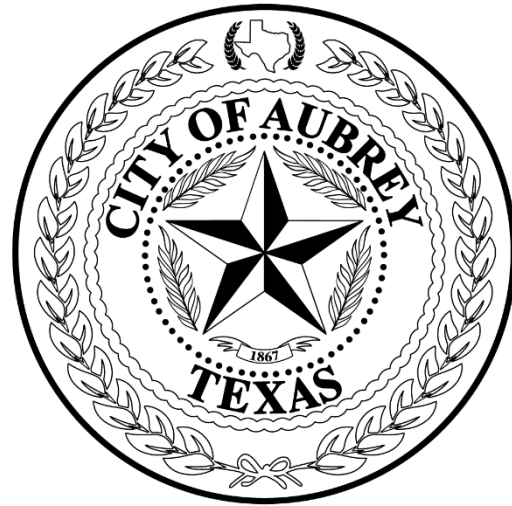


Planning and Zoning Commission Meeting

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
February 13, 2025
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. Consideration and action on electing a member to serve as chairperson for a one year term ending December 31, 2025.
2. Consideration and action on electing a member to serve as co-chairperson for a one year term ending December 31, 2025.
3. Consider and make a recommendation to the City Council regarding the Final Plat of Sandbrock Ranch, Phase 15, containing 72 residential lots, 3 common area lots, and 1 right-of-way lot within 16.682 acres out of the 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*)
4. Consideration and action on approving minutes of the January 15, 2025 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 _____, 2025.

(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
February 13, 2025**

Agenda Item

Consideration and action on electing a member to serve as chairperson for a one year term ending December 31, 2025.

Staff Contact

Jenny Hicks, City Secretary
jhicks@aubreytx.gov
940-440-9343

Summary

Section 1.04.032 of the Code of Ordinances states the Commission shall elect from its members a chairperson. The chairperson should be elected from it's regular members. The term will be for one year ending on December 31, 2025.

Financial Summary

N/A

Staff Recommended Action

Staff Recommended Motion

I move to elect _____ as chairperson for a term ending December 31, 2025.



**Planning and Zoning Commission Meeting
Staff Report
February 13, 2025**

Agenda Item

Consideration and action on electing a member to serve as co-chairperson for a one year term ending December 31, 2025.

Staff Contact

Jenny Hicks, City Secretary
jhicks@aubreytx.gov
940-440-9343

Summary

Section 1.04.032 of the Code of Ordinances states the Commission shall elect from its members a co-chairperson. The co-chairperson should be elected from it's regular members. The term will be for one year ending on December 31, 2025.

Financial Summary

N/A

Staff Recommended Action

Staff Recommended Motion

I move to elect _____ as co-chairperson for a term ending December 31, 2025.



**Planning and Zoning Commission Meeting
Staff Report
February 13, 2025**

Agenda Item

Consider and make a recommendation to the City Council regarding the Final Plat of Sandbrock Ranch, Phase 15, containing 72 residential lots, 3 common area lots, and 1 right-of-way lot within 16.682 acres out of the 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 / Bryan Burchfiel Brittany Crenshaw, PE, JBI Partners, Inc.

Location: Aubrey ETJ in Denton County; between FM 2931 and FM 1385, and south of FM 428 and Overbrook Parkway.

Zoning: The property is located outside the city and is not zoned. Development is governed by a Development Agreement with the City executed in July 2005.

The applicant has provided all required application information.

This Final Plat is consistent with the preliminary plat that was approved by City Council March 28, 2024 with the condition that the applicant address all UTRWD comments. The applicant and staff believe those comments have been addressed.

This proposed plat for Phase 15 of Sandbrock Ranch encompasses 16.682 acres in the middle east side of the overall proposed development, creating 72 SF 5.5 variance lots, 3 common area lots, and a right-of-way lot. This plat has finalized street names, which have been reviewed and approved by the Police Department.

The lot dimensions and areas are generally consistent with the approved development agreement. The development agreement allows for variances of up to 10% in the lot width, depth and/or area without the need for further approval. Minimum front yard setbacks within the SF 5.5 district are either 10 ft or 18 ft if building a front facing garage. The development agreement notes that the Planning and Zoning Commission can approve setbacks greater than the minimum. The proposed plat shows 20 ft front yard setbacks.

Electric service is provided by CoServ. Gas is provided by Atmos Energy. Water and sewer will be owned and operated by Mustang SUD. Drainage and paving facilities will be owned and operated by Denton County MUD No. 6. Wall maintenance easements provided are dedicated to the HOA per Note #4 on the plat.

This development requires minimum four ft (4') sidewalks, to be built by the home builder, one ft (1') from the right of way and is a condition of home occupancy. Right of way dimensions within the development are consistent with the development agreement as well.

Staff recommends approval of this Final Plat. Prior to filing the Final Plat the owner will need to comply with the following two items:

1. Per Article 2, Section 1.05. (b)(5) tax certificates from Denton County Tax Assessor showing that all taxes have been paid on the subject property.

2. Per Article 11, Appendix B.a. Plat Checklist, the plat is missing required signatures.

Financial Summary

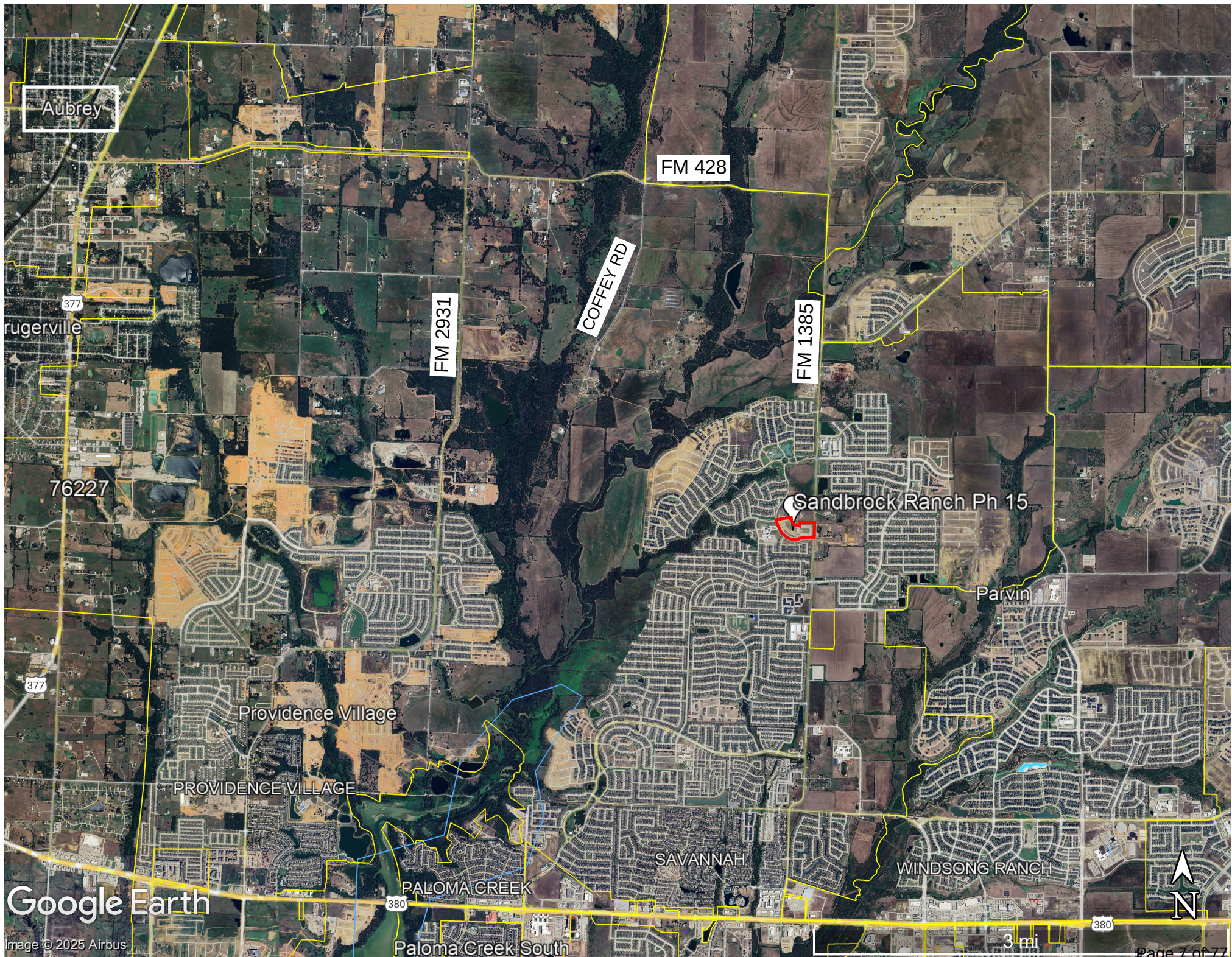
NA

Staff Recommended Action

Approve

Staff Recommended Motion

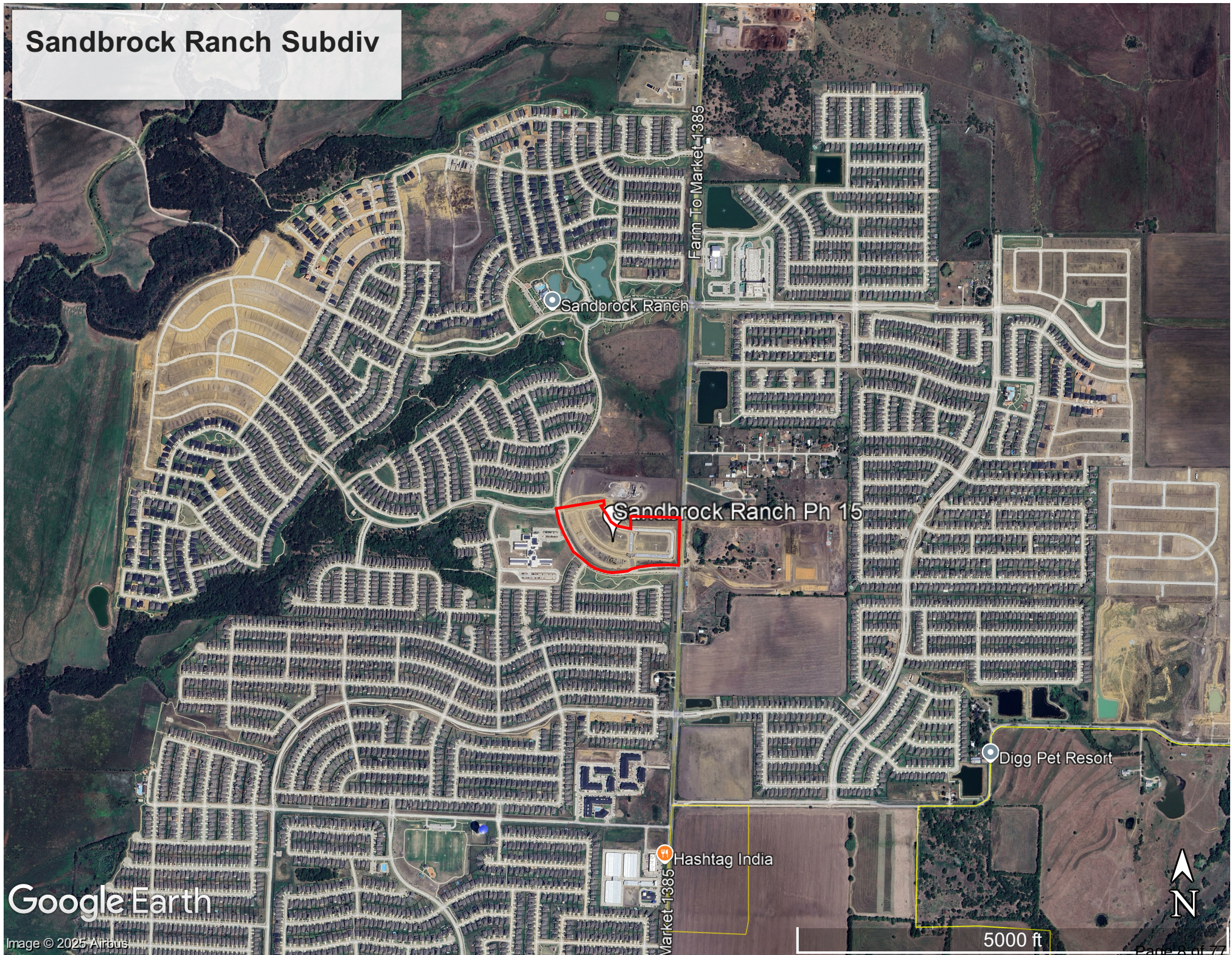
Motion to make a recommendation to the City Council to approve the Final Plat.



Google Earth

Image © 2025 Airbus

Sandbrock Ranch Subdiv



Google Earth

Image © 2025 Airbus

Hashtag India
Market 1385

5000 ft





January 15, 2025

City of Aubrey Planning Staff and
Members of the Planning and Zoning Commission
107 S. Main Street
Aubrey, Texas 76227

**RE: Sandbrock Ranch, Phase 15 Final Plat
JBI Project No. ROS022**

Dear Planning Staff and Planning and Zoning Commission Members,

On behalf of Horizon/Deer Creek Development Corp. please accept this letter of intent to consider approval of a Final Plat for Sandbrock Ranch, Phase 15. The plat area is 16.682 acres consisting of 72 residential single-family lots and 1 right-of-way lot. This project is located within the Sandbrock Ranch Development of Denton County Municipal Utility District No. 6 at the intersection of Aubrey Parkway and FM1385. Three common areas are proposed with this plat. These common areas will be used to enhance the neighborhood astatically, provide residences meeting areas and recreational areas. A development agreement record exists for Sandbrock Ranch (Doc/Num: 2005-86674). The proposed lot sizes adhere to the approved Development Standards found in Exhibit D1 of the Development Agreement. This plat will provide 72 variance SF-5.5 residential lots.

Mustang Special Utility District will provide water and wastewater services to this project. The infrastructure has been installed and is pending acceptance by Mustang Special Utility District, included with this submittal are the Approved For Construction plans for the project.

The storm water runoff within this project will be directed within the streets via curb and gutters to proposed curb inlets and drainage pipes. The storm water collection system will be designed to convey the 100-year storm within a pipe system that will convey the flow to the existing Little Elm Creek. The infrastructure has been installed and is pending acceptance by Denton County MUD No. 6, included with this submittal are the Approved For Construction plans for this project.

We respectfully request this Final Plat be considered at the next Planning and Zoning Commission meeting. Please contact me if you have any questions.

Sincerely,

JBI PARTNERS, INC.

A handwritten signature in blue ink, appearing to read "Tyler Perkins", written in a cursive style.

Tyler Perkins, P.E.
972.738.0231
tperkins@jbipartners.com

- NOTES:
1. THIS PLAT CONFORMS TO REQUIREMENTS OF THE DEVELOPMENT AGREEMENT FOR THIS PROPERTY RECORDED IN DOCUMENT NUMBER 2005-88674 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 FORTH 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. 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.
 7. 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.
 8. 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.
 9. 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.
 10. ALL CORNERS ARE ONE-HALF INCH IRON ROD SET WITH A YELLOW CAP STAMPED "JBI", UNLESS NOTED OTHERWISE.
 11. DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING CONDITIONS.
 12. 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.
 13. MUSTANG SPECIAL UTILITY DISTRICT IS THE WATER/WASTEWATER PROVIDER. (7985 FM2931, Aubrey, TX 76227)
 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, the subject property is located within Zone "X" (Areas determined to be outside of the 0.2% Annual Chance Floodplain). 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 Surveyor.

- LEGEND
- CIRF CAPPED IRON ROD FOUND
 - CIRS CAPPED IRON ROD SET (STAMPED "JBI")
 - 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
 - PDE PRIVATE DRAINAGE EASEMENT
 - SVE SIGHT VISIBILITY EASEMENT
 - R RADIUS
 - STREET NAME CHANGE INDICATOR
 - SIDEYARD EASEMENT NOTATION (SEE TYPICAL LOT EASEMENT DETAIL)

	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
PHASE 14	0	0	43	80	0	123
PHASE 15	0	0	0	0	72	72
PHASE 16	0	0	0	0	0	0
TOTAL	0	0	884	901	498	2,283

LINE TABLE		
NO.	BEARING	LENGTH
L1	S88°34'19"E	59.82'
L2	S55°25'05"E	14.41'
L3	S48°25'54"E	15.29'
L4	N46°25'41"E	14.14'
L5	N34°30'20"E	13.85'
L6	S56°04'10"E	14.58'
L7	S43°34'19"E	14.14'
L8	N40°46'23"E	12.68'
L9	S43°34'19"E	14.14'
L10	N46°25'41"E	14.14'
L11	N43°34'19"W	14.14'
L12	N46°25'41"E	14.14'
L13	S86°28'30"E	126.58'
L14	N36°47'50"E	14.41'
L15	N83°57'26"E	50.00'
L16	S53°07'35"E	13.85'
L17	S04°00'15"E	50.00'
L18	S35°44'34"W	13.05'
L19	S30°00'19"W	7.54'
L20	S58°48'38"E	6.37'
L21	N49°47'00"E	27.17'

CURVE TABLE				
NO.	LENGTH	DELTA	RADIUS	TANGENT
C1	82.44'	017°23'52"	271.50'	41.54'
C2	63.45'	015°54'38"	228.50'	31.93'
C3	14.25'	001°03'09"	776.00'	7.13'
C4	11.40'	000°53'59"	726.00'	5.70'
C5	13.46'	000°59'42"	775.00'	6.73'
C6	140.45'	018°32'32"	434.00'	70.85'
C7	222.26'	055°51'16"	228.00'	120.86'
C8	306.81'	023°24'26"	751.00'	155.57'
C9	531.29'	055°51'16"	545.00'	288.89'
C10	60.99'	011°38'51"	300.00'	30.60'
C11	246.64'	055°51'16"	253.00'	134.11'
C12	187.05'	023°20'54"	459.00'	94.84'
C13	79.09'	005°39'51"	800.00'	39.58'
C14	47.83'	003°38'57"	751.00'	23.92'
C15	39.64'	000°49'00"	2781.00'	19.82'

LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
A-1	6,327	0.145
A-2	5,786	0.133
A-3	5,786	0.133
A-4	5,786	0.133
A-5	5,786	0.133
A-6	5,871	0.135
A-7	5,885	0.135
A-8	5,885	0.135
A-9	5,885	0.135
A-10	5,885	0.135
A-11	5,885	0.135
A-12	5,885	0.135
A-13	5,885	0.135
A-14	5,885	0.135
A-15	5,885	0.135

LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
A-16	5,885	0.135
A-17	5,885	0.135
A-18	5,885	0.135
A-19	5,831	0.134
A-20X	64,705	1.485
B-1	6,463	0.148
B-2	5,750	0.132
B-3	5,750	0.132
B-4	5,750	0.132
B-5	6,360	0.146
B-6	6,422	0.147
B-7	5,909	0.136
B-8	5,909	0.136
B-9	5,909	0.136
B-10	5,909	0.136

LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
B-11	5,909	0.136
B-12	5,909	0.136
B-13	5,977	0.137
B-14	7,281	0.167
B-15	7,403	0.170
B-16	6,458	0.148
B-17	6,458	0.148
B-18	6,458	0.148
B-19	6,458	0.148
B-20	6,458	0.148
B-21	6,337	0.145
B-22	6,155	0.141
B-23	6,155	0.141
B-24	6,612	0.152
B-25X	4,749	0.109

LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
C-1	6,605	0.152
C-2	5,445	0.125
C-3	5,445	0.125
C-4	5,445	0.125
C-5	5,445	0.125
C-6	5,445	0.125
C-7	5,445	0.125
C-8	5,445	0.125
C-9	6,605	0.152
C-10	6,605	0.152
C-11	5,445	0.125
C-12	5,445	0.125
C-13	5,445	0.125
C-14	5,445	0.125
C-15	5,445	0.125

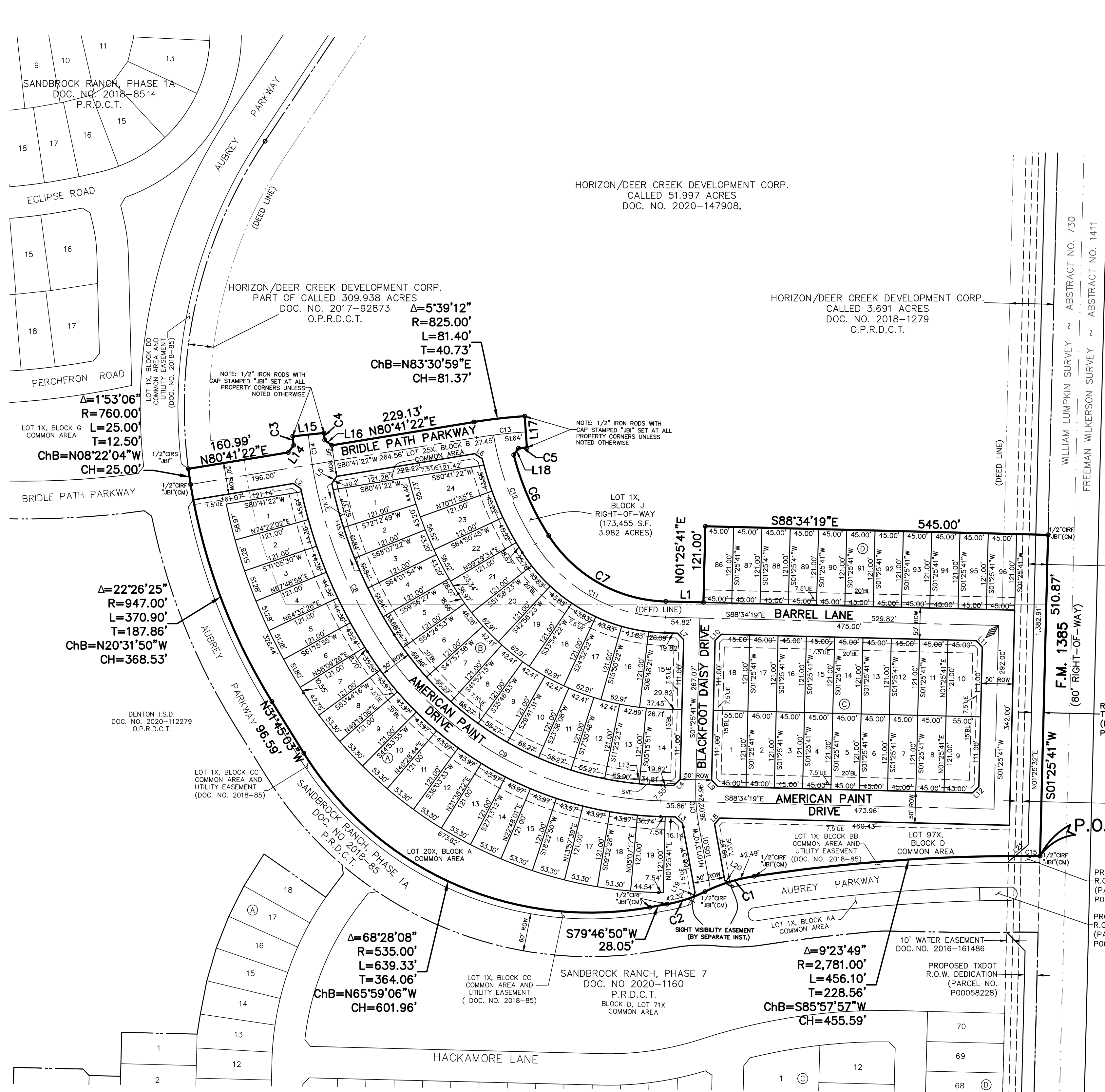
JANUARY 14, 2025 Sheet 1 of 2

BASIS OF BEARINGS

The bearings shown and recited hereon are referenced to the Texas State Plane Coordinate System - Texas North Central Zone No. 4202 - NAD 83 (surface to grid scale factor 0.999849392677).

SPECIAL NOTE TO LOT SURVEYORS:

1. REFER TO TYPICAL LOT EASEMENT DETAIL FOR 2' DRAINAGE EASEMENTS AND 5' WALL MAINTENANCE EASEMENTS.



FINAL PLAT
SANDBROOK RANCH, PHASE 15

BLOCK A, LOTS 1-19, 20X; BLOCK B, LOTS 1-24, 25X;
BLOCK C, LOTS 1-18; BLOCK D, LOTS 86-96, 97X
BLOCK J, LOT 1X.

16.682 ACRES OUT OF THE
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
CITY OF AUBREY ETJ

MUNICIPAL UTILITY DISTRICT NO. 6
DENTON COUNTY, TEXAS

HORIZON/DEER CREEK DEVELOPMENT CORP. OWNER/DEVELOPER

5760 Legacy Drive, Suite B3-388 (972) 789-3500
Plano, Texas 75024

JB1 PARTNERS, INC. SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 (972)248-7676
Carrollton, Texas 75006

TBPE No. F-438 TBPLS No. 10076000

72 RESIDENTIAL LOTS
3 COMMON AREA LOTS
1 RIGHT-OF-WAY LOTS

LEGAL DESCRIPTION

BEING a tract of land located in the William Lumpkin Survey, Abstract No. 730, Denton County, Texas, being part of that called 309.938 acre tract of land described in deed to Horizon/Deer Creek Development Corporation as recorded in Document No. 2017-92873, part of that called 3.691 acre tract of land described in deed to Horizon/Deer Creek Development Corporation as recorded in Document No. 2018-1279 and part of that called 51.997 acre tract described in deed to Horizon/Deer Creek Development Corporation as recorded in Document No. 2020-147908, all in the Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a one-half iron rod with cap stamped "JBI" found (hereinafter called "capped iron rod found") in the east line of said 309.938 acre tract, said point being located in the west right-of-way line of F.M. Highway No. 1385 (80 foot R.O.W. at this point), being the northeast corner of Lot 1X, Block BB, Sandbrock Ranch, Phase 1A, an addition to Denton County, Texas as recorded as Document No. 2018-85, Plat Records, Denton County, Texas;

THENCE along a northerly and easterly line of said Sandbrock Ranch Phase 1A as follows:

Along a curve to the left through a central angle of 09 degrees 23 minutes 49 seconds, having a radius of 2781.00 feet, an arc length of 456.10 feet, a chord bearing of South 85 degrees 57 minutes 57 seconds West and a chord distance of 455.59 feet to a capped iron rod found for corner, the beginning of a compound curve to the left;

Along said curve to the left through a central angle of 17 degrees 23 minutes 52 seconds, having a radius of 271.50 feet, an arc length of 82.44 feet, a chord bearing of South 72 degrees 34 minutes 07 seconds West and a chord distance of 82.12 feet to a capped iron rod found for corner, the beginning of a reverse curve to the right;

Along said curve to the right through a central angle of 15 degrees 54 minutes 38 seconds, having a radius of 228.50 feet, an arc length of 63.45 feet, a chord bearing of South 71 degrees 49 minutes 30 seconds West and a chord distance of 63.25 feet to a capped iron rod found for corner;

South 79 degrees 46 minutes 50 seconds West for a distance of 28.05 feet to a capped iron rod found for corner, the beginning of a curve to the right;

Along said curve to the right through a central angle of 68 degrees 28 minutes 08 seconds, having a radius of 535.00 feet, an arc length of 639.33 feet, a chord bearing of North 65 degrees 59 minutes 06 seconds West and a chord distance of 601.96 feet to a one-half inch iron rod with cap stamped "JBI" set for corner (hereinafter called "capped iron rod set");

North 31 degrees 45 minutes 03 seconds West for a distance of 96.59 feet to a capped iron rod set for corner, the beginning of a curve to the right;

Along said curve to the right through a central angle of 22 degrees 26 minutes 25 seconds, having a radius of 947.00 feet, an arc length of 370.90 feet, a chord bearing of North 20 degrees 31 minutes 50 seconds West and a chord distance of 368.53 feet to a capped iron rod found for corner, the beginning of a compound curve to the right;

Along said curve to the right through a central angle of 01 degrees 53 minutes 06 seconds, having a radius of 760.00 feet, an arc length of 25.00 feet, a chord bearing of North 08 degrees 22 minutes 04 seconds West, and a chord distance of 25.00 feet to a capped iron rod set for corner;

THENCE departing said easterly line of said Sandbrock Ranch Phase 1A, North 80 degrees 41 minutes 22 seconds East for a distance of 160.99 feet to a capped iron rod set for corner;

THENCE, North 36 degrees 47 minutes 50 seconds East, a distance of 14.41 feet to a capped iron rod set for corner, the beginning of a non-tangent curve to the right;

THENCE, along said curve to the right through a central angle of 01 degrees 03 minutes 59 seconds, having a radius of 776.00 feet, an arc length of 14.25 feet, a chord bearing of North 06 degrees 11 minutes 59 seconds West and a chord distance of 14.25 feet to a capped iron rod set for corner;

THENCE, North 83 degrees 57 minutes 26 seconds East for a distance of 50.00 feet to a capped iron rod set for corner, the beginning of a non-tangent curve to the left;

THENCE, along said curve to the left through a central angle of 00 degrees 53 minutes 59 seconds, having a radius of 726.00 feet, an arc length of 11.40 feet, a chord bearing of South 06 degrees 05 minutes 53 seconds and a chord distance of 11.40 feet to a capped iron rod set for corner;

THENCE, South 53 degrees 07 minutes 35 seconds East for a distance of 13.85 feet to a capped iron rod set for corner;

THENCE, North 80 degrees 41 minutes 22 seconds East for a distance of 229.13 feet to a capped iron rod set for corner for the beginning of a curve to the right;

THENCE, along said curve to the right through a central angle of 05 degrees 39 minutes 12 seconds, having a radius of 825.00 feet, an arc length of 81.40 feet, a chord bearing of North 83 degrees 30 minutes 59 seconds East and a chord distance of 81.37 feet to a capped iron rod set for corner;

THENCE, South 04 degrees 00 minutes 15 seconds East for a distance of 50.00 feet to a capped iron rod set for corner, the beginning of a non-tangent curve to the left;

THENCE, along said curve to the left through a central angle of 00 degrees 59 minutes 42 seconds, having a radius of 775.00 feet, an arc length of 13.46 feet, a chord bearing of South 85 degrees 52 minutes 05 seconds West and a chord distance of 13.46 feet to a capped iron rod set for corner;

THENCE, South 35 degrees 44 minutes 34 seconds West for a distance of 13.05 feet to a capped iron rod set for corner, the beginning of a non-tangent curve to the left;

Along said curve to the left through a central angle of 18 degrees 32 minutes 32 seconds, having a radius of 434.00 feet, an arc length of 140.45 feet, a chord bearing South 23 degrees 26 minutes 47 seconds East and a chord distance of 139.84 feet to a capped iron rod set for corner, the beginning of a compound curve to the left;

Along said curve to the left through a central angle of 55 degrees 51 minutes 16 seconds, having a radius of 228.00 feet, an arc length of 222.26 feet, chord bearing South 60 degrees 38 minutes 41 seconds East for a distance of 213.57 feet to a capped iron rod set for corner;

South 88 degrees 34 minutes 19 seconds East for a distance of 59.82 feet to a capped iron rod set for corner;

North 01 degrees 25 minutes 41 seconds East for a distance of 121.00 feet to a capped iron rod set for corner;

South 88 degrees 34 minutes 19 seconds East for a distance of 545.00 feet to a capped iron rod found for corner in the east line of said 3.691 acre tract and the west right-of-way line of F.M. Highway No. 1385

THENCE South 01 degrees 25 minutes 41 seconds West for a distance of 510.87 feet to the POINT OF BEGINNING and containing 726,655 square feet or 16.682 acres of land.

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HORIZON/DEER CREEK DEVELOPMENT CORP., acting by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as **SANDBROCK RANCH, PHASE 15**, an addition to Denton County, Texas, and does 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 _____, 2025.

HORIZON/DEER CREEK DEVELOPMENT CORPORATION, a Texas corporation

By: _____
Rod Sanders, President

STATE OF TEXAS §

COUNTY OF COLLIN §

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 _____, 2025.

Notary Public in and for the State of Texas

UTRWD Easement Plat Notes

1. UPPER TRINITY REGIONAL WATER DISTRICT (UTRWD) hereby retains all its preexisting dominant and superior legal property rights established in instrument NO. 2003-R0026778. All work, crossings and other activities within the easement shall be submitted to UTRWD for review and approval. No work shall be performed within UTRWD's easement without written authorization from UTRWD. Contact UTRWD at 972-219-1228 and www.utrwd.com.

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 _____ day of _____, 2025.

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

William J. Johnson, R.P.L.S. No. 5426



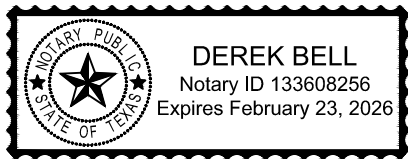
STATE OF TEXAS §

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 ____ day of _____, 2025.

Notary Public, State of Texas



CERTIFICATE OF FINAL PLAT APPROVAL

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

_____ day of _____, 2025.

Chris Rich, Mayor
City of Aubrey, Texas

FINAL PLAT
SANDBROCK RANCH, PHASE 15

BLOCK A, LOTS 1-19, 20X; BLOCK B, LOTS 1-24, 25X;
BLOCK C, LOTS 1-18; BLOCK D, LOTS 86-96, 97X
BLOCK J, LOT 1X.

16.682 ACRES OUT OF THE
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
CITY OF AUBREY ETJ

MUNICIPAL UTILITY DISTRICT NO. 6
DENTON COUNTY, TEXAS

HORIZON/DEER CREEK DEVELOPMENT CORP. **OWNER/DEVELOPER**

5760 Legacy Drive, Suite B3-388 (972) 789-3500
Plano, Texas 75024

JB PARTNERS, INC. **SURVEYOR/ENGINEER**

2121 Midway Road, Suite 300 (972)248-7676
Carrollton, Texas 75006

TBPE No. F-438 TBPLS No. 10076000

72 RESIDENTIAL LOTS
3 COMMON AREA LOTS
1 RIGHT-OF-WAY LOTS

JANUARY 14, 2025 Sheet 2 of 2

SPECIAL NOTE TO LOT SURVEYORS:

1. REFER TO TYPICAL LOT EASEMENT DETAIL FOR 2' DRAINAGE EASEMENTS AND 5' WALL MAINTENANCE EASEMENTS.

WINSTEAD

November 30, 2004

direct dial: 214.745.5149
jmarshall@winstead.comMr. Jay Hawes
Provident Realty Advisors
5400 LBJ Freeway, Suite 975
Dallas, TX 75240

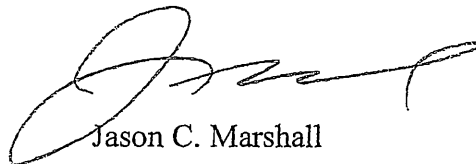
Re: Development Agreement, City of Aubrey

Dear Jay:

Please find enclosed two originally executed counterparts of the Development Agreement between Sandbrock Investments, Inc. and the City of Aubrey.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Jason C. MarshallJCM:lkf
EnclosuresDallas_1\4075278\1
19550-11 11/29/2004

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into by and between the City of Aubrey, Texas, a general law city (the "City"), and SANDBROCK INVESTMENTS, INC., a Texas corporation ("Owner").

RECITALS:

WHEREAS, Owner is the owner of the approximately 2,422 acres of land described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Property is located wholly outside the extraterritorial jurisdiction ("ETJ") of the City; not in the ETJ of any other city; and contiguous to the ETJ of the City at or near F.M. Road 2931 and F.M. Road 1385; and

WHEREAS, Owner desires to begin planning for the long term development of the Property, including the providing of water, sanitary sewer, drainage and roads to serve the Property, and the City is desirous of assisting in such planning; and

WHEREAS, the Property lies within an area for which Mustang Special Utility District ("Mustang SUD") has been certificated by the Texas Commission on Environmental Quality ("TCEQ") for the providing of retail water and sanitary sewer service; and

WHEREAS, Owner is amenable to Mustang SUD acting as the retail provider of water and sanitary sewer service to the Property, but Owner wishes to create one or more conservation and reclamation districts encompassing all of the Property in order to finance the construction of the water, sanitary sewer and drainage facilities and roads serving the Property; and

WHEREAS, following the construction of the water and sanitary sewer facilities Owner intends to turn such facilities over to Mustang SUD for operation and maintenance; and

WHEREAS, following construction of the drainage improvements and roads, Owner intends the conservation and reclamation district encompassing such facilities to be responsible for the operation and maintenance of such facilities; and

WHEREAS, the City and Denton County have entered into an agreement pursuant to which the City reviews and approves plats within the ETJ of the City; and

WHEREAS, Owner desires to include the Property in the ETJ of the City if the City is willing to (i) establish the long term development standards for the Property, and (ii) consent to the creation of the conservation and reclamation district(s) serving the Property.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the parties agree as follows:

AGREEMENT:

1. Expansion of ETJ. This Agreement shall constitute Owner's request for the City to include the Property in the ETJ of the City. Simultaneously, with the approval of this Agreement, the City shall adopt an Ordinance expanding the City's ETJ to include the Property.

2. Ordinance Consenting to Creation of a Conservation and Reclamation District. Simultaneously with the City expanding its ETJ to include the Property, the City shall adopt (i) the Ordinance attached hereto as Exhibit "B", consenting to the creation of a fresh water supply district operating pursuant to Texas Water Code, Chapter 53 and related statutes encompassing the Property (the "FWSD") and requesting the Denton County Commissioners Court create the FWSD, and (ii) the Ordinance attached hereto as Exhibit "C," consenting, in the alternative, to the creation of three (3) municipal utility districts to serve the Property (the "MUDs").

Following the City's adoption of the above ordinances Owner will proceed to create either the FWSD or the MUDs to serve the Property.

3. Development Standards. Upon the City's approval of Owner's request for expansion of the City's ETJ to include the Property, Owner agrees to develop the Property in accordance with the development standards attached hereto as Exhibit "D-1" and "D-2" (the "Development Standards"). The Development Standards shall be the sole development standards applicable to the Property.

4. It is expressly understood and agreed that the City shall have no involvement, right of control, supervision or direction over the development of the Property nor the means, methods, sequences, procedures and techniques utilized to complete any of the Development. There shall be no joint control over any of the development design or construction. Developer agrees to fully defend, indemnify and hold harmless the City from any claim, proceeding, cause of action, judgment, penalty or any other cost or expense, including, but not limited to, attorneys fees, arising or growing out of or associated with any part of the development of the Property by the Developer, its contractors, subcontractors or any of their agents, representatives or assigns.

5. Facilities Plan. Upon the City's approval of Owner's request for expansion of the City's ETJ to include the Property, Owner agrees that development of the Property will include installation of water, sanitary sewer, drainage and roadway facilities. Owner agrees to cooperate in the installation of oversized water, sanitary sewer and drainage facilities, in order to serve the future needs of City's residents. The cost of installation of the oversized facilities shall be shared between City and Owner based upon Owner paying the cost of the facilities sized to serve the Property and the City paying the incremental cost of any oversizing requested by the City.

6. Interlocal Agreement Regarding Public Facilities and Services. Upon creation of either the FWSD or MUDs, the City shall enter into an agreement substantially in the form attached hereto as Exhibit "E" with the FWSD or each of the MUDs.

4. Plat Approval. Upon the ETJ of the City being expanded to include the Property, the City shall approve any required plats for the Property that are submitted and are in compliance with the Development Standards.

5. Annexation. In return for the agreements of Owner contained herein, the City agrees that it will not annex any portion of the Property into the boundaries of the City for a period of fifteen (15) years from the Effective Date hereof. Prior to the expiration of such 15-year period, the City may (but is under no obligation to) extend the immunity from annexation provided by this Agreement for additional periods not to exceed 15 years each; provided, the total duration of the immunity from annexation provided by this Agreement shall not exceed 45 years.

6. Recitals. The parties hereto agree that the Recitals contained herein are true and correct and are incorporated into the Agreement for all purposes.

7. Termination. This Agreement shall remain in effect for a period of fifteen (15) years from the Effective Date hereof. Prior to the expiration of such fifteen (15) year period, the City may (but is under no obligation to) extend the term hereof for additional periods not to exceed fifteen (15) years each; provided, the total duration of the term of this Agreement shall not exceed 45 years.

8. Entire Agreement. This Agreement, including Exhibits "A," "B," "C," "D-1," "D-2", and "E" contains the entire agreement between the parties with respect to the transactions contemplated herein.

9. Amendment. This Agreement may only be amended, altered or revoked by written instrument signed by the Owner and the City.

10. Successors and Assigns. This Agreement shall be binding upon all successors and assigns of City or Owner. Notwithstanding the preceding, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

11. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: SANDBROCK INVESTMENTS, INC.
 c/o J. Baker Corporation
 12890 Hillcrest, Suite 103
 Dallas, Texas 75230

with a copy to: Mr. Art Anderson
Winstead Sechrest & Minick
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 57270-2199

City of Aubrey: Mayor
City of Aubrey
107 S. Main Street
Aubrey, Texas 76227

with copies to: Mr. Clark McCoy
Wolfe, Tidwell & McCoy, LLP
123 N. Crockett, Suite 100
Sherman, Texas 75090

12. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

13. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Denton County, Texas. City agrees that immunity from suit is waived solely for the purpose of enforcing the terms of this agreement, if necessary.

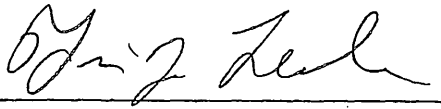
14. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

15. Authority. By executing below, City and Owner agree that they have all necessary authority to enter into this Agreement, including any necessary approval by partners, directors or council members. In particular, the parties intend that effective the date the Property is annexed into the ETJ of the City, this Agreement shall constitute an agreement entered into pursuant to the authority of Subchapter G, Chapter 212, Texas Local Government Code.

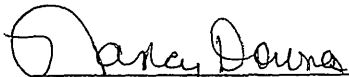
16. Effective Date. This Agreement shall take effect on the date the City adopts an Ordinance expanding the City's ETJ to include the Property (the "Effective Date").

CITY:

CITY OF AUBREY, TEXAS

By 
Mayor

Attest:


City Secretary

APPROVED AS TO FORM

Jason Marshall says
not having this signed by City attorney is OK
City Attorney

OWNER:

SANDBROCK INVESTMENTS, INC., a Texas
corporation

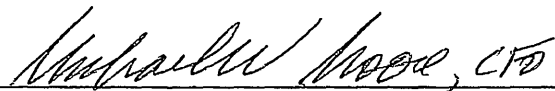
By: 
Name: Michael W. Moore
Title: CFO

Exhibit "A"
Property Description

Exhibit "B"
**City Ordinance Consenting to Creation
of a Fresh Water Supply District**

Exhibit "C"
**City Ordinance Consenting to Creation of
Certain Municipal Utility Districts**

Exhibit "D-1" "D-2"
Development Standards

Exhibit "E"
Interlocal Agreement

Exhibit "A"

Property Description

BEING a tract of land situated in the W. Lumpkin Survey, Abstract No. 730 and the F. Pollard Survey, Abstract No. 995 Denton County, Texas, the subject tract consisting of the following fourteen (14) tracts of land; that called 444.091 acre tract conveyed to M.W. Carr, Trustee, according to the Special Warranty Deed recorded in Volume 2861, Page 751 of the Land Records of Denton County, Texas (LRDCT), those tracts conveyed to Manson Harris, Trustee as follows; the six(6) tracts identified as Tracts One, Two, Six, Nine, Ten and Eleven according to the deed recorded in Volume 410, Page 361 (LRDCT); the two(2) tracts identified as Tract No. One and Tract No. Two according to the deed recorded in Volume 419, Page 357 (LRDCT), those two(2) tracts identified as First tract and Second tract according to the Warranty Deed recorded in Volume 409, Page 370 (LRDCT), a portion of that tract conveyed by the warranty deed recorded in Volume 419, page 463 (LRDCT); that tract conveyed to James Allison Cosby, Trustee, according to the General Warranty Deed recorded in Volume 665, Page 237 (LRDCT); that tract conveyed to W. Place Carr, III according to the Warranty Deed recorded in Volume 5304, Page 0629; and that tract conveyed to William Plack Carr, Jr. according to the General Warranty Deed recorded in Volume 871, Page 381 (LRDCT), the total subject tract being more particularly described as follows;

BEGINNING at a point on the East line of FM 2931 and at the northwest corner of a tract of land owned by said Manson Harris, Trustee according to the deed recorded in Volume 419, Page 463 (LRDCT), said beginning point further being located on the north line of said W. Lumpkin Survey Abstract No. 730 and approximately 476.4 feet Easterly from the northwest corner of said W. Lumpkin Survey, a 1/2" iron pin with a cap stamped Tipton Engineering, Inc. set at corner, from which a wood right-of-way monument bears N 23° 12' 18" W, a distance of 163.82 feet;

THENCE, along the easterly line of said FM 2931 according to the deed recorded in Volume 573, Page 561 the following;

Around a curve to the left having a central angle of 14° 30' 13", a radius of 1,195.92 feet, and a chord of N 09° 58' 05" E - 301.92 feet, an arc distance of 302.73 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 02° 42' 59" E, a distance of 1,456.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 08° 25' 37" E, a distance of 100.50 feet to a wood highway monument found at corner;

N 02° 42' 59" E, a distance of 300.00 feet to a wood highway monument found at corner;

N 02° 59' 39" W, a distance of 100.50 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 02° 42' 59" E, a distance of 68.85 feet to the northwest corner of that tract identified as Tract 2 of said Manson Harris, Trustee deed (Volume 410, Page 361) a nail in a wood right-of-way monument found at corner;

THENCE, S 86° 30' 22" E, along the south line of a tract of land conveyed to R.W. Noble, ET UX according to the deed recorded in Volume 1726, Page 881 (LRDCT), and the north line of said Manson Harris Trustee Tract 2

(Volume 410, Page 361), distance of 3,068.71 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner in the centerline of a creek identified as Hawling Branch;

THENCE, in a southerly direction along the centerline meanders of said Hawling Branch and a common line with a tract of land conveyed to James Williams according to the deed recorded in Volume 577, Page 328 (LRDCT), the following;

S 00° 54' 06" W, a distance of 24.28 feet;

S 28° 00' 45" W, a distance of 40.68 feet;

S 30° 49' 09" E, a distance of 39.42 feet;

S 18° 53' 27" E, a distance of 58.73 feet;

S 75° 33' 59" E, a distance of 33.71 feet;

S 21° 51' 14" E, a distance of 20.06 feet to a point in the approximate centerline of Pecan Creek;

THENCE, continuing along the centerline meanders of Pecan Creek and in an Easterly direction along a common property line between the James Williams tract and a tract of land identified as Tract 2 and conveyed to Manson Harris, Trustee according to the deed recorded in Volume 409, Page 370 (LRDCT) the following;

S 67° 19' 05" E, a distance of 26.06 feet;

N 43° 07' 31" E, a distance of 53.45 feet;

N 61° 07' 26" E, a distance of 45.20 feet;

N 69° 27' 32" E, a distance of 44.65 feet;

N 79° 13' 17" E, a distance of 47.64 feet;

N 80° 21' 32" E, a distance of 119.04 feet;

S 81° 36' 44" E, a distance of 50.18 feet;

N 86° 12' 28" E, a distance of 116.29 feet;

S 67° 59' 39" E, a distance of 72.39 feet;

N 78° 01' 35" E, a distance of 60.84 feet;

N 69° 59' 16" E, a distance of 79.88 feet;

N 43° 16' 20" E, a distance of 30.34 feet to a point on the previously mentioned W. Lumpkin Survey – Abstract No. 730 north line;

THENCE, S 86° 30' 02" E, along the north line of said W. Lumpkin Survey – Abstract No. 730, the north line of said Manson Harris, Trustee Tract 2 (Volume 409, Page 370) and the south line of a tract of land conveyed to Tom L. Decker according to the deed recorded in Volume 959, Page 71 (LRDCT), a distance of 1,096.88 feet to the northeast corner of said Manson Harris, Trustee Tract 2, a PK nail found in asphalt at corner near the centerlines intersection of Coffey Road (a Public ROW) and Bonar Road (a Public ROW);

THENCE, S 86° 03' 33" E, along the approximate centerline of said Bonar Road and continuing along said W. Lumpkin Survey – Abstract No. 730 north line and the south line of the Tom L. Decker Tract and along the north line of a tract of land conveyed to Manson Harris, Trustee and identified as Tract 6 in the deed recorded in Volume 410, Page 361, a distance of 2,243.77 feet to a point being the southeast corner of a said Tom L. Decker tract, the southwest corner of a tract of land conveyed to Tom W. Mitchum according to the deed recorded in County Clerk File Number 93-0032522 (LRDCT), a 60-d nail found in asphalt at corner;

THENCE, S 83° 02' 32" E, along the common line between said Manson Harris, Trustee Tract 6 and said Tom W. Mitchum and proceeding along the centerline of said Bonar Road, a distance of 165.23 feet to a 60-d nail found at corner;

THENCE, S 74° 58' 57" E, continuing along the said Manson Harris Trustee Tract 6 north line the centerline of Bonar Road a distance of 60.76 feet to a 60d nail found in asphalt near the centerline of Pure Country Road at corner;

THENCE, continuing along the northeasterly line of said Manson Harris Trustee, Tract No. 6 and along an old abandoned ROW of Bonar Road, the following;

S 50° 12' 20" E, a distance of 78.74 feet;

S 47° 45' 47" E, a distance of 117.54 feet;

S 46° 00' 20" E, a distance of 148.71 feet;

S 34° 45' 33" E, a distance of 117.90 feet;

S 01° 21' 31" E, a distance of 101.33 feet;

S 25° 33' 40" W, a distance of 182.31 feet;

S 08° 22' 54" W, a distance of 96.08 feet;

S 24° 54' 57" E, a distance of 78.35 feet;

S 31° 53' 17" E, a distance of 151.31 feet;

S 12° 04' 56" E, a distance of 137.65 feet;

S 21° 26' 35" E, a distance of 245.92 feet to a point in the centerline of Little Elm Creek and most westerly northwesterly corner of a tract of land conveyed to M.W. Carr, Trustee according to the deed recorded in Volume 2861, Page 751 (LRDCT);

THENCE, up the meanders of the centerline of Little Elm Creek, the following;

S 60° 49' 46" E, a distance of 141.43 feet;

N 68° 40' 14" E, a distance of 204.70 feet;

N 24° 36' 46" W, a distance of 232.40 feet;

N 54° 26' 14" E, a distance of 187.00 feet;

S 64° 02' 46" E, a distance of 423.10 feet;

N 49° 18' 15" E, a distance of 159.80 feet;

N 15° 47' 14" E, a distance of 449.20 feet;

N 42° 07' 46" W, a distance of 436.60 feet;

N 30° 06' 14" E, a distance of 437.00 feet;

N 57° 08' 14" E, a distance of 180.10 feet;

N 79° 38' 14" E, a distance of 443.80 feet;

N 62° 51' 44" E, a distance of 503.70 feet;

N 80° 33' 20" E, a distance of 494.03 feet;

N 21° 34' 46" W, a distance of 230.70 feet;

N 34° 21' 46" W, a distance of 153.50 feet;

N 20° 53' 14" E, a distance of 171.30 feet;

S 82° 31' 46" E, a distance of 239.90 feet;

N 87° 11' 14" E, along or near an old fence, a distance of 84.70 feet;

THENCE, N 80° 06' 14" E, along or near a fence a distance of 361.10 feet;

THENCE, S 87° 30' 46" E, a distance of 1,094.70 feet;

THENCE, N 32° 07' 46" W, a distance of 240.90 feet;

THENCE, N 12° 06' 46" W, a distance of 161.25 feet;

THENCE, N 05° 32' 14" E, a distance of 308.30 feet;

THENCE, N 25° 37' 46" W, a distance of 306.70 feet;

THENCE, N 46° 28' 14" E, a distance of 49.30 feet;

THENCE, S 87° 15' 46" E, a distance of 420.85 feet;

THENCE, N 89° 32' 14" E, continuing along the property line between said J.T. Pickens tract and the subject tract and along or near a fence, a distance of 546.80 feet to a corner near a creek;

THENCE, N 07° 32' 14" E, a distance of 301.10 feet to a point near a creek;

THENCE, N 63° 17' 14" E, a distance of 120.20 feet to a point in Little Elm Creek;

THENCE, continuing along the previously mentioned common property line and up the centerline meanders of said Little Elm Creek, the following;

N 19° 20' 14" E, a distance of 285.40 feet;

N 37° 13' 14" E, a distance of 202.00 feet;

N 68° 34' 14" E, a distance of 108.90 feet;

N 58° 26' 14" E, a distance of 323.90 feet;

S 63° 01' 46" E, a distance of 161.60 feet;

N 68° 03' 14" E, a distance of 73.30 feet;

S 38° 19' 46" E, a distance of 137.20 feet;

S 09° 33' 46" E, a distance of 370.10 feet to a point on the west line of Farm-to-Market Road No. 1385, a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, southerly along the said Farm-to-Market Road No. 1385 westerly line, the following;

S 00° 34' 58" E, a distance of 290.34 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 05° 41' 17" E, a distance of 101.12 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 50' 34" W, a distance of 928.40 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 03° 32' 34" W, a distance of 2,157.30 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

Around a tangent curve to the right having a central angle of 02° 02' 00", a radius of 11,485.37 feet, and a chord of S 02° 31' 34" W – 407.58 feet, an arc distance of 407.60 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 01° 27' 30" W, a distance of 1,155.87 feet to a point near the centerline of Old Bonar Road (abandoned), a 1/2" iron pin found at corner, from which a 1/2" iron pin found on the east side of Farm-to-Market Road bears S 72° 30' 32" E, a distance of 95.08 feet;

THENCE, continuing along the said Farm-to-Market Road No. 1385 westerly line, the following;

S 01° 47' 07" W, a distance of 212.68 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 39' 34" W, a distance of 608.40 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 87° 20' 26" E, a distance of 5.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner, from which a 5/8" iron pin with a yellow cap stamped "Cotton" Surveying bears S 51° 29' 37" W, a distance of 2.38 feet;

S 02° 39' 34" W, a distance of 441.10 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 17' 34" W, passing 0.91 easterly of a 1/2" iron pin found at a distance of 1,293.22 feet and continuing to make a total distance of 2,658.50 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, around a non-tangent curve to the left having a central angle of 40° 57' 16", a radius of 2660.00 feet and a chord of S 71° 01' 03" W – 1861.12 feet, an arc distance of 1901.34 feet to a point on the south line of that called 160.3 acre tract conveyed to W. Plack Carr, III according to the Warranty Deed recorded in Volume 5304, Page 629

(LRDCT) and the north line of a tract of land conveyed to C.M. Jackson according to the Warranty Deed recorded in Volume 546, Page 12 (LRDCT);

THENCE, N 87° 42' 59" W, along the said W. Plack Carr, III 160.3 acre tract south line and the C.M. Jackson tract north line, a distance of 1,551.80 feet to a 1/2" iron pin found at corner;

THENCE, N 87° 46' 34" W, continuing along said W. Plack Carr, III 160.3 acre tract part of the way and along the south line of a tract of land conveyed to Manson Harris, Trustee and identified as Tract 9 by the deed recorded in Volume 410, Page 361 (LRDCT), and the north line of the previously mentioned Denton County 250, L.P. tract, a distance of 2,105.22 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, N 87° 13' 26" W, continuing along said Manson Harris, Trustee Tract 9 south line and the north line of the previously mentioned Denton County 250, L.P. tract, a distance of 401.38 feet to a point in the center line of Dry Fork Branch;

THENCE, continuing along a common line between said Manson Harris, Trustee Tract 9 and Denton County 250, L.P. tract and the meanders of the centerline of Dry Fork Branch the following;

S 01° 44' 08" W, a distance of 3.53 feet;

S 66° 52' 33" W, a distance of 42.96 feet;

S 33° 38' 42" W, a distance of 69.98 feet;

S 40° 03' 42" E, a distance of 70.10 feet;

S 55° 45' 01" W, a distance of 41.34 feet;

N 48° 48' 35" W, a distance of 59.65 feet;

S 69° 48' 08" W, a distance of 39.39 feet;

S 18° 46' 07" W, a distance of 39.69 feet;

N 85° 13' 51" W, a distance of 39.09 feet;

N 29° 38' 28" W, a distance of 49.02 feet;

S 67° 39' 14" W, a distance of 44.39 feet;

S 20° 56' 54" E, a distance of 35.20 feet;

S 51° 59' 02" W, a distance of 21.10 feet;

N 74° 18' 00" W, a distance of 56.94 feet;

S 87° 05' 41" W, a distance of 67.50 feet;

S 84° 48' 21" W, a distance of 94.67 feet;

S 01° 41' 24" W, a distance of 45.90 feet;

S 07° 55' 44" W, a distance of 54.05 feet;

S 49° 03' 20" E, a distance of 52.21 feet;

S 24° 32' 20" W, a distance of 43.50 feet;
N 34° 54' 01" W, a distance of 72.10 feet;
S 53° 27' 51" W, a distance of 49.96 feet;
N 44° 49' 29" W, a distance of 32.24 feet;
N 55° 21' 27" W, a distance of 47.42 feet;
S 89° 19' 26" W, a distance of 108.29 feet;
S 17° 00' 38" E, a distance of 68.50 feet;
S 49° 56' 33" E, a distance of 43.10 feet;
S 30° 15' 18" W, a distance of 28.51 feet;
S 17° 50' 28" E, a distance of 130.69 feet;
S 53° 14' 02" E, a distance of 113.00 feet;
S 49° 46' 29" W, a distance of 44.19 feet;
S 82° 30' 25" W, a distance of 46.29 feet;
S 55° 01' 26" W, a distance of 46.92 feet;
S 73° 59' 42" W, a distance of 73.60 feet;
S 01° 58' 50" W, a distance of 82.39 feet;
S 44° 32' 54" W, a distance of 75.88 feet;
S 60° 59' 33" W, a distance of 125.92 feet;
N 59° 16' 40" W, a distance of 8.73 feet;
N 02° 07' 41" E, a distance of 42.96 feet;
N 51° 05' 49" W, a distance of 87.66 feet;
S 56° 57' 55" W, a distance of 92.01 feet;
S 00° 11' 40" E, a distance of 44.48 feet;
N 86° 35' 20" W, a distance of 40.32 feet;
N 23° 04' 01" W, a distance of 132.38 feet;
S 67° 47' 22" W, a distance of 29.70 feet;
N 77° 54' 32" W, a distance of 91.22 feet;
N 89° 09' 38" W, a distance of 57.89 feet;

S 25° 45' 11" W, a distance of 47.92 feet;
S 48° 37' 15" W, a distance of 47.84 feet;
N 31° 57' 32" W, a distance of 38.45 feet;
S 58° 36' 40" W, a distance of 80.57 feet;
S 77° 51' 41" W, a distance of 92.67 feet;
S 25° 04' 17" W, a distance of 53.98 feet;
S 79° 04' 03" W, a distance of 40.09 feet;
S 41° 02' 33" W, a distance of 86.41 feet;
S 86° 01' 01" W, a distance of 65.70 feet;
N 53° 16' 17" W, a distance of 44.26 feet;
S 71° 51' 47" W, a distance of 53.49 feet;
S 28° 19' 23" E, a distance of 102.21 feet;
S 21° 28' 55" W, a distance of 66.43 feet;
S 31° 05' 30" E, a distance of 51.38 feet;
S 05° 58' 01" W, a distance of 107.43 feet;
S 83° 52' 10" W, a distance of 36.07 feet;
N 41° 33' 44" W, a distance of 150.73 feet;
S 17° 58' 36" W, a distance of 95.82 feet;
N 82° 04' 42" W, a distance of 31.64 feet;
N 35° 10' 48" W, a distance of 58.03 feet;
N 87° 29' 01" W, a distance of 66.68 feet;
S 32° 01' 53" W, a distance of 64.83 feet;
S 75° 23' 35" W, a distance of 136.16 feet;
S 17° 11' 11" E, a distance of 81.64 feet;
S 19° 14' 03" W, a distance of 87.30 feet;
S 10° 47' 34" E, a distance of 59.51 feet;
S 04° 45' 11" W, a distance of 21.33 feet;
N 87° 49' 28" W, a distance of 52.55 feet;

N 62° 32' 49" W, a distance of 103.03 feet;
 S 72° 39' 07" W, a distance of 37.14 feet;
 S 07° 43' 44" W, a distance of 163.03 feet;
 S 10° 00' 43" W, a distance of 13.38 feet;
 S 01° 19' 14" W, a distance of 11.09 feet;
 S 22° 33' 28" W, a distance of 21.31 feet;
 S 74° 35' 23" W, a distance of 54.36 feet;
 N 32° 00' 02" W, a distance of 61.49 feet;
 N 83° 53' 28" W, a distance of 43.49 feet;
 N 29° 07' 53" E, a distance of 155.66 feet;
 N 68° 28' 09" W, a distance of 473.34 feet to a USA Government concrete monument found at corner;
 N 21° 08' 29" W, passing, at a distance of 400.00 feet, a USA Government concrete marker found and continuing to make a total distance of 830.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;
 N 07° 57' 42" E, a distance of 549.88 feet;
 S 63° 09' 42" W, a distance of 330.00 feet;

THENCE, along the westerly line of a tract of land identified as Tract L -1031-2 as acquired by the United States of America according to the Judgement on Declaration recorded in Volume 427, Page 404 (LRDCT) the following;

S 03° 31' 42" W, a distance of 510.00 feet to a USA Government concrete marker found at corner;
 S 21° 24' 16" E, a distance of 1,365.00 feet;
 S 04° 16' 16" E, passing, at a distance of 497.59 feet, a USA Government concrete monument found, and continuing to make a total distance of 930.00 feet from which a USA Government concrete monument found bears N 06° 22' 54" W, a distance of 135.33 feet
 S 31° 43' 44" W, a distance of 1,115.00 feet;

THENCE, continuing along a USA tract the following;

N 35° 18' 33" W, a distance of 128.53 feet;
 N 01° 41' 20" E, a distance of 192.60 feet;
 N 11° 06' 20" W, a distance of 154.71 feet;
 S 30° 52' 06" W, a distance of 844.30 feet;
 S 15° 32' 04" E, a distance of 43.00 feet;

S 55° 41' 41" W, a distance of 144.60 feet;

N 33° 27' 55" W, passing a USA Government concrete marker at a distance of 501.36 feet and continuing to make a total distance of 1,003 feet;

N 65° 52' 55" W, a distance of 531.78 feet;

N 60° 30' 44" W, part of the way along an easterly line of a tract identified as Tract L – 1031-1 and acquired by the United States of America according to the Judgement on Declaration recorded in Volume 427, Page 404 (LRDCT), a total distance of 481.11 feet;

THENCE, continuing along said Tract L-1031-1 easterly line, the following;

N 10° 19' 16" E, a distance of 1,200.00 feet;

N 21° 17' 44" W, a distance of 575.00 feet;

THENCE, N 87° 15' 44" W, along the north line of said Tract L-1031-1, a distance of 125.00 feet to the southeast corner of a tract of land owned by Robert C. Francis, according to the deed recorded in County Clerk File Number 93-R0087997 (LRDCT);

THENCE, with the meanders of the centerline of Pecan Creek and westerly line of a tract of land conveyed to W.P. Carr, Jr. according to the deed recorded in Volume 817, Page 381 (LRDCT), the following;

N 14° 19' 37" W, a distance of 201.03 feet;

N 73° 56' 27" E, a distance of 155.79 feet;

N 01° 56' 45" W, a distance of 358.67 feet;

N 21° 27' 57" E, a distance of 194.01 feet;

N 01° 43' 38" E, a distance of 87.33 feet;

N 24° 34' 57" W, a distance of 50.14 feet;

N 39° 36' 40" W, a distance of 53.90 feet;

N 50° 09' 58" W, a distance of 193.14 feet;

N 36° 44' 04" W, a distance of 58.20 feet;

N 13° 31' 23" E, a distance of 104.11 feet;

N 28° 55' 40" E, a distance of 97.06 feet;

N 13° 23' 48" E, a distance of 121.30 feet;

N 20° 49' 09" E, a distance of 214.74 feet;

N 03° 31' 57" W, a distance of 78.61 feet;

N 26° 35' 51" W, a distance of 56.17 feet;

S 74° 21' 48" W, a distance of 323.40 feet;

N 47° 43' 36" W, a distance of 184.30 feet
N 01° 18' 37" W, a distance of 176.41 feet;
N 31° 50' 17" E, a distance of 144.41 feet;
N 73° 48' 26" E, a distance of 76.36 feet;
N 87° 17' 57" E, a distance of 388.23 feet;
N 12° 53' 59" E, a distance of 91.64 feet;
N 51° 40' 48" W, a distance of 110.88 feet;
N 65° 46' 04" W, a distance of 85.16 feet;
N 67° 35' 51" W, a distance of 203.95 feet;
N 24° 43' 53" W, a distance of 386.38 feet;
N 09° 34' 08" E, a distance of 121.10 feet;
N 84° 51' 30" E, a distance of 91.31 feet;
S 58° 52' 33" E, a distance of 92.02 feet;
N 65° 39' 30" E, a distance of 203.09 feet;
N 55° 22' 35" E, a distance of 143.03 feet;
N 27° 38' 53" W, a distance of 131.21 feet;
N 47° 40' 40" E, a distance of 230.19 feet;
N 56° 27' 27" E, a distance of 155.71 feet;
N 35° 32' 32" E, a distance of 89.15 feet;
N 05° 04' 15" W, a distance of 31.55 feet;
N 32° 21' 15" W, a distance of 60.86 feet;
N 53° 25' 11" W, a distance of 37.55 feet;
N 72° 33' 50" W, a distance of 224.81 feet;
N 54° 27' 52" W, a distance of 43.91 feet;
N 37° 55' 52" W, a distance of 485.32 feet;
N 28° 17' 53" E, a distance of 67.53 feet;
N 51° 05' 52" E, a distance of 122.66 feet;
N 61° 56' 21" W, a distance of 208.44 feet;

N 17° 47' 41" W, a distance of 130.57 feet;

N 70° 21' 04" E, a distance of 278.71 feet;

N 06° 17' 18" E, a distance of 113.58 feet;

N 37° 24' 02" W, a distance of 177.94 feet;

N 01° 45' 49" E, a distance of 103.77 feet;

N 63° 02' 18" E, a distance of 264.76 feet;

N 12° 55' 48" E, a distance of 151.38 feet;

THENCE, N 87° 39' 37" W, along the south line of a tract of land conveyed to Manson Harris, Trustee according to the deed recorded in Volume 419, Page 463 (LRDCT), and the north line of a tract of land conveyed to James M. Dear according to the deed filed in County Clerk File Number 95-R0026211 (LRDCT), passing a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set on line at a distance of 326.75 feet and continuing to make a total distance of 2,661.87 feet to a point on the east line of Farm-to-Market Road No. 2931, a 1/2" iron pin found at corner, from which a wooden right-of-way marker bears S 17° 32' 17" E – 1.51 feet and another wooden right-of-way marker bears S 09° 45' 26" W – 32.84 feet;

THENCE, along the said Farm-to-Market Road No. 2931 easterly line and the westerly line of said Manson Harris, Trustee tract, (Volume 419, Page 463) the following;

Around a curve to the right having a central angle of 16° 58' 33", a radius of 1,095.92 feet and a chord of N 19° 45' 08" E – 323.52 feet, an arc distance of 324.71 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner, from which a wooden right-of-way marker bears N 09° 23' 22" E, a distance of 1.05 feet;

N 28° 12' 59" E, a distance of 616.60 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

Around a tangent curve to the left having a central angle of 10° 59' 47", a radius of 1,195.92 feet and a chord of N 22° 43' 05" E - 229.17 feet, an arc distance of 229.53 feet to the PLACE OF BEGINNING with the subject tract containing 105,485,324 square feet or 2,421.6098 acres of land.

EXHIBIT "B"

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS
CONSENTING TO THE CREATION OF A FRESH WATER SUPPLY DISTRICT
ENCOMPASSING CERTAIN LANDS IN THE EXTRATERRITORIAL JURISDICTION OF
THE CITY**

WHEREAS, SANDBROCK INVESTMENTS, INC. (the "Owner") is the owner of the approximately 2,422 acres described in the attached Exhibit "A" (the "Property"); and

WHEREAS, Owner and the City of Aubrey ("City") have entered into a Development Agreement dated September 20, 2004 ("Development Agreement") which resulted in the Property being annexed into the extraterritorial jurisdiction of the City; and

WHEREAS, the Development Agreement further contemplates the development standards to be imposed upon the Property, the plan for providing water, sanitary sewer, drainage and roads to serve the Property, and the creation of one (1) fresh water supply district being created by the Denton County Commissioners Court encompassing the Property ("FWSD"); and

WHEREAS, the City is desirous of the FWSD being created to encompass all of the Property and the Property being developed in accordance with the terms of the Development Agreement.

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

Section 1. That the City Council of the City of Aubrey hereby consents to the creation of the FWSD described above and requests the Denton County Commissioners Court create the FWSD to encompass all of the Property upon receipt of a petition requesting such creation.

Section 2. That this ordinance take effect immediately from and after its passage and is accordingly so ordained.

DULY ADOPTED by the City Council of the City of Aubrey, Texas on the _____ day
of _____, 2004.

Mayor, City of Aubrey, Texas

ATTEST:

City Secretary, City of Aubrey, Texas

(CITY SEAL)

Exhibit "A"
to ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS
CONSENTING TO THE CREATION OF A FRESH WATER SUPPLY DISTRICT
ENCOMPASSING CERTAIN LANDS IN THE EXTRATERRITORIAL JURISDICTION OF
THE CITY

The "Property":

BEING a tract of land situated in the W. Lumpkin Survey, Abstract No. 730 and the F. Pollard Survey, Abstract No. 995 Denton County, Texas, the subject tract consisting of the following fourteen (14) tracts of land; that called 444.091 acre tract conveyed to M.W. Carr, Trustee, according to the Special Warranty Deed recorded in Volume 2861, Page 751 of the Land Records of Denton County, Texas (LRDCT), those tracts conveyed to Manson Harris, Trustee as follows; the six(6) tracts identified as Tracts One, Two, Six, Nine, Ten and Eleven according to the deed recorded in Volume 410, Page 361 (LRDCT); the two(2) tracts identified as Tract No. One and Tract No. Two according to the deed recorded in Volume 419, Page 357 (LRDCT), those two(2) tracts identified as First tract and Second tract according to the Warranty Deed recorded in Volume 409, Page 370 (LRDCT), a portion of that tract conveyed by the warranty deed recorded in Volume 419, page 463 (LRDCT); that tract conveyed to James Allison Cosby, Trustee, according to the General Warranty Deed recorded in Volume 665, Page 237 (LRDCT); that tract conveyed to W. Place Carr, III according to the Warranty Deed recorded in Volume 5304, Page 0629; and that tract conveyed to William Plack Carr, Jr. according to the General Warranty Deed recorded in Volume 871, Page 381 (LRDCT), the total subject tract being more particularly described as follows;

BEGINNING at a point on the East line of FM 2931 and at the northwest corner of a tract of land owned by said Manson Harris, Trustee according to the deed recorded in Volume 419, Page 463 (LRDCT), said beginning point further being located on the north line of said W. Lumpkin Survey Abstract No. 730 and approximately 476.4 feet Easterly from the northwest corner of said W. Lumpkin Survey, a 1/2" iron pin with a cap stamped Tipton Engineering, Inc. set at corner, from which a wood right-of-way monument bears N 23° 12' 18" W, a distance of 163.82 feet;

THENCE, along the easterly line of said FM 2931 according to the deed recorded in Volume 573, Page 561 the following;

Around a curve to the left having a central angle of 14° 30' 13", a radius of 1,195.92 feet, and a chord of N 09° 58' 05" E - 301.92 feet, an arc distance of 302.73 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 02° 42' 59" E, a distance of 1,456.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 08° 25' 37" E, a distance of 100.50 feet to a wood highway monument found at corner;

N 02° 42' 59" E, a distance of 300.00 feet to a wood highway monument found at corner;

N 02° 59' 39" W, a distance of 100.50 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

N 02° 42' 59" E, a distance of 68.85 feet to the northwest corner of that tract identified as Tract 2 of said Manson Harris, Trustee deed (Volume 410, Page 361) a nail in a wood right-of-way monument found at corner;

THENCE, S 86° 30' 22" E, along the south line of a tract of land conveyed to R.W. Noble, ET UX according to the deed recorded in Volume 1726, Page 881 (LRDCT), and the north line of said Manson Harris Trustee Tract 2 (Volume 410, Page 361), distance of 3,068.71 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner in the centerline of a creek identified as Hawling Branch;

THENCE, in a southerly direction along the centerline meanders of said Hawling Branch and a common line with a tract of land conveyed to James Williams according to the deed recorded in Volume 577, Page 328 (LRDCT), the following;

S 00° 54' 06" W, a distance of 24.28 feet;

S 28° 00' 45" W, a distance of 40.68 feet;

S 30° 49' 09" E, a distance of 39.42 feet;

S 18° 53' 27" E, a distance of 58.73 feet;

S 75° 33' 59" E, a distance of 33.71 feet;

S 21° 51' 14" E, a distance of 20.06 feet to a point in the approximate centerline of Pecan Creek;

THENCE, continuing along the centerline meanders of Pecan Creek and in an Easterly direction along a common property line between the James Williams tract and a tract of land identified as Tract 2 and conveyed to Manson Harris, Trustee according to the deed recorded in Volume 409, Page 370 (LRDCT) the following;

S 67° 19' 05" E, a distance of 26.06 feet;

N 43° 07' 31" E, a distance of 53.45 feet;

N 61° 07' 26" E, a distance of 45.20 feet;

N 69° 27' 32" E, a distance of 44.65 feet;

N 79° 13' 17" E, a distance of 47.64 feet;

N 80° 21' 32" E, a distance of 119.04 feet;

S 81° 36' 44" E, a distance of 50.18 feet;

N 86° 12' 28" E, a distance of 116.29 feet;

S 67° 59' 39" E, a distance of 72.39 feet;

N 78° 01' 35" E, a distance of 60.84 feet;

N 69° 59' 16" E, a distance of 79.88 feet;

N 43° 16' 20" E, a distance of 30.34 feet to a point on the previously mentioned W. Lumpkin Survey – Abstract No. 730 north line;

THENCE, S 86° 30' 02" E, along the north line of said W. Lumpkin Survey – Abstract No. 730, the north line of said Manson Harris, Trustee Tract 2 (Volume 409, Page 370) and the south line of a tract of land conveyed to Tom L. Decker according to the deed recorded in Volume 959, Page 71 (LRDCT), a distance of 1,096.88 feet to the northeast corner of said Manson Harris, Trustee Tract 2, a PK nail found in asphalt at corner near the centerlines intersection of Coffey Road (a Public ROW) and Bonar Road (a Public ROW);

THENCE, S 86° 03' 33" E, along the approximate centerline of said Bonar Road and continuing along said W. Lumpkin Survey – Abstract No. 730 north line and the south line of the Tom L. Decker Tract and along the north line of a tract of land conveyed to Manson Harris, Trustee and identified as Tract 6 in the deed recorded in Volume 410, Page 361, a distance of 2,243.77 feet to a point being the southeast corner of a said Tom L. Decker tract, the southwest corner of a tract of land conveyed to Tom W. Mitchum according to the deed recorded in County Clerk File Number 93-0032522 (LRDCT), a 60-d nail found in asphalt at corner;

THENCE, S 83° 02' 32" E, along the common line between said Manson Harris, Trustee Tract 6 and said Tom W. Mitchum and proceeding along the centerline of said Bonar Road, a distance of 165.23 feet to a 60-d nail found at corner;

THENCE, S 74° 58' 57" E, continuing along the said Manson Harris Trustee Tract 6 north line the centerline of Bonar Road a distance of 60.76 feet to a 60d nail found in asphalt near the centerline of Pure Country Road at corner;

THENCE, continuing along the northeasterly line of said Manson Harris Trustee, Tract No. 6 and along an old abandoned ROW of Bonar Road, the following;

S 50° 12' 20" E, a distance of 78.74 feet;

S 47° 45' 47" E, a distance of 117.54 feet;

S 46° 00' 20" E, a distance of 148.71 feet;

S 34° 45' 33" E, a distance of 117.90 feet;

S 01° 21' 31" E, a distance of 101.33 feet;

S 25° 33' 40" W, a distance of 182.31 feet;

S 08° 22' 54" W, a distance of 96.08 feet;

S 24° 54' 57" E, a distance of 78.35 feet;

S 31° 53' 17" E, a distance of 151.31 feet;

S 12° 04' 56" E, a distance of 137.65 feet;

S 21° 26' 35" E, a distance of 245.92 feet to a point in the centerline of Little Elm Creek and most westerly northwesterly corner of a tract of land conveyed to M.W. Carr, Trustee according to the deed recorded in Volume 2861, Page 751 (LRDCT);

THENCE, up the meanders of the centerline of Little Elm Creek, the following;

S 60° 49' 46" E, a distance of 141.43 feet;

N 68° 40' 14" E, a distance of 204.70 feet;

N 24° 36' 46" W, a distance of 232.40 feet;

N 54° 26' 14" E, a distance of 187.00 feet;
S 64° 02' 46" E, a distance of 423.10 feet;
N 49° 18' 15" E, a distance of 159.80 feet;
N 15° 47' 14" E, a distance of 449.20 feet;
N 42° 07' 46" W, a distance of 436.60 feet;
N 30° 06' 14" E, a distance of 437.00 feet;
N 57° 08' 14" E, a distance of 180.10 feet;
N 79° 38' 14" E, a distance of 443.80 feet;
N 62° 51' 44" E, a distance of 503.70 feet;
N 80° 33' 20" E, a distance of 494.03 feet;
N 21° 34' 46" W, a distance of 230.70 feet;
N 34° 21' 46" W, a distance of 153.50 feet;
N 20° 53' 14" E, a distance of 171.30 feet;
S 82° 31' 46" E, a distance of 239.90 feet;
N 87° 11' 14" E, along or near an old fence, a distance of 84.70 feet;

THENCE, N 80° 06' 14" E, along or near a fence a distance of 361.10 feet;

THENCE, S 87° 30' 46" E, a distance of 1,094.70 feet;

THENCE, N 32° 07' 46" W, a distance of 240.90 feet;

THENCE, N 12° 06' 46" W, a distance of 161.25 feet;

THENCE, N 05° 32' 14" E, a distance of 308.30 feet;

THENCE, N 25° 37' 46" W, a distance of 306.70 feet;

THENCE, N 46° 28' 14" E, a distance of 49.30 feet;

THENCE, S 87° 15' 46" E, a distance of 420.85 feet;

THENCE, N 89° 32' 14" E, continuing along the property line between said J.T. Pickens tract and the subject tract and along or near a fence, a distance of 546.80 feet to a corner near a creek;

THENCE, N 07° 32' 14" E, a distance of 301.10 feet to a point near a creek;

THENCE, N 63° 17' 14" E, a distance of 120.20 feet to a point in Little Elm Creek;

THENCE, continuing along the previously mentioned common property line and up the centerline meanders of said Little Elm Creek, the following;

N 19° 20' 14" E, a distance of 285.40 feet;

N 37° 13' 14" E, a distance of 202.00 feet;

N 68° 34' 14" E, a distance of 108.90 feet;

N 58° 26' 14" E, a distance of 323.90 feet;

S 63° 01' 46" E, a distance of 161.60 feet;

N 68° 03' 14" E, a distance of 73.30 feet;

S 38° 19' 46" E, a distance of 137.20 feet;

S 09° 33' 46" E, a distance of 370.10 feet to a point on the west line of Farm-to-Market Road No. 1385, a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, southerly along the said Farm-to-Market Road No. 1385 westerly line, the following;

S 00° 34' 58" E, a distance of 290.34 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 05° 41' 17" E, a distance of 101.12 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 50' 34" W, a distance of 928.40 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 03° 32' 34" W, a distance of 2,157.30 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

Around a tangent curve to the right having a central angle of 02° 02' 00", a radius of 11,485.37 feet, and a chord of S 02° 31' 34" W – 407.58 feet, an arc distance of 407.60 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 01° 27' 30" W, a distance of 1,155.87 feet to a point near the centerline of Old Bonar Road (abandoned), a 1/2" iron pin found at corner, from which a 1/2" iron pin found on the east side of Farm-to-Market Road bears S 72° 30' 32" E, a distance of 95.08 feet;

THENCE, continuing along the said Farm-to-Market Road No. 1385 westerly line, the following;

S 01° 47' 07" W, a distance of 212.68 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 39' 34" W, a distance of 608.40 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 87° 20' 26" E, a distance of 5.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner, from which a 5/8" iron pin with a yellow cap stamped "Cotton" Surveying bears S 51° 29' 37" W, a distance of 2.38 feet;

S 02° 39' 34" W, a distance of 441.10 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

S 02° 17' 34" W, passing 0.91 easterly of a 1/2" iron pin found at a distance of 1,293.22 feet and continuing to make a total distance of 2,658.50 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, around a non-tangent curve to the left having a central angle of 40° 57' 16", a radius of 2660.00 feet and a chord of S 71° 01' 03" W – 1861.12 feet, an arc distance of 1901.34 feet to a point on the south line of that called 160.3 acre tract conveyed to W. Plack Carr, III according to the Warranty Deed recorded in Volume 5304, Page 629 (LRDCT) and the north line of a tract of land conveyed to C.M. Jackson according to the Warranty Deed recorded in Volume 546, Page 12 (LRDCT);

THENCE, N 87° 42' 59" W, along the said W. Plack Carr, III 160.3 acre tract south line and the C.M. Jackson tract north line, a distance of 1,551.80 feet to a 1/2" iron pin found at corner;

THENCE, N 87° 46' 34" W, continuing along said W. Plack Carr, III 160.3 acre tract part of the way and along the south line of a tract of land conveyed to Manson Harris, Trustee and identified as Tract 9 by the deed recorded in Volume 410, Page 361 (LRDCT); and the north line of the previously mentioned Denton County 250, L.P. tract, a distance of 2,105.22 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, N 87° 13' 26" W, continuing along said Manson Harris, Trustee Tract 9 south line and the north line of the previously mentioned Denton County 250, L.P. tract, a distance of 401.38 feet to a point in the center line of Dry Fork Branch;

THENCE, continuing along a common line between said Manson Harris, Trustee Tract 9 and Denton County 250, L.P. tract and the meanders of the centerline of Dry Fork Branch the following;

S 01° 44' 08" W, a distance of 3.53 feet;

S 66° 52' 33" W, a distance of 42.96 feet;

S 33° 38' 42" W, a distance of 69.98 feet;

S 40° 03' 42" E, a distance of 70.10 feet;

S 55° 45' 01" W, a distance of 41.34 feet;

N 48° 48' 35" W, a distance of 59.65 feet;

S 69° 48' 08" W, a distance of 39.39 feet;

S 18° 46' 07" W, a distance of 39.69 feet;

N 85° 13' 51" W, a distance of 39.09 feet;

N 29° 38' 28" W, a distance of 49.02 feet;

S 67° 39' 14" W, a distance of 44.39 feet;

S 20° 56' 54" E, a distance of 35.20 feet;

S 51° 59' 02" W, a distance of 21.10 feet;

N 74° 18' 00" W, a distance of 56.94 feet;

S 87° 05' 41" W, a distance of 67.50 feet;

S 84° 48' 21" W, a distance of 94.67 feet;
S 01° 41' 24" W, a distance of 45.90 feet;
S 07° 55' 44" W, a distance of 54.05 feet;
S 49° 03' 20" E, a distance of 52.21 feet;
S 24° 32' 20" W, a distance of 43.50 feet;
N 34° 54' 01" W, a distance of 72.10 feet;
S 53° 27' 51" W, a distance of 49.96 feet;
N 44° 49' 29" W, a distance of 32.24 feet;
N 55° 21' 27" W, a distance of 47.42 feet;
S 89° 19' 26" W, a distance of 108.29 feet;
S 17° 00' 38" E, a distance of 68.50 feet;
S 49° 56' 33" E, a distance of 43.10 feet;
S 30° 15' 18" W, a distance of 28.51 feet;
S 17° 50' 28" E, a distance of 130.69 feet;
S 53° 14' 02" E, a distance of 113.00 feet;
S 49° 46' 29" W, a distance of 44.19 feet;
S 82° 30' 25" W, a distance of 46.29 feet;
S 55° 01' 26" W, a distance of 46.92 feet;
S 73° 59' 42" W, a distance of 73.60 feet;
S 01° 58' 50" W, a distance of 82.39 feet;
S 44° 32' 54" W, a distance of 75.88 feet;
S 60° 59' 33" W, a distance of 125.92 feet;
N 59° 16' 40" W, a distance of 8.73 feet;
N 02° 07' 41" E, a distance of 42.96 feet;
N 51° 05' 49" W, a distance of 87.66 feet;
S 56° 57' 55" W, a distance of 92.01 feet;
S 00° 11' 40" E, a distance of 44.48 feet;
N 86° 35' 20" W, a distance of 40.32 feet;

N 23° 04' 01" W, a distance of 132.38 feet;
S 67° 47' 22" W, a distance of 29.70 feet;
N 77° 54' 32" W, a distance of 91.22 feet;
N 89° 09' 38" W, a distance of 57.89 feet;
S 25° 45' 11" W, a distance of 47.92 feet;
S 48° 37' 15" W, a distance of 47.84 feet;
N 31° 57' 32" W, a distance of 38.45 feet;
S 58° 36' 40" W, a distance of 80.57 feet;
S 77° 51' 41" W, a distance of 92.67 feet;
S 25° 04' 17" W, a distance of 53.98 feet;
S 79° 04' 03" W, a distance of 40.09 feet;
S 41° 02' 33" W, a distance of 86.41 feet;
S 86° 01' 01" W, a distance of 65.70 feet;
N 53° 16' 17" W, a distance of 44.26 feet;
S 71° 51' 47" W, a distance of 53.49 feet;
S 28° 19' 23" E, a distance of 102.21 feet;
S 21° 28' 55" W, a distance of 66.43 feet;
S 31° 05' 30" E, a distance of 51.38 feet;
S 05° 58' 01" W, a distance of 107.43 feet;
S 83° 52' 10" W, a distance of 36.07 feet;
N 41° 33' 44" W, a distance of 150.73 feet;
S 17° 58' 36" W, a distance of 95.82 feet;
N 82° 04' 42" W, a distance of 31.64 feet;
N 35° 10' 48" W, a distance of 58.03 feet;
N 87° 29' 01" W, a distance of 66.68 feet;
S 32° 01' 53" W, a distance of 64.83 feet;
S 75° 23' 35" W, a distance of 136.16 feet;
S 17° 11' 11" E, a distance of 81.64 feet;

S 19° 14' 03" W, a distance of 87.30 feet;
 S 10° 47' 34" E, a distance of 59.51 feet;
 S 04° 45' 11" W, a distance of 21.33 feet;
 N 87° 49' 28" W, a distance of 52.55 feet;
 N 62° 32' 49" W, a distance of 103.03 feet;
 S 72° 39' 07" W, a distance of 37.14 feet;
 S 07° 43' 44" W, a distance of 163.03 feet;
 S 10° 00' 43" W, a distance of 13.38 feet;
 S 01° 19' 14" W, a distance of 11.09 feet;
 S 22° 33' 28" W, a distance of 21.31 feet;
 S 74° 35' 23" W, a distance of 54.36 feet;
 N 32° 00' 02" W, a distance of 61.49 feet;
 N 83° 53' 28" W, a distance of 43.49 feet;
 N 29° 07' 53" E, a distance of 155.66 feet;
 N 68° 28' 09" W, a distance of 473.34 feet to a USA Government concrete monument found at corner;
 N 21° 08' 29" W, passing, at a distance of 400.00 feet, a USA Government concrete marker found and continuing to make a total distance of 830.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;
 N 07° 57' 42" E, a distance of 549.88 feet;
 S 63° 09' 42" W, a distance of 330.00 feet;

THENCE, along the westerly line of a tract of land identified as Tract L –1031-2 as acquired by the United States of America according to the Judgement on Declaration recorded in Volume 427, Page 404 (LRDCT) the following;

S 03° 31' 42" W, a distance of 510.00 feet to a USA Government concrete marker found at corner;
 S 21° 24' 16" E, a distance of 1,365.00 feet;
 S 04° 16' 16" E, passing, at a distance of 497.59 feet, a USA Government concrete monument found, and continuing to make a total distance of 930.00 feet from which a USA Government concrete monument found bears N 06° 22' 54" W, a distance of 135.33 feet
 S 31° 43' 44" W, a distance of 1,115.00 feet;

THENCE, continuing along a USA tract the following;

N 35° 18' 33" W, a distance of 128.53 feet;

N 01° 41' 20" E, a distance of 192.60 feet;

N 11° 06' 20" W, a distance of 154.71 feet;

S 30° 52' 06" W, a distance of 844.30 feet;

S 15° 32' 04" E, a distance of 43.00 feet;

S 55° 41' 41" W, a distance of 144.60 feet;

N 33° 27' 55" W, passing a USA Government concrete marker at a distance of 501.36 feet and continuing to make a total distance of 1,003 feet;

N 65° 52' 55" W, a distance of 531.78 feet;

N 60° 30' 44" W, part of the way along an easterly line of a tract identified as Tract L – 1031-1 and acquired by the United States of America according to the Judgement on Declaration recorded in Volume 427, Page 404 (LRDCT), a total distance of 481.11 feet;

THENCE, continuing along said Tract L-1031-1 easterly line, the following;

N 10° 19' 16" E, a distance of 1,200.00 feet;

N 21° 17' 44" W, a distance of 575.00 feet;

THENCE, N 87° 15' 44" W, along the north line of said Tract L-1031-1, a distance of 125.00 feet to the southeast corner of a tract of land owned by Robert C. Francis, according to the deed recorded in County Clerk File Number 93-R0087997 (LRDCT);

THENCE, with the meanders of the centerline of Pecan Creek and westerly line of a tract of land conveyed to W.P. Carr, Jr. according to the deed recorded in Volume 817, Page 381 (LRDCT), the following;

N 14° 19' 37" W, a distance of 201.03 feet;

N 73° 56' 27" E, a distance of 155.79 feet;

N 01° 56' 45" W, a distance of 358.67 feet;

N 21° 27' 57" E, a distance of 194.01 feet;

N 01° 43' 38" E, a distance of 87.33 feet;

N 24° 34' 57" W, a distance of 50.14 feet;

N 39° 36' 40" W, a distance of 53.90 feet;

N 50° 09' 58" W, a distance of 193.14 feet;

N 36° 44' 04" W, a distance of 58.20 feet;

N 13° 31' 23" E, a distance of 104.11 feet;

N 28° 55' 40" E, a distance of 97.06 feet;

N 13° 23' 48" E, a distance of 121.30 feet;

N 20° 49' 09" E, a distance of 214.74 feet;
N 03° 31' 57" W, a distance of 78.61 feet;
N 26° 35' 51" W, a distance of 56.17 feet;
S 74° 21' 48" W, a distance of 323.40 feet;
N 47° 43' 36" W, a distance of 184.30 feet
N 01° 18' 37" W, a distance of 176.41 feet;
N 31° 50' 17" E, a distance of 144.41 feet;
N 73° 48' 26" E, a distance of 76.36 feet;
N 87° 17' 57" E, a distance of 388.23 feet;
N 12° 53' 59" E, a distance of 91.64 feet;
N 51° 40' 48" W, a distance of 110.88 feet;
N 65° 46' 04" W, a distance of 85.16 feet;
N 67° 35' 51" W, a distance of 203.95 feet;
N 24° 43' 53" W, a distance of 386.38 feet;
N 09° 34' 08" E, a distance of 121.10 feet;
N 84° 51' 30" E, a distance of 91.31 feet;
S 58° 52' 33" E, a distance of 92.02 feet;
N 65° 39' 30" E, a distance of 203.09 feet;
N 55° 22' 35" E, a distance of 143.03 feet;
N 27° 38' 53" W, a distance of 131.21 feet;
N 47° 40' 40" E, a distance of 230.19 feet;
N 56° 27' 27" E, a distance of 155.71 feet;
N 35° 32' 32" E, a distance of 89.15 feet;
N 05° 04' 15" W, a distance of 31.55 feet;
N 32° 21' 15" W, a distance of 60.86 feet;
N 53° 25' 11" W, a distance of 37.55 feet;
N 72° 33' 50" W, a distance of 224.81 feet;
N 54° 27' 52" W, a distance of 43.91 feet;

N 37° 55' 52" W, a distance of 485.32 feet;

N 28° 17' 53" E, a distance of 67.53 feet;

N 51° 05' 52" E, a distance of 122.66 feet;

N 61° 56' 21" W, a distance of 208.44 feet;

N 17° 47' 41" W, a distance of 130.57 feet;

N 70° 21' 04" E, a distance of 278.71 feet;

N 06° 17' 18" E, a distance of 113.58 feet;

N 37° 24' 02" W, a distance of 177.94 feet;

N 01° 45' 49" E, a distance of 103.77 feet;

N 63° 02' 18" E, a distance of 264.76 feet;

N 12° 55' 48" E, a distance of 151.38 feet;

THENCE, N 87° 39' 37" W, along the south line of a tract of land conveyed to Manson Harris, Trustee according to the deed recorded in Volume 419, Page 463 (LRDCT), and the north line of a tract of land conveyed to James M. Dear according to the deed filed in County Clerk File Number 95-R0026211 (LRDCT), passing a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set on line at a distance of 326.75 feet and continuing to make a total distance of 2,661.87 feet to a point on the east line of Farm-to-Market Road No. 2931, a 1/2" iron pin found at corner, from which a wooden right-of-way marker bears S 17° 32' 17" E – 1.51 feet and another wooden right-of-way marker bears S 09° 45' 26" W – 32.84 feet;

THENCE, along the said Farm-to-Market Road No. 2931 easterly line and the westerly line of said Manson Harris, Trustee tract, (Volume 419, Page 463) the following;

Around a curve to the right having a central angle of 16° 58' 33", a radius of 1,095.92 feet and a chord of N 19° 45' 08" E – 323.52 feet, an arc distance of 324.71 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner, from which a wooden right-of-way marker bears N 09° 23' 22" E, a distance of 1.05 feet;

N 28° 12' 59" E, a distance of 616.60 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

Around a tangent curve to the left having a central angle of 10° 59' 47", a radius of 1,195.92 feet and a chord of N 22° 43' 05" E - 229.17 feet, an arc distance of 229.53 feet to the PLACE OF BEGINNING with the subject tract containing 105,485,324 square feet or 2,421.6098 acres of land.

EXHIBIT "C"

ORDINANCE NO. _____

ORDINANCE OF CITY OF AUBREY, TEXAS
GIVING CONSENT TO THE CREATION OF
THREE MUNICIPAL UTILITY DISTRICTS

WHEREAS, Pursuant to Chapters 49 and 54 of the Texas Water Code, SANDBROCK INVESTMENTS, INC., a Texas corporation (the "Petitioner") wishes to create Denton County Municipal Utility District Nos. __, __, and __ (collectively, the "Districts") to serve the _____ acres of land in Denton, Texas described in the attached Exhibits "A-1, "A-2" and "A-3" (collectively, "Petitioner's Land"); and

WHEREAS, pursuant to Texas Local Government Code, Section 212.172, the City of Aubrey, Texas (the "City") and Petitioner entered into a Development Agreement dated _____, 2004 (the "Agreement"), which provided that Petitioner agreed to Petition the City for the expansion of the City's extraterritorial jurisdiction to encompass all of Petitioner's Land in exchange for, among other things, the City's consent to the creation of the Districts; and

WHEREAS, Texas Local Government Code, Section 42.022(b), provides that an owner of land may petition a municipality to expand its extraterritorial jurisdiction to include such land; and

WHEREAS, Texas Local Government Code, Section 42.042, provides that land within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without the written consent of such city, town, or village; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City of Aubrey, Texas, a Petition for Consent to Creation of Denton County Municipal Utility District Nos. __, __ and __ (collectively, the "Districts") copies of which are attached as Exhibit "B"; and

WHEREAS, the general nature of the work to be done in the Districts is the construction, acquisition, maintenance and operation of a waterworks, wastewater and drainage system; and

WHEREAS, the City Council of the City of Aubrey desires to adopt Ordinance No. _____ for the purpose of consenting to the creation of the Districts; Now Therefore,

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

1. That all of the matters and facts set out in the preamble hereof be true and correct.
2. That the City Council of the City of Aubrey, Texas, hereby specifically gives its written consent, as provided by Texas Local Government Code, Section 42.042 and Texas Water Code, Section 54.016, to the creation of Denton County Municipal Utility District Nos. __, __

and ____, all of which is within the extraterritorial jurisdiction of the City of Aubrey. The boundaries of such land being described by metes and bounds in Exhibits "A-1", "A-2" and "A-3", respectively, attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED on this ____ day of _____, 2004.

Mayor, City of Aubrey, Texas

ATTEST:

City Secretary, City of Aubrey, Texas

EXHIBIT "D-1"
DEVELOPMENT STANDARDS

- I. **Purpose:** The purpose of these Development Standards (the "Standards") is to provide for the unified development of approximately 2400 acres ("the "Property" or "Development") located in the extraterritorial jurisdiction of the City of Aubrey (the "City"). The primary use of the Development shall be residential with limited commercial and governmental uses to serve the residents of the Development.
- II. **Plat Approval:** Prior to the initiation of any construction on any lot(s), a Preliminary and Final Plat shall be submitted and approved for the lot development in accordance with these Development Standards.
- III. **Maximum Units and Acreage:** A unit shall be defined as a separately inhabitable sellable or leasable space intended to be occupied by a single individual or family. The property within the Development may be developed only in accordance with the maximum unit and acreage limits set forth as follows:

<u>Category</u>	<u>Description</u>	<u>Max. # of Units</u>
Estate	Single Family Residential-1 Acre	120
SF-15	Single Family Residential-15, 000 sf minimum	250
SF-7.2	Single Family Residential -7,200 sf minimum	1250
SF-5.5	Single Family Residential -5,500 sf minimum	2200

Each of the residential categories shall be cumulative, thereby allowing an increase in the maximum number of units in a lower density category for each unit that is reduced in a higher density category. (For example, the maximum number of SF-7.2 units may be 1400 if the maximum number of SF-5.5 units is reduced to 2050.) Notwithstanding this cumulative effect, the maximum number of units for all residential development, will not exceed 3,820 units.

- IV. **Lot Measurement:** Lot width shall be measured at the front building line. Measurement of dwelling lot coverage or building lot coverage shall include only the footprint(s) of the primary structure and any detached garage.
- V. **Use Category Limits:**

A. **Estate**

Permitted Uses: Single-family detached dwellings in accordance with the following limits:

Development Minimums:

Lot Area:	1 Acre
Lot Width:	150 feet, 120 feet for lots fronting cul-de-sac or inside curve
Lot Depth:	250 feet
Front Yard:	40 feet
Side Yard:	20 feet; 25 feet on corner lot adjacent to street
Rear Yard	40 feet
Dwelling Unit Size:	2,200 square feet

Development Maximums:

Height	45 feet
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B. SF-15

Permitted Uses: Single-family detached dwellings in accordance with the following limits:

Development Minimums:

Lot Area:	15,000 square feet
Lot Width:	90 feet, 80 feet for lots fronting cul-de-sac or inside curve
Lot Depth:	140 feet
Front Yard:	30 feet
Side Yard:	10 feet; 20 feet on corner lot adjacent to street
Rear Yard	20 feet
Dwelling Unit Size:	2,000 square feet

Development Maximums:

Height:	40 feet
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C. SF-7.2

Permitted Uses: Single-family detached dwellings in accordance with the following limits:

Development Minimums:

Lot Area:	7,200 square feet
Lot Width:	60 feet, 45 feet for lots fronting cul-de-sac or inside curve
Lot Depth:	110 feet
Front Yard:	20 feet
Side Yard:	5 feet; 15 feet on corner lot adjacent to street
Rear Yard	15 feet
Dwelling Unit Size:	1,500 square feet

Development Maximums:

Height 35 feet

D. SF-5.5

Permitted Uses: Single-family detached dwellings in accordance with the following limits:

Development Minimums:

Lot Area: 5,500 square feet
Lot Width: 50 feet, 30 feet for lots fronting cul-de-sac and inside corner
Lot Depth: 90 feet
Front Yard: 10 feet, or 18 feet if front facing garage
Side Yard: 5 feet; 15 feet on corner lot adjacent to street
Rear Yard: 15 feet
Dwelling Unit Size: 1,200 square feet

Development Maximums:

Height 35 feet

- VI. Authorized Variance:** In order to accommodate possible variations in unit location, topography and size, a ten percent (10%) variance from the minimum lot area, lot width, lot depth and/or dwelling unit size is authorized, without need for further approval.
- VII. Temporary Housing:** Upon approval of the City Council, up to ten (10) temporary residences may be installed for a specified limited time period, as determined by the City Council. Upon expiration of the time period identified by the City Council, the temporary residences must be removed from the Planned Development.
- VIII. Alleys:** Alleys shall not be required, but if installed must conform to the Development Standards.
- IX. Exceptions Authorized:** The City Council shall have authority to authorize reasonable exceptions to a property's strict conformity with these regulations upon request of a property owner, when it is shown the requested exceptions (1) are not contrary to public interest, (2) do not cause injury to other properties in the area, and (3) generally allow for the development in a manner contemplated by the Development Standards.

SUBDIVISION, DESIGN AND CONSTRUCTION STANDARDS

**I.
DESIGN STANDARDS**

SECTION A. GENERAL.

1. CONFORMITY TO THE DEVELOPMENT STANDARDS:

No plat shall be approved by the Planning and Zoning Commission, and no completed improvements shall be accepted by the district engineer, unless and until such conforms to the Development Standards, and these Design and Construction Standards. All streets, alleys, sidewalks, drainage ways, water and sewer lines, and improvements shall be designed, placed and constructed in accordance with the Development Standards and these Standards. To the extent that there is a conflict between the regulations herein, and those found elsewhere, the regulations found herein shall control development within this Property. Notwithstanding the foregoing, to the extent that water and/or sewer is provided by a district created under the Texas Water Code, and a conflict exists between the Standards herein and the district's design, engineering and construction regulations, the district's regulations shall control.

2. SUBDIVISION NAMES:

Subdivision names shall not duplicate or cause confusion with the names of existing subdivisions. All subdivision names shall be approved by the Planning and Zoning Commission upon recommendation of the Planning Department.

3. PLATTING AND PERMITS:

Prior to the initiation of any construction on any lot(s), a Preliminary and Final Plat shall be submitted and approved for the lot development in accordance with the Development Standards and these Standards. With the exception of plat approval and the City's confirmation that improvements were constructed to City standards as provided herein, the City shall have no other inspection or permitting authority on the Property or the developed lots. The City may not require additional permits on each lot, including but not limited to building permits or certificates of occupancy.

4. CONFLICTS:

In the event a conflict exists within these Development Standards in Exhibit "D-1" and the Subdivision, Design and Construction Standards contained in this Exhibit "D-2", the Development Standards shall take precedence.

SECTION B. BLOCKS.

Block lengths between intersecting streets shall not exceed one thousand, six hundred (1,600) feet, except along roadways abutting residential lots of 20,000 square feet or greater.

1. The length, width and shape of blocks shall be determined with due regard to:
 - a. Provision of adequate building sites suitable to the special needs of the type of use contemplated;
 - b. Development Standards as to lot size and dimensions; and
 - c. Need for convenient and safe access, circulation, and control of street traffic.
2. In general, intersecting streets determining the block lengths and widths shall be provided at such intervals as to serve cross traffic adequately, and to meet existing streets. Where no existing subdivision establishes control, the block lengths shall not exceed one thousand, six hundred (1,600) feet, nor be less than five hundred (500) feet in length. However, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied by the Planning and Zoning Commission, the length may be increased or decreased to meet the existing conditions, having due regard for connecting streets, circulation of traffic and public safety.

SECTION C. LOTS.

1. Lot design shall provide for lots of adequate width, depth and shape to provide open area, to eliminate overcrowding, and to be appropriate for the location of the subdivision for the type of development and use contemplated, and in accordance with the Development Standards.
2. Every lot shall meet the minimum area and dimension standards as set forth in the Development Standards for the district in which the lot is located. The Planning and Zoning Commission shall have the authority to approve a subdivision plat where lots have area, dimensions or setbacks greater than the minimum standards set forth in the Development Standards.
3. Every lot shall have access to a public street, or to a private or gated street that has direct access to a public street.
4. Lot widths shall be measured at the front yard building line.

SECTION D. EASEMENTS.

1. Easements shall be located across lots or centered on rear or side lot lines to provide for utilities and drainage improvements where necessary, as determined by the utility companies and the city, and shall be of such widths as may be reasonably necessary for the utility or utilities using such easement. However, water, sewer, and drainage easements shall be a minimum of 15 feet wide.
2. Where a subdivision is traversed by a watercourse, drainage way, or channel, there shall be provided a storm sewer easement or drainage right-of-way or easement conforming substantially with such course and of such additional width as shall be designated by the District Engineer. Streets or access easements may be required into the watercourse from a public right-of-way.
3. Drainage easements shall not be obstructed by fences, landscaping or any other structure or building that may impede the surface flow of water, as determined by the District Engineer.

SECTION E. SIDEWALKS.

1. Sidewalks shall be required along any street upon which a lot abuts, regardless of whether such lot faces, abuts on the side, or backs up to such street, or is separated from such street by an alley. Sidewalks shall not be required along freeways and freeway frontage, or along any street abutting residential lots of 20,000 square feet or greater.
2. Residential Subdivisions.
 - a. Sidewalks with a minimum width of four feet (4') shall be constructed by the developer along all collector and arterial thoroughfares regardless of whether such collector or arterial thoroughfare abuts a lot, alley, or other space. Sidewalks shall be constructed along all collector and arterial thoroughfares prior to the issuance of a letter of acceptance for the subdivision. The developer is not responsible, however, for constructing a sidewalk along the frontage, as herein defined, of any residential lot. A 4 foot sidewalk must be placed one foot from the Right-of-Way unless otherwise indicated.
 - b. The builder on a lot is responsible for the construction of all sidewalks along the frontage, as herein defined, of such residential lot, including where such lot fronts on a collector thoroughfare, and along that portion of the lot that sides or rears to a street other than a collector or arterial. Provided, however, that such sidewalk is not required on a lot until completion of building construction. Upon completion of building construction, sidewalks shall be provided in accordance with the provisions contained herein. Authorization for occupancy shall not be granted until this requirement has been met.

SECTION F. STREETS.

1. GENERAL:

- a. Adequate streets shall be provided by the subdivider. The arrangement, character, extent, pavement width, right-of-way width, grade and location of each street shall conform to this Exhibit, and shall be considered in its relation to existing and planned streets, topographical conditions, significant natural features such as mature trees or water courses, public safety and convenience, and its relationship to the proposed uses of land to be served by such street.
- b. additional right-of-way dedication shall not be required from a previously platted property where:
 1. The plat of such property is being modified by an amending plat; or
 2. The plat of such property is being modified by a replat, and where:
 - A. The property is occupied by a building or buildings; and
 - B. The sole purpose of the replat is to remove previously platted fire lanes, easements, mutual access easements, or delineate the legal boundaries of ownership of the property; and
 - C. No additional development rights will be conveyed to the property as a result of the replat.
- c. The arrangement of streets in a subdivision shall either:
 1. Provide for the continuation or appropriate projection of existing streets in surrounding areas; or
 2. Conform to a plat approved by the Planning and Zoning Commission to meet a particular situation where topographical or other conditions make continuance or conformity with existing streets impracticable.
- d. Existing streets in adjoining areas shall be continued into the proposed subdivision. Proposed streets shall be at least as wide as, and in alignment with, such existing streets in the adjoining subdivision.
- e. Where adjoining areas are not subdivided, the arrangement of streets in the subdivision shall make provision for the proper projection of streets into such unsubdivided area.
- f. Street intersections shall be as nearly at right angles as practicable, giving due regard to terrain, topography, site distances and safety. All arterial and collector streets, unless otherwise approved by the Planning and Zoning Commission, shall intersect at or near a ninety (90) degree angle. No streets, however, shall intersect at less than sixty (60) degrees.

Curb tangent and radii shall be as follows:

<u><i>Design Speed</i></u>	<u><i>Tangent</i></u>	<u><i>Radius</i></u>
20 mph	0'	150'
30 mph	25'	250'
35 mph	50'	400'
45 mph	100'	600'

- g. Half streets shall be prohibited, except when essential to the reasonable development of the subdivision in conforming with the other requirements of these regulations, and where the Planning and Zoning Commission finds it will be practical to require the dedication of the other one-half (½) of the street when the adjoining property is subdivided.

Whenever a half street is allowed, the pavement width shall not be less than twenty-five (25) feet (Back to Back of Curb). Where a half street is being dedicated along a common property line, the developer shall dedicate not less than one-half (½) of the minimum right-of-way requirements as prescribed by this ordinance. In no event, however, shall such dedication be less than thirty-five (35) feet of right-of-way.

Where a half street exists, the developer of the property abutting the other side of the half street shall be required to construct, and dedicate right-of-way for, the remaining portion of the street.

- h. With the exception of arterial thoroughfares, street lengths without an intersection or turnaround shall not exceed one thousand, six hundred (1,600) feet.
- i. Dead-end streets shall be prohibited except as temporary stubs to permit future street extension. In no case shall the length of such a temporary dead end street exceed two hundred fifty (250) feet. If such street exceeds one hundred fifty (150) feet, then a temporary turnaround which meets Fire Department standards shall be provided.
- j. Local streets shall be laid out so as to discourage their use by cut-through traffic.
- k. Street rights-of-way and pavement widths shall be as follows:

<i>Street Type</i>	<i>Thoroughfare Plan Designation</i>	<i>R.O.W. Width</i>	<i>Pavement Width(f-f)</i>	<i>Design Speed(max)</i>
Alley		16'	12'	15mph
Residential		50'	29'	30mph
Adjacent to a public or private school or public park		60'	36'	30mph
Adjacent to 20,000 square foot residential lots		50'	24' w/o curbs	30mph
Residential streets with R.O.W. of 50 feet shall also have a five foot (5') utility easement on each side.				
Residential, Divided		70'	2 x 19'	30mph
Residential Collector	C2U	60'	36'	30mph
Major Collector, Undivided	C4U	70'	44'	35mph
At major intersections		80'		
Arterial, Four-Lane Divided	A4D	90'	2 x 24'	45mph
At major intersections		100'		
Arterial, Six-Lane Divided	A6D	120'	2 x 36'	45mph
At major intersections		130'		

As applicable, pavement widths shall be measured from the face of one curb to the face of the opposite curb. On any roadway adjacent to residential lots of 20,000 square feet or more with a lot width of 100 feet or more, curb and gutters will not be required. A minimum street width of 24 feet without curb is acceptable. Residential streets may be 27 feet in width where there is a rear laneway on both sides of the street.

The Planning and Zoning Commission may determine that topography, length of street, existing street pattern, location of existing buildings, nature of the proposed land use, or other special conditions warrant a street of greater or lesser width. However, the relationship of pavement width to right-of-way width shall be consistent with the requirements of this subsection and the Design Standards.

- l. Where a subdivision is developed adjacent to an arterial or collector thoroughfare, the developer may, upon approval from the Planning and Zoning Commission, dedicate additional right-of-way for the arterial or collector thoroughfare above the minimum required by this ordinance. This additional right-of-way shall be for the purpose of the developer providing landscaping, additional areas for sidewalk or wall locations, or other amenities as approved by the Planning and Zoning Commission.
- m. Streets which terminate into a cul-de-sac shall not exceed seven hundred (700) feet.

- n. Residential street pavement shall be constructed of concrete that is six (6) inches in thickness and 3,000 psi or greater, of Portland Cement concrete or five (5) inches thickness and 3,600 psi or greater of Portland Cement concrete. Concrete reinforcing for six (6) inch thickness, shall be No. 3 bars on 24-inch centers running both ways or No. 3 bars on 18" centers running both ways for five (5) inch thickness. Pavement crowning shall be a minimum of 4 inches and a maximum of 6 inches.
- o. All street sub-grades shall be lime stabilized with hydrated lime in the amount of 6% by weight to a depth of six (6) inches for the stipulated width plus one foot behind the curbs or minimum required by geotechnical investigation.
- p. Major Collector and Arterial streets shall be eight (8) inches in thickness of 3,000 psi or greater Portland cement concrete or seven (7) inches in thickness of 3,600 psi or greater Portland Cement concrete or equivalent thickness of hot mix asphalt concrete. Concrete reinforcing steel for eight (8) inch thickness shall be No. 3 bars placed on 24 inch centers and running both ways or No 3 bars on 18 inch centers running both ways for seven (7) inch thickness. Pavement crowning or cross slope shall be 5 inches in height.
- q. Curbs shall be 6" in height.
- r. Alley pavement shall be 6"- 4"- 6" (edge-center-edge) with a 5-inch invert of 3,600 psi Portland cement concrete. Reinforcing shall be No. 3 bars on 24-inch centers running both ways. Alleys shall have a lime stabilized subgrade as required by geotechnical investigations.
- s. The minimum slopes of a street or alley shall be 0.50 percent. The maximum slope for a residential street shall be 10 percent (10%). The maximum slope for a major collector or arterial shall be 7 percent (7%).
- t. The centerline offset of street jogs shall be no less than 150 feet.
- u. An average of 20 foot wide landscape buffer shall be provided along all State Highways and Arterial, Six-Lane Divided (A6D) streets. These landscape buffers should be planted with hardy native species. Sidewalks or hiking/biking trails may be permitted in these areas with an approved site plan. Driveways are permitted if they are for purposes of crossing the buffer. Parking lots and buildings are specifically prohibited within the buffer. Detention basins and retention ponds are specifically allowed within landscape buffers. Landscape buffers should be shown or otherwise called out on the preliminary plat and the site plan.
- v. Vertical Alignment

Profile grades of streets and alleys shall be connected by vertical curves of a minimum length expressed as a multiple of the algebraic difference between the rates of grades, expressed in feet per hundred feet and the values shown as follows: (L – minimum length of curve) (A – algebraic difference in grade)

L = KA	Design Speed				
	20	25	30	40	50
Crest vertical curve (K)	10	20	30	50	70
Sag vertical curve (K)	15	20	25	35	45

SECTION G.: DRAINAGE

- a) **The Rational Method:** The Rational Method is based on the direct relationship between rainfall and runoff, and the method is expressed by the following equation:
 $Q = CIA$ where:

- i) “Q” is the storm flow at a given point in cubic feet per second (C.F.S.).
- ii) “C” is a coefficient of runoff.
- iii) “T” is the average intensity of rainfall in inches per hour for a period equal to the time of concentration. The time of concentration is the sum of overland flow plus pipeline flow from the furthest point in the drainage area.
- iv) “A” is the area in acres that is tributary to the point of design.

- b) The relationship between rainfall and runoff is expressed through application of the Rational Method with satisfactory accuracy for small watersheds, but the accuracy diminishes as the watershed to which the procedure is applied increases in size. For this reason, in development of runoff rates in larger drainage areas (1000 ac.) use of the unit hydrograph method or other approved method is required. The size and shape of the watershed must be determined through the use of plan metric-topographic maps of the area, supplemented by field surveys in areas where topographic data has changed or where the contour interval is insufficient to adequately determine the direction of flow.
- c) **RUNOFF COEFFICIENTS (C):** Runoff coefficients, as shown in Table I, shall be the minimum used, based on total development under the Owner’s or Applicant’s proposed land uses.
- d) Where land uses other than those listed in Table I are planned, a coefficient shall be developed utilizing values comparable to those shown. Larger coefficients may be used if considered appropriate to the project by the Engineer.

**TABLE 1
RUNOFF COEFFICIENTS**

LAND USE	RUNOFF COEFFICIENT "C"
Agricultural	0.25
Single Family >10-acre average lot area.	0.40
Single Family <10-acre average lot area.	0.50
Multiple Family	0.80
Mobile Home Park	0.80
Parking Lot	0.80
Office	0.80
Neighborhood Service	0.80
General Retail	0.80
Commercial, Church and School	0.80
Central Commercial	0.90
Industrial	0.90
Planned Development	variable

- e) Rainfall Intensity (I) Rainfall intensity will be determined from the rainfall intensity/duration/frequency curve.
- f) Time of Concentration (T_c) The time of concentration is defined as the longest time, without interruption of flow by detention systems, that will be required for a drop of water to flow from the upper limit of the drainage area to the point of concentration. The time of concentration to any point in a storm drainage system is the summation of the inlet time and the time of flow in the conduit or channel. The inlet time is the time for water to flow over the surface of the ground from the upper limit of the drainage area to the first storm drain inlet. The flow time in the conduit or channel is computed by dividing the length of the conduit by the average velocity in the conduit. Inlet time decreases as the slope and the imperviousness of the surface increase.
- g) Minimum inlet time is 10.0 minutes. Minimum inlet time for residential is 15.0 minutes.

SECTION H: DESIGN STORM FREQUENCY

The storm frequency used for this determination will be according to the facility to be designed as listed below. Emergency overflows where used are to be located at sags and T-intersections of streets and designed to prevent erosion and surface water damage.

DESIGN STORM FREQUENCY

Drainage Facility	Storm Frequency
Drainage ditches located in street right-of-way used in conjunction with County Lanes and Parkway street construction with no freeboard	100 years
Pipe storm sewers <u>with</u> emergency overflow to give a combined capacity of <u>100</u> -year frequency	10 years
Pipe storm sewer with <u>no</u> emergency overflow	100 years
All open channels with a minimum of 2 feet freeboard above to the top of the bank	100 years
Culverts (pipe or concrete box)	100 years
Bridges, low point of bridge beams or similar bridge deck supporting structure to be 2 feet above 100-year storm or highest flood recorded, whichever is greater	100 years

Section I. FLOW IN GUTTER AND INLET LOCATION. A storm drain conduit shall begin at the point where the depth of flow based on the 10-year storm frequency reaches the top of curb. Inlets are then to be located as necessary to remove the flow based on a 10-year storm frequency. Multiple inlets at a single location are permitted with sufficient justification provided. Where possible, inlets should be placed upstream from an intersection to prevent large amounts of water running through intersection.

- a) Inlet Sizing: Inlets shall be sized based on the following:

STREET GRADE	LENGTH OF INLET OPENING FOR EACH C.F.S. OF GUTTER FLOW
Sags	0.6 foot
Less than 4%	1 foot
Greater than 4%	1.5 foot

- b) Road and Alley Capacities: Road and alley capacities shall be calculated by the Manning's formula:

$$Q = 1.486 / N \cdot A \cdot R^{2/3} \cdot S^{1/2}$$

SECTION J. ROUGHNESS COEFFICIENTS “n” FOR STORM DRAINS/ROADWAYS

<u>Materials of Construction</u>	<u>Manning’s Coefficient</u>
Monolithic Concrete Structure	0.015
Concrete Pipe	
Good alignment, smooth joints	0.013
Fair alignment, ordinary joints	0.015
Poor alignment, poor joints	0.017
Corrugated Metal Pipe	
Standards unpaved with or without bituminous coating	0.024
Paved invert, 25% of periphery paved	0.021
HDPE Pipe(In Easements Only)	0.014
All Roadways	0.020

SECTION K. RECOMMENDED MAXIMUM VELOCITY

<u>Type of Conduit</u>	<u>Maximum Velocity</u>
Culverts	15 fps
Inlet Laterals	15 fps
Storm Sewers	12 fps
<u>Open Channels</u>	
Earthen	6 fps
Lined	8 fps

SECTION L.

The use of the street for carrying storm water shall be limited to the following:

SPREAD OF WATER – 10 YEAR STORM FREQUENCY

Major Collector or Arterial – One traffic lane to remain clear.

Residential Streets with curbs and gutters – Six inch (6”) depth of flow at curb or no lanes completely clear. Passable with parabolic street section.

Alleys-Contained within the paved surface.

SPREAD OF WATER – 100 YEAR STORM FREQUENCY

Notwithstanding the requirements above, all storm water in the 100-year storm frequency shall be contained within the street or alley right-of-way or within the drainage easement. The water depth shall not be greater than 1" over any curb.

SECTION M. OPEN CHANNELS. Open channels may be used to convey storm waters where closed conduits are not justified economically. The use of existing channels in their natural condition is encouraged when possible. In such cases, an adequate drainage easement shall be dedicated to meet ultimate flow requirements.

- a) For unlimited channel sections, the normal side slope is 4:1 with 3:1 maximum.
- b) For concrete lined channel sections and riprap lined channel sections the paved slopes normally are 2:1 with 1-1/2:1 maximum.
- c) Maximum allowable velocity is 8 fps for unlined channels.

SECTION N. WATER IMPROVEMENTS

- a) All subdivisions shall be provided with a water system that meets the TNRCC requirements.
- b) Water lines shall be laid in streets and alleys right of ways or in easements.
- c) Water mains shall be sized to meet water demand and shall be a minimum of 6-inch nominal internal diameter.
- d) Water services for each lot shall be a minimum of ¾" type K copper. Each service shall be provided with two in-line nylon ball cutoff valves contained inside the meter box. The meter shall have 5/8" diameter yoke. Service to each lot shall have a maximum cover of 18 inches.
- e) Valves shall be located at intersections with a minimum of 2 valves per crossing or as approved by the District Engineer. Valves shall be furnished with extensions, such that the working nut is a maximum of 48" below grade.
- f) Fire hydrants shall be located such that the horizontal distance to any structure in a residential area does not exceed 500 feet laying length. In commercial areas that horizontal distance shall not exceed 300 feet laying length. Fire hydrants shall be located 3 ft. from back-of-curb.
- g) All fire hydrants shall be painted by the Developer in accordance with the size of the line constructed:

- (a) 6 inch line – Red
 - (b) 8 inch line – Blue
- h) Reflective fire hydrant spotters shall be installed in all streets at a point adjacent to fire hydrants.
- i) When PVC pipe is used, 12 gauge single strand wire or tracer tape, blue in color, shall be installed in the backfill material 24 inches above the top of the pipe in accordance with the manufacturer's recommendations.
- j) Water lines shall be installed with a minimum cover over the top of the pipe of 42 inches.
- k) Water lines shall be pressure tested and disinfected in accordance with AWWA C601.
- l) PVC pipe shall have a 6" sand bedding, 6" of sand on each side, 12" of sand over top of pipe.
- m) The design shall conform to the latest criteria set forth in the AWWA Standards, as published by the American Water Works Association and the Texas Natural Resources Conservation Committee (TNRCC) requirements.
- n) The specification for materials and workmanship shall conform to the latest edition of the "Standard Specifications for Public Works Construction" as published by North Central Texas Council of Governments and the TNRCC requirements.
- o) Water meters must be set between the sidewalk and the back of curb unless otherwise indicated.

SECTION O. Sewer Improvements.

- a) All subdivisions shall be provided with sewage disposal system that meets the TNRCC requirements.
- b) The developer shall furnish and install the complete sewage system, including the mains, manholes, cleanouts, Y-branches, service laterals for all lots, life stations and appurtenances.
- c) Sewer pipe shall have a minimum internal diameter of 6 inches.
- d) Lift stations, either temporary or permanent, are permitted.
- e) Sewer service for each lot shall have a minimum, internal diameter of 4 inches. Minimum cover at the property line shall be 4 feet. Need red tracer tape to indicate location of sewer stub out.
- f) Sewer lines may be constructed using the following materials or approved equal:
 - (a) Polyvinyl Chloride Pipe with integral bell.

- g) Pipe bedding specifications shall be subject to approval by the District Engineer. Six (6) inches of sand or rock below and sides of PVC sewers with 12" sand over top of pipe.
- h) Prior to acceptance, the sanitary shall be subjected to an air test and/or leakage test and tv test.
- i) All force mains, stream crossings, railroad crossings and road bores shall be ductile iron pipe.
- j) All railroad crossings and road bores shall be encased in a steel carrier pipe.
- k) Manhole spacing shall be in accordance with TNRCC requirements.
- l) Horizontal curves in sewer lines shall meet the TNRCC requirements.
- m) The specification for materials and workmanship shall conform to the latest addition of the "Standard Specifications for Public Works Construction", published by the North Central Texas Council of Governments and the TNRCC requirements.
- n) All utility lines that pass under a street or alley shall be installed before the street or alley is paved. When it is necessary that utility lines pass under the street or alley pavement, they shall be installed to a point at least three feet beyond the edge of the pavement.

II. CONSTRUCTION AND IMPROVEMENTS

SECTION A. GENERAL.

1. The developer shall prepare, or have prepared, and submit blueline copies in accordance with the requirements of the Design and Construction Standards complete engineering plans of streets, alleys, curbs and gutters, storm sewers and drainage structures, and water and sanitary sewer improvements for the area covered by the plat. The developer shall have such plans prepared by an engineer registered in the state of Texas. The District Engineer shall review the plans and specifications, and, if approved, shall mark them approved and return one (1) set to the developer. Such review shall be performed not later than thirty days after submittal. If not approved, the blueprints shall be marked with the objections noted and returned to the developer for correction. No building permits shall be issued for the main structure on a site until the Engineering Plans have been approved or the District Engineer approves the permit.
2. After approval of the final plat and final construction plans, the developer shall install the facilities in accordance with such approved plans, and these regulations. The District Engineer or his or her designee shall inspect the installation of the improvements. Such construction shall be rejected only if it fails to comply with the standards and specifications

contained or referred to herein and technical standards otherwise established not in conflict with those herein.

3. The District may accept any part of any improvement prior to the completion and acceptance of the entire improvement when approved by the District Engineer. Further, the District may issue a letter of conditional acceptance upon the determination by the District that unusual conditions warrant such acceptance and that the District will not be adversely affected.
4. The District Engineer shall approve and issue for the District the title, use and maintenance of the improvements where:
 - a. Such improvements have been found to be installed in accordance with the approved subdivision plat and construction plans; and
 - b. Such improvements have been completed, and have been inspected and approved by the District Engineer; and
 - c. The District is in receipt of a two (2) year maintenance bond from each separate contractor in the amount of 10 percent of the contract price, such period measured from the date of the issuance of a Letter of Acceptance by the District Engineer; and
 - d. "As-Built" plans and mylars have been submitted in the manner required by the District Engineer; and
 - e. The inspection fee has been paid in the amount required by the District.
5. All improvements required herein shall be constructed in accordance with the standards prescribed by these Standards prior to acceptance of the subdivision.

SECTION B. CONSTRUCTION PLANS.

No construction work shall begin on the improvements in any proposed subdivision prior to approval of the final construction plans.

Engineering plans showing details of streets, alleys, culverts, bridges, storm sewers, water mains, sanitary sewers and all engineering details, other than buildings, of the proposed subdivision shall be submitted along with the final plat of the subdivision. Such plans shall be prepared by an engineer registered in the state of Texas.

Copies of the final paving and utility plans, not less than 24" x 36" in sheet size, shall be submitted to, and in the manner prescribed by, the District Engineer and utility companies, including:

1. Streets, alleys, sidewalks, and monuments:

- a. Copies of plans and profiles of all required streets, alleys, sidewalks, crosswalk ways and monuments shall be provided. The right-of-way and paved width of all streets and street names shall be shown, including their top of curb grade and distances with the elevations indicated at all intersections and grade breaks. Such plans shall show the location of all proposed curbs and gutters.

2. Sanitary sewer lines:

- a. Copies of the plans shall be provided. Minimum two (2) foot contour intervals, the location and dimensions of existing sanitary sewer lines, manholes, and the location and size of existing mains to which the system will be connected shall be shown;
- b. Copies of a sanitary sewer layout plan and profiles of proposed sanitary sewer lines, indicating depths and grades of lines, shall be provided;
- c. When a separate sewer system or treatment plant is proposed, copies of plans and specifications of such system or facility shall be provided.

3. Water lines:

- a. Copies of the plans shall be provided. The location and size of existing water lines, valves and fire hydrants, and the location and size of existing mains to which the system will be connected shall be shown;
- b. Copies of plans for all water lines and water line profiles for lines larger than 12" in diameter, valves and fire hydrants shall be provided;
- c. When a separate water system is planned, or when connection to a water system is proposed, copies of the plans and specifications, including fire hydrants, of such system shall be provided.

4. Drainage:

- a. Copies of the plans shall be provided. Minimum two (2) foot contours intervals shall be submitted. Runoff figures shall be indicated on the outlet and inlet side of all drainage ditches and storm sewers.
- b. A general location map of the subdivision showing the entire watershed;
- c. Calculations shall show the anticipated storm water flow, including watershed area, runoff co-efficient, time of concentration, and intensity. When a drainage ditch or storm sewer is proposed, calculations showing the basis for design shall be submitted.
- d. When a drainage channel is proposed, complete plans, profiles, typical cross sections, grades and specifications shall be submitted, showing complete construction details

SECTION C. SURVEY MONUMENTS.

In all subdivisions and additions, all block and lot corners shall be established and set. All corners shall consist of iron rods of a diameter not less than one-half (1/2) inch and twelve (12) inches deep, set a maximum of two (2) inches below finished grade.

SECTION D. STREET AND ALLEY IMPROVEMENTS.

1. Construction:

All streets and alleys shall be constructed in accordance with the Development Standards and these Standards.

2. Internal Streets:

- a. The developer shall be responsible for the dedication of right-of-way and construction of all streets which cross the subdivision.
- b. For any collector that crosses such subdivision, the developer shall be responsible for the installation of the entire pavement width.
- c. In the event it is impractical to install a portion of a street at the time of subdivision development, as determined by the District Engineer, the developer may escrow with the district money in lieu of construction of the required paving. Such escrow amount shall equal the cost for the design and construction of such required paving, including curb and gutter, and sidewalks where applicable, and shall be considered as full and final payment for the installation of said improvements. No further cost shall be assessed the developer thereafter.

3. Connection to Existing Streets:

No building shall be occupied and no use shall commence on a lot until such time as any street or portion thereof providing access to such lot shall have been connected to the existing street system by a street of at least 24 feet in width, located within public right-of-way. The construction of such street extension shall be in accordance with the Development Standards and these Standards.

Where construction of the street extension occurs concurrently with construction of any building on a lot to be served by such extension, an access road shall be provided and maintained for fire apparatus and other emergency vehicles during the construction of the building, or until such time as the extension to the existing street system has been constructed.

4. Engineer's Certificate:

Upon the completion of construction of the street or alley, a certificate shall be provided, signed by a professional engineer, who shall be registered in the State of Texas, that any and all improvements constructed in the subdivision have been completed in accordance with the approved construction plans, and that all monuments and lot markers have been properly located and placed in accordance with this ordinance.

5. Street Signs:

- a. Street signs shall be furnished and installed by the developer at each intersection.

6. Street Lights:

Residential and Collector Streets:
Street lights along residential and collector streets shall be installed and paid for by the developer, including materials and labor.

7. Alleys

Alleys shall not be required, but if installed must conform to these Standards.

SECTION E. SANITARY SEWER.

1. All subdivisions shall be provided with an approved sewage disposal system which shall be connected to an approved sanitary sewer system.
2. The developer shall furnish and install the complete sewage system. The sewage system shall be designed and constructed in accordance with the Wastewater Master Plan, and any applicable Texas Natural Resource Conservation Commission regulations.

SECTION F. WATER.

1. All subdivisions shall be provided with an approved water system which shall be connected to an approved water distribution system.
2. The developer shall furnish and install the complete water system. The water system shall be designed and constructed in accordance with the Water Distribution Master Plan, and any applicable Texas Natural Resource Conservation Commission regulations.

SECTION G. FINISHED FLOOR ELEVATION.

1. Where any lot is adjacent to a flood plain as identified on the Federal Emergency Management Agency (FEMA) maps, there shall be a minimum finished floor elevation of at

least two (2) feet above the one hundred (100) year flood plain elevation, based on ultimate development.

SECTION H. SIDEWALKS.

1. When the delay of sidewalk construction is deemed appropriate due to future right-of-way improvements, escrow of funds in lieu of the construction of sidewalks may be approved by the District Engineer. Such funds shall be escrowed with the District prior to the filing of the subdivision plat with the appropriate county clerk. The escrow amount shall be determined by the square foot cost of constructing such sidewalk, as estimated by the District Engineer. No building permits shall be granted until the escrow has been.

SECTION I. LOT GRADING: A detailed lot grading plan will be prepared that includes proposed grades at lot corners, side and/or rear swale low points and minimum pad and finish floor elevations. The lot grading plan will be prepared at a scale of 1"= 60 feet.

SECTION J. EROSION CONTROL PLAN: An erosion control plan shall be prepared as part of a Storm Water and Pollution Prevention Plan (SWPPP). Erosion control shall be maintained throughout the duration of the development. Erosion control features shall be maintained until adequate ground coverage is established as required by federal law.

SECTION K. EXCEPTIONS AUTHORIZED: The City Council shall have authority to authorize reasonable exceptions to a property's strict conformity with these regulations upon request of a property owner, when it is shown the requested exceptions (1) are not contrary to public interest or the spirit of the Development Standards, (2) do not cause injury to other properties in the area, and (3) allow for the development in a manner contemplated by the Development Standards.

SECTION L. DETENTION FACILITIES: In consideration of the proximity of the tract to Lake Lewisville, no detention facilities are required.

EXHIBIT "E"

INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF AUBREY, TEXAS AND

STATE OF TEXAS §

COUNTY OF DENTON §

This Interlocal Agreement (this "Agreement") is made and entered into as of the date executed by the Mayor of the City of Aubrey, Texas (the "Effective Date") by and between the City of Aubrey, Texas, a municipal corporation situated in Denton County, acting by and through its governing body, the City Council of the City of Aubrey, Texas (the "City") and _____ (the "District"), a conservation reclamation district created pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and operating pursuant to Chapters _____ Texas Water Code.

RECITALS

WHEREAS, the City is a municipal corporation that provides a full range of governmental services to its citizens; and

WHEREAS, the District is located within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, the owner of all of the land located within the District has entered into a Development Agreement with the City, dated _____; and

WHEREAS, the Development Agreement contemplates that all or a portion of the water, sanitary sewer and drainage facilities and roads serving the Property shall be provided by and financed by such conservation and reclamation district(s); and

WHEREAS, the District was created by _____; and;

WHEREAS, the District encompasses the _____ acres described in the attached Exhibit "A" (the "Land") which is a portion of the Property; and

WHEREAS, it is contemplated that the District will provide the water, sanitary sewer and drainage facilities and roads serving the Land; and

WHEREAS, the City has the statutory authority to provide water and sanitary sewer facilities to land located within its ETJ; and

WHEREAS, the City also has the authority to provide police, fire fighting and emergency medical services to land within its ETJ; and

WHEREAS, the District has the authority to provide the same facilities and services; and

WHEREAS, the City and District wish to enter into this Agreement to provide between themselves as to which one of them shall be responsible for providing such services and facilities; and

WHEREAS, pursuant to Chapter 791, Texas Government Code, as amended, the City and the District have the authority to enter into this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THESE PREMISES and of the mutual promises, obligations, covenants and benefits herein contained the parties contract and agree as follows:

ARTICLE I

PROVIDING OF WATER, SANITARY SEWER AND DRAINAGE FACILITIES AND SERVICES

The parties hereto agree that as between the City and the District, the District shall be responsible for causing the providing of water, sanitary sewer and drainage facilities and services to customers located within the boundaries of the District. Nothing herein, however, shall limit the rights of the City relative to participating in the installation of water and sanitary sewer facilities, as provided in the Development Agreement.

ARTICLE II

PROVIDING OF POLICE, FIRE FIGHTING AND EMERGENCY MEDICAL SERVICE FACILITIES AND SERVICES

The parties hereto agree that as between the City and the District, the District shall be responsible for providing the police, fire fighting and emergency medical services and necessary equipment to persons located within the District and the City shall not be required to expend any public funds for such purposes. The District may provide such services or contract with third parties to provide such services and the District shall be financially responsible therefore. Nothing herein shall prevent the District and the City from contracting for the City to provide such services, as long as the District remains financially responsible therefore.

ARTICLE III
ANNEXATION AND DISSOLUTION OF THE DISTRICT

The City and District recognize that, as provided by the laws of the State of Texas, the City has the right by annexation of the land within the District to abolish and dissolve the District and to acquire the District's assets and assume the District's obligations. The City hereby agrees that it will not annex the territory within the District any earlier than fifteen (15) years from the date hereof; provided that if prior to such date the District has issued its bonds secured by ad valorem taxes levied on land within the District to finance the water and sanitary sewer facilities to serve the land within the District, the City agrees that it shall not annex the land in the District until all of such bonds have been paid.

ARTICLE IV
TERM OF THE AGREEMENT

This Agreement commences and binds the parties on the Effective Date and continues until such time as the land in the District is annexed by the City.

ARTICLE V
MISCELLANEOUS

5.1. Remedies for Breach. In the event a party subject to the terms of this Agreement shall be determined to be in material breach of the terms hereof, the exclusive remedies available hereunder shall be injunctive relief specifying the actions to be taken by or prohibited of the defaulting party and the actions, if any, permitted to be taken by the non-defaulting party to remedy the default. Such injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

A party hereto shall not be not be deemed in breach of its obligations hereunder until the non-defaulting party has given such party written notice of such alleged breach and a commercially reasonable time in which to cure.

5.2. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by facsimile, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

Mayor
City of Aubrey
107 S. Main Street
Aubrey, Texas 76227

If to the District, to:

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other parties.

5.3. No Additional Waiver Implied. The failure of any party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other parties.

5.4. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.5. Merger. This Agreement embodies the entire understanding between the parties regarding the subject matter of this Agreement and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement.

5.6. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.7. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.8. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.9. Amendments. This Agreement may only be amended (i) by a resolution or ordinance of the City and (ii) by a resolution of the District. No officer or official is authorized or empowered to vary or waive the terms of this Agreement absent such amendment.

5.10. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties hereto, and their permitted successors and assigns.

5.11 Indemnification. It is expressly understood and agreed that the City shall have no involvement, right of control, supervision or direction over the provisions of any services that

are the subject matter of this Agreement, nor the means, methods, sequences, procedures and techniques utilized to provide any such services. There shall be no joint control over any such provision of services. Developer agrees to fully defend, indemnify and hold harmless the City from any claim, proceeding, cause of action, judgment, penalty or any other cost or expense, including, but not limited to, attorneys fees, arising or growing out of or associated with any provision of services to the Property or any person or entity therein, by the Developer, its contractors, subcontractors or any of their agents, representatives or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity.

Accepted and executed on this _____ day of _____, 2004.

“DISTRICT”

By: _____

Name: _____

Its: _____

Accepted and executed on this _____ day of _____, 2004.

“CITY”

CITY OF AUBREY, TEXAS

By: _____
_____, Mayor

ATTEST:

By: _____
_____, Secretary

Planning and Zoning Commission Meeting Minutes

Aubrey City Council Chambers
226 Countryside Dr.
Aubrey, TX 76227
January 15, 2025
6:00 PM



Call to Order - Determine if a Quorum is Present:

The meeting was called to order at 6:07 PM.

Present: Donald Smith, Kyle Kennedy, Candace Stone, Brittney Murray, Sina Tidwell, Nicole Shaw

Absent: Christal Johnson, Chuck Fuller

Staff Present: City Attorney Patricia Adams, City Secretary Jenny Hicks, Executive Director of Operations Leanne Wilson, Development Manager Shanda Guffee, City Planner Helen-Eve Beadle

Commissioner Tidwell offered the invocation, Commissioner Stone led the United States Pledge of Allegiance, and Commissioner Shaw led the Texas Pledge of Allegiance.

Community Announcements: None

Citizen Input: None

New Business: New items requested for consideration.

1. Consider and make a recommendation to City Council regarding a Preliminary Plat application for High Country Phase 10 containing 136 residential lots, two (2) HOA/nonresidential lots, and one (1) General Retail lot in approximately 32.121 acres of land out of the James Bridges Jr. Survey, Abstract No. 36, City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas. (D.R. Horton-Texas, Ltd.)

City Planner Helen-Eve Beadle provided information.

P&Z Commissioner Donald Smith made a motion to the Preliminary Plat approve with the conditions listed. P&Z Commissioner Kyle Kennedy seconded. Motion Passed (6:0). None opposed.

Conditions:

1. The street names need to be approved. Chapter 10, Subdivision

- Regulation, Chapter 10A Subdivision Ordinance, Section 4.01 (1) Preliminary Plat requirements; and**
- 2. The front yard setback on the GR General Retail lot shall follow the setback at the right-of-way corner clip at the intersection of Frontier Parkway, and McNatt Road.**

2. Consider and make a recommendation to City Council regarding a site plan application for 403 S. Main, for restaurant use within Aubrey city limits. *(Applicant: SHAP, LLC)*

Executive Director of Operations Leanne Wilson spoke regarding the applicants request to pull the item from consideration.

P&Z Commissioner Sina Tidwell made a motion to table until the March Planning and Zoning Commission meeting. P&Z Commissioner Brittney Murray seconded. Motion Passed (6:0). None opposed.

3. Approve minutes of the December 12, 2024 meeting.

P&Z Commissioner Kyle Kennedy made a motion to approve the minutes. P&Z Commissioner Candace Stone seconded. Motion Passed (6:0). None opposed.

The meeting was adjourned at 6:19 PM.

PASSED and APPROVED by the Planning and Zoning Commission of the City of Aubrey, Texas this 13th day of February, 2025.

Sina Tidwell, Commission Chair

ATTEST:

Jenny Hicks, City Secretary