

Planning and Zoning Commission Meeting

Aubrey City Hall
107 S. Main St
Aubrey, TX 76227
March 14, 2024
6:00 PM



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

Notice Regarding Remote Participation of Board Members

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

Notice Regarding Public Participation

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

Join the Zoom Meeting by clicking on the following

link: <https://us06web.zoom.us/j/89895676214?pwd=bOePvIEJzOT1x9Te1lQjKiT1nlwqNN.1>

Meeting ID: 898 9567 6214 Password: 96668

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

Call to Order - Determine if a Quorum is Present:

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

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

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

New Business: New items previously requested for consideration.

1. Consider and make a recommendation to City Council regarding a Site Plan for Aubrey 377 Addition, Block A, Lot 2R, being 2.0984 acres of land situated in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas located immediately east of US 377 south of Concho Street and north of Surveyors Road. *Applicant: Sterling Aubrey Retail, LLC*
2. Consider and make a recommendation to City Council regarding a Final Plat of Aubrey 377 Addition, Block A, Lot 2R being a replat of Block A Lot 2, 2.0984 acres of land situated in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas located immediately east of US 377 south of Concho Street and north of Surveyors Road. *Applicant: Sterling Aubrey Retail, LLC*
3. Consider and make a recommendation to City Council regarding a Minor Plat of Gilliland Acres, being 2.00 acres in the F Trevino Survey, Abstract 1243, in the City of Aubrey Extraterritorial Jurisdiction, Denton County Parcel ID 241600, generally located at 10429 Redfearn Rd. *Applicant: Denise Gilliland*
4. Hold Public Hearing, Consider and make a recommendation to City Council regarding an amendment to Exhibit 14A, "Zoning Ordinance," in Chapter 14, "Zoning" of the Code of Ordinances of the City of Aubrey, Texas to provide for Alcoholic Beverage Sales, Package Store, through a Specific Use Permit (SUP) and to provide for a definition of Package Store in the Commercial (C) District.

Open Public Hearing: ____ p.m. Close Public Hearing: ____ p.m.

5. Hold Public Hearing, Consider and make a recommendation to City Council regarding a change in zoning on property zoned Commercial (C) for a Specific Use Permit (SUP) to allow for Alcoholic Beverage Sales, Package Store, at 928 S US 377, Suite 110, Aubrey, Denton County, Texas. *Applicant Name: DVS Holdings, LLC dba Knockout Liquor*

Open Public Hearing: ____ p.m. Close Public Hearing: ____ p.m.

6. Hold Public Hearing, Consider and make a recommendation to City Council regarding a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with General Retail (GR) and Government Uses on approximately 25.148 acres of land located at 1817 Spring Hill Road. Denton County Parcel ID 52100. *Applicant: Pretium Capital, LLC*

Open Public Hearing: ____ p.m. Close Public Hearing: ____ p.m.

7. Consider and make a recommendation to City Council regarding a Preliminary Plat for the Loyd Property (Project 53), for 300 Residential Lots, 1 Lift Station lot, 4 Open Space Lots, 1 Public Park Lot, 1 General Retail Lot, 1 City Dedicated General Retail Lot, being 47.275 acres of land situated in the J. Bridges Jr. Survey, Abstract No. 36, within the City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas. The property is generally located west of FM 2931, north of Frontier Parkway, and east of the future Silverado Parkway. *Applicant: Sandra Gay Loy*
8. Consider and make a recommendation to the City Council regarding a Preliminary Plat for High Country Phase 10, for 2 Lots, being 30.312 acres situated in the James Bridges, Jr. Survey, Abstract No. 36, within the City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas. The property is generally located west of McNatt Road, north and south of the future Frontier Parkway, south of Ike Byrom Road. *Applicant: B&B Sand and Gravel, Inc*
9. Consider and act on a Preliminary Plat for Sandbrock Ranch Phase 14, being 26.210 acres of land situated in the William Lumpkin Survey, Abstract No. 730 and the Frederick H. Pollard Survey, Abstract No. 995, City of Aubrey ETJ, Denton County, Texas located between FM 2931 and FM 1385, and south of FM 428 and Overbrook Parkway. *Applicant: Horizon Deer Creek Development Corp*
10. Consider and act on a Preliminary Plat for Sandbrock Ranch Phases 15 and 16, being 75.771 acres of land situated in the William Lumpkin Survey, Abstract No. 730, City of Aubrey ETJ, Denton County, Texas located between FM 2931 and FM 1385, and south of FM 428 and Overbrook Parkway. *Applicant: Horizon Deer Creek Development Corp*
11. Consideration and action on approval of Minutes of the February 8, 2024 Planning and Zoning Commission Meeting.

-ADJOURN-

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

I certify that the attached notice and agenda of items to be considered by the Planning and Zoning Commission of the City of Aubrey, Texas was removed by me from the official bulletin board of the City of Aubrey, Texas, 107 South Main St, Aubrey, Texas on the _____ day of _____, 2023.

(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
March 14, 2024

Agenda Item

Consider and make a recommendation to City Council regarding a Site Plan for Aubrey 377 Addition, Block A, Lot 2R, being 2.0984 acres of land situated in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas located immediately east of US 377 south of Concho Street and north of Surveyors Road. *Applicant: Sterling Aubrey Retail, LLC*

Staff Contact

Cate Ball, Planner
cball@plummer.com
817-806-1700

Summary

This item was tabled at the last P&Z meeting to allow the applicant/owner to revise the site plan to fit the required landscaping.

A revised site plan is attached showing that the buildings have been reduced to fit the needed landscaping along US 377.

Staff Recommended Motion

Approve

Conditions

N/A

CONSTRUCTION PLANS
FOR
AUBREY RETAIL
LOT 2R, BLOCK A
CITY OF AUBREY, DENTON COUNTY, TX

LEGEND

- 10

EXIST. CONTOUR

10

PROPOSED CONTOUR

X

EXISTING FENCE

W

EXIST. WATER MAIN

S

EXIST. SEWER MAIN

STM

EXIST. STORM MAIN

FLOW DIRECTION

REMOVE AND REPLACE

PROP. 6" CONCRETE

ABBREVIATION

- TC

TOP OF CURB
- TP

TOP OF PAVEMENT
- FS

FINISH SURFACE
- FG

FINISH GRADE
- FL

FLOWLINE
- HP

HIGH POINT
- LP

LOW POINT
- TG

TOP OF GRATE
- GB

GRADE BREAK
- P/L

PROPERTY LINE
- R/W

RIGHT OF WAY
- SW

SIDEWALK
- OHE.

OVERHEAD ELECTRICITY
- WM

WATER METER
- PP

POWER POLE
- TOC

TOP OF CLEANOUT
- TSW

TOP OF STEMWALL
- FF

FINISHED FLOOR
- UE

UTILITY EASEMENT
- TRW

TOP OF RETAINING WALL
- TF

TOP OF FOOTING
- CF

CURB FACE
- TCH

TOP OF CHANNEL
- BCH

BOTTOM OF CHANNEL

OWNER
STERLING AUBERY RETAIL LLC
14859 MYRTLE BEACH LN,
FRISCO 75035
CONTACT: LAXMI NARSIMHA
MADHAVA REDDYGARI
EMAIL: MLNR99@GMAIL.COM

PROPERTY ADDRESS:
667-02 AUBREY RETAIL
AUBREY, TEXAS

DEVELOPER
SATEESH ALLADA
S3RA DESIGN & BUILD, INC
2414 MARSH LN, SUITE 101,
CARROLLTON, TX 75006
PH: 408-655-4291
EMAIL: SATEESH@S3RADB.COM

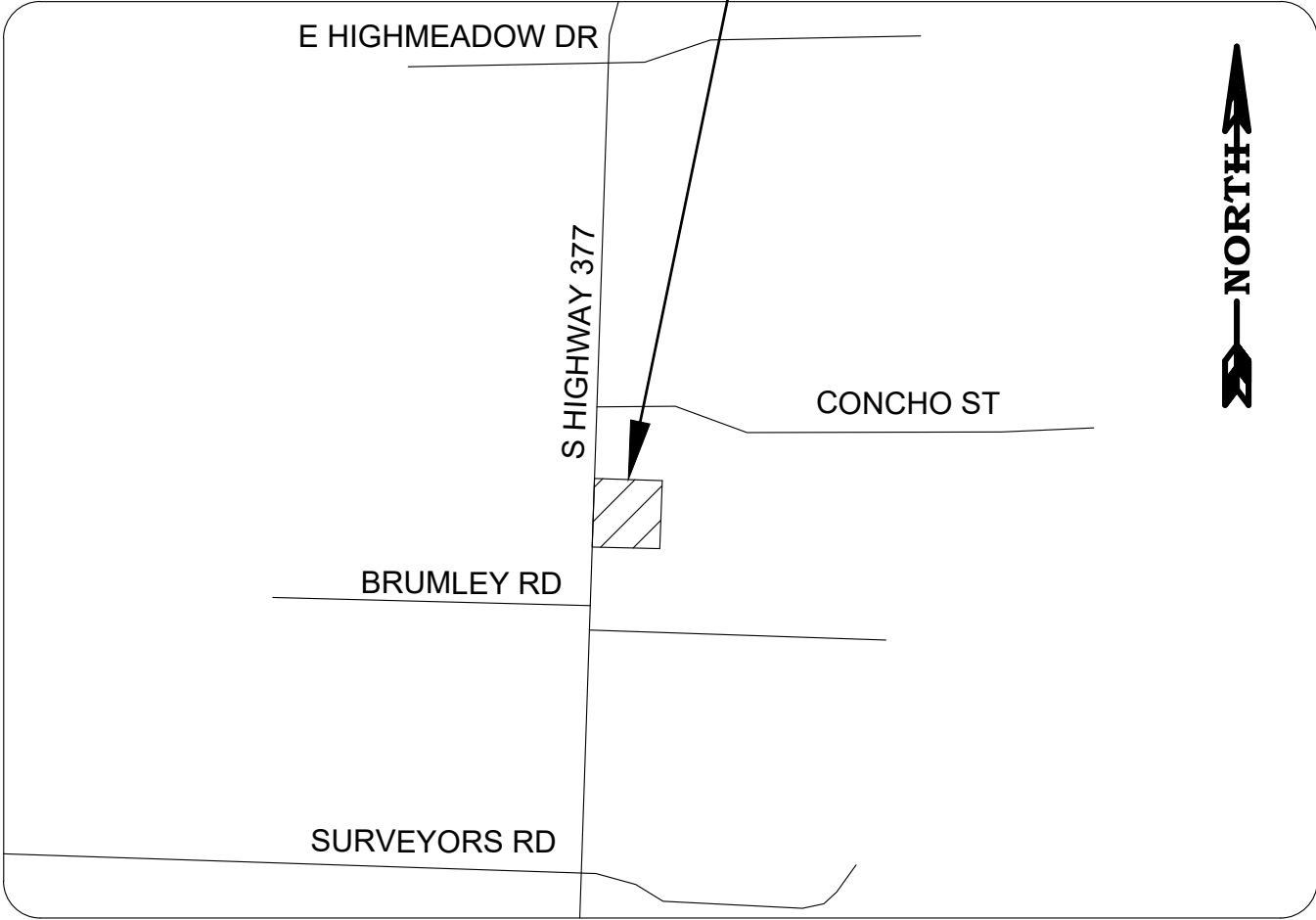
PREPARED BY:
iCIVIL ENGINEERING
1001 W EULESS BLVD, STE 412H
EULESS, TX 76040
TEL.(972) 523-5493
TBPE:F-19293

TOPOGRAPHIC SURVEY BY:
LAND TITLE SURVEY
CITY OF AUBREY
DENTON COUNTY, TEXAS

SITE BENCHMARK:
1" IRON PIPE FOUND AT THE
NORTHEAST CORNER OF THE
CONCHO STREET AND US HWY 377

ELEV. 676.28
N 7154921.62', 2431220.68'

PROJECT SITE



VICINITY MAP
NOT TO SCALE

SHEET INDEX

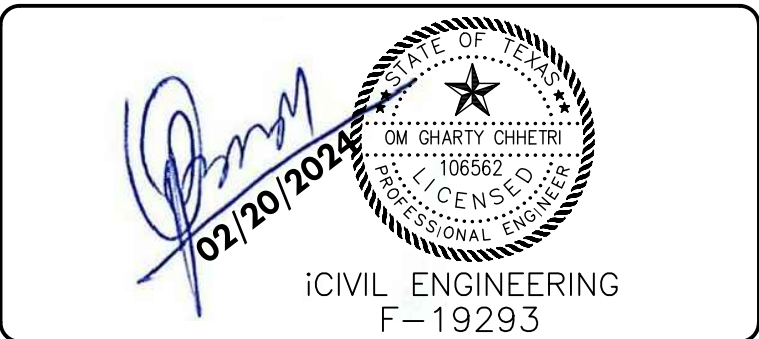
SHEET NO	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	PLAT
4	SITE PLAN
5	PAVING PLAN & DIMENSION CONTROL PLAN
6	GRADING PLAN
7	PRE PROJECT DAM
8	POST PROJECT DAM
9	EROSION CONTROL PLAN
10	UTILITY PLAN
11	STORM DRAIN PROFILE
12	STORM DRAIN CALCULATIONS
13-16	DETAILS



iCIVIL ENGINEERING
1001 W EULESS BLVD, STE 412H
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PH: (972) 523-5493
TBPE: F-19293
EMAIL: INFO@ICIVILENG.COM

no.	revision	by	date

scale
horiz
vert
date
FEB 2024



CITY OF AUBREY, TX
COVER SHEET
FOR
AUBREY RETAIL
LOT 2R, BLOCK A
AUBREY 377 ADDITION
CITY OF AUBREY, DENTON COUNTY, TX

PROJECT NO.
sheet
1
of
16

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT CITY OF AUBREY, NCTCOG AND TXDOT STANDARDS/SPECIFICATIONS RESPECTIVELY. A COPY OF THE CONTRACT DOCUMENTS AND PLANS SHALL BE AVAILABLE ON-SITE AT ALL TIMES BY THE CONTRACTOR.
2. ALL COMMUNICATION BETWEEN THE CITY AND THE CONTRACTOR SHALL BE THROUGH THE ENGINEERING CONSTRUCTION INSPECTOR AND ENGINEER OF RECORD ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE APPROPRIATE DEPARTMENT FOR INSPECTIONS OF WORK NOT FALLING UNDER THE PUBLIC WORKS CONSTRUCTION PERMIT.
3. THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND THERE MAY BE OTHER UNKNOWN EXISTING UTILITIES NOT SHOWN ON THE PLANS. ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED AND PROTECTED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. (ALSO SEE GENERAL NOTE NO. 4.4) THE CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES 72 HOURS PRIOR TO DOING ANY WORK IN THE AREA:
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM THE FOLLOWING:
- 4.1. PREVENT ANY PROPERTY DAMAGE TO PROPERTY OWNER'S POLES, FENCES, SHRUBS, MAILBOXES, ETC
- 4.2. LOCATE, VERIFY WORKING CONDITION AND PROTECT ALL EXISTING SPRINKLER SYSTEMS LINES AND HEADS (IF ANY) WITHIN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES. REMOVE, ADJUST AND REINSTALL IN GOOD CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITION; REPLACE, IF IN DIRECT CONFLICT, WITH THE SAME OR BETTER QUALITY MATERIAL AND APPURTENANCES, ALL AT THE CONTRACTOR'S OWN EXPENSE.
- 4.3. PROVIDE ACCESS TO ALL DRIVES DURING CONSTRUCTION.
- 4.4. PROTECT ALL UNDERGROUND AND OVERHEAD UTILITIES AND REPAIR ANY DAMAGES. (ALSO SEE GENERAL NOTE NO. 3.)
- 4.5. NOTIFY ALL UTILITY COMPANIES AND VERIFY LOCATION OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.
- 4.6. PROVIDE CONSTRUCTION STAKING OF PUBLIC IMPROVEMENTS CONSTRUCTED WITHIN ANY RIGHT-OF-WAY. STAKING SHALL BE PERFORMED BY A SURVEYOR LICENSED IN THE STATE OF TEXAS.
- 4.7. COOPERATE WITH THE UTILITY COMPANIES WHERE UTILITIES ARE REQUIRED OR SPECIFIED TO BE RELOCATED.
- 4.8. WORK IN CLOSE PROXIMITY TO AND PROTECT EXISTING UTILITY MAINS, TRAFFIC LIGHTS AND POLES.
- 4.9. ANY ITEM NOT SPECIFICALLY CALLED OUT TO BE REMOVED SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD PRIOR TO REMOVING THAT ITEM OR IT SHALL BE REPLACED AT THE CONTRACTOR'S OWN EXPENSE.
- 4.10. ANY TREE, SHRUB, OR GRASSED AREAS DAMAGED BY THE CONTRACTOR'S WORK SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE TO EXISTING OR BETTER CONDITION.
5. IN THE PREPARATION OF THE PLANS AND SPECIFICATIONS, THE ENGINEER OF RECORD HAS ENDEAVORED TO INDICATE THE LOCATION OF EXISTING UNDERGROUND UTILITIES. IT IS NOT GUARANTEED THAT ALL LINES OR STRUCTURES HAVE BEEN SHOWN ON THE PLANS. THE CONTRACTOR SHALL REQUEST FOR LINE LOCATES AS DIRECTED IN ITEM #3. THE ENGINEER OF RECORD SHALL BE NOTIFIED ABOUT ANY CONFLICTS TO PROVIDE WRITTEN DIRECTION AND REVISED PLANS AS REQUIRED.
6. VERIFICATION OF THE CONDITION OF EXISTING CITY UTILITIES PRIOR TO CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL REQUEST FOR LINE LOCATES AS DIRECTED IN ITEM #3.
7. THE LOCATION FOR THE DISPOSAL OF CONSTRUCTION MATERIAL AND SPOILS SHALL BE ACCEPTED BY THE CITY PRIOR TO THE START OF CONSTRUCTION AS REFLECTED WITHIN THE STORMWATER POLLUTION PREVENTION PLAN.
8. ALL PHASES OF CONSTRUCTION MUST BE COORDINATED WITH THE ENGINEER OF RECORD. ALSO, THE CONTRACTOR IS REQUIRED TO COORDINATE WITH THE ADJACENT PROPERTY OWNERS AND THE CITY IN ORDER TO MINIMIZE CONFLICTS IN TRAFFIC FLOW OR OTHER OPERATIONS.
9. IT SHALL BE UNLAWFUL FOR ANY PERSON TO LAY, CONSTRUCT, BUILD, GRADE, GRAVEL, PAVE, SURFACE, EXCAVATE, RESURFACE, OR DO ANY WORK IN OR UPON ANY PUBLIC STREET, ALLEY, EASEMENT, THOROUGHFARE, PUBLIC PLACE, OR CONNECT TO PUBLIC WATER AND WASTEWATER MAINS WITHIN THE CITY, WITHOUT FIRST HAVING OBTAINED A PERMIT TO DO SUCH WORK FROM THE DIRECTOR OF PUBLIC WORKS, AND WITHOUT HAVING PAID A PERMIT FEE TO THE CITY. THE PERMITTEE SHALL NOTIFY THE CITY OF THE CONSTRUCTION STARTUP DATE AND AN EXPECTED COMPLETION DATE.
10. FIELD ADJUSTMENTS MAY BE NECESSARY AND SHALL BE CARRIED OUT AS DIRECTED IN WRITTEN FORM, AND REVISED PLANS AS NEEDED, BY THE ENGINEER OF RECORD. THE ADJUSTMENTS SHALL BE COORDINATED WITH THE CONTRACTOR AND THE ENGINEERING CONSTRUCTION INSPECTOR.
11. THE CONTRACTOR SHALL VERIFY, LOCATE, AND PROTECT EXISTING WATER, WASTEWATER, FIBER OPTIC CABLE/PATHWAYS (CITY AND FRANCHISE UTILITY), TRAFFIC SIGNALS AND APPURTENANCES, STORM DRAINAGE, NATURAL GAS, PETROLEUM PIPELINES, ELECTRIC AND TELEPHONE MAINS AND SERVICES AND RESTORE SERVICE IN CASE OF ANY DAMAGE.
12. THE PERMITTED CONTRACTOR MAKING CONNECTIONS/EXTENSIONS TO EXISTING PUBLIC UTILITIES SHALL BE SOLELY RESPONSIBLE FOR BACKFILL OF THE UTILITY TRENCH, AND ANY PAVING REPAIRS REQUIRED FOR COMPLETION OF THE CONNECTION/EXTENSION. ALL PAVING REPAIRS SHALL COMPLY WITH THE CURRENT CITY STANDARD DETAILS. THIRD PARTY WORK, NOT COVERED BY THE PERMITTEES PERMIT AND MAINTENANCE BOND, SHALL NOT BE ACCEPTED.
13. SHEETING, SHORING, AND BRACING: THE CONTRACTOR WILL ABIDE BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS GOVERNING EXCAVATION. TRENCH'S SIDE SLOPES SHALL MEET OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION. SHEETING SHORING AND BRACING SHALL BE REQUIRED IF SIDE SLOPE STANDARDS ARE NOT MET. A PULL BOX, MEETING OSHA STANDARDS, WILL BE ACCEPTABLE. THE CONTRACTOR SHALL SUBMIT SITE SPECIFIC, DETAILED PLANS AND SPECIFICATIONS FOR TRENCH SAFETY SYSTEMS THAT MEET OSHA STANDARDS HAT ARE IN EFFECT AT THE TIME OF DEVELOPMENT OF PROJECT WHEN TRENCH EXCAVATION WILL EXCEED A DEPTH OF FIVE (5) FEET. THESE PLANS WILL BE SEALED BY AN ENGINEER REGISTERED BY THE STATE OF TEXAS AND SUBMITTED TO THE CITY PRIOR TO OBTAINING RELEASE OF THE PUBLIC WORKS CONSTRUCTION PERMIT.
14. THE CONTRACTOR SHALL SUBMIT MIX DESIGNS FOR REVIEW AND ACCEPTANCE BY THE CITY PRIOR TO ANY PLACEMENT FOR ANY PUBLICLY DEDICATED INFRASTRUCTURE.
15. ALL EXISTING GRADES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST INFORMATION AVAILABLE. GRADES SHALL BE VERIFIED AND ANY DISCREPANCY BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD FOR EVALUATION AND ADJUSTMENTS AS NEEDED.
16. ALL BACKFILL FOR DITCH LINES ARE TO BE MECHANICALLY TAMPED TO 95% STD PROCTOR DENSITY (ASTM D698), AT A MOISTURE CONTENT NEAR OPTIMUM (-2% TO +2%, OR AS SPECIFIED BY THE ENGINEER OF RECORD). COSTS OF TESTING SERVICES FOR PRIVATE DEVELOPMENT, ON INFRASTRUCTURE THAT IS TO BE DEDICATED TO THE CITY, SHALL BE PAID BY THE DEVELOPER/CONTRACTOR. TESTING SHALL COMPLY WITH THE CITY STANDARDS AND THE CURRENT STANDARD DETAILS. ALL TEST REPORTS FOR PUBLIC INFRASTRUCTURE SHALL BE PROVIDED TO THE CITY IN A TIMELY MANNER. COSTS FOR RE-TESTING AFTER NOTED FAILURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
17. CONTRACTOR TO FILL ALL VOIDS UNDER EXISTING PAVEMENT WHEN INSTALLING NEW LINE. ALSO ALL DITCH LINES MUST BE FILLED AT THE END OF EACH DAY'S WORK. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE PROPER CITY DEPARTMENTS FOR ANY TRENCHES THAT ARE TO LEFT OPEN OVERNIGHT AND SHALL PROPERLY MARK AND PROTECT THE TRENCH.
18. ALL PIPES SHALL BE KEPT FREE OF TRASH AND DIRT AT ALL TIME. AT THE END OF EACH DAY, THE PIPE SHALL BE TEMPORARILY SEALED/CONNECTED. ALL PIPE INSTALLATION SHALL BE PERFORMED AS RECOMMENDED PER THE PIPE MANUFACTURER.
19. THE CONTRACTOR SHALL KEEP THE EXISTING FIRE HYDRANT(S), IF ANY IN SERVICE AT ALL TIMES, TO THE EXTENT POSSIBLE. THE CONTRACTOR SHALL BAG OR MARK FIRE HYDRANTS PROPERTY AND NOTIFY THE FIRE DEPARTMENT UPON REMOVING ANY HYDRANT FROM SERVICE. CONSTRUCTION THAT CAUSES THE INTERRUPTION OF WATER SUPPLY FOR FIRE SUPPRESSION MAY REQUIRE A FIRE WATCH TO BE PERFORMED BY THE FIRE DEPARTMENT. COSTS FOR FIRE WATCH SERVICES ARE AT THE CONTRACTOR'S EXPENSE.
20. THE CONTRACTOR SHALL MAINTAIN THE EXISTING WATER MAINS IN SERVICE DURING ALL PHASES OF CONSTRUCTION. LEAKS CAUSED BY THE CONTRACTOR SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE. LEAKS ALONG THE EXISTING WATER MAIN CLOSE TO THE WORKING AREA, CAUSED BY VIBRATION, ETC. (DURING WORKING HOURS) SHALL BE REPAIRED BY THE CONTRACTOR WITH THE CITY ONLY PROVIDING THE REQUIRED PARTS. THE CITY WILL REPAIR ALL LEAKS IF THE CONTRACTOR IS NOT ON THE JOB-SITE (PRIMARILY AFTER WORKING HOURS); IF THE LEAK IS DIRECTLY CAUSED BY THE CONTRACTOR AND NOT REPAIRED, ALL CHARGES INCURRED SHALL BE BILLED TO THE CONTRACTOR.
21. ALL CUTTING AND PLUGGING OF THE EXISTING WATER MAIN, WHERE SPECIED ON THE PLANS, SHALL INCLUDE ALL LABOR, FITTINGS AND APPURTENANCES REQUIRED TO PERFORM THIS WORK.
22. THE CONTRACTOR SHALL CONTACT THE ASSIGNED INSPECTOR FOR THE OPERATION OF ALL WATER VALVES & SCHEDULING OF SERVICES BY WATER/WASTEWATER.
23. THE CONTRACTOR SHALL MAINTAIN THE EXISTING WATER MAINS AND SERVICES IN OPERATION WHEN INSTALLING NEW WATER MAINS. THIS SHALL INCLUDE ANY TEMPORARY CONNECTIONS, IF REQUIRED.
24. THE CONTRACTOR MUST NOTIFY EACH PROPERTY OWNER A MINIMUM OF 24 HOURS PRIOR TO SHUTTING OFF WATER FOR CONNECTION TO NEW MAIN. THE CONTRACTOR SHALL NOTIFY THE ENGINEERING CONSTRUCTION INSPECTOR A MINIMUM OF 72 HOURS IN ADVANCE FOR ALL WATER OR WASTEWATER LOCATES OR SHUT OFFS OF WATER. THE LENGTH OF TIME FOR WATER SHUTDOWNS SHALL BE LIMITED TO AS NEEDED TO PERFORM THE REQUIRED WORK.
25. THE CONTRACTOR SHALL MAINTAIN THE EXISTING WASTEWATER MAINS AND SERVICES IN OPERATION WHEN INSTALLING NEW WASTEWATER MAINS. THIS SHALL INCLUDE ANY TEMPORARY CONNECTIONS, IF REQUIRED.
26. THE MAXIMUM DEFLECTION OF PIPE JOINTS SHALL NOT EXCEED THAT RECOMMENDED BY THE PIPE MANUFACTURE. IF IT IS NECESSARY TO DEFLECT THE PIPE (GREATER THAT THE RECOMMENDED AMOUNT) THE CONTRACTOR SHALL PROVIDE FITTINGS AS NEEDED.
27. PRIOR TO THE START OF CONSTRUCTION, CITY WATER/WASTEWATER REPRESENTATIVE AND THE CONTRACTOR SHALL MAKE A DRY RUN TO THE SYSTEM TO INSURE, TO THE EXTENT POSSIBLE, THAT THE UTILITY CAN BE FOUND AND SECURED. ANY ISSUES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD TO PROVIDE WRITTEN DIRECTION AND PROVIDE REVISED PLANS AS NEEDED.
28. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO THE CITY. THE TRAFFIC CONTROL PLAN AND BARRICADES SHALL MAINTAIN TRAFFIC FLOW AND SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TMTUCD AND PREPARED BY A WORK ZONE CERTIFIED TECHNICIAN. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED A MINIMUM OF TWO WEEKS IN ADVANCE OF WORK COMMENCING. TEMPORARY STREET CLOSURE REQUESTS SHALL BE SUBMITTED IN WRITING.
29. ALL PAVEMENT MARKINGS, INCLUDING RAISED PAVEMENT MARKERS, LANE STRIPING, TRANSVERSE MARKINGS, SIGNS AND OTHER TRAFFIC CONTROL DEVICES, DISTURBED DURING CONSTRUCTION SHALL BE MAINTAINED, REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
30. SEED/SOD SHALL BE FURNISHED TO ESTABLISH GROUND COVER OVER ALL DISTURBED AREAS AS AN EROSION CONTROL MEASURE. THE CONTRACTOR SHALL NOT WAIT UNTIL THE COMPLETION OF THE ENTIRE PROJECT BEFORE DOING THIS WORK.
31. ALL SANITARY SEWER AND WATER MAIN CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY OR EASEMENT SHALL CONFORM TO THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) GUIDELINES FOR CONSTRUCTION OF PUBLIC WATER AND SEWER SYSTEMS. CONTRACTOR SHALL MAINTAIN A COPY OF THE DESIGN DOCUMENTS AT THE JOBSITE AT ALL TIMES.
32. THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH THE DEVELOPMENT PLANS RELEASED FOR CONSTRUCTION. THE CONTRACTOR SHALL INSURE THAT ALL EROSION CONTROL MEASURES ARE MAINTAINED AT ALL TIMES IN A CONDITION ACCEPTABLE TO THE PUBLIC WORKS ENGINEERING INSPECTOR.
33. THE CONTRACTOR SHALL NOT ALLOW SOIL AND DEBRIS TO ENTER EXISTING INLETS. ALL INLETS SHALL BE PROTECTED DURING CONSTRUCTION.
34. THE CONTRACTOR SHALL NOT DISPOSE OF WASTE OR ANY OTHER MATERIALS INTO STREAMS OR WATERWAYS. EXCESS MATERIAL SHALL BE HAULED OFF-SITE EACH DAY AND WILL NOT BE ALLOWED TO ACCUMULATE.
35. THE CONTRACTOR SHALL NOT BURY RUBBISH OR WASTE MATERIALS ON-SITE. BURNING MATERIALS WILL NOT BE ALLOWED WITHOUT PROPER WRITTEN AUTHORIZATION FROM THE CITY OF AUBREY FIRE DEPARTMENT.
36. THE CONTRACTOR SHALL WET DOWN THE CONSTRUCTION SITE AS DIRECTED BY THE CITY TO PREVENT BLOWING DUST.
37. THE CONTRACTOR SHALL CLEAN STREETS ADJACENT TO THE CONSTRUCTION SITE TO REMOVE MATERIALS DEPOSITED BY CONSTRUCTION VEHICLES ENTERING AND LEAVING THE CONSTRUCTION SITE.
38. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE AND MONITOR ALL WARNING AND SAFETY DEVICES (FLASHING LIGHTS, BARRICADES, SIGNS, ETC.) AS DEEMED NECESSARY BY THE CITY. WARNING AND SAFETY DEVICES SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
39. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND VERIFY IN THE FIELD THE LOCATIONS, ELEVATIONS AND SIZES OF CONFLICTING AND / OR ADJACENT UTILITIES IN ADVANCE OF BEGINNING CONSTRUCTION.
40. THE CITY OF AUBREY DETAILS SUPERSEDE ANY OTHER DETAILS THEN NCTCOG AND THEN TXDOT

WATER AND SANITARY SEWER GENERAL NOTES

1. UNLESS OTHERWISE NOTED ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE APPLICABLE SPECIFICATIONS AND STANDARDS OF THE CITY OF AUBREY THEN NCTCOG.
2. ALL SANITARY SEWER AND WATER MAIN CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY OR EASEMENT SHALL CONFORM TO THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) GUIDELINES FOR CONSTRUCTION OF PUBLIC WATER AND SEWER SYSTEMS. CONTRACTOR SHALL MAINTAIN A COPY OF THE DESIGN DOCUMENTS AT THE JOBSITE AT ALL TIMES.
3. CONTRACTOR SHALL MAINTAIN EXISTING SANITARY SEWER AND WATER SERVICE AT ALL TIMES DURING CONSTRUCTION.
4. THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE CITY AND UTILITY COMPANY RECORDS AND PLANS, AND ARE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL LOCATIONS, ELEVATIONS AND DIMENSIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION IN ORDER THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL PRESERVE AND PROTECT PUBLIC UTILITIES AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO UTILITIES RESULTING FROM CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT HIS EXPENSE. THE CITY OF EULESS ENGINEERING DEPARTMENT SHALL BE NOTIFIED WHEN PROPOSED SANITARY SEWER OR WATER LINE GRADES CONFLICT WITH EXISTING UTILITY LINES. AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION IN THE VICINITY OF EXISTING UTILITIES, THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES TO LOCATE ALL UNDERGROUND UTILITIES.
5. ALL DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE UNLESS NOTED OTHERWISE
6. ALL WATER MAINS SHALL BE C-900, DR-14 PVC PIPE.
7. THE CONTRACTOR SHALL PROVIDE A TRENCH SAFETY PLAN PRIOR TO BEGINNING HIS WORK.
8. ALL SANITARY SEWER LINES AND WATER MAINS SHALL HAVE A MINIMUM COVER OF THIRTY-SIX INCHES (36") TO THE TOP OF PIPE.
9. ALL WATER MAIN FITTINGS SHALL BE MECHANICAL AND SHALL BE POLYWRAPPED.
10. ALL PROPOSED WATER MAINS SHALL BE PRESSURE TESTED, FLUSHED AND STERILIZED AND MEET ALL FEDERAL AND STATE TESTING REQUIREMENTS.
11. WATER AND SEWER CROSSINGS SHALL BE PER THE LATEST TCEQ REQUIREMENTS
12. BUILDING FIRE MAIN, FIRE RISER AND FIRE DEPARTMENT CONNECTION SHALL BE INSTALLED BY A LICENSED FIRE SPRINKLER CONTRACTOR IN THE STATE OF TEXAS

PAVING NOTES:

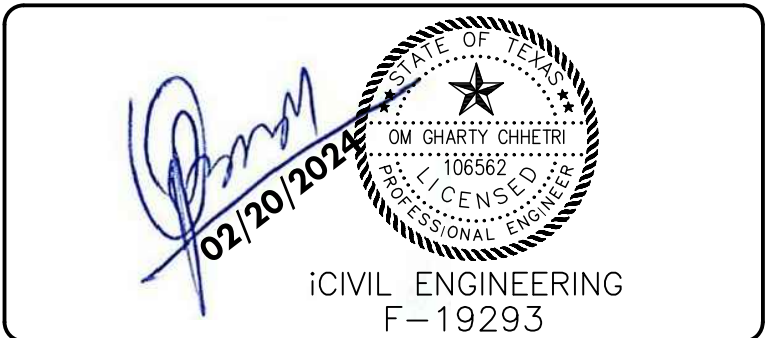
1. CONCRETE FOR ALL STREETS SHALL BE IN ACCORDANCE WITH TCSS 6" CLASS P1 (4,000 P.S.I. COMPRESSIVE @ 28 DAYS).
2. REINFORCING STEEL SHALL BE DEFORMED BARS NO. 3 ON 18 INCH CENTERS OR NO. 4 BARS ON 24 INCH CENTERS. REINFORCING SHALL BE IN BOTH DIRECTIONS ON CENTER. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ASTM 615, 616 AND 617.
3. ALL REINFORCING STEEL SHALL BE TIED (100%). REINFORCING STEEL SHALL BE SET ON PLASTIC CHAIRS. BAR LAPS BE MINIMUM 30 DIAMETERS.
4. EXPANSION JOINTS SHALL BE SPACED EVERY 200 FEET AND AT ALL INTERSECTIONS. ALLEYS SHALL HAVE A MINIMUM OF TWO EXPANSION JOINTS.
5. SAWED TRANSVERSE DUMMY JOINTS SHALL BE SPACED EVERY 15 OR 1.25 TIMES LONGITUDINAL BUTT JOINT SPACING WHICHEVER IS LESS. SAWING SHALL OCCUR WITHIN 5 TO 12 HOURS AFTER THE POUR INCLUDING SEALING. OTHERWISE THE SECTION SHALL BE REMOVED AND LONGITUDINAL BUTT JOINT CONSTRUCTED.
6. SUBGRADE UNDER PAVEMENTS SHALL BE A MINIMUM OF 7 INCHES OF LIME TREATED SUBGRADE. ONLY HYDRATED LIME SHALL BE UTILIZED. OPTIMUM LIME SHALL BE APPLIED. OPTIMUM LIME CONTENT SHALL BE DETERMINED DURING THE EXCAVATION BY THE USE OF A LIME SERIES TEST. LIME SERIES TEST SHALL BE TAKEN ALONG THE EXCAVATION AT ALL CHANGES IN SOIL AND A MINIMUM OF 300 FEET. LIME SERIES SHALL BE COMPLETED BY AN INDEPENDENT LABORATORY APPROVED BY THE CITY OF AUBREY.
7. LIME TREATED SUBGRADE SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 95 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D 698. MOISTURE CONTENT SHALL BE WITHIN -2 TO +4 OF OPTIMUM. DENSITY TEST RESULTS SHALL BE COMPLETED BY AN INDEPENDENT LABORATORY APPROVED BY THE CITY OF AUBREY. ALL RESULTS SHALL BE PROVIDED TO THE CITY OF AUBREY.
8. LIME TRIMMINGS ARE NOT ACCEPTABLE FOR ANY USE.
9. ALL FILL SHALL BE COMPACTED BY MECHANICAL METHODS. MAXIMUM LOOSE LIFT FOR COMPACTION SHALL BE 8 INCHES. ALL LIFTS SHALL BE TESTED FOR DENSITY BY AN INDEPENDENT LABORATORY APPROVED BY THE CITY OF AUBREY. DENSITY REQUIREMENT SHALL BE AS SHOWN ON THE PLANS FOR THE TYPE OF MATERIAL CALLED FOR IN THE PLANS.
10. ALL DISTURBED AREAS OF ROADWAY WORK SHALL HAVE GRASS ESTABLISHED IMMEDIATELY. GRASS SHALL MEET THE REQUIREMENTS OF ITEM 3.8, 3.9, 3.10 & 3.11 OF NCTCOG.
11. ALL AREAS TO BE EXCAVATED OR FILLED SHALL HAVE EROSION CONTROL PLACED PRIOR TO COMMENCING EARTHWORK. EROSION CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT THE PROJECT IN ACCORDANCE WITH NCTCOG ITEM 3.12.
12. ALL SIDEWALKS SHALL INCLUDE BARRIER FREE RAMPS AT INTERSECTING STREETS, ALLEYS, DRIVEWAYS, ETC. BARRIER FREE RAMPS SHALL MEET CURRENT ADA REQUIREMENTS AND BE APPROVED BY THE TEXAS LICENSING BOARD.
13. SIDEWALKS SHALL BE DOWELED INTO PAVEMENT WHERE IT ABUTS DRIVEWAYS. EXPANSION JOINT MATERIAL SHALL BE USED AT THESE LOCATIONS.
14. NO VEHICLES SHALL BE PERMITTED ON CONCRETE PAVEMENT WITHOUT APPROVAL FROM THE CITY OF AUBREY. THE CITY OF AUBREY WILL MAKE DETERMINATION BASED ON CONCRETE BREAK REPORT.
15. CONCRETE MIX DESIGN SHALL BE SUBMITTED FOR REVIEW.
16. ALL PAVING FOR PARKING SHALL BE 6" CLASS P1 4,000 P.S.I. CONCRETE SUBJECT TO CITY OF AUBREY ENGINEER APPROVAL.
17. ALL AREAS NOT UNDER PAVING SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 92 PERCENT OF THE MAXIMUM DENSITY.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING WATER AND SEWER APPURTENANCES PER CITY STANDARDS
19. CONTRACTOR SHALL OBTAIN AND PAY FOR ANY PERMITS REQUIRED
20. SURFACE FINISHING SHALL BE SKID RESISTANT AND A LIQUID CURING COMPOUND SHALL BE UNIFORMLY APPLIED ON THE CONCRETE IMMEDIATELY AFTER THE FINISHING OPERATION.
21. EXPANSION JOINTS SHALL BE PLACED AS INDICATED ON THE PLANS, SAWED JOINTS SHALL BE PLACED AT 15 FT MAX INTERVALS, AND CONSTRUCTION JOINTS SHALL BE LOCATED AT SAWED JOINTS OR EXPANSION JOINTS
22. CONSTRUCT LONGITUDINAL BUTT JOINTS WHERE EXISTING PAVEMENT MEETS PROPOSED PAVEMENT



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no.	revision	by	date

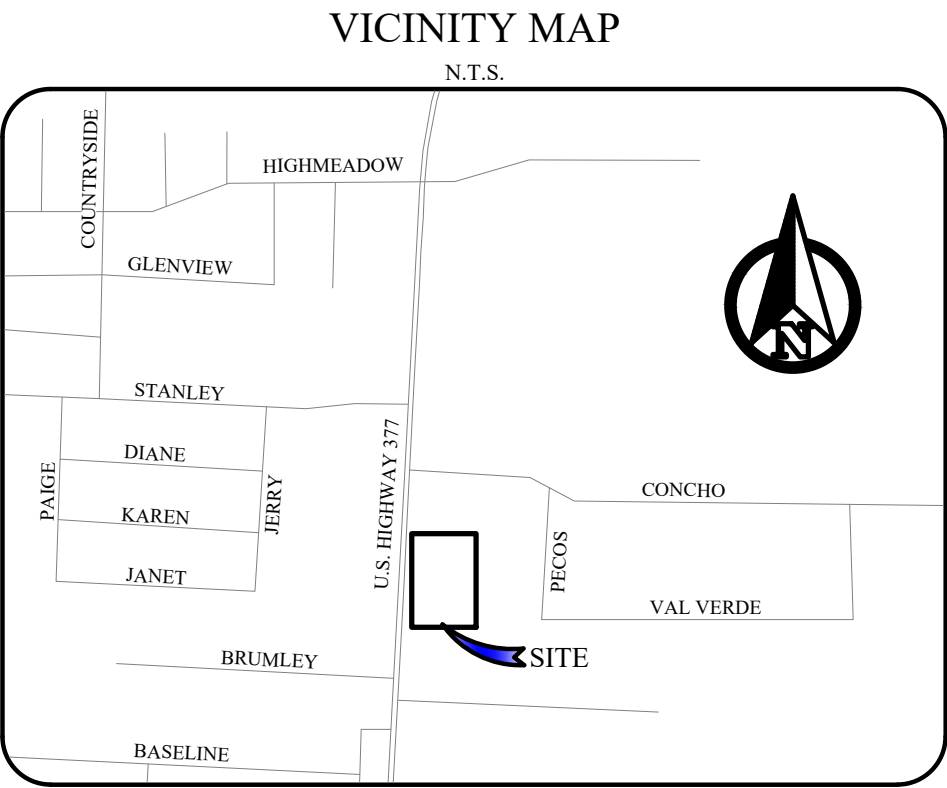
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CITY OF AUBREY, TX
GENERAL NOTES
FOR
AUBREY RETAIL
LOT 2R, BLOCK A
AUBREY 377 ADDITION
CITY OF AUBREY, DENTON COUNTY, TX

PROJECT NO.

sheet
2
of
16



LEGEND OF ABBREVIATIONS

US.SyFt.	United States Survey Feet
TxCS,'83,NCZ	Texas Coordinate System of 1983, North Central Zone
NAVD'88	North American Vertical Datum of 1988
P.R.D.C.T.	Plat Records of Denton County, Texas
O.P.R.D.C.T.	Official Public Records of Denton County, Texas
D.R.D.C.T.	Deed Records of Denton County, Texas
VOL/PG/INST#	Volume/Page/Instrument Number
POB/POC	Point of Beginning/Point of Commencing
ESMT/BL	Easement/Building Line

MONUMENTS / DATUMS / BEARING BASIS

Monuments are found if not marked MNS or CRS.

CRS	1/2" rebar stamped "TEXTERRA SURVEYING" set
MNS	Mag nail & washer stamped "TEXTERRA SURVEYING" set
TBM	Site benchmark (see vicinity map for general location)
	Vertex or common point (not a monument)
	Coordinate values, if shown, are US.SyFt./TxCS,'83,NCZ
	Elevations, if shown, are NAVD'88
	Bearings are based on grid north (TxCS,'83,NCZ)

FLOOD ZONE CLASSIFICATION

This property lies within ZONE X of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0265G, dated 04/18/2011, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.

STATE OF TEXAS	§
COUNTY OF TARRANT	§

THIS is to certify that I, Jose B. Najarro III, a Registered Professional Land Surveyor for the State of Texas, have performed, for this plat, an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction or supervision.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

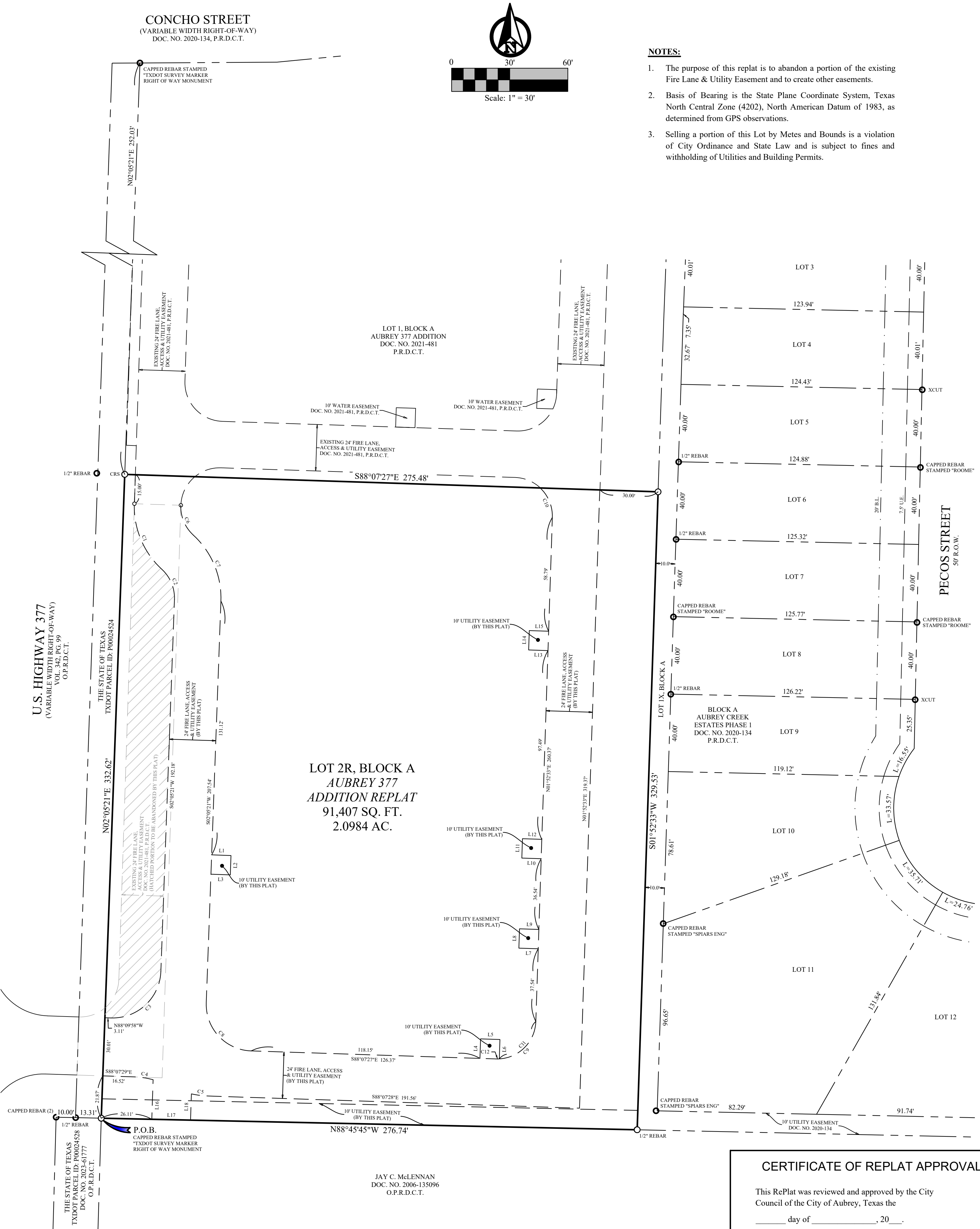
Jose B. Najarro III
Registered Professional Land Surveyor No. 6736
texterrasurveying@gmail.com
DATE: TBD

OWNER:
STERLING AUBREY RETAIL LLC
14859 MYRTLE BEACH LANE
FRISCO, TX 75035-0186

SURVEYOR:
TEXTERRA SURVEYING
P.O. BOX 202165
ARLINGTON, TEXAS 76006
PHONE: (817) 235-7326



TEXTERRA SURVEYING
P.O. BOX 202165
ARLINGTON, TX 76006
Telephone (817) 235-7326
TBPELS Firm # 10194685
www.texterrasurveying.com



STATE OF TEXAS	§
COUNTY OF DENTON	§

KNOW ALL MEN BY THESE PRESENTS, STERLING AUBREY RETAIL LLC, is the owner of the following described real property to wit:

Description for a tract of land being a portion of that tract of land described in the deed to STERLING AUBREY RETAIL LLC, recorded under Document Number 2022-1512077, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), Said tract also being a portion of Lot 2, Block A, AUBREY 377 ADDITION, an addition in the City of Aubrey, according to the map or plat thereof recorded in Document Number 2021-481, Plat Records, Denton County, Texas (P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a capped rebar stamped "TXDOT SURVEY MARKER RIGHT-OF-WAY MONUMENT" found at the southeast corner of a right-of-way dedication to the STATE OF TEXAS, TXDOT PARCEL ID: P00024524 for the east right-of-way line of U.S. Highway 377 (being a variable width right-of-way), being the northeast corner of a right-of-way dedication to the STATE OF TEXAS, TXDOT PARCEL ID: P00024528, recorded in Document Number 2023-61777, O.P.R.D.C.T., and being a point on the north property line of the tract described in the deed to JAY C. McLENNAN, recorded in Document Number 2006-135096, O.P.R.D.C.T.;

THENCE NORTH 02° 05' 21" EAST, with the east line of the said STATE OF TEXAS, TXDOT PARCEL ID: P200024524, a distance of 332.62 feet to a 1/2 inch capped rebar stamped "TEXTERRA SURVEYING" set at point on the north lot line of said Lot 2, same being a point of south lot line of Lot 1, Block A of the said AUBREY 377 ADDITION, from said point "TXDOT SURVEY MARKER RIGHT-OF-WAY MONUMENT" found at a point on the north lot line of said Lot 1, a point on the south right-of-way line of Concho Street (being a variable width public right-of-way), and being the northeast right-of-way of corner of the said STATE OF TEXAS, TXDOT PARCEL ID: P00024524 bears NORTH 02° 05' 21" EAST, a distance of 252.03 feet;

THENCE SOUTH 88° 07' 27" EAST, with the south lot line of said Lot 1, being common with the north lot line of said Lot 2, a distance of 275.48 feet to an X-Cut in concrete found at the southeast lot corner of Lot 1, same being the northeast lot corner of Lot 2, and being a point on the west lot line of Lot 1X, Block A, AUBREY CREEK ESTATES PHASE 1, an addition in the City of Aubrey, according to the map or plat thereof recorded in Document Number 2020-134, P.R.D.C.T.;

THENCE SOUTH 01° 52' 33" WEST, with the west lot line of said Lot 1X and with the east lot line of Lot 2, a distance of 329.53 feet to a 1/2 inch rebar found at the southwest lot corner of Lot 1X, same being the southeast lot corner of Lot 2, and being a point on the aforesaid north property line of the McLENNAN tract;

THENCE NORTH 88° 45' 45" WEST, with the south lot line of Lot 2 and with the north property line of the said McLENNAN tract, a distance of 276.74 feet to the **POINT OF BEGINNING** and enclosing 2.0984 acres (±91,407 square feet).

THAT STERLING AUBREY RETAIL LLC, a Texas limited liability company acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Lot 2R, Block A, AUBREY 377 ADDITION, an addition to the City of Aubrey, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. The City of Aubrey and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Aubrey and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone. That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use. The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Aubrey, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

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

WITNESS my hand this the _____ day of _____, 2024.

Laxmi Narsimha Madhava Reddygari
Manager

STATE OF:

COUNTY OF

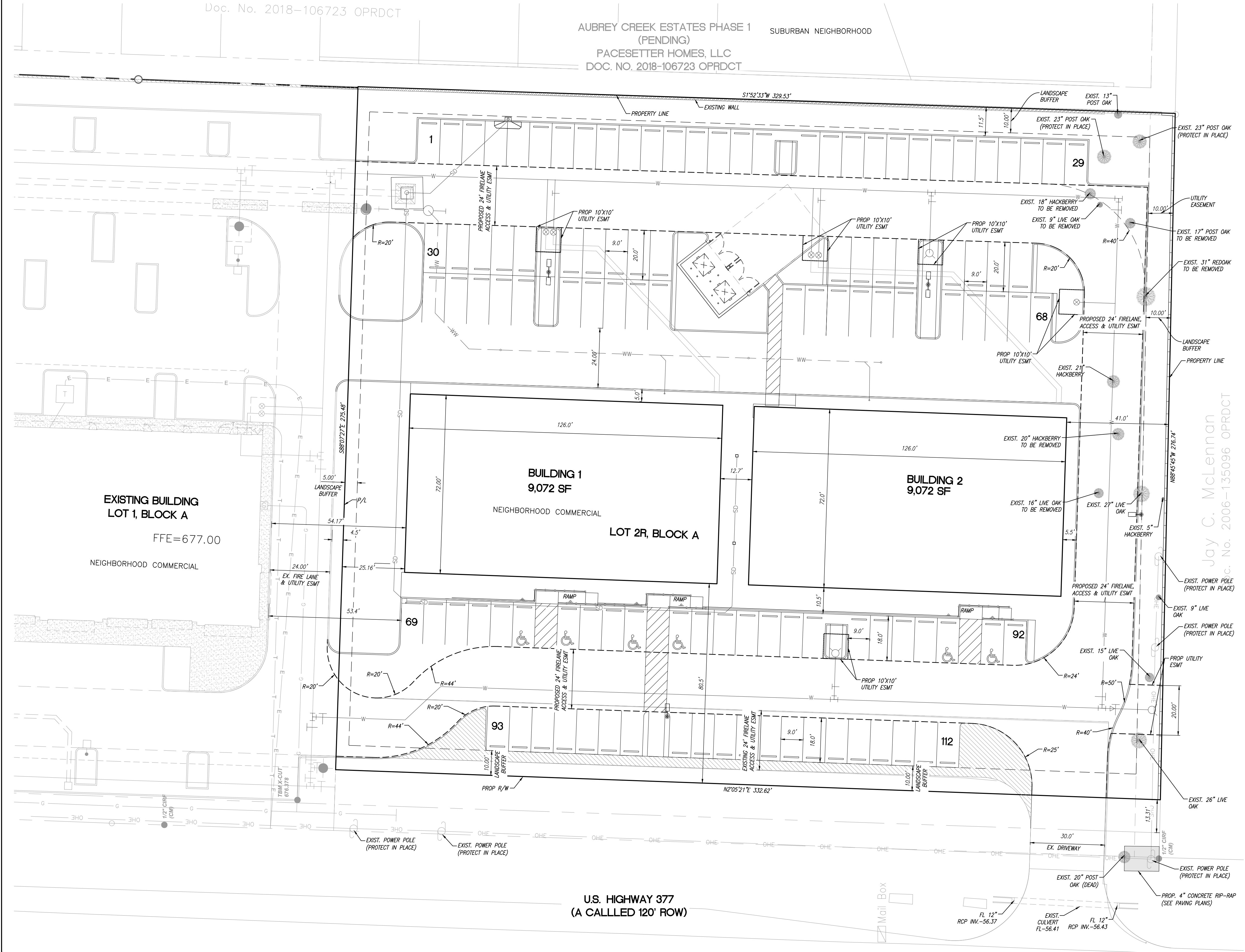
BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Laxmi Narsimha Madhava Reddygari, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the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

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

Notary Public in and for _____ County

My Commission Expires: _____

FINAL PLAT
OF THE
AUBREY 377 ADDITION
BLOCK A, LOT 2R,
BEING A REPLAT OF BLOCK A, LOT 2,
OF THE AUBREY 377 ADDITION, AN
ADDITION TO THE CITY OF AUBREY, TEXAS
AS RECORDED IN DOCUMENT NUMBER 2021-481, OF
THE PLAT RECORDS OF DENTON COUNTY, TEXAS
BEING 2.0984 ACRES OF LAND SITUATED IN THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY,
DENTON COUNTY, TEXAS.



LOT 2 SITE TABULATIONS	
ZONING:	C-PD
COUNTY	DENTON
PROPOSED USE:	RETAIL/RESTAURANT
LOT AREA:	91,407 SF (2.0984 ACRES)
BUILDING HEIGHT:	30' MAX - 1 STORY
BUILDING AREA:	2-9,072 SF=18,144 SF
LOT COVERAGE	18,144/91,407 =19.85%
FLOOR AREA RATIO	18,144/91,407 =1:19.85
COMMERCIAL PARKING USE:	
GENERAL RETAIL:	11,644 SF @1:250 = 47 SAPCES
RESTAURANTS:	6,500 SF @1:100 = 65 SPACES
TOTAL PARKING REQUIRED:	112 SPACES
TOTAL PARKING PROVIDED:	112 SPACES
HANDICAPED PARKING REQUIRED:	5 SPACES
HANDICAPED PARKING PROVIDED:	6 SPACES

STANDARD NOTATIONS:

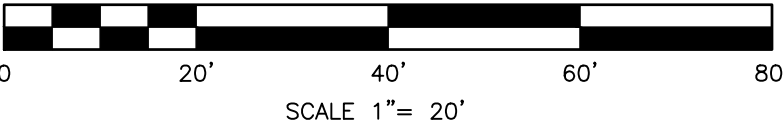
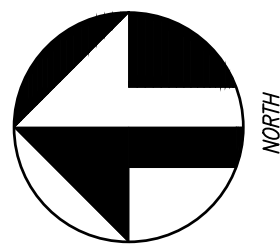
A.THE SANITATION CONTAINER SCREENING WALLS SHALL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED AND PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN SPECIFICATIONS.

B.MECHANICAL AND HEATING AND AIR-CONDITIONING EQUIPMENT IN NONRESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT-OF-WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.

C.THE LIGHTING FOR THE SUBJECT PROPERTY WILL BE CONSTRUCTED AND OPERATED IN CONFORMANCE WITH THE CITY OF AUBREY ZONING ORDINANCE.

LEGEND

- LIGHT POLE
- PROP LANDSCAPE
- SCREEN WALL
- FENCE
- EXISTING PAVEMENT TO BE REMOVED



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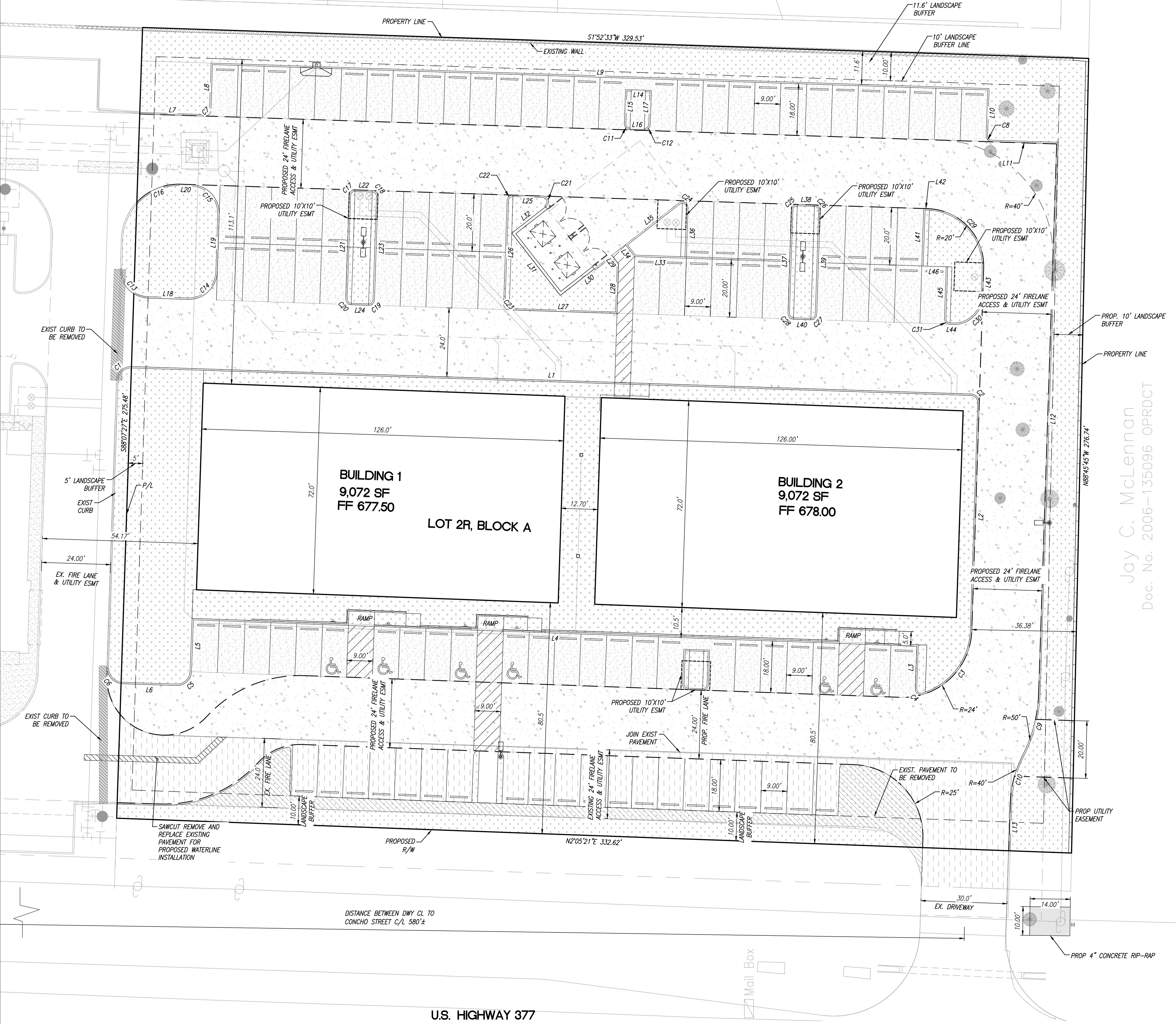
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CITY OF AUBREY, TX
SITE PLAN
FOR
AUBREY RETAIL
LOT 2R, BLOCK A
AUBREY 377 ADDITION
CITY OF AUBREY, DENTON COUNTY, TX

PROJECT NO.
sheet
4
of
16



Line Table		
Line #	Length	Direction
L1	292.36	S1° 52' 29.06"W
L2	79.37	N88° 07' 26.89"W
L3	14.90	S87° 54' 38.78"E
L4	252.00	N2° 05' 21.22"E
L5	18.07	N87° 54' 38.78"W
L6	18.86	N1° 52' 33.11"E
L7	22.73	S1° 52' 33.11"W
L8	15.93	S88° 07' 33.91"E
L9	270.00	S1° 52' 33.11"W
L10	15.92	N88° 07' 33.91"W
L11	22.63	S1° 52' 26.28"W
L12	191.64	N88° 07' 27.68"W
L13	16.52	N88° 07' 27.43"W
L14	9.00	N1° 52' 26.28"E
L15	12.00	N88° 07' 33.72"W
L16	5.00	S1° 52' 26.28"W
L17	12.00	S88° 07' 33.72"E
L18	13.79	S1° 52' 26.10"W
L19	20.00	S88° 07' 22.27"E
L20	3.79	N1° 52' 26.10"E

Line Table		
Line #	Length	Direction
L21	36.00	S88° 07' 33.90"E
L22	6.00	S1° 52' 26.10"W
L23	36.00	N88° 07' 33.90"W
L24	6.00	N1° 52' 26.10"E
L25	10.38	N1° 52' 26.10"E
L26	36.00	N88° 07' 33.90"W
L27	37.53	S1° 52' 18.46"W
L28	17.23	S88° 07' 41.54"E
L29	3.86	N52° 07' 57.84"E
L30	22.74	N37° 57' 13.75"W
L31	27.48	N52° 02' 29.34"E
L32	15.19	S37° 57' 50.83"E
L33	18.00	N1° 52' 26.10"E
L34	5.23	N52° 18' 18.22"E
L35	23.52	S37° 59' 35.58"E
L36	17.58	N88° 07' 33.90"W
L37	36.00	S88° 07' 33.90"E
L38	6.00	S1° 52' 26.10"W
L39	36.00	N88° 07' 33.90"W
L40	6.00	N1° 52' 26.10"E

Line Table		
Line #	Length	Direction
L41	20.00	S88° 07' 33.90"E
L42	1.54	S1° 52' 26.09"W
L43	10.00	N88° 07' 33.91"W
L44	1.04	N1° 52' 26.09"E
L45	18.00	S88° 07' 33.90"E
L46	8.50	N1° 52' 26.10"E

Curve Table			
Curve #	Length	Radius	Delta
C1	7.85	5.00	90.00
C2	4.71	3.00	90.00
C3	29.92	24.00	71.44
C4	3.72	2.00	106.57
C5	7.84	5.00	89.79
C6	8.64	5.50	90.00
C7	3.22	2.00	92.01
C8	3.14	2.00	90.00
C9	22.07	50.00	25.29
C10	17.65	40.00	25.29
C11	3.14	2.00	90.00
C12	3.14	2.00	90.01
C13	15.33	10.00	87.82
C14	15.71	10.00	90.00
C15	15.71	10.00	90.00
C16	16.96	20.00	48.59
C17	3.14	2.00	90.00
C18	3.14	2.00	90.00
C19	3.14	2.00	90.01
C20	3.14	2.00	90.00

Curve Table			
Curve #	Length	Radius	Delta
C21	4.89	2.00	140.16
C22	3.14	2.00	90.00
C23	3.14	2.00	90.00
C24	4.53	2.00	129.87
C25	3.14	2.00	90.00
C26	3.14	2.00	90.00
C27	3.14	2.00	90.00
C28	3.14	2.00	90.00
C29	31.42	20.00	90.00
C30	15.71	10.00	90.00
C31	3.14	2.00	90.00

- PAVING NOTES**
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING WATER AND SANITARY SEWER APPURTENANCES PER CITY STANDARDS.
 - CONTRACTOR SHALL REMOVE EXCESS SOILS AND DEBRIS FROM SITE AND DISPOSE OF IN A LEGAL MANNER OFF SITE.
 - SOIL SHALL BE IN A MOIST AND COMPACTED CONDITION PRIOR TO PLACEMENT OF THE CONCRETE.
 - CONCRETE SHALL BE AS SHOWN ON THE PLANS. CONCRETE TO THE DEPTHS SHOWN ON THE PLANS. FLY ASH WILL NOT BE ALLOWED.
 - REINFORCING STEEL SHALL BE SUPPORTED BY PLASTIC CHAIRS IN A MANNER TO PROVIDE A UNIFORM MESH CLEARANCE PER THE PROJECT DETAILS IN THE PLANS OR REQUIRED BY THE CITY. EQUIPMENT AND TRUCKS WILL NOT BE ALLOWED TO DRIVE OVER PREVIOUSLY PREPARED SUBGRADE OR ATOP THE REINFORCING STEEL.
 - CONTRACTOR SHALL OBTAIN AND PAY FOR ANY PERMITS REQUIRED.
 - SURFACE FINISHING SHALL BE SKID RESISTANT AND A LIQUID CURING COMPOUND SHALL BE UNIFORMLY APPLIED ON THE CONCRETE IMMEDIATELY AFTER THE FINISHING OPERATION.
 - EXPANSION JOINTS OR ISOLATION JOINTS SHALL BE USED TO ISOLATE FIXED OBJECTS ABUTTING OR WITHIN THE PAVED AREAS. THEY SHOULD CONTAIN PREMOLDED JOINT FILLER FOR THE FULL DEPTH OF THE PAVEMENT AND BE SEALED PRIOR TO ALLOWING TRAFFIC.
 - EXPANSION JOINTS SHALL BE PLACED AS INDICATED ON THE PLANS, SAWED JOINTS SHALL BE PLACED AT 15 FT MAX INTERVALS, AND CONSTRUCTION JOINTS SHALL BE LOCATED AT SAWED JOINTS OR EXPANSION JOINTS.
 - CONSTRUCT LONGITUDINAL BUTT JOINT WHERE EXISTING PAVEMENT MEETS PROPOSED PAVEMENT REFERENCE DETAIL IN PLANS.

- LEGEND**
- RIGHT OF WAY
 - PROP 6" INTEGRAL CURB
 - PROP LANDSCAPING
 - PROP 5" CONC PAVEMENT
 - PROP 6" CONC PAVEMENT
 - PROP 4" CONC PAVEMENT
 - PROP 4" CONC RIP-RAP
 - EXISTING PAVEMENT TO BE REMOVED
 - EXISTING PAVEMENT TO BE PROTECTED

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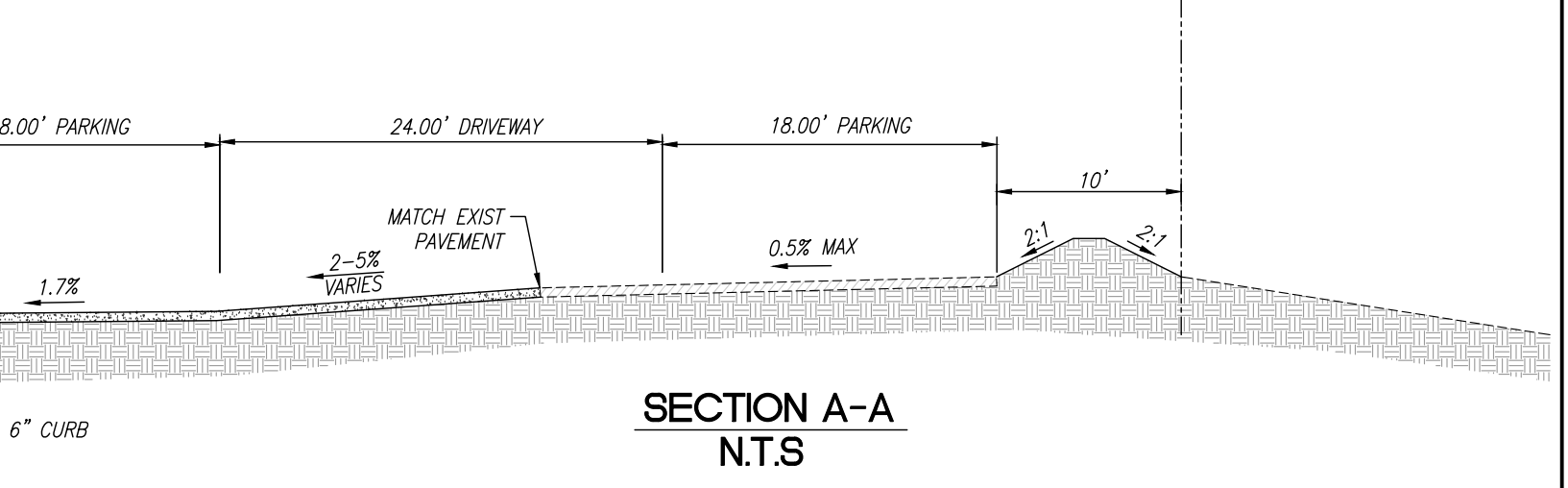
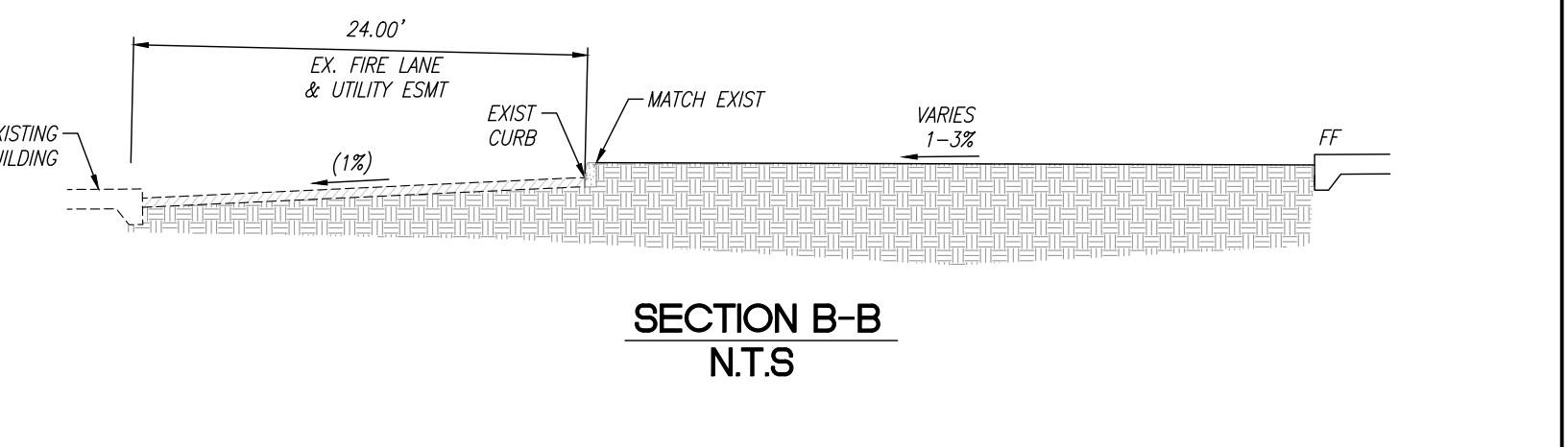
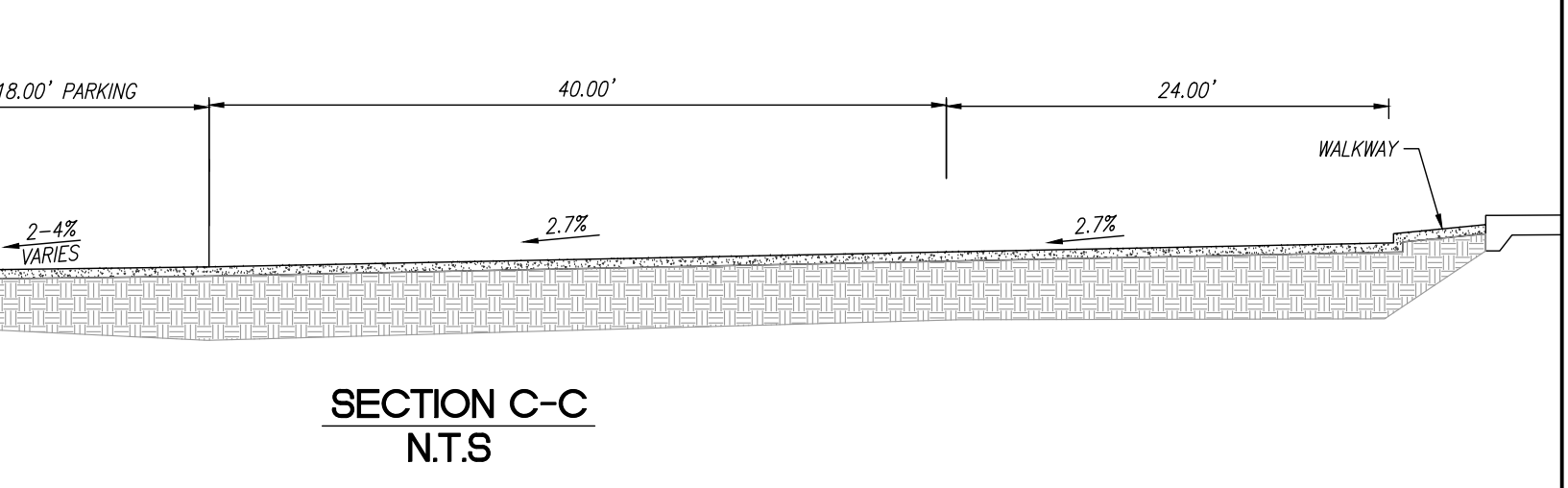
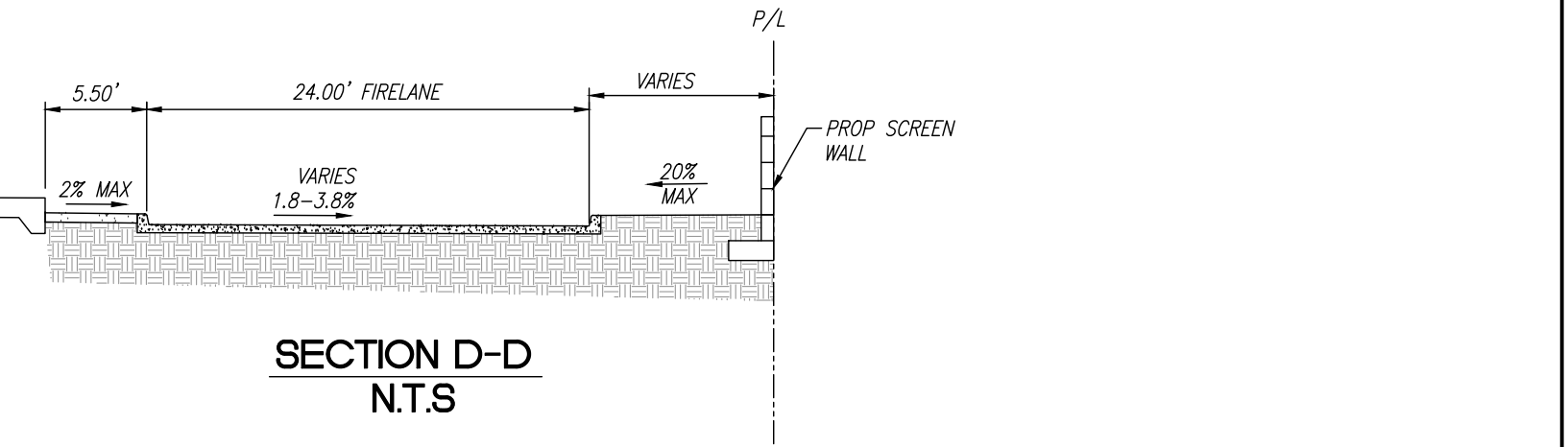
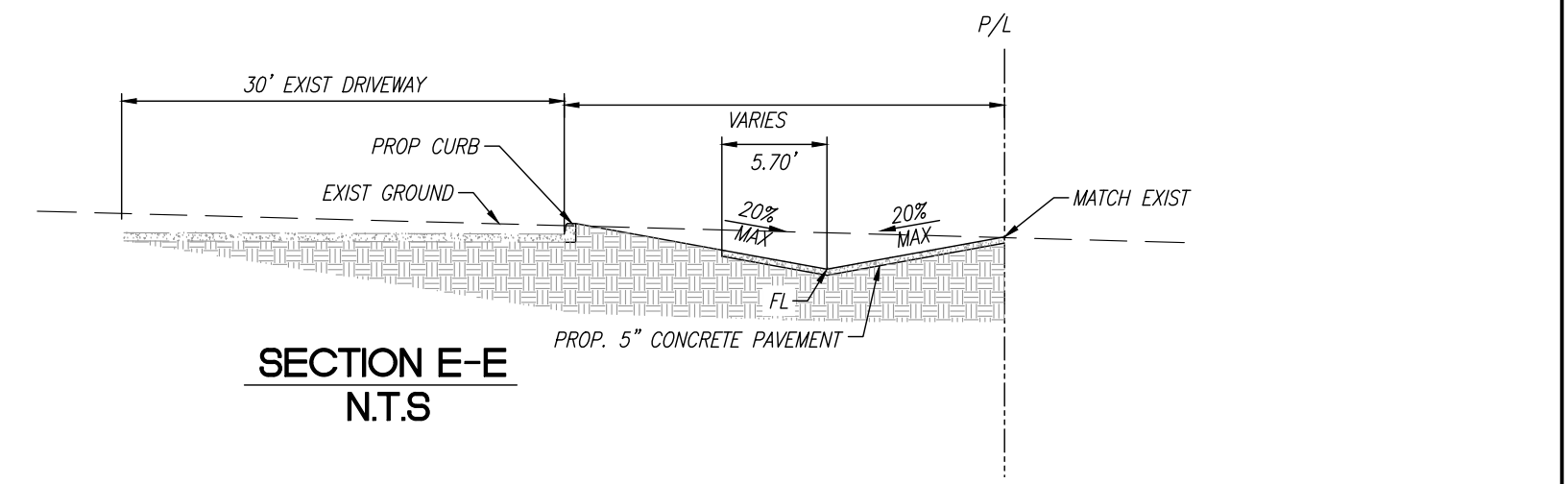
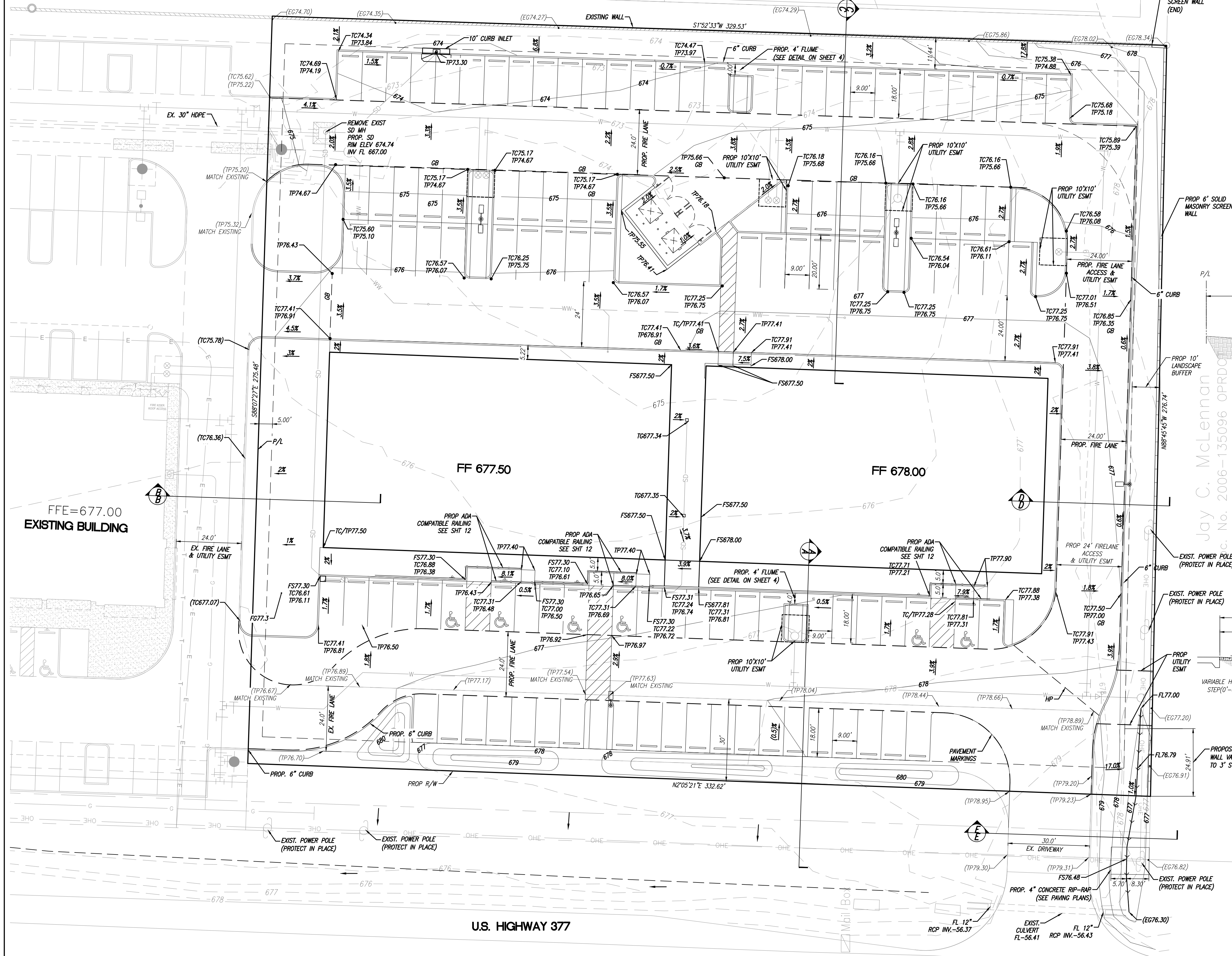
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CITY OF AUBREY, TX
PAVING & DIMENSION CONTROL PLAN
FOR
AUBREY RETAIL
LOT 2R, BLOCK A
AUBREY 377 ADDITION
CITY OF AUBREY, DENTON COUNTY, TX

PROJECT NO.

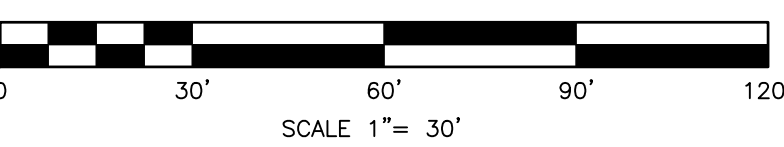
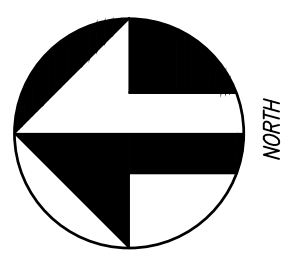
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of
16

AUBREY CREEK ESTATES PHASE 1
(PENDING)
PACESETTER HOMES, LLC
DOC. NO. 2018-106723 OPRDCT



LEGEND

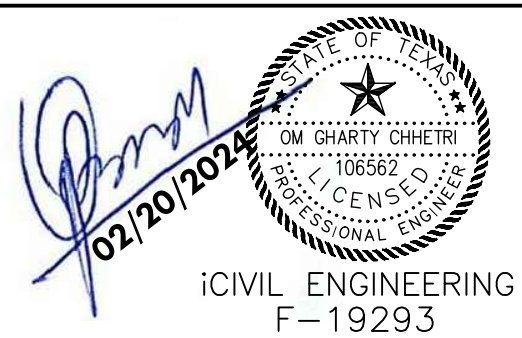
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- 10 PROPOSED CONTOUR



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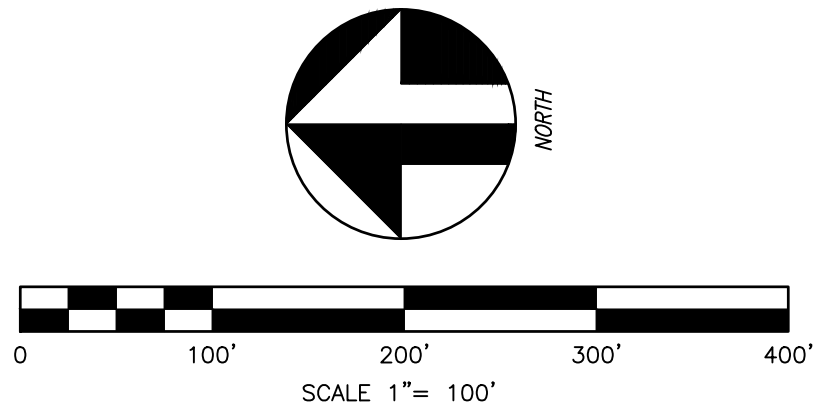
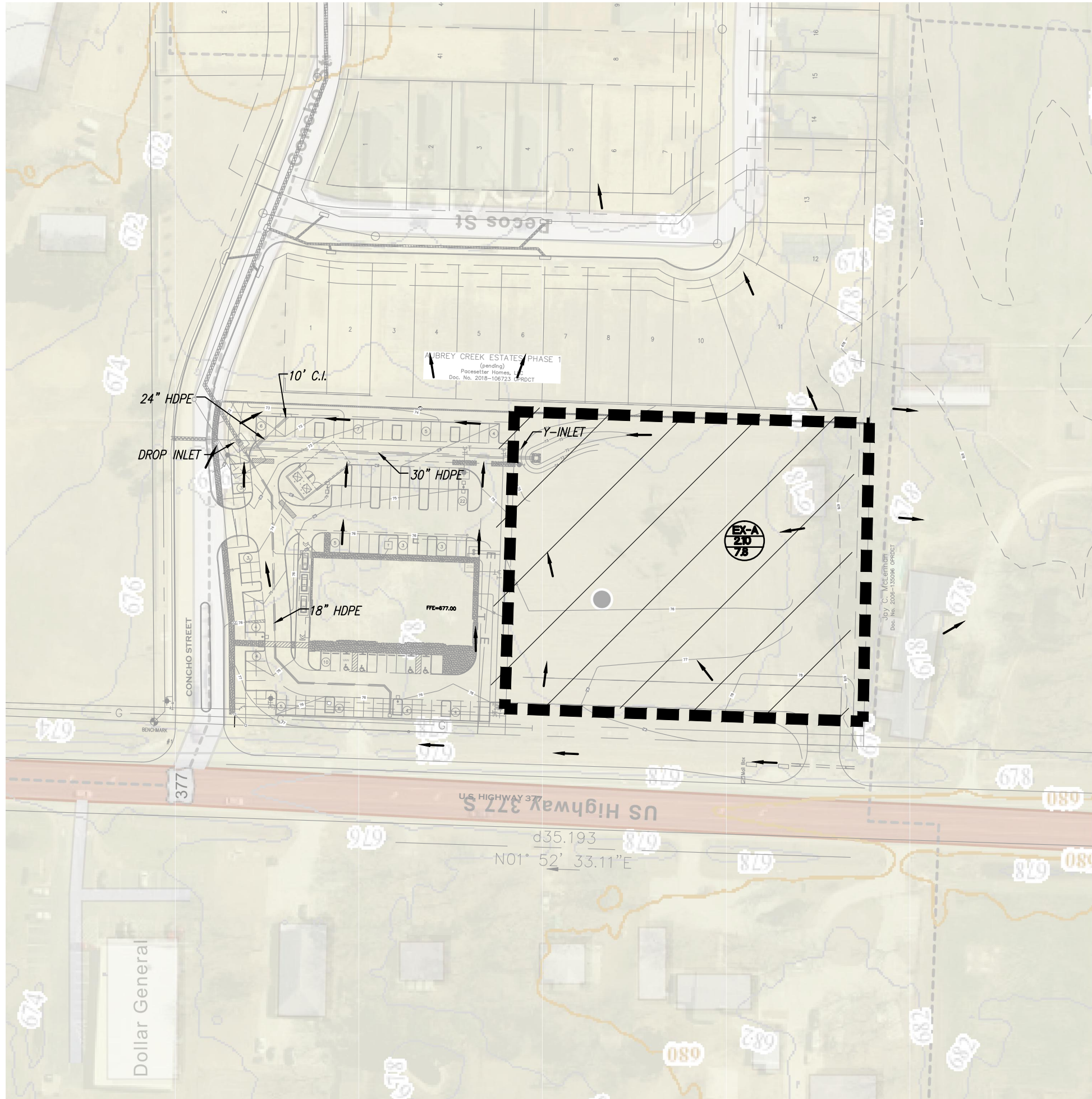
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CITY OF AUBREY, TX
GRADING PLAN
FOR
AUBREY RETAIL
LOT 2R, BLOCK A
AUBREY 377 ADDITION
CITY OF AUBREY, DENTON COUNTY, TX

PROJECT NO.
sheet
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$Q = CIA$

WHERE,
C=RUNOFF COEFFICIENT
I=RAINFALL INTENSITY
A=DRAINAGE AREA

RUNOFF CALCULATION

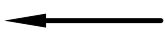
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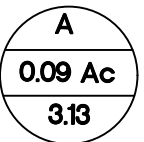
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DRAINAGE AREA BOUNDARY



FLOW DIRECTION



OFFSITE DRAINAGE AREA MAP

TIME OF CONCENTRATION CALCULATION															
AREA CODE	SHEET FLOW						SHALLOW CONCENTRATED FLOW						TOC (CALC.)	TOC (USED)	
	LENGTH (ft)	MANNINGS'S N	P2 (inc.)	SLOPE (ft/ft)	TIME(hr.)	TIME(min.)	HIGH ELEV	LOW ELEV	LENGTH(ft)	SLOPE(ft/ft)	VEL.(fps)	TOC (hr)	TOC(min.)	(Min.)	(Min.)
EX-A	100	0.15	4.01	0.02	0.15	8.75	678.0	674.5	296	0.012	1.68	0.05	2.94	11.69	15

NOTE:

VALUE OF MANNING'S N FOR SHEET FLOW = 0.15 (FROM NCTCOG HYDROLOGY DESIGN MANUAL)

VELOCITY FOR SHALLOW CONCENTRATED FLOW IS TAKEN FROM TR 55 FIGURE 3-1

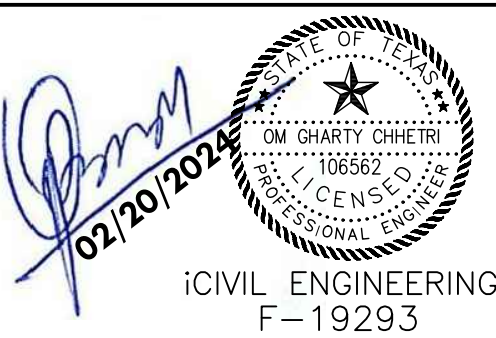
RUNOFF CALCULATION-PRE DEVELOPMENT							COMMENTS
Area ID	Area (acres)	C	CA	TC (min.)	I100 (in./hr.)	Q100 (cfs)	
EX-A	2.10	0.40	0.84	15	8.07	7.8	FLows TO EXIST 4'x4' Y-INLET
NOTES: PER DRAINAGE AREA MAP SHEET 15 DATED 2-1-19 PREPARED BY SPIARS ENGINEERING, AREA 1 HAS BEEN DESIGNED AS FULLY DEVELOPED C=0.90, TC= 10 MINS. PER PRE DRAINAGE AREA MAP SHEET C4.1 DATED 08-24-2020 PREPARED BY VASQUESZ ENGINEERING L.L.C. ON-SITE DETENTION IS NOT REQUIRED.							



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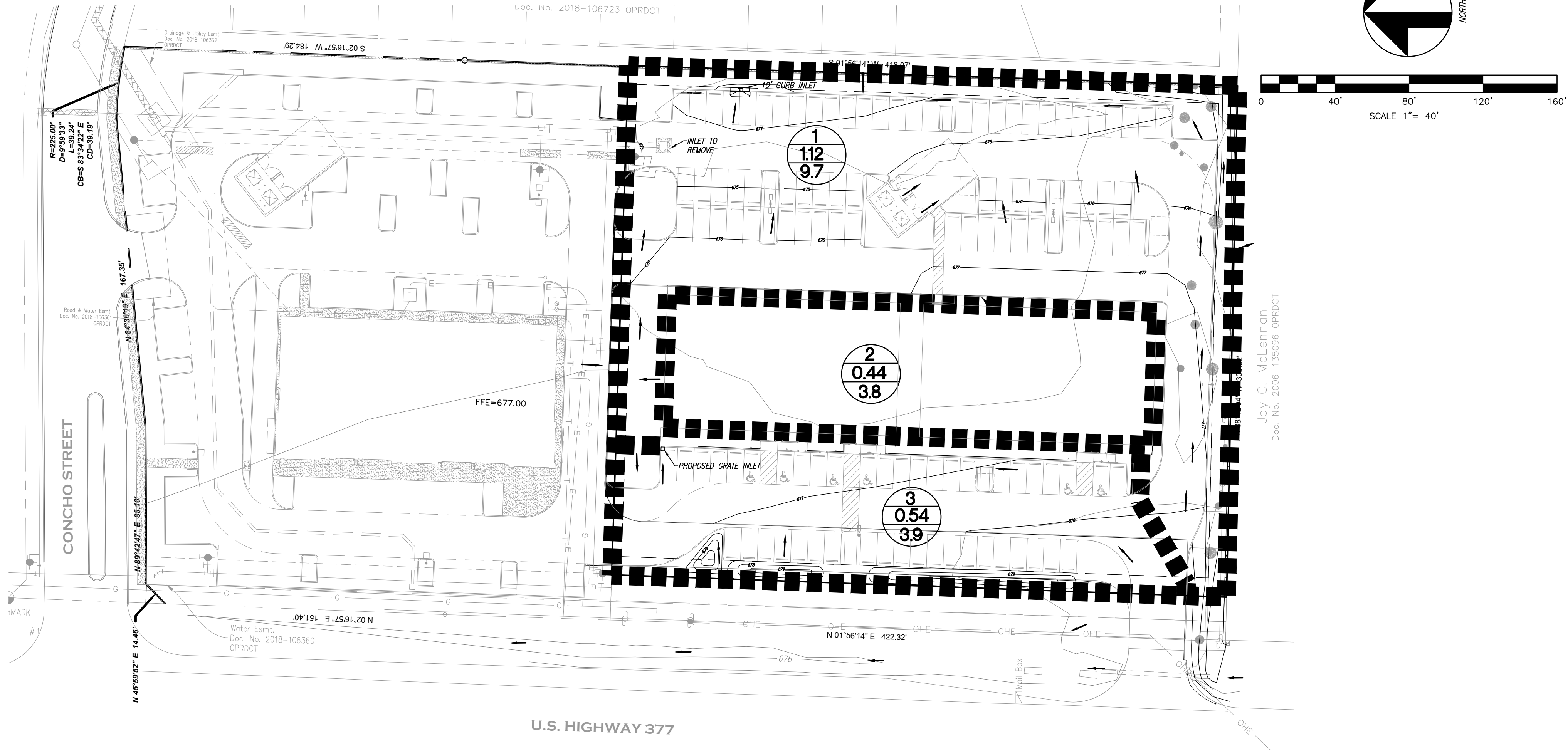
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FEB 2024



CITY OF AUBREY, TX
PRE PROJECT DAM
FOR
AUBREY RETAIL
LOT 2R, BLOCK A
AUBREY 377 ADDITION
CITY OF AUBREY, DENTON COUNTY, TX

PROJECT NO.

sheet
7
of
16



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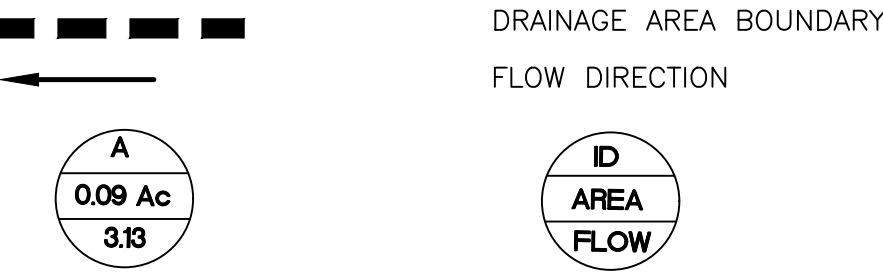
WHERE,
C=RUNOFF COEFFICIENT
I=RAINFALL INTENSITY
A=DRAINAGE AREA

RUNOFF CALCULATION

OFFSITE DRAINAGE

NO OFFSITE DRAINAGE CONTRIBUTION

LEGEND



FEMA MAP

THE FLOOD MAP FOR THE AREA IS NUMBER 48121C0265G, EFFECTIVE ON 4/18/2011

POST DEVELOPMENT

TIME OF CONCENTRATION CALCULATION																					
AREA CODE	SHEET FLOW						GUTTER FLOW													TOC (CALC.)	TOC (USED)
	LENGTH (ft)	MANNINGS'S N	P2 (inc.)	SLOPE (ft/ft)	TIME (hr.)	TIME (min.)	HIGH ELEV	LOW ELEV	LENGTH(f t)	SLOPE(ft /ft)	N VALUE	DEPTH(f t)	C&G GEOMETRY	AREA (sf)	WET. PER. (ft)	HYD. RAD. (ft)	VEL.(fps)	TOC (hr)	TOC(min.)	(Min.)	(Min.)
1	10	0.011	4.01	0.03	0.002	0.15	678.52	673.30	523	0.010	0.015	0.50	24' C&G	5.78	24.59	0.2351	3.78	0.04	2.31	2.45	10
3	72	0.011	4.01	0.02	0.014	0.83	677.74	676.21	249.00	0.006	0.015	0.50	24' C&G	6.84	25.03	0.2733	3.28	0.02	1.27	2.10	10

NOTE:
VALUE OF MANNING'S N FOR SHEET FLOW = 0.011 (FROM NCTCOG HYDROLOGY DESIGN MANUAL, TABLE 1.10)
VALUE OF MANNING'S N FOR GUTTER = 0.015 (FROM NCTCOG HYDRAULICS DESIGN MANUAL, TABLE 1.2)
2 YEAR 24 HR PRECIPITATION FREQUENCY ESTIMATE (P2) =4.01 IS TAKEN FROM NOAA ATLAS 14
MINIMUM TIME OF CONCENTRATION FOR POST DEVELOPMENT DRAINAGE AREA = 10 MINUTES PER CITY OF AUBREY, TX

RUNOFF CALCULATION-POST DEVELOPMENT							
Area ID	Area (acres)	C	CA	TC (min.)	I100 (in./hr.)	Q100 (cfs)	COMMENTS
1	1.12	0.90	1.01	10	9.67	9.7	DRAINS TO 10' C.I.
2	0.44	0.90	0.40	10	9.67	3.8	DRAINS TO ROOF DRAINS
3	0.54	0.75	0.41	10	9.67	3.9	DRAINS TO GRATE INLET
2.10		17.5					

NOTES:
PER DRAINAGE AREA MAP SHEET 15 DATED 2-1-19 PREPARED
BY SPIARS ENGINEERING, AREA 1 HAS BEEN DESIGNED AS FULLY DEVELOPED C=0.90, TC= 10 MINS.

PER POST DRAINAGE AREA MAP SHEET C4.2 DATED 08-24-2020 PREPARED
BY VASQUESZ ENGINEERING L.L.C.



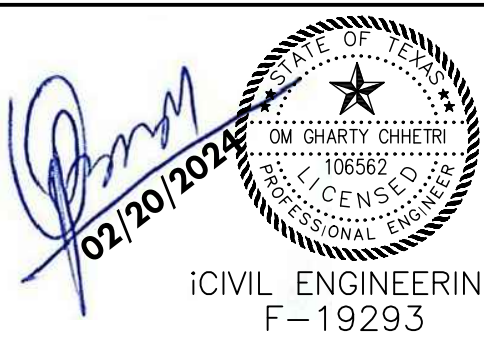
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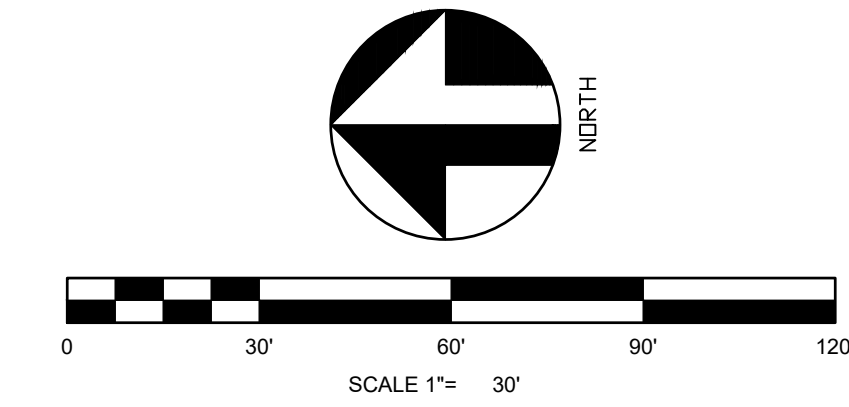
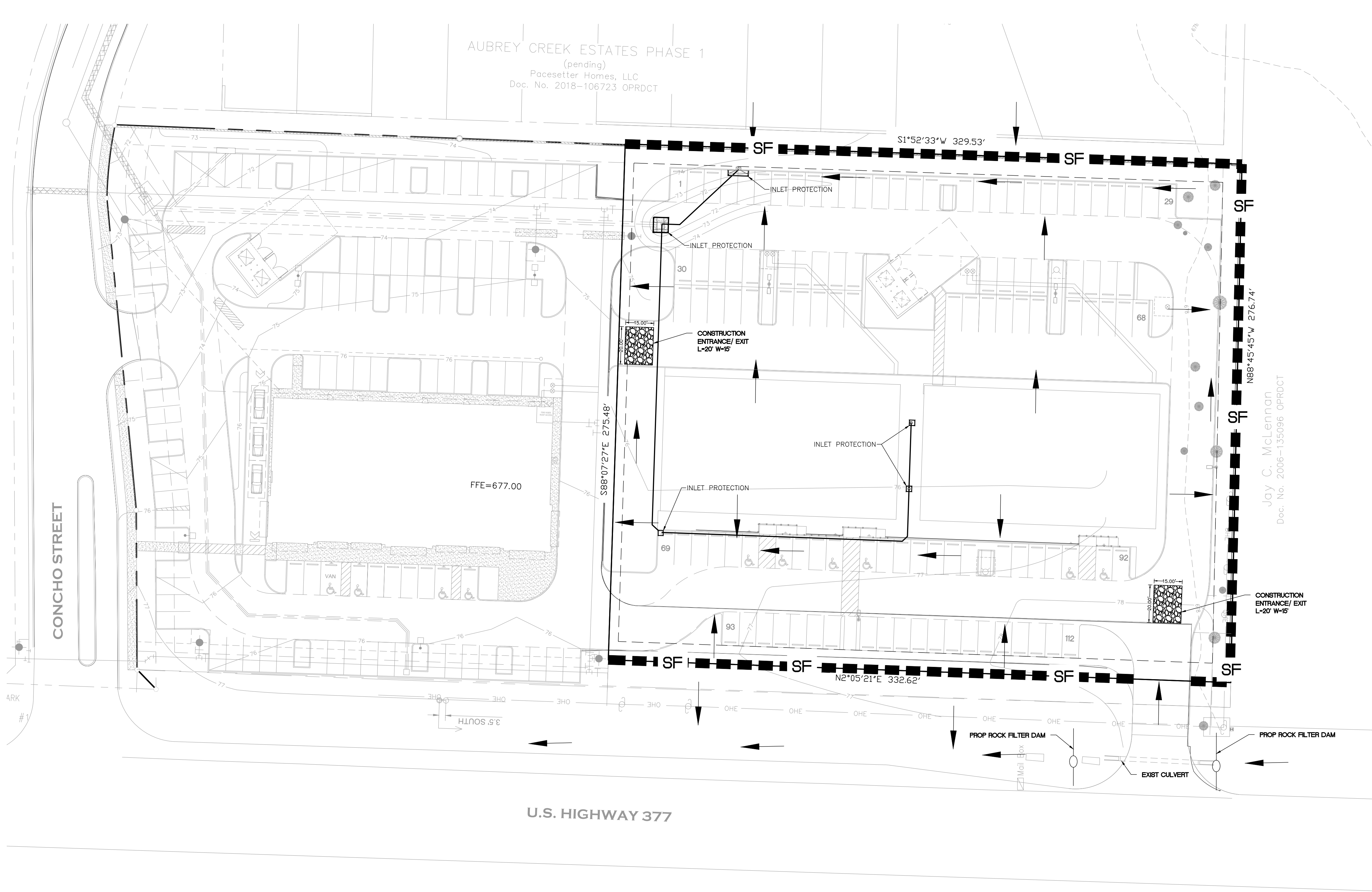
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CITY OF AUBREY, TX
POST PROJECT DAM
FOR
AUBREY RETAIL
LOT 2R, BLOCK A
AUBREY 377 ADDITION
CITY OF AUBREY, DENTON COUNTY, TX

PROJECT NO.

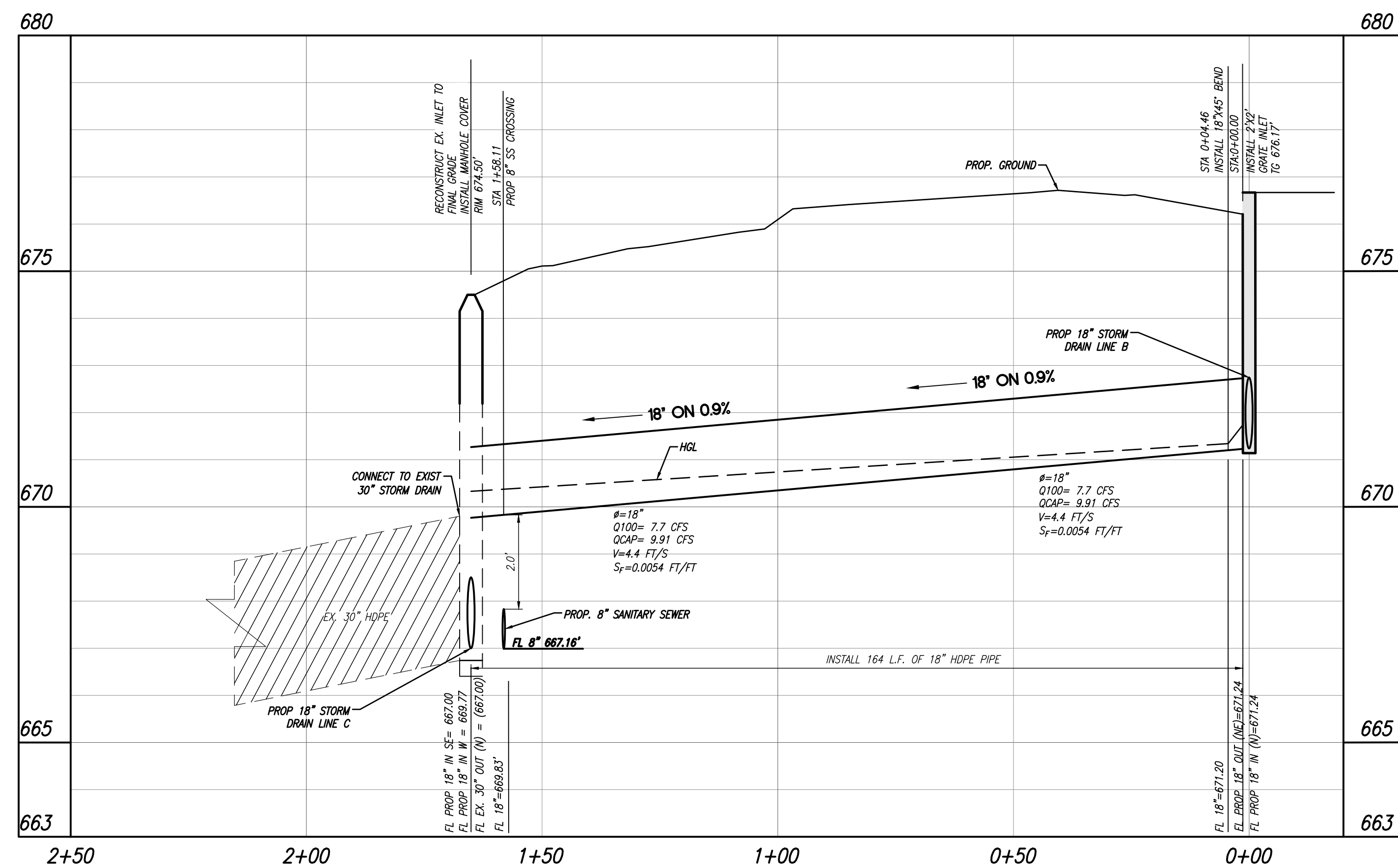
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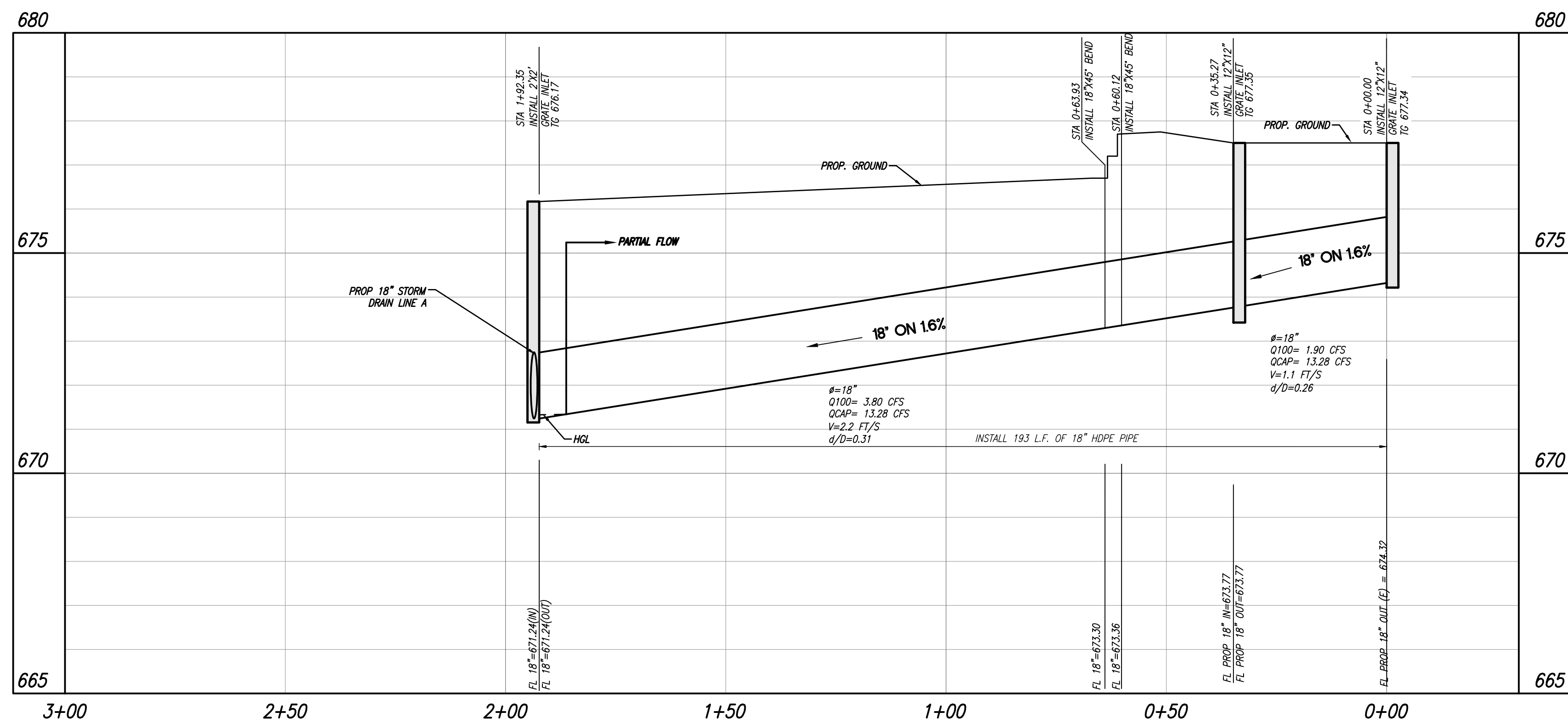
LEGEND

- SF SILT FENCE OR APPROVED EQUAL
- CONSTRUCTION ENTRANCE/EXIT
- ROCK FILTER DAM
- INLET PROTECTION

PHASE	DESCRIPTION
1	INSTALL INITIAL BMPs
2	GRADING
3	UNDERGROUND UTILITY INSTALLATION
4	PAVING OPERATIONS
5	ESTABLISH PERMANENT GROUND COVER
6	REMOVE TEMPORARY BMPs



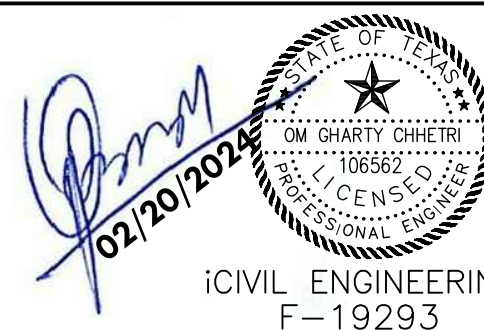
SD LINE A PROFILE



SD LINE B PROFILE



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PROJECT NO.
sheet
11
of
16

100 YEAR - STORM DRAIN HYDRAULIC CALCULATIONS TABLE (FULLY DEVELOPED)																																							
SECTION REACH			DRAINAGE AREA			C	INCR.	TOTAL CA	TIME OF CONCENTRATION			100-YR INTENSITY	Q-100 RUNOFF	100-YR INLET BYPASS	Q PIPE DESIGN	PIPE SIZE	X-FLOW AREA	PIPE CAPACITY	n	PIPE SLOPE	WETTED PERIMETER	SLOPE OF FRICTIONAL GRADIENT	HGL		HEAD LOSS CALCULATIONS										DESIGN HGL	INVERT ELEV.		T/C ELEV.	COMMENTS
			INCREMENT AREA		TOTAL				INLET	FLOW TIME	TOTAL												D/S	U/S	V1 (IN)	V2 (OUT)	V12/2G	V22/2G	Kj	KJV12/2G	Hk	FROM	TO						
FROM	TO	LENGTH	ID	AREA	AREA				TIME	IN SEWER	TIME												IN/HR	CFS	CFS	CFS	IN	CFS	FT/FT	FT	FT/FT	ELEV.	ELEV.	FT/SEC	FT/SEC	FT	FT		
1	2	3	4	5	6	7	8	9	10	11	12	14	18	20	21	22	23	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39					
SD LINE A																																							
STA 0+04.46	STA 0+00.00	4.46	2 & 3	0.98	0.98	0.83	0.81	0.81	10.00	0.00	10.00	9.67	7.70	0.00	7.70	18	1.8	9.91	0.013	0.0089	4.71	0.0054	671.34	671.36	0.0	4.4	0.00	0.29	1.25	0.00	0.37	671.73	669.98	673.23	676.71	3'X3' GRATE INLET			
STA 1+65.07	STA 0+04.46	160.61	2 & 3	0.98	0.98	0.83	0.81	0.81	10.00	0.00	10.00	9.67	7.70	0.00	7.70	18	1.8	9.91	0.013	0.0089	4.71	0.0054	670.33	671.19	4.4	4.4	0.29	0.29	0.50	0.15	0.15	671.34	667.00	669.98	675.28	45° BEND			
SD LINE B																																							
STA 0+35.27	STA 0+00.00	35.27	2	0.23	0.23	0.9	0.21	0.21	10.00	0.00	10.00	9.67	1.90	0.00	1.90	18	1.8	13.28	0.013	0.0160	4.71	0.0003	671.85	671.86	0.0	1.1	0.00	0.02	1.25	0.00	0.10	671.96	673.61	674.41	678.00	ROOF DRAIN			
STA 0+60.17	STA 0+35.27	24.90	2	0.46	0.46	0.9	0.41	0.41	10.00	0.00	10.00	9.67	3.80	0.00	3.80	18	1.8	13.28	0.013	0.0160	4.71	0.0013	671.71	671.75	1.1	2.2	0.02	0.07	1.25	0.02	0.10	671.85	673.02	673.61	678.00	ROOF DRAIN			
STA 0+63.93	STA 0+60.17	3.76	2	0.46	0.46	0.9	0.41	0.41	10.00	0.00	10.00	9.67	3.80	0.00	3.80	18	1.8	13.28	0.013	0.0160	4.71	0.0013	671.61	671.61	2.2	2.2	0.07	0.07	0.50	0.04	0.10	671.71	670.93	673.02	677.30	45° BEND			
STA 1+92.35	STA 0+63.93	128.42	2	0.46	0.46	0.9	0.41	0.41	10.00	0.00	10.00	9.67	3.80	0.00	3.80	18	1.8	13.28	0.013	0.0160	4.71	0.0013	671.34	671.51	2.2	2.2	0.07	0.07	0.50	0.04	0.10	671.61	670.79	670.93	675.87	45° BEND			
SD LINE C																																							
STA 0+42.65	STA 0+00.00	42.65	1	1.35	1.35	0.9	1.22	1.22	10.00	0.00	10.00	9.67	10.40	0.00	9.70	18	1.8	14.85	0.013	0.0200	4.71	0.0085	670.64	671.01	0.0	5.5	0.00	0.47	1.25	0.00	0.58	671.59	667.05	668.04	673.30	10' CURB INLET			
STA 0+52.12	STA 0+42.65	9.47	1	1.35	1.35	0.9	1.22	1.22	10.00	0.00	10.00	9.67	10.40	0.00	9.70	18	1.8	14.85	0.013	0.0200	4.71	0.0085	670.33	670.41	5.5	5.5	0.47	0.47	0.50	0.23	0.23	670.64	667.00	667.05	674.80	45° BEND			

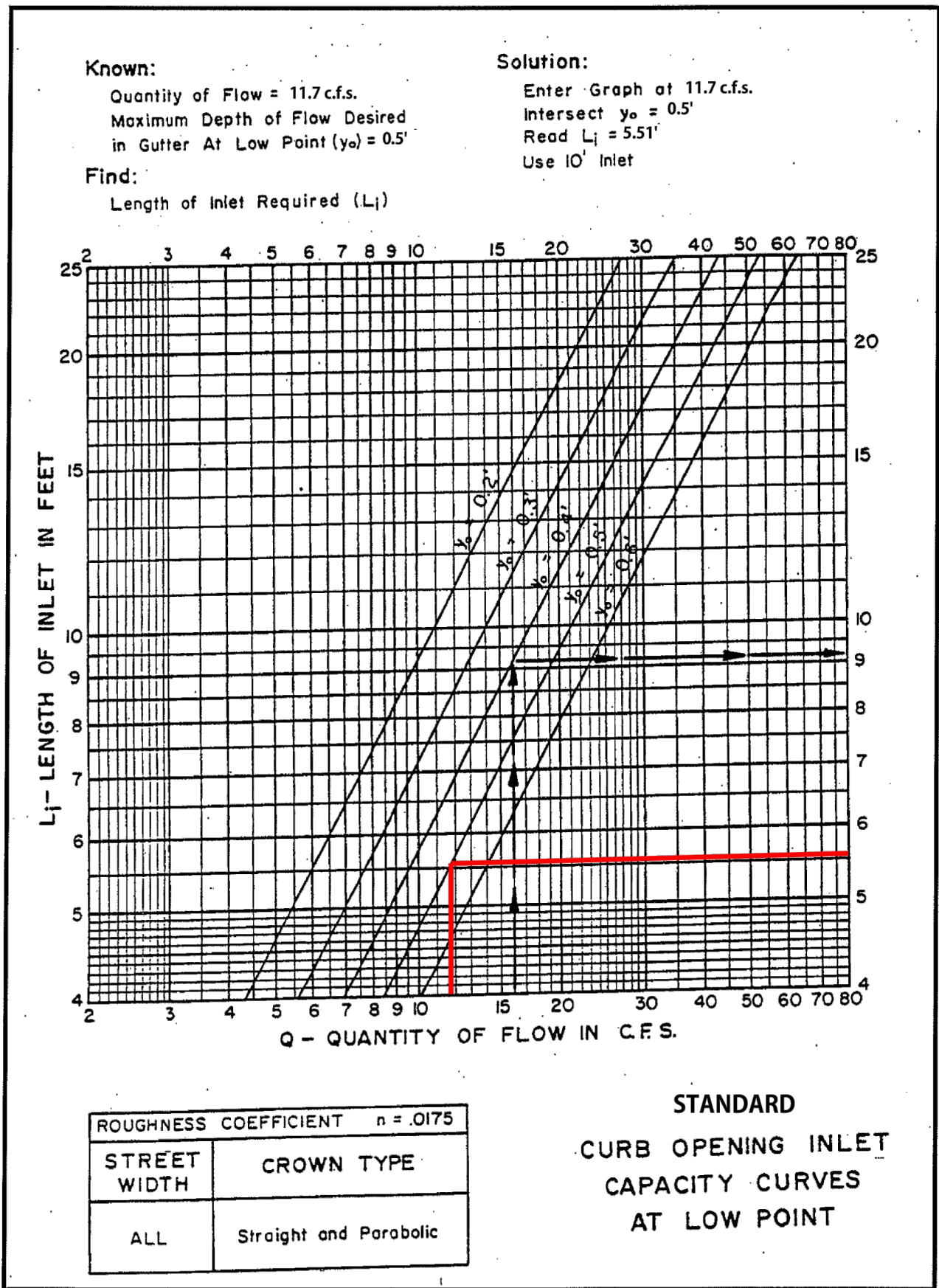


FIGURE 3.7

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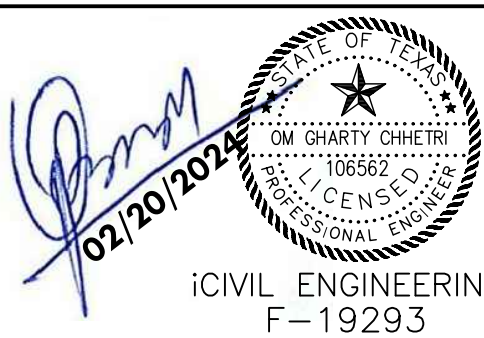
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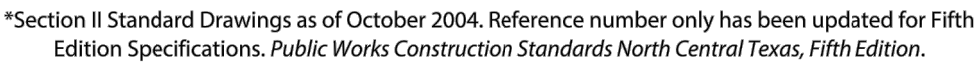
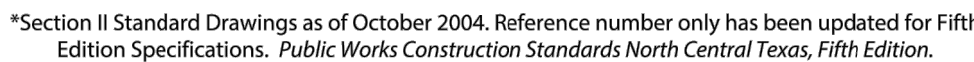
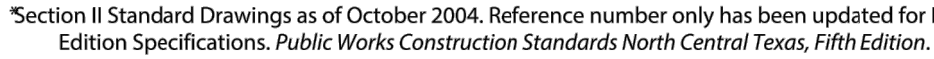
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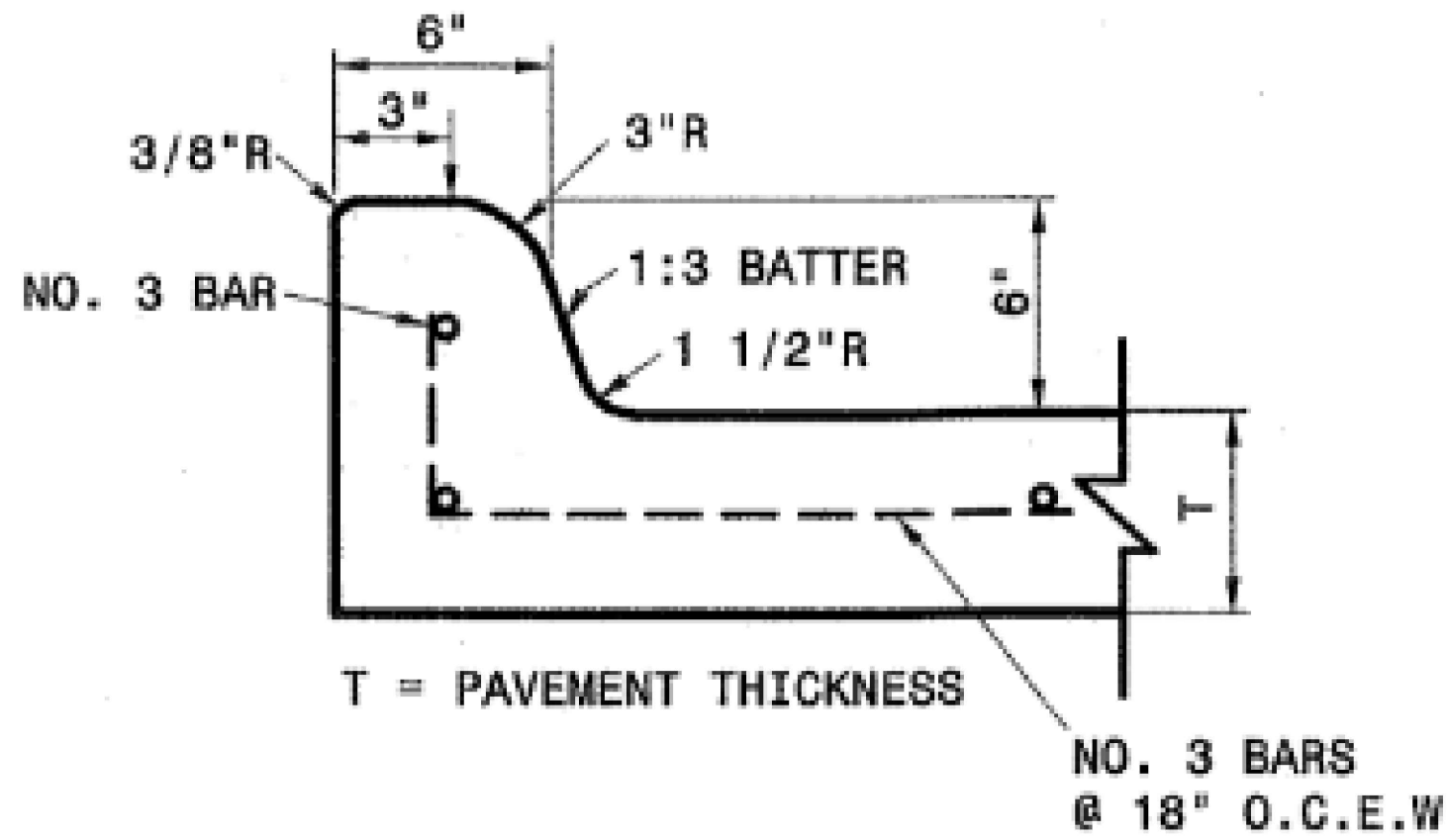
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CITY OF AUBREY, TX
STORM SEWER CALCULATION
FOR
AUBREY RETAIL
LOT 2R, BLOCK A
AUBREY 377 ADDITION
CITY OF AUBREY, DENTON COUNTY, TX

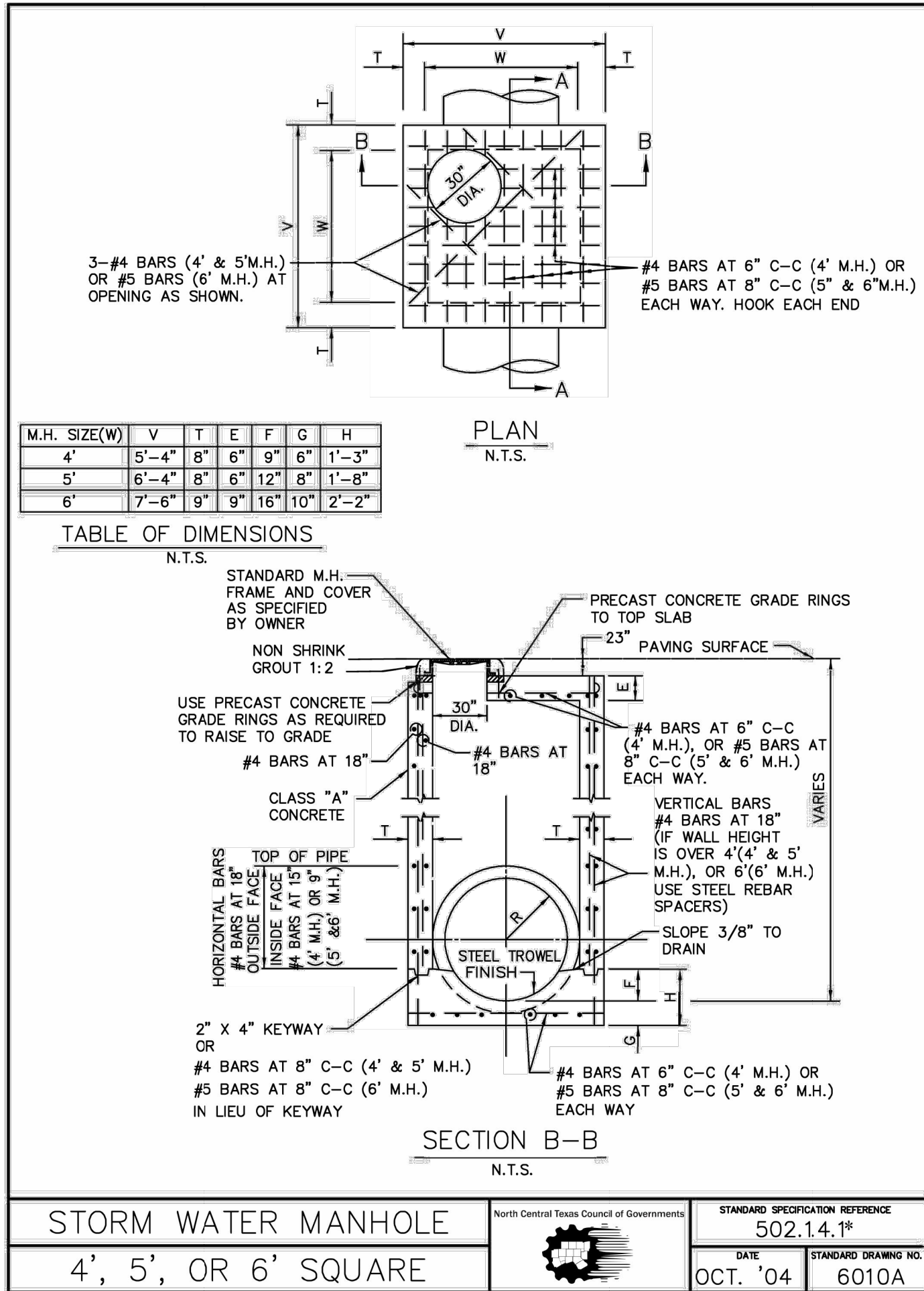
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of
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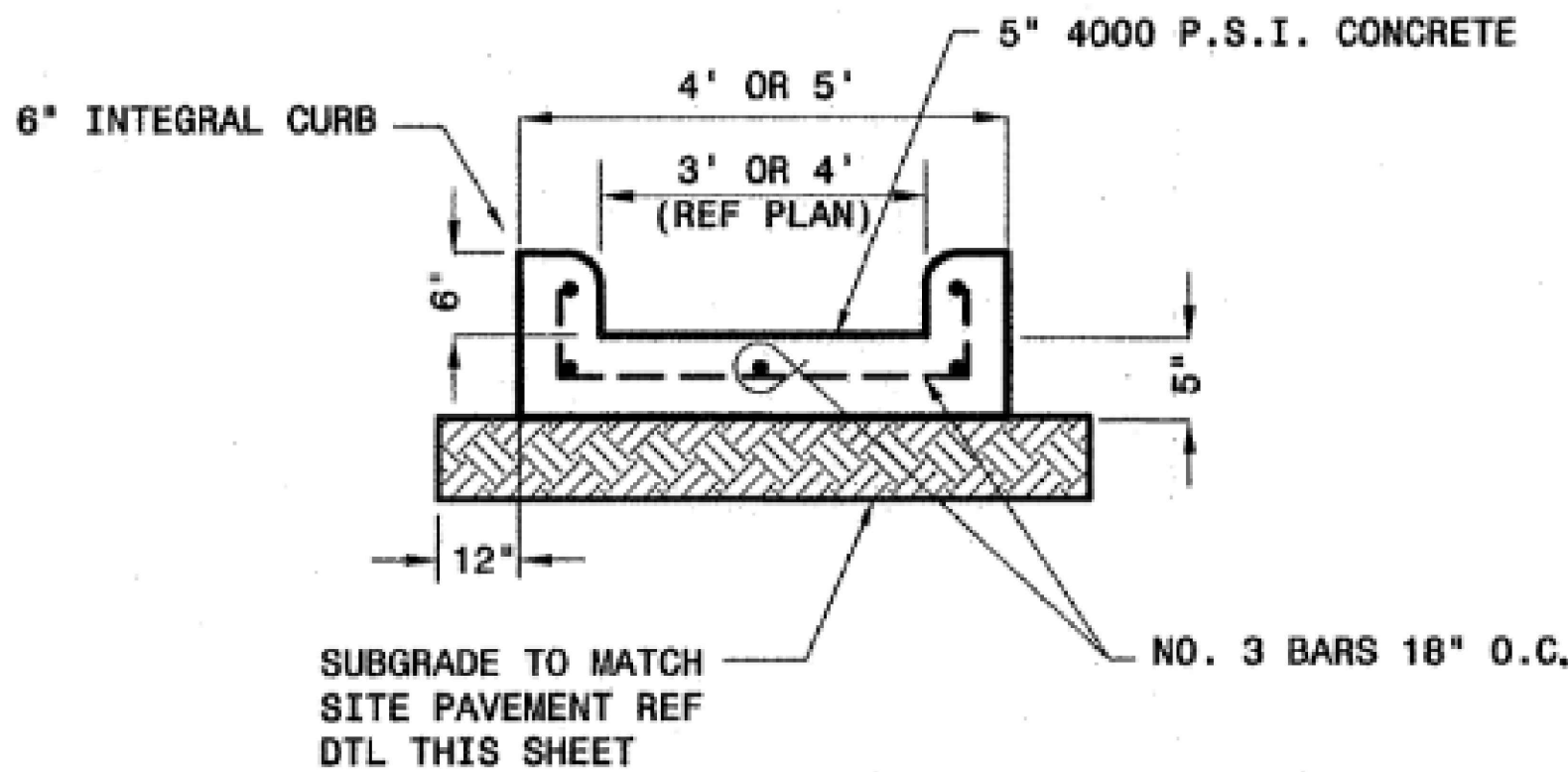
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STORM WATER MANHOLE

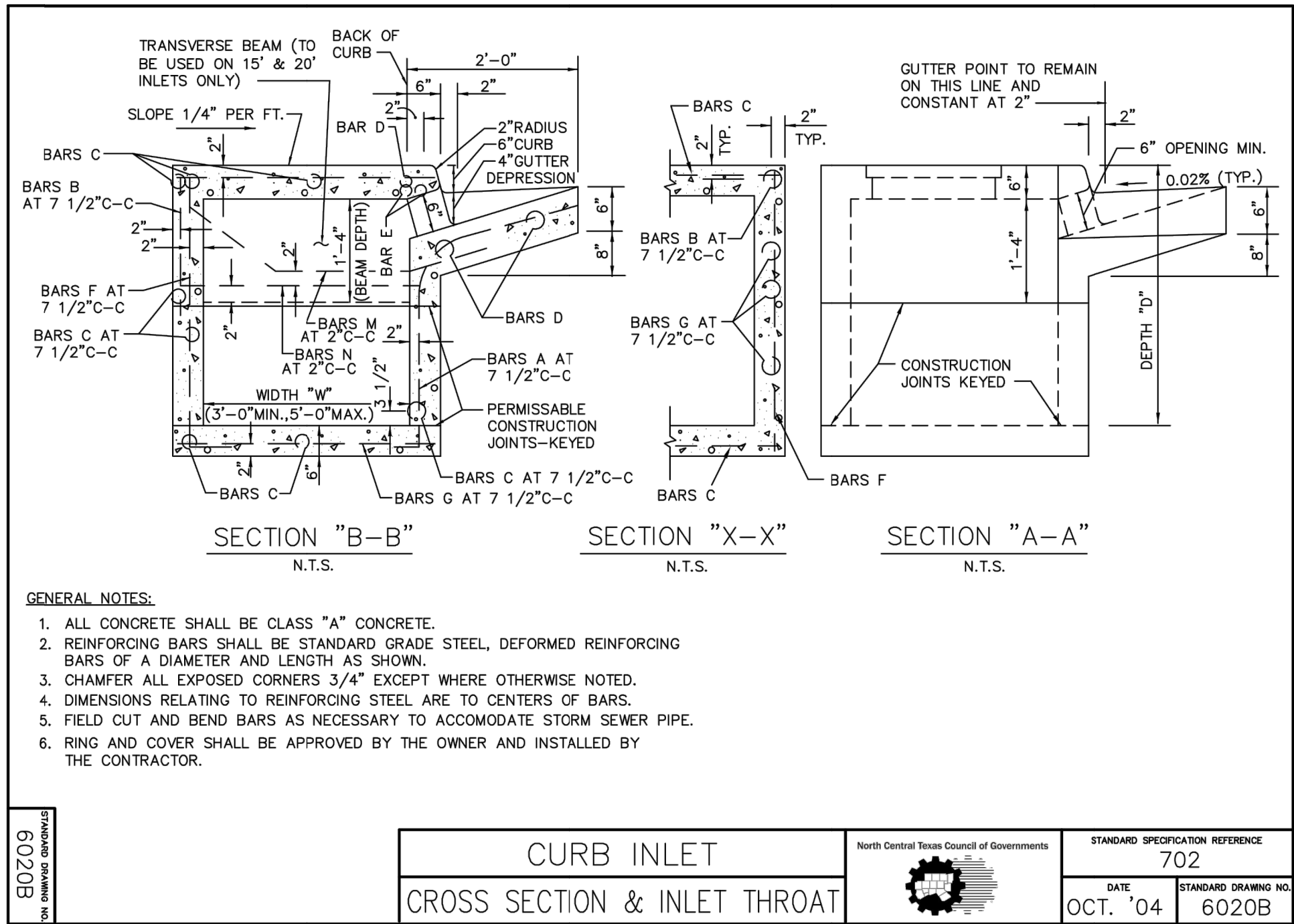
4', 5', OR 6' SQUARE

*Section II Standard Drawings as of October 2004. Reference number only has been updated for Fifth Edition Specifications. Public Works Construction Standards North Central Texas, Fifth Edition.



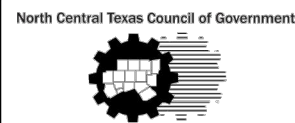
FLUME DETAIL

NTS



CURB INLET

CROSS SECTION & INLET THROAT



STANDARD SPECIFICATION REFERENCE

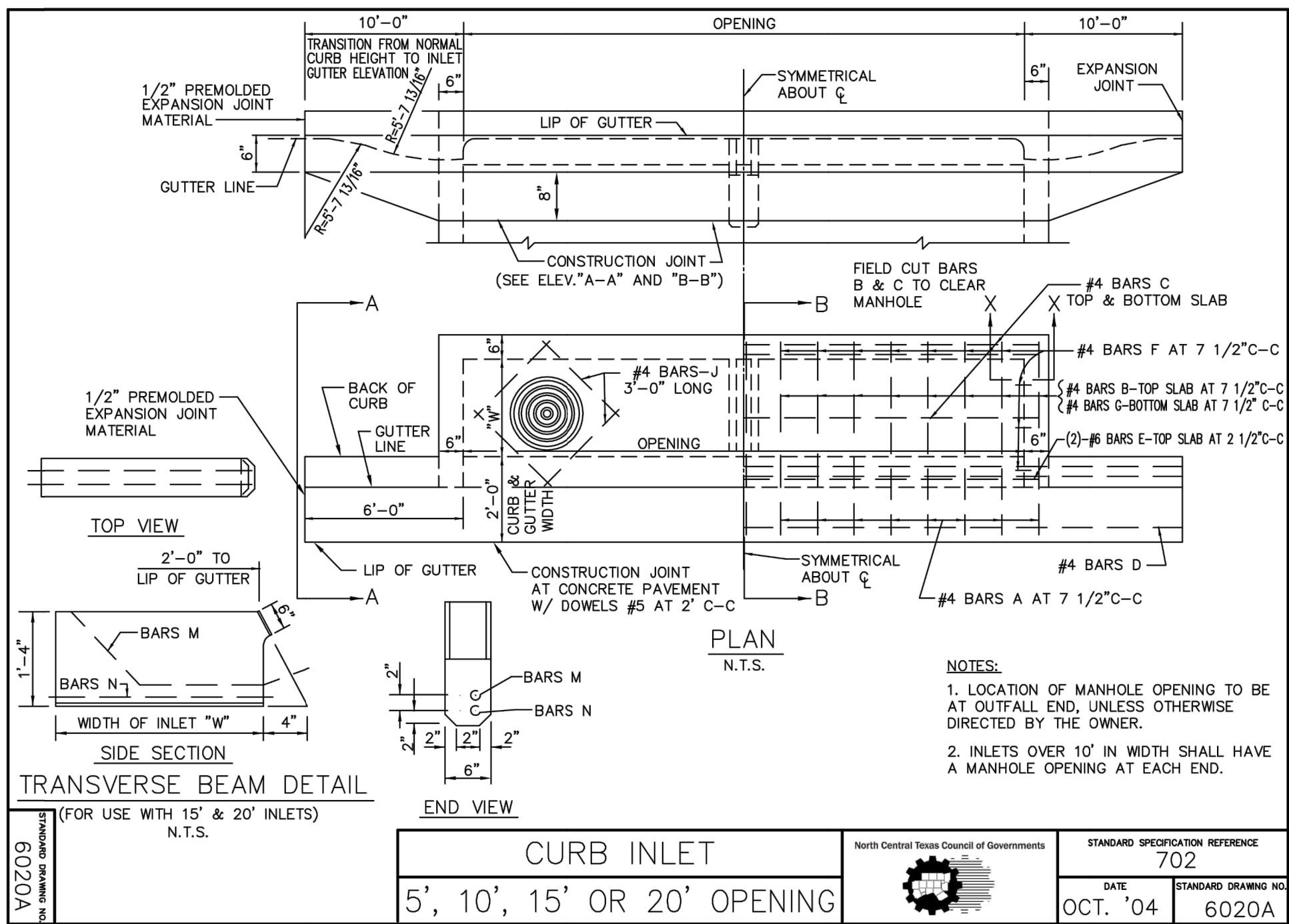
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DATE

OCT. '04

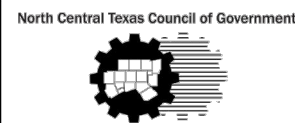
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6020B



CURB INLET

5', 10', 15' OR 20' OPENING



STANDARD SPECIFICATION REFERENCE

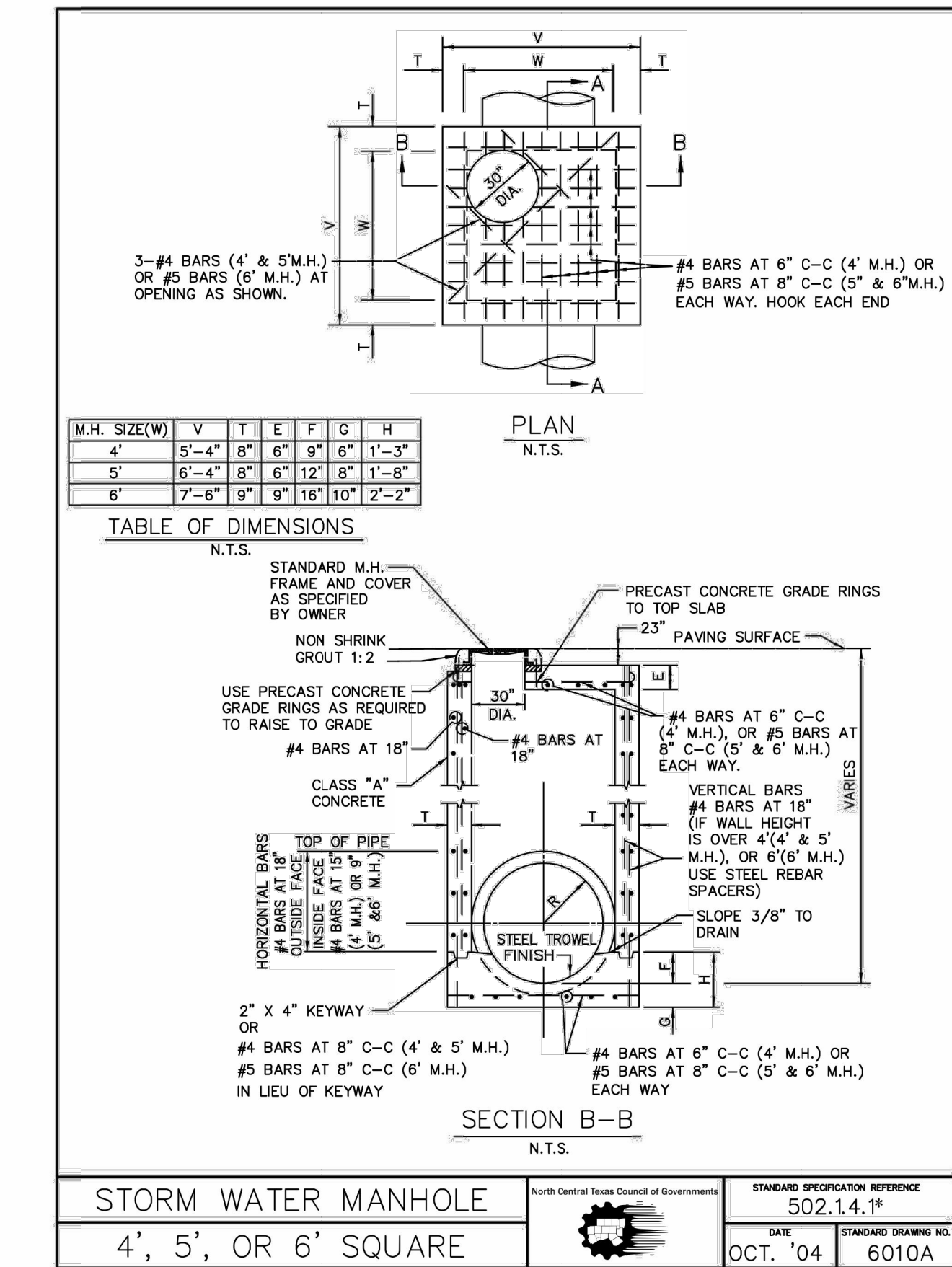
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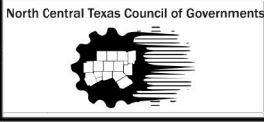
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6020A



STORM WATER MANHOLE

4', 5', OR 6' SQUARE



STANDARD SPECIFICATION REFERENCE

502.14.1*

DATE

OCT. '04

STANDARD DRAWING NO.

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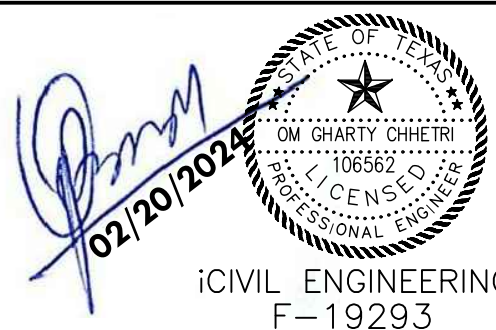
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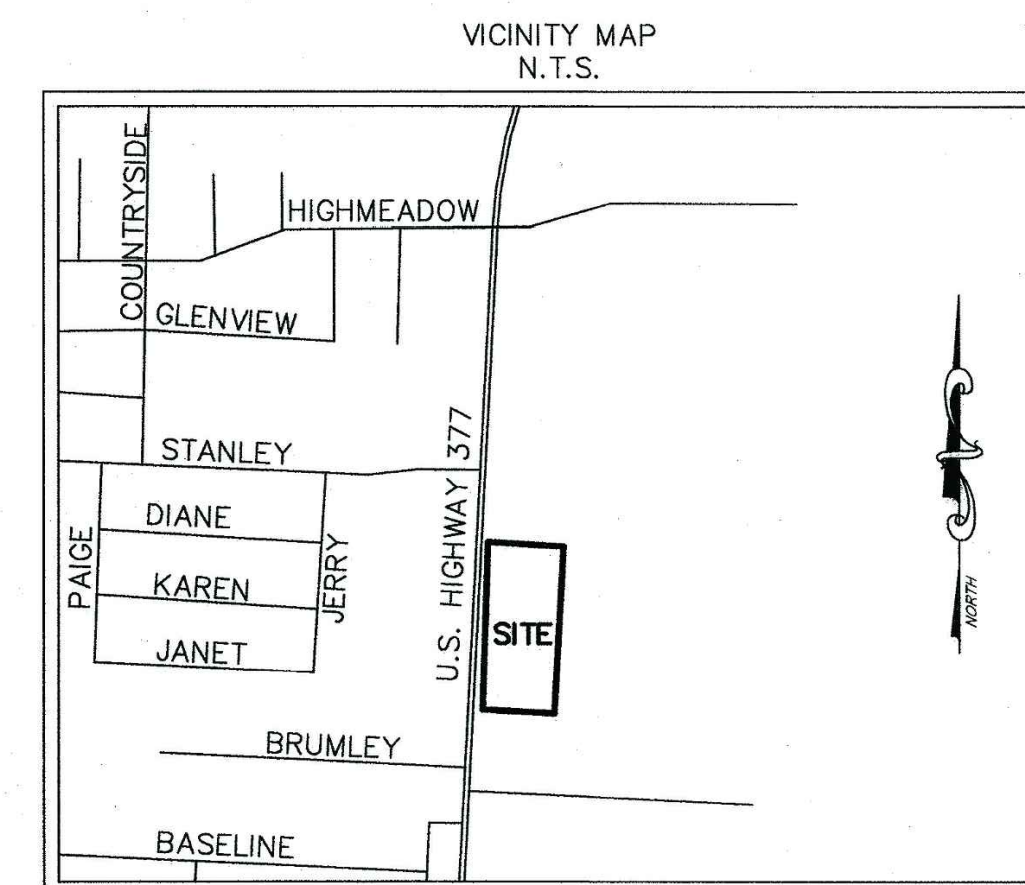


CITY OF AUBREY, TX
STANDARD DETAILS
FOR
AUBREY RETAIL
LOT 2R, BLOCK A
AUBREY 377 ADDITION
CITY OF AUBREY, DENTON COUNTY, TX

PROJECT NO.
sheet
14
of
16

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— DENOTES
TREE
REMOVAL



EXISTING TREE SCHEDULE

TREE NO:	DIA."	SPECIES	REMOVE (IN)	CREDITS	LOCATION
1	20	Post Oak - Dead	Yes	Yes	Within 50' of the Property Line
2	26	Live Oak	Save	2 Canopy Trees + 2 Ornamental Trees	Within 50' of the Property Line
3	15	Live Oak	Save	3 Canopy Trees	Within 50' of the Property Line
4	9	Live Oak	Yes	Yes	Within 50' of the Property Line
5	16	Live Oak	Yes	Yes	Within 50' of the Property Line
6	27	Live Oak	Yes	Yes	Within 50' of the Property Line
7	5	Hackberry	Yes	Yes	Within 50' of the Property Line
8	20	Hackberry	Yes	Yes	Within 50' of the Property Line
9	21	Hackberry	Yes	Yes	Within 50' of the Property Line
10	31	Red Oak	Yes	Yes	Within 50' of the Property Line
11	18	Hackberry	Yes	Yes	Within 50' of the Property Line
12	9	Live Oak	Yes	Yes	Within 50' of the Property Line
13	17	Post Oak	Yes	Yes	Within 50' of the Property Line
14	23	Post Oak	Save	3 Canopy Trees	Within 50' of the Property Line
15	23	Post Oak	Save	3 Canopy Trees	Within 50' of the Property Line
16	13	Post Oak	Save	1 Canopy Tree + 2 Ornamental Trees	Within 50' of the Property Line

EXISTING TREE PLAN

OWNER
STERLING AUBREY RETAIL LLC
14859 MYRTLE BEACH LN
FRISCO, TX 75035
PH: (408) 655-4291

AUBREY RETAIL - PHASE II
LOT 2, BLOCK A, AUBREY 377 ADDITION
CITY OF AUBREY, TEXAS

REVISION NO.	DATE	DESCRIPTION
R1	9-18-2023	UPDATED DRAWINGS AS PER CITY'S COMMENTS
R2	11-14-2023	UPDATED DRAWINGS AS PER CITY'S COMMENTS
R3	1-10-2024	UPDATED DRAWINGS AS PER CITY'S COMMENTS
ISSUED FOR:	DATE	DESCRIPTION
R4	2-1-2024	UPDATED DRAWINGS AS PER CITY'S COMMENTS
R4	2-21-2024	UPDATED DRAWINGS AS PER CITY'S COMMENTS

SHEET TITLE:	EXISTING TREE PLAN
DATE:	08--16--2023
DRAWN BY:	DK
CHECKED BY:	RP
JOB NO:	
NFAA JOB NO:	
SHEET NO:	L-0
FILE NAME:	



LOT 5

LOT 6

LOT 7

LOT 8

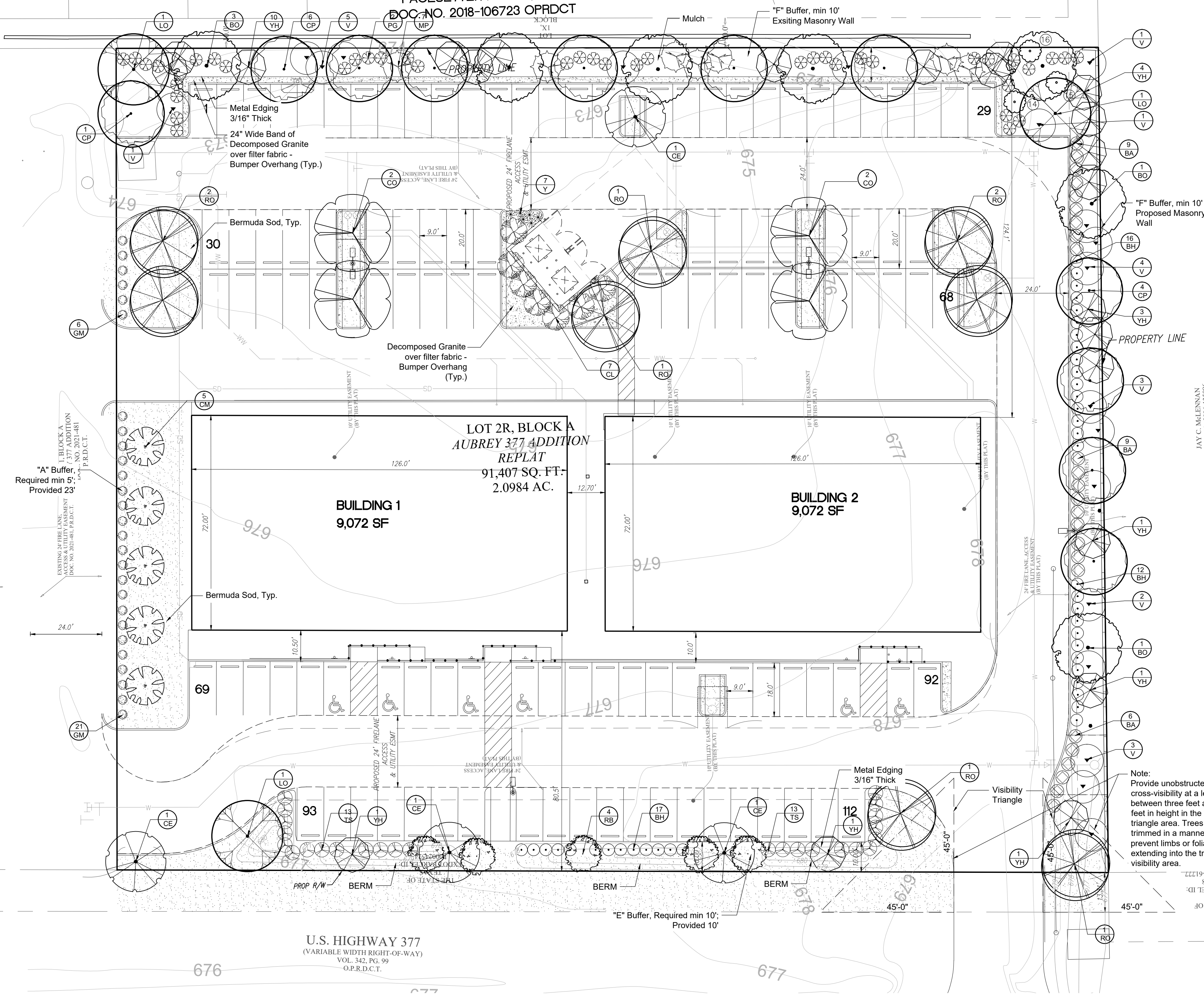
LOT 1

AUBREY CREEK ESTATES PHASE 1

(PENDING)

PACESETTER HOMES, LLC

DOC. NO. 2018-106723 OPRDCT



PLANT LEGEND

SHADE TREES
Cedar Elm
Bur Oak
Live Oak
Red Oak
Chinese Pistache
Chinquapin Oak
Drake Elm

ORNAMENTAL TREES
Mexican Plum
Redbud
Vitex
Tree Yaupon Holly
Crape myrtle

SCREENING SHRUBS
Cleyera

SHRUBS
Japanese Barberry
Pampas Grass
Dwarf Burford Holly
Soft Leaf Yucca
Gulf Muhly
Texas Sage 'Green Cloud'

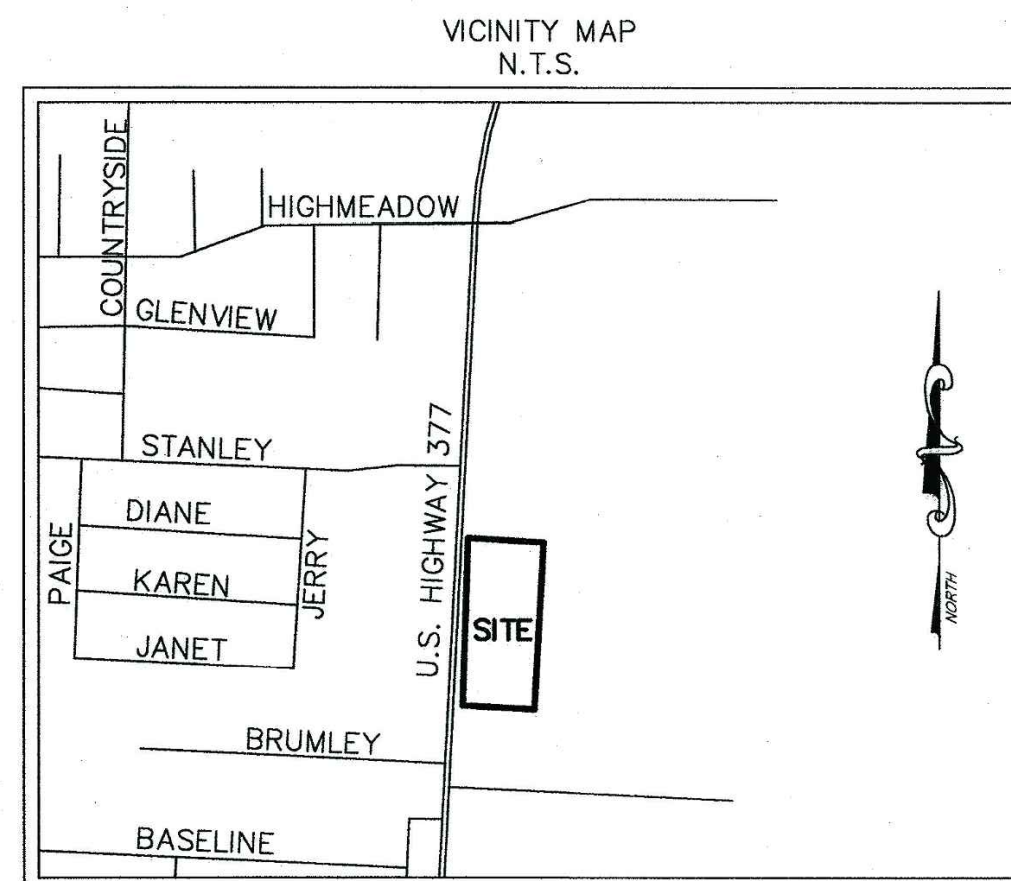
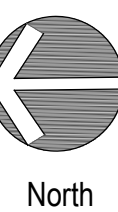
LAWN GRASSES
Bermuda Grass

MISCELLANEOUS
Decomposed Granite
Steel Edging

0' 10' 20' 40'

SCALE: 1"=20'-0"

LANDSCAPE PLAN

VICINITY MAP
NOT TO SCALE

PLANT SCHEDULE

	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE (At the time of installation)	NOTES
Shade Trees (Canopy Trees)					
CE	Ulmus crassifolia	Cedar Elm	4 EA.	#100, 4" cal. Min., 16' Ht. min., 8' Spread min.	B. & B., Single trunk, Well branched with Central Leader, 6' branching height
BO	Quercus macrocarpa	Bur Oak	7 EA.	#100, 4" cal. Min., 16' Ht. min., 8' Spread min.	B. & B., Single trunk, Well branched with Central Leader, 6' branching height
LO	Quercus virginiana	Live Oak	3 EA.	#100, 4" cal. Min., 16' Ht. min., 8' Spread min.	B. & B., Single trunk, Well branched with Central Leader, 6' branching height
RO	Quercus shumardii	Shumard's Red Oak	8 EA.	#100, 4" cal. Min., 16' Ht. min., 8' Spread min.	B. & B., Single trunk, Well branched with Central Leader, 6' branching height
CO	Pistacia chinensis	Chinese Pistache	4 EA.	#100, 4" cal. Min., 16' Ht. min., 8' Spread min.	B. & B., Single trunk, Well branched with Central Leader, 6' branching height
CP	Quercus muehlenbergii	Chinquapin Oak	11 EA.	#100, 4" cal. Min., 16' Ht. min., 8' Spread min.	B. & B., Single trunk, Well branched with Central Leader, 6' branching height
Ornamental Trees (Understory Trees)					
MP	Prunus mexicana	Mexican Plum	7 EA.	45 Gal. 3" cal., 12'-14' Ht., 5'-6' Spread	B. & B., Single trunk, full rounded canopy
RB	Cercis canadensis	Redbud 'Forest Pansy'	5 EA.	45 Gal., 8' Ht. Min, 4' Spread Min.	B. & B., Single trunk, Well branched with Central Leader, Speciman
V	Vitex agnus-castus	Texas Vitex	19 EA.	45 Gal., 6' Ht. Min, 3' Spread Min.	B. & B., Single trunk, Well branched, Speciman
YH	Ilex vomitoria	Tree Yaupon Holly	22 EA.	45 Gal., 10' Ht. min, 5' Spread min.	Container, Multi-trunk, 3 to 5 Canes, 1" cal. Cane min., Well Branched, Berried
CM	Lagerstroemia indica - 'Watermelon Red'	Crape Myrtle - Watermelon Red	5 EA.	8'-10' Ht., 4'-5' Spread	B. & B., Multi-trunk, 3 to 5 canes, 1" cal. cane min. Well branched
Screening Shrub					
CL	Ternstroemia gymnanthera	Cleyera	7 EA.	5 Gal., 48" min. Ht., 36" min. Spread	Container, Well branched full to ground, Speciman
Shrubs					
BA	Berberis thunbergii	Japanese Barberry 'Rose Glow'	25 EA.	5 Gal., 36" min. Ht., 24" min. spread	Container, Well branched full to ground, Plant 24" O.C.
PG	Cortaderia selloana	Pampas Grass	40 EA.	7 Gal., 18" min. Ht., 30" min. spread	Container, Well branched full to ground, Plant 40" O.C.
DBH	Ilex cornuata 'Burfordii Nana'	Dwarf Burford Holly	41 EA.	5 Gal., 24" min. Ht., 18" min. spread	Container, Well branched full to ground, Plant 36" O.C.
Y	Yucca recurvifolia	Softleaf Yucca	6 EA.	5 Gal., 36" min. Ht., 24" min. spread	Container, Well branched full to ground, Plant 60" O.C.
GM	Muhlenbergia capillaris	Gulf Muhly	27 EA.	5 gal.	Container, Well branched full to ground, Plant 60" O.C.
TS	Leucophyllum frutescens 'Green Cloud'	Texas Sage 'Green Cloud'	25 EA.	36" min. Ht., 24" min. spread	Container, Well branched full to ground, Plant 36" O.C.
Lawn Grasses					
BG	Cynodon dactylon	Bermuda Grass	11450 SF	Solid Sod	Staggered tight joints, sand filled and rolled
Miscellaneous					
DG	Decomposed Granite		*	4" deep	Install per detail
SE	Steel Edging		*	1/8" x 4"	Install per detail with metal stakes. Color: Green

CIVIL ENGINEERING
1001 W EULESS BLVD.,
STE 412H
EULESS, TX 76040
PH: (972) 523-5493
TBPE: F-19293

LANDSCAPE CONSULTANT
Deepa Designscape, LLC
LANDSCAPE DESIGN & 3D
FRISCO, TX 75034
EMAIL: DEEPADESIGNSCAPE@GMAIL.COM
PHONE: 972.639.6745

OWNER
STERLING AUBREY RETAIL LLC
14859 MYRTLE BEACH LN
FRISCO, TX 75035
PH: (408) 655-4291

AUBREY RETAIL - PHASE II
LOT 2, BLOCK A, AUBREY 377 ADDITION
CITY OF AUBREY, TEXAS

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SHEET TITLE:	LANDSCAPE PLAN
DATE:	06-16-2023
DRAWN BY:	DK
CHECKED BY:	RP
JOB NO.:	
INSTR. JOB NO.:	
SHEET NO.:	L-1
FILE NAME:	



SECTION 02910 - SOIL PREPARATION

PART 1 - GENERAL

- A. DESCRIPTION
1. PROVIDE COMPLETE GRADING AND SOIL PREPARATION, INCLUDING AMENDMENTS, AS SPECIFIED HEREIN.
- B. EXAMINATION
1. EXAMINE SITE TO VERIFY REQUIRED ROUGH GRADING HAS BEEN COMPLETED CORRECTLY PRIOR TO BED PREPARATION WORK.
 2. EXAMINE SITE TO VERIFY THAT ALL INVASIVE PLANTS AND THEIR ROOTS HAVE BEEN REMOVED PRIOR TO BED PREPARATION WORK.
- C. APPROVALS
1. ALL 'APPROVED EQUAL' MATERIALS MUST BE APPROVED BY LANDSCAPE DESIGNER/ ARCHITECT.

PART 2 - PRODUCTS

- A. MATERIALS
1. COMPOST:
 - 1.1 DECOMPOSED WOOD PRODUCT OR COMPOST
 - 1.2 SOLE SOURCE "SOIL BUILDING SYSTEMS" 972-831-8181
 2. FERTILIZERS AND SUPPLEMENTS:
 - 2.1 A 6-2-4 GRANULAR FERTILIZER WITH A WATER SOLUBLE SLOW RELEASE ORGANIC BASE SUCH AS GREENSENSE, OR SUSTANE, OR APPROVED EQUAL.
 3. MULCH
 - 3.1 SHALL BE SHREDDED HARDWOOD MULCH, SHREDDED PINE BARK MULCH, SHREDDED NATIVE MULCH, OR APPROVED EQUAL MUST BE 1" OR 2" TYPE. THE 1"-2" PINE BARK ARE NOT PERMITTED TO BE USED IN BEDS WITHIN 3 FEET OF THE HOTEL AS THE HEAT RELEASE FROM A MULCH FIRE COULD BE SUFFICIENT TO IGNITE THE MATERIALS.
 - 3.2 COMBUSTIBLE GROUND COVER MATERIALS ARE NOT PERMITTED ADJACENT TO THE BUILDING FACADE. ONLY INORGANIC NON-COMBUSTIBLE MATERIALS, SUCH AS BRICK CHIPS, PEA GRAVEL, AND LAVA ROCK, NOT PINE BARK NUGGETS, SHOULD BE PLACED IN BEDS WHICH ARE 3 FEET OF THE FULL HOTEL PERIMETER.

PART 3 - EXECUTION

- A. BED PREPARATION AND PREPARATION FOR SOD INSTALLATION
1. GENERAL:
 - 1.1. INSPECT ALL EXISTING CONDITIONS AND OTHER ITEMS OF WORK PREVIOUSLY COMPLETED. DO NOT PROCEED UNTIL DEFECTS ARE CORRECTED.
 - 1.2. INSPECT THAT ALL INVASIVE PLANTS AND THEIR ROOTS HAVE BEEN REMOVED COMPLETELY.
 - 1.3. ALL AREAS TO BE PREPARED WITH ORGANIC TECHNIQUES ONLY.
 2. SHRUB BEDS:
 - 2.1 BREAK UP AND TILL EXISTING SOIL TO A DEPTH OF 6 INCHES.
 - 2.2 ADD A 3 INCH LAYER OF COMPOST TO THE BEDS.
 - 2.3 TILL EXISTING SOIL AND COMPOST TOGETHER TO A TOTAL OVERALL DEPTH OF 6 INCHES.
 - 2.4. RAKE OUT ROCKS LARGER THAN 1" DIA. AND CLODS AND FINE GRADE THE BEDS TO DRAIN IN APPROPRIATE DIRECTIONS.
 - 2.5. TOP-DRESS BED WITH A 3 INCH LAYER OF MULCH AFTER PLANTING.
 3. SOD AND SEEDS AREAS:
 - 3.1. LIGHTLY CULTIVATE COMPACTED SOIL AND RAKE THE SOIL SMOOTH.
 - 3.2. ADD 1/2 INCH COMPOST TO ALL AREAS.
 - 3.3. FINE GRADE TO DRAIN IN APPROPRIATE DIRECTIONS.

NOTES
GENERAL LANDSCAPE

1. LANDSCAPE CONTRACTORS IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS, AND SHALL BE RESPONSIBLE FOR DAMAGE TO SAID UTILITIES OR STRUCTURES CAUSED BY HIS/HER CREW AND SUBCONTRACTORS.
2. ALL LAWN AND LANDSCAPE BED AREAS ARE TO BE SEPARATED BY 14 GAUGE STEEL EDGING UNLESS OTHERWISE NOTED ON THE PLANS.
3. CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY OWNER PRIOR TO INSTALLATION.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE OWNERS REPRESENTATIVE OF ANY CONDITION FOUND ON-SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
6. ALL SHRUB AND GROUND COVER BEDS SHALL HAVE A MINIMUM OF (2") TWO INCHES OF HARDWOOD BARK MULCH.
7. LANDSCAPE EDGING SHALL BE LOCATED AS NOTED ON PLAN.
8. TREES SHALL BE PLANTED A LEAST FIVE (5) FEET FROM ANY UTILITY LINE, AND OUTSIDE ALL UTILITY EASEMENTS AND A THREE (3) CLEAR DIAMETER AROUND FIRE HYDRANTS, UNLESS PRIOR APPROVAL IS GRANTED.
9. ALL TREE PLANTED WITHIN FIVE (5) FEET OF A CURB, WALK OR DRIVE MUST INCLUDE AN APPROVED RIGID PLASTIC ROOT BARRIER APPROVED BY THE CITY OF AUBREY.
10. TREES OVERHANGING WALKS AND PARKING AREAS SHALL HAVE A CLEAR TRUNK HEIGHT OF SEVEN (7) FEET.
11. TREES OVERHANGING VISIBILITY EASEMENTS OF RIGHT-OF-WAYS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7) FEET.
12. TREES OVERHANGING PUBLIC STREET PAVEMENT, DRIVE AISLES, AND FIRELANES WILL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF FOURTEEN (14) FEET.
13. TREES PLANTED ON SLOPES WILL HAVE THE SOIL STAIN AT AVERAGE GRADE OF SLOPE.
14. NO SHRUBS SHALL BE PERMITTED WITHIN AREAS LESS THAN THREE (3') FEET IN WIDTH. ALL SUCH AREAS SHALL BE GRASS OR OTHER PERMANENT FIXED MATERIAL SUCH AS PAVERS.
15. MULTI-TRUNK AND ORNAMENTAL TREES WILL BE ALLOWED IN THE CITY'S RIGHT-OF-WAY WITH STAFF APPROVAL ONLY. MUST BE OUTSIDE AND VISIBILITY TRIANGLES.
16. IN MEDIANS, ALL LANDSCAPE MATERIAL, EXCLUSIVE OF TREES, SHALL NOT EXCEED TWO FEET SIX INCHES (2'-6") IN HEIGHT.
17. A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS AS REQUIRED BY THE THROUGHFARE STANDARDS ORDINANCE. SHRUBS ARE NOT TO EXCEED TWO FEET SIX INCHES (2'-6") IN HEIGHT. TREES WILL HAVE A MINIMUM CLEAR TRUNK BRANCHING HEIGHT OF SEVEN (7) FEET.
18. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, IF DAMAGED, DESTROYED OR REMOVED.
19. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
20. ALL SIGNAGE AND FENCING SHALL BE CONTINGENT UPON BUILDING INSPECTION DEPARTMENT APPROVAL.
21. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVER SPRAY ON STREETS AND WALKS IS PROHIBITED. A PERMIT FROM THE BUILDING INSPECTION DEPARTMENT IS REQUIRED FOR EACH IRRIGATION SYSTEM. IMPACT FEES MUST BE PAID TO THE DEVELOPMENT SERVICES DEPARTMENT FOR SEPARATE IRRIGATION METERS PRIOR TO ANY PERMIT RELEASE.
22. SUBSURFACE DRAINAGE IN PARKING LOT MEDIANS; ALL MEDIANS THAT HAVE TREES PROPOSED WILL REQUIRE OVER-EXCAVATION TO REMOVE COMPACTED SOIL TO A DEPTH OF 4 FEET. A PERCOLATION TEST SHALL BE PERFORMED AFTER EXCAVATION TO DETERMINE IF FURTHER SUBSURFACE DRAINAGE IS REQUIRED. PROVIDE PERCOLATION RESULTS TO LANDSCAPE ARCHITECT.

SECTION 02915 - LANDSCAPE PLANTING

PART 1 - GENERAL

- A. SPECIAL CONDITIONS
1. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.
 2. EMPLOY ONLY EXPERIENCE PERSONNEL FAMILIAR WITH REQUIRED WORK. PROVIDE ADEQUATE SUPERVISION BY A QUALIFIED FOREMAN WITH A MINIMUM OF TEN (10) YEARS EXPERIENCE WITH PROJECTS OF SIMILAR COMPLEXITY.
 3. DO NOT MAKE SUBSTITUTIONS OF TREE, SHRUB AND GRASS MATERIALS. IF REQUIRED MATERIAL IS NOT OBTAINABLE, SUBMIT PROOF OF NON-AVAILABILITY TO OWNER'S REPRESENTATIVE.
 4. PROVIDE QUANTITY, SIZE, GENUS, SPECIES AND VARIETY OF TREES AND SHRUBS INDICATED AND SCHEDULED FOR LANDSCAPE WORK WHICH COMPLY WITH APPLICABLE REQUIREMENTS OF ANSI Z60.1 AMERICAN STANDARD FOR NURSERY STOCK, AND ANY APPLICABLE STATE AND FEDERAL LAWS CONCERNING DISEASE AND INSECT INFESTATION.
- B. REFERENCE STANDARDS
1. AMERICAN STANDARDS FOR NURSERY STOCK, APPROVED NOV. 6, 1996 BY AMERICAN NATIONAL STANDARDS INSTITUTE, INC.
 2. SHINNERS & MAHLER'S, ILLUSTRATED FLORA OF NORTH CENTRAL TEXAS, BOTANICAL RESEARCH INSTITUTE OF TEXAS (BRIT), FORT WORTH, TEXAS, 1999.
 3. HORTUS THIRD, CORNELL UNIVERSITY, 1967.
- C. PREPARATION
2. COORDINATION WITH BUILDING AND ENGINEERING PROJECT ACTIVITIES.
 5. COORDINATE THE WORK OF THIS SECTION WITH THAT OF REGULAR AND EMERGENCY WATER UTILITY ACTIVITIES ON THE SITE.
 6. COORDINATION WITH IRRIGATION SYSTEM:
 - 6.1. THE UNDERGROUND IRRIGATION SYSTEM MUST BE INSTALLED PRIOR TO COMMENCEMENT OF THE PLANTING OPERATIONS AND INSPECTED BY CITY OF AUBREY.
 - 6.2. THE IRRIGATION SYSTEM SHALL BE OPERATIONAL AT THE TIME THAT PLANTING OPERATIONS COMMENCE.
 - 6.3. COORDINATE WORK WITH THE IRRIGATION CONTRACTOR TO PREVENT DAMAGE TO THE IRRIGATION SYSTEM.
 - D. ALL PLANT MATERIALS FOR THIS PROJECT SHALL BE NURSERY-GROWN, INCLUDING TREES.
 1. CONTAINER GROWN PLANTS SHALL HAVE BEEN STEPPED-UP AS NECESSARY TO PREVENT ROOT GRADING.
 2. CONTAINER GROWN PLANTS SHALL HAVE BEEN IN THE CONTAINER FOR A MINIMUM OF SIX (6) MONTHS PRIOR TO DELIVERY TO THE SITE TO ENSURE ADEQUATE ROOT DEVELOPMENT.
 3. THE 'ROOT FLARE' OF ALL TREES AND SHRUBS SHALL NOT BE COVERED WITH SOIL.
 - E. THE FOLLOWING TREE CARE PROCEDURES SHALL BE ADHERED TO:
 1. DO NOT MAKE FLUSH CUTS OR LEAVE STUBS WHEN PRUNING. LEAVE THE BRANCH COLLAR INTACT.
 2. DO NOT USE ANY TYPE OF PRUNING PAINT ON WOUNDS.
 3. DO NOT USE ANY TYPE OF TREE WRAP, EXCEPT, TRUNKS MAY BE WRAPPED WITH BURLAP DURING PLANTING OPERATIONS ONLY.
 4. DO NOT STAKE OR GUY ANY TREES. IN SPECIAL CASES, TREE STAKING MAY BE NECESSARY TO PRESERVE A TREE THAT CONTINUES TO BLOW OVER, THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY TREES THAT NEED STAKING FOR A PERIOD OF ONE YEAR.
 5. DO NOT HANDLE ANY TREE BY ITS TRUNK. ANY TREE HANDLED IN SUCH A MANNER SHOULD BE REJECTED.
 - F. WARRANTY:
 1. UNCONDITIONALLY WARRANT ALL PLANTS FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF INSTALLATION INITIAL ACCEPTANCE. REPLACE MATERIALS NOT IN VIGOROUS, THRIVING CONDITION AS SOON AS WEATHER PERMITS AFTER NOTIFICATION BY OWNERS THAT THE PLANTS HAVE DIED OR ARE OTHER WISE NOT ACCEPTABLE. GUARANTEE REPLACEMENT PLANTS FOR ONE YEAR, STARTING FROM THE DATE REPLACEMENT IS MADE.
 2. WARRANTY EXCLUDES REPLACEMENT OF PLANTS BECAUSE OF INJURY BY STORM, NATURAL DROUGHT, DROWNING, HAIL FOR FREEZING, IF REASONABLE CARE WAS TAKEN TO ADEQUATELY PROTECT THE MATERIAL, AND IN THE OPINION OF THE OWNER'S REPRESENTATIVE THAT THE PROBLEM OCCURRED AFTER THE DATE OF INITIAL ACCEPTANCE.

PART 3 - EXECUTION

- A. PREPARATION FOR PLANT MATERIAL INSTALLATION
1. EXAMINE THE SUB-GRADE UPON WHICH THE WORK IS TO BE PERFORMED, VERIFY GRADE ELEVATIONS AND VERIFY THAT BEDS HAVE BEEN LEFT LOW BY OTHER TRADES. OBSERVE THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND CONFIRM THAT UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED PRIOR TO PROCEEDING.
- B. TIME FOR PLANTING
1. CARE IS TO BE TAKEN SO THAT NO PLANTS SIT IN POTS IN THE SUMMER HEAT FOR MORE THAN 1 HOUR. IF PLANTING DURING HOT SEASONS (NOT PREFERRED) PLANTINGS TO BE DONE IN SMALL SECTIONS WITH STOCKPILED PLANTS TO BE PROTECTED FROM THE SUMMER HEAT (SHADE AREAS).
- C. STAKE LOCATIONS FOR TREES PRIOR TO DIGGING HOLES.
1. DIG PITS WITH ROUGH SIDES AND WHICH HAVE TAPERED WALLS, A MINIMUM OF TWICE THE WIDTH OF THE TREE BALL, A PEDESTAL SHOULD BE LEFT IN THE CENTER OF THE HOLE AND THE TREE BALL SET UPON THAT PEDESTAL.
 2. SET PLANTS IN THE CENTER OF THE HOLE AND ON THE PEDESTAL PLUM AND VERTICAL, AND AT SUCH A DEPTH THAT THE CROWN OF THE TREE BALL WILL BE LEVEL WITH THE SURROUNDING GRADE.
 3. ALL PLANTS SHALL BE SET TO MEET THE SAME RELATIONSHIP TO THE FINISHED GRADE OF THE SURROUNDING SOIL THAT THEY BORE TO PREVIOUS EXISTING GRADE OF SOIL.
 4. BACKFILL WITH EXISTING TOPSOIL AND WATER IMMEDIATELY.
 5. FORM AND SHALLOW BASIN SLIGHTLY LARGER THAN THE PIT TO FACILITATE REMOVE PRIOR TO MULCHING.
 6. COVER ALL TREE BALLS WITH MINIMUM OF 3 OF SPECIFIED MULCH, EXTEND MULCH OUT TO THE EDGE OF THE TREE PIT, BUT KEEP AWAY FROM TRUNKS.
 7. ALL EXCAVATED MATERIAL UNACCEPTABLE FOR REUSE SHALL BE DISPOSED OF OFF SITE, OR AS DIRECTED BY THE OWNER.
- D. SHRUBS, TALL GRASSES AND PERENNIAL PLANTING:
1. REMOVE CONTAINER AND SET PLANT MATERIAL AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE GROWN OF THE BALL WILL BE AT FINISHED GRADE
 2. GENTLY CUT OUTER ROOTS OF ANY ROOTBALLS THAT HAVE POT-BOUND PRIOR TO INSTALLATION.
 3. COVER PLANTING BEDS WITH MINIMUM 3 LAYER OF SPECIFIED MULCH, SOD PLANTING.
- E. SOD PLANTING:
1. LAY SOD IN AN ORDERLY MANNER TO COVER ALL BARE SOIL AREAS.
 2. WATER ALL AREAS OF THE SOD UNTIL THOROUGHLY WET.
 3. ROLL SOD WITH A SOD ROLLER AFTER 24 HOURS AFTER LAYING AND WATERING SOD TO OBTAIN A UNIFORM, SMOOTH FINISH.
 4. FILL JOINTS WITH COMPOST IF NECESSARY TO FORM A UNIFORM GRASS LAYER.
 5. KEEP SOD ADEQUATELY WATERED UNTIL SOD MAKES A FORM CONNECTION TO THE SOIL.
- F. SEED PLANTING:
1. AREAS SHALL BE RAKED TO A DEPTH OF 1/2", SMOOTH AND FREE OF STONES AND DEBRIS.
 2. APPLY SEED EVENLY AT THE RATE RECOMMENDED.
 3. RAKE AND WATER TO ESTABLISH A FIRM CONNECTION OF THE SEED TO THE SOIL.
 4. KEEP SEED AREA MOIST (NOT WET) UNTIL SEED GERMINATES AND GRASS IS APPROX. 1/2" IN HEIGHT.
 5. KEEP AREA ADEQUATELY WATERED UNTIL A STAND OF THE GRASS IS ESTABLISHED.
 6. RE-SEED TO ESTABLISH A THICK STAND OF GRASS IF NECESSARY

END OF SECTION 02915

LANDSCAPING MAINTENANCE:

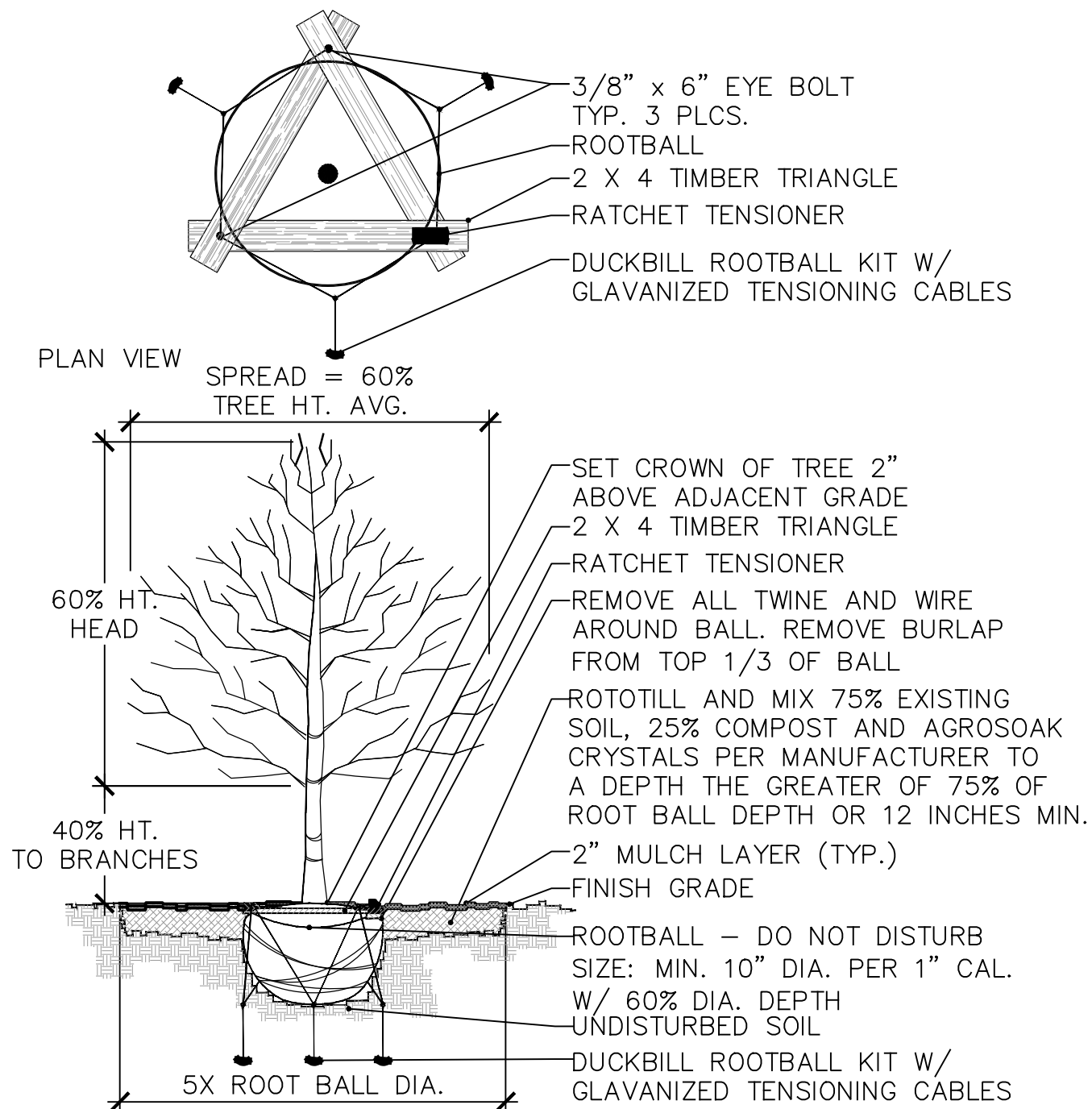
- (a) General: The owner, tenant and the agent, if any, shall be jointly and severably responsible for the maintenance of all landscaping and irrigation. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping, all plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. All irrigation heads or lines that are broken and flow water shall be replaced or repaired immediately to prevent the waste of water.
- (b) Plant Replacement: The owner shall be responsible for replacing all plant materials which shows dead branching over 25 percent or more of the normal branching pattern and repair irrigation system for a period of one year from the date of issuance of the Certificate of Occupancy. Plant materials that die shall be replaced with plant material of similar variety and similar initial size. The Owner shall make such necessary replacements within 30 days of notification by the City.

DISCLAIMER -

- LANDSCAPE PLANT LIST IS AS PER APPROVED LIST BY CITY OF AUBREY AND ARE NATIVE/ ADAPTED TO DFW METROPLEX.
- WE ARE NOT RESPONSIBLE FOR SURVIVAL OF THE TREES & PLANTS.
- LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR OPERATIONAL IRRIGATION.

Landscape Tabulations for Aubrey, TX

ITEM	REQUIRED	PROVIDED
Landscape along street R.O.W.		
Buffer Type		
(East) Bufferyard adjacent to zoning SF: Buffer type 'F': 329 I.f.	Min. 10 Ft.	11.5 Ft.
4 Canopy Tree per 100 I.f.	13 Canopy Trees	12 Canopy Trees + 1 Tree (Credit for saving)
8 Ornamental Trees per 100 I.f.	26 Ornamental Trees	24 Ornamental Trees + 2 OT (Credit for saving)
12 Shrubs per 100 I.f.	39.48 Shrubs	40 Shrubs
(West) Bufferyard adjacent to State Highway 377: Buffer type 'E': 332 I.f.		
1 Canopy Tree per 100 I.f.	3 Canopy Tree	3 Canopy Trees
2 Ornamental Trees per 100 I.f.	6.64 Ornamental Trees	7 Ornamental Trees
8 Shrubs per 100 I.f.	26.56 Shrubs	31 Shrubs
(North) Bufferyard: Buffer type 'A': 300 I.f.		
1 Canopy Tree per 100 I.f.	3 Canopy Tree	3 Canopy Trees
2 Ornamental Trees per 100 I.f.	6 Ornamental Trees	6 Ornamental Trees
8 Shrubs per 100 I.f.	24 Shrubs	27 Shrubs
(South) Bufferyard adjacent to Single-Family: Buffer type 'F': 300 I.f.		
4 Canopy Tree per 100 I.f.	13.16 Canopy Trees	7 Canopy Trees + 5 Canopy Tree + 2 Ornamental Trees (Credit for saving)
8 Ornamental Trees per 100 I.f.	24 Ornamental Trees	24 Ornamental Trees
12 Shrubs per 100 I.f.	36 Shrubs	57 Shrubs



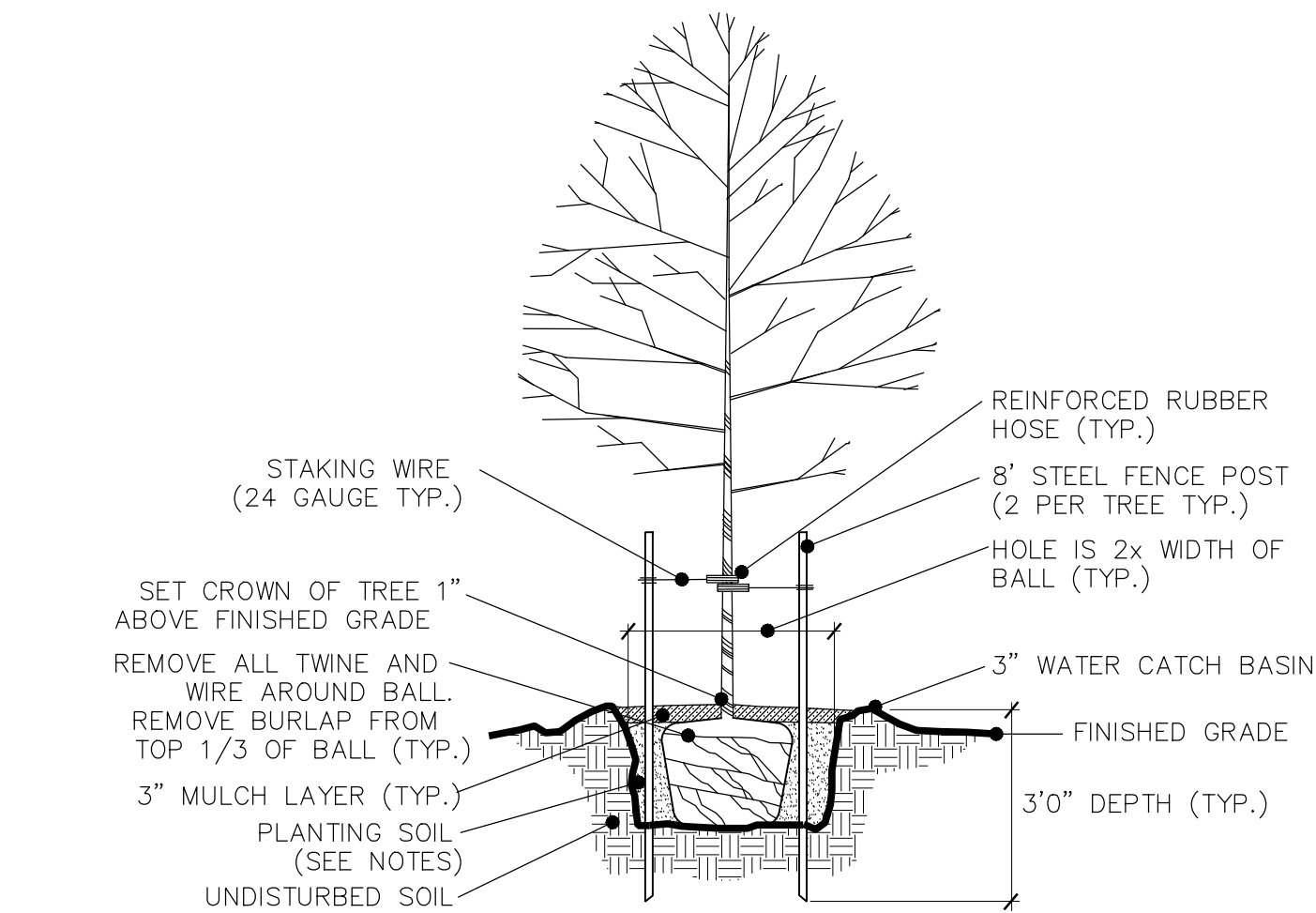
TREE PLANTING DETAIL

(2 1/2" CAL. OR LARGER)
USE TWO (2) 8' LONG MIN. STEEL POST W/ GUY WIRES FOR TREES SMALLER THAN 2-1/2" CAL.
CHECK PERCOLATION RATE. INSTALL TREE SUMP IF UNACCEPTABLE FOR GUARANTEE.

WRAP RED OAK, LIVE OAK & CADD O MAPLE TREE TRUNKS W/ BURLAP, STARTING AT BASE OF TRUNK EXTENDING UP TO BOTTOM BRANCHING.

TYPICAL 'TREE PLANTING PIT' BED PREPARATION
MINIMUMS: USE THE GREATER OF CALIPER OR BALL DIAMETER
B&B BALLS REQUIRE 10:1 BALL TO CALIPER RATIO MINIMUM
CONTAINER BALLS MAY BE SMALLER, SO USE CALIPER SIZE

S	B=Sx10	BD=Bx 60%	PD=Bx 5	CD=TDx25%	TD= BDx75%
Tree Size	Min. Root	Min. Root	Tree Pit	Compost	Tree Pit
Caliper Inch	Ball Dia.	Ball Depth	Diameter	Min. Depth	Tilling Depth
S = 3"	B = 30"	BD = 18"	PD = 150"	CD = 3.75"	TD = 13.5"
S = 6"	B = 60"	BD = 36"	PD = 300"	CD = 6.75"	TD = 27"



SMALL TREE PLANTING DETAIL

NOT TO SCALE



ICIVIL ENGINEERING
1001 W EULESS BLVD,
STE 412H
EULESS, TX 76040
PH: (972) 523-5493
TBPE: F-19293

LANDSCAPE CONSULTANT
Deepa Designscape, LLC
LANDSCAPE DESIGN & 3D
FRISCO, TX 75034
EMAIL: DEEPADESIGNSCAPE@GMAIL.COM
PHONE: 972.639.6745

OWNER
STERLING AUBREY RETAIL LLC
14859 MYRTLE BEACH LN
FRISCO, TX 75035
PH: (408) 655-4291

AUBREY RETAIL - PHASE II
LOT 2, BLOCK A, AUBREY 377 ADDITION
CITY OF AUBREY, TEXAS

REVISION NO.	DATE	DESCRIPTION
R1	9-18-2023	ISSUED DRAWINGS AS PER CITY'S COMMENTS
R2	11-14-2023	UPDATED DRAWINGS AS PER CITY'S COMMENTS
R3	1-10-2024	ISSUED FOR
R4	2-1-2024	UPDATED DRAWINGS AS PER CITY'S COMMENTS
R4	2-21-2024	UPDATED DRAWINGS AS PER CITY'S COMMENTS

SHEET TITLE:	DETAILS
DATE:	06-16-2023
DRAWN BY:	DK
CHECKED BY:	RP
JOB NO.:	
INSTR. JOB NO.:	
SHEET NO.:	L-2
FILE NAME:	



**Planning and Zoning Commission Meeting
Staff Report
March 14, 2024**

Agenda Item

Consider and make a recommendation to City Council regarding a Final Plat of Aubrey 377 Addition, Block A, Lot 2R being a replat of Block A Lot 2, 2.0984 acres of land situated in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas located immediately east of US 377 south of Concho Street and north of Surveyors Road. *Applicant: Sterling Aubrey Retail, LLC*

Staff Contact

Cate Ball, Planner
cball@plummer.com
817-806-1700

Summary

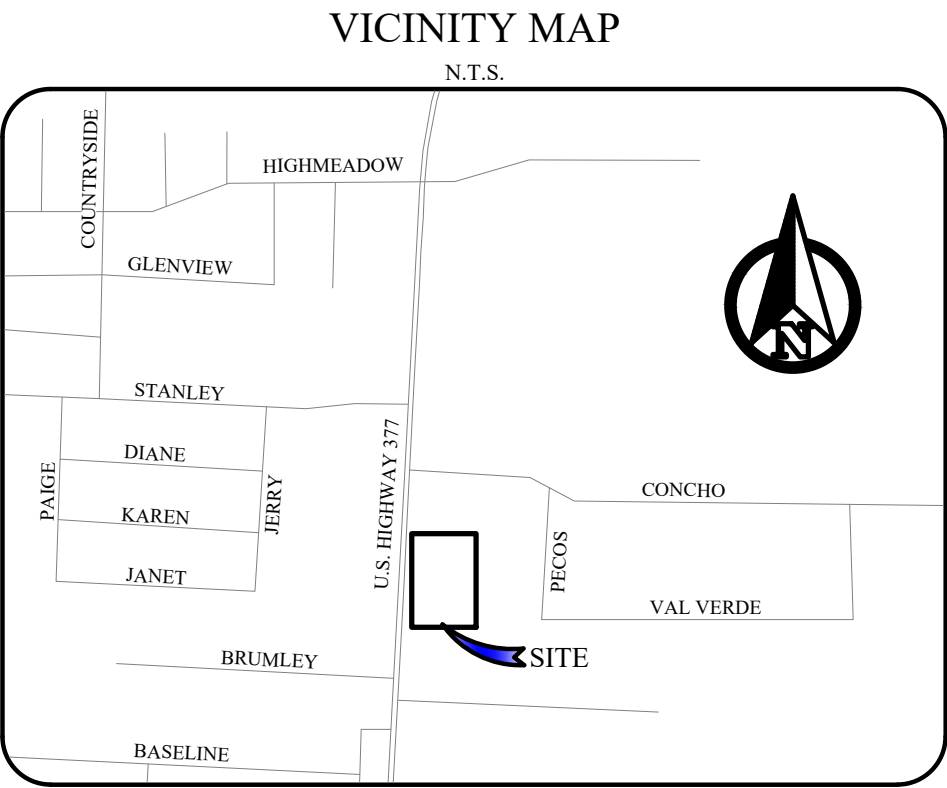
The commission recommended conditional approval of the proposed replat at your last meeting February 8, 2024. Modifications to the site plan shifted the proposed fire lane which is why the applicant is back for the Commission to review the fire lane location and provide a recommendation on the replat to City Council.

Staff Recommended Motion

Approve with Conditions

Conditions

1. Per Article 2, Section 1.06, proof of property owner's authorized agent.
2. Per Article 11, Appendix B.a. Final Plat Checklist, the plat is missing required signatures.



LEGEND OF ABBREVIATIONS

US.SyFt.	United States Survey Feet
TxCS,'83,NCZ	Texas Coordinate System of 1983, North Central Zone
NAVD'88	North American Vertical Datum of 1988
P.R.D.C.T.	Plat Records of Denton County, Texas
O.P.R.D.C.T.	Official Public Records of Denton County, Texas
D.R.D.C.T.	Deed Records of Denton County, Texas
VOL/PG/INST#	Volume/Page/Instrument Number
POB/POC	Point of Beginning/Point of Commencing
ESMT/BL	Easement/Building Line

MONUMENTS / DATUMS / BEARING BASIS

Monuments are found if not marked MNS or CRS.

CRS ○ 1/2" rebar stamped "TEXTERRA SURVEYING" set

MNS ○ Mag nail & washer stamped "TEXTERRA SURVEYING" set

TBM ♦ Site benchmark (see vicinity map for general location)

○ Vertex or common point (not a monument)

Coordinate values, if shown, are US.SyFt./TxCS,'83,NCZ

Elevations, if shown, are NAVD'88

Bearings are based on grid north (TxCS,'83,NCZ)

FLOOD ZONE CLASSIFICATION

This property lies within ZONE X of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0265G, dated 04/18/2011, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.

STATE OF TEXAS §
COUNTY OF TARRANT §

THIS is to certify that I, Jose B. Najarro III, a Registered Professional Land Surveyor for the State of Texas, have performed, for this plat, an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction or supervision.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Jose B. Najarro III
Registered Professional Land Surveyor No. 6736
texterrasurveying@gmail.com
DATE: TBD

OWNER:
STERLING AUBREY RETAIL LLC
14859 MYRTLE BEACH LANE
FRISCO, TX 75035-0186

SURVEYOR:
TEXTERRA SURVEYING
P.O. BOX 202165
ARLINGTON, TEXAS 76006
PHONE: (817) 235-7326



TEXTERRA SURVEYING
P.O. BOX 202165
ARLINGTON, TX 76006
Telephone (817) 235-7326
TBPELS Firm # 10194685
www.texterrasurveying.com



STATE OF TEXAS §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS, STERLING AUBREY RETAIL LLC, is the owner of the following described real property to wit:

Description for a tract of land being a portion of that tract of land described in the deed to STERLING AUBREY RETAIL LLC, recorded under Document Number 2022-1512077, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), Said tract also being a portion of Lot 2, Block A, AUBREY 377 ADDITION, an addition in the City of Aubrey, according to the map or plat thereof recorded in Document Number 2021-481, Plat Records, Denton County, Texas (P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a capped rebar stamped "TXDOT SURVEY MARKER RIGHT-OF-WAY MONUMENT" found at the southeast corner of a right-of-way dedication to the STATE OF TEXAS, TXDOT PARCEL ID: P00024524 for the east right-of-way line of U.S. Highway 377 (being a variable width right-of-way), being the northeast corner of a right-of-way dedication to the STATE OF TEXAS, TXDOT PARCEL ID: P00024528, recorded in Document Number 2023-61777, O.P.R.D.C.T., and being a point on the north property line of the tract described in the deed to JAY C. McLENNAN, recorded in Document Number 2006-135096, O.P.R.D.C.T.;

THENCE NORTH 02° 05' 21" EAST, with the east line of the said STATE OF TEXAS, TXDOT PARCEL ID: P200024524, a distance of 332.62 feet to a 1/2 inch capped rebar stamped "TEXTERRA SURVEYING" set at point on the north lot line of said Lot 2, same being a point of south lot line of Lot 1, Block A of the said AUBREY 377 ADDITION, from said point "TXDOT SURVEY MARKER RIGHT-OF-WAY MONUMENT" found at a point on the north lot line of said Lot 1, a point on the south right-of-way line of Concho Street (being a variable width public right-of-way), and being the northeast right-of-way of corner of the said STATE OF TEXAS, TXDOT PARCEL ID: P00024524 bears NORTH 02° 05' 21" EAST, a distance of 252.03 feet;

THENCE SOUTH 88° 07' 27" EAST, with the south lot line of said Lot 1, being common with the north lot line of said Lot 2, a distance of 275.48 feet to an X-Cut in concrete found at the southeast lot corner of Lot 1, same being the northeast lot corner of Lot 2, and being a point on the west lot line of Lot 1X, Block A, AUBREY CREEK ESTATES PHASE 1, an addition in the City of Aubrey, according to the map or plat thereof recorded in Document Number 2020-134, P.R.D.C.T.;

THENCE SOUTH 01° 52' 33" WEST, with the west lot line of said Lot 1X and with the east lot line of Lot 2, a distance of 329.53 feet to a 1/2 inch rebar found at the southwest lot corner of Lot 1X, same being the southeast lot corner of Lot 2, and being a point on the aforesaid north property line of the McLENNAN tract;

THENCE NORTH 88° 45' 45" WEST, with the south lot line of Lot 2 and with the north property line of the said McLENNAN tract, a distance of 276.74 feet to the **POINT OF BEGINNING** and enclosing 2.0984 acres (±91,407 square feet).

THAT STERLING AUBREY RETAIL LLC, a Texas limited liability company acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Lot 2R, Block A, AUBREY 377 ADDITION, an addition to the City of Aubrey, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. The City of Aubrey and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Aubrey and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone. That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use. The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Aubrey, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

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

WITNESS my hand this the _____ day of _____, 2024.

Laxmi Narsimha Madhava Reddygari
Manager

STATE OF:

COUNTY OF

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

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

Notary Public in and for _____ County

My Commission Expires: _____

FINAL PLAT
OF THE
AUBREY 377 ADDITION
BLOCK A, LOT 2R,
BEING A REPLAT OF BLOCK A, LOT 2,
OF THE AUBREY 377 ADDITION, AN
ADDITION TO THE CITY OF AUBREY, TEXAS
AS RECORDED IN DOCUMENT NUMBER 2021-481, OF
THE PLAT RECORDS OF DENTON COUNTY, TEXAS
BEING 2.0984 ACRES OF LAND SITUATED IN THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY,
DENTON COUNTY, TEXAS.

CERTIFICATE OF REPLAT APPROVAL

This RePlat was reviewed and approved by the City Council of the City of Aubrey, Texas the _____ day of _____, 20 ____.

Chris Rich, Mayor
City of Aubrey, Texas



Planning and Zoning Commission Meeting
Staff Report
March 14, 2024

Agenda Item

Consider and make a recommendation to City Council regarding a Minor Plat of Gilliland Acres, being 2.00 acres in the F Trevino Survey, Abstract 1243, in the City of Aubrey Extraterritorial Jurisdiction, Denton County Parcel ID 241600, generally located at 10429 Redfearn Rd. *Applicant: Denise Gilliland*

Staff Contact

Cate Ball, Planner
cball@plummer.com
817-806-1700

Summary

The 2.0 acre subject property fronts along a 15 ft wide access easement that connects with Redfearn St. The property owner wishes to plat the existing property into two lots.

The property will be served by: Mustang SUD and CoServ. Staff has received email notification from utility providers noting that easements provided are adequate to serve this subdivision. Note that since this development is outside the city, the City will not be responsible for maintenance of roads. The property owner plans to use onsite septic to treat wastewater. The survey shows two 1 acre lots of 43,560 sf, the minimum size for a lot with septic service.

Minor Plats are defined to be the subdivision of land into four or fewer lots that do not require the extension of any municipal streets or utilities. This subdivision falls within the definition of a minor plat. But because the subject property does not front on an existing public street staff does not have the authority to approve the plat.

Staff Recommended Motion

Approve with Conditions

Conditions

1. Per Article 11, Appendix B, Final Plat Checklist, the plat is missing required signatures.

OWNER'S CERTIFICATE

F. TREVINO SURVEY, A-1243
DENTON COUNTY, TEXAS

WHEREAS DENISE GILLILAND IS THE OWNER OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE F. TREVINO SURVEY, ABSTRACT NUMBER 1243, DENTON COUNTY TEXAS AND BEING ALL OF A CALLED 2.0 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO DENISE GILLILAND AS RECORDED IN DOCUMENT NUMBER 2002-17874 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A CAPPED IRON ROD FOUND FOR CORNER AT THE NORTHEAST CORNER OF SAID 2.0 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 1, BLOCK A OF SIMMONS ADDITION AS RECORDED IN DOCUMENT NUMBER 2018-29883 OF THE PLAT RECORDS OF DENTON COUNTY TEXAS AND IN THE WEST LINE OF A CALLED 28.62 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO EDNA DOHERTY (UNDER PRIVATE OWNERSHIP) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE SOUTH 00 DEGREES 57 MINUTES 58 SECONDS WEST WITH THE EAST LINE OF SAID 2.0 ACRE TRACT AND THE WEST LINE OF SAID DOHERTY TRACT A DISTANCE OF 417.44 FEET TO A CAPPED IRON ROD FOUND FOR CORNER LABELED "1849" AT THE SOUTHEAST CORNER OF SAID 2.0 ACRE TRACT AND AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF REDFEARN ADDITION AS RECORDED IN CABINET T, PAGE 347 OF SAID PLAT RECORDS, FROM WHICH A CAPPED IRON ROD FOUND LABELED "1849" AT THE SOUTHEAST CORNER OF SAID LOT 1 BEARS SOUTH 00 DEGREES 57 MINUTES 30 SECONDS WEST A DISTANCE OF 387.28 FEET

THENCE NORTH 88 DEGREES 13 MINUTES 05 SECONDS WEST WITH THE SOUTH LINE OF SAID 2.0 ACRE TRACT AND THE NORTH LINE OF SAID LOT 1 (REDFEARN ADDITION) A DISTANCE OF 208.70 FEET TO A CAPPED IRON ROD FOUND FOR CORNER LABELED "C&B" AT THE SOUTHWEST CORNER OF SAID 2.0 ACRE TRACT AND THE NORTHWEST CORNER OF SAID LOT 1 (REDFEARN ADDITION) AND A EAST LINE OF A CALLED 16.136 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CUTIS W. REDFEARN AS RECORDED IN DOCUMENT NUMBER 2000-20403 OF SAID REAL PROPERTY RECORDS, FROM WHICH A CAPPED IRON ROD FOUND LABELED "1849" AT THE SOUTHWEST CORNER OF SAID LOT 1 (REDFEARN ADDITION) BEARS SOUTH 00 DEGREES 57 MINUTES 13 SECONDS WEST A DISTANCE OF 387.22 FEET;

THENCE NORTH 00 DEGREES 57 MINUTES 58 SECONDS EAST WITH THE WEST LINE OF SAID 2.0 ACRE TRACT AND A EAST LINE OF SAID 16.136 ACRE TRACT A DISTANCE OF 417.44 FEET TO A CAPPED IRON ROD FOUND FOR CORNER AT THE NORTHWEST CORNER OF SAID 2.0 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID LOT 1 (SIMMONS ADDITION);

THENCE SOUTH 88 DEGREES 13 MINUTES 05 SECONDS EAST WITH THE NORTH LINE OF SAID 2.0 ACRE TRACT AND THE SOUTH LINE OF SAID LOT 1 (SIMMONS ADDITION) A DISTANCE OF 208.70 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.0 ACRES OF LAND, MORE OR LESS.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, DENISE GILLILAND DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS LOT 1 & LOT 2, BLOCK A, OF GILLILAND ACRES, AN ADDITION TO DENTON COUNTY, TEXAS, AND DO HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, ALLEYS, EASEMENTS AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON. THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC IMPROVEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, STRUCTURES, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE RIGHTS-OF-WAY AND/OR EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF AUBREY. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF AUBREY'S USE THEREOF. THE CITY OF AUBREY AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, STRUCTURES, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF AUBREY AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO AND FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO OTHER REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE, IN, ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL ALL TIMES OF THE CITY OF AUBREY, ITS AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON, AND ACROSS SAID PREMISES.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF AUBREY, TEXAS.

WITNESS MY HAND THIS THE ____ DAY OF _____, 20__.

DENISE GILLILAND

STATE OF TEXAS
COUNTY OF DENTON

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

GIVEN UNDER MY HAND THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF MINOR PLAT APPROVAL

THIS MINOR PLAT WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS THE ____ DAY OF _____, 20__

CHRIS RICH, MAYOR
CITY OF AUBREY, TEXAS

SURVEYORS CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND UNDER MY SUPERVISION.

J.E. Thompson
J.E. THOMPSON II R.P.L.S.
TEXAS REGISTRATION NO. 4857



STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED NOTARY IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED J.E. THOMPSON II, KNOWN TO ME TO BE THE PERSON, WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS ____ DAY OF _____, 20__

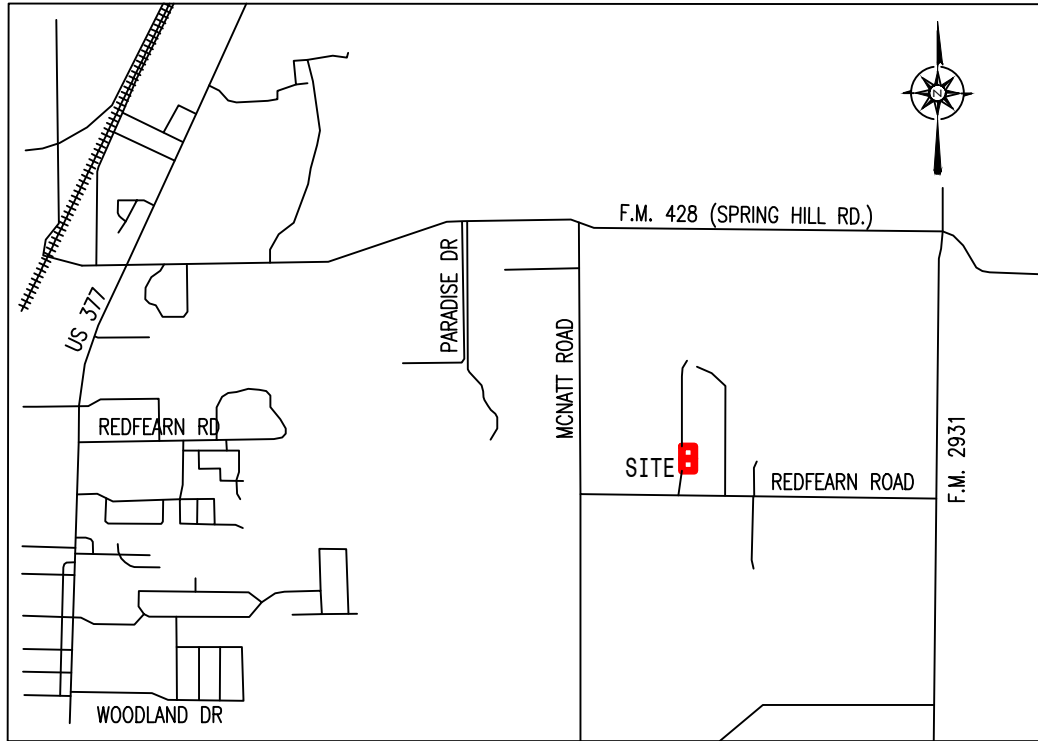
NOTARY PUBLIC IN THE STATE OF TEXAS.
MY COMMISSION EXPIRES _____

OWNER
DENISE GILLILAND
10429 REDFEARN ROAD
AUBREY, TEXAS 76227
DGILLD@YAHOO.COM
(940) 230-5575

SURVEYOR
J.E. THOMPSON II
ALL AMERICAN SURVEYING
111 N. DIXON ST
GAINESVILLE, TX 76240
PH. 940-665-9105
JT@ALLAMERICANSURVEYING.COM

LINETYPE LEGEND	
PROPERTY LINE	---
EASEMENT LINES	---
DEED LOT LINES	---
ADJONER LINES	---
OVERHEAD UTILITY	---
ASPHALT ROAD	---
GRAVEL ROAD	---
FENCE LINES	---
SURVEY LINES	---

LEGEND	
● = PROPERTY CORNER	CIRF = CAPPED IRON ROD FOUND
⬮ = BENCHMARK	IRF = IRON ROD FOUND
(U) = TELEPHONE/UTILITY RISER (TR/UR)	CIRS = CAPPED IRON ROD SET
(B) = BURIED CABLE MARKER (BCM)	MFCP = METAL FENCE CORNER POST
(M) = TELEPHONE MANHOLE (TMH)	WFCCP = WOOD FENCE CORNER POST
(P) = POWER/UTILITY POLE (PP/UP)	() = PLAT/DEED CALLS
⚡ = LIGHT POLE (LP)	POB = POINT OF BEGINNING
C = GUY WIRE (GW)	R.O.W. = RIGHT-OF-WAY
(RV) = ELECTRIC VAULT (VLT)	--- = CONCRETE SURFACE
(TR) = ELECTRIC TRANSFORMER (TRAN)	--- = ASPHALT SURFACE
⊗ = WATER METER (WM)	--- = GRAVEL SURFACE
⊕ = WATER VALVE (WV)	



VICINITY MAP
(NOT TO SCALE)

GENERAL NOTES:

- 1.) FLOOD STATEMENT: I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS, COMMUNITY NUMBER 480774, EFFECTIVE DATE 4-18-11 AND THAT MAP INDICATES THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN" AS SHOWN IN PANEL 0240 G OF SAID MAP. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR 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 FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- 2.) WATER SERVICE TO BE SUPPLIED BY "MUSTANG SPECIAL UTILITY DISTRICT" CONTACT: (940) 440-8561; 7865 FM2931, Aubrey, TX 76227
- 3.) ELECTRIC SERVICE TO BE PROVIDED BY "COSERV" CONTACT: (940) 321-7800; 7701 S Stemmons Fwy, Corinth, TX 76210
- 4.) THE PROPOSED LOTS MEET THE LAND USE STANDARDS OF THE CITY OF DENTON FOR AN ON-SITE SEWER FACILITY. FINAL APPROVAL OF AN ON-SITE SEWER FACILITY IS SUBJECT TO REVIEW AND APPROVAL BY DENTON COUNTY.
- 5.) BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 (GRID) NORTH CENTRAL TEXAS ZONE AND G.P.S. OBSERVATIONS.
- 6.) THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT ARE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNERS AND DO NOT CONSTITUTE ACCEPTANCE OF SAME FOR MAINTENANCE PURPOSES BY DENTON COUNTY.
- 7.) ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT FREE OF FENCES, BUILDINGS, FOUNDATION, PLANTINGS AND OTHER OBSTRUCTIONS TOT HE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY.
- 8.) BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTING THE FLOODWAY IS PROHIBITED.
- 9.) DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
- 10.) THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS.
- 11.) CONSTRUCTION NOT COMPLETE WITHIN TWO YEARS OF THE COMMISSIONERS COURT APPROVAL SHALL BE SUBJECT TO CURRENT COUNTY SUBDIVISION RULES AND REGULATIONS.
- 12.) NO CONSTRUCTION, WITHOUT WRITTEN APPROVAL FROM DENTON COUNTY SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT, AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FEET ABOVE THE 100-YEAR FLOOD ELEVATION.
- 13.) DENTON COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE 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 OWNERS SET FORTH IN THIS PARAGRAPH.
- 14.) THIS PROPERTY IS LOCATED WITHIN THE ETJ OF THE CITY OF AUBREY, DENTON COUNTY, TEXAS.

PROPERTY LOCATION STATEMENT

THIS PROPERTY IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUBREY, DENTON COUNTY, TEXAS.

MAYOR
CITY OF AUBREY, TEXAS

DATE OF APPROVAL AND
ACCEPTANCE

ATTEST:

CITY SECRETARY
CITY OF AUBREY, TEXAS

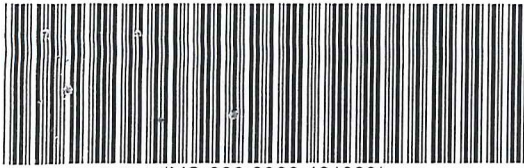
DATE

MINOR PLAT
LOT 1 & LOT 2, BLOCK A
GILLILAND ACRES
BEING 2.00 ACRES
F. TREVINO SURVEY
ABSTRACT NO. 1243
ETJ OF THE CITY OF AUBREY
DENTON COUNTY, TEXAS



111 N. DIXON ST.
GAINESVILLE, TX 76240
PH. 940-665-9105
TBPLS FIRM NO. 10048000

DRAWN BY: T.E.P. DATE: 2/2/2024 JOB NO: 22116 SCALE: 1" = 20' PAGE: 1 OF 1



VG-226-2023-131088

**Denton County
Juli Luke
County Clerk**

Instrument Number: 131088

Real Property Recordings

EASEMENT

Recorded On: December 12, 2023 02:11 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$42.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 131088
Receipt Number: 20231212000416
Recorded Date/Time: December 12, 2023 02:11 PM
User: Kerry H
Station: Station 4

Record and Return To:

DENISE GILLILAND



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**NON-EXCLUSIVE EASEMENT AGREEMENT
(For Utility Purposes)**

STATE OF TEXAS §
 § KNOW ALL MEN BY THE PRESENTS
COUNTY OF DENTON §

This Non-Exclusive Easement Agreement (this "Agreement") is executed by and between SWIFT SHOTCRETE, LLC (hereinafter, "Grantor") and DENISE L. GILLILAND (hereinafter, "Grantee") (Grantor and Grantee collectively referred to as the "Parties").

WHEREAS, as of the date hereof, Grantor is the owner of that certain property located at 10459 Redfearn Rd, Aubrey, Texas 76227, more fully described as *Being 2.0 acres of land (Lot 1), more or less, out of the F. TREVINO SURVEY, Abstract No. 1243, Denton County, Texas, and being more particularly described on a Deed from Living Stone Investments LLC to Swift Shotcrete LLC recorded under Instrument No. 2022-155546 in the Official Public Records of Denton County, Texas* (the "Servient Estate");

WHEREAS, as of the date hereof, Grantee is the owner of that certain property located at 10429 Redfearn Rd, Aubrey, Texas 76227, more fully described as *Being 2.0 acres of land, more or less, out of the F. TREVINO SURVEY, Abstract No. 1243, Denton County, Texas, and being more particularly described on a Deed from Curtis W. Redfearn to Denise Gilliland recorded under Volume 5021, Page 1669 in the Official Public Records of Denton County, Texas* (the "Dominant Estate"); and,

WHEREAS, the Parties desire to enter into this Agreement for the purposes noted herein.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor does hereby GRANT, SELL, AND CONVEY unto Grantee a non-exclusive, perpetual easement for utility purposes, including the right to construct, operate, maintain, inspect, replace, and remove said utilities, along, across, over, and under the Servient Estate in the location hereinafter described.
2. Location and Description of Easement. The easement and right-of-way hereby conveyed is described as a fifteen (15) foot-wide easement located upon and across the Servient Estate and being more particularly described in Exhibit A (the "Easement"), attached hereto and made a part hereof for all purposes.
3. Purposes of Easement. The right-of-way, easement, rights, and privileges herein granted shall be used only for the purpose of installing, using, operating, inspecting, repairing, maintaining, replacing, and removing, one or more utilities by a utility provider, including without limitation, water utilities, whether existing or new, within the Easement, for such services to and/or from the Dominant Estate.

4. Duration of Easement. This Easement shall be perpetual and as an incorporeal interest in the Servient Estate, enforceable with respect to the Easement by the Grantee against the Grantor and its respective personal representatives, heirs, successors, and assigns. The terms contained herein shall run with the land and shall bind the Grantor and its heirs, personal representatives, successors, and assigns.

5. Exclusiveness of Easement. The Easement, rights, and privileges granted herein are non-exclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

6. Rights Reserved. Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the Servient Estate for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement granted herein, including the right to build and use the surface herein granted.

7. Entire Agreement. This Agreement contains the complete agreement of the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

8. Attorneys' Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

9. Binding Effect. This Agreement shall bind and inure to the benefit of the respective parties, their heirs, beneficiaries, legatees, devisees, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, this instrument is executed on this 6th of December, 2023.

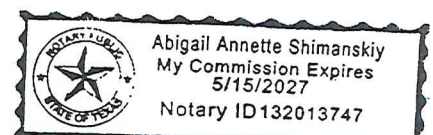
GRANTOR:
SWIFT SHOTCRETE, LLC


Name: Mark Gilbaugh
Title: Owner

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 6th day of December, 2023, by Mark Gilbaugh, as Owner of SWIFT SHOTCRETE, LLC.


Notary Public, State of Texas



GRANTEE:

Denise L. Gilliland

DENISE L. GILLILAND

STATE OF TEXAS

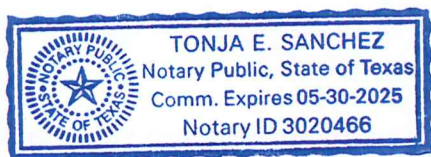
§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me, the undersigned authority, on this 8th day of December, 2023, by DENISE L. GILLILAND.



Tonja E. Sanchez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Denise L. Gilliland
10429 Redfearn Rd
Aubrey, TX 76227

Survey map of Lot 1, Block 1, Redfearn Addition, showing a 15-foot utility easement. The map includes the following details:

- Lot 1, Block 1, Redfearn Addition:** C&G T. 1, PG. 347, P.A.D. S.T.
- Redfearn Road:** Located at the bottom left of the map.
- Utility Easement:** A 15-foot easement is indicated by a blue dashed line and a blue arrow pointing to it from a text box on the right.
- Survey Lines and Bearings:**
 - Top boundary: $N 88^{\circ}13'05''W$ 208.70'
 - Right boundary: $S 00^{\circ}15'30''E$ 337.28'
 - Bottom boundary: $S 00^{\circ}15'15''W$ 337.22'
 - Left boundary: $S 00^{\circ}15'15''W$ 337.22'
- Other Features:**
 - A "SINGLE STORY WOOD FRAME HOUSE" is shown at the top right.
 - A "C&G B." (C&G Building) is shown at the bottom left.
 - A "15'-15'" dimension is noted at the bottom right corner.



*Case Report –Zoning Ordinance Amendment-Commercial District for
Alcoholic Beverage Sales, Package Store
Planning and Zoning Commission – March 14, 2024
City Council – March 28, 2024*

To: Mayor, City Council, Planning and Zoning Commission

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

Request: Hold Public Hearing, Consider and make a recommendation to City Council regarding an amendment to Exhibit 14A, “Zoning Ordinance,” in Chapter 14, “Zoning” of the Code of Ordinances of the City of Aubrey, Texas to provide for Alcoholic Beverage Sales, Package Store, through a Specific Use Permit (SUP) and to provide for a definition of Package Store in the Commercial (C) District.

Analysis:

The City of Aubrey’s Zoning Ordinance does not include provisions for the regulation of alcoholic beverage sales in zoning districts and the proposed amendment to the ordinance will provide for the review and consideration of such sales through a Specific Use Permit (SUP) for a Package Store in the Commercial District (C).

Municipalities customarily adopt zoning restrictions for alcoholic beverage sales to promote public health and welfare. The requirement for a Specific Use Permit (SUP) allows cities to determine if the proposed use is compatible with existing and neighboring uses of a property.

Prior Alcoholic Beverage Ordinances:

On May 29, 2007 the City of Aubrey passed an ordinance (382-07) in response to a local option election on May 12, 2007, to allow for the sale of beer and wine. The ordinance provided for permit requirements, processing fees and permit fees. The ordinance also provided for the hours of sale, sales in proximity to churches, and private and public schools.

On June 19, 2007, the City of Aubrey repealed Ordinance No. 382-07 and passed Ordinance (484-07) for the legal sale of mixed beverages in restaurants with a food and beverage certificate and for the legal sale of beer and wine for off-premises consumption. The ordinance included provisions for permits, fees, and sales in proximity churches, and private and public schools, and included other restrictions.

On November 20, 2012, the City of Aubrey repealed Ordinance No. 384-07 and adopted Ordinance 484-12 to regulate the sale of alcoholic beverages and included restrictions on the proximity of sales within churches, public and private schools and added regulations for establishments with on-premises sale of alcoholic beverages that derive 75 percent, or more, of gross revenue. The ordinance also prohibited the sale of alcoholic beverage sales in residential areas. Additionally, the

ordinance provided for:

- Fees and permit requirements;
- Regulations the sale of beer for on-premises consumption;
- Regulations prohibiting Drive-Through Sales of Beer;
- Exempted private service consumption, no charge to guests;
- Distance requirements for churches, public hospitals, public and private schools;
- The prohibition for certain establishments that derives 75 percent or more of the establishment's gross revenue from the sale of alcoholic beverages for on-premises consumption may not be located within 1,000 feet of a public school, private school, church, day-care center or child-care facility, as those terms are described in the TABC. The measurement of the distance between such an establishment and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between such establishment and the public school, private school, day-care center, or child-care facility shall be:
 - (1) in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - (2) if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
- An establishment that derives 75% or more of the establishment's gross revenue from the sale of alcoholic beverages for on-premises consumption may not be located closer than 1,000 feet to an existing establishment that derives 75% or more of the establishment's gross revenue from the on-premises sale of alcoholic beverages. The measurement of the distance between said establishments shall be in a straight line from the nearest point on the property line of such existing establishment to the nearest point on the property line of such other establishment. For the purposes of this subsection, the term "existing establishment that derives 75% or more of the establishment's gross revenue from the on-premises sale of alcoholic beverages" or "existing establishment" means an establishment that is in lawful operation and that:
 - (1) holds a current and valid certificate of occupancy;
 - (2) holds a valid and current permit and/or license if required under the TABC for such operation;
 - (3) holds a current permit from the City and is current on any fees required under this ordinance; and
- Procedures for variances to the regulations.

Proposed Amendment:

The proposed Zoning Ordinance amendment is outlined in the attached Draft Regulations, Proposed Zoning Ordinance Amendment to the

Commercial District (C), SUP Requirements, and Package Store Definition.

Future Amendments:

An additional Zoning Ordinance amendment is being drafted for alcoholic beverage uses in the other nonresidential districts and will be presented for consideration once complete.

Summary:

The proposed Zoning Ordinance amendment is to:

1. Allow for Alcoholic Beverage Sales, Package Store, through a Specific Use Permit (SUP) in the Commercial District (C) as outlined above; and
2. Provide for the definition of a Package Store: A facility for the sale of beer, wine, and/or liquor not for on-premises consumption that derives seventy-five percent (75%) or more of its gross revenue from the on-premises sale of beer, wine, and/or liquor.

Notifications:

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

Recommendation:

The proposed amendment to the Zoning Ordinance to provide for alcoholic beverage sales in the Commercial District (C) through an SUP is recommended for approval.

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

1. Approval of the proposed Zoning Ordinance amendment;
2. Approval of the proposed Zoning Ordinance amendment with revisions; or
3. Deny the proposed Zoning Ordinance amendment.

Attachments:

1. Draft Regulations, Proposed Zoning Ordinance Amendment to the Commercial District (C), SUP Requirements, and Package Store Definition.
2. Ordinance No. 382-07
3. Ordinance No. 384-07
4. Ordinance No. 484-12

Draft Regulations

Proposed Zoning Ordinance Amendment to the Commercial District (C), SUP Requirements, and Package Store Definition:

A. SALES ALLOWED BY SPECIFIC USE PERMIT(SUP) IN THE COMMERCIAL DISTRICT (C)

- (1) Commercial District (C) - In the Commercial District (C), sales of alcohol shall be allowed only through the Specific Use Permit (SUP) process in accordance with the City's Zoning Ordinance Section 6(B), Specific Use Permits.
- (2) Application – In order for a person or business entity to engage in the sale of alcoholic beverages, a formal application for a SUP shall be filed with the Director of Planning or designee with the appropriate fee established by the City. The Director of Planning shall process the application by submitting to the appropriate departments for review and determine its validity and ensures the completion of the following steps.
 - (a) That the application complies with all provisions of this and all applicable ordinances;
 - (b) That a SUP application is officially filed with the payment of applicable fees;
 - (c) That proof is submitted that a representative of the Texas Alcoholic Beverage Commission has approved the submittal of an application for license; and
 - (d) That the Chief of police/Director of public safety has reviewed the SUP application.
- (3) Process - All SUP applications must be considered by the Planning & Zoning Commission for recommendation and to the City Council for the final decision. Public hearings are required for both meetings, notices shall be sent to Aubrey landowners within 200 feet of the subject property, and notice shall be published in the local newspaper as outlined in the Zoning Ordinance, Section 28, Amendments.
- (4) Site Plan/Floor Plan Required - The applicant shall submit a Site Plan/Floor Plan as part of the SUP application process in accordance with the City's Zoning Ordinance, Chapter 14, Subsection Q, Site Plans.
- (5) Criteria for approval - When considering applications for a Specific Use Permit, the Director shall, on the basis of the site plan and attendant information submitted, evaluate the impact of the proposed use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at the particular location cited in the application. Criteria include, but are not limited to, the size of the property and the proposed building, the height, bulk, and FAR of the building, the need for sound or traffic mitigation, the proposed use and its general compatibility with surrounding uses, and its impact on the general welfare of the community.
 - (a) Traffic/Congestion - The applicant must design and operate the establishment for which an SUP is sought in such a manner that the proposed use or actual use of the premises shall not substantially increase traffic congestion or create overcrowding in the establishment or in the immediately surrounding area.
 - (b) TABC Compliance - The applicant must comply with applicable licensing and permit provisions of the Texas Alcoholic Beverage Code, as amended from the date of the issuance of the SUP by the City Council.
 - (c) Type of Establishment - As required, the applicant shall bear the burden of showing that the establishment does not exceed the limitation on gross receipts from the

sales of alcoholic beverages applicable to its license and SUP. The applicant shall maintain accounting records of the sources of its gross revenue and allow the City to inspect such records during reasonable business hours.

- (d) Public Impact - The applicant shall demonstrate that the granting of the SUP would not be detrimental to the public health, safety, and/or welfare of the citizens of the City.
 - (e) Security - The applicant shall, at all times, provide an adequate number of employees for security purposes to adequately control the establishment premises to prevent incidents of drunkenness, disorderly conduct and raucous behavior. The applicant shall consult with the chief of police/Director of public safety who shall act in an advisory capacity to determine the number of qualified employees necessary to meet the obligation hereunder.
 - (f) Parking - The establishment shall provide adequate parking spaces to accommodate its employees and patrons, provided however, the number of parking spaces shall never be less than those required for similar uses in that zoning district where the establishment is located.
 - (g) Environmental Requirements - The applicant shall operate the establishment in such a manner as to prevent excessive noise, dirt, litter, and odors in the establishment and in the surrounding area and operate the establishment in such a manner as to minimize disturbance to surrounding property owners and in compliance with all applicable city ordinances and state laws.
 - (h) Expiration - Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership to the property and/or business, change in tenant of the lease space, upon the revocation, termination, or expiration of the certificate of occupancy, and/or ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the Zoning Ordinance, as amended.
 - (i) Compliance with Subdivision - All alcohol sales businesses in the C zoning district shall meet all the requirements of Chapter 10, Subdivision Regulations.
 - (j) Package Store Proximity - Alcohol sales for off-site consumption (i.e. a package store) in the C zoning district, either stand-alone or as part of a larger retail establishment, shall not be located within 1,000 feet of another like business. The following provisions shall be required for package stores:
 - i. A package store shall not have walk-up window access and shall not have drive-through or drive-up access, per Ordinance 484-12, Section 7.
- (6) Denial of SUP - The City Council may deny an SUP if it affirmatively determines that the issuance of such SUP:
- (a) Is incompatible with the surrounding uses or property; or
 - (b) Is detrimental or offensive to the neighborhood or contrary to the health, safety, and general welfare of the city and its inhabitants; or
 - (c) Is found to be in noncompliance with any city ordinances, including without limitation failure to comply with any one or more of the provisions of this Section.

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

B. DEFINITION: PACKAGE STORE - A facility for the sale of beer, wine, and/or liquor not for on-premises consumption that derives seventy-five percent (75%) or more of its gross revenue from the on-premises sale of beer, wine, and/or liquor.

C. DISTANCE REQUIREMENTS

(1) High Volume Sales – An establishment that derives seventy-five percent (75%) or more of the establishment's gross revenue from the sale of alcoholic beverages for on-premise consumption may not be located within 1,000 feet of a public school, private school, church, day care center or child care facility, as those terms are described by TABC.

The measurement of the distance between the place of business and the high-volume sale of alcohol shall be as follows: Public school, private school, day care center, child care facility, public hospital, church or place of worship: 1,000 feet measured from the closest property line to property line, across intersections. When the alcohol sales are located on or above the fifth floor of a multistory building, the direct line shall be from the closest property line of the school or facility to the base of the multistory building and vertically up to the floor of the business conducting alcohol sales.

(2) Exception to Distance Requirements – Pursuant to Section 11 of Ordinance 484-12, adopted on November 20, 2012, the City Council may allow variances to the distance requirement regulations in Section 5(D) of this Ordinance if the City Council determines that enforcement of the distance requirements in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines that a variance is in the best interest of the community.



*Case Report –SUP Application for DVS DFW Holdings, LLC/Knockout
Liquor
Planning and Zoning Commission –March 14, 2024
City Council – March 28, 2024*

To: Mayor, City Council, Planning and Zoning Commission

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

Request: Hold Public Hearing, Consider and make a recommendation to City Council regarding a change in zoning on property zoned Commercial (C) for a Specific Use Permit (SUP) to allow for Alcoholic Beverage Sales, Package Store, at 928 S US 377, Suite 110, Aubrey, Denton County, Texas.

Owner: 928 US 377, LLC

Business Owner/Trade Name: DVS DFW Holdings, LLC/Knockout Liquor

Application Date: February 26, 2024

Location: The property is generally located west US S 377, south of Highmeadow Drive, and north of Redfearn Road. 928 S US 377, Suite 110

Zoning: Commercial District (C)

Future Land Use Plan: Neighborhood Commercial

Current Use: Shopping Center

Analysis: DVS DFW Holdings, LLC has applied for a “Package Store” permit through a Specific Use Permit (SUP) and the City does not have provisions in the Zoning Ordinance for alcoholic beverage sales. The TABC application requires a municipality to approve a permit stating the location is approved for the legal sale of alcohol.

The Aubrey City Council directed staff to prepare a Zoning Ordinance amendment for consideration to provide for alcoholic beverage sales in certain zoning districts. A Zoning Ordinance amendment for a Specific Use Permit (SUP) for a Package Store in the Commercial District (C) precedes this agenda item on this P&Z Commission meeting agenda.

Criteria for Approval:

Should the City Council approve the amendment to the Commercial District (C) to allow for alcoholic beverage sales, package store, with the approval of a Specific Use Permit (SUP), “Criteria for Approval” shall be met as outlined in the attached draft regulations.

A preliminary floor plan has been requested from the applicant.

Traffic/Congestion:

The proposed location is an existing retail shopping center.

TABC Compliance:

Applicant has submitted the TABC application.

Type of Establishment:

A Package Store does not have a limitation on the percentage of sales from gross receipts.

Public Impact:

The applicant will provide information.

Security:

The owner/operator shall provide adequate number of employees for security and consult with Police Chief/Director for determination of number of qualified employees to meet obligation.

The Chief of Police has received the SUP application and did not have any comments or conditions.

Parking:

The proposed location is an existing retail shopping center with parking.

Environmental Requirements:

The owner/operator shall comply with nuisance ordinances.

Expiration:

Unless specified as a condition of approval by the City Council for an SUP, a Specific Use Permit issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership to the property and/or business, change in tenant of the lease space, upon the revocation, termination, or expiration of the certificate of occupancy, and/or ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the Zoning Ordinance, as amended.

Compliance with Subdivision Ordinance:

The site is a developed property.

Package Store Proximity:

The proposed location is not within 300 feet (measured in a direct line from property boundaries) of a public school, private school, church, day-car center, child-care facility, or public hospital.

The proposed location is not within 1,000 feet of another Package Store.

Criteria for Denial:

The City Council may deny an SUP if it affirmatively determines that the issuance of such SUP:

- (a) Is incompatible with the surrounding uses or property; or

- (b) Is detrimental or offensive to the neighborhood or contrary to the health, safety, and general welfare of the city and its inhabitants; or
- (c) Is found to be in noncompliance with any city ordinances, including without limitation failure to comply with any one or more of the provisions of this Section.

Additional Conditions:

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

Notifications:

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

At the time of agenda report submission, a property owner representing four (4) properties submitted a letter in opposition of the SUP application and no letters were received in support of the SUP application.

Recommendation:

The SUP for DVS DFW Holdings, LLC/Knockout Liquor is recommended for approval subject to the following:

The Planning and Zoning Commission may recommend to the City Council

1. Approve the Specific Use Permit for a Package Store;
2. Approve the Specific User Permit for a Package Store with conditions; or
3. Deny the Specific Use Permit for a Package Store.

Attachments:

1. Notification/Location Map
2. Draft Regulations, Proposed Zoning Ordinance Amendment to the Commercial District (C), SUP Requirements, and Package Store Definition
3. Public Hearing Notice Letters (One letter with four addresses)



PUBLIC HEARING NOTICE

A change in zoning on property zoned Commercial (C) for a Specific Use Permit (SUP) to allow for Alcoholic Beverage Sales, Package Store, at 928 S US 377, Suite 110, Aubrey, Denton County, Texas.



Notice of Public Hearings

Notice is hereby provided that the Planning & Zoning Commission will hold a public hearing on **Thursday, March 14, 2024**, to consider and make a recommendation to the Aubrey City Council on the items listed below, and on **Thursday, March 28, 2024**, the Aubrey City Council will hold a public hearing to consider and possibly act on an Ordinance regarding the item listed below. The public hearings will be held at 6:00 pm at the Aubrey City Hall located at 107 S. Main Street, Aubrey, Texas, 76227.

A change in zoning on property zoned Commercial (C) for a Specific Use Permit (SUP) to allow for Alcoholic Beverage Sales, Package Store, at 928 S US 377, Suite 110, Aubrey, Denton County, Texas.

You are receiving this notice because you are a property owner within 200 feet of the boundary of the proposed request. As with all such requests, the PLANNING & ZONING COMMISSION AND CITY COUNCIL are seeking public comment regarding this matter. All interested persons are invited to attend and make comments. If you are unable to attend the public hearing, you may submit written comments prior to the close of the Public Hearing. Property owners whose names do not appear on the County Appraisal District's records may require a notarized statement affirming ownership. For more information, call 940-440-9343.

You may return this form with your remarks to the **Planning Department, 107 S. Main Street, Aubrey, Texas 76227** or via email: citysecretary@aubreytx.gov. Please indicate support or opposition to the proposal and any additional remarks, as well as your name and address for the record.

Your Name: Doris + Rick Stephens

Your Address: 211, 215, 239 + 243 Erick CT Aubrey



I SUPPORT THE ZONING CHANGE



I OPPOSE THE ZONING CHANGE

Remarks:

We have 4 homes with children behind this proposed sight and do not want this type of business directly behind them. They would be back to back & not a family friendly business. I'm sure the rest of the residents feel the same. So NO is our answer.

From: doris stephens [REDACTED]
Sent: Saturday, March 02, 2024 5:43 PM
To: City Secretary <CitySecretary@aubreytx.gov>
Subject: Notice of Public Hearing Mar 14,2024

We can not make the March 14 meeting regarding zoning change for sales of alcohol at 928 S US 377 Suite 110 Aubrey but we are admantly against this proposition. Attached is our voting & remarks form you sent us to fill out. We have 4 homes that have families with little children and several other residences on Irick Ct that do also. These homes back up directly behind this site and we feel this is not a wise move. There is a day care, school, residences, apartments etc in walking distance from there also. Please do not approve this zoning change.

Thank you,
Rick and Doris Stephens



*Case Report –Zoning Application for PD GR and
Government Uses (Trivedi Park)
Planning and Zoning Commission – March 14, 2024
City Council – March 28, 2024*

To: Mayor, City Council, Planning and Zoning Commission

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

Request: Hold Public Hearing, Consider and make a recommendation to City Council regarding a change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with General Retail (GR) and Government Uses on approximately 25.148 acres of land located at 1817 Spring Hill Road. Denton County Parcel ID 52100.

Owner: Pretium Capital, LLC

Application Date: N/A
ETJ Development Agreement provided for zoning upon annexation

Location: The property is generally located at the northeast corner of Springhill Road/FM 428 and the Future McNatt Road.

Existing Zoning: Unzoned

Proposed Zoning: PD for General Retail and Government Uses

Future Land Use Plan: Estate Neighborhood

Current Use: AG and Homestead

Analysis: The Aubrey City Council approved an Extraterritorial Jurisdiction Development Agreement in August of 2023 and the proposed zoning for the property is a Planned Development District with General Retail (GR) and Government Uses. In August of 2023 the Aubrey City Council entered into an Extraterritorial Jurisdiction Development Agreement (ETJDA) with the landowner. The property is scheduled to be annexed into the City Limits at the March 28, 2024 City Council meeting.

The proposed land uses will include a General Retail (GR) Tract approximately 3.39 acres (Lot 1 on Concept Plan) at the northeast corner of the intersection of Spring Hill Road/FM 428 and the future McNatt Road. A Government Use Tract approximately 21.76 acres (Lot 2 on Concept Plan) will accommodate a city park, an Upper Trinity Pump Station, and other government uses.

GR Tract Uses and Development Regulations:
Permitted uses and Development Regulations outlined in the General Retail (GR) District shall apply to the Tract and shall also include the following:

1. A Day Care Center use shall be permitted without a Specific Use Permit (SUP); and
2. A restaurant, including a drive-through, drive-in, or pick-up, shall be permitted.

Prohibited uses:

1. Variety Stores: "Variety stores are defined as a store which sells at retail, an assortment of physical goods, products, or merchandise directly to the consumer, including food or beverages for off-premises consumption, household products, personal grooming and health products, and other consumer goods.";
2. Automobile parking lots and structures as primary commercial use; (Parking lots and structures associated with a business are permitted); and
3. Outside storage.

Government Use Tract Uses:

Permitted Uses shall be as outlined in the "Government Use" definition in the Zoning Ordinance, or as amended: any structure, building and/or grounds owned by, leased to and/or operated by a state or municipal government entity for the sole purpose of providing public services that the governmental entity is authorized to provide to the public or to engage in, including but not limited to water, sewer and drainage services, and/or to accommodate other public needs of the entity. The definition also includes a building and/or grounds operated by a governmental body for social, recreational, health or welfare purposes, such as a municipal park or public gathering area. This use designation is not intended for and does not include government entities that are classified as special districts formed pursuant to state law or formed by special legislature.

Government Use Tract Development Regulations:

The Development Regulations shall be the General Retail (GR) District regulations.

Notifications:

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

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

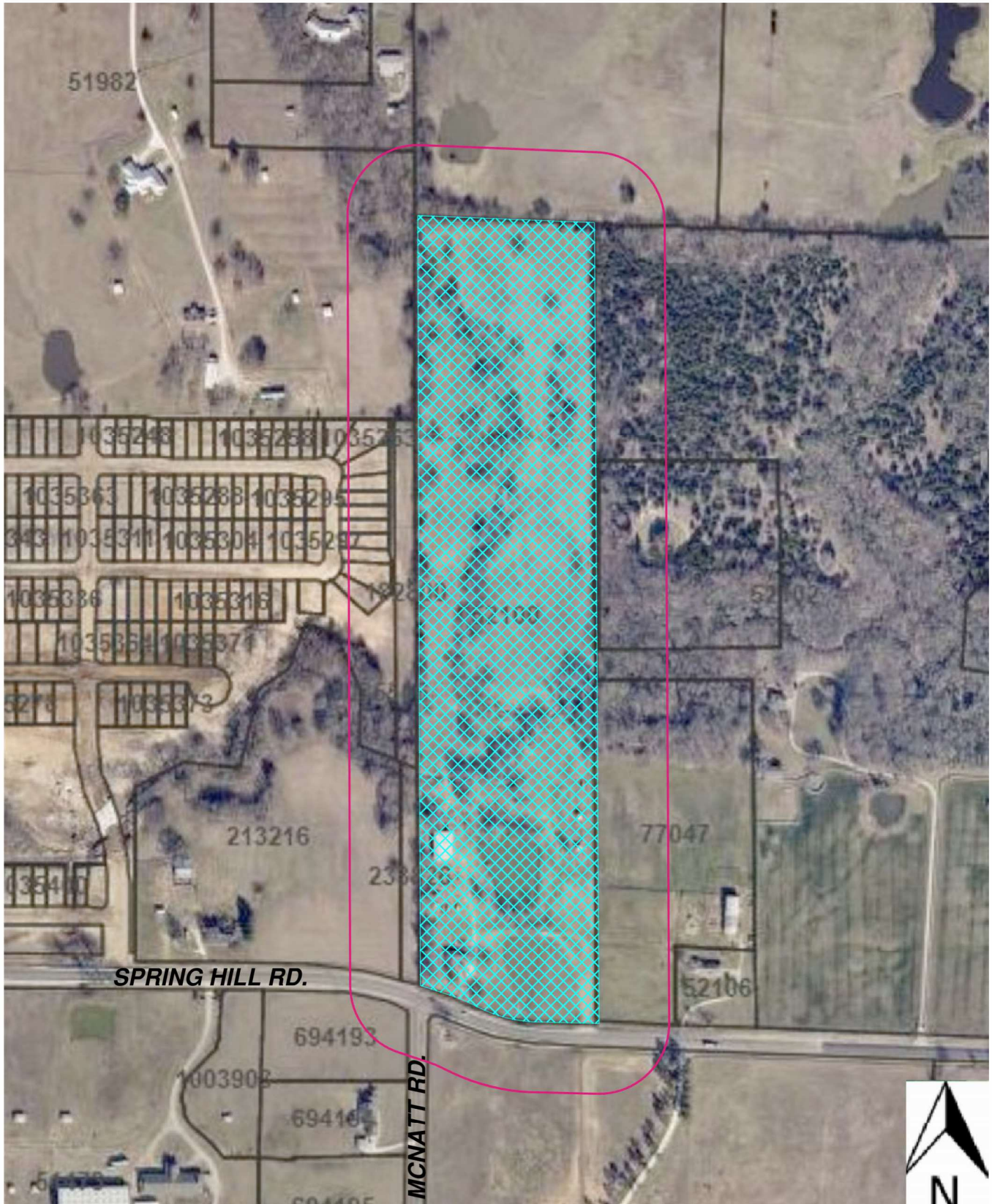
Recommendation:

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

1. Approval of the proposed Zoning Application for a PD with General Retail and Government Uses;
2. Approval of the proposed Zoning Application for a PD with General Retail and Government Uses with conditions; or
3. Deny the proposed Zoning Application for a PD with General Retail and Government Uses.

Attachments:

1. Notification/Location Map
2. Concept Plan
3. ETJ Development Agreement



PUBLIC HEARING NOTICE

A change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to Planned Development District (PD) with General Retail (GR) and Government Uses on approximately 25.148 acres of land located at 1817 Spring Hill Road. Denton County Parcel ID 52100

BEING a 25.148 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being that same tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-40097463, Real Property Records, Denton County, Texas (R.P.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the barrens described by deed to the State of Texas, recorded under instrument Number 21-3472, described by deed to Aubrey 54 South, S.P., recorded under instrument Number 21-3472, Official Public Records, Denton County, Texas (O.P.D.C.T.), and being in the south line of a tract of land described by deed to Starlette Owens and Joe Taylor for Owens, recorded under instrument Number 20-942238, (O.P.D.C.T.);

REFERENCE: South 01 Degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey S. 4 South tract at 1254.40 feet, and continuing on for a total distance of 2220.46 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOPPS SURVEYING" (OTS) set for corner being the southwest corner of a tract of "OLD TOPPS SURVEYING" (OTS) set for corner being the southwest corner of a tract of Clark's File No. 2000-90004399, R.P.D.C.T., same point being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), from which a metal fence post bears South 07 degrees 34 minutes 30 seconds West at 1.47 feet.

THEENCE North 88 degrees 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 409.06 feet;

THENCE with the north right-of-way line of said I.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north
right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner
locating the occupied southwest corner of said Harrison tract;

THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 1582.15 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to Aubrey 81 West, L.P., recorded under Instrument Number 2021-12337, O.P.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC, recorded under Instrument Number 2021-102049, O.P.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said E.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 17007" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 25.148 acres of land, more or less.

NOTES

- * Bearings shown hereon are based on the *Texas State Plane Coordinate System, North Central Zone 4202, NAD83 (U.S. Feet)*.
- * Easement recorded in Volume 342, Page 247 does not affect the subject tract to the best of my knowledge.
- * Blanket Easement recorded in Volume 492, Page

A photograph of a park scene. In the foreground, there is a large, leafy green tree on the left and a wooden bench in the center. A metal fence runs along the right side of the image. In the background, there is a grassy area and more trees under a clear sky.



Old Town Surveying, LLC.
Professional Land Surveyors



137 E. Adams Street
Lawrenceville, TX 78067
Ph: 972.466.1841 Fax: 972.739.1541

P.O. Box 2040, Creekview, Texas 78067
Ph: 972.574.8897 info@oldtownsurvey.com

Freedom Title Co. G/L No. 240672024L-VLS	
Fidlock Date: 07/20/2015	Party Chief: BH



DEVELOPMENT AND ASSIGNMENT AGREEMENT

This Development and Assignment Agreement (this "Agreement") is entered into by and between Pretium Capital LLC (the "Developer") and the City of Aubrey (the "City") to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date"). The Developer and the City are sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

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

WHEREAS, the Parties desire to enter into this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 et seq of the Texas Local Government Code and other applicable law; and

WHEREAS, all references to Property herein shall mean that approximate 25 acre tract of land fronting on F.M. 428 Spring Hill Road, more commonly known as 1817 Spring Hill Road Aubrey, Texas and which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Denton County, Texas, is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, and is more commonly known as 1817 Spring Hill road, Aubrey, Texas (the "Property") currently owned by the Estate of Jeffrey Scott Harrison, Jr., (the "Original Property Owner"); and

WHEREAS, on the date of execution of this Agreement, Specialty Land Services, LLC, acting as an agent on behalf of City (the "City Agent"), has paid Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00) in earnest money, paid an Option Fee of One Hundred Dollars (\$100.00) and paid Five Thousand Two Hundred Ninety and 99/100 Dollars (\$5,290.99) for required surveys of the Property in the total amount of Seventeen Thousand Seven Hundred Ninety and 99j/100 Dollars (\$17,790.99) (the "Prepaid City Costs") executed documents, and entered into a Land Purchase Agreement with the Original Property Owner dated July 10, 2023, a copy of which is attached hereto and incorporated herein as **Exhibit C** (the "Land Purchase Agreement"); and

WHEREAS, Agent has assigned its rights under the Land Purchase Agreement to City as evidenced by the "Assignment of Property Contract" dated August 14, 2023 by and between City Agent and City, a copy of which is attached hereto and incorporated herein as **Exhibit D** ("Agent/City Assignment"); and

WHEREAS, pursuant to the Land Purchase Agreement and Agent/City Assignment the City is the Buyer under the Land Purchase Agreement and (i) City has the exclusive right to purchase the Property for One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) (the "Purchase Price"); and (ii) City and Original Property Owner have scheduled a date of August 25, 2023 to close on the purchase of the Property (the "Closing Date"); and

WHEREAS, City's intent in purchasing the Property was to annex the Property into the corporate limits of the City and to use the property to locate certain public facilities, including critical public infrastructure and recreational facilities; and

WHEREAS, Developer understands that upon purchasing the Property, the City would have the right to annex the Property into the corporate limits of the City, and that by assigning its rights under the Land Purchase Agreement to Developer, City relinquishes its right to annex the Property as City-owned Property as allowed by State law; and

WHEREAS, to make City whole, Developer has also agreed that within thirty (30) days of Closing (defined hereinbelow) on the Property, Developer will execute and return a petition satisfying all legal requisites under applicable law to allow City to annex the Proposed Commercial Tract; and

WHEREAS, Subsequent to execution of the Land Purchase Agreement by City Agent, Developer advised City of its interest in purchasing the Property and entered into discussions with the City regarding potential commercial development opportunities for an approximate 3.354 acres of the Property located along F.M. 428, as more specifically described and depicted in **Exhibit "E"** to this Agreement (the "Proposed Commercial Tract") and proposed that the Parties enter into an Agreement whereby Developer would purchase the Property, retain ownership of the Proposed Commercial Tract, and donate the remaining approximate 21.794 acres of the Property to the City for public use, as more specifically described and depicted in **Exhibit "F"** to this Agreement (the "Public Use Tract"); and

WHEREAS, Developer proposed and City has agreed that in exchange for City's assignment of its rights to purchase the Property under the Land Purchase Agreement, Developer will: (i) assume City's financial obligations under the Land Purchase Agreement and purchase the Property pursuant to the terms of the Land Purchase Agreement; (ii) retain ownership of the Proposed Commercial Tract; (iii) at no cost to City, donate the Public Use Tract to the City within sixty (60) days after closing; (iv) submit to the City a petition for annexation of the Proposed Commercial Tract under Subchapter C-3 of Texas Local Government Code, Chapter 43, as forth in Article III below; (v) donate, at no cost to the City, certain easements and fee simple right-of-way upon the Proposed Commercial Tract necessary for the benefit and use of the Public Use Tract; and (vi) execute a lease of the house located upon the Property to allow City's use of the house for a one (1) year period and mutually agreed upon one (1) year renewal; and

WHEREAS, in consideration for the promises of Developer as set forth in the preceding recital, City has agreed to assign its rights under the Land Purchase Agreement to Developer, Developer has agreed to comply with the terms of this Agreement, and the Parties anticipate that the transfer of the Public Use Tract will occur after any seasoning or holding requirements are met such that Developer can realize a charitable tax deduction with respect to the Public Use Tract.

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

ARTICLE I **INCORPORATION OF RECITALS**

The Parties agree that the foregoing Recitals, which Recitals form the basis of this Agreement, are incorporated into the terms of this Agreement as if written word for word.

ARTICLE II. **ASSIGNMENT OF CITY RIGHTS UNDER LAND PURCHASE AGREEMENT**

2.01 City Consideration - Assignment of Land Purchase Agreement. Upon payment by Developer of all applicable Prepaid City Costs (defined in “Recitals”), execution and delivery of an originally signed copy of this Agreement and of an originally signed copy of the “Assignment of Property Contract Between the City of Aubrey, Texas and Pretium Capital, LLC”, in a form substantially as set forth in **Exhibit “G”** hereto (the “City/Developer Assignment”), City shall deliver to Developer an originally signed copy of this Agreement and of the City/Developer Assignment to assign City’s rights as Buyer under the Land Purchase Agreement to Developer. City agrees to execute this Agreement and the City/Developer Assignment in consideration for the Developer’s compliance with its obligations under this Agreement, including without limitation those obligations listed in Section 1.02, “Developer Consideration – Donation of Public Use Tract” of this Agreement. The City further agrees, with respect to the Public Use Tract, to: (i) execute and deliver all documents reasonably necessary to facilitate Developer securing a tax deduction with respect to its donation of the Public Use Tract; provided such requested documents are within the City’s authority to execute and tender, and (ii) the City shall name any park developed on the Public Use Tract “Trivedi Park.”

2.02 Developer Consideration - Donation of Public Use Tract. Developer shall pay City all Prepaid City Costs (defined in Recitals) and shall execute and deliver an originally signed copy of this Agreement and the City/Developer Assignment by **2:00 p.m. on Friday, August 25, 2023**. Upon receipt of an originally signed copy of this Agreement and the City/Developer Assignment executed by City and Developer, Developer shall:

(a) fully assume all City rights and obligations under the Land Purchase Agreement; and

(b) complete the purchase of the Property pursuant to the terms of the Land Purchase Agreement on the scheduled Closing Date by taking all actions necessary, including the payment of the purchase price, all Prepaid City Costs (defined in Recitals) and all costs of closing, prior to or on the Closing Date in accordance with the terms of this Agreement and the Land Purchase Agreement (the “Closing”); and

(c) retain ownership of the Proposed Commercial Tract as described and depicted in **Exhibit E** hereto; and

(d) at no cost to City, within sixty (60) days of closing on the Property, take all necessary actions donate the Public Use Tract to City by deeding full fee simple title to the Public Use Tract as described and depicted in **Exhibit "F"** to the City, subject to all encumbrances that are of record; and

(e) within thirty (30) days of the Closing Date, submit to the City a petition for annexation of the Proposed Commercial Tract under Subchapter C-3 of Texas Local Government Code, Chapter 43, and comply with all obligations to effectuate annexation as forth in **Article III, Annexation Matters**, below; and

(f) Donate, at no cost to the City, each of the following described easements and right-of-way areas upon the Proposed Commercial Tract for the benefit and use of the general public and of the Public Use Tract, as depicted on **Exhibit H, "Easement and Right of Way Dedications"** hereto, either by separate instrument or by plat, with such method of donation being at City's sole discretion:

- i. 30' Access and utility easement (an approximate .16 acres) on east boundary of the Proposed Commercial Tract
- ii. 20' wide right of way (an approximate .24 acres) along FM428
- iii. 20' wide water and sewer easement (an approximate .19) acres adjacent to FM428
- iv. 60' right of way dedication (an approximate .44 acres) on the Proposed Commercial Tract for future McNatt Rd.

(g) execute a lease between Developer and City whereby Developer leases the house and land located at 1817 Spring Hill Road Aubrey, Texas, such house located upon the Proposed Commercial Tract, to the City for a period of one (1) year from the Closing Date (the "Rental House"). The Rental House shall be leased to City for an annual rental fee of \$1.00, and the term of the lease shall be for a twelve-month period commencing on August 25, 2023 and terminating on August 25, 2024. Upon mutual agreement, the Parties shall have the right to extend the lease for an additional one (1) year term for an additional \$1.00 annual rental fee.

2.03. Terms Survive. The rights and obligations contained in this Section survive Termination and Closing, and the rights and obligations of the Parties hereto shall continue in full force and effect after the Closing Date until such time as each Party has fully complied with the terms of this Section and the Agreement.

ARTICLE III

ANNEXATION MATTERS

3.01. Annexation. Within thirty (30) days of the date of the Closing Date, Developer agrees to submit a voluntary annexation petition for the Proposed Commercial Tract. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. If the City is unable to complete the annexation of the Proposed Commercial Tract for any reason, including but not limited to procedural error or legal challenge, the Developer shall execute another voluntary annexation petition for the Proposed Commercial Tract within ten (10) days of being requested to do so. The Developer acknowledges and agrees that:

(a) this Section 3.1 was a material inducement for the City to enter into this Agreement with Developer, and City would not have executed this Agreement without Developer's agreement to voluntarily annex the Proposed Commercial Tract;

(b) the Developer is not required to enter into this Agreement; and

(c) the annexation procedures described in this Agreement require the Developer's consent, and by entering into this Agreement, the Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, the City has provided to the Owner the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

As consideration for Developer agreeing to the voluntary annexation of the Proposed Commercial Tract, the Developer shall be entitled to develop the Proposed Commercial Tract in accordance with the City's zoning and development standards for commercial property, as set forth in **Exhibit "I"** hereto, or as such standards are modified, amended, or replaced by the City in the future as an entitlement under Section 212.171 of the Texas Local Governmental Code, as amended. The Developer agrees to submit a zoning application as required simultaneously with its annexation application.

ARTICLE IV

TERM

The term of this Agreement shall be for a period of sixty (60) days after the Effective Date, except that the obligations that are expressly designated as surviving Termination and Closing shall continue in full force and effect until fully effectuated. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE V
INDEMNIFICATION AND DEVELOPER'S ACKNOWLEDGMENT

5.01 Indemnification and Hold Harmless.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "**INDEMNIFIED PARTY**"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER (THE "**CLAIMS**"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST THE DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

5.02 The Developer's Acknowledgement of the City's Compliance with Federal and State Constitutions, Statutes and Case Law and Federal, State and Local Ordinances, Rules and Regulations/Developers' Waiver and Release of Claims For Obligations is expressly set forth in this Agreement as follows.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(i) THE PUBLIC USE TRACT, EASEMENTS AND RIGHT OF WAY EXPRESSLY DONATED AND DEDICATED TO THE CITY AS SET FORTH IN WHOLE OR IN PART HEREIN, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(ii) THE DEVELOPER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b). For the sole purposes of effecting the release set forth above in Section 5.02(a)(ii) and for no other purposes, Developer acknowledges as follows:

(i) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND THE DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE.

The Parties acknowledge that: (i) it is the intent of the Parties that Developer be afforded a tax deduction with the Internal Revenue Service for the value of the Public Use Tract donated, and (ii) that the foregoing acknowledgements are being made solely for the purpose of giving legal effect to the releases and waivers set forth in this Section 5.02 in favor of the City.

(b) THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI
EVENTS OF DEFAULT; REMEDIES; SPECIFIC PERFORMANCE

6.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than ten (10) days after written notice of the alleged failure has been given).

6.02 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. **IN THE EVENT THAT DEVELOPER RECEIVES THE EXECUTED CITY/DEVELOPER ASSIGNMENT, EXECUTES CLOSING BUT FAILS TO COMPLY WITH ANY ONE OR MORE OF THE DEVELOPER'S OBLIGATIONS SET FORTH IN SECTION 2.02 OF THIS AGREEMENT AFTER WRITTEN NOTICE FROM THE CITY AND FIVE (5) DAYS TO CURE, INCLUDING WITHOUT LIMITATION, THE CONVEYANCE OF DEED TO THE PUBLIC USE TRACT TO CITY, DEVELOPER SHALL, WITHIN FIVE (5) DAYS OF WRITTEN NOTICE FROM CITY, EXECUTE ALL DOCUMENTS AND PAY ALL COSTS TO DEED THE PROPERTY IN ITS ENTIRETY TO THE CITY, SUBJECT TO THE CITY REIMBURSING DEVELOPER FOR ITS PURCHASE PRICE FOR THE PROPERTY, ATTORNEYS FEES AND OTHER COSTS OF ENFORCEMENT OF THIS SECTION AND DAMAGES DIRECT (TO THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ALL OF WHICH ARE WHEREBY WAIVED) INCURRED BY CITY DUE TO DEVELOPER'S BREACH OF ITS OBLIGATIONS HEREUNDER.**

ARTICLE VII
ADDITIONAL PROVISIONS

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

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

To the City: Attn: Charles Kreidler, City Manager
City of Aubrey
107 South Main Street
Aubrey, TX 76227
Email: ckreidler@aubreytx.gov

With a copy to: Attn: Patricia Adams, City Attorney
Messer & Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: Patricia@txmunicipallaw.com

To the Developer: Pretium Capital LLC
Attn: Bhadresh Trivedi, Manager
2504 Loftsmoor Lane
Plano, Texas 75025
Email: bhadres_trivedi@yahoo.com

With a copy to: Dennis Holmgren
Holmgren Johnson: Mitchell Madden, LLP
12801 North Central Expressway, Suite 140
Dallas, Texas 75243
E-mail: dennis@hjmmllegal.com

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

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

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

7.05 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges

and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

7.06 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

7.07 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

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

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

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

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

- | | |
|------------------|---|
| Exhibit A | Metes and Bounds Description of the Property |
| Exhibit B | Depiction of the Property |
| Exhibit C | Land Purchase Agreement |
| Exhibit D | Agent/City Assignment |

Exhibit E	Proposed Commercial Tract
Exhibit F	Public Use Tract
Exhibit G	City/Developer Assignment
Exhibit H	Easement and Right of Way Dedications
Exhibit I	Commercial Development Standards

7.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

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

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

7.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged. The Parties further acknowledge that the monetary or in-kind consideration exchanged by the Parties relative to this transaction for federal income tax purposes is based solely on: (i) the City's agreement with respect to development standards for the Proposed Commercial Tract, (ii) the easements relative to the Proposed Commercial Tract agreed to by Developer, (iii) Developer's voluntary annexation of the Proposed Commercial Tract, and (iv) the lease Developer is extending to the City for the house on the Proposed Commercial Tract.

7.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by

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

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on August 24, 2023.

Date: 8-25-2023

CITY OF AUBREY

By: CMKneidler
Charles Kreidler, City Manager

STATE OF TEXAS

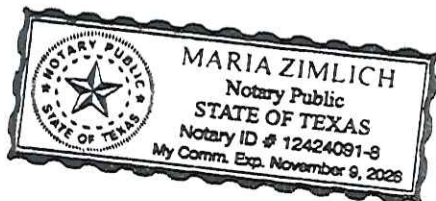
§
§
§

COUNTY OF DENTON

This instrument was acknowledged before me on the 25th day of August, 2023, by Charles Kreidler, the City Manager of the City of Aubrey, Texas, on behalf of said City.

[Signature]
Notary Public, State of Texas

(SEAL)



MARIA Zimlich
Name printed or typed

Commission Expires: 11/9/2026

Date: 8/26/23

DEVELOPER: PRETIUM CAPITAL LLC

By:


Bhadresh Trivedi, Manager

STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on August 26th, 2023, personally appeared Bhadresh Trivedi, in his capacity as the Manager of Pretium Capital LLC, and acknowledged that he executed the foregoing document in such capacity on behalf of such Company.


Notary Public in and for the State of Texas

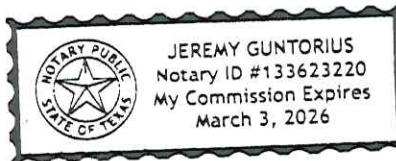


EXHIBIT A
METES AND BOUND DESCRIPTION/SURVEY OF THE PROPERTY

BEING a 25.148 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being that same tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, LP., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Charlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 2220.46 feet to a 1/2 inch iron rod with blue cap stamped "*OLD TOWN SURVEYING*" (OTS) set for corner being the southwest corner of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T., same point being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), from which a metal fence post bears South 07 degrees 54 minutes 31 seconds West at 1.47 feet;

THENCE North 88 degrees 12 minutes 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 499.06 feet;

THENCE with the north right-of-way line of said F.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner being the occupied southwest corner of said Harrison tract;

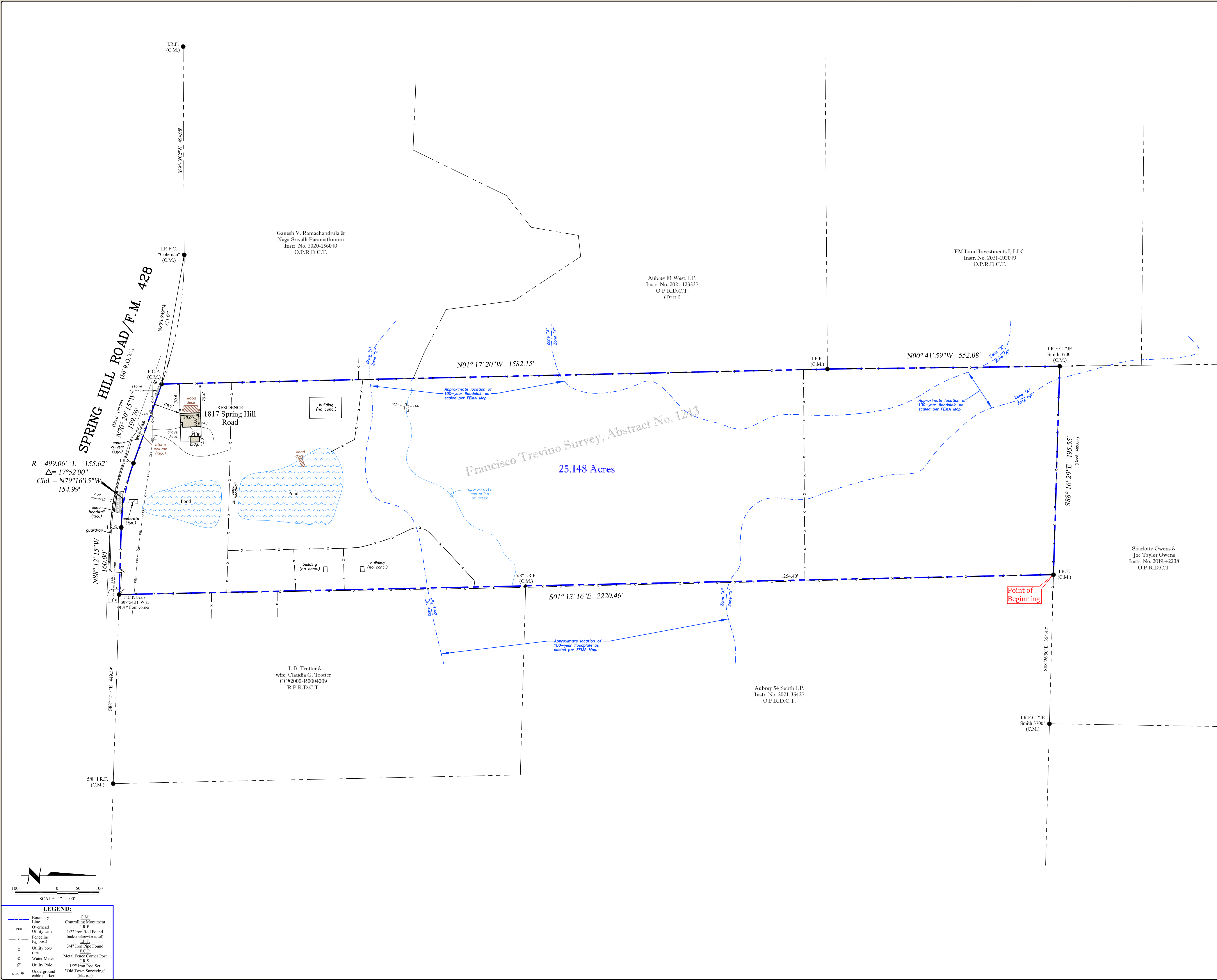
THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 1582.15 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to

Aubrey 81 West, LP., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 25.148 acres of land, more or less.

EXHIBIT B
DEPICTION/SURVEY OF THE PROPERTY



FIELD NOTES DESCRIPTION:

BEING a 25.148 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being that same tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, L.P., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Charlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 2220.46 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner being the southwest corner of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T., same point being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), from which a metal fence post bears South 07 degrees 54 minutes 31 seconds West at 1.47 feet;

THENCE North 88 degrees 12 minutes 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 499.06 feet;

THENCE with the north right-of-way line of said F.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner being the occupied southwest corner of said Harrison tract;

THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 1582.15 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to Aubrey 81 West, L.P., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 25.148 acres of land, more or less.

- NOTES**
- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 402, NAD83 (U.S. Feet).
 - Easement recorded in Volume 342, Page 247 does not affect the subject tract to the best of my knowledge.
 - Blanket Easement recorded in Volume 402, Page 78 includes the subject tract.

Boundary Survey



1817 Spring Hill Road,
Aubrey, Texas



132 W. Main Street,
Lewisville, TX 75057
Ph: 972.436.8141
Fax: 972.739.9161

Freedom Title Co. G.F. No. 23067920LV-LS

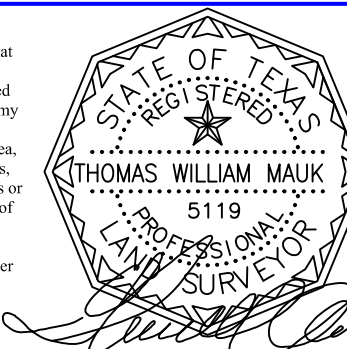
Fieldwork Date: 07/20/2023 Party Chief: BH

Job No.: 202307106 Tech: JJ

FLOOD NOTE: It is my opinion that the property described hereon partially lies within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 480774 0265 G, present Effective Date of Map, April 18, 2011, herein property lies within Zone "A", "X", and "V". Unshaded.

SURVEYORS CERTIFICATION: The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way that have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced hereon. Any other use is prohibited and at user's risk.

July 21, 2023



STATE OF TEXAS
Professional Land Surveyor
9119
THOMAS WILLIAM MAIK
JULY 21, 2023



Old Town Surveying, LLC
Professional Land Surveyors
310 Office Park Circle, Suite 120, Lewisville, Texas 75057
Ph: 469.293.8079 info@oldtownsurveying.com
TFRN Number: 10194611

EXHIBIT C
LAND PURCHASE AGREEMENT



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

FARM AND RANCH CONTRACT

NOTICE: Designated For Use In Sales Of Existing Farms Or Ranches Of Any Size. Not For Use In Complex Transactions.



Estate of:

1. **PARTIES:** The parties to this contract are Jeffrey Scott Harrison Jr , Barbara Hamilton - executor (Seller)

and Specialty Land Services LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the Property (Property).

A. **LAND:** The land situated in the County (or Counties) of Denton

Texas, described as follows: A1234A F. Trevino, TR 24, 24.75 acres, old DCAD TR 10A

or as described on attached exhibit, also known as 1817 Spring Hill Rd, Aubrey, TX (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto.

B. **IMPROVEMENTS:**

(1) **FARM AND RANCH IMPROVEMENTS:** The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.

(2) **RESIDENTIAL IMPROVEMENTS:** Any houses, garages, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. **ACCESSORIES:**

(1) **FARM AND RANCH ACCESSORIES:** The following described related accessories: (check boxes of conveyed accessories) ☒ portable buildings ☐ hunting blinds ☐ game feeders ☐ livestock feeders and troughs ☒ irrigation equipment ☒ fuel tanks ☐ submersible pumps ☐ pressure tanks ☒ corrals ☒ gates ☐ chutes ☐ other: _____

(2) **RESIDENTIAL ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. **CROPS:** Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

E. **EXCLUSIONS:** The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: None

F. **RESERVATIONS:** Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing \$ 1,250,000.00

The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in the contract.

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum,

☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ _____

C. Sales Price (Sum of A and B) \$ 1,250,000.00

D. The Sales Price ☐ will ☒ will not be adjusted based on the survey required by Paragraph 6C.

If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.

4. **LEASES:** Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. **RESIDENTIAL LEASES:** The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

Initialed for identification by Buyer BMand Seller BA

TREC NO. 25-15

(Address of Property)

- ☐ B. **FIXTURE LEASES:** Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
- ☐ C. **NATURAL RESOURCE LEASES:** "Natural Resource Lease" means an existing oil and gas, mineral, water, or other natural resource lease affecting the Property to which Seller is a party.
- ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
- ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
- ☐ D. **SURFACE LEASES:** "Surface Lease" means an existing lease for the surface only of the Property (for example, grazing leases, hunting leases, agricultural leases, recreational leases, wind leases, solar leases, timber or forestry leases). (Check all applicable boxes)
- ☐ (1) Seller has delivered to Buyer a copy of all written Surface Leases.
- ☐ (2) Seller provides Buyer with notice of the following oral Surface Lease(s), identifying the type of lease, name of the tenant(s), rental amount, and term:
Seller has no leases nor any knowledge of any leases
- ☒ (3) Seller has not delivered to Buyer all Surface Leases (whether written or oral). Seller shall provide to Buyer a copy of all the written Surface Leases and notice of all oral Surface Leases, identifying the type of lease, the name of the tenant(s), rental amount, and term, within 3 days after the Effective Date. Buyer may terminate the contract within N/A days after the date the Buyer receives all the Surface Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. **DELIVERY OF EARNEST MONEY AND OPTION FEE:** Within 3 days after the Effective Date, Buyer must deliver to Laurie Shipman- Freedom Title (Escrow Agent) at 132 W Main St, Lewisville TX, TX 75057 (address): \$ 12,500.00 as earnest money and \$ 100.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 30 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME:** Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by: Freedom Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) The standard printed exception for standby fees, taxes and assessments.
- (2) Liens created as part of the financing described in Paragraph 3.
- (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

Initialed for identification by Buyer

Bm

and Seller

BH

(Address of Property)

- (4) The standard printed exception as to marital rights.
 (5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 (6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☒ (i) will not be amended or deleted from the title policy; or
☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
 (7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land survey or acceptable to the Title Company and Buyer's lender(s). (Check one box only):
☒ (1) Within 21 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey ☒ will ☐ will not be recertified to a date subsequent to the Effective Date of this contract at the expense of ☐ Buyer ☒ Seller. If the existing survey is not approved by the Title Company or Buyer's lender(s), a new survey will be obtained at the expense of ☐ Buyer ☒ Seller no later than 3 days prior to Closing Date.
☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
☐ (4) No survey is required.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: N/A

Buyer must object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

- E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

Document	Date	Recording Reference
_____	_____	_____
_____	_____	_____

- F. SURFACE LEASES: The following Surface Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: _____

G. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the

Initialed for identification by Buyer Bm

and Seller BH

Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

- (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): _____

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**

(Check one box only)

- ☒ (1) Buyer has received the Notice
- ☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☐ (3) The Texas Property Code does not require this Seller to furnish the Notice.

Initialed for identification by Buyer Bm and Seller BA

- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

- E. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs to Buyer at closing. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.
- F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. SELLER'S DISCLOSURE:
- (1) Seller ☐ is ☐ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
 - (2) Seller ☐ is ☐ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
 - (3) Seller ☐ is ☐ is not aware of any environmental hazards that materially and adversely affect the Property.
 - (4) Seller ☐ is ☐ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller ☐ is ☐ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller ☐ is ☐ is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller ☐ is ☐ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.
 - (8) Seller ☐ is ☐ is not aware that a tree or trees located on the Property has oak wilt.

If Seller is aware of any of the items above, explain (attach additional sheets if necessary):
N/A

- I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ N/A. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: N/A

Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: **Buyer is Licensed Texas Real Estate Broker**

- B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

Initialed for identification by Buyer Bm and Seller BA

(Address of Property)

9. CLOSING:

- A. The closing of the sale will be on or before August 25, 2023, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

- A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. **SMART DEVICES:** "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) **Contract may be assigned without prior approval of Seller****12. SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will

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Jeffrey Scott

affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may ~~(a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract.~~ If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. **ESCROW:**

- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

Initialed for identification by Buyer gm and Seller BH

TREC NO. 25-15

Contract Concerning 1817 Spring Hill Rd. Aubrey Tx 76227
(Address of Property)

Page 8 of 11 11-07-2022

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non- foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1341 S Preston RdTo Seller at: Barbara HamiltonCelina, TX 750091461 Bregenz; Lewisville Tx 75067Phone: (972)679-9488Phone: 214-616-3837E-mail/Fax: buddy@specialtyland.comE-mail/Fax: barbarahamilton613@yahoo.com

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at:

With a copy to Seller's agent at:

tholtzman1@gmail.com

- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|--|
| ☐ Third Party Financing Addendum | ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| ☐ Seller Financing Addendum | ☐ Seller's Temporary Residential Lease |
| ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association | ☐ Short Sale Addendum |
| ☐ Buyer's Temporary Residential Lease | ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| ☐ Loan Assumption Addendum | ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| ☐ Addendum for Sale of Other Property by Buyer | ☐ Addendum for Property in a Propane Gas System Service Area |
| ☐ Addendum for "Back-Up" Contract | ☐ Addendum Regarding Residential Leases |
| ☐ Addendum for Coastal Area Property | ☐ Addendum Regarding Fixture Leases |
| ☐ Addendum for Authorizing Hydrostatic Testing | ☐ Other (list): _____ |
| ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal | |
| ☐ Addendum for Reservation of Oil, Gas and Other Minerals | |
| ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment | |

Initialed for identification by Buyer gm and Seller BH

DS

TREC NO. 25-15

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Seller's
Attorney is: none desired at this time

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

EXECUTED the 7/10/2023 day of 7/10/2023, _____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buckley Munoz
Buyer
President - Specialty Loan Service

DocuSigned by:
[Signature] 7/10/2023
Seller
B3BDA9CC42E748E...

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936- 3000 (<http://www.trec.texas.gov>) TREC NO. 25-15. This form replaces TREC NO. 25-14.

RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker 3.000% of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker:

By: _____

Listing Broker:

By: _____

BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES**Specialty Land Services LLC****900809**

Other Broker

License No.

Re/Max Cross Country

9006480

Listing or Principal Broker Firm

License No.

Buddy Minett**0522235**

Associate's Name

License No.

Lee Holtzman

Lee Holtzman

0324466

Listing Associate's Name

License No.

Team Name

buddy@specialtyland.com**(972)679-9488**

Associate's Email Address

Phone

Team Name

Lholtzman1@gmail.com

214-232-3278

Listing Associate's Email Address

Phone

Scott K. Smith

0462981

Licensed Supervisor of Associate

License No.

Licensed Supervisor of Listing Associate

License No.

1341 S Preston Rd

Other Broker's Office Address

Phone

1990 Justin Rd

972-317-9586

Listing Broker's Office Address

Phone

Celina**TX****70009**

City

State

Zip

Highland village

Tx

75077

City

State

Zip

represents



Buyer only as Buyer's agent



Seller as Listing Broker's subagent

Selling Associate

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

represents



Seller Only



Buyer Only



Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☒ Seller ☐ Buyer will pay Listing/Principal Broker ☐ a cash fee of \$ _____ or ☐ 3.000 % of the total Sales Price; and (b) ☐ Seller ☐ Buyer will pay Other Broker ☐ a cash fee of \$ _____ or ☐ _____ % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

DO NOT SIGN IF THERE IS A SEPARATE AGREEMENT FOR PAYMENT OF BROKERS' FEES. Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.

DocuSigned by:

Seller
B3BDA9CC42E748E...

7/10/2023

Buyer

Seller

Buyer

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent **Laurie Shipman- Freedom Title**

_____ Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent

Received by

Email Address

_____ Date/Time

Address

_____ Phone

City

State

Zip

_____ Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent

Received by

Email Address

_____ Date

Address

_____ Phone

City

State

Zip

_____ Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent

Received by

Email Address

_____ Date/Time

Address

_____ Phone

City

State

Zip

_____ Fax

EXHIBIT D
AGENT/CITY ASSIGNMENT

ASSIGNMENT OF PROPERTY CONTRACT

THIS ASSIGNMENT OF PURCHASE AND SALE CONTRACT (this "Assignment") is executed by and between Specialty Land Services LLC ("Assignor"), and City of Aubrey TX ("Assignee(s)").

RECITALS:

A. **Jeffrey Scott Harrison Jr, Barbara Hamilton - executor**, as seller(s), and Assignor, as buyer, entered into that certain Contract dated July 10th, 2023, (hereinafter referred to as the "Contract"), for the sale and purchase 1817 Spring Hill Rd, Aubrey Tx (as more particularly described in the Contract, the "Property"). The sale and purchase of the Property shall hereinafter be referred to as the "Transaction." – Attached.

B. Assignor desires to assign its interest under the Contract to Assignee, and Assignee desires to accept such assignment and assume Assignor's interest in the Contract as hereinafter provided.

C. Assignor and/or its agents and affiliates have acted for the benefit of Assignee and have incurred certain expenses under the Contract.

D. There exists no impediment to the assignment of Assignor's interest in the Contract under the terms of the Contract.

NOW, THEREFORE, in consideration of the Recitals, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

This Assignment is made pursuant to the following terms and conditions:

1. Independent Examination of Contract. Assignee hereby acknowledges that it is thoroughly familiar with all terms and provisions of the Contract and accepts the same.

2. Reimbursement of Assignor for Certain Costs. \$12,500 Earnest Money to be reimbursed at assignment, \$100 Option Fee, to be reimbursed at assignment, Surveys - \$5,290.99 to be reimbursed at assignment.

3. Performance by Assignee. Assignor hereby sells, assigns, transfers and conveys all of its right, title, and interest in and to the Contract to Assignee, its successors and assigns, and authorizes and empowers Assignee to enforce performance of all covenants and conditions contained in the Contract and to demand and receive the Deed Without Warranty covenanted to be given in the Contract in the same manner and with the same effect as Assignor could have done had this Assignment not been made. Assignee hereby assumes all of Assignor's obligations, duties and liabilities under the Contract.

4. Counterparts. This Assignment may be executed in more than one counterpart with the same effect as if all parties had executed the same document. Each counterpart will be deemed an original and the counterparts, taken together, will constitute one and the same document. This Assignment may be executed, and will be effective, with signatures transmitted by facsimile.

5. Indemnity of Assignor. Assignee hereby accepts the assignment of rights provided for herein without recourse on Assignor, and Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, causes of action, and expense (including, but not limited to, attorneys' fees, litigation expenses and court costs) in connection with or pursuant to the Contract or this Assignment.

EXECUTED effective as of the 14th day of August, 2023.

ASSIGNOR:

Buddy Minetti
Specialty Land Services LLC

ASSIGNEE(s):

CM Knudsen
City of Aubrey TX

EXHIBIT E
PROPOSED COMMERCIAL TRACT

FIELD NOTES DESCRIPTION:

BEING a 3.354 acre tract of land situated in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, and being a portion of that certain tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for corner being the northeast corner of said Harrison tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, L.P., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Charlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 1964.60 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for the POINT OF BEGINNING of the herein described tract, same point being in the west line of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, with the west line of said Trotter tract, a distance of 255.86 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), same point being the southwest corner of said Trotter tract, from which a metal fence post bears South 07 degrees 54 minutes 31 seconds West at 1.47 feet;

THENCE North 88 degrees 12 minutes 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 499.06 feet;

THENCE with the north right-of-way line of said F.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner being the occupied southwest corner of said Harrison tract;

THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 321.07 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the east line of tract of land described by deed to Ganesh V. Ramachandrala and Naga Srivalli Paramathmuni, recorded under Instrument Number 2020-156040, O.P.R.D.C.T., from which a 3/4 inch iron pipe found bears North 01 degrees 17 minutes 20 seconds West at 1261.08 feet;

THENCE South 88 degrees 39 minutes 14 seconds East, over and across said Harrison tract, a distance of 181.91 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 14 degrees 57 minutes 58 seconds East, over and across said Harrison tract, a distance of 160.90 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 88 degrees 39 minutes 14 seconds East, over and across said Harrison tract, a distance of 278.75 feet to the POINT OF BEGINNING and containing 3.354 acres of land, more or less.

NOTES

- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 402, NAD83 (U.S. Feet).
- Easement recorded in Volume 342, Page 247 does not affect the subject tract to the best of my knowledge.
- Blanket Easement recorded in Volume 402, Page 78 includes the subject tract.
- BE ADVISED: Dividing land initially through a deed will not serve to Plat, Replat or Amend the Plat. A survey is not a Plat. Before any permits can issue or construction be initiated, a Replat or Amended plat must first be filed and approved by the appropriate governmental authority. There is no representation that the division of this parcel will be approved by the city or county. Surveyor has divided this parcel as instructed; however, Client acknowledges that the Plat, Replat or Amended Plat application is a costly process and will be the sole responsibility of Client. Client releases Old Town Surveying from all liability in this matter.

Boundary Survey



1817 Spring Hill Road,
Aubrey, Texas

Prepared for:



Freedom Title Co. G.F. No. 23067920LV-LS

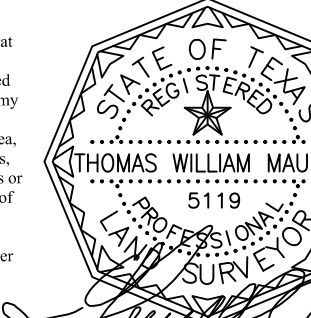
Fieldwork Date: 07/20/2023 Party Chief: BH

Job No.: 202307106-2 Tech: JJ

FLOOD NOTE: It is my opinion that the property described hereon is not within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 480774 0265 G, present Effective Date of Map, April 18, 2011, herein property lies within Zone "X" Unshaded.

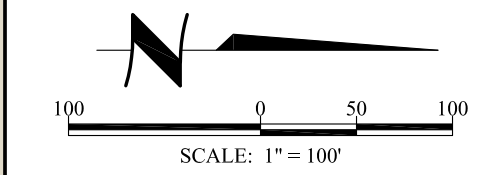
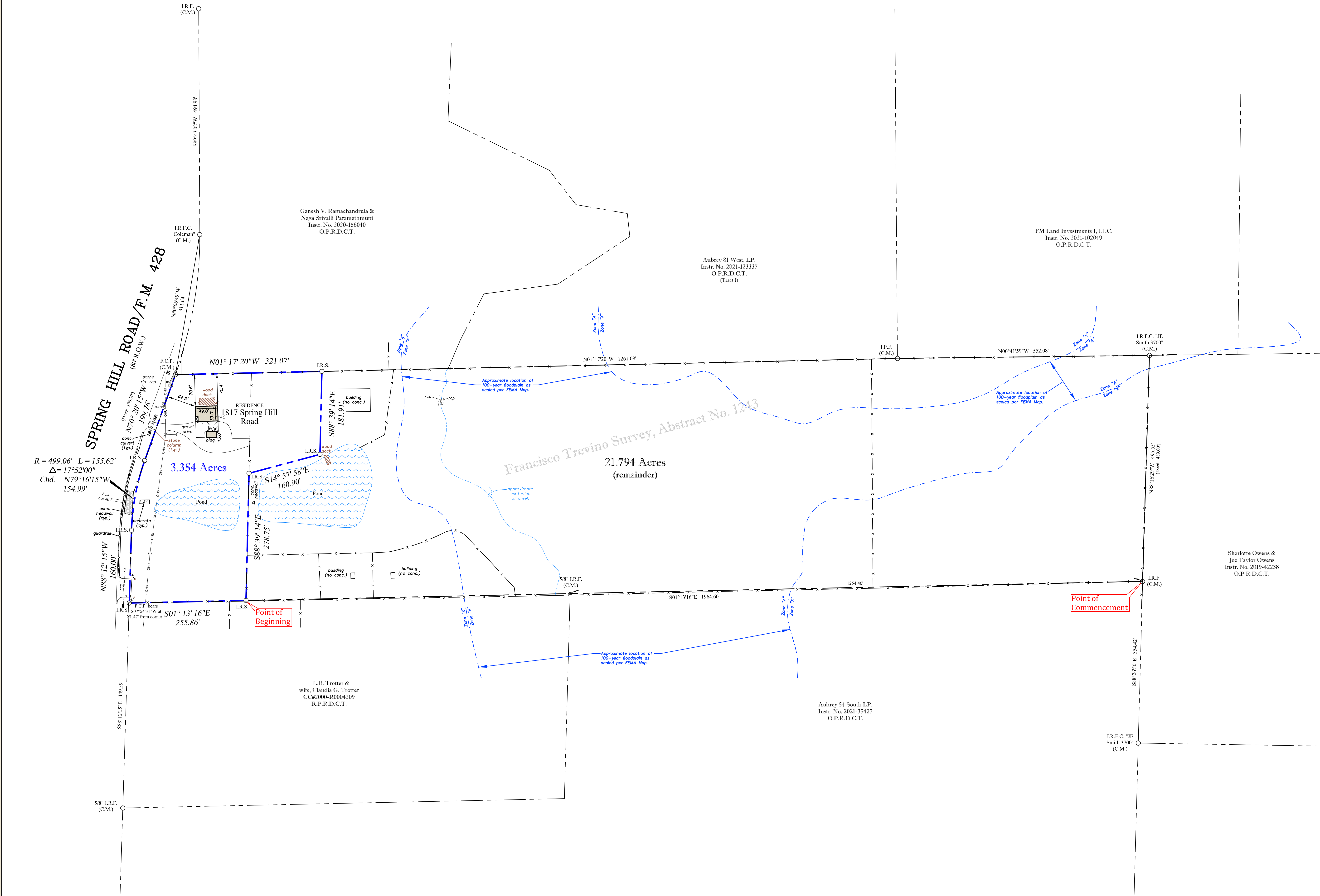
SURVEYORS CERTIFICATION:
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way that have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced hereon. Any other use is prohibited and at user's risk.

August 23, 2023



Old Town Surveying, LLC.
Professional Land Surveyors

310 Office Park Circle, Suite 120, Lewisville, Texas 75057
PH: 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611



LEGEND:	
---	Boundary Line
---	Overhead Utility Line
---	Fence Line (6' post)
---	Utility box/riser
---	Water Meter
---	Utility Pole
---	Underground cable marker
C.M.	Controlling Monument
I.R.F.	1/2\"/>

BEING a 3.354 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being a portion of that certain tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for corner being the northeast corner of said Harrison tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, LP., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Sharlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 1964.60 feet to a 1/2 inch iron rod with blue cap stamped "*OLD TOWN SURVEYING*" (OTS) set for the **POINT OF BEGINNING** of the herein described tract, same point being in the west line of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, with the west line of said Trotter tract, a distance of 255.86 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), same point being the southwest corner of said Trotter tract, from which a metal fence post bears South 07 degrees 54 minutes 31 seconds West at 1.47 feet;

THENCE North 88 degrees 12 minutes 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 499.06 feet;

THENCE with the north right-of-way line of said F.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner being the occupied southwest corner of said Harrison tract;

THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 321.07 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the east line of tract of land described by deed to Ganesh V. Ramachandrula and Naga Srivalli Paramathmuni, recorded under Instrument Number 2020-156040, O.P.R.D.C.T., from which a 3/4 inch iron pipe found bears North 01 degrees 17 minutes 20 seconds West at 1261.08 feet;

THENCE South 88 degrees 39 minutes 14 seconds East, over and across said Harrison tract, a distance of 181.91 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 14 degrees 57 minutes 58 seconds East, over and across said Harrison tract, a distance of 160.90 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 88 degrees 39 minutes 14 seconds East, over and across said Harrison tract, a distance of 278.75 feet to the **POINT OF BEGINNING** and containing 3.354 acres of land, more or less.

EXHIBIT F
PUBLIC USE TRACT

FIELD NOTES DESCRIPTION:

BEING a 21.794 acre tract of land situated in the Francisco Trevino Survey, Abstract No. 1243, Denton County, Texas, and being a portion of that certain tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, LP., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Charlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 1964.60 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner being in the west line of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T.;

THENCE North 88 degrees 39 minutes 14 seconds West, over and across said Harrison tract, a distance of 278.75 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 14 degrees 57 minutes 58 seconds West, over and across said Harrison tract, a distance of 160.90 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 88 degrees 39 minutes 14 seconds West, over and across said Harrison tract, a distance of 181.91 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the east line of a tract of land described by deed to Ganesh V. Ramachandru and Naga Srivalli Paramathuni, recorded under Instrument Number 2020-156040, O.P.R.D.C.T.;

THENCE North 01 degrees 17 minutes 20 seconds West, passing the northeast corner of said Ramachandru and Paramathuni tract, and continuing on for a total distance of 1261.08 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to Aubrey 81 West, LP., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the POINT OF BEGINNING and containing 21.794 acres of land, more or less.

NOTES

- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 402, NAD83 (U.S. Feet).
- Easement recorded in Volume 342, Page 247 does not affect the subject tract to the best of my knowledge.
- Blanket Easement recorded in Volume 402, Page 78 includes the subject tract.
- BE ADVISED: Dividing land initially through a deed will not serve to Plat, Replat or Amend the Plat. A survey is not a Plat. Before any permits can issue or construction be initiated, a Replat or Amended plat must first be filed and approved by the appropriate governmental authority. There is no representation that the division of this parcel will be approved by the city or county. Surveyor has divided this parcel as instructed; however, Client acknowledges that the Plat, Replat or Amended Plat application is a costly process and will be the sole responsibility of Client. Client releases Old Town Surveying from all liability in this matter.

Boundary Survey



1817 Spring Hill Road,
Aubrey, Texas

Prepared for:



Freedom Title Co. G.F. No. 23067920LV-LS

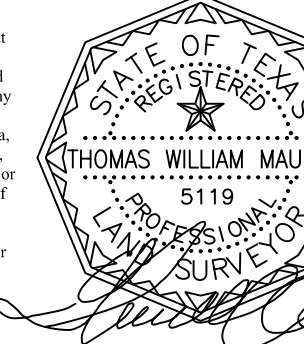
Fieldwork Date: 07/20/2023 Party Chief: BH

Job No.: 202307106-3 Tech: JJ

FLOOD NOTE: It is my opinion that the property described hereon partially lies within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 480774 0265 G, present Effective Date of Map, April 18, 2011, herein property lies within Zones "A", "X", & "V". Unshaded.

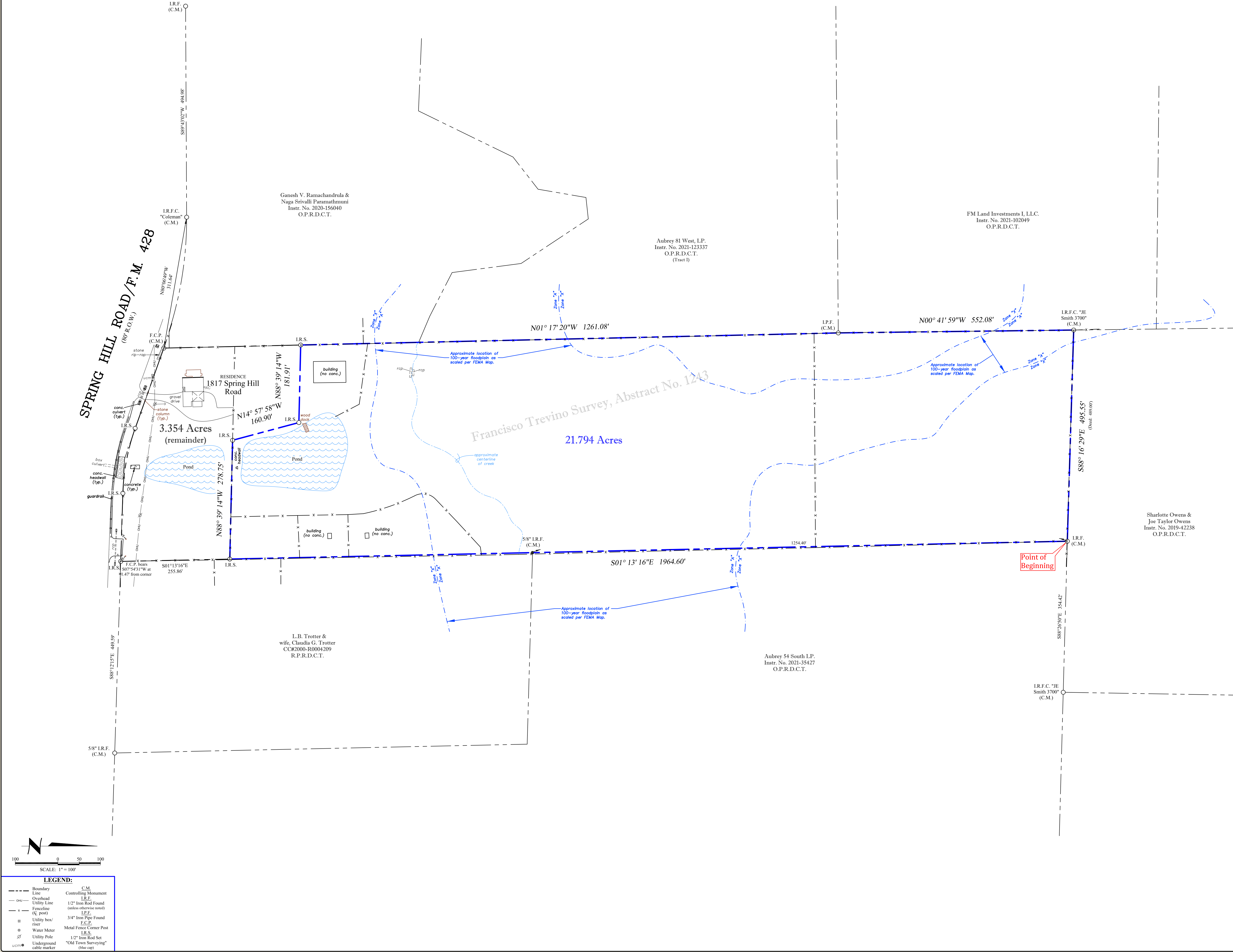
SURVEYORS CERTIFICATION:
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way that have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced hereon. Any other use is prohibited and at user's risk.

August 23, 2023



Old Town Surveying, LLC.
Professional Land Surveyors

310 Office Park Circle, Suite 120, Lewisville, Texas 75057
PH: 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611



BEING a 21.794 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being a portion of that certain tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, LP., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Sharlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 1964.60 feet to a 1/2 inch iron rod with blue cap stamped "*OLD TOWN SURVEYING*" (OTS) set for corner being in the west line of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T.;

THENCE North 88 degrees 39 minutes 14 seconds West, over and across said Harrison tract, a distance of 278.75 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 14 degrees 57 minutes 58 seconds West, over and across said Harrison tract, a distance of 160.90 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 88 degrees 39 minutes 14 seconds West, over and across said Harrison tract, a distance of 181.91 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the east line of a tract of land described by deed to Ganesh V. Ramachandrula and Naga Srivalli Paramathnumi, recorded under Instrument Number 2020-156040, O.P.R.D.C.T.;

THENCE North 01 degrees 17 minutes 20 seconds West, passing the northeast corner of said Ramachandrula and Paramathmuni tract, and continuing on for a total distance of 1261.08 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to Aubrey 81 West, LP., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 21.794 acres of land, more or less.

EXHIBIT G
CITY/DEVELOPER ASSIGNMENT

ASSIGNMENT OF PURCHASE AND SALE CONTRACT BETWEEN THE CITY OF AUBREY, TEXAS

AND PRETIUM CAPITAL, LLC

THIS ASSIGNMENT OF PURCHASE AND SALE CONTRACT (this "Assignment") is executed by and between **City of Aubrey** ("Assignor"), and **Pretium Capital, LLC** ("Assignee(s)").

RECITALS:

A. The City of Aubrey, Texas (the "Assignor") has entered into a Land Purchase Agreement dated July 10, 2023 with the Estate of **Jeffrey Scott Harrison Jr. (Barbara Hamilton, Executor), Original Property Owner and Seller of 1817 Spring Hill Rd, Aubrey, Denton County, Texas**, (the "Land Purchase Contract") for the sale and purchase **1817 Spring Hill Rd, Aubrey Tx** (as more particularly described in the Contract, the "Property"). The sale and purchase of the Property shall hereinafter be referred to as the "Transaction."

B. **Pretium Capital, LLC** ("Assignee(s)") desires to purchase the Property, and Assignor desires to assign its interest under the Land Purchase Contract to Assignee pursuant to the Development and Assignment Agreement between Assignor and Assignee dated _____, 2023 (the "Development and Assignment Agreement"), and Assignee desires to accept such assignment and assume Assignor's interest in the Land Purchase Contract as hereinafter provided as well as to comply with certain contractual obligations set forth in the Development and Assignment Agreement.

C. Assignor and/or its agents and affiliates have made certain payments and acted for the benefit of Assignee and have incurred certain expenses under the Land Purchase Contract.

D. There exists no impediment to the assignment of Assignor's interest in the Land Purchase Contract under the terms of the Assignment.

NOW, THEREFORE, in consideration of the Recitals, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

This Assignment is made pursuant to the following terms and conditions:

1. Independent Examination of Land Purchase Contract. Assignee hereby acknowledges that it is thoroughly familiar with all terms and provisions of the Land Purchase Contract and the Development and Assignment Agreement (described below) and accepts the same.

2. Reimbursement of Assignor for Certain Costs. The following costs shall be reimbursed: (i) Twelve Thousand Five Hundred and No/100 Dollars \$12,500 Earnest Money, (ii) One Hundred and No/100 Dollars (\$100.00) Option Fee; and (iii) Surveys costing Five Thousand Two Hundred Ninety and 99/100 Dollars (\$5,290.99) for a total of Seventeen Thousand Seven Hundred Ninety and 99/100 Dollars (\$17,790.99) shall be reimbursed by Assignee to Assignor pursuant to the Development and Assignment Agreement.

3. Performance by Assignee. Pursuant to the terms of the Development and Assignment Agreement, Assignor hereby sells, assigns, transfers and conveys all of its right, title, and interest in and to the Land Purchase Contract to Assignee, its successors and assigns, and authorizes and empowers Assignee to enforce performance of all covenants and conditions contained in the Land Purchase Contract and Development and Assignment Agreement and to demand and receive the Deed Without Warranty covenanted to be given in the Land Purchase Contract and Development and Assignment Agreement in the same manner and with the same effect as Assignor could have done had this Assignment not been made. Assignee hereby assumes all of Assignor's obligations, duties and liabilities

under the Land Purchase Contract and covenants to fulfill its obligations under the Development and Assignment Agreement.

4. Counterparts. This Assignment may be executed in more than one counterpart with the same effect as if all parties had executed the same document. Each counterpart will be deemed an original and the counterparts, taken together, will constitute one and the same document. This Assignment may be executed, and will be effective, with signatures transmitted by facsimile.

5. Indemnity of Assignor. Assignee hereby accepts the assignment of rights provided for herein without recourse on Assignor, and **Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, causes of action, and expense (including, but not limited to, attorneys' fees, litigation expenses and court costs) in connection with or pursuant to the Contract or this Assignment.**

EXECUTED effective as of the ____th day of August 2023.

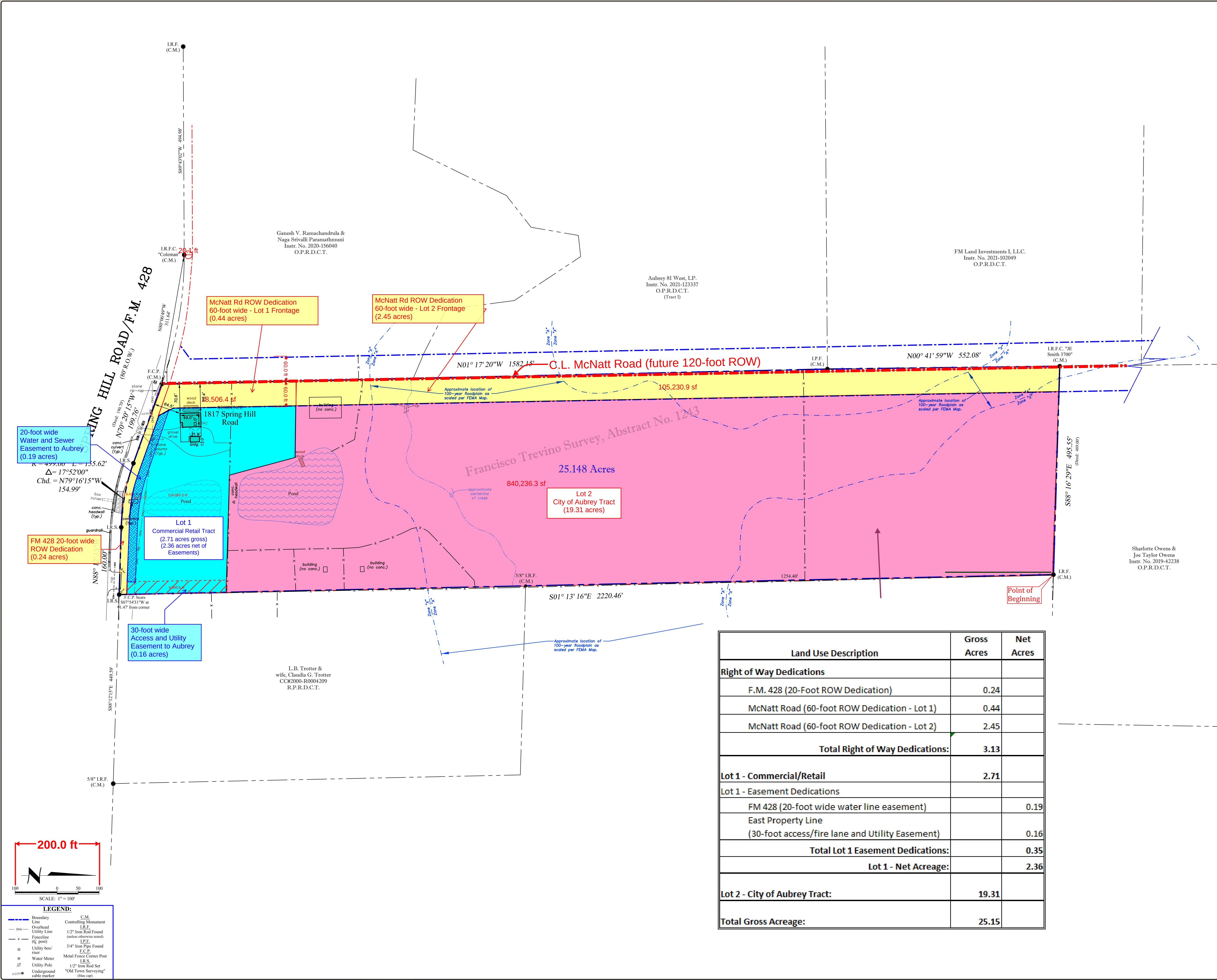
ASSIGNOR:

ASSIGNEE(s):

City of Aubrey TX

Pretium Capital, LLC

EXHIBIT H
EASEMENT AND RIGHT OF WAY DEDICATIONS



FIELD NOTES DESCRIPTION:

BEING a 25.148 acre tract of land situated in the Francisco Trevino Survey, Abstract Number 1243, Denton County, Texas, and being that same tract of land described by deed to Jeffrey S. Harrison, Jr., recorded under County Clerk's File Number 2003-R0097463, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northwest corner of a tract of land described by deed to Aubrey 54 South, L.P., recorded under Instrument Number 2021-35427, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being in the south line of a tract of land described by deed to Charlotte Owens and Joe Taylor Owens, recorded under Instrument Number 2019-42238, O.P.R.D.C.T.;

THENCE South 01 degrees 13 minutes 16 seconds East, passing a 5/8 inch iron rod found for the most westerly southwest corner of said Aubrey 54 South tract at 1254.40 feet, and continuing on for a total distance of 2220.46 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner being the southwest corner of a tract of land described by deed to L.B. Trotter and wife, Claudia G. Trotter, recorded under County Clerk's File No. 2000-R0004209, R.P.R.D.C.T., same point being in the north right-of-way line of F.M. 428 (a.k.a. Spring Hill Road), from which a metal fence post bears South 07 degrees 54 minutes 31 seconds West at 1.47 feet;

THENCE North 88 degrees 12 minutes 15 seconds West, with the north right-of-way line of said F.M. 428, a distance of 160.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the beginning of a curve to the right, having a radius of 499.06 feet;

THENCE with the north right-of-way line of said F.M. 428, and with said curve to the right, through a central angle of 17 degrees 52 minutes 00 seconds, whose chord bears North 79 degrees 16 minutes 15 seconds West at 154.99 feet, an arc length of 155.62 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 70 degrees 20 minutes 15 seconds West, continuing on with the north right-of-way line of said F.M. 428, a distance of 199.76 feet to a metal fence post for corner being the occupied southwest corner of said Harrison tract;

THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 1582.15 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to Aubrey 81 West, L.P., recorded under Instrument Number 2021-123337, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to F.M. Land Investments I, LLC., recorded under Instrument Number 2021-102049, O.P.R.D.C.T.;

THENCE North 00 degrees 41 minutes 59 seconds West, with the east line of said F.M. Land tract, a distance of 552.08 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith 3700" found for corner being the southwest corner of said Owens tract, same point being the occupied northwest corner of said Harrison tract;

THENCE South 88 degrees 16 minutes 29 seconds East, with the south line of said Owens tract, a distance of 495.55 feet to the **POINT OF BEGINNING** and containing 25.148 acres of land, more or less.

Land Use Description	Gross Acres	Net Acres
Right of Way Dedications		
F.M. 428 (20-Foot ROW Dedication)	0.24	
McNatt Road (60-foot ROW Dedication - Lot 1)	0.44	
McNatt Road (60-foot ROW Dedication - Lot 2)	2.45	
Total Right of Way Dedications:	3.13	
Lot 1 - Commercial/Retail		
Lot 1 - Easement Dedications		
FM 428 (20-foot wide water line easement)		0.19
East Property Line (30-foot access/fire lane and Utility Easement)		0.16
Total Lot 1 Easement Dedications:		0.35
Lot 1 - Net Acreage:		2.36
Lot 2 - City of Aubrey Tract:	19.31	
Total Gross Acreage:	25.15	

- NOTES**
- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 402, NAD83 (U.S. Feet).
 - Easement recorded in Volume 342, Page 247 does not affect the subject tract to the best of my knowledge.
 - Blanket Easement recorded in Volume 402, Page 78 includes the subject tract.

Boundary Survey



1817 Spring Hill Road,
Aubrey, Texas



132 W. Main Street,
Lewisville, TX 75057
Ph: 972.436.8141
Fax: 972.739.9161

Freedom Title Co. G.F. No. 23067920LV-LS

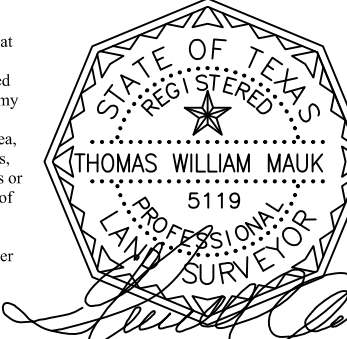
Fieldwork Date: 07/20/2023 Party Chief: BH

Job No.: 202307106 Tech: JJ

FLOOD NOTE: It is my opinion that the property described hereon partially lies within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 480774 0265 G, present Effective Date of Map, April 18, 2011, herein property lies within Zone "A" & "X". Unshaded.

SURVEYORS CERTIFICATION:
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way that have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced hereon. Any other use is prohibited and at user's risk.

July 21, 2023



Old Town Surveying, LLC.

Professional Land Surveyors

310 Office Park Circle, Suite 120, Lewisville, Texas 75057

Ph: 469.293.8079 info@oldtownsurveying.com

TFRN Number: 10194611

EXHIBIT I
COMMERCIAL DEVELOPMENT STANDARDS

§ 17. C - COMMERCIAL.

- A. PURPOSE. The C District is established to accommodate those uses that are of city-wide and regional significance. Within this district are permitted retail and service uses characteristic of retailing markets. This district is intended to accommodate retail activities that cannot be accommodated in the GR General Retail District.
- B. GENERAL CONDITIONS.
- (1) All business, servicing or processing, except for off-street parking, off-street loading and automobile service station operation, shall be conducted within completely enclosed buildings except as otherwise provided.
 - (2) No use hereunder shall be permitted if said use entails storage or display of items for sale not enclosed by a building except for incidental display of sale or seasonal retail items and such incidental display shall be permitted only if it occupies no more than five percent (5%) of the total lot area.
 - (3) Accessory off-street parking is required for SC [C] districts as provided in Section 25.
- C. USES PERMITTED. The following type of uses shall be permitted:
- (1) Day care center; subject to the following conditions, and upon approval of a Specific Use Permit, subject to the provisions of Section 6:
 - (a) Hours of operation not to exceed 6:00 a.m. to 10:00 p.m.;
 - (b) Adherence to all state requirements that govern day care centers for children and adults;
 - (c) Day care center should provide adequate outdoor recreation space.
 - (2) Existing residential dwelling units and lodging uses as such on the effective date of this Ordinance;
 - (3) Bakery shops;
 - (4) Candy shops and candy making;
 - (5) Cleaning and dyeing facilities;
 - (6) Commercial recreation uses, including bowling alleys, arcades, golf driving ranges, gymnasiums, miniature golf courses, pool halls, swimming pools and skating rinks;
 - (7) Creameries and ice cream plants;
 - (8) Hotels, apartment hotels and motels;
 - (9) Ice plants, cold-storage plants;
 - (10) Laundries, including automobile washes;
 - (11) Mortuaries;
 - (12) Pumping stations;
 - (13) Radio, AM or FM or television broadcasting stations or transmitters and microwave radio relay structures;

§ 17

§ 17

- (14) Printer;
- (15) Repair and storage garages;
- (16) Telephone exchanges;
- (17) Theaters, lodges, assembly halls, auditoriums;
- (18) Tire repair shops;
- (19) Auto body operations;
- (20) Spray-painting operations;
- (21) Antique shops;
- (22) Art galleries and museums;
- (23) Auction rooms;
- (24) Automobile accessory stores;
- (25) Automobile service stations; including the incidental storage of rental trucks and trailers, except that trucks and trailers for storage or rental may not be parked within the public right-of-way.
- (26) Banks and financial institutions;
- (27) Blueprinting and photostating establishments;
- (28) Business machine sales and service establishments;
- (29) Camera and photographic supply stores;
- (30) Carpet and rug stores;
- (31) Catering establishments;
- (32) China and glassware stores;
- (33) Clothing and costume rental stores;
- (34) Coin and philatelic stores;
- (35) Department stores;
- (36) Dry goods stores;
- (37) Employment agencies;
- (38) Exterminating shops;
- (39) Floor covering;
- (40) Florist shops and conservatories;
- (41) Fraternal, philanthropic and eleemosynary uses;
- (42) Furniture stores;

§ 17

§ 17

- (43) Furrier shops, including the incidental storage and conditioning of furs;
- (44) Hospitals and sanitariums;
- (45) Household appliance stores, including radio and television sales and services;
- (46) Interior decorating shops, including upholstering and making of draperies, slipcovers, and other similar articles when conducted as part of the retail operation and secondary to the principal use;
- (47) Laboratories for research development and testing;
- (48) Leather goods and luggage stores;
- (49) Loan offices;
- (50) Locksmith shops;
- (51) Meat markets, including sale of meat and meat products to restaurants, hotels, clubs and other similar establishments when such sale is conducted as part of the retail business on the premises;
- (52) Musical instruments sales and repair;
- (53) Office supply stores;
- (54) Optical sales;
- (55) Orthopedic and medical appliance and supply stores;
- (56) Paint and wallpaper stores;
- (57) Phonograph, record, sound equipment and, sheet music salons;
- (58) Physical culture and health services and reducing salons;
- (59) Picture framing;
- (60) Restaurants;
- (61) Schools for music, dance, business or trade;
- (62) Sewing machine sales and service, household appliances only;
- (63) Sporting goods store;
- (64) Tailor shops;
- (65) Taxidermists;
- (66) Telegraph offices;
- (67) Theaters, indoor;
- (68) Ticket agencies, amusement;
- (69) Tobacco shops;

§ 17

§ 17

- (70) Travel bureaus and transportation offices;
- (71) Upholstery shops;
- (72) Water softener sales and service;
- (73) Vehicle service centers;
- (74) Other retail sales and service uses which are similar in character to those enumerated in this subsection, and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare, and will not impair the use, enjoyment or value of any property, but not including any of the following uses:
 - (a) Any use permitted only in an IND District.
 - (b) Manufacturing and processing other than an accessory use customarily incidental to permitted commercial sales and service uses.
 - (c) Any use which is objectionable by reason of emission of odor, dust, smoke, gas, vibration or noise, or which may impose hazard to health or property.
- (75) Government use, as defined in section 4.

D. CONDITIONAL USES. Conditional uses in the C District shall include:

- (1) Any uses not specifically enumerated in Section 17 that can be considered commercial in character.
- (2) Machinery and equipment sales and service establishments for equipment under one and one-half (1-1/2) tons gross weight.

E. AREA; YARD; HEIGHT; AND LOT COVERAGE REQUIREMENTS. The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, [shall conform with the provisions of Section 22,] “Schedule of District Regulations,” and other applicable provisions of Section 23, “Supplementary District Regulations.”

F. AUTOMOBILE PARKING SPACE REGULATIONS. For parking space regulations, see Section 25.

G. SCREENING. In the C District, whenever a C use abuts an SF1, SF10, or SF75 use, a wall or fence of not less than six feet (6') shall be required. Natural screening may be substituted for a wall or fence upon approval of the City Council. Walls must be of masonry construction. Fences must be solid and of metal or wood material construction.

(Ordinance 135-87 adopted 4/14/87; Ordinance 579-16, sec. 6, adopted 12/15/15; Ordinance 643-18, sec. 6, adopted 9/28/18; Ordinance 776-23 adopted 1/26/2023)



*Case Report –Preliminary Plat Application – Loyd Property
Planning and Zoning Commission –March 14, 2024
City Council – March 28, 2024*

To: Mayor, City Council, Planning and Zoning Commission

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

Request: Consider and make a recommendation to City Council regarding a Preliminary Plat for the Loyd Property (Project 53), for 300 Residential Lots, 1 Lift Station lot, 4 Open Space Lots, 1 Public Park Lot, 1 General Retail Lot, 1 City Dedicated General Retail Lot, being 47.275 acres of land situated in the J. Bridges Jr. Survey, Abstract No. 36, within the City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas. The property is generally located west of FM 2931, north of Frontier Parkway, and east of the future Silverado Parkway.

Owner: Sandra Gay Loyd

Engineer: Kimley Horn (Matthew Duenwald, P.E.)

Application Date: February 14, 2024

Location: The property is generally located west of FM 2931, north of Frontier Parkway, and east of the future Silverado Parkway, within the City of Aubrey ETJ.

Zoning: N/A, the property is in the ETJ

Future Land Use Plan: Suburban Neighborhood

Current Use: Undeveloped, former excavation site

Analysis: On February 22, 2024, the Aubrey City Council approved an Extraterritorial Jurisdiction Development Agreement (ETJDA) for the property. The agreement included development regulations and the proposed Preliminary Plat is consistent with the agreement. The annexation and zoning of the property is anticipated to be completed in July 2024.

The plat consists of 47.275 acres for:

- 300 residential lots (30 feet X 120 feet-typical lot size)
- 1 Public Park Lot (±1.32 Acres)
- 4 Open Space Lots (±3.6 acres, including dog park)
- 1 Lift Station Lot (±0.1 acres)
- 1 General Retail Lot (±4.1 acres)
- 1 City Dedicated General Retail Lot (0.81 acres)

The **Single Family lots** shall be developed as outlined below:

<u>Regulation</u>	<u>Criteria</u>
Minimum Lot Size	3,000 S.F.
Minimum Lot Width (*)	30 feet
Minimum Lot Depth (**)	110 feet

Minimum Front Yard Setback	25 feet
Minimum Garage Setback	25 feet
Side Yard Setback (Interior Lot)	5 feet
Side Yard Setback (Corner Lot/Adjacent to ROW)	10 feet
Rear Yard Setback	15 feet
Maximum Height	35 feet
Minimum Structure Size	1,000 S.F.
Maximum Lot Coverage (***)	65 percent

- * Minimum Lot Width is measured along the front building line for all lots.
 - ** Minimum Lot Depth along a “knuckle” or “cul-de-sac” shall be 90 feet. Minimum Rear yard Setback along a “knuckle” or “cul-de-sac” shall be 5 feet.
 - *** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.
- Garages: Each single-family dwelling unit shall provide a minimum one stall garage.
- Regulations not identified in the ETJDA will be those of the SF75-Single Family Residential District.

The **General Retail lots** shall be developed in accordance with the General Retail District as outlined below:

1. The Northern Commercial tract shall be dedicated to the City, with a base zoning district of GR–General Retail and allow for Government Uses and Food Truck Park . The minimum lot depth shall be 100’ measured at the midpoint of the lot. No buffer yard along the northern property boundary is required.
2. Variety stores are prohibited. Variety stores are defined as a store which sells at retail, an assortment of physical goods, products, or merchandise directly to the consumer, including food or beverages for off-premises consumption, household products, personal grooming and health products, and other consumer goods.

Other provisions in the ETJDA related to platting include:

1. Increase in maximum block length to 1,400 LF for interior blocks and 2,000 LF for perimeter blocks;
2. Screening along Silverado Parkway shall be a masonry fence six (6) feet in height with masonry columns every 100 feet; and
3. Screening shall be provided between the single family and General Retail Lot 2-GR, Block A with a masonry fence six (6) feet in height with masonry columns every 100 feet.
4. A minimum of 30 off-street parking spaces shall be provided within the community to provide for guest parking.

Utilities:

Water and sanitary sewer service will be provided by Mustang Special Utility District.

Engineer Review:

The City Engineer has reviewed and approved the preliminary drainage, utility, and paving plans accompanying the Preliminary Plat.

Recommendation:

The Preliminary Plat for the Loyd Property is recommended for approval subject to the following conditions:

1. Provide for open space/park parking spaces as off-street spaces and not shared with the street right-of-way.

The Planning and Zoning Commission may recommend to the City Council

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

Attachments:

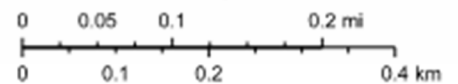
1. Location Map
2. Engineer's Summary
3. Loyd Property Concept Plan
4. ETJ Development Agreement (DRAFT)
5. Loyd Property Preliminary Plat and Preliminary Engineering Plans

Denton CAD Web Map



3/6/2024, 5:46:02 PM

1:9,028



Preliminary Plat

Loyd Property

© OpenStreetMap (and) contributors, CC-BY-SA

Denton County Appraisal District, BIS Consulting - www.bisconsulting.com
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey

Engineer's Summary Report Loyd Tract – Aubrey, TX

Project Description/Summary:

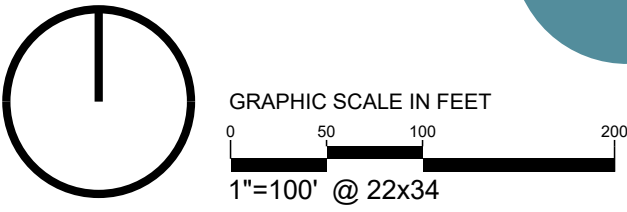
Loyd Tract is a 47 acre proposed development west of FM 2931, south of McNatt Road and north of Gold Pan Trail. The property composing the development is located within the City of Aubrey's ETJ. Because this property is located within the ETJ there is no zoning. However, there is a Development Agreement that has been proposed to the city for the project that outlines development standards and regulations.

Residential lot types will consist of 30'x110' as established in the Development Agreement. 300 residential lots are currently proposed in the Preliminary Plat.

The development will be served by Mustang SUD for water and sewer by connecting to existing lines and stubs. Sanitary sewer flow will be directed to a proposed lift station within the project. A force main will then flow east to FM 2931 and south along Frontier Parkway. This force main will connect to an existing gravity sanitary sewer line that flows south to the UTRWD metering manhole and ultimately into the Riverbend Wastewater Treatment Plant. For water connections, the onsite water lines will connect to an existing 18" water line that runs along FM 2931.

CoServ has sent Kimley-Horn a will-serve letter marking intent to provide electric and gas services to the development. It is expected that AT&T will provide cable and telephone services (will-serve letter to be provided to City when it is received).

Storm water drainage will be directed to an on-site retention pond which will release offsite along the northern boundary of the property. Since retention is being proposed and there is no on-site FEMA floodplain, a flood study is not anticipated.

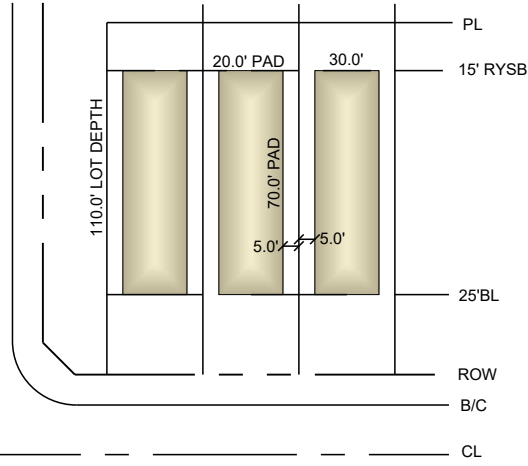


Land Use Acreage Summary

Single-Family Residential	34.8	73.7%
Commercial	4.1	8.7%
Open Space	3.6	7.7%
City Dedication	2.1	4.5%
ROW Dedication	0.3	0.6%
Lift Station	0.1	0.3%
Retention	2.1	4.5%
Total	47.2	100.0%

Lot Type Summary

30'x110'	300	100.0%
Total	300	100%



STANDARD 30' x 110' LOT

- NOTES:
- THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
 - FLOOD PLAN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS.
 - AERIAL IMAGE BY NEARMAP, COPYRIGHT 2024.

EXHIBIT C
Loyd Property
Aubrey, Texas
Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, TX 75240
P 972-770-1300, F 972-239-3820
State of Texas Registration No. F-928

February 2024

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and between Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “Owner”), and the City of Aubrey, Texas (the “City”), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement (“Effective Date”).

RECITALS

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

WHEREAS, the City is a home rule municipality organized under the laws of the State of Texas located within Denton County; and

WHEREAS, Owner and the City (which are sometimes individually referred to as a “Party” and collectively as the “Parties”) desire to enter into this Agreement; and

WHEREAS, Owner is under contract to purchase approximately 47.3 acres of real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** attached hereto (the “Property”); and

WHEREAS, the Property is currently located in the City’s extraterritorial jurisdiction (“ETJ”) and is not located in any other City’s ETJ or corporate limits; and

WHEREAS, the Owner does not intend to take any action to request or cause the removal of the Property from the City’s ETJ and Owner intends to cause the Property to be voluntarily annexed into the City’s corporate limits and develop the Property as a master planned single family residential community with some commercial uses (the “Development”) in accordance with the concept plan attached hereto as **Exhibit C** (the “Concept Plan”) and the development standards set forth in those certain proposed development standards attached hereto as **Exhibit D** (the “Development Standards”); and

WHEREAS, Mustang Special Utility District (“Mustang”) holds the certificates of convenience and necessity (the “CCNs”) to provide retail water and wastewater service to the Property and the Parties intend for Mustang to provide retail water and wastewater service to the Property; and

WHEREAS, the Development will require the construction of certain onsite and offsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping and trail systems; and land for all of the improvements (collectively, the “Public Improvements”), as detailed in **Exhibit E** attached hereto; and

WHEREAS, in consideration of Owner’s agreements contained herein, the City is agreeable to creating a public improvement district (“PID”) encompassing the Property to finance a portion of the cost of the Public Improvements in accordance with the provisions of this Agreement; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Bond Indenture under which PID Bonds are issued, is agreeable to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the estimated cost of authorized Public Improvements as more specifically identified herein and referred to as the “Authorized Improvements” and the costs associated with the administration of the PID and the issuance of the PID Bonds); and (iii) issue, in multiple series, if necessary, up to a maximum of **FIFTEEN MILLION AND NO/100 DOLLARS (\$15,000,000.00)** principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as described herein; and

WHEREAS, the creation of a PID encompassing the Property will allow for greater amenities and public improvements to be provided to serve the Property; and

WHEREAS, after creation of the PID, all of the City’s administrative costs associated with the PID will be funded by the levy of PID assessments on the Property in accordance with the PID Act; and

WHEREAS, this Agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code and it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon the development of the Property, which shall survive annexation of the Property.

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

ARTICLE I **GENERAL TERMS AND DEFINITIONS**

1.1 **Recitals.** The recitals to this Agreement are incorporated herein for all purposes.

1.2 **Definitions.** Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Assessment Ordinance means the ordinance approved by the City Council that levies Assessments on the Property in accordance with the PID Act to pay for the costs of the Authorized Improvements set forth in the SAP as well as the costs associated with the issuance of the PID Bonds, which provide a special benefit to the Property.

Authorized Improvements means the water, sewer, drainage, and roadway infrastructure and facilities needed to serve and fully develop the Property and to be constructed by the Owner on behalf of the City, including but not limited to the Public Improvements included in **Exhibit E** attached hereto and included in the approved Service and Assessment Plan.

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

Building Codes means building, plumbing, electrical, mechanical, fire, and property maintenance codes adopted by the City and uniformly enforced within the City's corporate boundaries, in effect as of the date a building permit is requested.

CCN or CCNs mean certificates of convenience and necessity.

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

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Dedicated Public Improvements is defined in Section 4.3.

Closing or Closing Date means a date on or before December 15, 2024 upon which Owner purchases the Property in fee simple.

Concept Plan means the concept plan attached hereto as **Exhibit C**.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Eminent Domain Fees is defined in Section 4.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Final Plat means the final plat for the Property approved by City.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Improvements and for which a final plat has been approved by the City and recorded in the real property records of Denton County.

Governing Regulations has the meaning set forth in Section 2.1 of this Agreement.

Impact Fee means water, sewer, and/or roadway or other impact fees adopted by the City via ordinance pursuant to State law, which shall be due and payable to the City in accordance with

the City's applicable ordinances, each individually referred to as "Water Impact Fee, "Sewer Impact Fee" or "Roadway Impact Fee".

Mustang means Mustang Special Utility District,

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 9.1.

Parties means the Owner and the City.

Party means the Owner or the City.

PID means the Public Improvement District encompassing the Property to be created by the City pursuant to the PID Act.

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

PID Assessment(s) or Assessment(s) means a special assessment levied by the City within the PID pursuant to the PID Act, pursuant to an Assessment Ordinance, to pay for a specific portion of the PID Project Costs.

PID Bonds means the assessment revenue bonds issued by the City through the PID to finance the Authorized Improvements that are constructed for the benefit of the PID and are secured solely from the Assessment Revenues.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

PID Service and Assessment Plan means the PID service and assessment plan adopted by City Council, as may be amended or updated annually, to assess allocated costs of improvements against the Property located within the boundaries of the PID, and which has terms, provisions and findings approved and agreed to by Owner and the City in accordance with the PID Act.

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

Public Improvements means those onsite and offsite public improvements intended to serve and benefit the Property as detailed in **Exhibit E** attached hereto, as may be amended from time to time, which are permitted to be funded under the PID Act and shall be further described in the service and assessment plan to be prepared for the PID, or as identified in the Final Plat

Reimbursement Agreement means the agreement as authorized by the PID Act which provides for the reimbursement to Owner for those costs of design, engineering, acquisition and

construction of the Public Improvement paid by Owner and providing for the issuance of PID Bonds to reimburse Owner for the costs of the Public Improvements paid by Owner.

Roadway Facilities means arterial or collector streets or roads that have been designated on the city's officially adopted Master Thoroughfare Plan and the City's adopted Capital Improvement Plan, together with all necessary appurtenances.

Subdivision Regulations means the City's current subdivision ordinance and all amendments thereto.

Water and Wastewater Public Improvements shall mean the water and wastewater public infrastructure identified on the approved Final Plat as part of the system owned and operated by Mustang Special Utility District, constructed by Owner and dedicated to Mustang.

ARTICLE II **DEVELOPMENT REGULATIONS**

2.1 Governing Regulations. Development of the Property shall be governed solely by the following (collectively, the "Governing Regulations"):

- (a) the Concept Plan attached hereto as **Exhibit C**, as amended from time to time in accordance with this Agreement;
- (b) the Development Standards attached hereto as **Exhibit D**;
- (c) the Subdivision Regulations;
- (d) the Building Codes;
- (e) approved Final Plats for all or a portion of the Property; and
- (f) applicable federal and state regulations.

2.2 Enforcement of Regulations.

(a) The City will enforce the Subdivision Regulations and the Building Codes on the Property in the same manner in which the codes are enforced upon other property within the City's corporate boundaries, except as modified herein.

(b) The City will enforce the Governing Regulations on the Property in the same manner in which duly enacted zoning regulations are enforced within the City's corporate boundaries, except as expressly modified herein. The Property shall be subject to all ordinances of the City upon annexation.

(c) Prior to sale of any lot within the Property, the building material requirements provided in **Exhibit F** hereto shall be filed by Owner as a deed restriction to ensure compliance with such building material regulations.

2.3 Homeowner's Association Required.

(a) Owner shall create a sustainable and mandatory homeowner's association for the Property that requires membership by all of the owners of a lot within the Property that is subject to the special assessments being levied related to the PID (the "HOA").

(b) The HOA shall own and be responsible for the maintenance of any private streets, appurtenances, and open spaces/common areas, HOA owned lots, such as entry medians, amenities, and facilities within the Property.

(c) The HOA shall have covenants and bylaws, which must be approved by the City. The HOA shall require the payment of dues and assessments to maintain any private streets and common areas and facilities. The HOA covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the homeowner's association must be recorded with the County Clerk for Denton County.

(d) Pursuant to Section 4.2, the HOA shall collect and remit to the City the Solid Waste Fees (defined below).

2.4 Conflicts.

(a) In the event of any conflict between this Agreement and any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control.

(b) In the event of any conflict between the Development Standards and any other part of the Governing Regulations, the Development Standards shall control.

ARTICLE III
DEVELOPMENT CHARGES; OVERSIZING; IMPACT FEES; OPEN SPACE

3.1 Development Charges. Except as specifically described below, Owner shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City whether in effect on the date of this Agreement or implemented at a later date.

3.2 Oversizing. The City shall be responsible for all costs of any change to increase the size of any portion of the roadway and storm water Public Improvements to a size greater than is necessary to serve the Development. Oversizing shall be at the sole discretion of the City as determined necessary by the City to meet the City's present or future capacity needs.

3.3 Impact Fees. The City shall collect and retain all applicable Impact Fees generated from building permits on the Property. Impact Fees shall be assessed at the time of platting and collected by the City at the time of issuance of a building permit. Notwithstanding the foregoing or anything herein to the contrary, to the extent that Owner constructs Roadway Facilities that are eligible for Roadway Impact Fee reimbursement to Owner pursuant to City Ordinance and State law (the “Eligible Roadway Facilities”), the Roadway Impact Fees collected by the City for such Eligible Roadway Facilities shall be remitted to Owner. Owner and the City agree that once Owner has been reimbursed for its actual costs of Eligible Roadway Facilities for the Project, the City shall continue to collect Impact Fees but no longer remit such Roadway Impact Fees to Owner.

3.4 Open Space. The City agrees that Owner shall be allowed to plan and design open spaces to be compliant with the open spaces designated on the Concept Plan attached hereto as **Exhibit C**. The City and Owner further agree that a minimum of five (5) acres shall be designated as open spaces, including the detention pond, as shown on **Exhibit C** attached hereto. Owner further agrees to dedicate at no cost to the City the community playground, private open space, and trails shown on **Exhibit C** (the “City Dedications”).

3.5 Park Land Dedication and Park Development Fees. Owner agrees to construct such parks, landscaped and/or open space, and other recreational facilities as shown on the Concept Plan attached hereto as **Exhibit C**. Notwithstanding anything contained within Section 5, “Park Land and Public Facility Dedication” of Article 4, “Public Sites and Open Spaces” of the City’s Subdivision Ordinance (hereinafter “Section 5”) to the contrary, the City agrees that, as consideration for Owner’s dedication to the City of the City Dedications detailed in Section 3.4 and the Dedicated Tract (hereinafter defined) detailed in Section 3.6, Owner shall not be obligated to dedicate any additional land to the City or pay any fees in lieu of dedication. Owner shall, however, pay Park Development Fees in the amount of \$1,500.00 per dwelling unit pursuant to Section 5. The amount of land dedicated or cash payment in lieu of such land dedication and the amount of Park Development Fees paid by Owners hereunder has been negotiated by the Parties. All payments due under this Section 3.5 shall be paid by Owner and all land to be dedicated under this Section 3.5 shall be transferred via special warranty deed to the City prior to the City’s filing of the Final Plat. Prior to Owner’s dedication of any land to the City in accordance with this Section 3.5, Owner shall not encumber such parcels and shall furnish documentation acceptable to the City upon request by City.

3.6. Dedication of Site. Owner has agreed to dedicate at no cost to City an approximate 0.81 acre tract of land identified on the Concept Plan attached hereto as **Exhibit C**, (the “Dedicated Tract”), for use by City for any general municipal purpose or for economic development purposes. The use of the Dedicated Tract for either general municipal purposes or economic development purposes shall be in the sole discretion of the City, and the City in its sole discretion may: (i) retain the Dedicated Tract for municipal purposes or economic development purposes; (ii) transfer ownership of the Dedicated Tract to the Aubrey Municipal Development District with the restriction that the Dedicated Tract shall be used for economic development purposes; or (iii) transfer ownership of the Dedicated Tract to a third party pursuant to an agreement entered into under Chapter 380 of the Texas Local Government Code for economic development purposes. Prior to dedication of the Dedicated Tract to the City, Owner shall not encumber the Dedicated Tract and shall furnish documentation acceptable to the City upon request by City.

ARTICLE IV
WATER AND SEWER SERVICE; OTHER PUBLIC SERVICES; PUBLIC
IMPROVEMENTS; DEDICATION OF PUBLIC LAND

4.1 Water and Sewer Service; Billing. Mustang shall be the retail provider of water and sewer service under water CCN No. 11856 and sewer CCN No. 20930 to the customers located within the Property.

4.2 Solid Waste Services. Owner agrees that solid waste and recycling services to the Property shall be provided by City's approved solid waste franchise service provider pursuant to the terms of the City's approved franchise ordinance and agreement (the "Franchise Agreement"), and that fees due under the Franchise Agreement shall be billed to the Property (the "Solid Waste Fees"). Billing services for collection of Solid Waste Fees are provided by Mustang as part of Mustang's billing process for water and sewer service, and Solid Waste Fees are remitted to City in accordance with a separate interlocal agreement between the City and Mustang (the "City/Mustang ILA"). In the event that the City/Mustang ILA terminates, within forty-five (45) days of receipt of the City's written request, Owner shall cause the HOA to enter into a written agreement with City to provide for collection and remittance of Solid Waste Fees.

4.3 Public Improvements. The City and Owner hereby agree that all Water and Wastewater Public Improvements shall be designed, constructed and installed by Owner in compliance with Mustang's rules and regulations. Except as otherwise expressly provided for in this Agreement, all Roadway Facilities, including without limitation roadway and storm water improvements, and other Public Improvements, excluding Water and Wastewater Public Improvements (the "City Dedicated Public Improvements"), shall be designed, constructed and installed by Owner in compliance with the Governing Regulations. Construction and/or installation of Roadway Facilities and storm water Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City in accordance with standard City procedures, and City has received written notice from Mustang that specifications for all Water and Wastewater Public Improvements have been approved by Mustang. Owner shall provide or cause a single general contractor to provide a two-year maintenance bond following completion of the City Dedicated Public Improvements, which bond shall run in favor of the City responsible for maintenance of the City Dedicated Public Improvements. To the extent easements or rights-of-way are needed within the Property for City Dedicated Public Improvements, they shall be dedicated by Owner to the City at no cost to the City. The City Dedicated Public Improvements shall be installed within easements granted to the City or in the public right of way. The size of the City Dedicated Public Improvements shall be sized as finally determined by the City's engineer and could vary from the estimated sizes reflected in Exhibits E, and any costs associated with oversizing such City Dedicated Public Improvements to serve property outside the Development will be borne by the City.

4.4 Inspections, Acceptance of Public Improvements.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Improvements, and any related Public Improvements necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements,

including design and construction criteria, and the Governing Regulations. Owner shall pay infrastructure inspection fees in accordance with the City of Aubrey Code of Ordinances. All City Dedicated Public Improvements shall be dedicated to and become the property of City upon City's final acceptance of such improvements, and after final acceptance and expiration of any warranty period, shall be maintained by City in accordance with the terms of this Agreement. Roadway improvements include storm drainage infrastructure, sidewalks, traffic control devices and signage.

(b) Water and Wastewater Public Improvements. Mustang shall have the sole right to inspect the construction of all Water and Wastewater Public Improvements and the sole obligation to maintain all Water and Wastewater Public Improvements after acceptance.

(c) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(d) City Owned. From and after the inspection and acceptance by the City of the City Dedicated Public Improvements and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Mustang Owned. Pursuant to the provisions of Section 372.023 of the PID Act, the City does consent to and approve of Owner conveying to Mustang all water and wastewater Public Improvements which are a part of the Authorized Improvements. From and after the inspection and acceptance by Mustang of the water and wastewater Public Improvements, such improvements shall be owned and maintained by Mustang.

(f) Approval of Plats/Plans. All plats, permits, plans, designs or specifications shall be subject to review and approval by the City in accordance with standard City processes upon payment of applicable fees and shall be in accordance with the Governing Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Owner pursuant to this Agreement or pursuant to the Governing Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the Governing Regulations. Notwithstanding anything contained herein to the contrary, the City acknowledges that Owner may seek pump and haul services from Mustang until such time that the wastewater Public Improvements are completed to serve the Property, and the City hereby agrees not to withhold its approval of any plats, permits, plans, designs, specifications, certificates of occupancy, or any other approvals for which the City has authority pursuant to this Agreement due to such wastewater Public Improvements not yet being complete at the time of such approval.

Owner further agrees that the City shall have no responsibility with respect to such pump and haul services.

4.5 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the City Dedicated Public Improvements. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, the Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees and costs of acquisition, including payment of landowner attorney fees as required by law or ordered by a Court (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Improvements can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. The City is not required to continue pursuing the eminent domain unless and until the Owner deposits additional Eminent Domain Fees with the City. In the event that Owner fails to fund the escrow account and/or due to changed circumstances the third-party rights-of-way, consents, or easements are no longer required such that City ceases eminent domain proceedings and such cessation of proceedings results in an obligation for the City to pay attorneys fees or other costs related to or arising out of the eminent domain proceedings, Owner shall pay all such fees and costs to City within five (5) business days of written notice from City of the amounts due as a result of such cessation. Any unused escrow funds will be refunded to the Owner within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

4.6 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Improvements or any portion thereof, Mustang shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Improvements or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common

improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the Governing Regulations.

4.7 On-Site Rights-of-Way and Easements. Owner will transfer to the City any on-site rights-of-way and on-site easements necessary for Public Improvements at the time of adjacent development, or within one hundred twenty (120) days of the City requesting same for a City project.

ARTICLE V **TERM**

The term of this Agreement shall be for a period of thirty (30) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding the foregoing or anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if Owner does not close on the purchase of the Property by December 15, 2024, or if Owner notifies the City in writing prior to December 15, 2024 that it will not purchase the Property.

ARTICLE VI **ANNEXATION AND POST-ANNEXATION MATTERS**

6.1 Annexation. Within ten (10) days after the Closing Date, , Owner agrees to submit or to cause the submission of a voluntary annexation petition for the Property. Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, Owner shall execute another voluntary annexation petition for the Property within ten (10) days of being requested to do so. Prior to annexation of the Property, the City shall have considered this Agreement, shall have submitted to Owner, and Owner shall review and approve, and this annexation service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Owner.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Governing Regulations and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Governing Regulations and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent the Governing Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
INFRASTRUCTURE FINANCING

7.1. PID Financing. Subject to the provisions of this Agreement and subsequent to the Closing Date, the City agrees to create the PID, and to consider the funding of all or a portion of the Public Improvements that will confer a special benefit upon the Property. As soon as reasonably practicable following creation of the PID and a request by Owner, and subject to Section 7.3 below, the City agrees to issue PID Bonds.

(a) The Owner will submit a PID creation petition to the City after the Closing Date.

(b) PID funding of certain Public Improvements as authorized by the PID Act and approved by the City will include, to the maximum extent authorized by State law, one or more of the following: (i) annual payments by the City to the Owner of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties.

(c) The Public Improvements to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The City and the Owner will jointly determine the PID Project Costs (which shall not include City right-of-way acquisition costs) and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a Reimbursement Agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the terms set forth in Section 7.3 and upon the adequacy of the bond security and the financial obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 PID Notices. When selling any of the Property, Owner shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, such Owner shall require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

7.3 PID Bond Issuance. Owner may request issuance of PID Bonds by filing with the City a list of the PID Projects to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such PID Projects. Owner acknowledges that the City may require a professional services agreement that obligates Owner to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bond Proceeds. The issuance of each series of PID Bonds is subject to the following conditions, as applicable, and subject to this Article VII:

(1) the adoption or amendment of the Service and Assessment Plan and an Assessment Ordinance levying assessments on all or any portion of the Property benefitted by such PID Projects in amounts sufficient to pay all costs related to such PID Bonds;

(2) the aggregate principal amount of all PID Bonds issued and to be issued for the PID shall not exceed FIFTEEN MILLION AND NO/100 DOLLARS (\$15,000,000.00) as shown on Exhibit E, except that said not-to-exceed amount may be adjusted based on actual interest rates and/or assessed values, subject to the limitations prescribed by this Section;

(3) the PID Bond Proceeds from each series of PID Bonds shall be in an amount estimated to be sufficient to fund the PID Projects for which such PID Bonds are being issued;

(4) if requested by the City, delivery by Owner to the City of a certification or other evidence from an independent appraiser or other professional acceptable to the City confirming that the special benefits conferred on the properties being assessed for the PID Projects increase the value of the property by an amount at least equal to the amount assessed against such property;

(5) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas;

(6) Owner is current on all taxes, assessments, fees and obligations to the City, including without limitation payment of Assessments;

(7) Owner is not in default under this Agreement or, with respect to the Property, any other agreement to which Owner and the City are parties;

(8) no outstanding PID Bonds are in default and no reserve funds have been drawn upon that have not been replenished;

(9) review and approval by the City of the plats and construction plans for the PID Projects for which the respective series of PID Bonds are being issued to fund;

(10) the Administrator has certified that the specified portions of the costs of the PID Projects to be paid from PID Bond Proceeds are eligible to be paid therewith;

(11) the PID Projects to be financed by the PID Bonds have been or will be constructed according to the Development Standards;

(12) the City has determined, in consultation with the City's Bond Counsel and Financial Advisor, that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, and that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds;

(13) simultaneous with closing the PID Bonds, Owner shall either (i) fund or cause the funding of or (ii) provide evidence of financial security sufficient to fund the Authorized Improvements to the extent that the Authorized Improvements have not already been completed and paid for to the extent that the PID Bonds are insufficient to fund such Authorized Improvements;

(14) the City has determined, in consultation with the City's Financial Advisor, that the amount of proposed PID Assessments and the structure, terms, conditions, and timing of the issuance of the PID Bonds are suitable and reasonable for the PID Project Costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy;

(15) the City has determined, in consultation with the City's Bond Counsel and Financial Advisor, that the method of sale, investor suitability requirements, minimum bond denominations, and bond transferability restrictions are reasonable and meet all regulatory and legal requirements applicable to the issuance of the PID Bonds;

(16) the maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof;

(17) the final maturity for any PID Bonds shall be not later than 45 years from the date of this Agreement;

(18) no information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City;

(19) Owner agrees to provide periodic information and notices of material events regarding Owner and Owner's development of the Property within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any Owner Continuing Disclosure Agreement;

(20) Owner is not in default under a Owner Continuing Disclosure Agreement;

(21) the maximum tax equivalent assessment rate for the assessment levy shall not exceed the greater of (i) \$0.54 per \$100 of projected buildout taxable assessed value per parcel, or (ii) an amount equal to \$1.00 minus the City's ad valorem tax rate per \$100.00 of projected buildout taxable assessed value per parcel;

(22) for the issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded and the maturity of the PID Bonds refunded;

(23) the City's consulting engineer determines that the PID Projects Cost shown on **Exhibit E**, as updated and amended, are reasonable;

(24) except for the first phase of the Development, Owner has completed and the City has accepted the PID Projects for the previous phase of the Development.

7.4. Qualified Tax-Exempt Status.

(a) Issuance of PID Bonds Prior to City Obligations.

(1) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its financial advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately thirty (30) days prior to the date of the pricing of the PID Bonds (the "Estimated Costs"). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non-qualified tax exempt obligations ("non-QTEO"). Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Owner in an amount equal to the Estimated Costs. Owner, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) fifteen (15) business days after the date of said invoice, or (ii) five (5) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until Owner has paid the invoice related to the PID Bonds then being issued.

(2) Upon the City's approval of the City Obligations, the financial advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph.

(b) Issuance of City Obligations Prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the financial advisor, shall calculate the Estimated Costs based on the market conditions as they exist approximately twenty (20) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Owner: (1) in an amount equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Developer, in turn, shall remunerate to the City the amount shown on said invoice at least five (5) days prior to the pricing date indicated on the invoice. If Developer fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, the financial advisor shall calculate the actual Additional Costs to the City of issuing non-QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to Developer of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to Developer. If the Additional Costs are more than the Estimated Costs, Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice.

(3) To the extent any developer(s) or property owner(s) (including Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including Owner, as applicable) as necessary so as to put all developers and property owners (including Developer, if applicable) so paying for the same calendar year in the proportion set forth in subsection (d), below, said reimbursement to be made by the City within fifteen (15) business days after its receipt of such subsequent payments of such Additional Costs.

(4) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and Owner shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of Developer's portion has already been paid to the City

under this provision, then such excess of Additional Costs shall be reimbursed to Owner. The portion owed by Owner shall be determined by dividing the total proceeds from any debt issued on behalf of Owner in such calendar year by the total proceeds from any debt issued by the City for the benefit of all developers (including Developer) in such calendar year.

ARTICLE VIII **EVENTS OF DEFAULT; REMEDIES**

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX **ASSIGNMENT AND ENCUMBRANCE**

9.1 Assignment by Owner to Successor Owners.

(a) After the Closing Date, Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an “Owner Assignee”) that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the “Owner” and a “Party,” and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within fifteen (15) days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least fifteen (15) days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within fifteen (15) days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Encumbrance by Owner and Assignees. Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or

otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement, and for which notice of assignment has been provided in accordance with this Agreement, shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

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

ARTICLE X

RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Denton County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a Fully Developed

and Improved Lot (an “End-Buyer”) and shall not negate the End-Buyer’s obligation to comply with the City’s Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Developer shall pay the City \$500 at the time of the Developer's request for an estoppel certificate for each request in excess of one (1) per calendar year.

ARTICLE XI **ADDITIONAL PROVISIONS**

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

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

Attn: City Manager
City of Aubrey, Texas
107 S. Main Street
Aubrey, TX 76227

With a copy to:

Attn: Patricia Adams
City Attorney
Messer Fort, PLLC
6371 Preston Road
Suite 200
Frisco, Texas 75034
Email: patricia@txmunicipallaw.com

To the Owner:

Attn: Greg Urech
Lennar Homes of Texas Land and Construction, Ltd.

1707 Market Place Boulevard, Suite 100
Irving, Texas 75063
Email: Greg.Urech@Lennar.com

With a copy to:

Attn: Mindy L. Koehne
Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
Email: mkoehne@coatsrose.com

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

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

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

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

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

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

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

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

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Public Improvements
Exhibit F	Building Materials Requirements

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

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that

will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

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

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

11.17 City Acknowledgment of Receipt of 1295 Form. Pursuant to Texas Government Code Section 2252.908, the City hereby acknowledges that Owner has delivered to the City signed and completed Texas Ethics Form 1295 and certifications of filing with the Texas Ethics Commission.

11.18 Certifications. Owner certifies:

- (a) Pursuant to Texas Government Code Chapter 2271, as amended, Owner verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Owner, its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term “boycott Israel” as used in this paragraph has the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended; and
- (b) Pursuant to Texas Government Code, Chapter 2252, as amended, Owner represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Owner, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session, and redesignated by House Bill 4595, 88th Texas Legislature, Regular Session), Owner certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

- (d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), Owner certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

[signatures on following pages]

EXECUTED by the City and Owner on the respective dates stated below.

Date: _____

CITY OF AUBREY, TEXAS

By: _____
Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM

Patricia Adams, Attorney for City

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by Chris Rich, the Mayor of the City of Aubrey, Texas, on behalf of said City.

(SEAL)

Notary Public in and for the State of Texas

DEVELOPER:

LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD.,
a Texas limited partnership

By: U.S. Home LLC,
a Delaware limited liability company
its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of U.S. Home LLC, a Delaware limited liability company, General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said limited partnership.

Notary Public in and for the State of Texas

(SEAL)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the J. Bridges Jr. Survey, Abstract No. 36, City of Aubrey ETJ, Denton County, Texas, and being the remainder of a called 53.35 acre tract of land described in a deed to Sandra Gay Loyd, as recorded in Instrument No. 2015-76654 of the Official Records of Denton County, Texas, and affected by Termination/Reconveyance of Life Estates recorded in Instrument No. 2023-106643 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 53.35 acre tract, common to the northeast corner of Silverado Phase 6, according to the plat thereof recorded in Instrument No. 2021-153 of the Official Records of Denton County, Texas, same being on the current westerly right of way line of F.M. 2931, a variable width right of way;

THENCE North 88°56'21" West, departing the current westerly right of way line of said F.M. 2931, along the southerly line of said 53.35 acre tract, the northerly line of said Silverado Phase 6 and the northerly line of Silverado Phase 7, according to the plat thereof recorded in Instrument No. 2021-242 of the Official Records of Denton County, Texas, a distance of 2,464.96 feet to the southwest corner of said 53.35 acre tract, common to the northwest corner of said Silverado Phase 7, being on the easterly line of a tract of land described as Parcel 2, Tract 3 in a deed to Aubrey Aggregates LLC, as recorded in Instrument No. 2017-115329 of the Official Records of Denton County, Texas, and on the easterly line of a 50 foot wide City of Aubrey Easement and Right of Way recorded in Instrument No. 2020-76205 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod found for witness bears North 25°02' East, 0.21 feet;

THENCE North 02°01'46" East, along the westerly line of said 53.35 acre tract, the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, a distance of 933.89 feet to the northwest corner of said 53.35 acre tract, common to the southwest corner of a called 55.30 acre tract of land described in a deed to ALCM Construction, LLC, as recorded in Instrument No. 2019-139804 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for witness bears North 73°40' West, 0.23 feet;

THENCE South 89°20'47" East, departing the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, along the northerly line of said 53.35 acre tract, the southerly line of said 55.30 acre tract, and the southerly line of Pecan Creek Addition, Phase 1, according to the plat thereof recorded in Document No. 2020-349 of the Plat Records of Denton County, Texas, a distance of 1,606.55 feet to a 1/2 inch iron rod found for the northwest corner of a called 6.095 acre tract of land described in a deed to Britt Allen Loyd and April Diane Loyd, as recorded in Instrument No. 2018-15410 of the Official Records of Denton County, Texas;

EXHIBIT B
DEPICTION OF THE PROPERTY



EXHIBIT C
CONCEPT PLAN



EXHIBIT D
DEVELOPMENT STANDARDS

1.1 Development Standards

The purpose and intent of these Development Standards are to provide quality subdivision development with residential uses for the Property. Capitalized terms not otherwise defined in Exhibit D have meanings given such terms in the Development Agreement to which Exhibit D is attached.

All streets, sidewalks, drainage ways, water and sewer lines, and improvements shall be designed, placed, and constructed in accordance with the Standard Specifications for City of Aubrey, North Central Texas Council of Government (NCTCOG), with all amendments thereto, except as amended or directly conflicted by these Development Standards. To the extent that there is a direct conflict between the regulations herein, and those found elsewhere, the regulations found herein shall control development within this property.

1.2 General Regulations

- a. All regulations for The Loyd Property not redefined by these Planned Development Standards shall conform to the regulations set forth in the City of Aubrey Zoning Ordinance with base zoning SF75 – Single Family Residential District and GR – General Retail.
- b. The Loyd Property shall comply with the Subdivision Ordinance as it exists on the effective date of this agreement, or as amended.
- c. A homeowners association shall be established and shall be responsible for the ownership and maintenance of all Common Areas.
- d. The maximum number of single-family residential lots within this development shall be 300. The layout for this development is shown on Exhibit C, Concept Plan.
- e. Residential street sections shall be 31' B-B and commercial collector streets shall be 37' B-B.
- f. Early Grading Permit. Owner will be granted an early grading permit following the submission of the following to the City: response to the first round of civil engineering comments and the SWPPP. Owner acknowledges the grading permit is an “at-risk” permit, and that revisions to the civil engineering drawings and grading operations due to subsequent City comments or revisions by Engineer of Record may be necessary.
- g. Construction Permit. The City shall review and approve construction plans prior to annexation, zoning, and preliminary plat approval. Owner may commence construction prior to annexation, zoning, and preliminary plat approval, so long as such construction is consistent with the terms of the Development Agreement and associated exhibits; however, final acceptance by the City of any improvements shall not occur until after annexation, zoning, and preliminary plat approval have occurred.
- h. A minimum of 30 off-street parking stalls shall be provided throughout the development.

1.3 Planned Development Regulations.

Single-Family. The following regulations will govern the design and development of the Property. The following lot standards shall apply:

a) SF-75 or as outlined herein:

Regulation	Criteria
1. Minimum Lot Size -	3,000 S.F.
2. Minimum Lot Width (*) -	30 feet
3. Minimum Lot Depth (**) -	110 feet
4. Minimum Front Yard Setback -	25 feet
5. Minimum Garage Setback -	25 feet
6. Side Yard Setback (Interior Lot) -	5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW) -	10 feet
8. Rear Yard Setback -	15 feet
9. Maximum Height -	35 feet
10. Minimum Structure Size -	1,000 sf
11. Maximum Lot Coverage (***) -	65 percent

* Minimum Lot Width is measured along the front building line for all lots.

** Minimum Lot Depth along a “knuckle” or “cul-de-sac” shall be 90 feet. Minimum Rear yard Setback along a “knuckle” or “cul-de-sac” shall be 5 feet.

*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

Garages: Each single-family dwelling unit shall provide a minimum one stall garage.

Commercial. This tract is intended to accommodate nonresidential uses following the City of Aubrey’s GR – General Retail zoning classification.

- a. Permitted Uses – The commercial tract shall develop under the provisions of the GR – General Retail Zoning District as outlined in Zoning Ordinance No. 135-87, as it currently exists, or as amended.
- b. The Northern Commercial tract shall be dedicated to the City, with a base zoning district of GR – General Retail and allow for Government Uses and Food Truck Park . The minimum lot depth shall be 100’ measured at the midpoint of the lot. No buffer yard along the northern property boundary is required.
- c. Variety stores are prohibited. Variety stores are defined as a store which sells at retail, an assortment of physical goods, products, or merchandise directly to the consumer, including food or beverages for off-premises consumption, household products, personal grooming and health products, and other consumer goods.

1.4 Block Lengths

The following block length requirements shall apply to the subject development. In general, intersecting streets determining the block length 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 those enumerated below. 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.

- a. Interior Block Length – No block face may be longer than fourteen hundred feet (1400’); however, Open Space with a width greater than forty feet (40’) will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.
- b. Perimeter Block Length – Along the perimeter of the property the block face may be extended to two-thousand feet (2000’); however, Open Space with a width greater than forty feet (40’) will be deemed to terminate a block face. Block face is measured along the Right-of-Way line.

1.5 Front Yard Landscaping Minimum Requirements. The following landscaping requirements shall apply to the subject development for all front yards.

1. Trees. A minimum of one (1) – three-inch (3”) caliper tree shall be provided measured twelve-inches (12”) from the ground. The following tree shall be acceptable:
 - a. Pecan
 - b. Cedar Elm
 - c. Texas Red
 - d. Southern Live Oak
 - e. Bur Oak
 - f. Western Soapberry
 - g. Texas Ash
 - h. American Elm
 - i. Chinkapin Oak
 - j. Lacey Oak
 - k. Shumard Red Oak
 - l. Caddo Sugar Maple
 - m. Bald Cypress
 - n. Chinese Pistache
 - o. Lacebark Elm
 - p. Southern Magnolia
2. Shrubs. A minimum of ten (10) three-gallon to five-gallon shrubs shall be provided. The following shrubs and ornamental grasses shall be acceptable:
 - a. Agarita
 - b. American Beautyberry

- c. Coral Berry
 - d. Texas Nolina
 - e. Red Yucca
 - f. Skeletonleaf
 - g. Goldeneye
 - h. Texas Sage
 - i. Japanese Barberry
 - j. Pampas Grass
 - k. Compact Abelia
 - l. Glossy Abelia
 - m. Nellie R. Stevens Holly
 - n. Dwarf Buford Holly
 - o. Dwarf Yaupon
 - p. Autumn Sage
 - q. Mexican Bush Sage
 - r. Russian Sage
 - s. Japanese Privet
 - t. Variegated Privet
 - u. Japanese Boxwood
 - v. Indian Hawthorn
 - w. Rosemary
 - x. Pink Muhly
 - y. Mexican Feather Grass
 - z. Purple Fountain Grass
 - aa. Sea Green Juniper
 - bb. Yucca
3. Lawn. Sod is required.
4. Irrigation. Irrigation is required.

1.6 Exterior Wall Masonry

- a. Residential Structures.** All exterior walls of the residential structures, excluding doors, windows, and window units shall be masonry. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco.
- b. Commercial Structures.** All exterior walls of commercial structures, excluding doors, windows, and architectural features, shall be comprised of one hundred percent (100%) masonry product. Masonry product shall include stone, brick, cultured stone and cementitious materials such as HardiPlank and stucco. HardiPlank material shall be limited to fifty percent (50%) of the total amount of any exterior wall.

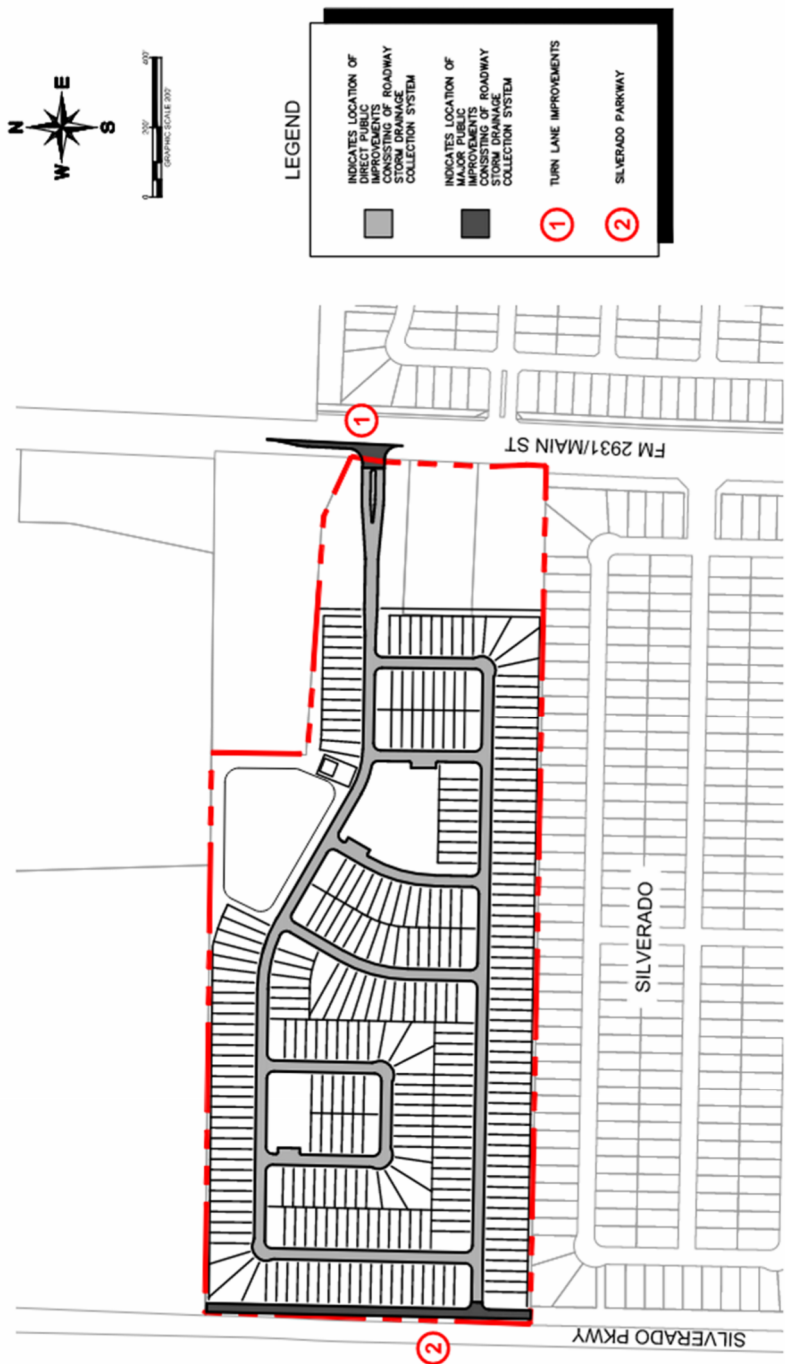
1.7 Fencing Minimum Requirements. The following requirements shall apply to the subject development for all fencing.

1. Fencing for lots adjacent to open spaces. All lots adjacent to the dog park and playground shall have four-foot (4') in height tubular steel or wrought iron fencing as shown on Exhibit G – Open Space Plan. Wooden privacy fencing shall not be allowed for these lots. Landscaping adjacent to the fencing is allowed, but not required.
2. Fencing for interior lots not adjacent to open spaces. All lots that are not adjacent to open spaces shall provide wooden privacy fencing. Fence shall be six-foot (6') in height with four-inch (4") cedar pickets that are pre-stained. Fence shall be constructed with galvanized fence posts and hardware. Fence does not have to be board on board style construction.
3. Screening adjacent to Silverado Parkway. Subdivision fencing/screening along perimeter roadways shall be constructed of masonry (brick, stone, or split face concrete block), with masonry columns. Screening shall be six-foot (6') in height. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The screen wall shall be owned and maintained by the HOA.
4. Screening adjacent to commercial uses. Screening between residential and commercial uses shall be constructed of masonry (brick, stone, or split face concrete block) with masonry columns as shown on Exhibit G – Open Space Plan. Screening shall be a minimum six-foot (6') in height. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The Development that is constructed first shall be responsible for the construction of the masonry screening whether it is the commercial or residential use. No screening is required on the northern General Retail lot. Screen walls are to be owned and maintained by the HOA.
5. Lift Station. The lift station shall fencing/screening shall be constructed of masonry (brick, stone, or split face concrete block), with masonry columns. Screening shall be eight-foot (8') in height with a metal access gate per TCEQ and Mustang SUD requirements. Masonry columns shall be constructed on a maximum spacing of one-hundred feet (100') on center. The screen wall shall be owned and maintained by the HOA.

1.8 Entry Monumentation

1. Entry Monument. The primary monument sign adjacent to FM 2931 shall not exceed a height of eight feet in height, with a maximum area of 250 square feet. The monument sign shall consist of masonry stone or brick. The sign shall be located within the drive median within an HOA lot. A secondary monument adjacent to Silverado Parkway may be free standing or integrated into the screen wall.
2. Visibility. Monument signs shall not be placed within visibility triangles or corner clips as defined in the City's Technical Standards and Specifications (TCSS) Manual.

EXHIBIT E
PUBLIC IMPROVEMENTS



Kimley-Horn
13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, TX 75240
P 972-770-1300; F 972-235-3520
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PREPARED FOR THE CITY OF AUBREY. THE CITY OF AUBREY OR CONTACT WITH THE CITY, COUNTY, ETC.

ONSITE & OFFSITE PUBLIC IMPROVEMENTS
Loyd Ranch
Aubrey, Texas
January 2024
DWG NAME
LAST SAVED

K:\DAL_CIVIL\NO PROJ\05F_2023\2023031 - AUBREY BOTO/CAD/EXHIBITS/PLANS/EXHIBITS/LOVD TRACT - ONSITE & OFFSITE PUBLIC IMPROVEMENTS.DWG
1/15/2024 11:07 AM

EXHIBIT F
BUILDING MATERIALS REQUIREMENTS



1,025 – 1,550
Sq. ft.

2 – 4
Bedrooms

2.5
Bathrooms

Hardi-Plank
Masonry

The Wellton Collection: 30' Lots

PRELIMINARY PLAT AND
PRELIMINARY ENGINEERING SUBMITTAL
FOR

LOYD PROPERTY
CITY OF AUBREY, DENTON COUNTY, TEXAS

ENGINEER

Kimley»Horn

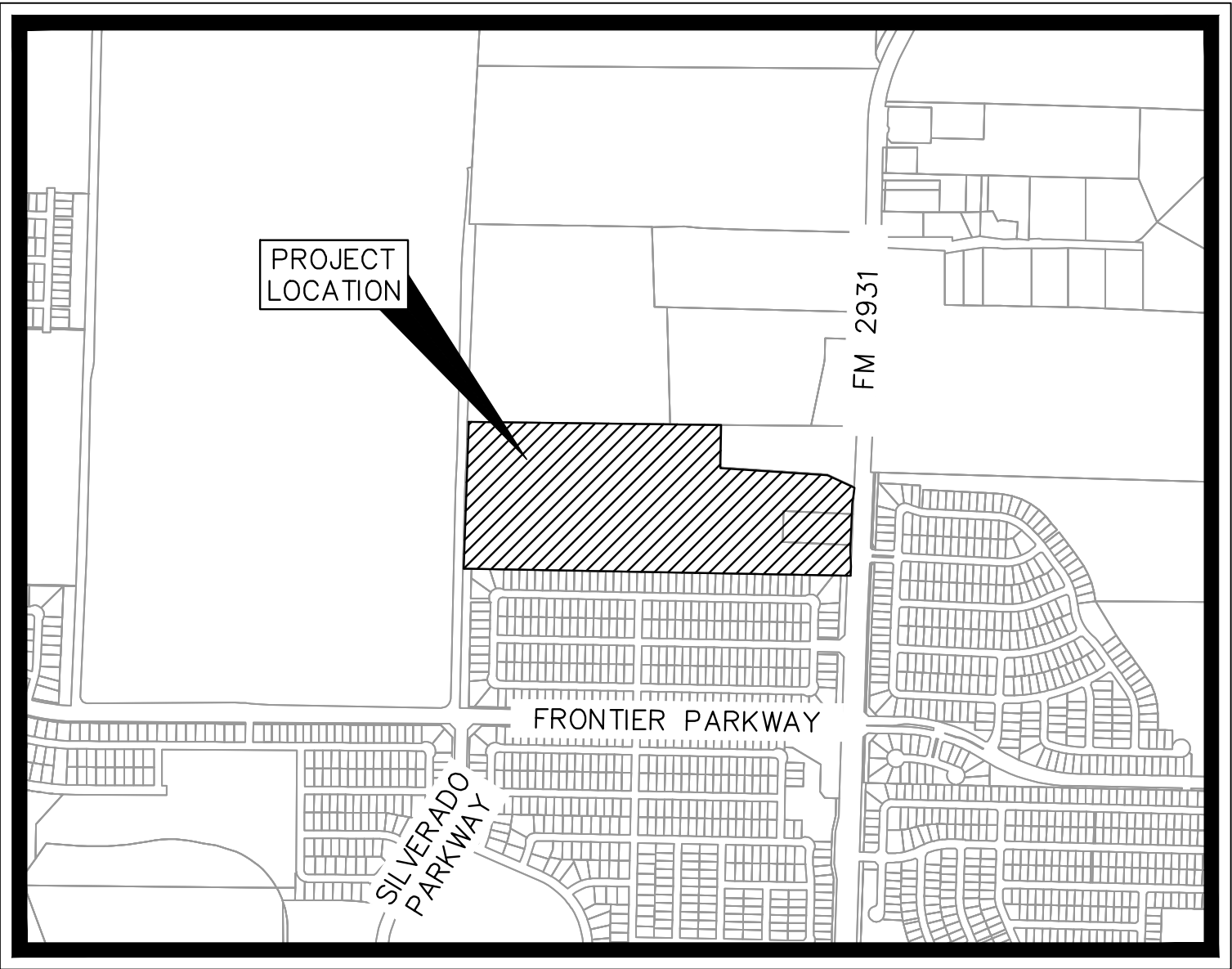
6160 WARREN PKWY SUITE 210
FRISCO, TEXAS 75034
TEL: (972) 335-3580
CONTACT: MATTHEW R. DUENWALD, P.E.

STATE OF TEXAS
REGISTRATION NO. F-928

OWNER/DEVELOPER:

SANDRA GAY LOYD
PO BOX 247
AUBREY, TX 76227
Contact: SANDRA GAY LOYD

LENNAR HOMES
1707 MARKET PLACE BLVD
IRVING, TX 75063
Tel: (469) 587-5200
Contact: ANNIE HEPNER

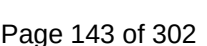


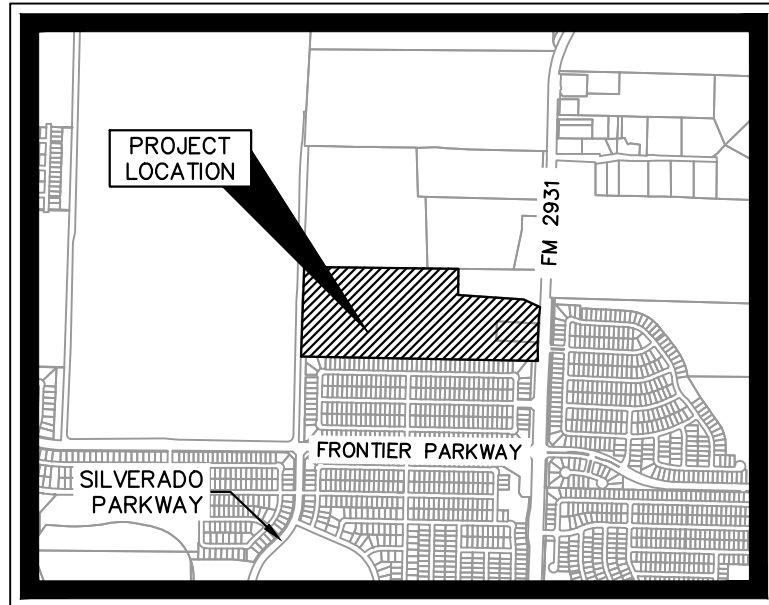
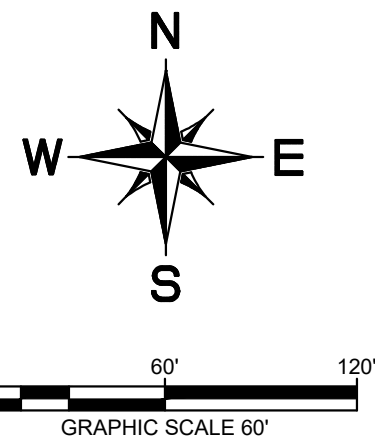
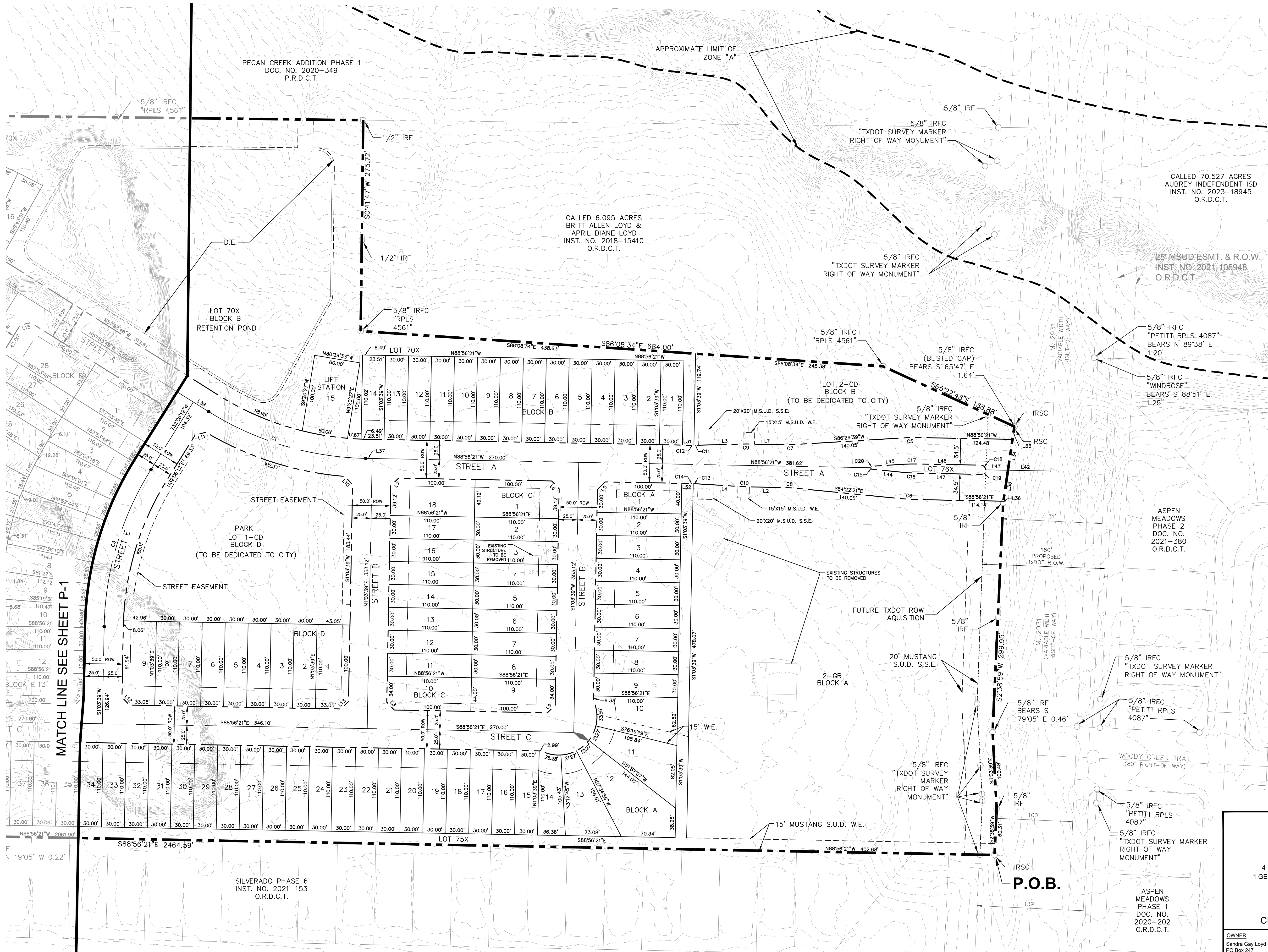
VICINITY MAP
SCALE: 1" = 1,000'

SHEET INDEX

SHEET NO.	SHEET TITLE
C-1	COVER SHEET
P-1	PRELIMINARY PLAT
P-2	PRELIMINARY PLAT
P-3	PRELIMINARY PLAT
D-1	EXISTING DRAINAGE AREA MAP
D-2	PRELIMINARY DRAINAGE PLAN
U-1	PRELIMINARY UTILITY PLAN
U-2	PRELIMINARY UTILITY PLAN
PV-1	PRELIMINARY PAVING PLAN

FEBRUARY 2024

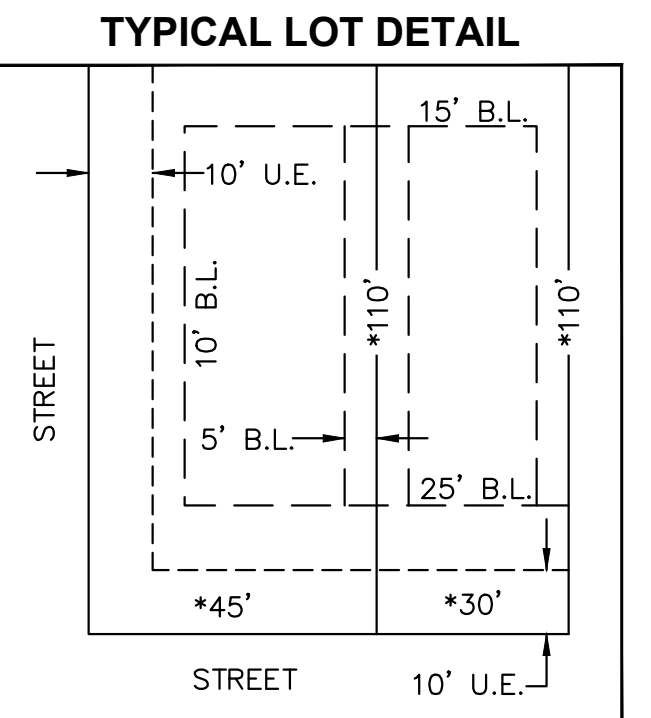




VICINITY MAP
SCALE: 1" = 2,000'

LEGEND	
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
LOT #X	HOA LOT
LOT #CD	CITY DEDICATED LOT
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
R.O.W.	RIGHT-OF-WAY
M.S.U.D.	MUSTANG SPECIAL UTILITY DISTRICT
	STREET NAME CHANGE
LINE TYPE LEGEND	
---	MATCH LINE
---	EASEMENT LINE
---	PROPERTY LINE
---	RIGHT-OF-WAY LINE
---	100-YEAR FLOODPLAIN

- NOTES:
- 1) ALL X LOTS ARE OWNED AND MAINTAINED BY THE HOA.
 - 2) ALL ISLANDS WITHIN THE ROW SHALL BE OWNED AND MAINTAINED BY THE HOA.
 - 3) WATER AND SANITARY SEWER TO BE PROVIDED BY MUSTANG SPECIAL UTILITY DISTRICT.
 - 4) NO FEMA FLOODPLAIN IS PRESENT ON PROPERTY.



* SEE DEVELOPMENT AGREEMENT FOR LOT WIDTH AND LOT DEPTH MEASUREMENT DETAILS

BLOCK A, LOT 1-74, 75X, 76X;
BLOCK B, LOT 1-69, 70X, 2-CD;
BLOCK C, LOT 1-18; BLOCK D, LOT 1-9, 1-CD;
BLOCK E, LOT 1-28; BLOCK F, LOT 1-91;
BLOCK G, LOT 1-12, 13X

PRELIMINARY PLAT
FOR
LOYD PROPERTY
300 RESIDENTIAL LOTS / 1 LIFT STATION LOT
4 OPEN SPACE LOTS / 1 CITY DEDICATED PUBLIC PARK LOT /
1 GENERAL RETAIL LOT / 1 CITY DEDICATED GENERAL RETAIL LOT
BEING 47.275 ACRES
OUT OF THE
J. BRIDGES JR. SURVEY, ABSTRACT NO. 36
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

OWNER:	DEVELOPER:	ENGINEER/SURVEYOR:
Sandra Gay Loyd PO Box 247 Aubrey, TX 76227 Contact: Sandra Gay Loyd	Lennar Homes 1707 Market Place Blvd Irving, TX 75063 Tel: (469) 587-5200 Contact: Annie Heppner	Kimley»Horn 6180 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: MATTHEW R. DUENWALD, P.E. Registration F-928
DESIGNED: AEF	DRAWN: AEF	CHECKED: CJH
SCALE: AS SHOWN	DATE: FEB. 2024	KH PROJECT NO.: 063451312

PRINTED BY: FRANKLIN, ANTHONY 2/26/2024 4:44 PM
DRAWNAME: K:\FRUIT\100451032\LOYD TRACT\CAD\PRELIMINARY\PLANS\BLETSP_1_PRELIMINARY PLAT.DWG [24 x 36.0"]
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This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

DESCRIPTION OF SURVEYED PROPERTY:

BEING a tract of land situated in the J. Bridges Jr. Survey, Abstract No. 36, City of Aubrey ET.J, Denton County, Texas, and being the remainder of a called 53.35 acre tract of land described in a deed to Sandra Gay Loyd, as recorded in Instrument No. 2015-76654 of the Official Records of Denton County, Texas, and affected by Termination/Reconveyance of Life Estates recorded in Instrument No. 2023-106643 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 53.35 acre tract, common to the northeast corner of Silverado Phase 6, according to the plat thereof recorded in Instrument No. 2021-153 of the Official Records of Denton County, Texas, same being on the current westerly right of way line of F.M. 2931, a variable width right of way;

THENCE North 88°56'21" West, departing the current westerly right of way line of said F.M. 2931, along the southerly line of said 53.35 acre tract, the northerly line of said Silverado Phase 6 and the northerly line of Silverado Phase 7, according to the plat thereof recorded in Instrument No. 2021-242 of the Official Records of Denton County, Texas, a distance of 2,464.96 feet to the southwest corner of said 53.35 acre tract, common to the northwest corner of said Silverado Phase 7, being on the easterly line of a tract of land described as Parcel 2, Tract 3 in a deed to Aubrey Aggregates LLC, as recorded in Instrument No. 2017-115329 of the Official Records of Denton County, Texas, and on the easterly line of a 50 foot wide City of Aubrey Easement and Right of Way recorded in Instrument No. 2020-76205 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod found for witness bears North 25°02' East, 0.21 feet;

THENCE North 02°01'46" East, along the westerly line of said 53.35 acre tract, the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, a distance of 933.89 feet to the northwest corner of said 53.35 acre tract, common to the southwest corner of a called 55.30 acre tract of land described in a deed to ALCM Construction, LLC, as recorded in Instrument No. 2019-139804 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for witness bears North 73°40' West, 0.23 feet;

THENCE South 89°20'47" East, departing the easterly line of said Parcel 2, Tract 3 and the easterly line of said easement and right of way, along the northerly line of said 53.35 acre tract, the southerly line of said 55.30 acre tract, and the southerly line of Pecan Creek Addition, Phase 1, according to the plat thereof recorded in Document No. 2020-349 of the Plat Records of Denton County, Texas, a distance of 1,606.55 feet to a 1/2 inch iron rod found for the northwest corner of a called 6.095 acre tract of land described in a deed to Britt Allen Loyd and April Diane Loyd, as recorded in Instrument No. 2018-15410 of the Official Records of Denton County, Texas;

THENCE South 00°41'47" West, departing the northerly line of said 53.35 acre tract and the southerly line of said Pecan Creek Addition, Phase 1, and along the westerly line of said 6.095 acre tract, a distance of 275.76 feet to a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for the southwest corner of said 6.095 acre tract;

THENCE South 86°08'34" East, along the southerly line of said 6.095 acre tract, a distance of 684.10 feet to a 5/8 inch iron rod with plastic cap stamped "RPLS 4561" found for corner;

THENCE South 65°22'48" East, continuing along the southerly line of said 6.095 acre tract, a distance of 188.91 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 6.095 acre tract, being on the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931;

THENCE South 02°38'59" West, along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 0.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 08°21'37" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 100.50 feet to a 5/8 inch iron rod found for corner;

THENCE South 02°38'59" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 300.00 feet to a point for corner, from which, a 5/8 inch iron rod found for witness bears South 79°05' East, 0.46 feet;

THENCE South 03°03'39" East, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 100.50 feet to a 5/8 inch iron rod found for corner;

THENCE South 02°38'59" West, continuing along the easterly line of said 53.35 acre tract and the current westerly right of way line of said F.M. 2931, a distance of 60.32 feet to the POINT OF BEGINNING and containing 47.275 acres (2,059,294 square feet) of land, more or less.

OWNER'S CERTIFICATIONS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESS my hand this _____ day of _____, 20 _____.
By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20 _____.

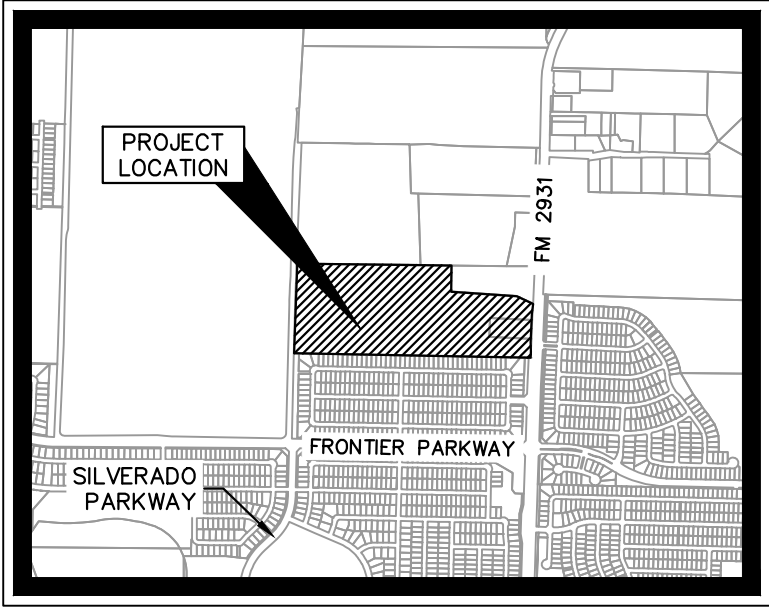
Notary Public in and for _____ County
My Commission Expires: _____

NOTES:

- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998493926859797.

FLOOD STATEMENT:

- According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0265G, for Denton County, Texas and incorporated areas, dated April 18, 2011 this property is located within Zone X (unshaded) defined as "Areas determined to be outside 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 flood statement shall not create liability on the part of the surveyor.



VICINITY MAP
SCALE: 1" = 2,000'

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that I prepared this plat and the field notes, made apart thereof from an actual an accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Development Agreement and the City of Aubrey, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor #6461
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
sylviana.gunawan@kimley-horn.com

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Sylviana Gunawan, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

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

NOTARY PUBLIC in and for the STATE OF TEXAS

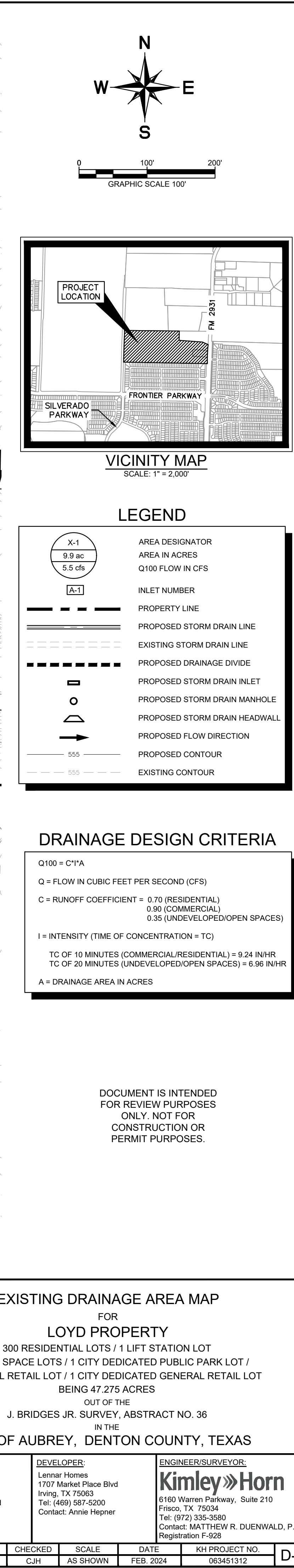
CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C3	400.00'	216.72'	S16°34'55"W	214.08'	31°02'34"	111.09'
C4	400.00'	216.72'	S16°34'55"W	214.08'	31°02'34"	111.09'
C5	234.50'	18.69'	S88°46'39"W	18.69'	4°34'00"	9.35'
C6	234.50'	18.69'	S86°39'21"E	18.69'	4°34'00"	9.35'
C7	190.50'	15.18'	S88°46'39"W	15.18'	4°34'00"	7.60'
C8	190.50'	15.18'	S86°39'21"E	15.18'	4°34'00"	7.60'
C9	209.50'	9.22'	S89°48'01"W	9.22'	2°31'14"	4.61'
C10	209.50'	9.22'	S87°40'44"E	9.22'	2°31'14"	4.61'
C11	190.50'	3.98'	S89°08'19"W	3.98'	1°11'50"	1.99'
C12	190.50'	4.40'	N89°36'04"W	4.40'	1°19'25"	2.20'
C13	190.50'	3.98'	S87°01'02"E	3.98'	1°11'50"	1.99'
C14	190.50'	4.40'	S88°16'39"E	4.40'	1°19'25"	2.20'
C15	2.00'	2.98'	S41°39'21"E	2.71'	85°26'00"	1.85'
C16	200.00'	15.94'	S86°39'21"E	15.94'	4°34'00"	7.97'
C17	200.00'	15.94'	S88°46'39"W	15.94'	4°34'00"	7.97'
C18	6.00'	9.42'	N43°56'21"W	8.49'	90°00'00"	6.00'
C19	6.00'	9.42'	N46°03'39"E	8.49'	90°00'00"	6.00'
C20	2.00'	2.98'	S43°46'39"W	2.71'	85°26'00"	1.85'

LINE TABLE		
LINE	LENGTH	BEARING
L1	45.60	N88°56'21.40"W
L2	45.60	S88°56'21.40"E
L3	59.41	S88°32'24.12"W
L4	59.41	S86°25'06.94"E
L5	14.14	N46°03'38.60"E
L6	14.14	N43°56'21.40"W
L7	14.14	S46°03'38.60"W
L8	14.14	S43°56'21.40"E
L9	14.14	N46°03'38.60"E
L10	14.51	S42°30'18.21"E
L11	14.25	N76°40'33.72"E
L12	14.14	N43°56'21.40"W
L13	14.14	S46°03'38.60"W
L14	14.14	N12°53'47.71"W
L15	14.14	S77°06'12.29"W

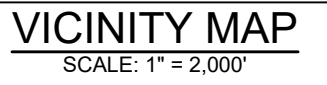
LINE TABLE		
LINE	LENGTH	BEARING
L16	14.14	S43°56'21.40"E
L17	14.14	N46°03'38.60"E
L18	14.05	N13°16'52.27"W
L19	14.14	S46°03'38.60"W
L20	14.14	N46°03'38.60"E
L21	14.14	S43°56'21.40"E
L22	14.14	S46°03'38.60"W
L23	14.14	N43°56'21.40"W
L24	14.14	N43°56'21.40"W
L25	14.14	S46°03'38.60"W
L26	14.14	N46°03'38.60"E
L27	14.14	S43°56'21.40"E
L28	14.14	S46°03'38.60"W
L29	14.26	N46°32'42.24"E
L30	14.02	N43°27'17.76"W

LINE TABLE		
LINE	LENGTH	BEARING
L31	10.60	N88°56'21.40"W
L32	10.60	S88°56'21.40"E
L33	16.96	S8°20'10.85"W
L34	40.83	S8°20'10.85"W
L35	40.83	S8°20'10.85"W
L36	2.29	S8°20'10.85"W
L40	0.01	S89°20'46.87"E
L41	0.01	N88°56'21.37"W
L42	55.74	N88°56'21.40"W
L43	29.29	N88°56'21.40"W
L44	42.34	S84°22'21.40"E
L45	42.34	S86°29'38.59"W
L46	84.03	N88°56'21.40"W
L47	84.03	S88°56'21.40"E

PRELIMINARY PLAT FOR LOYD PROPERTY 300 RESIDENTIAL LOTS / 1 LIFT STATION LOT 4 OPEN SPACE LOTS / 1 CITY DEDICATED PUBLIC PARK LOT / 1 GENERAL RETAIL LOT / 1 CITY DEDICATED GENERAL RETAIL LOT BEING 47.275 ACRES OUT OF THE J. BRIDGES JR. SURVEY, ABSTRACT NO. 36 IN THE CITY OF AUBREY, DENTON COUNTY, TEXAS					
OWNER: Sandra Gay Loyd PO Box 247 Aubrey, TX 76227 Contact: Sandra Gay Loyd		DEVELOPER: Lennar Homes 1707 Market Place Blvd Irving, TX 75063 Tel: (469) 587-5200 Contact: Annie Hepner		ENGINEER/SURVEYOR: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: MATTHEW R. DUENWALD, P.E. Registration F-928	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
AEF	AEF	CJH	AS SHOWN	FEB. 2024	063451312
					P-3



CALLED 55.30 ACRES
 ALCM CONSTRUCTION, LLC
 INST. NO. 2019-139804
 O.R.D.C.T.



	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED SANITARY SEWER FORCE MAIN
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	BORE WITH STEEL CASING

1. ALL WATERLINES ARE 8" UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.
3. ALL FIRE HYDRANTS TO BE LOCATED AT PCGRS OR LOT LINES
4. ALL WATER AND SANITARY SEWER LINES ARE CONCENTRIC AND PARALLEL TO THE STREET CENTERLINES UNLESS OTHERWISE NOTED.
5. UTILITY LAYOUT INCLUDING, LINES, VALVES, FIRE HYDRANTS, SANITARY SEWER MANHOLES, ETC. ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS.
6. WATER AND SEWER TO BE PROVIDED BY MUSTANG SPECIAL UTILITY DISTRICT

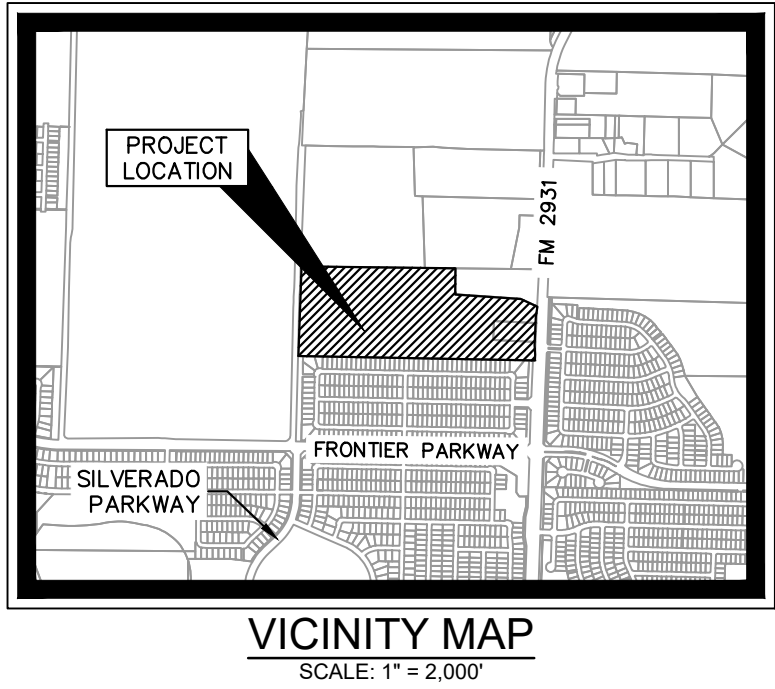
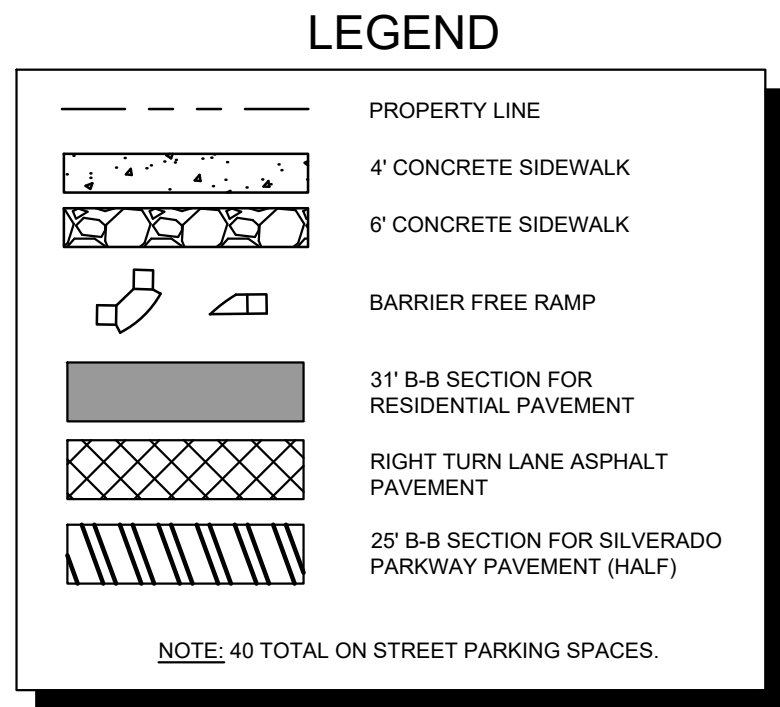
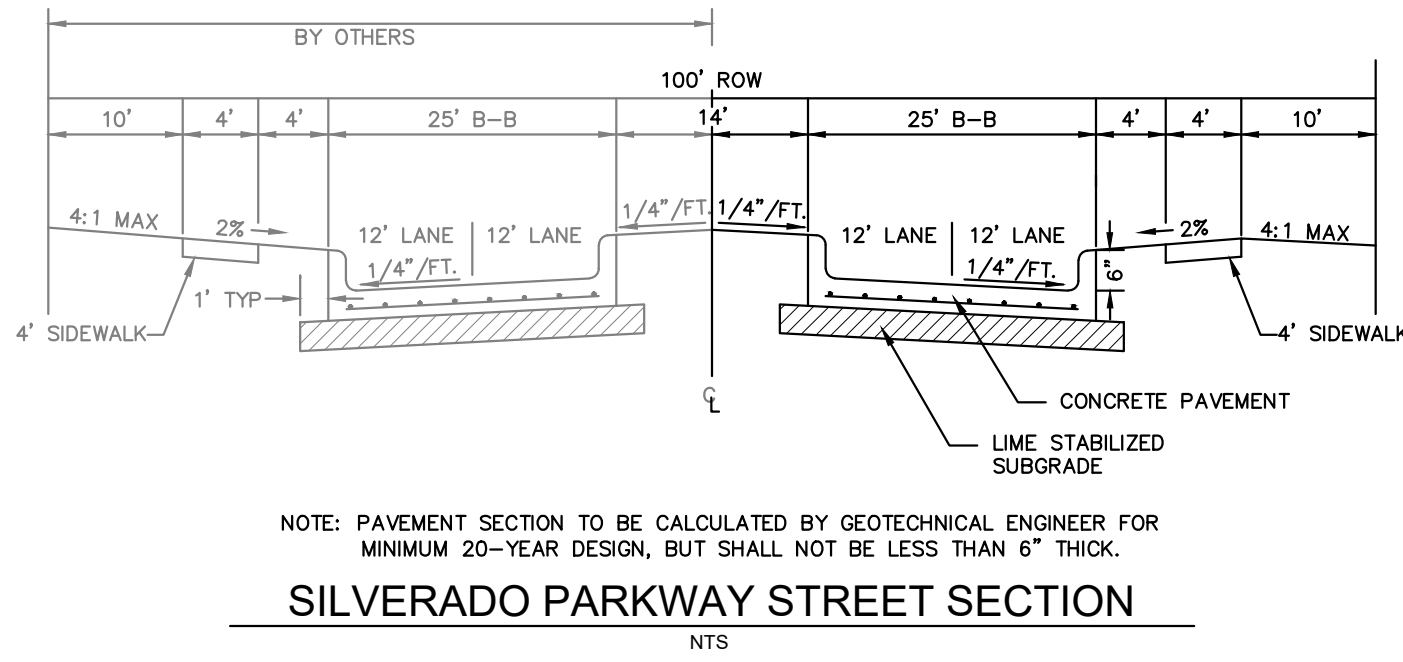
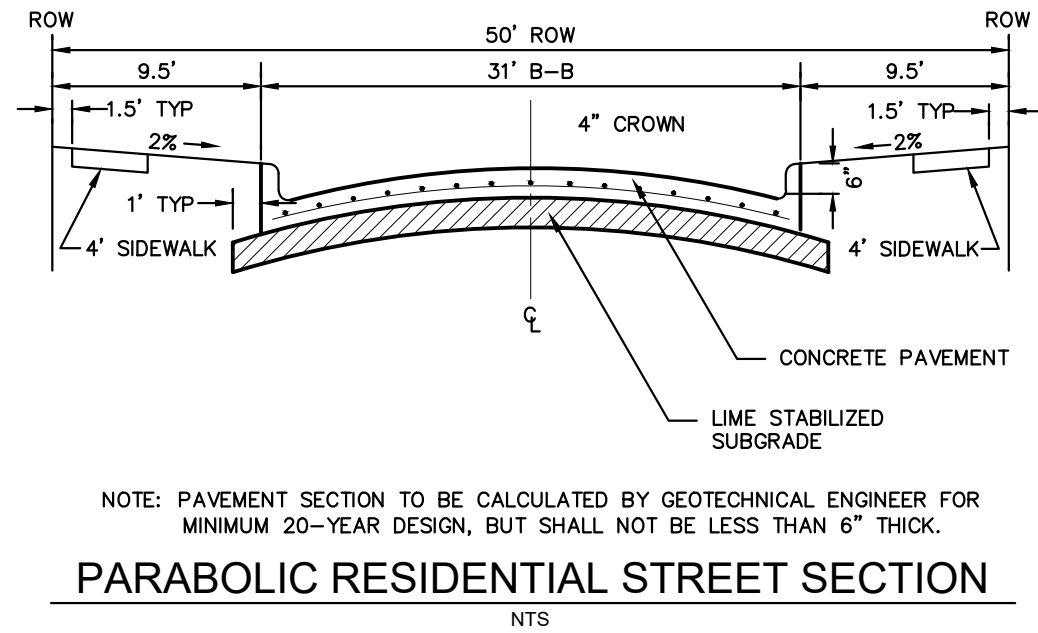
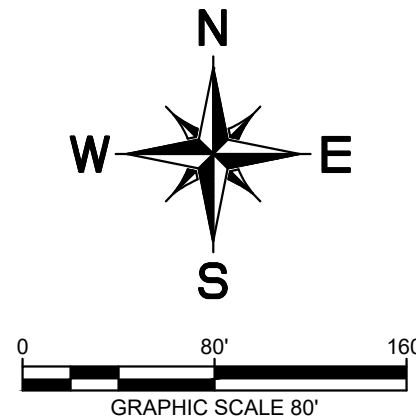
PRELIMINARY UTILITY PLAN FOR LOYD PROPERTY

OUT OF THE
J. BRIDGES JR. SURVEY, ABSTRACT NO. 36
IN THE
OF AUBREY, DENTON COUNTY, TEXAS

ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: MATTHEW R. DUENWALD, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	U-1
AEF	AEF	CJH	AS SHOWN	FEB. 2024	063451312	

PLOTTED BY: FRANKLIN, ANTHONY, 2/26/2024 4:54 PM
DRAWN BY: KJRI, CATHY, 02/26/2024 10:05 AM
LAST SAVED: 2/26/2024 12:44 PM
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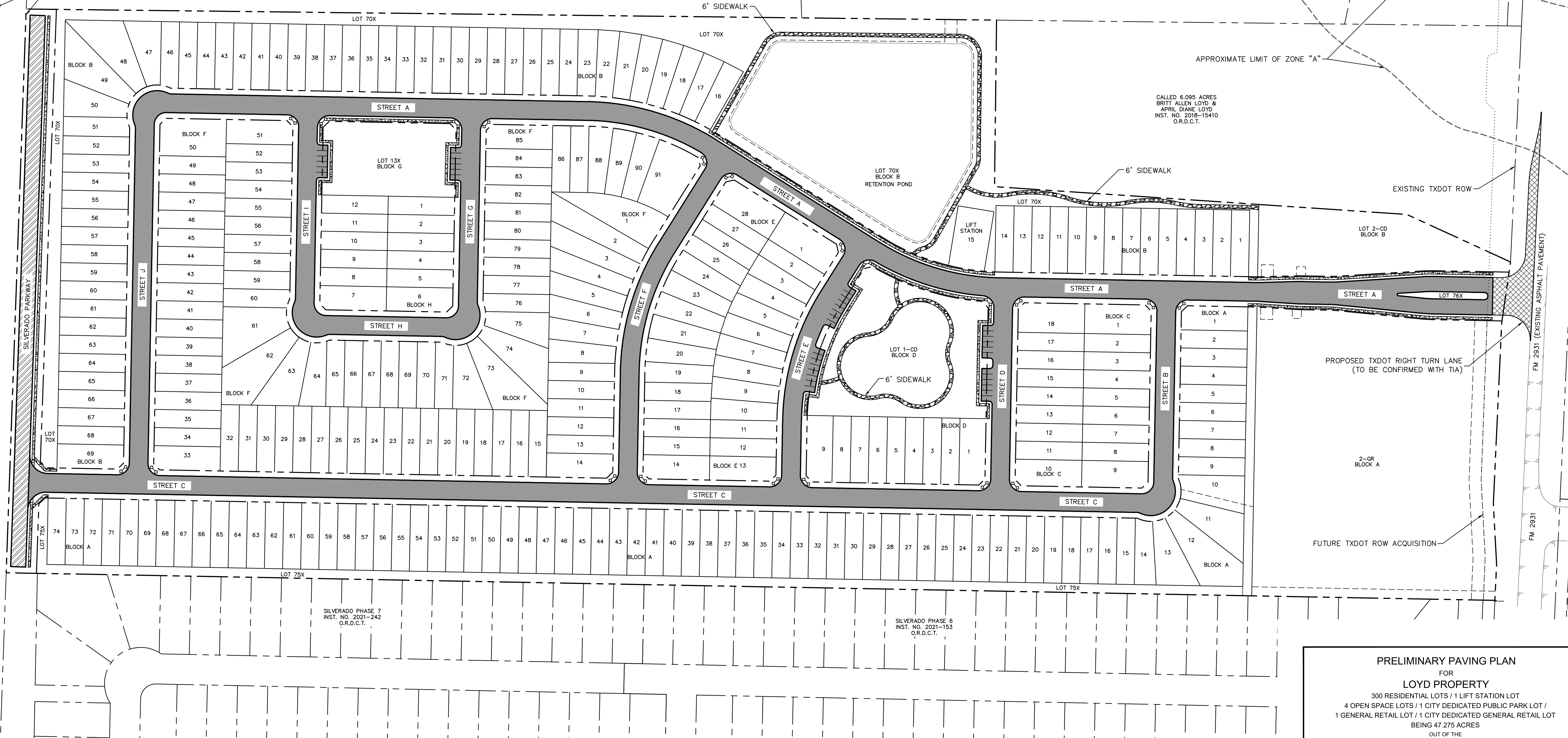


50' CITY OF AUBREY
EASEMENT AND RIGHT OF WAY
INST. NO. 2020-76205
O.R.D.C.T.

CALLED 55.30 ACRES
ALCM CONSTRUCTION, LLC
INST. NO. 2019-139804
O.R.D.C.T.

PECAN CREEK ADDITION PHASE 1
DOC. NO. 2020-349
P.R.D.C.T.

CALLED 6.095 ACRES
BRITT ALLEN LOYD &
APRIL DIANE LOYD
INST. NO. 2018-15410
O.R.D.C.T.



PRELIMINARY PAVING PLAN

FOR
LOYD PROPERTY

300 RESIDENTIAL LOTS / 1 LIFT STATION LOT
4 OPEN SPACE LOTS / 1 CITY DEDICATED PUBLIC PARK LOT /
1 GENERAL RETAIL LOT / 1 CITY DEDICATED GENERAL RETAIL LOT
BEING 47.275 ACRES

OUT OF THE
J. BRIDGES JR. SURVEY, ABSTRACT NO. 36

IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

OWNER:
Sandra Gay Loyd
PO Box 247
Aubrey, TX 76227
Contact: Sandra Gay Loyd

DEVELOPER:
Lennar Homes
1707 Market Place Blvd
Irving, TX 75063
Tel: (469) 587-5200
Contact: Annie Heppner

ENGINEER/SURVEYOR:
Kimley»Horn
6180 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: MATTHEW R. DUENWALD, P.E.
Registration F-928

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
AEF	AEF	CJH	AS SHOWN	FEB. 2024	063451312	PV-1

DOCUMENT IS INTENDED
FOR REVIEW PURPOSES
ONLY. NOT FOR
CONSTRUCTION OR
PERMIT PURPOSES.



*Case Report –Preliminary Plat Application – High Country Phase 10
Planning and Zoning Commission –March 14, 2024
City Council – March 28, 2024*

To: Mayor, City Council, Planning and Zoning Commission

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

Request: Consider and make a recommendation to the City Council regarding a Preliminary Plat for High Country Phase 10, for 2 Lots, being 30.312 acres situated in the James Bridges, Jr. Survey, Abstract No. 36, within the City of Aubrey Extraterritorial Jurisdiction, Denton County, Texas. The property is generally located west of McNatt Road, north and south of the future Frontier Parkway, south of Ike Byrom Road.

Owner: B & B Sand and Gravel, Inc.

Engineer: Barraza Consulting Group, LLC (Matt Clark, P.E.)

Application Date: February 14, 2024

Location: The property is generally located west of McNatt Road, north and south of the future Frontier Parkway

Zoning: N/A, the property is in the ETJ

Future Land Use Plan: Suburban Neighborhood

Current Use: Undeveloped, former excavation site

Analysis: The plat consists of 31.312 acres land, two (2) lots, and right-of-way dedication for Frontier Parkway.

The property is not within the city limits and does not have an Extraterritorial Jurisdiction Development Agreement (ETJDA) at this time.

The purpose of the Preliminary Plat is to dedicate right-of-way for Frontier Parkway and accommodate a land sale for future development.

Utilities:
Water and sanitary sewer service will be provided by Mustang Special Utility District.

Engineer Review:
The City Engineer has reviewed and approved the Preliminary Plat.

Recommendation: The Preliminary Plat for High Country Phase 10 is recommended for approval.

The Planning and Zoning Commission may recommend to the City Council

1. Approve the Preliminary Plat;

2. Approve the Preliminary Plat with conditions; or
3. Deny the Preliminary Plat.

Attachments:

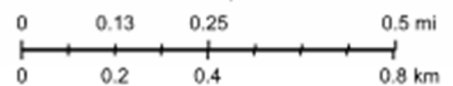
1. Location Map
2. Engineer's Summary
3. High Country Phase 10 Preliminary Plat

Denton CAD Web Map



3/6/2024, 5:56:55 PM

1:18,056



Preliminary Plat

High Country Phase 10

© OpenStreetMap (and) contributors, CC-BY-SA

Denton County Appraisal District, BIS Consulting - www.bisconsulting.com
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey

February 14, 2024

City of Aubrey
Development Services
107 S. Main Street
Aubrey, TX 76227

RE: High Country Phase 10 – Preliminary Plat
City of Aubrey ETJ, TX

To whom it may concern,

Please find below to be an engineer's summary report for the proposed High Country Phase 10 development.

Scope:

The current tract is not zoned and falls within the City of Aubrey ETJ. The overall tract of 30.312 acres will be subdivided into two (2) lots and will dedicate right-of-way for McNatt Road and Frontier Parkway/Stewart Road. The north lot will be 23.488 acres (1,023,125 SF) and the southern lot will be 3.200 acres (139,410 SF).

Utilities:

Water and sewer will be served from High Country Phase 5 and will be within the Mustang Special Utility District. There is an existing 12" water stub and a 12" sanitary sewer stub at the intersection of McNatt Road and Anyhow Drive that will be utilized for the north tract. The north tract will provide water and sewer services to the southern tract under Frontier Parkway. Gas and electricity will be provided by Coserv and telecommunication will be provided by AT&T.

Storm Drainage:

The existing site flows west and into Running Branch Creek. The future developments of the north and south lots will capture the flow on site and outfall into Running Branch Creek to match existing conditions. A study will be completed to prove this site does not need to provide detention.

Sincerely,



John Hale, P.E., MBA
Project Manager
jthale@barraza-group.com
Direct: (469) 498 – 9931

OWNER'S CERTIFICATION

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS B&B SAND AND GRAVEL, INC. is the owner of that certain tract of land situated in the JAMES BRIDGES, JR. SURVEY, ABSTRACT No. 36, in Denton County, Texas, and being part of that certain called 68.12 acre tract of land described in Correction Affidavit recorded in Instrument No. 2023-131775, of the Real Property Records of Denton County, Texas (RPRDCT), said Affidavit correcting a General Warranty Deed to B & B Sand and Gravel, Inc. recorded in Instrument No. 2018-45267, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "BCG 10194538" found at the northeast corner of said called 68.12 acre tract, and being located in the west right-of-way line of McNatt Road (called 60-foot right-of-way at this point), said McNatt Road dedicated according to Final Plat of High Country Phase 1, an addition to Denton County, Texas recorded in Instrument No. 2022-376, of the Plat Records of Denton County, Texas (PRDCT);

THENCE South 01°19'11" West, with said west right-of-way line of McNatt Road according to Final Plat of High Country Phase 1, passing at a distance of 993.93 feet the called most northerly northwest corner of a right-of-way dedication for McNatt Road according to Final Plat of Silverado West, Phase 1, an addition to Denton County, Texas recorded in Document No. 2021-487, PRDCT (right-of-way variable width at this point), continuing with the west right-of-way line of McNatt Road according to said Final Plat of Silverado West, Phase 1, in all, a total distance of 1104.65 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE South 03°30'41" West, continuing with said west right-of-way line of McNatt Road according to said Final Plat of Silverado West, Phase 1, a distance of 237.08 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner;

THENCE North 88°50'27" West, continuing with the west right-of-way line of McNatt Road according to the Final Plat of Silverado West, Phase 1, passing at a called distance of 70.05 feet a called northwest corner of said right-of-way line for McNatt Road, continuing with the north line of Silverado West, Phase 4, an addition to Denton County, Texas according to Final Plat recorded in Document No. 2022-291, PRDCT, in all, a total distance of 640.86 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" set for corner, from which a 1/2-inch iron rod with cap stamped "JBI" found at an east corner of a called right-of-way dedication for Frontier Parkway (variable width right-of-way) according to said Silverado West, Phase 4, bears North 88°50'27" West, a distance of 477.29 feet;

THENCE over and across said called 68.12 acre tract, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" set for corner:

North 38°39'46" West, a distance of 370.28 feet;

North 22°23'48" West, a distance of 209.23 feet;

North 15°46'46" West, a distance of 335.03 feet;

And North 04°55'29" West, a distance of 543.74 feet, said iron rod being located on the north line of said called 68.12 acre tract, and the south line of that certain tract of land described as Parcel 3, Tract 3, in deed to Aubrey Aggregates, LLC recorded in Instrument No. 2017-115329, RPRDCT, from which a 1/2-inch iron rod with cap stamped "COLEMAN" found at the southwest corner of said Aubrey Aggregates, LLC tract bears North 89°03'08" West, a distance of 606.52 feet;

THENCE South 89°03'08" East, with said north line of the called 68.12 acre tract, and the south line of the Aubrey Aggregates, LLC tract, passing at a distance of 167.97 feet a 5/8-inch iron rod with cap stamped "PETITT RPLS 4087" found at the southeast corner of the Aubrey Aggregates, LLC tract, continuing with the north line of the called 68.12 acre tract, and the south line of that certain called 93.860 acre tract of land described as Tract 2 in deed to D.R. Horton Texas, Ltd. recorded in Instrument No. 2020-67973, RPRDCT, in all, a total distance of 1129.67 feet to the POINT OF BEGINNING, containing an area of 30.312 acres of land.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, B&B SAND AND GRAVEL, INC., acting herein by and through its duly authorized officers, do hereby adopt this plat designating the hereinabove described property as **HIGH COUNTRY PHASE 10**, an addition to Denton County, Texas. This property is located within the The City of Aubrey Extra-Territorial Jurisdiction. This plat approval is subject to all the platting ordinances, rules and regulations of City of Aubrey, Denton County, Texas.

WITNESS MY HAND THIS ____ DAY OF _____, 2024.

B&B SAND AND GRAVEL, INC.

BY: _____

STATE OF TEXAS §

COUNTY OF DALLAS §

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIMMIE D. NICHOLS, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED AND THE FIELD NOTES MADE A PART HEREOF FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND OR PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE CITY OF AUBREY SUBDIVISION REGULATIONS.

DATED THIS THE _____ DAY OF _____, 2024.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5184

STATE OF TEXAS §

COUNTY OF DALLAS §

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

NOTES:

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

2. UTILITY PROVIDERS:

(A) ELECTRIC & GAS SERVICE: COSERV 7701 SOUTH STEMMONS CORINTH, TEXAS 76210 1-800-274-4014	(B) TELEPHONE SERVICE: AT&T 2301 RIDGEVIEW DRIVE PLANO, TEXAS 75025 (972) 569-3084
---	---

(C) WATER & SANITARY SEWER UTILITY SERVICE:
MUSTANG SPECIAL UTILITY DISTRICT
7985 FM 2931
AUBREY, TEXAS 76227
(940) 440-9561

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

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

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

6. LOTS ENDING WITH AN "X" ARE NON-RESIDENTIAL LOTS. MAINTENANCE OF "X" LOTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION (HOA).

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

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

9. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTING THE FLOODWAY IS PROHIBITED.

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

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

12. **SUBJECT PROPERTY LIES WITHIN ZONE X (UN-SHADED AREA), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, NUMBER 48121C02656, REVISION DATE APRIL 18, 2011. LIMITS OF ZONE A (DEFINED AS "NO BASE FLOOD ELEVATIONS DETERMINED") IS SHOWN GRAPHICALLY PLOTTED HEREON ACCORDING TO THIS MAP.

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

14. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE MONUMENTED EAST LINE OF HIGH COUNTRY PHASE 1, AN ADDITION TO DENTON COUNTY, TEXAS RECORDED IN DOCUMENT NO. 2022-376, PLAT RECORDS OF DENTON COUNTY, TEXAS (S01°48'23"W).

15. TOPOGRAPHICAL INFORMATION IS FROM ON-THE -GROUND DATA COLLECTED DURING OCTOBER 19, 2023.

16. THE PURPOSE OF THIS PLAT IS TO DEDICATE RIGHT-OF-WAY FOR MCNATT ROAD AND FRONTIER PARKWAY, AND DEDICATE LOT 1, BLOCK A, AND LOT1, BLOCK 2 FOR FUTURE DEVELOPMENT.

CERTIFICATE OF PRELIMINARY PLAT APPROVAL

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

____ DAY OF _____, 2024.

CHRIS RICH, MAYOR
CITY OF AUBREY, TEXAS

PRELIMINARY PLAT
HIGH COUNTRY
PHASE 10

30.312 ACRES
BLOCK A, LOT 1
AND
BLOCK B, LOT 1
SITUATED IN THE
JAMES BRIDGES, JR. SURVEY
~ ABSTRACT NO. 36
CITY OF AUBREY ETJ
DENTON COUNTY, TEXAS



TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 EAST CAMPBELL ROAD, STE. 650
RICHARDSON, TEXAS 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2019010-00
DATE: FEBRUARY 2024

OWNER: B & B SAND AND GRAVEL, INC
CONTACT: FRANK BARTEL
7401 S. HIGHWAY 377
AUBREY, TX 76227

RPLS OF RECORD: JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184



Planning and Zoning Commission Meeting
Staff Report
March 14, 2024

Agenda Item

Consider and act on a Preliminary Plat for Sandbrock Ranch Phase 14, being 26.210 acres of land situated in the William Lumpkin Survey, Abstract No. 730 and the Frederick H. Pollard Survey, Abstract No. 995, City of Aubrey ETJ, Denton County, Texas located between FM 2931 and FM 1385, and south of FM 428 and Overbrook Parkway. *Applicant: Horizon Deer Creek Development Corp*

Staff Contact

Cate Ball, Planner
cball@plummer.com
817-806-1700

Summary

The applicant has provided all required application information.

The proposed preliminary plat for Phase 14 of Sandbrock Ranch covers 26.210 acres on the north side of the development, creating 43 SF 7.2 lots and 80 SF 5.5 lots for a total of 123 residential lots, 2 common area lots, and street right-of-ways.

Lot dimensions and areas are generally consistent with the approved development agreement. 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.

Utilities to be provided include electric service by CoServ and gas service 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. Utility providers have received copies of the preliminary plat. Only CoServ has verified that the easements provided are adequate. Wall maintenance easements provided are dedicated to the HOA per Note #4 on the plat.

Denton County provided a courtesy review of the preliminary plat and has no comment.

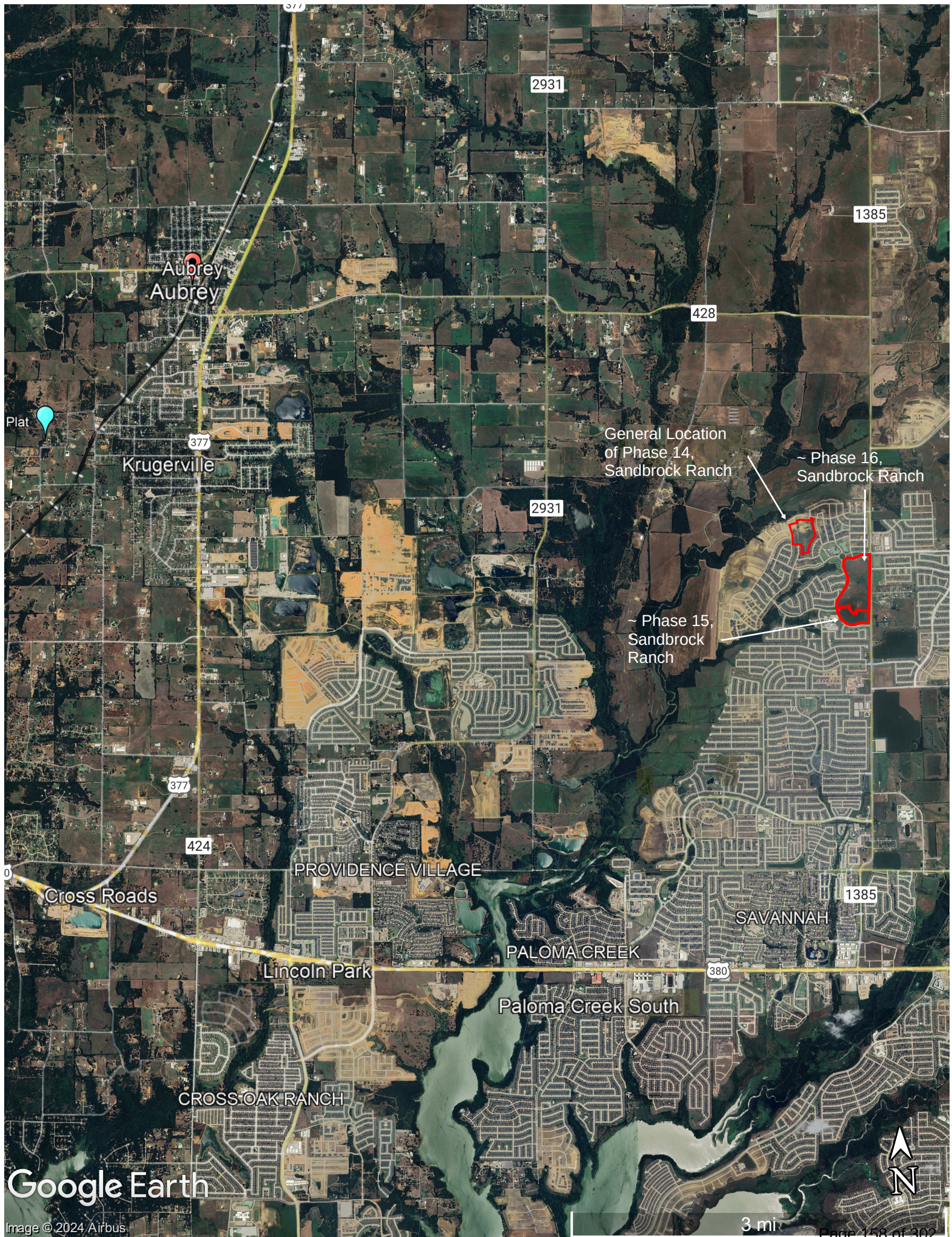
This development agreement requires minimum four ft (4') sidewalks, to be built by the home builder, one ft (1') from the right of way and is a condition of home occupancy. Right of way dimensions are consistent with the development agreement as well.

Staff Recommended Motion

Approve with Conditions

Conditions

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



Google Earth

Image © 2024 Airbus

3 mi

Page 158 of 302



February 28, 2024

Leanne Wilson
Director of Public Works and Development Services
City of Aubrey
107 S. Main St
Aubrey, TX 76227

**RE: Preliminary Plat
Sandbrock Ranch, Phase 14
JBI Project No. ROS021**

Dear Ms. Wilson,

On behalf of Horizon/Deer Creek Development Corp., please accept this letter of intent to consider approval of a Preliminary Plat for Sandbrock Ranch Phase 14. This project is located South of Overbrook Parkway within the Sandbrock Ranch development in Denton County Municipal Utility District No. 6. A Development Agreement record exists for Sandbrock Ranch (Doc. No. 2005-86674). The plat area is 26.210 acres consisting of 123 residential single-family lots with 43 SF-7.2 lots and 80 SF-5.5 lots. Two common area lots are proposed with this plat. These common areas will be used to enhance the neighborhood aesthetically, provide residences meeting areas and recreational areas. Electrical service will be provided by Coserv Electric and gas services will be provided by Atmos Energy. Water and sanitary sewer facilities will be owned and operated by Mustang Special Utility District and designed in accordance with Mustang SUD's design standards. Drainage and paving facilities will be owned and operated by Denton County MUD No. 6 and designed in accordance with the standards described in the Development Agreement.

Please contact me if you have any questions.

Sincerely,

JBI PARTNERS, INC.

A handwritten signature in blue ink that reads "Brittany Crenshaw".

Brittany Crenshaw, PE
972-738-7281
bcrenshaw@jbipartners.com

2422 Ac.

WINSTEAD

November 30, 2004

direct dial: 214.745.5149
jmarshall@winstead.com

Mr. Jay Hawes
Provident Realty Advisors
5400 LBJ Freeway, Suite 975
Dallas, TX 75240

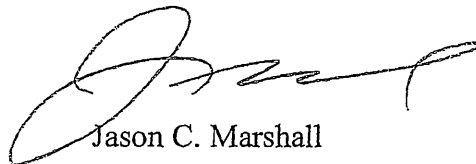
Re: Development Agreement, City of Aubrey

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. Marshall

JCM:lkf
Enclosures

Dallas_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.

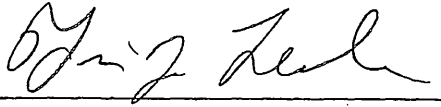
14. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention 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.

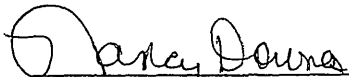
16. Effective Date. This Agreement shall take effect on the date the City adopts an Ordinance expanding the City's ETJ to include the Property (the "Effective Date").

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

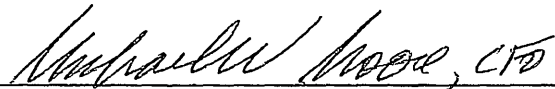
By: 
Name: Michael W. Moore
Title: CFO

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	20	Design Speed			
		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 (Tc) 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

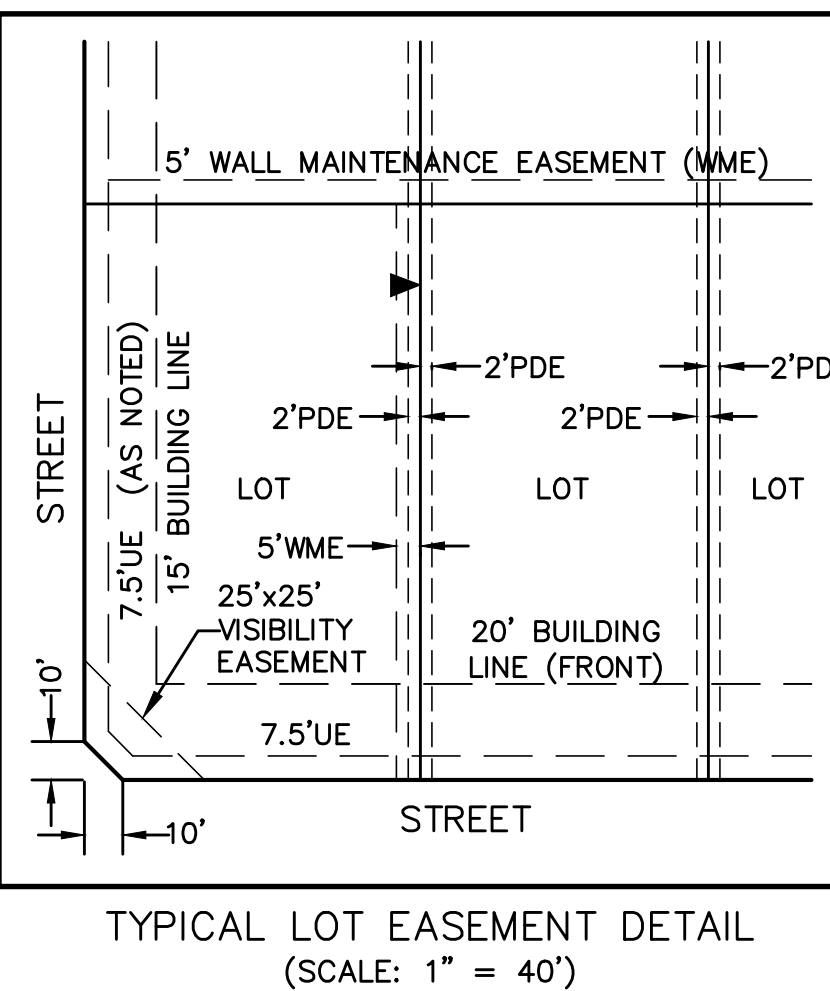
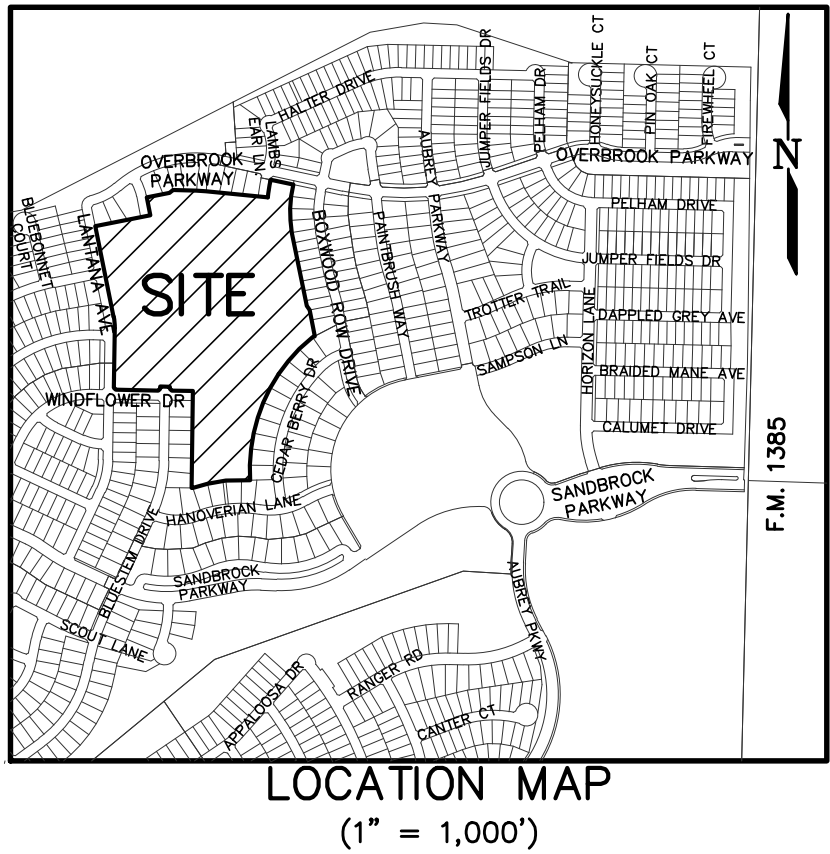
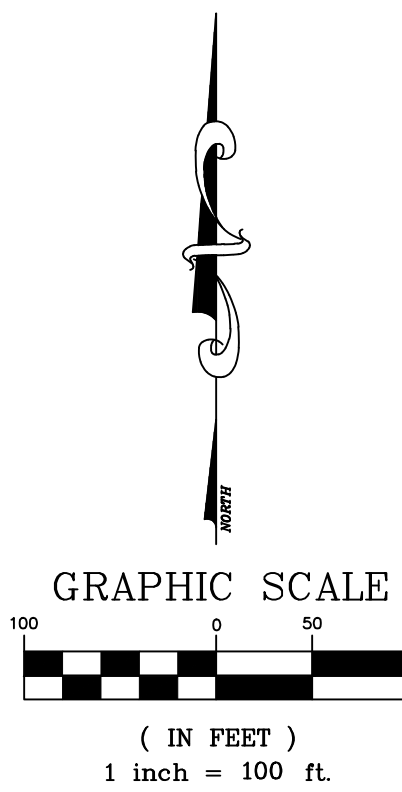
- NOTES:
- 1.THIS PLAT CONFORMS TO REQUIREMENTS OF THE DEVELOPMENT AGREEMENT FOR THIS PROPERTY RECORDED IN DOCUMENT NUMBER 2005-86674 ON JULY 18, 2005 IN DENTON COUNTY, TEXAS RECORDS. AS SPECIFIED IN THE DEVELOPMENT AGREEMENT, THE DEVELOPMENT STANDARDS FOUND IN THE DEVELOPMENT AGREEMENT ARE THE SOLE DEVELOPMENT STANDARDS APPLICABLE TO THE PROPERTY.
 - 2.WATER AND WASTEWATER FACILITIES WITHIN THIS DEVELOPMENT WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT. MUSTANG SPECIAL UTILITY DISTRICT HOLDS THE WATER AND WASTEWATER CCN FOR THE PROPERTY. WATER AND WASTEWATER SEWER FACILITIES WILL BE OWNED, OPERATED AND MAINTAINED BY MUSTANG SPECIAL UTILITY DISTRICT.
 - 3.ROADWAY AND DRAINAGE FACILITIES WITHIN THIS DEVELOPMENT WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT. ROADWAY AND DRAINAGE FACILITIES WILL BE OWNED, OPERATED AND MAINTAINED BY DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 6. THE DISTRICT AGREES TO INDEMNIFY AND HOLD HARMLESS DENTON COUNTY FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID DISTRICT SET 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 ETJ 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 FEET ABOVE THE 100-YEAR FLOOD ELEVATION.

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
 - IRF IRON ROD FOUND
 - UE UTILITY EASEMENT
 - BL BUILDING LINE SETBACK
 - VOL VOLUME
 - PG PAGE
 - RCP REINFORCED CONCRETE PIPE
 - PP POWER POLE
 - OHE OVERHEAD ELECTRIC
 - DOC DOCUMENT
 - NO. NUMBER
 - R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
 - C.R. COUNTY ROAD
 - RD. ROAD
 - F.M. FARM-TO-MARKET HIGHWAY
 - DE DRAINAGE EASEMENT
 - WME WALL MAINTENANCE EASEMENT
 - SSWR SANITARY SEWER
 - PDE PRIVATE DRAINAGE EASEMENT
 - SVE SIGHT VISIBILITY EASEMENT
 - UE UTILITY EASEMENT
 - RADIUS
 - STREET NAME CHANGE INDICATOR
 - SIDEYARD EASEMENT NOTATION (SEE TYPICAL LOT EASEMENT DETAIL)

CURVE TABLE					
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING
C1	86.07'	006°25'47"	767.00'	43.08'	N08°51'52"E 86.03'

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S12°04'46"W	20.00'	L13	S14°57'21"W	83.93'
L2	S09°54'48"W	62.52'	L14	S09°35'12"W	83.93'
L3	S04°23'28"W	62.80'	L15	S04°13'03"W	83.93'
L4	S01°10'50"E	62.80'	L16	S01°05'30"E	78.62'
L5	S06°26'16"E	62.81'	L17	N89°05'55"W	111.00'
L6	S82°46'27"W	12.01'	L18	N44°05'55"W	14.14'
L7	S49°01'47"W	94.20'	L19	N00°54'05"E	11.00'
L8	S41°48'07"W	83.93'	L20	N89°05'55"W	50.00'
L9	S36°25'58"W	83.93'	L21	S00°54'05"W	11.00'
L10	S31°03'49"W	83.93'	L22	S45°54'05"W	14.14'
L11	S25°41'40"W	83.93'	L23	N12°04'46"E	17.27'
L12	S20°19'31"W	83.93'	L24	N57°04'46"E	14.14'



PRELIMINARY PLAT
SANDBROCK RANCH,
PHASE 14
BLOCK A, LOTS 1-37, 38X & 39X;
BLOCK B, LOTS 1-11; BLOCK C, LOTS 1-14;
BLOCK D, LOTS 1-20; BLOCK E, LOTS 1-13;
BLOCK F, LOTS 1-28; BLOCK G, LOTS 1X.
26.210 ACRES OUT OF THE
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
FREDERICK H. POLLARD SURVEY, ABSTRACT NO. 995
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

123 RESIDENTIAL LOTS
2 COMMON AREA LOTS
1 RIGHT-OF-WAY LOT
FEBRUARY 21, 2024 Sheet 1 of 2
SPECIAL NOTE TO LOT SURVEYORS:
1. REFER TO TYPICAL LOT EASEMENT DETAIL FOR 2' DRAINAGE EASEMENTS AND 5' WALL MAINTENANCE EASEMENTS.

OWNER’S CERTIFICATION

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, Horizon/Deer Creek Development Corporation is the owner of a tract of land located in Denton County, Texas and being a part of the William H. Lumpkin Survey, Abstract Number 730, a part of the Frederick H. Pollard Survey, Abstract Number 995,part of Tract 3— called 57,177 acres as described in a deed to Horizon/Deer Creek Development Corporation as recorded in Document Number 2018–1279, Deed Records, Denton County, Texas, part of Tract 1— called 37,944 acres and part of Tract 2— 124.245 acres as described in a deed to Horizon/Creek Development Corporation as recorded in Document Number 2019–5510, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a one–half inch iron rod with cap stamped "JBI" found for the northwest corner of Lot 15X, Block F, Sandbrock Ranch Phase 10A, an addition to Denton County recorded as Doc. No. 2023–95, Plat Records, Denton County, Texas;

THENCE, along the westerly lines of said Phase 10A as follows:

South 12 degrees 04 minutes 46 seconds West for a distance of 20.00 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 09 degrees 54 minutes 48 seconds West for a distance of 62.52 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 04 degrees 23 minutes 28 seconds West for a distance of 62.80 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 01 degrees 10 minutes 50 seconds East for a distance of 62.80 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 06 degrees 26 minutes 16 seconds East for a distance of 62.81 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 11 degrees 24 minutes 42 seconds East for a distance of 389.13 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 34 degrees 12 minutes 45 seconds East for a distance of 27.67 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 11 degrees 05 minutes 50 seconds East for a distance of 138.53 feet to a one–half inch iron rod with cap stamped "JBI" found being in the northerly line of Lot 1, Block K, Sandbrock Ranch Phase 5, an addition to Denton County recorded as Document No. 2020–157, Plat Records, Denton County, Texas;

THENCE, along the northerly lines of said Phase 5 as follows:

South 62 degrees 46 minutes 27 seconds West for a distance of 12.01 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 49 degrees 01 minutes 47 seconds West for a distance of 94.20 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 41 degrees 48 minutes 07 seconds West for a distance of 83.93 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 36 degrees 25 minutes 58 seconds West for a distance of 83.93 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 31 degrees 03 minutes 49 seconds West for a distance of 83.93 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 25 degrees 41 minutes 40 seconds West for a distance of 83.93 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 20 degrees 19 minutes 31 seconds West for a distance of 83.93 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 14 degrees 57 minutes 21 seconds West for a distance of 83.93 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 09 degrees 35 minutes 12 seconds West for a distance of 83.93 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 04 degrees 13 minutes 03 seconds West for a distance of 83.93 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 01 degrees 05 minutes 30 seconds East for a distance of 78.62 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 88 degrees 40 minutes 58 seconds West for a distance of 126.38 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 80 degrees 00 minutes 27 seconds West for a distance of 96.42 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 74 degrees 33 minutes 59 seconds West for a distance of 80.26 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 89 degrees 19 minutes 09 seconds West for a distance of 6.79 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 00 degrees 54 minutes 05 seconds East for a distance of 505.12 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 89 degrees 05 minutes 55 seconds West for a distance of 111.00 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 44 degrees 05 minutes 55 seconds West for a distance of 14.14 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 00 degrees 54 minutes 05 seconds East for a distance of 11.00 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 89 degrees 05 minutes 55 seconds West for a distance of 50.00 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 00 degrees 54 minutes 05 seconds West for a distance of 11.00 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 45 degrees 54 minutes 05 seconds West for a distance of 14.14 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 89 degrees 05 minutes 55 seconds West for a distance of 222.00 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 44 degrees 05 minutes 55 seconds West for a distance of 14.14 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 00 degrees 54 minutes 05 seconds East, passing at a distance of 128.20 feet the southeast corner of Sanbrock Ranch Phase 12, an addition to Denton County recorded as Document No. 2023–396, Plat Records, Denton County, Texas, continuing along the easterly lines of said Phase 12 for a total distance of 311.09 feet to the beginning of a curve to the left;

THENCE, along the easterly and southerly lines of said Phase 12 as follows:

Along said curve turning to the left through a central angle of 12 degrees 18 minutes 47 seconds, having a radius of 275.00 feet, an arc length of 59.10 feet, a chord bearing of North 05 degrees 15 minutes 19 seconds West and a chord distance of 58.98 feet to a one–half inch iron rod found;

North 11 degrees 24 minutes 42 seconds West for a distance of 481.60 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 78 degrees 35 minutes 18 seconds East for a distance of 292.00 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 11 degrees 24 minutes 42 seconds West for a distance of 93.78 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 78 degrees 35 minutes 18 seconds East for a distance of 121.00 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 48 degrees 47 minutes 37 seconds East for a distance of 23.76 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 88 degrees 19 minutes 46 seconds East for a distance of 122.38 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 85 degrees 38 minutes 48 seconds East for a distance of 50.06 feet to a one–half inch iron rod with cap stamped "JBI" found;

South 84 degrees 21 minutes 01 seconds East for a distance of 322.98 feet to a one–half inch iron rod with cap stamped "JBI" found, the beginning of a non–tangent curve to the right;

Along said curve turning to the right through a central angle of 06 degrees 25 minutes 47 seconds, having a radius of 767.00 feet, an arc length of 86.07 feet, a chord bearing of North 08 degrees 51 minutes 52 seconds East and a chord distance of 86.03 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 12 degrees 04 minutes 46 seconds East for a distance of 17.27 feet to a one–half inch iron rod with cap stamped "JBI" found;

North 57 degrees 04 minutes 46 seconds East for a distance of 14.14 feet to a one–half inch iron rod with cap stamped "JBI" found, being the south right–of–way line of Overbrook Parkway and the southerly line of said Phase 10A;

THENCE, along said south right–of–way line and the south line of said Phase 10A, South 77 degrees 55 minutes 14 seconds East a distance of 111.00 feet to the POINT OF BEGINNING and containing 1,141,720 square feet or 26.210 acres of land.

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT HORIZON/DEER CREEK DEVELOPMENT CORPORATION, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as SANDBROCK RANCH, PHASE 14, an addition to the City of Aubrey, Texas, ETJ and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. Public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. Public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone. (If the plat contains Fire Lane Easements, add .)That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.(If the plat contains access easements, add...)The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Aubrey, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

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

WITNESS my hand this the _____ day of _____, 2024.

HORIZON/DEER CREEK DEVELOPMENT CORPORATION

By: _____

Rod Sanders, President

STATE OF TEXAS §

COUNTY OF COLLIN §

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

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

Notary Public in and for The State of Texas

My Commission Expires: _____

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 _____, 2024.

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

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared WILLIAM J. JOHNSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

Notary Public, State of Texas

CERTIFICATE OF PRELIMINARY PLAT APPROVAL

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

_____ day of _____, 2024.

Chris Rich, Mayor
City of Aubrey, Texas

PRELIMINARY PLAT
SANDBROCK RANCH,
PHASE 14

BLOCK A, LOTS 1–37, 38X & 39X;
BLOCK B, LOTS 1–11; BLOCK C, LOTS 1–14;
BLOCK D, LOTS 1–20; BLOCK E, LOTS 1–13;
BLOCK F, LOTS 1–28; BLOCK G, LOTS 1X.

26.210 ACRES OUT OF THE
WILLIAM LUMPKIN SURVEY, ABSTRACT NO. 730
FREDERICK H. POLLARD SURVEY, ABSTRACT NO. 995
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

123 RESIDENTIAL LOTS
2 COMMON AREA LOTS
1 RIGHT–OF–WAY LOT

FEBRUARY 21, 2024 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.

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK–LOT	SQUARE FEET	ACRES	BLOCK–LOT	SQUARE FEET	ACRES	BLOCK–LOT	SQUARE FEET	ACRES	BLOCK–LOT	SQUARE FEET	ACRES	BLOCK–LOT	SQUARE FEET	ACRES
A–1	6,799	0.156	A–27	7,607	0.175	C–3	7,582	0.174	D–15	6,672	0.153	F–8	7,544	0.173
A–2	6,833	0.157	A–28	7,152	0.164	C–4	7,029	0.161	D–16	6,601	0.152	F–9	8,277	0.190
A–3	6,831	0.157	A–29	7,450	0.171	C–5	6,709	0.154	D–17	6,601	0.152	F–10	7,405	0.170
A–4	6,831	0.157	A–30	10,274	0.236	C–6	6,470	0.149	D–18	6,601	0.152	F–11	7,405	0.170
A–5	6,916	0.159	A–31	6,696	0.154	C–7	6,292	0.144	D–19	6,601	0.152	F–12	7,405	0.170
A–6	6,473	0.149	A–32	6,050	0.139	C–8	7,573	0.174	D–20	7,210	0.166	F–13	7,405	0.170
A–7	6,473	0.149	A–33	6,050	0.139	C–9	7,573	0.174	E–1	7,641	0.175	F–14	8,420	0.193
A–8	6,473	0.149	A–34	6,050	0.139	C–10	6,292	0.144	E–2	7,641	0.175	F–15	8,420	0.193
A–9	6,473	0.149	A–35	6,050	0.139	C–11	7,623	0.175	E–3	7,641	0.175	F–16	7,405	0.170
A–10	6,474	0.149	A–36	6,050	0.139	C–12	6,776	0.156	E–4	7,641	0.175	F–17	7,405	0.170
A–11	6,473	0.149	A–37	7,210	0.166	C–13	6,493	0.149	E–5	7,641	0.175	F–18	7,405	0.170
A–12	6,473	0.149	A–38X	10,801	0.248	C–14	12,010	0.276	E–6	8,803	0.202	F–19	8,168	0.188
A–13	6,785	0.156	A–39X	2,370	0.054	D–1	8,735	0.201	E–7	7,210	0.166	F–20	9,641	0.221
A–14	8,820	0.202	B–1	7,771	0.178	D–2	7,575	0.174	E–8	6,432	0.148	F–21	8,767	0.201
A–15	9,208	0.211	B–2	7,441	0.171	D–3	7,575	0.174	E–9	6,432	0.148	F–22	7,405	0.170
A–16	6,103	0.140	B–3	6,950	0.160	D–4	7,575	0.174	E–10	6,502	0.149	F–23	7,405	0.170
A–17	6,422	0.147	B–4	6,542	0.150	D–5	7,575	0.174	E–11	6,858	0.157	F–24	7,405	0.170
A–18	7,324	0.168	B–5	6,501	0.149	D–6	8,084	0.186	E–12	7,174	0.165	F–25	7,405	0.170
A–19	9,038	0.207	B–6	7,657	0.176	D–7	8,059	0.185	E–13	7,600	0.174	F–26	7,405	0.170
A–20	9,233	0.212	B–7	7,660	0.176	D–8	7,575	0.174	F–1	7,405	0.170	F–27	7,405	0.170
A–21	7,552	0.173	B–8	7,611	0.175	D–9	8,735	0.201	F–2	7,405	0.170	F–28	7,405	0.170
A–22	9,170	0.211	B–9	7,449	0.171	D–10	7,210	0.166	F–3	7,405	0.170	G–1X	209,836	4.817
A–23	12,360	0.284	B–10	7,637	0.175	D–11	6,601	0.152	F–4	7,405	0.170			
A–24	9,942	0.228	B–11	8,087	0.186	D–12	6,814	0.156	F–5	7,405	0.170			
A–25	9,017	0.207	C–1	9,614	0.221	D–13	6,951	0.160	F–6	7,405	0.170			
A–26	8,229	0.189	C–2	7,733	0.178	D–14	6,964	0.160	F–7	7,405	0.170			



Planning and Zoning Commission Meeting
Staff Report
March 14, 2024

Agenda Item

Consider and act on a Preliminary Plat for Sandbrock Ranch Phases 15 and 16, being 75.771 acres of land situated in the William Lumpkin Survey, Abstract No. 730, City of Aubrey ETJ, Denton County, Texas located between FM 2931 and FM 1385, and south of FM 428 and Overbrook Parkway. *Applicant: Horizon Deer Creek Development Corp*

Staff Contact

Cate Ball, Planner
cball@plummer.com
817-806-1700

Summary

The applicant has provided all required application information.

The proposed preliminary plat for Phases 15 & 16 of Sandbrock Ranch covers 75.771 acres in the middle east side of the development, creating 81 SF 7.2 lots, 51 SF 5.5 lots, and 122 variance lots, for a total of 265 residential lots; 10 common area lots and street right-of-ways.

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.

Utilities to be provided include electric service by CoServ and gas service 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. Utility providers have received copies of the preliminary plat. Only CoServ has verified that the easements provided are adequate. Wall maintenance easements provided are dedicated to the HOA per Note #4 on the plat.

Denton County provided a courtesy review of the preliminary plat and has no comment.

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. However, the Master Thoroughfare Plan shows FM 1385 as a Principal Arterial (140 ft ROW) requiring additional dedication of ROW along the west side of FM 1385.

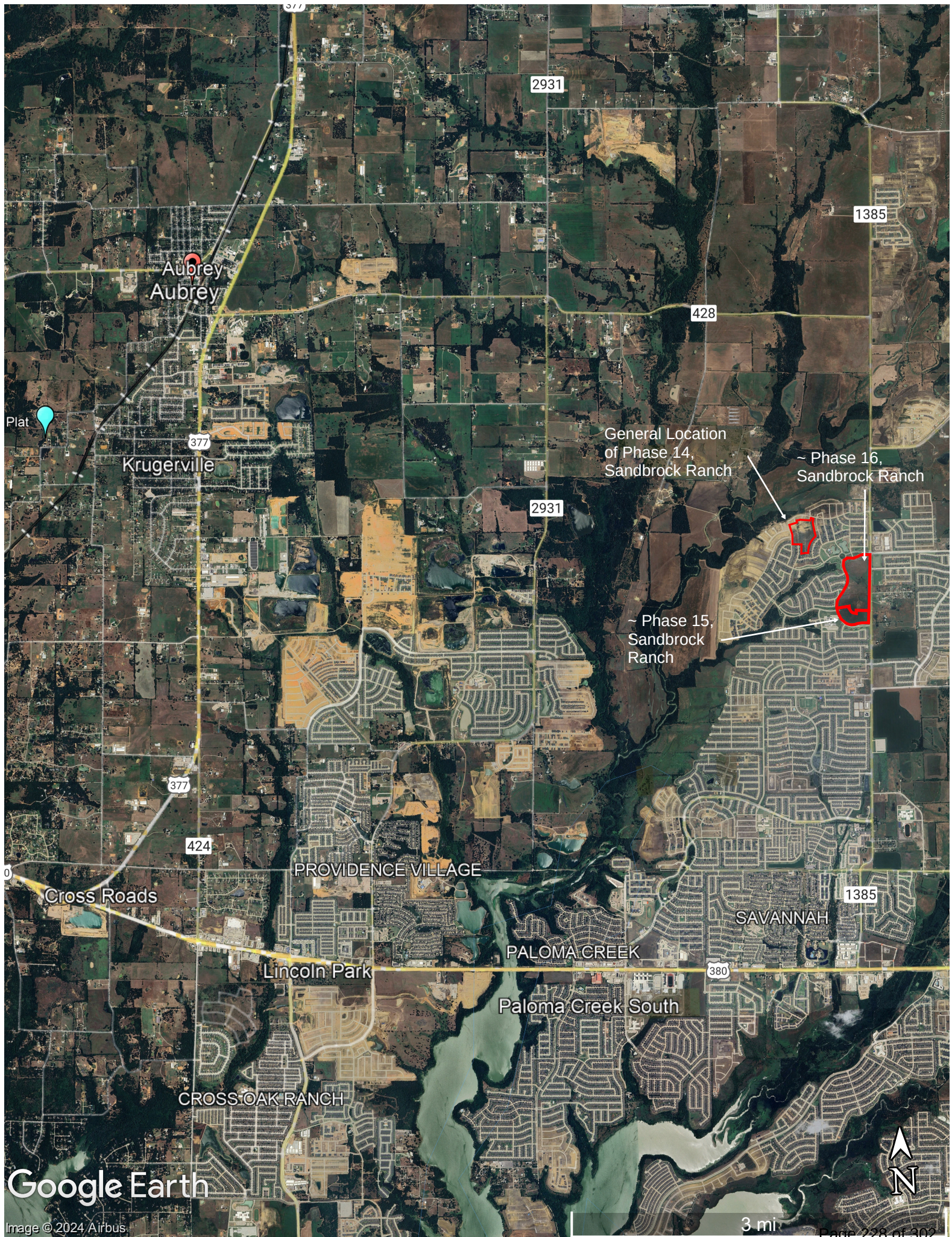
The plat is missing required signatures and proposed street names.

Staff Recommended Motion

Approve with Conditions

Conditions

1. Per Article 11, Appendix B.a. Plat Checklist, the plat is missing required signatures.
2. Per Article 3 Section 1.03 Adequacy of Streets and Thoroughfares d (1) the owner/applicant needs to provide the required ROW along FM 1385. (a total of 70 ft measured from the road centerline.)
3. Per Article 5 Section 4.01 Street Names and Signs, the owner/applicant will need to submit to the city for review and approval proposed street names for this subdivision.





February 28, 2024

Leanne Wilson
Director of Public Works and Development Services
City of Aubrey
107 S. Main St
Aubrey, TX 76227

**RE: Preliminary Plat
Sandbrock Ranch, Phase 14
JBI Project No. ROS021**

Dear Ms. Wilson,

On behalf of Horizon/Deer Creek Development Corp., please accept this letter of intent to consider approval of a Preliminary Plat for Sandbrock Ranch Phase 14. This project is located South of Overbrook Parkway within the Sandbrock Ranch development in Denton County Municipal Utility District No. 6. A Development Agreement record exists for Sandbrock Ranch (Doc. No. 2005-86674). The plat area is 26.210 acres consisting of 123 residential single-family lots with 43 SF-7.2 lots and 80 SF-5.5 lots. Two common area lots are proposed with this plat. These common areas will be used to enhance the neighborhood aesthetically, provide residences meeting areas and recreational areas. Electrical service will be provided by Coserv Electric and gas services will be provided by Atmos Energy. Water and sanitary sewer facilities will be owned and operated by Mustang Special Utility District and designed in accordance with Mustang SUD's design standards. Drainage and paving facilities will be owned and operated by Denton County MUD No. 6 and designed in accordance with the standards described in the Development Agreement.

Please contact me if you have any questions.

Sincerely,

JBI PARTNERS, INC.

A handwritten signature in blue ink that reads "Brittany Crenshaw". The signature is fluid and cursive, written in a professional style.

Brittany Crenshaw, PE
972-738-7281
bcrenshaw@jbipartners.com

WINSTEAD

November 30, 2004

direct dial: 214.745.5149
jmarshall@winstead.com

Mr. Jay Hawes
Provident Realty Advisors
5400 LBJ Freeway, Suite 975
Dallas, TX 75240

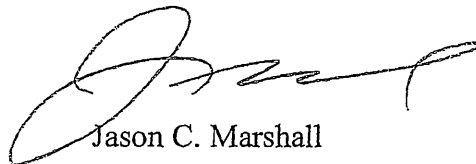
Re: Development Agreement, City of Aubrey

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. Marshall

JCM:lkf
Enclosures

Dallas_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.

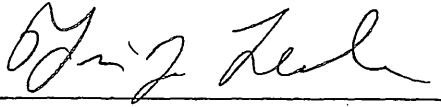
14. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention 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.

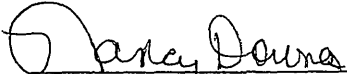
16. Effective Date. This Agreement shall take effect on the date the City adopts an Ordinance expanding the City's ETJ to include the Property (the "Effective Date").

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

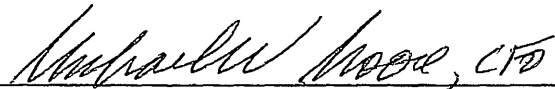
By: 
Name: Michael W. Moore
Title: CFO

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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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	20	Design Speed			
		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 blue-line 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 blue-lines 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



Master Thoroughfare Plan

DRAFT September 22, 2023

Legend

Thoroughfare Designations

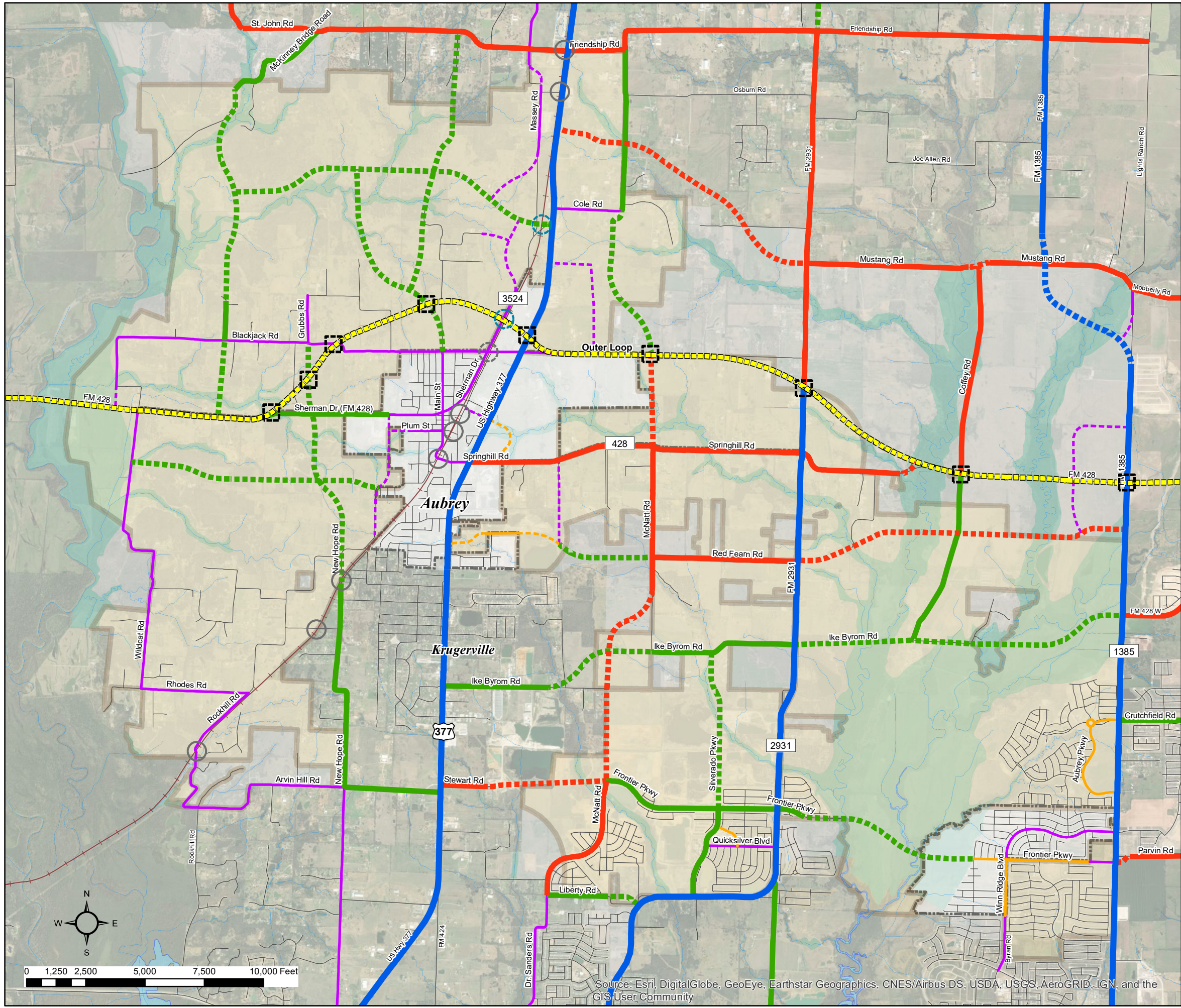
- Highway (500' ROW)
- Principal Arterial (140' ROW)
- Major Arterial (120' ROW)
- Minor Arterial (100' ROW)
- Major Collector (80' ROW)
- Minor Collector (60' ROW)
- Existing Roadway
- Proposed New Roadway
- Existing ROW widths vary.
ROW identified represents minimum ROW.

Crossings

- Grade Separated Roadway (Future)
- Railroad - At Grade (Existing)
- Railroad - At Grade (Future)
- Railroad - Grade Separated (Existing)
- Railroad - Grade Separated (Future)

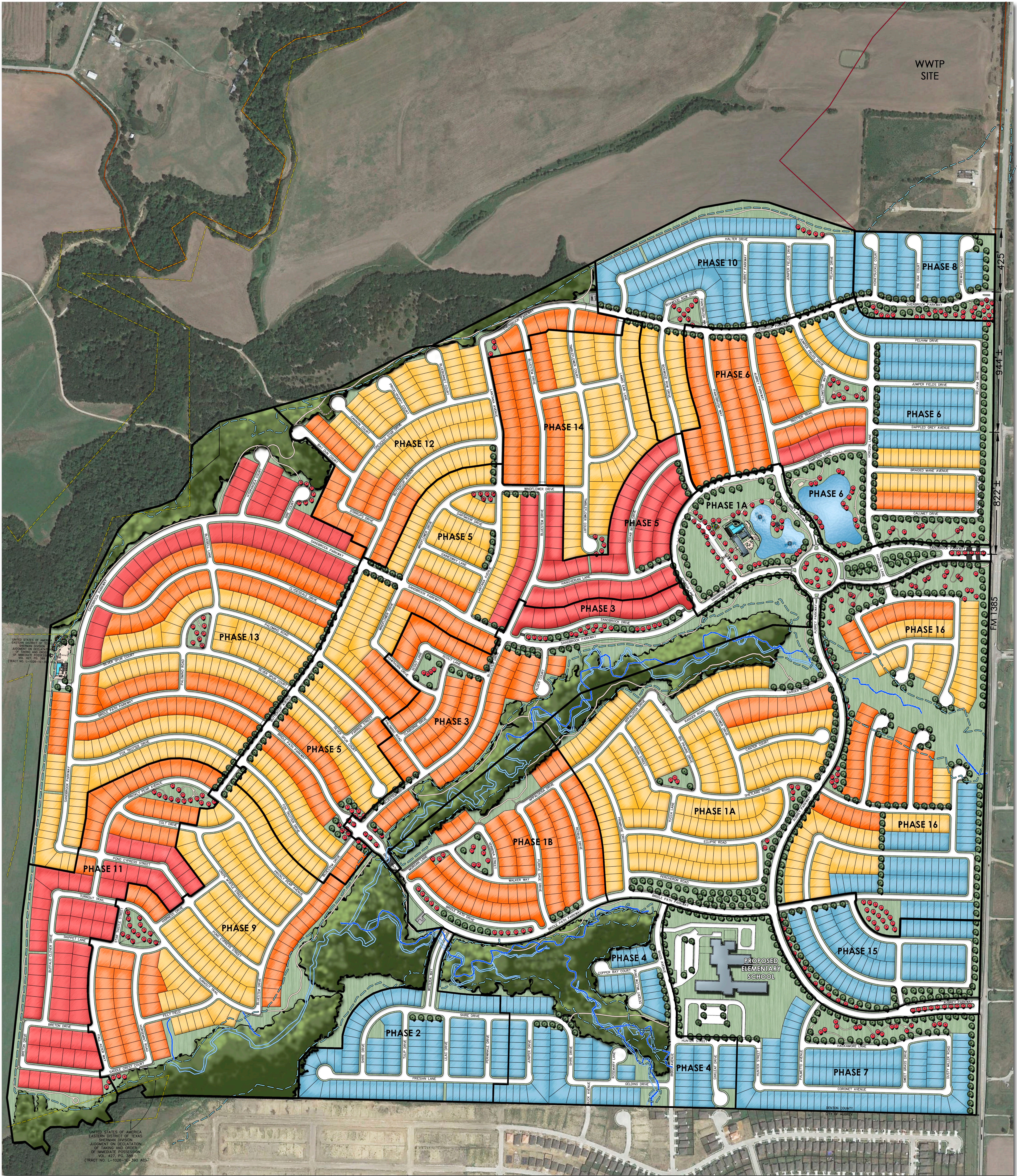
Other

- City Limits
- ETJ
- Floodplain & Open Space
- Aubrey Planning Area Limits
- Streets
- Railroads
- Rivers & Streams
- Waterbodies



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





THIS PLAN IS AN ARTIST'S RENDERING AND MAY NOT DEPICT THE EXACT LOCATION OF THE SITE FEATURES. THE PLAN AND ALL IMPROVEMENTS NOTED ARE SUBJECT TO CHANGE.

PHASE	45' LOTS	50' LOTS	60' LOTS	70' LOTS	TOTAL
1A		188	12		200
1B			83		83
2	111				111
3			69	15	84
4	103				103
5		163	62	65	290
6	98	45	79	8	230
7	104				104
8	45				45
9		114	53		167
10	121	26			147
11			34	78	112
12		86	44		130
13		139	95	48	282
14		80	43		123
15	72				72
16	61	81	51		193
TOTAL	715	922	625	214	2,476



0 100 200 400
1"=200'
FEB 1, 2024
ROS002

SANDBROCK RANCH

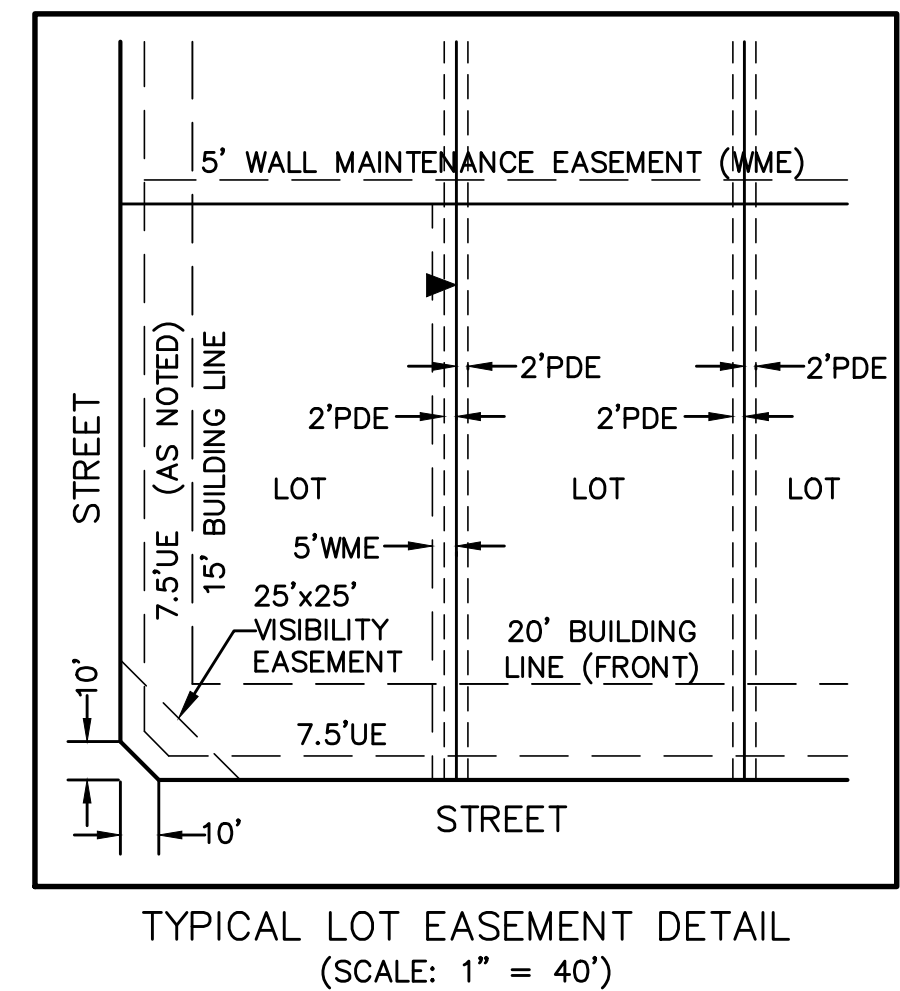
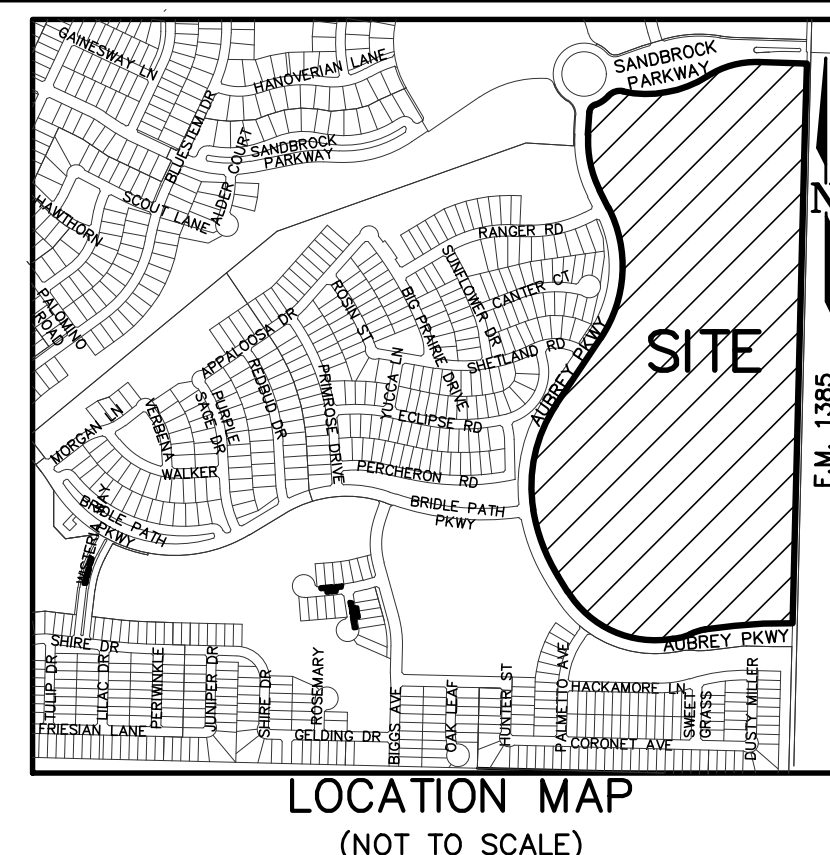
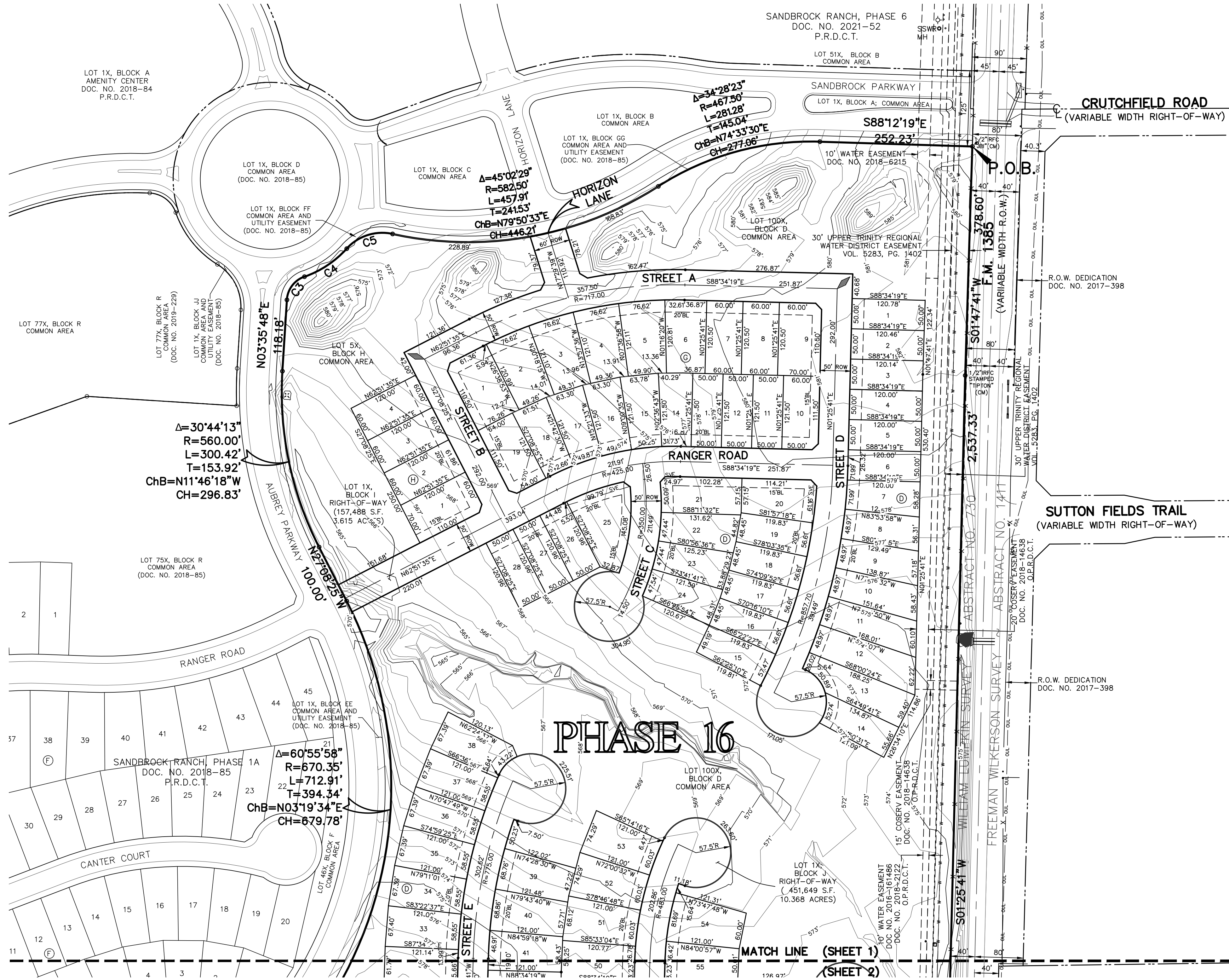
CONCEPT PLAN
DENTON COUNTY, TEXAS PARTNERS

- 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.
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 - 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 ETJ 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.

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
 - IRF IRON ROD FOUND
 - UE UTILITY EASEMENT
 - BL BUILDING LINE SETBACK
 - VOL VOLUME
 - PG PAGE
 - WV WATER VALVE
 - FH FIRE HYDRANT
 - MH MANHOLE
 - RCP REINFORCED CONCRETE PIPE
 - UGL UNDERGROUND LINE MARKER
 - DOC DOCUMENT
 - NO NUMBER
 - R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
 - C.R. COUNTY ROAD
 - RD. ROAD
 - F.M. FARM-TO-MARKET HIGHWAY
 - DE DRAINAGE EASEMENT
 - WME WALL MAINTENANCE EASEMENT
 - SSWR SANITARY SEWER
 - PDE PRIVATE DRAINAGE EASEMENT
 - SVE SIGHT VISIBILITY EASEMENT
 - UE UTILITY EASEMENT
 - OUL OVERHEAD UTILITY LINE
 - 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	81	51	50	182
TOTAL	0	0	965	952	548	2,465



PRELIMINARY PLAT
SANDBROCK RANCH,
PHASE 15 AND 16
BLOCK A, LOTS 1-19, 20X; BLOCK B, 1-24, 25X;
BLOCK C, LOTS 1-18; BLOCK D 1-96, 97X-100X;
BLOCK E, LOTS 1-43, 44X;
BLOCK F, LOTS 1-42, 43X-44X; BLOCK G, LOTS 1-19;
BLOCK H, LOTS 1-4, 5X; BLOCK I, 1X; BLOCK J, LOT 1X

75.771 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

265 RESIDENTIAL LOTS
10 COMMON AREA LOTS
2 RIGHT-OF-WAY LOTS

FEBRUARY 28, 2024 Sheet 1 of 4

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

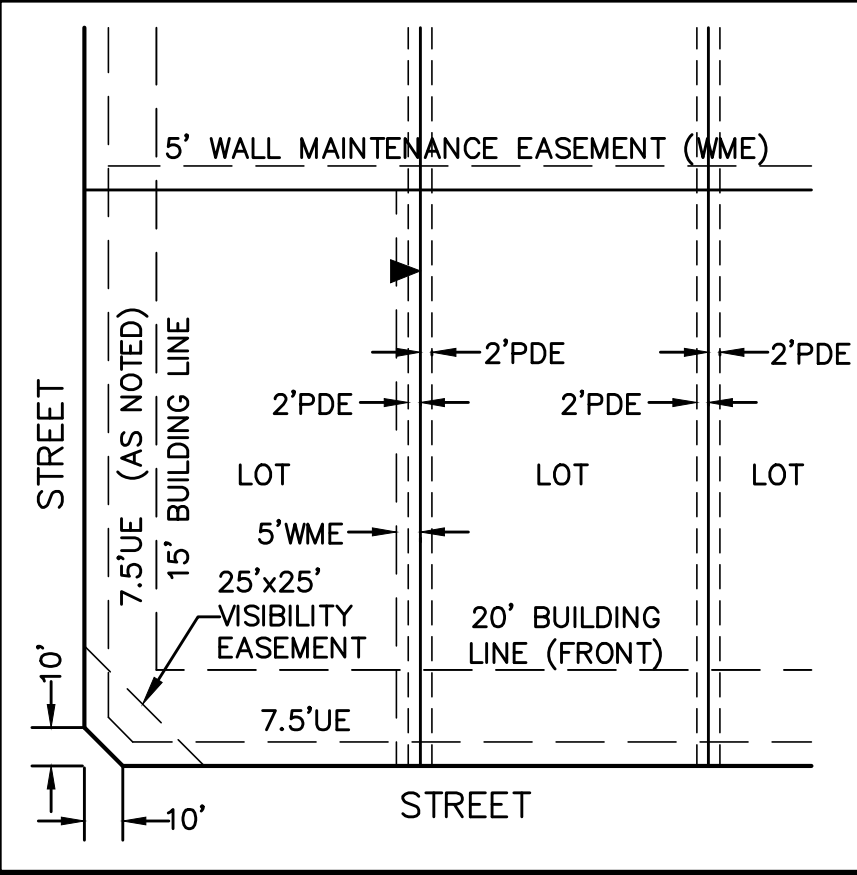
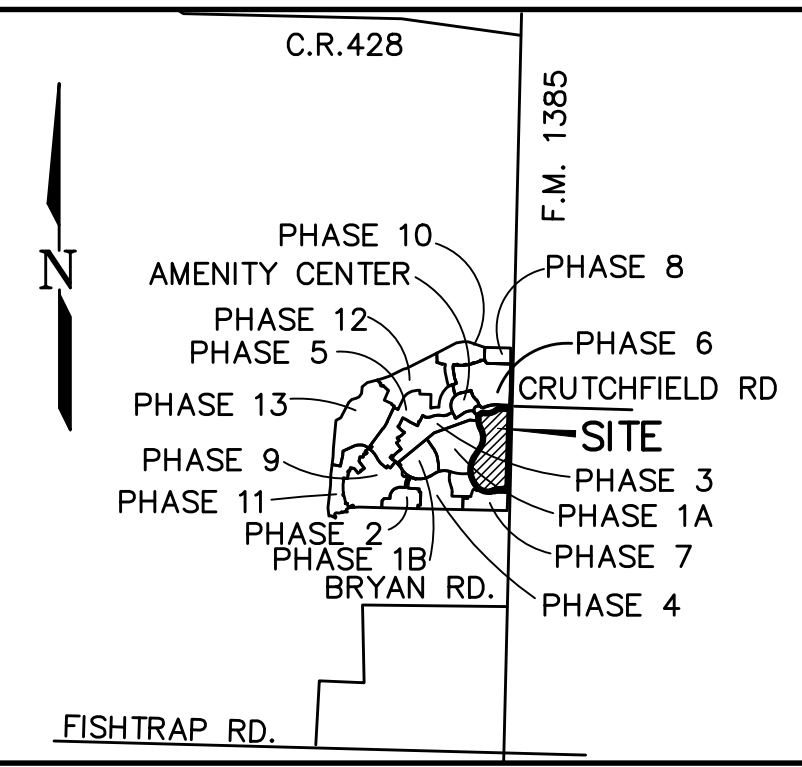
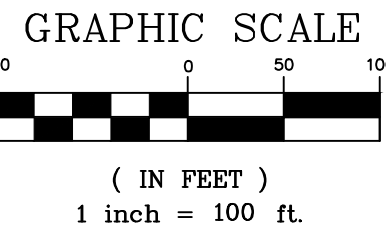
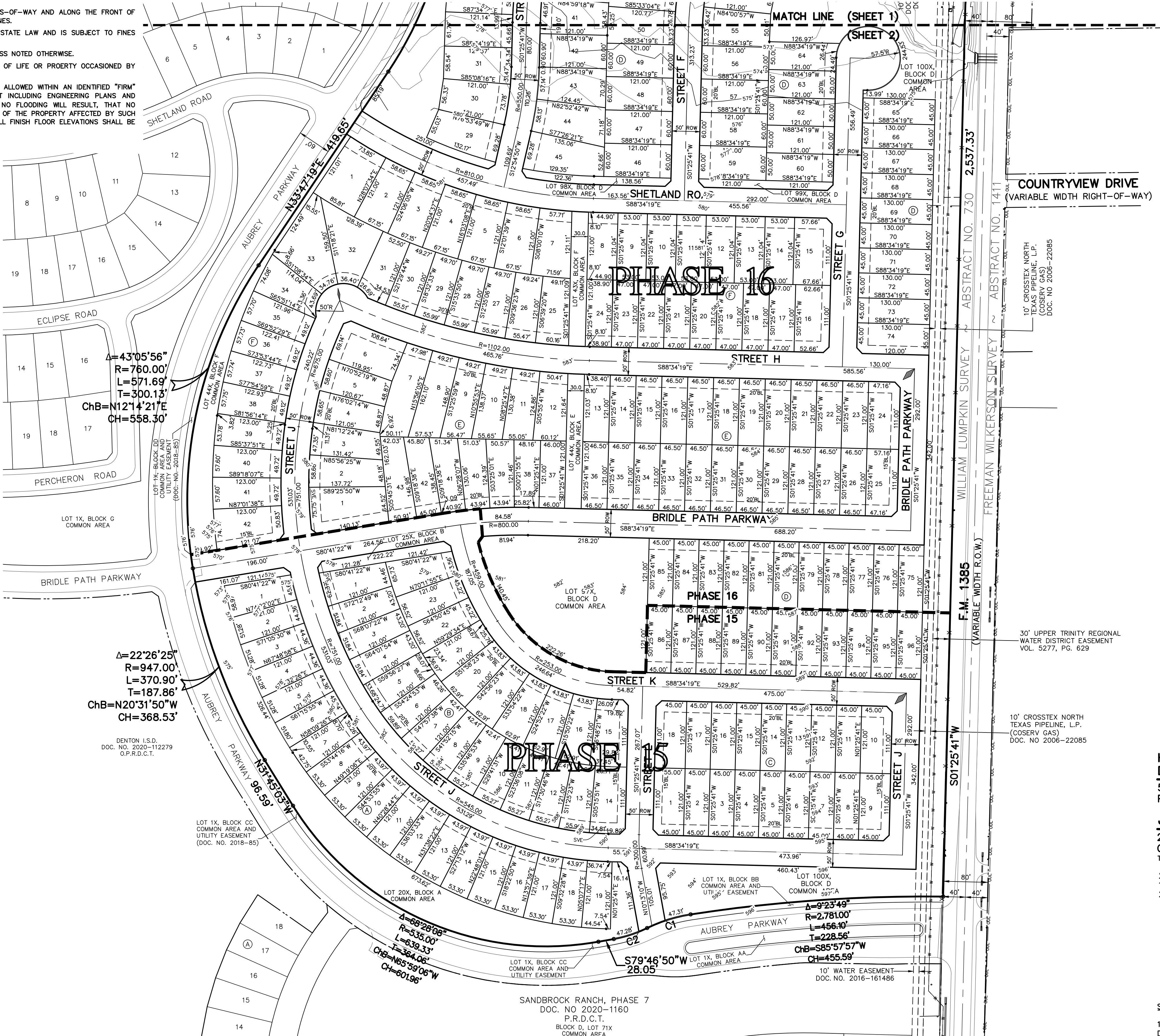
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FLOOD STATEMENT: According to Community Panel No. 48121C0270G dated April 18, 2011 of the Federal Emergency Management Agency, National Flood Insurance Program Map, portions of the subject property are within Zone "AE" (Special Flood Hazard Area-Base flood Elevation Determined) and Zone "X" (Areas determined to be outside 500-year 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 | IRON ROD FOUND |
| UE | UTILITY EASEMENT |
| BL | BUILDING LINE SETBACK |
| VOL | VOLUME |
| PG | PAGE |
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| FH | FIRE HYDRANT |
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| UOL | UNDERGROUND LINE MARKER |
| DOC | DOCUMENT |
| NO | NUMBER |
| R.P.R.D.C.T. | REAL PROPERTY RECORDS DENTON COUNTY, TEXAS |
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PRELIMINARY PLAT

SANDBROCK RANCH,
PHASE 15 AND 16

BLOCK A, LOTS 1-19, 20X; BLOCK B, 1-24, 25X;
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2 RIGHT-OF-WAY LOTS
FEBRUARY 28, 2024 Sheet 2 of 4

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LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES
A-1	6,327	0.145	B-9	5,909	0.136	C-12	5,445	0.125	D-22	7,122	0.164	D-50	7,628	0.175	D-78	5,445	0.125	E-6	9,032	0.207	E-34	5,627	0.129	F-18	5,687	0.131	G-2	8,463	0.194
A-2	5,786	0.133	B-10	5,909	0.136	C-13	5,445	0.125	D-23	6,810	0.156	D-51	8,087	0.186	D-79	5,445	0.125	E-7	8,977	0.206	E-35	5,626	0.129	F-19	5,687	0.131	G-3	8,466	0.194
A-3	5,786	0.133	B-11	5,909	0.136	C-14	5,445	0.125	D-24	6,670	0.153	D-52	8,075	0.185	D-80	5,445	0.125	E-8	8,167	0.187	E-36	5,626	0.129	F-20	5,687	0.131	G-4	8,466	0.194
A-4	5,786	0.133	B-12	5,909	0.136	C-15	5,445	0.125	D-25	10,185	0.234	D-53	8,075	0.185	D-81	5,445	0.125	E-9	7,507	0.172	E-37	5,566	0.128	F-21	5,687	0.131	G-5	8,465	0.194
A-5	5,786	0.133	B-13	5,977	0.137	C-16	5,445	0.125	D-26	6,050	0.139	D-54	8,641	0.198	D-82	5,445	0.125	E-10	6,995	0.161	E-38	5,601	0.129	F-22	5,687	0.131	G-6	8,037	0.185
A-6	5,871	0.135	B-14	7,281	0.167	C-17	5,445	0.125	D-27	6,050	0.139	D-55	7,863	0.181	D-83	5,445	0.125	E-11	6,624	0.152	E-39	5,793	0.133	F-23	5,687	0.131	G-7	7,230	0.166
A-7	5,885	0.135	B-15	7,403	0.170	C-18	6,605	0.152	D-28	6,050	0.139	D-56	7,260	0.167	D-84	5,445	0.125	E-12	6,793	0.156	E-40	6,010	0.138	F-24	5,687	0.131	G-8	7,230	0.166
A-8	5,885	0.135	B-16	6,458	0.148	D-1	6,031	0.138	D-29	8,065	0.185	D-57	7,260	0.167	D-85	5,445	0.125	E-13	5,627	0.129	E-41	6,344	0.146	F-25	6,611	0.152	G-9	8,385	0.192
A-9	5,885	0.135	B-17	6,458	0.148	D-2	6,015	0.138	D-30	7,911	0.182	D-58	7,260	0.167	D-86	5,445	0.125	E-14	5,626	0.129	E-42	6,422	0.147	F-26	6,335	0.145	G-10	7,240	0.166
A-10	5,885	0.135	B-18	6,458	0.148	D-3	6,002	0.138	D-31	7,550	0.173	D-59	7,260	0.167	D-87	5,445	0.125	E-15	5,626	0.129	E-43	6,975	0.160	F-27	6,394	0.147	G-11	6,075	0.139
A-11	5,885	0.135	B-19	6,458	0.148	D-4	6,000	0.138	D-32	7,358	0.169	D-60	6,050	0.139	D-88	5,445	0.125	E-16	5,626	0.129	E-44X	7,268	0.167	F-28	6,394	0.147	G-12	6,075	0.139
A-12	5,885	0.135	B-20	6,458	0.148	D-5	6,000	0.138	D-33	7,597	0.174	D-61	6,050	0.139	D-89	5,445	0.125	E-17	5,627	0.129	F-1	9,659	0.222	F-29	6,394	0.147	G-13	6,075	0.139
A-13	5,885	0.135	B-21	6,337	0.145	D-6	6,003	0.138	D-34	7,593	0.174	D-62	6,050	0.139	D-90	5,445	0.125	E-18	5,627	0.129	F-2	7,611	0.175	F-30	6,339	0.146	G-14	6,415	0.147
A-14	5,885	0.135	B-22	6,155	0.141	D-7	6,473	0.149	D-35	7,593	0.174	D-63	6,050	0.139	D-91	5,445	0.125	E-19	5,626	0.129	F-3	7,611	0.175	F-31	6,603	0.152	G-15	6,892	0.158
A-15	5,885	0.135	B-23	6,155	0.141	D-8	6,619	0.152	D-36	7,593	0.174	D-64	6,100	0.140	D-92	5,445	0.125	E-20	5,627	0.129	F-4	7,611	0.175	F-32	9,510	0.218	G-16	6,840	0.157
A-16	5,885	0.135	B-24	6,612	0.152	D-9	7,055	0.162	D-37	7,593	0.174	D-65	5,850	0.134	D-93	5,445	0.125	E-21	5,627	0.129	F-5	7,611	0.175	F-33	11,206	0.257	G-17	6,840	0.157
A-17	5,885	0.135	B-25X	4,749	0.109	D-10	7,682	0.176	D-38	7,864	0.181	D-66	5,850	0.134	D-94	5,445	0.125	E-22	5,626	0.129	F-6	7,611	0.175	F-34	6,802	0.156	G-18	6,744	0.155
A-18	5,885	0.135	C-1	6,605	0.152	D-11	8,518	0.196	D-39	7,689	0.177	D-67	5,850	0.134	D-95	5,445	0.125	E-23	5,626	0.129	F-7	7,823	0.180	F-35	6,526	0.150	G-19	7,726	0.177
A-19	5,831	0.134	C-2	5,445	0.125	D-12	9,584	0.220	D-40	7,699	0.177	D-68	5,850	0.134	D-96	5,445	0.125	E-24	6,867	0.158	F-8	6,413	0.147	F-36	6,549	0.150	H-1	8,350	0.192
A-20X	64,705	1.485	C-3	5,445	0.125	D-13	9,354	0.215	D-41	7,550	0.173	D-69	5,850	0.134	D-97X	59,491	1.366	E-25	6,867	0.158	F-9	6,413	0.147	F-37	6,564	0.151	H-2	7,200	0.165
B-1	6,463	0.148	C-4	5,445	0.125	D-14	6,491	0.149	D-42	7,260	0.167	D-70	5,850	0.134	D-98X	3,941	0.090	E-26	5,627	0.129	F-10	6,413	0.147	F-38	6,572	0.151	H-3	7,200	0.165
B-2	5,750	0.132	C-5	5,445	0.125	D-15	6,405	0.147	D-43	7,830	0.180	D-71	5,850	0.134	D-99X	3,530	0.081	E-27	5,626	0.129	F-11	6,413	0.147	F-39	6,597	0.151	H-4	7,200	0.165
B-3	5,750	0.132	C-6	5,445	0.125	D-16	6,309	0.145	D-44	8,299	0.191	D-72	5,850	0.134	D-100X	664,433	15.253	E-28	5,627	0.129	F-12	6,413	0.147	F-40	6,600	0.152	H-5X	117,286	2.693
B-4	5,750	0.132	C-7	5,445	0.125	D-17	6,309	0.145	D-45	8,859	0.203	D-73	5,850	0.134	E-1	10,426	0.239	E-29	5,626	0.129	F-13	6,413	0.147	F-41	6,600	0.152	I-1X	157,488	3.615
B-5	6,360	0.146	C-8	5,445	0.125	D-18	6,309	0.145	D-46	7,260	0.167	D-74	7,100	0.163	E-2	7,178	0.165	E-30	5,626	0.129	F-14	6,413	0.147	F-42	8,269	0.190	J-1X	451,649	10.368
B-6	6,422	0.147	C-9	6,605	0.152	D-19	6,309	0.145	D-47	7,260	0.167	D-75	5,445	0.125	E-3	6,763	0.155	E-31	5,627	0.129	F-15	8,137	0.187	F-43	7,262	0.167			
B-7	5,909	0.136	C-10	6,605	0.152	D-20	7,794	0.179	D-48	7,260	0.167	D-76	5,445	0.125	E-4	6,446	0.148	E-32	5,627	0.129	F-16	7,532	0.173	F-44X	20,945	0.481			
B-8	5,909	0.136	C-11	5,445	0.125	D-21	7,997	0.184	D-49	7,260	0.167	D-77	5,445	0.125	E-5	6,415	0.147	E-33	5,627	0.129	F-17	5,687	0.131	G-1	9,205	0.211			

CURVE TABLE					
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING
C1	82.44'	017°23'52"	271.50'	41.54'	S72°34'07"W
C2	63.45'	015°54'38"	228.50'	31.93'	S71°49'30"W
C3	50.89'	067°02'05"	43.50'	28.81'	N37°06'48"E
C4	84.68'	028°27'23"	170.50'	43.23'	N56°24'09"E
C5	83.51'	060°11'20"	79.50'	46.07'	N72°16'07"E

PRELIMINARY PLAT
SANDBROCK RANCH,
PHASE 15 AND 16
BLOCK A, LOTS 1-19, 20X; BLOCK B, 1-24, 25X;
BLOCK C, LOTS 1-18; BLOCK D 1-96, 97X-100X;
BLOCK E, LOTS 1-43, 44X;
BLOCK F, LOTS 1-42, 43X-44X; BLOCK G, LOTS 1-19;
BLOCK H, LOTS 1-4, 5X; BLOCK I, 1X; BLOCK J, LOT 1X

75.771 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 Plano, Texas 75024	(972) 789-3500
JB PARTNERS, INC.	SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 Carrollton, Texas 75006 TBPE No. F-438 TBPLS No. 10076000	(972)248-7676

265 RESIDENTIAL LOTS 10 COMMON AREA LOTS 2 RIGHT-OF-WAY LOTS	FEBRUARY 28, 2024 Sheet 3 of 4
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SPECIAL NOTE TO LOT SURVEYORS:
1. REFER TO TYPICAL LOT EASEMENT DETAIL FOR 2' DRAINAGE EASEMENTS AND 5' WALL MAINTENANCE EASEMENTS.

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, all 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 all 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 1/2" iron rod with cap stamped "JBI" found in the east line of said 309.938 acre tract, said point being located at the intersection of the west right-of-way line of F.M. Highway No. 1385 (80 foot R.O.W. at this point) and the south line of Sandbrock Parkway (125 foot R.O.W.) as dedicated by the Final Plat of Sandbrock Ranch, Phase 1A, an addition to Denton County, Texas as recorded as Document No. 2018-85, Plat Records, Denton County, Texas;

THENCE, along the east line of said 309.938 acre tract and the west right-of-way line of F.M. Highway No. 1385, South 01 degrees 47 minutes 41 seconds West for a distance of 378.60 feet to a one-half inch iron rod with cap stamped "Tipton" found, being the northeast corner of said 3.691 acre tract;

THENCE, continuing along the west right-of-way line, South 01 degrees 25 minutes 41 seconds West, a distance of 2,537.33 feet to a one-half inch iron rod with cap stamped "JBI" set (herein after called "one-half inch iron rod set"), being in the easterly line of said Sandbrock Ranch Phase 1A, the beginning of a non-tangent curve to the left;

THENCE, departing said westerly right-of-way, along the easterly right-of-way line of said Sandbrock Ranch Phase 1A as follows:

Along said 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 one-half inch iron rod set, 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 228.50 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 one-half inch iron rod set, 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 83.45 feet, a chord bearing of South 71 degrees 49 minutes 30 seconds West and a chord distance of 63.25 feet to a one-half inch iron rod set;

South 79 degrees 46 minutes 50 seconds West for a distance of 28.05 feet to a one-half inch iron rod set, 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 set;

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

Along said curve to the right through 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 one-half inch iron rod set, the beginning of a curve to the right;

Along said curve to the right through a angle of 43 degrees 05 minutes 56 seconds, having a radius of 760.00 feet, an arc length of 571.69 feet, a chord bearing of North 12 degrees 14 minutes 21 seconds East and a chord distance of 558.30 feet to a one-half inch iron rod set;

North 33 degrees 47 minutes 19 seconds East for a distance of 419.65 feet to a one-half inch iron rod set, the beginning of a curve to the left;

Along said curve to the left through a central angle of 60 degrees 55 minutes 58 seconds, having a radius of 670.35 feet, an arc length of 712.91 feet, a chord bearing of North 03 degrees 19 minutes 34 seconds East and a chord distance of 679.78 feet to a one-half inch iron rod set;

North 27 degrees 08 minutes 25 seconds West for a distance of 100.00 feet to a one-half inch iron rod set, the beginning of a curve to the right;

Along said curve to the right through a central angle of 30 degrees 44 minutes 13 seconds, having a radius of 560.00 feet, an arc length of 300.42 feet, a chord bearing of North 11 degrees 46 minutes 18 seconds West and a chord distance of 296.83 feet to a one-half inch iron rod set;

North 03 degrees 35 minutes 48 seconds East for a distance of 118.18 feet to a one-half inch iron rod set, the beginning of a curve to the right;

Along said curve turning to the right through 67 degrees 02 minutes 05 seconds, having a radius of 43.50 feet, an arc length of 50.89 feet, a chord bearing of North 37 degrees 06 minutes 48 seconds East and a chord distance of 48.04 feet to a one-half inch iron rod set, the beginning of a curve to the left;

Along said curve to the left through 28 degrees 27 minutes 23 seconds, having a radius of 170.50 feet, an arc length of 84.68 feet, a chord bearing of North 56 degrees 24 minutes 09 seconds East and a chord distance of 83.81 feet to a one-half inch iron rod set the beginning of a curve to the right;

Along said curve to the right through 60 degrees 11 minutes 20 seconds, having a radius of 79.50 feet, an arc length of 83.51 feet, a chord bearing of North 72 degrees 16 minutes 07 seconds East and a chord distance of 79.73 feet to a one-half inch iron rod set. the beginning of a curve to the left;

Along said curve to the left through a central angle of 45 degrees 02 minutes 29 seconds, having a radius of 582.50 feet, an arc length of 457.91 feet, a chord bearing of North 79 degrees 50 minutes 33 seconds East and a chord distance of 446.21 feet to a one-half inch iron rod set, the beginning of a curve to the right;

Along said curve turning to the right through an angle of 34 degrees 28 minutes 23 seconds, having a radius of 467.50 feet, an arc length of 281.28 feet, a chord bearing of North 74 degrees 33 minutes 30 seconds East and a chord distance of 277.06 feet to a one-half inch iron rod set;

THENCE, South 88 degrees 12 minutes 19 seconds East a distance of 252.23 feet to the POINT OF BEGINNING and containing 3,300,565 square feet or 75.771 acres of land.

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT HORIZON/DEER CREEK DEVELOPMENT CORPORATION, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as SANDBROCK RANCH, PHASE 15 AND 16, an addition to the City of Aubrey, Texas, ETJ and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Aubrey's use thereof. Public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. Public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone. (If the plat contains Fire Lane Easements, add .)That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.(If the plat contains access easements, add...)The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Aubrey, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

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

WITNESS my hand this the _____ day of _____, 2024.

HORIZON/DEER CREEK DEVELOPMENT CORPORATION

By: _____

Rod Sanders, President

STATE OF TEXAS §

COUNTY OF COLLIN §

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

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

Notary Public in and for The State of Texas

My Commission Expires: _____

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 _____, 2024.

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

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared WILLIAM J. JOHNSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

Notary Public, State of Texas

CERTIFICATE OF PRELIMINARY PLAT APPROVAL

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

_____ day of _____, 2024.

Chris Rich, Mayor
City of Aubrey, Texas

PRELIMINARY PLAT

SANDBROCK RANCH,
PHASE 15 AND 16

BLOCK A, LOTS 1-19, 20X; BLOCK B, 1-24, 25X;
BLOCK C, LOTS 1-18; BLOCK D 1-96, 97X-100X;
BLOCK E, LOTS 1-43, 44X;
BLOCK F, LOTS 1-42, 43X-44X; BLOCK G, LOTS 1-19;
BLOCK H, LOTS 1-4, 5X; BLOCK I, 1X; BLOCK J, LOT 1X

75.771 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

265 RESIDENTIAL LOTS
10 COMMON AREA LOTS
2 RIGHT-OF-WAY LOTS

FEBRUARY 28, 2024 Sheet 4 of 4

SPECIAL NOTE TO LOT SURVEYORS:

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

Planning and Zoning Commission Meeting Minutes

Aubrey City Hall
107 S. Main St.
Aubrey, TX 76227
February 8, 2024
6:00 P.M.



The meeting was called to order at 6:03 p.m.

Present: **Place 1** – Christal Johnson (Co-chair) (via zoom)
 Place 2 – Donald Smith
 Place 3 – Karen Skinner
 Place 4 – Kyle Kennedy
 Place 5 – Candace Stone
 Place 6 – Brittney Murray
 Place 7 – Sina Tidwell (Chair)

Absent: **Alternate:** Chuck Fuller

Staff Present: City Secretary Jenny Hicks, Director of Public Works and Development Services Leanne Wilson, Attorney Cynthia Kirchoff, Administrative Assistant Christy Sayer, CIP & Permits Manager Shanda Guffee;

Invocation & Pledge of Allegiance: Commissioner Skinner offered the invocation. Commissioner Murray led the Pledges of Allegiance.

Community Announcements: March 9th Annual Household Hazardous Waste Event

Citizen Input: None

Agenda Items:

1. Hold Public Hearing, Consider and make a recommendation to City Council regarding a request for the change of zoning from unzoned land previously located in the City of Aubrey Extraterritorial Jurisdiction to MF-Multiple-Family Residential on approximately 55.3 acres of land generally located west of FM 2931, north of Frontier Parkway, east and south of Ike Byrom Road, legally described as Pecan Creek Addition, Phase 1, Lot 1 (DCAD Parcel ID 962087) and Lot 2 (DCAD Parcel ID 962088), Block A and Tract 3A (DCAD Parcel ID 771181) of the James Bridges Survey, Abstract No. 36, Denton County, Texas. *Property Owners: EMLI PECAN TC I LP and ALCM CONSTRUCTION LLC*

The public hearing was opened at 6:10 p.m. and closed at 6:11 p.m.

Helen-Eve Beadle provided information. No public input was received.

Commissioner Smith made a motion to approve the zoning change request. Commissioner Kennedy seconded. Motion carried 6-1 with Commissioner Murray opposed.

2. Consider and make a recommendation to City Council regarding a Final Plat of Aubrey 377 Addition, Block A, Lot 2 being a replat of Block A Lot 2, 2.0984 acres of land situated in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas located immediately east of US 377 south of Concho Street and north of Surveyors Road within the city limits of Aubrey.

Cate Ball provided information.

Commissioner Kennedy made a motion to approve the Final Plat with the following conditions:

1. Per Article 2, Section 1.06, proof of property owner's authorized agent.
2. Per Article 11, Appendix B.a. Final Plat Checklist, the plat is missing required signatures.

Commissioner Johnson seconded. Motion carried unanimously.

3. Consider and act on a Site Plan and Landscape Variance request for Aubrey 377 Addition, Block A, Lot 2, being 2.0984 acres of land situated in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas located immediately east of US 377 south of Concho Street and north of Surveyors Road within the city limits of Aubrey.

Cate Ball provided information.

Om Chhetri, iCivil Engineering, provided information.

In accordance with Texas Government Code, Section 551.001, et seq., the Planning and Zoning commission recessed into Executive Session (closed meeting) at 6:31 p.m. to discuss the following:

Section 551.071 Consultation with Attorney. (1) to seek advice from the City attorney regarding: (A) pending or contemplated litigation; or (B) a settlement offer, or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Board of Texas clearly conflicts with the Texas Open Meetings Act, Regarding this item.

Reconvened into Open Session at 7:12 p.m.

Commissioner Tidwell made a motion to table until the March 14th meeting. Commissioner Murray seconded. Motion carried unanimously.

4. Consider and make a recommendation to City Council regarding appointing a member to the Planning & Zoning Commission as an alternate.

Commissioner Smith made a motion to recommend the appointment of Nicole Shaw to the Commission as an alternate. Commissioner Stone seconded. Motion carried unanimously.

5. Consideration and action on approval of Minutes of the January 11, 2024 Planning and Zoning Commission Meeting.

Commissioner Stone made a motion to approve the minutes. Commissioner Skinner seconded. Motion carried unanimously.

The meeting was adjourned at 7:27 p.m.

PASSED and APPROVED by the Planning and Zoning Commission of the City of Aubrey, Texas this 14th day of March, 2024.

Sina Tidwell, Commission Chair

ATTEST:

Jenny Hicks, City Secretary