AGENDA
CITY COUNCIL MEETING
MARCH 10, 2026
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032 5:30 PM

1. CALL TO ORDER

2. EXECUTIVE SESSION
   The City Council for the City of McLendon-Chisholm, Texas, reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551,§551.071 - Consultation with attorney

3. INVOCATION AND PLEDGE

4. RULES OF DECORUM

5. PROCLAMATIONS

6. CITIZEN COMMENTS

7. CONSENT AGENDA

   7.1. Consider approving an amendment to the language of Proposition A on Ordinance 2026-01, ordering a special election for the purpose of the Abolition of an additional sales and use tax within the McLenon-Chisholm City Limits at the rate of 0.5 percent and the adoption of a local sales and use tax in Mclendon-Chisholm at the rate of 0.50 percent to provide revenue for maintenance and repair of municipal streets.

   7.2. Consider approval of Minutes from February 24, 2026 City Council meeting.

8. ITEMS FOR DISCUSSION

   8.1. Receive a presentation from Sign Central Media regarding a Kiosk Sign Program.

   8.2. Discuss and consider approval of an ordinance amending Chapter 10, "Subdivision Regulation", of the Code of Ordinances by adding Article 10.04 "ETJ Subdivision Administration and Infrastructure Standards":

   8.3. Discuss and consider approval of a Final Plat for the Horizon Lakes subject property, "Infrastructure Phase 1", being 28.95 acres of land within the Horizon Lakes master-planned community. This property is located north of the intersection of Pullen Road and FM 550. Rockwall CAD Property ID 115324

and 115325

8.4. Discuss and consider approval of a final plat for the Horizon Lakes subject property, "Infrastructure Phase 2", being 37.211 acres of land within the Horizon Lakes master-planned community. This property is located north of the intersection of Pullen Road and FM 550. Rockwall CAD Property ID 115324 and 115325.

8.5. Discuss and consider approval of a final plat for the Horizon Lakes subject property, " Village 3, Phase 1", being 23.404 acres of land within the Horizon Lakes master-planned community. This property is located North of the intersection of Pullen Road and FM 550. Rockwall CAD Property ID 115324

8.6. Discuss and consider approval of a Preliminary Plat for the Sonoma Verde subject property "North Tract" being 315.113 acres of land within the Sonoma Verde master-planned community. This property is located NW of Edwards Road in the Sonoma Verde Development. Rockwall CAD Property ID 10076 and 10049

9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of McLendon-Chisholm; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of McLendon-Chisholm that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of McLendon-Chisholm; and announcements involving an imminent threat to the public health and safety of people in the City of McLendon-Chisholm that has arisen after posting the agenda.

10. ADJOURN

I, Angela Jennings, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 5:00 p.m.,March 3, 2026, on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.

ORDINANCE NO. 2026-

AN **ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS APPROVING THE ORDER OF A SPECIAL ELECTION FOR THE PURPOSE OF THE ABOLITION OF AN ADDITIONAL SALES AND USE TAX WITHIN THE MCLENDON-CHISHOLM CITY LIMITS AT THE RATE OF 0.5 PERCENT AND THE ADOPTION OF A LOCAL SALES AND USE TAX IN MCLENDON-CHISHOLM AT THE RATE OF 0.5 PERCENT TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS**.

WHEREAS, the Texas Local Government Code provides special elections to be held on an authorized uniform election date as provided by Chapter 41 of the Texas Election Code; and

WHEREAS, Chapter 41 of the Texas Local Government Code provides that the first Saturday in May, being May 2, 2026, is an authorized uniform election date for municipal elections; and

WHEREAS, the Texas Election Code requires that the governing body of the City is responsible for ordering the special election for determining whether or not to repeal the sales and use tax within the city at the rate of one half of one percent used to reduce the property tax rate as allowed under Tax Code Section 321.101 ; and

WHEREAS, the City will hold a special election on May 2, 2026 for the purpose of whether or not to repeal the sales and use tax rate within the city at the rate of one half of one percent being used to reduce the property tax rate. The one half of one percent sales tax shall be earmarked and used to provide revenue for maintenance and repair of municipal streets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1 . The recitals set forth in the WHEREAS clauses of this ORDINANCE are true and correct, constitute findings and determinations by the City Council acting in its legislative capacity and are incorporated herein.

SECTION 2, That the City Council hereby approves the City of McLendon-Chisholm, Texas Order of Special Election for the purpose of submitting to the voters the question of whether to repeal the sales and use tax used to reduce the property tax rate, as allowed under Tax Code Section 321.101, for all purposes and authorizes the Mayor and Council Members to execute the Order. The ballot to be used in such election shall be, as closely as can be provided by the equipment and ballots provided by the Rockwall County Elections Administration, in the following form:

PROPOSITION A

THE ABOLITION OF AN ADDITIONAL SALES AND USE TAX WITHIN THE MCLENDON-CHISHOLM CITY LIMITS AT THE RATE OF 0.5 PERCENT AND THE ADOPTION OF A LOCAL SALES AND USE TAX IN MCLENDON-CHISHOLM AT THE RATE OF 0.5 PERCENT TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS.

"FOR"

_____

"AGAINST"

_____

SECTION 3. The entire City shall constitute one election precinct for this election and the election precincts listed in elections contract with Rockwall County are hereby designated the polling place. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Contract.

On Election Day, the polls shall be open from 7:00 A.M. to 7:00 P.M.

Early voting by personal appearance shall also be conducted at the locations listed in the elections contract with Rockwall County as Exhibit "A". City of McLendon-Chisholm voters may vote at any of the additional Early Voting locations open under full contract services with the Rockwall County Elections Administration. If the election services contract with the Rockwall County Elections Administrator revises the polling places listed previously, the City will utilize the polling places designated in said Election Services Contract, as the same may be amended from time to time.

Applications for ballot by mail shall be received and processed by the Rockwall County Elections Administrator, Christopher J Lynch, located at **1101 E Yellow Jacket Ln Suite 150, Rockwall, Texas 75032.** Applications for ballots by mail must be received **no later than the close of business on April 20, 2026.**

Early voting for the General, Election shall begin **Monday April 20,2026** and ends **Tuesday, April 28, 2026**, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be determined in accordance with the provisions of Contract.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contract.

SECTION 4. All ballots shall be prepared in accordance with Texas Election Code. Paper ballots shall be used for early voting and for voting on Election Day. In accordance

with Section 61.012 of the Texas Election Code, the City will provide, in every polling place, at least one voting station that is accessible to a voter with disabilities. All expenditures necessary to conduct the election, purchase materials, and the employment of all election officials are hereby authorized in accordance with the Texas Election Code.

SECTION 5. Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary after the closing of the polls.

SECTION 6. All ordinances and resolutions, or parts thereof, which are in conflict or or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 7. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 8. This Ordinance shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS THE DAY OF , 2026

APPROVED:

_____
Bryan McNeal

ATTEST:

_____
Angela Jennings

MINUTES
City Council
February 24, 2026
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032 5:30 PM

COUNCIL PRESENT:	Council Member Donald Goodwin Council Member Arik Towry	Council Member Dennis London Council Member John Powers
STAFF PRESENT:	Fabrice Kabona, City Manager Angela Jennings, City Secretary Peyton Sherman, City Planner Eddie Stough, Fire Chief	Michael Halla, City Attorney Rockwall County Sheriff's Deputy

1. CALL TO ORDER

Council Member John Powers acting as Mayor Pro Tem opens meeting at 5:30

2. EXECUTIVE SESSION

The City Council for the City of McLendon-Chisholm, Texas, reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551,§551.071 - Consultation with attorney, §551.072 - Real Property; §551.073 - Prospective Gifts; §551.074 - Personnel Matters; §551.076 - Security Devices; §551.086 - Utility Competitive Matters; and §551.087 - Economic Development Negotiation

Acting Mayor Pro Tem John Powers adjourns council into executive session @ 5:33 PM

Acting MPT calls council back to order and reconvenes general session at 6:31PM

2.1. Consultation with attorney to discuss a site plan for a 1.5 acre lot generally located at the southeast corner of FM 550 and State Highway 205 Rockwall CAD Property ID 101321, designated as Block1, Lot 1-R and zoned a Planned Development District with city limits of the City of McLendon-Chisholm.

3. INVOCATION AND PLEDGE

Council Member Dennis London leads the council in the invocation.
Chief Stough leads council and audience in both the US and TX pledges.

Prior to moving the next agenda item Dennis London moves that CM John Powers serves as presiding officer for tonight's meeting.
Council member Donald Goodwin seconds the motion,
Motion passes Unanimously.

4. RULES OF DECORUM

Acting MPT reminds audience and speakers of the rules of decorum and asks that comments be limited to 3 minutes.l

5. PROCLAMATIONS

6. PUBLIC HEARING

6.1. Discuss and consider an ordinance amending the City's zoning ordinance by adding a new section 5.2, "State Highway 205 Overlay District," to Article 5, "Special Districts".

Dennis London - spoke on the overlay stating that it is the right thing to do and will give residents a clear picture of what new businesses will look at, and developers a clear view on what is expected with each project. It is about predictability and responsibility for the growth of our city.

7. CITIZEN COMMENTS

Mark Kipphut spoke on his pride for the city and what they have accomplished and stated it is now time to focus on improving the city's financial stability and public safety. Our fire dept has grown into a very professional and capable department. He believes that the fact that we provide fire service to all of district 22 and the citizens of McLendon-Chisholm pay for 90% of the coverage for just as many people outside the city as within. He asks the council to please look at updating the construct of this agreement. Being good neighbor is a two way street. If everyone who received service paid their fair share, it would free up money to use for maintaining streets and other services.

Tony Crawford announced there will be a candidate forum at city hall on March 26, 2026 at 6:30PM Everyone is invited to attend to meet all candidates for city council.

There were no more comments.

8. CONSENT AGENDA

RESULT:	Approve Consent Agenda
MOTIONED BY:	Council Member Arik Towry
SECONDED BY:	Council Member Donald Goodwin
FOR:	4 - Unanimous
AGAINST:	None
ABSTAIN:	None

8.1. Minutes for Feb 10, 2026 City Council Meeting

9. ITEMS FOR DISCUSSION

9.1. Discuss and consider the selection and appointment of an Interim Mayor Pro Tem (MPT) to serve until a permanent appointment is made.

John Powers introduces item 9.1.
There was a motion made to appoint John Powers and Mayor Pro Tem until a permanent appointment is made.

RESULT:	**APPROVED TO APPOINT JOHN POWERS AS MAYOR PRO TEM**
MOTIONED BY:	CM Dennis London
SECONDED BY:	CM Donald Goodwin
FOR:	3
AGAINST:	None
ABSTAIN:	1

9.2. Receive a presentation and discuss the 2025 Sanitation Services Annual Review from CWD.

Jason Roemer and Wanda Smith give the annual review for CWD.
There were a few questions from the council and thanks to Jason for the report

9.3. Discuss and consider a resolution approving an agreement for professional services with Volkert, Inc. for the roads assessment project.

MPT John Powers introduces the item and ask City Manager Fabrice Kabona for the staff report.

Mr Kabona explains that this service was sought out as a result of the instructions given to staff by council to prioritize road improvement projects. He introduces Volkert representive to answer questions about the report.

CM Towry ask Fabrice what is included in the bid price. He inquired if engineering standards were included in the package. He states that is the only part that he thinks we need. The price tag doesnt really make sense to him,

CM London ask if the 2023 survey they did included all the streets?. Fabrice answered that the last report only had city owned streets. Also ask if gated communities will also be included.

CM Goodwin states he does not believe now is the time for the cost. Asked if we have a breakdown on the different cost, the engineer standards and manual. Mr Kabona states
estimated cost for engineer standards and manual is $32,000.00

MPT John Powers states that even though this was originally his agenda item, he thought it was important to know what roads were out there and what shape they were in. He also believes that the price tag is just too much for him. Council directs staff to put this out to bid

9.4. Discuss and consider approving a Master Agreement for Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) Creation and Administration Project Agreement Form related to the Willow Creek Public Improvement District.

MPT Powers ask for a motion.
Mr. Kabona introduces the item and explains the contents of the agreement. He pointed out that the council has already approved the PID and the agreement is to allow P3 to oversee the PID.
CM London wants to make sure this is only for the PID and not the TIRZ. Mr. Kabona confirms it is just the PID
CM Goodwin also ask a few questions about the TIRZ. P3 representative answers council questions and when asked explained what a TIRZ is and how it functions.

RESULT:	**APPROVED AGREEMENT FOR PID, REMOVING MENTION OF THE TIRZ**
MOTIONED BY:	CM Donald Goodwin
SECONDED BY:	CM Arik Towry
FOR:	4 - UNANIMOUS
AGAINST:	None
ABSTAIN:	None

9.5. Discuss and consider an ordinance amending the City's zoning ordinance by

adding a new section, 5.2, "State Highway 205 Overlay District", to Article 5, "Special Districts".

RESULT:	**APPROVED TO**
MOTIONED BY:	CM Dennis London
SECONDED BY:	CM Donald Goodwin
FOR:	4 - Unanimous
AGAINST:	None
ABSTAIN:	None

MPT John Powers ask CM Towry to explain the ordinance since he was the person who brought this to the table. He also says thank you and thinks it is a good move for the city.
CM Towry explained what was behind the overlay and pointed out a few of the specific items that will help to beautify the commercial areas of the city.
CM London spoke about the overlay and the response they have gotten so far. He believes that it also lays out clearly what we expect from all involved.
CM Goodwin says thank you for doing the work and bringing this to council.

10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of McLendon-Chisholm; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of McLendon-Chisholm that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of McLendon-Chisholm; and announcements involving an imminent threat to the public health and safety of people in the City of McLendon-Chisholm that has arisen after posting the agenda. Fabrice Kabona - Reminder to the residents that we still have plenty of opportunities to serve on the varies boards. CM Goodwin - Breakfast with the council - 8AM Rosa's - still looking for park board members. CM Towry - thank you to staff for all the work you did on the overlay. CM London - reminds people to vote, and lets public know that he is running again for his current seat.

Fabrice Kabona - Reminder to the residents that we still have plenty of opportunities to serve on the varies boards.
CM Goodwin - Breakfast with the council - 8AM Rosa's - still looking for park board members.

CM Towry - thank you to staff for all the work you did on the overlay.
CM London - reminds people to vote, and lets public know that he is running again for his current seat.

11. ADJOURN

Mayor Pro Tem John Powers adjourns the meeting at 7:32 PM

[MIN_SIGNATURES]

City of McLendon-Chisholm

Staff Report

Date: March 10, 2026

Agenda Item: Receive a presentation regarding a Kiosk Sign Program.

Background:

City Council will receive a presentation from Sign Central Media regarding a Kiosk Sign Program. The presentation will include the following potential benefits of a Kiosk Sign Program:

- Reduce temporary sign clutter
- Creates a clean, organized appearance.
- Enhances corridor character
- Supports local businesses
- Strengthens branding and corridor identity
- Reduces enforcement burden (temporary sign violations)
- Supports local economic development strategy

Kiosks are currently not allowed within city limits. Should City Council desire to allow kiosk signage, it would require an ordinance amendment (Chapter 3, Article 3.05 “Signs”), including location restrictions (ROW vs. private property) and size/height limits.

Presenter: Fabrice Kabona, City Manager

NATIONAL SIGN PLAZAS

Sample Ordinance Language – Kiosk Sign Program

Kiosk Sign Program:
The [City/County] Council, by duly executed license agreement, shall grant an exclusive right to design, install, and maintain standardized kiosk structures within the public right-of-way or other designated public property.

a) Design Standards:
All kiosk structures shall conform to the design, construction, and safety specifications approved by the [City/County]. Such specifications may include size, materials, color, breakaway features, and other design requirements to ensure consistency, durability, and public safety.

b) Location Approval:
Prior to installation, the licensee shall submit a location plan for review and approval by the [City/County] to ensure compliance with applicable safety, accessibility, and visibility standards.

c) Safety and Accessibility:
Kiosk structures shall include breakaway design features as required for traffic control devices in the right-of-way and shall not interfere with sidewalks, trails, sightlines, utilities, or traffic control devices.

d) Illumination:
Kiosk structures shall not be internally illuminated unless otherwise approved by the [City/County] in accordance with adopted lighting standards.

e) Maintenance:
All kiosk structures shall be maintained in a clean and like-new condition. The area surrounding each kiosk shall be kept free of litter, grass, weeds, or debris.

f) Compliance with State and Federal Requirements:
No kiosk structure shall be placed within a state or federal highway right-of-way without the written authorization of the appropriate transportation agency.

g) License Agreement Consistency:
All kiosk structures and operations shall comply with the terms of the license agreement executed between the [City/County] and the licensee and with this Ordinance.

This sample ordinance language is intended to serve as a framework for communities interested in implementing a kiosk-based wayfinding program within the public right-of-way. It emphasizes local control, safety, and consistency — ensuring that kiosk structures are designed, placed, and maintained to meet the community's standards for appearance, durability, and functionality.

By outlining general design and location requirements within the ordinance and addressing operational details through a separate license agreement, this approach allows the city to maintain oversight, protect public safety, and enhance community aesthetics while enabling a coordinated signage system that supports local growth and development.

City of McLendon-Chisholm

Staff Report

Date: March 10, 2026

Agenda Item: Discuss and consider an ordinance amending chapter 10 “Subdivision Regulation” of the Code of Ordinances by adding Article 10.04 “ETJ Subdivision Administration and Infrastructure Standards”.

Background:

The City of McLendon-Chisholm has authority under Chapter 212 of the Texas Local Government Code to regulate subdivision activity within its Extraterritorial Jurisdiction (ETJ).

Currently, Chapter 10 governs subdivision regulations within the City. The proposed amendment formally adds Article 10.04 to clarify how subdivision plats and infrastructure improvements within the ETJ are to be administered and reviewed.

This ordinance provides clarity, predictability, and legal reinforcement regarding the City’s subdivision authority in the ETJ. It:

- Ensures consistent infrastructure standards between City limits and ETJ developments.
- Protects public health, safety, and welfare by requiring adequate infrastructure.
- Avoids unintended waiver of subdivision standards through blanket language in development agreements.
- Aligns City procedures with recent statutory updates, emphasizing objective and ministerial review processes.

As the City continues to experience growth, this amendment strengthens the City’s ability to manage infrastructure impacts responsibly while remaining compliant with state law.

Options/Alternatives:

1. City Council may approve the Ordinance, as presented.
2. City Council may deny the Ordinance.

Recommendation:

Staff recommend approval of the Ordinance, as presented.

Attachments:

- Ordinance
- ETJ City Council Comprehensive Summary

Presenter: Fabrice Kabona, City Manager

City Council Comprehensive Summary – ETJ Chapter 10 Amendment (Section 10.04)

This summary provides a comprehensive overview of the proposed amendment to Chapter 10 adding new Section 10.04 related to subdivision administration within the City's Extraterritorial Jurisdiction (ETJ). The intent of this Amendment is to clarify existing authority, strengthen transparency, and ensure consistent protection of public infrastructure and community interests while remaining fully compliant with Texas Local Government Code Chapter 212.

What This Ordinance Does

• Clarifies how existing subdivision standards apply in the ETJ
• Creates a dedicated Section 10.04 for structural clarity
• Reinforces ministerial, objective review based strictly on adopted standards
• Requires infrastructure to be constructed prior to or concurrent with development as required by adopted standards
• Preserves authority under §212.172 for development agreements while requiring express Council approval for any modification, deviation, or waiver of adopted subdivision standards
• Prevents blanket or automatic supersession language from overriding City standards without clear Council action

What This Ordinance Does NOT Do

• It does not impose zoning in the ETJ
• It does not regulate land use beyond subdivision authority granted by Chapter 212
• It does not prohibit development agreements
• It does not expand City authority beyond what state law already allows
• It does not create new discretionary power in the ETJ

Why This Matters for the City

Development within the ETJ directly affects public safety, infrastructure capacity, drainage, roadway connectivity, and long-term municipal planning. Clear, objective standards ensure that infrastructure keeps pace with growth and that administrative decisions remain defensible and consistent.

By clarifying sequencing and transparency now, before disputes arise, the City positions itself proactively rather than reactively. This reduces the likelihood of future litigation, interpretive conflicts, or allegations of inconsistent application.

Protection of Residents and Community Interests

The amendment strengthens institutional safeguards by ensuring that any deviation from adopted subdivision standards must be clearly identified and expressly approved by Council in a duly posted public meeting. This reinforces transparency and ensures residents are not subjected to silent or unintended waivers of infrastructure standards.

City Council Comprehensive Summary – ETJ Chapter 10 Amendment (Section 10.04)

Clear sequencing requirements help ensure that roads, drainage, utilities, and safety infrastructure are in place as development occurs, thereby protecting existing residents from infrastructure strain.

Legal Alignment and Risk Mitigation

- Grounded in Texas Local Government Code §§212.002 and 212.003
- Preserves §212.172 development agreement authority
- Maintains ministerial review structure
- Avoids zoning authority in the ETJ
- Strengthens defensibility through transparency and structural clarity

Why Now

Active development interests in and around the ETJ makes clarity essential. Waiting until a specific dispute arises places the City in a reactive posture. Clarifying authority and sequencing now provides predictability to applicants, guidance to city staff, and protection for the community.

Conclusion

The proposed Section 10.04 is a structural clarification measure. It strengthens administrative consistency, reinforces transparency, protects infrastructure integrity, and preserves all statutory authority granted under Chapter 212. It is not a restriction on lawful development - it is a framework for orderly and transparent growth.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING CHAPTER 10, "SUBDIVISION REGULATION," OF THE CODE OF ORDINANCES BY ADDING ARTICLE 10.04 "ETJ SUBDIVISON ADMINISTRATION AND INFRASTRUCTURE STANDARDS; PROVIDING A PENALTY; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of McLendon-Chisholm has the authority under Texas law to regulate the extraterritorial jurisdiction pursuant to Chapter 212 of the Texas Local Government Code; and

WHEREAS, the City Council finds that amending the subdivision regulations to include the additional article protects the health, safety and welfare of the citizens of the City.

NOW, BE IT THERFORE ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1. That Chapter 10, "Subdivision Regulation," of the Code of Ordinances of the City of McLendon-Chisholm is hereby amended by adding Article 10.04 "ETJ Subdivision Administration and Infrastructure Standards", and which shall read as follows:

"…

Chapter 10. Subdivision Regulation

…

Sec. 10.04. ETJ Subdivision Administration and Infrastructure Standards.

a) **Applicability**. This Section applies to all plats and subdivision activity occurring within the City's Extraterritorial Jurisdiction as defined by Texas law.
b) **Governing Authority**. All subdivision and plat applications within the ETJ shall comply with Chapter 10 and all other duly adopted subdivision, engineering, construction, drainage, roadway, fire, and technical standards of the City as may be amended from time to time.

c) **Objective and Ministerial Review**. Review of plats within the ETJ shall remain ministerial and based solely upon compliance with written, objective standards adopted by the City. No discretionary zoning or land use authority is asserted by this Section.
d) **Infrastructure Compliance and Sequencing**. All required infrastructure improvements, including but not limited to streets, drainage, utilities, and public safety infrastructure, shall be constructed prior to or concurrent with development as specified in the City's adopted standards and technical criteria.
e) **Development Agreements**. Nothing in this Section shall limit the City's authority under Texas Local Government Code §212.172 to enter into development agreements.

Any modification, deviation, or waiver of adopted subdivision standards through a development agreement shall be clearly identified and shall require express approval by the City Council in a duly posted public meeting.

No blanket or automatic supersession language within a development agreement shall be construed to waive or modify adopted subdivision standards absent express Council action.

…"

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict only.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. That this ordinance shall take effect immediately from and after its passage, and the publication of the caption, as the law and charter in such cases provide.

SECTION 5. The Recitals of this Ordinance are fully incorporated herein as if fully written.

SECTION 6. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions

of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, on this the 10th day of March 2026.

APPROVED:

_____
Bryan McNeal, Mayor

ATTEST:

_____
Angela Jennings, City Secretary

City of McLendon-Chisholm

Staff Report

Date: March 10, 2026

Applicant: Jordan Howell

Owner: MC Trilogy Texas, LLC

Agenda Item: Discuss and consider approval of a Final Plat for the Horizon Lakes subject property, "Infrastructure Phase 1," being 28.95 acres of land within the Horizon Lakes master-planned community

Background:

The applicant has submitted the final plat for the subject property "Phase One infrastructure installation" final plat for the Horizon Lakes development, dedicating all required easements. The applicant has provided documentation for the Pullen Road Abandonment for reference to the instrument note on the plat sheets as shown. The final plat designates seventy-three (73) residential lots and eight (8) common area lots. The plat conforms to the approved preliminary plat and the Development Agreement.

Planning and Zoning Recommendation: Approved (7-0)

Staff Recommendation: Staff recommends approval of the final plat

Attachments:

- Final Plat Application
- Final Plat Horizon Lakes Infrastructure Phase One
- Pullen Road Abandonment Exhibit
- Ordinance 2025-0035

Zoning:

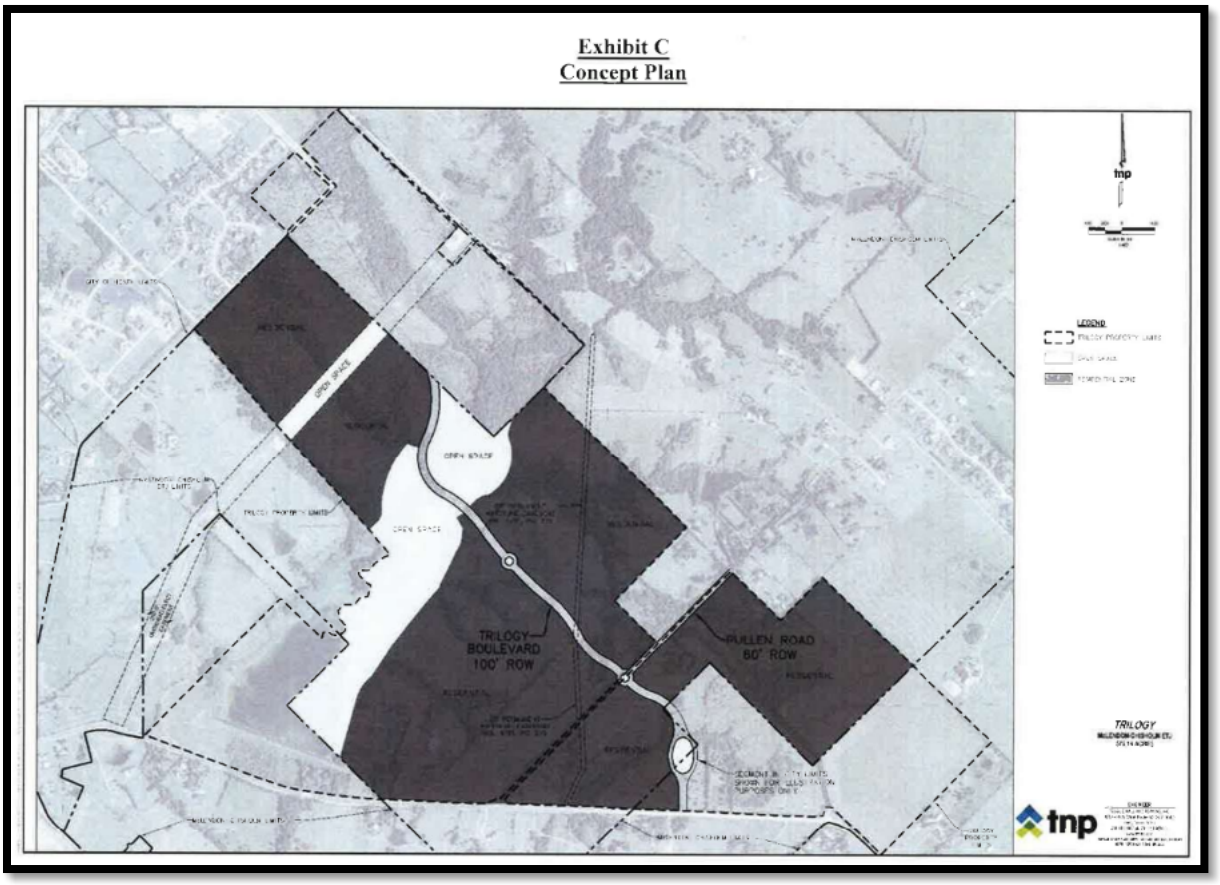


Exhibit C
Concept Plan
OPEN SPACE
OPEN SPACE
OPEN SPACE
TRILOGY BOULEVARD 100' ROW
PULLEN ROAD 60' ROW
tnp
LEGEND
TRILOGY
tnp

MCLENDON-CHISHOLM PLAT APPLICATION

City of McLendon-Chisholm Plat Application

Application Date: 12/2/2025

Items Submitted – Check all that apply:

Plat Type and Fees

- Preliminary Plat (1–5 lots): $1,000 + $25 per lot
- Preliminary Plat (6+ lots): $1,500 + $50 per lot
- Final Plat (1–5 lots): $800 + $25 per lot
- Final Plat (6+ lots): $1,000 + $50 per lot

Per the Development Agreement Dated 2021-11-10
Final Plat:
$250 + $5 per lot
$250 + $5(73) = $615

- Replat or Amended Plat: $500 + $25 per lot
- Confirmation of applicable fees paid in full to City Staff

***Note**: Acreage is rounded to the nearest whole acre. All applications are subject to full recovery of consulting costs.*

Additional Submittals

- Digital Copy of Submitted Plat/Plan **(REQUIRED)**
- Site Plan
- Concept Plan
- Planned Development
- Vacation of Plat

General Information:

Addition Name (if platted): Horizon Lakes Infrastructure Addition Phase 1 **Current Zoning:** PD

No. of Acres: 28.097 **No. of Lots:** 73 **Proposed Zoning:** PD

General Location of Property: North of the intersection of Pullen Road and FM 550

Applicant Name: Matt Atkins

Company Name: Teague Nall and Perkins, Inc.

Address: 825 Watters Creek Boulevard Suite M300 **City, State, Zip:** Allen, TX, 75013

Phone(s): 214-641-2717 **Email:** matkins@tnpinc.com

Owner Name: MC Trilogy Texas, LLC

Address: 8222 Douglas Avenue Suite 250 **City, State, Zip:** Dallas, TX, 75225

Phone(s): 214-532-9326 **Email:** colin@heiinc.com

Legal Description of the Property: See accompanying Final Plat

County Parcel ID: 115324 and 115325

Additional Information:

Development Fees & Consulting Costs

The City recognizes that professional guidance is necessary when undertaking any land use project including platting, zoning or Board of Adjustment applications. Therefore, the city will provide a one-hour OR 2 one-half hour complimentary professional consultation with the City Planner and/or City Engineer. These complimentary professional consultation(s) will be arranged by City Staff. Limit of one complimentary consultation per project.

The applicant must pay the actual fee (very small & simple projects) or deposit the estimated fee with the city prior to consultant review of any application. Should the actual consultant cost exceed the estimate, the applicant will be invoiced for amounts owed. Unused deposit monies will be refunded to the applicant within 60 days of project conclusion.

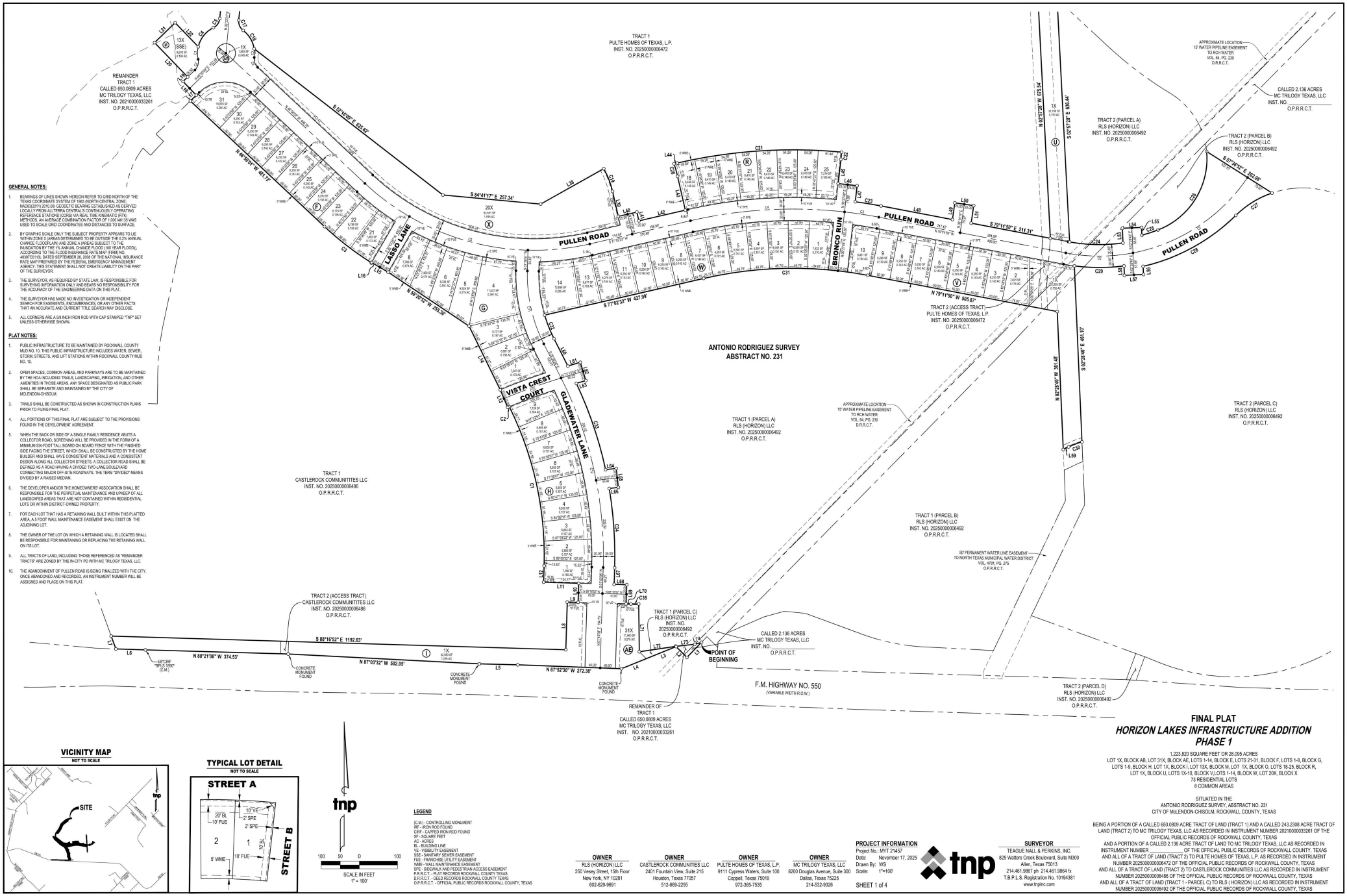
I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of $ $615 to cover the cost of this application has been paid to the City of McLendon-Chisholm on this 2nd day of December, 20 25.

Further, I hereby certify that I understand and agree to the development fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning and Zoning Commission and/or City Council.

Signature of Applicant: Matt Atkins

Signature of Owner: Colin Haffner

City Secretary: _____



GENERAL NOTES:

1. BEARINGS OF LINES SHOWN HEREON REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE; NAD83(2011) 2010.00) GEODETIC BEARING ESTABLISHED AS DERIVED LOCALLY FROM ALLTERRA CENTRAL'S CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) METHODS. AN AVERAGE COMBINATION FACTOR OF 1.00014615 WAS USED TO SCALE GRID COORDINATES AND DISTANCES TO SURFACE.
2. BY GRAPHIC SCALE ONLY THE SUBJECT PROPERTY APPEARS TO LIE WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE A (AREAS SUBJECT TO THE INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD)), ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) NO. 48397C0110L DATED SEPTEMBER 26, 2008 OF THE NATIONAL INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
3. THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.
4. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. ALL CORNERS ARE A 5/8 INCH IRON ROD WITH CAP STAMPED "TNP" SET UNLESS OTHERWISE SHOWN.

PLAT NOTES:

1. PUBLIC INFRASTRUCTURE TO BE MAINTAINED BY ROCKWALL COUNTY MUD NO. 10. THIS PUBLIC INFRASTRUCTURE INCLUDES WATER, SEWER, STORM, STREETS, AND LIFT STATIONS WITHIN ROCKWALL COUNTY MUD NO. 10.
2. OPEN SPACES, COMMON AREAS, AND PARKWAYS ARE TO BE MAINTAINED BY THE HOA INCLUDING TRAILS, LANDSCAPING, IRRIGATION, AND OTHER AMENITIES IN THOSE AREAS. ANY SPACE DESIGNATED AS PUBLIC PARK SHALL BE SEPARATE AND MAINTAINED BY THE CITY OF MCLENDON-CHISOLM.
3. TRAILS SHALL BE CONSTRUCTED AS SHOWN IN CONSTRUCTION PLANS PRIOR TO FILING FINAL PLAT.
4. ALL PORTIONS OF THIS FINAL PLAT ARE SUBJECT TO THE PROVISIONS FOUND IN THE DEVELOPMENT AGREEMENT.
5. WHEN THE BACK OR SIDE OF A SINGLE FAMILY RESIDENCE ABUTS A COLLECTOR ROAD, SCREENING WILL BE PROVIDED IN THE FORM OF A MINIMUM SIX-FOOT TALL BOARD ON BOARD FENCE WITH THE FINISHED SIDE FACING THE STREET, WHICH SHALL BE CONSTRUCTED BY THE HOME BUILDER AND SHALL HAVE CONSISTENT MATERIALS AND A CONSISTENT DESIGN ALONG ALL COLLECTOR STREETS. A COLLECTOR ROAD SHALL BE DEFINED AS A ROAD HAVING A DIVIDED TWO-LANE BOULEVARD CONNECTING MAJOR OFF-SITE ROADWAYS. THE TERM "DIVIDED" MEANS DIVIDED BY A RAISED MEDIAN.
6. THE DEVELOPER AND/OR THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE AND UPKEEP OF ALL LANDSCAPED AREAS THAT ARE NOT CONTAINED WITHIN RESIDENTIAL LOTS OR WITHIN DISTRICT-OWNED PROPERTY.
7. FOR EACH LOT THAT HAS A RETAINING WALL BUILT WITHIN THIS PLATTED AREA, A 5 FOOT WALL MAINTENANCE EASEMENT SHALL EXIST ON THE ADJOINING LOT.
8. THE OWNER OF THE LOT ON WHICH A RETAINING WALL IS LOCATED SHALL BE RESPONSIBLE FOR MAINTAINING OR REPLACING THE RETAINING WALL ON ITS LOT.
9. ALL TRACTS OF LAND, INCLUDING THOSE REFERENCED AS "REMAINDER TRACTS" ARE ZONED BY THE IN-CITY PD WITH MC TRILOGY TEXAS, LLC.
10. THE ABANDONMENT OF PULLEN ROAD IS BEING FINALIZED WITH THE CITY. ONCE ABANDONED AND RECORDED, AN INSTRUMENT NUMBER WILL BE ASSIGNED AND PLACE ON THIS PLAT.

VICINITY MAP
NOT TO SCALE

TYPICAL LOT DETAIL
NOT TO SCALE

LEGEND

(C.M.) - CONTROLLING MONUMENT
IRF - IRON ROD FOUND
CIRF - CAPPED IRON ROD FOUND
SF - SQUARE FEET
AC - ACRES
BL - BUILDING LINE
VE - VISIBILITY EASEMENT
SSE - SANITARY SEWER EASEMENT
FUE - FRANCHISE UTILITY EASEMENT
WME - WALL MAINTENANCE EASEMENT
SPE - SIDEWALK AND PEDESTRIAN ACCESS EASEMENT
P.R.R.C.T. - PLAT RECORDS ROCKWALL COUNTY TEXAS
D.R.R.C.T. - DEED RECORDS ROCKWALL COUNTY TEXAS
O.P.R.R.C.T. - OFFICIAL PUBLIC RECORDS ROCKWALL COUNTY, TEXAS

OWNER
RLS (HORIZON) LLC
250 Vesey Street, 15th Floor
New York, NY 10281
602-629-9691

OWNER
CASTLEROCK COMMUNITIES LLC
2401 Fountain View, Suite 215
Houston, Texas 77057
512-669-2255

OWNER
PULTE HOMES OF TEXAS, L.P.
9111 Cypress Waters, Suite 100
Coppell, Texas 75019
972-365-7535

OWNER
MC TRILOGY TEXAS, LLC
8200 Douglas Avenue, Suite 300
Dallas, Texas 75225
214-532-9326

PROJECT INFORMATION
Project No.: MYT 21457
Date: November 17, 2025
Drawn By: WS
Scale: 1"=100'

SHEET 1 of 4

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com

FINAL PLAT
HORIZON LAKES INFRASTRUCTURE ADDITION
PHASE 1

1,223,820 SQUARE FEET OR 28.095 ACRES
LOT 1X, BLOCK AB, LOT 31X, BLOCK AE, LOTS 1-14, BLOCK E, LOTS 21-31, BLOCK F, LOTS 1-8, BLOCK G, LOTS 1-9, BLOCK H, LOT 1X, BLOCK I, LOT 13X, BLOCK M, LOT 1X, BLOCK O, LOTS 18-25, BLOCK R, LOT 1X, BLOCK U, LOTS 1X-10, BLOCK V,LOTS 1-14, BLOCK W, LOT 20X, BLOCK X
73 RESIDENTIAL LOTS
8 COMMON AREAS

SITUATED IN THE
ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO. 231
CITY OF McLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

BEING A PORTION OF A CALLED 650.0809 ACRE TRACT OF LAND (TRACT 1) AND A CALLED 243.2308 ACRE TRACT OF LAND (TRACT 2) TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER 20210000033261 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND A PORTION OF A CALLED 2.136 ACRE TRACT OF LAND TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 2) TO PULTE HOMES OF TEXAS, L.P. AS RECORDED IN INSTRUMENT NUMBER 20250000006472 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 2) TO CASTLEROCK COMMUNITIES LLC AS RECORDED IN INSTRUMENT NUMBER 20250000006486 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 1 - PARCEL C) TO RLS (HORIZON) LLC AS RECORDED IN INSTRUMENT NUMBER 20250000006492 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

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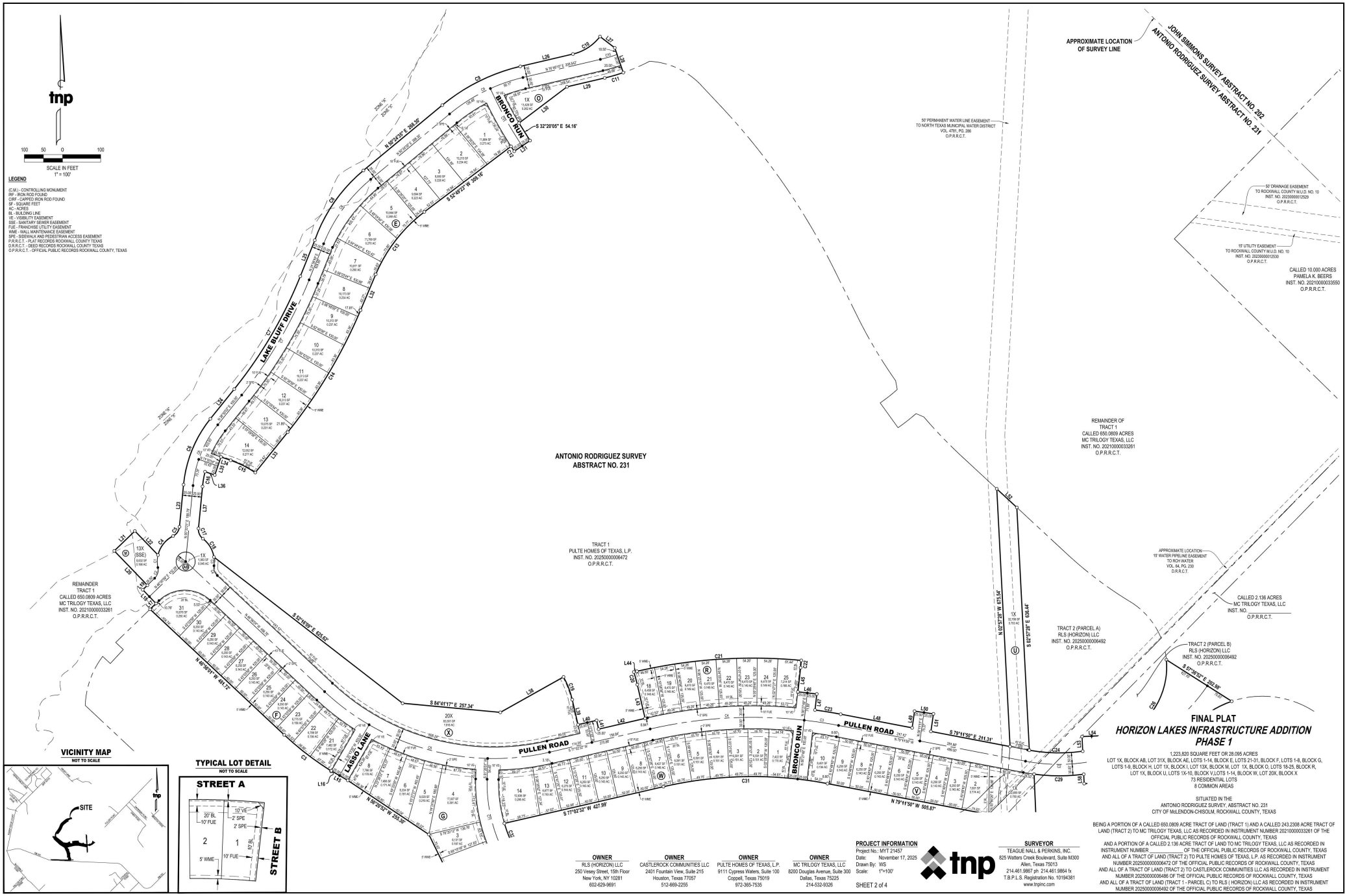

FINAL PLAT

HORIZON LAKES INFRASTRUCTURE ADDITION PHASE 1

1,223,820 SQUARE FEET OR 28.095 ACRES

LOT 1X, BLOCK AB, LOT 31X, BLOCK AE, LOTS 1-14, BLOCK E, LOTS 21-31, BLOCK F, LOTS 1-8, BLOCK G, LOTS 1-9, BLOCK H, LOT 1X, BLOCK I, LOT 13X, BLOCK M, LOT 1X, BLOCK O, LOTS 18-25, BLOCK R, LOT 1X, BLOCK U, LOTS 1X-10, BLOCK V,LOTS 1-14, BLOCK W, LOT 20X, BLOCK X

73 RESIDENTIAL LOTS
8 COMMON AREAS

SITUATED IN THE
ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO. 231
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AND A PORTION OF A CALLED 2.136 ACRE TRACT OF LAND TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 2) TO PULTE HOMES OF TEXAS, L.P. AS RECORDED IN INSTRUMENT NUMBER 20250000000006472 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 2) TO CASTLEROCK COMMUNITIES LLC AS RECORDED IN INSTRUMENT NUMBER 20250000000006486 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 1 - PARCEL C) TO RLS (HORIZON) LLC AS RECORDED IN INSTRUMENT NUMBER 20250000000006492 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

OWNER
RLS (HORIZON) LLC
250 Vesey Street, 15th Floor
New York, NY 10281
602-629-9691

OWNER
CASTLEROCK COMMUNITIES LLC
2401 Fountain View, Suite 215
Houston, Texas 77057
512-669-2255

OWNER
PULTE HOMES OF TEXAS, L.P.
9111 Cypress Waters, Suite 100
Coppell, Texas 75019
972-365-7535

OWNER
MC TRILOGY TEXAS, LLC
8200 Douglas Avenue, Suite 300
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214-532-9326

PROJECT INFORMATION
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Date: November 17, 2025
Drawn By: WS
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SHEET 2 of 4

tnp

SURVEYOR
TEAGUE NALL & PERKINS, INC.
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Drawing: C:\Users\WSINGL~1\AppData\Local\Temp\AcPublish_13372\2025 11 17 MYT 21457 Infrastructure 1 Final Plat.dwg of Feb 02, 2026 4:28pm by wsingleton

OWNERS CERTIFICATE

STATE OF TEXAS }
COUNTY OF ROCKWALL }

WHEREAS MC Trilogy Texas, LLC, Pulte Homes of Texas, L.P., Castlerock Communities LLC, and RLS (HORIZON) LLC are the owners of a tract of land situated in the Antonion Rodriguez Survey, Abstract Number 231, being a portion of two tracts of land (Tract 1 and Tract 2) to MC Trilogy Texas, LLC as recorded in Instrument Number 20210000033261 of the Official Public Records of Rockwall County, Texas and a portion of a called 2.136 acre tract of land to MC Trilogy Texas, LLC as recorded in Instrument Number _____ of the Official Public Records of Rockwall County, Texas and all of a tract of land (Tract 2) to Pulte Homes of Texas, L.P. as recorded in Instrument Number 20250000000006472 of the Official Public Records of Rockwall County, Texas and all of a tract of land (Tract 2) to Castlerock Communities LLC as recorded in Instrument Number 20250000000006486 of the Official Public Records of Rockwall County, Texas and all of a tract of land (Tract 1 - Parcel C) to RLS (Horizon) LLC as recorded in Instrument Number 20250000000006492 of the Official Public Records of Rockwall County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" set for corner on the southeasterly line of said 2.136 acre tract;

THENCE South 43 degrees 56 minutes 38 seconds West along the southeasterly line of said 2.136 acre tract, a distance of 54.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the south corner of said 2.136 acre tract;

THENCE North 45 degrees 05 minutes 00 seconds West along the southwesterly line of said 2.136 acre tract and the southerly line of said Tract 1 to MC Trilogy Texas, LLC, a distance of 40.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for an easterly corner of said Tract 1 - Parcel C to RLS (Horizon) LLC;

THENCE South 88 degrees 02 minutes 51 seconds West continuing along the southerly line of said Tract 1 to MC Trilogy Texas, LLC, same being the southerly line of said Tract 1 - Parcel C to RLS (Horizon) LLC, a distance of 84.50 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southwest corner of said Tract 1 - Parcel C to RLS (Horizon) LLC;

THENCE continuing along the southerly line of said Tract 1 to MC Trilogy Texas, LLC the following courses and distances:

South 68 degrees 02 minutes 51 seconds West, a distance of 70.02 feet to a concrete monument found for corner;

North 87 degrees 52 minutes 30 seconds West, a distance of 272.38 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 88 degrees 31 minutes 31 seconds West, a distance of 100.42 feet to a concrete monument found for corner;

North 87 degrees 03 minutes 32 seconds West, a distance of 502.05 feet to a concrete monument found for corner, same being the southeast corner of said Tract 2 to Castlerock Communities LLC;

North 88 degrees 21 minutes 08 seconds West, a distance of 374.53 feet to a 5/8 inch iron rod with cap stamped "RPLS 1890" found for corner;

North 88 degrees 09 minutes 02 seconds West, a distance of 77.48 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 19 degrees 58 minutes 09 seconds West departing the southerly line of said Tract 1 to MC Trilogy Texas, LLC and through the interior of same, a distance of 35.76 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southwest corner of a tract of land (Tract 1) to Castlerock Communities LLC as recorded in Instrument Number 20250000000486 of the Official Public Records of Rockwall County, Texas;

THENCE South 88 degrees 16 minutes 52 seconds East continuing through the interior of said Tract 1 to MC Trilogy Texas, LLC and along the south line of said Tract 1 to Castlerock Communities LLC, a distance of 1192.63 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southeast corner of said Tract 1 to Castlerock Communities LLC;

THENCE continuing through the interior of said Tract 1 to MC Trilogy Texas, LLC and along the easterly and northerly lines of said Tract 1 to Castlerock Communities LLC, the following courses and distances:

North 01 degree 43 minutes 08 seconds East, a distance of 125.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 88 degrees 16 minutes 52 seconds East, a distance of 28.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 01 degree 43 minutes 08 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 88 degrees 16 minutes 52 seconds West, a distance of 92.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 01 degree 43 minutes 08 seconds East, a distance of 43.21 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 875.00 feet, a central angle of 28 degrees 11 minutes 10 seconds, an arc length of 430.45 feet, a chord bearing of North 12 degrees 22 minutes 27 seconds West, a distance of 426.12 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve continuing to the left;

With said compound curve continuing to the left having a radius of 1475.00 feet, a central angle of 00 degrees 10 minutes 48 seconds, an arc length of 4.64 feet, a chord bearing of South 67 degrees 16 minutes 30 seconds West, a distance of 4.64 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 22 degrees 48 minutes 54 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 26 degrees 07 minutes 01 seconds West, a distance of 185.58 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 56 degrees 20 minutes 52 seconds West, a distance of 255.30 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 59 degrees 46 minutes 25 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 30 degrees 13 minutes 35 seconds West, a distance of 0.69 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 805.00 feet, a central angle of 11 degrees 03 minutes 37 seconds, an arc length of 155.40 feet, a chord bearing of North 52 degrees 27 minutes 50 seconds West, a distance of 155.16 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 46 degrees 56 minutes 01 seconds West, a distance of 481.72 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the north corner of said Tract 1 to Castlerock Communities LLC;

THENCE departing the northerly line of said Tract 1 to Castlerock Communities LLC and continuing through the interior of said Tract 1 to MC Trilogy Texas, LLC, the following courses and distances:

North 46 degrees 00 minutes 59 seconds East, a distance of 21.63 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 43 degrees 59 minutes 01 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 46 degrees 00 minutes 59 seconds East, a distance of 16.93 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 43 degrees 59 minutes 01 seconds West, a distance of 125.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 46 degrees 00 minutes 59 seconds East, a distance of 75.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 43 degrees 59 minutes 01 seconds East, a distance of 87.37 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 74.50 feet, a central angle of 50 degrees 34 minutes 35 seconds, an arc length of 65.76 feet, a chord bearing of North 38 degrees 30 minutes 39 seconds East, a distance of 63.65 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 30.00 feet, a central angle of 58 degrees 14 minutes 35 seconds, an arc length of 30.50 feet, a chord bearing of North 34 degrees 40 minutes 39 seconds East, a distance of 29.20 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 05 degrees 33 minutes 21 seconds East, a distance of 110.94 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 325.00 feet, a central angle of 33 degrees 16 minutes 41 seconds, an arc length of 188.76 feet, a chord bearing of North 22 degrees 11 minutes 42 seconds East, a distance of 186.12 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 38 degrees 50 minutes 02 seconds East, a distance of 100.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1165.00 feet, a central angle of 16 degrees 53 minutes 43 seconds, an arc length of 343.53 feet, a chord bearing of North 30 degrees 23 minutes 11 seconds East, a distance of 342.29 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 21 degrees 56 minutes 19 seconds East, a distance of 101.85 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 416.93 feet, a central angle of 30 degrees 57 minutes 58 seconds, an arc length of 225.33 feet, a chord bearing of North 34 degrees 55 minutes 36 seconds East, a distance of 222.60 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 50 degrees 24 minutes 35 seconds East, a distance of 268.30 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 500.00 feet, a central angle of 26 degrees 24 minutes 40 seconds, an arc length of 230.48 feet, a chord bearing of North 63 degrees 36 minutes 55 seconds East, a distance of 228.45 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 76 degrees 49 minutes 15 seconds East, a distance of 141.79 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 125.00 feet, a central angle of 39 degrees 25 minutes 42 seconds, an arc length of 86.02 feet, a chord bearing of North 57 degrees 06 minutes 24 seconds East, a distance of 84.33 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 52 degrees 36 minutes 27 seconds East, a distance of 48.85 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 18 degrees 59 minutes 14 seconds East, a distance of 68.50 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the northwesterly line of a tract of land (Tract 1) to Pulte Homes of Texas, L.P. as recorded in Instrument Number 20250000006472 of the Official Public Records of Rockwall County, Texas, at the beginning of a curve to the right;

THENCE continuing through the interior of said Tract 1 to MC Trilogy, Texas LLC and along the northwesterly and southerly lines of said Tract 1 to Pulte Homes of Texas, L.P., the following courses and distances:

With said curve to the right having a radius of 500.00 feet, a central angle of 05 degrees 48 minutes 29 seconds, an arc length of 50.69 feet, a chord bearing of South 73 degrees 55 minutes 00 seconds West, a distance of 50.66 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 76 degrees 49 minutes 15 seconds West, a distance of 101.50 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 52 degrees 57 minutes 39 seconds West, a distance of 157.72 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 32 degrees 20 minutes 05 seconds East, a distance of 54.16 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 56 degrees 04 minutes 25 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1025.00 feet, a central angle of 00 degrees 51 minutes 07 seconds, an arc length of 15.24 feet, a chord bearing of North 33 degrees 30 minutes 01 seconds West, a distance of 15.24 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 52 degrees 57 minutes 39 seconds West, a distance of 284.77 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 400.00 feet, a central angle of 30 degrees 01 minutes 20 seconds, an arc length of 209.59 feet, a chord bearing of South 37 degrees 56 minutes 59 seconds West, a distance of 207.20 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 22 degrees 56 minutes 19 seconds West, a distance of 102.14 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1345.00 feet, a central angle of 15 degrees 53 minutes 43 seconds, an arc length of 373.13 feet, a chord bearing of South 30 degrees 53 minutes 11 seconds West, a distance of 371.94 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 38 degrees 50 minutes 02 seconds West, a distance of 135.80 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 275.00 feet, a central angle of 15 degrees 03 minutes 11 seconds, an arc length of 72.25 feet, a chord bearing of North 63 degrees 29 minutes 19 seconds West, a distance of 72.04 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 71 degrees 00 minutes 54 seconds West, a distance of 26.94 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 18 degrees 59 minutes 06 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 71 degrees 00 minutes 54 seconds West, a distance of 26.96 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 275.00 feet, a central angle of 08 degrees 12 minutes 47 seconds, an arc length of 39.42 feet, a chord bearing of South 09 degrees 39 minutes 45 seconds West, a distance of 39.39 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 05 degrees 33 minutes 21 seconds West, a distance of 110.35 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 30.00 feet, a central angle of 58 degrees 24 minutes 43 seconds, an arc length of 30.58 feet, a chord bearing of South 23 degrees 39 minutes 00 seconds East, a distance of 29.28 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 75.00 feet, a central angle of 43 degrees 48 minutes 44 seconds, an arc length of 57.35 feet, a chord bearing of South 30 degrees 56 minutes 59 seconds East, a distance of 55.96 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 52 degrees 16 minutes 09 seconds East, a distance of 625.62 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 84 degrees 41 minutes 17 seconds East, a distance of 257.34 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 60 degrees 45 minutes 55 seconds East, a distance of 189.85 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 225.00 feet, a central angle of 16 degrees 16 minutes 37 seconds, an arc length of 63.92 feet, a chord bearing of South 21 degrees 05 minutes 47 seconds East, a distance of 63.70 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 12 degrees 57 minutes 28 seconds East, a distance of 67.17 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 77 degrees 02 minutes 32 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 12 degrees 57 minutes 28 seconds East, a distance of 23.50 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 77 degrees 02 minutes 32 seconds East, a distance of 125.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 12 degrees 57 minutes 28 seconds West, a distance of 90.67 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 400.00 feet, a central angle of 04 degrees 55 minutes 27 seconds, an arc length of 34.38 feet, a chord bearing of North 15 degrees 25 minutes 12 seconds West, a distance of 34.37 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 77 degrees 02 minutes 32 seconds East, a distance of 8.31 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1355.00 feet, a central angle of 18 degrees 20 minutes 47 seconds, an arc length of 433.88 feet, a chord bearing of North 86 degrees 12 minutes 55 seconds East, a distance of 432.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve continuing to the right;

With said compound curve continuing to the right having a radius of 625.00 feet, a central angle of 01 degree 45 minutes 27 seconds, an arc length of 19.17 feet, a chord bearing of South 05 degrees 35 minutes 05 seconds West, a distance of 19.17 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 06 degrees 27 minutes 48 seconds West, a distance of 63.61 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 83 degrees 32 minutes 42 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 06 degrees 27 minutes 48 seconds West, a distance of 42.24 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1230.00 feet, a central angle of 03 degrees 10 minutes 50 seconds, an arc length of 68.28 feet, a chord bearing of South 80 degrees 47 minutes 15 seconds East, a distance of 68.27 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 79 degrees 11 minutes 50 seconds East, a distance of 190.72 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 08 degrees 11 minutes 11 seconds East, a distance of 44.20 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 81 degrees 48 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 08 degrees 11 minutes 11 seconds West, a distance of 46.48 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 79 degrees 11 minutes 50 seconds East, a distance of 211.31 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southeast corner of said Tract 1 to Pulte Homes of Texas, L.P., same being the northeast corner of the aforementioned Tract 2 to Pulte Homes of Texas L.P.;

THENCE North 02 degrees 57 minutes 28 seconds West continuing through the interior of said MC Trilogy Texas, LLC and along the easterly line of said Tract 1 to Pulte Homes of Texas, L.P., a distance of 675.54 feet to a 5/8 inch iron rod with cap stamped "TNP" set for an east corner of said Tract 1 to Pulte Homes of Texas, L.P.;

THENCE South 47 degrees 12 minutes 40 seconds East departing the easterly line of said Tract 1 to Pulte Homes of Texas, L.P. and continuing through the interior of said Tract 1 to MC Trilogy Texas, LLC, a distance of 71.64 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the northwest corner of a tract of land (Tract 2 - Parcel A) to RLS (Horizon) LLC as recorded in Instrument Number 20250000006492 of the Official Public Records of Rockwall County, Texas;

THENCE South 02 degrees 57 minutes 28 seconds East continuing through the interior of said Tract 1 to MC Trilogy Texas, LLC and along the west line of said Tract 2 - Parcel A to RLS (Horizon) LLC, a distance of 636.44 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southwest corner of said Tract 2 - Parcel A to RLS (Horizon) LLC at the beginning of a curve to the left;

THENCE continuing through the interior of said Tract 1 to MC Trilogy Texas, LLC and along the southerly line of said Tract 2 - Parcel A to RLS (Horizon) LLC with said curve to the left having a radius of 440.00 feet, a central angle of 18 degrees 18 minutes 18 seconds, an arc length of 140.57 feet, a chord bearing of South 88 degrees 56 minutes 33 seconds East, a distance of 139.98 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner in the interior of the aforementioned Tract 2 to MC Trilogy Texas, LLC;

THENCE continuing along the southerly line of said Tract 2 - Parcel A to RLS (Horizon) LLC and through the interior of said Tract 2 to MC Trilogy Texas, LLC, the following courses and distances:

North 02 degrees 28 minutes 44 seconds West, a distance of 38.46 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 87 degrees 32 minutes 47 seconds East, a distance of 50.30 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 02 degrees 27 minutes 13 seconds East, a distance of 20.30 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 430.00 feet, a central angle of 05 degrees 55 minutes 16 seconds, an arc length of 44.44 feet, a chord bearing of North 72 degrees 01 minutes 19 seconds East, a distance of 44.42 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve continuing to the left;

With said compound curve continuing to the left having a radius of 200.00 feet, a central angle of 74 degrees 24 minutes 04 seconds, an arc length of 259.71 feet, a chord bearing of North 31 degrees 51 minutes 01 seconds East, a distance of 241.84 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 57 degrees 36 minutes 52 seconds East departing the southerly line of said Tract 2 - Parcel A to RLS (Horizon) LLC and continuing through the interior of said Tract 2 to MC Trilogy Texas, LLC, a distance of 202.98 feet to a 5/8 inch iron rod with cap stamped "TNP" set for a northerly corner of a tract of land (Tract 2 - Parcel C) to RLS (Horizon) LLC as recorded in Instrument Number 20250000006492 of the Official Public Records of Rockwall County, Texas at the beginning of a curve to the left;

THENCE continuing through the interior of said Tract 2 to MC Trilogy Texas, LLC and along the northerly line of said Tract 2 - Parcel C to RLS (Horizon) LLC, the following courses and distances:

With said curve to the left having a radius of 250.00 feet, a central angle of 25 degrees 46 minutes 16 seconds, an arc length of 112.45 feet, a chord bearing of South 58 degrees 19 minutes 59 seconds West, a distance of 111.50 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 510.00 feet, a central angle of 31 degrees 33 minutes 37 seconds, an arc length of 280.92 feet, a chord bearing of South 61 degrees 13 minutes 39 seconds West, a distance of 277.38 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 02 degrees 28 minutes 40 seconds East, a distance of 21.30 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 87 degrees 31 minutes 20 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 02 degrees 28 minutes 40 seconds West, a distance of 24.59 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 500.00 feet, a central angle of 14 degrees 57 minutes 15 seconds, an arc length of 130.50 feet, a chord bearing of North 89 degrees 56 minutes 32 seconds West, a distance of 130.13 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the interior of the aforementioned called 2.136 acre tract;

THENCE South 02 degrees 28 minutes 40 seconds East, departing the interior of said 2.136 acre tract and along the west line of said Tract 2 - Parcel C to RLS (Horizon) LLC and through the interior of said MC Trilogy Texas, LLC, a distance of 461.10 feet to a 5/8 inch iron rod with cap stamped "TNP" set for an east corner of a tract of land (Tract 1 - Parcel B) to RLS (Horizon) LLC at the beginning of a curve to the left;

THENCE departing the west line of said Tract 2 - Parcel C to RLS (Horizon) LLC and along the easterly line of said Tract 1 - Parcel B to RLS (Horizon) LLC and continuing through the interior of said MC Trilogy Texas, LLC, the following courses and distances:

With said curve to the left having a radius of 225.00 feet, a central angle of 09 degrees 34 minutes 33 seconds, an arc length of 37.60 feet, a chord bearing of South 69 degrees 14 minutes 30 seconds West, a distance of 37.56 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 64 degrees 27 minutes 13 seconds West, a distance of 15.53 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 02 degrees 28 minutes 40 seconds West, a distance of 361.48 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 79 degrees 11 minutes 50 seconds West, a distance of 505.87 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the interior of said Tract 1 to MC Trilogy Texas, LLC and the northerly line of a tract of land (Tract 1 - Parcel A) to RLS (Horizon) LLC as recorded in Instrument Number 20250000006492 of the Official Public Records of Rockwall County, Texas at the beginning of a curve to the left;

THENCE continuing through the interior of said Tract 1 to MC Trilogy Texas, LLC and along the northerly and westerly lines of said Tract 1 - Parcel A to RLS (Horizon) LLC, the following courses:

With said curve to the left having a radius of 1045.00 feet, a central angle of 23 degrees 45 minutes 39 seconds, an arc length of 433.36 feet, a chord bearing of South 88 degrees 55 minutes 21 seconds West, a distance of 430.27 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 77 degrees 02 minutes 32 seconds West, a distance of 427.99 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the northwest corner of said Tract 1 - Parcel A to RLS (Horizon) LLC at the beginning of a curve to the left;

With said curve to the left having a radius of 370.00 feet, a central angle of 10 degrees 17 minutes 24 seconds, an arc length of 66.45 feet, a chord bearing of South 21 degrees 41 minutes 44 seconds East, a distance of 66.36 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 26 degrees 50 minutes 26 seconds East, a distance of 80.36 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 73 degrees 15 minutes 54 seconds East, a distance of 34.20 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 16 degrees 44 minutes 06 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 73 degrees 15 minutes 54 seconds West, a distance of 25.74 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1060.00 feet, a central angle of 12 degrees 54 minutes 50 seconds, an arc length of 238.92 feet, a chord bearing of South 18 degrees 43 minutes 34 seconds East, a distance of 238.41 feet;

North 83 degrees 30 minutes 37 seconds East, a distance of 28.08 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 06 degrees 29 minutes 23 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 83 degrees 30 minutes 37 seconds West, a distance of 24.21 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1060.00 feet, a central angle of 11 degrees 16 minutes 37 seconds, an arc length of 208.63 feet, a chord bearing of South 03 degrees 55 minutes 11 seconds East, a distance of 208.29 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 01 degree 43 minutes 08 seconds West, a distance of 43.21 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 88 degrees 16 minutes 52 seconds East, a distance of 33.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 01 degree 43 minutes 08 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 88 degrees 16 minutes 52 seconds East, a distance of 12.47 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 475.00 feet, a central angle of 02 degrees 27 minutes 35 seconds, an arc length of 20.39 feet, a chord bearing of South 89 degrees 30 minutes 40 seconds East, a distance of 20.39 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 00 degrees 44 minutes 27 seconds East, a distance of 125.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southwest corner of said Tract 1 - Parcel A to RLS (Horizon) LLC, same being the northwest corner of the aforementioned Tract 1 - Parcel C to RLS (Horizon) LLC;

THENCE North 81 degrees 36 minutes 00 seconds East along the southerly line of said Tract 1 - Parcel A to RLS (Horizon) LLC, same being the northerly line of said Tract 1 - Parcel C to RLS (Horizon) LLC, a distance of 98.90 feet to a 5/8 inch iron rod with cap stamped "TNP" set for angle point in the southerly line of said Tract 1 - Parcel A to RLS (Horizon) LLC, same being a northeast corner of said Tract 1 - Parcel C to RLS (Horizon) LLC;

THENCE North 83 degrees 44 minutes 59 seconds East continuing along the southerly line of said Tract 1 - Parcel A to RLS (Horizon) LLC, a distance of 49.85 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 73 degrees 35 minutes 17 seconds East continuing along the southerly line of said Tract 1 - Parcel A to RLS (Horizon) LLC to the POINT OF BEGINNING containing 1,223,820 square feet, or 28.095 acres of land.

SURVEYORS CERTIFICATE

I, Brian Maddox, do hereby certify, that I prepared this plat from an actual and accurate survey on the ground by me and that all corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Regulations of McLendon-Chisholm, and that all dimensions shown thereon are true and correct to the best of my knowledge and belief.

Witness under my hand this the _____ day of _____, 2025.

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.
Brian J. Maddox, R.P.L.S. No. 5430

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 in and for said County and State, on this day personally appeared, Brian J. Maddox, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the_____ day of _____, 2025.

_____
Notary Public in and for The State of Texas

FINAL PLAT
HORIZON LAKES INFRASTRUCTURE ADDITION
PHASE 1

1,223,820 SQUARE FEET OR 28.095 ACRES
LOT 1X, BLOCK AB, LOT 31X, BLOCK AE, LOTS 1-14, BLOCK E, LOTS 21-31, BLOCK F, LOTS 1-8, BLOCK G, LOTS 1-9, BLOCK H, LOT 1X, BLOCK I, LOT 13X, BLOCK M, LOT 1X, BLOCK O, LOTS 18-25, BLOCK R, LOT 1X, BLOCK U, LOTS 1X-10, BLOCK V,LOTS 1-14, BLOCK W, LOT 20X, BLOCK X
73 RESIDENTIAL LOTS
8 COMMON AREAS

SITUATED IN THE
ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO. 231
CITY OF McLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

BEING A PORTION OF A CALLED 650.0809 ACRE TRACT OF LAND (TRACT 1) AND A CALLED 243.2308 ACRE TRACT OF LAND (TRACT 2) TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER 20210000033261 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND A PORTION OF A CALLED 2.136 ACRE TRACT OF LAND TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 2) TO PULTE HOMES OF TEXAS, L.P. AS RECORDED IN INSTRUMENT NUMBER 20250000000006472 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 2) TO CASTLEROCK COMMUNITIES LLC AS RECORDED IN INSTRUMENT NUMBER 20250000000006486 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 1 - PARCEL C) TO RLS (HORIZON) LLC AS RECORDED IN INSTRUMENT NUMBER 20250000000006492 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

OWNER
RLS (HORIZON) LLC
250 Vesey Street, 15th Floor
New York, NY 10281
602-629-9691

OWNER
CASTLEROCK COMMUNITIES LLC
2401 Fountain View, Suite 215
Houston, Texas 77057
512-669-2255

OWNER
PULTE HOMES OF TEXAS, L.P.
9111 Cypress Waters, Suite 100
Coppell, Texas 75019
972-365-7535

OWNER
MC TRILOGY TEXAS, LLC
8200 Douglas Avenue, Suite 300
Dallas, Texas 75225
214-532-9326

PROJECT INFORMATION
Project No.: MYT 21457
Date: November 17, 2025
Drawn By: WS
Scale: 1"=100'

SHEET 3 of 4

tnp

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com

OWNER'S DEDICATION

STATE OF TEXAS }
COUNTY OF ROCKWALL }

That we do hereby adopt this plat designating the herein described property as the Final Plat of HORIZON LAKES INFRASTRUCTURE ADDITION, PHASE 1, an addition to The City of McLendon-Chisholm, Rockwall County, Texas and do hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. The easements shown thereon are hereby reserved for purposes indicated. The utility and access easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. the maintenance of paving on the utility and access easements is the responsibility of the property owner. no building, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed, or replaced upon, over or across the easements as shown, Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use the same. All, and any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right to ingress and egress to and from said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all Platting Ordinances, Rules, Regulations and Resolutions of The City of McLendon-Chisholm, Rockwall County, Texas.

Executed this the _____ day of _____, 2026.

MC TRILOGY TEXAS, LLC

_____

Name: _____

Title: _____

STATE OF TEXAS }
COUNTY OF ROCKWALL }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, _____, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the ____ day of _____, 2026.

_____
Notary Public in and for The State of Texas

PULTE HOME OF TEXAS, L.P.

_____

Name: _____

Title: _____

STATE OF TEXAS }
COUNTY OF ROCKWALL }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, _____, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the ____ day of _____, 2026.

_____
Notary Public in and for The State of Texas

APPROVED

I hereby certify that the above and foregoing Final Plat of HORIZON LAKES INFRASTRUCTURE ADDITION, PHASE 1 to the City of McLendon-Chisholm, Texas was approved by the Mayor of the City of McLendon-Chisholm on the ____ day of _____, 2026.

This approval shall be invalid unless the approved Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one year from said date of final approval. An extension may be granted by the City Council.

Said Addition shall be subject to all the requirements of the Platting Ordinance of the City of McLendon-Chisholm.

Witness my hand this the ____ day of _____, 2026.

_____
City Secretary
City of McLendon-Chisholm, Texas

_____ _____
Mayor Date
City of McLendon-Chisholm, Texas

CASTLEROCK COMMUNITIES LLC

_____

Name: _____

Title: _____

STATE OF TEXAS }
COUNTY OF ROCKWALL }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, _____, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the ____ day of _____, 2026.

_____
Notary Public in and for The State of Texas

RLS (HORIZON) LLC

_____

Name: _____

Title: _____

STATE OF TEXAS }
COUNTY OF ROCKWALL }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, _____, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the ____ day of _____, 2026.

_____
Notary Public in and for The State of Texas

BOUNDARY CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	875.00'	28°11'13"	430.45'	N 12°22'27" W	426.12'
C2	1475.00'	0°15'48"	4.64'	S 67°16'30" W	4.64'
C3	805.00'	11°03'3"	155.40'	N 52°27'50" W	155.16'
C4	74.50'	50°34'35"	65.76'	N 38°35'09" E	63.65'
C5	30.00'	58°14'35"	30.50'	N 34°40'39" E	29.20'
C6	335.00'	33°14'41"	194.36'	N 22°11'42" E	191.70'
C7	1165.00'	16°53'43"	343.53'	N 30°27'11" E	342.29'
C8	416.50'	30°54'58"	225.32'	N 34°50'36" E	222.62'
C9	583.50'	24°24'33"	230.48'	N 63°29'05" E	228.87'
C10	125.00'	39°25'42"	86.02'	N 51°06'24" E	84.33'
C11	500.00'	9°46'29"	85.29'	S 73°53'00" W	85.18'
C12	1025.00'	0°51'0"	15.24'	N 33°30'01" W	15.24'
C13	400.00'	26°31'33"	185.19'	S 36°10'01" W	183.56'
C14	1345.00'	15°53'43"	373.13'	S 30°53'51" W	371.94'
C15	275.00'	15°53'11"	72.20'	N 63°29'29" W	72.04'
C16	275.00'	8°11'47"	39.42'	S 09°39'45" W	39.39'
C17	30.00'	58°34'43"	30.59'	S 23°39'00" E	29.28'
C18	75.00'	43°48'44"	57.37'	S 30°30'50" E	55.96'
C19	225.00'	16°16'37"	63.92'	S 21°07'47" E	63.70'
C20	400.00'	4°55'27"	34.39'	N 13°25'12" W	34.37'
C21	1355.00'	18°20'47"	433.88'	N 06°12'50" E	432.03'
C22	825.00'	1°46'22"	19.17'	S 09°33'00" W	19.17'
C23	1235.00'	3°13'50"	69.28'	S 80°47'12" E	69.27'
C24	440.00'	18°18'18"	140.57'	S 88°58'03" E	139.98'
C25	430.00'	3°50'19"	44.44'	N 72°01'19" E	44.42'
C26	200.00'	74°24'54"	259.71'	N 31°01'01" E	241.84'
C27	250.00'	25°46'18"	112.43'	S 58°19'09" W	111.50'
C28	510.00'	31°33'27"	280.92'	S 61°13'39" W	277.39'
C29	300.00'	14°57'19"	130.53'	N 89°58'34" W	130.13'
C30	225.00'	9°34'53"	37.60'	S 89°14'36" W	37.56'
C31	1045.00'	23°45'39"	433.38'	S 88°35'21" W	430.27'
C32	370.00'	10°13'24"	66.49'	S 21°41'44" E	66.36'
C33	1060.00'	12°54'59"	238.92'	S 19°43'54" E	238.41'
C34	1080.00'	11°18'37"	208.63'	S 03°05'11" E	208.29'
C35	475.00'	2°27'35"	20.39'	S 89°30'40" E	20.39'

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	S 43°09'38" W	54.05'
L2	N 46°50'00" W	40.00'
L3	S 68°03'51" W	84.50'
L4	S 68°03'51" W	70.00'
L5	N 68°13'13" W	100.42'
L6	N 68°09'09" W	77.48'
L7	N 19°58'09" W	35.76'
L8	N 01°43'08" E	125.00'
L9	S 88°16'52" E	28.83'
L10	N 01°43'08" E	50.00'
L11	N 88°16'52" W	50.00'
L12	N 01°43'08" E	43.21'
L13	N 24°22'48" E	50.00'
L14	N 28°57'01" W	185.58'
L15	N 14°58'20" W	50.00'
L16	S 30°13'30" W	0.89'
L17	N 46°00'00" E	21.63'
L18	N 43°59'01" W	50.00'
L19	N 46°00'00" E	16.93'
L20	N 43°59'01" W	125.00'
L21	N 46°00'00" E	75.00'
L22	S 43°59'01" E	87.37'
L23	N 05°33'21" E	110.94'
L24	N 38°50'00" E	100.00'
L25	N 21°59'19" E	107.83'
L26	N 76°40'15" E	141.79'
L27	S 52°36'07" E	48.85'
L28	S 18°09'14" E	88.50'
L29	S 76°49'10" W	101.50'
L30	S 52°57'39" W	157.72'
L31	S 56°04'25" W	50.00'
L32	S 22°50'19" W	102.14'
L33	S 38°30'02" W	135.80'
L34	N 71°09'54" W	26.94'
L35	S 18°09'09" W	50.00'
L36	N 71°09'54" W	26.96'
L37	S 05°33'21" W	110.35'
L38	N 90°00'00" E	189.85'
L39	S 12°57'28" E	67.17'
L40	N 77°02'32" E	50.00'
L41	S 12°57'28" E	23.50'
L42	N 77°02'32" E	125.00'
L43	N 12°57'28" W	90.67'
L44	N 77°02'32" E	8.31'
L45	S 09°37'48" W	63.61'
L46	S 85°42'42" E	50.00'
L47	S 85°37'48" W	42.34'
L48	N 79°11'10" E	49.70'
L49	N 08° 11'10" E	44.20'
L50	S 81°48'49" E	50.00'
L51	S 08°11'11" W	46.48'
L52	S 47°12'40" E	71.64'
L53	N 52°28'44" W	38.46'
L54	N 81°24'31" E	50.30'
L55	S 02°25'17" E	20.30'
L56	S 10° 28'40" E	21.30'
L57	S 87°31'20" W	50.00'
L58	N 10° 28'40" W	24.59'
L59	S 54°27'13" W	15.53'
L60	S 26°00'26" E	80.36'
L61	N 73°10'54" E	34.20'
L62	S 16°44'48" E	50.00'
L63	S 73°10'54" W	25.74'
L64	N 83°20'37" E	28.08'
L65	S 06°29'23" E	50.00'
L66	S 83°30'37" W	24.21'
L67	S 01°43'08" W	43.21'
L68	S 88°16'52" E	33.00'
L69	S 01°43'08" W	50.00'
L70	S 88°16'52" E	12.47'
L71	S 00°44'27" E	125.09'
L72	N 81°36'00" E	96.90'
L73	N 83°44'56" E	49.85'
L74	N 73°39'17" E	18.20'

CENTERLINE CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	470.00'	44°58'50"	368.86'	S 56°42'17" W	359.58'
C2	470.00'	21°36'28"	177.29'	S 89°59'56" W	176.27'
C3	1200.00'	4°26'43"	93.07'	N 81°25'11" W	93.05'
C4	1200.00'	19°24'55"	406.60'	S 89°44'58" W	404.69'
C5	650.00'	90°01'27"	658.57'	N 74°56'46" W	610.56'
C6	400.00'	25°10'41"	174.24'	N 25°11'42" E	172.80'
C7	1190.00'	16°53'43"	350.90'	N 30°27'11" E	349.63'
C8	425.00'	28°29'15"	211.19'	N 36°16'57" E	209.02'
C9	470.00'	26°24'40"	216.65'	N 63°36'58" E	214.74'
C10	400.00'	6°48'39"	49.82'	N 72°30'06" E	49.80'
C11	1000.00'	9°3'100"	171.91'	N 20°00'05" W	171.70'
C12	1030.00'	26°32'24"	513.41'	S 12°33'59" E	508.11'
C13	1500.00'	6°04'48"	158.17'	N 70°13'50" E	158.10'

LOT CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	74.50'	25°26'58"	33.09'	S 07°29'52" W	32.82'
C2	30.00'	58°14'35"	30.50'	S 16°52'41" W	29.20'
C3	75.00'	17°32'50"	22.97'	S 05°16'12" E	22.88'
C4	29.00'	50°26'14"	26.06'	S 19°12'54" E	25.98'

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
E	1	11884	0.273
E	2	10213	0.234
E	3	9950	0.228
E	4	9694	0.223
E	5	10844	0.249
E	6	11769	0.270
E	7	10911	0.250
E	8	10173	0.234
E	9	10313	0.237
E	10	10313	0.237
E	11	10313	0.237
E	12	10313	0.237
E	13	10075	0.231
E	14	12052	0.277

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
F	21	7482	0.172
F	22	6788	0.156
F	23	6775	0.156
F	24	6250	0.143
F	25	6250	0.143
F	26	6250	0.143
F	27	6250	0.143
F	28	6250	0.143
F	29	6250	0.143
F	30	6250	0.143
F	31	10976	0.250

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
G	1	7547	0.173
G	2	6891	0.158
G	3	8131	0.187
G	4	17027	0.391
G	5	9529	0.219
G	6	8334	0.191
G	7	7456	0.171
G	8	7786	0.178

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
H	1	7196	0.165
H	2	6855	0.157
H	3	6855	0.157
H	4	6855	0.157
H	5	6855	0.157
H	6	6855	0.157
H	7	6855	0.157
H	8	6855	0.157
H	9	7124	0.164

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
I	1	52983	1.216

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
M	13	8632	0.198

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
O	1	11428	0.262

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
R	18	6458	0.148
R	19	6470	0.149
R	20	6470	0.149
R	21	6470	0.149
R	22	6470	0.149
R	23	6470	0.149
R	24	6470	0.149
R	25	7192	0.165

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
U	1	32756	0.753

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
V	1	32659	0.750
V	2	7601	0.174
V	3	6250	0.143
V	4	6250	0.143
V	5	6250	0.143
V	6	6250	0.143
V	7	6250	0.143
V	8	6250	0.143
V	9	6250	0.143
V	10	8451	0.194

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
W	1	7422	0.170
W	2	6591	0.151
W	3	6591	0.151
W	4	6591	0.151
W	5	6591	0.151
W	6	6591	0.151
W	7	6427	0.148
W	8	6250	0.143
W	9	6250	0.143
W	10	6250	0.143
W	11	6250	0.143
W	12	6275	0.144
W	13	6677	0.153
W	14	12838	0.295

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
X	20	83551	1.918

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
AB	1	1963	0.045

LOT AREA TABLE

BLOCK	LOT	AREA (SF)	AREA (AC)
AE	31	11959	0.275

FINAL PLAT
HORIZON LAKES INFRASTRUCTURE ADDITION
PHASE 1

1,223,820 SQUARE FEET OR 28.095 ACRES
LOT 1X, BLOCK AB, LOT 31X, BLOCK AE, LOTS 1-14, BLOCK E, LOTS 21-31, BLOCK F, LOTS 1-8, BLOCK G, LOTS 1-9, BLOCK H, LOT 1X, BLOCK I, LOT 13X, BLOCK M, LOT 1X, BLOCK O, LOTS 18-25, BLOCK R, LOT 1X, BLOCK U, LOTS 1X-10, BLOCK V,LOTS 1-14, BLOCK W, LOT 20X, BLOCK X
73 RESIDENTIAL LOTS
8 COMMON AREAS

SITUATED IN THE
ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO. 231
CITY OF McLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

BEING A PORTION OF A CALLED 650.0809 ACRE TRACT OF LAND (TRACT 1) AND A CALLED 243.2308 ACRE TRACT OF LAND (TRACT 2) TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER 20210000033261 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND A PORTION OF A CALLED 2.136 ACRE TRACT OF LAND TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 2) TO PULTE HOMES OF TEXAS, L.P. AS RECORDED IN INSTRUMENT NUMBER 20250000000006472 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 2) TO CASTLEROCK COMMUNITIES LLC AS RECORDED IN INSTRUMENT NUMBER 20250000000006486 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 1 - PARCEL C) TO RLS (HORIZON) LLC AS RECORDED IN INSTRUMENT NUMBER 20250000000006492 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

OWNER
RLS (HORIZON) LLC
250 Vesey Street, 15th Floor
New York, NY 10281
602-629-9691

OWNER
CASTLEROCK COMMUNITIES LLC
2401 Fountain View, Suite 215
Houston, Texas 77057
512-669-2255

OWNER
PULTE HOMES OF TEXAS, L.P.
9111 Cypress Waters, Suite 100
Coppell, Texas 75019
972-365-7535

OWNER
MC TRILOGY TEXAS, LLC
8200 Douglas Avenue, Suite 300
Dallas, Texas 75225
214-532-9326

PROJECT INFORMATION
Project No.: MYT 21457
Date: November 17, 2025
Drawn By: WS
Scale: 1"=100'

SHEET 4 of 4

tnp

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com

DEVELOPMENT AGREEMENT
(TRILOGY)

This Development Agreement (this "Agreement") is executed between MC Trilogy Texas, LLC, a Texas limited liability company (the "Owner") and the City of McLendon-Chisholm (the "City"), each a "Party" and collectively the "Parties" to be effective upon the Owner's acquisition of fee simple title to the Property and the In-City Property, both of which are hereinafter defined (the "Effective Date"). If the Owner does not acquire fee simple title to the Property and the In-City Property by December 31, 2022, this Agreement shall be null and void and of no further force or effect on such date.

ARTICLE I
RECITALS

WHEREAS, the Owner is the owner of that certain tract of land described on **Exhibit A** (the "Property") located wholly within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other town or city, and that certain tract of land described on **Exhibit B** (the "In-City Property") located wholly within the City's corporate limits; and

WHEREAS, pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the City will have and exercise exclusive governmental jurisdiction over the subdivision and platting of the Property and the design and construction of water, wastewater, drainage, roadway, and other public infrastructure to serve the Property and the In-City Property in accordance with this Agreement ("Public Infrastructure"), and Rockwall County will have and exercise no jurisdiction over such matters; and

WHEREAS, the Parties intend that the Property be developed: (i) as a quality, master-planned, mixed-use community including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City; and (ii) pursuant to binding, contractual development regulations that are approved by Owner and the City, that are recorded in the deed records of Rockwall County (so as to bind Owner and all future owners of the Property or any portion thereof), and that will provide regulatory certainty during the term of this Agreement; and

WHEREAS, the City is unable (at the current time and for the foreseeable future) to provide, or participate in the cost of, the Public Infrastructure that will allow the Parties' intended development of the In-City Property and the Property; and

WHEREAS, the City is unable (at the current time and for the foreseeable future) to provide full municipal services for the Parties' intended development of the In-City Property or the Property; and

WHEREAS, to facilitate the Parties' intended development of the In-City Property and the Property in a cost-effective and market-competitive manner, Owner submitted written petitions to the City Council of the City (the "City Council") dated October 8, 2021 requesting that the City Council consent to the creation of a municipal utility district encompassing the In-

City Property and the subsequent addition of the Property into such district (whether one or more, the "District") that will design, construct and install the Public Infrastructure necessary for the Parties' intended development of the In-City Property and the Property; and

WHEREAS, the City Council adopted Resolution No. 2021-11 dated October 13, 2021 consenting to the creation of the District and Resolution No. 2021-10 dated October 13, 2021 consenting to the District's addition of the Property into the boundaries of the District (collectively, the "Consent Resolution"); and

WHEREAS, the City has also consented to the creation of the District and the addition of the Property to the District as set forth in this Agreement; and

WHEREAS, the Parties intend that the consent given by the City (both in the resolutions referenced above and in this Agreement) to the creation of the District shall be unconditional and irrevocable and are given in full satisfaction of all statutory and regulatory requirements including, but not limited to, any applicable requirement for consent contained in the Texas Water Code, the Texas Local Government Code, or any rule, regulation, or policy promulgated by the Texas Commission on Environmental Quality (the "TCEQ") and by the Attorney General of the State of Texas (the "AG"); and

WHEREAS, the Parties intend that the District, or Owner as appropriate, will design, construct and install the Public Infrastructure: (i) at no cost or expense to the City; (ii) in accordance with the "Governing Regulations" as defined in this Agreement; and (iii) in accordance with the applicable requirements of the Texas Water Code, and the rules, regulations and policies of the TCEQ; and

WHEREAS, the Parties intend that the District, or Owner as appropriate, will design, construct and install the Public Infrastructure using funds advanced to the District by Owner; and that the District will thereafter reimburse Owner for such advances using the proceeds of bonds issued by the District and secured solely by ad valorem taxes levied on property within the District and by other funds legally available to the District (with the City having no responsibility or liability whatsoever for any District bonds); and

WHEREAS, RCH Water Supply Corporation ("RCH") currently holds the water certificate of convenience and necessity ("CCN") over the Property and a portion of the In-City Property; and

WHEREAS, no entity holds the wastewater certificate of convenience and necessity over the Property or the In-City Property; and

WHEREAS, the Parties intend that the City will be the retail provider of wastewater service to the Property and the In-City Property; and

WHEREAS, the City of Rockwall entered into that certain Wastewater Service Contract with the City dated March 24, 2008 (the "Rockwall Wastewater Agreement"), pursuant to which Rockwall will serve as the wholesale wastewater provider to the City; and

WHEREAS, the City intends to negotiate with the City of Rockwall for amendments to the Rockwall Wastewater Agreement to the extent necessary to allow the City to provide adequate wastewater service for the full development of the Property and the In-City Property for the Term of this Agreement; and

WHEREAS, the Parties' intended development of the Property, including the design, construction and installation of Public Infrastructure, will benefit the City and its current and future citizens, including the creation of substantial future tax base for the City, without any capital investment by the City; and

WHEREAS, the Parties intend that the City will consider an application by the Owner to rezone the In-City Property through the Chapter 211, Texas Local Government Code zoning process to allow a one acre minimum lot size for residential dwelling units on the approximately 179-acre In-City Property, as well as certain non-residential development, and acknowledge that nothing in this Agreement is intended to regulate the zoning or land use of the In-City Property or to require that the City approve any particular zoning of the In-City Property; 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 with respect to all provisions in this Agreement that pertain to the Property; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code.

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

ARTICLE II
DEVELOPMENT REGULATIONS

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

(a) the Concept Plan attached as **Exhibit C** as amended from time to time in accordance with this Agreement (the "Concept Plan"), which shall apply only to the Property; and

(b) the development regulations set forth on **Exhibit D** (the "Development Regulations"), which shall apply only to the Property; and

(c) the following building codes adopted by the City and in effect on the Effective Date: the provisions of the International Building Code (2018 edition), the International Residential Code (2018 edition), the International Energy Conservation Code (2018 edition), the International Mechanical Code (2018 edition), the International Plumbing Code (2018 edition), the International Fuel Gas Code (2018 edition), the International Property Maintenance Code (2018 edition), the National Electrical Code

(2020 edition), the International Fire Code (2018 edition) excluding all cul-de-sac size and dimension requirements, as well as amendments thereto adopted by Ordinance No. 2020-03 (the "Building Codes"), which shall apply to both the Property and the In-City Property; and

(d) the subdivision regulations of the City in effect on the Effective Date (the "Subdivision Regulations"), as amended by the special regulations set forth on **Exhibit E** (the "Special Regulations"), both of which shall apply to the Property and the In-City Property.

With the exception of zoning regulations that apply to the In-City Property, the Governing Regulations are exclusive, and no other City-adopted ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City after the Effective Date) apply to the development of the Property or the In-City Property. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties agree that the Governing Regulations shall include the City's exercise of exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of Public Infrastructure.

2.2 Concept Plan Revisions. The street layout and the location and configuration of open space areas shown on **Exhibit C** will comply with all Governing Regulations. In addition, any amendment to the Concept plan that is approved on a plat is deemed to be a City-approved amendment to the Concept Plan. All other revisions to the Concept Plan require the approval of the City Council, which shall not be unreasonably withheld.

2.3 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 the event of a conflict between this Agreement (including any exhibit attached hereto) and the Building Codes or the Subdivision Regulations, this Agreement (including all exhibits attached hereto) shall control.

ARTICLE III
DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties intend that the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, and the design, construction, installation, and inspection of Public Infrastructure, and that Rockwall County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plat Approval. Subdivision of the Property and the In-City Property requires approval of plats by the City in accordance with the Governing Regulations and this Agreement.

3.3 Public Infrastructure. The following requirements apply to both the In-City Property and the Property:

(a) The Public Infrastructure must be designed to comply with the Subdivision Regulations as amended by the Special Regulations, and no construction or installation of Public Infrastructure shall begin until plans and specifications have been approved by the City (which approvals must not be unreasonably withheld or delayed). Nothing herein is intended to waive or modify any applicable requirements for retail or wholesale providers to review and approve any water or wastewater construction plans.

(b) Inspections. The City acknowledges that all Public Infrastructure must be inspected as required by the rules of the TCEQ to the extent the costs and expenses paid or incurred by Owner in connection with such infrastructure will be reimbursable to Owner from bonds issued by the District or other funds legally available to the District. In order to avoid the duplication of time and expense of dual inspection and testing of Public Infrastructure, the Parties have agreed for inspection and testing of the Public Infrastructure as set forth in this section. The engineer for the District shall perform inspections of all Public Infrastructure and issue certifications to confirm compliance with City requirements and TCEQ requirements, and file copies of his or her reports with the City. Alternatively, at the City's option, the City's engineer may perform all inspections of Public Infrastructure, in which case the City shall require its engineer to issue certifications to confirm compliance with City requirements and TCEQ requirements.

3.4 Building Permits. No permanent structure (as such term may be defined, from time to time, by the District, but in any event, including every structure designed or intended for human occupancy and every accessory structure intended for human occupancy (a "Structure") shall be constructed unless a building permit has been issued by the City. Building permits shall not be unreasonably withheld, conditioned, or delayed. A building permit must be issued for any structure that complies with the applicable regulations. Except for model homes, no building permit may be issued for a Structure unless a final plat has been recorded for the lot on which the Structure is being constructed. Building permits must be issued for model homes prior to the recordation of a final plat if the Public Infrastructure to serve the model homes has been completed and inspected as required by Section 3.3 (including fire protection and excluding sewer); however, no model home may be sold to any end-buyer of a fully developed and improved lot within the Property ("End-Buyer") until a final plat has been recorded.

3.5 Certificate of Occupancy. Except for model homes, no Structure may be occupied until a Certificate of Occupancy has been issued by the City certifying that the Structure has been constructed in compliance with the applicable regulations, which certificates shall not be unreasonably withheld, conditioned, or delayed. Model homes may be occupied for the sole purpose of sales and marketing; however, no model home may be sold to or occupied by an End-Buyer until a Certificate of Occupancy has been issued.

ARTICLE IV
DEVELOPMENT CHARGES

4.1 Plat Review Fees. Development of the Property and the In-City Property shall be subject to payment to the City of the following fees (the "Plat Review Fees"): (a) for a preliminary plat, $280 per acre (or fraction thereof) within the plat plus the City's costs to hire a consultant to review the preliminary plat if City staff is not able to review the plat; and (b) for a final plat, $250 plus $5 per lot within the final plat, plus the City's costs to hire a consultant to review the final plat if City staff is not able to review the plat.

4.2 Plan Review Fees. Development of the Property and the In-City Property shall be subject to payment to the City of the reasonable and lawful costs to hire a consultant to review the District's plans and specifications for Public Infrastructure (the "Plan Review Fees").

4.3 Building Permit Fees. Development of the Property and the In-City Property shall be subject to payment to the City of the reasonable and lawful fees and charges applicable to the City's review of building construction plans, issuance of building permits, inspection of buildings, and issuance of certificates of substantial completion (the "Building Permit Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of a building permit application. The fee schedule applicable to the Property and the In-City Property shall be uniformly applicable to all development within the corporate limits of the City.

4.4 Flood Study Fee. A fee equal to the actual cost of the City's engineer's review of a new flood study for the In-City Property and the Property shall be paid to the City in connection with the City's analysis of any new flood study that is required by the Governing Regulations (the "Flood Study Fee"), which fee is required to be a reasonable market rate fee for a licensed professional engineer to review a flood study of a comparable scope.

4.5 City Fees. The Parties agree that the City may collect a $1,500 wastewater fee per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Wastewater City Fees"), which is a fee that shall be used to fund administrative and facility operation and maintenance costs associated with providing wastewater service to the Property and the In-City Property. If the City is the retail water provider to the Property and the In-City Property, the Parties agree that the City may collect a $1,000 water fee per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Water City Fees"), which is a fee that shall be used to fund administrative and facility operation and maintenance costs associated with providing water service to the Property and the In-City Property. The City agrees that no impact fees adopted pursuant to Chapter 395 of the Texas Local Government Code will be collected in connection with the development or use of the Property or the In-City Property. This Section 4.5 applies to both the Property and the In-City Property.

4.6 Public Safety Fees. The Parties agree that the City may collect a $250 public safety fee per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Public Safety Fees"), which fees shall be used to fund the City's provision of public safety services to the Property and the In-City Property. This Section 4.6 applies to both the Property and the In-City Property.

4.7 Exclusive Fees. Except for Plat Review Fees, Plan Review Fees, Building Permit Fees, Flood Study Fee, and Wastewater City Fees, the Water City Fees, and the Public Safety Fees (collectively, the "Fees"), no other fees or charges of any kind are due and payable to the City in connection with the development of the Property or the In-City Property.

ARTICLE V
RETAIL UTILITY SERVICE

5.1 Water. The Parties contemplate entering into a separate agreement at a later date regarding water service and water Public Infrastructure to serve the Property and the In-City Property.

5.2 Wastewater.

(a) The City agrees to be the retail provider of wastewater service to the Property and the In-City Property. The City agrees to negotiate in good faith with the City of Rockwall for amendments to the Rockwall Wastewater Agreement, and if necessary, negotiate in good faith with a different wholesale provider of wastewater service, to allow the City to provide adequate wastewater service for the full development of the Property as contemplated by this Agreement and the full development of the In-City Property as contemplated by the Owner's proposed PD zoning of the In-City Property as further described in Section 7.3(a) below (collectively, the "Full Development"), and will reserve such capacity for the Full Development.

(b) If (i) the City is unable or unwilling to provide wastewater service for the Full Development at any time; or (ii) prior to the annexation of the Property by the City the City has not entered into a written extension of the Rockwall Wastewater Agreement that extends the term of the agreement for at least the Term of this Agreement and provides for adequate capacity to provide retail wastewater service for the Full Development, or alternatively, has not entered into a new written wholesale wastewater agreement with the City of Rockwall or a different wholesale provider for a term that is at least the Term of this Agreement and that provides for adequate capacity to provide retail wastewater service for the Full Development, (1) the Owner or the District may construct and maintain a temporary wastewater treatment plant at a location approved by Owner and the City, with such approval not to be unreasonably withheld, delayed or conditioned, to serve all or a portion of the Full Development; and (2) the City consents to, and agrees to support the issuance of a discharge permit to allow the construction and maintenance for a temporary wastewater treatment plant for such purpose.

(c) If necessary for the City to provide adequate wastewater service to the Full Development, on behalf of and at no cost to the City, the Owner or the District may construct at a location approved by Owner and the City, with such approval not to be unreasonably withheld, delayed or conditioned, a temporary wastewater treatment plant to serve all or a portion of the Full Development, and the City consents to, and agrees to apply for and support the issuance of, a discharge permit to the City to allow the construction and maintenance of a temporary wastewater treatment plant for such purpose.

ARTICLE VI
CONSENT TO DISTRICT

6.1 Consent to the District Creation. This Agreement constitutes the irrevocable and unconditional consent of the City to the creation of the District thereof 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. The City further consents (a) to the authority of the District to include road powers pursuant to Section 54.234, Texas Water Code, as amended (by petition to and approval of the TCEQ or otherwise); (b) to expansions, from time to time, of the authority of the District (by special acts of the Texas legislature or otherwise) to include additional powers to exercise eminent domain, the right to divide, or other powers that are authorized by the Texas Constitution or by the laws of the State of Texas, as amended; and (c) the District's addition of the Property subsequent to the District's creation and following the City's annexation of the Property. The City further consents to divisions of the Districts and to boundary adjustments among the resulting districts in the form of exclusions and additions of land within the In-City Property and the Property.

6.2 Consent Resolutions; Other Documents. The City agrees to adopt such further ordinances or resolutions and execute such further documents as may reasonably be requested by Owner, the TCEQ, the AG, or the District to evidence the City's consents as set forth in this Agreement and in the Consent Resolution.

6.3 No Limitation of Powers. Nothing in this Article VI 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 the District.

6.4 Full Satisfaction. The consents contained in this Article VI 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; (b) with the understanding that the District Consents are irrevocable and cannot be withdrawn or modified in any way by the City or by any action of the City Council without the prior written approval of Owner; (c) 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; and (d) with the understanding that the District Consents shall not be

affected by: (1) any default under this Agreement, whether by Owner or any other person or entity that is or hereafter becomes bound by this Agreement, (2) any other act or omission by Owner or any other person or entity, whether or not related to this Agreement, the In-City Property, or the Property, or (3) any act or omission by the District, whether or not related to this Agreement, the In-City Property, or the Property.

6.5 Dissolution by City.

(a) The City hereby acknowledges and agrees that: (i) the District's purpose and function include the acquisition, construction, and financing of all Public Infrastructure necessary for the full development of the area within the District, including the Property and In-City Property (the "District Area"); (ii) the District currently has no funds legally available for such purpose and function; (iii) the District will enter into obligations to secure funds and perform such purpose and function in the form of one or more developer reimbursement agreements (a "Developer Reimbursement Agreement") with Owner and other developers of land within the District Area; and (iv) the District intends to meet its obligations and perform its function so as to reimburse such developers to the maximum extent permitted for all monies advanced or to be advanced on behalf of the District pursuant to each Developer Reimbursement Agreement and complete the acquisition and construction of all Public Infrastructure necessary for full development of the District Area.

(b) If the City dissolves the District prior to the District's completion of performance of its function and purpose of the acquisition and construction of all Public Infrastructure necessary for full development of the District Area, and reimbursement of each developer for monies advanced to or on behalf of the District for such purposes to the maximum extent permitted under a Developer Reimbursement Agreement, on the effective date of District dissolution the City shall (i) pay in cash to each developer who has advanced monies to or on behalf of the District pursuant to a Developer Reimbursement Agreement, to the maximum extent permitted under the Developer Reimbursement Agreement, an amount equal to actual costs incurred by developer in connection with the Public Infrastructure that has not been reimbursed as of the date of dissolution as required under the terms of the Developer Reimbursement Agreement; and (ii) be deemed to have assumed all of the District's ongoing contractual obligations, including, but not limited to, the District's obligations to reimburse a developer to the maximum extent permitted hereunder for future expenditures to be made subsequent to the date of dissolution for Public Infrastructure in accordance with any then existing Developer Reimbursement Agreement, with the source of funds for the City's payment being proceeds of bonds, notes or other obligations the City determines to issue for such purpose or other legally available funds of the City. All obligations assumed by the City, including obligations to issue bonds, notes or other obligations for the payment to a developer, shall be subject to all conditions, restrictions or other limitations applicable to the District under this Agreement, the Facilities Agreement between the City and the owners of the Property and the In-City Property effective on the Effective Date of this Agreement (the "Facilities Agreement"), and the Consent Resolution, including for the issuance of Bonds. This obligation is conditional upon the acquisition and construction of such Public Infrastructure by a developer, in lieu of the District, in the manner required

by the Developer Reimbursement Agreement. This Section 6.5 survives the termination or expiration of this Agreement and the Facilities Agreement.

(c) Should the City determine to proceed with dissolving the District, the City shall give the District and Owner and all other owners of land within the District nine (9) months advance written notice of its intent prior to initiation of formal dissolution proceedings. Upon receipt of such notice, the Parties will meet with the City to confirm the status of the outstanding obligations of each of the Parties under this Agreement.

(d) The Parties intend for the obligations of the District under this Agreement to constitute "obligations" of the District within the meaning of Section 43.074, Local Government Code. The Parties further intend in the event that the City adopts an ordinance dissolving the District, the City shall assume all of the obligations of the District, including those set forth in this Agreement, to the fullest extent permitted by law and the terms of the Development Agreement, Facilities Agreement, and this Agreement.

6.6 Notice. Pursuant to Section 49.452 of the Texas Water Code, purchasers of land within the District will receive notices in a format that is substantially the same as the one attached as **Exhibit R** in compliance with such statute.

ARTICLE VII
ADDITIONAL PROVISIONS

7.1 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.

7.2 Term. The term of this Agreement shall be 45 years after the Effective Date ("Term").

7.3 Annexation and Zoning; Public Safety Site Dedication Following Annexation.

(a) The Property shall remain in the ETJ of the City and be immune from full purpose annexation until such time the Owner submits a notarized request for voluntary annexation of the Property to the City, which the Owner shall do within 30 days after all of the following conditions have been satisfied: (i) the In-City Property has been zoned as a planned development district with regulations consistent with those that apply to the Property pursuant to this Agreement (excluding commercial land use regulations, which shall not apply to the In-City Property) and the Governing Regulations, (ii) the City and the owners of the Property and the In-City Property have entered into the Facilities Agreement; (iii) the District has been created by the TCEQ; and (iv) District elections have been held confirming the creation of the District and its initial directors and

authorizing the District to levy a maintenance tax. Nothing in this subsection shall be construed as requiring the City Council to adopt a particular zoning ordinance for the In-City Property, and part (i) of this subsection merely constitutes a condition precedent to annexation of the Property. Annexation of the Property by the City shall not impact the Term of this Agreement or the continued applicability of this Agreement.

(b) Within 30 days after the annexation of the Property, the City agrees to consider zoning the Property as a planned development district with regulations consistent with this Agreement; however, this Agreement shall control in the event of any conflict between this Agreement and the future zoning of the Property.

(c) Within 180 days after the annexation of the Property in accordance with this Section 7.3, the Owner and the City shall mutually approve the location of a minimum two-acre public safety site within the Property or the In-City Property, which approval shall not be unreasonably withheld by either Party, and the Owner shall dedicate such site to the City at no cost to the City. If the Parties cannot agree on the location of the public safety site, the 180-day period shall be extended automatically until the Parties reach an agreement and the site is dedicated to the City. The deed conveying the public safety site to the City may contain restrictions limiting the use of such land to public safety purposes and may contain reversion language that causes ownership of the land to revert to the Owner if the City does not construct a public safety building on the public safety site within ten years after the conveyance to the City.

7.4 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 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (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); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). Notices given pursuant to this section shall be addressed as follows:

To the City:

Attn: City Administrator
City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032
E-mail: lisa@mclendon-chisholm.com

With a copy to:

Attn Michael Halla,
City of McLendon-Chisholm Attorney
12655 North Central Expressway, Ste. 1000
Dallas, Texas 75243
E-mail: mhalla@hallalawfirm.com

To the Owner:	Attn: Phillip Huffines 8200 Douglas Avenue, Suite 300 Dallas, Texas 75225 E-mail: pwh@huffinescommunities.com
With a copy to:	Attn: Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, TX 75218 E-mail: misty.ventura@svlandlaw.com
To the District:	Board of Directors Rockwall County Municipal Utility District No. 10 c/o Crawford & Jordan LLP 19 Briar Hollow Lane, Suite 245 Houston, Texas 77027 E-mail: cjordan@crawlaw.net
With a copy to:	Attn: Mr. Christopher Jordan Crawford & Jordan LLP 19 Briar Hollow Lane, Suite 245 Houston, Texas 77027 E-mail: cjordan@crawlaw.net

7.5 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto (excluding amendments to the Concept Plan, which shall be maintained in a file kept by the City Secretary) shall be recorded in the deed records of Rockwall County. In addition, all assignments to this Agreement shall be recorded in the deed records of Rockwall County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer 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, developer, 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.

7.6 Events of Default. The Owner shall not be in default under this Agreement until the City has given notice of the alleged failure to perform (which notice shall set forth in reasonable detail the nature of the alleged failure) and until the Owner 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 30 days after written notice of the alleged failure has been given). In addition, the Owner shall not be in default under this

Agreement if, within the applicable cure period, the Owner begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

7.7 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:

(a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the City to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract); or

(c) adversely affect or impair the current or future obligations of the City to provide any service to any portion of the Property; or

(d) entitle the aggrieved Party to seek or recover exemplary damages; or

(e) adversely affect or impair the effectiveness or validity of any District Consents; or

(f) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds) or the day-to-day administration of the District; or

(g) allow the Property to be annexed except as contemplated and authorized by this Agreement;

(h) entitle either Party to receive attorney's fees; or

(i) limit the Term.

7.8 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The City waives its governmental immunity from suit and immunity from liability as to any action brought by a Party (or by the District) to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has

with respect to suits against the City by persons or entities other than the District or a Party to this Agreement.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

(c) It is also expressly agreed by the Parties that the City shall be immune from, and the Owner hereby waives, any claim for failure on the part of the City to perform, or the manner of performance, of any of its traditional governmental functions as defined and contained in Section 101.0215(a) of the Texas Civil Practice and Remedies Code, but only to the extent such immunity and waiver are consistent with the provisions of Texas Local Government Code Section 212.172, as amended, and Section 7.8(d) below. It is further expressly agreed by the Parties that this paragraph is a material term for the City, without which the City would not have entered into this Agreement.

(d) The Parties agree that nothing in this Agreement waives the rights of either Party to seek relief for any violation of any federal or state law,

7.9 Assignment by Owner to the District. Owner has the right to assign to the District those portions of this Agreement concerning the provision of water and/or wastewater service to the Property and the design, construction, installation, maintenance, and repair of parks or open space and any Public Infrastructure, including, but not limited to, water, wastewater, stormwater, roadway, and detention Public Infrastructure. Thereafter, for the limited purposes of such assignment, the District shall be considered an "Assignee," and therefore a Party, for purposes of this Agreement. Each assignment shall be in writing executed by Owner and the District and shall obligate the District to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the District for the performance of all obligations assigned to the District and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the District's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not given to the City within 15 days after execution, Owner shall not be released until the City receives the assignment. No assignment by Owner shall release Owner from any liability resulting 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 the District, including a copy of each executed assignment, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

7.10 Assignment by Owner. 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 is or will become an owner of any portion of the

Property or that is an entity that is controlled by or under common control with Owner. 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. A copy of each assignment shall be provided to all Parties within 15 days after execution. 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 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. An Assignee shall be a "Party" and the "Owner" for purposes of the obligations, rights, title, or interests being assigned. The City shall not assign this Agreement.

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

7.12 No Restriction on Property Transfer. No provision of this Agreement shall limit the ability of the Owner or any other person to transfer voluntarily or involuntarily its right, title, or interest in or to all or any portion of the Property.

7.13 Releases. From time to time upon written request of Owner or the District, the City Administrator shall execute, in recordable form, a release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and Development Regulations.

7.14 Estoppel Certificates. From time to time upon written request of Owner or the District, the City Administrator will execute a written estoppel certificate identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement.

7.15 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS PROVIDED IN THIS SECTION, OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM: (A) OF "VESTED" OR "PROTECTED" DEVELOPMENT OR OTHER PROPERTY RIGHTS ARISING FROM CHAPTERS 43 OR 245, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR OTHERWISE ARISING FROM COMMON LAW OR OTHER STATE OR FEDERAL LAWS; (B) THAT ANY GOVERNING REGULATION DEFINED IN ARTICLE II OF THIS AGREEMENT, ON ITS FACE OR AS APPLIED TO THE PROPERTY OR ANY PORTION THEREOF, VIOLATES ANY LOCAL, STATE, OR FEDERAL LAW; OR (C) THAT AN ACTION BY THE CITY CONSTITUTES A "TAKING" OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR THE IN-CITY PROPERTY OR AN ILLEGAL EXACTION.

7.16 Manufactured Housing. Notwithstanding any other provision of this Agreement to the contrary, HUD-certified manufactured homes may be located within the In-City Property and the Property, from time to time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). Owner will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied. Manufactured homes permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a Certificate of Occupancy; (d) do not otherwise have to comply with the Governing Regulations in the case of the Property or zoning regulations in the case of the In-City Property; (e) do not require any permit or other approval by the City; (f) are not subject to payment of any of the Fees; and (g) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes must have adequate access for fire protection.

7.17 Water Wells. Water wells may be drilled within the In-City Property and the Property to provide irrigation water and water for domestic use, including, but not limited to, use by the residents of the manufactured housing described in Section 7.16 above; subject, however, to all applicable rules and regulations of Rockwall County and the TCEQ.

7.18 Interpretation. 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.

7.19 Authority and Enforceability. The City represents and warrants that this Agreement has been approved and adopted 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, and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. 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.

7.20 Entire Agreement; Severability. This Agreement, together with the Facilities 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, (a) 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, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ.

7.21 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 In-City Property or 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 this Agreement, 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.

7.22 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 Rockwall County. Venue for any action to enforce or construe this Agreement shall be in Rockwall County.

7.23 Non 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.

7.24 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. If the District is not an Assignee, the District shall be considered a third-party beneficiary of this Agreement. 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. 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.

7.25 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 ten 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, including, but not limited to, events or circumstances caused by a pandemic or flooding

7.26 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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.

7.27 Iran, Sudan and Foreign Terrorist Organizations. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a

governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Owner represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or 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; ttps://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

7.28 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.

7.29 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

7.30 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under

Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

7.31 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.

7.32 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

7.33 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	Metes and Bounds Description of the In-City Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Special Regulations
Exhibit F	Product Type Illustrations
Exhibit G	Repetition Restrictions
Exhibit H	Mailbox Design
Exhibit I	Parks, Open Space, and Trail Plan
Exhibit J	Street Sections
Exhibit K	Architectural Guidelines
Exhibit L	Trash Can Pads
Exhibit M	Address Plaques
Exhibit N	Fence Design for Single Family Detached
Exhibit O	Realtor and Builder Sign Specifications
Exhibit P	Sidewalks
Exhibit Q	Shrub Planting Locations
Exhibit R	District Notice

Executed by Owner and the City to be effective on the Effective Date.

ATTEST:

Name: Rochelle Green
Title: City Secretary

CITY OF MCLENDON-CHISHOLM

By: Keith W Sheet
Name: Keith W Sheet
Title: Mayor

Date: 10/27/2021

APPROVED AS TO FORM AND LEGALITY:

Name:
City Attorney

CITY OF McLENDON-CHISHOLM CORPORATE SEAL TEXAS

STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on 1027, 2021 by Judy Rhoades, _____ of the City of McLendon-Chisholm Texas on behalf of said city.

Judy Rhoades
Notary Public, State of Texas

JUDY RHOADES
Notary Public, State of Texas
Comm. Expires 02-03-2024
Notary ID 379676-1

OWNER:

MC Trilogy Texas, LLC,
a Texas limited liability company

By:_____
Phillip Huffines, Managing Director

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on Oct. 27, 2021 by Phillip Huffines, Managing Director of MC Trilogy Texas, LLC, a Texas limited liability company on behalf of said company.

ROXANNE CABRERA
Notary ID #12217308
My Commission Expires
March 20, 2025

_____
Notary Public, State of Texas

Exhibit A
Metes and Bounds Description of the Property

ETJ TRACT 1

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN RABBIT RIDGE ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), AT THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 44°16'29" E a distance of 89.26'to a point for corner;

THENCE N 44°15'17" E a distance of 1492.27'to a point for corner;

THENCE S 45°49'51" E a distance of 3464.03'to a point for corner;

THENCE N 45°15'27" E a distance of 845.37'to a point for corner;

THENCE S 45°20'50" E a distance of 770.32'to a point for corner;

THENCE S 45°52'07" E a distance of 371.76'to a point for corner;

THENCE S 45°39'45" E a distance of 866.70'to a point for corner;

THENCE S 45°04'02" E a distance of 400.01'to a point for corner;

THENCE S 44°19'52" W a distance of 614.77'to a point for corner;

THENCE S 44°19'52" W a distance of 618.71'to a point for corner;

THENCE S 45°40'08" E a distance of 706.56'to a point for corner;

THENCE S 44°23'53" W a distance of 1352.29'to a point for corner;

THENCE S 44°42'29" W a distance of 1349.67'to a point for corner;

THENCE N 45°05'00" W a distance of 30.40'to a point for corner;

THENCE S 68°20'00" W a distance of 151.80'to a point for corner;

THENCE N 88°15'00" W a distance of 274.51'to a point for corner;

THENCE N 88°15'00" W a distance of 102.49'to a point for corner;

THENCE N 87°05'36" W a distance of 499.42'to a point for corner;

THENCE N 88°20'23" W a distance of 365.10'to a point for corner;

THENCE N 45°00'00" W a distance of 1596.73'to a point for corner;

THENCE N 45°00'00" E a distance of 1050.00'to a point for corner;

THENCE N 45°00'00" W a distance of 150.87'to a point for corner;

THENCE N 48°33'57" E a distance of 83.82'to a point for corner;

THENCE N 08°18'57" E a distance of 54.00'to a point for corner;

THENCE N 43°11'03" W a distance of 104.00'to a point for corner;

THENCE N 12°41'03" W a distance of 111.00'to a point for corner;

THENCE N 39°33'57" E a distance of 93.00'to a point for corner;

THENCE S 89°11'03" E a distance of 140.00'to a point for corner;

THENCE N 33°48'57" E a distance of 108.00'to a point for corner;

THENCE N 81°48'57" E a distance of 98.00'to a point for corner;

THENCE N 13°18'57" E a distance of 143.00'to a point for corner;

THENCE N 61°11'03" W a distance of 57.00'to a point for corner;

THENCE N 44°56'03" W a distance of 123.00'to a point for corner;

THENCE N 08°56'03" W a distance of 57.00'to a point for corner;

THENCE N 86°18'57" E a distance of 129.00'to a point for corner;

THENCE N 40°03'57" E a distance of 128.00'to a point for corner;

THENCE N 57°03'57" E a distance of 110.00'to a point for corner;

THENCE N 69°48'57" E a distance of 81.15'to a point for corner;

THENCE N 41°14'57" W a distance of 2018.90'to a point for corner;

THENCE N 40°35'51" W A DISTANCE OF 1575.68' TO THE POINT OF BEGINNING, CONTAINING 19,245,590.6 SQUARE FEET, OR 441.818 ACRES OF LAND MORE OR LESS.

ETJ TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN PULLEN ROAD,(A VARIABLE WIDTH RIGHT-OF-WAY), AT THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 45°52'07" E a distance of 836.75' to a point for corner;

THENCE N 44°13'38" E a distance of 717.19' to a point for corner;

THENCE S 45°44'07" E a distance of 1529.00' to a point for corner;

THENCE S 45°00'00" W a distance of 1708.95' to a point for corner;

THENCE N 45°00'00" W a distance of 1750.00' to a point for corner;

THENCE S 45°00'00" W a distance of 800.00' to a point for corner;

THENCE S 45°00'00" E a distance of 600.00' to a point for corner;

THENCE S 45°00'00" W a distance of 1092.91' to a point for corner;

THENCE N 88°13'09" W a distance of 163.88' to a point for corner;

THENCE N 86°06'41" W a distance of 301.66' to a point for corner;

THENCE N 88°15'00" W a distance of 1073.00' to a point for corner;

THENCE N 01°45'00" E a distance of 65.55' to a point for corner;

THENCE N 44°34'36" E a distance of 928.59' to a point for corner;

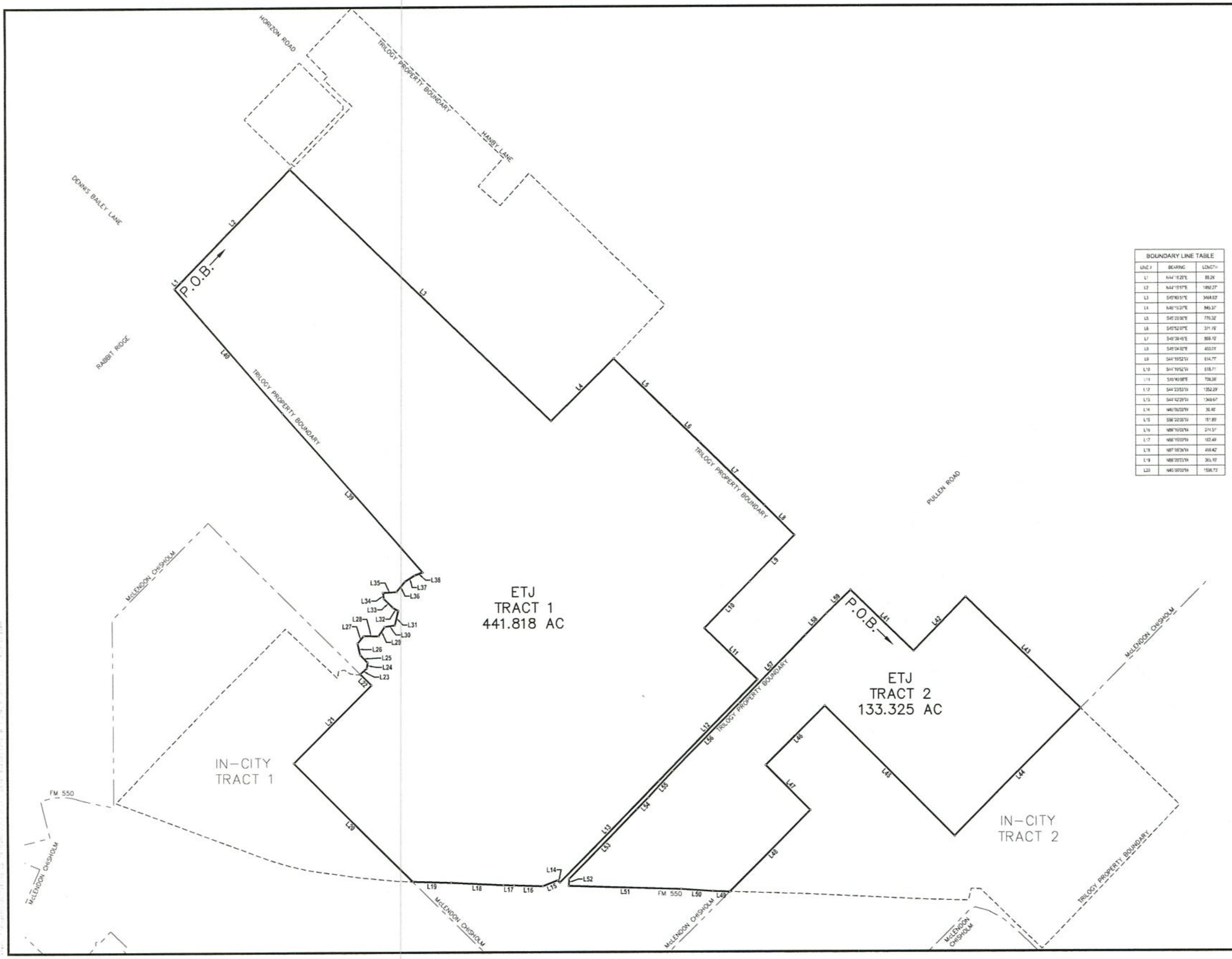
THENCE N 44°31'40" E a distance of 151.79' to a point for corner;
THENCE N 43°28'23" E a distance of 346.55' to a point for corner;

THENCE N 44°43'11" E a distance of 901.86' to a point for corner;

THENCE N 44°06'02" E a distance of 914.03' to a point for corner;

THENCE N 44°44'29" E a distance of 285.28' to a point for corner;

THENCE N 45°50'03" E A DISTANCE OF 322.68' TO THE POINT OF BEGINNING, CONTAINING 5,807,645.3 SQUARE FEET, OR 133.325 ACRES OF LAND MORE OR LESS.



BOUNDARY LINE TABLE		
LINE #	BEARING	LENGTH
L1	N44°16'20"E	89.26'
L2	N44°15'17"E	1492.27'
L3	S45°49'51"E	3464.03'
L4	N45°15'27"E	845.37'
L5	S45°20'00"E	770.32'
L6	S45°52'07"E	371.76'
L7	S45°39'45"E	868.70'
L8	S45°04'02"E	400.01'
L9	S44°19'52"W	614.77'
L10	S44°19'52"W	618.71'
L11	S45°40'08"E	706.56'
L12	S44°23'53"W	1352.29'
L13	S44°42'29"W	1349.67'
L14	N45°06'00"W	30.40'
L15	S56°20'00"W	151.89'
L16	N88°15'00"W	274.51'
L17	N88°15'00"W	102.49'
L18	N87°06'36"W	499.42'
L19	N88°20'23"W	365.10'
L20	N45°00'00"W	1596.73'

BOUNDARY LINE TABLE		
LINE #	BEARING	LENGTH
L21	N45°30'00"E	1650.00'
L22	N45°00'00"W	150.87'
L23	N45°30'57"E	83.92'
L24	N08°18'57"E	54.00'
L25	N43°11'03"W	104.00'
L26	N12°41'03"W	111.00'
L27	N39°33'57"E	93.00'
L28	S89°11'03"E	140.30'
L29	N03°48'57"E	108.30'
L30	N81°48'57"E	98.00'
L31	N12°18'57"E	143.30'
L32	N61°11'03"W	57.00'
L33	N44°56'03"W	123.00'
L34	N68°56'03"W	57.30'
L35	N80°18'57"E	129.00'
L36	N43°30'57"E	128.00'
L37	N57°30'57"E	110.00'
L38	N69°48'57"E	81.10'
L39	N47°14'57"W	2018.97'
L40	N40°35'51"W	1575.60'

BOUNDARY LINE TABLE		
LINE #	BEARING	LENGTH
L41	S45°52'31"E	526.75'
L42	N44°13'38"E	717.19'
L43	S45°44'37"E	1528.03'
L44	S45°00'00"W	1708.09'
L45	N45°00'00"W	1755.03'
L46	S45°00'00"W	860.03'
L47	S45°00'00"E	600.03'
L48	S45°00'00"W	1062.51'
L49	N88°13'06"W	163.69'
L50	N86°08'41"W	301.66'
L51	N88°13'00"W	1073.03'
L52	N01°45'00"E	63.55'
L53	N44°34'38"E	928.57'
L54	N44°31'40"E	151.79'
L55	N43°58'03"E	346.55'
L56	N44°43'11"E	901.80'
L57	N44°06'02"E	914.03'
L58	N44°44'29"E	295.29'
L59	N45°50'03"E	322.88'

400 200 0 400
SCALE IN FEET
1" = 400'

TRILOGY

DISTRICT BOUNDARY EXHIBIT
McLENDON CHISHOLM ETJ

CLIENT
HUFFINES COMMUNITIES
8200 Douglas Ave, Ste. 300
Dallas, Texas 75225
PH. 972.860.2141

ENGINEER
TEAGUE NALL AND PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
www.tnpinc.com
TBPELS: ENGR F-230; SURV 10011600, 10011601, 10194381
GBPE: PEF007431; TBAE: BR 2673

Exhibit B
Metes and Bounds Description of the In-City Property

TRACT 1

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550 (VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN VOLUME 41 AT PAGES 545 565 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS AT THE RECOGNIZED SOUTHWEST CORNER OF SAID TRACT;

THENCE NORTH 44° 03' 50" EAST A DISTANCE OF 1,220.15 FEET TO A POINT FOR CORNER, SAID POINT BEING THE SOUTH CORNER OF A CALLED 58.110 ACRE TRACT OF LAND DESCRIBED IN DEED TO DONALD R. HOLLAWAY RECORDED UNDER COUNTY CLERKS FILE NUMBER 2011-00444931 (VOL. 6347, PG. 221) OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE NORTH 44° 24' 01" EAST AND FOLLOWING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 258.18 FEET TO A POINT FOR CORNER;

THENCE NORTH 45°44'54" EAST AND CONTINUING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 353.97 FEET TO A POINT FOR CORNER;

THENCE NORTH 44° 38' 21" EAST AND CONTINUING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 485.74 FEET TO A POINT FOR THE MOST EASTERLY CORNER OF SAID HOLLOWAY 58.110 ACRE TRACT AT ITS INTERSECTION WITH THE SOUTHWEST LINE OF A CALLED 89.287 ACRE TRACT OF LAND DESCRIBED IN DEED TO HOLLOWAY FAMILY LIMITED PARTNERSHIP AS RECORDED UNDER COUNTY CLERKS FILE NUMBER 20150000020975 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE SOUTH 46° 15' 24" EAST AND FOLLOWING ALONG THE SOUTHWEST LINE OF SAID HOLLOWAY FAMILY LIMITED PARTNERSHIP 89.287 ACRE TRACT A DISTANCE OF 685.89 FEET TO THE MOST SOUTHERLY CORNER OF SAID 89.287 ACRE TRACT, SAID POINT BEING IN A SOIL CONSERVATION LAKE AND CALLED IN THE OLD MEANDERS OF LONG BRANCH CREEK;

THENCE FOLLOWING ALONG THE SOUTHEASTERLY LINE OF SAID HOLLOWAY FAMILY LIMITED PARTNERSHIP 89.287 ACRE TRACT AND ALONG THE CALLED OLD MEANDERS OF LONG BRANCH CREEK AS FOLLOWS;

(1) NORTH 09° 48' 57" EAST A DISTANCE OF 71.41 FEET TO A POINT CORNER;

(2) NORTH 81° 03' 57" EAST A DISTANCE OF 56.00 FEET TO A POINT FOR CORNER;

(3) SOUTH 56° 56' 03" EAST A DISTANCE OF 69.00 FEET TO A POINT FOR CORNER;

(4) SOUTH 83° 11' 03" EAST A DISTANCE OF 85.00 FEET TO A POINT FOR CORNER;

(5) NORTH 48° 33' 57" EAST, A DISTANCE OF 10.18 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE CALLED OLD MEANDERS OF LONG BRANCH CREEK AND THROUGH THE INTERIOR OF SAID PREMISES AS FOLLOWS;

(1) SOUTH 45° 00' 00" EAST, A DISTANCE OF 150.87 FEET TO A POINT FOR CORNER;

(2) SOUTH 45° 00' 00" WEST, A DISTANCE OF 1050.00 FEET TO A POINT FOR CORNER;

(3) SOUTH 45° 00' 00" EAST, A DISTANCE OF 1596.73 FEET TO A POINT FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550;

THENCE NORTH 88° 20' 23" WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 135.23 FEET TO A POINT FOR CORNER;

THENCE NORTH 84° 16' 25" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 405.48 FEET TO A POINT FOR CORNER;

THENCE NORTH 81° 36' 51" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 451.13 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,846.18 FEET, WITH A CENTRAL ANGLE OF 09° 17' 58", AND A CHORD BEARING NORTH 74°08'20" WEST AT A DISTANCE OF 461.45 FEET;

THENCE WESTERLY AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550 AND SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 461.95 FEET TO A POINT FOR CORNER;

THENCE NORTH 69° 29' 21" WEST CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550A DISTANCE OF 1,496.23 FEET TO THE POINT OF BEGINNING CONTAINING 3,011,847 SQUARE FEET, OR 69.143 ACRES OF LAND MORE OR LESS.

TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE RECOGNIZED EAST CORNER OF THIS TRACT IN THE SOUTHWEST LINE OF A 25.279 ACRE TRACT OF LAND DESCRIBED IN DEED TO REGGIE L. HICKERSON RECORDED UNDER VOLUME 2388, PAGE 198 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS, SAID POINT BEING THE MOST NORTHERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO RONALD PRICE AND SHARON DUBACK RECORDED UNDER VOLUME 1591, PAGE 111 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE SOUTH 43 °56' 42" WEST AND DEPARTING THE SOUTHWEST LINE OF SAID 2.79 ACRE TRACT TO REGGIE L. HICKERSON AND FOLLOWING ALONG THE NORTHWEST LINE OF SAID RONALD PRICE AND SHARON DUBACK TRACT A DISTANCE OF 1,902.97 FEET TO A POINT FOR CORNER; SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID RONALD PRICE AND SHARON DUBACK TRACT;

THENCE NORTH 45° 35' 00" WEST A DISTANCE OF 819.44 FEET TO A POINT FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF F.M. ROAD 550 (VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN VOLUME 41 AT PAGES 545 565 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE NORTH 86° 58' 39" WEST AND CONTINUING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 89.89 FEET TO A POINT FOR CORNER;

THENCE SOUTH 14° 01' 34" WEST AND CONTINUING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 113.82 FEET TO A POINT FOR CORNER;

THENCE NORTH 88° 27' 27" WEST AND FOLLOWING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 445.63 FEET TO A POINT FOR CORNER;

THENCE NORTH 87° 13' 22" WEST AND FOLLOWING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 1,052.71 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5,769.60 FEET, A CENTRAL ANGLE OF 01° 08' 00", AND A CHORD BEARING NORTH 87°39'09" WEST AT A DISTANCE OF 114.12 FEET;

THENCE WESTERLY AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 AND FOLLOWING ALONG SAID CURVE FOR AN ARC DISTANCE OF 114.12 FEET;

THENCE NORTH 88° 13' 09" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 669.98 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 AND THROUGH THE INTERIOR OF SAID PREMISES AS FOLLOWS;

(1) NORTH 45° 00' 00" EAST, A DISTANCE OF 1,092.91 FEET TO A POINT FOR CORNER;

(2) NORTH 45° 00' 00" WEST, A DISTANCE OF 600.00 FEET TO A POINT FOR CORNER;

(3) NORTH 45° 00' 00" EAST, A DISTANCE OF 800.00 FEET TO A POINT FOR CORNER;

(3) SOUTH 45° 00' 00" EAST, A DISTANCE OF 1,750.00 FEET TO A POINT FOR CORNER;

(4) NORTH 45° 00' 00" EAST, A DISTANCE OF 1,708.95 FEET TO A POINT FOR CORNER ON THE RECOGNIZED NORTHEAST LINE OF THIS TRACT;

THENCE SOUTH 45° 44' 07" EAST ALONG SAID RECOGNIZED LINE, A DISTANCE OF 1317.93 FEET TO THE POINT OF BEGINNING CONTAINING 4,787,547 SQUARE FEET, OR 109.907 ACRES OF LAND MORE OR LESS.

TRILOGY
DISTRICT BOUNDARY EXHIBIT
McLENDON CHISHOLM
CLIENT
HUFFINES COMMUNITIES
6200 Dallas Pkwy, Ste. 300
Plano, Texas 75220
PH. 972.860.3141
ENGINEER
TEAGUE NALL AND PERKINS, INC.
825 Watters Creek Boulevard, Suite M200
Allen, Texas 75013
214.461.9887 ph 214.461.9864 fx
www.tnpinc.com
TBPELS: ENGR F-230; SURV 100150-00, 10191501, 10194301
DRWG: PERIMETER; TRAIL 08 2023
BOUNDARY CURVE TABLE
BOUNDARY LINE TABLE
IN–CITY TRACT 2 109.907 AC
IN–CITY TRACT 1 69.143 AC
ETJ TRACT 2
ETJ TRACT 1
P.O.B.
P.O.B.
McLENDON CHISHOLM
FM 550
PULLIN ROAD
TRILOGY PROPERTY BOUNDARY
HAGEY LANE
HOBSON ROAD
RABBIT RIDGE
DENNIS BAILEY LANE
SCALE IN FEET
1" = 400'
400
200
0
400

Exhibit C
Concept Plan

TRILOGY
MCLENDON-CHISHOLM ETJ
575.14 ACRES
LEGEND
TRILOGY PROPERTY LIMITS
OPEN SPACE
RESIDENTIAL ZONE
PULLEN ROAD
60' ROW
TRILOGY
BOULEVARD
100' ROW
OPEN SPACE
OPEN SPACE
OPEN SPACE
MCLENDON-CHISHOLM LIMITS
TRILOGY PROPERTY LIMITS
MCLENDON-CHISHOLM LIMITS
CITY OF HEATH LIMITS
400 200 0 400
SCALE: 1" = 400'
tnp

Exhibit D
Development Regulations

1. Definitions.

a. Alley means a publicly or privately owned access way that provides access to the rear of a lot and functions as a traditional alley.

b. City Administrator means the City Administrator or his or her designee.

c. Concept Plan means the concept plan attached to this Agreement as **Exhibit C**, as amended in accordance with Section 2.2 of this Agreement.

d. Front entry garage means a garage accessed from the street in front of a single family detached home or duplex. This term does not include side entry or j-swing garages.

e. Open space means generally undeveloped property that can be used for active or passive recreation, is publicly or privately owned and maintained, is accessible by the residents of the Property or by the general public, and is designated as open space on an approved final plat.

f. Property means the property described on **Exhibit A** of this Agreement.

g. Single family detached means a single dwelling unit on a platted lot that is not physically attached to any other dwelling unit (excluding an accessory dwelling unit). A single family dwelling unit includes, but is not limited to, zero lot line homes and patio homes.

2. Concept Plan. Development of the Property shall be in general conformance with the Concept Plan; however, the nonresidential uses permitted by this **Exhibit D** shall be permitted at any location within the Property.

3. Permitted Uses.

a. The following uses shall be permitted in the areas designated "Residential Zone" on the Concept Plan:

i. Single family detached (SF-D2, SF-D3, SF-D4).

ii. School, public or private (elementary, middle, or high school, home school, day care).

iii. Model homes.

iv. Accessory uses and structures, including, but not limited to buildings, garages, patio covers, pergolas, decks, carports, fences, signs, swimming pools, spas, antenna, satellite dishes, game courts, flagpoles).

v. Accessory dwelling units that are accessory to single family detached uses located on lots with a width greater than 59 feet. An accessory dwelling unit shall not exceed 750 square feet in floor area, and shall be located on the same lot as the principal use. A separate meter is permitted, but not required, for the accessory secondary living units.

vi. Accessory home occupations, which shall conform to the City's zoning ordinance in effect on the Effective Date with respect to regulations specific to accessory home occupations.

vii. Sales office.

viii. Amenity Centers. Accessory private community center is permitted as an accessory use to an amenity center. An accessory private community center may include a restaurant or coffee shop open to members and their guests and may include a banquet facility that may be rented for special occasions, such as wedding receptions and parties. This use may include recreational uses and amenities, including, but not limited to, swimming pools and tennis courts. An amenity center may include one or more food trucks.

ix. Temporary Residential Sales Office, Temporary Construction Office, and Model Homes. A residential real estate sales office and/or construction office, located on a platted lot, may be permitted within a subdivision for which building permits have been issued and may be located either in a model home, in a temporary building, or in a portable trailer. Model homes are permitted within a subdivision for which building permits have been issued. A permit for a temporary residential sales office, construction office, or a model home may be issued for no more than one year, but shall be automatically extended for so long as the builder maintains active and continuous sales or construction activities within the subdivision and a minimum of five lots in the subdivision remain unsold. Such sales office shall be used for sales in the subject subdivision only and not for sales in any other subdivision.

x. Farmers market.

b. The following uses shall be permitted in the area designated "Commercial Zone" and at any other location on the Concept Plan:
   i. All uses permitted by right in the NC Neighborhood Commercial District pursuant to the City's comprehensive zoning ordinance in effect on the Effective Date are permitted by right without conditions
   ii. All uses permitted by SUP in the NC Neighborhood Commercial District pursuant to the City's comprehensive zoning ordinance in effect on the Effective Date are permitted by SUP
   iii. All uses permitted in the "Residential Zone" designated on the Concept Plan
   iv. Restaurant, drive-in or drive-thru
   v. Restaurant/refreshment stand (temporary or seasonal)
   vi. Retail uses of any type and size

vii. Service uses of any type, such as nail salons, hair salons and similar uses providing services to the public
viii. Pharmacy
ix. Office (business, professional, or medical)
x. Fuel sales, with or without convenience store
xi. Furniture repair
xii. Bank or other financial institution
xiii. Accessory banking
xiv. Florist
xv. Veterinary clinic or hospital with or without outside kennels and boarding
xvi. Day care
xvii. Farmers market

c. In the area designated "Open Space" on the Concept Plan, parks, trails, active and passive open space, and other recreational amenities, uses, and improvements are permitted, including, but not limited to, all uses and structures referenced in Section 8 below.

d. Agricultural uses are permitted at any location within the Property, and may include, but are not limited to, raising crops and livestock, livestock services (including horses), and landscape/horticulture services.

e. Real estate development field offices and sales offices are permitted at any location without any time limit.

f. Temporary construction yards are permitted during ongoing construction within the Property, and the locations shall be approved by the City Administrator with such approval not to be unreasonably withheld, conditioned or delayed.

g. Concrete or asphalt batch plant, temporary associated with development of the Property, are permitted at any location, and the locations shall be approved by the City Administrator with such approval not to be unreasonably withheld, conditioned or delayed.

4. Residential Development Standards. The requirements in this Section 4 shall apply to residential development:

a. Table 1 below contains the exclusive lot size, setback, lot coverage, density, garage orientation, building height, and dwelling unit size requirements for residential development. **Exhibit F** illustrates the residential product types described on Table 1.

b. Single family detached homes shall comply with the anti-repetition requirements on **Exhibit G**. At least 10 percent of an elevation must be different, or it will be considered to be a repeated elevation.

c. Each single family detached home shall be serviced by a central cluster mailbox located at a street intersection as approved by the US Postal Service. Mailbox designs shall be similar to the design shown on **Exhibit H**.

d. All streets shall have street lights chosen from the standard street lighting guide of the electric provider.

e. The front most portion of a residential front entry garage shall not extend more than three feet in front of the front facade or the front porch of a single family detached home.

f. All residential rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way.

g. All residential side and front entry garage doors for all permitted uses must be a minimum of 22 feet from the edge of the right-of-way.

h. Each single family detached home shall have a minimum of two enclosed garage parking spaces.

i. Front entry garage doors on a single family detached home shall be recessed a minimum of six inches into the building facade in which they are located.

j. Residential garage doors shall be clad with faux wood. Solid metal garage doors are prohibited on residences.

5. Non-Residential Development Standards. The requirements in this Section 5 shall apply to non-residential development:

a. The minimum front yard building setback shall be 25 feet, measured from all streets. All other yards shall be considered side yards, and shall have a minimum building setback of 15 feet, unless adjacent to an existing residential use, in which case the minimum building setback shall be 25 feet and a six foot solid fence or screening wall shall be constructed on the non-residential lot line where residential adjacency exists.

b. The maximum lot coverage shall be 35 percent, measured as the building footprint.

c. The minimum lot size for a non-residential use shall be 10,000 square feet.

d. The maximum building height shall be two stories and 40 feet.

e. An amenity center is considered non-residential development for purposes of this Section 5.

6. Residential Landscaping, Fencing, and Screening. The following requirements shall be the exclusive landscaping requirements applicable to residential development:

a. Except as otherwise provided below in this paragraph, chain link, barbed wire, pipe, and razor wire fences are prohibited. This restriction does not apply to temporary construction fencing, fencing around a lift station or other utility uses, barbed wire fencing around cattle or other agricultural uses. The City Administrator may permit these materials for limited use in other specific circumstances if the Director finds the use of these materials to be appropriate. Vinyl and polywood fencing and manufactured fencing materials are permitted on residential lots. Vinyl coated chain link fencing is permitted in connection with a dog park or open space. Wrought iron fencing or similar open metal fencing is required where lots abut an open space or park designated on a final plat.

b. A minimum of one three-inch caliper canopy tree shall be planted on each residential lot or in the adjacent parkway, except that on each residential lot that is larger than 60 feet in width, a minimum of two three-inch caliper canopy trees shall be planted.

c. In addition to the requirements in subsection (a) above, each corner lot with a single family detached home shall have landscape enhancements along the side street as follows:

i. At least two minimum three-inch caliper trees shall be planted per lot within the parkway, and a minimum of one five-gallon evergreen shrub shall be planted every five feet on center along the fence facing the side street.

ii. Trees may be planted between a sidewalk and curb. When trees are planted within the parkway, there shall be a minimum of five feet between the curb and sidewalk.

d. Shrubs are required to be planted in the areas shown on **Exhibit Q**.

e. Berms, shrubs, trees, and groundcover are permitted in medians.

f. When the back or side of a single family residence abuts a collector road, screening will be provided in the form of a minimum six-foot tall board on board fence with the finished side facing the street, which shall be constructed by the home builder and shall have consistent materials and a consistent design along all collector streets. A collector road shall be defined as a road having a divided two-lane boulevard connecting major off-site roadways. The term "divided" means divided by a raised median.

g. A minimum of one three-inch caliper ornamental or canopy tree, or three eight-foot tall ornamental trees, shall be planted for every 50 linear feet of street frontage or fraction thereof along perimeter arterial and collector thoroughfares in the parkway. Trees may be planted in clusters to create a natural appearance along perimeter arterial and collector streets.

h. Entryways into and exits from the Property shall be landscaped with grass, shrubs, and trees.

i. Landscaping at entryways into the Property shall be designed so as to avoid an impairment of visibility of operators of motor vehicles entering and exiting the subdivision when the plant materials reach full maturity.

j. The developer and/or a homeowners' association shall be responsible for the perpetual maintenance and upkeep of all landscaped areas that are not contained within residential lots or within District-owned property.

k. Landscaped areas at entryways into the Property shall be planted with at least one shade tree (minimum four inches in caliper measured at four feet above natural grade and 16 feet in height at time of planting) for each 55 linear feet or portion thereof of adjacent exposure.

a. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article, but shall be permitted in addition to required landscaping. Synthetic or artificial lawn or plant material shall be permitted within an amenity center lot.

b. All required landscaped area shall be permanently landscaped with living plant material, and shall have an irrigation system installed.

c. Landscaped areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping.

d. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, etc.

e. Plant materials which die shall be replaced with plant material of similar variety and size within 90 days period, with a one time extension not exceeding 90 days being provided upon approval of the city council.

f. All landscaping shall be completed and installed in accordance with the landscape plan within 90 days of a certificate of occupancy being granted. A one-time extension not to exceed 90 days may be granted upon approval of the City Administrator or his/her designee.

g. All required landscaping shall be from the approved plant list on Table 2 of this **Exhibit D**. The City Administrator may approve the use of additional plants that are not on Table 2 to satisfy landscaping requirements.

7. Non-Residential Landscaping and Screening. The following requirements shall be the exclusive landscaping requirements applicable to non-residential development:

a. A minimum of 20 percent of each platted lot developed with a non-residential use shall be landscaped with a combination of grass, shrubs and trees. Where the construction is to be a single phase of a multi-phase development, only the area being constructed in the current phase need be subject to the landscape regulations. However, each phase will be required to meet the landscaping requirements as they are being developed.

b. A minimum of ten percent of the gross area within a parking lot shall be planted with living plant material. Gross parking area shall be measured from the edge of the parking and/or driveway paving and sidewalks. Such landscaping shall be counted towards satisfaction of the requirements in Section 7(a) above. Landscape material which is located within the interior of a parking lot shall be surrounded by a curb of four inches in height.

c. All required landscaped area shall be permanently landscaped with living plant material, and shall have an irrigation system installed. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article, except for an amenity center lot.

d. Landscaped areas shall be kept free of trash, litter, weeds, and other such materiel or plants not a part of the landscaping.

e. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, etc.

f. Plant materials which die shall be replaced with plant material of similar variety and size within 90 days period, with a one time extension not exceeding 90 days being provided upon approval of the city council.

g. All landscaping shall be completed and installed in accordance with the landscape plan within 90 days of a certificate of occupancy being granted. A one-time extension not to exceed 90 days may be granted upon approval of the City Administrator or his/her designee.

h. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article unless part of an amenity center lot.

i. An amenity center is considered non-residential development for purposes of this Section 7.

j. All required landscaping shall be from the approved plant list on Table 2 of this **Exhibit D**. The City Administrator may approve the use of additional plants that are not on Table 2 to satisfy landscaping requirements.

8. Parks and Open Space.

a. Parks and open space areas shall be designated on approved preliminary and final plats and shall generally comply with the Parks, Open Space, and Trail Plan attached as **Exhibit I**. The exact locations of trails and other amenities shown on **Exhibit I** is conceptual and subject to modification by the developer at the time of final design and platting. The Owner shall have the right to move park and open space locations shown on **Exhibit I** without City approval provided all dwelling units within the Property are located within 1,500 feet of a park or open space area (meaning an open space area designated on a final plat). City Administrator approval of park design to confirm compliance with the requirements of this Agreement shall be required for any park that will be owned and maintained by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. City approval of the park design and amenities for privately owned and maintained open space and parks shall not be required other than standard approval of plats, building permits, and inspections in accordance with the Governing Regulations.

b. Trails will be constructed in phases with each plat. As each phase of the project is platted, any portion of a trail required within the platted phase shall be completed with the other improvements required as part of the plat approval, and if a gap in trail connections is less than 750 feet, the connection shall be constructed with the platted phase under construction (otherwise, the connection shall be constructed with the completion of the next phase adjacent to the gap).

c. Either the property owner, the District or a homeowners association will be responsible for maintaining parks, open space, and trails within the Property, as well as the amenities listed below in this Section 8; however, the City shall maintain the City Park identified on **Exhibit I**. The Owner shall make payments to the City in accordance with this subsection to assist with funding the maintenance of the City Park identified on **Exhibit I**, which payments shall be used by the City for the sole purpose of such maintenance. The Owner shall pay to the City $25,000 per year for a five-year period commencing 30 days after the date the City delivers written notice to the Owner of the City's acceptance of the City Park identified on **Exhibit I** following the Owner's completion of the development of the park, which notice shall meet the notice requirements of this Agreement. Any lakes will be maintained by the District. Floodplain areas will be owned and maintained by the District, and may be used for crops and other agricultural uses, an amphitheater or other event space, dog parks, and other similar uses. Areas containing 100-year floodplain shall be maintained in the condition that is included in the approved floodplain model. Amenity centers will be maintained by a homeowners association.

d. The following amenities are required to be started prior to the issuance of the Certificate of Occupancy or final inspection for the 100th single family detached residence within the Property and completed within 36 months after the City's final acceptance of the first platted phase of development within the Property:

i. An amenity center with a minimum of 4,000 square feet plus a minimum 1,500 square foot fitness facility, for a total of at least 5,500 square feet of air conditioned space in the amenity center.

ii. A pool complex with one resort pool, one adult pool, and one tot pool;

iii. A minimum of one playground;

iv. A covered community outdoor gathering space;

v. A minimum of one shade structure, two picnic tables, and two park benches for each active park (i.e., a park with at least one of the following: playground equipment, sports field, or other similar facilities for activity);

vi. A minimum of two dog waste stations;

vii. Trash cans;

viii. Park signage;

ix. The City-owned park, which shall include, at a minimum, the following: a playground with one play structure (such as climbers, hangers, slides or spinners); five picnic tables; five benches; 40 off-street parking spaces; a 2,500 square foot covered shade structure with a restroom; a 1,500 square foot outdoor seating area; a one-half acre open lawn or amphitheater space; and a 200 square foot fishing pier or boardwalk.

e. The developer shall, at a minimum, construct the following amenities within an active park by the approval of the final inspection or the certificate of occupancy for the 400th dwelling unit within the Property:

i. A minimum of one play structure (such as climbers, hangers, slides or spinners);

ii. A minimum of two picnic tables and two park benches for each active park (i.e., a park with playground equipment, sports field, or other similar facilities for activity);

iii. A minimum of one dog waste station;

iv. Trash cans;

v. Park signage; and

vi. A minimum of one shade structure per park.

f. Open space amenities not specifically listed above, but of a similar type and nature to those listed above, are permitted.

g. Except as otherwise provided in this paragraph, every dwelling unit shall be located within 1,500 feet of a park or open space designated on a final plat that includes a community trail system with a minimum width of six feet, as generally shown on **Exhibit I**. For purposes of this paragraph, open space is any open space that can be used by residents and is improved with any of the following: outdoor seating, playground equipment, a dog park, a play structure, a picnic table, a park bench, a dog clean up station, or a trail. The City Administrator has authority to allow a phase of homes to be constructed without meeting the requirements in this paragraph provided the subsequent plat will include the park or open space, including a community trail system with a minimum width of six feet necessary to serve the prior phase of homes.

h. Required trails shall be constructed of concrete and follow standards of the Engineering Design Manual and applicable ADA standards.

i. Subject to all applicable laws and permit requirements, lakes may be recharged from rain collection or wells and used for irrigation.

j. Open space areas that do not include existing trees shall be landscaped with one tree that is a minimum of three inches in caliper for every 50 feet of street frontage or fraction thereof. Trees may be planted in clusters to create a natural appearance.

k. The requirements of this Section 8 are the exclusive requirements for parks and open space, and no other park land dedication, park fee, or park improvement requirements shall apply to the Property.

9. Street Sections. Non-standard street sections are permitted as shown on **Exhibit J**. Minimum median width may be ten feet.

10. Street Signs.

a. Street signs shall be maintained by the homeowners association or the District until the subdivision is accepted by the City or if damaged by construction activities.

b. Alternative street signs may include a non-standard color, font, and text size that varies from standard City street signs. Alternative street signs shall be reviewed and approved by city staff and must follow the Manual on Uniform Traffic Control Devices (MUTCD).

11. Miscellaneous.

a. Front entry and rear entry (alley-served) residential types are permitted.

b. The master developer and homeowners association ("HOA") are hereby granted a license to use the public right of way within the Property boundaries for the exclusive purpose of constructing, operating, repairing and maintaining the

following improvements and any improvements reasonably related thereto or necessary for the operation thereof: street and pedestrian lighting, public seating areas, landscaping and related amenities, including fountains, monuments, statues, or other public artwork, street furniture, including benches, drinking fountains, trash containers, tunnels; security cameras, bollards, temporary construction barricades, underground duct banks, pedestrian bridges and overpasses, arches, string lighting or other decorative lighting, wiring, and similar improvements. The removal of improvements for maintenance and replacement of utilities, pavement, drainage structures, and sidewalks shall be at the developer's or HOA's expense. Prior to installing any improvement within the right-of-way, the developer or HOA shall obtain the City Administrator's approval, which approval shall not be unreasonably withheld or delayed if the improvement does not unreasonably interfere with the public use of the right-of-way.

c. Development shall comply with the architectural guidelines on **Exhibit K**.

d. Trash can pads shall be provided as shown on **Exhibit L**.

e. Address plaques will be installed on each home in a design similar to that shown on **Exhibit M**.

f. Residential fencing details shall comply with **Exhibit N**.

g. Realtor and builder sign design shall conform to the specifications on **Exhibit O**.

h. Sidewalks shall comply with **Exhibit P**.

Table 1
Development Standards Table

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Garage Orientation	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)	Minimum Rear Yard Setback Building (Home)	Maximum Lot Coverage (%)	Minimum Dwelling Unit Size (SF	Special Conditions
SF-D2	Single Family Detached (executive homesites side drive: attached/detached garage)	5000	50	110	2	Side/ Alley	5	15	5	10	5	75	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D2	Single Family Detached (executive homesites front loaded)	5000	50	110	2	Front	5	20	5	10	5	75	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other

SF-D3	Single Family Detached (manor homesites)	6000	60	115	2	All	4	20	5	10	5	75	2000	Garage setback is subject to Section 4 of this Exhibit D
SF-D4	Single Family Detached (chateau homesites)	7000	70	125	2	All	3.5	25	5	10	5	75	2500	Garage setback is subject to Section 4 of this Exhibit D

Notes to Table 1:

*__Exhibit F__ includes drawings illustrating each residential type for illustrative purposes only. Homes are not required to be designed as illustrated.

**The minimum front yard building setback for all rear entry homes shall be 15 feet, or 12 feet if a front porch is provided, in which case the front porch must comply with the minimum front yard building setback.

Notes:

All rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way. All side and front entry garage doors must be a minimum of 22 feet from the edge of the right-of-way.

When the rear yard of a front entry single family residential lot is contiguous to the lot line of a developed single family residential lot located outside the PD boundaries, a minimum rear yard building setback of 25 feet shall be required.

Exception to minimum setback: Minimum side yard building setback to detached garages or accessory buildings may be reduced to three feet when a greater setback would otherwise be required.

Permitted encroachments into minimum building setbacks: porches (up to eight feet into front yard setback and corner side yard setback, provided, however, no less than a 12-foot setback from the property line shall be permitted on any lot that requires a 12-foot or larger front yard setback); fireplaces and box windows up to two feet into all setbacks; balconies, awnings, overhang eaves up to two feet into all setbacks); bay windows up to four feet into front and rear yard setbacks; stoops and stairs up to five feet into front and rear yard setbacks; suspended planter or flower boxes up to 24 inches into all setbacks; and foundation encroachments of up to six inches in all setbacks for architectural details such as brick ledges.

Swimming pools shall have a minimum five-foot setback from rear and side property lines; however, such setback only applies to the swimming pool, and not to associated decking or paving around a swimming pool.

Plats for zero lot line homes shall designate the side with the zero-foot building setback and the side with the minimum ten-foot building setback. A five-foot maintenance easement shall also be provided along the lot line adjacent to a neighboring lot's zero setback side. The maintenance easement shall include a drainage easement to allow for lot-to-lot drainage.

Table 2
Approved Plant Species List

Approved/Recommended Plant List[1]	
Common Name	**Scientific Name**
Canopy Trees	
Ash, Texas	Fraxinus texensis
Cedar Elm	Ulmus crassifolia
Cedar, Eastern Red	Juniperus virginiana
Cypress, Bald	Taxodium distichum
Elm*, Lace Bark	Ulmus parvifolia
Magnolia, Southern	Magnolia grandiflora
Maple, Bigtooth	Acer gradidentatum
Maple, Caddo	Acer saccharum
Oak, Bur	Quercus macrocarpa
Oak, Chinquapin	Quercus muhlenbergii
Oak, Escarpment Live	Quercus fusi formis
Oak, Lacey	Quercus glaucoides
Oak, Live	Quercus virginiana (Escarpment)
Oak, Post	Quercus stellata
Oak, Red	Quercus shumardi

[1] The list in Table 2 also includes cultivars of all listed plant types.

Oak, Texas Red	Quercus texana
Osage Orange	Maclura pomifers (thornless and fruitless)
Pecan (native)	Carya illinoinensis
Pistache*, Chinese	Pistacia chinenis
Soapberry, Western	Sapindus drummondii
Walnut, Black	Juglans nigra
Ornamental Trees	
Buckeye, Mexican	Ungnadia speciosa
Buckeye, Texas	Aesculus glabra var. arguta
Buckthorn, Carolina	Rhamnus caroliniana
Chaste Tree*	Vitex agnus-castus
Crabapple, Prairie	Pyrus ioensis
Crape Myrtle*	Largerstroemia indica
Eves Necklace	Sophora affinis
Goldenball Leadtree	Leucaena rietusa
Hawthorne*	Crataegus phaenopyrum
Hawthorne*	Crataegus crus-galli
Hawthorne*	Crataegus reverchonii
Holly, Possumhaw	Ilex deciduas
Indigo, False	Amorpha fruticosa var. angustipolic
Mountain Laurel, Texas	Sophora secundiflora

Persimmon, Texas	Diospyros texana
Plum, Mexican	Prunus mexicana
Redbud	Cercis canadensis
Smoketree	Cotinus obovatus
Smoketree*	Cotinus caggyria
Sumac, Prairie Flame-leaf	Rhus lanceolata
Viburnum,Rusty Blackhow	Viburnum rufidulum
Wax Myrtle	Myrica cerifera
Willow, Desert	Chilopsis linearis
Yaupon Holly	Ilex vomitoria
Brodie Juniper	Eastern Red Cedar
Arizona Cypress	Spartan Juniper
Taylor Juniper	Canaert Juniper
Shrubs	
Agarita	Berberis trifoliolata
Althea	Hibiscus syriacus
American Beautyberry	Callicarpa americana`
Aspidistra	Aspidistra eliator
Barberry, Red	Berberis thunbergii
Barberry, Texas	Berberis thunbergii
Bayberry	Myrica pensylvanica
Bird of Paradise	Caesalpinia gilliesii

Burning Bush	Euonymus alata compacta
Butterfly Bush	Buddleia sp.
Cactus, Prickly Pear	Opuntia phaeacantha
Cenizo	Leucophyllum frutescens
Chokeberry, Red	Aronia arbutifolia
Coralberry	Symphoricarpos obiculatus
Dogwood, Rough Leaf	Cornus drummondii
Elaeagnus	Elaeanus macrophylla
Forsythia	Forsythia sp.
Germander, Upright	Teucrium chamaedrys
Holly, Dazzler	Ilex cornuta 'Dazzler'
Holly, Dwarf yaupon	Ilex vomitoria
Holly, Nellie R. Stevens	Ilex x 'Nellie R. Stevens'
Honeysuckle, Bush	Lonicera fragrantissima
Hydrangea, Oakleaf	Hydrangea quercifolia
Hypericum, Upright	Hypericum patulum
Jasmine, Italian	Jasmine nudiflorum
Lantana	Lantana horrida
Mahonia, Leatherleaf	Mahonia bealeii
Mimosa, Fragrant	Mimosa borealis
Nandina, Compact	Nandina domestica compacta
Nandina, Gulfstream	N.d. 'Gulfstream'

Nandina, Standard	N. domestica
Pavonia	Pavonia lasiopetala
Photinia, Chinese	Photinia serrulata
Privet, Southern River	Ligustrum vulgare
Privet, Variegated	Ligustrum lucidum 'variegata'
Quince, Flowering	Chaenomeles japonica
Sage, Cherry	Salvia greggii
Sjpirea, Bridal Wreath	Spirea sp.
Spiraea, Anthony Waterer	Spiraea x bumalda 'goldflame'
Spiraea, Goldflame	Spiraea x bumalda 'goldflame'
Spiraea, Little Princess	Spiraea x bumalda 'Little Princess'
Spiraea, Shirobana	Spiraea japonica 'Shirobana'
Sumac, Aromatic	Rhus aromatica
Sumac, Evergreen	Rhus virens
Sumac, Smooth	Rhus glabra
Turk's Cap	Malvaviscus drummondii
Viburnum, Cranberry Bush	Viburnum opulus
Viburnum, Small Leaf	Viburnum obavatum
Viburnum, Snowball	Viburnum opulus
Virginia Sweetspire	Itea virginica
Wax Myrtle, Dwarf	Myrica pusilla
Yucca, Red	Hespenaloe parviflora

Eagleston Holly	Texas Sage
Abelia	Agave varieties
Seagreen juniper	Juniper varieties
Hawthorne	
Ornamental Grasses	
Maiden Grass	Feather Reed Grass
Zebra Grass	Bluestem
Pampass Grass	Liriope
Gulf Muhly	Berkley Sedge
Blue Gramma Grass	Giant Bermuda
Weeping Love Grass	Inland Sea Oats
Vines	
Carolina Jessamine	Asian Jasmine
Butterfly Vine	Purple Wintercreeper
Crosse Vine	Purple Heart Wander Jew
Sweet Autumn Clematis	

An " * " indicates an approved street tree

Exhibit E
Special Regulations

1. If a plat complies with the Concept Plan for the Property or the applicable zoning regulations for the In-City Property, it shall be deemed to comply with all of the City's plans, including, but not limited to, the City's master plan (also known as the comprehensive plan) and major street plan (also known as the master thoroughfare plan). This Agreement shall control in the event of a conflict with the City's master plan or master thoroughfare plan.

2. The term preliminary plan means a preliminary plat.

3. No plat shall be required for a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

4. A preliminary plat may include all or any portion of the Property or the In-City Property.

5. A final plat may include all or any portion of an approved preliminary plat. A final plat may include minor changes to an approved preliminary plat.

6. An approved preliminary plat shall not expire if an application for a final plat for all or a portion of the land shown on the approved preliminary plat is submitted to the City within two years.

7. All water, wastewater, roadway, and drainage Public Infrastructure will be dedicated to, owned by, and maintained by the District unless the retail provider opts to own and maintain the water or wastewater Public Infrastructure, at its sole option. Parks and open space will be owned and maintained by the property owner, the District, or a homeowners association consistent with the Development Regulations. The owner's dedication language on each plat will be customized to reflect ownership and maintained as described in this paragraph.

8. The City will not be required to own or maintain any Public Infrastructure; therefore, maintenance bonds shall not be required to be provided to the City.

9. Final plat approval shall expire two years after the date of approval unless the final plat has been filed of record by the end of such two-year period. The City Council may grant a request for an extension of up to one additional year.

10. A final plat shall not be filed of record until the subdivision has been constructed and accepted by the City unless the subdivider provides the City with adequate security for completion of all final plat improvements in the form of an escrow, a letter of credit, or a bond in the amount of the estimated cost to complete all final plat improvements. A building permit may be issued prior to plat recordation provided the water and roadway improvements necessary to provide fire protection to the building are complete prior to building permit issuance.

11. In the event of a conflict with the Subdivision Regulations, the development processes and fee provisions set forth in Article III and Article IV of this Agreement shall control.

12. Thoroughfares and Traffic Impact Study.

a. The only thoroughfare improvements required for the development of the Property are the on-site thoroughfare improvements shown on the Concept Plan, which consist of the on-site portions of Pullen Road and Trilogy Boulevard, which shall be constructed according to the street sections on **Exhibit J** and shall be constructed in phases as portions of the Property adjacent to, or including, the roadways are final platted. Nothing herein shall prohibit the Owner from constructing either thoroughfare in a single phase earlier than required by this paragraph.

b. A traffic impact study shall be submitted with the application for the first preliminary plat for all or any portion of the Property, and the scope of such study shall be limited to studying traffic impacts from the development of the Property on adjacent portions of roads along the perimeter of the Property. No other traffic impact study, traffic impact analysis, or other traffic related studies or analyses shall be required in connection with the development of the Property or the In-City Property.

c. No off-site roadway improvements are required with the exception of any adjacent perimeter roadway improvements that are recommended by the traffic impact study.

13. Roadways shall be designed in accordance with the Concept Plan and the street sections contained in this Agreement.

14. Turnarounds shall have a minimum right-of-way radius of 50 feet and a pavement radius of 40.5 feet.

15. The maximum length of a dead-end street with a permanent turnaround or a cul-de-sac with a permanent turnaround shall be 1,200 feet.

16. Sections 10.02.006(b), (c), (d), and (e) of the Subdivision Regulations [Lots, Building Lines, Alleys, and Easements] shall not apply.

17. Section 10.02.008 of the Subdivision Regulations [Landscape Buffers] shall not apply and the exclusive landscaping requirements shall be those set forth in the Development Regulations in the case of the Property and those set forth in the applicable zoning regulations in the case of the In-City Property. A homeowners association shall be created to perpetually maintain all landscaped areas located with parkways, medians, open space, and other common areas.

18. Section 10.02.0010 of the Subdivision Regulations [Drainage Requirements] shall be modified to delete subsection (c)(5) and revise subsection (c)(6) to read in its entirety as follows: In areas where downstream pipes or channels are inadequate to handle proposed increased flows, the city as one alternative may accept cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or

upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.

19. Detention is permitted.

20. Floodplain reclamation is permitted.

21. Section 10.02.010 of the Subdivision Regulations is amended in its entirety to read as follows in italics:

Sec. 10.02.010 Drainage requirements

(a) General policy.

(1) The commission shall not recommend for approval any plat, development plan, or subdivision which does not make adequate provision for stormwater or floodwater runoff channels or basins and the city council may not approve such plats, development plans, or subdivisions without such provisions. Drainage provisions shall ensure the health and safety of the public and property in times of flood and such drainage facilities shall not cause excessive increases in flood heights or velocities, particularly to adjacent and downstream properties. When calculations indicate that curb capacities are exceeded at a point, ~~no further allowance shall be made for flow beyond that point~~,storm drains shall be designed to intercept a portion of the stormwater, and basins shall be used to intercept flow at that point.

~~*(2) The owner/subdivider or applicant may be required by the planning and zoning commission or city council as a condition of preliminary plan and/or final plat approval to carry away by pipe or open ditch any spring or surface water that exists either previous to, or as a result of, the subdivision. Such drainage facilities shall be located in the road right of way where feasible, or in perpetual unobstructed easements of appropriate width, and shall be constructed in accordance with the construction standards and specifications of the town.*~~

(b) General design standards. For all subdivisions consisting of more than ten lots, the following requirements must be demonstrated as a condition for the approval of any preliminary plan or final plat, and must be shown on the face of the plan or plat or by separate document filed contemporaneously with the application for approval of the plan or plat:

~~*(1) Coordination with any comprehensive master drainage plan adopted by the city council is required and shall be demonstrated in the preliminary plan and/or final plat.*~~

(2) The complete drainage system is composed of:

(A) The initial system, consisting of inlets, storm drains, and the associated appurtenances to convey the initial storm runoff (ten-year); and

(B) The major system of the major runoff (~~100~~-50-year), which consists of swales, creeks, channels, floodways and emergency overflows to prevent water encroachment into residential and commercial facilities.

~~(3) Channels are to be concrete-lined at least to the ten-year frequency channel flow level with additional height to carry the 25 year flow. 100-year flow is to be contained within the building lines of the channel. Unlined channels will be considered and may be approved for quantities of floodwater larger than the equivalent flow of a 72-inch pipe.~~

(4) Utilization of retention ponds and dispersion areas and preservation of major floodplains, etc., shall be strongly encouraged and may be required if a proposed drainage improvement is found to create actual or potential upstream, adjacent or downstream property damage due to the creation of excessive flood velocities or heights.

~~(5) The city's major drainage floodplains that are still functioning in a natural or semi-natural state will require special drainage and other preservation considerations. To implement this policy of the natural 100 year floodplain for flooding areas draining one square mile or more, it may be recommended that these areas be zoned for planned development when zoning requests are made so that channel improvements and preservation efforts will be coordinated and defined on the site plan before detailed plans are submitted.~~

(6) Criteria for pipes.

(A) Minimum velocity with the pipe flowing full shall be ~~three~~ two feet per second.

(B) The minimum storm drainpipe diameter shall be ~~15~~ 18 inches.

(C) Pipe diameters shall not normally decrease downstream.

(D) Pipe crowns at change in sizes should be set at the same elevation.

(7) Vertical curves in the conduit will not be permitted~~, and horizontal curves will be permitted only with the approval of the town engineer~~.

(8) Inverted crown sections will be permitted only in alleys.

(9) At streets with culverts or bridges, an emergency overflow shall be provided to contain the ~~100~~50-year channel flow ~~within~~ outside the building lines.

(10) Detention ponds may be used to control the increase in runoff between the development and undeveloped areas ~~if approved by the city council~~.

(c) Off-site drainage.

(1) The owner or developer of property to be developed shall be responsible for all storm drainage flowing on his property. This responsibility includes the drainage directed to that property by ultimate development as well as drainage naturally flowing through the property by reason of topography.

(2) Adequate consideration shall be given by the owner in the development of property to determine how the discharge leaving the proposed development will affect adjacent and downstream property.

(3) On lots or tracts of three acres or more where stormwater runoff has been collected or concentrated, ~~it shall not be permitted to drain onto adjacent property except in existing creeks, channels or storm sewers unless proper drainage easements or notarized letters of permission from the affected property owners are provided. If necessary easements or letters of permission cannot be obtained, the city engineer will review the downstream damage potential and make recommendations to the commission and city council~~ it shall not be permitted to be discharged except in a manner consistent with sound engineering practices.

(4) ~~The owner/subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including any necessary off-site channels or storm sewers and acquisition of the required easements~~ The developer or subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including necessary off-site channels or storm sewers and acquisition of the required easements, unless the off-site drainage improvements are part of a regional drainage improvement area in which case the developer or subdivider shall pay its proportionate share (based on capacity) of such regional improvements.

(5) ~~Where it is anticipated that additional runoff incidental to the development of the subdivision will overload an existing downstream drainage facility, whether natural or manmade, the commission or city council may withhold approval of the subdivision, and the city may refuse to issue building, construction or development permits, until improvements including storm sewer systems, channel grading, driveway adjustments, culvert improvements, etc., are made.~~

(6) In areas where downstream pipes or channels are ~~adequate~~ inadequate to handle proposed increased flows, the city as one alternative may consider accepting cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.

(d) Drainage easements.

(1) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual unobstructed easements for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.

(2) When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat or other instrument as approved by the city. In the case of clear public interest, the city may participate in easement acquisition by power of condemnation.

(3) The owner/subdivider shall dedicate an appropriate drainage easement either in fee or by drainage easement or by conservation easement of land on both sides of existing watercourses to a distance to be determined by the planning and zoning commission or city council.

22. Section 10.02.009 of the Subdivision Regulations is amended in its entirety to read as follows in italics: ~~*No permanent structures shall be built within any floodplain at an elevation below the 100-year flood line. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on-site septic systems shall be built, located or situated in areas designated as a floodplain.*~~ *All floodplain areas designated as a Zone A on FEMA's most current flood insurance rate maps may be removed from the Property or redefined through the process of a conditional letter of map revision ("CLOMR") or a letter of map revision ("LOMR"). Non-residential permanent structures, amenities, trails, sports fields and park improvements may be placed within floodplain areas without requiring either a CLOMR or a LOMR. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on-site septic systems shall be built, located or situated in areas designated as a floodplain.*

23. Park restrooms shall be connected to a sanitary sewer system.

24. Section 10.02.012 of the Subdivision Regulations [Reservations] shall not apply.

25. Building setback lines are not required to be shown on a plat.

26. Oversizing of Public Infrastructure to serve land outside of the boundaries of the Property shall not be required. Section 3 of Appendix 1 of the Subdivision Regulations [Street Improvements and Oversizing] shall not apply unless oversizing is funded by the City or a third party.

27. Section 4 of Appendix 1 of the Subdivision Regulations [Off-Site Access Roadways] shall not apply.

28. Section 5 of Appendix 1 of the Subdivision Regulations [Street Lighting] shall not apply.

29. For a residential street, the minimum radii requirements at the centerline of streets is 50 feet, and the maximum design speed is 25 miles per hour.

30. Section 9 of Appendix 1 of the Subdivision Regulations [Drainage and Storm Sewers] controls over any conflicting provisions in the Subdivision Regulations.

31. Section 10, item 4 of Appendix 1 of the Subdivision Regulations is amended to allow fittings to be ductile iron.

32. In the event of a conflict between the requirements of any retail provider of water or wastewater service and the Subdivision Regulations, the retail provider's requirements for Public Infrastructure shall control. Section 13.01.001 of the Subdivision Regulations [Water Treatment Plant Must Be Approved by Water District] shall not apply.

33. Section 10.03.007 of the Subdivision Regulations [Street Arrangement] is amended in its entirety to read as follows: "(a) All streets shall be laid out so that they intersect at right angles with a maximum tolerance of plus or minus ~~five~~ 15 percent. (b) Cul-de-sacs shall not be longer than ~~2,000~~ 1,200 feet from the nearest intersecting street~~, and shall provide a turnaround having an outside roadway diameter of at least 80 feet in areas zoned SF2 and SF3. Cul-de-sacs shall not be longer than 3,000 feet in areas zoned SF1~~."

34. A six-inch thickness of concrete pavement on a compacted subbase shall be required for street paving. The concrete must have a 28-day compressive strength of 3,600 pounds per square inch (ppsi). All steel reinforcing shall be deformed No. 3 bars on 18-inch centers both ways. Pavement section shall be designed to support a minimum of a 75,000 pound fire apparatus.

35. In the event of a conflict between the Subdivision Regulations and Chapter 212, Texas Local Government Code, as amended, the latter shall control.

36. The park, open space, amenity center, and trail requirements in **Exhibit D** of this Agreement fully satisfy all open space, parkland dedication, and park improvement requirements for the In-City Property and the Property, and no separate open space, parkland dedication, or park improvement ordinances or other regulations outside of this Agreement shall apply to the Property or the In-City Property.

Exhibit F
Product Type Illustrations

HOUSING TYPE ELEMENTS

Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 110' min.
Maximum Numbers of Stories: 2
Garage Orientation: Side
Maximum Density: 5 du/ac.
Min. Front Yard Setback: 15'
Minimum Interior Side Yard Setback: 5'
(except for zero Lot line Types where 10' min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 1,750 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

View and Plan: Side Drive Home with Attached Garage

ALLOWED ENCROACHMENT INTO SETBACK

- Porches (up to 8' in a front setback and corner side yard setback)
- Fireplace and Box windows (up to 2' into all setbacks)
- Balconies, Awnings, Overhang Eaves (up to 2' into all setback)
- Bay windows (up to 4' into front and rear setbacks;
-Stoops and Stairs (up to 5' into front and rear setbacks)
-Suspended planter/flower boxes up to 24" into all setback
- Foundation encroachments of 4"-6" are allowed for architectural details such as brick ledges

View and Plan: Side Drive Executive Home with Detached Garage

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

EXECUTIVE HOMESITES - ALLEY LOADED: ATTACHED AND DETACHED GARAGE

SF-D2 DETACHED RESIDENTIAL

Executive Homes are the most currently used traditional lot types, these allow a moderate size backyard.

HOUSING TYPE ELEMENTS

Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 110' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley
Maximum Density: 5 du/ac.
Min./Max. Front Yard Setback: 15'
Maximum Interior Side Yard Setback: 5'
(except for Zero lot line Types where 10 min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 1,750 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory buildings maybe reduced to 5' when greater setback would be otherwise required.

View and Plan: Alley Loaded Executive Home with Attached Garage

View and Plan: Alley Loaded Executive Home with Detached Garage

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

EXECUTIVE HOMESITES - FRONT LOADED

HOUSING TYPE ELEMENTS

Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 110' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front
Maximum Density: 5 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
(except for zero Lot line Types where 10' min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 1,750 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

View: Front Load Executive Home

Plan: Front Load Executive Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

MANOR HOMESITES - SIDE DRIVE: ATTACHED AND DETACHED GARAGE

SF-D3 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60'Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

View and Plan: Side Drive Manor Home with Detached Garage

View and Plan: Side Drive Manor Home with Attached Garage

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

HOUSING TYPE ELEMENTS

Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60' Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Traditional Type Manor Home

View: Traditional Type Manor Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

HOUSING TYPE ELEMENTS

Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60'Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Alley Load Manor Home

View: Alley Load Manor Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

MANOR HOMESITE - FRONT LOADED

HOUSING TYPE ELEMENTS

Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60'Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building mayb reduced to 5' when greater setback would be otherwise required.

Plan: Front Load Manor Home

View: Front Load Manor Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

CHATEAU HOMESITE - FRONT LOADED

SF-D4 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Front Load Chateau Home

View: Front Load Chateau Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

CHATEAU HOMESITES - SIDE DRIVE: TRADITIONAL TYPE - SIDE ENTRY

SF-D4 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Traditional Type Chateau Home

View: Traditional Type Chateau Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

CHATEAU HOMESITES - SIDE DRIVE: ATTACHED AND DETACHED GARAGE

SF-D4 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

View and Plan: Side Drive Chateau Home with Detached Garage

View and Plan: Side Drive Chateau Home with Attached Garage

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

EXCEPTIONS TO MINIMUM SETBACK:

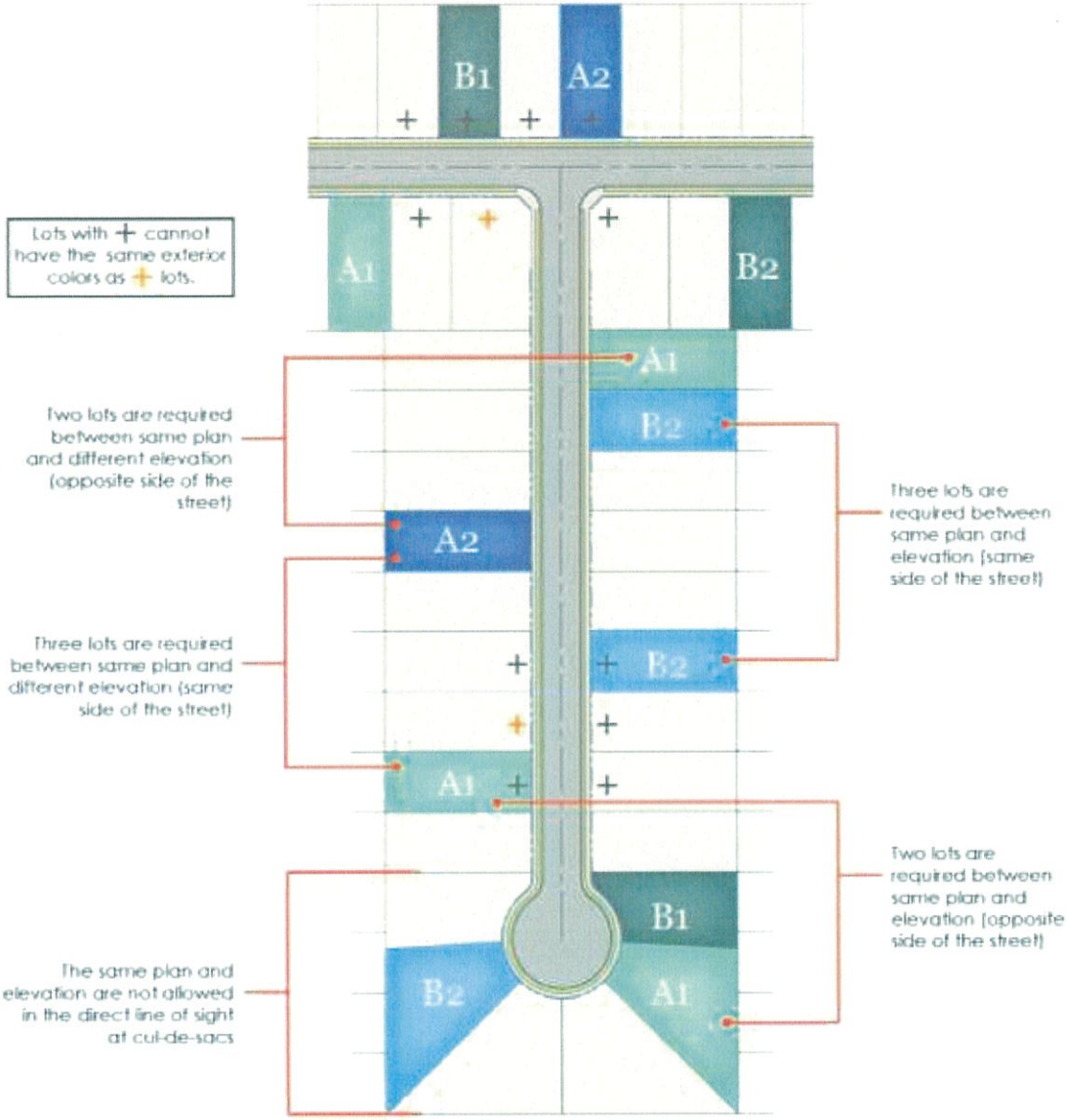
Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Alley Load Chateau Home

View: Alley Load Chateau Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

Exhibit G
Repetition Restrictions



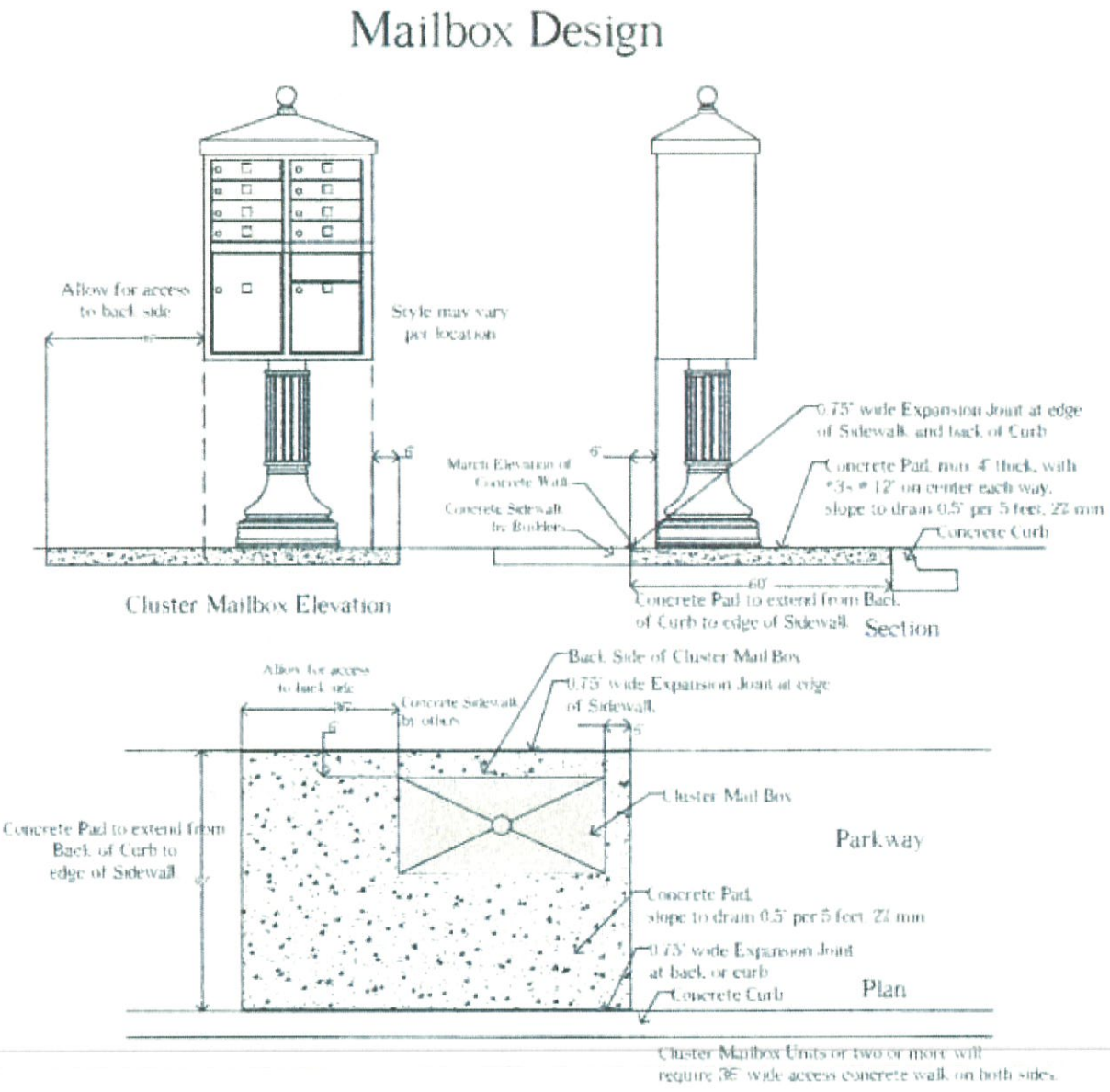
Repetition Guidelines are as follows:

Same side of street -
- Same plan, same elevation must have 3 lots in between.
- Same plan, different elevation must have 3 lot in between

Opposite side of the street -
- Same plan, same elevation must have 2 complete lots in between.
- Same plan, different elevation must have 2 complete lot in between.

Exterior colors
- Exterior colors may not be the same side by side, or in direct line of sight, regardless of plan or elevation. Direct line of sight refers to the 3 lots directly across the street.

Exhibit H
Mailbox Design



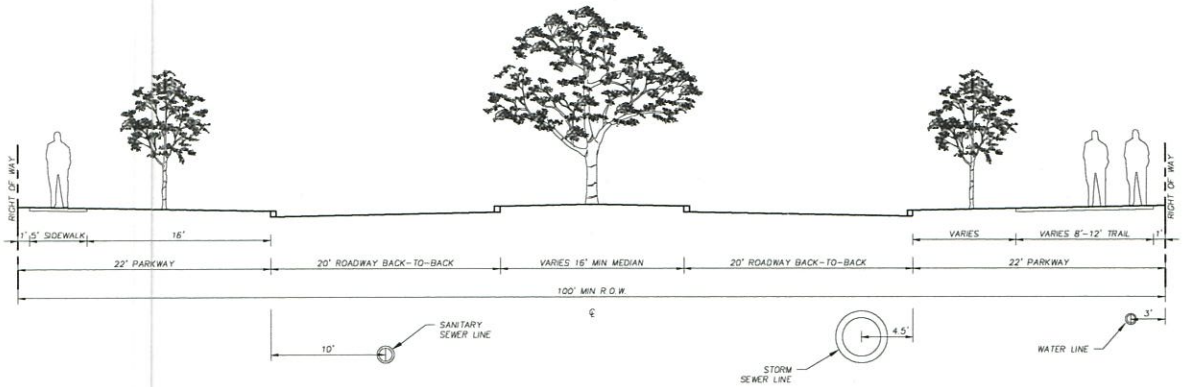
Manufactuer:
Brandon Industries
1601 Wilmeth Road
McKinney, Texas 75069
214-542-3000

Color: Black
Style: Cluster Box Units (CBU)
Type: Depending on location and number of Tenants and Parcels
Top Style; Sloped with ball cap
Base: Decorative
Include: Required Anchor Bolts

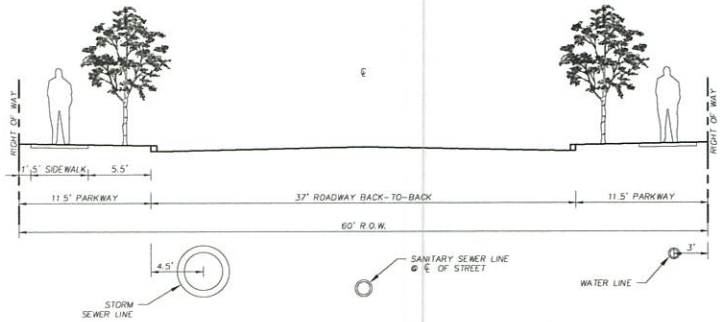
Exhibit I
Parks, Open Space, and Trail Plan

MCLENDON RD.
CITY OF MCLENDON- CHISHOLM ETJ
MCLENDON- CHISHOLM ETJ
CITY OF MCLENDON- CHISHOLM ETJ
MCLENDON- CHISHOLM
AMENITY CENTER
PULLEN RD.
CITY OF HEATH
MCLENDON- CHISHOLM ETJ
JEFF BOYD RD.
KEY
12' PEDESTRIAN TRAIL
10' PEDESTRIAN TRAIL
8' PEDESTRIAN TRAIL
6' PEDESTRIAN TRAIL
ACTIVE PARK
CITY PARK
PROJECT BOUNDARY
NOTE: Improvements shown in McLendon-Chisholm's City Limits and Heath's City Limits are only shown to illustrate potential connectivity to adjacent properties. Proposed parks, trails and open spaces are conceptual.
PLAN VIEW
SCALE: 1"=400'
0 200' 400' 800'

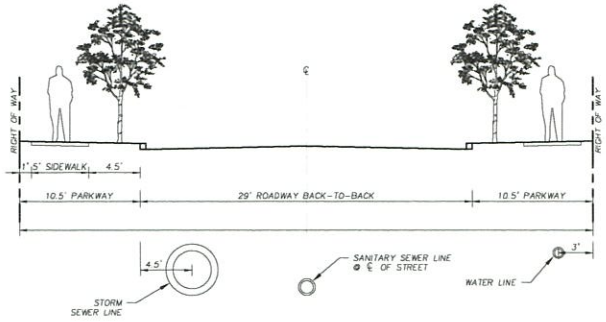
Exhibit J
Street Sections



100' MIN R.O.W. – TRILOGY BOULEVARD



60' R.O.W. – PULLEN ROAD



50' R.O.W. RESIDENTIAL

ENGINEER
TEAGUE NALL AND PERKINS, INC
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9687 ph 214.461.9864 fx
www.tnpinc.com
TBPELS ENGR # 22C SURV 100188 | 10119501, 10194301
GBPE REGISTRATION: TEXAS, BW 2023

Exhibit K
Architectural Guidelines

1. Design Standards.

   a. Applicability of Other Design Standards. The design standards in this section are the exclusive design standards applicable to the Property, and apply only to principal buildings. An accessory building shall be designed consistent with the building materials used for the principal building on the same lot, but shall not otherwise be regulated by the design standards in this section.

   b. Approved Building Materials. In the context of approved building materials, a facade does not include doors, fascia, windows, chimneys, dormers, window box-outs, bay windows, soffits, eaves, and outdoor fireplaces. Multiple buildings on the same lot will each be deemed to have separate facades.

      i. A minimum of 90 percent of each exterior building facade shall consist of one or more of the following building materials (subject to further restrictions in facade area set forth below for cementitious fiber board and EIFS):

         1. Stone, brick or tile laid up unit by unit and set in mortar;

         2. Stucco (exterior Portland cement plaster with three coats over metal lath or wire fabric lath or other methods approved by the City Administrator as equal or better quality in durability);

         3. Natural stone, cultured stone, or cast stone;

         4. Architecturally finished block (i.e. burnished block or split faced concrete laid up unit by unit and set in mortar), which shall be limited to the amenity center and other non-residential buildings;

         5. Cementitious fiber board. Cementitious fiber board is permitted subject to the following conditions: the style and color of a building using this product must be approved as part of a site plan, no more than 20 percent of the residential buildings in the Property may have a facade that is predominantly composed of this product unless the style of the home dictates more such as a Cape Cod, Craftsman or Victorian style home.

         6. Exterior Insulation and Finish System (EIFS), which shall be limited to the amenity center and other non-residential buildings. EIFS may be used only on that portion of a façade that is four feet or higher above grade. A maximum of 50 percent of all sides of a building visible from the street and not ultimately screened by another building or other device may consist of EIFS;

7. LEED-certified materials;

8. Glass; or

9. An alternative material approved by the City Administrator based on a finding that it is of a quality equal to or better than the materials listed above in durability.

ii. A maximum of ten percent of a facade may include accent materials not listed above, except that aluminum siding, vinyl siding, unfinished concrete block, reflective glass, and galvanized steel are prohibited. The use of reflective glass and galvanized steel may be approved by the City Administrator for use on an amenity center or on other non-residential structures in unique circumstances in order to comply with green building techniques.

iii. The following requirement shall apply to a minimum of 50 percent of all single family residences at the time of full build out of the Property: A m minimum of 25 percent of each exterior building façade shall consist of natural, cultured, or cast stone.

iv. The building material requirements in this section shall not apply to buildings in open space areas, including, but not limited to, an amenity center.

c. Roofing Design and Materials.

i. Roofing materials for sloped roofs shall be selected from the following list:

1. Asphalt shingles;

2. Industry approved synthetic shingles;

3. Standing seam metal roofs;

4. Tile roofs;

5. Slate roofs;

6. LEED-certified roofing materials; or

7. An alternative material approved by the City Administrator based on a finding that it is of a quality equal to or better than the materials listed above in durability.

ii. Amenity centers and other non-residential buildings may have flat roofs or pitched roofs. All pitched roofs of non-residential buildings shall have a

minimum pitch of 4:12. Roofs covering porches and other architectural elements are excluded from this requirement. The City Administrator may approve a roof that does not meet these requirements based on a finding that a different roof pitch is appropriate for the proposed architectural style.

iii. All pitched roofs of residential buildings shall have a minimum pitch of 6:12. Roofs covering porches, bay windows, box windows and other architectural elements are excluded from this requirement. The City Administrator may approve a roof that does not meet these requirements based on a finding that a different roof pitch is appropriate for the proposed architectural style.

iv. Flat roofs require parapet screening that adheres to vertical articulation requirements for the facade.

v. Parapets shall require cornice detailing.

vi. Each single-family detached home will have a 30-year dimensional shingle, tile, composite or metal seam roof.

d. Design Features for Certain Residential Buildings. A minimum of four of the following design features are required on the exterior of each single family detached residential structure:

i. Dormers;

ii. Cupolas;

iii. Gables;

iv. Recessed entries (minimum three feet);

v. Balconies;

vi. Covered front porches (minimum 70 square feet in area and seven feet in depth);

vii. Courtyards;

viii. Box windows or bay windows;

ix. Architectural pillars or posts;

x. Exterior chimneys;

xi. Varied roof heights;

xii. Archways;

xiii. Porte cocheres;

xiv. Porticos;

xv. Shutters (functional or decorative);

xvi. Fireplaces with chimneys;

xvii. Minimum eight-foot tall front doors; or

xviii. Articulated cornice lines.

e. Design Features for Non-Residential Buildings. Non-residential buildings shall comply with the following requirements:

i. Cladding materials used on a facade shall extend a minimum of 20 feet around building corners onto adjacent facades, other than facades abutting an alley.

ii. All buildings must include at least four of the following design features, and buildings that are greater than 20,000 square feet in floor area must include at least six of the following design features:

A. Canopies, archways, covered walkways, or porticos;

B. Awnings;

C. Arcades;

D. Courtyards;

E. Cupolas;

F. Balconies;

G. Tower elements;

H. Recesses, projections; columns; pilasters projecting from the planes; offsets; reveals; or projecting ribs used to express architectural or structural bays;

I. Varied roof heights for pitched, peaked, sloped, or flat roof styles;

J. Articulated cornice line;

K. Arches;

L. Display windows, faux windows, or decorative glass windows;

M. Architectural details, such as tile work and molding, or accent materials integrated into the building facade;

N. Integrated planters or wing walls that incorporate landscaping and sitting areas or outdoor patios;

O. Integrated water features; or

P. Other similar architectural features approved by the City Administrator.

f. Entries.

i. All non-residential buildings shall comply with the following requirements:

1. All ground floor entrances shall be covered or inset.

2. Building entrances shall be articulated with architectural elements such as columns, porticos, porches, and overhangs.

ii. All non-residential buildings over 20,000 square feet in floor area shall incorporate elements such as arcades, roofs, alcoves, porticos, and awnings that protect pedestrians from sun and weather for a minimum of 50 percent of the length of the building frontage along a street.

g. Building Articulation. All non-residential building facades adjacent to and facing a street or open space shall include changes in relief such as columns, cornices, bases, fenestration, and fluted masonry at least every 50 feet along a building facade. This provision shall not apply to buildings in open space areas, including, but not limited to, an amenity center.

h. Transparency.

i. Residential Uses. At least 25 percent of each front residential facade facing the street shall contain windows or doorways. If a lot is located on a corner, only one street-facing facade is required to meet this requirement, which shall be the street that the front facade of the home faces.

ii. Non-Residential Uses. At least 50 percent of each front non-residential facade facing the street shall contain windows or doorways. If a lot is located on a corner, both street-facing facades are required to meet this requirement. This provision shall not apply to buildings in open space areas, including, but not limited to, an amenity center.

Note: For purposes of this exhibit, an amenity center is considered a non-residential building.

Exhibit L
Trash Can Pads

Exhibit L – Page 2

Exhibit M
Address Plaques

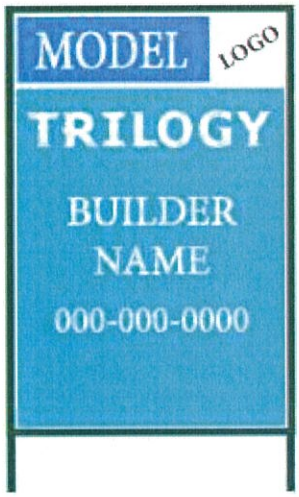
Exhibit N
Fence Design for Single Family Detached

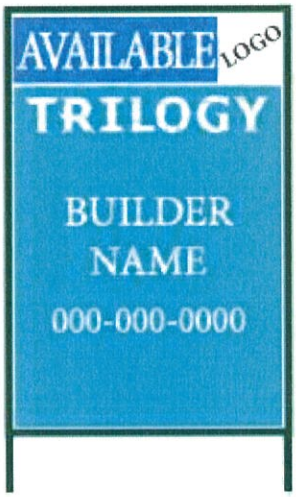
WOOD, VINYL OR OTHER
PERMITTED FENCING MATERIALS
STONE COLUMN
STREET
5' PARKWAY
5' SIDEWALK
PROPERTY LINE
3'-10" OFFSET
PROPERTY LINE
STREET
20' ALLEY
STREET
5' PARKWAY
5' SIDEWALK
PROPERTY LINE
AIR CONDITIONERS
FENCE SETBACK LINE
AIR CONDITIONERS
3'-10" OFFSET

STREET
5' PARKWAY
5' SIDEWALK
PROPERTY LINE
PROPERTY LINE
STONE COLUMN
1.5'
1.5'
NO AIR CONDITIONERS
PROPERTY LINE
STREET
VINYL FENCE
AIR CONDITIONERS
3'-10" OFFSET
AIR CONDITIONERS
AIR CONDITIONERS
3'-10" OFFSET
VINYL, WOOD, OR OTHER
PERMITTED FENCING
MATERIALS

Exhibit O
Realtor and Builder Sign Specifications

TRILOGY





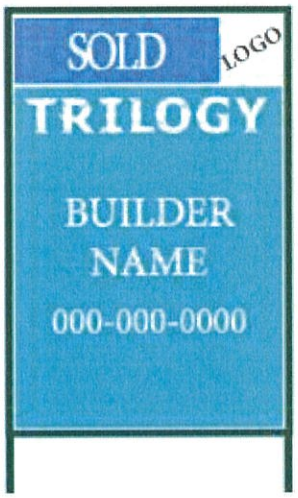


Exhibit P
Sidewalks

Exhibit Q
Shrub Planting Locations

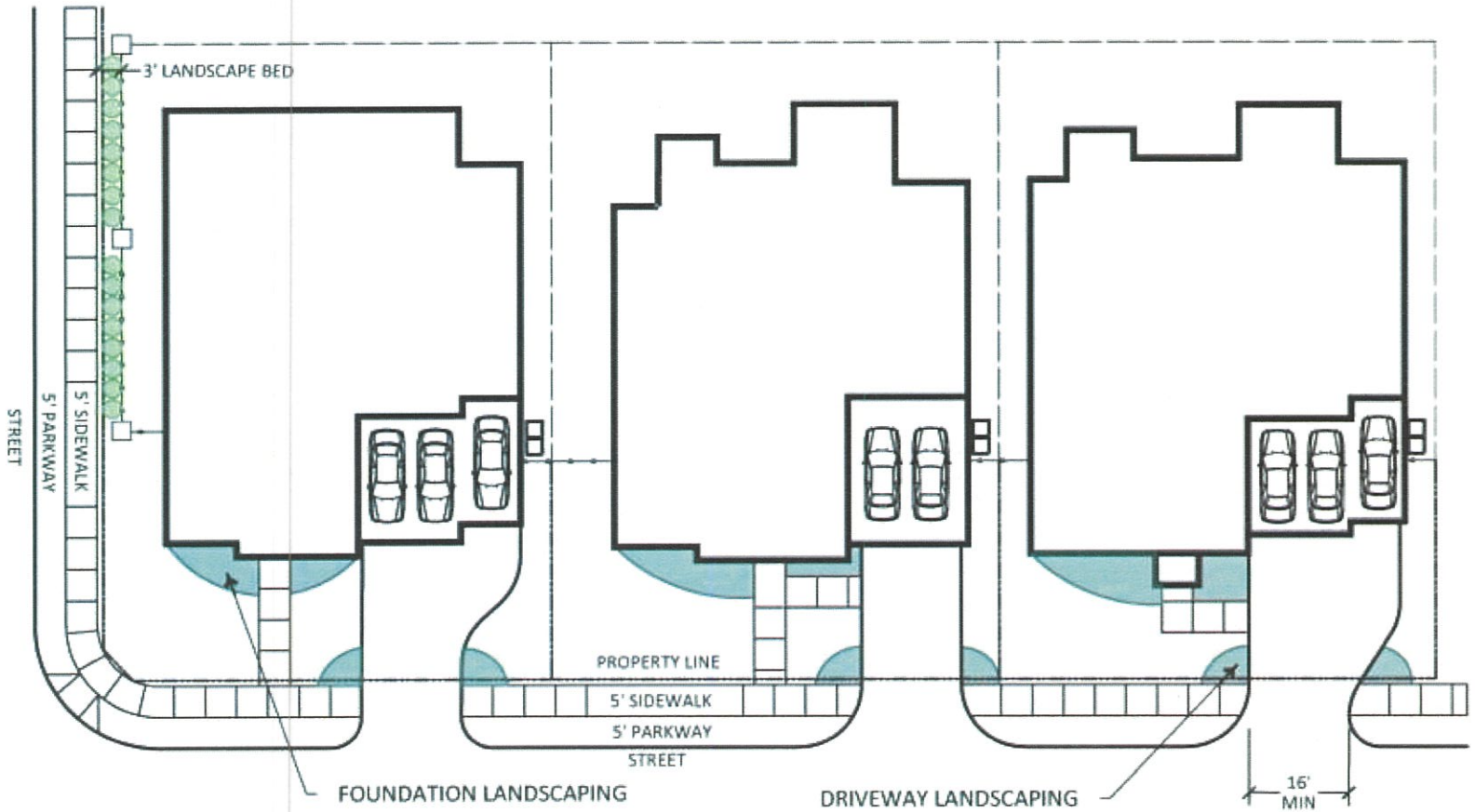


Exhibit R
District Notice

AFTER RECORDING, RETURN TO:

NOTICE TO PURCHASER

(Pursuant to Texas Water Code §49.452)

The real property, described below, that you are about to purchase is located in Rockwall County Municipal Utility District No. 10. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. [As of this date, the District has not yet levied taxes on real property located within the District. However, the most recent projected rate of tax, as of this date, is $0.___ on each $100 of assessed valuation.] [As of this date, the rate of taxes levied by the district on real property located in the district is $0.____ on each $100 of assessed valuation.] The total amount of bonds, excluding refunding bonds in any bonds or any portion of bonds issued thereof payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is $_____, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is $_____.

The District is located within the corporate boundaries of the City of McClendon-Chisholm (the "City"). The taxpayers of the District are subject to the taxes imposed by the City and by the District until the District is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services [and road facilities] within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property, and these facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows:

THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

Date:_____

_____

Name:_____

Name: _____
Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date:

_____
Name: _____

Name: _____
Signature of Purchaser

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

EXHIBIT "A"

Lot __, Block __, of _____, an Addition to the ___ of _____, _____ County, Texas as recorded in Volume __, Page __, _____ Records, ____ County, Texas.

Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
11/10/2021 02:05:38 PM
$418.00
20210000030761

20260000001728 ORDINANCE Total Pgs: 3

ORDINANCE NO. 2025-35

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, VACATING AND ABANDONING A PORTION OF PULLEN ROAD, AS DETAILED IN THE ATTACHED EXHIBIT "A" INCORPORATED HEREIN FOR ALL PURPOSES AND IN THE CITY OF MCLENDON-CHISHOLM, TEXAS; DECLARING THAT SUCH PROPERTY IS UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE MAYOR OR CITY MANAGER OF THE CITY OF MCLENDON-CHISHOLM, TEXAS TO EXECUTE A QUITCLAIM DEED RELEASING PUBLIC OWNERSHIP, INTEREST AND CONTROL OF SAID PORTIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas is a home rule municipality located in Rockwall County and Kaufman County, Texas and is authorized under Section 311.007 of the Texas Transportation Code to abandon, vacate or otherwise close a street; and

WHEREAS, the City Council of McLendon-Chisholm has determined, after careful study and consideration, such abandonment will be of great benefit to the citizens of the City of McLendon-Chisholm; and

WHEREAS, a depiction of the areas to be abandoned and vacated are attached and more particularly described, in Exhibit "A" and are incorporated herein for all purposes; and

WHEREAS, in order to remove any question as to the interest of ownership of the public in said portions of the street, the City desires to execute the appropriate quitclaim deeds releasing all title, ownership and control in said street to the abutting property owners.

NOW, BE IT THERFORE ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1. The following streets are vacated and abandoned as public property:

The property more particularly described in the attached Exhibit "A", and which is wholly incorporated by reference as if fully recited.

The streets so vacated and abandoned shall revert in fee simple to the owner(s) of the abutting properties.

SECTION 2. The Mayor or City Manager of the City of McLendon-Chisholm, Texas is hereby authorized to execute a quitclaim deed to each abutting property owner releasing all claims to title, ownership or control of the streets on behalf of the City of McLendon-Chisholm, Texas. A copy of the applicable quitclaim deed may be presented for filing with the County Clerk of Rockwall or Kaufman County, Texas (where appropriate) by the Grantee.

SECTION 3. That all ordinances of the City of in conflict with the provisions of this ordinance be, and the same are hereby, repealed.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance or the Code of Ordinances, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. That this ordinance shall take effect immediately from and after its passage, and the publication of the caption, as the law and charter in such cases provide.

SECTION 6. That the Recitals contained in this ordinance are fully incorporated herein as if fully written and found to be true and correct.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, on this the 12th day of Dec 2025.

CITY OF McLENDON-CHISHOLM CORPORATE SEAL TEXAS

APPROVED:

Bryan McNeal, Mayor

ATTEST:

Angela Jennings, City Secretary

THE STATE OF TEXAS

COUNTY OF ROCKWALL

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Rockwall County, Texas.

20260000001728 ORDINANCE
02/02/2026 02:07:21 PM Total Fees: $33.00

Jennifer Fogg, County Clerk
Rockwall County, TX

City of McLendon-Chisholm

Staff Report

Date: March 10, 2026

Applicant: Matt Atkins, TNP

Owner: MC Trilogy Texas, LLC, RLS (HORIZON) LLC.

Agenda Item: Discuss and consider approval of a Final Plat for the Horizon Lakes subject property, "Infrastructure Phase 2," being 37.211 acres of land within the Horizon Lakes master-planned community.

Background:

The applicant has submitted the Phase 2 infrastructure installation final plat for the Horizon Lakes development, dedicating all required easements. The applicant has provided documentation for the Pullen Road Abandonment for reference to the instrument note on the plat sheets as shown. The final plat designates thirty-five (35) residential lots and six (6) common area lots. The plat conforms to the approved preliminary plat and the Development Agreement.

Planning and Zoning Recommendation: Approved (7-0)

Staff Recommendation: Staff recommends approval of the preliminary

Attachments:

- Final Plat Applications
- Final Plat Horizon Lakes Infrastructure Phase Two
- Pullen Road Abandonment Exhibit
- Ordinance 2025-0035

Zoning:

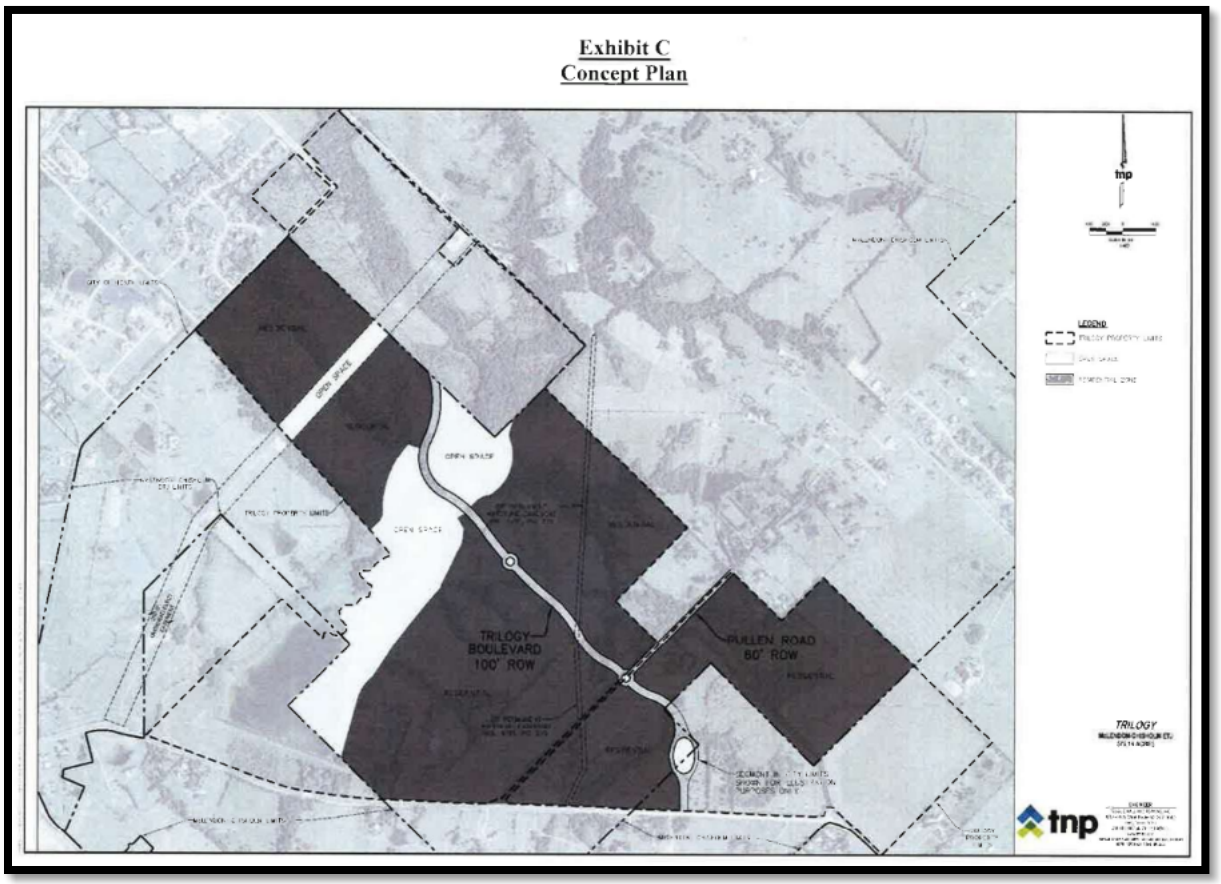


Exhibit C
Concept Plan
TRILOGY BOULEVARD 100' ROW
PULLEN ROAD 80' ROW
OPEN SPACE
tnp

MCLENDON-CHISHOLM PLAT APPLICATION

City of McLendon-Chisholm Plat Application

Application Date: 1/5/2026

Items Submitted – Check all that apply:

Plat Type and Fees

- Preliminary Plat (1–5 lots): $1,000 + $25 per lot
- Preliminary Plat (6+ lots): $1,500 + $50 per lot
- Final Plat (1–5 lots): $800 + $25 per lot
- Final Plat (6+ lots): $1,000 + $50 per lot

Per the Development Agreement Dated 2021-11-10
Final Plat:
$250 + $5 per residential lot
$250 + $5(35) = $425

- Replat or Amended Plat: $500 + $25 per lot
- Confirmation of applicable fees paid in full to City Staff

***Note**: Acreage is rounded to the nearest whole acre. All applications are subject to full recovery of consulting costs.*

Additional Submittals

- Digital Copy of Submitted Plat/Plan **(REQUIRED)**
- Site Plan
- Concept Plan
- Planned Development
- Vacation of Plat

General Information:

Addition Name (if platted): Horizon Lakes Infrastructure Addition Phase 2 **Current Zoning:** PD

No. of Acres: 37.211 **No. of Lots:** 35 residential lots 6 common areas **Proposed Zoning:** PD

General Location of Property: North of the intersection of Pullen Road and FM 550

Applicant Name: Matt Atkins

Company Name: Teague Nall and Perkins, Inc.

Address: 825 Watters Creek Boulevard Suite M300 **City, State, Zip:** Allen, TX, 75013

Phone(s): 214-641-2717 **Email:** matkins@tnpinc.com

Owner Name: RLS (HORIZON) LLC

Address: 14748 N. Scottsdale Rd. Suite 290 **City, State, Zip:** Scottsdale, AZ, 85254

Phone(s): 214-801-8412 **Email:** swelty@tollbrothers.com

Legal Description of the Property: See below

County Parcel ID: 115324 and 115325

Additional Information:

Legal Description of the Property

BEING A PORTION OF TWO TRACTS OF LAND (TRACT 1 AND TRACT 2) TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER 20210000033261 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND A PORTION OF A CALLED 2.136 ACRE TRACT OF LAND TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND ALL OF A TRACT OF LAND (TRACT 2 - PARCEL D) TO RLS (HORIZON) LLC AS RECORDED IN INSTRUMENT NUMBER 20250000006492 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO. 231
CITY OF McCLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

Development Fees & Consulting Costs

The City recognizes that professional guidance is necessary when undertaking any land use project including platting, zoning or Board of Adjustment applications. Therefore, the city will provide a one-hour OR 2 one-half hour complimentary professional consultation with the City Planner and/or City Engineer. These complimentary professional consultation(s) will be arranged by City Staff. Limit of one complimentary consultation per project.

The applicant must pay the actual fee (very small & simple projects) or deposit the estimated fee with the city prior to consultant review of any application. Should the actual consultant cost exceed the estimate, the applicant will be invoiced for amounts owed. Unused deposit monies will be refunded to the applicant within 60 days of project conclusion.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of $ $0 to cover the cost of this application has been paid to the City of McLendon-Chisholm on this 5th day of January, 2026.

Further, I hereby certify that I understand and agree to the development fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning and Zoning Commission and/or City Council.

Signature of Applicant: Matt Atkins

Signature of Owner: Matthew Caldwell

City Secretary: _____

MCLENDON-CHISHOLM PLAT APPLICATION

City of McLendon-Chisholm Plat Application

Application Date: 12/2/2025

Items Submitted – Check all that apply:

Plat Type and Fees

- Preliminary Plat (1–5 lots): $1,000 + $25 per lot
- Preliminary Plat (6+ lots): $1,500 + $50 per lot
- Final Plat (1–5 lots): $800 + $25 per lot
- Final Plat (6+ lots): $1,000 + $50 per lot

Per the Development Agreement Dated 2021-11-10
Final Plat:
$250 + $5 per residential lot
$250 + $5(35) = $425

- Replat or Amended Plat: $500 + $25 per lot
- Confirmation of applicable fees paid in full to City Staff

***Note**: Acreage is rounded to the nearest whole acre. All applications are subject to full recovery of consulting costs.*

Additional Submittals

- Digital Copy of Submitted Plat/Plan **(REQUIRED)**
- Site Plan
- Concept Plan
- Planned Development
- Vacation of Plat

General Information:

Addition Name (if platted): Horizon Lakes Infrastructure Addition Phase 2 **Current Zoning:** PD

No. of Acres: 37.211 **No. of Lots:** 35 residential lots 6 common areas **Proposed Zoning:** PD

General Location of Property: North of the intersection of Pullen Road and FM 550

Applicant Name: Matt Atkins

Company Name: Teague Nall and Perkins, Inc.

Address: 825 Watters Creek Boulevard Suite M300 **City, State, Zip:** Allen, TX, 75013

Phone(s): 214-641-2717 **Email:** matkins@tnpinc.com

Owner Name: MC Trilogy Texas, LLC

Address: 8222 Douglas Avenue Suite 250 **City, State, Zip:** Dallas, TX, 75225

Phone(s): 214-532-9326 **Email:** colin@heiinc.com

Legal Description of the Property: See below

County Parcel ID: 115324 and 115325

Additional Information:

Legal Description of the Property

BEING A PORTION OF TWO TRACTS OF LAND (TRACT 1 AND TRACT 2) TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER 20210000033261 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND A PORTION OF A CALLED 2.136 ACRE TRACT OF LAND TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND ALL OF A TRACT OF LAND (TRACT 2 - PARCEL D) TO RLS (HORIZON) LLC AS RECORDED IN INSTRUMENT NUMBER 20250000006492 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

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The applicant must pay the actual fee (very small & simple projects) or deposit the estimated fee with the city prior to consultant review of any application. Should the actual consultant cost exceed the estimate, the applicant will be invoiced for amounts owed. Unused deposit monies will be refunded to the applicant within 60 days of project conclusion.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of $ $425 to cover the cost of this application has been paid to the City of McLendon-Chisholm on this 2nd day of December, 2025.

Further, I hereby certify that I understand and agree to the development fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning and Zoning Commission and/or City Council.

Signature of Applicant: Matt Atkins

Signature of Owner: Colin Haffner

City Secretary: _____

tnp

100 50 0 100

SCALE IN FEET
1" = 100'

LEGEND

(C.M.) - CONTROLLING MONUMENT
IRF - IRON ROD FOUND
CIRF - CAPPED IRON ROD FOUND
SF - SQUARE FEET
AC - ACRES
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VE - VISIBILITY EASEMENT
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SPE - SIDEWALK AND PEDESTRIAN ACCESS EASEMENT
P.R.R.C.T. - PLAT RECORDS ROCKWALL COUNTY TEXAS
D.R.R.C.T. - DEED RECORDS ROCKWALL COUNTY TEXAS
O.P.R.R.C.T. - OFFICIAL PUBLIC RECORDS ROCKWALL COUNTY, TEXAS

GENERAL NOTES:

1. BEARINGS OF LINES SHOWN HEREON REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE, NAD83(2011) 2010.00) GEODETIC BEARING ESTABLISHED AS DERIVED LOCALLY FROM ALLTERRA CENTRAL'S CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) METHODS. AN AVERAGE COMBINATION FACTOR OF 1.00014613S WAS USED TO SCALE GRID COORDINATES AND DISTANCES TO SURFACE.
2. BY GRAPHIC SCALE ONLY THE SUBJECT PROPERTY APPEARS TO LIE WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE A (AREAS SUBJECT TO THE INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD)), ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) NO. 48397C0110L DATED SEPTEMBER 26, 2008 OF THE NATIONAL INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
3. THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.
4. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. ALL CORNERS ARE A 5/8 INCH IRON ROD WITH CAP STAMPED "TNP" SET UNLESS OTHERWISE SHOWN.

PLAT NOTES:

1. PUBLIC INFRASTRUCTURE TO BE MAINTAINED BY ROCKWALL COUNTY MUD NO. 10. THIS PUBLIC INFRASTRUCTURE INCLUDES WATER, SEWER, STORM, STREETS, AND LIFT STATIONS WITHIN ROCKWALL COUNTY MUD NO. 10.
2. OPEN SPACES, COMMON AREAS, AND PARKWAYS ARE TO BE MAINTAINED BY THE HOA INCLUDING TRAILS, LANDSCAPING, IRRIGATION, AND OTHER AMENITIES IN THOSE AREAS. ANY SPACE DESIGNATED AS PUBLIC PARK SHALL BE SEPARATE AND MAINTAINED BY THE CITY OF MCLENDON-CHISOLM.
3. TRAILS SHALL BE CONSTRUCTED AS SHOWN IN CONSTRUCTION PLANS PRIOR TO FILING FINAL PLAT.
4. ALL PORTIONS OF THIS FINAL PLAT ARE SUBJECT TO THE PROVISIONS FOUND IN THE DEVELOPMENT AGREEMENT.
5. WHEN THE BACK OR SIDE OF A SINGLE FAMILY RESIDENCE ABUTS A COLLECTOR ROAD, SCREENING WILL BE PROVIDED IN THE FORM OF A MINIMUM SIX-FOOT TALL BOARD ON BOARD FENCE WITH THE FINISHED SIDE FACING THE STREET, WHICH SHALL BE CONSTRUCTED BY THE HOME BUILDER AND SHALL HAVE CONSISTENT MATERIALS AND A CONSISTENT DESIGN ALONG ALL COLLECTOR STREETS. A COLLECTOR ROAD SHALL BE DEFINED AS A ROAD HAVING A DIVIDED TWO-LANE BOULEVARD CONNECTING MAJOR OFF-SITE ROADWAYS. THE TERM "DIVIDED" MEANS DIVIDED BY A RAISED MEDIAN.
6. THE DEVELOPER AND/OR THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE AND UPKEEP OF ALL LANDSCAPED AREAS THAT ARE NOT CONTAINED WITHIN REDISDENTIAL LOTS OR WITHIN DISTRICT-OWNED PROPERTY.
7. FOR EACH LOT THAT HAS A RETAINING WALL BUILT WITHIN THIS PLATTED AREA, A 5 FOOT WALL MAINTENANCE EASEMENT SHALL EXIST ON THE ADJOINING LOT.
8. THE OWNER OF THE LOT ON WHICH A RETAINING WALL IS LOCATED SHALL BE RESPONSIBLE FOR MAINTAINING OR REPLACING THE RETAINING WALL ON ITS LOT.
9. ALL TRACTS OF LAND, INCLUDING THOSE REFERENCED AS "REMAINDER TRACTS" ARE ZONED BY THE IN-CITY PD WITH MC TRILOGY TEXAS, LLC.
10. THE PORTION OF OLD PULLEN ROAD THAT IS ADJACENT AND PART OF THIS DEVELOPMENT WAS ABANDONED BY THE CITY OF McLENDON CHISHOLM BY ORDINANCE NO. 2025-35 AND RECORDED IN INSTRUMENT NUMBER 20260000001728 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS.
11. THE FINAL PLAT IN ITS ENTIRETY SHALL NOT BE RECORDED WITH THE COUNTY OR SIGNED BY THE CITY UNTIL ALL OF THE PUBLIC IMPROVEMENTS HAVE BEEN APPROVED BY THE CITY/COUNTY OR THE PUBLIC IMPROVEMENTS HAVE BEEN BONDED AND APPLICABLE INSTRUMENTS HAVE BEEN FILED WITH THE COUNTY. THIS PLAT SHALL NOT BE RECORDED FOR ANY REASON WITH BLANK RECORDING INFORMATION.

MATCHLINE PG. 2
PG. 1

TRACT 1
PULTE HOMES OF TEXAS, L.P.
INST. NO. 20250000006472
O.P.R.R.C.T.

REMAINDER
TRACT 1
CALLED 650.0809 ACRES
MC TRILOGY TEXAS, LLC
INST. NO. 20210000033261
O.P.R.R.C.T.

TRACT 2 (ACCESS TRACT)
PULTE HOMES OF TEXAS, L.P.
INST. NO. 20250000006472
O.P.R.R.C.T.

ANTONIO RODRIGUEZ SURVEY
ABSTRACT NO. 231

TRACT 1 (PARCEL A)
RLS (HORIZON) LLC
INST. NO. 20250000006492
O.P.R.R.C.T.

APPROXIMATE LOCATION
15' WATER PIPELINE EASEMENT
TO RCH WATER
VOL. 64, PG. 230
D.R.R.C.T.

TRACT 1 (PARCEL B)
RLS (HORIZON) LLC
INST. NO. 20250000006492
O.P.R.R.C.T.

50' PERMANENT WATER LINE EASEMENT
TO NORTH TEXAS MUNICIPAL WATER DISTRICT
VOL. 4781, PG. 275
O.P.R.R.C.T.

TRACT 1 (PARCEL C)
RLS (HORIZON) LLC
INST. NO.
20250000006492
O.P.R.R.C.T.

CALLED 2.136 ACRES
MC TRILOGY TEXAS, LLC
INST. NO.
O.P.R.R.C.T.
PORTION OF OLD PULLEN ROAD ABANDONED BY THE CITY OF MCLENDON-CHISOLM BY ORDINANCE NO. 2025-35 INST. NO. 20260000001728 O.P.R.R.C.T.

CONCRETE MONUMENT FOUND

POINT OF BEGINNING

CONCRETE MONUMENT FOUND

REMAINDER OF
TRACT 1
CALLED 650.0809 ACRES
MC TRILOGY TEXAS, LLC
INST. NO. 20210000033261
O.P.R.R.C.T.

F.M. HIGHWAY NO. 550
(VARIABLE WIDTH R.O.W.)

WOOD MONUMENT FOUND

TRACT 2 (PARCEL D)
RLS (HORIZON) LLC
INST. NO. 20250000006492
O.P.R.R.C.T.

5/8"CIRF "RPLS 1890" (C.M.)

TRACT 2 (PARCEL A)
RLS (HORIZON) LLC
INST. NO. 20250000006492
O.P.R.R.C.T.

TRACT 2 (PARCEL B)
RLS (HORIZON) LLC
INST. NO. 20250000006492
O.P.R.R.C.T.

TRACT 2 (PARCEL C)
RLS (HORIZON) LLC
INST. NO. 20250000006492
O.P.R.R.C.T.

REMAINDER OF
TRACT 2
CALLED 243.2308 ACRES
MC TRILOGY TEXAS, LLC
INST. NO. 20210000033261
O.P.R.R.C.T.

INST. NO. 20260000007728
O.P.R.R.C.T.

JOHN SIMMONS SURVEY
ABSTRACT NO. 202

APPROXIMATE LOCATION OF SURVEY LINE

REMAINDER OF
TRACT 2
CALLED 243.2308 ACRES
MC TRILOGY TEXAS, LLC
INST. NO. 20210000033261
O.P.R.R.C.T.

ANTONIO RODRIGUEZ SURVEY
ABSTRACT NO. 231

HORIZON LAKES BLVD.

AC 1X 7,854 SF 0.180 AC

AD 1X 84,359 SF 1.937 AC

AE 1X 287,853 SF 6.608 AC

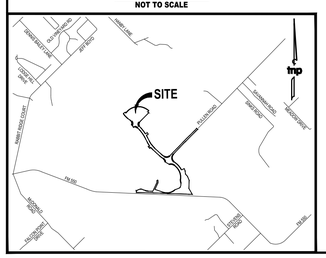
AI 1X 91,937 SF 2.101 AC

N 57°36'52" W 202.86'
N 70°05'06" E 48.16'
N 70°07'44" E 316.12'
N 88°19'00" W 1074.85'
N 86°06'41" W 301.70'
N 88°18'08" W 843.41'
N 29°42'15" E 335.48'
S 25°47'15" W 322.83'
S 02°43'31" W 343.41'
S 29°05'11" E 311.59'
N 67°17'39" E 178.01'
N 67°17'39" E 165.97'
N 22°42'49" W 39.96'
N 67°17'20" E 382.87'
N 67°40'05" E 155.13'
N 67°40'05" E 283.17'

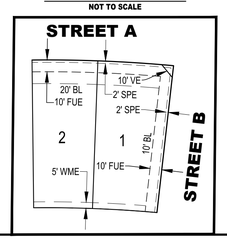
C1 C2 C3 C5 C6 C7 C8 C9 C25 C26 C27 C28 C29 C30 C31 C32 C33 C34

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L39 L40 L41 L42 L43 L44 L45

VICINITY MAP
NOT TO SCALE



TYPICAL LOT DETAIL
NOT TO SCALE



OWNER
RLS (HORIZON) LLC
250 Vesey Street, 15th Floor
New York, NY 10281
602-629-9691

OWNER
MC TRILOGY TEXAS, LLC
8200 Douglas Avenue, Suite 300
Dallas, Texas 75225
214-532-9326

PROJECT INFORMATION
Project No.: MYT 21457
Date: February 4, 2026
Drawn By: WS
Scale: 1"=100'

SHEET 1 of 5

tnp

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com

FINAL PLAT
HORIZON LAKES INFRASTRUCTURE ADDITION PHASE 2

1,620,904 SQUARE FEET OR 37.211 ACRES
LOT 1X, BLOCK AC, LOT 1X, BLOCK AD, LOT 1X, BLOCK AE, LOT 1X, BLOCK AI,
LOTS 1-17, BLOCK A, LOTS 1-18, BLOCK B, LOT 1X, BLOCK C, LOT 1X, BLOCK D
35 RESIDENTIAL LOTS
6 COMMON AREAS

SITUATED IN THE
ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO. 231
CITY OF McLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

BEING A PORTION OF A CALLED 650.0809 ACRE TRACT OF LAND (TRACT 1) AND A CALLED 243.2308 ACRE TRACT OF LAND (TRACT 2) TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER 20210000033261 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND A PORTION OF A CALLED 2.136 ACRE TRACT OF LAND TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND ALL OF A TRACT OF LAND (TRACT 2 - PARCEL D) TO RLS (HORIZON) LLC AS RECORDED IN INSTRUMENT NUMBER 20250000006492 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

Drawing: L:\Projects\MYT 21457 Trilogy Addition-Hodges Farms\Acad\Deliverables\Final_Plat\Infrastructure 2\2026 02 04 MYT 21457 Infrastructure 2 Final Plat .dwg at Feb 04, 2026 - 10:08am by jmaldon

MATCHLINE PG. 3
PG. 2

MATCHLINE PG. 2
PG. 1

100 50 0 100
SCALE IN FEET
1" = 100'

LEGEND

(C.M.) - CONTROLLING MONUMENT
IRF - IRON ROD FOUND
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P.R.R.C.T. - PLAT RECORDS ROCKWALL COUNTY TEXAS
D.R.R.C.T. - DEED RECORDS ROCKWALL COUNTY TEXAS
O.P.R.R.C.T. - OFFICIAL PUBLIC RECORDS ROCKWALL COUNTY, TEXAS

TRACT 1
PULTE HOMES OF TEXAS, L.P.
INST. NO. 20250000006472
O.P.R.R.C.T.

50' PERMANENT WATER LINE EASEMENT
TO NORTH TEXAS MUNICIPAL WATER DISTRICT
VOL. 4781, PG. 286
O.P.R.R.C.T.

CALLED 10.000 ACRES
WARREN T. HODGES
INST. NO. 20210000033549
O.P.R.R.C.T.

CALLED 1.00 ACRE
JANET PASTORE
VOL. 4707, PG. 33
O.P.R.R.C.T.

50' DRAINAGE EASEMENT
TO ROCKWALL COUNTY M.U.D. NO. 10
INST. NO. 20230000012529
O.P.R.R.C.T.

15' UTILITY EASEMENT
TO ROCKWALL COUNTY M.U.D. NO. 10
INST. NO. 20230000012530
O.P.R.R.C.T.

CALLED 10.000 ACRES
PAMELA K. BEERS
INST. NO. 20210000033550
O.P.R.R.C.T.

HORIZON LAKES BLVD.

REMAINDER
TRACT 1
CALLED 650.0809 ACRES
MC TRILOGY TEXAS, LLC
INST. NO. 20210000033261
O.P.R.R.C.T.

PULLEN ROAD
VARIABLE WIDTH
PRESCRIPTIVE PUBLIC
RIGHT-OF-WAY

5/8"CIRF
"RPLS 1690"
(C.M.)

CALLED 2.136 ACRES
MC TRILOGY TEXAS, LLC
INST. NO. _____
O.P.R.R.C.T.
PORTION OF OLD PULLEN ROAD ABANDONED BY THE CITY OF MCLENDON CHISHOLM BY ORDINANCE NO. 2025-03 INST. NO. 20250000007728 O.P.R.R.C.T.

JOHN SIMMONS SURVEY
ABSTRACT NO. 202

APPROXIMATE LOCATION OF SURVEY LINE

ANTONIO RODRIGUEZ SURVEY
ABSTRACT NO. 231

APPROXIMATE LOCATION
15' WATER PIPELINE EASEMENT
TO RCH WATER
VOL. 64, PG. 230
D.R.R.C.T.

TRACT 2 (PARCEL A)
RLS (HORIZON) LLC
INST. NO. 20250000006492
O.P.R.R.C.T.

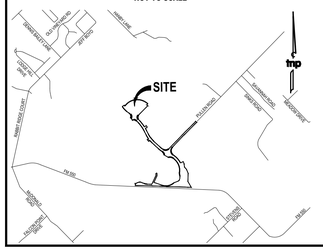
TRACT 2 (PARCEL B)
RLS (HORIZON) LLC
INST. NO. 20250000006492
O.P.R.R.C.T.

REMAINDER OF
TRACT 2
CALLED 243.2308 ACRES
MC TRILOGY TEXAS, LLC
INST. NO. 20210000033261
O.P.R.R.C.T.

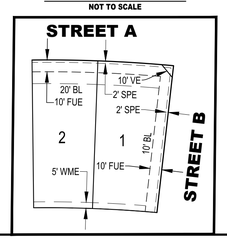
ANTONIO RODRIGUEZ SURVEY
ABSTRACT NO. 231

REMAINDER
TRACT 1
CALLED 650.0809 ACRES
MC TRILOGY TEXAS, LLC
INST. NO. 20210000033261
O.P.R.R.C.T.

VICINITY MAP
NOT TO SCALE



TYPICAL LOT DETAIL
NOT TO SCALE



FINAL PLAT
HORIZON LAKES INFRASTRUCTURE ADDITION PHASE 2

1,620,904 SQUARE FEET OR 37.211 ACRES
LOT 1X, BLOCK AC, LOT 1X, BLOCK AD, LOT 1X, BLOCK AE, LOT 1X, BLOCK AI,
LOTS 1-17, BLOCK A, LOTS 1-18, BLOCK B, LOT 1X, BLOCK C, LOT 1X, BLOCK D
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6 COMMON AREAS

SITUATED IN THE
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CITY OF McLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

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OWNER
RLS (HORIZON) LLC
250 Vesey Street, 15th Floor
New York, NY 10281
602-629-9691

OWNER
MC TRILOGY TEXAS, LLC
8200 Douglas Avenue, Suite 300
Dallas, Texas 75225
214-532-9326

PROJECT INFORMATION
Project No.: MYT 21457
Date: February 4, 2026
Drawn By: WS
Scale: 1"=100'

SHEET 2 of 5

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com

Drawing: L:\Projects\MYT 21457 Trilogy Addition-Hodges Farms\Acad\Deliverables\Final_Plat\Infrastructure 2\2026 02 04 MYT 21457 Infrastructure 2 Final Plat .dwg at Feb 04, 2026-10:06am by jmaddox

tnp

100 50 0 100

SCALE IN FEET
1" = 100'

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P.R.R.C.T. - PLAT RECORDS ROCKWALL COUNTY TEXAS
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O.P.R.R.C.T. - OFFICIAL PUBLIC RECORDS ROCKWALL COUNTY, TEXAS

REMAINDER OF
TRACT 1
CALLED 650.0809 ACRES
MC TRILOGY TEXAS, LLC
INST. NO. 20210000033261
O.P.R.R.C.T.

PINESDALE DRIVE

GALLATIN DRIVE

LAKE BLUFF DRIVE

S 45°18'04" W 598.65'

APPROXIMATE LOCATION OF SURVEY LINE

JOHN SIMMONS SURVEY
ABSTRACT NO. 202
ANTONIO RODRIGUEZ SURVEY
ABSTRACT NO. 231

CALLED 9.274 ACRES
KYLE E. YUDIZKY AND
KEVIN L. YUDIZKS
INST. NO. 20140000009220
O.P.R.R.C.T.

100 YEAR FLOOD PLAIN
(TNP - OCTOBER 2025)

APPROXIMATE 100 YEAR FLOOD PLAIN
ZONE "A"
COMMUNITY PANEL NUMBER 48397C0110L
EFFECTIVE DATE SEPTEMBER 26, 2008

MATCHLINE PG. 3
PG. 2

REMAINDER
TRACT 1
CALLED 650.0809 ACRES
MC TRILOGY TEXAS, LLC
INST. NO. 20210000033261
O.P.R.R.C.T.

ZONE "A"
ZONE "X"

TRACT 1
PULTE HOMES OF TEXAS, L.P.
INST. NO. 20250000006472
O.P.R.R.C.T.

HORIZON LAKES BLVD.

50' PERMANENT WATER LINE EASEMENT
TO NORTH TEXAS MUNICIPAL WATER DISTRICT
VOL. 4781, PG. 286
O.P.R.R.C.T.

CALLED 10.000 ACRES
WARREN T. HODGES
INST. NO. 20210000033549
O.P.R.R.C.T.

50' DRAINAGE EASEMENT
TO ROCKWALL COUNTY M.U.D. NO. 10
INST. NO. 20230000012529
O.P.R.R.C.T.

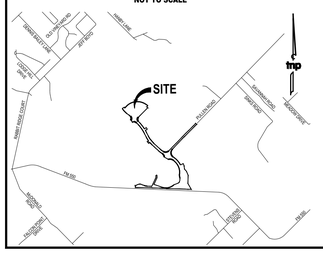
15' UTILITY EASEMENT
TO ROCKWALL COUNTY M.U.D. NO. 10
INST. NO. 20230000012530
O.P.R.R.C.T.

CALLED 10.000 ACRES
PAMELA K. BEERS
INST. NO. 20210000033550
O.P.R.R.C.T.

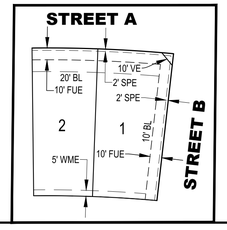
N 44°36'02" E 626.42'

REMAINDER
TRACT 1
CALLED 650.0809 ACRES
MC TRILOGY TEXAS, LLC
INST. NO. 20210000033261
O.P.R.R.C.T.

VICINITY MAP
NOT TO SCALE



TYPICAL LOT DETAIL
NOT TO SCALE



FINAL PLAT
HORIZON LAKES INFRASTRUCTURE ADDITION PHASE 2

1,620,904 SQUARE FEET OR 37.211 ACRES
LOT 1X, BLOCK AC, LOT 1X, BLOCK AD, LOT 1X, BLOCK AE, LOT 1X, BLOCK AI,
LOTS 1-17, BLOCK A, LOTS 1-18, BLOCK B, LOT 1X, BLOCK C, LOT 1X, BLOCK D
35 RESIDENTIAL LOTS
6 COMMON AREAS

SITUATED IN THE
ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO. 231
CITY OF McLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

BEING A PORTION OF A CALLED 650.0809 ACRE TRACT OF LAND (TRACT 1) AND A CALLED 243.2308 ACRE TRACT OF LAND (TRACT 2) TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER 20210000033261 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND A PORTION OF A CALLED 2,136 ACRE TRACT OF LAND TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND ALL OF A TRACT OF LAND (TRACT 2 - PARCEL D) TO RLS (HORIZON) LLC AS RECORDED IN INSTRUMENT NUMBER 20250000006492 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

OWNER
RLS (HORIZON) LLC
250 Vesey Street, 15th Floor
New York, NY 10281
602-629-9691

OWNER
MC TRILOGY TEXAS, LLC
8200 Douglas Avenue, Suite 300
Dallas, Texas 75225
214-532-9326

PROJECT INFORMATION
Project No.: MYT 21457
Date: February 4, 2026
Drawn By: WS
Scale: 1"=100'

SHEET 3 of 5

tnp

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com

Drawing: L:\Projects\MYT 21457 Trilogy Addition-Hodges Farms\Acad\Deliverables\Final_Plat\Infrastructure 2\2026 02 04 MYT 21457 Infrastructure 2 Final Plat .dwg at Feb 04, 2026 - 10:06am by jmaldon

OWNERS CERTIFICATE

STATE OF TEXAS }
COUNTY OF ROCKWALL }

WHEREAS MC Trilogy Texas, LLC and RLS (Horizon) LLC are the owners of a tract of land situated in the Antonio Rodríguez Survey, Abstract Number 231, being a portion of a called 650.0809 acre tract of land (Tract 1) and a called 243.2308 acre tract of land (Tract 2) to MC Trilogy Texas, LLC as recorded in Instrument Number 20210000033261 of the Official Public Records of Rockwall County, Texas and a portion of a called 2.136 acre tract of land to MC Trilogy Texas, LLC as recorded in Instrument Number _____ of the Official Public Records of Rockwall County, Texas and all of a tract of land (Tract 2 - Parcel D) to RLS (Horizon) LLC as recorded in Instrument Number 20250000006492 of the Official Public Records of Rockwall County, Texas and being more particularly described as follows:

BEGINNING at a concrete monument found on the northerly right-of-way of F.M. Highway No. 550 for the southwest corner of said Tract 2 to MC Trilogy Texas, LLC;

THENCE North 03 degrees 12 minutes 08 seconds East along the westerly line of said Tract 2 to MC Trilogy Texas, LLC, a distance of 52.82 feet to a concrete monument found for a westerly corner of said Tract 2 to MC Trilogy Texas, LLC, same being a southerly corner of said 2.136 acre tract;

THENCE North 45 degrees 05 minutes 00 seconds West departing the westerly line of said Tract 2 to MC Trilogy Texas, LLC and along the southerly line of said 2.136 acre tract, a distance of 30.01 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 70 degrees 05 minutes 06 seconds East departing the southerly line of said 2.136 acre tract and through the interior of same, a distance of 48.16 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner in the interior of said Tract 2 to MC Trilogy Texas, LLC same being the southerly line of a tract of land (Tract 1 - Parcel B) to RLS (Horizon) LLC as recorded in Instrument Number 20250000006492 of the Official Public Records of Rockwall County, Texas;

THENCE through the interior of said Tract 2 to MC Trilogy Texas, LLC and along the southerly line of said Tract 1 - Parcel B the following courses and distances:

North 66 degrees 23 minutes 21 seconds East, a distance of 102.42 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 74 degrees 37 minutes 34 seconds East, a distance of 55.96 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 84 degrees 10 minutes 27 seconds East, a distance of 55.29 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 70 degrees 04 minutes 30 seconds East, a distance of 59.33 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 69 degrees 45 minutes 25 seconds East, a distance of 98.94 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 550.00 feet, a central angle of 17 degrees 16 minutes 00 seconds, an arc length of 165.75 feet, a chord bearing of South 78 degrees 23 minutes 25 seconds East, a distance of 165.12 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 87 degrees 01 minutes 25 seconds East, a distance of 183.04 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southeast corner of said Tract 1 - Parcel B;

THENCE continuing through the interior of said Tract 2 to MC Trilogy Texas, LLC and along the easterly line of said Tract 1 - Parcel B the following courses and distances:

North 25 degrees 42 minutes 15 seconds East, a distance of 435.43 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 02 degrees 28 minutes 40 seconds West, a distance of 79.64 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 64 degrees 27 minutes 13 seconds East, a distance of 36.83 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 175.00 feet, a central angle of 05 degrees 36 minutes 43 seconds, an arc length of 17.14 feet, a chord bearing of North 67 degrees 15 minutes 34 seconds East, a distance of 17.13 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the westerly line of a tract of land (Tract 2 - Parcel C) to RLS (Horizon) LLC as recorded in Instrument Number 20250000006492 of the Official Public Records of Rockwall County, Texas;

THENCE South 02 degrees 28 minutes 40 seconds East continuing through the interior of said Tract 2 to MC Trilogy Texas, LLC and along the westerly line of said Tract 2 - Parcel C, a distance of 112.64 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 25 degrees 42 minutes 15 seconds West continuing through the interior of said Tract 2 to MC Trilogy Texas, LLC and continuing along the westerly line of said Tract 2 - Parcel C, a distance of 322.63 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southwest corner of said Tract 2 - Parcel C;

THENCE continuing through the interior of said Tract 2 to MC Trilogy Texas, LLC and along the southerly, easterly, and northerly lines of said Tract 2 - Parcel C the following courses and distances:

South 70 degrees 07 minutes 44 seconds East, a distance of 316.12 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 68 degrees 15 minutes 16 seconds East, a distance of 40.93 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 525.00 feet, a central angle of 62 degrees 04 minutes 19 seconds, an arc length of 568.76 feet, a chord bearing of North 80 degrees 42 minutes 35 seconds East, a distance of 541.35 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 49 degrees 40 minutes 25 seconds East, a distance of 29.06 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 70 degrees 16 minutes 19 seconds East, a distance of 189.93 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 44 degrees 51 minutes 02 seconds East, a distance of 85.33 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 15 degrees 28 minutes 55 seconds East, a distance of 74.54 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 05 degrees 30 minutes 55 seconds East, a distance of 93.32 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 390.00 feet, a central angle of 29 degrees 04 minutes 46 seconds, an arc length of 197.94 feet, a chord bearing of North 07 degrees 13 minutes 36 seconds West, a distance of 195.82 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 600.00 feet, a central angle of 41 degrees 48 minutes 01 seconds, an arc length of 437.73 feet, a chord bearing of North 13 degrees 35 minutes 14 seconds West, a distance of 428.09 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve continuing to the left;

With said compound curve continuing to the left having a radius of 885.00 feet, a central angle of 15 degrees 40 minutes 49 seconds, an arc length of 242.20 feet, a chord bearing of North 42 degrees 19 minutes 39 seconds West, a distance of 241.44 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve continuing to the left;

With said compound curve continuing to the left having a radius of 250.00 feet, a central angle of 58 degrees 36 minutes 50 seconds, an arc length of 255.75 feet, a chord bearing of North 79 degrees 28 minutes 28 seconds West, a distance of 244.74 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 57 degrees 36 minutes 52 seconds West departing the northerly line of said Tract 2 - Parcel C and continuing through the interior of said Tract 2 to MC Trilogy Texas, LLC, a distance of 202.98 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the northeasterly line of a tract of land (Tract 2 - Parcel A) to RLS (Horizon) LLC as recorded in Instrument Number 20250000006492 of the Official Public Records of Rockwall County, Texas at the beginning of a curve to the left;

THENCE along the northeasterly line of said Tract 2 - Parcel A with said curve to the left having a radius of 200.00 feet, a central angle of 53 degrees 27 minutes 25 seconds, an arc length of 186.60 feet, a chord bearing of North 32 degrees 04 minutes 43 seconds West, a distance of 179.90 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner in the interior of the aforementioned Tract 1 to MC Trilogy Texas, LLC at the beginning of a reverse curve to the right;

THENCE continuing along the northeasterly line of said Tract 2 - Parcel A and through the interior of said Tract 1 to MC Trilogy Texas, LLC with said reverse curve to the right having a radius of 1015.00 feet, a central angle of 11 degrees 35 minutes 45 seconds, an arc length of 205.42 feet, a chord bearing of North 53 degrees 00 minutes 33 seconds West, a distance of 205.07 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 47 degrees 12 minutes 40 seconds West continuing along the northeasterly line of said Tract 2 - Parcel A and continuing through the interior of said Tract 1 to MC Trilogy Texas, LLC , a distance of 376.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the northeasterly line of a tract of land (Tract 1) to Pulte Homes of Texas, L.P. at the beginning of a curve to the right;

THENCE along the northeasterly line of said Tract 1 to Pulte Homes of Texas, L.P. and continuing through the interior of said Tract 1 to MC Trilogy Texas, LLC and the following courses and distances:

With said curve to the right having a radius of 1265.00 feet, a central angle of 06 degrees 32 minutes 49 seconds, an arc length of 144.54 feet, a chord bearing of North 43 degrees 56 minutes 16 seconds West, a distance of 144.47 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 67 degrees 03 minutes 48 seconds West, a distance of 22.13 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 540.00 feet, a central angle of 06 degrees 21 minutes 19 seconds, an arc length of 59.90 feet, a chord bearing of South 52 degrees 02 minutes 21 seconds West, a distance of 59.87 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 35 degrees 50 minutes 40 seconds West, a distance of 80.02 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 460.00 feet, a central angle of 07 degrees 05 minutes 52 seconds, an arc length of 56.98 feet, a chord bearing of North 51 degrees 51 minutes 09 seconds East, a distance of 56.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 10 degrees 31 minutes 18 seconds West, a distance of 23.37 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1265.00 feet, a central angle of 08 degrees 51 minutes 56 seconds, an arc length of 195.74 feet, a chord bearing of North 30 degrees 47 minutes 02 seconds West, a distance of 195.54 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 26 degrees 21 minutes 04 seconds West, a distance of 134.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1785.00 feet, a central angle of 16 degrees 51 minutes 45 seconds, an arc length of 525.33 feet, a chord bearing of North 34 degrees 46 minutes 56 seconds West, a distance of 523.44 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 43 degrees 12 minutes 49 seconds West, a distance of 74.72 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner the beginning of a curve to the left;

With said curve to the left having a radius of 200.00 feet, a central angle of 43 degrees 53 minutes 23 seconds, an arc length of 153.20 feet, a chord bearing of North 65 degrees 09 minutes 30 seconds West, a distance of 149.49 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the northermost corner of said Tract 1 to Pulte Homes of Texas, L.P.;

THENCE along the northerly line of said Tract 1 to Pulte Homes of Texas, L.P. and continuing through the interior of said Tract 1 to MC Trilogy Texas, L.P. with said reverse curve to the right having a radius of 500.00 feet, a central angle of 08 degrees 34 minutes 27 seconds, an arc length of 74.82 feet, a chord bearing of South 66 degrees 43 minutes 32 seconds West, a distance of 74.75 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE departing the northerly line of said Tract 1 to Pulte Home of Texas, L.P. and continuing through the interior of said said Tract 1 to MC Trilogy Texas, LLC the following courses and distances:

North 18 degrees 59 minutes 14 seconds West, a distance of 68.50 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 52 degrees 36 minutes 27 seconds West, a distance of 48.85 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 125.00 feet, a central angle of 84 degrees 05 minutes 33 seconds, an arc length of 183.46 feet, a chord bearing of North 04 degrees 39 minutes 14 seconds West, a distance of 167.43 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve continuing to the left;

With said compound curve continuing to the left having a radius of 885.00 feet, a central angle of 06 degrees 17 minutes 22 seconds, an arc length of 97.15 feet, a chord bearing of North 49 degrees 50 minutes 41 seconds West, a distance of 97.10 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 52 degrees 59 minutes 23 seconds West, a distance of 100.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 865.00 feet, a central angle of 20 degrees 51 minutes 00 seconds, an arc length of 314.77 feet, a chord bearing of North 42 degrees 33 minutes 53 seconds West, a distance of 313.04 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 57 degrees 51 minutes 37 seconds East, a distance of 107.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 758.00 feet, a central angle of 03 degrees 31 minutes 16 seconds, an arc length of 46.58 feet, a chord bearing of South 33 degrees 54 minutes 00 seconds East, a distance of 46.57 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse cuvrve to the right;

With said reverse curve to the right having a radius of 675.00 feet, a central angle of 98 degrees 28 minutes 11 seconds, an arc length of 1160.07 feet, a chord bearing of North 84 degrees 35 minutes 19 seconds East, a distance of 1022.48 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 45 degrees 18 minutes 54 seconds West, a distance of 62.53 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 44 degrees 41 minutes 06 seconds East, a distance of 60.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 45 degrees 18 minutes 54 seconds West, a distance of 588.65 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 130.00 feet, a central angle of 88 degrees 31 minutes 43 seconds, an arc length of 200.86 feet, a chord bearing of South 01 degrees 03 minutes 03 seconds West, a distance of 181.47 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 43 degrees 12 minutes 49 seconds East, a distance of 88.59 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1888.00 feet, a central angle of 09 degrees 55 minutes 29 seconds, an arc length of 327.03 feet, a chord bearing of South 38 degrees 15 minutes 04 seconds East, a distance of 326.63 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 59 degrees 31 minutes 22 seconds East, a distance of 22.37 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 57 degrees 28 minutes 04 seconds East, a distance of 83.70 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 32 degrees 31 minutes 56 seconds East, a distance of 80.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 57 degrees 28 minutes 04 seconds West, a distance of 85.18 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 03 degrees 56 minutes 09 seconds East, a distance of 22.77 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1888.00 feet, a central angle of 03 degrees 17 minutes 50 seconds, an arc length of 108.65 feet, a chord bearing of South 27 degrees 59 minutes 59 seconds East, a distance of 108.63 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 26 degrees 21 minutes 04 seconds East, a distance of 134.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1162.00 feet, a central angle of 10 degrees 22 minutes 35 seconds, an arc length of 210.44 feet, a chord bearing of South 31 degrees 32 minutes 22 seconds East, a distance of 210.16 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 49 degrees 53 minutes 27 seconds East, a distance of 5.01 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1157.00 feet, a central angle of 09 degrees 50 minutes 53 seconds, an arc length of 198.87 feet, a chord bearing of South 41 degrees 38 minutes 13 seconds East, a distance of 198.62 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 03 degrees 09 minutes 47 seconds West, a distance of 6.54 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1162.00 feet, a central angle of 00 degrees 26 minutes 29 seconds, an arc length of 8.95 feet, a chord bearing of South 46 degrees 59 minutes 26 seconds East, a distance of 8.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 47 degrees 12 minutes 40 seconds East, a distance of 376.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 912.00 feet, a central angle of 11 degrees 09 minutes 57 seconds, an arc length of 177.73 feet, a chord bearing of South 52 degrees 47 minutes 39 seconds East, a distance of 177.45 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve continuing to the left;

With said compound curve continuing to the left having a radius of 200.00 feet, a central angle of 77 degrees 13 minutes 30 seconds, an arc length of 269.57 feet, a chord bearing of North 83 degrees 00 minutes 38 seconds East, a distance of 249.62 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the southeast line of said Tract 1 to MC Trilogy Texas, LLC, same being the northwest line of the aforementioned 2.136 acre tract;

THENCE North 44 degrees 23 minutes 53 seconds East along the southeast line of said Tract 1 to MC Trilogy Texas, LLC, same being the northwest line of said 2.136 acre tract, a distance of 466.86 feet to a 5/8 inch iron rod with cap stamped "RPLS 1890" found for the northernmost corner of said 2.136 acre tract, same being an easterly corner of said Tract 1 to MC Trilogy Texas, LLC, same being the south corner of a called 10.000 acre tract of land to Pamela K. Beers as recorded in Instrument Number 20210000033550 of the Official Public Records of Rockwall County, Texas;

THENCE South 45 degrees 40 minutes 25 seconds East along the northeasterly line of said 2.136 acre tract, a distance of 33.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the northwest line of the aforementioned Tract 2 to MC Trilogy Texas, LLC;

THENCE along the northwest line of said Tract 1 to MC Trilogy Texas, LLC the following courses and distances:

North 44 degrees 06 minutes 02 seconds East, a distance of 626.42 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 44 degrees 44 minutes 29 seconds East, a distance of 285.32 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 45 degrees 50 minutes 03 seconds East, a distance of 322.73 feet to a 5/8 inch iron rod with cap stamped "TNP" set for a north corner of said Tract 2 to MC Trilogy Texas, LLC, same being the west corner of a called 1.00 acre tract of land described by deed to Janet Pastore as recorded in Volume 4707, Page 33 of the Official Public Records of Rockwall County, Texas;

THENCE South 46 degrees 24 minutes 35 seconds East along the southwest line of said 1.00 acre tract, same being the northerly line of said Tract 2 to MC Trilogy Texas, LLC, a distance of 26.46 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE departing the southwest corner of said 1.00 acre tract, same being the northerly line of said Tract 2 to MC Trilogy Texas, LLC and through the interior of said Tract 2 to MC Trilogy Texas, LLC the following courses and distances:

South 45 degrees 11 minutes 58 seconds West, a distance of 756.75 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1970.00 feet, a central angle of 01 degrees 19 minutes 59 seconds, an arc length of 45.84 feet, a chord bearing of South 44 degrees 31 minutes 58 seconds West, a distance of 45.84 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 43 degrees 51 minutes 58 seconds West, a distance of 723.64 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 250.00 feet, a central angle of 46 degrees 51 minutes 01 seconds, an arc length of 204.42 feet, a chord bearing of South 20 degrees 26 minutes 28 seconds West, a distance of 198.78 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve continuing to the left;

With said compound curve continuing to the left having a radius of 217.31 feet, a central angle of 53 degrees 34 minutes 25 seconds, an arc length of 203.19 feet, a chord bearing of South 29 degrees 46 minutes 15 seconds East, a distance of 195.87 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 998.00 feet, a central angle of 26 degrees 33 minutes 37 seconds, an arc length of 462.64 feet, a chord bearing of South 43 degrees 16 minutes 39 seconds East, a distance of 458.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 54 degrees 24 minutes 35 seconds East, a distance of 23.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 67 degrees 17 minutes 39 seconds East, a distance of 122.01 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 22 degrees 42 minutes 20 seconds East, a distance of 84.29 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 08 degrees 25 minutes 27 seconds East, a distance of 157.31 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 39 degrees 12 minutes 37 seconds East, a distance of 148.85 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 21 degrees 57 minutes 45 seconds East, a distance of 189.66 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 02 degrees 43 minutes 31 seconds West, a distance of 343.41 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 29 degrees 05 minutes 11 seconds East, a distance of 311.59 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the southerly line of said Tract 2 to MC Trilogy Texas, LLC and north northerly right-of-way of the aforementioned F.M. Highway No. 550;

THENCE along the northerly right-of-way of said F.M. Highway No. 550 and the southerly line of said Tract 2 to MC Trilogy Texas, LLC the following courses and distances:

North 87 degrees 04 minutes 03 seconds West, a distance of 149.06 feet to a concrete monument found for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 5769.60 feet, a central angle of 01 degrees 08 minutes 20 seconds, an arc length of 114.67 feet, a chord bearing of North 87 degrees 33 minutes 47 seconds West, a distance of 114.67 feet to a concrete monument found for corner;

North 88 degrees 18 minutes 08 seconds West, a distance of 843.41 feet to a 5/8 inch iron rod with cap stamped "RPLS 1890" found for corner;

North 86 degrees 06 minutes 41 seconds West, a distance of 301.70 feet to a wood monument found for corner;

North 88 degrees 19 minutes 00 seconds West, a distance of 1074.85 feet to the POINT OF BEGINNING containing 1,620,904 square feet, or 37.211 acres of land.

SURVEYORS CERTIFICATE

I, Brian Maddox, do hereby certify, that I prepared this plat from an actual and accurate survey on the ground by me and that all corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Regulations of McLendon-Chisholm, and that all dimensions shown thereon are true and correct to the best of my knowledge and belief .

Witness under my hand this the _____ day of _____, 2026.

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.

Brian J. Maddox, R.P.L.S. No. 5430

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 in and for said County and State, on this day personally appeared, Brian J. Maddox, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the_____ day of _____, 2026.

_____
Notary Public in and for The State of Texas

FINAL PLAT
HORIZON LAKES INFRASTRUCTURE ADDITION
PHASE 2

1,620,904 SQUARE FEET OR 37.211 ACRES
LOT 1X, BLOCK AC, LOT 1X, BLOCK AD, LOT 1X, BLOCK AE, LOT 1X, BLOCK AI,
LOTS 1-17, BLOCK A, LOTS 1-18, BLOCK B, LOT 1X, BLOCK C, LOT 1X, BLOCK D
35 RESIDENTIAL LOTS
6 COMMON AREAS

SITUATED IN THE
ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO. 231
CITY OF McLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

BEING A PORTION OF A CALLED 650.0809 ACRE TRACT OF LAND (TRACT 1) AND A CALLED 243.2308 ACRE TRACT OF LAND (TRACT 2) TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER 20210000033261 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND A PORTION OF A CALLED 2.136 ACRE TRACT OF LAND TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND ALL OF A TRACT OF LAND (TRACT 2 - PARCEL D) TO RLS (HORIZON) LLC AS RECORDED IN INSTRUMENT NUMBER 20250000006492 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

OWNER
RLS (HORIZON) LLC
250 Vesey Street, 15th Floor
New York, NY 10281
602-629-9691

OWNER
MC TRILOGY TEXAS, LLC
8200 Douglas Avenue, Suite 300
Dallas, Texas 75225
214-532-9326

PROJECT INFORMATION
Project No.: MYT 21457
Date: February 4, 2026
Drawn By: WS
Scale: 1"=100'

SHEET 4 of 5

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com

OWNER'S DEDICATION

STATE OF TEXAS }
COUNTY OF ROCKWALL }

That we do hereby adopt this plat designating the herein described property as the Final Plat of HORIZON LAKES INFRASTRUCTURE ADDITION, PHASE 2, an addition to The City of McLendon-Chisholm, Rockwall County, Texas and do hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. The easements shown thereon are hereby reserved for purposes indicated. The utility and access easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. the maintenance of paving on the utility and access easements is the responsibility of the property owner. no building, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed, or replaced upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use the same. All, and any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right to ingress and egress to and from said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all Platting Ordinances, Rules, Regulations and Resolutions of The City of McLendon-Chisholm, Rockwall County, Texas.

Executed this the _____ day of _____, 2026.

MC TRILOGY TEXAS, LLC

_____

Name: _____

Title: _____

STATE OF TEXAS }
COUNTY OF ROCKWALL }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, _____, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the ____ day of _____, 2026.

_____
Notary Public in and for The State of Texas

RLS (HORIZON) LLC

_____

Name: _____

Title: _____

STATE OF TEXAS }
COUNTY OF ROCKWALL }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, _____, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the ____ day of _____, 2026.

_____
Notary Public in and for The State of Texas

APPROVED

I hereby certify that the above and foregoing Final Plat of HORIZON LAKES INFRASTRUCTURE ADDITION, PHASE 1 to the City of McLendon-Chisholm, Texas was approved by the Mayor of the City of McLendon-Chisholm on the ____ day of _____, 2026.

This approval shall be invalid unless the approved Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one year from said date of final approval. An extension may be granted by the City Council.

Said Addition shall be subject to all the requirements of the Platting Ordinance of the City of McLendon-Chisholm.

Witness my hand this the ____ day of _____, 2026.

_____
City Secretary
City of McLendon-Chisholm, Texas

_____ _____ _____
Mayor Date
City of McLendon-Chisholm, Texas

BOUNDARY CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	550.00'	17°16'00"	165.75'	S 78°23'25" E	165.12'
C2	175.00'	5°36'43"	17.14'	N 67°15'34" E	17.13'
C3	525.00'	62°04'19"	568.76'	N 80°42'35" E	541.35'
C4	380.00'	29°04'46"	197.94'	N 07°13'36" W	195.82'
C5	600.00'	41°48'01"	437.73'	N 13°35'14" W	428.09'
C6	885.00'	15°40'49"	242.20'	N 42°19'39" W	241.44'
C7	250.00'	58°36'50"	255.75'	N 79°28'28" W	244.74'
C8	200.00'	53°27'25"	186.60'	N 32°04'43" W	179.90'
C9	1015.00'	11°35'45"	205.42'	N 53°00'33" W	205.07'
C10	1265.00'	6°32'49"	144.54'	N 43°56'16" W	144.47'
C11	540.00'	6°21'19"	59.90'	S 52°02'21" W	59.87'
C12	460.00'	7°05'52"	56.98'	N 51°51'09" E	56.95'
C13	1265.00'	8°51'58"	195.74'	N 39°47'02" W	195.54'
C14	1765.00'	16°51'45"	525.33'	N 34°46'56" W	523.44'
C15	200.00'	43°53'23"	153.20'	N 65°09'30" W	149.49'
C16	500.00'	8°34'27"	74.82'	S 66°43'32" W	74.75'
C17	125.00'	84°05'33"	183.46'	N 04°39'14" W	167.43'
C18	885.00'	6°17'22"	97.15'	N 49°50'41" W	97.10'
C19	865.00'	20°51'00"	314.77'	N 42°33'53" W	313.04'
C20	758.00'	3°31'16"	46.58'	S 33°54'00" E	46.57'
C21	675.00'	98°28'11"	1160.07'	N 84°35'19" E	1022.48'
C22	130.00'	88°31'43"	200.86'	S 01°03'03" W	181.47'
C23	1888.00'	9°55'29"	327.03'	S 38°15'04" E	326.63'
C24	1888.00'	3°17'50"	108.65'	S 27°59'59" E	108.63'
C25	1162.00'	10°22'35"	210.44'	S 31°32'22" E	210.16'
C26	1157.00'	9°50'53"	198.87'	S 41°38'13" E	198.62'
C27	1162.00'	0°26'29"	8.95'	S 46°59'26" E	8.95'
C28	912.00'	11°09'57"	177.73'	S 52°47'39" E	177.45'
C29	200.00'	77°13'30"	269.57'	N 83°00'38" E	249.62'
C30	1970.00'	1°19'59"	45.84'	S 44°31'58" W	45.84'
C31	250.00'	46°51'01"	204.42'	S 20°26'28" W	198.78'
C32	217.31'	53°34'25"	203.19'	S 29°46'15" E	195.87'
C33	998.00'	26°33'37"	462.64'	S 43°16'39" E	458.51'
C34	5769.60'	1°08'20"	114.67'	N 87°33'47" W	114.67'

BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 03°12'08" E	52.82'
L2	N 45°05'00" W	30.01'
L3	N 66°23'21" E	105.61'
L4	N 74°57'34" E	55.96'
L5	S 84°10'27" E	55.29'
L6	S 70°04'30" E	59.33'
L7	S 69°45'25" E	98.94'
L8	S 87°01'25" E	183.04'
L9	N 02°28'40" W	79.64'
L10	N 64°27'13" E	36.83'
L11	S 02°28'40" E	112.64'
L12	S 68°15'16" E	40.93'
L13	N 49°40'25" E	29.06'
L14	N 70°16'19" E	189.93'
L15	N 44°51'02" E	85.33'
L16	N 15°28'55" E	74.54'
L17	N 05°30'55" E	93.32'
L18	N 67°03'48" W	22.13'
L19	N 35°50'40" W	80.02'
L20	N 10°31'18" W	23.37'
L21	N 26°21'04" W	134.85'
L22	N 43°12'49" W	74.72'
L23	N 18°59'14" W	68.50'
L24	N 52°36'27" W	48.85'
L25	N 52°59'23" W	100.00'
L26	N 57°51'37" E	107.00'
L27	S 45°18'54" W	62.53'
L28	S 44°41'06" E	60.00'
L29	S 43°12'49" E	88.59'
L30	S 59°31'22" E	22.37'
L31	N 57°28'04" E	83.70'
L32	S 57°28'04" W	85.18'
L33	S 03°56'09" E	22.77'
L34	S 26°21'04" E	134.95'
L35	N 49°53'27" E	5.01'
L36	S 03°09'47" W	6.54'
L37	S 45°40'25" E	33.68'
L38	S 46°24'35" E	26.46'
L39	S 54°24'35" E	23.51'
L40	N 67°17'39" E	122.01'
L41	S 22°42'20" E	84.29'
L42	S 08°25'27" E	157.31'
L43	S 39°12'37" E	148.85'
L44	S 21°57'45" E	189.66'
L45	N 87°04'03" W	149.06'

CENTERLINE LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 28°48'40" W	34.57'
L2	N 60°17'34" W	165.11'
L3	N 26°21'04" W	134.95'
L4	N 43°12'49" W	181.58'
L5	N 52°59'23" W	100.00'
L6	N 35°19'30" E	77.12'
L7	S 44°41'06" E	12.43'
L8	N 35°19'30" E	97.86'
L9	S 44°41'06" E	12.43'
L10	N 57°28'04" E	132.02'
L11	S 46°51'48" W	59.44'

CENTERLINE CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	950.00'	31°28'54"	521.98'	N 44°33'07" W	515.44'
C2	950.00'	13°04'54"	216.90'	N 53°45'07" W	216.43'
C3	1200.00'	20°51'36"	436.89'	N 36°46'52" W	434.48'
C4	1850.00'	16°51'45"	544.46'	N 34°46'56" W	542.50'
C5	950.00'	9°46'34"	162.09'	N 48°06'06" W	161.90'
C6	800.00'	20°51'00"	291.12'	N 42°33'53" W	289.52'
C7	525.00'	99°59'24"	916.21'	N 85°19'12" E	804.29'
C8	225.00'	99°59'24"	392.66'	N 85°19'12" E	344.69'
C9	450.00'	3°15'30"	25.59'	N 46°56'39" E	25.59'
C10	450.00'	22°26'22"	176.24'	S 59°47'35" W	175.11'
C11	500.00'	8°26'18"	73.64'	S 51°04'57" W	73.57'

LOT CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	340.00'	51°47'15"	307.31'	S 16°35'13" E	296.96'
C2	70.00'	110°36'52"	135.14'	N 82°12'43" E	115.11'
C3	340.00'	74°23'33"	441.45'	N 10°17'29" W	411.09'
C4	70.00'	131°01'17"	160.07'	S 67°00'05" W	127.41'
C5	631.50'	7°46'58"	86.15'	S 05°23'55" W	86.08'
C6	400.00'	37°18'05"	260.41'	N 16°58'08" W	255.84'
C7	390.00'	13°51'11"	94.29'	N 28°41'35" W	94.06'
C8	400.00'	20°35'26"	143.75'	N 11°58'38" E	142.98'
C9	390.00'	68°11'44"	464.19'	N 11°49'31" W	437.27'
C10	600.00'	19°18'57"	202.27'	N 36°15'55" W	201.32'
C11	125.00'	91°28'17"	199.56'	N 88°56'57" W	179.03'
C12	200.00'	94°57'02"	331.44'	N 82°48'01" E	294.79'

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
A	1	10987	0.252
A	2	6716	0.154
A	3	6716	0.154
A	4	6716	0.154
A	5	6716	0.154
A	6	6716	0.154
A	7	6716	0.154
A	8	6716	0.154
A	9	8762	0.201
A	10	8762	0.201
A	11	8762	0.201
A	12	8059	0.185
A	13	8059	0.185
A	14	8059	0.185
A	15	8059	0.185
A	16	8059	0.185
A	17	8895	0.204

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
B	1	11508	0.264
B	2	8617	0.198
B	3	8617	0.198
B	4	8617	0.198
B	5	8617	0.198
B	6	8098	0.186
B	7	7185	0.165
B	8	7185	0.165
B	9	7185	0.165
B	10	7185	0.165
B	11	7185	0.165
B	12	8234	0.189
B	13	11664	0.268
B	14	11646	0.267
B	15	11646	0.267
B	16	11646	0.267
B	17	11646	0.267
B	18	13387	0.307

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
C	1	41787	0.959

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
D	1	7854	0.180

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
AC	1	7854	0.180

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
AD	1	84359	1.937

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
AE	1	287890	6.609

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
AI	1	91537	2.101

OWNER
RLS (HORIZON) LLC
250 Vesey Street, 15th Floor
New York, NY 10281
602-629-9691

OWNER
MC TRILOGY TEXAS, LLC
8200 Douglas Avenue, Suite 300
Dallas, Texas 75225
214-532-9326

PROJECT INFORMATION
Project No.: MYT 21457
Date: February 4, 2026
Drawn By: WS
Scale: 1"=100'

SHEET 5 of 5

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
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214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
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FINAL PLAT
HORIZON LAKES INFRASTRUCTURE ADDITION
PHASE 2

1,620,904 SQUARE FEET OR 37.211 ACRES
LOT 1X, BLOCK AC, LOT 1X, BLOCK AD, LOT 1X, BLOCK AE, LOT 1X, BLOCK AI,
LOTS 1-17, BLOCK A, LOTS 1-18, BLOCK B, LOT 1X, BLOCK C, LOT 1X, BLOCK D
35 RESIDENTIAL LOTS
6 COMMON AREAS

SITUATED IN THE
ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO. 231
CITY OF McLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

BEING A PORTION OF A CALLED 650.0809 ACRE TRACT OF LAND (TRACT 1) AND A CALLED 243.2308 ACRE TRACT OF LAND (TRACT 2) TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER 20210000033261 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS
AND A PORTION OF A CALLED 2.136 ACRE TRACT OF LAND TO MC TRILOGY TEXAS, LLC AS RECORDED IN INSTRUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND ALL OF A TRACT OF LAND (TRACT 2 - PARCEL D) TO RLS (HORIZON) LLC AS RECORDED IN INSTRUMENT NUMBER 20250000006492 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

DEVELOPMENT AGREEMENT
(TRILOGY)

This Development Agreement (this "Agreement") is executed between MC Trilogy Texas, LLC, a Texas limited liability company (the "Owner") and the City of McLendon-Chisholm (the "City"), each a "Party" and collectively the "Parties" to be effective upon the Owner's acquisition of fee simple title to the Property and the In-City Property, both of which are hereinafter defined (the "Effective Date"). If the Owner does not acquire fee simple title to the Property and the In-City Property by December 31, 2022, this Agreement shall be null and void and of no further force or effect on such date.

ARTICLE I
RECITALS

WHEREAS, the Owner is the owner of that certain tract of land described on **Exhibit A** (the "Property") located wholly within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other town or city, and that certain tract of land described on **Exhibit B** (the "In-City Property") located wholly within the City's corporate limits; and

WHEREAS, pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the City will have and exercise exclusive governmental jurisdiction over the subdivision and platting of the Property and the design and construction of water, wastewater, drainage, roadway, and other public infrastructure to serve the Property and the In-City Property in accordance with this Agreement ("Public Infrastructure"), and Rockwall County will have and exercise no jurisdiction over such matters; and

WHEREAS, the Parties intend that the Property be developed: (i) as a quality, master-planned, mixed-use community including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City; and (ii) pursuant to binding, contractual development regulations that are approved by Owner and the City, that are recorded in the deed records of Rockwall County (so as to bind Owner and all future owners of the Property or any portion thereof), and that will provide regulatory certainty during the term of this Agreement; and

WHEREAS, the City is unable (at the current time and for the foreseeable future) to provide, or participate in the cost of, the Public Infrastructure that will allow the Parties' intended development of the In-City Property and the Property; and

WHEREAS, the City is unable (at the current time and for the foreseeable future) to provide full municipal services for the Parties' intended development of the In-City Property or the Property; and

WHEREAS, to facilitate the Parties' intended development of the In-City Property and the Property in a cost-effective and market-competitive manner, Owner submitted written petitions to the City Council of the City (the "City Council") dated October 8, 2021 requesting that the City Council consent to the creation of a municipal utility district encompassing the In-

City Property and the subsequent addition of the Property into such district (whether one or more, the "District") that will design, construct and install the Public Infrastructure necessary for the Parties' intended development of the In-City Property and the Property; and

WHEREAS, the City Council adopted Resolution No. 2021-11 dated October 13, 2021 consenting to the creation of the District and Resolution No. 2021-10 dated October 13, 2021 consenting to the District's addition of the Property into the boundaries of the District (collectively, the "Consent Resolution"); and

WHEREAS, the City has also consented to the creation of the District and the addition of the Property to the District as set forth in this Agreement; and

WHEREAS, the Parties intend that the consent given by the City (both in the resolutions referenced above and in this Agreement) to the creation of the District shall be unconditional and irrevocable and are given in full satisfaction of all statutory and regulatory requirements including, but not limited to, any applicable requirement for consent contained in the Texas Water Code, the Texas Local Government Code, or any rule, regulation, or policy promulgated by the Texas Commission on Environmental Quality (the "TCEQ") and by the Attorney General of the State of Texas (the "AG"); and

WHEREAS, the Parties intend that the District, or Owner as appropriate, will design, construct and install the Public Infrastructure: (i) at no cost or expense to the City; (ii) in accordance with the "Governing Regulations" as defined in this Agreement; and (iii) in accordance with the applicable requirements of the Texas Water Code, and the rules, regulations and policies of the TCEQ; and

WHEREAS, the Parties intend that the District, or Owner as appropriate, will design, construct and install the Public Infrastructure using funds advanced to the District by Owner; and that the District will thereafter reimburse Owner for such advances using the proceeds of bonds issued by the District and secured solely by ad valorem taxes levied on property within the District and by other funds legally available to the District (with the City having no responsibility or liability whatsoever for any District bonds); and

WHEREAS, RCH Water Supply Corporation ("RCH") currently holds the water certificate of convenience and necessity ("CCN") over the Property and a portion of the In-City Property; and

WHEREAS, no entity holds the wastewater certificate of convenience and necessity over the Property or the In-City Property; and

WHEREAS, the Parties intend that the City will be the retail provider of wastewater service to the Property and the In-City Property; and

WHEREAS, the City of Rockwall entered into that certain Wastewater Service Contract with the City dated March 24, 2008 (the "Rockwall Wastewater Agreement"), pursuant to which Rockwall will serve as the wholesale wastewater provider to the City; and

WHEREAS, the City intends to negotiate with the City of Rockwall for amendments to the Rockwall Wastewater Agreement to the extent necessary to allow the City to provide adequate wastewater service for the full development of the Property and the In-City Property for the Term of this Agreement; and

WHEREAS, the Parties' intended development of the Property, including the design, construction and installation of Public Infrastructure, will benefit the City and its current and future citizens, including the creation of substantial future tax base for the City, without any capital investment by the City; and

WHEREAS, the Parties intend that the City will consider an application by the Owner to rezone the In-City Property through the Chapter 211, Texas Local Government Code zoning process to allow a one acre minimum lot size for residential dwelling units on the approximately 179-acre In-City Property, as well as certain non-residential development, and acknowledge that nothing in this Agreement is intended to regulate the zoning or land use of the In-City Property or to require that the City approve any particular zoning of the In-City Property; 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 with respect to all provisions in this Agreement that pertain to the Property; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code.

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

ARTICLE II
DEVELOPMENT REGULATIONS

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

(a) the Concept Plan attached as **Exhibit C** as amended from time to time in accordance with this Agreement (the "Concept Plan"), which shall apply only to the Property; and

(b) the development regulations set forth on **Exhibit D** (the "Development Regulations"), which shall apply only to the Property; and

(c) the following building codes adopted by the City and in effect on the Effective Date: the provisions of the International Building Code (2018 edition), the International Residential Code (2018 edition), the International Energy Conservation Code (2018 edition), the International Mechanical Code (2018 edition), the International Plumbing Code (2018 edition), the International Fuel Gas Code (2018 edition), the International Property Maintenance Code (2018 edition), the National Electrical Code

(2020 edition), the International Fire Code (2018 edition) excluding all cul-de-sac size and dimension requirements, as well as amendments thereto adopted by Ordinance No. 2020-03 (the "Building Codes"), which shall apply to both the Property and the In-City Property; and

(d) the subdivision regulations of the City in effect on the Effective Date (the "Subdivision Regulations"), as amended by the special regulations set forth on **Exhibit E** (the "Special Regulations"), both of which shall apply to the Property and the In-City Property.

With the exception of zoning regulations that apply to the In-City Property, the Governing Regulations are exclusive, and no other City-adopted ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City after the Effective Date) apply to the development of the Property or the In-City Property. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties agree that the Governing Regulations shall include the City's exercise of exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of Public Infrastructure.

2.2 Concept Plan Revisions. The street layout and the location and configuration of open space areas shown on **Exhibit C** will comply with all Governing Regulations. In addition, any amendment to the Concept plan that is approved on a plat is deemed to be a City-approved amendment to the Concept Plan. All other revisions to the Concept Plan require the approval of the City Council, which shall not be unreasonably withheld.

2.3 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 the event of a conflict between this Agreement (including any exhibit attached hereto) and the Building Codes or the Subdivision Regulations, this Agreement (including all exhibits attached hereto) shall control.

ARTICLE III
DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties intend that the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, and the design, construction, installation, and inspection of Public Infrastructure, and that Rockwall County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plat Approval. Subdivision of the Property and the In-City Property requires approval of plats by the City in accordance with the Governing Regulations and this Agreement.

3.3 Public Infrastructure. The following requirements apply to both the In-City Property and the Property:

(a) The Public Infrastructure must be designed to comply with the Subdivision Regulations as amended by the Special Regulations, and no construction or installation of Public Infrastructure shall begin until plans and specifications have been approved by the City (which approvals must not be unreasonably withheld or delayed). Nothing herein is intended to waive or modify any applicable requirements for retail or wholesale providers to review and approve any water or wastewater construction plans.

(b) Inspections. The City acknowledges that all Public Infrastructure must be inspected as required by the rules of the TCEQ to the extent the costs and expenses paid or incurred by Owner in connection with such infrastructure will be reimbursable to Owner from bonds issued by the District or other funds legally available to the District. In order to avoid the duplication of time and expense of dual inspection and testing of Public Infrastructure, the Parties have agreed for inspection and testing of the Public Infrastructure as set forth in this section. The engineer for the District shall perform inspections of all Public Infrastructure and issue certifications to confirm compliance with City requirements and TCEQ requirements, and file copies of his or her reports with the City. Alternatively, at the City's option, the City's engineer may perform all inspections of Public Infrastructure, in which case the City shall require its engineer to issue certifications to confirm compliance with City requirements and TCEQ requirements.

3.4 Building Permits. No permanent structure (as such term may be defined, from time to time, by the District, but in any event, including every structure designed or intended for human occupancy and every accessory structure intended for human occupancy (a "Structure") shall be constructed unless a building permit has been issued by the City. Building permits shall not be unreasonably withheld, conditioned, or delayed. A building permit must be issued for any structure that complies with the applicable regulations. Except for model homes, no building permit may be issued for a Structure unless a final plat has been recorded for the lot on which the Structure is being constructed. Building permits must be issued for model homes prior to the recordation of a final plat if the Public Infrastructure to serve the model homes has been completed and inspected as required by Section 3.3 (including fire protection and excluding sewer); however, no model home may be sold to any end-buyer of a fully developed and improved lot within the Property ("End-Buyer") until a final plat has been recorded.

3.5 Certificate of Occupancy. Except for model homes, no Structure may be occupied until a Certificate of Occupancy has been issued by the City certifying that the Structure has been constructed in compliance with the applicable regulations, which certificates shall not be unreasonably withheld, conditioned, or delayed. Model homes may be occupied for the sole purpose of sales and marketing; however, no model home may be sold to or occupied by an End-Buyer until a Certificate of Occupancy has been issued.

ARTICLE IV
DEVELOPMENT CHARGES

4.1 Plat Review Fees. Development of the Property and the In-City Property shall be subject to payment to the City of the following fees (the "Plat Review Fees"): (a) for a preliminary plat, $280 per acre (or fraction thereof) within the plat plus the City's costs to hire a consultant to review the preliminary plat if City staff is not able to review the plat; and (b) for a final plat, $250 plus $5 per lot within the final plat, plus the City's costs to hire a consultant to review the final plat if City staff is not able to review the plat.

4.2 Plan Review Fees. Development of the Property and the In-City Property shall be subject to payment to the City of the reasonable and lawful costs to hire a consultant to review the District's plans and specifications for Public Infrastructure (the "Plan Review Fees").

4.3 Building Permit Fees. Development of the Property and the In-City Property shall be subject to payment to the City of the reasonable and lawful fees and charges applicable to the City's review of building construction plans, issuance of building permits, inspection of buildings, and issuance of certificates of substantial completion (the "Building Permit Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of a building permit application. The fee schedule applicable to the Property and the In-City Property shall be uniformly applicable to all development within the corporate limits of the City.

4.4 Flood Study Fee. A fee equal to the actual cost of the City's engineer's review of a new flood study for the In-City Property and the Property shall be paid to the City in connection with the City's analysis of any new flood study that is required by the Governing Regulations (the "Flood Study Fee"), which fee is required to be a reasonable market rate fee for a licensed professional engineer to review a flood study of a comparable scope.

4.5 City Fees. The Parties agree that the City may collect a $1,500 wastewater fee per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Wastewater City Fees"), which is a fee that shall be used to fund administrative and facility operation and maintenance costs associated with providing wastewater service to the Property and the In-City Property. If the City is the retail water provider to the Property and the In-City Property, the Parties agree that the City may collect a $1,000 water fee per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Water City Fees"), which is a fee that shall be used to fund administrative and facility operation and maintenance costs associated with providing water service to the Property and the In-City Property. The City agrees that no impact fees adopted pursuant to Chapter 395 of the Texas Local Government Code will be collected in connection with the development or use of the Property or the In-City Property. This Section 4.5 applies to both the Property and the In-City Property.

4.6 Public Safety Fees. The Parties agree that the City may collect a $250 public safety fee per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Public Safety Fees"), which fees shall be used to fund the City's provision of public safety services to the Property and the In-City Property. This Section 4.6 applies to both the Property and the In-City Property.

4.7 Exclusive Fees. Except for Plat Review Fees, Plan Review Fees, Building Permit Fees, Flood Study Fee, and Wastewater City Fees, the Water City Fees, and the Public Safety Fees (collectively, the "Fees"), no other fees or charges of any kind are due and payable to the City in connection with the development of the Property or the In-City Property.

ARTICLE V
RETAIL UTILITY SERVICE

5.1 Water. The Parties contemplate entering into a separate agreement at a later date regarding water service and water Public Infrastructure to serve the Property and the In-City Property.

5.2 Wastewater.

(a) The City agrees to be the retail provider of wastewater service to the Property and the In-City Property. The City agrees to negotiate in good faith with the City of Rockwall for amendments to the Rockwall Wastewater Agreement, and if necessary, negotiate in good faith with a different wholesale provider of wastewater service, to allow the City to provide adequate wastewater service for the full development of the Property as contemplated by this Agreement and the full development of the In-City Property as contemplated by the Owner's proposed PD zoning of the In-City Property as further described in Section 7.3(a) below (collectively, the "Full Development"), and will reserve such capacity for the Full Development.

(b) If (i) the City is unable or unwilling to provide wastewater service for the Full Development at any time; or (ii) prior to the annexation of the Property by the City the City has not entered into a written extension of the Rockwall Wastewater Agreement that extends the term of the agreement for at least the Term of this Agreement and provides for adequate capacity to provide retail wastewater service for the Full Development, or alternatively, has not entered into a new written wholesale wastewater agreement with the City of Rockwall or a different wholesale provider for a term that is at least the Term of this Agreement and that provides for adequate capacity to provide retail wastewater service for the Full Development, (1) the Owner or the District may construct and maintain a temporary wastewater treatment plant at a location approved by Owner and the City, with such approval not to be unreasonably withheld, delayed or conditioned, to serve all or a portion of the Full Development; and (2) the City consents to, and agrees to support the issuance of a discharge permit to allow the construction and maintenance for a temporary wastewater treatment plant for such purpose.

(c) If necessary for the City to provide adequate wastewater service to the Full Development, on behalf of and at no cost to the City, the Owner or the District may construct at a location approved by Owner and the City, with such approval not to be unreasonably withheld, delayed or conditioned, a temporary wastewater treatment plant to serve all or a portion of the Full Development, and the City consents to, and agrees to apply for and support the issuance of, a discharge permit to the City to allow the construction and maintenance of a temporary wastewater treatment plant for such purpose.

ARTICLE VI
CONSENT TO DISTRICT

6.1 Consent to the District Creation. This Agreement constitutes the irrevocable and unconditional consent of the City to the creation of the District thereof 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. The City further consents (a) to the authority of the District to include road powers pursuant to Section 54.234, Texas Water Code, as amended (by petition to and approval of the TCEQ or otherwise); (b) to expansions, from time to time, of the authority of the District (by special acts of the Texas legislature or otherwise) to include additional powers to exercise eminent domain, the right to divide, or other powers that are authorized by the Texas Constitution or by the laws of the State of Texas, as amended; and (c) the District's addition of the Property subsequent to the District's creation and following the City's annexation of the Property. The City further consents to divisions of the Districts and to boundary adjustments among the resulting districts in the form of exclusions and additions of land within the In-City Property and the Property.

6.2 Consent Resolutions; Other Documents. The City agrees to adopt such further ordinances or resolutions and execute such further documents as may reasonably be requested by Owner, the TCEQ, the AG, or the District to evidence the City's consents as set forth in this Agreement and in the Consent Resolution.

6.3 No Limitation of Powers. Nothing in this Article VI 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 the District.

6.4 Full Satisfaction. The consents contained in this Article VI 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; (b) with the understanding that the District Consents are irrevocable and cannot be withdrawn or modified in any way by the City or by any action of the City Council without the prior written approval of Owner; (c) 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; and (d) with the understanding that the District Consents shall not be

affected by: (1) any default under this Agreement, whether by Owner or any other person or entity that is or hereafter becomes bound by this Agreement, (2) any other act or omission by Owner or any other person or entity, whether or not related to this Agreement, the In-City Property, or the Property, or (3) any act or omission by the District, whether or not related to this Agreement, the In-City Property, or the Property.

6.5 Dissolution by City.

(a) The City hereby acknowledges and agrees that: (i) the District's purpose and function include the acquisition, construction, and financing of all Public Infrastructure necessary for the full development of the area within the District, including the Property and In-City Property (the "District Area"); (ii) the District currently has no funds legally available for such purpose and function; (iii) the District will enter into obligations to secure funds and perform such purpose and function in the form of one or more developer reimbursement agreements (a "Developer Reimbursement Agreement") with Owner and other developers of land within the District Area; and (iv) the District intends to meet its obligations and perform its function so as to reimburse such developers to the maximum extent permitted for all monies advanced or to be advanced on behalf of the District pursuant to each Developer Reimbursement Agreement and complete the acquisition and construction of all Public Infrastructure necessary for full development of the District Area.

(b) If the City dissolves the District prior to the District's completion of performance of its function and purpose of the acquisition and construction of all Public Infrastructure necessary for full development of the District Area, and reimbursement of each developer for monies advanced to or on behalf of the District for such purposes to the maximum extent permitted under a Developer Reimbursement Agreement, on the effective date of District dissolution the City shall (i) pay in cash to each developer who has advanced monies to or on behalf of the District pursuant to a Developer Reimbursement Agreement, to the maximum extent permitted under the Developer Reimbursement Agreement, an amount equal to actual costs incurred by developer in connection with the Public Infrastructure that has not been reimbursed as of the date of dissolution as required under the terms of the Developer Reimbursement Agreement; and (ii) be deemed to have assumed all of the District's ongoing contractual obligations, including, but not limited to, the District's obligations to reimburse a developer to the maximum extent permitted hereunder for future expenditures to be made subsequent to the date of dissolution for Public Infrastructure in accordance with any then existing Developer Reimbursement Agreement, with the source of funds for the City's payment being proceeds of bonds, notes or other obligations the City determines to issue for such purpose or other legally available funds of the City. All obligations assumed by the City, including obligations to issue bonds, notes or other obligations for the payment to a developer, shall be subject to all conditions, restrictions or other limitations applicable to the District under this Agreement, the Facilities Agreement between the City and the owners of the Property and the In-City Property effective on the Effective Date of this Agreement (the "Facilities Agreement"), and the Consent Resolution, including for the issuance of Bonds. This obligation is conditional upon the acquisition and construction of such Public Infrastructure by a developer, in lieu of the District, in the manner required

by the Developer Reimbursement Agreement. This Section 6.5 survives the termination or expiration of this Agreement and the Facilities Agreement.

(c) Should the City determine to proceed with dissolving the District, the City shall give the District and Owner and all other owners of land within the District nine (9) months advance written notice of its intent prior to initiation of formal dissolution proceedings. Upon receipt of such notice, the Parties will meet with the City to confirm the status of the outstanding obligations of each of the Parties under this Agreement.

(d) The Parties intend for the obligations of the District under this Agreement to constitute "obligations" of the District within the meaning of Section 43.074, Local Government Code. The Parties further intend in the event that the City adopts an ordinance dissolving the District, the City shall assume all of the obligations of the District, including those set forth in this Agreement, to the fullest extent permitted by law and the terms of the Development Agreement, Facilities Agreement, and this Agreement.

6.6 Notice. Pursuant to Section 49.452 of the Texas Water Code, purchasers of land within the District will receive notices in a format that is substantially the same as the one attached as **Exhibit R** in compliance with such statute.

ARTICLE VII
ADDITIONAL PROVISIONS

7.1 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.

7.2 Term. The term of this Agreement shall be 45 years after the Effective Date ("Term").

7.3 Annexation and Zoning; Public Safety Site Dedication Following Annexation.

(a) The Property shall remain in the ETJ of the City and be immune from full purpose annexation until such time the Owner submits a notarized request for voluntary annexation of the Property to the City, which the Owner shall do within 30 days after all of the following conditions have been satisfied: (i) the In-City Property has been zoned as a planned development district with regulations consistent with those that apply to the Property pursuant to this Agreement (excluding commercial land use regulations, which shall not apply to the In-City Property) and the Governing Regulations, (ii) the City and the owners of the Property and the In-City Property have entered into the Facilities Agreement; (iii) the District has been created by the TCEQ; and (iv) District elections have been held confirming the creation of the District and its initial directors and

authorizing the District to levy a maintenance tax. Nothing in this subsection shall be construed as requiring the City Council to adopt a particular zoning ordinance for the In-City Property, and part (i) of this subsection merely constitutes a condition precedent to annexation of the Property. Annexation of the Property by the City shall not impact the Term of this Agreement or the continued applicability of this Agreement.

(b) Within 30 days after the annexation of the Property, the City agrees to consider zoning the Property as a planned development district with regulations consistent with this Agreement; however, this Agreement shall control in the event of any conflict between this Agreement and the future zoning of the Property.

(c) Within 180 days after the annexation of the Property in accordance with this Section 7.3, the Owner and the City shall mutually approve the location of a minimum two-acre public safety site within the Property or the In-City Property, which approval shall not be unreasonably withheld by either Party, and the Owner shall dedicate such site to the City at no cost to the City. If the Parties cannot agree on the location of the public safety site, the 180-day period shall be extended automatically until the Parties reach an agreement and the site is dedicated to the City. The deed conveying the public safety site to the City may contain restrictions limiting the use of such land to public safety purposes and may contain reversion language that causes ownership of the land to revert to the Owner if the City does not construct a public safety building on the public safety site within ten years after the conveyance to the City.

7.4 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 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (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); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). Notices given pursuant to this section shall be addressed as follows:

To the City:

Attn: City Administrator
City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032
E-mail: lisa@mclendon-chisholm.com

With a copy to:

Attn Michael Halla,
City of McLendon-Chisholm Attorney
12655 North Central Expressway, Ste. 1000
Dallas, Texas 75243
E-mail: mhalla@hallalawfirm.com

To the Owner:	Attn: Phillip Huffines 8200 Douglas Avenue, Suite 300 Dallas, Texas 75225 E-mail: pwh@huffinescommunities.com
With a copy to:	Attn: Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, TX 75218 E-mail: misty.ventura@svlandlaw.com
To the District:	Board of Directors Rockwall County Municipal Utility District No. 10 c/o Crawford & Jordan LLP 19 Briar Hollow Lane, Suite 245 Houston, Texas 77027 E-mail: cjordan@crawlaw.net
With a copy to:	Attn: Mr. Christopher Jordan Crawford & Jordan LLP 19 Briar Hollow Lane, Suite 245 Houston, Texas 77027 E-mail: cjordan@crawlaw.net

7.5 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto (excluding amendments to the Concept Plan, which shall be maintained in a file kept by the City Secretary) shall be recorded in the deed records of Rockwall County. In addition, all assignments to this Agreement shall be recorded in the deed records of Rockwall County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer 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, developer, 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.

7.6 Events of Default. The Owner shall not be in default under this Agreement until the City has given notice of the alleged failure to perform (which notice shall set forth in reasonable detail the nature of the alleged failure) and until the Owner 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 30 days after written notice of the alleged failure has been given). In addition, the Owner shall not be in default under this

Agreement if, within the applicable cure period, the Owner begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

7.7 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:

(a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the City to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract); or

(c) adversely affect or impair the current or future obligations of the City to provide any service to any portion of the Property; or

(d) entitle the aggrieved Party to seek or recover exemplary damages; or

(e) adversely affect or impair the effectiveness or validity of any District Consents; or

(f) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds) or the day-to-day administration of the District; or

(g) allow the Property to be annexed except as contemplated and authorized by this Agreement;

(h) entitle either Party to receive attorney's fees; or

(i) limit the Term.

7.8 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The City waives its governmental immunity from suit and immunity from liability as to any action brought by a Party (or by the District) to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has

with respect to suits against the City by persons or entities other than the District or a Party to this Agreement.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

(c) It is also expressly agreed by the Parties that the City shall be immune from, and the Owner hereby waives, any claim for failure on the part of the City to perform, or the manner of performance, of any of its traditional governmental functions as defined and contained in Section 101.0215(a) of the Texas Civil Practice and Remedies Code, but only to the extent such immunity and waiver are consistent with the provisions of Texas Local Government Code Section 212.172, as amended, and Section 7.8(d) below. It is further expressly agreed by the Parties that this paragraph is a material term for the City, without which the City would not have entered into this Agreement.

(d) The Parties agree that nothing in this Agreement waives the rights of either Party to seek relief for any violation of any federal or state law,

7.9 Assignment by Owner to the District. Owner has the right to assign to the District those portions of this Agreement concerning the provision of water and/or wastewater service to the Property and the design, construction, installation, maintenance, and repair of parks or open space and any Public Infrastructure, including, but not limited to, water, wastewater, stormwater, roadway, and detention Public Infrastructure. Thereafter, for the limited purposes of such assignment, the District shall be considered an "Assignee," and therefore a Party, for purposes of this Agreement. Each assignment shall be in writing executed by Owner and the District and shall obligate the District to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the District for the performance of all obligations assigned to the District and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the District's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not given to the City within 15 days after execution, Owner shall not be released until the City receives the assignment. No assignment by Owner shall release Owner from any liability resulting 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 the District, including a copy of each executed assignment, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

7.10 Assignment by Owner. 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 is or will become an owner of any portion of the

Property or that is an entity that is controlled by or under common control with Owner. 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. A copy of each assignment shall be provided to all Parties within 15 days after execution. 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 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. An Assignee shall be a "Party" and the "Owner" for purposes of the obligations, rights, title, or interests being assigned. The City shall not assign this Agreement.

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

7.12 No Restriction on Property Transfer. No provision of this Agreement shall limit the ability of the Owner or any other person to transfer voluntarily or involuntarily its right, title, or interest in or to all or any portion of the Property.

7.13 Releases. From time to time upon written request of Owner or the District, the City Administrator shall execute, in recordable form, a release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and Development Regulations.

7.14 Estoppel Certificates. From time to time upon written request of Owner or the District, the City Administrator will execute a written estoppel certificate identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement.

7.15 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS PROVIDED IN THIS SECTION, OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM: (A) OF "VESTED" OR "PROTECTED" DEVELOPMENT OR OTHER PROPERTY RIGHTS ARISING FROM CHAPTERS 43 OR 245, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR OTHERWISE ARISING FROM COMMON LAW OR OTHER STATE OR FEDERAL LAWS; (B) THAT ANY GOVERNING REGULATION DEFINED IN ARTICLE II OF THIS AGREEMENT, ON ITS FACE OR AS APPLIED TO THE PROPERTY OR ANY PORTION THEREOF, VIOLATES ANY LOCAL, STATE, OR FEDERAL LAW; OR (C) THAT AN ACTION BY THE CITY CONSTITUTES A "TAKING" OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR THE IN-CITY PROPERTY OR AN ILLEGAL EXACTION.

7.16 Manufactured Housing. Notwithstanding any other provision of this Agreement to the contrary, HUD-certified manufactured homes may be located within the In-City Property and the Property, from time to time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). Owner will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied. Manufactured homes permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a Certificate of Occupancy; (d) do not otherwise have to comply with the Governing Regulations in the case of the Property or zoning regulations in the case of the In-City Property; (e) do not require any permit or other approval by the City; (f) are not subject to payment of any of the Fees; and (g) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes must have adequate access for fire protection.

7.17 Water Wells. Water wells may be drilled within the In-City Property and the Property to provide irrigation water and water for domestic use, including, but not limited to, use by the residents of the manufactured housing described in Section 7.16 above; subject, however, to all applicable rules and regulations of Rockwall County and the TCEQ.

7.18 Interpretation. 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.

7.19 Authority and Enforceability. The City represents and warrants that this Agreement has been approved and adopted 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, and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. 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.

7.20 Entire Agreement; Severability. This Agreement, together with the Facilities 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, (a) 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, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ.

7.21 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 In-City Property or 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 this Agreement, 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.

7.22 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 Rockwall County. Venue for any action to enforce or construe this Agreement shall be in Rockwall County.

7.23 Non 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.

7.24 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. If the District is not an Assignee, the District shall be considered a third-party beneficiary of this Agreement. 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. 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.

7.25 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 ten 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, including, but not limited to, events or circumstances caused by a pandemic or flooding

7.26 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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.

7.27 Iran, Sudan and Foreign Terrorist Organizations. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a

governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Owner represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or 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; ttps://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

7.28 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.

7.29 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

7.30 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under

Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

7.31 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.

7.32 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

7.33 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	Metes and Bounds Description of the In-City Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Special Regulations
Exhibit F	Product Type Illustrations
Exhibit G	Repetition Restrictions
Exhibit H	Mailbox Design
Exhibit I	Parks, Open Space, and Trail Plan
Exhibit J	Street Sections
Exhibit K	Architectural Guidelines
Exhibit L	Trash Can Pads
Exhibit M	Address Plaques
Exhibit N	Fence Design for Single Family Detached
Exhibit O	Realtor and Builder Sign Specifications
Exhibit P	Sidewalks
Exhibit Q	Shrub Planting Locations
Exhibit R	District Notice

Executed by Owner and the City to be effective on the Effective Date.

ATTEST:

Name: Rochelle Green
Title: City Secretary

CITY OF MCLENDON-CHISHOLM

By: Keith W Shoet
Name: Keith W Shoet
Title: Mayor

Date: 10/27/2021

APPROVED AS TO FORM AND LEGALITY:

Name:
City Attorney

CITY OF McLENDON-CHISHOLM CORPORATE SEAL TEXAS

STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on 1027, 2021 by Judy Rhoades, _____ of the City of McLendon-Chisholm Texas on behalf of said city.

Judy Rhoades
Notary Public, State of Texas

JUDY RHOADES
Notary Public, State of Texas
Comm. Expires 02-03-2024
Notary ID 379676-1

OWNER:

MC Trilogy Texas, LLC,
a Texas limited liability company

By:_____
Phillip Huffines, Managing Director

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on Oct. 27, 2021 by Phillip Huffines, Managing Director of MC Trilogy Texas, LLC, a Texas limited liability company on behalf of said company.

ROXANNE CABRERA
Notary ID #12217308
My Commission Expires
March 20, 2025

_____
Notary Public, State of Texas

Exhibit A
Metes and Bounds Description of the Property

ETJ TRACT 1

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN RABBIT RIDGE ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), AT THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 44°16'29" E a distance of 89.26'to a point for corner;

THENCE N 44°15'17" E a distance of 1492.27'to a point for corner;

THENCE S 45°49'51" E a distance of 3464.03'to a point for corner;

THENCE N 45°15'27" E a distance of 845.37'to a point for corner;

THENCE S 45°20'50" E a distance of 770.32'to a point for corner;

THENCE S 45°52'07" E a distance of 371.76'to a point for corner;

THENCE S 45°39'45" E a distance of 866.70'to a point for corner;

THENCE S 45°04'02" E a distance of 400.01'to a point for corner;

THENCE S 44°19'52" W a distance of 614.77'to a point for corner;

THENCE S 44°19'52" W a distance of 618.71'to a point for corner;

THENCE S 45°40'08" E a distance of 706.56'to a point for corner;

THENCE S 44°23'53" W a distance of 1352.29'to a point for corner;

THENCE S 44°42'29" W a distance of 1349.67'to a point for corner;

THENCE N 45°05'00" W a distance of 30.40'to a point for corner;

THENCE S 68°20'00" W a distance of 151.80'to a point for corner;

THENCE N 88°15'00" W a distance of 274.51'to a point for corner;

THENCE N 88°15'00" W a distance of 102.49'to a point for corner;

THENCE N 87°05'36" W a distance of 499.42'to a point for corner;

THENCE N 88°20'23" W a distance of 365.10'to a point for corner;

THENCE N 45°00'00" W a distance of 1596.73'to a point for corner;

THENCE N 45°00'00" E a distance of 1050.00'to a point for corner;

THENCE N 45°00'00" W a distance of 150.87'to a point for corner;

THENCE N 48°33'57" E a distance of 83.82'to a point for corner;

THENCE N 08°18'57" E a distance of 54.00'to a point for corner;

THENCE N 43°11'03" W a distance of 104.00'to a point for corner;

THENCE N 12°41'03" W a distance of 111.00'to a point for corner;

THENCE N 39°33'57" E a distance of 93.00'to a point for corner;

THENCE S 89°11'03" E a distance of 140.00'to a point for corner;

THENCE N 33°48'57" E a distance of 108.00'to a point for corner;

THENCE N 81°48'57" E a distance of 98.00'to a point for corner;

THENCE N 13°18'57" E a distance of 143.00'to a point for corner;

THENCE N 61°11'03" W a distance of 57.00'to a point for corner;

THENCE N 44°56'03" W a distance of 123.00'to a point for corner;

THENCE N 08°56'03" W a distance of 57.00'to a point for corner;

THENCE N 86°18'57" E a distance of 129.00'to a point for corner;

THENCE N 40°03'57" E a distance of 128.00'to a point for corner;

THENCE N 57°03'57" E a distance of 110.00'to a point for corner;

THENCE N 69°48'57" E a distance of 81.15'to a point for corner;

THENCE N 41°14'57" W a distance of 2018.90'to a point for corner;

THENCE N 40°35'51" W A DISTANCE OF 1575.68' TO THE POINT OF BEGINNING, CONTAINING 19,245,590.6 SQUARE FEET, OR 441.818 ACRES OF LAND MORE OR LESS.

ETJ TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN PULLEN ROAD,(A VARIABLE WIDTH RIGHT-OF-WAY), AT THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 45°52'07" E a distance of 836.75' to a point for corner;

THENCE N 44°13'38" E a distance of 717.19' to a point for corner;

THENCE S 45°44'07" E a distance of 1529.00' to a point for corner;

THENCE S 45°00'00" W a distance of 1708.95' to a point for corner;

THENCE N 45°00'00" W a distance of 1750.00' to a point for corner;

THENCE S 45°00'00" W a distance of 800.00' to a point for corner;

THENCE S 45°00'00" E a distance of 600.00' to a point for corner;

THENCE S 45°00'00" W a distance of 1092.91' to a point for corner;

THENCE N 88°13'09" W a distance of 163.88' to a point for corner;

THENCE N 86°06'41" W a distance of 301.66' to a point for corner;

THENCE N 88°15'00" W a distance of 1073.00' to a point for corner;

THENCE N 01°45'00" E a distance of 65.55' to a point for corner;

THENCE N 44°34'36" E a distance of 928.59' to a point for corner;

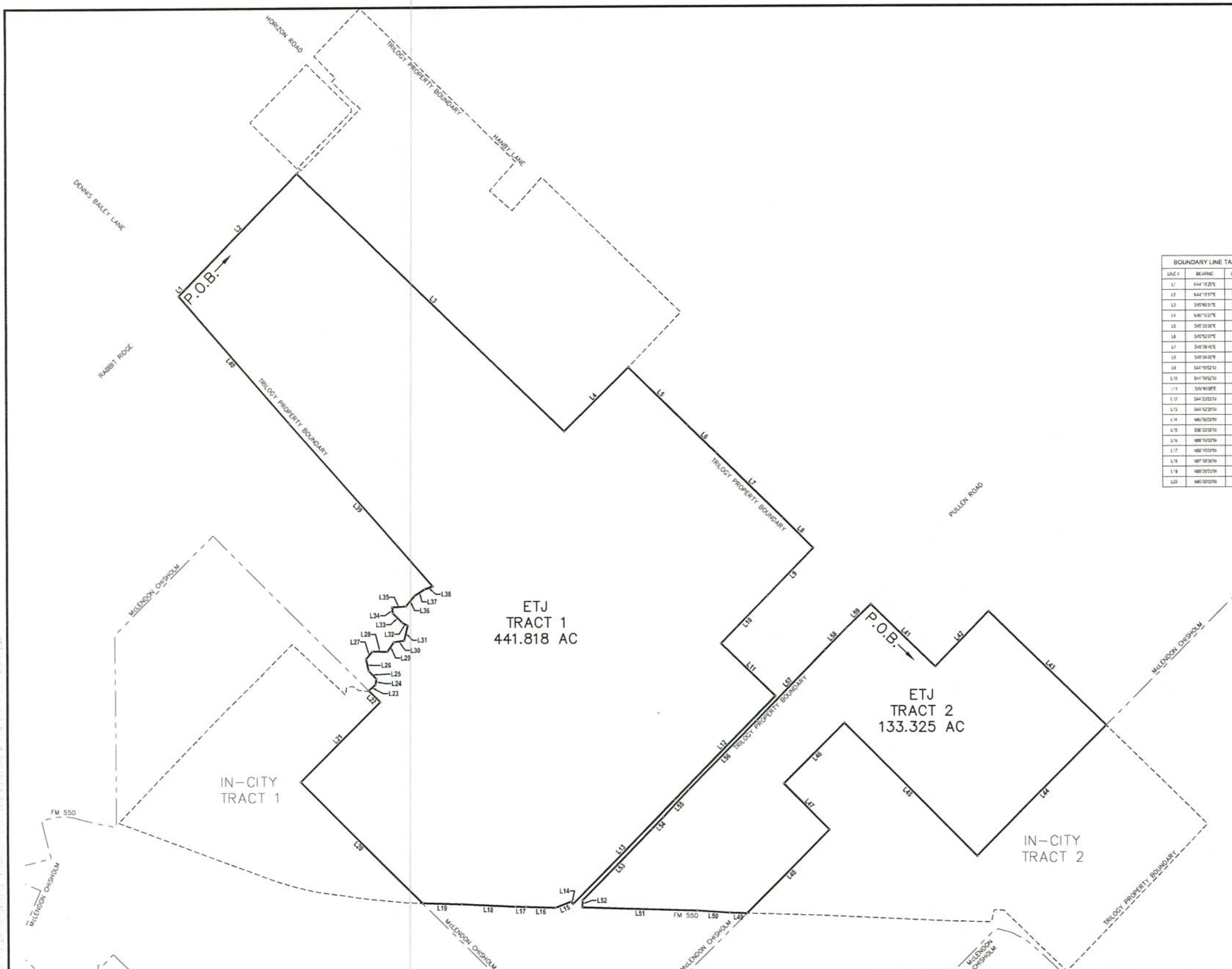
THENCE N 44°31'40" E a distance of 151.79' to a point for corner;
THENCE N 43°28'23" E a distance of 346.55' to a point for corner;

THENCE N 44°43'11" E a distance of 901.86' to a point for corner;

THENCE N 44°06'02" E a distance of 914.03' to a point for corner;

THENCE N 44°44'29" E a distance of 285.28' to a point for corner;

THENCE N 45°50'03" E A DISTANCE OF 322.68' TO THE POINT OF BEGINNING, CONTAINING 5,807,645.3 SQUARE FEET, OR 133.325 ACRES OF LAND MORE OR LESS.



BOUNDARY LINE TABLE		
LINE #	BEARING	LENGTH
L1	N44°16'20"E	89.26'
L2	N44°15'17"E	1492.27'
L3	S45°49'51"E	3464.63'
L4	N45°15'27"E	845.37'
L5	S45°20'00"E	770.32'
L6	S45°52'07"E	371.76'
L7	S45°39'45"E	868.70'
L8	S45°04'02"E	400.01'
L9	S44°19'52"W	614.77'
L10	S44°19'52"W	618.71'
L11	S45°40'08"E	706.56'
L12	S44°23'53"W	1352.29'
L13	S44°42'29"W	1349.67'
L14	N45°06'00"W	30.40'
L15	S56°20'00"W	151.89'
L16	N88°15'00"W	274.51'
L17	N88°15'00"W	103.49'
L18	N87°08'36"W	499.42'
L19	N88°20'23"W	365.10'
L20	N45°00'00"W	1596.73'

BOUNDARY LINE TABLE		
LINE #	BEARING	LENGTH
L21	N45°30'00"E	1050.00'
L22	N45°00'00"W	150.87'
L23	N45°30'57"E	83.82'
L24	N08°18'57"E	54.07'
L25	N43°11'03"W	104.00'
L26	N12°41'03"W	111.00'
L27	N39°33'57"E	53.07'
L28	S89°11'03"E	140.30'
L29	N03°48'57"E	108.30'
L30	N81°48'57"E	98.07'
L31	N12°18'57"E	143.30'
L32	N61°11'03"W	57.07'
L33	N44°56'03"W	123.00'
L34	N68°56'03"W	57.30'
L35	N80°18'57"E	129.00'
L36	N43°33'57"E	128.00'
L37	N57°33'57"E	110.00'
L38	N69°48'57"E	81.10'
L39	N41°14'57"W	2016.97'
L40	N40°35'51"W	1575.60'

BOUNDARY LINE TABLE		
LINE #	BEARING	LENGTH
L41	S45°52'31"E	526.79'
L42	N44°13'38"E	717.19'
L43	S45°44'37"E	1528.03'
L44	S45°10'00"W	1708.09'
L45	N45°03'56"W	1750.03'
L46	S45°00'00"W	800.03'
L47	S45°00'30"E	600.03'
L48	S45°00'00"W	1062.51'
L49	N88°13'06"W	163.88'
L50	N86°08'41"W	301.88'
L51	N88°13'00"W	1073.03'
L52	N01°45'20"E	63.55'
L53	N44°54'38"E	928.57'
L54	N44°31'40"E	151.79'
L55	N43°28'23"E	348.55'
L56	N44°43'11"E	901.80'
L57	N44°06'02"E	914.03'
L58	N44°44'29"E	285.28'
L59	N45°56'03"E	322.88'

400 200 0 400
SCALE IN FEET
1" = 400'

TRILOGY

DISTRICT BOUNDARY EXHIBIT
McLENDON CHISHOLM ETJ

CLIENT
HUFFINES COMMUNITIES
8200 Douglas Ave, Ste. 300
Dallas, Texas 75225
PH. 972.860.2141

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825 Watters Creek Boulevard, Suite M300
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www.tnpinc.com
TBPELS: ENGR F-230; SURV 10011600, 10011601, 10194381
GBPE: PEF007431; TBAE: BR 2673

Exhibit B
Metes and Bounds Description of the In-City Property

TRACT 1

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550 (VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN VOLUME 41 AT PAGES 545 565 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS AT THE RECOGNIZED SOUTHWEST CORNER OF SAID TRACT;

THENCE NORTH 44° 03' 50" EAST A DISTANCE OF 1,220.15 FEET TO A POINT FOR CORNER, SAID POINT BEING THE SOUTH CORNER OF A CALLED 58.110 ACRE TRACT OF LAND DESCRIBED IN DEED TO DONALD R. HOLLAWAY RECORDED UNDER COUNTY CLERKS FILE NUMBER 2011-00444931 (VOL. 6347, PG. 221) OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE NORTH 44° 24' 01" EAST AND FOLLOWING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 258.18 FEET TO A POINT FOR CORNER;

THENCE NORTH 45°44'54" EAST AND CONTINUING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 353.97 FEET TO A POINT FOR CORNER;

THENCE NORTH 44° 38' 21" EAST AND CONTINUING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 485.74 FEET TO A POINT FOR THE MOST EASTERLY CORNER OF SAID HOLLOWAY 58.110 ACRE TRACT AT ITS INTERSECTION WITH THE SOUTHWEST LINE OF A CALLED 89.287 ACRE TRACT OF LAND DESCRIBED IN DEED TO HOLLOWAY FAMILY LIMITED PARTNERSHIP AS RECORDED UNDER COUNTY CLERKS FILE NUMBER 20150000020975 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE SOUTH 46° 15' 24" EAST AND FOLLOWING ALONG THE SOUTHWEST LINE OF SAID HOLLOWAY FAMILY LIMITED PARTNERSHIP 89.287 ACRE TRACT A DISTANCE OF 685.89 FEET TO THE MOST SOUTHERLY CORNER OF SAID 89.287 ACRE TRACT, SAID POINT BEING IN A SOIL CONSERVATION LAKE AND CALLED IN THE OLD MEANDERS OF LONG BRANCH CREEK;

THENCE FOLLOWING ALONG THE SOUTHEASTERLY LINE OF SAID HOLLOWAY FAMILY LIMITED PARTNERSHIP 89.287 ACRE TRACT AND ALONG THE CALLED OLD MEANDERS OF LONG BRANCH CREEK AS FOLLOWS;

(1) NORTH 09° 48' 57" EAST A DISTANCE OF 71.41 FEET TO A POINT CORNER;

(2) NORTH 81° 03' 57" EAST A DISTANCE OF 56.00 FEET TO A POINT FOR CORNER;

(3) SOUTH 56° 56' 03" EAST A DISTANCE OF 69.00 FEET TO A POINT FOR CORNER;

(4) SOUTH 83° 11' 03" EAST A DISTANCE OF 85.00 FEET TO A POINT FOR CORNER;

(5) NORTH 48° 33' 57" EAST, A DISTANCE OF 10.18 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE CALLED OLD MEANDERS OF LONG BRANCH CREEK AND THROUGH THE INTERIOR OF SAID PREMISES AS FOLLOWS;

(1) SOUTH 45° 00' 00" EAST, A DISTANCE OF 150.87 FEET TO A POINT FOR CORNER;

(2) SOUTH 45° 00' 00" WEST, A DISTANCE OF 1050.00 FEET TO A POINT FOR CORNER;

(3) SOUTH 45° 00' 00" EAST, A DISTANCE OF 1596.73 FEET TO A POINT FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550;

THENCE NORTH 88° 20' 23" WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 135.23 FEET TO A POINT FOR CORNER;

THENCE NORTH 84° 16' 25" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 405.48 FEET TO A POINT FOR CORNER;

THENCE NORTH 81° 36' 51" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 451.13 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,846.18 FEET, WITH A CENTRAL ANGLE OF 09° 17' 58", AND A CHORD BEARING NORTH 74°08'20" WEST AT A DISTANCE OF 461.45 FEET;

THENCE WESTERLY AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550 AND SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 461.95 FEET TO A POINT FOR CORNER;

THENCE NORTH 69° 29' 21" WEST CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550A DISTANCE OF 1,496.23 FEET TO THE POINT OF BEGINNING CONTAINING 3,011,847 SQUARE FEET, OR 69.143 ACRES OF LAND MORE OR LESS.

TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE RECOGNIZED EAST CORNER OF THIS TRACT IN THE SOUTHWEST LINE OF A 25.279 ACRE TRACT OF LAND DESCRIBED IN DEED TO REGGIE L. HICKERSON RECORDED UNDER VOLUME 2388, PAGE 198 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS, SAID POINT BEING THE MOST NORTHERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO RONALD PRICE AND SHARON DUBACK RECORDED UNDER VOLUME 1591, PAGE 111 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE SOUTH 43 °56' 42" WEST AND DEPARTING THE SOUTHWEST LINE OF SAID 2.79 ACRE TRACT TO REGGIE L. HICKERSON AND FOLLOWING ALONG THE NORTHWEST LINE OF SAID RONALD PRICE AND SHARON DUBACK TRACT A DISTANCE OF 1,902.97 FEET TO A POINT FOR CORNER; SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID RONALD PRICE AND SHARON DUBACK TRACT;

THENCE NORTH 45° 35' 00" WEST A DISTANCE OF 819.44 FEET TO A POINT FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF F.M. ROAD 550 (VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN VOLUME 41 AT PAGES 545 565 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE NORTH 86° 58' 39" WEST AND CONTINUING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 89.89 FEET TO A POINT FOR CORNER;

THENCE SOUTH 14° 01' 34" WEST AND CONTINUING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 113.82 FEET TO A POINT FOR CORNER;

THENCE NORTH 88° 27' 27" WEST AND FOLLOWING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 445.63 FEET TO A POINT FOR CORNER;

THENCE NORTH 87° 13' 22" WEST AND FOLLOWING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 1,052.71 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5,769.60 FEET, A CENTRAL ANGLE OF 01° 08' 00", AND A CHORD BEARING NORTH 87°39'09" WEST AT A DISTANCE OF 114.12 FEET;

THENCE WESTERLY AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 AND FOLLOWING ALONG SAID CURVE FOR AN ARC DISTANCE OF 114.12 FEET;

THENCE NORTH 88° 13' 09" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 669.98 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 AND THROUGH THE INTERIOR OF SAID PREMISES AS FOLLOWS;

(1) NORTH 45° 00' 00" EAST, A DISTANCE OF 1,092.91 FEET TO A POINT FOR CORNER;

(2) NORTH 45° 00' 00" WEST, A DISTANCE OF 600.00 FEET TO A POINT FOR CORNER;

(3) NORTH 45° 00' 00" EAST, A DISTANCE OF 800.00 FEET TO A POINT FOR CORNER;

(3) SOUTH 45° 00' 00" EAST, A DISTANCE OF 1,750.00 FEET TO A POINT FOR CORNER;

(4) NORTH 45° 00' 00" EAST, A DISTANCE OF 1,708.95 FEET TO A POINT FOR CORNER ON THE RECOGNIZED NORTHEAST LINE OF THIS TRACT;

THENCE SOUTH 45° 44' 07" EAST ALONG SAID RECOGNIZED LINE, A DISTANCE OF 1317.93 FEET TO THE POINT OF BEGINNING CONTAINING 4,787,547 SQUARE FEET, OR 109.907 ACRES OF LAND MORE OR LESS.

TRILOGY
DISTRICT BOUNDARY EXHIBIT
McLENDON CHISHOLM
CLIENT
HUFFINES COMMUNITIES
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Plano, Texas 75023
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825 Watters Creek Boulevard, Suite M200
Allen, Texas 75013
214.461.9887 ph 214.461.9864 fx
www.tnpinc.com
TBPE#3. EMAIL: P-200 SURV 100150-00, 100150-01, 10018301
DATE: FEBRUARY, 13th, 2023
IN–CITY
TRACT 2
109.907 AC
P.O.B.
IN–CITY
TRACT 1
69.143 AC
P.O.B.
ETJ
TRACT 2
ETJ
TRACT 1
McLENDON CHISHOLM
FM 550
PULLIN ROAD
HAGEY LANE
HOBSON ROAD
RABBIT RIDGE
DENNIS BAILEY LANE
PROJECT PROPERTY BOUNDARY
BOUNDARY CURVE TABLE
BOUNDARY LINE TABLE
SCALE IN FEET
1" = 400'
400
200
0
400
tnp

Exhibit C
Concept Plan

TRILOGY
MCLENDON-CHISHOLM ETJ
575.14 ACRES
LEGEND
TRILOGY PROPERTY LIMITS
OPEN SPACE
RESIDENTIAL ZONE
PULLEN ROAD
60' ROW
TRILOGY
BOULEVARD
100' ROW
OPEN SPACE
OPEN SPACE
OPEN SPACE
MCLENDON-CHISHOLM LIMITS
TRILOGY PROPERTY LIMITS
MCLENDON-CHISHOLM LIMITS
CITY OF HEATH LIMITS

Exhibit D
Development Regulations

1. Definitions.

a. Alley means a publicly or privately owned access way that provides access to the rear of a lot and functions as a traditional alley.

b. City Administrator means the City Administrator or his or her designee.

c. Concept Plan means the concept plan attached to this Agreement as **Exhibit C**, as amended in accordance with Section 2.2 of this Agreement.

d. Front entry garage means a garage accessed from the street in front of a single family detached home or duplex. This term does not include side entry or j-swing garages.

e. Open space means generally undeveloped property that can be used for active or passive recreation, is publicly or privately owned and maintained, is accessible by the residents of the Property or by the general public, and is designated as open space on an approved final plat.

f. Property means the property described on **Exhibit A** of this Agreement.

g. Single family detached means a single dwelling unit on a platted lot that is not physically attached to any other dwelling unit (excluding an accessory dwelling unit). A single family dwelling unit includes, but is not limited to, zero lot line homes and patio homes.

2. Concept Plan. Development of the Property shall be in general conformance with the Concept Plan; however, the nonresidential uses permitted by this **Exhibit D** shall be permitted at any location within the Property.

3. Permitted Uses.

a. The following uses shall be permitted in the areas designated "Residential Zone" on the Concept Plan:

i. Single family detached (SF-D2, SF-D3, SF-D4).

ii. School, public or private (elementary, middle, or high school, home school, day care).

iii. Model homes.

iv. Accessory uses and structures, including, but not limited to buildings, garages, patio covers, pergolas, decks, carports, fences, signs, swimming pools, spas, antenna, satellite dishes, game courts, flagpoles).

v. Accessory dwelling units that are accessory to single family detached uses located on lots with a width greater than 59 feet. An accessory dwelling unit shall not exceed 750 square feet in floor area, and shall be located on the same lot as the principal use. A separate meter is permitted, but not required, for the accessory secondary living units.

vi. Accessory home occupations, which shall conform to the City's zoning ordinance in effect on the Effective Date with respect to regulations specific to accessory home occupations.

vii. Sales office.

viii. Amenity Centers. Accessory private community center is permitted as an accessory use to an amenity center. An accessory private community center may include a restaurant or coffee shop open to members and their guests and may include a banquet facility that may be rented for special occasions, such as wedding receptions and parties. This use may include recreational uses and amenities, including, but not limited to, swimming pools and tennis courts. An amenity center may include one or more food trucks.

ix. Temporary Residential Sales Office, Temporary Construction Office, and Model Homes. A residential real estate sales office and/or construction office, located on a platted lot, may be permitted within a subdivision for which building permits have been issued and may be located either in a model home, in a temporary building, or in a portable trailer. Model homes are permitted within a subdivision for which building permits have been issued. A permit for a temporary residential sales office, construction office, or a model home may be issued for no more than one year, but shall be automatically extended for so long as the builder maintains active and continuous sales or construction activities within the subdivision and a minimum of five lots in the subdivision remain unsold. Such sales office shall be used for sales in the subject subdivision only and not for sales in any other subdivision.

x. Farmers market.

b. The following uses shall be permitted in the area designated "Commercial Zone" and at any other location on the Concept Plan:
   i. All uses permitted by right in the NC Neighborhood Commercial District pursuant to the City's comprehensive zoning ordinance in effect on the Effective Date are permitted by right without conditions
   ii. All uses permitted by SUP in the NC Neighborhood Commercial District pursuant to the City's comprehensive zoning ordinance in effect on the Effective Date are permitted by SUP
   iii. All uses permitted in the "Residential Zone" designated on the Concept Plan
   iv. Restaurant, drive-in or drive-thru
   v. Restaurant/refreshment stand (temporary or seasonal)
   vi. Retail uses of any type and size

vii. Service uses of any type, such as nail salons, hair salons and similar uses providing services to the public
viii. Pharmacy
ix. Office (business, professional, or medical)
x. Fuel sales, with or without convenience store
xi. Furniture repair
xii. Bank or other financial institution
xiii. Accessory banking
xiv. Florist
xv. Veterinary clinic or hospital with or without outside kennels and boarding
xvi. Day care
xvii. Farmers market

c. In the area designated "Open Space" on the Concept Plan, parks, trails, active and passive open space, and other recreational amenities, uses, and improvements are permitted, including, but not limited to, all uses and structures referenced in Section 8 below.

d. Agricultural uses are permitted at any location within the Property, and may include, but are not limited to, raising crops and livestock, livestock services (including horses), and landscape/horticulture services.

e. Real estate development field offices and sales offices are permitted at any location without any time limit.

f. Temporary construction yards are permitted during ongoing construction within the Property, and the locations shall be approved by the City Administrator with such approval not to be unreasonably withheld, conditioned or delayed.

g. Concrete or asphalt batch plant, temporary associated with development of the Property, are permitted at any location, and the locations shall be approved by the City Administrator with such approval not to be unreasonably withheld, conditioned or delayed.

4. Residential Development Standards. The requirements in this Section 4 shall apply to residential development:

a. Table 1 below contains the exclusive lot size, setback, lot coverage, density, garage orientation, building height, and dwelling unit size requirements for residential development. **Exhibit F** illustrates the residential product types described on Table 1.

b. Single family detached homes shall comply with the anti-repetition requirements on **Exhibit G**. At least 10 percent of an elevation must be different, or it will be considered to be a repeated elevation.

c. Each single family detached home shall be serviced by a central cluster mailbox located at a street intersection as approved by the US Postal Service. Mailbox designs shall be similar to the design shown on **Exhibit H**.

d. All streets shall have street lights chosen from the standard street lighting guide of the electric provider.

e. The front most portion of a residential front entry garage shall not extend more than three feet in front of the front facade or the front porch of a single family detached home.

f. All residential rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way.

g. All residential side and front entry garage doors for all permitted uses must be a minimum of 22 feet from the edge of the right-of-way.

h. Each single family detached home shall have a minimum of two enclosed garage parking spaces.

i. Front entry garage doors on a single family detached home shall be recessed a minimum of six inches into the building facade in which they are located.

j. Residential garage doors shall be clad with faux wood. Solid metal garage doors are prohibited on residences.

5. Non-Residential Development Standards. The requirements in this Section 5 shall apply to non-residential development:

a. The minimum front yard building setback shall be 25 feet, measured from all streets. All other yards shall be considered side yards, and shall have a minimum building setback of 15 feet, unless adjacent to an existing residential use, in which case the minimum building setback shall be 25 feet and a six foot solid fence or screening wall shall be constructed on the non-residential lot line where residential adjacency exists.

b. The maximum lot coverage shall be 35 percent, measured as the building footprint.

c. The minimum lot size for a non-residential use shall be 10,000 square feet.

d. The maximum building height shall be two stories and 40 feet.

e. An amenity center is considered non-residential development for purposes of this Section 5.

6. Residential Landscaping, Fencing, and Screening. The following requirements shall be the exclusive landscaping requirements applicable to residential development:

a. Except as otherwise provided below in this paragraph, chain link, barbed wire, pipe, and razor wire fences are prohibited. This restriction does not apply to temporary construction fencing, fencing around a lift station or other utility uses, barbed wire fencing around cattle or other agricultural uses. The City Administrator may permit these materials for limited use in other specific circumstances if the Director finds the use of these materials to be appropriate. Vinyl and polywood fencing and manufactured fencing materials are permitted on residential lots. Vinyl coated chain link fencing is permitted in connection with a dog park or open space. Wrought iron fencing or similar open metal fencing is required where lots abut an open space or park designated on a final plat.

b. A minimum of one three-inch caliper canopy tree shall be planted on each residential lot or in the adjacent parkway, except that on each residential lot that is larger than 60 feet in width, a minimum of two three-inch caliper canopy trees shall be planted.

c. In addition to the requirements in subsection (a) above, each corner lot with a single family detached home shall have landscape enhancements along the side street as follows:

i. At least two minimum three-inch caliper trees shall be planted per lot within the parkway, and a minimum of one five-gallon evergreen shrub shall be planted every five feet on center along the fence facing the side street.

ii. Trees may be planted between a sidewalk and curb. When trees are planted within the parkway, there shall be a minimum of five feet between the curb and sidewalk.

d. Shrubs are required to be planted in the areas shown on **Exhibit Q**.

e. Berms, shrubs, trees, and groundcover are permitted in medians.

f. When the back or side of a single family residence abuts a collector road, screening will be provided in the form of a minimum six-foot tall board on board fence with the finished side facing the street, which shall be constructed by the home builder and shall have consistent materials and a consistent design along all collector streets. A collector road shall be defined as a road having a divided two-lane boulevard connecting major off-site roadways. The term "divided" means divided by a raised median.

g. A minimum of one three-inch caliper ornamental or canopy tree, or three eight-foot tall ornamental trees, shall be planted for every 50 linear feet of street frontage or fraction thereof along perimeter arterial and collector thoroughfares in the parkway. Trees may be planted in clusters to create a natural appearance along perimeter arterial and collector streets.

h. Entryways into and exits from the Property shall be landscaped with grass, shrubs, and trees.

i. Landscaping at entryways into the Property shall be designed so as to avoid an impairment of visibility of operators of motor vehicles entering and exiting the subdivision when the plant materials reach full maturity.

j. The developer and/or a homeowners' association shall be responsible for the perpetual maintenance and upkeep of all landscaped areas that are not contained within residential lots or within District-owned property.

k. Landscaped areas at entryways into the Property shall be planted with at least one shade tree (minimum four inches in caliper measured at four feet above natural grade and 16 feet in height at time of planting) for each 55 linear feet or portion thereof of adjacent exposure.

a. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article, but shall be permitted in addition to required landscaping. Synthetic or artificial lawn or plant material shall be permitted within an amenity center lot.

b. All required landscaped area shall be permanently landscaped with living plant material, and shall have an irrigation system installed.

c. Landscaped areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping.

d. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, etc.

e. Plant materials which die shall be replaced with plant material of similar variety and size within 90 days period, with a one time extension not exceeding 90 days being provided upon approval of the city council.

f. All landscaping shall be completed and installed in accordance with the landscape plan within 90 days of a certificate of occupancy being granted. A one-time extension not to exceed 90 days may be granted upon approval of the City Administrator or his/her designee.

g. All required landscaping shall be from the approved plant list on Table 2 of this **Exhibit D**. The City Administrator may approve the use of additional plants that are not on Table 2 to satisfy landscaping requirements.

7. Non-Residential Landscaping and Screening. The following requirements shall be the exclusive landscaping requirements applicable to non-residential development:

a. A minimum of 20 percent of each platted lot developed with a non-residential use shall be landscaped with a combination of grass, shrubs and trees. Where the construction is to be a single phase of a multi-phase development, only the area being constructed in the current phase need be subject to the landscape regulations. However, each phase will be required to meet the landscaping requirements as they are being developed.

b. A minimum of ten percent of the gross area within a parking lot shall be planted with living plant material. Gross parking area shall be measured from the edge of the parking and/or driveway paving and sidewalks. Such landscaping shall be counted towards satisfaction of the requirements in Section 7(a) above. Landscape material which is located within the interior of a parking lot shall be surrounded by a curb of four inches in height.

c. All required landscaped area shall be permanently landscaped with living plant material, and shall have an irrigation system installed. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article, except for an amenity center lot.

d. Landscaped areas shall be kept free of trash, litter, weeds, and other such materiel or plants not a part of the landscaping.

e. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, etc.

f. Plant materials which die shall be replaced with plant material of similar variety and size within 90 days period, with a one time extension not exceeding 90 days being provided upon approval of the city council.

g. All landscaping shall be completed and installed in accordance with the landscape plan within 90 days of a certificate of occupancy being granted. A one-time extension not to exceed 90 days may be granted upon approval of the City Administrator or his/her designee.

h. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article unless part of an amenity center lot.

i. An amenity center is considered non-residential development for purposes of this Section 7.

j. All required landscaping shall be from the approved plant list on Table 2 of this **Exhibit D**. The City Administrator may approve the use of additional plants that are not on Table 2 to satisfy landscaping requirements.

8. Parks and Open Space.

a. Parks and open space areas shall be designated on approved preliminary and final plats and shall generally comply with the Parks, Open Space, and Trail Plan attached as **Exhibit I**. The exact locations of trails and other amenities shown on **Exhibit I** is conceptual and subject to modification by the developer at the time of final design and platting. The Owner shall have the right to move park and open space locations shown on **Exhibit I** without City approval provided all dwelling units within the Property are located within 1,500 feet of a park or open space area (meaning an open space area designated on a final plat). City Administrator approval of park design to confirm compliance with the requirements of this Agreement shall be required for any park that will be owned and maintained by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. City approval of the park design and amenities for privately owned and maintained open space and parks shall not be required other than standard approval of plats, building permits, and inspections in accordance with the Governing Regulations.

b. Trails will be constructed in phases with each plat. As each phase of the project is platted, any portion of a trail required within the platted phase shall be completed with the other improvements required as part of the plat approval, and if a gap in trail connections is less than 750 feet, the connection shall be constructed with the platted phase under construction (otherwise, the connection shall be constructed with the completion of the next phase adjacent to the gap).

c. Either the property owner, the District or a homeowners association will be responsible for maintaining parks, open space, and trails within the Property, as well as the amenities listed below in this Section 8; however, the City shall maintain the City Park identified on **Exhibit I**. The Owner shall make payments to the City in accordance with this subsection to assist with funding the maintenance of the City Park identified on **Exhibit I**, which payments shall be used by the City for the sole purpose of such maintenance. The Owner shall pay to the City $25,000 per year for a five-year period commencing 30 days after the date the City delivers written notice to the Owner of the City's acceptance of the City Park identified on **Exhibit I** following the Owner's completion of the development of the park, which notice shall meet the notice requirements of this Agreement. Any lakes will be maintained by the District. Floodplain areas will be owned and maintained by the District, and may be used for crops and other agricultural uses, an amphitheater or other event space, dog parks, and other similar uses. Areas containing 100-year floodplain shall be maintained in the condition that is included in the approved floodplain model. Amenity centers will be maintained by a homeowners association.

d. The following amenities are required to be started prior to the issuance of the Certificate of Occupancy or final inspection for the 100th single family detached residence within the Property and completed within 36 months after the City's final acceptance of the first platted phase of development within the Property:

i. An amenity center with a minimum of 4,000 square feet plus a minimum 1,500 square foot fitness facility, for a total of at least 5,500 square feet of air conditioned space in the amenity center.

ii. A pool complex with one resort pool, one adult pool, and one tot pool;

iii. A minimum of one playground;

iv. A covered community outdoor gathering space;

v. A minimum of one shade structure, two picnic tables, and two park benches for each active park (i.e., a park with at least one of the following: playground equipment, sports field, or other similar facilities for activity);

vi. A minimum of two dog waste stations;

vii. Trash cans;

viii. Park signage;

ix. The City-owned park, which shall include, at a minimum, the following: a playground with one play structure (such as climbers, hangers, slides or spinners); five picnic tables; five benches; 40 off-street parking spaces; a 2,500 square foot covered shade structure with a restroom; a 1,500 square foot outdoor seating area; a one-half acre open lawn or amphitheater space; and a 200 square foot fishing pier or boardwalk.

e. The developer shall, at a minimum, construct the following amenities within an active park by the approval of the final inspection or the certificate of occupancy for the 400th dwelling unit within the Property:

i. A minimum of one play structure (such as climbers, hangers, slides or spinners);

ii. A minimum of two picnic tables and two park benches for each active park (i.e., a park with playground equipment, sports field, or other similar facilities for activity);

iii. A minimum of one dog waste station;

iv. Trash cans;

v. Park signage; and

vi. A minimum of one shade structure per park.

f. Open space amenities not specifically listed above, but of a similar type and nature to those listed above, are permitted.

g. Except as otherwise provided in this paragraph, every dwelling unit shall be located within 1,500 feet of a park or open space designated on a final plat that includes a community trail system with a minimum width of six feet, as generally shown on **Exhibit I**. For purposes of this paragraph, open space is any open space that can be used by residents and is improved with any of the following: outdoor seating, playground equipment, a dog park, a play structure, a picnic table, a park bench, a dog clean up station, or a trail. The City Administrator has authority to allow a phase of homes to be constructed without meeting the requirements in this paragraph provided the subsequent plat will include the park or open space, including a community trail system with a minimum width of six feet necessary to serve the prior phase of homes.

h. Required trails shall be constructed of concrete and follow standards of the Engineering Design Manual and applicable ADA standards.

i. Subject to all applicable laws and permit requirements, lakes may be recharged from rain collection or wells and used for irrigation.

j. Open space areas that do not include existing trees shall be landscaped with one tree that is a minimum of three inches in caliper for every 50 feet of street frontage or fraction thereof. Trees may be planted in clusters to create a natural appearance.

k. The requirements of this Section 8 are the exclusive requirements for parks and open space, and no other park land dedication, park fee, or park improvement requirements shall apply to the Property.

9. Street Sections. Non-standard street sections are permitted as shown on **Exhibit J**. Minimum median width may be ten feet.

10. Street Signs.

a. Street signs shall be maintained by the homeowners association or the District until the subdivision is accepted by the City or if damaged by construction activities.

b. Alternative street signs may include a non-standard color, font, and text size that varies from standard City street signs. Alternative street signs shall be reviewed and approved by city staff and must follow the Manual on Uniform Traffic Control Devices (MUTCD).

11. Miscellaneous.

a. Front entry and rear entry (alley-served) residential types are permitted.

b. The master developer and homeowners association ("HOA") are hereby granted a license to use the public right of way within the Property boundaries for the exclusive purpose of constructing, operating, repairing and maintaining the

following improvements and any improvements reasonably related thereto or necessary for the operation thereof: street and pedestrian lighting, public seating areas, landscaping and related amenities, including fountains, monuments, statues, or other public artwork, street furniture, including benches, drinking fountains, trash containers, tunnels; security cameras, bollards, temporary construction barricades, underground duct banks, pedestrian bridges and overpasses, arches, string lighting or other decorative lighting, wiring, and similar improvements. The removal of improvements for maintenance and replacement of utilities, pavement, drainage structures, and sidewalks shall be at the developer's or HOA's expense. Prior to installing any improvement within the right-of-way, the developer or HOA shall obtain the City Administrator's approval, which approval shall not be unreasonably withheld or delayed if the improvement does not unreasonably interfere with the public use of the right-of-way.

c. Development shall comply with the architectural guidelines on **Exhibit K**.

d. Trash can pads shall be provided as shown on **Exhibit L**.

e. Address plaques will be installed on each home in a design similar to that shown on **Exhibit M**.

f. Residential fencing details shall comply with **Exhibit N**.

g. Realtor and builder sign design shall conform to the specifications on **Exhibit O**.

h. Sidewalks shall comply with **Exhibit P**.

Table 1
Development Standards Table

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Garage Orientation	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)	Minimum Rear Yard Setback Building (Home)	Maximum Lot Coverage (%)	Minimum Dwelling Unit Size (SF	Special Conditions
SF-D2	Single Family Detached (executive homesites side drive: attached/detached garage)	5000	50	110	2	Side/ Alley	5	15	5	10	5	75	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D2	Single Family Detached (executive homesites front loaded)	5000	50	110	2	Front	5	20	5	10	5	75	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other

SF-D3	Single Family Detached (manor homesites)	6000	60	115	2	All	4	20	5	10	5	75	2000	Garage setback is subject to Section 4 of this Exhibit D
SF-D4	Single Family Detached (chateau homesites)	7000	70	125	2	All	3.5	25	5	10	5	75	2500	Garage setback is subject to Section 4 of this Exhibit D

Notes to Table 1:

*__Exhibit F__ includes drawings illustrating each residential type for illustrative purposes only. Homes are not required to be designed as illustrated.

**The minimum front yard building setback for all rear entry homes shall be 15 feet, or 12 feet if a front porch is provided, in which case the front porch must comply with the minimum front yard building setback.

Notes:

All rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way. All side and front entry garage doors must be a minimum of 22 feet from the edge of the right-of-way.

When the rear yard of a front entry single family residential lot is contiguous to the lot line of a developed single family residential lot located outside the PD boundaries, a minimum rear yard building setback of 25 feet shall be required.

Exception to minimum setback: Minimum side yard building setback to detached garages or accessory buildings may be reduced to three feet when a greater setback would otherwise be required.

Permitted encroachments into minimum building setbacks: porches (up to eight feet into front yard setback and corner side yard setback, provided, however, no less than a 12-foot setback from the property line shall be permitted on any lot that requires a 12-foot or larger front yard setback); fireplaces and box windows up to two feet into all setbacks; balconies, awnings, overhang eaves up to two feet into all setbacks); bay windows up to four feet into front and rear yard setbacks; stoops and stairs up to five feet into front and rear yard setbacks; suspended planter or flower boxes up to 24 inches into all setbacks; and foundation encroachments of up to six inches in all setbacks for architectural details such as brick ledges.

Swimming pools shall have a minimum five-foot setback from rear and side property lines; however, such setback only applies to the swimming pool, and not to associated decking or paving around a swimming pool.

Plats for zero lot line homes shall designate the side with the zero-foot building setback and the side with the minimum ten-foot building setback. A five-foot maintenance easement shall also be provided along the lot line adjacent to a neighboring lot's zero setback side. The maintenance easement shall include a drainage easement to allow for lot-to-lot drainage.

Table 2
Approved Plant Species List

Approved/Recommended Plant List[1]	
Common Name	**Scientific Name**
Canopy Trees	
Ash, Texas	Fraxinus texensis
Cedar Elm	Ulmus crassifolia
Cedar, Eastern Red	Juniperus virginiana
Cypress, Bald	Taxodium distichum
Elm*, Lace Bark	Ulmus parvifolia
Magnolia, Southern	Magnolia grandiflora
Maple, Bigtooth	Acer gradidentatum
Maple, Caddo	Acer saccharum
Oak, Bur	Quercus macrocarpa
Oak, Chinquapin	Quercus muhlenbergii
Oak, Escarpment Live	Quercus fusi formis
Oak, Lacey	Quercus glaucoides
Oak, Live	Quercus virginiana (Escarpment)
Oak, Post	Quercus stellata
Oak, Red	Quercus shumardi

[1] The list in Table 2 also includes cultivars of all listed plant types.

Oak, Texas Red	Quercus texana
Osage Orange	Maclura pomifers (thornless and fruitless)
Pecan (native)	Carya illinoinensis
Pistache*, Chinese	Pistacia chinenis
Soapberry, Western	Sapindus drummondii
Walnut, Black	Juglans nigra
Ornamental Trees	
Buckeye, Mexican	Ungnadia speciosa
Buckeye, Texas	Aesculus glabra var. arguta
Buckthorn, Carolina	Rhamnus caroliniana
Chaste Tree*	Vitex agnus-castus
Crabapple, Prairie	Pyrus ioensis
Crape Myrtle*	Largerstroemia indica
Eves Necklace	Sophora affinis
Goldenball Leadtree	Leucaena rietusa
Hawthorne*	Crataegus phaenopyrum
Hawthorne*	Crataegus crus-galli
Hawthorne*	Crataegus reverchonii
Holly, Possumhaw	Ilex deciduas
Indigo, False	Amorpha fruticosa var. angustipolic
Mountain Laurel, Texas	Sophora secundiflora

Persimmon, Texas	Diospyros texana
Plum, Mexican	Prunus mexicana
Redbud	Cercis canadensis
Smoketree	Cotinus obovatus
Smoketree*	Cotinus caggyria
Sumac, Prairie Flame-leaf	Rhus lanceolata
Viburnum,Rusty Blackhow	Viburum rufidulum
Wax Myrtle	Myrica cerifera
Willow, Desert	Chilopsis linearis
Yaupon Holly	Ilex vomitoria
Brodie Juniper	Eastern Red Cedar
Arizona Cypress	Spartan Juniper
Taylor Juniper	Canaert Juniper
Shrubs	
Agarita	Berberis trifoliolata
Althea	Hibiscus syriacus
American Beautyberry	Callicarpa americana'
Aspidistra	Aspidistra eliator
Barberry, Red	Berberis thunbergii
Barberry, Texas	Berberis thunbergii
Bayberry	Myrica pensylvanica
Bird of Paradise	Caesalpinia gilliesii

Burning Bush	Euonymus alata compacta
Butterfly Bush	Buddleia sp.
Cactus, Prickly Pear	Opuntia phaeacantha
Cenizo	Leucophyllum frutescens
Chokeberry, Red	Aronia arbutifolia
Coralberry	Symphoricarpos obiculatus
Dogwood, Rough Leaf	Cornus drummondii
Elaeagnus	Elaeanus macrophylla
Forsythia	Forsythia sp.
Germander, Upright	Teucrium chamaedrys
Holly, Dazzler	Ilex cornuta 'Dazzler'
Holly, Dwarf yaupon	Ilex vomitoria
Holly, Nellie R. Stevens	Ilex x 'Nellie R. Stevens'
Honeysuckle, Bush	Lonicera fragrantissima
Hydrangea, Oakleaf	Hydrangea quercifolia
Hypericum, Upright	Hypericum patulum
Jasmine, Italian	Jasmine nudiflorum
Lantana	Lantana horrida
Mahonia, Leatherleaf	Mahonia bealeii
Mimosa, Fragrant	Mimosa borealis
Nandina, Compact	Nandina domestica compacta
Nandina, Gulfstream	N.d. 'Gulfstream'

Nandina, Standard	N. domestica
Pavonia	Pavonia lasiopetala
Photinia, Chinese	Photinia serrulata
Privet, Southern River	Ligustrum vulgare
Privet, Variegated	Ligustrum lucidum 'variegata'
Quince, Flowering	Chaenomeles japonica
Sage, Cherry	Salvia greggii
Sjpiraea, Bridal Wreath	Spiraea sp.
Spiraea, Anthony Waterer	Spiraea x bumalda 'goldflame'
Spiraea, Goldflame	Spiraea x bumalda 'goldflame'
Spiraea, Little Princess	Spiraea x bumalda 'Little Princess'
Spiraea, Shirobana	Spiraea japonica 'Shirobana'
Sumac, Aromatic	Rhus aromatica
Sumac, Evergreen	Rhus virens
Sumac, Smooth	Rhus glabra
Turk's Cap	Malvaviscus drummondii
Viburnum, Cranberry Bush	Viburnum opulus
Viburnum, Small Leaf	Viburnum obavatum
Viburnum, Snowball	Viburnum opulus
Virginia Sweetspire	Itea virginica
Wax Myrtle, Dwarf	Myrica pusilla
Yucca, Red	Hespenaloe parviflora

Eagleston Holly	Texas Sage
Abelia	Agave varieties
Seagreen juniper	Juniper varieties
Hawthorne	
Ornamental Grasses	
Maiden Grass	Feather Reed Grass
Zebra Grass	Bluestem
Pampass Grass	Liriope
Gulf Muhly	Berkley Sedge
Blue Gramma Grass	Giant Bermuda
Weeping Love Grass	Inland Sea Oats
Vines	
Carolina Jessamine	Asian Jasmine
Butterfly Vine	Purple Wintercreeper
Crosse Vine	Purple Heart Wander Jew
Sweet Autumn Clematis	

An " * " indicates an approved street tree

Exhibit E
Special Regulations

1. If a plat complies with the Concept Plan for the Property or the applicable zoning regulations for the In-City Property, it shall be deemed to comply with all of the City's plans, including, but not limited to, the City's master plan (also known as the comprehensive plan) and major street plan (also known as the master thoroughfare plan). This Agreement shall control in the event of a conflict with the City's master plan or master thoroughfare plan.

2. The term preliminary plan means a preliminary plat.

3. No plat shall be required for a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

4. A preliminary plat may include all or any portion of the Property or the In-City Property.

5. A final plat may include all or any portion of an approved preliminary plat. A final plat may include minor changes to an approved preliminary plat.

6. An approved preliminary plat shall not expire if an application for a final plat for all or a portion of the land shown on the approved preliminary plat is submitted to the City within two years.

7. All water, wastewater, roadway, and drainage Public Infrastructure will be dedicated to, owned by, and maintained by the District unless the retail provider opts to own and maintain the water or wastewater Public Infrastructure, at its sole option. Parks and open space will be owned and maintained by the property owner, the District, or a homeowners association consistent with the Development Regulations. The owner's dedication language on each plat will be customized to reflect ownership and maintained as described in this paragraph.

8. The City will not be required to own or maintain any Public Infrastructure; therefore, maintenance bonds shall not be required to be provided to the City.

9. Final plat approval shall expire two years after the date of approval unless the final plat has been filed of record by the end of such two-year period. The City Council may grant a request for an extension of up to one additional year.

10. A final plat shall not be filed of record until the subdivision has been constructed and accepted by the City unless the subdivider provides the City with adequate security for completion of all final plat improvements in the form of an escrow, a letter of credit, or a bond in the amount of the estimated cost to complete all final plat improvements. A building permit may be issued prior to plat recordation provided the water and roadway improvements necessary to provide fire protection to the building are complete prior to building permit issuance.

11. In the event of a conflict with the Subdivision Regulations, the development processes and fee provisions set forth in Article III and Article IV of this Agreement shall control.

12. Thoroughfares and Traffic Impact Study.

a. The only thoroughfare improvements required for the development of the Property are the on-site thoroughfare improvements shown on the Concept Plan, which consist of the on-site portions of Pullen Road and Trilogy Boulevard, which shall be constructed according to the street sections on **Exhibit J** and shall be constructed in phases as portions of the Property adjacent to, or including, the roadways are final platted. Nothing herein shall prohibit the Owner from constructing either thoroughfare in a single phase earlier than required by this paragraph.

b. A traffic impact study shall be submitted with the application for the first preliminary plat for all or any portion of the Property, and the scope of such study shall be limited to studying traffic impacts from the development of the Property on adjacent portions of roads along the perimeter of the Property. No other traffic impact study, traffic impact analysis, or other traffic related studies or analyses shall be required in connection with the development of the Property or the In-City Property.

c. No off-site roadway improvements are required with the exception of any adjacent perimeter roadway improvements that are recommended by the traffic impact study.

13. Roadways shall be designed in accordance with the Concept Plan and the street sections contained in this Agreement.

14. Turnarounds shall have a minimum right-of-way radius of 50 feet and a pavement radius of 40.5 feet.

15. The maximum length of a dead-end street with a permanent turnaround or a cul-de-sac with a permanent turnaround shall be 1,200 feet.

16. Sections 10.02.006(b), (c), (d), and (e) of the Subdivision Regulations [Lots, Building Lines, Alleys, and Easements] shall not apply.

17. Section 10.02.008 of the Subdivision Regulations [Landscape Buffers] shall not apply and the exclusive landscaping requirements shall be those set forth in the Development Regulations in the case of the Property and those set forth in the applicable zoning regulations in the case of the In-City Property. A homeowners association shall be created to perpetually maintain all landscaped areas located with parkways, medians, open space, and other common areas.

18. Section 10.02.0010 of the Subdivision Regulations [Drainage Requirements] shall be modified to delete subsection (c)(5) and revise subsection (c)(6) to read in its entirety as follows: In areas where downstream pipes or channels are inadequate to handle proposed increased flows, the city as one alternative may accept cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or

upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.

19. Detention is permitted.

20. Floodplain reclamation is permitted.

21. Section 10.02.010 of the Subdivision Regulations is amended in its entirety to read as follows in italics:

Sec. 10.02.010 Drainage requirements

(a) General policy.

(1) The commission shall not recommend for approval any plat, development plan, or subdivision which does not make adequate provision for stormwater or floodwater runoff channels or basins and the city council may not approve such plats, development plans, or subdivisions without such provisions. Drainage provisions shall ensure the health and safety of the public and property in times of flood and such drainage facilities shall not cause excessive increases in flood heights or velocities, particularly to adjacent and downstream properties. When calculations indicate that curb capacities are exceeded at a point, ~~no further allowance shall be made for flow beyond that point~~, storm drains shall be designed to intercept a portion of the stormwater, and basins shall be used to intercept flow at that point.

~~*(2) The owner/subdivider or applicant may be required by the planning and zoning commission or city council as a condition of preliminary plan and/or final plat approval to carry away by pipe or open ditch any spring or surface water that exists either previous to, or as a result of, the subdivision. Such drainage facilities shall be located in the road right of way where feasible, or in perpetual unobstructed easements of appropriate width, and shall be constructed in accordance with the construction standards and specifications of the town.*~~

(b) General design standards. For all subdivisions consisting of more than ten lots, the following requirements must be demonstrated as a condition for the approval of any preliminary plan or final plat, and must be shown on the face of the plan or plat or by separate document filed contemporaneously with the application for approval of the plan or plat:

~~*(1) Coordination with any comprehensive master drainage plan adopted by the city council is required and shall be demonstrated in the preliminary plan and/or final plat.*~~

(2) The complete drainage system is composed of:

(A) The initial system, consisting of inlets, storm drains, and the associated appurtenances to convey the initial storm runoff (ten-year); and

(B) The major system of the major runoff (~~100~~ 50-year), which consists of swales, creeks, channels, floodways and emergency overflows to prevent water encroachment into residential and commercial facilities.

~~(3) Channels are to be concrete-lined at least to the ten-year frequency channel flow level with additional height to carry the 25 year flow. 100-year flow is to be contained within the building lines of the channel. Unlined channels will be considered and may be approved for quantities of floodwater larger than the equivalent flow of a 72-inch pipe.~~

(4) Utilization of retention ponds and dispersion areas and preservation of major floodplains, etc., shall be strongly encouraged and may be required if a proposed drainage improvement is found to create actual or potential upstream, adjacent or downstream property damage due to the creation of excessive flood velocities or heights.

~~(5) The city's major drainage floodplains that are still functioning in a natural or semi-natural state will require special drainage and other preservation considerations. To implement this policy of the natural 100 year floodplain for flooding areas draining one square mile or more, it may be recommended that these areas be zoned for planned development when zoning requests are made so that channel improvements and preservation efforts will be coordinated and defined on the site plan before detailed plans are submitted.~~

(6) Criteria for pipes.

(A) Minimum velocity with the pipe flowing full shall be ~~three~~ two feet per second.

(B) The minimum storm drainpipe diameter shall be ~~15~~ 18 inches.

(C) Pipe diameters shall not normally decrease downstream.

(D) Pipe crowns at change in sizes should be set at the same elevation.

(7) Vertical curves in the conduit will not be permitted~~, and horizontal curves will be permitted only with the approval of the town engineer~~.

(8) Inverted crown sections will be permitted only in alleys.

(9) At streets with culverts or bridges, an emergency overflow shall be provided to contain the ~~100~~50-year channel flow ~~within~~ outside the building lines.

(10) Detention ponds may be used to control the increase in runoff between the development and undeveloped areas ~~if approved by the city council~~.

(c) Off-site drainage.

(1) The owner or developer of property to be developed shall be responsible for all storm drainage flowing on his property. This responsibility includes the drainage directed to that property by ultimate development as well as drainage naturally flowing through the property by reason of topography.

(2) Adequate consideration shall be given by the owner in the development of property to determine how the discharge leaving the proposed development will affect adjacent and downstream property.

(3) On lots or tracts of three acres or more where stormwater runoff has been collected or concentrated, ~~it shall not be permitted to drain onto adjacent property except in existing creeks, channels or storm sewers unless proper drainage easements or notarized letters of permission from the affected property owners are provided. If necessary easements or letters of permission cannot be obtained, the city engineer will review the downstream damage potential and make recommendations to the commission and city council~~ it shall not be permitted to be discharged except in a manner consistent with sound engineering practices.

(4) ~~The owner/subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including any necessary off-site channels or storm sewers and acquisition of the required easements~~ The developer or subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including necessary off-site channels or storm sewers and acquisition of the required easements, unless the off-site drainage improvements are part of a regional drainage improvement area in which case the developer or subdivider shall pay its proportionate share (based on capacity) of such regional improvements.

(5) ~~Where it is anticipated that additional runoff incidental to the development of the subdivision will overload an existing downstream drainage facility, whether natural or manmade, the commission or city council may withhold approval of the subdivision, and the city may refuse to issue building, construction or development permits, until improvements including storm sewer systems, channel grading, driveway adjustments, culvert improvements, etc., are made.~~

(6) In areas where downstream pipes or channels are ~~adequate~~ inadequate to handle proposed increased flows, the city as one alternative may consider accepting cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.

(d) Drainage easements.

(1) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual unobstructed easements for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.

(2) When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat or other instrument as approved by the city. In the case of clear public interest, the city may participate in easement acquisition by power of condemnation.

(3) The owner/subdivider shall dedicate an appropriate drainage easement either in fee or by drainage easement or by conservation easement of land on both sides of existing watercourses to a distance to be determined by the planning and zoning commission or city council.

22. Section 10.02.009 of the Subdivision Regulations is amended in its entirety to read as follows in italics: ~~*No permanent structures shall be built within any floodplain at an elevation below the 100-year flood line. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on-site septic systems shall be built, located or situated in areas designated as a floodplain.*~~ *All floodplain areas designated as a Zone A on FEMA's most current flood insurance rate maps may be removed from the Property or redefined through the process of a conditional letter of map revision ("CLOMR") or a letter of map revision ("LOMR"). Non-residential permanent structures, amenities, trails, sports fields and park improvements may be placed within floodplain areas without requiring either a CLOMR or a LOMR. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on-site septic systems shall be built, located or situated in areas designated as a floodplain.*

23. Park restrooms shall be connected to a sanitary sewer system.

24. Section 10.02.012 of the Subdivision Regulations [Reservations] shall not apply.

25. Building setback lines are not required to be shown on a plat.

26. Oversizing of Public Infrastructure to serve land outside of the boundaries of the Property shall not be required. Section 3 of Appendix 1 of the Subdivision Regulations [Street Improvements and Oversizing] shall not apply unless oversizing is funded by the City or a third party.

27. Section 4 of Appendix 1 of the Subdivision Regulations [Off-Site Access Roadways] shall not apply.

28. Section 5 of Appendix 1 of the Subdivision Regulations [Street Lighting] shall not apply.

29. For a residential street, the minimum radii requirements at the centerline of streets is 50 feet, and the maximum design speed is 25 miles per hour.

30. Section 9 of Appendix 1 of the Subdivision Regulations [Drainage and Storm Sewers] controls over any conflicting provisions in the Subdivision Regulations.

31. Section 10, item 4 of Appendix 1 of the Subdivision Regulations is amended to allow fittings to be ductile iron.

32. In the event of a conflict between the requirements of any retail provider of water or wastewater service and the Subdivision Regulations, the retail provider's requirements for Public Infrastructure shall control. Section 13.01.001 of the Subdivision Regulations [Water Treatment Plant Must Be Approved by Water District] shall not apply.

33. Section 10.03.007 of the Subdivision Regulations [Street Arrangement] is amended in its entirety to read as follows: "(a) All streets shall be laid out so that they intersect at right angles with a maximum tolerance of plus or minus ~~five~~ 15 percent. (b) Cul-de-sacs shall not be longer than ~~2,000~~ 1,200 feet from the nearest intersecting street~~, and shall provide a turnaround having an outside roadway diameter of at least 80 feet in areas zoned SF2 and SF3. Cul-de-sacs shall not be longer than 3,000 feet in areas zoned SF1~~."

34. A six-inch thickness of concrete pavement on a compacted subbase shall be required for street paving. The concrete must have a 28-day compressive strength of 3,600 pounds per square inch (ppsi). All steel reinforcing shall be deformed No. 3 bars on 18-inch centers both ways. Pavement section shall be designed to support a minimum of a 75,000 pound fire apparatus.

35. In the event of a conflict between the Subdivision Regulations and Chapter 212, Texas Local Government Code, as amended, the latter shall control.

36. The park, open space, amenity center, and trail requirements in **Exhibit D** of this Agreement fully satisfy all open space, parkland dedication, and park improvement requirements for the In-City Property and the Property, and no separate open space, parkland dedication, or park improvement ordinances or other regulations outside of this Agreement shall apply to the Property or the In-City Property.

Exhibit F
Product Type Illustrations

EXECUTIVE HOMESITES - SIDE DRIVE: ATTACHED AND DETACHED GARAGE

HOUSING TYPE ELEMENTS

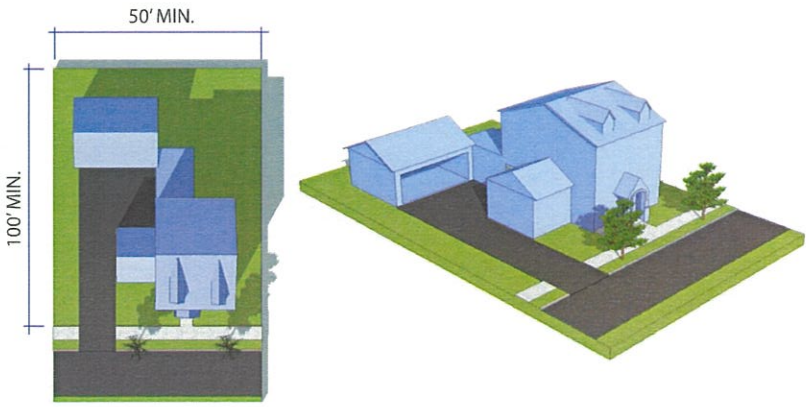
Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 110' min.
Maximum Numbers of Stories: 2
Garage Orientation: Side
Maximum Density: 5 du/ac.
Min. Front Yard Setback: 15'
Minimum Interior Side Yard Setback: 5'
(except for zero Lot line Types where 10' min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 1,750 SF

EXCEPTIONS TO MINIMUM SETBACK:

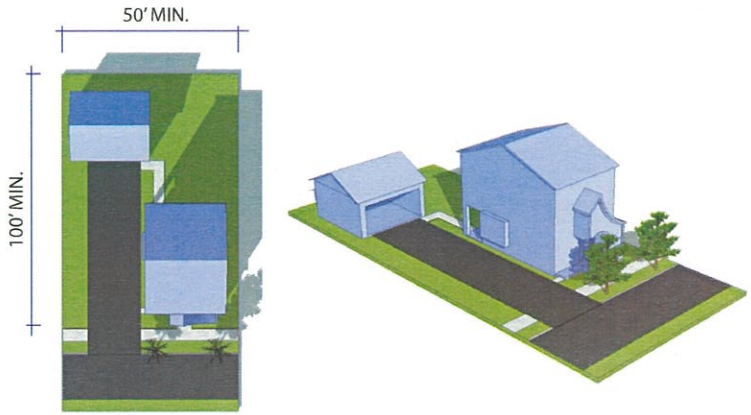
Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

ALLOWED ENCROACHMENT INTO SETBACK

- Porches (up to 8' in a front setback and corner side yard setback)
- Fireplace and Box windows (up to 2' into all setbacks)
- Balconies, Awnings, Overhang Eaves (up to 2' into all setback)
- Bay windows (up to 4' into front and rear setbacks;
-Stoops and Stairs (up to 5' into front and rear setbacks)
-Suspended planter/flower boxes up to 24" into all setback
- Foundation encroachments of 4"-6" are allowed for architectural details such as brick ledges



View and Plan: Side Drive Home with Attached Garage



View and Plan: Side Drive Executive Home with Detached Garage

Planning& Landscape Architecture

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

EXECUTIVE HOMESITES - ALLEY LOADED: ATTACHED AND DETACHED GARAGE

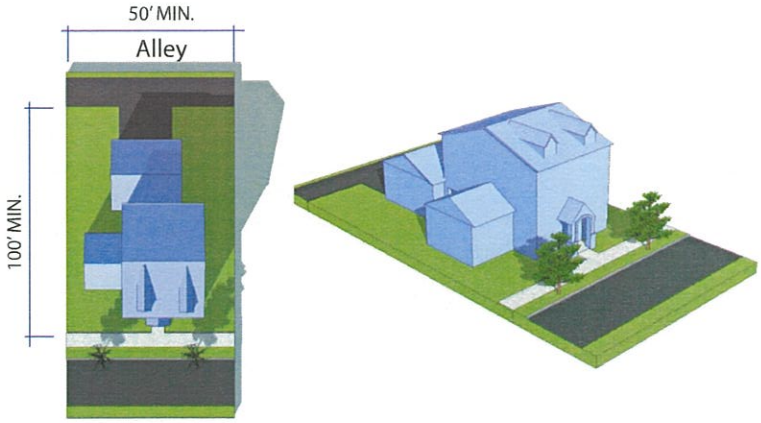
Executive Homes are the most currently used traditional lot types, these allow a moderate size backyard.

HOUSING TYPE ELEMENTS

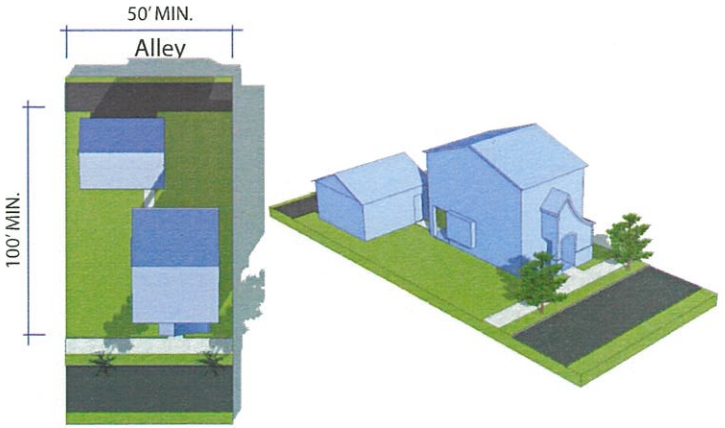
Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 110' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley
Maximum Density: 5 du/ac.
Min./Max. Front Yard Setback: 15'
Maximum Interior Side Yard Setback: 5' (except for Zero lot line Types where 10 min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 1,750 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory buildings maybe reduced to 5' when greater setback would be otherwise required.



View and Plan: Alley Loaded Executive Home with Attached Garage



View and Plan: Alley Loaded Executive Home with Detached Garage

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

Planning & Landscape Architecture

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

EXECUTIVE HOMESITES - FRONT LOADED

HOUSING TYPE ELEMENTS

Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 110' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front
Maximum Density: 5 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
(except for zero Lot line Types where 10' min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 1,750 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

View: Front Load Executive Home

Plan: Front Load Executive Home

SF-D2 DETACHED RESIDENTIAL

MANOR HOMESITES - SIDE DRIVE: ATTACHED AND DETACHED GARAGE

SF-D3 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60'Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

View and Plan: Side Drive Manor Home with Detached Garage

View and Plan: Side Drive Manor Home with Attached Garage

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

HOUSING TYPE ELEMENTS

Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60' Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Traditional Type Manor Home

View: Traditional Type Manor Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

HOUSING TYPE ELEMENTS

Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60'Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Alley Load Manor Home

View: Alley Load Manor Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

Planning & Landscape Architecture

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

MANOR HOMESITE - FRONT LOADED

SF-D3 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60'Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Front Load Manor Home

View: Front Load Manor Home

CHATEAU HOMESITE - FRONT LOADED

SF-D4 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Front Load Chateau Home

View: Front Load Chateau Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

CHATEAU HOMESITES - SIDE DRIVE: TRADITIONAL TYPE - SIDE ENTRY

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Traditional Type Chateau Home

View: Traditional Type Chateau Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

CHATEAU HOMESITES - SIDE DRIVE: ATTACHED AND DETACHED GARAGE

SF-D4 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

View and Plan: Side Drive Chateau Home with Detached Garage

View and Plan: Side Drive Chateau Home with Attached Garage

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

Planning & Landscape Architecture

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

CHATEAU HOMESITES - ALLEY LOADED: DETACHED GARAGE

SF-D4 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

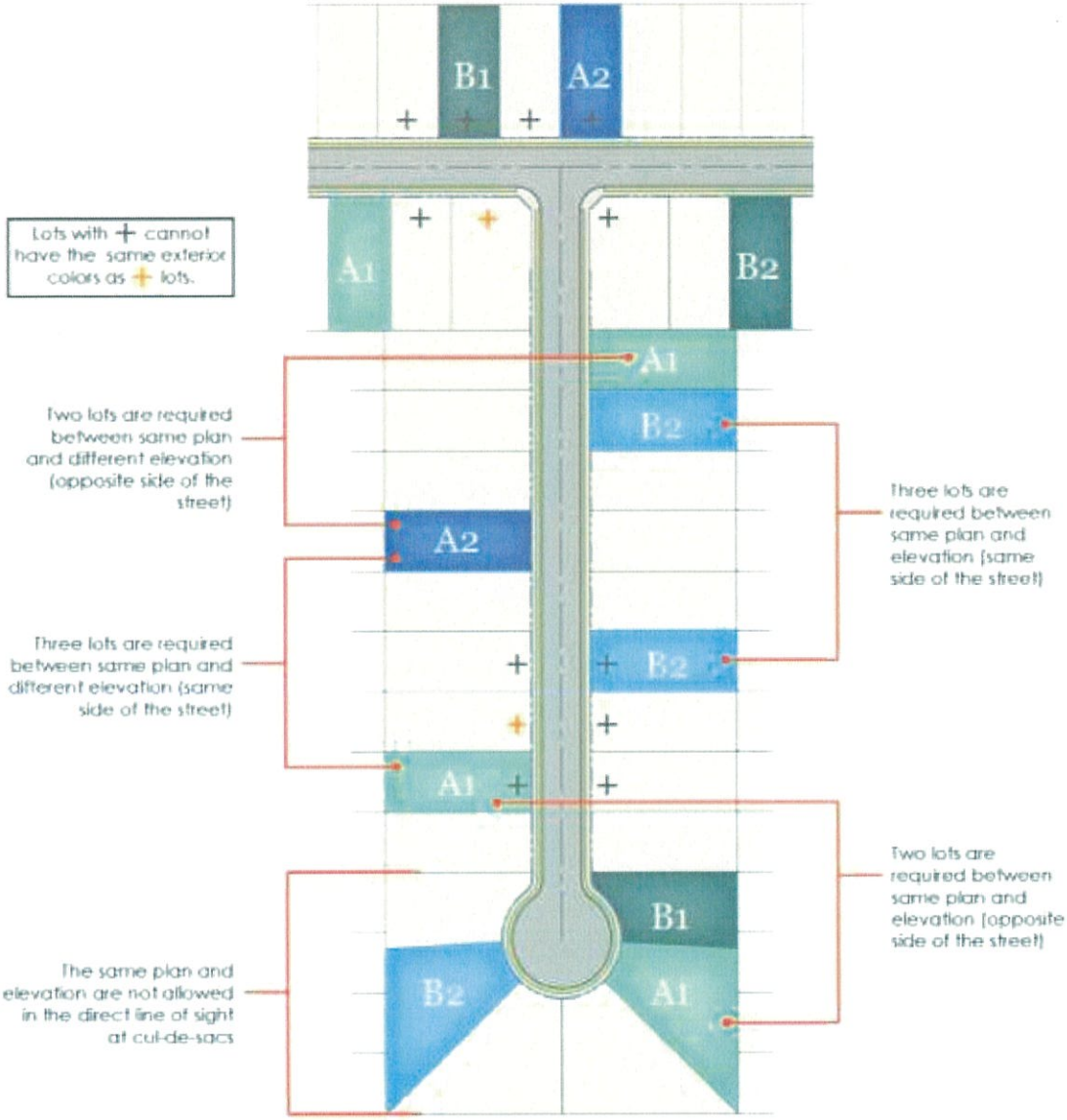
EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Alley Load Chateau Home

View: Alley Load Chateau Home

Exhibit G
Repetition Restrictions



Repetition Guidelines are as follows:

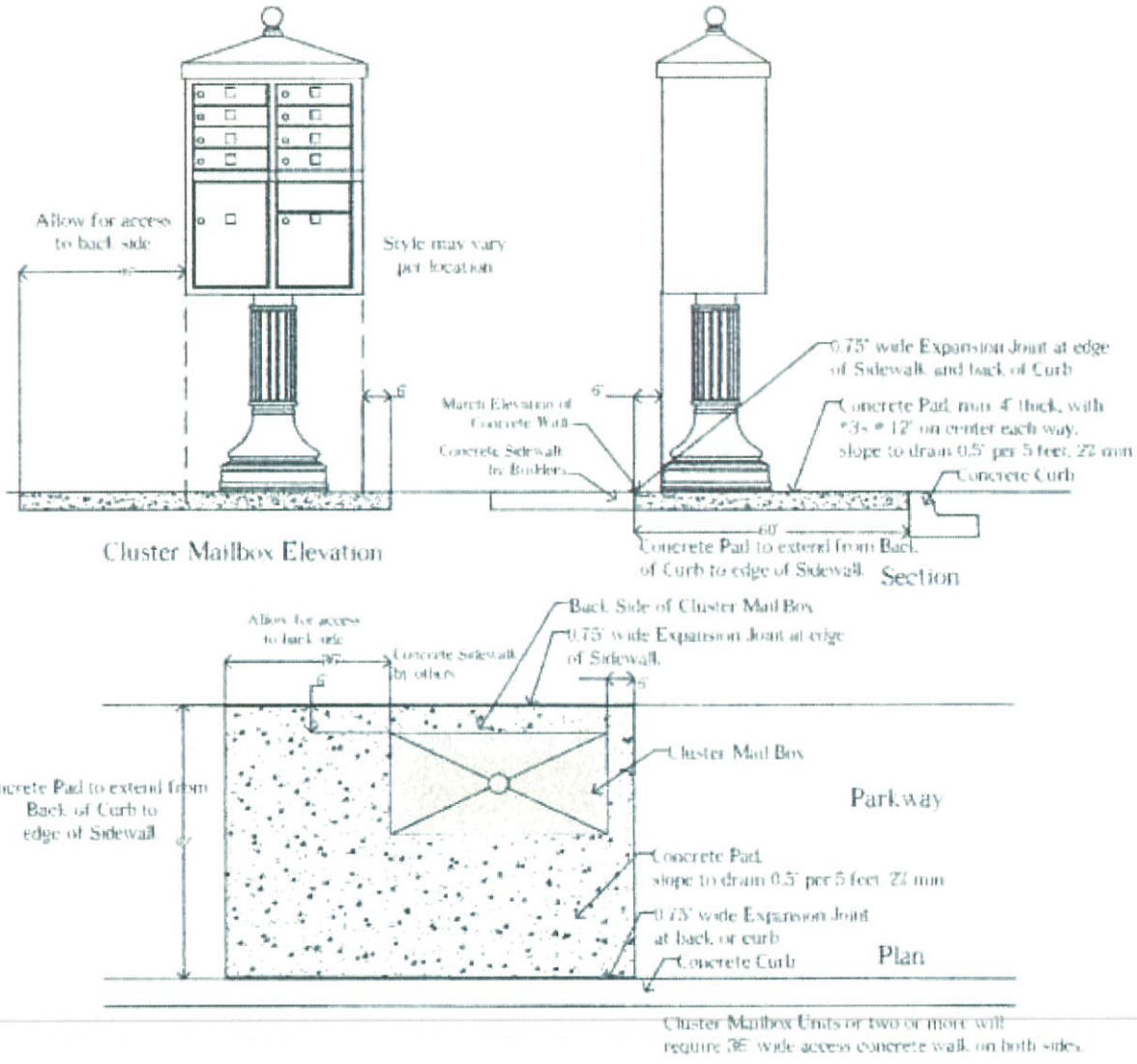
Same side of street -
- Same plan, same elevation must have 3 lots in between.
- Same plan, different elevation must have 3 lot in between

Opposite side of the street -
- Same plan, same elevation must have 2 complete lots in between.
- Same plan, different elevation must have 2 complete lot in between.

Exterior colors
- Exterior colors may not be the same side by side, or in direct line of sight, regardless of plan or elevation. Direct line of sight refers to the 3 lots directly across the street.

Exhibit H
Mailbox Design

Mailbox Design



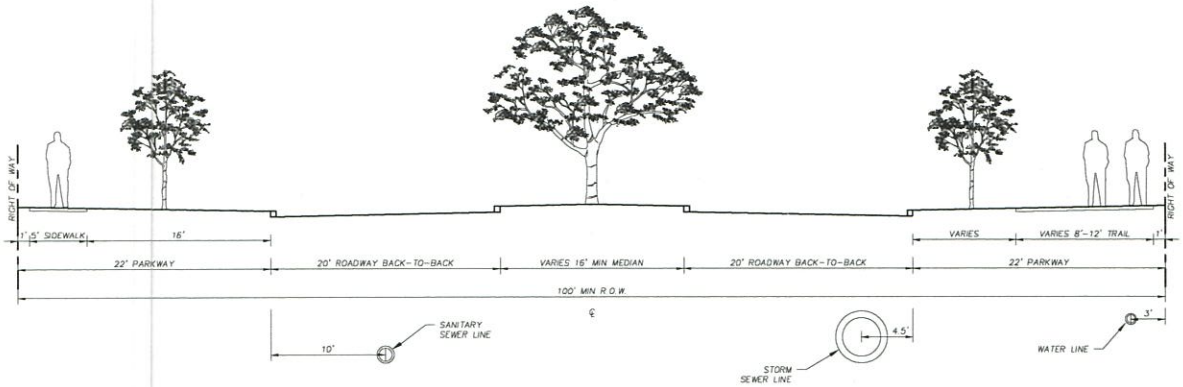
Manufactuer:
Brandon Industries
1601 Wilmeth Road
McKinney, Texas 75069
214-542-3000

Color: Black
Style: Cluster Box Units (CBU)
Type: Depending on location and number of Tenants and Parcels
Top Style; Sloped with ball cap
Base: Decorative
Include: Required Anchor Bolts

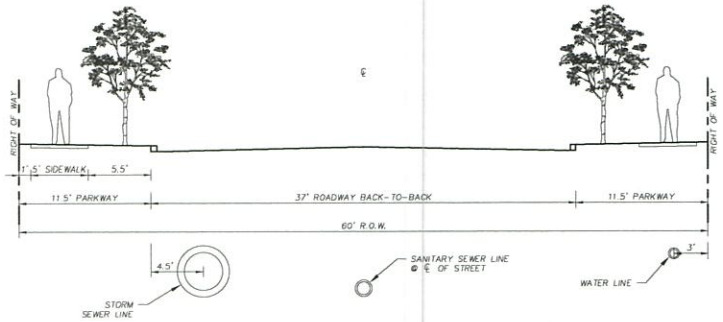
Exhibit I
Parks, Open Space, and Trail Plan

MCLENDON RD.
CITY OF MCLENDON- CHISHOLM ETJ
MCLENDON- CHISHOLM ETJ
CITY OF MCLENDON- CHISHOLM ETJ
MCLENDON- CHISHOLM
AMENITY CENTER
PULLEN RD.
CITY OF HEATH
MCLENDON- CHISHOLM ETJ
JEFF BOYD RD.
KEY
12' PEDESTRIAN TRAIL
10' PEDESTRIAN TRAIL
8' PEDESTRIAN TRAIL
6' PEDESTRIAN TRAIL
ACTIVE PARK
CITY PARK
PROJECT BOUNDARY
NOTE: Improvements shown in McLendon-Chisholm's City Limits and Heath's City Limits are only shown to illustrate potential connectivity to adjacent properties. Proposed parks, trails and open spaces are conceptual.
PLAN VIEW
SCALE: 1"=400'
0 200' 400' 800'

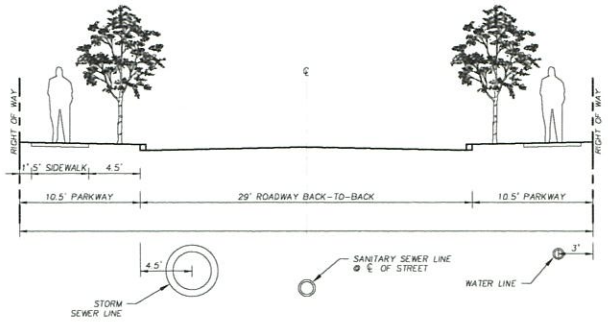
Exhibit J
Street Sections



100' MIN R.O.W. – TRILOGY BOULEVARD



60' R.O.W. – PULLEN ROAD



50' R.O.W. RESIDENTIAL

ENGINEER
TEAGUE NALL AND PERKINS, INC
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9687 ph 214.461.9864 fx
www.tnpinc.com
TBPELS ENGR # 22C SURV 100788 13011501, 10194301
GBPE REGISTRATION NUMBER: BR 2373

Exhibit K
Architectural Guidelines

1. Design Standards.

   a. Applicability of Other Design Standards. The design standards in this section are the exclusive design standards applicable to the Property, and apply only to principal buildings. An accessory building shall be designed consistent with the building materials used for the principal building on the same lot, but shall not otherwise be regulated by the design standards in this section.

   b. Approved Building Materials. In the context of approved building materials, a facade does not include doors, fascia, windows, chimneys, dormers, window box-outs, bay windows, soffits, eaves, and outdoor fireplaces. Multiple buildings on the same lot will each be deemed to have separate facades.

      i. A minimum of 90 percent of each exterior building facade shall consist of one or more of the following building materials (subject to further restrictions in facade area set forth below for cementitious fiber board and EIFS):

         1. Stone, brick or tile laid up unit by unit and set in mortar;

         2. Stucco (exterior Portland cement plaster with three coats over metal lath or wire fabric lath or other methods approved by the City Administrator as equal or better quality in durability);

         3. Natural stone, cultured stone, or cast stone;

         4. Architecturally finished block (i.e. burnished block or split faced concrete laid up unit by unit and set in mortar), which shall be limited to the amenity center and other non-residential buildings;

         5. Cementitious fiber board. Cementitious fiber board is permitted subject to the following conditions: the style and color of a building using this product must be approved as part of a site plan, no more than 20 percent of the residential buildings in the Property may have a facade that is predominantly composed of this product unless the style of the home dictates more such as a Cape Cod, Craftsman or Victorian style home.

         6. Exterior Insulation and Finish System (EIFS), which shall be limited to the amenity center and other non-residential buildings. EIFS may be used only on that portion of a façade that is four feet or higher above grade. A maximum of 50 percent of all sides of a building visible from the street and not ultimately screened by another building or other device may consist of EIFS;

7. LEED-certified materials;

8. Glass; or

9. An alternative material approved by the City Administrator based on a finding that it is of a quality equal to or better than the materials listed above in durability.

ii. A maximum of ten percent of a facade may include accent materials not listed above, except that aluminum siding, vinyl siding, unfinished concrete block, reflective glass, and galvanized steel are prohibited. The use of reflective glass and galvanized steel may be approved by the City Administrator for use on an amenity center or on other non-residential structures in unique circumstances in order to comply with green building techniques.

iii. The following requirement shall apply to a minimum of 50 percent of all single family residences at the time of full build out of the Property: A m minimum of 25 percent of each exterior building façade shall consist of natural, cultured, or cast stone.

iv. The building material requirements in this section shall not apply to buildings in open space areas, including, but not limited to, an amenity center.

c. Roofing Design and Materials.

i. Roofing materials for sloped roofs shall be selected from the following list:

1. Asphalt shingles;

2. Industry approved synthetic shingles;

3. Standing seam metal roofs;

4. Tile roofs;

5. Slate roofs;

6. LEED-certified roofing materials; or

7. An alternative material approved by the City Administrator based on a finding that it is of a quality equal to or better than the materials listed above in durability.

ii. Amenity centers and other non-residential buildings may have flat roofs or pitched roofs. All pitched roofs of non-residential buildings shall have a

minimum pitch of 4:12. Roofs covering porches and other architectural elements are excluded from this requirement. The City Administrator may approve a roof that does not meet these requirements based on a finding that a different roof pitch is appropriate for the proposed architectural style.

iii. All pitched roofs of residential buildings shall have a minimum pitch of 6:12. Roofs covering porches, bay windows, box windows and other architectural elements are excluded from this requirement. The City Administrator may approve a roof that does not meet these requirements based on a finding that a different roof pitch is appropriate for the proposed architectural style.

iv. Flat roofs require parapet screening that adheres to vertical articulation requirements for the facade.

v. Parapets shall require cornice detailing.

vi. Each single-family detached home will have a 30-year dimensional shingle, tile, composite or metal seam roof.

d. Design Features for Certain Residential Buildings. A minimum of four of the following design features are required on the exterior of each single family detached residential structure:

i. Dormers;

ii. Cupolas;

iii. Gables;

iv. Recessed entries (minimum three feet);

v. Balconies;

vi. Covered front porches (minimum 70 square feet in area and seven feet in depth);

vii. Courtyards;

viii. Box windows or bay windows;

ix. Architectural pillars or posts;

x. Exterior chimneys;

xi. Varied roof heights;

xii. Archways;

xiii. Porte cocheres;

xiv. Porticos;

xv. Shutters (functional or decorative);

xvi. Fireplaces with chimneys;

xvii. Minimum eight-foot tall front doors; or

xviii. Articulated cornice lines.

e. Design Features for Non-Residential Buildings. Non-residential buildings shall comply with the following requirements:

i. Cladding materials used on a facade shall extend a minimum of 20 feet around building corners onto adjacent facades, other than facades abutting an alley.

ii. All buildings must include at least four of the following design features, and buildings that are greater than 20,000 square feet in floor area must include at least six of the following design features:

A. Canopies, archways, covered walkways, or porticos;

B. Awnings;

C. Arcades;

D. Courtyards;

E. Cupolas;

F. Balconies;

G. Tower elements;

H. Recesses, projections; columns; pilasters projecting from the planes; offsets; reveals; or projecting ribs used to express architectural or structural bays;

I. Varied roof heights for pitched, peaked, sloped, or flat roof styles;

J. Articulated cornice line;

K. Arches;

L. Display windows, faux windows, or decorative glass windows;

M. Architectural details, such as tile work and molding, or accent materials integrated into the building facade;

N. Integrated planters or wing walls that incorporate landscaping and sitting areas or outdoor patios;

O. Integrated water features; or

P. Other similar architectural features approved by the City Administrator.

f. Entries.

i. All non-residential buildings shall comply with the following requirements:

1. All ground floor entrances shall be covered or inset.

2. Building entrances shall be articulated with architectural elements such as columns, porticos, porches, and overhangs.

ii. All non-residential buildings over 20,000 square feet in floor area shall incorporate elements such as arcades, roofs, alcoves, porticos, and awnings that protect pedestrians from sun and weather for a minimum of 50 percent of the length of the building frontage along a street.

g. Building Articulation. All non-residential building facades adjacent to and facing a street or open space shall include changes in relief such as columns, cornices, bases, fenestration, and fluted masonry at least every 50 feet along a building facade. This provision shall not apply to buildings in open space areas, including, but not limited to, an amenity center.

h. Transparency.

i. Residential Uses. At least 25 percent of each front residential facade facing the street shall contain windows or doorways. If a lot is located on a corner, only one street-facing facade is required to meet this requirement, which shall be the street that the front facade of the home faces.

ii. Non-Residential Uses. At least 50 percent of each front non-residential facade facing the street shall contain windows or doorways. If a lot is located on a corner, both street-facing facades are required to meet this requirement. This provision shall not apply to buildings in open space areas, including, but not limited to, an amenity center.

Note: For purposes of this exhibit, an amenity center is considered a non-residential building.

Exhibit L
Trash Can Pads

Exhibit L – Page 2

Exhibit M
Address Plaques

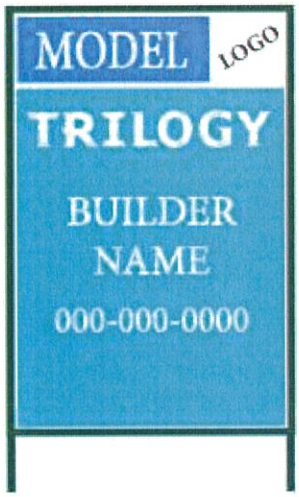
Exhibit N
Fence Design for Single Family Detached

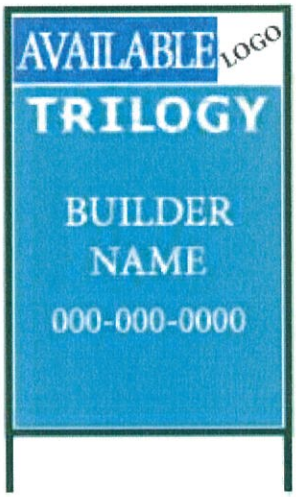
WOOD, VINYL OR OTHER
PERMITTED FENCING MATERIALS
STONE COLUMN
STREET
5' PARKWAY
5' SIDEWALK
PROPERTY LINE
3'-10" OFFSET
STREET
PROPERTY LINE
20' ALLEY
AIR CONDITIONERS
FENCE SETBACK LINE
STREET
5' PARKWAY
5' SIDEWALK
PROPERTY LINE
STREET
AIR CONDITIONERS
3'-10" OFFSET

STREET
5' PARKWAY
5' SIDEWALK
PROPERTY LINE
PROPERTY LINE
STONE COLUMN
1.5'
1.5'
NO AIR CONDITIONERS
PROPERTY LINE
STREET
VINYL FENCE
AIR CONDITIONERS
3'-10" OFFSET
AIR CONDITIONERS
AIR CONDITIONERS
3'-10" OFFSET
VINYL, WOOD, OR OTHER
PERMITTED FENCING
MATERIALS

Exhibit O
Realtor and Builder Sign Specifications

TRILOGY





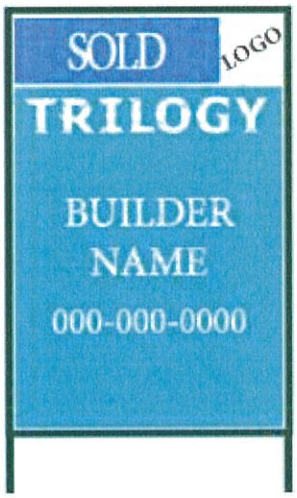


Exhibit P
Sidewalks

Exhibit Q
Shrub Planting Locations

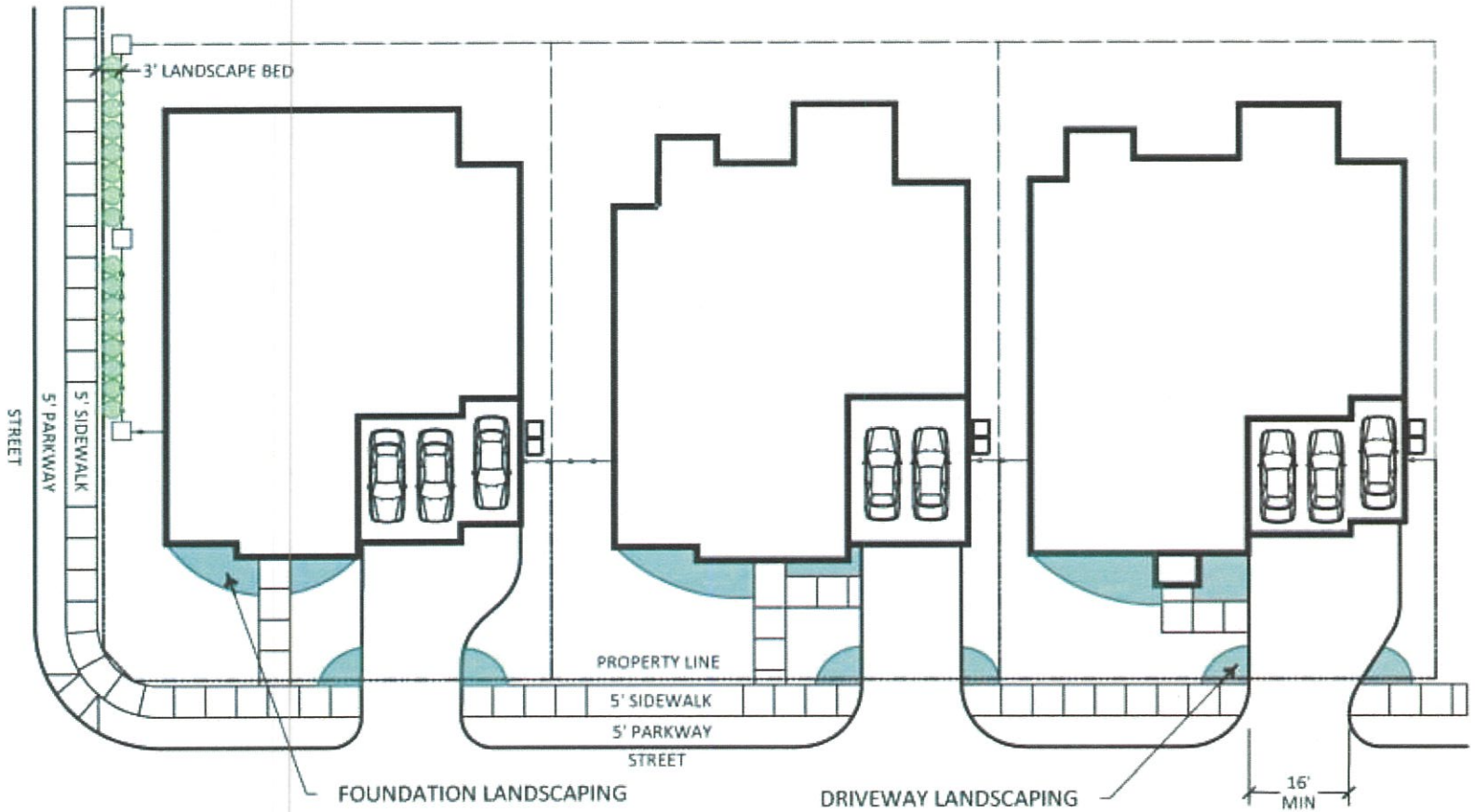


Exhibit R
District Notice

AFTER RECORDING, RETURN TO:

NOTICE TO PURCHASER

(Pursuant to Texas Water Code §49.452)

The real property, described below, that you are about to purchase is located in Rockwall County Municipal Utility District No. 10. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. [As of this date, the District has not yet levied taxes on real property located within the District. However, the most recent projected rate of tax, as of this date, is $0.___ on each $100 of assessed valuation.] [As of this date, the rate of taxes levied by the district on real property located in the district is $0.____ on each $100 of assessed valuation.] The total amount of bonds, excluding refunding bonds in any bonds or any portion of bonds issued thereof payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is $_____, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is $_____.

The District is located within the corporate boundaries of the City of McClendon-Chisholm (the "City"). The taxpayers of the District are subject to the taxes imposed by the City and by the District until the District is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services [and road facilities] within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property, and these facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows:

THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

Date:_____

_____

Name:_____

Name: _____
Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date:

_____
Name: _____

Name: _____
Signature of Purchaser

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

EXHIBIT "A"

Lot __, Block __, of _____, an Addition to the ___ of _____, _____ County, Texas as recorded in Volume __, Page __, _____ Records, ____ County, Texas.

Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
11/10/2021 02:05:38 PM
$418.00
20210000030761

20260000001728 ORDINANCE Total Pgs: 3

ORDINANCE NO. 2025-35

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, VACATING AND ABANDONING A PORTION OF PULLEN ROAD, AS DETAILED IN THE ATTACHED EXHIBIT "A" INCORPORATED HEREIN FOR ALL PURPOSES AND IN THE CITY OF MCLENDON-CHISHOLM, TEXAS; DECLARING THAT SUCH PROPERTY IS UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE MAYOR OR CITY MANAGER OF THE CITY OF MCLENDON-CHISHOLM, TEXAS TO EXECUTE A QUITCLAIM DEED RELEASING PUBLIC OWNERSHIP, INTEREST AND CONTROL OF SAID PORTIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas is a home rule municipality located in Rockwall County and Kaufman County, Texas and is authorized under Section 311.007 of the Texas Transportation Code to abandon, vacate or otherwise close a street; and

WHEREAS, the City Council of McLendon-Chisholm has determined, after careful study and consideration, such abandonment will be of great benefit to the citizens of the City of McLendon-Chisholm; and

WHEREAS, a depiction of the areas to be abandoned and vacated are attached and more particularly described, in Exhibit "A" and are incorporated herein for all purposes; and

WHEREAS, in order to remove any question as to the interest of ownership of the public in said portions of the street, the City desires to execute the appropriate quitclaim deeds releasing all title, ownership and control in said street to the abutting property owners.

NOW, BE IT THERFORE ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1. The following streets are vacated and abandoned as public property:

The property more particularly described in the attached Exhibit "A", and which is wholly incorporated by reference as if fully recited.

The streets so vacated and abandoned shall revert in fee simple to the owner(s) of the abutting properties.

SECTION 2. The Mayor or City Manager of the City of McLendon-Chisholm, Texas is hereby authorized to execute a quitclaim deed to each abutting property owner releasing all claims to title, ownership or control of the streets on behalf of the City of McLendon-Chisholm, Texas. A copy of the applicable quitclaim deed may be presented for filing with the County Clerk of Rockwall or Kaufman County, Texas (where appropriate) by the Grantee.

SECTION 3. That all ordinances of the City of in conflict with the provisions of this ordinance be, and the same are hereby, repealed.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance or the Code of Ordinances, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. That this ordinance shall take effect immediately from and after its passage, and the publication of the caption, as the law and charter in such cases provide.

SECTION 6. That the Recitals contained in this ordinance are fully incorporated herein as if fully written and found to be true and correct.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, on this the 12th day of Dec 2025.

CITY OF McLENDON-CHISHOLM CORPORATE SEAL TEXAS

APPROVED:

Bryan McNeal, Mayor

ATTEST:

Angela Jennings, City Secretary

THE STATE OF TEXAS

COUNTY OF ROCKWALL

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Rockwall County, Texas.

20260000001728 ORDINANCE
02/02/2026 02:07:21 PM Total Fees: $33.00

Jennifer Fogg, County Clerk
Rockwall County, TX

City of McLendon-Chisholm

Staff Report

Date: March 10, 2026

Applicant: Matt Atkins, TNP

Owner: PULTE HOMES OF TEXAS, L.P.

Agenda Item: Discuss and consider approval of a Final Plat for the Horizon Lakes subject property, "Village 3, Phase 1," being 23.404 acres of land within the Horizon Lakes master-planned community

Background:

The applicant has submitted the final plat for the subject property "Village 3, Phase 1" final plat for the Horizon Lakes development, dedicating all required easements. The applicant has provided documentation for the Pullen Road Abandonment for reference to the instrument note on the plat sheets as shown. The final plat designates one hundred and five (105) residential lots and one (1) common area. The plat conforms to the approved preliminary plat and the Development Agreement.

Planning and Zoning Recommendation: Approved (7-0)

Staff Recommendation: Staff recommends approval of the final plat

Attachments:

- Final Plat Application
- Final Plat Horizon Lakes Village Three, Phase One
- Pullen Road Abandonment Exhibit
- Ordinance 2025-0035

Zoning:

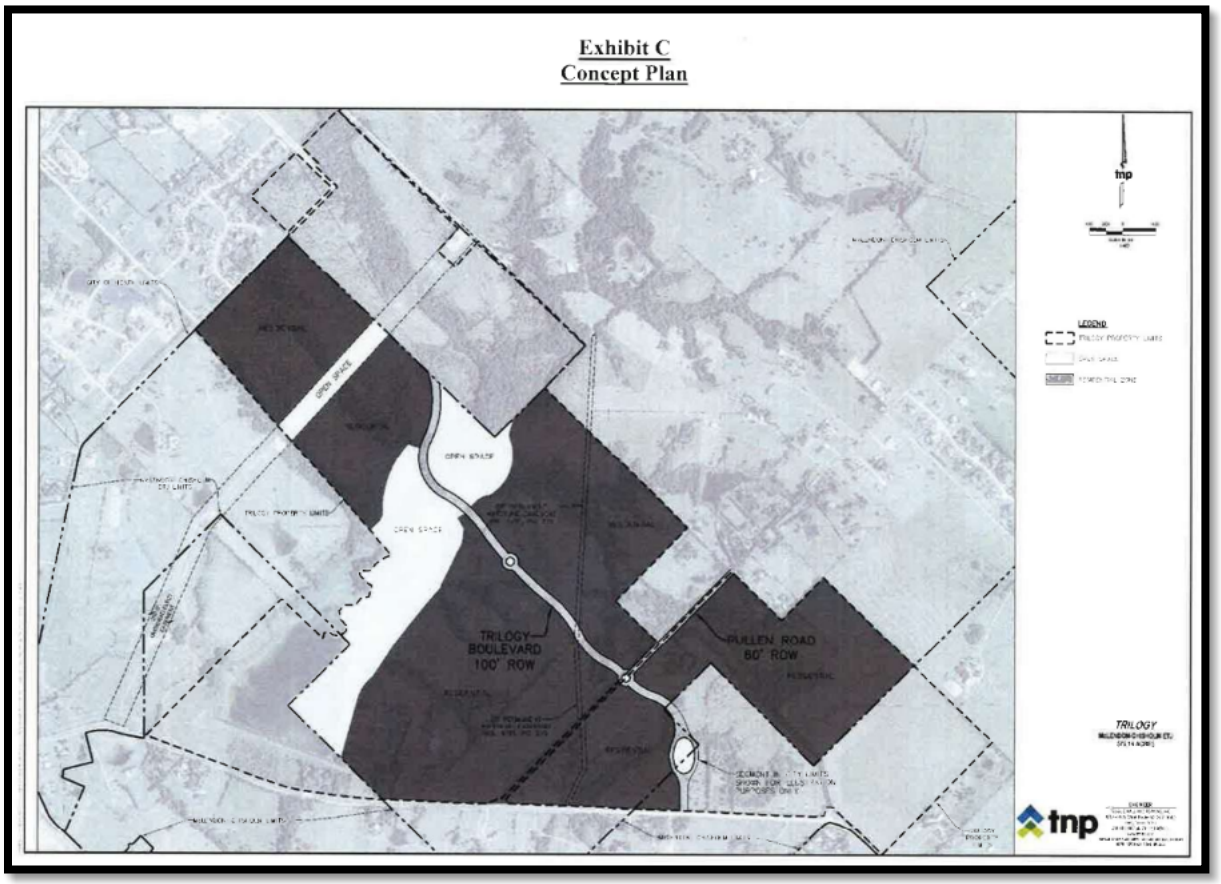
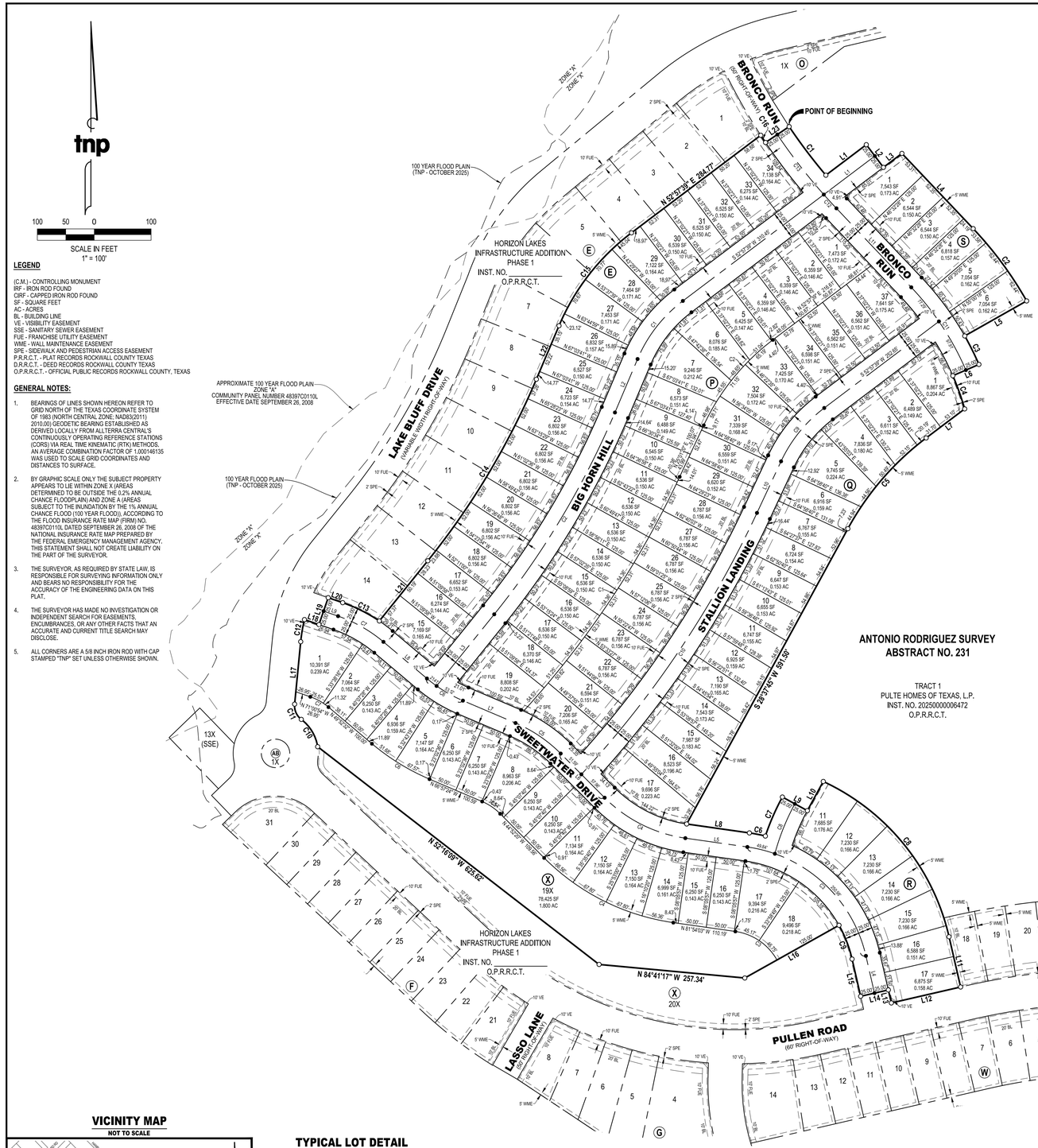


Exhibit C
Concept Plan
TRILOGY BOULEVARD 100' ROW
PULLEN ROAD 60' ROW
tnp



100 50 0 100

SCALE IN FEET
1" = 100'

LEGEND

(C.M.) - CONTROLLING MONUMENT
IRF - IRON ROD FOUND
CIRF - CAPPED IRON ROD FOUND
SF - SQUARE FEET
AC - ACRES
BL - BUILDING LINE
VE - VISIBILITY EASEMENT
SSE - SANITARY SEWER EASEMENT
FUE - FRANCHISE UTILITY EASEMENT
WME - WALL MAINTENANCE EASEMENT
SPE - SIDEWALK AND PEDESTRIAN ACCESS EASEMENT
P.R.R.C.T. - PLAT RECORDS ROCKWALL COUNTY TEXAS
D.R.R.C.T. - DEED RECORDS ROCKWALL COUNTY TEXAS
O.P.R.R.C.T. - OFFICIAL PUBLIC RECORDS ROCKWALL COUNTY, TEXAS

GENERAL NOTES:

1. BEARINGS OF LINES SHOWN HEREON REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE: NAD83(2011) 2010.00) GEODETIC BEARING ESTABLISHED AS DERIVED LOCALLY FROM ALLTERRA CENTRAL'S CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) METHODS. AN AVERAGE COMBINATION FACTOR OF 1.00014135 WAS USED TO SCALE GRID COORDINATES AND DISTANCES TO SURFACE.

2. BY GRAPHIC SCALE ONLY THE SUBJECT PROPERTY APPEARS TO LIE WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE A (AREAS SUBJECT TO THE INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD)), ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) NO. 48397C0110L DATED SEPTEMBER 26, 2008 OF THE NATIONAL INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

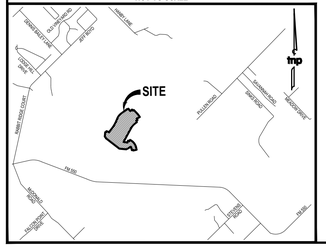
3. THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.

4. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

5. ALL CORNERS ARE A 5/8 INCH IRON ROD WITH CAP STAMPED "TNP" SET UNLESS OTHERWISE SHOWN.

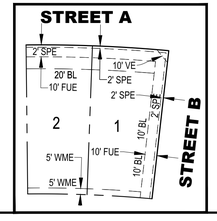
VICINITY MAP

NOT TO SCALE



TYPICAL LOT DETAIL

NOT TO SCALE



OWNERS CERTIFICATE

STATE OF TEXAS }
COUNTY OF ROCKWALL }

WHEREAS Pulte Homes of Texas, L.P. is the owner of a tract of land situated in the Antonio Rodriguez Survey, Abstract Number 231, being a portion of a called 53.694 acre tract of land (Tract 1) to Pulte Homes of Texas, L.P as recorded in Instrument Number 20250000006472 of the Official Public Records of Rockwall County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" set for corner on the northeasterly right-of-way of Bronco Run, a 50 foot right-of-way, as shown on Horizon Lakes Infrastructure Addition Phase 1, an addition to the City of McLendon-Chisolm, as recorded in Instrument Number _____ of the Official Public Records of Rockwall County, Texas, same being a northerly corner of said Tract 1, at the beginning of a curve to the left;

THENCE departing the northeasterly right-of-way of said Bronco Run, same being the northwesterly line of said Tract 1, and through the interior of said Tract 1 the following courses:

With said curve to the left having a radius of 975.00 feet, a central angle of 06 degrees 17 minutes 43 seconds, an arc length of 107.13 feet, a chord bearing of South 37 degrees 04 minutes 26 seconds East, a distance of 107.07 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

North 52 degrees 57 minutes 39 seconds East, a distance of 89.09 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

South 37 degrees 02 minutes 21 seconds East, a distance of 50.00 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

North 52 degrees 57 minutes 39 seconds East, a distance of 40.76 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

South 43 degrees 27 minutes 32 seconds East, a distance of 182.20 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 650.00 feet, a central angle of 13 degrees 58 minutes 02 seconds, an arc length of 158.45 feet, a chord bearing of South 36 degrees 28 minutes 31 seconds East, a distance of 158.06 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

South 60 degrees 30 minutes 31 seconds West, a distance of 125.00 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 525.00 feet, a central angle of 06 degrees 06 minutes 32 seconds, an arc length of 55.98 feet, a chord bearing of South 26 degrees 26 minutes 13 seconds East, a distance of 55.95 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

South 66 degrees 37 minutes 03 seconds West, a distance of 50.00 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 475.00 feet, a central angle of 07 degrees 28 minutes 39 seconds, an arc length of 61.99 feet, a chord bearing of South 19 degrees 38 minutes 38 seconds East, a distance of 61.95 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

South 52 degrees 57 minutes 39 seconds West, a distance of 84.80 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 500.00 feet, a central angle of 24 degrees 19 minutes 54 seconds, an arc length of 212.33 feet, a chord bearing of South 40 degrees 47 minutes 42 seconds West, a distance of 210.74 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

South 28 degrees 37 minutes 45 seconds West, a distance of 591.50 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

South 81 degrees 54 minutes 03 seconds East, a distance of 111.37 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 275.00 feet, a central angle of 05 degrees 57 minutes 56 seconds, an arc length of 28.63 feet, a chord bearing of South 78 degrees 55 minutes 05 seconds East, a distance of 28.62 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a compound curve continuing to the right;

With said compound curve continuing to the right having a radius of 425.00 feet, a central angle of 10 degrees 06 minutes 05 seconds, an arc length of 74.93 feet, a chord bearing of North 23 degrees 34 minutes 43 seconds East, a distance of 74.83 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

South 61 degrees 22 minutes 15 seconds East, a distance of 50.00 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

North 28 degrees 37 minutes 45 seconds East, a distance of 58.47 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 400.00 feet, a central angle of 52 degrees 06 minutes 10 seconds, an arc length of 363.75 feet, a chord bearing of South 39 degrees 00 minutes 33 seconds East, a distance of 351.34 feet to a 5/8 inch iron with with cap stamped "TNP" set on the southerly line of said Tract 1 for a westerly corner of Lot 18, Block R of said Phase 2;

THENCE along the southerly line of said Tract 1 the following courses:

South 12 degrees 57 minutes 28 seconds East along the westerly line of said Lot 18, Block R, a distance of 90.67 feet to a 5/8 inch iron with with cap stamped "TNP" set on the northerly right-of-way of Pullen Road, a 60 foot right-of-way, for the southwest corner of said Lot 18, Block R;

South 77 degrees 02 minutes 32 seconds West along the northerly right-of-way of said Pullen Road, a distance of 125.00 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

North 12 degrees 57 minutes 28 seconds West departing the northerly right-of-way of said Pullen Road, a distance of 23.50 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

South 77 degrees 02 minutes 32 seconds West, a distance of 50.00 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner on the easterly line of Lot 20X, Block X of said Phase 2;

North 12 degrees 57 minutes 28 seconds West along the easterly line of said Lot 20X, Block X, a distance of 67.17 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 225.00 feet, a central angle of 16 degrees 16 minutes 37 seconds, an arc length of 63.92 feet, a chord bearing of North 21 degrees 05 minutes 47 seconds West, a distance of 63.70 feet to a 5/8 inch iron with with cap stamped "TNP" set for the northeast corner of said Lot 20X, Block X;

THENCE continuing along the southerly line of said Tract 1, same being the northerly line of said Lot 20X, Block X the following courses:

South 60 degrees 45 minutes 55 seconds West, a distance of 189.85 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

North 84 degrees 41 minutes 17 seconds West, a distance of 257.34 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

North 52 degrees 16 minutes 09 seconds West, a distance of 625.62 feet to a 5/8 inch iron with with cap stamped "TNP" set for a westerly corner of said Tract 1, same being the northwest corner of said Lot 20X, Block X, at the beginning of a curve to the left;

THENCE along the northwesterly line of said Tract 1, the following courses:

With said curve to the left having a radius of 75.00 feet, a central angle of 43 degrees 48 minutes 44 seconds, an arc length of 57.35 feet, a chord bearing of North 30 degrees 56 minutes 59 seconds West, a distance of 55.96 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 30.00 feet, a central angle of 58 degrees 24 minutes 43 seconds, an arc length of 30.58 feet, a chord bearing of North 23 degrees 39 minutes 00 seconds West, a distance of 29.28 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner on the southeasterly right-of-way of Shoreline Drive, a variable width right-of-way;

North 05 degrees 33 minutes 21 seconds East along the southeasterly right-of-way of said Shoreline Drive, a distance of 110.35 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

Continuing along the southeasterly right-of-way of said Shoreline Drive with said curve to the right having a radius of 275.00 feet, a central angle of 08 degrees 12 minutes 47 seconds, an arc length of 39.42 feet, a chord bearing of North 09 degrees 39 minutes 45 seconds East, a distance of 39.39 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

South 71 degrees 00 minutes 54 seconds East departing the southeasterly right-of-way of said Shoreline Drive, a distance of 26.96 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

North 18 degrees 59 minutes 06 seconds East, a distance of 50.00 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner on the southerly line of Lot 14, Block E of said Phase 2;

South 71 degrees 00 minutes 54 seconds East along the southerly line of said Lot 14, Block E, a distance of 26.94 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 275.00 feet, a central angle of 15 degrees 03 minutes 11 seconds, an arc length of 72.25 feet, a chord bearing of South 63 degrees 29 minutes 19 seconds East, a distance of 72.04 feet to a 5/8 inch iron with with cap stamped "TNP" set for the south corner of said Lot 14, Block E;

THENCE continuing along the northwesterly line of said Tract 1, same being the southeasterly line of said Block E the following courses:

North 38 degrees 50 minutes 02 seconds East, a distance of 135.80 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1345.00 feet, a central angle of 15 degrees 53 minutes 43 seconds, an arc length of 373.13 feet, a chord bearing of North 30 degrees 53 minutes 11 seconds East, a distance of 371.94 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

North 22 degrees 56 minutes 19 seconds East, a distance of 102.14 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 400.00 feet, a central angle of 30 degrees 01 minutes 20 seconds, an arc length of 209.59 feet, a chord bearing of North 37 degrees 56 minutes 59 seconds East, a distance of 207.20 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

North 52 degrees 57 minutes 39 seconds East, a distance of 284.77 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner on the southwesterly right-of-way of the aforementioned Bronco Run at the beginning of a curve to the left;

Along the southwesterly right-of-way of said Bronco Run with said curve to the left having a radius of 1025.00 feet, a central angle of 00 degrees 51 minutes 07 seconds, an arc length of 15.24 feet, a chord bearing of South 33 degrees 30 minutes 01 seconds East, a distance of 15.24 feet to a 5/8 inch iron with with cap stamped "TNP" set for corner;

THENCE North 56 degrees 04 minutes 25 seconds East departing the southwesterly right-of-way, a distance of 50.00 feet to the POINT OF BEGINNING containing 1,019,483 square feet, or 23.404 acres of land.

SURVEYORS CERTIFICATE

I, Brian Maddox, do hereby certify, that I prepared this plat from an actual and accurate survey on the ground by me and that all corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Regulations of McLendon-Chisholm, and that all dimensions shown thereon are true and correct to the best of my knowledge and belief .

Witness under my hand this the _____ day of _____, 2026.

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.
Brian J. Maddox, R.P.L.S. No. 5430

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 in and for said County and State, on this day personally appeared, Brian J. Maddox, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the_____ day of _____, 2026.

_____
Notary Public in and for The State of Texas

OWNER'S DEDICATION

STATE OF TEXAS }
COUNTY OF ROCKWALL }

That we do hereby adopt this plat designating the herein described property as the Final Plat of HORIZON LAKES VILLAGE 3, PHASE 1, an addition to The City of McLendon-Chisholm, Rockwall County, Texas and do hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. The easements shown thereon are hereby reserved for purposes indicated. The utility and access easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use, the maintenance of paving on the utility and access easements is the responsibility of the property owner. no building, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed, or replaced upon, over or across the easements as shown, Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use the same. All, and any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right to ingress and egress to and from said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all Platting Ordinances, Rules, Regulations and Resolutions of The City of McLendon-Chisholm, Rockwall County, Texas.

Executed this the _____ day of _____, 2026.

PULTE HOME OF TEXAS, L.P.

_____

Name: _____

Title: _____

STATE OF TEXAS }
COUNTY OF ROCKWALL }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, _____, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed,

Given under my hand and seal of office this the ____ day of _____, 2026.

_____
Notary Public in and for The State of Texas

PLAT NOTES:

1. PUBLIC INFRASTRUCTURE TO BE MAINTAINED BY ROCKWALL COUNTY MUD NO. 10. THIS PUBLIC INFRASTRUCTURE INCLUDES WATER, SEWER, STORM, STREETS, AND LIFT STATIONS WITHIN ROCKWALL COUNTY MUD NO. 10.
2. OPEN SPACES, COMMON AREAS, AND PARKWAYS ARE TO BE MAINTAINED BY THE HOA INCLUDING TRAILS, LANDSCAPING, IRRIGATION, AND OTHER AMENITIES IN THOSE AREAS. ANY SPACE DESIGNATED AS PUBLIC PARK SHALL BE SEPARATE AND MAINTAINED BY THE CITY OF MCLENDON-CHISOLM.
3. TRAILS SHALL BE CONSTRUCTED AS SHOWN IN CONSTRUCTION PLANS PRIOR TO FILING FINAL PLAT.
4. ALL PORTIONS OF THIS FINAL PLAT ARE SUBJECT TO THE PROVISIONS FOUND IN THE DEVELOPMENT AGREEMENT.
5. WHEN THE BACK OR SIDE OF A SINGLE FAMILY RESIDENCE ABUTS A COLLECTOR ROAD, SCREENING WILL BE PROVIDED IN THE FORM OF A MINIMUM SIX-FOOT TALL BOARD ON BOARD FENCE WITH THE FINISHED SIDE FACING THE STREET, WHICH SHALL BE CONSTRUCTED BY THE HOME BUILDER AND SHALL HAVE CONSISTENT MATERIALS AND A CONSISTENT DESIGN ALONG ALL COLLECTOR STREETS. A COLLECTOR ROAD SHALL BE DEFINED AS A ROAD HAVING A DIVIDED TWO-LANE BOULEVARD CONNECTING MAJOR OFF-SITE ROADWAYS. THE TERM "DIVIDED" MEANS DIVIDED BY A RAISED MEDIAN.
6. THE DEVELOPER AND/OR THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE AND UPKEEP OF ALL LANDSCAPED AREAS THAT ARE NOT CONTAINED WITHIN REDISDENTIAL LOTS OR WITHIN DISTRICT-OWNED PROPERTY.
7. FOR EACH LOT THAT HAS A RETAINING WALL BUILT WITHIN THIS PLATTED AREA, A 5 FOOT WALL MAINTENANCE EASEMENT SHALL EXIST ON THE ADJOINING LOT.
8. THE OWNER OF THE LOT ON WHICH A RETAINING WALL IS LOCATED SHALL BE RESPONSIBLE FOR MAINTAINING OR REPLACING THE RETAINING WALL ON ITS LOT.
9. ALL TRACTS OF LAND, INCLUDING THOSE REFERENCED AS "REMAINDER TRACTS" ARE ZONED BY THE IN-CITY PD WITH MC TRILOGY TEXAS, LLC.
10. THE PORTION OF OLD PULLEN ROAD THAT IS ADJACENT AND PART OF THIS DEVELOPMENT WAS ABANDONED BY THE CITY OF McLENDON CHISHOLM BY ORDINANCE NO. 2025-35 AND RECORDED IN INSTRUMENT NUMBER 20260000001728 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS.
11. THE FINAL PLAT IN ITS ENTIRETY SHALL NOT BE RECORDED WITH THE COUNTY OR SIGNED BY THE CITY UNTIL ALL OF THE PUBLIC IMPROVEMENTS HAVE BEEN APPROVED BY THE CITY/COUNTY OR THE PUBLIC IMPROVEMENTS HAVE BEEN BONDED AND APPLICABLE INSTRUMENTS HAVE BEEN FILED WITH THE COUNTY. THIS PLAT SHALL NOT BE RECORDED FOR ANY REASON WITH BLANK RECORDING INFORMATION.

FINAL PLAT
HORIZON LAKES VILLAGE 3
PHASE 1

1,019,483 SQUARE FEET OR 23.404 ACRES
LOTS 15-34, BLOCK E, LOTS 1-37, BLOCK P, LOTS 1-17, BLOCK Q,
LOTS 11-17, BLOCK R, LOTS 1-6, BLOCK S, LOTS 1-19X, BLOCK X
105 RESIDENTIAL LOTS, 1 COMMON AREA

SITUATED IN THE
ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO. 231
CITY OF McLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

BEING A PORTION OF A CALLED 53.694 ACRE TRACT OF LAND (TRACT 1) TO PULTE HOMES OF TEXAS, L.P. AS RECORDED IN INSTRUMENT NUMBER 20250000006472 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

OWNER
PULTE HOMES OF TEXAS, L.P.
9111 Cypress Waters, Suite 100
Coppell, Texas 75019
972-365-7535

PROJECT INFORMATION
Project No.: MYT 21457
Date: November 25, 2025
Drawn By: WS
Scale: 1"=100'

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com

SHEET 1 of 2

Drawing: L:\Projects\MYT 21457 Trilogy Addition-Hodges Farms\Acad\Deliverables\Final_Plat\Village 3\2025 11 25 MYT 21457 Village 3 Final Plat.dwg at Feb 04, 2026-10:41am by weingleton

BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 52°57'39" E	89.09'
L2	S 37°02'21" E	50.00'
L3	N 52°57'39" E	40.76'
L4	S 43°27'32" E	182.20'
L5	S 60°30'51" W	125.00'
L6	S 66°37'03" W	50.00'
L7	S 52°57'39" W	84.80'
L8	S 81°54'03" E	111.37'
L9	S 61°22'15" E	50.00'
L10	N 28°37'45" E	58.47'
L11	S 12°57'28" E	90.67'
L12	S 77°02'32" W	125.00'
L13	N 12°57'28" W	23.50'
L14	S 77°02'32" W	59.00'
L15	N 12°57'28" W	67.17'
L16	S 60°45'55" W	189.85'
L17	N 05°33'21" E	110.35'
L18	S 71°00'54" E	26.96'
L19	N 18°59'06" E	50.00'
L20	S 71°00'54" E	26.94'
L21	N 38°50'02" E	135.80'
L22	N 22°56'19" E	102.14'
L23	N 56°04'25" E	50.00'

CENTERLINE LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 52°57'39" W	112.46'
L2	S 22°56'19" W	102.14'
L3	S 38°50'02" W	161.71'
L4	N 12°57'28" W	67.17'
L5	N 81°54'03" W	110.19'
L6	N 44°52'20" W	109.56'
L7	N 66°57'24" W	100.59'
L8	N 49°52'32" W	100.00'
L9	N 71°00'54" W	26.94'
L10	S 25°01'20" W	100.07'
L11	N 43°27'32" W	191.35'

BOUNDARY CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	975.00'	6°17'43"	107.13'	S 37°04'26" E	107.07'
C2	650.00'	13°58'02"	158.45'	S 36°28'31" E	158.06'
C3	525.00'	6°06'32"	55.98'	S 26°26'13" E	55.95'
C4	475.00'	7°28'39"	61.99'	S 19°38'38" E	61.95'
C5	500.00'	24°19'54"	212.33'	S 40°47'42" W	210.74'
C6	275.00'	5°57'56"	28.63'	S 78°55'05" E	28.62'
C7	425.00'	10°06'05"	74.93'	N 23°34'43" E	74.83'
C8	400.00'	52°06'10"	363.75'	S 39°00'33" E	351.34'
C9	225.00'	16°16'37"	63.92'	N 21°05'47" W	63.70'
C10	75.00'	43°48'44"	57.35'	N 30°56'59" W	55.96'
C11	30.00'	58°24'43"	30.58'	N 23°39'00" W	29.28'
C12	275.00'	8°12'47"	39.42'	N 09°39'45" E	39.39'
C13	275.00'	15°03'11"	72.25'	S 63°29'19" E	72.04'
C14	1345.00'	15°53'43"	373.13'	N 30°53'11" E	371.94'
C15	400.00'	30°01'20"	209.59'	N 37°56'59" E	207.20'
C16	1025.00'	0°51'07"	15.24'	S 33°30'01" E	15.24'

LOT CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1645.00'	17°17'56"	496.67'	N 33°40'19" E	494.78'
C2	400.00'	27°56'19"	195.05'	N 38°59'30" E	193.12'
C3	100.00'	52°39'58"	91.92'	N 55°34'04" W	88.72'
C4	400.00'	37°01'44"	258.51'	N 63°23'12" W	254.03'
C5	100.00'	22°05'04"	38.54'	N 55°54'52" W	38.31'
C6	400.00'	17°04'52"	119.25'	N 58°24'58" W	118.81'
C7	100.00'	21°08'22"	36.90'	N 60°26'43" W	36.69'

CENTERLINE CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	250.00'	30°01'20"	131.00'	S 37°56'59" W	129.50'
C2	1495.00'	15°53'43"	414.75'	S 30°53'11" W	413.42'
C3	250.00'	68°56'35"	300.82'	N 47°25'46" W	283.00'
C4	250.00'	37°01'44"	161.57'	N 63°23'12" W	158.77'
C5	250.00'	22°05'04"	96.36'	N 55°54'52" W	95.77'
C6	250.00'	17°04'52"	74.53'	N 58°24'58" W	74.25'
C7	250.00'	21°08'22"	92.24'	N 60°26'43" W	91.72'
C8	400.00'	13°34'13"	94.74'	S 21°50'39" W	94.52'
C9	250.00'	27°56'19"	121.90'	S 38°59'30" W	120.70'
C10	1795.00'	17°44'42"	555.93'	S 33°53'41" W	553.71'
C11	500.00'	20°04'34"	175.20'	N 33°25'14" W	174.30'
C12	1000.00'	1°52'52"	32.83'	N 42°31'06" W	32.83'
C13	1000.00'	7°39'05"	133.54'	N 37°45'07" W	133.44'

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
E	15	7169	0.165
E	16	6274	0.144
E	17	6652	0.153
E	18	6802	0.156
E	19	6802	0.156
E	20	6802	0.156
E	21	6802	0.156
E	22	6802	0.156
E	23	6802	0.156
E	24	6723	0.154
E	25	6527	0.150
E	26	6832	0.157
E	27	7453	0.171
E	28	7464	0.171
E	29	7122	0.164
E	30	6539	0.150
E	31	6525	0.150
E	32	6525	0.150
E	33	6275	0.144
E	34	7138	0.164

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
P	1	7473	0.172
P	2	6359	0.146
P	3	6359	0.146
P	4	6359	0.146
P	5	6425	0.147
P	6	8076	0.185
P	7	9246	0.212
P	8	6573	0.151
P	9	6488	0.149
P	10	6545	0.150
P	11	6536	0.150
P	12	6536	0.150
P	13	6536	0.150
P	14	6536	0.150
P	15	6536	0.150
P	16	6536	0.150
P	17	6536	0.150
P	18	6370	0.146
P	19	8808	0.202
P	20	7206	0.165
P	21	6594	0.151
P	22	6787	0.156
P	23	6787	0.156
P	24	6787	0.156
P	25	6787	0.156
P	26	6787	0.156
P	27	6787	0.156
P	28	6787	0.156
P	29	6620	0.152
P	30	6559	0.151
P	31	7339	0.168
P	32	7504	0.172
P	33	7425	0.170
P	34	6598	0.151
P	35	6562	0.151
P	36	6562	0.151
P	37	7641	0.175

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
Q	1	8867	0.204
Q	2	6489	0.149
Q	3	6611	0.152
Q	4	7836	0.180
Q	5	9745	0.224
Q	6	6916	0.159
Q	7	6767	0.155
Q	8	6724	0.154
Q	9	6647	0.153
Q	10	6655	0.153
Q	11	6747	0.155
Q	12	6925	0.159
Q	13	7190	0.165
Q	14	7543	0.173
Q	15	7987	0.183
Q	16	8523	0.196
Q	17	9696	0.223

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
R	11	7685	0.176
R	12	7230	0.166
R	13	7230	0.166
R	14	7230	0.166
R	15	7230	0.166
R	16	6588	0.151
R	17	6875	0.158

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
S	1	7543	0.173
S	2	6544	0.150
S	3	6544	0.150
S	4	6818	0.157
S	5	7054	0.162
S	6	7054	0.162

LOT AREA TABLE			
BLOCK	LOT	AREA (SF)	AREA (AC)
X	1	10391	0.239
X	2	7064	0.162
X	3	6250	0.143
X	4	6936	0.159
X	5	7147	0.164
X	6	6250	0.143
X	7	6250	0.143
X	8	8963	0.206
X	9	6250	0.143
X	10	6250	0.143
X	11	7134	0.164
X	12	7150	0.164
X	13	7150	0.164
X	14	6999	0.161
X	15	6250	0.143
X	16	6250	0.143
X	17	9394	0.216
X	18	9496	0.218
X	19	78425	1.800

APPROVED

I hereby certify that the above and foregoing Final Plat of HORIZON LAKES VILLAGE 3, PHASE 1 to the City of McLendon-Chisholm, Texas was approved by the Mayor of the City of McLendon-Chisholm on the ____ day of _____, 2026.

This approval shall be invalid unless the approved Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one year from said date of final approval. An extension may be granted by the City Council.

Said Addition shall be subject to all the requirements of the Platting Ordinance of the City of McLendon-Chisholm,

Witness my hand this the ____ day of _____, 2026.

_____
City Secretary
City of McLendon-Chisholm, Texas

_____ _____ _____
Mayor Date
City of McLendon-Chisholm, Texas

FINAL PLAT
HORIZON LAKES VILLAGE 3
PHASE 1

1,019,483 SQUARE FEET OR 23.404 ACRES
LOTS 15-34, BLOCK E, LOTS 1-37, BLOCK P, LOTS 1-17, BLOCK Q,
LOTS 11-17, BLOCK R, LOTS 1-6, BLOCK S, LOTS 1-19X, BLOCK X
105 RESIDENTIAL LOTS, 1 COMMON AREA

SITUATED IN THE
ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO, 231
CITY OF McLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

BEING A PORTION OF A CALLED 53.694 ACRE TRACT OF LAND (TRACT 1) TO PULTE HOMES OF TEXAS, L.P.
AS RECORDED IN INSTRUMENT NUMBER 20250000000006472 OF
THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

OWNER
PULTE HOMES OF TEXAS, L.P.
9111 Cypress Waters, Suite 100
Coppell, Texas 75019
972-365-7535

PROJECT INFORMATION
Project No.: MYT 21457
Date: November 25, 2025
Drawn By: WS
Scale: 1"=100'

SURVEYOR
TEAGUE NALL & PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
T.B.P.L.S. Registration No. 10194381
www.tnpinc.com

Drawing: L:\Projects\MYT 21457 Trilogy Addition-Hodges Farms\Acad\Deliverables\Final_Plat\Village 3\2025 11 25 MYT 21457 Village 3 Final Plat.dwg at Feb 04, 2026-10:41am by wsingleton

MCLENDON-CHISHOLM PLAT APPLICATION

City of McLendon-Chisholm Plat Application

Application Date: 12/2/2025

Items Submitted – Check all that apply:

Plat Type and Fees

- Preliminary Plat (1–5 lots): $1,000 + $25 per lot
- Preliminary Plat (6+ lots): $1,500 + $50 per lot
- Final Plat (1–5 lots): $800 + $25 per lot
- Final Plat (6+ lots): $1,000 + $50 per lot

Per the Development Agreement Dated 2021-11-10
Final Plat:
$250 + $5 per residential lot
$250 + $5(105) = $775

- Replat or Amended Plat: $500 + $25 per lot
- Confirmation of applicable fees paid in full to City Staff

***Note**: Acreage is rounded to the nearest whole acre. All applications are subject to full recovery of consulting costs.*

Additional Submittals

- Digital Copy of Submitted Plat/Plan **(REQUIRED)**
- Site Plan
- Concept Plan
- Planned Development
- Vacation of Plat

General Information:

Addition Name (if platted): Horizon Lakes Village 3 Phase 1 **Current Zoning:** PD

No. of Acres: 23.404 **No. of Lots:** 105 residential lots
1 common areas **Proposed Zoning:** PD

General Location of Property: North of the intersection of Pullen Road and FM 550

Applicant Name: Matt Atkins

Company Name: Teague Nall and Perkins, Inc.

Address: 825 Watters Creek Boulevard Suite M300 **City, State, Zip:** Allen, TX, 75013

Phone(s): 214-641-2717 **Email:** matkins@tnpinc.com

Owner Name: Pulte Homes of Texas, L.P.

Address: 9111 Cypress Waters, Suite 100 **City, State, Zip:** Coppel, TX, 75019

Phone(s): 469-434-5258 **Email:** Kristin.Sies@Pulte.com

Legal Description of the Property: See below

County Parcel ID: 115324

Additional Information:

Legal Description of the Property

BEING A PORTION OF A TRACT OF LAND (TRACT 1) TO PULTE HOMES OF TEXAS, L.P. AS RECORDED IN INSTRUMENT NUMBER 20250000000006472 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS

ANTONIO RODRIGUEZ SURVEY, ABSTRACT NO. 231
CITY OF McCLENDON-CHISOLM, ROCKWALL COUNTY, TEXAS

Docusign Envelope ID: 34B20FBF-04F5-4FC1-B355-30C137229D95

Development Fees & Consulting Costs

The City recognizes that professional guidance is necessary when undertaking any land use project including platting, zoning or Board of Adjustment applications. Therefore, the city will provide a one-hour OR 2 one-half hour complimentary professional consultation with the City Planner and/or City Engineer. These complimentary professional consultation(s) will be arranged by City Staff. Limit of one complimentary consultation per project.

The applicant must pay the actual fee (very small & simple projects) or deposit the estimated fee with the city prior to consultant review of any application. Should the actual consultant cost exceed the estimate, the applicant will be invoiced for amounts owed. Unused deposit monies will be refunded to the applicant within 60 days of project conclusion.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of $ $775 to cover the cost of this application has been paid to the City of McLendon-Chisholm on this 2nd day of December, 2025.

Further, I hereby certify that I understand and agree to the development fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning and Zoning Commission and/or City Council.

Signature of Applicant: Matt Atkins

Signature of Owner: DocuSigned by: Logan Kidwill 2C788E694CD4423...

City Secretary: _____

DEVELOPMENT AGREEMENT
(TRILOGY)

This Development Agreement (this "Agreement") is executed between MC Trilogy Texas, LLC, a Texas limited liability company (the "Owner") and the City of McLendon-Chisholm (the "City"), each a "Party" and collectively the "Parties" to be effective upon the Owner's acquisition of fee simple title to the Property and the In-City Property, both of which are hereinafter defined (the "Effective Date"). If the Owner does not acquire fee simple title to the Property and the In-City Property by December 31, 2022, this Agreement shall be null and void and of no further force or effect on such date.

ARTICLE I
RECITALS

WHEREAS, the Owner is the owner of that certain tract of land described on **Exhibit A** (the "Property") located wholly within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other town or city, and that certain tract of land described on **Exhibit B** (the "In-City Property") located wholly within the City's corporate limits; and

WHEREAS, pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the City will have and exercise exclusive governmental jurisdiction over the subdivision and platting of the Property and the design and construction of water, wastewater, drainage, roadway, and other public infrastructure to serve the Property and the In-City Property in accordance with this Agreement ("Public Infrastructure"), and Rockwall County will have and exercise no jurisdiction over such matters; and

WHEREAS, the Parties intend that the Property be developed: (i) as a quality, master-planned, mixed-use community including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City; and (ii) pursuant to binding, contractual development regulations that are approved by Owner and the City, that are recorded in the deed records of Rockwall County (so as to bind Owner and all future owners of the Property or any portion thereof), and that will provide regulatory certainty during the term of this Agreement; and

WHEREAS, the City is unable (at the current time and for the foreseeable future) to provide, or participate in the cost of, the Public Infrastructure that will allow the Parties' intended development of the In-City Property and the Property; and

WHEREAS, the City is unable (at the current time and for the foreseeable future) to provide full municipal services for the Parties' intended development of the In-City Property or the Property; and

WHEREAS, to facilitate the Parties' intended development of the In-City Property and the Property in a cost-effective and market-competitive manner, Owner submitted written petitions to the City Council of the City (the "City Council") dated October 8, 2021 requesting that the City Council consent to the creation of a municipal utility district encompassing the In-

City Property and the subsequent addition of the Property into such district (whether one or more, the "District") that will design, construct and install the Public Infrastructure necessary for the Parties' intended development of the In-City Property and the Property; and

WHEREAS, the City Council adopted Resolution No. 2021-11 dated October 13, 2021 consenting to the creation of the District and Resolution No. 2021-10 dated October 13, 2021 consenting to the District's addition of the Property into the boundaries of the District (collectively, the "Consent Resolution"); and

WHEREAS, the City has also consented to the creation of the District and the addition of the Property to the District as set forth in this Agreement; and

WHEREAS, the Parties intend that the consent given by the City (both in the resolutions referenced above and in this Agreement) to the creation of the District shall be unconditional and irrevocable and are given in full satisfaction of all statutory and regulatory requirements including, but not limited to, any applicable requirement for consent contained in the Texas Water Code, the Texas Local Government Code, or any rule, regulation, or policy promulgated by the Texas Commission on Environmental Quality (the "TCEQ") and by the Attorney General of the State of Texas (the "AG"); and

WHEREAS, the Parties intend that the District, or Owner as appropriate, will design, construct and install the Public Infrastructure: (i) at no cost or expense to the City; (ii) in accordance with the "Governing Regulations" as defined in this Agreement; and (iii) in accordance with the applicable requirements of the Texas Water Code, and the rules, regulations and policies of the TCEQ; and

WHEREAS, the Parties intend that the District, or Owner as appropriate, will design, construct and install the Public Infrastructure using funds advanced to the District by Owner; and that the District will thereafter reimburse Owner for such advances using the proceeds of bonds issued by the District and secured solely by ad valorem taxes levied on property within the District and by other funds legally available to the District (with the City having no responsibility or liability whatsoever for any District bonds); and

WHEREAS, RCH Water Supply Corporation ("RCH") currently holds the water certificate of convenience and necessity ("CCN") over the Property and a portion of the In-City Property; and

WHEREAS, no entity holds the wastewater certificate of convenience and necessity over the Property or the In-City Property; and

WHEREAS, the Parties intend that the City will be the retail provider of wastewater service to the Property and the In-City Property; and

WHEREAS, the City of Rockwall entered into that certain Wastewater Service Contract with the City dated March 24, 2008 (the "Rockwall Wastewater Agreement"), pursuant to which Rockwall will serve as the wholesale wastewater provider to the City; and

WHEREAS, the City intends to negotiate with the City of Rockwall for amendments to the Rockwall Wastewater Agreement to the extent necessary to allow the City to provide adequate wastewater service for the full development of the Property and the In-City Property for the Term of this Agreement; and

WHEREAS, the Parties' intended development of the Property, including the design, construction and installation of Public Infrastructure, will benefit the City and its current and future citizens, including the creation of substantial future tax base for the City, without any capital investment by the City; and

WHEREAS, the Parties intend that the City will consider an application by the Owner to rezone the In-City Property through the Chapter 211, Texas Local Government Code zoning process to allow a one acre minimum lot size for residential dwelling units on the approximately 179-acre In-City Property, as well as certain non-residential development, and acknowledge that nothing in this Agreement is intended to regulate the zoning or land use of the In-City Property or to require that the City approve any particular zoning of the In-City Property; 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 with respect to all provisions in this Agreement that pertain to the Property; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code.

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

ARTICLE II
DEVELOPMENT REGULATIONS

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

(a) the Concept Plan attached as **Exhibit C** as amended from time to time in accordance with this Agreement (the "Concept Plan"), which shall apply only to the Property; and

(b) the development regulations set forth on **Exhibit D** (the "Development Regulations"), which shall apply only to the Property; and

(c) the following building codes adopted by the City and in effect on the Effective Date: the provisions of the International Building Code (2018 edition), the International Residential Code (2018 edition), the International Energy Conservation Code (2018 edition), the International Mechanical Code (2018 edition), the International Plumbing Code (2018 edition), the International Fuel Gas Code (2018 edition), the International Property Maintenance Code (2018 edition), the National Electrical Code

(2020 edition), the International Fire Code (2018 edition) excluding all cul-de-sac size and dimension requirements, as well as amendments thereto adopted by Ordinance No. 2020-03 (the "Building Codes"), which shall apply to both the Property and the In-City Property; and

(d) the subdivision regulations of the City in effect on the Effective Date (the "Subdivision Regulations"), as amended by the special regulations set forth on **Exhibit E** (the "Special Regulations"), both of which shall apply to the Property and the In-City Property.

With the exception of zoning regulations that apply to the In-City Property, the Governing Regulations are exclusive, and no other City-adopted ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City after the Effective Date) apply to the development of the Property or the In-City Property. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties agree that the Governing Regulations shall include the City's exercise of exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of Public Infrastructure.

2.2 Concept Plan Revisions. The street layout and the location and configuration of open space areas shown on **Exhibit C** will comply with all Governing Regulations. In addition, any amendment to the Concept plan that is approved on a plat is deemed to be a City-approved amendment to the Concept Plan. All other revisions to the Concept Plan require the approval of the City Council, which shall not be unreasonably withheld.

2.3 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 the event of a conflict between this Agreement (including any exhibit attached hereto) and the Building Codes or the Subdivision Regulations, this Agreement (including all exhibits attached hereto) shall control.

ARTICLE III
DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties intend that the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, and the design, construction, installation, and inspection of Public Infrastructure, and that Rockwall County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plat Approval. Subdivision of the Property and the In-City Property requires approval of plats by the City in accordance with the Governing Regulations and this Agreement.

3.3 Public Infrastructure. The following requirements apply to both the In-City Property and the Property:

(a) The Public Infrastructure must be designed to comply with the Subdivision Regulations as amended by the Special Regulations, and no construction or installation of Public Infrastructure shall begin until plans and specifications have been approved by the City (which approvals must not be unreasonably withheld or delayed). Nothing herein is intended to waive or modify any applicable requirements for retail or wholesale providers to review and approve any water or wastewater construction plans.

(b) Inspections. The City acknowledges that all Public Infrastructure must be inspected as required by the rules of the TCEQ to the extent the costs and expenses paid or incurred by Owner in connection with such infrastructure will be reimbursable to Owner from bonds issued by the District or other funds legally available to the District. In order to avoid the duplication of time and expense of dual inspection and testing of Public Infrastructure, the Parties have agreed for inspection and testing of the Public Infrastructure as set forth in this section. The engineer for the District shall perform inspections of all Public Infrastructure and issue certifications to confirm compliance with City requirements and TCEQ requirements, and file copies of his or her reports with the City. Alternatively, at the City's option, the City's engineer may perform all inspections of Public Infrastructure, in which case the City shall require its engineer to issue certifications to confirm compliance with City requirements and TCEQ requirements.

3.4 Building Permits. No permanent structure (as such term may be defined, from time to time, by the District, but in any event, including every structure designed or intended for human occupancy and every accessory structure intended for human occupancy (a "Structure") shall be constructed unless a building permit has been issued by the City. Building permits shall not be unreasonably withheld, conditioned, or delayed. A building permit must be issued for any structure that complies with the applicable regulations. Except for model homes, no building permit may be issued for a Structure unless a final plat has been recorded for the lot on which the Structure is being constructed. Building permits must be issued for model homes prior to the recordation of a final plat if the Public Infrastructure to serve the model homes has been completed and inspected as required by Section 3.3 (including fire protection and excluding sewer); however, no model home may be sold to any end-buyer of a fully developed and improved lot within the Property ("End-Buyer") until a final plat has been recorded.

3.5 Certificate of Occupancy. Except for model homes, no Structure may be occupied until a Certificate of Occupancy has been issued by the City certifying that the Structure has been constructed in compliance with the applicable regulations, which certificates shall not be unreasonably withheld, conditioned, or delayed. Model homes may be occupied for the sole purpose of sales and marketing; however, no model home may be sold to or occupied by an End-Buyer until a Certificate of Occupancy has been issued.

ARTICLE IV
DEVELOPMENT CHARGES

4.1 Plat Review Fees. Development of the Property and the In-City Property shall be subject to payment to the City of the following fees (the "Plat Review Fees"): (a) for a preliminary plat, $280 per acre (or fraction thereof) within the plat plus the City's costs to hire a consultant to review the preliminary plat if City staff is not able to review the plat; and (b) for a final plat, $250 plus $5 per lot within the final plat, plus the City's costs to hire a consultant to review the final plat if City staff is not able to review the plat.

4.2 Plan Review Fees. Development of the Property and the In-City Property shall be subject to payment to the City of the reasonable and lawful costs to hire a consultant to review the District's plans and specifications for Public Infrastructure (the "Plan Review Fees").

4.3 Building Permit Fees. Development of the Property and the In-City Property shall be subject to payment to the City of the reasonable and lawful fees and charges applicable to the City's review of building construction plans, issuance of building permits, inspection of buildings, and issuance of certificates of substantial completion (the "Building Permit Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of a building permit application. The fee schedule applicable to the Property and the In-City Property shall be uniformly applicable to all development within the corporate limits of the City.

4.4 Flood Study Fee. A fee equal to the actual cost of the City's engineer's review of a new flood study for the In-City Property and the Property shall be paid to the City in connection with the City's analysis of any new flood study that is required by the Governing Regulations (the "Flood Study Fee"), which fee is required to be a reasonable market rate fee for a licensed professional engineer to review a flood study of a comparable scope.

4.5 City Fees. The Parties agree that the City may collect a $1,500 wastewater fee per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Wastewater City Fees"), which is a fee that shall be used to fund administrative and facility operation and maintenance costs associated with providing wastewater service to the Property and the In-City Property. If the City is the retail water provider to the Property and the In-City Property, the Parties agree that the City may collect a $1,000 water fee per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Water City Fees"), which is a fee that shall be used to fund administrative and facility operation and maintenance costs associated with providing water service to the Property and the In-City Property. The City agrees that no impact fees adopted pursuant to Chapter 395 of the Texas Local Government Code will be collected in connection with the development or use of the Property or the In-City Property. This Section 4.5 applies to both the Property and the In-City Property.

4.6 Public Safety Fees. The Parties agree that the City may collect a $250 public safety fee per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Public Safety Fees"), which fees shall be used to fund the City's provision of public safety services to the Property and the In-City Property. This Section 4.6 applies to both the Property and the In-City Property.

4.7 Exclusive Fees. Except for Plat Review Fees, Plan Review Fees, Building Permit Fees, Flood Study Fee, and Wastewater City Fees, the Water City Fees, and the Public Safety Fees (collectively, the "Fees"), no other fees or charges of any kind are due and payable to the City in connection with the development of the Property or the In-City Property.

ARTICLE V
RETAIL UTILITY SERVICE

5.1 Water. The Parties contemplate entering into a separate agreement at a later date regarding water service and water Public Infrastructure to serve the Property and the In-City Property.

5.2 Wastewater.

(a) The City agrees to be the retail provider of wastewater service to the Property and the In-City Property. The City agrees to negotiate in good faith with the City of Rockwall for amendments to the Rockwall Wastewater Agreement, and if necessary, negotiate in good faith with a different wholesale provider of wastewater service, to allow the City to provide adequate wastewater service for the full development of the Property as contemplated by this Agreement and the full development of the In-City Property as contemplated by the Owner's proposed PD zoning of the In-City Property as further described in Section 7.3(a) below (collectively, the "Full Development"), and will reserve such capacity for the Full Development.

(b) If (i) the City is unable or unwilling to provide wastewater service for the Full Development at any time; or (ii) prior to the annexation of the Property by the City the City has not entered into a written extension of the Rockwall Wastewater Agreement that extends the term of the agreement for at least the Term of this Agreement and provides for adequate capacity to provide retail wastewater service for the Full Development, or alternatively, has not entered into a new written wholesale wastewater agreement with the City of Rockwall or a different wholesale provider for a term that is at least the Term of this Agreement and that provides for adequate capacity to provide retail wastewater service for the Full Development, (1) the Owner or the District may construct and maintain a temporary wastewater treatment plant at a location approved by Owner and the City, with such approval not to be unreasonably withheld, delayed or conditioned, to serve all or a portion of the Full Development; and (2) the City consents to, and agrees to support the issuance of a discharge permit to allow the construction and maintenance for a temporary wastewater treatment plant for such purpose.

(c) If necessary for the City to provide adequate wastewater service to the Full Development, on behalf of and at no cost to the City, the Owner or the District may construct at a location approved by Owner and the City, with such approval not to be unreasonably withheld, delayed or conditioned, a temporary wastewater treatment plant to serve all or a portion of the Full Development, and the City consents to, and agrees to apply for and support the issuance of, a discharge permit to the City to allow the construction and maintenance of a temporary wastewater treatment plant for such purpose.

ARTICLE VI
CONSENT TO DISTRICT

6.1 Consent to the District Creation. This Agreement constitutes the irrevocable and unconditional consent of the City to the creation of the District thereof 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. The City further consents (a) to the authority of the District to include road powers pursuant to Section 54.234, Texas Water Code, as amended (by petition to and approval of the TCEQ or otherwise); (b) to expansions, from time to time, of the authority of the District (by special acts of the Texas legislature or otherwise) to include additional powers to exercise eminent domain, the right to divide, or other powers that are authorized by the Texas Constitution or by the laws of the State of Texas, as amended; and (c) the District's addition of the Property subsequent to the District's creation and following the City's annexation of the Property. The City further consents to divisions of the Districts and to boundary adjustments among the resulting districts in the form of exclusions and additions of land within the In-City Property and the Property.

6.2 Consent Resolutions; Other Documents. The City agrees to adopt such further ordinances or resolutions and execute such further documents as may reasonably be requested by Owner, the TCEQ, the AG, or the District to evidence the City's consents as set forth in this Agreement and in the Consent Resolution.

6.3 No Limitation of Powers. Nothing in this Article VI 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 the District.

6.4 Full Satisfaction. The consents contained in this Article VI 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; (b) with the understanding that the District Consents are irrevocable and cannot be withdrawn or modified in any way by the City or by any action of the City Council without the prior written approval of Owner; (c) 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; and (d) with the understanding that the District Consents shall not be

affected by: (1) any default under this Agreement, whether by Owner or any other person or entity that is or hereafter becomes bound by this Agreement, (2) any other act or omission by Owner or any other person or entity, whether or not related to this Agreement, the In-City Property, or the Property, or (3) any act or omission by the District, whether or not related to this Agreement, the In-City Property, or the Property.

6.5 Dissolution by City.

(a) The City hereby acknowledges and agrees that: (i) the District's purpose and function include the acquisition, construction, and financing of all Public Infrastructure necessary for the full development of the area within the District, including the Property and In-City Property (the "District Area"); (ii) the District currently has no funds legally available for such purpose and function; (iii) the District will enter into obligations to secure funds and perform such purpose and function in the form of one or more developer reimbursement agreements (a "Developer Reimbursement Agreement") with Owner and other developers of land within the District Area; and (iv) the District intends to meet its obligations and perform its function so as to reimburse such developers to the maximum extent permitted for all monies advanced or to be advanced on behalf of the District pursuant to each Developer Reimbursement Agreement and complete the acquisition and construction of all Public Infrastructure necessary for full development of the District Area.

(b) If the City dissolves the District prior to the District's completion of performance of its function and purpose of the acquisition and construction of all Public Infrastructure necessary for full development of the District Area, and reimbursement of each developer for monies advanced to or on behalf of the District for such purposes to the maximum extent permitted under a Developer Reimbursement Agreement, on the effective date of District dissolution the City shall (i) pay in cash to each developer who has advanced monies to or on behalf of the District pursuant to a Developer Reimbursement Agreement, to the maximum extent permitted under the Developer Reimbursement Agreement, an amount equal to actual costs incurred by developer in connection with the Public Infrastructure that has not been reimbursed as of the date of dissolution as required under the terms of the Developer Reimbursement Agreement; and (ii) be deemed to have assumed all of the District's ongoing contractual obligations, including, but not limited to, the District's obligations to reimburse a developer to the maximum extent permitted hereunder for future expenditures to be made subsequent to the date of dissolution for Public Infrastructure in accordance with any then existing Developer Reimbursement Agreement, with the source of funds for the City's payment being proceeds of bonds, notes or other obligations the City determines to issue for such purpose or other legally available funds of the City. All obligations assumed by the City, including obligations to issue bonds, notes or other obligations for the payment to a developer, shall be subject to all conditions, restrictions or other limitations applicable to the District under this Agreement, the Facilities Agreement between the City and the owners of the Property and the In-City Property effective on the Effective Date of this Agreement (the "Facilities Agreement"), and the Consent Resolution, including for the issuance of Bonds. This obligation is conditional upon the acquisition and construction of such Public Infrastructure by a developer, in lieu of the District, in the manner required

by the Developer Reimbursement Agreement. This Section 6.5 survives the termination or expiration of this Agreement and the Facilities Agreement.

(c) Should the City determine to proceed with dissolving the District, the City shall give the District and Owner and all other owners of land within the District nine (9) months advance written notice of its intent prior to initiation of formal dissolution proceedings. Upon receipt of such notice, the Parties will meet with the City to confirm the status of the outstanding obligations of each of the Parties under this Agreement.

(d) The Parties intend for the obligations of the District under this Agreement to constitute "obligations" of the District within the meaning of Section 43.074, Local Government Code. The Parties further intend in the event that the City adopts an ordinance dissolving the District, the City shall assume all of the obligations of the District, including those set forth in this Agreement, to the fullest extent permitted by law and the terms of the Development Agreement, Facilities Agreement, and this Agreement.

6.6 Notice. Pursuant to Section 49.452 of the Texas Water Code, purchasers of land within the District will receive notices in a format that is substantially the same as the one attached as **Exhibit R** in compliance with such statute.

ARTICLE VII
ADDITIONAL PROVISIONS

7.1 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.

7.2 Term. The term of this Agreement shall be 45 years after the Effective Date ("Term").

7.3 Annexation and Zoning; Public Safety Site Dedication Following Annexation.

(a) The Property shall remain in the ETJ of the City and be immune from full purpose annexation until such time the Owner submits a notarized request for voluntary annexation of the Property to the City, which the Owner shall do within 30 days after all of the following conditions have been satisfied: (i) the In-City Property has been zoned as a planned development district with regulations consistent with those that apply to the Property pursuant to this Agreement (excluding commercial land use regulations, which shall not apply to the In-City Property) and the Governing Regulations, (ii) the City and the owners of the Property and the In-City Property have entered into the Facilities Agreement; (iii) the District has been created by the TCEQ; and (iv) District elections have been held confirming the creation of the District and its initial directors and

authorizing the District to levy a maintenance tax. Nothing in this subsection shall be construed as requiring the City Council to adopt a particular zoning ordinance for the In-City Property, and part (i) of this subsection merely constitutes a condition precedent to annexation of the Property. Annexation of the Property by the City shall not impact the Term of this Agreement or the continued applicability of this Agreement.

(b) Within 30 days after the annexation of the Property, the City agrees to consider zoning the Property as a planned development district with regulations consistent with this Agreement; however, this Agreement shall control in the event of any conflict between this Agreement and the future zoning of the Property.

(c) Within 180 days after the annexation of the Property in accordance with this Section 7.3, the Owner and the City shall mutually approve the location of a minimum two-acre public safety site within the Property or the In-City Property, which approval shall not be unreasonably withheld by either Party, and the Owner shall dedicate such site to the City at no cost to the City. If the Parties cannot agree on the location of the public safety site, the 180-day period shall be extended automatically until the Parties reach an agreement and the site is dedicated to the City. The deed conveying the public safety site to the City may contain restrictions limiting the use of such land to public safety purposes and may contain reversion language that causes ownership of the land to revert to the Owner if the City does not construct a public safety building on the public safety site within ten years after the conveyance to the City.

7.4 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 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (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); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). Notices given pursuant to this section shall be addressed as follows:

To the City:

Attn: City Administrator
City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032
E-mail: lisa@mclendon-chisholm.com

With a copy to:

Attn Michael Halla,
City of McLendon-Chisholm Attorney
12655 North Central Expressway, Ste. 1000
Dallas, Texas 75243
E-mail: mhalla@hallalawfirm.com

To the Owner:	Attn: Phillip Huffines 8200 Douglas Avenue, Suite 300 Dallas, Texas 75225 E-mail: pwh@huffinescommunities.com
With a copy to:	Attn: Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, TX 75218 E-mail: misty.ventura@svlandlaw.com
To the District:	Board of Directors Rockwall County Municipal Utility District No. 10 c/o Crawford & Jordan LLP 19 Briar Hollow Lane, Suite 245 Houston, Texas 77027 E-mail: cjordan@crawlaw.net
With a copy to:	Attn: Mr. Christopher Jordan Crawford & Jordan LLP 19 Briar Hollow Lane, Suite 245 Houston, Texas 77027 E-mail: cjordan@crawlaw.net

7.5 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto (excluding amendments to the Concept Plan, which shall be maintained in a file kept by the City Secretary) shall be recorded in the deed records of Rockwall County. In addition, all assignments to this Agreement shall be recorded in the deed records of Rockwall County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer 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, developer, 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.

7.6 Events of Default. The Owner shall not be in default under this Agreement until the City has given notice of the alleged failure to perform (which notice shall set forth in reasonable detail the nature of the alleged failure) and until the Owner 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 30 days after written notice of the alleged failure has been given). In addition, the Owner shall not be in default under this

Agreement if, within the applicable cure period, the Owner begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

7.7 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:

(a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the City to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract); or

(c) adversely affect or impair the current or future obligations of the City to provide any service to any portion of the Property; or

(d) entitle the aggrieved Party to seek or recover exemplary damages; or

(e) adversely affect or impair the effectiveness or validity of any District Consents; or

(f) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds) or the day-to-day administration of the District; or

(g) allow the Property to be annexed except as contemplated and authorized by this Agreement;

(h) entitle either Party to receive attorney's fees; or

(i) limit the Term.

7.8 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The City waives its governmental immunity from suit and immunity from liability as to any action brought by a Party (or by the District) to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has

with respect to suits against the City by persons or entities other than the District or a Party to this Agreement.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

(c) It is also expressly agreed by the Parties that the City shall be immune from, and the Owner hereby waives, any claim for failure on the part of the City to perform, or the manner of performance, of any of its traditional governmental functions as defined and contained in Section 101.0215(a) of the Texas Civil Practice and Remedies Code, but only to the extent such immunity and waiver are consistent with the provisions of Texas Local Government Code Section 212.172, as amended, and Section 7.8(d) below. It is further expressly agreed by the Parties that this paragraph is a material term for the City, without which the City would not have entered into this Agreement.

(d) The Parties agree that nothing in this Agreement waives the rights of either Party to seek relief for any violation of any federal or state law,

7.9 Assignment by Owner to the District. Owner has the right to assign to the District those portions of this Agreement concerning the provision of water and/or wastewater service to the Property and the design, construction, installation, maintenance, and repair of parks or open space and any Public Infrastructure, including, but not limited to, water, wastewater, stormwater, roadway, and detention Public Infrastructure. Thereafter, for the limited purposes of such assignment, the District shall be considered an "Assignee," and therefore a Party, for purposes of this Agreement. Each assignment shall be in writing executed by Owner and the District and shall obligate the District to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the District for the performance of all obligations assigned to the District and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the District's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not given to the City within 15 days after execution, Owner shall not be released until the City receives the assignment. No assignment by Owner shall release Owner from any liability resulting 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 the District, including a copy of each executed assignment, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

7.10 Assignment by Owner. 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 is or will become an owner of any portion of the

Property or that is an entity that is controlled by or under common control with Owner. 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. A copy of each assignment shall be provided to all Parties within 15 days after execution. 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 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. An Assignee shall be a "Party" and the "Owner" for purposes of the obligations, rights, title, or interests being assigned. The City shall not assign this Agreement.

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

7.12 No Restriction on Property Transfer. No provision of this Agreement shall limit the ability of the Owner or any other person to transfer voluntarily or involuntarily its right, title, or interest in or to all or any portion of the Property.

7.13 Releases. From time to time upon written request of Owner or the District, the City Administrator shall execute, in recordable form, a release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and Development Regulations.

7.14 Estoppel Certificates. From time to time upon written request of Owner or the District, the City Administrator will execute a written estoppel certificate identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement.

7.15 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS PROVIDED IN THIS SECTION, OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM: (A) OF "VESTED" OR "PROTECTED" DEVELOPMENT OR OTHER PROPERTY RIGHTS ARISING FROM CHAPTERS 43 OR 245, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR OTHERWISE ARISING FROM COMMON LAW OR OTHER STATE OR FEDERAL LAWS; (B) THAT ANY GOVERNING REGULATION DEFINED IN ARTICLE II OF THIS AGREEMENT, ON ITS FACE OR AS APPLIED TO THE PROPERTY OR ANY PORTION THEREOF, VIOLATES ANY LOCAL, STATE, OR FEDERAL LAW; OR (C) THAT AN ACTION BY THE CITY CONSTITUTES A "TAKING" OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR THE IN-CITY PROPERTY OR AN ILLEGAL EXACTION.

7.16 Manufactured Housing. Notwithstanding any other provision of this Agreement to the contrary, HUD-certified manufactured homes may be located within the In-City Property and the Property, from time to time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). Owner will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied. Manufactured homes permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a Certificate of Occupancy; (d) do not otherwise have to comply with the Governing Regulations in the case of the Property or zoning regulations in the case of the In-City Property; (e) do not require any permit or other approval by the City; (f) are not subject to payment of any of the Fees; and (g) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes must have adequate access for fire protection.

7.17 Water Wells. Water wells may be drilled within the In-City Property and the Property to provide irrigation water and water for domestic use, including, but not limited to, use by the residents of the manufactured housing described in Section 7.16 above; subject, however, to all applicable rules and regulations of Rockwall County and the TCEQ.

7.18 Interpretation. 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.

7.19 Authority and Enforceability. The City represents and warrants that this Agreement has been approved and adopted 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, and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. 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.

7.20 Entire Agreement; Severability. This Agreement, together with the Facilities 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, (a) 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, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ.

7.21 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 In-City Property or 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 this Agreement, 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.

7.22 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 Rockwall County. Venue for any action to enforce or construe this Agreement shall be in Rockwall County.

7.23 Non 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.

7.24 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. If the District is not an Assignee, the District shall be considered a third-party beneficiary of this Agreement. 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. 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.

7.25 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 ten 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, including, but not limited to, events or circumstances caused by a pandemic or flooding

7.26 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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.

7.27 Iran, Sudan and Foreign Terrorist Organizations. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a

governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Owner represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or 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; ttps://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

7.28 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.

7.29 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

7.30 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under

Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

7.31 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.

7.32 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

7.33 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	Metes and Bounds Description of the In-City Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Special Regulations
Exhibit F	Product Type Illustrations
Exhibit G	Repetition Restrictions
Exhibit H	Mailbox Design
Exhibit I	Parks, Open Space, and Trail Plan
Exhibit J	Street Sections
Exhibit K	Architectural Guidelines
Exhibit L	Trash Can Pads
Exhibit M	Address Plaques
Exhibit N	Fence Design for Single Family Detached
Exhibit O	Realtor and Builder Sign Specifications
Exhibit P	Sidewalks
Exhibit Q	Shrub Planting Locations
Exhibit R	District Notice

Executed by Owner and the City to be effective on the Effective Date.

ATTEST:

Name: Rochelle Green
Title: City Secretary

CITY OF MCLENDON-CHISHOLM

By: Keith W Sheet
Name: Keith W Sheet
Title: Mayor

Date: 10/27/2021

APPROVED AS TO FORM AND LEGALITY:

Name:
City Attorney

CITY OF McLENDON-CHISHOLM CORPORATE SEAL TEXAS

STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on 1027, 2021 by Judy Rhoades, _____ of the City of McLendon-Chisholm Texas on behalf of said city.

Judy Rhoades
Notary Public, State of Texas

JUDY RHOADES
Notary Public, State of Texas
Comm. Expires 02-03-2024
Notary ID 379676-1

OWNER:

MC Trilogy Texas, LLC,
a Texas limited liability company

By:_____
Phillip Huffines, Managing Director

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on Oct. 27, 2021 by Phillip Huffines, Managing Director of MC Trilogy Texas, LLC, a Texas limited liability company on behalf of said company.

ROXANNE CABRERA
Notary ID #12217308
My Commission Expires
March 20, 2025

_____
Notary Public, State of Texas

Exhibit A
Metes and Bounds Description of the Property

ETJ TRACT 1

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN RABBIT RIDGE ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), AT THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 44°16'29" E a distance of 89.26'to a point for corner;

THENCE N 44°15'17" E a distance of 1492.27'to a point for corner;

THENCE S 45°49'51" E a distance of 3464.03'to a point for corner;

THENCE N 45°15'27" E a distance of 845.37'to a point for corner;

THENCE S 45°20'50" E a distance of 770.32'to a point for corner;

THENCE S 45°52'07" E a distance of 371.76'to a point for corner;

THENCE S 45°39'45" E a distance of 866.70'to a point for corner;

THENCE S 45°04'02" E a distance of 400.01'to a point for corner;

THENCE S 44°19'52" W a distance of 614.77'to a point for corner;

THENCE S 44°19'52" W a distance of 618.71'to a point for corner;

THENCE S 45°40'08" E a distance of 706.56'to a point for corner;

THENCE S 44°23'53" W a distance of 1352.29'to a point for corner;

THENCE S 44°42'29" W a distance of 1349.67'to a point for corner;

THENCE N 45°05'00" W a distance of 30.40'to a point for corner;

THENCE S 68°20'00" W a distance of 151.80'to a point for corner;

THENCE N 88°15'00" W a distance of 274.51'to a point for corner;

THENCE N 88°15'00" W a distance of 102.49'to a point for corner;

THENCE N 87°05'36" W a distance of 499.42'to a point for corner;

THENCE N 88°20'23" W a distance of 365.10'to a point for corner;

THENCE N 45°00'00" W a distance of 1596.73'to a point for corner;

THENCE N 45°00'00" E a distance of 1050.00'to a point for corner;

THENCE N 45°00'00" W a distance of 150.87'to a point for corner;

THENCE N 48°33'57" E a distance of 83.82'to a point for corner;

THENCE N 08°18'57" E a distance of 54.00'to a point for corner;

THENCE N 43°11'03" W a distance of 104.00'to a point for corner;

THENCE N 12°41'03" W a distance of 111.00'to a point for corner;

THENCE N 39°33'57" E a distance of 93.00'to a point for corner;

THENCE S 89°11'03" E a distance of 140.00'to a point for corner;

THENCE N 33°48'57" E a distance of 108.00'to a point for corner;

THENCE N 81°48'57" E a distance of 98.00'to a point for corner;

THENCE N 13°18'57" E a distance of 143.00'to a point for corner;

THENCE N 61°11'03" W a distance of 57.00'to a point for corner;

THENCE N 44°56'03" W a distance of 123.00'to a point for corner;

THENCE N 08°56'03" W a distance of 57.00'to a point for corner;

THENCE N 86°18'57" E a distance of 129.00'to a point for corner;

THENCE N 40°03'57" E a distance of 128.00'to a point for corner;

THENCE N 57°03'57" E a distance of 110.00'to a point for corner;

THENCE N 69°48'57" E a distance of 81.15'to a point for corner;

THENCE N 41°14'57" W a distance of 2018.90'to a point for corner;

THENCE N 40°35'51" W A DISTANCE OF 1575.68' TO THE POINT OF BEGINNING, CONTAINING 19,245,590.6 SQUARE FEET, OR 441.818 ACRES OF LAND MORE OR LESS.

ETJ TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN PULLEN ROAD,(A VARIABLE WIDTH RIGHT-OF-WAY), AT THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 45°52'07" E a distance of 836.75' to a point for corner;

THENCE N 44°13'38" E a distance of 717.19' to a point for corner;

THENCE S 45°44'07" E a distance of 1529.00' to a point for corner;

THENCE S 45°00'00" W a distance of 1708.95' to a point for corner;

THENCE N 45°00'00" W a distance of 1750.00' to a point for corner;

THENCE S 45°00'00" W a distance of 800.00' to a point for corner;

THENCE S 45°00'00" E a distance of 600.00' to a point for corner;

THENCE S 45°00'00" W a distance of 1092.91' to a point for corner;

THENCE N 88°13'09" W a distance of 163.88' to a point for corner;

THENCE N 86°06'41" W a distance of 301.66' to a point for corner;

THENCE N 88°15'00" W a distance of 1073.00' to a point for corner;

THENCE N 01°45'00" E a distance of 65.55' to a point for corner;

THENCE N 44°34'36" E a distance of 928.59' to a point for corner;

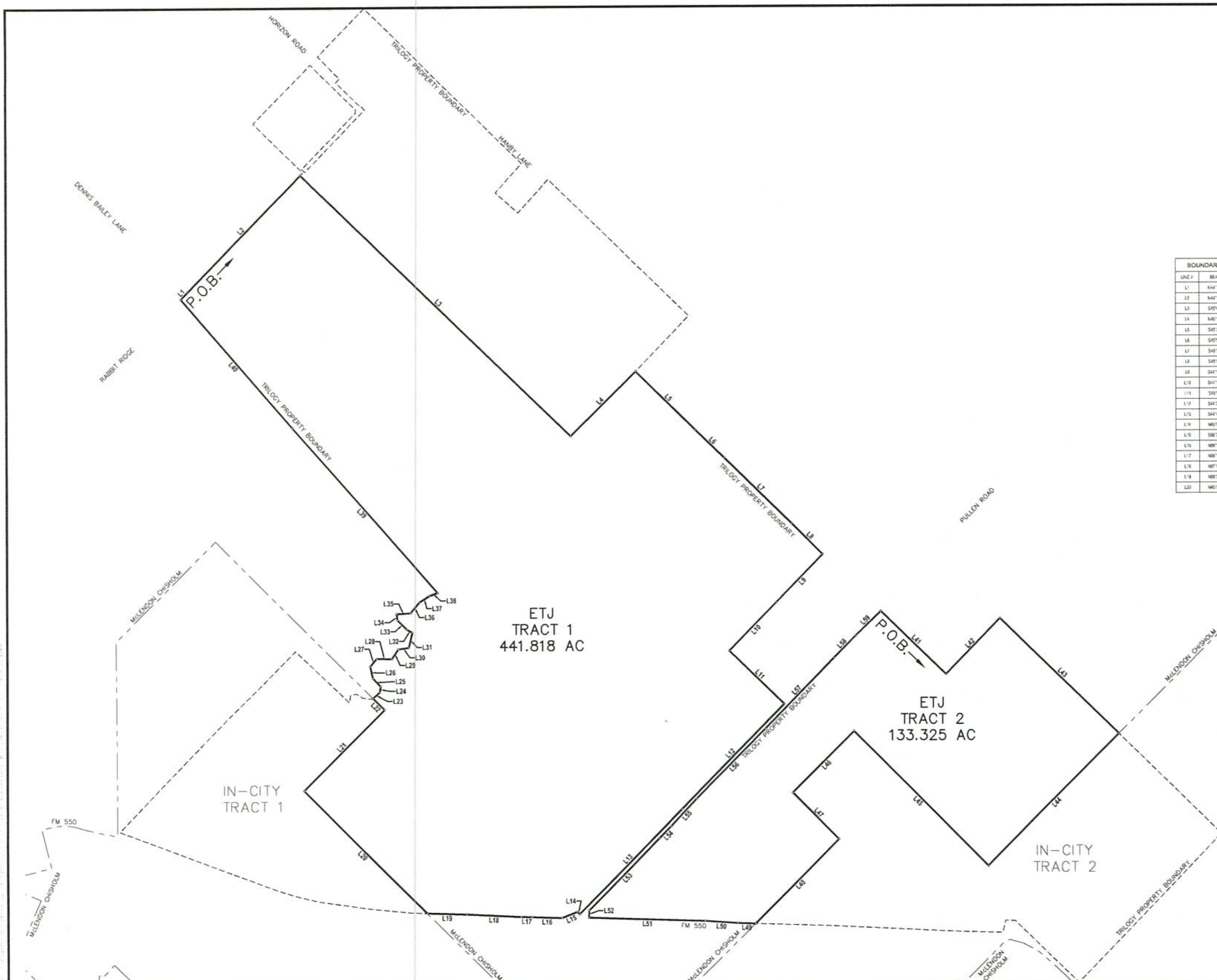
THENCE N 44°31'40" E a distance of 151.79' to a point for corner;
THENCE N 43°28'23" E a distance of 346.55' to a point for corner;

THENCE N 44°43'11" E a distance of 901.86' to a point for corner;

THENCE N 44°06'02" E a distance of 914.03' to a point for corner;

THENCE N 44°44'29" E a distance of 285.28' to a point for corner;

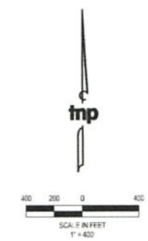
THENCE N 45°50'03" E A DISTANCE OF 322.68' TO THE POINT OF BEGINNING, CONTAINING 5,807,645.3 SQUARE FEET, OR 133.325 ACRES OF LAND MORE OR LESS.



BOUNDARY LINE TABLE		
LINE #	BEARING	LENGTH
L1	N44°18'20"E	89.26'
L2	N44°15'17"E	1492.27'
L3	S45°49'51"E	3464.63'
L4	N45°15'27"E	945.37'
L5	S45°20'00"E	770.32'
L6	S45°52'07"E	371.76'
L7	S45°39'45"E	868.70'
L8	S45°04'02"E	400.01'
L9	S44°19'52"W	614.77'
L10	S44°19'52"W	618.71'
L11	S45°40'08"E	706.36'
L12	S44°23'53"W	1352.29'
L13	S44°42'29"W	1349.67'
L14	N45°06'00"W	30.40'
L15	S66°20'00"W	151.89'
L16	N88°15'00"W	274.51'
L17	N88°15'00"W	102.49'
L18	N87°08'36"W	499.42'
L19	N88°20'23"W	365.10'
L20	N45°00'00"W	1596.73'

BOUNDARY LINE TABLE		
LINE #	BEARING	LENGTH
L21	N45°30'00"E	1650.00'
L22	N45°00'00"W	150.87'
L23	N46°30'57"E	83.82'
L24	N08°18'57"E	54.00'
L25	N43°11'03"W	104.00'
L26	N12°41'03"W	111.00'
L27	N39°30'57"E	93.00'
L28	S89°11'03"E	148.30'
L29	N03°48'57"E	108.30'
L30	N81°48'57"E	98.00'
L31	N12°18'57"E	143.30'
L32	N61°11'03"W	57.00'
L33	N44°56'03"W	123.00'
L34	N68°56'03"W	57.00'
L35	N80°18'57"E	129.00'
L36	N43°30'57"E	128.00'
L37	N57°30'57"E	110.00'
L38	N69°48'57"E	81.10'
L39	N47°14'57"W	2018.90'
L40	N40°35'51"W	1575.60'

BOUNDARY LINE TABLE		
LINE #	BEARING	LENGTH
L41	S45°52'31"E	526.75'
L42	N44°10'38"E	717.19'
L43	S45°44'07"E	1528.03'
L44	S45°00'00"W	1708.09'
L45	N45°00'00"W	1750.03'
L46	S45°00'00"W	800.03'
L47	S45°00'30"E	600.03'
L48	S45°00'00"W	1062.51'
L49	N88°13'06"W	163.88'
L50	N86°08'41"W	301.68'
L51	N88°13'06"W	1073.03'
L52	N01°45'30"E	65.55'
L53	N44°34'38"E	928.57'
L54	N44°31'40"E	151.79'
L55	N43°58'33"E	346.55'
L56	N44°43'11"E	901.60'
L57	N44°06'02"E	914.03'
L58	N44°44'29"E	795.28'
L59	N45°56'03"E	322.88'



TRILOGY

DISTRICT BOUNDARY EXHIBIT
McLENDON CHISHOLM ETJ

CLIENT
HUFFINES COMMUNITIES
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Dallas, Texas 75225
PH. 972.860.3141

ENGINEER
TEAGUE NALL AND PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
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www.tnpinc.com
TBPELS: ENGR F-230; SURV 10011600, 10011601, 10194381
GBPE: PEF007431; TBAE: BR 2673

Exhibit B
Metes and Bounds Description of the In-City Property

TRACT 1

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550 (VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN VOLUME 41 AT PAGES 545 565 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS AT THE RECOGNIZED SOUTHWEST CORNER OF SAID TRACT;

THENCE NORTH 44° 03' 50" EAST A DISTANCE OF 1,220.15 FEET TO A POINT FOR CORNER, SAID POINT BEING THE SOUTH CORNER OF A CALLED 58.110 ACRE TRACT OF LAND DESCRIBED IN DEED TO DONALD R. HOLLAWAY RECORDED UNDER COUNTY CLERKS FILE NUMBER 2011-00444931 (VOL. 6347, PG. 221) OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE NORTH 44° 24' 01" EAST AND FOLLOWING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 258.18 FEET TO A POINT FOR CORNER;

THENCE NORTH 45°44'54" EAST AND CONTINUING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 353.97 FEET TO A POINT FOR CORNER;

THENCE NORTH 44° 38' 21" EAST AND CONTINUING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 485.74 FEET TO A POINT FOR THE MOST EASTERLY CORNER OF SAID HOLLOWAY 58.110 ACRE TRACT AT ITS INTERSECTION WITH THE SOUTHWEST LINE OF A CALLED 89.287 ACRE TRACT OF LAND DESCRIBED IN DEED TO HOLLOWAY FAMILY LIMITED PARTNERSHIP AS RECORDED UNDER COUNTY CLERKS FILE NUMBER 20150000020975 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE SOUTH 46° 15' 24" EAST AND FOLLOWING ALONG THE SOUTHWEST LINE OF SAID HOLLOWAY FAMILY LIMITED PARTNERSHIP 89.287 ACRE TRACT A DISTANCE OF 685.89 FEET TO THE MOST SOUTHERLY CORNER OF SAID 89.287 ACRE TRACT, SAID POINT BEING IN A SOIL CONSERVATION LAKE AND CALLED IN THE OLD MEANDERS OF LONG BRANCH CREEK;

THENCE FOLLOWING ALONG THE SOUTHEASTERLY LINE OF SAID HOLLOWAY FAMILY LIMITED PARTNERSHIP 89.287 ACRE TRACT AND ALONG THE CALLED OLD MEANDERS OF LONG BRANCH CREEK AS FOLLOWS;

(1) NORTH 09° 48' 57" EAST A DISTANCE OF 71.41 FEET TO A POINT CORNER;

(2) NORTH 81° 03' 57" EAST A DISTANCE OF 56.00 FEET TO A POINT FOR CORNER;

(3) SOUTH 56° 56' 03" EAST A DISTANCE OF 69.00 FEET TO A POINT FOR CORNER;

(4) SOUTH 83° 11' 03" EAST A DISTANCE OF 85.00 FEET TO A POINT FOR CORNER;

(5) NORTH 48° 33' 57" EAST, A DISTANCE OF 10.18 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE CALLED OLD MEANDERS OF LONG BRANCH CREEK AND THROUGH THE INTERIOR OF SAID PREMISES AS FOLLOWS;

(1) SOUTH 45° 00' 00" EAST, A DISTANCE OF 150.87 FEET TO A POINT FOR CORNER;

(2) SOUTH 45° 00' 00" WEST, A DISTANCE OF 1050.00 FEET TO A POINT FOR CORNER;

(3) SOUTH 45° 00' 00" EAST, A DISTANCE OF 1596.73 FEET TO A POINT FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550;

THENCE NORTH 88° 20' 23" WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 135.23 FEET TO A POINT FOR CORNER;

THENCE NORTH 84° 16' 25" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 405.48 FEET TO A POINT FOR CORNER;

THENCE NORTH 81° 36' 51" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 451.13 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,846.18 FEET, WITH A CENTRAL ANGLE OF 09° 17' 58", AND A CHORD BEARING NORTH 74°08'20" WEST AT A DISTANCE OF 461.45 FEET;

THENCE WESTERLY AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550 AND SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 461.95 FEET TO A POINT FOR CORNER;

THENCE NORTH 69° 29' 21" WEST CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550A DISTANCE OF 1,496.23 FEET TO THE POINT OF BEGINNING CONTAINING 3,011,847 SQUARE FEET, OR 69.143 ACRES OF LAND MORE OR LESS.

TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE RECOGNIZED EAST CORNER OF THIS TRACT IN THE SOUTHWEST LINE OF A 25.279 ACRE TRACT OF LAND DESCRIBED IN DEED TO REGGIE L. HICKERSON RECORDED UNDER VOLUME 2388, PAGE 198 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS, SAID POINT BEING THE MOST NORTHERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO RONALD PRICE AND SHARON DUBACK RECORDED UNDER VOLUME 1591, PAGE 111 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE SOUTH 43 °56' 42" WEST AND DEPARTING THE SOUTHWEST LINE OF SAID 2.79 ACRE TRACT TO REGGIE L. HICKERSON AND FOLLOWING ALONG THE NORTHWEST LINE OF SAID RONALD PRICE AND SHARON DUBACK TRACT A DISTANCE OF 1,902.97 FEET TO A POINT FOR CORNER; SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID RONALD PRICE AND SHARON DUBACK TRACT;

THENCE NORTH 45° 35' 00" WEST A DISTANCE OF 819.44 FEET TO A POINT FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF F.M. ROAD 550 (VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN VOLUME 41 AT PAGES 545 565 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE NORTH 86° 58' 39" WEST AND CONTINUING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 89.89 FEET TO A POINT FOR CORNER;

THENCE SOUTH 14° 01' 34" WEST AND CONTINUING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 113.82 FEET TO A POINT FOR CORNER;

THENCE NORTH 88° 27' 27" WEST AND FOLLOWING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 445.63 FEET TO A POINT FOR CORNER;

THENCE NORTH 87° 13' 22" WEST AND FOLLOWING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 1,052.71 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5,769.60 FEET, A CENTRAL ANGLE OF 01° 08' 00", AND A CHORD BEARING NORTH 87°39'09" WEST AT A DISTANCE OF 114.12 FEET;

THENCE WESTERLY AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 AND FOLLOWING ALONG SAID CURVE FOR AN ARC DISTANCE OF 114.12 FEET;

THENCE NORTH 88° 13' 09" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 669.98 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 AND THROUGH THE INTERIOR OF SAID PREMISES AS FOLLOWS;

(1) NORTH 45° 00' 00" EAST, A DISTANCE OF 1,092.91 FEET TO A POINT FOR CORNER;

(2) NORTH 45° 00' 00" WEST, A DISTANCE OF 600.00 FEET TO A POINT FOR CORNER;

(3) NORTH 45° 00' 00" EAST, A DISTANCE OF 800.00 FEET TO A POINT FOR CORNER;

(3) SOUTH 45° 00' 00" EAST, A DISTANCE OF 1,750.00 FEET TO A POINT FOR CORNER;

(4) NORTH 45° 00' 00" EAST, A DISTANCE OF 1,708.95 FEET TO A POINT FOR CORNER ON THE RECOGNIZED NORTHEAST LINE OF THIS TRACT;

THENCE SOUTH 45° 44' 07" EAST ALONG SAID RECOGNIZED LINE, A DISTANCE OF 1317.93 FEET TO THE POINT OF BEGINNING CONTAINING 4,787,547 SQUARE FEET, OR 109.907 ACRES OF LAND MORE OR LESS.

TRILOGY
DISTRICT BOUNDARY EXHIBIT
McLENDON CHISHOLM
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214.461.9887 ph 214.461.9864 fx
TBPELS: ENGR F-230; SURV 100150-00; 10191501, 10194301
SHEET REFERENCE
IN-CITY TRACT 2
109.907 AC
P.O.B.
IN-CITY TRACT 1
69.143 AC
P.O.B.
ETJ TRACT 2
ETJ TRACT 1
McLENDON CHISHOLM
FM 550
TRLOGY PROPERTY BOUNDARY
PULLIN ROAD
HAGEY LANE
HOSKINS ROAD
RABBIT RIDGE
DENNIS BAILEY LANE
BOUNDARY CURVE TABLE
BOUNDARY LINE TABLE
SCALE IN FEET
1" = 400'
400
200
0
400
N

Exhibit C
Concept Plan

TRILOGY
MCLENDON-CHISHOLM ETJ
575.14 ACRES
LEGEND
TRILOGY PROPERTY LIMITS
OPEN SPACE
RESIDENTIAL ZONE
PULLEN ROAD
60' ROW
TRILOGY
BOULEVARD
100' ROW
OPEN SPACE
OPEN SPACE
OPEN SPACE
MCLENDON-CHISHOLM LIMITS
TRILOGY PROPERTY LIMITS
MCLENDON-CHISHOLM LIMITS
CITY OF HEATH LIMITS
400 200 0 400
SCALE: 1" = 400'
tnp

Exhibit D
Development Regulations

1. Definitions.

a. Alley means a publicly or privately owned access way that provides access to the rear of a lot and functions as a traditional alley.

b. City Administrator means the City Administrator or his or her designee.

c. Concept Plan means the concept plan attached to this Agreement as **Exhibit C**, as amended in accordance with Section 2.2 of this Agreement.

d. Front entry garage means a garage accessed from the street in front of a single family detached home or duplex. This term does not include side entry or j-swing garages.

e. Open space means generally undeveloped property that can be used for active or passive recreation, is publicly or privately owned and maintained, is accessible by the residents of the Property or by the general public, and is designated as open space on an approved final plat.

f. Property means the property described on **Exhibit A** of this Agreement.

g. Single family detached means a single dwelling unit on a platted lot that is not physically attached to any other dwelling unit (excluding an accessory dwelling unit). A single family dwelling unit includes, but is not limited to, zero lot line homes and patio homes.

2. Concept Plan. Development of the Property shall be in general conformance with the Concept Plan; however, the nonresidential uses permitted by this **Exhibit D** shall be permitted at any location within the Property.

3. Permitted Uses.

a. The following uses shall be permitted in the areas designated "Residential Zone" on the Concept Plan:

i. Single family detached (SF-D2, SF-D3, SF-D4).

ii. School, public or private (elementary, middle, or high school, home school, day care).

iii. Model homes.

iv. Accessory uses and structures, including, but not limited to buildings, garages, patio covers, pergolas, decks, carports, fences, signs, swimming pools, spas, antenna, satellite dishes, game courts, flagpoles).

v. Accessory dwelling units that are accessory to single family detached uses located on lots with a width greater than 59 feet. An accessory dwelling unit shall not exceed 750 square feet in floor area, and shall be located on the same lot as the principal use. A separate meter is permitted, but not required, for the accessory secondary living units.

vi. Accessory home occupations, which shall conform to the City's zoning ordinance in effect on the Effective Date with respect to regulations specific to accessory home occupations.

vii. Sales office.

viii. Amenity Centers. Accessory private community center is permitted as an accessory use to an amenity center. An accessory private community center may include a restaurant or coffee shop open to members and their guests and may include a banquet facility that may be rented for special occasions, such as wedding receptions and parties. This use may include recreational uses and amenities, including, but not limited to, swimming pools and tennis courts. An amenity center may include one or more food trucks.

ix. Temporary Residential Sales Office, Temporary Construction Office, and Model Homes. A residential real estate sales office and/or construction office, located on a platted lot, may be permitted within a subdivision for which building permits have been issued and may be located either in a model home, in a temporary building, or in a portable trailer. Model homes are permitted within a subdivision for which building permits have been issued. A permit for a temporary residential sales office, construction office, or a model home may be issued for no more than one year, but shall be automatically extended for so long as the builder maintains active and continuous sales or construction activities within the subdivision and a minimum of five lots in the subdivision remain unsold. Such sales office shall be used for sales in the subject subdivision only and not for sales in any other subdivision.

x. Farmers market.

b. The following uses shall be permitted in the area designated "Commercial Zone" and at any other location on the Concept Plan:
   i. All uses permitted by right in the NC Neighborhood Commercial District pursuant to the City's comprehensive zoning ordinance in effect on the Effective Date are permitted by right without conditions
   ii. All uses permitted by SUP in the NC Neighborhood Commercial District pursuant to the City's comprehensive zoning ordinance in effect on the Effective Date are permitted by SUP
   iii. All uses permitted in the "Residential Zone" designated on the Concept Plan
   iv. Restaurant, drive-in or drive-thru
   v. Restaurant/refreshment stand (temporary or seasonal)
   vi. Retail uses of any type and size

vii. Service uses of any type, such as nail salons, hair salons and similar uses providing services to the public
viii. Pharmacy
ix. Office (business, professional, or medical)
x. Fuel sales, with or without convenience store
xi. Furniture repair
xii. Bank or other financial institution
xiii. Accessory banking
xiv. Florist
xv. Veterinary clinic or hospital with or without outside kennels and boarding
xvi. Day care
xvii. Farmers market

c. In the area designated "Open Space" on the Concept Plan, parks, trails, active and passive open space, and other recreational amenities, uses, and improvements are permitted, including, but not limited to, all uses and structures referenced in Section 8 below.

d. Agricultural uses are permitted at any location within the Property, and may include, but are not limited to, raising crops and livestock, livestock services (including horses), and landscape/horticulture services.

e. Real estate development field offices and sales offices are permitted at any location without any time limit.

f. Temporary construction yards are permitted during ongoing construction within the Property, and the locations shall be approved by the City Administrator with such approval not to be unreasonably withheld, conditioned or delayed.

g. Concrete or asphalt batch plant, temporary associated with development of the Property, are permitted at any location, and the locations shall be approved by the City Administrator with such approval not to be unreasonably withheld, conditioned or delayed.

4. Residential Development Standards. The requirements in this Section 4 shall apply to residential development:

a. Table 1 below contains the exclusive lot size, setback, lot coverage, density, garage orientation, building height, and dwelling unit size requirements for residential development. **Exhibit F** illustrates the residential product types described on Table 1.

b. Single family detached homes shall comply with the anti-repetition requirements on **Exhibit G**. At least 10 percent of an elevation must be different, or it will be considered to be a repeated elevation.

c. Each single family detached home shall be serviced by a central cluster mailbox located at a street intersection as approved by the US Postal Service. Mailbox designs shall be similar to the design shown on **Exhibit H**.

d. All streets shall have street lights chosen from the standard street lighting guide of the electric provider.

e. The front most portion of a residential front entry garage shall not extend more than three feet in front of the front facade or the front porch of a single family detached home.

f. All residential rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way.

g. All residential side and front entry garage doors for all permitted uses must be a minimum of 22 feet from the edge of the right-of-way.

h. Each single family detached home shall have a minimum of two enclosed garage parking spaces.

i. Front entry garage doors on a single family detached home shall be recessed a minimum of six inches into the building facade in which they are located.

j. Residential garage doors shall be clad with faux wood. Solid metal garage doors are prohibited on residences.

5. Non-Residential Development Standards. The requirements in this Section 5 shall apply to non-residential development:

a. The minimum front yard building setback shall be 25 feet, measured from all streets. All other yards shall be considered side yards, and shall have a minimum building setback of 15 feet, unless adjacent to an existing residential use, in which case the minimum building setback shall be 25 feet and a six foot solid fence or screening wall shall be constructed on the non-residential lot line where residential adjacency exists.

b. The maximum lot coverage shall be 35 percent, measured as the building footprint.

c. The minimum lot size for a non-residential use shall be 10,000 square feet.

d. The maximum building height shall be two stories and 40 feet.

e. An amenity center is considered non-residential development for purposes of this Section 5.

6. Residential Landscaping, Fencing, and Screening. The following requirements shall be the exclusive landscaping requirements applicable to residential development:

a. Except as otherwise provided below in this paragraph, chain link, barbed wire, pipe, and razor wire fences are prohibited. This restriction does not apply to temporary construction fencing, fencing around a lift station or other utility uses, barbed wire fencing around cattle or other agricultural uses. The City Administrator may permit these materials for limited use in other specific circumstances if the Director finds the use of these materials to be appropriate. Vinyl and polywood fencing and manufactured fencing materials are permitted on residential lots. Vinyl coated chain link fencing is permitted in connection with a dog park or open space. Wrought iron fencing or similar open metal fencing is required where lots abut an open space or park designated on a final plat.

b. A minimum of one three-inch caliper canopy tree shall be planted on each residential lot or in the adjacent parkway, except that on each residential lot that is larger than 60 feet in width, a minimum of two three-inch caliper canopy trees shall be planted.

c. In addition to the requirements in subsection (a) above, each corner lot with a single family detached home shall have landscape enhancements along the side street as follows:

i. At least two minimum three-inch caliper trees shall be planted per lot within the parkway, and a minimum of one five-gallon evergreen shrub shall be planted every five feet on center along the fence facing the side street.

ii. Trees may be planted between a sidewalk and curb. When trees are planted within the parkway, there shall be a minimum of five feet between the curb and sidewalk.

d. Shrubs are required to be planted in the areas shown on **Exhibit Q**.

e. Berms, shrubs, trees, and groundcover are permitted in medians.

f. When the back or side of a single family residence abuts a collector road, screening will be provided in the form of a minimum six-foot tall board on board fence with the finished side facing the street, which shall be constructed by the home builder and shall have consistent materials and a consistent design along all collector streets. A collector road shall be defined as a road having a divided two-lane boulevard connecting major off-site roadways. The term "divided" means divided by a raised median.

g. A minimum of one three-inch caliper ornamental or canopy tree, or three eight-foot tall ornamental trees, shall be planted for every 50 linear feet of street frontage or fraction thereof along perimeter arterial and collector thoroughfares in the parkway. Trees may be planted in clusters to create a natural appearance along perimeter arterial and collector streets.

h. Entryways into and exits from the Property shall be landscaped with grass, shrubs, and trees.

i. Landscaping at entryways into the Property shall be designed so as to avoid an impairment of visibility of operators of motor vehicles entering and exiting the subdivision when the plant materials reach full maturity.

j. The developer and/or a homeowners' association shall be responsible for the perpetual maintenance and upkeep of all landscaped areas that are not contained within residential lots or within District-owned property.

k. Landscaped areas at entryways into the Property shall be planted with at least one shade tree (minimum four inches in caliper measured at four feet above natural grade and 16 feet in height at time of planting) for each 55 linear feet or portion thereof of adjacent exposure.

a. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article, but shall be permitted in addition to required landscaping. Synthetic or artificial lawn or plant material shall be permitted within an amenity center lot.

b. All required landscaped area shall be permanently landscaped with living plant material, and shall have an irrigation system installed.

c. Landscaped areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping.

d. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, etc.

e. Plant materials which die shall be replaced with plant material of similar variety and size within 90 days period, with a one time extension not exceeding 90 days being provided upon approval of the city council.

f. All landscaping shall be completed and installed in accordance with the landscape plan within 90 days of a certificate of occupancy being granted. A one-time extension not to exceed 90 days may be granted upon approval of the City Administrator or his/her designee.

g. All required landscaping shall be from the approved plant list on Table 2 of this **Exhibit D**. The City Administrator may approve the use of additional plants that are not on Table 2 to satisfy landscaping requirements.

7. Non-Residential Landscaping and Screening. The following requirements shall be the exclusive landscaping requirements applicable to non-residential development:

a. A minimum of 20 percent of each platted lot developed with a non-residential use shall be landscaped with a combination of grass, shrubs and trees. Where the construction is to be a single phase of a multi-phase development, only the area being constructed in the current phase need be subject to the landscape regulations. However, each phase will be required to meet the landscaping requirements as they are being developed.

b. A minimum of ten percent of the gross area within a parking lot shall be planted with living plant material. Gross parking area shall be measured from the edge of the parking and/or driveway paving and sidewalks. Such landscaping shall be counted towards satisfaction of the requirements in Section 7(a) above. Landscape material which is located within the interior of a parking lot shall be surrounded by a curb of four inches in height.

c. All required landscaped area shall be permanently landscaped with living plant material, and shall have an irrigation system installed. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article, except for an amenity center lot.

d. Landscaped areas shall be kept free of trash, litter, weeds, and other such materiel or plants not a part of the landscaping.

e. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, etc.

f. Plant materials which die shall be replaced with plant material of similar variety and size within 90 days period, with a one time extension not exceeding 90 days being provided upon approval of the city council.

g. All landscaping shall be completed and installed in accordance with the landscape plan within 90 days of a certificate of occupancy being granted. A one-time extension not to exceed 90 days may be granted upon approval of the City Administrator or his/her designee.

h. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article unless part of an amenity center lot.

i. An amenity center is considered non-residential development for purposes of this Section 7.

j. All required landscaping shall be from the approved plant list on Table 2 of this **Exhibit D**. The City Administrator may approve the use of additional plants that are not on Table 2 to satisfy landscaping requirements.

8. Parks and Open Space.

a. Parks and open space areas shall be designated on approved preliminary and final plats and shall generally comply with the Parks, Open Space, and Trail Plan attached as **Exhibit I**. The exact locations of trails and other amenities shown on **Exhibit I** is conceptual and subject to modification by the developer at the time of final design and platting. The Owner shall have the right to move park and open space locations shown on **Exhibit I** without City approval provided all dwelling units within the Property are located within 1,500 feet of a park or open space area (meaning an open space area designated on a final plat). City Administrator approval of park design to confirm compliance with the requirements of this Agreement shall be required for any park that will be owned and maintained by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. City approval of the park design and amenities for privately owned and maintained open space and parks shall not be required other than standard approval of plats, building permits, and inspections in accordance with the Governing Regulations.

b. Trails will be constructed in phases with each plat. As each phase of the project is platted, any portion of a trail required within the platted phase shall be completed with the other improvements required as part of the plat approval, and if a gap in trail connections is less than 750 feet, the connection shall be constructed with the platted phase under construction (otherwise, the connection shall be constructed with the completion of the next phase adjacent to the gap).

c. Either the property owner, the District or a homeowners association will be responsible for maintaining parks, open space, and trails within the Property, as well as the amenities listed below in this Section 8; however, the City shall maintain the City Park identified on **Exhibit I**. The Owner shall make payments to the City in accordance with this subsection to assist with funding the maintenance of the City Park identified on **Exhibit I**, which payments shall be used by the City for the sole purpose of such maintenance. The Owner shall pay to the City $25,000 per year for a five-year period commencing 30 days after the date the City delivers written notice to the Owner of the City's acceptance of the City Park identified on **Exhibit I** following the Owner's completion of the development of the park, which notice shall meet the notice requirements of this Agreement. Any lakes will be maintained by the District. Floodplain areas will be owned and maintained by the District, and may be used for crops and other agricultural uses, an amphitheater or other event space, dog parks, and other similar uses. Areas containing 100-year floodplain shall be maintained in the condition that is included in the approved floodplain model. Amenity centers will be maintained by a homeowners association.

d. The following amenities are required to be started prior to the issuance of the Certificate of Occupancy or final inspection for the 100th single family detached residence within the Property and completed within 36 months after the City's final acceptance of the first platted phase of development within the Property:

i. An amenity center with a minimum of 4,000 square feet plus a minimum 1,500 square foot fitness facility, for a total of at least 5,500 square feet of air conditioned space in the amenity center.

ii. A pool complex with one resort pool, one adult pool, and one tot pool;

iii. A minimum of one playground;

iv. A covered community outdoor gathering space;

v. A minimum of one shade structure, two picnic tables, and two park benches for each active park (i.e., a park with at least one of the following: playground equipment, sports field, or other similar facilities for activity);

vi. A minimum of two dog waste stations;

vii. Trash cans;

viii. Park signage;

ix. The City-owned park, which shall include, at a minimum, the following: a playground with one play structure (such as climbers, hangers, slides or spinners); five picnic tables; five benches; 40 off-street parking spaces; a 2,500 square foot covered shade structure with a restroom; a 1,500 square foot outdoor seating area; a one-half acre open lawn or amphitheater space; and a 200 square foot fishing pier or boardwalk.

e. The developer shall, at a minimum, construct the following amenities within an active park by the approval of the final inspection or the certificate of occupancy for the 400th dwelling unit within the Property:

i. A minimum of one play structure (such as climbers, hangers, slides or spinners);

ii. A minimum of two picnic tables and two park benches for each active park (i.e., a park with playground equipment, sports field, or other similar facilities for activity);

iii. A minimum of one dog waste station;

iv. Trash cans;

v. Park signage; and

vi. A minimum of one shade structure per park.

f. Open space amenities not specifically listed above, but of a similar type and nature to those listed above, are permitted.

g. Except as otherwise provided in this paragraph, every dwelling unit shall be located within 1,500 feet of a park or open space designated on a final plat that includes a community trail system with a minimum width of six feet, as generally shown on **Exhibit I**. For purposes of this paragraph, open space is any open space that can be used by residents and is improved with any of the following: outdoor seating, playground equipment, a dog park, a play structure, a picnic table, a park bench, a dog clean up station, or a trail. The City Administrator has authority to allow a phase of homes to be constructed without meeting the requirements in this paragraph provided the subsequent plat will include the park or open space, including a community trail system with a minimum width of six feet necessary to serve the prior phase of homes.

h. Required trails shall be constructed of concrete and follow standards of the Engineering Design Manual and applicable ADA standards.

i. Subject to all applicable laws and permit requirements, lakes may be recharged from rain collection or wells and used for irrigation.

j. Open space areas that do not include existing trees shall be landscaped with one tree that is a minimum of three inches in caliper for every 50 feet of street frontage or fraction thereof. Trees may be planted in clusters to create a natural appearance.

k. The requirements of this Section 8 are the exclusive requirements for parks and open space, and no other park land dedication, park fee, or park improvement requirements shall apply to the Property.

9. Street Sections. Non-standard street sections are permitted as shown on **Exhibit J**. Minimum median width may be ten feet.

10. Street Signs.

a. Street signs shall be maintained by the homeowners association or the District until the subdivision is accepted by the City or if damaged by construction activities.

b. Alternative street signs may include a non-standard color, font, and text size that varies from standard City street signs. Alternative street signs shall be reviewed and approved by city staff and must follow the Manual on Uniform Traffic Control Devices (MUTCD).

11. Miscellaneous.

a. Front entry and rear entry (alley-served) residential types are permitted.

b. The master developer and homeowners association ("HOA") are hereby granted a license to use the public right of way within the Property boundaries for the exclusive purpose of constructing, operating, repairing and maintaining the

following improvements and any improvements reasonably related thereto or necessary for the operation thereof: street and pedestrian lighting, public seating areas, landscaping and related amenities, including fountains, monuments, statues, or other public artwork, street furniture, including benches, drinking fountains, trash containers, tunnels; security cameras, bollards, temporary construction barricades, underground duct banks, pedestrian bridges and overpasses, arches, string lighting or other decorative lighting, wiring, and similar improvements. The removal of improvements for maintenance and replacement of utilities, pavement, drainage structures, and sidewalks shall be at the developer's or HOA's expense. Prior to installing any improvement within the right-of-way, the developer or HOA shall obtain the City Administrator's approval, which approval shall not be unreasonably withheld or delayed if the improvement does not unreasonably interfere with the public use of the right-of-way.

c. Development shall comply with the architectural guidelines on **Exhibit K**.

d. Trash can pads shall be provided as shown on **Exhibit L**.

e. Address plaques will be installed on each home in a design similar to that shown on **Exhibit M**.

f. Residential fencing details shall comply with **Exhibit N**.

g. Realtor and builder sign design shall conform to the specifications on **Exhibit O**.

h. Sidewalks shall comply with **Exhibit P**.

Table 1
Development Standards Table

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Garage Orientation	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)	Minimum Rear Yard Setback Building (Home)	Maximum Lot Coverage (%)	Minimum Dwelling Unit Size (SF	Special Conditions
SF-D2	Single Family Detached (executive homesites side drive: attached/detached garage)	5000	50	110	2	Side/ Alley	5	15	5	10	5	75	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D2	Single Family Detached (executive homesites front loaded)	5000	50	110	2	Front	5	20	5	10	5	75	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other

SF-D3	Single Family Detached (manor homesites)	6000	60	115	2	All	4	20	5	10	5	75	2000	Garage setback is subject to Section 4 of this Exhibit D
SF-D4	Single Family Detached (chateau homesites)	7000	70	125	2	All	3.5	25	5	10	5	75	2500	Garage setback is subject to Section 4 of this Exhibit D

Notes to Table 1:

*__Exhibit F__ includes drawings illustrating each residential type for illustrative purposes only. Homes are not required to be designed as illustrated.

**The minimum front yard building setback for all rear entry homes shall be 15 feet, or 12 feet if a front porch is provided, in which case the front porch must comply with the minimum front yard building setback.

Notes:

All rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way. All side and front entry garage doors must be a minimum of 22 feet from the edge of the right-of-way.

When the rear yard of a front entry single family residential lot is contiguous to the lot line of a developed single family residential lot located outside the PD boundaries, a minimum rear yard building setback of 25 feet shall be required.

Exception to minimum setback: Minimum side yard building setback to detached garages or accessory buildings may be reduced to three feet when a greater setback would otherwise be required.

Permitted encroachments into minimum building setbacks: porches (up to eight feet into front yard setback and corner side yard setback, provided, however, no less than a 12-foot setback from the property line shall be permitted on any lot that requires a 12-foot or larger front yard setback); fireplaces and box windows up to two feet into all setbacks; balconies, awnings, overhang eaves up to two feet into all setbacks); bay windows up to four feet into front and rear yard setbacks; stoops and stairs up to five feet into front and rear yard setbacks; suspended planter or flower boxes up to 24 inches into all setbacks; and foundation encroachments of up to six inches in all setbacks for architectural details such as brick ledges.

Swimming pools shall have a minimum five-foot setback from rear and side property lines; however, such setback only applies to the swimming pool, and not to associated decking or paving around a swimming pool.

Plats for zero lot line homes shall designate the side with the zero-foot building setback and the side with the minimum ten-foot building setback. A five-foot maintenance easement shall also be provided along the lot line adjacent to a neighboring lot's zero setback side. The maintenance easement shall include a drainage easement to allow for lot-to-lot drainage.

Table 2
Approved Plant Species List

Approved/Recommended Plant List[1]	
Common Name	**Scientific Name**
Canopy Trees	
Ash, Texas	Fraxinus texensis
Cedar Elm	Ulmus crassifolia
Cedar, Eastern Red	Juniperus virginiana
Cypress, Bald	Taxodium distichum
Elm*, Lace Bark	Ulmus parvifolia
Magnolia, Southern	Magnolia grandiflora
Maple, Bigtooth	Acer gradidentatum
Maple, Caddo	Acer saccharum
Oak, Bur	Quercus macrocarpa
Oak, Chinquapin	Quercus muhlenbergii
Oak, Escarpment Live	Quercus fusi formis
Oak, Lacey	Quercus glaucoides
Oak, Live	Quercus virginiana (Escarpment)
Oak, Post	Quercus stellata
Oak, Red	Quercus shumardi

[1] The list in Table 2 also includes cultivars of all listed plant types.

Oak, Texas Red	Quercus texana
Osage Orange	Maclura pomifers (thornless andfruitless)
Pecan (native)	Carya illinoinensis
Pistache*, Chinese	Pistacia chinenis
Soapberry, Western	Sapindus drummondii
Walnut, Black	Juglans nigra
Ornamental Trees	
Buckeye, Mexican	Ungnadia speciosa
Buckeye, Texas	Aesculus glabra var. arguta
Buckthorn, Carolina	Rhamnus caroliniana
Chaste Tree*	Vitex agnus-castus
Crabapple, Prairie	Pyrus ioensis
Crape Myrtle*	Largerstroemia indica
Eves Necklace	Sophora affinis
Goldenball Leadtree	Leucaena rietusa
Hawthorne*	Crataegus phaenopyrum
Hawthorne*	Cratoegus crus-galli
Hawthorne*	Cratoegus reverchonii
Holly, Possumhaw	Ilex deciduas
Indigo, False	Amorpha fruticosa var. angustipolic
Mountain Laurel, Texas	Sophora secundiflora

Persimmon, Texas	Diospyros texana
Plum, Mexican	Prunus mexicana
Redbud	Cercis canadensis
Smoketree	Cotinus obovatus
Smoketree*	Cotinus caggyria
Sumac, Prairie Flame-leaf	Rhus lanceolata
Viburnum,Rusty Blackhow	Viburnum rufidulum
Wax Myrtle	Myrica cerifera
Willow, Desert	Chilopsis linearis
Yaupon Holly	Ilex vomitoria
Brodie Juniper	Eastern Red Cedar
Arizona Cypress	Spartan Juniper
Taylor Juniper	Canaert Juniper
Shrubs	
Agarita	Berberis trifoliolata
Althea	Hibiscus syriacus
American Beautyberry	Callicarpa americana`
Aspidistra	Aspidistra eliator
Barberry, Red	Berberis thunbergii
Barberry, Texas	Berberis thunbergii
Bayberry	Myrica pensylvanica
Bird of Paradise	Caesalpinia gilliesii

Burning Bush	Euonymus alata compacta
Butterfly Bush	Buddleia sp.
Cactus, Prickly Pear	Opuntia phaeacantha
Cenizo	Leucophyllum frutescens
Chokeberry, Red	Aronia arbutifolia
Coralberry	Symphoricarpos obiculatus
Dogwood, Rough Leaf	Cornus drummondii
Elaeagnus	Elaeanus macrophylla
Forsythia	Forsythia sp.
Germander, Upright	Teucrium chamaedrys
Holly, Dazzler	Ilex cornuta 'Dazzler'
Holly, Dwarf yaupon	Ilex vomitoria
Holly, Nellie R. Stevens	Ilex x 'Nellie R. Stevens'
Honeysuckle, Bush	Lonicera fragrantissima
Hydrangea, Oakleaf	Hydrangea quercifolia
Hypericum, Upright	Hypericum patulum
Jasmine, Italian	Jasmine nudiflorum
Lantana	Lantana horrida
Mahonia, Leatherleaf	Mahonia bealeii
Mimosa, Fragrant	Mimosa borealis
Nandina, Compact	Nandina domestica compacta
Nandina, Gulfstream	N.d. 'Gulfstream'

Nandina, Standard	N. domestica
Pavonia	Pavonia lasiopetala
Photinia, Chinese	Photinia serrulata
Privet, Southern River	Ligustrum vulgare
Privet, Variegated	Ligustrum lucidum 'variegata'
Quince, Flowering	Chaenomeles japonica
Sage, Cherry	Salvia greggii
Sjpirea, Bridal Wreath	Spirea sp.
Spirea, Anthony Waterer	Spirea x bumalda 'goldflame'
Spirea, Goldflame	Spirea x bumalda 'goldflame'
Spirea, Little Princess	Spirea x bumalda 'Little Princess'
Spirea, Shirobana	Spirea japonica 'Shirobana'
Sumac, Aromatic	Rhus aromatica
Sumac, Evergreen	Rhus virens
Sumac, Smooth	Rhus glabra
Turk's Cap	Malvaviscus drummondii
Viburnum, Cranberry Bush	Viburnum opulus
Viburnum, Small Leaf	Viburnum obavatum
Viburnum, Snowball	Viburnum opulus
Virginia Sweetspire	Itea virginica
Wax Myrtle, Dwarf	Myrica pusilla
Yucca, Red	Hespenaloe parviflora

Eagleston Holly	Texas Sage
Abelia	Agave varieties
Seagreen juniper	Juniper varieties
Hawthorne	
Ornamental Grasses	
Maiden Grass	Feather Reed Grass
Zebra Grass	Bluestem
Pampass Grass	Liriope
Gulf Muhly	Berkley Sedge
Blue Gramma Grass	Giant Bermuda
Weeping Love Grass	Inland Sea Oats
Vines	
Carolina Jessamine	Asian Jasmine
Butterfly Vine	Purple Wintercreeper
Crosse Vine	Purple Heart Wander Jew
Sweet Autumn Clematis	

An " * " indicates an approved street tree

Exhibit E
Special Regulations

1. If a plat complies with the Concept Plan for the Property or the applicable zoning regulations for the In-City Property, it shall be deemed to comply with all of the City's plans, including, but not limited to, the City's master plan (also known as the comprehensive plan) and major street plan (also known as the master thoroughfare plan). This Agreement shall control in the event of a conflict with the City's master plan or master thoroughfare plan.

2. The term preliminary plan means a preliminary plat.

3. No plat shall be required for a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

4. A preliminary plat may include all or any portion of the Property or the In-City Property.

5. A final plat may include all or any portion of an approved preliminary plat. A final plat may include minor changes to an approved preliminary plat.

6. An approved preliminary plat shall not expire if an application for a final plat for all or a portion of the land shown on the approved preliminary plat is submitted to the City within two years.

7. All water, wastewater, roadway, and drainage Public Infrastructure will be dedicated to, owned by, and maintained by the District unless the retail provider opts to own and maintain the water or wastewater Public Infrastructure, at its sole option. Parks and open space will be owned and maintained by the property owner, the District, or a homeowners association consistent with the Development Regulations. The owner's dedication language on each plat will be customized to reflect ownership and maintained as described in this paragraph.

8. The City will not be required to own or maintain any Public Infrastructure; therefore, maintenance bonds shall not be required to be provided to the City.

9. Final plat approval shall expire two years after the date of approval unless the final plat has been filed of record by the end of such two-year period. The City Council may grant a request for an extension of up to one additional year.

10. A final plat shall not be filed of record until the subdivision has been constructed and accepted by the City unless the subdivider provides the City with adequate security for completion of all final plat improvements in the form of an escrow, a letter of credit, or a bond in the amount of the estimated cost to complete all final plat improvements. A building permit may be issued prior to plat recordation provided the water and roadway improvements necessary to provide fire protection to the building are complete prior to building permit issuance.

11. In the event of a conflict with the Subdivision Regulations, the development processes and fee provisions set forth in Article III and Article IV of this Agreement shall control.

12. Thoroughfares and Traffic Impact Study.

a. The only thoroughfare improvements required for the development of the Property are the on-site thoroughfare improvements shown on the Concept Plan, which consist of the on-site portions of Pullen Road and Trilogy Boulevard, which shall be constructed according to the street sections on **Exhibit J** and shall be constructed in phases as portions of the Property adjacent to, or including, the roadways are final platted. Nothing herein shall prohibit the Owner from constructing either thoroughfare in a single phase earlier than required by this paragraph.

b. A traffic impact study shall be submitted with the application for the first preliminary plat for all or any portion of the Property, and the scope of such study shall be limited to studying traffic impacts from the development of the Property on adjacent portions of roads along the perimeter of the Property. No other traffic impact study, traffic impact analysis, or other traffic related studies or analyses shall be required in connection with the development of the Property or the In-City Property.

c. No off-site roadway improvements are required with the exception of any adjacent perimeter roadway improvements that are recommended by the traffic impact study.

13. Roadways shall be designed in accordance with the Concept Plan and the street sections contained in this Agreement.

14. Turnarounds shall have a minimum right-of-way radius of 50 feet and a pavement radius of 40.5 feet.

15. The maximum length of a dead-end street with a permanent turnaround or a cul-de-sac with a permanent turnaround shall be 1,200 feet.

16. Sections 10.02.006(b), (c), (d), and (e) of the Subdivision Regulations [Lots, Building Lines, Alleys, and Easements] shall not apply.

17. Section 10.02.008 of the Subdivision Regulations [Landscape Buffers] shall not apply and the exclusive landscaping requirements shall be those set forth in the Development Regulations in the case of the Property and those set forth in the applicable zoning regulations in the case of the In-City Property. A homeowners association shall be created to perpetually maintain all landscaped areas located with parkways, medians, open space, and other common areas.

18. Section 10.02.0010 of the Subdivision Regulations [Drainage Requirements] shall be modified to delete subsection (c)(5) and revise subsection (c)(6) to read in its entirety as follows: In areas where downstream pipes or channels are inadequate to handle proposed increased flows, the city as one alternative may accept cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or

upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.

19. Detention is permitted.

20. Floodplain reclamation is permitted.

21. Section 10.02.010 of the Subdivision Regulations is amended in its entirety to read as follows in italics:

Sec. 10.02.010 Drainage requirements

(a) General policy.

(1) The commission shall not recommend for approval any plat, development plan, or subdivision which does not make adequate provision for stormwater or floodwater runoff channels or basins and the city council may not approve such plats, development plans, or subdivisions without such provisions. Drainage provisions shall ensure the health and safety of the public and property in times of flood and such drainage facilities shall not cause excessive increases in flood heights or velocities, particularly to adjacent and downstream properties. When calculations indicate that curb capacities are exceeded at a point, ~~no further allowance shall be made for flow beyond that point~~, storm drains shall be designed to intercept a portion of the stormwater, and basins shall be used to intercept flow at that point.

~~*(2) The owner/subdivider or applicant may be required by the planning and zoning commission or city council as a condition of preliminary plan and/or final plat approval to carry away by pipe or open ditch any spring or surface water that exists either previous to, or as a result of, the subdivision. Such drainage facilities shall be located in the road right of way where feasible, or in perpetual unobstructed easements of appropriate width, and shall be constructed in accordance with the construction standards and specifications of the town.*~~

(b) General design standards. For all subdivisions consisting of more than ten lots, the following requirements must be demonstrated as a condition for the approval of any preliminary plan or final plat, and must be shown on the face of the plan or plat or by separate document filed contemporaneously with the application for approval of the plan or plat:

~~*(1) Coordination with any comprehensive master drainage plan adopted by the city council is required and shall be demonstrated in the preliminary plan and/or final plat.*~~

(2) The complete drainage system is composed of:

(A) The initial system, consisting of inlets, storm drains, and the associated appurtenances to convey the initial storm runoff (ten-year); and

(B) The major system of the major runoff (~~100~~ 50-year), which consists of swales, creeks, channels, floodways and emergency overflows to prevent water encroachment into residential and commercial facilities.

~~(3) Channels are to be concrete-lined at least to the ten-year frequency channel flow level with additional height to carry the 25 year flow. 100-year flow is to be contained within the building lines of the channel. Unlined channels will be considered and may be approved for quantities of floodwater larger than the equivalent flow of a 72-inch pipe.~~

(4) Utilization of retention ponds and dispersion areas and preservation of major floodplains, etc., shall be strongly encouraged and may be required if a proposed drainage improvement is found to create actual or potential upstream, adjacent or downstream property damage due to the creation of excessive flood velocities or heights.

~~(5) The city's major drainage floodplains that are still functioning in a natural or semi-natural state will require special drainage and other preservation considerations. To implement this policy of the natural 100 year floodplain for flooding areas draining one square mile or more, it may be recommended that these areas be zoned for planned development when zoning requests are made so that channel improvements and preservation efforts will be coordinated and defined on the site plan before detailed plans are submitted.~~

(6) Criteria for pipes.

(A) Minimum velocity with the pipe flowing full shall be ~~three~~ two feet per second.

(B) The minimum storm drainpipe diameter shall be ~~15~~ 18 inches.

(C) Pipe diameters shall not normally decrease downstream.

(D) Pipe crowns at change in sizes should be set at the same elevation.

(7) Vertical curves in the conduit will not be permitted~~, and horizontal curves will be permitted only with the approval of the town engineer~~.

(8) Inverted crown sections will be permitted only in alleys.

(9) At streets with culverts or bridges, an emergency overflow shall be provided to contain the ~~100~~50-year channel flow ~~within~~ outside the building lines.

(10) Detention ponds may be used to control the increase in runoff between the development and undeveloped areas ~~if approved by the city council~~.

(c) Off-site drainage.

(1) The owner or developer of property to be developed shall be responsible for all storm drainage flowing on his property. This responsibility includes the drainage directed to that property by ultimate development as well as drainage naturally flowing through the property by reason of topography.

(2) Adequate consideration shall be given by the owner in the development of property to determine how the discharge leaving the proposed development will affect adjacent and downstream property.

(3) On lots or tracts of three acres or more where stormwater runoff has been collected or concentrated, ~~it shall not be permitted to drain onto adjacent property except in existing creeks, channels or storm sewers unless proper drainage easements or notarized letters of permission from the affected property owners are provided. If necessary easements or letters of permission cannot be obtained, the city engineer will review the downstream damage potential and make recommendations to the commission and city council~~ it shall not be permitted to be discharged except in a manner consistent with sound engineering practices.

(4) ~~The owner/subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including any necessary off-site channels or storm sewers and acquisition of the required easements~~ The developer or subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including necessary off-site channels or storm sewers and acquisition of the required easements, unless the off-site drainage improvements are part of a regional drainage improvement area in which case the developer or subdivider shall pay its proportionate share (based on capacity) of such regional improvements.

(5) ~~Where it is anticipated that additional runoff incidental to the development of the subdivision will overload an existing downstream drainage facility, whether natural or manmade, the commission or city council may withhold approval of the subdivision, and the city may refuse to issue building, construction or development permits, until improvements including storm sewer systems, channel grading, driveway adjustments, culvert improvements, etc., are made.~~

(6) In areas where downstream pipes or channels are ~~adequate~~ inadequate to handle proposed increased flows, the city as one alternative may consider accepting cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.

(d) Drainage easements.

(1) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual unobstructed easements for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.

(2) When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat or other instrument as approved by the city. In the case of clear public interest, the city may participate in easement acquisition by power of condemnation.

(3) The owner/subdivider shall dedicate an appropriate drainage easement either in fee or by drainage easement or by conservation easement of land on both sides of existing watercourses to a distance to be determined by the planning and zoning commission or city council.

22. Section 10.02.009 of the Subdivision Regulations is amended in its entirety to read as follows in italics: ~~*No permanent structures shall be built within any floodplain at an elevation below the 100-year flood line. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on site septic systems shall be built, located or situated in areas designated as a floodplain.*~~ *All floodplain areas designated as a Zone A on FEMA's most current flood insurance rate maps may be removed from the Property or redefined through the process of a conditional letter of map revision ("CLOMR") or a letter of map revision ("LOMR"). Non-residential permanent structures, amenities, trails, sports fields and park improvements may be placed within floodplain areas without requiring either a CLOMR or a LOMR. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on-site septic systems shall be built, located or situated in areas designated as a floodplain.*

23. Park restrooms shall be connected to a sanitary sewer system.

24. Section 10.02.012 of the Subdivision Regulations [Reservations] shall not apply.

25. Building setback lines are not required to be shown on a plat.

26. Oversizing of Public Infrastructure to serve land outside of the boundaries of the Property shall not be required. Section 3 of Appendix 1 of the Subdivision Regulations [Street Improvements and Oversizing] shall not apply unless oversizing is funded by the City or a third party.

27. Section 4 of Appendix 1 of the Subdivision Regulations [Off-Site Access Roadways] shall not apply.

28. Section 5 of Appendix 1 of the Subdivision Regulations [Street Lighting] shall not apply.

29. For a residential street, the minimum radii requirements at the centerline of streets is 50 feet, and the maximum design speed is 25 miles per hour.

30. Section 9 of Appendix 1 of the Subdivision Regulations [Drainage and Storm Sewers] controls over any conflicting provisions in the Subdivision Regulations.

31. Section 10, item 4 of Appendix 1 of the Subdivision Regulations is amended to allow fittings to be ductile iron.

32. In the event of a conflict between the requirements of any retail provider of water or wastewater service and the Subdivision Regulations, the retail provider's requirements for Public Infrastructure shall control. Section 13.01.001 of the Subdivision Regulations [Water Treatment Plant Must Be Approved by Water District] shall not apply.

33. Section 10.03.007 of the Subdivision Regulations [Street Arrangement] is amended in its entirety to read as follows: "(a) All streets shall be laid out so that they intersect at right angles with a maximum tolerance of plus or minus ~~five~~ 15 percent. (b) Cul-de-sacs shall not be longer than ~~2,000~~ 1,200 feet from the nearest intersecting street~~, and shall provide a turnaround having an outside roadway diameter of at least 80 feet in areas zoned SF2 and SF3. Cul-de-sacs shall not be longer than 3,000 feet in areas zoned SF1~~."

34. A six-inch thickness of concrete pavement on a compacted subbase shall be required for street paving. The concrete must have a 28-day compressive strength of 3,600 pounds per square inch (ppsi). All steel reinforcing shall be deformed No. 3 bars on 18-inch centers both ways. Pavement section shall be designed to support a minimum of a 75,000 pound fire apparatus.

35. In the event of a conflict between the Subdivision Regulations and Chapter 212, Texas Local Government Code, as amended, the latter shall control.

36. The park, open space, amenity center, and trail requirements in **Exhibit D** of this Agreement fully satisfy all open space, parkland dedication, and park improvement requirements for the In-City Property and the Property, and no separate open space, parkland dedication, or park improvement ordinances or other regulations outside of this Agreement shall apply to the Property or the In-City Property.

Exhibit F
Product Type Illustrations

EXECUTIVE HOMESITES - SIDE DRIVE: ATTACHED AND DETACHED GARAGE

HOUSING TYPE ELEMENTS

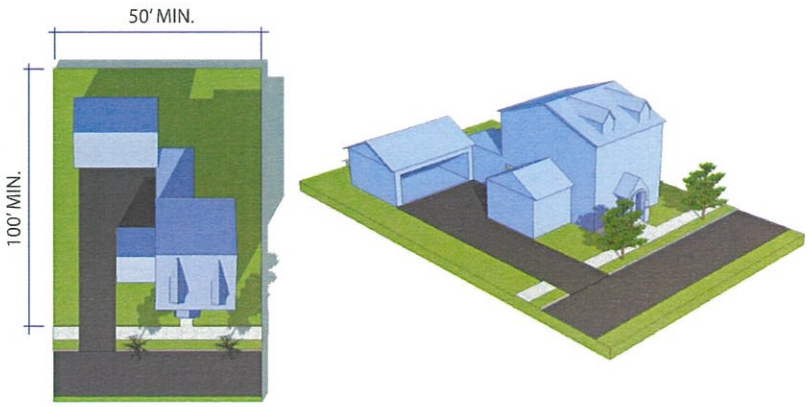
Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 110' min.
Maximum Numbers of Stories: 2
Garage Orientation: Side
Maximum Density: 5 du/ac.
Min. Front Yard Setback: 15'
Minimum Interior Side Yard Setback: 5'
(except for zero Lot line Types where 10' min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 1,750 SF

EXCEPTIONS TO MINIMUM SETBACK:

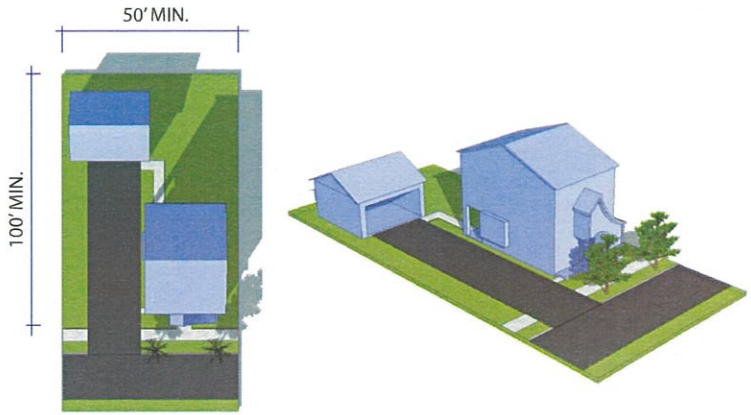
Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

ALLOWED ENCROACHMENT INTO SETBACK

- Porches (up to 8' in a front setback and corner side yard setback)
- Fireplace and Box windows (up to 2' into all setbacks)
- Balconies, Awnings, Overhang Eaves (up to 2' into all setback)
- Bay windows (up to 4' into front and rear setbacks;
-Stoops and Stairs (up to 5' into front and rear setbacks)
-Suspended planter/flower boxes up to 24" into all setback
- Foundation encroachments of 4"-6" are allowed for architectural details such as brick ledges



View and Plan: Side Drive Home with Attached Garage



View and Plan: Side Drive Executive Home with Detached Garage

Planning& Landscape Architecture

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

EXECUTIVE HOMESITES - ALLEY LOADED: ATTACHED AND DETACHED GARAGE

SF-D2 DETACHED RESIDENTIAL

Executive Homes are the most currently used traditional lot types, these allow a moderate size backyard.

HOUSING TYPE ELEMENTS

Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 110' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley
Maximum Density: 5 du/ac.
Min./Max. Front Yard Setback: 15'
Maximum Interior Side Yard Setback: 5'
(except for Zero lot line Types where 10 min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 1,750 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory buildings maybe reduced to 5' when greater setback would be otherwise required.

View and Plan: Alley Loaded Executive Home with Attached Garage

View and Plan: Alley Loaded Executive Home with Detached Garage

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

Planning & Landscape Architecture

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

EXECUTIVE HOMESITES - FRONT LOADED

HOUSING TYPE ELEMENTS

Lot Area: 5,000 SF min.
Lot Width: 50' min.
Lot Depth: 110' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front
Maximum Density: 5 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
(except for zero Lot line Types where 10' min. side setback is required on one side and 0' on the other)
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 1,750 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

View: Front Load Executive Home

Plan: Front Load Executive Home

SF-D2 DETACHED RESIDENTIAL

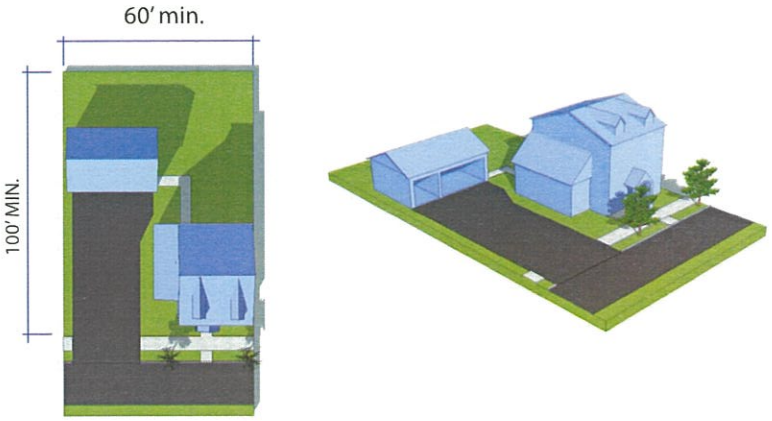
MANOR HOMESITES - SIDE DRIVE: ATTACHED AND DETACHED GARAGE

HOUSING TYPE ELEMENTS

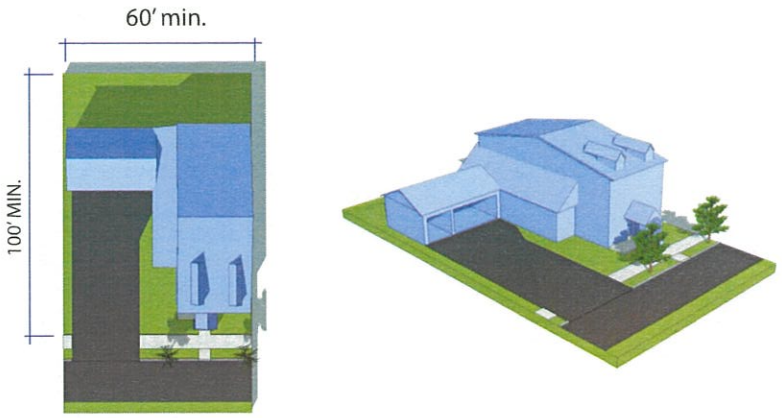
Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60' Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.



View and Plan: Side Drive Manor Home with Detached Garage



View and Plan: Side Drive Manor Home with Attached Garage

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

MANOR HOMESITES - SIDE DRIVE: TRADITIONAL TYPE - SIDE ENTRY

HOUSING TYPE ELEMENTS

Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60' Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building may be reduced to 5' when greater setback would be otherwise required.

Plan: Traditional Type Manor Home

View: Traditional Type Manor Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

MANOR HOMESITES - ALLEY LOADED; DETACHED GARAGE

HOUSING TYPE ELEMENTS

Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60'Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Alley Load Manor Home

View: Alley Load Manor Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

Planning & Landscape Architecture

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

MANOR HOMESITE - FRONT LOADED

SF-D3 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 6,000 SF min.
Lot Width: 60' min.
Lot Depth: 115' min.
Maximum Numbers of Stories: 2
Garage Orientation: Alley, Min. 2 spaces, 3 allowed.
Maximum Density (60'Width): 4 du/ac.
Min. Front Yard Setback: 20'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback: 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,000 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building mayb reduced to 5' when greater setback would be otherwise required.

Plan: Front Load Manor Home

View: Front Load Manor Home

CHATEAU HOMESITE - FRONT LOADED

SF-D4 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Front Load Chateau Home

View: Front Load Chateau Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

CHATEAU HOMESITES - SIDE DRIVE: TRADITIONAL TYPE - SIDE ENTRY

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Traditional Type Chateau Home

View: Traditional Type Chateau Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

CHATEAU HOMESITES - SIDE DRIVE: ATTACHED AND DETACHED GARAGE

SF-D4 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

EXCEPTIONS TO MINIMUM SETBACK:

Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

View and Plan: Side Drive Chateau Home with Detached Garage

View and Plan: Side Drive Chateau Home with Attached Garage

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

CHATEAU HOMESITES - ALLEY LOADED: DETACHED GARAGE

SF-D4 DETACHED RESIDENTIAL

HOUSING TYPE ELEMENTS

Lot Area: 7,000 SF min.
Lot Width: 70' SF min.
Lot Depth: 125' min.
Maximum Numbers of Stories: 2
Garage Orientation: Front, Min. 2 spaces, 3 allowed.
Maximum Density (70' Width): 3.5 du/ac.
Min. Front Yard Setback: 25'
Minimum Interior Side Yard Setback: 5'
Minimum Corner Side Yard Setback 10'
Minimum Rear Yard Setback: 5'
Minimum Garage Setback: subject to Section 4 of this Exhibit D
Maximum Lot Coverage: 75%
Minimum Dwelling Unit Size: 2,500 SF

EXCEPTIONS TO MINIMUM SETBACK:

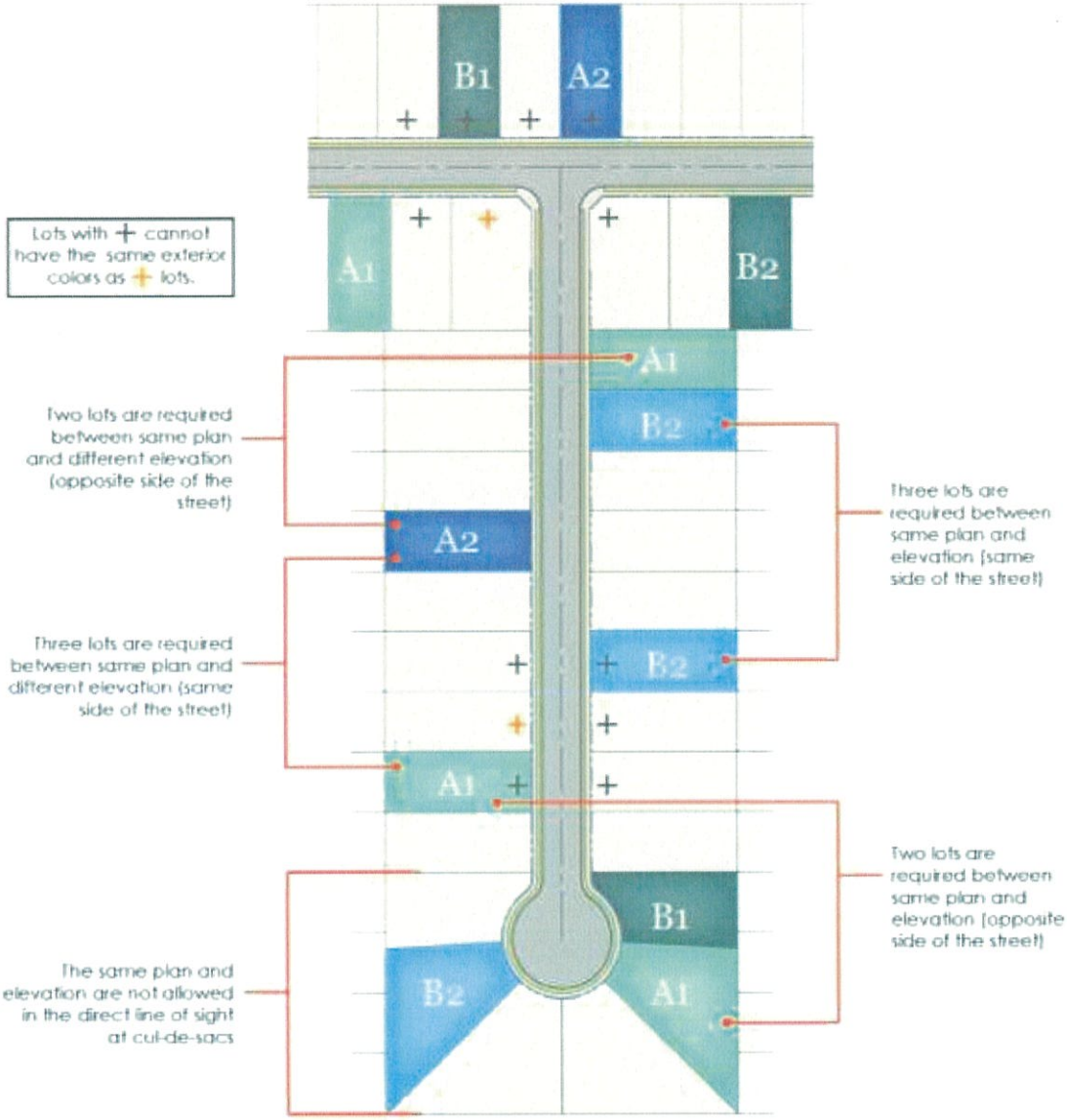
Minimum side setback to detached garages or accessory building maybe reduced to 5' when greater setback would be otherwise required.

Plan: Alley Load Chateau Home

View: Alley Load Chateau Home

All drawings and dimensions not to scale. Street tree locations shown are illustrative only and are not to scale.

Exhibit G
Repetition Restrictions



Repetition Guidelines are as follows:

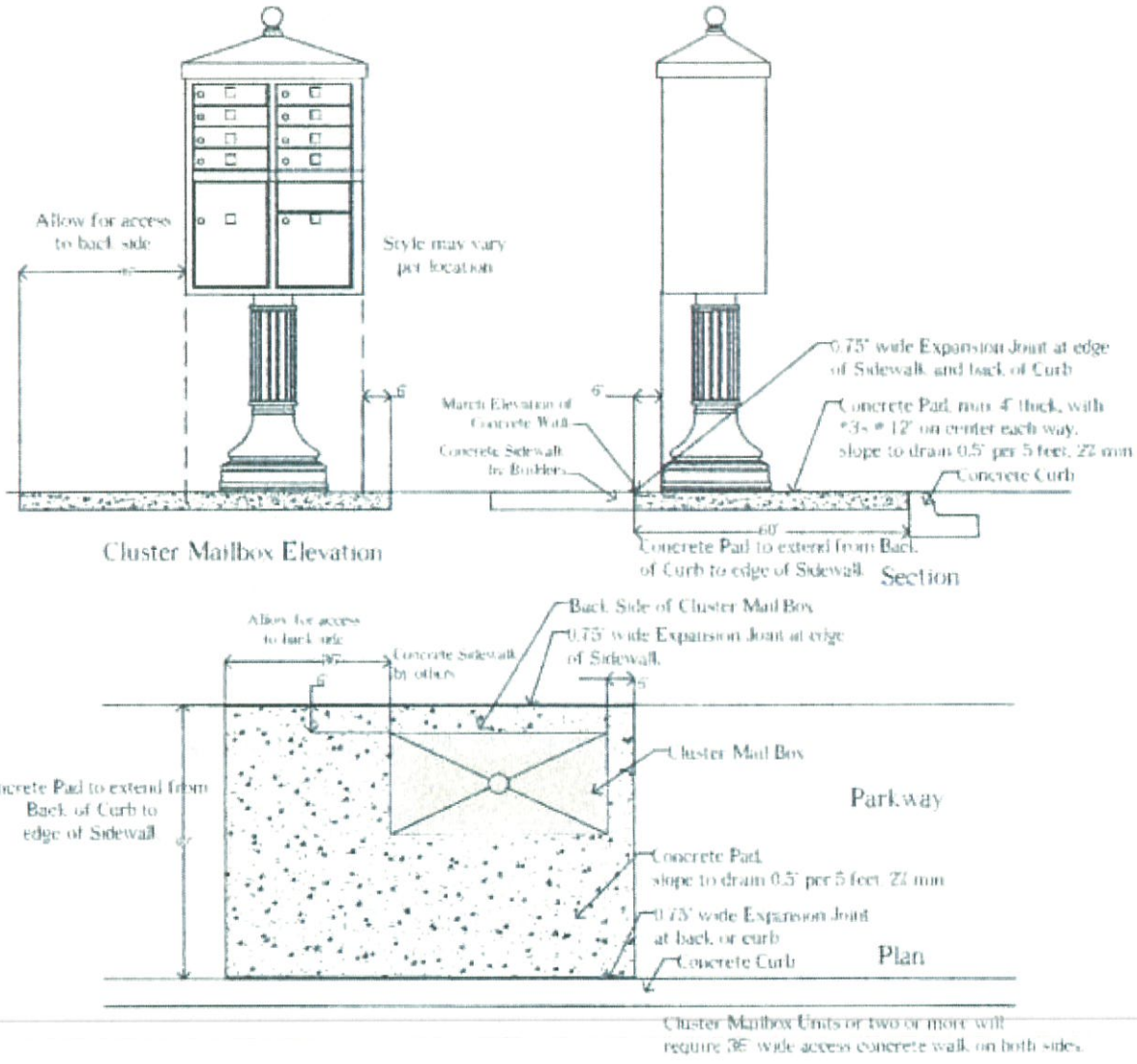
Same side of street -
- Same plan, same elevation must have 3 lots in between.
- Same plan, different elevation must have 3 lot in between

Opposite side of the street -
- Same plan, same elevation must have 2 complete lots in between.
- Same plan, different elevation must have 2 complete lot in between.

Exterior colors
- Exterior colors may not be the same side by side, or in direct line of sight, regardless of plan or elevation. Direct line of sight refers to the 3 lots directly across the street.

Exhibit H
Mailbox Design

Mailbox Design



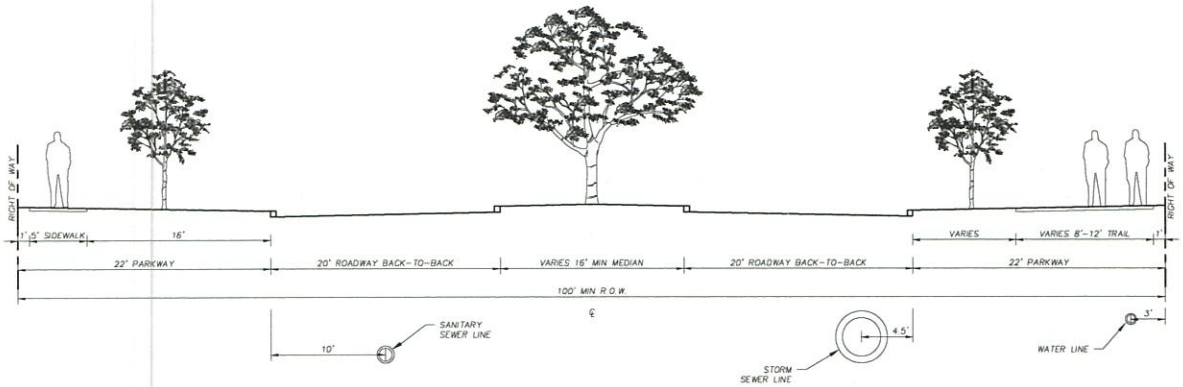
Manufactuer:
Brandon Industries
1601 Wilmeth Road
McKinney, Texas 75069
214-542-3000

Color: Black
Style: Cluster Box Units (CBU)
Type: Depending on location and number of Tenants and Parcels
Top Style; Sloped with ball cap
Base: Decorative
Include: Required Anchor Bolts

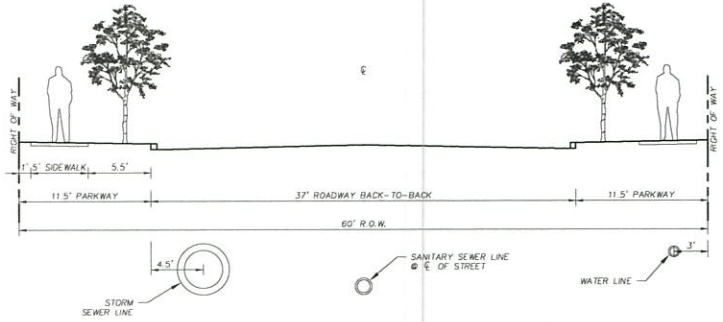
Exhibit I
Parks, Open Space, and Trail Plan

MCLENDON RD.
CITY OF MCLENDON- CHISHOLM ETJ
MCLENDON- CHISHOLM ETJ
CITY OF MCLENDON- CHISHOLM ETJ
MCLENDON- CHISHOLM
AMENITY CENTER
PULLEN RD.
CITY OF HEATH
MCLENDON- CHISHOLM ETJ
JEFF BOYD RD.
KEY
12' PEDESTRIAN TRAIL
10' PEDESTRIAN TRAIL
8' PEDESTRIAN TRAIL
6' PEDESTRIAN TRAIL
ACTIVE PARK
CITY PARK
PROJECT BOUNDARY
NOTE: Improvements shown in McLendon-Chisholm's City Limits and Heath's City Limits are only shown to illustrate potential connectivity to adjacent properties. Proposed parks, trails and open spaces are conceptual.
PLAN VIEW
SCALE: 1"=400'
0 200' 400' 800'

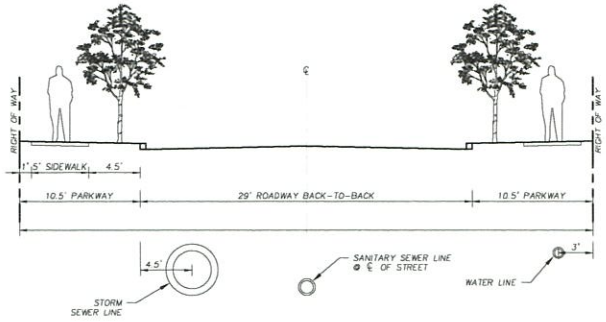
Exhibit J
Street Sections



100' MIN R.O.W. – TRILOGY BOULEVARD



60' R.O.W. – PULLEN ROAD



50' R.O.W. RESIDENTIAL

ENGINEER
TEAGUE NALL AND PERKINS, INC
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9687 ph 214.461.9864 fx
www.tnpinc.com
TBPELS ENGR # 22C SURV 100788 13011501, 10194301
GBPE REGISTRATION NO. TBAE: BW 2373

Exhibit K
Architectural Guidelines

1. Design Standards.

   a. Applicability of Other Design Standards. The design standards in this section are the exclusive design standards applicable to the Property, and apply only to principal buildings. An accessory building shall be designed consistent with the building materials used for the principal building on the same lot, but shall not otherwise be regulated by the design standards in this section.

   b. Approved Building Materials. In the context of approved building materials, a facade does not include doors, fascia, windows, chimneys, dormers, window box-outs, bay windows, soffits, eaves, and outdoor fireplaces. Multiple buildings on the same lot will each be deemed to have separate facades.

      i. A minimum of 90 percent of each exterior building facade shall consist of one or more of the following building materials (subject to further restrictions in facade area set forth below for cementitious fiber board and EIFS):

         1. Stone, brick or tile laid up unit by unit and set in mortar;

         2. Stucco (exterior Portland cement plaster with three coats over metal lath or wire fabric lath or other methods approved by the City Administrator as equal or better quality in durability);

         3. Natural stone, cultured stone, or cast stone;

         4. Architecturally finished block (i.e. burnished block or split faced concrete laid up unit by unit and set in mortar), which shall be limited to the amenity center and other non-residential buildings;

         5. Cementitious fiber board. Cementitious fiber board is permitted subject to the following conditions: the style and color of a building using this product must be approved as part of a site plan, no more than 20 percent of the residential buildings in the Property may have a facade that is predominantly composed of this product unless the style of the home dictates more such as a Cape Cod, Craftsman or Victorian style home.

         6. Exterior Insulation and Finish System (EIFS), which shall be limited to the amenity center and other non-residential buildings. EIFS may be used only on that portion of a façade that is four feet or higher above grade. A maximum of 50 percent of all sides of a building visible from the street and not ultimately screened by another building or other device may consist of EIFS;

7. LEED-certified materials;

8. Glass; or

9. An alternative material approved by the City Administrator based on a finding that it is of a quality equal to or better than the materials listed above in durability.

ii. A maximum of ten percent of a facade may include accent materials not listed above, except that aluminum siding, vinyl siding, unfinished concrete block, reflective glass, and galvanized steel are prohibited. The use of reflective glass and galvanized steel may be approved by the City Administrator for use on an amenity center or on other non-residential structures in unique circumstances in order to comply with green building techniques.

iii. The following requirement shall apply to a minimum of 50 percent of all single family residences at the time of full build out of the Property: A m minimum of 25 percent of each exterior building façade shall consist of natural, cultured, or cast stone.

iv. The building material requirements in this section shall not apply to buildings in open space areas, including, but not limited to, an amenity center.

c. Roofing Design and Materials.

i. Roofing materials for sloped roofs shall be selected from the following list:

1. Asphalt shingles;

2. Industry approved synthetic shingles;

3. Standing seam metal roofs;

4. Tile roofs;

5. Slate roofs;

6. LEED-certified roofing materials; or

7. An alternative material approved by the City Administrator based on a finding that it is of a quality equal to or better than the materials listed above in durability.

ii. Amenity centers and other non-residential buildings may have flat roofs or pitched roofs. All pitched roofs of non-residential buildings shall have a

minimum pitch of 4:12. Roofs covering porches and other architectural elements are excluded from this requirement. The City Administrator may approve a roof that does not meet these requirements based on a finding that a different roof pitch is appropriate for the proposed architectural style.

iii. All pitched roofs of residential buildings shall have a minimum pitch of 6:12. Roofs covering porches, bay windows, box windows and other architectural elements are excluded from this requirement. The City Administrator may approve a roof that does not meet these requirements based on a finding that a different roof pitch is appropriate for the proposed architectural style.

iv. Flat roofs require parapet screening that adheres to vertical articulation requirements for the facade.

v. Parapets shall require cornice detailing.

vi. Each single-family detached home will have a 30-year dimensional shingle, tile, composite or metal seam roof.

d. Design Features for Certain Residential Buildings. A minimum of four of the following design features are required on the exterior of each single family detached residential structure:

i. Dormers;

ii. Cupolas;

iii. Gables;

iv. Recessed entries (minimum three feet);

v. Balconies;

vi. Covered front porches (minimum 70 square feet in area and seven feet in depth);

vii. Courtyards;

viii. Box windows or bay windows;

ix. Architectural pillars or posts;

x. Exterior chimneys;

xi. Varied roof heights;

xii. Archways;

xiii. Porte cocheres;

xiv. Porticos;

xv. Shutters (functional or decorative);

xvi. Fireplaces with chimneys;

xvii. Minimum eight-foot tall front doors; or

xviii. Articulated cornice lines.

e. Design Features for Non-Residential Buildings. Non-residential buildings shall comply with the following requirements:

i. Cladding materials used on a facade shall extend a minimum of 20 feet around building corners onto adjacent facades, other than facades abutting an alley.

ii. All buildings must include at least four of the following design features, and buildings that are greater than 20,000 square feet in floor area must include at least six of the following design features:

A. Canopies, archways, covered walkways, or porticos;

B. Awnings;

C. Arcades;

D. Courtyards;

E. Cupolas;

F. Balconies;

G. Tower elements;

H. Recesses, projections; columns; pilasters projecting from the planes; offsets; reveals; or projecting ribs used to express architectural or structural bays;

I. Varied roof heights for pitched, peaked, sloped, or flat roof styles;

J. Articulated cornice line;

K. Arches;

L. Display windows, faux windows, or decorative glass windows;

M. Architectural details, such as tile work and molding, or accent materials integrated into the building facade;

N. Integrated planters or wing walls that incorporate landscaping and sitting areas or outdoor patios;

O. Integrated water features; or

P. Other similar architectural features approved by the City Administrator.

f. Entries.

i. All non-residential buildings shall comply with the following requirements:

1. All ground floor entrances shall be covered or inset.

2. Building entrances shall be articulated with architectural elements such as columns, porticos, porches, and overhangs.

ii. All non-residential buildings over 20,000 square feet in floor area shall incorporate elements such as arcades, roofs, alcoves, porticos, and awnings that protect pedestrians from sun and weather for a minimum of 50 percent of the length of the building frontage along a street.

g. Building Articulation. All non-residential building facades adjacent to and facing a street or open space shall include changes in relief such as columns, cornices, bases, fenestration, and fluted masonry at least every 50 feet along a building facade. This provision shall not apply to buildings in open space areas, including, but not limited to, an amenity center.

h. Transparency.

i. Residential Uses. At least 25 percent of each front residential facade facing the street shall contain windows or doorways. If a lot is located on a corner, only one street-facing facade is required to meet this requirement, which shall be the street that the front facade of the home faces.

ii. Non-Residential Uses. At least 50 percent of each front non-residential facade facing the street shall contain windows or doorways. If a lot is located on a corner, both street-facing facades are required to meet this requirement. This provision shall not apply to buildings in open space areas, including, but not limited to, an amenity center.

Note: For purposes of this exhibit, an amenity center is considered a non-residential building.

Exhibit L
Trash Can Pads

Exhibit L – Page 2

Exhibit M
Address Plaques

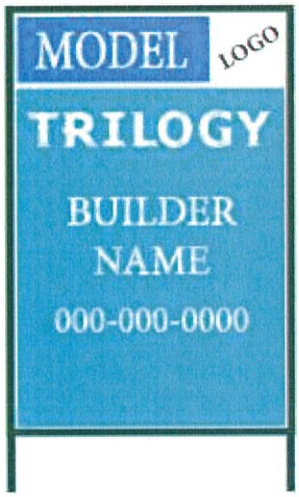
Exhibit N
Fence Design for Single Family Detached

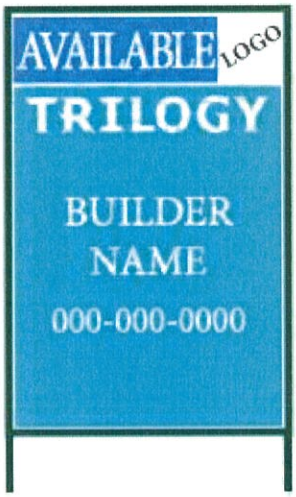
WOOD, VINYL OR OTHER
PERMITTED FENCING MATERIALS
STONE COLUMN
STREET
5' PARKWAY
5' SIDEWALK
PROPERTY LINE
3'-10" OFFSET
STREET
PROPERTY LINE
20' ALLEY
AIR CONDITIONERS
FENCE SETBACK LINE
STREET
5' PARKWAY
5' SIDEWALK
PROPERTY LINE
STREET
AIR CONDITIONERS
3'-10" OFFSET

STREET
5' PARKWAY
5' SIDEWALK
PROPERTY LINE
PROPERTY LINE
STONE COLUMN
1.5'
1.5'
NO AIR CONDITIONERS
PROPERTY LINE
STREET
VINYL FENCE
AIR CONDITIONERS
3'-10" OFFSET
AIR CONDITIONERS
AIR CONDITIONERS
3'-10" OFFSET
VINYL, WOOD, OR OTHER
PERMITTED FENCING
MATERIALS

Exhibit O
Realtor and Builder Sign Specifications

TRILOGY





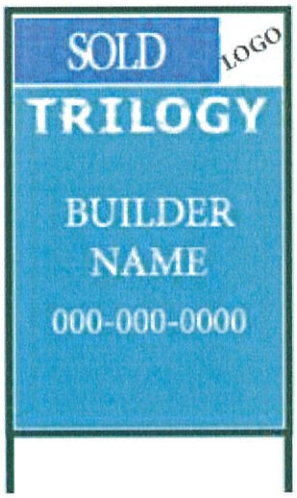


Exhibit P
Sidewalks

Exhibit Q
Shrub Planting Locations

Exhibit R
District Notice

AFTER RECORDING, RETURN TO:

NOTICE TO PURCHASER
(Pursuant to Texas Water Code §49.452)

The real property, described below, that you are about to purchase is located in Rockwall County Municipal Utility District No. 10. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. [As of this date, the District has not yet levied taxes on real property located within the District. However, the most recent projected rate of tax, as of this date, is $0.___ on each $100 of assessed valuation.] [As of this date, the rate of taxes levied by the district on real property located in the district is $0.____ on each $100 of assessed valuation.] The total amount of bonds, excluding refunding bonds in any bonds or any portion of bonds issued thereof payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is $_____, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is $_____.

The District is located within the corporate boundaries of the City of McClendon-Chisholm (the "City"). The taxpayers of the District are subject to the taxes imposed by the City and by the District until the District is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services [and road facilities] within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property, and these facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows:

THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

Date:_____

_____

Name:_____

Name: _____
Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date:

_____
Name: _____

Name: _____
Signature of Purchaser

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20_, by _____.

_____
Notary Public, State of Texas

EXHIBIT "A"

Lot __, Block __, of _____, an Addition to the ___ of _____, _____ County, Texas as recorded in Volume __, Page __, _____ Records, ____ County, Texas.

Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
11/10/2021 02:05:38 PM
$418.00
20210000030761

20260000001728 ORDINANCE Total Pgs: 3

ORDINANCE NO. 2025-35

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, VACATING AND ABANDONING A PORTION OF PULLEN ROAD, AS DETAILED IN THE ATTACHED EXHIBIT "A" INCORPORATED HEREIN FOR ALL PURPOSES AND IN THE CITY OF MCLENDON-CHISHOLM, TEXAS; DECLARING THAT SUCH PROPERTY IS UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE MAYOR OR CITY MANAGER OF THE CITY OF MCLENDON-CHISHOLM, TEXAS TO EXECUTE A QUITCLAIM DEED RELEASING PUBLIC OWNERSHIP, INTEREST AND CONTROL OF SAID PORTIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas is a home rule municipality located in Rockwall County and Kaufman County, Texas and is authorized under Section 311.007 of the Texas Transportation Code to abandon, vacate or otherwise close a street; and

WHEREAS, the City Council of McLendon-Chisholm has determined, after careful study and consideration, such abandonment will be of great benefit to the citizens of the City of McLendon-Chisholm; and

WHEREAS, a depiction of the areas to be abandoned and vacated are attached and more particularly described, in Exhibit "A" and are incorporated herein for all purposes; and

WHEREAS, in order to remove any question as to the interest of ownership of the public in said portions of the street, the City desires to execute the appropriate quitclaim deeds releasing all title, ownership and control in said street to the abutting property owners.

NOW, BE IT THERFORE ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1. The following streets are vacated and abandoned as public property:

The property more particularly described in the attached Exhibit "A", and which is wholly incorporated by reference as if fully recited.

The streets so vacated and abandoned shall revert in fee simple to the owner(s) of the abutting properties.

SECTION 2. The Mayor or City Manager of the City of McLendon-Chisholm, Texas is hereby authorized to execute a quitclaim deed to each abutting property owner releasing all claims to title, ownership or control of the streets on behalf of the City of McLendon-Chisholm, Texas. A copy of the applicable quitclaim deed may be presented for filing with the County Clerk of Rockwall or Kaufman County, Texas (where appropriate) by the Grantee.

SECTION 3. That all ordinances of the City of in conflict with the provisions of this ordinance be, and the same are hereby, repealed.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance or the Code of Ordinances, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. That this ordinance shall take effect immediately from and after its passage, and the publication of the caption, as the law and charter in such cases provide.

SECTION 6. That the Recitals contained in this ordinance are fully incorporated herein as if fully written and found to be true and correct.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, on this the 12th day of Dec 2025.

CITY OF McLENDON-CHISHOLM CORPORATE SEAL TEXAS

APPROVED:

Bryan McNeal, Mayor

ATTEST:

Angela Jennings, City Secretary

THE STATE OF TEXAS

COUNTY OF ROCKWALL

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Rockwall County, Texas.

20260000001728 ORDINANCE
02/02/2026 02:07:21 PM Total Fees: $33.00

Jennifer Fogg, County Clerk
Rockwall County, TX

City of McLendon-Chisholm

Staff Report

Date: March 10, 2026

Applicant: Lori Lusk

Owner: Taylor-Duncan Interests, LLC

Agenda Item: Discuss and consider approval of a Preliminary Plat for the Sonoma Verde subject property "North Tract", being 315.113 acreas of land within the Sonoma Verde master planned community

Attachments:

- Preliminary Plat Application
- Preliminary Plat
- Development Agreement

Background:

The applicant has submitted the preliminary plat for the subject property "Northern Tract" in accordance with the approved Development Agreement. The preliminary plat is designating six hundred and ninety one (691) residential lots, thirty-one (31) open space lots and one (1) amentity center.

The preliminary plat is in general conformance with the Development Agreement.

Planning and Zoning Recommendation: Approval (7-0) as presented.

Staff Recommendation: Staff recommends conditional approval.

Conditions of Approval:

1. Phase 4A configuration subject to additional review

Zoning:

EXHIBIT B
CONCEPT PLAN
min 60' Lots
min 50', 60', 65' Lots
Max of 726 Lots
min 50', 60', 65' Lots
City Dedication
SONOMA VERDE NORTH
North
Scale: 1" = 300'
Date: January 3, 2025
Sonoma Verde North Development Agreement
Page 1
Exhibit B
1508.015\9661561 8

MCLENDON-CHISHOLM PLAT APPLICATION

City of McLendon-Chisholm Plat Application

Application Date: 08/19/2025

Items Submitted – Check all that apply:

Plat Type and Fees

- Preliminary Plat (1–5 lots): $1,000 + $25 per lot
- ✓ Preliminary Plat (6+ lots): $1,500 + $50 per lot
- Final Plat (1–5 lots): $800 + $25 per lot
- Final Plat (6+ lots): $1,000 + $50 per lot
- Replat or Amended Plat: $500 + $25 per lot
- Confirmation of applicable fees paid in full to City Staff

***Note**: Acreage is rounded to the nearest whole acre. All applications are subject to full recovery of consulting costs.*

Additional Submittals

- Digital Copy of Submitted Plat/Plan **(REQUIRED)**
- Site Plan
- Concept Plan
- Planned Development
- Vacation of Plat

General Information:

Addition Name (if platted): Sonoma Verde North **Current Zoning:** Single Family

No. of Acres: 314.72 **No. of Lots:** 672 SF Lots 31 OS 1 AC **Proposed Zoning:** Single Family

General Location of Property: NW of Edwards Road in the Sonoma Verde Development

Applicant Name: Marc Zett

Company Name: Pulte Group

Address: 9111 Cypress Waters, Suite 100 **City, State, Zip:** Coppell, Tx, 75019

Phone(s): (972)-304-2800 **Email:** Marc.Zett@PulteGroup.com

Owner Name: Pulte Group

Address: 9111 Cypress Waters, Suite 100 **City, State, Zip:** Coppell, Tx, 75019

Phone(s): (972)-304-2800 **Email:** Marc.Zett@PulteGroup.com

Legal Description of the Property: 212.013 Acres Franklin Baugess Survey Abstract No. 7
102.713 Acres Franklin Baugess Survey Abstract No. 7

County Parcel ID: 10076, 10049

Additional Information: N/A

Development Fees & Consulting Costs

The City recognizes that professional guidance is necessary when undertaking any land use project including platting, zoning or Board of Adjustment applications. Therefore, the city will provide a one-hour OR 2 one-half hour complimentary professional consultation with the City Planner and/or City Engineer. These complimentary professional consultation(s) will be arranged by City Staff. Limit of one complimentary consultation per project.

The applicant must pay the actual fee (very small & simple projects) or deposit the estimated fee with the city prior to consultant review of any application. Should the actual consultant cost exceed the estimate, the applicant will be invoiced for amounts owed. Unused deposit monies will be refunded to the applicant within 60 days of project conclusion.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of $_____to cover the cost of this application has been paid to the City of McLendon-Chisholm on this 19th day of August, 20 25.

Further, I hereby certify that I understand and agree to the development fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning and Zoning Commission and/or City Council.

Signature of Applicant: _____

Signature of Owner: _____

City Secretary: _____

PRELIMINARY PLAT

FOR

SONOMA VERDE NORTH

CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS

ENGINEER

Kimley»Horn

400 N. OKLAHOMA DR
SUITE 105
CELINA, TX 75009
TEL: (469) 501-2200
CONTACT: LORI E. LUSK, P.E.

STATE OF TEXAS
REGISTRATION NO. F-928

OWNER

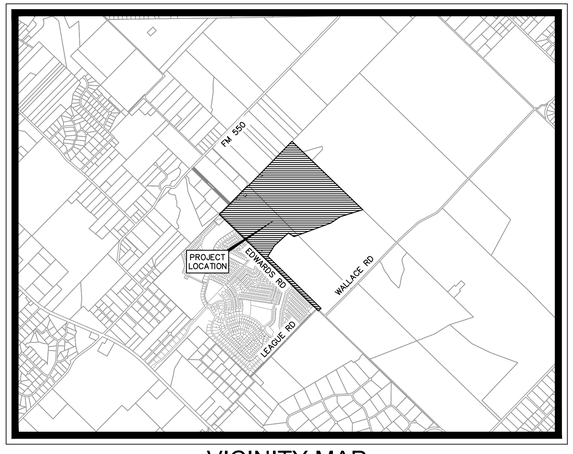
TAYLOR-DUNCAN INTERESTS, LLC
15441 KNOLL TRAIL DRIVE, SUITE 150
DALLAS, TX 75248
TEL: (972) 325-1412
CONATCT: STEPHEN DAVIS

PULTE GROUP
9111 CYPRESS WATERS, SUITE 100
COPPELL, TX 75019
TEL: (972) 304-2800
CONTACT: MARC ZETT

DEVELOPER

PULTE GROUP
9111 CYPRESS WATERS, SUITE 100
COPPELL, TX 75019
TEL: (972) 304-2800
CONTACT: MARC ZETT

811
Know what's **below.**
Call before you dig.



VICINITY MAP
SCALE: 1" = 3,000'

SHEET INDEX

SHEET NUMBER	SHEET TITLE
C-1	COVER SHEET
P-1	PHASE SHEET
P-2	PRELIMINARY PLAT (SHEET 1 OF 9)
P-3	PRELIMINARY PLAT (SHEET 2 OF 9)
P-4	PRELIMINARY PLAT (SHEET 3 OF 9)
P-5	PRELIMINARY PLAT (SHEET 4 OF 9)
P-6	PRELIMINARY PLAT (SHEET 5 OF 9)
P-7	PRELIMINARY PLAT (SHEET 6 OF 9)
P-8	PRELIMINARY PLAT (SHEET 7 OF 9)
P-9	PRELIMINARY PLAT (SHEET 8 OF 9)
P-10	PRELIMINARY PLAT (SHEET 9 OF 9)
D-0	PRELIMINARY DRAINAGE PLAN (MASTER PLAN)
D-1	PRELIMINARY DRAINAGE PLAN (SHEET 1 OF 7)
D-2	PRELIMINARY DRAINAGE PLAN (SHEET 2 OF 7)
D-3	PRELIMINARY DRAINAGE PLAN (SHEET 3 OF 7)
D-4	PRELIMINARY DRAINAGE PLAN (SHEET 4 OF 7)
D-5	PRELIMINARY DRAINAGE PLAN (SHEET 5 OF 7)
D-6	PRELIMINARY DRAINAGE PLAN (SHEET 6 OF 7)
D-7	PRELIMINARY DRAINAGE PLAN (SHEET 7 OF 7)
U-0	PRELIMINARY UTILITY PLAN (MASTER PLAN)
U-1	PRELIMINARY UTILITY PLAN (SHEET 1 OF 6)
U-2	PRELIMINARY UTILITY PLAN (SHEET 2 OF 6)
U-3	PRELIMINARY UTILITY PLAN (SHEET 3 OF 6)
U-4	PRELIMINARY UTILITY PLAN (SHEET 4 OF 6)
U-5	PRELIMINARY UTILITY PLAN (SHEET 5 OF 6)
U-6	PRELIMINARY UTILITY PLAN (SHEET 6 OF 6)

JANUARY 2026

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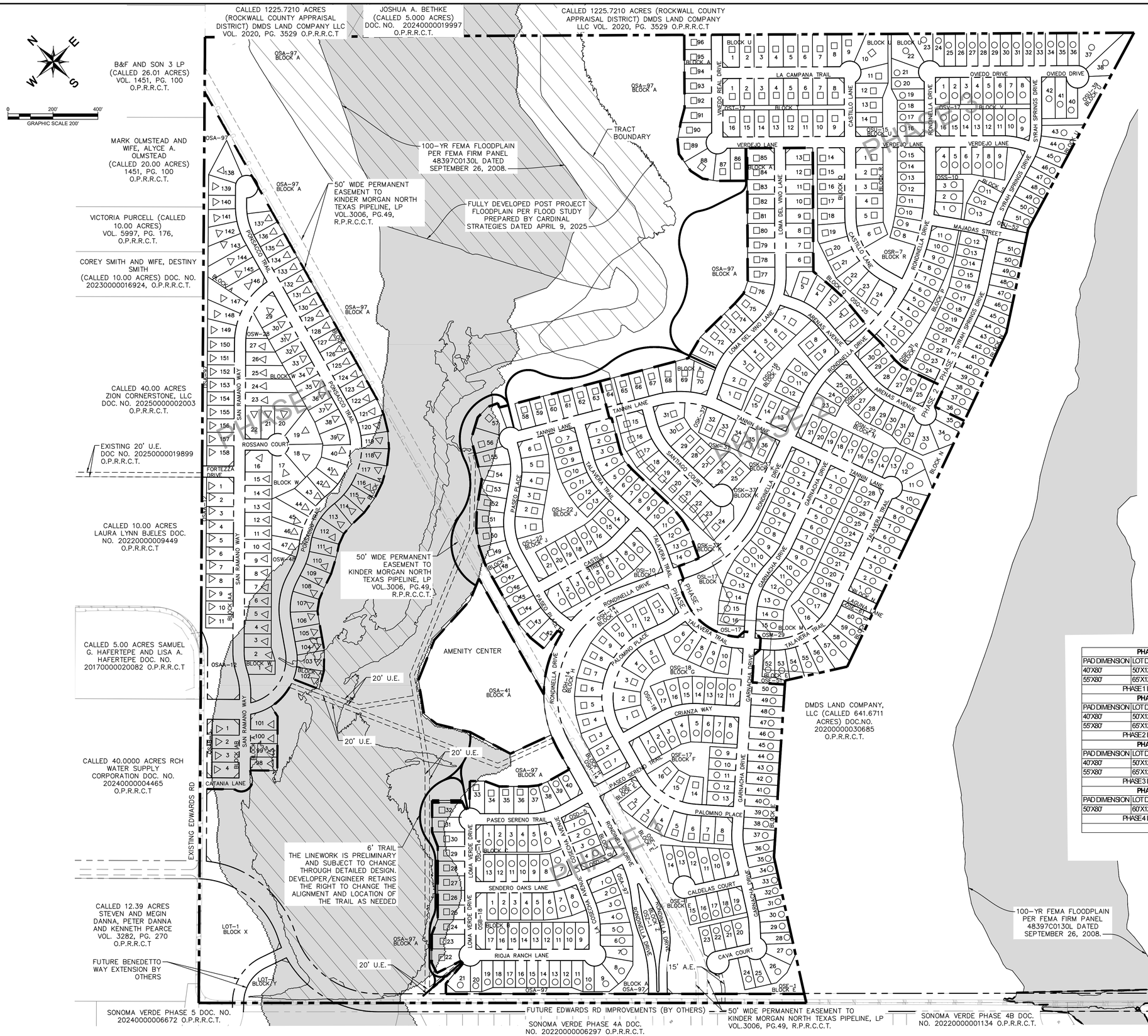
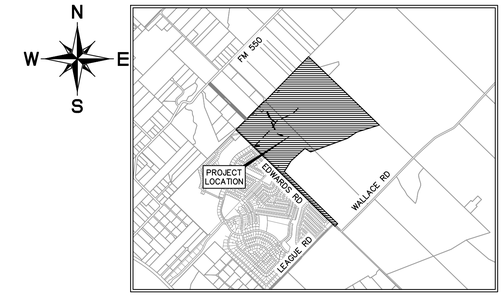
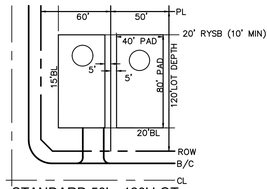
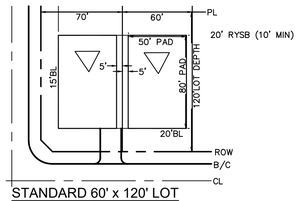




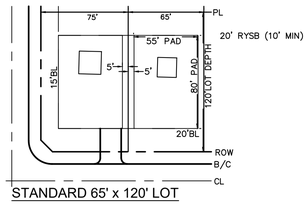
VICINITY MAP
SCALE: 1" = 3,000'



STANDARD 50' x 120' LOT



STANDARD 60' x 120' LOT



STANDARD 65' x 120' LOT

PHASE 1		
PAD DIMENSION	LOT DIMENSION	LOT COUNT
40'X80'	50'X120'	167
55'X80'	65'X120'	68
	PHASE 1 LOT COUNT	235
PHASE 2		
PAD DIMENSION	LOT DIMENSION	LOT COUNT
40'X80'	50'X120'	96
55'X80'	65'X120'	69
	PHASE 2 LOT COUNT	165
PHASE 3		
PAD DIMENSION	LOT DIMENSION	LOT COUNT
40'X80'	50'X120'	111
55'X80'	65'X120'	58
	PHASE 3 LOT COUNT	169
PHASE 4		
PAD DIMENSION	LOT DIMENSION	LOT COUNT
50'X80'	60'X120'	122
	PHASE 4 LOT COUNT	122
	TOTAL	691

LEGEND

PROPERTY BOUNDARY

PHASE LINE

PHASE SHEET
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

OWNER:
Taylor-Duncan Interests, LLC
15441 Knoll Trail Drive, Suite 150
Dallas, TX 75019
Tel: (972) 325-1412
Contact: Stephen Davis

Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

DEVELOPER:
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	P-1

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LAST SAVED 1/6/2026 12:56 PM

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 24X36

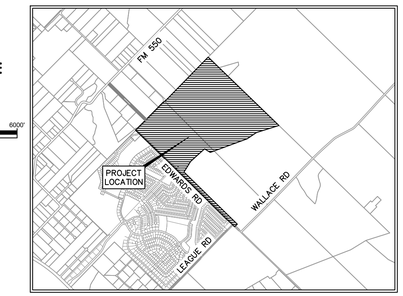
KEY MAP
N.T.S.

LOT DIMENSION CHART	
50'X120'	BLOCK A LOTS 1-21, 37-40 BLOCK B LOTS 1-17 BLOCK C LOTS 1-13 BLOCK D LOTS 1-4 BLOCK E LOTS 9-50 BLOCK F LOTS 1-13 BLOCK G LOTS 11-17
65'X120'	BLOCK A LOTS 22-37 BLOCK E LOTS 2-8 BLOCK F LOTS 14-16 BLOCK H LOT 1-4 BLOCK G LOT 1
60'X120'	BLOCK A LOTS 98-101 BLOCK AB LOTS 1-4

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = CAPPED IRON ROD FOUND
IRF = IRON ROD FOUND
MFFE = MINIMUM FINISHED FLOOR ELEVATION
MNS = MAGNAIL SET
D.R.R.C.T. = DEED RECORDS ROCKWALL COUNTY, TEXAS
O.P.R.R.C.T. = OFFICIAL PUBLIC RECORDS ROCKWALL COUNTY, TEXAS
P.R.R.C.T. = PLAT RECORDS ROCKWALL COUNTY TEXAS
V.P.A.E. = VISIBILITY PEDESTRIAN ACCESS EASEMENT
BL = BUILDING SET BACK LINE
D.E. = DRAINAGE EASEMENT
A.E. = ACCESS EASEMENT
U.E. = UTILITY EASEMENT
CAB = CABINET
VOL = VOLUME
PG. = PAGE
S.S.B. = SIDE SET BACK LINE
F.S.B. = FRONT SET BACK LINE
= STREET NAME CHANGE

N
W E
S
0 3000' 6000'
GRAPHIC SCALE 3000'



VICINITY MAP
SCALE: 1" = 3,000'

LINE TYPE LEGEND
BOUNDARY LINE
EASEMENT LINE
LOT LINE
ADJOINER LINE
BUILDING SETBACK

NOTES:

THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE, NORTH CENTRAL ZONE, GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS.

ALL CORNERS ARE A 5/8 INCH IRON ROD WITH CAP STAMPED "KHA" UNLESS OTHERWISE NOTED.

THE LIMITS OF THE PROPOSED 100-YEAR FLOODPLAIN ARE BASED OFF A FLOOD STUDY BEING PREPARED BY CARDINAL STRATEGIES THAT WILL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL DURING THE CONSTRUCTION PLAN REVIEW PROCESS. A LOMR-F WILL BE SUBMITTED TO FEMA TO ADDRESS THE REVISED BASE FLOOD ELEVATIONS FOR BLOCK A LOTS 22-33, 49-57, 102-121, BLOCK W LOTS 1-8, 47, AND OSW-48, BLOCK AA, OSAA-12, BLOCK AB 1-4, OS-5, BLOCK X, LOT 1, AND BLOCK Y, LOT 1.

THE MINIMUM FINISHED FLOOR ELEVATIONS FOR BLOCK A LOTS 22-40 AND 48-96, 98-137 SHALL BE A MINIMUM OF 2' ABOVE THE 100-YEAR BASE FLOOD ELEVATION DETERMINED BY THE APPROVED FLOOD STUDY OR THE FEMA APPROVED LOMR-F, WHICHEVER IS GREATER.

ACCORDING TO MAP NO. 48397C0130 L, DATED SEPTEMBER 26, 2008, OF THE NATIONAL FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, A PORTION OF THIS PROPERTY IS IN ZONE "A", THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE SURVEYOR.

THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.

ALL OPEN SPACE LOTS AND COMMON AREAS TO BE MAINTAINED BY THE SONOMA VERDE HOA OR OWNER

NO BUILDING PERMIT FOR ANY LOT LOCATED IN THE 100 YEAR FLOODPLAIN BE ISSUED NOR ANY CERTIFICATE OF OCCUPANCY BE ISSUED FOR ANY SUCH LOT UNLESS AND UNTIL THAT PROPERTY HAS BEEN REMOVED FROM THE FLOODPLAIN IN ACCORDANCE WITH A LETTER OF MAP REVISION [LOMR] APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY [FEMA]

NO CERTIFICATE OF OCCUPANCY OR FINAL INSPECTION BE APPROVED FOR ANY HOUSE IN THE APPROVED FINAL PLAT UNTIL POTABLE WATER SERVICE AND SANITARY SEWER SERVICE HAS BEEN PROVIDED

PRELIMINARY PLAT IS IN GENERAL CONFORMANCE WITH SONOMA VERDE NORTH DEVELOPMENT AGREEMENT ARTICLE IV, SECTIONS 4.1, 4.2, 4.3, 4.4, AND 4.5

PRELIMINARY PLAT IS IN GENERAL CONFORMANCE WITH EXHIBIT C "DEVELOPMENT REGULATIONS" OF THE SONOMA VERDE NORTH DEVELOPMENT AGREEMENT

ALL PROPOSED ROADWAY IMPROVEMENTS TO BE GENERAL CONFORMANCE WITH THE SONOMA VERDE NORTH DEVELOPMENT AGREEMENT

PLATTING OF THE PROPERTY IS PERMITTED PRIOR TO THE ANNEXATION OF THE PROPERTY INTO THE CITY'S CORPORATE LIMITS AND PRIOR TO THE ZONING OF THE PROPERTY

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6' TRAIL LINEWORK IS PRELIMINARY AND SUBJECT TO CHANGE THROUGH DETAILED DESIGN. DEVELOPER/ENGINEER RETAINS THE RIGHT TO CHANGE THE ALIGNMENT AND LOCATION OF THE TRAIL AS NEEDED

BLOCK A LOTS 1-40, OSA-41, 42-96, OSA-97, 98-101, 102-137, 138-158,
BLOCK B LOTS 1-17, OSB-18, BLOCK C LOTS 1-13, OSC-14,
BLOCK D LOTS 1-4, OSD-5, BLOCK E LOTS OSE-1, 2-50, 52-60, OSE-51,
OSE-61, BLOCK F LOTS 1-16, OSF-17, BLOCK G LOTS 1-17, OSG-18,
BLOCK H LOTS 1-13, OSH-14, BLOCK I LOTS 1-9, OSI-10, BLOCK J LOTS 1-21, OSJ-22,
BLOCK K LOTS 1-36, OSK-37, BLOCK L LOTS 1-16, OSL-17, BLOCK M LOTS 1-28, OSM-29,
BLOCK N LOTS 1-21, 23-51, OSN-22, BLOCK O LOTS 1-15, OSO-16, BLOCK P LOTS 1-30, OSP-31,
BLOCK Q LOTS 1-24 OSQ-25, BLOCK R LOTS 1-6, 8-15, OSR-7, BLOCK S LOTS 1-9, 11-13, OSS-10,
BLOCK T LOTS 1-16, OST-17, BLOCK U LOTS 1-14, 16-38, 40-51, OSU-15, OSU-39, OSU-52, BLOCK V LOTS 1-16, OSV-17,
BLOCK W LOTS 1-27, OSW-28, 29-47, OSW-48, BLOCK X LOT 1, BLOCK Y LOT 1, BLOCK Z OSZ-1, BLOCK AA LOTS 1-11, OSAA-12, BLOCK AB LOTS 1-4, OSAB-5

MATCH LINE SEE SHEET P-5
MATCH LINE SEE SHEET P-3
MATCH LINE SEE SHEET P-7

50' WIDE PERMANENT EASEMENT TO KINDER MORGAN NORTH TEXAS PIPELINE, LP VOL. 3006, PG. 49, R.P.R.C.C.T.

100-YR FEMA FLOODPLAIN PER FEMA FIRM PANEL 48397C0130L DATED SEPTEMBER 26, 2008

FULLY DEVELOPED POST PROJECT FLOODPLAIN PER FLOOD STUDY PREPARED BY CARDINAL STRATEGIES DATED APRIL 9, 2025

PROPOSED 80' ROW DEDICATION

PROPOSED 6' TRAIL

FUTURE EDWARDS ROAD IMPROVEMENTS BY OTHERS

CALLED 12.39 ACRES STEVEN AND MEGIN DANNA, PETER DANNA AND KENNETH PEARCE VOL. 3282, PG. 270 O.P.R.R.C.T

FUTURE BENEDETTO WAY EXTENSION BY OTHERS

15' RCH W.S.S.C EASEMENT VOLUME 184, PAGE 607

SONOMA VERDE PHASE 5 DOC. NO. 20240000006672 O.P.R.R.C.T.

SONOMA VERDE PHASE 4A DOC. NO. 20220000006297 O.P.R.R.C.T.

10' LANDSCAPE BUFFER PER DOC NO.20220000006297

40' ROW DEDICATION DOC NO.20220000006297

EXISTING OVERHEAD ELECTRIC

RONDINELLA DRIVE

SONOMA VERDE PHASE 4B DOC. NO. 20220000001134 O.P.R.R.C.T.

PROPOSED 40' ROW DEDICATION

DMDS LAND COMPANY, LLC (CALLED 641.6711 ACRES) DOC. NO. 20200000030685 O.P.R.R.C.T.

DETAIL
VISIBILITY PEDESTRIAN ACCESS EASEMENT (V.P.A.E.)
NOT TO SCALE

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PRELIMINARY PLAT (SHEET 1 OF 9)
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

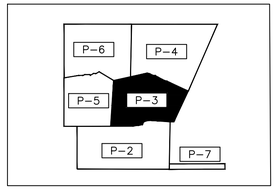
OWNER:
Taylor-Duncan Interests, LLC
15441 Knoll Trail Drive, Suite 150
Dallas, TX 75019
Tel: (972) 325-1412
Contact: Stephen Davis
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

DEVELOPER:
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	P-2
RDV		MAL	AS SHOWN	JANUARY 2025	067705155	



KEY MAP
N.T.S.

LOT DIMENSION CHART	
50'X120'	BLOCK A LOTS 45-47 BLOCK I LOTS 1-9 BLOCK J LOTS 7-21 BLOCK K LOTS 1-14 BLOCK G LOTS 6-10 BLOCK L LOTS 1-16 BLOCK M LOTS 1-28 BLOCK E LOTS 52-60 BLOCK N LOTS 1-21
65'X120'	BLOCK H LOTS 5-13

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = CAPPED IRON ROD FOUND
IRF = IRON ROD FOUND
MFFE = MINIMUM FINISHED FLOOR ELEVATION
MNS = MAGNAIL SET
D.R.R.C.T. = DEED RECORDS ROCKWALL COUNTY, TEXAS
O.P.R.R.C.T. = OFFICIAL PUBLIC RECORDS ROCKWALL COUNTY, TEXAS
P.R.R.C.T. = PLAT RECORDS ROCKWALL COUNTY TEXAS
V.P.A.E. = VISIBILITY PEDESTRIAN ACCESS EASEMENT
BL = BUILDING SET BACK LINE
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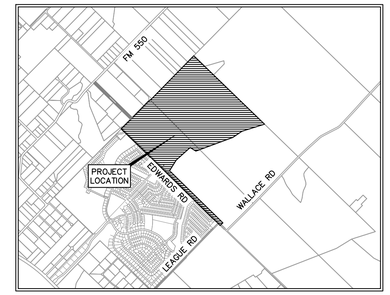
U.E. = UTILITY EASEMENT
CAB = CABINET
VOL = VOLUME
PG. = PAGE
S.S.B. = SIDE SET BACK LINE
F.S.B. = FRONT SET BACK LINE

= STREET NAME CHANGE



VICINITY MAP
SCALE: 1" = 3,000'

MATCH LINE SEE SHEET P-6
MATCH LINE SEE SHEET P-4
MATCH LINE SEE SHEET P-5
MATCH LINE SEE SHEET P-2
PHASE 1
100-YR FEMA FLOODPLAIN PER FEMA FIRM PANEL 48397C0130L DATED SEPTEMBER 26, 2008
PROPOSED 6' TRAIL
20' U.E.
50' WIDE PERMANENT EASEMENT TO KINDER MORGAN NORTH TEXAS PIPELINE, LP VOL. 3006, PG. 49, R.P.R.C.C.T.
BLOCK A OPEN SPACE A-41 5.96 AC AMENITY CENTER
TRACT BOUNDARY
OPEN SPACE L-17 BLOCK L 1.31 AC
OPEN SPACE I-10 BLOCK I 0.57 AC
OPEN SPACE J-22 BLOCK J 1.34 AC
OPEN SPACE K-37 BLOCK K 1.56 AC
OPEN SPACE K-37 BLOCK K 1.56 AC
OPEN SPACE H-14 BLOCK H 1.75 AC
OPEN SPACE H-14 BLOCK H 1.75 AC
OPEN SPACE G-18 BLOCK G 0.98 AC
OPEN SPACE K-37 1.56 AC
OPEN SPACE M-29 0.67 AC
OPEN SPACE P-31 BLOCK P 0.79 AC
OPEN SPACE N-21 BLOCK N 1.10 AC
OPEN SPACE N-21 BLOCK N 1.10 AC
OPEN SPACE E-51 0.98 AC
BLOCK A 9.81 AC
BLOCK J OPEN SPACE J-22 1.34 AC
BLOCK A OPEN SPACE A-47
BLOCK A OPEN SPACE A-42
BLOCK A OPEN SPACE A-43
BLOCK A OPEN SPACE A-44
BLOCK A OPEN SPACE A-45
BLOCK A OPEN SPACE A-46
BLOCK A OPEN SPACE A-48
BLOCK A OPEN SPACE A-49
BLOCK A OPEN SPACE A-50
BLOCK A OPEN SPACE A-51
BLOCK A OPEN SPACE A-52
BLOCK A OPEN SPACE A-53
BLOCK A OPEN SPACE A-54
BLOCK A OPEN SPACE A-55
BLOCK A OPEN SPACE

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.

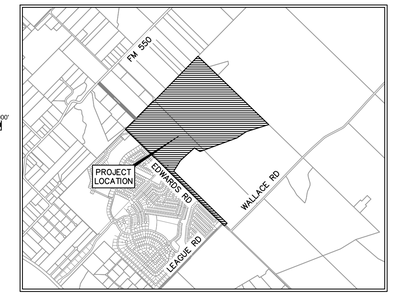
PLOTTED BY MCCUISTION, TYLER 1/6/2026 1:09 PM
DWG NAME K:\CFL_Civil\067051535-PULTE\SONOMA NORTH\(SLOAN)\CAD\PRELIMINARY PLANSHEETS\P-2_PRELIMINARY PLAT.DWG [24 x 36 (3)]
LAST SAVED 1/6/2026 12:56 PM

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 24X36

CALLED 1225.7210 ACRES (ROCKWALL COUNTY APPRAISAL DISTRICT)
DMDS LAND COMPANY LLC VOL. 2020, PG. 3529 O.P.R.R.C.T

N
W E
S
0 3000' 6000'
GRAPHIC SCALE 3000'



VICINITY MAP
SCALE: 1" = 3,000'

LINE TYPE LEGEND
- BOUNDARY LINE
- EASEMENT LINE
- LOT LINE
- ADJOINER LINE
- BUILDING SETBACK

MATCH LINE SEE SHEET P-6

MATCH LINE SEE SHEET P-3

TRACT BOUNDARY

PROPOSED 6' TRAIL

100-YR FEMA FLOODPLAIN
PER FEMA FIRM PANEL
48397C0130L DATED
SEPTEMBER 26, 2008

FULLY DEVELOPED POST
PROJECT FLOODPLAIN
PER FLOOD STUDY
PREPARED BY CARDINAL
STRATEGIES DATED
APRIL 9, 2025

PHASE 1

PHASE 2

PHASE 3

PHASE 4

OPEN SPACE A-97 BLOCK A 115.4 AC

OPEN SPACE T-17 0.25 AC

OPEN SPACE V-17 0.19 AC

OPEN SPACE U-15 0.50 AC

OPEN SPACE U-39 0.50 AC

OPEN SPACE S-10 0.52 AC

OPEN SPACE R-1 BLOCK R 1.08 AC

OPEN SPACE P-31 BLOCK P 0.79 AC

OPEN SPACE O-16 BLOCK O 0.81 AC

OPEN SPACE K-37 1.56 AC

OPEN SPACE Q-25 BLOCK Q 0.95 AC

BLOCK N OPEN SPACE 1.10 AC

BLOCK N OPEN SPACE 1.10 AC

LA CAMPANA TRAIL

VINEDO REAL DRIVE

VERDEJO LANE

CASTILLO LANE

RONDINELLA DRIVE

OVIEDO DRIVE

STREET W

SYRAH SPRINGS DRIVE

MAJADAS STREET

ARENAS AVENUE

TANNIN LANE

LOMA DEL VINO LANE

10' D.E.

15' D.E.

15' D.E. (BY SEPARATE INSTRUMENTS)

5/8"" IRF

5/8"" IRFC (PELETON)

DMDS LAND COMPANY, LLC (CALLED 641.6711 ACRES) DOC.NO. 20200000030685 O.P.R.R.C.T.

S72°33'32"W 991.29'

S69°41'38"W 959.85'

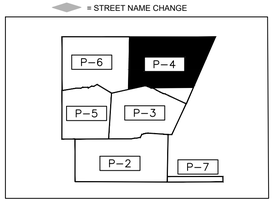
S56°10'31"W 469.91'

S47°56'43"E

S23°20'32"E 93.86'

PFC

DETAIL
VISIBILITY PEDESTRIAN ACCESS EASEMENT
NOT TO SCALE



KEY MAP
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LOT DIMENSION CHART	
50'X120'	BLOCK U LOTS 16-38, 40-51
	BLOCK V LOTS 1-16
	BLOCK R LOTS 8-15
	BLOCK P LOTS 1-30
	BLOCK N LOTS 23-51
	BLOCK O LOTS 10-12
	BLOCK S LOTS 1-9, 11-13
65'X120'	BLOCK A LOTS 71-96
	BLOCK O LOTS 3-9
	BLOCK R LOTS 1-6
	BLOCK T LOTS 1-16
	BLOCK U LOTS 1-14
	BLOCK Q LOTS 1-24

LEGEND

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CAB = CABINET
VOL = VOLUME
PG. = PAGE
S.S.B. = SIDE SET BACK LINE
F.S.B. = FRONT SET BACK LINE
= STREET NAME CHANGE

NOTES:

THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE, NORTH CENTRAL ZONE, GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS.

ALL CORNERS ARE A 5/8 INCH IRON ROD WITH CAP STAMPED "KHA" UNLESS OTHERWISE NOTED.

THE LIMITS OF THE PROPOSED 100-YEAR FLOODPLAIN ARE BASED OFF A FLOOD STUDY BEING PREPARED BY CARDINAL STRATEGIES THAT WILL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL DURING THE CONSTRUCTION PLAN REVIEW PROCESS. A LOMR-F WILL BE SUBMITTED TO FEMA TO ADDRESS THE REVISED BASE FLOOD ELEVATIONS FOR BLOCK A LOTS 22-33, 49-57, 102-121, BLOCK W LOTS 1-8, 47, AND OSW-48, BLOCK AA, OSAA-12, BLOCK AB 1-4, OS-5, BLOCK X, LOT 1, AND BLOCK Y, LOT 1.

THE MINIMUM FINSIHED FLOOR ELEVATIONS FOR BLOCK A LOTS 22-40 AND 48-96, 98-137 SHALL BE A MINIMUM OF 2' ABOVE THE 100-YEAR BASE FLOOD ELEVATION DETERMINED BY THE APPROVED FLOOD STUDY OR THE FEMA APPROVED LOMR-F, WHICHEVER IS GREATER.

ACCORDING TO MAP NO. 48397C0130 L, DATED SEPTEMBER 26, 2008, OF THE NATIONAL FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, A PORTION OF THIS PROPERTY IS IN ZONE "A", THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE SURVEYOR.

THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.

ALL OPEN SPACE LOTS AND COMMON AREAS TO BE MAINTAINED BY THE SONOMA VERDE HOA OR OWNER

NO BUILDING PERMIT FOR ANY LOT LOCATED IN THE 100 YEAR FLOODPLAIN BE ISSUED NOR ANY CERTIFICATE OF OCCUPANCY BE ISSUED FOR ANY SUCH LOT UNLESS AND UNTIL THAT PROPERTY HAS BEEN REMOVED FROM THE FLOODPLAIN IN ACCORDANCE WITH A LETTER OF MAP REVISION [LOMR] APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY [FEMA]

NO CERTIFICATE OF OCCUPANCY OR FINAL INSPECTION BE APPROVED FOR ANY HOUSE IN THE APPROVED FINAL PLAT UNTIL POTABLE WATER SERVICE AND SANITARY SEWER SERVICE HAS BEEN PROVIDED

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BLOCK W LOTS 1-27, OSW-28, 29-47, OSW-48, BLOCK X LOT 1, BLOCK Y LOT 1, BLOCK Z OSZ-1, BLOCK AA LOTS 1-11, OSAA-12, BLOCK AB LOTS 1-4, OSAB-5

PRELIMINARY PLAT (SHEET 3 OF 9)
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

OWNER:
Taylor-Duncan Interests, LLC
15441 Knoll Trail Drive, Suite 150
Dallas, TX 75019
Tel: (972) 325-1412
Contact: Stephen Davis
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

DEVELOPER:
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	P-4
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	

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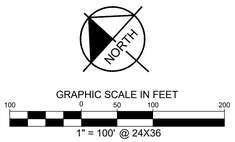

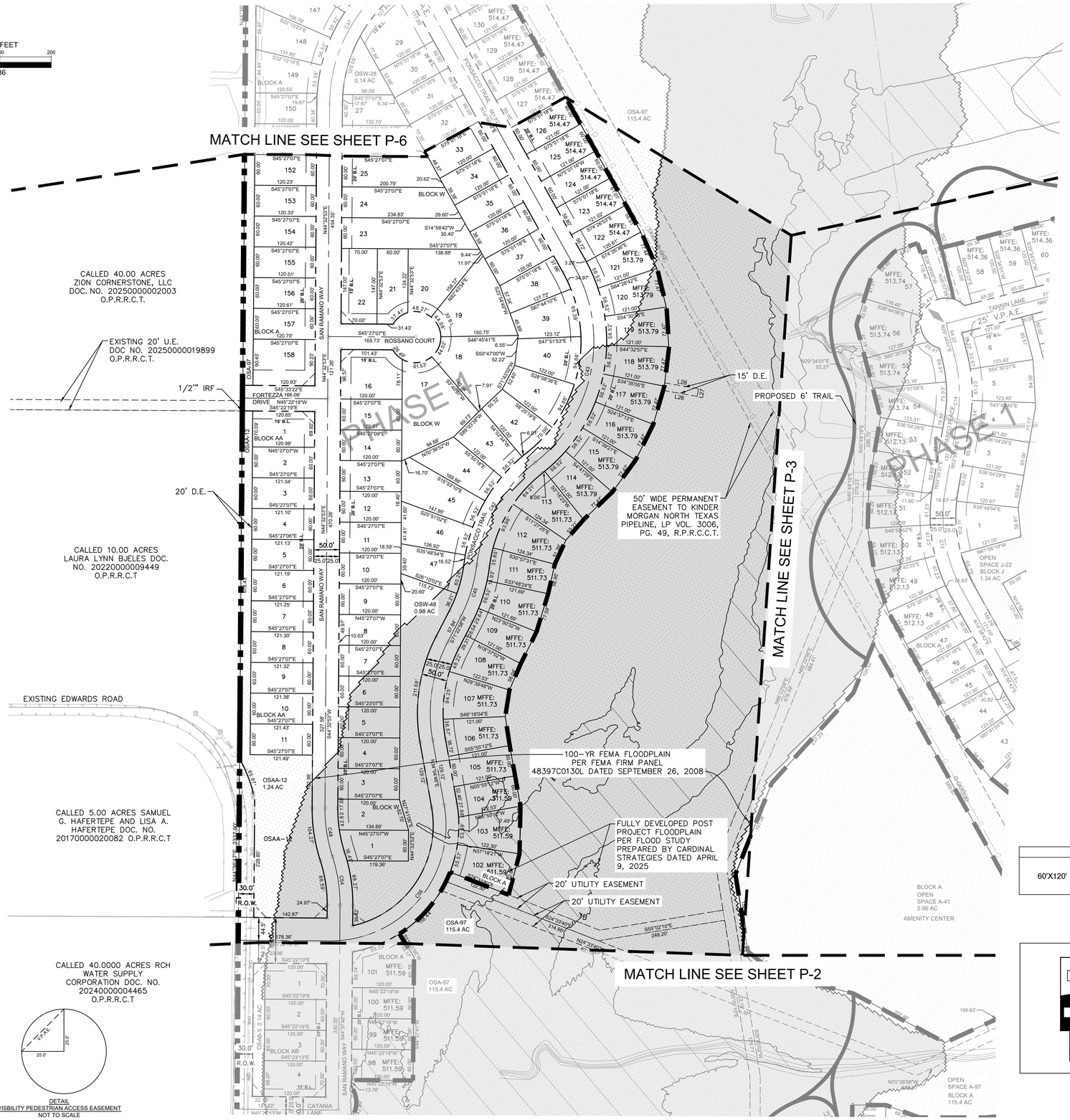

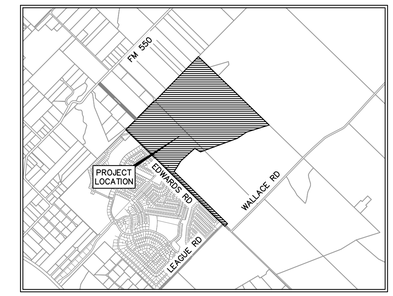

VICINITY MAP
SCALE: 1" = 3,000'

LEGEND

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VOL = VOLUME
PG. = PAGE
S.S.B. = SIDE SET BACK LINE
F.S.B. = FRONT SET BACK LINE

= STREET NAME CHANGE

LINE TYPE LEGEND

———	BOUNDARY LINE
— — —	EASEMENT LINE
———	LOT LINE
———	ADJOINER LINE
—·—·—	BUILDING SETBACK

NOTES:

THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE, NORTH CENTRAL ZONE, GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS.

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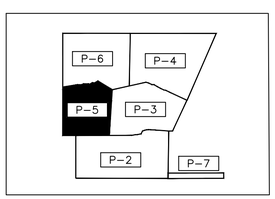
LOT DIMENSION CHART	
60'X120'	BLOCK A LOTS 102-126, 152-158 BLOCK W LOTS 1-25, 33-47 BLOCK AA LOTS 1-11



KEY MAP
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PRELIMINARY PLAT (SHEET 4 OF 9)
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
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Contact: Stephen Davis
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

DEVELOPER:
Pulte Group
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Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
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Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	P-5

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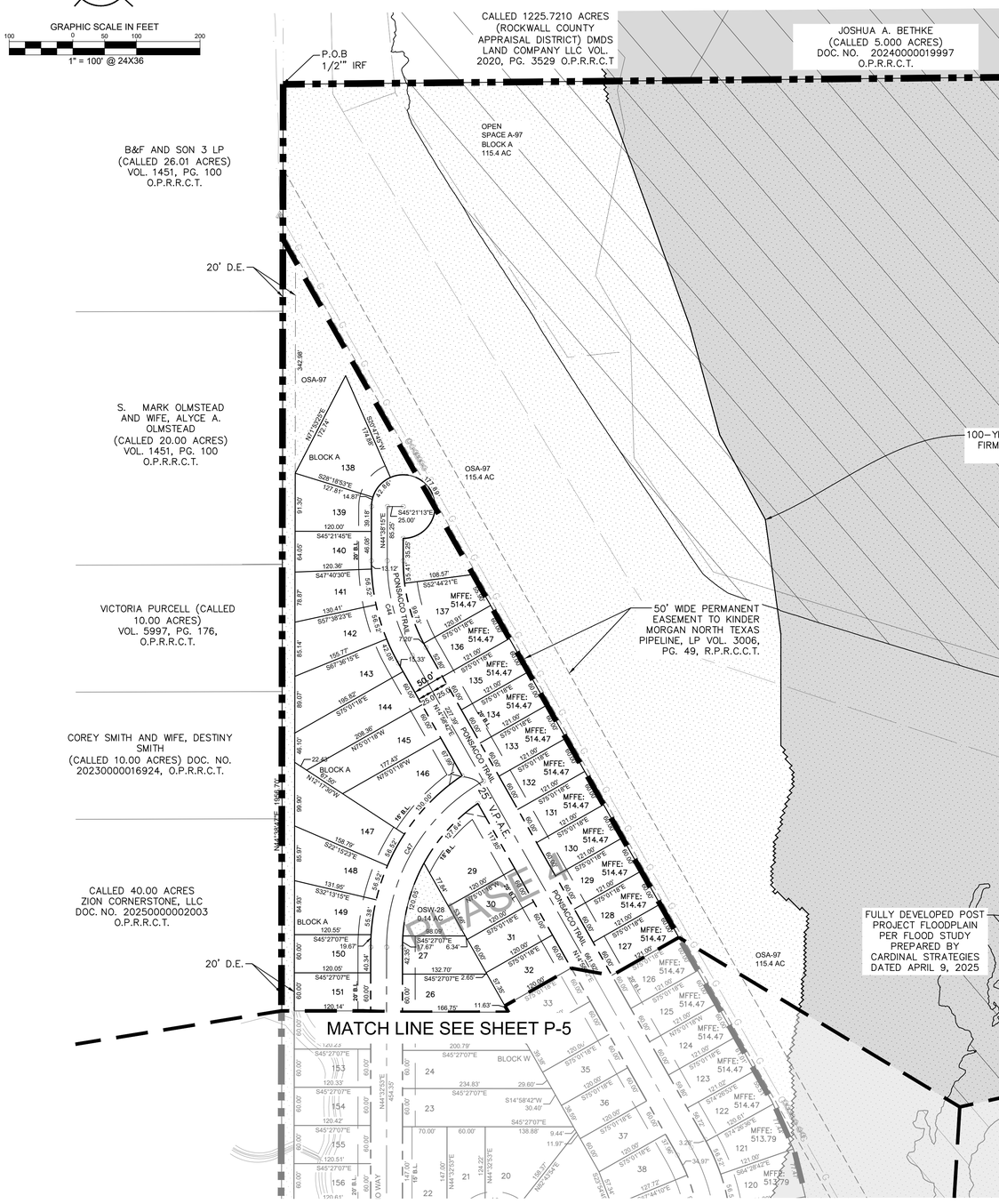
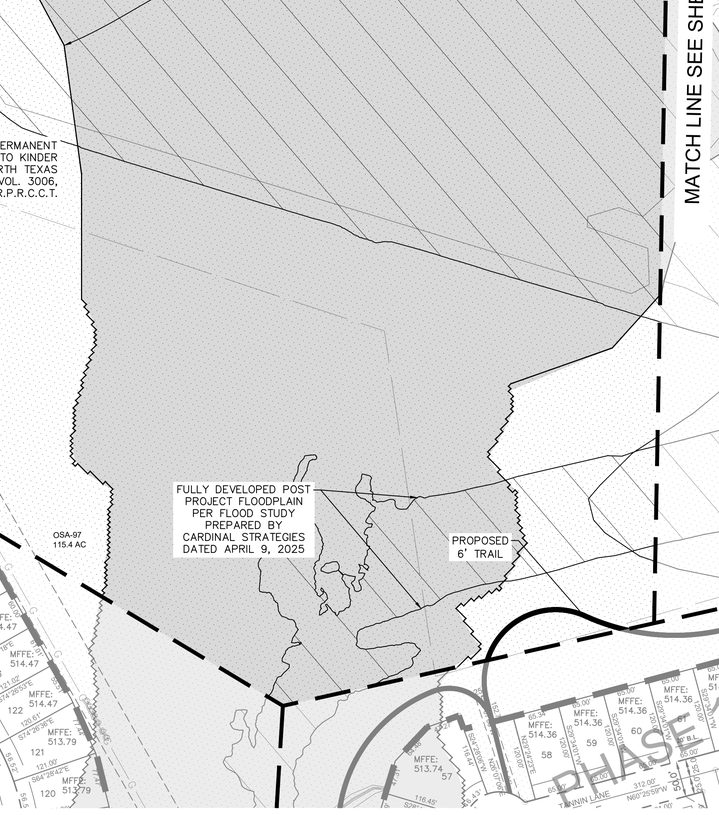
NORTH

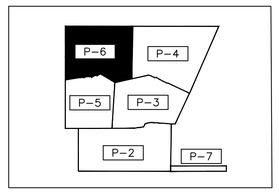
GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 24X36





DETAIL
VISIBILITY PEDESTRIAN ACCESS EASEMENT (V.P.A.E.)
NOT TO SCALE

LOT DIMENSION CHART	
60'X120'	BLOCK A LOTS 127-151 BLOCK W LOTS 26-27, 29-32



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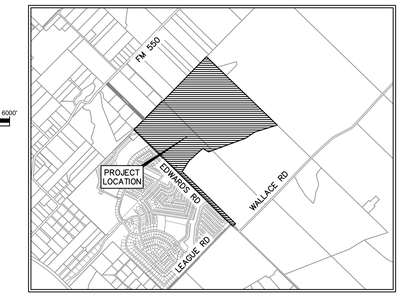
N.T.S.

N
W E
S
0 3000' 6000'
GRAPHIC SCALE 3000'



VICINITY MAP
SCALE: 1" = 3,000'

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LINE TYPE LEGEND

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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	P-6

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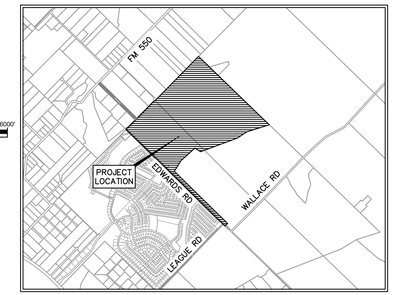

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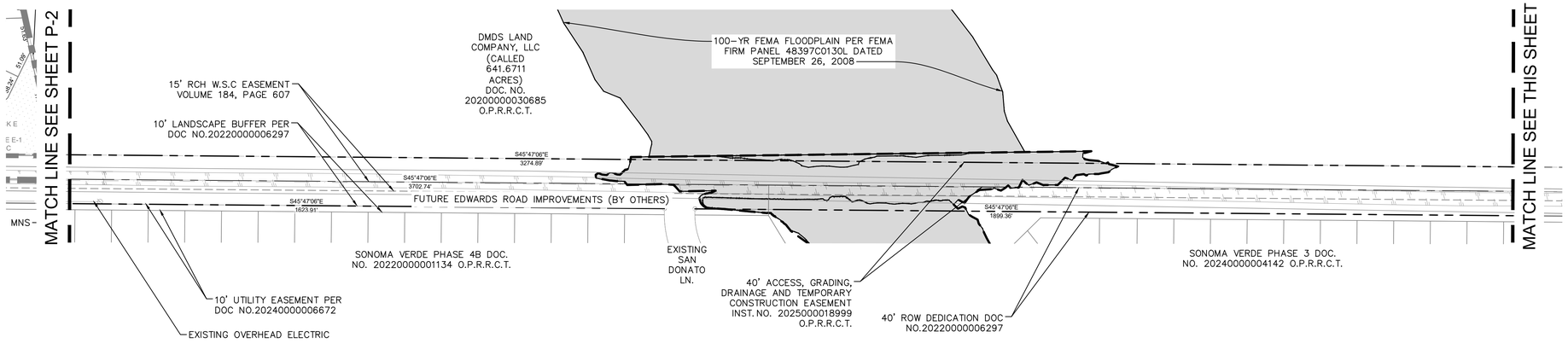

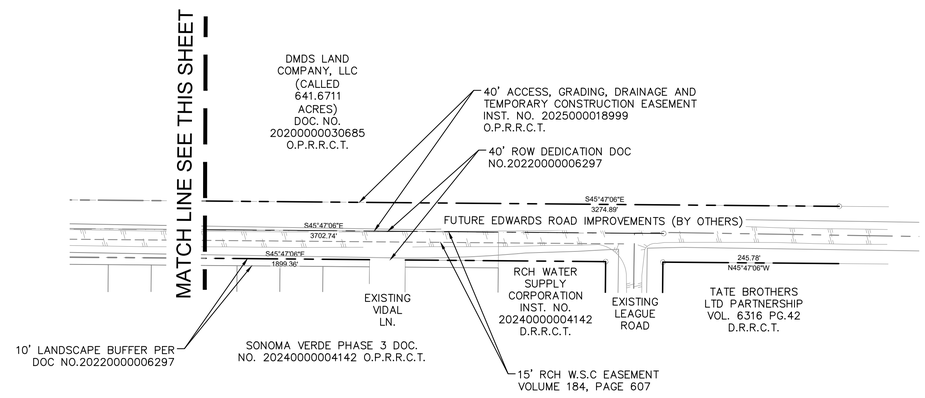

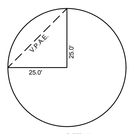

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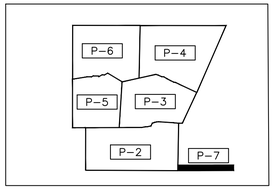

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IN THE

CITY OF MCLENDON-CHISHOLM,
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	P-7

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DWG NAME K:\CELL_CIVIL\067705155-PULTE-SONOMA NORTH\SUOAS\CAD\PRELIMINARY PLANS\SHEETS\P-2_PRELIMINARY PLAT.DWG [24 x 36 (9)]
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BLOCK	LOT	AREA (SF)	AREA (ACRE)
A	LOT 1	7271	0.167
A	LOT 2	6208	0.143
A	LOT 3	6757	0.155
A	LOT 4	7132	0.164
A	LOT 5	7393	0.170
A	LOT 6	7229	0.166
A	LOT 7	7043	0.162
A	LOT 8	9558	0.219
A	LOT 9	9136	0.210
A	LOT 10	6207	0.142
A	LOT 11	6462	0.148
A	LOT 12	6000	0.138
A	LOT 13	6000	0.138
A	LOT 14	6000	0.138
A	LOT 15	6000	0.138
A	LOT 16	6000	0.138
A	LOT 17	6000	0.138
A	LOT 18	6000	0.138
A	LOT 19	6462	0.148
A	LOT 20	6172	0.142
A	LOT 21	9264	0.213
A	LOT 22	10214	0.234
A	LOT 23	9361	0.215
A	LOT 24	8663	0.199
A	LOT 25	7800	0.179
A	LOT 26	7800	0.179
A	LOT 27	7800	0.179
A	LOT 28	7800	0.179
A	LOT 29	7800	0.179
A	LOT 30	8613	0.198
A	LOT 31	8441	0.194
A	LOT 32	8798	0.202
A	LOT 33	8606	0.198
A	LOT 34	8643	0.198
A	LOT 35	7865	0.181
A	LOT 36	7865	0.181
A	LOT 37	7287	0.167
A	LOT 38	7347	0.169
A	LOT 39	6050	0.139
A	LOT 40	7260	0.167
A	OSA-41	259458	5.956
A	LOT 42	8479	0.195
A	LOT 43	8862	0.203
A	LOT 44	8383	0.192
A	LOT 45	6050	0.139
A	LOT 46	6050	0.139
A	LOT 47	6050	0.139
A	LOT 48	8268	0.190
A	LOT 49	8794	0.202
A	LOT 50	8794	0.202
A	LOT 51	8844	0.203
A	LOT 52	8200	0.188
A	LOT 53	8015	0.184
A	LOT 54	9890	0.227
A	LOT 55	10306	0.237
A	LOT 56	10470	0.240
A	LOT 57	12191	0.280
A	LOT 58	7820	0.180
A	LOT 59	7800	0.179
A	LOT 60	7800	0.179
A	LOT 61	7800	0.179
A	LOT 62	7800	0.179
A	LOT 63	7800	0.179
A	LOT 64	7800	0.179
A	LOT 65	7800	0.179
A	LOT 66	7800	0.179
A	LOT 67	8185	0.188
A	LOT 68	9031	0.207
A	LOT 69	10294	0.236
A	LOT 70	10688	0.245
A	LOT 71	9260	0.213
A	LOT 72	8902	0.204
A	LOT 73	7865	0.181
A	LOT 74	7865	0.181
A	LOT 75	9272	0.213
A	LOT 76	9647	0.221
A	LOT 77	8554	0.196
A	LOT 78	7865	0.181
A	LOT 79	7865	0.181
A	LOT 80	7865	0.181
A	LOT 81	7865	0.181
A	LOT 82	7865	0.181
A	LOT 83	7865	0.181
A	LOT 84	7865	0.181
A	LOT 85	9075	0.208
A	LOT 86	9437	0.217
A	LOT 87	8998	0.207
A	LOT 88	12310	0.283
A	LOT 89	10574	0.243
A	LOT 90	9142	0.210
A	LOT 91	8374	0.192
A	LOT 92	7800	0.179
A	LOT 93	7800	0.179
A	LOT 94	7800	0.179
A	LOT 95	7800	0.179
A	LOT 96	7800	0.179
A	OSA-97	5026824	115.4
A	LOT98	7200	0.165
A	LOT99	7200	0.165
A	LOT 100	7200	0.165
A	LOT 101	10154	0.233
A	LOT 102	8333	0.191
A	LOT 103	8861	0.203
A	LOT 104	7274	0.167
A	LOT 105	7260	0.167
A	LOT 106	7925	0.182
A	LOT 107	9014	0.207
A	LOT 108	8185	0.188
A	LOT 109	7692	0.177
A	LOT 110	8078	0.185
A	LOT 111	7648	0.176
A	LOT 112	9127	0.210
A	LOT 113	8831	0.203
A	LOT 114	8025	0.184
A	LOT 115	8025	0.184
A	LOT 116	8025	0.184
A	LOT 117	8025	0.184
A	LOT 118	8025	0.184
A	LOT 119	8025	0.184
A	LOT 120	8025	0.184
A	LOT 121	8010	0.184
A	LOT 122	7261	0.167
A	LOT 123	7309	0.168
A	LOT 124	7260	0.167
A	LOT 125	7260	0.167
A	LOT 126	7260	0.167
A	LOT 127	7260	0.167
A	LOT 128	7260	0.167
A	LOT 129	7260	0.167
A	LOT 130	7260	0.167
A	LOT 131	7260	0.167
A	LOT 132	7260	0.167
A	LOT 133	7260	0.167
A	LOT 134	7260	0.167
A	LOT 135	7260	0.167
A	LOT 136	7260	0.167
A	LOT 137	8972	0.206
A	LOT 138	14043	0.322
A	LOT 139	8760	0.201
A	LOT 140	7396	0.170
A	LOT 141	8363	0.192
A	LOT 142	9758	0.224
A	LOT 143	11991	0.275
A	LOT 144	12559	0.288
A	LOT 145	11574	0.266
A	LOT 146	12819	0.294
A	LOT 147	13042	0.299
A	LOT 148	9942	0.228
A	LOT 149	8712	0.200
A	LOT 150	7204	0.165
A	LOT 151	7206	0.165
A	LOT 152	7211	0.166
A	LOT 153	7217	0.166
A	LOT 154	7222	0.166
A	LOT 155	7228	0.166
A	LOT 156	7234	0.166
A	LOT 157	7239	0.166
A	LOT 158	7245	0.166

BLOCK	LOT	AREA (SF)	AREA (ACRE)
B	LOT 1	6050	0.139
B	LOT 2	6050	0.139
B	LOT 3	6050	0.139
B	LOT 4	6050	0.139
B	LOT 5	6119	0.140
B	LOT 6	6735	0.155
B	LOT 7	6736	0.155
B	LOT 8	7586	0.174
B	LOT 9	7201	0.165
B	LOT 10	6000	0.138
B	LOT 11	6000	0.138
B	LOT 12	6000	0.138
B	LOT 13	6000	0.138
B	LOT 14	6000	0.138
B	LOT 15	6000	0.138
B	LOT 16	6000	0.138
B	LOT 17	6000	0.138
B	OSB-18	19247	0.442

BLOCK	LOT	AREA (SF)	AREA (ACRE)
C	LOT 1	6050	0.139
C	LOT 2	6050	0.139
C	LOT 3	6050	0.139
C	LOT 4	6050	0.139
C	LOT 5	6709	0.154
C	LOT 6	8687	0.199
C	LOT 7	8081	0.186
C	LOT 8	7171	0.165
C	LOT 9	6050	0.139
C	LOT 10	6050	0.139
C	LOT 11	6050	0.139
C	LOT 12	6050	0.139
C	LOT 13	6050	0.139
C	OSC-14	11760	0.270

BLOCK	LOT	AREA (SF)	AREA (ACRE)
D	LOT 1	6000	0.138
D	LOT 2	6000	0.138
D	LOT 3	6000	0.138
D	LOT 4	6000	0.138
D	OSD-5	15235	0.350

BLOCK	LOT	AREA (SF)	AREA (ACRE)
E	LOT 2	9226	0.212
E	LOT 3	8760	0.201
E	LOT 4	8760	0.201
E	LOT 5	8821	0.203
E	LOT 6	8439	0.194
E	LOT 7	7833	0.180
E	LOT 8	9166	0.210
E	LOT 9	7507	0.172
E	LOT 10	7046	0.162
E	LOT 11	7764	0.178
E	LOT 12	8237	0.189
E	LOT 13	6921	0.159
E	LOT 14	8112	0.186
E	LOT 15	6005	0.138
E	LOT 16	6000	0.138
E	LOT 17	6000	0.138
E	LOT 18	6000	0.138
E	LOT 19	7200	0.165
E	LOT 20	8056	0.185
E	LOT 21	6000	0.138
E	LOT 22	6000	0.138
E	LOT 23	6294	0.144
E	LOT 24	7188	0.165
E	LOT 25	7148	0.164
E	LOT 26	10106	0.232
E	LOT 27	8701	0.200
E	LOT 28	6532	0.150
E	LOT 29	6664	0.153
E	LOT 30	6765	0.155
E	LOT 31	6000	0.138
E	LOT 32	6000	0.138
E	LOT 33	6000	0.138
E	LOT 34	6000	0.138
E	LOT 35	6111	0.140
E	LOT 36	7048	0.162
E	LOT 37	8013	0.184
E	LOT 38	7198	0.165
E	LOT 39	7195	0.165
E	LOT 40	7193	0.165
E	LOT 41	7190	0.165
E	LOT 42	7188	0.165
E	LOT 43	7190	0.165
E	LOT 44	7198	0.165
E	LOT 45	7209	0.165
E	LOT 46	7220	0.166
E	LOT 47	7231	0.166
E	LOT 48	7241	0.166
E	LOT 49	7252	0.166
E	LOT 50	7263	0.167
E	LOT 52	6358	0.146
E	LOT 53	7422	0.170
E	LOT 54	7667	0.176
E	LOT 55	8028	0.184
E	LOT 56	9111	0.209
E	LOT 57	10823	0.248
E	LOT 58	9806	0.225
E	LOT 59	8572	0.197
E	LOT 60	7793	0.179
E	OSE-1	167528	3.846
E	OSE-51	8837	0.203
E	OSE-61	3517	0.081

BLOCK	LOT	AREA (SF)	AREA (ACRE)
F	LOT 1	6050	0.139
F	LOT 2	6050	0.139
F	LOT 3	6666	0.153
F	LOT 4	7425	0.170
F	LOT 5	6818	0.157
F	LOT 6	6050	0.139
F	LOT 7	6050	0.139
F	LOT 8	7260	0.167
F	LOT 9	6000	0.138
F	LOT 10	6000	0.138
F	LOT 11	6000	0.138
F	LOT 12	6000	0.138
F	LOT 13	7200	0.165
F	LOT 14	8993	0.206
F	LOT 15	9681	0.222
F	LOT 16	9681	0.222
F	OSF-17	38588	0.886

BLOCK	LOT	AREA (SF)	AREA (ACRE)
G	LOT 1	10557	0.242
G	LOT 2	9681	0.222
G	LOT 3	9681	0.222
G	LOT 4	9681	0.222
G	LOT 5	8958	0.206
G	LOT 6	8995	0.207
G	LOT 7	7542	0.173
G	LOT 8	6872	0.158
G	LOT 9	6836	0.157
G	LOT 10	6819	0.157
G	LOT 11	7200	0.165
G	LOT 12	6000	0.138
G	LOT 13	6000	0.138
G	LOT 14	6404	0.147
G	LOT 15	6739	0.155
G	LOT 16	6739	0.155
G	LOT 17	6739	0.155
G	OSG-18	42488	0.975

BLOCK	LOT	AREA (SF)	AREA (ACRE)
H	LOT 1	7865	0.181
H	LOT 2	7865	0.181
H	LOT 3	8664	0.199
H	LOT 4	8760	0.201
H	LOT 5	8760	0.201
H	LOT 6	8760	0.201
H	LOT 7	8760	0.201
H	LOT 8	8760	0.201
H	LOT 9	8760	0.201
H	LOT 10	8760	0.201
H	LOT 11	8689	0.199
H	LOT 12	8026	0.184
H	LOT 13	8916	0.205
H	OSH-14	76425	1.754

BLOCK	LOT	AREA (SF)	AREA (ACRE)
I	LOT 1	8099	0.186
I	LOT 2	6050	0.139
I	LOT 3	6050	0.139
I	LOT 4	6050	0.139
I	LOT 5	6050	0.139
I	LOT 6	6363	0.146
I	LOT 7	6799	0.156
I	LOT 8	6529	0.150
I	LOT 9	6050	0.139
I	OSI-10	24827	0.570

BLOCK	LOT	AREA (SF)	AREA (ACRE)
J	LOT 1	9728	0.223
J	LOT 2	8177	0.188
J	LOT 3	7865	0.181
J	LOT 4	8590	0.197
J	LOT 5	8878	0.204
J	LOT 6	9606	0.221
J	LOT 7	7260	0.167
J	LOT 8	6050	0.139
J	LOT 9	6154	0.141
J	LOT 10	6719	0.154
J	LOT 11	6721	0.154
J	LOT 12	6721	0.154
J	LOT 13	6491	0.149
J	LOT 14	7329	0.168
J	LOT 15	6117	0.140
J	LOT 16	7459	0.171
J	LOT 17	6050	0.139
J	LOT 18	6050	0.139
J	LOT 19	6050	0.139
J	LOT 20	6050	0.139
J	LOT 21	6050	0.139
J	OSJ-22	58341	1.339

BLOCK	LOT	AREA (SF)	AREA (ACRE)
K	LOT 1	7260	0.167
K	LOT 2	6050	0.139
K	LOT 3	6248	0.143
K	LOT 4	7456	0.171
K	LOT 5	7179	0.165
K	LOT 6	6050	0.139
K	LOT 7	6050	0.139
K	LOT 8	6050	0.139
K	LOT 9	6050	0.139
K	LOT 10	6466	0.148
K	LOT 11	6820	0.157
K	LOT 12	6834	0.157
K	LOT 13	6531	0.150
K	LOT 14	7417	0.170
K	LOT 15	9232	0.212
K	LOT 16	9087	0.209
K	LOT 17	9078	0.208
K	LOT 18	8681	0.199
K	LOT 19	7865	0.181
K	LOT 20	7865	0.181
K	LOT 21	7865	0.181
K	LOT 22	7865	0.181
K	LOT 23	7977	0.183
K	LOT 24	10586	0.243
K	LOT 25	8229	0.189
K	LOT 26	10921	0.251
K	LOT 27	9210	0.211
K	LOT 28	7865	0.181
K	LOT 29	8222	0.189
K	LOT 30	9713	0.223
K	LOT 31	10870	0.250
K	LOT 32	8414	0.193
K	LOT 33	7834	0.180
K	LOT 34	7800	0.179
K	LOT 35	7800	0.179
K	LOT 36	7800	0.179
K	OSK-37	68110	1.564

BLOCK	LOT	AREA (SF)	AREA (ACRE)
L	LOT 1	7260	0.167
L	LOT 2	6050	0.139
L	LOT 3	6050	0.139
L	LOT 4	6050	0.139
L	LOT 5	6050	0.139
L	LOT 6	6050	0.139
L	LOT 7	6050	0.139
L	LOT 8	6244	0.143
L	LOT 9	7217	0.166
L	LOT 10	6084	0.140
L	LOT 11	6717	0.154
L	LOT 12	6758	0.155
L	LOT 13	6758	0.155
L	LOT 14	6759	0.155
L	LOT 15	6430	0.148
L	LOT 16	6010	0.138
L	OSL-17	57251	1.314

BLOCK	LOT	AREA (SF)	AREA (ACRE)
M	LOT 1	7200	0.165
M	LOT 2	6000	0.138
M	LOT 3	6000	0.138
M	LOT 4	6000	0.138
M	LOT 5	6000	0.138
M	LOT 6	6000	0.138
M	LOT 7	6000	0.138
M	LOT 8	6076	0.139
M	LOT 9	6818	0.157
M	LOT 10	6535	0.150
M	LOT 11	6102	0.140
M	LOT 12	7522	0.173
M	LOT 13	7462	0.171
M	LOT 14	6385	0.147
M	LOT 15	6008	0.138
M	LOT 16	7648	0.176
M	LOT 17	7673	0.176
M	LOT 18	6207	0.142
M	LOT 19	6000	0.138
M	LOT 20	6000	0.138
M	LOT 21	6000	0.138
M	LOT 22	6000	0.138
M	LOT 23	6000	0.138
M	LOT 24	6000	0.138
M	LOT 25	6000	0.138
M	LOT 26	6000	0.138
M	LOT 27	6000	0.138
M	LOT 28	7200	0.165
M	OSM-29	29065	0.667

BLOCK	LOT	AREA (SF)	AREA (ACRE)
N	LOT 1	8447	0.194
N	LOT 2	7043	0.162
N	LOT 3	7046	0.162
N	LOT 4	7049	0.162
N	LOT 5	7052	0.162
N	LOT 6	7055	0.162
N	LOT 7	7057	0.162
N	LOT 8	7060	0.162
N	LOT 9	7007	0.161
N	LOT 10	7001	0.161
N	LOT 11	9990	0.229
N	LOT 12	9620	0.221
N	LOT 13	6633	0.152
N	LOT 14	6639	0.152
N	LOT 15	6000	0.138
N	LOT 16	6000	0.138
N	LOT 17	6000	0.138
N	LOT 18	6000	0.138
N	LOT 19	6000	0.138
N	LOT 20	6000	0.138
N	LOT 21	6000	0.138
N	LOT 23	6509	0.149
N	LOT 24	6703	0.154
N	LOT 25	6703	0.154
N	LOT 26	7687	0.176
N	LOT 27	6721	0.154
N	LOT 28	6923	0.159
N	LOT 29	6525	0.150
N	LOT 30	6133	0.141
N	LOT 31	6753	0.155
N	LOT 32	6865	0.158
N	LOT 33	9983	0.229
N	LOT 34	9813	0.225
N	LOT 35	6611	0.152
N	LOT 36	7250	0.166
N	LOT 37	7250	0.166
N	LOT 38	7250	0.166
N	LOT 39	7250	0.166
N	LOT 40	7250	0.166
N	LOT 41	7250	0.166
N	LOT 42	7250	0.166
N	LOT 43	7250	0.166
N	LOT 44	7225	0.166
N	LOT 45	7184	0.165
N	LOT 46	6742	0.155
N	LOT 47	6397	0.147
N	LOT 48	6000	0.138
N	LOT 49	6000	0.138
N	LOT 50	6000	0.138
N	LOT 51	7200	0.165
N	OSN-22	47800	1.097

BLOCK	LOT	AREA (SF)	AREA (ACRE)
O	LOT 1	9704	0.223
O	LOT 2	9110	0.209
O	LOT 3	9550	0.219
O	LOT 4	7852	0.180
O	LOT 5	7852	0.180
O	LOT 6	8919	0.205
O	LOT 7	12095	0.278
O	LOT 8	7801	0.179
O	LOT 9	9235	0.212
O	LOT 10	6510	0.149
O	LOT 11	6573	0.151
O	LOT 12	6182	0.142
O	LOT 13	9000	0.207
O	LOT 14	7800	0.179
O	LOT 15	7800	0.179
O	OSO-16	35247	0.809

BLOCK	LOT	AREA (SF)	AREA (ACRE)
P	LOT 1	6288	0.144
P	LOT 2	6288	0.144
P	LOT 3	6288	0.144
P	LOT 4	6288	0.144
P	LOT 5	6288	0.144
P	LOT 6	6288	0.144
P	LOT 7	6288	0.144
P	LOT 8	6288	0.144
P	LOT 9	6407	0.147
P	LOT 10	6422	0.147
P	LOT 11	7642	0.175
P	LOT 12	7248	0.166
P	LOT 13	6021	0.138
P	LOT 14	6021	0.138
P	LOT 15	6021	0.138
P	LOT 16	6571	0.151
P	LOT 17	6622	0.152
P	LOT 18	6000	0.138
P	LOT 19	6000	0.138
P	LOT 20	6000	0.138
P	LOT 21	6000	0.138
P	LOT 22	6000	0.138
P	LOT 23	6000	0.138
P	LOT 24	6000	0.138
P	LOT 25	7200	0.165
P	LOT 26	6000	0.138
P	LOT 27	6733	0.155
P	LOT 28	7582	0.174
P	LOT 29	6000	0.138
P	LOT 30	6000	0.138
P	OSP-31	34571	0.794

BLOCK	LOT	AREA (SF)	AREA (ACRE)
Q	LOT 1	7800	0.179
Q	LOT 2	8040	0.185
Q	LOT 3	8752	0.201
Q	LOT 4	9295	0.213
Q	LOT 5	9338	0.214
Q	LOT 6	7865	0.181
Q	LOT 7	7865	0.181
Q	LOT 8	7865	0.181
Q	LOT 9	7865	0.181
Q	LOT 10	7865	0.181
Q	LOT 11	7865	0.181
Q	LOT 12	7865	0.181
Q	LOT 13	9075	0.208
Q	LOT 14	9075	0.208
Q	LOT 15	7865	0.181
Q	LOT 16	7865	0.181
Q	LOT 17	7865	0.181
Q	LOT 18	8248	0.189
Q	LOT 19	9343	0.214
Q	LOT 20	9073	0.208
Q	LOT 21	9073	0.208
Q	LOT 22	9128	0.210
Q	LOT 23	9000	0.207
Q	LOT 24	11142	0.256
Q	OSQ-25	41367	0.950

BLOCK	LOT	AREA (SF)	AREA (ACRE)
R	LOT 1	9065	0.208
R	LOT 2	7856	0.180
R	LOT 3	7856	0.180
R	LOT 4	7856	0.180
R	LOT 5	8552	0.196
R	LOT 6	9653	0.222
R	LOT 8	6310	0.145
R	LOT 9	6310	0.145
R	LOT 10	6310	0.145
R	LOT 11	6310	0.145
R	LOT 12	6305	0.145
R	LOT 13	6050	0.139
R	LOT 14	6050	0.139
R	LOT 15	7260	0.167
R	OSR-7	47012	1.079

BLOCK	LOT	AREA (SF)	AREA (ACRE)
S	LOT 1	7836	0.180
S	LOT 2	6354	0.146
S	LOT 3	6155	0.141
S	LOT 4	7260	0.167
S	LOT 5	6050	0.139
S	LOT 6	6050	0.139
S	LOT 7	6278	0.144
S	LOT 8	6735	0.155
S	LOT 9	7550	0.173
S	LOT 11	6337	0.145
S	LOT 12	6714	0.154
S	LOT 13	8054	0.185
S	OSS-10	22621	0.519

BLOCK	LOT	AREA (SF)	AREA (ACRE)
T	LOT 1	9000	0.207
T	LOT 2	7800	0.179
T	LOT 3	7800	0.179
T	LOT 4	7800	0.179
T	LOT 5	7800	0.179
T	LOT 6	7800	0.179
T	LOT 7	7800	0.179
T	LOT 8	9000	0.207
T	LOT 9	9000	0.207
T	LOT 10	7800	0.179
T	LOT 11	7800	0.179
T	LOT 12	7800	0.179
T	LOT 13	7800	0.179
T	LOT 14	7800	0.179
T	LOT 15	7800	0.179
T	LOT 16	9000	0.207
T	OST-17	10800	0.248

BLOCK	LOT	AREA (SF)	AREA (ACRE)
U	LOT 1	10875	0.250
U	LOT 2	9425	0.216
U	LOT 3	9425	0.216
U	LOT 4	9425	0.216
U	LOT 5	9425	0.216
U	LOT 6	9425	0.216
U	LOT 7	9425	0.216
U	LOT 8	9376	0.215
U	LOT 9	10129	0.233
U	LOT 10	18090	0.415
U	LOT 11	9438	0.217
U	LOT 12	8625	0.198
U	LOT 13	7800	0.179
U	LOT 14	7800	0.179
U	LOT 16	7200	0.165
U	LOT 17	6000	0.138
U	LOT 18	6000	0.138
U	LOT 19	6634	0.152
U	LOT 20	7072	0.162
U	LOT 21	7910	0.182
U	LOT 22	14754	0.339
U	LOT 23	9135	0.210
U	LOT 24	6832	0.157
U	LOT 25	7250	0.166
U	LOT 26	7250	0.166
U	LOT 27	7250	0.166
U	LOT 28	7250	0.166
U	LOT 29	7250	0.166
U	LOT 30	7250	0.166
U	LOT 31	7250	0.166
U	LOT 32	7250	0.166
U	LOT 33	7250	0.166
U	LOT 34	7250	0.166
U	LOT 35	7250	0.166
U	LOT 36	7251	0.166
U	LOT 37	18363	0.422
U	LOT 38	17003	0.390
U	LOT 40	7243	0.166
U	LOT 41	9222	0.212
U	LOT 42	11105	0.255
U	LOT 43	10199	0.234
U	LOT 44	8339	0.191
U	LOT 45	7351	0.169
U	LOT 46	6635	0.152
U	LOT 47	6250	0.143
U	LOT 48	6250	0.143
U	LOT 49	6250	0.143
U	LOT 50	6459	0.148
U	LOT 51	6761	0.155
U	OSU-15	21659	0.497
U	OSU-39	21850	0.502
U	OSU-52	3502	0.080

BLOCK	LOT	AREA (SF)	AREA (ACRE)
V	LOT 1	7312	0.168
V	LOT 2	6000	0.138
V	LOT 3	6000	0.138
V	LOT 4	5998	0.138
V	LOT 5	6002	0.138
V	LOT 6	6000	0.138
V	LOT 7	6000	0.138
V	LOT 8	7307	0.168
V	LOT 9	8179	0.188
V	LOT 10	6149	0.141
V	LOT 11	6002	0.138
V	LOT 12	6000	0.138
V	LOT 13	6000	0.138
V	LOT 14	6000	0.138
V	LOT 15	6000	0.138
V	LOT 16	7204	0.165
V	OSV-17	8437	0.194

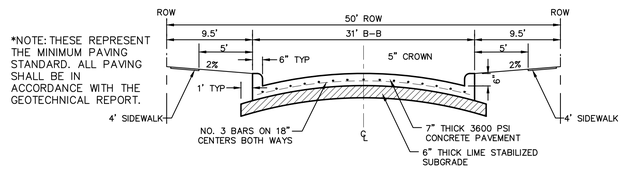
BLOCK	LOT	AREA (SF)	AREA (ACRE)
W	LOT 1	7677	0.176
W	LOT 2	7699	0.177
W	LOT 3	7200	0.165
W	LOT 4	7200	0.165
W	LOT 5	7192	0.165
W	LOT 6	7208	0.165
W	LOT 7	7200	0.165
W	LOT 8	7200	0.165
W	LOT 9	7200	0.165
W	LOT 10	7200	0.165
W	LOT 11	7200	0.165
W	LOT 12	7200	0.165
W	LOT 13	7200	0.165
W	LOT 14	7209	0.165
W	LOT 15	7209	0.165
W	LOT 16	11386	0.261
W	LOT 17	19132	0.439
W	LOT 18	15942	0.366
W	LOT 19	15616	0.358
W	LOT 20	12562	0.288
W	LOT 21	8410	0.193
W	LOT 22	10290	0.236
W	LOT 23	15111	0.347
W	LOT 24	13069	0.300
W	LOT 25	11026	0.253
W	LOT 26	8984	0.206
W	LOT 27	6938	0.159
W	OSW-

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	300.00'	110.14'	S56°15'39"E	109.52'	21°02'04"	55.69'
C2	300.00'	114.92'	N56°43'04"W	114.22'	21°56'55"	58.17'
C3	300.00'	114.92'	S33°16'56"W	114.22'	21°56'55"	58.17'
C4	300.00'	38.38'	N71°21'25"W	38.35'	7°19'47"	19.22'
C5	300.00'	53.36'	S36°51'39"W	53.29'	10°11'27"	26.75'
C6	300.00'	83.93'	S39°46'49"W	83.66'	16°01'46"	42.24'
C7	300.00'	299.41'	S13°36'48"E	287.14'	57°10'59"	163.51'
C8	300.00'	492.17'	S61°58'36"W	438.80'	93°59'50"	321.69'
C9	300.00'	171.83'	N58°36'48"W	169.49'	32°49'01"	88.34'
C10	300.00'	49.86'	N75°47'08"W	49.80'	9°31'20"	24.99'
C11	475.00'	555.24'	S48°27'57"W	524.17'	66°58'30"	314.25'
C12	300.00'	120.56'	N3°27'57"E	119.75'	23°01'30"	61.10'
C13	300.00'	203.93'	N34°27'06"E	200.02'	38°56'49"	106.08'
C14	300.00'	127.54'	N41°44'46"E	126.58'	24°21'30"	64.75'
C15	300.00'	166.27'	S13°41'23"W	164.15'	31°45'17"	85.33'
C16	300.00'	89.88'	N83°36'17"W	89.55'	17°09'58"	45.28'
C17	300.00'	139.19'	S11°06'15"W	137.95'	26°35'03"	70.87'
C18	300.00'	166.27'	S13°41'23"W	164.15'	31°45'17"	85.33'
C19	400.00'	236.96'	N43°27'43"W	233.51'	33°56'30"	122.07'
C20	500.00'	390.10'	N87°57'18"W	380.28'	44°42'09"	205.59'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C21	300.00'	270.48'	S16°22'33"E	261.41'	51°39'30"	145.21'
C22	300.00'	196.50'	S66°33'35"W	193.01'	37°31'45"	101.92'
C23	300.00'	356.58'	S76°15'20"E	335.96'	68°06'05"	202.74'
C24	500.00'	219.61'	S82°16'35"W	217.85'	25°09'55"	111.60'
C25	931.50'	317.44'	S63°20'23"W	315.90'	19°31'31"	160.27'
C26	300.00'	138.44'	N76°43'44"E	137.22'	26°26'25"	70.48'
C27	300.00'	140.55'	N76°31'38"E	139.27'	26°50'38"	71.59'
C28	300.00'	166.26'	S11°01'04"E	164.14'	31°45'14"	85.33'
C29	300.00'	131.76'	S7°43'25"E	130.71'	25°09'55"	66.96'
C30	500.00'	117.97'	S62°56'04"W	117.70'	13°31'07"	59.26'
C31	300.00'	318.02'	S13°36'50"W	303.34'	60°44'13"	175.79'
C32	500.00'	142.97'	S64°22'01"W	142.49'	16°23'01"	71.98'
C33	300.00'	99.66'	S53°29'57"W	99.20'	19°02'02"	50.29'
C34	300.00'	99.66'	S36°30'03"E	99.20'	19°02'02"	50.29'
C35	297.10'	205.44'	S34°47'35"W	201.37'	39°37'08"	107.02'
C36	516.52'	127.62'	N30°20'29"E	127.30'	14°09'23"	64.14'
C37	520.52'	187.17'	N33°14'10"E	186.16'	20°36'10"	94.61'
C38	490.45'	176.74'	N28°25'27"E	175.79'	20°38'52"	89.34'
C39	532.42'	102.35'	S48°59'00"W	102.19'	11°00'50"	51.33'
C40	425.00'	524.84'	S8°06'39"E	492.12'	70°45'18"	301.78'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C41	425.00'	531.67'	S9°56'52"E	497.67'	71°40'35"	306.95'
C42	300.00'	235.04'	N73°43'05"E	229.08'	44°53'25"	123.93'
C43	300.00'	425.08'	N55°34'15"E	390.40'	81°11'06"	257.06'
C44	300.00'	155.30'	N29°48'28"E	153.57'	29°39'33"	79.43'
C45	300.00'	105.29'	S61°19'40"W	104.75'	20°06'35"	53.19'
C47	300.00'	316.75'	N74°47'44"E	302.24'	60°29'42"	174.94'
C48	300.00'	96.24'	S35°21'27"W	95.83'	18°22'53"	48.54'
C49	200.00'	223.19'	S76°28'37"W	211.79'	63°56'21"	124.83'
C50	5.00'	15.71'	S46°25'01"E	10.00'	179°59'32"	72889.77'
C51	5.00'	14.20'	N66°23'53"W	9.89'	162°45'10"	32.97'
C52	215.00'	26.50'	S48°02'19"W	26.48'	7°03'44"	13.27'
C53	265.00'	26.22'	S47°20'31"W	26.21'	5°40'09"	13.12'
C54	300.00'	96.66'	S35°23'51"W	96.25'	18°27'41"	48.75'
C55	225.00'	375.14'	N81°50'39"E	333.17'	95°31'42"	247.83'

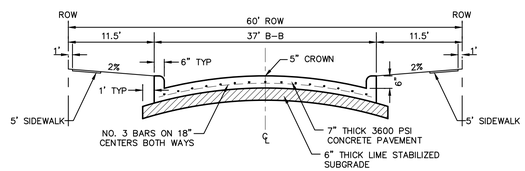
LINE TABLE		
LINE	LENGTH	BEARING
L1	32.45	N32°28'37.60"W
L2	38.29	N32°28'37.60"W
L3	15.00	N57°31'22.40"E
L4	105.69	N23°40'44.74"E
L5	15.00	S66°19'15.26"E
L6	103.83	N23°40'44.74"E
L7	50.89	N45°51'30.70"W
L8	15.00	S44°08'29.30"W
L9	50.86	S45°51'30.70"E
L10	37.41	S20°00'50.93"W
L11	15.00	S69°59'09.07"E
L12	50.11	N20°00'50.93"E
L13	35.04	S33°44'19.59"E
L14	15.00	N56°36'27.86"E
L15	35.15	N33°31'40.05"W
L16	27.22	S2°45'18.01"E
L17	15.00	N87°14'41.99"E
L18	33.19	S2°45'18.01"E
L19	220.16	S46°12'21.83"E
L20	214.18	S46°12'21.83"E
L21	46.02	S87°17'43.59"W
L22	10.00	S2°42'16.41"E
L23	49.97	N87°17'43.59"E
L24	15.00	N66°51'24.03"E
L25	15.00	S63°52'53.95"E
L26	67.19	N36°00'42.60"W
L27	15.00	S54°15'20.52"W
L28	66.70	S35°51'58.97"E
L29	20.82	S58°27'58.73"E
L30	48.02	S17°11'12.54"E
L31	20.82	S24°05'33.64"W
L32	13.70	S44°30'26.47"W
L33	13.70	S44°30'26.47"W
L34	41.10	S0°40'18.95"E
L35	41.05	N0°40'18.95"W
L36	15.00	N89°19'41.05"E



*NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARD. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.

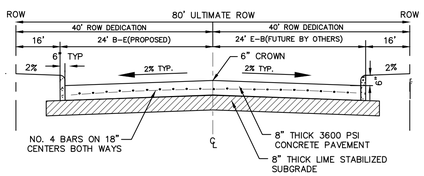
PARABOLIC STREET SECTION (LOCAL STREETS)

NTS



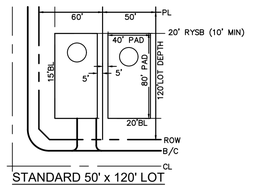
PARABOLIC STREET SECTION (COLLECTOR STREETS)

NTS

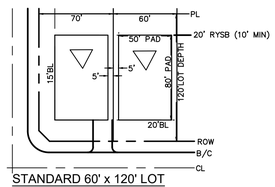


EDWARDS ROAD
PROPOSED STREET SECTION

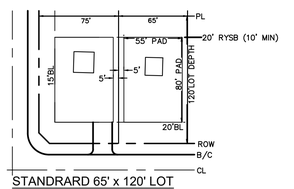
NTS



STANDARD 50' x 120' LOT



STANDARD 60' x 120' LOT



STANDRARD 65' x 120' LOT

NOTES:

THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE, NORTH CENTRAL ZONE, GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS.

ALL CORNERS ARE A 5/8 INCH IRON ROD WITH CAP STAMPED "KHA" UNLESS OTHERWISE NOTED.

THE LIMITS OF THE PROPOSED 100-YEAR FLOODPLAIN ARE BASED OFF A FLOOD STUDY BEING PREPARED BY CARDINAL STRATEGIES THAT WILL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL DURING THE CONSTRUCTION PLAN REVIEW PROCESS. A LOMR-F WILL BE SUBMITTED TO FEMA TO ADDRESS THE REVISED BASE FLOOD ELEVATIONS FOR BLOCK A LOTS 22-33, 49-57, 102-121, BLOCK W LOTS 1-8, 47, AND OSW-48, BLOCK AA, OSAA-12, BLOCK AB 1-4, OS-5, BLOCK X, LOT 1, AND BLOCK Y, LOT 1.

THE MINIMUM FINSIHED FLOOR ELEVATIONS FOR BLOCK A LOTS 22-40 AND 48-96, 98-137 SHALL BE A MINIMUM OF 2' ABOVE THE 100-YEAR BASE FLOOD ELEVATION DETERMINED BY THE APPROVED FLOOD STUDY OR THE FEMA APPROVED LOMR-F, WHICHEVER IS GREATER.

ACCORDING TO MAP NO. 48397C0130 L, DATED SEPTEMBER 26, 2008, OF THE NATIONAL FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, A PORTION OF THIS PROPERTY IS IN ZONE "A", THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE SURVEYOR.

THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.

ALL OPEN SPACE LOTS AND COMMON AREAS TO BE MAINTAINED BY THE SONOMA VERDE HOA OR OWNER

NO BUILDING PERMIT FOR ANY LOT LOCATED IN THE 100 YEAR FLOODPLAIN BE ISSUED NOR ANY CERTIFICATE OF OCCUPANCY BE ISSUED FOR ANY SUCH LOT UNLESS AND UNTIL THAT PROPERTY HAS BEEN REMOVED FROM THE FLOODPLAIN IN ACCORDANCE WITH A LETTER OF MAP REVISION [LOMR] APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY [FEMA]

NO CERTIFICATE OF OCCUPANCY OR FINAL INSPECTION BE APPROVED FOR ANY HOUSE IN THE APPROVED FINAL PLAT UNTIL POTABLE WATER SERVICE AND SANITARY SEWER SERVICE HAS BEEN PROVIDED

PRELIMINARY PLAT IS IN GENERAL CONFORMANCE WITH SONOMA VERDE NORTH DEVELOPMENT AGREEMENT ARTICLE IV, SECTIONS 4.1, 4.2, 4.3, 4.4, AND 4.5

PRELIMINARY PLAT IS IN GENERAL CONFORMANCE WITH EXHIBIT C "DEVELOPMENT REGULATIONS" OF THE SONOMA VERDE NORTH DEVELOPMENT AGREEMENT

ALL PROPOSED ROADWAY IMPROVEMENTS TO BE GENERAL CONFORMANCE WITH THE SONOMA VERDE NORTH DEVELOPMENT AGREEMENT

PLATTING OF THE PROPERTY IS PERMITTED PRIOR TO THE ANNEXATION OF THE PROPERTY INTO THE CITY'S CORPORATE LIMITS AND PRIOR TO THE ZONING OF THE PROPERTY

NEW STREETS SHALL BE NAMED SO AS TO PROVIDE CONTINUITY OF NAME WITH EXISTING STREETS AND SO AS TO PREVENT CONFLICT WITH IDENTICAL OR SIMILAR NAMES IN OTHER PARTS OF THE CITY

SUBDIVISION OF THE PROPERTY REQUIRES APPROVAL OF PRELIMINARY AND FINAL PLATS BY THE CITY IN ACCORDANCE WITH THE GOVERNING REGULATIONS AND THIS AGREEMENT. PUBLIC INFRASTRUCTURE MUST BE DESIGNED TO COMPLY WITH THE GOVERNING REGULATIONS

6' TRAIL LINEWORK IS PRELIMINARY AND SUBJECT TO CHANGE THROUGH DETAILED DESIGN. DEVELOPER/ENGINEER RETAINS THE RIGHT TO CHANGE THE ALIGNMENT AND LOCATION OF THE TRAIL AS NEEDED

BLOCK A LOTS 1-40, OSA-41, 42-96, OSA-97, 98-101, 102-137, 138-158,
BLOCK B LOTS 1-17, OSB-18, BLOCK C LOTS 1-13, OSC-14,
BLOCK D LOTS 1-4, OSD-5, BLOCK E LOTS OSE-1, 2-50, 52-60, OSE-51,
OSE-61, BLOCK F LOTS 1-16, OSF-17, BLOCK G LOTS 1-17, OSG-18,
BLOCK H LOTS 1-13, OSH-14, BLOCK I LOTS 1-9, OSI-10, BLOCK J LOTS 1-21, OSJ-22,
BLOCK K LOTS 1-36, OSK-37, BLOCK L LOTS 1-16, OSL-17, BLOCK M LOTS 1-28, OSM-29,
BLOCK N LOTS 1-21, 23-51, OSN-22, BLOCK O LOTS 1-15, OSO-16, BLOCK P LOTS 1-30, OSP-31,
BLOCK Q LOTS 1-24 OSQ-25, BLOCK R LOTS 1-6, 8-15, OSR-7, BLOCK S LOTS 1-9, 11-13, OSS-10,
BLOCK T LOTS 1-16, OST-17, BLOCK U LOTS 1-14, 16-38, 40-51, OSU-15,
OSU-39, OSU-52, BLOCK V LOTS 1-16, OSV-17,
BLOCK W LOTS 1-27, OSW-28, 29-47, OSW-48, BLOCK X LOT 1, BLOCK Y LOT 1, BLOCK Z OSZ-1, BLOCK AA LOTS 1-11, OSAA-12, BLOCK AB LOTS 1-4, OSAB-5

PRELIMINARY PLAT (SHEET 8 OF 9)

FOR

SONOMA VERDE NORTH

691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

OWNER:
Taylor-Duncan Interests, LLC
15441 Knoll Trail Drive, Suite 150
Dallas, TX 75019
Tel: (972) 325-1412
Contact: Stephen Davis

Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

DEVELOPER:
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	P-9

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DWG NAME: K:\CEL_CIVIL\067705155-PULTE\SONOMA NORTH (SLOAN)\CAD\PRELIMINARY PLANS\SHEETS\P-2_PRELIMINARY PLAT.DWG [24 x 36 (T)]
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PLOTTED BY MCCUISTION, TYLER 1/6/2026 1:11 PM
DWG NAME K:\CFL_CIVIL\067705155-PULTE\SONOMA NORTH (SLOAN)\CAD\PRELIMINARY PLAT\SHEETS\P-2_PRELIMINARY PLAT.DWG [24 x 36 (8)]
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PROPERTY DESCRIPTION

102.713 ACRES

BEING a tract of land situated in the Franklin Bauguss Survey, Abstract No. 7, Rockwall County, Texas and being a portion of a called 314.7-acre tract of land described in deed to Sue H. Sloan, Trustee as recorded in Volume 7054, Page 155, Official Public Records of Rockwall County, Texas and being further described as follows:

BEGINNING at a 5/8-inch iron rod set stamped "KHA" in the northwest line of said 316.9-acre tract and the southwest line of the 1225.7210-acre tract of land described in deed to DMDS Land Company, LLC as recorded in Document Number 20200000003529, Official Public Records of Rockwall County, Texas, from which a 1/2-inch iron rod found for the north corner of said 316.9-acre tract, at the west corner of said 1225.7210-acre tract, in the southeast line of a called 26.01-acre tract of land described in deed to B&F and Son 3 LP, as recorded in Volume 1451, Page 100, Official Public Records of Rockwall County, Texas, bears North 46°01'04" West, 1490.77 feet;

THENCE South 46°01'04" East, with the common line of said 316.9-acre tract and said 1225.7210 acre tract, a distance of 2639.09 feet to a point for corner at the easterly corner of said 316.9-acre tract and at the northernmost corner of a called 641.6711-acre tract of land described in deed to DMDS Land Company, LLC as recorded in Document Number 20200000030685, Official Public Records of Rockwall County, Texas;

THENCE with the common line of said 316.9-acre tract and said 641.6711-acre tract, the following courses and distances:

South 72°33'32" West, a distance of 991.29 feet to a 5/8-inch iron rod found for corner;

South 56°10'31" West, a distance of 469.91 feet to a 5/8-inch iron rod with plastic cap stamped "PELETON" found for corner;

South 69°41'38" West, a distance of 959.85 feet to a 5/8-inch iron rod with plastic cap stamped "PELETON" found for corner;

South 69°45'40" West, a distance of 686.39 feet to a cross tie fence post for corner;

North 58°21'47" West, a distance of 132.39 feet to a 5/8-inch iron rod set stamped "KHA";

THENCE over and across said 316.9-acre tract, the following courses and distances:

North 42°08'07" West, a distance of 243.97 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 47°51'53" East, a distance of 44.48 feet to a 5/8-inch iron rod set capped stamped "KHA";

South 87°08'07" East, a distance of 35.33 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 47°51'53" East, a distance of 91.36 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 02°51'53" East, a distance of 76.72 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 42°08'07" West, a distance of 91.36 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 87°08'07" West, a distance of 34.16 feet to the beginning of a non-tangent curve to the right with a radius of 224.85 feet, a central angle of 16°15'14", and a chord bearing and distance of North 29°05'48" West, 63.57 feet;

In a northwesterly direction, with said non-tangent curve to the right, an arc distance of 63.79 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 70°33'13" East, a distance of 100.36 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 19°02'00" East, a distance of 185.09 feet to the beginning of a non-tangent curve to the left with a radius of 619.77 feet, a central angle of 05°50'26", and a chord bearing and distance of South 79°18'48" East, 63.15 feet;

In a southeasterly direction, with said non-tangent curve to the left, an arc distance of 63.18 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 10°59'22" East, a distance of 239.97 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 01°59'01" West, a distance of 309.58 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 13°42'51" East, a distance of 112.91 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 29°30'41" East, a distance of 169.41 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 60°21'48" West, a distance of 20.12 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 29°38'12" East, a distance of 143.39 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 20°42'23" West, a distance of 127.12 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 33°58'28" West, a distance of 73.49 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 26°38'59" West, a distance of 56.86 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 11°23'05" West, a distance of 58.40 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 03°30'46" East, a distance of 23.45 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 31°02'36" East, a distance of 30.28 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 85°15'06" East, a distance of 26.16 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 89°56'01" East, a distance of 63.22 feet to a 5/8-inch iron rod set capped stamped "KHA";

South 78°34'13" East, a distance of 99.04 feet to a 5/8-inch iron rod set capped stamped "KHA";

South 84°52'34" East, a distance of 78.93 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 76°23'13" East, a distance of 130.98 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 87°07'47" East, a distance of 78.40 feet to a 5/8-inch iron rod set capped stamped "KHA";

South 77°45'04" East, a distance of 103.00 feet to a 5/8-inch iron rod set capped stamped "KHA";

South 83°43'52" East, a distance of 69.55 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 26°04'29" East, a distance of 147.06 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 02°55'04" East, a distance of 91.69 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 09°39'50" East, a distance of 140.38 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 06°52'50" West, a distance of 120.51 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 05°05'09" East, a distance of 188.74 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 09°01'42" East, a distance of 104.54 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 32°58'43" East, a distance of 26.47 feet to a 5/8-inch iron rod set capped stamped "KHA";

North 44°01'28" West, a distance of 241.91 feet to the **POINT OF BEGINNING** and containing 4,474,187 square feet or 102.713 acres of land.

SURVEYORS CERTIFICATE

THAT I, DANIEL ARTHUR 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 SUBDIVISION REGULATIONS OF THE CITY OF MCLENDON-CHISHOLM, TEXAS.

WITNESS UNDER MY HAND THIS THE _____ DAY OF _____, 2026.

_____
DANIEL ARTHUR, R.P.L.S. NO. 5933
Registered Professional Land Surveyor
No. 5933

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 ROCKWALL §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED, DANIEL ARTHUR, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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PROPERTY DESCRIPTION - 212.013 ACRES

BEING a tract of land situated in the Franklin Bauguss Survey, Abstract No. 7, Rockwall County, Texas and being a portion of a called 316.9-acre tract of land described in deed to Sue H. Sloan, Trustee as recorded in Volume 7054, Page 155, Official Public Records of Rockwall County, Texas and being further described as follows:

BEGINNING at a 1/2" iron rod found in the southeast line of a called 26.01 acre tract of land described in deed to B&F and Son 3 LP, as recorded in Volume 1451, Page 100, Official Public Records of Rockwall County, Texas, at the west corner of a 1225.7210-acre tract of land described in deed to DMDS Land Company, LLC as recorded in Document Number 20200000003529, Official Public Records of Rockwall County, Texas, same being the north corner of said called 316.9-acre tract;

THENCE South 46°01'04" East, with the common line of said 316.9-acre tract and said 1225.7210 acre tract, a distance of 1490.77 feet to a 5/8-inch iron rod set capped stamped "KHA";

THENCE over and across said 316.9-acre tract, the following calls and distances:

South 44°01'28" West, a distance of 241.91 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 32°58'43" West, a distance of 26.47 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 09°01'42" West, a distance of 104.54 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 05°05'09" West, a distance of 188.74 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 06°52'50" East, a distance of 120.51 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 09°39'50" West, a distance of 140.38 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 02°55'04" West, a distance of 91.69 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 26°04'29" West, a distance of 147.06 feet to a 5/8-inch iron rod set capped stamped "KHA";
North 83°43'52" West, a distance of 69.55 feet to a 5/8-inch iron rod set capped stamped "KHA";
North 77°45'04" West, a distance of 103.00 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 87°07'47" West, a distance of 78.40 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 76°23'13" West, a distance of 130.98 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 84°52'34" West, a distance of 78.93 feet to a 5/8-inch iron rod set capped stamped "KHA";
North 78°34'13" West, a distance of 99.04 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 89°56'01" West, a distance of 63.22 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 85°15'06" West, a distance of 26.16 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 31°02'36" West, a distance of 30.28 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 03°30'46" West, a distance of 23.45 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 11°23'05" East, a distance of 58.40 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 26°38'59" East, a distance of 56.86 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 33°58'28" East, a distance of 73.49 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 20°42'23" East, a distance of 127.12 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 29°38'12" West, a distance of 143.39 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 60°21'48" East, a distance of 20.12 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 29°30'41" West, a distance of 169.41 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 13°42'51" West, a distance of 112.91 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 01°59'01" East, a distance of 309.58 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 10°59'22" West, a distance of 239.97 feet to the beginning of a non-tangent curve to the right with a radius of 619.77 feet, a central angle of 05°50'26", and a chord bearing and distance of North 79°18'48" West, 63.15 feet;
In a northwesterly direction, with said non-tangent curve to the right, an arc distance of 63.18 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 19°02'00" West, a distance of 185.09 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 70°33'13" West, a distance of 100.36 feet to the beginning of a non-tangent curve to the left with a radius of 224.85 feet, a central angle of 16°15'14", and a chord bearing and distance of South 29°05'48" East, 63.57 feet;
In a southeasterly direction, with said non-tangent curve to the left, an arc distance of 63.79 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 87°08'07" East, a distance of 34.16 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 42°08'07" East, a distance of 91.36 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 02°51'53" West, a distance of 76.72 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 47°51'53" West, a distance of 91.36 feet to a 5/8-inch iron rod set capped stamped "KHA";
North 87°08'07" West, a distance of 35.33 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 47°51'53" West, a distance of 44.48 feet to a 5/8-inch iron rod set capped stamped "KHA";
South 42°08'07" East, a distance of 243.97 feet to a 5/8-inch iron rod set capped stamped "KHA" in a southwest line of said 316.9-acre tract and a northeast line of a called 641.6711-acre tract of land described in deed to DMDS Land Company, LLC as recorded in Document Number 20200000030685, Official Public Records of Rockwall County, Texas;

THENCE with the common line of said 316.9-acre tract and said 641.6711-acre tract, the following courses and distances:

North 58°21'47" West, a distance of 150.20 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found for corner;
South 48°02'26" West, a distance of 401.54 feet to a 1/2" iron rod found for corner;
South 47°44'21" West, a distance of 385.24 feet to a 3/8" iron rod found for corner;
South 31°45'56" West, a distance of 664.19 feet to a mag-nail found in Edwards Road (a variable width right-of-way) at the southernmost corner of said 316.9-acre tract and at the westernmost corner of said 641.6711-acre tract;

THENCE North 45°44'37" West, with the southwest line of said 316.9-acre tract and along Edwards Road, a distance of 2,700.80 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner in the southeast line of a called 333.01-acre tract of land described in the deed to Maria A. Pratt, recorded in Volume 1201, Page 125, Official Public Records of Rockwall County, Texas, at the westernmost corner of said 316.9-acre tract and at the northernmost corner of a called 249.214-acre tract of land described in the deed to Land Solutions SV, LLC, recorded in Document No. 20180000014913, Official Public Records of Rockwall County, Texas;

THENCE North 44°36'47" East, with the north line of said 316.9-acre tract, and along said Edwards Road, and with the southeast line of a called 12.39-acre tract of land described in the deed to Steven and Megin Danna, Peter Danna and Kenneth Pearce, recorded in Volume 3282, Page 270, Official Public Records of Rockwall County, Texas, the southeast line of a called 40.00-acre tract of land described in the deed to RCH Water Supply Corporation, recorded in Document No. 20240000004465, Official Public Records of Rockwall County, Texas, the southeast line of a called 5.00-acre tract of land described in the deed to Samuel G. Hafertepe and Lisa A. Hafertepe, recorded in Document No. 20170000020082, Official Public Records of Rockwall County, Texas, and the southeast line of a called 10.00-acre tract of land described in the deed to Laura Lynn Bjeles, recorded in Document No. 20220000009449, Official Public Records of Rockwall County, Texas, a distance of 2,337.90 feet to a 1/2" iron rod found for corner at the easternmost corner of said 10.00 acre tract and at the southernmost corner of a called 40.00-acre tract of land described in the deed to Zion Cornerstone, LLC, recorded in Document No. 20250000002003, Official Public Records of Rockwall County, Texas;

THENCE North 44°38'47" East, with the northwest line of said 316.9-acre tract and the southeast line of said 40.00-acre tract, and the southeast line of a called 10-acre tract of land described in the deed to Corey Smith and Wife, Destiny Smith, recorded in Document No. 20230000016924, Official Public Records of Rockwall County, Texas, the southeast line of a called 10-acre tract of land described in the deed to Victoria Purcell, recorded in Volume 5997, Page 176, Official Public Records of Rockwall County, Texas, the southeast line of a called 20.00-acre tract of land described in the deed to S. Mark Olmstead and wife Alyce A. Olmstead, recorded in Volume 1451, Page 100, Official Public Records of Rockwall County, Texas, and the southeast line of said 26.01-acre tract, a distance of 1,956.70 feet to the **POINT OF BEGINNING** and containing 9,235,301 square feet or 212.013 acres of land.

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF ROCKWALL §

THAT WE PULTE HOMES OF TEXAS, L.P. DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS **SONOMA VERDE NORTH**, AN ADDITION TO THE CITY OF McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS AND DO HEREBY TRANSFER TO PUBLIC USE THE STREET RIGHT-OF-WAYS SHOWN HEREIN WHICH ARE CONTEMPLATED TO BE FINANCED WITH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS AND WHICH ARE TO BE MAINTAINED FOREVER EITHER THROUGH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR BY THE HOMEOWNERS ASSOCIATION, BUT STREETS AND OTHER PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITHIN SUCH RIGHT-OF-WAY ARE NOT HEREBY DEDICATED AS SUCH, AND MAY EITHER BE ACQUIRED OR CONSTRUCTED WITH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR TRANSFERRED BY SEPARATE INSTRUMENT. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR PURPOSES INDICATED, BUT PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITHIN SUCH EASEMENTS ARE NOT HEREBY DEDICATED AS SUCH, AND MAY EITHER BE ACQUIRED OR CONSTRUCTED WITH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR TRANSFERRED BY SEPARATE INSTRUMENT. THE UTILITY AND ACCESS EASEMENTS SHALL BE OPEN TO THE PUBLIC, FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES, AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH PARTICULAR USE. THE MAINTENANCE OF PAVING ON THE UTILITY AND ACCESS EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDING, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED, RE CONSTRUCTED, OR REPLACES UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING OR DESIRING TO USE THE SAME. ALL, AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFER WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEM WITHIN THE EASEMENTS, AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT TO INGRESS AND EGRESS TO AND FROM SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PARTS OF IT RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS AND ANY MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY. THIS PLAT IS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS.

NOT WITHSTANDING ANY DEDICATOR LANGUAGE CONTAINED ON THIS PLAT, WHETHER IN THIS OWNER'S CERTIFICATE OR OTHERWISE, THE CITY AND OWNER ACKNOWLEDGE AND CONFIRM THAT THOSE IMPROVEMENTS, INCLUDING ANY REAL ESTATE REQUIRED FOR SUCH IMPROVEMENTS, IDENTIFIED AS AUTHORIZED IMPROVEMENTS IN THAT CERTAIN PID SERVICE AND ASSESSMENT PLAN APPROVED BY CITY COUNCIL ON JUNE 13, 2017 ARE NOT DEDICATED BY THIS PLAT. INSTEAD, THE CITY INTENDS TO ACQUIRE OR CONSTRUCT SUCH IMPROVEMENTS WITH THE PROCEEDS OF PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR BOND PROCEEDS THE REPAYMENT OF WHICH IS SECURED BY SUCH ASSESSMENTS.

OWNER'S PULTE HOMES OF TEXAS, L.P.

BY: _____

NAME:_____

TITLE:_____

STATE OF TEXAS §
COUNTY OF ROCKWALL §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED, _____ KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF ROCKWALL §

THAT WE TDI SV NORTH LLC DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS **SONOMA VERDE NORTH**, AN ADDITION TO THE CITY OF McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS AND DO HEREBY TRANSFER TO PUBLIC USE THE STREET RIGHT-OF-WAYS SHOWN HEREIN WHICH ARE CONTEMPLATED TO BE FINANCED WITH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS AND WHICH ARE TO BE MAINTAINED FOREVER EITHER THROUGH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR BY THE HOMEOWNERS ASSOCIATION, BUT STREETS AND OTHER PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITHIN SUCH RIGHT-OF-WAY ARE NOT HEREBY DEDICATED AS SUCH, AND MAY EITHER BE ACQUIRED OR CONSTRUCTED WITH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR TRANSFERRED BY SEPARATE INSTRUMENT. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR PURPOSES INDICATED, BUT PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITHIN SUCH EASEMENTS ARE NOT HEREBY DEDICATED AS SUCH, AND MAY EITHER BE ACQUIRED OR CONSTRUCTED WITH PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR TRANSFERRED BY SEPARATE INSTRUMENT. THE UTILITY AND ACCESS EASEMENTS SHALL BE OPEN TO THE PUBLIC, FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES, AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH PARTICULAR USE. THE MAINTENANCE OF PAVING ON THE UTILITY AND ACCESS EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDING, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED, RE CONSTRUCTED, OR REPLACES UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING OR DESIRING TO USE THE SAME. ALL, AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFER WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEM WITHIN THE EASEMENTS, AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT TO INGRESS AND EGRESS TO AND FROM SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PARTS OF IT RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS AND ANY MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY. THIS PLAT IS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF McLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS.

NOT WITHSTANDING ANY DEDICATOR LANGUAGE CONTAINED ON THIS PLAT, WHETHER IN THIS OWNER'S CERTIFICATE OR OTHERWISE, THE CITY AND OWNER ACKNOWLEDGE AND CONFIRM THAT THOSE IMPROVEMENTS, INCLUDING ANY REAL ESTATE REQUIRED FOR SUCH IMPROVEMENTS, IDENTIFIED AS AUTHORIZED IMPROVEMENTS IN THAT CERTAIN PID SERVICE AND ASSESSMENT PLAN APPROVED BY CITY COUNCIL ON JUNE 13, 2017 ARE NOT DEDICATED BY THIS PLAT. INSTEAD, THE CITY INTENDS TO ACQUIRE OR CONSTRUCT SUCH IMPROVEMENTS WITH THE PROCEEDS OF PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS OR BOND PROCEEDS THE REPAYMENT OF WHICH IS SECURED BY SUCH ASSESSMENTS.

OWNER'S TDI SV NORTH LLC

BY: _____

NAME:_____

TITLE:_____

STATE OF TEXAS §
COUNTY OF ROCKWALL §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED, _____ KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVED:

_____
Mayor

_____
Date

ACKNOWLEDGED:

This approval shall be invalid unless the approved Final Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas upon completion of public improvements within the platted area, or a surety bond is provided for the future completion of the public improvements with the platted area.

Witness my hand this ____ day of_____, 20___.

_____
City Secretary
City of McLendon-Chisholm, Texas

NOTES:

THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE, NORTH CENTRAL ZONE, GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS.

ALL CORNERS ARE A 5/8 INCH IRON ROD WITH CAP STAMPED "KHA" UNLESS OTHERWISE NOTED.

THE LIMITS OF THE PROPOSED 100-YEAR FLOODPLAIN ARE BASED OFF A FLOOD STUDY BEING PREPARED BY CARDINAL STRATEGIES THAT WILL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL DURING THE CONSTRUCTION PLAN REVIEW PROCESS. A LOMR-F WILL BE SUBMITTED TO FEMA TO ADDRESS THE REVISED BASE FLOOD ELEVATIONS FOR BLOCK A LOTS 22-33, 49-57, 102-121, BLOCK W LOTS 1-8, 47, AND OSW-48, BLOCK AA, OSAA-12, BLOCK AB 1-4, OS-5, BLOCK X, LOT 1, AND BLOCK Y, LOT 1.

THE MINIMUM FINSIHED FLOOR ELEVATIONS FOR BLOCK A LOTS 22-40 AND 48-96, 98-137 SHALL BE A MINIMUM OF 2' ABOVE THE 100-YEAR BASE FLOOD ELEVATION DETERMINED BY THE APPROVED FLOOD STUDY OR THE FEMA APPROVED LOMR-F, WHICHEVER IS GREATER.

ACCORDING TO MAP NO. 48397C0130 L, DATED SEPTEMBER 26, 2008, OF THE NATIONAL FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, A PORTION OF THIS PROPERTY IS IN ZONE "A", THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE SURVEYOR.

THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.

ALL OPEN SPACE LOTS AND COMMON AREAS TO BE MAINTAINED BY THE SONOMA VERDE HOA OR OWNER

NO BUILDING PERMIT FOR ANY LOT LOCATED IN THE 100 YEAR FLOODPLAIN BE ISSUED NOR ANY CERTIFICATE OF OCCUPANCY BE ISSUED FOR ANY SUCH LOT UNLESS AND UNTIL THAT PROPERTY HAS BEEN REMOVED FROM THE FLOODPLAIN IN ACCORDANCE WITH A LETTER OF MAP REVISION [LOMR] APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY [FEMA]

NO CERTIFICATE OF OCCUPANCY OR FINAL INSPECTION BE APPROVED FOR ANY HOUSE IN THE APPROVED FINAL PLAT UNTIL POTABLE WATER SERVICE AND SANITARY SEWER SERVICE HAS BEEN PROVIDED

PRELIMINARY PLAT IS IN GENERAL CONFORMANCE WITH SONOMA VERDE NORTH DEVELOPMENT AGREEMENT ARTICLE IV, SECTIONS 4.1, 4.2, 4.3, 4.4, AND 4.5

PRELIMINARY PLAT IS IN GENERAL CONFORMANCE WITH EXHIBIT C "DEVELOPMENT REGULATIONS" OF THE SONOMA VERDE NORTH DEVELOPMENT AGREEMENT

ALL PROPOSED ROADWAY IMPROVEMENTS TO BE GENERAL CONFORMANCE WITH THE SONOMA VERDE NORTH DEVELOPMENT AGREEMENT

PLATTING OF THE PROPERTY IS PERMITTED PRIOR TO THE ANNEXATION OF THE PROPERTY INTO THE CITY'S CORPORATE LIMITS AND PRIOR TO THE ZONING OF THE PROPERTY

NEW STREETS SHALL BE NAMED SO AS TO PROVIDE CONTINUITY OF NAME WITH EXISTING STREETS AND SO AS TO PREVENT CONFLICT WITH IDENTICAL OR SIMILAR NAMES IN OTHER PARTS OF THE CITY

SUBDIVISION OF THE PROPERTY REQUIRES APPROVAL OF PRELIMINARY AND FINAL PLATS BY THE CITY IN ACCORDANCE WITH THE GOVERNING REGULATIONS AND THIS AGREEMENT. PUBLIC INFRASTRUCTURE MUST BE DESIGNED TO COMPLY WITH THE GOVERNING REGULATIONS

6' TRAIL LINEWORK IS PRELIMINARY AND SUBJECT TO CHANGE THROUGH DETAILED DESIGN. DEVELOPER/ENGINEER RETAINS THE RIGHT TO CHANGE THE ALIGNMENT AND LOCATION OF THE TRAIL AS NEEDED

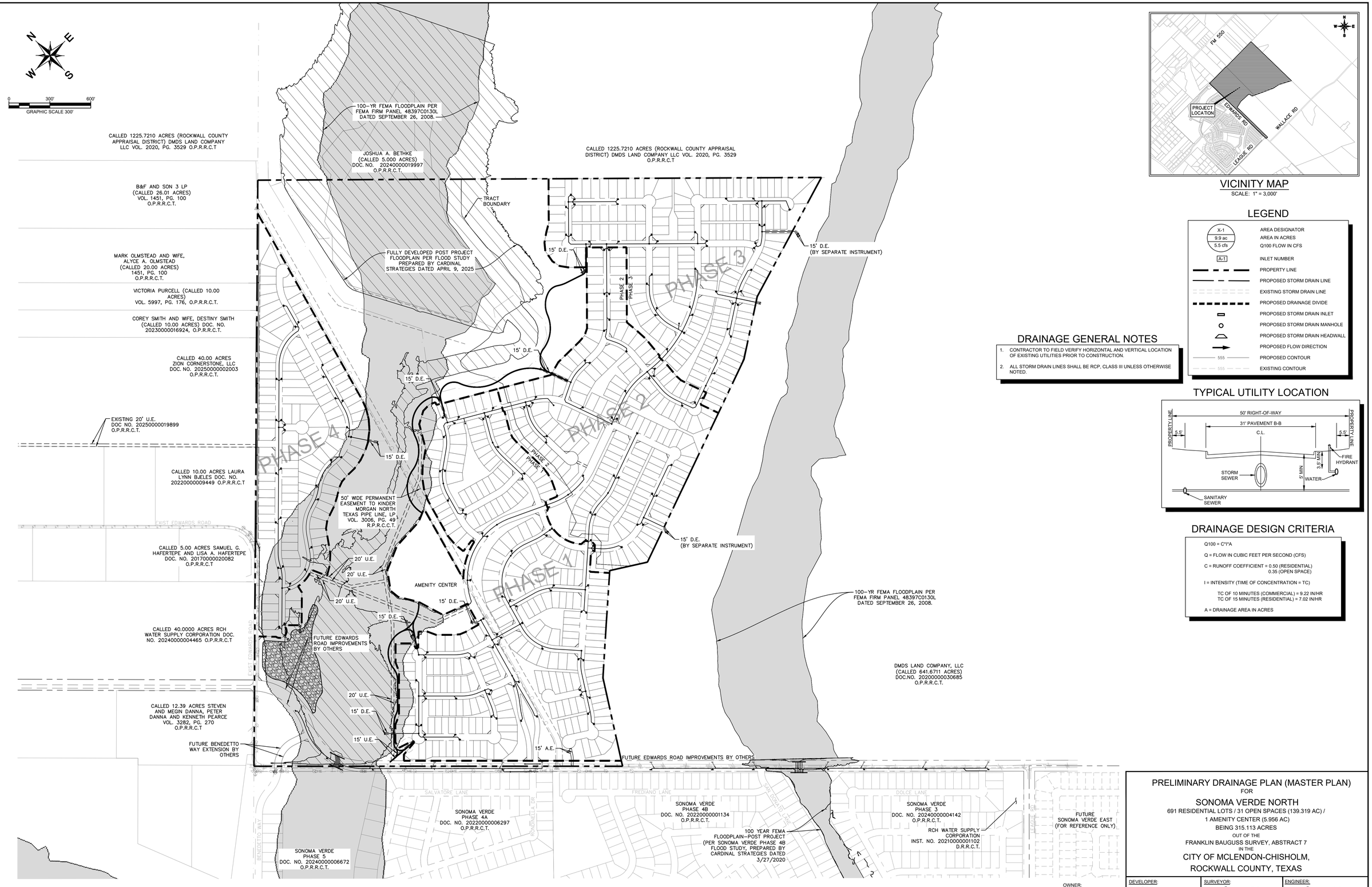
BLOCK A LOTS 1-40, OSA-41, 42-96, OSA-97, 98-101, 102-137, 138-158,
BLOCK B LOTS 1-17, OSB-18, BLOCK C LOTS 1-13, OSC-14,
BLOCK D LOTS 1-4, OSD-5, BLOCK E LOTS OSE-1, 2-50, 52-60, OSE-51,
OSE-61, BLOCK F LOTS 1-16, OSF-17, BLOCK G LOTS 1-17, OSG-18,
BLOCK H LOTS 1-13, OSH-14, BLOCK I LOTS 1-9, OSI-10, BLOCK J LOTS 1-21, OSJ-22,
BLOCK K LOTS 1-36, OSK-37, BLOCK L LOTS 1-16, OSL-17, BLOCK M LOTS 1-28, OSM-29,
BLOCK N LOTS 1-21, 23-51, OSN-22, BLOCK O LOTS 1-15, OSO-16, BLOCK P LOTS 1-30, OSP-31,
BLOCK Q LOTS 1-24 OSQ-25, BLOCK R LOTS 1-6, 8-15, OSR-7, BLOCK S LOTS 1-9, 11-13, OSS-10,
BLOCK T LOTS 1-16, OST-17, BLOCK U LOTS 1-14, 16-38, 40-51, OSU-15, OSU-39, OSU-52, BLOCK V LOTS 1-16, OSV-17,
BLOCK W LOTS 1-27, OSW-28, 29-47, OSW-48, BLOCK X LOT 1, BLOCK Y LOT 1, BLOCK Z OSZ-1, BLOCK AA LOTS 1-11, OSAA-12, BLOCK AB LOTS 1-4, OSAB-5

PRELIMINARY PLAT (SHEET 9 OF 9)

FOR

SONOMA VERDE NORTH

691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113



VICINITY MAP
SCALE: 1" = 3,000'

LEGEND

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

DRAINAGE GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. ALL STORM DRAIN LINES SHALL BE RCP, CLASS III UNLESS OTHERWISE NOTED.

TYPICAL UTILITY LOCATION

DRAINAGE DESIGN CRITERIA

Q100 = C*I*A

Q = FLOW IN CUBIC FEET PER SECOND (CFS)

C = RUNOFF COEFFICIENT = 0.50 (RESIDENTIAL)
0.35 (OPEN SPACE)

I = INTENSITY (TIME OF CONCENTRATION = TC)

TC OF 10 MINUTES (COMMERCIAL) = 9.22 IN/HR
TC OF 15 MINUTES (RESIDENTIAL) = 7.02 IN/HR

A = DRAINAGE AREA IN ACRES

PRELIMINARY DRAINAGE PLAN (MASTER PLAN)
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

OWNER:
Taylor-Duncan Interests, LLC
15441 Knoll Trail Drive, Suite 150
Dallas, TX 75019
Tel: (972) 325-1412
Contact: Stephen Davis
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

DEVELOPER:
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX. 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX. 75009
Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	D-0

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LAST SAVED 1/5/2026 10:28 AM
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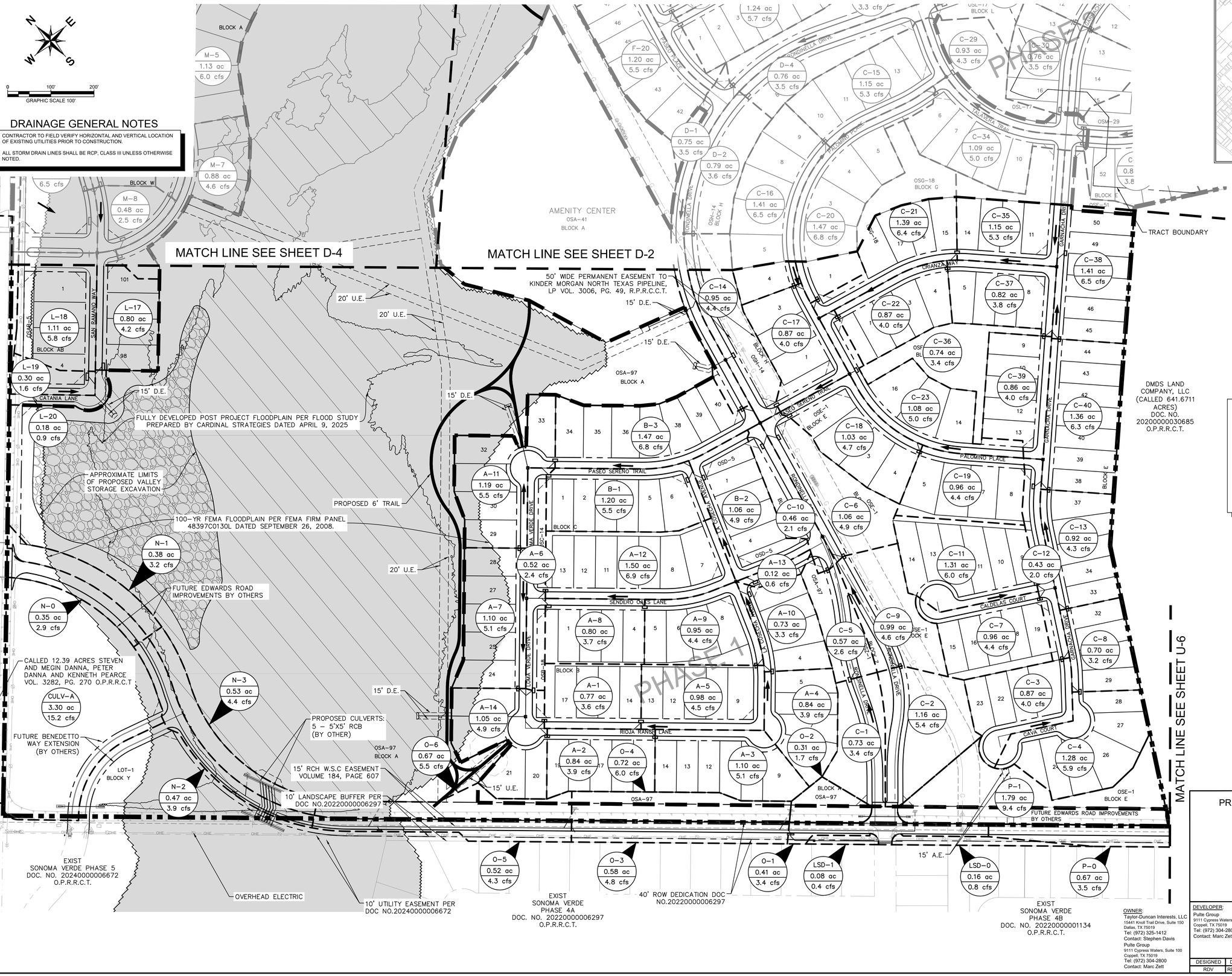

0 100' 200'
GRAPHIC SCALE 100'

DRAINAGE GENERAL NOTES

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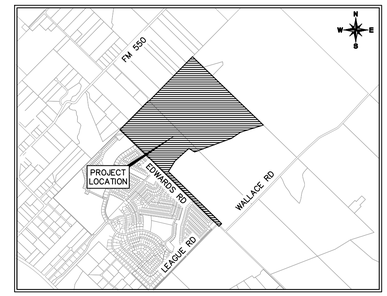
2. ALL STORM DRAIN LINES SHALL BE RCP, CLASS III UNLESS OTHERWISE NOTED.

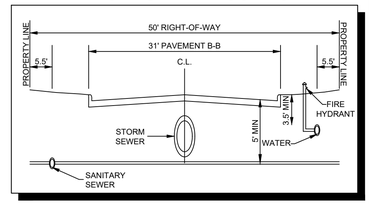


VICINITY MAP
SCALE: 1" = 3,000'

LEGEND

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

TYPICAL UTILITY LOCATION



DRAINAGE DESIGN CRITERIA

Q100 = C*I*A

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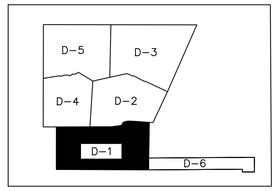

KEY MAP
N.T.S.

PRELIMINARY DRAINAGE PLAN (SHEET 1 OF 7)

FOR

SONOMA VERDE NORTH

691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	D-1

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LAST SAVED: 11/6/2025 1:20 PM

N W E S

0 100' 200'
GRAPHIC SCALE 100'

LEGEND

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

DRAINAGE GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. ALL STORM DRAIN LINES SHALL BE RCP, CLASS III UNLESS OTHERWISE NOTED.

TRACT BOUNDARY

MATCH LINE SEE SHEET D-5

MATCH LINE SEE SHEET D-3

MATCH LINE SEE SHEET D-4

MATCH LINE SEE SHEET D-1

PROPOSED 6' TRAIL

20' U.E.

15' D.E

FULLY DEVELOPED POST PROJECT FLOODPLAIN PER FLOOD STUDY PREPARED BY CARDINAL STRATEGIES DATED APRIL 9, 2025

100-YR FEMA FLOODPLAIN PER FEMA FIRM PANEL 48397C0130L DATED SEPTEMBER 26, 2008.

50' WIDE PERMANENT EASEMENT TO KINDER MORGAN NORTH TEXAS PIPELINE, LP VOL. 3006, PG. 49, R.P.R.C.C.T.

AMENITY CENTER
OSA-41
BLOCK A

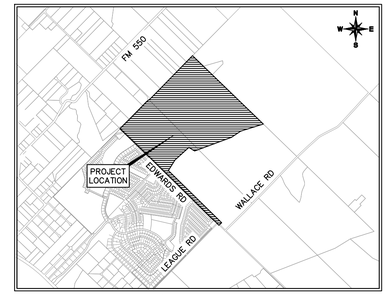
PHASE 1

PHASE 2

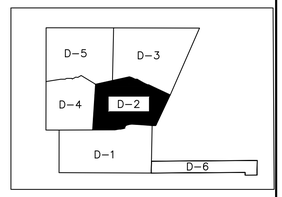
F-1 0.85 ac 3.9 cfs
F-2 0.87 ac 4.0 cfs
F-3 1.09 ac 5.0 cfs
F-4 0.68 ac 3.1 cfs
F-5 1.67 ac 7.7 cfs
F-6 1.10 ac 5.1 cfs
F-7 0.78 ac 3.6 cfs
F-8 1.14 ac 5.3 cfs
F-9 1.38 ac 6.4 cfs
F-10 0.78 ac 3.6 cfs
F-11 1.26 ac 5.8 cfs
F-12 1.01 ac 4.7 cfs
F-13 0.83 ac 3.8 cfs
F-14 0.87 ac 4.0 cfs
F-15 0.74 ac 3.4 cfs
F-16 1.47 ac 6.8 cfs
F-17 0.93 ac 4.3 cfs
F-18 1.27 ac 5.9 cfs
F-19 0.31 ac 1.5 cfs
F-20 1.20 ac 5.5 cfs
F-21 1.24 ac 5.7 cfs
F-22 0.65 ac 3.0 cfs
F-23 0.84 ac 3.9 cfs
G-1 1.68 ac 7.8 cfs
G-2 1.98 ac 9.1 cfs
G-3 1.49 ac 6.9 cfs
G-4 1.18 ac 5.4 cfs
G-5 2.51 ac 11.6 cfs
G-6 1.27 ac 5.9 cfs
G-7 1.14 ac 5.3 cfs
G-8 1.35 ac 6.2 cfs
G-18 0.89 ac 4.1 cfs
G-19 0.43 ac 2.0 cfs
G-20 1.09 ac 5.0 cfs
J-19 2.06 ac 9.5 cfs
C-15 1.15 ac 5.3 cfs
C-16 1.41 ac 6.5 cfs
C-20 1.47 ac 6.8 cfs
C-21 1.39 6.4 c
C-22 0.87 ac 4.0 cfs
C-24 1.00 ac 4.6 cfs
C-25 1.13 ac 5.2 cfs
C-26 1.19 ac 5.5 cfs
C-27 1.08 ac 5.0 cfs
C-28 1.69 ac 7.8 cfs
C-29 0.93 ac 4.3 cfs
C-30 0.76 ac 3.5 cfs
C-31 0.83 ac 3.8 cfs
C-32 1.20 ac 5.5 cfs
C-33 0.97 ac 4.5 cfs
C-34 1.09 ac 5.0 cfs
C-37 0.82 ac 3.8 cfs
C-38 1.41 ac 6.5 cfs
D-1 0.75 ac 3.5 cfs
D-2 0.79 ac 3.6 cfs
D-3 0.71 ac 3.3 cfs
D-4 0.76 ac 3.5 cfs
D-5 0.67 ac 3.1 cfs
D-6 1.26 ac 5.8 cfs
D-7 0.94 ac 4.3 cfs
E-1 0.91 ac 4.2 cfs
E-2 0.90 ac 4.1 cfs
E-3 1.20 ac 5.5 cfs
E-4 0.95 ac 4.4 cfs
E-5 1.43 ac 6.6 cfs
OFF-1 0.27 ac 0.7 cfs

TANNIN LANE
PASEO PLACE
CASTILE STREET
RONDINELLA DRIVE
TALAVERA TRAIL
PALOMINO PLACE
CRIANZA WAY
CHEROKEE DRIVE
ARENAS AVENUE
LAGUNA LANE
LOMA DE RIO LANE
ROMERO LANE
SANTIAGO COURT

BLOCK A
BLOCK B
BLOCK E
BLOCK F
BLOCK G
BLOCK H
BLOCK J
BLOCK K
BLOCK L
OSA-41
OSC-22 BLOCK J
OSF-51
OSG-18 BLOCK G
OSH-14 BLOCK H
OSK-37
OSK-37 BLOCK K
OSL-17 BLOCK L
OSL-17
OSM-29
OSN-22 BLOCK M
OSP-31 BLOCK P
OSQ-61



VICINITY MAP
SCALE: 1" = 3,000'



KEY MAP
N.T.S.

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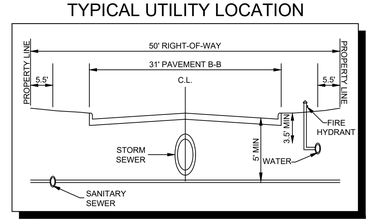
A = DRAINAGE AREA IN ACRES

TYPICAL UTILITY LOCATION



DMDS LAND COMPANY, LLC
(CALLED 641.6711 ACRES)
DOC. NO. 20200000030685
O.P.R.R.C.T.

PRELIMINARY DRAINAGE PLAN (SHEET 2 OF 7)
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

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Contact: Marc Zett

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Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	D-2

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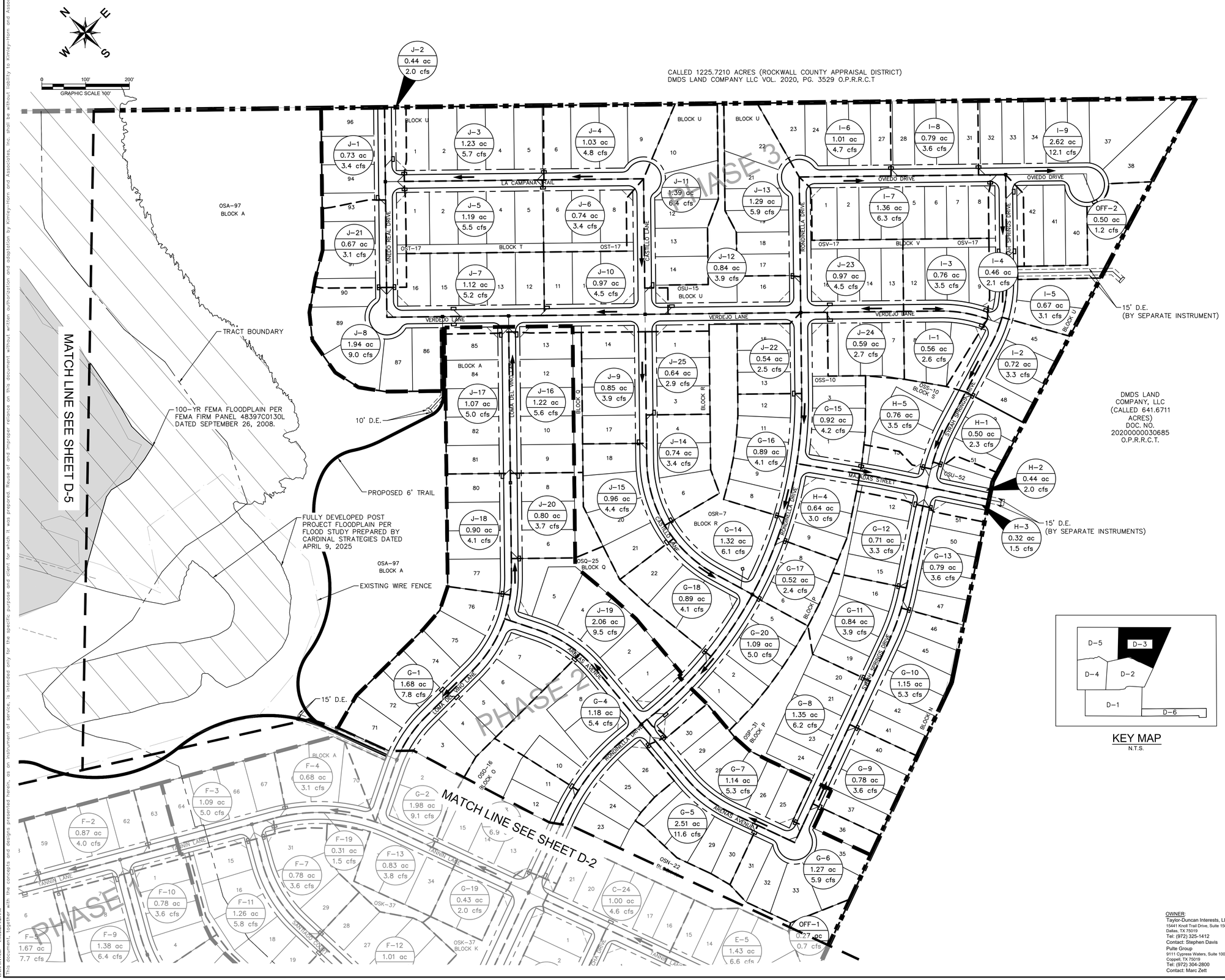
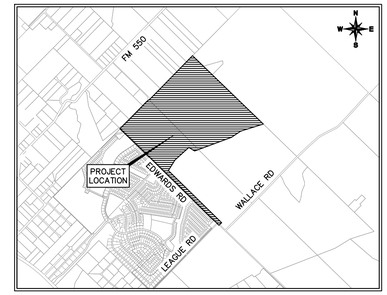


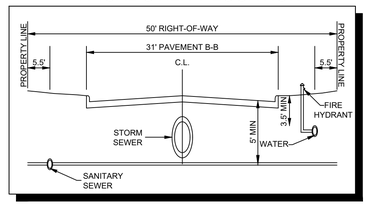


VICINITY MAP
SCALE: 1" = 3,000'

LEGEND

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

TYPICAL UTILITY LOCATION



DRAINAGE DESIGN CRITERIA

Q100 = C*I*A

Q = FLOW IN CUBIC FEET PER SECOND (CFS)

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0.35 (OPEN SPACE)

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TC OF 10 MINUTES (COMMERCIAL) = 9.22 IN/HR
TC OF 15 MINUTES (RESIDENTIAL) = 7.02 IN/HR

A = DRAINAGE AREA IN ACRES

KEY MAP
N.T.S.

DRAINAGE GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. ALL STORM DRAIN LINES SHALL BE RCP, CLASS III UNLESS OTHERWISE NOTED.

PRELIMINARY DRAINAGE PLAN (SHEET 3 OF 7)
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

OWNER:
Taylor-Duncan Interests, LLC
15441 Knoll Trail Drive, Suite 150
Dallas, TX 75019
Tel: (972) 325-1412
Contact: Stephen Davis
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

DEVELOPER:
Pulte Group
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Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	D-3

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PLOTTED BY: MCCLISTION, TYLER 11/6/2025 1:21 PM
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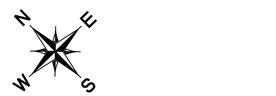
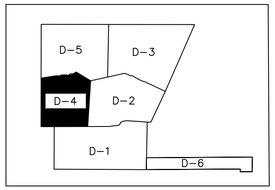
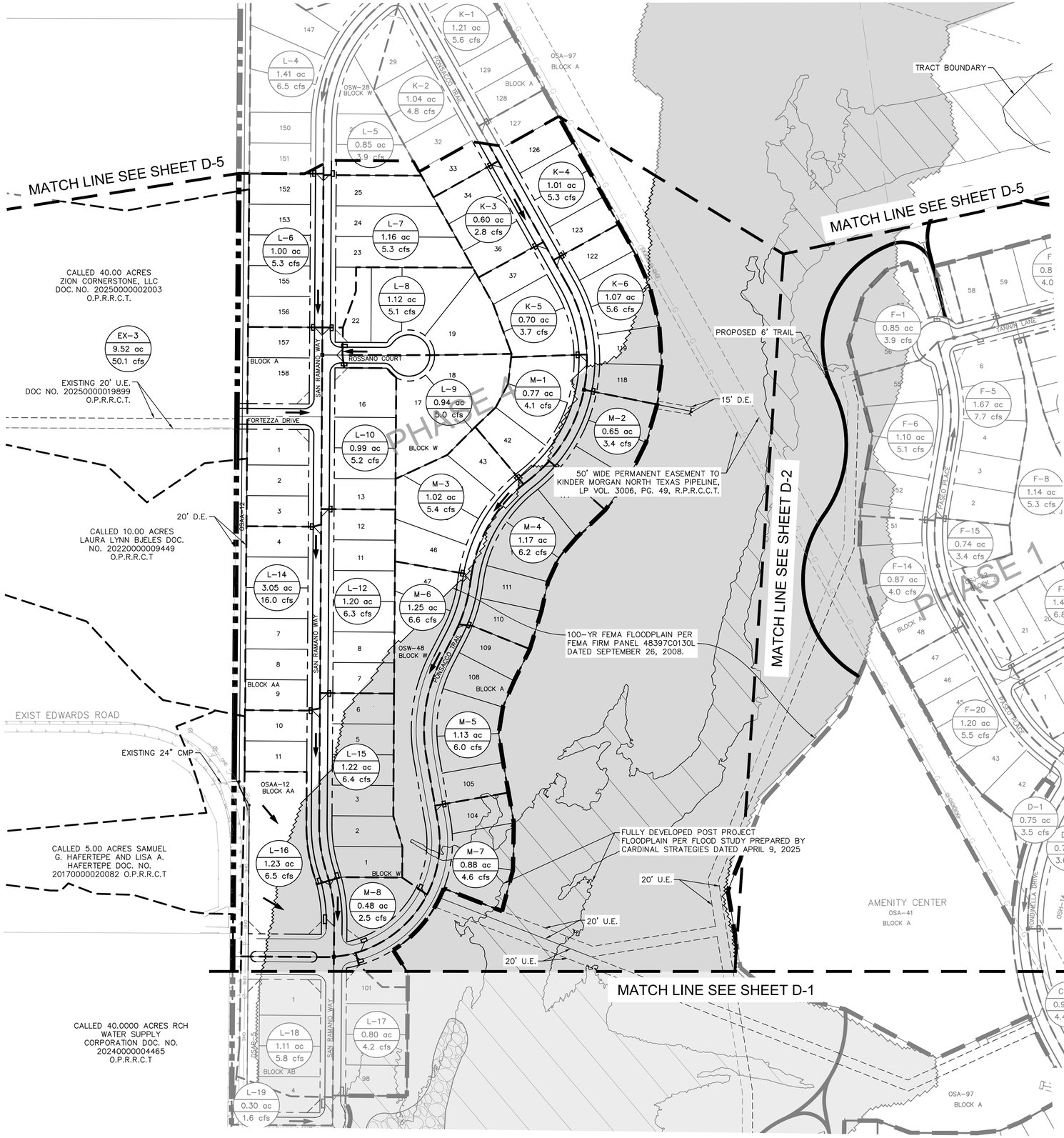
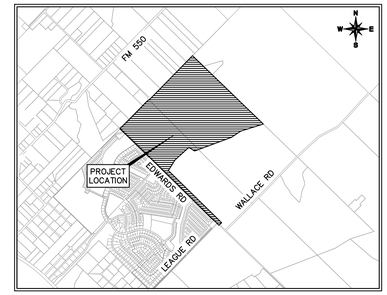




KEY MAP
N.T.S.



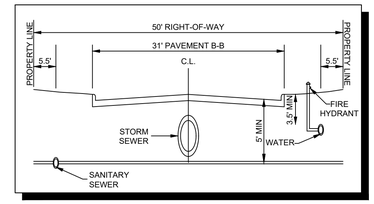


VICINITY MAP
SCALE: 1" = 3,000'

LEGEND

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

TYPICAL UTILITY LOCATION



DRAINAGE DESIGN CRITERIA

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PRELIMINARY DRAINAGE PLAN (SHEET 4 OF 7)

FOR

SONOMA VERDE NORTH

691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

OWNER:
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15441 Knoll Trail Drive, Suite 150
Dallas, TX 75019
Tel: (972) 325-1412
Contact: Stephen Davis

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Coppell, TX 75019
Tel: (972) 304-2800
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DEVELOPER:
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Contact: DANIEL ARTHUR, RPLS

ENGINEER:
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Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	D-4

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PLOTTED BY: MCCUISTION, TYLER 11/6/2025 1:22 PM
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LAST SAVED: 11/6/2025 1:20 PM

DRAINAGE GENERAL NOTES

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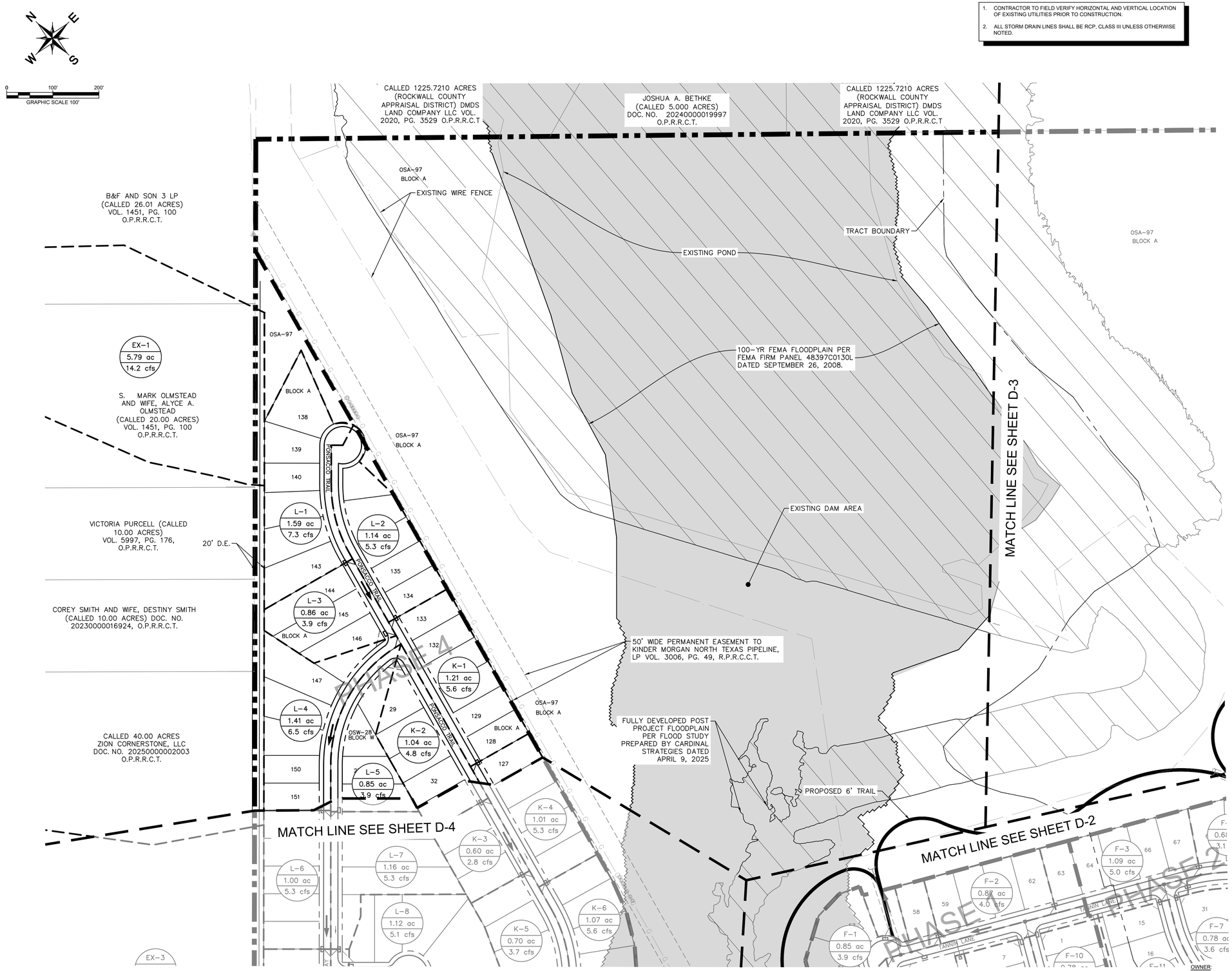
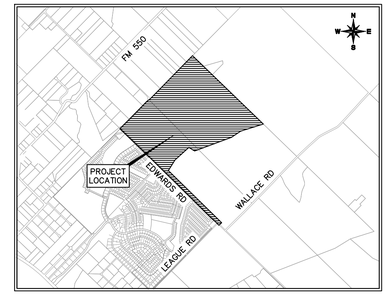
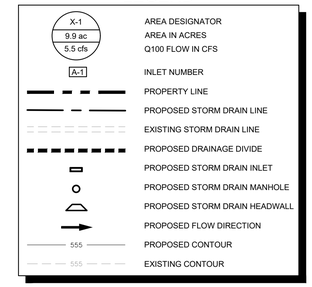




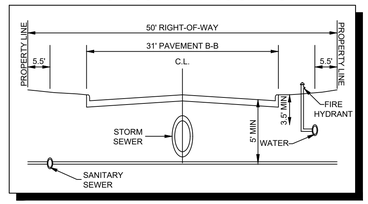
VICINITY MAP

SCALE: 1" = 3,000'

LEGEND



TYPICAL UTILITY LOCATION



DRAINAGE DESIGN CRITERIA

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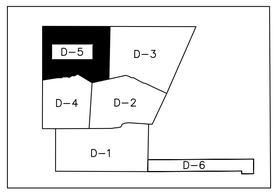
A = DRAINAGE AREA IN ACRES



KEY MAP

N.T.S.

PRELIMINARY DRAINAGE PLAN (SHEET 5 OF 7)

FOR

SONOMA VERDE NORTH

691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
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IN THE
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	D-5

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PLOTTED BY: MCCLISTION, TYLER 1/16/2026 1:22 PM
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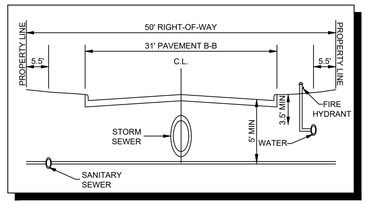
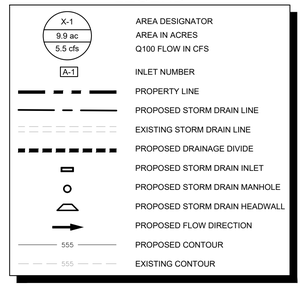
LAST SAVED: 1/16/2026 1:20 PM

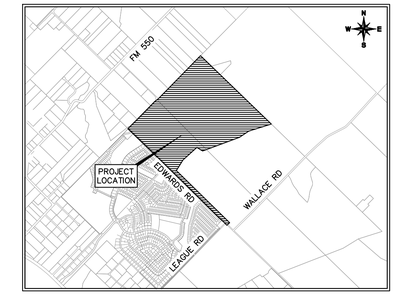
0 100' 200'
GRAPHIC SCALE 100'

TYPICAL UTILITY LOCATION

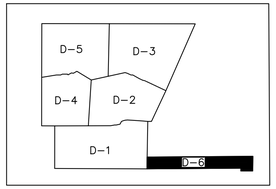


LEGEND





VICINITY MAP
SCALE: 1" = 3,000'



KEY MAP
N.T.S.

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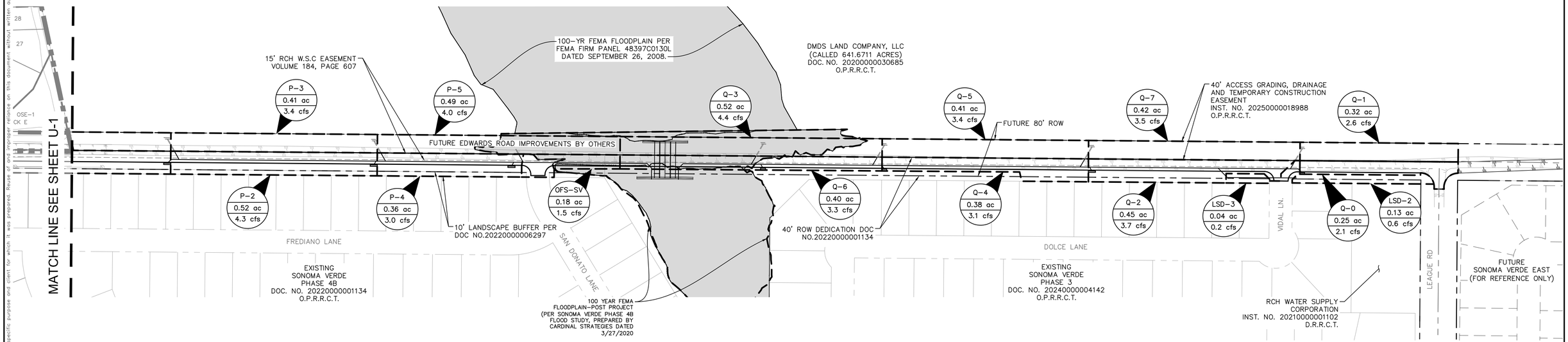

PRELIMINARY DRAINAGE PLAN (SHEET 6 OF 7)

FOR

SONOMA VERDE NORTH

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1 AMENITY CENTER (5.956 AC)
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	D-6
RDV		MAL	AS SHOWN	JANUARY 2025	067705155	

DRAINAGE AREA TABLE

DRAINAGE AREA NO.	AREA (ac)	FREQUENCY FACTOR	RUNOFF COEFFICIENT "C"	RAINFALL INTENSITY "I"100 (in/hr)	TIME OF CONCENTRATION (minutes)	TOTAL FLOW Q100 (cfs)
A-1	0.77	1.00	0.50	9.22	10.0	3.6
A-2	0.84	1.00	0.50	9.22	10.0	3.9
A-3	1.10	1.00	0.50	9.22	10.0	5.1
A-4	0.84	1.00	0.50	9.22	10.0	3.9
A-5	0.98	1.00	0.50	9.22	10.0	4.5
A-6	0.52	1.00	0.50	9.22	10.0	2.4
A-7	1.10	1.00	0.50	9.22	10.0	5.1
A-8	0.80	1.00	0.50	9.22	10.0	3.7
A-9	0.95	1.00	0.50	9.22	10.0	4.4
A-10	0.73	1.00	0.50	9.22	10.0	3.3
A-11	1.19	1.00	0.50	9.22	10.0	5.5
A-12	1.50	1.00	0.50	9.22	10.0	6.9
A-13	0.12	1.00	0.50	9.22	10.0	0.6
A-14	1.05	1.00	0.50	9.22	10.0	4.9
B-1	1.20	1.00	0.50	9.22	10.0	5.5
B-2	1.06	1.00	0.50	9.22	10.0	4.9
B-3	1.47	1.00	0.50	9.22	10.0	6.8
C-1	0.73	1.00	0.50	9.22	10.0	3.4
C-2	1.16	1.00	0.50	9.22	10.0	5.4
C-3	0.87	1.00	0.50	9.22	10.0	4.0
C-4	1.28	1.00	0.50	9.22	10.0	5.9
C-5	0.57	1.00	0.50	9.22	10.0	2.6
C-6	1.06	1.00	0.50	9.22	10.0	4.9
C-7	0.96	1.00	0.50	9.22	10.0	4.4
C-8	0.70	1.00	0.50	9.22	10.0	3.2
C-9	0.99	1.00	0.50	9.22	10.0	4.6
C-10	0.46	1.00	0.50	9.22	10.0	2.1
C-11	1.31	1.00	0.50	9.22	10.0	6.0
C-12	0.43	1.00	0.50	9.22	10.0	2.0
C-13	0.92	1.00	0.50	9.22	10.0	4.3
C-14	0.95	1.00	0.50	9.22	10.0	4.4
C-15	1.15	1.00	0.50	9.22	10.0	5.3
C-16	1.41	1.00	0.50	9.22	10.0	6.5
C-17	0.87	1.00	0.50	9.22	10.0	4.0
C-18	1.03	1.00	0.50	9.22	10.0	4.7
C-19	0.96	1.00	0.50	9.22	10.0	4.4
C-20	1.47	1.00	0.50	9.22	10.0	6.8
C-21	1.39	1.00	0.50	9.22	10.0	6.4
C-22	0.87	1.00	0.50	9.22	10.0	4.0
C-23	1.08	1.00	0.50	9.22	10.0	5.0
C-24	1.00	1.00	0.50	9.22	10.0	4.6
C-25	1.13	1.00	0.50	9.22	10.0	5.2
C-26	1.19	1.00	0.50	9.22	10.0	5.5
C-27	1.08	1.00	0.50	9.22	10.0	5.0
C-28	1.69	1.00	0.50	9.22	10.0	7.8
C-29	0.93	1.00	0.50	9.22	10.0	4.3
C-30	0.76	1.00	0.50	9.22	10.0	3.5
C-31	0.83	1.00	0.50	9.22	10.0	3.8
C-32	1.20	1.00	0.50	9.22	10.0	5.5
C-33	0.97	1.00	0.50	9.22	10.0	4.5
C-34	1.09	1.00	0.50	9.22	10.0	5.0
C-35	1.15	1.00	0.50	9.22	10.0	5.3
C-36	0.74	1.00	0.50	9.22	10.0	3.4
C-37	0.82	1.00	0.50	9.22	10.0	3.8
C-38	1.41	1.00	0.50	9.22	10.0	6.5

DRAINAGE AREA TABLE

DRAINAGE AREA NO.	AREA (ac)	FREQUENCY FACTOR	RUNOFF COEFFICIENT "C"	RAINFALL INTENSITY "I"100 (in/hr)	TIME OF CONCENTRATION (minutes)	TOTAL FLOW Q100 (cfs)
C-39	0.86	1.00	0.50	9.22	10.0	4.0
C-40	1.36	1.00	0.50	9.22	10.0	6.3
D-1	0.75	1.00	0.50	9.22	10.0	3.5
D-2	0.79	1.00	0.50	9.22	10.0	3.6
D-3	0.71	1.00	0.50	9.22	10.0	3.3
D-4	0.76	1.00	0.50	9.22	10.0	3.5
D-5	0.67	1.00	0.50	9.22	10.0	3.1
D-6	1.26	1.00	0.50	9.22	10.0	5.8
D-7	0.94	1.00	0.50	9.22	10.0	4.3
E-1	0.91	1.00	0.50	9.22	10.0	4.2
E-2	0.90	1.00	0.50	9.22	10.0	4.1
E-3	1.20	1.00	0.50	9.22	10.0	5.5
E-4	0.95	1.00	0.50	9.22	10.0	4.4
E-5	1.43	1.00	0.50	9.22	10.0	6.6
EX-1	5.79	1.00	0.35	7.02	20.0	14.2
EX-2	23.42	1.00	0.35	7.02	20.0	57.5
EX-3	9.52	1.00	0.70	7.52	15.0	50.1
EX-4	14.06	1.00	0.70	7.52	15.0	74.0
EX-5	12.22	1.00	0.35	7.02	20.0	30.0
F-1	0.85	1.00	0.50	9.22	10.0	3.9
F-2	0.87	1.00	0.50	9.22	10.0	4.0
F-3	1.09	1.00	0.50	9.22	10.0	5.0
F-4	0.68	1.00	0.50	9.22	10.0	3.1
F-5	1.67	1.00	0.50	9.22	10.0	7.7
F-6	1.10	1.00	0.50	9.22	10.0	5.1
F-7	0.78	1.00	0.50	9.22	10.0	3.6
F-8	1.14	1.00	0.50	9.22	10.0	5.3
F-9	1.38	1.00	0.50	9.22	10.0	6.4
F-10	0.78	1.00	0.50	9.22	10.0	3.6
F-11	1.26	1.00	0.50	9.22	10.0	5.8
F-12	1.01	1.00	0.50	9.22	10.0	4.7
F-13	0.83	1.00	0.50	9.22	10.0	3.8
F-14	0.87	1.00	0.50	9.22	10.0	4.0
F-15	0.74	1.00	0.50	9.22	10.0	3.4
F-16	1.47	1.00	0.50	9.22	10.0	6.8
F-17	0.93	1.00	0.50	9.22	10.0	4.3
F-18	1.27	1.00	0.50	9.22	10.0	5.9
F-19	0.31	1.00	0.50	9.22	10.0	1.5
F-20	1.20	1.00	0.50	9.22	10.0	5.5
F-21	1.24	1.00	0.50	9.22	10.0	5.7
F-22	0.65	1.00	0.50	9.22	10.0	3.0
F-23	0.84	1.00	0.50	9.22	10.0	3.9
G-1	1.68	1.00	0.50	9.22	10.0	7.8
G-2	1.98	1.00	0.50	9.22	10.0	9.1
G-3	1.49	1.00	0.50	9.22	10.0	6.9
G-4	1.18	1.00	0.50	9.22	10.0	5.4
G-5	2.51	1.00	0.50	9.22	10.0	11.6
G-6	1.27	1.00	0.50	9.22	10.0	5.9
G-7	1.14	1.00	0.50	9.22	10.0	5.3
G-8	1.35	1.00	0.50	9.22	10.0	6.2
G-9	0.78	1.00	0.50	9.22	10.0	3.6
G-10	1.15	1.00	0.50	9.22	10.0	5.3
G-11	0.84	1.00	0.50	9.22	10.0	3.9
G-12	0.71	1.00	0.50	9.22	10.0	3.3
G-13	0.79	1.00	0.50	9.22	10.0	3.6

DRAINAGE AREA TABLE

DRAINAGE AREA NO.	AREA (ac)	FREQUENCY FACTOR	RUNOFF COEFFICIENT "C"	RAINFALL INTENSITY "I"100 (in/hr)	TIME OF CONCENTRATION (minutes)	TOTAL FLOW Q100 (cfs)
G-14	1.32	1.00	0.50	9.22	10.0	6.1
G-15	0.92	1.00	0.50	9.22	10.0	4.2
G-16	0.89	1.00	0.50	9.22	10.0	4.1
G-17	0.52	1.00	0.50	9.22	10.0	2.4
G-18	0.89	1.00	0.50	9.22	10.0	4.1
G-19	0.43	1.00	0.50	9.22	10.0	2.0
G-20	1.09	1.00	0.50	9.22	10.0	5.0
H-1	0.50	1.00	0.50	9.22	10.0	2.3
H-2	0.44	1.00	0.50	9.22	10.0	2.0
H-3	0.32	1.00	0.50	9.22	10.0	1.5
H-4	0.64	1.00	0.50	9.22	10.0	3.0
H-5	0.76	1.00	0.50	9.22	10.0	3.5
I-1	0.56	1.00	0.50	9.22	10.0	2.6
I-2	0.72	1.00	0.50	9.22	10.0	3.3
I-3	0.76	1.00	0.50	9.22	10.0	3.5
I-4	0.46	1.00	0.50	9.22	10.0	2.1
I-5	0.67	1.00	0.50	9.22	10.0	3.1
I-6	1.01	1.00	0.50	9.22	10.0	4.7
I-7	1.36	1.00	0.50	9.22	10.0	6.3
I-8	0.79	1.00	0.50	9.22	10.0	3.6
I-9	2.62	1.00	0.50	9.22	10.0	12.1
J-1	0.73	1.00	0.50	9.22	10.0	3.4
J-2	0.44	1.00	0.50	9.22	10.0	2.0
J-3	1.23	1.00	0.50	9.22	10.0	5.7
J-4	1.03	1.00	0.50	9.22	10.0	4.8
J-5	1.19	1.00	0.50	9.22	10.0	5.5
J-6	0.74	1.00	0.50	9.22	10.0	3.4
J-7	1.12	1.00	0.50	9.22	10.0	5.2
J-8	1.94	1.00	0.50	9.22	10.0	9.0
J-9	0.85	1.00	0.50	9.22	10.0	3.9
J-10	0.97	1.00	0.50	9.22	10.0	4.5
J-11	1.39	1.00	0.50	9.22	10.0	6.4
J-12	0.84	1.00	0.50	9.22	10.0	3.9
J-13	1.29	1.00	0.50	9.22	10.0	5.9
J-14	0.74	1.00	0.50	9.22	10.0	3.4
J-15	0.96	1.00	0.50	9.22	10.0	4.4
J-16	1.22	1.00	0.50	9.22	10.0	5.6
J-17	1.07	1.00	0.50	9.22	10.0	5.0
J-18	0.90	1.00	0.50	9.22	10.0	4.1
J-19	2.06	1.00	0.50	9.22	10.0	9.5
J-20	0.80	1.00	0.50	9.22	10.0	3.7
J-21	0.67	1.00	0.50	9.22	10.0	3.1
J-22	0.54	1.00	0.50	9.22	10.0	2.5
J-23	0.97	1.00	0.50	9.22	10.0	4.5
J-24	0.59	1.00	0.50	9.22	10.0	2.7
J-25	0.64	1.00	0.50	9.22	10.0	2.9
K-1	1.21	1.00	0.50	9.22	10.0	5.6
K-2	1.04	1.00	0.50	9.22	10.0	4.8
K-3	0.60	1.00	0.50	9.22	10.0	2.8
K-4	1.01	1.00	0.70	7.52	15.0	5.3
K-5	0.70	1.00	0.70	7.52	15.0	3.7
K-6	1.07	1.00	0.70	7.52	15.0	5.6
L-1	1.59	1.00	0.50	9.22	10.0	7.3
L-2	1.14	1.00	0.50	9.22	10.0	5.3
L-3	0.86	1.00	0.50	9.22	10.0	3.9

DRAINAGE AREA TABLE

DRAINAGE AREA NO.	AREA (ac)	FREQUENCY FACTOR	RUNOFF COEFFICIENT "C"	RAINFALL INTENSITY "I"100 (in/hr)	TIME OF CONCENTRATION (minutes)	TOTAL FLOW Q100 (cfs)
L-4	1.41	1.00	0.50	9.22	10.0	6.5
L-5	0.85	1.00	0.50	9.22	10.0	3.9
L-6	1.00	1.00	0.70	7.52	15.0	5.3
L-7	1.16	1.00	0.50	9.22	10.0	5.3
L-8	1.12	1.00	0.50	9.22	10.0	5.1
L-9	0.94	1.00	0.70	7.52	15.0	5.0
L-10	0.99	1.00	0.70	7.52	15.0	5.2
L-12	1.20	1.00	0.70	7.52	15.0	6.3
L-14	3.05	1.00	0.70	7.52	15.0	16.0
L-15	1.22	1.00	0.70	7.52	15.0	6.4
L-16	1.23	1.00	0.70	7.52	15.0	6.5
L-17	0.80	1.00	0.70	7.52	15.0	4.2
L-18	1.11	1.00	0.70	7.52	15.0	5.8
L-19	0.30	1.00	0.70	7.52	15.0	1.6
L-20	0.18	1.00	0.70	7.52	15.0	0.9
M-1	0.77	1.00	0.70	7.52	15.0	4.1
M-2	0.65	1.00	0.70	7.52	15.0	3.4
M-3	1.02	1.00	0.70	7.52	15.0	5.4
M-4	1.17	1.00	0.70	7.52	15.0	6.2
M-5	1.13	1.00	0.70	7.52	15.0	6.0
M-6	1.25	1.00	0.70	7.52	15.0	6.6
M-7	0.88	1.00	0.70	7.52	15.0	4.6
M-8	0.48	1.00	0.70	7.52	15.0	2.5
OFF-1	0.27	1.00	0.35	7.02	20.0	0.7
OFF-2	0.50	1.00	0.35	7.02	20.0	1.2

PRELIMINARY DRAINAGE PLAN (SHEET 7 OF 7)
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

OWNER:
Taylor-Duncan Interests, LLC
15441 Knoll Trail Drive, Suite 150
Dallas, TX 75019
Tel: (972) 325-1412
Contact: Stephen Davis
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

DEVELOPER:
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	D-7
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	

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DWG NAME K:\CEL_CIVIL\067705155-PULTE-SONOMA NORTH\SLOANS\CAD\PRELIMINARY PLANSHEETS\D-1_DRAINAGE PLAN.DWG [PRE-DRAIN PLAN TABLES]
LAST SAVED 1/16/2026 1:20 PM
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0 300' 600'

GRAPHIC SCALE 300'

CALLED 1225.7210 ACRES (ROCKWALL COUNTY APPRAISAL DISTRICT) DMDS LAND COMPANY LLC VOL. 2020, PG. 3529 O.P.R.R.C.T

B&F AND SON 3 LP (CALLED 26.01 ACRES) VOL. 1451, PG. 100 O.P.R.R.C.T.

MARK OLMSTEAD AND WIFE, ALYCE A. OLMSTEAD (CALLED 20.00 ACRES) 1451, PG. 100 O.P.R.R.C.T.

VICTORIA PURCELL (CALLED 10.00 ACRES) VOL. 5997, PG. 176, O.P.R.R.C.T.

COREY SMITH AND WIFE, DESTINY SMITH (CALLED 10.00 ACRES) DOC. NO. 20230000016924, O.P.R.R.C.T.

CALLED 40.00 ACRES ZION CORNERSTONE, LLC DOC. NO. 20250000002003 O.P.R.R.C.T.

EXISTING 20' U.E. DOC NO. 20250000019899 O.P.R.R.C.T.

CALLED 10.00 ACRES LAURA LYNN BJELES DOC. NO. 20220000009449 O.P.R.R.C.T

EXIST EDWARDS ROAD

CALLED 5.00 ACRES SAMUEL G. HAFERTEPE AND LISA A. HAFERTEPE DOC. NO. 20170000020082 O.P.R.R.C.T

CALLED 40.0000 ACRES RCH WATER SUPPLY CORPORATION DOC. NO. 20240000004465 O.P.R.R.C.T

CALLED 12.39 ACRES STEVEN AND MEGIN DANNA, PETER DANNA AND KENNETH PEARCE VOL. 3282, PG. 270 O.P.R.R.C.T

FUTURE BENEDETTO WAY EXTENSION BY OTHERS

100-YR FEMA FLOODPLAIN PER FEMA FIRM PANEL 48397C0130L DATED SEPTEMBER 26, 2008.

JOSHUA A. BETHKE (CALLED 5.000 ACRES) DOC. NO. 20240000019997 O.P.R.R.C.T.

FULLY DEVELOPED POST PROJECT FLOODPLAIN PER FLOOD STUDY PREPARED BY CARDINAL STRATEGIES DATED APRIL 9, 2025

TRACT BOUNDARY

CALLED 1225.7210 ACRES (ROCKWALL COUNTY APPRAISAL DISTRICT) DMDS LAND COMPANY LLC VOL. 2020, PG. 3529 O.P.R.R.C.T

PHASE 4

PHASE 3

PHASE 2

PHASE 1

50' WIDE PERMANENT EASEMENT TO KINDER MORGAN NORTH TEXAS PIPE LINE, LP VOL. 3006, PG. 49 R.P.R.C.C.T.

20' U.E.

AMENITY CENTER

15' A.E.

100-YR FEMA FLOODPLAIN PER FEMA FIRM PANEL 48397C0130L DATED SEPTEMBER 26, 2008.

DMDS LAND COMPANY, LLC (CALLED 641.6711 ACRES) DOC.NO. 20200000030685 O.P.R.R.C.T.

FUTURE EDWARDS ROAD IMPROVEMENTS BY OTHERS

10" SANITARY SEWER LINE TO EXISTING SONOMA VERDE PHASE 5 LIFT STATION BY OTHERS

SONOMA VERDE PHASE 5 DOC. NO. 20240000006672 O.P.R.R.C.T.

SONOMA VERDE PHASE 4A DOC. NO. 20220000006297 O.P.R.R.C.T.

SONOMA VERDE PHASE 4B DOC. NO. 20220000001134 O.P.R.R.C.T.

SONOMA VERDE PHASE 3 DOC. NO. 20240000004142 O.P.R.R.C.T.

SALVATORE LANE

RONDINELLA DR

FREDIANO LANE

MOSCATEL LANE

DOLCE LANE

SECCO WAY

SAN DONATO LANE

CARPANO LANE

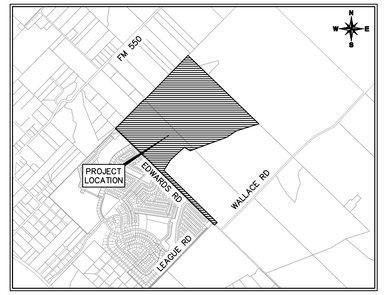
LEAGUE RD

BENEDETTO WAY

100 YEAR FEMA FLOODPLAIN-POST PROJECT (PER SONOMA VERDE PHASE 4B FLOOD STUDY, PREPARED BY CARDINAL STRATEGIES DATED 3/27/2020

RCH WATER SUPPLY CORPORATION INST. NO. 20210000001102 D.R.R.C.T.

FUTURE SONOMA VERDE EAST (FOR REFERENCE ONLY)



VICINITY MAP

SCALE: 1" = 3,000'

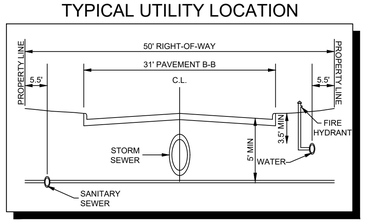
UTILITY LEGEND

- 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
- OHP — EXISTING OVERHEAD POWER LINE
- W — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING SANITARY SEWER MANHOLE

UTILITIES GENERAL NOTES

1. ALL WATER LINES ARE 8" UNLESS OTHERWISE NOTED.
2. ALL SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.
3. LAYOUT SHOWN IS PRELIMINARY. FIRE HYDRANT APPURTENANCES, AND MANHOLE LOCATIONS WILL BE SUBJECT TO CHANGE IN FINAL DESIGN.

TYPICAL UTILITY LOCATION



PRELIMINARY UTILITY PLAN (MASTER PLAN)

FOR

SONOMA VERDE NORTH

691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

OWNER:
Taylor-Duncan Interests, LLC
15441 Knoll Trail Drive, Suite 150
Dallas, TX 75019
Tel: (972) 325-1412
Contact: Stephen Davis
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

DEVELOPER:
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	U-0

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DWG NAME K:\CEL_CIVIL\067705155-PULTE\SONOMA NORTH (SLOAN)\CAD\PRELIMINARY PLANS\SHEETS\U-1_UTILITY PLAN\OA.DWG [PRE-UTILITY PLAN (OA)]
LAST SAVED 1/6/2026 10:53 AM

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LAST SAVED 11/6/2025 1:21 PM

0 100' 200'
GRAPHIC SCALE 100'

MATCH LINE SEE SHEET U-4

MATCH LINE SEE SHEET U-2

MATCH LINE SEE SHEET U-6

TRACT BOUNDARY

PHASE 2

PHASE 1

AMENITY CENTER
OSA-41
BLOCK A

BLOCK A

BLOCK AB

BLOCK B

BLOCK C

BLOCK D

BLOCK E

BLOCK F

BLOCK G

BLOCK H

BLOCK L

BLOCK M

BLOCK X

BLOCK Y

OSA-5

OSA-97
BLOCK A

OSB-18
BLOCK B

OSC-14
BLOCK C

OSD-5

OSE-1
BLOCK E

OSF-17
BLOCK F

OSG-18
BLOCK G

OSH-14
BLOCK H

OSL-17
BLOCK L

OSM-29

OSX-7

LOT-1
BLOCK X

LOT-1
BLOCK Y

50' WIDE PERMANENT EASEMENT TO KINDER MORGAN NORTH TEXAS PIPELINE, LP VOL. 3006, PG. 49, R.P.R.C.C.T.

20' U.E.

15' D.E.

12" WL

100-YR FEMA FLOODPLAIN PER FEMA FIRM PANEL 48397C0130L DATED SEPTEMBER 26, 2008

FULLY DEVELOPED POST PROJECT FLOODPLAIN PER FLOOD STUDY PREPARED BY CARDINAL STRATEGIES DATED APRIL 9, 2025

6' TRAIL

FUTURE EDWARDS ROAD IMPROVEMENTS BY OTHERS

CALLED 12.39 ACRES STEVEN AND MEGIN DANNA, PETER DANNA AND KENNETH PEARCE VOL. 3282, PG. 270 O.P.R.R.C.T

FUTURE BENEDETTO WAY EXTENSION BY OTHERS

15' S.S.E

SONOMA VERDE PHASE 5 DOC. NO. 20240000006672 O.P.R.R.C.T.

10" SANITARY SEWER LINE TO EXISTING SONOMA VERDE PHASE 5 LIFT STATION BY OTHERS

EXISTING OVERHEAD ELECTRIC

15' RCH W.S.C EASEMENT VOLUME 184, PAGE 607

10' LANDSCAPE BUFFER PER DOC NO.20220000006297

40' ROW DEDICATION DOC NO.20220000006297

EXISTING SONOMA VERDE PHASE 4A DOC. NO. 20220000006297 O.P.R.R.C.T.

6" FORCEMAIN

EXISTING SONOMA VERDE PHASE 4B DOC. NO. 20220000001134 O.P.R.R.C.T.

DMDS LAND COMPANY, LLC (CALLED 641.6711 ACRES) DOC. NO. 20200000030685 O.P.R.R.C.T.

EXIST EDWARDS ROAD

BENEDETTO WAY

SAN RAMANO WAY

CATANIA LANE

PASEO SERENO TRAIL

PASEO PLACE

RONDINELLA DRIVE

PALOMINO PLACE

TALAVERA TRAIL

GARNACHA DRIVE

CRIANZA WAY

LOMA VERDE DRIVE

LA CASECHA AVENUE

SENDERO OAKS LANE

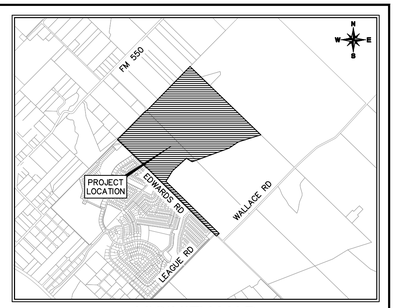
RIOJA RANCH LANE

CALDELAS COURT

CAVA COURT

SALVATORE LANE

FREDIANO LANE



VICINITY MAP
SCALE: 1" = 3,000'

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
- OHP — EXISTING OVERHEAD POWER LINE
- W — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING SANITARY SEWER MANHOLE

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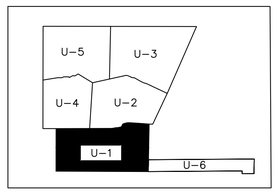
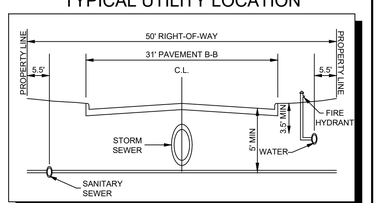


KEY MAP
N.T.S.

TYPICAL UTILITY LOCATION



PRELIMINARY UTILITY PLAN (SHEET 1 OF 6)
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

OWNER:
Taylor-Duncan Interests, LLC
15441 Knoll Trail Drive, Suite 150
Dallas, TX 75019
Tel: (972) 325-1412
Contact: Stephen Davis
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

DEVELOPER:
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	U-1

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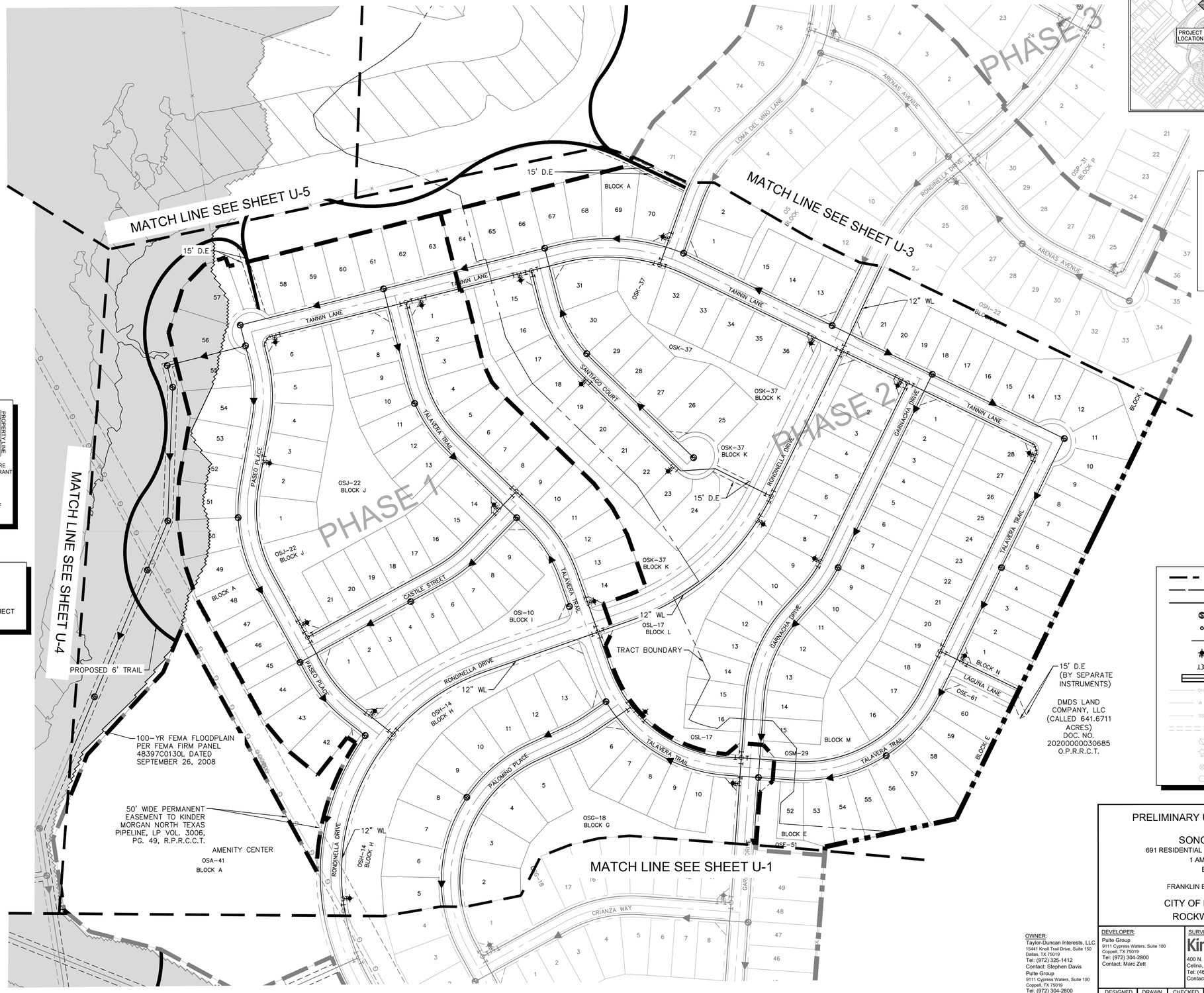
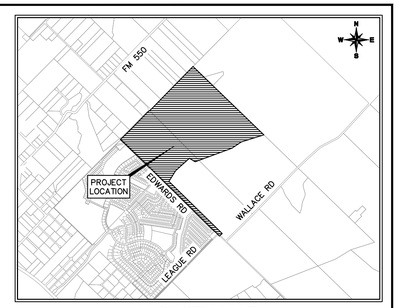
N E S W

0 100' 200'
GRAPHIC SCALE 100'

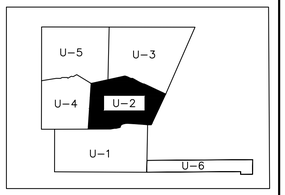


VICINITY MAP



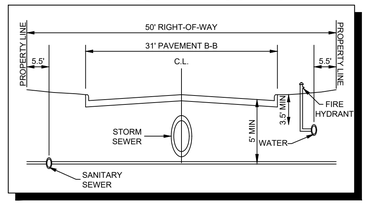
SCALE: 1" = 3,000'

KEY MAP



N.T.S.

TYPICAL UTILITY LOCATION



UTILITIES GENERAL NOTES

1. ALL WATER LINES ARE 8" UNLESS OTHERWISE NOTED.
2. ALL SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.
3. LAYOUT SHOWN IS PRELIMINARY. FIRE HYDRANT APPURTENANCES, AND MANHOLE LOCATIONS WILL BE SUBJECT TO CHANGE IN FINAL DESIGN.

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
- OHP — EXISTING OVERHEAD POWER LINE
- W — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING SANITARY SEWER MANHOLE

PRELIMINARY UTILITY PLAN (SHEET 2 OF 6)

FOR

SONOMA VERDE NORTH

691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
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Contact: DANIEL ARTHUR, RPLS

ENGINEER:
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Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	U-2

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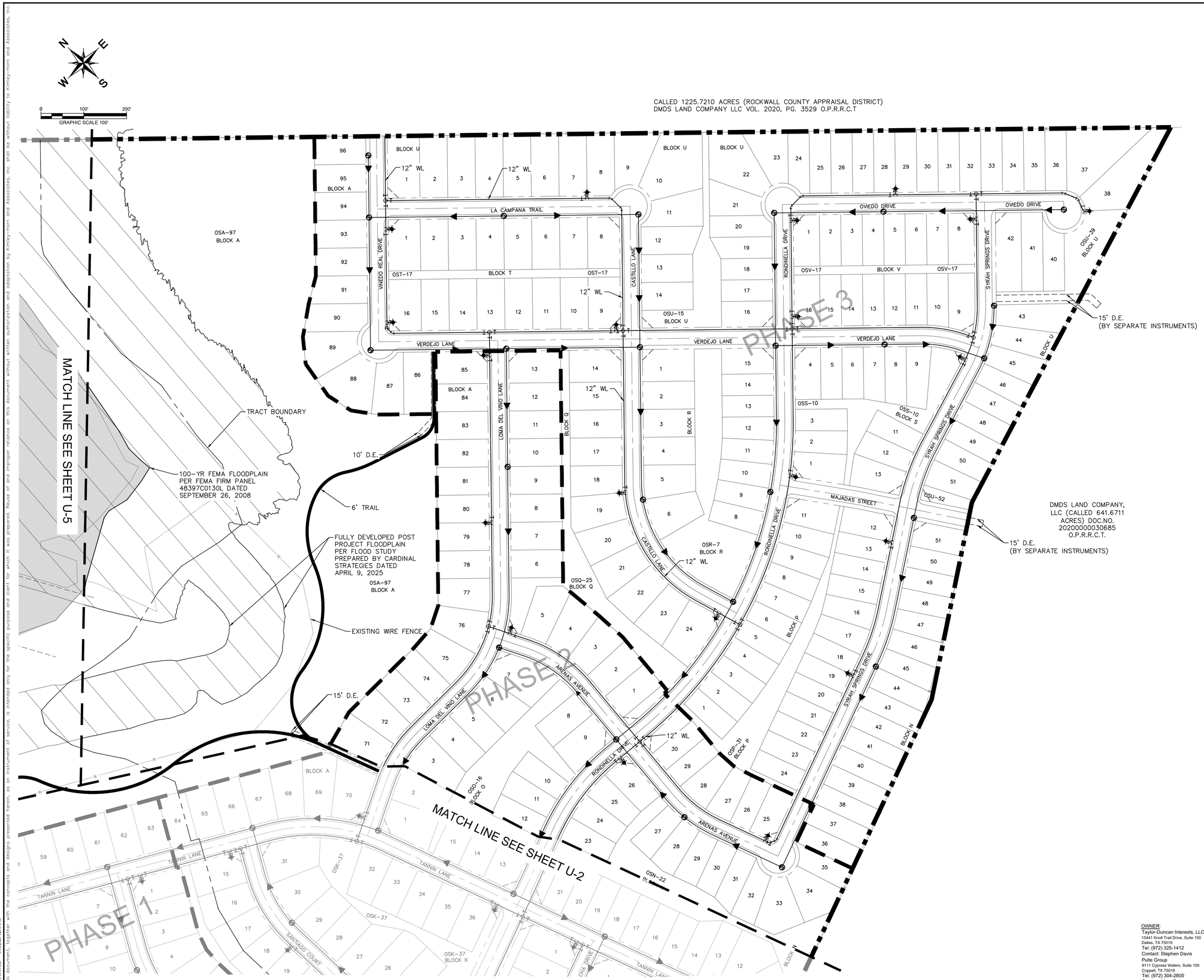

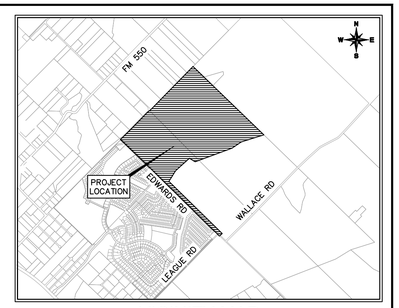

VICINITY MAP
SCALE: 1" = 3,000'

UTILITY LEGEND

- PROPERTY LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER MANHOLE
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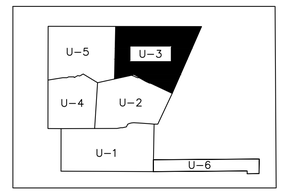
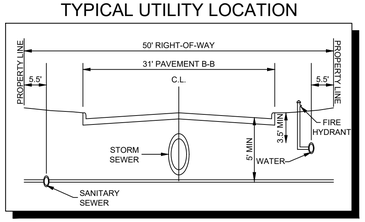


KEY MAP
N.T.S.

TYPICAL UTILITY LOCATION



PRELIMINARY UTILITY PLAN (SHEET 3 OF 6)
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

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Contact: Stephen Davis

DEVELOPER:
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Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
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Celina, TX 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
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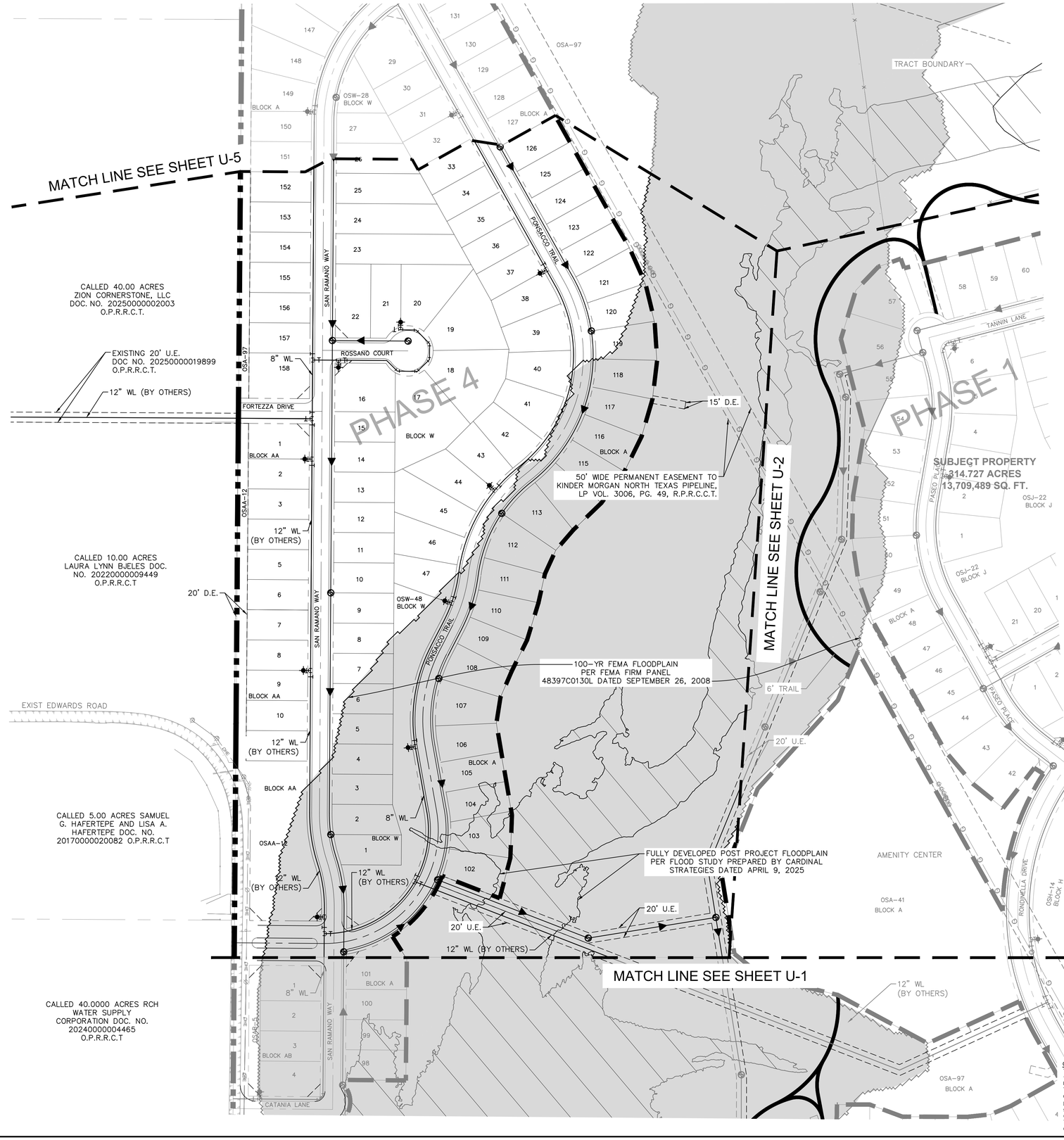
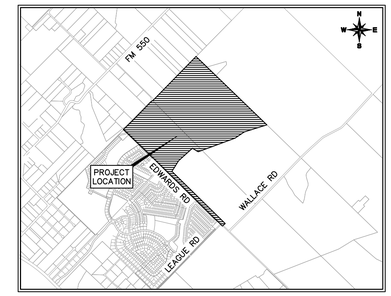
Celina, TX 75009
Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	U-3





VICINITY MAP
SCALE: 1" = 3,000'

UTILITY LEGEND

- PROPERTY LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER MANHOLE
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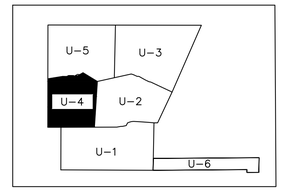
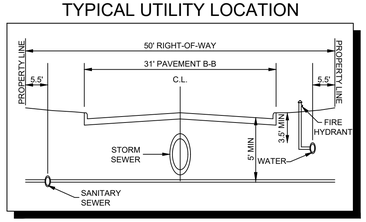


KEY MAP
N.T.S.

TYPICAL UTILITY LOCATION



PRELIMINARY UTILITY PLAN (SHEET 4 OF 6)
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	U-4

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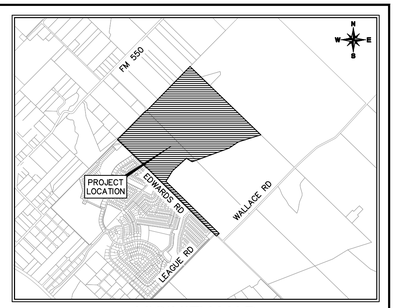
LAST SAVED: 11/6/2026 12:58 PM

0 100' 200'
GRAPHIC SCALE 100'



VICINITY MAP
SCALE: 1" = 3,000'

CALLED 1225.7210 ACRES (ROCKWALL COUNTY APPRAISAL DISTRICT) DMDS LAND COMPANY LLC VOL. 2020, PG. 3529 O.P.R.R.C.T.

JOSHUA A. BETHKE (CALLED 5.000 ACRES) DOC. NO. 20240000019997 O.P.R.R.C.T.

CALLED 1225.7210 ACRES (ROCKWALL COUNTY APPRAISAL DISTRICT) DMDS LAND COMPANY LLC VOL. 2020, PG. 3529 O.P.R.R.C.T

B&F AND SON 3 LP (CALLED 26.01 ACRES) VOL. 1451, PG. 100 O.P.R.R.C.T.

S. MARK OLMSTEAD AND WIFE, ALYCE A. OLMSTEAD (CALLED 20.00 ACRES) VOL. 1451, PG. 100 O.P.R.R.C.T.

VICTORIA PURCELL (CALLED 10.00 ACRES) VOL. 5997, PG. 176, O.P.R.R.C.T.

COREY SMITH AND WIFE, DESTINY SMITH (CALLED 10.00 ACRES) DOC. NO. 20230000016924, O.P.R.R.C.T.

CALLED 40.00 ACRES ZION CORNERSTONE, LLC DOC. NO. 20250000002003 O.P.R.R.C.T.

OSA-97 BLOCK A

EXISTING WIRE FENCE

TRACT BOUNDARY

EXISTING POND

100-YR FEMA FLOODPLAIN PER FEMA FIRM PANEL 48397C0130L DATED SEPTEMBER 26, 2008

EXISTING DAM AREA

50' WIDE PERMANENT EASEMENT TO KINDER MORGAN NORTH TEXAS PIPELINE, LP VOL. 3006, PG. 49, R.P.R.C.C.T.

FULLY DEVELOPED POST PROJECT FLOODPLAIN PER FLOOD STUDY PREPARED BY CARDINAL STRATEGIES DATED APRIL 9, 2025

PROPOSED 6' TRAIL

FONSECCO TRAIL

SAN RAMANO WAY

TANNIN LANE

OSW-28 BLOCK W

PHASE 4B

PHASE 1

PHASE 2

MATCH LINE SEE SHEET U-3

MATCH LINE SEE SHEET U-4

MATCH LINE SEE SHEET U-2

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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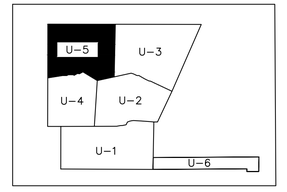
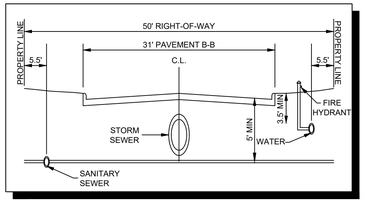


KEY MAP
N.T.S.

TYPICAL UTILITY LOCATION



PRELIMINARY UTILITY PLAN (SHEET 5 OF 6)

FOR

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RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	U-5

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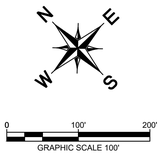
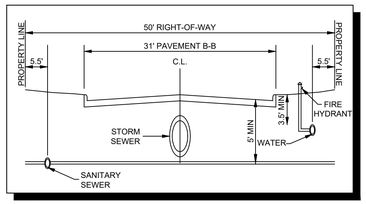


TYPICAL UTILITY LOCATION



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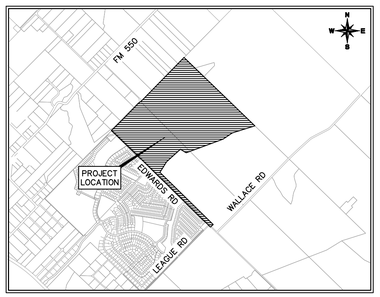
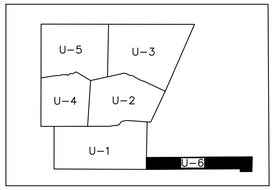
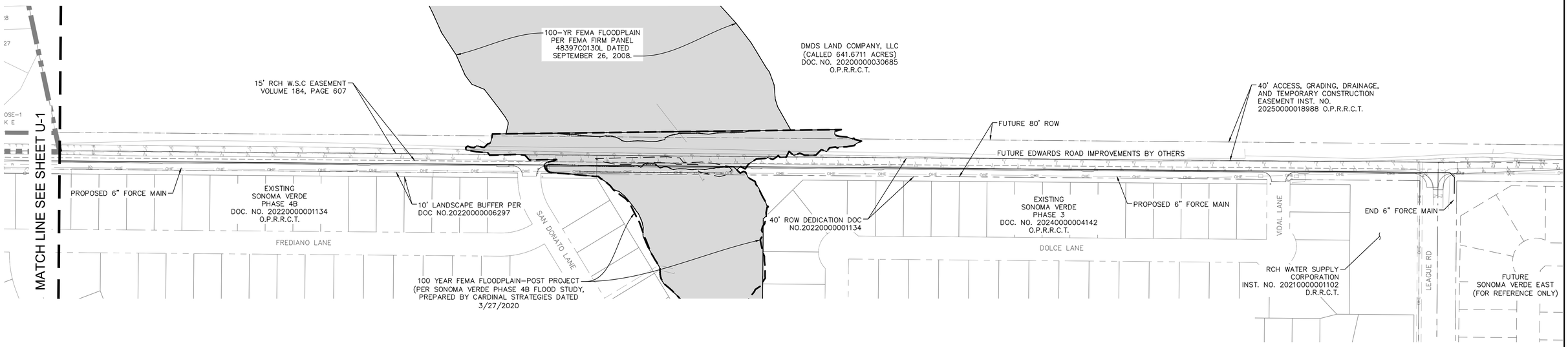


VICINITY MAP
SCALE: 1" = 3,000'



KEY MAP
N.T.S.



PRELIMINARY UTILITY PLAN (SHEET 6 OF 6)
FOR
SONOMA VERDE NORTH
691 RESIDENTIAL LOTS / 31 OPEN SPACES (139.319 AC) /
1 AMENITY CENTER (5.956 AC)
BEING 315.113 ACRES
OUT OF THE
FRANKLIN BAUGUSS SURVEY, ABSTRACT 7
IN THE
CITY OF MCLENDON-CHISHOLM,
ROCKWALL COUNTY, TEXAS

OWNER:
Taylor-Duncan Interests, LLC
15441 Knoll Trail Drive, Suite 150
Dallas, TX 75019
Tel: (972) 325-1412
Contact: Stephen Davis
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

DEVELOPER:
Pulte Group
9111 Cypress Waters, Suite 100
Coppell, TX 75019
Tel: (972) 304-2800
Contact: Marc Zett

SURVEYOR:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2172
Contact: DANIEL ARTHUR, RPLS

ENGINEER:
Kimley»Horn
400 N. Oklahoma Dr. Suite 105
Celina, TX 75009
Tel: (469) 501-2200
Contact: LORI E. LUSK, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
RDV	RDV	MAL	AS SHOWN	JANUARY 2025	067705155	U-6

DEVELOPMENT AGREEMENT
Sonoma Verde North

This Development Agreement (this "Agreement") is executed between TDI GP, LLC (the "Owner") and the City of McLendon-Chisholm, Texas (the "City"), each a "Party" and collectively the "Parties to be effective upon the date the Owner purchases the hereinafter defined Property (the "Effective Date"). If the Owner does not purchase the Property by December 31, 2025, this Agreement shall automatically be void and of no further force or effect on such date.

ARTICLE I
RECITALS

WHEREAS, Owner has entered into a contract to purchase the approximately 314.7-acre tract of land described by metes and bounds and depicted on **Exhibit A** (the "Property"); and

WHEREAS, the Property is located in the City's extraterritorial jurisdiction contiguous to the City's existing corporate limits and not within the ETJ or corporate limits of any other town or city; and

WHEREAS, the City's Comprehensive Plan adopted pursuant to the authority granted by Chapter 213 of the Texas Local Government Code states, "[t]here may be times when it is in the City's best interest to compromise on lot sizes, density . . . to obtain a greater outcome overall;" and

WHEREAS, the City finds that the development of the Property pursuant to the terms of this Agreement is consistent with the City's Comprehensive Plan and in the best interest of the City to obtain a greater outcome overall for the City; and

WHEREAS, the Parties intend for the Property to be annexed into the City's corporate limits and developed in accordance with the terms of this Agreement; and

WHEREAS, Blackland Water Supply Corporation ("Blackland") holds the water certificate of convenience and necessity ("CCN") for the Property, and the Parties intend that if the City is unable to secure the ability to provide retail water service to the Property, then Blackland will likely be the retail provider of water service to the Property; and

WHEREAS, there is no wastewater CCN for the Property, and the Parties intend that sewer service will be provided to the Property in accordance with the terms of this Agreement; and

WHEREAS, pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the City has and will exercise exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure ("Public Infrastructure") to serve the Property, and Rockwall County shall have no jurisdiction over such matters at any time during the term of this Agreement, including while the Property is located in the City's ETJ; and

WHEREAS, Public Infrastructure is not currently available to serve the Parties' intended development of the Property; and

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow the Parties' intended development of the Property in a cost-effective and market-competitive manner; and

WHEREAS, the City is unable (at the current time and for the foreseeable future) to provide, or participate in the cost of, the Public Infrastructure that will allow the Parties' intended development of the Property; and

WHEREAS, the City is unable (at the current time and for the foreseeable future) to provide full municipal services for the Parties' intended development of the Property; and

WHEREAS, to facilitate the Parties' intended development of the Property in a cost-effective and market-competitive manner, the City agrees to consider the creation of a Public Improvement District encompassing the Property (the "PID") pursuant to Chapter 372, Texas Local Government Code (the "PID Act") to finance the Public Infrastructure and other public improvements that confer a special benefit on the Property in the PID (collectively, the "Public Improvements") as set forth in this Agreement; and

WHEREAS, the Parties intend for the PID to be used to finance the design, construction, and installation of the Public Improvements, and any other Authorized Improvements contained in Section 372.003 of the Local Government Code, through the levy and collection of special assessments against the Property and the City's issuance of PID bonds secured by such special assessments and by other legally available sources of bond security (the "PID Bonds"); and

WHEREAS, the Parties intend for the development of the Property to be of a comparable or better quality to the Sonoma Verde development, which is governed by the following (the "Sonoma Verde Development Agreement"): that certain Development Agreement dated effective June 11, 2007, executed by the City and Chisholm Properties, L.P., as amended by that certain First Amendment to Development Agreement dated effective January 28, 2008, that certain Second Amendment to Development Agreement dated effective September 25, 2012, and that certain Third Amendment to Development Agreement dated effective January 14, 2014, approved by the City; 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

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code.

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

ARTICLE II
DEVELOPMENT REGULATIONS

2.1 Governing Regulations.

(a) Development of the Property is governed solely by the following development regulations (collectively, the "Governing Regulations"):

(i) The Concept Plan attached as **Exhibit B** (the "Concept Plan");

(ii) the development regulations set forth on **Exhibit C** (the "Development Regulations");

(iii) the subdivision regulations of the City in effect on the Effective Date and the modifications thereto attached as **Exhibit D** and the street sections attached as **Exhibit E** (collectively, the "Subdivision Regulations");

(iv) the engineering standards of the City in effect on the Effective Date and the modifications thereto attached as **Exhibit F** (the "Engineering Standards");

(v) the comprehensive zoning ordinance of the City applicable to the Sonoma Verde development based on the terms of the Sonoma Verde Development Agreement (the "Zoning Ordinance"); and

(vi) the building codes of the City in effect on February 11, 2025 (the "Building Codes").

(b) General conformance with the Concept Plan is required. Phasing, roadway layouts, and acreages shown on the Concept Plan are preliminary and subject to change at the time of platting. City staff has the authority to approve minor revisions to the Concept Plan as needed without amending this Agreement.

(c) The Governing Regulations are exclusive, and no other City-adopted ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City after the Effective Date or any regulations for annexation) apply to the development of the Property; provided, however, pursuant to Section 245.002(d), a permit holder, including, but not limited to, the Owner, may take advantage of recorded subdivision plat notes, recorded restrictive covenants required by a regulatory agency, or a change to the laws, rules, regulations, or ordinances of a regulatory agency that enhance or protect the project, including changes that lengthen the effective life of the permit after the date the application for the permit was made, without forfeiting any rights under Chapter 245, Texas Local Government Code or this Agreement. To the extent any provision in the Subdivision Regulations, Engineering Standards, Zoning Ordinance, or Building Codes is inconsistent with State law, such provision shall be deemed to be of no force or effect without any further action by the Parties, and State law shall apply, and nothing herein shall be deemed to be a waiver by either Party of any State law. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties agree that the

Governing Regulations shall include the City's exercise of exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of Public Infrastructure. A development application, including, but not limited to, a preliminary plat and a final plat, shall be approved if it complies with the Governing Regulations. Notwithstanding the provisions in this Section 2.1, the Parties agree that, in addition to the Governing Regulations, federal and state requirements may apply.

(d) 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 controls. In the event of any conflict between the Development Regulations and any of the other Governing Regulations, the Development Regulations control. In the event of any conflict between any approved preliminary or final plat for all or any portion of the Property and any of the other Governing Regulations, the approved plat shall control.

ARTICLE III
DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties intend that the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, and the design, construction, installation, and inspection of Public Infrastructure, and that Rockwall County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plat Approval and Public Infrastructure. Subdivision of the Property requires approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement. Public Infrastructure must be designed to comply with the Governing Regulations.

ARTICLE IV
DEVELOPMENT OF THE PROPERTY

4.1 Retail Water Service. At this time, the City is not a retail water provider, but may in the future pursue the necessary steps to become a retail water provider, including securing a wholesale water supply through a qualified wholesale source of water. The City agrees that if the City is unable to provide retail water service to the Property at the time the preliminary plat is filed, then Blackland or another retail water service provider who is willing and able to serve the Property may be the retail water service provider to the Property. If retail water is provided by an entity other than the City, the City intends to enter into an agreement with that entity prior to the levy of PID assessments and issuance of PID Bonds financing water Public Improvements. The water infrastructure constructed on the Property will meet or exceed City standards.

4.2 Retail Sewer Service. There is no wastewater CCN for the Property. Based upon information furnished from Owner, the City acknowledges and agrees that there is sufficient available capacity to serve the full development of the Property with 725 single family equivalent units as contemplated by this Agreement (the "Available Capacity") pursuant to that

certain Wastewater Interlocal Agreement between the City and the City of Rockwall dated March 24, 2009, and the Available Capacity is reserved for the development of the Property during the term of this Agreement. The Owner agrees to make any required upgrades to the Sonoma Verde lift station and force main that connects to the Buffalo Creek interceptor, which will be constructed in the same manner and approximate location as the existing wastewater infrastructure located at Sonoma Verde and the force main to the Buffalo Creek Interceptor.

4.3 Wastewater Public Infrastructure. The Owner shall design and construct all of the wastewater Public Infrastructure to serve the Property, and capacity in this infrastructure shall be reserved for full development of the Property with 725 single family equivalent units as contemplated by this Agreement. The City agrees that a portion of the wastewater Public Infrastructure to serve the Property may be constructed in right of way owned by the City and/or the Texas Department of Transportation as depicted in the wastewater study attached hereto as **Exhibit G** (the "Wastewater Study"). The City has adopted a $3,000 sewer tap fee per single family equivalent unit to connect to the Wastewater Public Infrastructure constructed by the Owner (the "Tap Fees"), and the City will collect the Tap Fees and pay $1,800 from each Tap Fee collected to the Owner within 30 days after collecting such fees. If excess capacity exists and a third party requests a connection to such infrastructure, the City agrees that, as a condition precedent to such connection, the City will collect Tap Fees from such third party, and will pay $1,800 from each Tap Fee collected from a third party to the Owner within 30 days after collecting such fees. Payments pursuant to this section are grants authorized by Chapter 380, Texas Local Government Code, and this Agreement is considered a Chapter 380 program. The Owner's funding or construction of the wastewater Public Infrastructure is the performance standard required for the grants provided by this section.

4.4 Roadways. The Owner shall design and construct the roadway Public Infrastructure depicted on **Exhibit H** (the "Edwards Road Improvements"). No roadway impact fees are owed for the Property, because the Owner will construct the capital improvements for which a roadway impact fee may be assessed against the Property, and will be reimbursed from the proceeds of PID assessments. The City agrees and authorizes City staff, at Owner's expense, to exercise the City's power of eminent domain to acquire any offsite easements or right of way required to construct the Edwards Road Improvements.

4.5 Civic Site. The Owner will dedicate to the City a minimum 4-acre city services site in the southwest corner of the Property as depicted on the Concept Plan (the "Civic Site"). The Owner agrees to convey title to the Civic Site to the City by special warranty deed in one hundred eighty (180) days or less after closing. The City shall be responsible for ownership and maintenance of the Civic Site once it has been conveyed. The Civic Site may not be used for any nuisance use. Prior to the conveyance to the City, the Owner reserves the right to make and maintain any necessary temporary drainage improvements on the Civic Site, subject to City approval.

ARTICLE V
PUBLIC IMPROVEMENT DISTRICT

5.1 Consent to the PID Creation. Upon receipt of a petition that is in compliance with the PID Act, the City agrees to place an item on its agenda to consider creation of the PID encompassing the entire Property pursuant to the PID Act.

5.2 PID Financing. The Public Improvements to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the "PID Projects"). The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The Owner will determine the PID Project Costs, and the City and the Owner will jointly prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) and 372.014 of the PID Act. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

5.3 PID Bonds. Should the City Council approve the creation of the PID, the City agrees to consider the issuance of one or more series of PID Bonds to fund the Public Improvements. If the City issues PID Bonds, for each disbursement of funds from the bond improvement account funding the costs of the Public Improvements (the "Project Fund Disbursement"), the Owner agrees to pay the City an amount equal to: (i) two percent (2%) of the Project Fund Disbursement, which will be deposited into the City's general fund and may be used for any lawful purpose, for the time and effort expended by the City employees in connection with the approval and issuance of the PID Bonds and (ii) one percent (1%) of the Project Fund Disbursement, which will be deposited into a segregated account and shall remain separate and apart from all other funds and accounts of the City and shall only be used to fund City maintenance and repairs of all road and drainage Public Improvements within the Property after the two-year maintenance bond period terminates (in lieu of requiring a homeowners association to maintain such facilities) (collectively, the "City Payment"). The Owner shall make the City Payment within ten (10) business days of the receipt of each Project Fund Disbursement.

5.4 PID Notice. When selling any of the Property after the PID is created, the Owner shall provide notice to anyone who purchases property within the PID in the form and manner required by the Texas Property Code, as amended, including specifically Sections 5.014, 5.0141, 5.0142, and 5.0143.

5.5 Miscellaneous. If the City fails to create the PID on the Property within ninety (90) days after the Owner provides to the City a petition requesting PID creation, then the Owner, at the Owner's option, may terminate this Agreement in its entirety by providing written notice to the City. If the City fails to levy special assessments and issue PID Bonds related to any phase of the Property within one hundred and eighty (180) days after the Owner provides to the City all required documents to levy such special assessments and issue PID Bonds related

to any phase of the Property, then the Owner, at the Owner's option, may terminate this Agreement in its entirety by providing written notice to the City.

ARTICLE VI
ANNEXATION

6.1 Annexation. Except as provided below, the Property is immune from full purpose annexation by the City for the Term of this Agreement. This Agreement acts as Owner's voluntary petition for annexation of the Property in phases subject to the satisfaction of the following conditions precedent to annexation for the portion of the Property being annexed: (a) the City's creation of the PID in accordance with the PID Act and this Agreement; (b) the City's levy of PID assessments for all of the Public Improvements to serve the phase to be annexed; and (c) the City's issuance of PID Bonds to finance all costs associated with the Public Improvements to serve the phase to be annexed.

6.2 Compliance with Section 212.172(b-1). Pursuant to Section 212.172(b-1) of the Texas Local Government Code, at the time a municipality makes an offer to a landowner to enter into an agreement pursuant to Section 212.172, the municipality must provide the landowner with a written disclosure that includes: (1) a statement that the landowner is not required to enter into the agreement; (2) the authority under which the municipality may annex the land with references to relevant law; (3) a plain-language description of the annexation procedures applicable to the land; (4) whether the procedures require the landowner's consent; and (5) a statement regarding the municipality's waiver of immunity to suit. An agreement for which a disclosure is not provided in accordance with Subsection (b-1) is void. Owner acknowledges that the City provided to the Owner all of the documents described in (1)-(5) of this section, and that neither Party shall claim this Agreement is void on the basis that such disclosure was not provided in accordance with Section 212.172 of the Texas Local Government Code. Specifically, the City's statement disclosed to the Owner (1) that the Owner is not required to enter into this Agreement (2) that the City may annex the Property pursuant to Chapter 43, Texas Local Government Code and Section 212.172, Texas Local Government Code; (3) that annexation notices will be mailed and posted on the City's website, and an annexation public hearing will be held at which interested parties have the opportunity to be heard, after which the City will adopt an annexation ordinance annexing the Property consistent with the terms of this Agreement; (4) that such annexation and associated procedures require the Owner's consent, which is given pursuant to the terms of this Agreement; and (5) the City acknowledges its waiver of immunity to suit pursuant to Section 212.172(i), Texas Local Government Code.

6.3 Annexation Services Agreement In the event of a conflict between this agreement and any agreement with the city for services after annexation pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall control, and all provisions in this Agreement that require the City to provide services to the Property shall be deemed to be incorporated into the separate annexation services agreement.

ARTICLE VII
ADDITIONAL PROVISIONS

7.1 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, must 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.

7.2 Term. The term of this Agreement shall be 45 years after the Effective Date (the "Term").

7.3 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 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.

7.4 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 (IF APPLICABLE), MANDAMUS, AND INJUNCTIVE RELIEF (IF APPLICABLE). NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement, except as provided in Section 5.5; or

(b) entitle the City to suspend performance under this Agreement (including, but not limited to, withholding any type of development approval or municipal service) unless the portion of the Property for which performance is suspended is the subject of the default; or

(c) affect any portion of the Property other than the platted lot or unplatted tax parcel that is the subject to the default; or

(d) adversely affect or impair the current or future obligations of the City to provide service to the Property; or

(e) entitle the aggrieved Party to seek or recover exemplary damages; or

(f) withhold approval of any plat or other development permit or wrongfully condition or deny a plat or other development permit that meets the Governing Regulations; or

(g) limit the Term.

7.5 Governmental Functions; 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 for in this Section. The Parties acknowledge that the City waives its governmental immunity from suit pursuant to Texas Local Government Code §212.172(i) for the purpose of adjudicating a claim under this Agreement.

7.6 Assignments. 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 is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment must be in writing executed by Owner and the Assignee and must 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. A copy of each assignment must be provided to all Parties within 15 days after execution. 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. An Assignee is a "Party" and the "Owner" for purposes of the obligations, rights, title, and interests assigned. The City shall not assign this Agreement.

7.7 Encumbrance. 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 prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice 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, but 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. The City shall not collaterally assign, pledge,

grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

7.8 No Restriction on Property Transfer. No provision of this Agreement shall limit the ability of the Owner or any other person to transfer voluntarily or involuntarily its right, title, or interest in or to all or any portion of the Property.

7.9 Binding Obligations. 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 deed records of Rockwall County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer 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 an owner; (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 on which a building has been constructed; and (c) that the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations.

7.10 Releases. From time to time upon written request of Owner, the City Administrator shall execute, in recordable form, a release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Governing Regulations.

7.11 Estoppel Certificates. From time to time upon written request of Owner, the City Administrator will execute a written estoppel certificate identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement.

7.12 Notices. Any notices, certifications, approvals, or other communications required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the notice is delivered in person to the person to whose attention the notice is addressed with a confirming copy sent by e-mail; (ii) 10 business days after the notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid with a confirming copy sent by e-mail; or (iii) when the notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address with a confirming copy sent by e-mail. For the purpose of giving any notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending notice of such change to the other Party as provided in this section.

To the City:

Attn: City Administrator
City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032
E-mail: cityadministrator@mclendon-chisholm.com

With a copy to:	Attn Michael Halla, City of McLendon-Chisholm Attorney 187 Rolling Court Lancaster, Texas 75146 E-mail: mhalla@hallalawfirm.com
To the Owner:	TDI GP, LLC Attn: Stephen Davis 15441 Knoll Trail, Suite 150 Dallas, Texas 75248 E-mail: sdavis@taylorduncan.com
With a copy to:	Attn: Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218 E-mail: misty.ventura@svlandlaw.com

7.13 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS PROVIDED IN THIS SECTION, THE OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM: (A) OF "VESTED" OR "PROTECTED" DEVELOPMENT OR OTHER PROPERTY RIGHTS ARISING FROM CHAPTERS 43 OR 245, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR OTHERWISE ARISING FROM COMMON LAW OR OTHER STATE OR FEDERAL LAWS; (B) THAT THE APPLICATION OF THE GOVERNING REGULATIONS TO THE DEVELOPMENT OF THE PROPERTY VIOLATES ANY LOCAL, STATE, OR FEDERAL LAW; OR (C) THAT AN ACTION BY THE CITY CONSTITUTES A "TAKING" OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR AN ILLEGAL EXACTION.

7.14 Interpretation. 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.

7.15 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance duly adopted 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, and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. 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.

7.16 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, (a) 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, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ.

7.17 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 Rockwall County. Venue for any action to enforce or construe this Agreement shall be in Rockwall County.

7.18 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.

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

7.20 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 30 days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, must 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" includes 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 including, but not limited to, events or circumstances related to an epidemic or pandemic, supply shortage delays, government acts, a state of emergency, a government order, or a quarantine.

7.21 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.22 Iran, Sudan, and Foreign Terrorist Organizations. The 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 enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law or Texas law and excludes the Owner 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. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.23 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.24 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions,

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is

LAND TITLE SURVEY
314.727 ACRES
FRANKLIN BAUGESS SURVEY
ABSTRACT NO. 7
ROCKWALL COUNTY, TEXAS
Kimley»Horn
PRELIMINARY
LEGEND
LINE TYPE LEGEND
GRAPHIC SCALE IN FEET
NORTH
SUBJECT PROPERTY
314.727 ACRES
13,706,488 SQ. FT.
EDWARDS ROAD
EDWARDS ROAD
P.O.B.

specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.25 Affiliate. As used in Sections 7.21 through 7.24 of this Agreement, the Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

7.26 Survival. Notwithstanding anything contained herein, the representations and covenants contained in this Sections 7.21 through 7.24 of this Agreement shall survive termination of the Agreement until the statute of limitations has run.

7.27 Form 1295. The Parties acknowledge and agree that the Owner submitted to the City 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") at the time Owner submitted its signature page to this Agreement. The City hereby confirms timely receipt of the Form 1295 from the Owner pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The City waives all claims related to the validity and

enforceability of this Agreement to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.

7.28 Written Disclosure. The Parties acknowledge and agree that, with this Agreement and the provisions contained herein, City has provided to Owner the written disclosures required by Section 212.172(b-1) and Section 43.004 of the Texas Local Government Code, and the Parties hereby waive any claim that this Agreement may be void for failure to provide such disclosures.

7.29 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, the Owner agrees that this Agreement may be terminated if the Owner knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Owner fails to cure the violation on or before the 10th business day after the date the City provides notice to Owner of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, Owner is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Owner on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

7.30 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.

7.31 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

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

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Concept Plan
Exhibit C	Development Regulations
Exhibit D	Subdivision Regulations
Exhibit E	Street Sections
Exhibit F	Engineering Standards
Exhibit G	Wastewater Study
Exhibit H	Edwards Road Improvements
Exhibit I	Trail Plan

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by Owner and the City to be effective on the Effective Date.

ATTEST:

Name: _____
Title: City Secretary

CITY OF MCLENDON-CHISHOLM

By: _____
Name: BRYAN McNEAL
Title: MAYOR

Date: 2/25/2025

APPROVED AS TO FORM AND LEGALITY:

Name: _____
City Attorney

STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

Judy Rhoades
My Commission Expires
2/3/2028
Notary ID 3796761

This instrument was acknowledged before me on February, 25 by BRYAN, McNeal of the City of McLendon-Chisholm, Texas on behalf of said city.

Judy Rhoades
Notary Public, State of Texas

OWNER:

TDI GP, LLC
A Texas limited liability company

By: _____
Name: Stephen Davis
Title: Manager

Date: 2-24-25

STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on February, 24 by Stephen Davis, Manager of TDI GP, LLC, a Texas limited liability company on behalf of said company.

Deanna Malan
Notary Public, State of Texas

DEANNA MALAN
Notary Public, State of Texas
Comm. Expires 03-19-2029
Notary ID 132985536

EXHIBIT A
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY
(approximately 314.727 acres)

BEING a tract of land situated in the Franklin Bauguss Survey, Abstract No. 7, Rockwall County, Texas and being all of a called 316.9-acre tract of land described in deed to Sue H. Sloan, Trustee as recorded in Volume 7054, Page 155, Official Public Records of Rockwall County, Texas and being further described as follows:

BEGINNING at a 1/2" iron rod found in the southeast line of a called 26.01 acre tract of land described in deed to B&F and Son 3 LP, as recorded in Volume 1451, Page 100, Official Public Records of Rockwall County, Texas, at the east corner of a 1225.7210-acre tract of land described in deed to DMDS Land Company, LLC as recorded in Document Number 20200000003529, Official Public Records of Rockwall County, Texas, same being the north corner of said called 316.9-acre tract;

THENCE South 46°01'04" East, with the common line of said 316.9-acre tract and said 1225.7210 acre tract, a distance of 4,129.87 feet to a point for corner at the easterly corner of said 316.9-acre tract and at the northernmost corner of a called 641.6711-acre tract of land described in deed to DMDS Land Company, LLC as recorded in Document Number 20200000030685, Official Public Records of Rockwall County, Texas;

THENCE with the common line of said 316.9-acre tract and said 641.6711-acre tract, the following courses and distances:

South 72°33'32" West, a distance of 991.29 feet to a 5/8" iron rod found for corner;

South 56°10'31" West, a distance of 469.91 feet to a 5/8" iron rod with plastic cap stamped "PELETON" found for corner;

South 69°41'38" West, a distance of 959.85 feet to a 5/8" iron rod with plastic cap stamped "PELETON" found for corner;

South 69°45'40" West, a distance of 686.39 feet to a cross tie fence post for corner;

North 58°21'47" West, a distance of 282.59 feet to a 5/8" iron rod with plastic cap stamped "PELETON" found for corner;

South 48°02'26" West, a distance of 401.54 feet to a 1/2" iron rod found for corner;

South 47°44'21" West, a distance of 385.24 feet to a 3/8" iron rod found for corner;

South 31°45'56" West, a distance of 664.19 feet to a point for corner in Edwars Road (a variable width right-of-way) at the southernmost corner of said 316.9-acre tract and at the westernmost corner of said 641.6711-acre tract;

THENCE North 45°44'37" West, with the southwest line of said 316.9-acre tract and along Edwards Road, a distance of 2,700.80 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner in the southeast line of a called 333.01-acre tract of land described in the deed to Maria A. Pratt, recorded in Volume 1201, Page 125, Official Public Records of Rockwall County, Texas, at the westernmost corner of said 316.9-acre tract and at the northernmost corner of a called 249.214-acre tract of land described in the deed to Land Solutions SV, LLC, recorded in Document No. 20180000014913, Official Public Records of Rockwall County, Texas;

THENCE North 44°36'47" East, with the north line of said 316.9-acre tract, and along said Edwards Road, and with the southeast line of a called 12.39-acre tract of land described in the deed to Steven and Megin Danna, Peter Danna and Kenneth Pearce, recorded in Volume 3282, Page 270, Official Public Records of Rockwall County, Texas, the southeast line of a called 40.00-acre tract of land described in the deed to Denise Wang, recorded in Volume 2219, Page 16, Official Public Records of Rockwall County, Texas, the southeast line of a called 5.00-acre tract of land described in the deed to Samuel G. Hafertepe and Lisa A. Hafertepe, recorded in Document No. 20170000020082, Official Public Records of Rockwall County, Texas, and the southeast line of a called 10.00-acre tract of land described in the deed to Laura Lynn Bjeles, recorded in Document No. 20220000009449, Official Public Records of Rockwall County, Texas, a distance of 2,337.90 feet to a 1/2" iron rod found for corner at the easternmost corner of said 10.00 acre tract and at the southernmost corner of a called 40.00-acre tract of land described in the deed to Atasin Avowal, LLC, recorded in Volume 7106, Page 260, Official Public Records of Rockwall County, Texas;

THENCE North 44°38'47" East, with the northwest line of said 316.9-acre tract and the southeast line of said 40.00-acre tract, and the southeast line of a called 10-acre tract of land described in the deed to Corey Smith and Wife, Destiny Smith, recorded in Document No. 20230000016924, Official Public Records of Rockwall County, Texas, the southeast line of a called 10-acre tract of land described in the deed to Victoria Purcell, recorded in Volume 5997, Page 176, Official Public Records of Rockwall County, Texas, the southeast line of a called 20.00-acre tract of land described in the deed to S. Mark Olmstead and wife Alyce A. Olmstead, recorded in Volume 1451, Page 100, Official Public Records of Rockwall County, Texas, and the southeast line of said 26.01-acre tract, a distance of 1,956.70 feet to the **POINT OF BEGINNING** and containing 13,709,489 square feet or 314.727 acres of land.

EXHIBIT B
CONCEPT PLAN

SONOMA VERDE NORTH

North

Scale: 1" = 300'
Date: January 3, 2025

EXHIBIT C
DEVELOPMENT REGULATIONS

1. Platting of the Property is permitted prior to annexation of the Property into the City's corporate limits and prior to zoning of the Property.

2. The City agrees to consider zoning the Property as a planned development district that allows single family development as described in this Agreement, although nothing in this Agreement shall be construed as a requirement to zone the Property in any particular manner. No concept plan, development plan, or other type of drawing of the development shall be required in connection with the zoning of the Property. In the event of a conflict between this Agreement and any zoning of the Property, this Agreement shall control.

3. The maximum number of single family residential dwelling units permitted on the Property is 725.

4. The 50' Lots are exclusively for age-restricted active adult community area (the "Age-Restricted Area") and may consist of no more than 375 lots. A minimum of 70 acres of the Property is required to be reserved for the Age-Restricted Area.

5. The Property shall be developed with a trail system, which is generally depicted on **Exhibit I** (the "Trail Plan") attached hereto and is preliminary and subject to change by the Owner without further approval of the City at the time of platting. The homeowners association will be responsible for maintaining the trail system.

6. Perimeter fencing, landscaping, buffering and screening shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement, except for the following: (a) a solid masonry perimeter screening wall is permitted; (b) fencing of 4 feet or higher may be constructed of wrought iron; and (c) wood fencing may be a minimum of 6 feet high and a maximum of eight feet high.

7. Building materials shall be governed exclusively by the building material requirements required by the Sonoma Verde Development Agreement and no other building design or aesthetic zoning regulations apply, except that masonry for the Age Restricted Area may also include cementitious material.

8. Building height and lot coverage shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.

9. Street and right-of-way widths shall be governed by the requirements in the Sonoma Verde Development Agreement except as otherwise shown in the street sections attached to this Agreement and as follows:

    a. The Owner shall construct one-half of the four-lane undivided Edwards Road where it abuts the Property and continues to the intersection of League Road as depicted on **Exhibit H**. Owner shall complete construction of the portion of Edwards Road at the time a final plat is recorded for Owner's Property abutting Edwards Road.

    b. Residential streets shall have a right-of-way width of 50 feet and a minimum pavement width of 31 feet measured from back of curb to back of curb.

10. Grading and drainage improvements shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.

11. Tree preservation shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.

12. Oil and gas drilling, extraction and related surface activities are prohibited on the Property.

13. The requirements in the following table shall apply to single family development. No base zoning district regulations from the Zoning Ordinance apply to the Property.

Development Standards	Single Family 5,500	Single Family 7,200	Single Family 7,800
Minimum lot width	50'	60'	65'
Minimum lot depth for cul-de-sac and eyebrow lots	100'	100'	100'
Minimum lot depth	110'	110'	110'
Minimum lot area	5,500 SF	7,200 SF	7,800 SF
Minimum front yard building setback	20'	20'	20'
Minimum rear yard building setback	5'	10'	10'
Minimum side yard building setback	5'	5' for interior side yards;10' for corner lots	5' for interior side yards; 10' for corner lots
Minimum home size on maximum 20% of the lots at full build out	1,700 SF	1,800 SF	1,800 SF
Minimum home size on the remainder of the lots	1,800 SF	1,900 SF	1,900 SF

EXHIBIT D
SUBDIVISION REGULATIONS

Chapter 10

SUBDIVISION REGULATION

ARTICLE 10.01
GENERAL PROVISIONS (RESERVED)

ARTICLE 10.02
SUBDIVISION ORDINANCE

§ 10.02.001. Purpose.
§ 10.02.002. General.
§ 10.02.003. Definitions.
§ 10.02.004. Purpose, authority and jurisdiction.
§ 10.02.005. Preliminary plans and final plats.
§ 10.02.006. General requirements and design standards.
§ 10.02.007. Improvements.
§ 10.02.008. Landscape buffers.
§ 10.02.009. Floodplains.
§ 10.02.010. Drainage requirements.
§ 10.02.011. Street, alley and drainage maintenance and repair.
§ 10.02.012. Reservations.
§ 10.02.013. Variances.
§ 10.02.014. Penalty.
§ 10.02.015. Severability.
§ 10.02.016. Effective date.

ARTICLE 10.03
STANDARD STREET SPECIFICATIONS AND CONSTRUCTION DETAILS IN SUBDIVISIONS

§ 10.03.001. Subdivider financial responsibility and duty.
§ 10.03.002. Street paving strength requirements.
§ 10.03.003. Stabilization of the subgrade.
§ 10.03.004. Paving width requirements.
§ 10.03.005. Pavement slopes (traverse).
§ 10.03.006. Sawed dummy joints; expansion joints.
§ 10.03.007. Street arrangement.
§ 10.03.008. Speed limits.
§ 10.03.009. Street names.

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ARTICLE 10.01
GENERAL PROVISIONS (RESERVED)

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ARTICLE 10.02
SUBDIVISION ORDINANCE

§ 10.02.001. Purpose.

(a) Under the provisions of the Constitution and laws of the State of Texas, including particularly chapter 212 of the Texas Local Government Code, as heretofore or hereafter amended, hereafter every owner of any tract of land situated within the city or within the extraterritorial jurisdiction of the city, who may hereafter divide the same in two or more parts described by metes and bounds or otherwise for the purpose of laying out any subdivision of such tract of land or any addition to the city; or for laying out suburban, building or other lots, or to lay out streets, alleys, squares, parks, or other parts, are required to submit a plat of such subdivision or addition for approval by the governing body of the city. The rules and regulations of the city established by ordinance governing plats and subdivisions of land be and the same are hereby extended to and shall apply to all of the area under the extraterritorial jurisdiction of the city.

(b) On and after the passage of this article, any person, firm or corporation seeking approval of any plat, plan or replat of any subdivision of land within the city, and its legally established extraterritorial jurisdiction shall be required to comply with the requirements of this article before such approval may be granted.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-1)

§ 10.02.002. General.

These regulations shall govern every person, firm, association or corporation owning any tract of land within the city limits who may hereafter divide the same into two or more parts for the purpose of laying out any subdivision of any tract of land or any addition to the city, or for laying out suburban, building or other lots, or for laying out any streets, alleys, squares, parks or other portions intended to be dedicated for public use, or other portions intended for public use, or the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks or other parts.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-2)

§ 10.02.003. Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

The word "shall" shall be deemed as mandatory. The word "may" shall be deemed as permissive.

Administrative officers. Any officers referred to by title, i.e., city manager, city attorney, city secretary, city engineer, director of public works, etc., and shall be the person so retained in this position by the city, or his duly authorized representative.

Alley. Minor way used primarily for vehicular service to the rear or side of properties otherwise abutting on a street.

Building line. A line beyond which any structure must be set back from the street or road right-of-way line or property line.

City or the city. The City of McLendon-Chisholm.

City council. The governing body of the city.

Codes. Any adopted set of regulations. All improvements within the city shall be in accordance with the

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codes adopted by the city.

Collector street. A street which is continuous through several residential districts and is intended as a connecting street between residential districts and thoroughfares, highways, or business districts.

Commission. The city planning and zoning commission, if active. If inactive, then commission shall refer to the city council as the authority for plat review, study and approval.

Cul-de-sac. A short residential street having but one vehicular access to another street and terminated by a vehicular turn-around.

Dead-end street. A street with only one outlet. There shall be no dead-end streets without a cul-de-sac turn-around.

Easement. An area on private property designated for some specific purpose, together with the uninhibited right of access and use of said area as long as this purpose is served.

Engineer. The city engineer, the city's consulting engineers, or their duly authorized representatives.

Final plat. Any plat or any lot, tract, or parcel of land that is to be recorded of record in the deed records of the county.

Master plan. The comprehensive plan of the city and adjoining areas as adopted by the city council, including all its revision. This plan indicates the general location recommended for various land uses, transportation routes, public developments and improvements.

Owner, subdivider, or owner/subdivider. As used herein shall refer to the person or entity owning the property in fee simple or possessing the lawful authority to subdivide or convey the property. It shall also include the duly authorized agent or representative of the owner of the real estate or a person holding a lawful and valid power of attorney concerning the property.

Plat. A subdivision exhibit, legal description, plans and necessary signature blocks.

Preliminary plan. Any plat of any lot, tract, or parcel of land that is not to be recorded of record but is only a proposed division of land for review and study by the city.

Replatting. The resubdivision of any part or all of any block or blocks of a previously platted subdivision, addition, lot or tract.

Residential street. A street which is intended primarily to serve traffic within a neighborhood or limited residential district and which is used primarily for access to abutting properties.

Resubdivision. The division of an existing subdivision, together [with] any change of lot size therein, or with the relocation of any street lines.

Street. A way for vehicular traffic whether designated a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated.

Street right-of-way width. The shortest distance between the lines, which delineate the rights-of-way of a street.

Subdivision. The division of a tract or parcel of land into two or more parts or lots for the purpose, whether immediate or future, of sale, building, development, or transfer of ownership, and shall include resubdivision.

Thoroughfare. A principal traffic thoroughfare more or less continuous across the city which is intended to connect remote parts of the city, or areas adjacent thereto, and act as a principal connecting street with state and interstate highways.
(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-3)

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§ 10.02.004. Purpose, authority and jurisdiction.

(a) Under the authority of chapter 212 of the Texas Local Government Code, which is hereby made a part of these regulations, the city does hereby adopt the following regulations to hereafter control the subdivision of land within the corporate limits of the city and in the unincorporated areas lying within the extraterritorial jurisdiction of the city limits, in order to provide for the orderly development of the areas and to secure adequate provision for traffic, light, air, recreation, transportation, water, drainage, sewage, and other facilities.

(b) Any owner of land located inside of or within the extraterritorial jurisdiction (i.e., within one-half mile) of the city wishing to subdivide such land shall submit to the city a plan of the proposed subdivision which shall conform to the minimum requirements set forth in these regulations. An owner subdividing his land into parcels of not less than five acres each for agricultural use and not involving new streets shall be exempt from these requirements.

(c) An owner of land within the city or within its extraterritorial jurisdiction shall submit to the city a plan of the proposed subdivision which shall conform to the minimum requirements set forth in these regulations if, in addition to the conditions set forth in the foregoing subsection (b) of this section, the owner intends to lay out suburban, building or other lots, to lay out streets, alleys, squares, parks, or other parts to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to said streets, alleys, squares, parks, or other parts. An owner who intends to build on or improve any unplatted tract of real property within the city or within its extraterritorial jurisdiction shall conform to the minimum requirements set forth in these regulations if the owner must dedicate, convey, transfer, create or otherwise set aside easements for public utilities.

(d) No subdivision plat shall be filed or recorded, and no lot in a subdivision inside of or within one-half mile of the corporate limits of the city shall be improved or sold, until a plat thereof shall have been first approved by the city council. The city shall have the authority to prohibit the installation of public utilities in unapproved streets and to prohibit the issuance of building permits for structures on lots abutting on unapproved streets.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-4)

§ 10.02.005. Preliminary plans and final plats.

(a) Procedure.

(1) A preliminary plan of any proposed subdivision shall first be filed by the property owner or his duly appointed representative with the city secretary and submitted to the planning and zoning commission for review, study, and recommendation to the city council before the owner proceeds with the final plat of record. Following recommendation by the commission, the preliminary plan shall be submitted to the city council commission for review, study, and approval. This preliminary plan shall be drawn to a scale not to exceed 200 feet to the inch.

(2) The preliminary plat shall contain the following information:

(A) Existing features inside subdivision.

(i) The existing boundary lines of the land to be subdivided. Boundary lines shall be drawn in heavy [lines] for easy identification, complete with bearings and distances.

(ii) The location of existing watercourses, railroads, and other similar drainage and transportation features.

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(iii) The location and width of existing streets, alleys, easements, pipelines, watercourses, location and site of any existing water or sewer mains.

(iv) An accurate legal description of the land to be subdivided.

(B) Existing features outside subdivisions.

(i) The name and property lines of adjoining property owners with legal file reference.

(ii) The name and location of adjacent subdivisions, streets, easements, pipelines, watercourses, and location and site of any existing water or sewer mains.

(C) New features inside subdivision.

(i) The proposed name of the subdivision.

(ii) The location, right-of-way width and names of proposed streets.

(iii) The approximate width and depth of all lots. If the side lines are not parallel, the approximate distance between them at the building line and at the narrowest point should be given.

(iv) The location of building lines, alleys and easements.

(v) The location and approximate size of sites for schools, churches, and parks and other special land uses, intended to be dedicated to public use or reserved for common use of owners in the subdivision.

(vi) The approximate acreage of the property to be subdivided.

(vii) A proposed utility plan should be included and where, unusual grade conditions exist, the city's engineer may require preliminary street grades.

(viii) The proposed use of any land contained in the subdivision that is not within the boundaries of lots or street right-of-way.

(D) Key map. A key map showing relation of subdivision of well-known streets in all directions to a distance of at least one mile.

(E) Title, etc. The date, scale, north point and title under which the plat is to be recorded, with the name of the owner and engineer platting the tract.

(3) Submission. The city shall be furnished with ten legible prints of the preliminary plan and with ten copies of a letter of transmittal stating briefly the type of street surfacing, drainage, results of site soil test reports, sanitary facilities, and water supply proposed, and the name and address of the owner or agent and engineer, together with a written application for approval on a form prescribed by the city. The prints, letters and application shall be filed with the city secretary at least ten but not more than 21 consecutive calendar days before the next available meeting of the planning and zoning commission at which such preliminary plan is to be considered. A preliminary plan application filed prior to the 21st day preceding the next succeeding regular meeting may be considered as having been filed on the 21st day preceding the meeting. A preliminary plan application filed within ten days of the next succeeding regular meeting shall be considered as having been filed on the 21st day preceding the second succeeding regular meeting. A plan application which is not accompanied with the prescribed

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filing fees will not be considered as having been filed.

(4) Approval. The planning and zoning commission shall recommend that the preliminary plan be approved, conditionally approved or disapproved within 30 days of the date that the plan is considered to have been filed. The city council shall approve, conditionally approve or disapprove the preliminary plan within 30 days of the date that the commission makes its recommendation. Approval of the preliminary plan shall not constitute final acceptance of the final plat.

Preliminary approval will expire thirty-six months after the approval by the city council of the preliminary plan or recordation of a final plat for all or portion of the area within the preliminary plan, whichever is later, except that if the owner shall apply in writing prior to the end of such thirty-six month period setting forth reasons for needing the extension, this period may be extended for another six months but not beyond a total of one year.

(b) Final plat. After approval of a preliminary plan by the city council, a final plat, prepared by a registered surveyor and bearing his seal, shall be submitted to the city council by filing in the office of the city secretary. Such plat shall have all changes and alterations made on it that were required on the previously submitted preliminary plan.

(1) Sheet size and scale. All final plats shall be drawn on sheets 24 inches by 36 inches and to a scale of one inch equals 200 feet or in accordance with the county final plat requirements. Where more than one sheet is required, an index sheet shall be filed showing the entire subdivision.

(2) The final plat shall contain the following information.

(A) Existing features inside subdivision.

(i) The existing boundary lines with accurate distances and bearings of the land to be subdivided. Boundary lines shall be drawn in heavy [lines] for easy identification.

(ii) The location of existing watercourses, railroads, and other similar drainage and transportation features.

(iii) True bearings and distances to the nearest established street lines, official monuments, or subdivision corners.

(iv) The location and width of existing and proposed streets, alleys, easements, rights-of-way, buildings, and structures to be retained.

(v) Topographical information with contour lines at one-foot intervals are to be shown on engineering drawing only, not on final plat.

(vi) An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.

(B) Existing features outside subdivision.

(i) The name and property lines of adjoining subdivisions and of the adjoining property owners, together with the respective plat or deed references.

(ii) The name and location of adjacent streets, alleys, driveways, easements, watercourses, etc.

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All lines outside of subdivision boundaries shall be dashed.

(C) Streets, alleys, easements. Engineering construction standards for inspections are set forth in appendix 1.[1]

The lines and names of all proposed streets or other ways or easements to be dedicated to public use shall be shown on the final plat with the following engineering data:

(i) For streets. Complete curve data (delta, length, radius, tangent, point of curve, point of reverse curve, point of tangent) shown on the centerline on each side of street; length and bearings of all tangents; dimensions from all angle points and points of curve to an adjacent side lot line.

(ii) For watercourses and easements. Drainage easements will be provided covering all land within the subdivision that is subject to inundation by a 100-year storm. Lots that are adjacent to a major watercourse will show minimum finish floor elevations two feet above the calculated 100-year flood elevation.

(D) Lots and blocks. The lines and numbers of all proposed lots and blocks with complete bearings and dimensions for front, rear and side lot lines, and area of each lot.

(E) Reservations. The use and property dimensions of all special reservations, including sites for schools, churches, and parks.

(F) Monuments and control points.

(i) The description and location of all permanent survey monuments and control points.

(ii) Suitable primary control points to which all dimension bearings and similar data shall be referred. Dimensions shall be shown in feet and decimals of a foot.

(iii) Reference to source of bearing for legal description.

(iv) Reference to existence of any floodplain indication on FEMA map.

(G) Key map. A key map showing relation of subdivision to well-known streets in all directions to a distance of at least one mile.

(H) Title, etc. The date, scale, north point and subdivision title, name and address, and seal of engineer.

(I) Dedications and certificates. Such dedications and certificates as are applicable.

(i) A certificate of dedication of all streets, public highways, alleys, parks, utility easements, and other land intended for public use forever, signed by the owner or owners and acknowledged before a notary public. All deed restrictions that are to be filed with the final plat shall be shown or filed separately.

(ii) A waiver of claim for damages against the city occasioned by the establishment of grades or the alteration of the surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.

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1. **Editor's note—Appendix 1 is included as an attachment to this chapter.**

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(iii) Certification by a registered engineer or a licensed state land surveyor, duly licensed by the State of Texas, to the effect that the plan represents a survey made by him, and that all the necessary survey monuments are correctly shown therein.

(iv) The following certificates shall be placed on the final plat, in a manner that will allow the filling in of the certificate by the proper party:

"1. Approved:

_____
Mayor

_____
Date

2. Acknowledged:

This approval shall be invalid unless the approved Final Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas upon completion of public improvements within the platted area, or a surety bond is provided for the future completion of the public improvements with the platted area.

Witness my hand this _____day of _____, 20_____.

_____
City Secretary, City of McLendon-Chisholm, Texas"

(J) Special restrictions. Where restrictions of use of land, other than those given in these regulations, are to be imposed by the owner/subdivider, such restrictions shall be placed on the final plat or on a separate instrument filed with the plat.

(K) Tax certificates showing that all ad valorem taxes have been paid are to be submitted concurrent with the final plat.

(3) Submission. The city shall be furnished with ten legible prints and the original tracing of the final plat at least ten but not more than 21 consecutive calendar days before the next available meeting of the planning and zoning commission at which such final plat is to be considered. One additional copy of the final plat together with engineering plans shall be submitted to city staff for review at least ten days prior to the submission of the final plat to the city council. A final plat filed prior to the 21st day preceding the next succeeding regular meeting of the commission may be considered as having been filed on the 21st day preceding the meeting. A final plat filed within ten days of the next succeeding regular meeting shall be considered as having been filed on the 21st day preceding the second succeeding regular meeting. A plat which is not accompanied with the prescribed filing fees will not be considered as having been filed.

(4) Approval. Final approval will expire 24 months after the city council action granting approval of any final plat unless that plat has been filed for record, except that if the owner/subdivider shall apply in writing prior to the end of such twenty-four months period, stating reasons for needing the extension, this period may at the discretion of the city council be extended for another year but not beyond that period. The owner/subdivider may obtain approval of a portion or a section of a subdivision for which tentative or conditional approval was obtained on a preliminary plan provided he meets all the requirements of this article with reference to such portion or section in the same manner as is required for a complete addition. The final plat shall not be filed of record until the subdivision has been constructed and accepted by the city.

(5) The owner/subdivider may, at his option, elect to combine his preliminary plan and final plat of a subdivision whenever the tract of land:

(A) Is to be resubdivided without a change of street locations, or is so situated that the pattern of streets in said tract is predetermined by streets of immediately adjacent adjoining recorded subdivisions;

(B) The proposed development will be of the same use and of comparable density as adjacent existing or contemplated development; and

(C) Is a minimum of two and one-half acres in total area.

(6) Administrative approval of amending plats. The mayor and city administrator may jointly approve and issue an amending plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:

(A) To correct an error in a course or distance shown on the preceding plat;

(B) To add a course or distance that was omitted on the preceding plat;

(C) To correct an error in a real property description shown on the preceding plat;

(D) To indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments;

(E) To show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;

(F) To correct any other type of scrivener or clerical error or omission previously approved by the city council, including lot numbers, acreage, street names, and identification of adjacent recorded plats;

(G) To correct an error in courses and distances of lot lines between two adjacent lots if:

(i) Both lot owners join in the application for amending the plat;

(ii) Neither lot is abolished;

(iii) The amendment does not attempt to remove recorded covenants or restrictions; and

(iv) The amendment does not have a material adverse effect on the property rights of the other owners in the plat;

(H) To relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;

(I) To relocate one or more lot lines between one or more adjacent lots if:

(i) The owners of all those lots join in the application for amending the plat;

(ii) The amendment does not attempt to remove recorded covenants or restrictions; and

(iii) The amendment does not increase the number of lots;

(J) To make necessary changes to the preceding plat to create six or fewer lots in the

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subdivision or a part of the subdivision covered by the preceding plat if:

(i) The changes do not affect applicable zoning and other regulations;

(ii) The changes do not attempt to amend or remove any covenants or restrictions; and

(iii) The area covered by the changes is located in an area that the city council has approved, after public hearing, as a residential improvement area; or

(K) To replat one or more lots fronting on an existing street if:

(i) The owners of all those lots join in the application for amending the plat;

(ii) The amendment does not attempt to remove recorded covenants or restrictions;

(iii) The amendment does not increase the number of lots; and

(iv) The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.

Notice, hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.

(c) Fees and charges. The schedule of fees and charges, as adopted and maintained in the offices of the city, shall be paid into the general fund of the city when any map, plan or plat is filed with the city secretary for city council review, study and approval, or is tendered to the city council. Each of the fees and charges set forth therein may be changed or modified by the city council as set forth in the city's master fee schedule. Each of the fees and charges provided therein shall be paid in advance and no action of the city council shall be valid until the fee shall have been paid. Unless otherwise exempted or waived, any map, plan or plat not accompanied with the required fee shall not be considered as filed. The city secretary shall calculate the fees and charges in accordance with the master fee schedule.

(1) Any engineering fees and attorney's fees incurred by the city in the plat review process [shall be paid by the owner/subdivider]. Such charges and fees shall be paid by the owner/subdivider upon presentation of an invoice for said charges. Should the owner/subdivider fail to reimburse the city for such charges and fees, the city may withhold any future approvals and/or the issuance of any permits related to the subdivision or its development.

(2) These fees shall be charged on all plats, regardless of the action taken by the city council and whether the plat is approved or denied, unless otherwise waived or exempted by the city council.

(3) The owner/subdivider shall cause a cashier's check or certified check to be made payable to the city secretary to cover all recording fees involved in finishing the platting process and have this delivered to the city secretary 14 days prior to the submission for approval.

(d) Maintenance bond. The owner/subdivider shall furnish a good and sufficient maintenance bond in an amount not to exceed ten percent of the total cost of all street and alley construction within the subdivision with a reputable and solvent corporate surety, in favor of the city, to indemnify the city or association of homeowners or property owners against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of the entire project. Final acceptance will be withheld until said maintenance bond is

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furnished to the city.
(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-5; Ordinance adopting Code)

§ 10.02.006. General requirements and design standards.

(a) Streets.

(1) Conformity to major street plan. The width and location of streets shall conform to such major street plan as the city council may have adopted, both as to horizontal and vertical alignment and right-of-way widths.

(2) Relation to adjoining street system. The proposed street system shall extend all existing major streets and such existing secondary and local-access streets as may be desirable for convenience of circulation. Where possible, the width and the horizontal and vertical alignment of extended streets shall be preserved.

(3) Street jogs. Where off-sets in street alignment are, in the opinion of the city council, unavoidable, such off-sets may be employed provided the distance between centerlines is not less than 125 feet.

(4) Large-lot subdivisions. If the lots in the proposed subdivision are large enough to suggest resubdivision in the future, or if part of the tract is not subdivided, consideration must be given to possible future street openings and access to future lots which could result from such resubdivision.

(5) Through traffic. Local residential streets shall be designed so as to discourage high-speed or through traffic.

(6) Topography. The street system shall bear a logical relationship to the natural topography of the ground.

(7) Street right-of-way widths. Street width and street right-of-way width shall be measured from front lot line to front lot line of opposite lots.

(A) Residential streets. Residential streets shall have a minimum right-of-way width of 50 feet. Paving shall be not less than 24 feet in width with three-foot shoulders without curbs or not less than 27 feet with curbs, measured from back of curb.

(B) Collector streets. Collector streets shall have a minimum right-of-way width of 60 feet. Paving shall be not less than 24 feet in width with six-foot shoulders without curbs or not less than 37 feet with curbs, measured from back of curb.

(C) Major thoroughfare. The width of major thoroughfares shall be determined by the city council or the city's master thoroughfare plan; however, this classification carries a minimum right-of-way of 80 feet and a maximum of 120 feet.

(D) Minor arterial streets. Minor arterial streets shall have a minimum right-of-way width of 80 feet.

(8) Street horizontal alignment. The maximum deflection in alignment permitted without use of curve shall not exceed one degree.

(9) Major street curves. Curves along street centerlines shall conform to the following standards, with exceptions to these standards granted only by the city council:

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Classification	Design Speed (MPH)	Centerline Radius (feet)	
		Desirable	Minimum
Major	55	1,000	800
Secondary	40	550	425
Local	30	300	200

(10) Reverse curves. Reverse curves whenever possible shall be separated by a minimum tangent of 100 feet for minor arterial streets.

(11) Vertical curves. Vertical curves shall be provided for all grade changes greater than one degree (see appendix 1).[2]

(12) Dead-end streets/culs-de-sac.

(A) Turnarounds. Turnarounds are to have a minimum right-of-way radius of 50 feet and a pavement radius of 40 feet.

(B) Maximum length. The maximum length of a dead-end street with a permanent turnaround or a cul-de-sac with a permanent turnaround shall be 1,000 feet unless otherwise approved by the City Engineer due to topographic or other property constraints.

(C) Temporary turnaround. A temporary turnaround is to be provided at the end of streets more than 400 feet long that will be extended in the future. The following note should be placed on the plat: Cross-hatched area is temporary easement for turnaround until street is extended [give direction] in a recorded plat.

(13) Street intersections.

(A) Angle of intersection. Except where existing conditions will not permit, all streets, major and minor, shall intersect at a 90-degree angle. Variations of more than ten degrees on minor streets and more than five degrees on major or secondary streets must first be approved by the city council.

(B) Radius at acute corners. Acute angle intersections approved by the city council are to have 25 foot or greater radii at acute corners.

(C) Centerline tie with existing streets. Each new street intersecting with or extending to meet an existing street shall be tied to the existing street on centerline with dimensions and bearings to show relationship.

(14) Partial or half-streets. Partial or half-streets may be provided where the city council finds that a street should be located on a property line. The following note shall be used in all such dedications: "This _____foot strip is dedicated as easement for all utility purposes including storm and sanitary sewers and shall automatically become dedicated for street purposes when and insofar as a _____foot strip adjacent to it is so dedicated and the required improvements are installed."

(15) Reserve strips. Provisional one foot reserves may be used along the side or end of streets that

2. **Editor's note—Appendix 1 is included as an attachment to this chapter.**

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abut acreage tracts, accompanied by a note on the plat that states as follows: "One foot reserve to become automatically dedicated for street purposes when adjacent property is subdivided in a recorded plat."

(16) Street names. New streets shall be named so as to provide continuity of name with existing streets and so as to prevent conflict with identical or similar names in other parts of the city.

(17) Street and alley maintenance. The repair and maintenance of all streets and alleys shall be the responsibility of the city upon acceptance by the city.

(b) Lots.

(1) Use. All lots shown on the plat will be for residential purposes unless otherwise noted. The standards that follow apply to residential lots.

(2) Lot size. Lot size shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement.

(3) Minimum width. Minimum width shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement.

(4) Minimum depth. Minimum depth shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement.

(5) Lots on drainage easements. Minimum usable lot depths for lots backing on natural drainage easements shall not be less than 100 feet measured between front lot line and drainage easement.

(6) Lot width definition. The lot width is the average of front and rear lot dimensions.

(7) Lot shape. Lots should be rectangular insofar as practicable. Sharp angles between lot lines should be avoided. The ratio of depth to width should not ordinarily exceed two and one-half times.

(8) Lot lines. Side lot lines should be perpendicular or radial to street frontage and the following note may be used in lieu of bearings: All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.

(9) Lot facing.

(A) Street frontage. Each lot shall be provided with adequate street access.

(B) Front facing. In general, an arrangement placing adjacent lots at right angles to each other should be avoided.

(10) Lot numbering. All lots are to be numbered consecutively within each block. Lot numbering

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may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner that has been approved on an overall preliminary plan.

(11) Driveway restrictions. Rear and side driveway access to major thoroughfares shall be prohibited.

(c) Building lines.

(1) Front street. The front building lines shall not be less than 20 feet from the front property line.

(2) Side, rear. Side, front and rear shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement.

(d) Alleys.

(1) Alley width. Where provided, alley rights-of-way shall not be less than 20 feet.

(2) Alley intersections. All alleys intersecting with another alley shall have a centerline radius of 40 feet, a property line radius of 30 feet, and shall conform to the standard details.

(3) Dead-end alleys. Dead-end alleys will not be permitted. Alleys in new subdivisions shall connect to alleys in adjacent subdivisions wherever feasible.

(4) Alleys required. Alleys shall be required in all business areas and in those portions of new residential subdivisions where partial blocks are needed to complete existing blocks with alleys.

(e) Easements.

(1) Size. The size of easements for drainage shall be a minimum of 15 feet in width or as established by the city engineer.

(2) Use. Where necessary, easements shall be retained for wires, conduits, storm sewers, sanitary sewers, water lines, open drains, gas lines or other utilities. Such easements may be required across parts of lots (including side lines), other than as described above, if in the opinion of the city engineer same is needed.

(3) Underground utilities. All subdivisions shall place all internal utilities underground after the effective date of this article. Any 3-phase power shall be permitted overhead in designated areas.

(4) Major trees within utility easements. Every precaution shall be utilized to protect the natural environment of the subdivision, preserving prominent trees wherever possible, and the owner/ subdivider shall advise the city council of the necessity of destroying an inordinate amount of trees, and the method of restoration of the area in keeping with the spirit of the city.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-6)

§ 10.02.007. Improvements.

(a) Monuments. Concrete monuments eight inches in diameter and 15 inches long shall be placed at reasonable intervals at all corners of the boundary lines of a subdivision. The exact intersection point on the monument shall be marked by a reinforcing bar one-half inch in diameter and 12 inches long embedded in the concrete monument.

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Intermediate property corners, curve points and angle points shall be marked with a piece of one-half inch round reinforcing rod driven flush with the finished ground level or lower if necessary in order to keep same from being disturbed.

(b) Other required improvements, see engineering and construction standards.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-7)

§ 10.02.008. Landscape buffers.

(a) Street buffer. In all zoning districts, a 10-foot landscape edge or buffer must be provided along the entire length of the perimeter of a lot or subdivision where the perimeter is adjacent to a minor arterial street, exclusive of driveways and alleys. The paved and unpaved portion of any city right-of-way shall not be included in this 10-foot buffer.

(b) Zoning district buffer. Whenever a nonresidential use, mobile-home use, or multifamily use is adjacent to property used or zoned for single-family residential purposes, the more intensive land use shall provide a landscaped area edge of at least ten feet in width along the common property line.

(c) Subdivision entryways. These are for entrances along throughfares. These regulations do not include minor entrances off of collectors within the overall development limits.

(1) Entryways into and exits from subdivisions shall be landscaped. Both sides of streets, whether public or private, which serve as a means of ingress or egress from residential subdivisions that consist of at least ten lots shall be landscaped on both sides of the entry or exit way.

(2) Each landscape area shall consist of not less than 25 feet of frontage along the entry and exit way and 25 feet of frontage along the adjacent street, and shall have a depth of at least 10 feet.

(3) Subdivision entryway landscaping shall be designed so as to avoid an impairment of visibility of operators of motor vehicles entering and exiting the subdivision when the plant materials reach full maturity.

(4) The developer and/or property owners of residential subdivisions that consist of ten or more lots shall have a homeowners' association that shall be responsible for the perpetual maintenance and upkeep of all common landscape areas.

(d) Plant materials.

(1) Landscape buffers and landscaped areas of subdivision entryways shall be planted with at least one shade tree (minimum four inches in caliper measured at four feet above natural grade and 16 feet in height at time of planting) for each 30 linear feet or portion thereof of adjacent exposure.

(2) When required to be planted, tree types should include trees identified in the "approved replacement tree list" of the city's Tree Preservation Code. Landscape buffers and areas shall also consist of shrubs, ornamental trees, ground cover, or sod. All plant materials shall conform to the requirements described in the most current edition of "American Standards for Nursery Stock" published by the American Association of Nurserymen.

(3) No tree may be planted closer than five feet of the paved portion of any impermeable surface.

(4) No plant material shall be planted or located in such a way that, at full maturity, the plant material may obstruct or impair the view of operators of motor vehicles on any public or private

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street or interfere with the use and maintenance of utility fixtures or equipment.

(5) In the event that any plant materials shall die or be removed or destroyed within a period of one year after planting, the developer, property owner or homeowners' association shall replace the plant material with similar or suitable plantings.

(e) Waivers by city council.

(1) The city council may reduce the width of the required landscape buffer when the reduction is required for public improvements.

(2) The city council may waive or modify any of the requirements of this section upon application by the developer, property owner or homeowners' association, following recommendation by the planning and zoning commission, when deemed to be in the best interests of the public health, safety, morals or general welfare.

(f) Landscape plans.

(1) Prior to or simultaneously with the submission of an application for approval of a site plan or final plat, including replats of existing lots and subdivisions, a landscape plan must also be submitted.

(2) The landscape plan must show the location, type and species of all plants and plant materials and must affirmatively show compliance with the requirements of this section.

(3) Landscape plans shall make provisions for perpetual maintenance by the developer, property owner or homeowners' association.

(g) Lot coverage for nonresidential property. For nonresidential and multifamily property, at least 15 percent of the gross lot or tract (exclusive of rights-of-way) shall be maintained as a landscaped area. All screening, parking perimeter, and interior parking landscaping shall be included in the overall 15 percent of gross site landscaping. No parking lot tree island may be less than ten feet wide in any dimension and shall not contain less than 100 square feet of continuous permeable land.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-7A)

§ 10.02.009. Floodplains.

No permanent structures shall be built within any floodplain at an elevation below the 100-year flood line. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on-site septic systems shall be built, located or situated in areas designated as a floodplain.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-8)

§ 10.02.010. Drainage requirements.

(a) General policy.

(1) The commission shall not recommend for approval any plat, development plan, or subdivision which does not make adequate provision for stormwater or floodwater runoff channels or basins and the city council may not approve such plats, development plans, or subdivisions without such provisions. Drainage provisions shall ensure the health and safety of the public and property in times of flood and such drainage facilities shall not cause excessive increases in flood heights or velocities, particularly to adjacent and downstream properties. When calculations indicate that curb capacities are exceeded at a point, no further allowance shall be

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made for flow beyond that point, and basins shall be used to intercept flow at that point.

(2) The owner/subdivider or applicant may be required by the planning and zoning commission or city council as a condition of preliminary plan and/or final plat approval to carry away by pipe or open ditch any spring or surface water that exists either previous to, or as a result of, the subdivision. Such drainage facilities shall be located in the road right-of-way where feasible, or in perpetual unobstructed easements of appropriate width, and shall be constructed in accordance with the construction standards and specifications of the town.

(b) General design standards. For all subdivisions consisting of more than ten lots, the following requirements must be demonstrated as a condition for the approval of any preliminary plan or final plat, and must be shown on the face of the plan or plat or by separate document filed contemporaneously with the application for approval of the plan or plat:

(1) Coordination with any comprehensive master drainage plan adopted by the city council is required and shall be demonstrated in the preliminary plan and/or final plat.

(2) The complete drainage system is composed of:

(A) The initial system, consisting of inlets, storm drains, and the associated appurtenances to convey the initial storm runoff (ten-year); and

(B) The major system of the major runoff (100-year), which consists of swales, creeks, channels, floodways and emergency overflows to prevent water encroachment into residential and commercial facilities.

(3) Channels to be designed to convey the 100-year flow. Adequate erosion control shall be provided based on design velocities as approved by the City Engineer.

(4) Utilization of retention ponds and dispersion areas and preservation of major floodplains, etc., shall be strongly encouraged and may be required if a proposed drainage improvement is found to create actual or potential upstream, adjacent or downstream property damage due to the creation of excessive flood velocities or heights.

(5) The city's major drainage floodplains that are still functioning in a natural or semi-natural state will require special drainage and other preservation considerations. To implement this policy of the natural 100-year floodplain for flooding areas draining one square mile or more, it may be recommended that these areas be zoned for planned development when zoning requests are made so that channel improvements and preservation efforts will be coordinated and defined on the site plan before detailed plans are submitted.

(6) Criteria for pipes.

(A) Minimum velocity with the pipe flowing full shall be three feet per second.

(B) The minimum storm drainpipe diameter shall be 15 inches.

(C) Pipe diameters shall not normally decrease downstream.

(D) Pipe crowns at change in sizes should be set at the same elevation.

(7) Vertical curves in the conduit will not be permitted, and horizontal curves will be permitted in accordance with pipe manufacturer's recommendations.

(8) Inverted crown sections will be permitted only in alleys.

(9) At streets with culverts or bridges, an emergency overflow shall be provided to contain the 100-

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year channel flow within the building lines.

(10) Detention ponds may be used to control the increase in runoff between the development and undeveloped areas if approved by the city council.

(c) Off-site drainage.

(1) The owner or developer of property to be developed shall be responsible for all storm drainage flowing on his property in the pre-developed condition. This responsibility includes the drainage directed to that property naturally flowing through the property by reason of topography.

(2) Adequate consideration shall be given by the owner in the development of property to determine how the discharge leaving the proposed development will affect adjacent and downstream property.

(3) On lots or tracts of three acres or more where stormwater runoff has been collected or concentrated, it shall not be permitted to drain onto adjacent property except in existing creeks, channels or storm sewers unless proper drainage easements or notarized letters of permission from the affected property owners are provided. If necessary easements or letters of permission cannot be obtained, the city engineer will review the downstream damage potential and make recommendations to the commission and city council.

(4) The owner/subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including any necessary off-site channels or storm sewers and acquisition of the required easements.

(5) Where it is anticipated that additional runoff incidental to the development of the subdivision will overload an existing downstream drainage facility, whether natural or manmade, the commission or city council may withhold approval of the subdivision, and the city may refuse to issue building, construction or development permits, until improvements including storm sewer systems, channel grading, driveway adjustments, culvert improvements, etc., are made.

(6) In areas where downstream pipes or channels are adequate to handle proposed increased flows, the city as one alternative may consider accepting cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.

(d) Drainage easements.

(1) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual unobstructed easements for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.

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(2) When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat or other instrument as approved by the city. In the case of clear public interest, the city may participate in easement acquisition by power of condemnation.

(3) The owner/subdivider shall dedicate an appropriate drainage easement either in fee or by drainage easement or by conservation easement of land on both sides of existing watercourses to a distance to be determined by the planning and zoning commission or city council.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-9)

§ 10.02.011. Street, alley and drainage maintenance and repair.

The construction, maintenance and repair of all streets, roadways, alleys, and drainage improvements shall be the responsibility of the city upon acceptance by the city.
(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-10)

§ 10.02.012. Reservations.

(a) Permitted purposes. No land contained in the proposed subdivision shall be reserved for any use other than a use permitted by the zoning ordinance for the district in which the land to be reserved is located.

(b) Designated on plat. The specific use for which each piece of land is to be reserved must be shown by appropriate label or description on the subdivision plat. Provision for future abandonment of a reservation as may be appropriate must likewise be shown on said plat.

(c) Parks and open space. The location and size of parks and open space shall be in accordance with the city park sites plan. Park sites when purchased by the city shall be purchased at the developer's acreage cost plus a prorated cost of improvements.

(d) Schools. The location and size of schools shall be in accordance with the city school sites plan and with the requirements of the school district.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-11)

§ 10.02.013. Variances.

When an owner/subdivider can show that a provision of these regulations would cause unnecessary hardship if strictly adhered to and where, because of some condition peculiar to the site, in the opinion of the city council a departure may be made without destroying the intent of such provisions, the city council may authorize a variance.
(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-12)

§ 10.02.014. Penalty.

Any person violating this article or any portion thereof shall upon conviction be guilty of a misdemeanor and shall be assessed a fine of not less than one dollar nor more than $2,000.00, and each day that such violation continues shall be considered a separate offense and punishable accordingly.

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(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-13)

§ 10.02.015. Severability.

If any section, subsection, sentence, clause or phrase of this article is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this article shall not be affected thereby, it being the intent of the city council in adopting this article that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this article.
(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-14)

§ 10.02.016. Effective date.

This article shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provide.
(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, sec. 70-15; 2007 Code, ch. 70, app. 1, sec. 11)

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ARTICLE 10.03
STANDARD STREET SPECIFICATIONS AND CONSTRUCTION DETAILS IN SUBDIVISIONS

§ 10.03.001. Subdivider financial responsibility and duty.

Each subdivider shall, at his own expense and cost, pay for constructing all residential streets within his subdivision.
(Ordinance 91-1, adopted 1/13/92; 2007 Code, sec. 66-40)

§ 10.03.002. Street paving strength requirements.

A seven-inch thickness of concrete pavement on a compacted subbase shall be required unless otherwise approved by the City Engineer. The concrete must have a 28-day compressive strength of 3,000 pounds per square inch (ppsi). All steel reinforcing shall be deformed No. 3 bars on 18-inch centers both ways.
(Ordinance 91-1, sec. 1, adopted 1/13/92; 2007 Code, sec. 66-41)

§ 10.03.003. Stabilization of the subgrade.

Subgrade stabilization must be six inches thick with hydrated lime. This shall be spread uniformly and sprinkled to the proper moisture content. The soil, lime and water shall be mixed until a homogenous product is obtained that is free of clods and lumps. The mixture shall be immediately rolled and compacted to 95 percent of standard proctor density.
(Ordinance 91-1, sec. 2, adopted 1/13/92; 2007 Code, sec. 66-42)

§ 10.03.004. Paving width requirements.

The width of all residential streets shall be no less than 28 feet between both faces. The minimum right-of-way requirement shall be no less than 50 feet.
(Ordinance 91-1, sec. 3, 1/13/92; 2007 Code, sec. 66-43)

§ 10.03.005. Pavement slopes (traverse).

The traverse pavement slope shall consist of a parabolic curve from the pavement centerline to the curb. The crown of the curve shall be one-fourth-inch per one foot of street width above the curb level grade.
(Ordinance 91-1, sec. 4, adopted 1/13/92; 2007 Code, sec. 66-44)

§ 10.03.006. Sawed dummy joints; expansion joints.

(a) Sawed dummy joints (traverse) shall be required and shall not be more than 20 feet apart.

(b) Longitudinal sawed dummy joints shall be required when concrete is poured in a continuous width of 20 feet or more. The longitudinal dummy joints shall be located at the centerline of the total width.

(c) Expansion joints shall be placed at distances no greater than 600 feet.
(Ordinance 91-1, sec. 5, adopted 1/13/92; 2007 Code, sec. 66-45)

§ 10.03.007. Street arrangement.

(a) All streets shall be laid out so that they intersect at right angles with a maximum tolerance of plus or minus five percent.

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(b) Culs-de-sac shall not be longer than 1,000 feet from the nearest intersecting street unless otherwise approved by the City Engineer due to topographic or other property constraints and shall provide a turnaround having an outside roadway diameter of at least 100 feet in areas zoned SF2 and SF3. Culs-de-sac shall not be longer than 3,000 feet in areas zoned SF1.

(Ordinance 91-1, sec. 6, adopted 1/13/92; 2007 Code, sec. 66-46)

§ 10.03.008. Speed limits.

Speed limits on residential streets shall be no more than 30 mph. The subdivider shall at his own expense provide and install speed limit signs.

(Ordinance 91-1, sec. 7, adopted 1/13/92; 2007 Code, sec. 66-47)

§ 10.03.009. Street names.

All streets must be named and the names must be approved by the city council.

(Ordinance 91-1, sec. 8, adopted 1/13/92; 2007 Code, sec. 66-48)

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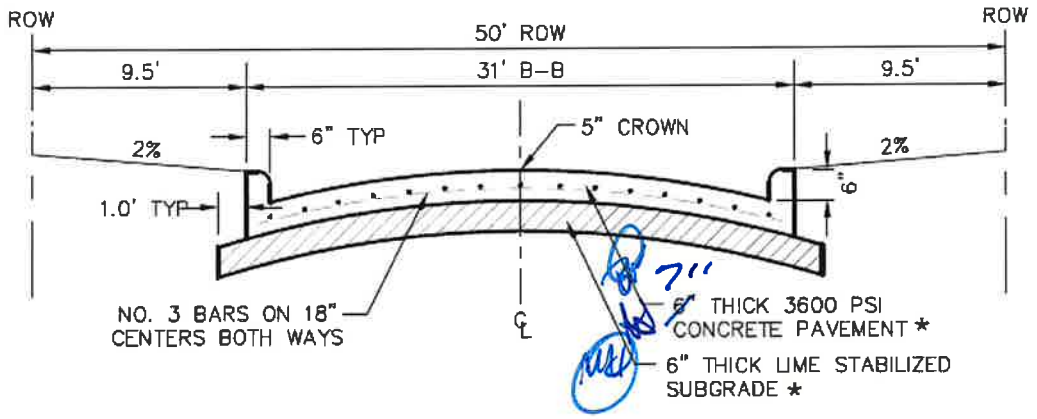
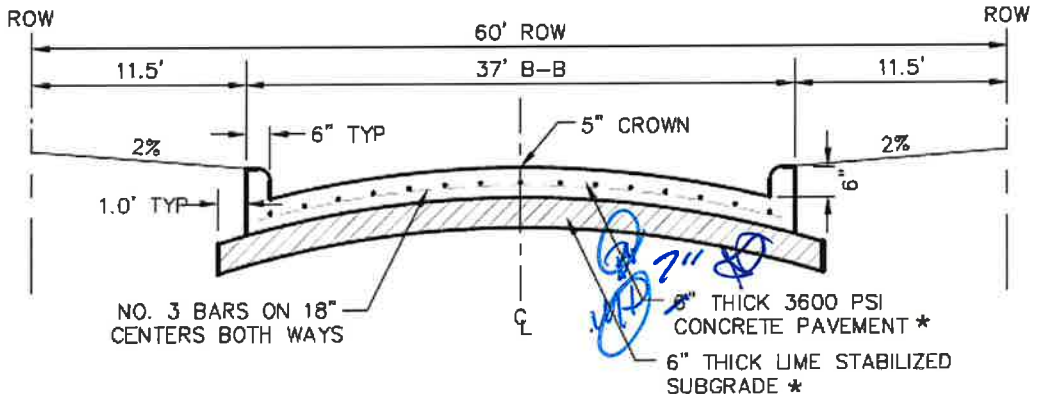
EXHIBIT E
STREET SECTIONS



PARABOLIC STREET SECTION (LOCAL STREETS)

NTS

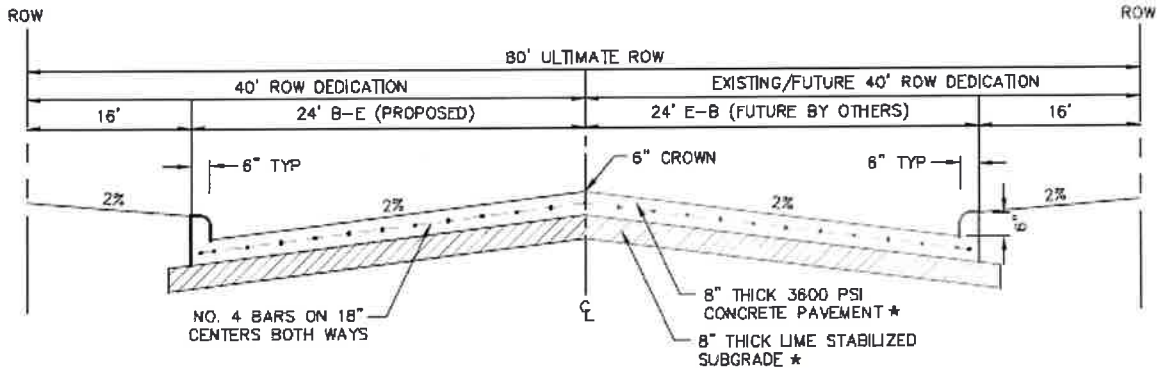
* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



PARABOLIC STREET SECTION (COLLECTOR STREETS)

NTS

* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



EDWARDS ROAD/LEAGUE ROAD
PROPOSED STREET SECTION

NTS

NOTE: *THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.

EXHIBIT F
ENGINEERING STANDARDS

10 Attachment 1

APPENDIX 1
ENGINEERING AND CONSTRUCTION STANDARDS FOR STREETS AND DRAINAGE, WATER AND SEWER SYSTEMS

Section 1. Definitions pertaining to this section, Appendix 1, Engineering and construction standards

The following words, terms and phrases, when used in this appendix, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building setback line. The line on a plat delineating the nearest point to which buildings may be located to a street line, alley line or building lot line.

City. The City of McLendon-Chisholm, Texas.

Dead-end street. A street, other than a cul-de-sac, with only one outlet.

Engineer. A person duly authorized under the provisions of the Texas Engineering Practice Act, as heretofore or hereafter amended, to practice the profession of engineering, and when reference is made to the city engineer, the designation means either an engineer directly employed by the city or the city's engineering consultants, as the case may be.

Inspector. A person duly authorized by the city who may be employed by the city or by the city's engineering consultants, as the case may be, and designated to inspect any portion or all of the construction performed in the subdivision either on a part-time or full-time basis. His duties shall consist of inspecting all work during construction and/or after completion to determine compliance with the plans, specifications and subdivision regulations, with authority to stop the work during construction for non-completion, if the work is defective.

Local residential or minor street. A public thoroughfare which is intended primarily to serve as access to residential property within a neighborhood interior or limited residential district and is not aligned or located to attract other than limited local traffic movements.

Lot. An undivided tract or parcel of land having frontage on a public street and which is, or in the future, may be offered for sale, conveyance, transfer or improvement as a building site; which is designated as a distinct and separate tract.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 1)

Section 2. Policy

(a) Approval of city. It shall be unlawful for any owner of land to lay out, subdivide, plat or replat any land into lots, blocks and streets within the city, or within the extraterritorial jurisdiction of the city without the approval of the city council. It shall be unlawful for any such owner or agent to offer for sale or sell property therein or thereby, which has not been laid out, subdivided, platted or replatted with the approval of the city council.

(b) Design standards. Typical cross sections shall be shown on the plat of the type and width of paving proposed for the streets. Curbs and gutters, pavement types and drainage structure design standards of the city, per this development agreement, shall be used, subject to the approval of the city council and the city's engineer.

(c) Completion and inspection. Once the final plat has been approved by the city council, the filing of final plats will not be permitted until the streets have been completed and inspected by the city or a bond of an equivalent amount of money placed in escrow to cover the cost of the streets and utility installation.

(d) Recording required. The final approval of a final plat of a subdivision shall be invalid unless such approved plat of such subdivision is recorded in the office of the county clerk within 1 year after the date of its final approval by the city council.

(e) Building permits, utility connections. No building permit nor any water, sewer, plumbing or electrical connections shall be issued by the city to the owner or any other person with respect to any property in any subdivision covered by this article until:

(1) Such time as the developer and/or owner has complied with the requirements of this article and the final plat regarding improvements with respect to the block facing the street and/or streets on which the property abuts, including the installation of streets with proper base and paving, curb and gutter, alleys, water and sewer services and drain facilities where necessary, all according to the specifications of the city; or

(2) Until the developer and/or owner files a corporate surety bond with the city in a sum equal to the cost of such improvements for the designated area guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 2)

Section 3. Street improvements and oversizing

(a) When a proposed subdivision of land abuts on both sides of an existing standard road, or on one side of said road, being substandard according to the then-existing current Texas Department of Transportation Standard Specifications, the developer shall be

required to improve the existing road, to bring the same to the Texas Department of Transportation Standards, or replace it with a standard city street at no cost to the city. If the proposed subdivision is located along only one side of a substandard road, and when in the city council's judgment, it is not feasible to reconstruct said substandard road at the time of the development of said subdivision, the city council may permit the developer to pay into escrow an amount equal to 115 percent of the cost of said improvements as a condition of the approval of the final plat of the subdivision. If the proposed subdivision is located along a state road, which is

considered substandard, the developer shall be required to escrow funds for the cost of improvements for curb and gutter and storm drainage. State roads shall include St. Hwy. 205, FM 550 and FM 1139. The amount of the escrow shall be determined by the city engineer and shall be payable prior to construction of the subdivision streets and utilities. When funds have been provided and placed in escrow with the city for the development of a substandard road, and the road is reconstructed by a party other than the escrowing developer and at no cost to the city, the escrowed funds and accrued interest, if any, shall be refunded to the developer after completion and acceptance of the improvements. Where in its judgment, the public convenience and welfare will be substantially served and the appropriate use of the neighboring property will not be substantially injured, the city council may, in specific cases, at a regular meeting of the city council, and subject to appropriate conditions and safeguards, authorize special exceptions to these regulations in order to permit reasonable development and improvement of property where the literal enforcement of these regulations would result in an unnecessary hardship.

(b) All new roads within proposed subdivisions shall, at minimum be built to a width and design which will adequately serve that subdivision. In addition, when required by the city in the interest of the community, the developer may be required to build larger streets to the width shown on the thoroughfare plan. Streets which dead-end at power lines, railroads, or similar right-of-way, which are intended for future extension across these rights-of-way, shall be constructed in right-of-way for half the distance across the rights-of-way. Where streets are adjacent to undeveloped land and the property line is normally the centerline of the street, the developer shall provide right-of-way of sufficient width and shall construct paving a minimum width of 27 street width feet, if deemed necessary by city engineer or traffic planner. In the event the street and/or railroad crossing has been constructed or is being constructed by others, the developer shall pay his pro-rata share of the improvements. Escrow or pro-rata shall be payable prior to construction of streets and utilities.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 3)

Section 4. Off-site access roadways

[Deleted]

Section 5. Street lighting

Developer shall be required to provide streetlights in all new subdivisions. Lights will be

the equivalent of 175-watt mercury vapor streetlights located at entrances, intersections and cul-de- sac with exceptions to be approved by the city council. All collector and thoroughfare, or commercial streets, shall have high-pressure sodium vapor fixtures with wattage of 250 to 400 watts as directed by the city. In some instances, greater wattage may be required by the city. The city reserves the right to inspect the street lighting construction. Initial cost of installation and cost of operation and maintenance shall be paid to the local utility company. Maintenance and operation costs shall be the responsibility of the city upon acceptance by the city.

Section 6. Street signs

The developer of a subdivision shall at his expense install street signs to the city specifications prior to any building permits being issued for this subdivision. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 6)

Section 7. Inspection of construction by city personnel

All inspection of construction and verification of compliance to the plans and specifications shall be conducted by the city's staff under the direction of the engineer. Streets are included in this inspection requirement. The developer shall advise all of his construction contractors of this requirement. No development will be accepted by the city until all construction has been approved by the city's staff. The developer shall be responsible for any additional expense to the city, at a rate established by the city, at any time when inspection is done after normal business hours of the city, or when the improvements built will be privately owned. The developer will be responsible for furnishing to the city the original reproducible engineering drawings corrected to show "as-built" conditions before any utility improvements will be accepted. Building permits will not be issued until all public or required improvements are accepted by the city, unless in the opinion of the city engineer, issuance of building permits prior to completion will not be detrimental to the city. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 7)

Section 8. Street system

(a) General. The street system, including the street layout, shall be in accordance with generally accepted engineering practices and in compliance with the comprehensive plan, the zoning ordinances, the subdivision regulations and other applicable regulations and ordinances. The plans and specifications, design computation, and other applicable data shall be submitted to the city for review. The subgrade materials will be tested in accordance to the standard specifications for construction, unless otherwise approved by the city. In general, the soils testing will include the testing of Atterburg limits. Lime stabilization of the subgrade will be required if the plasticity index (P.I.) is 15 or above. Lime stabilization or concrete stabilization may be required for soils showing a P.I. of 15 or less. Construction shall not commence prior to approval of the plans and specifications by the city. All changes during construction shall be submitted to the city engineer for

approval prior to any construction modifications.

(b) Street arrangement. Unless otherwise approved by the city, provisions shall be made for the extension of existing major arterials, collector streets and those residential streets which may be necessary to provide circulation with adjacent areas. The street arrangements shall conform with the intent of the thoroughfare plan as adopted by the city. Adequate collector streets shall be provided for the circulation of traffic throughout the development. Residential streets shall be provided to accommodate local area use within the development. Off-center street intersections will not be approved except under unusual circumstances. A minimum distance of 150 feet shall be provided for off-center street intersections unless approved by the city engineer. On major arterial streets the city may require distances greater than 150 feet for off-street intersections. Curvilinear streets are permissible and encouraged in residential areas.

(c) Horizontal curve limitations. The minimum radii at the centerline of the street shall be in accordance with Table 8.1.

Table 8.1 Minimum Radii Requirements at the Centerline of Streets

Type of Street	Minimum Radius in Feet
Residential Street	200

(d) Block lengths. In general, streets shall be provided at such intervals as to serve cross traffic adequately and to intersect with existing streets. Where no existing plats control, the blocks shall be not more than 1,600 feet in length or less than 300 feet in length except in unusual cases. Block arrangements must provide access to all lots, and in no case shall a block interfere with traffic circulation.

(e) Street intersections. More than two streets intersecting at one point shall be avoided except where it is otherwise impractical to secure a proper street system. Where several streets converge at one point, setback lines, special rounding or cut-off corners and/or a traffic circle may be required to ensure safety and to facilitate traffic movement. When possible, arterial and collector streets shall intersect other arterial and collector streets at an angle of 90 degrees. Arterial and collector street intersections shall have property line corner radii with a minimum tangent distance of 30 feet. Residential streets shall have as the property line corner the point of intersection of intersecting streets. In all cases the curb radii at intersections shall have a minimum radius of 20 feet as well as a minimum tangent distance of 20 feet measured from the face of the curb. In all cases of streets that intersect at angles other than 90 degrees, the city may require radii that in the city's judgment best serve the situation.

(f) Relation to adjoining streets. The system of streets designated for the development must, except in unusual cases, connect with streets already dedicated in adjacent developments. Where no adjacent connections are platted, the streets must be the reasonable projection of streets in the nearest subdivided tracts and must be continued to the boundaries of the tract development so that other developments may eventually

connect with the proposed development. Strips of land controlling access to or egress from other property or any street having the effect of restricting or damaging the adjoining property for development or subdivision purposes or which will not be taxable or accessible for special improvements shall not be permitted in any development unless such reserve strips are conveyed to the city in fee simple. When such access is needed to maintain permanent city-owned utilities, the roadway will be an improved right-of-way. If the utilities are temporary, an improved easement may be approved.

(g) Dead-end streets, culs-de-sac. Culs-de-sac or courts or similar dead-end streets may be permitted where the form or contour of the land or the shape of the property make such street design appropriate. Such culs-de-sac, courts or places shall provide proper access to all lots and shall generally not exceed 1,000 feet in length, and a cul-de-sac shall be provided at the closed end with a minimum right-of-way radius of 50 feet. The minimum right-of-way for streets and culs-de-sac are as set forth in Table 8.2.

Table 8.2 Minimum Right-of-Way Requirements	
Type of Street	**Minimum Right-of-Way in Feet**
Residential	50
Culs-de-sac	50**

The required right-of-way for state highways and streets may exceed this minimum right-of-way standard.

** The right-of-way radius in the cul-de-sac section shall be a minimum of 50 feet.

(h) Street grades. Thoroughfare streets may have a maximum grade of five percent, unless the natural topography is such as to require steeper grades, in which case a seven and one-half percent grade may be used for a maximum continuous distance of 200 feet. Collector streets may have a maximum grade of seven and one-half percent. Residential streets may have a maximum grade of ten percent, unless otherwise approved by the city where the natural topography is such as to require steeper grades. All streets must have a minimum grade of at least five-tenths of one percent. Centerline grade changes with an algebraic difference of more than one percent shall be connected with vertical curves in compliance with the minimum length requirements set forth in Table 8.1.

(i) Pavement design. Pavement design shall be in accordance with good engineering practice. All streets shall be constructed from Class "C" concrete. Pavement shall be reinforced with No. 3 bars at 18-inch centers in both directions. Minimum concrete thickness of pavement shall be six inches for residential and minor collector streets which are not subject to heavy truck or equipment traffic. The design speed shall be in accordance with the following tables:

Table 8.3 Minimum Length of Vertical Curves–In Feet

Crest Vertical Curves

Algebraic Difference In Grade – Percent	Design Speed		
	30 MPH	40 MPH	50 MPH
1.0	100	100	100
2.0	100	110	170
3.0	100	165	225
4.0	120	220	340
5.0	150	275	425
6.0	180	330	510
7.0	210	385	595
8.0	240	440	680
9.0	270	495	765
10.0	300	550	850

Sag Vertical Curves			
Algebraic Difference In Grade–Percent	Design Speed		
	30 MPH	40 MPH	50 MPH
1.0	100	100	100
2.0	100	110	150
3.0	105	165	225
4.0	140	220	300
5.0	175	275	375
6.0	210	330	450
7.0	245	385	525
8.0	280	440	600
9.0	315	495	675
10.0	350	550	750

Table 8.4 Maximum Design Speeds for Thoroughfares and Streets

Type of Street	Maximum Design Speed
Residential Streets	30 Miles Per Hour

The subgrades shall be compacted and finished to a smooth uniform surface. Subgrades of native material which have a Plasticity Index (P.I.) of 15 or more shall be lime stabilized to a minimum depth of six inches. The lime stabilization shall be used for the full width of the street, back of curb to back of curb, plus one foot on each side. The minimum lime content shall be six percent of the dry weight of the material.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 8)

Section 9. Drainage and storm sewers

Adequate drainage shall be provided within the limits of the subdivisions and drainage design and improvements shall be shown on the plat. The protection of adjoining property and downstream properties shall be considered in the review of plans submitted. An application for approval of a preliminary plan or final plat may be denied if adequate provisions are not clearly displayed within the content of the application.

(1) Size. Sizing of inlets, storm sewers, out falls, culverts and drainage ditches will be based on the following:

Design storm. The design storm will be based on rainfall intensity-frequency data published by the U. S. Weather Bureau, Technical Paper 25. Pipe storm sewers and streets carrying storm will be designed with a combined capacity to carry the 50-year storm. Storm drainage systems with an emergency overflow will be designed to carry the 50-year storm. Bridges will be designed with a low point two feet above the 50-year storm line. Storm drains with no emergency overflow will be designed to carry the 100-year storm.

Runoff computations. To determine the runoff rates for the various areas, the standard rational method will be used, utilizing the formula Q=CIA, where Q
= rate of runoff in cubic feet per second, C = runoff coefficient, I = rainfall intensity for the particular duration in inches per hours, and A = the drainage area in acres.

Drainage areas will be arrived at by considering location of high and low points on street grades, drainage divides in the area, and general configuration of existing and finished grades.

Runoff coefficient. The runoff coefficient which considers the character of the land use and the imperviousness of the drainage area shall be determined from the zoning map or master plan for the city. The runoff coefficient for the appropriate land uses shall be as follows:

Commercial areas: 0.90

Industrial areas: 0.85

Residential areas: 0.50

Apartment areas: 0.80

Park areas: 0.35

Paved areas: 0.90.

(2) Time of concentration. The time of concentration will be calculated by determining the longest route the runoff will follow and dividing this length by the average velocity (FPS) of the water from the following chart:

Description of	Slope in Percent

Watercourse	0- (ft./sec.)	4–7 (ft./sec.)	8–11 (ft./sec.)	12–15 (ft./sec.)
Woodlands	1.0	2.0	3.0	3.5
Pastures	1.5	3.0	4.0	4.5
Cultivated	2.0	4.0	5.0	6.0
Pavements	5.0	12.0	15.5	18.0

Minimum time of concentration for residential is 15 minutes

(3) Sizing of sewers. Sewers shall be sized to carry the discharge (Q) derived from the above formula. Capacity of storm sewers will be determined by the use of Manning's formula on the basis of hydraulic gradients rather than the physical slope of the pipe. Minimum size of the storm sewer shall be 18 inches or equivalent.

(4) Sizing and spacing of inlets. Inlets shall be spaced so that maximum spread of water will provide one dry traveling lane on major and secondary thoroughfares, and major and secondary streets. Inlets will be provided at all sag points in gutter gradient. On thoroughfares, all inlets shall be recessed a minimum of 18 inches from the face of curb, and curbs shall be tapered to the inlet. Inlets will be sized using an allowable capacity of one cubic foot per second of opening for a throat height of seven and one-half inches.

(5) Manholes. Manholes (inlets or junction boxes) shall be provided at main sewer intersections, and at a maximum of 500 feet on straight lines. Design of manholes shall conform to city standards. Storm pipe can be designed using curves.

(6) Inlets. Design of inlets shall conform to city standards.

(7) Pipe. Pipe for storm drains shall be concrete pipe in sizes as shown on the approved plans. All pipe shall be reinforced concrete pipe (RCP), ASTM C76, Class 3. Where, in the opinion of the city building official or engineer, added strength of pipe is needed for traffic loads over minimum cover or for excessive height of backfill, concrete sewers may be used for storm sewers 36 inches and larger.

(8) Ditches. Drainage ditches, where approved by the city council, may be used for outfalls to natural or major drainage channels. Ditches shall have a minimum grade of not less than one-tenth percent and side slopes not steeper than 2:1, unless side slopes are paved.

(9) Out falls. Out falls from sewers and ditches into natural drainage ways shall enter at the grade of the natural drainage channel. If necessary, drop type outfall structures shall be used to prevent erosion.

(10) Major drainage ways and structures. Design of major drainage ways through a subdivision and major structures, such as box culverts or bridges, across a

major drainage channel, shall be coordinated with the county flood-control district, if such exists.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 9)

Section 10. Water service

An approved water service plan from a municipal water supply, rural water supply corporation, municipal utility district, or privately owned water system or individual wells shall be furnished. The location of all fire hydrants must be clearly shown. Fire hydrants shall only be placed on line of adequate size and pressure to provide fire water per state standards or city standards. Water sources to fill fire trucks may be required in the subdivision. Verification must be provided by letter from the applicable water supplier, accompanied by a copy of the minutes of the board and/or other corporate approval, which certifies that the water supply and proposed meter/water distribution system are sufficient in quality, quantity, and pressure to adequately meet the future needs of the inhabitants of the proposed subdivision. The minimum standards consist of six inch lines-looped.

(1) Water lines. Water systems shall be of sufficient size to furnish adequate domestic water supply, to furnish fire protection to all lots, and to conform with any master water plan of the city. All water mains shall generally be constructed in street rights-of-way.

(2) Pipe. Pipe shall be in accordance with Blackland requirements.

(3) Size. Pipe shall be in accordance with Blackland requirements.

(4) Fittings. Fittings shall be in accordance with Blackland requirements.

(5) Fire hydrants. Fire hydrants shall be in accordance with Blackland requirements.

(6) Embedment. Embedment shall be in accordance with Blackland requirements.

(7) Pressure test. Pressure test shall be in accordance with Blackland requirements.

(8) Disinfection. Disinfection shall be in accordance with Blackland requirements.

(9) Modeling analysis requirements.

(A) A water distribution modeling analysis shall be performed by the

applicable water supplier and submitted to the city engineer for review and approval with submittal of engineering plans of the final plat. In addition, once the fire hydrants are installed and pressurized, an independent testing laboratory shall field verify the residual pressure and flow required per the International Fire Code, as adopted by the city. The test results shall be submitted to the city engineer for review and comment as a part of the plat review process.

(B) All subdivisions within the city and the city's extraterritorial jurisdiction shall require a water distribution modeling analysis from the applicable water supplier's engineer demonstrating the water supplier's ability to provide water in sufficient volume and pressure for domestic use and fire protection. The modeling analysis must, at a minimum, depict adding the proposed subdivision's normal water demand in addition to providing model runs per IFC requirements of one (1) hour fire flow and demonstrating how this will affect the operation and performance of the existing water distribution system. The modeling analysis shall be submitted concurrently with the engineering plan review to the city engineer for review and approval.

(Ordinance 2007-11, ex. A, adopted 7/23/07; Ordinance 2009-07, sec. 1, adopted 10/27/09; 2007 Code, app. 1, sec. 10; Ordinance 2016-02 adopted 1/26/16)

Section 11. Sanitary sewers

The plan for sewage disposal must be shown; sanitary sewer facilities shall be provided to adequately service the subdivision and conform with the master sanitary sewer plan for the city and comply with the TCEQ rules and the city engineer or building official.

(1) Pipe. All sewer pipe in sizes 30 inches and smaller shall be plastic sewer pipe. All sewer pipe in sizes 36 inches and larger shall be plastic pipe. Sewer pipes may be curved in accordance with minimum radius recommendations per pipe manufacturers recommendations.

(2) Size. A minimum of eight-inch sewer pipe shall be specified, except that six-inch lines will be acceptable only on short lines less than 600 feet and serving a maximum of 25 lots.

(3) Pipe joints. All sanitary sewer pipe joints shall be of the pre-molded type conforming to A.S.T.M. Designation C425.

(4) Location. Wherever possible, sewers shall be located in street rights-of-way. Otherwise they shall be located in alleys or easements and shall be a minimum of four feet deep from top of pipe to finish grade.

(5) Grades. Grades and appurtenances of sanitary sewers shall conform to the

requirements of TCEQ rules and the city. The following are the minimum slopes which should be provided; however, slopes greater than these are desirable:

Sewer Size	Minimum Slope In Feet (Per 100 Feet)
6 inch	0.60
8 inch	0.40
10 inch	0.28

Sewer Size	Minimum Slope In Feet (Per 100 Feet)
12 inch	0.22
15 inch	0.15
18 inch	0.12
21 inch	0.10
24 inch	0.08
27 inch	0.067
30 inch	0.058
36 inch	0.046

(6) Manholes. Manholes shall be provided at all changes in grades, sewer intersections, and at a maximum of 500 feet.

(7) Infiltration. Prior to acceptance, sanitary sewers shall be subject to leakage tests. The outward or inward (exfiltration or infiltration) shall not exceed 300 gallons per inch of pipe diameter per mile per day for any section of the system. The use of a television camera or other visual methods for inspection prior to placing the sewer in service is recommended.

(8) Lift stations. All lift stations shall be designed and constructed with two or more sewage pumps with total capacity of twice the design maximum flow. Detailed design data, plans and specifications of the pumps shall be submitted to the city engineer or building official prior to the purchase and installation of the pumps.

(9) Force mains. All force mains shall be PVC or plastic pipe, Class 150, unless otherwise specified, with rubber gasket joint, and shall have a cement mortar lining of the "Enamaline" type or approved equal. At design average flow, a cleansing velocity of at least two feet per second shall be maintained. An automatic air relief valve shall be placed at high points in the force main to prevent air locking.

(10) Septic tanks. Septic systems may be permitted to serve residences in the city until such time as the septic system fails and a sewage collection system is

accessible to the residence or structure. Septic systems shall be installed according to TCEQ rules and specifications and shall be in compliance with such rules and specifications at all times.

(11) Water service. Water services shall be in accordance with Blackland requirements.

(12) Sewer service. Sanitary sewer service lines shall be a minimum of four inch, shall meet the same requirements for sanitary sewers described above, shall be constructed from the main to the lot property line using wyes and necessary bends, and shall have a minimum cover at the property line of four feet, and a maximum depth of six feet.

CITY OF MCLENDON-CHISHOLM 128 S. H. 205 ROCKWALL, TEXAS 75032 PRELIMINARY PLAT CHECKLIST

Copies: 10 copies required plus Letter of Transmittal

Fees: _____

Filing: At least 10 but not more than 21 calendar days prior to P & Z Meeting

[Sufficient number of copies of Preliminary Plat, Letter of Transmittal, completed application form, and check in appropriate amount must be submitted at least 10 days prior to Planning and Zoning Commission meeting prior to placement on Planning and Zoning Commission agenda. If filed within 10 days, the application will be considered as having been filed on the 21st day preceding the next succeeding meeting of the Commission.]

1. _____ 10 legible prints furnished to City.
2. Letter of Transmittal (10 copies) furnished with preliminary plat application stating:
   a) _____ type of street surfacing *N/A - shown on preliminary engineering plans
   b) _____ drainage *N/A - shown on preliminary engineering plans
   c) _____ soil test report results
   d) _____ sanitary facilities *N/A - shown on preliminary engineering plans
   e) _____ proposed water supply *N/A - shown on preliminary engineering plans
   f) _____ name and address of property owner/agent and engineer
3. _____ Drawn to scale, 1" - 200'
4. _____ Scale, date, and north point shown
5. _____ Legal description
6. Existing Features inside subdivision
   a) _____ existing boundaries lines of land to be subdivided
   b) _____ bearings and distances shown
   c) _____ location of existing watercourses, railroads and drainage/transportation features
   d) _____ location and width of existing streets, alleys, easements, pipelines, watercourses, existing water and sewer mains
7. Existing Features outside subdivision
   a) _____ names and property lines of adjoining property owners
   b) _____ names and locations of adjacent subdivisions, streets, easements, pipelines, watercourses, and existing water and sewer mains
8. New Features inside subdivision
   a) _____ Proposed name of subdivision

b) _____ location, right-of-way width and names of proposed streets
c) _____ width and depth of all lots
d) _____ location of building lines, alleys and easements
e) _____ location and size of sites for schools, churches, parks and special land uses
f) _____ location and size of areas to be dedicated to public or reserved for common use by owners in subdivision
g) _____ approximate acreage of property to be subdivided
h) _____ any proposed utility plant
i) _____ proposed use of any land/areas not within boundaries of lots or rights-of-way

9. Compliance with zoning regulations and/or proposed zoning (for subdivisions within City limits)
a) _____ proposed uses satisfy zoning use regulations
b) _____ all lots meet minimum lots size requirements
c) _____ all lots meet frontage, depth and width requirements
d) _____ building setback lines meet front, rear, and side-yard setbacks
e) _____ meets minimum dwelling size requirements
f) _____ meets lot coverage requirement
g) _____ meets off-street and covered parking requirements

10. _____ Proposed streets and alleys conform to comprehensive, traffic and thoroughfare plan
11. _____ Typical cross-sections of streets and location and width of sidewalks *N/A - shown on preliminary engineering plans
12. _____ Locations of floodplains shown
13. _____ Compliance with drainage requirements shown
14. _____ Approval block for Mayor and City Secretary

*This list is reference material and does not supersede any city ordinance.

CITY OF MCLENDON-
CHISHOLM 128 S. H. 205
ROCKWALL, TEXAS 75032
FINAL PLAT CHECKLIST

Copies: 10 legible prints and the original tracing of final plat required (24" × 36"); if more than one sheet is required, an index sheet of maximum size of 18" × 27" shall be filed showing entire subdivision.

Fees: _____

Filing: At least 10 but not more than 21 calendar days prior to P & Z Meeting

[Sufficient number of copies of Final Plat, completed application form, and check in appropriate amount must be submitted at least 10 days prior to Planning and Zoning Commission meeting prior to placement on Planning and Zoning Commission agenda. If filed within 10 days, the application will be considered as having been filed on the 21st day preceding the next succeeding meeting of the Commission.]

1. _____ 10 legible prints and original tracing with index sheet furnished to City
2. _____ All items required on preliminary plat shown on final (final plat also to show compliance with all items required for preliminary plat, without change)
3. _____ Plat prepared by registered surveyor, bears surveyor's seal
4. _____ Drawn to scale, 1"–100'
5. _____ Date, scale, north point, subdivision title, and name, address and seal of engineer shown
6. _____ Legal description
7. _____ Monuments and control points shown with description and location of all permanent survey monuments and control points. Suitable primary control points shall be referred. Dimensions to be shown in feet and decimals of a foot.
8. _____ Key map showing relation of subdivision to well-known streets in all directions for at least one (1) mile
9. _____ Dedications and certificates: certificate of dedication for all parks, public facilities and easements to be shown to the public use forever, signed by all owners and acknowledged before notary public.
10. Copy of subdivision covenants and deed restrictions showing creation of permanent homeowner's association
11. _____ Waiver of claim for damages against City occasioned by establishment of grades or alteration of surface of existing streets and alleys
12. Existing Features inside subdivision
    a) _____ existing boundaries lines of land drawn in heavy
    b) _____ accurate bearings and distances shown
    c) _____ location of existing watercourses, railroads and drainage/transportation features
    d) _____ true bearings and distances to nearest established street lines, official monuments, or subdivision corners
    e) _____ location and width of existing streets, alleys, easements, rights-of-way, buildings and structures to be maintained
    f) _____ topographical information with contour lines at 5-foot intervals *N/A - shown on preliminary plat
    g) _____ accurate location of property/subdivision in reference to county deed records (volume and page of recorded instrument in county records)
13. Existing Features outside subdivision (all lines outside of subdivision

_____ boundaries to be dashed)

a) _____ names and property lines of adjoining subdivisions and property owners

b) _____ references to plat or deeds of adjoining properties

c) _____ names and locations of adjacent streets, alleys, easements, watercourses

14. _____ Lines and names of all proposed streets, alleys and easements

15. _____ Streets, alleys and easements comply with engineering and construction standards (Appendix 1, Subdivision Regulations)

16. _____ Streets and alleys show complete curve data (Delta, Length, Radius, Tangent, Point of Curve, Point of Reverse Curve, Point of Tangent) shown on the centerline on each side of street; length and bearings of all tangents; dimensions from all angle points and points of curve to an adjacent side lot line

17. Streets to conform to major street plan (horizontal and vertical alignments and width, designed so as to discourage high-speed traffic)

a) _____ local street right-of-way width minimum 50'

b) _____ collector street right-of-way width minimum 60'

c) _____ minor arterial street right-of-way width minimum 80'

d) _____ major arterial street right-of-way width minimum 100'

e) _____ street alignments (without curves) not more than 5 degrees deflection

f) _____ street curves (major, reverse, and verticals) conform to City standards

g) _____ dead-ends, culs-de-sac comply with length, radius and turnaround requirements

h) _____ street intersections widths in compliance with established criteria

i) _____ street reserves (for future dedications, etc.) shown

j) _____ street names comply with established criteria

18. _____ Compliance with street plan in relation to adjoining street system shown and avoidance of street jogs shown.

19. _____ For large-lot subdivisions, consideration given to future street openings and access to future lots

20. _____ Location of all fire hydrants shown *N/A - shown on engineering plans

21. _____ Lot sizes conform to minimum sizes established in zoning regulations. Proper shape, square footage, frontage, all setbacks, width and depth shown

22. _____ All lots have street or right-of-way access

23. _____ Lots are consecutively numbered within each block

24. _____ Building lines meet setbacks

25. _____ Alleys conform to established requirements, re: width, intersections, no dead-ends, and are shown where required

26. _____ Easements show compliance with established criteria (size location, use, utilities underground, preservation of major trees shown)

27. _____ Watercourses and Easements: drainage easements will be provided covering all land within the subdivision that is subject to inundation by a 50-year storm. Lots adjacent to a major watercourse must show minimum finish floor elevations of two feet above the calculated 100- year base flood elevation.

28. _____ Floodplains must be shown on plat and show that no structure or septic system is to be built below 50-year flood line

29. _____ Adequate provision for drainage of stormwater, rainfall runoff, and floodwater shown

30. _____ Drainage facilities conform to design specifications and standards and are located in rights-of-way or perpetual unobstructed easements

31. _____ Proper certificate of Mayor and City Secretary shown

32. _____ Maintenance bond furnished of at least one percent (1%) of total street and alley construction costs

33. _____ Approval block for Mayor and City Secretary

*This document is reference material and does not supersede any city ordinance.

EXHIBIT G
SEWER STUDY

REPORT ON WASTEWATER IMPROVEMENTS FOR FUTURE DEVELOPMENT IN THE CITY OF MCLENDON-CHISHOLM FOR THE SLOAN TRACT, COMMERCIAL TRACTS ALONG S.H. 205, SCHOOL SITE AND RESIDENTIAL SUBDIVISION NEAR SCHOOL SITE

PREPARED BY LARRY J. FREEMAN, P.E. #29907

FREEMAN-MILLICAN, INC.

TEXAS REGISTERED ENGINEERING FIRM F-2827

January 14, 2025

Mr. Stephen Davis, Executive Vice President of Land Solutions SV, LLC (the Developer) has completed construction of the improvements for the Sonoma Verde subdivision including a total of 1,095 residential lots located in McLendon Chisholm, Texas. The Developer asked Freeman-Millican, Inc. to analyze the existing wastewater facilities currently serving the Sonoma Verde Subdivision in order to determine the upgrades and/or additional facilities needed to provide wastewater service for the future developments discussed in this report.

Evaluation of Existing Lift Stations and Force Mains

Freeman-Millican, Inc. reviewed documents that were available related to the existing lift station and force main currently serving the Sonoma Verde Subdivision.

Lift Station No. 1 is located near Via Toscana Lane and has a design capacity of 580 gpm. The location of the lift station is shown on Figure No. 1.

Lift Station No. 1 pumps into an existing 8" diameter force main which discharges into the North Texas Municipal Water District Metering facility near FM 550 and Rabbit Ridge Road and then into a gravity sewer located along FM 550 from the Metering facility to the Buffalo Creek Interceptor. The existing 8" force main is 27,000 feet in length and the gravity portion is both 12" and 15" sewers. The location of the 8" force main and gravity sewers is shown on Figure No. 2. The plans for the gravity sewers are in Appendix B.

Actual wastewater flow rates were measured for the Sonoma Verde subdivision and the data provided indicated the average flow rate per residential lot was 240 gallons per day and the peak flow rate was calculated as 3.1 times the average flow rate. Using the measured flow data, the existing Lift Station No. 1 and existing 8" force main, have a current capacity to serve 1,122 residential lots, which provides an additional capacity for 27 future lots.

An on-site visit to Lift Station No. 1 revealed that the facility is currently operating as designed. The operator stated that the pumps are running normally and the facility manages to meet the flows coming into the station. The on-site generator, according to the operator, is functioning as designed. Attached in Appendix C is the pump and lift station information for Lift Station No. 1.

Future Developments / Service Areas

The Developer is planning to develop an additional ~314-acre tract of land (the Sloan Tract) as a residential subdivision adjacent to the Sonoma Verde subdivision. The location of the Sloan Tract is shown on Figure No. 1. According to information provided by the Developer, the Sloan tract will include 820 lots.

The City of McLendon-Chisholm has a commercially zoned area along FM 205 (shown on Figure No. 2) that will be developed in the future by others. The equivalent number of lots represented by this commercial area of approximately 25 acres was estimated using data based on TCEQ Requirements 30TAC Chapter 217 Subchapter B which shows that the flow rate from Offices and similar facilities is 20 gpd which is 20% of the residential flow rates. Using 3 lots per acre and multiplying the flow rate by 20%, shows an equivalent flow rate of 15 residential lots.

The City of McLendon-Chisholm has a School Site and another area along FM 550 near City Hall that is zoned for residential development. An equivalent number of forty (40) lots are set aside for the School Site and 360 lots are set aside for the residential development for a total of 400 additional lot equivalents.

Therefore, the following chart shows the total number of lots for each of the tracts in the service area that need to be provided with wastewater service.

Tract Description	Equivalent Number of Lots
Sonoma Verde	1,095
Sloan Tract	820
Commercial	15
School Site	65
Residential Area Near School Site	335
Total	2,330

Future Flow Rates

As previously noted, actual wastewater flow rates were measured and the average flow rate per residential lot was 240 gallons per day and the peak flow rate was calculated as 3.1 times the average flow rate. The calculated flow rate values for each of the tracts in the service area are shown in the table below.

Tract	Number of Equivalent Lots	Average Flow Rate Gallons Per Minute	Peak Flow Rate Gallons Per Minute
Sonoma Verde	1,095	182.5	566
Sloan Tract	820	136.7	424
Commercial	15	2.5	8
School Site	65	10.8	34
Residential Area Near School Site	335	55.8	173
Total	2,330	388.3	1,205

The flows from existing Sonoma Verde Development (1,095 lots), the Sloan Tract (820 lots), and the Commercial Tract (15 lots) will flow to Lift Station No. 1 with a total flow of 998 gpm.

The flows from the 400 lot equivalents from the School Site and the residential area near the School Site will be served by a future lift station / force main (to be constructed by others) that will ultimately connect to the force main along FM 550 with a total flow of 207 gpm.

Recommended Improvements

To provide service to the total 2,330 lots the following will be required:

- Install a new 8" parallel force main, in the ROW of FM 550, from the existing Lift Station to the existing NTMWD flow meter near the intersection of FM 550 and Rabbit Ridge. See the Pump Curve labeled "Sonoma Verde Existing Lift Station Parallel 8" FM" in Appendix D.
- Portions of the existing gravity sewer from the NTMWD Meter to Buffalo Creek Interceptor will need to be increased to meet the increased flows. Install 1,260 feet of parallel 12" gravity sewer in the ROW of FM 550 in locations where the existing 12" gravity sewer has inadequate capacity. Six (6) new manholes, an aerial crossing and boring under Rabbit Ridge Road will be required and will be located in the ROW of FM 550. The existing 15" gravity sewer just upstream has enough capacity for this additional flow.
- The future lift station and force main for the School Site and residential area near the School Site will need to be constructed by others at the time those tracts are developed. Evaluation of those facilities is beyond the scope of this report.

The total estimated costs for the required facilities are as follows:

8" Parallel Force Main	$3,186,950
Parallel 12" Sewer and Manholes	$ 325,000
TOTAL	**$3,811,950**

The detailed cost estimates are provided in Appendix A. These cost estimates reflect the available information from contractors and equipment suppliers.

Gravity sewers and/or lift stations and force mains may also be needed in each Subdivision as they are developed. Design of these facilities is beyond the scope of this report.

APPENDIX A

COST ESTIMATES

Sonoma Verde 8" Force Main
Engineer's Estimate of Probable Construction Cost

7/30/2024

Item	Description	No. of Units	Units	Unit Cost	Total Cost
1	Mobilization	1	EA	25000	$ 25,000.00
2	8" PVC Force Main by Open Cut	17000	LF	75.00	$ 1,275,000.00
3	8" PVC Force Main by Bore with Encasement	100	LF	300.00	$ 30,000.00
4	8" PVC Force Main by Bore without Encasement	100	LF	150.00	$ 15,000.00
5	8" PVC Force Main by Open Cut	9600	LF	75.00	$ 720,000.00
6	8" PVC Force Main by Bore with Encasement	100	LF	300.00	$ 30,000.00
7	8" PVC Force Main by Bore without Encasement	100	LF	150.00	$ 15,000.00
8	8" Valve	2	EA	7,500.00	$ 15,000.00
9		0	EA	12,000.00	$ -
10	Fittings	5000	LB	12.00	$ 60,000.00
11	Pavement Relacement	70	SY	250.00	$ 17,500.00
12	Temporary Electrical	1	EA	5,000.00	$ 5,000.00
13	Temporary Gravel Road	1	EA	25,000.00	$ 25,000.00
14	Odor Control Units	1	EA	25,000.00	$ 25,000.00
15	Fence Repair	1	LS	30,000.00	$ 30,000.00
16	Water Service Repair	10	EA	1,500.00	$ 15,000.00
17	Sodding	12000	SY	5.00	$ 60,000.00
18	Crush Stone for Trench Stability	100	CY	100.00	$ 10,000.00
19	Trench Safety	27000	LF	2.00	$ 54,000.00
20	SWPPP	1	LS	25,000.00	$ 25,000.00
	Subtotal				$2,451,500
	Project Contingency and Engineering (30%)				$735,450
	Total Probable Construction Cost				**$3,186,950**

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
LARRY J. FREEMAN, P.E. NO. 29907 ON JULY 30, 2024

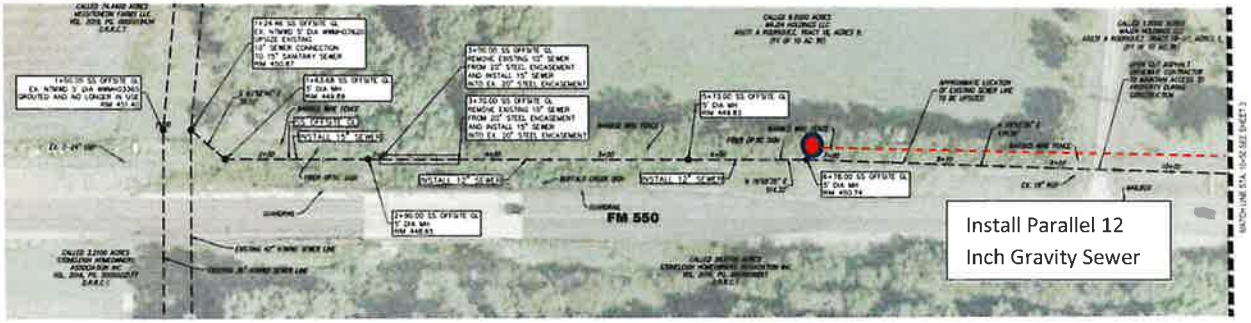
Sonoma Verde Gravity Sewer on FM 550
Engineer's Estimate of Probable Construction Cost

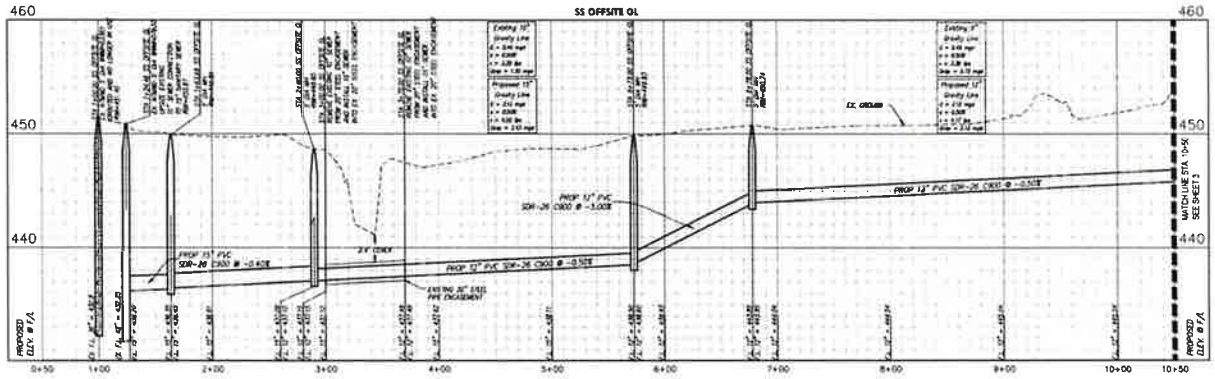
9/16/2024

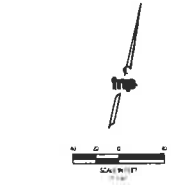
Item	Description	No. of Units	Units	Unit Cost	Total Cost
1	Mobilization	1	EA	10000	$ 10,000.00
2	12 PVC Gravity Sewer by Open Cut	1260	LF	114.00	$ 143,640.00
3	12" PVC Gravity Sewer by Bore with Encasement	40	LF	300.00	$ 12,000.00
4	12" PVC Gravity Sewer by Bore without Encasement	40	LF	200.00	$ 8,000.00
5	Manholes	6	EA	9,700.00	$ 58,200.00
6	Fence Repair	1	LS	1,220.00	$ 1,220.00
7	Connections to Existing Manholes	6	EA	4,800.00	$ 28,800.00
8	Crush Stone for Trench Stability	20	CY	73.50	$ 1,470.00
9	Trench Safety	1260	LF	2.25	$ 2,835.00
10	SWPPP	1	LS	4,000.00	$ 4,000.00
	Subtotal				$ 270,165.00
	Project Contingency and Engineering (20%)				54,833.00
	Total Probable Cost				$ 324,998.00

APPENDIX B

GRAVITY SEWER IMPROVEMENTS



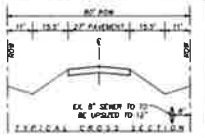




LEGEND

- EX. ROADWAY ASPHALT
- PROP. SANITARY SEWER LINE
- PROP. SANITARY SEWER MANHOLE
- EX. OVERHEAD ELECTRIC
- EX. SEWER LINE
- FLOODPLAIN
- PROP. STEEL ENCASEMENT

CAUTION !! CAUTION !! CAUTION !!



NOTES

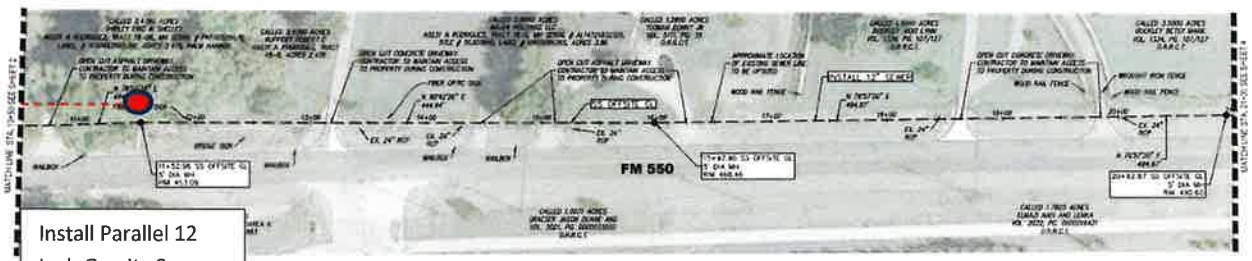
1. CONTRACTOR TO REPLACE ALL DRIVEWAYS, FENCES, CULVERTS, SIGNS, POLES, FENCES, MAILBOXES, AND ALL OTHER ITEMS AFFECTED BY CONSTRUCTION. ACCESS TO EACH PROPERTY WILL BE MAINTAINED DURING CONSTRUCTION.

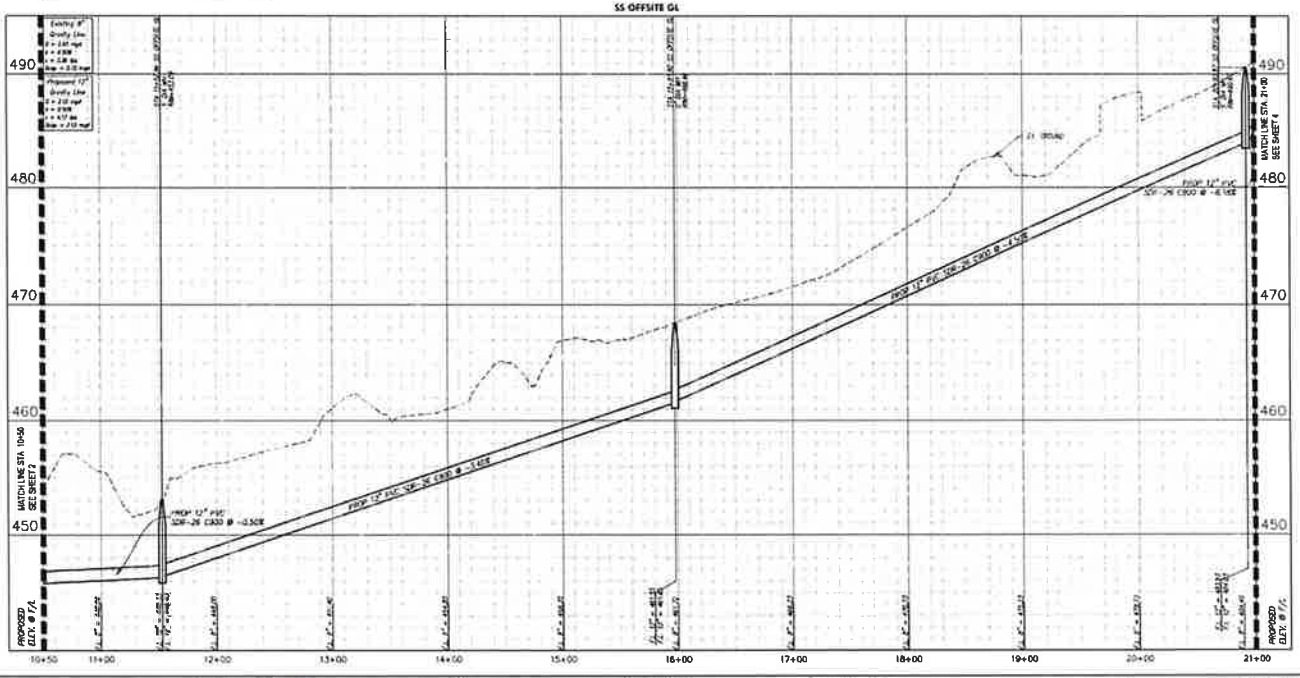
Texas 811

KEY MAP PLAN

	tnp	teague nall and perkins, inc			City of McLendon-Chisholm FM 550 SEWER SANITARY SEWER PLAN AND PROFILE - GRAVITY LINE SHEET 1 OF 3

Sheet 2





LEGEND

- EX. ROADWAY ASPHALT
- PROP. SANITARY SEWER LINE
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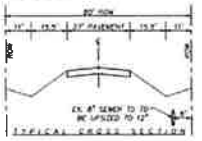
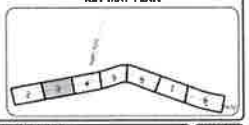


NOTES:

1. CONTRACTOR TO REPLACE ALL DRIVEWAYS, PIPES, CULVERTS, SIGNS, POLES, FENCES, MAILBOXES, AND ALL OTHER ITEMS AFFECTED BY CONSTRUCTION. ACCESS TO EACH PROPERTY MUST BE MAINTAINED DURING CONSTRUCTION.

Texas 811

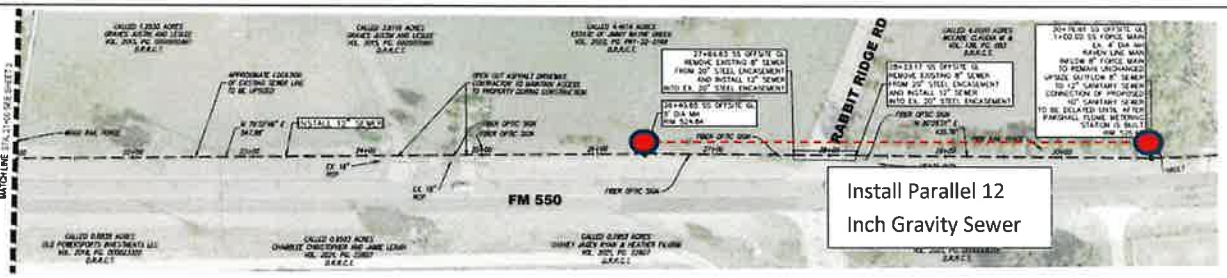
KEY MAP PLAN

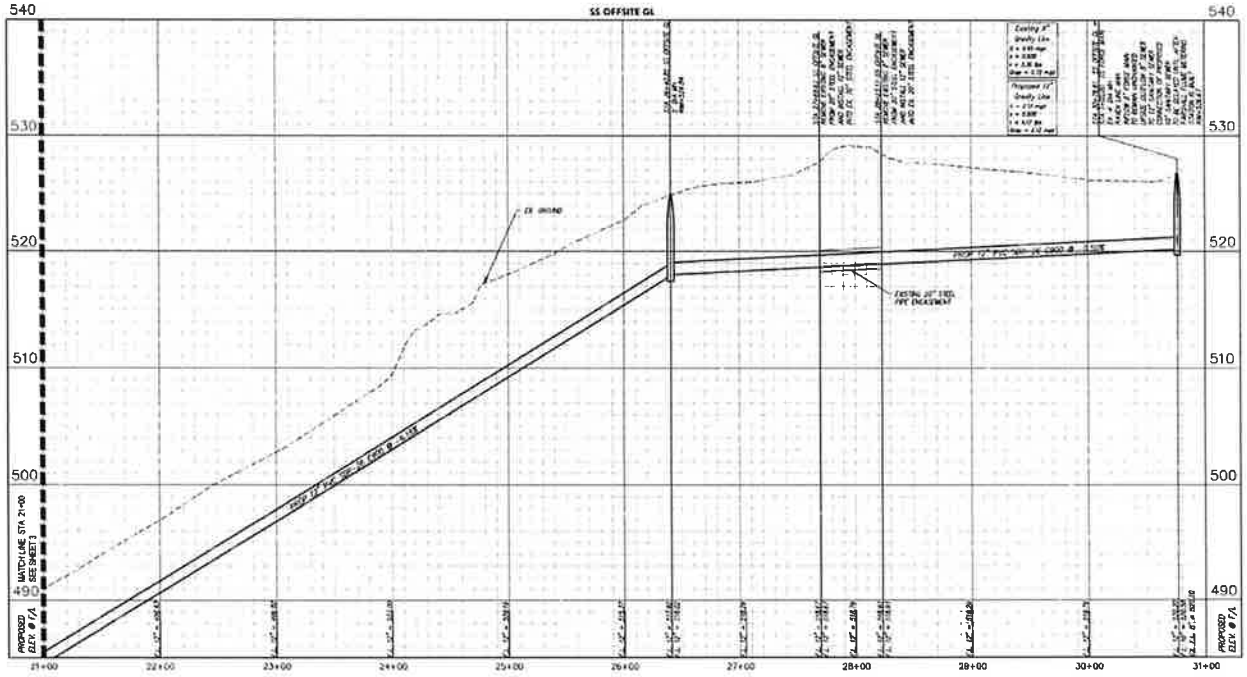


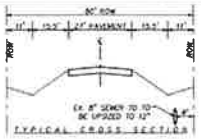
tnp

teague nall and perkins, inc

City of McLendon-Chisholm	
Improvements for	
FM 550 SEWER	
SANITARY SEWER PLAN AND PROFILE - GRAVITY LINE SHEET 2 OF 3	sheet 3





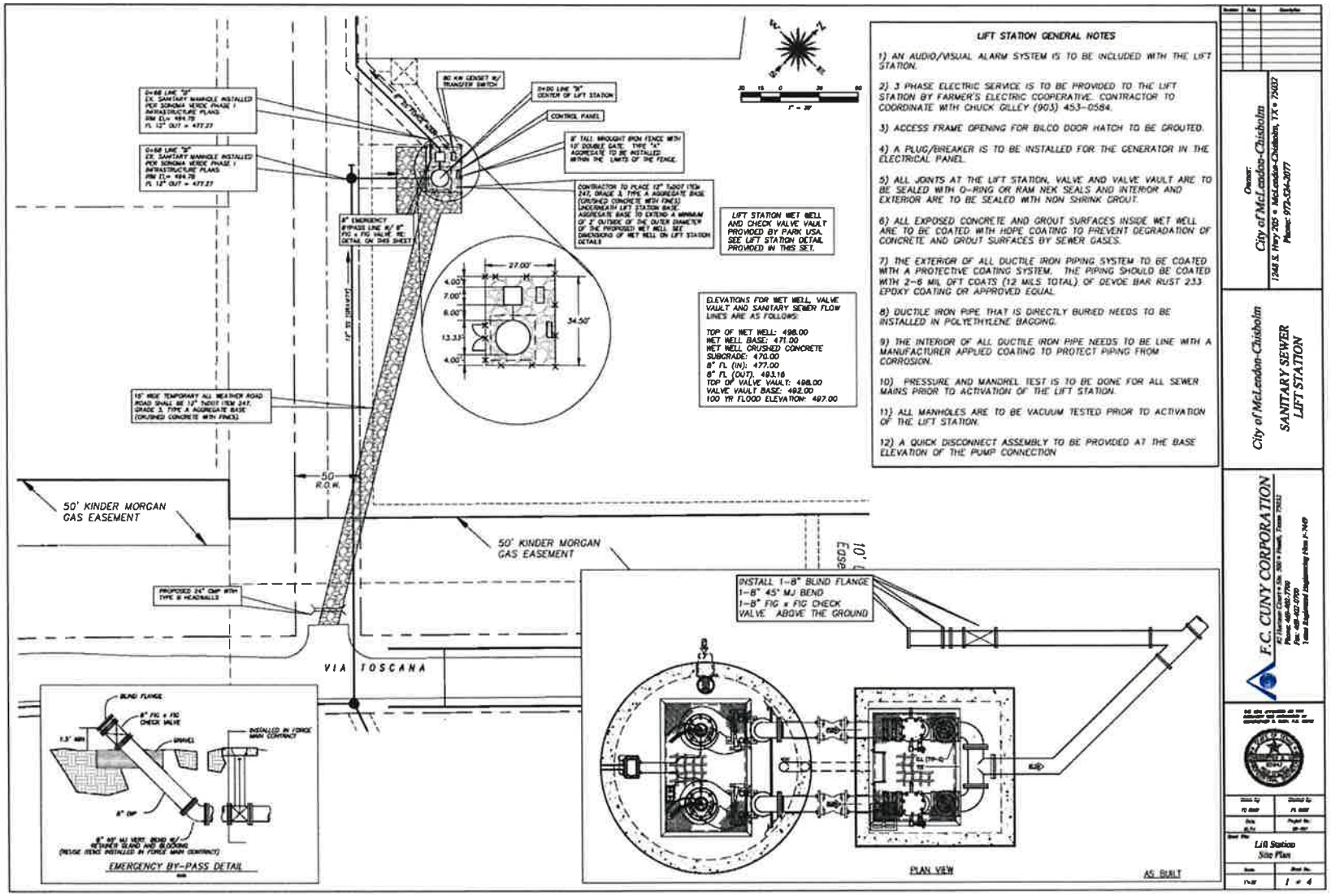


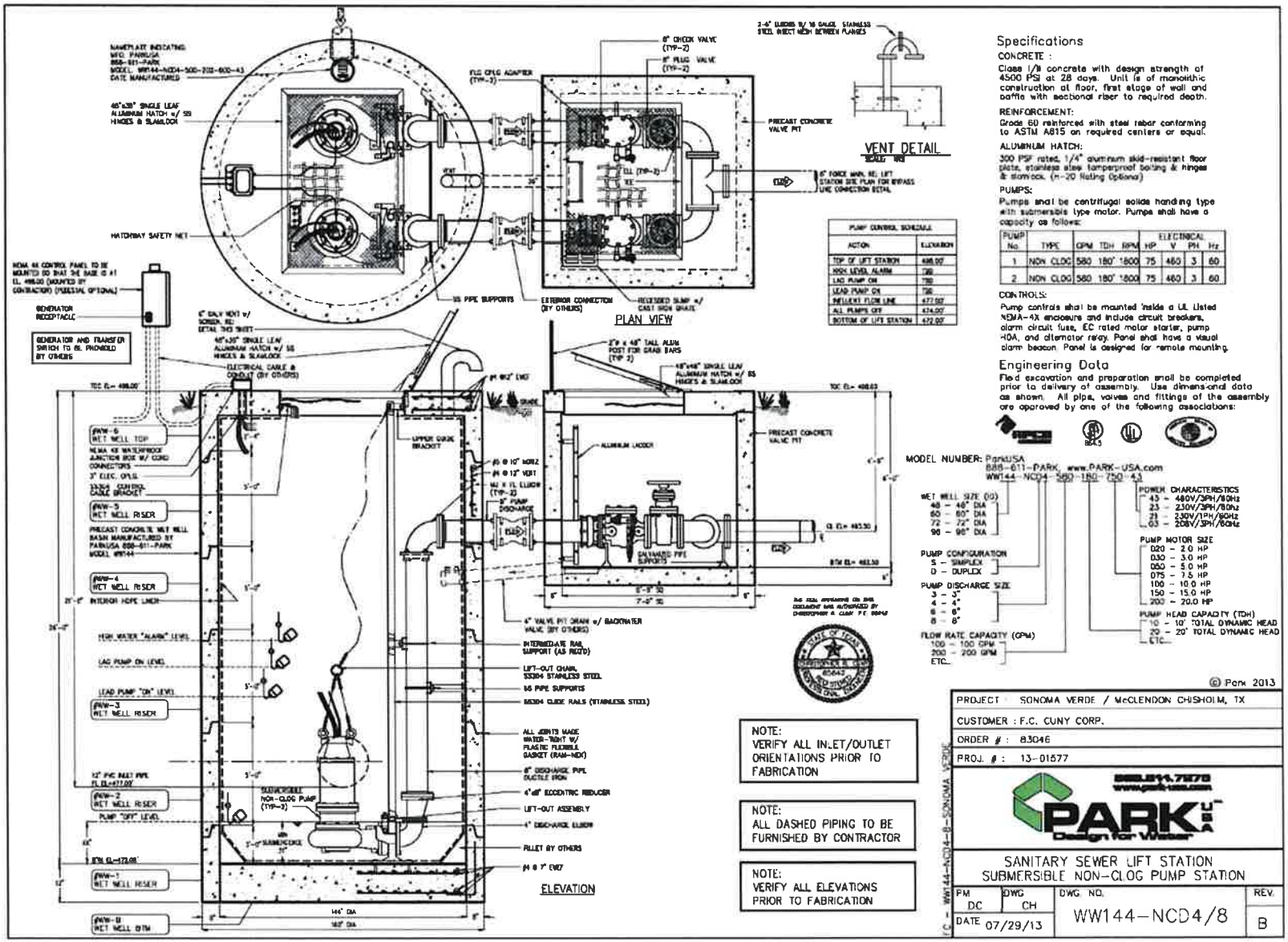
KEY MAP PLAN

no.	revision	by	date	tnp	teague nall and perkins, inc	scale: 1" = 40' / 1" = 4'	City of McLendon-Chisholm FM 550 SEWER SANITARY SEWER PLAN AND PROFILE - GRAVITY LINE SHEET 3 OF 3 sheet 4

APPENDIX C

EXISTING LIFT STATION NO. 1 INFORMATION


LIFT STATION GENERAL NOTES
1) AN AUDIO/VISUAL ALARM SYSTEM IS TO BE INCLUDED WITH THE LIFT STATION.
2) 3 PHASE ELECTRIC SERVICE IS TO BE PROVIDED TO THE LIFT STATION BY FARMER'S ELECTRIC COOPERATIVE. CONTRACTOR TO COORDINATE WITH CHUCK GILLEY (903) 453-0584.
3) ACCESS FRAME OPENING FOR BILCO DOOR HATCH TO BE GROUTED.
4) A PLUG/BREAKER IS TO BE INSTALLED FOR THE GENERATOR IN THE ELECTRICAL PANEL.
5) ALL JOINTS AT THE LIFT STATION, VALVE AND VALVE VAULT ARE TO BE SEALED WITH O-RING OR RAM NEK SEALS AND INTERIOR AND EXTERIOR ARE TO BE SEALED WITH NON SHRINK GROUT.
6) ALL EXPOSED CONCRETE AND GROUT SURFACES INSIDE WET WELL ARE TO BE COATED WITH HOPE COATING TO PREVENT DEGRADATION OF CONCRETE AND GROUT SURFACES BY SEWER GASES.
7) THE EXTERIOR OF ALL DUCTILE IRON PIPING SYSTEM TO BE COATED WITH A PROTECTIVE COATING SYSTEM. THE PIPING SHOULD BE COATED WITH 2-6 MIL DFT COATS (12 MILS TOTAL) OF DEVOE BAR RUST 233 EPOXY COATING OR APPROVED EQUAL.
8) DUCTILE IRON PIPE THAT IS DIRECTLY BURIED NEEDS TO BE INSTALLED IN POLYETHYLENE BAGGING.
9) THE INTERIOR OF ALL DUCTILE IRON PIPE NEEDS TO BE LINE WITH A MANUFACTURER APPLIED COATING TO PROTECT PIPING FROM CORROSION.
10) PRESSURE AND MANDREL TEST IS TO BE DONE FOR ALL SEWER MAINS PRIOR TO ACTIVATION OF THE LIFT STATION.
11) ALL MANHOLES ARE TO BE VACUUM TESTED PRIOR TO ACTIVATION OF THE LIFT STATION.
12) A QUICK DISCONNECT ASSEMBLY TO BE PROVIDED AT THE BASE ELEVATION OF THE PUMP CONNECTION
ELEVATIONS FOR WET WELL, VALVE VAULT AND SANITARY SEWER FLOW LINES ARE AS FOLLOWS:
TOP OF WET WELL: 498.00
WET WELL BASE: 471.00
WET WELL CRUSHED CONCRETE SUBGRADE: 470.00
8" I.L. (IN): 477.00
8" I.L. (OUT): 483.16
TOP OF VALVE VAULT: 498.00
VALVE VAULT BASE: 492.00
100 YR FLOOD ELEVATION: 497.00
LIFT STATION WET WELL AND CHECK VALVE VAULT PROVIDED BY PARK USA. SEE LIFT STATION DETAIL PROVIDED IN THIS SET.
CONTRACTOR TO PLACE 12" THICK ITEM 247, GRADE 3, TYPE A AGGREGATE BASE (CRUSHED CONCRETE WITH FINES) UNDERNEATH LIFT STATION BASE. AGGREGATE BASE TO EXTEND A MINIMUM OF 2' OUTSIDE OF THE OUTER DIAMETER OF THE PROPOSED WET WELL. SEE DIMENSIONS OF WET WELL ON LIFT STATION DETAILS
6' TALL WROUGHT IRON FENCE WITH 10' DOUBLE GATE, TYPE "A" AGGREGATE TO BE INSTALLED WITHIN THE LIMITS OF THE FENCE.
CONTROL PANEL
80 KW GENSET W/ TRANSFER SWITCH
D+00 LINE "A" CENTER OF LIFT STATION
D+68 LINE "B" EX. SANITARY MANHOLE INSTALLED PER SONOMA VERDE PHASE I INFRASTRUCTURE PLANS RIM EL= 494.78 FL 12" OUT = 477.27
D+68 LINE "B" EX. SANITARY MANHOLE INSTALLED PER SONOMA VERDE PHASE I INFRASTRUCTURE PLANS RIM EL= 494.78 FL 12" OUT = 477.27
8" EMERGENCY BYPASS LINE W/ 8" FIG x FIG VALVE TIE DETAIL ON THIS SHEET
15' WIDE TEMPORARY ALL WEATHER ROAD ROAD SHALL BE 12" THICK ITEM 247, GRADE 3, TYPE A AGGREGATE BASE (CRUSHED CONCRETE WITH FINES)
50' R.O.W.
50' KINDER MORGAN GAS EASEMENT
50' KINDER MORGAN GAS EASEMENT
PROPOSED 24" CMP WITH TYPE II HEADWALLS
VIA TOSCANA
27.00'
34.50'
4.00'
7.00'
6.00'
13.33'
4.00'
INSTALL 1-8" BLIND FLANGE
1-8" 45° MJ BEND
1-8" FIG x FIG CHECK VALVE ABOVE THE GROUND
PLAN VIEW
AS BUILT
BLIND FLANGE
8" FIG x FIG CHECK VALVE
INSTALLED IN FORCE MAIN CONTRACT
8" DIP
EMERGENCY BY-PASS DETAIL
Owner:
City of McLendon-Chisholm
1348 S. Hwy 205 • McLendon-Chisholm, TX • 75032
Phone: 972-834-3077
City of McLendon-Chisholm
SANITARY SEWER
LIFT STATION
F.C. CUNY CORPORATION
Lift Station
Site Plan
1 of 4



Specifications

CONCRETE :

Class I/II concrete with design strength of 4500 PSI at 28 days. Unit is of monolithic construction at floor, first stage of wall and baffle with sectional riser to required depth.

REINFORCEMENT:

Grade 60 reinforced with steel rebar conforming to ASTM A615 or required centers or equal.

ALUMINUM HATCH:

300 PSF rated, 1/4" aluminum skid-resistant floor plate, stainless steel tamperproof bolting & hinges & stamlock. (H-20 Rating Optional)

PUMPS:

Pumps shall be centrifugal solids handling type with submersible type motor. Pumps shall have a capacity as follows:

PUMP No.	TYPE	GPM	TDH	RPM	ELECTRICAL HP	V	PH	Hz
1	NON CLOG	580	180'	1800	75	460	3	60
2	NON CLOG	580	180'	1800	75	460	3	60

CONTROLS:

Pump controls shall be mounted inside a UL listed NEMA-4X enclosure and include circuit breakers, alarm circuit fuse, EC rated motor starter, pump HOA, and alternator relay. Panel shall have a visual alarm beacon. Panel is designed for remote mounting.

Engineering Data

Field excavation and preparation shall be completed prior to delivery of assembly. Use dimensional data as shown. All pipe, valves and fittings of the assembly are approved by one of the following associations:

MODEL NUMBER: ParkUSA
888-611-PARK, www.PARK-USA.com
WW144 - NCD4 - 580 - 180 - 750 - 43

WET WELL SIZE (ID)
48 – 48" DIA
60 – 60" DIA
72 – 72" DIA
96 – 96" DIA

PUMP CONFIGURATION
S – SIMPLEX
D – DUPLEX

PUMP DISCHARGE SIZE
3 – 3"
4 – 4"
6 – 6"
8 – 8"

FLOW RATE CAPACITY (GPM)
100 – 100 GPM
200 – 200 GPM
ETC.

POWER CHARACTERISTICS
43 – 480V/3PH/60Hz
23 – 230V/3PH/60Hz
21 – 230V/1PH/60Hz
03 – 208V/3PH/60Hz

PUMP MOTOR SIZE
020 – 2.0 HP
030 – 3.0 HP
050 – 5.0 HP
075 – 7.5 HP
100 – 10.0 HP
150 – 15.0 HP
200 – 20.0 HP

PUMP HEAD CAPACITY (TDH)
10 – 10' TOTAL DYNAMIC HEAD
20 – 20' TOTAL DYNAMIC HEAD
ETC.

© Park 2013

PROJECT	SONOMA VERDE / McCLENDON CHISHOLM, TX
CUSTOMER	F.C. CUNY CORP.
ORDER #	83046
PROJ. #	13-01577

SANITARY SEWER LIFT STATION
SUBMERSIBLE NON-CLOG PUMP STATION

PM	DWG	DWG. NO.	REV.
DC	CH	WW144-NCD4/8	B
DATE 07/29/13			

APPENDIX D

PUMP CURVE FOR EXISTING LIFT STATION

Company:
Name: SONOMA VERDE
Date: 8/8/2013

Myers

Pump:

Size: 4VL/4VLX

Type: Non-clog
Synch speed: 1800 rpm

Speed: 1750 rpm
Dia: 13 in

Curve:

Impeller:

Specific Speeds:

Ns: ---
Nss: ---

Dimensions:

Suction: ---
Discharge: 4 in

Pump Limits:

Temperature: ---
Pressure: ---
Sphere size: 3 in

Power: ---
Eye area: ---

Pump Selection Warnings:

Selected motor does not meet sizing criteria.

Search Criteria:

Flow: 580 US gpm

Head: 180 ft

Secondary Operating Point: 930 US gpm, 163 ft

Fluid:

Water
Density: 62.37 lb/ft³
Viscosity: 1.105 cP

Temperature: 60 °F
Vapor pressure: 0.2563 psi a
Atm pressure: 14.7 psi a

NPSHa: ---

Motor:

Standard: NEMA
Enclosure: TEFC
Sizing criteria: sized by user

Size: 75 hp
Speed: 1800
Frame: 365T

— Data Point —

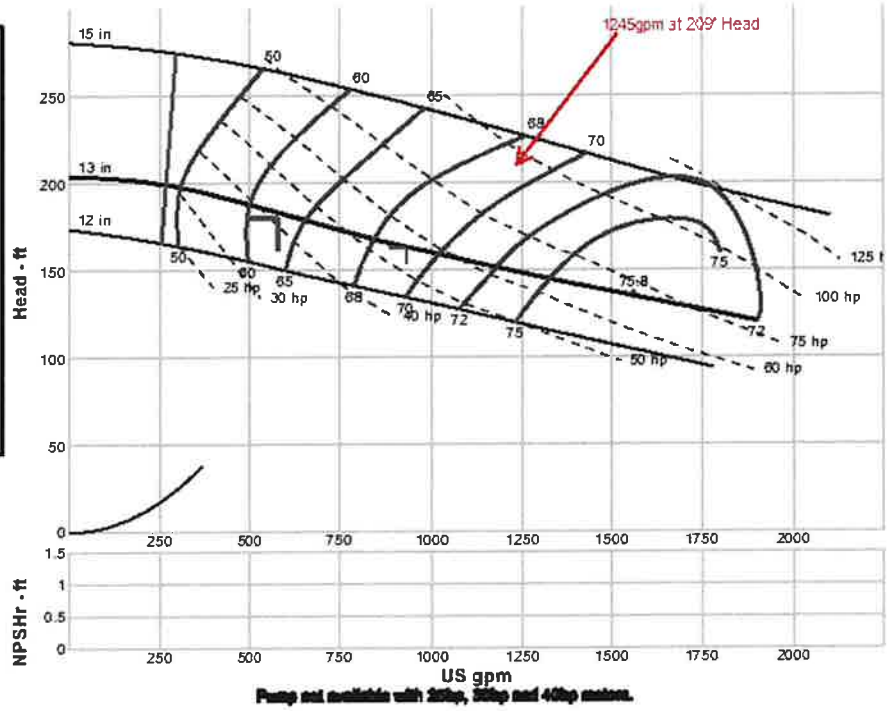
Flow:	580 US gpm
Head:	183 ft
Eff:	62.6%
Power:	42.8 hp
NPSHr:	---

— Design Curve —

Shutoff head:	204 ft
Shutoff dP:	88.4 psi
Min flow:	266 US gpm
BEP:	75.8% @ 1565 US gpm
NOL power:	80.5 hp @ 1900 US gpm

— Max Curve —

Max power:
139 hp @ 2101 US gpm



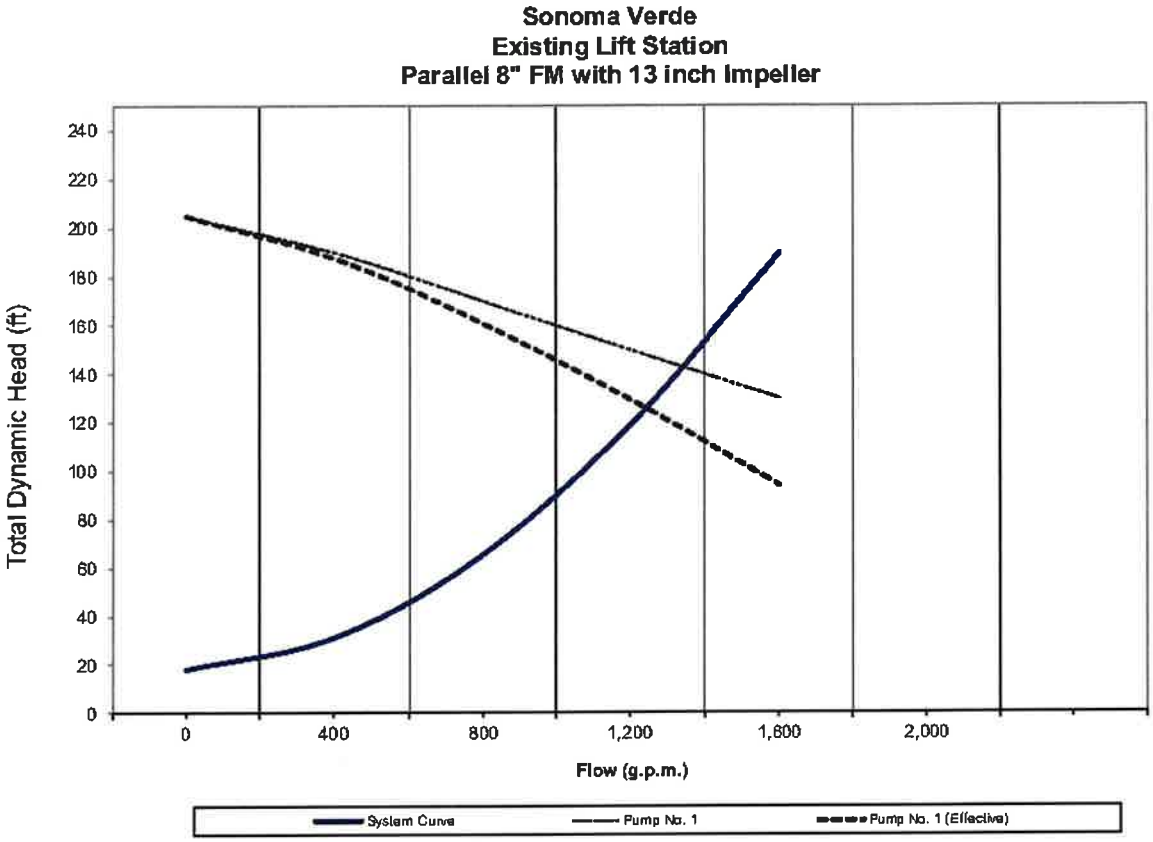
Pump not available with 25hp, 30hp and 40hp motors.

Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
696	1750	177	65.6	47.2	---
580	1750	183	62.6	42.8	---
464	1750	190	58.1	38	---
348	1750	196	52.2	32.6	---
232	1750	---	---	---	---

Myers MAPS 6.6

Selected from catalog: Myers 60Hz Vers: Nov 2009


Sonoma Verde
Existing Lift Station
Parallel 8" FM with 13 inch Impeller
Total Dynamic Head (ft)
240
220
200
180
160
140
120
100
80
60
40
20
0
0
400
800
1,200
1,600
2,000
Flow (g.p.m.)
System Curve
Pump No. 1
Pump No. 1 (Effective)

FIGURES

FIGURE NO. 1
EXISTING AND PROPOSED DEVELOPMENTS

Figure 2

Location of Existing and Proposed Force Mains

EXHIBIT H
EDWARDS ROAD IMPROVEMENTS

EXHIBIT I
TRAIL PLAN

THE STATE OF TEXAS

COUNTY OF ROCKWALL

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Rockwall County, Texas.

20250000003631 AGREEMENT
03/05/2025 01:22:19 PM Total Fees: $401.00

Jennifer Fogg, County Clerk
Rockwall County, TX