

Control Number: 46719



Item Number: 14

Addendum StartPage: 0



## TRANSMITTAL LETTER

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Public Utility Commission of Texas  
Central Records  
1701 N. Congress Avenue  
Suite 8-100  
Austin, TX 78701  
(512)936-7180

**Docket Number: 46719**

Please find enclosed 7 paper copies of the developers agreement indicating the necessity of transfer of CCN

I can be reached at (817)439-5931x112 or [tattanasio@haslet.org](mailto:tattanasio@haslet.org) for any additional information.

Thank you,

Travis N. Attanasio, P.E., CFM  
City Engineer  
City of Haslet, TX



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

CITY OF HASLET  
101 MAIN ST  
HASLET, TX 76052

Submitter: CITY OF HASLET

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Instrument #: D217065040

OPR

65

PGS

\$268.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D217065040

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



**CITY OF HASLET, TEXAS  
RESOLUTION NO. 006 - 2017**

**A RESOLUTION OF THE CITY OF HASLET, TEXAS APPROVING AND  
AUTHORIZING THE MAYOR TO EXECUTE THE "LE TARA  
DEVELOPMENT AGREEMENT" BETWEEN THE CITY OF HASLET,  
TEXAS, TRIPLE "T" FARMS, LTD., AND HWY 377 PARTNERS, LTD.**

**WHEREAS**, Triple "T" Farms, Ltd., a Texas limited partnership ("*Triple "T" Farms*") and the City of Haslet, Texas (the "*City*") are parties to that certain Le Tara Development Agreement effective September 10, 2007 and signed by the City on March 13, 2008 and by the Triple "T" Farms on April 1, 2008 (the "*Original Development Agreement*") governing property within Haslet Public Improvement District No. 1 (the "*Original District*") established by Resolution No. R902-07 approved on September 10, 2007; and

**WHEREAS**, on December 9, 2016, Triple "T" Farms submitted and filed with the City Secretary of the City of Haslet, Texas, a petition requesting that the City Council dissolve the Original District subject to the creation of a new public improvement district for the Le Tara development to be known as Haslet Public Improvement District No. 5 (the "*New District*"); and

**WHEREAS**, on December 9, 2016, by separate petition, Triple "T" Farms filed with the City Secretary of the City a petition (the "*New District Creation Petition*") requesting that the City Council create the New District to include the property described by metes and bounds and depicted in the exhibits to the New District Creation Petition; and

**WHEREAS**, City intends to dissolve the Original District and to create the New District; and

**WHEREAS**, the City Council now desires to approve the "Le Tara Development Agreement" between the City, Triple "T" Farms, and HWY 377 Partners, LTD (the "*Development Agreement*") for the New District, a copy of which is attached hereto as **Exhibit A** and is incorporated by reference for all purposes, and to terminate the Original Development Agreement; and

**WHEREAS**, upon full review and consideration of the Development Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof are in the best interests of the City and its citizens and should be approved, and that the Mayor should be authorized to execute the Development Agreement on behalf of the City and City staff should be authorized to take such actions as may be required to effect the purposes of the Development Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASLET, TEXAS AS FOLLOWS:**

**SECTION 1.** THAT the findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated herein.

**SECTION 2.** THAT the City Council has reviewed the terms and conditions of the Development Agreement and finds such terms and conditions to be acceptable and in the best interests of the City and its citizens, and the Development Agreement is hereby approved.

**SECTION 3.** THAT the Mayor is hereby authorized to execute the Development Agreement, for and on behalf of the City, and City staff is hereby authorized and instructed to take all such actions necessary to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents as shall in the judgment of the City Administrator be appropriate in order to effect the purposes of the foregoing resolution.

**SECTION 4.** This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HASLET, TEXAS, THIS THE 21<sup>st</sup> DAY OF FEBRUARY, 2017.**



Bob Golden

Bob Golden, Mayor  
City of Haslet, Texas

**ATTEST:**

Dianna Buchanan

Dianna Buchanan, City Secretary  
City of Haslet, Texas

THE STATE OF TEXAS	\$
	\$
COUNTIES OF TARRANT AND DENTON	\$

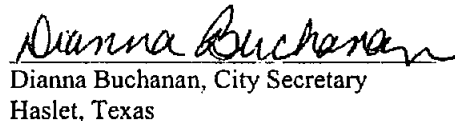
1. The City Council for the City convened in regular meeting on the 21st day of February, 2017 in the regular meeting place of the City Council at 105 Main Street, Haslet, Texas, 76052 and the roll was called of the duly constituted officials and members of said Council, to wit:

and all of said persons were present, except N/A, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting:

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

Mayor Golden present and not voting.

SIGNED AND SEALED on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.





## LE TARA DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between Triple "T" Farms, Ltd., a Texas limited partnership, HWY 377 Partners, LTD, a Texas limited partnership, and the City of Haslet, Texas, a Type A general law municipality of the State of Texas (the "City") approved by the City and effective on February 21, 2017 (the "Effective Date"). Triple "T" Farms, Ltd. is the "Owner" for purposes of the portion of the Property (hereinafter defined) owned by that entity. HWY 377 Partners, LTD is the "Owner" for purposes of the portion of the Property (hereinafter defined) owned by that entity.

### ARTICLE I RECITALS

WHEREAS, the Owner and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Triple "T" Farms, Ltd. and the City are parties to that certain Le Tara Development Agreement effective September 10, 2007 and signed by the City on March 13, 2008 and by Triple "T" Farms, Ltd. on April 1, 2008 (the "Original Development Agreement"), which agreement governed approximately 287 acres (the "Original Property"), which property is owned by Triple "T" Farms, Ltd and HWY 377 Partners, LTD as of the Effective Date of this Agreement; and

WHEREAS, the Parties agree that following the execution of this Agreement by the Parties, the Original Development Agreement shall be terminated and shall no longer be of any force or effect; and

WHEREAS, the Original Property is located within Haslet Public Improvement District No. 1 created by the City on September 10, 2007 (the "Existing PID"); and

WHEREAS, the City intends to dissolve the Existing PID and to create a new public improvement district encompassing the Property (hereinafter defined) on February 21, 2017; and

WHEREAS, Triple "T" Farms, Ltd. and HWY 377 Partners, LTD own the approximately 276.816-acre tract of land located in Tarrant County (the "County") and described by metes and bounds on Exhibit A and depicted on Exhibit B (the "Property"); and

WHEREAS, Triple "T" Farms, Ltd. and HWY 377 Partners, LTD also own the two tracts of land located in the County and described by metes and bounds and depicted on Exhibit A-1 and Exhibit B-1 (the "School Property"), which the owners intend to sell to the Northwest Independent School District, with the exception of the Public Safety Site defined in Article III, which will be dedicated to the City; and

WHEREAS, the School Property shall be governed by this Agreement and considered part of the defined term "Property" in this Agreement for the sole and limited purposes of applying the following provisions to the School Property: the gas well provisions in Section 2.2 and Section VI of the Development Regulations (hereinafter defined), the petroleum and gas fee provisions in



Article IV, the Public Safety Site dedication requirements in Article III, the Avondale-Haslet Road requirements in Section 6.4(c), and the annexation provisions of Article XI of this Agreement; and

WHEREAS, as of the Effective Date of this Agreement, the Property and the School Property are located wholly within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other city; and

WHEREAS, the Parties intend for the City to have and 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 to serve the Property, and that the County have and exercise no jurisdiction over such matters; and

WHEREAS, with the exception of the School Property, the Parties intend for the Property to be immune from full-purpose annexation until the City issues public improvement district bonds secured by assessments on the portion of the Property to be annexed as further described in Article XI of this Agreement; and

WHEREAS, the Parties intend for the City to annex the School Property immediately after the Parties enter into this Agreement; and

WHEREAS, the City is engaged in the process of obtaining the certificate of convenience and necessity ("CCN") from the Texas Commission on Environmental Quality ("TCEQ") to provide retail water service to the Property (PUC Docket No. 46719); and

WHEREAS, the City is a customer of Trinity River Authority and is able to provide retail sewer service to the property pursuant to that contract; and

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

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

WHEREAS, the Parties intend that the Owner will dedicate fee title to the City, and the City will own, operate and maintain those areas referred to as public right-of-way, including the roadways; and

WHEREAS, notwithstanding the fact that the Property is located within the City's ETJ and is not currently subject to the City's zoning regulations, the Parties intend that the Property be developed: (i) as a high-quality, master-planned, community including 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 the Owner and the City, that are recorded in the deed records of the County (so as to bind the 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, public infrastructure is not currently available to serve the Owner's 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 Owner's intended development of the Property in a cost-effective and market-competitive manner; and

WHEREAS, the City Council of the City, at the request of the Owner, intends to: (i) dissolve the Existing PID; (ii) create a new Haslet Public Improvement District No. 5 (the "PID") encompassing the Property, in accordance with Texas Local Government Code, Chapter 372 (the "PID Act"); (iii) adopt a Service and Assessment Plan (the "Service and Assessment Plan"); (iv) adopt an assessment ordinance (the "Assessment Ordinance") levying assessments on the Property for public infrastructure (the "Assessments"); (v) and issue PID revenue bonds, in an aggregate principal amount not to exceed \$36,000,000, together with any obligation that may be issued to refund said bonds (collectively the "PID Bonds") secured solely by the Assessments for the purpose of reimbursing the Owner for the costs of the public improvements as shown on Exhibit G and benefiting the Property; and

WHEREAS, development of the Property will produce demands for sanitary sewer service that require significant improvements to the existing City sanitary sewer system; and

WHEREAS, on April 27, 2011, the City, the City of Fort Worth, and the Trinity River Authority ("TRA") entered into an agreement for the construction of certain wastewater collection mains and the transportation of wastewater (the "Three-Way Agreement"); and

WHEREAS, the City intends to enter into an amended Three-Way Agreement; and

WHEREAS, the City will contract directly for the wastewater improvements described in the Three-Way Agreement; and

WHEREAS, the City and the City of Fort Worth have approved and executed an Amendment to the Joint Resolution and Boundary Agreement No. 15651, as contemplated by the Three-Way Agreement; and

WHEREAS, the Parties intend that the City will provide, or cause to be provided, police, fire and EMS services to serve the Owner's intended development of the Property; and

WHEREAS, the Owner's intended development of the Property, including the design, construction and installation of the Public Improvements (defined below), will benefit the City and its current and future citizens, including the creation of future tax base for 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 212.171 *et seq* 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, including, but not limited to, any future surface and mineral development of any kind, shall be governed by the City's Code of Ordinances, as amended from time to time (the "City Code"), except as otherwise provided in this Article II and the following regulations (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 Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;

(b) the special regulations set forth on **Exhibit D** (the "Special Regulations");

(c) the development regulations set forth on **Exhibit E** (the "Development Regulations");

(d) final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement (the "Approved Plats"); and

(e) revisions allowed by Section 2.4.

By agreeing to comply with the City Code and the Governing Regulations, the Owner waives its right to claim that such regulations do not apply based on any federal or state law, except as to future amendments to the City Code.

**2.2. Exceptions to City Code.** Notwithstanding anything to the contrary in this Agreement, the following portions of the City Code shall not apply:

(a) current and future ordinances regulating petroleum or gas well development in any way, with the exception of:

(i) Section 4.05 of the City Code in effect on the Effective Date; and

(ii) Section 8.3 entitled "Petroleum and Natural Gas Operations and Pipelines-Supplemental Regulations" of the City's comprehensive zoning ordinance in effect on the Effective Date and any definitions in such zoning ordinance that are used in Section 8.3 as they exist on the Effective Date (collectively, the "Oil and Gas Zoning Regulations"); and

(iii) The oil and gas regulations on **Exhibit E**.



(b) any regulations requiring a building to be located a certain distance from petroleum or gas wells or related improvements other than those distances expressly set forth in Exhibit E.

2.3. Concept Plan Revisions.

(a) The Concept Plan illustrates the approved development concept for the Property, but has not been engineered and does not represent the final design that will be approved through the platting process. As a result, the Owner may revise the Concept Plan with City Administrator approval to make revisions necessitated by final engineering and design of the development project prior to platting, provided the number of residential lots shown on the Concept Plan does not increase, the numbers of residential lots in each category shown on the Concept Plan does not increase, and the amount of open space shown on the Concept Plan does not decrease. If the City Administrator does not approve such revisions within 30 days after receipt of a written request for approval, City Council approval of such revisions shall be required. Nothing in this paragraph shall preclude the Owner from applying directly to the City Council for approval of any Concept Plan revisions.

(b) Except as otherwise provided in Section 2.3(a), all other revisions to the Concept Plan require the approval of the City Council.

(c) If the Concept Plan is revised as provided by this section, the City Administrator or his or her designee shall cause the revised Concept Plan to be attached to the official version of this Agreement on file with the City's Secretary's office, and the Owner shall record a memorandum of the revised Concept Plan in the Real Property Records of Tarrant County, Texas.

2.4. Governing Regulation Revisions. Upon the written request of the Owner, the City Council may permit exceptions to strict compliance with the Governing Regulations when the Owner demonstrates, to the reasonable satisfaction of the City Council, that the requested exception: (a) is not contrary to the public interest; (b) does not cause injury to adjacent property; and (c) does not materially adversely affect the quality of development.

2.5. Park Land Dedication and Fees in Lieu of Dedication; Greenbelts and Open Space.

(a) The City shall collect a reduced park fee \$500 per dwelling unit in consideration for the greenbelts and open space required within the Property pursuant to the terms of this Agreement. No other park fees or park land dedication shall be required.

(b) The open space shown on the Concept Plan shall include the amenities and landscaping described on Exhibit F.

(c) If the City acquires an easement along the property commonly referred to as the "Nance property" in the general location shown on Exhibit F-1, the Owner shall construct a six-foot wide trail connection in such easement to connect the trail on the Property to the Haslet Community Park. Construction of a trail connection on the Nance property is in lieu of constructing a sidewalk along the portion of Avondale-Haslet Road adjacent to the northern perimeter of the Property.



(d) A homeowners association shall be responsible for maintaining the greenbelts and open space areas shown on the Concept Plan, including the amenities and landscaping described on Exhibit F.

**2.6. Conflicts.** In the event of any conflict between the City Code and this Agreement and the Governing Regulations, this Agreement and the Governing Regulations shall control. In the event of a conflict between this Agreement and the Governing Regulations, this Agreement shall control. In the event of any conflict between any Approved Plat and any of the other Governing Regulations, the Approved Plat shall control.

### **ARTICLE III PUBLIC SAFETY SITE**

Within 90 days after the Effective Date, the Owner shall dedicate to the City the approximately 2.72-acre public safety site shown on the Concept Plan (the "Public Safety Site") and Exhibit C-1 for the future construction of a building for use by police, fire, and/or EMS staff (a "Public Safety Building"). The Public Safety Site shall be deeded (via general or special warranty deed with title policy) to the City at no cost or expense to the City, and shall be free of all monetary liens or encumbrances (but may be subject to easements acceptable to the City for the benefit of the remaining Property that do not materially interfere with the use of the sites). The Public Safety Site shall be dedicated by separate instrument, and the deed shall include a restriction limiting the use of such property to a Public Safety Building. For purposes of such deed restriction, the burdened property shall be the Public Safety Site, and the benefited property shall be the remainder of the Property.

### **ARTICLE IV DEVELOPMENT CHARGES AND DEDICATION REQUIREMENTS**

**4.1. Impact Fees.** Except to the extent of applicable pass-through City of Fort Worth water and/or sewer impact fees, if any, it is understood by the Owner and City that the Public Improvements contemplated by this Agreement fulfill all reasonable impact fees which would otherwise be applicable to the Property. Notwithstanding anything to the contrary in this Agreement, impact fees applicable to development of the Property shall be limited to a total of \$1,000 per final platted residential lot to be paid by a building permit applicant upon application of a building permit to construct a new home plus the pass-through City of Fort Worth impact fees, if applicable.

**4.2. Petroleum and Gas Fees.** Development of the Property shall be subject to payment to the City of the fees and charges applicable to the permitting of petroleum and natural gas wells and pipelines (the "Petroleum and Gas Fees") by the mineral fee holder and according to the fee schedule adopted by the City Council and in effect on the date of submittal of each permit application. The petroleum and gas fees applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.

**4.3. Determination of Rough Proportionality.** The Owner hereby agrees that any land or property it donates to the City that is expressly required by the terms in the body of this Agreement is roughly proportional to the need for such land and the Owner hereby waives any



claim therefor that it may have. The Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the public improvements. The Owner waives and releases all claims which the Owner may have against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the public improvements expressly required by the terms in the body of this Agreement.

## **ARTICLE V PUBLIC IMPROVEMENT DISTRICT**

**5.1. Creation.** The City's dissolution of the Existing PID, and the City's creation, establishment, and continued operation of the new PID by the City in accordance with this Agreement, are conditions to the Owner's continuing obligations as set forth in this Agreement. The Owner has petitioned the City, as provided for in the PID Act and this Agreement, for the dissolution of the Existing PID subject to the creation of the new PID and the levy of Assessments for the purpose of financing a portion of the costs of the Public Improvements (hereinafter defined). After the City creates the PID and makes a finding that the Public Improvements (hereinafter defined) confer a special benefit on the Property, the City shall by ordinance levy the Assessments on the Property in amounts necessary to meet costs for the Public Improvements and costs of administration of the PID. The Parties shall use reasonable efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, create the new PID, and develop the Property.

**5.2. Assessments.** Through adoption by the City of an Assessment Ordinance pursuant to Texas Local Government Code Section 372.017, the City shall levy the Assessments for the improvements described on **Exhibit G** (including the Owner's allocable share of the Avondale-Haslet Improvements defined in Section 6.4) including a total assessment based upon the square footage of the property assessed.

## **ARTICLE VI PUBLIC IMPROVEMENTS**

**6.1. Public Improvements.** Public improvements are those improvements benefiting the Property and authorized under Section 372.003 of the PID Act, including (a) landscaping; (b) erection of fountains, distinctive lighting, and signs; (c) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (d) construction or improvement of pedestrian malls; (e) acquisition and installation of pieces of art; (f) acquisition, construction, or improvement of libraries; (g) acquisition, construction or improvement of off-street parking facilities; (h) acquisition, construction, improvement, or rerouting of mass transportation facilities; (i) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (j) the establishment or improvement of parks; (k) projects similar to those listed in Subdivisions (a)-(j); (l) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement (collectively, the "**Public Improvements**"). Public Improvements planned for the Property are listed on **Exhibit G**, which exhibit shall be updated by the Parties as



each phase of the Property is final platted. The Public Improvements include, but are not limited to, the Water Improvements, Sewer Improvements, Roadway Improvements, and Avondale-Haslet Improvements defined in this Article VI. The updated exhibit included with each final plat application shall be substituted for the list contained on Exhibit G, and this Agreement shall be deemed amended by such substitution. The costs of the Public Improvements contained in Exhibit G (the "Public Improvement Costs") are only estimates and do not include the costs of bond issuance or PID administrative costs, and the timetable for installation of the Public Improvements will be reviewed annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City. In the event that the actual Public Improvement Costs exceed the estimated costs, the Owner shall be solely responsible for the excess Public Improvement Costs.

6.2. Water Improvements. The water system infrastructure necessary to serve the Property and that provides a special benefit to the Property will include the water improvements listed on the attached Exhibit G (the "Water Improvements"), which will be installed in phases. The Owner will participate in the funding, acquisition, and construction of the Water Improvements by using the proceeds of PID Bonds. If PID Bonds are not issued, Assessments will be used to fund the Water Improvements.

6.3. Sewer Improvements. The sewer system infrastructure necessary to serve the Property and that provides a special benefit to the Property will include the sewer improvements listed on the attached Exhibit G (the "Sewer Improvements"), which will be installed in phases. The Owner will participate in the funding, acquisition, and construction of the Sewer Improvements by using the proceeds of PID Bonds. If PID Bonds are not issued, Assessments will be used to fund the Sewer Improvements.

6.4. Road Improvements. Notwithstanding anything in the City Code or the Governing Regulations to the contrary, the following provisions shall apply:

(a) The road infrastructure necessary to serve the Property and that provides a special benefit to the Property will include the road improvements listed on the attached Exhibit G and any other roadway improvements required by the Governing Regulations (the "Roadway Improvements"), which will be installed in phases. The Owner will participate in the funding, acquisition, and construction of the Roadway Improvements by using the proceeds of PID Bonds. If PID Bonds are not issued, Assessments will be used to fund the Roadway Improvements.

(b) Within 60 days after receipt of a written request from the City, the Owner will dedicate right-of-way along the north perimeter of the Property and the School Property sufficient to provide one half of the planned 120-foot right-of-way for Avondale-Haslet Road.

(c) The owner of the School Property shall pay its proportionate share of the Avondale-Haslet paving improvements adjacent to the north perimeter of the School Property, as determined by the traffic study procedure described in the City's subdivision regulations. Such payments shall be made prior to or upon the City entering into an Advance Funding Agreement with the State (TxDOT) for the funding of the improvements to Avondale-Haslet Road, but not



sooner than January 1, 2018. The City shall give the owner of the School Property a minimum of 30 days written notice before entering into such agreement with the State.

**6.5. Oversizing of Public Improvements.** The City shall have the right to request that the Owner oversize/upsized those Public Improvements identified on Exhibit G, subject to the limitations noted on Exhibit G and the following limitations:

(a) **City-Constructed Oversizing.** For the off-site water tank and off-site sewer improvements identified on Exhibit G, the City will administer construction, and shall pay all oversizing costs directly at the time the improvements are constructed.

(b) **Owner-Constructed Oversizing.** For the off-site water improvements (other than the off-site water tank) identified on Exhibit G, the Owner will administer construction, and agrees to oversize the improvements upon request of the City. The City shall reimburse the Owner for the oversizing in a lump sum upon acceptance of such Public Improvements.

**6.6. Elevated Water Tank Signage.** After the plat for Phase II has been approved and prior to the sale or transfer of any lot in Phase II, the Owner agrees to erect signage on the proposed site of the elevated water storage tank notifying prospective purchasers of the general location, size and depiction of the elevated water storage tank to be constructed on the site. This section shall not apply if the elevated water tank is located outside of the Property.

## **ARTICLE VII PID BONDS**

**7.1. PID Bond Issuance.** The City agrees that it will use reasonable efforts to issue the PID Bonds in one or more series in a principal amount totaling \$36,000,000 within 180 days after the Owner requests in writing the issuance of PID Bonds (or such other date mutually agreed upon by the City and the Owner). Such PID bonds shall have a 30 year maturity.

**7.2. Bond Funds Deposited.** The net proceeds from the issuance and sale of the PID after payment of costs of issuance of the PID Bonds and the funding of any required reserve funds shall be deposited in the Project Fund (defined below) in accordance with the trust indenture pertaining to the PID Bonds (the "Trust Indenture").

**7.3. Trustee.** The City shall appoint a trustee for the PID Bonds (the "Trustee"), who shall be required to follow the terms, conditions, and obligations of the Trust Indenture.

**7.4. PID Consultant.** The City may appoint one or more PID consultants (each a "PID Consultant") to assist the City with the Service and Assessment Plan and each annual update of such plan, the billing and collection of the annual installments of the Assessments, and the disbursement of funds from the Project Fund described below.

## **ARTICLE VIII PROJECT FUND**

**8.1. Project Fund.** The Trust Indenture relating to the PID Bonds shall establish a fund to be known as the "Project Fund." The Project Fund shall be maintained in accordance with the Trust



Indenture and the monies in such Fund shall not be commingled with any other funds of the City. The City acknowledges that the monies in the Project Fund shall be dedicated solely to the payment of eligible Public Improvements Costs, which costs are estimated on Exhibit G, and shall also include the costs of the Owner's share of the Avondale-Haslet Improvements. The Project Fund shall be administered by the Trustee and monies in the Project Fund shall be disbursed as provided in the Trust Indenture. Any monies remaining in the Project Fund after the completion of the Public Improvements and the payment of all Public Improvements Costs shall be used to pay or redeem PID Bonds or shall be used for any other lawful purpose as provided in the Trust Indenture.

**8.2. Disbursements from the Project Fund.** In connection with the levy of the Assessments and the issuance and sale of the PID Bonds, the City shall enter into a "PID Reimbursement Agreement" with the Owner. Such PID Reimbursement Agreement shall set forth the procedure for the approval and submission of a Certificate for Payment (the "Certificate for Payment") to the Trustee for payment of Public Improvement Costs from the Project Fund.

**8.3. Cost Overrun.** If the total Public Improvement Costs exceed the total amount of monies initially deposited in the Project Fund, the Owner shall be responsible for the remainder of the costs of the Public Improvement Costs.

## **ARTICLE IX 380 GRANT PROGRAM**

**9.1. Purpose.** Pursuant to Texas Local Government Code Chapter 380, the City has established a program (the "Program") for the purpose of making loans and grants of public money and providing personnel and services of the City to promote state or local economic development and to stimulate business and commercial activity within the City. This Agreement implements this program by providing grant funds to encourage the Owner to proceed with development of the Property.

**9.2. The Grant.** The grant made pursuant to the Program (the "Grant") shall be in an amount equal to \$1,000 multiplied by the number of residential lots final platted within the Property, capped at a maximum of 399 lots. The Grant shall be paid by the City only if the City has received the impact fees referenced in Section 4.1 of this Agreement.

**9.3. Grant Payments.** "Grant Period" shall mean each calendar month during the Term (hereinafter defined), except that the first month of the Term shall begin on the Effective Date and end on the last day of the first month and the last month of the Term shall end on the Expiration Date. The City shall pay the Grant to the Owner on a quarterly basis, at the same time the City pays other impact fees to the City of Fort Worth, in the form of an installment (the "Grant Installment"). Each Grant Installment shall equal the total of an amount equal to \$1,000 multiplied times the number of building permits issued for homes to be constructed within the Property since the preceding Grant Installment until payment in full of the Grant, capped at a maximum of 399 homes. The Parties acknowledge that certain fees are being used as a measurement for Grant payments being made through the use of lawful funds and should not be construed to be an illegal assignment or rebate of tax proceeds or impact fees.



## **ARTICLE X TERM AND TERMINATION**

**10.1. Term.** The term of this Agreement shall be 15 years after the Effective Date unless extended by mutual written agreement of the Owner and the City for an additional 15 year term (as extended, the "Term").

**10.2. Termination.** Except as otherwise provided in this section, this Agreement may be terminated at any time only by the written agreement of the Owner and City. If the Assessments are not levied within one (1) year from the Effective Date, the Owner may terminate this Agreement by giving written notice to the City.

## **ARTICLE XI ANNEXATION**

The Owner hereby consents to the City's full purpose annexation of the School Property and the Public Safety Site following the Effective Date. The Owner hereby consents to the City's full purpose annexation of the Property (excluding the Public Safety Site) in phases following the issuance of PID Bonds for the phase being annexed, which PID Bonds must be secured by assessments on the portion of the Property being annexed and must be for the purpose of constructing Public Improvements to be located within the portion of the Property being annexed. If the issuance of PID Bonds for a particular phase is not requested in writing by the Owner pursuant to Section 7.1, the City has the right to annex, and the Owner hereby consents to annexation, of that phase of the Property upon final plat approval of that phase. If needed to establish contiguity between the then existing corporate limits of the City and the portion of the Property to be annexed, the Owner will petition the City for the voluntary annexation of a one-foot strip within the Property to provide the required contiguity. The Property shall remain in the ETJ until it is annexed with the Owner's consent pursuant to the terms of this Article XI. Annexation petitions demonstrating the consents of the Owner and the Northwest Independent School District are attached as Exhibit H.

## **ARTICLE XII EVENTS OF DEFAULT; REMEDIES**

**12.1. Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five business days after it is due.

**12.2. Remedies.** If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or



in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved party to terminate this Agreement; or
- (b) entitle the aggrieved Party 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 water or sewer service (whether wholesale or retail) or any other service to any developed portion of the Property or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the default; or
- (d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (e) adversely affect or impair the effectiveness or validity of any consents given by the City in this Agreement; or
- (f) adversely affect or impair the current or future rights, powers or authority of the PID (including, but not limited to, the issuance of bonds) or the day-to-day administration of any of such districts; or
- (g) adversely affect or impair the continuation of the ETJ status of the Property and its immunity from annexation as provided by this Agreement and the Consent Ordinance; or
- (h) limit the Term.
- (i) 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. The City does, however, waive 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. The City acknowledges that this Agreement is a contract subject to Texas Local Government Code Chapter 271, Subchapter I.

### **ARTICLE XIII ASSIGNMENT AND ENCUMBRANCE**

**13.1. Assignment by the Owner to Successor Owners.** The Owner may assign this Agreement in whole or in part to any person or entity 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 the Owner (an "Assignee"), provided the assignment is in writing executed by the Owner and the Assignee obligating the Assignee to be bound by this Agreement. Upon receipt of Notice of the assignment, the City agrees to look solely to the Assignee for the performance of all obligations



assigned to the Assignee. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the assignment. An Assignee shall be considered a "Party" for the purposes of this Agreement.

13.2. Encumbrance by the Owner and Assignees. The 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 and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

13.3. Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Owner's prior written consent.

#### **ARTICLE XIV RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES**

14.1. Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto (including amendments to the Concept Plan) shall be recorded in the deed records of the County. In addition, all assignments to this Agreement shall be recorded in the deed records of the 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.

14.2. Releases. From time to time upon written request of the Owner, the Mayor of the City or designated representative shall execute, in recordable form, a release of this Agreement if the release requirements of this Agreement have been met, subject to the continued application of the Governing Regulations.

14.3. Estoppel Certificates. From time to time upon written request of the Owner, the Mayor of the City or designated representative will execute a written estoppel certificate identifying any obligations of the 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, the Owner is in compliance with its duties and obligations under this Agreement; provided, however, that the Owner shall pay the City's reasonable professional fees and expenses associated with the review and issuance of such certificate.

## **ARTICLE XV ADDITIONAL PROVISIONS**

15.1. 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.

15.2. Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10<sup>th</sup> business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (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 or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City:	Attn: City Administrator City of Haslet 101 Main St. Haslet, Texas 76052 E-mail: <a href="mailto:jquin@haslet.org">jquin@haslet.org</a> FAX: (817) 439-3309
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With a copy to: Attn: Robert M. Allibon  
City Attorney  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107  
E-mail: rallibon@toase.com  
FAX: (817) 332-4740

To the Owner: Attn: Gary Hazlewood  
Triple "T" Farms, Ltd.  
1000 Texan Trail, Suite 200  
Grapevine, Texas 76051  
E-mail: ghhazlewood@westwoodland.com  
FAX: (817) 421-1223

With a copy to: Attn: Misty Ventura  
Shupe Ventura, PLLC  
9406 Biscayne Blvd.  
Dallas, Texas 75218  
E-mail: misty.ventura@svlandlaw.com  
FAX: (800) 519-3768

**15.3. RESERVATION OF RIGHTS.** THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND THE OWNER EXPRESSLY RESERVES) ANY RIGHT THAT THE OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM 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.

**15.4. 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.

**15.5. Authority and Enforceability.** The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, that the individual executing this Agreement on behalf of the 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 212.171 of the Texas Local Government Code.

15.6. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. The Parties specifically agree that the Original Development Agreement is hereby terminated and shall no longer be of any force or effect. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, if it is determined that, as of the Effective Date, the 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 the Owner does then own.

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

15.8. 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.

15.9. No Third Party Beneficiaries. Except as otherwise provided herein, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End-Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. 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.

15.10. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three 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.

15.11. 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.

15.12. 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, including, but not limited to execution and delivery of documents necessary to provide funding from the County or other sources for facilities for a "Quiet Zone" railroad crossing on Avondale-Haslet Road, including median islands, additional concrete crossing panels, additional gate controllers/arms, and other related equipment.

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

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit A-1	Metes and Bounds Description of the School Property
Exhibit B-1	Depiction of the School Property
Exhibit C	Concept Plan
Exhibit C-1	Public Safety Site Depiction
Exhibit D	Special Regulations
Exhibit E	Development Regulations
Exhibit F	Open Space Amenities
Exhibit F-1	General Location of Potential Future Trail Easement on Nance Property
Exhibit G	Public Improvements
Exhibit H	Annexation Petitions
Exhibit I	Metes and Bounds Descriptions of Drillable Areas



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

CITY OF HASLET

By: Dianna Buchanan  
Name: Dianna Buchanan  
Title: City Secretary

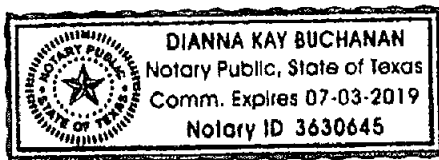
By: Bob Golden  
Name: Bob Golden  
Title: Mayor  
Date: 3/6/2017

APPROVED AS TO FORM AND LEGALITY

By: [Signature]  
Name: Rob Allibon  
Title: City Attorney

STATE OF TEXAS                   §  
                                             §  
COUNTY OF TARRANT       §

This instrument was acknowledged before me on the 10th day of MARCH 2017 by Bob Golden, Mayor of the City of Haslet, Texas on behalf of said city.

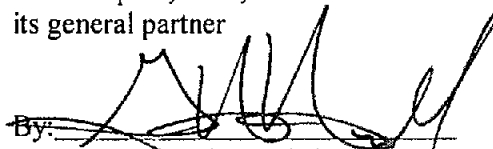


Dianna Kay Buchanan  
Notary Public, State of Texas

[SIGNATURES CONTINUE ON NEXT PAGE]

Triple "T" Farms, Ltd.,  
a Texas limited partnership

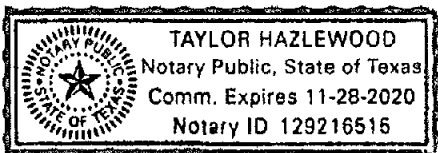
By: USM Capital, LLC,  
its general partner

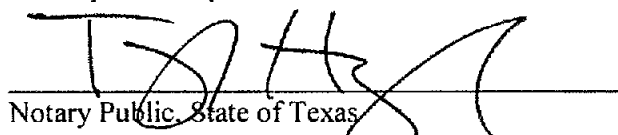
By:   
Gary H. Hazlewood, President

Date: March 8, 2017

STATE OF TEXAS §  
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 8 day of March, 2017 by Gary H. Hazlewood, President, USM Capital, LLC, general partner to Triple "T" Farms, Ltd., a Texas limited partnership, on behalf of said limited partnership.



  
Notary Public, State of Texas

HWY 377 PARTNERS, LTD  
a Texas limited partnership

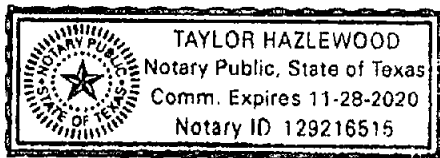
By: 

Gary H. Hazlewood, President, HWY 377 Partners GP, LLC,  
As General Partner for HWY 377 Partners, LTD

STATE OF TEXAS  
COUNTY OF DENTON

§  
§  
§

This instrument was acknowledged before me on the 8 day of March, 2017 by Gary H. Hazlewood, President, HWY 377 Partners GP, LLC, a Texas Limited Liability Company, as general partner, for, and on behalf of HWY 377 Partners, LTD, a Texas limited partnership.



  
Notary Public, State of Texas



**EXHIBIT A**  
**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

**276.816 ACRES**

BEING a 276.816 acres tract of land situated in the Coleman Boyd Survey, Abstract No. 225, Tarrant County, Texas, and being a portion of that certain 217.359 acre tract of land described in deed to Triple T Farms, Ltd., recorded in Instrument No. D204357851, Deed Records, Tarrant County, Texas, and being a portion of that certain 167.3358 acre tract of land described in deed to Triple T Farms, Ltd., recorded in Volume 15195, Page 55, Deed Records, Tarrant County, Texas. The bearings for this survey are based on the Texas State Plane Coordinate System, NAD 83 North Central Zone. Said 276.816 acres being described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found at the most easterly northeast corner of said 217.359 acre tract;

THENCE North 78°26'00" West, along a northerly line of said 217.359 acre tract, a distance of 96.73 Feet to the POINT OF BEGINNING;

THENCE departing said northerly line and over and across said 217.359 acre tract the following courses and distances:

South 89°42'09" West, a distance of 1076.52 Feet;

South 00°00'00" East, a distance of 87.77 Feet to the point of curvature of a tangent curve, concave to the west, having a radius of 1200.00 Feet a central angle of 22°36'37", and a chord of 470.48 Feet bearing South 11°18'19" West;

Southerly along said curve, a distance of 473.55 Feet;

South 22°36'37" West, a distance of 607.99 Feet to the point of curvature of a tangent curve, concave to the east, having a radius of 2000.00 Feet a central angle of 36°41'16", and a chord of 1258.87 Feet bearing South 04°15'59" West;

Southerly along said curve, a distance of 1280.64 Feet;

South 14°04'38" East, a distance of 378.46 Feet to the point of curvature of a tangent curve, concave to the west, having a radius of 1600.00 Feet a central angle of 13°33'33", and a chord of 377.36 Feet bearing South 07°17'52" West;

Southerly along said curve, a distance of 378.64 Feet;

North 87°39'18" East, a distance of 431.66 Feet to the east line of the said called 217.359 acre tract;

THENCE South 00°17'42" East, along the east line of said 217.359 acre tract, a distance of 2149.91 Feet to a brass monument in concrete found at the southernmost southeast corner of said 217.359 acre tract;

THENCE South 89°41'14" West, along the south line of said 217.359 acre tract, a distance of 1258.33 Feet to a 1/2" iron rod with plastic cap stamped "Landes" found at the southwest corner of said 217.359 acre tract and the southeast corner of said 167.3358 acre tract;

THENCE South 89°43'41" West, along the south line of said 167.3358 acre tract, a distance of 1389.05 Feet to a nail in concrete found at the southwest corner of said 167.3358 acre tract;

THENCE North 00°17'28" West, along the west line of said 167.3358 acre tract, a distance of 1105.22 Feet;

THENCE departing said west line and over and across said 167.3358 acre tract the following courses and distances:

North 89°43'41" East, a distance of 754.63 Feet;

North 44°43'41" East, a distance of 14.14 Feet;

North 00°16'19" West, a distance of 5.87 Feet to the point of curvature of a tangent curve, concave to the east, having a radius of 1970.00 Feet a central angle of 06°06'53", and a chord of 210.14 Feet bearing North 03°19'45" West;

Northerly along said curve, a distance of 210.24 Feet;

North 06°23'11" West, a distance of 666.29 Feet;

South 83°36'49" West, a distance of 263.72 Feet;

South 88°11'47" West, a distance of 420.66 Feet to the west line of said 167.3358 acre tract;

THENCE North 00°17'28" West, along the west line of said 167.3358 acre tract, a distance of 3341.14 Feet to a 5/8" iron rod found at the northwest corner of said 167.3358 acre tract;

THENCE North 89°42'36" East, generally along the centerline of Avondale-Haslet Road, a variable width right of way, a distance of 1364.37 Feet to the northeast corner of said 167.3358 acre tract and the northwest corner of said 217.359 acre tract;

THENCE North 89°42'09" East, continuing generally along the centerline of said Avondale-Haslet Road and along the north line of said 217.359 acre tract, a distance of 2079.68 Feet;

THENCE South 00°42'41" East, continuing along said north line, a distance of 24.63 Feet to a 5/8" iron rod found;

THENCE South 78°26'00" East, along said north line, a distance of 146.65 Feet to the POINT OF BEGINNING; and containing a computed area of 276.816 Acres, more or less.

[illegible]

**EXHIBIT A-1**  
**METES AND BOUNDS DESCRIPTION OF THE SCHOOL PROPERTY**

**Tract 1 – Elementary School Tract**

BEING a 14.455 acre tract of land situated in the Coleman Boyd Survey, Abstract No. 225, Tarrant County, Texas, and being a portion of that certain 167.3358 acre tract of land described in deed to Triple T Farms, Ltd., recorded in Volume 15195, Page 55, Deed Records, Tarrant County, Texas. The bearings for this survey are based on the Texas State Plane Coordinate System, NAD 83 North Central Zone. Said 14.455 acres being described by metes and bounds as follows:

COMMENCING at a nail in concrete found at the southwest corner of said 167.3358 acre tract;

THENCE North 00°17'28" West, with the west line of said 167.3358 acre tract, a distance of 1105.22 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" set for the POINT OF BEGINNING;

°THENCE North 00°17'28" West, continuing along said west line, a distance of 848.87 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" set;

THENCE departing said west line and over and across said 167.3358 acre tract the following courses and distances:

North 88°11'47" East, a distance of 420.66 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" set;

North 83°36'49" East, a distance of 263.72 Feet to a ½" iron rod with plastic cap stamped RPLS "4818" set;

South 06°23'11" East, a distance of 666.29 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" set for the point of curvature of a tangent curve, concave to the west, having a radius of 1970.00 Feet a central angle of 06°06'53", and a chord of 210.14 Feet bearing South 03°19'45" East;

Southerly along said curve, a distance of 210.24 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" set;

South 00°16'19" East, a distance of 5.87 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" set;

South 44°43'41" West, a distance of 14.14 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" set;

South 89°43'41" West, a distance of 754.63 Feet to the POINT OF BEGINNING and containing a computed area of 14.455 Acres, more or less.

SAVE AND EXCEPT 0.588 acres of land being a portion of a 30' Pipeline Right Of Way, recorded in Volume 15195, Page 55 and Volume 15790, Page 88 & 89, Deed Records, Tarrant County, Texas.

## **Tract 2 – High School Tract**

BEING a 140.689 acre tract of land situated in the Coleman Boyd Survey, Abstract No. 225, Tarrant County, Texas, and being a portion of that certain 217.359 acre tract of land described in deed to Triple T Farms, Ltd., recorded in Instrument No. D204357851, Deed Records, Tarrant County, Texas, and being a portion of that certain 54.75 acre tract of land described in deed to Hwy 377 Partners, Ltd., recorded in Instrument No. D205373449, Deed Records, Tarrant County, Texas. The bearings for this survey are based on the Texas State Plane Coordinate System, NAD 83 North Central Zone. Said 140.689 acres being described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found at the most easterly northeast corner of said 217.359 acre tract;

THENCE with the east line of said 217.359 acre tract, the following courses and distances:

South 00°09'39" East, a distance of 42.74 Feet to a 5/8" iron rod found;

South 00°32'31" East, a distance of 2527.87 Feet to a 5/8" iron rod found at the most easterly southeast corner of said 217.359 acre tract, and being at the most northerly northeast corner of said 54.75 acre tract, and being at the northwest corner of that certain 3.966 acre tract of land described in deed to The Atchison, Topeka and Santa Fe Railway Company, recorded in Volume 10779, Page 745, Deed Records, Tarrant County, Texas;

THENCE South 00°21'33" East, with the common line of said 54.75 acre tract and said 3.966 acre tract, a distance of 98.76 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at the northeast corner of that certain 1.606 acre tract of land described as Tract 1 in a Memorandum of Agreement to the City of Fort Worth, dated February 13, 2012;

THENCE departing the said common line, and continuing along the west line of said 1.606 acre tract, the following courses and distances:

South 89°25'51" West, a distance of 8.88 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 00°34'09" East, a distance of 306.08 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 00°22'30" West, a distance of 88.65 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at the point of curvature of a non-tangent curve, concave to the west, having a radius of 2779.93 Feet, a central angle of 14°41'50", and a chord of 711.15 Feet bearing South 07°41'58" West;

Southerly along said curve, a distance of 713.10 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 15°39'01" West, a distance of 88.66 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 15°56'53" West, a distance of 100.00 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at the point of curvature of a tangent curve, concave to the east, having a radius of 3904.83 Feet, a central angle of 02°51'51", and a chord of 195.18 Feet bearing South 14°30'58" West;

Southerly along said curve, a distance of 195.20 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 13°05'02" West, a distance of 503.77 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 15°57'21" West, a distance of 107.08 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 74°02'39" West, a distance of 34.67 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

South 15°57'21" West, a distance of 97.61 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

THENCE South 89°12'12" West, departing the said west line, and continuing over and across said 54.75 acre tract, a distance of 629.62 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set in the common line of said 54.75 acre tract and said 217.359 acre tract;

THENCE North 00°17'42" West, with the said common line, a distance of 1749.91 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

THENCE departing the said common line and continuing over and across said 217.359 acre tract, the following courses and distances:

South 87°39'18" West, a distance of 431.66 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the point of curvature of a non-tangent curve, concave to the west, having a radius of 1600.00 Feet a central angle of 13°33'33", and a chord of 377.76 Feet bearing North 07°17'52" West;

Northerly along said curve, a distance of 378.64 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 14°04'38" West, a distance of 378.46 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the point of curvature of a tangent curve, concave to the east, having a radius of 2000.00 Feet a central angle of 36°41'16", and a chord of 1258.87 Feet bearing North 04°15'59" East;

Northerly along said curve, a distance of 1280.64 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 22°36'37" East, a distance of 607.99 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set for the point of curvature of a tangent curve, concave to the west, having a radius of 1200.00 Feet a central angle of 22°36'37", and a chord of 470.48 Feet bearing North 11°18'19" East;

Northeasterly along said curve, a distance of 473.55 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 00°00'00" West, a distance of 87.77 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

North 89°42'09" East, a distance of 1076.52 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set in a northerly line of said 217.359 acre tract;

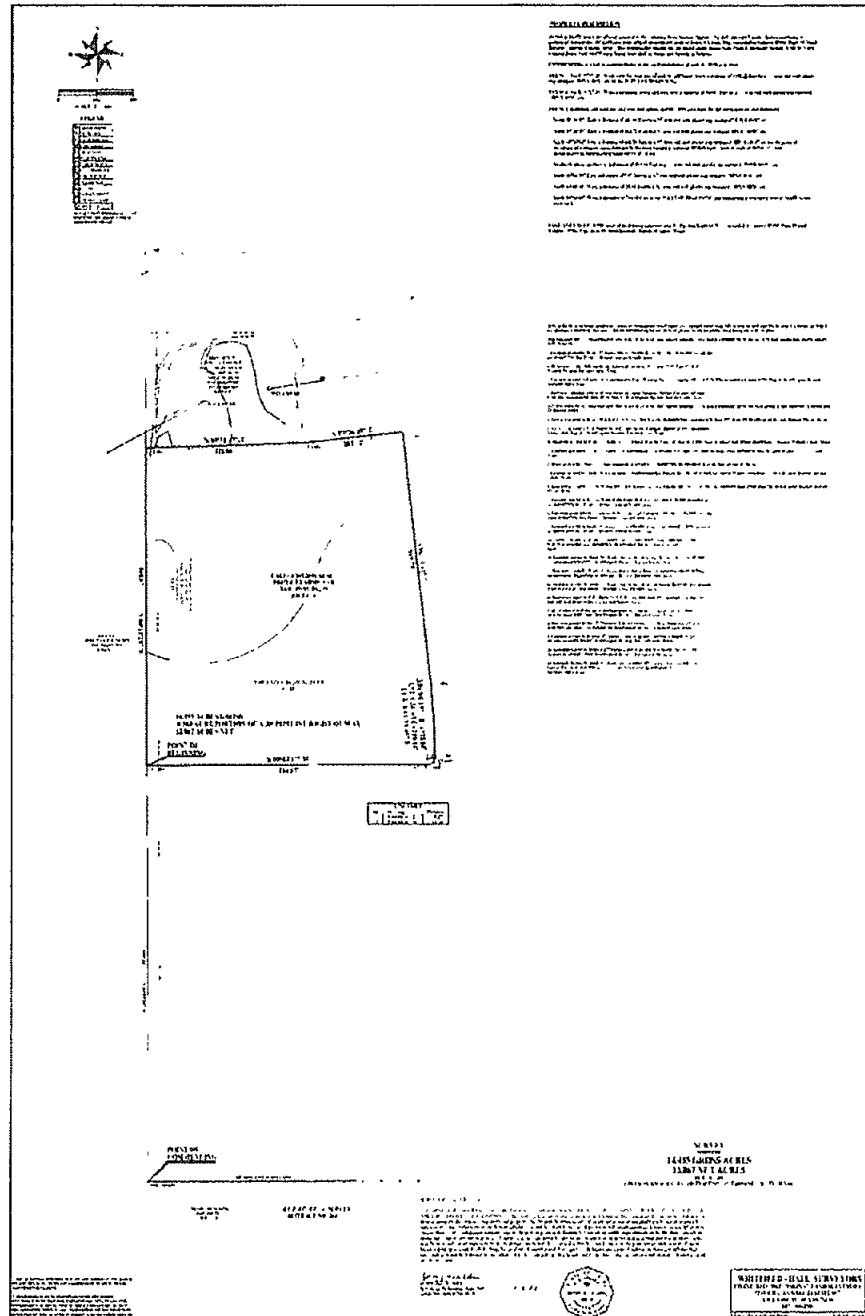
THENCE South 78°26'00" East, along said northerly line, a distance of 96.73 Feet to the POINT OF BEGINNING and containing a computed area of 140.689 Acres, more or less.

SAVE AND EXCEPT 12.172 acres of land being a portion of a Road and Pipeline Easement Agreement, recorded in Document No. D204357854, Official Public Records, Tarrant County, Texas and a 3.62 acres of land described as Drill Site in deed to Hwy 377 Partners, Ltd., recorded in Instrument No. D205373449, Deed Records, Tarrant County, Texas.

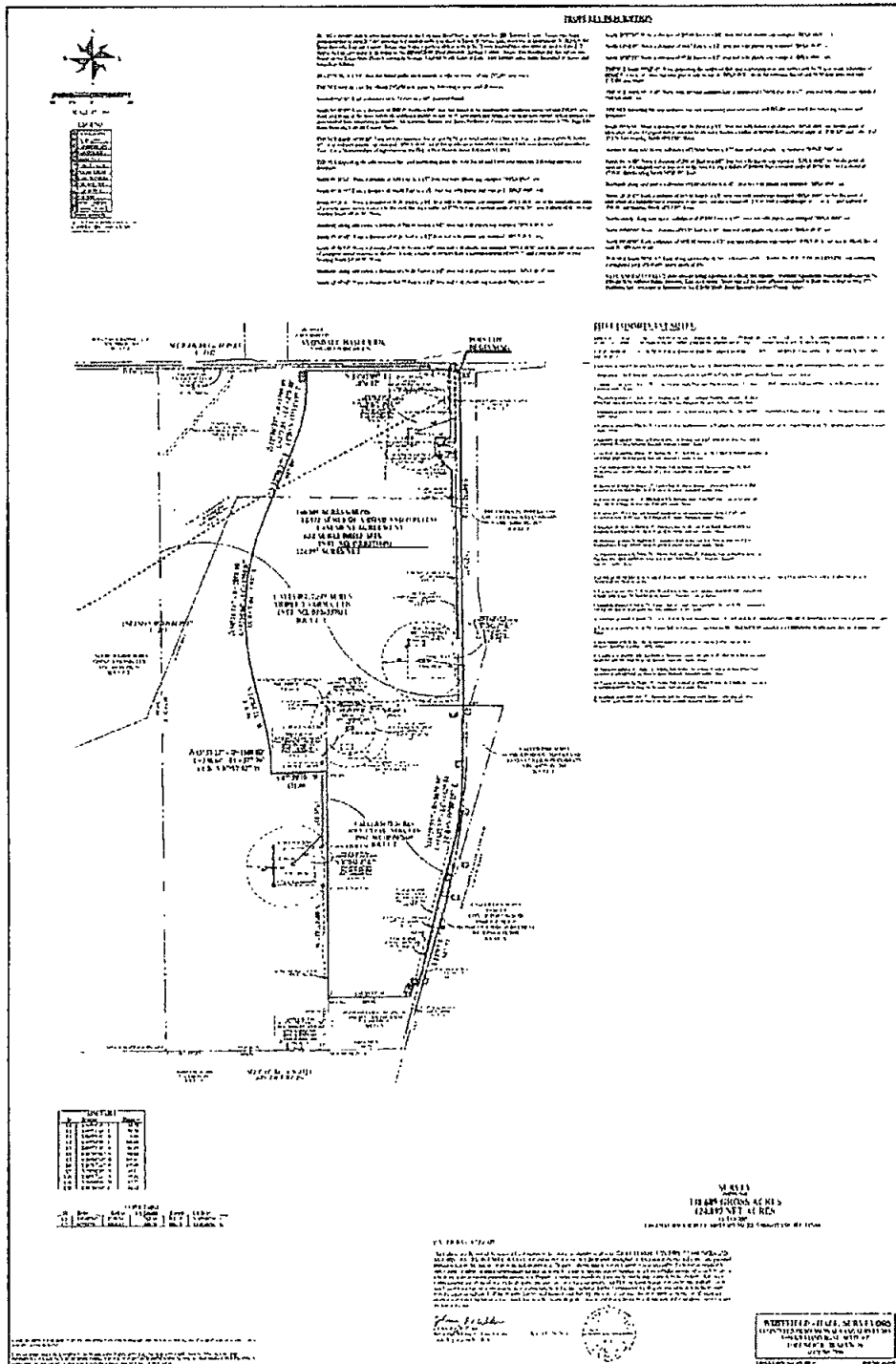


**EXHIBIT B-1**  
**DEPICTION OF THE SCHOOL PROPERTY**

**Tract 1 – Elementary School Tract**



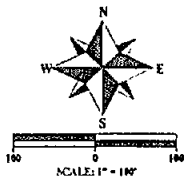
## Tract 2 – High School Tract



## LeTara



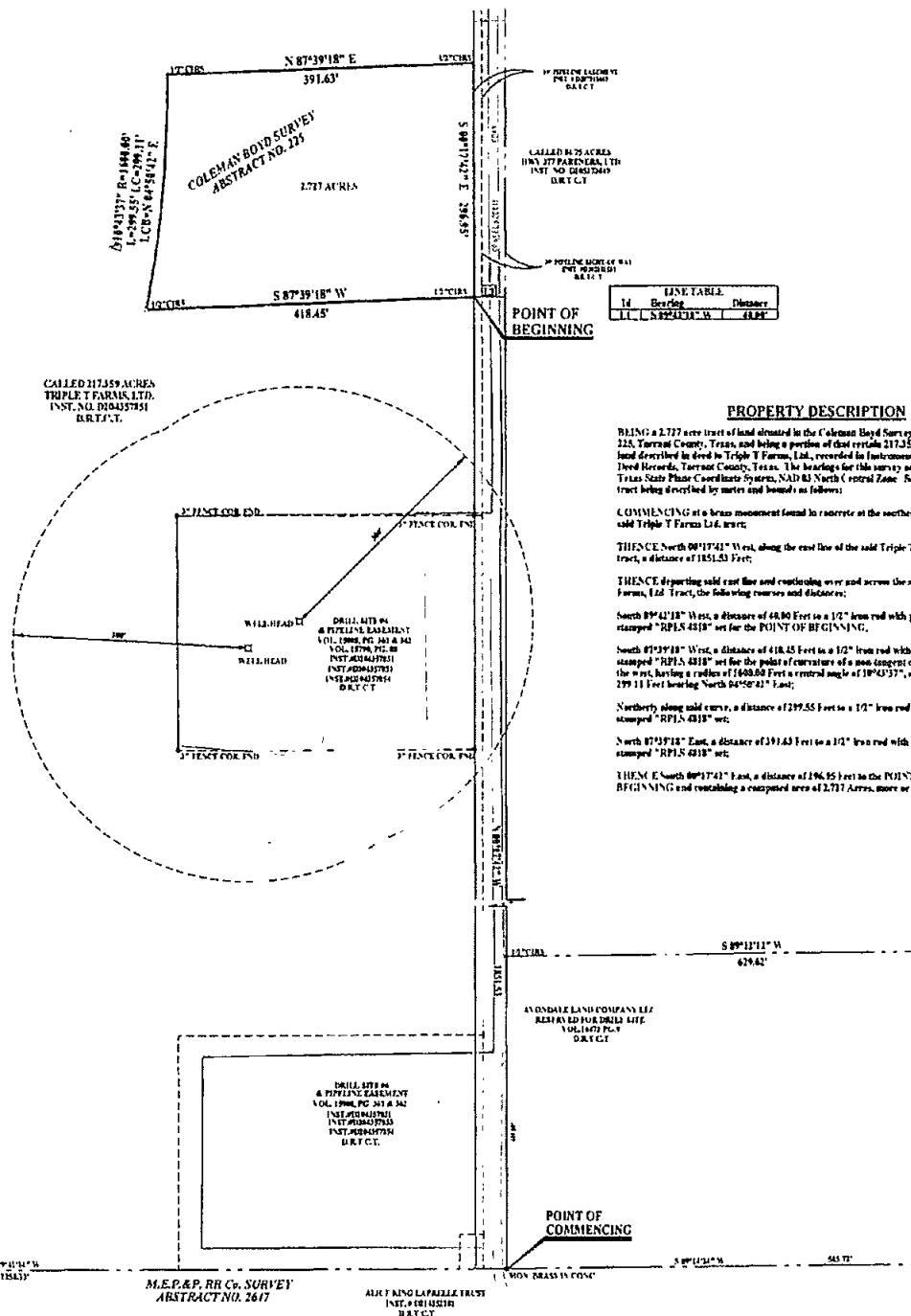




# LEGEND

1	IRON ROD SET
2	WIRE FENCE
3	CONCRETE PILE
4	WOODEN POST
5	WOODEN PILE
6	WATER METER
7	FLAT MANHOLE
8	NEW MANHOLE
9	WATER METER
10	WATER METER
11	WATER METER
12	WATER METER
13	WATER METER
14	WATER METER
15	WATER METER
16	WATER METER
17	WATER METER
18	WATER METER
19	WATER METER
20	WATER METER

ALL SET IRON RODS HAVE A CAP  
STAMPED "R.P.S. 401" UNLESS  
OTHERWISE NOTED



LINE TABLE		
Id	Bearing	Distance
1	S 89° 41' 13" W	61.04

## PROPERTY DESCRIPTION

BEING a 2.727 acre tract of land situated in the Coleman Road Survey, Abstract No. 225, Tarrant County, Texas, and being a portion of that certain 217.59 acre tract of land described in deed to Triple T Farms, Ltd., recorded in Instrument No. D284357853, Deed Records, Tarrant County, Texas. The bearings for this survey are based on the Texas State Plane Coordinate System, NAD 83 North Central Zone. Said 2.727 acre tract being described by meter and bounds as follows:

COMMENCING at a brass monument found in concrete at the southeast corner of the said Triple T Farms Ltd. tract;

THENCE North 00°17'41" West, along the east line of the said Triple T Farms, Ltd. tract, a distance of 1851.55 Feet;

THENCE departing said east line and continuing over and across the said Triple T Farms, Ltd. Tract, the following courses and distances;

South 89°41'13" West, a distance of 61.04 Feet to a 1/2" iron rod with plastic cap stamped "R.P.S. 401" set for the POINT OF BEGINNING;

South 87°59'18" West, a distance of 418.45 Feet to a 1/2" iron rod with plastic cap stamped "R.P.S. 401" set for the point of curvature of a non-tangent curve, convex to the west, having a radius of 1608.00 Feet a central angle of 10°43'37", and a chord of 299.11 Feet bearing North 04°50'41" East;

Northerly along said curve, a distance of 299.55 Feet to a 1/2" iron rod with plastic cap stamped "R.P.S. 401" set;

North 87°59'18" East, a distance of 1391.63 Feet to a 1/2" iron rod with plastic cap stamped "R.P.S. 401" set;

THENCE E. North 00°17'41" East, a distance of 196.95 Feet to the POINT OF BEGINNING and containing a composed area of 2.727 Acres, more or less.

## SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor (the "Surveyor") hereby certifies to TRIPLE T FARMS, LTD., that (a) this plan of survey and the property description set forth herein are true and correct and prepared from an actual on-the-ground survey of the real property (the "Property") shown herein; (b) such survey was conducted by the Surveyor, or under his supervision; (c) all monuments shown herein actually exist, and the location, size and type of material thereof are correctly shown; (d) except as shown herein, there are no visible encroachments to the Property or portions thereof; there are no visible improvements on the Property, there are no visible easements or rights of way on the Property, and there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts; (e) the size, location and type of improvements are as shown herein, and all are located within the boundaries of the Property and within the distances indicated; (f) all recorded encroachments of which the Surveyor has knowledge, have been correctly plotted herein; and (g) the true nature, dimensions and other details shown herein are true and correct.

*Johnny D. Williams*

Johnny D. Williams  
Registered Professional Land Surveyor  
Texas Registration No. 4818

Date: Feb. 13, 2017



## SURVEY SHOWING 2.727 ACRES

OUT OF THE  
COLEMAN ROAD SURVEY, ABSTRACT NO. 225,  
TARRANT COUNTY, TEXAS

WHITFIELD - HALL SURVEYORS  
REGISTERED PROFESSIONAL LAND SURVEYORS  
3539 WILLIAMS ROAD, SUITE 107  
FORT WORTH, TEXAS 76116  
(817) 560-2916

TBPLN FIRM NO. 10138566

2018 NO. 16-858

1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS  
STATE PLANE COORDINATE SYSTEM, NAD 83 NORTH CENTRAL ZONE.  
2. AS GRAPHICALLY DETERMINED FROM THE PLANNING RANGE  
STATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED  
AREAS, THE SURVEYED PROPERTY, MAY BE LOCATED WITHIN A  
1000' X 1000' AREA OF THE PROPERTY, LOCATED ON THIS SURVEY IS  
WITHIN A DESIGNATED AREA OF 100' X 100'.

Exhibit C-1 Public Safety Site

PCS18101451 COLEMAN ROAD SURVEY/18-451 FIRST CLASSIFICATION BY WHITFIELD

**EXHIBIT D**  
**SPECIAL REGULATIONS**

1. Preliminary and final plats shall not expire for a minimum of two years from the date of approval. The City Council may extend any plat for additional one year periods upon request.
2. Preliminary plats shall not expire for two years so long as a final plat has been approved and is deemed complete for any portion of the preliminary platted property.
3. The Owner shall comply with the traffic study requirements set forth in Section 3.6(B) of the City's subdivision regulations in effect on the Effective Date of this Agreement. No additional traffic study shall be required in connection with the platting or development of the Property. The Owner does not waive any requirements for rough proportionality in connection with any required roadway improvements other than the right-of-way dedication required by Section 6.4 of this Agreement.

**EXHIBIT E**  
**DEVELOPMENT REGULATIONS**

**I. Definitions**

Defined terms in this exhibit shall have the same meaning attributed to them in the body of this Agreement.

**II. Uses**

The following uses of the Property are permitted by right:

- Accessory uses customarily incidental to and maintained and operated as a part of the principal use, including, but not limited to, home occupations
- Agricultural uses
- Community and/or recreation center with or without swimming pools and tennis courts;
- Day care, day camp, or child care centers as part of an amenity center
- Hike and bike trails and paths
- Lakes
- Open space
- Petroleum and gas well development
- Public or private parks, playgrounds, athletic fields, community buildings, and other similar recreational facilities
- Public or private tennis courts
- Recreational facilities
- Single family residential uses
- Temporary buildings for uses incidental to construction work on the premises, which temporary buildings shall be removed upon the completion or abandonment of construction work

**III. Lot Regulations and Design Standards**

Minimum Lot Dimension	Minimum Lot Size (SF)	Maximum # of Homes	Maximum % of Homes	Minimum House Size
50'x120' (Villa)	6,000	107	21.23%	2,200
60'x120' (School)	7,200	130	25.79%	2,400
75'x150'	11,250	221	43.85%	2,600
100'x200'	20,000	46	9.13%	3,000
<b>TOTAL</b>		<b>504</b>	<b>100.00%</b>	

<b>Minimum Lot Dimension</b>	<b>Minimum Front Yard Setback</b>	<b>Minimum Rear Yard Setback</b>	<b>Minimum Interior Side Yard</b>	<b>Minimum Corner Side Yard Setback</b>
50'x120'	25'	15'	10% Lot Width	5'
60'x120'	25'	15'	10% Lot Width	5'
75'x150'	25'	20'	10% Lot Width	10'
100'x200'	35'	25'	10% Lot Width	10'

Except as otherwise provided in this paragraph, roof slopes shall not be less than a 10:12 pitch. Architectural appendages may have roof slopes of not less than a 4:12 pitch. Porch roof slopes shall have a roof pitch of not less than a 3:12 pitch. The sum of all roof pitches less than a 10:12 pitch shall not exceed 750 square feet per residence.

Residential units shall not exceed two and one-half stories or 40 feet in building height, exclusive of chimneys, turbines, and stack vents. Building height shall be defined as the vertical distance measured from curb level to the highest point of the roof surface, if a flat roof; to the deck line of a mansard roof; or to the mean height level between eaves and ridge for a gable, hip or gambrel roof; provided however, that where buildings are set back from the street right-of-way line, the height of the building may be measured from the average elevation of the finished grade along the front of the building.

All residential units shall have a minimum of two enclosed parking spaces. All garages may be front entry, swing entry, side entry, or rear entry.

With the exception of single story residences, the front facade of each residence shall be 100 percent masonry exclusive of doors, windows, dormers and other architectural elements; (b) chimney stacks may be wrapped with masonry products or cementitious fiber board; and (c) the combined overall building elevations, exclusive of doors, windows, dormers, and other architectural elements, shall equal or exceed 85 percent masonry, with the remaining 15 percent being masonry or cementitious fiberboard. The combined overall building elevations, exclusive of doors, windows, dormers, and other architectural elements, shall be 100 percent masonry for each single story residence. Masonry shall be defined as including hard-coat stucco, brick and stone and does not include EIFS, cementitious fiberboard, or siding.

Residential roofing shall consist of concrete slate roofing materials, asphalt shingles with a minimum three-ply 30-year architectural grade shingle, or higher quality roofing materials. Roll-on shingle roofing materials are prohibited.

Garage doors facing a street shall be recessed at least five feet from the foremost front facade or be located a minimum of a 25 feet from the front property line.

All garages must also incorporate wood clad (or equivalent) garage doors or wood composite doors and contain at least two of the following enhancements:

- Two single garage doors (in lieu of double doors);
- Decorative windows;
- Decorative hardware;
- Reveals/texture;
- Garage door recessed a minimum of 12 inches from the garage face; or
- Cast stone surround.

The use of color on the exterior of a residence shall be restricted to earth tones or natural colors. No bright, unfinished, or mirrored exterior residential surfaces are permitted.

All doors on the front facade of a residence shall be constructed of wood, iron, glass, and/or architectural fiberglass.

Front entry driveways must incorporate at least one of the following enhanced decorative paving techniques:

- Earth-tone colored stained concrete;
- Stamped/patterned concrete;
- Brick, stone or concrete pavers; or
- Salt-finished concrete.

The residential facade "non-repeat" standard shall be:

- (1) A dwelling with the same floor plan and architectural elevation must have at least three lots of separation on the same side of a street and must not be directly across the street from each other.
- (2) A dwelling with the same floor plan but a different architectural elevation must have at least two lots of separation on the same side of a street and must not be directly across the street from each other.

All fences on a residential lot abutting an open space must be ornamental metal fences, such as wrought iron or tubular steel. Fences constructed between residences can be wood, however the fence section facing the street, shall be ornamental metal. Wood fences shall be constructed with a minimum of #2 spruce or cedar boards and shall be single-faced with 1"x4" pickets placed side-by-side and capped with a 2" x 8" cap with 1"x4" trim under the cap. All wood fencing shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.

The City Council may, upon application in specific cases, allow exceptions to the requirements set forth herein when, in the judgment of the City Council, the intent of these regulations is satisfied and the alternative exterior materials or composition is consistent with the architectural theme of the Property.

#### **IV. Landscape Perimeter Requirements**



A landscaped buffer area consisting of trees, turf, or other living ground cover, and being at least 25 feet in width, shall be provided adjacent to and outside of the rights-of-way for all areas adjacent to Avondale-Haslet Road. The buffer shall contain a minimum of one four-inch caliper large canopy tree for every 75 linear feet of roadway, and one evergreen tree that is a minimum of six feet in height for every 50 linear feet of roadway. Required trees may be clustered.

#### **V. Homeowners Association**

A permanent and mandatory homeowners association ("HOA") will be established by recorded covenants, conditions, and restrictions ("CCRs"), and all residential lots shall be subject to the CCRs. The CCRs will be finalized before the fifth residential unit (excluding models) is constructed. The HOA will have the authority to levy annual dues against any and all residential lots, which dues will constitute an enforceable and foreclosable lien against each respective lot.

Common areas, parks, playgrounds, lakes, hike and bike trails, entries, and internal street medians will be maintained by the HOA, and perpetual maintenance thereof will be required by the CCRs.

#### **VI. Gas Wells**

(a) Article II of this Agreement sets forth the Governing Regulations that apply to future petroleum or gas well development and related improvements on the Property. Any existing well or pipeline brought into the City through annexation, and any recompletion, restimulation, production, and other similar activities for an existing well, will be grandfathered and no specific use permit will be required for continued operation of that well or pipeline.

(b) Each gas well in existence on the Effective Date, and any recompletion, restimulation, production, or other similar activities for that gas well, will be subject only to the regulations that applied to the well at the time the operator filed the first application for a permit for the well.

(c) New petroleum or gas wells and new related improvements on existing petroleum or gas wells (excluding restimulation, recompletion, production, or other similar activities associated with existing wells) are permitted only in the drillable areas shown on **Exhibit C** and described on **Exhibit I** (the "**Drillable Areas**").

(d) Fees associated with petroleum or gas well development shall be governed by Article IV of this Agreement.

(e) No residential structures or protected use structures within the Property, defined as "public Building Occupancy E, A, I, R, Park, or Religious Institution" may be constructed within 400 feet of the Drillable Areas. No property line shall be within 100 feet of the Drillable Areas. No variances or waivers to the setbacks in this subsection shall be permitted.

(f) The spacing requirements in this Section VI shall be the sole spacing requirements applicable to (i) existing and future petroleum or gas well development of any kind



within the Property; and (ii) the construction of new buildings on the Property. This Section VI shall control in the event of any conflict with the City Code or the Governing Regulations.

(g) The Owner shall be required to screen each pad site in accordance with the applicable City Code provisions. For a pad site with one or more gas wells in existence on the Effective Date, the required screening shall be installed concurrently with the infrastructure installation for the platted phase that includes the pad site. For a pad site that is undeveloped as of the Effective Date, screening shall be installed within 90 days after the City delivers written notice to the Owner notifying the Owner that completion of the drilling of the first gas well on the pad site has occurred. The gas well operator shall not be required to screen the pad sites. Screening, including landscaping elements, shall be maintained by the Owner and/or the home owners association (HOA) for the Property.

(h) For purposes of applying the regulations required by this Agreement, the Parties acknowledge that the following gas wells existed on the Property prior to the Effective Date, and a detailed inventory of improvements existing (including an aerial photograph of each pad site) on the Effective Date is attached as Attachment 1 to this **Exhibit E**:

• Garnett-Laprelle 1	API # 4243930289	RRC Permit Date: 12/13/2001
• Garnett Laprelle 2	API# 4243930246	RRC Permit Date: 8/30/2001
• Garnett Laprelle 3	API# 4243930329	RRC Permit Date: 3/25/2002
• Garnett Laprelle 4	API# 4243930388	RRC Permit Date: 5/8/2002
• Garnett Laprelle 5	API# 4243930383	RRC Permit Date: 5/8/2002
• Garnett Laprelle 6H	API# 4243930875	RRC Permit Date: 4/28/2004
• Garnett Laprelle 7H	API# 4243931081	RRC Permit Date: 12/8/2004
• Garnett Laprelle 9H	API# 4243931882	RRC Permit Date: 12/12/2006
• Garnett Laprelle 11H	API# 4243931888	RRC Permit Date: 12/19/2006
• Garnett Laprelle 12H	API# 4243931889	RRC Permit Date: 12/19/2006
• Garnett Laprelle 13H	API# 4243933253	RRC Permit Date: 4/7/2008
• Garnett Laprelle 14H	API# 4243933254	RRC Permit Date: 4/8/2008
• Garnett Laprelle 15H	API# 4243933255	RRC Permit Date: 4/7/2008
• James Payton 1H	API# 4243933797	RRC Permit Date: 10/2/2008

## **VII. Additional Terms**

All internal electric, cable, and fiber optic utility lines installed within the residential portion of the Property shall be located below ground. All existing electric utilities within the Property or along the perimeter of the Property area may, at the Owner's option, remain as they exist as of the Execution Date.

Roads leading into the Property will contain entry monumentation of a similar architectural character, style, and quality to other hardscaping and landscaping features of the Property.

If a community trail is proposed along a street or thoroughfare, the trail will take the place of any required sidewalk adjacent to the roadway. For purposes of this paragraph, a community trail means a minimum six-foot wide concrete trail that is ADA compliant.

**Attachment 1 to Exhibit E**  
**Inventory of Existing Gas Wells and Related Improvements (including Aerial Photos of**  
**each Pad Site) as of the Effective Date**

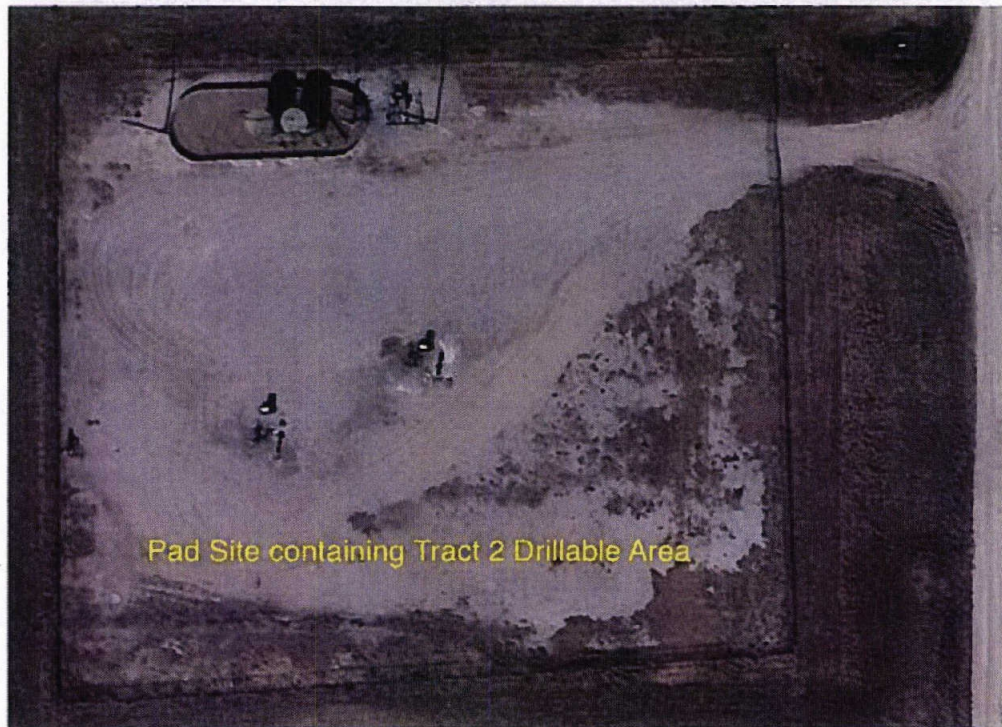
See the following page



Attachment 1 to Exhibit E  
Inventory of Existing Gas Wells and Related Improvements  
(including Aerial Photos of each Pad Site) as of the Effective Date

Inventory of Equipment on Devon Gas Pad Sites with LeTara										
Equipment	Pad Contains Drilling Area #	Wellhead	Tanks	Separators	Chem Tanks	Compressor	Cathodic Protection	Flow Gas Meters	Automation tower	
<b>Wells</b>										
Garnett Laprelle #1	5	1	1	1	1	0	1	1	1	
API # 4243930289, RRC 12-13-2001										
Garnett Laprelle #2	3	1	1	1	1	0	1	1	1	
API # 4243930246, RRC 8-30-2001										
Garnett Laprelle #3	4	1	1	1	1	0	1	1	1	
API # 4243930329, RRC 3-25-2002										
Garnett Laprelle #4	2	1	1	1	1	0	1	1	1	
API # 4243930388, RRC 5-8-2002										
Garnett Laprelle #5	6	1	1	1	1	0	1	1	1	
API # 4243930383, RRC 5-8-2002										
Garnett Laprelle #6	6	1	1	1	1	0	1	1	1	
API # 4243930875, RRC 4-28-2004										
Garnett Laprelle #7	7	1	1	1	1	0	1	1	1	
API # 4243931081, RRC 12-8-2004										
Garnett Laprelle #9	4	1	1	1	1	0	1	1	1	
API # 4243931882, RRC 12-12-2006										
Garnett Laprelle #11	1	1	1	1	1	0	1	1	1	
API # 4243931886, RRC 12-19-2006										
Garnett Laprelle #12	2	1	1	1	1	0	1	1	1	
API # 4243931889, RRC 12-19-2006										
Garnett Laprelle #13	1	1	1	1	1	0	1	1	1	
API # 4243933253, RRC 4-7-2008										
Garnett Laprelle #14	4	1	1	1	1	0	1	1	1	
API # 4243933254, RRC 4-8-2008										
Garnett Laprelle #15	5	1	1	1	1	1	1	1	1	
API # 4243933255, RRC 4-7-2008										
James Payton #1H	7	1	1	1	1	0	1	1	1	
API # 4243933797, RRC 10-2-2008										

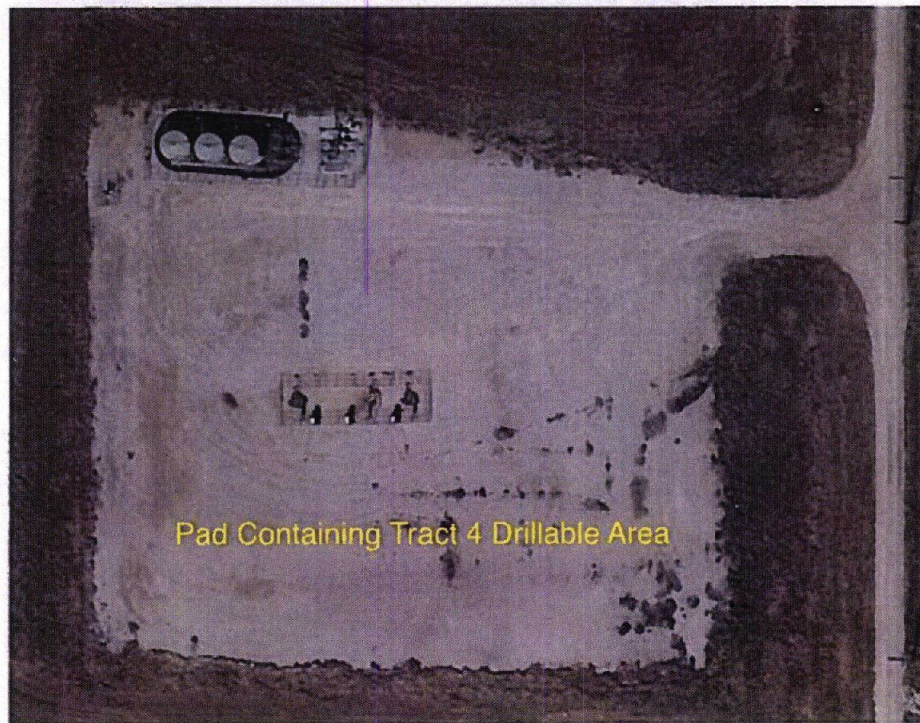








Pad Containing Tract 3 Drillable Area

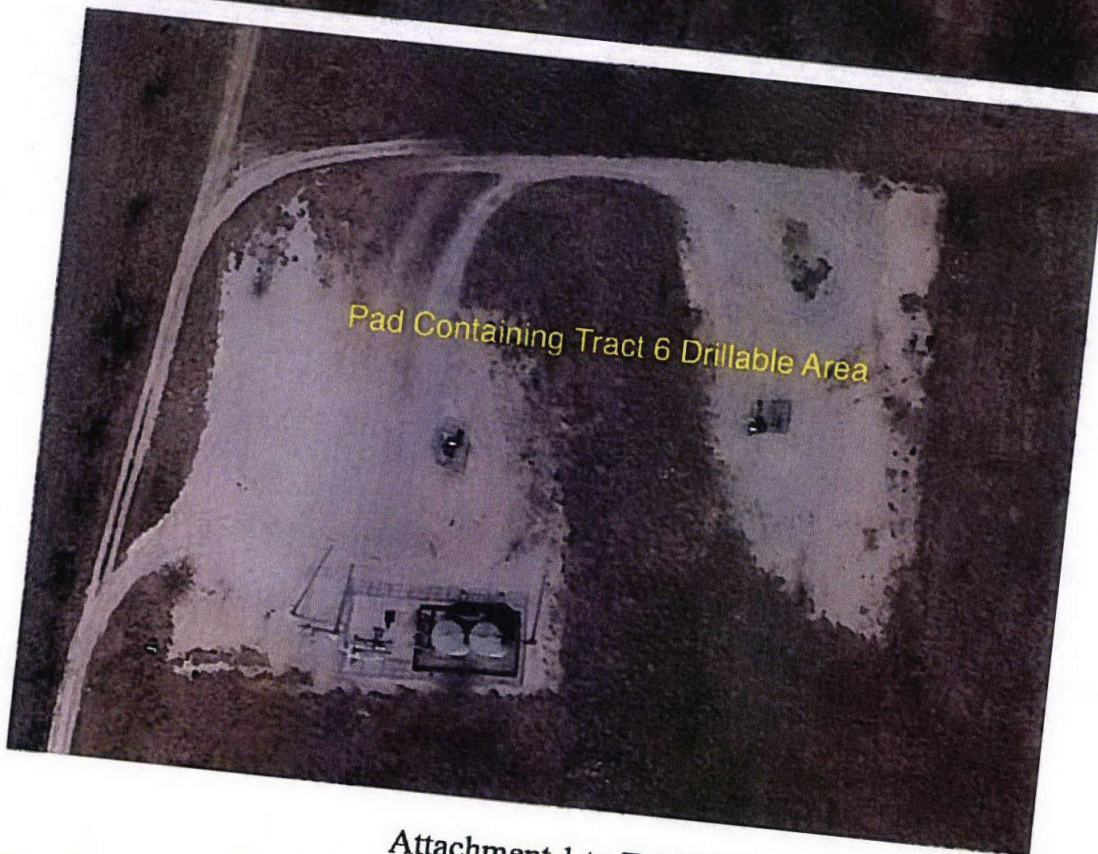


Pad Containing Tract 4 Drillable Area



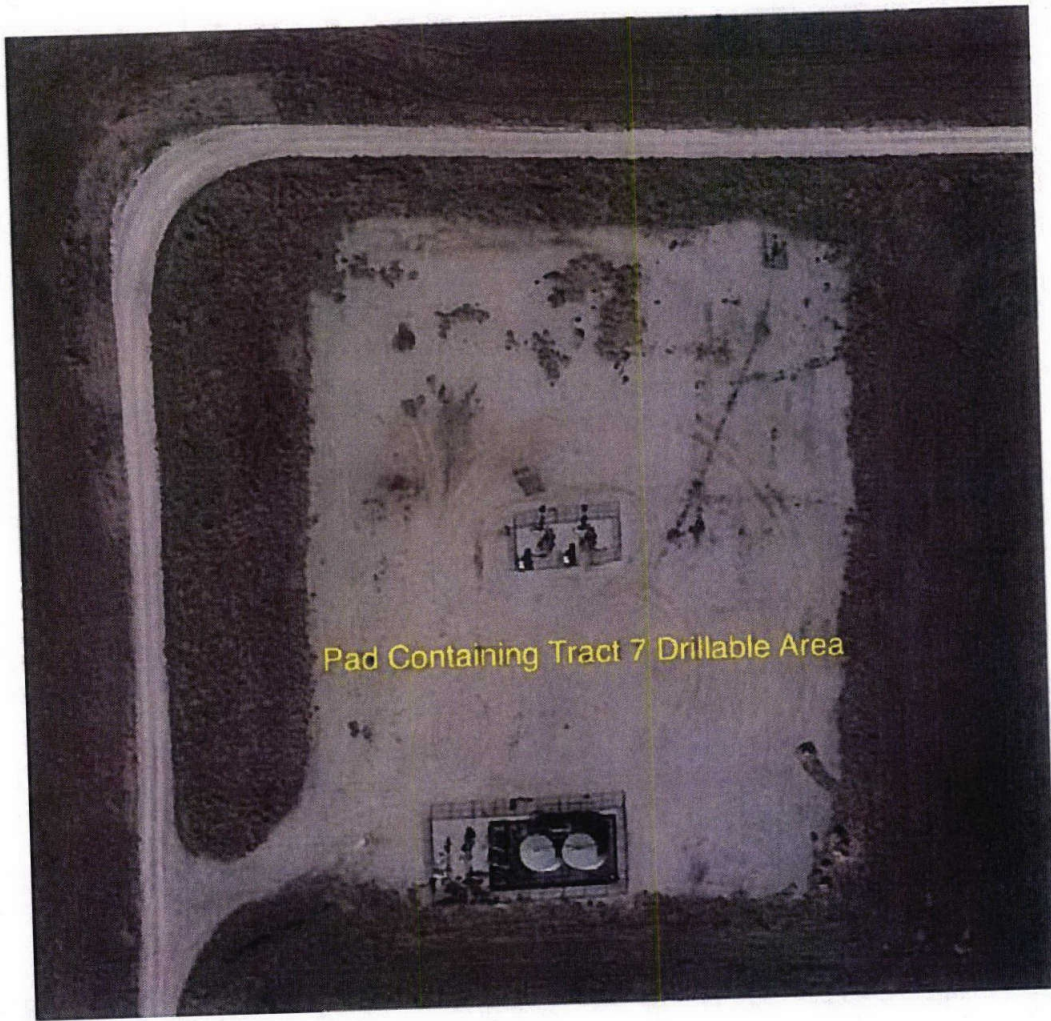


Pad Containing Tract 5 Drillable Area



Pad Containing Tract 6 Drillable Area







**EXHIBIT F**  
**OPEN SPACE AMENITIES**

Open space designated on the Concept Plan shall include the following amenities: benches, fitness trail stations connected to a public trail system, walking paths, and landscaping. In addition, the following minimum requirements must be satisfied:

**Public Trail System & Surrounding Open Space**

- Construction of a six-foot wide, four-inch thick continuous concrete trail system as shown on Concept Plan.
- Construction of a minimum 400 SF metal or natural wood pavilion/shade structure to be located along the trail. The roof will consist of shingle, metal, or composition shingles of earth tone colors (browns, tans, greys).
- Construction of a minimum of ten fitness stations along the trail system.

**Open Space within 400-Foot Setbacks of Gas Well Sites:**

- Installation of ground cover or natural or planted grasses and a minimum of one three-inch caliper Red Oak, Chinese Pistache, Live Oak or Red Cedar tree for every 20,000 square feet of open space located within 400 feet of each gas well pad site.

**Interior Pocket Parks (4 Total Separate Pocket Park Areas)**

- Installation of a minimum of 2 benches in each pocket park.
- Installation of a minimum of one three-inch caliper Red Oak, Chinese Pistache, Live Oak or Red Cedar for every 5,000 square feet within each pocket park.
- Construction of one continuous concrete sidewalk that is a minimum of five feet in width traversing across each pocket park.
- Installation of a minimum of one focal planting area or decorative landscape design per pocket park.

Required amenities and landscaping may be installed in phases as each open space area designated on the Concept Plan is platted and improved with an adjacent development phase.

**EXHIBIT F-1**  
**GENERAL LOCATION OF POTENTIAL FUTURE TRAIL EASEMENT**  
**ON NANCE PROPERTY**

See the following page



Potential Trail Connectivity to Haslet  
Community Park





**EXHIBIT G**  
**PUBLIC IMPROVEMENTS**

<u>Onsite General</u>	<u>Total</u>
Excavation	788,344
Sanitary Sewer	2,281,951
Water	2,624,692
Storm Drain	1,640,641
Gas Distribution	692,312
Paving	4,858,783
Street Lights	655,585
Retaining/Screening Walls	1,850,000
Landscaping	950,000
Planning/Engineering/Legal	971,421
Contingency (10%)	<u>1,731,373</u>
<b>Total - Onsite General</b>	<b>19,045,103</b>
 <u>Offsite Water Improvements</u>	
500,000 Gallon Elevated Water Tank <i>*incl. Pump Station: 2 @ 500 GPM, 1 @ 1000 GPM</i>	2,010,000
600 LF of Offsite Water (to Meadows Ph. II)	181,500
1,150 LF from Existing 16" to John Day Road	519,375
2,550 LF from John Day Road to FTW Limits	192,313
Contingency/Permitting (10%)	<u>290,319</u>
<b>Total - Offsite Water</b>	<b>3,193,506</b>
 <u>Offsite Sewer</u>	
Offsite Sewer Improvements	2,500,000

*\*subject to Contract 41774: Interlocal Agreement w/ TRA & Fort Worth, or any revisions of said contract* #

<b>Total - Offsite Sewer</b>	<b>2,500,000</b>
<u><b>John Day Road Improvements</b></u>	
Excavation	129,600
Water	429,188
Storm Sewer	643,813
Paving	2,581,917
Screening Wall	1,060,000
Street Lights	67,500
Contingency (10%)	<u>491,202</u>
<b>Total - Spine Road</b>	<b>5,403,219</b>
<u><b>Other Costs</b></u>	
Misc. - Staking, SWPPP, Soil Testing, Fees	<u>443,854</u>
<b>Total - Other Costs</b>	<b>443,854</b>
<b>Total Public Improvements</b>	<b>\$30,585,681</b>

The costs for the Public Improvements shall also include off-site roadway improvements required by a traffic study, as described in Section 3 on **Exhibit D**, which are estimated to be \$1,460,000.

All costs on this **Exhibit G** are estimates that are subject to change as the Property is final platted and actual construction bids are received. These estimates do not include all of the soft costs associated with the issuance of bonds or administration of the PID.



**Exhibit H**  
**Annexation Petitions**

**PETITION FOR ANNEXATION**

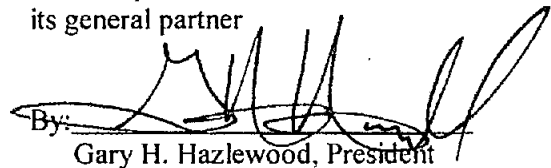
TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HASLET,  
TEXAS:

The undersigned owners of the area more fully described in **Exhibit A** of this Development Agreement (the "Property") hereby request that the City annex the Property into the corporate limits for full purposes in accordance with the terms of this Development Agreement.

EXECUTED this 8 day of March, 2017.

Triple "T" Farms, Ltd.,  
a Texas limited partnership

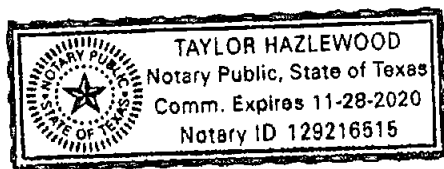
By: USM Capital, LLC.  
its general partner

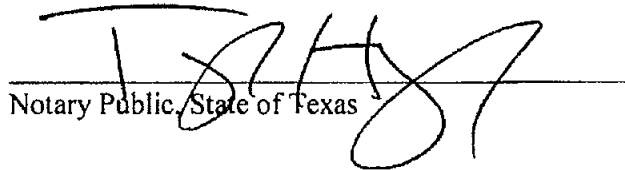
By:   
Gary H. Hazlewood, President

Date: March 8, 2017

STATE OF TEXAS                   §  
                                          §  
COUNTY OF Tarrant       §

This instrument was acknowledged before me on the 8 day of March, 2017 by Gary H. Hazlewood, President, USM Capital, LLC, general partner to Triple "T" Farms, Ltd., a Texas limited partnership, on behalf of said limited partnership.



  
Notary Public, State of Texas

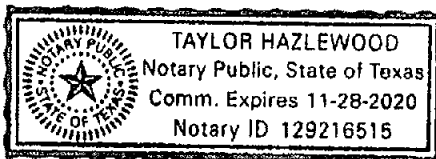
HWY 377 PARTNERS, LTD  
a Texas limited partnership

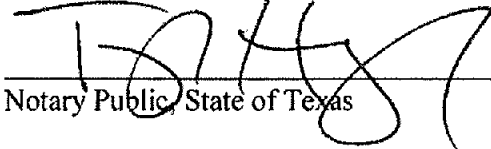
By: 

Gary H. Hazlewood, President, HWY 377 Partners GP, LLC,  
As General Partner for HWY 377 Partners, LTD

STATE OF TEXAS                   §  
                                             §  
COUNTY OF DENTON           §

This instrument was acknowledged before me on the 8 day of March 2017 by Gary H. Hazlewood, President, HWY 377 Partners GP, LLC, a Texas Limited Liability Company, as general partner, for, and on behalf of HWY 377 Partners, LTD, a Texas limited partnership.



  
Notary Public, State of Texas

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HASLET,  
TEXAS:

Effective upon becoming owner of the School Property more fully described on Exhibit A-1 of this Development Agreement (the "School Property"), the Northwest Independent School District hereby requests that the City annex the School Property into the corporate limits for full purposes in accordance with the terms of this Development Agreement.

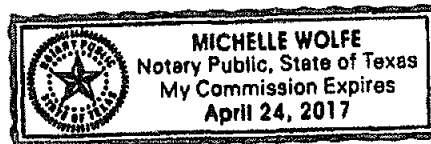
EXECUTED this 24<sup>th</sup> day of February, 2017.

By: [Signature]  
Name: Jon Graswich  
Title: Assoc. Superintendent

STATE OF TEXAS                   §  
                                             §  
COUNTY OF DENTON           §

This instrument was acknowledged before me on the 24<sup>th</sup> day of February 2017 by Jon Graswich, Assoc. Superintendent of the Northwest ISD, in behalf of said ISD.

[Signature]  
Notary Public, State of Texas





**Exhibit I**  
**Metes and Bounds Descriptions of Drillable Areas**

**TRACT 1 - 65' x 40' DRILLABLE AREA**

BEING a 0.058 acre tract of land in the Coleman Boyd Survey, Abstract Number 225, situated in Tarrant County, Texas, and being a portion of a called 217.359 acre tract of land described in deed to Triple T. Farms, LTD recorded in Instrument Number D204357851, Deed Records, Tarrant County, Texas. The bearings for this description are based on the Texas State Plane Coordinate System, NAD 83 North Central Zone. Said 0.058 acre tract of land being described by metes and bounds as follows:

COMMENCING at a brass monument in concrete found at the southeast corner of said 217.359 acre tract, at the southwest corner of a certain tract of land described in deed to Avondale Land Company LLC, recorded in Volume 16473, Page 9, Deed Records, Tarrant County, Texas, and being in the north line of a certain tract of land described in deed to Regina Neal King, recorded in Volume 1418, Page 29, Deed Records, Tarrant County, Texas;

THENCE South 89°41'14" West, along the south line of said 217.359 acre tract and the north line of Regina Neal King tract, a distance of 178.63 Feet;

THENCE departing said north and south lines and continuing over and across said 217.359 acre tract, the following courses and distances;

North 00°18'46" West, a distance of 124.79 Feet to the POINT OF BEGINNING;

South 89°22'40" West, a distance of 65.00 Feet;

North 00°37'20" West, a distance of 40.00 Feet;

North 89°22'40" East, a distance of 65.00 Feet;

South 00°37'20" East, a distance of 40.00 Feet to the POINT OF BEGINNING and containing a computed area of 0.058 Acres, more or less.

**TRACT 2 - 75' x 115' DRILLABLE AREA**

BEING a 0.198 acre tract of land in the Coleman Boyd Survey, Abstract Number 225, situated in Tarrant County, Texas, and being a portion of a called 217.359 acre tract of land described in deed to Triple T. Farms, LTD recorded in Instrument Number D204357851, Deed Records, Tarrant County, Texas. The bearings for this description are based on the Texas State Plane Coordinate System, NAD 83 North Central Zone. Said 0.198 acre tract of land being described by metes and bounds as follows:

COMMENCING at a brass monument in concrete found at the southeast corner of said 217.359 acre tract, at the southwest corner of a certain tract of land described in deed to Avondale Land Company LLC, recorded in Volume 16473, Page 9, Deed Records, Tarrant County, Texas, and being in the north line of a

certain tract of land described in deed to Regina Neal King, recorded in Volume 1418, Page 29, Deed Records, Tarrant County, Texas;

THENCE North 00°17'42" West, along the east line of said 217.359 acre tract and the west line of said Avondale Land Company LLC tract, at a distance of 400.00 feet pass the common west corner of said Avondale Land Company LLC tract and a certain called 54.75 acre tract of land described in deed to HWY 377 Partners, LTD, recorded in Instrument Number D205373449, Deed Records, Tarrant County, Texas for a total distance of 1392.93 Feet;

THENCE departing said east and west lines and continuing over and across said 217.359 acre tract, the following courses and distances;

South 89°42'18" West, a distance of 231.97 Feet to the POINT OF BEGINNING;

South 89°22'39" West, a distance of 115.00 Feet;

North 00°37'21" West, a distance of 75.00 Feet;

North 89°22'39" East, a distance of 115.00 Feet;

South 00°37'21" East, a distance of 75.00 Feet to the POINT OF BEGINNING and containing a computed area of 0.198 Acres, more or less.

### **TRACT 3 - 52' x 50' DRILLABLE AREA**

BEING a 0.060 acre tract of land in the Coleman Boyd Survey, Abstract Number 225, situated in Tarrant County, Texas, and being a portion of a called 217.359 acre tract of land described in deed to Triple T. Farms, LTD recorded in Instrument Number D204357851, Deed Records, Tarrant County, Texas. The bearings for this description are based on the Texas State Plane Coordinate System, NAD 83 North Central Zone. Said 0.060 acre tract of land being described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found at the northeast corner of said 217.359 acre tract, at a northwest corner of a certain tract of land described in deed to Atchison, Topeka and Santa Fe Railway Company, recorded in Volume 10860, Page 1572, Deed Records, Tarrant County, Texas, and being in the south right of way line of Avondale-Haslet Road, a variable width public right of way;

THENCE South 00°09'39" East, along the common line of said 217.359 acre tract and said Atchison, Topeka and Santa Fe Railway Company tract, a distance of 42.74 Feet;

THENCE South 00°32'31" East, continuing along said common line, a distance of 406.13 Feet;

THENCE departing said common line and continuing over and across said 217.359 acre tract, the following courses and distances;

South 89°27'11" West, a distance of 174.45 Feet to the POINT OF BEGINNING;

South 00°37'25" East, a distance of 52.00 Feet;

South 89°22'35" West, a distance of 50.00 Feet;

North 00°37'25" West, a distance of 52.00 Feet;

North 89°22'35" East, a distance of 50.00 Feet to the POINT OF BEGINNING and containing a computed area of 0.060 Acres, more or less.

#### **TRACT 4 - 45' x 125' DRILLABLE AREA**

BEING a 0.129 acre tract of land in the Coleman Boyd Survey, Abstract Number 225, situated in Tarrant County, Texas, and being a portion of a called 217.359 acre tract of land described in deed to Triple T. Farms, LTD recorded in Instrument Number D204357851, Deed Records, Tarrant County, Texas. The bearings for this description are based on the Texas State Plane Coordinate System, NAD 83 North Central Zone. Said 0.129 acre tract of land being described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found at the northeast corner of said 217.359 acre tract, at the northwest corner of a certain tract of land described in deed to Atchison, Topeka and Santa Fe Railway Company, recorded in Volume 10860, Page 1572, Deed Records, Tarrant County, Texas, and being in the south right of way line of Avondale-Haslet Road, a variable width public right of way;

THENCE South 00°09'39" East, along the common line of said 217.359 acre tract and said Atchison, Topeka and Santa Fe Railway Company tract, a distance of 42.74 Feet;

THENCE South 00°32'31" East, continuing along said common line, a distance of 2147.41 Feet;

THENCE departing said common line and continuing over and across said 217.359 acre tract, the following courses and distances;

South 89°22'34" West, a distance of 244.62 Feet to the POINT OF BEGINNING;

South 00°37'26" East, a distance of 45.00 Feet;

South 89°22'34" West, a distance of 125.00 Feet;

North 00°37'26" West, a distance of 45.00 Feet;

North 89°22'34" East, a distance of 125.00 Feet to the POINT OF BEGINNING and containing a computed area of 0.129 Acres, more or less.



### **TRACT 5 - 50' x 95' DRILLABLE AREA**

BEING a 0.109 acre tract of land in the Coleman Boyd Survey, Abstract Number 225, situated in Tarrant County, Texas, and being a portion of a called 167.3358 acre tract of land described in deed to Triple T. Farms, LTD recorded in Volume 15195, Page 55, Deed Records, Tarrant County, Texas. The bearings for this description are based on the Texas State Plane Coordinate System, NAD 83 North Central Zone. Said 0.109 acre tract of land being described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found at the northwest corner of said 167.3358 acre tract;

THENCE South 00°17'28" East, along the west line of said 167.3358 acre tract, a distance of 765.67 Feet;

THENCE departing said west line and continuing over and across said 167.3358 acre tract, the following courses and distances;

North 89°22'53" East, a distance of 244.99 Feet to the POINT OF BEGINNING;

North 89°22'53" East, a distance of 95.00 Feet;

South 00°37'04" East, a distance of 50.00 Feet;

South 89°22'53" West, a distance of 95.00 Feet;

North 00°37'04" West, a distance of 50.00 Feet to the POINT OF BEGINNING and containing a computed area of 0.109 Acres, more or less.

### **TRACT 6 - 90' x 175' DRILLABLE AREA**

BEING a 0.362 acre tract of land in the Coleman Boyd Survey, Abstract Number 225, situated in Tarrant County, Texas, and being a portion of a called 167.3358 acre tract of land described in deed to Triple T. Farms, LTD recorded in Volume 15195, Page 55, Deed Records, Tarrant County, Texas. The bearings for this description are based on the Texas State Plane Coordinate System, NAD 83 North Central Zone. Said 0.362 acre tract of land being described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found at the northwest corner of said 167.3358 acre tract;

THENCE South 00°17'28" East, along the west line of said 167.3358 acre tract, a distance of 3148.97 Feet;

THENCE departing said west line and continuing over and across said 167.3358 acre tract, the following courses and distances;

North 89°22'53" East, a distance of 147.85 Feet to the POINT OF BEGINNING;

North 89°22'53" East, a distance of 175.00 Feet;

South 00°37'07" East, a distance of 90.00 Feet;

South 89°22'53" West, a distance of 175.00 Feet;

North 00°37'07" West, a distance of 90.00 Feet to the POINT OF BEGINNING and containing a computed area of 0.362 Acres, more or less.

**TRACT 7 - 50' x 90' DRILLABLE AREA**

BEING a 0.103 acre tract of land in the Coleman Boyd Survey, Abstract Number 225, situated in Tarrant County, Texas, and being a portion of a tract of land described in deed to Hwy 377 Partners, LTD, recorded in Document Number D205373449, Deed Records, Tarrant County, Texas. The bearings for this description are based on the Texas State Plane Coordinate System, NAD 83 North Central Zone. Said 0.103 acre tract of land being described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found for the northeast corner of said Hwy 377 Partners, LTD tract and being the most easterly southeast corner of a certain tract of land described in deed to Triple T Farms, LTD, recorded in Instrument Number D204357851, Deed Records, Tarrant County, Texas;

THENCE South 89°42'27" West, along the north line of said Hwy 377 Partners, LTD tract and a south line of said Triple T Farms, LTD tract, a distance of 814.44 Feet;

THENCE departing said north and south lines and continuing over and across said HWY 377 Partners, LTD tract, the following courses and distances;

South 00°37'23" East, departing said north and south lines, a distance of 132.17 Feet to the POINT OF BEGINNING;

South 00°37'23" East, a distance of 50.00 Feet;

South 89°22'37" West, a distance of 90.00 Feet;

North 00°37'23" West, a distance of 50.00 Feet;

North 89°22'37" East, a distance of 90.00 Feet to the POINT OF BEGINNING and containing a computed area of 0.103 Acres, more or less.