Planning and Zoning Commission Meeting

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
November 14, 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.

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 can hear comments and see presentations. 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. Hold a public hearing, consider, and make a recommendation to City Council regarding a Specific Use Permit request for a wine and malt beverage retailer's on-premise permit in conjunction with a restaurant use for the property located at 200 S. Main, Aubrey, Denton County, Texas. (Upper Park Café)

2. Consider and make a recommendation to City Council regarding a Preliminary Plat for Duck Point containing 448 residential lots, eight (8) non-residential lots, one (1) city park lot, and two (2) city lots in approximately 159.939 acres of land out of the Frederick H. Pollard Survey, Abstract No. 995, City of Aubrey, Denton County, Texas (*MM Aubrey 160, LLC*)

3. Consider and make a recommendation to City Council regarding a Site Plan Application for a pole sign for Prator Addition, Block A, Lot 3, City of Aubrey, Denton County, Texas. (*Mr. Green's Car Wash*)

4. Consider and make a recommendation to the City Council regarding a Final Plat approval of Sandbrock Ranch, Phase 13, containing 282 residential lots, 9 common area lots, and 1 amenity center within 82.756 acres out of the Frederick Pollard Survey, Abstract No. 995 and William Lumpkin Survey, Abstract No. 730 within the City of Aubrey ETJ, Denton County, Texas. (*Horizon / Deer Creek Development Corp. and The Denton County Municipal Utility District No. 6*)

5. Consideration and action on approval of minutes of the October 10, 2024 Planning & 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.

Planning and Zoning Commission Meeting
Staff Report
November 14, 2024

Agenda Item
Hold a public hearing, consider, and make a recommendation to City Council regarding a Specific Use Permit request for a wine and malt beverage retailer's on-premise permit in conjunction with a restaurant use for the property located at 200 S. Main, Aubrey, Denton County, Texas. (Upper Park Café)

Staff Contact
Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary

Owner:	Jessic Thurman
Existing Zoning:	GR-General Retail

Upper Park Café has applied for a Specific Use Permit (SUP) for the sale of wine and malt beverage retailer's on-premise permit in conjunction with a restaurant use. The TABC application requires a municipality to approve a permit stating the location is approved for the legal sale of alcoholic beverage per the City's Zoning Ordinance.

The property is currently zoned GR-General Retail and the SUP process allows granting of the permit for the sale of wind and malt beverages with a retailer's on-premise permit in conjunction with a restaurant use in the GR district. The Criteria for Approval, Denial, and Additional Conditions for approving an SUP are included as an attachment to this agenda item. The Criteria required the Police Chief to review the application related adequate number of qualified employees for security purposes. The Police Chief has reviewed the application and does not have any concerns.

Notifications:
Notifications as required by Texas Local Government Code and the City of Aubrey Zoning Ordinance were provided.
At the time of agenda report submission, no letters either for or against the SUP application have been received.

Attachments:
1. Location Notification Map
2. Layout of Restaurant
3. TABC Application
4. City of Aubrey Criteria for Alcoholic Beverage Sale SUP Requirements

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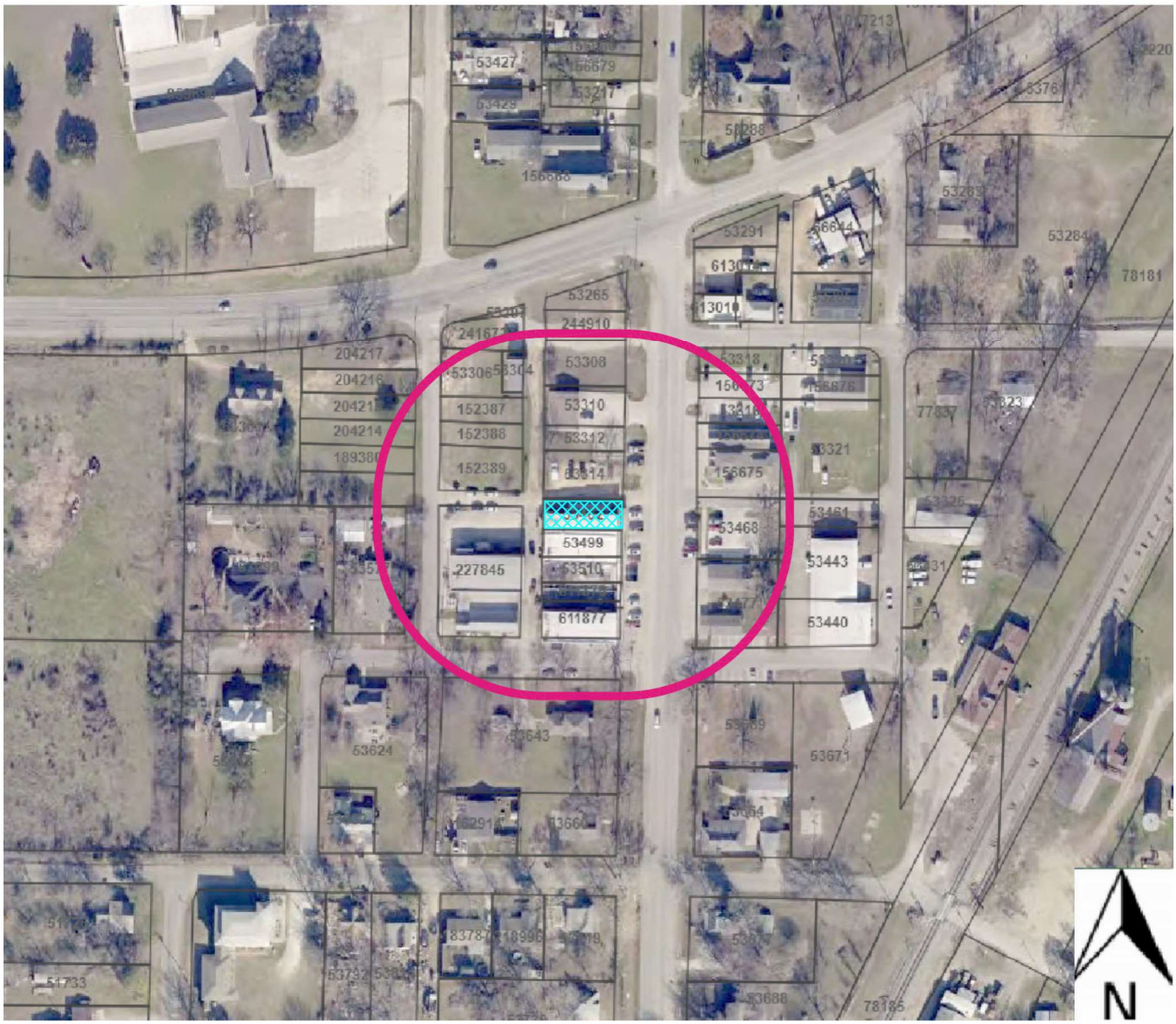
Financial Summary
NA

Staff Recommended Action
Approve

Staff Recommended MotionRecommendation:
Staff recommends approval of the SUP for the sale of wine and malt beverage retailer’s on-premise permit in conjunction with a restaurant.

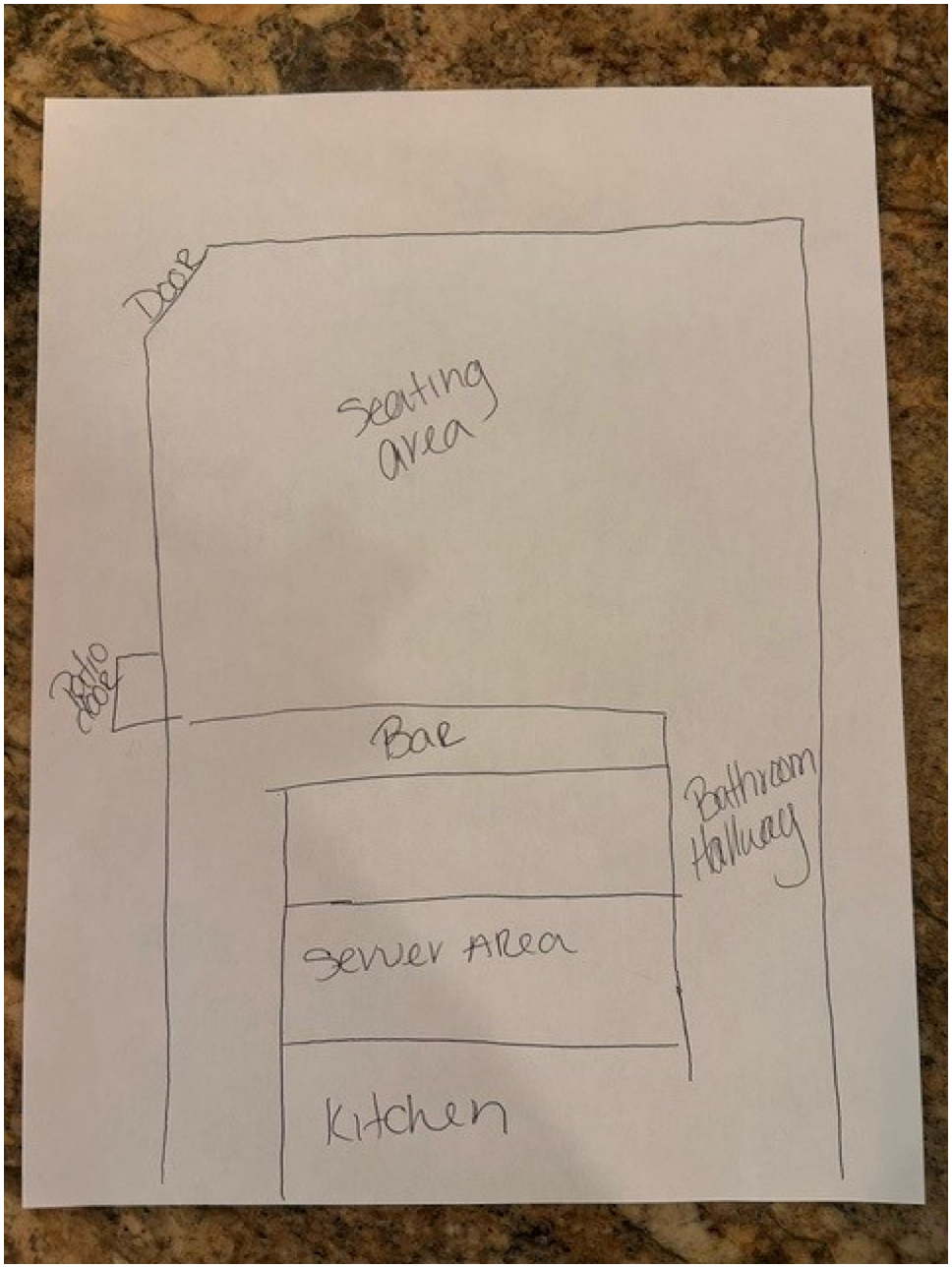
Action Options:
The Planning and Zoning Commission may recommend to the City Council:

1. Approve the SUP for alcoholic beverage sales for a wine and malt beverage retailer's on-premise permit in conjunction with a restaurant use;
2. Approve the SUP for alcoholic beverage sales for a wine and malt beverage retailer's on-premise permit in conjunction with a restaurant use with additional conditions; or
3. Deny the SUP for alcohol beverage sales for a wine and malt beverage retailer's on-premise permit in conjunction with a restaurant use.



NOTIFICATION MAP FOR:

Public Hearing: An amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas, and the official Zoning Map of the City as requested in an application for a change in zoning on property zoned as GR – General Retail to provide for the addition of a Specific Use Permit (SUP) to allow for alcoholic beverage sales for a Wine and Malt Beverage Retailer's On-Premise Permit (BG) in conjunction with a restaurant use for the property located at 200 S. Main, Aubrey, Denton County, Texas. (Upper Park Cafe)


Door
Seating area
Patio door
Bar
Bathroom Hallway
Server Area
Kitchen

Document reference ID : 396901

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	396901
Applicant Name:	Upper Park Cafe LLC
License Type applied for:	Wine and Malt Beverage Retailer's On-Premise Permit (BG)

Entity Information

Business Structure:	Limited liability company
FEIN/SSN Number:	461445394
Member Managed or Manager Managed:	Manager Managed
Historically Underutilized Business:	No
Veteran-owned business:	No
Fraternal Owned:	No
Secretary of State Filing Number:	801667148
Date Filed:	11/20/2012
Filing State:	TX

Initial Application Information

Authority Type:	I am a principal or authorized user with binding authority
Prefix:	Mrs
Legal First Name:	Jessica
Legal Middle Name:	Lynn
Legal Last Name:	Thurman
Email Address:	upperparkcafe@myyahoo.com
Phone Number:	940-783-7559

Principal Parties

Principal Parent Entity	Principal Party	Role	Ownership %
Upper Park Cafe LLC	Jessica Thurman	Member	100

CITY OF AUBREY

Criteria for Alcoholic Beverage Sales SUP

The SUP for alcoholic beverage sales Criteria for Approval requires the following list of requirements:

- Traffic/Congestion: The proposed location is an existing retail shopping center.
- TABC Compliance: Applicant has submitted the TABC application.
- Type of Establishment: A restaurant with over fifty-five percent (55%) of sales from food.
- Security: The owner/operator shall provide adequate number of employees for security and consult with Police Chief/Director for determination of number of qualified employees to meet obligation.
- Parking: The proposed location is an existing retail shopping center with adequate parking.
- Environmental Requirements: The owner/operator shall comply with nuisance ordinances.
- Expiration: Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership to the property and/or business, change in tenant of the lease space, upon the revocation, termination, or expiration of the certificate of occupancy, and/or ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the Zoning Ordinance, as amended.
- Compliance with Subdivision Ordinance: The site is a developed/platted property.
- Restaurant Proximity: The proposed location is not within 300 feet (measured in a direct line from property boundaries) of a public school, private school, church, day-care center, child-care facility, or public hospital.

The SUP for alcoholic beverage sales Criteria for Denial are as follows:

- The City Council may deny an SUP if it affirmatively determines that the issuance of such SUP:
- Is incompatible with the surrounding uses or property; or
- Is detrimental or offensive to the neighborhood or contrary to the health, safety, and general welfare of the city and its inhabitants; or
- Is found to be in noncompliance with any city ordinances, including without limitation failure to comply with any one or more of the provisions of this Section.

Additional Conditions:

The City Council may attach additional development conditions, or grant specific waivers to applicable code requirements, to the Specific Use Permit application that the Council, in its discretion, determines are appropriate for buffering, safety, security, and compatibility for and to adjacent properties.

Planning and Zoning Commission Meeting
Staff Report
November 14, 2024

Agenda Item
Consider and make a recommendation to City Council regarding a Preliminary Plat for Duck Point containing 448 residential lots, eight (8) non-residential lots, one (1) city park lot, and two (2) city lots in approximately 159.939 acres of land out of the Frederick H. Pollard Survey, Abstract No. 995, City of Aubrey, Denton County, Texas (*MM Aubrey 160, LLC*)

Staff Contact
Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary
The City of Aubrey City Council approved a Development Agreement for the subject property on May 23, 2024 for a single family development. On July 25, 2024 the City Council annexed and zoned the property as a PD-Planned Development District to provide for a single family development that included standards for residential lots, an amenity center lot, a city park lot, and two (2) floodplain/floodway lots to be owned and maintained by the City of Aubrey. A Preliminary Plat is th next step in the development process.

The Preliminary Plat consists of 448 residential lots, eight (8) non-residential lots, one (1) city park lot, and two (2) city lots. Property access shall be provided by an offsite roadway, Redfearn Drive. A Development Agreement will be required to ensure the roadway is constructed and improvements accepted before the Final Plat is filed.

The Preliminary Plat for the Duck Point subdivision is recommended for approval subject to the following conditions:

1. Verify spelling of Survey in Owner's Certification and Title Block, Frederick or Fredrick;
2. The requested temporary turn-around at west property boundary for Redfearn Road or a barricade at Waddle Way is under review;
3. Development Agreement(s) for Off-site Infrastructure shall be required to secure the off-site roadway improvements for Redfearn Road that are necessary to support the access to this subdivision;
4. Homeowners' Association documents shall be submitted for review with the civil plans prior to submission of the Final Plat;
5. Landscape and screening plans shall be submitted for review with the civil plans prior to submission of the Final Plat;
6. Floodplain reclamation shall be approved by required jurisdictions;
7. The City Engineer review dated October 23, 2024 shall be addressed and plans corrected;
8. The City Planner review dated October 30, 2024 shall be addressed and plans corrected; and
9. A response letter from the applicant shall accompany the resubmission addressing the noted items for correction from the City Engineer and City Planner.

Attachments:

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1. Duck Point Preliminary Plat, October 30, 2024
2. Duck Point Preliminary Plat, Birkhoff, Hendricks, & Carter, LLP review October 23, 2024
3. Duck Point Preliminary Plat, HE Planning+Design, LLC review October 30, 2024
4. Duck Point PD Ordinance
5. Duck Point Development Agreement

Financial Summary
NA

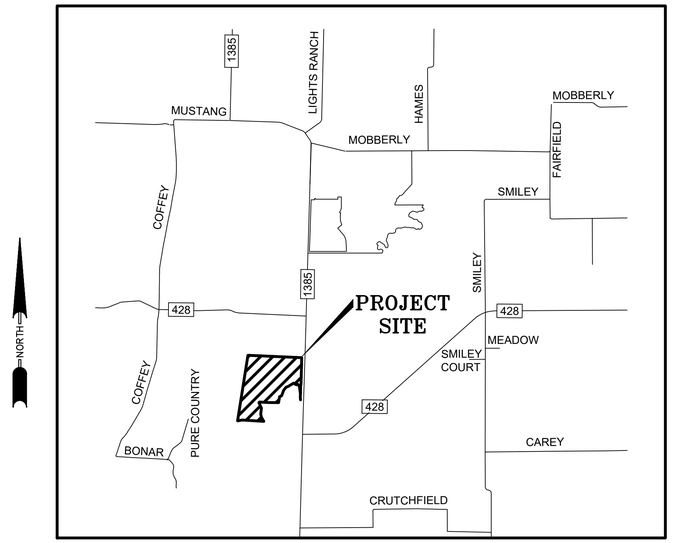
Staff Recommended Action
Approve with Conditions

Staff Recommended Motion
The Planning & Zoning Commission may:
1. Recommend the Preliminary Plat to City Council for approval subject to the conditions outlined in this report and included in the City Engineer's and City Planner's reviews;
2. Recommend the Preliminary Plat to City Council for approval subject to additional conditions; or
3. Recommend the Preliminary Plat to City Council for denial.

PRELIMINARY DEVELOPMENT PLANS
FOR
DUCK POINT DEVELOPMENT
CITY OF AUBREY ETJ
DENTON COUNTY, TEXAS

NO.	DATE	REVISION

DUCK POINT DEVELOPMENT



LOCATION MAP
N.T.S.

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
0.00	COVER
0.01	PRELIMINARY PLAT
0.02	PRELIMINARY PLAT
0.03	PRELIMINARY PLAT
0.04	PRELIMINARY PLAT
0.05	PRELIMINARY PLAT
0.06	PRELIMINARY PLAT
1.00	PRELIMINARY KEY MAP PAVING
1.01	PRELIMINARY PAVING PLAN
1.02	PRELIMINARY PAVING PLAN
1.03	PRELIMINARY PAVING PLAN
1.04	PRELIMINARY PAVING PLAN
1.05	PRELIMINARY PAVING PLAN
1.06	PRELIMINARY PAVING PLAN
1.07	PRELIMINARY PAVING PLAN
1.08	PRELIMINARY PAVING DETAILS
2.01	PRELIMINARY WATER
2.02	PRELIMINARY WATER
2.03	PRELIMINARY WATER
3.01	PRELIMINARY SANITARY SEWER
3.02	PRELIMINARY SANITARY SEWER
3.03	PRELIMINARY SANITARY SEWER
4.01	DRAINAGE AREA MAP
4.02	DRAINAGE AREA MAP
4.03	DRAINAGE AREA MAP
4.04	DRAINAGE AREA MAP
4.05	DRAINAGE AREA MAP
4.06	DRAINAGE AREA MAP

ENGINEER:

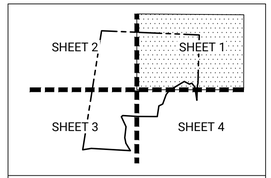
BARRAZA CONSULTING GROUP, LLC
801 EAST CAMPBELL ROAD
SUITE 650, RICHARDSON, TX 75081
TEL. NO. 214-484-7055
TBPELS FIRM LIC. 20683

DEVELOPER:

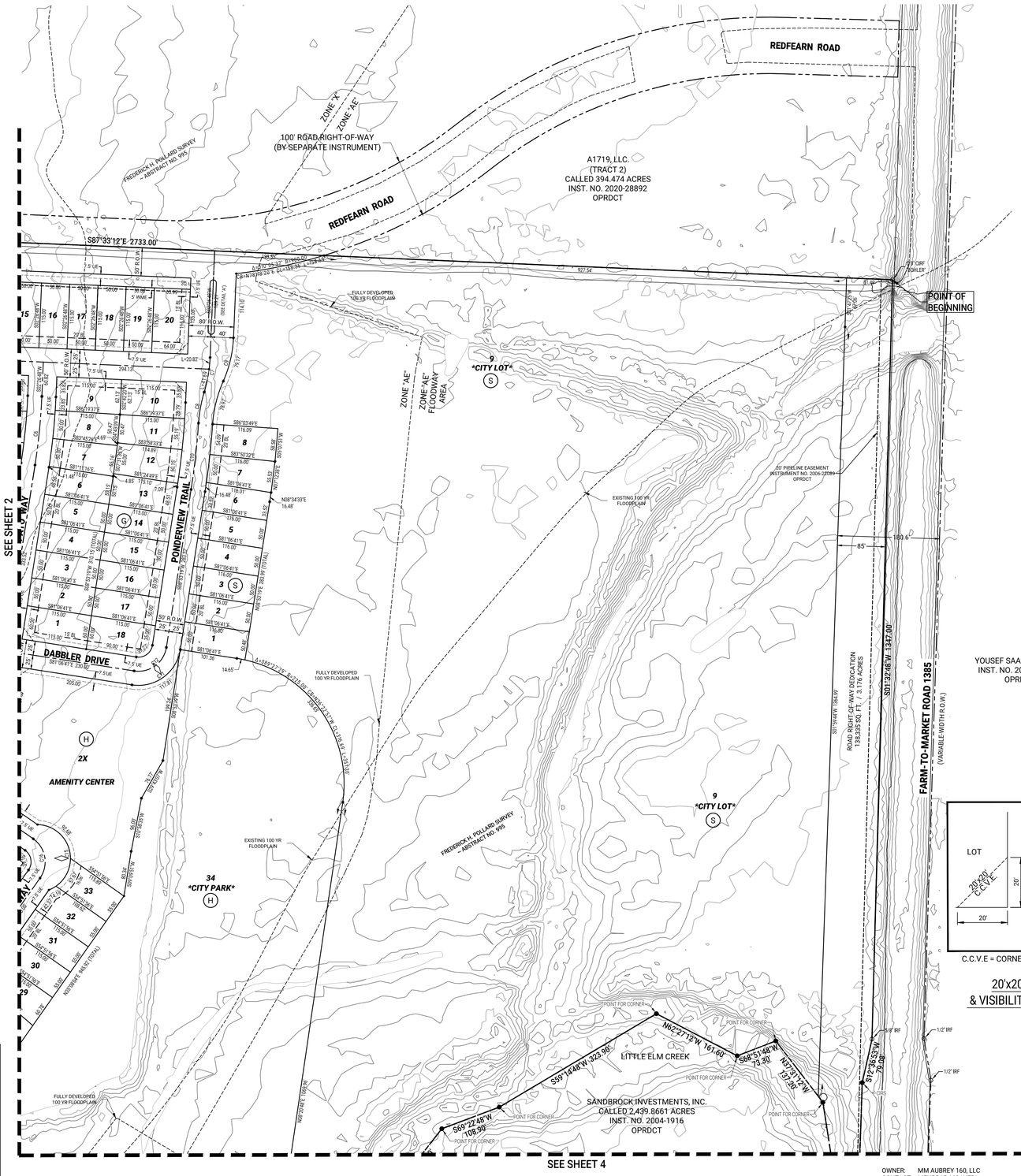
CENTURION AMERICAN
CENTURION AMERICAN DEVELOPMENT GROUP
1800 VALLEY VIEW LANE, SUITE 300
DALLAS, TX 75234

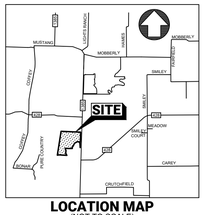
STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED
PROFESSIONAL ENGINEER
10/29/2024

OCTOBER 2024



KEY MAP
(NOT TO SCALE)

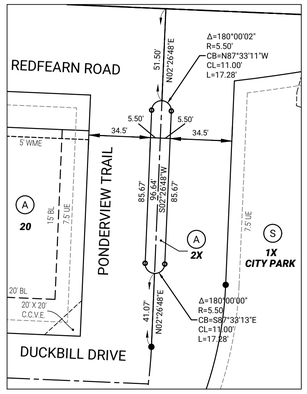




LOCATION MAP
(NOT TO SCALE)

DETAIL "A"

SCALE: 1"=40'



LINETYPE LEGEND:

- BOUNDARY LINE
- PROP. R.O.W. LINE
- PROP. LOT LINE
- PROP. ROAD CL
- BUILDING LINE
- EASEMENT LINE
- ABSTRACT LINE

LEGEND

IRF	IRON ROD FOUND
CIRS ●	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
CIRF ○	CAPPED IRON ROD FOUND
ESMT	EASEMENT
LS	LANDSCAPE EASEMENT
DCEC	DENTON COUNTY ELECTRIC COOPERATIVE, INC.
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
VE	VISIBILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
WLE	WATER LINE EASEMENT
SSE	SANITARY SEWER EASEMENT
LS&DE	LANDSCAPE & DRAINAGE EASEMENT
BL	BUILDING LINE
RP	RADIUS POINT
HOA	HOME OWNERS ASSOCIATION
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
INST. NO.	INSTRUMENT NUMBER
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
PRDCT	PUBLIC RECORDS, DENTON COUNTY, TEXAS
Ⓐ	SUBDIVISION BLOCK
◇	DENOTES STREET NAME CHANGE

NOTES:

1. WATER SERVICE AND SANITARY SEWER SERVICE TO BE PROVIDED BY MUSTANG SPECIAL UTILITY DISTRICT.
2. UTILITY PROVIDERS:

(A) ELECTRIC & GAS SERVICE: COSERV
7701 SOUTH STEMMONS
CORINTH, TEXAS 76210
1-800-274-4014

(B) TELEPHONE SERVICE: AT&T
2301 RIDGEVIEW DRIVE
PLANO, TEXAS 75025
(972) 569-3084

(C) WATER & SANITARY SEWER UTILITY SERVICE:
MUSTANG SPECIAL UTILITY DISTRICT
7985 FM 2931
AUBREY, TEXAS 76227
(904) 440-9561

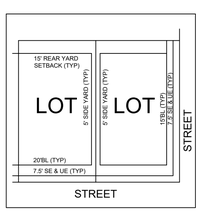
3. SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
4. THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT ARE THE RESPONSIBILITY OF THE CITY OF AUBREY.
5. THE CITY OF AUBREY AND/OR DENTON COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF AUBREY FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.
6. ALL UTILITY EASEMENTS FOR FRANCHISE DRY UTILITIES SHOWN HEREON ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF THE FRANCHISE DRY UTILITIES UNLESS OTHERWISE NOTED.
7. LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS. OWNERSHIP AND MAINTENANCE OF "X" LOTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION (HOA). (LOTS 1X & 2X BLOCK A, LOTS 1X & 2X BLOCK B, LOTS 1X & 2X BLOCK H, LOT 1X BLOCK K, AND LOT 1X BLOCK R).
8. LOT 34, BLOCK H (CITY PARK), AND FLOODPLAIN AND FLOODWAY LOTS AS DEPICTED (LOT 9, BLOCK S, & LOT 36, BLOCK R), ARE HEREBY DEDICATED TO THE CITY OF AUBREY.
9. MAINTENANCE OF WALL MAINTENANCE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION (HOA).
10. ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
11. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS.
12. THE CITY OF AUBREY AND/OR DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
13. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS.
14. **SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ZONE AE (SHADED) AND ZONE AE (FLOODWAY AREAS) (ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, NUMBER 48121C0270G, REVISION DATE APRIL 18, 2011.
15. NO CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE CITY OF AUBREY SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FOOT ABOVE THE 100-YEAR FLOOD ELEVATION.
16. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 ~ NORTH CENTRAL ZONE NO. 4202 - NAD 83. (ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849393).

CURVE TABLE

CURVE #	DELTA	RADIUS	CH. BEARING	CH. LENGTH	LENGTH
C1	150°50'04"	60.00	S50°35'12"W	116.13'	157.95
C2	083°33'29"	50.00	S50°40'03"W	66.63'	72.92
C3	006°26'31"	250.00	N05°40'03"E	28.09'	28.11
C4	006°26'31"	530.00	N05°40'03"E	59.56'	59.59
C5	006°26'31"	810.00	N05°40'03"E	91.02'	91.07
C6	006°26'31"	1090.00	N05°40'03"E	122.49'	122.55
C7	014°19'31"	250.00	N09°36'33"E	62.34'	62.51
C8	012°50'08"	250.00	N10°21'14"E	55.89'	56.01
C9	021°35'59"	210.00	N13°14'47"E	78.70'	79.17
C10	004°57'08"	1370.00	N06°24'45"E	118.38'	118.41
C11	090°00'00"	75.00	N53°53'19"E	106.07'	117.81
C12	090°00'00"	50.00	N53°53'19"E	70.71'	78.54
C13	020°29'18"	250.00	N19°07'58"E	88.92'	89.40
C14	009°32'19"	250.00	N13°39'28"E	41.57'	41.62
C15	157°07'04"	60.00	N09°52'02"W	117.62'	164.53
C16	089°44'36"	50.00	N09°44'14"W	70.55'	78.32
C17	157°06'38"	60.00	N80°07'56"E	117.61'	164.53
C18	090°17'50"	50.00	N80°16'59"E	70.89'	78.80
C19	157°07'12"	60.00	N09°52'06"W	117.62'	164.54
C20	089°33'15"	50.00	N09°38'34"W	70.44'	78.15
C21	026°14'45"	250.00	N67°59'19"W	113.52'	114.52
C22	018°49'23"	250.00	N71°42'00"W	81.76'	82.13
C23	157°06'53"	60.00	N53°53'19"E	117.61'	164.53
C24	090°00'00"	50.00	N53°53'19"E	70.71'	78.54
C25	157°06'53"	60.00	S36°06'41"E	117.61'	164.53
C26	090°00'00"	50.00	S36°06'41"E	70.71'	78.54
C27	026°14'45"	500.00	S22°00'41"W	227.04'	229.04

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N18°25'38"E	8.75'
L2	N62°17'19"W	31.14'



MINIMUM SETBACK EXHIBIT
(Not to Scale)

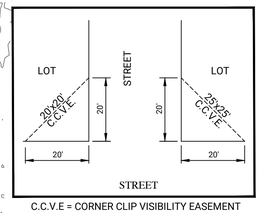
AREA TABLE

TYPE	QUANTITY	AREA (ACRES)
RESIDENTIAL	448	64.562
OPEN SPACE	8	2.917
CITY LOTS	2	43.941
CITY PARK	1	23.107
RIGHT-OF-WAY	N/A	25.412
TOTAL	459	159.939

LOT INFORMATION

PD SF TYPE A = 448 LOTS

MIN. LOT SIZE = 5,500 SQ FT



C.C.V.E = CORNER CLIP VISIBILITY EASEMENT

20'x20' CORNER CLIP
& VISIBILITY EASEMENT (TYP.)

N.T.S.

P R E L I M I N A R Y
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PRELIMINARY PLAT

DUCK POINT

159.939 ACRES
448 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS
1 CITY PARK
2 CITY LOTS

LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, 2X & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X,1-33 & 34 (CITY PARK), BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X,1-35 & 36 (CITY LOT), BLOCK R; LOTS 1-8 & 9 (CITY LOT), BLOCK S;
SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA
CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS
SCALE 1"=100'

S:\2021\2021003 Duck Point\SURVEY\Plat\Preliminary\DWG_021-003-PP.dwg 10/30/2024 3:33 PM —

NOTES:

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2. UTILITY PROVIDERS:

(A) ELECTRIC & GAS SERVICE: COSERV
7701 SOUTH STEMMONS
CORINTH, TEXAS 76210
1-800-274-4014

(B) TELEPHONE SERVICE: AT&T
2301 RIDGEVIEW DRIVE
PLANO, TEXAS 75025
(972) 569-3084

(C) WATER & SANITARY SEWER UTILITY SERVICE:
MUSTANG SPECIAL UTILITY DISTRICT
7985 FM 2931
AUBREY, TEXAS 76227
(904) 440-9561

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CURVE TABLE

CURVE #	DELTA	RADIUS	CH. BEARING	CH. LENGTH	LENGTH
C1	150°50'04"	60.00	S50°35'12"W	116.13'	157.95
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C3	006°26'31"	250.00	N05°40'03"E	28.09'	28.11
C4	006°26'31"	530.00	N05°40'03"E	59.56'	59.59
C5	006°26'31"	810.00	N05°40'03"E	91.02'	91.07
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C8	012°50'08"	250.00	N10°21'14"E	55.89'	56.01
C9	021°35'59"	210.00	N13°14'47"E	78.70'	79.17
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C12	090°00'00"	50.00	N53°53'19"E	70.71'	78.54
C13	020°29'18"	250.00	N19°07'58"E	88.92'	89.40
C14	009°32'19"	250.00	N13°39'28"E	41.57'	41.62
C15	157°07'04"	60.00	N09°52'02"W	117.62'	164.53
C16	089°44'36"	50.00	N09°44'14"W	70.55'	78.32
C17	157°06'38"	60.00	N80°07'56"E	117.61'	164.53
C18	090°17'50"	50.00	N80°16'59"E	70.89'	78.80
C19	157°07'12"	60.00	N09°52'06"W	117.62'	164.54
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C21	026°14'45"	250.00	N67°59'19"W	113.52'	114.52
C22	018°49'23"	250.00	N71°42'00"W	81.76'	82.13
C23	157°06'53"	60.00	N53°53'19"E	117.61'	164.53
C24	090°00'00"	50.00	N53°53'19"E	70.71'	78.54
C25	157°06'53"	60.00	S36°06'41"E	117.61'	164.53
C26	090°00'00"	50.00	S36°06'41"E	70.71'	78.54
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LINE TABLE

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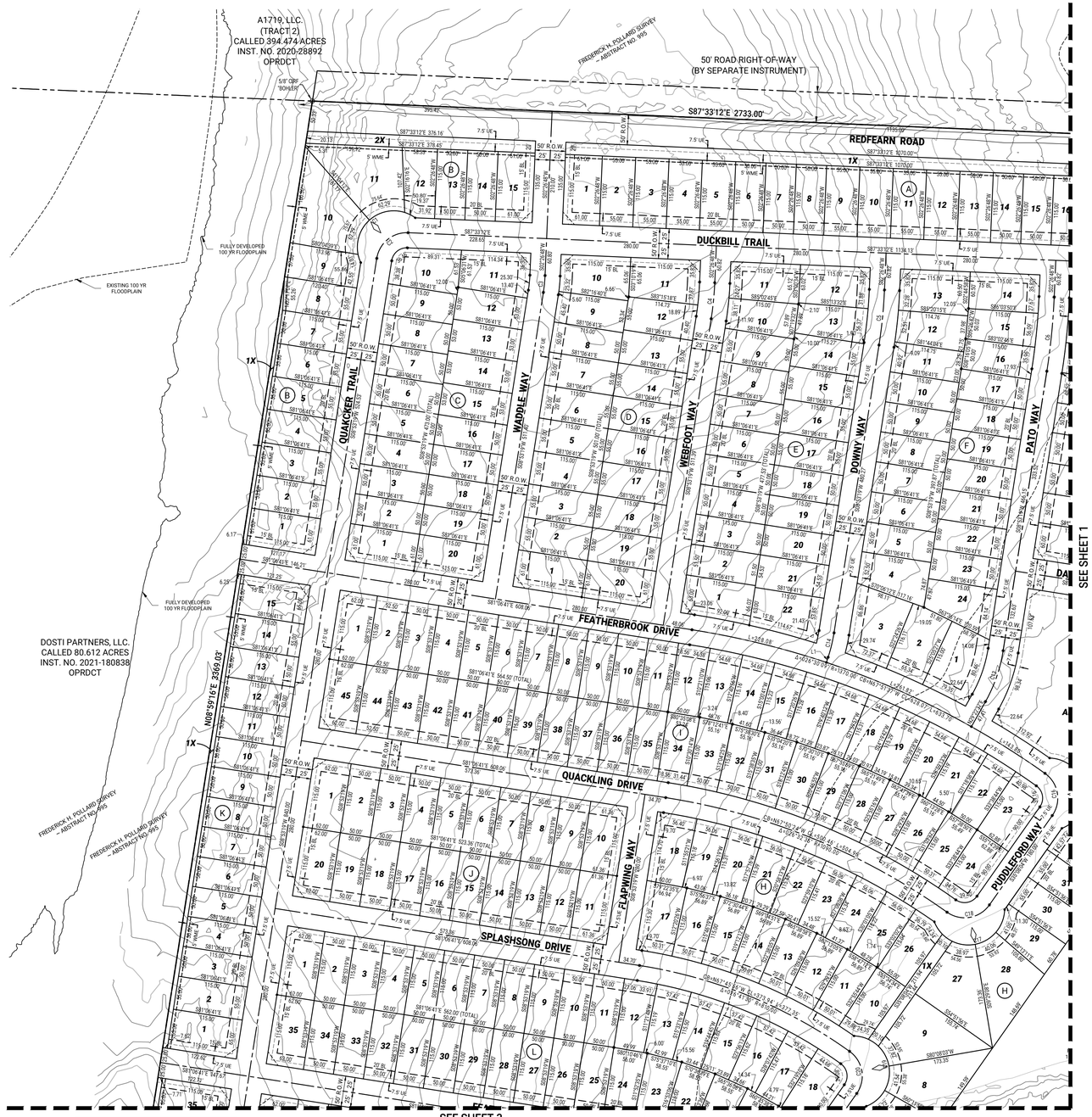

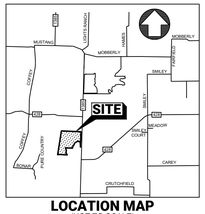

LOCATION MAP
(NOT TO SCALE)

LINETYPE LEGEND:

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- PROP. LOT LINE
- PROP. ROAD CL
- BUILDING LINE
- EASEMENT LINE
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LEGEND

IRF	IRON ROD FOUND
CIRS	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
CIRF	CAPPED IRON ROD FOUND
ESMT	EASEMENT
LS	LANDSCAPE EASEMENT
DCEC	DENTON COUNTY ELECTRIC COOPERATIVE, INC.
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
VE	VISIBILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
WLE	WATER LINE EASEMENT
SSE	SANITARY SEWER EASEMENT
LS&DE	LANDSCAPE & DRAINAGE EASEMENT
BL	BUILDING LINE
RP	RADIUS POINT
HOA	HOME OWNERS ASSOCIATION
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
INST. NO.	INSTRUMENT NUMBER
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
PRDCT	PUBLIC RECORDS, DENTON COUNTY, TEXAS
(A)	SUBDIVISION BLOCK
◇	DENOTES STREET NAME CHANGE

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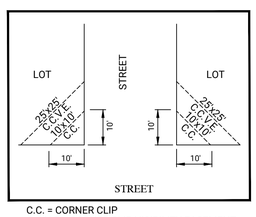
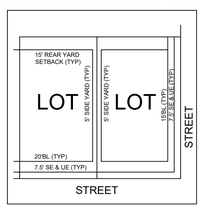


C.C. = CORNER CLIP
C.C.V.E = CORNER CLIP VISIBILITY EASEMENT

10'x10' VISIBILITY EASEMENT
& CORNER CLIP EASEMENT (TYP.)
N.T.S.



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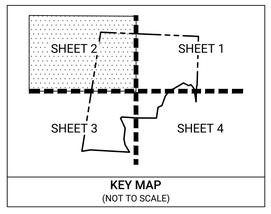

KEY MAP
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TOTAL	459	159.939

LOT INFORMATION

PD SF TYPE A = 448 LOTS

MIN. LOT SIZE = 5,500 SQ FT

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

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CONSULTING GROUP, LLC
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PROJECT NO. 2021003
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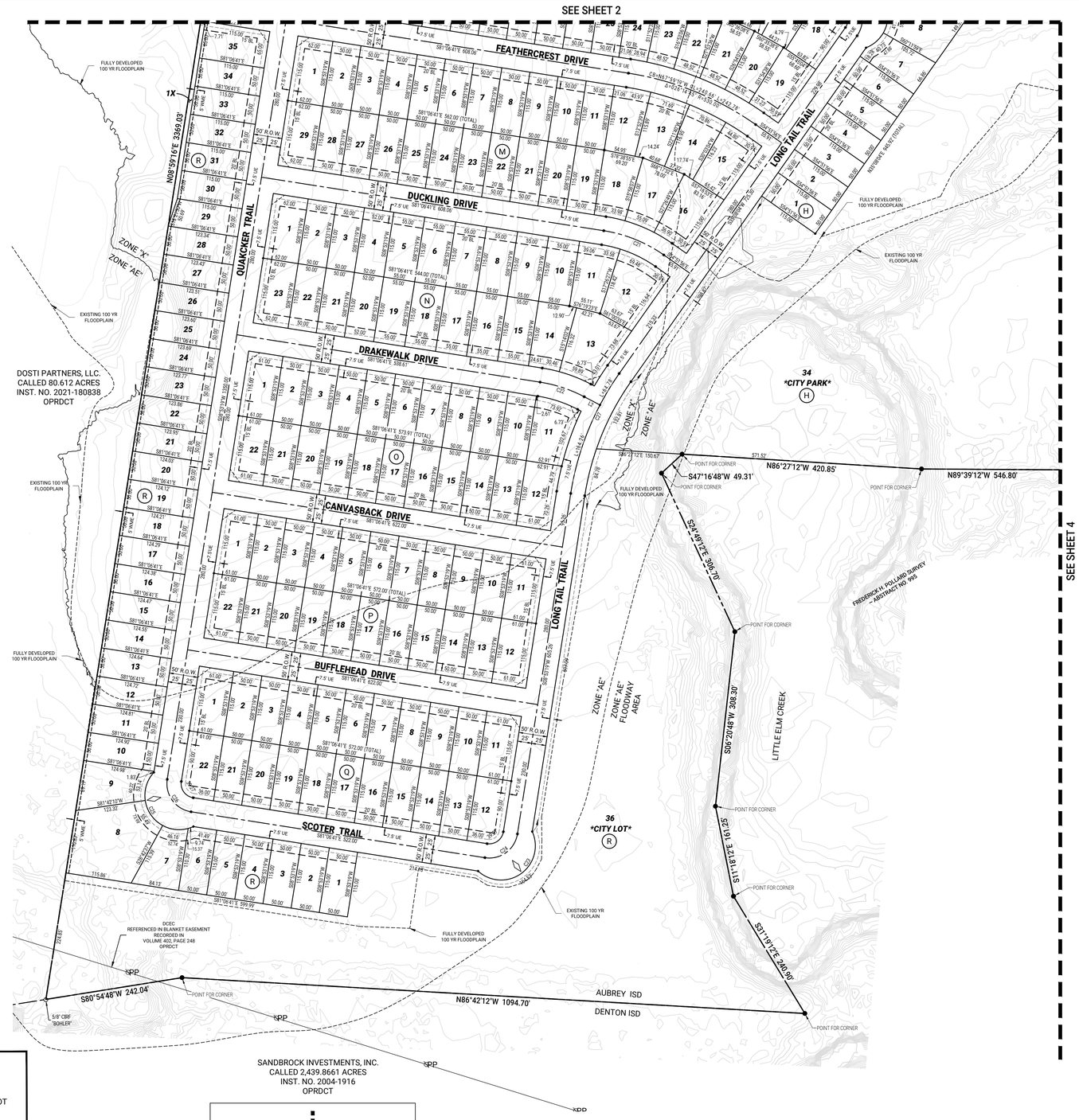
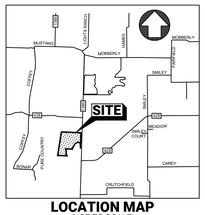
L2	N62°17'19"W	31.14'





LOCATION MAP
(NOT TO SCALE)

LINETYPE LEGEND:

- BOUNDARY LINE
- PROP. R.O.W. LINE
- PROP. LOT LINE
- PROP. ROAD CL
- BUILDING LINE
- EASEMENT LINE
- ABSTRACT LINE

LEGEND	
IRF	IRON ROD FOUND
CIRS ●	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
CIRF ○	CAPPED IRON ROD FOUND
ESMT	EASEMENT
LS	LANDSCAPE EASEMENT
DCEC	DENTON COUNTY ELECTRIC COOPERATIVE, INC.
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
VE	VISIBILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
WLE	WATER LINE EASEMENT
SSE	SANITARY SEWER EASEMENT
LS&DE	LANDSCAPE & DRAINAGE EASEMENT
BL	BUILDING LINE
RP	RADIUS POINT
HOA	HOME OWNERS ASSOCIATION
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
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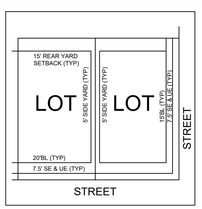
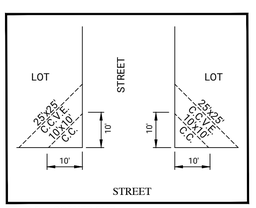
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
PRDCT	PUBLIC RECORDS, DENTON COUNTY, TEXAS
Ⓐ	SUBDIVISION BLOCK
◇	DENOTES STREET NAME CHANGE

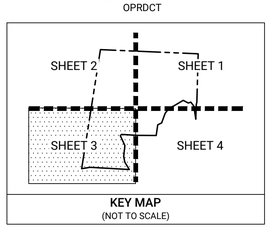


MINIMUM SETBACK
EXHIBIT
(Not to Scale)



C.C. = CORNER CLIP
C.C.V.E = CORNER CLIP VISIBILITY EASEMENT

10'x10' VISIBILITY EASEMENT
& CORNER CLIP EASEMENT (TYP.)
N.T.S.



KEY MAP
(NOT TO SCALE)

AREA TABLE		
TYPE	QUANTITY	AREA (ACRES)
RESIDENTIAL	448	64.562
OPEN SPACE	8	2.917
CITY LOTS	2	43.941
CITY PARK	1	23.107
RIGHT-OF-WAY	N/A	25.412
TOTAL	459	159.939

LOT INFORMATION

PD SF TYPE A = 448 LOTS

MIN. LOT SIZE = 5,500 SQ FT

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.

PRELIMINARY PLAT
DUCK POINT
159.939 ACRES
448 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS
1 CITY PARK
2 CITY LOTS

LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, 2X & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X,1-33 & 34 (CITY PARK), BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X,1-35 & 36 (CITY LOT), BLOCK R; LOTS 1-8 & 9 (CITY LOT), BLOCK S;
SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
A.Johnson@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS
SCALE 1"=100'

S:\2021\2021003 Duck Point\SURVEY\Plat\Preliminary\DWG_021-003-PP.dwg 10/30/2024 3:33 PM —

NOTES:

1. WATER SERVICE AND SANITARY SEWER SERVICE TO BE PROVIDED BY MUSTANG SPECIAL UTILITY DISTRICT.

2. UTILITY PROVIDERS:

(A) ELECTRIC & GAS SERVICE: COSERV
7701 SOUTH STEMMONS
CORINTH, TEXAS 76210
1-800-274-4014

(B) TELEPHONE SERVICE: AT&T
2301 RIDGEVIEW DRIVE
PLANO, TEXAS 75025
(972) 569-3084

(C) WATER & SANITARY SEWER UTILITY SERVICE:
MUSTANG SPECIAL UTILITY DISTRICT
7985 FM 2931
AUBREY, TEXAS 76227
(904) 440-9561

3. SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

4. THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT ARE THE RESPONSIBILITY OF THE CITY OF AUBREY.

5. THE CITY OF AUBREY AND/OR DENTON COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF AUBREY FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.

6. ALL UTILITY EASEMENTS FOR FRANCHISE DRY UTILITIES SHOWN HEREON ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF THE FRANCHISE DRY UTILITIES UNLESS OTHERWISE NOTED.

7. LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS. OWNERSHIP AND MAINTENANCE OF "X" LOTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION (HOA). (LOTS 1X & 2X BLOCK A, LOTS 1X & 2X BLOCK B, LOTS 1X & 2X BLOCK H, LOT 1X BLOCK K, AND LOT 1X BLOCK R).

8. LOT 34, BLOCK H (CITY PARK), AND FLOODPLAIN AND FLOODWAY LOTS AS DEPICTED (LOT 9, BLOCK S, & LOT 36, BLOCK R), ARE HEREBY DEDICATED TO THE CITY OF AUBREY.

9. MAINTENANCE OF WALL MAINTENANCE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION (HOA).

10. ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.

11. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS.

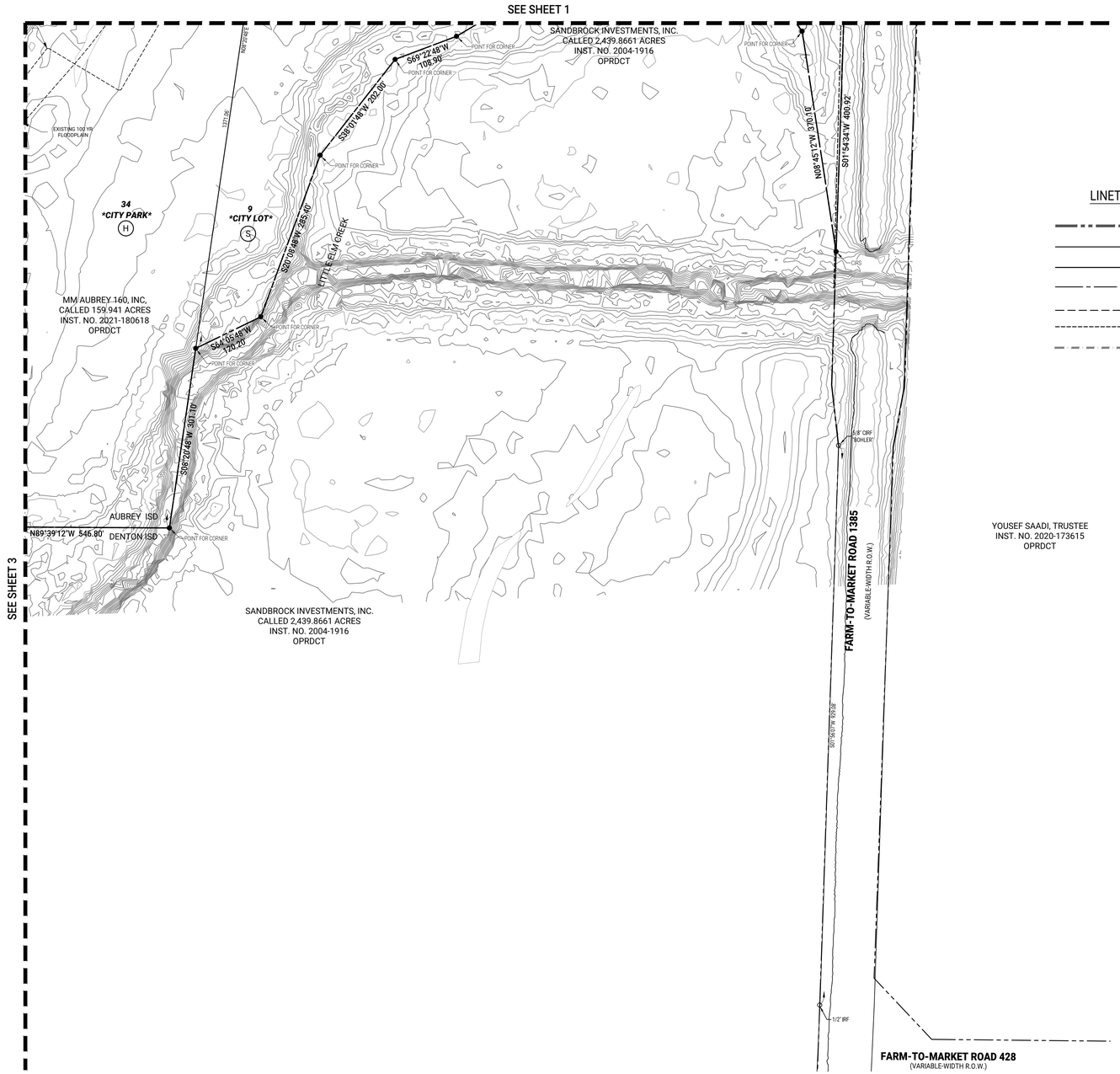
12. THE CITY OF AUBREY AND/OR DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

13. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS.

14. **SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ZONE AE (SHADED) AND ZONE AE (FLOODWAY AREAS) (ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, NUMBER 48121C0270G, REVISION DATE APRIL 18, 2011.

15. NO CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE CITY OF AUBREY SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FOOT ABOVE THE 100-YEAR FLOOD ELEVATION.

16. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 ~ NORTH CENTRAL ZONE NO. 4202 - NAD 83. (ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849393).



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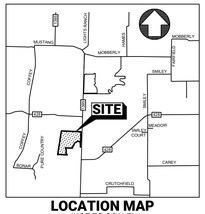
SCALE 1" = 100'



LOCATION MAP
(NOT TO SCALE)

LINETYPE LEGEND:

- BOUNDARY LINE
- PROP. R.O.W. LINE
- PROP. LOT LINE
- PROP. ROAD CL
- BUILDING LINE
- EASEMENT LINE
- ABSTRACT LINE

LEGEND	
IRF	IRON ROD FOUND
CIRS ●	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
CIRF ○	CAPPED IRON ROD FOUND
ESMT	EASEMENT
LS	LANDSCAPE EASEMENT
DCEC	DENTON COUNTY ELECTRIC COOPERATIVE, INC.
UE	UTILITY EASEMENT
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(A)	SUBDIVISION BLOCK
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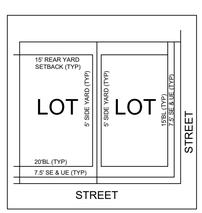

MINIMUM SETBACK EXHIBIT
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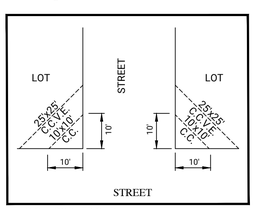

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10'x10' VISIBILITY EASEMENT
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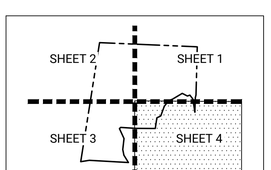

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MIN. LOT SIZE = 5,500 SQ FT

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

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PRELIMINARY PLAT

DUCK POINT

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SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
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BARRAZA
CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS
SCALE 1"=100'

S:\2021\2021003 Duck Point\SURVEY\Plat\Preliminary\DWG_021-003-PP.dwg 10/30/2024 3:33 PM ----

Block A - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.145	6,325
3	0.145	6,325
4	0.145	6,325
5	0.145	6,325
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.145	6,325
10	0.145	6,325
11	0.145	6,325
12	0.145	6,325
13	0.145	6,325
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.169	7,360

Block A - Lot Areas		
Lot	Area (AC)	Area (SF)
1X	0.491	21,400
2X	0.024	1,037

Block A Total Area	
Area (AC)	Area (SF)
3.340	145,487

Block B - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.145	6,325
3	0.145	6,325
4	0.145	6,325
5	0.145	6,325
6	0.145	6,325
7	0.145	6,325
8	0.149	6,473
9	0.154	6,693
10	0.297	12,945
11	0.296	12,877
12	0.140	6,085
13	0.132	5,750
14	0.132	5,750
15	0.161	7,015
1X	0.056	2,430
2X	0.173	7,546

Block B Total Area	
Area (AC)	Area (SF)
2.721	118,530

Block C - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.173	7,518
11	0.180	7,849
12	0.140	6,095
13	0.140	6,095
14	0.140	6,095
15	0.140	6,095
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.161	7,015

Block C Total Area	
Area (AC)	Area (SF)
2.819	122,778

Block D - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.145	6,325
3	0.145	6,325
4	0.145	6,325
5	0.145	6,325
6	0.145	6,325
7	0.145	6,325
8	0.132	5,750
9	0.138	6,000
10	0.175	7,623
11	0.184	7,994
12	0.151	6,570
13	0.145	6,325
14	0.145	6,325
15	0.145	6,325
16	0.145	6,325
17	0.145	6,325
18	0.145	6,325
19	0.145	6,325
20	0.161	7,015

Block D Total Area	
Area (AC)	Area (SF)
2.989	130,192

Block E - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.168	7,338
2	0.136	5,922
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.145	6,325
9	0.145	6,325
10	0.142	6,184
11	0.165	7,185
12	0.173	7,531
13	0.143	6,246
14	0.145	6,326
15	0.145	6,325
16	0.145	6,325
17	0.145	6,325
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block E - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.144	6,271
22	0.180	7,858

Block E Total Area	
Area (AC)	Area (SF)
3.179	138,488

Block F - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.207	9,009
2	0.181	7,900
3	0.223	9,726
4	0.168	7,324
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.134	5,818
12	0.148	6,441
13	0.185	8,078
14	0.164	7,136
15	0.140	6,113
16	0.137	5,981
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block F - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.132	5,750
23	0.132	5,750
24	0.174	7,591

Block F Total Area	
Area (AC)	Area (SF)
3.578	155,868

Block G - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.158	6,900
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,759
7	0.139	6,036
8	0.139	6,042
9	0.161	6,998
10	0.167	7,293
11	0.140	6,081
12	0.152	6,632
13	0.146	6,360
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.155	6,766

Block G Total Area	
Area (AC)	Area (SF)
2.545	110,866

Block H - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.132	5,750
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.156	6,795
8	0.255	11,095
9	0.258	11,224
10	0.141	6,139
11	0.141	6,131
12	0.141	6,131
13	0.141	6,131
14	0.141	6,131
15	0.141	6,131
16	0.141	6,131
17	0.167	7,285
18	0.167	7,265
19	0.140	6,113
20	0.140	6,112

Block H - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.140	6,112
22	0.140	6,112
23	0.140	6,112
24	0.140	6,113
25	0.140	6,114
26	0.148	6,458
27	0.260	11,323
28	0.251	10,931
29	0.139	6,057
30	0.145	6,325
31	0.145	6,325
32	0.144	6,281
33	0.136	5,920
34	23.107	1,006,543
1X	0.097	4,211
2X	1.888	82,230

Block H Total Area	
Area (AC)	Area (SF)
30.224	1,316,567

Block I - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.139	6,038
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.136	5,926
13	0.138	6,030
14	0.138	6,030
15	0.138	6,029
16	0.138	6,029
17	0.138	6,029
18	0.138	6,029
19	0.138	6,029
20	0.138	6,029

Block I - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.138	6,030
22	0.138	6,030
23	0.167	7,277
24	0.159	6,917
25	0.139	6,072
26	0.139	6,036
27	0.139	6,036
28	0.139	6,036
29	0.139	6,036
30	0.139	6,036
31	0.139	6,036
32	0.139	6,036
33	0.139	6,036
34	0.136	5,929
35	0.132	5,750
36	0.132	5,750
37	0.132	5,750
38	0.132	5,750
39	0.132	5,750
40	0.132	5,750

Block I - Lot Areas		
Lot	Area (AC)	Area (SF)
41	0.132	5,750
42	0.132	5,750
43	0.132	5,750
44	0.139	6,038
45	0.164	7,130

Block I Total Area	
Area (AC)	Area (SF)
6.211	270,537

Block J - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.162	7,057
11	0.162	7,057
12	0.132	5,750
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.164	7,130

Block J Total Area	
Area (AC)	Area (SF)
2.763	120,374

Block K - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.172	7,475
2	0.145	6,325
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.132	5,750
13	0.132	5,750
14	0.145	6,325
15	0.172	7,475
1X	0.126	5,481

Block K Total Area	
Area (AC)	Area (SF)
2.211	96,331

Block L - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.139	6,051
13	0.141	6,141
14	0.141	6,139
15	0.141	6,139
16	0.141	6,140
17	0.141	6,142
18	0.173	7,553
19	0.172	7,495
20	0.141	6,132

Block L - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.141	6,132
22	0.141	6,132
23	0.141	6,132
24	0.140	6,081
25	0.132	5,750
26	0.132	5,750
27	0.132	5,750
28	0.132	5,750
29	0.132	5,750
30	0.132	5,750
31	0.132	5,750
32	0.132	5,750
33	0.132	5,750
34	0.132	5,750
35	0.164	7,130

Block L Total Area	
Area (AC)	Area (SF)
4.859	211,670

Block M - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.160	6,952
13	0.169	7,346
14	0.168	7,302
15	0.188	8,193
16	0.197	8,601
17	0.174	7,559
18	0.163	7,092
19	0.132	5,750
20	0.132	5,750

Block M - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.132	5,750
23	0.132	5,750
24	0.132	5,750
25	0.132	5,750
26	0.132	5,750
27	0.132	5,750
28	0.132	5,750
29	0.164	7,130

Block M Total Area	
Area (AC)	Area (SF)
4.185	182,305

Block N - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.137	5,980
5	0.145	6,325
6	0.145	6,325
7	0.145	6,325
8	0.145	6,325
9	0.145	6,325
10	0.145	6,325
11	0.172	7,489
12	0.224	9,773
13	0.230	10,031
14	0.163	7,092
15	0.145	6,325
16	0.145	6,325
17	0.145	6,325
18	0.145	6,325
19	0.145	6,325
20	0.137	5,980

Block N - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.132	5,750
23	0.164	7,130

Block N Total Area	
Area (AC)	Area (SF)
3.517	153,180

Block O - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.181	7,897
12	0.162	7,043
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block O - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.161	7,015

Block O Total Area	
Area (AC)	Area (SF)
3.041	132,471

Block P - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.161	7,015
12	0.161	7,015
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block P - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.161	7,015

Block P Total Area	
Area (AC)	Area (SF)
3.020	131,560

Block Q - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.161	7,015
12	0.158	6,881
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block Q - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.158	6,881

Block Q Total Area	
Area (AC)	Area (SF)
3.014	131,292

Block R - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.132	5,750
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,729
7	0.159	6,915
8	0.404	17,594
9	0.192	8,351
10	0.143	6,247
11	0.143	6,243
12	0.143	6,238
13	0.143	6,234
14	0.143	6,230
15	0.143	6,225
16	0.143	6,221
17	0.143	6,217
18	0.143	6,212
19	0.143	6,208
20	0.142	6,204

Block R - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.142	6,199
22	0.142	6,195
23	0.142	6,191
24	0.142	6,186
25	0.142	6,182
26	0.142	6,178
27	0.142	6,173
28	0.142	6,169
29	0.137	5,959
30	0.132	5,750
31	0.132	5,750
32	0.132	5,750
33	0.132	5,750
34	0.132	5,750
35	0.172	7,475
36	10.196	444,157
1X	0.062	2,720

Block R Total Area	
Area (AC)	Area (SF)
15.481	674,354

Block S - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.133	5,802
2	0.133	5,800
3	0.133	5,800
4	0.133	5,800
5	0.133	5,800
6	0.133	5,800
7	0.140	6,112
8	0.150	6,527
9	33.733	1,469,430

Block S Total Area	
Area (AC)	Area (SF)
34.830	1,517,179

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

PRELIMINARY PLAT

DUCK POINT

159.939 ACRES
448 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS
1 CITY PARK
2 CITY LOTS

LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, 2X & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X,1-33 & 34 (CITY PARK), BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X,1-35 & 36 (CITY LOT), BLOCK R; LOTS 1-8 & 9 (CITY LOT), BLOCK S;
SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS

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OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, MM Aubrey 160, LLC, is the owner of that certain tract of land situated in Denton County, Texas, being a part of the Frederick H. Pollard Survey, Abstract No. 995, being all of a called 159.941 acre tract of land described in a Deed to MM Aubrey 160 LLC., as recorded in Document No. 2021-180618, Official Public Records, Denton County, Texas (OPRDCT) and being more particularly described as follows:

BEGINNING at the northeast corner of said 159.939 acre tract and the southeast corner of a called 394.474 acre tract of land described in deed to A1719, LLC, recorded in Instrument No. 2020-28892 OPRDCT, also being located in the west right-of-way line of Farm-To-Market road No. 1385

THENCE along the east line of said 159.939 acre tract and the west line of Farm-To-Market Road No. 1385 (a variable width right-of-way), the following courses:

South 01 degrees 32 minutes 48 seconds West, a distance of 1,347.00 feet to a 5/8 inch iron rod found for corner;

South 12 degrees 36 minutes 53 seconds West, a distance of 79.08 feet to 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for corner;

South 01 degrees 54 minutes 34 seconds West, a distance of 400.92 feet to 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for the southeast corner of said 159.939 acre tract and the northeast corner of a called 2,439.8661 acre tract of land described in deed to Sandbrock Investments, Inc., as recorded in Document No. 2004-1916, OPRDCT;

THENCE along the south line of said 159.939 acre tract and 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:

North 08 degrees 45 minutes 12 seconds West, a distance of 370.10 feet to a point for corner;

North 37 degrees 31 minutes 12 seconds West, a distance of 137.20 feet to a point for corner;

South 68 degrees 51 minutes 48 seconds West, a distance of 73.30 feet to a point for corner;

North 62 degrees 27 minutes 12 seconds West, a distance of 161.60 feet to a point for corner;

South 59 degrees 14 minutes 48 seconds West, a distance of 323.90 feet to a point for corner;

South 69 degrees 22 minutes 48 seconds West, a distance of 108.90 feet to a point for corner;

South 38 degrees 01 minutes 48 seconds West, a distance of 202.00 feet to a point for corner;

South 20 degrees 08 minutes 48 seconds West, a distance of 285.40 feet to a point for corner;

South 64 degrees 05 minutes 48 seconds West, a distance of 120.20 feet to a point for corner;

South 08 degrees 20 minutes 48 seconds West, a distance of 301.10 feet to a point for corner;

North 89 degrees 39 minutes 12 seconds West, a distance of 546.80 feet to a point for corner;

North 86 degrees 27 minutes 12 seconds West, a distance of 420.85 feet to a point for corner;

South 47 degrees 16 minutes 48 seconds West, a distance of 49.31 feet to a point for corner;

South 24 degrees 49 minutes 12 seconds East, a distance of 306.70 feet to a point for corner;

South 06 degrees 20 minutes 48 seconds West, a distance of 308.30 feet to a point for corner;

South 11 degrees 18 minutes 12 seconds East, a distance of 161.25 feet to a point for corner;

South 31 degrees 19 minutes 12 seconds East, a distance of 240.90 feet to a point for corner;

North 86 degrees 42 minutes 12 seconds West, a distance of 1,094.70 feet to a point for corner;

South 80 degrees 54 minutes 48 seconds West, a distance of 242.04 feet to a 5/8 inch iron with plastic cap stamped "BOHLER" found for corner, said point being the southeast corner of a called 80.612 acre tract described in deed to Dosti Partners, LLC, recorded in Instrument No. 2021-180838 OPRDCT and being the southwest corner of said 159.939 acre tract;

THENCE North 08 degrees 59 minutes 13 seconds East, with the common line of said 80.612 acre tract and 159.939 acre tract, a distance of 3369.03 feet to a 5/8 inch iron with plastic cap stamped "BOHLER" found for corner, said point being the northwest corner of said 159.939 acre tract

THENCE South 87 degrees 33 minutes 12 seconds East, a distance of 2,733.00 feet along the north line of said 159.939 acre tract of land and the south line of said 394.474 acre tract to the **POINT OF BEGINNING** and containing 159.939 acres of land.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, ADAM T. JOHNSON, a registered professional land surveyor, do hereby certify that this plat was prepared and the field notes made a part hereof from an actual and accurate survey of the land and that the corner monuments shown hereon were found or properly placed under my personal supervision in accordance with Collin County, Texas subdivision regulations.

DATED THIS THE _____ DAY OF _____, 2024.

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

_____
ADAM T. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6664

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a notary public in and for The State of Texas, on this day personally appeared ADAM T. JOHNSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

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

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

APPROVED AND ACCEPTED:

_____
MAYOR
CITY OF AUBREY, TEXAS

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF AUBREY, TEXAS HEREBY CERTIFIES THAT THE FOREGOING PRELIMINARY PLAT OF DUCK POINT, AN ADDITION TO DENTON COUNTY, TEXAS, IS HEREBY APPROVED BY THE CITY OF AUBREY THIS ___ DAY OF _____, 2024, AND THE CITY OF AUBREY DOES HEREBY ACCEPT SAID PRELIMINARY PLAT, AND THAT THE CITY OF AUBREY FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING THEIR NAME AS HEREIN ABOVE SUBSCRIBED.

ATTEST THIS ___ DAY OF _____, 2024.

_____
CITY SECRETARY
CITY OF AUBREY, TEXAS

CERTIFICATE OF PRELIMINARY PLAT APPROVED

This Preliminary 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

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

DISTRICT APPROVAL

THE LAKES FRESH WATER SUPPLY DISTRICT:

_____ _____
CHAIRPERSON DATE

PRELIMINARY PLAT
DUCK POINT
159.939 ACRES
448 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS
1 CITY PARK
2 CITY LOTS
LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, 2X & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X,1-33 & 34 (CITY PARK), BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X,1-35 & 36 (CITY LOT), BLOCK R; LOTS 1-8 & 9 (CITY LOT), BLOCK S;
SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS

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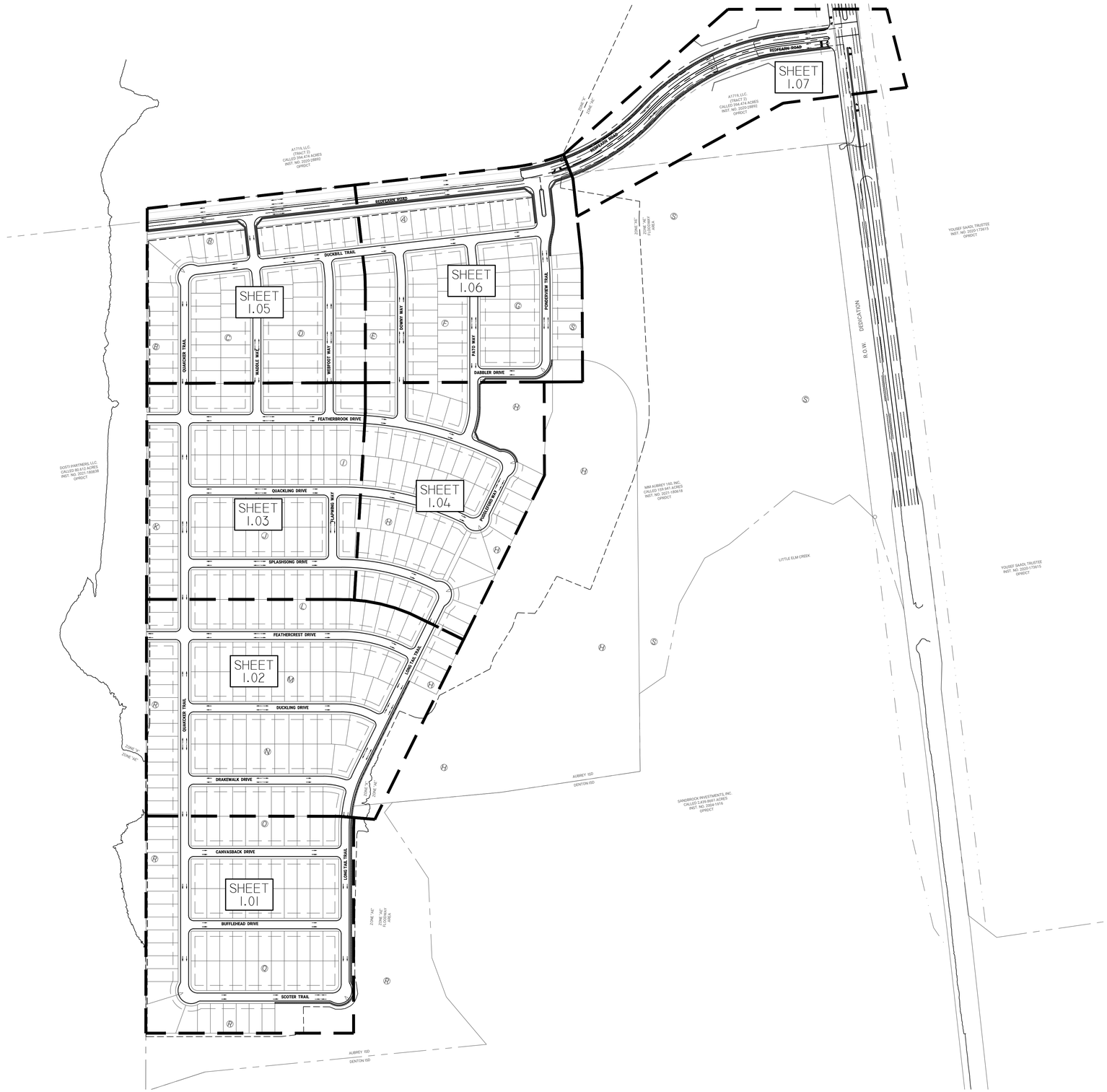

200 0 100 200 400

1 inch =200ft.

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED
PROFESSIONAL ENGINEER
10/29/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650, Richardson, TX 75081
TEL: 214-546-0700
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
1300 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=200'
DESIGN	CHECKED
BA	RAV

1.01

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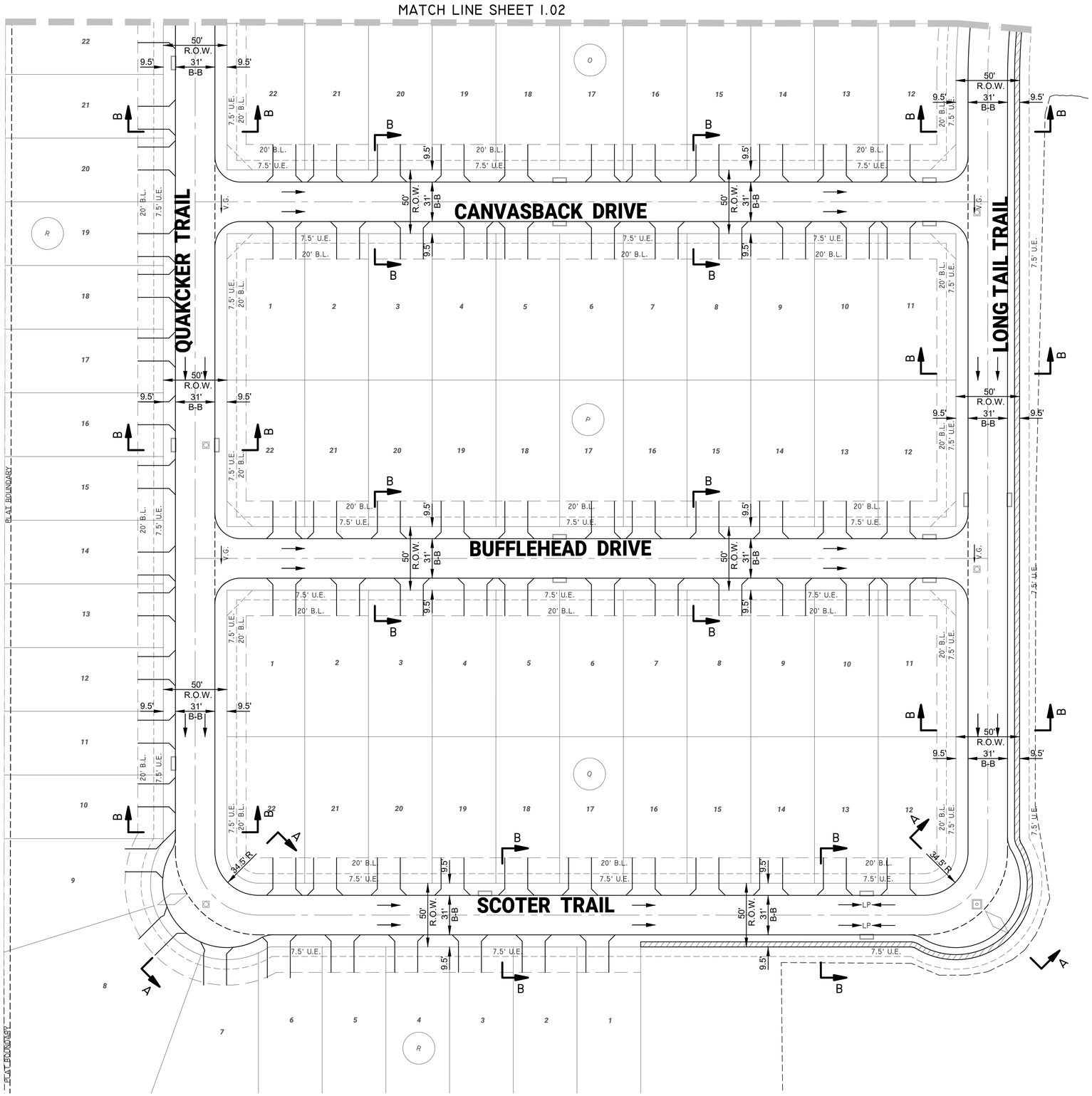
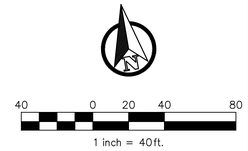




LEGEND

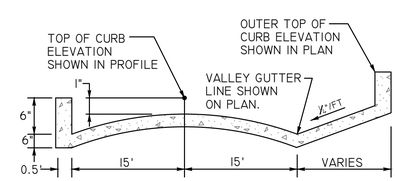
	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY

LEGEND

CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

NOTES:

1. 4" CROWN FOR 31' B-B STREETS. SAWED LONGITUDINAL DUMMY JOINT
2. ALL RESIDENTIAL STREETS TO BE 6" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #3 BARS @ 24" OCEW).
3. ALL ARTERIAL AND MINOR/MAJOR COLLECTOR STREETS TO BE 8" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #4 BARS @ 18" OCEW).
4. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
5. ALL CURBS ARE TO BE MONOLITHIC 6" STANDARD CURB, UNLESS NOTED OTHERWISE.
6. ALL CURB RETURNS ARE 20' RADIUS UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
8. SEE SHEET 1.08 FOR PAVING CROSS-SECTIONS AND DETAILS.
9. CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE CITY OF AUBREY STANDARD DETAILS.
10. SEE CITY OF AUBREY DETAILS FOR SIDEWALK DETAILS.



SECTION A-A
(N.T.S.)

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650, Richardson, TX 75081
TEL: 972-446-0005
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 800
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=40'
DESIGN	CHECKED
BA	RAV

1.01

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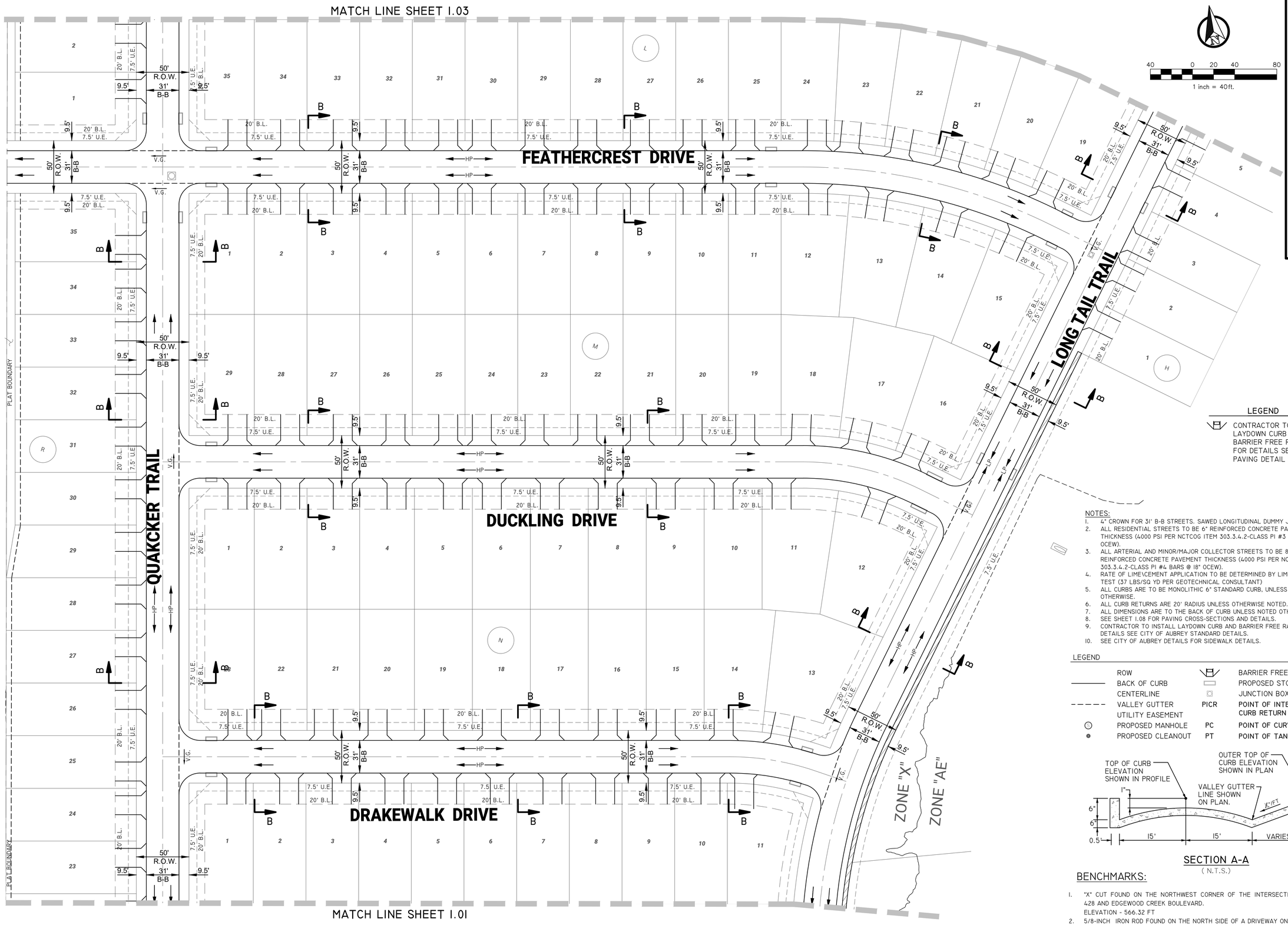


LEGEND

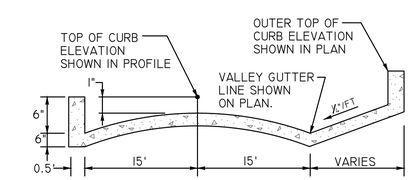
CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

NOTES:

1. 4" CROWN FOR 31' B-B STREETS. SAWED LONGITUDINAL DUMMY JOINT
2. ALL RESIDENTIAL STREETS TO BE 6" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #3 BARS @ 24" OCEW).
3. ALL ARTERIAL AND MINOR/MAJOR COLLECTOR STREETS TO BE 8" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #4 BARS @ 18" OCEW).
4. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
5. ALL CURBS ARE TO BE MONOLITHIC 6" STANDARD CURB, UNLESS NOTED OTHERWISE.
6. ALL CURB RETURNS ARE 20' RADIUS UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
8. SEE SHEET 1.08 FOR PAVING CROSS-SECTIONS AND DETAILS.
9. CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE CITY OF AUBREY STANDARD DETAILS.
10. SEE CITY OF AUBREY DETAILS FOR SIDEWALK DETAILS.

LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A
(N.T.S.)

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC TBPE Firm Lic. 20683
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel: 972-234-7000
Fax: 469-200-0055

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=40'
DESIGN	CHECKED
BA	RAV

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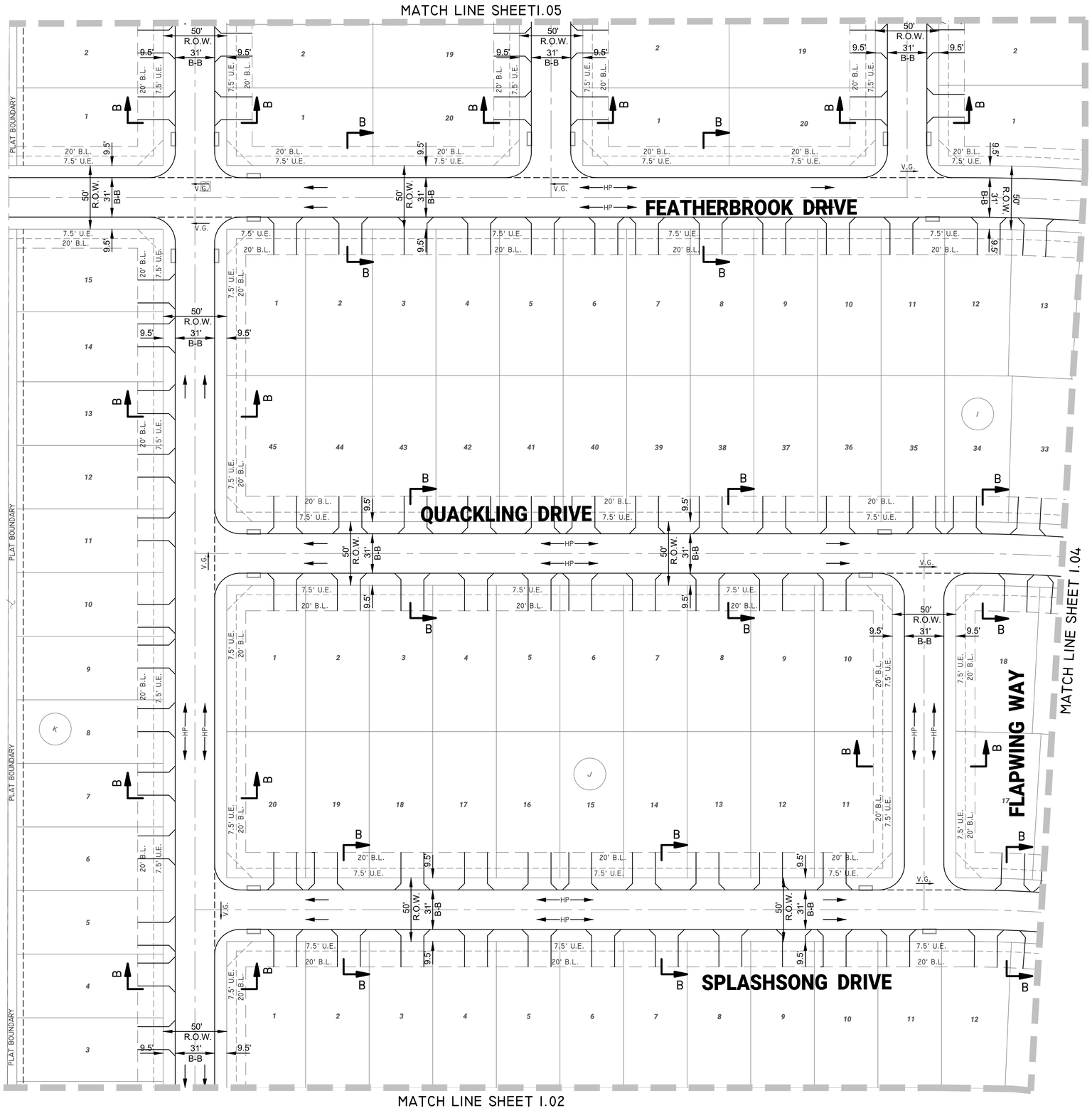
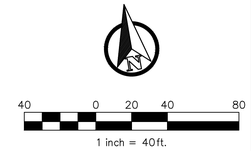




LEGEND

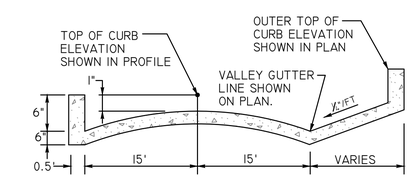
CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

NOTES:

1. 4" CROWN FOR 31' B-B STREETS. SAWED LONGITUDINAL DUMMY JOINT
2. ALL RESIDENTIAL STREETS TO BE 6" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #3 BARS @ 24" OCEW).
3. ALL ARTERIAL AND MINOR/MAJOR COLLECTOR STREETS TO BE 8" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #4 BARS @ 18" OCEW).
4. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
5. ALL CURBS ARE TO BE MONOLITHIC 6" STANDARD CURB, UNLESS NOTED OTHERWISE.
6. ALL CURB RETURNS ARE 20' RADIUS UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
8. SEE SHEET 1.08 FOR PAVING CROSS-SECTIONS AND DETAILS.
9. CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE CITY OF AUBREY STANDARD DETAILS.
10. SEE CITY OF AUBREY DETAILS FOR SIDEWALK DETAILS.

LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A
(N.T.S.)

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650 Richardson, TX 75081
Tel No. 214-460-0065 TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=40'
DESIGN	CHECKED
BA	RAV

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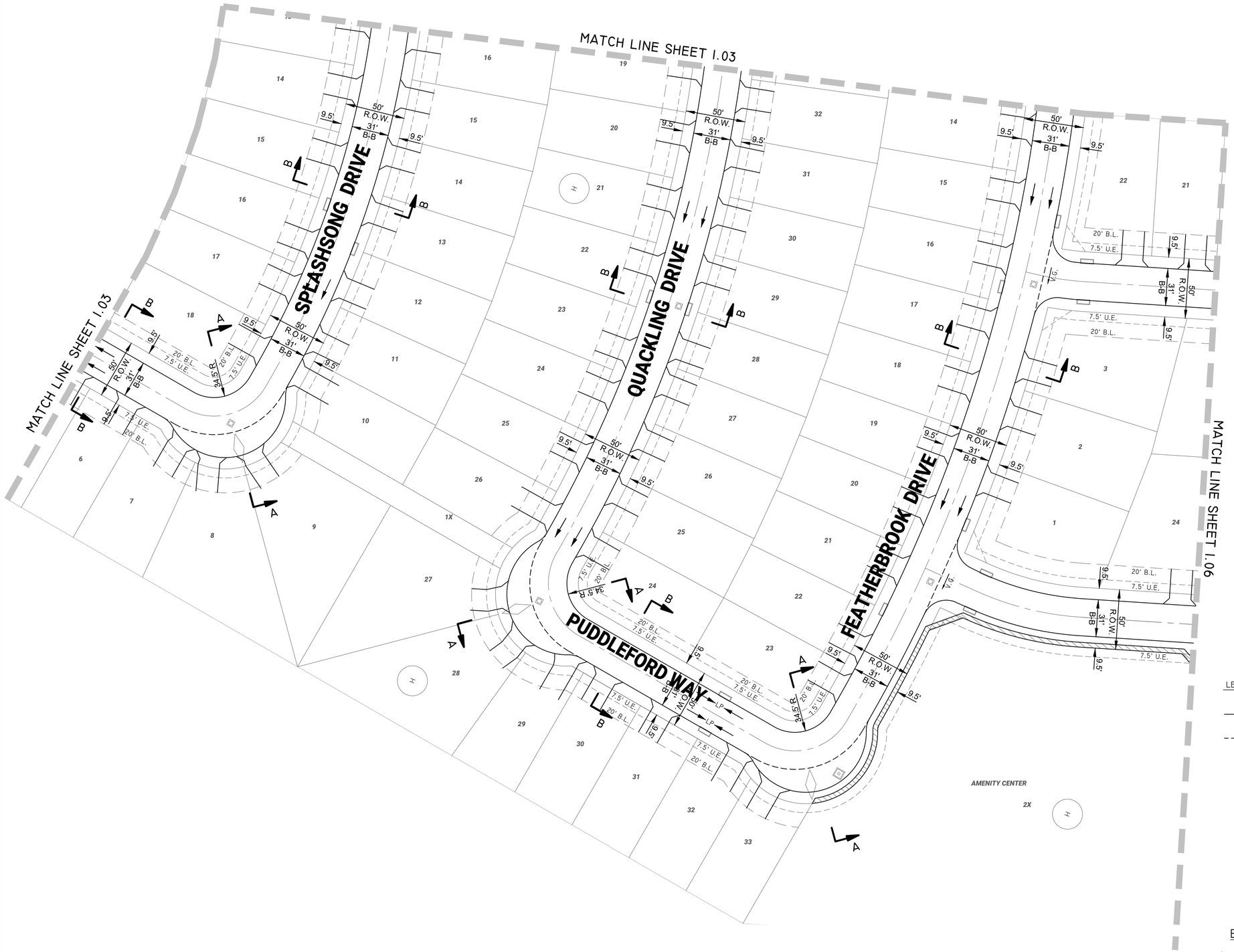

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1 inch = 40ft.

LEGEND

CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

NOTES:

1. 4" CROWN FOR 31' B-B STREETS. SAWED LONGITUDINAL DUMMY JOINT
2. ALL RESIDENTIAL STREETS TO BE 6" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #3 BARS @ 24" OCEW).
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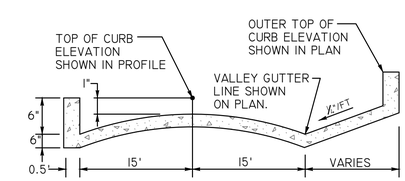
10. SEE CITY OF AUBREY DETAILS FOR SIDEWALK DETAILS.

LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A
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LICENSED PROFESSIONAL ENGINEER
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PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
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Suite 655, Richardson, TX 75081
TEL: 214-494-9505
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
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DESIGN	CHECKED
BA	RAV

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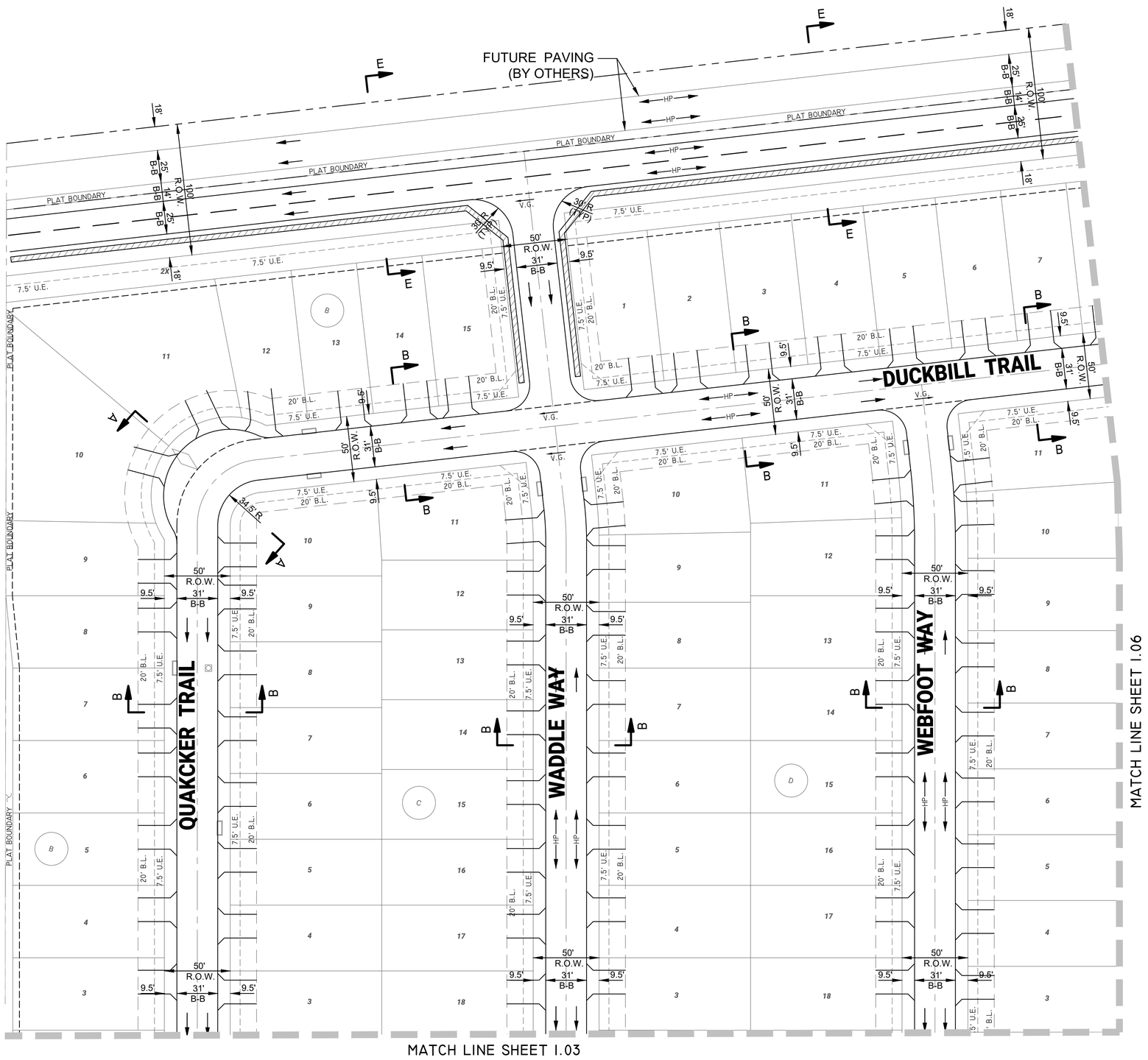

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1 inch = 40ft.

LEGEND

CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

NOTES:

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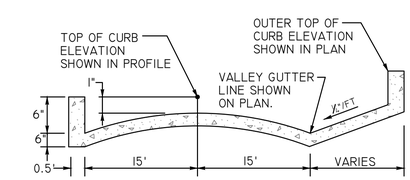
LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A

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DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

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TEL: 972-248-0070
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 800
FARMERS BRANCH, TX 75234

DATE	SCALE
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DESIGN	CHECKED
BA	RAV

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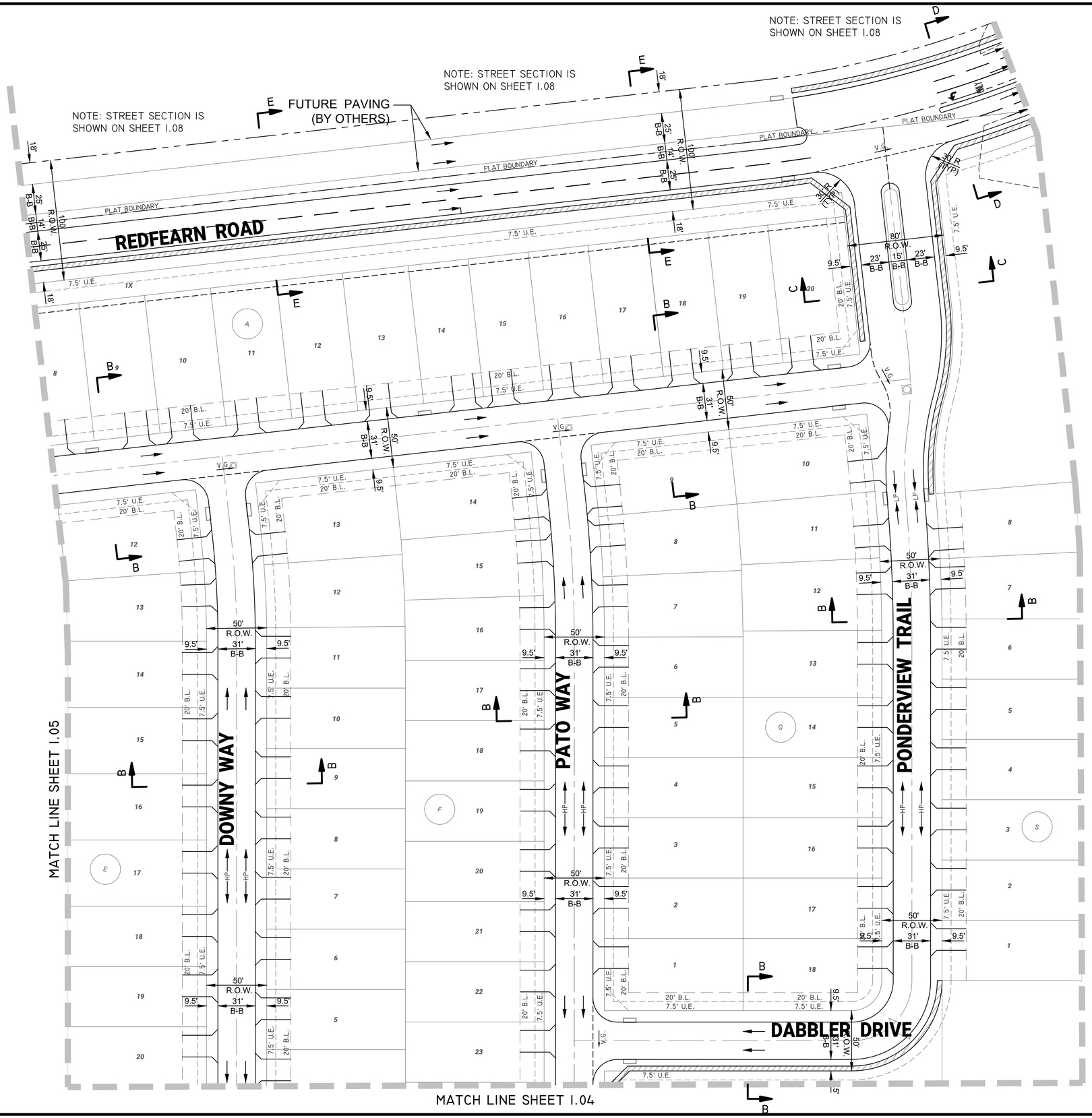

40 0 20 40 80

1 inch = 40ft.

LEGEND

CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

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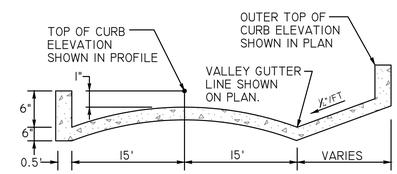
LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A

(N.T.S.)

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NO.	DATE	REVISION

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DUCK POINT DEVELOPMENT

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CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 800
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=40'
DESIGN	CHECKED
BA	RAV

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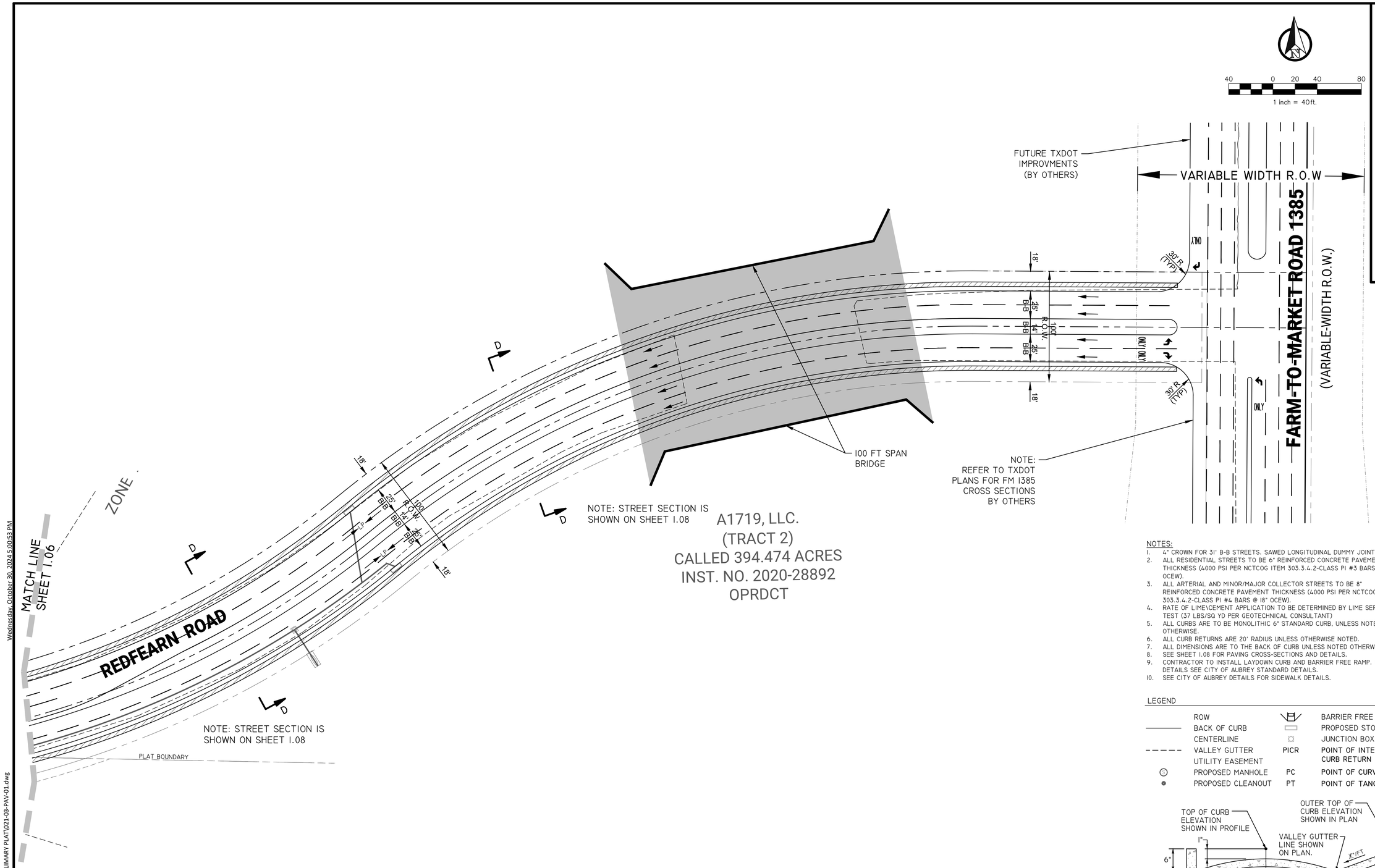

NOTES:

1. 4" CROWN FOR 31' B-B STREETS. SAWED LONGITUDINAL DUMMY JOINT
2. ALL RESIDENTIAL STREETS TO BE 6" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #3 BARS @ 24" OCEW).
3. ALL ARTERIAL AND MINOR/MAJOR COLLECTOR STREETS TO BE 8" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #4 BARS @ 18" OCEW).
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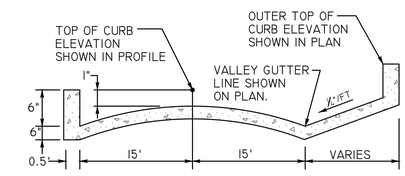
9. CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE CITY OF AUBREY STANDARD DETAILS.
10. SEE CITY OF AUBREY DETAILS FOR SIDEWALK DETAILS.

LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A
(N.T.S.)

LEGEND

CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
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NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
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Suite 650, Richardson, TX 75081
Tel: 214-460-7055 TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
5800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=40'
DESIGN	CHECKED
BA	RAV

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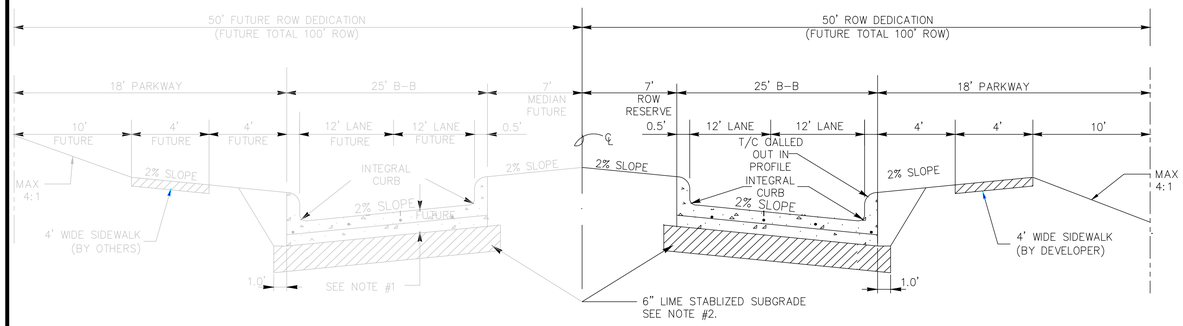
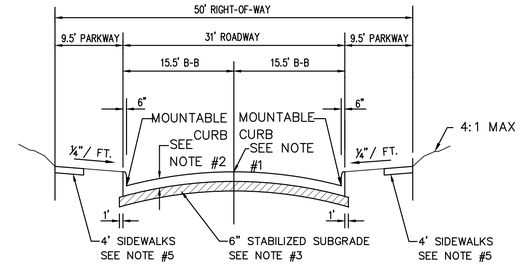


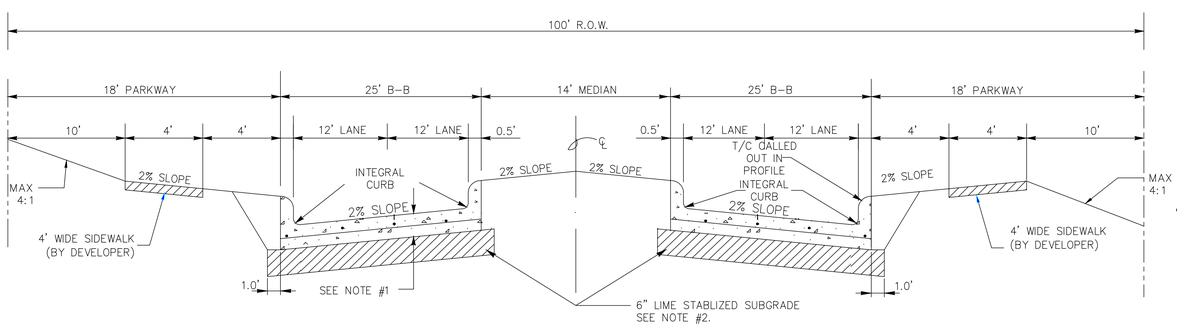
NOTES:
1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" O.C.E.W.
2. RATE OF LIME APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECH RECOMMENDATION)
3. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
4. 4" THICK REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" O.C.E.W. 1 1 /2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY
5. 6" INTEGRAL CURB AND GUTTER

SECTION E-E
TYPICAL BOULEVARD STREET SECTION
(REDFEARN ROAD)
SCALE: NTS



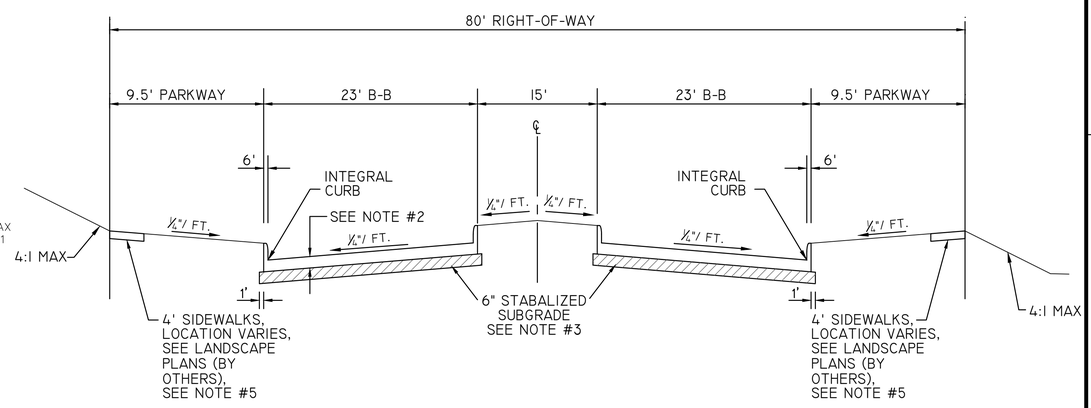
NOTES:
1. 4" CROWN FOR 31' B-B STREET, SAWED LONGITUDINAL DUMMY JOINT
2. 6" REINF. CONC. PVMT. THICKNESS (4,000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS P1) #3 BARS @ 24" OCEW
3. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
4. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
5. 4" THICK REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

SECTION B-B
TYPICAL 31' B-B RESIDENTIAL
STREET SECTION
SCALE: NTS



NOTES:
1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" O.C.E.W.
2. RATE OF LIME APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECH RECOMMENDATION)
3. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
4. 4" THICK REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" O.C.E.W. 1 1 /2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY
5. 6" INTEGRAL CURB AND GUTTER

SECTION D-D
TYPICAL BOULEVARD STREET SECTION
(REDFEARN ROAD)
SCALE: NTS



NOTES:
1. 5" CROWN FOR 23' B-B STREET WITH 15' RAISED MEDIAN
2. 6" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #3 BARS @ 24" O.C.E.W.
3. RATE OF LIME APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECH RECOMMENDATION)
4. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
5. 4" THICK REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" O.C.E.W. 1 1 /2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY
6. 6" INTEGRAL CURB AND GUTTER

SECTION C-C
TYPICAL DIVIDED RESIDENTIAL ENTRANCE
STREET SECTION
SCALE: NTS

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

PAVING DETAILS

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650 Richardson, TX 75081
Tel No. 214-890-0055
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	N.T.S.
DESIGN	CHECKED
BA	RAV

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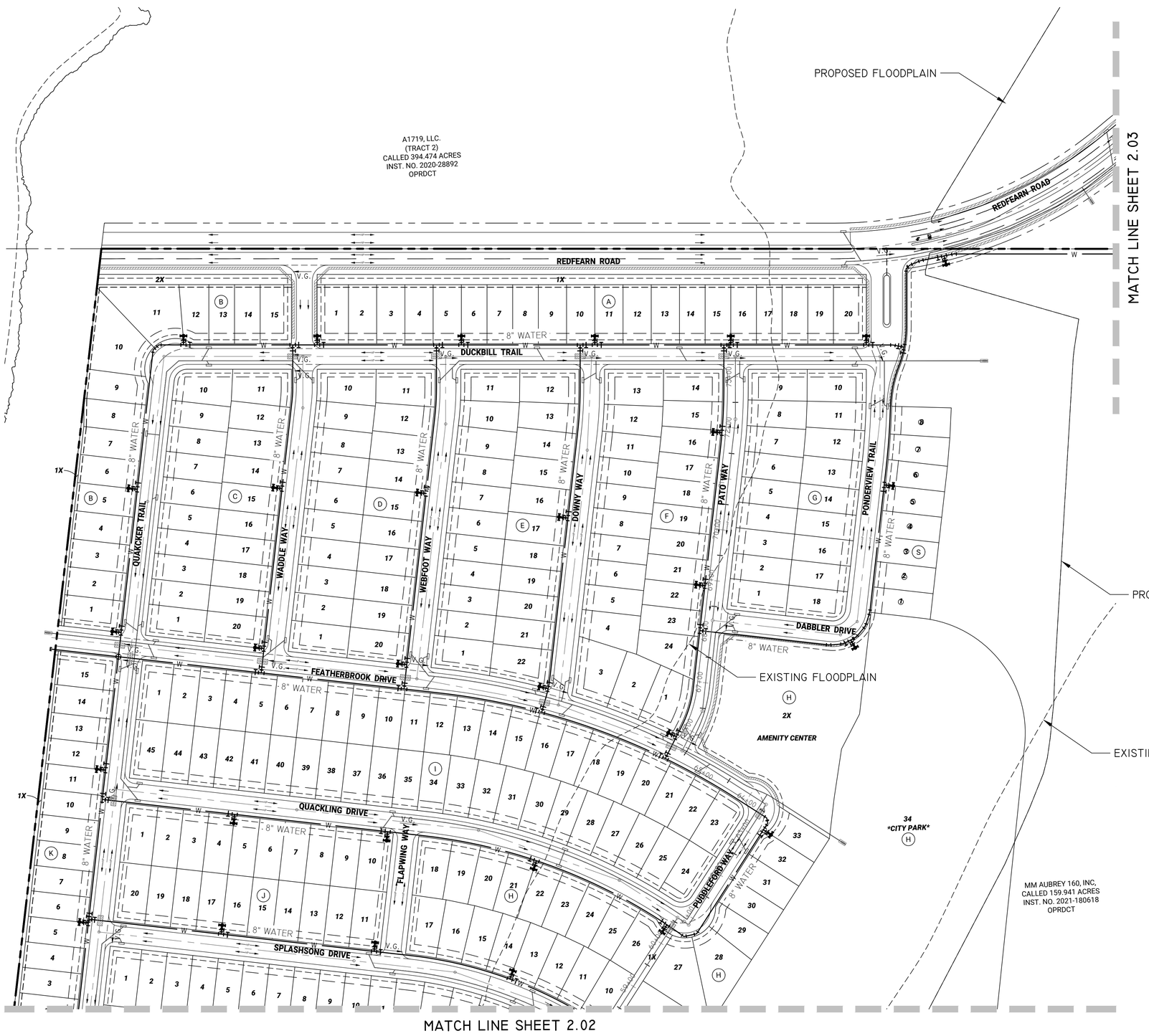

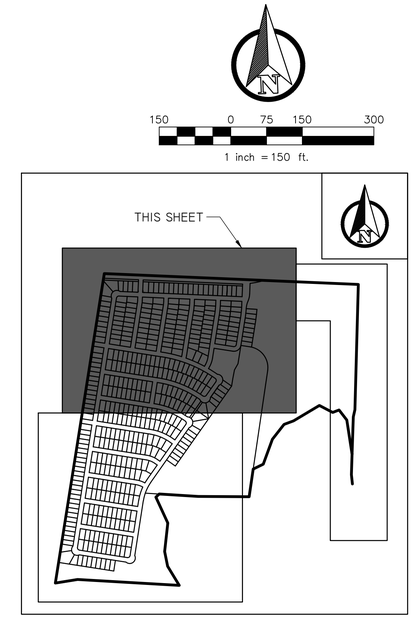

KEY MAP
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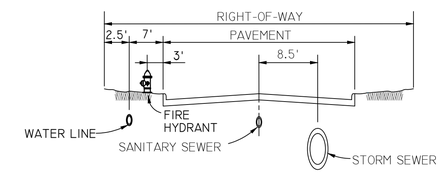

TYPICAL UTILITY LOCATION
(N.T.S.)

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

PRELIMINARY WATER

SHEET 1 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel. No. 214-494-9505
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
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DESIGN	CHECKED
BA	RAV

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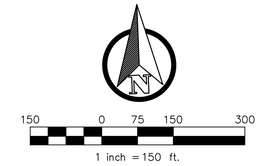

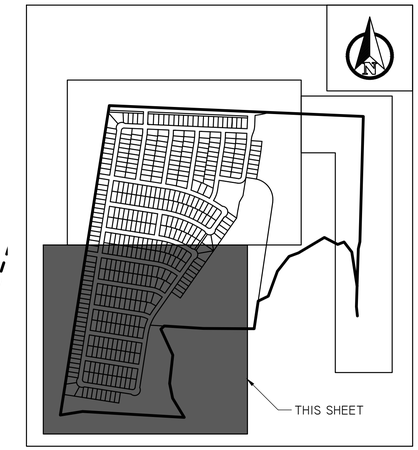

KEY MAP
N.T.S.

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
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NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED
PROFESSIONAL ENGINEER
10/29/2024

PRELIMINARY WATER

SHEET 2 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel. No. 214-466-0006
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
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DESIGN	CHECKED
BA	RAV

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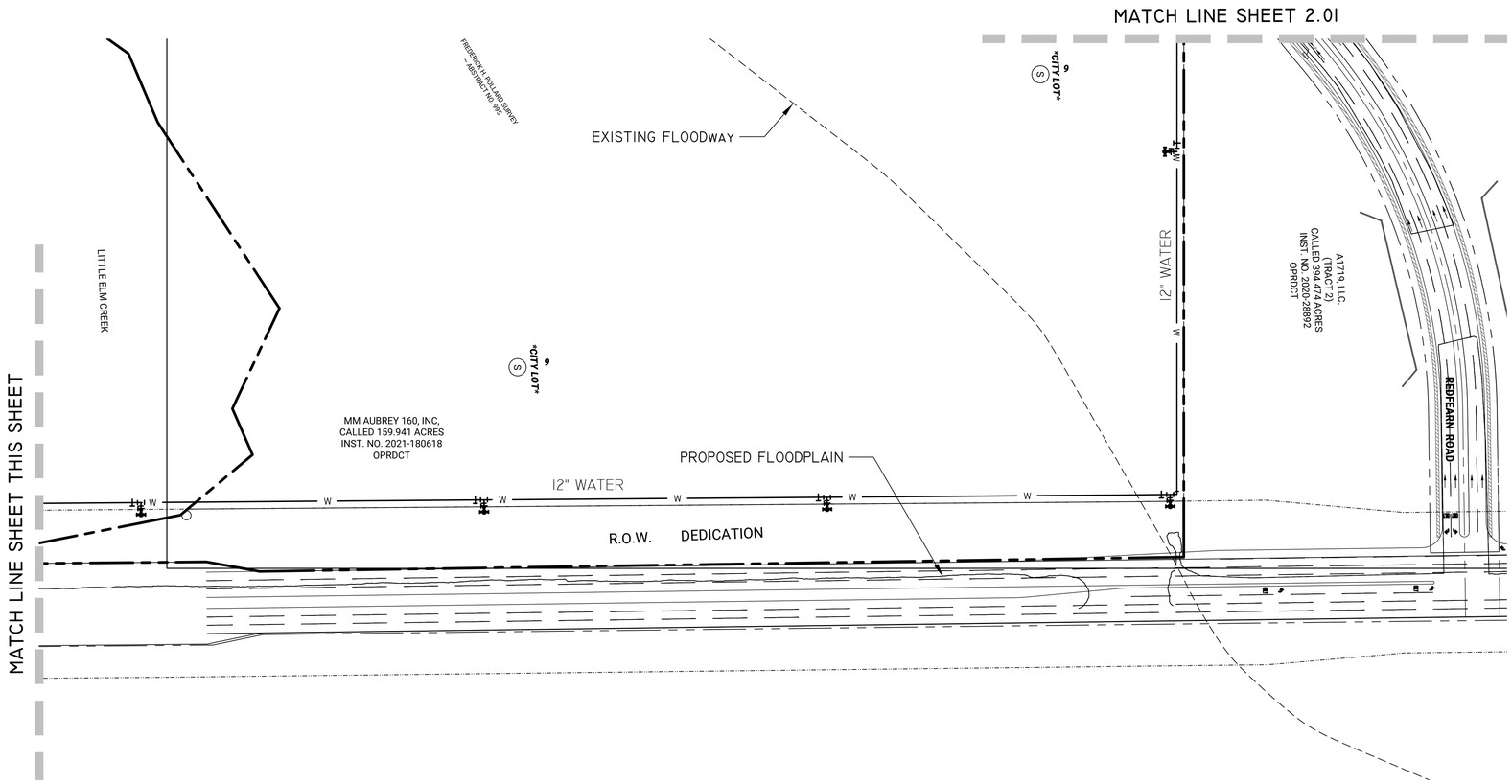

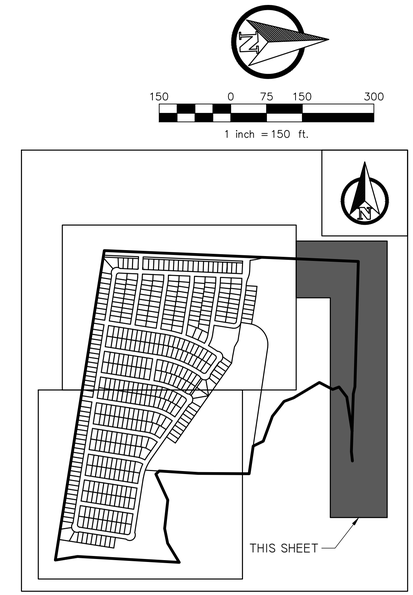

KEY MAP
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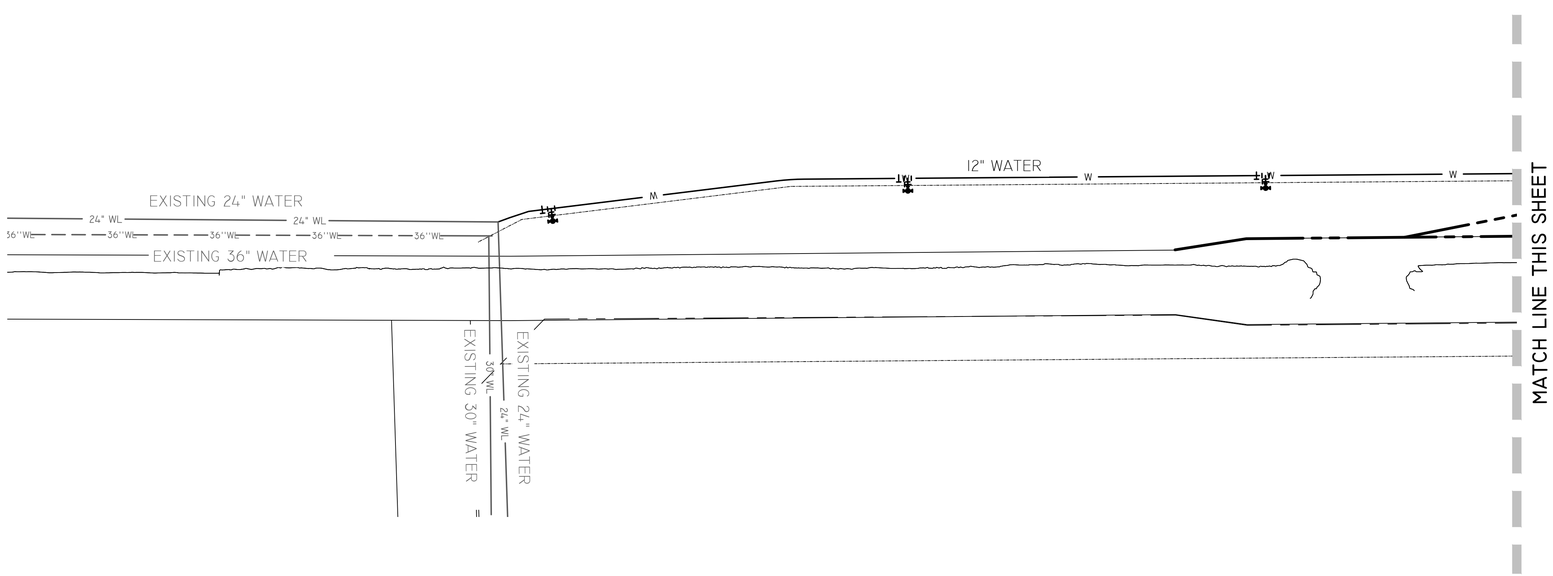

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   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

PRELIMINARY WATER

SHEET 3 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
803 East Campbell Road
Suite 650, Richardson, TX 75081
TEL: 214-686-0025
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 800
FARMERS BRANCH, TX 75234

DATE	SCALE
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DESIGN	CHECKED
BA	RAV

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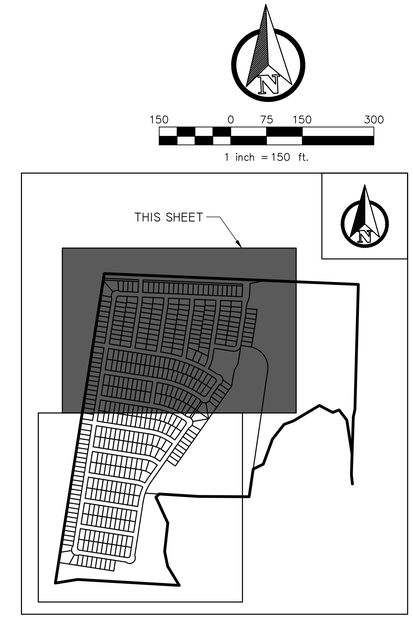

KEY MAP
N.T.S.

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   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

PRELIMINARY SANITARY SEWER

SHEET 1 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 655, Richardson, TX 75081
T.E.L. NO. 214-460-0305
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3880 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
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DESIGN	CHECKED
BA	RAV

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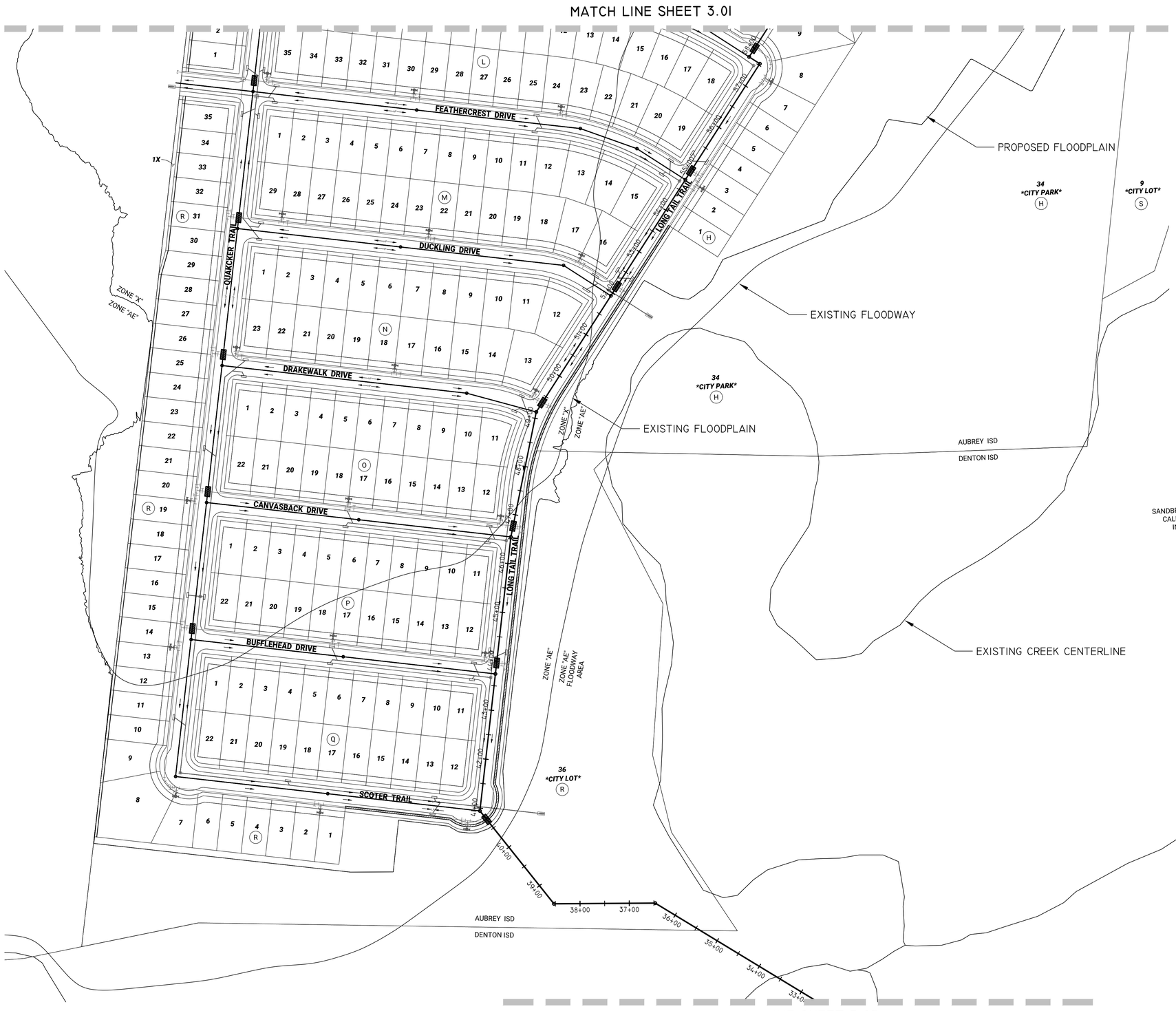

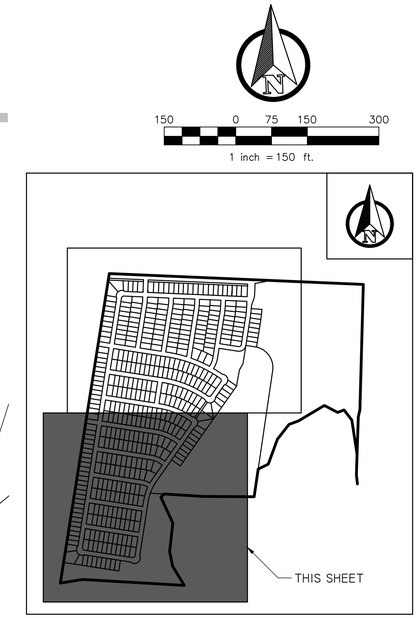

KEY MAP
N.T.S.

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NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

PRELIMINARY SANITARY SEWER

SHEET 2 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650, Richardson, TX 75081
T.B.P.E. No. 21464, T.B.P.L.S. No. 10194455
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

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DESIGN	CHECKED
BA	RAV

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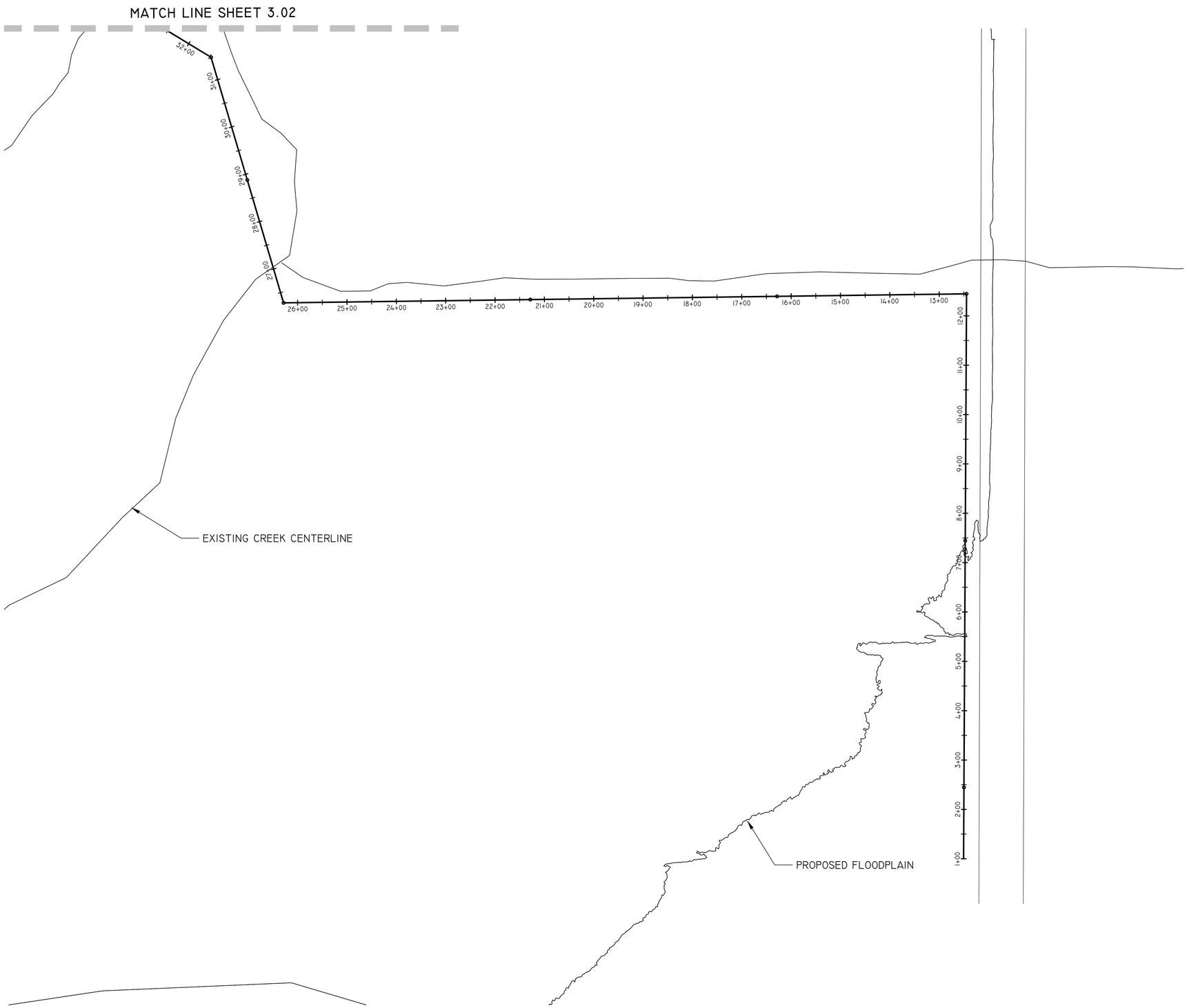

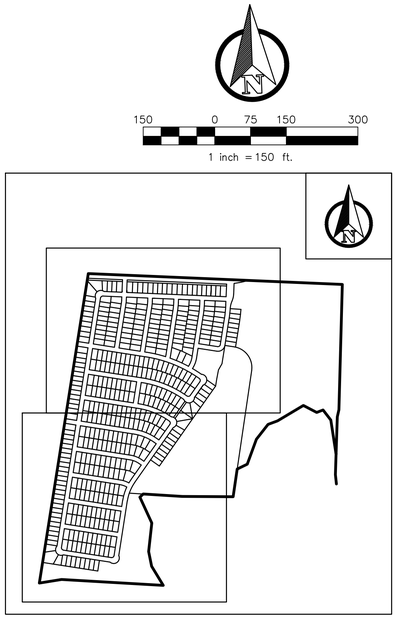

KEY MAP
N.T.S.

BENCHMARKS:

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   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED
PROFESSIONAL ENGINEER
10/29/2024

PRELIMINARY SANITARY SEWER

SHEET 3 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650, Richardson, TX 75081
Texas Reg. No. 24860705
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
2800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

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DESIGN	CHECKED
BA	RAV

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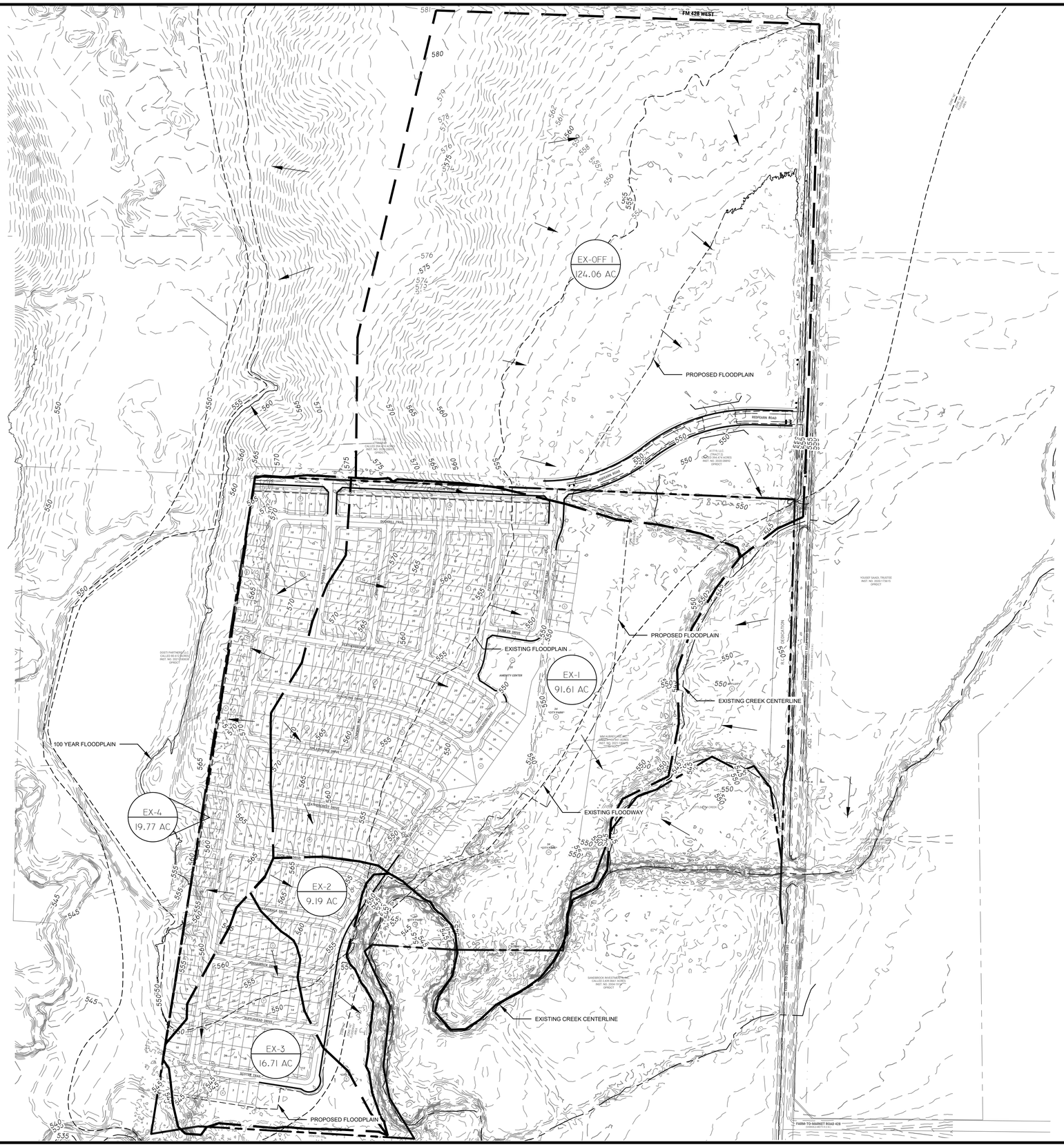

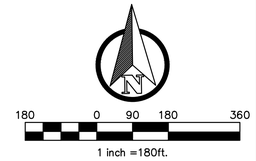

NOTE:

1. REFER TO THE DOWNSTREAM ASSESSMENT STUDY PROVIDED BY SOUTHLAND CONSULTING ENGINEERS; TITLED "DUCK POINT DOWNSTREAM ASSESSMENT, CITY OF AUBREY, TEXAS" DATED AUGUST, 2024" SIGNED AND SEALED BY TRENT FORD, PE, SUBMITTED TO THE CITY OF AUBREY FOR REVIEW AND APPROVAL.

Existing Drainage Area Runoff Table

AREA NAME		ACRES	Runoff, C	Time of Concentration (min)	Intensity (in/hr)	Q100 (cfs)	Comments
EX-OFF 1	5404132.07	124.06	0.3	20	7.18	267.40	DRAINS TO CREEK
EX-1	3990565.41	91.61	0.3	20	7.18	197.45	DRAINS TO CREEK
EX-2	400123.97	9.19	0.3	20	7.18	19.80	DRAINS TO CREEK
EX-3	727787.71	16.71	0.3	20	7.18	36.01	DRAINS TO CREEK
EX-4	861252.33	19.77	0.3	20	7.18	42.62	DRAINS TO POND

CAUTION!!!
EXISTING UTILITIES MAY BE PRESENT
CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY
THE LOCATION OF ALL EXISTING UTILITIES
PRIOR TO EXCAVATION
CALL - TEXAS811

NOTE:

REFER TO PLAT SHEETS FOR GENERAL NOTES.

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
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   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

DRAINAGE AREA MAP

PRE-DEVELOPMENT CONDITIONS

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel. 972-680-5509
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
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DESIGN	CHECKED
BA	RAV

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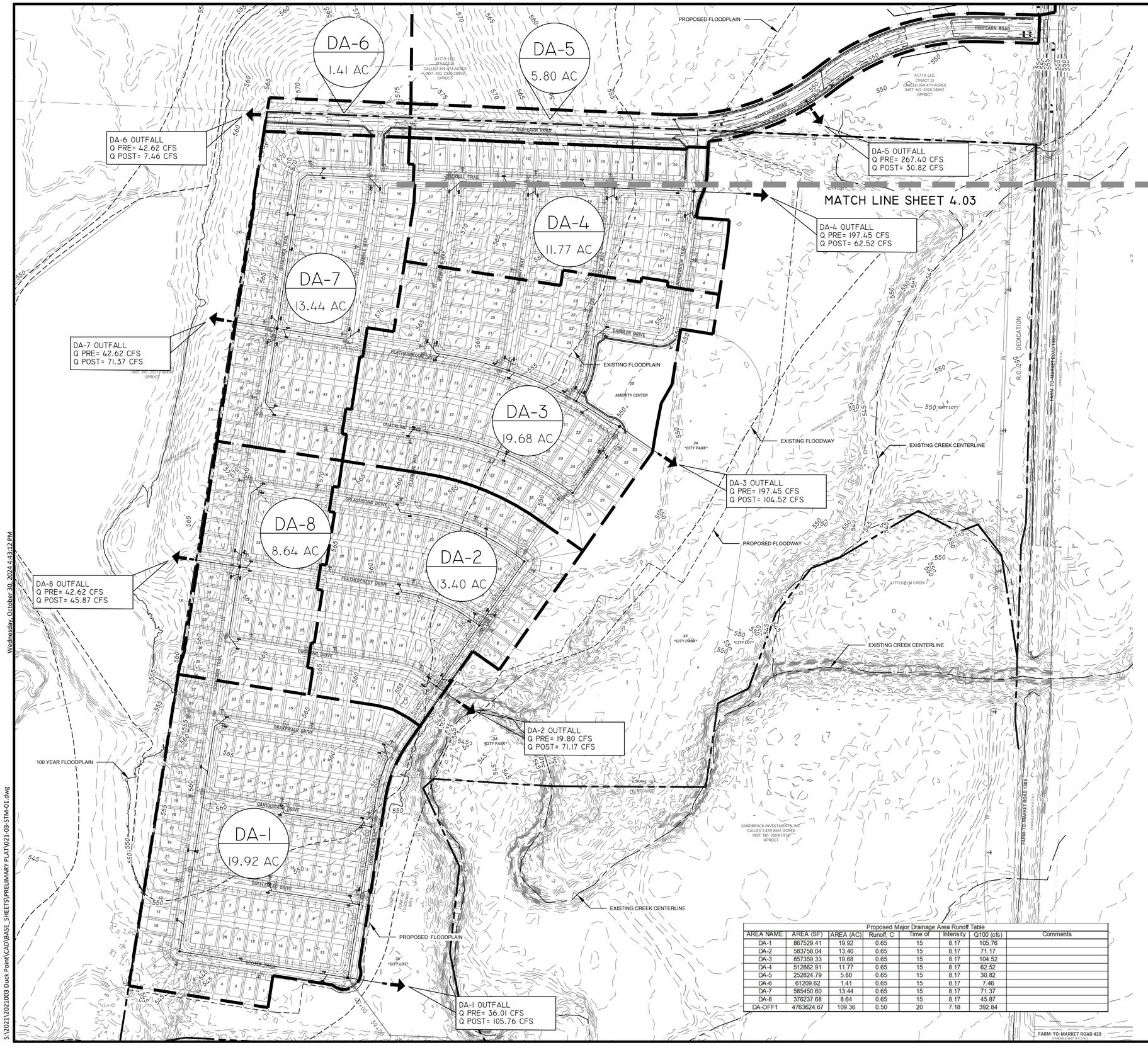

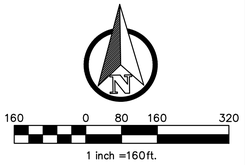

CAUTION!!!
EXISTING UTILITIES MAY BE PRESENT
CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY
THE LOCATION OF ALL EXISTING UTILITIES
PRIOR TO EXCAVATION
CALL - Texas811

NOTE:

REFER TO PLAT SHEETS FOR GENERAL NOTES.

Proposed Major Drainage Area Runoff Table

AREA NAME	AREA (SF)	AREA (AC)	Runoff, C	Time of	Intensity	Q100 (cfs)	Comments
DA-1	867529.41	19.92	0.65	15	8.17	105.76	
DA-2	583758.04	13.40	0.65	15	8.17	71.17	
DA-3	857359.33	19.68	0.65	15	8.17	104.52	
DA-4	512862.91	11.77	0.65	15	8.17	62.52	
DA-5	252824.79	5.80	0.65	15	8.17	30.82	
DA-6	61209.62	1.41	0.65	15	8.17	7.46	
DA-7	585450.60	13.44	0.65	15	8.17	71.37	
DA-8	376237.68	8.64	0.65	15	8.17	45.87	
DA-OFF1	4763624.67	109.36	0.50	20	7.18	392.84	

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
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NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

DRAINAGE AREA MAP

POST-DEVELOPMENT CONDITIONS-MAJOR

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel: 214-340-0293
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
1300 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=160'
DESIGN	CHECKED
BA	RAV

4.02

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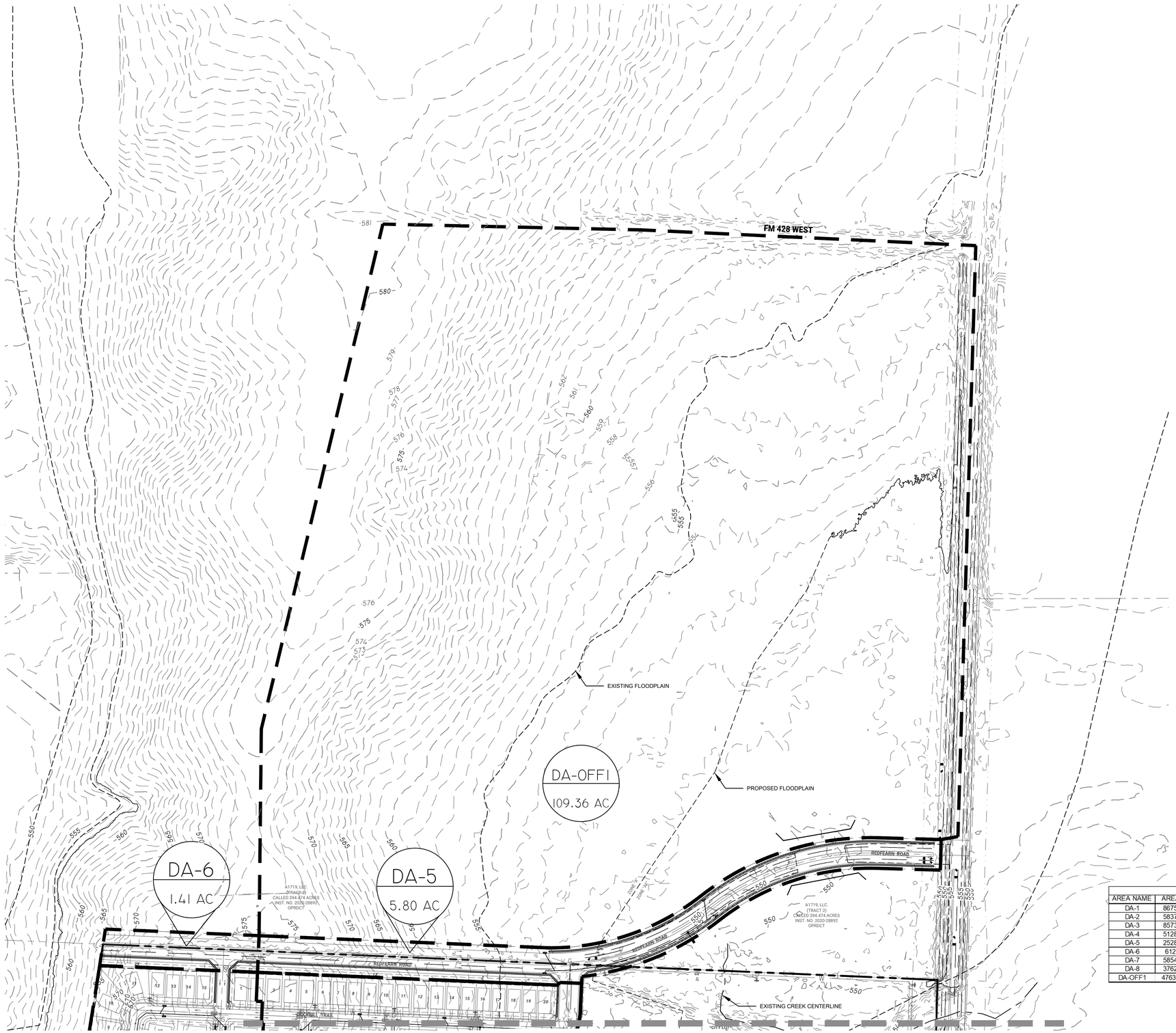

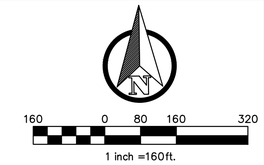

CAUTION!!!
EXISTING UTILITIES MAY BE PRESENT
CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY
THE LOCATION OF ALL EXISTING UTILITIES
PRIOR TO EXCAVATION
CALL - Texas811

NOTE:

REFER TO PLAT SHEETS FOR GENERAL NOTES.

Proposed Major Drainage Area Runoff Table

AREA NAME	AREA (SF)	AREA (AC)	Runoff, C	Time of	Intensity	Q100 (cfs)	Comments
DA-1	867529.41	19.92	0.65	15	8.17	105.76	
DA-2	583758.04	13.40	0.65	15	8.17	71.17	
DA-3	857359.33	19.68	0.65	15	8.17	104.52	
DA-4	512862.91	11.77	0.65	15	8.17	62.52	
DA-5	252824.79	5.80	0.65	15	8.17	30.82	
DA-6	61209.62	1.41	0.65	15	8.17	7.46	
DA-7	585450.60	13.44	0.65	15	8.17	71.37	
DA-8	376237.68	8.64	0.65	15	8.17	45.87	
DA-OFF1	4763624.67	109.36	0.50	20	7.18	392.84	

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

DRAINAGE AREA MAP

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel No. 214-460-0065
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
5800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=160'
DESIGN	CHECKED
BA	RAV

4.03

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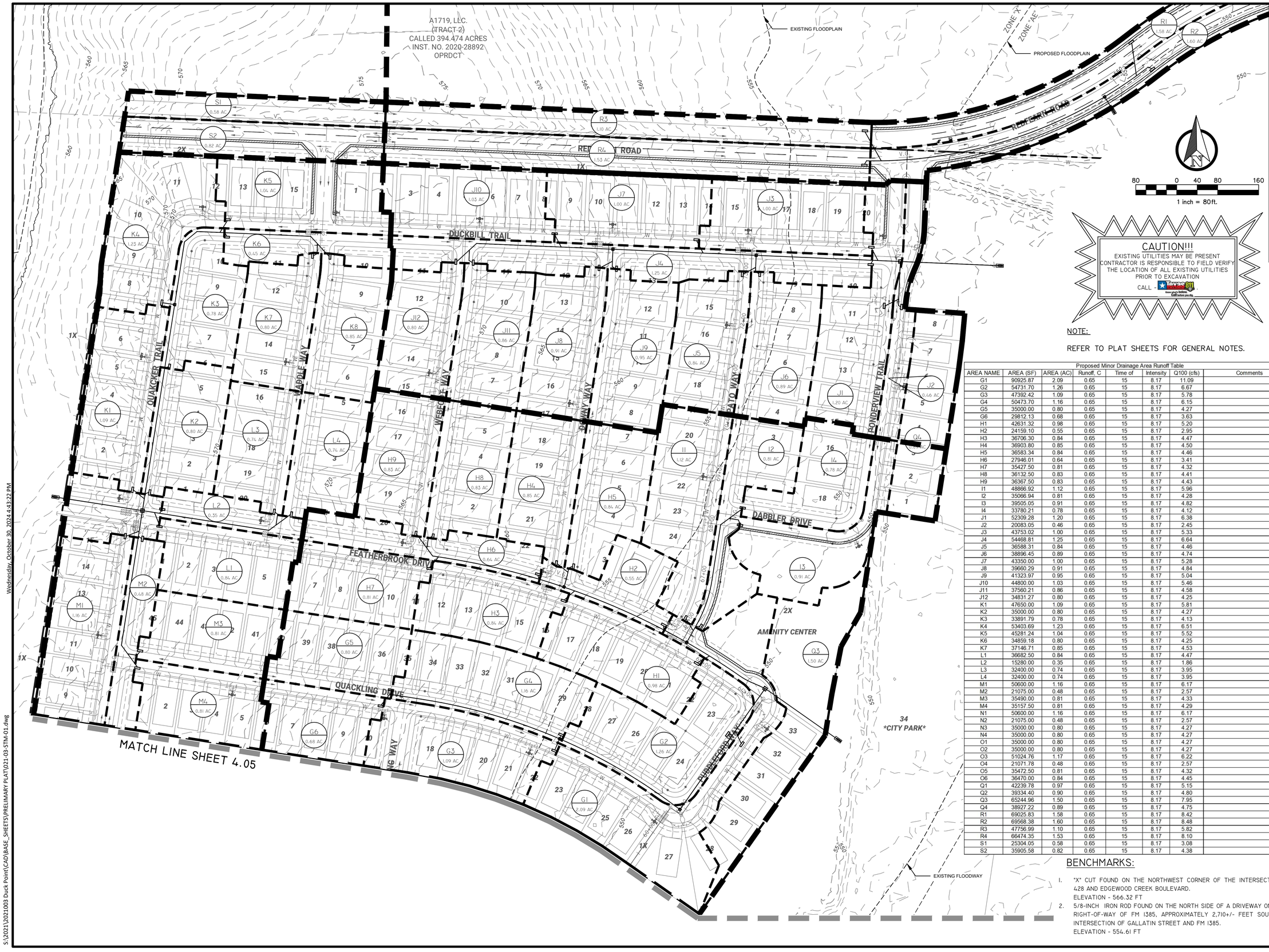

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CALL - Texas811

NOTE:

REFER TO PLAT SHEETS FOR GENERAL NOTES.

Proposed Minor Drainage Area Runoff Table

AREA NAME	AREA (SF)	AREA (AC)	Runoff, C	Time of	Intensity	Q100 (cfs)	Comments
G1	90925.87	2.09	0.65	15	8.17	11.09	
G2	54731.70	1.26	0.65	15	8.17	6.67	
G3	47392.42	1.09	0.65	15	8.17	5.78	
G4	50473.70	1.16	0.65	15	8.17	6.15	
G5	35000.00	0.80	0.65	15	8.17	4.27	
G6	29812.13	0.68	0.65	15	8.17	3.63	
H1	42631.32	0.98	0.65	15	8.17	5.20	
H2	24159.10	0.55	0.65	15	8.17	2.95	
H3	36706.30	0.84	0.65	15	8.17	4.47	
H4	36903.80	0.85	0.65	15	8.17	4.50	
H5	36583.34	0.84	0.65	15	8.17	4.46	
H6	27946.01	0.64	0.65	15	8.17	3.41	
H7	35427.50	0.81	0.65	15	8.17	4.32	
H8	36132.50	0.83	0.65	15	8.17	4.41	
H9	36367.50	0.83	0.65	15	8.17	4.43	
I1	48866.92	1.12	0.65	15	8.17	5.96	
I2	35066.94	0.81	0.65	15	8.17	4.28	
I3	39505.05	0.91	0.65	15	8.17	4.82	
I4	33780.21	0.78	0.65	15	8.17	4.12	
J1	52309.28	1.20	0.65	15	8.17	6.38	
J2	20083.05	0.46	0.65	15	8.17	2.45	
J3	43753.02	1.00	0.65	15	8.17	5.33	
J4	54468.81	1.25	0.65	15	8.17	6.64	
J5	36588.31	0.84	0.65	15	8.17	4.46	
J6	38896.45	0.89	0.65	15	8.17	4.74	
J7	43350.00	1.00	0.65	15	8.17	5.28	
J8	39660.29	0.91	0.65	15	8.17	4.84	
J9	41323.97	0.95	0.65	15	8.17	5.04	
J10	44800.00	1.03	0.65	15	8.17	5.46	
J11	37560.21	0.86	0.65	15	8.17	4.58	
J12	34831.27	0.80	0.65	15	8.17	4.25	
K1	47650.00	1.09	0.65	15	8.17	5.81	
K2	35000.00	0.80	0.65	15	8.17	4.27	
K3	33891.79	0.78	0.65	15	8.17	4.13	
K4	53403.69	1.23	0.65	15	8.17	6.51	
K5	45281.24	1.04	0.65	15	8.17	5.52	
K6	34859.18	0.80	0.65	15	8.17	4.25	
K7	37146.71	0.85	0.65	15	8.17	4.53	
L1	36682.50	0.84	0.65	15	8.17	4.47	
L2	15280.00	0.35	0.65	15	8.17	1.86	
L3	32400.00	0.74	0.65	15	8.17	3.95	
L4	32400.00	0.74	0.65	15	8.17	3.95	
M1	50600.00	1.16	0.65	15	8.17	6.17	
M2	21075.00	0.48	0.65	15	8.17	2.57	
M3	35490.00	0.81	0.65	15	8.17	4.33	
M4	35157.50	0.81	0.65	15	8.17	4.29	
N1	50600.00	1.16	0.65	15	8.17	6.17	
N2	21075.00	0.48	0.65	15	8.17	2.57	
N3	35000.00	0.80	0.65	15	8.17	4.27	
N4	35000.00	0.80	0.65	15	8.17	4.27	
O1	35000.00	0.80	0.65	15	8.17	4.27	
O2	35000.00	0.80	0.65	15	8.17	4.27	
O3	51024.76	1.17	0.65	15	8.17	6.22	
O4	21071.78	0.48	0.65	15	8.17	2.57	
O5	35472.50	0.81	0.65	15	8.17	4.32	
O6	36470.00	0.84	0.65	15	8.17	4.45	
Q1	42239.78	0.97	0.65	15	8.17	5.15	
Q2	39334.40	0.90	0.65	15	8.17	4.80	
Q3	65244.96	1.50	0.65	15	8.17	7.95	
Q4	38927.22	0.89	0.65	15	8.17	4.75	
R1	69025.83	1.58	0.65	15	8.17	8.42	
R2	69568.38	1.60	0.65	15	8.17	8.48	
R3	47756.99	1.10	0.65	15	8.17	5.82	
R4	66474.35	1.53	0.65	15	8.17	8.10	
S1	25304.05	0.58	0.65	15	8.17	3.08	
S2	35905.58	0.82	0.65	15	8.17	4.38	

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

DRAINAGE AREA MAP

PRE-DEVELOPMENT CONDITIONS-MINOR

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650 Richardson, TX 75081
Tel. 214-705-0555
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=80'
DESIGN	CHECKED
BA	RAV

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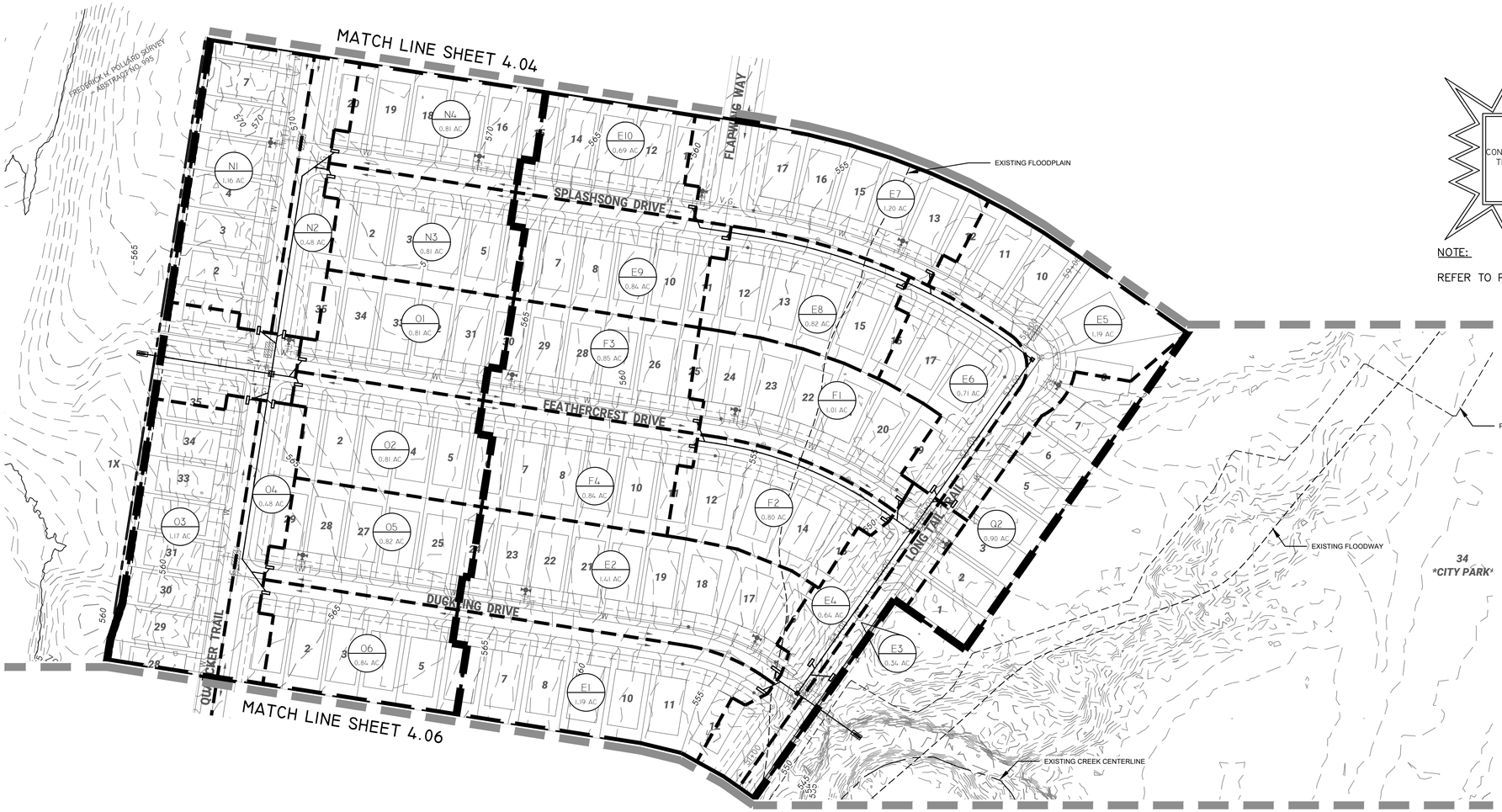

80 0 40 80 160

1 inch = 80ft.

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PRIOR TO EXCAVATION
CALL - Texas811

NOTE:

REFER TO PLAT SHEETS FOR GENERAL NOTES.

Proposed Minor Drainage Area Runoff Table

AREA NAME	AREA (SF)	AREA (AC)	Runoff, C	Time of	Intensity	Q100 (cfs)	Comments
E1	51859.18	1.19	0.65	15	8.17	6.32	
E2	61573.62	1.41	0.65	15	8.17	7.51	
E3	14725.31	0.34	0.65	15	8.17	1.80	
E4	27762.89	0.64	0.65	15	8.17	3.38	
E5	51694.79	1.19	0.65	15	8.17	6.30	
E6	30733.77	0.71	0.65	15	8.17	3.75	
E7	52235.66	1.20	0.65	15	8.17	6.37	
E8	35830.06	0.82	0.65	15	8.17	4.37	
E9	36845.00	0.85	0.65	15	8.17	4.49	
E10	29940.00	0.69	0.65	15	8.17	3.65	
F1	43871.54	1.01	0.65	15	8.17	5.35	
F2	34868.66	0.80	0.65	15	8.17	4.25	
F3	36881.25	0.85	0.65	15	8.17	4.50	
F4	36811.25	0.85	0.65	15	8.17	4.49	
N1	50600.00	1.16	0.65	15	8.17	6.17	
N2	21075.00	0.48	0.65	15	8.17	2.57	
N3	35000.00	0.80	0.65	15	8.17	4.27	
N4	35000.00	0.80	0.65	15	8.17	4.27	
O1	35000.00	0.80	0.65	15	8.17	4.27	
O2	35000.00	0.80	0.65	15	8.17	4.27	
O3	51024.76	1.17	0.65	15	8.17	6.22	
O4	21071.78	0.48	0.65	15	8.17	2.57	
O5	35472.50	0.81	0.65	15	8.17	4.32	
O6	36470.00	0.84	0.65	15	8.17	4.45	
Q1	42239.78	0.97	0.65	15	8.17	5.15	
Q2	39334.40	0.90	0.65	15	8.17	4.80	
Q3	65244.96	1.50	0.65	15	8.17	7.95	
Q4	38927.22	0.89	0.65	15	8.17	4.75	

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

DRAINAGE AREA MAP

PRE-DEVELOPMENT CONDITIONS-MINOR

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel No. 214-460-0065
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
5800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=80'
DESIGN	CHECKED
BA	RAV

4.05

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80 0 40 80 160

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CALL - Texas811

NOTE:

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Proposed Minor Drainage Area Runoff Table

AREA NAME	AREA (SF)	AREA (AC)	Runoff, C	Time of	Intensity	Q100 (cfs)	Comments
A1	64496.44	1.48	0.65	15	8.17	7.86	
A2	65588.50	1.51	0.65	15	8.17	8.00	
A3	41828.50	0.96	0.65	15	8.17	5.10	
A4	37409.57	0.86	0.65	15	8.17	4.56	
A5	33918.22	0.78	0.65	15	8.17	4.14	
A6	44748.69	1.03	0.65	15	8.17	5.46	
A7	44785.69	1.03	0.65	15	8.17	5.46	
A8	35472.50	0.81	0.65	15	8.17	4.32	
A9	36470.00	0.84	0.65	15	8.17	4.45	
B1	15681.43	0.36	0.65	15	8.17	1.91	
B2	38470.14	0.88	0.65	15	8.17	4.69	
B3	37193.72	0.85	0.65	15	8.17	4.53	
B4	41934.18	0.96	0.65	15	8.17	5.11	
C1	36800.00	0.84	0.65	15	8.17	4.49	
C2	36800.00	0.84	0.65	15	8.17	4.49	
C3	35000.00	0.80	0.65	15	8.17	4.27	
C4	35000.00	0.80	0.65	15	8.17	4.27	
D1	36800.00	0.84	0.65	15	8.17	4.49	
D2	36800.00	0.84	0.65	15	8.17	4.49	
D3	35000.00	0.80	0.65	15	8.17	4.27	
D4	35000.00	0.80	0.65	15	8.17	4.27	
Q1	42239.78	0.97	0.65	15	8.17	5.15	

BENCHMARKS:

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STATE OF TEXAS
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129439
LICENSED PROFESSIONAL ENGINEER
10/29/2024

DRAINAGE AREA MAP

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DUCK POINT DEVELOPMENT

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1800 VALLEY VIEW LANE, SUITE 300
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DATE	SCALE
10/15/2024	1"=80'
DESIGN	CHECKED
BA	RAV

4.06

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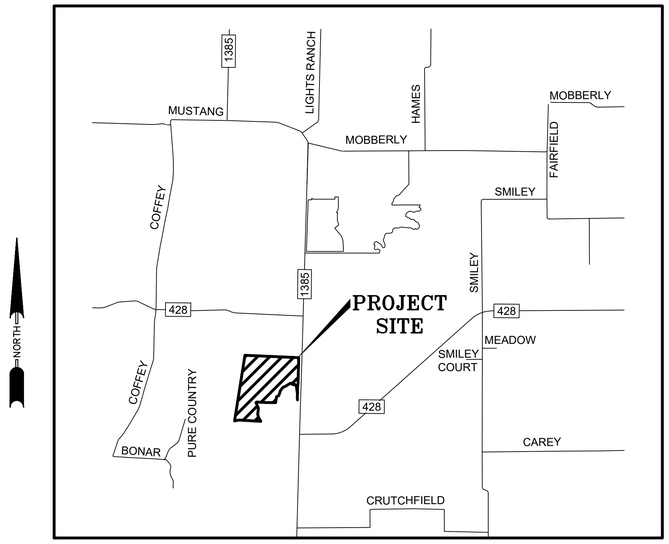
Wednesday, October 30, 2024 4:43:32 PM

PRELIMINARY DEVELOPMENT PLANS
FOR
DUCK POINT DEVELOPMENT
CITY OF AUBREY ETJ
DENTON COUNTY, TEXAS

NO.	DATE	REVISION

DUCK POINT DEVELOPMENT



LOCATION MAP
N.T.S.

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
0.00	COVER
0.01	PRELIMINARY PLAT
0.02	PRELIMINARY PLAT
0.03	PRELIMINARY PLAT
0.04	PRELIMINARY PLAT
0.05	PRELIMINARY PLAT
0.06	PRELIMINARY PLAT
1.00	PRELIMINARY KEY MAP PAVING
1.01	PRELIMINARY PAVING PLAN
1.02	PRELIMINARY PAVING PLAN
1.03	PRELIMINARY PAVING PLAN
1.04	PRELIMINARY PAVING PLAN
1.05	PRELIMINARY PAVING PLAN
1.06	PRELIMINARY PAVING PLAN
1.07	PRELIMINARY PAVING PLAN
1.08	PRELIMINARY PAVING DETAILS
2.01	PRELIMINARY WATER
2.02	PRELIMINARY WATER
2.03	PRELIMINARY WATER
3.01	PRELIMINARY SANITARY SEWER
3.02	PRELIMINARY SANITARY SEWER
3.03	PRELIMINARY SANITARY SEWER
4.01	DRAINAGE AREA MAP
4.02	DRAINAGE AREA MAP
4.03	DRAINAGE AREA MAP
4.04	DRAINAGE AREA MAP
4.05	DRAINAGE AREA MAP
4.06	DRAINAGE AREA MAP

BHC Second Review
10-23-2024

Second review of the Duck Point Preliminary Plat submittal. Our review is for general compliance with the City of Aubrey development requirements. It is based on the City's Code of Ordinances and Good Engineering Practice, and does not relieve the design engineer of their responsibilities as the Engineer of Record under the Texas Engineering Practice Act.

Resubmittal shall include previous review comments and the Engineer's responses to each comment, either on the marked up sheets or as a separate response letter.

Gary Hendricks, P.E., R.P.L.S.
James Jacobs, E.I.T

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED
PROFESSIONAL ENGINEER
10/14/2024

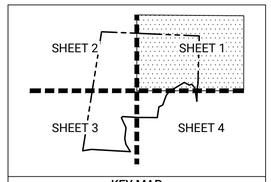
ENGINEER:

BARRAZA CONSULTING GROUP, LLC
801 EAST CAMPBELL ROAD
SUITE 650, RICHARDSON, TX 75081
TEL. NO. 214-484-7055
TBPELS FIRM LIC. 20683

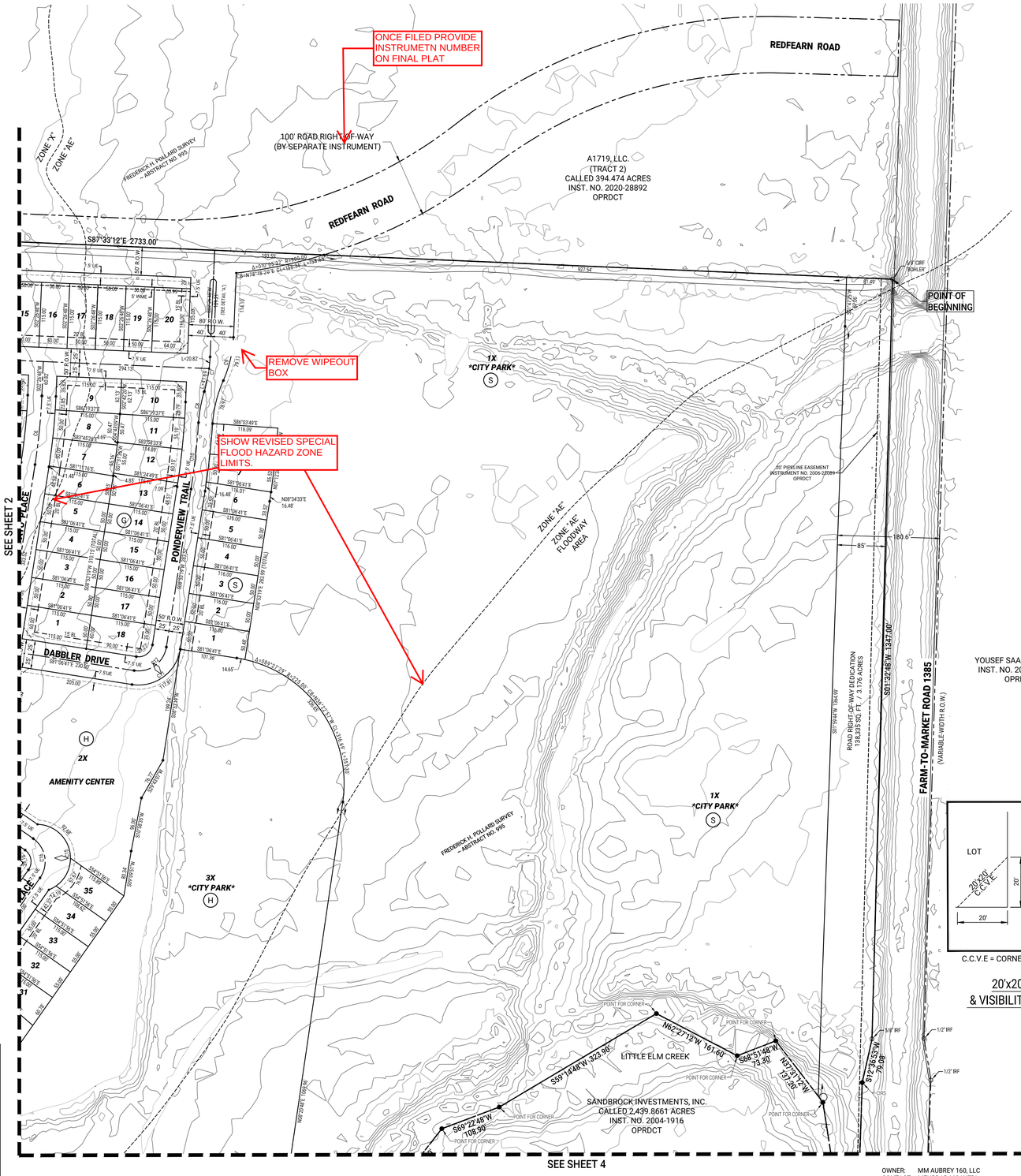
DEVELOPER:

CENTURION AMERICAN
CENTURION AMERICAN DEVELOPMENT GROUP
1800 VALLEY VIEW LANE, SUITE 300
DALLAS, TX 75234

OCTOBER 2024



KEY MAP
(NOT TO SCALE)



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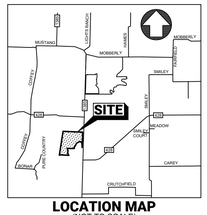
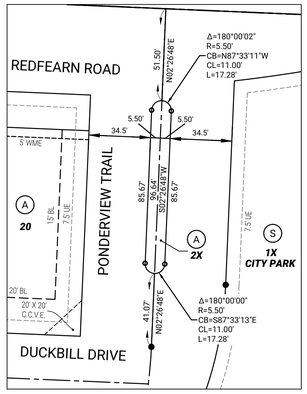


LOCATION MAP
(NOT TO SCALE)

DETAIL "A"

SCALE: 1"=40'



LEGEND

IRF	IRON ROD FOUND
CIRS ●	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
CIRF ○	CAPPED IRON ROD FOUND
ESMT	EASEMENT
LS	LANDSCAPE EASEMENT
DCEC	DENTON COUNTY ELECTRIC COOPERATIVE, INC.
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
VE	VISIBILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
WLE	WATER LINE EASEMENT
SSE	SANITARY SEWER EASEMENT
LS&DE	LANDSCAPE & DRAINAGE EASEMENT
BL	BUILDING LINE
RP	RADIUS POINT
HOA	HOME OWNERS ASSOCIATION
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
INST. NO.	INSTRUMENT NUMBER
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
PRDCT	PUBLIC RECORDS, DENTON COUNTY, TEXAS
Ⓐ	SUBDIVISION BLOCK
◇	DENOTES STREET NAME CHANGE

LINETYPE LEGEND:

- BOUNDARY LINE
- PROP. R.O.W. LINE
- PROP. LOT LINE
- PROP. ROAD CL
- BUILDING LINE
- EASEMENT LINE
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NOTES:

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7701 SOUTH STEMMONS
CORINTH, TEXAS 76210
1-800-274-4014

(B) TELEPHONE SERVICE: AT&T
2301 RIDGEVIEW DRIVE
PLANO, TEXAS 75025
(972) 569-3084

(C) WATER & SANITARY SEWER UTILITY SERVICE:
MUSTANG SPECIAL UTILITY DISTRICT
7985 FM 2931
AUBREY, TEXAS 76227
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3. SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
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8. FLOODPLAIN AND FLOODWAY AS DEPICTED (LOT 1X, BLOCK S) IS HEREBY DEDICATED TO THE CITY OF AUBREY.
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10. ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
11. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS.
12. THE CITY OF AUBREY AND/OR DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
13. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS.
14. **SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ZONE AE (SHADED) AND ZONE AE (FLOODWAY AREAS) (ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, NUMBER 48121C0270G, REVISION DATE APRIL 18, 2011.
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16. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 ~ NORTH CENTRAL ZONE NO. 4202 - NAD 83. (ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849393).

CURVE TABLE

CURVE #	DELTA	RADIUS	CH. BEARING	CH. LENGTH	LENGTH
C1	150°50'04'	60.00	S50°35'12"W	116.13'	157.95
C2	083°33'29"	50.00	S50°40'03"W	66.63'	72.92
C3	006°26'31'	250.00	N05°40'03"E	28.09'	28.11
C4	006°26'31'	530.00	N05°40'03"E	59.56'	59.59
C5	006°26'31'	810.00	N05°40'03"E	91.02'	91.07
C6	006°26'31'	1090.00	N05°40'03"E	122.49'	122.55
C7	014°19'31'	250.00	N09°36'33"E	62.34'	62.51
C8	012°50'08'	250.00	N10°21'14"E	55.89'	56.01
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C18	090°17'50'	50.00	N80°16'59"E	70.89'	78.80
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C26	090°00'00'	50.00	S36°06'41"E	70.71'	78.54
C27	026°14'45'	500.00	S22°00'41"W	227.04'	229.04

LINE TABLE

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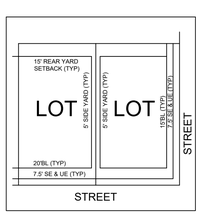


MINIMUM SETBACK EXHIBIT
(Not to Scale)

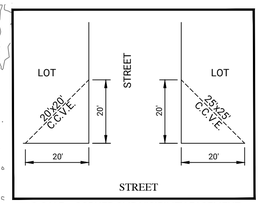
AREA TABLE

TYPE	QUANTITY	AREA (ACRES)
RESIDENTIAL	452	65.103
OPEN SPACE	8	2.917
CITY PARK	3	66.507
RIGHT-OF-WAY	N/A	25.412
TOTAL	463	159.939

LOT INFORMATION

SF-A = 452 LOTS

MIN. LOT SIZE = 5,500 SQ FT



C.C.V.E = CORNER CLIP VISIBILITY EASEMENT

20'x20' CORNER CLIP
& VISIBILITY EASEMENT (TYP.)

N.T.S.

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PRELIMINARY PLAT
DUCK POINT
159.939 ACRES
452 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS

LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X, 3X (CITY PARK) & 1-35, BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X, 2X (CITY PARK) & 1-37, BLOCK R; LOTS 1X (CITY PARK) & 1-8, BLOCK S;

SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS
SCALE 1"=100'

S:\2021\2021003 Duck Point\SURVEY\Plat\Preliminary\DWG_021-003-PP.dwg 10/15/2024 3:19 PM —

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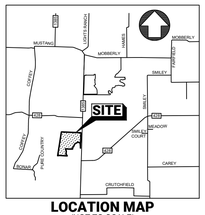

LOCATION MAP
(NOT TO SCALE)

LEGEND	
IRF	IRON ROD FOUND
CIRS ●	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
CIRF ○	CAPPED IRON ROD FOUND
ESMT	EASEMENT
LS	LANDSCAPE EASEMENT
DCEC	DENTON COUNTY ELECTRIC COOPERATIVE, INC.
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
VE	VISIBILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
WLE	WATER LINE EASEMENT
SSE	SANITARY SEWER EASEMENT
LS&DE	LANDSCAPE & DRAINAGE EASEMENT
BL	BUILDING LINE
RP	RADIUS POINT
HOA	HOME OWNERS ASSOCIATION
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
INST. NO.	INSTRUMENT NUMBER
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
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LINETYPE LEGEND:

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8 NON-RESIDENTIAL LOTS

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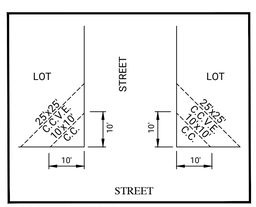
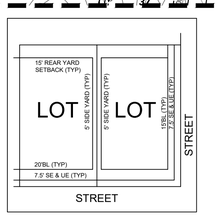


C.C. = CORNER CLIP
C.C.V.E = CORNER CLIP VISIBILITY EASEMENT

10'x10' VISIBILITY EASEMENT
& CORNER CLIP EASEMENT (TYP.)
N.T.S.



MINIMUM SETBACK
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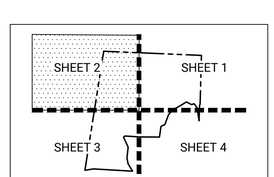

KEY MAP
(NOT TO SCALE)

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TOTAL	463	159.939

LOT INFORMATION

SF-6 = 452 LOTS

LOTS RANGE IN SIZE FROM
6,000 SQ FT TO 16,166 SQ FT

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS
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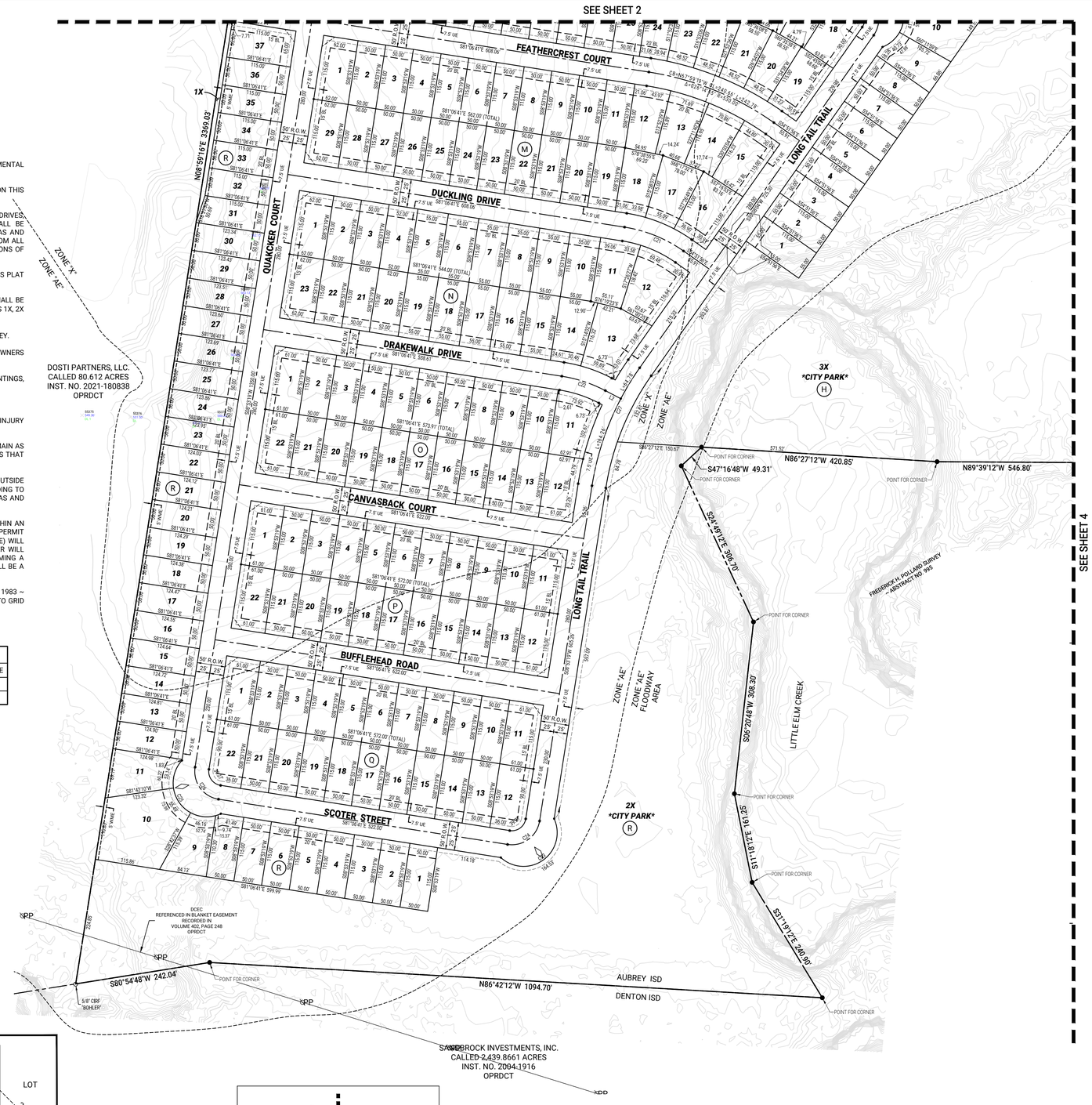
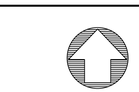
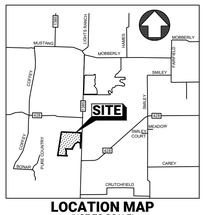
5. THE CITY OF AUBREY AND/OR DENTON COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF AUBREY FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.
6. ALL UTILITY EASEMENTS FOR FRANCHISE DRY UTILITIES SHOWN HEREON ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF THE FRANCHISE DRY UTILITIES UNLESS OTHERWISE NOTED.
7. LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS. OWNERSHIP AND MAINTENANCE OF "X" LOTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION (HOA). (LOT 1X BLOCK A, LOT 1X BLOCK B, LOTS 1X, 2X & 3X BLOCK H, LOT 1X BLOCK K, AND LOTS 1X, 2X BLOCK R).
8. FLOODPLAIN AND FLOODWAY AS DEPICTED (LOT 1X, BLOCK S) IS HEREBY DEDICATED TO THE CITY OF AUBREY.
9. MAINTENANCE OF WALL MAINTENANCE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION (HOA).
10. ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
11. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS.
12. THE CITY OF AUBREY AND/OR DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
13. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS.
14. **SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ZONE AE (SHADED) AND ZONE AE (FLOODWAY AREAS) (ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, NUMBER 48121C0270G, REVISION DATE APRIL 18, 2011.
15. NO CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE CITY OF AUBREY SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FOOT ABOVE THE 100-YEAR FLOOD ELEVATION.
16. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 ~ NORTH CENTRAL ZONE NO. 4202 - NAD 83. (ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849393).

CURVE TABLE					
CURVE #	DELTA	RADIUS	CH. BEARING	CH. LENGTH	LENGTH
C1	150°50'04"	60.00	S50°35'12"W	116.13'	157.95
C2	083°33'29"	50.00	S50°40'03"W	66.63'	72.92
C3	006°26'31"	250.00	N05°40'03"E	28.09'	28.11
C4	006°26'31"	530.00	N05°40'03"E	59.56'	59.59
C5	006°26'31"	810.00	N05°40'03"E	91.02'	91.07
C6	006°26'31"	1090.00	N05°40'03"E	122.49'	122.55
C7	014°19'31"	250.00	N09°36'33"E	62.34'	62.51
C8	012°50'08"	250.00	N10°21'14"E	55.89'	56.01
C9	021°35'59"	210.00	N13°14'47"E	78.70'	79.17
C10	004°57'08"	1370.00	N06°24'45"E	118.38'	118.41
C11	090°00'00"	75.00	N53°53'19"E	106.07'	117.81
C12	090°00'00"	50.00	N53°53'19"E	70.71'	78.54
C13	020°29'18"	250.00	N19°07'58"E	88.92'	89.40
C14	009°32'19"	250.00	N13°39'28"E	41.57'	41.62
C15	157°07'04"	60.00	N09°52'02"W	117.62'	164.53
C16	089°44'36"	50.00	N09°44'14"W	70.55'	78.32
C17	157°06'38"	60.00	N80°07'56"E	117.61'	164.53
C18	090°17'50"	50.00	N80°16'59"E	70.89'	78.80
C19	157°07'12"	60.00	N09°52'06"W	117.62'	164.54
C20	089°33'15"	50.00	N09°38'34"W	70.44'	78.15
C21	026°14'45"	250.00	N67°59'19"W	113.52'	114.52
C22	018°49'23"	250.00	N71°42'00"W	81.76'	82.13
C23	157°06'53"	60.00	N53°53'19"E	117.61'	164.53
C24	090°00'00"	50.00	N53°53'19"E	70.71'	78.54
C25	157°06'53"	60.00	S36°06'41"E	117.61'	164.53
C26	090°00'00"	50.00	S36°06'41"E	70.71'	78.54
C27	026°14'45"	500.00	S22°00'41"W	227.04'	229.04

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N18°25'38"E	8.75'
L2	N62°17'19"W	31.14'







LOCATION MAP
(NOT TO SCALE)

LEGEND

IRF	IRON ROD FOUND
CIRS ●	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
CIRF ○	CAPPED IRON ROD FOUND
ESMT	EASEMENT
LS	LANDSCAPE EASEMENT
DCEC	DENTON COUNTY ELECTRIC COOPERATIVE, INC.
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
VE	VISIBILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
WLE	WATER LINE EASEMENT
SSE	SANITARY SEWER EASEMENT
LS&DE	LANDSCAPE & DRAINAGE EASEMENT
BL	BUILDING LINE
RP	RADIUS POINT
HOA	HOME OWNERS ASSOCIATION
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
INST. NO.	INSTRUMENT NUMBER
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
PRDCT	PUBLIC RECORDS, DENTON COUNTY, TEXAS
Ⓐ	SUBDIVISION BLOCK
◇	DENOTES STREET NAME CHANGE

LINETYPE LEGEND:

- BOUNDARY LINE
- PROP. R.O.W. LINE
- PROP. LOT LINE
- PROP. ROAD CL
- BUILDING LINE
- EASEMENT LINE
- ABSTRACT LINE

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

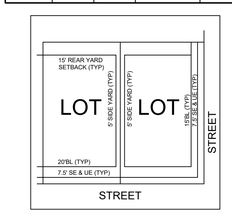
PRELIMINARY PLAT

DUCK POINT

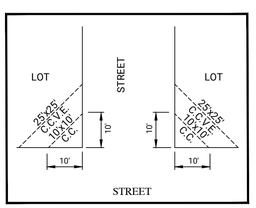
159.939 ACRES
452 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS

LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X, 3X (CITY PARK) & 1-35, BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X, 2X (CITY PARK) & 1-37, BLOCK R; LOTS 1X (CITY PARK) & 1-8, BLOCK S;

SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

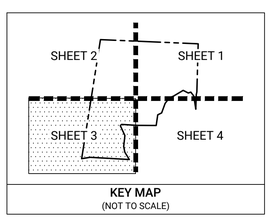


MINIMUM SETBACK EXHIBIT
(Not to Scale)



C.C. = CORNER CLIP
C.C.V.E = CORNER CLIP VISIBILITY EASEMENT

10'x10' VISIBILITY EASEMENT & CORNER CLIP EASEMENT (TYP.)
N.T.S.



KEY MAP
(NOT TO SCALE)

AREA TABLE		
TYPE	QUANTITY	AREA (ACRES)
RESIDENTIAL	452	65.103
OPEN SPACE	8	2.917
CITY PARK	3	66.507
RIGHT-OF-WAY	N/A	25.412
TOTAL	463	159.939

LOT INFORMATION

SF-6 = 452 LOTS

LOTS RANGE IN SIZE FROM
6,000 SQ FT TO 16,166 SQ FT

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
A.Johnson@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS
SCALE 1"=100'

S:\2021\2021003 Duck Point\SURVEY\Plat\Preliminary\DWGs_021-003-PP.dwg 10/15/2024 3:19 PM —

NOTES:

1. WATER SERVICE AND SANITARY SEWER SERVICE TO BE PROVIDED BY MUSTANG SPECIAL UTILITY DISTRICT.

2. UTILITY PROVIDERS:

(A) ELECTRIC & GAS SERVICE: COSERV
7701 SOUTH STEMMONS
CORINTH, TEXAS 76210
1-800-274-4014

(B) TELEPHONE SERVICE: AT&T
2301 RIDGEVIEW DRIVE
PLANO, TEXAS 75025
(972) 569-3084

(C) WATER & SANITARY SEWER UTILITY SERVICE:
MUSTANG SPECIAL UTILITY DISTRICT
7985 FM 2931
AUBREY, TEXAS 76227
(904) 440-9561

3. SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

4. THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT ARE THE RESPONSIBILITY OF THE CITY OF AUBREY.

5. THE CITY OF AUBREY AND/OR DENTON COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF AUBREY FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.

6. ALL UTILITY EASEMENTS FOR FRANCHISE DRY UTILITIES SHOWN HEREON ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF THE FRANCHISE DRY UTILITIES UNLESS OTHERWISE NOTED.

7. LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS. OWNERSHIP AND MAINTENANCE OF "X" LOTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION (HOA). (LOT 1X BLOCK A, LOT 1X BLOCK B, LOTS 1X, 2X & 3X BLOCK H, LOT 1X BLOCK K, AND LOTS 1X, 2X BLOCK R).

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11. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS.

12. THE CITY OF AUBREY AND/OR DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

13. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS.

14. **SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ZONE AE (SHADED) AND ZONE AE (FLOODWAY AREAS) (ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, NUMBER 48121C0270G, REVISION DATE APRIL 18, 2011.

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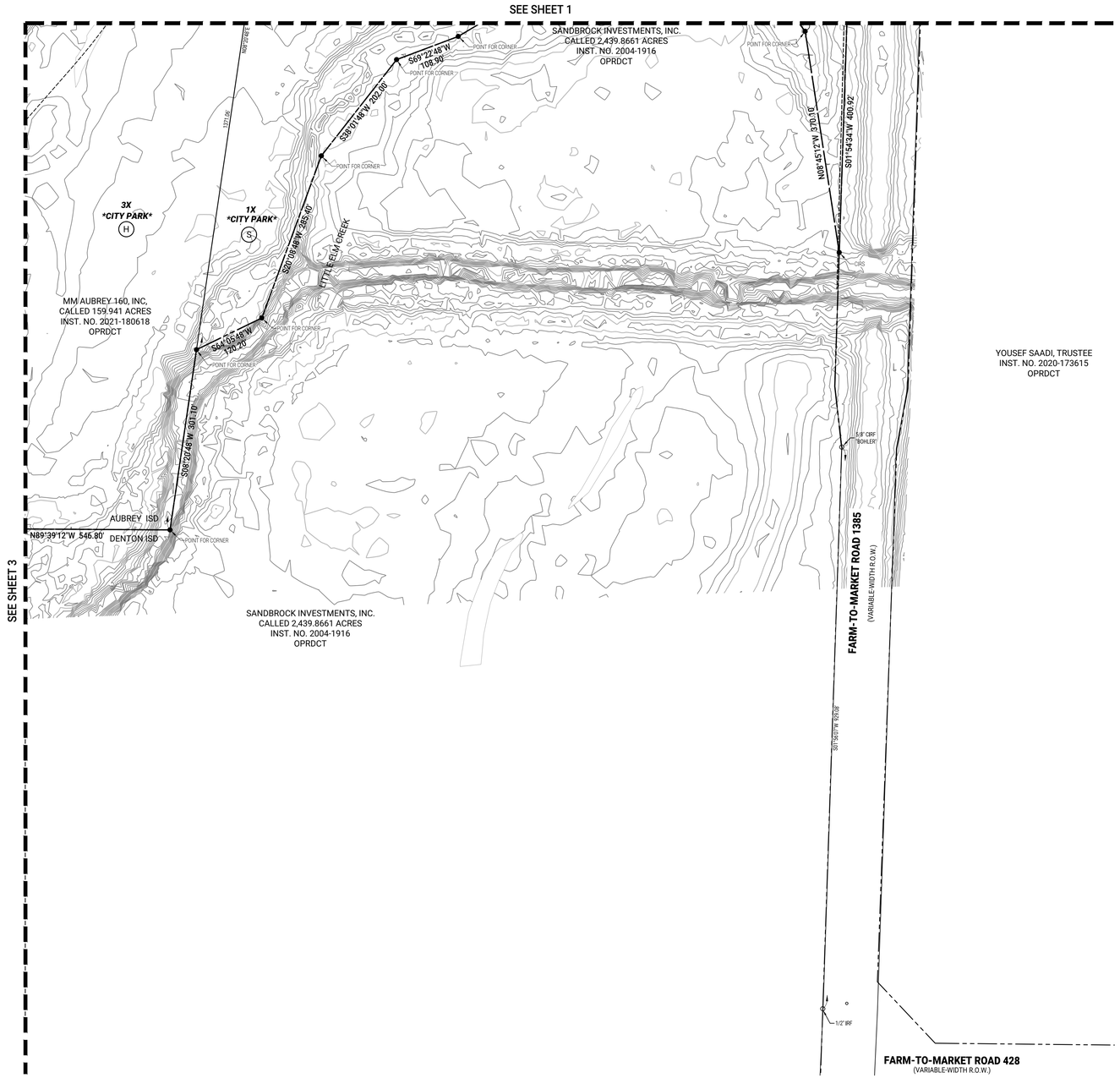

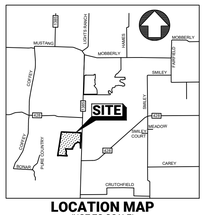

LOCATION MAP
(NOT TO SCALE)

LEGEND	
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CIRS ●	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
CIRF ○	CAPPED IRON ROD FOUND
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LS	LANDSCAPE EASEMENT
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ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
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Ⓐ	SUBDIVISION BLOCK
◇	DENOTES STREET NAME CHANGE

LINETYPE LEGEND:

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DUCK POINT
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8 NON-RESIDENTIAL LOTS
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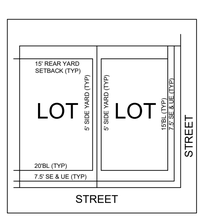

MINIMUM SETBACK EXHIBIT
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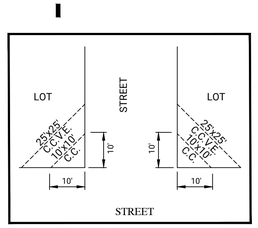
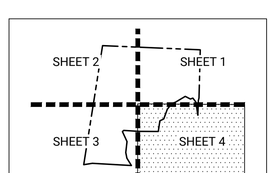


C.C. = CORNER CLIP
C.C.V.E = CORNER CLIP VISIBILITY EASEMENT

10'x10' VISIBILITY EASEMENT & CORNER CLIP EASEMENT (TYP.)
N.T.S.



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OPEN SPACE	8	2.917
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RIGHT-OF-WAY	N/A	25.412
TOTAL	463	159.939

LOT INFORMATION

SF-6 = 452 LOTS

LOTS RANGE IN SIZE FROM 6,000 SQ FT TO 16,166 SQ FT

OWNER: MM AUBREY 160, LLC
CONTACT: MOHROAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS
SCALE 1"=100'

S:\2021\2021003 Duck Point\SURVEY\Plat\Preliminary\DWG_021-003-PP.dwg 10/15/2024 3:23 PM ----

Block A - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.145	6,325
3	0.145	6,325
4	0.145	6,325
5	0.145	6,325
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.145	6,325
10	0.145	6,325
11	0.145	6,325
12	0.145	6,325
13	0.145	6,325
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.169	7,360

Block A - Lot Areas		
Lot	Area (AC)	Area (SF)
1X	0.491	21,400
2X	0.024	1,037

Block A Total Area	
Area (AC)	Area (SF)
3.340	145,487

Block B - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.145	6,325
3	0.145	6,325
4	0.145	6,325
5	0.145	6,325
6	0.145	6,325
7	0.145	6,325
8	0.149	6,473
9	0.154	6,693
10	0.297	12,945
11	0.296	12,877
12	0.140	6,085
13	0.132	5,750
14	0.132	5,750
15	0.161	7,015
1X	0.056	2,430
2X	0.173	7,546

Block B Total Area	
Area (AC)	Area (SF)
2.721	118,530

Block C - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.173	7,518
11	0.180	7,849
12	0.140	6,095
13	0.140	6,095
14	0.140	6,095
15	0.140	6,095
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.161	7,015

Block C Total Area	
Area (AC)	Area (SF)
2.819	122,778

Block D - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.145	6,325
3	0.145	6,325
4	0.145	6,325
5	0.145	6,325
6	0.145	6,325
7	0.145	6,325
8	0.132	5,750
9	0.138	6,000
10	0.175	7,623
11	0.184	7,994
12	0.151	6,570
13	0.145	6,325
14	0.145	6,325
15	0.145	6,325
16	0.145	6,325
17	0.145	6,325
18	0.145	6,325
19	0.145	6,325
20	0.161	7,015

Block D Total Area	
Area (AC)	Area (SF)
2.989	130,192

Block E - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.168	7,338
2	0.136	5,922
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.145	6,325
9	0.145	6,325
10	0.142	6,184
11	0.165	7,185
12	0.173	7,531
13	0.143	6,246
14	0.145	6,326
15	0.145	6,325
16	0.145	6,325
17	0.145	6,325
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block E - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.144	6,271
22	0.180	7,858

Block E Total Area	
Area (AC)	Area (SF)
3.179	138,488

Block F - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.207	9,009
2	0.181	7,900
3	0.223	9,726
4	0.168	7,324
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.134	5,818
12	0.148	6,441
13	0.185	8,078
14	0.164	7,136
15	0.140	6,113
16	0.137	5,981
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block F - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.132	5,750
23	0.132	5,750
24	0.174	7,591

Block F Total Area	
Area (AC)	Area (SF)
3.578	155,868

Block G - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.158	6,900
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,759
7	0.139	6,036
8	0.139	6,042
9	0.161	6,998
10	0.167	7,293
11	0.140	6,081
12	0.152	6,632
13	0.146	6,360
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.155	6,766

Block G Total Area	
Area (AC)	Area (SF)
2.545	110,866

Block H - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.145	6,325
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.156	6,795
10	0.255	11,095
11	0.258	11,224
12	0.141	6,139
13	0.141	6,131
14	0.141	6,131
15	0.141	6,131
16	0.141	6,131
17	0.141	6,131
18	0.141	6,131
19	0.167	7,285
20	0.167	7,265

Block H - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.140	6,113
22	0.140	6,112
23	0.140	6,112
24	0.140	6,112
25	0.140	6,112
26	0.140	6,113
27	0.140	6,114
28	0.148	6,458
29	0.260	11,323
30	0.251	10,931
31	0.139	6,057
32	0.145	6,325
33	0.145	6,325
34	0.144	6,281
35	0.136	5,920
1X	0.097	4,211
2X	1.888	82,230
3X	22.830	994,468

Block H Total Area	
Area (AC)	Area (SF)
30.224	1,316,567

Block I - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.139	6,038
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.136	5,926
13	0.138	6,030
14	0.138	6,030
15	0.138	6,029
16	0.138	6,029
17	0.138	6,029
18	0.138	6,029
19	0.138	6,029
20	0.138	6,029

Block I - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.138	6,030
22	0.138	6,030
23	0.167	7,277
24	0.159	6,917
25	0.139	6,072
26	0.139	6,036
27	0.139	6,036
28	0.139	6,036
29	0.139	6,036
30	0.139	6,036
31	0.139	6,036
32	0.139	6,036
33	0.139	6,036
34	0.136	5,929
35	0.132	5,750
36	0.132	5,750
37	0.132	5,750
38	0.132	5,750
39	0.132	5,750
40	0.132	5,750

Block I - Lot Areas		
Lot	Area (AC)	Area (SF)
41	0.132	5,750
42	0.132	5,750
43	0.132	5,750
44	0.139	6,038
45	0.164	7,130

Block I Total Area	
Area (AC)	Area (SF)
6.211	270,537

Block J - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.162	7,057
11	0.162	7,057
12	0.132	5,750
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.164	7,130

Block J Total Area	
Area (AC)	Area (SF)
2.763	120,374

Block K - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.172	7,475
2	0.145	6,325
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.132	5,750
13	0.132	5,750
14	0.145	6,325
15	0.172	7,475
1X	0.126	5,481

Block K Total Area	
Area (AC)	Area (SF)
2.211	96,331

Block L - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.139	6,051
13	0.141	6,141
14	0.141	6,139
15	0.141	6,139
16	0.141	6,140
17	0.141	6,142
18	0.173	7,553
19	0.172	7,495
20	0.141	6,132

Block L - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.141	6,132
22	0.141	6,132
23	0.141	6,132
24	0.140	6,081
25	0.132	5,750
26	0.132	5,750
27	0.132	5,750
28	0.132	5,750
29	0.132	5,750
30	0.132	5,750
31	0.132	5,750
32	0.132	5,750
33	0.132	5,750
34	0.132	5,750
35	0.164	7,130

Block L Total Area	
Area (AC)	Area (SF)
4.859	211,670

Block M - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.160	6,952
13	0.169	7,346
14	0.168	7,302
15	0.188	8,193
16	0.197	8,601
17	0.174	7,559
18	0.163	7,092
19	0.132	5,750
20	0.132	5,750

Block M - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.132	5,750
23	0.132	5,750
24	0.132	5,750
25	0.132	5,750
26	0.132	5,750
27	0.132	5,750
28	0.132	5,750
29	0.164	7,130

Block M Total Area	
Area (AC)	Area (SF)
4.185	182,305

Block N - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.137	5,980
5	0.145	6,325
6	0.145	6,325
7	0.145	6,325
8	0.145	6,325
9	0.145	6,325
10	0.145	6,325
11	0.172	7,489
12	0.224	9,773
13	0.230	10,031
14	0.163	7,092
15	0.145	6,325
16	0.145	6,325
17	0.145	6,325
18	0.145	6,325
19	0.145	6,325
20	0.137	5,980

Block N - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.132	5,750
23	0.164	7,130

Block N Total Area	
Area (AC)	Area (SF)
3.517	153,180

Block O - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.181	7,897
12	0.162	7,043
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block O - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.161	7,015

Block O Total Area	
Area (AC)	Area (SF)
3.041	132,471

Block P - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.161	7,015
12	0.161	7,015
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block P - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.161	7,015

Block P Total Area	
Area (AC)	Area (SF)
3.020	131,560

Block Q - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.161	7,015
12	0.158	6,881
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block Q - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.158	6,881

Block Q Total Area	
Area (AC)	Area (SF)
3.014	131,292

Block R - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.132	5,751
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,729
9	0.159	6,915
10	0.404	17,594
11	0.192	8,351
12	0.143	6,247
13	0.143	6,243
14	0.143	6,238
15	0.143	6,234
16	0.143	6,230
17	0.143	6,225
18	0.143	6,221
19	0.143	6,217
20	0.143	6,212

Block R - Lot Areas		
Lot	Area (AC)	Area (SF)
21	0.143	6,208
22	0.142	6,204
23	0.142	6,199
24	0.142	6,195
25	0.142	6,191
26	0.142	6,186
27	0.142	6,182
28	0.142	6,178
29	0.142	6,173
30	0.142	6,169
31	0.137	5,959
32	0.132	5,750
33	0.132	5,750
34	0.132	5,750
35	0.132	5,750
36	0.132	5,750
37	0.172	7,475
1X	0.062	2,720
2X	9.932	432,656

Block R Total Area	
Area (AC)	Area (SF)
15.481	674,354

Block S - Lot Areas		
Lot	Area (AC)	Area (SF)
1	0.133	5,802
2	0.133	5,800
3	0.133	5,800
4	0.133	5,800
5	0.133	5,800
6	0.133	5,800
7	0.140	6,112
8	0.150	6,527
1X	33.733	1,469,430

Block S Total Area	
Area (AC)	Area (SF)
34.830	1,517,179

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.

PRELIMINARY PLAT

DUCK POINT

159.939 ACRES
452 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS

LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X, 3X (CITY PARK) & 1-35, BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X, 2X (CITY PARK) & 1-37, BLOCK R; LOTS 1X (CITY PARK) & 1-8, BLOCK S;

SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS

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OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, MM Aubrey 160, LLC, is the owner of that certain tract of land situated in Denton County, Texas, being a part of the Frederick H. Pollard Survey, Abstract No. 995, being all of a called 159.941 acre tract of land described in a Deed to MM Aubrey 160 LLC., as recorded in Document No. 2021-180618, Official Public Records, Denton County, Texas (OPRDCT) and being more particularly described as follows:

BEGINNING at the northeast corner of said 159.939 acre tract and the southeast corner of a called 394.474 acre tract of land described in deed to A1719, LLC, recorded in Instrument No. 2020-28892 OPRDCT, also being located in the west right-of-way line of Farm-To-Market road No. 1385

THENCE along the east line of said 159.939 acre tract and the west line of Farm-To-Market Road No. 1385 (a variable width right-of-way), the following courses:

South 01 degrees 32 minutes 48 seconds West, a distance of 1,347.00 feet to a 5/8 inch iron rod found for corner;

South 12 degrees 36 minutes 53 seconds West, a distance of 79.08 feet to 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for corner;

South 01 degrees 54 minutes 34 seconds West, a distance of 400.92 feet to 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for the southeast corner of said 159.939 acre tract and the northeast corner of a called 2,439.8661 acre tract of land described in deed to Sandbrock Investments, Inc., as recorded in Document No. 2004-1916, OPRDCT;

THENCE along the south line of said 159.939 acre tract and 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:

North 08 degrees 45 minutes 12 seconds West, a distance of 370.10 feet to a point for corner;

North 37 degrees 31 minutes 12 seconds West, a distance of 137.20 feet to a point for corner;

South 68 degrees 51 minutes 48 seconds West, a distance of 73.30 feet to a point for corner;

North 62 degrees 27 minutes 12 seconds West, a distance of 161.60 feet to a point for corner;

South 59 degrees 14 minutes 48 seconds West, a distance of 323.90 feet to a point for corner;

South 69 degrees 22 minutes 48 seconds West, a distance of 108.90 feet to a point for corner;

South 38 degrees 01 minutes 48 seconds West, a distance of 202.00 feet to a point for corner;

South 20 degrees 08 minutes 48 seconds West, a distance of 285.40 feet to a point for corner;

South 64 degrees 05 minutes 48 seconds West, a distance of 120.20 feet to a point for corner;

South 08 degrees 20 minutes 48 seconds West, a distance of 301.10 feet to a point for corner;

North 89 degrees 39 minutes 12 seconds West, a distance of 546.80 feet to a point for corner;

North 86 degrees 27 minutes 12 seconds West, a distance of 420.85 feet to a point for corner;

South 47 degrees 16 minutes 48 seconds West, a distance of 49.31 feet to a point for corner;

South 24 degrees 49 minutes 12 seconds East, a distance of 306.70 feet to a point for corner;

South 06 degrees 20 minutes 48 seconds West, a distance of 308.30 feet to a point for corner;

South 11 degrees 18 minutes 12 seconds East, a distance of 161.25 feet to a point for corner;

South 31 degrees 19 minutes 12 seconds East, a distance of 240.90 feet to a point for corner;

North 86 degrees 42 minutes 12 seconds West, a distance of 1,094.70 feet to a point for corner;

South 80 degrees 54 minutes 48 seconds West, a distance of 242.04 feet to a 5/8 inch iron with plastic cap stamped "BOHLER" found for corner, said point being the southeast corner of a called 80.612 acre tract described in deed to Dosti Partners, LLC, recorded in Instrument No. 2021-180838 OPRDCT and being the southwest corner of said 159.939 acre tract;

THENCE North 08 degrees 59 minutes 13 seconds East, with the common line of said 80.612 acre tract and 159.939 acre tract, a distance of 3369.03 feet to a 5/8 inch iron with plastic cap stamped "BOHLER" found for corner, said point being the northwest corner of said 159.939 acre tract

THENCE South 87 degrees 33 minutes 12 seconds East, a distance of 2,733.00 feet along the north line of said 159.939 acre tract of land and the south line of said 394.474 acre tract to the **POINT OF BEGINNING** and containing 159.939 acres of land.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, MM Aubrey 160, LLC, acting herein by and through its duly authorized officers, do hereby adopt this plat designating the hereinabove described property as **DUCK POINT**, an addition to Denton County, Texas, and do hereby dedicate to the City of Aubrey, in fee simple, the streets and public use areas shown hereon, and do hereby dedicate the easements shown hereon for the purposes indicated to the exclusive use forever of the City of Aubrey, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements on said plat. At the discretion of the City of Aubrey and subject to it's written approval, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the City of Aubrey use thereof. Any public utility given the right by the City of Aubrey to use said easements shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements. Any public utility shall at all times have the right of ingress and egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular the above described streets, easements and rights unto the City of Aubrey against every person whomsoever comes lawfully claiming or to claim the same or any part thereof. This property is located within the The City of Aubrey Extra-Territorial Jurisdiction. This plat approval is subject to all the platting ordinances, rules and regulations of City of Aubrey, Denton County, Texas.

WITNESS MY HAND THIS ___ DAY 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 Moayedi
Its: Manager

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MEHRDAD MOAYEDI, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES:_____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, ADAM T. JOHNSON, a registered professional land surveyor, do hereby certify that this plat was prepared and the field notes made a part hereof from an actual and accurate survey of the land and that the corner monuments shown hereon were found or properly placed under my personal supervision in accordance with Collin County, Texas subdivision regulations.

DATED THIS THE _____ DAY OF _____, 2024.

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

_____
ADAM T. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6664

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a notary public in and for The State of Texas, on this day personally appeared ADAM T. JOHNSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

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

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

APPROVED AND ACCEPTED:

_____
MAYOR
CITY OF AUBREY, TEXAS

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF AUBREY, TEXAS HEREBY CERTIFIES THAT THE FOREGOING PRELIMINARY PLAT OF DUCK POINT, AN ADDITION TO DENTON COUNTY, TEXAS, IS HEREBY APPROVED BY THE CITY OF AUBREY THIS ___ DAY OF _____, 2024, AND THE CITY OF AUBREY DOES HEREBY ACCEPT SAID PRELIMINARY PLAT, AND THAT THE CITY OF AUBREY FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING THEIR NAME AS HEREIN ABOVE SUBSCRIBED.

ATTEST THIS ___ DAY OF _____, 2024.

_____
CITY SECRETARY
CITY OF AUBREY, TEXAS

CERTIFICATE OF PRELIMINARY PLAT APPROVED

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

DISTRICT APPROVAL

THE LAKES FRESH WATER SUPPLY DISTRICT:

_____ _____
CHAIRPERSON DATE

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

PRELIMINARY PLAT
DUCK POINT
159.939 ACRES
452 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS
LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X, 3X (CITY PARK) & 1-35, BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X, 2X (CITY PARK) & 1-37, BLOCK R; LOTS 1X (CITY PARK) & 1-8, BLOCK S;
SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA
CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS

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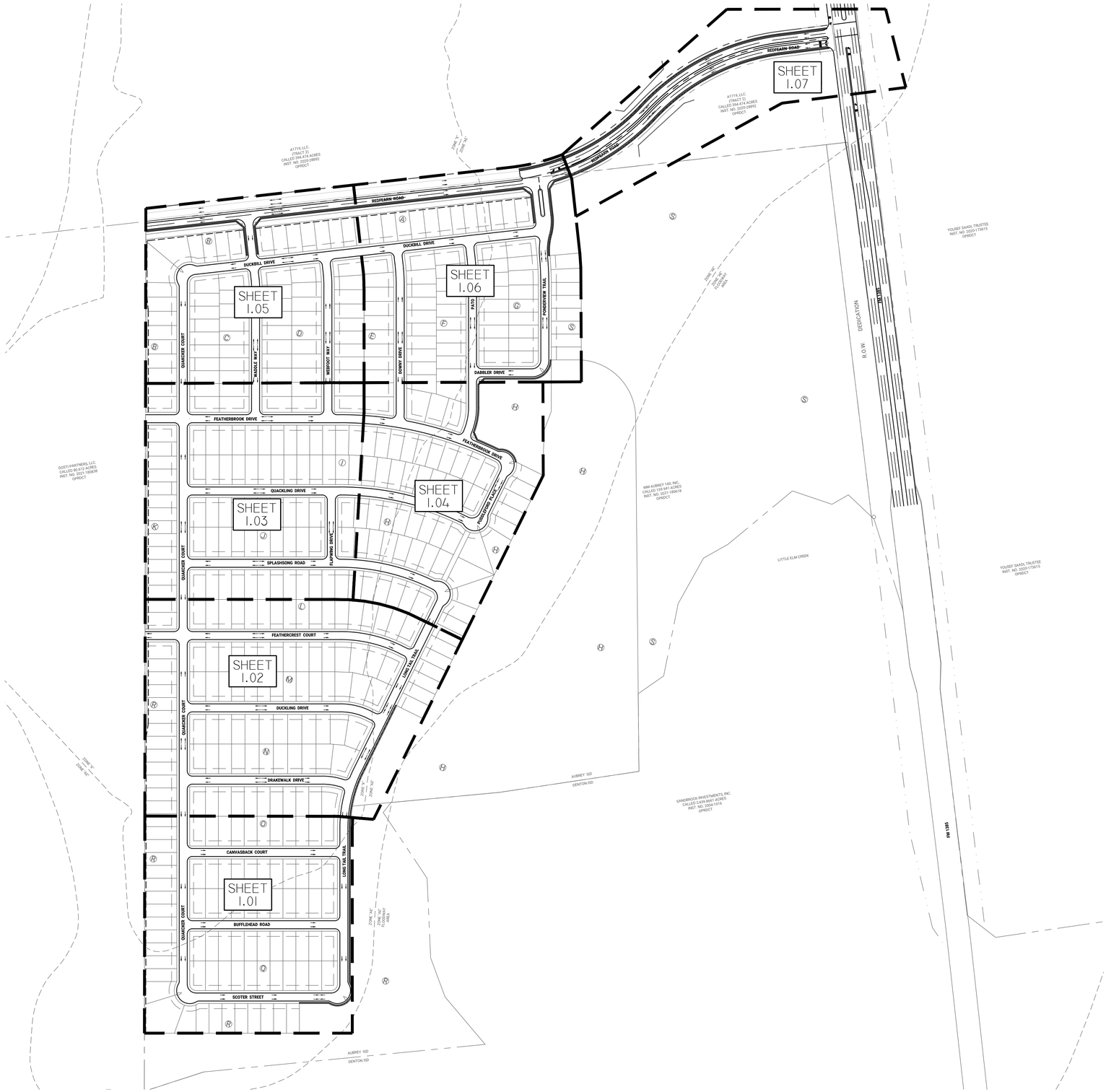

200 0 100 200 400

1 inch =200ft.

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
TEL 214-705-7075 FAX 214-705-7075
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=200'
DESIGN	CHECKED
BA	RAV

1.01

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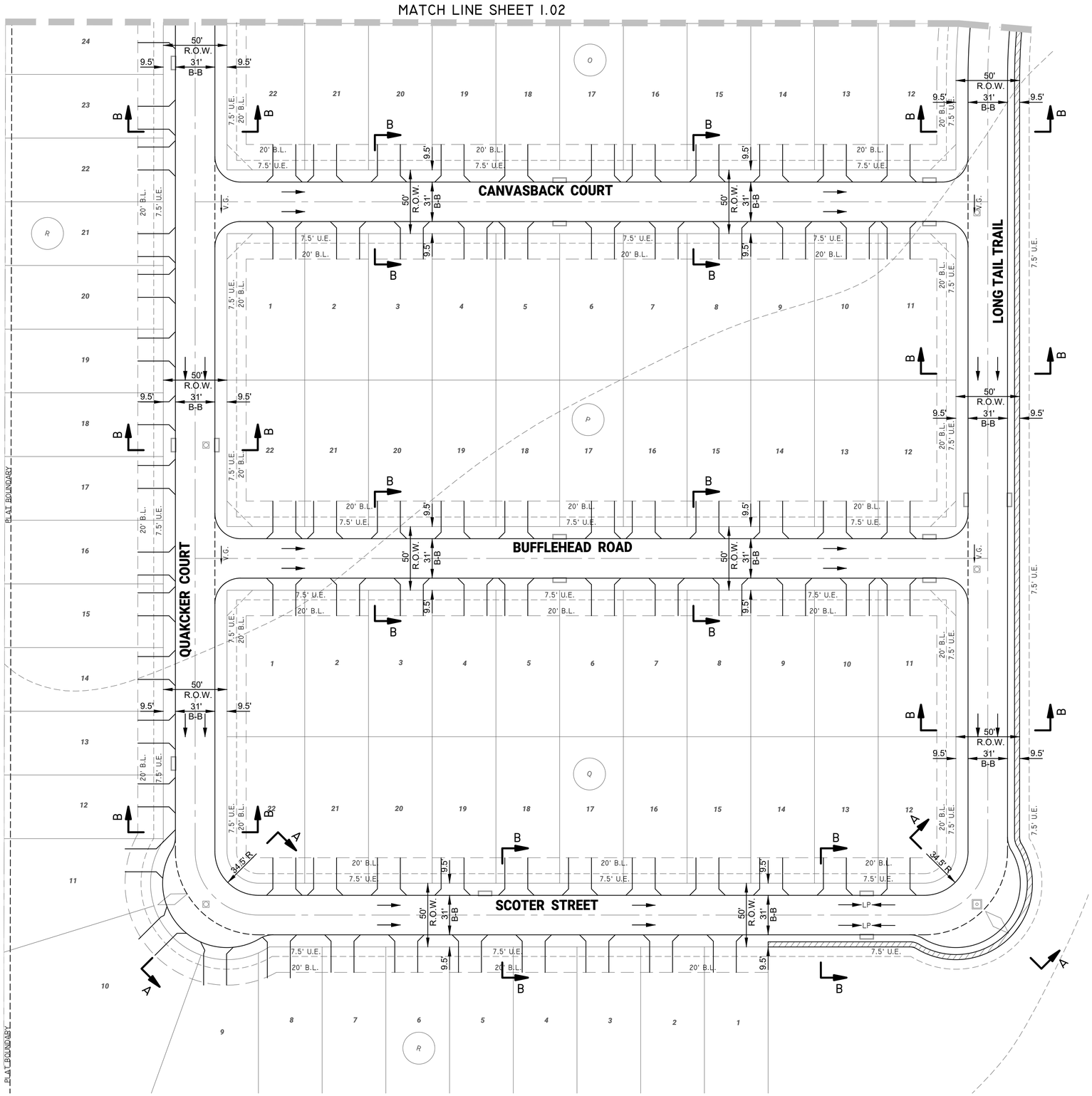


1 inch = 40ft.

LEGEND

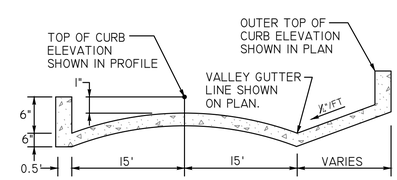
	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY

LEGEND

CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

NOTES:

1. 4" CROWN FOR 31' B-B STREETS. SAWED LONGITUDINAL DUMMY JOINT
2. ALL RESIDENTIAL STREETS TO BE 6" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #3 BARS @ 24" OCEW).
3. ALL ARTERIAL AND MINOR/MAJOR COLLECTOR STREETS TO BE 8" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #4 BARS @ 18" OCEW).
4. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
5. ALL CURBS ARE TO BE MONOLITHIC 6" STANDARD CURB, UNLESS NOTED OTHERWISE.
6. ALL CURB RETURNS ARE 20' RADIUS UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
8. SEE SHEET 1.08 FOR PAVING CROSS-SECTIONS AND DETAILS.
9. CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE CITY OF AUBREY STANDARD DETAILS.
10. SEE CITY OF AUBREY DETAILS FOR SIDEWALK DETAILS.



SECTION A-A
(N.T.S.)

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel. No. 214-490-0003
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 800
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=40'
DESIGN	CHECKED
BA	RAV

1.01

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Wednesday, October 16, 2024 10:12:32 AM

MATCH LINE SHEET 1.01

LEGEND

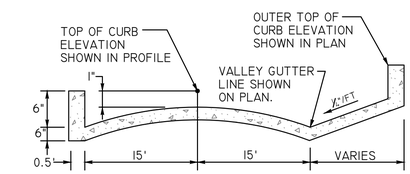
CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

NOTES:

1. 4" CROWN FOR 31' B-B STREETS. SAWED LONGITUDINAL DUMMY JOINT
2. ALL RESIDENTIAL STREETS TO BE 6" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #3 BARS @ 24" OCEW).
3. ALL ARTERIAL AND MINOR/MAJOR COLLECTOR STREETS TO BE 8" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #4 BARS @ 18" OCEW).
4. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
5. ALL CURBS ARE TO BE MONOLITHIC 6" STANDARD CURB, UNLESS NOTED OTHERWISE.
6. ALL CURB RETURNS ARE 20' RADIUS UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
8. SEE SHEET 1.08 FOR PAVING CROSS-SECTIONS AND DETAILS.
9. CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE CITY OF AUBREY STANDARD DETAILS.
10. SEE CITY OF AUBREY DETAILS FOR SIDEWALK DETAILS.

LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A
(N.T.S.)

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
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2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650 Richardson, TX 75081
Tel No. 214-705-0555
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=40'
DESIGN	CHECKED
BA	RAV

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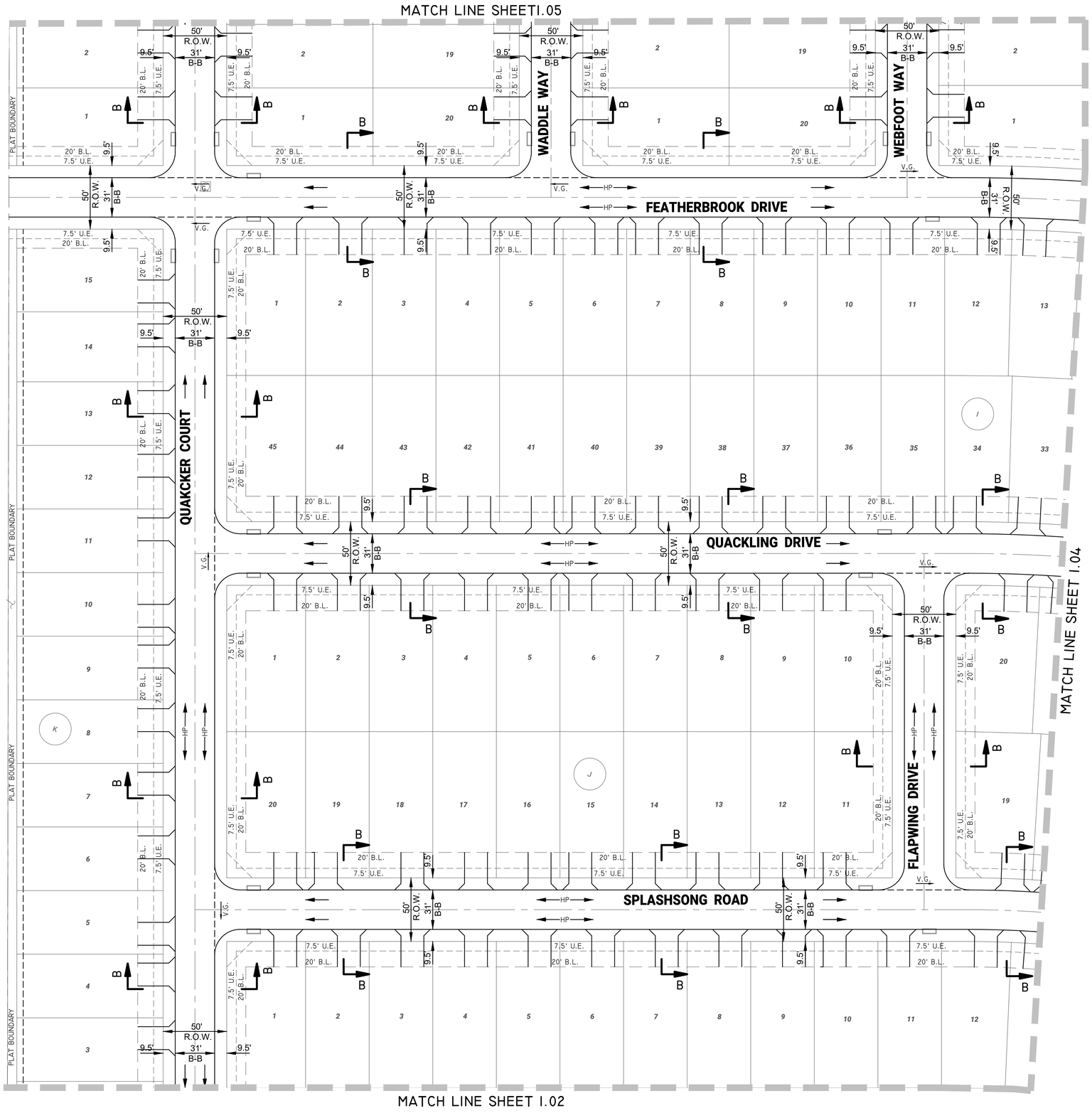

1 inch = 40ft.

LEGEND

CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

NOTES:

1. 4" CROWN FOR 31' B-B STREETS. SAWED LONGITUDINAL DUMMY JOINT
2. ALL RESIDENTIAL STREETS TO BE 6" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #3 BARS @ 24" OCEW).
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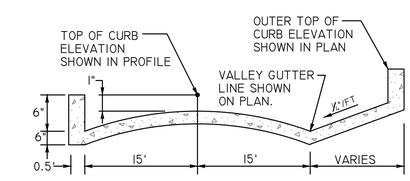
LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A
(N.T.S.)

BENCHMARKS:

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NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

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CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
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DESIGN	CHECKED
BA	RAV

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1 inch = 40ft.

LEGEND

CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

NOTES:

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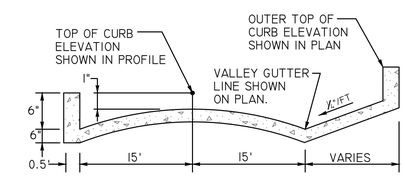
10. SEE CITY OF AUBREY DETAILS FOR SIDEWALK DETAILS.

LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A

(N.T.S.)

BENCHMARKS:

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NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

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Suite 650, Richardson, TX 75081
Tel. No. 214-669-0505
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=40'
DESIGN	CHECKED
BA	RAV

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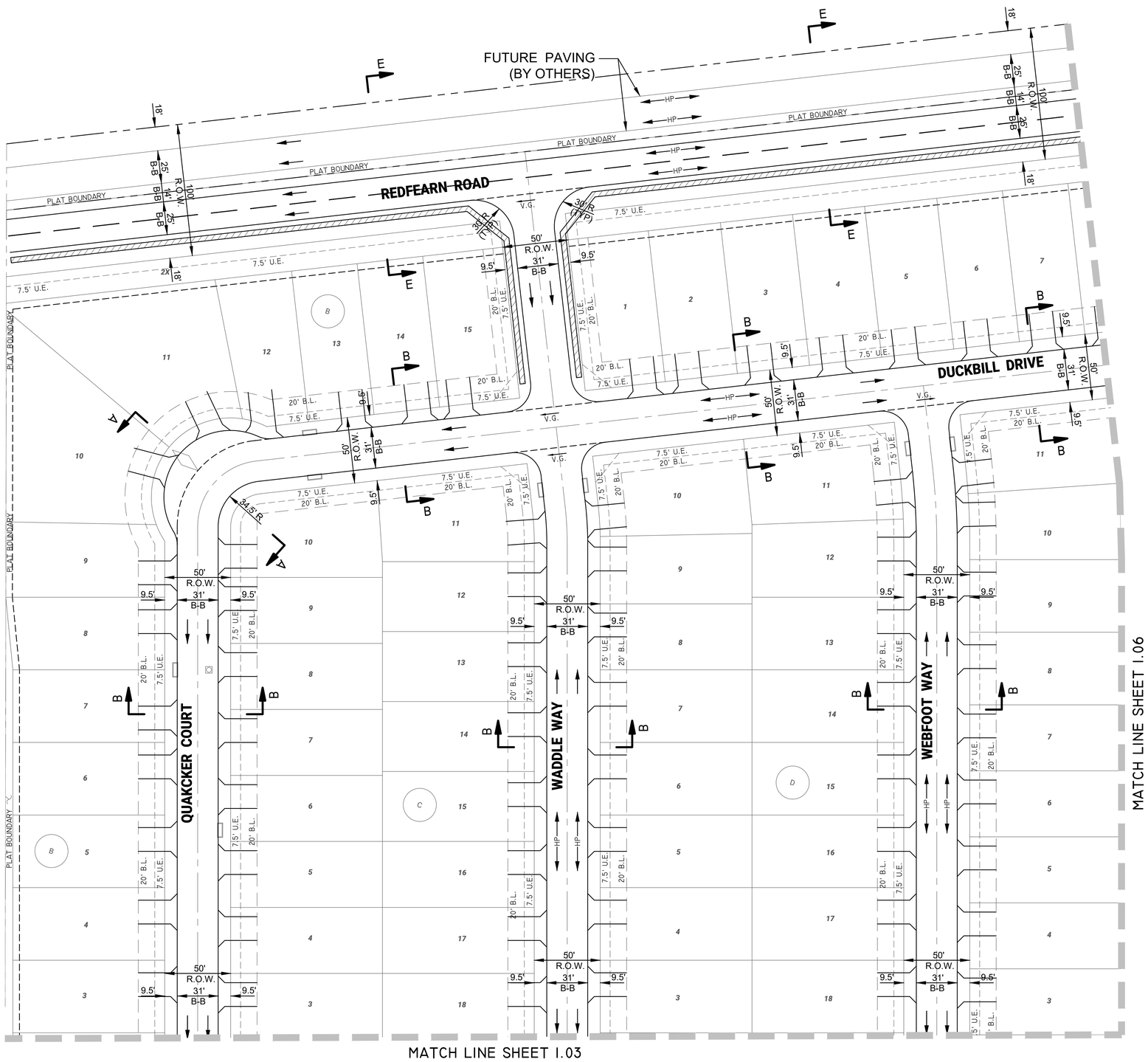

LEGEND

CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

NOTES:

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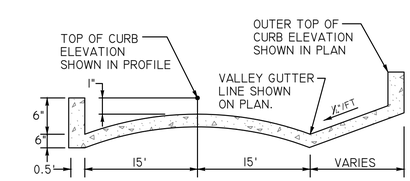
LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A

(N.T.S.)

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel. No. 214-884-0005
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 800
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=40'
DESIGN	CHECKED
BA	RAV

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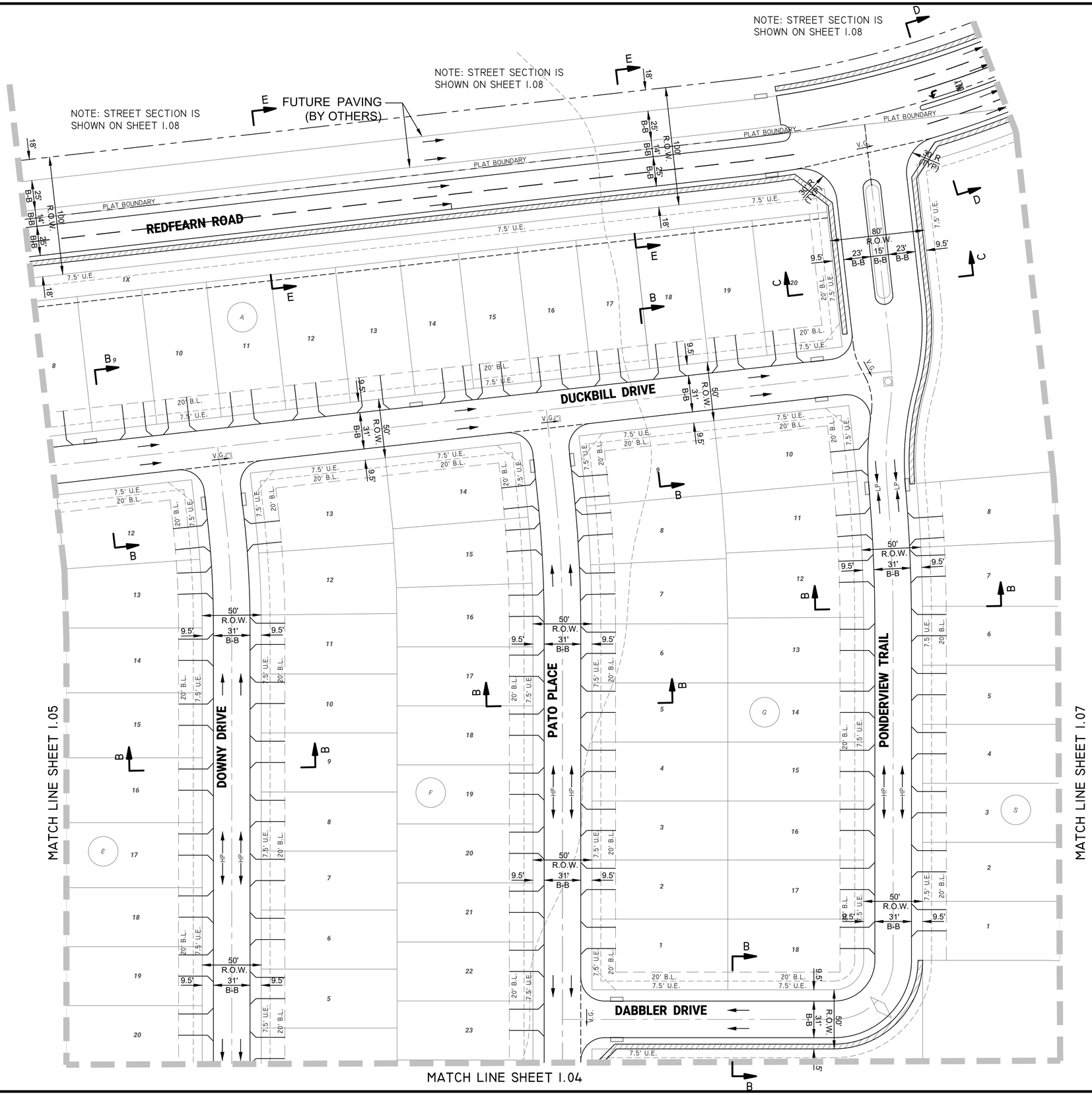
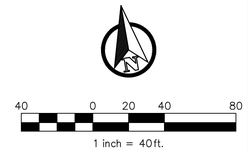




LEGEND

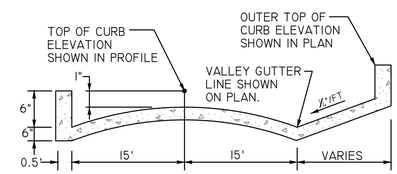
CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

NOTES:

1. 4" CROWN FOR 31' B-B STREETS. SAWED LONGITUDINAL DUMMY JOINT
2. ALL RESIDENTIAL STREETS TO BE 6" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #3 BARS @ 24" OCEW).
3. ALL ARTERIAL AND MINOR/MAJOR COLLECTOR STREETS TO BE 8" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #4 BARS @ 18" OCEW).
4. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
5. ALL CURBS ARE TO BE MONOLITHIC 6" STANDARD CURB, UNLESS NOTED OTHERWISE.
6. ALL CURB RETURNS ARE 20' RADIUS UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
8. SEE SHEET 1.08 FOR PAVING CROSS-SECTIONS AND DETAILS.
9. CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE CITY OF AUBREY STANDARD DETAILS.
10. SEE CITY OF AUBREY DETAILS FOR SIDEWALK DETAILS.

LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A
(N.T.S.)

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel. 214-884-0579
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=40'
DESIGN	CHECKED
BA	RAV

1.06

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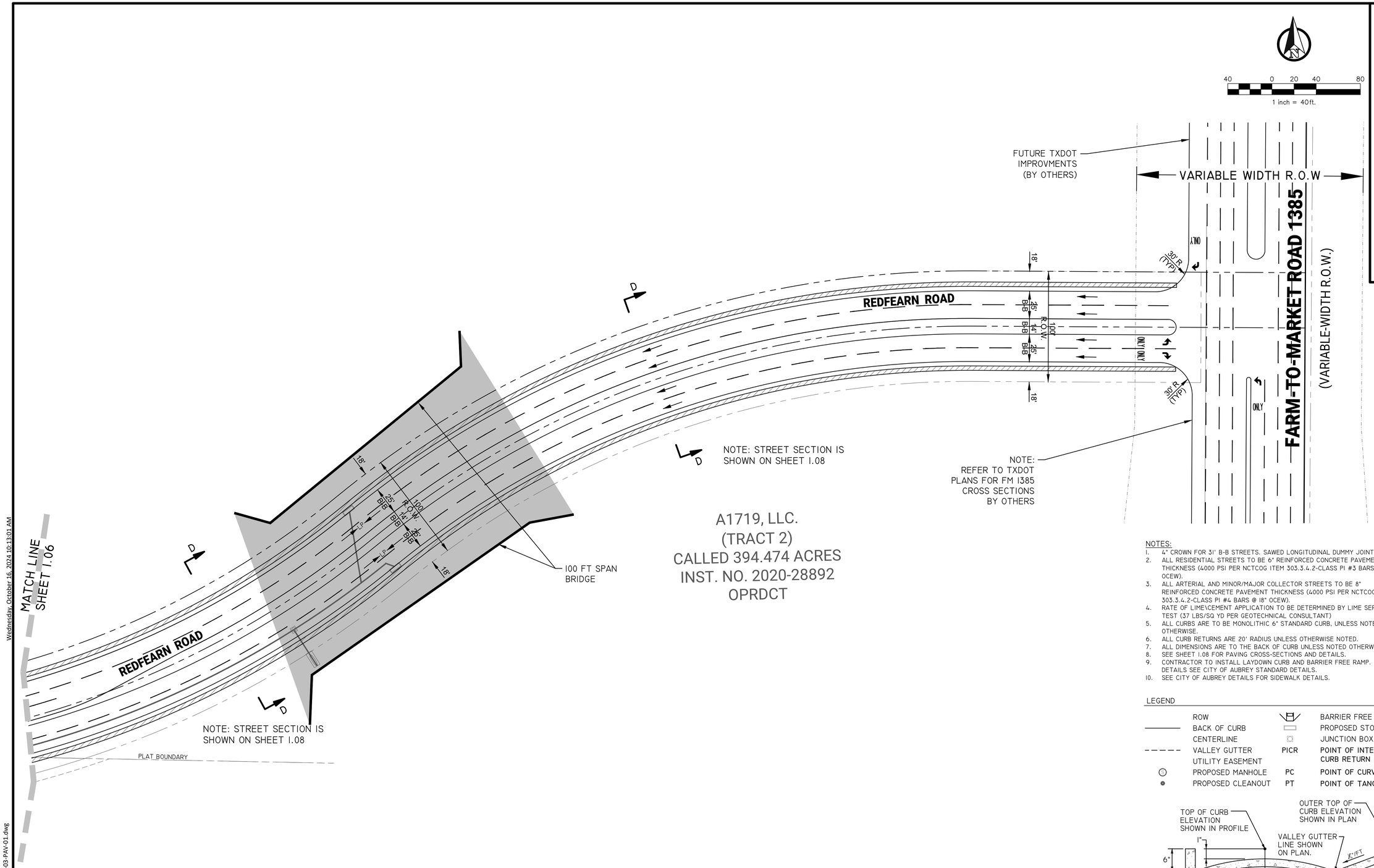
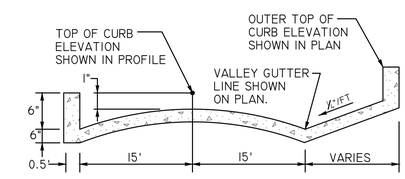


NOTES:

1. 4" CROWN FOR 31' B-B STREETS. SAWED LONGITUDINAL DUMMY JOINT
2. ALL RESIDENTIAL STREETS TO BE 6" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #3 BARS @ 24" OCEW).
3. ALL ARTERIAL AND MINOR/MAJOR COLLECTOR STREETS TO BE 8" REINFORCED CONCRETE PAVEMENT THICKNESS (4000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS PI #4 BARS @ 18" OCEW).
4. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
5. ALL CURBS ARE TO BE MONOLITHIC 6" STANDARD CURB, UNLESS NOTED OTHERWISE.
6. ALL CURB RETURNS ARE 20' RADIUS UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
8. SEE SHEET 1.08 FOR PAVING CROSS-SECTIONS AND DETAILS.
9. CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE CITY OF AUBREY STANDARD DETAILS.
10. SEE CITY OF AUBREY DETAILS FOR SIDEWALK DETAILS.

LEGEND

	ROW		BARRIER FREE RAMP
	BACK OF CURB		PROPOSED STORM INLET
	CENTERLINE		JUNCTION BOX
	VALLEY GUTTER	PICR	POINT OF INTERSECTING CURB RETURN
	UTILITY EASEMENT		
	PROPOSED MANHOLE	PC	POINT OF CURVATURE
	PROPOSED CLEANOUT	PT	POINT OF TANGENCY



SECTION A-A
(N.T.S.)

LEGEND

CONTRACTOR TO INSTALL LAYDOWN CURB AND BARRIER FREE RAMP. FOR DETAILS SEE PAVING DETAIL SHEET.

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY PAVING PLAN

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650 Richardson, TX 75081
Tel No. 214-890-0555 TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=40'
DESIGN	CHECKED
BA	RAV

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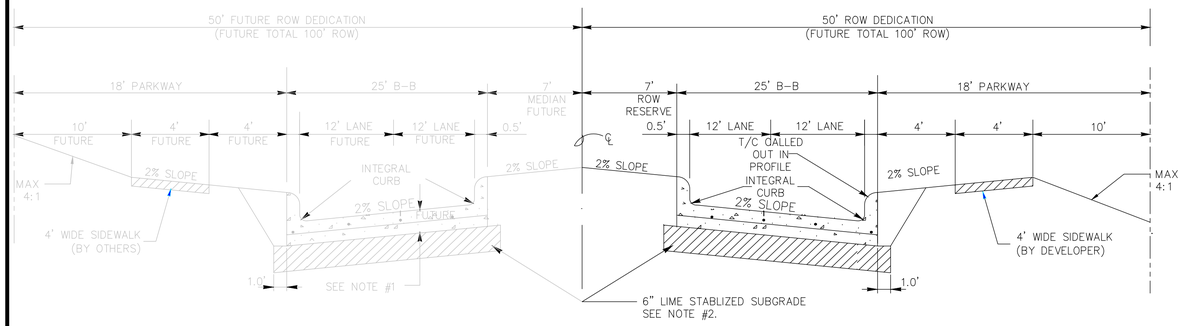
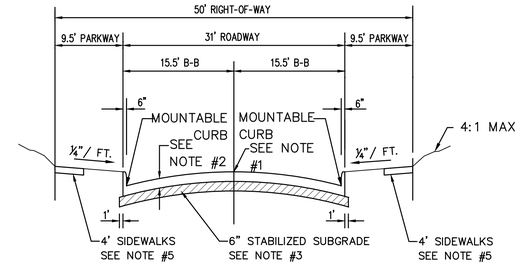


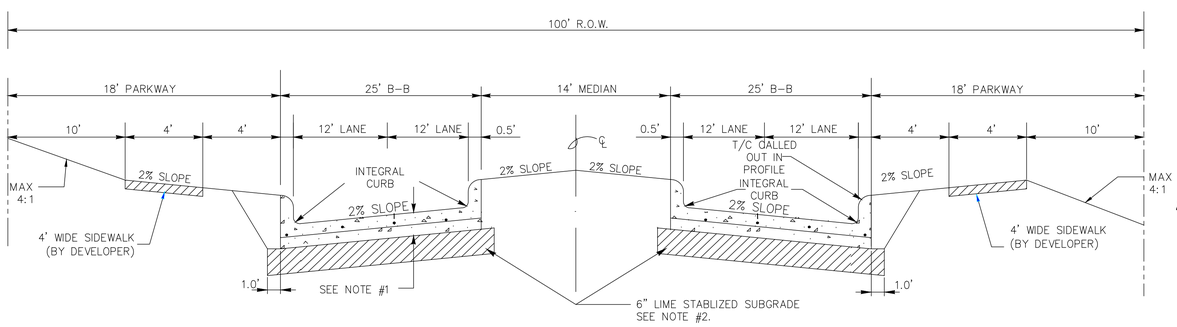
NOTES:
1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" O.C.E.W.
2. RATE OF LIME APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECH RECOMMENDATION)
3. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
4. 4" THICK REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" O.C.E.W. 1 1 /2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY
5. 6" INTEGRAL CURB AND GUTTER

SECTION E-E
TYPICAL BOULEVARD STREET SECTION
(REDFEARN ROAD)
SCALE: NTS



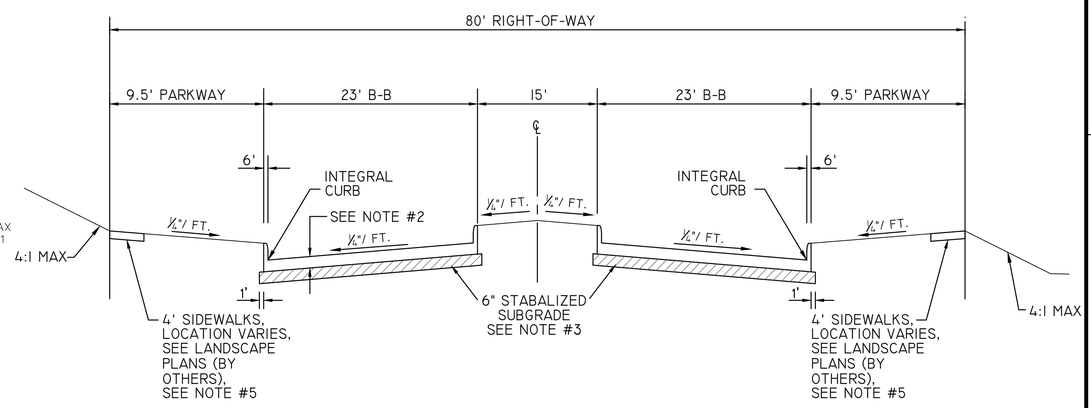
NOTES:
1. 4" CROWN FOR 31' B-B STREET, SAWED LONGITUDINAL DUMMY JOINT
2. 6" REINF. CONC. PVMT. THICKNESS (4,000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS P1) #3 BARS @ 24" OCEW
3. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
4. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
5. 4" THICK REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

SECTION B-B
TYPICAL 31' B-B RESIDENTIAL
STREET SECTION
SCALE: NTS



NOTES:
1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" O.C.E.W.
2. RATE OF LIME APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECH RECOMMENDATION)
3. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
4. 4" THICK REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" O.C.E.W. 1 1 /2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY
5. 6" INTEGRAL CURB AND GUTTER

SECTION D-D
TYPICAL BOULEVARD STREET SECTION
(REDFEARN ROAD)
SCALE: NTS



NOTES:
1. 5" CROWN FOR 23' B-B STREET WITH 15' RAISED MEDIAN
2. 6" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #3 BARS @ 24" O.C.E.W.
3. RATE OF LIME APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECH RECOMMENDATION)
4. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
5. 4" THICK REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" O.C.E.W. 1 1 /2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY
6. 6" INTEGRAL CURB AND GUTTER

SECTION C-C
TYPICAL DIVIDED RESIDENTIAL ENTRANCE
STREET SECTION
SCALE: NTS

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PAVING DETAILS

DUCK POINT DEVELOPMENT
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650 Richardson, TX 75081
Tel No. 214-890-0055
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	N.T.S.
DESIGN	CHECKED
BA	RAV

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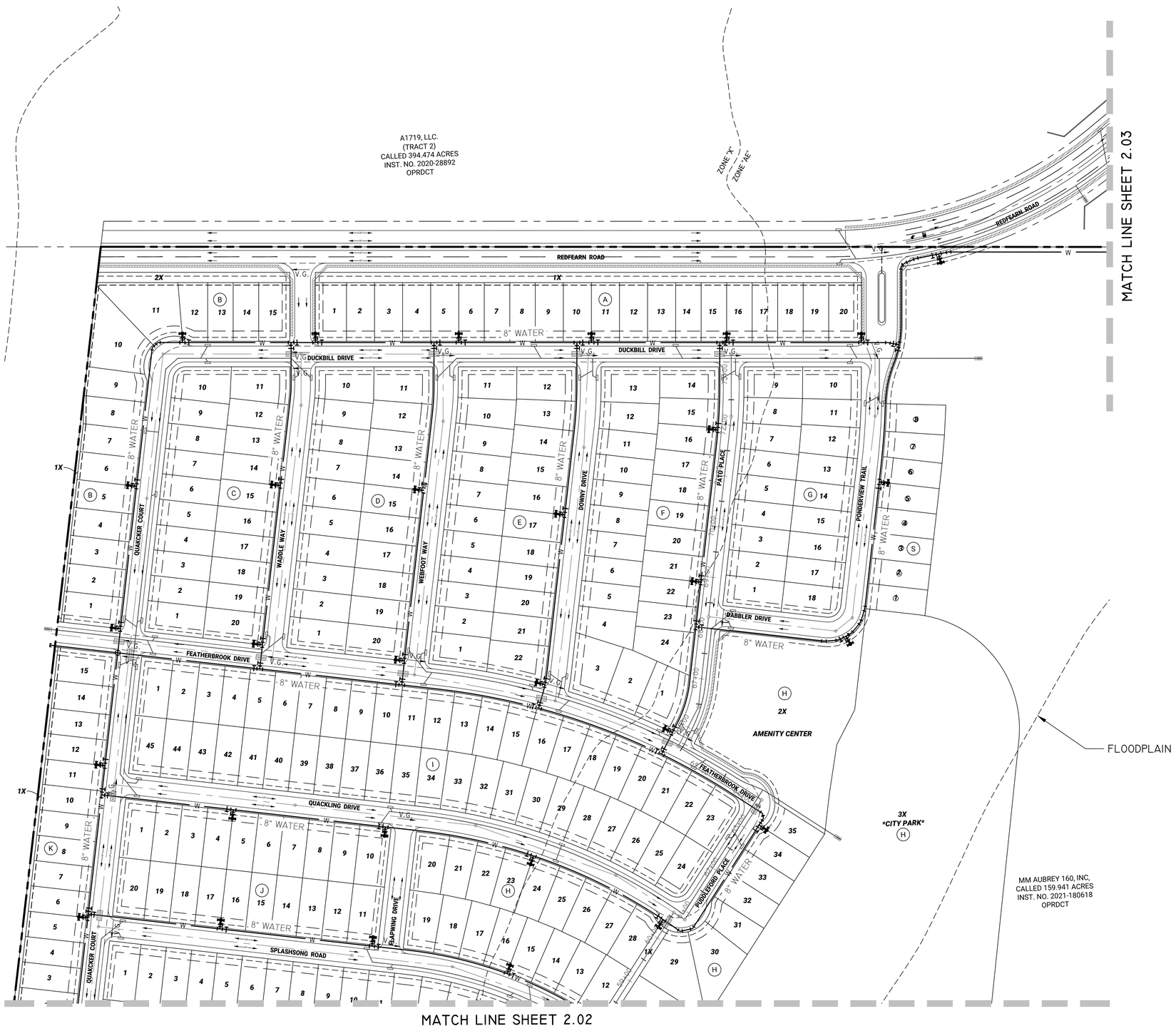
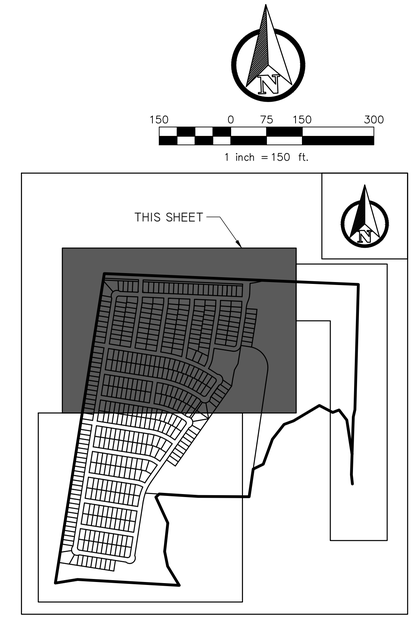
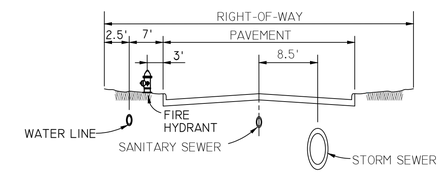




KEY MAP
N.T.S.



TYPICAL UTILITY LOCATION
(N.T.S.)

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY WATER

SHEET 1 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 655, Richardson, TX 75081
P.E. No. 21464 TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=150'
DESIGN	CHECKED
BA	RAV

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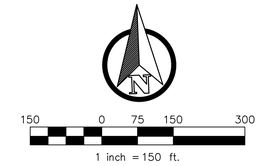

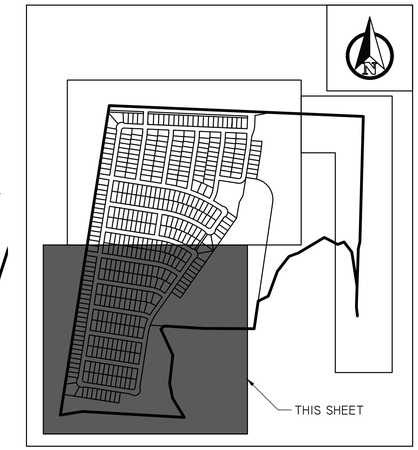

KEY MAP
N.T.S.

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY WATER

SHEET 2 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel. No. 214-466-1095
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=150'
DESIGN	CHECKED
BA	RAV

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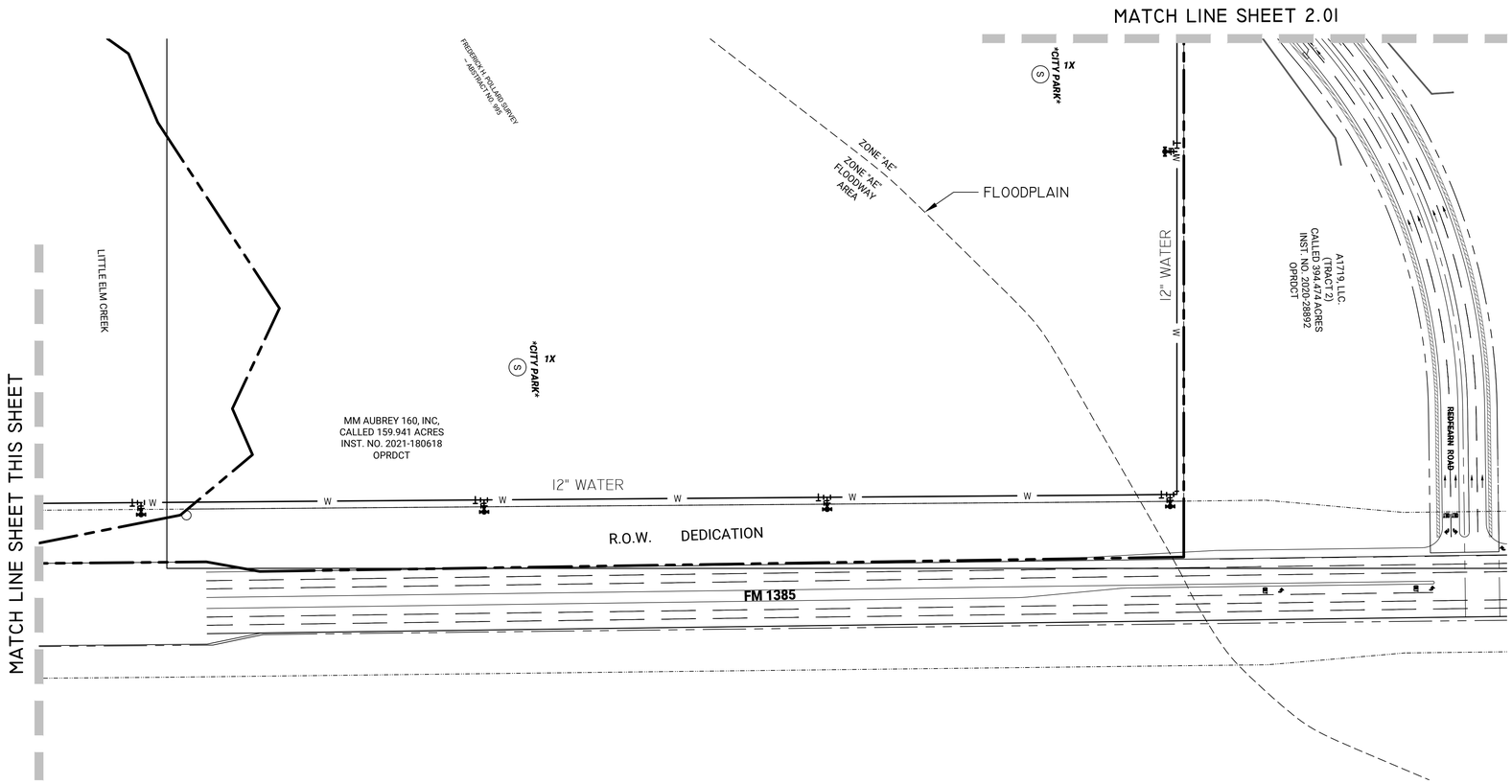

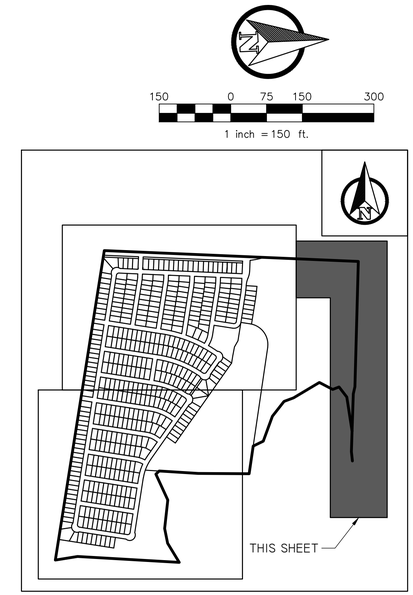

KEY MAP
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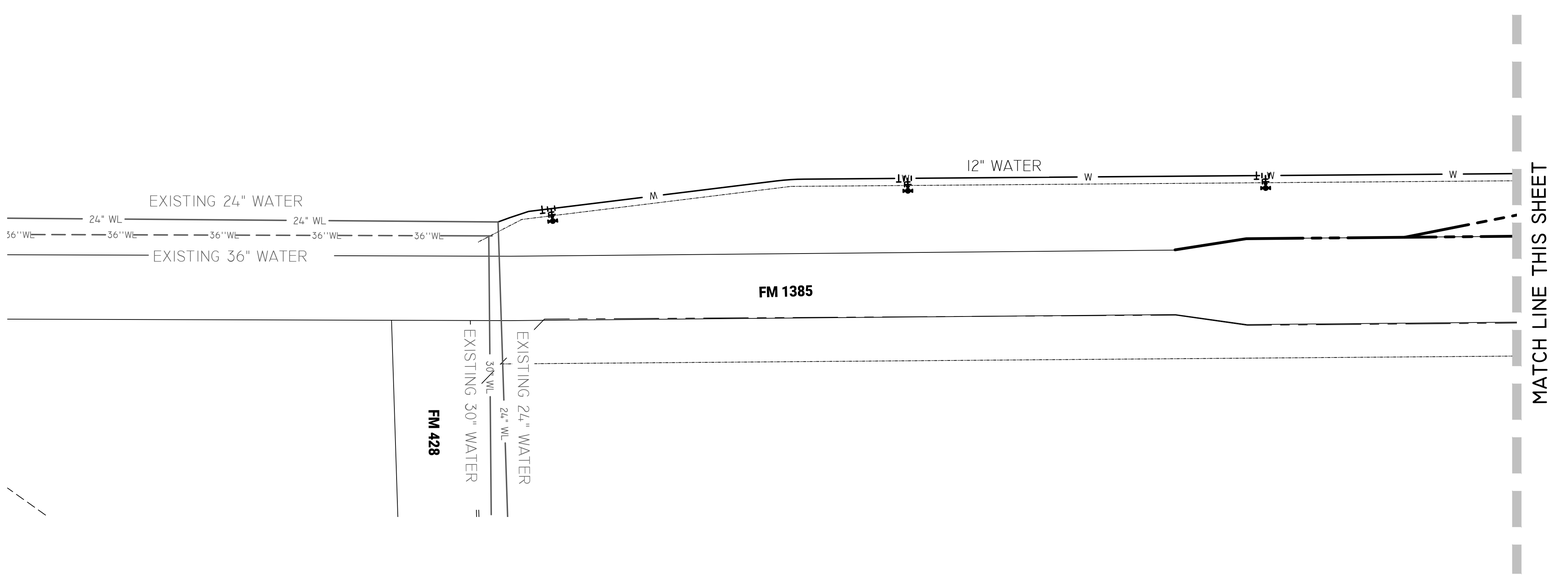

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY WATER

SHEET 3 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
803 East Campbell Road
Suite 650, Richardson, TX 75081
TEL: 214-686-0025
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 800
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=150'
DESIGN	CHECKED
BA	RAV

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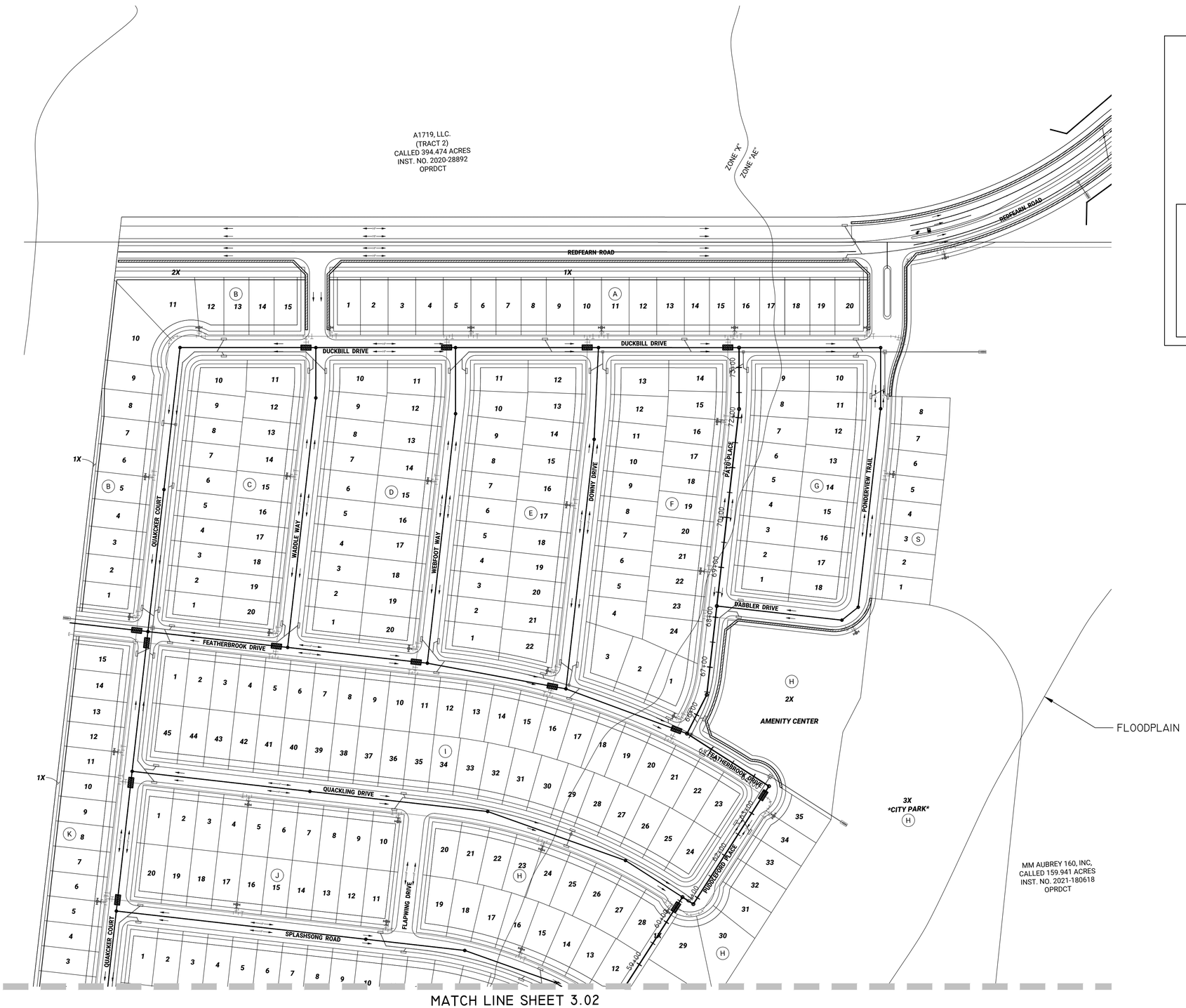

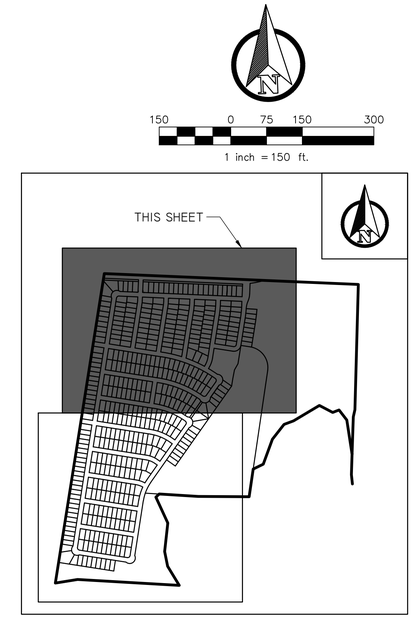

KEY MAP
N.T.S.

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY SANITARY SEWER

SHEET 1 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel: 214-884-0579
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=150'
DESIGN	CHECKED
BA	RAV

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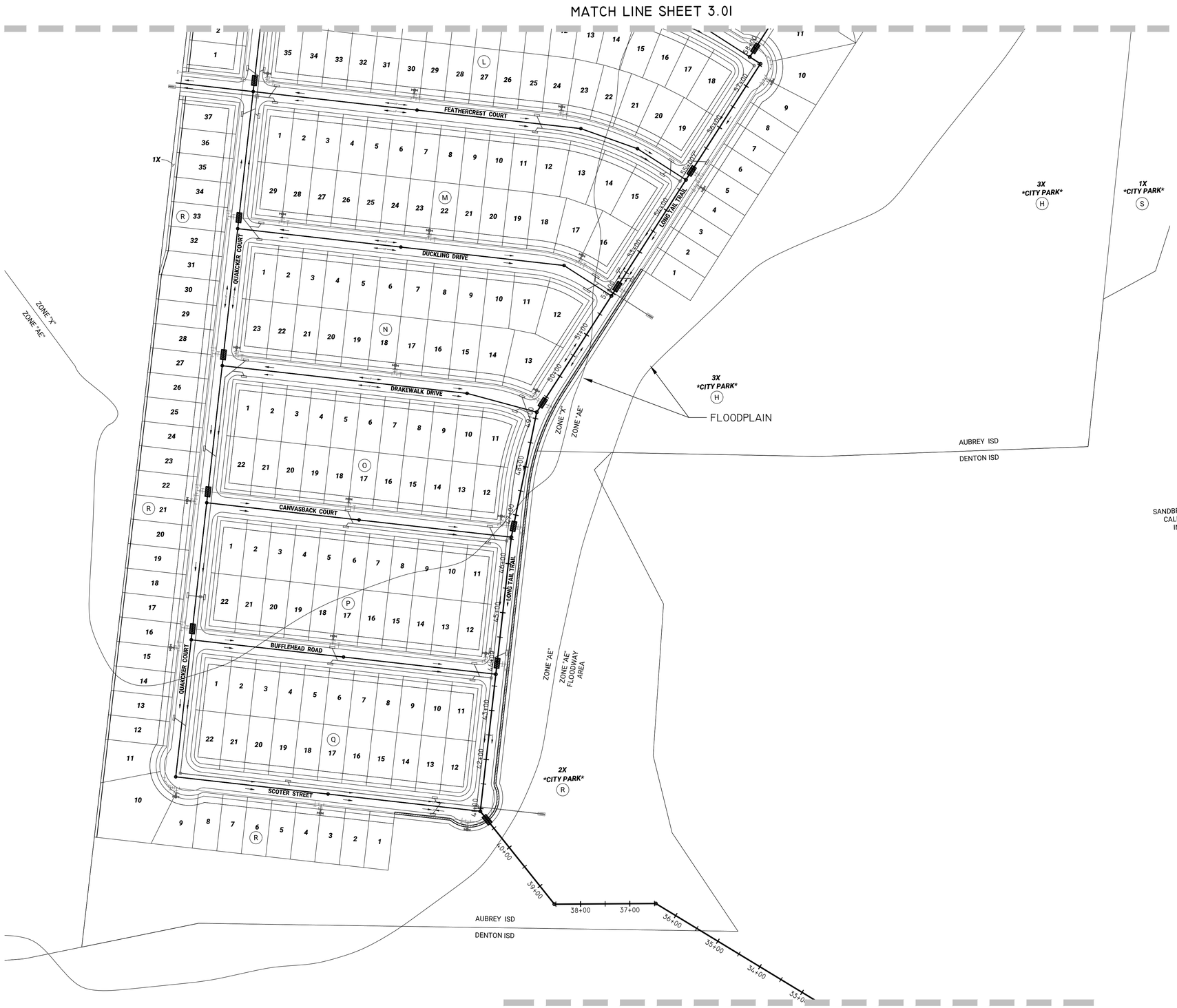

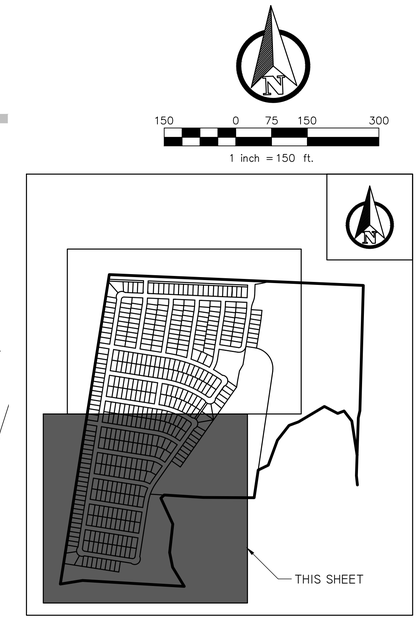

KEY MAP
N.T.S.

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY SANITARY SEWER

SHEET 2 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 655, Richardson, TX 75081
T.E.L. No. 214-490-9005
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=150'
DESIGN	CHECKED
BA	RAV

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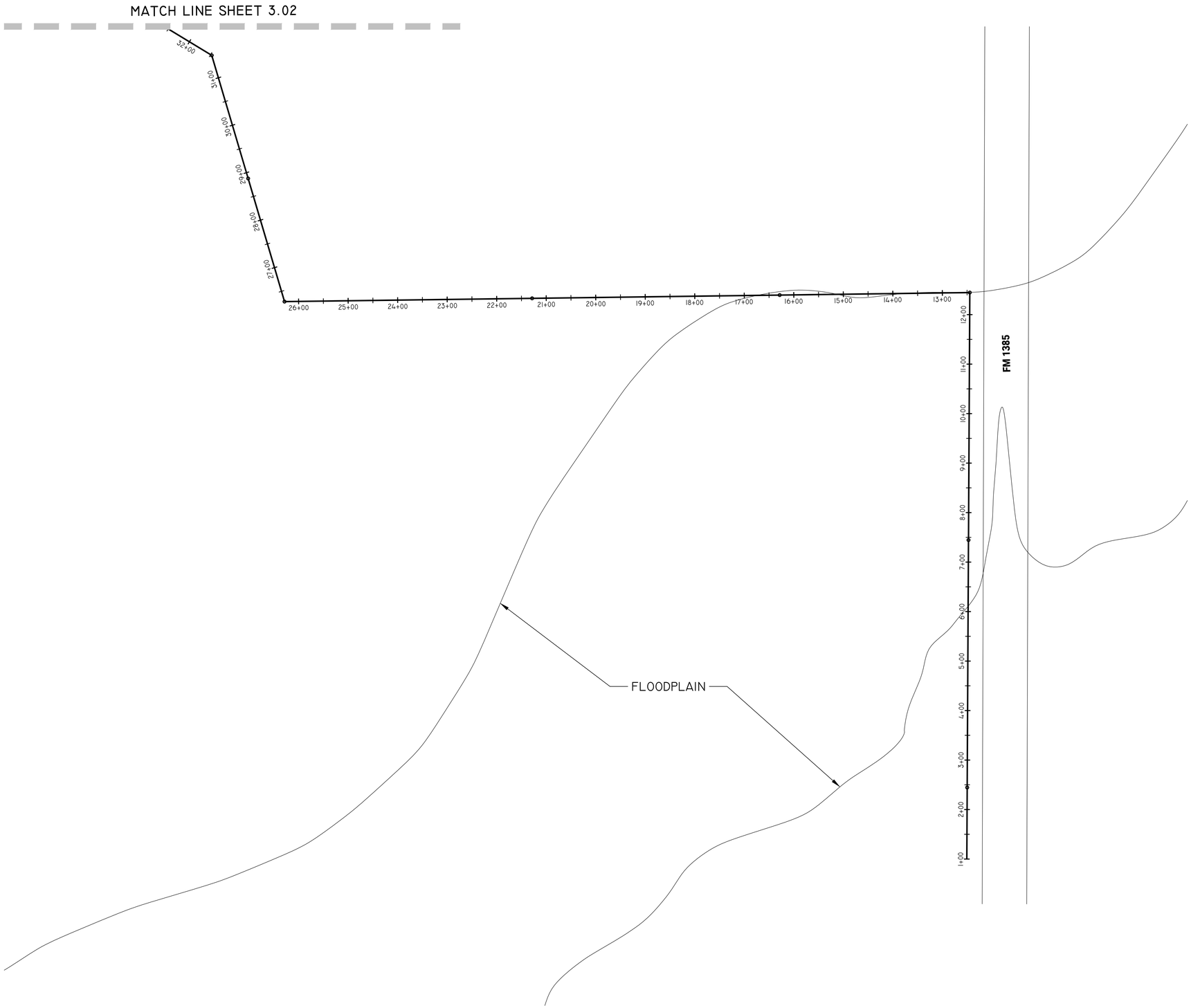

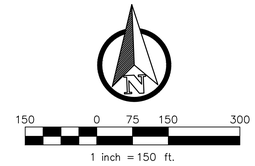

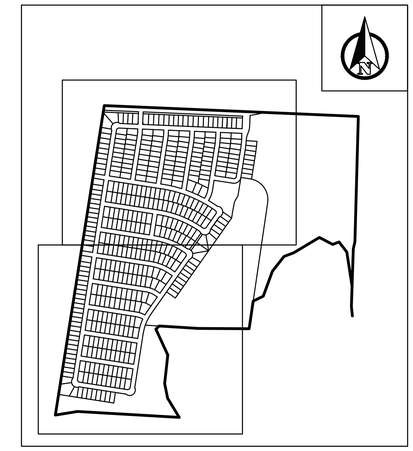

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STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

PRELIMINARY SANITARY SEWER

SHEET 3 OF 3

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
Texas Reg. No. P-12697
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=150'
DESIGN	CHECKED
BA	RAV

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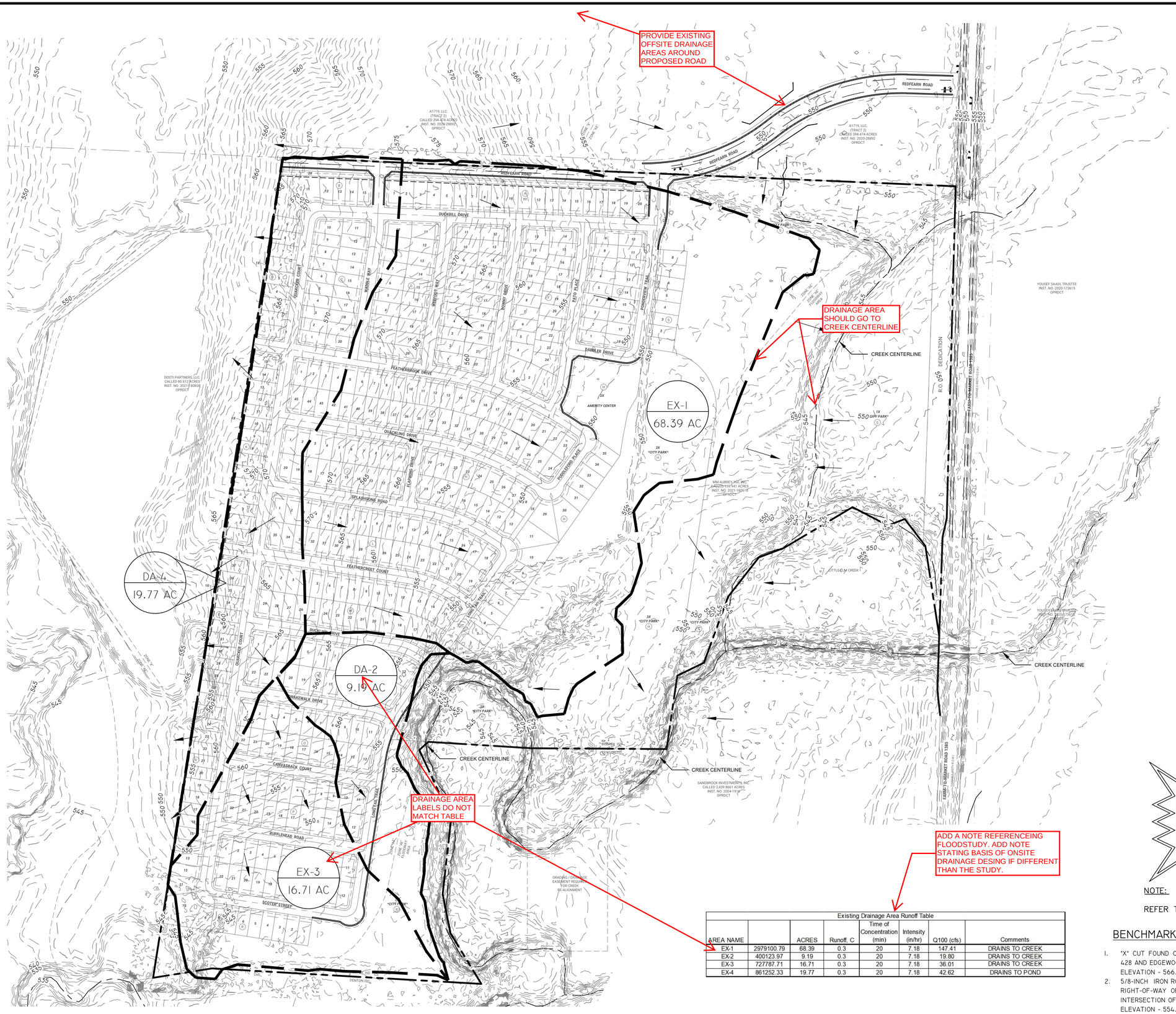

ADD A NOTE REFERENCEING FLOODSTUDY. ADD NOTE STATING BASIS OF ONSITE DRAINAGE DESING IF DIFFERENT THAN THE STUDY.

Existing Drainage Area Runoff Table

AREA NAME		ACRES	Runoff, C	Time of Concentration (min)	Intensity (in/hr)	Q100 (cfs)	Comments
EX-1	2979100.79	68.39	0.3	20	7.18	147.41	DRAINS TO CREEK
EX-2	400123.97	9.19	0.3	20	7.18	19.80	DRAINS TO CREEK
EX-3	727787.71	16.71	0.3	20	7.18	36.01	DRAINS TO CREEK
EX-4	861252.33	19.77	0.3	20	7.18	42.62	DRAINS TO POND

CAUTION!!!
EXISTING UTILITIES MAY BE PRESENT
CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY
THE LOCATION OF ALL EXISTING UTILITIES
PRIOR TO EXCAVATION
CALL - Texas811

NOTE:

REFER TO PLAT SHEETS FOR GENERAL NOTES.

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
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   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

DRAINAGE AREA MAP

PRE-DEVELOPMENT CONDITIONS

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel: 214.705.7475
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=180'
DESIGN	CHECKED
BA	RAV

4.01

Wednesday, October 16, 2024 11:25:00 AM

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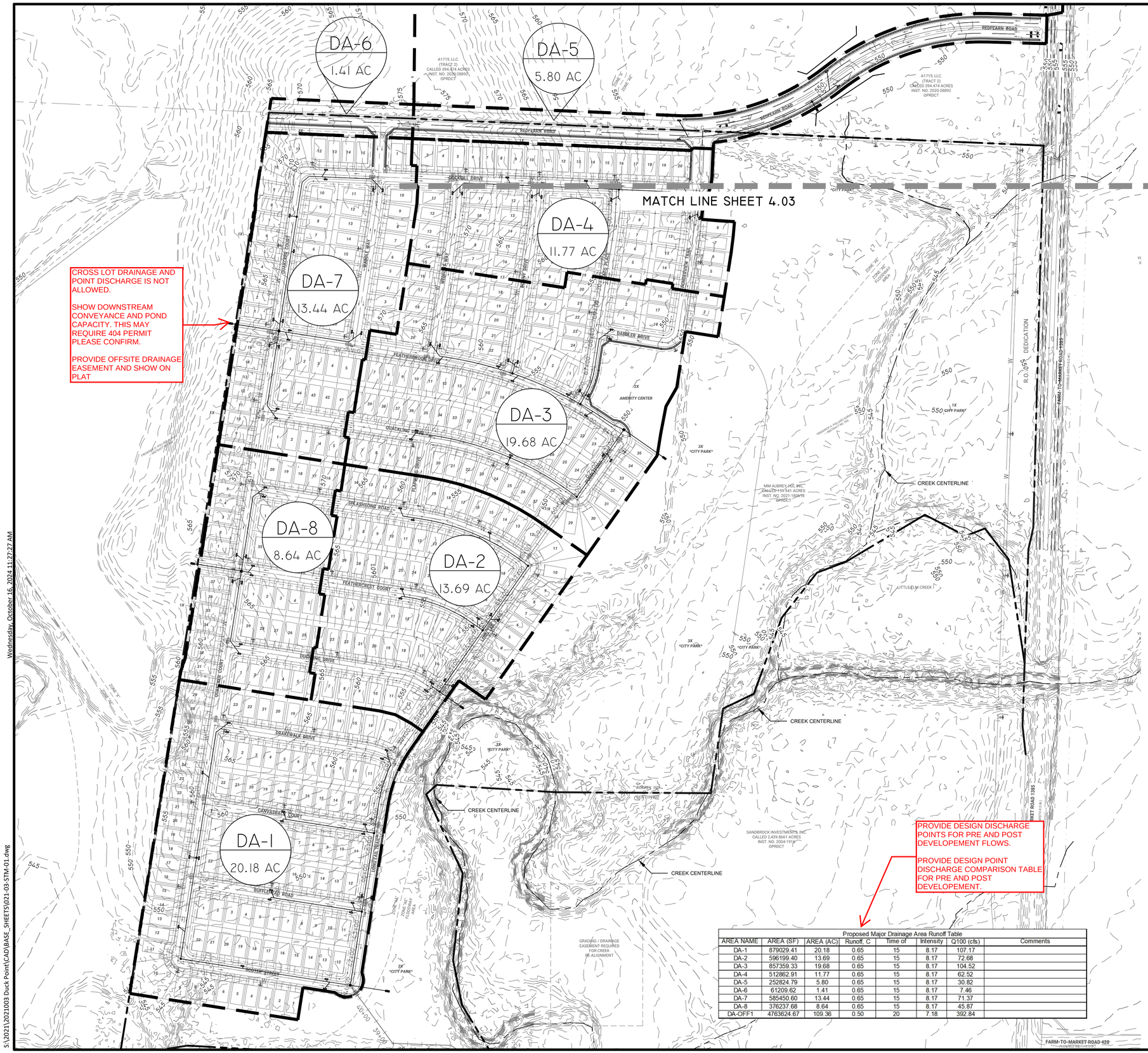

Proposed Major Drainage Area Runoff Table

AREA NAME	AREA (SF)	AREA (AC)	Runoff, C	Time of	Intensity	Q100 (cfs)	Comments
DA-1	879029.41	20.18	0.65	15	8.17	107.17	
DA-2	596199.40	13.69	0.65	15	8.17	72.68	
DA-3	857359.33	19.68	0.65	15	8.17	104.52	
DA-4	512862.91	11.77	0.65	15	8.17	62.52	
DA-5	252824.79	5.80	0.65	15	8.17	30.82	
DA-6	61209.62	1.41	0.65	15	8.17	7.46	
DA-7	585450.60	13.44	0.65	15	8.17	71.37	
DA-8	376237.68	8.64	0.65	15	8.17	45.87	
DA-OFF1	4763624.67	109.36	0.50	20	7.18	392.84	

160 0 80 160 320

1 inch =160ft.

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   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

DRAINAGE AREA MAP

POST-DEVELOPMENT CONDITIONS-MAJOR

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel: 214-562-7005
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
1300 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=160'
DESIGN	CHECKED
BA	RAV

4.02

Wednesday, October 16, 2024 11:27:27 AM

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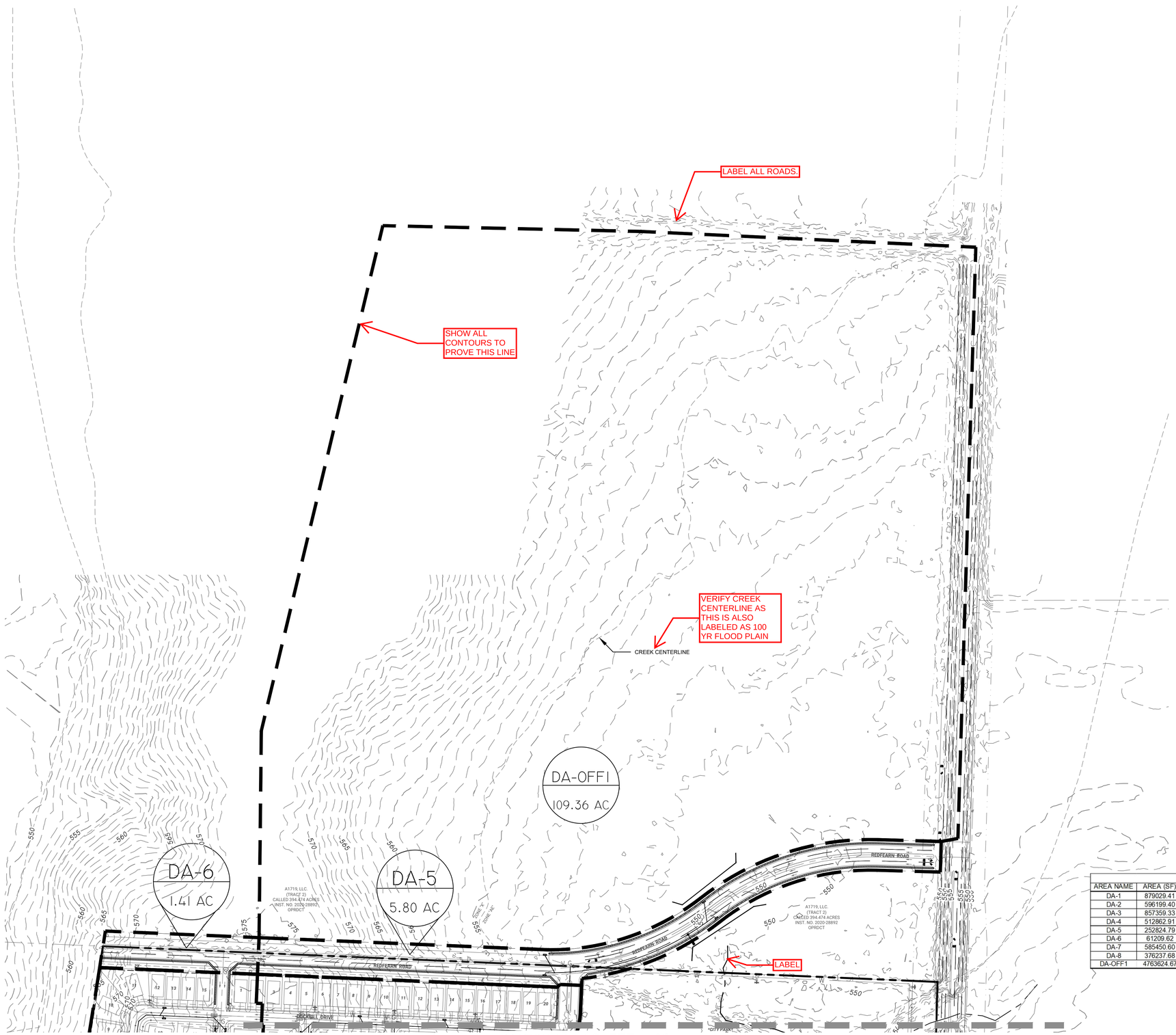

160 0 80 160 320

1 inch =160ft.

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Proposed Major Drainage Area Runoff Table

AREA NAME	AREA (SF)	AREA (AC)	Runoff, C	Time of	Intensity	Q100 (cfs)	Comments
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DA-3	857359.33	19.68	0.65	15	8.17	104.52	
DA-4	512862.91	11.77	0.65	15	8.17	62.52	
DA-5	252824.79	5.80	0.65	15	8.17	30.82	
DA-6	61209.62	1.41	0.65	15	8.17	7.46	
DA-7	585450.60	13.44	0.65	15	8.17	71.37	
DA-8	376237.68	8.64	0.65	15	8.17	45.87	
DA-OFF1	4763624.67	109.36	0.50	20	7.18	392.84	

BENCHMARKS:

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NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

DRAINAGE AREA MAP

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel. No. 214-890-0070
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=160'
DESIGN	CHECKED
BA	RAV

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Wednesday, October 16, 2024 11:27:39 AM

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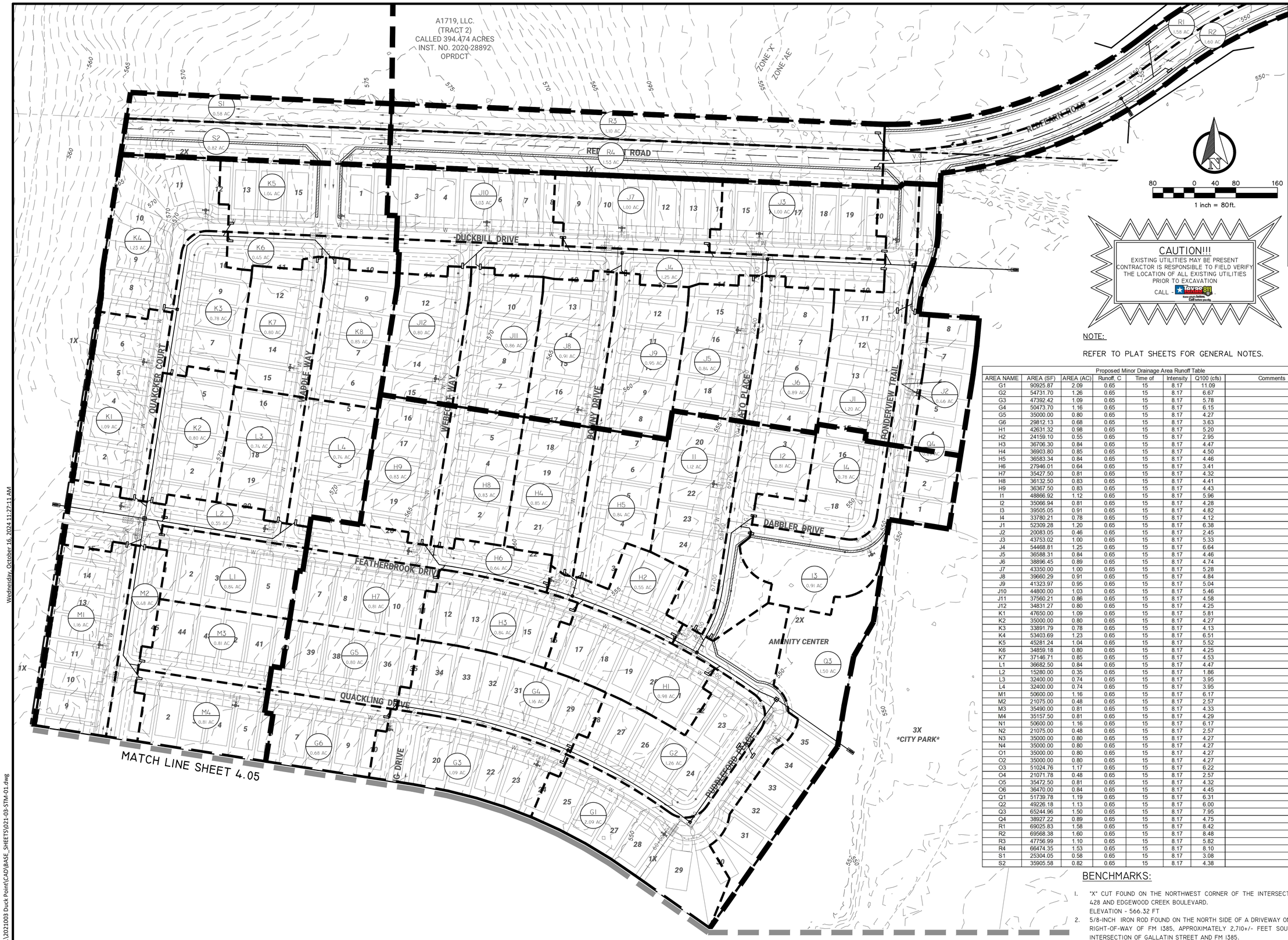

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Proposed Minor Drainage Area Runoff Table

AREA NAME	AREA (SF)	AREA (AC)	Runoff, C	Time of	Intensity	Q100 (cfs)	Comments
G1	90925.87	2.09	0.65	15	8.17	11.09	
G2	54731.70	1.26	0.65	15	8.17	6.67	
G3	47392.42	1.09	0.65	15	8.17	5.78	
G4	50473.70	1.16	0.65	15	8.17	6.15	
G5	35000.00	0.80	0.65	15	8.17	4.27	
G6	29812.13	0.68	0.65	15	8.17	3.63	
H1	42631.32	0.98	0.65	15	8.17	5.20	
H2	24159.10	0.55	0.65	15	8.17	2.95	
H3	36706.30	0.84	0.65	15	8.17	4.47	
H4	36903.80	0.85	0.65	15	8.17	4.50	
H5	36583.34	0.84	0.65	15	8.17	4.46	
H6	27946.01	0.64	0.65	15	8.17	3.41	
H7	35427.50	0.81	0.65	15	8.17	4.32	
H8	36132.50	0.83	0.65	15	8.17	4.41	
H9	36367.50	0.83	0.65	15	8.17	4.43	
I1	48866.92	1.12	0.65	15	8.17	5.96	
I2	35066.94	0.81	0.65	15	8.17	4.28	
I3	39505.05	0.91	0.65	15	8.17	4.82	
I4	33780.21	0.78	0.65	15	8.17	4.12	
J1	52309.28	1.20	0.65	15	8.17	6.38	
J2	20083.05	0.46	0.65	15	8.17	2.45	
J3	43753.02	1.00	0.65	15	8.17	5.33	
J4	54468.81	1.25	0.65	15	8.17	6.64	
J5	36588.31	0.84	0.65	15	8.17	4.46	
J6	38896.45	0.89	0.65	15	8.17	4.74	
J7	43350.00	1.00	0.65	15	8.17	5.28	
J8	39660.29	0.91	0.65	15	8.17	4.84	
J9	41323.97	0.95	0.65	15	8.17	5.04	
J10	44800.00	1.03	0.65	15	8.17	5.46	
J11	37560.21	0.86	0.65	15	8.17	4.58	
J12	34831.27	0.80	0.65	15	8.17	4.25	
K1	47650.00	1.09	0.65	15	8.17	5.81	
K2	35000.00	0.80	0.65	15	8.17	4.27	
K3	33891.79	0.78	0.65	15	8.17	4.13	
K4	53403.69	1.23	0.65	15	8.17	6.51	
K5	45281.24	1.04	0.65	15	8.17	5.52	
K6	34859.18	0.80	0.65	15	8.17	4.25	
K7	37146.71	0.85	0.65	15	8.17	4.53	
L1	36682.50	0.84	0.65	15	8.17	4.47	
L2	15280.00	0.35	0.65	15	8.17	1.86	
L3	32400.00	0.74	0.65	15	8.17	3.95	
L4	32400.00	0.74	0.65	15	8.17	3.95	
M1	50600.00	1.16	0.65	15	8.17	6.17	
M2	21075.00	0.48	0.65	15	8.17	2.57	
M3	35490.00	0.81	0.65	15	8.17	4.33	
M4	35157.50	0.81	0.65	15	8.17	4.29	
N1	50600.00	1.16	0.65	15	8.17	6.17	
N2	21075.00	0.48	0.65	15	8.17	2.57	
N3	35000.00	0.80	0.65	15	8.17	4.27	
N4	35000.00	0.80	0.65	15	8.17	4.27	
O1	35000.00	0.80	0.65	15	8.17	4.27	
O2	35000.00	0.80	0.65	15	8.17	4.27	
O3	51024.76	1.17	0.65	15	8.17	6.22	
O4	21071.78	0.48	0.65	15	8.17	2.57	
O5	35472.50	0.81	0.65	15	8.17	4.32	
O6	36470.00	0.84	0.65	15	8.17	4.45	
Q1	51739.78	1.19	0.65	15	8.17	6.31	
Q2	49226.18	1.13	0.65	15	8.17	6.00	
Q3	65244.96	1.50	0.65	15	8.17	7.95	
Q4	38927.22	0.89	0.65	15	8.17	4.75	
R1	69025.83	1.58	0.65	15	8.17	8.42	
R2	69568.38	1.60	0.65	15	8.17	8.48	
R3	47756.99	1.10	0.65	15	8.17	5.82	
R4	66474.35	1.53	0.65	15	8.17	8.10	
S1	25304.05	0.58	0.65	15	8.17	3.08	
S2	35905.58	0.82	0.65	15	8.17	4.38	

BENCHMARKS:

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   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

DRAINAGE AREA MAP

PRE-DEVELOPMENT CONDITIONS-MINOR

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
Tel. No. 214-494-9696
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
3800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=80'
DESIGN	CHECKED
BA	RAV

4.04

Wednesday, October 16, 2024 11:27:11 AM

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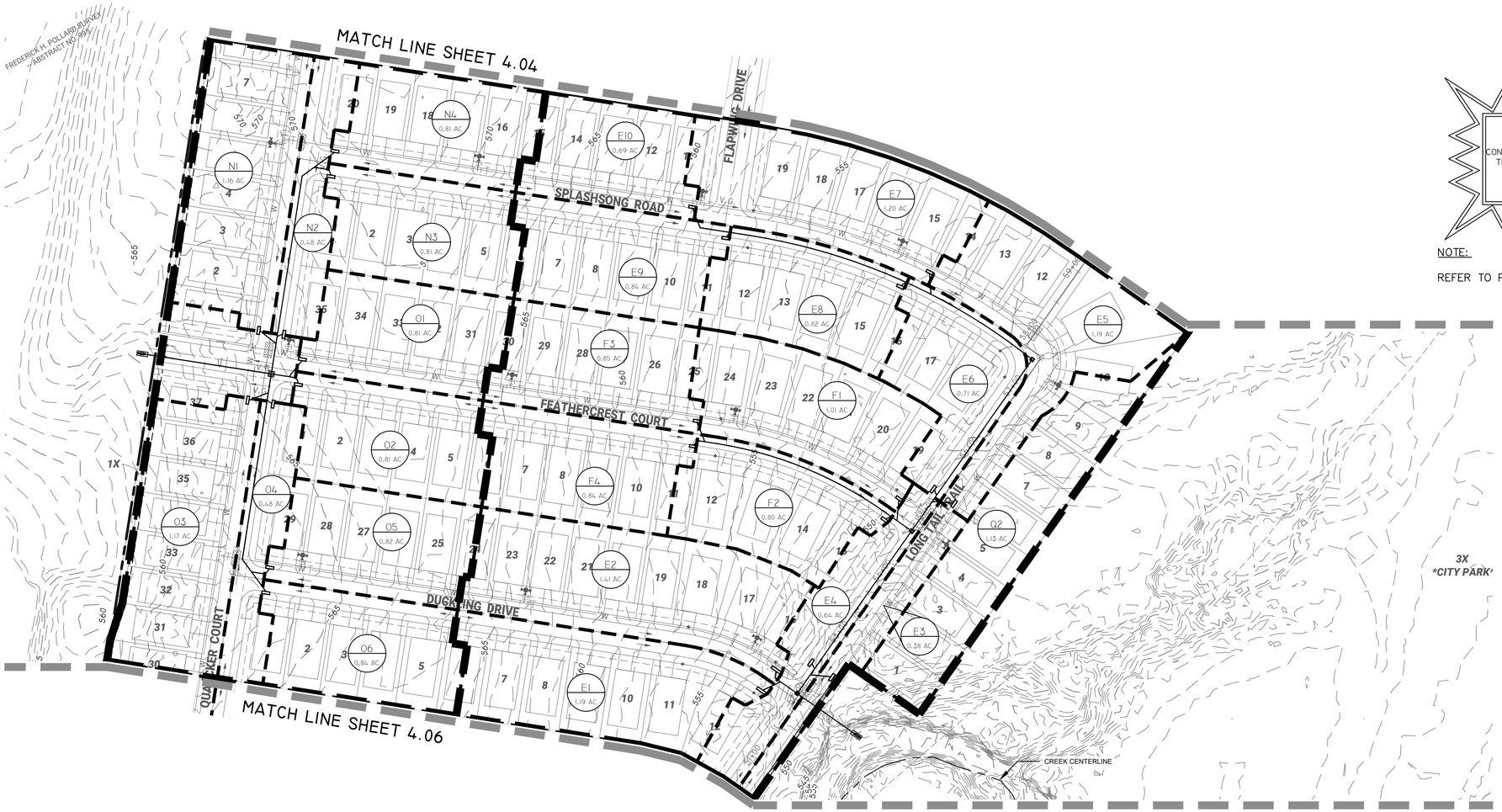

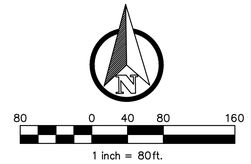

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CALL - Texas811

NOTE:

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Proposed Minor Drainage Area Runoff Table							
AREA NAME	AREA (SF)	AREA (AC)	Runoff, C	Time of	Intensity	Q100 (cfs)	Comments
E1	51859.18	1.19	0.65	15	8.17	6.32	
E2	61573.62	1.41	0.65	15	8.17	7.51	
E3	16604.34	0.38	0.65	15	8.17	2.02	
E4	27762.89	0.64	0.65	15	8.17	3.38	
E5	51694.79	1.19	0.65	15	8.17	6.30	
E6	30733.77	0.71	0.65	15	8.17	3.75	
E7	52235.66	1.20	0.65	15	8.17	6.37	
E8	35830.06	0.82	0.65	15	8.17	4.37	
E9	36845.00	0.85	0.65	15	8.17	4.49	
E10	29940.00	0.69	0.65	15	8.17	3.65	
F1	43871.54	1.01	0.65	15	8.17	5.35	
F2	34868.66	0.80	0.65	15	8.17	4.25	
F3	36881.25	0.85	0.65	15	8.17	4.50	
F4	36811.25	0.85	0.65	15	8.17	4.49	
N1	50600.00	1.16	0.65	15	8.17	6.17	
N2	21075.00	0.48	0.65	15	8.17	2.57	
N3	35000.00	0.80	0.65	15	8.17	4.27	
N4	35000.00	0.80	0.65	15	8.17	4.27	
O1	35000.00	0.80	0.65	15	8.17	4.27	
O2	35000.00	0.80	0.65	15	8.17	4.27	
O3	51024.76	1.17	0.65	15	8.17	6.22	
O4	21071.78	0.48	0.65	15	8.17	2.57	
O5	35472.50	0.81	0.65	15	8.17	4.32	
O6	36470.00	0.84	0.65	15	8.17	4.45	
Q1	51739.78	1.19	0.65	15	8.17	6.31	
Q2	49226.18	1.13	0.65	15	8.17	6.00	
Q3	65244.96	1.50	0.65	15	8.17	7.95	
Q4	38927.22	0.89	0.65	15	8.17	4.75	

BENCHMARKS:

1. "X" CUT FOUND ON THE NORTHWEST CORNER OF THE INTERSECTION OF FM 428 AND EDGEWOOD CREEK BOULEVARD.
   ELEVATION - 566.32 FT
2. 5/8-INCH IRON ROD FOUND ON THE NORTH SIDE OF A DRIVEWAY ON THE EAST RIGHT-OF-WAY OF FM 1385, APPROXIMATELY 2,710+/- FEET SOUTH OF THE INTERSECTION OF GALLATIN STREET AND FM 1385.
   ELEVATION - 554.61 FT

NO.	DATE	REVISION

STATE OF TEXAS
RODNEY VELASQUEZ
129439
LICENSED PROFESSIONAL ENGINEER
10/14/2024

DRAINAGE AREA MAP

PRE-DEVELOPMENT CONDITIONS-MINOR

DUCK POINT DEVELOPMENT

CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING
801 East Campbell Road
Suite 650, Richardson, TX 75081
Texas Reg. No. F-14676-00
TBPE Firm Lic. 20683

CENTURION AMERICAN DEVELOPMENT
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DATE	SCALE
10/15/2024	1"=80'
DESIGN	CHECKED
BA	RAV

4.05

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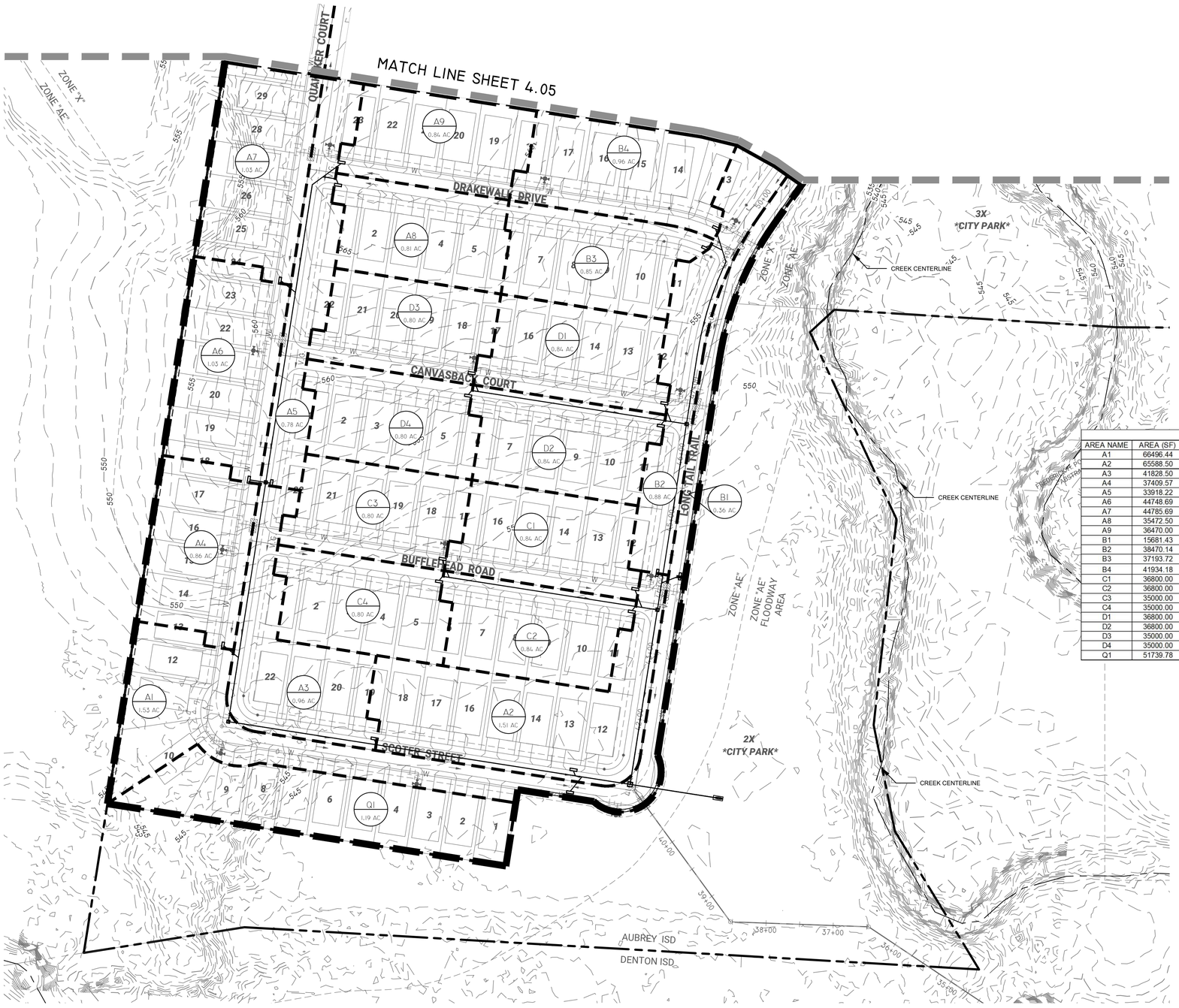

80 0 40 80 160

1 inch = 80ft.

CAUTION!!!
EXISTING UTILITIES MAY BE PRESENT
CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY
THE LOCATION OF ALL EXISTING UTILITIES
PRIOR TO EXCAVATION
CALL - Texas811

NOTE:

REFER TO PLAT SHEETS FOR GENERAL NOTES.

Proposed Minor Drainage Area Runoff Table

AREA NAME	AREA (SF)	AREA (AC)	Runoff, C	Time of	Intensity	Q100 (cfs)	Comments
A1	66496.44	1.53	0.65	15	8.17	8.11	
A2	65588.50	1.51	0.65	15	8.17	8.00	
A3	41828.50	0.96	0.65	15	8.17	5.10	
A4	37409.57	0.86	0.65	15	8.17	4.56	
A5	33918.22	0.78	0.65	15	8.17	4.14	
A6	44748.69	1.03	0.65	15	8.17	5.46	
A7	44785.69	1.03	0.65	15	8.17	5.46	
A8	35472.50	0.81	0.65	15	8.17	4.32	
A9	36470.00	0.84	0.65	15	8.17	4.45	
B1	15681.43	0.36	0.65	15	8.17	1.91	
B2	38470.14	0.88	0.65	15	8.17	4.69	
B3	37193.72	0.85	0.65	15	8.17	4.53	
B4	41934.18	0.96	0.65	15	8.17	5.11	
C1	36800.00	0.84	0.65	15	8.17	4.49	
C2	36800.00	0.84	0.65	15	8.17	4.49	
C3	35000.00	0.80	0.65	15	8.17	4.27	
C4	35000.00	0.80	0.65	15	8.17	4.27	
D1	36800.00	0.84	0.65	15	8.17	4.49	
D2	36800.00	0.84	0.65	15	8.17	4.49	
D3	35000.00	0.80	0.65	15	8.17	4.27	
D4	35000.00	0.80	0.65	15	8.17	4.27	
Q1	51739.78	1.19	0.65	15	8.17	6.31	

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4.06

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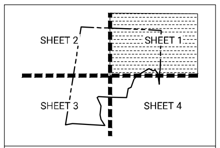


KEY MAP
(NOT TO SCALE)

NOTES:

1. WATER SERVICE AND SANITARY SEWER SERVICE TO BE PROVIDED BY MUSTANG SPECIAL UTILITY DISTRICT.
2. UTILITY PROVIDERS:

(A) ELECTRIC & GAS SERVICE: COSERV
7701 SOUTH STEMMONS
CORINTH, TEXAS 76210
1-800-274-4014

(B) TELEPHONE SERVICE: AT&T
2301 RIDGEVIEW DRIVE
PLANO, TEXAS 75025
(972) 569-3084

(C) WATER & SANITARY SEWER UTILITY SERVICE:
MUSTANG SPECIAL UTILITY DISTRICT
7985 FM 2931
AUBREY, TEXAS 76227
(904) 440-9561

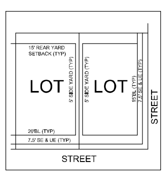
3. SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
4. THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT ARE THE RESPONSIBILITY OF THE CITY OF AUBREY.
5. THE CITY OF AUBREY AND/OR DENTON COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF AUBREY FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.
6. ALL UTILITY EASEMENTS FOR FRANCHISE DRY UTILITIES SHOWN HEREON ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF THE FRANCHISE DRY UTILITIES UNLESS OTHERWISE NOTED.
7. LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS. OWNERSHIP AND MAINTENANCE OF "X" LOTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION (HOA). (LOT 1X BLOCK A, LOT 1X BLOCK B, LOTS 1X, 2X & 3X BLOCK H, LOT 1X BLOCK K, AND LOTS 1X, 2X BLOCK R).
8. FLOODPLAIN AND FLOODWAY AS DEPICTED (LOT 1X, BLOCK S) IS HEREBY DEDICATED TO THE CITY OF AUBREY.
9. MAINTENANCE OF WALL MAINTENANCE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION (HOA).
10. ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
11. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS.
12. THE CITY OF AUBREY AND/OR DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
13. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS.
14. **SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ZONE AE (SHADED) AND ZONE AE (FLOODWAY AREAS) (ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, NUMBER 48121C0270G, REVISION DATE APRIL 18, 2011.
15. NO CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE CITY OF AUBREY SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FOOT ABOVE THE 100-YEAR FLOOD ELEVATION.
16. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 ~ NORTH CENTRAL ZONE NO. 4202 - NAD 83. (ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849393).

CURVE TABLE

CURVE #	DELTA	RADIUS	CH. BEARING	CH. LENGTH	LENGTH
C1	150°50'04"	60.00	S50°35'12"W	116.13'	157.95
C2	083°33'29"	50.00	S50°40'03"W	66.63'	72.92
C3	006°26'31"	250.00	N05°40'03"E	28.09'	28.11
C4	006°26'31"	530.00	N05°40'03"E	59.56'	59.59
C5	006°26'31"	810.00	N05°40'03"E	91.02'	91.07
C6	006°26'31"	1090.00	N05°40'03"E	122.49'	122.55
C7	014°19'31"	250.00	N09°36'33"E	62.34'	62.51
C8	012°50'08"	250.00	N10°21'14"E	55.89'	56.01
C9	021°35'59"	210.00	N13°14'47"E	78.70'	79.17
C10	004°57'08"	1370.00	N06°24'45"E	118.38'	118.41
C11	090°00'00"	75.00	N53°53'19"E	106.07'	117.81
C12	090°00'00"	50.00	N53°53'19"E	70.71'	78.54
C13	020°29'18"	250.00	N19°07'58"E	88.92'	89.40
C14	009°32'19"	250.00	N13°39'28"E	41.57'	41.62
C15	157°07'04"	60.00	N09°52'02"W	117.62'	164.53
C16	089°44'36"	50.00	N09°44'14"W	70.55'	78.32
C17	157°06'38"	60.00	N80°07'56"E	117.61'	164.53
C18	090°17'50"	50.00	N80°16'59"E	70.89'	78.80
C19	157°07'12"	60.00	N09°52'06"W	117.62'	164.54
C20	089°33'15"	50.00	N09°38'34"W	70.44'	78.15
C21	026°14'45"	250.00	N67°59'19"W	113.52'	114.52
C22	018°49'23"	250.00	N71°42'00"W	81.76'	82.13
C23	157°06'53"	60.00	N53°53'19"E	117.61'	164.53
C24	090°00'00"	50.00	N53°53'19"E	70.71'	78.54
C25	157°06'53"	60.00	S36°06'41"E	117.61'	164.53
C26	090°00'00"	50.00	S36°06'41"E	70.71'	78.54
C27	026°14'45"	500.00	S22°00'41"W	227.04'	229.04

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N18°25'38"E	8.75'
L2	N62°17'19"W	31.14'

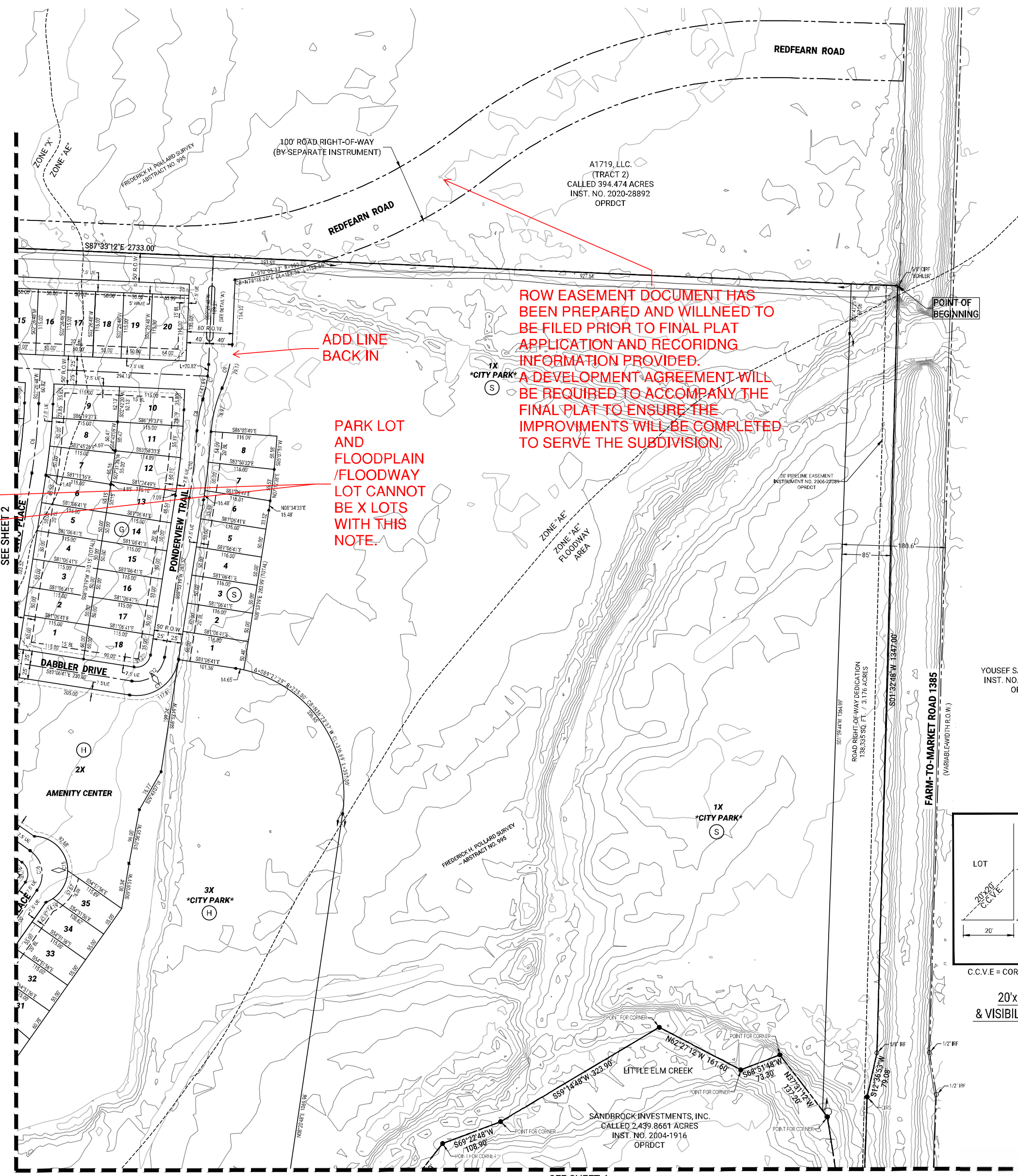


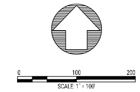
MINIMUM SETBACK EXHIBIT
(Not to Scale)

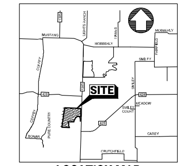
AREA TABLE

TYPE	QUANTITY	AREA (ACRES)
RESIDENTIAL	452	65.103
OPEN SPACE	8	2.917
CITY PARK	3	66.507
RIGHT-OF-WAY	N/A	25.412
TOTAL	463	159.939

LOT INFORMATION
SF-A = 452 LOTS
MIN. LOT SIZE = 5,500 SQ FT

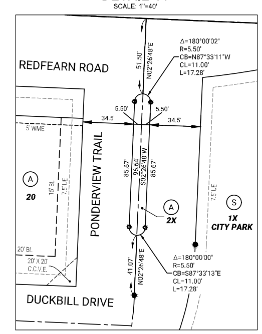






LOCATION MAP
(NOT TO SCALE)

DETAIL "A"
SCALE: 1"=40'

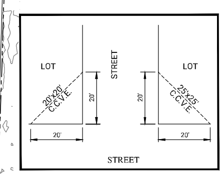


LEGEND

IRF	IRON ROD FOUND
CIRS ●	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
CIRF ○	CAPPED IRON ROD FOUND
ESMT	EASEMENT
LS	LANDSCAPE EASEMENT
DCEC	DENTON COUNTY ELECTRIC COOPERATIVE, INC.
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
VE	VISIBILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
WLE	WATER LINE EASEMENT
SSE	SANITARY SEWER EASEMENT
LS&DE	LANDSCAPE & DRAINAGE EASEMENT
BL	BUILDING LINE
RP	RADIUS POINT
HOA	HOME OWNERS ASSOCIATION
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
INST. NO.	INSTRUMENT NUMBER
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
PRDCT	PUBLIC RECORDS, DENTON COUNTY, TEXAS
(A)	SUBDIVISION BLOCK
◇	DENOTES STREET NAME CHANGE

LINETYPE LEGEND:

- BOUNDARY LINE
- PROP. R.O.W. LINE
- PROP. LOT LINE
- PROP. ROAD CL
- BUILDING LINE
- EASEMENT LINE
- ABSTRACT LINE



C.C.V.E = CORNER CLIP VISIBILITY EASEMENT

20'x20' CORNER CLIP & VISIBILITY EASEMENT (TYP.)
N.T.S.

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.

PRELIMINARY PLAT
DUCK POINT
159.939 ACRES
452 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS
LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X, 3X (CITY PARK) & 1-35, BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X, 2X (CITY PARK) & 1-37, BLOCK R; LOTS 1X (CITY PARK) & 1-8, BLOCK S;
SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com
RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2021003
DATE OCTOBER 2024

SCALE 1"=100'
TECH=BAS
PAGE 1 OF 6

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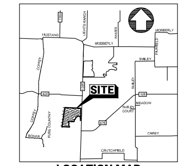

SCALE: 1" = 100'

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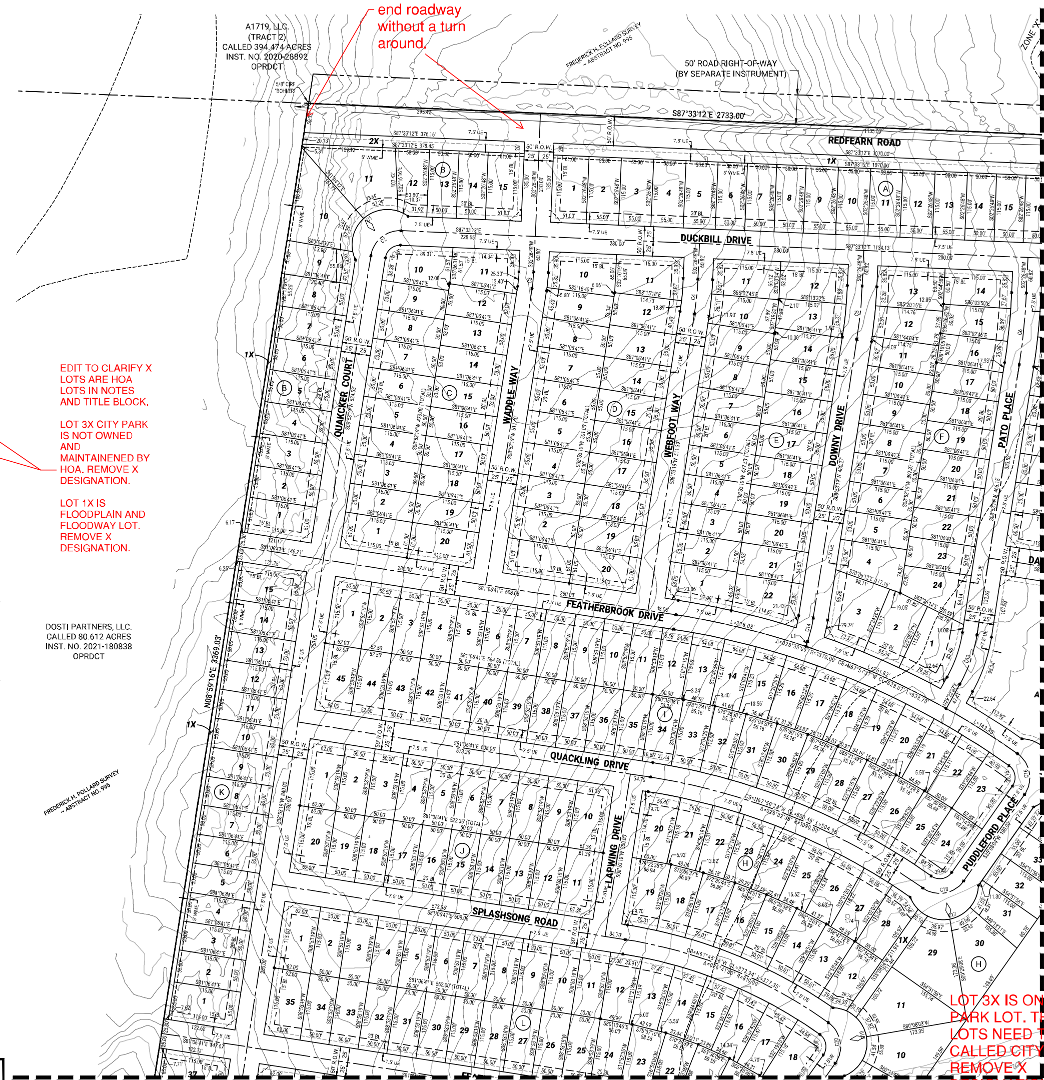
SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

REPEAT COMMENT HAVE STREET NAMES BEEN SUBMITTED AND APPROVED?

LOT 3X IS ONLY CITY PARK LOT. THE OTHER LOTS NEED TO BE CALLED CITY LOTS. REMOVE X DESIGNATION.



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EDIT TO CLARIFY X LOTS ARE HOA LOTS IN NOTES AND TITLE BLOCK.

LOT 3X CITY PARK IS NOT OWNED AND MAINTAINENED BY HOA. REMOVE X DESIGNATION.

LOT 1X IS FLOODPLAIN AND FLOODWAY LOT. REMOVE X DESIGNATION.

CURVE TABLE

CURVE #	DELTA	RADIUS	CH. BEARING	CH. LENGTH	LENGTH
C1	150°50'04"	60.00	S50°35'12"W	116.13'	157.95
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C27	026°14'45"	500.00	S22°00'41"W	227.04'	229.04

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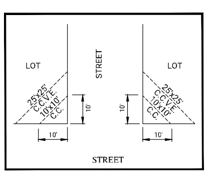
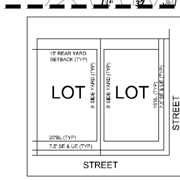


C.C. = CORNER CLIP
C.C.V.E = CORNER CLIP VISIBILITY EASEMENT

10'x10' VISIBILITY EASEMENT
& CORNER CLIP EASEMENT (TYP.)
N.T.S.



MINIMUM SETBACK EXHIBIT
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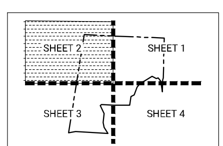

KEY MAP
(NOT TO SCALE)

LOTS

THERE IS NOT AN SF-6 CATEOGREY LABEL THIS AS: "PD SF TYPE A"

AREA TABLE

TYPE	QUANTITY	AREA (ACRES)
RESIDENTIAL	452	65.103
OPEN SPACE	8	2.917
CITY PARK	3	66.507
RIGHT-OF-WAY	N/A	25.412
TOTAL	463	159.939

LOT INFORMATION
SF-6 = 452 LOTS
LOTS RANGE IN SIZE FROM 6,000 SQ FT TO 16,166 SQ FT

5,500

PD ALLOWS 5,500 AND NOT ALL LOTS ARE A MINIMUM OF 6,000

RESONSE AND EMAIL DATED 10/1 FROM LW, STATE 450. ARE THESE THE 2 LOTS IN BLOCK B THAT ARE NOT X LOTS? PLEASE REVISE

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS
SCALE 1"=100'
PAGE 2 OF 6

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7701 SOUTH STEMMONS
CORINTH, TEXAS 76210
1-800-274-4014

(B) TELEPHONE SERVICE: AT&T
2301 RIDGEVIEW DRIVE
PLANO, TEXAS 75025
(972) 569-3084

(C) WATER & SANITARY SEWER UTILITY SERVICE:
MUSTANG SPECIAL UTILITY DISTRICT
7985 FM 2931
AUBREY, TEXAS 76227
(904) 440-9561

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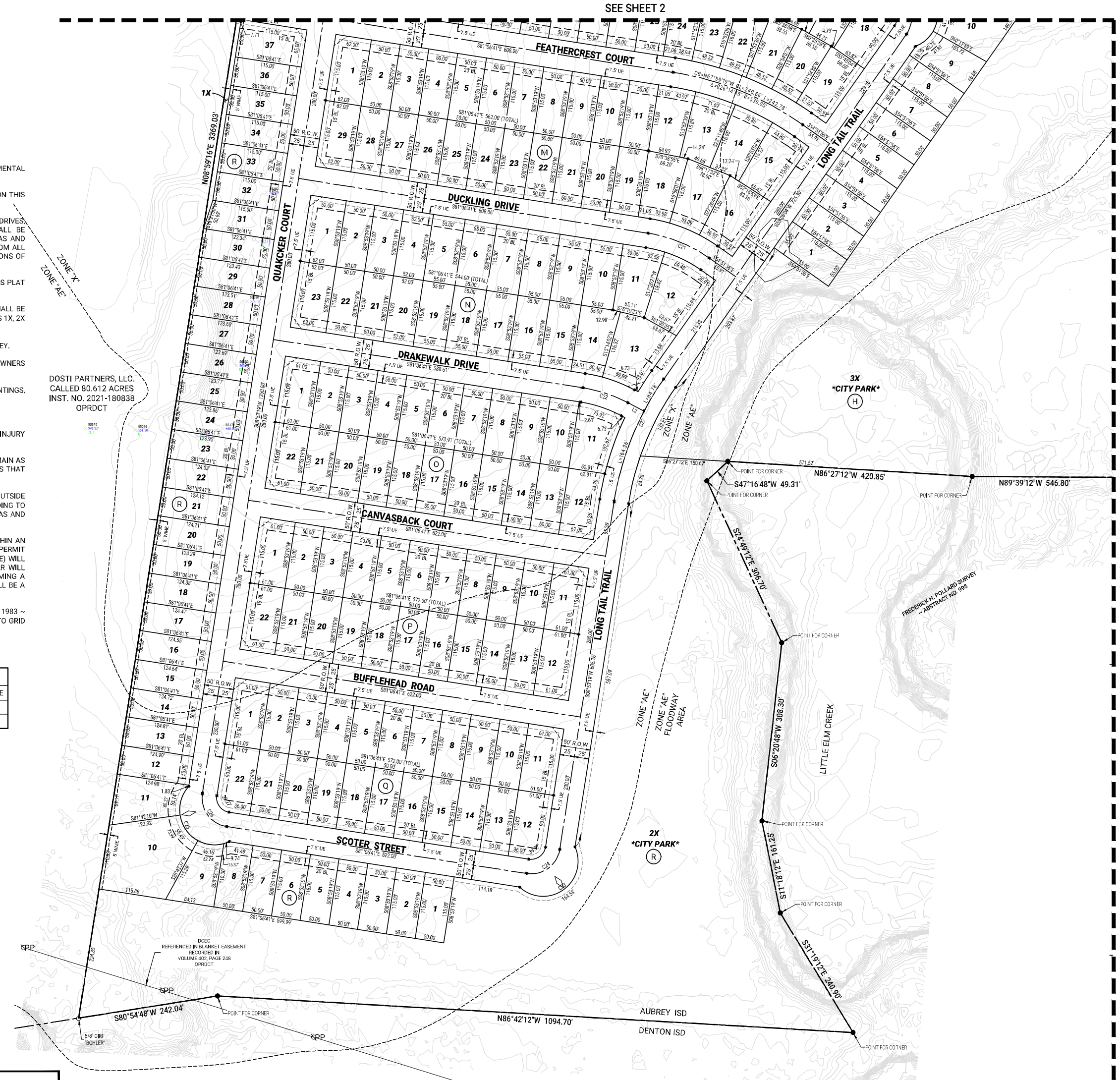

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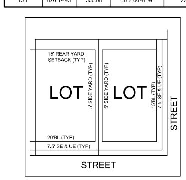

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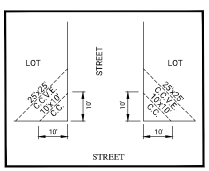

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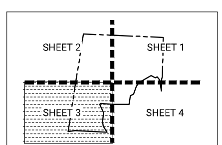

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OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com
RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

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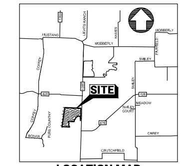

LOCATION MAP
(NOT TO SCALE)

LEGEND

IRF	IRON ROD FOUND
CIRS ●	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
CIRF ○	CAPPED IRON ROD FOUND
ESMT	EASEMENT
LS	LANDSCAPE EASEMENT
DCEC	DENTON COUNTY ELECTRIC COOPERATIVE, INC.
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
VE	VISIBILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
WLE	WATER LINE EASEMENT
SSE	SANITARY SEWER EASEMENT
LS&DE	LANDSCAPE & DRAINAGE EASEMENT
BL	BUILDING LINE
RP	RADIUS POINT
HOA	HOME OWNERS ASSOCIATION
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
INST. NO.	INSTRUMENT NUMBER
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
PRDCT	PUBLIC RECORDS, DENTON COUNTY, TEXAS
(A)	SUBDIVISION BLOCK
◇	DENOTES STREET NAME CHANGE

LINETYPE LEGEND:

- BOUNDARY LINE
- PROP. R.O.W. LINE
- PROP. LOT LINE
- PROP. ROAD CL
- BUILDING LINE
- EASEMENT LINE
- ABSTRACT LINE

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

PRELIMINARY PLAT
DUCK POINT

159.939 ACRES
452 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS
LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X, 3X (CITY PARK) & 1-35, BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X, 2X (CITY PARK) & 1-37, BLOCK R; LOTS 1X (CITY PARK) & 1-8, BLOCK S;
SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2021003
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TECH=BAS
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PAGE 3 OF 6

S:\2021\2021003 Duck Point\SURVEY\Plat\Preliminary\DWG_021-003-PP.dwg 10/15/2024 3:19 PM

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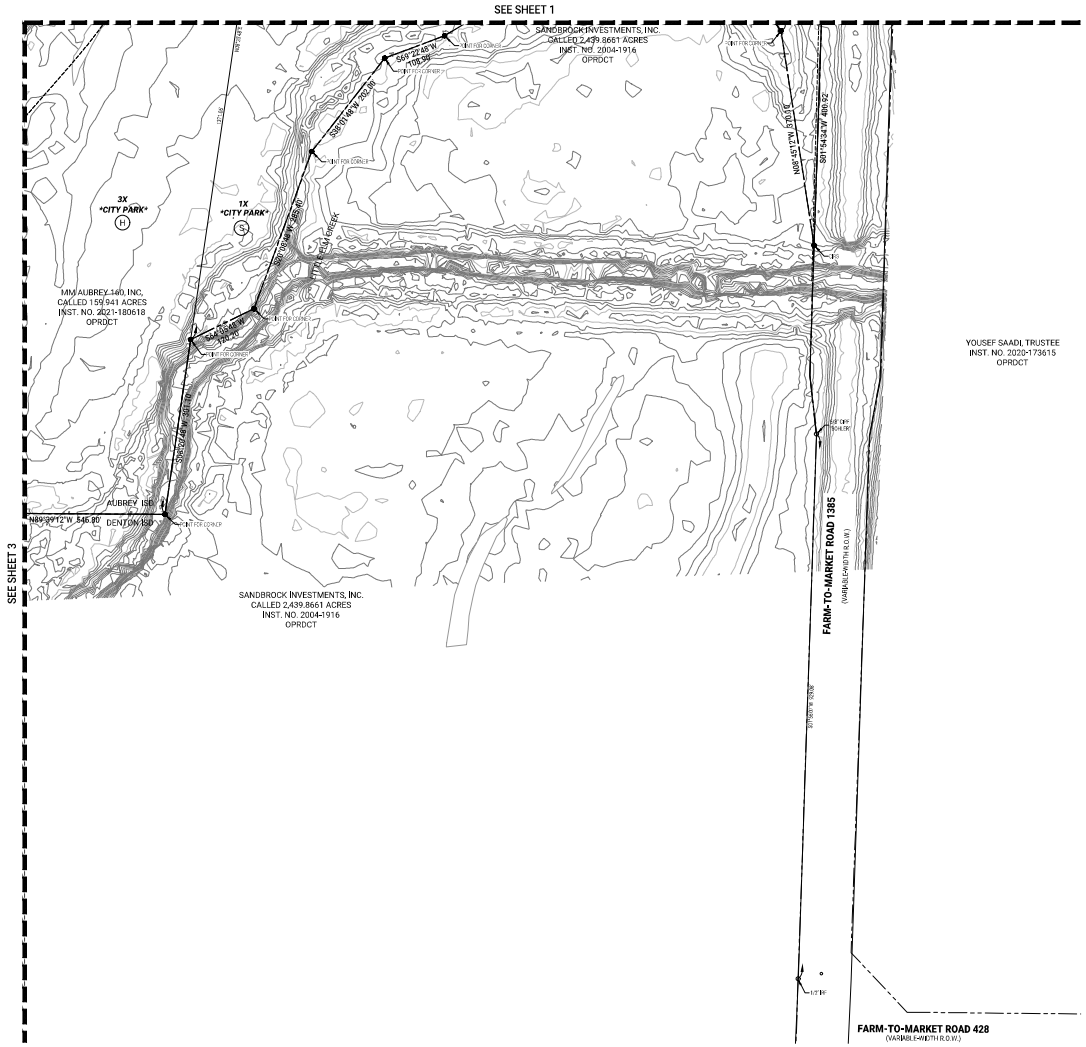
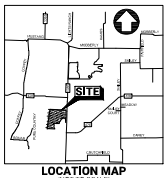
13. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS.
14. **SUBJECT PROPERTY LIES WITHIN ZONE X (UNSHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ZONE AE (SHADED) AND ZONE AE (FLOODWAY AREAS) (ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, NUMBER 48121C0270G, REVISION DATE APRIL 18, 2011.
15. NO CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE CITY OF AUBREY SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FOOT ABOVE THE 100-YEAR FLOOD ELEVATION.
16. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 – NORTH CENTRAL ZONE NO. 4202 - NAD 83. (ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849393).





LOCATION MAP
(NOT TO SCALE)

LEGEND

IRF	IRON ROD FOUND
CIRS ●	5/8" CAPPED IRON ROD STAMPED "BCG #10194538" SET
CIRF ○	CAPPED IRON ROD FOUND
ESMT	EASEMENT
LS	LANDSCAPE EASEMENT
DCCC	DENTON COUNTY ELECTRIC COOPERATIVE, INC.
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
VE	VEGETATION EASEMENT
WME	WALL MAINTENANCE EASEMENT
WLE	WATER LINE EASEMENT
SSE	SANITARY SEWER EASEMENT
LSDE	LANDSCAPE & DRAINAGE EASEMENT
BL	BUILDING LINE
RP	RADIUS POINT
HOA	HOME OWNERS ASSOCIATION
ROW	RIGHT-OF-WAY
VOL., PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
INST. NO.	INSTRUMENT NUMBER
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
PRDCT	PUBLIC RECORDS, DENTON COUNTY, TEXAS
(A)	SUBDIVISION BLOCK
◇	DENOTES STREET NAME CHANGE

LINETYPE LEGEND:

- BOUNDARY LINE
- PROP. R.O.W. LINE
- PROP. LOT LINE
- PROP. ROAD CL
- BUILDING LINE
- EASEMENT LINE
- ABSTRACT LINE

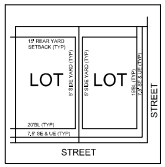
P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

PRELIMINARY PLAT

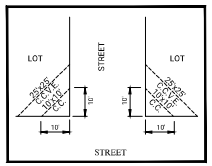
DUCK POINT

159.939 ACRES
452 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS

LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X, 3X (CITY PARK) & 1-35, BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X, 2X (CITY PARK) & 1-37, BLOCK R; LOTS 1X (CITY PARK) & 1-8, BLOCK S;
SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

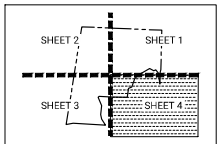


MINIMUM SETBACK EXHIBIT
(Not to Scale)



C.C. = CORNER CLIP
C.C.V.E = CORNER CLIP VISIBILITY EASEMENT

10'x10' VISIBILITY EASEMENT
& CORNER CLIP EASEMENT (TYP.)
N.T.S.



KEY MAP
(NOT TO SCALE)

AREA TABLE		
TYPE	QUANTITY	AREA (ACRES)
RESIDENTIAL	452	65.133
OPEN SPACE	8	2.917
CITY PARK	3	14.037
RIGHT-OF-WAY	N/A	28.412
TOTAL	463	159.999

LOT INFORMATION

SF-6 = 452 LOTS

LOTS RANGE IN SIZE FROM
6,000 SQ FT TO 16,166 SQ FT

OWNER: MM AUBREY 160, LLC
CONTACT: MEHROAD MDAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6664
AJohnson@BarrazaGroup.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055

PROJECT NO. 2021003
DATE OCTOBER 2024

TECH:BAS
SCALE 1"=100'

S:\2021\2021003\Dwg\Plats\PRELIMINARY\DWG\DP-PD\DP-PD.dwg, 10/15/2024 5:39 PM

Block A - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.145	6,325
3	0.145	6,325
4	0.145	6,325
5	0.145	6,325
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.145	6,325
10	0.145	6,325
11	0.145	6,325
12	0.145	6,325
13	0.145	6,325
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.169	7,360

Block A - Lot Areas

Lot	Area (AC)	Area (SF)
1X	0.491	21,400
2X	0.024	1,037

Block A Total Area

Area (AC)	Area (SF)
3.340	145,487

Block B - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.145	6,325
3	0.145	6,325
4	0.145	6,325
5	0.145	6,325
6	0.145	6,325
7	0.145	6,325
8	0.149	6,473
9	0.154	6,693
10	0.297	12,945
11	0.296	12,877
12	0.140	6,085
13	0.132	5,750
14	0.132	5,750
15	0.161	7,015
1X	0.056	2,430
2X	0.173	7,546

Block B Total Area

Area (AC)	Area (SF)
2.721	118,530

Block C - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.173	7,518
11	0.180	7,849
12	0.140	6,095
13	0.140	6,095
14	0.140	6,095
15	0.140	6,095
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.161	7,015

Block C Total Area

Area (AC)	Area (SF)
2.819	122,778

Block D - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.145	6,325
3	0.145	6,325
4	0.145	6,325
5	0.145	6,325
6	0.145	6,325
7	0.145	6,325
8	0.132	5,750
9	0.138	6,000
10	0.175	7,623
11	0.184	7,994
12	0.151	6,570
13	0.145	6,325
14	0.145	6,325
15	0.145	6,325
16	0.145	6,325
17	0.145	6,325
18	0.145	6,325
19	0.145	6,325
20	0.161	7,015

Block D Total Area

Area (AC)	Area (SF)
2.989	130,192

Block E - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.168	7,338
2	0.136	5,922
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.145	6,325
9	0.145	6,325
10	0.142	6,184
11	0.165	7,185
12	0.173	7,531
13	0.143	6,246
14	0.145	6,326
15	0.145	6,325
16	0.145	6,325
17	0.145	6,325
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block E - Lot Areas

Lot	Area (AC)	Area (SF)
21	0.144	6,271
22	0.180	7,858

Block E Total Area

Area (AC)	Area (SF)
3.179	138,488

Block F - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.207	9,009
2	0.181	7,900
3	0.223	9,726
4	0.168	7,324
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.134	5,818
12	0.148	6,441
13	0.185	8,078
14	0.164	7,136
15	0.140	6,113
16	0.137	5,981
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block F - Lot Areas

Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.132	5,750
23	0.132	5,750
24	0.174	7,591

Block F Total Area

Area (AC)	Area (SF)
3.578	155,868

Block G - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.158	6,900
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,759
7	0.139	6,036
8	0.139	6,042
9	0.161	6,998
10	0.167	7,293
11	0.140	6,081
12	0.152	6,632
13	0.146	6,360
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.155	6,766

Block G Total Area

Area (AC)	Area (SF)
2.545	110,866

Block H - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.145	6,325
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.156	6,795
10	0.255	11,095
11	0.258	11,224
12	0.141	6,139
13	0.141	6,131
14	0.141	6,131
15	0.141	6,131
16	0.141	6,131
17	0.141	6,131
18	0.141	6,131
19	0.167	7,285
20	0.167	7,265

Block H - Lot Areas

Lot	Area (AC)	Area (SF)
21	0.140	6,113
22	0.140	6,112
23	0.140	6,112
24	0.140	6,112
25	0.140	6,112
26	0.140	6,113
27	0.140	6,114
28	0.148	6,458
29	0.260	11,323
30	0.251	10,931
31	0.139	6,057
32	0.145	6,325
33	0.145	6,325
34	0.144	6,281
35	0.136	5,920
1X	0.097	4,211
2X	1.888	82,230
3X	22.830	994,468

Block H Total Area

Area (AC)	Area (SF)
30.224	1,316,567

Block I - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.139	6,038
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.136	5,926
13	0.138	6,030
14	0.138	6,030
15	0.138	6,029
16	0.138	6,029
17	0.138	6,029
18	0.138	6,029
19	0.138	6,029
20	0.138	6,029

Block I - Lot Areas

Lot	Area (AC)	Area (SF)
21	0.138	6,030
22	0.138	6,030
23	0.167	7,277
24	0.159	6,917
25	0.139	6,072
26	0.139	6,036
27	0.139	6,036
28	0.139	6,036
29	0.139	6,036
30	0.139	6,036
31	0.139	6,036
32	0.139	6,036
33	0.139	6,036
34	0.136	5,929
35	0.132	5,750
36	0.132	5,750
37	0.132	5,750
38	0.132	5,750
39	0.132	5,750
40	0.132	5,750

Block I - Lot Areas

Lot	Area (AC)	Area (SF)
41	0.132	5,750
42	0.132	5,750
43	0.132	5,750
44	0.139	6,038
45	0.164	7,130

Block I Total Area

Area (AC)	Area (SF)
6.211	270,537

Block J - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.162	7,057
11	0.162	7,057
12	0.132	5,750
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.164	7,130

Block J Total Area

Area (AC)	Area (SF)
2.763	120,374

Block K - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.172	7,475
2	0.145	6,325
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.132	5,750
13	0.132	5,750
14	0.145	6,325
15	0.172	7,475
1X	0.126	5,481

Block K Total Area

Area (AC)	Area (SF)
2.211	96,331

Block L - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.139	6,051
13	0.141	6,141
14	0.141	6,139
15	0.141	6,139
16	0.141	6,140
17	0.141	6,142
18	0.173	7,553
19	0.172	7,495
20	0.141	6,132

Block L - Lot Areas

Lot	Area (AC)	Area (SF)
21	0.141	6,132
22	0.141	6,132
23	0.141	6,132
24	0.140	6,081
25	0.132	5,750
26	0.132	5,750
27	0.132	5,750
28	0.132	5,750
29	0.132	5,750
30	0.132	5,750
31	0.132	5,750
32	0.132	5,750
33	0.132	5,750
34	0.132	5,750
35	0.164	7,130

Block L Total Area

Area (AC)	Area (SF)
4.859	211,670

Block M - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.132	5,750
12	0.160	6,952
13	0.169	7,346
14	0.168	7,302
15	0.188	8,193
16	0.197	8,601
17	0.174	7,559
18	0.163	7,092
19	0.132	5,750
20	0.132	5,750

Block M - Lot Areas

Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.132	5,750
23	0.132	5,750
24	0.132	5,750
25	0.132	5,750
26	0.132	5,750
27	0.132	5,750
28	0.132	5,750
29	0.164	7,130

Block M Total Area

Area (AC)	Area (SF)
4.185	182,305

Block N - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.164	7,130
2	0.132	5,750
3	0.132	5,750
4	0.137	5,980
5	0.145	6,325
6	0.145	6,325
7	0.145	6,325
8	0.145	6,325
9	0.145	6,325
10	0.145	6,325
11	0.172	7,489
12	0.224	9,773
13	0.230	10,031
14	0.163	7,092
15	0.145	6,325
16	0.145	6,325
17	0.145	6,325
18	0.145	6,325
19	0.145	6,325
20	0.137	5,980

Block N - Lot Areas

Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.132	5,750
23	0.164	7,130

Block N Total Area

Area (AC)	Area (SF)
3.517	153,180

Block O - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.181	7,897
12	0.162	7,043
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block O - Lot Areas

Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.161	7,015

Block O Total Area

Area (AC)	Area (SF)
3.041	132,471

Block P - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.161	7,015
12	0.161	7,015
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block P - Lot Areas

Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.161	7,015

Block P Total Area

Area (AC)	Area (SF)
3.020	131,560

Block Q - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.161	7,015
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,750
9	0.132	5,750
10	0.132	5,750
11	0.161	7,015
12	0.158	6,881
13	0.132	5,750
14	0.132	5,750
15	0.132	5,750
16	0.132	5,750
17	0.132	5,750
18	0.132	5,750
19	0.132	5,750
20	0.132	5,750

Block Q - Lot Areas

Lot	Area (AC)	Area (SF)
21	0.132	5,750
22	0.158	6,881

Block Q Total Area

Area (AC)	Area (SF)
3.014	131,292

Block R - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.132	5,751
2	0.132	5,750
3	0.132	5,750
4	0.132	5,750
5	0.132	5,750
6	0.132	5,750
7	0.132	5,750
8	0.132	5,729
9	0.159	6,915
10	0.404	17,594
11	0.192	8,351
12	0.143	6,247
13	0.143	6,243
14	0.143	6,238
15	0.143	6,234
16	0.143	6,230
17	0.143	6,225
18	0.143	6,221
19	0.143	6,217
20	0.143	6,212

Block R - Lot Areas

Lot	Area (AC)	Area (SF)
21	0.143	6,208
22	0.142	6,204
23	0.142	6,199
24	0.142	6,195
25	0.142	6,191
26	0.142	6,186
27	0.142	6,182
28	0.142	6,178
29	0.142	6,173
30	0.142	6,169
31	0.137	5,959
32	0.132	5,750
33	0.132	5,750
34	0.132	5,750
35	0.132	5,750
36	0.132	5,750
37	0.172	7,475
1X	0.062	2,720
2X	9.932	432,656

Block R Total Area

Area (AC)	Area (SF)
15.481	674,354

Block S - Lot Areas

Lot	Area (AC)	Area (SF)
1	0.133	5,802
2	0.133	5,800
3	0.133	5,800
4	0.133	5,800
5	0.133	5,800
6	0.133	5,800
7	0.140	6,112
8	0.150	6,527
1X	33.733	1,469,430

Block S Total Area

Area (AC)	Area (SF)
34.830	1,517,179

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

PRELIMINARY PLAT
DUCK POINT
159.939 ACRES
452 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS

LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X, 3X (CITY PARK) & 1-35, BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X, 2X (CITY PARK) & 1-37, BLOCK R; LOTS 1X (CITY PARK) & 1-8, BLOCK S;

SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com

RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS

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OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, MM Aubrey 160, LLC, is the owner of that certain tract of land situated in Denton County, Texas, being a part of the Frederick H. Pollard Survey, Abstract No. 995, being all of a called 159.941 acre tract of land described in a Deed to MM Aubrey 160 LLC., as recorded in Document No. 2021-180618, Official Public Records, Denton County, Texas (OPRDCT) and being more particularly described as follows:

BEGINNING at the northeast corner of said 159.939 acre tract and the southeast corner of a called 394.474 acre tract of land described in deed to A1719, LLC, recorded in Instrument No. 2020-28892 OPRDCT, also being located in the west right-of-way line of Farm-To-Market road No. 1385

THENCE along the east line of said 159.939 acre tract and the west line of Farm-To-Market Road No. 1385 (a variable width right-of-way), the following courses:

South 01 degrees 32 minutes 48 seconds West, a distance of 1,347.00 feet to a 5/8 inch iron rod found for corner;

South 12 degrees 36 minutes 53 seconds West, a distance of 79.08 feet to 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for corner;

South 01 degrees 54 minutes 34 seconds West, a distance of 400.92 feet to 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for the southeast corner of said 159.939 acre tract and the northeast corner of a called 2,439.8661 acre tract of land described in deed to Sandbrock Investments, Inc., as recorded in Document No. 2004-1916, OPRDCT;

THENCE along the south line of said 159.939 acre tract and 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:

North 08 degrees 45 minutes 12 seconds West, a distance of 370.10 feet to a point for corner;
North 37 degrees 31 minutes 12 seconds West, a distance of 137.20 feet to a point for corner;
South 68 degrees 51 minutes 48 seconds West, a distance of 73.30 feet to a point for corner;
North 62 degrees 27 minutes 12 seconds West, a distance of 161.60 feet to a point for corner;
South 59 degrees 14 minutes 48 seconds West, a distance of 323.90 feet to a point for corner;
South 69 degrees 22 minutes 48 seconds West, a distance of 108.90 feet to a point for corner;
South 38 degrees 01 minutes 48 seconds West, a distance of 202.00 feet to a point for corner;
South 20 degrees 08 minutes 48 seconds West, a distance of 285.40 feet to a point for corner;
South 64 degrees 05 minutes 48 seconds West, a distance of 120.20 feet to a point for corner;
South 08 degrees 20 minutes 48 seconds West, a distance of 301.10 feet to a point for corner;
North 89 degrees 39 minutes 12 seconds West, a distance of 546.80 feet to a point for corner;
North 86 degrees 27 minutes 12 seconds West, a distance of 420.85 feet to a point for corner;
South 47 degrees 16 minutes 48 seconds West, a distance of 49.31 feet to a point for corner;
South 24 degrees 49 minutes 12 seconds East, a distance of 306.70 feet to a point for corner;
South 06 degrees 20 minutes 48 seconds West, a distance of 308.30 feet to a point for corner;
South 11 degrees 18 minutes 12 seconds East, a distance of 161.25 feet to a point for corner;
South 31 degrees 19 minutes 12 seconds East, a distance of 240.90 feet to a point for corner;
North 86 degrees 42 minutes 12 seconds West, a distance of 1,094.70 feet to a point for corner;

South 80 degrees 54 minutes 48 seconds West, a distance of 242.04 feet to a 5/8 inch iron with plastic cap stamped "BOHLER" found for corner, said point being the southeast corner of a called 80.612 acre tract described in deed to Dosti Partners, LLC, recorded in Instrument No. 2021-180838 OPRDCT and being the southwest corner of said 159.939 acre tract;

THENCE North 08 degrees 59 minutes 13 seconds East, with the common line of said 80.612 acre tract and 159.939 acre tract, a distance of 3369.03 feet to a 5/8 inch iron with plastic cap stamped "BOHLER" found for corner, said point being the northwest corner of said 159.939 acre tract

THENCE South 87 degrees 33 minutes 12 seconds East, a distance of 2,733.00 feet along the north line of said 159.939 acre tract of land and the south line of said 394.474 acre tract to the **POINT OF BEGINNING** and containing 159.939 acres of land.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, MM Aubrey 160, LLC, acting herein by and through its duly authorized officers, do hereby adopt this plat designating the hereinabove described property as **DUCK POINT**, an addition to Denton County, Texas, and do hereby dedicate to the City of Aubrey, in fee simple, the streets and public use areas shown hereon, and do hereby dedicate the easements shown hereon for the purposes indicated to the exclusive use forever of the City of Aubrey, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements on said plat. At the discretion of the City of Aubrey and subject to it's written approval, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the City of Aubrey use thereof. Any public utility given the right by the City of Aubrey to use said easements shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements. Any public utility shall at all times have the right of ingress and egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular the above described streets, easements and rights unto the City of Aubrey against every person whomsoever comes lawfully claiming or to claim the same or any part thereof. This property is located within the The City of Aubrey Extra-Territorial Jurisdiction. This plat approval is subject to all the platting ordinances, rules and regulations of City of Aubrey, Denton County, Texas.

WITNESS MY HAND THIS ___ DAY 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 Moayedi
Its: Manager

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MEHRDAD MOAYEDI, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ___ DAY OF __________ 2024.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: ____________________

OWNERS CERTIFICATE NOT REQUIRED ON PRELIINARY PLAT.
https://ecode360.com/40430673

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, ADAM T. JOHNSON, a registered professional land surveyor, do hereby certify that this plat was prepared and the field notes made a part hereof from an actual and accurate survey of the land and that the corner monuments shown hereon were found or properly placed under my personal supervision in accordance with Collin County, Texas subdivision regulations.

DATED THIS THE _____ DAY OF ____________________, 2024.

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

ADAM T. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6664

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a notary public in and for The State of Texas, on this day personally appeared ADAM T. JOHNSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

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

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: ____________________

APPROVED AND ACCEPTED:

____
MAYOR
CITY OF AUBREY, TEXAS

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF AUBREY, TEXAS HEREBY CERTIFIES THAT THE FOREGOING PRELIMINARY PLAT OF DUCK POINT, AN ADDITION TO DENTON COUNTY, TEXAS, IS HEREBY APPROVED BY THE CITY OF AUBREY THIS ___ DAY OF ______, 2024, AND THE CITY OF AUBREY DOES HEREBY ACCEPT SAID PRELIMINARY PLAT, AND THAT THE CITY OF AUBREY FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING THEIR NAME AS HEREIN ABOVE SUBSCRIBED.

ATTEST THIS ___ DAY OF _______ 2024.

____
CITY SECRETARY
CITY OF AUBREY, TEXAS

PRELIMINARY

CERTIFICATE OF PRELIMINARY PLAT APPROVED

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

DISTRICT APPROVAL

THE LAKES FRESH WATER SUPPLY DISTRICT:

____________________ ____________
CHAIRPERSON DATE

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

PRELIMINARY PLAT
DUCK POINT
159.939 ACRES
452 RESIDENTIAL LOTS
8 NON-RESIDENTIAL LOTS
LOTS 1X, 2X & 1-20, BLOCK A; LOTS 1X, & 1-15, BLOCK B; LOTS 1-20, BLOCK C; LOTS 1-20, BLOCK D; LOTS 1-22, BLOCK E; LOTS 1-24, BLOCK F; LOTS 1-18, BLOCK G; LOTS 1X, 2X, 3X (CITY PARK) & 1-35, BLOCK H; LOTS 1-45, BLOCK I; LOTS 1-20, BLOCK J; LOTS 1X & 1-15, BLOCK K; LOTS 1-35, BLOCK L; LOTS 1-29, BLOCK M; LOTS 1-23, BLOCK N; LOTS 1-22, BLOCK O; LOTS 1-22, BLOCK P; LOTS 1-22, BLOCK Q; LOTS 1X, 2X (CITY PARK) & 1-37, BLOCK R; LOTS 1X (CITY PARK) & 1-8, BLOCK S;
SITUATED IN THE
FREDRICK H. POLLARD SURVEY,
ABSTRACT NO. 995
CITY OF AUBREY,
DENTON COUNTY, TEXAS

OWNER: MM AUBREY 160, LLC
CONTACT: MEHRDAD MOAYEDI
1800 VALLEY VIEW LANE, STE. 300
FARMERS BRANCH, TX 75234
PHONE: (469)892-7200
EMAIL: jack@centurionamerican.com
RPLS OF RECORD: ADAM T. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6664
AJohnson@Barraza-Group.com

BARRAZA
CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2021003
DATE OCTOBER 2024

TECH=BAS

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CITY OF AUBREY

ORDINANCE NUMBER 862-24

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING EXHIBIT 14A, "ZONING ORDINANCE," IN CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING FROM UNZONED TO PLANNED DEVELOPMENT DISTRICT WITH A BASE ZONING DISTRICT OF SF-75 - SINGLE FAMILY RESIDENTIAL USES ("PD-862-24") AS THE ZONING CLASSIFICATION FOR APPROXIMATELY 159.941 ACRES OF LAND, GENERALLY LOCATED WEST OF FM 1385 AND SOUTH OF FM 428, BEING SITUATED IN THE FREDERICK H. POLLARD SURVEY, ABSTRACT NO. 995, CITY OF AUBREY, DENTON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A"; PROVIDING DEVELOPMENT REQUIREMENTS, ATTACHED HERETO AS EXHIBIT "B"; PROVIDING A CONCEPT PLAN, OPEN SPACE PLAN, AND A SCREENING PLAN ATTACHED HERETO AS EXHIBIT "C"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING FOR AMENDING OFFICIAL ZONING MAP; PROVIDING FOR A MAXIMUM PENALTY OF TWO THOUSAND DOLLARS ($2,000.00), FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY OR PART OF A DAY DURING ON OR WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Aubrey, Texas (hereinafter referred to as "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City (the "City Council"), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the City Council adopted Exhibit 14A in Chapter 14 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, the property owners own a 159.941-acre tract of land, generally located west of FM 1385 and south of FM 428, and situated in the Frederick H. Pollard Survey, Abstract No. 995, legally described and depicted in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, approximately 159.941 acres of the Property was recently annexed into the City boundaries and is currently unzoned; and

WHEREAS, the City received a request from the property owner to change the zoning the Property to Planned Development District with single family residential and commercial uses ("PD-862-24"); and

WHEREAS, the Development Regulations as set forth in **Exhibit B** and the "Concept Plan, Open Space Plan and Screening Plan", as set forth in **Exhibit C,** each of which are attached hereto and incorporated herein, define the land uses and establish the required standards for the development of the Property; and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the "Planning and Zoning Commission") has recommended to the City Council to approve establishing the zoning classification on the Property and to amend the official zoning map of the City (the "Zoning Map") to reflect the Planned Development District; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which it considered comments from the public, the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the requested zoning accomplishes such objectives; and

WHEREAS, the Zoning Ordinance incorporates design standards and building materials standards that are differentially applicable to residential structures and non-residential buildings; and

WHEREAS, such standards substantially further the preservation of property values and the promotion of economic development within the City; and

WHEREAS, such standards also establish the character of community development and embody architecturally and, in some contexts, culturally significant features of continuing duration; and

WHEREAS, the Zoning Ordinance also provides for planned development districts, which enable departures from traditional zoning district standards in recognition of the unique character of a development project; and

WHEREAS, the City's policy in creating a planned development district is to incorporate and enhance to the fullest extent feasible the design and building materials standards that are integral to the City's zoning regulations in all planned development districts; and

WHEREAS, the City Council finds and determines that the incorporation of such standards lends long-term viability to the planned development project; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. ZONING AMENDMENT. The Zoning Ordinance of the City is amended to change the zoning of the Property from unzoned to Planned Development District with SF75 - Single Family Residential District ("PD-862-24") as the zoning classification, subject to the following regulations, which exhibits are incorporated as if fully set forth herein, and all applicable City ordinances and regulations governing, except as may be modified by this Ordinance:

Exhibit B: Development Regulations

Exhibit C: Concept Plan, Open Space Plan, and Screening Plan

SECTION 3. ZONING MAP. The official zoning map of the City shall be amended to reflect the change in zoning for the Property as described herein.

SECTION 4. COMPLIANCE REQUIRED. The Property shall be used and developed only in the manner and for the purposes provided for in this Ordinance and the Zoning Ordinance of the City, as amended.

SECTION 5. PENALTY. Any person who violates of any provision this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars ($2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. CUMULATIVE REPEALER/SAVINGS. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 7. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 8. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE. This Ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS ON THIS 25TH DAY OF JULY, 2024.

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

CITY OF AUBREY OFFICIAL SEAL AUBREY, TEXAS

APPROVED AS TO FORM:

Patricia A. Adams
City Attorney

EXHIBIT A
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 A
PROPERTY DEPICTION

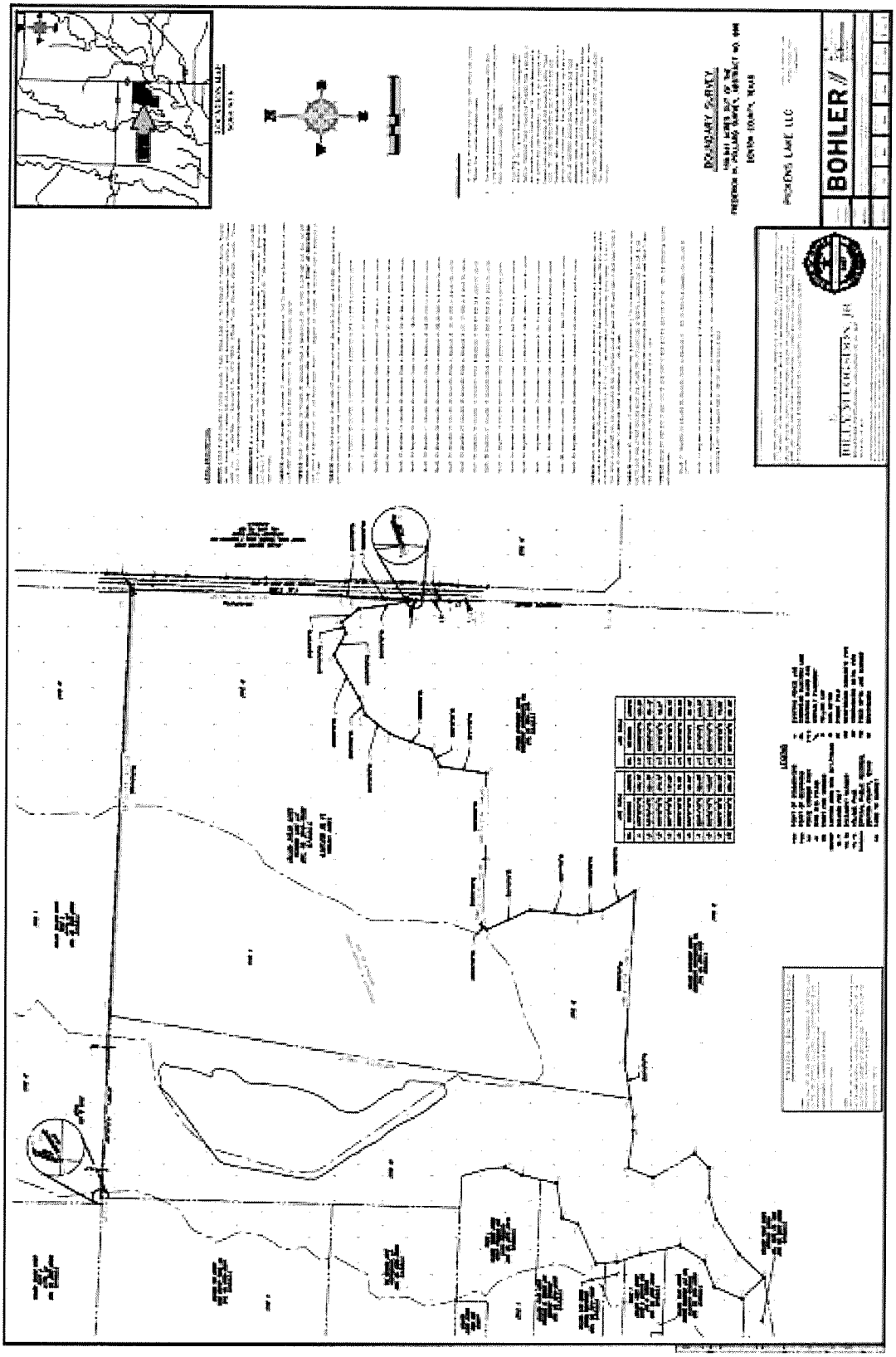


EXHIBIT B
DEVELOPMENT REGULATIONS

The proposed land uses will be those outlined in the SF75 – Single Family Residential Zoning 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
6. Temporary construction yards
7. Temporary concrete washouts (only when properly constructed and maintained)

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

Regulation	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	1,200
Maximum lot coverage	53%

*Minimum lot width to be measured along the building line

MASONRY REQUIREMENTS

Exterior Wall Masonry. All exterior walls, excluding doors, windows, and window units, shall be compromised 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 Parks 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 C.

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 C.

(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, 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, dedicate such floodplain or floodway. Any floodplain or floodway dedications 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 Screening Plan set forth in Exhibit C. 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.

EXHIBIT C
CONCEPT PLAN

EXHIBIT C
OPEN SPACE PLAN

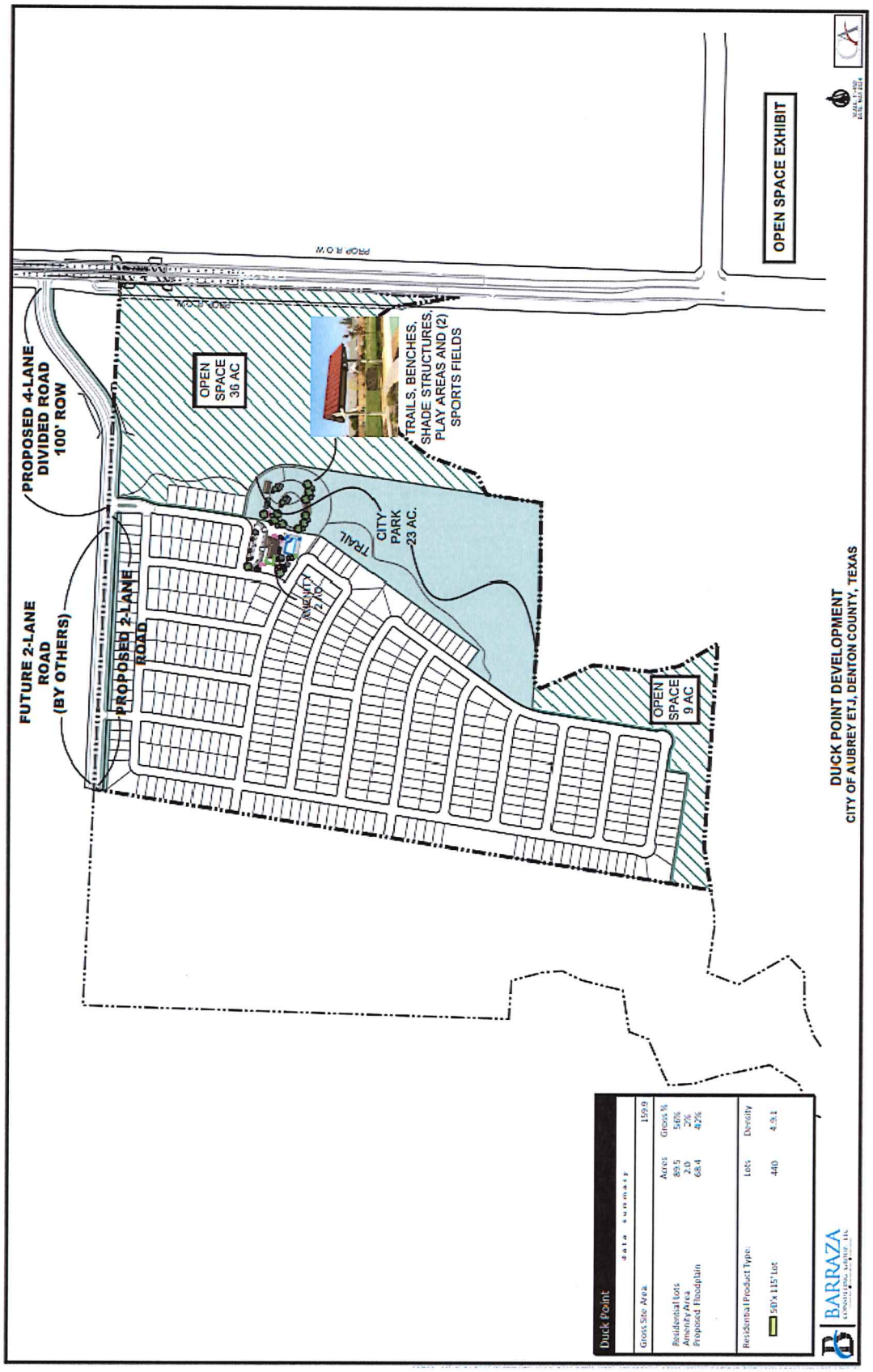
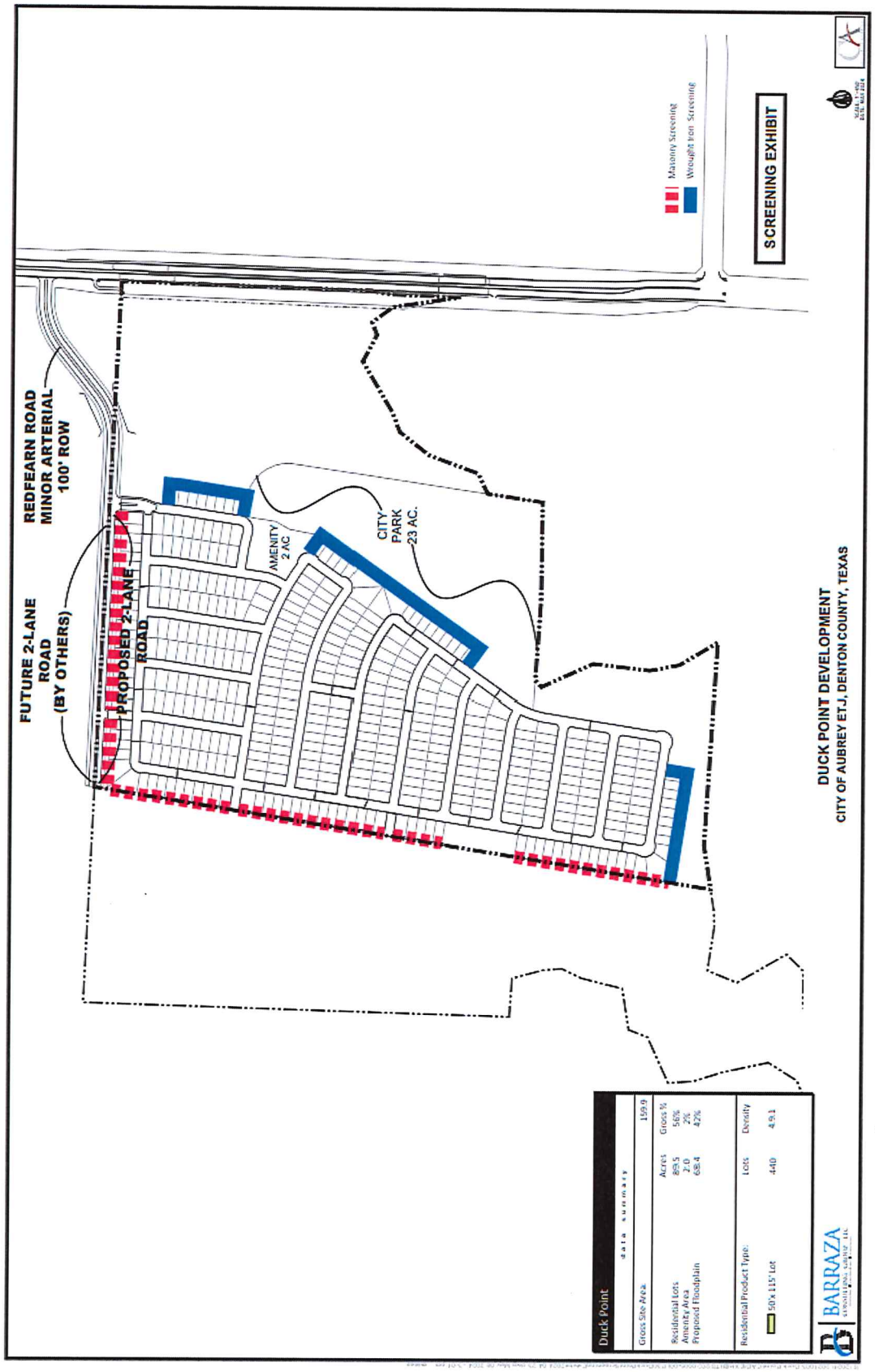


EXHIBIT C
SCREENING PLAN



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:

Total Amount of Authorized Improvement Costs of the PID Phase being financed by Bond Proceeds
- PID Bond Proceeds deposited to Project Fund
- Verified and approved Developer expenditures of Authorized Improvement Costs for the PID Phase
= Total amount of Deficit

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 withthis 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 <u>INDEMNIFICATION AND HOLD HARMLESS</u>. **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, GRANTEES, 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 is 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 §
§
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

JENNIFER HICKS
Notary Public, State of Texas
Comm. Expires 07-05-2028
Notary ID 129043943

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

MATTHEW DAWSON
Notary ID #133843590
My Commission Expires
July 5, 2026

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.

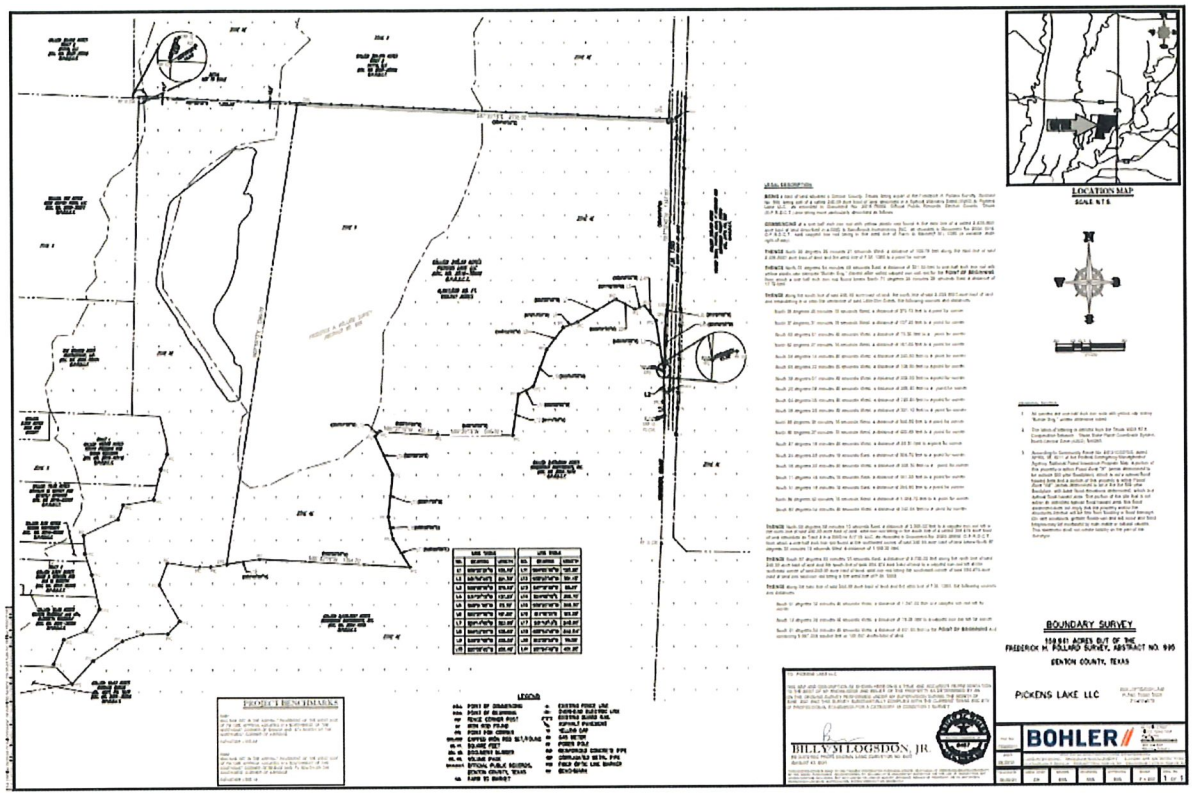

LOCATION MAP
BOUNDARY SURVEY
PICKENS LAKE LLC
BOHLER
BILLY M LOGSDON, JR.
PROJECT BENCHMARKS
LEGEND

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:	

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

Direct Phase Costs			TOTAL	
	Lot Count		440	Notes
1 Grading & Site Preparation		$	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			TOTAL	
	Lot Count		440	Notes
1 Grading & Site Preparation		$	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			TOTAL	
	Lot Count		440	Notes
1 Grading Improvements		$	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		*$*	***32,708,273***	
per lot		*$*	***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 OI BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITY TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MAI

2/22/2024

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

1 of 4

EXHIBIT C
Concept Plan

EXHIBIT C-1
Water and Wastewater Improvements

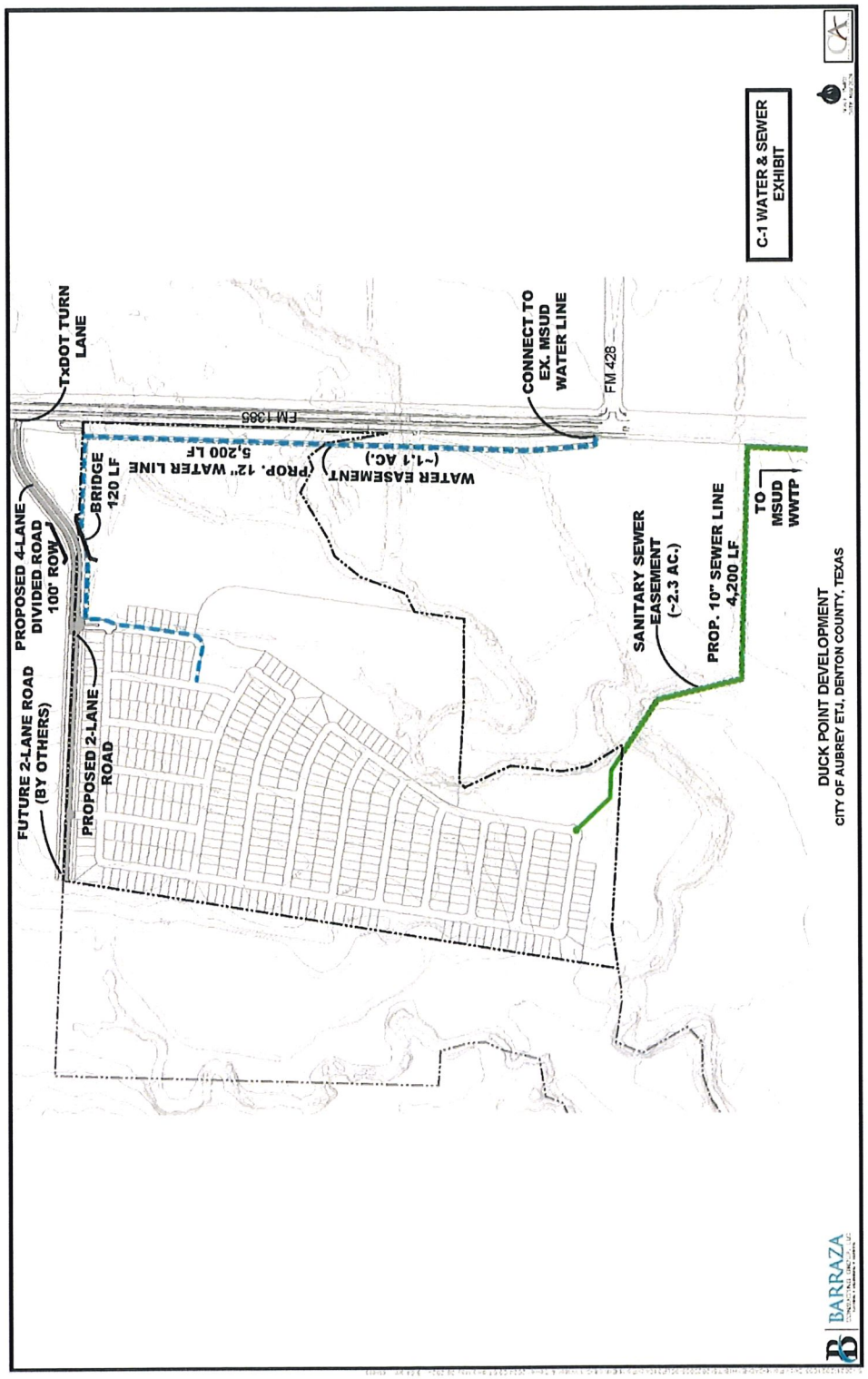


EXHIBIT C-2
Roadway Improvements

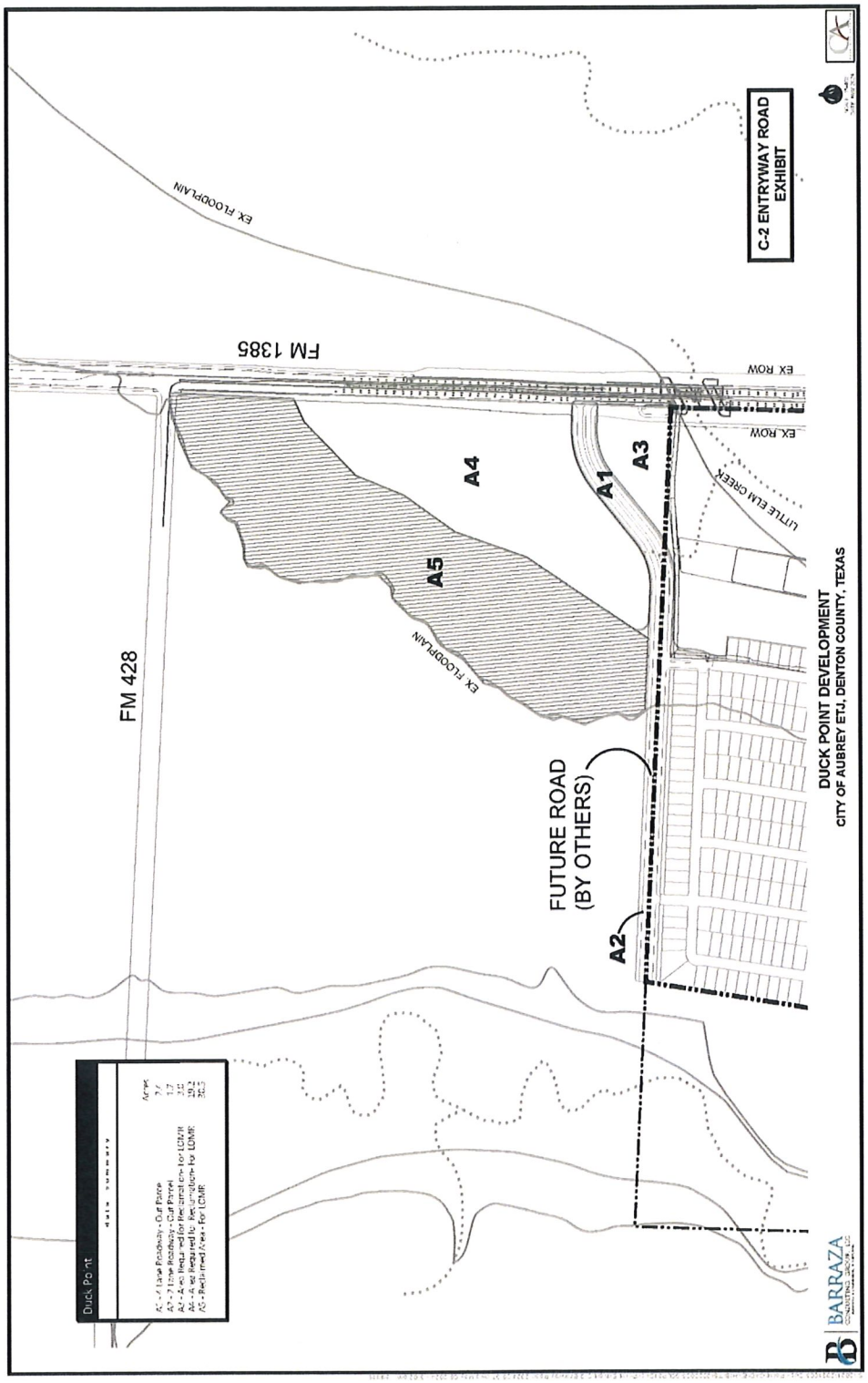


EXHIBIT C-3
Open Space Plan

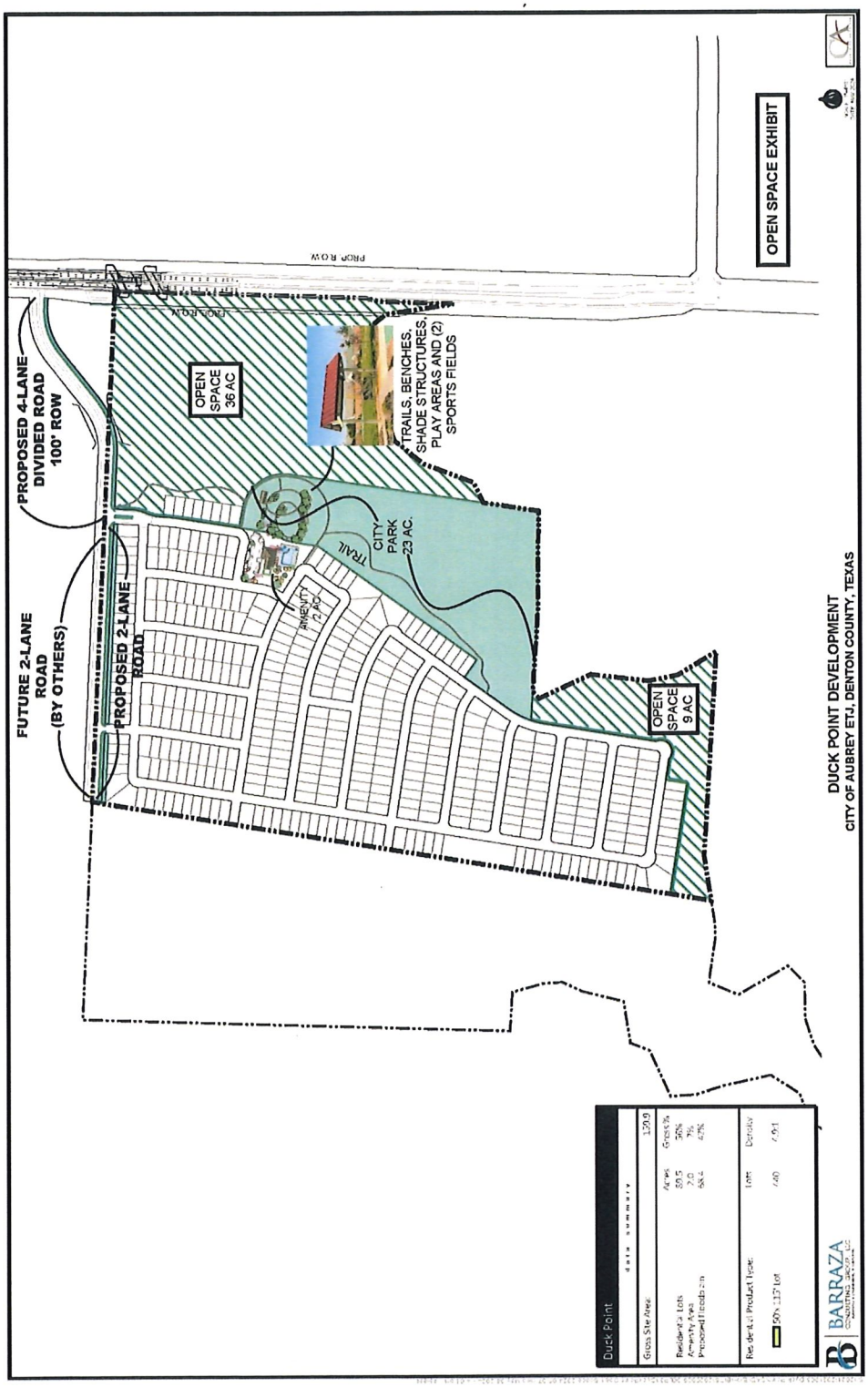


EXHIBIT C-4
Screening Plan

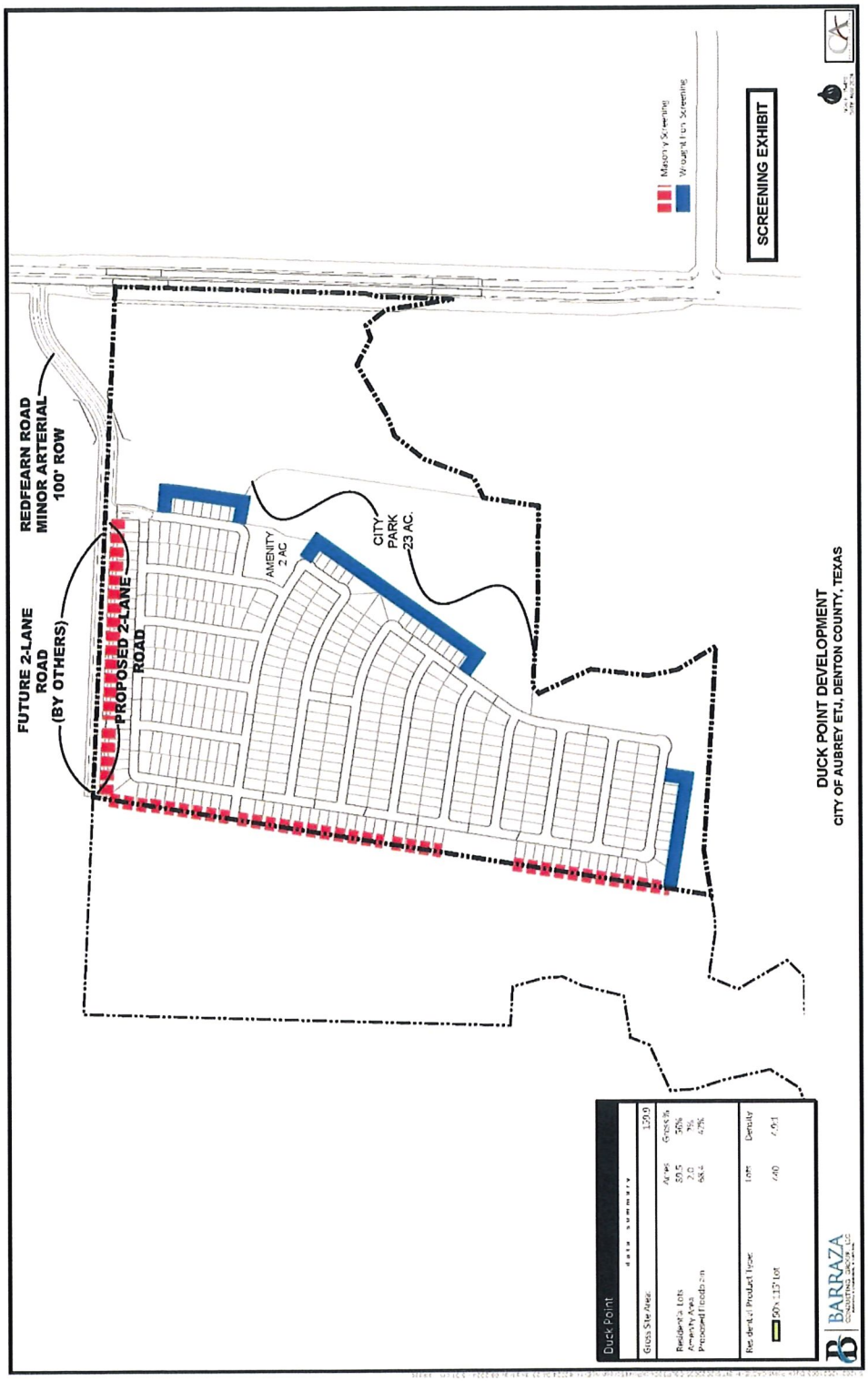


EXHIBIT D
Development Regulations

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 compromised 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 Moayedi
Its: Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2024 by Mehrdad Moayedi, 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 Moayedi
Its: Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2024 by Mehrdad Moayedi, 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
Staff Report
November 14, 2024

Agenda Item
Consider and make a recommendation to City Council regarding a Site Plan Application for a pole sign for Prator Addition, Block A, Lot 3, City of Aubrey, Denton County, Texas. (*Mr. Green's Car Wash*)

Staff Contact
Helen-Eve Beadle, Planner
heleneve@heplanningdesign.com
469-360-6618

Summary
Owner/Applicant: CGW Group, LLC/Steve Coomes
Existing Zoning: C-Commercial District

The pole sign for Mr. Green's Car Wash was removed with TXDOT's acquisition of right-of-way for roadway expansion of US Hwy. 377. The applicant has submitted an application for a new pole sign on the property through the Site Plan application process.

Pole signs are prohibited in the Sign Regulations of the City of Aubrey Zoning Ordinance. However, the City Council may permit a Class 5 Pole Sign when the applicant demonstrates certain conditions are met. The application submitted categorizes this sign through Option 1 and the conditions are outlined below.
Option 1:
Along U.S. Highway 377 frontage, the Planning and Zoning Commission, in conjunction with the review of a Site Plan application, may recommend to the City Council allow a Class 5 Pole Sign to be erected, with the following requirements:

- The proposed Pole Sign would not interfere with the use of existing Pole Signs;
- The proposed Pole Sign would be the only Pole Sign erected on the site;
- The proposed Pole Sign is greater than 100-feet from existing Pole Signs;
- The proposed Pole Sign would not constitute a danger to public health or safety;
- and, the proposed Pole would otherwise be allowed in the applicable zoning classification/district under Article III of this Code.

Option 2 is not applicable in this case because the finished floor elevation of the main building is not four (4) feet lower than the main travel lanes of US 377.

Proposed Site Plan for a Pole Sign Application:

Requirement	**ROW Width**	**Proposed Sign**
	100-250 foot ROW (US 377)	Complies
Max. Copy Area (SF per side)	80 Square Feet	67 Square Feet
Setback from adjacent property line	15 Feet	±31 Feet to north property line ±65 Feet to south property line
Maximum Height	24 Feet	20 Feet

The proposed sign includes a 3-foot masonry wainscot (masonry along base of structure) similar to the car wash building. The last pole sign that was reviewed by the Planning & Zoning Commission and City Council was approved with the masonry product matching the main structure covering the pole up to the bottom of the lower sign cabinet. Staff is recommending consistency with the previous pole sign approval and requiring the masonry product to the bottom of the lower sign cabinet. The applicant has agreed to relocate or replace the existing tree that is in the location of the proposed sign.

Should the Planning & Zoning Commission recommend the pole sign to City Council for approval, staff is proposing the following conditions:

1. The masonry product matching the materials on the main structure shall cover the pole base up to the bottom of the lower sign cabinet; and
2. The existing tree that is in the location of the proposed sign shall be relocated or replaced on site.

Additionally, the Planning & Zoning Commission and City Council may require additional conditions in granting the permit for a pole sign.

Attachments:

1. Sign Elevations and Specifications
2. Site Plan for Pole Sign
3. Mr. Green's Car Wash Original Sign Conditions

Financial Summary
NA

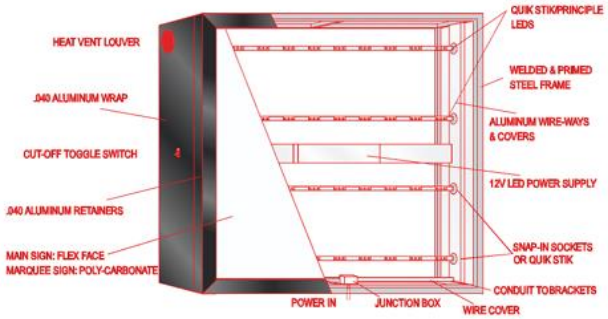
Staff Recommended Action
Approve with Conditions

Staff Recommended Motion The Planning & Zoning Commission may:

1. Recommend the Site Plan for a pole sign to City Council for approval subject to the conditions outlined in this report;
2. Recommend the Site Plan for a pole sign to City Council for approval subject to additional conditions; or
3. Recommend the Site Plan for a pole sign to City Council for denial.

TOP ID COPY = 49 SQ FT.
BOTTOM COPY = 18 SQ FT.
TOTAL COPY AREA = 67 SQ FT.

DOUBLE SIDED POLE SIGN CABINETS



(1) REQUIRED

SCOPE OF WORK:
MANUFACTURE AND INSTALL (1) NEW D/F ILLUMINATED POLE SIGN.

TOP CABINET:
- ALL ALUM. CONSTRUCTION WITH WHITE FLEX FACES WITH ORACAL TRANSL. VINYL OVERLAYS.
- CABINET & RETAINERS PAINTED BLACK.
- 6500K WHITE 12V LED QUICK STICK ILLUMINATION W/ PWR SUPPLIES

BOTTOM CABINET:
- ALL ALUM. CONSTRUCTION WITH 1/8" WHITE ACRYLIC FACES WITH MATTE BLACK VINYL OVERLAYS.
- CABINET & RETAINERS PAINTED BLACK.
- 6500K WHITE 12V LED QUICK STICK ILLUMINATION W/ PWR SUPPLIES

FOUNDATION:
*** DETAILS TO BE CONFIRMED**
- SCHEDULE 40 STEEL POLE.
  * OPTIONAL POLE COVER.
  * OPTIONAL STONE BASE

COLORS:
- BLACK/ORACAL MATTE BLACK
- 7328 WHITE PLEX / WHITE FLEX FACE
- ORACAL 011 PALE BROWN
- ORACAL 053 LIGHT BLUE
- ORACAL 062 LIGHT GREEN/
- SW RWS8-00002 Powder Coat

ELECTRICAL NOTES
Sign Company DOES NOT provide primary electrical to sign.
Power to the sign must be done by a licensed electrical contractor or licensed electrician.
Each sign must have: **1.** A minimum of one dedicated 120V 20A circuit
2. Junction box installed within 6 feet of sign
3. Three wires: Line, Ground, Neutral

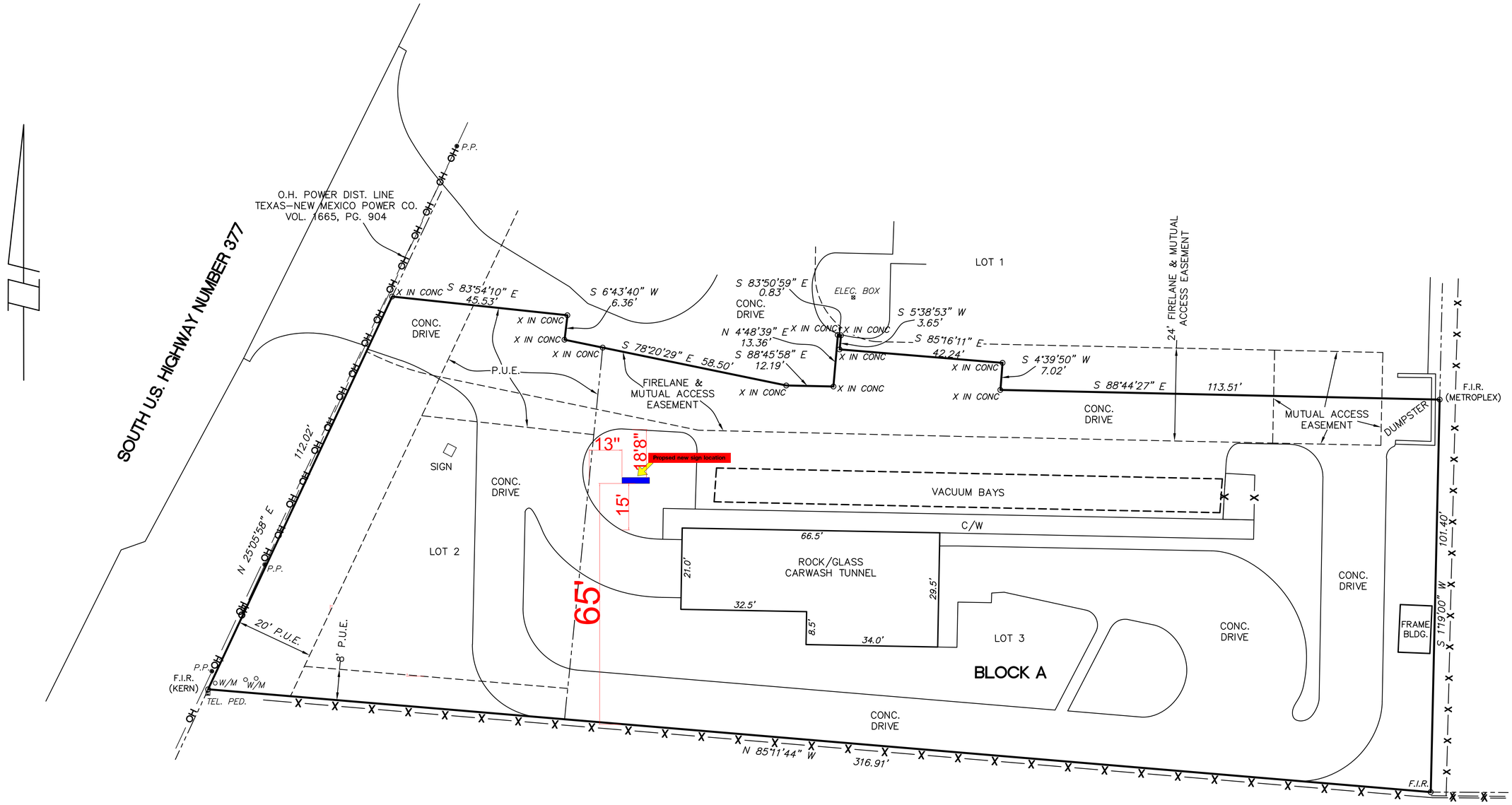
1 pylon sign relocation

SIGN EXCLUSIVE
INDEPENDENT FROM OTHERS

16580 US 380, Suite 703
Krum, TX. 7624
940-783-0721
FUI 98902 TDLR# 19154

JOB DESCRIPTION	pylon sign	DATE	BY	REV
COMPANY OR JOB NAME	schyler signs	08/22/24	AP	
CUSTOMER CONTACT	Erik			
ADDRESS				
PHONE				
EMAIL				
JOB#	230			
SALESMAN	AARON PRACHT			

PAGE 1



THE FOLLOWING EASEMENTS AFFECT SUBJECT, BUT NO PHYSICAL EVIDENCE FOUND IN FIELD:
COMMUNITY PUBLIC SERVICE VOL. 867, PG. 426
COMMUNITY PUBLIC SERVICE VOL. 1046, PG. 550

Being Lots 2 and 3, in Block A, of PRATOR ADDITION, an Addition to the City of Aubrey, Denton County, Texas, according to the Plat thereof recorded in Document Number 2010-39, Plat Records, Denton County, Texas.
(Commonly known as 707 SOUTH U.S. HIGHWAY NUMBER 377)

The plat hereon is a true and accurate representation of the property as determined by survey made on the ground, the lines and dimensions of said property as being indicated on the Plat. The size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of property except as shown, set back from the property lines is as shown, and the nearest street or road is shown. There are no visible encroachments, visible protrusions or apparent easements, except as shown on the Plat. I further certify that no portion of subject property lies within a special flood hazard area according to The FLOOD INSURANCE RATE MAP for Denton County and Incorporated Areas, Map Number 48121CO265G, Dated April 18, 2011. (Subject property lies in Zone X)

STATE OF TEXAS REGISTERED JERALD YENSAN 4561 PROFESSIONAL LAND SURVEYOR

Jerald D. Yensan, Professional Land Surveyor
Texas R.P.L.S. No. 4561

B.L. = BUILDING LINE	CATV = CABLE TV BOX
CC/P = COVERED PATIO/PORCH	C/D = CONCRETE DRIVE
C/O = SANITARY SEWER CLEANOUT	C/P = CONCRETE PATIO/PORCH
C/W = CONCRETE SIDEWALK	D.E. = DRAINAGE EASEMENT
E.B. = ELECTRIC BOX	F.H. = FIRE HYDRANT
F.I.R. = FOUND IRON ROD	FOC = FIBER OPTIC CABLE
GLM = GAS LINE MARKER	L.P. = LIGHT POLE
P.P. = POWER POLE	S.I.R = SET CAPPED 1/2" RPLS 4561 IRON ROD
S.R. = SERVICE POLE	SSMH = SANITARY SEWER MANHOLE
STM MH=STORM SEWER MANHOLE	TEL. PED. = TELEPHONE BOX
W/D = WOOD DECK	W/M = WATER METER
W/V = WATER VALVE	U.E. = UTILITY EASEMENT
FENCE —X—	OVERHEAD POWER LINE —OH—

Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983, as determined from GPS observations.

LANDMARK SURVEYORS, LLC.
TX FIRM REGISTRATION NO. 10098600
4238 I-35 NORTH
DENTON, TEXAS 76207
(940) 382-4016
FAX (940) 387-9784

DRAWN BY: BTH
SCALE: 1"=20'
STEWART TITLE G.F. 360229
DATE: 11 OCTOBER, 2022 JOB NO. 16-04579

GREEN'S
CAR WASH
FREE
VACUUMS
EXIT
Google

Planning and Zoning Commission Meeting
Staff Report
November 14, 2024

Agenda Item
Consider and make a recommendation to the City Council regarding a Final Plat approval of Sandbrock Ranch, Phase 13, containing 282 residential lots, 9 common area lots, and 1 amenity center within 82.756 acres out of the Frederick Pollard Survey, Abstract No. 995 and William Lumpkin Survey, Abstract No. 730 within the City of Aubrey ETJ, Denton County, Texas. (*Horizon / Deer Creek Development Corp. and The Denton County Municipal Utility District No. 6*)

Staff Contact
Cate Ball, Planner
cball@plummer.com
817-806-1700

Summary
Owner: Horizon / Deer Creek Development Corporation
Engineer: Brittany Crenshaw / JBI Partners, Inc.
Location: South of Spring Hill Rd / FM 428; north of US 380; east of FM 2931; & west of FM 1385
Zoning: None
Future Land Use Plan: The property is located in the City's ETJ and has an approved Development Agreement for single-family residential uses. Estate Neighborhood and Floodplain & Open Space
Current Use: Undeveloped land. Under development for single-family use.

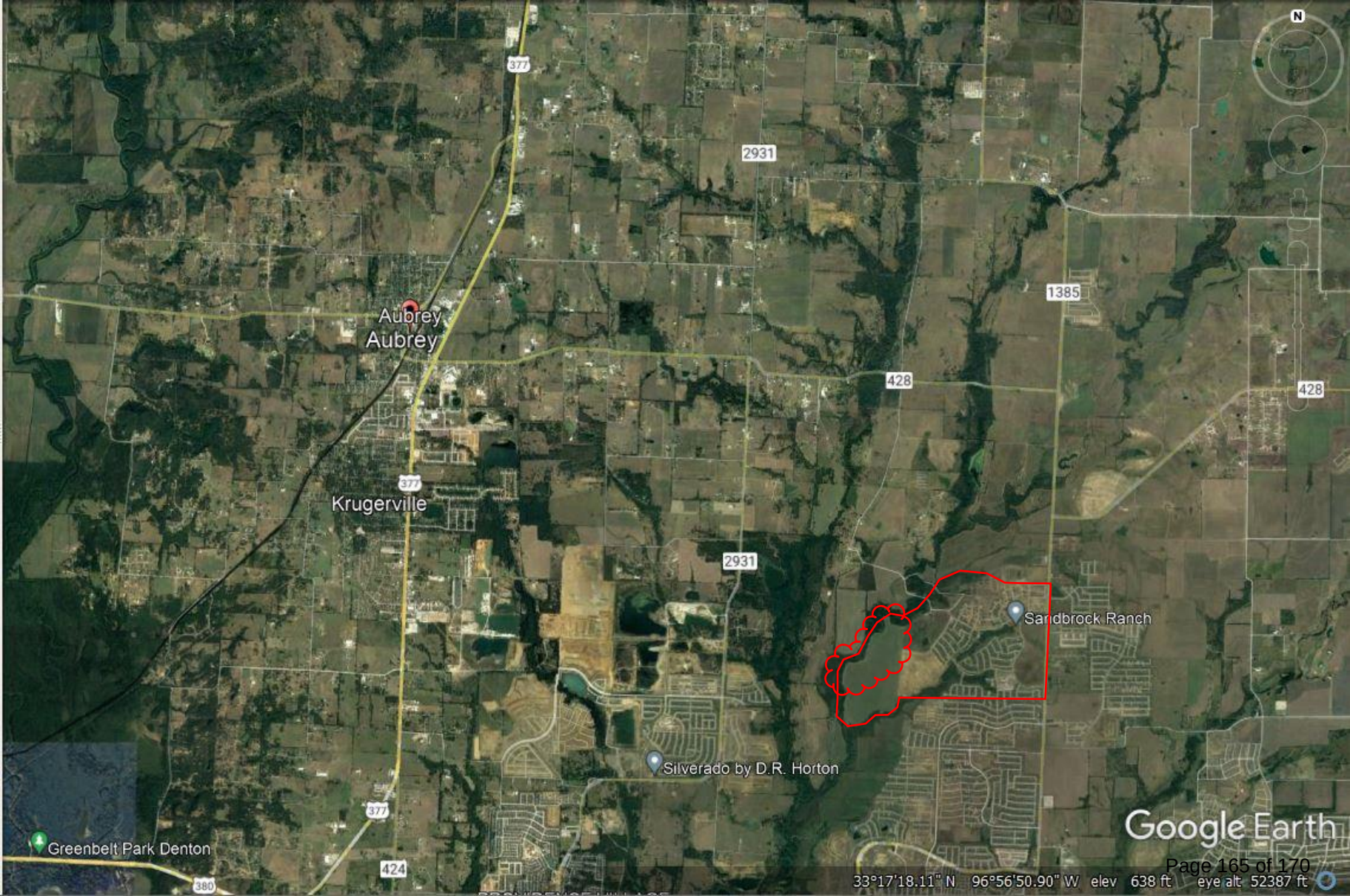
Analysis: The applicant has provided all required final plat application information. The layout of the final plat is consistent with the previously approved preliminary plat. Lot widths, depths, and areas are also consistent with the requirements of the development agreement approved by City Council in 2004. The final plat encompass 82.756 acres and creates 282 SF lots, 9 common area lots, and 1 amenity center lot.

The property will be served by: Mustang SUD; AT&T, and CoServ. Staff has received approved construction plans signed by Mustang SUD, and reviewed by the City Engineer. All infrastructure has been installed and accepted by the District.

Financial Summary
NA

Staff Recommended Action
Approve

Staff Recommended Motion
Motion to approve the Final Plat.


377
2931
1385
Aubrey
Aubrey
428
428
377
Krugerville
2931
Sandbrock Ranch
Silverado by D.R. Horton
377
Greenbelt Park Denton
424
380
Google Earth
33°17'18.11" N 96°56'50.90" W elev 638 ft eye alt 52387 ft

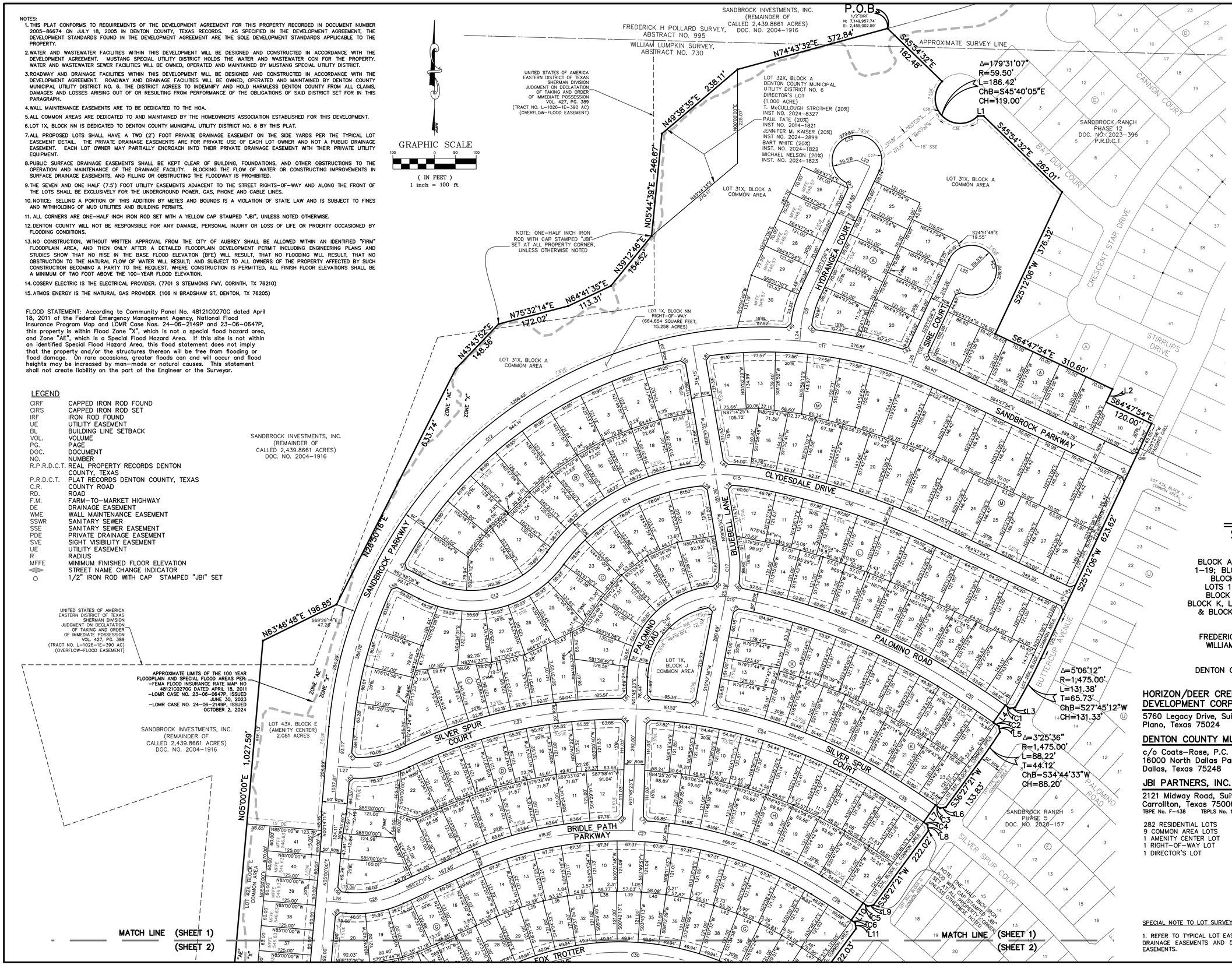
NOTES:

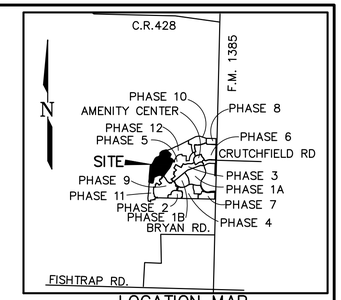
1. THIS PLAT CONFORMS TO REQUIREMENTS OF THE DEVELOPMENT AGREEMENT FOR THIS PROPERTY RECORDED IN DOCUMENT NUMBER 2005–86674 ON JULY 18, 2005 IN DENTON COUNTY, TEXAS RECORDS. AS SPECIFIED IN THE DEVELOPMENT AGREEMENT, THE DEVELOPMENT STANDARDS FOUND IN THE DEVELOPMENT AGREEMENT ARE THE SOLE DEVELOPMENT STANDARDS APPLICABLE TO THE PROPERTY.
2. WATER AND WASTEWATER FACILITIES WITHIN THIS DEVELOPMENT WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT. MUSTANG SPECIAL UTILITY DISTRICT HOLDS THE WATER AND WASTEWATER CCN FOR THE PROPERTY. WATER AND WASTEWATER SEWER FACILITIES WILL BE OWNED, OPERATED AND MAINTAINED BY MUSTANG SPECIAL UTILITY DISTRICT.
3. ROADWAY AND DRAINAGE FACILITIES WITHIN THIS DEVELOPMENT WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT. ROADWAY AND DRAINAGE FACILITIES WILL BE OWNED, OPERATED AND MAINTAINED BY DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 6. THE DISTRICT AGREES TO INDEMNIFY AND HOLD HARMLESS DENTON COUNTY FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID DISTRICT SET FOR IN THIS PARAGRAPH.
4. WALL MAINTENANCE EASEMENTS ARE TO BE DEDICATED TO THE HOA.
5. ALL COMMON AREAS ARE DEDICATED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION ESTABLISHED FOR THIS DEVELOPMENT.
6. LOT 1X, BLOCK NN IS DEDICATED TO DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 6 BY THIS PLAT.
7. ALL PROPOSED LOTS SHALL HAVE A TWO (2') FOOT PRIVATE DRAINAGE EASEMENT ON THE SIDE YARDS PER THE TYPICAL LOT EASEMENT DETAIL. THE PRIVATE DRAINAGE EASEMENTS ARE FOR PRIVATE USE OF EACH LOT OWNER AND NOT A PUBLIC DRAINAGE EASEMENT. EACH LOT OWNER MAY PARTIALLY ENCROACH INTO THEIR PRIVATE DRAINAGE EASEMENT WITH THEIR PRIVATE UTILITY EQUIPMENT.
8. PUBLIC SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF BUILDING, FOUNDATIONS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTING THE FLOODWAY IS PROHIBITED.
9. THE SEVEN AND ONE HALF (7.5') FOOT UTILITY EASEMENTS ADJACENT TO THE STREET RIGHTS–OF–WAY AND ALONG THE FRONT OF THE LOTS SHALL BE EXCLUSIVELY FOR THE UNDERGROUND POWER, GAS, PHONE AND CABLE LINES.
10. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF MUD UTILITIES AND BUILDING PERMITS.
11. ALL CORNERS ARE ONE–HALF INCH IRON ROD SET WITH A YELLOW CAP STAMPED "JBI", UNLESS NOTED OTHERWISE.
12. DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROERTY OCCASIONED BY FLOODING CONDITIONS.
13. NO CONSTRUCTION, WITHOUT WRITTEN APPROVAL FROM THE CITY OF AUBREY SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST, WHERE CONSTRUCTION IS PERMITTED, ALL FINISH FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FOOT ABOVE THE 100–YEAR FLOOD ELEVATION.
14. COSERV ELECTRIC IS THE ELECTRICAL PROVIDER. (7701 S STEMMONS FWY, CORINTH, TX 76210)
15. ATMOS ENERGY IS THE NATURAL GAS PROVIDER. (106 N BRADSHAW ST, DENTON, TX 76205)

FLOOD STATEMENT: According to Community Panel No. 48121C0270G dated April 18, 2011 of the Federal Emergency Management Agency, National Flood Insurance Program Map and LOMR Case Nos. 24–06–2149P and 23–06–0647P, this property is within Flood Zone "X", which is not a special flood hazard area, and Zone "AE", which is a Special Flood Hazard Area. If this site is not within an identified Special Flood Hazard Area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man–made or natural causes. This statement shall not create liability on the part of the Engineer or the Surveyor.

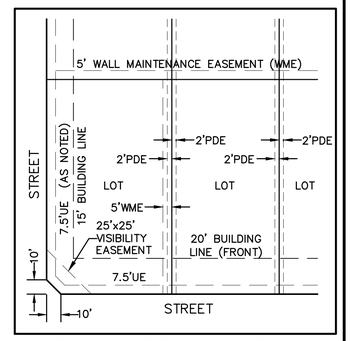
LEGEND

CIRF	CAPPED IRON ROD FOUND
CIRS	CAPPED IRON ROD SET
IRF	IRON ROD FOUND
UE	UTILITY EASEMENT
BL.	BUILDING LINE SETBACK
VOL.	VOLUME
PG.	PAGE
DOC.	DOCUMENT
NO.	NUMBER
R.P.R.D.C.T.	REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS
C.R.	COUNTY ROAD
RD.	ROAD
F.M.	FARM–TO–MARKET HIGHWAY
DE	DRAINAGE EASEMENT
WME	WALL MAINTENANCE EASEMENT
SSWR	SANITARY SEWER
SSE	SANITARY SEWER EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
UE	UTILITY EASEMENT
R	RADIUS
MFFE	MINIMUM FINISHED FLOOR ELEVATION
	STREET NAME CHANGE INDICATOR
○	1/2" IRON ROD WITH CAP STAMPED "JBI" SET





LOCATION MAP
(NOT TO SCALE)



TYPICAL LOT EASEMENT DETAIL
(SCALE: 1" = 40')

FINAL PLAT

SANDBROCK RANCH, PHASE 13

BLOCK A, LOTS 10–30, 31X, 32X; BLOCK B, LOTS 1–19; BLOCK C, LOTS 1–29; BLOCK D, LOTS 1–22; BLOCK E, LOTS 19–41, 42X–43X; BLOCK F, LOTS 19–46, 47X; BLOCK G, LOTS 1–42, 43X; BLOCK H, LOTS 1–22, 23X; BLOCK J, LOT 1X; BLOCK K, LOTS 1–23, 24X; BLOCK L, LOTS 1–25, 26X, & BLOCK M, LOTS 1–28, 29X; BLOCK NN, LOT 1X

82.756 ACRES OUT OF THE
FREDERICK POLLARD SURVEY, ABSTRACT NO. 995
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
CITY OF AUBREY ETJ

DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 6
DENTON COUNTY, TEXAS

HORIZON/DEER CREEK DEVELOPMENT CORP. — OWNER/DEVELOPER
5760 Legacy Drive, Suite B3–388
Plano, Texas 75024 — (972) 789–3500

DENTON COUNTY MUD NO. 6 — OWNER(S) (DIRECTORS LOT)
c/o Coats–Rose, P.C. — (972) 788–1600
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248

JBI PARTNERS, INC. — SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 — (972)248–7676
Carrollton, Texas 75006
TBPE No. F–438 TBPLS No. 10076000

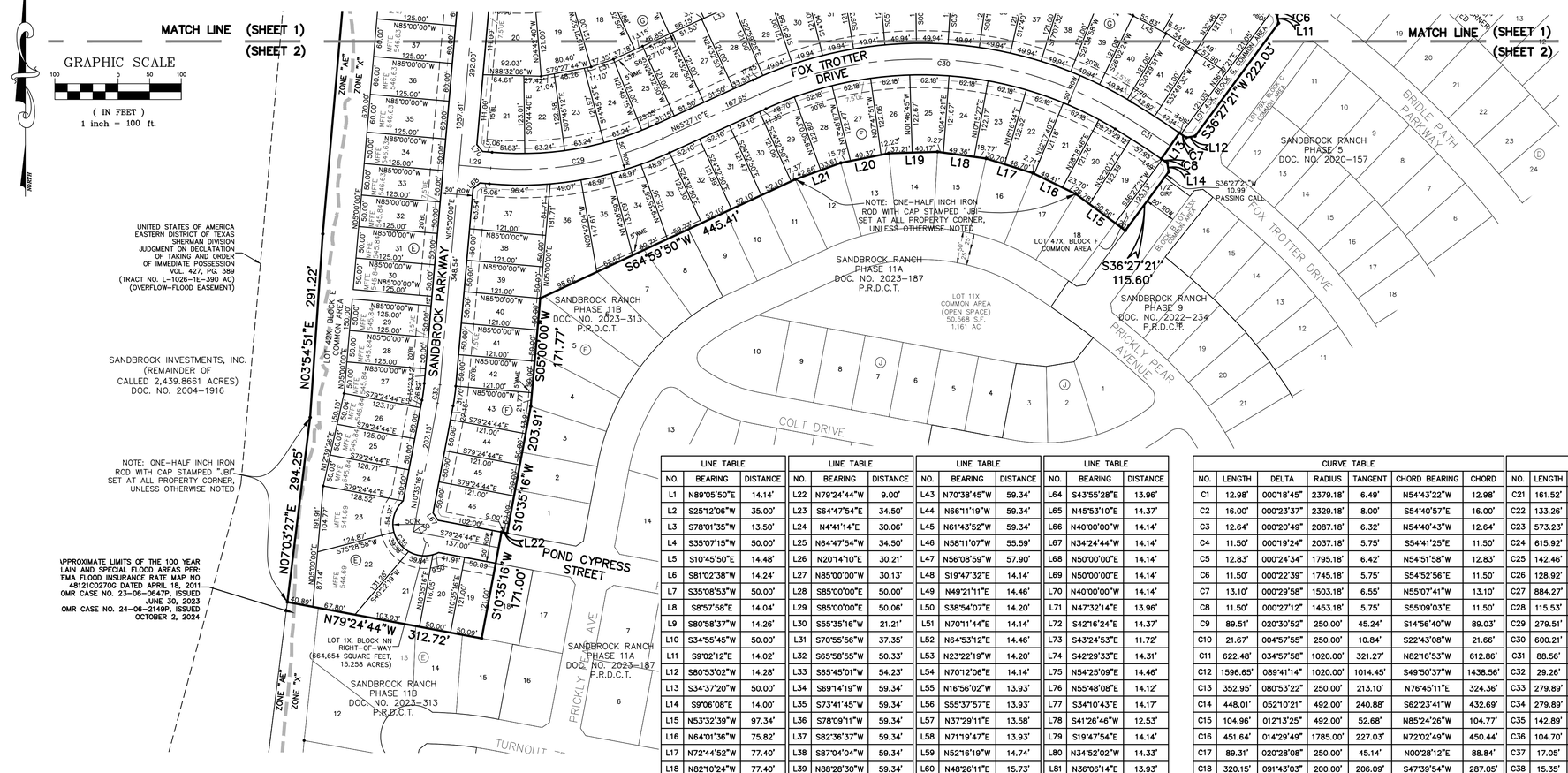
282 RESIDENTIAL LOTS
9 COMMON AREA LOTS
1 AMENITY CENTER LOT
1 RIGHT–OF–WAY LOT
1 DIRECTOR'S LOT

OCTOBER 29, 2024 Sheet 1 of 3

SPECIAL NOTE TO LOT SURVEYORS:

1. REFER TO TYPICAL LOT EASEMENT DETAIL FOR 2' DRAINAGE EASEMENTS AND 5' WALL MAINTENANCE EASEMENTS.

Drawing: H:\Projects\ROS020 Sandbrock Ph. 13\Phase 13\Surveying\dwg\ROS020–PH–13–PT.dwg Saved By: bjohnson Save Time: 10/29/2024 1:16 PM
Plotted by: bjohnson Plot Date: 10/29/2024 1:17 PM



LEGEND

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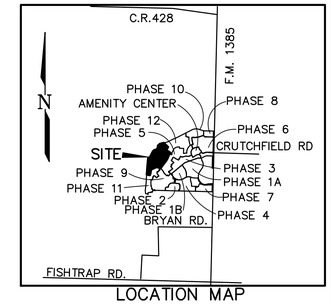
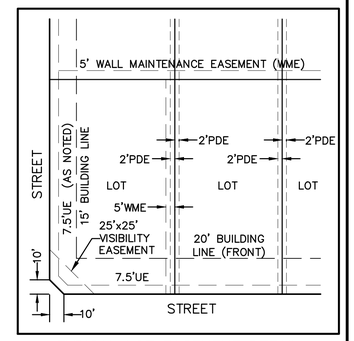


LOCATION MAP
(NOT TO SCALE)



TYPICAL LOT EASEMENT DETAIL
(SCALE: 1" = 40')

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
L1	N89°05'50"E	14.14'	L22	N79°24'44"W	9.00'	L43	N70°38'45"W	59.34'	L64	S43°55'28"E	13.96'
L2	S25°12'06"W	35.00'	L23	S64°47'54"E	34.50'	L44	N66°11'19"W	59.34'	L65	N45°53'10"E	14.37'
L3	S78°01'35"W	13.50'	L24	N4°41'14"E	30.06'	L45	N61°43'52"W	59.34'	L66	N40°00'00"W	14.14'
L4	S35°07'15"W	50.00'	L25	N64°47'54"W	34.50'	L46	N58°11'07"W	55.59'	L67	N34°24'44"W	14.14'
L5	S10°45'50"E	14.48'	L26	N20°14'10"E	30.21'	L47	N56°08'59"W	57.90'	L68	N50°00'00"E	14.14'
L6	S81°02'38"W	14.24'	L27	N85°00'00"W	30.13'	L48	S19°47'32"E	14.14'	L69	N50°00'00"E	14.14'
L7	S35°08'53"W	50.00'	L28	S85°00'00"E	50.00'	L49	N49°21'11"E	14.46'	L70	N40°00'00"W	14.14'
L8	S8°57'58"E	14.04'	L29	S85°00'00"E	50.06'	L50	S38°54'07"E	14.20'	L71	N47°32'14"E	13.96'
L9	S80°58'37"W	14.26'	L30	S55°35'16"W	21.21'	L51	N70°11'44"E	14.14'	L72	S42°16'24"E	14.37'
L10	S34°55'45"W	50.00'	L31	S70°55'56"W	37.35'	L52	N64°53'12"E	14.46'	L73	S43°24'53"E	11.72'
L11	S9°02'12"E	14.02'	L32	S65°58'55"W	50.33'	L53	N23°22'19"W	14.20'	L74	S42°29'33"E	14.31'
L12	S80°53'02"W	14.28'	L33	S65°45'01"W	54.23'	L54	N70°12'06"E	14.14'	L75	N54°25'09"E	14.46'
L13	S34°37'20"W	50.00'	L34	S69°14'19"W	59.34'	L55	N16°56'02"W	14.12'	L76	N55°48'08"E	14.12'
L14	S9°06'08"E	14.00'	L35	S73°41'45"W	59.34'	L56	S55°37'57"E	13.93'	L77	S34°10'43"E	14.17'
L15	N53°32'39"W	97.34'	L36	S78°09'11"W	59.34'	L57	N37°29'11"E	13.58'	L78	S41°26'46"W	12.53'
L16	N64°01'36"W	75.82'	L37	S82°36'37"W	59.34'	L58	N71°19'47"E	13.93'	L79	S19°47'54"E	14.14'
L17	N72°44'52"W	77.40'	L38	S87°04'04"W	59.34'	L59	N52°16'19"W	14.74'	L80	N34°52'02"W	14.33'
L18	N82°10'24"W	77.40'	L39	N88°28'30"W	59.34'	L60	N48°26'11"E	15.73'	L81	N36°06'14"E	13.93'
L19	S88°17'04"W	77.38'	L40	N84°01'04"W	59.34'	L61	N46°06'19"E	14.31'	L82	S19°47'54"E	14.14'
L20	S78°42'49"W	77.34'	L41	N79°33'38"W	59.34'	L62	N40°37'12"W	13.99'	L83	N70°12'06"E	14.14'
L21	S70°00'41"W	76.27'	L42	N75°06'11"W	59.34'	L63	N49°29'34"E	14.27'	L84	S49°09'42"E	15.46'

CURVE TABLE							CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD	NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	12.98'	000°18'45"	2379.18'	6.49'	N54°43'22"W	12.98'	C21	161.52'	003°55'52"	2354.18'	80.79'	N56°50'41"W	161.49'
C2	16.00'	000°23'37"	2329.18'	8.00'	S54°40'57"E	16.00'	C22	133.26'	030°32'26"	250.00'	68.25'	N79°43'47"E	131.69'
C3	12.64'	000°20'49"	2087.18'	6.32'	N54°40'43"W	12.64'	C23	573.23'	027°20'49"	1201.00'	292.18'	S78°07'59"W	567.80'
C4	11.50'	000°19'24"	2037.18'	5.75'	S54°41'25"E	11.50'	C24	615.92'	029°23'00"	1201.00'	314.89'	N73°30'07"W	609.19'
C5	12.83'	000°24'34"	1795.18'	6.42'	N54°51'58"W	12.83'	C25	142.46'	003°57'29"	2062.18'	71.26'	N56°49'52"W	142.43'
C6	11.50'	000°22'39"	1745.18'	5.75'	S54°52'56"E	11.50'	C26	128.92'	029°32'50"	250.00'	65.93'	N80°13'35"E	127.50'
C7	13.10'	000°29'58"	1503.18'	6.55'	N55°07'41"W	13.10'	C27	884.27'	055°44'14"	909.00'	480.65'	N86°40'43"W	849.81'
C8	11.50'	000°27'12"	1453.18'	5.75'	S55°09'03"E	11.50'	C28	115.53'	003°44'22"	1770.18'	57.78'	N56°56'26"W	115.51'
C9	89.51'	020°30'52"	250.00'	45.24'	S14°56'40"W	89.03'	C29	279.51'	029°32'50"	542.00'	142.94'	N80°13'35"E	276.42'
C10	21.67'	004°57'55"	250.00'	10.84'	S22°43'08"W	21.66'	C30	600.21'	055°44'14"	617.00'	326.25'	N86°40'43"W	576.83'
C11	622.48'	034°57'58"	1020.00'	321.27'	N82°16'53"W	612.86'	C31	88.56'	003°25'57"	1478.18'	44.29'	N57°05'38"W	88.54'
C12	1596.65'	089°41'14"	1020.00'	1014.45'	S49°50'37"W	1438.56'	C32	29.26'	005°35'16"	300.00'	14.64'	N07°47'38"E	29.25'
C13	352.95'	080°53'22"	250.00'	213.10'	N76°45'11"E	324.36'	C33	279.89'	269°31'07"	59.50'	60.00'	S70°26'33"W	84.50'
C14	448.01'	052°10'21"	492.00'	240.88'	S62°23'41"W	432.69'	C34	279.89'	269°31'07"	59.50'	60.00'	N20°02'21"W	84.50'
C15	104.96'	012°13'25"	492.00'	52.68'	N85°24'26"W	104.77'	C35	142.89'	163°44'23"	50.00'	350.00'	S34°24'44"E	98.99'
C16	451.64'	014°29'49"	1785.00'	227.03'	N72°02'49"W	450.44'	C36	104.70'	100°49'31"	59.50'	71.96'	N85°00'53"W	91.71'
C17	89.31'	020°28'08"	250.00'	45.14'	N00°28'12"E	88.84'	C37	17.05'	016°25'02"	59.50'	8.58'	N10°41'55"W	16.99'
C18	320.15'	091°43'03"	200.00'	206.09'	S47°39'54"W	287.05'	C38	15.35'	014°46'52"	59.50'	7.72'	S27°12'42"E	15.31'
C19	25.07'	007°10'51"	200.00'	12.55'	N82°53'09"W	25.05'	C39	97.89'	003°51'17"	1455.00'	48.96'	N34°31'42"E	97.87'
C20	533.80'	020°29'07"	1493.00'	269.78'	N69°03'10"W	530.96'	C40	137.80'	005°25'35"	1455.00'	68.95'	N27°54'54"E	137.75'

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES
A-10	10,150	0.233	B-11	12,255	0.281	C-25	8,930	0.205	E-25	6,290	0.144	F-33	6,701	0.154	G-19	8,147	0.187	H-9	6,264	0.144	K-18	6,522	0.150	M-1	10,260	0.236
A-11	8,400	0.193	B-12	9,733	0.223	C-26	8,406	0.193	E-26	6,200	0.142	F-34	7,041	0.162	G-20	9,728	0.223	H-10	6,269	0.144	K-19	6,522	0.150	M-2	10,250	0.235
A-12	8,400	0.193	B-13	8,360	0.192	C-27	8,469	0.194	E-27	6,979	0.160	F-35	7,713	0.177	G-21	8,622	0.198	H-11	6,271	0.144	K-20	6,527	0.150	M-3	10,250	0.235
A-13	8,400	0.193	B-14	8,142	0.187	C-28	8,758	0.201	E-28	6,250	0.143	F-36	11,360	0.261	G-22	6,807	0.156	H-12	6,269	0.144	K-21	6,460	0.148	M-4	10,250	0.235
A-14	8,400	0.193	B-15	8,033	0.184	C-29	11,555	0.265	E-29	6,250	0.143	F-37	9,108	0.209	G-23	6,842	0.157	H-13	7,619	0.175	K-22	6,454	0.148	M-5	10,250	0.235
A-15	8,400	0.193	B-16	7,960	0.183	D-1	10,048	0.231	E-30	6,250	0.143	F-38	6,050	0.139	G-24	6,774	0.156	H-14	9,863	0.226	K-23	6,559	0.151	M-6	10,250	0.235
A-16	10,384	0.238	B-17	7,960	0.183	D-2	7,355	0.169	E-31	6,250	0.143	F-39	6,050	0.139	G-25	6,454	0.148	H-15	7,920	0.182	K-24X	4,741	0.109	M-7	10,432	0.239
A-17	8,694	0.200	B-18	8,033	0.184	D-3	8,574	0.197	E-32	6,250	0.143	F-40	6,050	0.139	G-26	6,232	0.143	H-16	7,920	0.182	L-1	7,768	0.178	M-8	10,949	0.251
A-18	8,470	0.194	B-19	9,745	0.224	D-4	11,090	0.255	E-33	6,250	0.143	F-41	6,050	0.139	G-27	6,232	0.143	H-17	7,920	0.182	L-2	7,768	0.178	M-9	10,996	0.252
A-19	8,470	0.194	C-1	12,716	0.292	D-5	8,627	0.198	E-34	6,250	0.143	F-42	6,050	0.139	G-28	6,358	0.146	H-18	7,920	0.182	L-3	7,768	0.178	M-10	10,880	0.250
A-20	10,602	0.243	C-2	10,365	0.238	D-6	7,987	0.183	E-35	7,500	0.172	F-43	7,237	0.166	G-29	6,590	0.151	H-19	7,920	0.182	L-4	7,768	0.178	M-11	10,607	0.244
A-21	10,840	0.249	C-3	10,365	0.238	D-7	8,170	0.188	E-36	7,500	0.172	F-44	6,050	0.139	G-30	6,590	0.151	H-20	7,920	0.182	L-5	7,768	0.178	M-12	10,232	0.235
A-22	8,470	0.194	C-4	14,284	0.328	D-8	8,170	0.188	E-37	7,500	0.172	F-45	6,050	0.139	G-31	6,590	0.151	H-21	7,903	0.181	L-6	7,919	0.182	M-13	9,833	0.226
A-23	8,470	0.194	C-5	11,478	0.263	D-9	8,170	0.188	E-38	7,500	0.172	F-46	7,210	0.166	G-32	6,590	0.151	H-22	7,996	0.184	L-7	7,944	0.182	M-14	11,089	0.255
A-24	8,470	0.194	C-6	7,950	0.183	D-10	8,170	0.188	E-39	7,500	0.172	F-47X	2,458	0.056	G-33	6,590	0.151	H-23X	5,264	0.121	L-8	7,944	0.182	M-15	11,294	0.259
A-25	8,470	0.194	C-7	7,292	0.167	D-11	8,170	0.188	E-40	7,500	0.172	G-1	7,667	0.176	G-34	6,590	0.151	J-1X	24,027	0.552	L-9	7,944	0.182	M-16	9,453	0.217
A-26	8,470	0.194	C-8	6,812	0.156	D-12	10,104	0.232	E-41	7,491	0.172	G-2	7,698	0.177	G-35	6,590	0.151	K-1	6,347	0.146	L-10	7,945	0.182	M-17	9,478	0.218
A-27	8,470	0.194	C-9	6,757	0.155	D-13	8,321	0.191	E-42X	61,044	1.401	G-3	7,610	0.175	G-36	6,590	0.151	K-2	6,332	0.145	L-11	7,951	0.183	M-18	9,523	0.219
A-28	8,470	0.194	C-10	7,256	0.167	D-14	6,368	0.146	E-43X	90,654	2.081	G-4	7,610	0.175	G-37	6,590	0.151	K-3	6,324	0.145	L-12	11,347	0.260	M-19	9,606	0.221
A-29	8,992	0.206	C-11	9,560	0.219	D-15	6,371	0.146	F-19	6,811	0.156	G-5	7,610	0.175	G-38	6,590	0.151	K-4	6,400	0.147	L-13	9,524	0.219	M-20	9,564	0.220
A-30	12,691	0.291	C-12	10,370	0.238	D-16	6,371	0.146	F-20	6,618	0.152	G-6	7,610	0.175	G-39	6,590	0.151	K-5	6,386	0.147	L-14	6,635	0.152	M-21	9,643	0.221
A-31X	446,578	10.252	C-13	9,107	0.209	D-17	6,365	0.146	F-21	6,800	0.156	G-7	7,610	0.175	G-40	6,590	0.151	K-6	6,419	0.147	L-15	6,635	0.152	M-22	9,623	0.221
A-32X	43,560	1.000	C-14	7,989	0.183	D-18	6,369	0.146	F-22	6,809	0.156	G-8	7,610	0.175	G-41	6,419	0.147	K-7	6,389	0.147	L-16	6,635	0.152	M-23	9,439	0.217
B-1	11,756	0.270	C-15	7,643	0.175	D-19	6,374	0.146	F-23	6,796	0.156	G-9	7,610	0.175	G-42	6,532	0.150	K-8	6,428	0.148	L-17	6,635	0.152	M-24	9,225	0.212
B-2	9,526	0.219	C-16	7,643	0.175	D-20	6,366	0.146	F-24	6,822	0.157	G-10	7,610	0.175	G-43X	4,741	0.109	K-9	6,419	0.147	L-18	6,635	0.152	M-25	9,225	0.212
B-3	9,404	0.216	C-17	7,643	0.175	D-21	6,366	0.146	F-25	6,804	0.156	G-11	7,610	0.175	H-1	6,300	0.145	K-10	6,404	0.147	L-19	6,635	0.152	M-26	9,225	0.212
B-4	9,370	0.215	C-18	9,581	0.220	D-22	8,303	0.191	F-26	6,806	0.156	G-12	7,610	0.175	H-2	6,169	0.142	K-11	9,560	0.219	L-20	6,663	0.153	M-27	9,225	0.212
B-5	9,416	0.216	C-19	10,499	0.241	E-19	6,061	0.139	F-27	6,839	0.157	G-13	7,610	0.175	H-3	6,204	0.142	K-12	6,933	0.159	L-21	6,777	0.156	M-28	9,065	0.208
B-6	9,581	0.220	C-20	8,299	0.191	E-20	6,029	0.138	F-28	6,817	0.157	G-14	7,610	0.175	H-4	6,272	0.144	K-13	6,675	0.153	L-22	7,005	0.161	M-29X	5,757	0.132
B-7	9,793	0.225	C-21	8,291	0.190	E-21	8,066	0.185	F-29	6,716	0.154	G-15	7,428	0.171	H-5	6,266	0.144	K-14	8,917	0.205	L-23	7,192	0.165			
B-8	9,614	0.221	C-22	8,307	0.191	E-22	12,224	0.281	F-30	6,318	0.145	G-16	7,260	0.167	H-6	6,265	0.144	K-15	6,576	0.151	L-24	7,585	0.174			
B-9	9,345	0.215	C-23	8,320	0.191	E-23	9,212	0.211	F-31	6,340	0.146	G-17	7,259	0.167	H-7	6,272	0.144	K-16	6,497	0.149	L-25	8,046	0.185			
B-10	13,898	0.319	C-24	8,612	0.198	E-24	6,381	0.146	F-32	6,361	0.146	G-18	7,957	0.183	H-8	6,268	0.144	K-17	6,513	0.150	L-26X	5,407	0.124			

	ESTATE	SF-15	SF-7.2	SF-5.5	VARIANCE LOTS	TOTAL LOTS
PHASE 1A	0	0	43	157	0	200
PHASE 1B	0	0	83	0	0	83
PHASE 2	0	0	0	21	90	111
PHASE 3	0	0	84	0	0	84
PHASE 4	0	0	7	16	80	103
PHASE 5	0	0	142	148	0	290
PHASE 6	0	0	94	50	86	230
PHASE 7	0	0	4	17	83	104
PHASE 8	0	0	0	0	45	45
PHASE 9	0	0	63	104	0	167
PHASE 10	0	0	21	84	42	147
PHASE 11	0	0	112	0	0	112
PHASE 12	0	0	45	85	0	130
PHASE 13	0	0	143	139	0	282
TOTAL	0	0	841	821	426	2,088

FINAL PLAT
SANDBROCK RANCH, PHASE 13

BLOCK A, LOTS 10–30, 31X, 32X; BLOCK B, LOTS 1–19; BLOCK C, LOTS 1–29; BLOCK D, LOTS 1–22; BLOCK E, LOTS 19–41, 42X–43X; BLOCK F, LOTS 19–46, 47X; BLOCK G, LOTS 1–42, 43X; BLOCK H, LOTS 1–22, 23X; BLOCK J, LOT 1X; BLOCK K, LOTS 1–23, 24X; BLOCK L, LOTS 1–25, 26X, & BLOCK M, LOTS 1–28, 29X;

82.756 ACRES OUT OF THE
FREDERICK POLLARD SURVEY, ABSTRACT NO. 995
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
CITY OF AUBREY ETJ

DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 6
DENTON COUNTY, TEXAS

HORIZON/DEER CREEK DEVELOPMENT CORP. — OWNER/DEVELOPER
5760 Legacy Drive, Suite B3–388
Plano, Texas 75024 — (972) 789–3500

DENTON COUNTY MUD NO. 6 — OWNER(S) (DIRECTORS LOT)
c/o Coats–Rose, P.C. — (972) 788–1600
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248

JBI PARTNERS, INC. — SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 — (972)248–7676
Carrollton, Texas 75006
TBPE No. F–438 TBPLS No. 10076000

282 RESIDENTIAL LOTS
9 COMMON AREA LOTS
1 AMENITY CENTER LOT
1 RIGHT–OF–WAY LOT
1 DIRECTOR'S LOT

SPECIAL NOTE TO LOT SURVEYORS:

1. REFER TO TYPICAL LOT EASEMENT DETAIL FOR 2' DRAINAGE EASEMENTS AND 5' WALL MAINTENANCE EASEMENTS.

OCTOBER 29, 2024 Sheet 2 of 3

Drawing: H:\Projects\ROS020 Sandbrock Ph. 13\Phase 13\Surveying\dwg\ROS020-PH-13-PT.dwg Saved By: bjohnson Save Time: 10/29/2024 1:16 PM
Plotted by: bjohnson Plot Date: 10/29/2024 1:17 PM

FIELD DESCRIPTION

WHEREAS, Horizon/Deer Creek Development Corp. and the Denton County Municipal Utility District No. 6 Board of Directors are the owners of a of land located in Denton County, Texas and being a part of the William Lumpkin Survey, Abstract Number 730, Frederick Pollard Survey, Abstract Number 995, and being a part of that called 77.788 acre tract of land described in deed to Horizon/Deer Creek Development Corp. recorded in County Clerk's Document Number 2020–147908, Real Property Records Denton County, Texas, being a part of Tract 2, a called 71.162 acre tract of land described in deed to Horizon/Deer Creek Development Corp. recorded in County Clerk's Document Number 2020–147908, Real Property Records Denton County, Texas, and also being a part of Tract 2, a called 124.245 acres described in deed to Horizon/Deer Creek Development Corp. recorded in County Clerk's Document Number 2019–5510, Real Property Records Denton County, Texas, being all of a called 1.000 acre tract described in deeds to the Denton County Municipal Utility District Board of Directors described in deeds recorded as Instrument Nos. 2024–8327, 2024–1821, 2024–2899, 2024–1822 and 2024–1823, Official Public Records, Denton County, Texas, and being further described as follows:

BEGINNING at a one–half inch iron rod with a yellow cap stamped "JBI" found for corner, said point being the west corner of Sandbrock Ranch, Phase 12, an addition to Denton County, Texas recorded in County Clerk's Document Number 2023–396, Plat Records Denton County, Texas;

THENCE along the southwesterly line of said Sandbrock Ranch, Phase 12 as follows:
South 45 degrees 54 minutes 32 seconds East for a distance of 182.48 feet a one–half inch iron rod with a yellow cap stamped "JBI" found for corner, the beginning of a non–tangential curve;

Along said curve turning to the left, 186.42 feet through an angle of 179 degrees 31 minutes 07 seconds, having a radius of 59.50 feet, and whose long chord bears South 45 degrees 40 minutes 05 seconds East for a distance of 119.00 feet to a yellow cap stamped "JBI" found for corner;

North 89 degrees 05 minutes 50 seconds East for a distance of 14.14 feet to a yellow cap stamped "JBI" found for corner;

South 45 degrees 54 minutes 32 seconds East for a distance of 262.01 feet to a yellow cap stamped "JBI" found for corner;

South 25 degrees 12 minutes 06 seconds West for a distance of 376.32 feet to a yellow cap stamped "JBI" found for corner;

South 64 degrees 47 minutes 54 seconds East for a distance of 310.60 feet to a yellow cap stamped "JBI" found for corner;

South 25 degrees 12 minutes 06 seconds West for a distance of 35.00 feet to a yellow cap stamped "JBI" found for corner;

South 64 degrees 47 minutes 54 seconds East for a distance of 120.00 feet to a yellow cap stamped "JBI" found for corner;

South 25 degrees 12 minutes 06 seconds West, 65.00 feet passing a one–half inch iron rod with a yellow cap stamped "JBI" found for corner, said point being in the west line of Sandbrock Ranch, Phase 5, an addition to Denton County, Texas recorded in County Clerk's Document Number 2020–157, Plat Records Denton County, Texas, and continuing for a total distance of 623.62 feet to a yellow cap stamped "JBI" found for corner, the beginning of a curve;

THENCE continuing along the west line of said Sandbrock Ranch, Phase 5 as follows:
Said curve turning to the right, 131.38 feet through an angle of 05 degrees 06 minutes 12 seconds, having a radius of 1475.00 feet, and whose long chord bears South 27 degrees 45 minutes 12 seconds West for a distance of 131.33 feet to a yellow cap stamped "JBI" found for corner;
South 78 degrees 01 minutes 35 seconds West for a distance of 13.50 feet to a yellow cap stamped "JBI" found for corner, the beginning of a non–tangential curve;

Said curve turning to the left, 12.98 feet through an angle of 00 degrees 18 minutes 45 seconds, having a radius of 2379.18 feet, and whose long chord bears North 54 degrees 43 minutes 22 seconds West for a distance of 12.98 feet to a yellow cap stamped "JBI" found for corner;

South 35 degrees 07 minutes 15 seconds West for a distance of 50.00 feet to a yellow cap stamped "JBI" found for corner, the beginning of a non–tangential curve;

Said curve turning to the right, 16.00 feet through an angle of 00 degrees 23 minutes 37 seconds, having a radius of 2329.18 feet, and whose long chord bears South 54 degrees 40 minutes 57 seconds East for a distance of 16.00 feet to a yellow cap stamped "JBI" found for corner;

South 10 degrees 45 minutes 50 seconds East for a distance of 14.48 feet to a yellow cap stamped "JBI" found for corner, the beginning of a non–tangential curve;

Said curve turning to the right, 88.22 feet through an angle of 03 degrees 25 minutes 36 seconds, having a radius of 1475.00 feet, and whose long chord bears South 34 degrees 44 minutes 33 seconds West for a distance of 88.20 feet.

South 36 degrees 27 minutes 21 seconds West for a distance of 133.83 feet to a yellow cap stamped "JBI" found for corner;

South 81 degrees 02 minutes 38 seconds West for a distance of 14.24 feet to a yellow cap stamped "JBI" found for corner, the beginning of a non–tangential curve;

Said curve turning to the left, 12.64 feet through an angle of 00 degrees 20 minutes 49 seconds, having a radius of 2087.18 feet, and whose long chord bears North 54 degrees 40 minutes 43 seconds West for a distance of 12.64 feet to a yellow cap stamped "JBI" found for corner;

South 35 degrees 08 minutes 53 seconds West for a distance of 50.00 feet to a yellow cap stamped "JBI" found for corner, the beginning of a non–tangential curve;

Said curve turning to the right, 11.50 feet through an angle of 00 degrees 19 minutes 24 seconds, having a radius of 2037.18 feet, and whose long chord bears South 54 degrees 41 minutes 25 seconds East for a distance of 11.50 feet to a yellow cap stamped "JBI" found for corner;

South 08 degrees 57 minutes 58 seconds East for a distance of 14.04 feet to a yellow cap stamped "JBI" found for corner;

South 36 degrees 27 minutes 21 seconds West for a distance of 222.02 feet to a yellow cap stamped "JBI" found for corner;

South 80 degrees 58 minutes 37 seconds West for a distance of 14.26 feet to a yellow cap stamped "JBI" found for corner, the beginning of a non–tangential curve;

Said curve turning to the left, 12.83 feet through an angle of 00 degrees 24 minutes 34 seconds, having a radius of 1795.18 feet, and whose long chord bears North 54 degrees 51 minutes 58 seconds West for a distance of 12.83 feet to a yellow cap stamped "JBI" found for corner;

South 34 degrees 55 minutes 45 seconds West for a distance of 50.00 feet to a yellow cap stamped "JBI" found for corner, the beginning of a non–tangential curve;

Said curve turning to the right, 11.50 feet through an angle of 00 degrees 22 minutes 39 seconds, having a radius of 1745.18 feet, and whose long chord bears South 54 degrees 52 minutes 56 seconds East for a distance of 11.50 feet to a yellow cap stamped "JBI" found for corner;

South 09 degrees 02 minutes 12 seconds East for a distance of 14.02 feet to a yellow cap stamped "JBI" found for corner;

South 36 degrees 27 minutes 21 seconds West for a distance of 222.03 feet to a yellow cap stamped "JBI" found for corner;

South 80 degrees 53 minutes 02 seconds West for a distance of 14.28 feet to a yellow cap stamped "JBI" found for corner, the beginning of a non–tangential curve,

Said curve turning to the left, 13.10 feet through an angle of 00 degrees 29 minutes 58 seconds, having a radius of 1503.18 feet, and whose long chord bears North 55 degrees 07 minutes 41 seconds West for a distance of 13.10 feet to a yellow cap stamped "JBI" found for corner;

South 34 degrees 37 minutes 20 seconds West for a distance of 50.00 feet to a yellow cap stamped "JBI" found for corner, the beginning of a non–tangential curve,

Said curve turning to the right, 11.50 feet through an angle of 00 degrees 27 minutes 12 seconds, having a radius of 1453.18 feet, and whose long chord bears South 55 degrees 09 minutes 03 seconds East for a distance of 11.50 feet to a yellow cap stamped "JBI" found for corner;

South 09 degrees 06 minutes 08 seconds East for a distance of 14.00 feet to a yellow cap stamped "JBI" found for corner;

South 36 degrees 27 minutes 21 seconds West, passing at a distance of 10.99 feet a one–half inch iron rod with a yellow cap stamped "JBI" found for corner, said point being the north corner of Sandbrock Ranch, Phase 9, an addition to Denton County, Texas recorded in County Clerk's Document Number 2022–234, Plat Records Denton County, Texas, and continuing for a total distance of 115.60 feet to a yellow cap stamped "JBI" found for corner, said point being the northeast corner of Sandbrock Ranch, Phase 11A, an addition to Denton County, Texas recorded in County Clerk's Document Number 2023–187, Plat Records Denton County, Texas;

THENCE along the north line of said Sandbrock Ranch, Phase 11A as follows:
North 53 degrees 32 minutes 39 seconds West for a distance of 97.34 feet to a yellow cap stamped "JBI" found for corner;

North 64 degrees 01 minutes 36 seconds West for a distance of 75.82 feet to a yellow cap stamped "JBI" found for corner;

North 72 degrees 44 minutes 52 seconds West for a distance of 77.40 feet to a yellow cap stamped "JBI" found for corner;

North 82 degrees 10 minutes 24 seconds West for a distance of 77.40 feet to a yellow cap stamped "JBI" found for corner;

South 88 degrees 17 minutes 04 seconds West for a distance of 77.38 feet to a yellow cap stamped "JBI" found for corner;

South 78 degrees 42 minutes 49 seconds West for a distance of 77.34 feet to a yellow cap stamped "JBI" found for corner;

South 70 degrees 00 minutes 41 seconds West for a distance of 76.27 feet to a yellow cap stamped "JBI" found for corner;

South 64 degrees 59 minutes 50 seconds West for a distance of 445.41 feet to a yellow cap stamped "JBI" found for corner, said point being the most northerly northwest corner of Sandbrock, Phase 11B, an addition to Denton County as recorded as County Clerk's Document No. 2023–313, Plat Records. Denton County, Texas

THENCE, along the west line of said Sandbrock Ranch Phase 11B as follows:
South 05 degrees 00 minutes 00 seconds West for a distance of 171.77 feet to a yellow cap stamped "JBI" found for corner;

South 10 degrees 35 minutes 16 seconds West for a distance of 203.91 feet to a yellow cap stamped "JBI" found for corner;

North 79 degrees 24 minutes 44 seconds West for a distance of 9.00 feet to a yellow cap stamped "JBI" found for corner;

South 10 degrees 35 minutes 16 seconds West for a distance of 171.00 feet to a yellow cap stamped "JBI" found for corner;

North 79 degrees 24 minutes 44 seconds West for a distance of 312.72 feet to a feet to a yellow cap stamped "JBI" found for corner, said point being in the west line of said 77.788 acre tract, and being in the west line of said Sandbrock Ranch, Phase 11B;

THENCE along the west line of said 77.788 acre tract as follows:
North 07 degrees 03 minutes 27 seconds East for a distance of 294.25 feet to a yellow cap stamped "JBI" found for corner;

North 03 degrees 54 minutes 51 seconds East for a distance of 291.22 feet to a yellow cap stamped "JBI" found for corner, said point being the northwest corner of said 77.788 acre tract, and being in the west line of said 124.245 acre tract;

THENCE North 05 degrees 00 minutes 00 seconds East for a distance of 1027.59 feet along the west line of said 124.245 acre tract to a yellow cap stamped "JBI" found for corner, said point being the west corner of said 71.162 acre tract;

THENCE along the northwesterly line of said 71.162 acre tract as follows:
North 63 degrees 46 minutes 48 seconds East for a distance of 196.85 feet to a yellow cap stamped "JBI" found for corner;

North 26 degrees 50 minutes 16 seconds East for a distance of 633.74 feet to a yellow cap stamped "JBI" found for corner;

North 43 degrees 43 minutes 52 seconds East for a distance of 148.36 feet to a yellow cap stamped "JBI" found for corner;

North 75 degrees 32 minutes 14 seconds East for a distance of 172.02 feet to a yellow cap stamped "JBI" found for corner;

North 64 degrees 41 minutes 35 seconds East for a distance of 113.31 feet to a yellow cap stamped "JBI" found for corner;

North 39 degrees 12 minutes 46 seconds East for a distance of 154.52 feet to a yellow cap stamped "JBI" found for corner;

North 05 degrees 44 minutes 39 seconds East for a distance of 246.67 feet to a yellow cap stamped "JBI" found for corner;

North 49 degrees 38 minutes 35 seconds East for a distance of 238.11 feet to a yellow cap stamped "JBI" found for corner;

North 74 degrees 43 minutes 32 seconds East a distance of 372.84 feet to the POINT OF BEGINNING and containing 3,604,847 square feet or 82.756 acres of land.

BASIS OF BEARING is derived from the Texas State Plane Coordinate System, North Central Zone (4202), NAD83, based on G.P.S. observations.

OWNER'S CERTIFICATION

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **HORIZON/DEER CREEK DEVELOPMENT CORP.** and **THE DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 6,** acting by and through its duly authorized officers, do hereby adopt this plat designating the hereinabove described property as **SANDBROCK RANCH, PHASE 13**, an addition to Denton County, Texas, and do hereby dedicate, in fee simple, to Denton County Municipal Utility District No. 6 (DCMUD6), the exclusive use forever of the streets, alleys and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the DCMUD6 use forever, said dedications being free and clear of all liens and encumbrances except as shown hereon.

WITNESS MY HAND this _____ day of _____, 2024.

HORIZON/DEER CREEK DEVELOPMENT CORPORATION, a Texas corporation

By: _____
Rod Sanders, President

STATE OF TEXAS §

COUNTY OF _____ §

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

WITNESS MY HAND this _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

WITNESS MY HAND this _____ day of _____, 2024.

By: _____
T. McCullough Strother (Denton County MUD No. 6)

STATE OF TEXAS §

COUNTY OF _____ §

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

WITNESS MY HAND this _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

WITNESS MY HAND this _____ day of _____, 2024.

By: _____
Paul Tate (Denton County MUD No. 6)

STATE OF TEXAS §

COUNTY OF _____ §

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

WITNESS MY HAND this _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

WITNESS MY HAND this _____ day of _____, 2024.

By: _____
Jennifer M Kaiser (Denton County MUD No. 6)

STATE OF TEXAS §

COUNTY OF _____ §

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

WITNESS MY HAND this _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

WITNESS MY HAND this _____ day of _____, 2024.

By: _____
Bart White (Denton County MUD No. 6)

STATE OF TEXAS §

COUNTY OF _____ §

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

WITNESS MY HAND this _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

WITNESS MY HAND this _____ day of _____, 2024.

By: _____
Michael Nelson (Denton County MUD No. 6)

STATE OF TEXAS §

COUNTY OF _____ §

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

WITNESS MY HAND this _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

CERTIFICATE OF 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

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, William J. Johnson, Surveyor, do hereby certify that I have prepared this plat from an actual on the ground survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Denton County Subdivision Rules and Regulations.

Dated this the 18th day of OCTOBER, 2024.

_____
William J. Johnson, R.P.L.S. No. 5426

STATE OF TEXAS §

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of OCTOBER, 2024.

_____
Notary Public, State of Texas

DEREK BELL
Notary ID 133608256
Expires February 23, 2026

UTRWD Easement Plat Notes

1. No deep–rooted trees and other landscaping that impedes UTRWD ability to operate and maintain its facilities is allowed in UTRWD Easement.
2. The minimum depth of all pipes within the easement shall be three (3) feet from the top of the pipe to the surface of the ground.
3. Storage of construction material or other items/equipment is prohibited.
4. No dedication of ROW or Utility Easement is allowed over UTRWD easement.
5. Streets, Pavement, and other crossings must be at 90 degrees angle or as close as possible to the 90–degree angle. All paving within the easement is at risk; at risk means that UTRWD will not replace paving within the easement.
6. No detention ponds (including berms and dams) or drainage ditches/ stormwater facilities are allowed within UTRWD easement.
7. No fencing is allowed in UTRWD Easement.
8. No drilling or excavation is allowed in UTRWD Easement.
9. No permanent structures are allowed in UTRWD easement. All flatwork and landscaping within the easement are at risk. At risk means that UTRWD is not required to replace any flatwork or landscaping within the easement in the event we need to access the easement or pipeline.
10. All fittings shall be located outside of UTRWD easement.
11. The surface grade shall not be changed by more than 1 foot without written approval from UTRWD. Any grading changes shall not impede access across the easement and to any UTRWD structures or appurtenances.
12. UTRWD hereby retains all its preexisting dominant and superior legal property rights.
13. Stormwater shall drain away from UTRWD easement; no storm drainage structures are allowed in UTRWD easement.
14. No material stockpiles are allowed in UTRWD Easement.

FINAL PLAT
SANDBROCK RANCH, PHASE 13

BLOCK A, LOTS 10–30, 31X, 32X; BLOCK B, LOTS 1–19; BLOCK C, LOTS 1–29; BLOCK D, LOTS 1–22; BLOCK E, LOTS 19–41, 42X–43X; BLOCK F, LOTS 19–46, 47X; BLOCK G, LOTS 1–42, 43X; BLOCK H, LOTS 1–22, 23X; BLOCK J, LOT 1X; BLOCK K, LOTS 1–23, 24X; BLOCK L, LOTS 1–25, 26X, & BLOCK M, LOTS 1–28, 29X; BLOCK NN, LOT 1X

82.756 ACRES OUT OF THE
FREDERICK POLLARD SURVEY, ABSTRACT NO. 995
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
CITY OF AUBREY ETJ

DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 6
DENTON COUNTY, TEXAS

HORIZON/DEER CREEK DEVELOPMENT CORP. — **OWNER/DEVELOPER**
5760 Legacy Drive, Suite B3–388
Plano, Texas 75024
(972) 789–3500

DENTON COUNTY MUD NO. 6 — **OWNER(S) (DIRECTORS LOT)**
c/o Coats–Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
(972) 788–1600

JBI PARTNERS, INC. — **SURVEYOR/ENGINEER**
2121 Midway Road, Suite 300
Carrollton, Texas 75006
(972)248–7676
TBPE No. F–438 TBPLS No. 10076000

282 RESIDENTIAL LOTS
9 COMMON AREA LOTS
1 AMENITY CENTER LOT
1 RIGHT–OF–WAY LOT
1 DIRECTOR'S LOT

OCTOBER 29, 2024 Sheet 3 of 3

Drawing: H:\Projects\ROS020 Sandbrock Ph. 13\Phase 13\Surveying\dwg\xROS020–PH–13–PT.dwg Saved By: bjohnson Save Time: 10/29/2024 1:16 PM Plotted by: bjohnson Plot Date: 10/29/2024 1:17 PM

Planning and Zoning Commission Meeting Minutes

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
October 10, 2024
6:00 PM

The meeting was called to order at 6:00 PM.

Present: Christal Johnson, Donald Smith, Kyle Kennedy, Candace Stone, Brittney Murray, Nicole Shaw

Absent: Sina Tidwell, Chuck Fuller

Staff Present: City Attorney Heather Shankle, City Secretary Jenny Hicks, Director of Operations Leanne Wilson, Municipal Development Director Christine Gossett, Development Manager Shanda Guffee, Planner Helen-Eve Beadle

Commissioner Christal Johnson offered the Invocation and led the Pledge of Allegiance.

Community Announcements: None

Citizen Input: None

New Business: New items requested for consideration.

1. Consider and make a recommendation to the City Council regarding a Final Plat application for Lot 1, Block A, Aubrey FM 2931 Storage, being approximately 5.7230 acres out of the James Bridges Jr. Survey, Abstract No. 36, the property is generally located west of FM 2931 and north of Frontier Parkway, City of Aubrey ETJ, Denton County, Texas.

   City Planner Helen-Eve Beadle and Brandon Middleton, with Kimley Horn, provided information.

   Commissioner Don Smith made a motion to deny the request based on the waiver to the fire access. Motion failed for lack of a second. Additional discussion was held. Commissioner Don Smith made another motion to deny the variance based on his objection to the waiver of the Subdivision Ordinance. Commissioner Candace Stone seconded. Motion failed (2:4) with

Commissioners Johnson, Kennedy, Murray and Shaw opposed. Commissioner Kyle Kennedy made a motion to approve the request with the condition that the Subdivision Ordinance Waiver/Suspension is required to be approved by City Council to approve the Final Plat. Commissioner Christal Johnson seconded. Motion carried (4:2) with Commissioners Smith and Stone opposed.

2. Consideration and action on the minutes of the September 12, 2024 Planning and Zoning Commission meeting.

   P&Z Commissioner Brittney Murray made a motion to approve the minutes. P&Z Commissioner Kyle Kennedy seconded. Motion Passed (6:0). None opposed.

The meeting was adjourned at 6:29 PM

PASSED and APPROVED by the Planning and Zoning Commission of the City of Aubrey, Texas this14th day of November, 2024.

_____

Sina Tidwell, Commission Chair

ATTEST:

_____

Jenny Hicks, City Secretary