



**STATE OF TEXAS
COUNTIES OF KAUFMAN AND HUNT
CITY OF POETRY, TEXAS**

BE IT REMEMBERED THAT ON THIS DAY OF THE 27th of March 2024 at 6:30 pm, the Town Council of Poetry, Texas, held a Special Town Council Meeting at Poetry Town Hall, 5671 County Road 323, Poetry, Texas 75160 with the following present:

Mayor Tara Senkevech
Councilmember Tom Anderson
Mayor Pro Tem Mike Jaffe

Councilmember Simeon White
Councilmember Terry Fowler
Councilmember Jonathan Blake

- A. Mayor Senkevech** called the meeting to order at 6:30 p.m. At this time the Mayor reminded the public that disruption of the meeting may be considered a criminal offense under Texas Penal Code 3813 and may be escorted out by a peace officer and issued a citation.

Section 38.13 - Hindering Proceedings By Disorderly Conduct

(a) A person commits an offense if he intentionally hinders an official proceeding by noise or violent or tumultuous behavior or disturbance

(b) A person commits an offense if he recklessly hinders an official proceeding by noise or violent or tumultuous behavior or disturbance and continues after explicit official request to desist.

(c) An offense under this section is a Class A misdemeanor.

Tex. Pen. Code § 38.13

- B. Anne Hamilton, Town Secretary**, took roll call. All council members were present. Mayor Senkevech announced the presence of a quorum.

- C.- D. Pledge of Allegiance and Invocation:** Council member Johnathon Blake led the Pledge of Allegiance and gave the invocation.

- E. Citizen Comments:** Mayor Senkevech announced the opportunity of citizens to speak on any posted agenda item, limited to three (3) minutes each, as long as they had signed up prior to the meeting either by emailing contact@poetrytexas.org or by signing up in person at the meeting location prior to the start of the meeting at 6:30 pm. She reminded all present of the Offenses Against Public Order and Decency as outlined in Texas Penal Code §§ 38.13, 42.05.

- F. Items of Community Interest:** Pursuant to Section 551.0415 of the Texas Government Code, the Town Council may report on the following items: 1) expression of thanks, congratulations, or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders upcoming Town Council events; 5) about community events, and 6) announcements involving an imminent threat to public health and safety.

Mayor Senkevech:

- Spoke on the upcoming community Town Spring Cleanup on April 19th and 20th.
- Announced that the county of Kaufman has declared a state of disaster in preparation for the upcoming April 8th solar eclipse.

A. Consent Agenda:

1. **Minutes from the January 18th, 2024 meeting:** Motion to approve made by Council Member Anderson, seconded by Mayor Pro Tem Jaffe. **Motion Passes 5:0**
2. **Minutes from the February 15th, 2024 meeting:** Motion to approve spelling correction on page three made by Mayor Pro Tem Jaffe, seconded by Council Member White. **Motion Passes 5:0**
3. **Pay February Legal Bill:** Pay the legal bill for February 2024 in the amount of \$682.50. Motion to approve made by Council Member Anderson, seconded by Council Member Blake. **Motion Passes 5:0**

4. **Approve Annual TML Insurance Renewal:** Insurance renewal in the amount of \$812. Motion to approve made by Council Member Blake, seconded by Council Member White. **Motion Passes 5:0**
5. **Approve annual renewal for QuickBooks Desktop:** Seeking approval for QuickBooks renewal in the amount of \$649 which is an increase from the previous year. Mayor Senkevech said that other options will be explored due to the increase. Motion to approve made by Council Member Anderson, seconded by Council Member Blake. **Motion Passes 5:0**

B. Regular Agenda

1. **Discuss and take action on allowing Volunteer Road Team \$3000 to take care of any of the following roads; CR 247, CR 248, CR 323, CR 324, Four Post Lane, Gate Lane, Green Meadow Lane in Kaufman County portion of Poetry, not completed by Kaufman County roads department:**
 - Kaufman County failed to complete above referenced road work.
 - Mayor Senkevech is working to get our funds refunded by Kaufman County. She is working to discover where the breakdown in communication occurred. Kaufman seems to have spent all the funds on just two roads, one of which was not on the project sheet.
 - Seeking funds to complete the projected road work with town volunteers while the Mayor tries to get the funds returned.
 - Motion to approve made by Mayor Pro Tem Jaffe, seconded by Council Member Blake. **Motion Passes 5:0**
2. **Discuss changing CR road names to include names of poets and citizen responses to town survey:**
 - This was a suggestion over a year ago by a couple of town citizens. As Poetry has road signs that need to be replaced, it is an opportune time to bring this suggestion up for discussion.
 - Council Member Fowler stated that he has received numerous emails and text messages from citizens who are concerned that this would affect 911 services.
 - Other council members also were concerned about the potential 911 lag and the inconvenience to citizens to have to change all mailings, drivers' licenses, and other legal documents.
 - **Citizen Scott Lehew:** Spoke and agreed with the feelings of council, that it would cause too much chaos.
 - Decision was made to allow citizens to continue to fill out the survey and if there is enough interest in changing the street names then it would be discussed prior to purchasing new road signs.
3. **Discuss and take action on a Street Dynamics Solar-powered Speed and Communication device for Roadways to collect data desired for grant applications for roadwork according to price-sheets provided:**
 - Mayor Senkevech has confirmed that there is no video capabilities on the proposed signs.
 - The search for alternative vendors produced no vendors who could provide everything that would be provided by Street Dynamics that are local to the USA.
 - Further discussion was had on the benefits vs the cost of the signs to achieve federal road work grants and could the money for the signs be better spent on current road repairs.
 - Some concern was expressed about wanting to see a potential contract before approval. It was pointed out that since we would own the signs, there would not be a contract. The only contract there would be is if we decided to use their internet software and online data storage.
 - The Mayor discussed some conversations that she has had with towns similar to Poetry and their successes in obtaining federal money to repair and replace their roads.

- Citizen Glenn Straus: He lives right off of Poetry Road and says that it gets an enormous amount of traffic.
 - Citizen Scott LeHew: He expressed concern on the cost of the signs and would like a fair idea of the likelihood of receiving the federal grants.
 - Final decision was made to wait on the signs and gather more information and include the new Engineers in on the process.
- 4. Discuss and take action on Professional Engineering Services Agreement with Birkhoff, Hendricks & Carter, L.L.P. Hendricks Engineering with price lists:**
- Review of agreement details including liability, scope of services, rates, and invoicing terms.
 - Council approves edits to the agreement including clarifying engineer or consultant reference and adding secretary email for correspondence.
 - Motion to approve the agreement with discussed edits made by Mayor Pro Tem Jaffe, seconded by Council Member Blake. **Motion Passes 5:0**
- 5. Discuss and take action on the David Potts petition for release from the ETJ:**
- Acknowledgment of review process for accuracy and detail of documents, noting consistency in content
 - Consideration of the volume of documents and effectiveness of the review process
 - Noting similarity in document content aiding expedited review process by attorney Berman.
 - **Citizen Scott LeHew:** Glad to see that council judges ETJ Releases on legality, not based on merit.
 - Motion to approve made by Council Member Blake, seconded by Council Member Anderson. **Motion Passes 5:0**
- 6. Discuss and take action on the Ryan Scott petition for release from the ETJ:**
- Motion to approve made by Council Member Blake, seconded by Council Member Anderson. **Motion Passes 5:0**
- 7. Discuss and take action on the Darrel Scott petition for release from the ETJ:**
- Attorney has not raised any concerns, indicating tacit approval of current process.
 - Clarification on surveyor's role emphasized for accuracy assurance.
 - Acknowledgment of need for surveyor verification to prevent errors or encroachments on neighboring properties.
 - **Citizen Dale Bryant:** Clarifies that limited data from the Town is the reason that "Less and Accept" is a valid form of a survey.
 - Motion to approve made by Council Member Blake, seconded by Council Member Anderson. **Motion Passes 5:0**
- 8. Discuss and take action on modifying the fee for petition for release from ETJ with single and multiple applications, with new information, and consider adjusting previous payments. [CM White and CM Blake].**
- Council discussed the fees and costs associated with processing petitions for release from the ETJ (Extraterritorial Jurisdiction).
 - Concerns raised about the actual costs incurred, including surveyor fees, legal review, administrative tasks, etc. Desire to better understand the true expenses before adjusting the current \$125 fee.
 - Agreement to have a couple council members meet with the engineering/surveying firm to get a better understanding of their process and associated costs.
 - Interim decision to maintain the \$125 fee for now, until more information can be gathered, and a more informed decision can be made on appropriate fee structure going forward.
 - Acknowledgement of need to be mindful of potential burden on citizens, especially those with limited incomes, when considering fee increases.

- A motion to wait on this item until there is a chance to discuss with the surveyor and added back to the agenda in April was made by Mayor Pro Tem Jaffe, seconded by Council Member Anderson. **Motion Passes 5:0**
- Council further discussed the logistics around processing the numerous ETJ release petitions, including:
 - Desire to avoid printing massive 300+ page meeting packets because of petitions.
 - Potential to use a consent agenda approach, where petitions deemed acceptable by 2 council members could be approved in a single vote.
 - Agreed that the current \$125 fee per petition would remain in place for now, until more information is gathered on the actual costs involved.
 - Acknowledged the possibility of adding a per-survey fee in the future, once the surveyor's process and associated costs are better understood.
 - Decision to have 2 council members (CM Anderson and CM Fowler) work with the engineering/surveying firm to gain a clearer understanding of their review process and costs.
 - Discussed logistics around handling the growing volume of petitions, including potential use of consent agenda approach to streamline approvals.
 - Emphasized need for transparency and visibility on all pending petitions, potentially through a shared digital file accessible to council. Cm are receiving the petitions as they come in via email.

9. Discuss and take action on moving May regular meeting of May 16th to May 30th, 2024:

- Mayor Senkevech will be out of town during the regularly scheduled meeting in May and requests that it be moved to the end of the month on May 30th, 2024.
- A motion was made by Council Member Blake, seconded by Council Member White.

Motion Passes 5:0

10. Discuss and take action on opening 2nd Annual Poetry Agricultural Scholarship application season beginning April 1st to May 31st 2024 with presentation/s in June:

- Discussion and action on opening the 2nd annual Poetry Agriculture Scholarship application season from April 1 to May 31, 2024, with presentations in June.
- Last year, \$1,500 was donated for the scholarship, with one student awarded.
- The scholarship is intended to promote agriculture in the town, open to students ages 17+ with a 2.0 GPA or above, who must write a 300–500-word essay.
- Concern raised about funding the scholarship if no donations are received, with a suggestion to potentially provide a general fund backup to ensure scholarships can be awarded.
- Request to check with the attorney on the legality of using general funds if donations are insufficient.
- Acknowledgement of the generosity of the community, but desire to ensure the scholarship program is sustainable.
 - **Citizen Scott Lehew:** With one child in college and another not too far away, he appreciates the value of scholarships. He feels that with all the discussion of how the Town is spending money, he feels that this scholarship should continue to be donation driven, as this is not core to the operation of the town.
- A motion was made by Council Member Anderson, seconded by Mayor Pro Tem Jaffe.

Motion Passes 5:0

I. General Public Comments: Comments are limited to three (3) minutes. If a translator is needed, the speaker may be given up to four (4) minutes. Sign-up is required BEFORE the Meeting is called to order. Be aware that the Town Council can only respond with *factual information only*. The Town Council may consider putting citizen concerns on a future agenda.

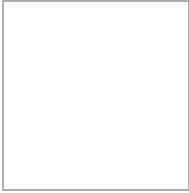
- **Citizen Dale Bryant:** Suggested to help reduce the ETJ costs, is considering not redacting the amount of information that is currently redacted.
- **Citizen Shelly Smith:** Brought up how she was removed from the previous meeting and therefore missed seeing when the meeting was adjourned. She said that the video

that was uploaded was cut off before the adjournment was made. She asked council to justify the perceived oversight. It was pointed out to Mrs. Smith that general comments are for comments only, not for questions and answers. She was invited to speak with the Mayor after the meeting if she had additional questions.

- **Citizen Patrick Smith:** Mr. Smith inquired of Council who paid for the State Trooper at the March 21st meeting. Receiving no answer, he went on to inquire as to when the Planning and Zoning meetings were held from November 16th to the present. He additionally asked for an outline of any expenses incurred during planning and zoning. Inquired as to copies of minutes of such meetings. He continued this line of questioning to each council member, as well as the Mayor and secretary until his three minutes expired.
- **Citizen David Emard:** Mr. Emard requested that the flag out front of the Town Hall be replaced as it is tattered. He said that he would like it replaced in honor of his son who was killed in Iraq 16 years ago. Citizen Glenn Straus offered to replace the flag at the Town Hall. [*The town had an extra flag and it was replaced after the meeting*].
- **Haley Dennis:** Felt that the meeting on March 21st was an insult to the citizens of Poetry. Was upset that the citizens had to wait until the end of the zoning review by council before they were allowed to speak. Pointed out things in the zoning ordinance that she was unhappy about and that the passing was rushed.
- **Citizen Rachel Faseler:** Is new to Poetry and is concerned that her home was just zoned as single-family when they moved here specifically for agriculture. Also feels that she now has to come before Council to make and changed or improvements to her home. The Mayor invited her to stay after the meeting so she could further explain how the zoning affects her and her property.

J. Adjourned Special Town Council Meeting at 8:33 PM.

Minutes by Town Secretary Anne E. Hamilton



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DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E.
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.

April 10, 2024

Honorable Tara Senkevech
Mayor
Town of Poetry, Texas
5671 C.R. 323
Poetry, Texas 75160

Re: General Services Agreement
Task 100- ETJ Petition Survey Reviews

Dear Mayor Senkevech:

In accordance with your request and our existing general engineering services agreement, we are pleased to submit this General Services Task Authorization letter for engineering and land surveying services related to Extra-Territorial Jurisdiction (ETJ) Petition survey documents review. For billing purposes, we will style this project “Task 100- ETJ Petitions”.

General Project Description and Expected Scope of Services

Assist the City with survey document review services to compare property meets and bounds to property boundary and compare property lines to the Town’s existing ETJ boundary. Our expected scope of services will include:

1. Review of property survey document exhibits and meets and bounds descriptions included with petitions to be removed from the Towns ETJ.
2. Compare the property survey documents with the Town’s existing ETJ boundary.

Fee Not to Exceed Amount

Based on the General Project Description and our expected Scope of Engineering Services, we suggest the City establish a not to exceed fee for our services on Task 100 – ETJ Petitions in the amount of \$75 per survey.

We are available to discuss this project further at your convenience.

Sincerely,

Justin R. Ivy, P.E.



Memo from the Town Deputy Secretary

To: Town Council

Date: April 18, 2024 Meeting

From: Anne Hamilton, Secretary and Theresa Scholander, Deputy Secretary

CC: Citizens of Town of Poetry, TX

Poetry Scholarship Applications due by May 1st, 2024

Available for student/s who reside in the Town of Poetry and its ETJ and studying Agriculture, Agriculture Business, Agriculture Economics, Agriculture Marketing, Aquaculture, Animal Science, Poultry Science, Entomology, Veterinary Medicine, or trade schools, including, but not limited to the above

The Scholarship winner/s will be presented each June and will be decided by the mayor and two council members.

Secretary Anne: Please feel free to give a couple bucks each time to the scholarship fund! A little can add up!

Our first “Cake with Council” is this Friday, April 19th, 2024 12-2 pm.

A “Coffee with Council” meet and greet is scheduled Saturday April 20, 2024 from 10am – noon at townhall located at 5671 CR 323.2

Town of Poetry’s Spring Clean-Up Day is scheduled Friday April 19th 12pm – 6pm and Saturday April 20th 7am – 7pm. Check out the flyer for details on what will be collected and not included. Volunteers are encouraged to adopt a mile of Poetry Rd. *Come pitch in and lend a hand to help keep Poetry beautiful!*

Mailing address: 5671 CR 323 Poetry, TX 75160 Phone Number (469) 902-7001
email: secretary@poetrytexas.org



**STATE OF TEXAS
COUNTIES OF KAUFMAN AND HUNT
CITY OF POETRY, TEXAS**

BE IT REMEMBERED THAT ON THIS DAY OF THE 21st of March 2024 at 6:30 pm, the Town Council of Poetry, Texas, held a **Public Hearing** and Regular Town Council Meeting at Faith Temple Baptist Church, 11214 FM 1565 Poetry, Texas 75160 with the following present:

Mayor Tara Senkevech
Councilmember Tom Anderson
Mayor Pro Tem Mike Jaffe

Councilmember Simeon White
Councilmember Terry Fowler
Councilmember Jonathan Blake

- A. Mayor Senkevech** called the meeting to order at 6:30 p.m. At this time the Mayor reminded the public that disruption of the meeting may be considered a criminal offense under Texas Penal Code 38.13 and may be escorted out by a peace officer and issued a citation.

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- B. Anne Hamilton, Town Secretary**, took roll call. All council members were present. Mayor Senkevech announced the presence of a quorum.

- C.- D. Pledge of Allegiance and Invocation:** Darrell Watson led the Pledge of Allegiance and gave the invocation.

- E. Citizen Comments:** Mayor Senkevech announced the opportunity of citizens to speak on any posted agenda item, limited to three (3) minutes each, as long as they had signed up prior to the meeting either by emailing contact@poetrytexas.org or by signing up in person at the meeting location prior to the start of the meeting at 6:30 pm. She reminded all present of the Offenses Against Public Order and Decency as outlined in Texas Penal Code §§ 38.13, 42.05.

- F. Items of Community Interest:** Pursuant to Section 551.0415 of the Texas Government Code, the Town Council may report on the following items: 1) expression of thanks, congratulations, or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders upcoming Town Council events; 5) about community events, and 6) announcements involving an imminent threat to public health and safety.

Mayor Senkevech:

- Thanked all the volunteers; Herbert Fletcher, Mike Griffin, Cliff Mangrum, Ken Phillips, Josh Senkevech, Kevin Senkevech, Mike Tillinghast, Darrell Watson and CM White who worked on Four Post Lane/Green Meadow Lane as well as CR 249 doing road safety repairs.
- Thanked the volunteers who worked on the mailing for the Zoning Meeting.
- Thanked CM Jafee, CM Fowler, Mike Broshous for the culvert repair and Chad Dalida for rock donations for the culvert repair.
- Announced regret for the unavoidable conflict of the Poetry zoning meeting coinciding with the TCEQ hearing regarding the potential rock crushing plant on Hwy 276.

G. Reports:

1. Financial Report for February:

a) **Beginning balance** of \$89,803.05. Ending balance of \$88,418.80

- Application for release from ETJ \$125.00

- Withdrawals and debits \$3595.53
- Checks paid \$9090.85
- 11 FEC checks are still outstanding
- b) **Sales and Use Tax Receipts Report:** 100% goes to Maintaining roads in Poetry
 - Texas Comptroller Allocation for February is \$11,177.13
 - Total allocation currently is \$88,386.01
- c) **Solid Waste/Trash Transition Update:**
 - Currently 540 households have subscribed to Blackjack Disposal
 - 115 higher than estimation from “free market” system in previous years.

2. Legal Report: Presented by Town Counsel David Berman

- Mr. Berman addressed the citizens in an attempt to alleviate some misconceptions regarding annexations in response to the increase in ETJ release petitions.
 - Poetry is a General Law Town with an ETJ that is approx. half a mile outside of the Town limits.
 - Within that ETJ, the Town of Poetry has the right to develop subdivision regulations and other minor things such as sign regulations and cemetery requirements. Poetry has no subdivision regulations, so the area whether it is in the ETJ or outside the ETJ defaults to either Hunt or Kaufman subdivision ordinances at this time.
 - Property within a city’s ETJ for some cities used to be able to forcibly annex, which he believes is where the fear may lie.
 - The Texas State legislature removed most of that ability of all cities in recent years.
 - Annexations: Mr. Berman believes that there is misinformation going around that if you are with the ETJ of Poetry, then one day the town can annex your property. Poetry is a Type A, General Law municipality. Unless the Town reaches a population of over 5,000, adopts a Home Rule Charter (by vote of the people) and the state law completely reverts back, that is impossible. No Texas General Law Town like Poetry has ever had the ability to forcibly annex someone else’s property. Type A General Law municipalities in Texas without utilities do not and have NEVER had the authority to forcibly annex someone else’s territory whether it’s in their ETJ or not.
 - The Town of Poetry DOES NOT and HAS NEVER had the authority to annex anyone’s territory without consent. The trend of legislation has been to restrict cities’ abilities to annex territory in the past ten years.
 - Regardless of how many properties leave the ETJ, the Town will remain intact.

3. Secretaries Report:

- Town Secretary and Deputy Secretary reports read by Town Secretary, Anne Hamilton.

H. Public Hearing on proposed Comprehensive Zoning Ordinance and Zoning Map:

- Council Member White presented a breakdown of the proposed zoning map and ordinance to the citizens in attendance.
- Council then discussed the proposed zoning ordinance page by page.
- Discussion had to be paused multiple times due to citizen interference.
- Citizen Tracie Hibbs had to be removed due to multiple instances of disruption during council discussions.

Five Minute Recess at 9:28 PM – Public Portion of the Hearing is open to questions.

- **Citizen Daryl Watson** – he is in support of the zoning proposal and is pleased with the limited growth in Poetry and the attempts to keep developers out. He is however concerned that the current influx of migrants to Texas is going to affect crime in all communities, including Poetry.
- **Citizen Jack Mullins** – suggested that access roads or access drives for agrarian use. He had a question about an acre and a half of property that he owns that

was surveyed and filed in Kaufman County in 1974 that was consistent with the minimum requirements at that time, will that be grandfathered in with the new zoning requirements?

- **Citizen Scott Lehew** – Appreciates all the effort and time the council has put into this zoning proposal. He is opposed to the zoning, however, as he doesn't want to feel like he has to ask for permission to make changes to his land. He moved to the country to get away from HOA's and their rules and restrictions. He also feels that section 14.2 regarding a Board of Adjustment is currently too vague. Citizen A may want something that Citizen B does not. How will that be handled and what will the method be for conflict resolution, appeals, etc.?
- **Citizen Laura Lehew** – She also appreciated the council's effort put into the zoning proposal. While she agrees with the effort to keep Poetry as it is and stop developments and undesired businesses from moving in, she opposes the proposal as she feels the map is unclear, she doesn't like the driveway restrictions as she doesn't like being told what to do with her property. She acknowledges that you can't have both. She has concerns about having to get permission from the council to move her parents onto her property in a mobile home or opening a business like a hair salon.
- **Citizen Billy Bourland** – He is opposed to zoning. He says he lives next to the largest business reflected on the map and asks that if zoning is going to be enacted, a minimum of 50 feet side setbacks be enacted.
- **Citizen Robbyn Followill** - She says that she is an expert at code enforcement, has an international property maintenance inspector license, and is a zoning inspector for the city she works for. Feels like this zoning would be telling her what to do. Her husband just spent \$20,000 on a rock entrance and their driveway is crushed asphalt and isn't going to let someone tell him what he can and cannot do. Thinks that a Board of Adjustments should be someone other than the town council, thinks it will be a conflict of interest. Feels like in the past people have not treated fairly. Would like an appeal process be put in place. Requests that if a sign ordinance is put into place something restricting illumination should be included as well. Says we currently don't have a way to enforce regulations or issue citations. Says that if one were to be hired, then they would have to be authorized in three (3) counties.
- **Citizen Kris Brown** – Concerned about the gate restrictions. She has a rock entrance and her gate is sixteen and a half (16.5) feet. Moved to Poetry in 1999 from an HOA environment and wanted the freedom of country life. Believes section seventeen (17) of the proposed zoning needs more definition. She also has concerns about the agrarian entrance restrictions. She currently has multiple entrances as you cannot access all of her property from one entrance.
- **Citizen Haley Dennis** – Disagrees with wording in section 1.3. She says that it states that "we" have jurisdiction over the ETJ. Claims that is not true, that as a town, they can make their own rules. Section 7.1, states that wholesale sales can be conducted from homes, suggesting that the word "retail" be added. Section 7.2.5, suggested that a definition be added for "commercial feed lots" as it might differ between parties. Section 8.2 permitted uses for single-family residential estates, she says that "cottage businesses" should be added in that section as well as farming, ranching, gardening, and any orchards. The definition in section 15.2 under "Farm, Ranch, Orchard, specifies five acres or more, however, some people farm on less than five acres.
- **Citizen Dale Bryant** – begins by speaking about the survey which was completed last year. He is asked by the Mayor to stay on the topic of zoning which he says

will tie in with his conversation. He says that he obtained a copy of the Ordinance of Incorporation and requested a copy of the survey. He begins to address the audience and holds up some papers as he speaks, he is asked by CM Anderson to only address the Council. He continues to talk about the Ordinance of Incorporation. He is asked once again to stick to the topic of zoning. He says that he asked for the metes and bounds as they should be part of the survey. Secretary Teresa contacted Stovall Surveyors requesting the metes and bounds and field notes. He states that he received a response from the surveyors, on city letterhead, that said that they did not provide metes and bounds legal descriptions or field notes for the city. He once again turns to address the audience. As the Mayor tries to explain the situation, he continues to talk over her. Again, he is asked to stick to the topic of zoning and to speak only to the council. He asks why we need a survey under 42.002 when we should have already had one. He acknowledges that when a group of citizens gather together to incorporate, a survey is not required as it is cost prohibitive and no one would ever be able to incorporate if it were required, therefore the only requirement is a map. He continues to address the audience holding up a map claiming that 20 roads are illegally defined, and that council member White doesn't live in Poetry. He is reprimanded 3 more times by 3 different council members and the Mayor asks to have him escorted out.

- **Citizen Patty Buikema** – She states that she is for zoning and appreciates the hard work of the council and acknowledges that you cannot please everyone all of the time.
- **Citizen Doug Kendrick** – Agrees that zoning is needed and that it is understandable that people want the ability to live how they want on their property. He feels that council should really zone in on the specific ordinances and not make it easy for developers to come in and build subdivisions. He also doesn't quite understand that some people are saying they don't want zoning but want to promote a board of adjustment, when without zoning you have no need for a board. He mentioned that his background is in safety and when Councilmember Fowler was bringing up his concerns about safety, that the breakdown of ordinances is where you can put those specifics instead of trying to include it all in one document. Focus on some of the harder issues by ordinance and that will help to protect the town from outsiders and their lawyers.
- **Citizen Tim Smith** – Is concerned about how this will affect the ability for his business growth opportunities. Also concerned about entrepreneurs wanting to sell items like hay or eggs and how they will be affected because their property may not be considered retail.
- **Citizen Kevin Potts** – Moved out here to get away from HOA rules and feels like this zoning would require citizens to ask permission before they do anything with their property. Feels like Poetry is a broken and divided town in chaos and has not been a community since it was incorporated. Requested that the zoning be paused until the town has mended its differences.
- **Citizen Chad West** – Is against the zoning. He feels that the town is experiencing a false sense of security that it will be able to keep out developers. Also feels like zoning means asking for permission to do anything on his property.
- **Citizen Glenn Straus** – Moved to Poetry 18 years ago and loves his town. Feels zoning is necessary. Told a story of how his parents bought a beautiful property at the end of a county road with beautiful views two miles long. A year later, less

than 200 feet from their property, a place where you raise, and process chickens was built. They had to sell their land because of the stench. This is how zoning can stop things like that from occurring.

- **Citizen Josh Senkevech** – He agrees with zoning and says that three (3) main principles were important to the town when incorporated. To keep the town of Terrell from expanding, to be able to maintain the roads, and to have some sort of zoning to keep Poetry, Poetry. He believes the zoning presented is a step in the right direction but it's not perfect. He believes that 2.5 acres might be a little excessive for people just starting and wanting to live here. He points out that Kaufman is one acre and Hunt is 1.5. He also thinks the language should include more than just "Horse and Stables".
- **Citizen Kenneth Eaton** – Has lived in other small communities that exploded overnight. He believes that change is coming and that whatever can be done to slow it down should be done. He still believes that people should be able to do whatever they want to do and that the council is approaching the citizens as management and should be approaching them as neighbors. He says that he is not sure if his house is conforming or not. He has a business office building of 5000 square feet that he built for his wife who is in a wheelchair. He also needs to remodel his own house for her needs and to make it ADA-compatible. He said that if he finds that it is currently non-conforming, he's not going to spend the money, he will just sell it and find something else. He feels that this zoning will punish people who want to make improvements to their property. He says that he currently has two driveways to his home, one on Poetry Road and the other on CR 2454. He wants to connect these driveways and make one circular drive with two different entry points. Though he is in favor of what the council is trying to accomplish with the proposed zoning, slowing down the growth of the community. He feels that a survey should be done first to find out how many people are in/out of compliance before a decision is made. He feels that not enough research has been done and that there should be more due diligence before this step is taken.
- **Citizen Jack Senkevech** – He believes that rules and regulations are needed to stop people from moving into the community and turning everything upside down. He feels that the zoning is reasonable.
- **Citizen Shelley Smith** – She is concerned about putting a house on some extra property that they purchased for future use. She also feels that the current zoning proposal only hurts the people with small amounts of acreage. She requested that the zoning be put on hold and a committee be formed of more citizens.
- **Citizen Patrick Smith** – Feels that this zoning is significant and has a widespread impact on citizens. Feels like this proposed zoning has been done in secret and off the record and in violation of state law. Accused the council of covering up a law violation.
- **Citizen Mike Griffin** – He believes the zoning will be a limited tool to use against development. He said that he believes that the objective of a comprehensive plan would be better by focusing on setbacks only.

Five Minute Recess at 10:29 PM (at which point Councilmember Anderson needed to leave the meeting for the rest of the evening.)

Meeting resumed at 10:36 – The public portion of the hearing is announced as officially closed. Mayor and Legal Council will answer the questions that were asked by citizens during the public portion of the meeting.

- **Jack Mullins – Answer: Attorney Berman:** whatever uses there are existing on all properties in town as of the date of adoption of this ordinance will be grandfathered, they will be lawful non-conforming uses and they will be allowed to continue indefinitely. Those are non-conforming lots, and they can still be used under our ordinances. Mayor Pro Tem Mike Jaffe clarified that in his opinion it sounded like Mr. Mullins's property has already been platted since 1974 but he hasn't done anything with it yet but he still has a standing approval. Attorney Berman said that if they have already been platted then yes, the lots are the lots. They may not be conforming, yet but he's still allowed to use them.
- **Tim Smith – Answer: Attorney Berman:** The permissible uses that are identified in the B business district, are uses that are currently on his property. Those uses are not limited by this ordinance, he can continue to use them, or put his property to use as he sees fit. He can increase and expand or decrease them as he wants to. The only difference that this ordinance will have, is if he wants to create or put his property to a new use, but is not a listed one, he will have to get permission from the Council, in terms of non-conforming use. Vested rights and lawful non-conforming uses can continue indefinitely. The transfer of a piece of property that has a non-conforming use, lot, or structure on it, does not terminate its non-conforming status. A nonconforming use or a non-conforming structure will continue indefinitely, notwithstanding changes of ownership, until the uses or structure has been abandoned or the owner converts it to a lawful conforming use or structure. It doesn't matter if you sell the property or if you pass away and your estate is inherited, the non-conformity continues to exist. Council member Fowler mentioned that Mr. Smith is wondering about what that would mean if he were to purchase the property next to his business, would he need to meet with the council to have this additional property zoned? Attorney Berman said that yes, he would have to apply to have the new addition re-zoned as a business. Councilmember Fowler acknowledged that this regulation is a good thing, otherwise, businesses would be able to keep buying neighboring properties and continue expansion.
- **Followill/Lehew answer: Board of Adjustment Questions: Attorney Berman -** We don't have detailed provisions in our ordinance regarding the Board of Adjustment because the ordinance's goal is simply to create and establish the council of the BOA. Texas Law Section 211.008 and 211.009 of the Texas Local Government Code contain fairly comprehensive provisions that outline the jurisdiction of all Boards of Adjustment. That outlines processes and procedures and dictates a method of appeal, and it's a pretty simple straightforward method of appeal. Although the appellate timetable is short, our ordinances don't need to detail all of those requirements because they're already stated in state law. There's no need for us to reprint them so we're defaulting to the state law which we would have to do no matter what.
- **Attorney Berman:** There were some specific questions regarding specific articles and there was a provision in 1.3 that addresses the town in the ETJ. I said this earlier when I spoke and I want to make sure that everybody completely understands this. Our zoning regulations, unlike subdivision regulations, our zoning regulations do not apply in our ETJ. There's a provision that one provision that might specifically the sign regulation but nothing else will right and that's why that section says something like subject to exclusions and state law these zoning regulations will not apply to any territory within the town ETJ except the sign regulations.
- **Haley Dennis --answer: Attorney Berman:** someone said, single family residential "there's nothing in there that says that we can have Cottage businesses". There is. You are allowed to have home occupations and it's in the definitions. A cottage business is a

home occupation if you use it in accordance with the definition which doesn't impose any limitations at all because this really is a minimal zoning ordinance.

- **Attorney Berman:** I understand that nobody wants to live under regulations. But you all understand that there's a tradeoff here. You know what you want to do with your property, but at the same time, you all understand that the lack of rules that you want to live by will also apply to your next-door neighbor. So, when your neighbor sells their property, to DR Horton as an example, or to a concrete batch mixing facility or a slaughterhouse, these rules that would apply to you will also apply to your neighbors. If you want to preserve the rural character of the town of Poetry the only tool you have, to have any control over, is your zoning regulations. And these are really loose they don't say very much at all. If you don't adopt these at all, you understand, that when someone comes into town and applies for some type of a permit, or gives the town or the county, fair notice of a project or a commercial development smackdab within the middle of the town of Poetry, once we have knowledge of that fair notice, any regulations that we adopt afterward will not apply to that development. So, if we don't adopt this tonight and a concrete batch mixing facility submits a permanent application in Kaufman County, these regulations won't apply to them and they can continue to develop their property all day long in the ETJ. All we can do is adopt these and impose them within our town limits.
- **Citizen Kenneth Eaton – Answer: Attorney Berman:** He does not see that Mr. Eaton's house is non-conforming, as it is well past the proposed setback limit, so there would be no problem with him wanting to add to it.
- **Citizen Shelley Smith – Answer: Attorney Berman:** He is not quite sure that he understood what her concerns are but that yes, the only way that you can truly control what happens on your neighbor's property is by actually buying it. Councilmember White added that he understands that the original wording is a bit confusing, where it said "one driveway per residence", so now it will read "per dwelling unit". So, if you have two houses, you can have two driveways. If you build a third and fourth house, you can build a third and fourth driveway. So as in Mrs. Smith's case, she is completely fine.
- Mr. Patrick Smith began shouting from the back of the room his question wasn't answered about the current zoning committee operating in secret meetings and against state law. He was told by Mayor Senkevech that he was out of order. Attorney Berman said that Mr. Smith is talking about a committee that the town used to have, but does not any longer. This Town has never appointed a Planning and Zoning Commission and the proposed ordinance would do that. Mayor Senkevech added that the Council decided to have two council members fine-tune the proposed ordinance, which we all just looked at, for months. Because this is difficult to do in a group setting, in front of people, it was done, fine-tuned, and brought to this meeting for review. Councilmember White also added that councilmembers looking over and tweaking a document is not considered a Commission.
- Mayor Senkevech asked if there were any other amendments that the council wanted to make. Councilmember Fowler asked if there was to be no more discussion on the district regulations section regarding the setbacks. He suggested that the council go back to the setback requirements that were outlined in a previous draft of the proposed zoning ordinance, dated March 14th. He felt that this current version has taken a step backward. Councilmember White agreed that it should not be as restrictive. He feels that the setback shouldn't be 110 feet and that there are too many non-conforming uses. He believes that the Council owes it to the townspeople to make sure that liberties aren't infringed upon. Mayor Pro Tem Jaffe asked Councilmember Fowler to clarify that he is NOT agreeing to the numbers that are in the March 15th, 2024 printing, under District Regulations Appendix One (1). Councilmember Fowler affirmed that was correct. Mayor Pro Tem Jaffe asked Councilmember Fowler to outline the figures that he wanted to roll back to as he didn't have a copy of that previous version with him. Councilmember Fowler read the maximum height stayed the same in both documents so

4:03:58

4:08:19

4:10:07

that is good. Side yards were 35 feet across the board. Mayor Senkevech asked if he intended to be more restrictive concerning side yards. She said that she listened to the citizens and they didn't want to be too restrictive as 35 feet for barns and shops etc. Councilmember Fowler said he also spoke with citizens and they don't want zero-lot line properties either. The Mayor said that originally they considered not having any side or back setbacks. After speaking with legal counsel and listening to citizens, it was advised that there should at least be five feet so as to not infringe on the fence rows. Councilmember Fowler suggested that no one knew how many non-confirming houses there were in Poetry and felt that the 35-foot side and back setback would protect everyone for the future. He said that he moves that it is changed back to 35 feet and it can be voted on. After some back-and-forth discussion, Councilmember White suggested that they move forward with the vote that Councilmember Fowler asked for. Mayor Pro Tem Jaffe said his motion was to table the zoning vote as his concern is that he hasn't seen the same document two days in a row as it continues to change. The Mayor said that she then proposed that the meeting continue the next evening at 6:30 pm. Councilmember White pointed out that there is a motion on the table and it would need to have a second before they could move on. Mayor Senkevech pointed out that the next meeting would need to be decided because it was suggested that the proposed zoning ordinance be "tabled" and "table" is not a term that is legal to use. If the vote needs to be postponed, then there needs to be a meeting decided as to when it would be postponed. Councilmember White disagreed and said he wanted to deal with it right then. He said there have been no major edits suggested. Mayor Pro Tem Jaffe clarified his motion by stating that this is the single most impacting thing that this Council has done to date and may ever do and he doesn't want to feel pressured and he feels that he needs more time to plan and doesn't feel that tomorrow night would allow his enough time either. Mayor Senkevech announced that the motion on the table is to "table" the vote to the next month's meeting from Mayor Pro Tem Jaffe and a second by Councilmember Fowler. Councilmember White said that he wasn't going to be guilty by omission. The developments can come in as they have been coming in. He said that this was a long time in the making and a lot of time was spent developing this zoning proposal. If there are continued delays then he feels like he will be letting down more of his neighbors. The vote was 2:2 and the Mayor was the tiebreaker with a vote of "no".

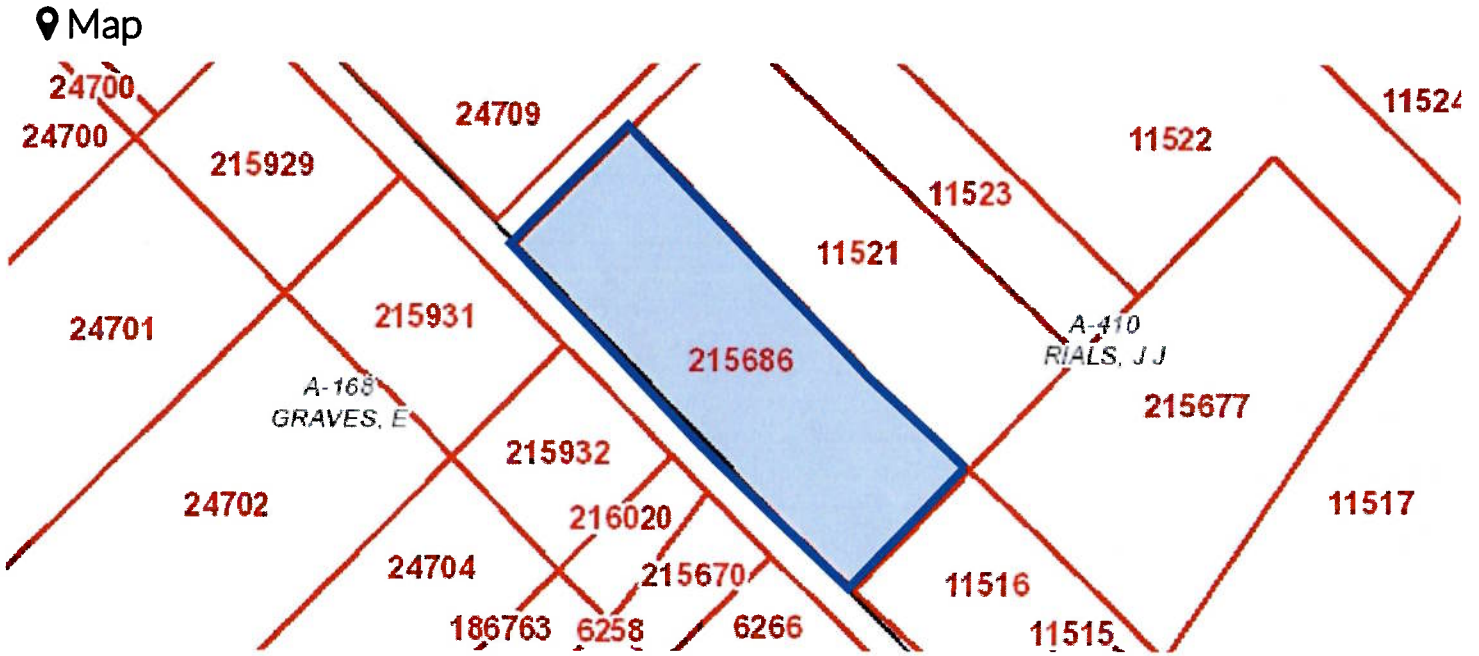
Motion failed 3:2

- The next motion, made by Councilmember White was to approve the proposed zoning map and ordinance with the changes that were discussed during the evening. This motion was seconded by Councilmember Blake. The vote was 2:2, the Mayor was the tiebreaker with a vote of "yes". **Motion Passes 3:2**

The remainder of the Regular meeting agenda items was announced postponed until a continuation meeting can be scheduled.

Meeting adjourned at 11:06 pm.

Minutes by Town Secretary Anne E. Hamilton



Property Details

Account		
Property ID:	215686	Geographic ID: 99.0410.0000.0015.07.06.12
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	CO RD 249 TERRELL, TX 75160	
Map ID:	A4-A-3	Mapsco:
Legal Description:	J J RIALS, TRACT 15.07; 5.22 ACRES LINK W11521	
Abstract/Subdivision:	A0410 - J J RIALS	
Neighborhood:	28-RFEX/VG	
Owner		
Owner ID:	176316	
Name:	OLIVER MICHAEL P & CHRISTY L	
Agent:		
Mailing Address:	2880 CO RD 249 TERRELL, TX 75160	
% Ownership:	100.0%	

Exemptions:	HS - HOMESTEAD For privacy reasons not all exemptions are shown online.
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Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$130,879 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$130,879 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$130,879 (=)
Homestead Cap Loss: ⓘ	\$16,989 (-)
Assessed Value:	\$113,890
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2023 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: OLIVER MICHAEL P & CHRISTY L **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value
3F	KC ESD #3 (TERRELL)	0.100000	\$130,879	\$113,890
CAD	KAUFMAN CAD	0.000000	\$130,879	\$113,890
KC	KAUFMAN COUNTY	0.328958	\$130,879	\$113,890
P2	PRECINCT 2	0.000000	\$130,879	\$113,890
RB	ROAD & BRIDGE	0.082500	\$130,879	\$113,890
ST	TERRELL ISD	1.068200	\$130,879	\$100,906
TP	TOWN OF POETRY	0.000000	\$130,879	\$113,890
TV	TRINITY VALLEY CC	0.110990	\$130,879	\$113,890

Total Tax Rate: 1.690648

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
TGB01	TGB01	5.2200	227,383.20	0.00	0.00	\$130,879	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$0	\$130,879	\$0	\$130,879	\$16,989	\$113,890
2022	\$0	\$103,182	\$0	\$103,182	\$0	\$103,182

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
10/2/2009	WD	WARRANTY DEED	SWEENEY ALBERT B	OLIVER MICHAEL P & CHRISTY L	3661	154	16919

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2009-0016919

WARRANTY DEED

Party: SWEENEY ALBERT B

Billable Pages: 5
Number of Pages: 6

FILED AND RECORDED - REAL RECORDS	CLERKS COMMENTS
<p>On: 10/07/2009 at 10:59 AM</p> <p>Document Number: <u>2009-0016919</u></p> <p>Receipt No: <u>09-1731</u></p> <p>Amount: \$ <u>32.00</u></p> <p>Vol/Pg: <u>V:3661 P:154</u></p>	<p>MAILBACK</p> <p>WARRANTY DEED WITH VENDORS LIEN</p>



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Delia Fields, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

MICHAEL P OLIVER AND CHRISTY L OLIVER
1307 SHORES CIR
ROCKWALL, TX 75087



6/13/09

COMMERCE TITLE COMPANY
GF#: 1062025

INST # 2009-0016919

After recording please mail to:
Michael P. Oliver and Christy L. Oliver
1307 Shores Cir
Rockwall, Texas 75087
Loan No.: 30280036

**GENERAL WARRANTY DEED
WITH VENDOR'S LIEN**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AND INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF KAUFMAN } KNOW ALL MEN BY THESE PRESENTS:

THAT Albert B. Sweeney as to Tract One and Albery B. Sweeney and Mary Sweeney as to Tract Two

hereinafter referred to as "GRANTOR", whether one or more for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration paid to Grantor in hand by Michael P. Oliver and Christy L. Oliver, husband and wife

hereinafter referred to as "GRANTEE", whose address is 1307 Shores Cir, Rockwall, Texas 75087, whether one or more named, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by GRANTEE of one certain promissory note of even date herewith (the "Note") evidencing some or all of the purchase price of the real property herein described, payable to the order of Community Bank

("Mortgagee"), bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fees clause and various acceleration of maturity clauses in case of default and being secured by vendor's lien and superior title retained herein favor of Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to Michael R. McCallum, Trustee; and

Loan No.: 30280036

WHEREAS, Mortgagee has, at the special instance and request of GRANTEE, paid to GRANTOR the sum of two hundred thousand and 00/100

Dollars (\$ 200,000.00) of the purchase price of the Property hereinafter described, as evidenced by the above-described Note, said vendor's lien against the Property securing the payment of the Note are hereby assigned, transferred and delivered to Mortgagee, GRANTOR hereby conveying to Mortgagee the superior title to the Property, subrogating the Mortgage to all rights and remedies of GRANTOR in the Property by virtue of said liens;

NOW, THEREFORE, GRANTOR for the consideration as above-stated, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell and Convey unto GRANTEE, the property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

[The "Property"]

TO HAVE AND TO HOLD the Property together with all and singular, the rights and appurtenances thereto in any wise belonging unto GRANTEE and GRANTEE's heirs, executors and assigns forever. GRANTOR does hereby bind GRANTOR and GRANTOR's heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular, the Property unto GRANTEE, and GRANTEE's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by GRANTEE. This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements, and rights of way, if any, applicable to and enforceable against the Property as now reflected by the records of the County Clerk in said County and State and to any applicable zoning laws, ordinances and building, use and occupancy codes.

When this Deed is executed by more than one person, or when the GRANTEE is more than one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs, executors, and assigns" shall be construed to mean "successors and assigns."

It is expressly agreed that the vendor's lien is retained in favor of the payee of said Note against the above-described property until Note and all interest thereof shall have been fully paid according to the terms thereof, when this Deed shall become absolute.

EXECUTED on this the 2nd day of October, 2009

GRANTOR:


Albert B. Sweeney

Albery B. Sweeney


Mary Sweeney

[Acknowledgment on Following Page]

Loan No.: 30280036

ACKNOWLEDGEMENT

State of Texas

§
§
§

County of Kaufman

Before me, Misty Paul, a Notary Public,
on this day personally appeared Albert B. Sweeney, Albery B. Sweeney and Mary Sweeney

known to me (or proved to me on the oath of DL or through
[description of identity card or other document]) to be the
person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2 day of October, A.D., 2009.

Misty Paul
Signature of Officer



Title of Officer _____
My Commission Expires: _____

EXHIBIT A

Tract One (1):

Being a 9.884 acre called 9.88 acres, lot, tract or parcel of land situated in Kaufman County, Texas, and being apart of the John J. Riels Survey, Abstract No. 410 and being a portion of a called 68.168 acre tract of land described in a deed from H. M. Harmon to Newman Bench and Chester Bench, recorded in Volume 580, Page 144, Hunt County, Deed Records, also being that same tract of land to Albert B. Sweeney recorded in Volume 1072, Page 738, Deed Records of Kaufman County, Texas and being more particularly described by metes and bounds as follows:

Commencing at an iron rod found being the east corner of the Sweeney called 2.9045 acre tract recorded in Volume 1104, Page 932 Deed Records of Kaufman County, Texas, the south corner of the remnant of the 7.19 aced Rawlins Trust tract recorded in Volume 1668, Page 234 Deed Records of Kaufman County, Texas, in the Northwest line of a certain 10.000 acre tract to Kerry McCormack recorded in Volume 1133, Page 310, Deed Records of Kaufman County, Texas and the place of commencing hereof;

Thence with the McCormack line of S 44 degrees 56' 10" W a distance of 151.75 feet to an iron rod set for the East corner hereof and the Place of Beginning;

Thence continue with said McCormack line S 44 degrees 56' 10" W a distance of 518.17 feet to an iron rod set in the center of a gravel road (County Road 249) and the South corner hereof;

Thence with said County Road 249 centerline the following courses;

N 46 degrees 47' 16" W a distance of 56.92 feet to an Iron rod set;

N 43 degrees 45' 00" W a distance of 790.00 feet to an Iron rod set at the intersection of County Road 251 (aka County Road 2456) and the West corner hereof;

Thence with the centerline of County Road 251, N 46 degrees 13' 00" E a distance of 502.83 feet to an iron rod set and the North corner hereof being the West corner of said 2.9045 and 7.19 are tracts;

Thence with the Northeast line hereof and the Southwest line of said 2.9045 acre tract, S 45 degrees 00' 00" E a distance of 835.46 feet to the Place of Beginning containing 9.884 acres of land more or less.

EXHIBIT A (cont.)

Tract Two (2):

Being a 2.905 acre called 2.9045 acres, lot, tract or parcel of land situated in Kaufman County, Texas, and being a part of the John J. Riels Survey, Abstract No. 410, and being a portion of a called 68.168 acre tract of land described in a deed from H.M. Harmon to Newman Bench and Chester Bench, recorded in Volume 580, Page 144, Hunt County Deed Records, also being that same tract of land to Albert B. Sweeney recorded in Volume 1104, Page 932, Deed Records of Kaufman County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron rod found being the East corner of the herein described tract recorded in Volume 1104, Page 932, Deed Records of Kaufman County, Texas, the south corner of the remnant of the 7.19 acres to the Rawlins Trust Tract recorded in Volume 1668, Page 234 Deed Records of Kaufman County, Texas, in the Northwest line of a certain 10.000 acre tract to Kerry McCormack recorded in Volume 1133, Page 310 Deed Records of Kaufman County, Texas and the Place of beginning hereof;

Thence with the McCormack line S 44 degrees 56' 10" W a distance of 151.75 feet to an iron rod set for the South corner hereof and the East corner of that same 9.88 acre tract of land to Albert B. Sweeney recorded in Volume 1072, Page 738, Deed Records of Kaufman County, Texas and the place of beginning;

thence with said Sweeney 9.88 acre Tract N 45 degrees 00' 00" W, a distance of 835.46 feet to an iron rod set in the center of a County Road 251 and the West corner hereof;

Thence with the centerline of County Road 251 N 46 degrees 13' 00" E a distance of 151.78 feet to an iron rod set for the North corner hereof and the West corner of the remnant of the 7.19 aced Rawlins Trust tract recorded in Volume 1668, Page 234, Deed Records of Kaufman County, Texas;

Thence with said Rawlins line S 45 degrees 00' 00" E a distance of 832.05 feet to the Place of Beginning containing 2.905 acres of land more or less.

INST # 2009-0016919
Filed for record in Kaufman County
On: 10/7/09 at 10:59 AM

TOWN OF POETRY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF POETRY, TEXAS, ADOPTING A COMPREHENSIVE ZONING ORDINANCE AND MAP; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE

DULY PASSED by the Town Council of the Town of Poetry, Texas this _____ day of _____, 2024.

APPROVED:

Mayor

ATTEST:

Town Secretary

TOWN OF POETRY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF POETRY, TEXAS, ADOPTING A COMPREHENSIVE ZONING ORDINANCE AND MAP; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Poetry, Texas, after having conducted multiple open meetings and public hearings, has approved a Comprehensive Zoning Ordinance and a Zoning Map of the Town on March 21, 2024, which Ordinance and Map are hereby formally adopted by this Ordinance; and

WHEREAS, the Town Council of the Town of Poetry, Texas, in compliance with the laws of the State of Texas with reference to the consideration and adoption of zoning regulations and classifications, has given requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the Town and in the vicinity thereof, and the Town Council of the Town of Poetry is of the opinion and finds that the adoption of a Comprehensive Zoning Ordinance and Map is in the best interests of the public health, safety, morals and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS:

SECTION 1: That the Comprehensive Zoning Ordinance and Zoning Map of the Town of Poetry, Texas, attached hereto as Exhibit A and B respectively, as heretofore approved, be and the same are hereby adopted as the official Comprehensive Zoning Ordinance and Zoning Map of the Town of Poetry, Texas. Copies of the Ordinance and Map shall be maintained in the office of the Town Secretary.

SECTION 2: All provisions of the Ordinances of the Town of Poetry, Texas, in conflict with the provisions of this ordinance as amended, be and are hereby repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3: Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Comprehensive Zoning Ordinance, as adopted hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Comprehensive Zoning Ordinance as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

SECTION 4: Any person, firm, or corporation violating, disobeying, neglecting, refusing to comply with, or resisting the enforcement of any of the provisions or terms of the Comprehensive Zoning Ordinance shall be subject to a penalty of fine not to exceed the sum of

Two Thousand and no/100 Dollars (\$2,000.00) for each offense. Each and every day such violation continues shall constitute a separate offense.

SECTION 5: This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law in such cases provides.

DULY PASSED by the Town Council of the Town of Poetry, Texas this _____ day of _____, 2024.

APPROVED:

Mayor

ATTEST:

Town Secretary

APPROVED AS TO FORM:



Town
Attorney

Exhibit "A"

Zoning Ordinance

Passed 3/21/24

AN ORDINANCE OF THE TOWN COUNCIL OF POETRY, TEXAS, ADOPTING A PLANNING AND ZONING CODE TO MAINTAIN RURAL INTEGRITY AND FURTHER THE OBJECTIVES OF THE COMPREHENSIVE PLAN.

WHEREAS, the Town of Poetry, Texas is a Type A General Law municipality of the State of Texas and is a municipal body politic and corporate, established and existing under the laws of the State of Texas; and

WHEREAS, the Town Council of Poetry is the governing body of the Town and is authorized by the Texas Local Government Code to adopt ordinances and rules that are necessary and proper for governing and maintaining the good government of the Town, the welfare of the municipality and its trade, commerce, and sanitation; and

WHEREAS, the Council is authorized under Chapter 211 of the Texas Local Government Code to regulate the use of land within the municipal boundaries of the Town to promote the health, safety, morals, general welfare, protection and promotion of areas of historical, cultural, or architectural importance and significance; and

WHEREAS, the Town of Poetry, Texas, cherishes its unique rural spirit and agricultural lifestyle, valuing the tranquil, peaceful life it provides to its residents; and

WHEREAS, in accordance with the Poetry Comprehensive Plan, the Town seeks to protect this lifestyle from encroachment, uphold the rights of its residents, prevent overcrowding and congestion, and regulate development consistent with rural living; and

WHEREAS, the Town intends to uphold the liberties of its citizens, acknowledging the importance of having as few rules as possible and ensuring that any rules instituted are consistent with rural life; and

WHEREAS, the Town intends to preserve its natural landscape, avoiding where possible the destruction of trees and environmentally sensitive areas, promoting the preservation of open space; and

WHEREAS, the Town Council finds and determines that the comprehensive zoning ordinance and regulations adopted herein are intended to accomplish the goals and objectives of the Town Council and that these regulations are in the best interests of the public health, safety, morals, and general welfare of the citizens of the Town of Poetry.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF POETRY, TEXAS:**

SECTION 1. PURPOSE; APPLICABILITY

1.1. This Code shall be known as and may be cited as the Zoning Ordinance, or the comprehensive zoning ordinance, of the Town of Poetry, Texas.

1.2. The provisions of this ordinance are enacted to protect the public health, safety, morals, and general welfare, and to protect, preserve, and promote areas of historical, cultural, or architectural importance and significance. These provisions are specifically intended to:

- 1.2.1. Preserve and protect the Town's rural atmosphere by regulating and limiting the density of development;
- 1.2.2. Lessen congestion in the streets;
- 1.2.3. Secure safety from fire, panic, and other dangers;
- 1.2.4. Prevent the overcrowding of land;
- 1.2.5. Ensure the provision of adequate size of yards, courts, and open space for adequate light, air, and fire safety;
- 1.2.6. Conserve the value of buildings and land;
- 1.2.7. Avoid undue concentration of population;
- 1.2.8. Promote health, safety, morals, and the general welfare

1.3. The provisions of this ordinance shall apply to all land, buildings, structures, and uses thereof located within the Town of Poetry and its extraterritorial jurisdiction unless an exclusion is provided by the terms of this ordinance or as otherwise exempted by state law.

1.4. To the extent allowed by law, the provisions of this Code shall apply to all land, buildings, structures, and uses owned by government agencies, including all municipal, state, and federal lands, within the corporate limits of the Town and its extraterritorial jurisdiction.

1.5. No building or structure shall be erected, converted, enlarged, reconstructed, or altered for use, nor shall any land, building, or structure be used or changed, except in accordance with all of the applicable regulations established by this ordinance.

SECTION 2. ZONING DISTRICTS ESTABLISHED

2.1. Zoning Districts Identified

The Town of Poetry, Texas, is hereby divided into zoning districts as listed in the section.

ABBREVIATED DESIGNATION	ZONING DISTRICT NAME
AR	AR: Agrarian. Farm/cattle land and large residential properties (= or >5 acres)
SF-E	SF-E: Single Family Estate. Mid-sized residential properties (2.5 - <5 acres)
SF	SF: Single Family. Small residential properties (1 - <2.5 acres)
B	B: Business. Light retail and neighborhood services

2.2. Description and Purpose of Zoning Districts

AR- Agrarian Residential District: This district provides for the farming, ranching, residential, and gardening activities on land being utilized for these purposes. Density in this district is limited to one residential dwelling unit per 2.5 acres of the mother tract.

SF-E - Single-Family Residential - Estate: The SF-E district provides for residential use and development on large lots with a minimum lot size of 108900 square feet (two and a half acres). Density in this district is limited to one residential dwelling unit per 2.5 acres of the mother tract.

SF – Single Family Residential: This SF District provides for residential use and development on lots that are less than 108900 square feet (two and a half acres). Density in this district is limited to one residential dwelling unit per lot.

B - Business District - Light Retail, and Neighborhood Services. This district is intended for neighborhood shopping facilities and retail and/or commercial facilities of a service character. Uses developed under the standards of the B District are designed to provide a compatible relationship between the nonresidential use and development and adjacent residential areas.

SECTION 3. ZONING DISTRICT MAP

3.1. Zoning District Boundaries Delineated on Zoning District Map

The proposed boundaries of the zoning districts set out herein are delineated upon the Zoning District Map of the Town of Poetry, Texas, said map being hereby adopted as part of this ordinance as fully as if the same were set forth herein in detail.

3.2. Regulations for Maintaining Zoning District Map

Upon adoption, two (2) original, official, and identical copies of the Zoning District Map bearing the signature of the Mayor and attestation of the Town Secretary shall be filed and maintained as follows:

- 3.2.1. One copy shall be filed with the Town Secretary, to be retained and labeled as the "Original Zoning Map" and shall not be changed in any manner.
- 3.2.2. One copy shall be filed with the Town Secretary and shall be maintained up-to-date by posting thereon all changes and subsequent amendments. A written record (logbook) shall be kept by the Town Secretary of all changes made to the Zoning District Map.
- 3.2.3. Reproductions of the original and most current Zoning District Map may be made for information purposes.

SECTION 4. ZONING DISTRICT BOUNDARIES

4.1. Rules for Determining District Boundaries

The district boundary lines of zoning districts shown on the zoning district map are usually along streets and property lines, or extensions thereof. Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:

- 4.1.1. Boundaries indicated as approximately following streets shall be construed to follow the centerline of such street, highway, or alley.
- 4.1.2. Boundaries indicated as approximately following platted lot lines shall be construed as following such lines.
- 4.1.3. Boundaries indicated as approximately following Town limits shall be construed as following Town limits.
- 4.1.4. Where physical features of the ground are at variance with information shown on the Official Zoning Map, or if there arises a question as to how a parcel of property is zoned and such question cannot be resolved, or the zoning of property is invalidated by a final judgment of a court of competent jurisdiction, the property shall be considered as AR - Agrarian District, temporarily.

SECTION 5. ZONING OF ANNEXED TERRITORY

5.1. Permanent Zoning Concurrent With Zoning

An area (or areas) being annexed to the Town of Poetry shall ordinarily be given permanent zoning concurrently with the annexation.

5.2. Temporary Classification

In instances in which the zoning of a newly annexed territory concurrently with the annexation is

not accomplished, the annexed territory shall be temporarily classified as AR – Agrarian District, until permanent zoning is established by the Town Council. The procedure for establishing permanent zoning of annexed territory shall conform to the procedure established by law for changes to zoning district boundaries. The Town Council shall determine a permanent zoning for such area as soon as practicable after annexation.

SECTION 6. COMPLIANCE WITH ZONING REGULATIONS & SIGNAGE

6.1. Exclusions/Grandfathering

Nothing herein contained shall require any change in the plans, construction, or designated use of a building under construction or the use of land at the time of the passage of this ordinance.

6.2. Signage

No off-premise or on-premise sign in excess of ten (10) feet in height, measured from the average grade of the property on which the sign is erected, shall be constructed or be allowed on any lot or tract in the Town or within the Town's extraterritorial jurisdiction unless authorized by a majority vote of the Town Council. The regulations contained within this ordinance pertaining to nonconforming structures shall apply to signs. Wall mounted signs shall not exceed the maximum height of the building. The total signs, wall mounted or freestanding, shall not exceed 160 square feet per building. There shall be no more than one freestanding sign per lot, excluding parking signs, menu signs for restaurant drive-throughs, and on-site directional signs. The square footage of wall mounted signs shall not exceed 20% of the square footage of the wall on which it is erected. The maximum size for any one sign shall be 64 square feet.

6.3 No waste water treatment facilities or plants and no wastewater transmission lines other than service lines to On-Site Septic Facilities to an individual residential dwelling are permitted within the Town.

SECTION 7. AR – AGRARIAN RESIDENTIAL

7.1. General Purpose and Description

This district provides for the continuance and use of land for residential, farming, ranching, raising, producing, or keeping plants or animals, or cultivation and management of other natural resources or farm products on land being utilized for these purposes. Accessory uses that are incidental to the permitted uses are also allowed, and may include dwellings for proprietors and family thereof, employees, barns, storage of grain, animal raising, feed preparation, and wholesale sales of products produced on-site. Density in this district will usually be no greater than one (1) single family dwelling unit per 2.5 acres of the mother tract and may include other buildings and structures incidental to agricultural use including barns, stables, and loafing sheds.

7.2. Permitted Uses

A building or premise shall be only for the following purposes:

- 7.2.1. Single family dwelling use;
- 7.2.2. Farming and raising of crops, fruits and vegetables;
- 7.2.3. Ranching and raising of livestock (excluding commercial feed lots);

- 7.2.4. Parks, playgrounds, community buildings, libraries, museums, and other public recreational facilities, police and fire stations, and similar public uses owned and/or operated by the Town or other public agency; and privately owned and maintained playgrounds and like recreation areas;
- 7.2.5. Churches and public and private schools; and
- 7.2.6. Such other uses as may be permitted with a Specific Use Permit.

7.3. Height and Area Regulations

See Appendix 1, Area, Setback, Height, and Coverage Regulations.

7.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

SECTION 8. SF-E – SINGLE-FAMILY RESIDENTIAL – ESTATE

8.1. General Purpose and Description

The SF-E district provides for residential development and use on large lots with a minimum lot size of two and a half acres. Density in this district will usually be no greater than one (1) single family dwelling unit per 2.5 acres of the mother tract. Uses that are incidental to the permitted uses are also allowed.

8.2. Permitted Uses

A building, land, or premises in the SF-E District shall be used only for the following purposes:

- 8.2.1. Single family dwelling use;
- 8.2.2. Parks, playgrounds, community buildings, libraries, museums, and other public recreational facilities, police and fire stations, and similar public uses owned and/or operated by the Town or other public agency; and privately owned and maintained playgrounds and like recreation areas;
- 8.2.3. Churches and public and private schools; and
- 8.2.4. Such other uses as may be permitted with a Specific Use Permit.

8.3. Height and Area Regulations

See Appendix 1, Area, Setback, Height, and Coverage Regulations.

8.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

SECTION 9 SF – SINGLE FAMILY RESIDENTIAL:

9.1. General Purpose and Description: This SF District provides for residential use and development on lots that are at least one acre but less than two and a half acres. Uses that are incidental to the permitted uses are also allowed. Density in this district is limited to one single family dwelling unit per lot.

9.2. Permitted Uses

A building or premise in an SF-E District shall be used only for the following purposes:

- 9.2.1. Single family dwelling use;
- 9.2.2. Parks, playgrounds, community buildings, libraries, museums, and other public recreational facilities, police and fire stations, and similar public uses owned and/or operated by the Town or other public agency; and privately owned and maintained playgrounds and like recreation areas;
- 9.2.3. Churches and public and private schools; and
- 9.2.4. Such other uses as may be permitted with a Specific Use Permit.

9.3. Height and Area Regulations

See Appendix 1, Area, Setback, Height, and Coverage Regulations.

9.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

SECTION 10. B – BUSINESS – LIGHT RETAIL, AND NEIGHBORHOOD SERVICES

10.1. General Purpose and Description.

The Business District – B - is intended for neighborhood shopping facilities, and retail and/or commercial facilities of a service character for large lots with a minimum lot size of two and a half acres. The B District is established to accommodate the daily and frequent retail needs of the community as well as those that are incidental to agricultural uses. The following regulations shall apply to all uses in the district:

10.2. Permitted Uses

10.2.1. Offices such as:

- 10.2.1.1. Executive and administrative offices;
- 10.2.1.2. Business offices of a public utility, real estate, insurance, commercial or industrial establishment;
- 10.2.1.3. Medical, dental offices and clinics, legal, engineering, architectural, and similar professional offices, accounting, auditing, and bookkeeping service offices;
- 10.2.1.4. Finance agency offices and banks, including drive-through facilities;
- 10.2.1.5. Miscellaneous business services such as credit reporting agencies, stenographic services, business and management consulting services;
- 10.2.1.6. Offices of non-profit organizations;
- 10.2.1.7. Municipal and other governmental offices; and
- 10.2.1.8. Any other office in which goods or merchandise are not commercially created, displayed, stored, exchanged, or sold.

10.2.2. Retail sales and personal service shops and establishments as follows:

- 10.2.2.1. Clothing/cloth shops under 2500 square feet.
- 10.2.2.2. Feed/tack store;
- 10.2.2.3. Postal stores/service;
- 10.2.2.4. Restaurants serving food and beverages;
- 10.2.2.5. Self-storage;
- 10.2.2.5. Skin care or beauty or barber shops.

10.3. Height and Area Regulations

See Appendix 1, Area, Setback, Height, and Coverage Regulations.

10.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

SECTION 11. USE OF LAND AND BUILDINGS

No land shall hereafter be used and no building or structure shall hereafter be occupied, used, erected, altered, removed, placed, demolished, or converted which is contrary to the following table. In addition to the uses specified in each of the zoning districts, the following additional uses are allowed in the designated districts (the letter “A” indicates an allowed use, the letter “S” indicates a use allowed only by Specific Use Permit, and a blank space means that the use is prohibited):

TYPE OF USE	AR	SF-E	SF	B
Accessory building	A	A	A	A
Carport	A	A	A	A
Garage, private	A	A	A	A
Home Occupation	A	A	A	A
Manufactured Housing, HUD-Code	A	A	A	
Manufactured Homes	A	A	A	
Stable, private	A	A	A	S

SECTION 12. CLASSIFICATION OF NEW AND UNLISTED USES

12.1. Procedure For Classifying New/Unlisted Uses

It is recognized that new types of land use will develop and forms of land use not anticipated may seek to locate in the Town. To provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

- 12.1.1. The Town Secretary shall refer the question concerning any new and unlisted use to the Town Council as to the zoning classification(s) into which such use should be placed. The referral of the use interpretation question shall be accompanied by a statement of facts listing the nature of the use and whether it involves dwelling activity, sales, processing, type of product, storage and amount and nature thereof, enclosed or open storage, anticipated employment, transportation requirements, the amount of noise, odor, fumes, dust, toxic

material, and vibration likely to be generated and the general requirements for public utilities such as water and sanitary sewer.

12.1.2. The Town Council shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts, in determining the zoning district or districts within which such use should be permitted.

12.1.3. The Town Council makes such determination concerning the classification of such use as is determined appropriate, based upon its findings. If the proposed use is substantially similar to an existing allowed use, the Town Council's determination shall be final. If the Council determines that the proposed use is not substantially similar to an allowed use, the Town Council may amend these regulations or allow the use by SUP.

SECTION 13. NONCONFORMING USES, STRUCTURES, AND LOTS

13.1. Uses in Existence at Time of Adoption of Ordinance

A nonconforming status shall exist when a use, structure, or lot that does not conform to the regulations prescribed in the district in which such use or structure is located was in existence prior to the adoption of this ordinance or an amendment rendering the use, structure or lot nonconforming.

13.2. Expansion of Nonconformity Prohibited

No nonconforming use, structure, or lot may be expanded or increased on or beyond the lot or tract upon which such nonconforming use or structure is located as of the effective date of this ordinance.

13.3. Repairs/Normal Maintenance on Nonconforming Uses Permitted

Repairs and normal maintenance may be made to a nonconforming building or structure.

13.4. Change of Nonconforming to Conforming Use

Any nonconforming use, structure, or lot may be changed to a conforming use, structure, or lot, and once such change is made, the use, structure, or lot shall not thereafter be changed back to a nonconforming use.

13.5. Abandonment/Discontinuation of Nonconformity

Whenever a nonconforming use or structure is abandoned, all nonconforming rights shall cease, and the use of the premises or structure shall thenceforth be in conformity with this ordinance. Abandonment shall involve the intent of the user or owner to discontinue a nonconforming operation and an act of discontinuance. Discontinuance of a nonconforming use or the vacancy of a nonconforming structure for a period of at least six (6) months shall be construed as prima facie proof of intent to abandon the nonconforming use or structure. Any nonconforming use occurring within a structure that is moved from the premises shall be considered to have been abandoned. Any nonconforming structure that is damaged or destroyed by fire, flood, or other natural causes shall terminate all nonconforming rights in and to the structure if the cost to repair the damage is at least 150% of the value of the structure.

13.6. One Main Building on a Lot or Tract

In single family residential districts, a lot shall have no more than one main building per 2.5 acres of the mother tract.

SECTION 14. PLANNING AND ZONING COMMISSION/BOARD OF ADJUSTMENTS

14.1. Organization and Appointment of Planning Commission

The Town Council shall serve as the Planning and Zoning Commission until such time as a separate Commission is deemed desirable and is established by the Town Council.

14.2. Organization and Appointment of Board of Adjustment

The Town Council shall serve as the Board of Adjustment until such time as a separate Board is deemed desirable and is established by the Town Council. When presiding as a Board of Adjustment, a quorum shall be at least four (4) members of the Town Council. When presiding as a Board of Adjustment, the Town Council shall have the authority to hear and consider appeals from orders of Town officials in zoning matters, variances based on unnecessary hardship, and special exceptions where the terms of an ordinance delegate the authority to consider special exceptions.

SECTION 15. DEFINITIONS

15.1 General Rules of Construction:

The following rules of construction shall apply to the interpretation of words used in this ordinance:

- 15.1.1: words used in the present tense include the future tense;
- 15.1.2: words used in the singular number include the plural number;
- 15.1.3: words in the plural number include the singular number;
- 15.1.4: the words "building" and "structure" are synonymous;
- 15.1.5: the words "lot", "plot" and "tract" are synonymous; and

15.1.6: the word “shall” is mandatory and not discretionary.

15.2 Definitions

The following words, terms, and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory Use or Building - An accessory building or use is one which: (a) is subordinate to a main building or primary use; and (b) is located on the same lot as the main building or primary use. An accessory building is a structure that is not connected or attached to the main building by a common roof line.

Acre - An area of land consisting of 43,560 square feet. As used in these regulations, acreage is net, not gross; the area comprised by an acre of land does not include areas occupied by streets, alleys, and drainage ways.

Agrarian Driveways - Roads which allow for the accessing of non-residential portion of a property where activities are conducted, relating to or in support of farming, ranching, forestry and/or other agricultural endeavors. The surface of the driveway must be water permeable, i.e. No asphalt or concrete.

Building - Any structure built for the support, shelter, and enclosure of persons, animals, chattels, or movable property. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building.

Building, Main or Primary - A building in which is conducted the principal use of the lot on which it is situated. Detached accessory buildings (not connected and sharing a common roof line) do not comprise the main or primary building.

Carport - A structure open on a minimum of two (2) sides designed or used to shelter vehicles.

Dwelling Unit - A building or portion thereof designed exclusively for residential occupancy, including dwelling units that may specifically be designated as one-family or single-family, and two-family. The phrase “dwelling unit” does not refer to buildings designed and used as hotels, boarding houses, rooming houses, multiple-family dwellings, and motels.

Driveway - A private vehicular access way interfacing with public roads, providing a connection between a public or private street, including access ways denoted as private roads, and a property. Driveways are intended for the ingress and egress of vehicles to and from the property.

Family - One or more persons related by blood, marriage, or adoption, or a group not to exceed four persons not all related by blood or marriage, adoption or guardianship, occupying a dwelling unit and living as a single housekeeping unit.

Farm, Ranch, or Orchard - An area of five (5) acres or more that is used for growing of usual farm products and/or raising of usual farm products and animals and including the necessary accessory uses for raising, treating, and storing products raised on the premises, but not including the commercial feeding of offal

or garbage to swine or other animals and not including any type of agriculture or husbandry specifically prohibited by ordinance or law. Farm, ranch, or orchard use shall not cause a hazard to health by reason of unsanitary conditions.

Garage, Private - A detached accessory building or portion of the main building designed for parking or temporary storage of automobiles of the occupants of the premises; if occupied by vehicles of others, it is a storage space.

Green Space - Land not included in individual building sites or parking lots.

Home Occupation - A gainful occupation or profession conducted by persons residing on the premises and conducted entirely within the dwelling or its accessory buildings. The use is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the character of the residence or adversely affect the residential character of the neighborhood.

HUD-Code Manufactured Home - means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, built on a permanent chassis, designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities, transportable in one or more sections, and, in the traveling mode, at least eight body feet in width or at least 40 body feet in length, or, when erected on site, at least 320 square feet, includes the plumbing, heating, air conditioning, and electrical systems of the home, and does not include a recreational vehicle as defined by 24 C.F.R. 3282.8(g).

Lot - An undivided tract or parcel of land under one (1) ownership having frontage upon a public street or officially approved place, either occupied or to be occupied by a building or building group, together with accessory buildings, and used together with such yards and other open spaces as are required by this ordinance, which parcel of land is designated as a separate and distinct tract and is identified by a tract or lot number or symbol in a duly approved subdivision plat of record or in a survey.

Manufactured Housing and Manufactured Home - mean a HUD-code manufactured home or mobile home and collectively means and refers to both.

Mobile Home - means a structure constructed before June 15, 1976, built on a permanent chassis, designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities, transportable in one or more sections, and, in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet, and includes the plumbing, heating, air conditioning, and electrical systems of the home.

Mother Tract - A contiguous expanse of land that is owned and operated as a single, unified tract. This classification allows for a holistic management approach, disregarding traditional divisions such as tax jurisdictions, county boundaries, Town limits, and Extraterritorial Jurisdiction (ETJ) limits. It treats multiple plats or parcels of land, even if they straddle different administrative or legal boundaries, as one integrated entity for purposes of development, management, and regulation.

Nonconforming Lot - A parcel of land having less area, frontage, or dimensions than required in the district in which it is located, but which existed prior to the adoption of the district regulations.

Nonconforming Structure - A structure or building having a dimension or setback than otherwise required by the regulations applicable to the district in which it is situated, but which was constructed prior to the adoption of the district regulations.

Nonconforming Use - A use of land lawfully used and occupied prior to the effective date of an ordinance or regulation that does not conform to the use regulations of the district in which it is situated.

Sign - Any device, name, number, identification, description, announcement, declaration, demonstration, flag, banner, pennant, illustration, light, or insignia, and the supporting structure of any of the same, placed upon or affixed directly or indirectly to or upon any building or outdoor structure, or erected or maintained upon a piece of land which directs attention to any object, product, service, place, activity, person, institution, organization, or business, except that holiday lights and decorations shall not be considered signs. This definition doesn't include, fire lane government required, parking, traffic, safety signs, or similar signs.

Single-Family Dwelling - A detached building designed exclusively for occupancy by one (1) family, including manufactured housing or manufactured homes.

Stable, Private - An accessory building used for quartering horses.

SECTION 17. CHANGES AND AMENDMENTS TO ALL ZONING ORDINANCES AND DISTRICTS AND ADMINISTRATIVE PROCEDURES

17.1. Declaration of Policy

The Town declares the enactment of these regulations governing the use and development of land, buildings, and structures to be a measure necessary for the orderly development of the community. Therefore, no change shall be made in these regulations or within the boundaries of the zoning districts except:

- 17.1.1. To correct any error in the regulations or map.
- 17.1.2. To recognize changed or changing conditions or circumstances in a particular locality.
- 17.1.3. To recognize changes in technology, style of living, or manner of doing business.

17.2. Authority to Amend Ordinance

The Town Council may from time to time, after public hearings required by law, amend, supplement, or change the regulations herein provided or the classification or boundaries of the zoning districts. Any amendment, supplement, or change to the text of this ordinance and/or the zoning map and any change

in the classification or boundaries of the zoning districts may be initiated by the Town Council or may be requested by the owner of the affected real property or the authorized representative of an owner of affected real property.

17.3. Changes in Zoning District Boundaries or Classifications

17.3.1. Upon filing an application for an amendment to the classification or boundaries of a zoning district with the Town secretary, the Town Council shall hold a public hearing on said application.

17.3.2. For zoning changes that seek to modify zoning district classifications or boundaries, written notice of the date, time, and location of the public hearing shall be:

17.3.2.1 sent to the owner of the property or his agent and to all owners of real property lying within two hundred (200) feet of the property on which the change in classification is proposed, such notice, mailed first-class postage prepaid, to be given at least thirty (30) days before the date of such hearing; and

17.3.2.2. published in the official newspaper of the Town or another newspaper of general circulation at least sixteen (16) days from the date of such publication; and

17.3.2.3. posted on the Town's website continuously for at least thirty (30) days prior to the public hearing; and

17.3.2.4. posted on the property by the applicant with a sign, plainly visible from the nearest public roadway, which shall state "Zoning Change Requested, for information call Town Hall" and the telephone number shall be listed. The sign shall be at least eighteen (18) by twenty-four (24) inches in size and shall be continuously posted for at least fifteen (15) days before the public hearing. However, failure of owners to receive notice of hearing, or the failure of signage to be posted, shall in no way affect the validity of the action taken.

17.3.3. For zoning changes that seek to amend regulations contained within this ordinance, written notice of the date, time, and location of the public hearing shall be published and posted in the manner and within the times set forth in subsections 17.3.2.2 (published in the Town's official newspaper) and 17.3.2.3 (posted on the Town's website).

Section 18. DRIVEWAYS AND ACCESS

18.1. Purpose

The purpose of this section is to regulate the location, design, and construction of driveways within the Town of Poetry, ensuring safe and efficient access to properties while preserving the character of different zoning districts.

18.2. Applicability

This section applies to all properties within the jurisdiction of the Town of Poetry, categorized under the following zoning districts:

18.2.1. Agrarian (AR):

18.2.1.1. One driveway or private road per dwelling unit.

18.2.1.2. Additional driveways for agrarian use are permitted, provided they are no closer than 500 linear feet of road frontage to any existing agrarian (non-residential) driveways. (The surface of the driveway must be water permeable, i.e. No asphalt or concrete.)

18.2.1.3. Driveways for agrarian use are defined as those connections to roads which allow for accessing the non-residential portion of a property where activities are conducted, relating to or in support of farming, ranching, forestry and/or other agricultural endeavors.

18.2.2. Single Family Estate Zone (SF-E):

18.2.2.1 One driveway or private road per dwelling unit.

18.2.2.2 One driveway for agrarian use.

18.2.3. Single Family Zone (SF):

18.2.3.1 One driveway or private road per dwelling unit of street frontage.

18.2.4. Business Zone (B):

18.2.4.1 Business driveways shall be at least thirty (30) foot wide by thirty (30) foot radius on the approach. Businesses shall have a no more than one driveway.

18.2.5. Residential Driveways

18.2.5.1. Maximum Width:

18.2.5.1.1. Residential driveways shall not exceed a maximum of twenty (20) feet in width.

18.2.6. Shared Access:

18.2.6.1 Driveways shared between two or more adjoining lots or parcels must conform to the same standards as driveways that are not shared.

18.2.7. Circular Driveways:

18.2.7.1. Circular driveways, defined as driveways serving one dwelling unit and entering and exiting the same roadway, are allowed and considered as one driveway.

18.2.7.2. Circular driveways must conform to all other specifications in this ordinance.

18.2.8 Driveway Apron

18.2.8.1 Maximum Width:

18.2.8.1.1. The apron, the flared portion of the driveway interfacing with the roadway, may be up to fifty feet wide as measured at the point of interface.

18.2.8.1.2. The flare must decrease so that the maximum allowable width of the driveway is achieved at a distance of no greater than sixty (60) feet from the interface of the driveway and road.

SECTION 19. SPECIFIC USE PERMITS

19.1. Purpose

Specific Use Permits (SUP's) are zoning classifications that may include regulations as a part of the zoning ordinance granting the SUP. The uses that normally fall into the specific use category are uses that have unique characteristics that may, depending on the location of the property, require different conditions and regulations not otherwise listed under the basic zoning districts, or uses that are not considered by this ordinance as an allowed use by right. The Town's consideration of SUP applications is discretionary, not ministerial, and may be granted or denied by the Town Council based on the best interests of the public health, safety, morals, and general welfare.

19.2. Process

An application for an SUP may only be filed by the owner of the affected property or his/her duly authorized agent. The Town may charge a fee to the applicant in an amount intended to compensate the Town for the costs of publication and administrative expenses. The Town Council shall conduct a public hearing on the application after notice of the date, time, and location is delivered, published, and posted in accordance with the notice requirements for zoning classification or district boundary changes.

19.3. Provision

If granted, the Town Council may impose reasonable conditions on the use allowed by the SUP, including but not limited to hours of operation, parking requirements, on-site signage, and limitations on the emission of noise, dust, and fumes. The specific conditions set forth in the ordinance granted by the SUP will supersede the provisions of this ordinance only when in direct conflict; otherwise, all zoning regulations under this ordinance will apply. The zoning map shall identify the properties on which a SUP has been granted.

SECTION 20. PENALTY FOR VIOLATIONS

Any person, association, or corporation violating any of the provisions of this ordinance shall upon conviction be fined a sum not to exceed two thousand dollars (\$2000.00) per day, and each day that the provisions of this ordinance are violated shall constitute a separate and distinct offense. The foregoing sanction is not exclusive and the Town may pursue any, and all other remedies associated with violations of its zoning regulations as may be allowed by law. Failure to comply with the provisions of this ordinance may result in fines, issuance of stop-work orders, or other enforcement actions as specified in Section.

SECTION 21. VALIDITY, SEVERANCE AND CONFLICT

If any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall be severed from and shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so determined to be invalid or unconstitutional. To the extent any provision of this ordinance conflicts with other ordinances of the Town of Poetry, the terms of this ordinance shall control.

SECTION 22. EFFECTIVE DATE

This ordinance shall be effective upon its adoption by the Town Council and the publication of its caption as the law may so require.

APPENDIX 1:

DISTRICT REGULATIONS

	AG	SF-E	SF	B-1
MAXIMUM HEIGHT (feet)	40	40	40	20
SIDE YARD WIDTH (feet)	5	5	5	5
MINIMUM REAR YARD (feet)	5	5	5	5
MINIMUM FRONT YARD (feet) {from centerline of the road}	75	75	75	55
MINIMUM LOT AREA (square feet)	217,800	108,900	43,560	108,900
MINIMUM LOT WIDTH (feet)	200	200	150	200
MINIMUM LOT DEPTH (feet)	311	311	200	311
MAXIMUM LOT COVERAGE	15%	10%	10%	10%
MINIMUM GREEN SPACE	50%	50%	50%	50%

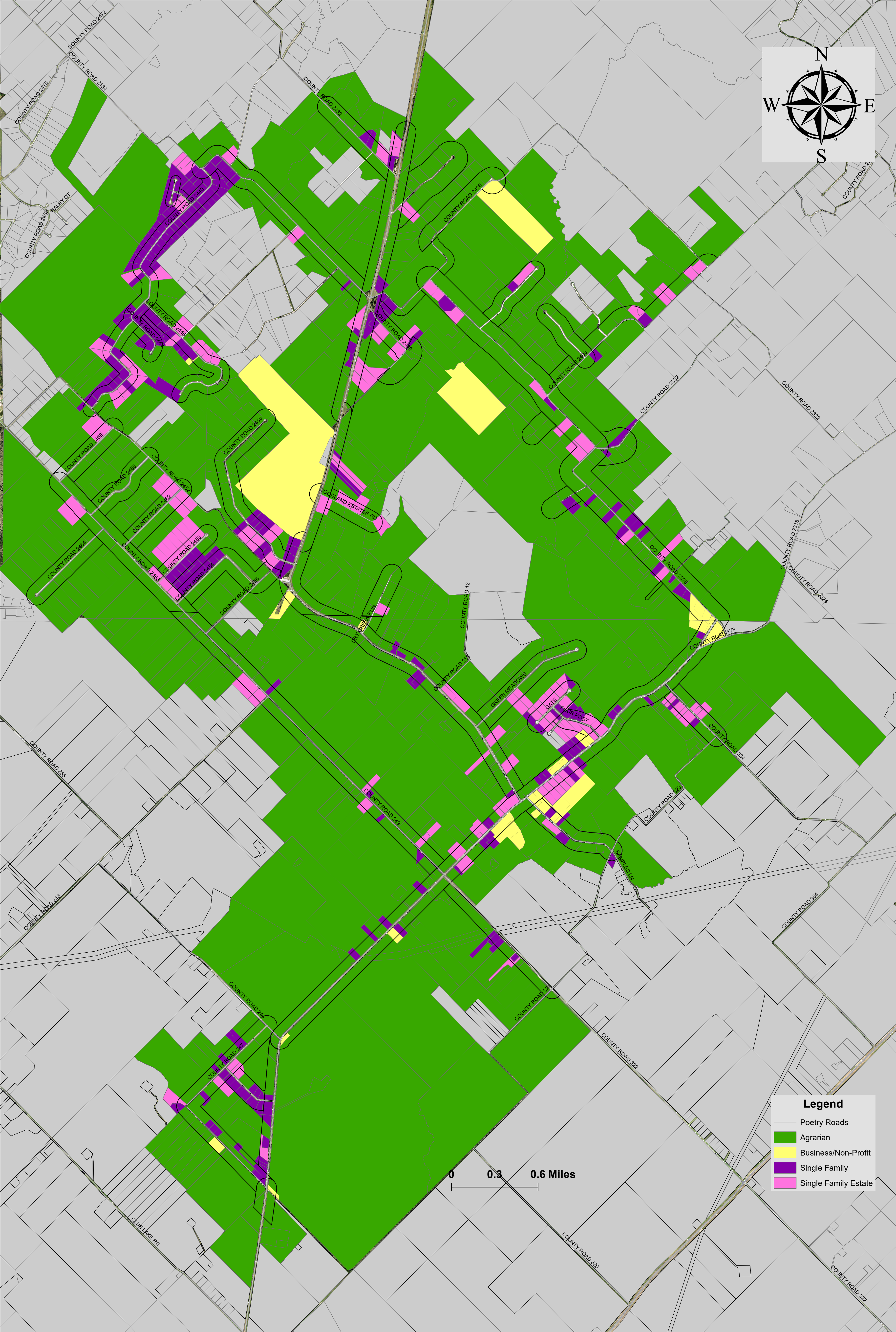
NOTES TO APPENDIX 1

- a) The minimum residential lot area for the various districts shall be in accordance with the regulations for each district, except that a lot having less area than required which was an official “lot of record” at the time of the adoption of this ordinance (a nonconforming lot) may be used for a one-family dwelling.
- b) No lot existing at the time of passage of this ordinance shall be reduced in area below the minimum requirements outlined in the respective district.
- c) The front yard setback shall be measured from the center line of the road at an existing street to the front face of the building, covered porch, covered terrace, or attached accessory buildings. Eaves and roof extensions or a porch without posts or columns may project into the required front yard for a distance not to exceed eight (8) feet and subsurface structures, platforms, or slabs may not project into the front yard to a height greater than thirty (30) inches above the average grade of the yard. On corner lots, the front yard setback shall be observed along the frontage of both intersecting streets (unless shown specifically otherwise on a final plat).
- d) The rear yard setback or depth is defined as the distance from the boundary of a lot that is most distant from or is most nearly parallel to the front lot line, and the front, rear, or side of any structure. The side yard setback or depth is the distance between the front, rear, or side of any structure and any lot line that is not the front or rear lot line. Eaves

and roof extensions or a porch without posts or columns may project into the required rear or side yard for a distance not to exceed eight (8) feet and subsurface structures, platforms, or slabs may not project into the yard to a height greater than thirty (30) inches above the average grade of the yard

- e) The height of a building is measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to (1) the highest point of the roof's surface, if a flat surface, (2) to the deck line of mansard roofs, or (3) to the mean height level between eaves and edge for hip and gable roofs and, in any event, excluding chimneys, cooling towers, elevator bulkheads, tanks, water towers, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding ten (10) feet. If the street grade is not officially established, the average front yard grade shall be used for a base level.
 - f) Where the frontage on one side of a street between two (2) intersecting streets is divided by two (2) or more zoning districts, the front yard shall comply with the requirements of the most restrictive district for the entire frontage.
 - g) Single-family dwellings require building lots of two and a half (2.5) acres or more, except in the SF-Single Family Residential District.
 - h) All measurements for minimum front yard and other related measures are from the center line of the road and include both the road and the right of way.
-

Town of Poetry Original Zoning Map 03/21/24



Town of Poetry Profit & Loss Budget vs. Actual

October 2023 through September 2024

Q2 Jan-March 2024

Table with 5 columns: Description, Oct '23 - Sep 24, Budget, \$ Over Budget, % of Budget. Rows include Income, Cost of Goods Sold, Expense, and various sub-categories like Franchise Fees, Donations, and Salary Secretaries.

Town of Poetry Profit & Loss Budget vs. Actual

October 2023 through September 2024

	Oct '23 - Sep 24	Budget	\$ Over Budget	% of Budget
Total 5700 Tech Support & Serv	1,421.84	4,421.56	-2,999.92	32.2%
5800 Legal Fees	5,729.67	12,000.00	-6,270.33	47.7%
5900 Town Insurance				
5910 Cyber Ins Policy	0.00	30.00	-30.00	0.0%
5920 Bldg Ins. *Craig & Leig	682.02	2,200.00	-1,517.98	31.0%
5930 TML Town Ins	0.00	1,270.00	-1,270.00	0.0%
5900 Town Insurance - Other	0.00	0.00	0.00	0.0%
Total 5900 Town Insurance	682.02	3,500.00	-2,817.98	19.5%
6000 Capital Expenditure				
6010 Cap Exp Road Refurbishment	0.00	90,161.00	-90,161.00	0.0%
6020 Cap Exp Signage	0.00	0.00	0.00	0.0%
6030 Cap Exp Bldg Improvement				
6033 Cap Exp Town Hall Septic	0.00	0.00	0.00	0.0%
6034 Capital Town Hall Improvem	0.00	0.00	0.00	0.0%
6035 ADA Ramp Town Hall	1,000.00	1,000.00	0.00	100.0%
6036 ADA Bathroom	0.00	0.00	0.00	0.0%
6037 Cap Exp Town Hall Parking	0.00	0.00	0.00	0.0%
6040 Cap Exp Parking Lot Improv	832.22	1,450.00	-617.78	57.4%
6075 Cap Bldg Skirt & Foam Spr	2,600.00	7,297.00	-4,697.00	35.6%
6085 Cap Exp Roofing	4,806.73	4,736.45	70.28	101.5%
6090 Cap Exp Landscaping	800.00	800.00	0.00	100.0%
6091 Cap Misc Overage	599.00	1,000.00	-401.00	59.9%
6095 Cap Exp HVAC	9,713.03	10,500.00	-786.97	92.5%
6030 Cap Exp Bldg Improvement - Other	0.00	0.00	0.00	0.0%
Total 6030 Cap Exp Bldg Improvement	20,350.98	26,783.45	-6,432.47	76.0%
6050 Cap Exp Pre-Lit Christmas	0.00	0.00	0.00	0.0%
6080 Cap Exp Office Equipment	0.00	0.00	0.00	0.0%
6070 Cap Exp Office Furniture	0.00	0.00	0.00	0.0%
6080 Cap Exp Sound & Audio	0.00	0.00	0.00	0.0%
6000 Capital Expenditure - Other	0.00	0.00	0.00	0.0%
Total 6000 Capital Expenditure	20,350.98	116,944.45	-96,593.47	17.4%
6100 Pothole Signage & Road Rel	12,890.11	22,000.00	-9,109.89	58.6%
6200 Grounds, Bldg Repair & Janito	1,331.67	3,500.00	-2,168.33	38.0%
6300 Election Expense	0.00	0.00	0.00	0.0%
6350 Town Hall Building Repairs	0.00	0.00	0.00	0.0%
6400 Bldg Utilities Exp				
6420 Town Hall Electricity	1,162.88	1,328.00	-165.12	87.6%
6430 Water Utilities	465.23	600.00	-134.77	77.5%
6450 Town Hall Internet & Phone	0.00	0.00	0.00	0.0%
6480 Town Hall Trash Service	32.49	372.00	-339.51	8.7%
6400 Bldg Utilities Exp - Other	0.00	0.00	0.00	0.0%
Total 6400 Bldg Utilities Exp	1,660.60	2,300.00	-639.40	72.2%
6410 Reimburse Church/Utilities	100.00	100.00	0.00	100.0%
6440 Internet & Phone Utility	374.78	0.00	374.78	100.0%
6500 Audit Expense	4,750.00	4,750.00	0.00	100.0%
6600 Rainy Day Fund Exp	0.00	11,683.99	-11,683.99	0.0%
6601 Rainy Day Prior Yr 21-22	0.00	0.00	0.00	0.0%
6700 Miscellaneous	0.00	0.00	0.00	0.0%
Total Expense	63,933.96	212,000.00	-148,066.04	30.2%
Net Income	30,766.19	0.00	30,766.19	100.0%

Back on track!

2024 **Current Results of Survey #1 Road Names change? Votes**

4/12/2024

Leave names "as is"	9
Change cr 249 back to 249/League Line Rd	6
Change cr 249 to Poetry Rd	<u>6</u>
total	<u>21</u>



CYBER LIABILITY & DATA BREACH RESPONSE

2023-2024

COVERAGE DOCUMENT



Effective October 1, 2023

(512) 491-2300

www.tmlirp.org

CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE DOCUMENT

COVERAGE PERIOD

This Cyber Liability and Data Breach Response Coverage Document shall be a part of the TML Municipal Liability Self-Insurance Plan and the TML Municipal Property Self-Insurance Plan, but none of the terms, conditions, definitions, or exclusions in the Texas Municipal League Joint Self-Insurance Fund Liability Coverage Document or the Texas Municipal League Joint Self-Insurance Fund Property Coverage Document shall apply to this Coverage Document. This Cyber Liability and Data Breach Response Coverage Document, and the Declarations of Coverage designating the coverages, limits, and retentions of this document shall constitute and herein be referred to as the **Coverage Document**.

Liability coverage is provided on a claims made and reported basis and applies only to claims first made against a **Covered Party** during the **Coverage Period** or the Optional Extension Period (if applicable) and reported to the **Fund** in accordance with the terms of this coverage.

Amounts incurred as claims expenses will reduce and may exhaust the limit of liability and are subject to retentions. Certain coverages require prior consent or approval.

Various provisions in this **Coverage Document** restrict coverage. Read the entire **Coverage Document** carefully to determine rights, duties, and what is and is not covered.

Throughout this **Coverage Document**, the word **Member** refers to the **Member** shown in the Cyber Liability and Data Breach Response Declarations of this **Coverage Document**. The word the **Fund** refers to the Texas Municipal League Joint Self-Insurance Fund.

Other words and phrases that appear in **bold** have special meaning. Refer to **Section II. DEFINITIONS**.

The terms and conditions of the termination provisions of the Interlocal Agreement, and any amendment to such terms and conditions, are the only terms and conditions incorporated herein and shall apply to coverage as is afforded by this **Coverage Document**, unless specifically stated otherwise in an endorsement(s) attached hereto.

SECTION I – COVERAGE AGREEMENTS

A. Breach Response

To provide **Breach Response Services** to the **Member** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that a **Covered Party** first discovers during the **Coverage Period**.

B. First Party Loss

To indemnify the **Member** for:

Business Interruption Loss

Business Interruption Loss that the **Member** sustains as a result of a **Security Breach** that a **Covered Party** first discovers during the **Coverage Period**.

Cyber Extortion Loss

Cyber Extortion Loss that the **Member** incurs as a result of an **Extortion Threat** first made against the **Member** during the **Coverage Period**.

Data Recovery Costs

Data Recovery Costs that the **Member** incurs as a direct result of a **Security Breach** that a **Covered Party** first discovers during the **Coverage Period**.

Reputational Loss

Reputational Loss that the **Member** incurs during the **Notification Period** as a result of (i) an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Member** first discovers during the **Coverage Period** and (ii) for which individuals have been notified pursuant to part 4 of the **Breach Response Services** definition.

C. Liability

Data & Network Liability

To pay **Damages** and **Claims Expenses**, which a **Covered Party** is legally obligated to pay because of any **Claim** first made against any **Covered Party** during the **Coverage Period** for:

1. a **Data Breach**;
2. a **Security Breach**;
3. the **Member's** failure to timely disclose a **Data Breach** or **Security Breach**;
4. failure by the **Covered Party** to comply with that part of a **Privacy Policy** that specifically:
 - (a) prohibits or restricts the **Member's** disclosure, sharing, or selling of **Personally Identifiable Information**;
 - (b) requires the **Member** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
 - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Member** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Regulatory Defense & Penalties

To pay **Penalties** and **Claims Expenses**, which a **Covered Party** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Covered Party** during the **Coverage Period** for a **Data Breach** or a **Security Breach**.

Payment Card Liabilities & Costs

To indemnify the **Member** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Covered Party** during the **Coverage Period**. For purposes of this **Coverage Document**, **PCI** means Payment Card Industry.

Media Liability

To pay **Damages** and **Claims Expenses**, which a **Covered Party** is legally obligated to pay because of any **Claim** first made against any **Covered Party** during the **Coverage Period** for **Media Liability**.

D. eCrime

To indemnify the **Member** for any direct financial loss sustained resulting from:

1. **Fraudulent Instruction;**
2. **Funds Transfer Fraud;** or
3. **Telephone Fraud;**

that a **Covered Party** first discovers during the **Coverage Period** or to indemnify the **Member** for **Criminal Reward Funds**.

SECTION II – DEFINITIONS

- A. Additional Covered Party** means any person or entity that the **Member** has agreed in writing to add as an **Additional Covered Party** under this coverage, provided an endorsement has been issued by the **Fund**, at the **Fund's** discretion, prior to the commission of any act for which such person or entity would be provided coverage under this coverage, but only to the extent the **Member** would have been liable and coverage would have been afforded under the terms and conditions of this **Coverage Document** had such **Claim** been made against the **Member**.
- B. Agreement** means the Interlocal Agreement executed between the **Fund** and the **Member** and the Declarations of Coverage designating those coverages, limits, and deductibles adopted by the **Member** in the Interlocal Agreement.
- C. Breach Notice Law** means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.
- D. Breach Response Services** means the following fees and costs in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:
1. for an attorney to provide necessary legal advice to the **Member** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
 2. for a computer security expert to determine the existence, cause, and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Member's Computer Systems**, to assist in containing it;
 3. for a **PCI Forensic Investigator** to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a **Qualified Security Assessor** to certify and assist in attesting to the **Member's PCI** compliance, as required by a **Merchant Services Agreement**;
 4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;
 5. to provide a call center to respond to inquiries about a **Data Breach**;
 6. to provide a credit monitoring, identity monitoring, or other solution approved by the **Fund** to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and
 7. public relations and crisis management costs directly related to mitigating harm to the **Member** which are approved in advance by the **Fund** in its discretion.

Breach Response Services will be provided by providers chosen by the **Fund**, from its panel, in consultation with the **Covered Party**, and will be subject to the terms and conditions of this **Coverage Document** and will not include any internal salary or overhead expenses of the **Member**.

E. Business Interruption Loss means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Member's** business operations caused by a **Security Breach**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; or (v) **Data Recovery Costs**.

F. Claim means:

1. a written demand received by any **Covered Party** for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties coverage agreement only, institution of a **Regulatory Proceeding** against any **Covered Party**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability coverage agreement only, a demand received by any **Covered Party** to fulfill the **Member's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**.

Multiple **Claims** arising from the same or a series of related, repeated, or continuing acts, errors, omissions, or events will be considered a single **Claim** for the purposes of this **Coverage Document**. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

G. Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense, and appeal of a **Claim**, if incurred by the **Fund**, or by the **Covered Party** with the **Fund's** prior written consent; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against a **Covered Party**; provided the **Fund** will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead, or other charges by the **Covered Party** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this **Coverage Document**, or costs to comply with any regulatory orders, settlements, or judgments.

H. Computer Systems means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Member**; or
2. with respect to coverage under the Breach Response and Liability coverage agreements, operated by a third party pursuant to written contract with the **Member** and used for the purpose of providing

hosted computer application services to the **Member** or for processing, maintaining, hosting, or storing the **Member's** electronic data.

- I. **Control Group** means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel), or risk manager of the **Member** and any individual in a substantially similar position.
- J. **Coverage Document** means the Cyber Liability and Data Breach Response Coverage Document and the Cyber Liability and Data Breach Response Declarations of Coverage designating the coverages, limits, and retentions of this coverage.
- K. **Coverage Period** means the period of time between the inception or effective date and the anniversary date listed in the Cyber Liability and Data Breach Response Declarations or the effective date of termination or cancellation of this Cyber Liability and Data Breach Response **Coverage Document** and specifically excludes any Optional Extension Period or any prior **Coverage Period** or renewal period.
- L. **Covered Party** means:
1. The **Member**;
 2. Any officer, director, elected or appointed official, and any member of a board or commission of the **Member**, but only with respect to the performance of his or her duties as such on behalf of the **Member**;
 3. An employee (including a part time, temporary and leased or seasonal employee) or **Individual Contractor** of the **Member**, but only for work done while acting within the scope of his or her employment or contract and related to the conduct of the **Member's** business;
 4. Any volunteer while acting within the scope of duties assigned by the **Member** and while under the general supervision of an officer, director, elected or appointed official, member of a board or commission of the **Member**, or an employee of the **Member**, but only for work related to the conduct of the **Member's** business;
 5. Any person who previously qualified as a **Covered Party** under parts 2-4 above, but only with respect to the performance of their duties as such on behalf of the **Member**.
 6. An **Additional Covered Party**, but only as respects **Claims** against such person or entity for acts, errors, or omissions of the **Member**.
- M. **Criminal Reward Funds** means any amount offered and paid by the **Member** with the **Fund's** prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this **Coverage Document**; but will not include any amount based upon information provided by the **Covered Party**, the **Covered Party's** auditors, or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this **Coverage Document** must expire no later than 6 months following the end of the **Coverage Period**.
- N. **Cyber Extortion Loss** means:
1. any **Extortion Payment** that has been made by or on behalf of the **Member** with the **Fund's** prior written consent to prevent or terminate an **Extortion Threat**; and
 2. reasonable and necessary expenses incurred by the **Member** with the **Fund's** prior written consent to prevent or respond to an **Extortion Threat**.
- O. **Cyber War** means any harmful act, or any series of related, repeated, or continuing harmful acts, conducted using one or more computers (which includes any software residing on such computer, and any associated devices or equipment) directed against one or more computers (which includes any software residing on such computer, and any associated devices or equipment) that is committed by, or at the direction or under the control of, a sovereign state, and which:

1. is conducted as part of a **War**; or
2. causes a major detrimental impact on:
 - (i) the functioning of another sovereign state due to disruption to the availability, delivery, or integrity of any **Essential Service** in that other sovereign state; and/or
 - (ii) the security or defense of another sovereign state,

provided however that **Cyber War** shall not mean the direct or indirect effect of such harmful act(s) which causes a major detrimental impact on a sovereign state as described in parts 2.(i). and/or 2.(ii). above, on any **Computer Systems** not physically located in a sovereign state which has suffered such major detrimental impact described in parts 2.(i). and/or 2.(ii). above.

P. Damages means a monetary judgment, award, or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by a **Covered Party**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions charged by or owed to a **Covered Party** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions, or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary, or multiple damages;
6. discounts, coupons, prizes, awards, or other incentives offered to the **Covered Party's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Covered Party** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs, or other amounts a **Covered Party** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Covered Party** is not liable, or for which there is no legal recourse against the **Covered Party**.

Q. Data means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

R. Data Breach means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody, or control of the **Member** or a third party for whose theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Member** is liable.

S. Data Recovery Costs means the reasonable and necessary costs incurred by the **Member** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Member** to reach this determination.

Data Recovery Costs will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; (iv) **Cyber Extortion Loss**; or (v) any of the **Member's** internal salary or overhead expenses.

T. Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

U. Essential Service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services, and/or services that are essential for the maintenance of the food, energy, and/or transportation sector.

V. Extortion Payment means **Money**, **Digital Currency**, marketable goods, or services demanded to prevent or terminate an **Extortion Threat**.

W. Extortion Threat means a threat to:

1. alter, destroy, damage, delete, or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse, or publicly disclose **Data**, **Personally Identifiable Information**, or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Member**.

X. Extra Expense means reasonable and necessary expenses incurred by the **Member** during the **Period of Restoration** to minimize, reduce, or avoid **Income Loss**, over and above those expenses the **Member** would have incurred had no **Security Breach** occurred.

Y. Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Member** maintains a bank account.

Z. Forensic Expenses means reasonable and necessary expenses incurred by the **Member** to investigate the source or cause of a **Business Interruption Loss**.

AA. Fraudulent Instruction means the transfer, payment, or delivery of **Money** or **Securities** by a **Covered Party** as a result of fraudulent written, electronic, telegraphic, cable, teletype, or telephone instructions provided by a third party, that is intended to mislead a **Covered Party** through the misrepresentation of a material fact which is relied upon in good faith by such **Covered Party**.

Fraudulent Instruction will not include loss arising out of:

1. fraudulent instructions received by a **Covered Party** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;
2. any actual or alleged use of credit, debit, charge, access, convenience, customer identification, or other cards;
3. any transfer involving a third party who is not a natural person **Covered Party** but had authorized access to the **Covered Party's** authentication mechanism;
4. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers, or mobile payments for merchant accounts;
5. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy, or illegitimacy of any product or service;
6. any liability to any third party, or any indirect or consequential loss of any kind;
7. any legal costs or legal expenses; or
8. proving or establishing the existence of **Fraudulent Instruction**.

BB. Fund means the Texas Municipal League Joint Self-Insurance Fund.

CC. Funds Transfer Fraud means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype, or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay, or deliver **Money** or **Securities** from any account maintained by the **Member** at such institution, without the **Member's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the **Member's** financial institution's bond or the financial institution's commercial crime policy;
2. any actual or alleged fraudulent, dishonest, or criminal act or omission by, or involving, any natural person **Covered Party**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary, or multiplied damages of any kind or any fines, penalties, or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience, or other cards or the information contained on such cards.

DD. Income Loss means an amount equal to:

1. net profit or loss before interest and tax that the **Member** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Member** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

EE. Individual Contractor means any natural person who performs labor or service for the **Member** pursuant to a written contract or agreement with the **Member**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error, or omission by any such **Individual Contractor**.

FF. Loss means **Breach Response Services, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, PCI Fines, Expenses and Costs, Penalties, Reputational Loss**, loss covered under the eCrime coverage agreement, and any other amounts covered under this **Coverage Document**.

Multiple **Losses** arising from the same or a series of related, repeated, or continuing acts, errors, omissions, or events will be considered a single **Loss** for the purposes of this Coverage.

With respect to the Breach Response and First Party Loss coverage agreements, all acts, errors, omissions, or events (or series of related, repeated, or continuing acts, errors, omissions, or events) giving rise to a **Loss** or multiple **Losses** in connection with such coverage agreements will be deemed to have been discovered at the time the first such act, error, omission, or event is discovered.

GG. Media Liability means one or more of the following acts committed by, or on behalf of, the **Member** in the course of creating, displaying, broadcasting, disseminating, or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion, and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark, or service name;
7. improper deep-linking or framing;
8. false arrest, detention, or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

HH. Media Material means any information, including words, sounds, numbers, images, or graphics, but will not include computer software or the actual goods, products, or services described, illustrated, or displayed in such **Media Material**.

II. Member means the political subdivision within the State of Texas listed in the Cyber Liability and Data Breach Response Declarations.

JJ. Merchant Services Agreement means any agreement between a **Covered Party** and a financial institution, credit/debit card company, credit/debit card processor, or independent service operator enabling a **Covered Party** to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.

KK. Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

LL. Notification Period means the 30-day period that begins on the specific date on which notified individuals first receive notification of the incident for which notification services are provided.

MM. PCI Fines, Expenses and Costs means the monetary amount owed by the **Member** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the **Fund's** prior consent, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Member** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees, or other fees unrelated to a **Data Breach**.

NN. Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Covered Party** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a Consumer Redress Fund);

but will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve, or remediate security or privacy practices, procedures, programs, or policies; (c) audit, assessment, compliance, or reporting costs; or (d) costs to protect the confidentiality, integrity, and/or security of **Personally Identifiable Information** or other information.

The ability to cover **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

OO. Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the **Member's** business operations.

PP. Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's driver's license or state identification number, social security number, unpublished telephone number, and credit, debit, or other financial account numbers in combination with associated security codes, access codes, passwords, or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

QQ. Privacy Policy means the **Member's** public declaration of its policy for collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to **Personally Identifiable Information**.

RR. Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity.

SS. Reputational Income Loss means the net profit resulting directly from the **Member's** business operations, before income taxes, that the **Member** is prevented from earning as a direct result of damage to the **Member's** reputation caused by an actual or reasonably suspected **Data Breach** or **Security Breach**. In determining **Reputational Income Loss**, due consideration shall be given to the prior experience of the **Member's** business operations before the beginning of the **Notification Period** and to the reasonable and probable business operations the **Member** could have performed had the actual or reasonably suspected **Data Breach** or **Security Breach** not occurred.

Reputational Income Loss does not include any internal salary, costs, or overhead expenses of the **Member**.

TT. Reputational Loss means the **Reputational Income Loss** during the **Notification Period**; provided that **Reputational Loss** shall not mean and no coverage shall be available under this coverage for any of the following: loss arising out of any liability to any third party for whatever reason; legal costs or legal expenses of any type; loss incurred as a result of unfavorable business conditions, loss of market, or any other consequential loss; or costs or expenses the **Member** incurs to identify, investigate, respond to, or remediate an actual or reasonably suspected **Data Breach** or **Security Breach**.

UU. Securities means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

VV. Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Covered Party**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability coverage agreements, a denial of service attack affecting computer systems that are not owned, operated, or controlled by a **Covered Party**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

WW. Telephone Fraud means the act of a third party gaining access to and using the **Member's** telephone system in an unauthorized manner.

XX. Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report, or other item of information of a third party not covered under this Coverage which is not available to the general public.

YY. Transfer Account means an account maintained by the **Member** at a **Financial Institution** from which the **Member** can initiate the transfer, payment, or delivery of **Money** or **Securities**.

ZZ. Unauthorized Access or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

AAA. Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Member** and is without knowledge of, consent, or acquiescence of any member of the **Control Group**.

BBB. Waiting Period means the period of time that begins upon the actual interruption of the **Member's** business operations caused by a **Security Breach** and ends after the elapse of twelve (12) hours.

CCC. War means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection, and/or military or usurped power.

SECTION III – EXCLUSIONS

The coverage under this **Coverage Document** will not apply to any **Loss** arising out of:

A. Bodily Injury or Property Damage

1. physical injury, sickness, disease, or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease, or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

B. Trade Practices and Antitrust

any actual or alleged false, deceptive, or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response coverage agreement; or
2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

C. Gathering or Distribution of Information

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending a **Covered Party** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles, or other communications, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording, or telemarketing is done by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending a **Covered Party** against allegations of unlawful audio or video recording;

D. Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident, or event committed or occurring prior to the inception date of this **Coverage Document** if any member of the **Control Group** on or before the inception date of this **Coverage Document** knew or could have reasonably foreseen that such act, error or omission, incident, or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim**, **Loss**, incident, or circumstance for which notice has been provided under any prior policy or coverage of which this **Coverage Document** is a renewal or replacement;

E. Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors, or omissions related to any of the **Member's** pension, healthcare, Welfare, profit sharing, mutual or investment plans, funds, or trusts;
3. any employer-employee relations, policies, practices, acts, or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response coverage agreement or parts 1., 2., or 3. of the Data & Network Liability coverage agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

F. Sale or Ownership of Securities & Violation of Securities Laws

1. the ownership, sale, or purchase of, or the offer to sell or purchase stock or other securities; or
2. an actual or alleged violation of a securities law or regulation;

G. Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by a **Covered Party**, or by others if the **Covered Party** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person **Covered Party**, if such **Covered Party** did not personally commit, participate in, or know about any act, error, omission, incident, or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions, or knowledge of a member of the **Control Group** will be imputed to the **Member**;

H. Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse, or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access or Use** of software code by a person who is not a past, present, or future employee, director, officer, partner, or independent contractor of the **Member**; or
3. use or misappropriation of any ideas, trade secrets, or **Third Party Information** (i) by, or on behalf of, the **Member**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent, or acquiescence of a member of the **Control Group**;

I. Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local, or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties coverage agreement;

J. Other Covered Parties & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Covered Party**; but this exclusion will not apply to a **Claim** made by an **Additional Covered Party** or an individual that is not a member of the **Control Group** under the Data & Network Liability coverage agreement; or
2. any business enterprise in which any **Covered Party** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Member**;

K. Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities, or change in value of accounts;
2. any loss, transfer, or theft of monies, securities, or tangible property of the **Covered Party** or others in the care, custody, or control of the **Member**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of a **Covered Party** which is lost, diminished, or damaged during transfer from, into, or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime coverage agreement;

L. Media-Related Exposures

with respect to the Media Liability coverage agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by a **Covered Party** or others for the reprinting, reposting, recall, removal, or disposal of any **Media Material** or any other information, content, or media, including any media or products containing such **Media Material**, information, content, or media;
4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. any actual or alleged gambling, contest, lottery, promotional game, or other game of chance; or
7. any **Claim** made by or on behalf of any independent contractor, joint venturer, or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer, or venture partner;

M. First Party Loss

with respect to the First Party Loss coverage agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. costs or expenses incurred by the **Covered Party** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect, or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach** or **Extortion Threat**;
3. failure or malfunction of satellites or of power, utility, mechanical, or telecommunications (including internet) infrastructure or services that are not under the **Member's** direct operational control; or
4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God, or other physical event;

N. War and Cyber War

The coverage under this **Coverage Document** will not apply to any **Loss** arising:

1. directly or indirectly out of **War**; or
2. from a **Cyber War**.

This exclusion applies notwithstanding anything to the contrary in this **Coverage Agreement** or any appendix or endorsement added to this.

O. Asbestos, Pollution, and Contamination

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged, or threatened formation, growth, presence, release, or dispersal of any fungi, molds, spores, or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged, or threatened formation, growth, presence, release, or dispersal of fungi, molds, spores, or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating, or removing such fungi, molds, spores, or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate, or decree that any party take action in response to the actual, potential, alleged, or threatened formation, growth, presence, release, or dispersal of fungi, molds, spores, or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating, or removing such fungi, molds, spores, or mycotoxins;

The **Fund** will have no duty or obligation to defend any **Covered Party** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate, or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged, or threatened formation, growth, presence, release, or dispersal of any fungi, molds, spores, or mycotoxins of any kind;

3. the existence, emission, or discharge of any electromagnetic field, electromagnetic radiation, or electromagnetism that actually or allegedly affects the health, safety, or condition of any person or the environment, or that affects the value, marketability, condition, or use of any property; or
4. the actual, alleged, or threatened discharge, dispersal, release, or escape of Pollutants; or any governmental, judicial, or regulatory directive or request that the **Covered Party** or anyone acting under the direction or control of the **Covered Party** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize Pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes, or waste. Waste includes but is not limited to materials to be recycled, reconditioned, or reclaimed.

P. Radioactive Contamination

ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

Q. Sanction Limitation

payment of a **Claim** or provision of a benefit that would expose the **Fund** to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom, or United States of America.

SECTION IV – LIMIT OF LIABILITY AND COVERAGE

The Data & Network and Media Aggregate Limit of Liability (Tower 1) listed in the Cyber Liability and Data Breach Response Declarations is the **Fund's** combined total limit of liability for all **Loss** payable under the Data & Network

Liability Coverage Agreement and the Media Liability Coverage Agreement of this **Coverage Document**. Coverage under Tower 1 is a separate aggregate from coverage under Tower 2 and Tower 3.

The Aggregate Limit of Liability and Coverage (Tower 2) listed in the Cyber Liability and Data Breach Response Declarations is the **Fund's** combined total limit of liability and coverage for all **Loss** payable under the First Party Loss coverages, the Regulatory Defense and Penalties Coverage Agreement, the Payment Card Liabilities & Costs Coverage Agreement, and the eCrime coverages of this **Coverage Document**. Coverage under Tower 2 is a separate aggregate from coverage under Tower 1 and Tower 3.

The Breach Response Limit of Coverage (Tower 3) listed in the Cyber Liability and Data Breach Response Declaration is the **Fund's** combined total limit of coverage for legal, forensic, public relations and crisis management, notification, call center, and credit or identity monitoring services payable for all **Loss** payable under Tower 3 of this **Coverage Document**. Coverage under Tower 3 is a separate aggregate from coverage under Tower 1 and Tower 2.

The limit of liability or coverage payable under each Coverage Agreement will be an amount equal to the applicable aggregate sublimit or limit listed in the Cyber Liability and Data Breach Response Declarations. Such amount is the aggregate amount payable under this **Coverage Document** pursuant to such Coverage Agreement and is part of, and not separate from, the applicable Aggregate Limit.

The **Fund** will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs, or Claims Expenses**, or to defend any **Claim**, after the respective Tower 1 Limit of Liability and/or Tower 2 Limit of Liability, have been exhausted, or after deposit of the Tower 1 Limit of Liability or Tower 2 Limit of Liability, whichever is applicable, in a court of competent jurisdiction.

SECTION V – RETENTIONS

The retention listed in the Cyber Liability and Data Breach Response Declarations applies separately to each incident, event, or related incidents or events giving rise to a **Claim** or **Loss**. The retention will be satisfied by monetary payments by the **Member** of covered **Loss** under each coverage agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one retention, the retention for each applicable coverage agreement will apply to such **Loss**, provided that the sum of such retention amounts will not exceed the largest applicable retention amount.

Coverage for **Business Interruption Loss** will apply after the **Waiting Period** has elapsed and the **Fund** will then indemnify the **Member** for all **Business Interruption Loss** sustained during the **Period of Restoration** in excess of the retention.

Satisfaction of the applicable retention is a condition precedent to the payment of any **Loss** under this **Coverage Document**, and the **Fund** will be liable only for the amounts in excess of such retention.

SECTION VI – OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this **Coverage Document** for any reason except the non-payment of contribution, the **Member** will have the right to purchase, for an amount equal to 100% of the expiring annual contribution, an Optional Extension Period of twelve (12) months. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Covered Party** during the Optional Extension Period and reported to the **Fund** during the Optional Extension Period, and arising out of any act, error, or omission committed before the end of the **Coverage Period**. In order for the **Member** to invoke the Optional Extension Period option, the payment of the additional contribution for the Optional Extension Period must be paid to the **Fund** within 60 days of the termination of this **Coverage Document**.

The purchase of the Optional Extension Period will in no way increase the **Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire contribution will be deemed earned, and in the event the **Member** terminates the Optional Extension Period for any reason prior to its natural expiration, the **Fund** will not be liable to return any contribution paid for the Optional Extension Period.

SECTION VII – GENERAL CONDITIONS

A. Notice of Claim or Loss

The **Covered Party** must notify the **Fund** of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Coverage Period**; or (ii) the end of the Optional Extension Period (if applicable).

With respect to **Breach Response Services**, the **Covered Party** must notify the **Fund** of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Covered Party**, but in no event later than 60 days after the end of the **Coverage Period**. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Member** must notify the **Fund** as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Coverage Period**. The **Member** must obtain the **Fund's** consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs**, **Business Interruption Loss**, and **Reputational Loss**, the **Member** must notify the **Fund** as soon as practicable after discovery of the circumstance, incident, or event giving rise to such loss. The **Member** will provide the **Fund** proof of **Data Recovery Costs**, **Business Interruption Loss**, and **Reputational Loss**. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the **Fund** no later than 6 months after the end of the **Coverage Period**.

The **Member** must notify the **Fund** of any loss covered under the eCrime coverage agreement as soon as practicable, but in no event later than 60 days after the end of the **Coverage Period**.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss, or eCrime coverage agreements and that is reported to the **Fund** in conformance with the foregoing will be considered to have been made during the **Coverage Period**.

B. Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response coverage agreement) a **Covered Party** may give written notice of such circumstance to the **Fund** as soon as practicable during the **Coverage Period**. Such notice must include:

1. the specific details of the act, error, omission, or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Covered Party** first became aware of the act, error, omission, or event.

Any subsequent **Claim** made against a **Covered Party** arising out of any circumstance reported to the **Fund** in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the **Fund** during the **Coverage Period**.

C. Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs coverage agreement, the **Fund** has the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed upon by the **Member** and the **Fund** but, in the absence of such agreement, the **Fund's** decision will be final.

With respect to the Payment Card Liabilities & Costs coverage agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed upon by the **Member** and the **Fund** and will be selected from one of the firms on the **Fund's** panel.

D. Settlement of Claims

If a **Covered Party** refuses to consent to any settlement recommended by the **Fund** and acceptable to the claimant, the **Fund's** liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Covered Party** plus sixty percent (60%) of any **Damages, Penalties, and PCI Fines, Expenses and Costs** above the amount for which the **Claim** could have been settled;

and the **Fund** will have the right to withdraw from the further defense of such **Claim**.

A **Covered Party** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the retention, provided that the entire **Claim** is resolved and the **Covered Party** obtains a full release on behalf of all **Covered Parties** and the **Fund** from all claimants.

E. Assistance and Cooperation

The **Fund** will have the right to make any investigation it deems necessary, and the **Covered Party** will cooperate with the **Fund** in all investigations, including investigations regarding coverage under this **Coverage Document** and the information and materials provided to the **Fund** in connection with the underwriting and issuance of this **Coverage Document**. The **Covered Party** will execute or cause to be executed all papers and render all assistance as is requested by the **Fund**. The **Covered Party** agrees not to take any action which in any way increases the **Fund's** exposure under this **Coverage Document**. Expenses incurred by a **Covered Party** in assisting and cooperating with the **Fund** do not constitute **Claims Expenses** under the **Coverage Document**.

A **Covered Party** will not admit liability, make any payment, assume any obligations, incur any expense, enter any settlement, stipulate to any judgment or award, or dispose of any **Claim** without the **Fund's** written consent, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

F. Subrogation

If any payment is made under this **Coverage Document** and there is available to the **Fund** any of the **Covered Party's** rights of recovery against any other party, then the **Fund** will maintain all such rights of recovery. A **Covered Party** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Covered Party** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the **Fund** waives its rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the **Fund**, and lastly to the retention. Any additional amounts recovered will be paid to the **Member**.

G. Other Insurance

The coverage under this **Coverage Document** will apply as primary over any other valid and collectible insurance available to any **Covered Party** with respect to the Breach Response and First Party Loss coverages in this **Coverage Document**, including any self-insured retention or deductible portion thereof unless such other insurance is written only as primary insurance over the Limit(s) of Liability and coverage of this **Coverage Document**. With respect to the Liability and eCrime coverages in this **Coverage Document**, the coverage under this **Coverage Document** will be excess over, and will not contribute with, any other valid and collectible insurance available to any **Covered Party**, regardless of whether such other insurance is stated to be primary, excess, or otherwise, unless such other insurance states by specific reference that it is excess over these coverages.

H. Action Against the Fund

No action will lie against the **Fund** or its representatives unless and until, as a condition precedent thereto, the **Covered Party** has fully complied with all provisions, terms, and conditions of this **Coverage Document** and the amount of the **Covered Party's** obligation to pay has been finally determined either by judgment or award against the **Covered Party** after trial, regulatory proceeding, arbitration, or by written agreement of the **Covered Party**, the claimant, and the **Fund**.

No person or organization will have the right under this **Coverage Document** to join the **Fund** as a party to an action or other proceeding against the **Covered Party** to determine the **Covered Party's** liability, nor will the **Fund** be impleaded by the **Covered Party** or the **Covered Party's** legal representative.

The **Covered Party's** bankruptcy or insolvency the **Covered Party's** estate will not relieve the **Fund** of its obligations hereunder.

I. Entire Agreement

By acceptance of the **Coverage Document**, all **Covered Parties** agree that this **Coverage Document** embodies all agreements between the **Fund** and the **Covered Party** relating to this **Coverage Document**. Notice to any agent, or knowledge possessed by any agent or by any other person, will not affect a waiver or a change in any part of this **Coverage Document** or stop the **Fund** from asserting any right under the terms of this **Coverage Document**; nor will the terms of this **Coverage Document** be waived or changed, except by endorsement issued to form a part of this **Coverage Document** signed by the **Fund**.

J. Assignment

The interest hereunder of any **Covered Party** is not assignable. If the **Covered Party** dies or is adjudged incompetent, such coverage will cover the **Covered Party's** legal representative as if such representative were the **Covered Party**, in accordance with the terms and conditions of this **Coverage Document**.

K. Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

L. Headings

The titles of paragraphs, clauses, provisions, or endorsements of or to this **Coverage Document** are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the **Coverage Document**.

M. Representation by the Member

All **Covered Parties** agree that the statements contained in the information and materials provided to the **Fund** in connection with the underwriting and issuance of this **Coverage Document** are true, accurate, and are not misleading, and that the **Fund** issued this **Coverage Document**, and assume the risks hereunder, in reliance upon the truth thereof.

N. Member Contact as Agent

The **Member's Contact**, as designated in the **Agreement**, will be considered the agent of all **Covered Parties** and will act on behalf of all **Covered Parties** with respect to the giving of or receipt of all notices pertaining to this **Coverage Document**, and the acceptance of any endorsements to this **Coverage Document**. The **Member** is responsible for the payment of all contributions and retentions and for receiving any return contributions.

O. Territory

This Insurance applies to **Claims** made, acts committed, or **Loss** occurring anywhere in the world.

P. Antistacking

In the event any incident, event, or related incidents or events, giving rise to a **Claim, Loss**, or an obligation to provide **Breach Response Services** triggers coverage under this **Coverage Document** and any other endorsement issued by the **Fund**, the **Fund's** liability under this **Coverage Document** and such other endorsements combined shall not exceed the amount of the largest **Aggregate Limit of Liability** or applicable sublimits of liability.



Texas Municipal League
Intergovernmental Risk Pool
1821 Rutherford Lane, First Floor • Austin, Texas 78754
P.O. Box 149194 • Austin, Texas 78714-9194
(512) 491-2300 • www.tmlirp.org





Cyber Liability and Breach Response Declarations of Coverage 2023-2024 Fund Year

Member Name: Poetry
 Member ID: 3317
 Effective Date: 05/28/2024
 Anniversary Date: 10/01/2024

Liability coverage is provided on a claims made and reported basis and applies only to claims first made against a **Covered Party** during the **Coverage Period** or the Optional Extension Period (if applicable) and reported to the **Fund** in accordance with the terms of this coverage. Amounts incurred as claims expenses will reduce and may exhaust the limit of liability and are subject to retentions. Certain coverages require prior consent or approval. Each Tower aggregate limit is separate from any other Tower aggregate limit.

	Aggregate Limit	Retention
Tower 1: Data & Network and Media Aggregate Limit of Liability	\$2,000,000	
Data & Network Liability Aggregate Limit	\$2,000,000	\$0
Media Liability Aggregate Limit	\$2,000,000	\$0
Tower 2: Aggregate Limit of Liability & Coverage	\$250,000	
Business Interruption Loss Aggregate Sublimit	\$50,000	\$5,000*
*The retention shall be the greater of the amount of "Business Interruption Loss" during the 12 hour "waiting period" or the retention specified in the Declarations		
Cyber Extortion Aggregate Sublimit	\$50,000	\$5,000
Data Recovery Costs Aggregate Sublimit	\$50,000	\$5,000
Reputational Loss Aggregate Sublimit	\$10,000	\$5,000
Regulatory Defense and Penalties Aggregate Sublimit	\$75,000	\$5,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$25,000	\$5,000
Fraudulent Instruction Aggregate Sublimit	\$50,000	\$5,000
Funds Transfer Fraud Aggregate Sublimit	\$50,000	\$5,000
Telephone Fraud Aggregate Sublimit	\$50,000	\$5,000
Criminal Reward Aggregate Sublimit	\$2,500	\$0
Tower 3: Breach Response Aggregate Limit of Coverage	\$150,000	
Breach Response Aggregate Limit	\$150,000	\$0
Billable Contribution:		\$185.43

Texas Municipal League Intergovernmental Risk Pool
 1821 Rutherford Lane, First Floor, Austin, Texas 78754
 (512) 491-2300 | (800) 537-6655



Schedule of Applicable Documents

Member Name: Poetry
Member ID: 3317
Coverage Period: 05/28/2024 to 10/01/2024 Shown As of 03/26/2024
Transaction Number: 0002054545

ID	Document Name	Revision Date
C100	Cyber Liability & Breach Response Declarations of Coverage	10/01/2023
X150	Schedule of Applicable Documents	06/01/2008
C500	Cyber Liability & Data Breach Response Coverage Document	10/01/2023





LIABILITY DECLARATIONS OF COVERAGE

Member Name: Poetry
 Member ID: 3317
 Contract Type: Liability
 Coverage Period: 05/28/2024 to 10/01/2024

GENERAL LIABILITY

Limits of Liability	:	\$	300,000	Each Occurrence
Sudden Events Involving Pollution	:	\$	300,000	Each Occurrence
		\$	600,000	Annual Aggregate
Deductible	:	\$	0	Each Occurrence
Billable Contribution	:	\$	171	Effective: 05/28/2024 Anniversary: 10/01/2024

LAW ENFORCEMENT LIABILITY

Limits of Liability	:	\$	300,000	Each Occurrence
	:	\$	600,000	Annual Aggregate
Deductible	:	\$	1,000	Each Occurrence
Billable Contribution	:	\$	256	Effective: 05/28/2024 Anniversary: 10/01/2024 Retroactive date: 05/28/2016

ERRORS & OMISSIONS LIABILITY

Limits of Liability	:	\$	300,000	Each Wrongful Act
	:	\$	600,000	Annual Aggregate
Deductible	:	\$	1,000	Each Wrongful Act
Billable Contribution	:	\$	256	Effective: 05/28/2024 Anniversary: 10/01/2024

TOTAL CONTRIBUTION

Total Billable Contribution	:	\$	683	Contract Effective: 05/28/2024 Contract Anniversary: 10/01/2024
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Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.



AUTOMOBILE DECLARATIONS OF COVERAGE

Member Name: Poetry
 Member ID: 3317
 Contract Type: Liability
 Coverage Period: 05/28/2024 to 10/01/2024

AUTOMOBILE LIABILITY

Limits of Liability	:	\$	300,000	Each Occurrence
Medical Payments Limit	:	\$	25,000	Each person
Deductible	:	\$	0	Each Occurrence
Billable Contribution	:	\$	171	Effective : 05/28/2024 Anniversary : 10/01/2024

AUTOMOBILE PHYSICAL DAMAGE

*** Coverage Not Selected ***

AUTOMOBILE CATASTROPHE

*** Coverage Not Selected ***

TOTAL CONTRIBUTION

Total Billable Contribution	:	\$	171	Contract Effective: 05/28/2024 Contract Anniversary: 10/01/2024
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Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

* Automobile Physical Damage Each Occurrence Deductible does not apply to hail.

Important Notice – Liability Coverage

Please include information below for any items that will be added to Member operations during the upcoming year **or** are currently in place **but not shown** on either the previous listing of exposures or the current Liability Schedule.

The operations shown below are **excluded** from Liability Coverage if not reported. Please enter the projected exposure information for all that apply.

<i>Description</i>	<i>Projected Exposure</i>		
♦ Amusement Parks - Total Revenue _____ <i>Note: This includes facilities with motor-driven rides or amusements, including water parks.</i>			
♦ Amusement Devices <u>not</u> associated with an Amusement Park - Provide Description: _____ <i>Note: This includes mechanical amusements such as trains, roller coasters, etc.</i>			
♦ Dams or Water Reservoirs - Total Acre Feet Capacity	_____		
♦ Day Care Operations - Average Daily Attendance _____ <i>Other than temporary recreation programs</i>	Operated by Member _____ Leased to Operator _____		
♦ Electric Utility Operations - Annual Electric Utility Payroll Excluding Clerical	_____		
♦ Gas Utility Operations - Annual Gas Utility Payroll Excluding Clerical	_____		
♦ Nursing Homes - Number of Facilities	_____		
♦ Water or Sewage Treatment Facilities <table style="float: right; margin-left: 20px;"> <tr> <td style="padding: 0 10px;">Yes</td> <td style="padding: 0 10px;">No</td> </tr> </table>	Yes	No	_____
Yes	No		
♦ Skateboard Facilities - Number of Facilities	_____		
♦ Wharves, piers, docks or other boat/vessel facilities - Total Revenue	_____		

Law Enforcement Liability: If you have added any of the following personnel not shown on the previous listing of exposures, please update the information below:

♦ Police Officers - Total Number	Full Time _____	Part Time _____
♦ Police Reserves - Total Number	Full Time _____	Part Time _____
♦ Police Clerical - Total Number	Full Time _____	Part Time _____
♦ Jails, Holding Facilities or Prisons Used to detain those under legal process	Square Feet <i>(Area of all holding facilities)</i>	_____
♦ Animals (Dogs or Horses)	Number	_____
♦ New or expanded Citizens on Patrol Program	Number of Participants	_____



Schedule of Applicable Documents

Member Name: Poetry
Member ID: 3317
Coverage Period: 05/28/2024 to 10/01/2024 Shown As of 04/03/2024
Transaction Number: 0002224065

ID	Document Name	Revision Date
LR147	Liability/Property Extension Declarations	04/28/1998
L201	Liability Declarations of Coverage	03/11/2004
L209	Automobile Declarations of Coverage	06/08/2006
X150	Schedule of Applicable Documents	06/01/2008
L105	Liability Schedule	01/02/2007
EL229	Coverage for Prior Occurrences	05/20/2002
EL268	Hired & Nonowned Automobiles - Limitation of Coverage	11/06/2003
EL287	Hired Automobiles – Auto Physical Damage	04/29/2014
L200	Liability Coverage Document	10/01/2022



Liability Schedule

Member Name: Poetry
 Member ID: 3317
 Contract Type: Liability
 Coverage Period: 05/28/2024 to 10/01/2024
 Population: 2,069

General Liability Line

Class Code	Classification Description	Reported Exposure
44100B	Municipalities (0-2,500 Pop.)	47,806

Law Enforcement Liability Line

Class Code	Classification Description	Reported Exposure
00016	Law Enforcement Liability "If Any"	1

Errors and Omissions Liability Line

Class Code	Classification Description	Reported Exposure
00016	E & O Liability - City - Under 2,500 Population	49

Notes Applicable to Fireworks and Special Events:

Sponsored Only: The actual operation or display is performed by independent contractors.
 Primary Coverage: The actual operation or display is performed by your own employees or volunteers.

COVERAGE FOR PRIOR OCCURRENCES

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

GENERAL LIABILITY LAW ENFORCEMENT LIABILITY

Member Name : Poetry
Member ID : 3317
Effective Date : 05/28/2024

It is agreed that coverage is extended to apply to **occurrences** taking place on or after 05/28/2016, resulting in a civil **claim** or **claims** first being made against the **Member** or **Covered Parties** during the **Fund Year**, provided written notice of such **claim(s)** is received by the **Fund** during the **Fund Year** or within twenty (20) days from the date that the **Member** withdraws from the **Fund**.

This extension of coverage does not apply to: 1) **occurrences** previously reported as **claims** to a prior insurer, 2) **occurrences** likely to give rise to a **claim** of which the **Member** had knowledge prior to joining the Pool, or (3) **claims** made against the **Member** during any extended reporting period provided by previous insurance.

Coverage provided under this extension shall be considered excess over any other valid and collectible insurance.

HIRED & NONOWNED AUTOMOBILES – LIMITATION OF COVERAGE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

AUTOMOBILE LIABILITY COVERAGE

Member Name : Poetry
Member ID : 3317
Effective Date : 05/28/2024

It is agreed that coverage applies only to **bodily injury** or **property damage** arising out of the operation, use, loading or unloading or maintenance of **hired automobiles** and **non-owned automobiles**.

HIRED AUTOMOBILES – AUTO PHYSICAL DAMAGE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

AUTOMOBILE LIABILITY

Member Name : Poetry
Member ID : 3317
Effective Date : 05/28/2024

Hired Automobiles covered under the Automobile Liability coverage shall also be covered under the Automobile Physical Damage coverage, subject to a deductible of \$500 per occurrence.

Secretary

17 pages 3 surveys

365 Property Devel.

From: Jaclyn Dalida <jaclynm@healthyhome365.com>
Sent: Monday, March 11, 2024 12:49 PM
To: Jonathan Blake; Simeon White; Tom Anderson; Terry Fowler; Mike Jaffe; Tara Senkevech; Secretary
Cc: chadd@365propertydev.com; Abbey Burge
Subject: Petition for Release for 365 Property Development, Exhibits A-F and Signature Pages
Attachments: Ex-A-metes-bounds-entire-property.pdf; Ex-B-survey map-entire-property.pdf; Ex-C-metes-bounds-area-released.pdf; Ex-D-survey-map-area-released.pdf; Ex-E-property-info-ID-33347.pdf; Ex-F-CAD-map-entire-property.pdf; Petition for Release - 365 Property Development.pdf

3 pages Redacted

Received 3/14/24

To Whom It May Concern:

Please see attached Petition for Release for 365 Property Development with attached exhibits. Check #2104 is being sent in the amount of \$125.00, for the filing fee.

Please see exhibits described below.

Ex-A-metes-bounds-entire-property.pdf

Ex-B-survey-map-entire-property.pdf

Ex-C-metes-bounds-area-released.pdf

Ex-D-survey-map-area-released.pdf

Ex-E-property-info-ID-33347.pdf

Ex-F-CAD-map-entire-property.pdf

Please confirm receipt of this email. Thank you.

Jaclyn McMillan Dalida

O: (469) 899-5217

C: (469) 774-2848

BOUNDARY DESCRIPTION

ALL that certain 195.40 acre lot, tract or parcel of land situated in the John J. Riels Survey, Abstract No. 871, Hunt County, Texas, and being all of the same land as a called 31.01 acre tract described in a deed from Betty L. Shipman to M. Hanna Construction Co., Inc. as recorded in Volume 1158, Page 47, Official Public Records, Hunt County, Texas, (O.P.R.H.C.T.), all of a called 12.506 acre tract described in a deed from Claymark Materials, Inc. to M. Hanna Construction Co., Inc. as recorded in Volume 1123, Page 201, O.P.R.H.C.T., and part of a called 152.311 acre tract described in a deed from Claymark Materials, Inc. to M. Hanna Construction Co., Inc. as recorded in Volume 1123, Page 184, O.P.R.H.C.T., said 195.40 acre tract being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the south corner of said 31.01 acre tract and the east corner of Trojan Horse Estates, Phase I, according to the plat thereof recorded in Cabinet A, Slide 142, Plat Records, Hunt County, Texas, (P.R.H.C.T.), and on the west line of F.M. Highway No. 1565 (120' R.O.W.), for a corner;

THENCE N 71°21'27" W along the southwest line of said 31.01 acre tract and the northeast line of said Trojan Horse Estates, Phase I, a distance of 299.89 feet to a nail found at an angle corner of said 31.01 acre tract and said Trojan Horse Estates, Phase I, for a corner;

THENCE N 51°37'44" W continuing along the southwest line of said 31.01 acre tract and the northeast line of said Trojan Horse Estates, Phase I, a distance of 1369.57 feet to a 1/2" iron rod found at the west corner of said 31.01 acre tract, the westerly most south corner of said 152.311 acre tract, the north corner of said Trojan Horse Estates, Phase I, and the southerly most east corner of Greco Estates according to the plat thereof recorded in Cabinet B, Slide 374, P.R.H.C.T., for a corner;

THENCE N 45°48'10" W along the southwest line of said 152.311 acre tract and a northeast line of said Greco Estates a distance of 1010.02 feet to a 1/2" iron rod found at the southerly most west corner of said 152.311 acre tract and an interior corner of said Greco Estates for a corner;

THENCE N 44°39'19" E (Basis of Bearing) along the southerly most northwest line of said 152.311 acre tract and a southeast line of said Greco Estates a distance of 2265.54 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract and the easterly most east corner of said Greco Estates for a corner;

THENCE N 40°59'18" W along the northerly most southwest line of said 152.311 acre tract and the northeast line of said Greco Estates a distance of 782.22 feet to a 1/2" iron rod found at an angle corner of said 152.311 acre tract for a corner;

THENCE N 42°18'02" W continuing along the northerly most southwest line of said 152.311 acre tract and the northeast line of said Greco Estates a distance of 1050.33 feet to a 1/2" iron rod found at an angle corner of said 152.311 acre tract, the north corner of said Greco Estates, and the southerly most east corner of a called 10.01 acre tract described in a deed to J.D. Richardson and Renee Richardson as recorded in Volume 1319, Page 392, O.P.R.H.C.T., for a corner;

THENCE N 43°42'18" W continuing along the northerly most southwest line of said 152.311 acre tract and the southerly most northeast line of said 10.01 acre tract a distance of 519.76 feet to a 1/2" iron rod found at the northerly most west corner of said 152.311 acre tract and an interior corner of said 10.01 acre tract for a corner;

THENCE N 43°26'31" E along the northerly most northwest line of said 152.311 acre tract and the northerly most southeast line of said 10.01 acre tract and the southeast line of a called 6.995 acre tract described in a deed to Gary L. Burch and Terri S. Krueger as recorded in Volume 674, Page 198, O.P.R.H.C.T., a distance of 625.60 feet to a 1/2" iron rod found at an angle corner of said 152.311 acre tract, the east corner of said 6.995 acre tract and the westerly most south corner of a called 5.500 acre tract described in a deed to William L. Fleming as recorded in Volume 317, Page 762, Real Property Records, Hunt County, Texas, (R.P.R.H.C.T.), for a corner;

THENCE N 41°27'10" E continuing along the northerly most northwest line of said 152.311 acre tract and the westerly most southeast line of said 5.500 acre tract a distance of 168.34 feet to a 3/8" iron rod found at the northerly most north corner of said 152.311 acre tract and an interior corner of said 5.500 acre tract for a corner;

THENCE S 44°34'08" E along the northeast line of said 152.311 acre tract and a southwest line of said 5.500 acre tract a distance of 48.37 feet to a 1/2" iron rod found at the west corner of said 12.506 acre tract and a south corner of said 5.500 acre tract for a corner;

THENCE S 44°34'08" E along the northeast line of said 152.311 acre tract and a southwest line of said 5.500 acre tract a distance of 48.37 feet to a 1/2" iron rod found at the west corner of said 12.506 acre tract and a south corner of said 5.500 acre tract for a corner;

THENCE N 45°12'46" E along the northwest line of said 12.506 acre tract and a southeast line of said 5.500 acre tract a distance of 160.80 feet to a 1/2" iron rod found at the north corner of said 12.506 acre tract and an interior corner of said 5.500 acre tract for a corner;

THENCE S 45°27'33" E along the northeast line of said 12.506 acre tract and a southwest line of said 5.500 acre tract and the southwest line of a called 5.500 acre tract described in a deed to Larry Ravert as recorded in Volume 307, Page 556, R.P.R.H.C.T., a distance of 456.01 feet to a 3/8" iron rod found at an angle corner of said 12.506 acre tract, the south corner of said Ravert 5.500 acre tract and the west corner of a called 20.000 acre tract described in a deed to John K. Boulware as recorded in Volume 1318, Page 163, O.P.R.H.C.T., for a corner;

THENCE S 45°19'29" E along the northeast line of said 12.506 acre tract and the southwest line of said 20.000 acre tract a distance of 880.68 feet to a 1/2" iron rod found at an angle corner of said 12.506 acre tract, the south corner of said 20.000 acre tract and the west corner of a called 5.15 acre tract described in a deed to James Frank Lehew and wife, Barbara Ann Lehew as recorded in Volume 770, Page 411, Deed Records, Hunt County, Texas, (D.R.H.C.T.), for a corner;

THENCE S 45°40'37" E along the northeast line of said 12.506 acre tract and the northeast line of said 152.311 acre tract and the southwest line of said 5.15 acre tract a distance of 1770.65 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract, the south corner of said 5.15 acre tract and the west corner of a called 42,341 sq. ft. tract described in a deed to Elliott McClung as recorded in Volume 782, Page 760, D.R.H.C.T., for a corner;

THENCE S 45°42'04" E a distance of 189.00 feet to a 1/2" iron rod found on the east line of said 152.311 acre tract and the west line of said F.M. Highway No. 1565 for a corner;

THENCE S 13°17'44" W along the east line of said 152.311 acre tract and the west line of said F.M. Highway No. 1565 a distance of 207.12 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract for a corner;

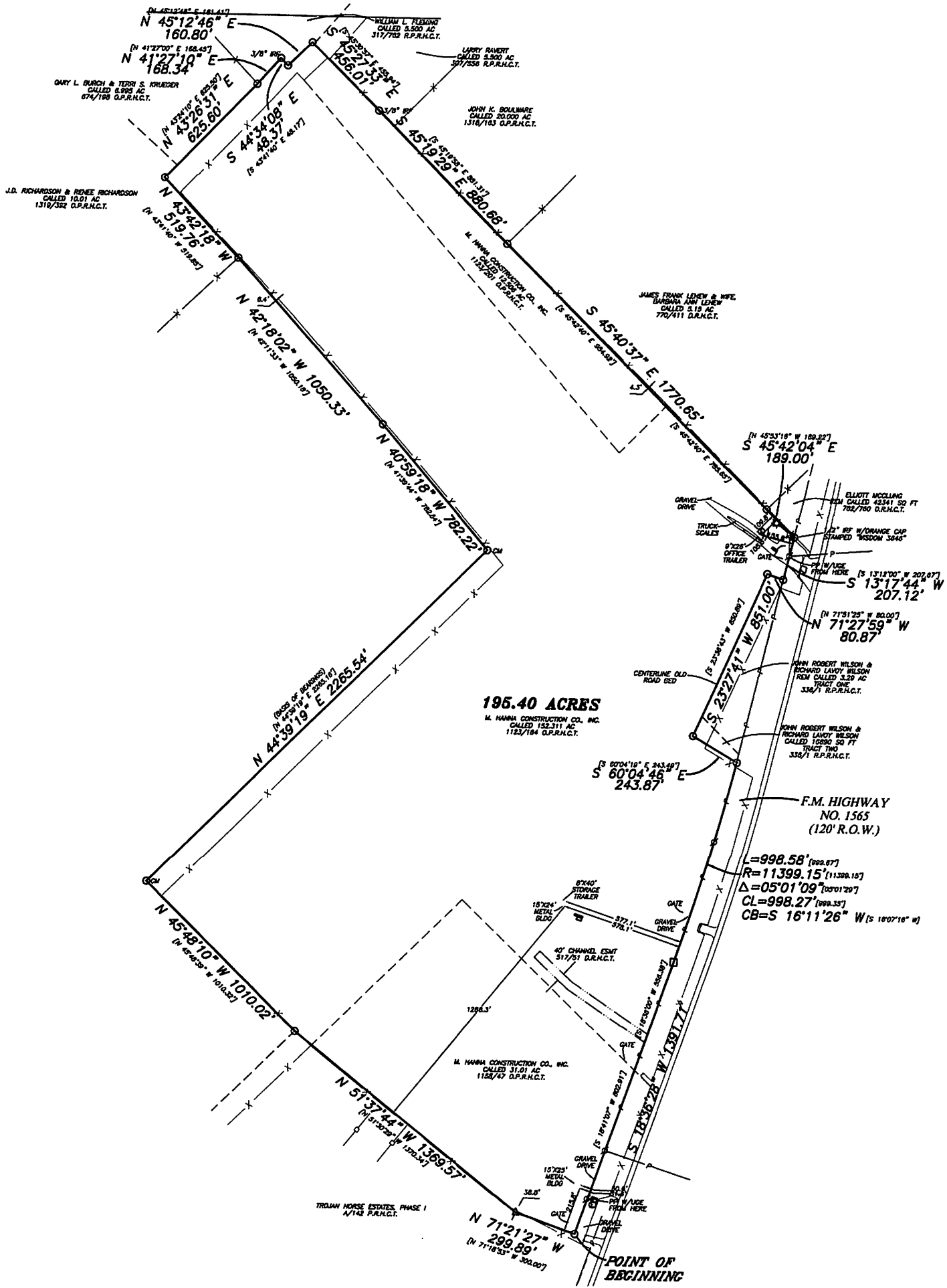
THENCE N 71°27'59" W along an interior line of said 152.311 acre tract a distance of 80.87 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract and on the west line of a called 3.29 acre tract described as Tract One in a deed to John Robert Wilson and Richard Lavoy Wilson as recorded in Volume 336, Page 1, R.P.R.H.C.T., and on the centerline of an old road bed for a corner;

THENCE S 23°27'41" W along the interior line of said 152.311 acre tract and the west line of said 3.29 acre tract and the west line of a called 16,690 sq. ft. tract described as Tract Two in said deed to Wilson (336/1 R.P.R.H.C.T.) and along the centerline of said road bed a distance of 851.00 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract and the southwest corner of said 16,690 sq. ft. tract for a corner;

THENCE S 60°04'46" E along the interior line of said 152.311 acre tract and the south line of said 16,690 sq. ft. tract a distance of 243.87 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract and the southeast corner of said 16,690 sq. ft. tract and on the west line of said F.M. Highway No. 1565 for a corner;

THENCE along the east line of said 152.311 acre tract and the west line of said F.M. Highway No. 1565 and along a curve to the right having a central angle of 5°01'09" and a radius of 11399.15 feet, being subtended by a chord bearing of S 16°11'26" W and chord length of 998.27 feet, for a distance of 998.58 feet to a concrete monument found at the end of said curve for a corner;

THENCE S 18°36'28" W along the east lines of said 152.311 acre tract and said 31.01 acre tract and the west line of said F.M. Highway No. 1565 a distance of 1391.71 feet to the POINT OF BEGINNING and containing 195.40 acres of land, more or less.



DL 451246° E 161.43'
 N 45°12'46" E 160.80'
 N 41°27'10" E 168.43'
 N 43°26'31" E 168.34'
 GARY L. BURCH & TERRI S. KRUEGER
 CALLED 8.995 AC
 674/168 O.P.R.H.C.T.

WILLIAM L. FLESHING
 CALLED 5.500 AC
 317/782 R.P.R.H.C.T.
 LARRY RAVERT
 CALLED 3.900 AC
 577/336 R.P.R.H.C.T.
 JOHN K. SCHUMBERG
 CALLED 20.000 AC
 1318/183 O.P.R.H.C.T.

J.D. RICHARDSON & RENEE RICHARDSON
 CALLED 10.01 AC
 1318/332 O.P.R.H.C.T.

JAMES FRANK LEDREW & WIFE
 BARBARA ANN LEDREW
 CALLED 5.18 AC
 770/411 D.R.H.C.T.

195.40 ACRES
 M. HANNA CONSTRUCTION CO. INC.
 CALLED 152.311 AC
 1123/164 O.P.R.H.C.T.

N 45°33'18" W 189.82'
 S 45°42'04" E 189.00'
 ELLIOTT MCCLUNG
 FEM CALLED 42541 SQ FT
 782/780 D.R.H.C.T.
 42" RP W/DRAINAGE CAP
 STAMPED "WISDOM 3646"
 8'x25' OFFICE TRAILER
 10'x10' W/URGE
 FROM HERE
 S 13°12'00" W 207.07'
 S 13°17'44" W 207.12'
 N 71°31'25" W 80.00'
 N 71°27'59" W 80.87'

F.M. HIGHWAY
 NO. 1565
 (120' R.O.W.)

L=998.58' [998.67]
 R=11399.15' [11399.10]
 Δ=05°01'09" [05°01'20"]
 CL=998.27' [998.35]
 CB=S 16°11'26" W [S 16°07'16" W]

TROJAN HORSE ESTATES, PHASE I
 N/142 P.R.H.C.T.

POINT OF
 BEGINNING

METES AND BOUNDS DESCRIPTION OF AREA TO BE RELEASED

PAGE 1

BOUNDARY DESCRIPTION

ALL that certain 195.40 acre lot, tract or parcel of land situated in the John J. Riels Survey, Abstract No. 871, Hunt County, Texas, and being all of the same land as a called 31.01 acre tract described in a deed from Betty L. Shipman to M. Hanna Construction Co., Inc. as recorded in Volume 1158, Page 47, Official Public Records, Hunt County, Texas, (O.P.R.H.C.T.), all of a called 12.506 acre tract described in a deed from Claymark Materials, Inc. to M. Hanna Construction Co., Inc. as recorded in Volume 1123, Page 201, O.P.R.H.C.T., and part of a called 152.311 acre tract described in a deed from Claymark Materials, Inc. to M. Hanna Construction Co., Inc. as recorded in Volume 1123, Page 184, O.P.R.H.C.T., said 195.40 acre tract being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the south corner of said 31.01 acre tract and the east corner of Trojan Horse Estates, Phase I, according to the plat thereof recorded in Cabinet A, Slide 142, Plat Records, Hunt County, Texas, (P.R.H.C.T.), and on the west line of F.M. Highway No. 1565 (120' R.O.W.), for a corner;

THENCE N 71°21'27" W along the southwest line of said 31.01 acre tract and the northeast line of said Trojan Horse Estates, Phase I, a distance of 299.89 feet to a nail found at an angle corner of said 31.01 acre tract and said Trojan Horse Estates, Phase I, for a corner;

THENCE N 51°37'44" W continuing along the southwest line of said 31.01 acre tract and the northeast line of said Trojan Horse Estates, Phase I, a distance of 1369.57 feet to a 1/2" iron rod found at the west corner of said 31.01 acre tract, the westerly most south corner of said 152.311 acre tract, the north corner of said Trojan Horse Estates, Phase I, and the southerly most east corner of Greco Estates according to the plat thereof recorded in Cabinet B, Slide 374, P.R.H.C.T., for a corner;

THENCE N 45°48'10" W along the southwest line of said 152.311 acre tract and a northeast line of said Greco Estates a distance of 1010.02 feet to a 1/2" iron rod found at the southerly most west corner of said 152.311 acre tract and an interior corner of said Greco Estates for a corner;

THENCE N 44°39'19" E (Basis of Bearing) along the southerly most northwest line of said 152.311 acre tract and a southeast line of said Greco Estates a distance of 2265.54 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract and the easterly most east corner of said Greco Estates for a corner;

THENCE N 40°59'18" W along the northerly most southwest line of said 152.311 acre tract and the northeast line of said Greco Estates a distance of 782.22 feet to a 1/2" iron rod found at an angle corner of said 152.311 acre tract for a corner;

THENCE N 42°18'02" W continuing along the northerly most southwest line of said 152.311 acre tract and the northeast line of said Greco Estates a distance of 1050.33 feet to a 1/2" iron rod found at an angle corner of said 152.311 acre tract, the north corner of said Greco Estates, and the southerly most east corner of a called 10.01 acre tract described in a deed to J.D. Richardson and Renee Richardson as recorded in Volume 1319, Page 392, O.P.R.H.C.T., for a corner;

THENCE N 43°42'18" W continuing along the northerly most southwest line of said 152.311 acre tract and the southerly most northeast line of said 10.01 acre tract a distance of 519.76 feet to a 1/2" iron rod found at the northerly most west corner of said 152.311 acre tract and an interior corner of said 10.01 acre tract for a corner;

THENCE N 43°26'31" E along the northerly most northwest line of said 152.311 acre tract and the northerly most southeast line of said 10.01 acre tract and the southeast line of a called 6.995 acre tract described in a deed to Gary L. Burch and Terri S. Krueger as recorded in Volume 674, Page 198, O.P.R.H.C.T., a distance of 625.60 feet to a 1/2" iron rod found at an angle corner of said 152.311 acre tract, the east corner of said 6.995 acre tract and the westerly most south corner of a called 5.500 acre tract described in a deed to William L. Fleming as recorded in Volume 317, Page 762, Real Property Records, Hunt County, Texas, (R.P.R.H.C.T.), for a corner;

THENCE N 41°27'10" E continuing along the northerly most northwest line of said 152.311 acre tract and the westerly most southeast line of said 5.500 acre tract a distance of 168.34 feet to a 3/8" iron rod found at the northerly most north corner of said 152.311 acre tract and an interior corner of said 5.500 acre tract for a corner;

THENCE S 44°34'08" E along the northeast line of said 152.311 acre tract and a southwest line of said 5.500 acre tract a distance of 48.37 feet to a 1/2" iron rod found at the west corner of said 12.506 acre tract and a south corner of said 5.500 acre tract for a corner;

METES AND BOUNDS DESCRIPTION OF AREA TO BE RELEASED

PAGE 2

THENCE S 44°34'08" E along the northeast line of said 152.311 acre tract and a southwest line of said 5.500 acre tract a distance of 48.37 feet to a 1/2" iron rod found at the west corner of said 12.506 acre tract and a south corner of said 5.500 acre tract for a corner;

THENCE N 45°12'46" E along the northwest line of said 12.506 acre tract and a southeast line of said 5.500 acre tract a distance of 160.80 feet to a 1/2" iron rod found at the north corner of said 12.506 acre tract and an interior corner of said 5.500 acre tract for a corner;

THENCE S 45°27'33" E along the northeast line of said 12.506 acre tract and a southwest line of said 5.500 acre tract and the southwest line of a called 5.500 acre tract described in a deed to Larry Ravert as recorded in Volume 307, Page 556, R.P.R.H.C.T., a distance of 456.01 feet to a 3/8" iron rod found at an angle corner of said 12.506 acre tract, the south corner of said Ravert 5.500 acre tract and the west corner of a called 20.000 acre tract described in a deed to John K. Boulware as recorded in Volume 1318, Page 163, O.P.R.H.C.T., for a corner;

THENCE S 45°19'29" E along the northeast line of said 12.506 acre tract and the southwest line of said 20.000 acre tract a distance of 880.68 feet to a 1/2" iron rod found at an angle corner of said 12.506 acre tract, the south corner of said 20.000 acre tract and the west corner of a called 5.15 acre tract described in a deed to James Frank Lehew and wife, Barbara Ann Lehew as recorded in Volume 770, Page 411, Deed Records, Hunt County, Texas, (D.R.H.C.T.), for a corner;

THENCE S 45°40'37" E along the northeast line of said 12.506 acre tract and the northeast line of said 152.311 acre tract and the southwest line of said 5.15 acre tract a distance of 1770.65 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract, the south corner of said 5.15 acre tract and the west corner of a called 42,341 sq. ft. tract described in a deed to Elliott McClung as recorded in Volume 782, Page 760, D.R.H.C.T., for a corner;

THENCE S 45°42'04" E a distance of 189.00 feet to a 1/2" iron rod found on the east line of said 152.311 acre tract and the west line of said F.M. Highway No. 1565 for a corner;

THENCE S 13°17'44" W along the east line of said 152.311 acre tract and the west line of said F.M. Highway No. 1565 a distance of 207.12 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract for a corner;

THENCE N 71°27'59" W along an interior line of said 152.311 acre tract a distance of 80.87 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract and on the west line of a called 3.29 acre tract described as Tract One in a deed to John Robert Wilson and Richard Lavoy Wilson as recorded in Volume 336, Page 1, R.P.R.H.C.T., and on the centerline of an old road bed for a corner;

THENCE S 23°27'41" W along the interior line of said 152.311 acre tract and the west line of said 3.29 acre tract and the west line of a called 16,690 sq. ft. tract described as Tract Two in said deed to Wilson (336/1 R.P.R.H.C.T.) and along the centerline of said road bed a distance of 851.00 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract and the southwest corner of said 16,690 sq. ft. tract for a corner;

THENCE S 60°04'46" E along the interior line of said 152.311 acre tract and the south line of said 16,690 sq. ft. tract a distance of 243.87 feet to a 1/2" iron rod found at an interior corner of said 152.311 acre tract and the southeast corner of said 16,690 sq. ft. tract and on the west line of said F.M. Highway No. 1565 for a corner;

THENCE along the east line of said 152.311 acre tract and the west line of said F.M. Highway No. 1565 and along a curve to the right having a central angle of 5°01'09" and a radius of 11399.15 feet, being subtended by a chord bearing of S 16°11'26" W and chord length of 998.27 feet, for a distance of 998.58 feet to a concrete monument found at the end of said curve for a corner;

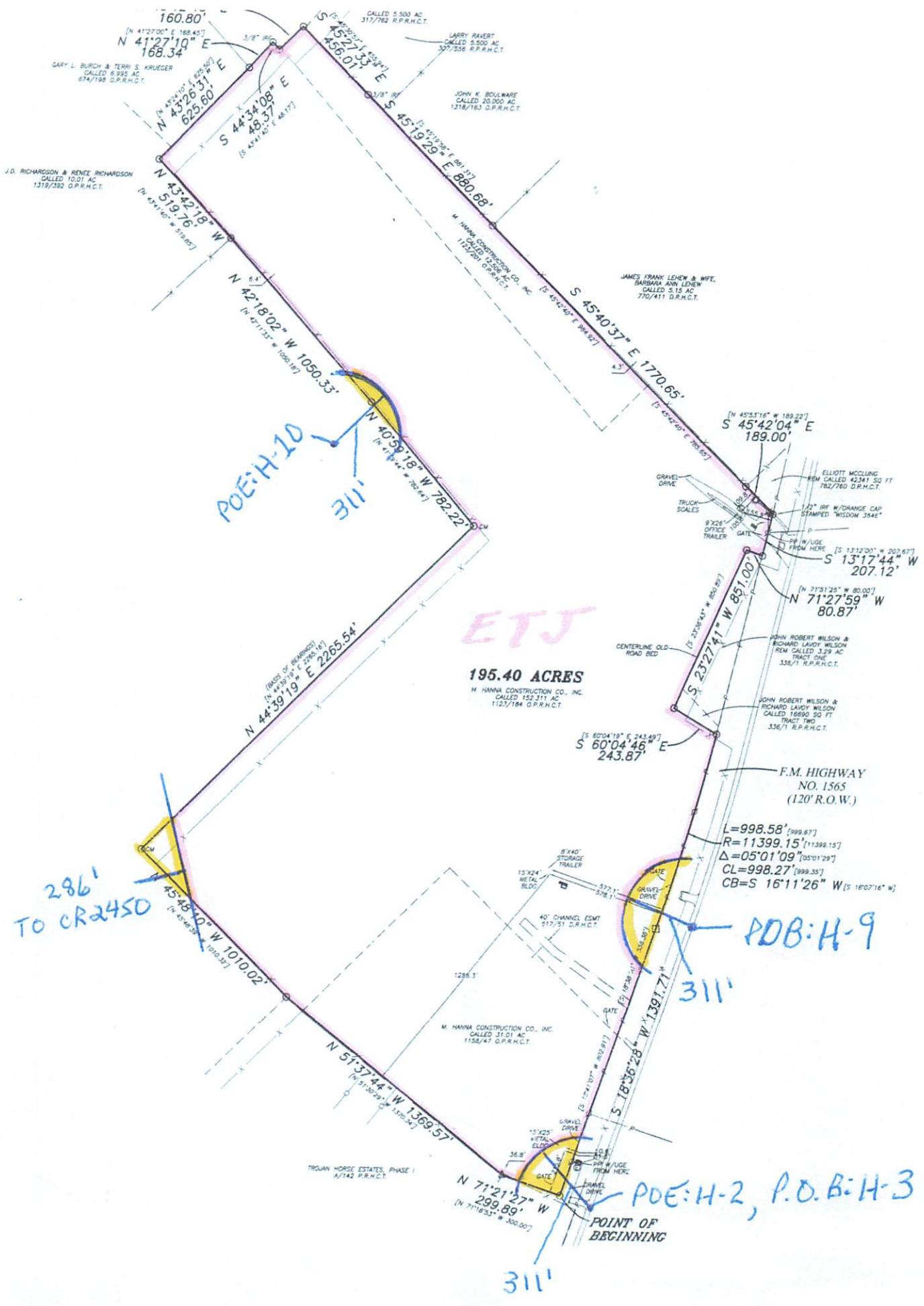
THENCE S 18°36'28" W along the east lines of said 152.311 acre tract and said 31.01 acre tract and the west line of said F.M. Highway No. 1565 a distance of 1391.71 feet to the POINT OF BEGINNING and containing 195.40 acres of land, more or less.

METES AND BOUNDS DESCRIPTION OF AREA TO BE RELEASED

PAGE 3

LESS AND EXCEPT;

BEING all of those tracts of land in Hunt County, Texas, and a part of Plat tract H-2, H-3, H-9 and H-10, as defined in "AN ORDER FOR INCORPORATION OF THE TOWN OF POETRY, TEXAS", Instrument 2020-20915 of the Real Property Records of Hunt County, Texas, which is on file with the Town of Poetry and is incorporated herein by reference and more specifically described as: the most westerly portion of said property contained within 286 feet of CR 2450 and running parallel thereto; the westerly portion of said property within the circumference created by the 311 feet of the radius from POE: H-10 running across said property; the southerly portion of said property within the circumference created by the 311 feet of the radius from POE: H-2 and POB: H-3 running across said property; and the easterly portion of said property within the circumference created by the 311 feet of the radius from POB: H-9 running across said property;



160.80'
 N 41°27'00" E 168.45'
 N 41°27'10" E 168.34'
 GARY L. BURCH & TERRI S. KRUEGER
 CALLED 6.995 AC
 674/798 D.P.R.H.C.T.

CALLLED 5.500 AC
 317/762 R.P.R.H.C.T.
 LARRY RAVERT
 CALLED 5.500 AC
 307/336 R.P.R.H.C.T.

JOHN K. BOULWARE
 CALLED 25.000 AC
 1318/163 D.P.R.H.C.T.

J.D. RICHARDSON & RENEE RICHARDSON
 CALLED 10.01 AC
 1318/352 D.P.R.H.C.T.

M. HANNA CONSTRUCTION CO., INC.
 CALLED 115.260 AC
 115/260 D.P.R.H.C.T.

JAMES FRANK LEHEW & WIFE,
 BARBARA ANN LEHEW
 CALLED 5.15 AC
 770/411 D.P.R.H.C.T.

POE:H-10
 311'

ETJ
 195.40 ACRES
 M. HANNA CONSTRUCTION CO., INC.
 CALLED 152.311 AC
 1123/184 D.P.R.H.C.T.

286'
 TO CR2450

N 45°51'16" W 189.22'
 S 45°42'04" E 189.00'
 ELLIOTT MCCLUNG
 REM CALLED 42.241 SQ FT
 782/760 D.P.R.H.C.T.

GRAVEL DRIVE
 TRUCK SCALES
 9'X26' OFFICE TRAILER
 12" IRP W/DRAINAGE CAP
 STAMPED "WISDOM 354E"

N 13°12'00" W 207.67'
 S 13°17'44" W 207.12'
 N 71°51'25" W 80.00'
 N 71°27'59" W 80.87'

JOHN ROBERT WILSON &
 RICHARD LAVOY WILSON
 REM CALLED 3.29 AC
 TRACT ONE
 336/11 R.P.R.H.C.T.

JOHN ROBERT WILSON &
 RICHARD LAVOY WILSON
 CALLED 16890 SQ FT
 TRACT TWO
 336/11 R.P.R.H.C.T.

F.M. HIGHWAY
 NO. 1565
 (120' R.O.W.)

L=998.58' (999.637)
 R=11399.15' (11399.157)
 $\Delta=05^{\circ}01'09"$ (05°01'29")
 CL=998.27' (999.357)
 CB=S 16°11'26" W (S 16°07'16" W)

PDB:H-9
 311'

8'X40' STORAGE TRAILER
 15'X24' METAL BLDG
 40' CHANNEL ESMT
 217/51 D.P.R.H.C.T.

M. HANNA CONSTRUCTION CO., INC.
 CALLED 31.01 AC
 1158/47 D.P.R.H.C.T.

TROJAN HORSE ESTATES, PHASE I
 A/142 R.P.R.H.C.T.

POE:H-2, P.O.B:H-3

POINT OF BEGINNING
 311'

Property ID: 33327 For Year

2023 ▾

Property Details

Account

Property ID:	33327	Geographic ID: 0871-1290-0000-89
Type:	Real	Zoning:
Property Use:	25 OFFICE BUILDINGS	Condo:

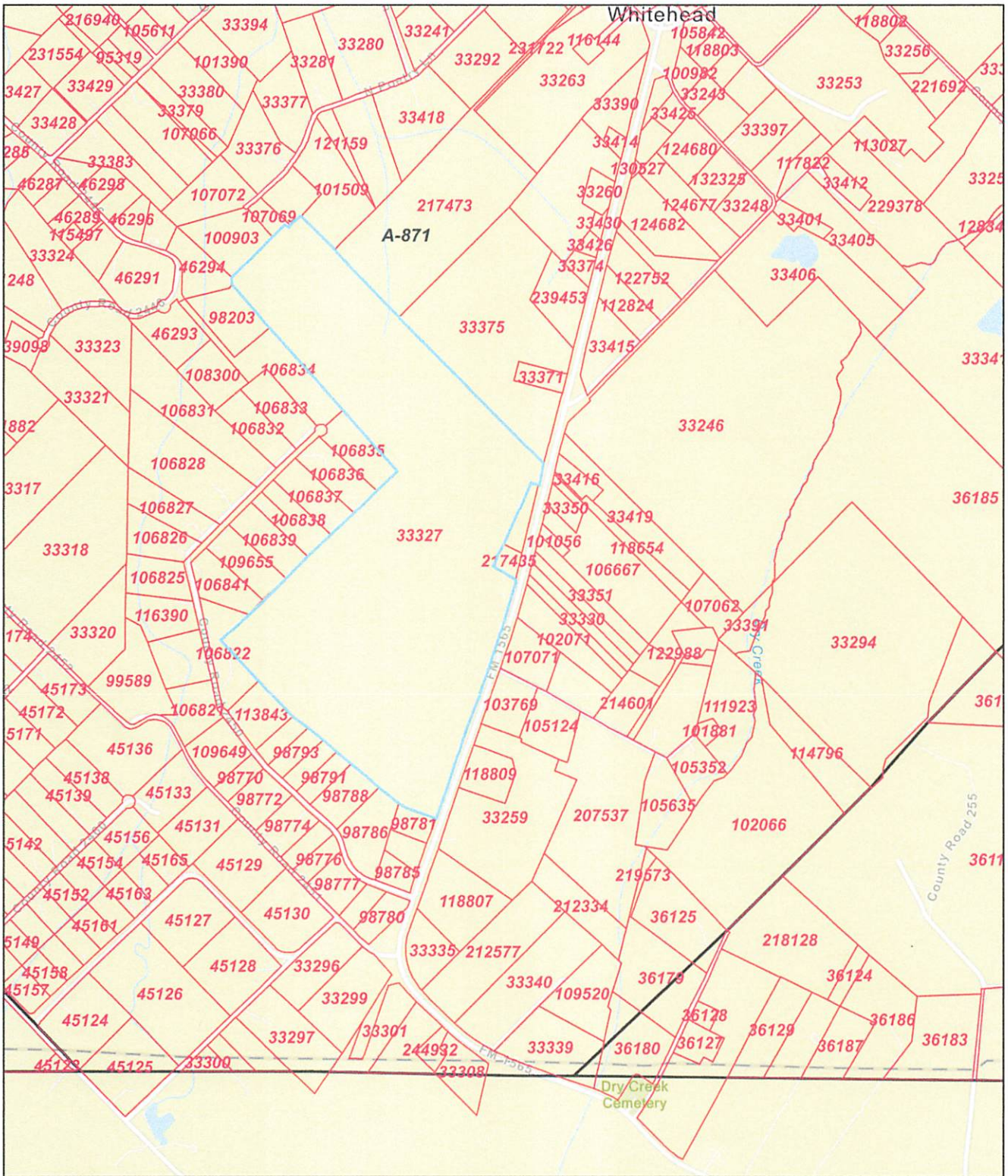
Location

Situs Address:	10888 FM 1565 TERRELL, TX 75160	
Map ID:	C-2A	Mapsc0: 203
Legal Description:	A0871 RIALS JOHN J,TRACT 129, ACRES 195.4	
Abstract/Subdivision:	A0871 - RIALS JOHN J	
Neighborhood:	SPP-OUTER	



Owner

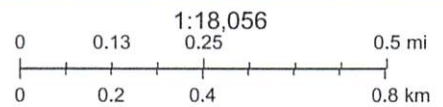
Owner ID:	558893
Name:	365 PROPERTY DEVELOPMENT LLC
Agent:	DALLAS PROPERTY TAX SERVICE (526235)
Mailing Address:	10790 CR 2450 TERRELL, TX 75161
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Ex-F-CAD-map-entire-property



3/7/2024, 3:22:37 PM

-  Abstracts
-  Parcels



Esri Community Maps Contributors, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Hunt County Appraisal District

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey

PETITION FOR RELEASE OF AREA BY LANDOWNER OR RESIDENT

FROM EXTRATERRITORIAL JURISDICTION

TO THE TOWN OF POETRY, TEXAS:

Pursuant to Chapter 42, Local Government Code as amended and effective September 1, 2023, the undersigned (hereinafter referred to as "Petitioner"), 365 Property Development, LLC., hereby files this its Petition for Release of Area within the municipality's extraterritorial jurisdiction ("ETJ") and in support thereof would respectfully show as follows:

FACTUAL BACKGROUND

Petitioner avers that it: (a) is the owner(s) of the majority in value of such area consisting of one or more parcels, tracts or lots of land in the Town of Poetry's extraterritorial jurisdiction; and (b) constitute the majority in value of the holder(s) of title to such land to be released.

ARGUMENT AND AUTHORITY

1. Petitioner has the authority to file this petition as the owner(s) of the majority in value of such area consisting of one or more parcels, tracts or lots of land in the municipality's extraterritorial jurisdiction. See Tex. Loc. Gov. Code Sec. 42.102(b).
2. 4. Likewise, Petitioner constitutes the majority in value of the holders of title of land in the area described by the Petition, as indicated by the tax rolls of the Hunt County Central Appraisal District ("H CAD"), in accordance with Tex. Loc. Gov. Code Sec. 42.104(a)(2).
3. As set forth below, Petitioner has satisfied the signature requirement described by Tex. Loc. Gov. Code Sec. 42.103 and 42.104(a) by submitting all of the required signatures not later than the 180th day after the date the first signature for the petition was obtained and such signatures are in writing, as required by Tex. Loc. Gov. Code Secs. 42.104(c) and (d).
4. The petition includes a map of the land to be released and describes the boundaries of the land to be released by metes and bounds or lot and block number. See Tex. Loc. Gov. Code Sec. 42.104(d)(1) and (2). See also Exhibit. "A" metes and bounds all of the property owned by Petitioner, Exhibit "B" the survey map of the entire property, Exhibit

"C" metes and bounds of the area to be released, and Exhibit "D" survey map of area to be released.

- 5. The "area described by the petition" and "land to be released" as set forth herein is any part of the following property included within the Town of Poetry ETJ: (1) H CAD Property ID: 33327 ; Legal Acreage: 195.40 ; GEO ID: 0871-1290-0000-89 ; Legal Description: All that certain 195.40 acres lot, tract or parcel of land situated in the John. J. Rials, Abstract No. 871 and as more specifically described on Exhibits "A" and Exhibit "B" attached hereto and which are incorporated herein by reference. See also attached hereto Exhibits "C," "D," "E," and "F."**
- 6. The person(s) or entities (through authorized representative(s)) signing this Petition constitute a majority in value of the holders of title to the property as shown by the tax rolls and conveyances of record since the date of preparation of said county tax rolls.**
- 7. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(a) Petitioner requests this petition requesting removal shall be verified by the municipal secretary or other person responsible for verifying signatures.**
- 8. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(b), Petitioner requests the municipality to notify the residents and landowners of the results of the petition.**
- 9. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(c), since the Petitioner has obtained the required number of signatures under Section 42.104, the aforementioned municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.**

WHEREFORE, PREMISES CONSIDERED, Petitioner requests this Petition be filed with Town Secretary of Poetry, Texas and thereafter this Petition be granted and the area described in the Petition be released or removed from the town's ETJ in the manner provided by law.

[SIGNATURE PAGE(S) TO FOLLOW]

RESPECTFULLY SUBMITTED, on this the 8 day of MARCH, 2024.

PETITIONER:

365 Property Development, LLC
a Texas limited liability company

By: [Signature]

Name: ANTON KRASKIN

Title: COO

Date of Signing: MARCH 8, 2024

Date of Birth: [REDACTED]

Resident Address: 3501 DUNMINSTER CRT, DALLAS, TX 75219

STATE OF Texas §

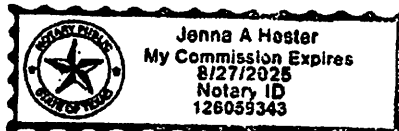
COUNTY OF Dallas §

This instrument was acknowledged before me on the 8 day of March, 2024 by Anton Kraskin, COO of 365 Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]

Notary Public in and for the State of Texas

(SEAL)



THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 435

LECTURE 1

THE CLASSICAL LIMIT

1.1. THE CLASSICAL LIMIT

1.2. THE CLASSICAL LIMIT



1.3. THE CLASSICAL LIMIT

1.4. THE CLASSICAL LIMIT

1.5. THE CLASSICAL LIMIT

1.6. THE CLASSICAL LIMIT

1.7. THE CLASSICAL LIMIT

1.8. THE CLASSICAL LIMIT

1.9. THE CLASSICAL LIMIT

1.10. THE CLASSICAL LIMIT

1.11. THE CLASSICAL LIMIT

1.12. THE CLASSICAL LIMIT

RESPECTFULLY SUBMITTED, on this the 8 day of MARCH, 2024.

PETITIONER:

365 Property Development, LLC
a Texas limited liability company

By: 

Name: CHAD DALIDA

Title: OWNER

Date of Signing: MARCH 8, 2024

Date of Birth: 

Resident Address: 10790 CR 2450
TERRELL, TX 75168

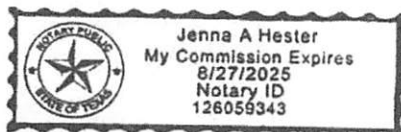
STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 8 day of March,
2024 by Chad Dalida, Owner of 365 Development, LLC,
a Texas limited liability company, on behalf of said limited liability company.


Notary Public in and for the State of Texas

(SEAL)



Phone Number [REDACTED]

Email [REDACTED]

CERTIFICATE OF SERVICE

This is to certify that on 8 day of March, 2024, a true and correct copy of the above and foregoing instrument was this date sent to the Town of Poetry, Texas via email to secretary@poetrytexas.org, contact@poetrytexas.org and The Mayor and all Town Councilmen.

Petitioner's Name [Signature]

Petitioner's Name [Signature]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

page
Redacted / Survey
SPS +
copies

Received 3/14/24
V \$25,00
JRS

PETITION TO BE RELEASED FROM EXTRATERRITORIAL JURISDICTION

NOW COME Lon Akin Jr., the owner or owners of the majority in value of an area consisting of one or more parcels of land in the extraterritorial jurisdiction of the City of Poetry, Texas, to petition the City of Poetry, Texas, in accordance with Texas Local Government Code Section 42, Subchapter D, for the area, described in attached Exhibit A and shown in attached Exhibit B, to be released from the extraterritorial jurisdiction of the City of Poetry, Texas.

This petition is signed below by a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district, and an online record of such is attached as Exhibit C.

The below signatories certify that the area of land subject of this petition is not:

- (1) within five miles of the boundary of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted;
- (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:
 - (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and
 - (B) that has a population greater than 240,000;
- (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:
 - (A) within 15 miles of the boundary of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted; and
 - (B) in a county with a population of more than two million;
- (4) in an area designated as an industrial district under Texas Local Government Code Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Texas Local Government Code Section 43.0751.

SIGNATURES:

X Lon Akin

PRINTED NAME: Lon Akin Jr

DATE OF BIRTH: [REDACTED]

RESIDENCE ADDRESS: 10416 CR 2326
Tirell Tex 75160

DATE OF SIGNING: 12/15/23

Return to:
Guest & Gray, P.C.
315 S. Bois D'Arc
Forney, Texas 75126

EXHIBIT A
DESCRIPTION OF THE BOUNDARIES
OF THE LAND

05222

BOOK 1211 PAGE 0082

SPECIAL WARRANTY DEED

Date: May 2, 1996

Grantor: LON CARTWRIGHT AKIN, JR.

Grantor's Mailing Address (including county):

1400 Highway 34 South
Terrell, Kaufman County, Texas 75160

Grantee: With Life Estate Reserved to Grantor, LON CARTWRIGHT AKIN, JR., AS TRUSTEE OF THE LON CARTWRIGHT AKIN, JR. REVOCABLE LIVING TRUST.

Grantee's Mailing Address (including county):

1400 Highway 34 South
Terrell, Kaufman County, Texas 75160

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid.

Property (including any improvements):

Being all that certain lot, tract or parcel of land, part of the WILLIAM SMITH SURVEY, Abstract No. 444, Kaufman County, Texas, part of that certain 3.262 acre tract described in Exhibit "B" of a partition deed to Lon Akin, Jr. by Maureen Akin, et al, dated November 3, 1988 and recorded in Volume 946 Page 444 of the Deed Records of Kaufman County, Texas and being more completely described as follows, to wit:

BEGINNING at a point for corner in the South line of the above mentioned 3.262 acre tract and being South 76 degrees 30 minutes 57 seconds West - 111.74 feet from the East corner of same.

THENCE South 76 degrees 30 minutes 57 seconds West, with the South line of said 3.262 acre tract a distance of 253.07 feet to an Iron rod at the Southwest corner of same.

THENCE North 45 degrees 00 minutes 00 seconds West, with the Southwest line of said 3.262 acre tract, a distance of 700.30 feet to an Iron rod at the West corner of same.

THENCE South 67 degrees 37 minutes 54 seconds East, with the Northerly Northeast line of said 3.262 acre tract, a distance of 560.64 feet to an Iron rod at an angle in said line.

THENCE South 45 degrees 00 minutes 00 seconds East, a distance of 315.12 feet to the place of beginning, containing 2.514 acres of land.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs and assigns forever; or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, and they do hereby bind their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

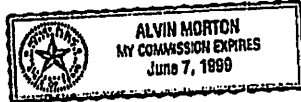
When the context requires, singular nouns and pronouns include the plural.

Lon Akin, Jr.
LON CARTWRIGHT AKIN, JR.

STATE OF TEXAS

COUNTY OF KAUFMAN

This instrument was acknowledged before me on the 11 day of May, 1996
by LON CARTWRIGHT AKIN, JR.



Alvin Horton
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mr. Lon Cartwright Akin, Jr.
1400 Highway 34 South
Terrell, Texas 75160

PREPARED IN THE LAW OFFICE OF:

Donald T. Smith, P.C.
909 W. Magnolia Ave., Ste. 6
Fort Worth, Texas 76104

FILED FOR RECORD AT 11:00 O'CLOCK A MAY 13 1996 CRISSY GANN
CLERK COUNTY COURT KAUFMAN COUNTY TEXAS, BY Kene Davis DEPUTY

SWD 5-1-96
(152222)

Akin, Lon
Cartwright

to

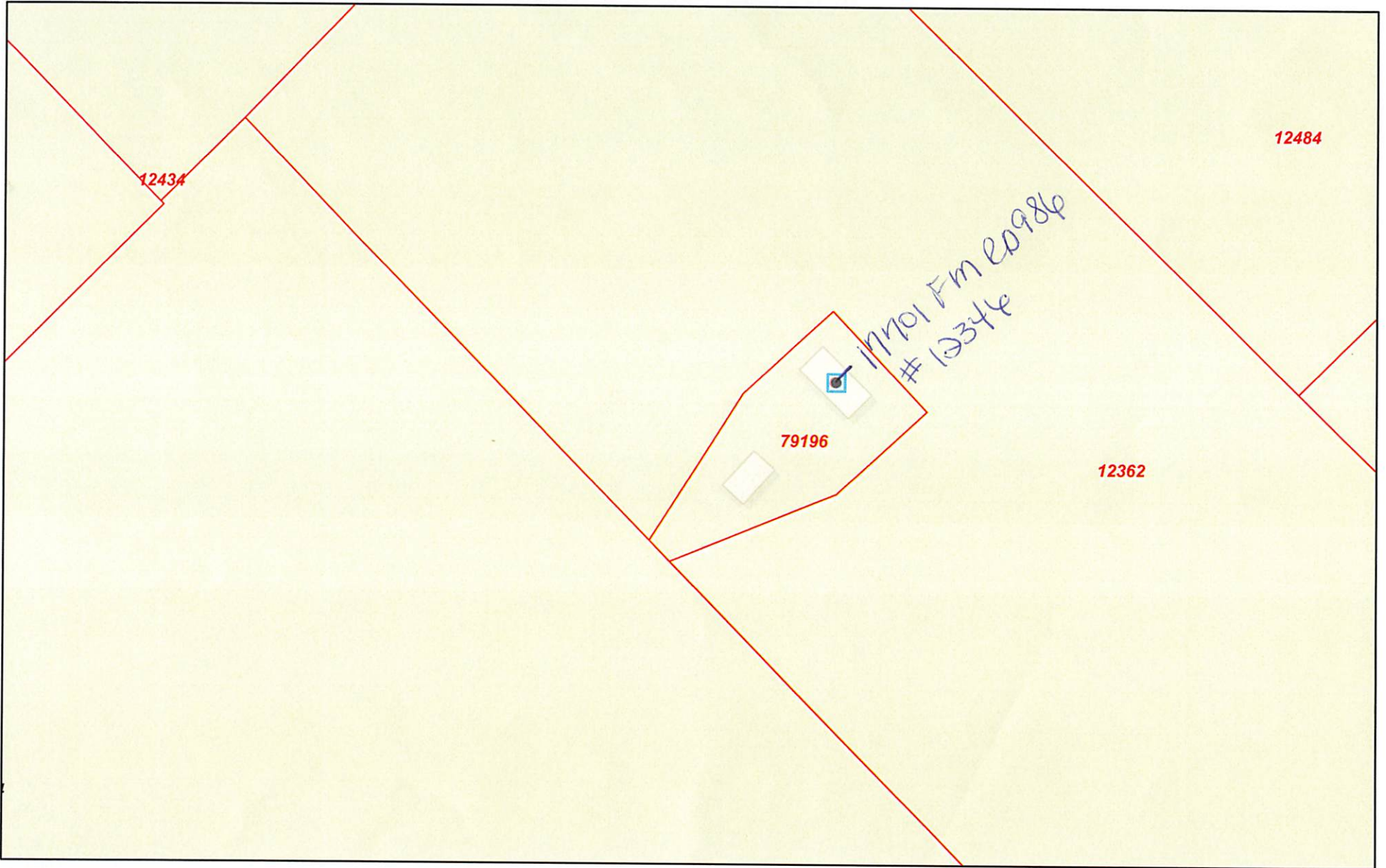
Akin, Lon
estate of:

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KAUFMAN CO. TEXAS
96 MAY 13 AM 11:00
CRISSY GANN
COUNTY CLERK
BY: _____
DEPUTY


1100 Lon Akin

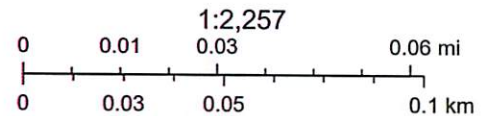
EXHIBIT B
MAP OF THE LAND

Kaufman CAD Web Map



12/13/2023, 2:47:04 PM

-  Abstracts
-  Parcels



Esri Community Maps Contributors, Kaufman County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

EXHIBIT C
TAX ROLL RECORDS

2023 KAUFMAN COUNTY TAX STATEMENT

Teressa Floyd, Tax Assessor/Collector, Kaufman County, Texas



The jurisdictions listed below have consolidated their tax collections for 2023. Please refer questions to the Kaufman County Tax Office by telephone at (469) 376-4596 or by mail at P. O. BOX 339, Kaufman, Texas 75142

ACCOUNT NUMBER: 12346

Portfolio #

CAD Number: 99044400000015030600

LEGAL DESCRIPTION:

OWNER NAME AND ADDRESS:
AKIN LON C JR & THOMAS AKIN W 2004 TRU
10916 CO RD 2326
TERRELL TX 75160

ACREAGE: 2.5140
WM SMITH LIFE EST LON AKIN JR
17701 FM RD 986

APPRAISAL ASSESSMENT AND EXEMPTIONS	Property Class	Land	AG /Other	Improvements	Personal Property And Minerals	Total Appraised Value	100% Assessed Value	Exemptions	
	HS/OV65/DP								OPEN SPACE
	Non-Homestead								
	AG / Other	\$26,515	\$372			\$26,515	\$26,515		
	TOTAL	\$26,515	\$372			\$26,515	\$26,515		

Taxing Unit	UDI	HS Cap Value	Exempt Amount	Taxable Value	Tax Rate Per \$100	Freeze Amount	Tax Levy		
KAUFMAN COUNTY	0%		\$26,143	\$372	.32895800		\$1.22	February	\$6.73
ROAD & BRIDGE	0%		\$26,143	\$372	.08250000		\$.31	March	\$6.85
TVCC	0%		\$26,143	\$372	.11099000		\$.41	April	\$6.97
TERRELL ISD	0%		\$26,143	\$372	1.0682000		\$3.97	2023 Property taxes are due now and will be considered delinquent February 1, 2024.	
ESD #3	0%		\$26,143	\$372	.10000000		\$.37		

2023 Base Tax Levy:

\$6.28

Prior Year Delinquent Taxes Due on November 1, 2023:

Total Tax Due by January 31, 2024 is:

\$6.28

\$.00

- ➔ Pay by credit card, debit card or e-check online at www.kaufmantax.net or call 1-866-549-1010 and Bureau Code-5499044. Service charge applies.
- ➔ Without a city sales tax, your tax would increase by 12346

If your account has an over 65 or disabled homestead exemption on it, you may choose to pay your taxes in four quarterly installment payments. If you qualify for this quarterly installment payment plan on your homestead account, the installment amounts and due dates are shown below. See the blue sheet for more information.

1 ST payment of	DUE BY JANUARY 31, 2024	3 RD payment of	DUE BY MAY 31, 2024
2 ND payment of	DUE BY MARCH 31, 2024	4 TH payment of	DUE BY JULY 31, 2024

5 YEAR HISTORY: (As per section 31.01(c-11) of the Texas Property Tax Code) NOTE: Blanks means no data is available.

YEAR		1	2	3	207	407		
2023	APPRaised	\$26,515	\$26,515	\$26,515	\$26,515	\$26,515		
5 th Yr	% DIFF	406.98	406.98	406.98	406.98	406.98		
	TAX VALUE	\$372	\$372	\$372	\$372	\$372		
5 th Yr	% DIFF	9.41	9.41	9.41	9.41	9.41		
	TAX RATE	.32895800	.08250000	.11099000	1.0682000	10000000		
5 th Yr	% DIFF	-31.28000	-25.00000	-19.89000	-33.22000	.00000000		
	LEVY	\$1.22	\$.31	\$.41	\$3.97	\$.37		
5 th Yr	% DIFF	-25.15	-16.22	-12.77	-27.02	8.82		
Prev Yr	% DIFF							
		-3.94	19.23	-4.65	-17.81	.00		
2022	TAX VALUE	\$368	\$368	\$368	\$368	\$368		
	TAX RATE	.34585000	.07041200	.11549000	1.3136000	.10000000		
	LEVY	\$1.27	\$.26	\$.43	\$4.83	\$.37		
	% DIFF	-2.31	-7.14	-8.51	4.77	15.63		
2021	TAX VALUE	\$343	\$343	\$343	\$343	\$343		
	TAX RATE	.37898500	.08118600	.13605000	1.3445000	.09193700		
	LEVY	\$1.30	\$.28	\$.47	\$4.81	\$.32		
	% DIFF	-5.11	-3.45	2.17	2.90	3.23		
2020	TAX VALUE	\$330	\$330	\$330	\$330	\$330		
	TAX RATE	.41632200	.08063500	.13854000	1.3572000	.09410000		
	LEVY	\$1.37	\$.29	\$.46	\$4.48	\$.31		
	% DIFF	-2.84	-6.45	4.55	-6.47	-3.13		
2019	TAX VALUE	\$320	\$320	\$320	\$320	\$320		
	TAX RATE	.43912200	.09799000	.13854000	1.4980500	10000000		
	LEVY	\$1.41	\$.31	\$.44	\$4.79	\$.32		
	% DIFF	-13.50	-16.22	-6.38	-11.95	-5.88		
2018	TAX VALUE	\$340	\$340	\$340	\$340	\$340		
	TAX RATE	.47870000	.11000000	.13854000	1.5987000	10000000		
	LEVY	\$1.63	\$.37	\$.47	\$5.44	\$.34		
ISD	Rate: 2021 M&O .94290000 I&S .37070000 TOTAL 1.3136000							
TERRELL	Rate: 2022 M&O .75750000 I&S .31070000 TOTAL 1.0682000							

Property taxes in Texas are assessed as of January 1st each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in the case where property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. **IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THE DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT OF THE PAYMENT OF THESE TAXES.**

If the Texas Legislature had not enacted property tax relief legislation during the 2023 legislative session, your tax

Map

Unable to determine the physical location of the property. Please contact Kaufman CAD for more information.

Property Details

Account		
Property ID:	12346	Geographic ID: 99.0444.0000.0015.03.06.00
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	17701 FM RD 986 TX	
Map ID:	B4-A-2	Mapsco:
Legal Description:	WM SMITH LIFE EST LON AKIN JR	
Abstract/Subdivision:	A0444 - WM SMITH	
Neighborhood:	28-001	
Owner		
Owner ID:	62635	
Name:	AKIN LON C JR & THOMAS AKIN W 2004 TRUST	
Agent:		
Mailing Address:	10916 CO RD 2326 TERRELL , TX 75160	

% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$26,515 (+)
Market Value:	\$26,515 (=)
Agricultural Value Loss: ?	\$26,143 (-)
Appraised Value:	\$372 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$372
Ag Use Value:	\$372

VALUES DISPLAYED ARE 2023 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: AKIN LON C JR & THOMAS AKIN W 2004 TRUST %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value
3F	KC ESD #3 (TERRELL)	0.100000	\$26,515	\$372
CAD	KAUFMAN CAD	0.000000	\$26,515	\$372
KC	KAUFMAN COUNTY	0.328958	\$26,515	\$372
P2	PRECINCT 2	0.000000	\$26,515	\$372
RB	ROAD & BRIDGE	0.082500	\$26,515	\$372
ST	TERRELL ISD	1.068200	\$26,515	\$372
TV	TRINITY VALLEY CC	0.110990	\$26,515	\$372

Total Tax Rate: 1.690648

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
ZB	IMPROVED PASTURES	2.5140	109,509.84	0.00	0.00	\$26,515	\$372

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$0	\$26,515	\$372	\$372	\$0	\$372
2022	\$0	\$25,656	\$368	\$368	\$0	\$368
2021	\$0	\$15,772	\$343	\$343	\$0	\$343
2020	\$0	\$9,940	\$330	\$330	\$0	\$330
2019	\$0	\$9,940	\$320	\$320	\$0	\$320
2018	\$0	\$5,230	\$340	\$340	\$0	\$340
2017	\$0	\$5,230	\$340	\$340	\$0	\$340
2016	\$0	\$5,230	\$340	\$340	\$0	\$340
2015	\$0	\$5,230	\$340	\$340	\$0	\$340
2014	\$0	\$5,230	\$340	\$340	\$0	\$340
2013	\$0	\$5,230	\$370	\$370	\$0	\$370

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
5/2/1996	Deed	Deed	AKIN, LON JR	AKIN, LON JR TR	1211	82	0

Ad Valorem Restrictions Ordinance

4/8/2024 Draft edition

AN ORDINANCE OF THE TOWN OF POETRY, TEXAS ESTABLISHING A POLICY OF TRANSPARENCY; ESTABLISHING AMENDMENT OF MODIFICATION REQUIRMENTS; REQUIRING A NOTICE OF MODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Poetry is a Type A General Law municipality, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, State of Texas Tax Code Section 302.001 allows municipalities to levy property tax (ad valorem taxes) within the municipality's jurisdiction; and

WHEREAS, as the first governing body of the Town of Poetry desires to enshrine a doctrine of light governance in an official ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS:

Section 1. Establishment of Property Tax Communication

The Town of Poetry establishes a policy of transparency and community feedback in matters pertaining to property tax.

Section 2. Amendment of Modification

Modifications, changes, amends, overturning, or by any other means altering this ordinance requires proper notice be given to the Town. Such modification must be:

- A. Discussed in no fewer than three (3) consecutive Town Meetings which are:
 1. Separated by no less than twenty-eight (28) consecutive calendar days,

2. Separated by no more than thirty-seven (37) calendar days,
3. Fully compliant with Texas Open Meeting Acts (as amended) rules, laws or regulations,
4. Regular open meetings of the Town of Poetry and not a special meeting,
5. Open to comments by citizens and owners of property within the Town of Poetry who would be subject to such modification, regardless of citizenship in the Town or residence within the Town, regardless of whether discussion of specific agenda items is disallowed otherwise by ordinance, custom, or tradition,
6. For property tax implementation or changes, written notice of the date, time, and location of a public hearing shall be sent to all the owner of the property that may be affected or his/her agent, such notice, mailed first-class postage prepaid, to be given at least thirty (30) days before the date of such hearing and posted on the Town's website continuously for at least thirty (30) days prior to the public hearing.

Section 3. Notice of Modification

Proper notice must be provided of the intent to modify this ordinance. Such notice must be:

A. Posted in any official information delivery medium (print, video, broadcast, web site, and similar, as applicable) of the Town in a manner that is reasonably accessible to a significant portion of the consumers of that medium, to include:

1. As a bolded item in the agendas for the Town meetings where discussions will be held;
2. Published in the official newspaper of the Town or another newspaper of general circulation;
3. Included at least once in a printed delivery medium such as the Poetry Post or any other monthly periodical of general Town information which is publicly distributed;
4. On the official Town website in a prominent place such as the home page and/or pages devoted to public notifications;
5. Repeated at least twice daily on any official broadcast medium (such as radio, television or equivalent communication medium), if applicable, during the most consumed hours of that broadcast day and separated by no less than five (5) hours;

6. As a public announcement on each podcast, video, or equivalent communication medium of information distribution if any, should it be used for general Town information or be used to announce the meeting.
7. For property tax implementation or changes, written notice of the date, time, and location of a public hearing shall be sent to all the owner of the property that may be affected or his/her agent, such notice, mailed first-class postage prepaid, to be given at least thirty (30) days before the date of such hearing and posted on the Town's website continuously for at least thirty (30) days prior to the public hearing. mailing list be the most current as supplied by the respective CAD tax rolls

B. Included in the meeting agenda of the meeting where the modification is to be discussed, and

C. Announced with verbiage which includes the sentence, "This item may impact your taxes and rights as a property owner in the Town of Poetry" as either or both the first and/or last sentence of the announcement, and must be in 14-point bold type, and

D. Must post a minimum of eight (8) signs throughout the town with a minimum size of 4' by 4'.

Section 4. Applicability to Property Tax Rate

Modifications, changes, amends, overturning, or by any other means altering the Town's ad valorem rate is subject to the notification requirements as stated in Section 2 and Section 3 of this ordinance.

Section 5. Implementation Date

Should a Modification as described in Section 2 be implemented, the implementation date is no sooner than ninety (90) days after the swearing-in of the governing body after the general election following the modification ratification.

Section 6. Engrossment and Enrollment

The mayor is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing this Ordinance in the Ordinance records of the Town.

Section 7. Limitations on the Use of Property Tax Revenue

If property taxes are ever implemented, the use of property tax revenue shall be restricted exclusively for maintenance, repair, or construction of town infrastructure within the Town, as determined and prioritized by the Town Council.

Section 8. Supermajority Vote Requirement

Any modification, change, or amendment related to implementing or increasing property taxes, or to this ordinance, shall require the affirmative vote of at least two-thirds of the total voting members of the Town Council, i.e. four (4) affirmative votes.

Section 9. Sunset Clause for Property Taxes

If property taxes are ever implemented, this provision requiring a reevaluation and renewal of the property tax ordinance every year by the town council during their annual budget discussions and decision-making processes. A super majority of two-thirds of the total voting members of council, i.e. four (4) affirmative votes, is required to keep the property tax in effect.

Section 10. Elderly, Fixed-Income, or Other Exemptions

Any future property tax implementation must include an exemption or deferral option for veterans, surviving spouse of certain first responders, those with qualified disabilities, elderly residents, those on fixed incomes, and low income as defined by State guidelines. The process for establishing and administering these exemptions or deferrals shall include, but not be limited to, the following:

- A. The establishment of clear and objective eligibility criteria for veterans, surviving spouse of certain first responders, those with qualified disabilities, elderly residents, those on fixed incomes, low income or deferrals, including age, income, and asset thresholds.

- B. A transparent and accessible application process for eligible residents to request and receive exemptions or deferrals, including the provision of assistance for those who may have difficulty completing the required forms or providing the necessary documentation.
- C. Regular communication and outreach efforts to ensure that eligible residents are aware of the availability and benefits of the exemptions or deferrals, as well as any applicable deadlines or requirements.

Section 11. External Financial Review

An independent, external financial review of the Town's budget and spending shall be conducted and presented to the Town Council and the public before any proposal to implement or increase property taxes can be considered. The external financial review shall include, but not be limited to, the following:

- A. An assessment of the Town's current financial position, including an analysis of revenues, expenditures, and fund balances.
- B. A review of the Town's financial policies, procedures, and controls to ensure compliance with Generally Accepted Accounting Principles (GAAP) and applicable laws and regulations.
- C. A detailed analysis of the Town's revenue sources, identifying any potential opportunities for increasing non-property tax revenues or optimizing existing revenue streams.
- D. An examination of the Town's expenditure patterns and trends, highlighting any areas of inefficiency, potential cost savings, or opportunities for improved resource allocation.
- E. Recommendations for short-term and long-term financial planning strategies to address any identified fiscal challenges, including alternative funding mechanisms, budget adjustments, and policy changes.
- F. The external financial review shall be conducted by a qualified, independent accounting firm or financial consultant with experience in municipal finance and budget analysis.
- G. The results of the external financial review shall be presented in a written report and a public presentation to the Town Council, with ample opportunity for public questions and comments.

Section 12. Mandatory Public Referendum

Any proposal to implement or increase property taxes must be approved by a majority of the registered voters of the Town of Poetry in a public referendum. The process for conducting a public referendum shall include, but not be limited to, the following:

- A. A detailed proposal outlining the reasons for implementing or increasing property taxes, including the expected impact on the Town's budget, services, and community members.
- B. A public information campaign to educate the community on the proposed property tax implementation or increase, including the distribution of informational materials, public meetings, and online resources.
- C. The scheduling of the public referendum at a time that maximizes voter participation, such as during a general or primary election, or on a date when no other elections are taking place.
- D. The use of a clear and concise ballot question that accurately reflects the proposal and the decision facing the voters, along with any related instructions or explanations.
- E. The establishment of polling locations and hours that ensure accessibility and convenience for all registered voters, including those with disabilities or limited transportation options.
- F. The proper counting, tabulation, and certification of referendum results by an impartial and qualified entity or individual, in accordance with applicable laws and regulations.
- G. A requirement that the Town Council abide by the outcome of the public referendum, taking appropriate actions to implement the approved property tax changes or explore alternative revenue sources if the referendum fails.
- H. The incorporation of any necessary amendments or modifications to the Town's ordinances, codes, or policies to reflect the outcome of the public referendum, with due consideration given to the legal requirements and limitations for Type A general law municipalities in Texas.

Section 13. Property Tax Rate Cap

If a property tax is implemented, a maximum property tax rate shall be established, as determined by the Town Council, that cannot be exceeded without an additional public referendum.

Section 14. Severability

Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the ordinances of the Town as a whole.

Section 14. Effective Date

This Ordinance shall be effective upon its passage and approval.

PASSED AND APPROVED on this ___ day of _____, 2024.

APPROVED:

Tara Senkevech, Mayor

ATTEST:

Town Secretary

APPROVED AS TO FORM:

David Berman, Town Attorney

Nichols, Jackson, Dillard, Hager & Smith L.L.P.
 500 N Akard St.
 Suite 1800
 Dallas, TX 75201 USA
 214-965-9900 Tax ID: 75-0861592

TOWN OF POETRY
 TX USA

Date: 03/31/2024
 Ref.: 3089.000
 Bill #: 51706

RE: General Legal Services

Attention: Mayor Tara Senkevech

Date	Init	Description of Service	Hours	Amount
03/01/2024	DMB	Review of materials re Kaufman County road projects, telephone call with mayor.	0.50	97.50
03/08/2024	DMB	Email to mayor re fence and right-of-way, fee waivers.	0.25	48.75
03/13/2024	DMB	Review/revision of draft zoning ordinance, telephone conference w/mayor and councilmembers (JB, SW).	1.25	243.75
03/21/2024	DMB	Attendance at council meeting.	5.00	975.00
		Our Fee	7.00	1,365.00

Time Summary

Lawyer Initials	Rate	Hrs	Amount
DMB	195.00	7.00	1,365.00
	Total Fees and Disbursements		1,365.00
	TOTAL		1,365.00
	Net Amount Owing on This Bill		1,365.00

Statement of Account

Prior Balance	975.00
Payments & Adjustments	-292.50
Current Fees	1,365.00
Amount Due and Owing to Date	\$2,047.50

Return Receipt (Form 3811) Barcode



9590 9266 9904 2165 4358 93

1. Article Addressed to:
Office of the Mayor & Town Secretary
Town of Poetry
Temporary Town Hall
19012 FM 986
Poetry, TX 75160

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2165 4358 90

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Handwritten Signature]* Agent Addressee

B. Received by (Printed Name) C. Date of Delivery


D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type:
 Certified Mail
 Certified Mail Restricted Delivery

Reference Information

18235.1

Property Details

Account		
Property ID:	117812	Geographic ID: 0871-0690-0010-56
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	9741 COUNTY ROAD 2434 ROYSE CITY, TX 75189	
Map ID:	2A-193	Mapsco: 193
Legal Description:	A0871 RIALS JOHN J,TRACT 69-1, ACRES 12.46	
Abstract/Subdivision:	A0871 - RIALS JOHN J	
Neighborhood:	GHT V-E	
Owner 		
Owner ID:	502386	
Name:	BROWN GEORGE G	
Agent:	ELITE APPEALS LLC (525721)	
Mailing Address:	9741 COUNTY ROAD 2434 ROYSE CITY, TX 75189	
% Ownership:	100.0%	
Exemptions:	HS - Homestead For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$1,177,963 (+)
Improvement Non-Homesite Value:	\$66,427 (+)
Land Homesite Value:	\$28,540 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$327,070 (+)

Market Value:	\$1,600,000 (=)
Agricultural Value Loss: ⓘ	\$326,240 (-)
Appraised Value:	\$1,273,760 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$1,273,760
Ag Use Value:	\$830

VALUES DISPLAYED ARE 2023 CERTIFIED VALUES.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: BROWN GEORGE G %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	APPRAISAL DISTRICT	0.000000	\$1,600,000	\$1,273,760
GHT	HUNT COUNTY	0.336000	\$1,600,000	\$1,253,760
HHO	HUNT MEMORIAL HD	0.197792	\$1,600,000	\$1,243,760
SQL	QUINLAN ISD	0.927500	\$1,600,000	\$1,163,760

Total Tax Rate: 1.461292

Property Improvement - Building

Description: Residential **Type:** Residential **State Code:** E1 **Living Area:** 6,766.00sqft **Value:** \$1,120,331

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	6+M	BR	1998	4,564.00
MA2	MAIN AREA - 2ND LEVEL	*		1998	1,392.00
MA3	MAIN AREA - 3RD LEVEL	*		1998	810.00
GA3	GARAGE	*		1998	625.00
BZ	BREEZEWAY	*		1998	120.00
PO	OPEN PORCH W/ROOF	*		1998	60.00
PO	OPEN PORCH W/ROOF	*		1998	90.00
PO	OPEN PORCH W/ROOF	*		1998	316.50
PO	OPEN PORCH W/ROOF	*		1998	276.00
GFE	GARAGE FREESTANDING EXCELLENT	*		1998	400.00

Description: TENNIS COURT/SWIMMING POOL **Type:** Misc Imp **State Code:** E3 **Living Area:** 0.00sqft **Value:** \$57,632

Type	Description	Class CD	Year Built	SQFT
TC	TENNIS COURT	*	2006	7,200.00
SPL	SWIMMING POOL LOW	*	1999	1.00

Description: OUT BLDGS **Type:** Misc Imp **State Code:** D2 **Living Area:** 0.00sqft **Value:** \$66,427

Type	Description	Class CD	Year Built	SQFT
SSL	STG SHED/WORKSHOP	*	1999	280.00
SSL	STG SHED/WORKSHOP	*	1999	200.00
PML	METAL BUILDING (LOW)	*	2000	600.00
PMA	METAL BUILDING (AVERAGE)	*	2006	3,000.00
PME	METAL BUILDING (EXCELLENT)	*	2020	144.00
PML	METAL BUILDING (LOW)	*	2020	96.00

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RR	RESIDENTIAL, RURAL	1.0000	43,560.00	0.00	0.00	\$28,540	\$0
NP	NATIVE PASTURE	11.4600	499,197.60	0.00	0.00	\$327,070	\$830

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$1,244,390	\$355,610	\$830	\$1,273,760	\$0	\$1,273,760
2022	\$1,191,837	\$305,770	\$760	\$1,217,137	\$22,451	\$1,194,686
2021	\$1,059,440	\$185,560	\$700	\$1,075,030	\$0	\$1,075,030
2020	\$1,084,410	\$164,430	\$720	\$1,098,330	\$68,610	\$1,029,720
2019	\$924,590	\$138,440	\$680	\$936,380	\$0	\$936,380
2018	\$1,019,160	\$130,840	\$670	\$1,030,330	\$0	\$1,030,330
2017	\$1,019,160	\$130,840	\$640	\$1,030,300	\$0	\$1,030,300
2016	\$945,270	\$104,730	\$650	\$954,330	\$0	\$954,330
2015	\$945,270	\$104,730	\$650	\$954,330	\$0	\$954,330
2014	\$925,360	\$89,640	\$620	\$933,950	\$0	\$933,950
2013	\$926,310	\$88,690	\$630	\$934,830	\$0	\$934,830

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
7/2/2009	LIST	SALES OR RENTAL LISTING					
2/6/2007	SWD	SPECIAL WARRANTY DEED	BROWN GEORGE & JULIE	BROWN GEORGE G	1561	131	
1/8/2004	SWDVL	SPECIAL WARRANTY DEED VENDOR'S LIEN	FIRST CAP HOLDINGS INC	BROWN GEORGE & JULIE	1112	427	
6/10/2003	STD	SUBSTITUTE TRUSTEE'S DEED	MCNAIR KENT & KELLY *TX*	FIRST CAP HOLDINGS INC	1021	543	
3/30/2001	WD	WARRANTY DEED	SEBASTIAN RODNEY & SCARLETT	MCNAIR KENT & KELLY *TX*	738	386	

9/19/1997	WDVL	WARRANTY DEED WITH VENDORS LIEN	BAILEY ROY D	SEBASTIAN RODNEY & SCARLETT	460	382
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS)
COUNTY OF HUNT)

THE UNDERSIGNED, JULIE BROWN (the "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, all of her interest in the real property described on the attached Exhibit "A" to GEORGE BROWN (the "Grantee").

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, reservations, exceptions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Hunt County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by through, or under Grantor, but not otherwise.

Grantee assumes payment of current and future ad valorem taxes on said property.

NOTICE

This instrument was prepared solely from information and on instructions given to me by my client. No title opinion or other information has been furnished to me in connection with its preparation.

JOHN W. BICKLE
ATTORNEY AT LAW

EXECUTED this 6 day of FEBRUARY, 2007.

Julie Brown
JULIE BROWN

STATE OF TEXAS)
COUNTY OF HUNT)

The foregoing instrument was acknowledged before me on the 6 day of February, 2007, by JULIE BROWN.

Betty J. Cates
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

George G. Brown
9741 CR 2434
Royse City, TX 75189

Official Copy

EXHIBIT A

All that certain lot, tract or parcel of land situated in the J. J. RIALS SURVEY, ABSTRACT NO. 871, Hunt County, Texas, and being a part of Tract One and all of Tract Two as described in a Warranty Deed from Roy D. Bailey and wife, Kathy Bailey, to Rodney D. Sebastian and wife, Scarlett Sabastian, dated September 15, 1997 and being recorded in Volume 460, Page 382 of the Real Property Records of Hunt County, Texas and being more particularly described as follows:

BEGINNING at a P-K nail set for corner in the Southwest line of said tract in County Road 2434, said point being N. 44 deg. 45 min. 00 sec. W. 107.06 feet from a P-K nail found for corner at the "L" corner of County Road 2434, at the South corner of said Tract One;

THENCE N. 44 deg. 45 min. 00 sec. W. along the center of County Road 2434, a distance of 742.28 feet to a P-K nail set for corner;

THENCE N. 46 deg. 40 min. 30 sec. E. a distance of 25.00 feet to a 1/2" iron rod found for corner in the Northeast margin of said road, at the South corner of a 10.00 acre tract as described in Volume 878, Page 600 of the Deed Records of Hunt County, Texas;

THENCE N. 44 deg. 33 min. 05 sec. W. along said road margin, a distance of 192.49 feet to a 1/2" iron rod found for corner at the West corner of said Tract Two;

THENCE N. 50 deg. 48 min. 55 sec. E. (controlling bearing line) along the Northwest line of said Tract Two, at 408.89 feet pass the North corner of Tract Two and continuing along the Northwest line of said Tract One, a total distance of 599.77 feet to a 1/2" iron rod found for corner at the North corner of Tract One;

THENCE S. 37 deg. 46 min. 41 sec. E., a distance of 470.71 feet to a fence corner post found for corner;

THENCE S. 41 deg. 51 min. 01 sec. E. a distance of 151.09 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 32 deg. 07 min. 32 sec. W. a distance of 94.72 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner on a pond dam;

THENCE S. 23 deg. 42 min. 20 sec. W. along said pond dam, a distance of 274.81 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 12 deg. 25 min. 40 sec. W. a distance of 249.86 feet to the POINT OF BEGINNING and containing 10.00 acres of land.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Feb 06, 2007
at 12:29p

Document Number: 1887
Amount: 24.00

BY
Tiffany Lothringer
Linda Brooks,
County Clerk
Hunt County

STATE OF TEXAS COUNTY OF HUNT

I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the said records of Hunt County
as stamped herein by me.

Feb 06, 2007

Linda Brooks, County Clerk
Hunt County

Any provision herein which restricts the sale,
mortgage or use of the described REAL PROPERTY
because of race, color, religion, sex,
handicap, familial status or national origin
is hereby and unenforceable under
FEDERAL LAW, 42/1279

Unofficial

From: Justin Ivy <jivy@bhcllp.com>
Sent: Tuesday, March 12, 2024 3:11 PM
To: Tara Senkevech <mayor.tara@poetrytexas.org>
Cc: Gary C. Hendricks <ghendricks@bhcllp.com>
Subject: Town of Poetry-Dead Tree Issues

Good afternoon, Mayor Senkevech.

We are pleased to report that we have obtained and completed our review of the property information and deeds for the Christy and Michael Oliver property (Kaufman County; Property I.D. 215686) as well as the George G. Brown property (Hunt County; Property I.D. 117812) as requested by the Town. The property and deed information are attached for your use and reference.

According to the deed for the Michael & Christy Oliver tract, the property line extends to the centerline of C.R. 249 along the southwest property line and extends to the centerline of C.R. 251 along the north property line. We did not locate any dedicated rights-of-way or easements that would necessitate maintenance to be performed by the Town along this property.

According to the deed for the George G. Brown tract, the property line extends to the centerline of C.R. 2434 along the south and southwest sides of the property. However, there is a 25-foot wide "margin of road" referenced in the deed located from the northwest property corner, along the east side of C.R. 2434, for approximately 190 feet to the southeast. This "leave out" should be considered as right-of-way (though not formally dedicated as such) and subject to maintenance by the Town. There are no other dedicated rights-of-way or easements along the property that would be cause for maintenance by the Town.

Please do not hesitate to give us a call or respond to this email if you have any questions or would like to discuss our findings further.

As always, we are available to discuss this matter further at your convenience.

Justin R. Ivy, P.E.

Birkhoff, Hendricks & Carter, L.L.P.
TBPE Firm F526, TBPLS Firm 100318
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
(214) 361-7900

*To excel in consulting municipal engineering
through creative, professional and ethical practice.*

COATS | ROSE

Bishop

VICTOR CRISTALES
ASSOCIATE

Certified Article Number

9414 7266 9904 2165 4358 90

SENDER'S RECORD

VCRISTALES@COATSROSE.COM
DIRECT: (972) 419-4704
FAX: (972) 702-0662

February 8, 2024

VIA CERTIFIED MAIL

Office of the Mayor and Town Secretary
Town of Poetry, Town Hall
Attn: Honorable Tara Senkevech and Evie Anderson
5671 County Road 323
Poetry, Texas 75160

OR

Office of the Mayor and Town Secretary
Town of Poetry, Temporary Town Hall
Attn: Honorable Tara Senkevech and Evie Anderson
19012 FM 986
Poetry, Texas 75160

Re: Petition for Release from the Town of Poetry's Extraterritorial Jurisdiction (the "Petition")

Honorable Mayor and Ms. Anderson:

Enclosed please find a copy of the above-described Petition, pursuant to Chapter 42 of the Texas Local Government Code, as amended, as well as a check for \$125 for the Town's required filing fee for the Petition. Please reach out to Mindy L. Koehne at mkoehne@coatsrose.com or (972) 982-8461 with any question regarding the Petition.

Very truly yours,



Victor Cristales

Enclosure

16000 N. DALLAS PARKWAY, SUITE 350, DALLAS, TEXAS 75248
PHONE: (972) 788-1600 FAX: (972) 702-0662
COATSROSE.COM

**PETITION FOR RELEASE FROM
THE TOWN OF POETRY'S EXTRATERRITORIAL JURISDICTION**

THE STATE OF TEXAS §

COUNTY OF HUNT §

TO THE HONORABLE MAYOR AND TOWN COUNCIL, TOWN OF POETRY, TEXAS:

COMES NOW the undersigned (collectively, the "Petitioners"), acting pursuant to Chapter 42 of the Texas Local Government Code, as amended (the "Act"), respectfully petition the Town of Poetry, Texas ("Town") to release certain property located within the Town's extraterritorial jurisdiction, as more particularly described in the attached Exhibit "A" (the "Property"). In support of same, Petitioners would respectfully show the following:

I.

The Property is located within the extraterritorial jurisdiction of the Town of Poetry, Texas in Hunt County, Texas, and is not within the corporate limits or extraterritorial jurisdiction of any other municipality. Petitioners request release from the extraterritorial jurisdiction of the Town of Poetry, Texas.

II.

The Property does not lie in an area:

- (i) within five (5) miles of the boundary of a military base, at which an active training program is conducted, as defined by Section 43.0117 of the Texas Local Government Code, as amended;
- (ii) that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county in which the population grew by more than fifty percent (50%) from the previous federal census in the federal census conducted in the year 2020 and has a population of greater than 240,000;
- (iii) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million and that is within fifteen (15) miles of the boundary of a military base, at which an active training program is conducted, and in a county with a population of more than two (2) million;
- (iv) designated as an industrial district under Section 42.044 of the Texas Local Government Code, as amended; or
- (v) subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code, as amended.

III.

The persons or entities (through authorized representatives) signing this Petition constitute a majority in value of the holders of title to the Property as shown by the tax rolls and conveyances of record since the date of preparation of said county tax rolls.

IV.

The Petitioners, having met the petition requirements in § 42.104 of the Act, request the Town immediately release the Property from the Town's extraterritorial jurisdiction pursuant to § 42.105(c) of the Act. Otherwise, the Property shall be released by operation of law pursuant to § 42.105(d) of the Act.

V.

This Petition will be filed with the Town Secretary, Town of Poetry, Texas.

VI.

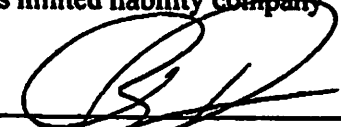
WHEREFORE, the Petitioners respectfully pray that this petition be granted in all respects and that the Town Council of the Town of Poetry, Texas adopts an ordinance or resolution releasing the Property from the Town's extraterritorial jurisdiction.

[SIGNATURE PAGE TO FOLLOW]

RESPECTFULLY SUBMITTED, on this the 6 day of FEBRUARY, 2024.

PETITIONER:

BISHOP AIRFIELD RANCH, LLC
a Texas limited liability company

✓
By: 

Name: Benjamin G. Pogue

Title: Manager

Date of Signing: 2-6-2024

Date of Birth: -

Resident Address: 6800 High Gate Road
Plano, Texas 75024

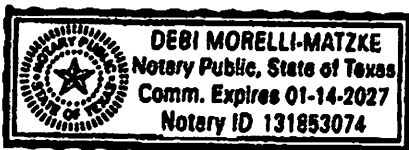
STATE OF TX
COUNTY OF Collin §
§
§

This instrument was acknowledged before me on the 6 day of FEBRUARY, 2024 by Benjamin G. Pogue, Manager of Bishop Airfield Ranch, LLC, a Texas limited liability company, on behalf of said limited liability company.



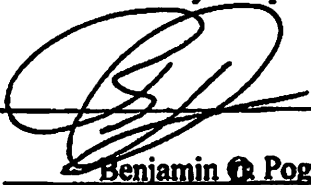
Notary Public in and for the State of Texas

(SEAL)



PETITIONER:

BISHOP AIRFIELD II, LLC
a Texas limited liability company

By: 

Name: Benjamin G. Pogue

Title: Manager

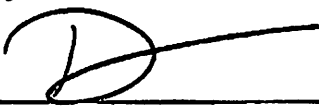
Date of Signing: 2-6-24

Date of Birth: _____

Resident Address: 6800 High Gate Road
Plano, Texas 75024

STATE OF TX §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 6 day of FEBRUARY, 2024 by Benjamin G. Pogue, Manager of Bishop Airfield Ranch, LLC, a Texas limited liability company, on behalf of said limited liability company.



Notary Public in and for the State of Texas

(SEAL)

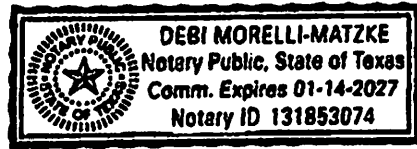


EXHIBIT "A"
Legal Description and Map of the Property

LEGAL DESCRIPTION
442.523 ACRES

BEING a tract of land situated in the John J Riels Survey, Abstract No 871, and the Samuel McFadgin Survey, Abstract No. 651, Hunt County, Texas, and the John J Riels Survey, Abstract No. 232, Rockwall County, Texas and being all of that called 423 552 acre tract of land described in deed to Bishop Arfield Ranch, LLC as recorded in Document Number 2021-18126 and Document Number 2021000022053, Official Public Records of Hunt County, Texas and Official Public Records of Rockwall County, Texas, respectively, and being all of that called 19 02 acre tract of land described in deed to Bishop Arfield Ranch, LLC as recorded in Document Number 2021-21073, Official Public Records of Hunt County, Texas and being further described as follows

BEGINNING at a 5/8 inch iron rod with red plastic cap stamped "KHA" set at the north corner of said 423 552 acre tract, said point being the east corner that called 21 860 acre tract of land described in deed to Cesar Alejandro Vilasenor and Lous Guerrero as recorded in Document Number 2020-11544, Official Public Records of Hunt County, Texas, said point also being in the approximate centerline of County Road 2434,

THENCE South 45°38'41" East, 854.55 feet along the northeast line of said 423 552 acre tract and along the approximate centerline of County Road 2434 to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner said point being the north corner of Tract 3- called 25.00 acres as described in deed to Ndugu Ranch as recorded in Document Number 2022-14863, Official Public Records of Hunt County, Texas,

THENCE South 28°02'42" West, 1,906.06 feet along the common line of said 423.552 acre tract and said 25 00 acre tract to a fence post found for corner, said point also being the most westerly north corner of said 19 02 acre tract,

THENCE South 42°34'12" East, 1 075 70 feet along the northeast line of said 19.02 acre tract to a 1/2 inch iron rod with cap stamped "5034" found for corner, said point also being the south corner of Tract 1- called 18 47 acres as described in deed to Ndugu Ranch, LLC as recorded in Document Number 2022-14863, Official Public Records of Hunt County, Texas.

THENCE along the common line of said 19.02 acre tract and said 18 47 acre tract as follows:

North 28°44'32" East, 79.77 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner,

North 43°02'59" East, 63.48 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner,

North 47°46'56" East, 303.77 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner,

North 45°20'31" East, 400.02 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner,

North 37°41'27" East, 200.39 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner,

North 36°31'48" East at 194.22 feet passing a 1/2 inch iron rod with cap stamped "5034" found for corner of said 18 47 acre tract, said point also being the common corner of Tract 2- called 12 00 acres as described in deed to Ndugu Ranch, LLC, as recorded in Document Number 2022-14863, Official Public Records of Hunt County, Texas, in all a total distance of 626.78 feet to a 1/2 inch iron rod found for corner,

North 12°40'13" West, 69.69 feet to a 1/2 inch iron rod with plastic cap stamped "5034" found for corner,

North 36°54'00" East at 167.74 feet passing a 1/2 inch iron rod with cap stamped "5034" found for reference, in all a total distance of 193.68 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the north corner of said 19 02 acre tract, said point being in the approximate centerline of County Road 2434,

THENCE South 46°35'33" East, 687.66 feet along the northeast line of said 423 552 acre tract and along the approximate centerline of County Road 2434 to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the west corner of that called 3 872 acre tract of land described in deed to Carol Holloway Show as recorded in Document Number 2016-280, Official Public Records of Hunt County, Texas,

THENCE South 45°33'08" East, 62.96 feet along the northeast line of said 423.552 acre tract and along the southwest line of said 3.872 acre tract to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner.

THENCE South 43°02'01" East, 314.78 feet along the northeast line of said 423.552 acre tract and along the southwest line of said 3.872 acre tract to a 1/2 inch iron rod found for the south corner of said 3.872 acre tract said point also being the west corner of that called 4.573 acre tract of land described in deed to Hugh Morgan Hall and Susan Diane Hall as recorded in Document Number 2015-3846. Official Public Records of Hunt County, Texas.

THENCE along the northeast line of said 423.552 acre tract and along the southwest line of said 4.573 acre tract as follows

South 42°59'55" East, 211.32 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner.

South 37°42'55" West, 187.82 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner.

South 48°05'55" East, 210.96 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the east corner of said 423.552 acre tract, said point being the south corner of said 4.573 acre tract, said point also being in the west line of Lot 42, Hidden Oaks Estates, an addition to Hunt County as recorded in Volume 400, page 798, Official Public Records of Hunt County, Texas.

THENCE along the east line of said 423.552 acre tract and along the west line of Hidden Oaks Estates as follows

South 13°39'23" West, 1.612.68 feet to a 5/8 inch iron rod with cap stamped "BDS TECH" found for corner.

South 34°51'29" West, 944.58 feet to a 1/2 inch iron rod with cap stamped "RHODES" found for corner.

South 28°50'45" West, 984.71 feet to a 1/2 inch iron rod found for corner.

THENCE North 71°07'24" East, 542.27 feet to a 1/2 inch iron rod found for corner the beginning of a non-tangent curve to the left with a radius of 126.46 feet, a central angle of 18°14'19", and a chord bearing and distance of South 22°38'17" East, 40.09 feet.

Along said non-tangent curve to the left, 40.26 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner.

THENCE South 71°07'23" West, 589.74 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner.

THENCE South 29°23'08" West, 76.67 feet along the east line of said 423.552 acre tract and along the west line of said Hidden Oaks Estates to a 1/2 inch iron rod found for corner.

THENCE along the common line of said 423.552 acre tract and said Hidden Oaks Estates as follows:

South 45°44'20" East, 334.70 feet to a 3/8 inch iron rod found for corner.

South 44°59'01" East, 436.86 feet to a 60D nail found for corner, said point also being the north corner of Lot 1, Hidden Oaks Estates 2, an addition to Hunt County as recorded in Cabinet C, Side 374 Official Public Records of Hunt County, Texas.

THENCE along the common line of said 423.552 acre tract and said Hidden Oaks Estates 2 as follows

South 43°27'31" West, 1,104.46 feet to a 1/2 inch iron rod with cap stamped "RHODES" found for corner.

South 44°00'05" East, 76.40 feet to a 1/2 inch iron rod with cap stamped "RHODES" found for corner said point also being the north corner of Lot 12, Hidden Oaks Estates 3, an addition to Hunt County as recorded in Cabinet D, Side 287, Official Public Records of Hunt County, Texas.

THENCE along the common line of said 423.552 acre tract and said Hidden Oaks Estates 3 as follows:

South 44°22'18" West, 840.22 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner.

South 44°08'28" West, 226.34 feet to a 1/2 inch iron rod found for corner, said point also being the north corner of that called 9.44 acre tract of land described in deed to Octavio Ochoa as recorded in Volume 1208, Page 98, Official Public Records of Hunt County, Texas.

THENCE South 44°19'45" West, 1,392.23 feet along the southeast line of said 423.552 acre tract to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the south corner of said 423.552 acre tract, said point also being the east corner of that called 11.000 acre tract of land described in deed to Scottfree Investments, LP as recorded in Volume 1741, Page 615, Official Public Records of Hunt County, Texas,

THENCE North 35°41'10" West, 998.73 feet along the southwest line of said 423.552 acre tract and along the northeast line of said 11.000 acre tract to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner,

THENCE North 45°48'09" West, 1,873.40 feet along the southwest line of said 423.552 acre tract to a fence post found for the west corner of said 423.552 acre tract, said point being the north corner of that called 19.000 acre tract of land described in deed to Scott A. Tharp and Joanne Tharp as recorded in Volume 998, Page 78, Official public Records of Hunt County, Texas and Volume 2962, Page 313, Official Public Records of Rockwall County, Texas, said point also being in the southeast line of Buena Vista, Phase 1, an addition to Hunt and Rockwall Counties as recorded in Volume 400, Page 1080, Official Public Records of Hunt County, Texas and Cabinet B, Side 311, Official Public Records of Rockwall County, Texas;

THENCE along the common line of said 423.552 acre tract and said Buena Vista, Phase 1 as follows.

North 43°54'43" East, 4,273.90 feet to a fence post found for corner;

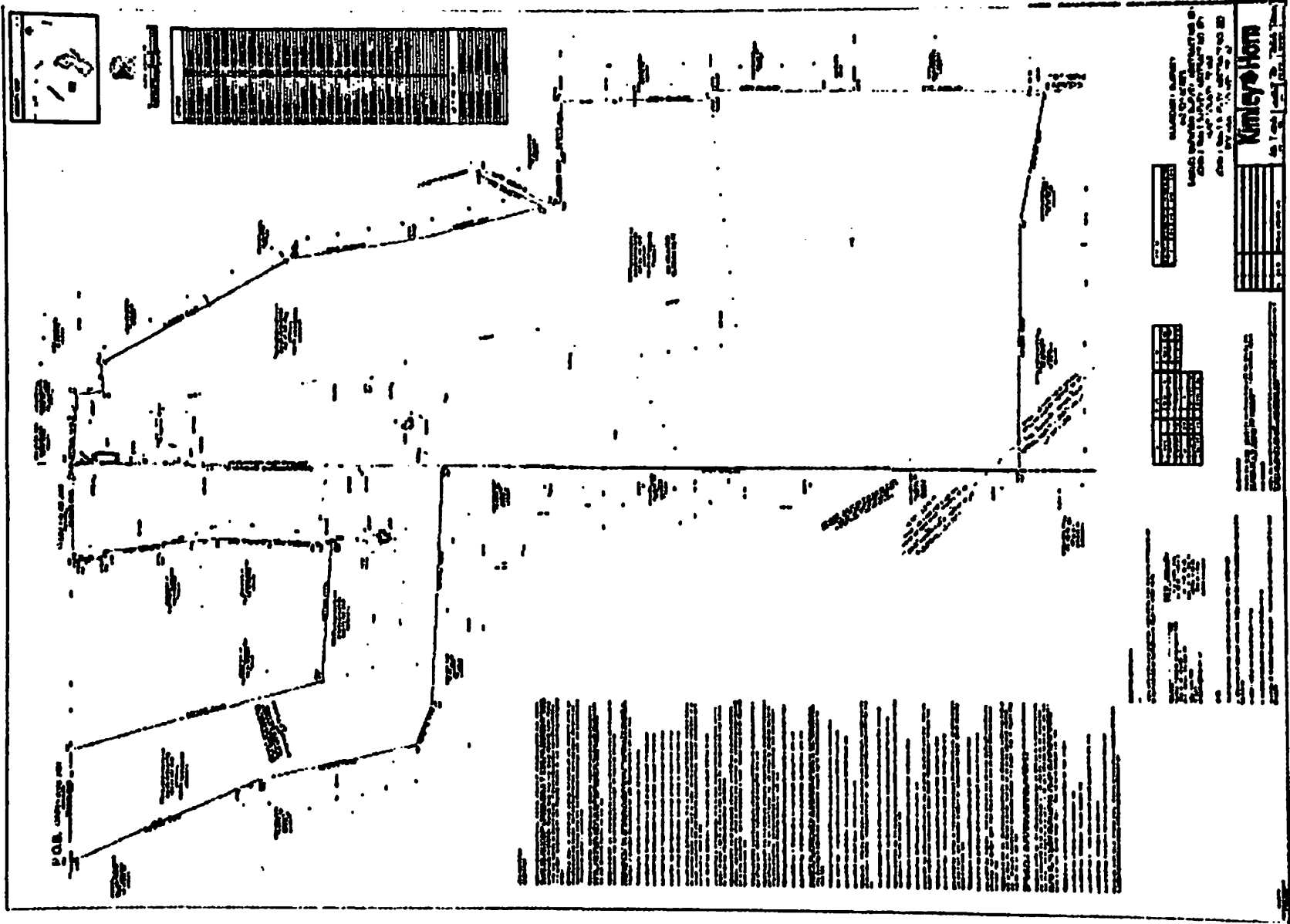
North 43°48'12" West, 1,826.83 feet to a 1/2 inch iron rod found for corner,

North 24°38'17" West, 311.12 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner,

North 30°55'19" East, 1,195.99 feet to a fence post for corner,

North 19°10'43" East, 170.34 feet to a 1/2 inch iron rod found for the south corner of said 21.860 acre tract;

THENCE North 19°23'18" East, at 1,310.49 feet, passing a 1/2 inch iron rod found for witness, in all a total of 1350.22 feet to the POINT OF BEGINNING and containing 19,276,314 square feet or 442.523 acres of land.



1. 10' x 10' x 10'
 2. 10' x 10' x 10'
 3. 10' x 10' x 10'
 4. 10' x 10' x 10'
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 20. 10' x 10' x 10'

Kimley-Horn
 1010 17th St. N.
 Minneapolis, MN 55403
 Tel: 612-339-3800
 Fax: 612-339-3801
 E-mail: k-h@kimley-horn.com
 Website: www.kimley-horn.com