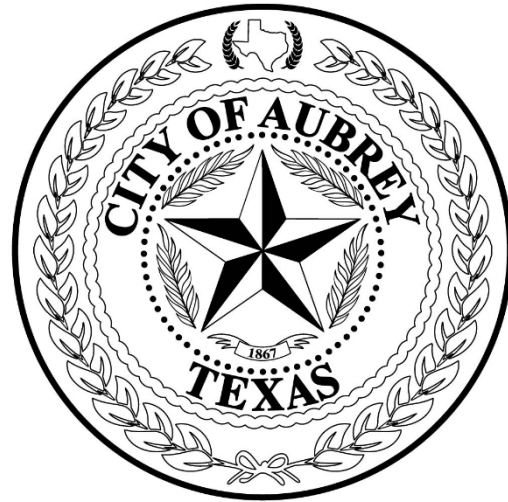


Planning and Zoning Commission Meeting

Aubrey City Hall
107 S. Main St
Aubrey, TX 76227
July 11, 2024
6:00 PM



**(Notice of Potential Quorum for City Council, Board of Adjustment, Library Board, Municipal Development District, and Parks and Recreation Board - even though a quorum of the members of these boards may or may not be present, no official action will be taken by their members.)*

Notice Regarding Remote Participation of Board Members

Pursuant to Section 551.127, Texas Government Code, one or more commission members may attend this meeting remotely using videoconferencing technology. A quorum of the commission will be physically present at the location provided above. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public by accessing Zoom utilizing the Public Participation link identified below.

Notice Regarding Public Participation

Individuals may attend the meeting in person at the above address, or access the meeting via videoconference, or telephone conference call.

Join the Zoom Meeting by clicking on the following

link: <https://us06web.zoom.us/j/89895676214?pwd=bOePvIEJzOT1x9Te1lQjKiT1nlwqN.1>

Meeting ID: 898 9567 6214 Password: 966888

To join the meeting by phone, dial 1 (346) 248-7799 and use the Meeting ID and password above.

Call to Order - Determine if a Quorum is Present:

Invocation & Pledge of Allegiance: Pledge of Allegiance to the Texas Flag - "Honor the Texas flag; I pledge allegiance to thee, Texas, one state, under God, one, and indivisible."

Community Announcements: Items of community interest may include recognizing Citizens and Staff for outstanding contributions to the community, a reminder about an upcoming event that is organized or sponsored by the governing body, and announcements of an imminent threat to public safety that has arisen after the posting of this agenda.

Citizen Input: Any person may address the Commission. If your comments are concerning an agenda item, you may wait until the discussion on that item if you prefer. Once recognized by the chairperson, please step forward to the speaker's podium, state your name and address and speak directly into the microphone so that people in the room and those attending remotely can hear comments and see presentations. To request to speak via videoconference, click on "Participants" at the bottom of the screen, and click "Raise Hand." The chairperson will acknowledge your request and allow you to speak. Citizen comments are limited to three (3) minutes per individual unless additional time is otherwise required by law. No discussion or action may be taken at this meeting on any item not listed on the agenda, other than to make statements of factual information or recite existing policy in response to a citizen's inquiry.

New Business: New items requested for consideration.

1. Consider and make a recommendation to the City Council regarding a Final Plat for Aubrey Heights containing 142 residential lots and seven (7) open space lots in 39.51 acres of land out of the J. Fisher Survey, Abstract No. 432, City of Aubrey, Denton County, Texas (*Roger & Lisa Prier*)
2. Conduct a public hearing, consider and make a recommendation to the City Council regarding a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with a base zoning district of SF75 – Single Family Residential 7,500 Square Feet on approximately 159.941 acres of land located in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas. The property is generally located west of FM 1385 and south of FM 428. DCAD Parcel ID 52165 (MM AUBREY 160 LLC, Duck Point)
3. Consideration and action on the minutes of the June 13, 2024 Planning and Zoning Commission meeting.

-ADJOURN-

I, Jenny Hicks, City Secretary, certify that this Notice of Meeting was posted, per the Open Meetings Act, on the official bulletin board at the City Hall of the City of Aubrey, Texas and on the City's website at www.aubreytx.gov in accordance with Chapter 551, Texas Government Code, and shall remain posted until the meeting is adjourned.

I certify that the attached notice and agenda of items to be considered by the Planning and Zoning Commission of the City of Aubrey, Texas was removed by me from the official bulletin

board of the City of Aubrey, Texas, 107 South Main St, Aubrey, Texas on the _____ day of _____, 2024.

(The Planning and Zoning Commission reserves the right to adjourn into closed session at any time during the course of this meeting to consult with its attorney regarding any of the matters listed on this document, as authorized by Texas Government Code Section 551.071 Consultation with Attorney.)

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (940) 440-9343 for further information.



*Case Report - Aubrey Heights Final Plat
Planning and Zoning Commission –July 11, 2024
City Council – July 25, 2024*

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Consider and make a recommendation to City Council regarding a Final Plat for Aubrey Heights containing 142 residential lots and seven (7) open space lots in 39.51 acres of land out of the J. Fisher Survey, Abstract No. 432, City of Aubrey, Denton County, Texas (*Roger & Lisa Prier*)

Owner: Roger and Lisa Prier

Engineer: CCM Engineering (Cody Crannel, PE)

Location: The property is generally located west of Highway 377, south of W. Blackjack Road, and east of Blackjack Oaks Road.

Zoning: SF-PD, Single-Family Residential Planned Development with SF-75 as base zoning.

Future Land Use Plan: Estate Neighborhood

Current Use: Undeveloped

Analysis: On October 27, 2022 the Aubrey City Council approved a Preliminary Plat for 39.51 acres, 144 single family residential lots, and four (4) open space lots. The Final Plat includes 142 residential lots and seven (7) open space lots.

The layout of the Final Plat is consistent with the approved Preliminary Plat, the PD Zoning ordinance, and with the development agreement approved by the City Council, as are the building setbacks and lot dimensions.

Utilities:
Water and sanitary sewer service will be provided by the City of Aubrey. Texas New Mexico Power (TNMP), CoServ, and AT&T are providers for this property.

Engineer Review:
The City Engineer has reviewed the civil construction plans and the plans will need to be redesigned to accommodate the additional ROW required for Blackjack Road.

Recommendation: The Final Plat for Aubrey Heights is recommended for approval subject to the following conditions:

1. The Final Plat shall be revised per the City Engineer and City Planner reviews;
2. Final Plat approval for the development is subject to the Rough Proportionality share of offsite water and sewer improvements to fund upgrades to the systems. An agreement for payment of the Development Fees shall be required prior to City Council consideration of the Final Plat;
3. All engineering plans shall be revised per the City Engineer's review and the development shall be redesigned to provide for the additional 20 feet of ROW required to satisfy the ROW requirements for Blackjack Road;
4. The landscape and screening plans shall be revised per the City Planner's review to reflect the additional 20 feet of ROW required to satisfy the ROW requirements for Blackjack Road;
5. Drainage and access easements identified but not complete with recording information are to be added to the Final Plat prior to filing;
6. Landscape, Screening, retaining walls, and irrigation plans shall be approved prior to referenced work commencing;
7. The applicant shall resubmit all of the above noted plans by July 12, 2024 for engineering and planning review prior to City Council agenda reports are completed;
8. HOA documents shall be approved by the City Attorney and filed in conjunction with the Final Plat; and
9. Any existing structures on the property shall be removed prior to site development.

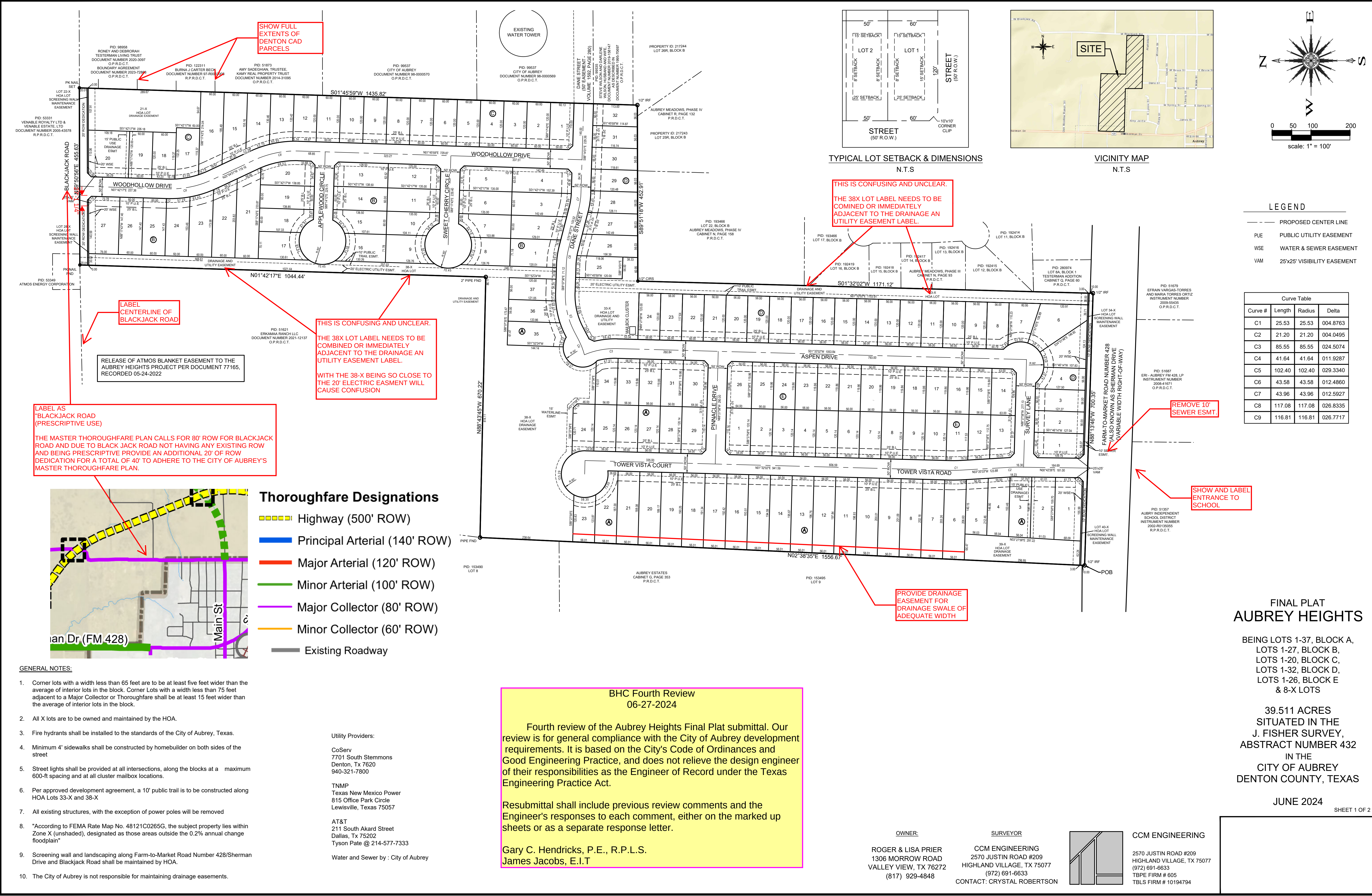
Other requirements for filing: Signed Final Plat, tax certificate for filing, and filing fees.

The Planning and Zoning Commission may recommend to the City Council

1. Approve the Final Plat;
2. Approve the Final Plat with conditions; or
3. Deny the Final Plat.

Attachments:

1. Aubrey Heights Engineering & Planning review of Final Plat
2. Aubrey Heights Landscape/Screening Plans-Planning Review



LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.26	A
2	0.22	A
3	0.20	A
4	0.19	A
5	0.27	A
6	0.26	A
7	0.26	A
8	0.26	A
9	0.26	A
10	0.26	A
11	0.26	A
12	0.25	A
13	0.25	A
14	0.25	A
15	0.25	A
16	0.25	A
17	0.25	A
18	0.25	A
19	0.24	A
20	0.24	A

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.24	A
22	0.21	A
23	0.15	A
24	0.16	A
25	0.15	A
26	0.15	A
27	0.15	A
28	0.15	A
29	0.18	A
30	0.17	A
31	0.15	A
32	0.15	A
33	0.15	A
34	0.15	A
35	0.20	A
36	0.16	A
37	0.15	A
38-X	2.90	A-1
39-X	0.36	A-1

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.20	B
2	0.19	B
3	0.20	B
4	0.22	B
5	0.19	B
6	0.19	B
7	0.17	B
8	0.17	B
9	0.17	B
10	0.17	B
11	0.19	B
12	0.19	B
13	0.20	B
14	0.19	B
15	0.18	B
16	0.18	B
17	0.18	B
18	0.18	B
19	0.19	B
20	0.19	B

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.30	B
22	0.26	B
23	0.22	B
24	0.21	B
25	0.20	B
26-X	0.20	B
27-X	0.27	B

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.16	C
2	0.17	C
3	0.17	C
4	0.17	C
6	0.17	C
7	0.17	C
8	0.17	C
9	0.17	C
10	0.17	C
11	0.17	C
12	0.17	C
13	0.17	C
14	0.19	C
15	0.23	C
16	0.28	C
17	0.18	C
18	0.17	C
19	0.29	C
21	0.70	C -X

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.19	D
2	0.17	D
3	0.17	D
4	0.16	D
5	0.22	D
6	0.27	D
7	0.15	D
8	0.15	D
9	0.15	D
10	0.15	D
11	0.15	D
12	0.15	D
13	0.15	D
14	0.15	D
15	0.15	D
16	0.15	D
17	0.15	D
18	0.15	D
19	0.15	D
20	0.15	D

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.15	D
22	0.15	D
23	0.15	D
24	0.15	D
25	0.15	D
26	0.19	D
27	0.17	D
28	0.16	D
29	0.15	D
30	0.15	D
31	0.15	D
32-X	0.15	D
33-X	0.61	D

STATE OF TEXAS §
COUNTY OF DENTON §

THAT, We, Roger Prier and Lisa Prier, being the owners of that certain tract of land hereinafter described as follows:

BEING all of that certain tract or parcel of land situated in the J. Fisher Survey, Abstract No. 432, Denton County, Texas, and being all of that certain tract described in deed to Roger Prier and Lisa Prier, recorded in Instrument Number 2023-83590, Official Public Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said Prier tract, and being on the north right-of-way line of FM 428 - Sherman Drive;

THENCE North 02°38'35" East, with the westerly line of said Prier acre tract, a distance of 1556.67 feet to 2 inch pipe fence corner post for the northwest corner of said Prier acre tract;

THENCE North 88°43'45" West, with the northerly line of said Prier acre tract, a distance of 670.22 feet to 2 inch pipe fence corner post for the northeast corner of said Prier acre tract and being on the westerly line of said 14.98 acre tract;

THENCE North 01°42'17" East, with the westerly line of said 14.98 acre tract, a distance of 1044.44 feet to a pk nail found for the northwest corner of said 14.98 acre tract, and being in Blackjack Road;

THENCE North 89°50'56" East, along Blackjack Road with the northerly line of said 14.98 acre tract, a distance of 455.63 feet to a mag nail set for the northeast corner of said 14.98 acre tract, and being in Blackjack Road;

THENCE South 01°45'59" West, with the easterly line of said 14.98 acre tract a distance of 1435.82 feet to a 1/2 inch iron rod found for the southeast corner of said 14.98 acre tract;

THENCE South 89°51'18" West, with the southerly line of said 14.98 acre tract, a distance of 452.91 feet to a 1/2 inch iron rod set with plastic cap stamped 6677 for the southwest corner of said 14.98 acre tract and being on the easterly line of said Prier acre tract;

THENCE South 01°32'02" West, with the easterly line of said Prier acre tract, a distance of 1171.12 feet to a 1/2 inch iron rod found for the southeast corner of said Prier acre tract, and being on the north right-of-way line of FM 428 - Sherman Drive;

THENCE North 88°13'46" West, with the southerly line of said Prier acre tract, a distance of 700.35 feet to the POINT OF BEGINNING and enclosing 39.511 acres of land.

SURVEYOR'S CERTIFICATE:

This is to certify that I, Crystal Robertson, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corners monuments shown thereon as set were properly placed under my supervision in accordance with the Development Ordinance of the City of Aubrey.

FOR REVIEW ONLY
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Crystal Robertson
Registered Professional Land Surveyor #5447

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Crystal Robertson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2024.

Notary Public in and for the State of Texas

OWNER'S CERTIFICATIONS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Roger Prier and Lisa Prier acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as AUBREY HEIGHTS, an addition to the City of Aubrey, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. The City of Aubrey and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Aubrey and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

This approved subject to all platting ordinances, rules, and regulations of the City of Aubrey, Texas.

WITNESS my hand this the _____ day of _____, 2024

Roger Prier

Lisa Prier

STATE OF:
COUNTY OF

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

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

Notary Public in and for _____ County

My Commission Expires: _____

STATE OF:
COUNTY OF

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

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

Notary Public in and for _____ County

My Commission Expires: _____

CERTIFICATE OF FINAL PLAT APPROVAL

This Final Plat was reviewed and approved by the City Council of the City of Aubrey, Texas the _____ day of _____, 2024

Chris Rich, Mayor, City of Aubrey, Texas

FINAL PLAT AUBREY HEIGHTS

BEING LOTS 1-37, BLOCK A,
LOTS 1-27, BLOCK B,
LOTS 1-20, BLOCK C,
LOTS 1-32, BLOCK D,
LOTS 1-26, BLOCK E
& 8-X LOTS

39.511 ACRES
SITUATED IN THE
J. FISHER SURVEY, ABSTRACT NO. 432
IN THE
CITY OF AUBREY
DENTON COUNTY, TEXAS

JUNE 2024

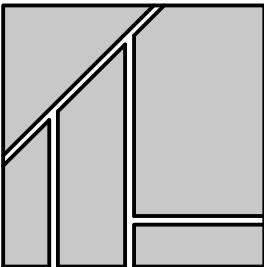
SHEET 2 OF 2

OWNER:

ROGER & LISA PRIER
1306 MORROW ROAD
VALLEY VIEW, TX 76272
(817) 929-4848

SURVEYOR

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
CONTACT: CRYSTAL ROBERTSON



CCM ENGINEERING

2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
TBPE FIRM # 605
TBLS FIRM # 10194794

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.18	E
2	0.15	E
3	0.15	E
4	0.15	E
5	0.15	E
6	0.15	E
7	0.15	E
8	0.15	E
9	0.15	E
10	0.15	E
11	0.15	E
12	0.15	E
13	0.16	E
14	0.17	E
15	0.15	E
16	0.15	E
17	0.15	E
18	0.15	E
19	0.15	E
20	0.15	E

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.15	E
22	0.15	E
23	0.15	E
24	0.15	E
25	0.15	E
26	0.17	E

X LOTS		
LOT	BLOCK	PURPOSE
38-X	A	DRAINAGE
39-X	A	DRAINAGE
40-X	A	SCREENING WALL
28-X	B	SCREENING WALL
21-X	C	DRAINAGE
22-X	C	SCREENING WALL
33-X	D	UTILITY & DRAINAGE
34-X	D	SCREENING WALL

TOTAL ACREAGE: 39.51
SINGLE FAMILY ACREAGE: 34.80
X-LOT ACREAGE: 4.71

CoSERV

The location and width of the (electric and/or gas) easements shown on this plat are acceptable to CoSERV

NAME, TITLEDATE

AT&T

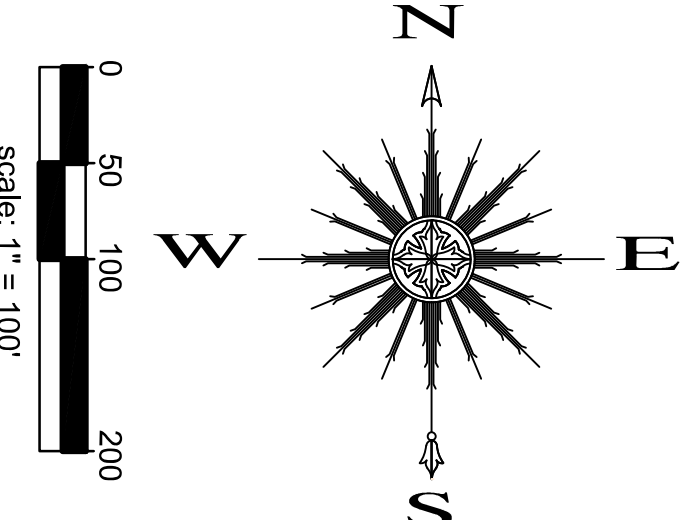
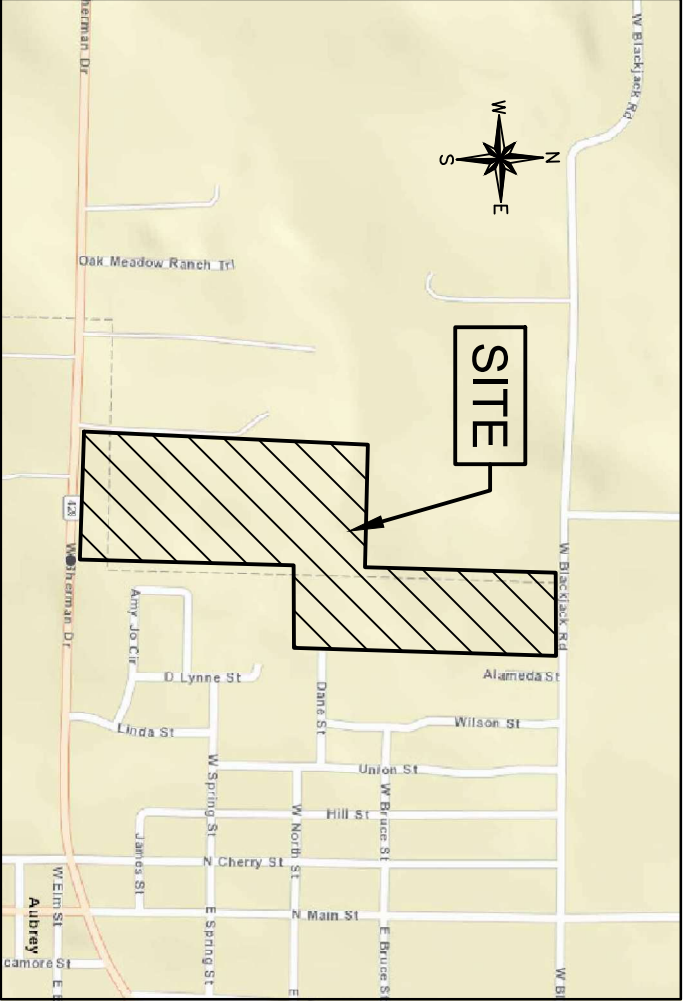
The location and width of the (telephone and or cable) easements shown on this plat are acceptable to AT&T

NAME, TITLEDATE

TNMP

The location and width of the (electric) easements shown on this plat are acceptable to TNMP

NAME, TITLEDATE



LEGEND			
---	PROPOSED CENTER LINE		
PUE	PUBLIC UTILITY EASEMENT		
WSE	WATER & SEWER EASEMENT		
VAM	25'X25' VISIBILITY EASEMENT		

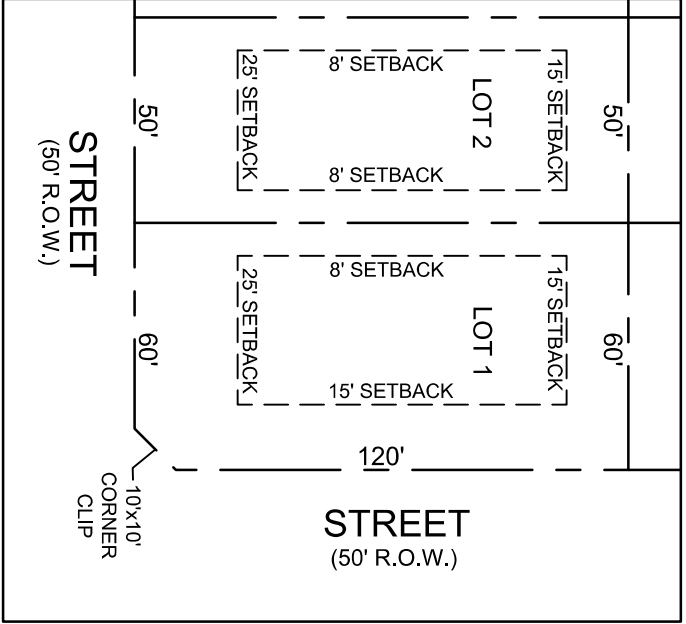
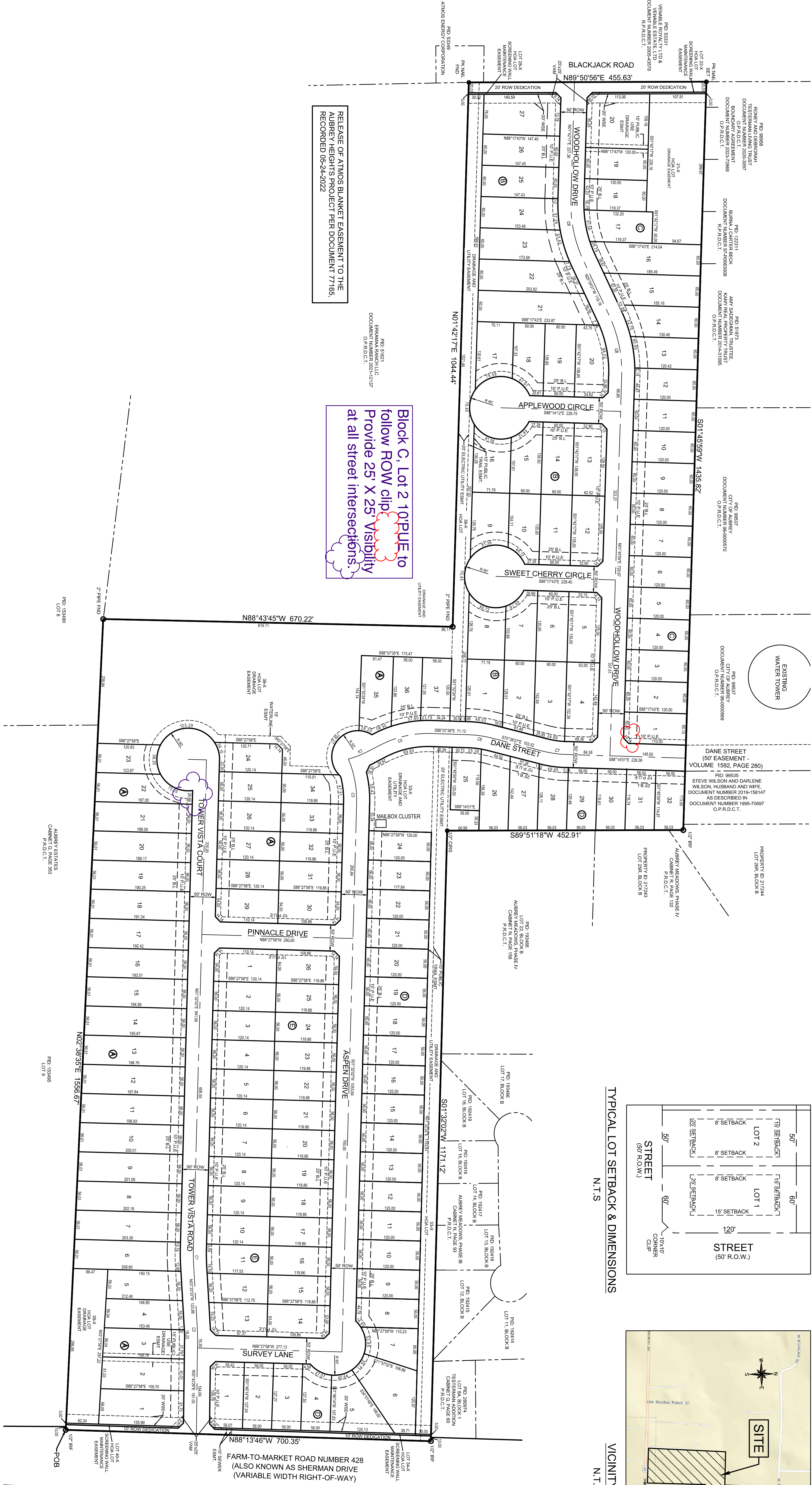
Curve Table			
Curve #	Length	Radius	Delta
C1	25.53	25.53	004.8763
C2	21.20	21.20	004.0495
C3	85.55	85.55	024.5074
C4	41.64	41.64	011.5287
C5	102.40	102.40	029.3340
C6	43.58	43.58	012.4880
C7	43.96	43.96	012.5927
C8	117.08	117.08	026.5335
C9	116.81	116.81	026.7717

FINAL PLAT AUBREY HEIGHTS

BEING LOTS 1-37, BLOCK A,
LOTS 1-27, BLOCK B,
LOTS 1-20, BLOCK C,
LOTS 1-32, BLOCK D,
LOTS 1-26, BLOCK E
& 8-X LOTS

39.511 ACRES
SITUATED IN THE
J. FISHER SURVEY,
ABSTRACT NUMBER 432
IN THE
CITY OF AUBREY
DENTON COUNTY, TEXAS

JUNE 2024



TYPICAL LOT SETBACK & DIMENSIONS

VICINITY MAP

RELEASE OF ATMOS BLANKET EASEMENT TO THE
AUBREY HEIGHTS PROJECT PER DOCUMENT 77165,
RECORDED 05-24-2022

Block C, Lot 2 10PUE to
follow ROW clip
Provide 25' X 25' Visibility
at all street intersections.

- GENERAL NOTES:
1. Corner lots with a width less than 65 feet are to be at least five feet wider than the average of interior lots in the block. Corner Lots with a width less than 75 feet adjacent to a Major Collector or Thoroughfare shall be at least 15 feet wider than the average of interior lots in the block.
 2. All X lots are to be owned and maintained by the HOA.
 3. Fire hydrants shall be installed to the standards of the City of Aubrey, Texas.
 4. Minimum 4' sidewalks shall be constructed by homeowner on both sides of the street
 5. Street lights shall be provided at all intersections, along the blocks at a maximum 600-ft spacing and at all cluster mailbox locations.
 6. Per approved development agreement, a 10' public trail is to be constructed along HOA Lots 33-X and 36-X
 7. All existing structures, with the exception of power poles will be removed
 8. "According to FEMA Rate Map No. 48121C0265G, the subject property lies within Zone X (unshaded), designated as those areas outside the 0.2% annual change floodplain"
 9. Screening wall and landscaping along Farm-to-Market Road Number 428/Sherman Drive and Blackjack Road shall be maintained by HOA.
 10. The City of Aubrey is not responsible for maintaining drainage easements.

Utility Providers:

CoServ
7701 South Stemmons
Denton, TX 76201
940-321-7800

TNMP
Texas New Mexico Power
815 Office Park Circle
Lewisville, Texas 75057

AT&T
211 South Alard Street
Dallas, TX 75202
Tyson Pale @ 214-577-7333

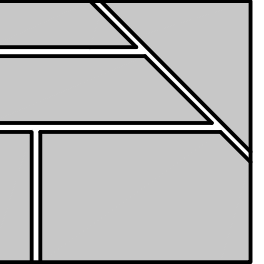
Water and Sewer by : City of Aubrey

OWNER:

ROGER & LISA PRIER
1306 MORROW ROAD
VALLEY VIEW, TX 76272
(817) 929-4848

SURVEYOR

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
CONTACT: CRYSTAL ROBERTSON



CCM ENGINEERING

2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
TBL'S FIRM # 10194794

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.26	A
2	0.22	A
3	0.20	A
4	0.19	A
5	0.27	A
6	0.26	A
7	0.26	A
8	0.26	A
9	0.26	A
10	0.26	A
11	0.26	A
12	0.25	A
13	0.25	A
14	0.25	A
15	0.25	A
16	0.25	A
17	0.25	A
18	0.25	A
19	0.24	A
20	0.24	A

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.24	A
22	0.21	A
23	0.15	A
24	0.16	A
25	0.15	A
26	0.15	A
27	0.15	A
28	0.15	A
29	0.18	A
30	0.17	A
31	0.15	A
32	0.15	A
33	0.15	A
34	0.15	A
35	0.20	A
36	0.16	A
37	0.15	A
38-X	2.90	A-1
39-X	0.36	A-1

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.20	B
2	0.19	B
3	0.20	B
4	0.22	B
5	0.19	B
6	0.19	B
7	0.17	B
8	0.17	B
9	0.17	B
10	0.17	B
11	0.19	B
12	0.19	B
13	0.20	B
14	0.19	B
15	0.18	B
16	0.18	B
17	0.18	B
18	0.18	B
19	0.19	B
20	0.19	B

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.30	B
22	0.26	B
23	0.22	B
24	0.21	B
25	0.20	B
26-X	0.20	B
27-X	0.27	B

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.16	C
2	0.17	C
3	0.17	C
4	0.17	C
6	0.17	C
7	0.17	C
8	0.17	C
9	0.17	C
10	0.17	C
11	0.17	C
12	0.17	C
13	0.17	C
14	0.19	C
15	0.23	C
16	0.28	C
17	0.18	C
18	0.17	C
19	0.17	C
20	0.29	C
21	0.70	C-X

LOT TABLE		
LOT #	Area (acre)	BLOCK
1	0.19	D
2	0.17	D
3	0.17	D
4	0.16	D
5	0.22	D
6	0.27	D
7	0.17	D
8	0.15	D
9	0.15	D
10	0.15	D
11	0.15	D
12	0.15	D
13	0.15	D
14	0.15	D
15	0.15	D
16	0.15	D
17	0.15	D
18	0.15	D
19	0.15	D
20	0.15	D

LOT TABLE		
LOT #	Area (acre)	BLOCK
21	0.15	D
22	0.15	D
23	0.15	D
24	0.15	D
25	0.15	D
26	0.19	D
27	0.17	D
28	0.16	D
29	0.15	D
30	0.15	D
31	0.15	D
32-X	0.15	D
33-X	0.61	D

STATE OF TEXAS
COUNTY OF DENTON \$

THAT We, Roger Prier and Lisa Prier, being the owners of that certain tract of land hereinafter described as follows:

BEING all of that certain tract or parcel of land situated in the J. Fisher Survey, Abstract No. 432, Denton County, Texas, and being all of that certain tract described in deed to Roger Prier and Lisa Prier, recorded in Instrument Number 2023-03-950, Official Public Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said Prier tract, and being on the north right-of-way line of FM 428 - Sherman Drive,

THENCE North 02°38'35" East, with the westerly line of said Prier acre tract, a distance of 1356.07 feet to 2 inch pipe fence corner post for the northwest corner of said Prier acre tract,

THENCE North 88°43'45" West, with the northerly line of said Prier acre tract, a distance of 670.22 feet to 2 inch pipe fence corner post for the northeast corner of said Prier acre tract and being on the westerly line of said 14.98 acre tract,

THENCE North 01°42'17" East, with the westerly line of said 14.98 acre tract, a distance of 1044.44 feet to a 6x nail found for the northwest corner of said 14.98 acre tract, and being in Blackjack Road,

THENCE North 88°50'56" East, along Blackjack Road with the northerly line of said 14.98 acre tract, a distance of 455.63 feet to a mag nail set for the northeast corner of said 14.98 acre tract, and being in Blackjack Road,

THENCE South 01°45'59" West, with the easterly line of said 14.98 acre tract a distance of 1435.82 feet to a 1/2 inch iron rod found for the southeast corner of said 14.98 acre tract,

THENCE South 89°51'18" West, with the southerly line of said 14.98 acre tract, a distance of 452.91 feet to a 1/2 inch iron rod set with plastic cap stamped 6677 for the southwest corner of said 14.98 acre tract and being on the easterly line of said Prier acre tract,

THENCE South 01°32'02" West, with the easterly line of said Prier acre tract, a distance of 1171.12 feet to a 1/2 inch iron rod found for the southeast corner of said Prier acre tract, and being on the north right-of-way line of FM 428 - Sherman Drive,

THENCE North 88°13'46" West, with the southerly line of said Prier acre tract, a distance of 700.35 feet to the POINT OF BEGINNING and enclosing 39.511 acres of land.

SURVEYOR'S CERTIFICATE:

This is to certify that I, Crystal Robertson, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corners monuments shown thereon as set were properly placed under my supervision in accordance with the Development Ordinance of the City of Aubrey.

FOR REVIEW ONLY
Professional seal and signature are required for any purpose and shall not be used or viewed or relied upon as a final survey document.

Crystal Robertson
Registered Professional Land Surveyor #5447

STATE OF TEXAS \$
COUNTY OF DENTON \$

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Crystal Robertson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2024.

Notary Public in and for the State of Texas

OWNERS CERTIFICATIONS
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Roger Prier and Lisa Prier acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as AUBREY HEIGHTS, an addition to the City of Aubrey, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for the public use forever. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. The City of Aubrey and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Aubrey and public utility shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

This approved subject to all platting ordinances, rules, and regulations of the City of Aubrey, Texas.

WITNESS my hand this the ____ day of _____, 2024

Roger Prier _____

Lisa Prier _____

STATE OF:
COUNTY OF:

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

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

Notary Public in and for _____ County
My Commission Expires: _____

STATE OF:

COUNTY OF:

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

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

Notary Public in and for _____ County
My Commission Expires: _____

CERTIFICATE OF FINAL PLAT APPROVAL

This Final Plat was reviewed and approved by the City Council of the City of Aubrey, Texas the ____ day of _____, 2024

Chris Rich, Mayor, City of Aubrey, Texas

**FINAL PLAT
AUBREY HEIGHTS**

BEING LOTS 1-37, BLOCK A,
LOTS 1-27, BLOCK B,
LOTS 1-20, BLOCK C,
LOTS 1-32, BLOCK D,
LOTS 1-26, BLOCK E
& 8-X LOTS

39.511 ACRES
SITUATED IN THE
J. FISHER SURVEY, ABSTRACT NO. 432
IN THE
CITY OF AUBREY
DENTON COUNTY, TEXAS

JUNE 2024

SHEET 2 OF 2

TMNP

The location and width of the (electric) easements shown on this plat are acceptable to TMNP

NAME, TITLEDATE

COSERV

The location and width of the (electric and/or gas) easements shown on this plat are acceptable to COSERV

NAME, TITLEDATE

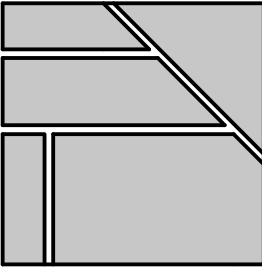
AT&T

The location and width of the (telephone and/or cable) easements shown on this plat are acceptable to AT&T

NAME, TITLEDATE

OWNER: ROGER & LISA PRIER
1306 MORROW ROAD
VALLEY VIEW, TX 76272
(817) 929-4848

SURVEYOR: CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
CONTACT: CRYSTAL ROBERTSON



CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX 75077
(972) 691-6633
TBP# FRM # 605
TBL'S FRM # 10194794

ISSUES:

① 06-26-24 ISSUE FOR PERMIT

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REVISIONS:

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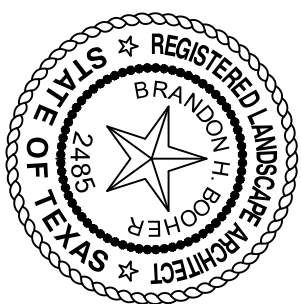
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CLIENT:
CCM ENGINEERING
2570 JUSTIN ROAD #200
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS

AUBREY, TEXAS



mb
landscape
architects

MEENS DESIGN GROUP, INC.
1735 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
P (972) 690-4784
F (972) 690-4783

**ISSUE FOR
PERMIT**

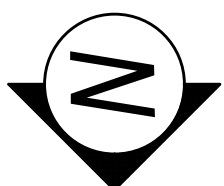
AUBREY HEIGH

AUBREY, TEXAS

JOB NUMBER: CCM-240

OVERALL SITE PLAN/
COMMON AREA
LANDSCAPE PLAN

LO.01



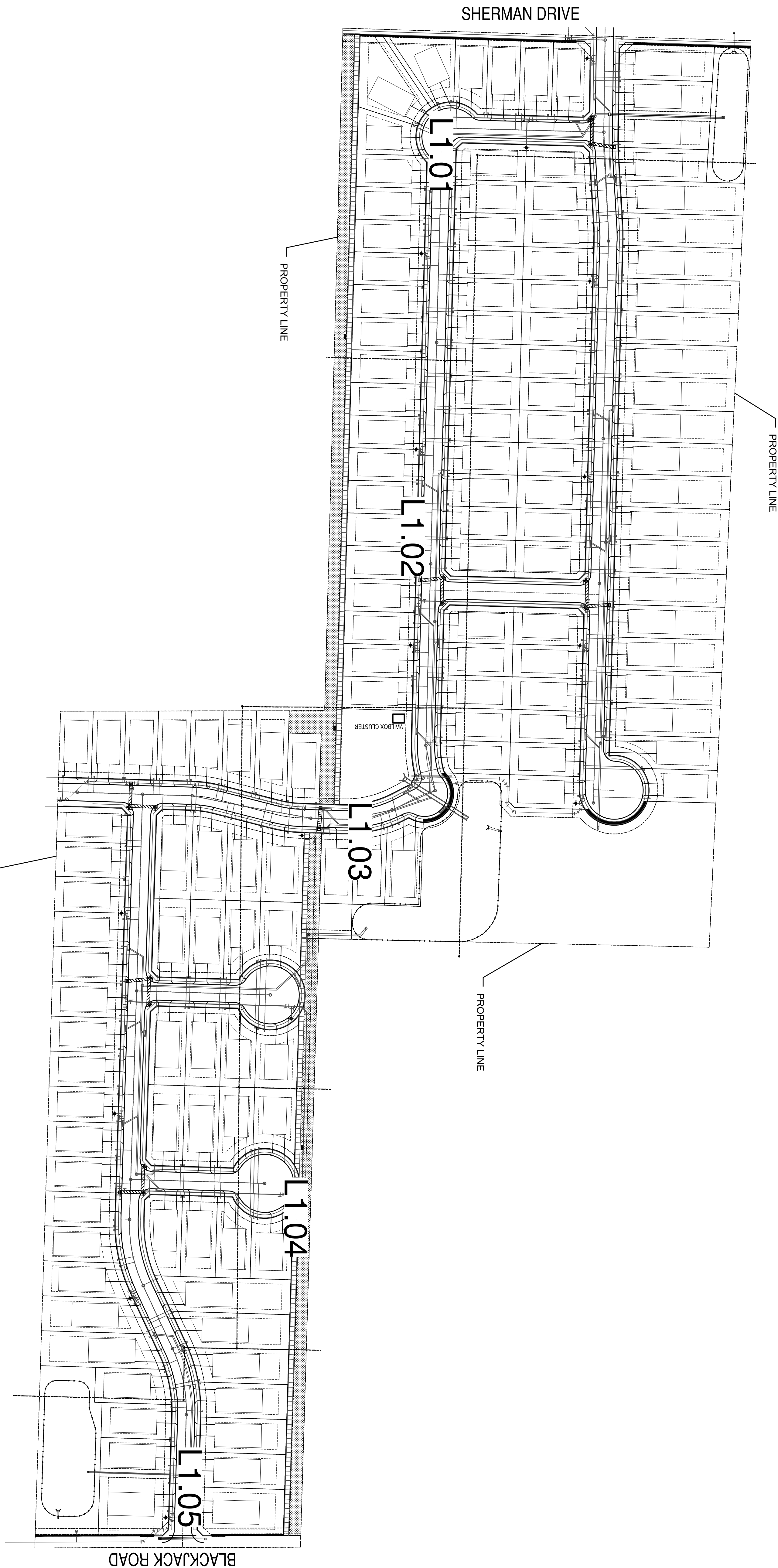
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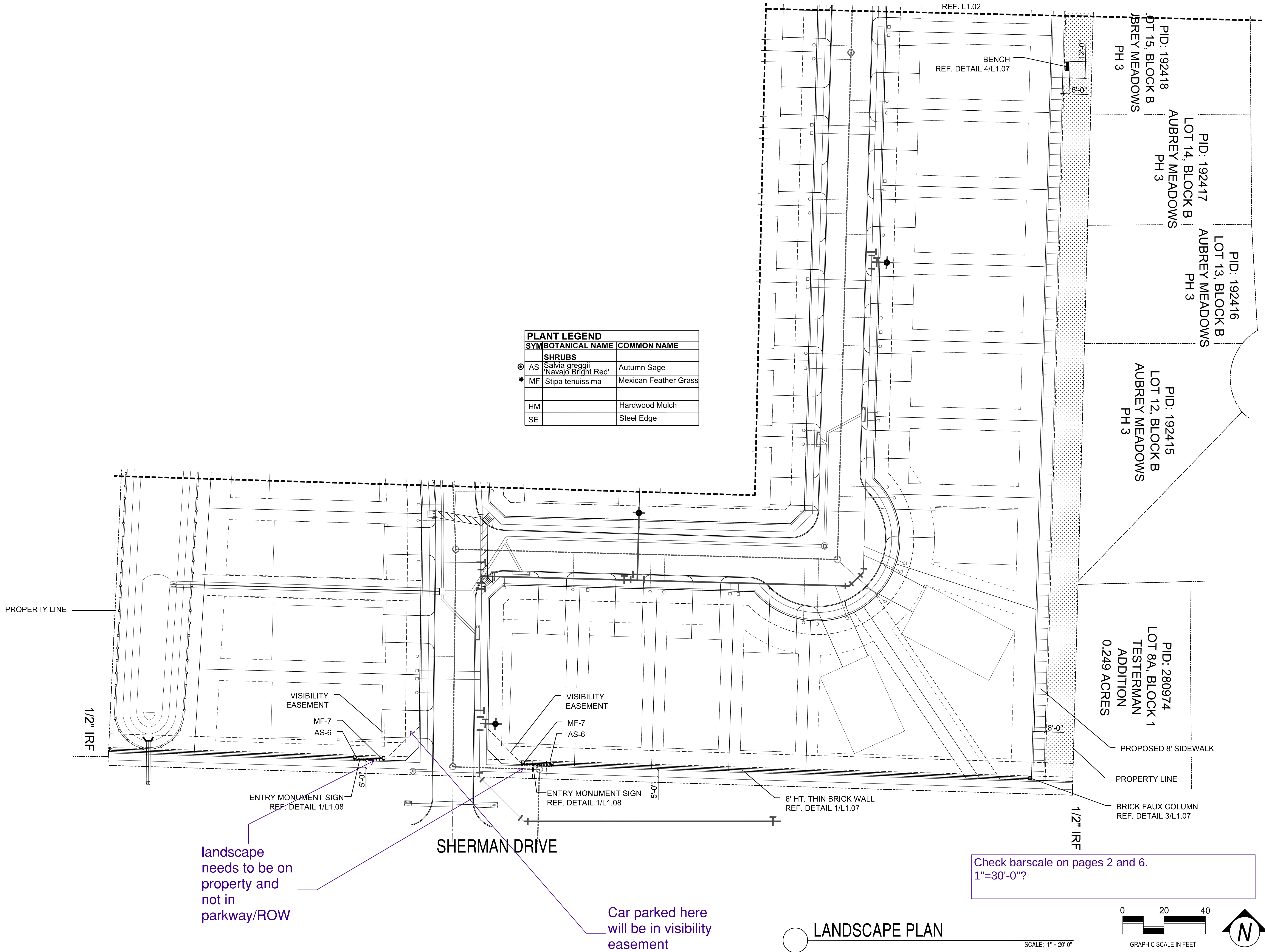
GRAPHIC SCALE IN FEET

OVERALL LANDSCAPE PLAN
ROTATED TO FIT SHEET

OVERALL LANDSCAPE PLAN

SCALE: 1" = 100'-0"





ISSUES:

06-26-24 ISSUE FOR PERMIT

REVISIONS:

CLIENT:

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS

AUBREY, TEXAS

mga
landscape architects

MECKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

ISSUE FOR PERMIT

AUBREY HEIGHTS

AUBREY, TEXAS

JOB NUMBER: CCM-2401

LANDSCAPE PLAN

L1.01

REVISIONS:

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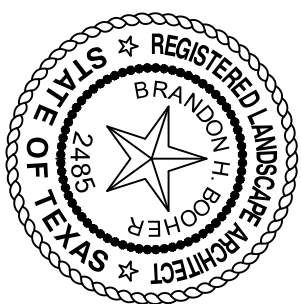
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CLIENT:
CCM ENGINEERING
2570 JUSTIN ROAD #200
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS

AUBREY, TEXAS



mob
landscape
architects

MEENS DESIGN GROUP, INC.
1735 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-4174
F (972) 690-7478

**ISSUE FOR
PERMIT**

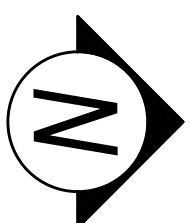
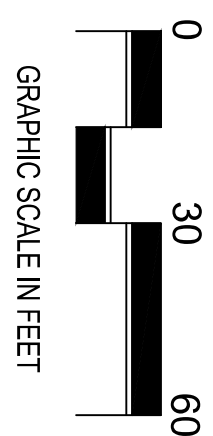
AUBREY HEIGHTS

AUBREY, TEXAS:

JOB NUMBER: CCM-240

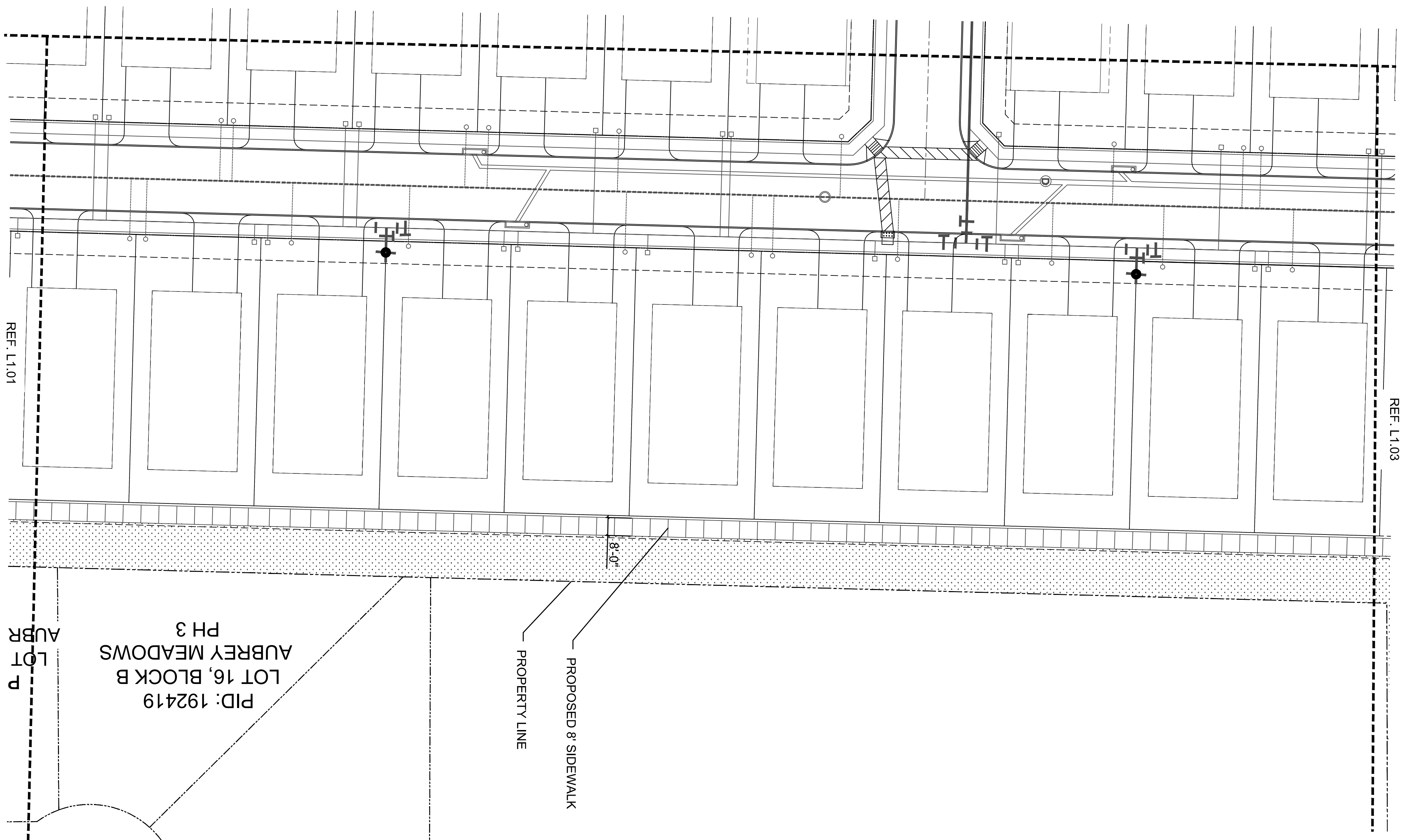
LANDSCAPE PLAN

L1.02



SCALE: 1" = 30'-0"

LANDSCAPE PLAN



ISSUES:
06-26-24 ISSUE FOR PERMIT

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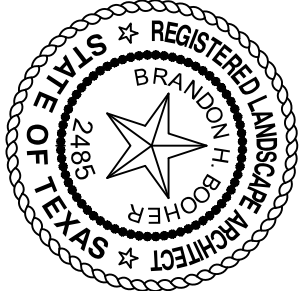
CLIENT:
CCM ENGINEERING
2870 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX



AUBREY HEIGHTS

AUBREY, TEXAS

mgb
landscape
architects
MEERS DESIGN GROUP, INC.
12345 SOUTH MAIN STREET
PHILADELPHIA, PA 19106
P (972) 880-4474
F (972) 880-7578



ISSUE FOR
PERMIT

AUBREY HEIGHTS

AUBREY, TEXAS

JOB NUMBER: CCM2401

LANDSCAPE PLAN

L1.03

REF. L1.04

PROPOSED 8' SIDEWALK
PROPERTY LINE

8'-0"

8'-0"

BENCH
REF. DETAIL 4/L1.07

MAILBOX CLUSTER

5'-0"

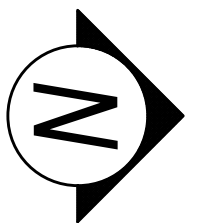
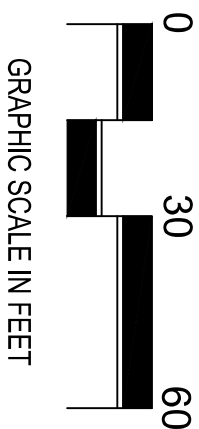
12'-0"

REF. L1.02

PROPERTY LINE

LANDSCAPE PLAN

SCALE: 1" = 30'-0"



ISSUES:
06-26-24 ISSUE FOR PERMIT

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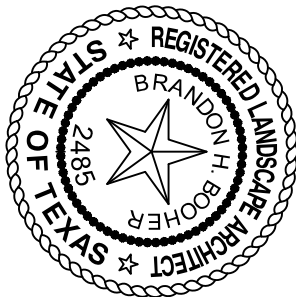
CLIENT:
CCM ENGINEERING
2870 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS

AUBREY, TEXAS



MEERS DESIGN GROUP, INC.
15250 S. J. AVE. SUITE 200
P.O. BOX 1474
FARMERSVILLE, TX 77936
P (972) 880-4474
F (972) 880-7578



ISSUE FOR
PERMIT

AUBREY HEIGHTS

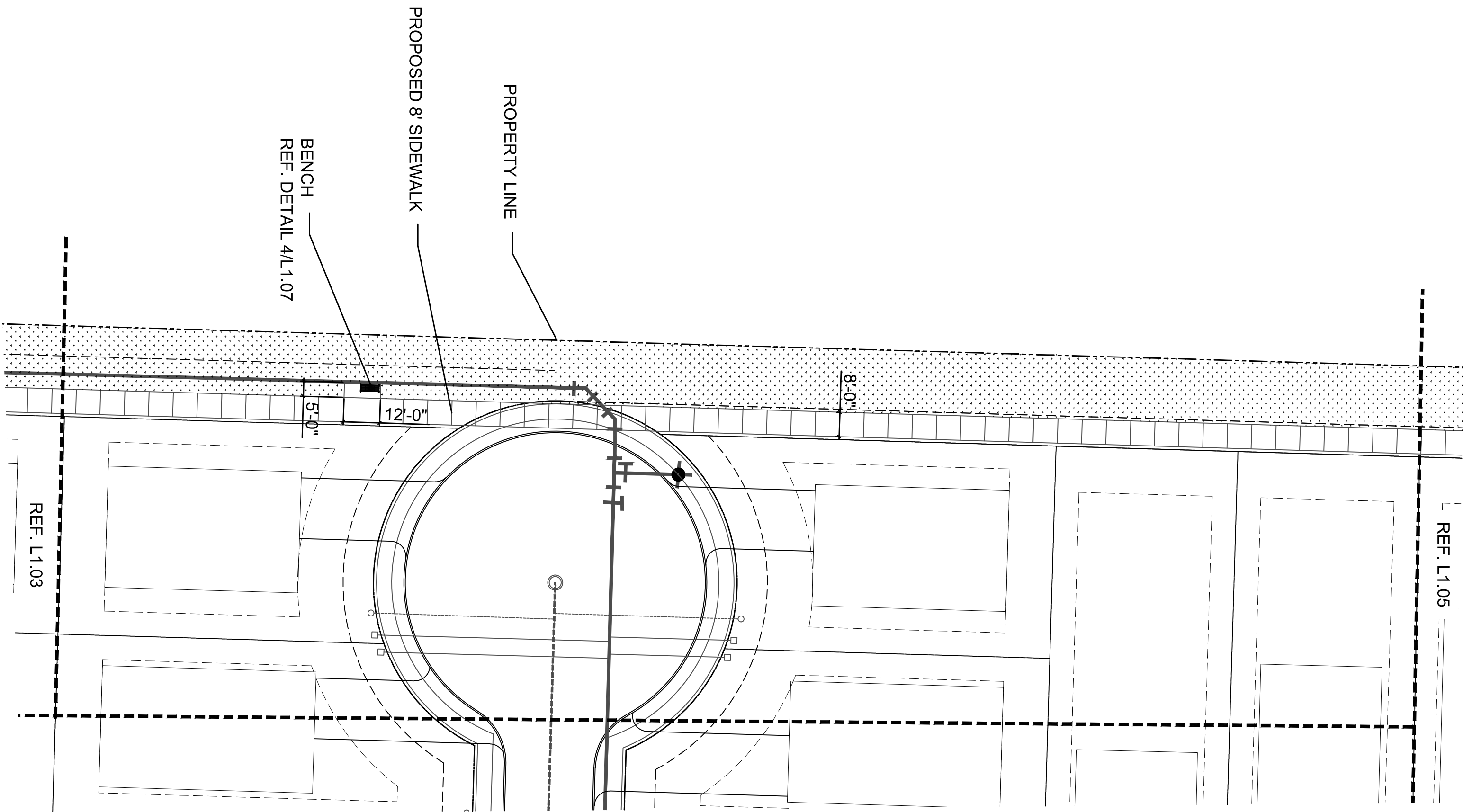
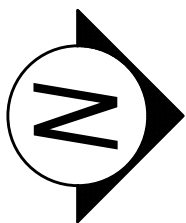
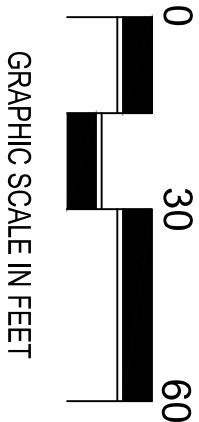
AUBREY, TEXAS

JOB NUMBER: CCM2401

LANDSCAPE PLAN

LANDSCAPE PLAN

SCALE: 1" = 30'-0"



ISSUES:
06-26-24 ISSUE FOR PERMIT

REVISIONS:

CLIENT:

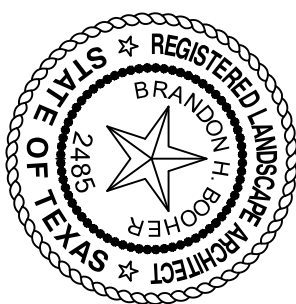
CCM ENGINEERING
2201 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

AUBREY HEIGHTS

AUBREY, TEXAS



MEERS DESIGN GROUP, INC.
15250 SHELBY BLVD., SUITE 300
P.O. BOX 12380
PHILADELPHIA, PA 19136
P (972) 880-7474
F (972) 880-7578



ISSUE FOR
PERMIT

AUBREY HEIGHTS

AUBREY, TEXAS

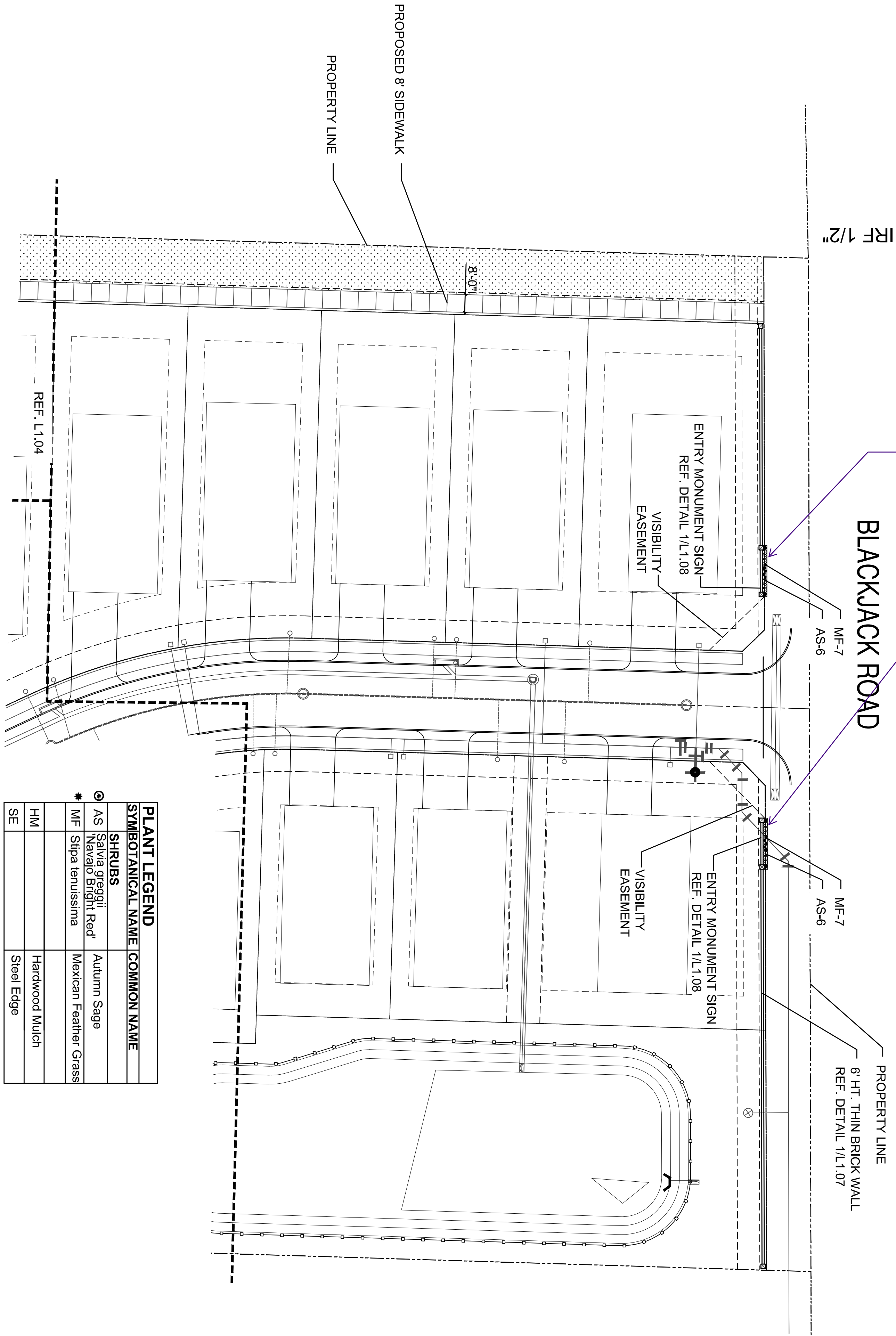
JOB NUMBER: CCM2401

LANDSCAPE PLAN

L1.05

Coordinate plans and any lot configuration changes due to additional ROW dedication for Blackjack Road

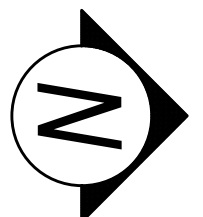
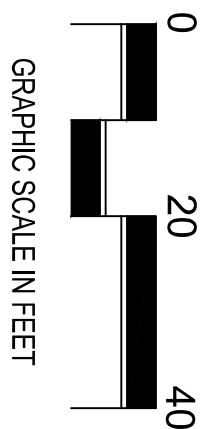
landscape needs to be on property and not in parkway/ROW



PLANT LEGEND	
SYMBOLICAL NAME	COMMON NAME
SHRUBS	
AS	Salvia greggii 'Autumn Sage'
MF	Neurospora 'Bright Red'
SE	Silene tenuisima 'Mexican Feather Grass'
HM	Hardwood Mulch
SE	Steel Edge

LANDSCAPE PLAN

SCALE: 1" = 20'-0"



ISSUES:

① 06-26-24 ISSUE FOR PERMIT

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REVISIONS:

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CLIENT:
CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

-mob.

AUBREY, TEXAS

mb
landscape
architects

MEENS DESIGN GROUP, INC.
1725 N. COLLINS BLVD., SUITE 300
DENVER, CO 80202
PH (312) 680-4174
F (312) 680-8787

REGISTERED LANDSCAPE
ARCHITECTS
NORTH
COLORADO

***ISSUE FOR
PERMIT***

AUBREY HEIGHTS

AUBREY, TEXAS

JOB NUMBER: COM-2401

**PLANT LIST &
DETAILS**

Root Anchor™ Safety Stake
Below Ground Safety Stake

www.treestakesolutions.com

Product Drawing
& Installation Instructions

Tree Stake Solutions, LLC
info@treestakesolutions.com
O 713-591-4151
F 832-385-5145

Plant staking materials: Contractor shall use "Root Anchor Safety Stake" below grade root anchoring system manufactured by Tree Stake Solutions as necessary to meet the requirements of the following specifications, listed to details for staking and/or guy requirements.

- Trees that are not capable of standing upright without falling or leaning shall be staked or guyed. The Contractor is responsible for determining proper staking and guying methods and systems through the appropriate period. Two support shall be performed as outlined below.
- B. Rootball:** Container and Box Size will determine Root Anchor Safety Stake model to be installed on all trees or shrubs that require staking or guying. Root Anchor is designed for trees and shrubs that are 10" or less American Standard for Bare Rooted Plants.
- C. Bare plants vertically using Tree Stake Solutions "Safety Stake"** Model BG Root Anchor. Select correct Root Anchor using manufacturer's Rootball Sizing Chart. Select Root Anchor large enough to overlap the edge of rootball.
- D. Rootball:** Stem stakes shipped with trees shall be removed after planting.

Root Anchor™ below grade safety stake
Sizing Chart

Item#	Description	Full Length x 3 pos (Installed)
5 BG	5 gallon or 10" rootball	44 x 24"
15 BG	10/15 gallon or 17" rootball	44 x 35"
30 BG	20/30 gallon or 22" rootball	44 x 35"
45/65 BG	45/65 gallon or 27-30" rootball	44 x 48"
100 BG	95/100 gallon or 36" rootball	45 x 48"
150 BG	150 gallon or 42" rootball	45 x 60"
200 BG	200 gallon or 48" rootball	45 x 72"
300 BG	300 gallon or 58" rootball	45 x 72"

- With tree in a straight & plumb position, remove the trunk, **WALL NAILS DRIVING THE SAFEST** LOCATION. **5 SAFETY STAKE USE.**

- Insert 1 of 3 nail stakes through each of the U-stakes. Nails should rest in the undisturbed soil at the bottom of the tree pit. All nails should be dug against the side of the rootball.

- (For hand or machine dug trees, it may be necessary to penetrate 1" - 4" of outer area of the rootball with the nail.)

- The nails should be driven straight down into the undisturbed soil below the rootball. The nails are now caging the rootball in place, while the top bracket pins the rootball down.

- After the tree stake is installed, a layer of mulch can be added over the stake. Remove Root Anchor after tree is established.

MAINTENANCE:

THE OWNER, TENANT AND/OR THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING, ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES.

A. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, MOWING, GRASS OF SIX (6) INCHES OR HIGHER, EGGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.

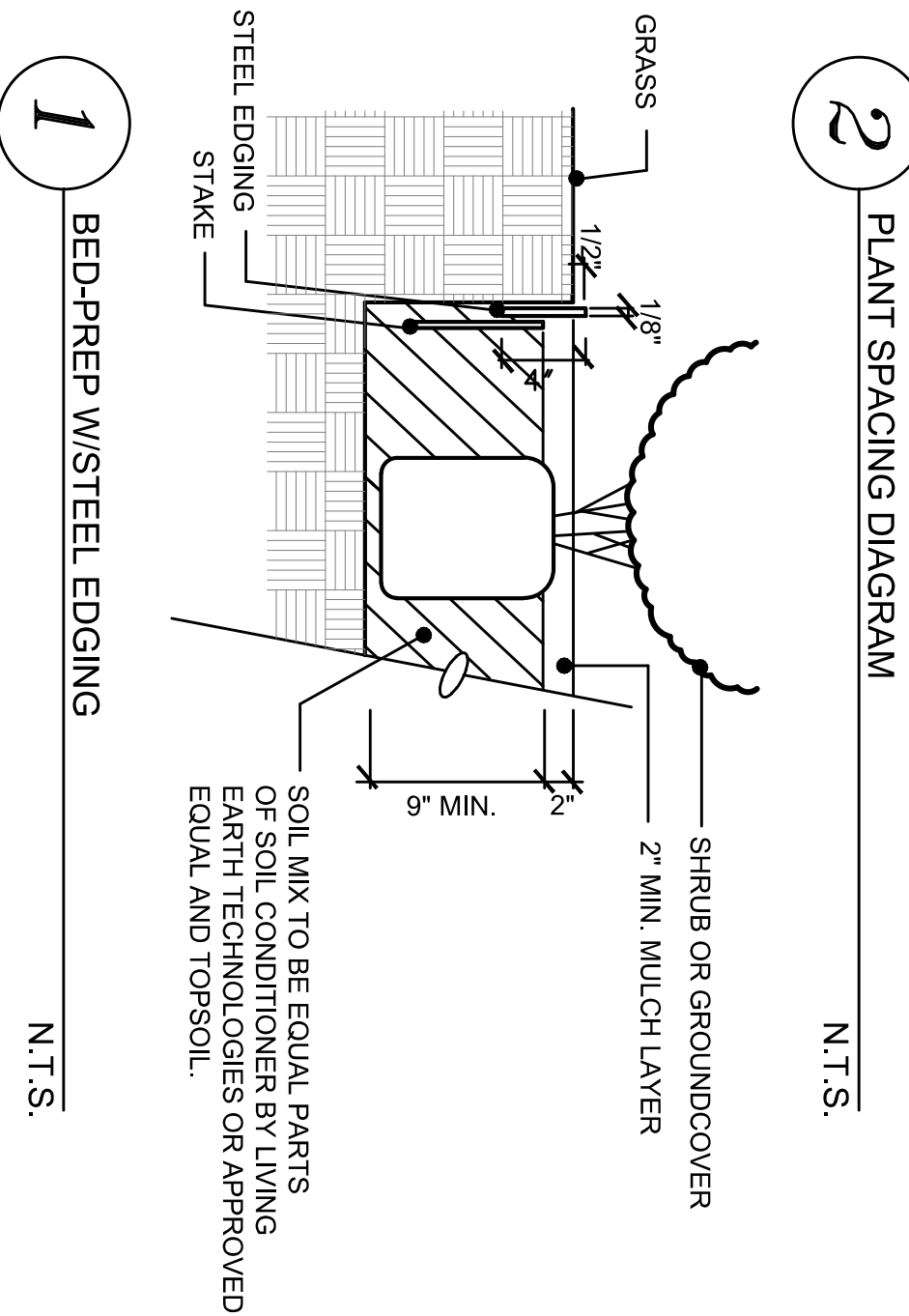
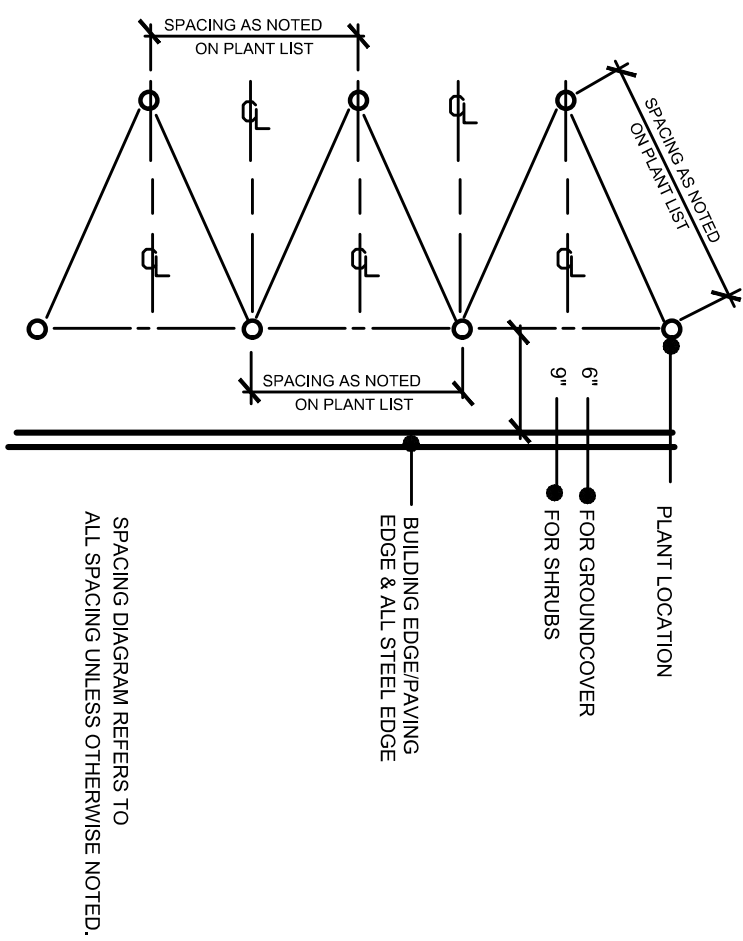
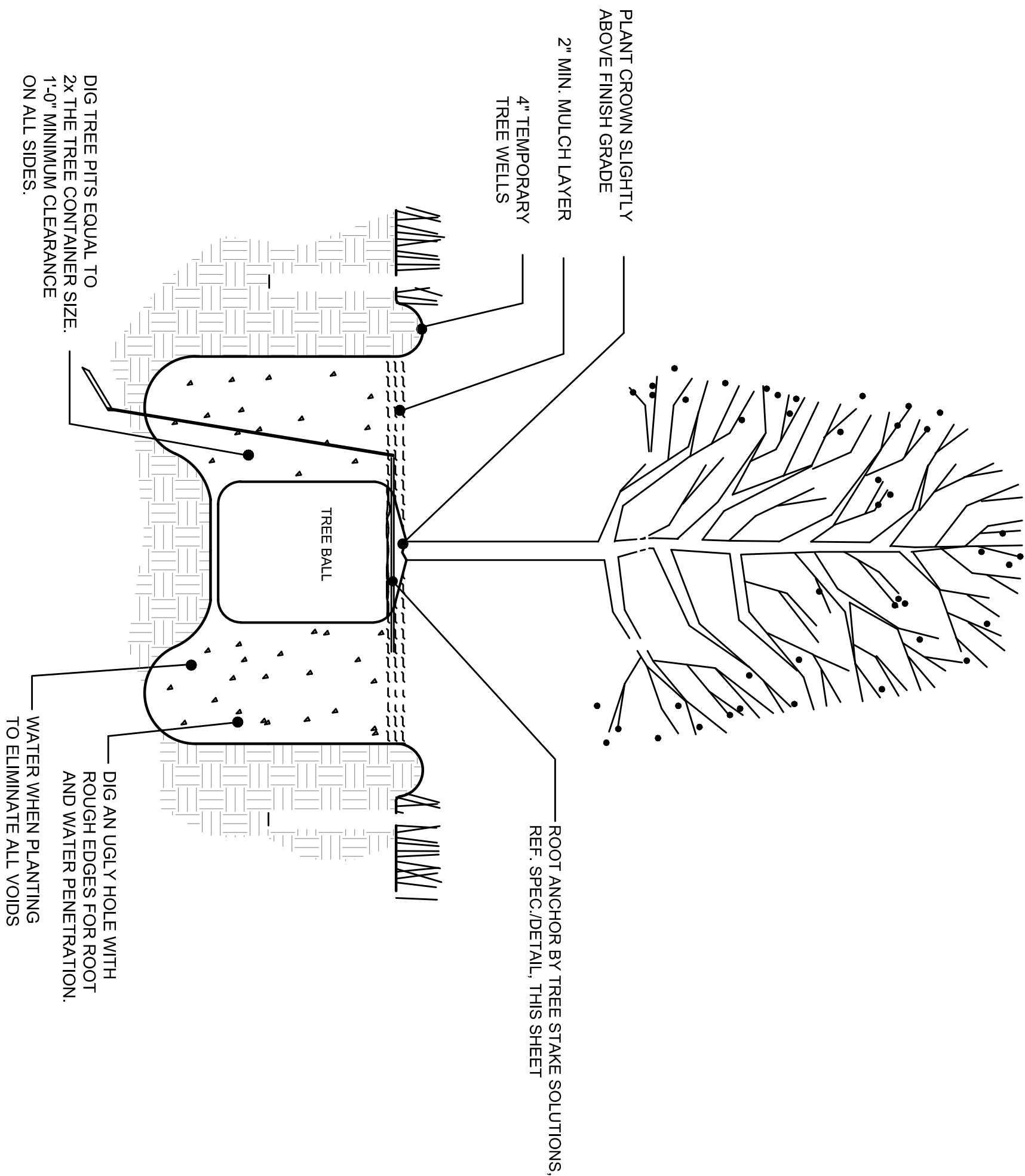
B. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING.

C. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS, WHICH DIE, SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN NINETY (90) DAYS. TREES WITH A TRUNK DIAMETER IN EXCESS OF SIX (6) INCHES MEASURED TWENTY-FOUR (24) INCHES ABOVE THE GROUND MAY BE REPLACED WITH ONES OF SIMILAR VARIETY HAVING A TRUNK DIAMETER OF NO LESS THAN THREE (3) INCHES MEASURED TWENTY-TWO (22) INCHES ABOVE THE GROUND. A TIME EXTENSION MAY BE GRANTED BY THE DIRECTOR, OR HIS DESIGNEE, IF SUBSTANTIAL EVIDENCE IS PRESENTED TO INDICATE ABNORMAL CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER OR HIS AGENT.

FAILURE TO MAINTAIN ANY LANDSCAPE AREA IN COMPLIANCE WITH THIS SECTION IS CONSIDERED A VIOLATION OF THIS SECTION AND MAY BE SUBJECT TO PENALTIES OF SECTION 7.

IRRIGATION:

ALL COMMON LANDSCAPE AREAS ON SITE WILL BE IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM WITH TIMER, RAIN SENSOR AND FREEZE SENSOR.



PLANT LEGEND				
SYM/BOTANICAL NAME	COMMON NAME	QTY	SIZE	REMARKS
SHRUBS				
AS	Salvia greggii Navajo Bright Red ¹	24	3 gal	24" O.C. Spacing
MF	Shipa tenuissima	28	1 gal.	15"-18" O.C. Spacing
HM	Hardwood Mulch			3" min. depth
SE	Steel Edge			Color: Green
SS	Cynodon spp.	55,851	sq. ft.	

PLANTING NOTES

1. ALL PLANT MATERIAL LOCATIONS SHALL BE STAKED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. FINE GRADING SHALL BE PERFORMED IN ALL AREAS TO BE SEEDDED/ SODDED. FINE GRADING SHALL INCLUDE THE REMOVAL OF DEBRIS, ROCKS, ETC. FROM THE SITES AND INSURE POSITIVE DRAINAGE IN ALL AREAS SEEDDED/SODDED.
3. THE CONTRACTOR SHALL VERIFY ALL BUILDING SETBACK LINES, EASEMENT LINES, AND VISIBILITY LINES IN THE FIELD PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES, SHOWN ON THIS PLAN AND NOT SHOWN ON THESE PLANS, IN THE FIELD PRIOR TO COMMENCEMENT OF WORK.
5. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL SITE FEATURES.
6. STEEL EDGING OR A NATURAL BEVELLED EDGE SHALL BE INSTALLED AT ALL LOCATIONS WHERE PLANT MATERIALS MEET TURF AREAS.
7. ALL PLANTING BED AREAS TO BE COVERED WITH HARDWOOD MULCH.

4. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES, SHOWN ON THIS PLAN AND NOT SHOWN ON THESE PLANS, IN THE FIELD PRIOR TO COMMENCEMENT OF WORK.

CLIENT:

CCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

STRUCTURAL ENGINEERING REQUIREMENTS
AND DESIGN FOR ALL DETAILS, SHALL BE
PROVIDED BY OWNERS STRUCTURAL
ENGINEER OR PROVIDED BY PARTICULAR
TRADES' STRUCTURAL ENGINEER. WITH
SEALED STRUCTURAL ENGINEERING
DRAWINGS SUBMITTED FOR REVIEW.

FILL VOID WITH CONCRETE
GROUT OR MORTAR (TYP)

FINISH GRADE. PROVIDE POSITIVE
DRAINAGE AWAY FROM ALL SITE
FEATURES.

CONCRETE FOOTING#PIERS BY STRUCTURAL
ENGINEER DESIGN.
COMPACTED SUBGRADE BY STRUCTURAL
ENGINEER SPECIFICATION.

NOTE: ON SLOPING TERRAIN, KEEP THE TOP AND BOTTOM
BRICK LEVEL. STEP SCREENWALL AS REQUIRED. UP OR
DOWN, IN 6" OR 12" MAXIMUM PER STEP.

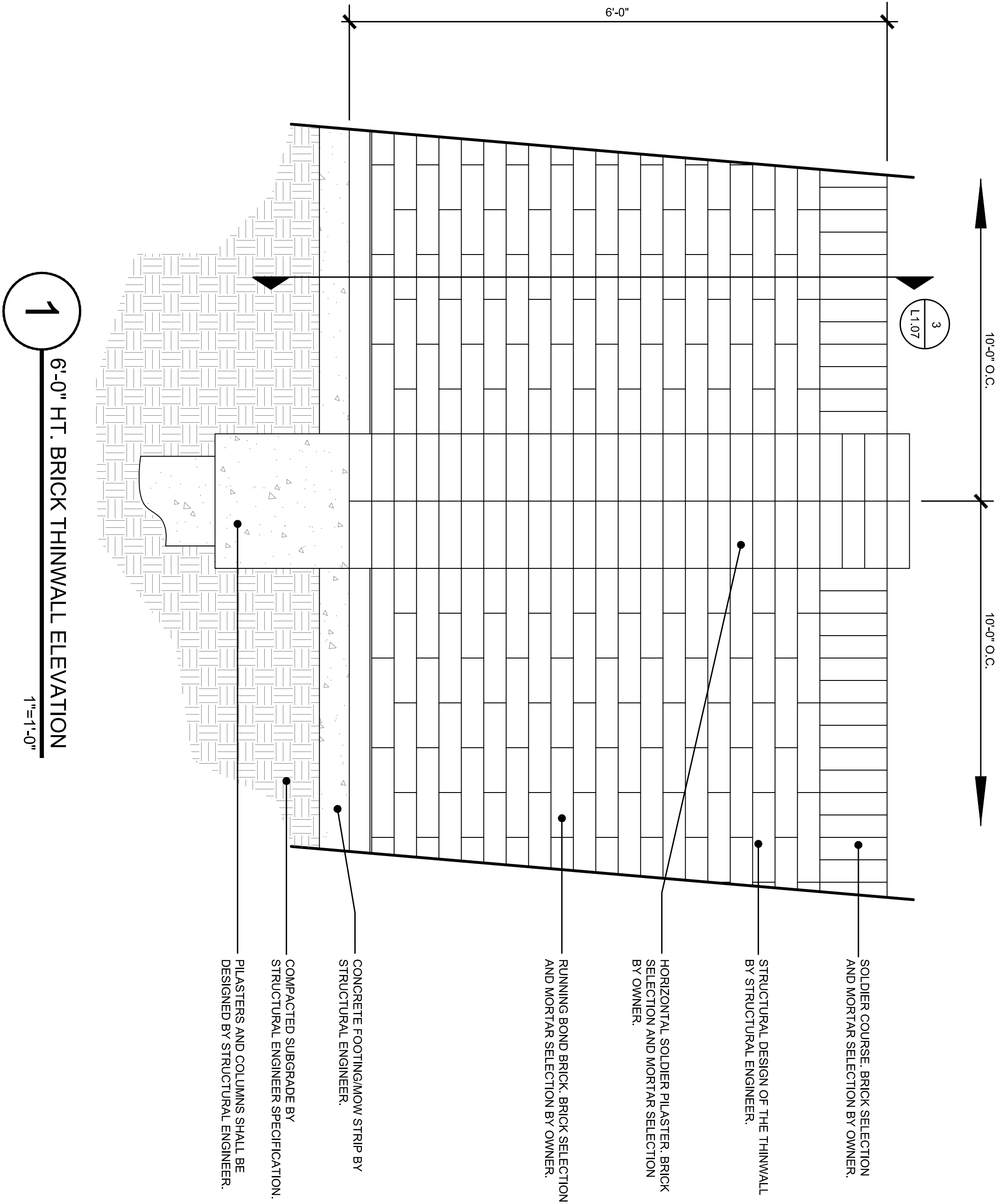
3 BRICK FAUX COLUMN
1"=1'-0"

2 6'-0" HT. BRICK THIN WALL SECTION
1"=1'-0"

NOTE: ON SLOPING TERRAIN, KEEP THE TOP AND BOTTOM
BRICK LEVEL. STEP SCREENWALL AS REQUIRED. UP OR
DOWN, IN 6" OR 12" MAXIMUM PER STEP.

FINISH GRADE. PROVIDE POSITIVE
DRAINAGE AWAY FROM ALL SITE
FEATURES.

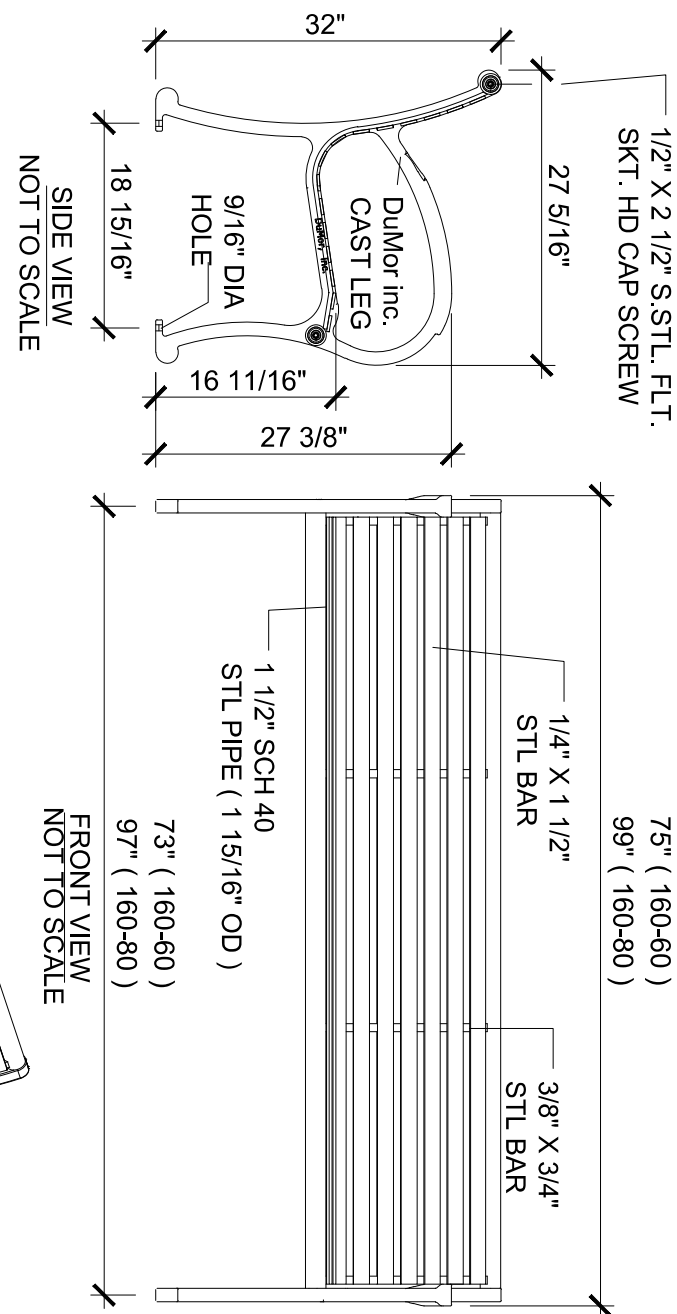
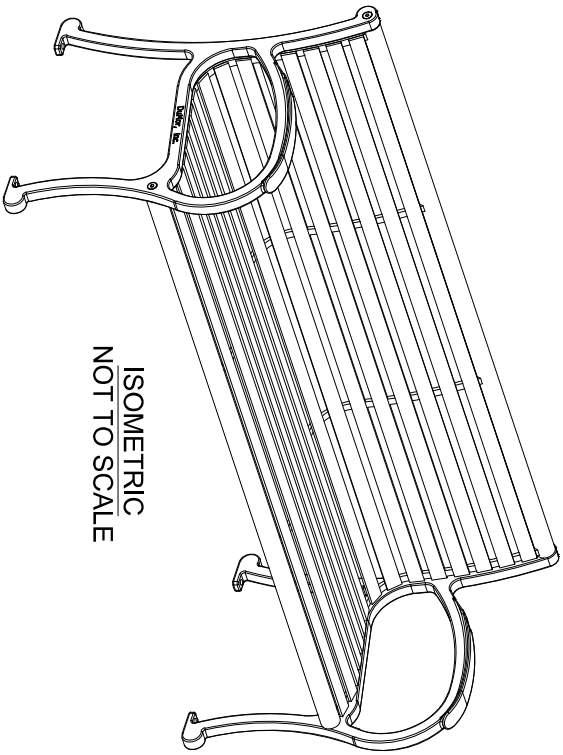
CONCRETE FOOTING#MOW STRIP BY
STRUCTURAL ENGINEER DESIGN.
COMPACTED SUBGRADE BY STRUCTURAL
ENGINEER SPECIFICATION.



1 6'-0" HT. BRICK THINWALL ELEVATION
1"=1'-0"

- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
 2. DO NOT SCALE DRAWINGS. W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
 3. BENCH IS SHOWN FOR INFORMATION ONLY. IT IS NOT TO BE CONSIDERED A PART OF THE DESIGN.
 4. BENCH IS SHOWN FOR INFORMATION ONLY. IT IS NOT TO BE CONSIDERED A PART OF THE DESIGN.
 5. 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.
 6. CONTRACTOR'S NOTE: FOR PRODUCT AND PURCHASING INFORMATION VISIT www.CADdetails.com/info

ISOMETRIC
NOT TO SCALE



DuMor, inc.

15 INDUSTRIAL CIRCLE, P.O.
BOX 142 WFFLINTOWN, PA.
17059-0142
TOLL FREE: 1-800-598-4018
PHONE: (717) 436-2106
FAX: (717) 436-9839
www.dumor.com

4 BENCH

160 SERIES STEEL BENCH
NOT TO SCALE

017-237
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REVISION DATE 04/21/2015
CADdetails.com

AUBREY HEIGHTS

AUBREY, TEXAS



mbd
landscape
architects
MECKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
P (972) 896-7818
F (972) 896-7818

ISSUE FOR
PERMIT

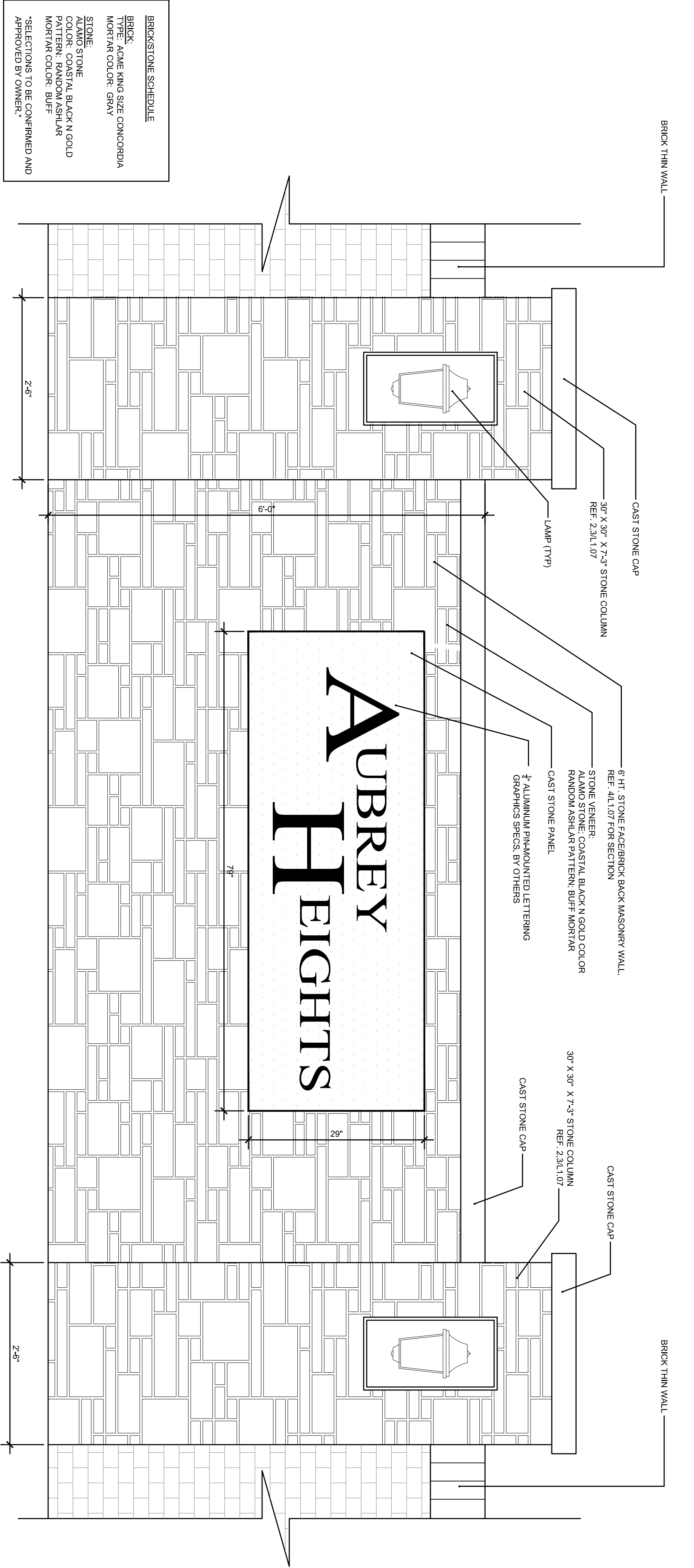
AUBREY HEIGHTS

AUBREY, TEXAS

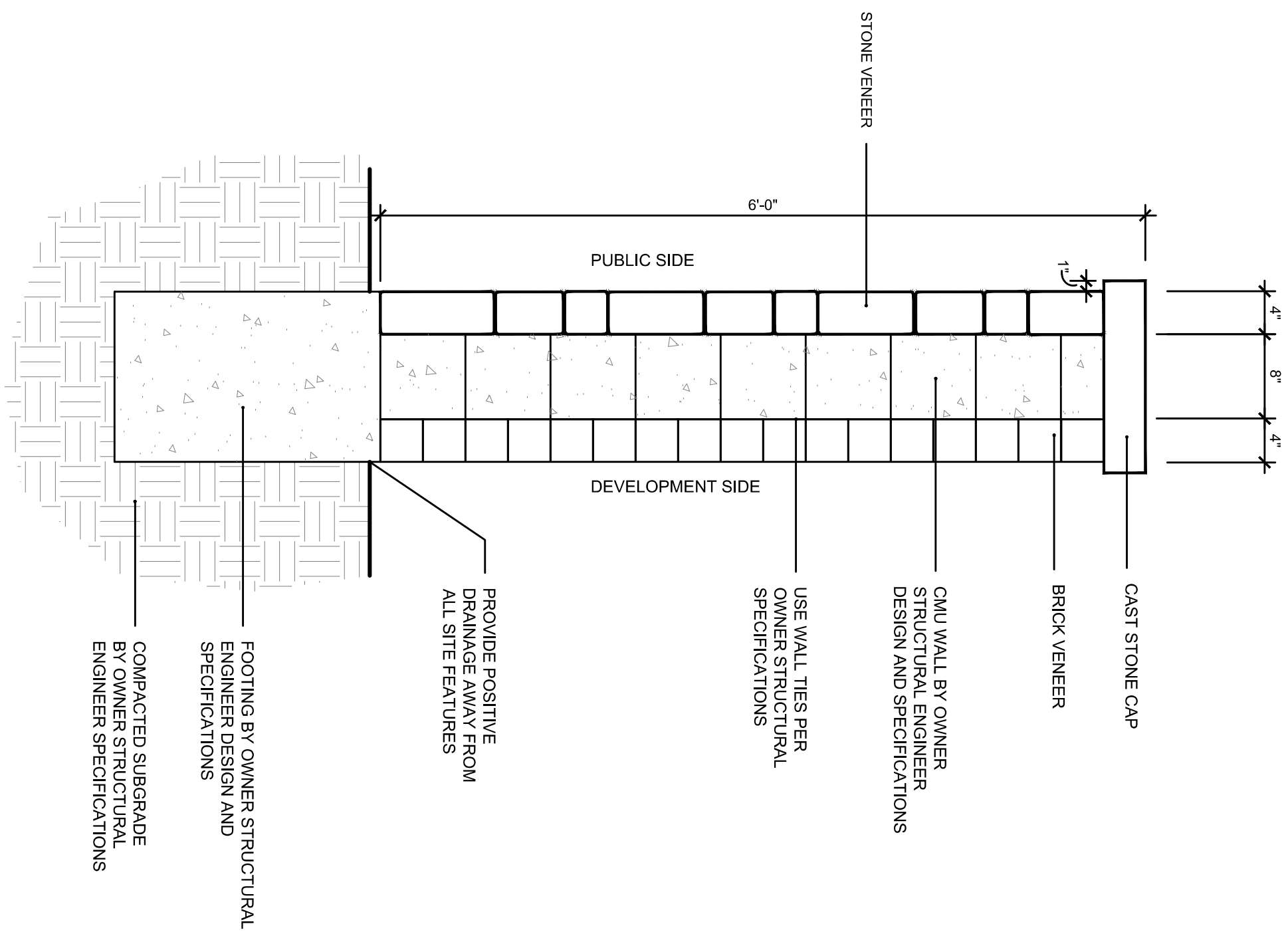
JOB NUMBER: COM-2401

CONSTRUCTION DETAILS

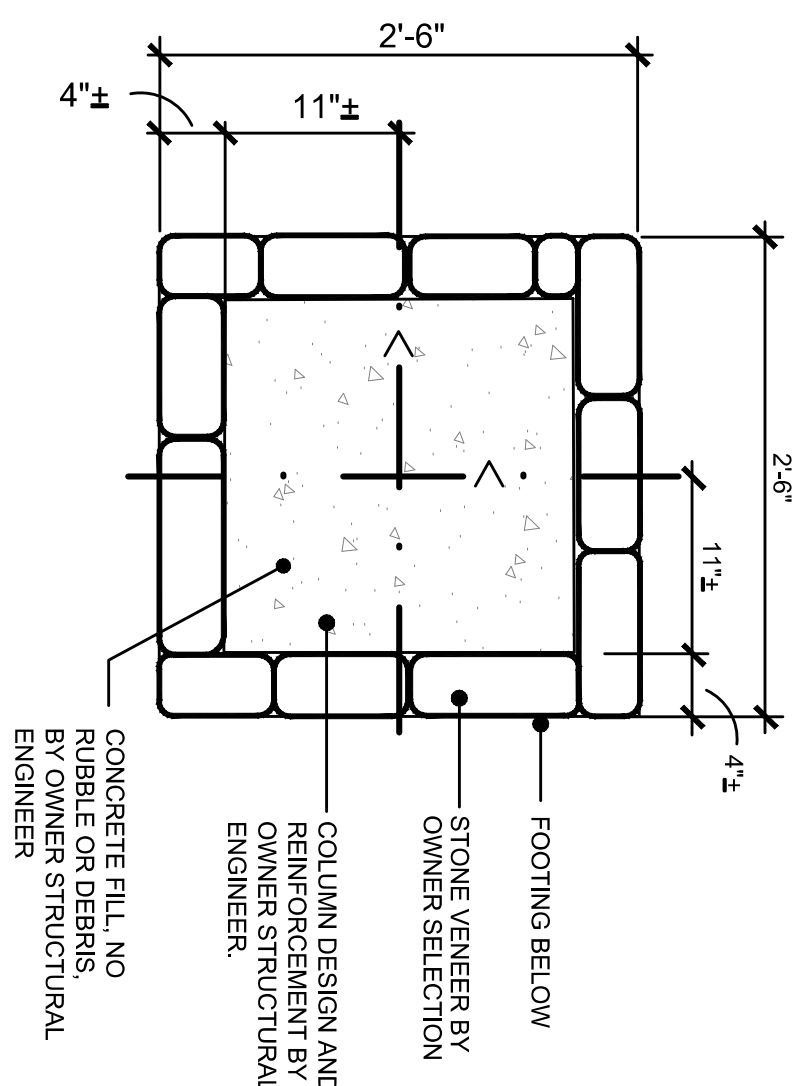
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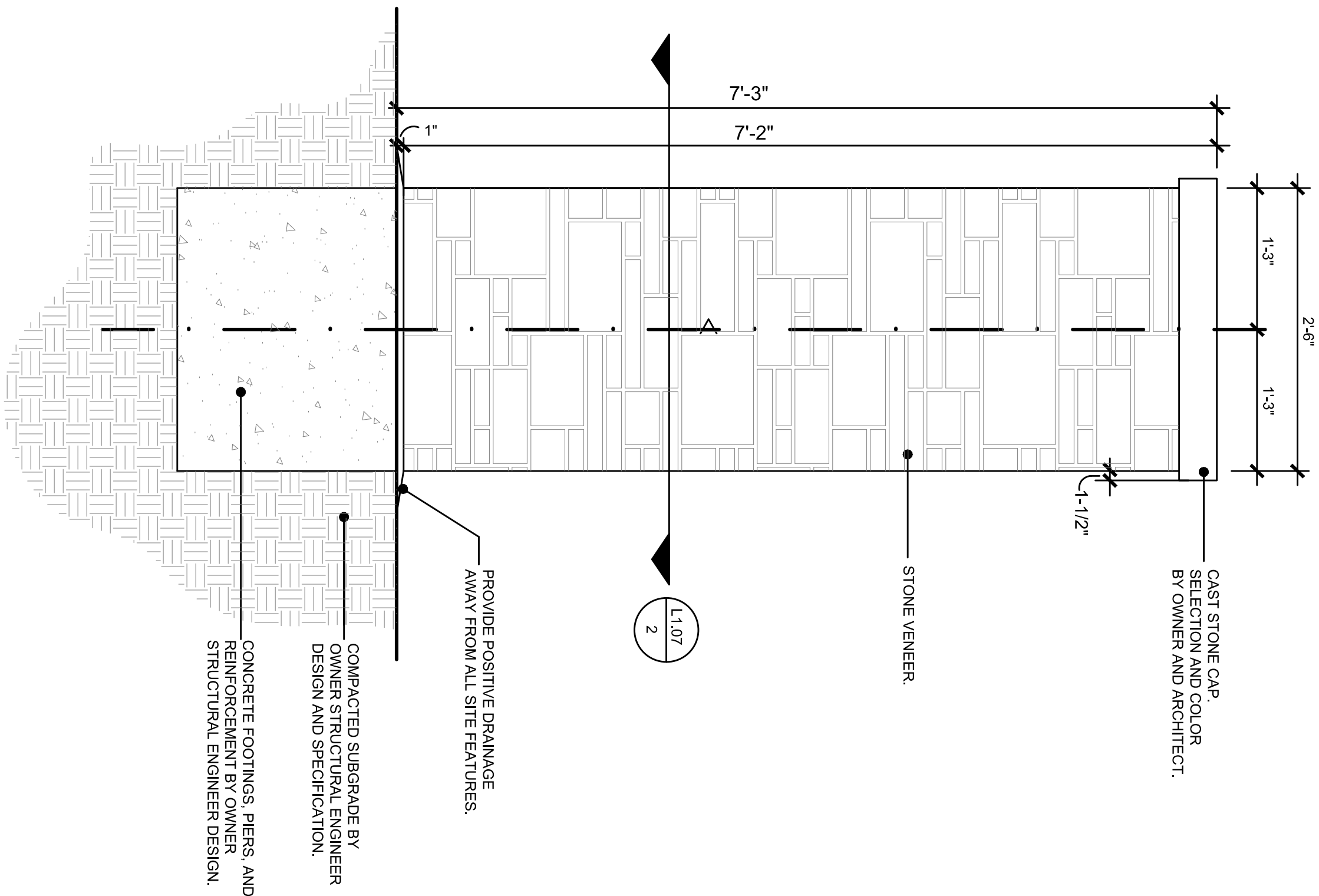
1 6' HT. MASONRY WALL W/ MONUMENT LETTERING - ELEVATION
1"=1'-0"



4 6'-0" HT. MASONRY WALL SECTION
SCALE: 1"=1'-0"



2 BRICK COLUMN SECTION
SCALE: 1"=1'-0"



3 BRICK COLUMN ELEVATION
SCALE: 1"=1'-0"

STRUCTURAL ENGINEERING REQUIREMENTS
AND DESIGN FOR ALL DETAILS, SHALL BE
PROVIDED BY OWNERS STRUCTURAL
ENGINEER OR PROVIDED BY PARTICULAR
TRADES' STRUCTURAL ENGINEER, WITH
SEALED STRUCTURAL ENGINEERING
DRAWINGS SUBMITTED FOR REVIEW.

CLIENT:
OCM ENGINEERING
2570 JUSTIN ROAD #209
HIGHLAND VILLAGE, TX

ISSUES:
06-10-24 ISSUE FOR PERMIT
REVISIONS:
1
2
3
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AUBREY HEIGHTS

AUBREY, TEXAS

landscape
architects
MEERS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
P (972) 896-7818



ISSUE FOR
PERMIT

AUBREY HEIGHTS

AUBREY, TEXAS

JOB NUMBER: COM-2401

CONSTRUCTION DETAILS

L1.08



*Case Report –Zoning Application for PD SF75 - Single-Family
Residential 7,500 Square Feet District
Planning and Zoning Commission – July 11, 2024
City Council – July 25, 2024*

To: Mayor, City Council, Planning and Zoning Commission

From: Helen-Eve Beadle, AICP, HE Planning+Design, LLC

Request: Conduct a public hearing, consider and make a recommendation to the City Council regarding a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with a base zoning district of SF75 – Single Family Residential 7,500 Square Feet on approximately 159.941 acres of land located in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas. The property is generally located west of FM 1385 and south of FM 428. DCAD Parcel ID 52165 (MM AUBREY 160 LLC, Duck Point)

<u>Owner:</u>	MM Aubrey 160, LLC
<u>Application Date:</u>	N/A ETJ Development Agreement provided for zoning upon annexation
<u>Location:</u>	The property is generally located west of FM 1385 and south of FM 428.
<u>Existing Zoning:</u>	Unzoned
<u>Proposed Zoning:</u>	PD with a base zoning district of SF75 – Single Family Residential 7,500 Square Feet
<u>Future Land Use Plan:</u>	Estate Neighborhood
<u>Current Use:</u>	AG
<u>Analysis:</u>	The Aubrey City Council approved an Extraterritorial Jurisdiction Development Agreement on May 23, 2024 and the proposed zoning for the property is a Planned Development District with SF75 – Single Family Residential 7,500 Square Feet (SF75 District) as a base zoning district. The property is scheduled to be annexed into the City Limits at the July 25, 2024 City Council meeting. The proposed land uses will be those outlined in the SF75 District and provide for the following additional permitted uses: 1. Model homes (inclusive of early permits) 2. Temporary sales offices 3. Temporary construction offices 4. Temporary asphalt batch plants 5. Temporary concrete batch plants Temporary construction yards

6. Temporary Concrete washouts (only when properly constructed and maintained)

The proposed area regulations for the residential lots (Single Family Type A) are as follows:

	Single Family Type A
Maximum height (feet)	45
Side yard width (feet)	5
Rear yard (feet)	15
Front yard (feet)	20
Lot area (square feet)	5,500
Minimum lot width (feet)*	50
Minimum lot depth (feet)	110
Minimum structure size (square feet)	1,200
Maximum lot coverage (%)	53%

***Minimum lot width to be measured along the building line**

CONCEPT PLAN

The proposed Concept Plan is included in this report as Exhibit A.

MASONRY REQUIREMENTS

Exterior Wall Masonry. All exterior walls, excluding doors, windows, and window units, shall be comprised of at least forty percent (40%) masonry product. Masonry products shall include stone, brick, cultured stone, and cementitious materials such as Hardy Plank, and stucco. Hardy Plank material shall be limited to fifty percent (50%) of any exterior wall. Siding can be used in limited quantities for upper gable areas that would create a “brick-on-wood” condition; this provision is not intended to reduce the essential 100% masonry requirement for the front wall areas and for homes located where facing, siding, or backing to collectors, major road, open spaces, and amenity centers.

SUPPLEMENTARY DISTRICT REGULATIONS

- (A) *Park land and open space.* This development shall conform to the City of Aubrey Code of Ordinances, Chapter 10, Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4, PUBLIC SITES AND OPEN SPACES, Section 5, Park Land and Public Facility Dedication, and provide a minimum of twenty-three (23) acres (of which the City Park is included in that minimum amount) to

be used as open space, which may include, but is not limited to, passive uses including floodplain, to meet all open space requirements. Reference Exhibit B.

- i. The park lands and open space shall be planned in a manner to be an amenity to the development by maintaining the existing natural features as much as possible, including existing trees and waterways. The general location and size shall conform to the Concept Plan.
 - ii. Private park lands and open space shall be maintained by a private association.
 - iii. A public improvement district may fund the cost of maintenance of private park lands and open space.
- (B) *City Park*. Developer agrees to construct, upon the City Park property, a parking lot suitable for fifteen (15) cars, a five foot (5') walking trail with benches, a shade structure, and two (2) sports fields (the "City Park Improvements"). Reference Exhibit B.
- (C) *Park Development Fee/Fund*. A park development fee will be assessed at a rate of \$2,500.00 per dwelling unit for single-family residences. All funds collected in accordance with this section will be deposited in the City of Aubrey's Park Development Trust Fund and used solely for the purchase or leasing of park land and the development and maintenance of same. All budget appropriations from the said Fund will be reviewed and approved by the City Council as part of the annual budget approval process.
- (D) *Floodplain dedication*. All floodplain areas located outside the area dedicated to the City Park shall be dedicated to a private association and shall be considered Common Open Space.
- (E) *Tree mitigation*. A tree preservation plan shall not be required for this development.
- (F) *Property Owners or Homeowners Associations*. Establishment of HOA shall conform to Chapter 10 Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4 PUBLIC SITES AND OPEN SPACES, Section 4, Property Owners or Homeowners Associations of the City of Aubrey Code of Ordinances.
- (G) *Accessory Buildings*. No accessory building/structure shall be erected or placed within five (5) feet from any side or rear lot line.
- (H) *Garages*. Shall be a minimum of 400 square feet and may contain metal/carriage style doors.
- (I) *Screening*. For single-family homes adjacent to the Redfearn Road (100 foot right-of-way, Minor Arterial) thoroughfare, the developer shall provide (at his/her expense) a minimum six (6) foot tall masonry screening wall in a ten (10) foot HOA landscape lot. A five (5) foot wall maintenance easement shall be provided along the residential lots common property boundary with the masonry screening wall. A minimum six (6) foot masonry screening wall, with a five (5) foot wall

maintenance easement on the residential lots, shall be provided by the developer along the western property boundary through the southernmost residential lot. A minimum six-foot tall wrought iron fence shall be provided for home backing to open space. Specific locations and types shall adhere to the Exhibit C, Screening. All other fences shall be wood, builder fences.

SUBDIVISION STANDARDS

- (A) *Approach Streets and Access.* All Subdivisions must have at least two points of vehicular access, and must be connected via improved Streets (Streets that meet the City Standards) to the City's improved Thoroughfare and Street system by one or more Approach Streets of such dimensions and improved to such standards as required herein. All residential Subdivisions shall provide no less than one entrance for each 100 lots including stubs for future development and in no case shall have more than 200 lots for each connection to an existing Street.
- (B) *Maximum and Minimum Length of Block or Street Segments.* The maximum length of any block or Street segment, including a looped Street, shall be 1,000 feet and the minimum length of any block or Street segment shall be 400 feet, as measured along the Street centerline and between the point(s) of intersection with other through Streets. A Cul-De-Sac or Dead-End Street shall not be considered a through street. The Block Length is not measured along the side of a block that does not include the front of any Lot.

Notifications:

Notification as required by Texas Local Government Code and the City of Aubrey Zoning Ordinance was provided.

At the time of agenda report submission, no letters in favor or in opposition to the rezoning had been received.

Recommendation:

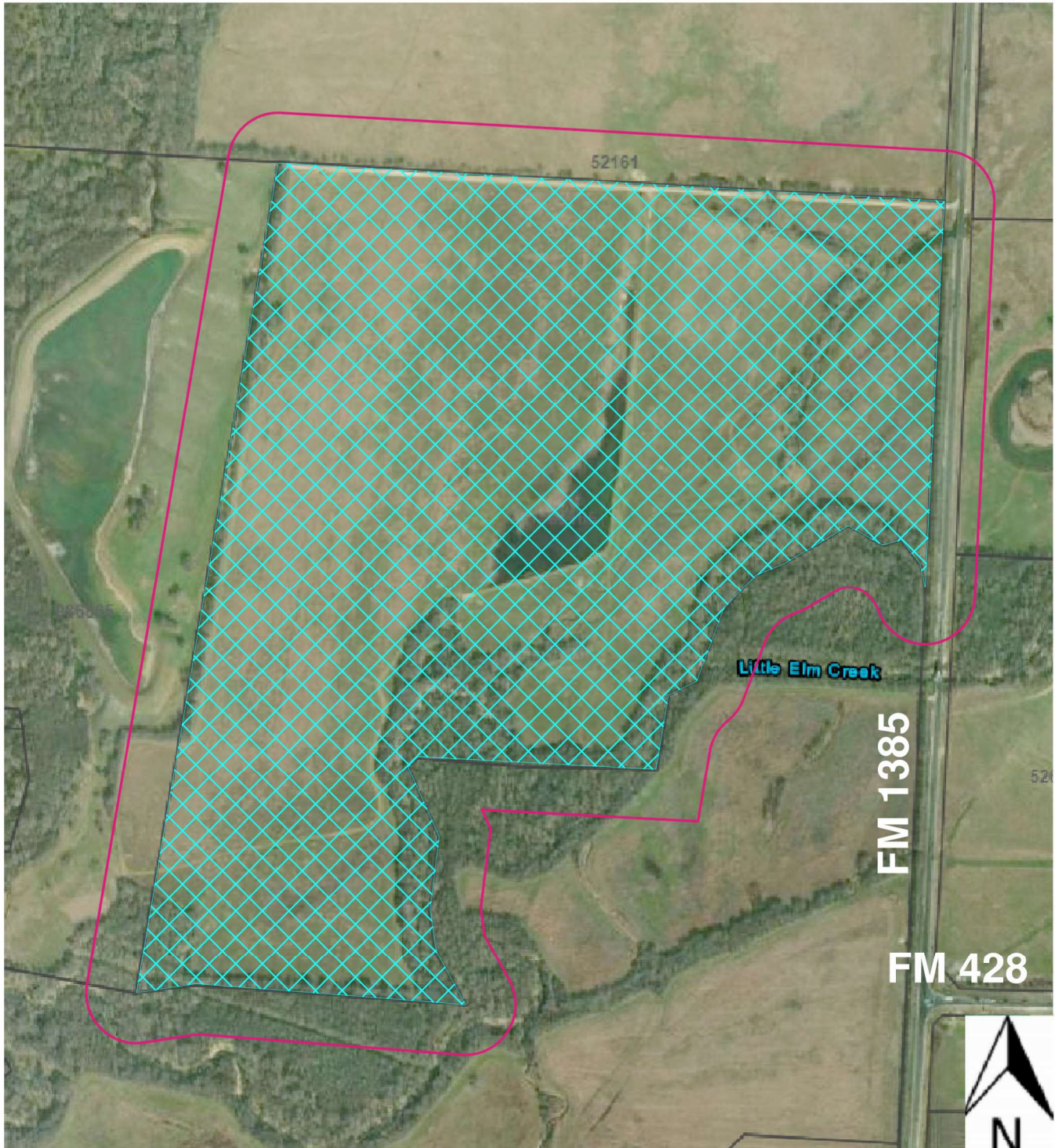
The zoning application for a PD as outlined in the case report is recommended for approval.

The Planning and Zoning Commission may recommend to the City Council:

1. Approval of the proposed Zoning Application for a PD;
2. Approval of the proposed Zoning Application for a PD with conditions; or
3. Deny the proposed Zoning Application for a PD.

Attachments:

1. Notification/Location Map
2. Concept Plan, Exhibit A
3. Open Space Plan, Exhibit B
4. Screening Plan, Exhibit C
5. ETJ Development Agreement, Approved 03/23/2024



NOTIFICATION MAP FOR:

A Public Hearing regarding a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with a base zoning district of SF75 – Single Family Residential 7,500 Square Feet on approximately 159.941 acres of land located in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas. The property is generally located west of FM 1385 and south of FM 428. DCAD Parcel ID 52165 (MM AUBREY 160 LLC, Duck Point)

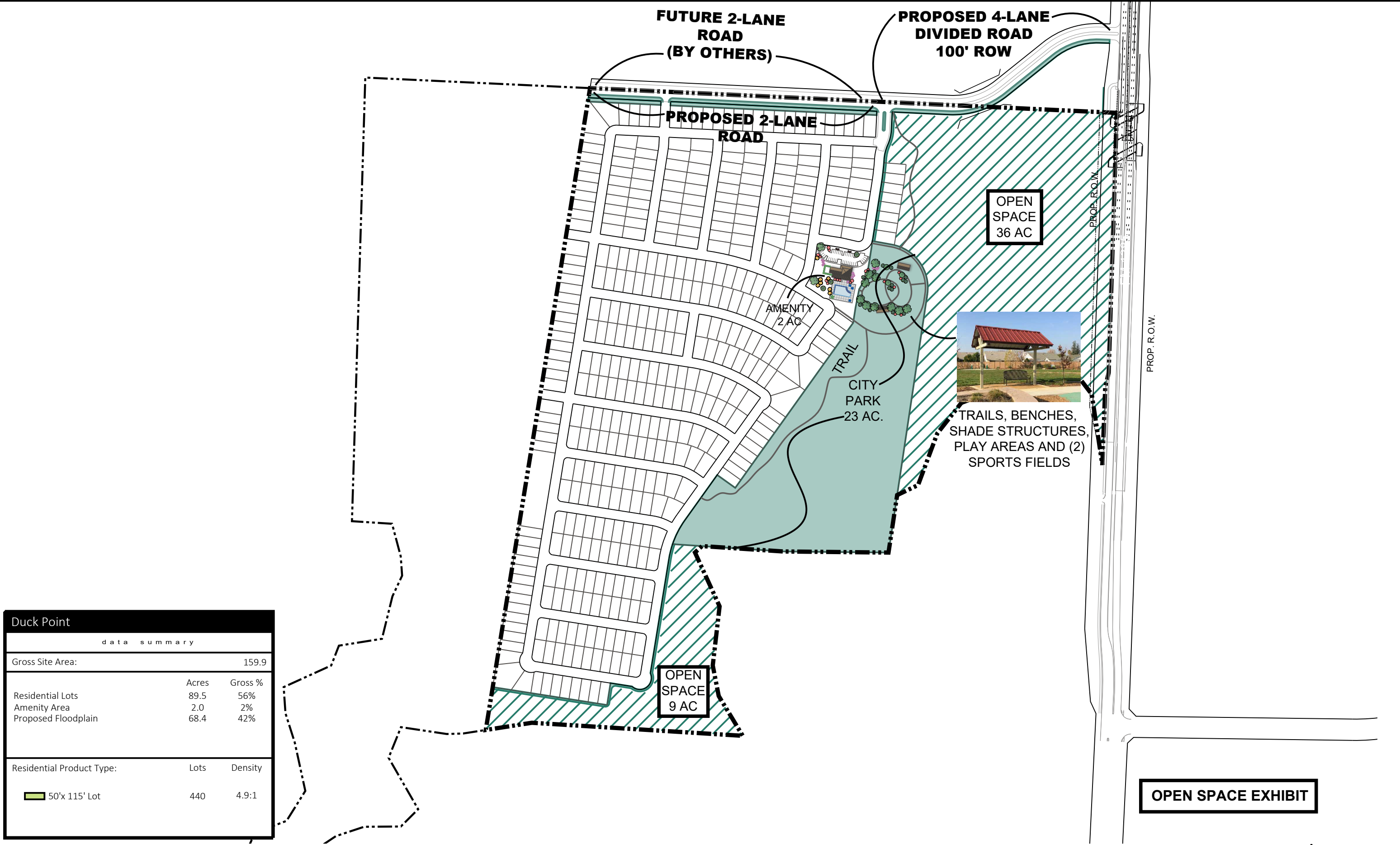
S:\2021\2021003 Duck Point\CAD\EXHIBITS\2020005-001\p31DuckPointConceptPlan2024.05.08.dwg May 08, 2024 - 5:20 pm estees



Duck Point Concept Plan 31		
data summary		
Gross Site Area:	159.9	
Residential Lots	Acres	Gross %
Amenity Area	89.5	56%
Proposed Floodplain	2.0	2%
	68.4	42%
Residential Product Type:	Lots	Density
50'x 115' Lot	440	4.9:1

S:\2021\20211003 Duck Point\CAD\EXHIBITS\2020005-001.P31DuckPoint Open Space 2024.05.07.dwg May 08, 2024 - 4:06 pm - eskees

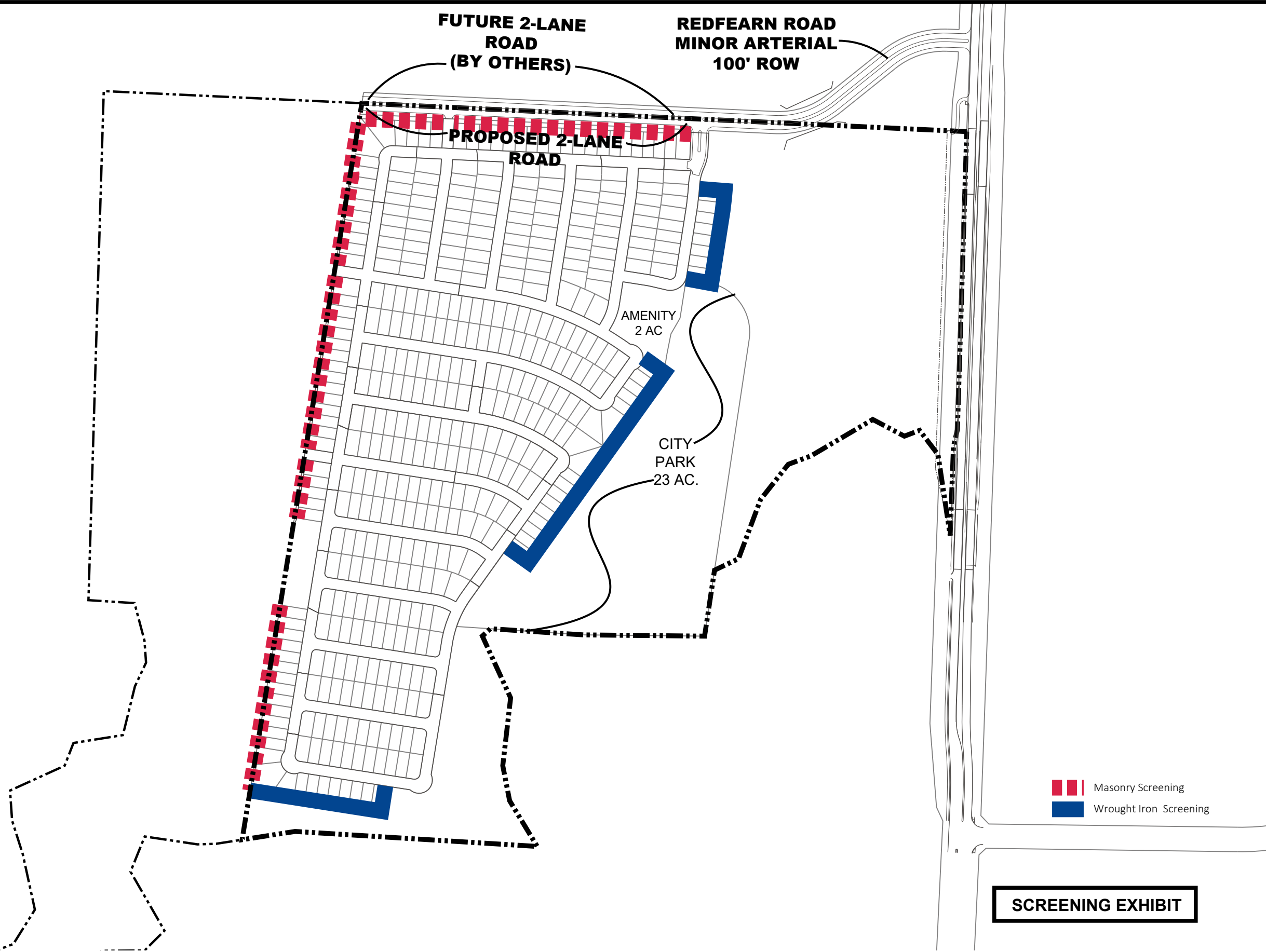
Duck Point		
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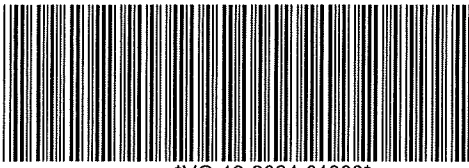


OPEN SPACE EXHIBIT

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Duck Point		
data summary		
Gross Site Area:		159.9
	Acres	Gross %
Residential Lots	89.5	56%
Amenity Area	2.0	2%
Proposed Floodplain	68.4	42%
Residential Product Type:		Lots Density
50'x 115' Lot	440	4.9:1





VG-19-2024-61388

Denton County
Juli Luke
County Clerk

Instrument Number: 61388

Real Property Recordings

AGREEMENT

Recorded On: June 11, 2024 11:06 AM

Number of Pages: 73

" Examined and Charged as Follows: "

Total Recording: \$313.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 61388
Receipt Number: 20240611000174
Recorded Date/Time: June 11, 2024 11:06 AM
User: Jessica S
Station: Station 9

Record and Return To:

JENNIFER HICKS



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

**DUCK POINT
DEVELOPMENT AGREEMENT**

**BETWEEN
MM AUBREY 160, LLC
and its assigns**

AND

THE CITY OF AUBREY, TEXAS

May 23, 2024

DUCK POINT DEVELOPMENT AGREEMENT

This Duck Point Development Agreement (this “Agreement”) is executed among **MM Aubrey 160, LLC**, a Texas limited liability company and its permitted assigns (collectively, the “Developer”) and the **City of Aubrey, Texas**, a home rule municipality (the “City”) to be effective on the Effective Date (as defined below).

RECITALS

WHEREAS, certain terms used in these recitals are defined in Article I; and

WHEREAS, Developer and the City are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County (the “County”); and

WHEREAS, the Developer is the owner and master developer of approximately 160 acres of real property located in the extraterritorial jurisdiction of the City (the “Property”), which Property is more particularly described by metes and bounds and depicted on **Exhibit A, the “Metes and Bounds Description and Depiction of the Property”** attached hereto; and

WHEREAS, the Parties intend for this Agreement to take effect on the date this Agreement is executed by all Parties (the “Effective Date”); and

WHEREAS, the Developer does not intend to take any action to request or cause the removal of the Property from the City’s ETJ and Developer intends to cause the Property to be voluntarily annexed into the City’s corporate limits; and

WHEREAS, the Developer plans to develop the Property as a single family residential development, upon the execution of this Agreement and subsequent issuance of PID Bonds (hereinafter defined) for the payment of certain costs for the construction and acquisition of certain public improvements and certain other associated costs to benefit the Property, and for the repayment to Developer for certain costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement and as determined by future PID related agreements; and

WHEREAS, it is intended that an approximate 23 acre tract parcel of land, as depicted on the Concept Plan, be utilized as a city park (the “City Park”) and shall be dedicated by Developer to the City at no cost to the City within twenty-four (24) months following the recording of a final plat of the Property; and

WHEREAS, it is intended that in addition to the City Park, Developer will dedicate to the City, at no cost to the City, within twenty-four (24) months following the recording of a final plat of the Property, any floodplain and floodway as depicted on such final plat for which Developer has not initiated reclamation efforts; and

WHEREAS, water, sewer, drainage, roadway, and other public infrastructure is not currently available to serve the Parties' intended development of the Property; and

WHEREAS, the Developer desires and intends to design, construct, install, and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property ("Authorized Improvements"), which "**Authorized Improvements and Estimated Costs**" are generally identified in Exhibit B and are intended by the Developer to be the same as those described in the Service and Assessment Plan; and

WHEREAS, the Developer intends for the design, construction, and installation of the Authorized Improvements to occur in a single phase, and for such Authorized Improvements to be acquired by the City; except for those Water and Sewer Authorized Improvements which shall be acquired by Mustang SUD, for use and maintenance, subject to the approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations (and the Mustang SUD Regulations for Water and Sewer Authorized Improvements (the "Mustang SUD Regulations")); and

WHEREAS, the Developer estimates that the cost of the Authorized Improvements will be Forty Million and 00/100 Dollars (\$40,000,000.00) and proposes that amount as the maximum amount that Developer will seek to finance and for which Developer will seek reimbursement from the PID; and

WHEREAS, in consideration of the Developer's agreements contained herein to annex the Property and to develop the Property to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to consider creation of a public improvement district in accordance with Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), and to consider creation of a TIRZ in accordance with Chapter 311 of the Texas Tax Code, as amended (the "TIRZ Act"), for the Property proposed to be developed; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City shall consider adoption of a PID to provide alternative financing arrangements that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act: (i) fund a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; and (ii) obtain reimbursement for a specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the PID Act, will: (i) consider and act upon the creation of a PID encompassing the Property, in accordance with the PID Act; (ii) consider adoption of a Service and Assessment Plan; (iii) consider adoption of an Assessment Ordinance (to pay for a specified portion of the Budgeted Cost of the Authorized Improvements which are estimated to encompass the costs described in Exhibit B and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iv) consider the issuance of PID Bonds up to a total maximum of Forty Million and 00/100 Dollars (\$40,000,000.00), in one or more series, and enter into a reimbursement agreement for the purpose

of reimbursing a specified portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

WHEREAS, prior to the sale of the first PID Bond issue: (i) the City Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan, and an Assessment Ordinance (collectively, the “PID Documents”); (ii) the City shall have reviewed and approved the “**Home Buyer Disclosure Program**” in substantially the same form as attached as Exhibit E hereto; (iii) owners of the Property constituting all of the acreage in the PID shall have executed a “**Landowner Agreement**” in substantially the same form as attached as Exhibit F hereto; and (iv) the Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

WHEREAS, prior to, or contemporaneously with, the authorization of the first PID Bond issue, the Parties intend that the City Council consider approval of a TIRZ Ordinance and to create a TIRZ to be coterminous with the boundaries of the PID; and

WHEREAS, the Developer proposes that the Authorized Improvements and certain other improvements also qualify as projects under the TIRZ Act; and

WHEREAS, as soon as is practicable and prior to the sale of the first PID Bond issue, and in consideration of the Developer’s agreements contained herein, the Parties shall negotiate the final form of the TIRZ project and finance plan, and the City shall consider approval of the following: (i) an ordinance creating the TIRZ; and (ii) an ordinance approving the final TIRZ Project and Finance Plan required by the TIRZ Act consistent with the terms of this Agreement; and

WHEREAS, in consideration of the Developer’s agreements contained herein, (including annexation of the Property into the city limits as desired by the county, the construction of approximately 450 homes that are expected to add more than One Hundred Eighty Seven Million and 00/100 Dollars (\$187,000,000.00) to the City’s tax base), the City intends to exercise its powers under the TIF Act to create a TIRZ coterminous with the boundaries of the PID in accordance with the terms of this Agreement; and

WHEREAS, all of the City’s Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property within the PID in accordance with the PID Act and the SAP, and the City will not be responsible for payment of such costs; and

WHEREAS, all of the City’s Administrative Expenses associated with the TIRZ will be paid in accordance with the TIRZ Act and the TIRZ Project and Finance Plan, and the City will not be responsible for payment of such costs; and

WHEREAS, the Parties intend that the Property be developed as a single family residential development, including open space, and other public and private amenities (the “Project”) that will benefit and serve the present and future citizens of the City, including the creation of substantial future tax base for the City; and

WHEREAS, the Property shall be developed pursuant to (i) an agreed upon concept plan (“Concept Plan”), attached hereto as **Exhibit C**, and (ii) the Development Regulations, attached hereto as **Exhibit D**.

WHEREAS, the Property is currently in the extra-territorial jurisdiction of the municipality as authorized by Section 212.172, Texas Local Government Code; and

WHEREAS, Mustang Special Utility District (“Mustang”) holds the certificates of convenience and necessity (the “CCNs”) to provide retail water and wastewater service to the Property, and the Parties intend that the retail water and sewer service to the Property will be provided by Mustang SUD; and

WHEREAS, the Parties intend that upon approval and execution of this Agreement, the Property shall be annexed by the City into the City limits. An annexation petition shall be submitted by Developer to the City within thirty (30) days after the Effective Date of this Agreement in order to allow the City to annex the Property into its city limits; and

WHEREAS, contemporaneously with the annexation of the Property into the City’s corporate limits, the City intends to consider zoning the Property as a planned development district (the “**Planned Development District**”) and the Parties acknowledge that the Property may be developed and used in accordance with this Agreement as provided by State law; and

WHEREAS, the City recognizes that the construction and installation of the Authorized Improvements will: (i) bring a positive impact to the City; (ii) promote state and local economic development; (iii) stimulate business and commercial activity in the municipality; (iv) promote the development and diversification of the economy of the state; (v) promote the development and expansion of commerce in the state; and (vi) eliminate some unemployment or underemployment in the state.

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

ARTICLE I **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID and the TIRZ, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and TIRZ and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act, and (vii) administering the construction of the Authorized Improvements.

Affiliate(s) means any other person directly controlling, or directly controlled by, or under direct common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

Agreement means this Duck Point Development Agreement.

Assessment means a special assessment levied by the City within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

Assessment Ordinance means an ordinance adopted by the City Council which levies Assessments on the Property within the PID in accordance with the PID Act to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the Property.

Assessment Roll(s) means the Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means those on-site and off-site public improvements, including, water, sewer, drainage, and roadway infrastructure and public improvements, needed to serve and fully develop the Property and to be constructed by the Developer or caused to be constructed by the Developer, including but not limited to the improvements listed in **Exhibit B** and as fully described in the SAP, and as authorized by Section 372.003 of the PID Act.

Authorized Improvement Costs means the actual costs of design, engineering, construction, acquisition, and inspection costs of the Authorized Improvements, and all costs related in any manner to the Authorized Improvements.

Bond Indenture or **Indenture** means a trust indenture by and between the issuer of PID Bonds and a trustee bank under which PID Bonds are issued and funds disbursed.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of PID Bonds.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit B**.

Certification for Payment Form means a certificate which shall be submitted to the City no more frequently than monthly for work completed on any of the Authorized Improvements, in substantially the same form as **Exhibit G** attached hereto.

City means the City of Aubrey, Texas, a home-rule municipality located in Denton County, Texas.

City Code means the Code of Ordinances, City of Aubrey, Texas.

City Council means the City Council of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, and regulations duly adopted by the City which may be amended from time to time, and including a zoning ordinance for the Planned Development District adopted by the City, and the Development Regulations attached hereto as **Exhibit D** and subject to the provisions of **Section 10.1**.

Concept Plan means the Concept Plan attached hereto as **Exhibit C** and shall not mean the Concept Plan that is required for Planned Development District zoning.

Cost Overruns means actual Authorized Improvement Costs that are in excess of the Budgeted Costs set forth in the Service and Assessment Plan, as described in Subsection 7.3.

Cost Underruns means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the Service and Assessment Plan, as described in Subsection 7.3.

Developer means MM Aubrey 160, LLC, a Texas limited liability company, and their successors and assigns, responsible for developing the Project and causing the Property to be developed in accordance with this Agreement.

Development means the new development on the Property constructed in accordance with this Agreement and which constitutes the Project.

Effective Date means the date upon which the last of all of the Parties have approved and duly executed this Agreement.

End Buyer means any Developer, developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

Force Majeure means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts,

insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics; (g) governmental shutdowns; (h) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City Regulations; (i) changes in market condition; and (j) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes.

Fully Developed and Improved Lot means any lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements, and/or other public improvements, and for which a final plat has been approved by the City and recorded in the Real Property Records of Denton County, Texas.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in a document in substantially the same form as **Exhibit E** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Landowner(s) means the Developer and any additional owners of property within the PID.

Landowner Agreement means an agreement by and between the City and a Landowner consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit F** attached hereto.

Mustang SUD means the Mustang Special Utility District, which will own and operate the water and sewer Authorized Improvements that will serve the Property.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement) given in writing as provided in this Agreement.

Parcel(s) means any parcel of land located within a PID or TIRZ identified by either a tax map identification number assigned by the Denton Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the Real Property Records of Denton County.

Park Development Fee means the fee required by Section 5 of Article 4 of Chapter 10A, Subdivision Ordinance of the City in the amount set forth in Section 5.3 of this Agreement.

PID means a public improvement district to be considered for creation by the City for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Duck Point Public Improvement District.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Administrator means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the

responsibilities provided in the Service and Assessment Plan or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bonds means special assessment revenue bonds issued by the City through the PID.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Resolution means the resolution adopted by the Council creating a PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Professional Services Agreement means an agreement between Developer and City obligating the Developer to deposit funds for City to utilize to pay the costs of professional services contracted for by City related to the Development, including without limitation costs of all third party professionals and consultants retained by the City, for the creation of the TIRZ, and the creation of the PID, including Administrative Expenses, in accordance with this Agreement and City's standard development processes and regulations.

Project Fund(s) means the interest-bearing construction fund account(s) as set forth in the applicable Bond Indenture.

Property means the real property described by metes and bounds and depicted on **Exhibit A**.

Real Property Records of Denton County means the official land recordings of the Denton County Clerk's Office.

Reimbursement Agreement means an agreement between the City and the Developer in which Developer agrees to fund certain costs of the Authorized Improvements and the City agrees to reimburse Developer out of PID Bonds or Assessments for a portion of such costs of the Authorized Improvements funded by Developer with interest with the proceeds of Assessments as permitted by the PID Act.

Service and Assessment Plan or SAP means a PID Service and Assessment Plan adopted by the City Council, as may be updated, supplemented, and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the City, as required by this Agreement.

Subdivision Regulations or **Subdivision Ordinance** means Chapter 10, Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, as amended from time to time.

TIRZ means a Tax Increment Reinvestment Zone encompassing the Property created by the City, subject to the consent and approval of the City Council, pursuant to the TIRZ Act.

TIRZ Act means Chapter 311, Texas Tax Code, as amended.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement and the TIRZ Documents.

TIRZ Documents means, as it relates to the Property, the TIRZ Project and Finance Plan, and the TIRZ Ordinance, as may be amended.

TIRZ Ordinance means a City ordinance creating the TIRZ pursuant to the TIRZ Act, and any subsequent ordinances effectuating amendments thereto.

TIRZ Project and Finance Plan means the project and finance plan for the TIRZ approved in accordance with the TIRZ Act.

TIRZ Projects means those projects, including the Authorized Improvements, as estimated in **Exhibit B**, to be undertaken by the PID as well as the TIRZ and included within the final approved TIRZ Project and Finance Plan.

Water and Sewer Authorized Improvements means those public improvements, as shown on **Exhibit C-1**, which will serve and benefit the Property and be acquired by Mustang SUD.

ARTICLE II **DUCK POINT DEVELOPMENT**

2.1 **Scope of Agreement.** This Agreement contemplates a plan for development of the Property in accordance with the City Regulations, except as same may be modified by this Agreement, together with future actions by the Parties, that if approved, will establish provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Authorized Improvements, reimbursement, acquisition, ownership and maintenance of the Authorized Improvements, the issuance of PID Bonds for the financing of the Authorized Improvements benefitting the Property within the PID, the creation of the TIRZ for the Property, and the use of TIRZ funds.

2.2 **Development Overview – Duck Point Development.**

(a) The Developer will undertake or cause the undertaking of the design, development, and construction of the Development, including the Authorized Improvements and any other public improvements. The Development consists of residential elements and amenities to support the residential elements, as generally shown on the Concept Plan attached as **Exhibit C** hereto, which is subject to modifications in accordance with Section 10.7 of this Agreement.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Water and Sewer Authorized Improvements to Mustang SUD's standards and specifications and subject to Mustang SUD's approval as provided herein and in accordance with Mustang SUD's Regulations, and all other Authorized Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, and the Development Regulations as set forth in **Exhibit D** attached hereto.

(c) Upon completion and acceptance of the Water and Sewer Authorized Improvements, or any portion thereof, by Mustang SUD, it shall own, operate and maintain such Water and Sewer Authorized Improvements. Upon completion and acceptance of all other

Authorized Improvements, the City shall own, operate and maintain those Authorized Improvements.

ARTICLE III **PUBLIC IMPROVEMENT DISTRICT**

3.1 Creation and Levy of Assessments. The Developer will submit to the City a petition to create the Duck Point Public Improvement District (the "PID") in accordance with the terms of this Agreement. The City shall initiate and consider for approval all necessary documents and ordinances required under the PID Act, to create the PID, to levy the Assessments on property within the PID, and to prepare and consider for approval the Service and Assessment Plan providing for the levy of the Assessments on the property within the PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan for the PID acceptable to the Developer and the City and subject to City Council making findings that the Authorized Improvements confer a special benefit on the property within the PID, the City Council shall consider an Assessment Ordinance. The Developer shall develop the Property consistent with the terms of this Agreement and any approved PID. The Assessments shall be levied prior to the City or Mustang SUD's, as applicable, acceptance of the Authorized Improvements, subject to the City Council's discretion. At the time of such levy, the City intends to enter into a Reimbursement Agreement with the Developer or approve the issuance of PID Bonds. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment(s), the Landowners shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Landowners and shall approve and accept in writing the Home Buyer Disclosure Program in substantially the same form as attached as **Exhibit E** hereto and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor Developers and owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such Assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program.

3.3 PID Assessment Amount. A maximum overlapping tax rate equivalent for Parcels within the PID shall not exceed \$3.09 per \$100 assessed value, after applying the TIRZ credit as detailed in the Service and Assessment Plan, when including all taxing entities at the time of the assessment of the Property based upon the estimated average home value as defined in the Service and Assessment Plan approved by the City Council.

ARTICLE IV **AUTHORIZED IMPROVEMENTS**

4.1 Authorized Improvements. The Authorized Improvements and Estimated Costs set forth in **Exhibit B** are subject to change and shall be updated consistent with the Service and Assessment Plan, the PID Act, the TIRZ Project and Finance Plan, and the TIRZ Act. The Authorized Improvements shall be identified and included on each approved final plat(s) for the Property as each final plat of the Property is approved by the City. The Developer may be required

to provide an updated **Exhibit B** with each final plat application, consistent with the PID/TIRZ requirements and this Agreement. Upon approval by the City Council of an updated **Exhibit B** with each final plat application, or update or amendment to the Service and Assessment Plan, this Agreement shall be deemed amended to include such approved updated **Exhibit B**. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed in accordance with the PID/TIRZ requirements and in accordance with the City Regulations and the Development Regulations as set forth in **Exhibit D** attached hereto.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements, excluding the Water and Sewer Authorized Improvements, and have them submitted to the City for approval in accordance with the City Regulations.

(b) Construction Plans for Water and Sewer Infrastructure. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Water and Sewer Authorized Improvements and have them submitted to Mustang SUD for approval. Developer shall provide copies of such plans and specifications to the City as a courtesy, but shall not be required to obtain the City's consent or approval of such plans or specifications.

(c) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents for the Authorized Improvements. The Developer shall administer the contracts. The Budgeted Costs, which are estimated on **Exhibit B**, shall be paid from the proceeds of PID Bonds, if the PID is approved, in accordance with the Bond Indenture, and/or reimbursed by the collected Assessments pursuant to the terms of a Reimbursement Agreement through the Certification for Payment Form process where the Developer or the Developer's assignee will submit invoices for payment.

(d) Construction Standards and Inspection. The Authorized Improvements will be installed within the public right-of-way or in easements granted without cost to the City, or Mustang SUD, as applicable. The Authorized Improvements shall be constructed and inspected in accordance with applicable state law, City Regulations and all others applicable development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Authorized Improvements.

(e) Competitive Bidding. This Agreement and construction of the Authorized Improvements, including, without limitation, the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then alternative delivery methods may be used by the City as allowed by law.

(f) Ownership. All of the Authorized Improvements shall be owned by the City, except for the Water and Sewer Authorized Improvements, which shall be owned by Mustang SUD, upon acceptance of them by the City or Mustang SUD, as applicable, using procedures established by

the City Regulations, Mustang SUD Regulations and/or this Agreement, respectively. The Developer agrees to take any action reasonably required by the City or Mustang SUD where applicable to transfer or otherwise dedicate or ensure the dedication of easements for the Authorized Improvements and the Water and Sewer Authorized Improvements to the City or Mustang SUD, respectively and to the public.

(g) Authorized Improvements Constructed on the Property. If an Authorized Improvement is to be constructed upon land owned by the City, the City agrees to grant to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvement. If an Authorized Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement, as evidenced on the final plat of the Property, to enter upon such land for purposes related to inspection and maintenance of the Authorized Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Authorized Improvement as required by the City Regulations or this Agreement or in the City's reasonable judgment to be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement. The provisions for inspection and acceptance of such Authorized Improvements shall be in accordance with the City Regulations except as modified by this Agreement.

4.3 Operation and Maintenance of Authorized Improvements.

(a) Upon inspection, approval, and acceptance of the Water and Sewer Authorized Improvements or any portion thereof, Mustang SUD shall own, maintain and operate the accepted Water and Sewer Authorized Improvements and provide water and sewer service to the Property.

(b) Upon inspection, approval, and acceptance of the Authorized Improvements or any portion thereof, excluding the Water and Sewer Authorized Improvements dedicated to and owned by Mustang, the City shall own, maintain and operate such accepted Authorized Improvements. The City acknowledges that improvements to FM 1385 to be constructed by TxDOT may not be completed prior to the completion of the Development. The City agrees that the City will not delay inspection, approval, or acceptance of the Authorized Improvements due to lack of completion of TxDOT's improvements to FM 1385.

(c) The Developer shall construct or cause to be constructed and the HOA, as applicable, shall maintain, repair, replace, and operate, the open spaces, as depicted in the "**Open Space Plan**" in Exhibit C-3, attached hereto and made part hereof, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, as depicted in the "**Screening Plan**" in Exhibit C-4, attached hereto and made part hereof, an amenity center, and any other common improvements or appurtenances not maintained and operated by the City.

ARTICLE V
ADDITIONAL DEVELOPER AND CITY OBLIGATIONS

5.1 Mandatory Homeowners' Association. The Developer will create a mandatory homeowners' association ("HOA") over residential portions of the Property, which HOA, in accordance with City Regulations and through its covenants, conditions and restrictions filed in the Real Property Records of Denton County or its by-laws, shall be required to assure compliance with this Agreement, and shall be required to remain solvent and assess and collect from owners annual fees in an amount calculated to operate and maintain the open spaces, common areas, detention ponds, screening walls, detention areas, and other related improvements or appurtenances that are not required to be dedicated or maintained and operated by the City within the residential portion of the Property. Common residential areas, including but not limited to all landscaped entrances to the residential portions of the Property, and all other improvements not maintained by the City shall be maintained solely by the HOA. Developer shall enforce or cause to be enforced covenants, conditions and restrictions on the Property; failure of Developer to take all necessary action to enforce or cause the enforcement of the covenants, conditions and restrictions shall be a breach of this Agreement. This obligation of Developer shall terminate on the earlier of the date that HOA control passes from the Developer or the termination of this Agreement.

5.2 Retail Water and Sewer Service to the Property. Mustang SUD will provide retail water and sewer service to the Property.

5.3 City Park Dedication/Fees. Floodplain/Floodway Dedication.

(a) The Developer shall, at its sole cost and expense, dedicate and convey the City Park to the City by special warranty deed free and clear of all liens, subject to City Council action approving the acceptance of the City Park. Such dedication shall occur within twenty-four (24) months following the recording of a final plat of the Property, and acceptance of dedication of City Park shall satisfy Developer's obligation to dedicate land for park purposes for this Property. Developer agrees to construct, upon the City Park property, a parking lot providing sufficient area to accommodate fifteen (15) standard parking spots meeting all requirements of City Regulations, an eight foot (8') walking trail with benches, a shade structure, and two (2) sports fields (the "City Park Improvements"). The City agrees to grant any and all temporary and permanent easements necessary to construct the City Park Improvements.

(b) In consideration of Developer's dedication of the City Park, and the City Park Improvements, the City agrees to reduce the Park Development Fees applicable to the Property by Two Thousand and 00/100 Dollars, so that the Park Development Fee shall be **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)** for each platted residential lot, which shall be deposited into the Park Development Trust Fund in accordance with Section 5, "Park Land and Public Facility Dedication" of the City's Subdivision Regulations and may be used by the City in its sole discretion for development and maintenance of new or existing parks located within the City that are open to the public for use, or for the purchase or leasing of parkland. The Park Development Fee shall be paid by an applicant for a building permit of a structure, at the time of permit issuance.

(c) In addition to the City Park, conditioned upon City's acceptance, Developer will dedicate to the City, at no cost to the City, within twenty-four (24) months following the recording of a final plat of the Property, any floodplain and floodway as depicted on such final plat for which Developer has not initiated reclamation efforts. For the avoidance of doubt, Developer shall not be required to dedicate any floodplain and floodway that Developer has initiated reclamation efforts, provided, in the event such reclamation efforts are unsuccessful, Developer will, within a reasonable time following Developer's determination that such reclamation efforts are impossible or impractical, dedicate such floodplain or floodway.

5.4 Roadway Improvements. The City shall be responsible for the acquisition of the property to be utilized as an entry way and access road for the Property (the "Entry Way Road"), as depicted on the Roadway Improvements Exhibit, attached hereto as Exhibit C-2, and incorporated herein for all purposes. Developer agrees to tender payment to the City for the reasonable costs for such acquisition, which shall be agreed upon by Developer and the City prior to the City's acquisition of the property necessary for construction of the Entry Way Road. Developer will, at no cost to City (but in a manner that would permit reimbursement of the cost through the PID), construct the Entry Way Road as a four-lane divided roadway from FM 1385 to the first residential street, as depicted on the Concept Plan. Developer shall be responsible for the construction of two lanes of the Entry Way Road beginning at the first residential street and concluding at the end of the residential portion of the Property, as depicted on the Roadway Improvements Exhibit. To the extent required and allowed by law, prior to commencement of any work on the Roadway Improvements, the City will review its capital improvement plan for purposes of determining eligibility for updates to such capital improvement plan which include the Entry Way Road in order to allow Developer to be reimbursed for such costs associated therewith. Developer and the City acknowledge and agree that Developer shall have no obligation to construct any other offsite roadway improvements. The City and Developer acknowledge and agree that the Entry Way Road is essential to the Development, and beneficial to the City as public use. The Entry Way Road is, or is anticipated to be, a portion of the City's master thoroughfare plan.

5.5 Amenity Center. Developer shall construct, and the HOA shall accept and operate, an amenity center to serve the Development (the "Amenity Center"). The Amenity Center shall be completed within eighteen (18) months following the recording of a final plat of the Property. Provided, any failure of the Developer to satisfy this requirement shall not prohibit the issuance of building permits, but the City shall be permitted to seek any other relief as outlined in this Agreement.

ARTICLE VI

PID BONDS

6.1 PID Bonds.

The City shall consider issuing PID Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs (excluding Administrative Expenses) and paying issuance costs, Administrative Expenses, and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, if any, a debt service reserve fund, and the Project Fund). The Developer has

determined and hereby agrees that the maximum aggregate principal amount of PID Bonds will not exceed **Forty Million and 00/100 Dollars (\$40,000,000.00)**. The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of PID Bonds by the City (in one issue or in a series of issues over the years as set out in any PID approved by the City) in an amount up to, but not to exceed, the maximum aggregate principal PID Bond amount of Forty Million and 00/100 Dollars (\$40,000,000.00). Notwithstanding the foregoing, the City's obligation to approve the issuance of PID Bonds is at the sole discretion of the City and is subject to the City's review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council and that Developer is in compliance with all of its obligations under the terms of this Agreement. The following terms shall apply to PID Bond Issuances:

(a) Each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(b) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The Developer shall have requested, in writing, the issuance of PID Bonds;

(ii) The Developer shall have submitted to the City all requested and required preliminary information necessary to evaluate a PID Bond issuance for each Phase and to accomplish the levy of Assessments and the issuance of PID Bonds, which production shall be deemed satisfied upon the submission of the following:

(A) Total acreage of residential property, commercial property, open space, multi-family property, non-developable property within the Phase for which Assessments are to be levied;

(B) Engineers' opinion of probable costs (dated within the last 3 months prior to submission) for all improvements within the Phase for which Assessments are to be levied;

(C) Any required Traffic Impact Analysis improvements within the Phase for which Assessments are to be levied;

(D) Break out of total offsite costs to serve the Phase for which Assessments are to be levied;

(E) Break out of total oversizing costs of improvements within the Phase for which Assessments are to be levied;

(F) Breakout of phased costs for all phases versus major improvement cost within the applicable PID;

(G) Assumptions for number of residential lots

1. Total number of lots by type;

2. Total estimated value per lot;
3. Total estimated value of final home value;
4. The values provided in 1-3 above based on phasing plan/absorption schedule

(H) Map of Property

(I) Proposed Concept Plan

1. With construction phasing identified by map and cost
2. Location of any open space maintained by HOA
3. Total acreage of open space maintained by HOA
4. Map/locations of improvements to be financed by the applicable PID
5. Onsite improvements by Phase
6. Offsite improvements by Phase

(J) Final private costs (not including the public improvement costs) to reach completed lots (i.e., final lot benching, stabilization, etc.)

(K) Any other information determined necessary by City's Bond Counsel to evaluate PID Bond issuance.

Provided, however, the City and Developer acknowledge and agree that such preliminary information may be modified, and Developer shall not be exclusively bound by the preliminary information provided under this Section.

(iii) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$40,000,000.

(iv) The Developer or its Affiliates, or another entity that has purchased a portion of the Property for development, shall own all property within each Phase of the PID prior to the levy of Assessments for such PID Phase or have otherwise complied with Section 6.4 "Transfer of Property" herein. The City shall not levy Assessments without a Landowner Agreement from each property owner within the area to be assessed by the City.

(v) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement, except that if an Event of Default has occurred and has been cured by the Developer, it shall not prevent the issuance of PID Bonds by the City;

(vi) The PID Bonds must be marketable by a reputable Underwriter to a reputable purchaser at a reasonable rate of interest as determined by the City's financial advisor.

(vii) PID bonds may not be issued through a third-party conduit and all PID bond issues must be approved by the Texas Attorney General;

(viii) The Developer shall have agreed to the reasonable continuing disclosure requirements required by the Underwriter or by the purchasers of the PID Bonds and shall be current in all past continuing disclosure obligations.

6.2 Developer Cash Contribution. At closing on any series of PID Bonds intended to fund construction of Authorized Improvements, if the PID Bond Proceeds are not sufficient to pay the Authorized Improvement Costs for the Phase to which such PID Bond Proceeds relate, the Developer shall be required to provide the cash in the amount of the difference between the Authorized Improvement Costs for each PID Phase and the amount of PID Bond Proceeds available for such PID Phase and minus any approved Developer expenditures of Authorized Improvement Costs for such PID Phase as confirmed and approved by the City or its PID administrator (the "Deficit") as illustrated below:

$$\begin{aligned} & \text{Total Amount of Authorized Improvement Costs of the PID Phase being financed by} \\ & \text{Bond Proceeds} \\ & - \text{PID Bond Proceeds deposited to Project Fund} \\ & - \text{Verified and approved Developer expenditures of Authorized Improvement Costs for} \\ & \text{the PID Phase} \\ & = \text{Total amount of Deficit} \end{aligned}$$

For the Deficit, the Developer, must deposit cash in the amount of Deficit to a designated account under the applicable Indenture from which funds may be drawn to pay the Authorized Improvement Costs for such Phase; The determination of the amount of the Deficit shall be estimated prior to pricing of each series of PID Bonds and shall be finalized within five (5) days of pricing of each series of PID Bonds. Any required cash deposit shall be provided at closing of the applicable series of PID Bonds.

6.3 Apportionment and Levy of Assessments. In order to be reimbursed from Assessments, a Reimbursement Agreement must be entered into prior to the acceptance of the Authorized Improvements. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

Concurrently with the levy of the Assessments on each PID Phase, the Developer and its Affiliates shall execute and deliver a Landowner Agreement in the form attached as **Exhibit F** for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of the and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Denton County. The City shall not levy Assessments on property within the PID without an executed Landowner Agreement from each landowner within the PID whose property is being assessed.

6.4 Transfer of Property. Notwithstanding anything to the contrary contained herein, no sale of property within a Phase of the PID in which Assessments are to be levied, shall occur prior to the City's levy of Assessments in such Phase of the PID unless the Developer provides the City with an executed Landowner Agreement executed by such purchaser with respect to the purchased property prior to the levy of the Assessments. In addition, evidence of any transfer of property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each of the owners of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property, which shall be satisfied by the execution of the Landowner Agreement. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Agreement, appraisal district certificate and property record recording will be required from each Assessed Property Owner in order to levy the Assessments. The Developer shall provide all reasonably necessary documentation to the City with respect to any land transfers.

6.5 Non-Bank Qualified Debt.

(a) In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs occurring solely from the difference in interest cost ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

(b) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the "Estimated Additional Costs"), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City's invoice or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer

the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

(c) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior to the date of the pricing using independent third party public pricing information of the City Obligations (the "Estimated Additional City Obligation Costs"), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least fifteen (15) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased City Obligation Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

(d) To the extent any developer(s) or the Developer(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or Developer(s) (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or Developer(s) (including the Developer, as applicable) as necessary so as to put all developers and the Developer so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within ten (10) business days after its

receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or the Developer on whose behalf the City has issued debt in the same manner as described in this Section 6.2, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total bond proceeds from any debt issued on behalf of the Developer in such calendar year by the total bond proceeds from any debt issued by the City.

ARTICLE VII

PAYMENT OF AUTHORIZED IMPROVEMENTS

7.1 **Overall Requirements.** The City shall not be obligated to provide funds for any Authorized Improvements or other public improvements except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for reimbursement of the costs of the Authorized Improvements or other public improvements will be sufficient for the construction or acquisition of all of the Authorized Improvements or other public improvements. Any costs of the Authorized Improvements or other public improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Fund established under the Indenture to reimburse the costs of the Authorized Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Authorized Improvements or other public improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

7.2 **Improvement Account of the Project Fund.** On the date of issuance of any PID Bonds, the City shall establish an improvement account of the Project Fund in accordance with the applicable Bond Indenture. Any improvement account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any improvement account of the Project Fund shall be administered and controlled (including signatory authority) by the City, or the trustee bank for the PID Bonds, and funds in the improvement account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

7.3 **Cost Overrun.** In advance of the Developer letting a contract for the Authorized Improvements, the City shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the Budgeted Costs provided on **Exhibit B**, as amended from time to time pursuant to this Agreement. If the total cost of an Authorized Improvements (or segment or section thereof) exceeds the Budgeted Cost for such Authorized Improvement (or segment or section thereof) (a "**Cost Overrun**"), the Developer shall be solely responsible for the

remainder of the Authorized Improvements Costs (or segment or section thereof), except as provided for in Section 7.4 below.

7.4 Cost Underrun. If, at the time the City has, with respect to applicable Authorized Improvement, accepted the respective Authorized Improvement (or segment or section thereof) and upon payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement. The elimination of a category of Authorized Improvements as set forth in the Service and Assessment Plan will require an amendment to the SAP. Prior to the completion of all of the Authorized Improvements within an improvement category, but after the construction contracts commence (and are provided to the City/PID Administrator), Budgeted Costs as listed in the applicable SAP, if in excess of the contract amounts for the same category of Authorized Improvements in the construction contracts, will be available to fund Cost Overruns and applied to other Authorized Improvement categories. If, upon completion of the Authorized Improvements in any improvement category, there are funds still remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying costs of the Authorized Improvements that have not been previously paid.

7.5 Prioritization of Payments and Remainder of Funds in the Improvement Account of the Project Fund. Authorized Improvement costs shall be paid first from PID Bond proceeds, and then from any Developer deposit maintained. If funds remain in the improvement account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and, excluding any Developer deposit, the payment of all Authorized Improvement Costs as provided for in the Bond Indenture, then such funds thereafter shall be the exclusive property of the City and shall be used by the City as provided for in the Service and Assessment Plan, the Bond Indenture, or any other applicable use to the Property as provided by law. If any Developer deposit funds are remaining after completion of all Authorized Improvements and payment of all Authorized Improvement Costs as provided for in the Bond Indentures and SAP, then such funds shall be returned to the Developer.

7.6 Payment Process for Authorized Improvements.

(a) The City shall authorize reimbursement of the Authorized Improvement Costs from PID Bond proceeds and/or Reimbursement Agreement. The Developer shall submit a Certification for Payment Form to the City (no more frequently than monthly) for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the City. The Certification for Payment Form shall be in substantially similar form as set forth in Exhibit G, as may be modified by the Bond Indenture and/or a Reimbursement Agreement, if applicable. The City shall review the sufficiency of each Certification for Payment Form (each, a “Payment Certificate”) with respect to compliance with this Agreement, compliance with City Regulations, and compliance with the SAP. The City shall review each Payment Certificate within eight (8) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Bond Indenture or Reimbursement Agreement, if applicable, and payment shall be made to the Developer or its designee pursuant to the terms of the Bond Indenture or Reimbursement Agreement, if applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment

for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the Bond Indenture or Reimbursement Agreement, as applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed Notice to the Developer within eight (8) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the lesser of: (i) the Budgeted Costs as set forth in Exhibit B and the SAP, and (ii) the Authorized Improvement Costs, from funds available pursuant to the Bond Indenture or a Reimbursement Agreement, as applicable.

(d) Developer shall be liable for all costs of PID creation and Developer shall pay all City expenses related to the creation of the PID, including Administrative Expenses, pursuant to the Professional Services Agreement executed by Developer. Upon creation of a PID, all such costs of PID creation are eligible for reimbursement to Developer, in accordance with the PID Act. Reimbursement to the Developer, and to the City if not paid pursuant to the Professional Services Agreement, for Administrative Expenses relating to the creation of the PID, the levy of Assessments and issuance of PID Bonds may be distributed at closing of the PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit H.

ARTICLE VIII TIRZ

8.1 Tax Increment Reinvestment Zone. Prior to the issuance of the first series of PID Bonds, the City shall, according to its sole legislative discretion, exercise its powers under the TIF Act in order to consider, and in City's discretion to create a TIRZ encompassing the Property and intends to consider the dedication of forty-eight percent (48%) of the City's tax increment collected by the City for Property within the TIRZ, based on the City's tax rate each year, which funds will be used to off-set or pay a portion of any Assessments levied on the Property within the TIRZ for the costs of Authorized Improvements and qualify as projects under the TIF Act.

8.2 TIRZ Priority. In accordance with the TIRZ Project and Finance Plan, the TIRZ Fund shall first pay for the City's costs in administering the TIRZ, then pay for Authorized Improvements by off-setting or paying the portion, as set forth in the TIRZ Project and Finance Plan, of any Assessments levied on the Property for the Authorized Improvements and qualify as projects under the TIF Act for a period consistent with the term of any PID Bonds issued by the City and/or the term of any Reimbursement Agreement approved by the City. Deposits of money into the TIRZ Fund shall continue until the earlier of (i) the payment of all PID Bonds, or (ii) the expiration of the TIRZ. Upon the refunding of any series of PID Bonds, any reduction in assessments for such PID Bonds shall mean a dollar-for-dollar reduction in TIRZ credit allowed to such PID Bonds.

8.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the City's collected revenue from its tax increment obtained from the Property shall be placed into a TIRZ

Fund. It is anticipated that the monies in the TIRZ Fund shall be distributed in accordance with the TIRZ Project and Finance Plan to pay the City's Administrative Expenses and to lower the Assessments on an annual basis. Amounts in the TIRZ Fund shall not be comingled with City funds.

ARTICLE IX **ANNEXATION**

9.1 Annexation.

(a) Within thirty (30) days of the Effective Date of this Agreement, the Developer agrees to submit a voluntary annexation petition for the Property.

(b) The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits pursuant to the terms of this Agreement. This Agreement constitutes the service plan agreement for providing City services to the Property.

(c) If at any time after the Effective Date it is determined that any portion of the Property that is owned by the Developer, or the Developer's successors and assigns, is not within the City's extraterritorial jurisdiction, then the Developer, or the Developer's successors and assigns, shall petition the City to include such portion of the Property within the City's extraterritorial jurisdiction and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

(D) THE DEVELOPER IS NOT REQUIRED TO ENTER INTO THIS AGREEMENT. THE ANNEXATION PROCEDURES DESCRIBED IN PLAIN LANGUAGE IN THIS AGREEMENT REQUIRE THE DEVELOPER'S CONSENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL SATISFY THE WRITTEN DISCLOSURE REQUIREMENTS UNDER SECTION 212.172(B-1) OF THE TEXAS LOCAL GOVERNMENT CODE.

ARTICLE X **DEVELOPMENT**

10.1 Full Compliance with City Regulations. The City and Developer acknowledge and agree that except as expressly waived, modified or abated by this Agreement, all of the City Regulations in effect on the Effective Date of this Agreement, shall apply to any and all development activity undertaken on the Property (or any portion of the Property) in connection with the Development, in accordance with Chapter 212 of the Texas Local Government Code. The Property shall be developed as a single-family residential development to be zoned as a Planned Development District pursuant to City Regulations and this Agreement contemporaneously upon annexation of the Property into the City's corporate limits. Provided that in the event of any conflict between the City Regulations and this Agreement, including the Development Regulations, this Agreement and the Development Regulations shall control, subject to the Planned Development District ordinance adopted pursuant to City Regulations.

10.2 Development in Compliance with Concept Plan. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Concept Plan attached as Exhibit C and the Development Regulations attached as Exhibit D, respectively, and applicable City Regulations at the time of the Effective Date, except when those regulations conflict with the Development Regulations. The City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to amend the Development Regulations attached hereto as Exhibit D after the Effective Date.

10.3 Vested Rights. This Agreement shall constitute a “permit” under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date.

10.4 Property Acquisition. The Parties acknowledge that the Developer may be required to acquire certain off-site property rights and interests to allow certain Authorized Improvements to be constructed to serve the Property (with the exception of the Entry Way Road, which shall be acquired by the City pursuant to Section 5.4 of this Agreement). Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing reasonable and continuous efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City, in its sole discretion, may take reasonable steps to secure same through the use of the City’s power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys’ fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, “Eminent Domain Fees”) paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of PID Bonds, if PID Bonds are issued, or Assessments and shall escrow with a mutually agreed upon escrow agent the City’s reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City’s discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that the Authorized Improvements can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. Any unused escrow funds will be refunded to Developer within 30 days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by the Developer, the Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

10.5 Zoning of the Property. Currently, the Property is located in the extraterritorial jurisdiction of the City. The Parties agree that the Concept Plan attached hereto as Exhibit C, the Development Regulations attached hereto as Exhibit D, together with the City Regulations, and the applicable provisions of this Agreement memorialize the plan for development of the Property as of the Effective Date. The City shall consider rezoning the Property as a new PDD - Planned Development District, contemporaneously upon annexation of the Property into the City's corporate limits, consistent with the Concept Plan attached hereto as Exhibit C, the Development Regulations attached hereto as Exhibit D, and the applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. The City will require the Developer to submit a formal zoning application to proceed with zoning the Property as contemplated by this Section.

10.6 Conflicts. In the event of any conflict between this Agreement and any City Regulations, this Agreement, including any exhibit or attachment, shall control. Provided however, that in the event that the Bond Indenture contains requirements that differ from this Agreement (other than the terms specifically agreed to in this Agreement including the payment processes), then the Bond Indenture, shall control. In the event of a conflict between the Agreement and any exhibits to this Agreement the text of the Agreement controls over the Exhibits. Provided, in the event an Exhibit is deemed amended pursuant to the terms of this Agreement, the applicable text of the Agreement relating or outlining such Exhibit shall be deemed amended as well. In the event of a conflict between the Concept Plan and the Development Regulations attached as Exhibit D, the Development Regulations shall control. The City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to amend the Development Regulations attached hereto as Exhibit D after the Effective Date; provided however, notwithstanding the foregoing, that City's adoption of Planned Development District regulations as part of the new PDD - Planned Development District referenced in Section 10.5 shall not be deemed an amendment to the Development Regulations in violation of this Section.

10.7 Concept Plan. The City's approval of the Concept Plan herein constitutes the acknowledgement that the Development is consistent with the City's Comprehensive Plan, as amended. Such approval does not constitute the City's agreement that any specific portion of the Development depicted within Exhibit C conforms to the City Regulations, as same may be modified by this Agreement.

With the exception of a Minor Modification, as defined herein, the Developer must submit any proposed change to the Concept Plan to the City for approval. If the change is not a Minor Modification, then approval of such change is considered a major modification ("Major Modification"). All requests for Major Modifications shall be considered by the City Council in its sole legislative discretion.

Any Minor Modification of the Concept Plan or amendment approved by the City to the Concept Plan, shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become part of this Agreement. Developer is responsible for providing City updated copies of any modified or amended Concept Plan. Any subsequent development application for approval of a site plan or final plat, that differs from the terms of this Agreement if approved by the City or considered a Minor Modification and approved by the City Manager, shall

automatically amend this Agreement. Minor modifications shall include the following, shall apply only to the Concept Plan (collectively “Minor Modifications”), and shall be subject to the approval of the City Manager in his sole discretion:

(a) any adjustments of equal to or less than (i) 10% of the total lots included on the Concept Plan, or (ii) 100 feet to the location or configuration of roadways, sidewalks, utilities, parking areas, buildings, landscape features, (including plants and trees) ponds and any other improvements depicted on any Concept Plan, provided if the addition or removal of roadways are necessary for the construction of additional lots, or the removal of lots, as outlined in subsection (i) such addition or deletion of roadways shall be deemed a Minor Modification; and

(b) any modification approved in a plat approved by the City including but not limited to (i) changes to the lot size or configuration; (ii) adjustments to the number of lots in the overall Development; (iii) changes to a local street width, length or alignment; (iv) changes to utility or access easements; (v) changes to street layouts, in any phase; or (vi) adjustments to the amount of open space, buffers, and drainage not less than five percent (5%) of the gross site acreage.

ARTICLE XI

DEVELOPMENT PROCESS AND CHARGES

11.1 Development Fees. Developer agrees to construct any portion of the Property as shown on the Concept Plan attached hereto as Exhibit C and to pay all relevant Development Fees, as listed in the City’s Municipal Code, excluding impact fees, which are waived in Section 11.4 below. The fee schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.

11.2 Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees as amended and uniformly adopted throughout the City (the “Inspection Fees”), according to the fee schedule adopted by the City Council on the Effective Date.

11.3 Park Development, Credit for Parkland Dedication, and Timing of Payment of Park Development Fees. In consideration of the dedication of the City Park, and construction of the City Park Improvements, the City shall not require additional dedications of land or payment of any fees (except as the Park Development Fee specifically provided in Section 5.3) for the purpose of any parkland dedication requirements, tree mitigation requirements or open space requirement in place on the Effective Date or any date thereafter. In addition to items that the City Regulations give credit in lieu of park land dedication, for purposes of this Agreement, open space, homeowner association common areas, shall be deemed sufficient dedication to the City, and no parkland, open space, or similar fees shall be owed by the Developer.

11.4 Waiver of Impact Fees. Except as otherwise provided herein, all impact fees associated with the Development due and owing at the time of building permit issuance from time to time pursuant to City Regulations, shall be waived. The City waives, relinquishes, and releases any right it might have under current City Regulation or state law to assess, levy, or collect impact fees in connection with the development of the Property. The Developer shall be responsible for the construction of all Authorized Improvements, to the extent such Authorized Improvements are necessitated by and attributable to the development of the Property.

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

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO

RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 11.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

11.7 DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/ DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
- (b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR
- (c) NUISANCE.

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF

ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) THIS SECTION 11.6 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11.8 Inspections and Permitting. The City shall have a right to inspect, as authorized or required by City Regulations, the construction of all structures, Authorized Improvements, and any public improvements necessary to support the proposed development within the Property, including drainage, streets, park facilities, electrical, and streetlights and signs, but excluding the Water and Sewer Authorized Improvements. The Developer shall pay fees in accordance with City's ordinances and similar to other like developments. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and infrastructure in accordance with approved engineering plans, construction plans, approved final plat(s), and other approved plans related to development of the Property. The City shall be the beneficiary of the required two-year maintenance bond the Developer shall provide for all Authorized Improvements, except for Water and Sewer Authorized Improvements which shall be subject to Mustang SUD Regulations. Except as otherwise provided in this Agreement, if the City, or Mustang SUD, as applicable, finds that such improvements have been completed in accordance with the final plats and specifications approved by the City, or Mustang SUD, as applicable (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City, or Mustang SUD, as applicable shall accept the same whereupon ownership of such improvements shall be transferred to the City, or Mustang SUD, as applicable, and be operated and maintained by the City, or Mustang SUD, as applicable, at its sole expense other than those improvements that the HOA is obligated to maintain as set forth in **Article V** of this Agreement located on the Property which may be owned by the City but shall be maintained by the HOA.

11.9 Temporary Street Closures. To the extent reasonably requested by the Developer in connection with the construction of the Authorized Improvements, pursuant to applicable City Regulations and the Home Rule Charter, the City shall consider the approval and issuance to the Developer all necessary permits to authorize temporary closures of, and shall grant and issue to the Developer all necessary permits to make cuts or other perforations in, demolish and excavate all or portions of any street, alley or other public right-of-way that is under reasonable control of the City and that is contained in whole or in part within the Property or that abuts any portion of

the Property; provided however, all such actions are subject to the City's obligations to preserve and protect public health, safety, and welfare, and Developer shall pay all applicable permit and other fees due City.

11.10 Joint Cooperation. During the planning, design, development and construction of the private improvements and the Authorized Improvements on the Property, the Parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Development. The City will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

ARTICLE XII

TERM

The term of this Agreement shall be for a period of forty (40) years after the Effective Date, or the date on which the TIRZ is dissolved or terminates, or termination pursuant to an Event of Default, whichever comes first (the "Initial Term").

ARTICLE XIII

EVENTS OF DEFAULT; REMEDIES

13.1 Events of Default. Each of the following shall be an "Event of Default" by Developer under this Agreement:

(a) The Developer fails to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and fails to cure such default within twenty (20) business days after the date on which Notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement or City Regulations; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure following the date of Notice by City.

(b) The Developer fails to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) calendar days after Notice thereof is given by the City to the Developer;

(c) The Developer fails to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) calendar days after Notice thereof is given by the City to the Developer;

(d) The Developer files or causes to be filed a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(e) The Developer consents to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(f) An order for relief is entered against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the Property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive days;

(g) The Developer or any Affiliate fails to pay Impositions, and/or Assessments on Property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; or

(h) Any material representation or warranty confirmed or made in this Agreement by the Developer is untrue in any material respect as of the Effective Date, and Developer does not cure or correct such untrue material representation or warranty within ninety (90) calendar days after Notice thereof is given by the City to the Developer.

13.2. Notice and Cure. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written Notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

13.3 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance, or other equitable relief available at law, of the other party's obligations under this Agreement. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR PREVENT THE DEVELOPER OR THE CITY FROM RECEIVING ANY REIMBURSEMENTS OR PAYMENTS DUE AND OWED TO THE DEVELOPER OR THE CITY UNDER THIS AGREEMENT, ANY REIMBURSEMENT AGREEMENT, OR ANY TIRZ AGREEMENT.

ARTICLE XIV **ASSIGNMENT AND ENCUMBRANCE**

14.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer and any Assignee have the right (from time to time) to assign this Agreement to a non-Affiliate, non-related entity, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") with City's written

consent, which consent the City shall not unreasonably withhold. The Developer and any Assignee have the right (from time to time) to assign this Agreement to an Affiliate or related entity, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement without City consent, but with notice to the City. The Developer shall maintain written records of all assignments made by the Developer to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property. With the exception of Developer's right to obtain Estoppel Certificates from the City, as outlined in Section 15.2 of this Agreement, the City shall not be required to make any representations with respect to any assignment by Developer.

Any receivables due under this Agreement, any construction funding agreement, any Reimbursement Agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), or any TIRZ agreement may be sold, transferred, or assigned by Developer to any person, including without limitation, to a trustee in connection with a trust indenture, without the consent of, but upon written Notice to the City in accordance with Section 16.2 of this Agreement and as allowed. The Developer may also collaterally assign the PID and or TIRZ receivables as collateral for any development loan, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City. Notwithstanding the above, City shall not be required to make partial payments to more than two (2) parties as a result of a single assignment. With the exception of Developer's right to obtain Estoppel Certificates from the City, as outlined in Section 15.2 of this Agreement, the City shall not be required to execute any consent or make any representations with respect to such assignments.

14.2 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of the Developer. Provided however, that this language does not apply to any real property interest which the City may have within the Development.

14.3 Encumbrance by Developer and Assignees. The Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written Notice to, the City, and (b) to any person or entity with the City Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such request, Developer shall send a second notice to City, and if City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such second notice then the collateral assignment shall be submitted to the City Council for consideration.. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any

default under this Agreement and shall be given a reasonable time, but no more than 180 days, to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor Developer through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

With the exception of Developer's right to obtain Estoppel Certificates from the City, as outlined in Section 15.2 of this Agreement, the City shall not be required to execute any consent or make any representations with respect any assignment pursuant to this Section. The City shall not be required to acknowledge the receipt of any assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance, or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the Notice.

14.4 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer's prior written consent. Provided however, that this section shall not apply to any real property interests which the City may have in the Development.

14.5 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest (but not including End Buyer) in any part of the Property shall have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations.

14.6 No Third-Party Beneficiaries. Subject to Section 14.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

14.7 Notice of Assignment. Subject to Section 14.1 of this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property, or any part thereof (other than to an End-Buyer of a Fully Developed and Improved Lot), and/or any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person or entity that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

ARTICLE XV

RECORDATION AND ESTOPPEL CERTIFICATES

15.1 Binding Obligations. This Agreement and all amendments hereto and authorized assignments hereof shall be recorded in the deed records of Denton County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations, including the City Regulations, that apply to such lots.

15.2 Estoppel Certificates. From time to time upon written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of any Developer under this Agreement that are in default. The City agrees to use its best efforts to provide such estoppel certificate within ten (10) days of receipt of request from the Developer or any future Developer.

ARTICLE XVI

ADDITIONAL PROVISIONS

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

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

To the City: Attn: Charles Kreidler, City Manager
City of Aubrey
107 S Main Street
Aubrey, Texas 76227

With a copy to: Attn: Patricia Adams, City Attorney
Messer Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

To the Developer: Attn: Matthew Dawson
MM Aubrey 160, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

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

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

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

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

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

16.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the

intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

16.7 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court or the applicable federal court.

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

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

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

16.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

16.12 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

- | | |
|-------------|--|
| Exhibit A | Metes and Bounds Description and Depiction of the Property |
| Exhibit B | Authorized Improvements and Estimated Costs |
| Exhibit C | Concept Plan |
| Exhibit C-1 | Water and Wastewater Improvements |
| Exhibit C-2 | Roadway Improvements |
| Exhibit C-3 | Open Space Plan |

Exhibit C-4	Screening Plan
Exhibit D	Development Regulations
Exhibit E	Home Buyer Disclosure Program
Exhibit F	Landowner Agreement
Exhibit G	Certification for Payment Form
Exhibit H	Closing Disbursement Request

16.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall record this Agreement in the real property records of Denton County, which notifies Developers of Property of the obligations set forth in the Home Buyer Disclosure Program.

16.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement.

16.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.

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

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

16.18 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

16.19 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

16.20 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

16.21 Gift to Public Servant. The Developer shall not, and shall use commercially reasonable efforts to cause its contractors and agents to not, offer, or agree to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require the Developer to remove any employee or contractor of the Developer from performance responsibilities under this Agreement who has violated the restrictions of this section or any similar state or federal law.

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

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

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

firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

16.26 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

16.27 Verification Regarding Undocumented Workers. In accordance with Chapter 2264 of the Texas Government Code, each of the Developer Parties represents and certifies that it does not and will not knowingly employ any undocumented worker on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, a Developer Party is convicted of a violation under 8 U.S.C. § 1324a(f), the Developer Party shall repay to the City an amount equal to all grant payments or other public subsidies provided to the Developer Party under this Agreement and any other funds received by the Developer Party from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Developer Party of the violation.

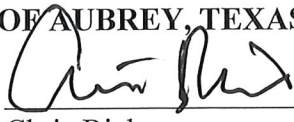
[Signatures to Follow]

Executed by the Developer, the District and the City to be effective on the Effective Date.

ATTEST:

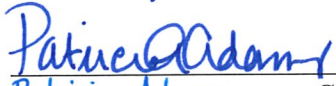

Name: Jenny Hicks
Title: City Secretary

CITY OF AUBREY, TEXAS

By: 
Name: Chris Rich
Title: Mayor

Date: May 23, 2024

APPROVED AS TO FORM


Patricia Adams, City Attorney

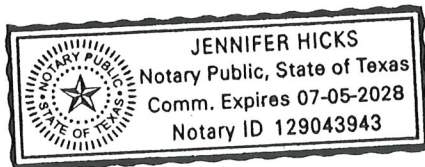


STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the 23rd day of May, 2024 by Chris Rich, Mayor of the City of Aubrey, Texas, a home rule municipality, on behalf of such home rule municipality.




Notary Public, State of Texas

DEVELOPER:

MM Aubrey 160, LLC
a Texas limited liability company

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

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

By: 
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4th day of June, 2024 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Aubrey 160, LLC, a Texas limited liability company on behalf of said company.


Notary Public, State of Texas

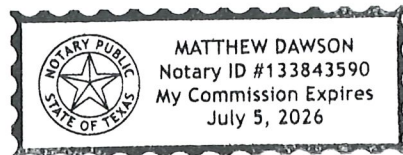


EXHIBIT A
Metes and Bounds Description and Depiction of the Property

LEGAL DESCRIPTION

BEING a tract of land situated in Denton County, Texas, being a part of the Frederick H. Pollard Survey, Abstract No. 995, being part of a called 240.59 acre tract of land described in a Special Warranty Deed (SWD) to Pickens Lake LLC., as recorded in Document No. 2016-78692, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

COMMENCING at a one-half inch iron rod with yellow plastic cap found in the east line of a called 2,439.8661 acre tract of land described in a SWD to Sandbrock Investments, INC., as recorded in Document No. 2004-1916, O.P.R.D.C.T., said capped iron rod being in the west line of Farm to Market (F.M.) 1385 (a variable width right-of-way);

THENCE North 06 degrees 25 minutes 21 seconds West, a distance of 100.79 feet along the east line of said 2,439.8661 acre tract of land and the west line of F.M. 1385 to a point for corner;

THENCE North 01 degrees 54 minutes 45 seconds East, a distance of 221.30 feet to one-half inch iron rod with yellow plastic cap stamped "Bohler Eng." (herein after called capped iron rod) set for the POINT OF BEGINNING, from which a one-half inch iron rod found bears North 71 degrees 24 minutes 28 seconds East a distance of 17.72 feet;

THENCE along the south line of said 240.59 acre tract of land, the north line of said 2,439.8661 acre tract of land and meandering in or near the centerline of said Little Elm Creek, the following courses and distances:

North 08 degrees 45 minutes 15 seconds West, a distance of 370.10 feet to a point for corner;

North 37 degrees 31 minutes 15 seconds West, a distance of 137.20 feet to a point for corner;

South 68 degrees 51 minutes 45 seconds West, a distance of 73.30 feet to a point for corner;

North 62 degrees 27 minutes 15 seconds West, a distance of 161.60 feet to a point for corner;

South 59 degrees 14 minutes 45 seconds West, a distance of 323.90 feet to a point for corner;

South 69 degrees 22 minutes 45 seconds West, a distance of 108.90 feet to a point for corner;

South 38 degrees 01 minutes 45 seconds West, a distance of 202.00 feet to a point for corner;

South 20 degrees 08 minutes 45 seconds West, a distance of 285.40 feet to a point for corner;

South 64 degrees 05 minutes 45 seconds West, a distance of 120.20 feet to a point for corner;

South 08 degrees 20 minutes 45 seconds West, a distance of 301.10 feet to a point for corner;

North 89 degrees 39 minutes 15 seconds West, a distance of 546.80 feet to a point for corner;

North 86 degrees 27 minutes 15 seconds West, a distance of 420.85 feet to a point for corner;

South 47 degrees 16 minutes 45 seconds West, a distance of 49.31 feet to a point for corner;
South 24 degrees 49 minutes 15 seconds East, a distance of 306.70 feet to a point for corner;
South 06 degrees 20 minutes 45 seconds West, a distance of 308.30 feet to a point for corner;
South 11 degrees 18 minutes 15 seconds East, a distance of 161.25 feet to a point for corner;
South 31 degrees 19 minutes 15 seconds East, a distance of 240.90 feet to a point for corner;
North 86 degrees 42 minutes 15 seconds West, a distance of 1,094.70 feet to a point for corner;
South 80 degrees 54 minutes 45 seconds West, a distance of 242.04 feet to a point for corner;

THENCE North 08 degrees 59 minutes 13 seconds East, a distance of 3,369.03 feet to a capped iron rod set in the north line of said 240.59 acre tract of land, said iron rod being in the south line of a called 394.474 acre tract of land described as Tract 2 in a SWD to A1719, LLC, as recorded in Document No. 2020-28892, O.P.R.D.C.T., from which a one-half inch iron rod found at the northwest corner of said 240.59 acre tract of land bears North 87 degrees 33 minutes 15 seconds West, a distance of 1,166.20 feet;

THENCE South 87 degrees 33 minutes 15 seconds East, a distance of 2,733.00 feet along the north line of said 240.59 acre tract of land and the south line of said 394.474 acre tract of land to a capped iron rod set at the northeast corner of said 240.59 acre tract of land, said iron rod being the southeast corner of said 394.474 acre tract of land and said iron rod being in the west line of F.M. 1385;

THENCE along the east line of said 240.59 acre tract of land and the west line of F.M. 1385, the following courses and distances:

South 01 degrees 32 minutes 45 seconds West, a distance of 1,347.00 feet to a capped iron rod set for corner:

South 12 degrees 36 minutes 50 seconds West, a distance of 79.08 feet to a capped iron rod set for corner;

South 01 degrees 54 minutes 45 seconds West, a distance of 401.00 feet to the **POINT OF BEGINNING** and containing 6,967,038 square feet or 159.941 acres tract of land.

EXHIBIT B

Authorized Improvements

COMMUNITY NAME: DUCK POINT (All 1 Phase)			GROSS ACREAGE:
PHASES: Overall Development			NET ACREAGE:
CITY or TOWN: City of Aubrey ETJ			TOTAL LOTS:
			TOTAL DENSITY:
			LANDPLAN:
			CREATED BY:
			REVIEWED BY:
			CREATED:
			REVISED:
Direct Phase Costs			
	Lot Count	TOTAL	Notes
1 Grading & Site Preparation		440	
		\$ 1,227,098	No MC or Poly
2 Water System		\$ 2,408,461	
3 Sanitary Sewer System		\$ 2,363,922	
4 Drainage System		\$ 2,200,000	
5 Street Improvements		\$ 4,267,134	
6 Turn Lane Improvements		\$ -	
7 Trails		\$ -	
8 Soft Costs		\$ 2,379,661	
9 District Formation		\$ 668,082	
10 Contingency 10%		\$ 1,551,436	
	Total	\$ 17,065,795	
	Cost per Lot	\$ 38,786	
Private Costs			
	Lot Count	TOTAL	Notes
1 Grading & Site Preparation		440	
		\$ 1,122,000	MC & Poly
2 Retaining Walls		\$ 862,840	
3 Dry Utilities		\$ 1,422,500	
4 Amenity Center		\$ 2,000,000	
5 Screening, Landscaping, & Irrigation		\$ -	
6 Entry Monuments		\$ -	
7 Soft Costs		\$ 422,400	
8 Contingency 10%		\$ 582,974	
	Total	\$ 6,412,714	
	Cost per Lot	\$ 14,574	
Major Improvements Costs			
	Lot Count	TOTAL	Notes
1 Grading Improvements		440	
		\$ 501,838	LOMR
2 Water System		\$ 880,870	
3 Sanitary Sewer System		\$ 657,688	
4 Street Improvements		\$ 2,884,742	
5 Turn Lane Improvements		\$ 350,000	
6 Screening, Landscaping, & Irrigation		\$ 1,005,590	
7 Common Area Amenities		\$ 59,000	
8 District Formation		\$ 332,867	
9 Soft Costs		\$ 1,718,101	
10 Contingency 10%		\$ 839,069	
	Total	\$ 9,229,764	
	Cost per Lot	\$ 20,977	
TOTALS			
per lot		\$ 32,708,273	
		\$ 74,337	
40' Lots		0	
50' Lots		440	
60' Lots		0	
Total Lots		440	

** See next sheet for notes

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION OF BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITY TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE

S:\Matthew Dawson\Duck Point\OPC\OPC_Barraza_Duck Point_LP29_REV_All 1 Phs_RES MOD

2/22/2024

1 of 4

EXHIBIT C Concept Plan

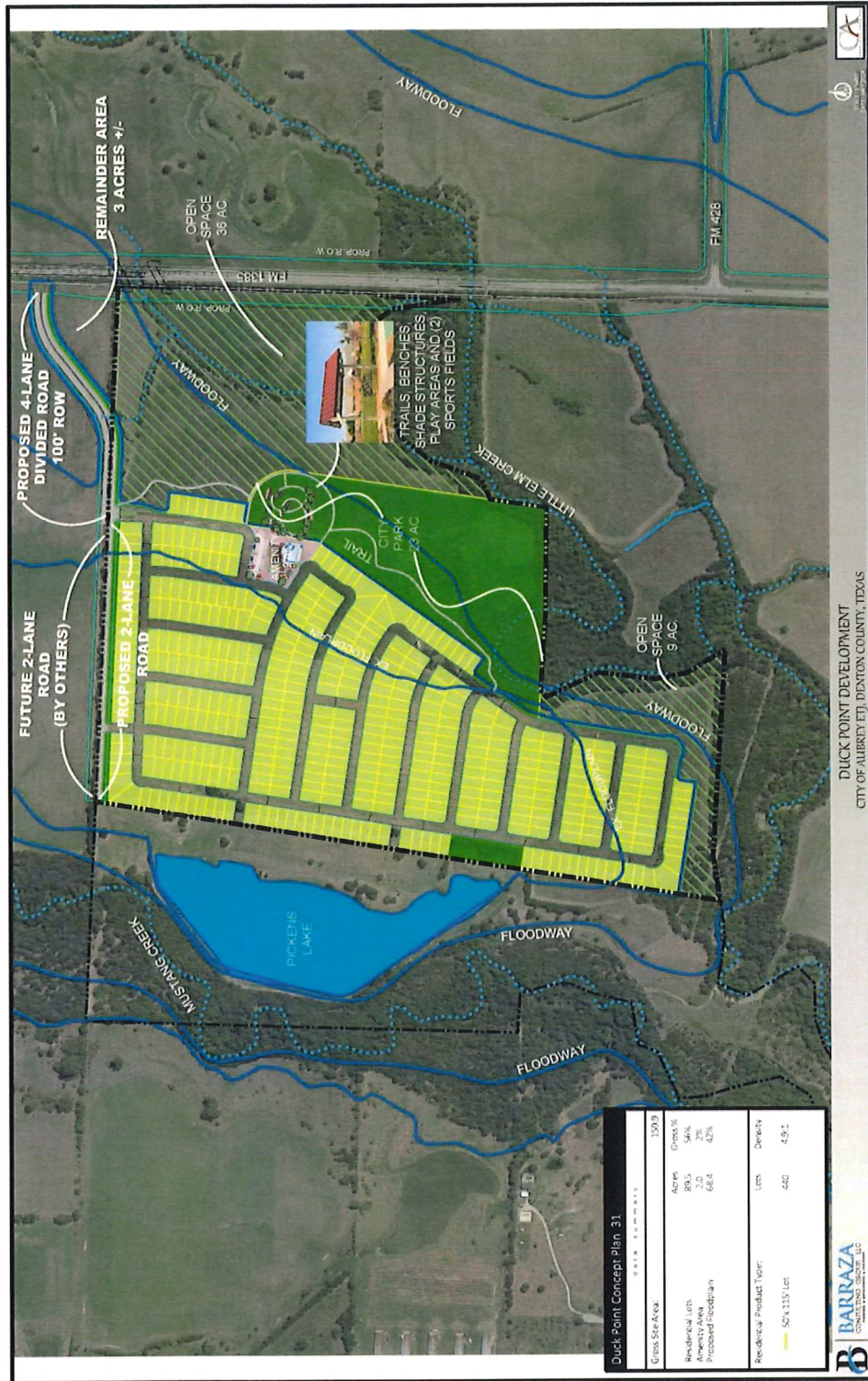


EXHIBIT C-1

Water and Wastewater Improvements

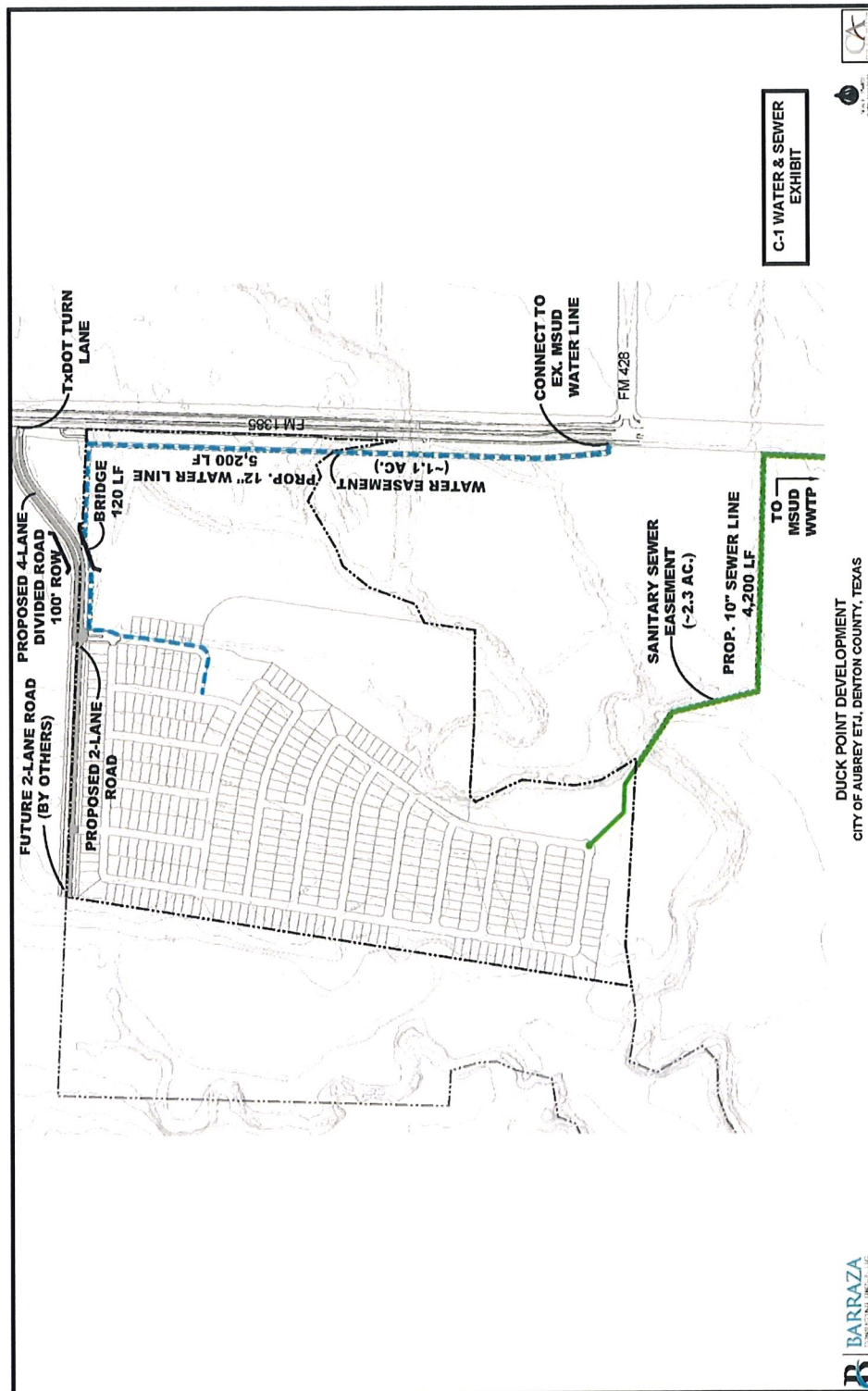
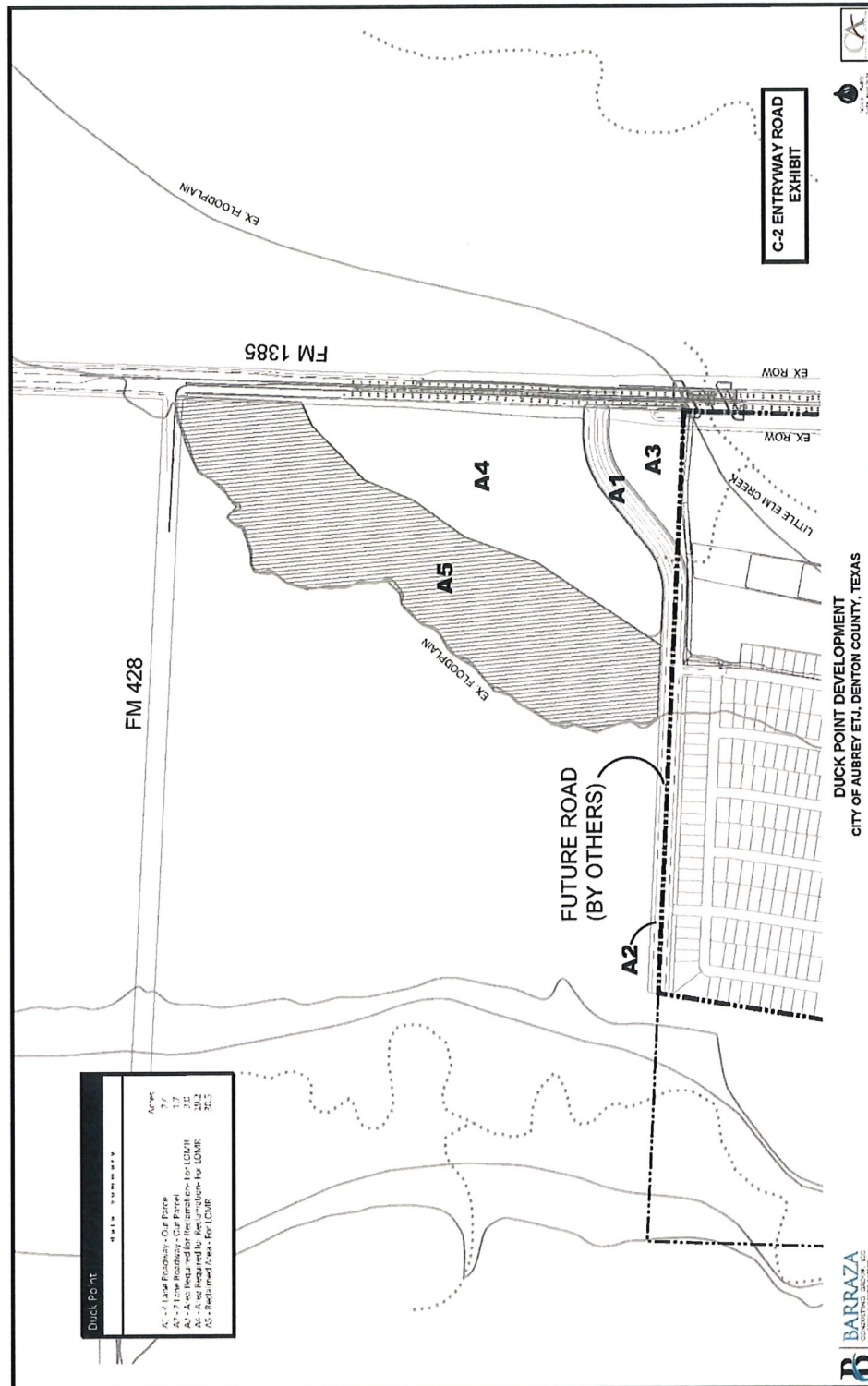


EXHIBIT C-2 Roadway Improvements



PROPOSED 4-LANE DIVIDED ROAD 100' ROW

FUTURE 2-LANE ROAD (BY OTHERS)

PROPOSED 2-LANE ROAD

OPEN SPACE 36 AC

CITY PARK 23 AC

TRAIL

BICYCLE PATH

OPEN SPACE 9 AC

DUCK POINT DEVELOPMENT
CITY OF AUBREY ET AL., DENTON COUNTY, TEXAS

EXHIBIT C-4 Screening Plan

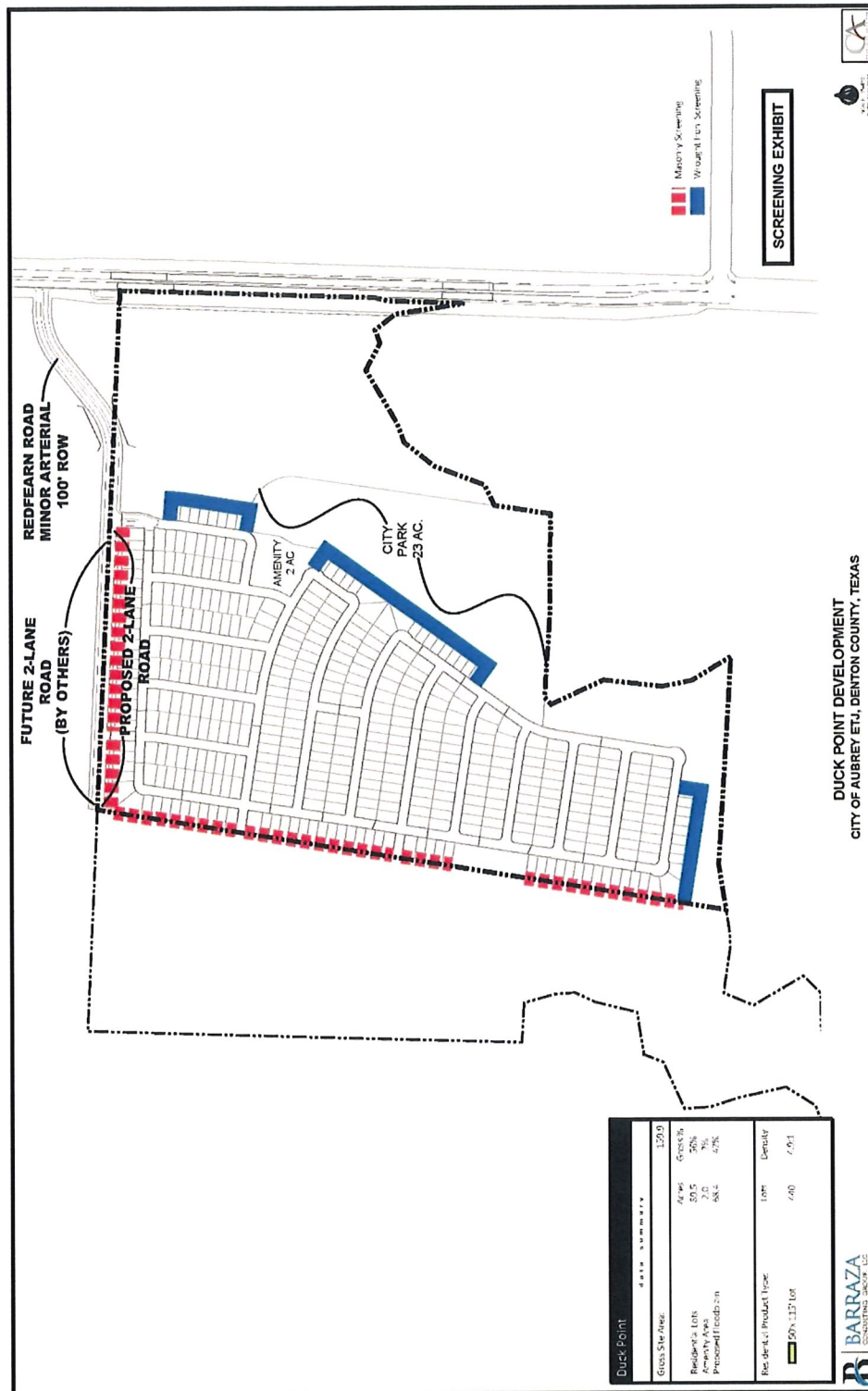


EXHIBIT D
Development Regulations

SECTION 1 BASE DISTRICT

(A) *Single-Family District.* The base zoning district for all single-family development so identified on the concept plan, shown as Exhibit C of the Duck Point Development Agreement (the “Concept Plan”) shall be the SF75 Single-Family Residential 7,500 Square Feet District, as modified herein.

SECTION 2 SINGLE-FAMILY TYPE A

(A) *General purpose and description.* This district provides a slightly higher density single-family housing district in the city. Development in the Single-Family Type A district is limited primarily to single-family dwellings and certain community and recreational facilities to serve residents of the district.

(B) *Permitted Uses.* Lot Type Single-Family Type A shall comply with those uses listed for the SF75 district in the Aubrey Code of Ordinances Chapter 14, Zoning, Exhibit 14A, Zoning Ordinance, Section 12, SF75 – SINGLE-FAMILY RESIDENTIAL 7,500 SQUARE FEET.

- i. In addition to those uses listed above, the following uses are permitted by right:
 - 1. Model homes (inclusive of early permits)
 - 2. Temporary sales offices
 - 3. Temporary construction offices
 - 4. Temporary asphalt batch plants
 - 5. Temporary concrete batch plants
 - 6. Temporary construction yards
 - 7. Temporary Concrete washouts (only when properly constructed and maintained)

(C) *Area, yard, height, and lot coverage requirements*

	Single Family Type A
Maximum height (feet)	45
Side yard width (feet)	5
Rear yard (feet)	15
Front yard (feet)	20
Lot area (square feet)	5,500

Minimum lot width (feet)*	50
Minimum lot depth (feet)	110
Minimum structure size (square feet)	1,200
Maximum lot coverage (%)	53%
Maximum number of residential lots	450 lots

*Minimum lot width to be measured along the building line

SECTION 3 MASONRY REQUIREMENTS

(A) Exterior Wall Masonry. All exterior walls, excluding doors, windows, and window units, shall be comprised of at least forty percent (40%) masonry product. Masonry products shall include stone, brick, cultured stone, and cementitious materials such as Hardy Plank, and stucco. Hardy Plank material shall be limited to fifty percent (50%) of any exterior wall. Siding can be used in limited quantities for upper gable areas that would create a “brick-on-wood” condition; this provision is not intended to reduce the essential 100% masonry requirement for the front wall areas and for homes located where facing, siding, or backing to collectors, major road, open spaces, and amenity centers.

SECTION 4 SUPPLEMENTARY DISTRICT REGULATIONS

(A) Park land and open space. This development shall conform to the City of Aubrey Code of Ordinances, Chapter 10, Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4, PUBLIC SITES AND OPEN SPACES, Section 5, Park Land and Public Facility Dedication, and provide a minimum of twenty-three (23) acres (of which the City Park is included in that minimum amount) to be used as open space, which may include, but is not limited to, passive uses including floodplain and floodway, to meet all open space requirements

- i. The park lands and open space shall be planned in a manner to be an amenity to the development by maintaining the existing natural features as much as possible, including existing trees and waterways. The general location and size shall conform to the Concept Plan.
- ii. Private park lands and open space shall be maintained by a private association.
- iii. A public improvement district may fund the cost of maintenance of private park lands and open space.

(B) City Park. Developer agrees to construct, upon the City Park property, a parking lot providing sufficient area to accommodate fifteen (15) standard parking spots meeting all

requirements of City Regulations, an eight foot (8') walking trail with benches, a shade structure, and two (2) sports fields.

(C) *Park Development Fee/Fund.* A park development fee will be assessed at a rate of \$2,500.00 per dwelling unit for single-family residences. All funds collected in accordance with this section will be deposited in the City of Aubrey's Park Development Trust Fund and used solely for the purchase or leasing of park land and the development and maintenance of same. All budget appropriations from the said Fund will be reviewed and approved by the City Council as part of the annual budget approval process.

(D) *Floodplain dedication.* Developer will dedicate to the City, subject to City's approval and at no cost to the City, within twenty-four (24) months following the recording of a final plat of the Property, any floodplain and floodway as depicted on such final plat for which Developer has not initiated reclamation efforts. For the avoidance of doubt, Developer shall not be required to dedicate any floodplain or floodway that Developer has initiated reclamation efforts, provided, in the event such reclamation efforts are unsuccessful, Developer will, within a reasonable time following Developer's determination that such reclamation efforts are impossible or impractical, subject to City's approval, dedicate such floodplain or floodway.

(E) *Tree mitigation.* A tree preservation plan shall not be required for this development.

(F) *Land disturbance.* An early clearing and grading permit is required by the City and can be applied for once grading plans have been submitted and approved by the City Engineer.

(G) *Property Owners or Homeowners Associations.* Establishment of HOA shall conform to Chapter 10 Subdivision Regulation, Exhibit 10A, Subdivision Ordinance, Article 4 PUBLIC SITES AND OPEN SPACES, Section 4, Property Owners or Homeowners Associations of the City of Aubrey Code of Ordinances.

(H) *Accessory Buildings.* No accessory building/structure shall be erected or placed within five (5) feet from any side or rear lot line. No carports shall be permitted.

(I) *Garages.* Shall be a minimum of 400 square feet and may contain metal/carriage style doors.

(J) *Screening.* For single-family homes adjacent to the Redfearn Road (100 foot right-of-way, Minor Arterial) thoroughfare, the developer shall provide (at his/her expense) a minimum six (6) foot tall masonry screening wall in a ten (10) foot HOA landscape lot. A five (5) foot wall maintenance easement shall be provided along the residential lots common property boundary with the masonry screening wall. A minimum six (6) foot masonry screening wall, with a five (5) foot wall maintenance easement on the residential lots, shall be provided by the developer along the western property boundary through the southernmost residential lot. A minimum six-foot tall wrought iron fence shall be provided

for home backing to open space. Specific locations and types shall adhere to the Screening Exhibit. All other fences shall be wood, builder fences.

SECTION 5 TECHNICAL CONSTRUCTION STANDARDS AND SPECIFICATIONS

- (A) *Streets.* The construction, arrangement, character, extent, width, grade and location of all streets shall conform to the City of Aubrey Code of Ordinances Chapter 10, Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 3, SUBDIVISION DESIGN STANDARDS, Section 1, Streets and Aubrey's Technical Construction Standards and Specification (TCSS) Manual as amended, except as otherwise provided for in this document.
- (B) *Approach Streets and Access.* All Subdivisions must have at least two points of vehicular access, and must be connected via improved Streets (Streets that meet the City Standards) to the City's improved Thoroughfare and Street system by one or more Approach Streets of such dimensions and improved to such standards as required herein. All residential Subdivisions shall provide no less than one entrance for each 100 lots including stubs for future development and in no case shall have more than 200 lots for each connection to an existing Street.
- (C) *Maximum and Minimum Length of Block or Street Segments.* The maximum length of any block or Street segment, including a looped Street, shall be 1,000 feet and the minimum length of any block or Street segment shall be 400 feet, as measured along the Street centerline and between the point(s) of intersection with other through Streets. A Cul-De-Sac or Dead-End Street shall not be considered a through street. The Block Length is not measured along the side of a block that does not include the front of any Lot.
- (D) *Street Lights.* Street light locations and installations shall be coordinated by the Subdivider with the power company and the City. Street lighting shall conform to the latest edition of the Illuminating Engineering Society Handbook. Street lights shall be as manufactured by Kim Standards or a comparable street light approved by the Director of Public Works. Street lights shall be installed a maximum distance of 600 feet apart, at intersections, and at the ends of Cul-de-sacs. The Subdivider shall pay for the electricity used by the Street lights until building permits are issued for 80% of the lots, after which time the City shall pay for the cost of electricity used.
- (E) *Street Names and Signs.* Shall conform to the City of Aubrey Code of Ordinances, Chapter 10 Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 5, IMPROVEMENTS REQUIRED PRIOR TO ACCEPTANCE OF SUBDIVISION, Section 4, Street Names and Signs and Aubrey's Technical Construction Standards and Specification (TCSS) Manual as amended, except as otherwise provided in this document.
- (F) *Storm Drainage.* Stormwater collection and conveyance systems shall conform to the City of Aubrey Code of Ordinances Chapter 10, Subdivision Regulation, Exhibit 10A

Subdivision Ordinance, Article 3, SUBDIVISION DESIGN STANDARDS, Section 11, Storm Water Collection and Conveyance Systems and Aubrey's Technical Construction Standards and Specification (TCSS) Manual as amended, except as otherwise provided in this document.

(G)*Detention.* Stormwater detention shall conform to the City of Aubrey's Technical Construction Standards and Specification (TCSS) Manual as adopted at time of recordation of this document and the City of Aubrey Code of Ordinances, Chapter 10, Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 3, SUBDIVISION DESIGN STANDARDS, Section 11, Storm Water Collection and Conveyance Systems.

(H)*Solid Waste.* The City shall provide solid waste management services to the Property.

(I) *Retaining Wall Requirements, Construction Regulations, and Design Criteria.* Use of retaining walls shall be minimized in the development. All retaining walls shall conform to the City of Aubrey Code of Ordinances, Chapter 10 Subdivision Regulation, Exhibit 10A Subdivision Ordinance, Article 5, IMPROVEMENTS REQUIRED PRIOR TO ACCEPTANCE OF SUBDIVISION, Section 6, Retaining Wall Requirements, Construction Regulations, and Design Criteria.

EXHIBIT E

HOME BUYER DISCLOSURE PROGRAM

The PID Administrator for the Duck Point Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PID on the City's web site.

The Developer and the PID Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT F

LANDOWNER AGREEMENT

CONSENT AND AGREEMENT OF LANDOWNER

[TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PHASE]

This Consent and Agreement of Landowner is issued by MM Aubrey 160, LLC, a Texas limited liability company as the landowner (the "Landowner") who holds record title to all property located within the Duck Point Public Improvement District (the "PID") created by the City of Aubrey pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City's ordinance levying assessments on property within the PID, dated _____, 2024, including the Service and Assessment Plan and Assessment Rolls attached thereto (the "Assessment Ordinance").

Landowner(s) hereby declare and confirm that they collectively hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on **Exhibit A**, attached hereto and incorporated herein. Landowner(s) hereby consent to the Covenants, Conditions and Restrictions set forth in **Exhibit B** attached hereto and incorporated herein. Further, Landowner(s) hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowner, regardless of whether such Landowner may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.
9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. As of the date hereof, all notices required to be provided to Landowner under the PID Act have been received and to the extent of any defect in such notice, Landowner hereby waives any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Denton County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property. Provided, Landowner, by acknowledging such items will be recorded and become a lien and encumbrance, is not committing to be responsible for the recording of such items or the delivery of such items to the City.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowner within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of the date of this Consent and Agreement of Landowner.

IN WITNESS WHEREOF, the undersigned has caused this Consent of Landowner to be executed as of _____, 2024.

MM Aubrey 160, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2024 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Aubrey, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

EXHIBIT A TO LANDOWNER AGREEMENT

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

EXHIBIT B TO LANDOWNER AGREEMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").
- B. The City Council of the City of Aubrey, Texas (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Duck Point Public Improvement District (the "District") by the then record owners taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Denton County) in the area requested to be included in the District and the record owners of taxable real property that constitute more than fifty percent (50 %) of all of the area of all taxable real property that are liable for assessment within the area requested to be included in the District, created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (the "Assessments") on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declaration, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of Denton County, Texas.
4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice as required by Section 5.014 of the Texas Property Code, as amended.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER:

MM Aubrey 160, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2024 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Aubrey, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

EXHIBIT G

CERTIFICATION FOR PAYMENT FORM

PAYMENT CERTIFICATE NO. _____ (“PAYMENT CERTIFICATE”)

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the “Indenture”) relating to the “City of Aubrey, Texas, Special Assessment Revenue Bonds, Series 2024 (Duck Point Public Improvement District Project)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meaning ascribed to them in the Indenture. MM Aubrey 160, LLC, a Texas limited liability company (the “Developer”) requests payment to the Developer (or to the person designated by the Developer) from the Authorized Improvement Account of the Project Fund from _____, N.A., (the “Trustee”), in the amount of _____ (\$_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Duck Point Public Improvement District.

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

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Payment Certificate on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Development Agreement; and (ii) are consistent with and within the cost identified for such Authorized Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the Duck Point Public Improvement District and has no outstanding delinquencies for such Assessments.
6. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

7. The work with respect to the Authorized Improvement(s) referenced below (or its completed segment) has been completed and the City has inspected such Authorized Improvement(s) or completed segment.
8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Authorized Improvement	Total Cost Authorized Improvement	Budgeted Cost of Authorized Improvement	Amount requested be paid from the Authorized Improvement Account

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments. Also attached hereto are “all bills paid” affidavits or “conditional all bills paid” affidavits, as applicable, and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with City approved plans and all applicable governmental laws, rules, City Regulations as defined in the Development Agreement.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

MM Aubrey 160, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayedi
Its: Manager

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Authorized Improvement Account of the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Authorized Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Authorized Improvement Account
\$ _____	\$ _____

CITY OF AUBREY, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT H

CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund] [the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of _____ DOLLARS (\$ _____) for costs incurred in the establishment, administration, and operation of the Duck Point Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Authorized Improvement Costs incurred by Developer with the establishment of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Bond Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

By: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

CITY OF AUBREY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Planning and Zoning Commission Meeting Minutes

Aubrey City Hall
107 S. Main St
Aubrey, TX
76227
June 13, 2024
6:00 PM



The meeting was called to order at 6:00 p.m.

Present:

Candace Stone
Don Smith
Sina Tidwell
Kyle Kennedy
Nicole Shaw (Alternate)

Absent:

Christal Johnson
Brittney Murray
Karen Skinner
Chuck Fuller (Alternate)

Staff Present: City Secretary Jenny Hicks, Attorney Heather Shankle, Development Services Director Leanne Wilson, CIP & Permits Manager Shanda Guffee

Commissioner Tidwell offered the Invocation & Commissioner Smith led the Pledge of Allegiance.

Community Announcements: None

Citizen Input: None

New Business: New items requested for consideration.

1. Consideration and action on the Minutes of the May 9, 2024 meeting.

Commissioner Smith made a motion to approve the May 9, 2024 meeting minutes. Commissioner Kennedy seconded. Motion carried unanimously.

2. Consideration and action for site plan approval for Shop at High Meadows, Lot 4R1, Block A of the Garland Wilson Addition, located at the southwest corner of the intersection of E. Highmeadow Drive and Betty Lane, City of Aubrey, Denton County, Texas. *(CLR Realty Group, LLC)*

City Planner Cate Ball provided information.

Lauren Helmberger and Jeramy Williams, representing the project, were present via videoconference.

Commissioner Smith made a motion to approve the site plan with the following four conditions:

1. City Council approval of expenditure of funds for public drainage improvements along E. Highmeadow Dr to address current drainage issues in the area. (Per Chapter 10, Subdivision Ordinance, Article 1, Section 11, Proportionality.)
2. The owner shall pay their share for any drainage upside needed to the existing drainage that comes from the proposed development for Shops at Highmeadows. (Per Chapter 10, Subdivision Ordinance, Article 1, Section 11, Proportionality; and Article 2 Section 1.01.c.)
3. Owner / applicant to address the comments of the City Engineer's review of the civil plans. (Per Chapter 10, Subdivision Ordinance, Article 1, Section 11, Proportionality.)
4. Agreement on recommend landscaping modifications. (Per Chapter 14, Section 23.F.4)
 - a. Staff does not encourage the planting of trees within a water utility easement.

Commissioner Kennedy seconded. Motion carried unanimously.

3. Conduct a public hearing, consider, and make a recommendation to City Council regarding an amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, Section 6. Conditional Uses and Specific Use Permits, to provide for regulations for Alcoholic Beverage Sales through a Specific Use Permit (SUP) and amending Section 15. GR-General Retail, Section 16. SC-Shopping Center, Section 17. C-Commercial, Section 18. IND- Industrial, and Section 20. PD-Planned Development District to provide for regulations for Alcoholic Beverage Sales by Specific Use Permit. *(City of Aubrey)*

City Planner Helen-Eve Beadle provided information.

The public hearing was opened at 6 p.:19 p.m. and closed at 6:19 p.m.

There were no speakers.

**Commissioner Stone made a motion to approve the Zoning amendment.
Commissioner Shaw seconded. Motion carried unanimously.**

4. Conduct a public hearing, consider, and make a recommendation to City Council regarding a Specific Use Permit request to allow for the sale of alcoholic beverages in conjunction with a restaurant use for Brothers Mexican Restaurant, 1001 Highway 377, Suite 109, City of Aubrey, Denton County, Texas. (*Brothers Mexican Restaurant, Jorge Perez*)

City Planner Helen-Eve Beadle provided information.

The public hearing was opened at 6:23 p.m. and closed at 6:24 p.m.

There were no speakers.

**Commissioner Kennedy made a motion to approve the Specific Use Permit.
Commissioner Tidwell seconded. Motion carried unanimously.**

The meeting was adjourned at 6:24 p.m.

**PASSED and APPROVED by the Planning and Zoning Commission of the City of
Aubrey, Texas this 11th day of July, 2024.**

Sina Tidwell, Commission Chair

ATTEST:

Jenny Hicks, City Secretary