

Planning and Zoning Commission Meeting

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



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

Notice Regarding Remote Participation of Board Members

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

Notice Regarding Public Participation

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

Join the Zoom Meeting by clicking on the following

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

Meeting ID: 898 9567 6214 Password: 966888

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

Call to Order - Determine if a Quorum is Present:

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

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

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

New Business: New items previously requested for consideration.

1. Minutes of the March 14, 2024 meeting.
2. Consideration and action on a Final Plat of High Point Ranch Phase 1C being 32.472 acres in the Francisco Trevino Survey, Abstract No. 1243, City of Aubrey, Denton County, Texas located immediately east of US 377 between Spring Hill Road (FM 428) on the south and East Blackjack Rd on the north within the city limits of Aubrey. (*Aubrey Blackjack Partners, LLC*.)
3. Consider and make a recommendation to the City Council regarding a Preliminary Plat for the Trivedi Addition for 2 lots in 25.159 acres of land out of the F. Trevino, Abstract No. 1243, within the City of Aubrey, Denton County, Texas. (*Pretium Capital, LLC*)
4. Consider and make a recommendation to the City Council regarding a Final Plat for Ribbonwood Phase 1 for 213 residential lots, 4 open space lots in 43.864 acres of land out of the F.H. Pollard Survey, Abstract No. 995, within the Extraterritorial Jurisdiction of the City of Aubrey, Denton County, Texas. (*Clayton Lee Boyd, Investment Trustee under the Boyd 2021 Investment Trust*)

-ADJOURN-

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

I certify that the attached notice and agenda of items to be considered by the Planning and Zoning Commission of the City of Aubrey, Texas was removed by me from the official bulletin board of the City of Aubrey, Texas, 107 South Main St, Aubrey, Texas on the _____ day of _____, 2024.

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

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

Planning and Zoning Commission Meeting Minutes

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



The meeting was called to order at 6:24 p.m.

Present: **Place 2** – Donald Smith
 Place 4 – Kyle Kennedy
 Place 5 – Candace Stone
 Place 7 – Sina Tidwell (Chair)

Absent: **Place 3** – Karen Skinner
 Place 6 – Brittney Murray
 Alternate: Chuck Fuller
 Alternate: Nicole Shaw

Staff Present: City Secretary Jenny Hicks; Director of Public Works and Development Services Leanne Wilson; Attorney Cynthia Kirchoff; CIP & Permits Manager Shanda Guffee; Planner Cate Ball; Planner Helen-Eve Beadle

Invocation & Pledge of Allegiance: Commissioner Tidwell offered the invocation and Commissioner Kennedy led the Pledge of Allegiance.

Community Announcements:

- Commissioner Tidwell announced the City's Easter event on March 23rd in downtown Aubrey from 9:00 am until noon.

Citizen Input: None

Agenda Items:

1. Consider and act on 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*

Cate Ball Provided information.

Commissioner Smith made a motion to recommend approval. Commissioner Stone seconded. Motion carried unanimously.

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*

Cate Ball Provided information.

Commissioner Kennedy made a motion to recommend approval 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 Smith seconded. Motion carried unanimously.

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*

Cate Ball Provided information.

Commissioner Smith made a motion to recommend approval with the following condition: Per Article 11, Appendix B.a. Final Plat Checklist, the plat is missing required signatures. Commissioner Stone seconded. Motion carried unanimously.

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.

Helen-Eave Beadle provided information.

The Public Hearing was opened at 6:44 p.m. and closed at 6:44 p.m.

Commissioner Kennedy made a motion to recommend approval. Commissioner Smith seconded. Motion carried unanimously.

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*

Helen-Eave Beadle provided information.

The Public Hearing was opened at 6:52 p.m. and closed at 6:52 p.m.

Commissioner Tidwell made a motion to recommend approval. Commissioner Smith seconded. Motion carried unanimously.

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*

Helen-Eave Beadle provided information.

The Public Hearing was opened at 6:58 p.m. and closed at 6:58 p.m.

Commissioner Tidwell made a motion to recommend approval. Commissioner Stone seconded. Motion carried unanimously.

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 Loyd*

Helen-Eave Beadle provided information.

Commissioner Kennedy made a motion to recommend approval subject to the following condition: Provide for open space/park parking spaces as off-street spaces and are not shared with the street right-of-way. Commissioner Stone seconded. Motion carried unanimously.

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*

Helen-Eave Beadle provided information.

Commissioner Stone made a motion to recommend approval. Commissioner Smith seconded. Motion carried unanimously.

9. Consider and make a recommendation to City Council regarding 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*

Cate Ball provided information.

Commissioner Stone made a motion to recommend approval with the following condition: Per Article 11, Appendix B.a. Final Plat Checklist, the plat is missing required signatures. Commissioner Kennedy seconded. Motion carried unanimously.

10. Consider and make a recommendation to City Council regarding 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*

Cate Ball provided information.

Commissioner Smith made a motion to recommend approval with the following 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.

Commissioner Kennedy seconded. Motion carried unanimously.

11. Consideration and action on approval of Minutes of the February 8, 2024 Planning and Zoning Commission Meeting.

Commissioner Tidwell made a motion to approve the minutes with the amendment to Item 3 reflecting 5-2 vote and amending the end time to 7:26 p.m. made a motion to recommend approval. Commissioner Stone seconded. Motion carried unanimously.

The meeting was adjourned at 7:23 p.m.

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

Sina Tidwell, Commission Chair

ATTEST:

Jenny Hicks, City Secretary



*Case Report –Highpointe Ranch Phase 1C Final Plat
Planning and Zoning – April 11, 2024
City Council – April 25, 2024*

To: Mayor, City Council, Planning and Zoning Commission
From: Cate Ball, AICP, PE
Request: Final Plat for Highpointe Ranch Phase 1C

Owner: Aubrey Blackjack Partners, LLC
Engineers: Kimley-Horn and Associates, Inc (Kyle Brockman, PE and Thomas Fletcher, PE)
Application
Date: March 13, 2024
Location: Within city limits of Aubrey immediately east of US 377 bounded on the north by E. Blackjack Rd and on the south by Spring Hill Rd (Hwy 428).
Zoning: PD – Planned Development District; SF-5 lots according to the Development Agreement.
Future Land
Use Plan: Neighborhood Commercial, Estate Neighborhood, and Floodplain & Open Space
Current Use: Undeveloped land. Proposed use is single family residential.

Analysis: A Preliminary Plat for the overall Highpointe Ranch development was approved March of 2022. The Final plat for this phase 1C is generally consistent with the layout of the preliminary plat.

The application for this Final Plat was deemed substantially complete March 20, 2024. The plat includes right of way, temporary and permanent utility and drainage easements as well as 13 residential SF-5 lots, and 3 HOA lots.

The applicant's project engineer has coordinated with TNMP (Texas New Mexico Power) to provide electricity to the subdivision and with FisionX (Hotwire Communication) for internet and communication services. Water, sewer, and solid waste services will be provided by the City of Aubrey. Utility providers indicate that the easement locations and widths are adequate for their needs. Since this is an in-city MUD, the City of Aubrey will be taking ownership and responsibility of all streets, drainage, water, and sewer. The City Engineer has reviewed the construction plans and has no further comments.

The plat is missing signatures on the plat as well as the recorded instrument numbers for the temporary and permanent easements.

Per Chpt 20, Article 2 Section 1.05(f) (1): The Planning and Zoning Commission shall review each Plat Application and shall take action to recommend:

- a) approval of the Plat Application,
- b) approval of the Plat Application subject to certain conditions, or
- c) denial of the Plat Application.

Recommendation:

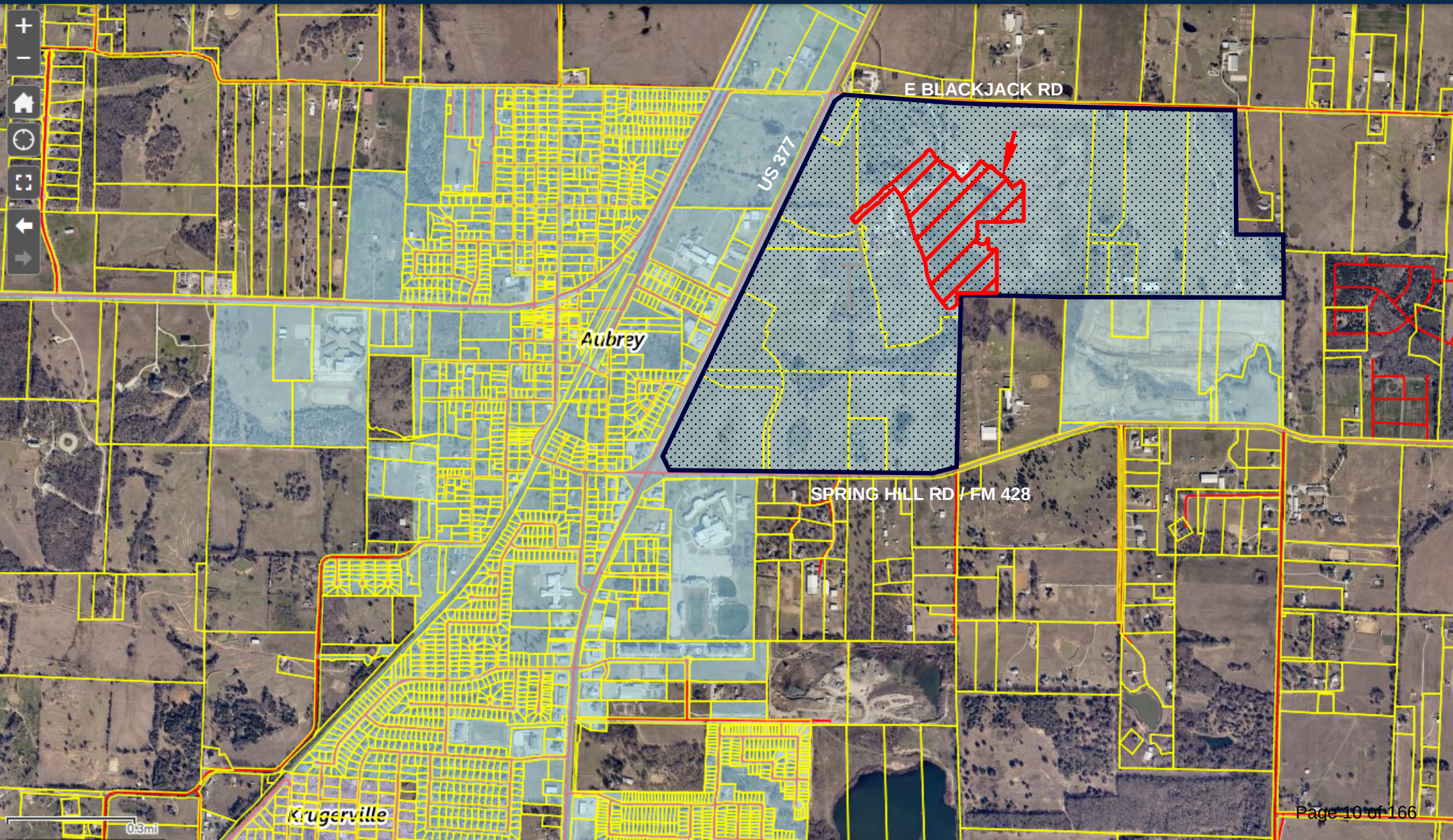
The Planner recommends conditional approval of the Final plat, with the conditions listed below:

- 1) Per Article 2, Section 4.08 b; include all recorded instrument numbers for temporary and permanent utility and drainage easements noted on the plat.

- 2) Per Article 11, Appendix B, Final Plat Checklist, the plat is missing required signatures and seals.

Attachments:

Zoning Map
Location Map
Concept/Phasing Plan
Preliminary Plat
Final Plat
Engineer's Summary Report





Search

District Summary

Zoning Information

PD

Planned Development District

Zoning Hyperlinks

Allowed Uses

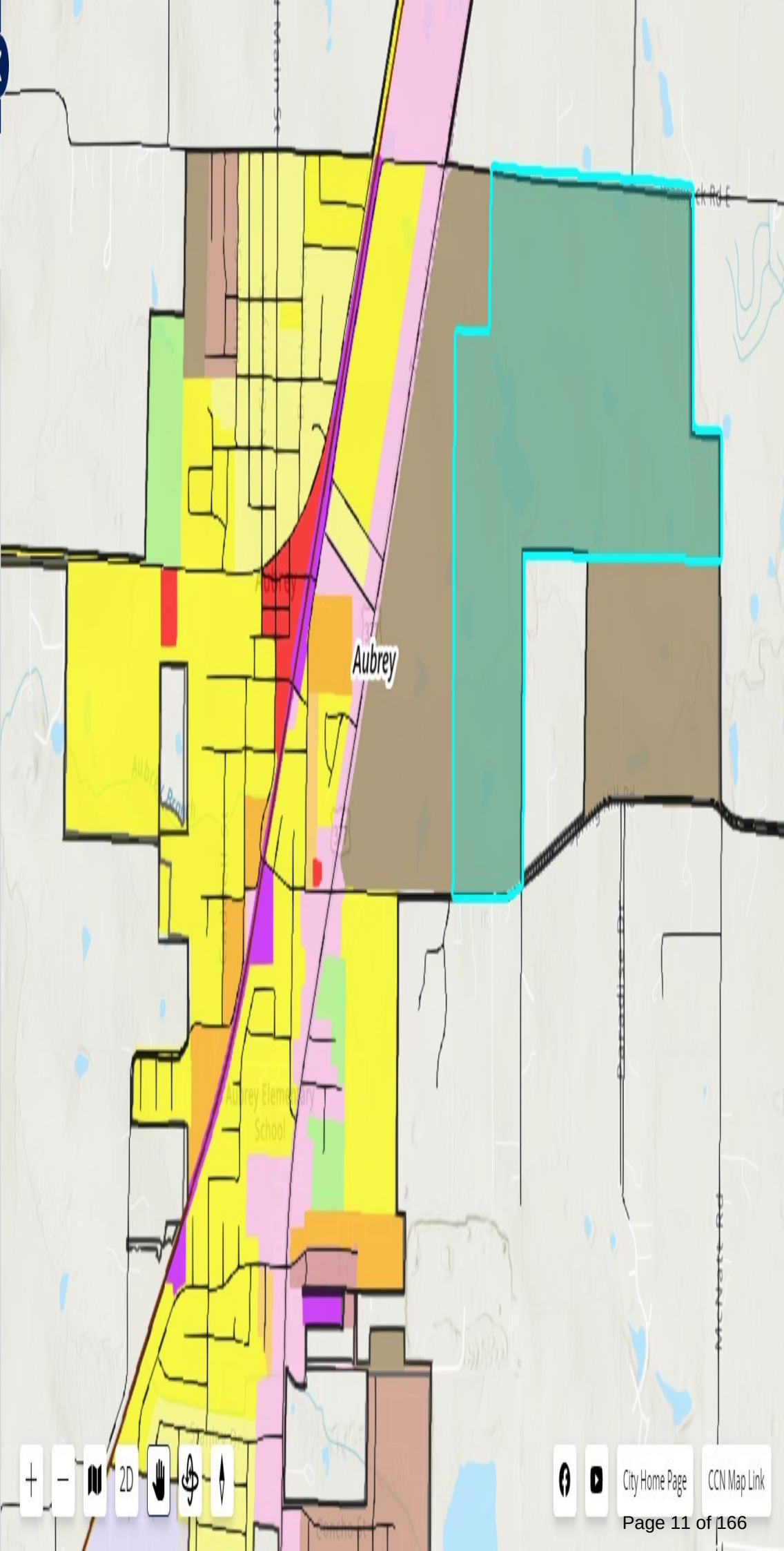
District Regulation

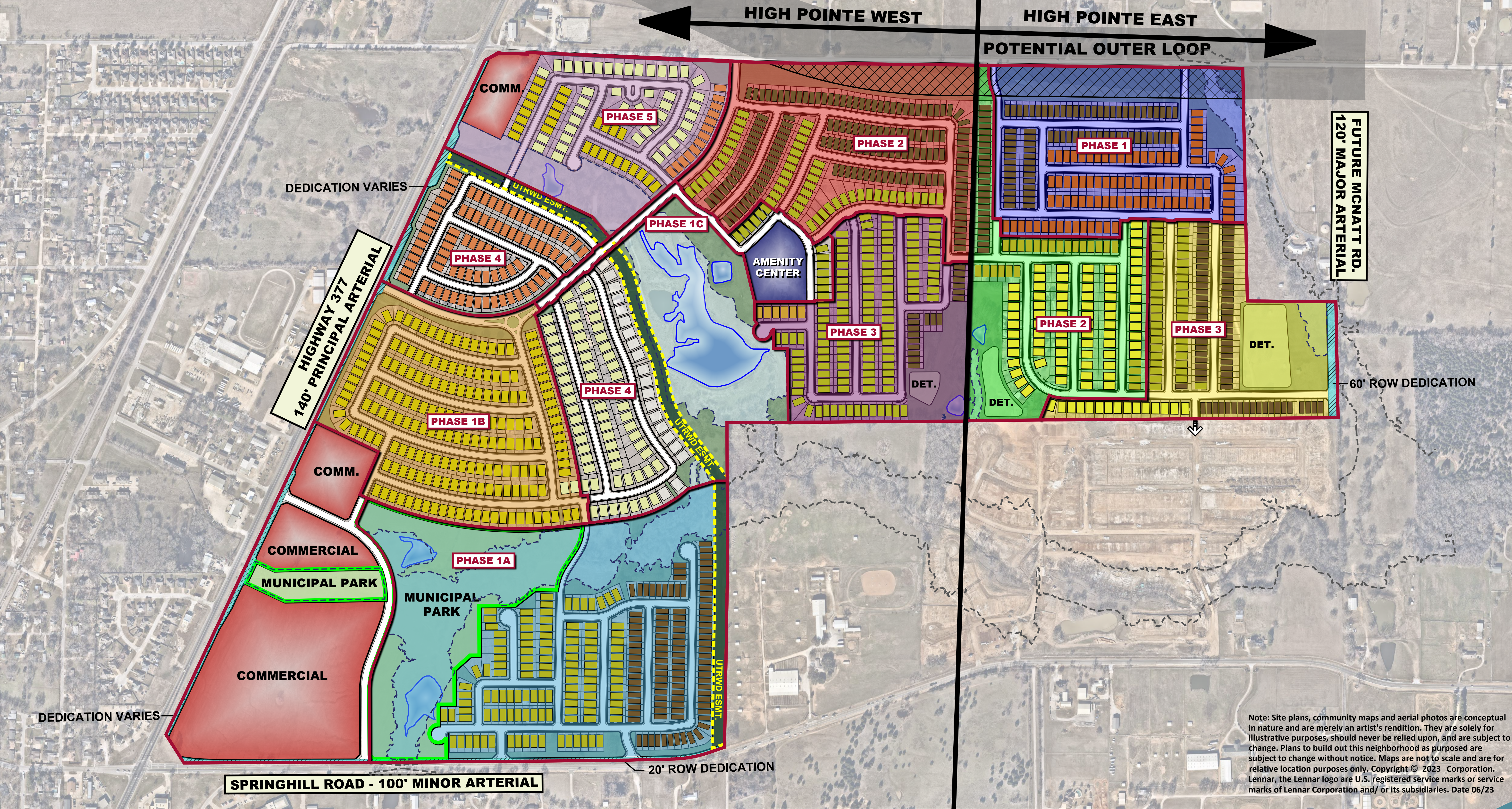
Design Standards

Buffer Yard Summary

General Information

Subdivision Design Standards





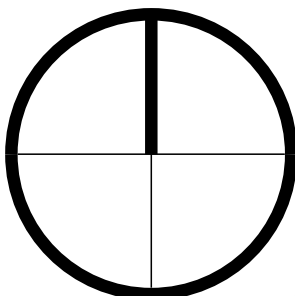
Note: Site plans, community maps and aerial photos are conceptual in nature and are merely an artist's rendition. They are solely for illustrative purposes, should never be relied upon, and are subject to change. Plans to build out this neighborhood as purposed are subject to change without notice. Maps are not to scale and are for relative location purposes only. Copyright © 2023 Corporation. Lennar, the Lennar logo are U.S. registered service marks or service marks of Lennar Corporation and/ or its subsidiaries. Date 06/23

Highpointe Ranch Phasing Plan

Aubrey Texas
October 2023

Land Use Acreage Summary			
Residential Lots / Residential Rights of Way	287.2	62.3%	
Commercial	39.5	8.6%	
Right-of-Way Dedication	9.3	2.0%	
Open Space / Floodplain / Detention	82.7	17.9%	
Municipal Park	29.9	6.5%	
Amenity Center	3.7	0.8%	
UTRWD Easement	8.5	1.8%	
Total	460.8	100.0%	
Potential Outer Loop (Overlay)			

Residential Type				Phase 1 A West	Phase 1 B West	Phase 1 C West	Phase 2 West	Phase 3 West	Phase 4 West	Phase 5 West	Phase 1 East	Phase 2 East	Phase 3 East	Total Lots
Cottage	30'x75'	40'x115'		106	-	-	149	18	-	-	74	24	73	444
Cottage	30'x75'	50'x120'		-	-	-	-	-	-	-	91	-	-	91
Watermill	35'x75'	50'x120'		119	-	13	51	125	-	-	-	25	44	377
Watermill	35'x75'	55'x130'		-	-	-	-	6	-	-	-	-	-	6
Watermill	35'x75'	60'x130'		-	-	-	-	-	-	-	-	77	15	92
Classic	40'x75'	50'x120'		-	-	-	-	-	86	13	-	-	-	99
Classic	40'x75'	55'x130'		-	182	-	-	-	-	28	-	-	-	210
Classic	40'x75'	65'x130'		-	2	-	-	-	66	43	-	-	-	111
Classic	40'x75'	75'x130'		-	-	-	-	-	20	-	-	-	-	20
Total Lots				225	184	13	200	149	172	84	165	126	132	1450



GRAPHIC SCALE IN FEET
1"=300' @ 22x34

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

PRELIMINARY PLAT AND
PRELIMINARY ENGINEERING SUBMITTAL
FOR
HIGH POINTE RANCH
CITY OF AUBREY, DENTON COUNTY, TEXAS

ENGINEER

Kimley»Horn

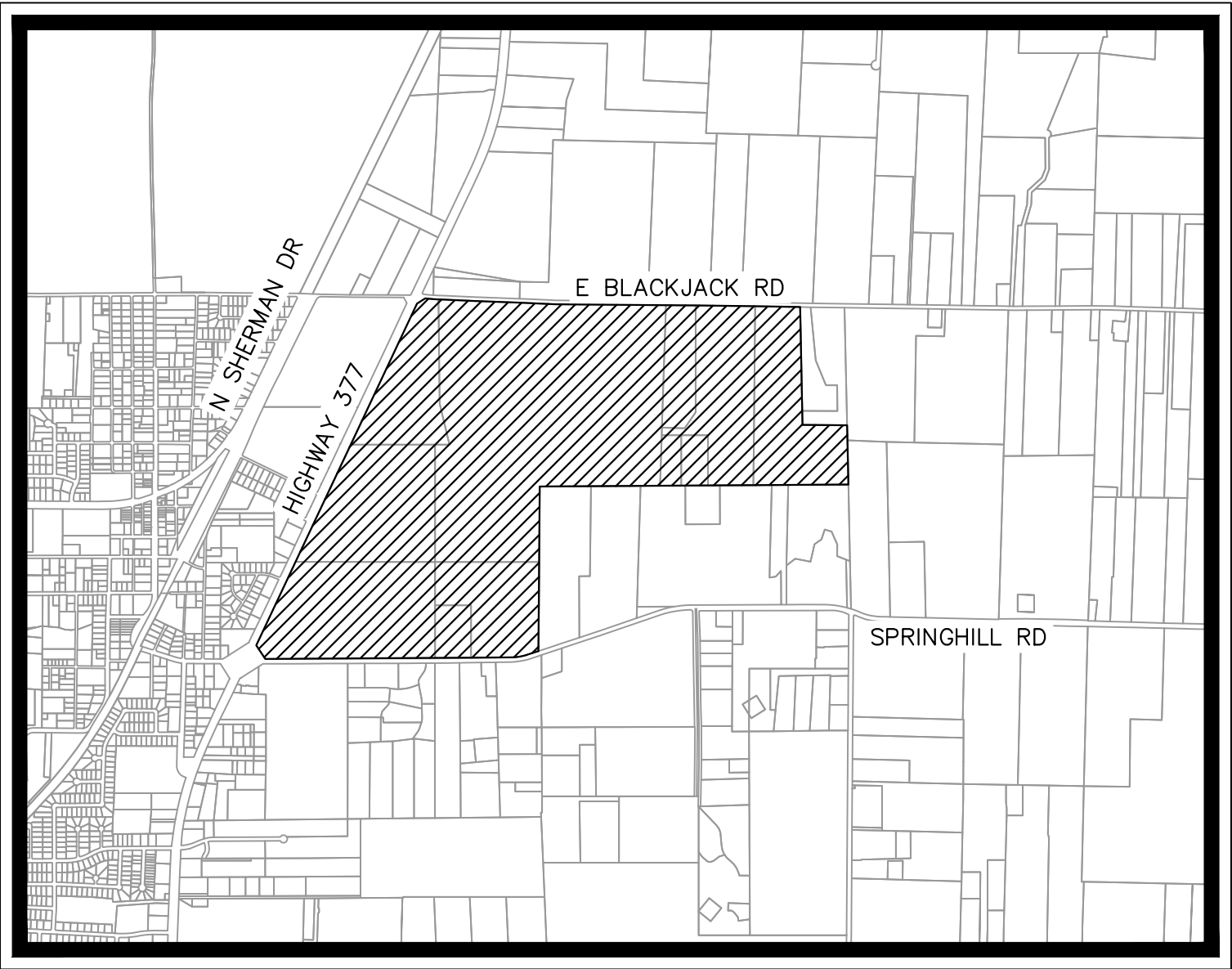
6160 WARREN PKWY SUITE 210
FRISCO, TEXAS 75034
TEL: (972) 335-3580
CONTACT: THOMAS L. FLETCHER, P.E.

STATE OF TEXAS
REGISTRATION NO. F-928

OWNER/DEVELOPER:

Aubrey Blackjack Partners, LLC
4514 Cole Ave., Suite 1650
Dallas, TX 75205
Tel: (214) 674-9570
Contact: Chad Vose

FM Land Investments I, LLC.
138 Old Town Blvd. N, Suite 202
Argyle, TX 76226
Tel: (972) 740-5725
Contact: David Marks & Walter Foss



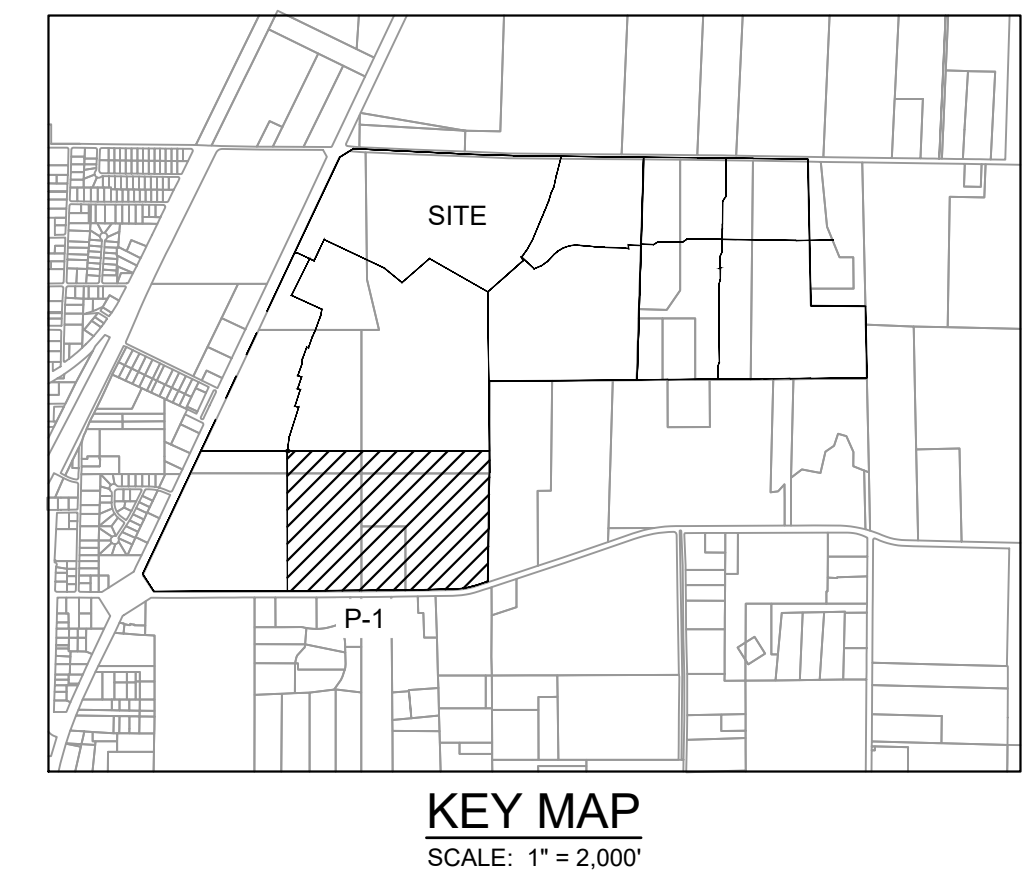
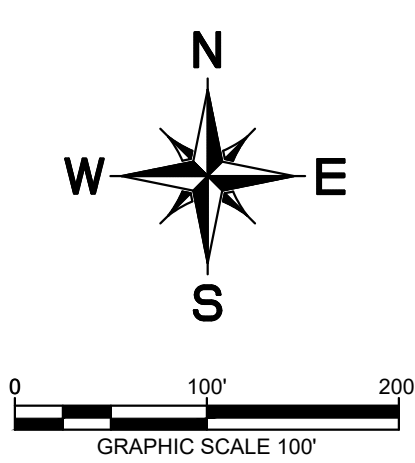
VICINITY MAP
SCALE: 1" = 2,000'

FEBRUARY 2022

SHEET INDEX

Sheet Number	Sheet Title
C-1	COVER SHEET
P-1	PRELIMINARY PLAT
P-2	PRELIMINARY PLAT
P-3	PRELIMINARY PLAT
P-4	PRELIMINARY PLAT
P-5	PRELIMINARY PLAT
P-6	PRELIMINARY PLAT
P-7	PRELIMINARY PLAT
P-8	PRELIMINARY PLAT
P-9	PRELIMINARY PLAT
P-10	PRELIMINARY PLAT
P-11	PRELIMINARY PLAT
EX-1	EXISTING DRAINAGE AREA MAP
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D-2	PRELIMINARY DRAINAGE PLAN
D-3	PRELIMINARY DRAINAGE PLAN
D-4	PRELIMINARY DRAINAGE PLAN
D-5	PRELIMINARY DRAINAGE PLAN
D-6	PRELIMINARY DRAINAGE PLAN
D-7	PRELIMINARY DRAINAGE PLAN
D-8	PRELIMINARY DRAINAGE PLAN
D-9	PRELIMINARY DRAINAGE PLAN
D-10	PRELIMINARY DRAINAGE PLAN
U-1	PRELIMINARY UTILITY PLAN
U-2	PRELIMINARY UTILITY PLAN
U-3	PRELIMINARY UTILITY PLAN
U-4	PRELIMINARY UTILITY PLAN
U-5	PRELIMINARY UTILITY PLAN
U-6	PRELIMINARY UTILITY PLAN
U-7	PRELIMINARY UTILITY PLAN
U-8	PRELIMINARY UTILITY PLAN
U-9	PRELIMINARY UTILITY PLAN
U-10	PRELIMINARY SEWER SHED MAP
PV-1	PRELIMINARY PAVING PLAN
PV-2	PRELIMINARY PAVING PLAN
PV-3	PRELIMINARY PAVING PLAN
PV-4	PRELIMINARY PAVING PLAN
PV-5	PRELIMINARY PAVING PLAN
PV-6	PRELIMINARY PAVING PLAN
PV-7	PRELIMINARY PAVING PLAN
PV-8	PRELIMINARY PAVING PLAN
PV-9	PRELIMINARY PAVING PLAN

Variance Request: The following street exceeds the 1,250 foot block length in the development agreement: Cavaletti Lane



LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
HOA	HOMEOWNER'S ASSOCIATION
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
	STREET NAME CHANGE
LINE TYPE LEGEND	
	MATCH LINE
	EASEMENT LINE
	PHASE LINE
	RIGHT-OF-WAY LINE
	100-YEAR FLOODPLAIN
	AUBREY CITY LIMITS

- NOTE:
- 1) ALL X LOTS ARE OWNED AND MAINTAINED BY THE HOA.
 - 2) ALL ISLANDS WITHIN THE ROW SHALL BE MAINTAINED BY THE HOA.
 - 3) PER APPROVED DEVELOPMENT AGREEMENT BLOCK LENGTH IS 1,250'.
 - 4) ALL FEMA FLOOD ZONES INDICATE A FLOODPLAIN & DRAINAGE EASEMENT.
 - 5) PROPOSED FLOODPLAIN STUDY AND CLOMR WILL SHOW LIMITS OF POST-DEVELOPMENT FLOODPLAIN.
 - 6) ALL OPEN SPACES WILL BE FLOODPLAIN & DRAINAGE EASEMENTS.
 - 7) LOT 70X, BLOCK N, LOT 72X, BLOCK S AND LOT 29X, BLOCK AI ARE HOA LOTS THAT RESERVE FUTURE ROW FOR THE OUTER LOOP BASED ON PRELIMINARY ALIGNMENT STUDIES. ROW ACQUISITIONS WILL OCCUR ONCE ALIGNMENT & SCHEMATICS HAVE BEEN FINALIZED.

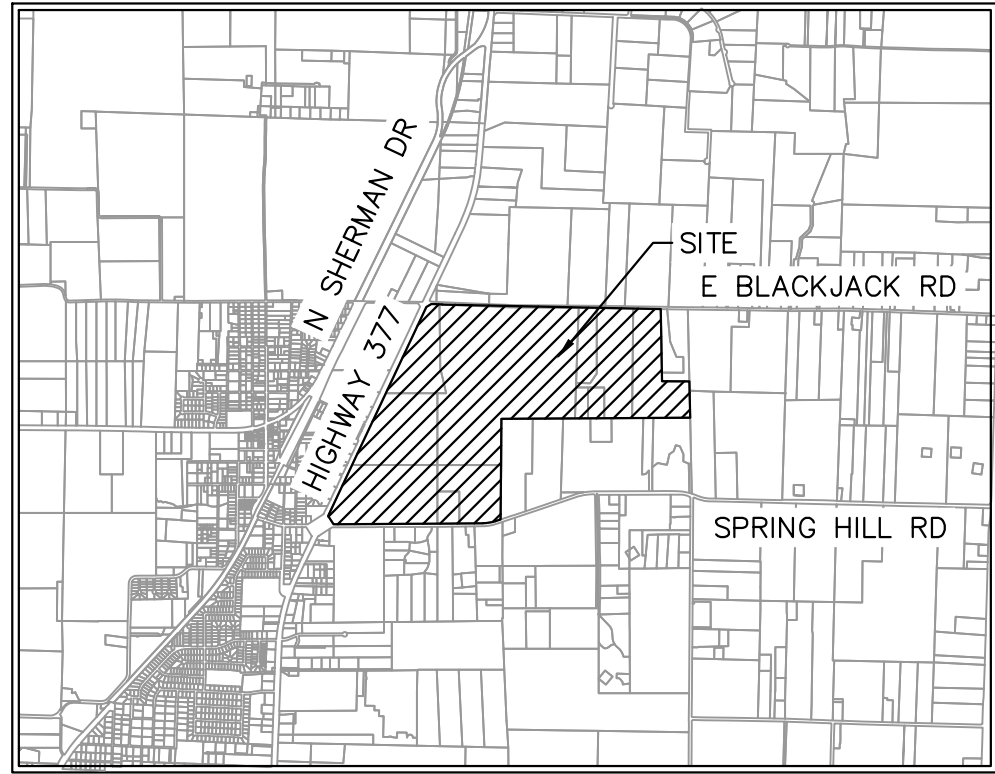
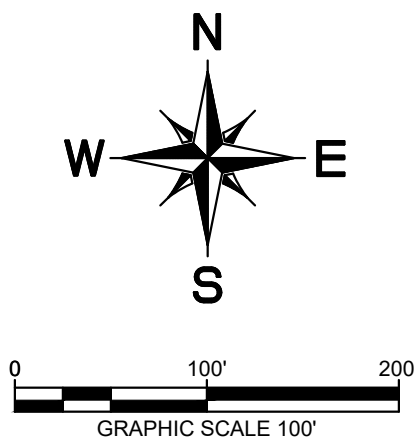
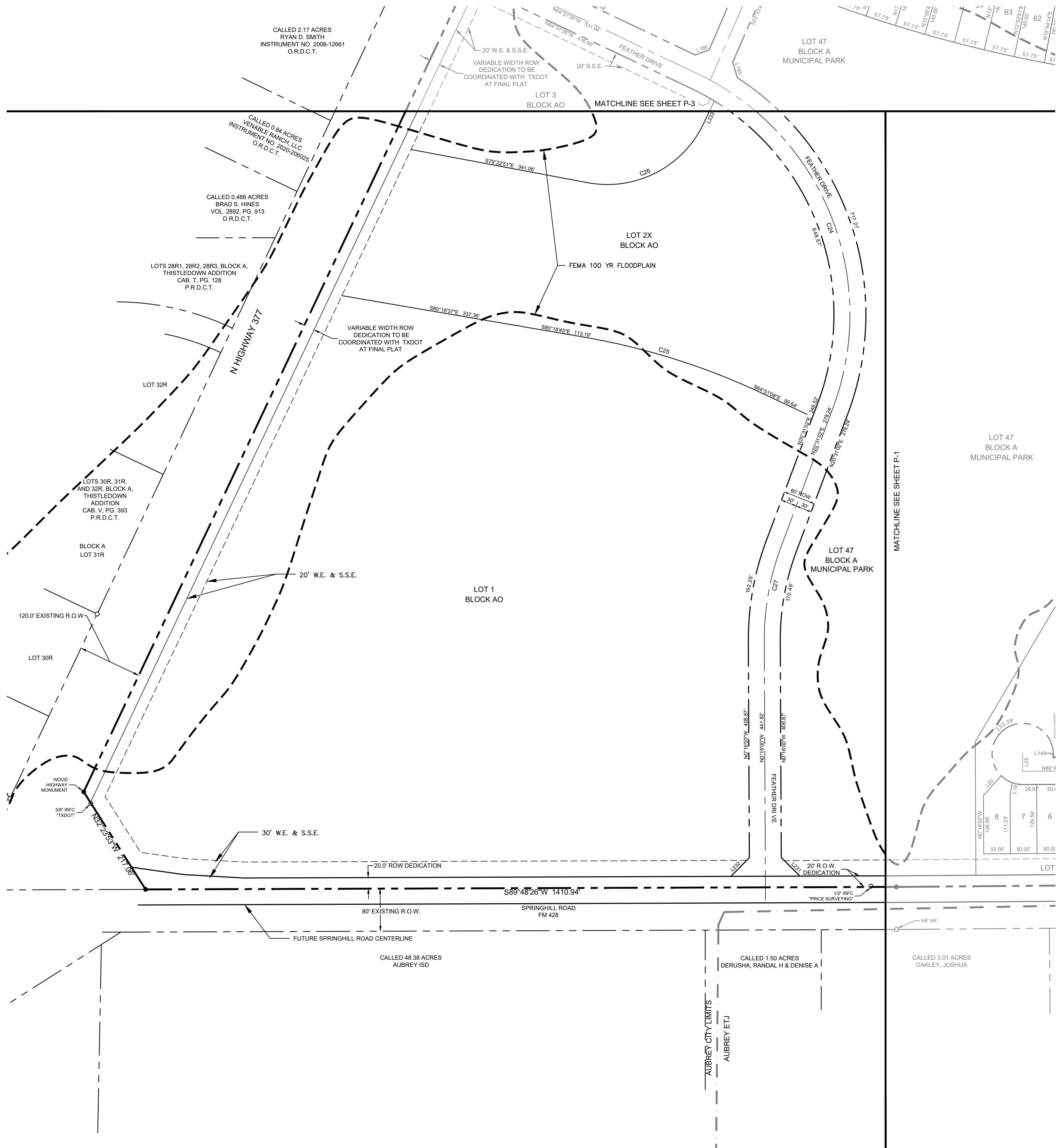
CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PLAT
FOR
HIGH POINTE RANCH

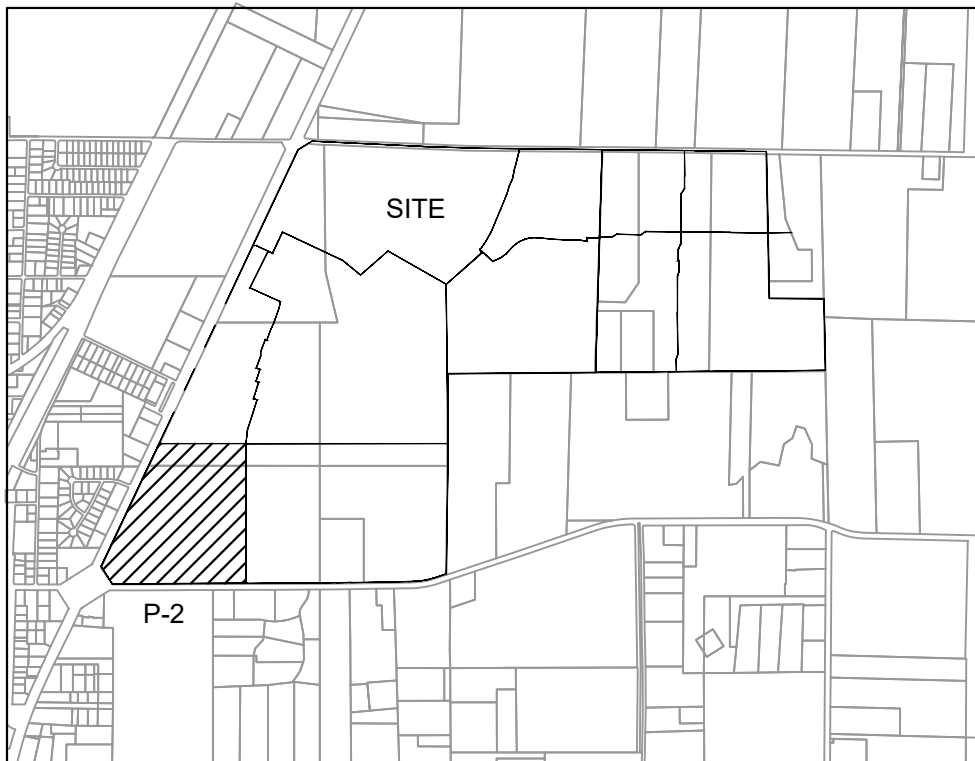
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

CITY OF AUBREY, DENTON COUNTY, TEXAS																
SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-8058 Contact: Sylviaa Gunawan Surveyor #6461			OWNER/DEVELOPER: Aubrey Blackcap Partners, LLC 5114 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (417) 740-9570 Contact: Chad Vase			OWNER/DEVELOPER: FM Land Investments I, LLC 18 East Town Blvd., N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss			ENGINEER:  6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration # 9288							
			DESIGNED		DRAWN		CHECKED		SCALE		DATE		KH PROJECT NO.		P.	
			DKT		DAWN		TLF		AS SHOWN		SEPT. 2021		2020.03			



VICINITY MAP
SCALE: 1" = 4,000'



KEY MAP
SCALE: 1" = 2,000'

LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
HOA	HOMEOWNER'S ASSOCIATION
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
—●—	STREET NAME CHANGE
LINE TYPE LEGEND	
—	MATCH LINE
- - -	EASEMENT LINE
- - -	PHASE LINE
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- - -	100-YEAR FLOODPLAIN
- - -	AUBREY CITY LIMITS

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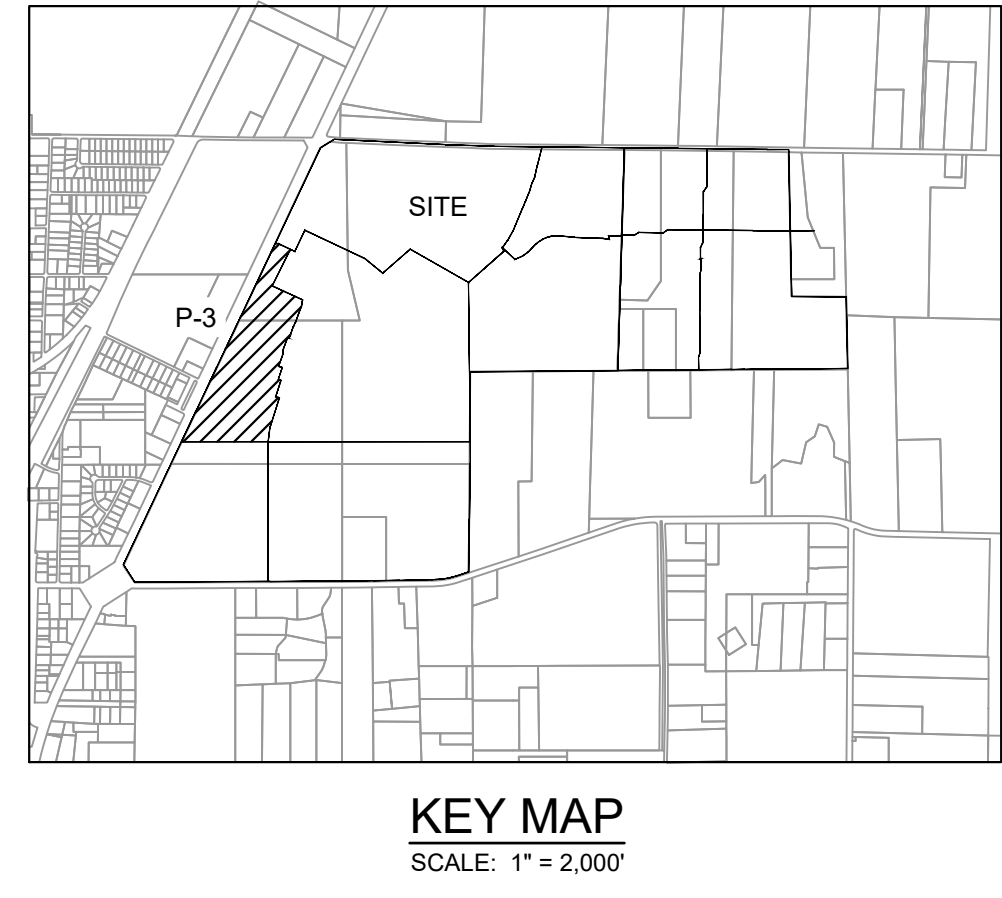
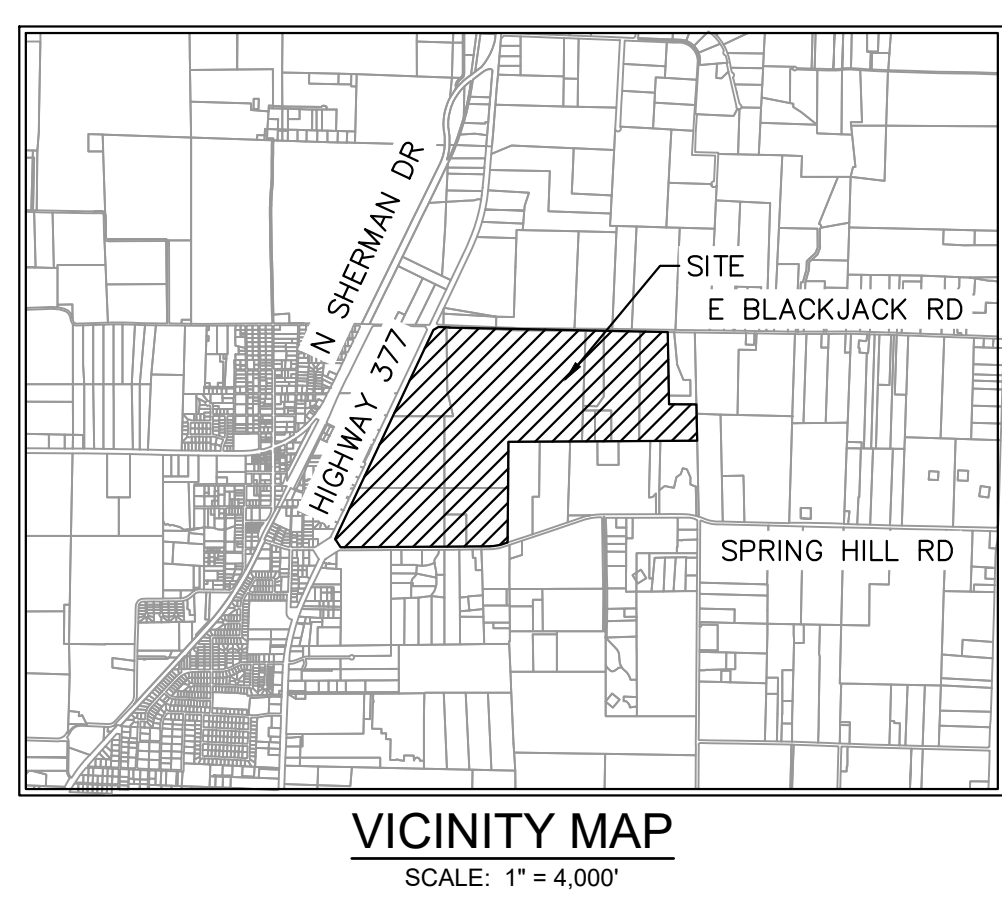
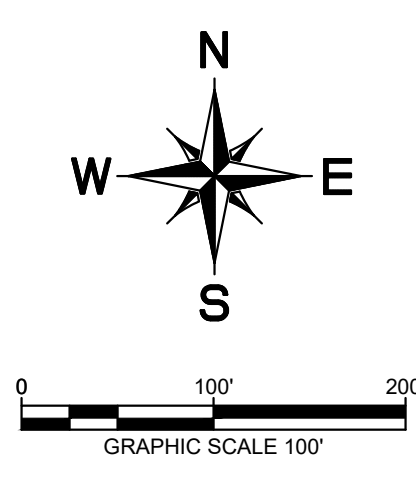
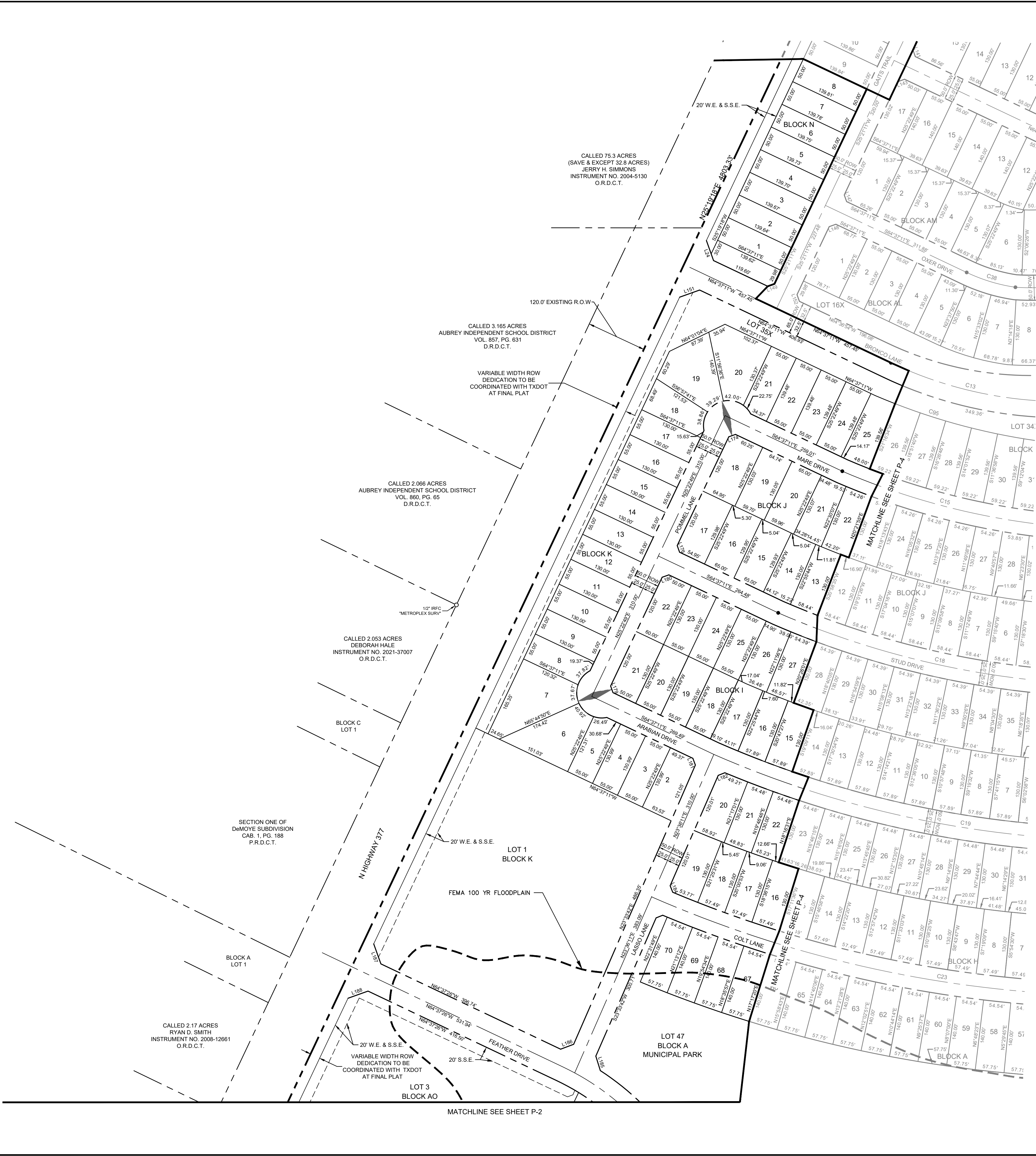
CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY PLAT
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN-TIME
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose Surveyor #6461	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED:	DRAWN:	CHECKED:	SCALE:	DATE:	KH PROJECT NO.:	P-2
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	

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LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
HOA	HOMEOWNER'S ASSOCIATION
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
	STREET NAME CHANGE

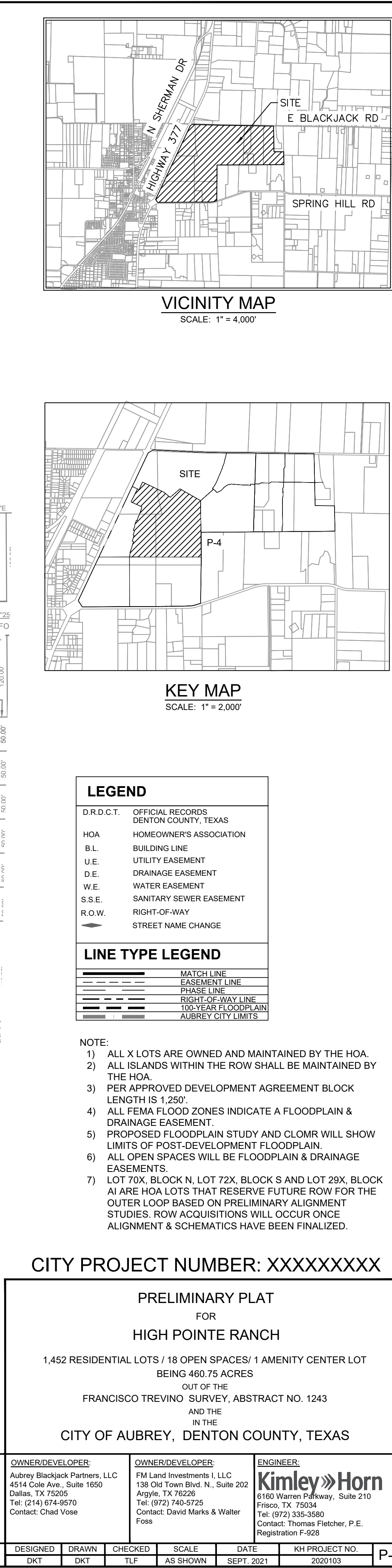
LINE TYPE LEGEND	
	MATCH LINE
	EASEMENT LINE
	PHASE LINE
	RIGHT-OF-WAY LINE
	100-YEAR FLOODPLAIN
	AUBREY CITY LIMITS

- NOTE:
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CITY PROJECT NUMBER: XXXXXXXXX

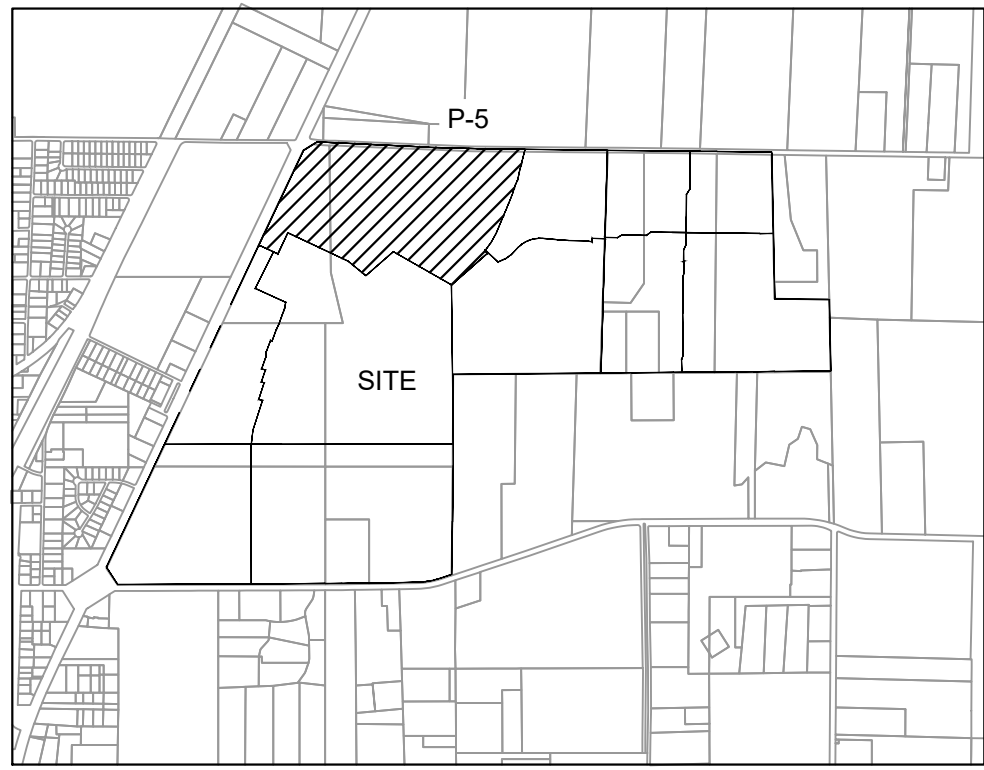
PRELIMINARY PLAT
FOR
HIGH POINTE RANCH
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

<u>SURVEYOR:</u> Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Gowan Surveyor #6461	<u>OWNER/DEVELOPER:</u> Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	<u>OWNER/DEVELOPER:</u> FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	<u>ENGINEER:</u> Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	P-3



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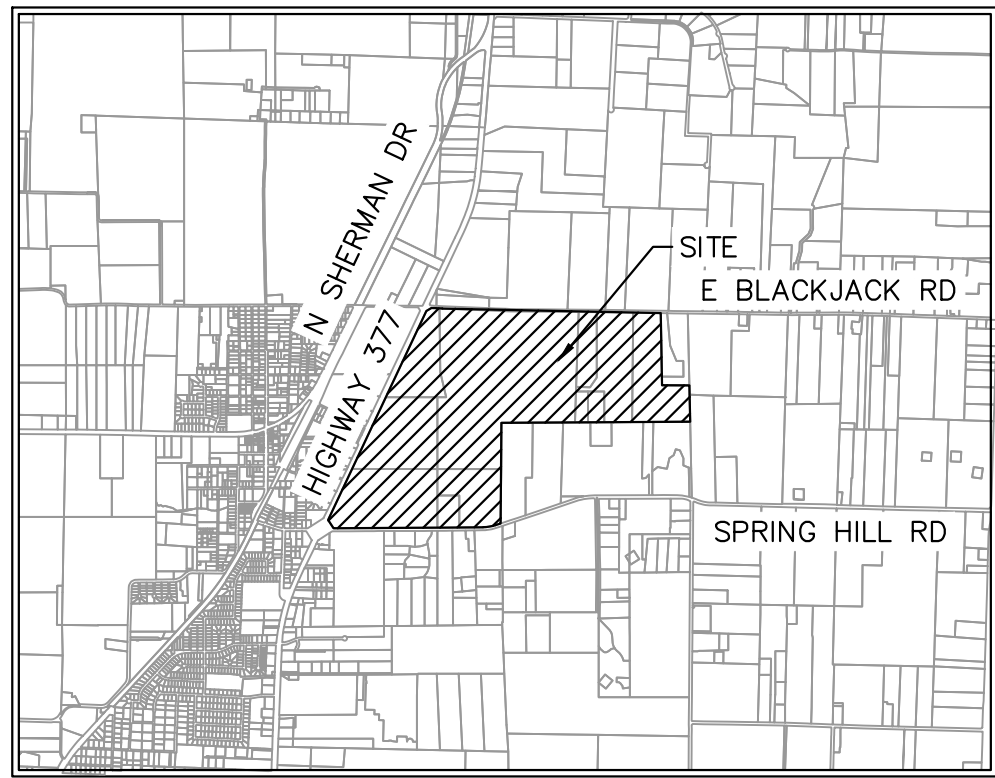
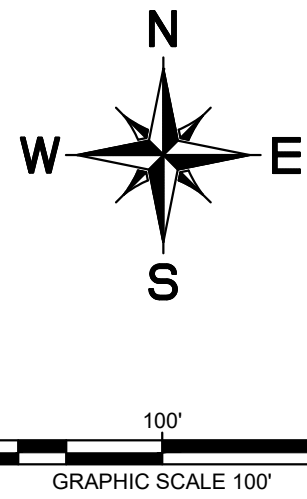
KEY MAP
SCALE: 1" = 2,000'

YOUNGBLOOD, LTD
6.164 ACRES (TR 5)
V. 4257, P. 1101
DOC. #99-0004597

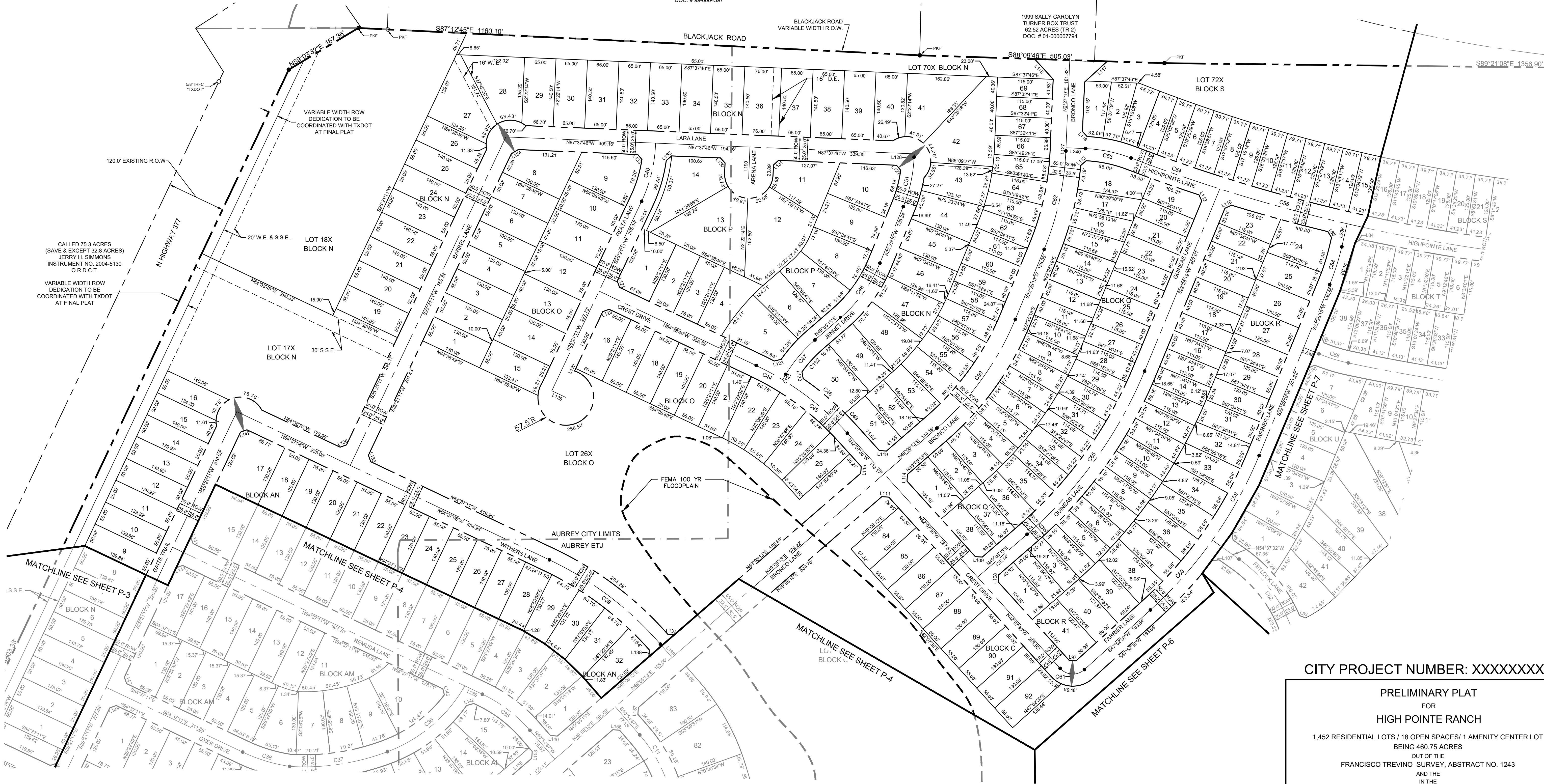
TEXAS WEATHER
INSTRUMENTS, INC
0.538 ACRE
DOC. # 07-000023674

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 - 4) ALL FEMA FLOOD ZONES INDICATE A FLOODPLAIN & DRAINAGE EASEMENT.
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LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS
HOA	HOMEOWNER'S ASSOCIATION
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
	STREET NAME CHANGE
LINE TYPE LEGEND	
---	MATCH LINE
---	EASEMENT LINE
---	PHASE LINE
---	RIGHT-OF-WAY LINE
---	100-YEAR FLOODPLAIN
---	AUBREY CITY LIMITS



VICINITY MAP
SCALE: 1" = 4,000'



CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY PLAT
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR:
Kimley-Horn
6160 Warren Pkwy
Frisco, TX 75025
Tel: (469) 353-6058
Contact: Sylvia Gunawan
Surveyor #6461

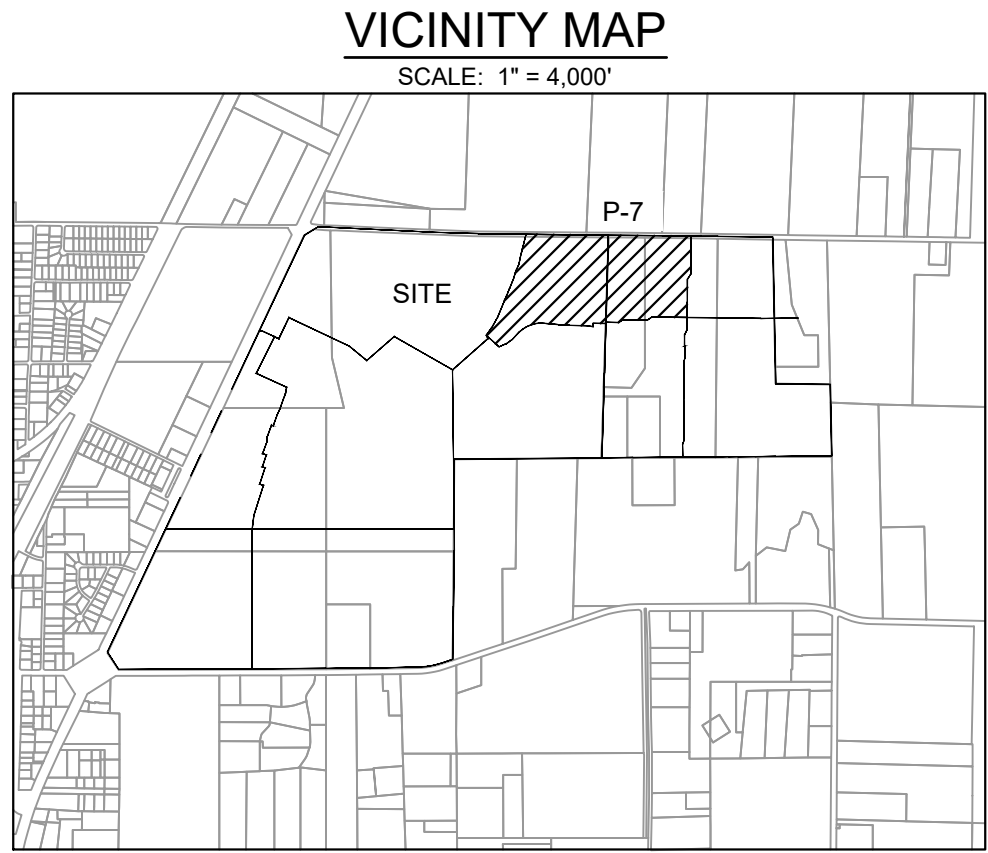
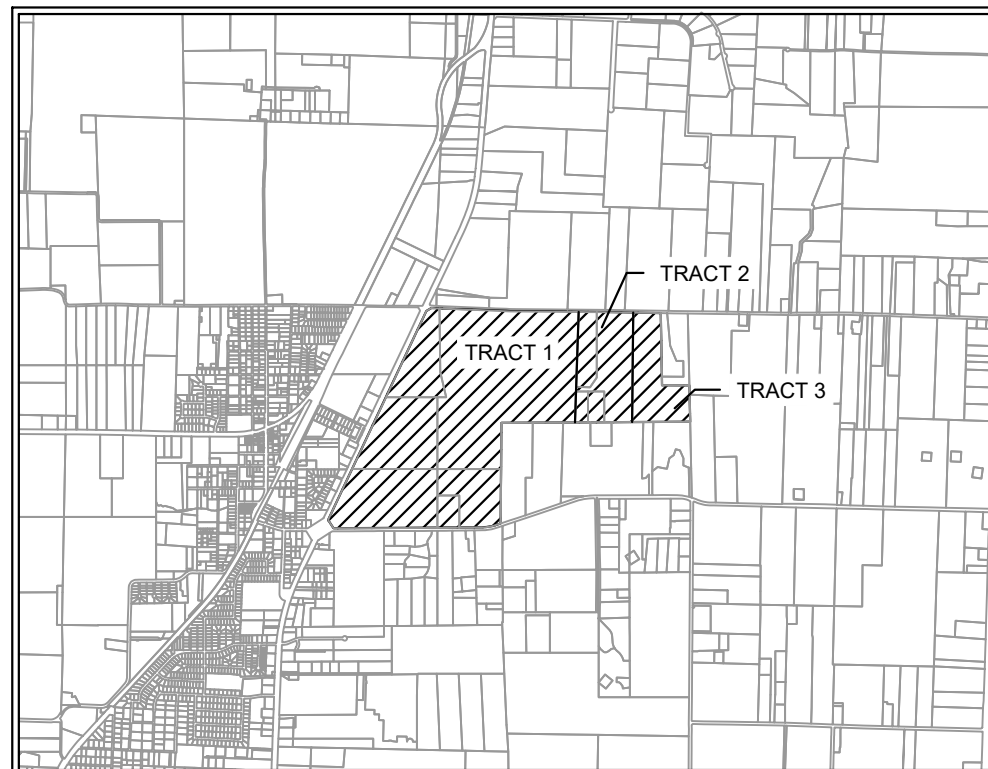
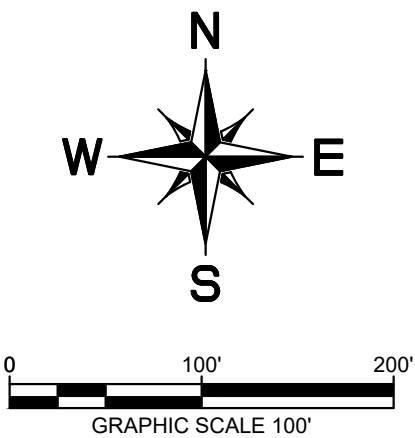
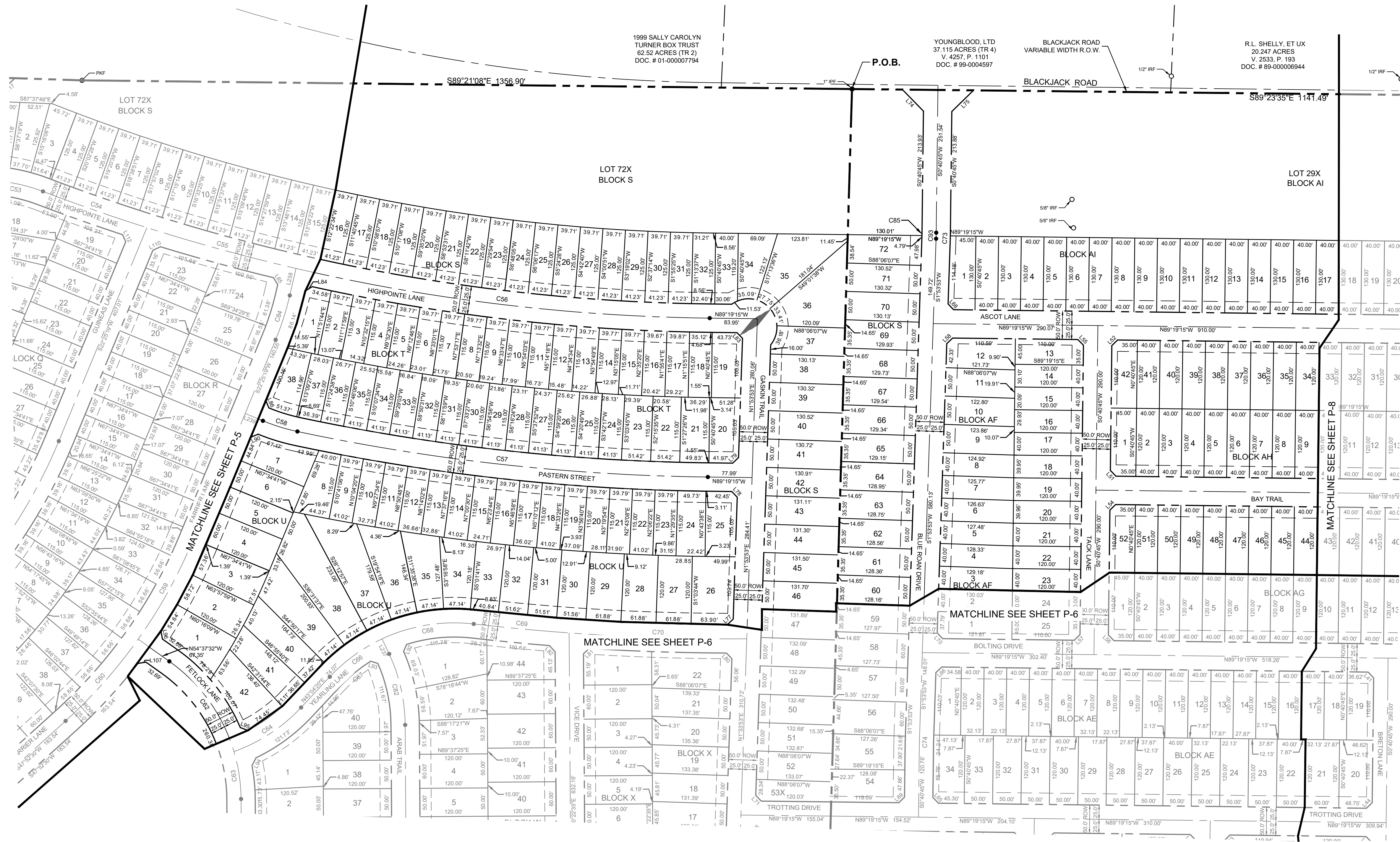
OWNER/DEVELOPER:
Aubrey Blackjack Partners, LLC
4514 Cole Ave., Suite 1650
Frisco, TX 75025
Tel: (214) 674-9570
Contact: Chad Vose

OWNER/DEVELOPER:
FM Land Investments I, LLC
138 Old Town Blvd., Suite 202
Argyle, TX 76226
Tel: (972) 740-5725
Contact: David Marks & Walter Foss

ENGINEER:
Kimley-Horn
6160 Warren Pkwy, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Registration F-928

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	P-5





LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS
HOA	DENTON COUNTY, TEXAS
B.L.	HOMEOWNERS ASSOCIATION
U.E.	BUILDING LINE
D.E.	UTILITY EASEMENT
W.E.	DRAINAGE EASEMENT
S.S.E.	WATER EASEMENT
R.O.W.	SANITARY SEWER EASEMENT
	RIGHT-OF-WAY
	STREET NAME CHANGE

LINE TYPE LEGEND	
---	MATCH LINE
---	EASEMENT LINE
---	PHASE LINE
---	RIGHT-OF-WAY LINE
---	100-YEAR FLOODPLAIN
---	AUBREY CITY LIMITS

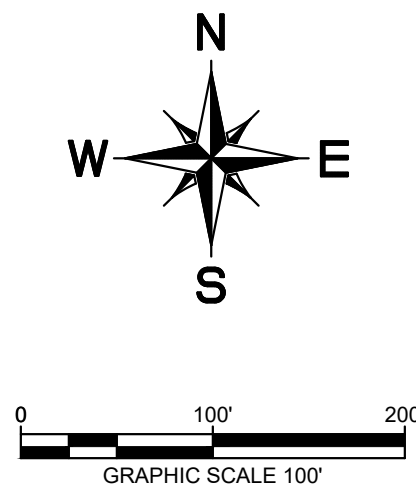
- NOTE:
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 - 4) ALL FEMA FLOOD ZONES INDICATE A FLOODPLAIN & DRAINAGE EASEMENT.
 - 5) EXISTING FEMA FLOOD ZONES ARE LOCATED WITHIN FEMA FIRM PANEL NO. 4812100255G.
 - 6) PROPOSED FLOODPLAIN STUDY AND CLDM WILL SHOW LIMITS OF POST-DEVELOPMENT FLOODPLAIN.
 - 7) ALL OPEN SPACES WILL BE FLOODPLAIN & DRAINAGE EASEMENTS.
 - 8) LOT 70X, BLOCK N, LOT 72X, BLOCK S, LOT 40X, BLOCK AK AND LOT 29X, BLOCK AI ARE HOA LOTS THAT RESERVE FUTURE ROW FOR THE OUTER LOOP BASED ON PRELIMINARY ALIGNMENT STUDIES. ROW ACQUISITIONS WILL OCCUR ONCE ALIGNMENT & SCHEMATICS HAVE BEEN FINALIZED.

CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY PLAT
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN TIME
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR		OWNER/DEVELOPER		ENGINEER	
Kimley-Horn 138 Old Town Blvd., Suite 202 Frisco, TX 75034 Tel: (972) 740-5725 Contact: David Marks & Walter Foss		Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose		Kimley-Horn 138 Old Town Blvd., Suite 202 Frisco, TX 75034 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103

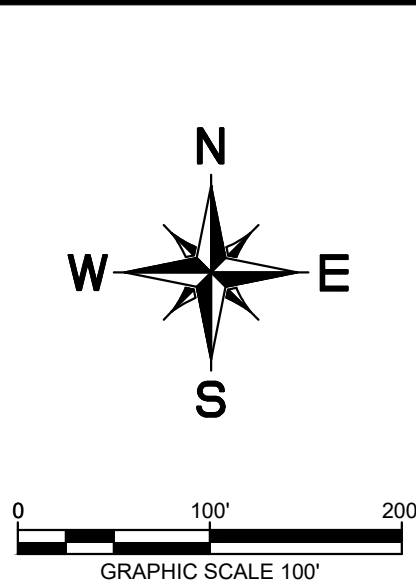


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- 5) EXISTING FEMA FLOOD ZONES ARE LOCATED WITHIN FEMA FIRM PANEL NO. 48121C0265G.
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1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Parkway Suite 210 Fremont, CA 94566 Tel: (927) 353-0508 Contact: Sylviaa Gunawan Surveyor #8461	OWNER/DEVELOPER: Aubrey Blackcap Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75225 Tel: (972) 744-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd., N. Suite 204 Dallas, TX 75226 Tel: (972) 740-5752 Contact: David Marks & Walter Ross	ENGINEER:  6160 Warren Parkway, Suite 210 Fremont, CA 94566 Tel: (927) 353-0508 Contact: Thomas Fletcher, P.E. Registration F-528			
DESIGNED DKT	DRAWN DKT	CHECKED THF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	P-8



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1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

Page 22 of 166

OWNER'S CERTIFICATIONS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT LW 377, LLC, AUBREY BLACKJACK PARTNERS, LLC, AND FM LAND INVESTMENTS I, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **HIGH POINT RANCH**, 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 shown thereon are dedicated for the public use forever for the purposes indicated on the 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, and to remove or keep removed any such improvements or growths which may be a hazard to public health and safety. The City of Aubrey and public utility entities shall have the right to enter and ingress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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

WITNESS my hand this the _____ day of _____, 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: _____

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	38°56'15"	300.00'	203.88'	S13°22'18"W	199.98'
C2	40°04'14"	300.00'	209.81'	N12°48'19"E	205.56'
C3	1°30'49"	2360.00'	62.35'	N83°31'36"E	62.34'
C4	33°46'24"	600.00'	353.67'	N65°53'00"E	348.54'
C5	86°30'37"	35.50'	53.67'	N05°41'10"E	48.70'
C6	9°25'12"	800.00'	131.53'	S32°55'06"E	131.38'
C7	18°23'39"	800.00'	256.83'	S19°00'40"E	255.73'
C8	11°31'47"	337.34'	67.88'	N88°11'48"W	67.77'
C9	13°26'10"	800.00'	187.60'	N16°31'55"W	187.17'
C10	6°34'18"	800.00'	91.76'	S19°57'51"E	91.71'
C11	24°14'05"	300.00'	126.89'	N28°44'44"W	126.85'
C12	15°10'51"	1000.00'	264.95'	N86°40'39"E	264.91'
C13	23°50'56"	800.00'	332.99'	S76°32'39"E	330.59'
C14	18°33'08"	600.00'	194.28'	N86°47'28"E	193.43'
C15	17°11'07"	1430.00'	428.92'	S75°20'25"E	427.31'
C16	24°14'55"	300.00'	126.89'	N28°44'44"W	125.95'
C17	16°13'15"	600.00'	173.12'	N82°57'30"E	172.52'
C18	22°13'38"	1740.00'	675.01'	S77°39'45"E	670.79'
C19	29°15'06"	2050.00'	1046.60'	N81°01'22"E	1035.27'
C20	1°06'01"	2070.50'	38.55'	N06°38'05"E	38.55'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CURVE BEARING	CHORD
C21	9°23'25"	2007.50'	328.01'	N11°53'33"W	328.65'
C22	0°05'28"	2007.50'	3.17'	N16°37'59"W	3.17'
C23	29°19'10"	2360.00'	1207.67'	S81°03'24"E	1194.53'
C24	82°10'23"	500.00'	717.09'	N20°34'10"W	657.20'
C25	15°42'44"	1304.94'	357.84'	N72°25'24"W	356.72'
C26	74°20'11"	200.00'	259.51'	N62°32'55"E	241.69'
C27	20°47'02"	500.00'	181.37'	S10°07'31"W	180.38'
C28	19°59'03"	760.00'	265.08'	N79°44'29"E	263.74'
C30	90°00'00"	35.50'	55.76'	S44°44'00"W	50.20'
C32	4°22'34"	800.00'	61.10'	N02°27'17"W	61.09'
C33	7°40'00"	800.00'	107.05'	N04°06'50"W	106.97'
C33	6°00'14"	300.00'	31.44'	N10°13'56"W	31.42'
C34	3°26'39"	2500.00'	150.28'	N14°57'22"W	150.26'
C35	23°42'24"	300.00'	124.13'	N52°45'59"W	123.24'
C36	39°25'06"	311.12'	214.04'	N49°36'28"E	209.85'
C37	16°05'50"	488.03'	205.25'	N81°25'06"E	203.74'
C38	24°15'31"	346.49'	101.95'	S73°07'58"W	101.56'
C39	23°42'24"	700.00'	289.63'	N52°45'59"W	287.57'
C40	2°58'57"	300.00'	120.34'	N13°51'42"E	119.53'
C41	55°54'38"	600.00'	61.86'	N61°14'31"W	61.84'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C45	16°36'52"	600.00'	173.98'	N50°25'56"W	173.38'
C46	10°16'40"	625.00'	112.11'	N50°22'08"W	111.96'
C47	17°49'35"	300.00'	93.34'	S40°10'26"W	92.96'
C48	26°39'55"	300.00'	139.62'	N35°45'16"E	138.36'
C49	3°06'18"	625.00'	33.87'	N43°40'39"W	33.87'
C50	26°39'55"	600.00'	279.24'	N35°45'16"E	276.72'
C51	20°03'05"	300.00'	104.99'	N12°23'48"E	104.45'
C52	19°58'00"	600.00'	209.09'	N12°26'15"E	208.03'
C53	18°23'31"	300.00'	96.30'	N78°20'59"W	95.89'
C54	3°15'17"	3415.00'	193.99'	S70°46'48"E	193.96'
C55	4°34'17"	3415.00'	732.47'	S74°41'35"E	272.40'
C56	12°20'31"	3415.00'	275.62'	S83°08'59"E	734.19'
C57	11°17'58"	3695.00'	728.70'	S83°40'16"E	727.52'
C58	10°26'35"	350.00'	63.79'	S72°47'59"E	63.61'
C59	12°15'10"	885.00'	200.07'	N28°53'54"E	199.74'
C60	12°30'02"	885.00'	193.08'	N41°37'29"E	192.70'
C61	90°00'00"	35.50'	55.76'	S87°30'30"E	50.20'
C62	38°03'29"	300.00'	199.27'	N35°35'47"W	195.63'
C63	16°11'27"	300.00'	84.78'	N08°22'18"W	84.49'
C64	27°16'05"	300.00'	142.78'	N56°28'25"E	141.43'

CURVE TABLE					
C#	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C65	26°39'55"	900.00'	418.86'	N35°45'16"E	415.09'
C66	21°52'54"	300.00'	114.57'	S54°00'48"W	113.88'
C67	14°34'56"	275.00'	69.99'	S50°21'48"W	69.80'
C68	31°37'48"	300.00'	165.61'	S80°12'49"W	163.52'
C69	2°25'55"	3980.00'	168.94'	S84°37'55"E	168.93'
C70	4°30'31"	3980.00'	313.18'	S88°06'08"E	313.10'
C71	1°53'13"	4005.00'	131.90'	S88°53'53"E	131.89'
C72	1°34'36"	4005.00'	110.20'	S87°09'59"E	110.20'
C73	0°38'18"	525.00'	5.85'	N01°34'54"E	5.85'
C74	1°13'08"	1000.00'	21.27'	S01°17'19"W	21.27'
C75	1°03'20"	1000.00'	18.42'	S00°09'05"W	18.42'
C76	1°03'20"	1000.00'	18.42'	S00°09'05"W	18.42'
C77	90°00'00"	250.00'	392.70'	S45°22'35"E	353.55'
C78	1°03'20"	1000.00'	18.42'	S00°09'05"W	18.42'
C82	24°40'11"	300.00'	129.17'	N12°42'40"W	128.17'
C83	73°55'57"	50.00'	64.52'	N00°16'48"W	60.13'
C84	9°24'03"	500.00'	82.04'	N17°43'34"E	81.94'
C85	0°38'29"	475.00'	5.32'	N01°00'00"E	5.32'
C86	4°22'34"	300.00'	22.91'	S85°29'44"W	22.91'
C91	9°43'36"	275.00'	46.68'	S85°29'44"W	46.63'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C92	17°20'00"	778.51'	235.52'	N79°58'26"E	234.62'
C93	1°13'08"	500.00'	10.64'	N01°17'19"E	10.64'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S44°44'00"W	49.98'
L2	S45°16'00"E	38.26'
L3	S45°16'00"E	14.14'
L4	N44°44'00"E	14.14'
L5	S45°08'00"E	13.93'
L6	N44°52'00"E	14.11'
L7	S45°16'00"E	14.14'
L8	N44°44'00"E	14.14'
L9	S45°16'00"E	14.14'
L10	N44°44'00"E	14.14'
L11	S45°16'00"E	47.27'
L12	N44°44'00"W	47.93'
L13	S00°16'00"E	6.35'
L14	S00°16'00"E	6.20'
L15	N44°44'00"W	14.14'
L16	S45°16'00"E	14.14'
L17	S45°16'00"E	14.14'
L18	N44°44'00"E	14.14'
L19	N10°39'09"E	22.56'
L20	N41°50'17"E	49.62'

LINE TABLE		
NO.	BEARING	LENGTH
L22	S44°44'00"W	14.14'
L23	N44°44'00"E	14.14'
L26	N45°22'35"W	14.14'
L27	N44°37'25"E	14.14'
L28	S45°22'35"E	14.14'
L29	N44°37'25"E	14.14'
L30	N44°37'25"E	14.14'
L31	S45°22'35"E	14.14'
L32	S45°22'35"E	14.14'
L33	S44°37'25"W	14.14'
L34	S45°22'35"E	14.14'
L35	N44°37'25"E	14.14'
L36	N45°13'41"W	14.36'
L37	S45°40'45"W	14.14'
L38	N44°46'19"E	13.92'
L39	S45°40'45"W	14.14'
L40	N44°19'15"W	14.14'
L41	S44°19'15"E	14.14'
L42	N45°19'15"E	14.14'
L43	N45°40'45"E	14.14'

LINE TABLE		
NO.	BEARING	LENGTH
L44	S45°40'45"W	14.14'
L45	S44°19'15"E	14.14'
L46	S45°40'45"W	14.14'
L47	S44°19'15"E	14.14'
L48	N45°13'41"W	14.36'
L49	S44°19'15"E	14.14'
L50	N45°40'45"E	14.14'
L51	S44°19'15"E	14.14'
L52	N45°40'45"E	14.14'
L53	S44°19'15"E	14.14'
L54	S45°40'45"W	14.14'
L55	S44°19'15"E	14.14'
L56	S44°19'15"E	14.14'
L57	N45°40'45"E	14.14'
L58	N46°17'19"E	14.29'
L59	N36°39'00"E	14.29'
L63	N44°12'00"E	30.11'
L64	N45°44'04"E	30.20'
L65	N44°19'15"W	14.14'
L66	N46°17'19"E	14.29'

LINE TABLE		
NO.	BEARING	LENGTH
L67	N45°40'45"E	14.14'
L68	S43°42'41"E	13.96'
L69	N45°40'45"E	14.14'
L70	S43°42'41"E	13.96'
L71	N43°42'41"W	13.96'
L72	S44°19'15"E	56.37'
L73	N45°40'45"E	56.68'
L74	S44°19'15"E	53.07'
L75	N45°40'45"E	53.36'
L76	S46°17'19"W	14.28'
L77	N45°58'52"E	14.37'
L78	S43°42'41"E	13.96'
L79	N46°17'19"E	14.28'
L80	S44°00'27"E	13.92'
L81	N46°39'31"E	13.63'
L82	S42°54'40"E	14.74'
L83	S43°42'41"E	13.96'
L84	N57°46'17"E	14.20'
L85	S31°31'15"E	14.15'
L86	N22°35'04"W	14.14'

LINE TABLE		
NO.	BEARING	LENGTH
L87	S45°43'39"E	14.42'
L88	S45°22'35"E	14.11'
L89	N19°07'33"W	23.96'
L90	N67°24'59"E	14.14'
L91	S44°37'25"W	14.14'
L92	N23°16'59"E	13.40'
L93	S72°56'17"E	13.29'
L94	S26°53'12"E	15.65'
L95	S69°08'20"E	13.68'
L96	N10°34'12"W	14.37'
L97	N87°07'30"W	14.14'
L98	N44°37'25"E	14.14'
L99	S45°22'35"E	14.14'
L100	N44°37'25"E	14.14'
L101	S45°22'35"E	14.14'
L102	N53°36'49"W	21.07'
L103	S45°22'35"E	14.14'
L104	N44°37'25"E	14.14'
L106	N00°22'35"W	20.15'
L107	N81°19'09"E	14.37'

LINE TABLE		
NO.	BEARING	LENGTH
L108	N80°28'52"E	13.99'
L109	S86°31'08"E	14.29'
L110	N64°46'27"E	14.78'
L111	S86°31'08"E	14.52'
L112	S24°43'29"E	13.60'
L113	N48°34'17"E	14.88'
L114	N03°28'52"E	13.77'
L115	S03°00'47"W	13.85'
L116	S42°32'24"E	14.18'
L117	N47°27'19"E	61.01'
L118	N42°19'09"W	57.88'
L119	S86°31'08"E	14.52'
L120	S10°37'46"E	14.06'
L121	S31°15'38"W	12.95'
L122	N76°21'16"E	14.82'
L123	N70°21'11"E	14.14'
L124	S19°38'49"E	14.14'
L125	N64°38'49"W	31.98'
L126	N02°27'19"E	6.58'
L127	N02°22'14"E	6.96'

LINE TABLE		
NO.	BEARING	LENGTH
L129	S40°13'42"E	13.54'
L130	S42°37'46"E	14.14'
L131	N48°22'14"E	14.14'
L132	N49°39'45"E	14.70'
L133	S39°51'12"E	13.46'
L134	N58°51'42"E	16.68'
L135	S19°38'00"E	14.15'
L136	N70°22'00"E	14.14'
L137	S85°54'47"E	14.17'
L138	N04°05'37"E	14.11'
L139	N04°54'47"W	36.84'
L140	S85°54'47"W	14.14'
L141	S19°38'00"E	14.17'
L142	N70°22'00"E	14.12'
L143	N70°22'00"E	14.12'
L145	N14°09'54"E	12.73'
L146	N75°05'44"E	15.24'
L147	S19°38'00"E	14.15'
L148	N70°22'00"E	14.14'
L149	N70°22'00"E	14.14'

LINE TABLE		
NO.	BEARING	LENGTH
L151	N70°21'03"E	42.40'
L152	S19°38'00"E	14.15'
L153	N05°05'13"E	13.84'
L154	S84°14'14"E	14.14'
L156	S85°54'47"E	14.14'
L157	N04°05'13"E	14.14'
L158	N49°10'37"E	38.37'
L159	N05°26'23"E	14.61'
L160	S52°13'48"E	14.14'
L161	N37°46'12"E	14.14'
L162	S15°16'22"E	14.14'
L163	N51°05'05"E	13.82'
L164	S71°57'23"E	13.90'
L165	S61°47'31"W	29.71'
L166	S16°40'42"E	32.45'
L167	N39°27'48"E	24.00'
L168	N23°46'41"W	14.00'
L169	S52°13'48"E	14.14'
L170	N37°46'12"E	14.14'
L171	N03°14'46"E	14.10'

LINE TABLE		
NO.	BEARING	LENGTH
L172	S58°00'38"E	13.20'
L173	S58°17'09"E	14.95'
L174	N70°22'49"E	14.14'
L175	N30°31'58"E	13.59'
L176	N19°37'11"W	14.35'
L177	S59°10'19"E	14.53'
L178	N38°34'04"E	13.73'
L179	S19°37'11"E	14.14'
L180	N20°21'49"E	14.14'
L181	S20°31'25"E	14.36'
L182	N68°10'15"E	14.24'
L183	S50°35'39"E	14.33'
L184	N21°47'08"W	14.06'
L185	S17°16'07"E	30.27'
L186	N69°28'08"E	27.83'
L187	S19°38'15"E	42.44'
L188	N70°21'45"E	42.42'
L189	S50°22'12"E	14.32'
L190	N22°22'14"E	65.39'
L191	S45°16'00"E	14.14'

LINE TABLE		
L.NO.	BEARING	LENGTH
L195	N45°07'45"E	14.24'
L196	S44°52'15"E	14.04'
L197	N45°16'00"W	14.14'
L198	S44°44'00"W	14.14'
L199	N44°44'00"E	14.14'
L200	S45°16'00"E	14.14'
L201	N41°23'57"E	14.40'
L202	S45°16'00"E	7.07'
L203	N44°44'00"E	7.07'
L219	S48°46'31"W	10.57'
L220	N82°40'01"E	31.93'
L222	S07°55'59"W	51.21'
L229	S89°28'31"E	32.46'
L231	S45°16'00"E	49.56'
L232	N44°44'00"E	49.32'
L233	S25°22'34"W	47.26'
L236	N64°37'11"W	40.28'
L237	N25°02'45"E	28.49'
L238	N13°04'15"E	29.80'
L239	N67°34'41"W	33.82'

LINE TABLE		
NO.	BEARING	LENGTH
L240	N87°32'41"W	40.38'

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PLAT

FOR

HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

OUT OF THE

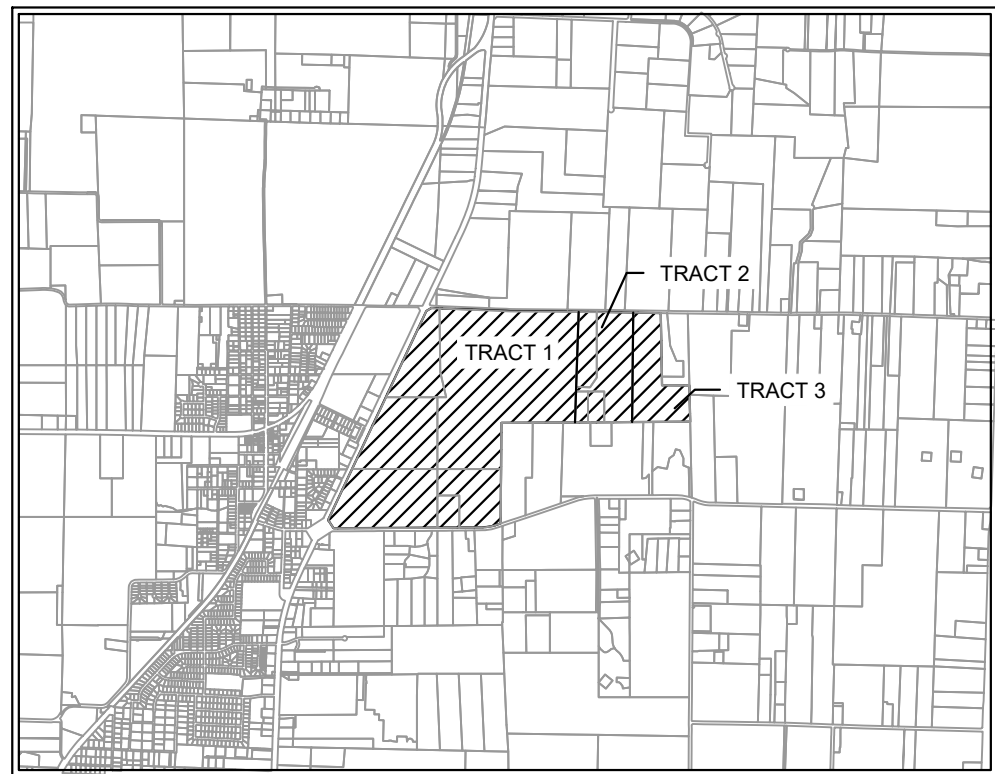
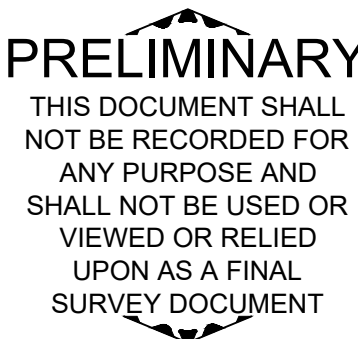
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243

AND THE
IN THE

CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Parkway Frisco, TX 75034 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #54611	OWNER/DEVELOPER: Aubrey Blackback Partners, LLC 4514 Cole Ave., Suite 1620 Dallas, TX 75205 Tel: (214) 674-8570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 136 Cold Town Blvd., N. Suite 202 Frisco, TX 75034 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER:  6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 353-5880 Contact: Thomas Fletcher, P.E. Registration F-3528		
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103

P-10



LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS DEBENTON COUNTY, TEXAS
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY
	STREET NAME CHANGE
LINE TYPE LEGEND	
	MATCH LINE
	EASEMENT LINE
	PHASE LINE
	RIGHT-OF-WAY LINE
	100-YEAR FLOODPLAIN
	AUBREY CITY LIMITS

NOTE

- 1) ALL X LOTS ARE OWNED AND MAINTAINED BY THE HOA.
- 2) ALL ISLANDS WITHIN THE ROW SHALL BE MAINTAINED BY THE HOA.
- 3) PER APPROVED DEVELOPMENT AGREEMENT BLOCK LENGTH IS 1,250'.
- 4) ALL FEMA FLOOD ZONES INDICATE A FLOODPLAIN & DRAINAGE EASEMENT.
- 5) EXISTING FEMA FLOOD ZONES ARE LOCATED WITHIN FEMA FIRM PANEL NO. 48121C0265G.
- 6) PROPOSED FLOODPLAIN STUDY AND CLOMR WILL SHOW LIMITS OF POST-DEVELOPMENT FLOODPLAIN.
- 7) ALL OPEN SPACES WILL BE FLOODPLAIN & DRAINAGE EASEMENTS.
- 8) LOT 70X, BLOCK 1X, LOT 72X, BLOCK 1X, LOT 40X, BLOCK 1X AND LOT 29X, BLOCK 1X ARE HOA LOTS THAT RESERVE FUTURE ROW FOR THE OUTER LOOP BASED ON PRELIMINARY ALIGNMENT STUDIES. ROW ACQUISITIONS WILL OCCUR ONCE ALIGNMENT & SCHEMATICS HAVE BEEN FINALIZED.

PLATTED BY: FRANKLIN, BECKER, & ASSOCIATES, INC. DATE: 04/18/2021 TIME: 2:30 PM
DRAWN NAME: KJFR CIVIL/FRANKLIN, BECKER, & ASSOCIATES, INC. PROJECT: PRELIMINARY PLAT (111)
LAST SAVE: 2/20/2021 11:11 PM
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 F. Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of a called 357.445 acre tract of land described in a deed to FM Land Investments I, LLC, as recorded in Instrument No. 2018-78707 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1 inch iron pipe found for the northeast corner of said 357.445 acre tract, common to the northwest corner of a called 61.611 acre tract of land described in a deed to LTR Dressage, LLC, as recorded in Instrument No. 2021-31043 of the Official Records of Denton County, Texas, being in the centerline of Black Jack Road, a variable width right-of-way, no record found;

THENCE South 1°40'23" West, departing the centerline of said Black Jack Road, along an easterly line of said 357.445 acre tract and the westerly line of said 61.611 acre tract part of the way, a distance of 2,322.77 feet to a 1/2 inch iron rod with plastic cap stamped "Price Surveying" found for the northerly southeast corner of said 357.445 acre tract;

THENCE South 89°34'57" West, along a southerly line of said 357.445 acre tract, the northerly line of a called 27.106 acre tract of land described in a deed to Aubrey Farms LLC, as recorded in Instrument No. 2019-83125 of the Official Records of Denton County, Texas, and the northerly line of a called 27.37 acre tract of land described in a deed to Deccan Ranch, LLC, as recorded in Instrument No. 2019-327 of the Official Records of Denton County, Texas, a distance of 1539.46 feet to a 1/2 inch iron rod found for an ell corner of said 357.445 acre tract, common to the northwest corner of said 27.37 acre tract;

THENCE South 0°10'43" East, along an easterly line of said 357.445 acre tract and a westerly line of said 27.37 acre tract, a distance of 956.88 feet to a 1/2 inch iron rod with plastic cap stamped "Price Surveying" found for corner;

THENCE South 0°56'03" West, along an easterly line of said 357.445 acre tract and a westerly line of said 27.37 acre tract, a distance of 1129.76 feet to the southerly southeast corner of said 357.445 acre tract, common to the southwest corner of said 27.37 acre tract, being on the northerly right-of-way line of F.M. Highway No. 428, an 80 foot wide right-of-way;

THENCE along the southerly line of said 357.445 acre tract and the northerly right-of-way line of said F.M. Highway No. 428, the following courses and distances:

South 71°18'26" West, a distance of 118.62 feet to the beginning of a tangent curve to the right having a central angle of 17°20'00", a radius of 778.51 feet, a chord bearing and distance of South 79°58'26" West, 234.62 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 235.52 feet to a point for corner;

South 88°38'26" West, a distance of 376.09 feet to a point for corner;

South 89°31'26" West, a distance of 1348.99 feet to a point for corner;

South 89°48'26" West, a distance of 1410.94 feet to the southerly southwest corner of said 357.445 acre tract, common to the south end of a corner clip at the intersection of the northerly right-of-way line of said F.M. Highway No. 428 with the easterly right-of-way line of U.S. Highway 377, a 120 foot wide right-of-way;

THENCE North 32°23'53" West, departing the northerly right-of-way line of said F.M. Highway No. 428, along a southwesterly line of said 357.445 acre tract and said corner clip, a distance of 217.06 feet to a wooden highway monument found for the northerly southwest corner of said 357.445 acre tract, common to the north end of said corner clip, being on the easterly right-of-way line of said U.S. Highway 377;

THENCE North 25°19'18" East, along a westerly line of said 357.445 acre tract and the easterly right-of-way line of said U.S. Highway 377, a distance of 4803.33 feet to the southerly northwest corner of said 357.445 acre tract, common to the south end of a corner clip at the intersection of the easterly right-of-way line of said U.S. Highway 377 with the centerline of aforesaid Black Jack Road;

THENCE North 59°03'32" East, departing the easterly right-of-way line of said U.S. Highway 377, along a northwesterly line of said 357.445 acre tract and said corner clip, a distance of 167.36 feet to a PK nail found for the northerly northwest corner of said 357.445 acre tract, common to the north end of said corner clip, being in the centerline of said Black Jack Road;

THENCE South 87°12'45" East, along a northerly line of said 357.445 acre tract and the centerline of said Black Jack Road, a distance of 1160.10 feet to a PK nail found for corner;

THENCE South 88°09'46" East, along a northerly line of said 357.445 acre tract and continuing along the centerline of said Black Jack Road, a distance of 505.03 feet to a PK nail found for corner;

THENCE South 89°21'08" East, along a northerly line of said 357.445 acre tract and continuing along the centerline of said Black Jack Road, a distance of 1356.90 feet to the **POINT OF BEGINNING** and containing 357.561 acres (15,575,370 square feet) of land, more or less.

BEING a tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of a called 61.667 acre tract of land described in a General Warranty Deed to Betsy Turner, as recorded in Instrument No. 97-0010270 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a mag nail set for the northeast corner of said 61.667 acre tract, common to the northwest corner of a called 41.640 acre tract of land described in a deed to Michael Ray Self and spouse, Hannah Carter Self, as recorded in Instrument No. 2020-72317 of the Official Records of Denton County, Texas, being on the southerly line of Tract I described in a deed to LTR Dressage, LLC, as recorded in Instrument No. 2012-60776 of the Official Records of Denton County, Texas, and in the centerline of Black Jack Road, a variable width right-of-way, no record found;

THENCE South 0°37'22" West, departing the southerly line of said Tract I and the centerline of said Black Jack Road, along the easterly line of said 61.667 acre tract and the westerly line of said 41.640 acre tract, a distance of 2297.48 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 61.667 acre tract, common to the southwest corner of said 41.640 acre tract, being on the northerly line of a called 94.58 acre tract of land described in a deed to Robert J. Houlihan, Trustee of the Jacqueline A. Houlihan Family Trust, as recorded in Instrument No. 2015-75670 of the Official Records of Denton County, Texas;

THENCE South 89°33'30" West, along the southerly line of said 61.667 acre tract, the northerly line of said 94.58 acre tract and the northerly line of a called 5.000 acre tract of land described in a deed to Robert J. Houlihan, as recorded in Instrument No. 2015-75669 of the Official Records of Denton County, Texas, a distance of 1184.22 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 61.667 acre tract, being on the easterly line of a called 166.34 acre tract of land described in a deed to ALW 377, LLC, as recorded in Instrument No. 2018-78707 of the Official Records of Denton County, Texas;

THENCE North 1°40'23" East, departing the northerly line of said 94.58 acre tract, along the westerly line of said 61.667 acre tract and the easterly line of said 166.34 acre tract, a distance of 2319.56 feet to a 1 inch iron pipe found for the northwest corner of said 61.667 acre tract, common to the northeast corner of said 166.34 acre tract, being on the southerly line of a called 37.115 acre tract of land described in a deed to Calvin Paul Redfearn, as recorded in Instrument No. 2014-96676 of the Official Records of Denton County, Texas, and in the middle of Black Jack Road;

THENCE South 89°23'35" East, along the northerly line of said 61.667 acre tract, the southerly line of said 37.115 acre tract, the southerly line of a called 20.236 acre tract of land described in a deed to Gary Conway and Debbie Conway, as recorded in Instrument No. 2019-158625 of the Official Records of Denton County, Texas, and the southerly line of said Tract I, a distance of 1141.49 feet to the **POINT OF BEGINNING** and containing 61.611 acres (2,683,778 square feet) of land, more or less.

BEING a tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of a called 41.640 acre tract of land described in a Warranty Deed with Vendor's Lien to Michael Ray Self and spouse, Hannah Carter Self, as recorded in Instrument No. 2020-72317 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a mag nail set for the northwest corner of said 41.640 acre tract, common to the northeast corner of a called 61.667 acre tract of land described in a deed to Betsy Turner, as recorded in Instrument No. 97-0010270 of the Official Records of Denton County, Texas, being on the southerly line of Tract I described in a deed to LTR Dressage, LLC, as recorded in Instrument No. 2012-60776 of the Official Records of Denton County, Texas, and in the centerline of Black Jack Road, a variable width right-of-way, no record found;

THENCE South 89°10'02" East, along a northerly line of said 41.640 acre tract, the southerly line of said Tract I, the southerly line of a called 22.380 acre tract of land described as Tract II in said deed recorded in Instrument No. 2012-60776 of the Official Records of Denton County, Texas, and the centerline of said Black Jack Road, a distance of 570.47 feet to a 1 inch iron pipe found for the northerly northeast corner of said 41.640 acre tract, common to the northwest corner of a called 14.975 acre tract of land described in a deed to K & T Swan Family Limited Partnership, L.P., as recorded in Instrument No. 2017-78524 of the Official Records of Denton County, Texas;

THENCE South 1°07'20" East, departing the southerly line of said Tract II and the centerline of said Black Jack Road, along an easterly line of said 41.640 acre tract and the westerly line of said 14.975 acre tract, a distance of 1528.04 feet to a 1/2 inch iron rod found for the southwest corner of said 14.975 acre tract, common to an ell corner of said 41.640 acre tract;

THENCE South 89°22'10" East, along a northerly line of said 41.640 acre tract and the southerly line of said 14.975 acre tract, a distance of 570.06 feet to a 3/8 inch iron rod found for the southerly northeast corner of said 41.640 acre tract, common to the southeast corner of said 14.975 acre tract;

THENCE South 1°04'44" East, along an easterly line of said 41.640 acre tract, a distance of 745.84 feet to a 1/2 inch iron pipe found for the southeast corner of said 41.640 acre tract, common to the northeast corner of a called 16.597 acre tract of land described in a deed to Phillip J. Anton and wife, Karen M. Anton, as recorded in Instrument No. 95-65740 of the Official Records of Denton County, Texas;

THENCE South 89°33'30" West, along the southerly line of said 41.640 acre tract, the northerly line of said 16.597 acre tract, the northerly line of a called 6.703 acre tract of land described in a deed to Phillip John Anton and wife, Karen Marie Anton, as recorded in Instrument No. 2005-92268 of the Official Records of Denton County, Texas, and the northerly line of a called 94.58 acre tract of land described in a deed to Robert J. Houlihan, Trustee of the Jacqueline A. Houlihan Family Trust, as recorded in Instrument No. 2015-75670 of the Official Records of Denton County, Texas, a distance of 1209.41 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 41.640 acre tract, common to the southeast corner of aforesaid 61.667 acre tract;

THENCE North 0°37'22" East, departing the northerly line of said 94.58 acre tract, along the westerly line of said 41.640 acre tract and the easterly line of said 61.667 acre tract, a distance of 2297.48 feet to the **POINT OF BEGINNING** and containing 41.650 acres (1,814,290 square feet) of land, more or less.

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, Sylviana Gunawan, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Subdivision Regulations of the City of Aubrey, Texas.

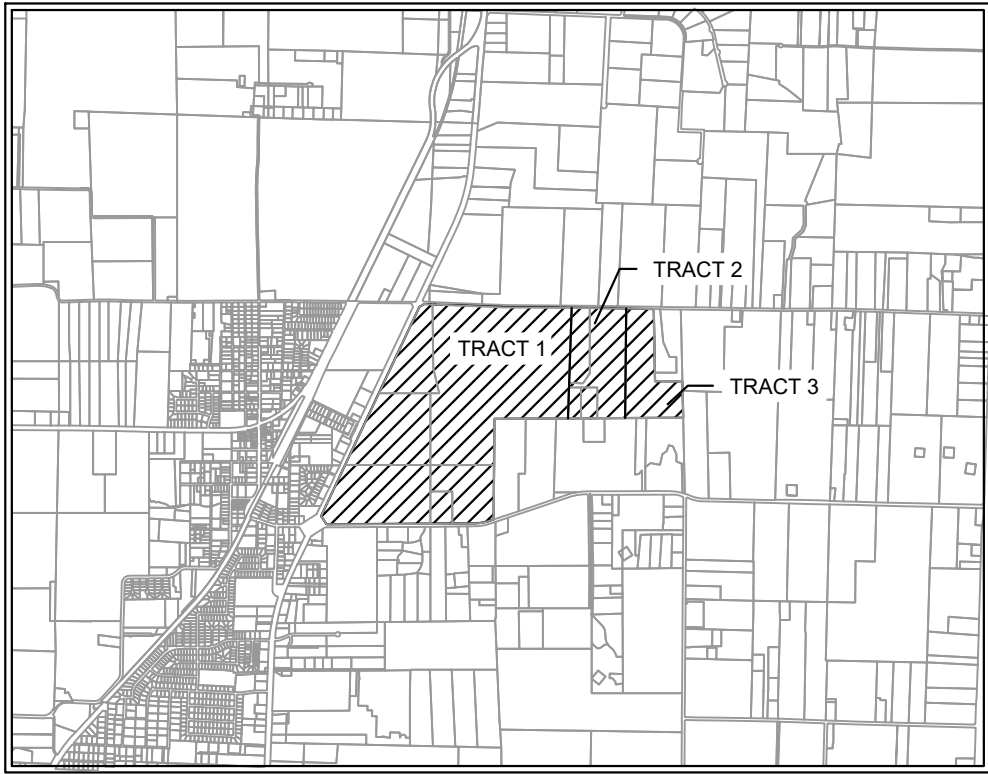
PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

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 _____, 2021.

NOTARY PUBLIC in and for the STATE OF TEXAS



VICINITY MAP
SCALE: 1" = 4,000'

LEGEND	
D.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
HOA	HOMEOWNERS ASSOCIATION
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
	STREET NAME CHANGE
LINE TYPE LEGEND	
	MATCH LINE
	EASEMENT LINE
	PHASE LINE
	RIGHT-OF-WAY LINE
	100-YEAR FLOODPLAIN
	AUBREY CITY LIMITS

NOTE:

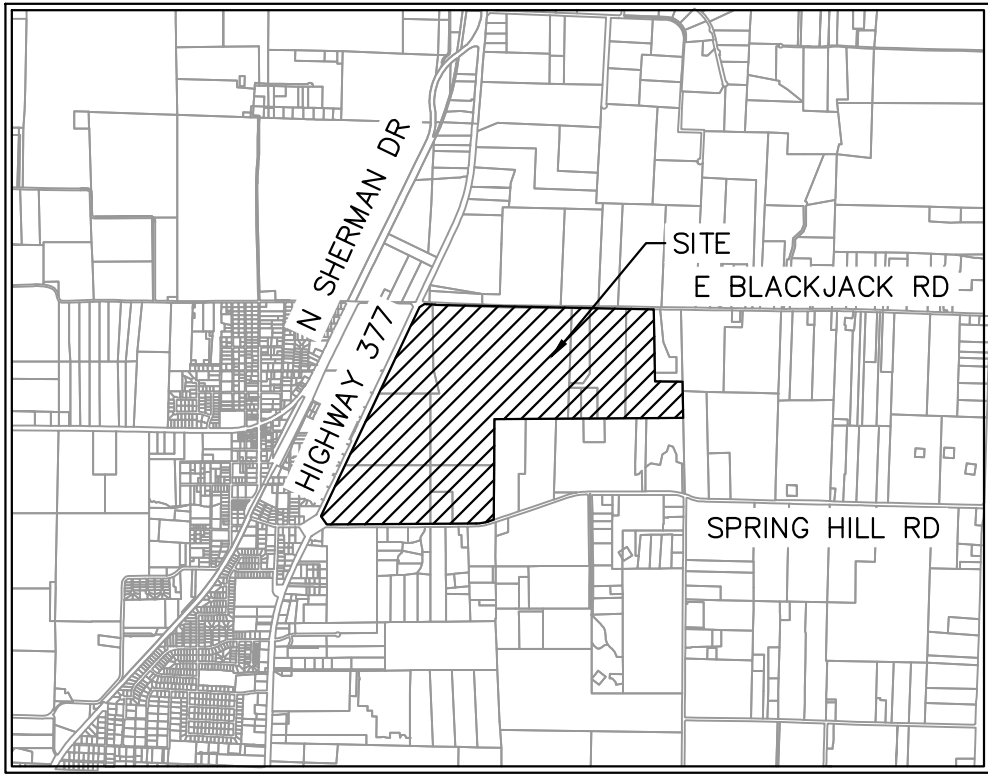
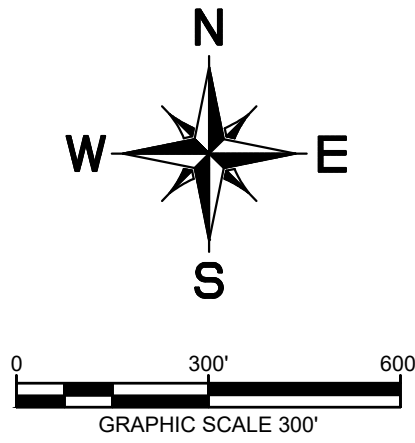
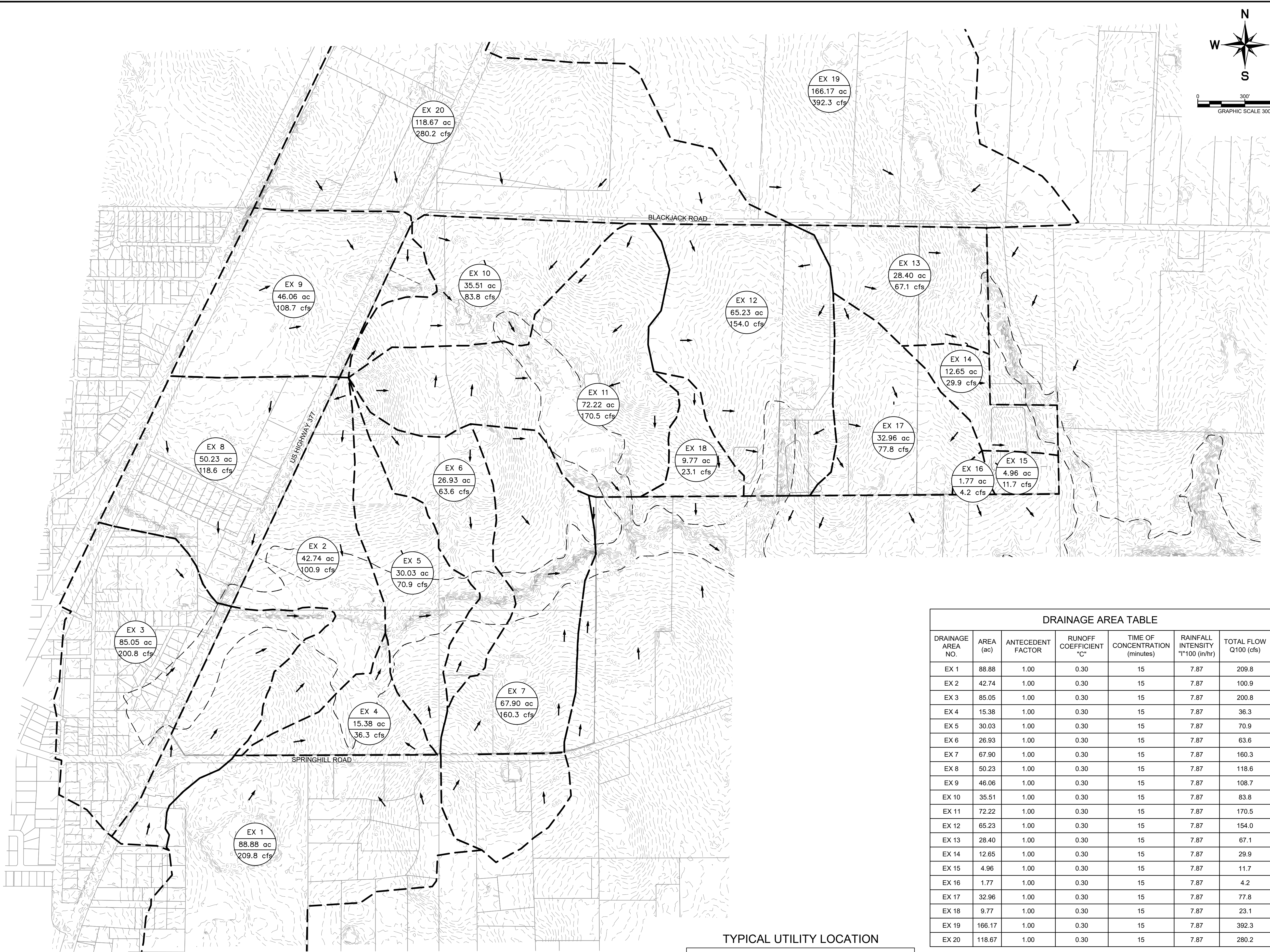
- 1) ALL X LOTS ARE OWNED AND MAINTAINED BY THE HOA.
- 2) ALL ISLANDS WITHIN THE ROW SHALL BE MAINTAINED BY THE HOA.
- 3) PER APPROVED DEVELOPMENT AGREEMENT BLOCK LENGTH IS 1,250'.
- 4) ALL FEMA FLOOD ZONES INDICATE A FLOODPLAIN & DRAINAGE EASEMENT.
- 5) EXISTING FEMA FLOOD ZONES ARE LOCATED WITHIN FEMA FIRM PANEL NO. 48121C0265G.
- 6) PROPOSED FLOODPLAIN STUDY AND CLOMR WILL SHOW LIMITS OF POST-DEVELOPMENT FLOODPLAIN.
- 7) ALL OPEN SPACES WILL BE FLOODPLAIN & DRAINAGE EASEMENTS.
- 8) LOT 70X, BLOCK N, LOT 72X, BLOCK S, LOT 40X, BLOCK AK AND LOT 29X, BLOCK AI ARE HOA LOTS THAT RESERVE FUTURE ROW FOR THE OUTER LOOP BASED ON PRELIMINARY ALIGNMENT STUDIES. ROW ACQUISITIONS WILL OCCUR ONCE ALIGNMENT & SCHEMATICS HAVE BEEN FINALIZED.

CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY PLAT FOR HIGH POINTE RANCH 1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT BEING 460.75 ACRES OUT OF THE FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243 AND THE IN THE CITY OF AUBREY, DENTON COUNTY, TEXAS					
SURVEYOR: Kimley-Horn 6160 Warren Parkway Frisco, TX 75034 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461		OWNER/DEVELOPER: Aubrey BlackJack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose		OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	
ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928		DESIGNED	DRAWN	CHECKED	SCALE
		DKT	DKT	TLF	AS SHOWN
		DATE		KH PROJECT NO.	
		SEPT. 2021		2020103	
				P-11	

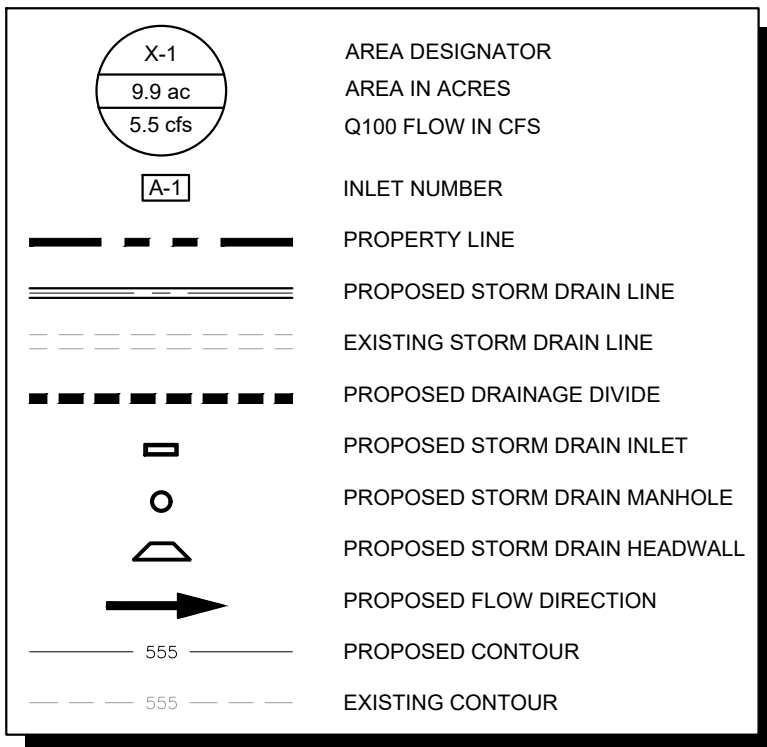
PLATTED BY: FRANCISCO, REVISED: 06/20/2021 4:44 PM, DWG NAME: KPHR CIVIL\FRISCO\SS\G1\EX-1.DWG, LAST SAVED: 06/20/2021 4:42 PM

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.



VICINITY MAP
SCALE: 1" = 4,000'

LEGEND



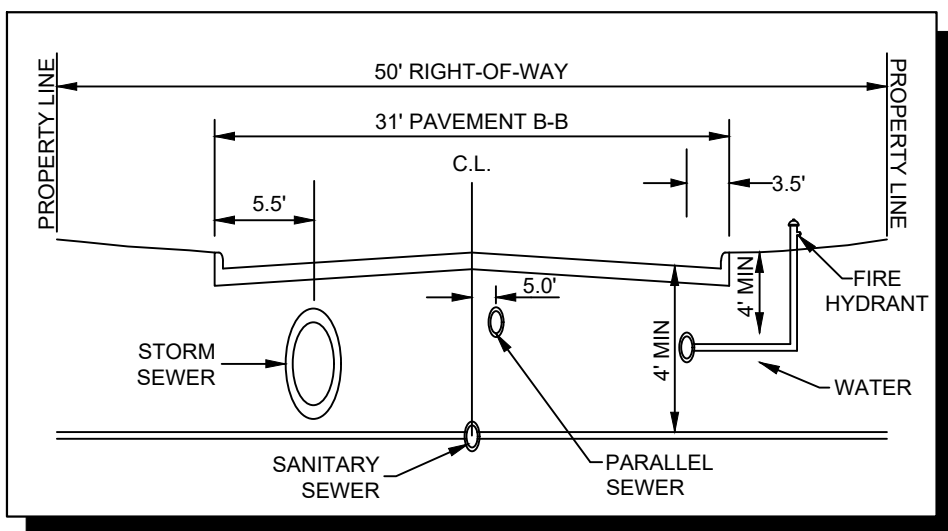
DRAINAGE DESIGN CRITERIA

Q100 = C*I*A
Q = FLOW IN CUBIC FEET PER SECOND (CFS)
C = RUNOFF COEFFICIENT = 0.65 (RESIDENTIAL)
0.30 (OPEN SPACE)
I = INTENSITY (TIME OF CONCENTRATION = TC)
TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/HR
A = DRAINAGE AREA IN ACRES

DRAINAGE AREA TABLE

DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
EX 1	88.88	1.00	0.30	15	7.87	209.8
EX 2	42.74	1.00	0.30	15	7.87	100.9
EX 3	85.05	1.00	0.30	15	7.87	200.8
EX 4	15.38	1.00	0.30	15	7.87	36.3
EX 5	30.03	1.00	0.30	15	7.87	70.9
EX 6	26.93	1.00	0.30	15	7.87	63.6
EX 7	67.90	1.00	0.30	15	7.87	160.3
EX 8	50.23	1.00	0.30	15	7.87	118.6
EX 9	46.06	1.00	0.30	15	7.87	108.7
EX 10	35.51	1.00	0.30	15	7.87	83.8
EX 11	72.22	1.00	0.30	15	7.87	170.5
EX 12	65.23	1.00	0.30	15	7.87	154.0
EX 13	28.40	1.00	0.30	15	7.87	67.1
EX 14	12.65	1.00	0.30	15	7.87	29.9
EX 15	4.96	1.00	0.30	15	7.87	11.7
EX 16	1.77	1.00	0.30	15	7.87	4.2
EX 17	32.96	1.00	0.30	15	7.87	77.8
EX 18	9.77	1.00	0.30	15	7.87	23.1
EX 19	166.17	1.00	0.30	15	7.87	392.3
EX 20	118.67	1.00	0.30	15	7.87	280.2

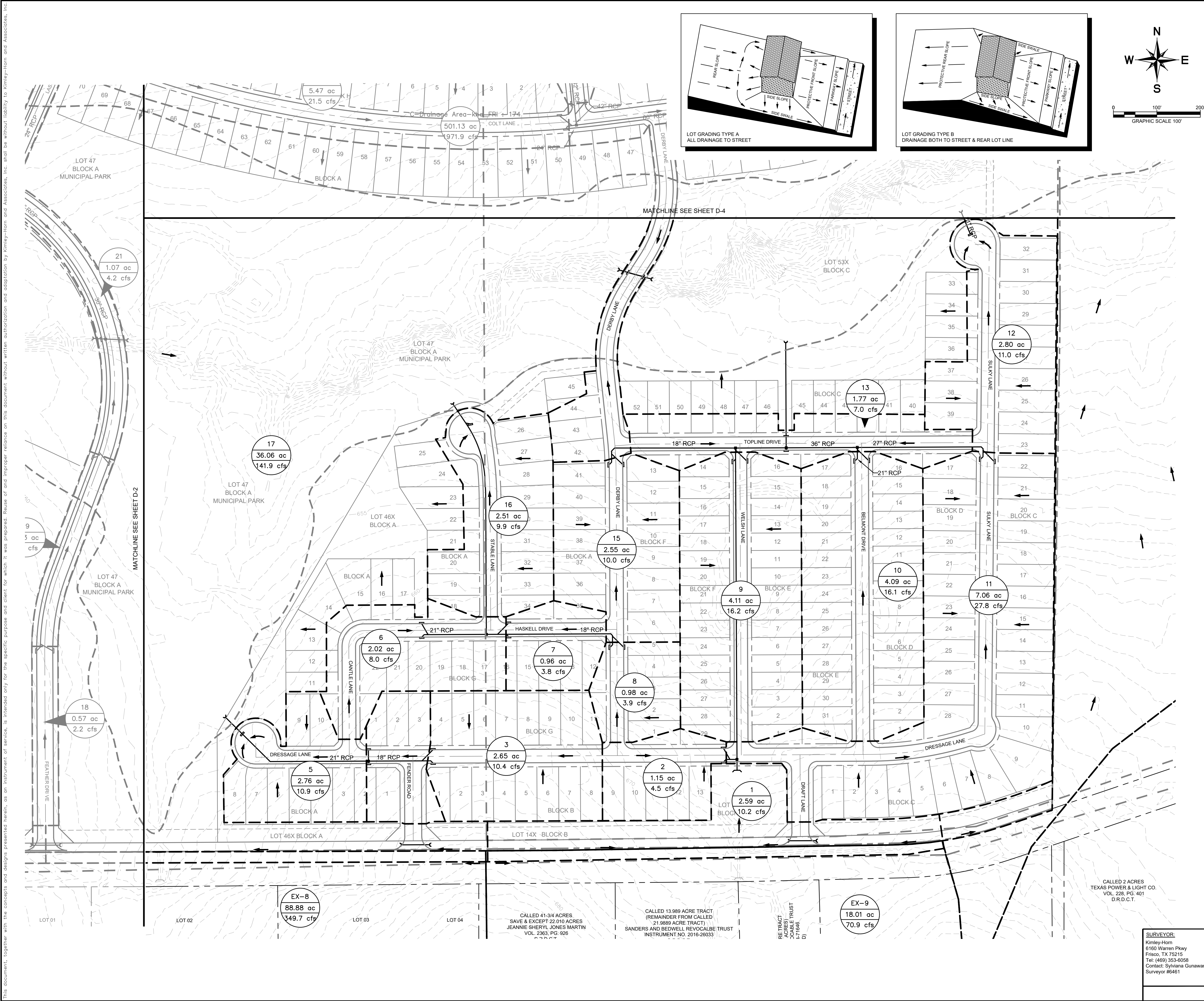
TYPICAL UTILITY LOCATION

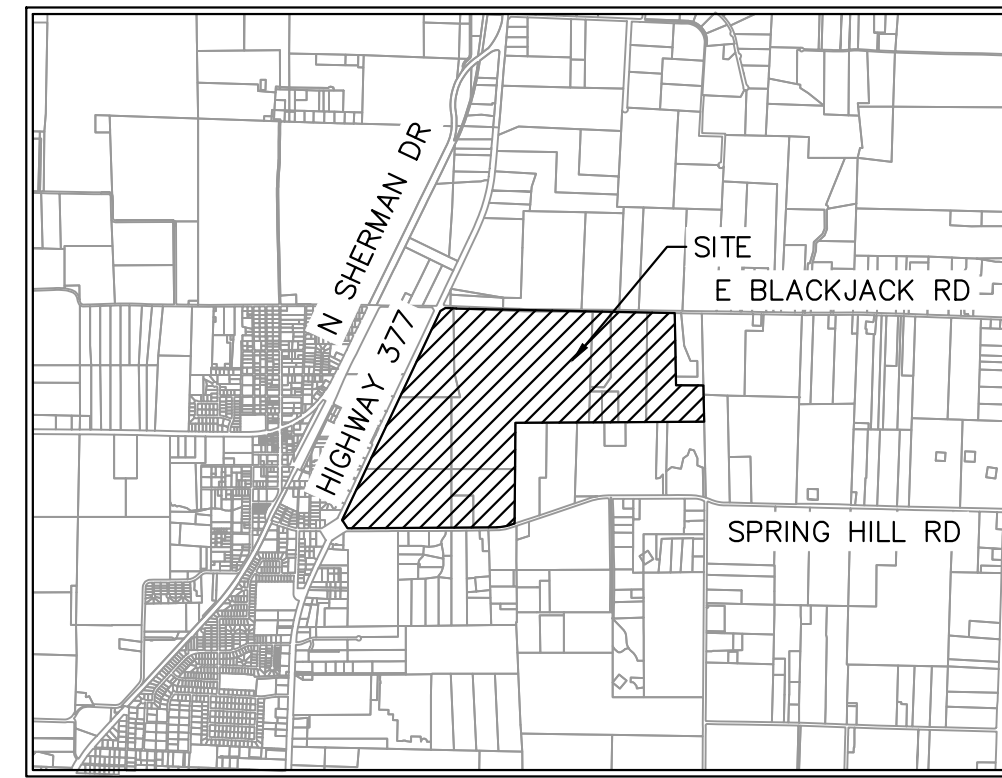
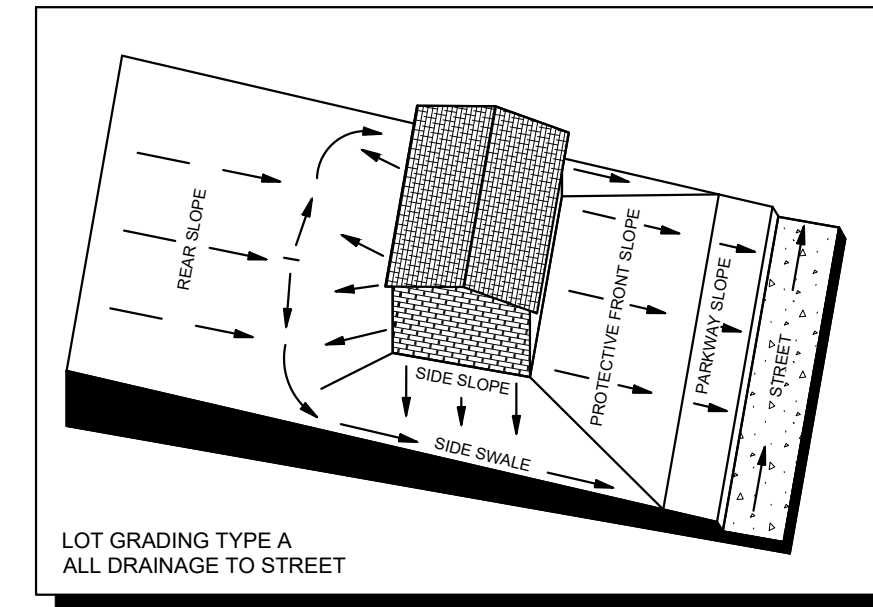


NOTE: EXISTING TOPOGRAPHIC INFORMATION IS FROM CURRENT TNRIS LIDAR.

DOCUMENT IS INTENDED FOR REVIEW PURPOSES ONLY. NOT FOR CONSTRUCTION OR PERMIT PURPOSES.

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461		OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose		OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss		ENGINEER: Kimley»Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928	
DESIGNED DKT	DRAWN KPH	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	EX-1	





	AREA DESIGNATOR
	AREA IN ACRES
	Q100 FLOW IN CFS
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED PHASE LINE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR

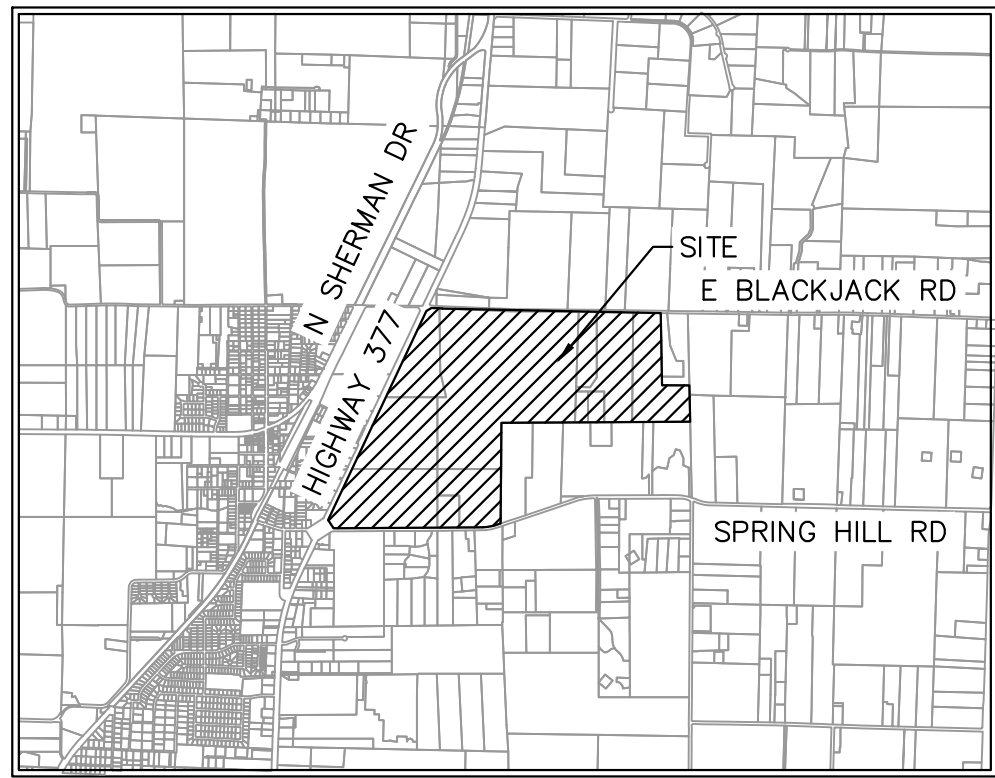
Q100 = C*I*A
Q = FLOW IN CUBIC FEET PER SECOND (CFS)
C = RUNOFF COEFFICIENT = 0.50 (RESIDENTIAL)
I = INTENSITY (TIME OF CONCENTRATION = TC)
TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/HR
A = DRAINAGE AREA IN ACRES

1. LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS. BUT SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEPARTMENT RULES AND REGULATIONS. EXCEPT FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
2. ALL STORM DRAIN LATERALS ARE ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE.
3. STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

The diagram illustrates a street cross-section with the following components and dimensions:

- 50' RIGHT-OF-WAY**: The total width of the street.
- 31' PAVEMENT B-B**: The width of the pavement base.
- PROPERTY LINE**: The boundary of the street right-of-way.
- 5.5'**: The distance from the left property line to the centerline (C.L.).
- C.L.**: Centerline of the street.
- 5.0'**: The distance from the centerline to the storm sewer.
- STORM SEWER**: A circular sewer pipe.
- 4' MIN**: The minimum depth of the storm sewer.
- 5.0'**: The distance from the centerline to the sanitary sewer.
- SANITARY SEWER**: A circular sewer pipe.
- 4' MIN**: The minimum depth of the sanitary sewer.
- PARALLEL SEWER**: A sewer pipe running parallel to the others.
- 2.0'**: The distance from the right property line to the fire hydrant.
- FIRE HYDRANT**: A vertical pipe with a valve.
- WATER**: The water supply line.

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75034 Tel: (469) 353-8058 Contact: Sylviaa Gunawan Surveyor #0461	OWNER/DEVELOPER: Aubrey Blackack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (714) 674-8570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Midway, TX 75226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER:  6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 353-3580 Contact: Thomas Fletcher, P.E. Registration F-928		
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
DKT	XXX	TLF	AS SHOWN	SEPT. 2021	2020103



VICINITY MAP
SCALE: 1" = 4,000'

LEGEND

	AREA DESIGNATOR
	AREA IN ACRES
	Q100 FLOW IN CFS
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED PHASE LINE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR

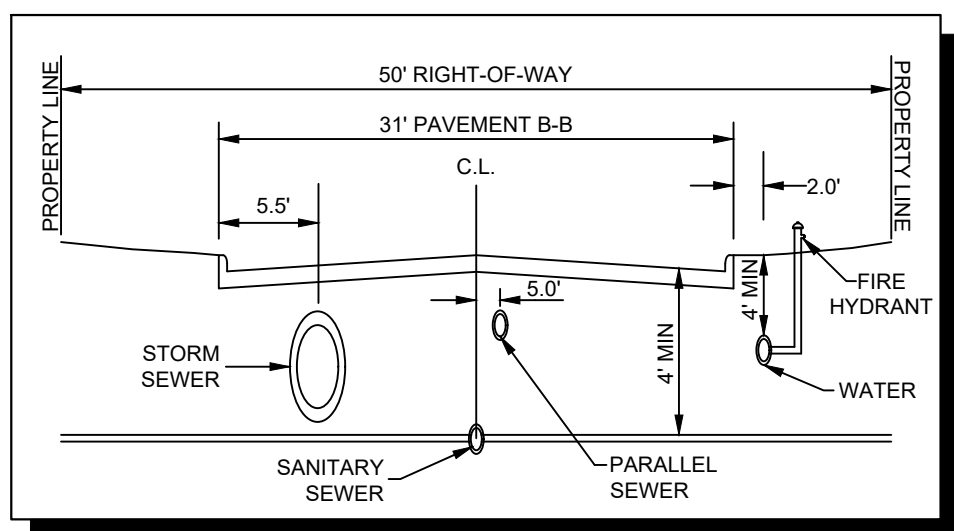
DRAINAGE DESIGN CRITERIA

Q100 = C"IA
Q = FLOW IN CUBIC FEET PER SECOND (CFS)
C = RUNOFF COEFFICIENT = 0.50 (RESIDENTIAL)
I = INTENSITY (TIME OF CONCENTRATION = TC)
TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/H
A = DRAINAGE AREA IN ACRES

DRAINAGE GENERAL NOTES

1. LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS, BUT SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEVELOPMENT RULES AND REGULATIONS. DESIGNED FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
2. ALL STORM DRAIN LATERALS ARE ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE.
3. STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

TYPICAL UTILITY LOCATION

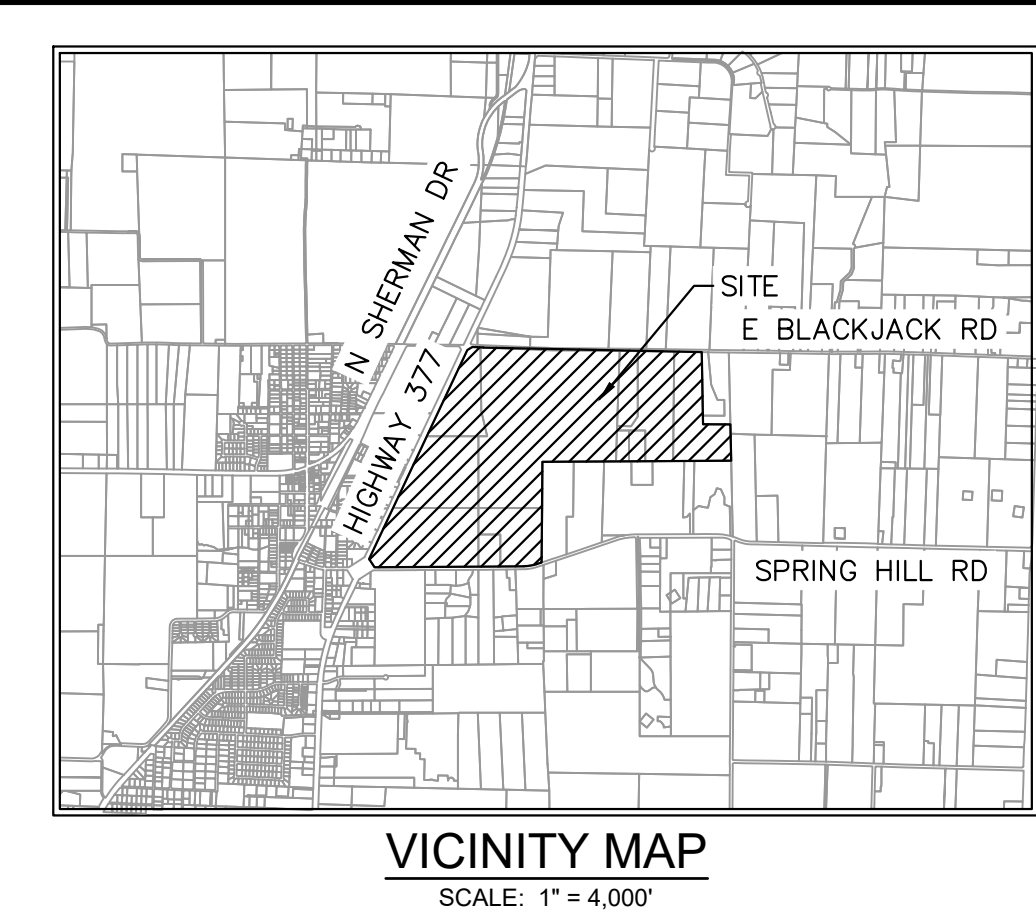
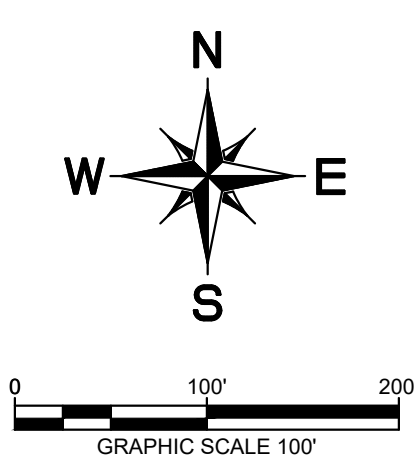


CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY DRAINAGE PLAN FOR HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warden Valley Frisco, TX 75034 Tel: (469) 353-6058 Contact: Sylviaa Gunawan Surveyor #68451	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 214 W. Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Voss	OWNER/DEVELOPER: FNM Land Investments I, LLC 138 Old Court Blvd. N., Suite 202 Frisco, TX 75034 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warden Valley, Suite 210 Frisco, TX 75034 Tel: (972) 353-5580 Contact: Sylviaa Fletcher, P.E. Registration # 928		
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
DKT	XXX	TLF	AS SHOWN	SEPT. 2021	2020103



VICINITY MAP
SCALE: 1" = 4,000'

LEGEND

- X-1: AREA DESIGNATOR
- 9.9 ac: AREA IN ACRES
- 5.5 cfs: Q100 FLOW IN CFS
- A-1: INLET NUMBER
- : PROPERTY LINE
- : PROPOSED STORM DRAIN LINE
- : EXISTING STORM DRAIN LINE
- : PROPOSED DRAINAGE DIVIDE
- : PROPOSED PHASE LINE
- : PROPOSED STORM DRAIN INLET
- : PROPOSED STORM DRAIN MANHOLE
- : PROPOSED STORM DRAIN HEADWALL
- : PROPOSED FLOW DIRECTION
- : PROPOSED CONTOUR
- : EXISTING CONTOUR

DRAINAGE DESIGN CRITERIA

$Q_{100} = C \cdot I \cdot A$

Q = FLOW IN CUBIC FEET PER SECOND (CFS)

C = RUNOFF COEFFICIENT = 0.50 (RESIDENTIAL)

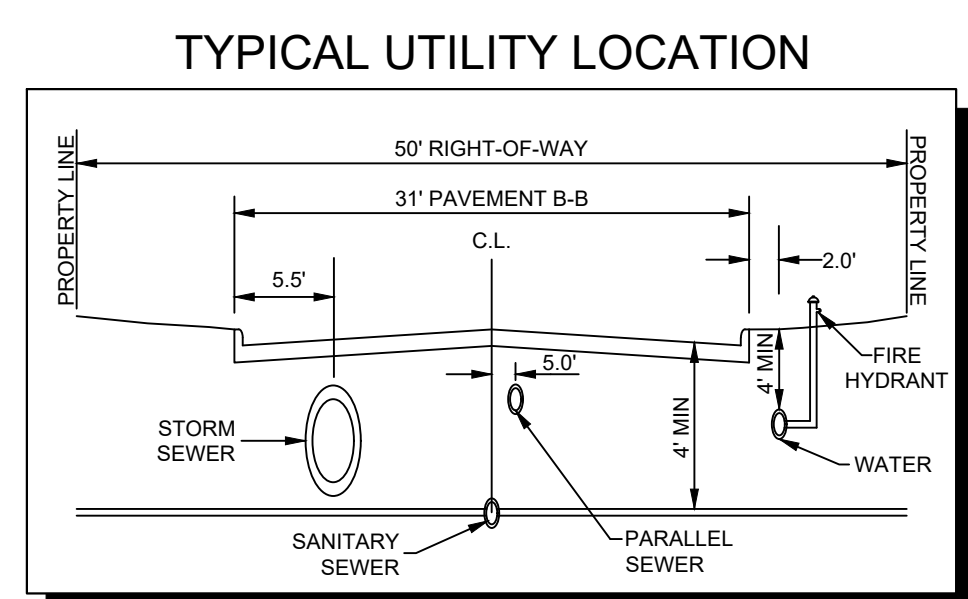
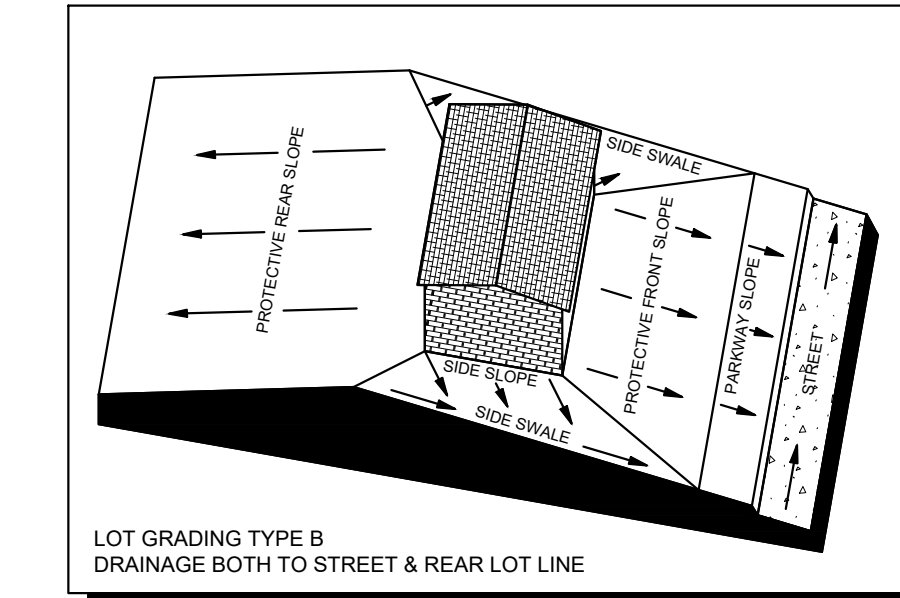
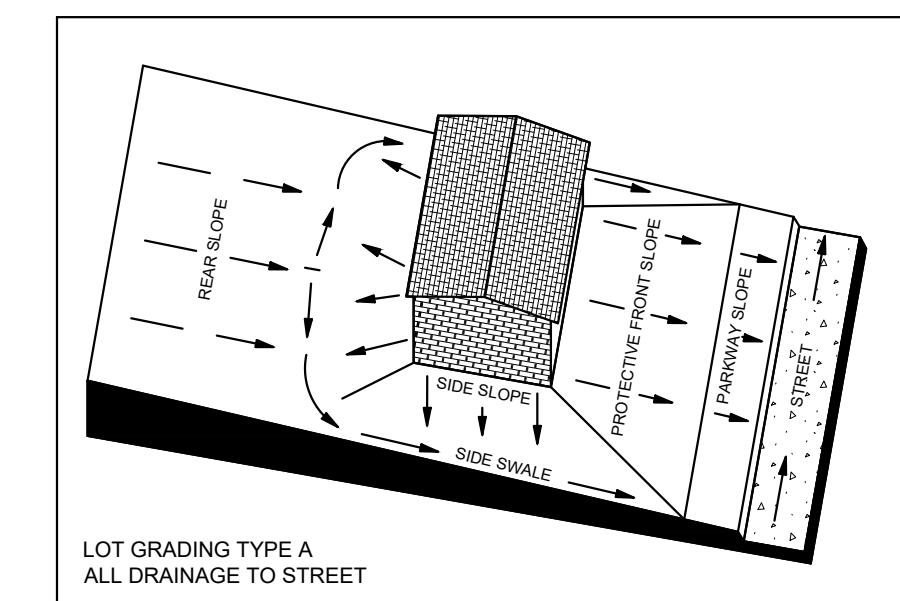
I = INTENSITY (TIME OF CONCENTRATION = TC)

TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/HR

A = DRAINAGE AREA IN ACRES

DRAINAGE GENERAL NOTES

- LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS, BUT SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEVELOPMENT RULES AND REGULATIONS, EXCEPT FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
- ALL STORM DRAIN LATERALS ARE ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE.
- STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.



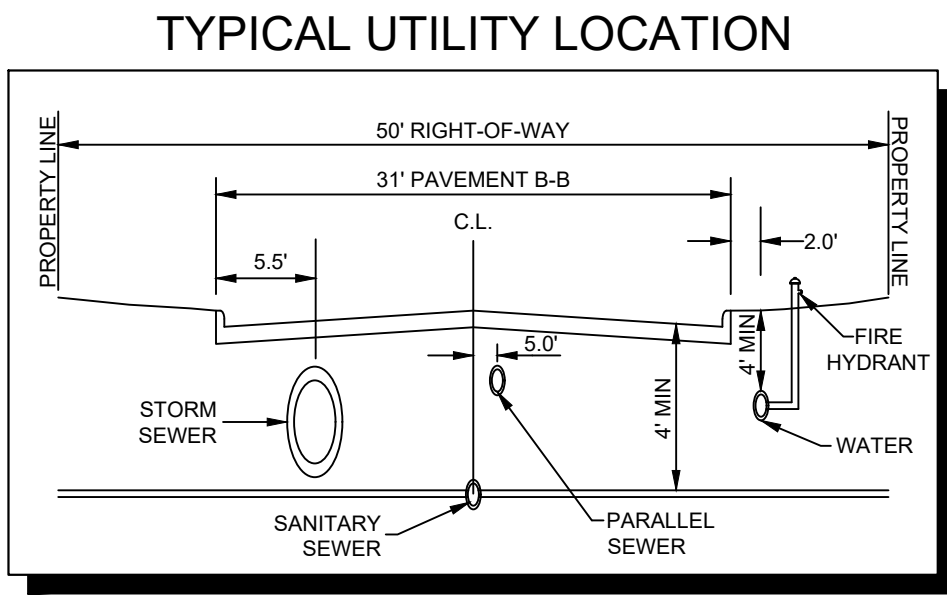
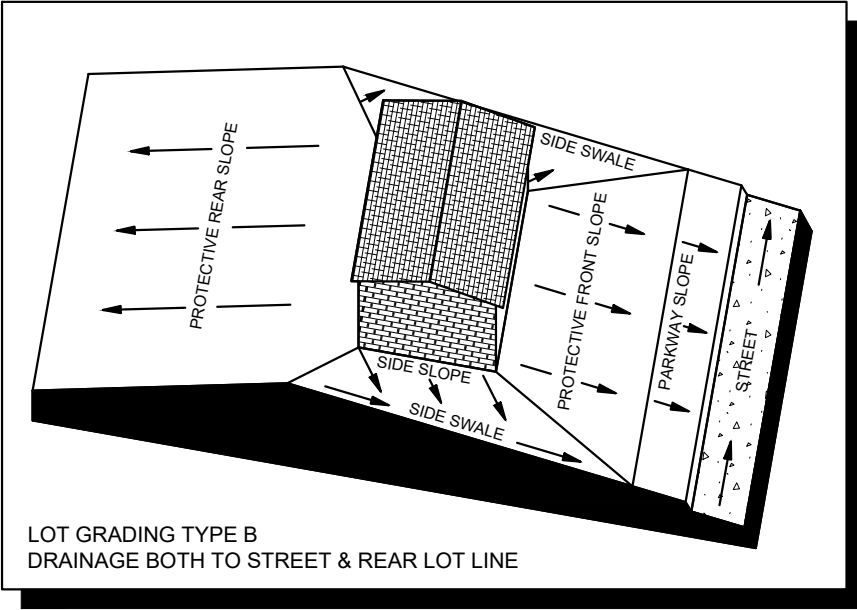
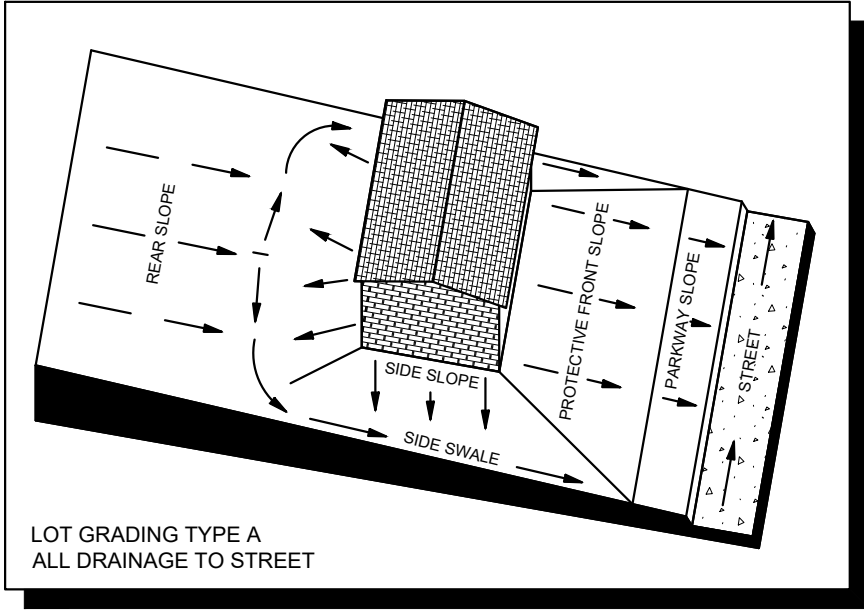
CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY DRAINAGE PLAN
FOR
HIGH POINTE RANCH
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 480.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR:	OWNER/DEVELOPER:	OWNER/DEVELOPER:	ENGINEER:
Kimley-Horn 6160 Warren Pkwy Frisco, TX 75025 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461	Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	FM Land Investments I, LLC 138 Old Town Blvd., Suite 202 Argyle, TX 75226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	Kimley-Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Registration F-928

DESIGNED:	DRAWN:	CHECKED:	SCALE:	DATE:	KH PROJECT NO.:	D-4
DKT	XXX	TLF	AS SHOWN	SEPT. 2021	2020103	

PLATTED BY: FRANCIS, BERNARD, 20200214 2:51 PM
DRAWN BY: KPH CIVIL/FRISCO SINGLE FAMILY PURSUITS, 2020/202001- CIRCLE Y RANCH/CD/PR/PLANS/SHEETS/D-1, DRAINAGE PLAN/DWG(D-3)
LAST SAVED: 1/26/2022 2:51 PM
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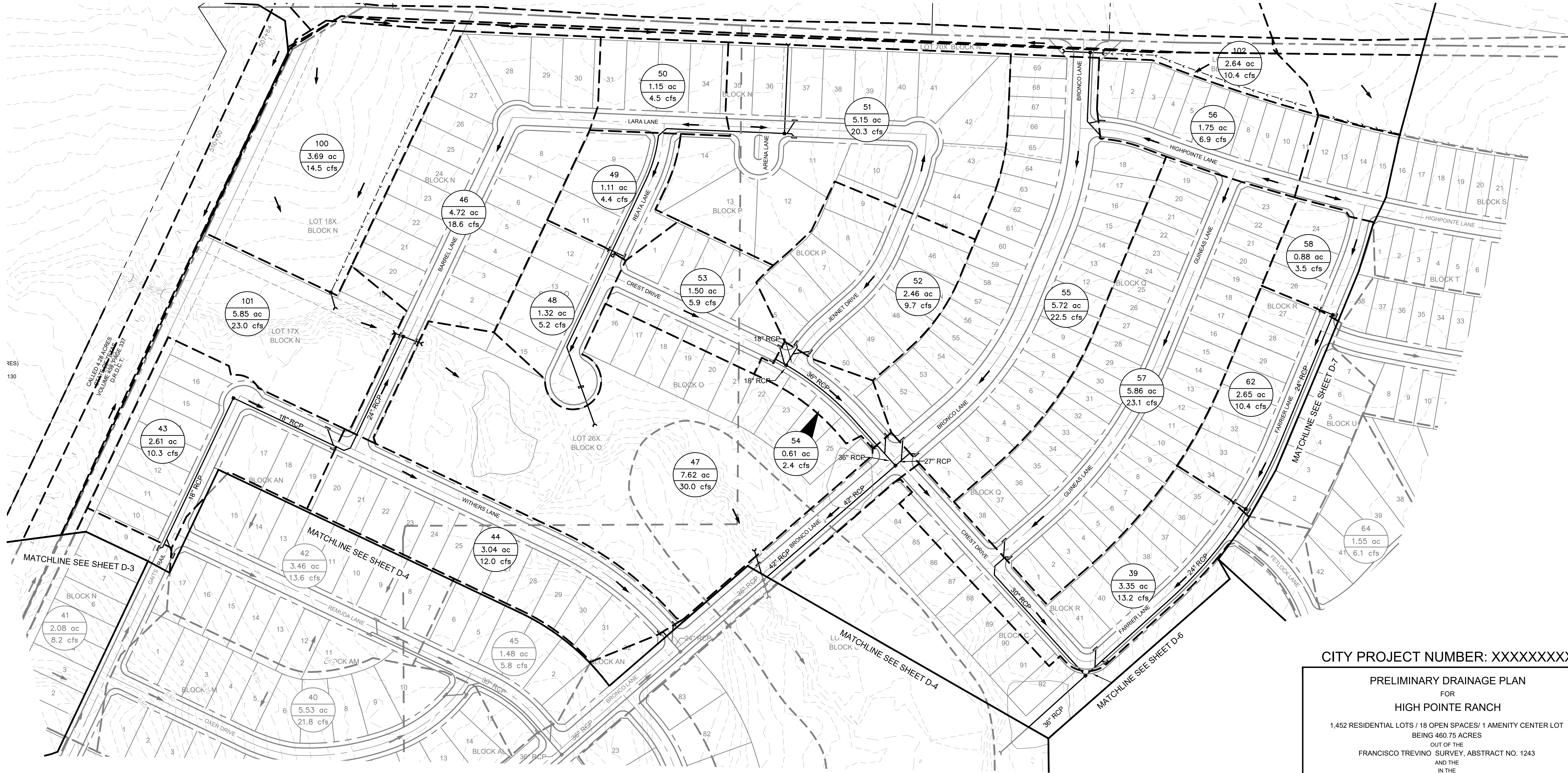
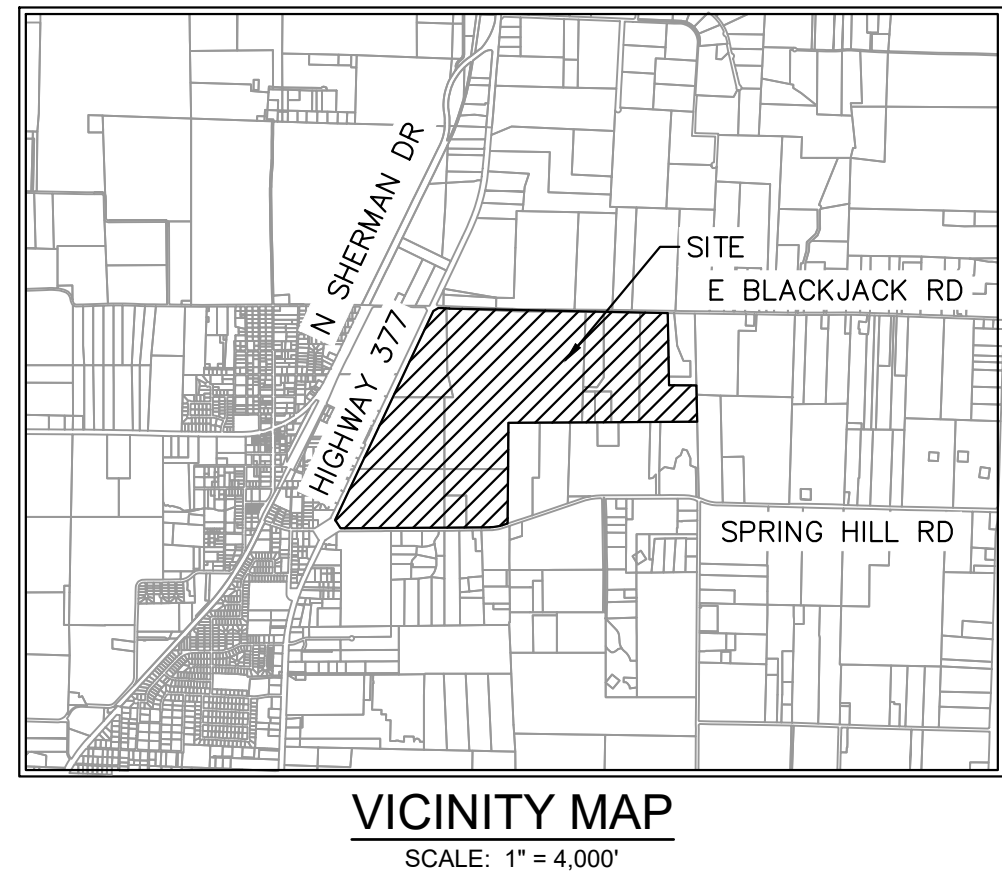
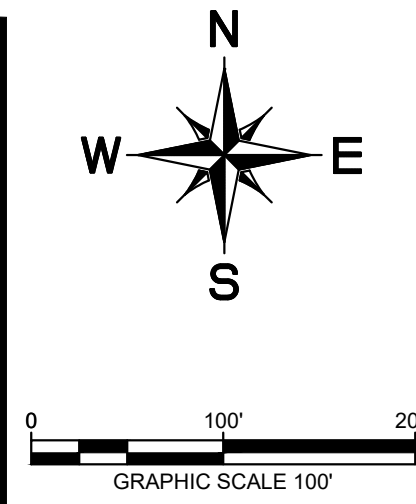


- ### DRAINAGE GENERAL NOTES
- LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAN AND CONSTRUCTION PLANS, BUT SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEVELOPMENT RULES AND REGULATIONS, EXCEPT FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
 - ALL STORM DRAIN LATERALS ARE ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE.
 - STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

- ### DRAINAGE DESIGN CRITERIA
- $Q_{100} = C \cdot I \cdot A$
 Q = FLOW IN CUBIC FEET PER SECOND (CFS)
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 I = INTENSITY (TIME OF CONCENTRATION = TC)
TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/H
 A = DRAINAGE AREA IN ACRES

LEGEND

	AREA DESIGNATOR
	AREA IN ACRES
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED PHASE LINE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR



CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY DRAINAGE PLAN

FOR

HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

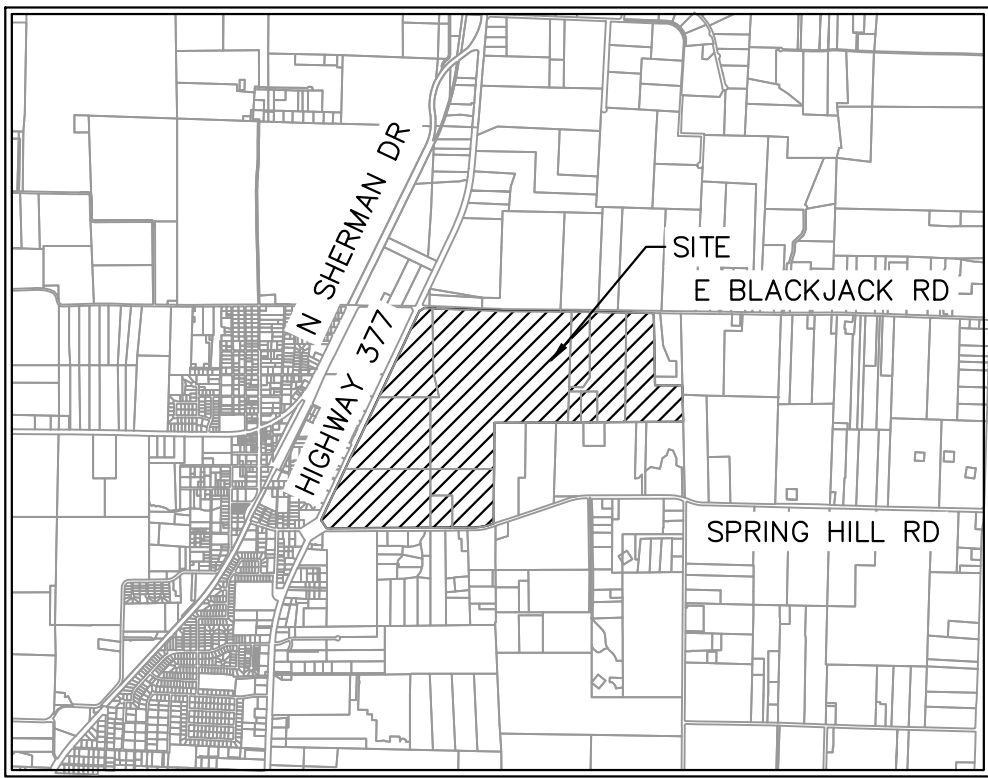
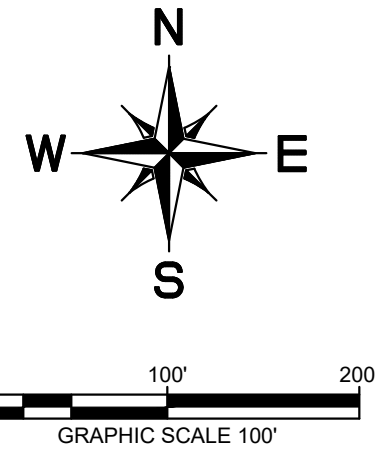
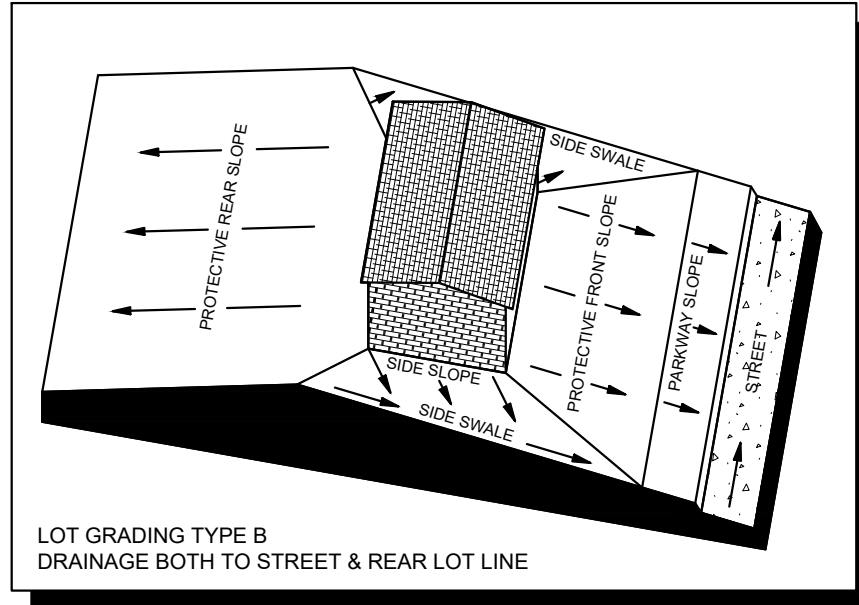
OUT OF THE

FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243

AND THE

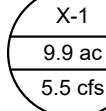
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75215 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED: DKT	DRAWN: XXX	CHECKED: TLF	SCALE: AS SHOWN	DATE: SEPT. 2021	KH PROJECT NO.: 2020103	D-5



VICINITY MAP
SCALE: 1" = 4,000'

LEGEND

	AREA DESIGNATOR
	AREA IN ACRES
	Q100 FLOW IN CFS
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED PHASE LINE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR

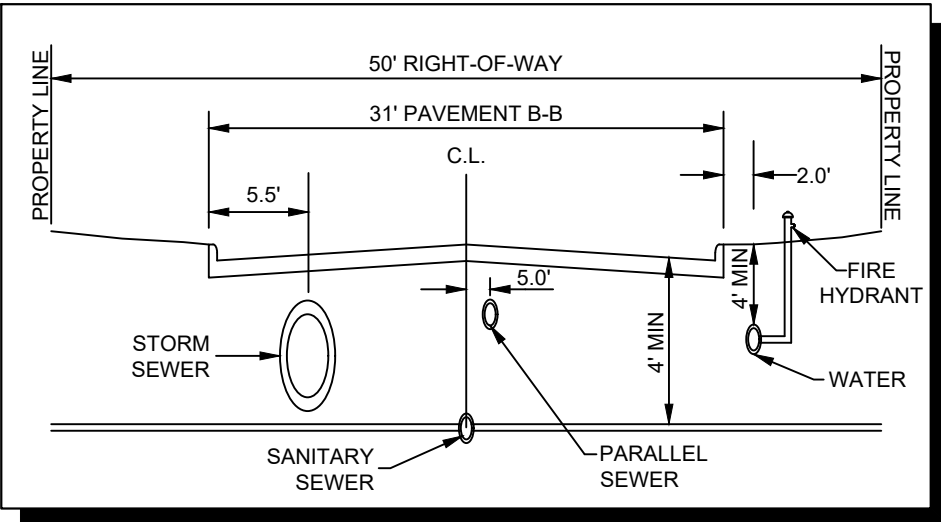
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DRAINAGE GENERAL NOTES

1. LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS. BIDDER SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEVELOPMENT RULES AND REGULATIONS, EXCEPT FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
2. ALL STORM DRAIN LATERALS ARE ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE.
3. STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

TYPICAL UTILITY LOCATION

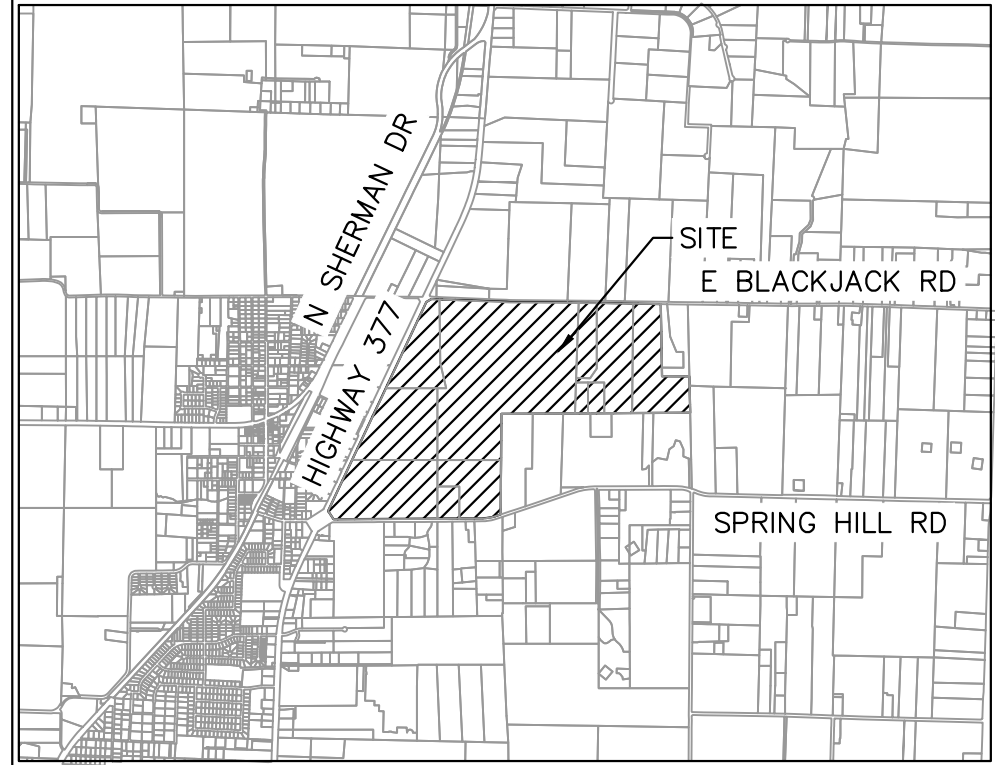
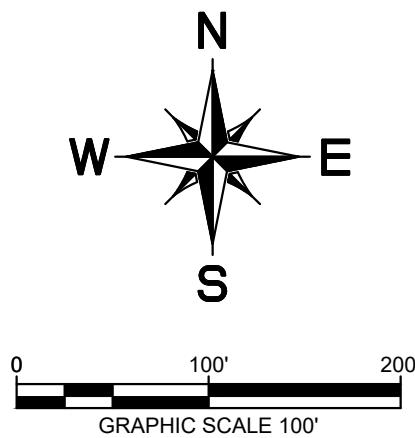
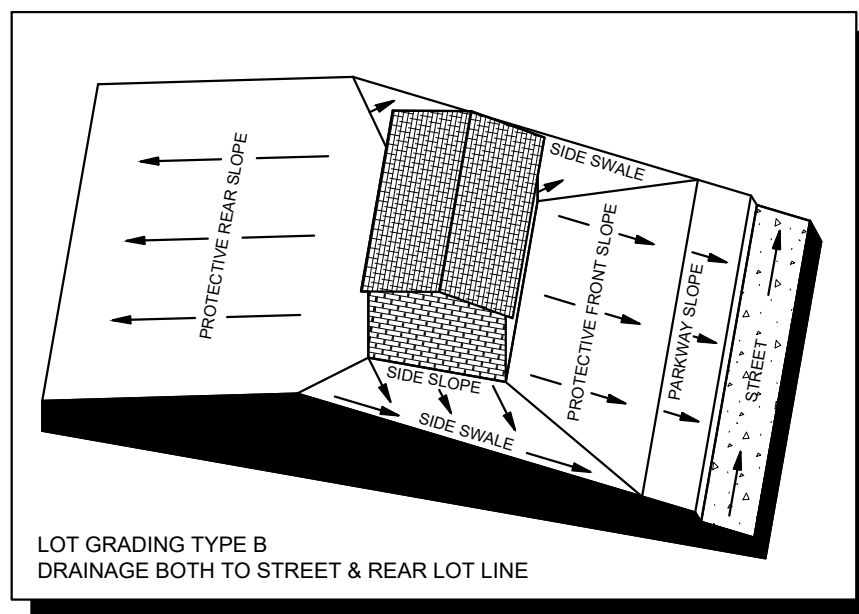
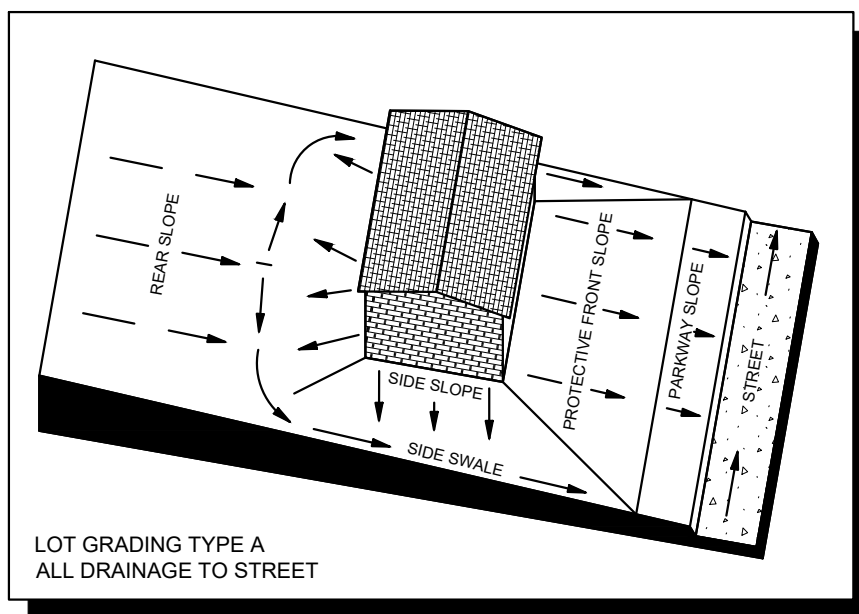
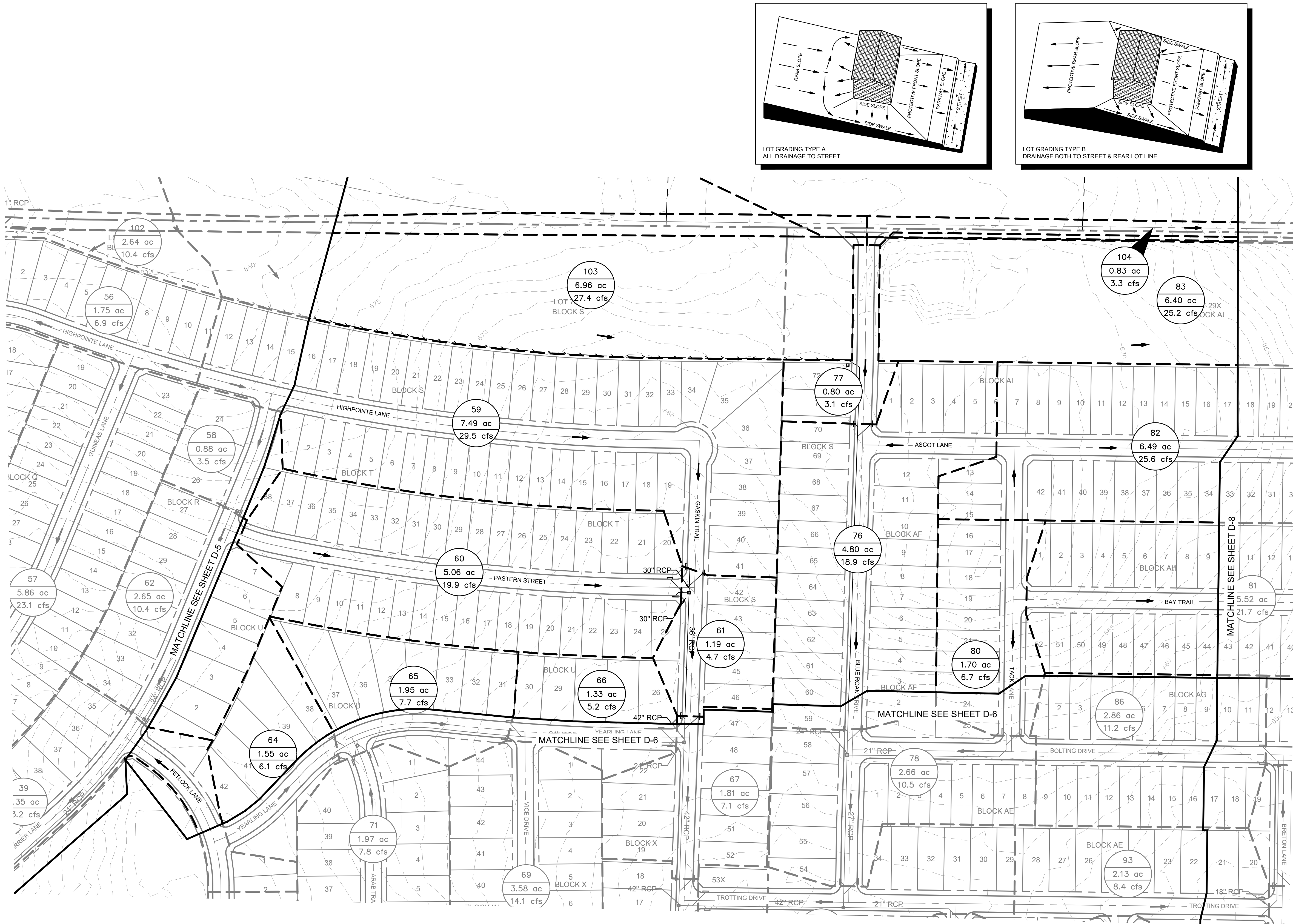


CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY DRAINAGE PLAN FOR HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75045 Tel: (469) 333-6058 Surveyor #54641	OWNER/DEVELOPER: Aubrey Blackhawk Partners, LLC 4514 Cole Ave., Suite 1650 Arling, TX 75010 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I LLC 138 Old Town Blvd. N., Suite 202 Arling, TX 75026 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-128			
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	D-6
DKT	DKT	DKT	AS SHOWN	SEP. 2021	2020103	



VICINITY MAP
SCALE: 1" = 4,000'

LEGEND	
	AREA DESIGNATOR AREA IN ACRES Q100 FLOW IN CFS
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED PHASE LINE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
	EXISTING CONTOUR

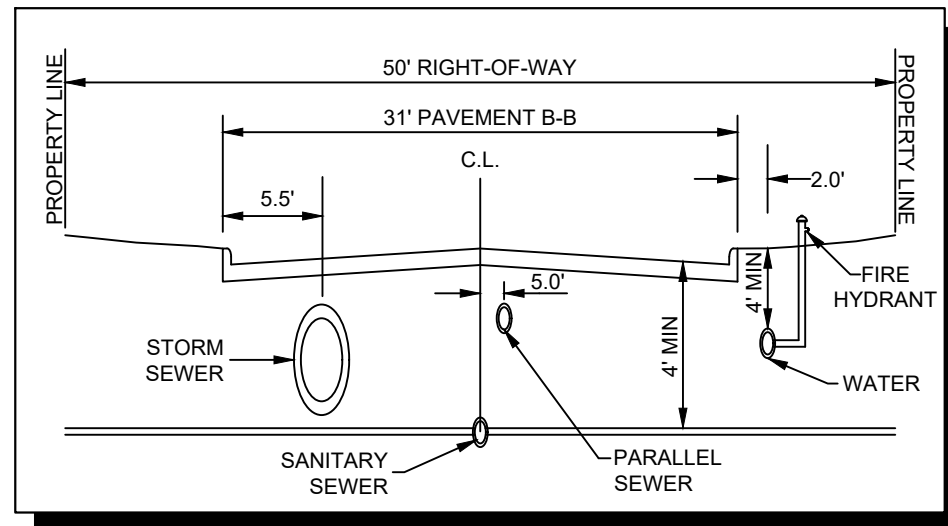
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TYPICAL UTILITY LOCATION



CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY DRAINAGE PLAN

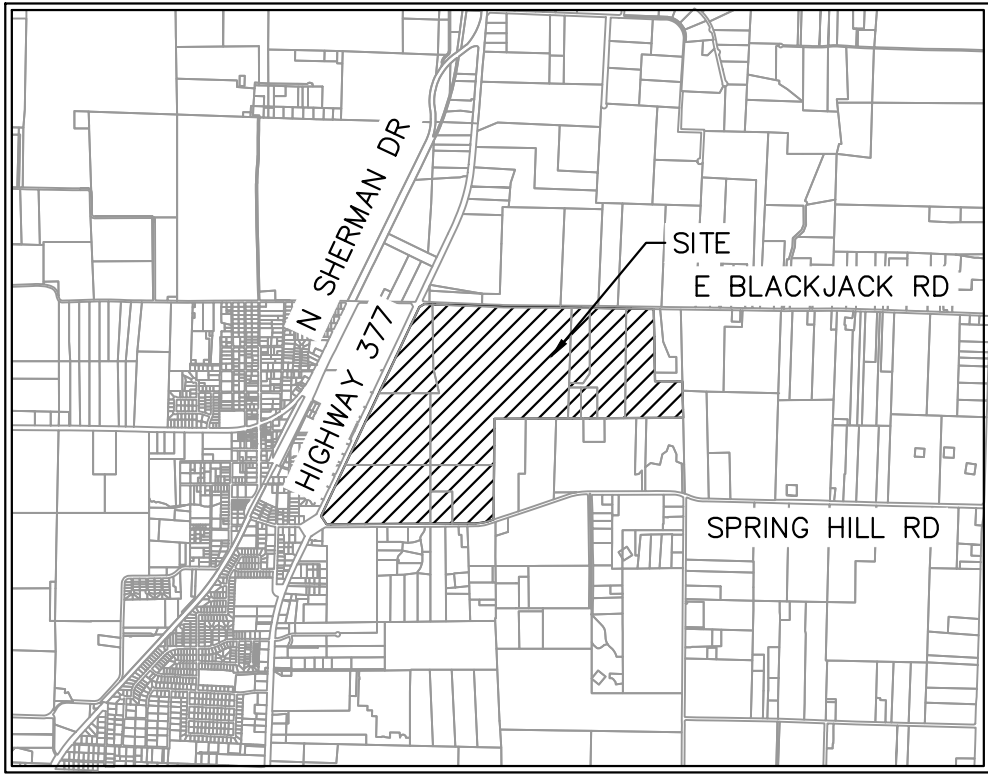
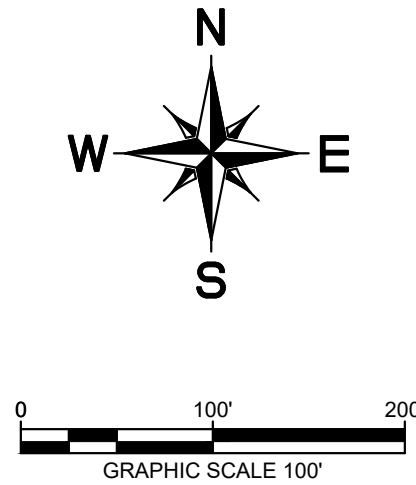
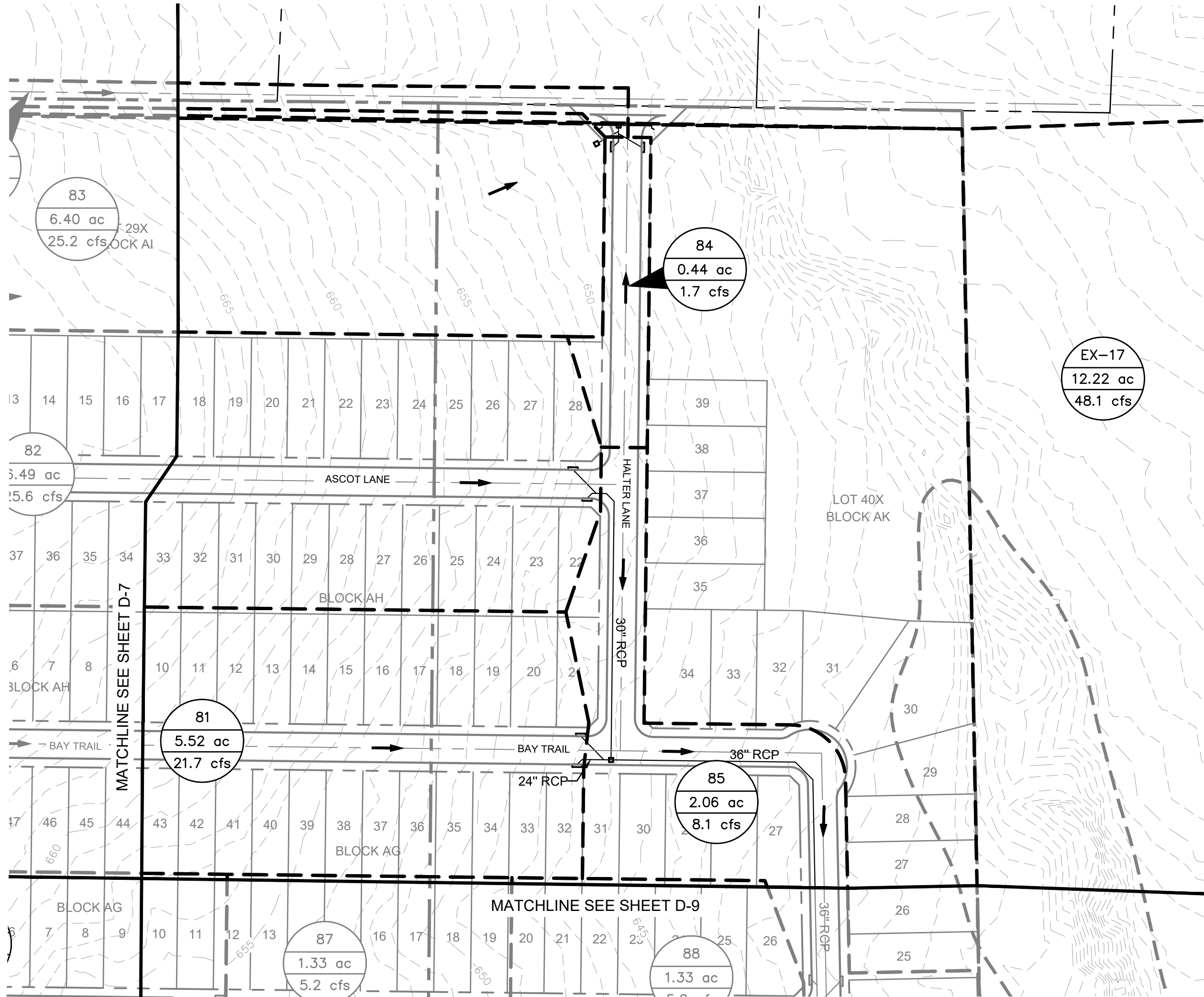
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SURVEYOR:		OWNER/DEVELOPER:		ENGINEER:	
Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461		Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75215 Tel: (214) 674-9570 Contact: Chad Vose		Kimley-Horn 136 Old Town Blvd., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss Registration F-928	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103



VICINITY MAP
SCALE: 1" = 4,000'

LEGEND

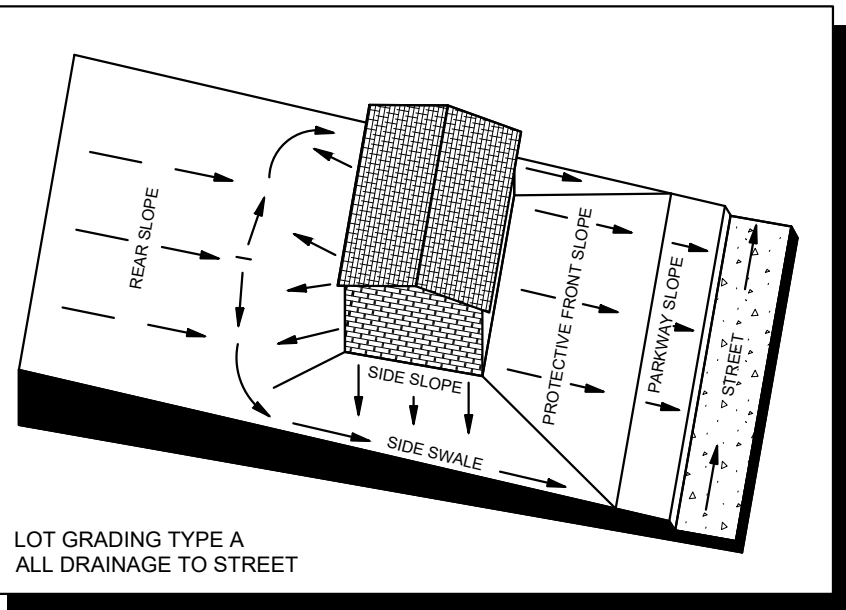
	AREA DESIGNATOR AREA IN ACRES Q100 FLOW IN CFS
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
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	PROPOSED FLOW DIRECTION
	PROPOSED CONTOUR
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DRAINAGE DESIGN CRITERIA

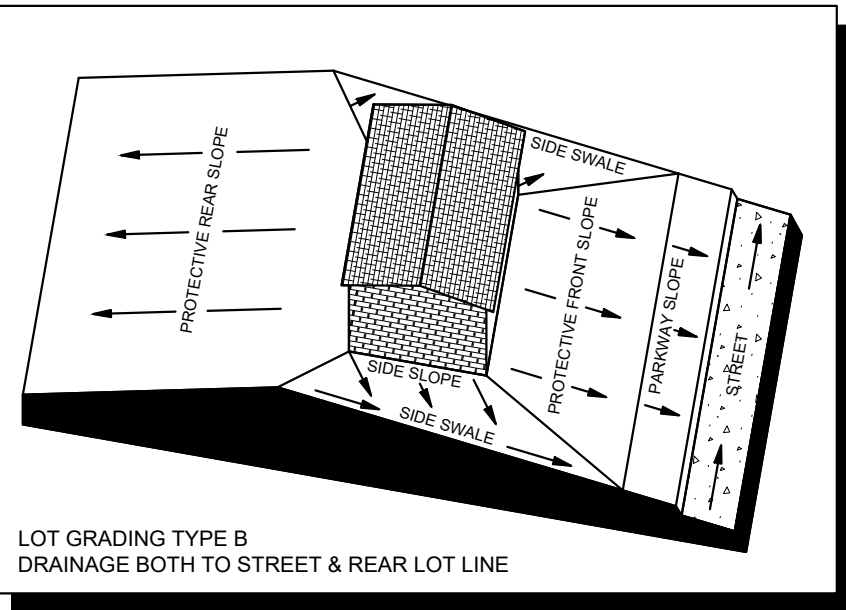
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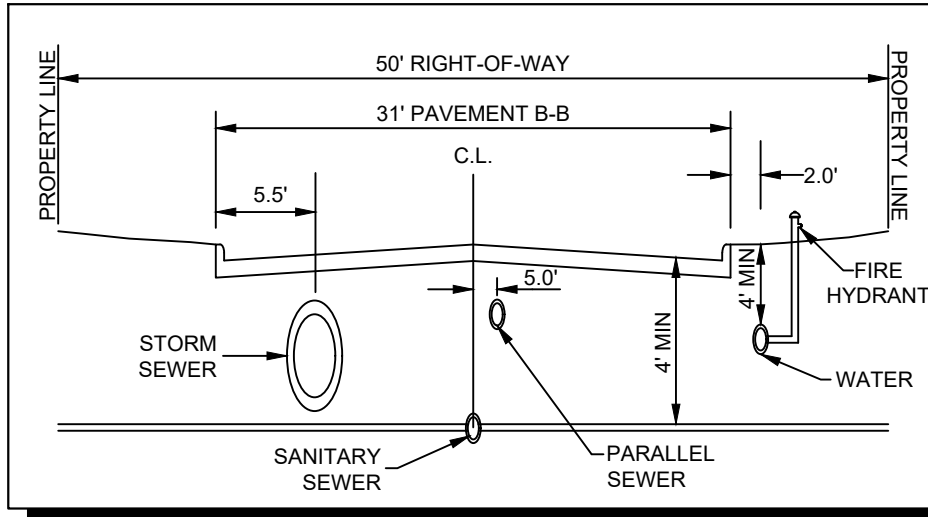


LOT GRADING TYPE A
ALL DRAINAGE TO STREET



LOT GRADING TYPE B
DRAINAGE BOTH TO STREET & REAR LOT LINE

TYPICAL UTILITY LOCATION



CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY DRAINAGE PLAN

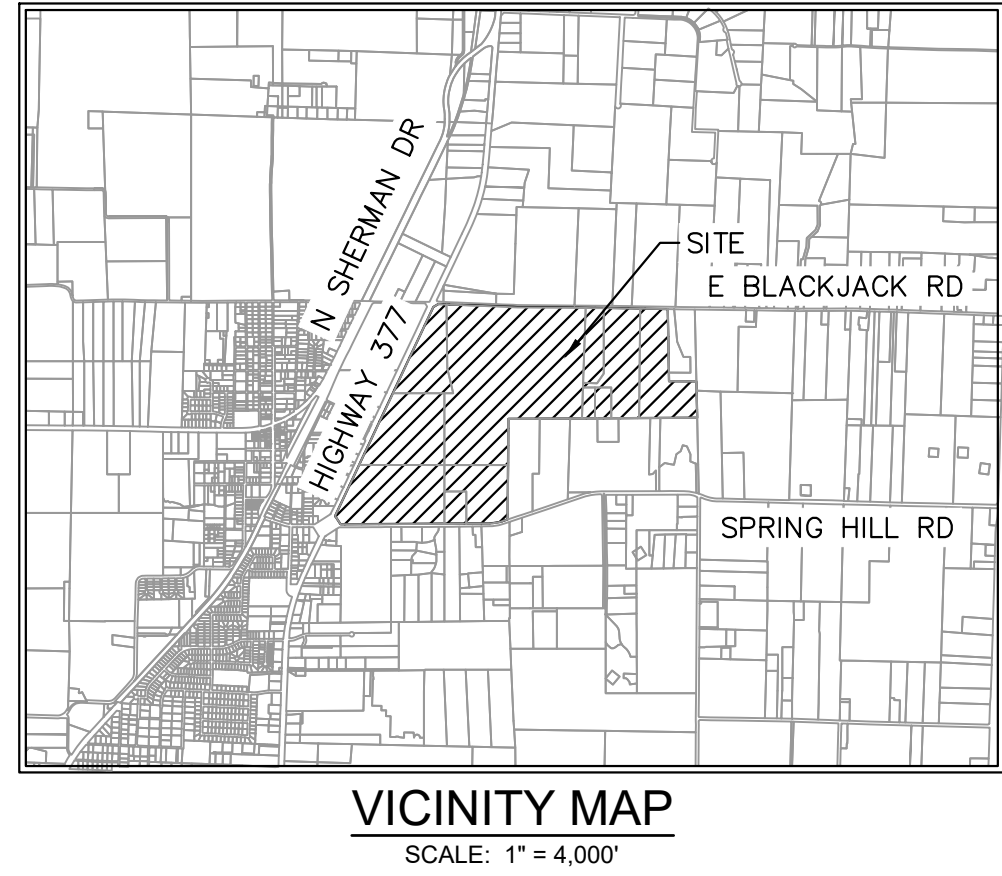
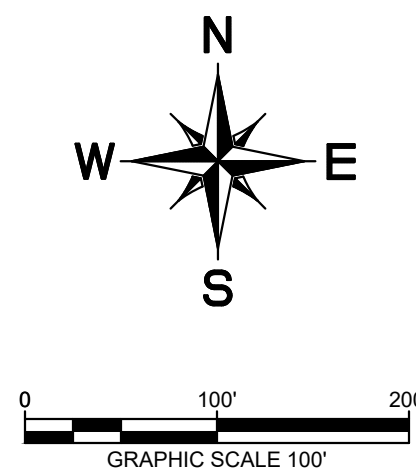
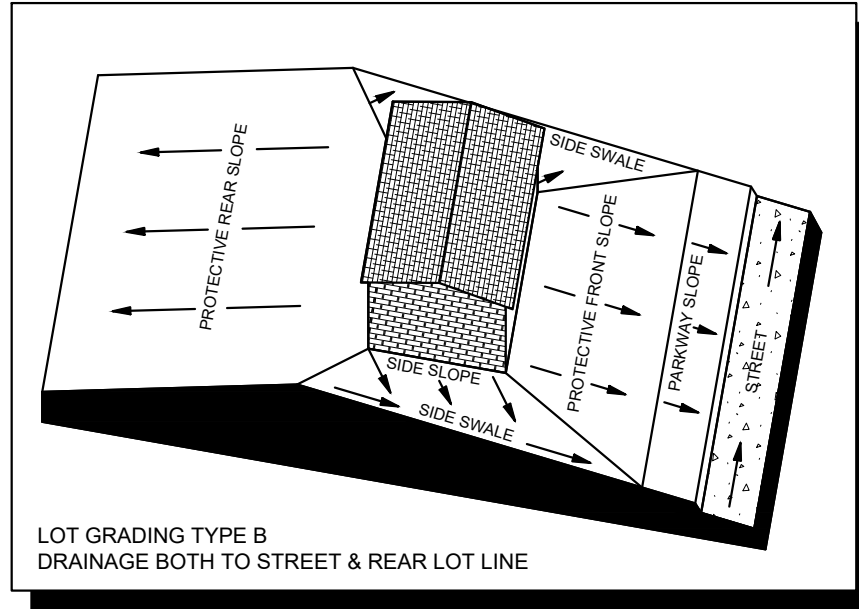
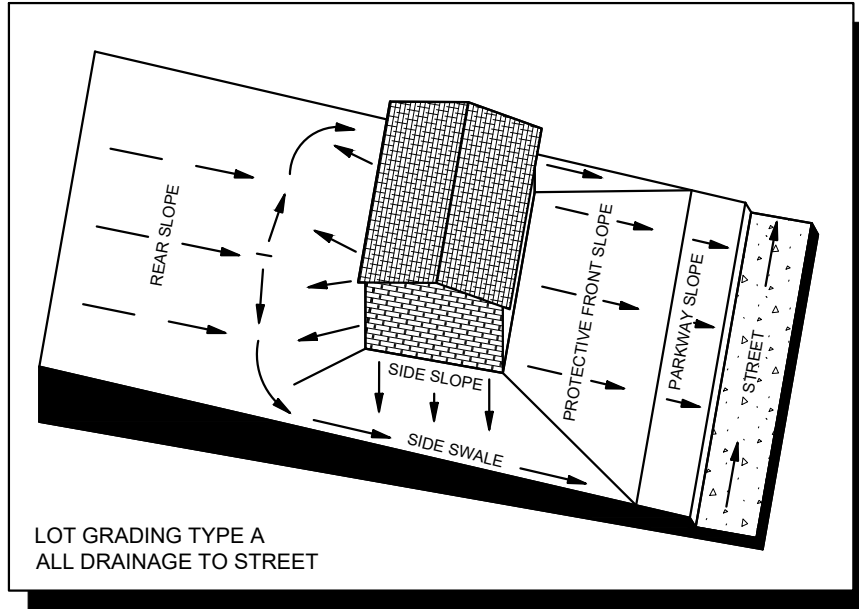
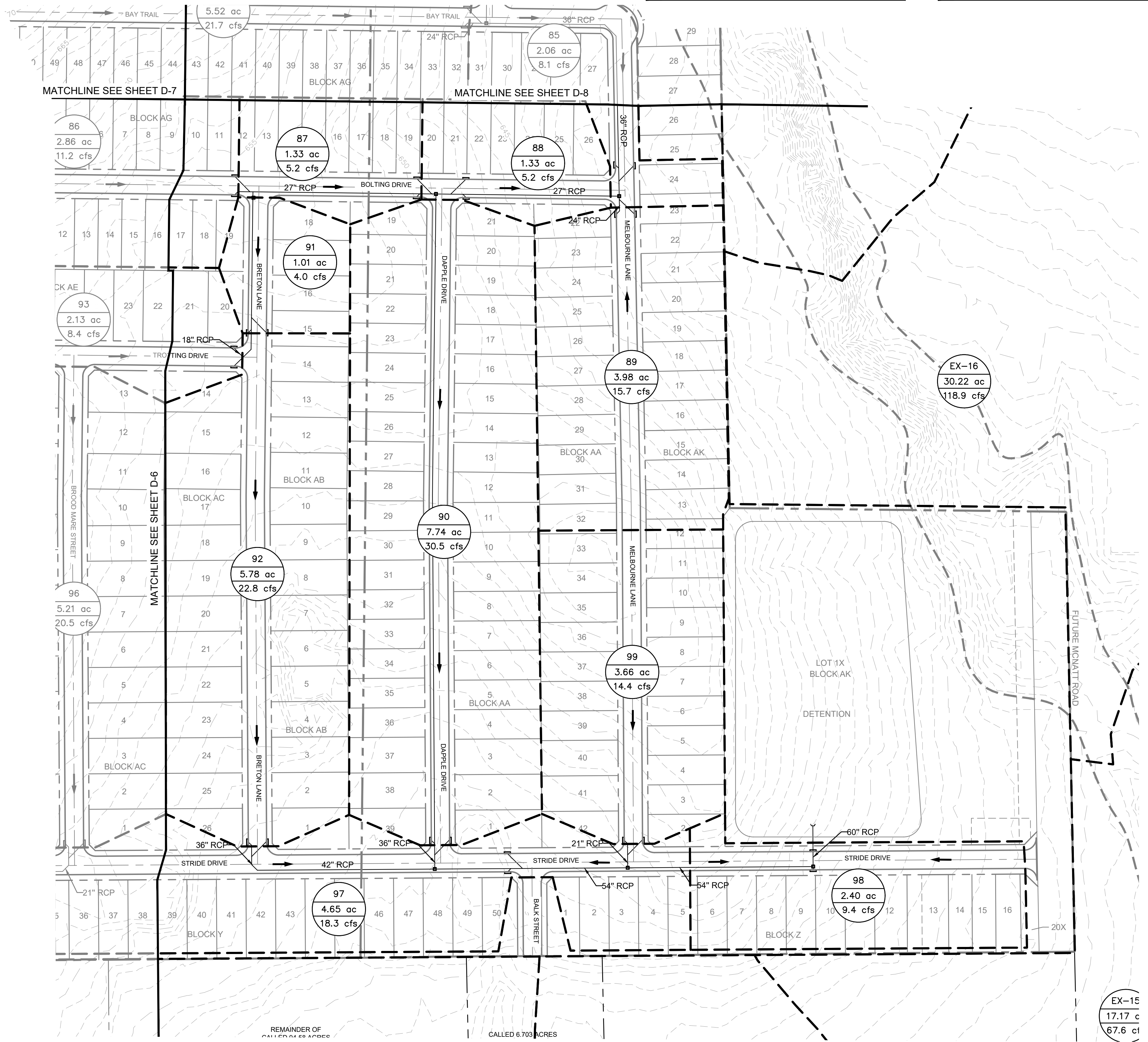
FOR
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DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	D-8



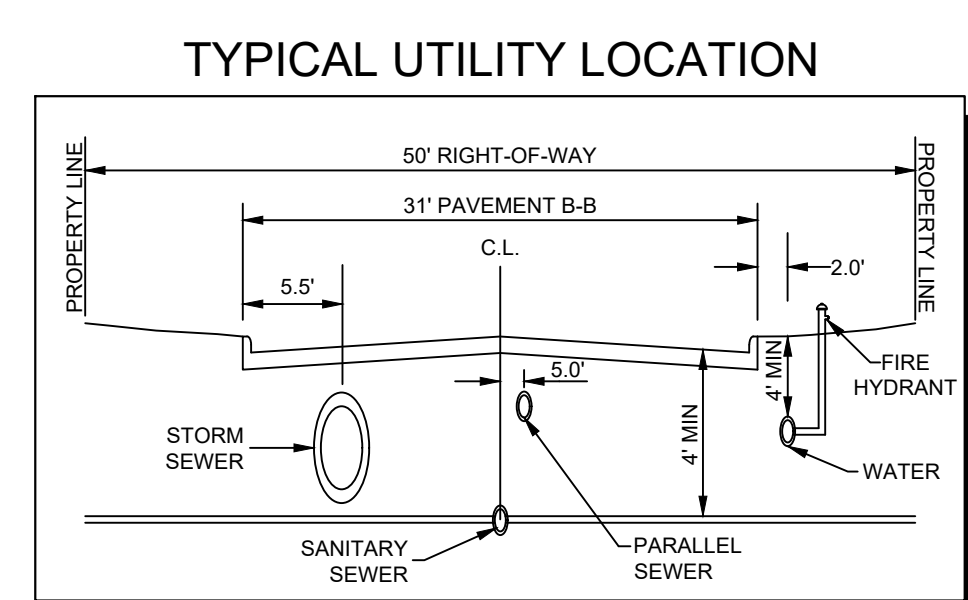
LEGEND

	AREA DESIGNATOR
	AREA IN ACRES
	Q100 FLOW IN CFS
	INLET NUMBER
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
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CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY DRAINAGE PLAN
FOR
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1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	D-9										
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103											

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DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
2	1.15	1.00	0.50	15	7.87	4.5
3	2.65	1.00	0.50	15	7.87	10.4
5	2.76	1.00	0.50	15	7.87	10.9
6	2.02	1.00	0.50	15	7.87	8.0
7	0.96	1.00	0.50	15	7.87	3.8
8	0.98	1.00	0.50	15	7.87	3.9
9	4.11	1.00	0.50	15	7.87	16.2
10	4.09	1.00	0.50	15	7.87	16.1
12	2.80	1.00	0.50	15	7.87	11.0
13	1.77	1.00	0.50	15	7.87	7.0
15	2.55	1.00	0.50	15	7.87	10.0
16	2.51	1.00	0.50	15	7.87	9.9
17	36.06	1.00	0.50	15	7.87	141.9
18	0.57	1.00	0.50	15	7.87	2.2
19	0.63	1.00	0.50	15	7.87	2.5
20	41.12	1.00	0.50	15	7.87	161.8
21	1.07	1.00	0.50	15	7.87	4.2
22	0.52	1.00	0.50	15	7.87	2.0
23	4.75	1.00	0.50	15	7.87	18.7
24	0.96	1.00	0.50	15	7.87	3.8

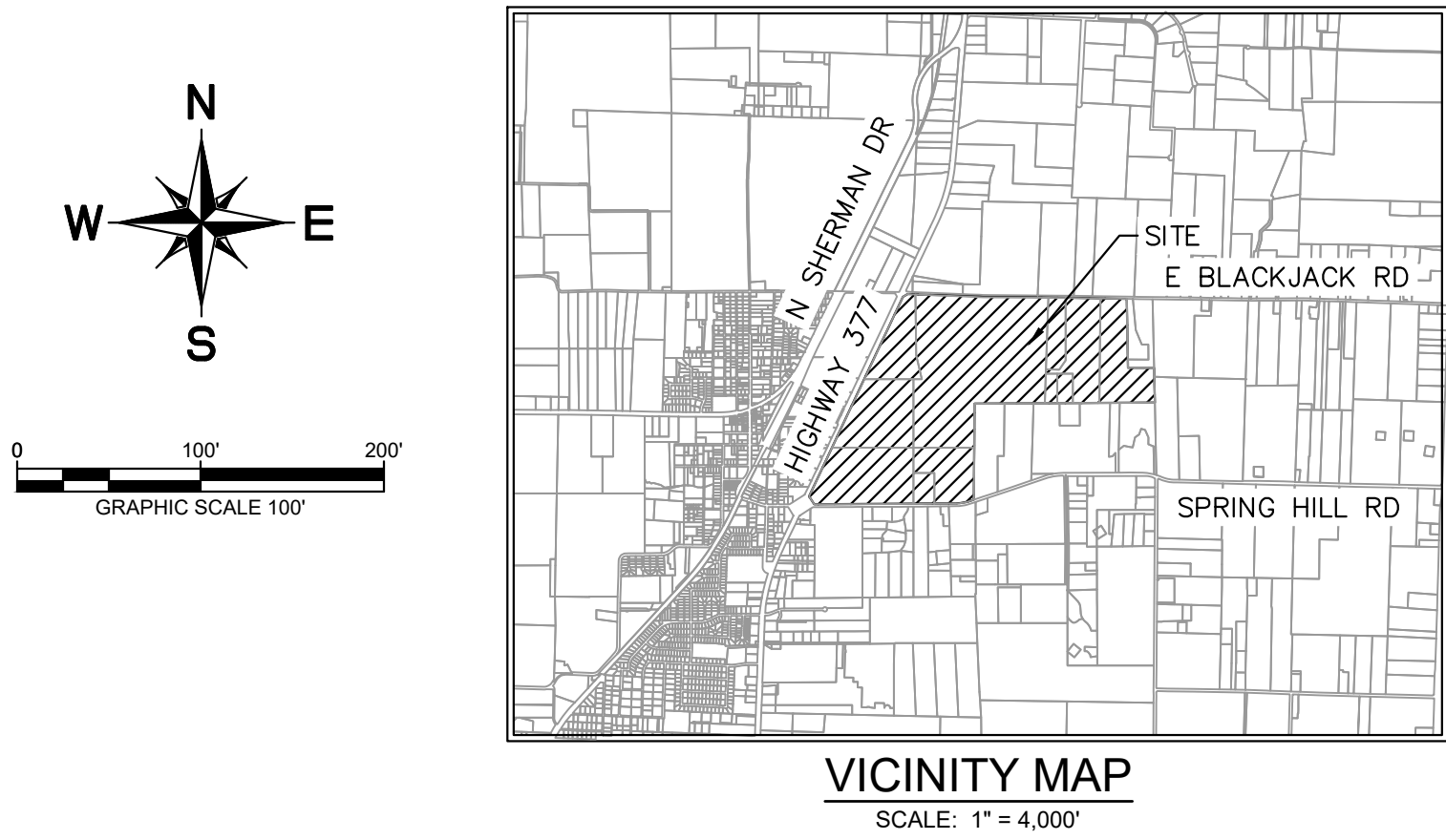
DRAINAGE AREA TABLE						
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66	1.33	1.00	0.50	15	7.87	5.2
67	1.81	1.00	0.50	15	7.87	7.1
68	2.75	1.00	0.50	15	7.87	10.8
69	3.58	1.00	0.50	15	7.87	14.1
70	5.34	1.00	0.50	15	7.87	21.0
71	1.97	1.00	0.50	15	7.87	7.8
72	1.57	1.00	0.50	15	7.87	6.2
73	4.08	1.00	0.50	15	7.87	16.0
74	2.40	1.00	0.50	15	7.87	9.5
75	1.48	1.00	0.50	15	7.87	5.8
76	4.80	1.00	0.50	15	7.87	18.9
77	0.80	1.00	0.50	15	7.87	3.1
78	2.66	1.00	0.50	15	7.87	10.5
79	2.41	1.00	0.50	15	7.87	9.5
80	1.70	1.00	0.50	15	7.87	6.7
81	5.52	1.00	0.50	15	7.87	21.7
82	6.49	1.00	0.50	15	7.87	25.6
83	6.40	1.00	0.50	15	7.87	25.2
84	0.44	1.00	0.50	15	7.87	1.7
85	2.06	1.00	0.50	15	7.87	8.1

DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
25	5.47	1.00	0.50	15	7.87	21.5
26	1.14	1.00	0.50	15	7.87	4.5
27	4.08	1.00	0.50	15	7.87	16.0
28	7.46	1.00	0.50	15	7.87	29.4
29	1.64	1.00	0.50	15	7.87	6.5
30	6.16	1.00	0.50	15	7.87	24.2
31	7.07	1.00	0.50	15	7.87	27.8
32	3.74	1.00	0.50	15	7.87	14.7
33	2.00	1.00	0.50	15	7.87	7.9
34	7.17	1.00	0.50	15	7.87	28.2
35	6.08	1.00	0.50	15	7.87	23.9
36	1.55	1.00	0.50	15	7.87	6.1
37	1.86	1.00	0.50	15	7.87	7.3
38	3.62	1.00	0.50	15	7.87	14.3
39	3.35	1.00	0.50	15	7.87	13.2
40	5.53	1.00	0.50	15	7.87	21.8
41	2.08	1.00	0.50	15	7.87	8.2
42	3.46	1.00	0.50	15	7.87	13.6
43	2.61	1.00	0.50	15	7.87	10.3
44	3.04	1.00	0.50	15	7.87	12.0

DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
86	2.86	1.00	0.50	15	7.87	11.2
87	1.33	1.00	0.50	15	7.87	5.2
88	1.33	1.00	0.50	15	7.87	5.2
89	3.98	1.00	0.50	15	7.87	15.7
90	7.74	1.00	0.50	15	7.87	30.5
91	1.01	1.00	0.50	15	7.87	4.0
92	5.78	1.00	0.50	15	7.87	22.8
93	2.13	1.00	0.50	15	7.87	8.4
94	2.34	1.00	0.50	15	7.87	9.2
95	2.58	1.00	0.50	15	7.87	10.1
96	5.21	1.00	0.50	15	7.87	20.5
97	4.65	1.00	0.50	15	7.87	18.3
98	2.40	1.00	0.50	15	7.87	9.4
99	3.66	1.00	0.50	15	7.87	14.4
100	3.69	1.00	0.50	15	7.87	14.5
101	5.85	1.00	0.50	15	7.87	23.0
102	2.64	1.00	0.50	15	7.87	10.4
103	6.96	1.00	0.50	15	7.87	27.4
104	0.83	1.00	0.50	15	7.87	3.3
105	4.13	1.00	0.50	15	7.87	16.2

DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
45	1.48	1.00	0.50	15	7.87	5.8
46	4.72	1.00	0.50	15	7.87	18.6
47	7.62	1.00	0.50	15	7.87	30.0
48	1.32	1.00	0.50	15	7.87	5.2
49	1.11	1.00	0.50	15	7.87	4.4
50	1.15	1.00	0.50	15	7.87	4.5
51	5.15	1.00	0.50	15	7.87	20.3
52	2.46	1.00	0.50	15	7.87	9.7
53	1.50	1.00	0.50	15	7.87	5.9
54	0.61	1.00	0.50	15	7.87	2.4
55	5.72	1.00	0.50	15	7.87	22.5
56	1.75	1.00	0.50	15	7.87	6.9
57	5.86	1.00	0.50	15	7.87	23.1
58	0.88	1.00	0.50	15	7.87	3.5
59	7.49	1.00	0.50	15	7.87	29.5
60	5.06	1.00	0.50	15	7.87	19.9
61	1.19	1.00	0.50	15	7.87	4.7
62	2.65	1.00	0.50	15	7.87	10.4
64	1.55	1.00	0.50	15	7.87	6.1
65	1.95	1.00	0.50	15	7.87	7.7

DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (ac)	ANTECEDENT FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
106	2.08	1.00	0.50	15	7.87	8.2
107	3.18	1.00	0.50	15	7.87	12.5



DRAINAGE DESIGN CRITERIA

Q100 = C*I*A
 Q = FLOW IN CUBIC FEET PER SECOND (CFS)
 C = RUNOFF COEFFICIENT = 0.50 (RESIDENTIAL)
 I = INTENSITY (TIME OF CONCENTRATION = TC)
 TC OF 15 MINUTES (RESIDENTIAL) = 7.87 IN/HR
 A = DRAINAGE AREA IN ACRES

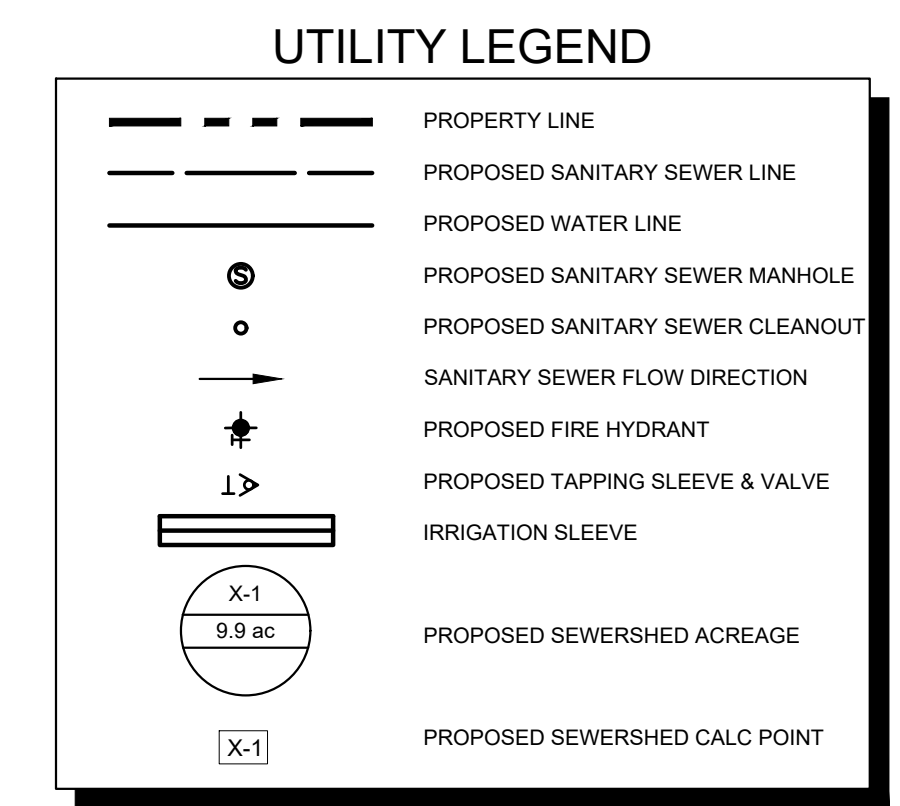
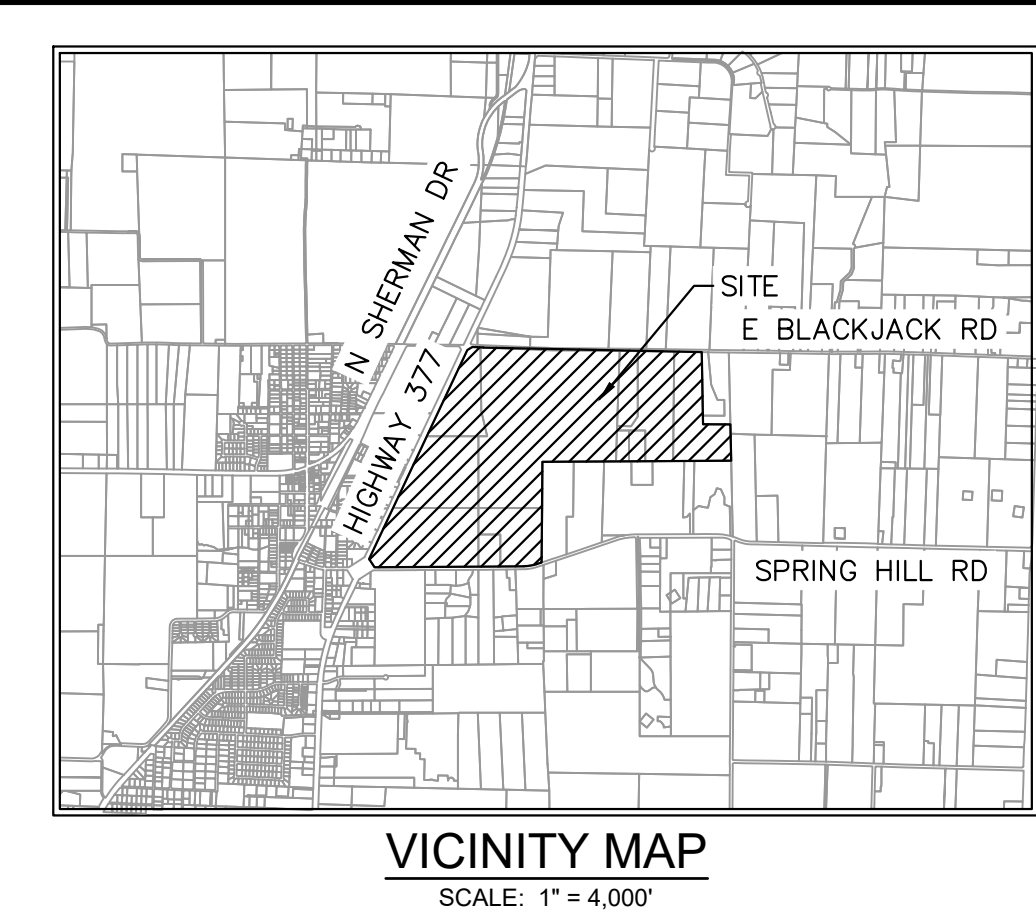
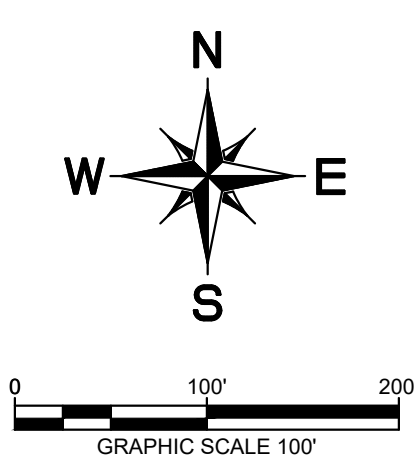
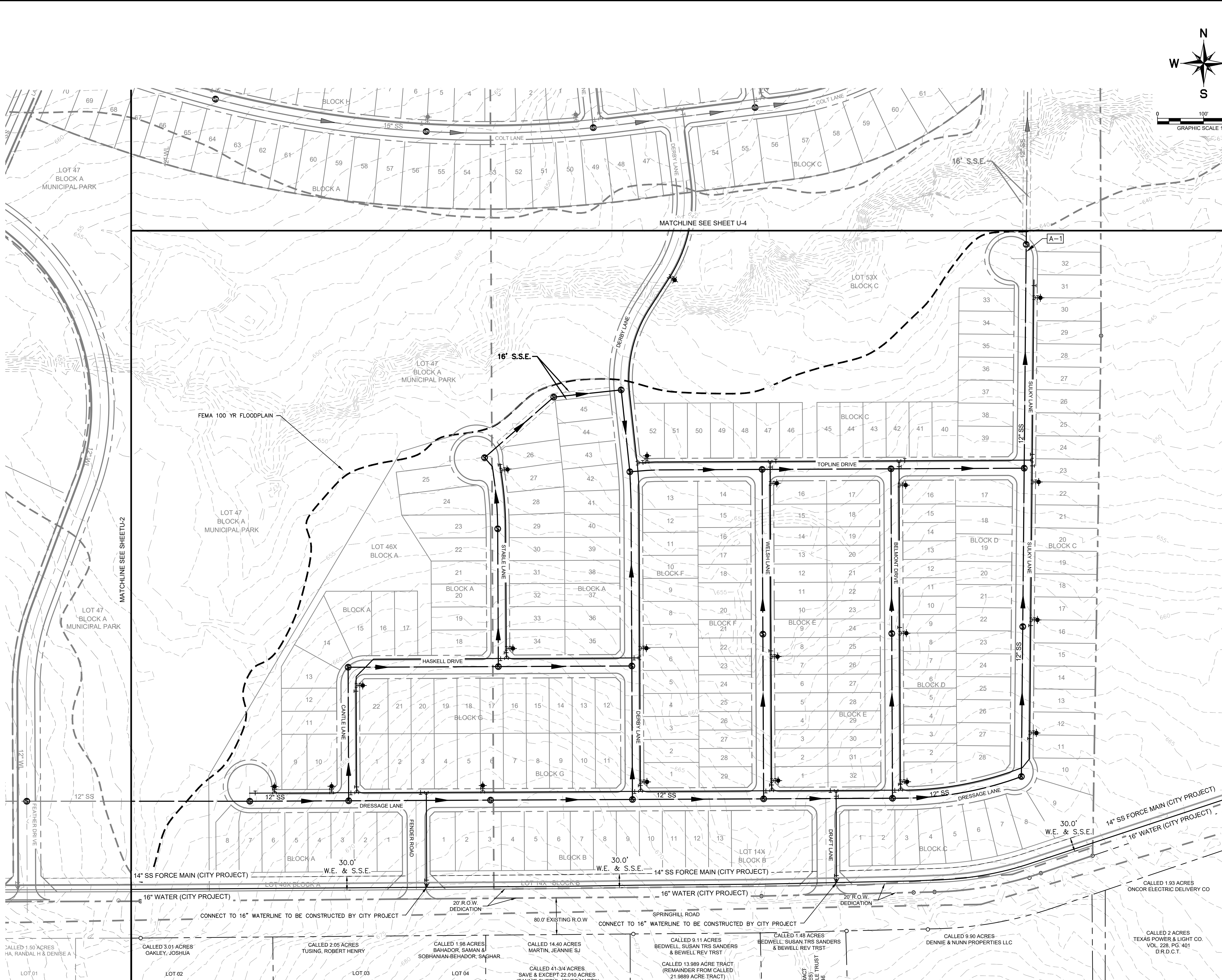
DRAINAGE GENERAL NOTES

- LAYOUT SHOWN IS PRELIMINARY. STORM DRAIN PIPE SIZING, INLET LOCATIONS, AND JUNCTION BOX LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS, BUT SHALL MEET THE REQUIREMENTS OF THE DENTON COUNTY DEVELOPMENT RULES AND REGULATIONS, EXCEPT FOR PROVIDING CAPTURE OF 100-YEAR STORM WITHIN RIGHT-OF-WAY.
- ALL STORM DRAIN LATERALS ARE ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE.
- STORM SEWER SHALL PIPE SHALL BE DESIGNED FOR THE 100-YEAR STORM.

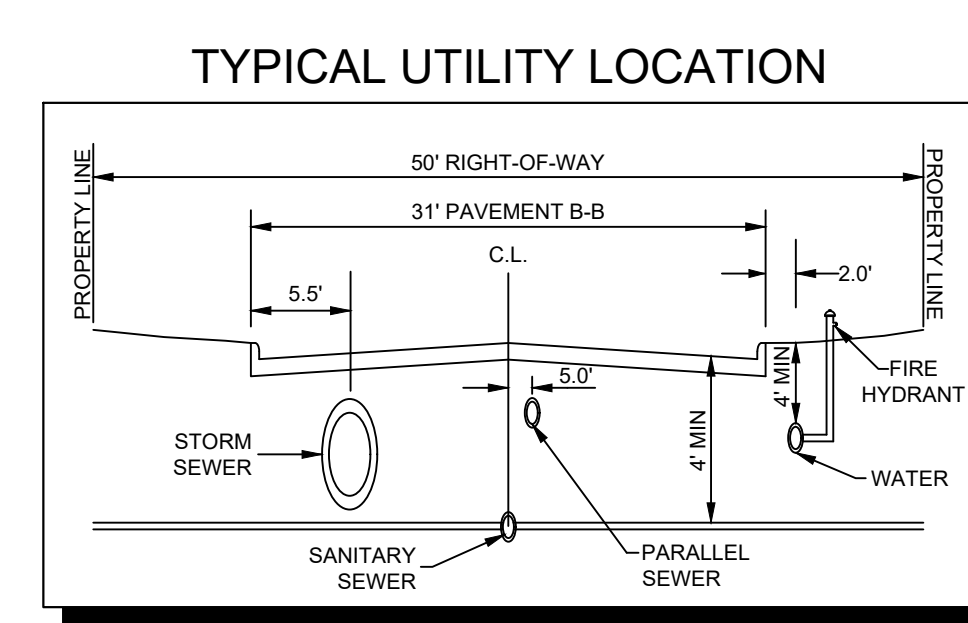
CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY DRAINAGE PLAN
 FOR
HIGH POINTE RANCH
 1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
 BEING 460.75 ACRES
 OUT OF THE
 FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
 AND THE
 IN THE
 CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	D-10



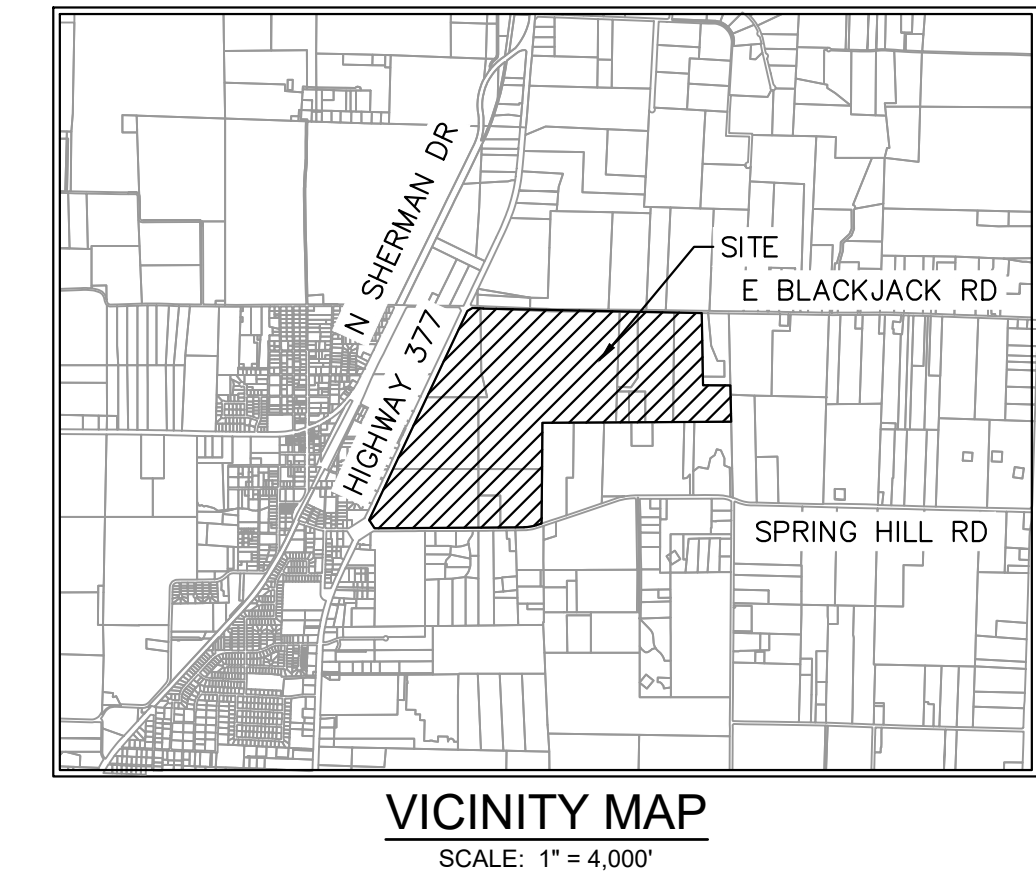
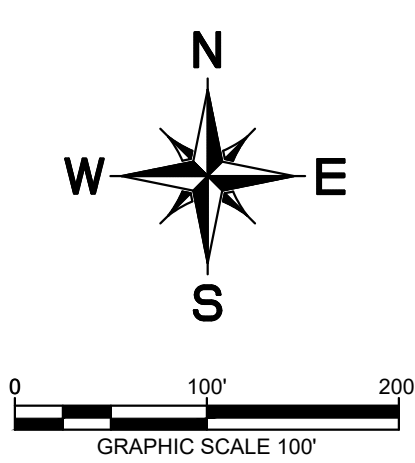
- WATER & SEWER GENERAL NOTES
- ALL WATERLINES ARE 8" UNLESS OTHERWISE NOTED.
 - ALL SANITARY SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.
 - ALL FIRE HYDRANTS TO BE LOCATED AT PCCRS OR LOT LINES
 - ALL WATER AND SANITARY SEWER LINES ARE CONCENTRIC AND PARALLEL TO THE STREET CENTERLINES UNLESS OTHERWISE NOTED.
 - UTILITY LAYOUT INCLUDING, LINES, VALVES, FIRE HYDRANTS, SANITARY SEWER MANHOLES, ETC. ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL PLAT AND CONSTRUCTION PLANS.
 - WATER AND SEWER TO BE PROVIDED BY THE CITY OF AUBREY
 - OFFSITE UTILITIES DESIGNED BY CITY'S CONSULTANT. UTILITY CONNECTION TO BE COORDINATED BY CITY'S CONSULTANT AND PROJECT ENGINEER.



CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY UTILITY PLAN
FOR
HIGH POINTE RANCH
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 480.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn Aubrey Blackjack Partners I, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia G. Gunawan Surveyor #6461		OWNER/DEVELOPER: Aubrey Blackjack Partners I, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75215 Tel: (214) 674-9570 Contact: Chad Vose		OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss		ENGINEER: Kimley-Horn 6180 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928	
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KN PROJECT NO. 2020103	U-1	



	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	PROPOSED SEWERSHED ACREAGE
	PROPOSED SEWERSHED CALC POINT

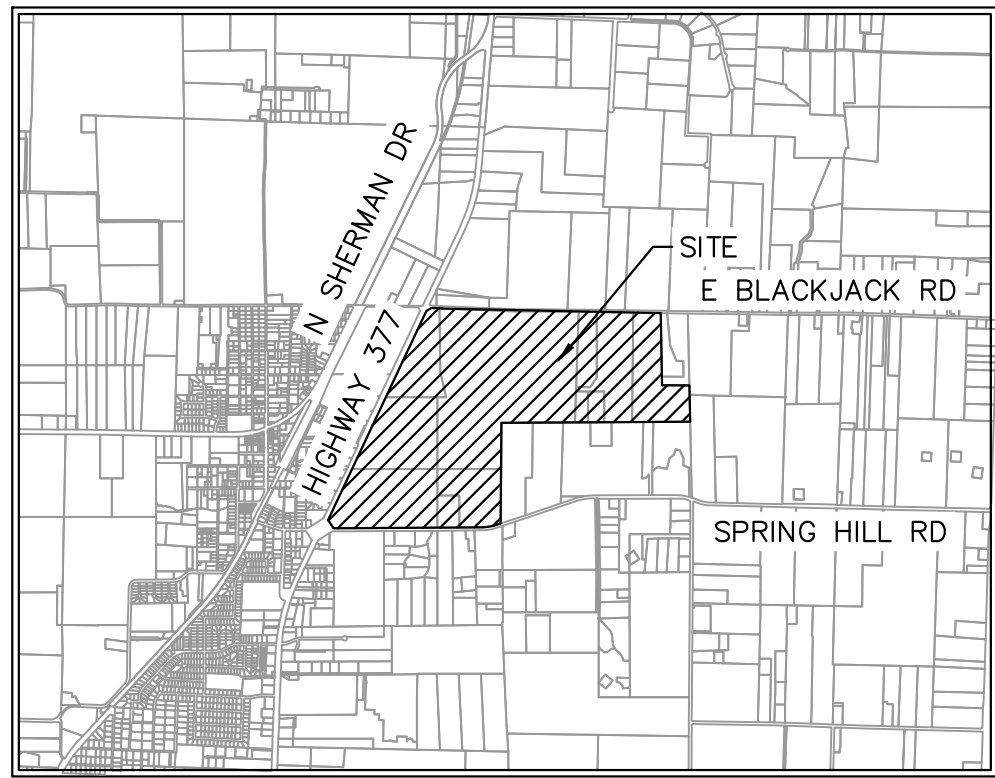
1. ALL WATERLINES ARE 8" UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.
3. ALL FIRE HYDRANTS TO BE LOCATED AT PCCRS OR LOT LINES
4. ALL WATER AND SANITARY SEWER LINES ARE CONCENTRIC AND PARALLEL TO THE STREET CENTERLINES UNLESS OTHERWISE NOTED.
5. UTILITY LAYOUT INCLUDING, 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 THE CITY OF AUBREY
7. OFFSITE UTILITIES DESIGNED BY CITY'S CONSULTANT. UTILITY CONNECTION TO BE COORDINATED BY CITY'S CONSULTANT AND PROJECT ENGINEER.

The diagram illustrates a street cross-section with the following dimensions and components:

- 50' RIGHT-OF-WAY**: The total width of the street.
- 31' PAVEMENT B-B**: The width of the pavement base.
- 5.0'**: The distance from the left property line to the centerline (C.L.).
- 2.0'**: The distance from the right property line to the centerline (C.L.).
- 5.0'**: The distance from the centerline (C.L.) to the storm sewer.
- 4 MIN**: The minimum depth of the storm sewer.
- 4 MIN**: The minimum depth of the sanitary sewer.
- 2 MIN**: The minimum depth of the parallel sewer.
- COMPONENTS**: STORM SEWER, SANITARY SEWER, PARALLEL SEWER, FIRE HYDRANT, and WATER.

PRELIMINARY UTILITY PLAN
FOR
HIGH POINTE RANCH
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Parkway Ft. Worth, TX 76245 Tel: (817) 354-4058 Contact: Yusefina Gunawan Survey: #6461	OWNER/DEVELOPER: Aubrey Blackcap Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 774-6870 Contact: Chad Voss	OWNER/DEVELOPER: FM Land Investments I, LLC 18 Old Town Blvd., Suite 202 Argyle, TX 76226 Tel: (817) 748-5725 Contact: David Marks & Walter Foss	ENGINEER:  6160 Warren Parkway, Suite 210 Ft. Worth, TX 76245 Tel: (817) 353-5680 Contact: Thomas Fletcher, P.E. Registration F-4928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	U-2



SCALE: 1" = 4,000'

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	PROPOSED SEWERSHED ACREAGE
	PROPOSED SEWERSHED CALC POINT

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 PCCRS 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 THE CITY OF AUBREY
7. OFFSITE UTILITIES DESIGNED BY CITY'S CONSULTANT. UTILITY CONNECTION TO BE COORDINATED BY CITY'S CONSULTANT AND PROJECT ENGINEER.

The diagram illustrates a street cross-section with the following components and dimensions:

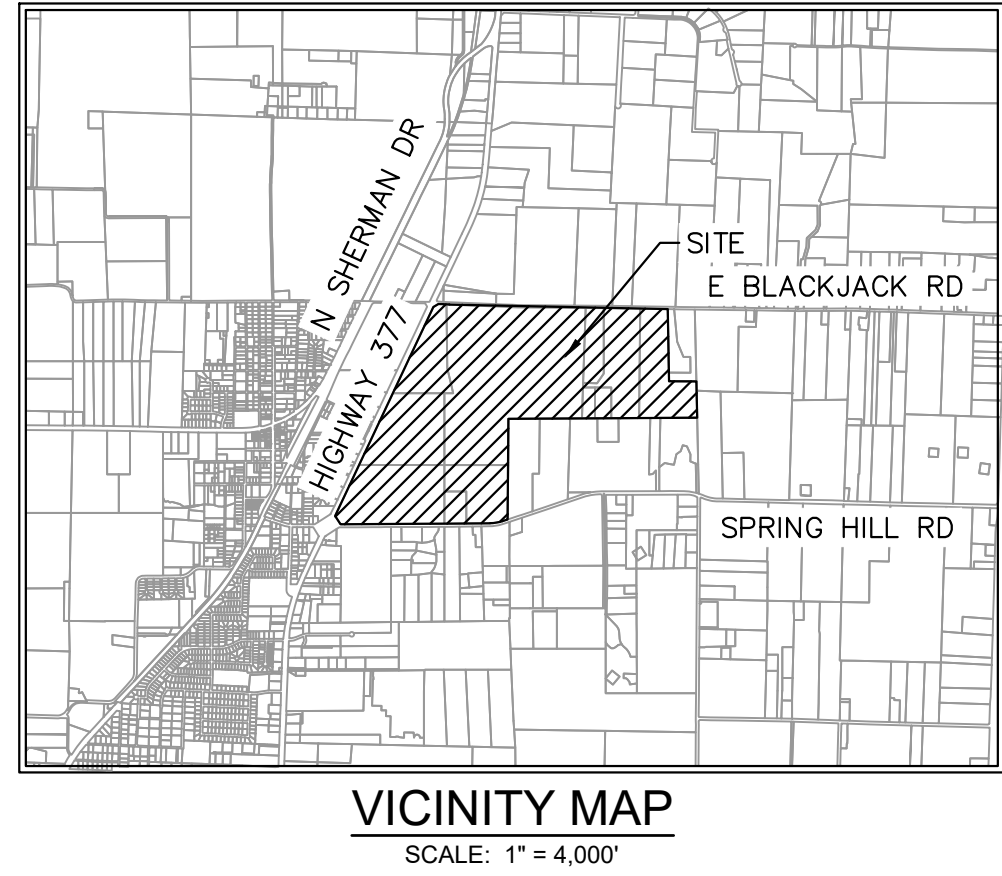
- 50' RIGHT-OF-WAY:** The total width of the street.
- 31' PAVEMENT B-B:** The width of the pavement base.
- 5.5':** The distance from the left property line to the start of the pavement.
- C.L.:** Centerline of the street.
- 5.0':** The distance from the centerline to the center of the storm sewer.
- 4 MIN:** The minimum depth of the storm sewer.
- 4 MIN:** The minimum depth of the sanitary sewer.
- 2.0':** The distance from the right edge of the pavement to the fire hydrant.
- UTILITIES:** Storm sewer, sanitary sewer, and parallel sewer.
- PROPERTY LINE:** The boundary of the street right-of-way.
- FIRE HYDRANT:** Located on the right side of the street.
- WATER:** Indicated by a line on the right side of the street.

ENGINEER:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Thomas Fletcher, P.E.
Registration F-928

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	U-3
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	

PLATTED BY: FRANCIS, BERRY, 20200215-2450N
DRAWN BY: KJRI CIVIL/FRISCO SINGLE FAMILY PURSUITS_2020020103 - CIRCLE Y RANCH/CD/PRELIMINARY PLANS SHEETS U-1, UTILITY PLANS DWG [U-4]
LAST SAVED: 1/27/2022 11:58 AM

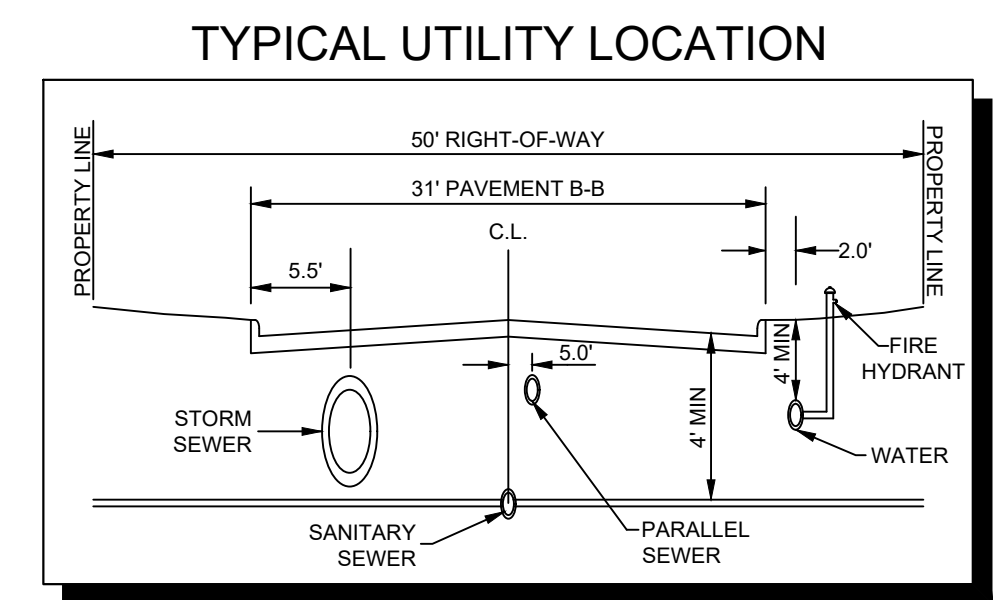
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UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	PROPOSED SEWERSHED ACREAGE
	PROPOSED SEWERSHED CALC POINT

- WATER & SEWER GENERAL NOTES**
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 PCCRS 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 THE CITY OF AUBREY
 7. OFFSITE UTILITIES DESIGNED BY CITY'S CONSULTANT. UTILITY CONNECTION TO BE COORDINATED BY CITY'S CONSULTANT AND PROJECT ENGINEER.



CITY PROJECT NUMBER: XXXXXXXXX

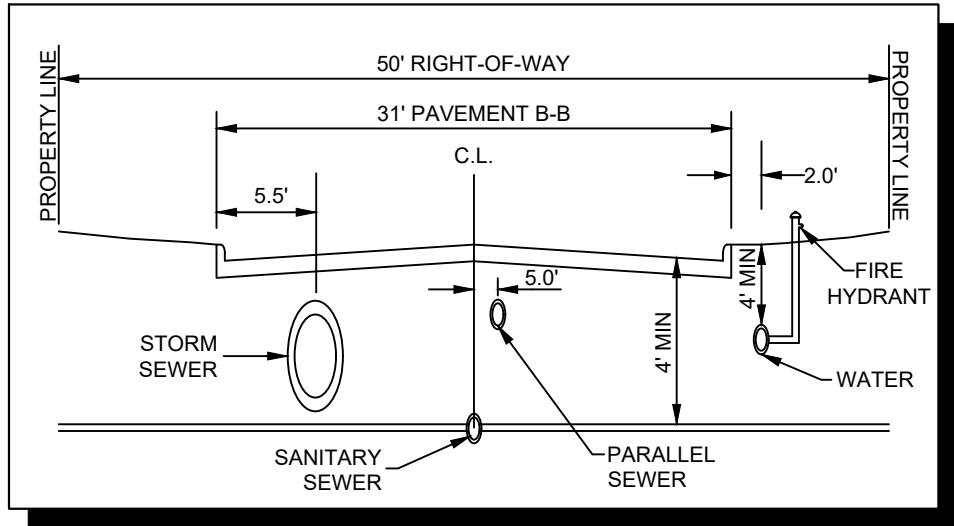
PRELIMINARY UTILITY PLAN
FOR
HIGH POINTE RANCH
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Guewan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 75226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	U-4

PLATTED BY: FRANCIS, BERNARD, & ASSOCIATES, INC. DATE: 09/20/2023 11:58 AM
DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 09/20/2023 11:58 AM
LAST SAVED: 12/20/2023 11:58 AM

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TYPICAL UTILITY LOCATION

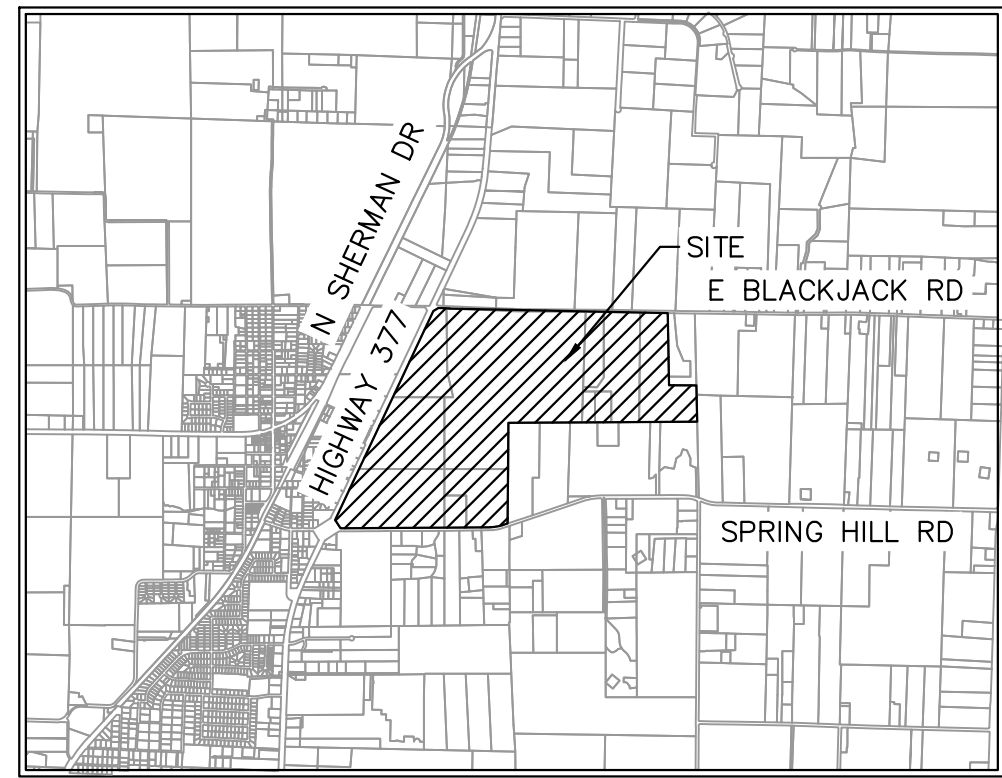
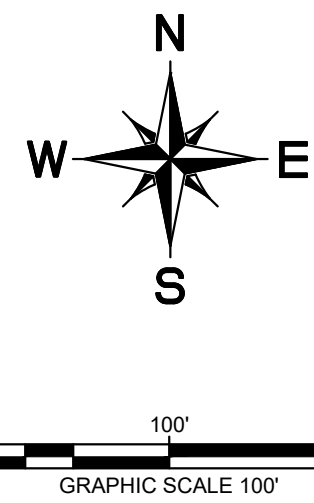


WATER & SEWER GENERAL NOTES

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 PCCRS OR LOT LINES
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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 THE CITY OF AUBREY
7. OFFSITE UTILITIES DESIGNED BY CITY'S CONSULTANT. UTILITY CONNECTION TO BE COORDINATED BY CITY'S CONSULTANT AND PROJECT ENGINEER.

UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	PROPOSED SEWERSHED ACREAGE
	PROPOSED SEWERSHED CALC POINT



VICINITY MAP
SCALE: 1" = 4,000'



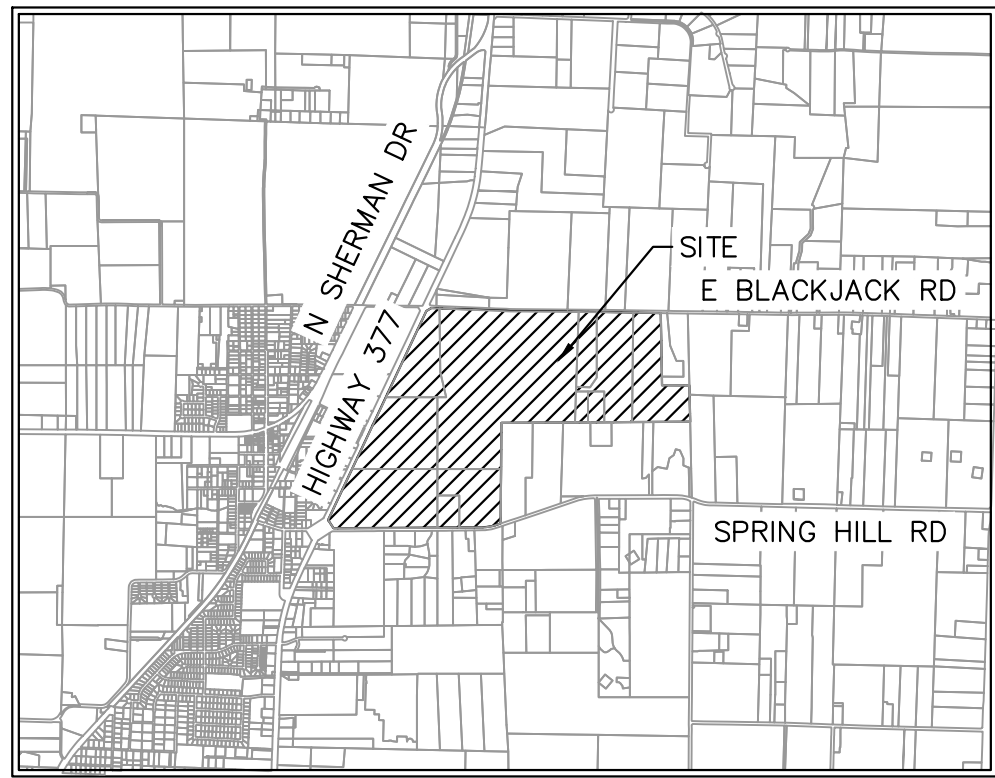
CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY UTILITY PLAN FOR HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	U-5

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VICINITY MAP
SCALE: 1" = 4,000'

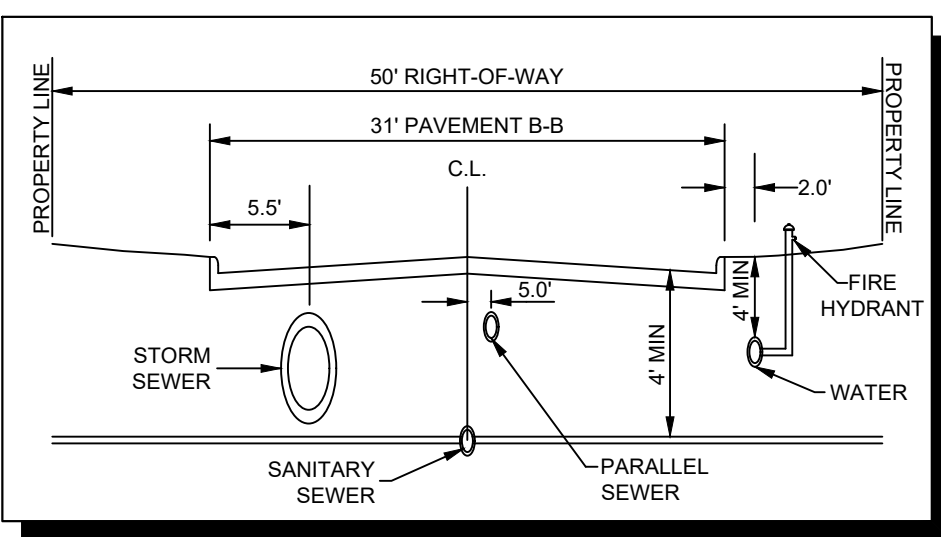
UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	PROPOSED SEWERSHED ACREAGE
	PROPOSED SEWERSHED CALC POINT

WATER & SEWER GENERAL NOTES

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TYPICAL UTILITY LOCATION



CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY UTILITY PLAN
FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

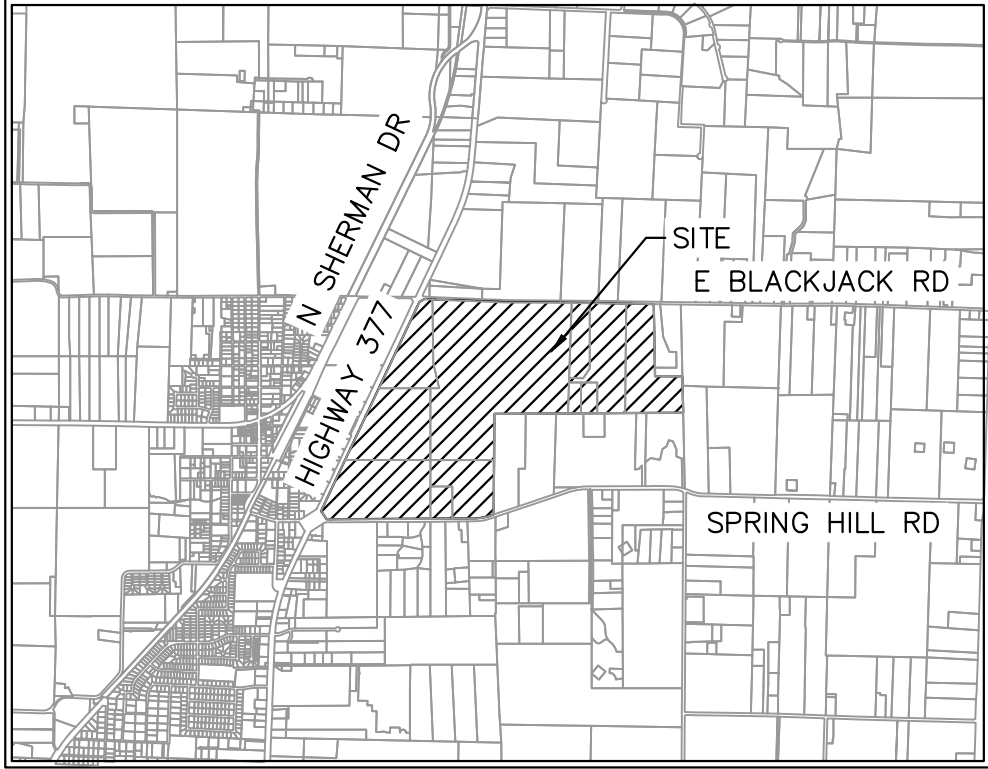
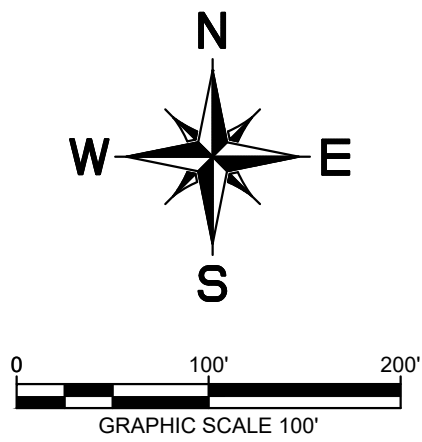
SURVEYOR:
Kimley-Horn
Aubrey Blackjack Partners, LLC
4514 Cole Ave., Suite 1650
Frisco, TX 75215
Tel: (469) 353-6058
Contact: Sylvia Gunawan
Surveyor #6461

OWNER/DEVELOPER:
Aubrey Blackjack Partners, LLC
4514 Cole Ave., Suite 1650
Frisco, TX 75215
Tel: (214) 674-9570
Contact: Chad Vose

OWNER/DEVELOPER:
FM Land Investments I, LLC
138 Old Town Blvd., Suite 202
Argyle, TX 76226
Tel: (972) 740-5725
Contact: David Marks & Walter Foss

ENGINEER:
Kimley-Horn
6180 Warren Pkwy, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Thomas Fletcher, P.E.
Registration F-928

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	U-6
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	



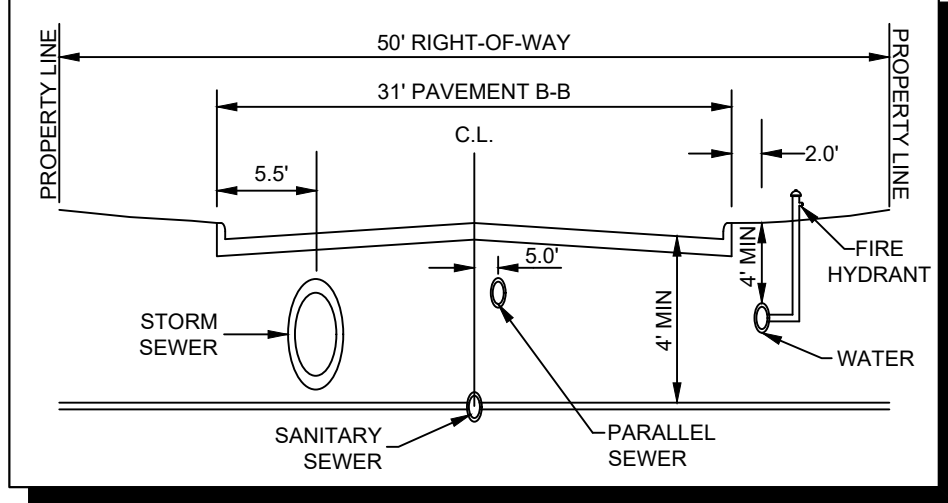
VICINITY MAP
SCALE: 1" = 4,000'

UTILITY LEGEND	
	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	PROPOSED SEWERSHED ACREAGE
	PROPOSED SEWERSHED CALC POINT

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TYPICAL UTILITY LOCATION

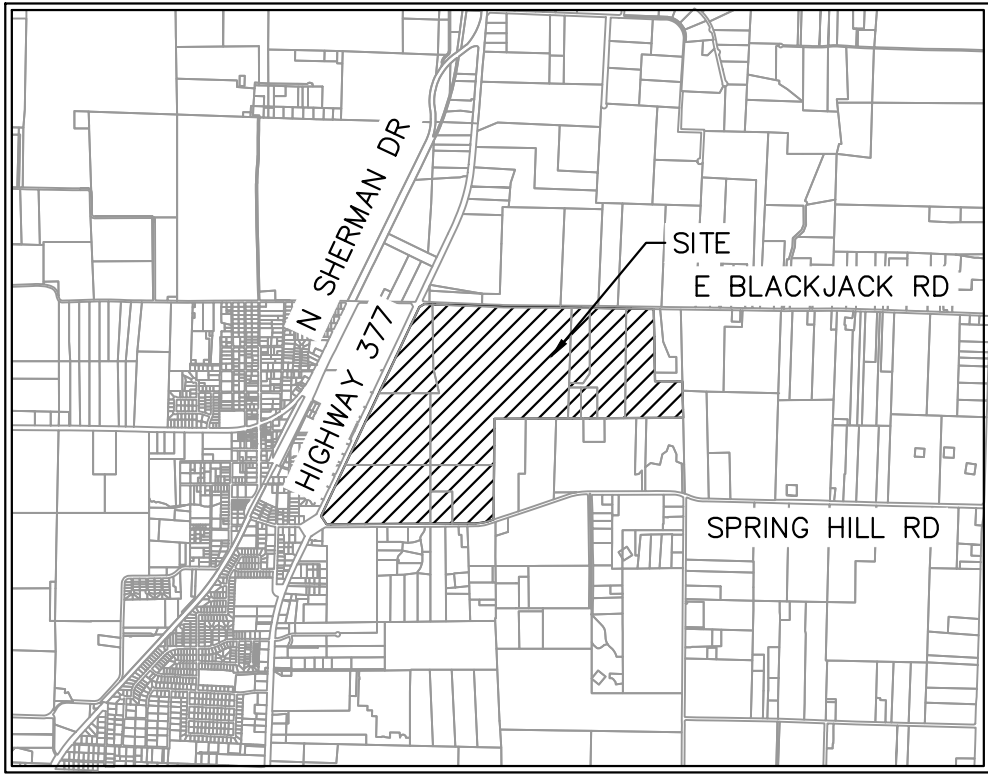
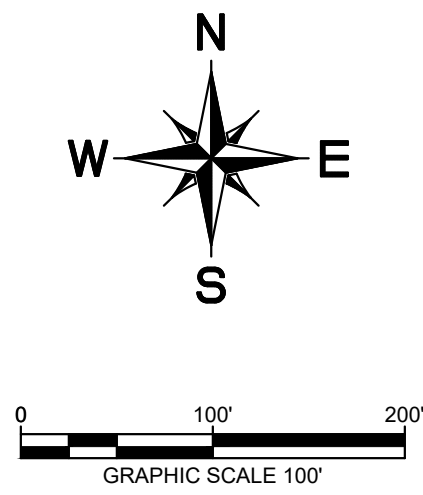
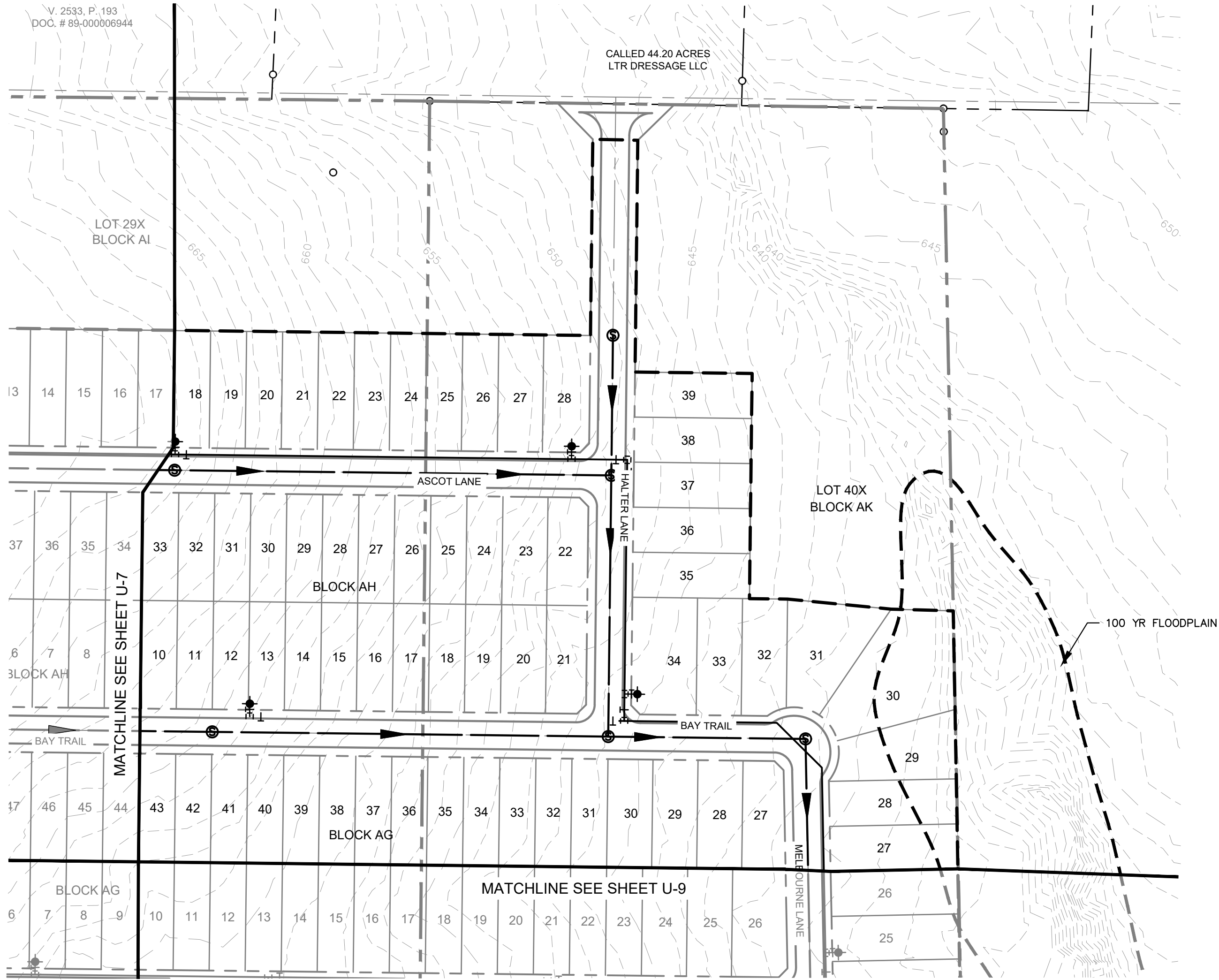


CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY UTILITY PLAN FOR HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR:		OWNER/DEVELOPER:		ENGINEER:	
Kimley-Horn 6160 Warren Pkwy Frisco, TX 75034 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461		Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75034 Tel: (214) 674-9570 Contact: Chad Vose		FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	
DESIGNED		CHECKED		SCALE	
DKT		DKT		AS SHOWN	
DATE		DATE		KH PROJECT NO.	
SEPT. 2021		2020103		U-7	



VICINITY MAP
 SCALE: 1" = 4,000'

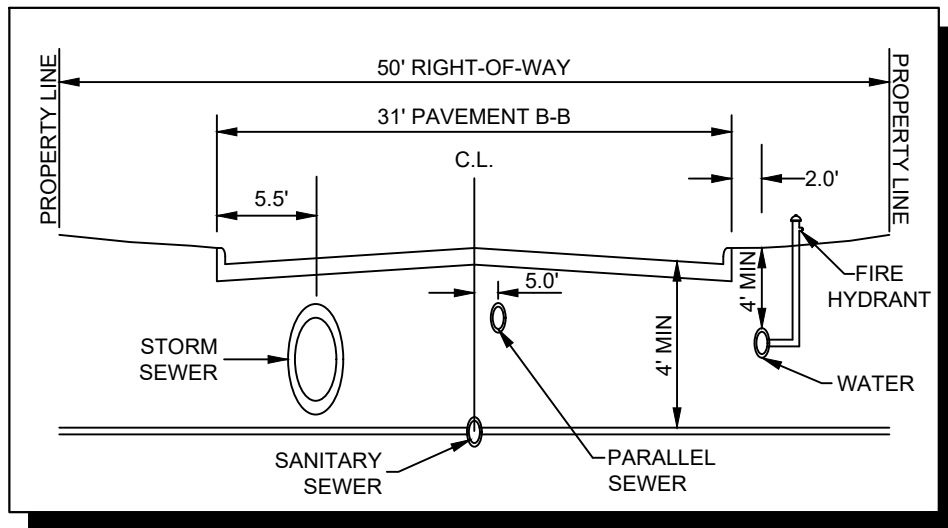
UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
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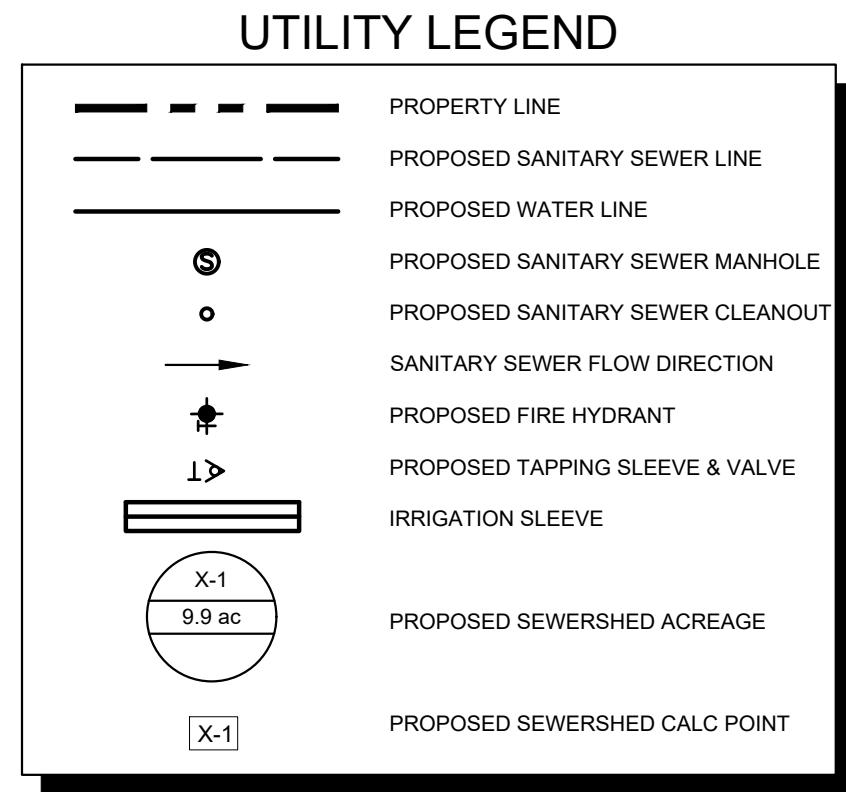
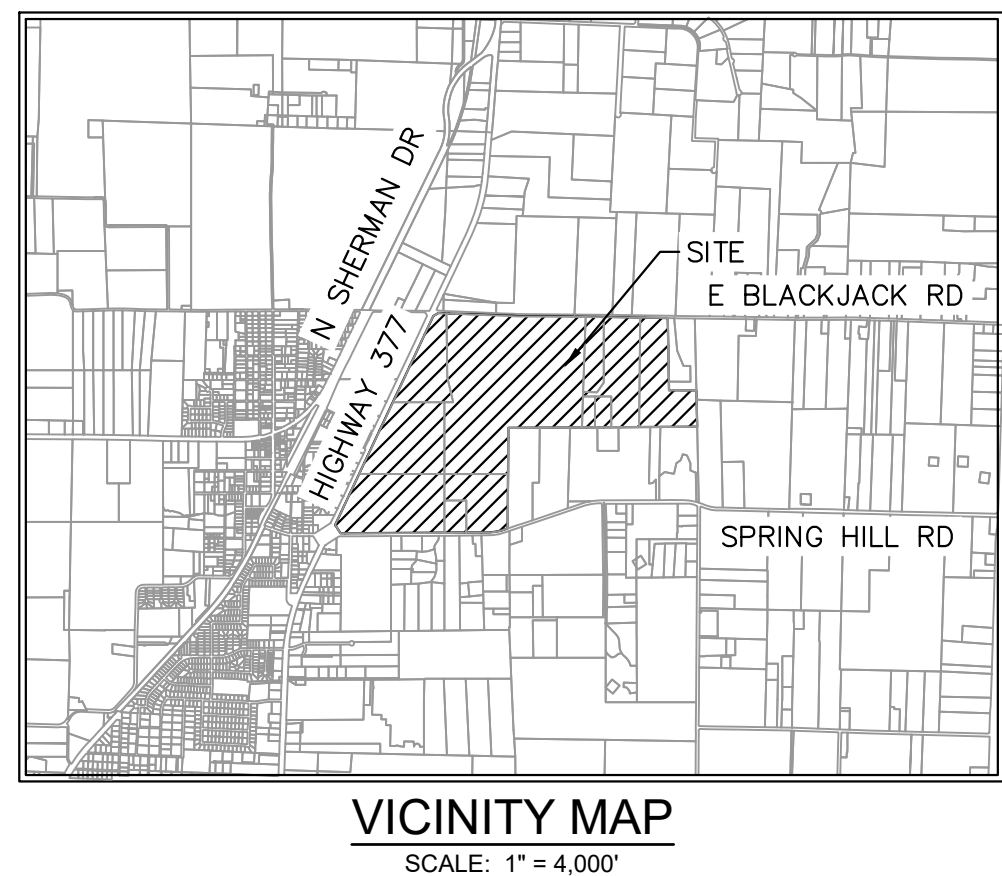
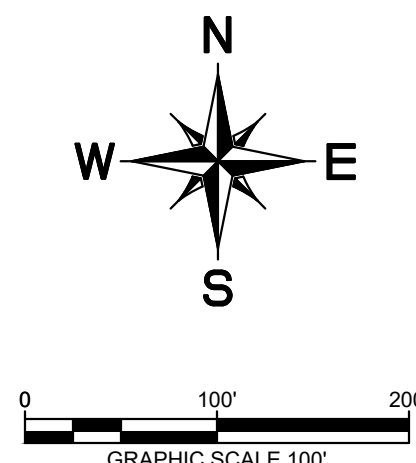


CITY PROJECT NUMBER: XXXXXXXXXX

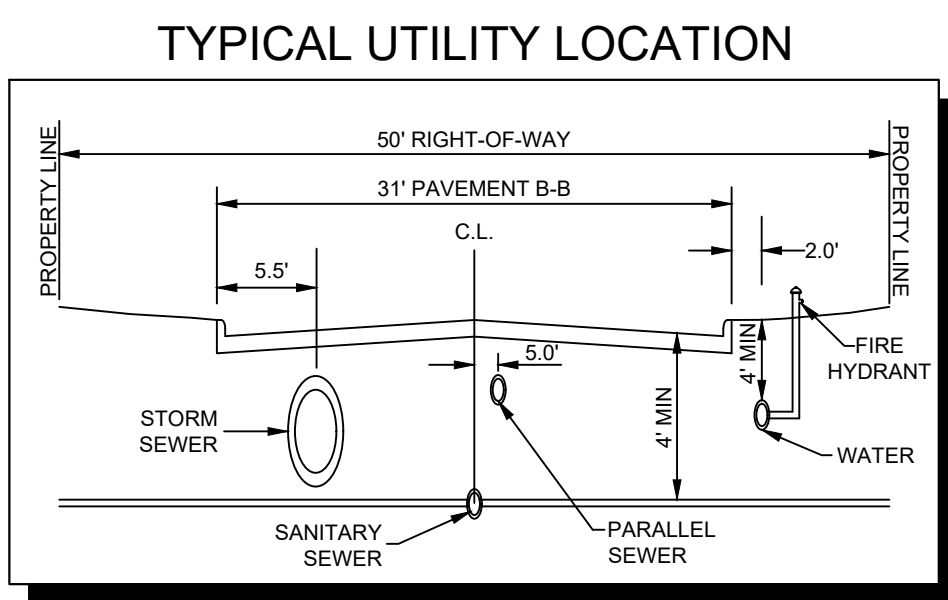
PRELIMINARY UTILITY PLAN
 FOR
 HIGH POINTE RANCH

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 OUT OF THE
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	U-8
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	



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CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY UTILITY PLAN					
FOR					
HIGH POINTE RANCH					
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT					
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ENGINEER: Kimley-Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928		DESIGNED	DRAWN	CHECKED	SCALE
		DKT	DKT	TLF	AS SHOWN
		DATE	KH PROJECT NO.		U-9
		SEPT. 2021	2020103		

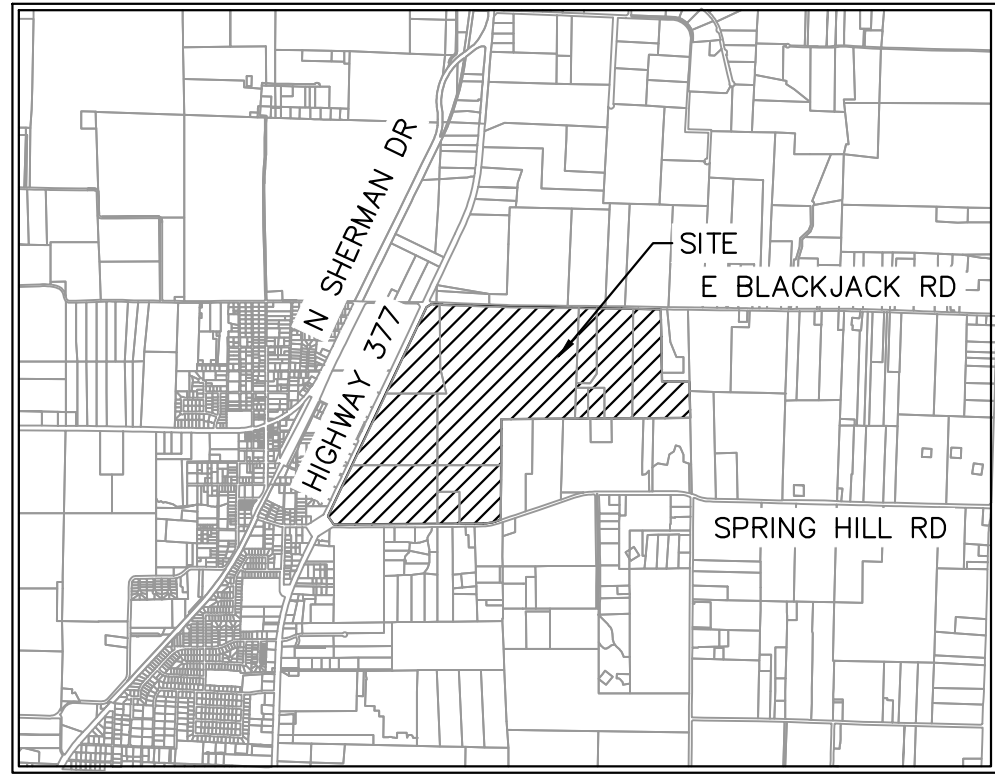
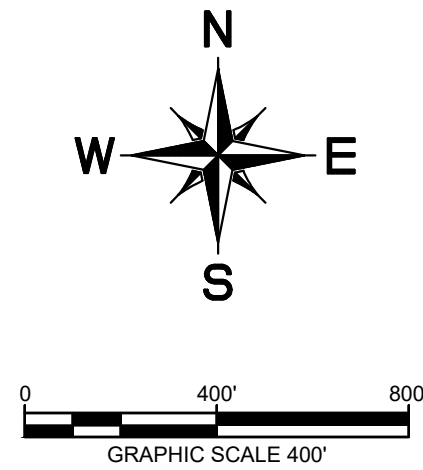
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DRAWN BY: KJH CIVIL ENGINEERING
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SEWER BASIN AREA FLOW CALCULATIONS						
AREA	AREA (AC)	NUMBER OF LOTS	FLOW (GPD)	DEMAND (MGD)	CUMULATIVE (MGD)	MIN PIPE SIZE (IN)
A-1	39.94	221	70,720	0.283	1.222	12
B-1	94.1	373	119,360	0.477	1.037	12
C-1	83.05	437	139,840	0.559	0.559	8
D-1	78.27	420	134,400	0.538	0.538	8
E-1	41.71	0	234,686	0.939	0.939	12
F-1	0	0	0	0.000	2.258	18

- NOTES:
1. FLOW IS ESTIMATED AS 3.2 PERSONS/UNIT AND 100 GPD/PERSON.
 2. UNITS ON DEVELOPED LAND ARE AS IDENTIFIED ON THE EXISTING PLATS.
 3. UNITS ON UNDEVELOPED LAND ARE ESTIMATED AT 4 UNITS PER ACRE.
 4. PEAKING FACTOR OF 4 IS APPLIED TO ALL FLOW RATES TO ACHIEVE DEMAND RATE.
 5. PIPE DIAMETER SHOWN REFLECTS THE MINIMUM INSIDE DIAMETER BASED ON THE CALCULATIONS SHOWN BELOW.

PIPE CAPACITY		
PIPE SIZE (IN)	SLOPE (%)	CAPACITY (MGD)
8	0.335	0.6
10	0.25	0.92
12	0.2	1.34
15	0.15	2.26
18	0.115	3.21

PIPE CAPACITY EQUATION: $C = \frac{0.299}{n} D^{2.67} S^{0.50}$
C: PIPE CAPACITY (MGD)
D: INSIDE PIPE DIAMETER (FT)
n: MANNING'S ROUGHNESS COEFFICIENT (0.010)
S: ENERGY GRADE LINE SLOPE (FT/FT)



VICINITY MAP
SCALE: 1" = 4,000'

UTILITY LEGEND

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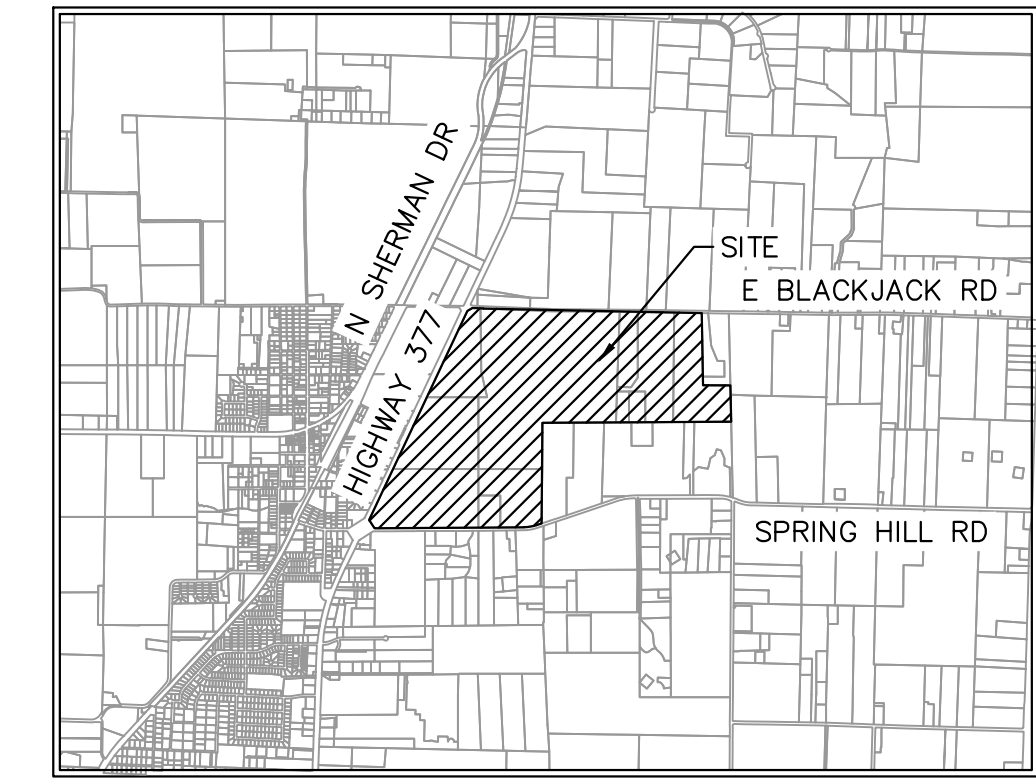
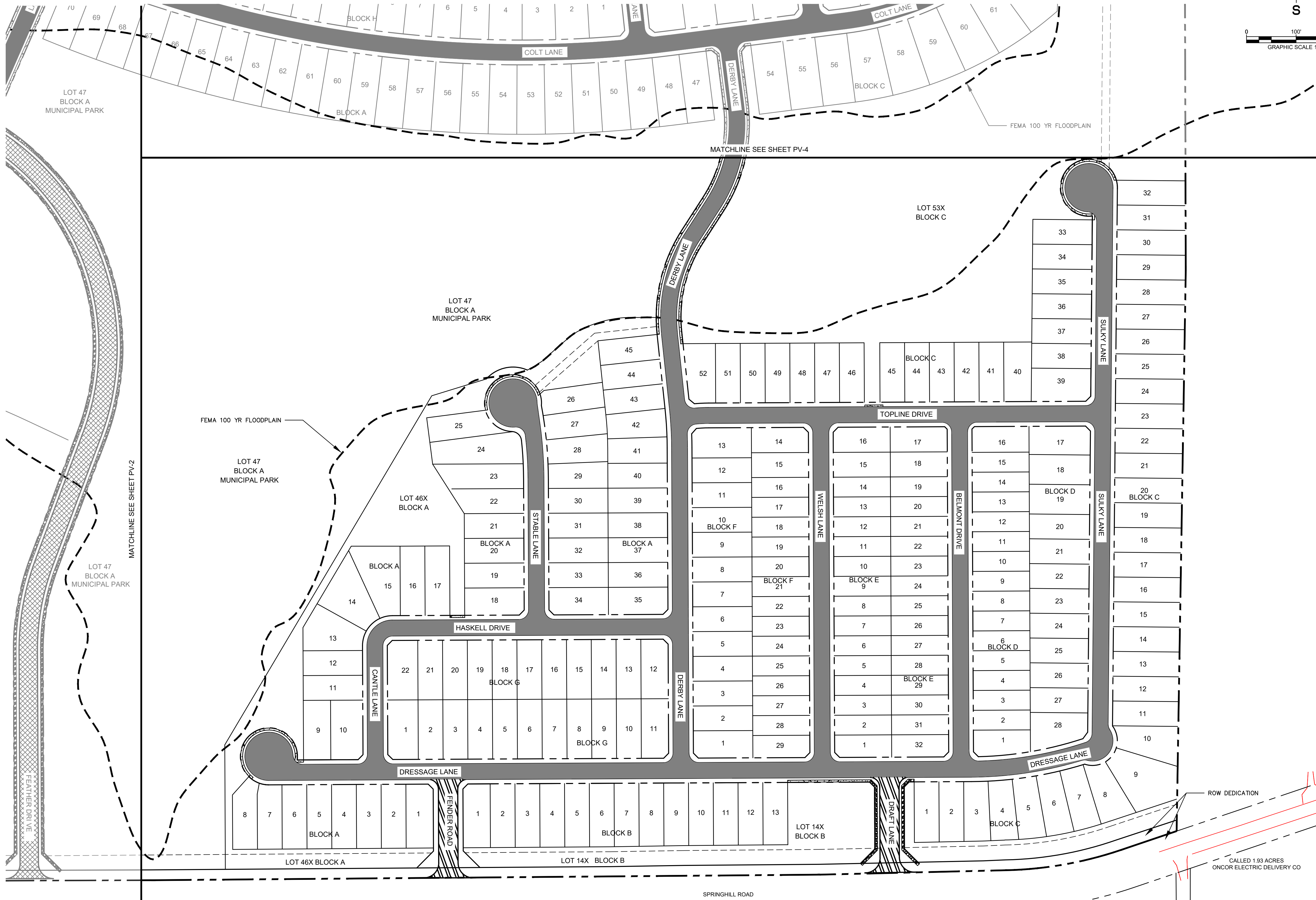
CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY SEWER SHED MAP FOR HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
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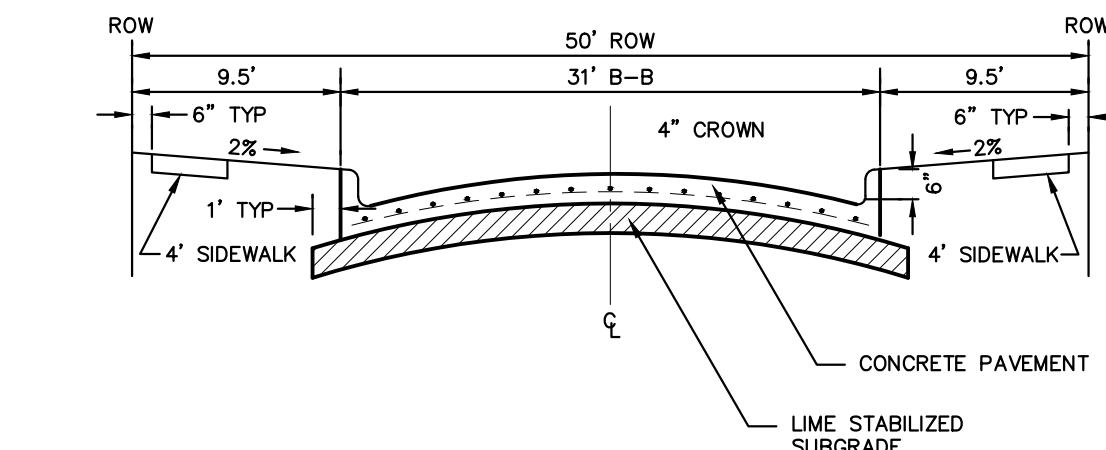
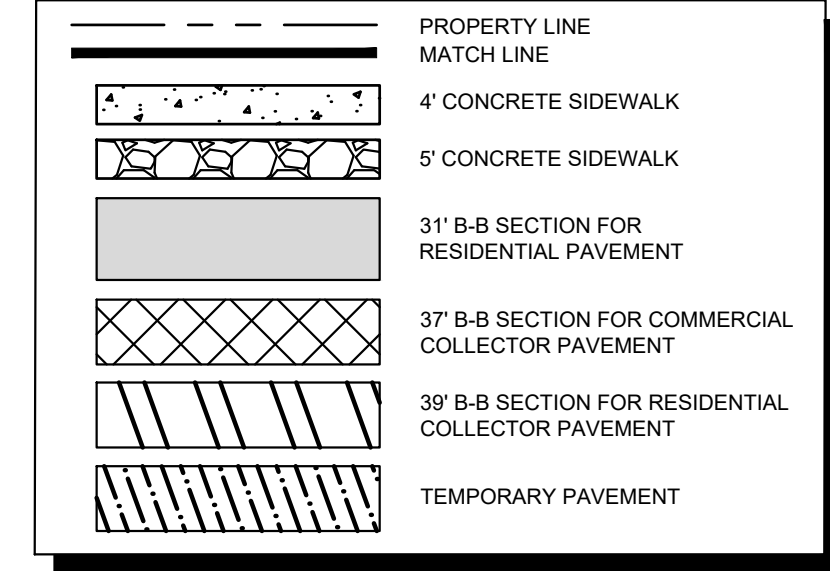
SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461		OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose		OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N. Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss		ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.		
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103		

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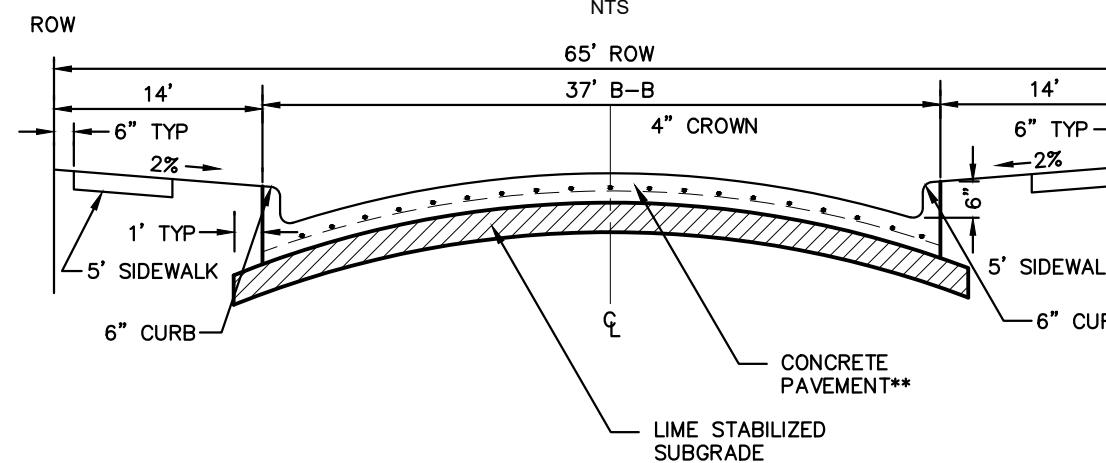
VICINITY MAP
SCALE: 1" = 4,000'

LEGEND



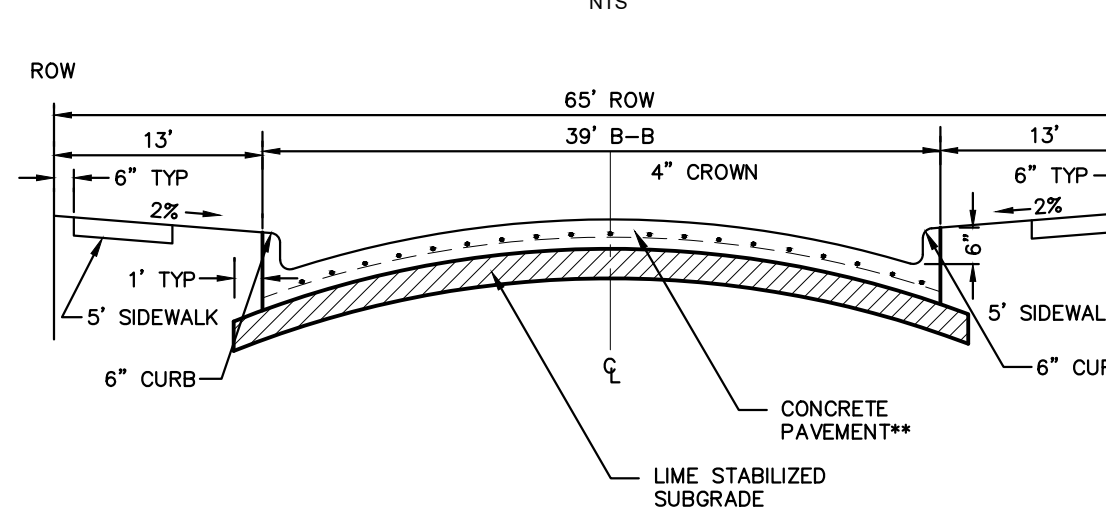
NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 6" THICK.

PARABOLIC RESIDENTIAL STREET SECTION



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 8" THICK.

COMMERCIAL COLLECTOR STREET SECTION



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 8" THICK.

RESIDENTIAL COLLECTOR STREET SECTION

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PAVING PLAN

FOR
HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243

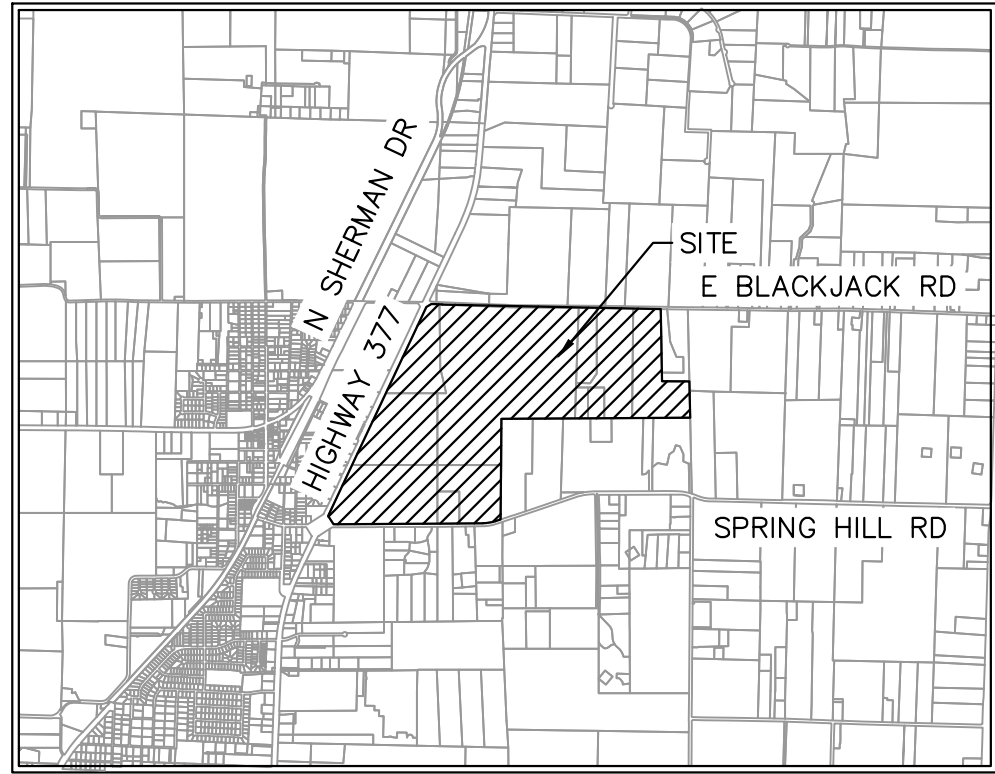
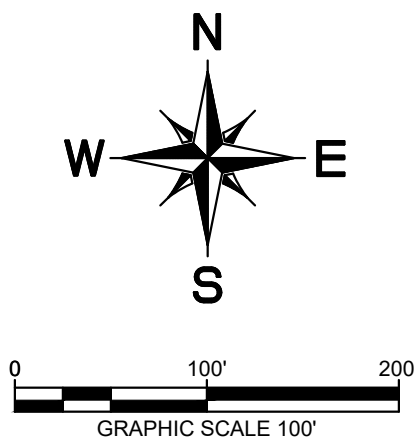
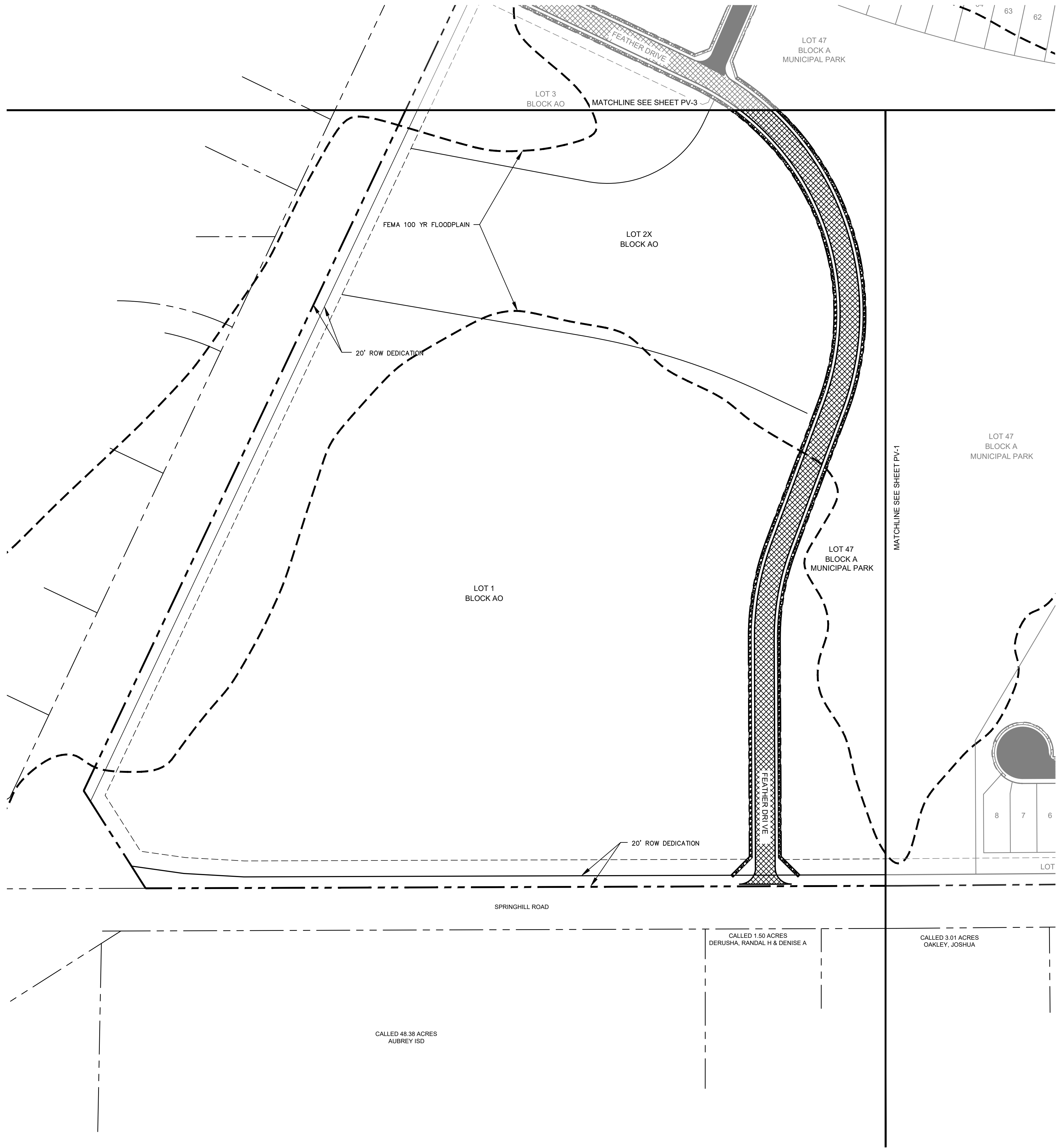
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SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928					
DESIGNED		DRAWN	CHECKED	SCALE		DATE	KH PROJECT NO.	PV
DKT		DKT	TLF	AS SHOWN		SEPT. 2021	2020103	

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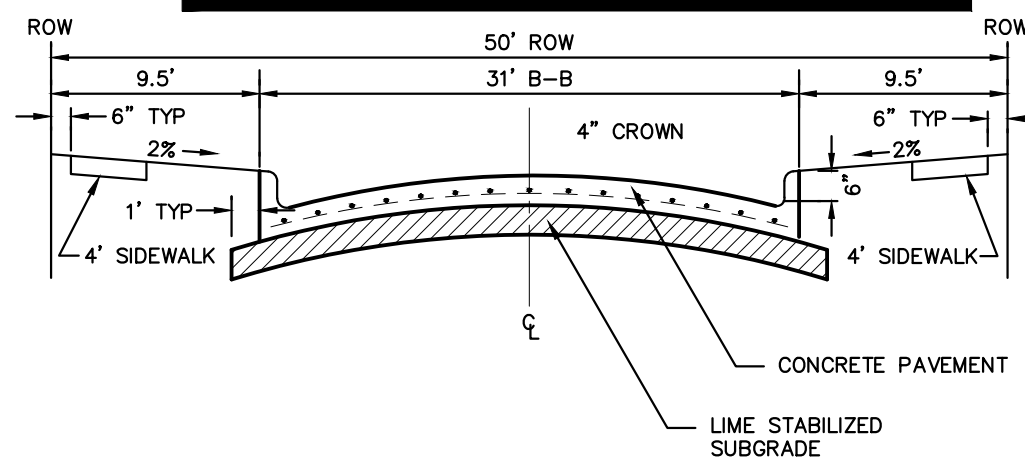


VICINITY MAP

SCALE: 1" = 4,000'

LEGEND

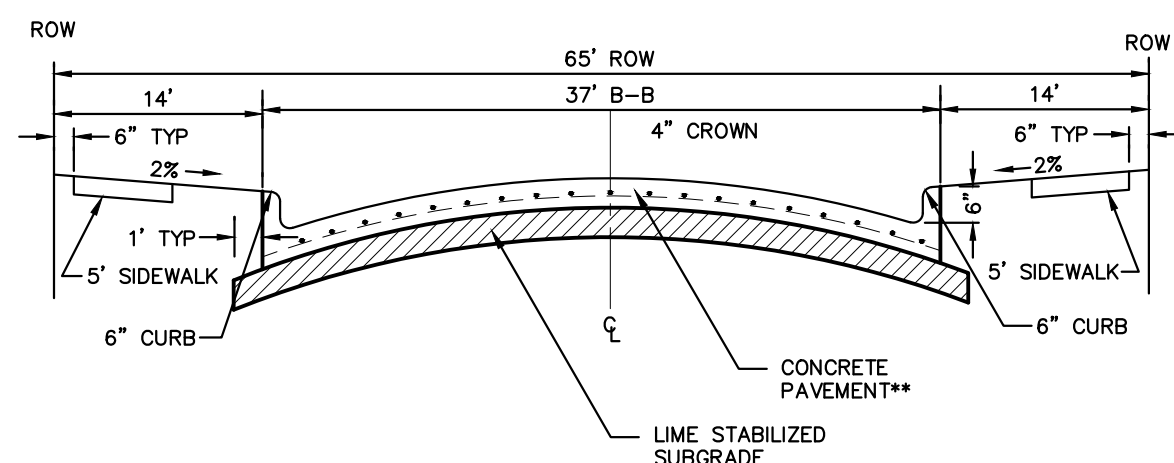
	PROPERTY LINE
	MATCH LINE
	4' CONCRETE SIDEWALK
	5' CONCRETE SIDEWALK
	31' B-B SECTION FOR RESIDENTIAL PAVEMENT
	37' B-B SECTION FOR COMMERCIAL COLLECTOR PAVEMENT
	39' B-B SECTION FOR RESIDENTIAL COLLECTOR PAVEMENT
	TEMPORARY PAVEMENT



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 6" THICK.

PARABOLIC RESIDENTIAL STREET SECTION

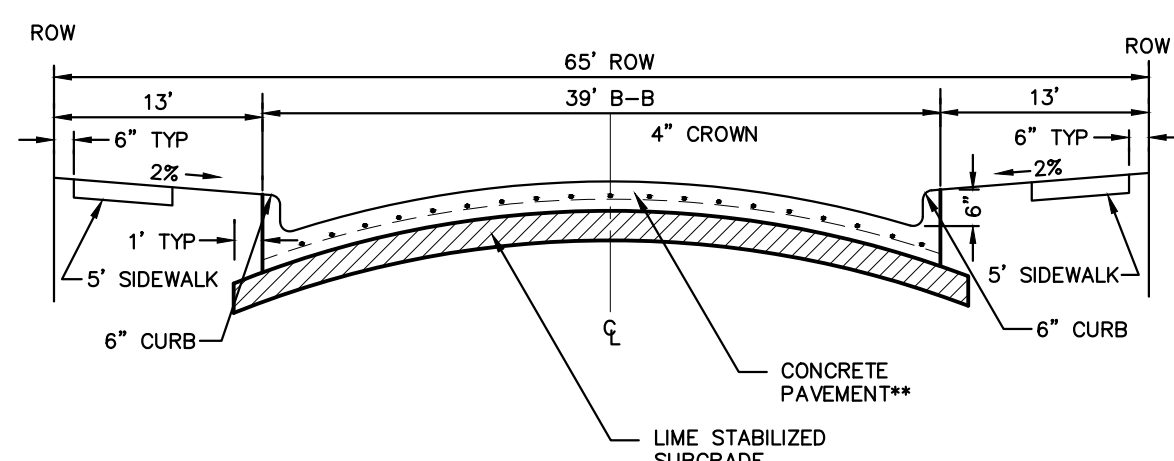
NTS



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COMMERCIAL COLLECTOR STREET SECTION

NTS



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NTS

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PAVING PLAN

FOR

HIGH POINTE RANCH

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

OUT OF THE

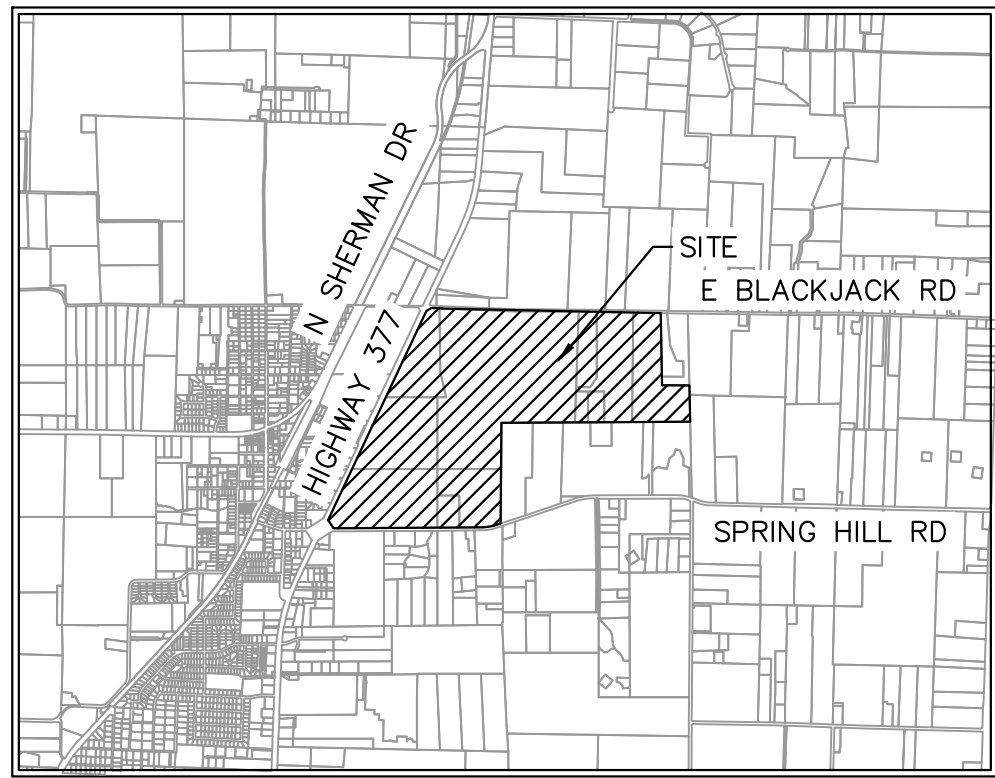
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243

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DESIGNED DKT		DRAWN DKT		CHECKED TLF		SCALE AS SHOWN		DATE SEPT. 2021		KH PROJECT NO. 2020103		PV-2



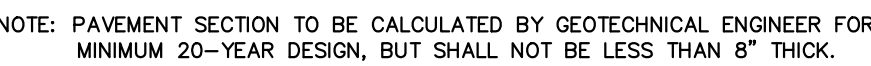
SCALE: 1" = 4,000'

LEGEND

Diagram illustrating the cross-section of a 50' ROW (Right of Way) road structure. The structure includes a 31' B-B (Bearing Base) with a 4" CROWN, flanked by 9.5' shoulders. The shoulders consist of a 6" TYP (Typical) top layer and a 4" SIDEWALK. The road surface is CONCRETE PAVEMENT, and the base is LIME STABILIZED SUBGRADE. The centerline (CL) is marked.

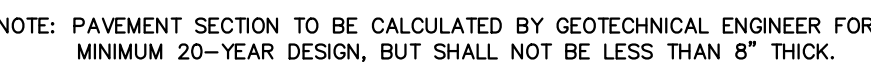
PARABOLIC RESIDENTIAL STREET SECTION

NTS



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 8" THICK.

NTS



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NTS

PRELIMINARY PAVING PLAN

1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT

BEING 460.75 ACRES

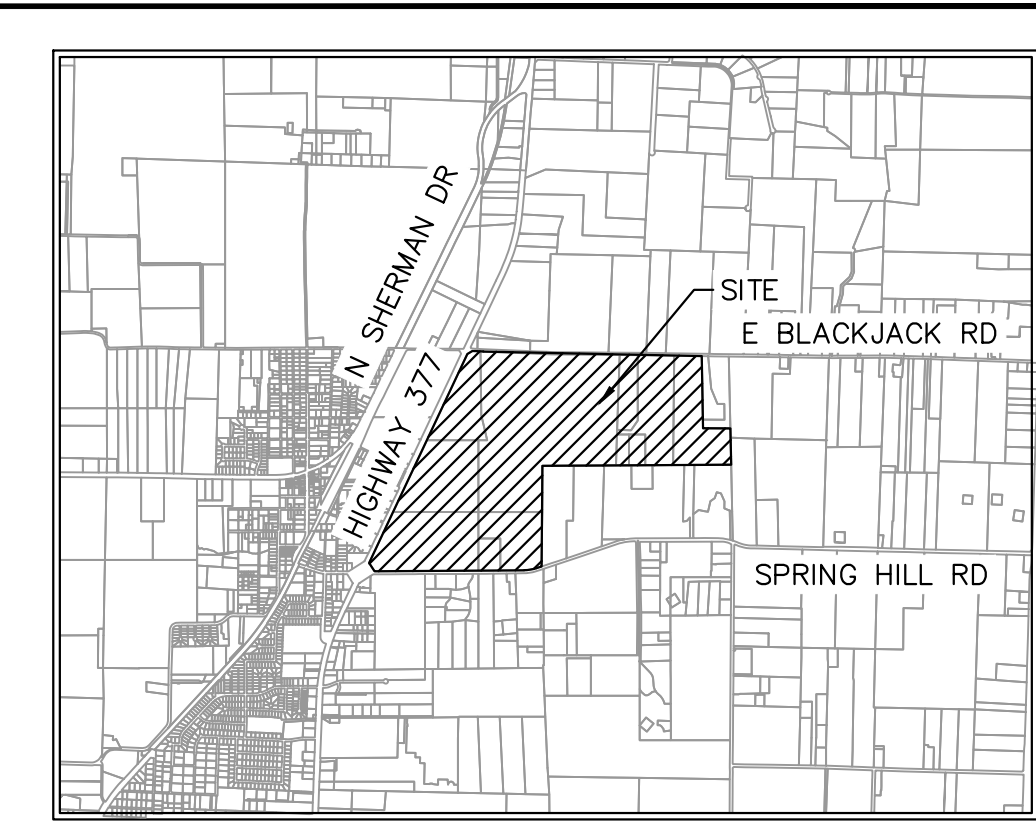
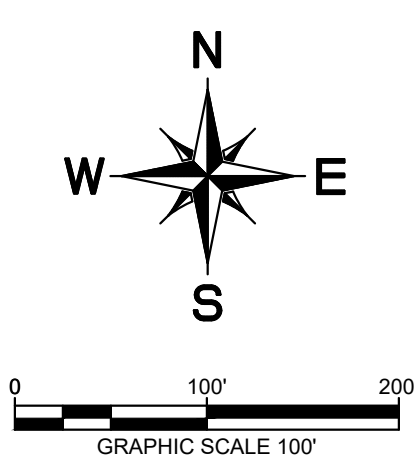
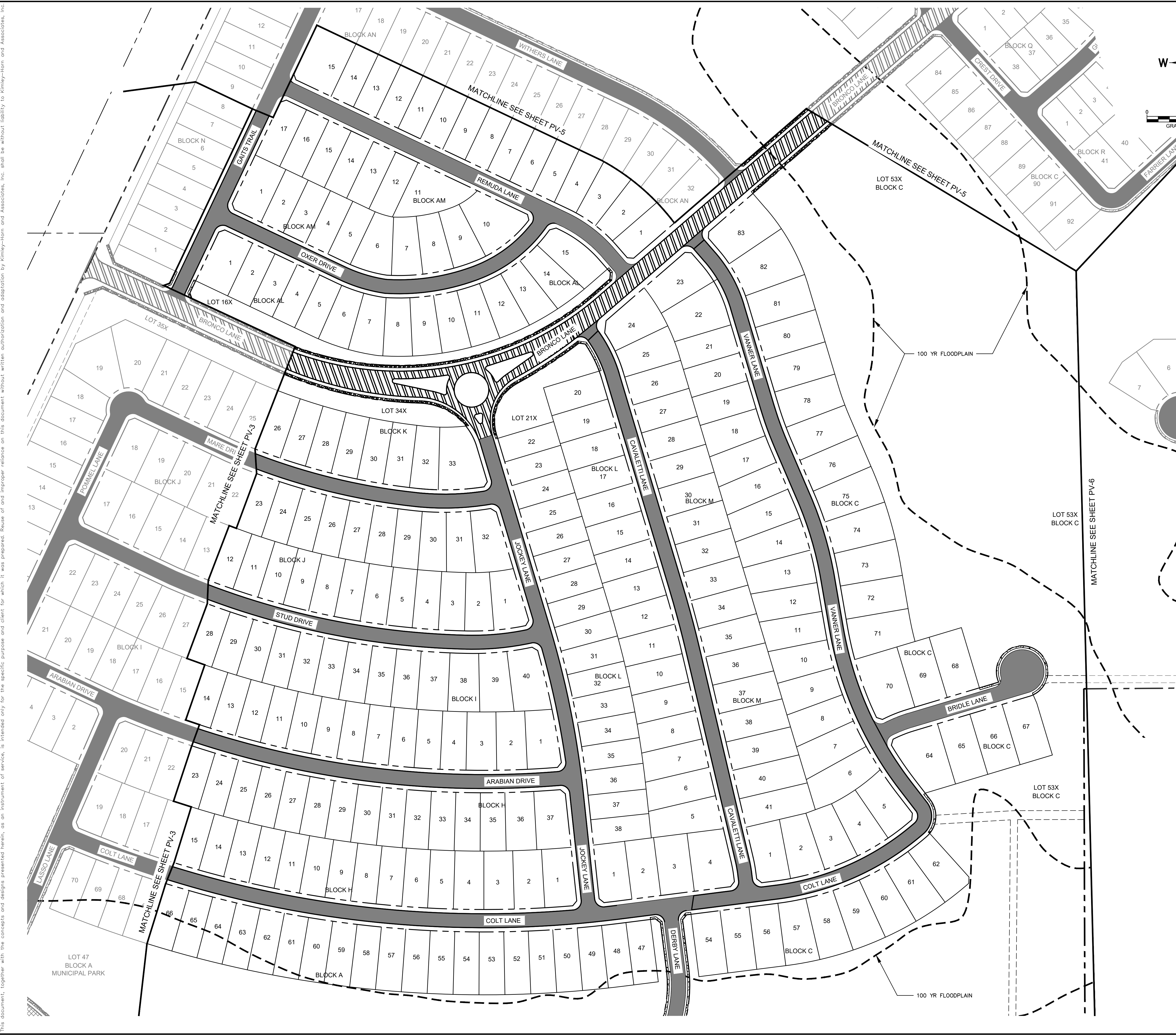
OUT OF THE
FRANCISCO TREVINO SURVEY ABSTRACT NO. 1243

AND THE

CITY OF AUBREY, DENTON COUNTY, TEXAS

Page 48 of 160

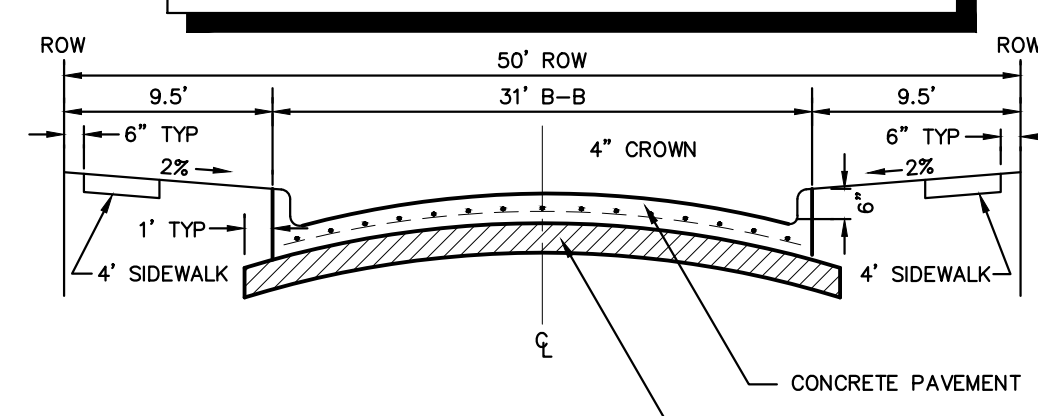
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DRAWN BY: KIMLEY-HORN & ASSOCIATES, INC. 2/20/2021 2:51 PM
LAST SAVED: 2/20/2021 2:51 PM



VICINITY MAP
SCALE: 1" = 4,000'

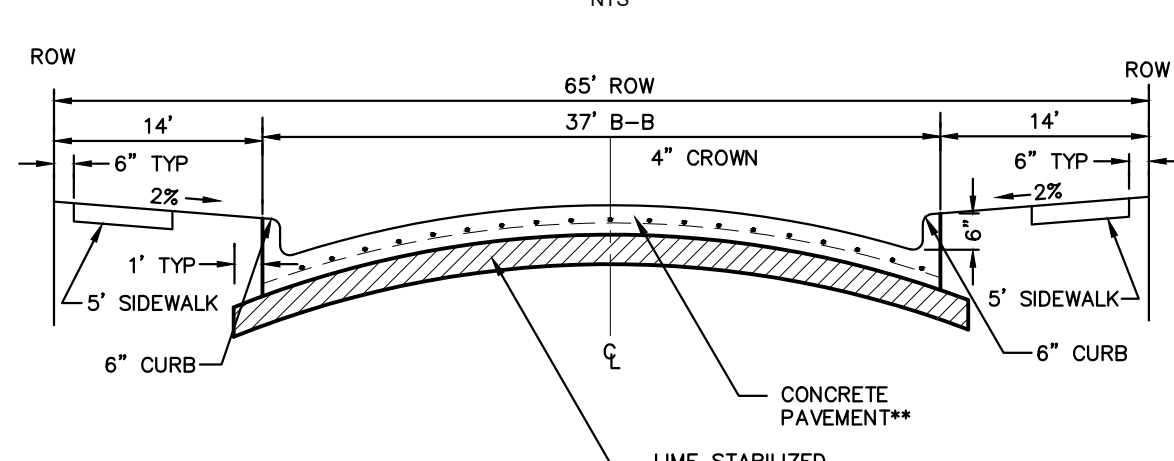
LEGEND

	PROPERTY LINE
	MATCH LINE
	4' CONCRETE SIDEWALK
	5' CONCRETE SIDEWALK
	31' B-B SECTION FOR RESIDENTIAL PAVEMENT
	37' B-B SECTION FOR COMMERCIAL COLLECTOR PAVEMENT
	39' B-B SECTION FOR RESIDENTIAL COLLECTOR PAVEMENT
	TEMPORARY PAVEMENT



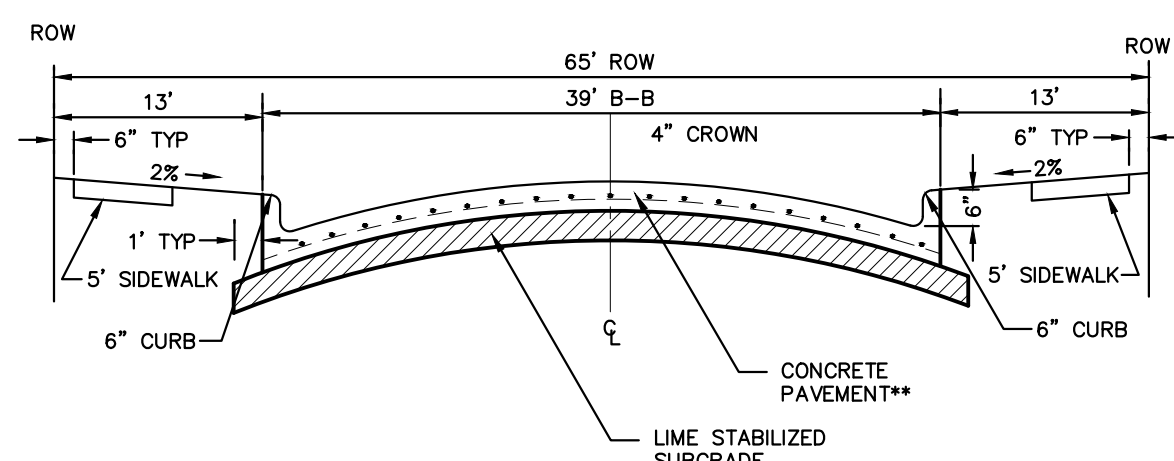
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PARABOLIC RESIDENTIAL STREET SECTION
NTS



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COMMERCIAL COLLECTOR STREET SECTION
NTS



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RESIDENTIAL COLLECTOR STREET SECTION
NTS

CITY PROJECT NUMBER: XXXXXXXXX

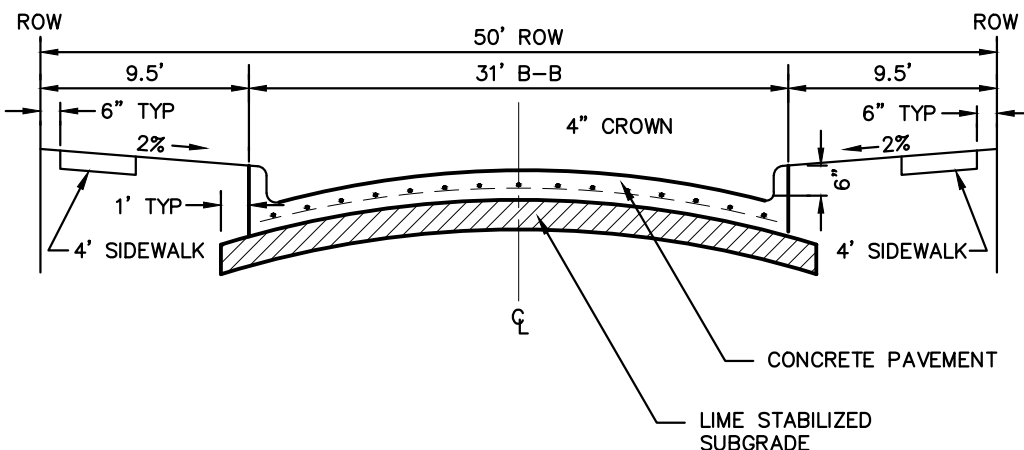
PRELIMINARY PAVING PLAN
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1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
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OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN-TIME
CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Frisco, TX 75215 Tel: (214) 674-9570 Contact: Thomas Fletcher, P.E. Surveyor #6461	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley-Horn 6160 Warren Pkwy, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	PV-4
DKT	DKT	TLF	AS SHOWN	SEPT. 2021	2020103	

PLATTED BY: FRANCIS, BECKER, 20200215.DWG
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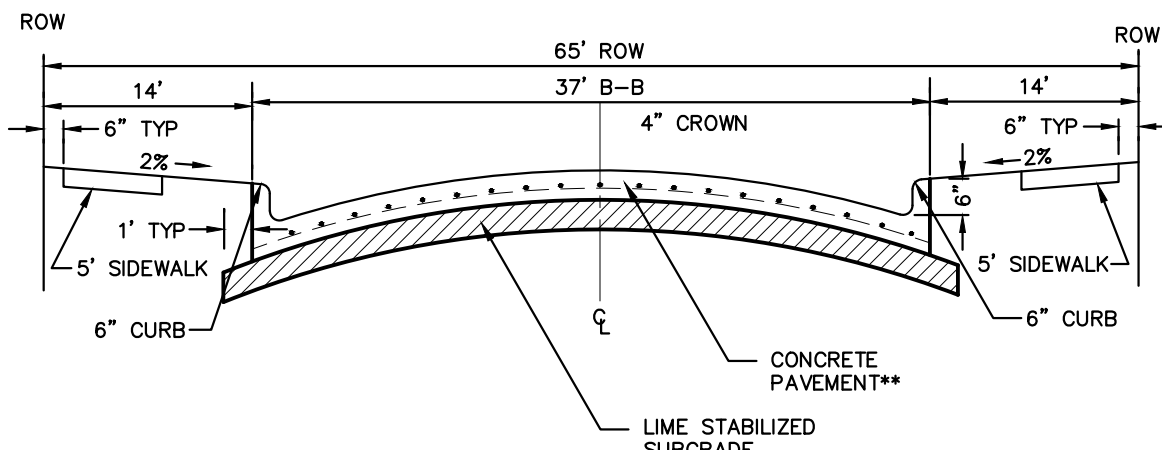
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PARABOLIC RESIDENTIAL STREET SECTION

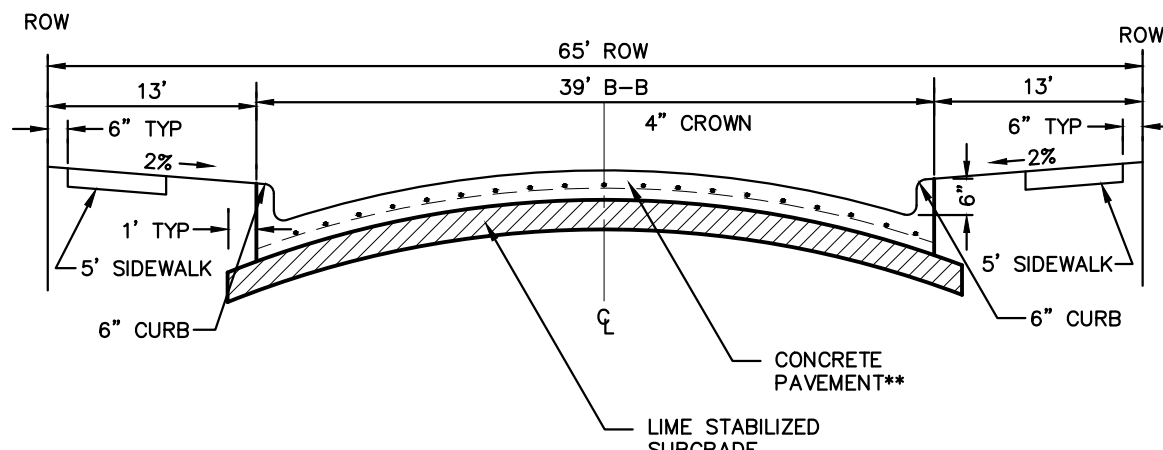
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COMMERCIAL COLLECTOR STREET SECTION

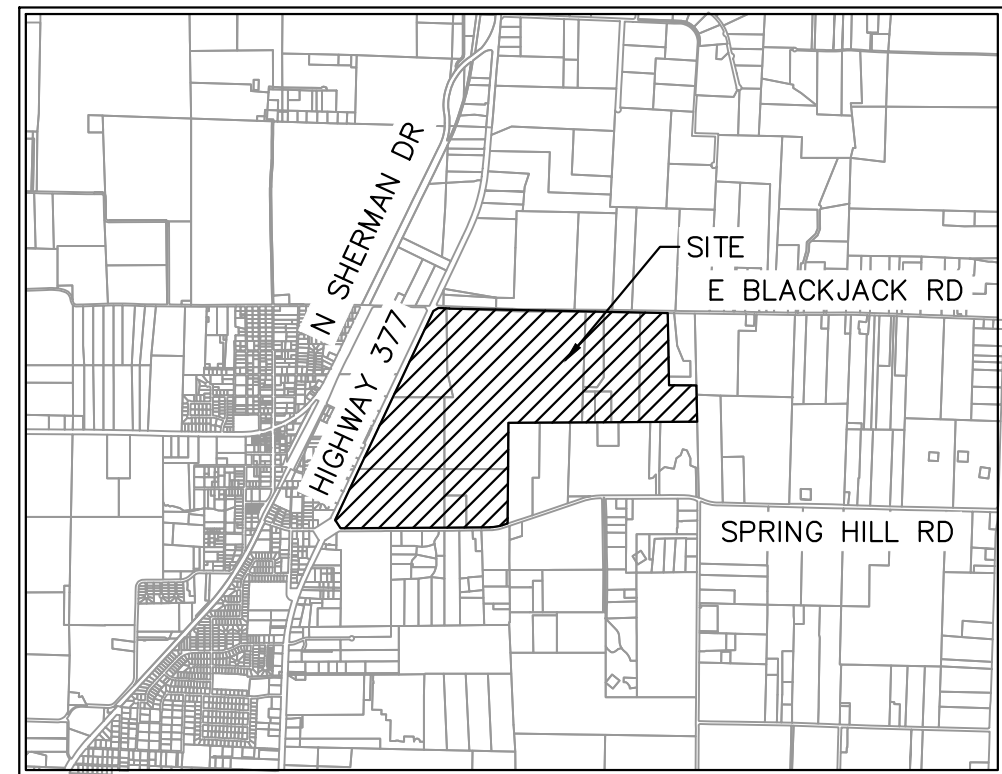
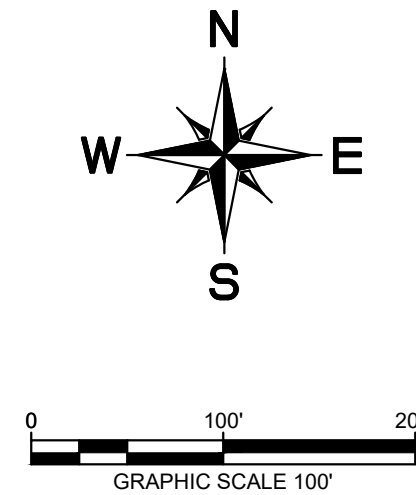
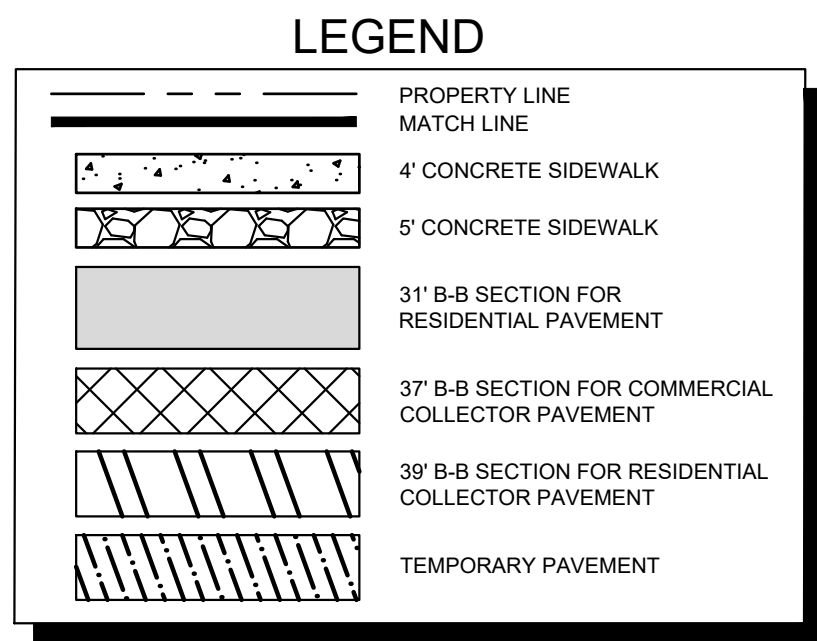
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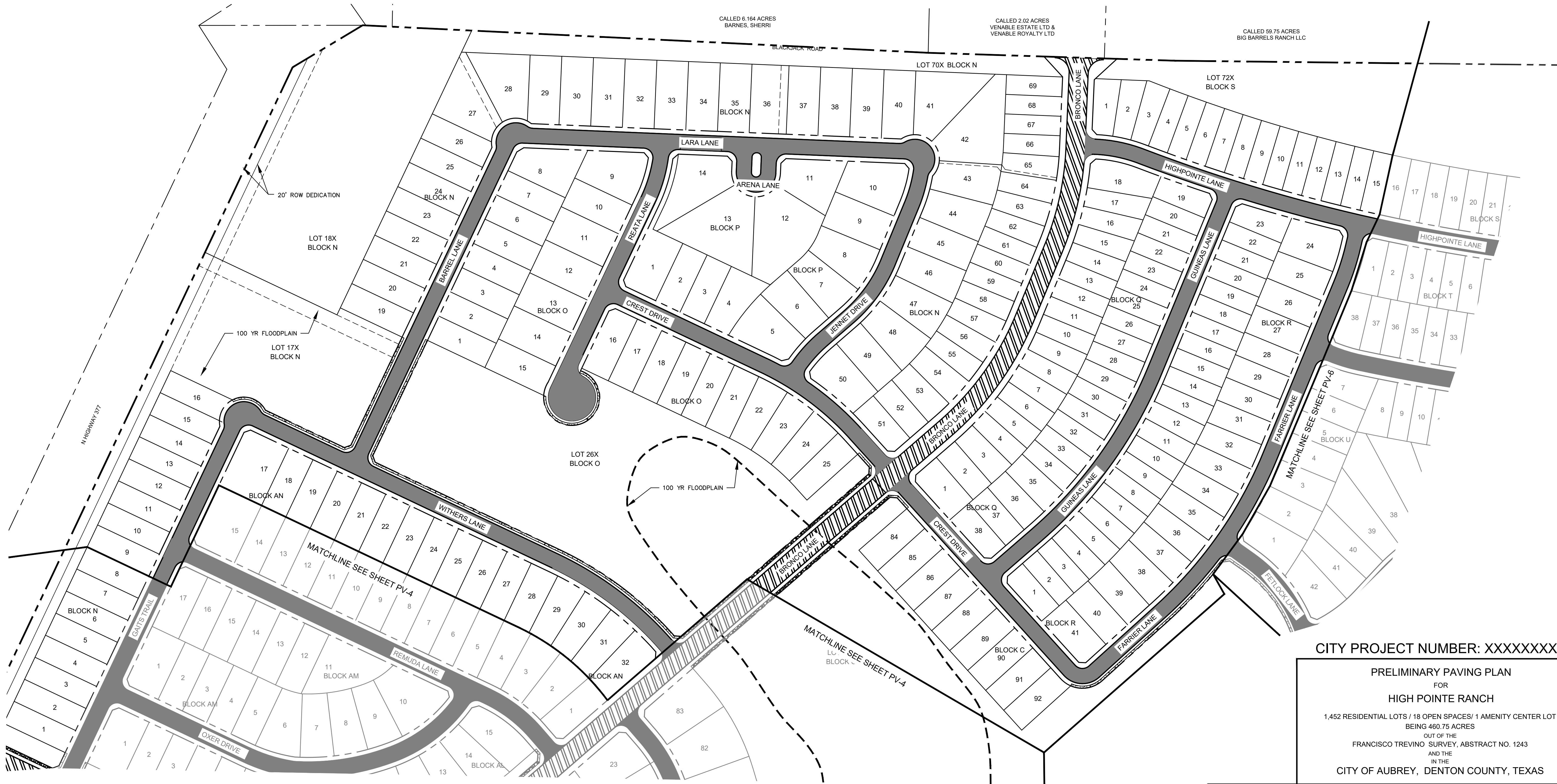
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RESIDENTIAL COLLECTOR STREET SECTION

NTS



VICINITY MAP
SCALE: 1" = 4,000'

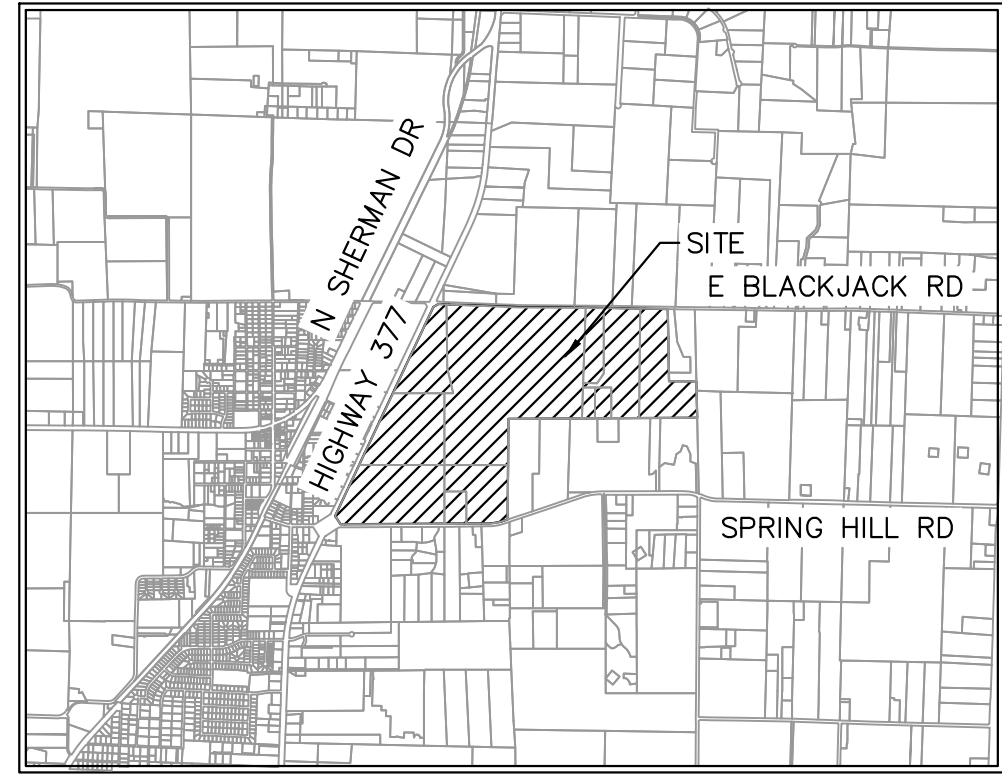
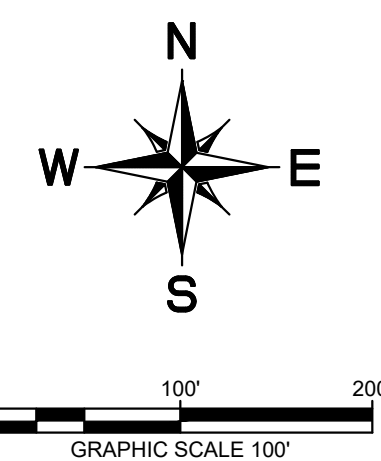
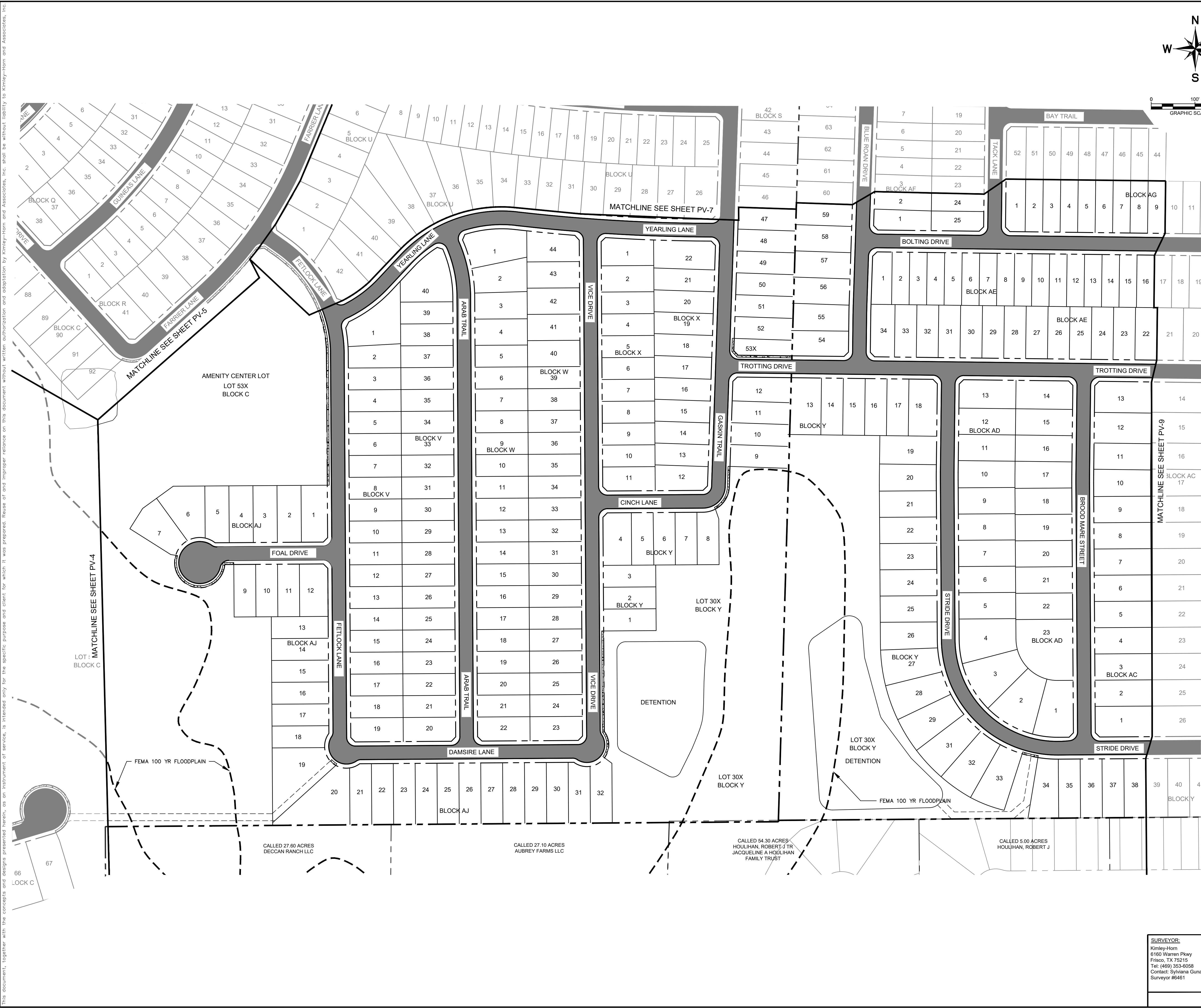


CITY PROJECT NUMBER: XXXXXXXXX

PRELIMINARY PAVING PLAN
FOR
HIGH POINTE RANCH
1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES
OUT OF THE
FRANCISCO TREVINO SURVEY, ABSTRACT NO. 1243
AND THE
IN THE
CITY OF AUBREY, DENTON COUNTY, TEXAS

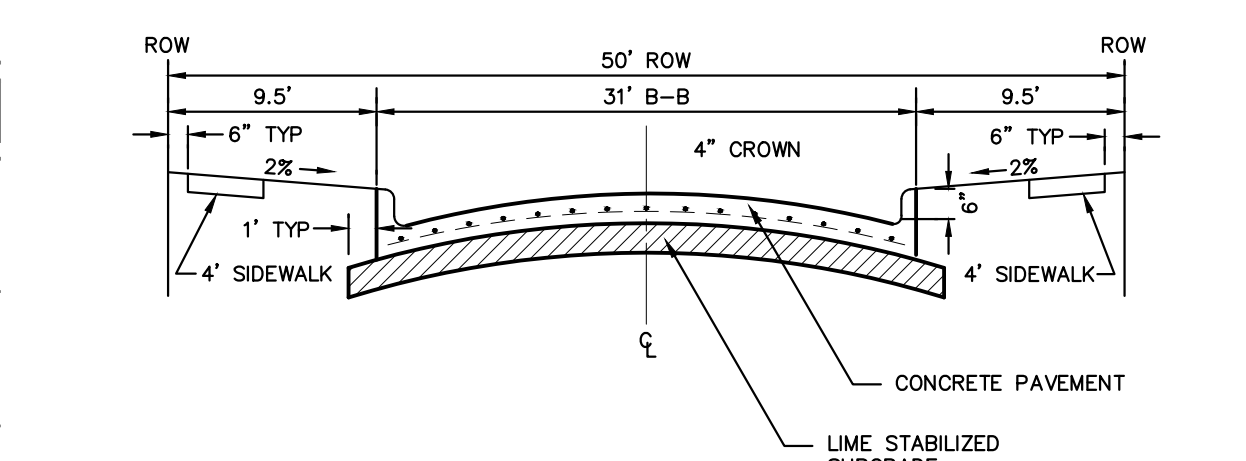
SURVEYOR: Kimley-Horn 6160 Warren Pkwy Frisco, TX 75215 Tel: (469) 353-6058 Contact: Sylvia Gunawan Surveyor #6461	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-9570 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd. N., Suite 202 Argyle, TX 76226 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-3580 Contact: Thomas Fletcher, P.E. Registration F-928			
DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	PV-5

PLANNED BY: KIMLEY-HORN, INC. DATE: 09/20/2023
DRAWN BY: KIMLEY-HORN, INC. DATE: 09/20/2023
LAST SAVED: 2/20/2023 2:56 PM
PROJECT: KIMLEY-HORN, INC. PROJECT: KIMLEY-HORN, INC.
DRAWING: KIMLEY-HORN, INC. DRAWING: KIMLEY-HORN, INC.
LAST SAVED: 2/20/2023 2:56 PM
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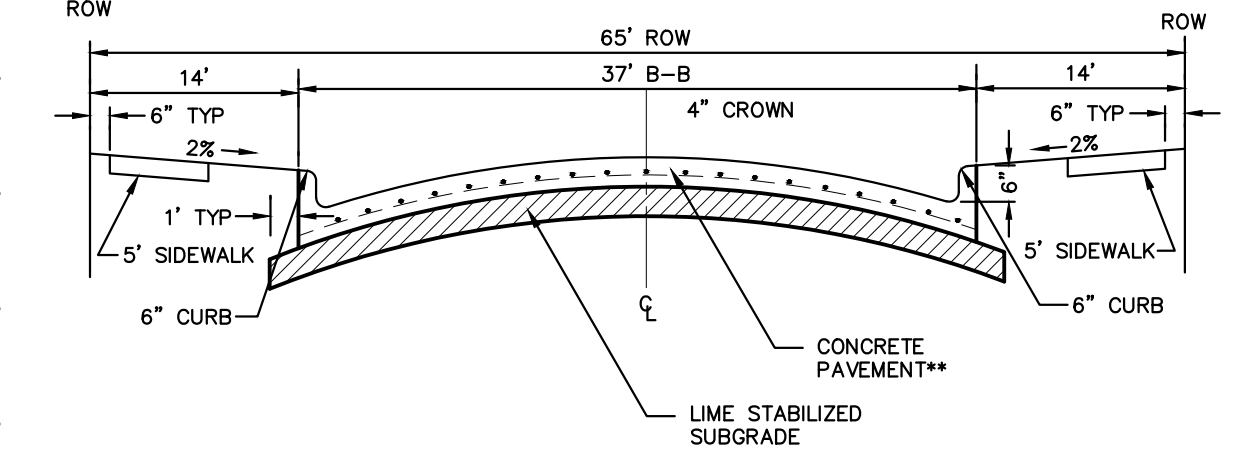


LEGEND
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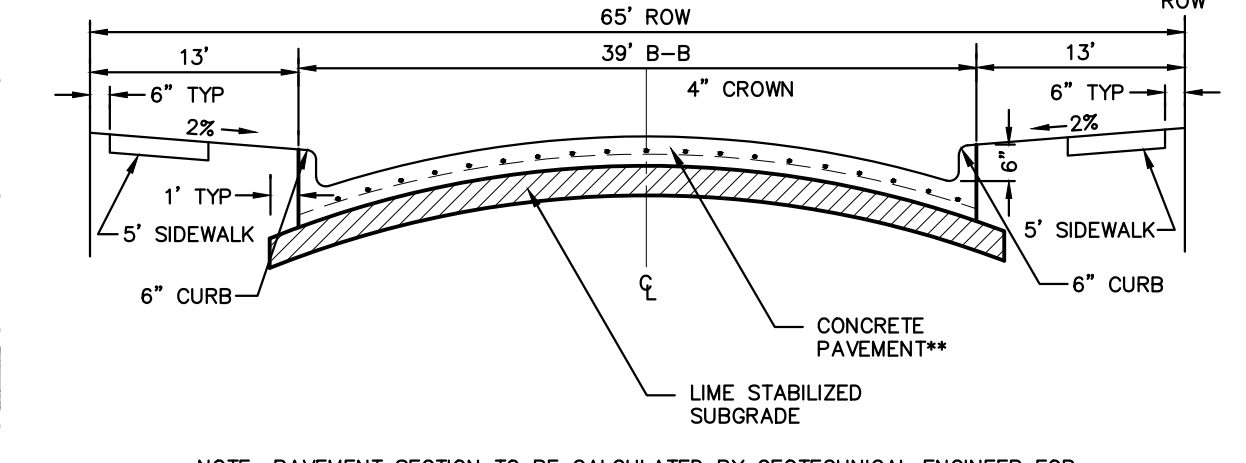
- PROPERTY LINE
- MATCH LINE
- 4" CONCRETE SIDEWALK
- 5" CONCRETE SIDEWALK
- 31' B-B SECTION FOR RESIDENTIAL PAVEMENT
- 37' B-B SECTION FOR COMMERCIAL COLLECTOR PAVEMENT
- 39' B-B SECTION FOR RESIDENTIAL COLLECTOR PAVEMENT
- TEMPORARY PAVEMENT



NOTE: PAVEMENT SECTION TO BE CALCULATED BY GEOTECHNICAL ENGINEER FOR MINIMUM 20-YEAR DESIGN, BUT SHALL NOT BE LESS THAN 6" THICK.
PARABOLIC RESIDENTIAL STREET SECTION
NTS



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COMMERCIAL COLLECTOR STREET SECTION
NTS

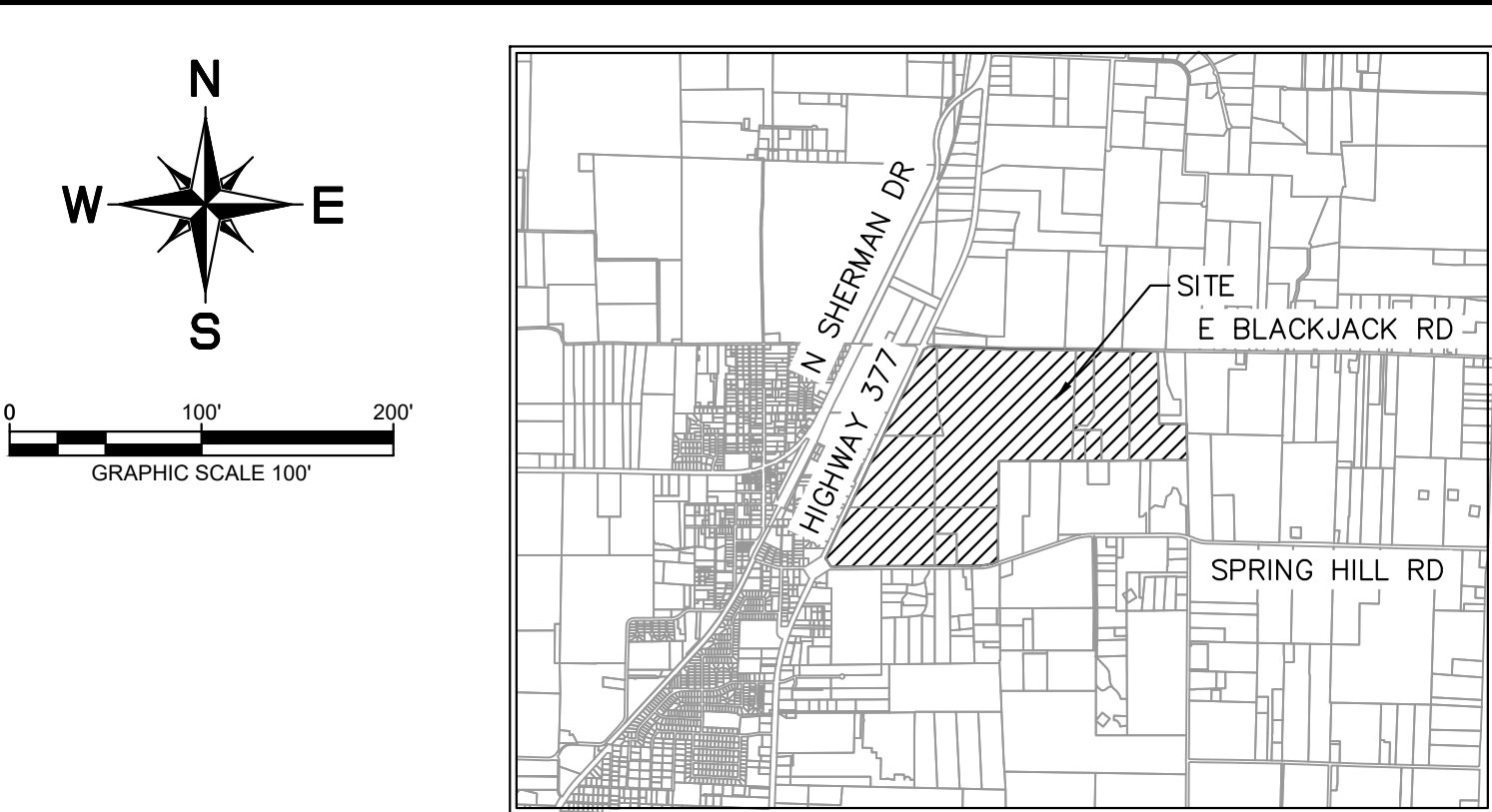


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RESIDENTIAL COLLECTOR STREET SECTION
NTS

CITY PROJECT NUMBER: XXXXXXXXX

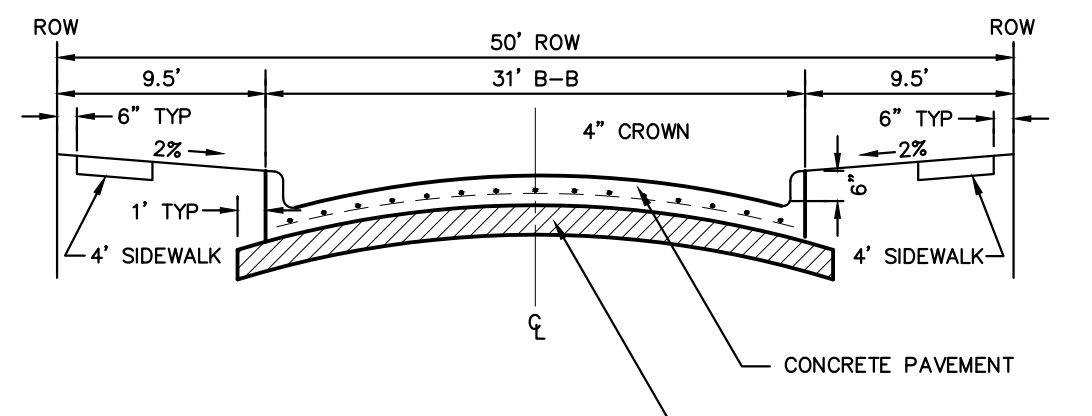
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DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	PV-6



VICINITY MAP
SCALE: 1" = 4,000'

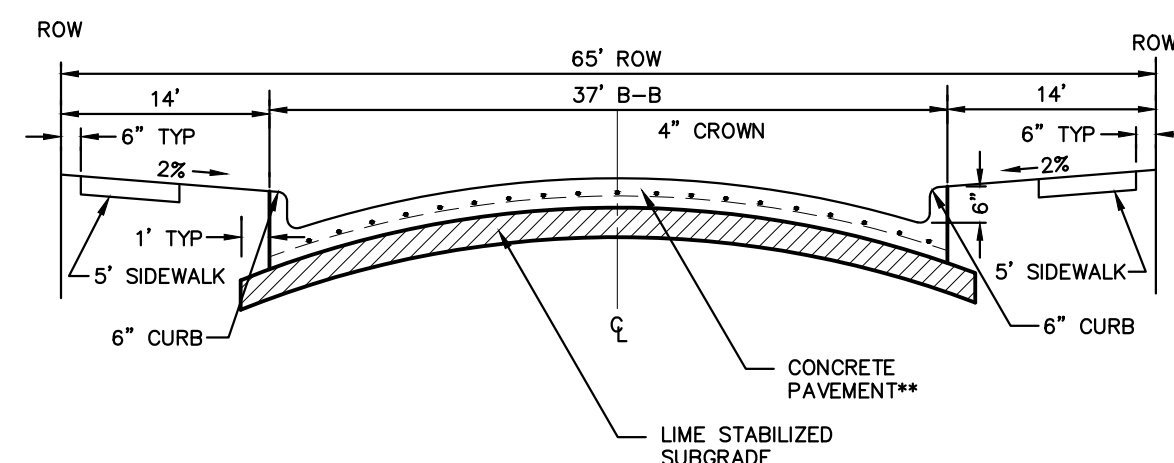
- | | |
|--|---|
| | PROPERTY LINE |
| | MATCH LINE |
| | 4' CONCRETE SIDEWALK |
| | 5' CONCRETE SIDEWALK |
| | 31' B-B SECTION FOR
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| | 39' B-B SECTION FOR RESIDENTIAL
COLLECTOR PAVEMENT |
| | TEMPORARY PAVEMENT |



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PARABOLIC RESIDENTIAL STREET SECTION

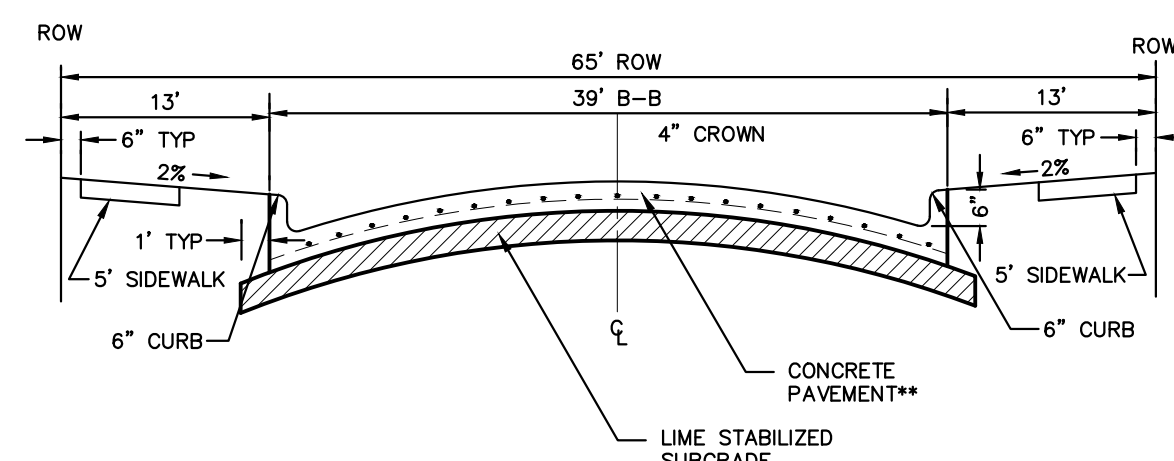
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COMMERCIAL COLLECTOR STREET SECTION

NTS



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RESIDENTIAL COLLECTOR STREET SECTION

NTS

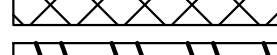
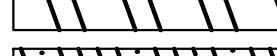
CITY OF AUBREY, DENTON COUNTY, TEXAS

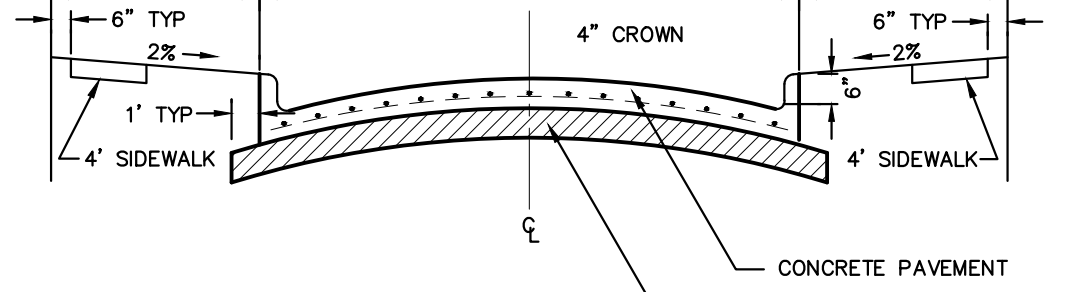
SURVEYOR: Kimley-Horn 6160 Warren Parkway Frisco, TX 75034 Tel: (469) 353-6058 Contact: Sylviana Gunawan Surveyor #6461			OWNER/DEVELOPER: Aubrey Blackback Partners, LLC 4514 Cole Ave., Suite 1620 Dallas, TX 75206 Tel: (214) 674-8570 Contact: Chad Vose			OWNER/DEVELOPER: FM Land Investments I, LLC 136 Cold Town Blvd., N. Suite 202 Frisco, TX 75034 Tel: (972) 740-5725 Contact: David Marks & Walter Foss			ENGINEER: Kimley»Horn 6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 353-5880 Contact: Thomas Fletcher, P.E. Registration F-3528		
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.						
DKT	DKT	TLF	AS SHOWN	SEPTE 2021	2020103						

PV-7



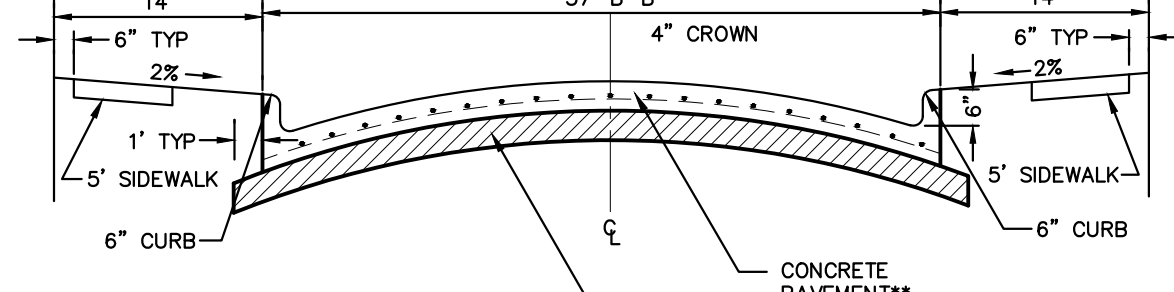
SCALE: 1" = 4,000'

	PROPERTY LINE MATCH LINE
	4" CONCRETE SIDEWALK
	5" CONCRETE SIDEWALK
	31" B-B SECTION FOR RESIDENTIAL PAVEMENT
	37" B-B SECTION FOR COMMERCIAL COLLECTOR PAVEMENT
	39" B-B SECTION FOR RESIDENTIAL COLLECTOR PAVEMENT
	TEMPORARY PAVEMENT



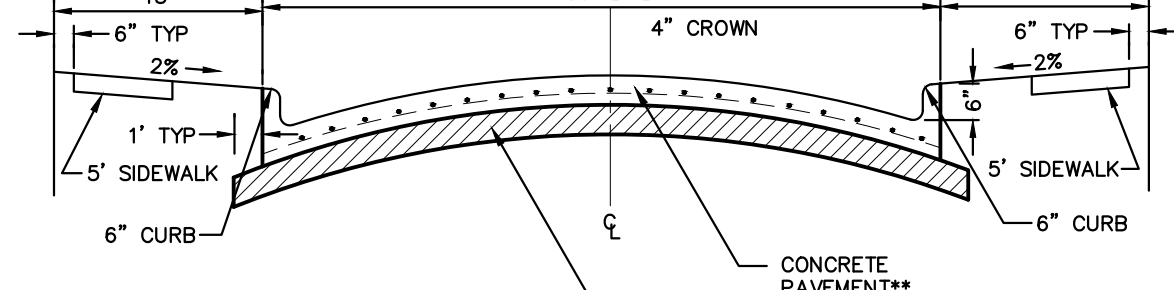
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NTS

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PAVING PLAN

FOR

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1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
BEING 460.75 ACRES

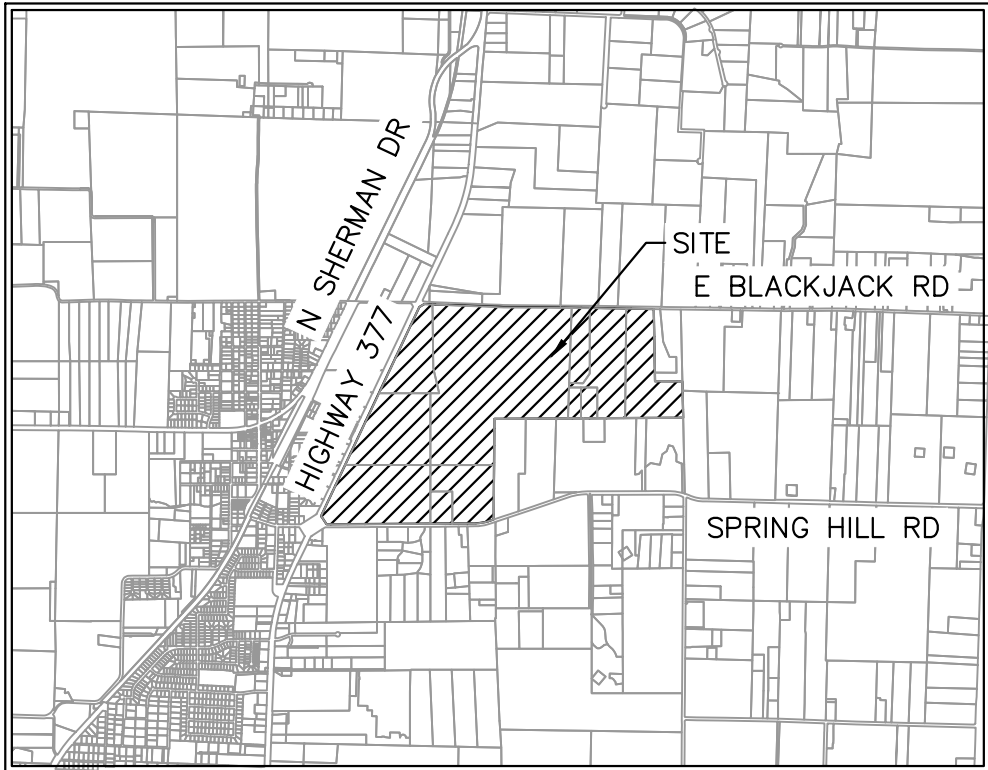
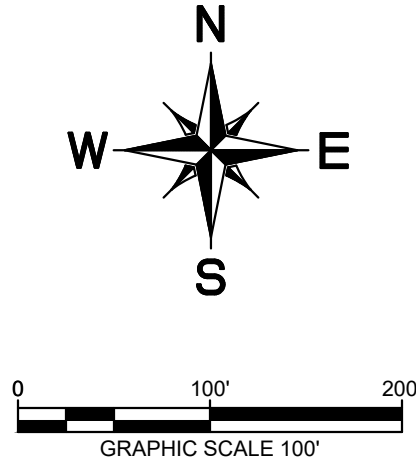
OUT OF THE
FRANCISCO TREVINO SURVEY ABSTRACT NO. 1243

AND THE

CITY OF AUBREY, DENTON COUNTY, TEXAS

SURVEYOR: Kimley-Horn 6160 Warren Parkway Frisco, TX 75034 Tel: (469) 353-6058 Contact: Shylani Surveyor: #54614	OWNER/DEVELOPER: Aubrey Blackjack Partners, LLC 4514 Cole Ave., Suite 1650 Dallas, TX 75205 Tel: (214) 674-1870 Contact: Chad Vose	OWNER/DEVELOPER: FM Land Investments I, LLC 138 Old Town Blvd., N. Suite 202 Frisco, TX 75029 Tel: (972) 740-5725 Contact: David Marks & Walter Foss	ENGINEER:  6160 Warren Parkway, Suite 210 Frisco, TX 75034 Tel: (972) 335-5580 Contact: Thomas Fleischer, P.E. Registration # 928		
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
DKT		TLF	AS SHOWN	SEP 21	20201003

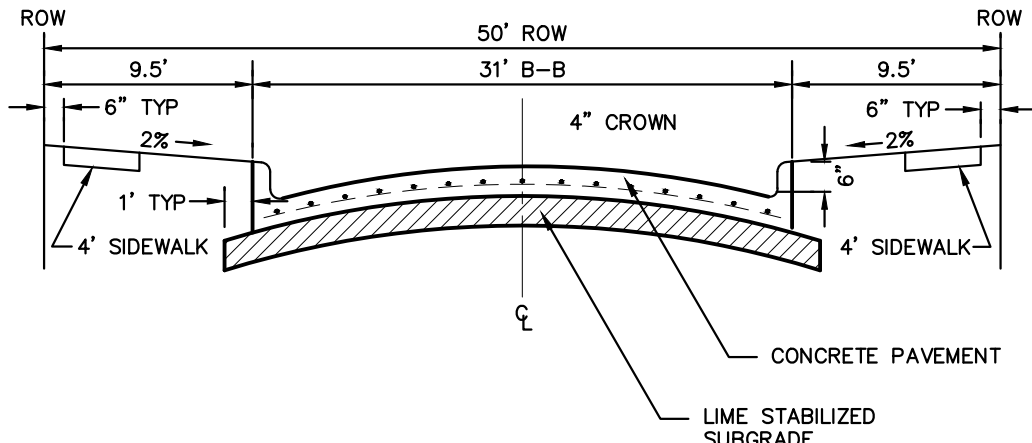
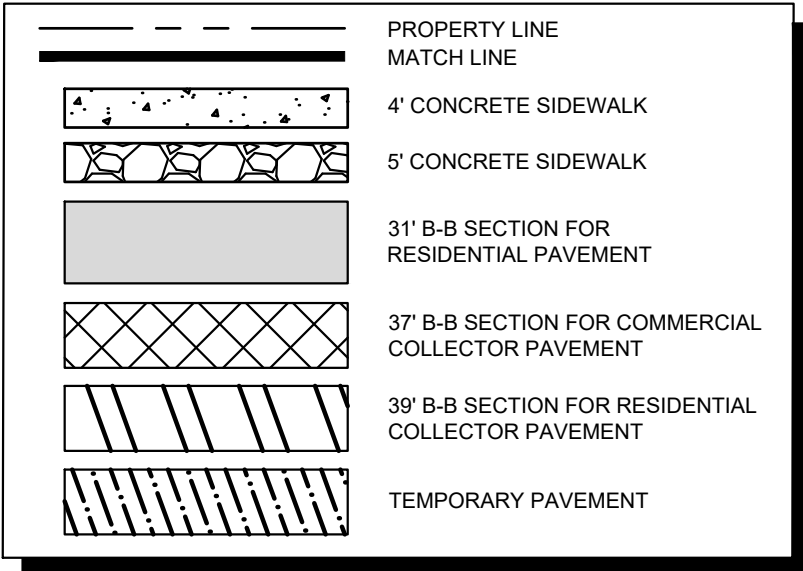
PV-8



VICINITY MAP

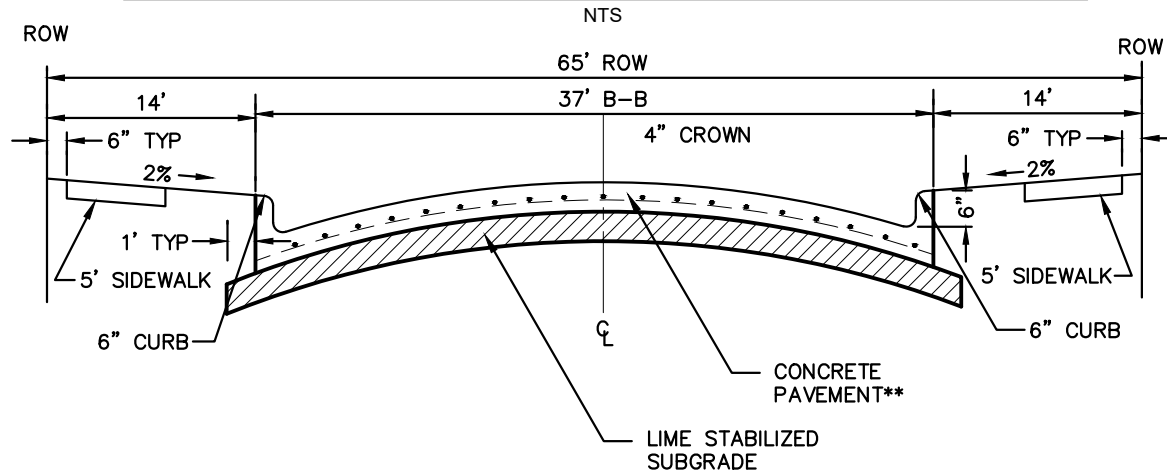
SCALE: 1" = 4,000'

LEGEND



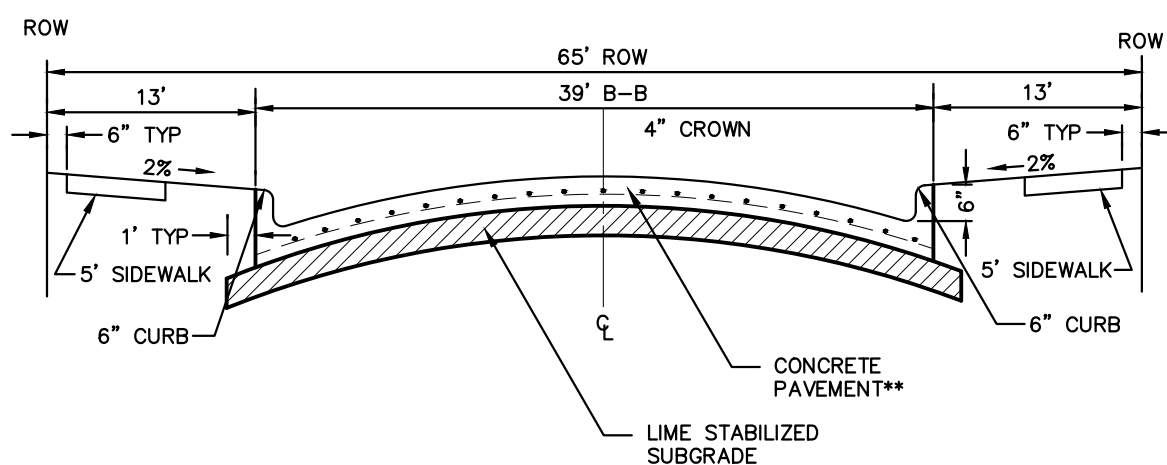
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PARABOLIC RESIDENTIAL STREET SECTION



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COMMERCIAL COLLECTOR STREET SECTION



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RESIDENTIAL COLLECTOR STREET SECTION

CITY PROJECT NUMBER: XXXXXXXXXX

PRELIMINARY PAVING PLAN

FOR

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1,452 RESIDENTIAL LOTS / 18 OPEN SPACES/ 1 AMENITY CENTER LOT
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DESIGNED DKT	DRAWN DKT	CHECKED TLF	SCALE AS SHOWN	DATE SEPT. 2021	KH PROJECT NO. 2020103	PV-9

Engineer's Summary Report

Highpointe Ranch Phase 1C – Aubrey, TX

Project Description/Summary:

Highpointe Ranch is an approximately 461-acre proposed development east of US 377, north of Spring Hill Road and south of E. Blackjack Road. The properties composing the development are within the City of Aubrey corporate limits. The existing zoning is AG-R (Agricultural Residential). The proposed zoning is SF-5 and SF-6 per the approved Development Agreement (dated 7/21/2021). The project is within High Pointe Ranch Municipal Utility District No. 1 of Denton County and the City will create an overlapping TIRZ. Both special districts will adhere to the approved general terms of the Development Agreement.

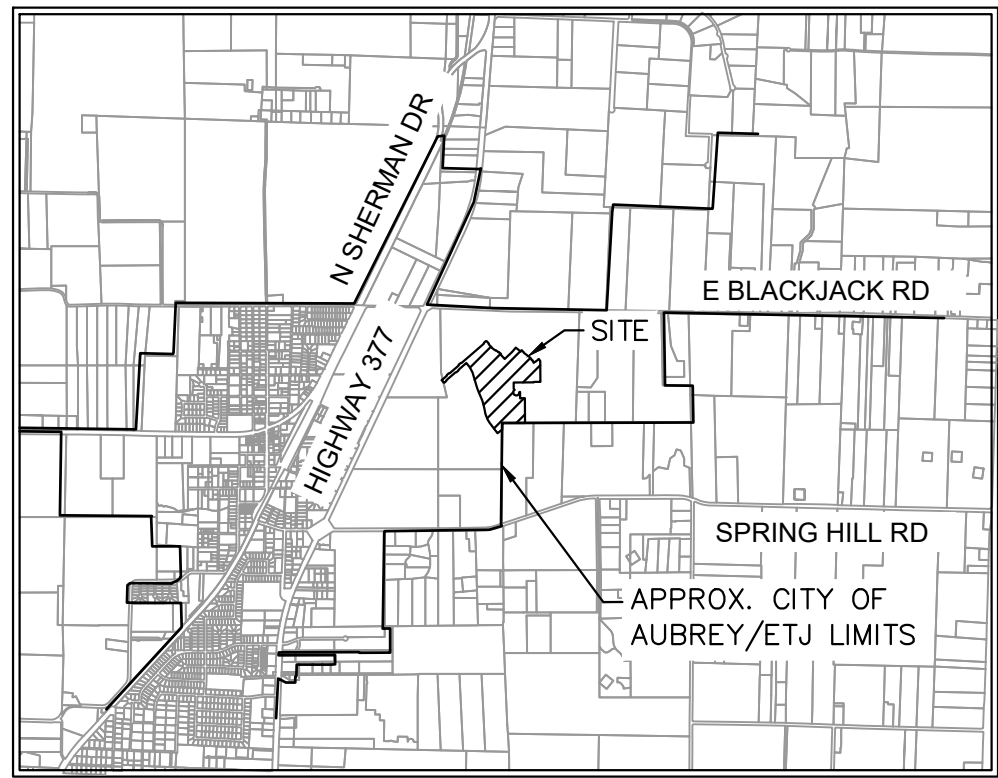
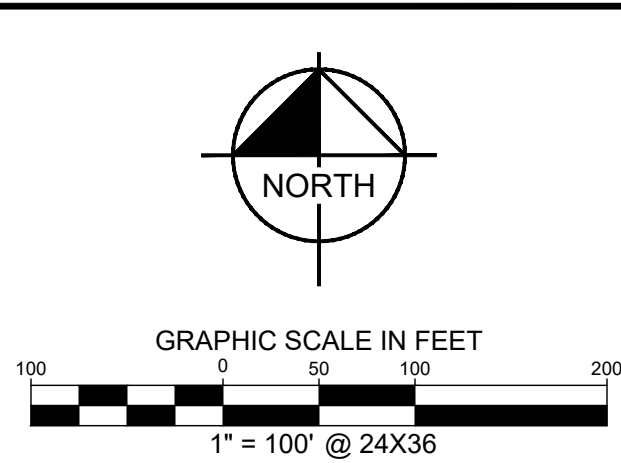
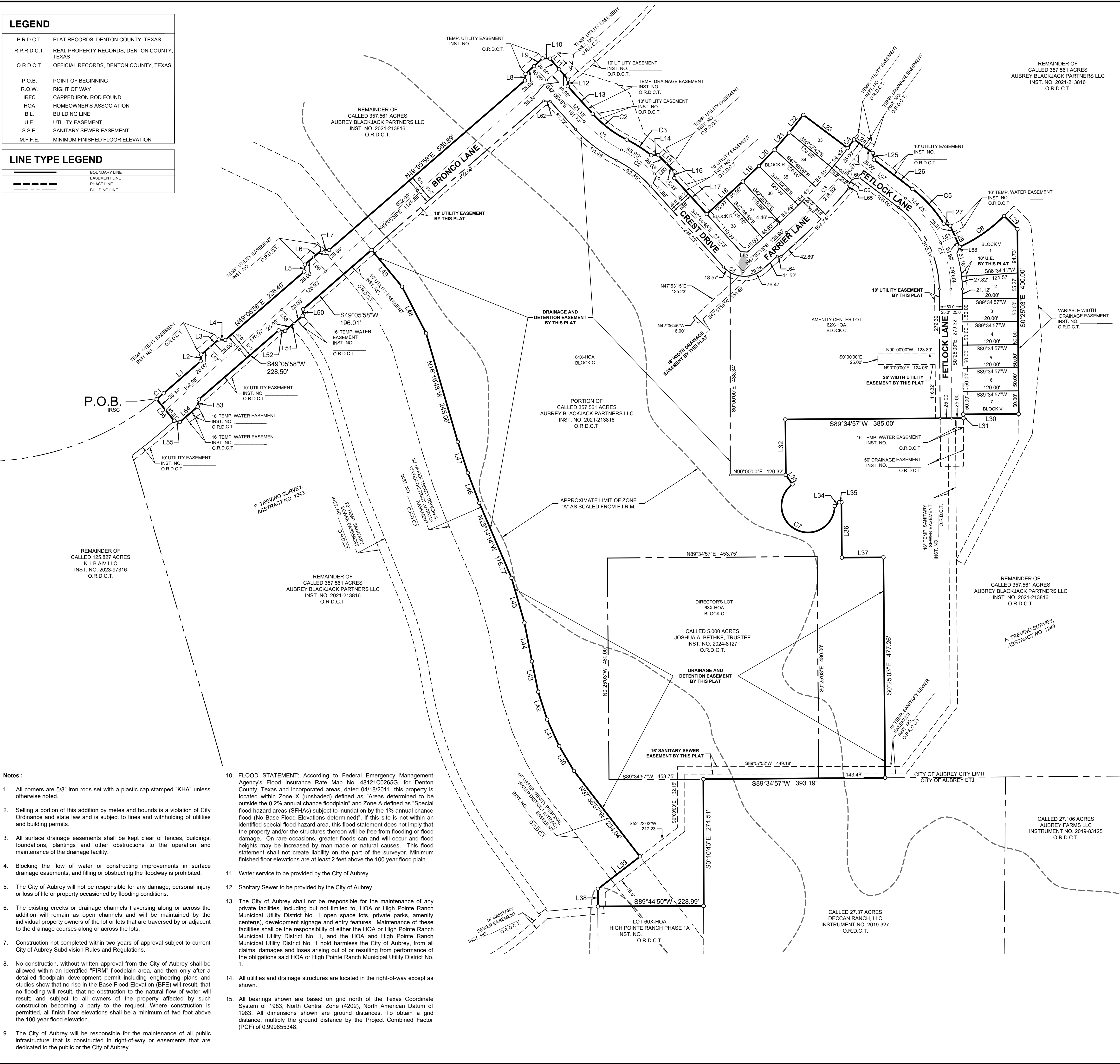
Phase 1C of the Highpointe Ranch Development is approximately 32 acres consisting of 50' X 120' lots as established in the Development Agreement. 16 lots are proposed on the Final Plat, consisting of 13 residential lots and 3 Homeowner's Association (HOA) lots.

The development will be served by the City of Aubrey water, sewer, and solid waste services. Sanitary sewer flow will be directed to stubs that are currently being constructed as part of Phase 1B. Water connections will connect to an 8" waterline stub-out constructed with the previous Highpointe Ranch Phase 1B, which is located at the western limits of this project. It is expected that TNMP will provide electric services and FisionX will provide communication and internet services to the development. Will-serve letters have been provided from TNMP and FisionX (provided with submittal).

Storm water drainage for Phase 1C will be directed to the floodplain occupying a large portion of the north and west side of the section. A Downstream Assessment dated July 2023 was provided along with the construction drawings for Phase 1C.

LEGEND	
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRFC	CAPPED IRON ROD FOUND
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
M.F.F.E.	MINIMUM FINISHED FLOOR ELEVATION

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	PHASE LINE
	BUILDING LINE



VICINITY MAP
SCALE: 1" = 4,000'

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N49°05'58"E	106.29'	L18	N47°53'15"E	104.90'	L35	N89°34'57"E	5.00'	L52	S85°54'02"E	14.14'
L2	N04°05'58"E	14.14'	L19	N46°18'07"E	48.82'	L36	S00°25'03"E	120.00'	L53	N09°23'51"E	15.65'
L3	N49°05'58"E	50.00'	L20	N43°36'07"E	48.82'	L37	N89°34'57"E	90.00'	L54	S49°05'58"W	50.86'
L4	N85°54'02"W	14.14'	L21	N40°53'34"E	48.82'	L38	S00°10'40"E	37.64'	L55	S77°49'37"E	12.51'
L5	S04°05'58"W	14.85'	L22	N38°11'02"E	48.82'	L39	N52°23'03"E	115.05'	L56	N39°02'15"W	60.35'
L6	N49°05'58"E	50.00'	L23	S53°10'15"E	120.00'	L40	N30°40'34"W	62.61'	L57	N40°54'02"W	40.00'
L7	S85°54'02"E	14.85'	L24	S54°19'31"E	50.00'	L41	N24°18'32"W	63.01'	L58	N40°54'02"W	40.00'
L8	S03°29'37"W	14.07'	L25	N08°29'12"W	14.63'	L42	N17°56'30"W	63.01'	L59	N40°54'02"W	40.50'
L9	N47°53'15"E	50.00'	L26	N52°38'53"W	105.00'	L43	N11°34'44"W	67.77'	L60	N47°53'15"E	34.09'
L10	S87°43'06"E	16.23'	L27	S72°19'08"E	14.89'	L44	N11°02'25"W	84.90'	L61	N65°49'39"E	33.86'
L11	S40°38'02"E	60.00'	L28	S24°10'21"E	50.00'	L45	N16°05'45"W	100.87'	L62	N86°30'23"W	14.22'
L12	S03°29'37"W	14.07'	L29	N45°14'31"W	40.60'	L46	N20°46'24"W	69.38'	L63	S87°06'45"E	14.14'
L13	S42°06'45"E	80.56'	L30	N89°34'57"E	120.00'	L47	N17°59'04"W	70.55'	L64	S87°06'45"E	8.49'
L14	S88°44'40"W	15.13'	L31	N00°25'03"W	6.20'	L48	N27°19'42"W	113.14'	L65	N04°46'02"W	8.46'
L15	S44°55'08"E	50.06'	L32	N00°25'03"W	120.20'	L49	N39°35'23"W	103.49'	L66	N83°11'26"E	14.63'
L16	S02°53'15"W	14.14'	L33	S35°45'20"E	25.00'	L50	N04°05'58"E	14.14'	L67	S52°38'53"E	139.98'
L17	S42°06'45"E	105.00'	L34	N49°35'53"E	12.77'	L51	S49°05'58"W	50.00'	L68	S23°56'29"W	14.90'

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	1°51'47"	606.00'	19.71'	N50°01'52"E
C11	21°17'17"	275.00'	102.17'	S52°45'23"E
C2	21°17'17"	275.00'	102.17'	N52°45'23"W
C21	21°17'17"	250.00'	92.89'	S52°45'23"E
C3	12°12'46"	1177.50'	250.99'	N41°46'52"E
C31	12°02'56"	300.00'	63.09'	N57°22'33"W
C4	52°13'50"	250.00'	227.90'	N26°31'58"W
C41	1°09'16"	1152.50'	23.22'	N36°15'07"E
C5	21°10'34"	275.00'	101.64'	N42°03'36"W
C6	01°17'24"	3358.92'	17.00'	N39°17'38"E
C61	20°44'40"	325.00'	117.67'	N55°07'49"E
C7	233°57'26"	57.50'	234.79'	S62°44'03"E

- Notes :
- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
 - Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law and is subject to fines and withholding of utilities and building permits.
 - 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.
 - Blocking the flow of water or constructing improvements in surface drainage easements, and filling or obstructing the roadway is prohibited.
 - The City of Aubrey will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding conditions.
 - 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.
 - Construction not completed within two years of approval subject to current City of Aubrey Subdivision Rules and Regulations.
 - No construction, without written approval from the City of Aubrey shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result, that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finish floor elevations shall be a minimum of two foot above the 100-year flood elevation.
 - The City of Aubrey will be responsible for the maintenance of all public infrastructure that is constructed in right-of-way or easements that are dedicated to the public or the City of Aubrey.

- FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0265G, for Denton County, Texas and incorporated areas, dated 04/18/2011, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)". 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. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
- Water service to be provided by the City of Aubrey.
- Sanitary Sewer to be provided by the City of Aubrey.
- The City of Aubrey shall not be responsible for the maintenance of any private facilities, including but not limited to, HOA or High Pointe Ranch Municipal Utility District No. 1 open space lots, private parks, amenity center(s), development signage and entry features. Maintenance of these facilities shall be the responsibility of either the HOA or High Pointe Ranch Municipal Utility District No. 1, and the HOA and High Pointe Ranch Municipal Utility District No. 1 hold harmless the City of Aubrey, from all claims, damages and losses arising out of or resulting from performance of the obligations said HOA or High Pointe Ranch Municipal Utility District No. 1.
- All utilities and drainage structures are located in the right-of-way except as shown.
- 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 0.999855348.

FINAL PLAT
HIGHPOINTE RANCH PHASE 1C
32.472 ACRES

BLOCK V, LOTS 1-7 & BLOCK R, LOTS 33-38
BLOCK C, LOTS 61X-HOA, 62X-HOA AND 63X-HOA

13 RESIDENTIAL LOTS
3 HOA LOTS

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CLS	SG	04/01/2024	063451861	1 OF 2

OWNER:
Aubrey Blackjack Partners, LLC
4514 Cole Avenue, Suite 1650
Dallas, Texas 75205
Phone: 214-674-9670
Contact: Chad Vose

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact: Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact: Thomas L. Fletcher, P.E.

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK C LOT 61X-HOA	17.428	759,146
BLOCK C LOT 62X-HOA	4.616	201,074
BLOCK C LOT 63X-HOA	5.000	217,800
BLOCK R LOT 33	0.143	6,208
BLOCK R LOT 34	0.143	6,208
BLOCK R LOT 35	0.143	6,208
BLOCK R LOT 36	0.143	6,208
BLOCK R LOT 37	0.138	6,016
BLOCK R LOT 38	0.150	6,550
BLOCK V LOT 1	0.273	11,907
BLOCK V LOT 2	0.144	6,267
BLOCK V LOT 3	0.138	6,000
BLOCK V LOT 4	0.138	6,000
BLOCK V LOT 5	0.138	6,000
BLOCK V LOT 6	0.138	6,000
BLOCK V LOT 7	0.138	6,000
ROW	3.464	150,888

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS AUBREY BLACKJACK PARTNERS, LLC AND JOSHUA A. BETHKE, are the owners tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas and being a portion of a remainder of a called 357.561-acre tract of land described in the deed to Aubrey Blackjack Partners, LLC., recorded in Instrument Number 2021-213816, Official Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" set for the northernmost northeast corner of the remainder of a called 125.827-acre tract described in the deed to KLLB AIV, LLC., recorded in Instrument Number 2023-97316, Official Records of Denton County, Texas and being the beginning of a non-tangent curve to the left with a radius of 606.00 feet, a central angle of 01°51'47", and a chord bearing and distance of North 50°01'52" East, 19.70 feet;

THENCE over and across said 357.561-acre tract of land the following courses and distances:

In an easterly direction, with said non-tangent curve to the left, an arc distance of 19.71 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°05'58" East, a distance of 106.29 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 04°05'58" East, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°05'58" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 85°54'02" East, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°05'58" East, a distance of 226.40 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 04°05'58" East, a distance of 14.85 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°05'58" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 85°54'02" East, a distance of 14.85 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°05'58" East, a distance of 560.89 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 03°29'37" East, a distance of 14.07 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 47°53'15" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 87°43'06" East, a distance of 16.23 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 40°38'02" East, a distance of 60.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 03°29'37" West, a distance of 14.07 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 42°06'45" East, a distance of 80.56 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 260.00 feet, a central angle of 21°17'17", and a chord bearing and distance of South 52°45'23" East, 92.35 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 92.89 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 300.00 feet, a central angle of 12°02'56", and a chord bearing and distance of South 57°22'33" East, 62.97 feet;

In an easterly direction, with said reverse curve to the right, an arc distance of 63.09 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 88°44'40" East, a distance of 15.13 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 44°55'08" East, a distance of 50.06 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 02°53'15" West, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 42°06'45" East, a distance of 105.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 47°53'15" East, a distance of 104.90 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 46°18'07" East, a distance of 48.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 43°36'07" East, a distance of 48.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 40°53'34" East, a distance of 48.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 38°11'02" East, a distance of 48.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 53°10'15" East, a distance of 120.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 1,152.50 feet, a central angle of 01°09'16", and a chord bearing and distance of North 36°15'07" East, 23.22 feet;

In a northerly direction, with said non-tangent curve to the left, an arc distance of 23.22 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 54°19'31" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 08°29'12" East, a distance of 14.63 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 52°38'53" East, a distance of 105.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 275.00 feet, a central angle of 21°10'34", and a chord bearing and distance of South 42°03'36" East, 101.06 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 101.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 72°19'08" East, a distance of 14.89 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 24°10'21" East, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 325.00 feet, a central angle of 20°44'40", and a chord bearing and distance of North 55°07'49" East, 117.03 feet;

In an easterly direction, with said non-tangent curve to the left, an arc distance of 117.67 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 45°14'31" East, a distance of 40.60 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°25'03" East, a distance of 400.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°34'57" West, a distance of 120.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°25'03" East, a distance of 8.20 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°34'57" West, a distance of 385.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°25'03" East, a distance of 120.20 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 35°45'20" East, a distance of 25.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 57.50 feet, a central angle of 233°57'26", and a chord bearing and distance of South 62°44'03" East, 102.49 feet;

In an easterly direction, with said non-tangent curve to the left, an arc distance of 234.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°35'53" East, a distance of 12.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°34'57" East, a distance of 5.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°25'03" East, a distance of 120.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 89°34'57" East, a distance of 90.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 00°25'03" East, a distance of 477.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set on the south line of said 357.561-acre tract and the north line of a called 27.37-acre tract of land described in the deed to Deccan Ranch, LLC, recorded in Instrument No. 2019-327 Official Records of Denton County, Texas;

THENCE South 89°34'57" West, along the south line of said 357.561-acre tract, the north line of said 27.37-acre tract, and the south line of aforesaid 5.000-acre tract, a distance of 393.19 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northwest corner of said 27.37-acre tract, common to an ell corner of said 357.561-acre tract;

THENCE South 00°10'43" East, departing the south line of said 5.000-acre tract, along the west line of said 27.37-acre tract and the east line of said 357.561-acre tract, a distance of 274.51 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northeast corner of Highpointe Ranch, Phase 1A an addition to the Town of Aubrey, Texas according to the plat thereof recorded in Instrument No. _____, Plat Records of Denton County, Texas;

THENCE South 89°44'50" West, along the north line of said High Pointe Ranch, Phase 1A, a distance of 228.99 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a northwest corner of said Highpointe Ranch, Phase 1A;

THENCE departing said north line, over and across aforementioned 357.561-acre tract the following courses and distances:

North 00°10'40" West, a distance of 37.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 52°23'03" East, a distance of 115.05 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 37°36'57" West, a distance of 234.04 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 30°40'34" West, a distance of 62.61 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 24°18'32" West, a distance of 63.01 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 17°56'30" West, a distance of 63.01 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 11°34'44" West, a distance of 67.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 11°02'25" West, a distance of 84.90 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 16°05'45" West, a distance of 100.87 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 23°14'14" West, a distance of 176.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 20°46'24" West, a distance of 69.38 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 17°59'04" West, a distance of 70.55 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 16°16'48" West, a distance of 245.06 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 27°19'42" West, a distance of 113.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 39°35'23" West, a distance of 103.49 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 49°05'58" West, a distance of 196.01 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 04°05'58" West, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 49°05'58" West, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 85°54'02" West, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 49°05'58" West, a distance of 228.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 09°23'51" West, a distance of 15.65 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 49°05'58" West, a distance of 50.86 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 77°49'37" West, a distance of 12.51 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southernmost northeast corner of aforementioned 125.827-acre tract;

THENCE North 39°02'15" West, along the northeasterly line of said 125.827-acre tract, a distance of 60.35 feet to the POINT OF BEGINNING and containing 32.472-acres (1,414,481 square feet) of land, more or less.

OWNER'S CERTIFICATIONS

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT AUBREY BLACKJACK PARTNERS, LLC AND JOSHUA A. BETHKE, acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as HIGHPOINTE RANCH PHASE 1C, an addition to the City of Aubrey, Texas, and do 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.

Witness this _____ day of _____, ____.

BY: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF DENTON §

On this ____ day of _____, 2024, before me personally appeared _____ (name of signer), whom I know personally, and acknowledged that he/she executed the same.

Notary Public, State of Texas

Witness this _____ day of _____, ____.

BY: _____
Joshua A. Bethke, Trustee

STATE OF TEXAS §

COUNTY OF DENTON §

On this ____ day of _____, 2024, before me personally appeared _____ (name of signer), whom I know personally, and acknowledged that he/she executed the same.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that a survey was made on the ground of the property described hereon under my personal supervision and the iron rods were placed in accordance with the subdivision rules and regulations of the City of Aubrey, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone 972-335-3580

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, a Notary Public in and for The State of Texas, on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the 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 AND SEAL OF OFFICE this the _____ day of _____, ____.

Notary Public, State of Texas

CERTIFICATE OF FINAL PLAT APPROVAL

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

CHRIS RICH, MAYOR
CITY OF AUBREY, TEXAS

FINAL PLAT
HIGHPOINTE RANCH PHASE 1C
32.472 ACRES

BLOCK V, LOTS 1-7 & BLOCK R, LOTS 33-38
BLOCK C, LOTS 61X-HOA, 62X-HOA AND 63X-HOA

13 RESIDENTIAL LOTS
3 HOA LOTS

F. TREVINO SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CLS	SG	04/01/2024	063451861	2 OF 2

OWNER:
Aubrey Blackjack Partners, LLC
4514 Cole Avenue, Suite 1650
Dallas, Texas 75205
Phone: 214-674-9670
Contact: Chad Vose

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Thomas L. Fletcher, P.E.



*Case Report –Preliminary Plat Application, Trivedi Addition
Planning and Zoning Commission –April 11, 2024
City Council – April 25, 2024*

To: Mayor, City Council, Planning and Zoning Commission

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

Request: Consider and make a recommendation to City Council regarding a Preliminary Plat for the Trivedi Addition for 2 lots in 25.159 acres of land out of the F. Trevino, Abstract No. 1243, within the City of Aubrey, Denton County, Texas

Owner: Pretium Capital, LLC, Contact Bhadresh Trivedi

Engineer: Kimley Horn (Matt Lucas, P.E.)

Application Date: March 27, 2024

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

Zoning: Planned Development District (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 in accordance with the agreement, the property was annexed and zoned on March 28, 2024. The Preliminary Plat is consistent with the Development Agreement and the approved zoning ordinance.

The Preliminary Plat consists of 25.159 acres for:

- 1 PD General Retail Lot 1, Block A, 2.705 acres
- 1 PD Government Use Lot 2, Block A, 19.292 acres
- Right-of-way dedication for FM 428/Springhill Road and McNatt Road

The Government Use Lot 2, Block A will accommodate a city park, and Upper Trinity Pump Station, and other government uses.

Utilities: Water and sanitary sewer service will be provided by the City of Aubrey.

Engineer Review: The City Engineer has reviewed the preliminary utility plans accompanying the Preliminary Plat and the review comments are included in this report.

The City Engineer for this project, Gary Hendricks, P.E., has stated the comments related to the sanitary sewer easements and final layout can be addressed during the final design stage and final plat stage of the project.

Recommendation:

The Preliminary Plat for the Trivedi Addition is recommended for approval subject to the following conditions:

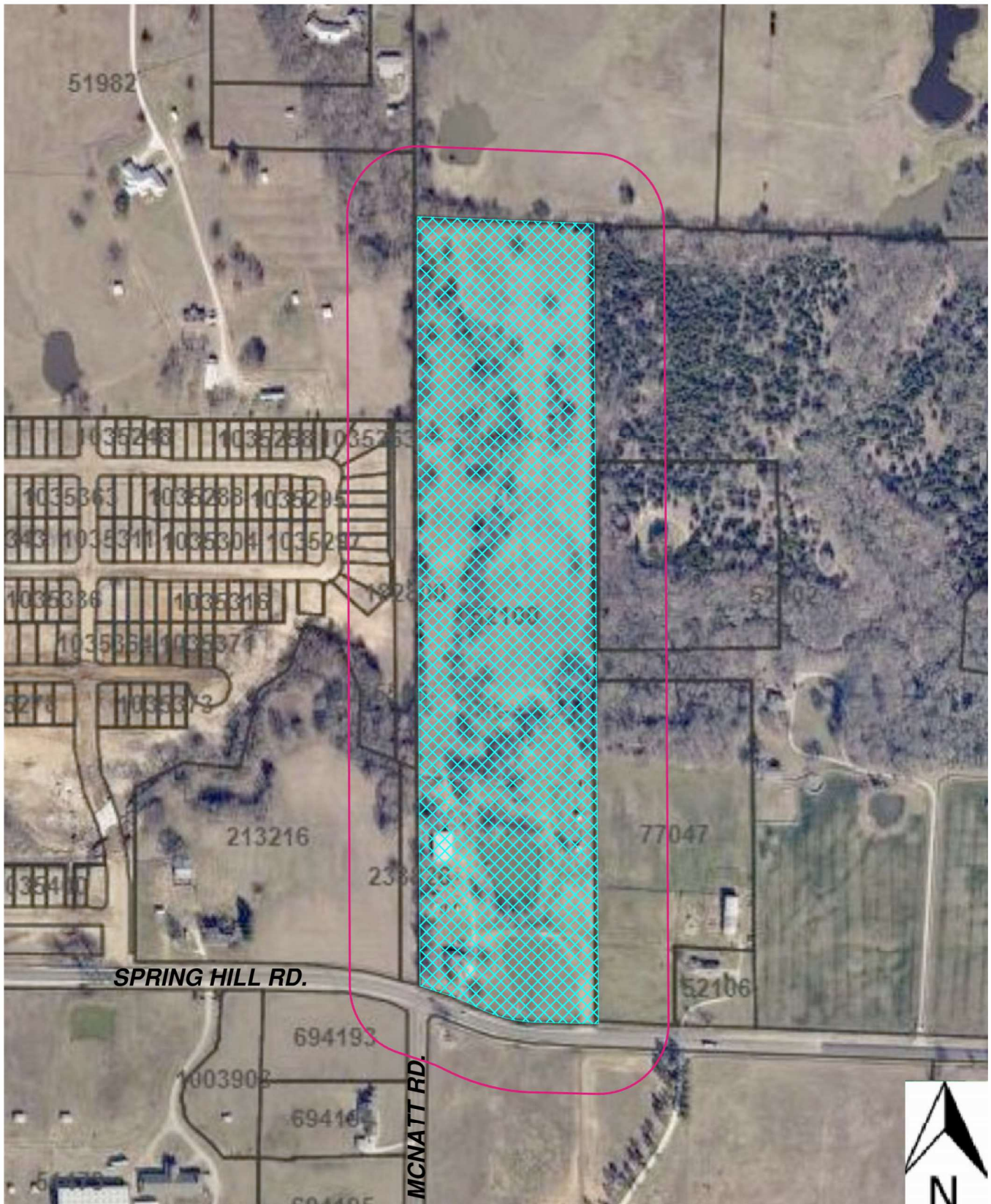
1. Approval of preliminary engineering plans may be resolved during the final design/final plat stage. The review comments are included in this report;
2. Sheet 3 shall reference to correct plat name, Trivedi Addition;
3. Sheet 2 NOTES Section shall match Sheet 1; and
4. The deed overlap information shall be resolved prior to execution and filing of a Final Plat at the County.

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.

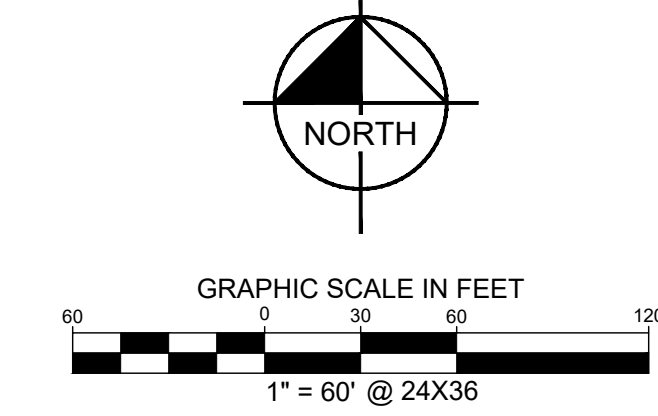
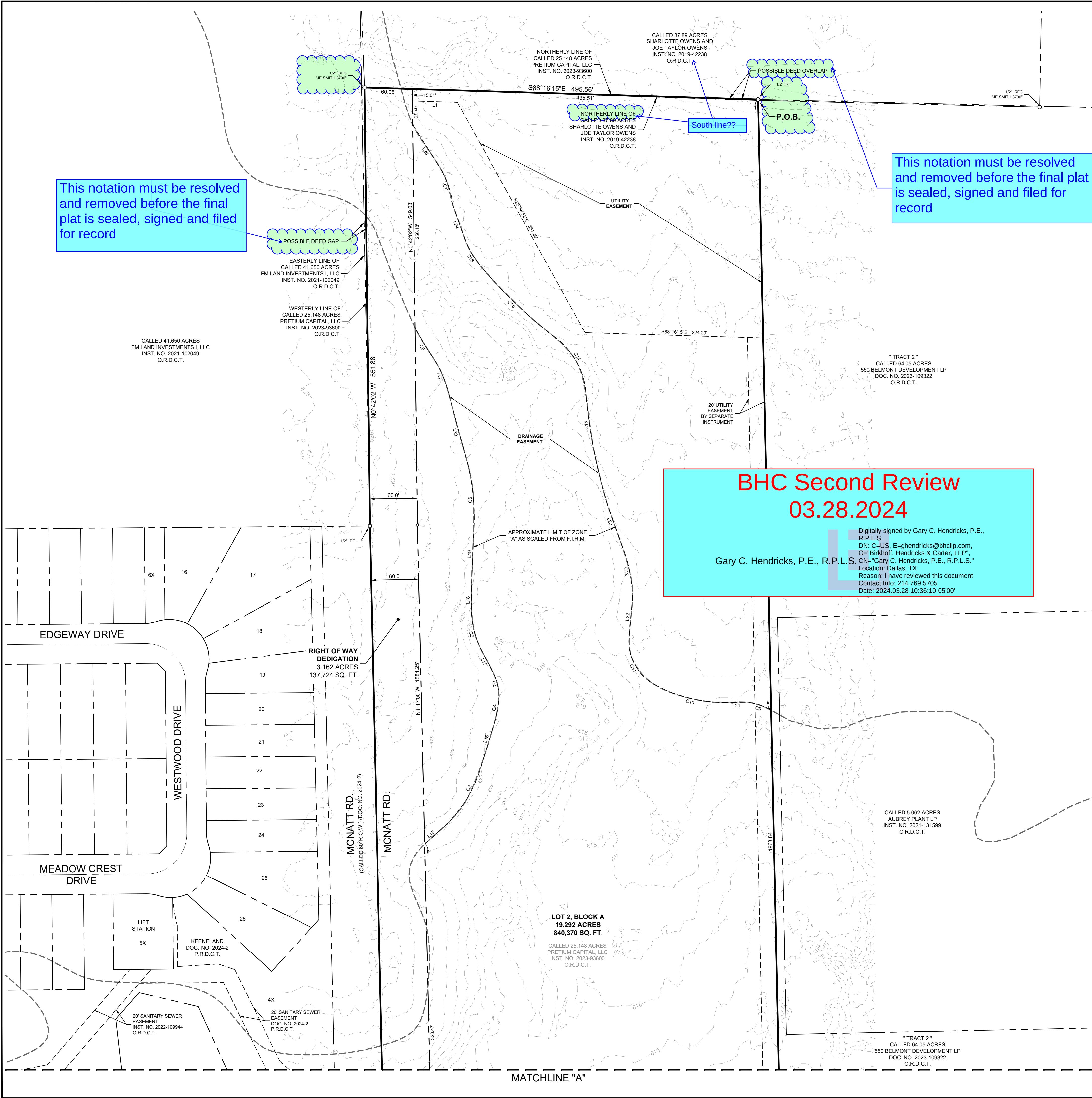
Attachments:

1. Location Map
2. Trivedi Addition Preliminary Plat (with review comments)
3. Trivedi Addition Utility Plan (with review comments)
4. Trivedi Addition Drainage Plan (with review comments)
5. PD Zoning Ordinance No. 831-24
6. ETJ Development Agreement



LOCATION MAP

**TRIVEDI ADDITION
PRELIMINARY PLAT
2 LOTS
±25.159 ACRES**

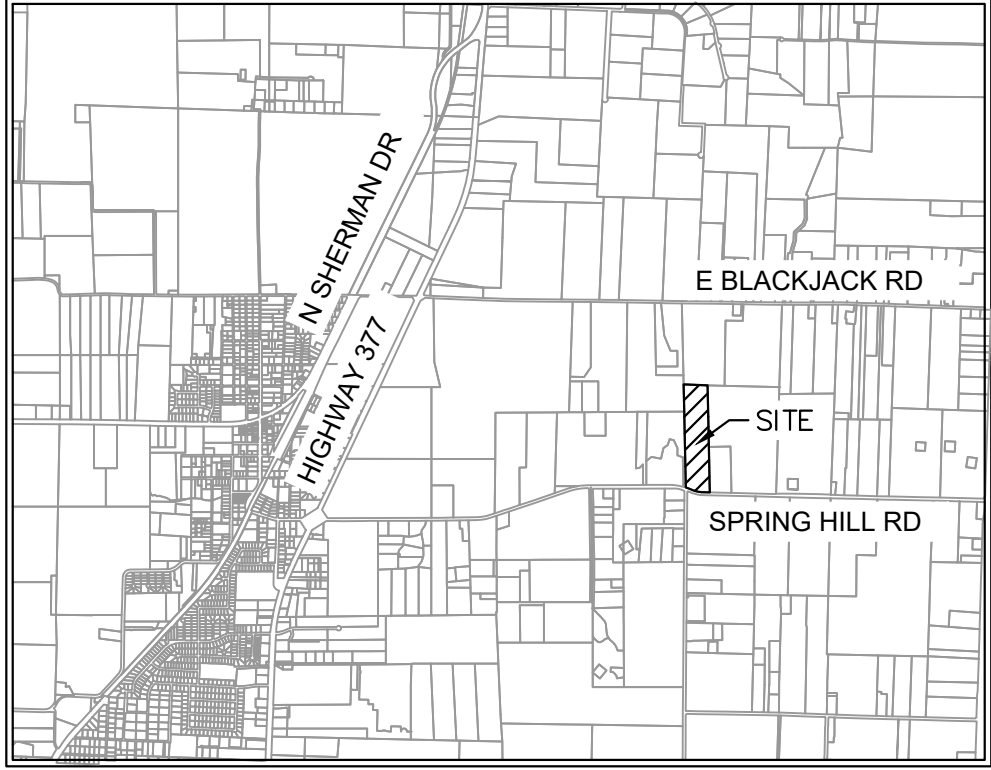


LEGEND	
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRSC	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	CAPPED IRON ROD FOUND
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
M.F.F.E.	MINIMUM FINISHED FLOOR ELEVATION

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	PHASE LINE
	BUILDING LINE

Notes :

- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
- Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law and is subject to fines and withholding of utilities and building permits.
- 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.
- Blocking the flow of water or constructing improvements in surface drainage easements, and filling or obstructing the floodway is prohibited.
- The City of Aubrey will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding conditions.
- 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.
- No construction, without written approval from the City of Aubrey shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result, that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finish floor elevations shall be a minimum of two foot above the 100-year flood elevation.
- The City of Aubrey will be responsible for the maintenance of all public infrastructure that is constructed in right-of-way or easements that are dedicated to the public or the City of Aubrey.



VICINITY MAP
SCALE: 1" = 4,000'

- FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0265G, for Denton County, Texas and incorporated areas, dated 04/18/2011, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)". 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. Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
- Water service to be provided by the City of Aubrey.
- Sanitary Sewer to be provided by the City of Aubrey.
- All utilities and drainage structures are located in the right-of-way except as shown.
- 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 0.999855348.

LINE TABLE		
NO.	BEARING	LENGTH
L1	S88°16'15"E	56.72
L2	N01°20'10"E	27.29
L3	N88°43'00"E	11.48
L4	N10°37'04"E	35.68
L5	N10°37'04"E	33.57
L6	S88°42'34"W	12.67
L7	S01°17'26"E	15.00
L8	N88°42'34"E	12.67
L9	S88°43'00"W	12.50
L10	S01°17'00"E	15.00
L11	N88°43'00"E	12.50
L12	N15°05'48"W	90.73
L13	N11°10'00"E	73.70
L14	N79°03'01"W	53.87
L15	N47°43'30"E	33.72
L16	N17°29'54"E	48.52
L17	N27°59'06"W	27.28
L18	N00°31'45"W	18.79
L19	N02°06'37"E	66.64
L20	N15°11'53"W	89.04
L21	S89°17'10"W	27.04
L22	N05°13'27"E	44.80
L23	N19°20'45"W	53.58
L24	N19°31'18"W	43.98
L25	N32°03'04"W	69.67
L26	N46°46'32"E	40.75
L27	N16°18'59"E	41.03
L28	N00°02'39"E	162.22
L29	N04°42'35"W	189.25
L30	N82°30'02"E	35.49

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	17°48'39"	204.98	63.72	N87°10'25"W
C2	33°15'39"	165.24	95.92	N30°18'08"E
C3	14°51'56"	143.90	37.33	N09°41'53"E
C4	28°35'06"	69.97	34.91	N16°14'00"W
C5	27°35'21"	113.59	54.69	N13°00'56"W
C6	18°40'15"	293.60	95.67	N04°02'52"W
C7	20°20'31"	149.25	52.99	N22°52'19"W
C8	7°05'37"	354.90	43.94	N31°01'40"W
C9	25°00'01"	75.53	32.96	N72°11'21"W
C10	29°36'27"	180.81	93.43	N75°27'02"W
C11	67°13'18"	62.04	72.79	N26°50'58"W
C12	22°05'57"	183.11	70.63	N10°53'12"W
C13	12°11'55"	659.50	140.41	N11°12'04"W
C14	54°08'57"	94.79	89.59	N28°55'26"W
C15	12°10'28"	620.05	131.75	N45°42'15"W
C16	18°23'07"	108.97	34.97	N28°49'48"W
C17	19°46'50"	133.09	45.95	N17°46'32"W
C23	16°31'35"	274.75	79.25	N71°39'47"E
C24	3°57'31"	662.82	45.79	N80°39'11"E

PRELIMINARY PLAT
TRIVEDI ADDITION
25.159 ACRES

1 NON RESIDENTIAL LOT (2.705 ACRES)
1 GOVERNMENT USES LOT (19.292 ACRES)
RIGHT OF WAY DEDICATION (3.162 ACRES)

F. TRIVEDI SURVEY, ABSTRACT NO. 1243
CITY OF AUBREY, DENTON COUNTY, TEXAS

Kimley»Horn

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FIRM # 10193822

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SG	KHA	MARCH 2024	064523803	1 OF 3

OWNER:
Pretium Capital, LLC
2504 Loftsmoor Lane
Piano, Texas 75025
Phone: 214-208-5078
Contact: Bhadrash Trivedi

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-5580
Contact : Sylviana Gunawan, R.P.L.S.

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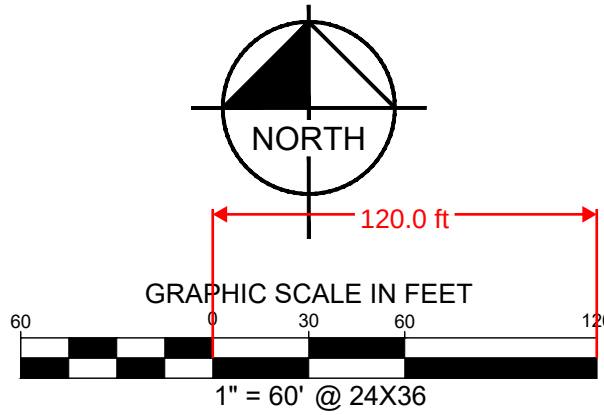
MATCHLINE "A"

Please confirm:

1. This sanitary sewer easement is granted to Mustang Special Utility District, not City of Aubrey, correct?

2. If yes, then an agreement between Mustang SUD and Aubrey is necessary to utilize the easement.

3. Add notation that the sewer easement "offset" will be rectified during final design and final plat stage.



LEGEND

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O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRSC	5/8" IRON ROD W/ "KHA" CAP SET
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B.L.	BUILDING LINE
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S.S.E.	SANITARY SEWER EASEMENT
M.F.F.E.	MINIMUM FINISHED FLOOR ELEVATION

LINE TYPE LEGEND

---	BOUNDARY LINE
- - - -	EASEMENT LINE
- . - . -	PHASE LINE
---	BUILDING LINE

Notes :

- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
- Selling a portion of this addition by metes and bounds is a violation of City Ordinance and state law and is subject to fines and withholding of utilities and building permits.
- 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.
- Blocking the flow of water or constructing improvements in surface drainage easements, and filling or obstructing the floodway is prohibited.
- The City of Aubrey will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding conditions.
- 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.
- ~~Construction not completed within two years of approval subject to current County Subdivision Rules and Regulations.~~
- No construction, without written approval from the City of Aubrey shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result; that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finish floor elevations shall be a minimum of two feet above the 100-year flood elevation.
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- Water service to be provided by the City of Aubrey.
- Sanitary Sewer to be provided by the City of Aubrey.
- ~~The City of Aubrey shall not be responsible for the maintenance of any private facilities, including but not limited to, HOA or High Pointe Ranch Municipal Utility District No. 1 open space lots, private parks, amenity center(s), development signage and entry features. Maintenance of these facilities shall be the responsibility of either the HOA or High Pointe Ranch Municipal Utility District No. 1, and the HOA and High Pointe Ranch Municipal Utility District No. 1 hold harmless the City of Aubrey from all claims, damages and losses arising out of or resulting from performance of the obligations said HOA or High Pointe Ranch Municipal Utility District No. 1.~~
- All utilities and drainage structures are located in the right-of-way except as shown.
- 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 0.999855348.
- ~~Lot 2, Block A shall be dedicated as a drainage easement.~~

PRELIMINARY PLAT
TRIVEDI ADDITION
25.159 ACRES

1 NON RESIDENTIAL LOT (2.705 ACRES)
1 GOVERNMENT USES LOT (19.292 ACRES)
RIGHT OF WAY DEDICATION (3.162 ACRES)

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Contact : Thomas L. Fletcher, P.E.

Seems odd to reference a found iron road that is not in the vicinity of the IRSC. Perhaps show the IRFC on the face of the plat.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS PRETIUM CAPITAL, LLC, is the owner of a tract of land situated in the F. Trevino Survey, Abstract No. 1243, Denton County, Texas, and being all of a called 25.148 acre tract of land described in a deed to Pretium Capital, LLC, as recorded in Document No. 2023-93600 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northeast corner of said 25.148 acre tract, common to the northwest corner of a called 64.05 acre tract of land described as "Tract 2" in a deed to 550 Belmont Development LP, as recorded in Document No. 2023-109322 of the Official Records of Denton County, Texas;

THENCE South 01°12'52" East, along the easterly line of said 25.148 acre tract, the westerly line of said 64.05 acre tract, and the westerly line of a called 9.971 acre tract of land described in a deed to L.B. Trotter and wife, Catherine M. Peterson, as recorded in Instrument No. 2005-92268 of the Official Records of Denton County, Texas, a distance of 2,223.59 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 25.148 acre tract, common to the southwest corner of said 9.971 acre tract, being on the northerly right of way line of F.M. Highway No. 428, an 80 foot wide right of way;

THENCE North 88°36'11" West, along the southerly line of said 25.148 acre tract and the northerly right of way line of said F.M. Highway No. 428, a distance of 114.34 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 676.20 feet, a central angle of 17°53'15", and a chord bearing and distance of North 79°39'34" West, 210.25 feet, from which, a 1/2 inch iron rod with plastic cap stamped "Old Town Surveying" found for witness bears North 83°14' West, 45.85 feet;

THENCE in a northwesterly direction continuing along the southerly line of said 25.148 acre tract and the northerly right of way line of said F.M. Highway No. 428, with said tangent curve to the right, an arc distance of 211.11 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner, from which, a 1/2 inch iron rod with plastic cap stamped "Old Town Surveying" found for witness bears South 69°35' East, 9.61 feet;

THENCE North 70°42'57" West, continuing along the southerly line of said 25.148 acre tract and the northerly right of way line of said F.M. Highway No. 428, a distance of 189.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 25.148 acre tract, common to the southeast corner of a called 12.381 acre tract of land described in a deed to Ganesh V. Ramachandruia and Naga Sriballi Paramathmuni, as recorded in Instrument No. 2020-156040 of the Official Records of Denton County, Texas, from which, a fence post found for witness bears North 07°02' West, 0.99 feet;

THENCE North 01°17'00" West, departing the northerly right of way line of said F.M. Highway No. 428, along the westerly line of said 25.148 acre tract, the easterly line of said 12.381 acre tract, and the easterly line of a called 16.597 acre tract of land described in a deed to Aubrey 81 West LP, as recorded in Instrument No. 2021-123337 of the Official Records of Denton County, Texas, a distance of 1,583.41 feet to a 1/2 inch iron rod found for the northeast corner of said 16.597 acre tract, common to the southeast corner of a called 41.650 acre tract of land described in a deed to FM Land Investments I, LLC, as recorded in Instrument No. 2021-102049 of the Official Records of Denton County, Texas;

THENCE North 00°42'02" West, continuing along the westerly line of said 25.148 acre tract, a distance of 551.88 feet to a 1/2 inch iron rod with plastic cap stamped "JE Smith 3700" found for the northwest corner of said 25.148 acre tract, common to the southwest corner of a called 37.89 ace tract of land described in a deed to Shariotte Owens and Joe Taylor Owens, as recorded in Instrument No. 2019-42238 of the Official Records of Denton County, Texas;

THENCE South 88°16'15" East, along the northerly line of said 25.148 acre tract, a distance of 495.56 feet to the **POINT OF BEGINNING** and containing 25.159 acres (1,095,944 square feet) of land, more or less.

OWNER'S DEDICATION STATEMENT

STATE OF TEXAS §
COUNTY OF DENTON §

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT **PRETIUM CAPITAL, LLC**, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **TRIVEDI PARK**, an addition to the City of Aubrey, Texas, and does hereby dedicate, in fee simple, to the public use ~~to be known as TRIVEDI PARK~~ 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.

Witness this _____ day of _____, 20__.

BY: **PRETIUM CAPITAL, LLC**, a Texas limited liability company

BY: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority, a notary public in an for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed for the purpose and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that a survey was made on the ground of the property described hereon under my personal supervision and the iron rods were placed in accordance with the subdivision rules and regulations of the City of Aubrey, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone 972-335-3580

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, a Notary Public in and for The State of Texas, on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the 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 AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public, State of Texas

Correct Plat Name to match title block

UTILITY COMPANY APPROVAL

ELECTRIC COMPANY:

CoServ _____ Date _____

GAS COMPANY:

CoServ _____ Date _____

APPROVED AND ACCEPTED:

CHRIS RICH, MAYOR
CITY OF AUBREY, TEXAS

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF AUBREY, TEXAS, **HEREBY CERTIFIES** THAT THE FOREGOING PRELIMINARY PLAT OF **TRIVEDI PARK**, AN ADDITION TO THE CITY OF AUBREY, TEXAS, IS **APPROVED BY THE** CITY OF AUBREY THIS _____ DAY OF _____, 20__, AND THE CITY OF AUBREY DOES HEREBY ACCEPTED THE DEDICATION OF STREETS AS SHOWN AND SET FORTH IN AND UPON SAID FINAL PLAT, AND THAT THE CITY OF AUBREY FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS NAME AS HEREIN ABOVE SUBSCRIBED.

ATTEST THIS _____ DAY OF _____, 20__

CITY SECRETARY,
CITY OF AUBREY, TEXAS

PRELIMINARY PLAT
TRIVEDI ADDITION
25.159 ACRES



1 NON RESIDENTIAL LOT (2.705 ACRES)
1 GOVERNMENT USES LOT (19.292 ACRES)
RIGHT OF WAY DEDICATION (3.162 ACRES)

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Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	MARCH 2024	064523803	3 OF 3

OWNER:
Pretium Capital, LLC
2504 Loftsmoor Lane
Piano, Texas 75025
Phone: 214-208-5078
Contact: Bhadresh Trivedi

SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Sylviana Gunawan, R.P.L.S.

APPLICANT:
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone: 972-335-3580
Contact : Thomas L. Fletcher, P.E.

3. Seems Mustang SUD force main could terminate at the east side of McNatt with a Mustang SUD meter station located here and a single gravity main (combined Mustang SUD Trivedi Addition flows) to the lift station.

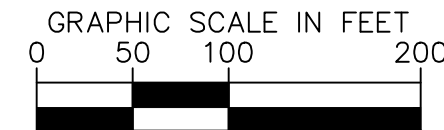
CALLED 41.650 ACRES
 FM LAND INVESTMENTS I, LLO
 INST. NO. 2021-102049
 O.R.D.C.T.

This sewer manhole will be too close to the proposed water line (does not meet TCEQ spacing requirements) and will likely be in conflict with future storm drain lines in McNatt. Recommend modifying sewer alignment as shown with new "offsite" easement from adjoiner HOA tract.

BHC Second Review

03.28.2024

Digitally signed by Gary C. Hendricks,
P.E., R.P.L.S.
DN: C=US, E=ghendricks@bhcllp.com,
O="Birkhoff, Hendricks & Carter, LLP",
CN="Gary C. Hendricks, P.E., R.P.L.S."
Location: Dallas, TX
Reason: I have reviewed this document
Contact Info: 214.769.5705
Date: 2024.03.28 10:38:06-05'00'



GENERAL NOTES

1. REFER TO CITY OF AUBREY DESIGN GUIDELINES AND STANDARD CONSTRUCTION DETAILS FOR ALL WATER AND SANITARY SEWER REQUIREMENTS.
2. THE UTILITY LAYOUT SHOWN IS PRELIMINARY IN NATURE AND SUBJECT TO APPROVAL BY THE CITY OF AUBREY.

SANITARY

1. EXISTING SANITARY SEWER INFRASTRUCTURE AND EASEMENTS SHOWN PER KEENELAND SINGLE-FAMILY DEVELOPMENT CIVIL PLANS BY PELOTON LAND SERVICES DATED OCTOBER 2022. CONSTRUCTION TIMELINE FOR THESE IMPROVEMENTS ARE UNKNOWN.
2. ALL PROPOSED SANITARY SEWER MAINS ARE 8" UNLESS SHOWN OTHERWISE.
3. SANITARY SEWER MAINS SHALL EXIST 3' BEHIND THE PROPOSED BACK-OF-CURB FOR FUTURE MCNATT ROADWAY PER CITY OF AUBREY STANDARDS.

WATER

1. EXISTING 16" WATER MAIN SHOWN PER 16-INCH WATER LINE W1 PLANS BY BIRKHOFF, HENDRICKS, & CARTER, L.L.P. DATED OCTOBER 2023. CONSTRUCTION TIMELINE FOR THIS 16" WATER MAIN IS UNKNOWN.
2. ALL WATER MAIN STUBS TO SUBJECT SITE SHALL BE 8" UNLESS SHOWN OTHERWISE.
3. WATER MAINS SHALL EXIST 2' BEHIND THE PROPOSED BACK-OF-CURB FOR FULL MOUNT ROADWAY PER CITY OF AUBREY STANDARDS.
4. PROP. UTILITY PWD NO. 2 8 MGD PUMP STATION SHOWN SCHEMATICALLY PER SUBMITTAL COMMENTS BY BIRKHOFF, HENDRICKS, & CARTER, LLP. THIS IS SUBJECT TO FINAL DESIGN AND APPROVAL BY THE CITY OF AUBREY.

	PROPERTY LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY LINE
	PROPOSED STORM LINE
	EXISTING POWER LINE
	EXISTING POWER POLE
	EXISTING WATER LINE
	EXISTING SANITARY LINE
	EXISTING STORM
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED FIRE HYDRANT

Kimley»Horn

33455 NOEL RD. TWO GALLERIA OFFICE TOWER
SUITE 700 DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
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KHA PROJECT	DATE	SCALE	AS SHOWN
064523803	3/27/2024	DESIGNED BY	M
		DRAWN BY	W
		CHECKED BY	M

WNEC FUTURE MCNATT AND
SPRING HILL RD
PREPARED FOR
THE CITY OF AUBREY
AUBREY, TX

PRELIMINARY
UTILITY PLAN

SHEET NUMBER
C-001

CITY OF AUBREY
ORDINANCE NUMBER 831-24

PLANNED DEVELOPMENT DISTRICT

AN ORDINANCE OF THE CITY OF AUBREY, TEXAS, AMENDING EXHIBIT 14A, “ZONING ORDINANCE,” IN CHAPTER 14, “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF AUBREY, TEXAS, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING FROM UNZONED TO PLANNED DEVELOPMENT DISTRICT WITH GENERAL RETAIL AND GOVERNMENT USES (“PD 831-24”) AS THE ZONING CLASSIFICATION FOR APPROXIMATELY 25.148 ACRES OF LAND, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SPRING HILL ROAD/FM 428 AND FUTURE MCNATT ROAD, BEING SITUATED IN THE F. TREVINO SURVEY, ABSTRACT NO. 1243, CITY OF AUBREY, DENTON COUNTY, TEXAS; MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A”; PROVIDING A CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT “B”; PROVIDING DEVELOPMENT REGULATIONS, ATTACHED HERETO AS EXHIBIT “C”; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING FOR AMENDING OFFICIAL ZONING MAP; PROVIDING FOR PENALTIES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CODIFICATION; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the property owners own a 25.148-acre tract of land, generally located at the northeast corner of Spring Hill Road and future McNatt Road, and situated in the F. Trevino Survey, Abstract No. 1243, legally described and depicted in **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, approximately 25.148 acres of the Property was recently annexed into the City boundaries and is currently unzoned; and

WHEREAS, the City received a request from the property owner to change the zoning the Property to Planned Development District with general retail and government uses (“Ordinance 831-24”); and

WHEREAS, the Concept Plan and Development Regulations, as set forth in Exhibit B and Exhibit C, attached hereto and incorporated herein, define the land uses and standards for the development of the Property; and

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

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

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

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

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

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

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

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

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

SECTION 1. INCORPORATION OF PREMISES

It is hereby officially determined that the recitations contained above in the preamble of this Ordinance are true and correct findings of the City Council and are incorporated into the body of this Ordinance for all purposes.

SECTION 2. ZONING AMENDMENT

Exhibit 14-A “Zoning Ordinance” of Chapter 14, “Zoning” of the City of Aubrey Code of Ordinances is hereby amended to change the zoning of the Property, described and depicted in Exhibit A attached hereto and incorporated herein, from unzoned to Planned Development District with General Retail and Government Uses (“Ordinance 831-24”) as the zoning classification, subject to the regulations set forth in the Exhibits listed below, which Exhibits are attached hereto and incorporated as if fully set

forth herein, and all applicable City ordinances and regulations governing, except as may be modified by this Ordinance:

Exhibit B: Concept Plan
Exhibit C: Development Regulations

SECTION 3. ZONING MAP

The official zoning map of the City shall be amended to reflect the change in zoning described herein to Ordinance 831-24.

SECTION 4. COMPLIANCE REQUIRED

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

SECTION 5. PENALTY

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

SECTION 6. CUMULATIVE REPEALER/SAVINGS

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

SECTION 7. SEVERABILITY

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

SECTION 8. CODIFICATION

The City Secretary is hereby directed to authenticate this Ordinance by seal and signature and to properly codify this Ordinance as required by Section 3.16 of the Aubrey Home Rule Charter.

SECTION 9. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE

This Ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS
ON THIS 28TH DAY OF MARCH, 2024.**

APPROVED:

Chris Rich, Mayor

ATTEST:

Jenny Hicks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT A
PROPERTY LEGAL 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, 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 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 A
PROPERTY LEGAL DEPICTION**

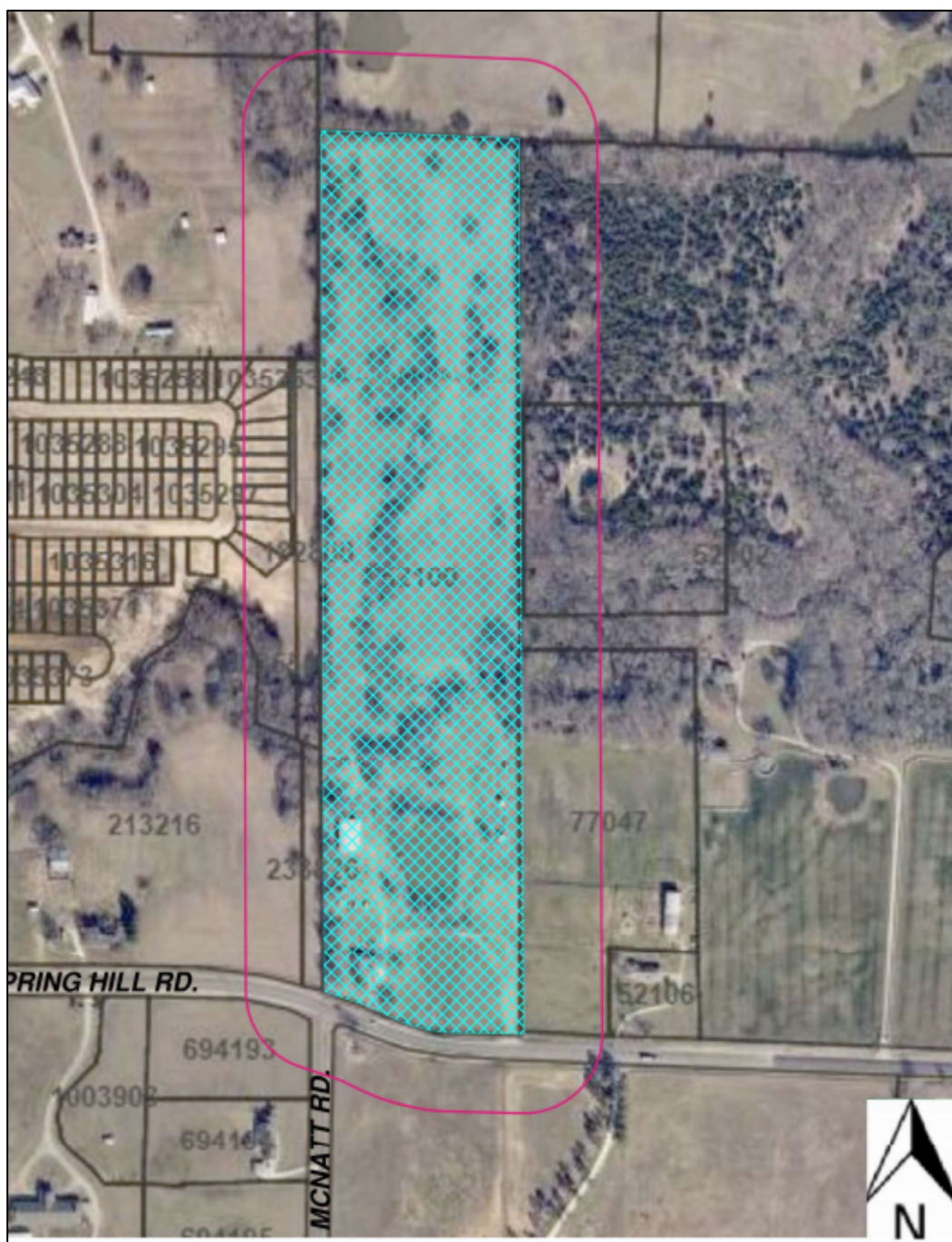


EXHIBIT B CONCEPT PLAN

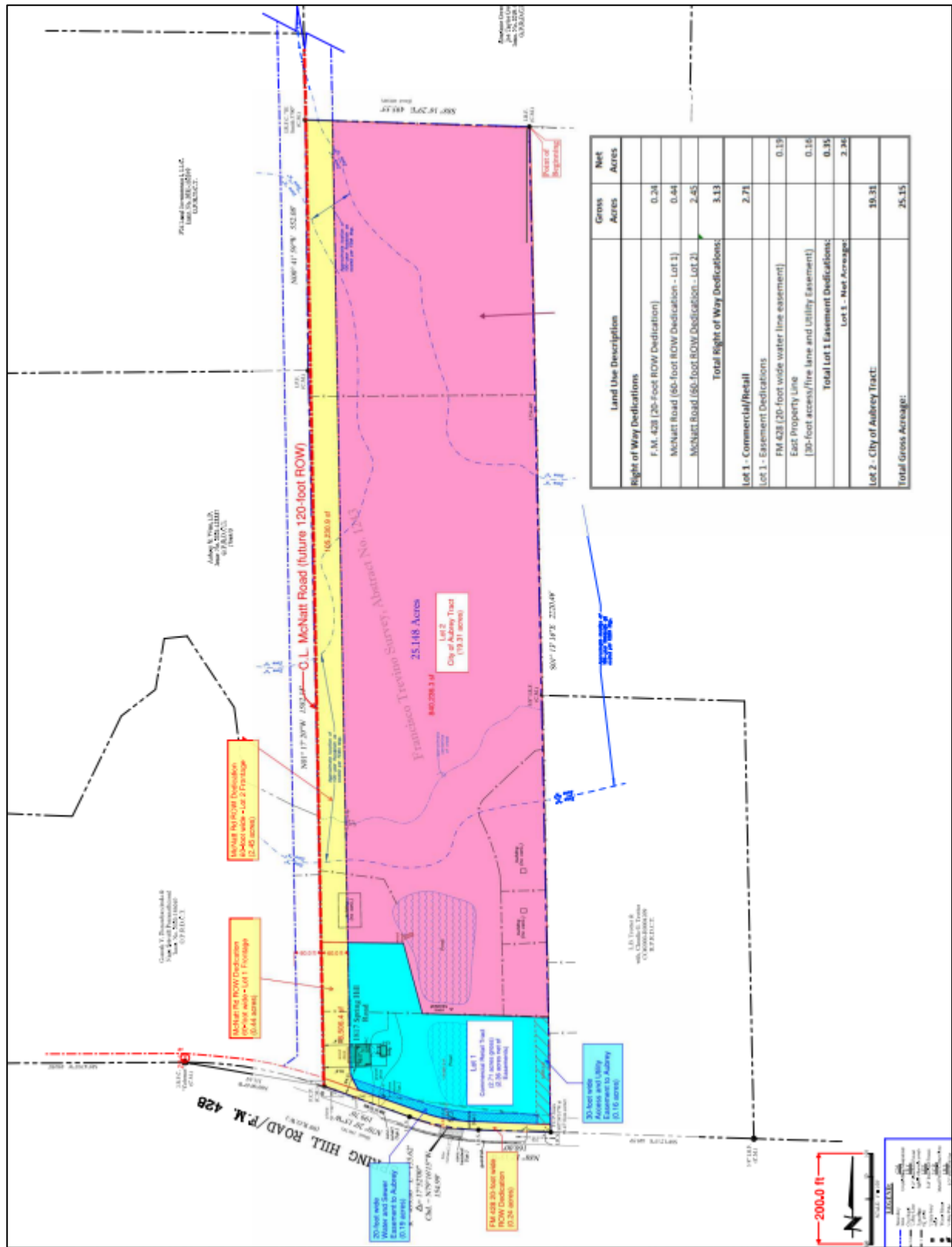


EXHIBIT C

DEVELOPMENT REGULATIONS

General Retail Tract Uses and Development Regulations (Lot 1):

Permitted uses and development regulations outlined in the General Retail (GR) District as shown in the Zoning Ordinance shall apply to the Tract and shall also include the following:

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

The following uses shall be expressly prohibited on Lot 1s:

1. Variety Store. A retail establishment that offers for sale an assortment of inexpensive or discounted physical goods, products or merchandise directly to the consumer such as food or beverages for off-premise consumption, household products, personal grooming and health products and other consumer goods. Variety Store does not include a retail store that: contains a prescription pharmacy; sells gasoline or diesel fuel; or primarily sells specialty food items (e.g. meat, seafood, cheese, oils and vinegars, or confectioneries).
2. Vehicle parking lot use and/or parking structure use as primary commercial use. However, parking lots and/or parking structures associated with a business are permitted; and
3. Outside Storage uses.

Government Tract Uses and Development Regulations (Lot 2):

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. This 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.

The Development Regulations shall be the General Retail (GR) District regulations as listed in the Zoning Ordinance.

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

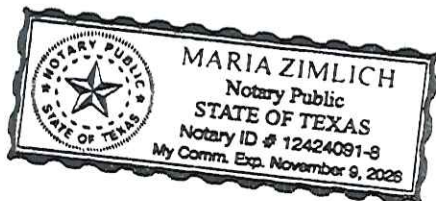
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COUNTY OF DENTON

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)



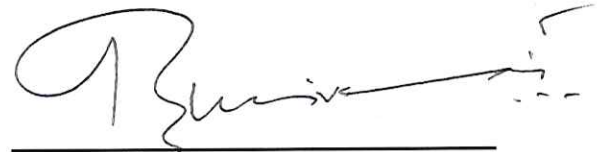
MARIA Zimlich
Name printed or typed

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

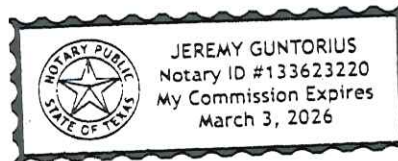


EXHIBIT A
METES AND BOUND DESCRIPTION/SURVEY OF THE PROPERTY

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 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 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;

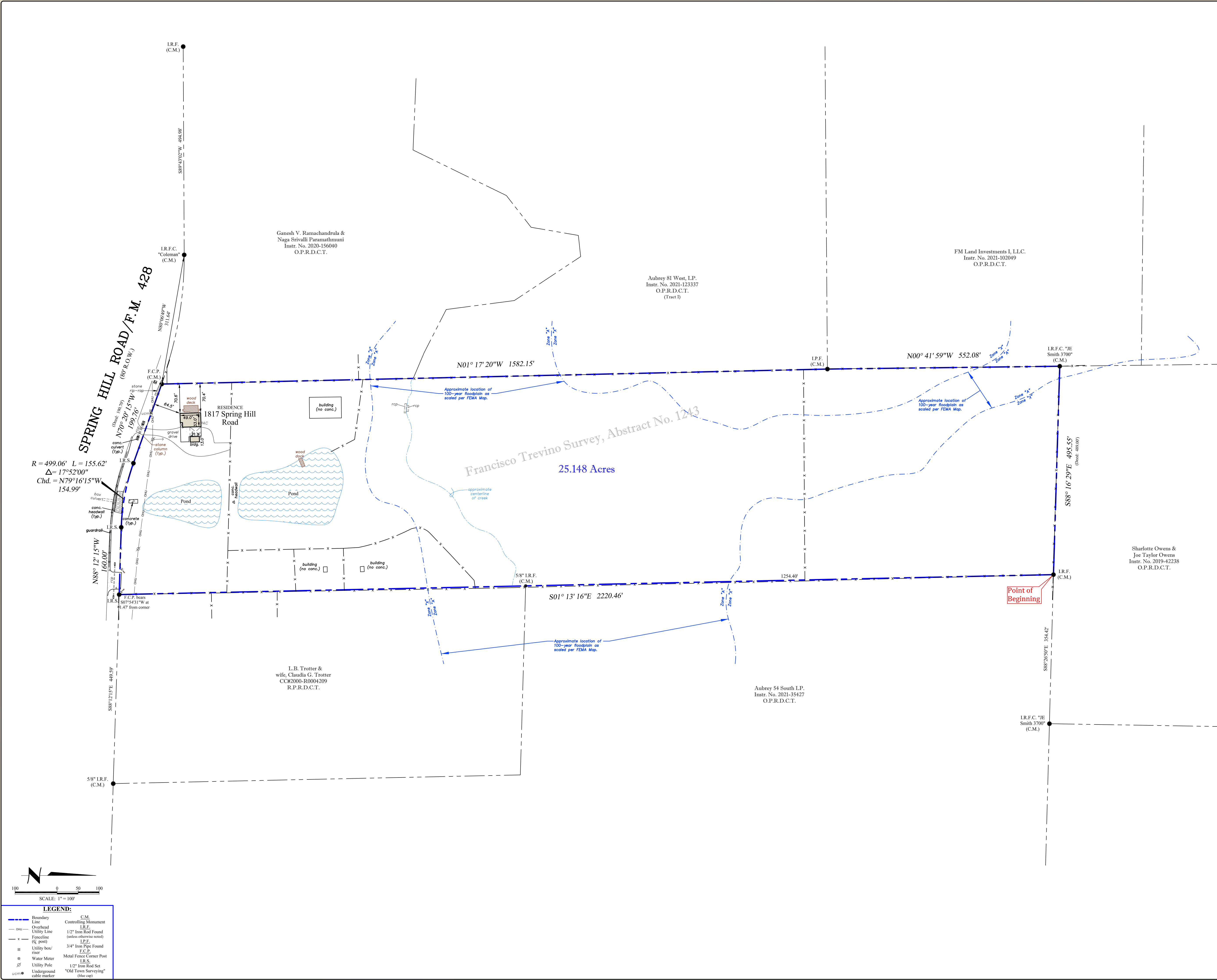
THENCE North 01 degrees 17 minutes 20 seconds West, a distance of 1582.15 feet to a 3/4 inch iron pipe found for corner being the northeast corner of a tract of land described by deed to

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



FreedomTitle

132 W. Main Street,
Lewisville, TX 75067
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", "Y", "V", "AE", "AH", "AO", "A1", "A2", "A3", "A4", "A5", "A6", "A7", "A8", "A9", "A10", "A11", "A12", "A13", "A14", "A15", "A16", "A17", "A18", "A19", "A20", "A21", "A22", "A23", "A24", "A25", "A26", "A27", "A28", "A29", "A30", "A31", "A32", "A33", "A34", "A35", "A36", "A37", "A38", "A39", "A40", "A41", "A42", "A43", "A44", "A45", "A46", "A47", "A48", "A49", "A50", "A51", "A52", "A53", "A54", "A55", "A56", "A57", "A58", "A59", "A60", "A61", "A62", "A63", "A64", "A65", "A66", "A67", "A68", "A69", "A70", "A71", "A72", "A73", "A74", "A75", "A76", "A77", "A78", "A79", "A80", "A81", "A82", "A83", "A84", "A85", "A86", "A87", "A88", "A89", "A90", "A91", "A92", "A93", "A94", "A95", 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EXHIBIT C
LAND PURCHASE AGREEMENT



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

FARM AND RANCH CONTRACT

11-07-2022



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

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.

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TREC NO. 25-15

Specialty Land Services LLC, 1341 S Preston Rd Celina TX 75034
Buddy Minett

Phone: 972.679-9488

Fax: 972.382.4748

Jeffrey Scott

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(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.

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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

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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.

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- 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.

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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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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.comE-mail/Fax: _____
With a copy to Buyer's agent at:E-mail/Fax: _____
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

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

Page 9 of 11 11-07-2022

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]
Seller
B3BDA9CC42E748E...

7/10/2023

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.

Contract Concerning _____

(Address of Property) _____

Page 10 of 11 11-07-2022

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

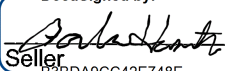


Seller and Buyer as an intermediary

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

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 Paramathuni, 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

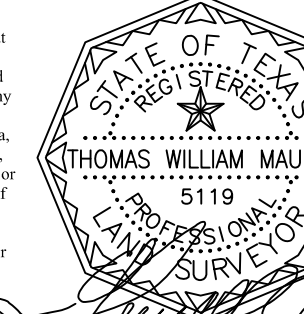
Fieldwork Date: 07/20/2023 Party Chief: BH

Job No.: 202307106-2 Tech: JJ

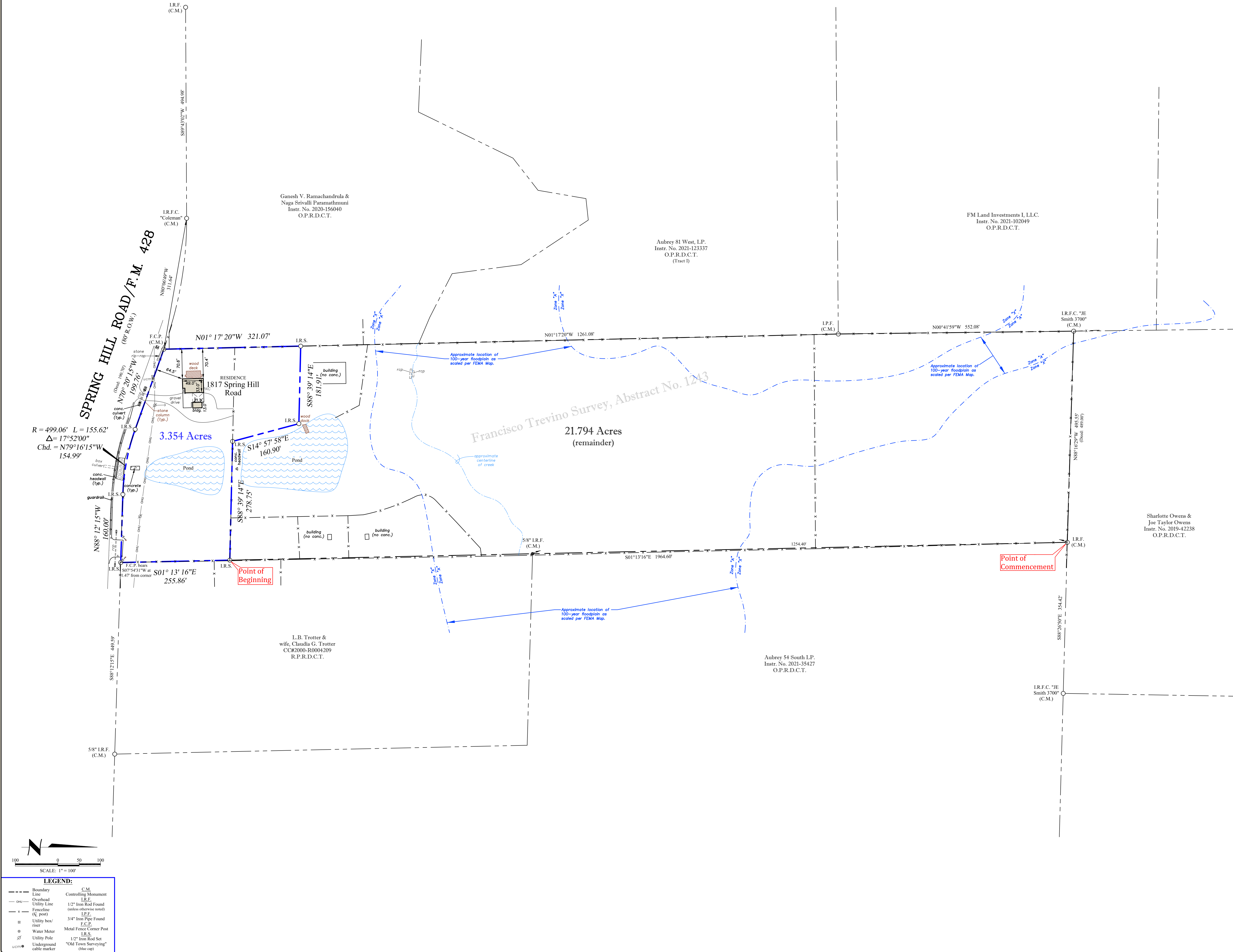
FLOOD NOTE: It is my opinion that the property described hereon is not within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 480774 0265 G, present Effective Date of Map, April 18, 2011, herein property lies within Zone "X"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



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

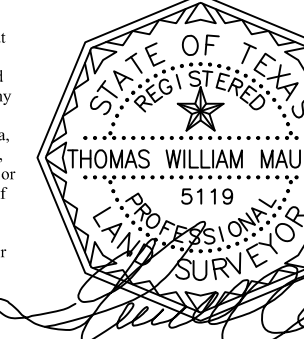
Fieldwork Date: 07/20/2023 Party Chief: BH

Job No.: 202307106-3 Tech: JJ

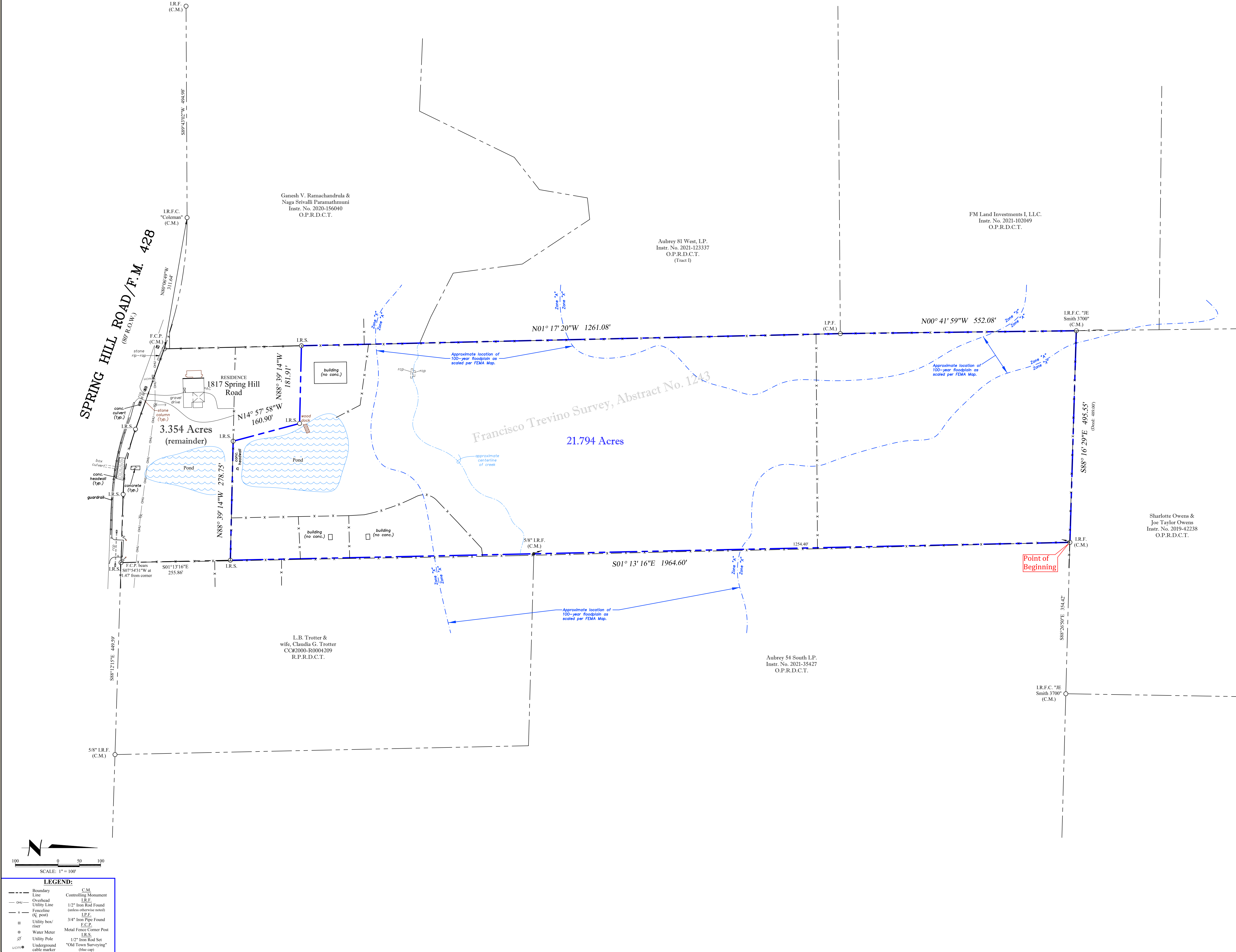
FLOOD NOTE: It is my opinion that the property described hereon partially lies within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 480774 0265 G, present Effective Date of Map, April 18, 2011, herein property lies within Zones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

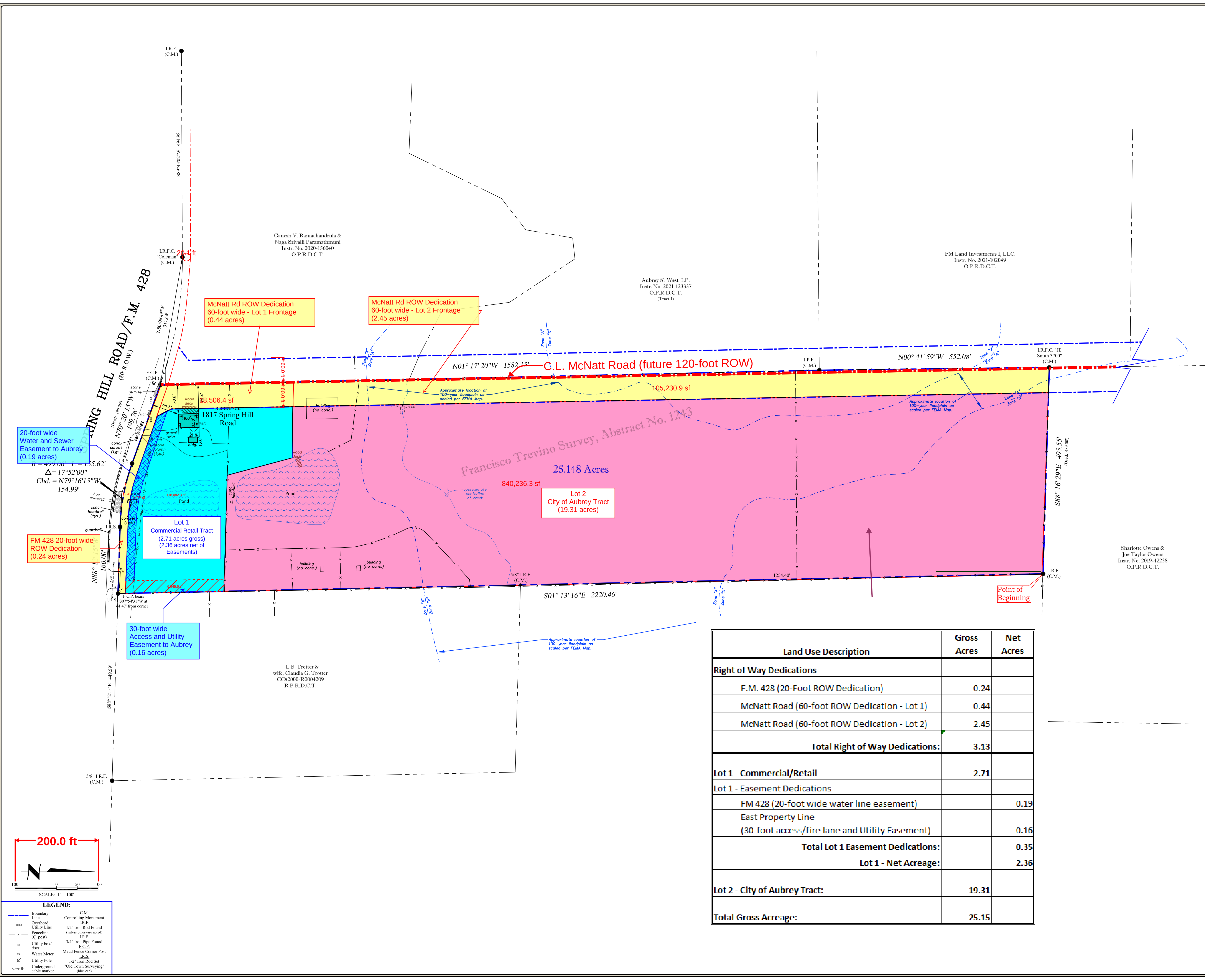
ASSIGNOR:

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

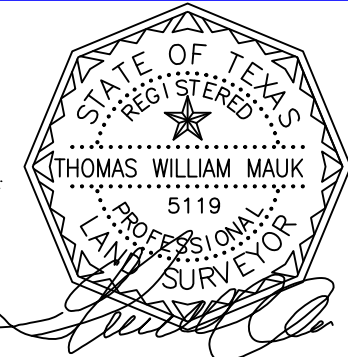


Freedom Title Co. G.F. No. 23067920LV-LS
Fieldwork Date: 07/20/2023 Party Chief: BH
Job No.: 202307106 Tech: JJ

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;

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§ 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;

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- (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;

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- (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 –Final Plat Application – Ribbonwood Phase 1
Planning and Zoning Commission –April 11, 2024
City Council – April 25, 2024*

To: Mayor, City Council, Planning and Zoning Commission

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

Request: Consider and make a recommendation to City Council regarding a Final Plat for Ribbonwood Phase 1 for 213 residential lots, 4 open space lots in 43.864 acres of land out of the F.H. Pollard Survey, Abstract No. 995, within the Extraterritorial Jurisdiction of the City of Aubrey, Denton County, Texas

Owner: Clayton Lee Boyd, Investment Trustee under the Boyd 2021 Investment Trust

Engineer: Kimley Horn (Logan Kirby, P.E.)

Application Date: March 27, 2024

Location: The property is generally located east of FM 2931, north of McNatt Road, and south of Redfearn Road, within the City of Aubrey ETJ.

Zoning: N/A, the property is in the ETJ (Ribbonwood MUD #1)

Future Land Use Rural Residential and Agricultural

Plan:

Current Use: Undeveloped

Analysis: On June 22, 2022, the Aubrey City Council approved an Extraterritorial Jurisdiction Development Agreement (ETJDA) for the property. The agreement included development regulations and the proposed Final Plat is consistent with the agreement and the Preliminary Plat approved by City Council on July 26, 2022.

The Final Plat for Phase 1 consists of 43.864 acres for:

- 213 residential lots (40 feet X 120 feet and 50 feet X 120 feet-typical lot size)
40 feet X 120 feet lots = 31%
50 feet X 120 feet lots – 69%
A maximum of 40% 40 foot lots are permitted for Phases 1 and 2 combined.

Utilities:

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

Engineer Review:

The City Engineer has reviewed the civil construction plans and is coordinating drainage with staff and the applicant's engineer.

Recommendation:

The Final Plat for Ribbonwood Phase 1 is recommended for approval subject to the following conditions:

1. Final engineering approval of civil plans is needed by the City Engineer (review included in report);
2. HOA documents shall be submitted and approved by the City Attorney and filed in conjunction with the Final Plat; and
3. Landscape, Screening, retaining walls, and irrigation plans shall be submitted and approved prior to referenced work commencing.

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

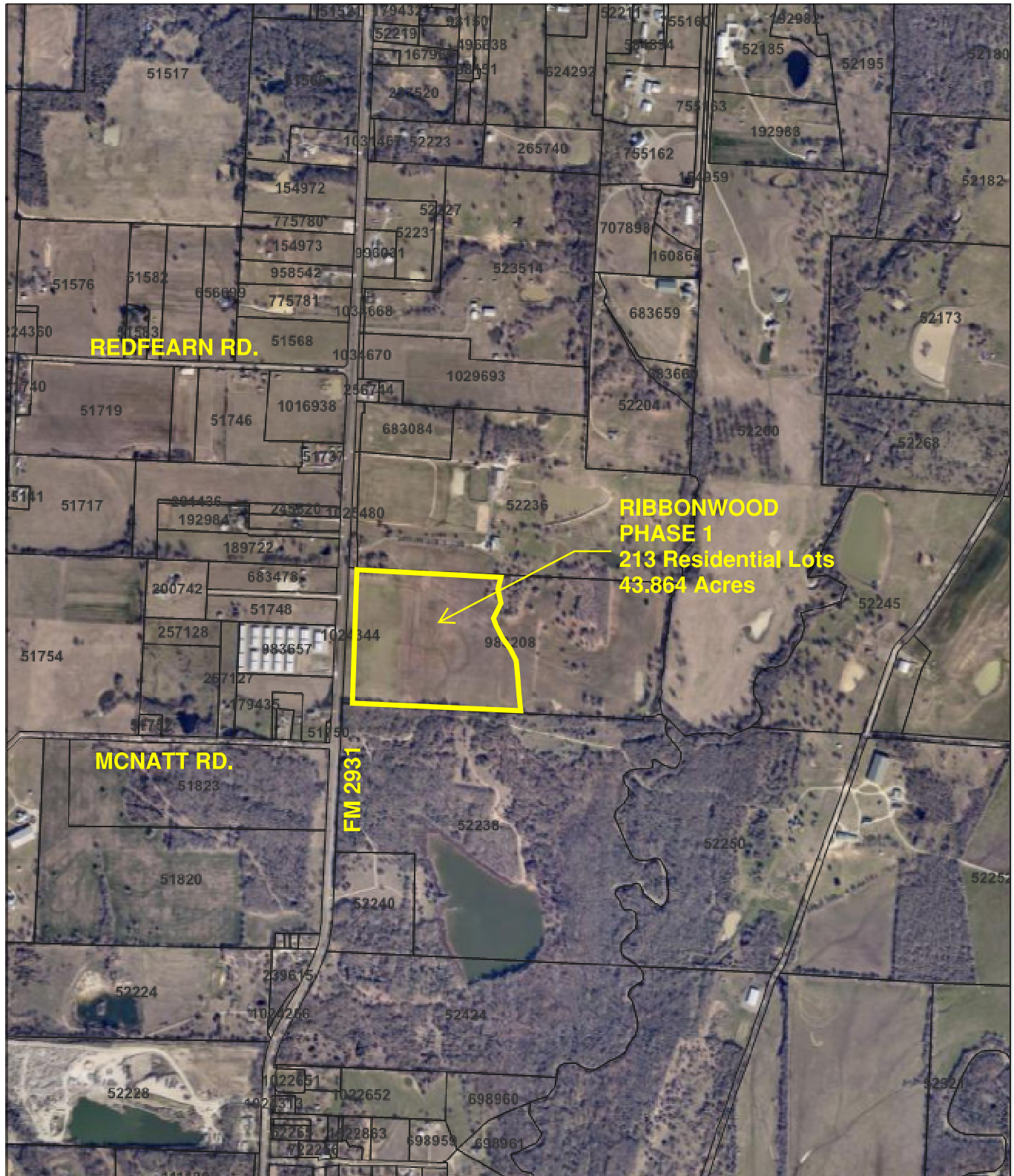
The Planning and Zoning Commission may recommend to the City Council

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

Attachments:

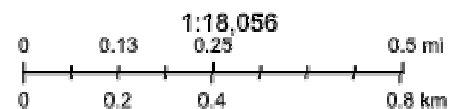
1. Location Map
2. Ribbonwood, Phase 1 Final Plat
3. Engineer's Summary
4. Ribbonwood Concept Plan
5. Ribbonwood Open Space and Amenity Concept
6. ETJ Development Agreement

Denton CAD Web Map

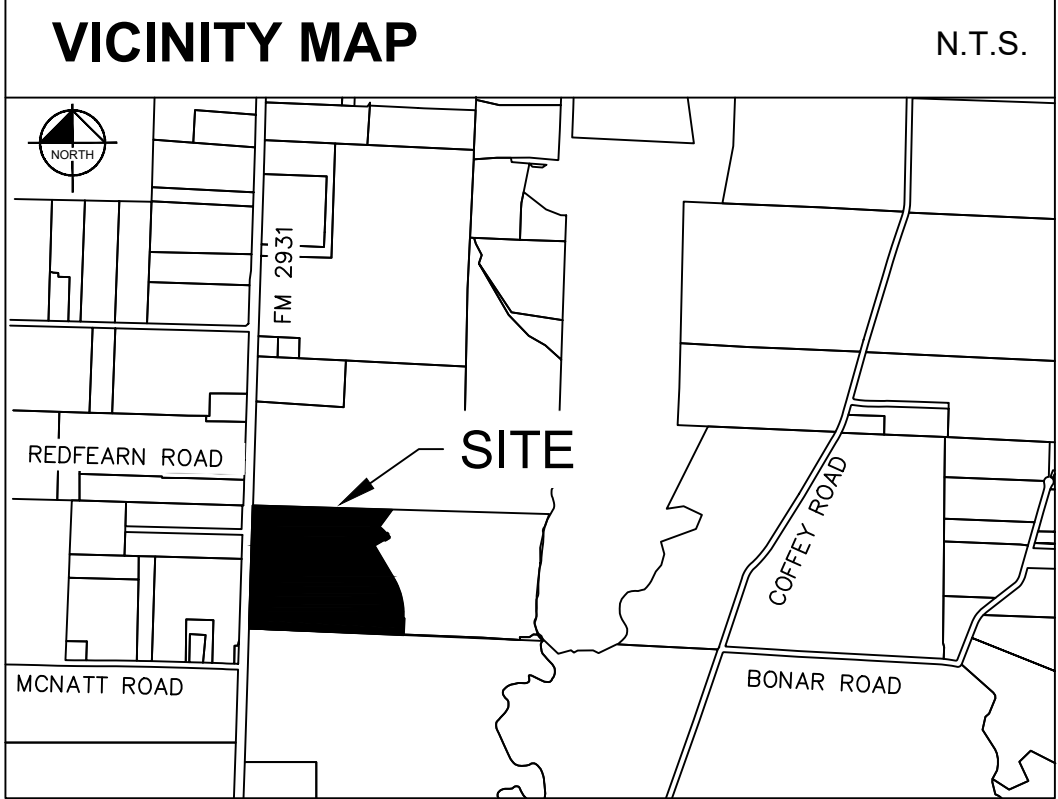
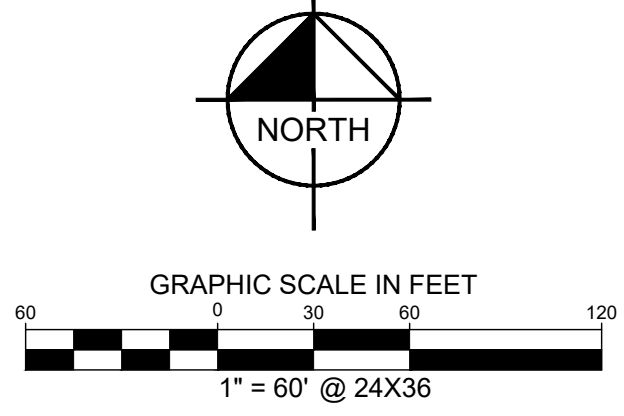
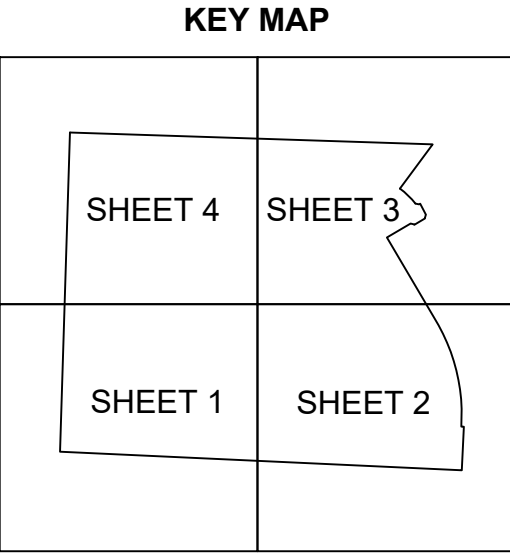


LOCATION MAP

**RIBBONWOOD
PHASE 1
213 Residential Lots
43.864 Acres**



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LINE TABLE	LINE TABLE	LINE TABLE	LINE TABLE
NO. BEARING LENGTH	NO. BEARING LENGTH	NO. BEARING LENGTH	NO. BEARING LENGTH
L1 S27°21'51"E 50.00'	L26 N14°33'17"E 14.14'	L51 S74°41'42"W 50.50'	L76 S32°20'43"E 37.18'
L2 S62°35'59"W 1.08'	L27 S43°08'30"E 14.14'	L52 S13°14'09"E 56.39'	L77 N48°32'28"W 33.96'
L3 S15°53'30"W 13.61'	L28 N46°51'30"E 14.14'	L53 N04°53'59"W 50.25'	L78 N67°09'17"W 33.96'
L4 S30°26'43"E 1.01'	L29 S43°10'26"E 28.31'	L54 N10°35'34"W 49.95'	L79 N84°23'00"W 36.50'
L5 S59°33'17"W 50.00'	L30 S46°49'16"W 28.26'	L55 N11°47'14"W 49.77'	L80 S63°17'05"W 58.96'
L6 S30°08'12"E 39.57'	L31 S14°36'51"E 15.74'	L56 N14°42'58"W 49.10'	L81 S04°48'39"E 47.98'
L7 S27°33'10"E 39.04'	L32 S22°21'17"W 14.32'	L57 N17°22'55"W 49.10'	L82 S11°01'33"E 47.98'
L8 S24°31'16"E 39.04'	L33 S69°05'02"E 14.32'	L58 N20°21'10"W 49.10'	L83 S17°15'37"E 47.97'
L9 S21°29'22"E 39.04'	L34 S47°38'42"W 14.14'	L59 N23°00'15"W 49.10'	L84 S23°26'11"E 47.97'
L10 S18°27'28"E 39.04'	L35 N43°10'44"W 28.30'	L60 N25°12'58"W 49.12'	L85 S29°50'22"E 48.73'
L11 S15°25'34"E 39.04'	L36 S42°21'18"E 14.14'	L61 S29°22'33"E 49.11'	L86 S30°26'43"E 50.00'
L12 S12°23'41"E 39.04'	L37 S69°06'20"W 13.58'	L62 S30°26'43"E 50.00'	L87 S26°51'58"E 47.94'
L13 S09°21'47"E 39.04'	L38 N43°08'30"W 14.14'	L63 N01°51'30"E 49.96'	L88 S21°11'21"E 47.97'
L14 S06°19'53"E 39.04'	L39 N13°37'44"E 14.37'	L64 S00°12'22"W 39.04'	L89 S14°26'42"E 47.99'
L15 S03°17'58"E 39.04'	L40 S47°38'44"W 14.14'	L65 S02°50'30"E 39.04'	L90 S07°53'17"E 47.98'
L16 S00°52'08"W 71.10'	L41 N46°51'30"E 14.14'	L66 N05°53'22"W 39.04'	L91 S74°41'42"W 50.50'
L17 S88°08'21"E 25.80'	L42 S43°08'30"E 14.14'	L67 S08°56'14"E 39.04'	L92 N14°33'17"E 7.07'
L18 N02°38'44"E 39.07'	L43 N42°21'16"W 14.14'	L68 S11°59'06"E 39.04'	L93 S75°26'43"E 7.07'
L19 N30°26'43"W 28.35'	L44 N46°51'30"E 14.14'	L69 N15°01'58"W 39.04'	L94 S17°23'46"W 6.94'
L20 N88°08'21"W 27.45'	L45 S43°08'30"E 14.14'	L70 S18°04'50"E 39.04'	L95 S43°08'30"E 7.15'
L21 S02°38'44"W 34.72'	L46 S47°38'44"W 14.14'	L71 S21°07'42"E 39.04'	
L22 N02°38'44"E 39.07'	L47 S75°26'43"E 14.14'	L72 N24°10'33"W 39.04'	
L23 S46°49'16"W 28.26'	L48 S46°51'30"W 14.14'	L73 S27°13'25"E 39.04'	
L24 S80°25'38"E 14.89'	L49 N10°20'26"E 13.06'	L74 N29°43'08"W 25.42'	
L25 N42°21'16"W 14.14'	L50 S67°51'46"E 17.60'	L75 S30°26'43"E 50.00'	

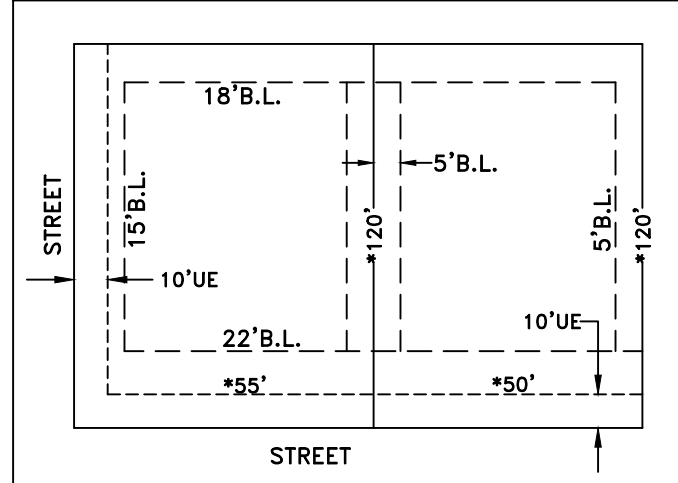
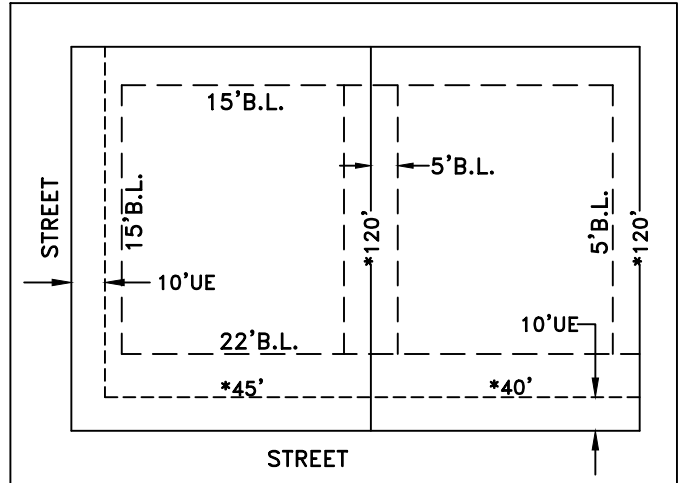
CURVE TABLE
NO. DELTA RADIUS LENGTH CHORD BEARING CHORD
C1 15°12'24" 325.00' 86.26' S45°57'10"E 86.00'
C2 34°57'28" 275.00' 167.79' N74°22'55"E 165.20'
C3 35°44'33" 275.00' 171.55' S74°46'27"W 168.78'
C4 34°56'33" 300.00' 182.96' N75°10'27"E 180.14'
C5 55°03'27" 250.00' 240.23' S59°49'33"E 231.10'
C6 33°05'27" 592.00' 341.91' N13°54'00"W 337.17'
C7 57°41'47" 300.00' 302.10' N59°17'37"W 289.49'
C8 35°59'31" 275.00' 172.75' S70°08'45"E 169.92'
C9 35°59'22" 275.00' 172.74' N70°08'40"W 169.91'
C10 38°52'43" 300.00' 203.57' S08°50'48"W 199.68'
C11 19°51'09" 1170.00' 405.40' S20°31'08"E 403.37'
C12 33°05'27" 300.00' 173.26' N13°54'00"W 170.86'
C13 32°18'13" 879.00' 495.58' S14°17'37"E 489.05'
C14 33°05'27" 300.00' 173.26' N13°54'00"W 170.86'
C15 32°18'13" 588.00' 331.52' S14°17'37"E 327.14'
C16 32°18'13" 296.00' 166.89' S14°17'37"E 164.88'
C17 310°45'05" 60.00' 325.42' S23°21'52"E 50.00'
C18 0°37'57" 880.00' 9.72' S59°52'16"W 9.72'

PRODUCT TYPE TABLE :

LOT SIZE	LOTS
40'	66 (31%)
50'	147 (69%)

LAND USE TABLE :

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STREET R.O.W.	9.271	-
TOTAL	43.864	217 LOTS



TYPICAL LOT DETAIL

* SEE DEVELOPMENT AGREEMENT FOR LOT WIDTH AND LOT DEPTH MEASUREMENT DETAILS

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PAVING AND DRAINAGE WILL BE OWNED AND MAINTAINED BY THE RIBBONWOOD MUD #1.

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

RIGHT OF WAY EASEMENT GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 403, PAGE 360, DEED RECORDS, DENTON COUNTY, TEXAS. AFFECTS PROPERTY, BUT IS BLANKET IN NATURE.

FINAL PLAT
RIBBONWOOD PHASE 1

43.864 ACRES

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BLOCK D, LOTS 1-43; BLOCK E, LOTS 1X, 2-29;
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BLOCK K LOTS 1-5 AND BLOCK L, LOT 1X;

213 RESIDENTIAL LOTS
4 OPEN SPACE LOT

F.H. POLLARD SURVEY, ABSTRACT NO. 995
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

Kimley»Horn

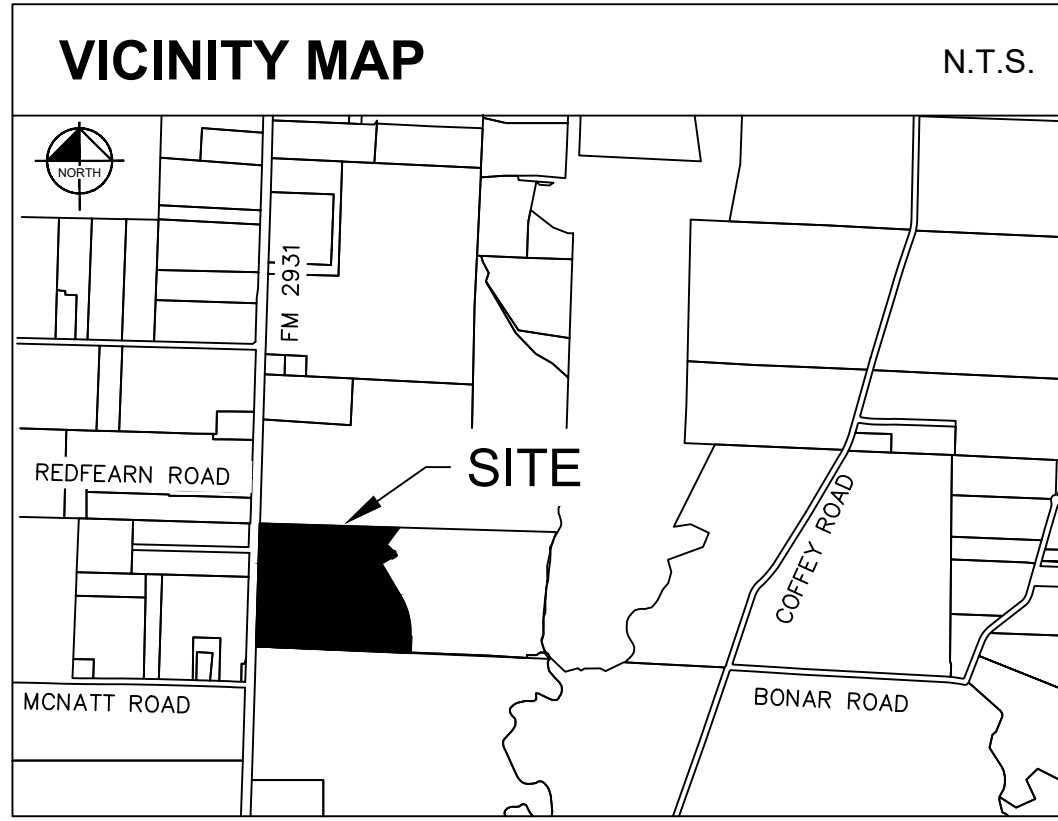
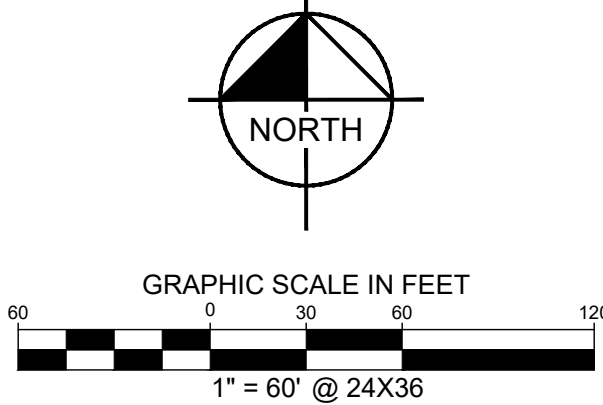
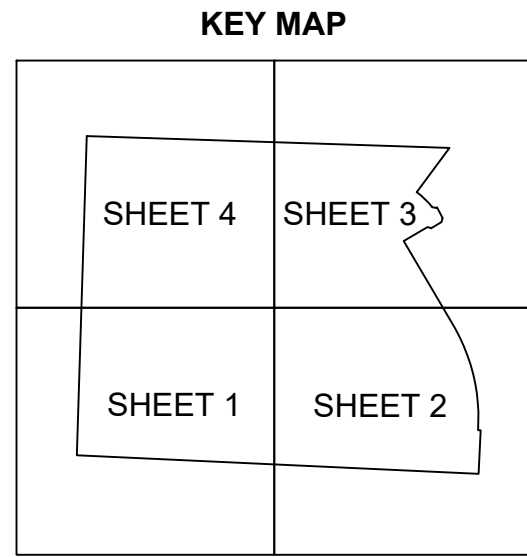
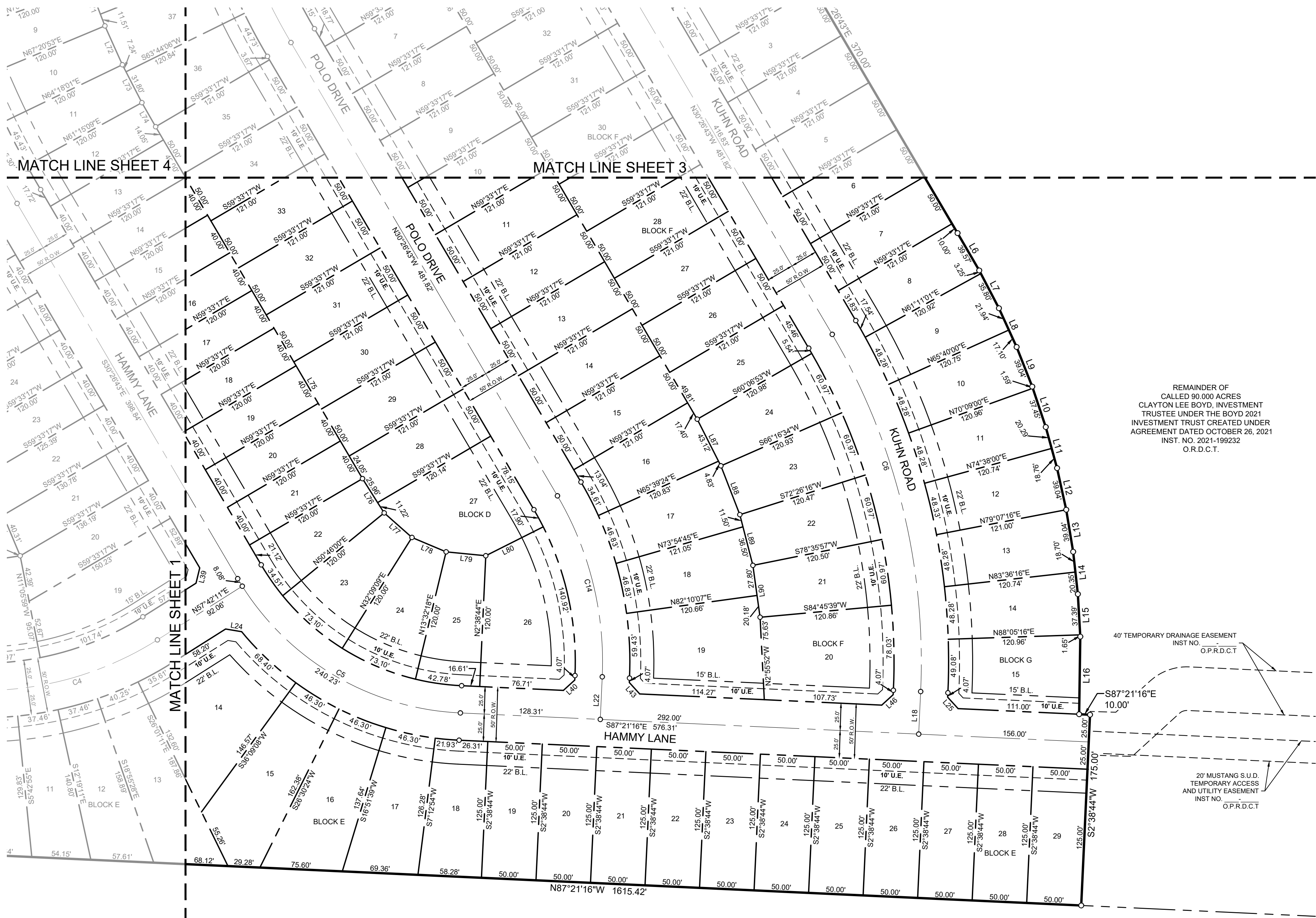
6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10153822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	Mar. 2024	067705526	1 OF 5

OWNER
Clayton Lee Boyd, Investment Trustee under the
Boyd 2021 Investment Trust created
under agreement dated October 26, 2021, as
recorded in Instrument No. 2021-199232 of the
Official Records of Denton County, Texas
7737 E. FM 992
Valley View, Texas 76272
940-368-9914
Contact: Clayton Boyd

ENGINEER / SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
Contact: Kirby S. Logan, P.E.
kirby.logan@Kimley-Horn.com



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F.H. POLLARD SURVEY, ABSTRACT NO. 995
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10193822

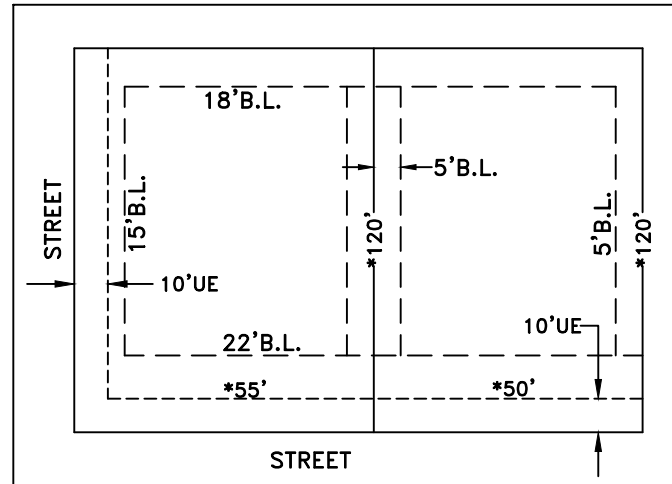
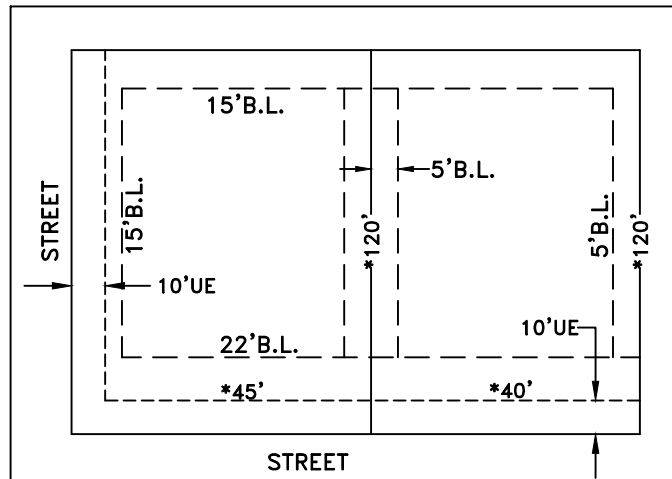
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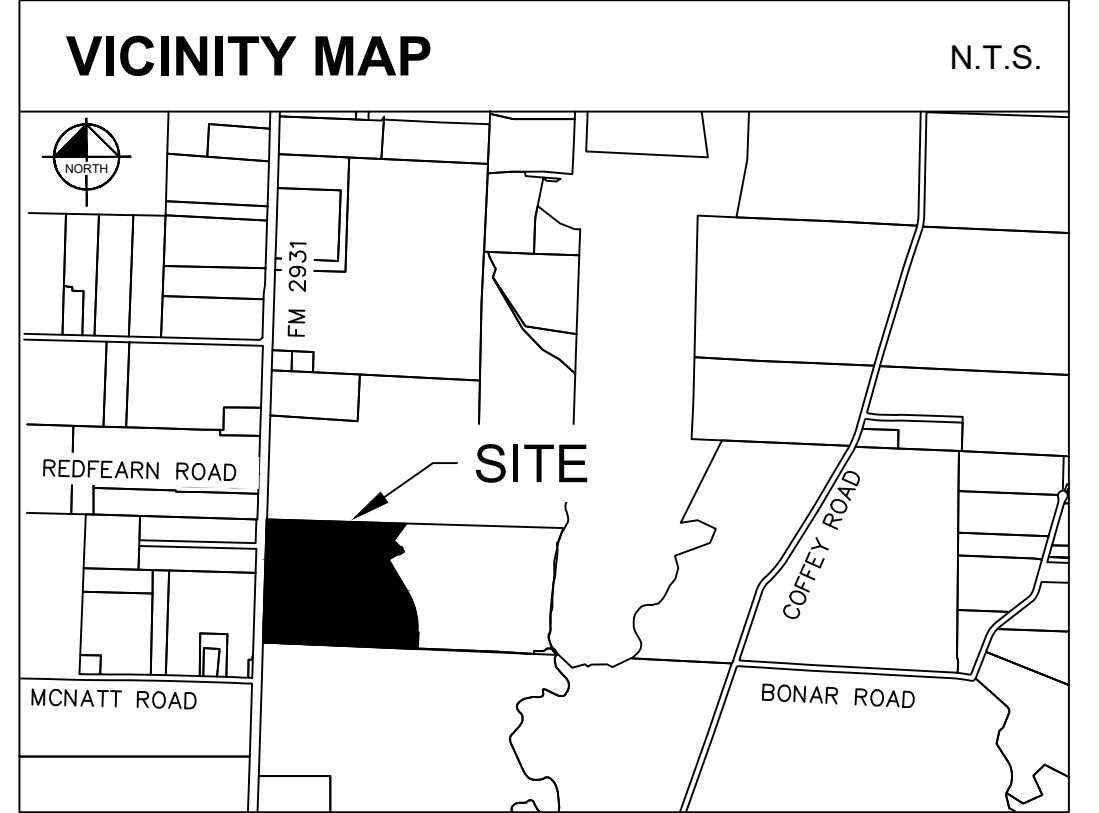
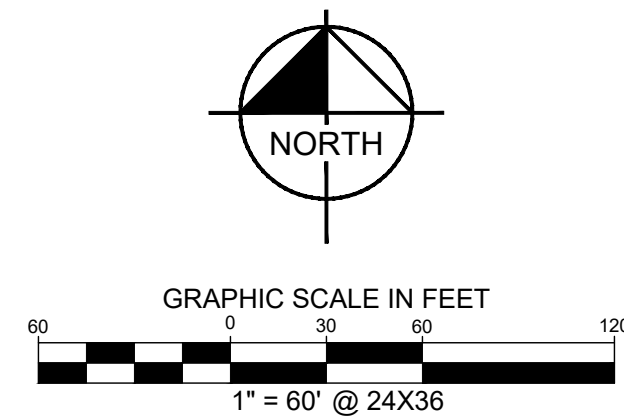
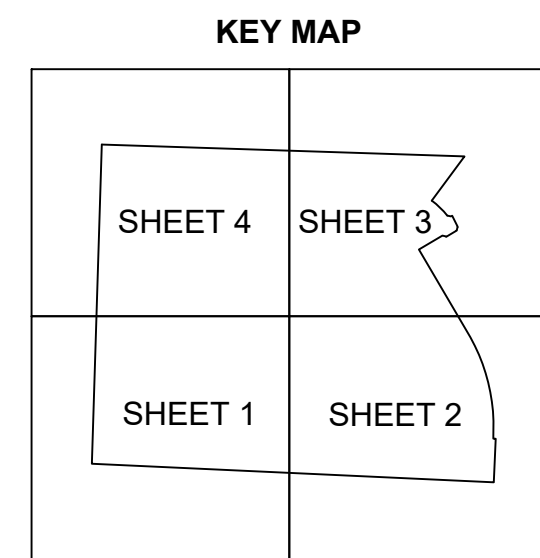
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TYPICAL LOT DETAIL
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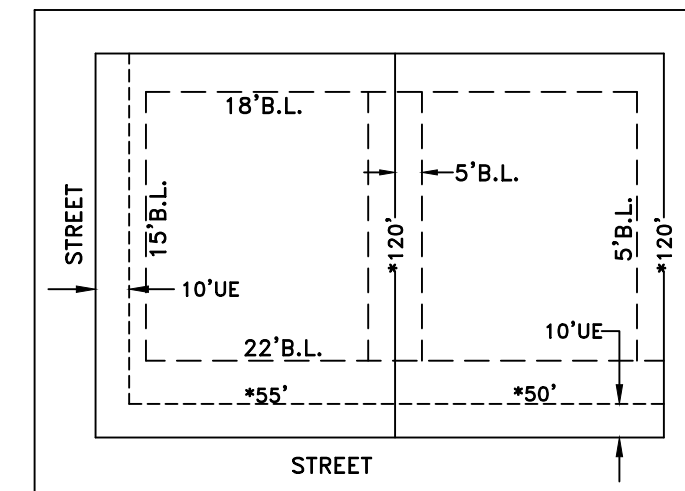
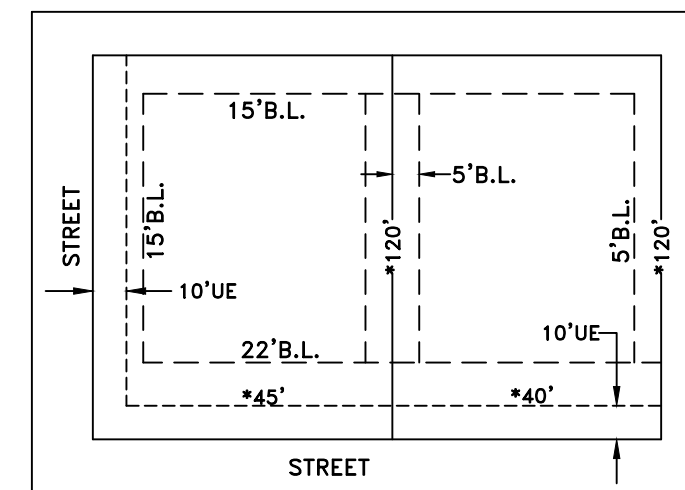
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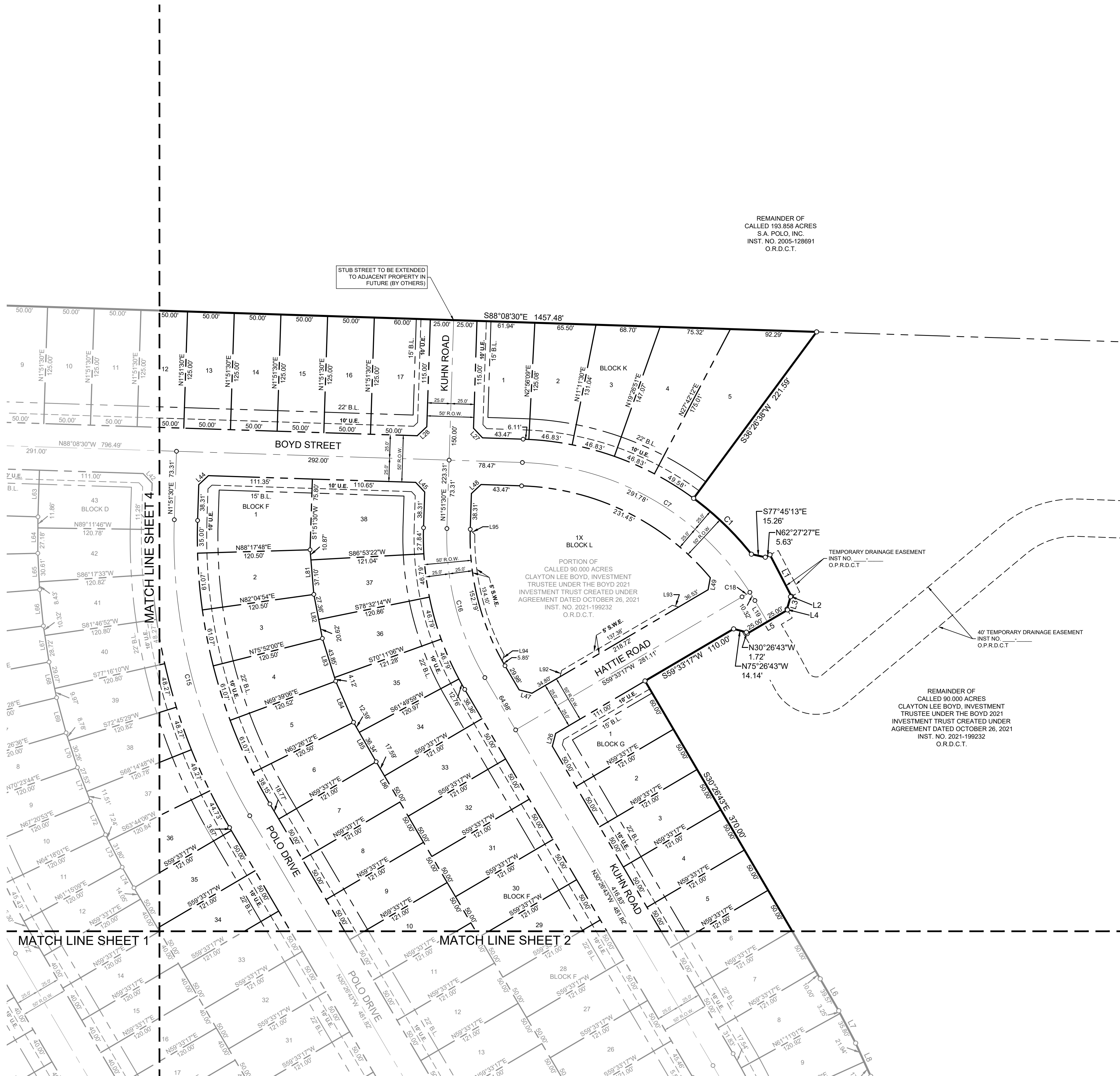
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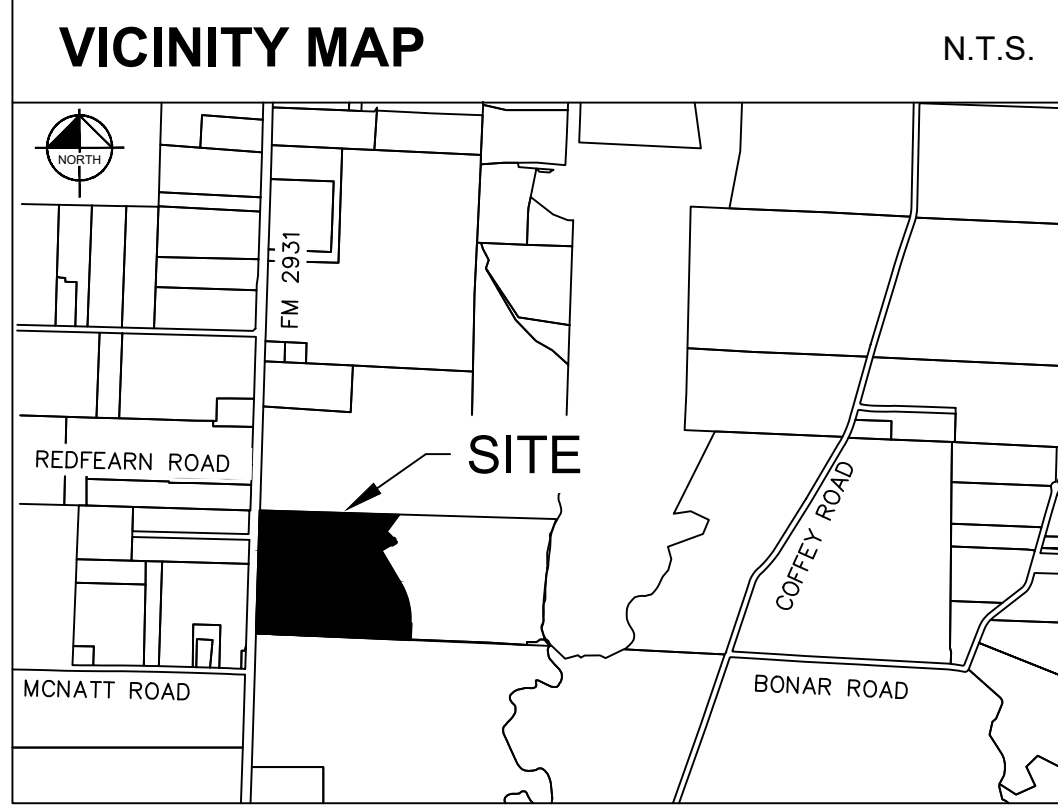
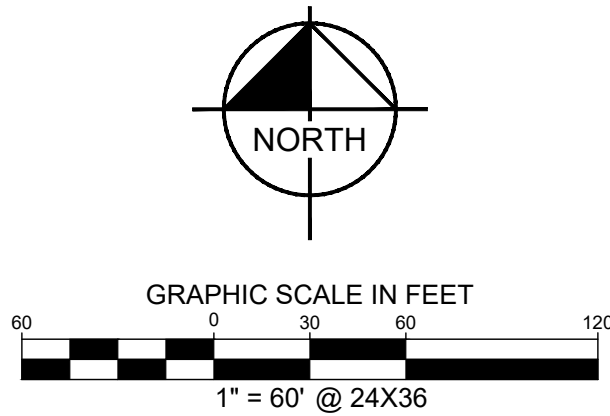
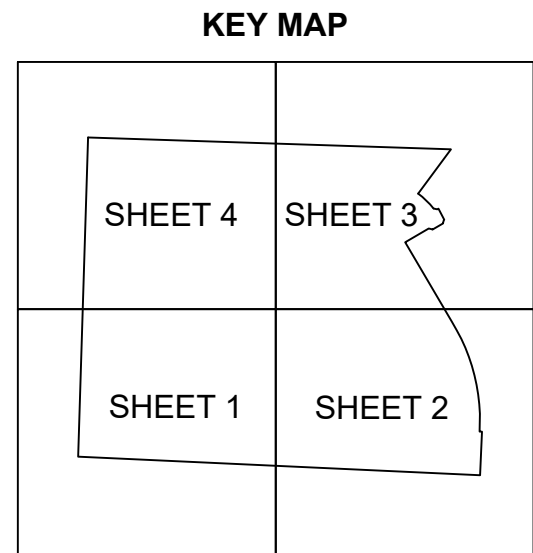
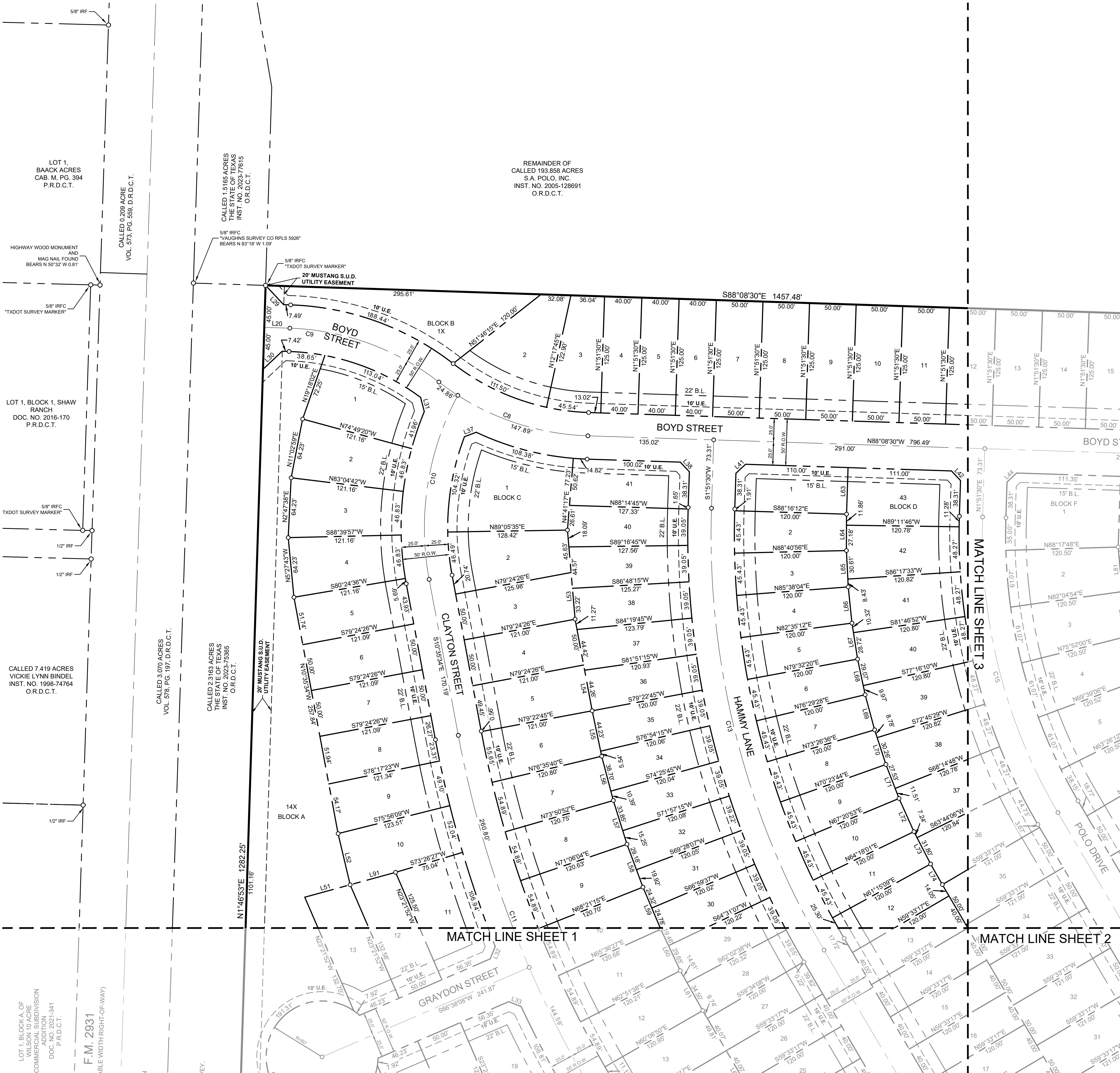
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6160 Warren Parkway, Suite 210 Frisco, Texas 75034			Tel. No. (972) 335-3580 FIRM # 10193822	
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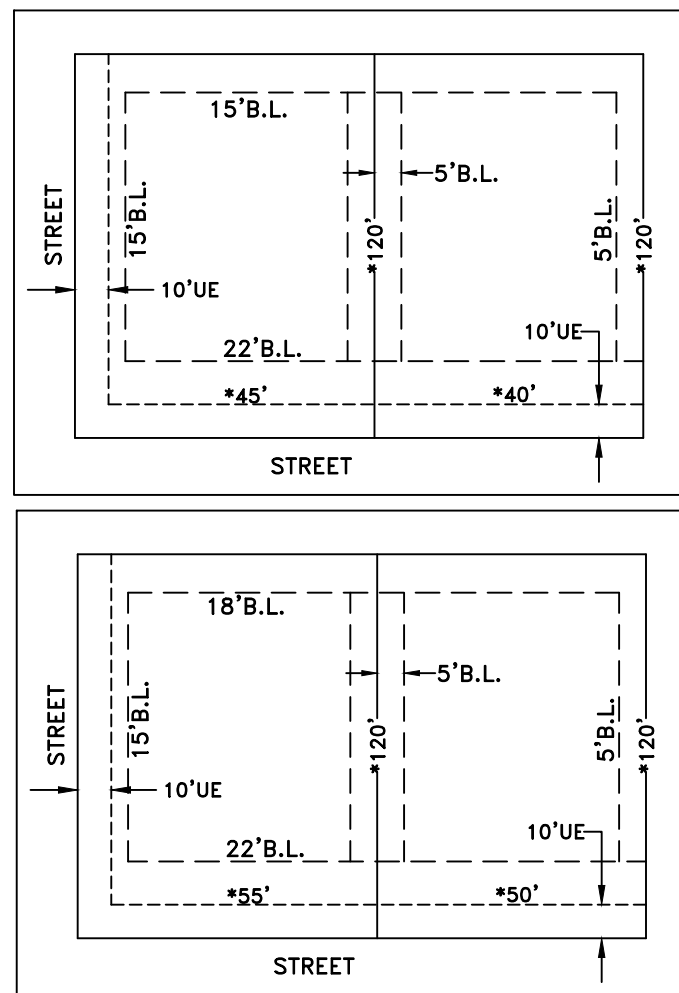
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PER THE DA, SIDE YARD SETBACK ADJACENT TO ROW IS 10-FEET.

STREET LIGHTS SHALL BE PROVIDED AT ALL INTERSECTIONS, ALONG THE BLOCKS AT A MAXIMUM 600-FOOT SPACING, AND AT ALL CLUSTER MAILBOX LOCATIONS.

PAVING AND DRAINAGE WILL BE OWNED AND MAINTAINED BY THE RIBBONWOOD MUD #1.

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

RIGHT OF WAY EASEMENT GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 403, PAGE 360, DEED RECORDS, DENTON COUNTY, TEXAS. AFFECTS PROPERTY, BUT IS BLANKET IN NATURE.

FINAL PLAT
RIBBONWOOD PHASE 1

43.864 ACRES

BLOCK A, LOT 1-13, 14X, 15-28;
BLOCK B, LOT 1X, 2-17; BLOCK C, LOTS 1-41;
BLOCK D, LOTS 1-43; BLOCK E, LOTS 1X, 2-29;
BLOCK F, LOTS 1-38; BLOCK G, LOTS 1-15;
BLOCK K LOTS 1-5 AND BLOCK L, LOT 1X;

213 RESIDENTIAL LOTS
4 OPEN SPACE LOT

F.H. POLLARD SURVEY, ABSTRACT NO. 995
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CDS	KHA	Mar. 2024	067705526	4 OF 5

OWNER
Clayton Lee Boyd, Investment Trustee under the Boyd 2021 Investment Trust created under agreement dated October 26, 2021, as recorded in Instrument No. 2021-199232 of the Official Records of Denton County, Texas
7737 E. FM 992
Valley View, Texas 76272
940-368-9914
Contact: Clayton Boyd

ENGINEER / SURVEYOR:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
Contact: Kirby S. Logan, P.E.
kirby.logan@Kimley-Horn.com

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS CLAYTON LEE BOYD, INVESTMENT TRUSTEE UNDER THE BOYD 2021 INVESTMENT TRUST CREATED UNDER AGREEMENT DATED OCTOBER 26, 2021, is the owner a tract of land situated in the Frederick H. Pollard Survey, Abstract No. 995, Denton County, Texas, and being a portion of a called 90.000 acre tract of land described in a deed to Clayton Lee Boyd, Investment Trustee under the Boyd 2021 Investment Trust created under agreement dated October 26, 2021, as recorded in Instrument No. 2021-199232 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 a called 2.3163 acre tract of land described in a deed to the State of Texas, as recorded in Instrument No. 2023-75365 of the Official Records of Denton County, Texas, being on the southerly line of said 90.000 acre tract, the northerly line of a called 2439.8661 acre tract of land described in a deed to Sandbrock Investments, Inc., as recorded in Instrument No. 2004-1916 of the Official Records of Denton County, Texas, and the easterly right of way line of F.M. 2931, a variable width right of way,

THENCE North 01°46'53" East, departing the southerly line of said 90.000 acre tract and the northerly line of said 2439.8661 acre tract, along the easterly line of said 2.3163 acre tract and the easterly right of way line of said F.M. 2931, a distance of 1,282.25 feet to a 5/8 inch iron rod with plastic cap stamped "TXDOT Survey Marker" found for the northeast corner of said 2.3163 acre tract, common to the southeast corner of a called 1.5165 acre tract of land described in a deed to the State of Texas, as recorded in Instrument No. 2023-77615 of the Official Records of Denton County, Texas, being on the northerly line of said 90.000 acre tract;

THENCE South 88°08'30" East, departing the easterly right of way line of said F.M. 2931 and along the northerly line of said 90.000 acre tract, a distance of 1457.48 feet a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the northerly line of said 90.000 acre tract, and crossing said 90.000 acre tract, the following:

South 36°26'38" West, a distance of 221.59 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 325.00 feet, a central angle of 15°12'24", and a chord bearing and distance of South 45°57'10" East, 86.00 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 86.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 77°45'13" East, a distance of 15.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 62°22'27" East, a distance of 5.63 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 27°21'51" East, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 62°35'59" West, a distance of 1.08 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 15°53'30" West, a distance of 13.81 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 30°26'43" East, a distance of 1.01 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 59°33'17" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 30°26'43" West, a distance of 1.72 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 75°26'43" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 59°33'17" West, a distance of 110.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 30°26'43" East, a distance of 370.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 30°08'12" East, a distance of 39.57 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 27°33'10" East, a distance of 39.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 24°31'16" East, a distance of 39.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 21°29'22" East, a distance of 39.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 18°27'28" East, a distance of 39.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 15°25'34" East, a distance of 39.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 12°22'341" East, a distance of 39.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 09°21'47" East, a distance of 39.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 06°19'53" East, a distance of 39.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 03°17'59" East, a distance of 39.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 00°52'08" West, a distance of 71.10 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 87°21'16" East, a distance of 10.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 02°38'44" West, a distance of 175.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the southerly line of said 90.00 acre tract and the northerly line of said 2439.8661 acre tract;

THENCE North 87°21'16" West, along the southerly line of said 90.00 acre tract and the northerly line of said 2439.8661 acre tract, a distance of 1,615.42 feet to the **POINT OF BEGINNING** and containing 43.864 acres (1,910,717 square feet) of land, more or less.

OWNER'S DEDICATION STATEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON LEE BOYD, INVESTMENT TRUSTEE UNDER THE BOYD 2021 INVESTMENT TRUST CREATED UNDER AGREEMENT DATED OCTOBER 26, 2021, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **RIBBONWOOD PHASE 1**, an addition to Ribbonwood Municipal Utility District No. 1 of Denton County, and does hereby dedicate to the public use, including the use by the Ribbonwood Municipal Utility District No. 1 of Denton County and Mustang Special Utility District, forever, the streets and easements shown thereon. **CLAYTON LEE BOYD, INVESTMENT TRUSTEE UNDER THE BOYD 2021 INVESTMENT TRUST CREATED UNDER AGREEMENT DATED OCTOBER 26, 2021** does hereby certify the following:

- The streets and rights of ways are dedicated to the public for street purposes and Mustang Special Utility District for sanitary sewer and water purposes. Ribbonwood Municipal Utility District No. 1 of Denton County (the "District") will maintain the streets, drainage, sidewalks, barrier free ramps, signage, and striping within the rights-of-way.
- The easements and public use areas, as shown are dedicated for the public use, including specifically for the District and Mustang Special Utility District forever for the purposes indicated on the plat.
- No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the District.
- The District and Mustang Special Utility District are not responsible for replacing any improvements in, under or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual 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 and the District and Mustang Special Utility District and subject to offset specifications for any existing utilities.
- The District, Mustang Special Utility District, and public utilities shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growth which may in any way endanger or interfere with construction, maintenance, or efficiency of their respective systems in the easements.
- The District, Mustang Special Utility District, and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of construction, 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. Repair and replacement of street pavement shall be the responsibility of the Developer or District, unless and except, repairs or replacement of a public utility results in pavement removal in which instance the pavement replacement shall be the sole responsibility of the public utility's owner.
- The homeowner is responsible for the lateral to the right-of-way line. The District is responsible for the lateral from the right-of-way line to the sanitary sewer main.

Witness, my hand this the _____ day of _____, 20__.

CLAYTON LEE BOYD, INVESTMENT TRUSTEE UNDER THE BOYD 2021 INVESTMENT TRUST CREATED UNDER AGREEMENT DATED OCTOBER 26, 2021

BY: _____

NAME: _____

TITLE: _____

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority, a notary public in an for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed for the purpose and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and 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 Ribbonwood MUD No. 1 of Denton County.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone 972-335-3580

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, a Notary Public in and for The State of Texas, on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the 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 AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public, State of Texas

UTILITY COMPANY APPROVAL

ELECTRIC COMPANY:

CoServ Date

GAS COMPANY:

CoServ Date

APPROVED AND ACCEPTED:

CHRIS RICH, MAYOR
CITY OF AUBREY, TEXAS

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF AUBREY, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING FINAL PLAT OF RIBBONWOOD PHASE 1, AN ADDITION TO THE CITY OF AUBREY, TEXAS, IS APPROVED BY THE CITY OF AUBREY THIS _____ DAY OF _____, 20__, AND THE CITY OF AUBREY DOES HEREBY ACCEPTED THE DEDICATION OF STREETS AS SHOWN AND SET FORTH IN AND UPON SAID FINAL PLAT, AND THAT THE CITY OF AUBREY FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS NAME AS HEREIN ABOVE SUBSCRIBED.

ATTEST THIS _____ DAY OF _____, 20__

CITY SECRETARY,
CITY OF AUBREY, TEXAS

APPROVAL BLOCK:

Reviewed and approved on _____, 20__

County Judge, Denton County, TX

FINAL PLAT
RIBBONWOOD PHASE 1

43.864 ACRES

BLOCK A, LOT 1-13, 14X, 15-28;
BLOCK B, LOT 1X, 2-17; BLOCK C, LOTS 1-41;
BLOCK D, LOTS 1-43; BLOCK E, LOTS 1X, 2-29;
BLOCK F, LOTS 1-38; BLOCK G, LOTS 1-15;
BLOCK K LOTS 1-5 AND BLOCK L, LOT 1X;

213 RESIDENTIAL LOTS
4 OPEN SPACE LOT

F.H. POLLARD SURVEY, ABSTRACT NO. 995
CITY OF AUBREY ETJ, DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210 Frisco, Texas 75034 Tel. No. (972) 335-3580 FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CDS	KHA	Mar. 2024	067705526	5 OF 5
OWNER Clayton Lee Boyd, Investment Trustee under the Boyd 2021 Investment Trust created under agreement dated October 26, 2021, as recorded in Instrument No. 2021-199232 of the Official Records of Denton County, Texas 7737 E. FM 992 Valley View, Texas 76272 940-368-9914 Contact: Clayton Boyd ENGINEER / SURVEYOR: Kimley-Horn and Associates, Inc. 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 972-335-3580 Contact: Kirby S. Logan, P.E. kirby.logan@Kimley-Horn.com					

PRODUCT TYPE TABLE :

LOT SIZE	LOTS
40'	66 (31%)
50'	147 (69%)

LAND USE TABLE :

LAND USE	ACREAGE	LOTS
RESIDENTIAL	31.644	213 LOTS
HOA/OPEN SPACE	1.610	A-14X
HOA/OPEN SPACE	0.244	B-1X
HOA/OPEN SPACE	0.246	E-1X
HOA/OPEN SPACE	0.849	L-1X
STREET R.O.W.	9.271	-
TOTAL	43.864	217 LOTS

Engineer's Summary Report
Ribbonwood MUD #1 – Aubrey, TX
Phase 1 Final Plat

Project Description/Summary:

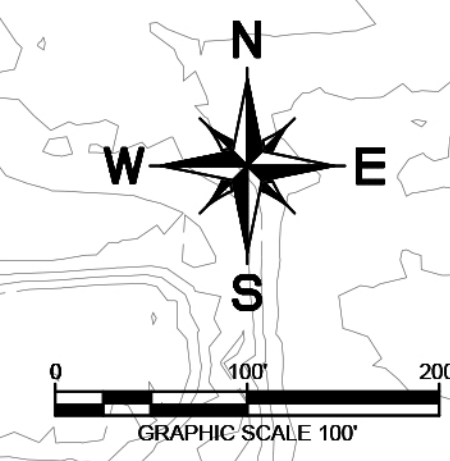
Ribbonwood MUD #1 is a 90-acre proposed development east of FM 2931, south of Spring Hill Road and west of Coffey Road. The property composing the development is located within the City of Aubrey's ETJ. Because this property is located within the ETJ there is no zoning, however, there is a Development Agreement with the City of Aubrey for the project that outlines development standards and regulations. The project is proposed to be a MUD.

Lot types will consist of 40'x120' and 50'x120' as established in the Development Agreement. 213 residential lots and 4 HOA lots are currently proposed in the Phase 1 Final Plat. An amenity center is proposed with Phase 1.

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 east within the project to a proposed lift station. A force main will then flow east offsite to connect to an existing gravity sanitary line that connect to the MSUD wastewater treatment plant. For water connections, an offsite 18" waterline will be constructed along FM 2931 ROW and will go south approximately 6,300 feet to connect to an existing 18" waterline.

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

Storm water drainage will be directed to an onsite valley storage detention pond which will release into the onsite floodplain along the eastern boundary of the property. A LOMA has been approved by FEMA in December 2023, and a flood study is currently in the review cycle at the City of Aubrey. A TIA was approved by the City of Aubrey in February 2024. TxDOT Driveway Permit plans have been submitted through the City of Aubrey and are currently in the review cycle at TxDOT.

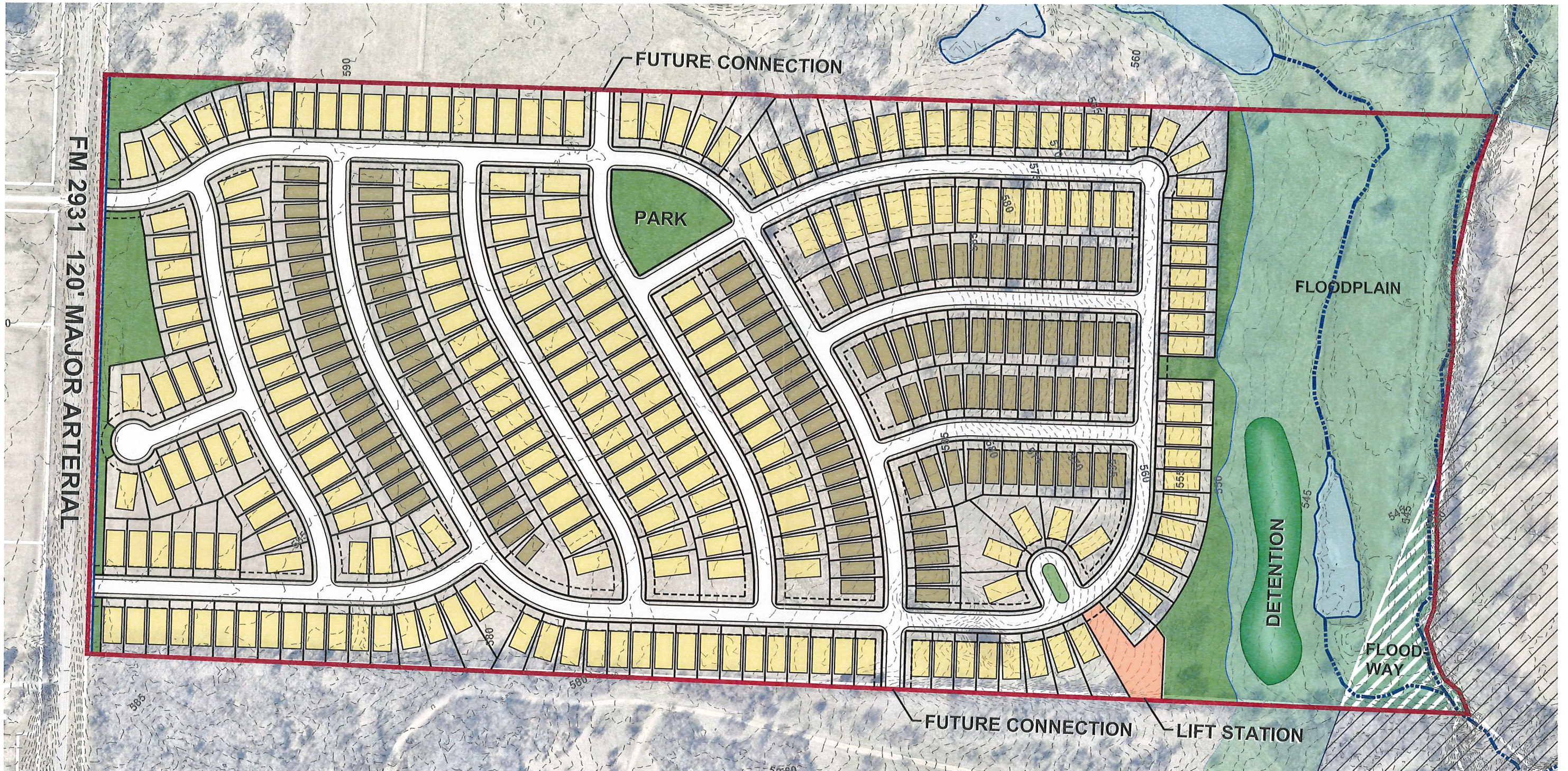


Ribbonwood MUD No. 1

Aubrey ETJ,, Denton County Texas

OPEN SPACE AND AMENITY PLAN

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928



RIBBONWOOD MUD #1

Aubrey ETJ, Denton County, Texas
August 2021



GRAPHIC SCALE IN FEET
0 50 100 200
1"=100' @ 24x36

Land Use Acreage Summary		
Residential Lots / Residential Rights of Way	70.2	78.0%
Right-of-Way Dedication	0.3	0.3%
Open Space	4.9	5.4%
Floodplain	13.2	14.7%
Floodway	1.4	1.6%
Total	90.0	100.0%

Lot Type Summary		
40' x 120'	125	34.1%
50' x 120'	242	65.9%
Total	367	100.0%

Density Summary (Units per Acre)	
Gross Density	4.1
Net Density	4.9

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928
NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE
BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL MAP BY NEARMAP, COPYRIGHT 2021

9/8/21

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement") is made this 7th day of June, 2022 (the "Effective Date"), by and between the **City of Aubrey, Texas**, a general law municipality organized under the laws of the State of Texas (the "City"), and **Clayton Lee Boyd, Investment Trustee under the Boyd 2021 Investment Trust created under agreement dated October 26, 2021** (the "Owner"). The City and Owner are hereinafter sometimes referred to, individually, as a "Party" and, collectively, as the "Parties."

ARTICLE I **RECITALS**

WHEREAS, Owner is the owner of a tract of land containing approximately 90 acres of land in Denton County (the "County"), being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"), located wholly within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, public roads, public water facilities, public sewer facilities and public drainage facilities (individually or collectively, the "Public Infrastructure") are not currently available to serve the Property; and

WHEREAS, the City is not presently able to solely provide, or directly contribute to, the cost of the Public Infrastructure that will facilitate Owner's proposed development of the Property; and

WHEREAS, in order to facilitate Owner's proposed development of the Property in a market-competitive manner, Owner desires to seek the creation of a municipal utility district through the Texas Commission on Environmental Quality (the "TCEQ") to be known as "Ribbonwood Municipal Utility District of Denton County" (the "District"); and

WHEREAS, Owner has submitted a petition to the City seeking City consent to the creation of the District; and

WHEREAS, the City supports the creation of the District under appropriate parameters, as set forth herein; and

WHEREAS, as evidence of the City's consent to the creation of the District, the City adopted Resolution No. 882-22 on March 22, 2022 (the "Consent Resolution") **Exhibit B** hereto, demonstrating the City's consent, pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code, to the inclusion of the Property in the District; and

WHEREAS, it is the intent of the Parties that the Property will be developed in accordance with the hereinafter defined Concept Plan; 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

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

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 sufficiency of which are hereby acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II. **CONSENT TO CREATION OF THE DISTRICT**

2.1 Consent Resolution; Other Documents. This Agreement and the Consent Resolution, **Exhibit B**, constitute the irrevocable consent of the City to the creation of the District pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. Subject to those conditions and limitations set forth in this Agreement and the final City Council approved Consent Resolution, City and Owner agree that City's consent is for the creation of the District for the Property and issuance of bonds by the District for the Property pursuant to the authority of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, as amended. City's consent shall encompass the Property, and Owners and Owner Assignee agree not to take any action to expand the boundaries of the District beyond the Property by annexation or any other means, or to merge with District with any other municipal utility district.

The City agrees to adopt such further ordinances and execute such further documents as may reasonably be requested by Owner, the TCEQ, the Texas Attorney General ("AG"), or the District to evidence the City's consents as set forth in this Agreement and in the Consent Resolution.

2.2 No Limitation of Powers. Nothing herein is intended to limit, impair, or conflict with the authority of or powers granted to the District by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such districts. Likewise, nothing herein is intended to limit, impair or conflict with the authority of or powers granted to the City the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to the City.

2.3 Full Satisfaction. Subject to and limited by the terms of this Agreement and the conditions set forth in the City approved Consent Resolution, the consents contained in this article and in the Consent Resolution (the "District Consents") are given by the City: (a) in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ, or any rules, regulations, or policies of the Texas AG; and (b) with the understanding that Owner has relied on the District Consents to Owner's material detriment and but for the District Consents Owner would not have entered into this Agreement.

2.4 Limitation on Bonds. Bonds issued by the District shall have a maximum maturity of thirty (30) years for any one series of bonds, unless otherwise agreed to by the City and shall be issued for the purposes of paying for costs of development of Public Infrastructure which include

Onsite improvements and Offsite Improvements, including the costs of maintenance and operation of the Public Infrastructure. The District may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary for the construction of such Public Infrastructure.

ARTICLE III. **ANNEXATION**

3.1 Immunity From Full Purpose Annexation. Except as provided in a fully executed strategic partnership agreement, the Property shall remain in the ETJ of the City and be immune from full purpose annexation until such time that Owner has constructed, or caused to be constructed, at least ninety percent (90%) of the Public Infrastructure and Owner has been fully reimbursed for all of the costs of such Public Infrastructure. Pursuant to Texas Local Government Code Section 43.0715(b), if the District has not yet issued bonds to reimburse Owner in full for the bond eligible costs and expenses incurred by Owner at the time the Property is annexed for full purposes by the City, the City hereby agrees that it shall pay to Owner a sum equal to any and all outstanding actual costs and expenses incurred by Owner in connection with the District that the District has, in writing, agreed to pay and that would otherwise have been eligible for reimbursement from bond proceeds, and the City further agrees that such payment shall be a condition precedent to the annexation of the Property or any portion thereof. The timing, delivery, and other ancillary conditions of any such payment shall be controlled by the terms of the strategic partnership agreement between the City and the District and shall be in accordance with Texas Local Government Code Section 43.0715(b). Following annexation, this Agreement shall continue to remain in effect for the Term, and this Agreement shall control over any zoning of the Property, or any portion thereof, that conflicts with the Governing Regulations. Final terms of a Strategic Partnership Agreement shall be negotiated by the Parties on a mutually agreeable date, and City approval of participation in such agreement shall be within the exclusive legislative discretion of the City Council

3.2 Consent to Annexation. **OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING END-BUYERS) AND FUTURE DEVELOPERS OF THE PROPERTY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL PURPOSE ANNEXATION OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND A FINALLY APPROVED AND FULLY EXECUTED STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY AND THE DISTRICT AND WAIVE ALL OBJECTIONS, ELECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS AND FUTURE DEVELOPERS FOR FULL PURPOSE ANNEXATION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT AND SPECIFICALLY THE RESTRICTIONS IN SECTION 3.1 OF THIS AGREEMENT.**

3.3 Limited Purpose Annexation. Owner agrees that the City shall have the right to, but is not obligated to, annex those areas of the Property that are used for, or intended to be used for, commercial development for the sole and limited purpose of allowing the City to impose sales and use taxes within the boundaries of such commercial and/or retail areas to the extent permitted

by State law. The terms and conditions upon which such limited purpose annexations may occur shall be set forth in a strategic partnership agreement prior to the first limited purpose annexation by the City, pursuant to Section 43.0751 of the Texas Local Government Code. No limited purpose annexation pursuant to a strategic partnership agreement shall affect, in any way, the ETJ status of the Property; and, notwithstanding any limited purpose annexation, the areas annexed, as well as the remainder of the Property, shall continue to be located within the ETJ of the City, or the County, if applicable, for the purposes of this Agreement.

ARTICLE IV

GOVERNING REGULATIONS & DEVELOPMENT PROCESS

4.1 Governing Regulations. Development of the Property shall be governed solely by the regulations listed below in this Section 4.1 (collectively, the “Governing Regulations”).

(a) The Concept Plan attached hereto as **Exhibit C**, as amended from time to time in accordance with this Agreement (the “Concept Plan”) and compatible with the City’s thoroughfare plan in place as of the Effective Date of this Agreement, which Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code. In the event of a conflict between the Concept Plan and the City's thoroughfare plan or comprehensive plan, the Concept Plan shall control provided however that all roadways shall comply with the final plat.

(b) Subdivision regulations of the City in effect on the Effective Date of this Agreement (the “Subdivision Regulations”), as expressly amended by the Development Standards (defined herein).

(b) The Development Standards attached hereto as **Exhibit D** (the “Development Standards”).

(c) Approved final plats for all or a portion of the Property.

(d) Duly adopted building codes of the City, as amended (the “Building Codes”), provided such building codes are adopted by ordinance and uniformly applied throughout the City.

(e) Applicable federal, state and local regulations.

4.2 Concept Plan Amendments. The Parties agree the Concept Plan attached hereto as **Exhibit C** was created by Owner for illustrating the boundary, lot mix and general layout of the project. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Administrator of the City may administratively approve any amendments to the Concept Plan that the City Administrator deems in his reasonable discretion to be minor in nature. If the City Administrator deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in applicable City regulations.

4.3 Provisions for Administration of District.

(a) Manufactured Homes. One (1) manufactured home shall be permitted on the Property at any time as necessary to satisfy on-site voter requirements of the TCEQ. Owner shall provide names and contact information for any persons establishing a residence in the home permitted under this Agreement upon reasonable request by the City. No approved plat, building permit, certificate of occupancy, or other permit shall be required to establish such residence.

(b) Director Qualifying Lots. Notwithstanding any other provision of this Agreement to the contrary, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no structure, other than manufactured housing authorized by Section 4.3(a), shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City in accordance with this Agreement. Such temporary manufactured housing shall be removed from the Property when no longer necessary for the purpose of satisfying the on-site voter requirements of the TCEQ.

4.4 Permits & Fees. Except as otherwise provided in Section 4.3, Owner, or any subsequent owner of any portion of the Property, as appropriate, shall request and obtain a building permit from the City for every structure that is constructed on the Property. All fees charged to Owner, or any subsequent owner of any portion of the Property, for building permits shall be the fees that the City charges for building permits inside the corporate boundaries of the City pursuant to its lawfully adopted fee schedule. Additionally, the City of Aubrey shall assess a library services fee of \$5.00 per lot per year in accordance with the City's current Ordinances which shall be collected by the Homeowner's Association and remitted to the City annually. Furthermore, the City of Aubrey shall assess a parkland dedication and development fee at the time of permitting, in an amount not to exceed \$1,500 per dwelling unit at the time of permitting. The City agrees that any fees charged pursuant to this Section 4.4 shall not include any impact fees charged by the City. The City further agrees that no other fees, including, but not limited to, impact fees adopted pursuant to Chapter 395 of the Texas Local Government Code, shall be charged by the City other than the fees described in this Section 4.4.

4.5 Conflicts. In the event of any conflict between this Agreement and any other 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. In any instance of conflict between the Governing Regulations (as amended) and this Agreement (as amended), the terms set forth in this Agreement shall have controlling effect. In the event of any conflict between the Development Standards and any of the other Governing Regulations, the Development Standards shall control. In any instance of conflict between other subparts of the Governing Regulations which address the same subject matter, the more restrictive provision shall control unless otherwise agreed in writing by the Parties. Notwithstanding the foregoing, Owner shall comply with all applicable state and federal regulations.

4.6 Jurisdiction. Pursuant to the Interlocal Cooperation Agreement entered between the City and Denton County, Texas and effective August 13, 2002 (the "Platting ILA"), which grants

exclusive authority to the City pursuant to Section 242.001(d)(1) of the Texas Local Government Code, and Section 242.001(a)(3) of the Texas Local Government Code, the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats, and approval of plans for Public Infrastructure over which the City has jurisdiction such as storm drainage and roadway improvements, for the Property, and the County shall have and exercise no jurisdiction over such matters for the Property. Jurisdiction over plats and plans not controlled by the Platting ILA shall be governed by Texas law.

4.7. Timing of Development Applications. Owner shall coordinate with City staff to ensure that the timing of the filing of any plats and other plans within the scope of Texas Local Government Code Chapter 212, and which are to be reviewed by any City board, commission, or the City Council, shall only occur within an appropriate application filing window that allows for timely review without the necessity of calling special meetings. Pre-application-filing review and City staff assistance will be made available to assist the applicant with assuring completeness and compliance with this Agreement and other applicable City regulations and minimize delays in approval by the reviewing body; provided however, no such pre-application process shall be deemed to constitute the filing of a permit. Upon reasonable request by the City, applicants developing any property subject to this Agreement shall provide the City with written verification of the official filing date assigned to the application materials.

4.7 Water and Wastewater Service. Mustang Special Utility District shall be the retail provider of water and wastewater service to customers located within the Property pursuant to a Non-Standard Service Agreement to be entered into between Owner and Mustang Special Utility District.

4.8 Homeowner's Association Required.

(a) Owners shall create a sustainable and mandatory homeowner's association ("HOA") for the Property that requires membership by all of the owners of a residential lot within the Property.

(b) The HOA shall own and be responsible for the maintenance of any private facilities, appurtenances, and open spaces/common areas and facilities within the Property, unless specifically designated to be owned and maintained by the District.

(c) The HOA shall have covenants and bylaws and 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 HOA must be recorded with the County Clerk for Denton County.

ARTICLE V
FIRE PROTECTION SERVICES AND
POLICE AND EMERGENCY RESPONSE SERVICES

5.1 Interlocal Cooperation Agreements. Owner shall cause the District to enter into Interlocal Cooperation Agreements (“ILAs”) wherein the City shall provide fire protection services and police and emergency response services to the Property. From and after the effective date of said ILAs and continuing until the full purpose annexation of the Property into the corporate limits of the City, the City will provide to the Property police and fire services described in this Article in accordance with the terms of such ILAs and all applicable emergency dispatch agreements with Denton County and other agencies. Unless separately authorized by the City Council or required by state law, the City’s obligation to provide such services shall end immediately if this Agreement is terminated for any reason prior to the City’s full purpose annexation of the Property.

5.2 Police, Fire Fighting and EMS Services. The Owner or the District shall pay a fee in the amount specified in each ILA for the City’s provision of (i) police and patrol services (the “Police ILA”) and (ii) firefighting and EMS services (the “Fire/EMS ILA”). The amount of the fee shall be stated in each ILA as a flat monthly rate charged for each Residential Unit in the District connected to and receiving water utility service from a water supply system. A “Residential Unit” shall mean a residential dwelling. If a multi-family residential structure in the District receives water utility service, the number of Residential Units will correspond to the number of dwelling units in the structure. Any non-residential structures intended for human use or occupancy shall also be deemed a Residential Unit based on the number of water meters at the structure. The initial rate per Residential Unit under the Police ILA shall be \$25.00, and the initial rate per Residential Unit under the Fire/EMS ILA shall be \$30.00. Beginning on the second anniversary of the Effective Date for each ILA, the City may increase the rate charged under each ILA per Residential Unit based on its cost of providing services pursuant to the respective ILA. The City will provide the Owner or the District with written notice, no later than thirty (30) days prior to the anniversary of the Effective Date each subsequent year, of its intent to increase the rate per Residential Unit. The Owner or the District may, at its option upon a reasonable belief that the rate increase is overly burdensome, reject the rate increase by written notice no later than ten (10) days prior to the anniversary of the Effective Date of that year. A rejection of a rate increase shall be regarded as a notice of the Owner’s or the District’s intent not to renew the ILA, and the ILA shall terminate on the next anniversary of the Effective Date. The Parties agree that the Fire/EMS ILA shall contain provisions stating that it shall not be effective until the District has (i) developed a fire plan in accordance with Section 49.351 of the Texas Water Code and the rules of the TCEQ (the “Fire Plan”), (ii) submitted the Fire Plan to the TCEQ for its approval, (iii) obtained TCEQ approval of the Fire Plan, and (iv) obtained approval of the Fire Plan from the voters of the District at an election held for that purpose.

5.3 Other Provisions. The ILA must include terms binding the Owner or the District to perform obligations associated with the Owner or the District in this Agreement and all obligations of Owner which can only be performed through or with the assistance of the District. Any modification of the terms of this Agreement (including but not limited to the content of its exhibits) desired by the District must be (a) separately negotiated, and (b) agreed in writing by the City.

ARTICLE VI

TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and shall continue for a period of thirty (30) years (the “Term”). Notwithstanding any other provision of this Agreement: (a) the validity of any consent to creation of the District, and the limitations in this Agreement on any annexation of the Property into the City, shall not be affected in any way by the expiration of the Term. The total duration of this Agreement and any successive renewals or extensions shall not exceed forty-five (45) years following its Effective Date.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

7.1 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 (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 determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, 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 providing in detail the reasons that the cure will take longer than thirty (30) days with a statement of the number of days requested to cure. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five (5) business days after it is due.

7.2 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, specific performance, mandamus and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall entitle the aggrieved Party to terminate this Agreement or to limit the Term of this Agreement.

7.3 No Waiver of Immunity. No waiver of government immunity by the City is intended or implied by entrance into this Agreement, and the City expressly reserves all available claims and defenses, including but not limited to immunity defenses, against any and all claims by third parties and any cause of action other than a breach of contract claim by Owner.

ARTICLE VIII

ASSIGNMENT, AMENDMENT AND ENCUMBRANCE

8.1 Amendment. This Agreement may be amended only upon written amendment executed by the City and Owner. In the event Owner sells any portion of the Property, Owner may assign to such purchaser the right to amend the Agreement as to such purchased property by written

assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

8.2 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the City, but upon 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 "Assignee") that (i) is an affiliated entity that controls Owner or that is controlled by or under common control with Owner or (ii) is a non-affiliated party that is or will become an owner of any portion of the Property and that has provided documentation of financial ability acceptable to the City to demonstrate that Owner Assignee is qualified to comply with all of the terms of this Agreement applicable to Owners, provided that Owners are not in breach of this Agreement at the time of such assignment. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned (including but not limited to consent to inclusion in City jurisdiction). A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution, and such copy shall identify a contact person representing the Assignee, and such persons' address, telephone number, and email address. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; 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 assignment. 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. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. Failure of Owner to strictly comply with the terms of this paragraph shall constitute as material breach of this Agreement.

8.3 Encumbrance by Owner and Assignees. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in or otherwise encumber any of their respective rights, title or interest under this Agreement for the benefit of their respective lenders without the consent of, but with 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 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.

8.4 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 (defined below) 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 an "Owner" and have all of the obligations of the Owners as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

ARTICLE IX

RECORDATION; ESTOPPEL CERTIFICATES

9.1 Recordation. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the real property records of Denton County. In addition, all assignments to this Agreement shall be recorded in the real property records of Denton County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property as a covenant running with the land; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer (hereinafter defined) except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (a) that the term "End-Buyer" means any owner, tenant, user, or occupant; (b) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records; and (c) that the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations that apply to an individual, final platted lot.

9.2 Estoppels. From time to time upon request of Owner, the District or any successor or assign of Owner or the District (including, without limitation, any Assignee), an authorized representative of the City will, in such person's official capacity, upon payment to the City of a \$300.00 fee plus all reasonable cost incurred, execute a written estoppel that certifies, to his knowledge and belief, that such Party is not in default of its obligations under this Agreement or that identifies any obligations that are in default.

ARTICLE X

ADDITIONAL PROVISIONS

10.1 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; 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.

10.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a “Notice”) shall be in writing, shall be signed by or on behalf of the Party giving the Notice and shall be effective as follows: (a) on or after the 3rd business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by e-mail; or (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed). Notices given pursuant to this section shall be addressed as follows:

CITY: City of Aubrey
107 S. Main St.
Aubrey, TX 76227
Attention: City Secretary
Email: citysecretary@aubreytx.gov

With copy to:

Messer, Fort, McDonald
ATTN: Patricia Adams
6371 Preston Road, Suite 200
Frisco, TX 75034
Email: patricia@txmunicipallaw.com

OWNER: Clayton Lee Boyd, Investment Trustee under
the Boyd 2021 Investment Trust created under
agreement dated October 26, 2021
7737 East FM 922
Valley View, TX 76272
Attention: Clayton Boyd
Email: claytonboyd84@hotmail.com

With a copy to:

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

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

Exhibit A	Property Description
Exhibit B	Consent Resolution
Exhibit C	Concept Plan
Exhibit D	Development Standards

10.4 Interpretation. In all clauses of this Agreement, a designation of a party by proper name or a defined term (e.g., “Party”, “City”, “Owner”, etc.) is intended to be and shall be construed as inclusive of all employees, officials, officers, owners, agents, heirs, successors in interest, assigns, and other authorized representatives that are implicated in the duties to act or to refrain from action relating to its subject matter. The Parties acknowledge that each of them 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 or against any Party, regardless of which Party originally drafted the provision or the Party’s respective contributions to the editing process.

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council 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. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, that the individual(s) executing this Agreement on behalf of Owner has been duly authorized to do so on behalf of their respective principal(s). Owner further represents and warrants that its undersigned representatives collectively represent each and every owner of the Property as of the date of its execution. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code to the extent the Property is located in the City’s ETJ at the time of such performance.

10.6 Entire Agreement: Severability. 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. 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, 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. Without limiting the generality of the foregoing, if it is determined that, as of the Effective Date, Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own.

10.7 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the parties are performable in Denton County. Venue for any action to enforce or construe this agreement shall be Denton County.

10.8 No Waiver. Any failure by a Party to insist upon strict performance by another 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.

10.9 No Third-Party Beneficiaries. Except as provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the entities expressly named and designated as part of the collectively "Parties." An End-Buyer shall be considered a third-party beneficiary of this Agreement but only for the limited purposes for which an End-Buyer is bound by this Agreement (including but not necessarily limited to those obligations applicable to End-Buyer by virtue of covenants running with the land prior to acquisition of ownership interest, e.g., consent to full purpose annexation). 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.

10.10 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, 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 the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

10.11 Counterparts. This Agreement may be executed in any number of counterparts with duplicative signature pages, each of which shall be deemed an original and constitute one and the same instrument having identical material terms.

10.12 Litigation Expenses. Either Party to this Agreement who is the prevailing party in any legal proceeding against the other Party, brought in relation to this Agreement, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party to the extent permissible under law.

10.13 Further Documents. Each Party shall, upon written request of the other Party,

execute and deliver such further documents and perform such further acts (e.g., provide written memorialization of agreement, consent, approval, request, etc.) as may be requested to effectuate the terms of this Agreement and achieve the intent of the Parties, and such further performance, documentation, or consents shall not be unreasonably withheld. Written requests may be directed only to a person listed in Section 10.2 above or as may be designated in writing by the receiving Party. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council of Aubrey, Texas ("City Council") seated at the time that this Agreement is executed or any future City Council.

10.14 Anti-Boycott Verification. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

10.15 Iran, Sudan and Foreign Terrorist Organizations. Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Owner and exists to make a profit.

10.16 Fossil Fuels Boycott Verification. As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Owner hereby verifies that Owner, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

10.17 Firearms Discrimination Verification. As required by Section 2274.002, Texas

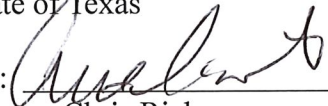
Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Owner hereby verifies that Owner, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

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

[Signatures follow on the next pages]

EXECUTED by the authorized representatives of Owner and the City to be effective as of the Effective Date.

CITY OF AUBREY, TEXAS,
a Type A general law municipality of the
State of Texas

By: 
Name: Chris Rich
Title: Mayor

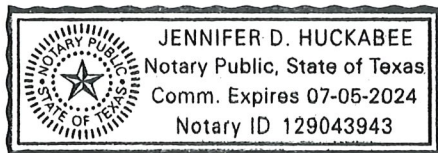
ATTEST:

By: 
Name: Jenny Huckabee
Title: City Secretary



STATE OF TEXAS §
 §
COUNTY OF DENTON §

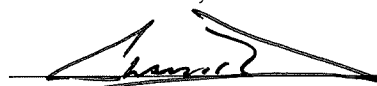
This instrument was acknowledged before me this 7th day of June, 2022, by Chris Rich, Mayor of the City of Aubrey, Texas, a general law municipality of the State of Texas, on behalf of said City.




Notary Public in and for the State of Texas

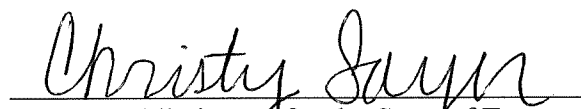
OWNER:

CLAYTON LEE BOYD, INVESTMENT
TRUSTEE UNDER THE BOYD 2021
INVESTMENT TRUST CREATED
UNDER AGREEMENT DATED
OCTOBER 26, 2021


Clayton Boyd, Investment Trustee

STATE OF TEXAS §
 §
COUNTY OF Denton §

This instrument was acknowledged before me this 7 day of June, 2022, by Clayton Boyd, Investment Trustee under the Boyd 2021 Investment Trust created under agreement dated October 26, 2021, on behalf of said trust.


Notary Public in and for the State of Texas

(SEAL)

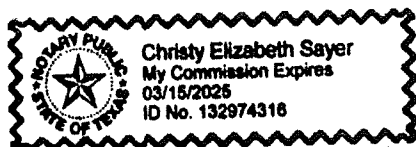


EXHIBIT A

PROPERTY DESCRIPTION

Being a tract of land situated in the F. H. Pollard Survey, Abstract No. 995, Denton County, Texas and being part of a called 193.858 acres tract of land described in Deed to S.A. Polo Inc. as recorded in Document No. 2005-128691, Official Records, Denton County, Texas, and being more particularly described herein as follows:

BEGINNING at a 6 inch wood fence corner post with a nail on top found in the East Right-of-Way line of F.M. 2931 (a called 100' R.O.W.) for the Southwest corner of said S.A. Polo tract and the Northwest corner of a called 2,439.8661 acres tract of land described in Deed to Sandbrock Investments, Inc. as recorded in Instrument No. 2004-1916, said Official Records;

THENCE North 01 degrees 51 minutes 13 seconds East, with the West line of said S.A. Polo tract, along the East line of said F.M. 2931, a distance of 1,281.16 feet to a 5/8 inch iron rod with plastic cap stamped "PLS, INC" (typical) set for the Northwest corner of the herein described tract;

THENCE South 88 degrees 08 minutes 47 seconds East, with the North line of the herein described tract, severing said S.A. Polo tract, passing at a distance of 3,044.06 feet a 5/8 inch iron rod set in a fence line for reference, and continuing along said course for a total distance of 3,091.38 feet to a point in the centerline of a Water Haul Branch and in the recognized East line of said S.A. Polo tract for the Northeast corner of the herein described tract;

THENCE with the recognized East line of said S.A. Polo tract, along the meanders of said branch, the following fourteen (14) courses and distances:

1. South 15 degrees 33 minutes 49 seconds West, a distance of 9.78 feet to a point for corner;
2. South 20 degrees 18 minutes 15 seconds West, a distance of 119.86 feet to a point for corner;
3. South 12 degrees 39 minutes 12 seconds West, a distance of 234.81 feet to a point for corner;
4. South 00 degrees 08 minutes 16 seconds East, a distance of 158.15 feet to a point for corner;
5. South 07 degrees 30 minutes 59 seconds West, a distance of 170.19 feet to a point for corner;
6. South 05 degrees 23 minutes 05 seconds West, a distance of 176.55 feet to a point for corner;
7. South 00 degrees 47 minutes 31 seconds East, a distance of 125.47 feet to a point for corner;
8. South 03 degrees 53 minutes 06 seconds West, a distance of 111.85 feet to a point for corner;
9. South 21 degrees 36 minutes 51 seconds West, a distance of 47.99 feet to a point for corner;
10. South 17 degrees 14 minutes 35 seconds East, a distance of 71.68 feet to a point for corner;
11. South 25 degrees 41 minutes 08 seconds East, a distance of 45.77 feet to a point for corner;
12. South 50 degrees 33 minutes 32 seconds East, a distance of 40.53 feet to a point for corner;
13. South 23 degrees 15 minutes 08 seconds East, a distance of 45.43 feet to a point for corner;
14. South 18 degrees 21 minutes 21 seconds East, a distance of 10.01 feet to a point for the recognized Southeast corner of said S.A. Polo tract and a recognized Northeast corner of said Sandbrock Investments tract;

THENCE North 87 degrees 21 minutes 33 seconds West, with the South line of said S.A. Polo tract and the North line of said Sandbrock Investments tract, passing at a distance of 131.84 feet a 4 inch wood fence corner post found for reference, and continuing along said course for a total distance of 3,070.33 feet to the **POINT OF BEGINNING** and containing, within the metes and bounds herein recited, 90.000 acres of land, more or less.

EXHIBIT B

CONSENT RESOLUTION

RESOLUTION NO. 882-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBREY, TEXAS CONSENTING TO THE CREATION OF RIBBONWOOD MUNICIPAL UTILITY DISTRICT NO. 1 OF DENTON COUNTY, WHICH LIES WITHIN THE EXTRATERRITORIAL JURIDICITION OF THE CITY OF AUBREY, TEXAS, WITH CONDITIONS; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Clayton Boyd, an individual (the "Petitioner"), requests that the City of Aubrey, Texas consent to the creation of Ribbonwood Municipal Utility District No. 1 of Denton County (the "District") to serve the approximately 90 acres of land, more or less, in Denton County, Texas as described in **Exhibit "A"**, "Property Description" (the "Property") attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the land to be included within the District is located the extraterritorial jurisdiction of the City of Aubrey, Texas; and

WHEREAS, the Petitioners have submitted to the Mayor and City Council of the City of Aubrey, Texas a Petition for Consent to Creation of Ribbonwood Municipal Utility District No. 1 of Denton County; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the City Council of the City of Aubrey, Texas desires to adopt a Resolution for the purpose of consenting to the creation of the District and consenting to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. That the City Council of the City of Aubrey, Texas hereby grants its consent to the creation of Ribbonwood Municipal Utility District No. 1 of Denton County on that portion of the property described on the attached metes and bounds description (Exhibit "A") and located within the extraterritorial jurisdiction of the City of Aubrey and to consent to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system, subject to the following are conditions:

(a) The City's consent is provided only for the Property boundaries described in the Agreement and is not for the District's annexation of additional land in the City's extraterritorial jurisdiction.

(b) The District will acquire easements, construct and provide infrastructure for onsite and offsite improvements to allow the District to provide water and wastewater for domestic uses through a third party provider, and will acquire easements, construct and provide infrastructure for storm drainage and other public utilities and infrastructure to the Property for domestic uses, in accordance with a final plat of the Property. The final plat of the Property shall be subject to approval of City, with the intent and understanding that the District easements and infrastructure will be dedicated to the third party provider, District, or City as applicable.

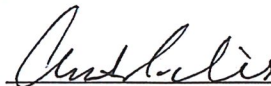
(c) District may not collect, transport, process, dispose of and/or control industrial, commercial, or residential wastes, regardless of state.

(d) The District may not gather, convey, divert and/or control local storm water runoff or other local harmful excesses of water in the District without prior approval from the City. The District may not assess storm drainage utility fees for capital improvements, organization expenses, operation and maintenance expenses or any other storm water related expense.

(e) Amount of bonded indebtedness issued by the District, including soft costs and creation and operation costs, shall be limited to bonds with maturities of thirty (30) years or less and up to an amount not to exceed the costs of onsite and offsite infrastructure improvements for the Property for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary for the construction of the onsite and offsite improvements to the Property. All bonds shall have a maximum ten (10) year call on all bonds issued by the District.

Section 3. That this Resolution take effect immediately from and after its passage and is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Aubrey, Texas on the 22ND day of March, 2022.


Chris Rich, Mayor

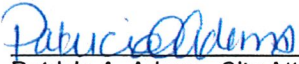
ATTEST:


Jenny Huckabee, City Secretary



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APPROVED AS TO FORM:



Patricia A. Adams, City Attorney

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EXHIBIT "A"
PROPERTY DESCRIPTION

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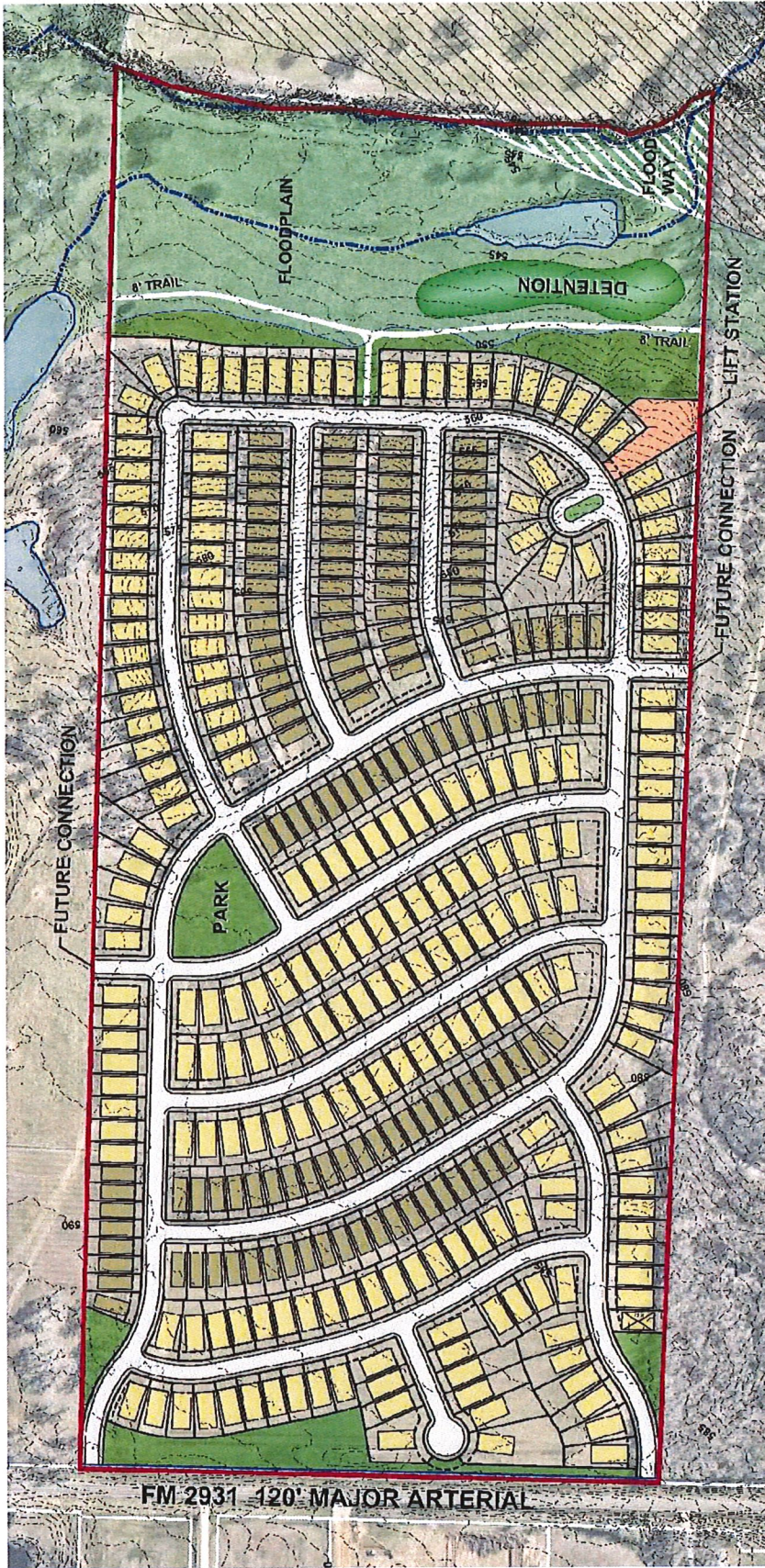
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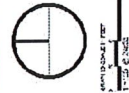
THENCE North 87 degrees 21 minutes 33 seconds West, with the South line of said S.A. Polo tract and the North line of said Sandbrock Investments tract, passing at a distance of 131.84 feet a 4 inch wood fence corner post found for reference, and continuing along said course for a total distance of 3,070.33 feet to the **POINT OF BEGINNING** and containing, within the metes and bounds herein recited, 90.000 acres of land, more or less.

EXHIBIT C

CONCEPT PLAN



NOT TO SCALE
 ALL DIMENSIONS ARE IN FEET
 UNLESS OTHERWISE NOTED
 DATE: 05/10/2022



Land Use Acreage Summary

Land Use	Acres	% of Total
Residential (all)	70.0	77.8%
Open Space	1.5	1.7%
Detention	1.2	1.4%
Park	1.4	1.6%
Total	90.0	100.0%

Lot Type Summary

Lot Type	Count	% of Total
Single-Family Detached	133	35.7%
Single-Family Attached	218	61.3%
Total	351	100.0%

Density Summary (Units per Acre)

Category	Density
Overall Density	4.0
Max Density	6.5

RIBBONWOOD MUD #1

Audrey ETJ, Denton County, Texas
 May 2022

Kimley-Horn
 2100 West 10th Street
 Suite 100, Denton, TX 76205
 Phone: 940.383.1111
 Email: info@kimley-horn.com

EXHIBIT D

DEVELOPMENT STANDARDS

Exhibit D
Community Planning Standards (CP Standards)

I. PLANNING STANDARDS

1. Purpose: The purpose and intent of these Community Planning Standards are to provide quality subdivision development with residential use for the Property. Capitalized terms not otherwise defined in this Exhibit D have the meanings given such terms in the Development Agreement to which this Exhibit D is attached.
2. Lot Regulations: The following regulations apply to the Property:

SF-4.8 Single Family Residential, 4,800 sf minimum lot (max 40% of lot total)
SF-6 Single Family Residential, 6,000 sf minimum lot

Lot Regulations:

SF-4.8

<u>Regulation</u>	<u>Criteria</u>
1. Minimum Lot Size	4,800 S.F.
2. Minimum Lot Width (*)	40 feet
3. Minimum Lot Depth (**)	120 feet
4. Minimum Front Yard Setback	22 feet
5. Minimum Garage Setback	22 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 Dwelling Unit Size	1000 S.F.
11. Maximum Lot Coverage (***)	60 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 108 feet.	
*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.	

SF-6

<u>Regulation</u>	<u>Criteria</u>
1. Minimum Lot Size	6,000 S.F.
2. Minimum Lot Width (*)	50 feet
3. Minimum Lot Depth (**)	120 feet
4. Minimum Front Yard Setback	22 feet
5. Minimum Garage Setback	22 feet
6. Side Yard Setback (Interior Lot)	5 feet
7. Side Yard Setback (Corner Lot/Adjacent to ROW)	10 feet
8. Rear Yard Setback	18 feet
9. Maximum Height	35 feet
10. Minimum Dwelling Unit Size	1200 S.F.
11. Maximum Lot Coverage (***)	60 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 110 feet.

*** Maximum Lot Coverage percentage shall be exclusive of gazebos, pools, and outdoor living areas.

3. Regulations Applicable: All regulations and standards pertaining to the development of the Property set forth in this Agreement and all exhibits hereto together with the following regulations and standards as modified by this Agreement shall constitute the exclusive development regulations and conditions applicable to the Property (the regulations and standards described above and set forth below, and as set forth in or modified by all exhibits attached hereto and in any final plats and construction plans hereafter approved for future phases (the “Development Regulations”)):

- a. Property Maintenance Code adopted by the City Council on May 29, 2007, by Ordinance No. 383-07.
- b. Nuisance Ordinance adopted by the City Council on July 16, 2002, by Ordinance No. 321-02.
- c. Maximum block length for the development shall not exceed 1050-feet measured from edge of right-of-way to edge of right-of-way.

4. Hike and Bike Trail System: The Property shall be developed in a manner generally consistent with the hike and bike trail system depicted upon the Concept Plan. The trail system will consist of a combination of eight feet (8') sidewalks through open space and five feet (5') sidewalks located in street right-of-way, as shown on Exhibit C, The Concept Plan, attached hereto.
5. Neighborhood Park: Minimum open space requirements shall include four (4) of the following amenities to be located in the neighborhood park shown on the Concept Plan:
 1. Playground Equipment,
 2. Surfaced Sports Court for Basketball with Two Goals,
 3. Pavilion structure with picnic table;
 4. Four benches located around the neighborhood park with waste receptacle,
 5. Four pet waste stations with two located within the neighborhood park and two located within the open space adjacent to the trail,
 6. Parking for Playground/Play Areas (parallel parking or head-in parking added to adjacent streets is acceptable);
 7. Landscape and Irrigation. Perimeter of park areas and sports fields shall be irrigated. Areas intended to be natural shall not require irrigation;
6. Homeowner's Association (HOA):
 1. In accordance with this Ordinance, a HOA shall be established to maintain open space, recreational areas, and other commonly owned facilities.
 2. The developer is responsible for drafting the HOA documents pertaining to the HOA's responsibilities to maintain these areas.
 3. Prior to approval of a Final Plat, a document establishing the HOA shall be submitted to the City for review and approved by the City for conformance with all requirements and other applicable ordinances.
7. Exterior Wall Masonry: All exterior walls, excluding doors, windows, and window units, shall be comprised of at least sixty (60) percent 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 (50) percent of any exterior unless the style of the home calls for 100% HardiPlank such as the Cape Code or Victorian products.
8. Floodplain Dedication: All floodplain areas shall be dedicated to the District and shall be considered common open space.
9. Lot Orientation: Lots may face, back or side any open space, park, floodplain, trail or other public access area. Lots shall comply with setbacks as specified in Section 2 of these CP Standards. Lots can

back to streets with a right of way width of 80 feet or more. Lots can front streets with a right of way width of 80 feet or less.

10. Public Access: A 20-foot wide public access easement shall be placed at a minimum of 1200 foot spacing along floodplains, parks or other open spaces where no adjacent street is provided. Drainage and utility easements can serve as a public access easement, provided they are at least 20 feet in width. An 8-foot trail shall be provided in the public access easement between a street and the corresponding open space.

II. DESIGN STANDARDS

As applicable, Design Standards shall conform to the City of Aubrey standards with the exception that they will conform to Mustang SUD for water and sewer.

III. CONSTRUCTION AND IMPROVEMENTS

As applicable, Construction and Improvements shall conform to the City of Aubrey standards with the exception that they will conform to Mustang SUD for water and sewer.