

Exhibit A-2
Legal Description of the CTMGT Tract

DON W. HICKEY, RPLS, LSLS
ALAN W. HICKEY, RPLS
GAREY W. GILLEY, RPLS, LSLS
CONSULTANT

ESTABLISHED 1880
BROOKES BAKER SURVEYORS
A PROFESSIONAL CORPORATION
TITLE AND TOPOGRAPHIC SURVEYING
930 Hickey Court
Granbury, Texas 76049
817-279-0232
Fax 817-279-9694

BROOKES BAKER (1902-1955)
JOHN F. BAKER (1924-1985)
S.J. BAKER (1927-1999)
FRED M. MORRIS (1936-1999)

January 10, 2012
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Field notes for:

Parts of the JOSHUA KING SURVEY, Abstract No. 712, the THOMAS PEOPLES SURVEY, Abstract No. 677 and the WILLIAM WALLACE SURVEY, Abstract No. 1434 situated in Wise and Denton Counties, Texas; embracing a portion of the 1302-325/1000 acres tract described in the deed to Alpha Ranch, Ltd. recorded in volume 4645, page 306 of the Real Records of Denton County, Texas and a portion of the 15 acres tract described in the deed to Alpha Ranch, Ltd. recorded in volume 982, page 770 of the Official Records of Wise County, Texas and described by metes and bounds as follows:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (1993). The lengths shown hereon are horizontal ground lengths. To convert horizontal ground lengths to grid lengths multiply by 0.999834271. All 5/8" capped irons set called for in this description are marked (BROOKES BAKER SURVEYORS).

Commencing at a 1/2" iron found for the northeast corner of said 1302-325/1000 acres tract and for the northeast corner of the 7-4671/10000 acres tract described in the deed to the State of Texas recorded in Document No. 2009-94264 of the said Real Records and run, along the east line of said 1302-325/1000 acres tract south 00 degrees-00 minutes-47 seconds west 1005-27/100 feet to a 5/8" capped iron set for the most easterly northeast and beginning corner of the tract being described.

Thence south 00 degrees-00 minutes-47 seconds west, continuing along the east line of said 1302-325/1000 acres tract, 1061-43 /100 feet to a 5/8" capped iron recovered on the bank of a creek.

Thence northwesterly, along the bank of said creek, the following:

north 77 degrees-17 minutes-05 seconds west 116-40 /100 feet to a 5/8" capped iron recovered;
north 32 degrees-28 minutes-35 seconds west 63-11 /100 feet to a 5/8" capped iron recovered;
north 58 degrees-45 minutes-52 seconds west 157-02 /100 feet to a 5/8" capped iron recovered;
south 89 degrees-33 minutes-37 seconds west 131-65 /100 feet to a 5/8" capped iron recovered;
south 57 degrees-15 minutes-12 seconds west 181-36 /100 feet to a 5/8" capped iron recovered;

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Field notes for:

south 82 degrees-38 minutes-29 seconds west 91-87 /100 feet to a 5/8" capped iron recovered;
south 88 degrees-03 minutes-29 seconds west 184-85 /100 feet to a 5/8" capped iron recovered;
north 84 degrees-11 minutes-04 seconds west 124-78 /100 feet to a 5/8" capped iron recovered;
south 60 degrees-09 minutes-04 seconds west 56-57 /100 feet to a 5/8" capped iron recovered;
north 76 degrees-34 minutes-24 seconds west 30-97 /100 feet to a 5/8" capped iron recovered;
north 38 degrees-19 minutes-29 seconds west 53-12 /100 feet to a 5/8" capped iron recovered;
north 55 degrees-04 minutes-31 seconds west 56-57 /100 feet to a 5/8" capped iron recovered;
north 65 degrees-39 minutes-07 seconds west 89-01 /100 feet to a 5/8" capped iron recovered;
north 83 degrees-46 minutes-32 seconds west 138-77 /100 feet to a 5/8" capped iron recovered;
north 85 degrees-50 minutes-20 seconds west 140-73 /100 feet to a 5/8" capped iron recovered;
north 68 degrees-19 minutes-49 seconds west 78-27 /100 feet to a 5/8" capped iron recovered;
north 87 degrees-33 minutes-52 seconds west 93-10 /100 feet to a 5/8" capped iron recovered;
north 87 degrees-29 minutes-07 seconds west 55-28 /100 feet to a 5/8" capped iron recovered;
south 72 degrees-16 minutes-16 seconds west 123-53 /100 feet to a 5/8" capped iron recovered;
south 12 degrees-39 minutes-52 seconds west 154-72 /100 feet to a 5/8" capped iron recovered;
south 62 degrees-03 minutes-00 seconds west 118-29 /100 feet to a 5/8" capped iron recovered;
south 62 degrees-03 minutes-15 seconds west 153-28 /100 feet to a 5/8" capped iron recovered;
north 78 degrees-58 minutes-48 seconds west 61-85 /100 feet to a 5/8" capped iron recovered;
north 59 degrees-20 minutes-46 seconds west 103-81 /100 feet to a 5/8" capped iron recovered;

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Field notes for:

north 14 degrees-47 minutes-46 seconds west 52-42 /100 feet to a 5/8" capped iron recovered;
north 24 degrees-09 minutes-46 seconds west 66-08 /100 feet to a 5/8" capped iron recovered;
north 49 degrees-38 minutes-53 seconds west 78-58 /100 feet to a 5/8" capped iron recovered;
north 53 degrees-25 minutes-50 seconds west 236-42 /100 feet to a 5/8" capped iron recovered;
north 44 degrees-59 minutes-34 seconds west 102-51 /100 feet to a 5/8" capped iron recovered;
south 88 degrees-00 minutes-28 seconds west 61-59 /100 feet to a 5/8" capped iron recovered;
north 78 degrees-03 minutes-01 seconds west 132-78 /100 feet to a 5/8" capped iron recovered;
south 62 degrees-32 minutes-28 seconds west 60-18 /100 feet to a 5/8" capped iron recovered;
north 61 degrees-37 minutes-46 seconds west 53-74 /100 feet to a 5/8" capped iron recovered;
north 54 degrees-16 minutes-34 seconds west 51-78 /100 feet to a 5/8" capped iron recovered;
north 36 degrees-04 minutes-54 seconds west 124-34 /100 feet to a 5/8" capped iron recovered;
north 82 degrees-54 minutes-56 seconds west 48-55 /100 feet to a 5/8" capped iron recovered;
south 64 degrees-28 minutes-40 seconds west 195-13 /100 feet to a 5/8" capped iron recovered;
south 44 degrees-56 minutes-38 seconds west 91-27 /100 feet to a 5/8" capped iron recovered;
south 14 degrees-46 minutes-38 seconds east 125-65 /100 feet to a 5/8" capped iron recovered;
south 18 degrees-16 minutes-01 seconds west 128-15 /100 feet to a 5/8" capped iron recovered;
south 51 degrees-50 minutes-20 seconds west 39-69 /100 feet to a 5/8" capped iron recovered;
north 87 degrees-51 minutes-24 seconds west 37-13 /100 feet to a 5/8" capped iron recovered;
north 60 degrees-08 minutes-53 seconds west 307-20 /100 feet to a 5/8" capped iron recovered;

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Field notes for:

north 61 degrees-41 minutes-31 seconds west 191-39 /100 feet to a 5/8" capped iron recovered;
north 36 degrees-23 minutes-52 seconds west 126-18 /100 feet to a 5/8" capped iron recovered;
north 56 degrees-34 minutes-07 seconds west 180-86 /100 feet to a 5/8" capped iron recovered;
north 35 degrees-01 minutes-48 seconds east 71-64 /100 feet to a 5/8" capped iron recovered;
north 13 degrees-47 minutes-56 seconds east 84-67 /100 feet to a 5/8" capped iron recovered;
north 16 degrees-31 minutes-35 seconds west 119-46 /100 feet to a 5/8" capped iron recovered;
north 34 degrees-56 minutes-42 seconds west 168-71 /100 feet to a 5/8" capped iron recovered;
north 56 degrees-21 minutes-14 seconds west 171-46 /100 feet to a 5/8" capped iron recovered;
north 62 degrees-13 minutes-54 seconds west 182-24 /100 feet to a 5/8" capped iron recovered;
north 51 degrees-40 minutes-08 seconds west 80-81 /100 feet to a 5/8" capped iron recovered;
north 64 degrees-25 minutes-53 seconds west 138-15 /100 feet to a 5/8" capped iron recovered;
north 88 degrees-57 minutes-53 seconds west 106-08 /100 feet to a 5/8" capped iron recovered;
north 19 degrees-50 minutes-00 seconds west 86-11 /100 feet to a 5/8" capped iron recovered;
north 22 degrees-47 minutes-37 seconds west 114-17 /100 feet to a 5/8" capped iron recovered;
north 66 degrees-59 minutes-27 seconds west 57-25 /100 feet to a 5/8" capped iron recovered;
south 77 degrees-45 minutes-30 seconds west 86-66 /100 feet to a 5/8" capped iron recovered;
south 27 degrees-20 minutes-31 seconds west 104-93 /100 feet to a 5/8" capped iron recovered;
south 53 degrees-31 minutes-04 seconds west 125-16 /100 feet to a 5/8" capped iron recovered;
south 42 degrees-37 minutes-56 seconds west 53-92 /100 feet to a 5/8" capped iron recovered;

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Field notes for: (continued)

south 74 degrees-36 minutes-16 seconds west 79-11 /100 feet to a 5/8" capped iron recovered;
north 85 degrees-06 minutes-36 seconds west 146-87 /100 feet to a 5/8" capped iron recovered;
north 81 degrees-25 minutes-58 seconds west 62-39 /100 feet to a 5/8" capped iron recovered;
north 49 degrees-43 minutes-28 seconds west 74-13 /100 feet to a 5/8" capped iron recovered;
north 03 degrees-17 minutes-20 seconds west 94-66 /100 feet to a 5/8" capped iron recovered;
north 29 degrees-14 minutes-43 seconds west 105-31 /100 feet to a 5/8" capped iron recovered;
north 47 degrees-59 minutes-08 seconds west 57-81 /100 feet to a 5/8" capped iron recovered;
north 66 degrees-00 minutes-35 seconds west 68-47 /100 feet to a 5/8" capped iron recovered;
north 13 degrees-38 minutes-37 seconds west 80-48 /100 feet to a 5/8" capped iron recovered;
north 54 degrees-08 minutes-11 seconds east 95-61 /100 feet to a 5/8" capped iron recovered;
north 21 degrees-18 minutes-20 seconds east 83-70 /100 feet to a 5/8" capped iron recovered in a north line of said 1302-325/1000 acres tract and the south line of said 15 acres tract.

Thence north 89 degrees-55 minutes-17 seconds west, along a north line of said 1302-325/1000 acres tract and the south line of said 15 acres tract, 639-88 /100 feet to a 5/8" capped iron recovered for the southwest corner of said 15 acres tract.

Thence north 00 degrees-31 minutes-25 seconds east, along the west line of said 15 acres tract, 425-22 /100 feet to a 5/8" capped iron recovered for the southwest corner of the 3-662/1000 acres tract described in the deed to the State of Texas recorded in volume 762, page 593 of the said Real Records of Wise County, Texas.

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Field notes for: (continued)

Thence northeasterly, along the south line of said 3-662/1000 acres tract, the following:

north 89 degrees-48 minutes-08 seconds east 427-53 /100 feet to a 5/8" capped iron recovered;
north 63 degrees-14 minutes-14 seconds east 111-78 /100 feet to a 5/8" capped iron recovered;
north 89 degrees-48 minutes-48 seconds east 520-15 /100 feet to a 5/8" iron found for the northwest corner of the 30 feet by 60 feet save and except tract described in the deed to Roy L. Ryan recorded in Document No. WD 278795 of the said Real Records Wise County, Texas.

Thence south 00 degrees-10 minutes-11 seconds west, along the west line of said save and except tract, 59-97 /100 feet to a 5/8" iron found.

Thence north 89 degrees-44 minutes-09 seconds east, along the south line of said save and except tract, 30-00 /100 feet to a 5/8" iron found in the east line of said 15 acres tract.

Thence south 00 degrees-12 minutes-58 seconds west, along the east line of said 15 acres tract, 420-36 /100 feet to a 5/8" capped iron recovered for the southeast corner of said 15 acres tract in a north line of said 1302-325/1000 acres tract.

Thence south 89 degrees-55 minutes-18 seconds east, along a north line of said 1302-325/1000 acres tract, 2661-82 /100 feet to a 5/8" capped iron recovered for a re-entrant corner of said 1302-325/1000 acres tract.

Thence north 00 degrees-45 minutes-34 seconds east, along a west line of said 1302-325/1000 acres tract, 301-75 /100 feet to a 5/8" capped iron set for the southwest corner of the said 7-4671/10000 acres tract at the beginning of a curve to the left having a radius of 5849-58/100 feet.

Thence southeasterly, along the south line of said 7-4671/10000 acres tract, the following:

along said curve to the left an arc length of 767-69/100 feet to a 5/8" aluminum capped iron found at its end. The long chord of said 767-69/100 feet arc is south 85 degrees-42 minutes-53 seconds east 767-14/100 feet;

south 89 degrees-28 minutes-27 seconds east 1000-10/100 feet to a 5/8" capped iron set.

Thence south 00 degrees-00 minutes-47 seconds west 865-60 /100 feet to a 5/8" capped iron set.

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SURVEYORS

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Field notes for: (continued)

Thence south 89 degrees-28 minutes-19 seconds east 650-00 /100 feet to the place of beginning and containing 171-089/1000 acres of which 90-600/1000 acres lies within said Joshua King Survey, 69-251/1000 acres lies within said Thomas Peoples Survey and 11-238/1000 acres lies within said William Wilson Survey of said 171-089/1000 acres 143-005/1000 acres lies within said Denton County and 28-084/1000 acres lies within said Wise County.

Surveyed on the ground December, 2011.

BROOKES BAKER SURVEYORS

Don W. Hickey

Don W. Hickey

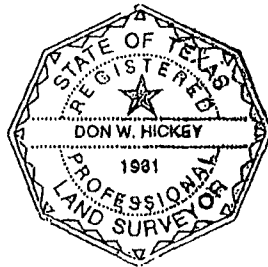


Exhibit A-3
Legal Description of the Ryan Trust Tract

Part of the JOSHUA KING SURVEY, Abstract No. 712 situated in Denton County, Texas; embracing a portion of the 1302-325/1000 acres tract described in the deed to Alpha Ranch, Ltd. recorded in volume 4645, page 306 of the Real Records of Denton County, Texas and described by metes and bounds as follows:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (1993). The lengths shown hereon are horizontal ground lengths. To convert horizontal ground lengths to grid lengths multiply by 0.999834271. All 5/8" capped irons set called for in this description are marked (BROOKES BAKER SURVEYORS).

Commencing at a ½" iron found for the northeast corner of said 1302-325/1000 acres tract and for the northeast corner of the 7-4671/10000 acres tract described in the deed to the State of Texas recorded in Document No. 2009-94264 of the said Real Records and run, along the east line of said 1302-325/1000 acres tract south 00 degrees-00 minutes-47 seconds west 139-64/100 feet to a 5/8" capped iron set for the northeast and beginning corner of the tract being described.

Thence south 00 degrees-00 minutes-47 seconds west, continuing along the east line of said 1302-325/1000 acres tract, 1865-63 /100 feet to a 5/8" capped iron set.

Thence north 89 degrees-28 minutes-19 seconds west 650-00/100 feet to a 5/8" capped iron set.

Thence north 00 degrees-00 minutes-47 seconds east 865-60/100 feet to a 5/8" capped iron set in the south line of said 7-4671/10000 acres tract.

Thence south 89 degrees-28 minutes-27 seconds east, along the south line of said 7-4671/10000 acres tract, 650-00/100 feet to the place of beginning and containing 12-916/1000 acres.

Exhibit A-4
Legal Description of 160.8963 Acres of Land in the Alpha Ranch District

TRACT 1:

Being a tract or parcel of land situated in the JOSHUA KING SURVEY, ABSTRACT NO. 712, Denton County, Texas, being part of 161.97 acres conveyed by Nevada Bröwer, a widow to Milton A. Atkinson and wife, Helen Gwen Atkinson as recorded in Volume 734, Page 754, Deed Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at the Northeast corner of said 161.97 acres in the center of State Highway 114;

THENCE South 00 degrees 45 minutes 44 seconds West, 50.00 feet to a 1/2 inch iron rod found and the point of beginning, same being in the South right of way line of State Highway No. 114 and in the East line of an asphalt road;

THENCE South 00 degrees 45 minutes 44 seconds West, a distance of 2588.75 feet with said gravel road to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 43 minutes 12 seconds West, a distance of 1936.57 feet partially along the North right of way of a gravel road to a 3/8 inch iron rod found for corner;

THENCE North 00 degrees 39 minutes 22 seconds East, a distance of 735.40 feet to a post found for corner;

THENCE South 79 degrees 56 minutes 20 seconds West, a distance of 941.47 feet to a 1/2 inch iron rod set for corner;

THENCE North 00 degrees 25 minutes 42 seconds East, a distance of 2061.11 feet to a post found for corner in the South right of way line of State Highway No. 114;

THENCE South 88 degrees 56 minutes 45 seconds East, a distance of 2874.63 feet along said South right of way line to the Point of Beginning and containing 6,875,822.13 square feet or 157.847 acres of land, more or less.

SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Steve Babcock, by Special Warranty Deed dated February 22, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65393, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Ben Burnside, by Special Warranty Deed dated March 1, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65394, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Elizabeth Garth, by Special Warranty Deed dated March 20, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65395, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Mary Reyes, by Special Warranty Deed dated April 12, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65397, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 9.2389 acre tract of land conveyed to the State of Texas, by Deed dated August 7, 2009, filed August 20, 2009, recorded under Instrument No. 2009-100971, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.420 acre tract of land conveyed to Denton County, Texas, by Special Warranty Deed dated September 2, 2010, filed October 26, 2010, recorded under Instrument No. 2010-107112, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Issac Lemme, by Special Warranty Deed dated May 25, 2011, filed August 5, 2011, recorded under Instrument No. 2011-73054, of the Real Property Records of Denton County, Texas.

TRACT 2:

BEING a tract of land situated in the JOSHUA KING SURVEY, ABSTRACT NO. 712, Denton County, Texas, and being a part of a tract of land conveyed to Sharon Ann McCulloch-Wells, as recorded in Volume 4009, Page 240 of the Deed Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at the Northeast corner of a tract of land conveyed to Milton A. Atkinson by deed recorded in Volume 734, Page 754 of the Deed Records, Denton County, Texas and being in the center of State Highway 114, Thence South 00 degrees 45 minutes 44 seconds West, a distance of 2,638.75 feet Thence North 89 degrees 43 minutes 12 seconds West, a distance of 1,936.57 feet to an 3/8 inch iron rod found for corner, said point being the Northerly Southeast corner of said McCulloch-Wells tract;

THENCE North 89 degrees 11 minutes 39 seconds West, along the Northerly South line of said McCulloch tract, a distance of 922.83 feet to an 1/2 iron rod set for corner;

THENCE North 00 degrees 25 minutes 42 seconds East, a distance of 557.91 feet to an 1/2 inch iron rod found for corner;

THENCE North 79 degrees 56 minutes 20 seconds East, a distance of 941.47 feet to a fence post for corner;

THENCE South 00 degrees 39 minutes 22 seconds West, a distance of 735.40 feet to the POINT OF BEGINNING and containing 13.7182 acres or 597,563.3936 square feet of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

Exhibit B
Map of the Brookfield District

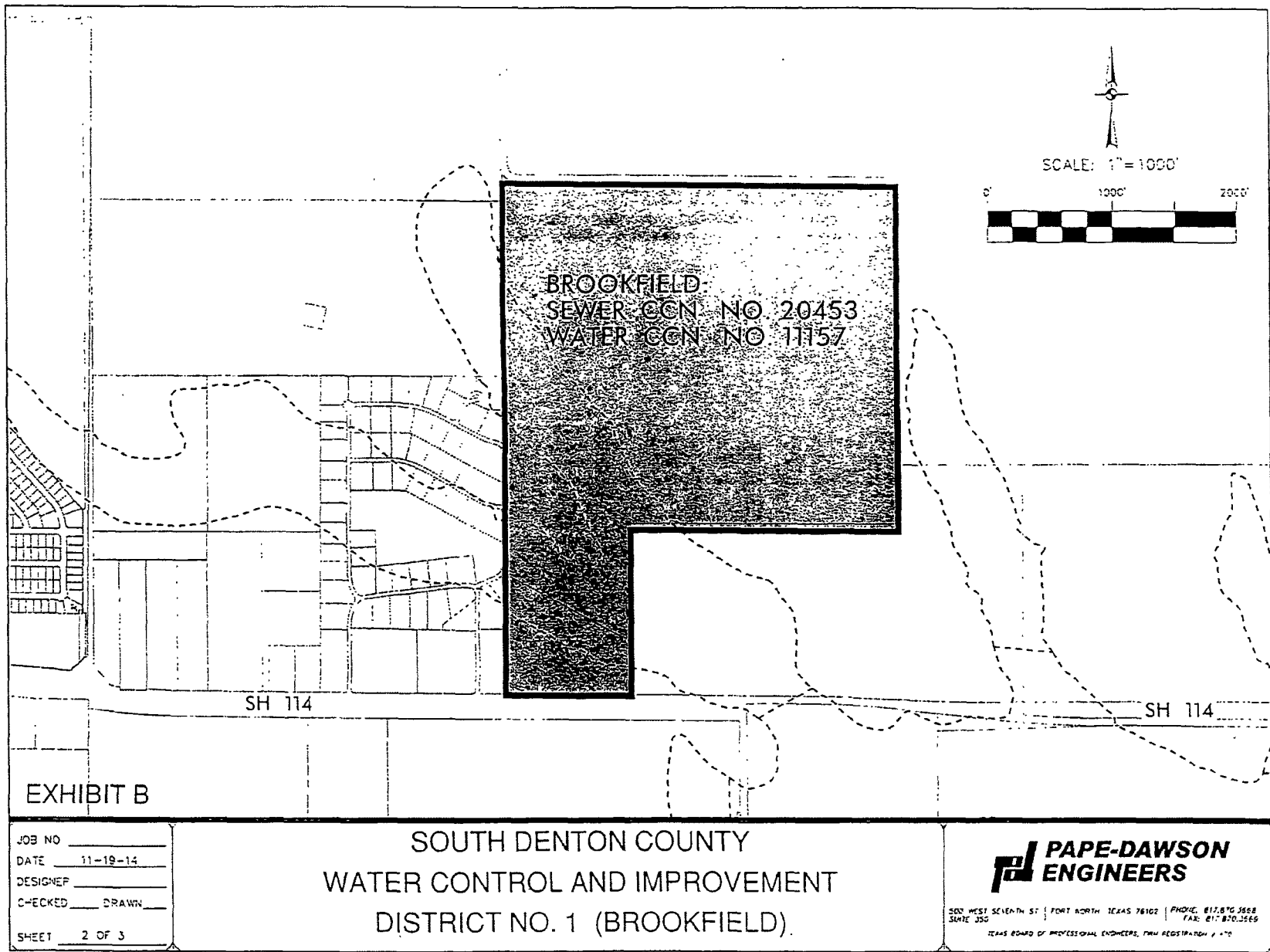


Exhibit B-1
Legal Description of the Brookfield Property

BEING a tract of land located in the WILLIAM C. HALLMARK SURVEY, ABSTRACT NO. 518, Denton County, Texas and being all of a tract of land described as Tract 1 and 2 in Deed to Brookfield Acquisitions, L.P., recorded in Document Number 2007-45036, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a concrete monument with a 1/2 inch iron rod found in the North right-of-way line of State Highway No. 114, a 100 foot right-of-way, at the Southeast corner of said Tract 2;

THENCE North 89 degrees 31 minutes 05 seconds West, along said North right-of-way line, a distance of 1,026.70 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Southeast corner of a tract of land described in Deed to Willow Bend 114, recorded in Document Number 2005-8893, Deed Records, Denton County, Texas;

THENCE North 00 degrees 19 minutes 46 seconds East, a distance of 2,518.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "5439" found at the Northeast corner of Lot 13, Block A of WILLOW SPRINGS SUBDIVISION, an Addition to Denton County, Texas according to the Plat thereof recorded in Cabinet D, Page 317, Plat Records, Denton County, Texas;

THENCE South 89 degrees 59 minutes 13 seconds West, along the North line of said Lot 13, a distance of 13.26 feet to a 1 inch iron rod found at the Southeast corner of a tract of land described in Deed to Robert B. Logan, recorded in Volume 515, Page 92, Deed Records, Denton County, Texas;

THENCE North 00 degrees 14 minutes 58 seconds East, a distance of 1,563.70 feet to a 3/8 inch iron rod found at the Northwest corner of said Tract 1;

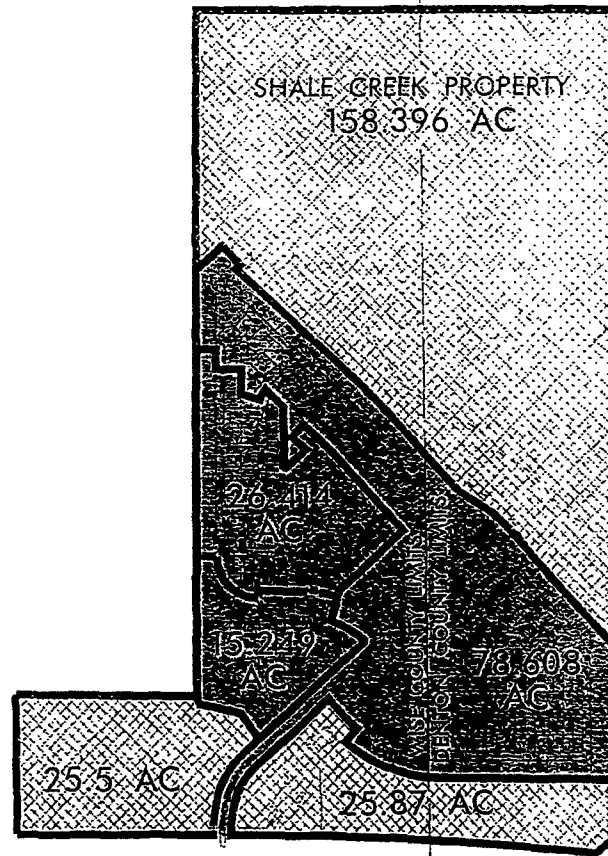
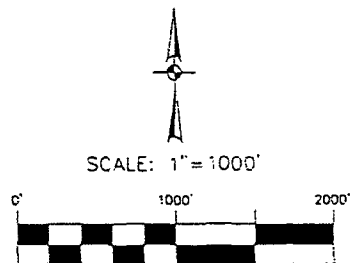
THENCE South 89 degrees 28 minutes 37 seconds East, a distance of 3,160.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at the Northeast corner of said Tract 1;

THENCE South 00 degrees 15 minutes 25 seconds East, a distance of 2,753.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at the most Easterly Southeast corner of said Tract 1;

THENCE North 89 degrees 36 minutes 34 seconds West, a distance of 2,150.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at an inner ell corner of said Tract 1;

THENCE South 00 degrees 08 minutes 43 seconds West, a distance of 1,322.76 feet to the **POINT OF BEGINNING** and containing 231.579 acres of land, more or less

Exhibit C
Map of the Shale Creek Property



FUTURE PRINCIPAL ARTERIAL

SH 114

JOB NO. _____
 DATE 5-18-16
 DESIGNER _____
 CHECKED _____ DRAWN _____
 SHEET 3 OF 3

NORTH FORT WORTH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 OF DENTON AND WISE COUNTIES (SHALE CREEK)

**PAPE-DAWSON
 ENGINEERS**

500 WEST SEVENTH ST | FORT WORTH, TEXAS 76102 | PHONE: 817.870.3668
 SUITE 250 | FAX: 817.870.3669
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470

Exhibit C-1
Legal Description of the Shale Creek Property

LEGAL DESCRIPTION

BEING A 158.396 (CALLED 158.43 ACRES) ACRE TRACT OF LAND SITUATED IN THE SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 1173, DENTON COUNTY, TEXAS, AND IN THE SMITH COUNTY SCHOOL LAND SURVEY NO. 743, WISE COUNTY, TEXAS, AS DESCRIBED IN DEED TO SHALE 114, L.P., BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2004-90440, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, WITH THE BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS96, EPOCH DATE 2002), DETERMINED BY GPS OBSERVATIONS BETWEEN JULIAN DAY 253, 2004 AND JULIAN DAY 259, 2004, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND DENTON CORS ARP (PID-DF8986), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 60D NAIL FOUND FOR THE NORTHEAST CORNER OF SAID 158.396 ACRE TRACT, AND THE COMMON SOUTHEAST CORNER OF A CALLED 284.67 ACRE TRACT OF LAND DESCRIBED IN DEED TO J.L. LOGAN FAMILY LIMITED PARTNERSHIP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2004-66130, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND THE COMMON SOUTHWEST CORNER OF A CALLED 107 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE HARRY AND JHERRIE LOGAN FAMILY LIMITED PARTNERSHIP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2009-68535, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND THE COMMON NORTHWEST CORNER OF A CALLED 107 ACRE TRACT OF LAND CONVEYED TO JOANNE M. YOUNG, BY DEED RECORDED IN VOLUME 515, PAGE 94, DEED RECORDS, DENTON COUNTY, TEXAS. SAID POINT ALSO BEING IN THE APPROXIMATE CENTERLINE OF SOUTH COUNTY LINE ROAD, A PRESCRIPTIVE RIGHT-OF-WAY BY USE AND OCCUPATION;

THENCE SOUTH 00 DEGREES 05 MINUTES 03 SECONDS WEST, ALONG THE COMMON EAST LINE OF SAID 158.396 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID SOUTH COUNTY LINE ROAD, A DISTANCE OF 3910.05 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER IN THE EAST LINE OF SAID 158.396 AND IN THE COMMON WEST LINE OF A CALLED 26.779 ACRE TRACT OF LAND DESCRIBED IN DEED TO PEGGY MCCURDY, VOLUME 1193, PAGE 586, DEED RECORDS DENTON COUNTY, TEXAS;

THENCE DEPARTING SAID COMMON LINE ALONG THE SOUTH LINE OF SAID 158.396 ACRE TRACT AND THE COMMON NORTH LINE OF SHALE CREEK, A 78.605 FINAL PLAT AS RECORDED IN CABINET B, SLIDE 336, PLAT RECORDS OF WISE COUNTY, TEXAS, AND IN CABINET V, PAGE 374, PLAT RECORDS OF DENTON COUNTY, TEXAS, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 40.00 FEET TO 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 42 DEGREES 16 MINUTES 04 SECONDS WEST, A DISTANCE OF 1002.94 FEET TO A 1/2" IRON ROD FOUND WITH CAP FOR CORNER;

NORTH 48 DEGREES 46 MINUTES 45 SECONDS WEST, A DISTANCE OF 89.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 57 DEGREES 36 MINUTES 59 SECONDS WEST, A DISTANCE OF 257.00 FEET TO A 1/2" IRON ROD FOUND WITH CAP FOR CORNER;

NORTH 42 DEGREES 15 MINUTES 22 SECONDS WEST, A DISTANCE OF 760.73 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 47 DEGREES 14 MINUTES 36 SECONDS WEST, A DISTANCE OF 1180.74 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 49 MINUTES 11 SECONDS, A RADIUS OF 275.00 FEET, AND A CHORD THAT BEARS NORTH 45 DEGREES 49 MINUTES 19 SECONDS EAST A DISTANCE OF 18.33 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 18.33 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 47 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 13.33 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 42 DEGREES 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 47 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 223.27 FEET TO A 1/2" IRON ROD FOUND WITH CAP FOR CORNER, BEING THE SOUTHWEST CORNER OF SAID 158.396 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF SAID SHALE CREEK AND BEING IN THE EAST LINE OF A CALLED 16.5 ACRE TRACT DESCRIBED IN DEED TO DANIEL AND BARBARA NANCE, AS RECORDED IN VOLUME 324, PAGE 209, DEED RECORDS, WISE COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 02 MINUTES 26 SECONDS EAST ALONG SAID EAST LINE, AND ALONG WITH THE EAST LINE OF A CALLED 20.02 ACRE TRACT OF LAND DESCRIBED IN DEED TO DANIEL AND BARBARA NANCE IN VOLUME 202, PAGE 625, DEED RECORDS, WISE COUNTY, TEXAS, A DISTANCE OF 1599.42 TO A FOUND 3" POST, BEING THE NORTHWEST CORNER OF SAID 158.396 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID NANCE TRACT AND BEING IN THE SOUTH LINE OF A CALLED 284.67 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO J.L. LOGAN FAMILY LIMITED PARTNERSHIP, AS RECORDED IN INSTRUMENT NO. 2004-66130, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID 158.396 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 284.67 ACRE TRACT NORTH 89 DEGREES 37 MINUTES 10 SECONDS EAST, A DISTANCE OF 2631.54 FEET TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 158.396 ACRES.

EXHIBIT PREPARED OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY
DESCRIPTION.

Elliott Pat Busby

Elliott Pat Busby, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 5561
Jacobs Engineering Group, Inc.
1999 Bryan Street, Suite 1200
Dallas, Texas 75201-3136
Phone 214-638-0145 Fax 214-638-0447

August 11, 2014



Exhibit D
MEMORANDUM OF AGREEMENT CONCERNING
WATER AND SEWER SERVICE TO ALPHA RANCH
AND BROOKFIELD DEVELOPMENTS

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTIES OF DENTON	§	
AND WISE	§	

This Memorandum of Agreement Concerning Water and Service to Alpha Ranch and Brookfield Developments ("Memorandum") is effective as of _____, 2016, by and among the City of Fort Worth, Texas (the "City"), a home-rule municipal corporation situated in Tarrant, Denton, Johnson, Parker and Wise Counties, Texas, acting by and through its duly authorized Assistant City Manager; Alpha Ranch Fresh Water Supply District of Denton and Wise Counties (the "Alpha Ranch District"); and South Denton County Water Control and Improvement District No. 1 (the "Brookfield District") (collectively, the "Districts").

A. Under that certain of Agreement Concerning Water and Sewer Service to the Alpha Ranch and Brookfield Developments dated _____, 2016 ("Agreement"), the Alpha Ranch District will provide retail sewer service to customers within the Alpha Ranch District described in **Exhibit A** and the Brookfield District will provide retail sewer service to customers within the Brookfield District described in **Exhibit B** as permitted by TPDES Permit No. WQ0014263-001 (the "Wastewater Discharge Permit"). Upon construction of a sewer main connecting to the City's sewer system, the City will become the retail sewer provider to such areas. The Districts have granted to the City the option to purchase all of the Districts' right, title and interest in and to certain property related to the provision of sewer utility service to such areas.

B. The City and the Districts are executing, acknowledging, and recording this Memorandum to provide public notice of the existence of the Agreement.

C. Seller and Purchaser do not intend by this Memorandum – and nothing in this Memorandum may be deemed – to alter, amend or otherwise affect the terms or conditions of the Agreement.

A copy of the Agreement (City Secretary Contract No. _____) can be obtained from the City Secretary of the City of Fort Worth.

EFFECTIVE as of the date set forth above.

THE CITY

ATTEST:

THE CITY OF FORT WORTH,
a Texas home-rule municipal corporation of
Tarrant, Denton, Johnson, Parker and Wise
Counties

Mary J. Kayser, City Secretary

By: _____

Name: _____

APPROVED AS TO FORM
AND LEGALITY:

Title: _____

Date: _____

Assistant City Attorney

STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, _____ of the City of Fort Worth, a municipal corporation, on behalf of said City, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2016.

Notary Public

My Commission Expires: _____

THE DISTRICTS

**ALPHA RANCH FRESH WATER SUPPLY L
DISTRICT OF DENTON AND WISE
COUNTIES**

By: _____

Name: _____
President, Board of Supervisors

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, _____ of Alpha Ranch Fresh Water Supply District of Denton and Wise Counties, on behalf of said District, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2016.

Notary Public

My Commission Expires: _____
President, Board of Directors

**SOUTH DENTON COUNTY WATER
CONTROL AND IMPROVEMENT
DISTRICT NO. 1**

By: _____

Name: _____
President, Board of Supervisors

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, _____ of South Denton County Water Control and Improvement No. 1, on behalf of said District, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2016.

Notary Public

My Commission Expires: _____
President, Board of Directors

Exhibit A
Legal Description of All Land Within the Alpha Ranch District

Exhibit B
Legal Description of All Land Within the Brookfield District

BEING a tract of land located in the WILLIAM C. HALLMARK SURVEY, ABSTRACT NO. 518, Denton County, Texas and being all of a tract of land described as Tract 1 and 2 in Deed to Brookfield Acquisitions, L.P., recorded in Document Number 2007-45036, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a concrete monument with a 1/2 inch iron rod found in the North right-of-way line of State Highway No. 114, a 100 foot right-of-way, at the Southeast corner of said Tract 2;

THENCE North 89 degrees 31 minutes 05 seconds West, along said North right-of-way line, a distance of 1,026.70 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Southeast corner of a tract of land described in Deed to Willow Bend 114, recorded in Document Number 2005-8893, Deed Records, Denton County, Texas;

THENCE North 00 degrees 19 minutes 46 seconds East, a distance of 2,518.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "5439" found at the Northeast corner of Lot 13, Block A of WILLOW SPRINGS SUBDIVISION, an Addition to Denton County, Texas according to the Plat thereof recorded in Cabinet D, Page 317, Plat Records, Denton County, Texas;

THENCE South 89 degrees 59 minutes 13 seconds West, along the North line of said Lot 13, a distance of 13.26 feet to a 1 inch iron rod found at the Southeast corner of a tract of land described in Deed to Robert B. Logan, recorded in Volume 515, Page 92, Deed Records, Denton County, Texas;

THENCE North 00 degrees 14 minutes 58 seconds East, a distance of 1,563.70 feet to a 3/8 inch iron rod found at the Northwest corner of said Tract 1;

THENCE South 89 degrees 28 minutes 37 seconds East, a distance of 3,160.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at the Northeast corner of said Tract 1;

THENCE South 00 degrees 15 minutes 25 seconds East, a distance of 2,753.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at the most Easterly Southeast corner of said Tract 1;

THENCE North 89 degrees 36 minutes 34 seconds West, a distance of 2,150.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at an inner ell corner of said Tract 1;

THENCE South 00 degrees 08 minutes 43 seconds West, a distance of 1,322.76 feet to the **POINT OF BEGINNING** and containing 231.579 acres of land, more or less

Exhibit E
Off-Site Sewer Main

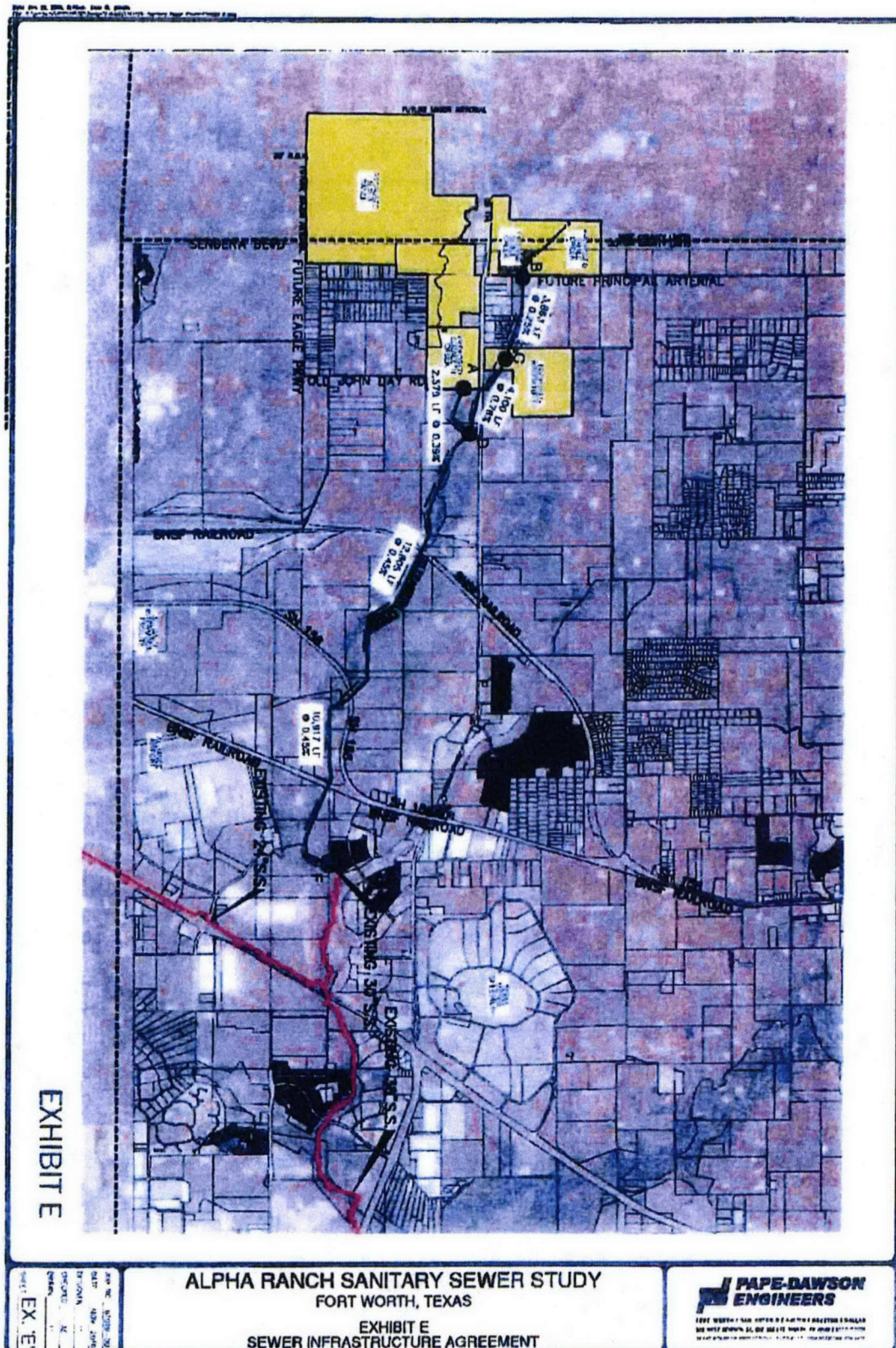


EXHIBIT E

ALPHA RANCH SANITARY SEWER STUDY
 FORT WORTH, TEXAS
 EXHIBIT E
 SEWER INFRASTRUCTURE AGREEMENT

PAPE-DAWSON ENGINEERS

PAPE-DAWSON ENGINEERS, INC. 1000 WEST 10TH STREET, SUITE 200, FORT WORTH, TEXAS 76102
 TEL: 817-335-1111 FAX: 817-335-1112 WWW.PAPE-DAWSON.COM

APP NO.	ALPHA-RS
DATE	10/20/2016
BY	DAVID
CHECKED	DAVID
DATE	11/1/2016
EX. E	

Exhibit E-1
Sanitary Sewer Loading

42752.19

TABLE A - Combined American Properties Only - Sanitary Sewer Infrastructure Agreement

Sewer Shed	Subbasin Type	Area (Ac)	People/Acre	Lots	People/Lot	Population	Qavg (MGD)	M	Qp (MGD)	Pipe Flowing Full (In)	Pipe Size (Inches)	Pipe Slope (%)	Qp Capacity (MGD)	% Capacity
Alpha Ranch & Elizabeth Creek (Segment A-D)	SFR - 50"x15" Elizabeth Creek			80	3.50	280.0	0.04		3.28	3.56				
	SFR - 50"x15" Elizabeth Creek			782	3.50	2732.0	0.10		3.27	3.61				
	Single Family Residential - 70"x120"			0	3.50	0.0	0.00		0.00	0.00			6.11	63%
	Single Family Residential - 70"x120"			5532	3.50	19362.0	0.74		3.42	14.48	18	0.39%		
	Single Family Residential - 70"x120"								0.13	4.24				
Total / Commercial		33.4	14			487.6	0.05		0.42	3.30				
School		75.8				1700.0	0.02		0.42	3.30				
Total - Alpha Ranch & Elizabeth Creek						15396.6	0.43	2.77	3.97	15.11				
Brookfield	Single Family Residential - 50"x110"			821	3.50	2873.5	0.79		0.99	9.89				
	Single Family Residential - 60"x115"			0	3.50	0.0	0.00		0.00	0.00				
	Single Family Residential - 70"x120"			0	3.50	0.0	0.00		0.00	0.00				
	Single Family Residential - 70"x120"			0	3.50	0.0	0.00		0.00	0.00				
	Single Family Residential - 70"x120"			0	3.50	0.0	0.00		0.00	0.00				
Total / Commercial		7.4	14			103.6	0.01		0.04	2.84	12	0.75%	1.66	69%
School		0				0.0	0.00		0.00	0.00				
Total - Brookfield						2977.1	0.80	3.05	1.09	10.60				
Shale Creek (Segment C-D)	Existing Single Family			976	3.50	3416.0	0.34		1.13	10.40				
	Existing Commercial	52.4	14			719.6	0.07		0.24	5.80				
	Existing Amenity	3.5	14			48.0	0.03		0.00	1.16	12	0.25%	1.66	83.01%
	Total / Commercial								0.00	1.16				
	School					4184.6	0.44	3.33	1.33	11.18				
Total - Shale Creek - Phase 1														
Combined Brookfield and Shale Creek (Segment C-D)	Single Family Residential - 50"x110"			1297	3.50	4539.5	0.63		1.95	10.36				
	Single Family Residential - 60"x115"			0	3.50	0.0	0.00		0.00	0.00				
	Single Family Residential - 70"x120"			0	3.50	0.0	0.00		0.00	0.00				
	Single Family Residential - 70"x120"			0	3.50	0.0	0.00		0.00	0.00				
	Single Family Residential - 70"x120"			0	3.50	0.0	0.00		0.00	0.00				
Total / Commercial		58.8	14			823.2	0.06		0.36	4.30			2.93	75%
School		3.5	14			48.0	0.00		0.00	0.00				
Total - Brookfield and Shale Creek						7161.7	0.71	3.10	2.31	10.79				
Total - All Centurian American Tracts Combined						22458.3	2.15	2.6	5.58	16.93	18	0.45%	6.57	94.96%
All Centurian American Flows (Segment D-F)														

Exhibit E-1

AGREEMENT 3



CITY SECRETARY
CONTRACT NO. 48654

SEWER INFRASTRUCTURE AGREEMENT

This Sewer Infrastructure Agreement ("Agreement") is entered into by and between the City of Fort Worth, Texas (the "City"), a home-rule municipal corporation situated in Tarrant, Denton, Johnson, Parker and Wise Counties, Texas, acting by and through its duly authorized Assistant City Manager, Brookfield Acquisitions, L.P., a Texas limited partnership ("Brookfield Acquisitions"), South Denton County Water Control and Improvement District No. 1 (the "Brookfield District"), CTMGT Alpha Ranch, LLC, a Texas limited liability company ("Alpha Ranch LLC"), CTMGT AR II, LLC, a Texas limited liability company ("AR II LLC"), and Alpha Ranch Fresh Water Supply District of Denton and Wise Counties (the "Alpha Ranch District") (Brookfield Acquisitions, Alpha Ranch LLC, and AR II, LLC, being sometimes referred to as "Owners" and the Brookfield District and the Alpha Ranch District being sometimes referred to as the "Districts").

ARTICLE I RECITALS

A. Brookfield Acquisitions is the owner of approximately 231.579 acres in Denton County, Texas, within the City's extraterritorial jurisdiction ("ETJ") as shown on Exhibit A and more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "Brookfield Property").

B. The Brookfield District was created as a water control and improvement district pursuant to Article XVI, Section 59, Texas Constitution, and has been converted to a fresh water supply district operating pursuant to Chapters 49, 51 and 53 of the Texas Water Code in Denton County, Texas, encompassing the Brookfield Property.

C. The Alpha Ranch District was created as a water control and improvement district pursuant to Article XVI, Section 59, Texas Constitution, and has been converted to a fresh water supply district operating pursuant to Chapters 49, 51 and 53 of the Texas Water Code, consisting of 1,293.736 acres of land.

D. Alpha Ranch LLC is the owner of 1,122.139 acres in Denton and Wise Counties within the City's ETJ and encompassed by the Alpha Ranch District, as shown on Exhibit C and more particularly described in Exhibit D attached hereto and incorporated herein by reference (the "Alpha Ranch LLC Tract").

E. AR II LLC is the owner of 160.8963 acres in Denton County within the City's ETJ and encompassed by the Alpha Ranch District, as shown on Exhibit C and more particularly described in Exhibit D-1 attached hereto and incorporated herein by reference (the "Elizabeth Creek Tract"), with the remainder of land within the Alpha Ranch District consisting of State Highway 114 right-of-way.

F. Alpha Ranch LLC owns 171.089 acres of land adjacent to the Alpha Ranch District, shown in Exhibit C and more particularly described in Exhibit D-2 attached hereto and incorporated herein for all purposes, and has submitted a petition to the City seeking consent to annexation of such property by the Alpha Ranch District (the "CTMGT Tract").

G. The Ryan Dynasty Trust owns 12.916 acres of land adjacent to the Alpha Ranch District, shown in Exhibit C and more particularly described in Exhibit D-3 attached hereto and incorporated herein for all purposes, and has submitted a petition to the City seeking consent to annexation of such property by the Alpha Ranch District (the "Ryan Trust Tract").

H. The 1,293.736 acres currently encompassed by the Alpha Ranch District and, if annexed by the District, the CTMGT Tract and the Ryan Trust Tract, are hereafter referred to, collectively, as the "Alpha Ranch Property".

I. North Fort Worth Water Control and Improvement District No. 1 of Denton and Wise Counties (the "Shale Creek District") is a conservation and reclamation district created and operating in Denton County, Texas, pursuant to Article XVI, Section 59, Texas Constitution, and Chapters 49 and 51 of the Texas Water Code, encompassing approximately 251.75 acres of land, including without limitation 158 acres of undeveloped land owned by Shale 114, L.P. as shown on Exhibit G and more particularly described in Exhibit G-1 attached hereto and incorporated herein by reference (such 158 acres of land being referred to as the "Shale Creek Property").

J. Aqua Texas, Inc. ("Aqua Texas") will provide sewer service to all of the Shale Creek Development, consisting of the 251.75 acres of land within the Shale Creek District and 78.608 acres located outside the Shale Creek District, pursuant to that certain Agreement Concerning Water and Sewer Service to Shale Creek Development entered into by the City, Aqua Texas, and the Shale Creek District dated 2-17-17 (City Secretary Contract No. 48653) (the "Shale Creek Water and Sewer Agreement") utilizing the wastewater plant authorized under Texas Commission on Environmental Quality ("TCEQ") Permit No. WQ14186-001 owned and operated by Aqua Texas (the "Shale Creek Wastewater Treatment Plant") subject to the City's option to become the retail sewer provider at a future date.

K. The Shale Creek Wastewater Treatment Plant may have excess capacity to provide interim sewer service to a portion of the Brookfield Property in a cost-effective way that would not require boring under Highway 114, pending construction of the Off-Site Sewer Main, as hereafter defined.

L. Brookfield Acquisitions intends to develop the Brookfield Property, and Alpha Ranch LLC and AR II LLC intend to develop the Alpha Ranch Property, as master-planned mixed-use developments, and Shale 114, L.P. intends to develop the Shale Creek Property for residential uses, pursuant to development agreements with the City pursuant to Section 212.171, et seq., Texas Local Government Code (the "Project").

M. The Alpha Ranch District, the Brookfield District, the Shale Creek District, Aqua Texas, and the City entered into that certain Water and Wastewater Utility Services Transfer Agreement dated 2-17-17 (City Secretary Contract No. 48652) (the "CCN Transfer Agreement"), whereby Aqua Texas agreed, among other terms (a) to transfer to the Brookfield District all of its rights and obligations under sewer certificate of convenience and necessity ("CCN") No. 20453 for the Brookfield Property; and (b) to transfer to the Alpha Ranch District all of its rights and obligations under sewer CCN No. 20867 for the Elizabeth Creek Tract and TPDES Permit No. WQ0014263-001 (the "Elizabeth Creek Wastewater Discharge Permit").

N. The Elizabeth Creek Wastewater Discharge Permit authorizes construction and operation of a wastewater treatment plant for the treatment and discharge of treated sewage effluent into or adjacent to Elizabeth Creek traversing a portion of the property included in the Alpha Ranch District with daily average effluent flow not to exceed 0.075 million gallons per day ("MGD") (the "Elizabeth Creek Wastewater Treatment Plant").

O. The City, the Alpha Ranch District, and the Brookfield District entered into that certain Agreement Concerning Sewer Service to Alpha Ranch and Brookfield Developments dated 2-17-17 (City Secretary Contract No. 48655) (the "Sewer Service Agreement") whereby such districts have the option to provide interim sewer service to the Alpha Ranch Property and the Brookfield Property (the "Sewer Service Area") utilizing the Elizabeth Creek Wastewater Treatment Plant and/or by contracting with Aqua Texas for service utilizing the Shale Creek Wastewater Treatment Plant.

P. Pursuant to the Sewer Service Agreement, the Brookfield District and the Alpha Ranch District are required to construct, or cause the construction of, an off-site sewer main to the Fort Worth system (the "Off-Site Sewer Main", as hereafter defined) prior to approval of a final plat containing the 2,501st lot with the Alpha Ranch Property, the Brookfield Property and the Shale Creek Property, whereupon the Elizabeth Creek Wastewater Treatment Plant will be taken out of service, the City will become the provider of retail sewer services to all customers in the Brookfield District and the Alpha Ranch District, and the City will have the option to purchase certain sewer infrastructure for a nominal fee.

Q. The Alpha Ranch District intends to file one or more applications with the TCEQ to amend the Elizabeth Creek Wastewater Discharge Permit to expand the Elizabeth Creek Wastewater Treatment Plant in accordance with TCEQ standards and subject to Trinity River Authority approval, as required; provided, however, the Elizabeth Creek Wastewater Treatment Plant shall not exceed the capacity needed to serve 2,500 retail connections less the number of retail connections within the Shale Creek Property and the Brookfield Property served by the Shale Creek Wastewater Plant.

R. The Districts have requested the City's support for such permit applications, provided the Alpha Ranch District submits an updated sewer study to the City prior to submittal of each such application to the TCEQ in accordance with the Sewer Services Agreement.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

ARTICLE II **DEFINITIONS**

"Alpha Ranch LLC Tract" has the meaning set out in Recital D.

"Alpha Ranch Property" has the meaning set out in Recital H.

"Brookfield Property" has the meaning set out in Recital A.

"CCN Transfer Agreement" has the meaning set out in Recital M.

"CFA Policy" means the "Policy for the Installation of Community Facilities" as amended in March 2001 (M&C G-13181) in effect on the Effective Date, including any amendments thereto that are in effect on the Effective Date.

"City Review Fees" means fees and charges applicable to the review and approval of plans relating to the construction of the Sewer Infrastructure and inspection and material testing fees, according to the fee schedule adopted by the City Council and in effect on the Effective Date.

"Contractor" means a person or entity retained by the Districts or Owners to construct all or any part of the Sewer Infrastructure that is pre-qualified by the City to do such work, in accordance with City's generally applicable requirements.

"CTMGT Tract" has the meaning set out in Recital F.

"Effective Date" means the effective date of this Agreement as defined in Section 5.16.

"Elizabeth Creek Tract" has the meaning set out in Recital E.

"Elizabeth Creek Wastewater Discharge Permit" has the meaning set out in Recital M.

"Elizabeth Creek Wastewater Treatment Plant" has the meaning set out in Recital N.

"Governing Regulations" means all City ordinances, regulations, policies, manuals and other requirements relating to the Sewer Infrastructure, including the design, location, construction, payment of fees, operation and maintenance thereof, applicable within the City's corporate limits on the Effective Date. Further, "Governing Regulations" includes all amendments to the foregoing requirements and all new requirements relating to Sewer Infrastructure that are adopted or approved after the Effective Date, except any amendments from which the Project is exempt pursuant to Chapter 245 of the Local Government Code.

"Off-Site Sewer Main" has the meaning set out in Section 3.02.

"On-Site Sewer Main" means (a) the sewer mains constructed within each District required for sewer service by the City, including without limitation sewer lines connecting the Off-Site Sewer Main to the Elizabeth Creek Wastewater Treatment Plant and the Shale Creek Wastewater Treatment Plant; and (b) the sewer mains constructed within each District required for sewer service by the Districts using the Elizabeth Creek Wastewater Treatment Plant or by contracting with Aqua Texas to provide sewer service utilizing the Shale Creek Wastewater Treatment Plant, to the extent such lines will be used by the City when the City becomes the retail sewer service provider.

"Parties" means, collectively, the City, Owners, the Districts, and any successors and assigns, as permitted by this Agreement.

"Party" means, individually, the City, Owners, the Districts, or any successors and assigns, as permitted by this Agreement.

"Project" has the meaning set out in Recital L.

"Sewer Infrastructure" means the Off-Site Sewer Main and the On-Site Sewer Mains.

"Sewer Service Agreement" has the meaning set out in Recital O.

"Sewer Service Area" has the meaning set out in Recital O.

"Sewer Study Area" has the meaning set out in Section 3.04.

"Shale Creek Development" means the 251.75 acres of land within the Shale Creek District and the 78.608 acres located outside the Shale Creek District, as described in Recital J.

"Shale Creek Property" has the meaning set out in Recital I.

"Shale Creek Wastewater Treatment Plant" has the meaning set out in Recital J.

"TRA Contract" means the agreement between the City and the Trinity River Authority ("TRA") entitled "Trinity River Authority of Texas – Denton Creek Regional Wastewater Treatment System Contract" dated October 28, 1987 (City Secretary Contract No. 16054), as amended from time to time.

ARTICLE III

RETAIL SEWER SERVICE; CONSTRUCTION OF OFF-SITE AND ON-SITE SEWER MAINS

3.01 Retail Sewer Service.

(a) Each District may provide retail sewer service within its boundaries utilizing the Elizabeth Creek Wastewater Treatment Plant and/or (with respect to the Brookfield District only) by contracting with Aqua Texas for service utilizing the Shale Creek Wastewater Treatment Plant, provided, however, in no event shall the Elizabeth Creek Wastewater Treatment Plant (alone or in combination with the Shale Creek Wastewater Plant) serve more than 2,500 retail connections within the Sewer Service Area and the Shale Creek Property, in accordance with the Sewer Service Agreement. For purposes of calculating the 2,500 retail connections, each lot included in a recorded final plat shall constitute one retail connection.

(b) Upon completion of construction of the Off-Site Sewer Main and sewer lines connecting the City's sewer system to the Elizabeth Creek Wastewater Treatment Plant and the Shale Creek Wastewater Treatment Plant, and acceptance by the City, the City will become the retail sewer provider to all then existing and future customers within the Sewer Service Area at the City's generally applicable rates charged to comparable classes of out-of-city customers, in accordance with the Sewer Service Agreement.

3.02 Design and Construction of Off-Site Sewer Main.

(a) The Districts and Owners shall, jointly or severally, construct or cause to be constructed, at no cost to the City, approximately 23,722 linear feet of sewer main extending from the terminus of an existing 30-inch sewer main near the north side of Alliance Airport to a point east of the Alpha Ranch District (Point F to Point D), approximately 2,579 linear feet of sewer main extending to the Alpha Ranch Property (Point D to Point A), and approximately 4,000 linear feet of sewer main extending to the Brookfield Property (Point D to Point C) as shown on Exhibit E (the "Off-Site Sewer Main"). Approximately 3,863 linear feet of sewer main extending to the Shale Creek Development (Point C to Point B) (the "Shale Creek Main") shall be constructed pursuant to that certain Agreement Concerning Water and Sewer Service to Shale Creek Development (City Secretary Contract No. ~~447653~~). The Districts and Owners shall design the Off-Site Sewer Main and the Shale Creek Main to accommodate the sanitary sewer loading described on Exhibit E-1; provided, however, final sewer pipe sizes will be dependent on actual slope as reflected in the final design. Under no circumstances shall the City be obligated to construct, or pay for the construction of, the Off-Site Sewer Main or the Shale Creek Main.

(b) The Districts and Owners shall commence designing the Off-Site Sewer Main on or before the City approves final plats containing 1,875 lots within the Sewer Service Area and the Shale Creek Property.

(c) The Districts and Owners shall start construction of the Off-Site Sewer Main before the City approves final plats containing 2,250 lots within the Sewer Service Area and the Shale Creek Property.

(d) Prior to City approval of a final plat containing 2,501 lots within the Sewer Service Area and the Shale Creek Property, the Districts shall take the Elizabeth Creek Wastewater Treatment Plant out of service at the Districts' or Owners' cost, the Districts will convey sewer CCNs for the Brookfield Property and the Alpha Ranch Property to the City, and the City will become the provider of retail sewer services to all customers within the Sewer Service Area in accordance with the Sewer Service Agreement.

(e) The Districts and Owners shall be entitled to sufficient capacity in the Off-Site Sewer Main or equivalent improvements to serve the full development of the Sewer service Area and the Shale Creek Development.

(f) The Districts and Owners shall, jointly or severally, at the City's request, oversize the Off-Site Sewer Main, subject to approval by the City Council of the City's cost participation in the oversizing costs based on the public bid amount and calculated as the cost difference between pipe diameters. The City shall reimburse the Districts and Owners for the City's cost participation within thirty (30) days after completion of the Off-Site Water Main and final acceptance (greensheet) by the City.

3.03 Tracking of Final Plats; Denial of Plats. The Districts shall maintain records of the number of lots included in final plats submitted for the Sewer Service Area and the Shale Creek Property and shall ensure that each final plat submitted for such areas reflects the

cumulative lot total. The City may refuse to approve or record a final plat for the Sewer Service Area if the lots contained in such final plat, plus all previously approved final plats for the Sewer Service Area and the Shale Creek Property, contain more than 2,500 lots until the Off-Site Sewer Main is completed and dedicated to the City in accordance with this Agreement.

3.04 Sewer Study. Owners and the Districts have submitted a revised sewer study for the Alpha Ranch Property, the Brookfield Property and the Shale Creek Property (the "Sewer Study Area") to the City.

3.05 Use of Wastewater Capacity Allocated to City by Trinity River Authority. The City will allocate a portion of its available TRA Contract treatment capacity sufficient to accept the wastewater from the Sewer Service Area. The City will obtain all necessary consents from the Trinity River Authority to provide retail sewer service to the Sewer Service Area.

3.06 Easements and Rights-of-Way. Owner and the Districts shall use good faith efforts to obtain all easements required for the installation of the Off-Site Sewer Main and shall dedicate such easements to the City at no cost to the City.

3.07 Oversizing of Infrastructure. Except as provided in Section 3.02(f), the City shall not require Owners or the Districts to design or construct at their expense (or pay for designing or constructing) Sewer Infrastructure that exceeds the capacity needed to serve the Sewer Service Area.

3.08 Sewer Per Acre Charge. If any other development connects to the Off-Site Sewer Main, Owners and the Districts shall be entitled to sewer per acre charges in accordance with Section 35-81, et. seq. of the City Code, or successor ordinance.

3.09 Construction of On-Site Sewer Mains. The Districts and Owners shall, at no cost to the City, construct, or cause to be constructed, the On-Site Sewer Mains, provided, however, each Owner shall be responsible only for construction of On-Site Sewer Mains on property owned by such Owner and each District shall be responsible only for construction of On-Site Sewer Mains within the boundaries of such District. Under no circumstances shall the City be obligated to construct, or pay for the construction of, the On-Site Sewer Mains.

ARTICLE IV

CONSTRUCTION STANDARDS, OPERATION AND MAINTENANCE OF SEWER INFRASTRUCTURE

4.01 Infrastructure Standards. The Sewer Infrastructure shall be designed and constructed in compliance with the Governing Regulations.

4.02 Plan Review; Payment of Fees; and Pre-Construction Conference. Construction of the Sewer Infrastructure shall not commence until (a) final construction plans and specifications have been reviewed and accepted by the City for compliance with the Governing Regulations; (b) a Community Facilities Agreement has been executed between the City and the Owners and Owners have provided a financial guarantee pursuant to the CFA Policy; (c) pre-

construction conference has been held by the Contractor, the Districts' engineer and designated representatives of the City; and (d) the applicable City Review Fees have been paid. At such pre-construction conference, the City shall designate a City employee to serve as the project manager and the project inspector (the "City Inspector"). The City shall review all construction plans and specifications in a timely manner. If the City does not review construction plans and specifications for regional Sewer Infrastructure within two (2) weeks after each time plans are submitted to the City, such plans and specifications shall be deemed approved.

4.03 Inspections. City employees or third party inspectors retained in accordance with generally applicable City policies ("City Inspectors") shall perform all inspections and testing of the Sewer Infrastructure. The City Inspectors shall notify the Districts at least 48 hours before each inspection to enable the Districts' engineers to be present during the inspections. The City Inspectors shall cooperate with the Districts to provide inspection reports that satisfy TCEQ requirements for issuance of bonds by the Districts.

4.04 Final Inspections. The Contractor shall notify the City Inspector when the Sewer Infrastructure is ready for final inspection. If the City Inspector concurs that construction of the Sewer Infrastructure is substantially complete, the City Inspector will schedule a final inspection by the City within 30 days. Upon such final inspection and correction of any punch list items and final documentation related to completion of such Sewer Infrastructure, written certification by the City Inspector that the Sewer Infrastructure has been constructed in compliance with the Governing Regulations shall constitute compliance with all inspection requirements. The City shall issue a letter to Owners and the District approving the Sewer Infrastructure within fifteen (15) days after all requirements are met.

4.05 Contractors. The Districts and Owners shall incorporate the requirements of this Article IV into written construction contracts with all Contractors. All such contracts shall provide that the City is a third-party beneficiary of and may enforce such contracts against the Contractor.

4.06 Access by City Employees. Any duly authorized employee of the City bearing proper credentials and identification shall be granted access to any property within the Sewer Service Area as the City may determine necessary for the purpose of inspection and testing of the Sewer Infrastructure.

4.07 As-Built Drawings. The Districts and Owners shall be jointly responsible for the delivery of mylar as-built drawings for all Sewer Infrastructure to the City Inspector within 30 days after final inspection.

4.08 Dedication of Sewer Infrastructure to the City.

(a) The Off-Site Sewer Main will be dedicated to the City, along with all appurtenant easements and rights-of-way, within thirty (30) days after Owners and the Districts receive a letter from the City approving the Off-Site Sewer Main pursuant to Section 4.04.

(b) The On-Site Sewer Mains utilized by the Districts to provide retail sewer service within the Sewer Service Area will be conveyed to the City, along with all appurtenant easements and rights-of-way, in accordance with the Sewer Service Agreement when the City becomes the retail sewer provider in accordance with Section 3.01 and the Sewer Service Agreement. On-Site Sewer Mains constructed thereafter will be dedicated to the City, along with all appurtenant easements and rights-of-way, within thirty (30) days after Owners and the Districts receive a letter from the City approving such On-Site Sewer Mains. On-Site Sewer Mains may be constructed and dedicated to the City in phases.

(c) Following dedication of Sewer Infrastructure to the City, the City shall have full ownership and control of such Sewer Infrastructure.

4.09. Maintenance and Inspection of Sewer Infrastructure. Owner and the Districts shall cause the Sewer Infrastructure to be maintained in accordance with City standards until the Sewer Infrastructure is dedicated to the City, at which time the City shall be responsible for maintenance of such infrastructure. The City may inspect the Sewer Infrastructure from time to time, at the City's cost.

4.10 Plumbing Requirements. All plumbing infrastructure for structures constructed within the Alpha Ranch Property, the Brookfield Property and the Shale Creek Property shall comply with the City's plumbing code in effect when the structure is constructed, including without limitation permit requirements. Such requirements shall be included in development agreements for the Alpha Ranch Property, the Brookfield Property and the Shale Creek Property.

4.11 Paving Repair Standards. In the event the Fort Worth Water Department must excavate into the roadway system maintained by the District, the Water Department will repair the roadway utilizing the standard residential street permanent pavement repair details stated below and show on the exhibits D521 and D523 attached hereto as **Exhibit H**. For asphalt streets, this includes an 8" thick 2 sack concrete cap followed by a 3" thick layer of hot mix asphalt pavement. For concrete streets, a 9" thick concrete section shall be installed with #4 x 18" deformed bars doweled and epoxied into the existing concrete pavement.

ARTICLE V MISCELLANEOUS

5.01 Governing Law; Jurisdiction and Venue. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN TARRANT COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF TARRANT COUNTY AND AGREE THAT ANY SUCH COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.

5.02 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; or (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:

City of Fort Worth, Texas
Attn: City Secretary
1000 Throckmorton Street
Fort Worth, Texas 76102

City of Fort Worth, Texas
Attn: City Manager
1000 Throckmorton Street
Fort Worth, Texas 76102

City of Fort Worth, Texas
Attn: Water Director
1000 Throckmorton Street
Fort Worth, Texas 76102

To the Districts:

Alpha Ranch Fresh Water Supply
District of Denton and Wise Counties
c/o: Winstead PC
Attn: Ross Martin
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

South Denton County Water Control
and Improvement District No. 1
c/o: Winstead PC
Attn: Ross Martin
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

To Owners:

Brookfield Acquisitions, L.P.
Attn: Ross Calhoun
1800 Valley View Lane, Suite 300
Farmers Branch, TX 75234

CTMGT Alpha Ranch, LLC
Attn: Ross Calhoun
1800 Valley View Lane, Suite 300
Farmers Branch, TX 75234

CTMGT Alpha AR II, LLC
Attn: Ross Calhoun
1800 Valley View Lane, Suite 300
Farmers Branch, TX 75234

5.03 Assignment.

(a) Neither the Districts nor the City may assign this Agreement without the written consent of the other Parties.

(b) Each Owner has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to the Brookfield District or the Alpha Ranch District in which the Owner's property subject to this Agreement is located and/or to any person or entity (an "Assignee") without the consent of the City, provided that the following conditions are satisfied: (i) if not a District, Assignee is a successor owner of any portion of the Brookfield Property or the Alpha Ranch Property or is a lender to Owner or a successor owner of all or any part of such property or has a contractual right to be reimbursed for Sewer Infrastructure from bonds issued by the applicable District (or has a lien or other security interest in such reimbursements); (ii) the assignment is in writing executed by Owner and Assignee in the form of assignment attached as **Exhibit F**; (iii) Assignee expressly assumes in the assignment any assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned; and (iv) a copy of the executed assignment is provided to all Parties. Provided the foregoing conditions are satisfied, from and after the date the fully executed assignment is received by the City, the City agrees to look solely to Assignee for the performance of all obligations assigned to Assignee and agrees that Owner

shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain written records of all assignments made by Owner (including, for each Assignee, the Notice information required by this Agreement, and including a copy of each executed assignment) and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and Assignee.

5.04 No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties, and no Party intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the Districts, and Owners.

5.05 Amendment. This Agreement may be amended only with the written consent of all Parties and with approval of the governing bodies of the City and the Districts.

5.06 No Waiver. Any failure by a Party to insist upon strict performance by any other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and each 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 hereto 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.

5.07 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. 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.

5.08 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

5.09 Force Majeure. No Party shall be considered to be in default in the performance of any of the obligations hereunder (other than obligations of either Party to pay costs and expenses) if such failure of performance shall be due to an uncontrollable force beyond the control of the Parties, including but not limited to, the failure of facilities, flood, earthquake,

tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, or restraint by a court order or public authority, which by the exercise of due diligence and foresight such Party could not have reasonably been expected to avoid. Any Party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

5.10 Breach, Notice and Remedies.

(a) If any Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

(b) The breaching Party shall commence curing such breach within fourteen (14) calendar days after the time the breaching Party receives such Notice and complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such 14-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the default within such 14-day period and diligently completes the cure within a reasonable time without unreasonable cessation of the work.

(c) If the breaching Party does not substantially cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, injunctive relief, and other remedies described in this Agreement; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement and each Party specifically waives any right such Party has or in the future may have to terminate this Agreement. It is understood and agreed that no Party shall seek or recover actual, consequential or any other type of monetary damages or awards, including but not limited to attorney's fees, in the event that any Party brings suit under or related to this Agreement.

(d) The Parties acknowledge that this Agreement is subject to the provisions of Subchapter I, Chapter 271, Texas Local Government Code, Sections 271.151, *et seq.* By execution of this Agreement, neither the City nor the Districts waive or surrender any of their respective governmental powers, immunities or rights, except as specifically waived pursuant to this subsection or by law. The City and the Districts mutually waive their governmental immunity from suit and liability only as to any action brought by a Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City or the Districts have with respect to suits against the City or the Districts by persons or entities not a party to this Agreement.

5.11 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this

Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days unless otherwise expressly stated. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

5.12 No Joint Venture. No provision of this Agreement shall be construed to create any type of joint or equity ownership of any property or any partnership or joint venture.

5.13 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

5.14 Effect of Agreement. This Agreement supersedes any prior understandings or written or oral agreements among the Parties and their affiliates, concerning the subject matter hereof.

5.15 Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Map of Brookfield Property
Exhibit B	Legal Description of Brookfield Property
Exhibit C	Map of Alpha Ranch Property
Exhibit D	Legal Description of Alpha Ranch LLC Tract
Exhibit D-1	Legal Description of Elizabeth Creek Tract
Exhibit D-2	Legal Description of CTMGT Tract
Exhibit D-3	Legal Description of Ryan Trust Tract
Exhibit E	Off-Site Sewer Main
Exhibit E-1	Sanitary Sewer Loading
Exhibit F	Assignment and Assumption Agreement
Exhibit G	Map of Shale Creek Property
Exhibit G-1	Legal Description of Shale Creek Property
Exhibit H	Paving Repair Standards

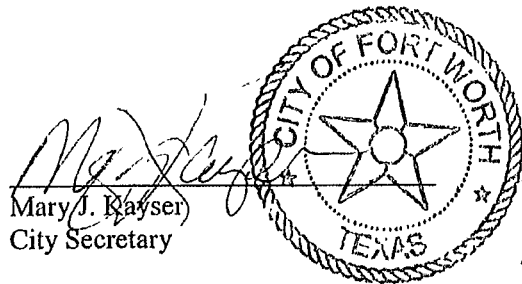
5.16 The Agreement shall be effective upon execution by all Parties (the "Effective Date").

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ATTEST:

CITY OF FORT WORTH

a Texas home-rule municipal corporation of
Tarrant, Denton, Johnson, Parker and Wise
Counties



Mary J. Rayser
City Secretary

By:

Jesus "Jay" Chapo
(print name)

Title: Assistant City Manager

Date: 3-1-17

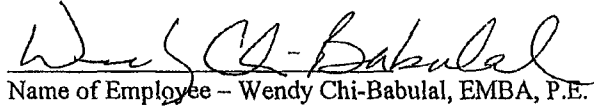
**APPROVED AS TO FORM AND
LEGALITY:**

Augusta K. Luff
Assistant City Attorney

L-15980
Contract Authorization
12-13-2016
Date

Contract Compliance Manager for the Sewer Infrastructure Agreement.

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

A handwritten signature in black ink, appearing to read "Wendy Chi-Babulal", is written over a horizontal line.

Name of Employee – Wendy Chi-Babulal, EMBA, P.E.

Water Planning/Development Engineering Manager
Title

ALPHA RANCH FRESH WATER SUPPLY
DISTRICT OF DENTON AND WISE
COUNTIES

By: Charlie Haynes

Name: Charlie Haynes
President, Board of Supervisors

SOUTH DENTON COUNTY WATER
CONTROL AND IMPROVEMENT
DISTRICT NO. 1

By: _____

Name: _____
President, Board of Supervisors

**ALPHA RANCH FRESH WATER SUPPLY
DISTRICT OF DENTON AND WISE
COUNTIES**

By: _____

Name: _____
President, Board of Supervisors

**BROOKFIELD FRESH WATER SUPPLY
DISTRICT NO. 1 OF DENTON COUNTY
f/k/a South Denton County Water Control
and Improvement District No. 1**

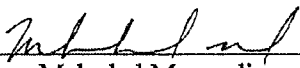
By: Sandra Achiman

Name: Sandra Achiman
Vice President, Board of Supervisors

BROOKFIELD ACQUISITIONS, L.P.,
a Texas limited partnership

By: MMM Ventures, LLC,
a Texas limited liability company
Its: General Partner

By: 2M Ventures, LLC,
a Delaware limited liability company
Its: Manager


By: 
Name: Mehrdad Moayed
Title: Governing Person

Date: _____

CTMGT ALPHA RANCH, LLC,
a Texas limited liability company

By: CENTAMTAR TERRAS, LLC,
a Texas limited liability company,
Its: Manager

By: CTMGT, LLC,
a Texas limited liability company,
Its: Manager

By: 
Name: Mehrdad Moayed
Title: Manager

CTMGT AR II, LLC
a Texas limited liability company

By: CENTAMTAR TERRAS, LLC,
a Texas limited liability company,
Its: Manager

By: CTMGT, LLC,
a Texas limited liability company,
Its: Manager


By: 
Name: Mehrdad Moayedi
Title: Manager

Exhibit A
Map of Brookfield Property

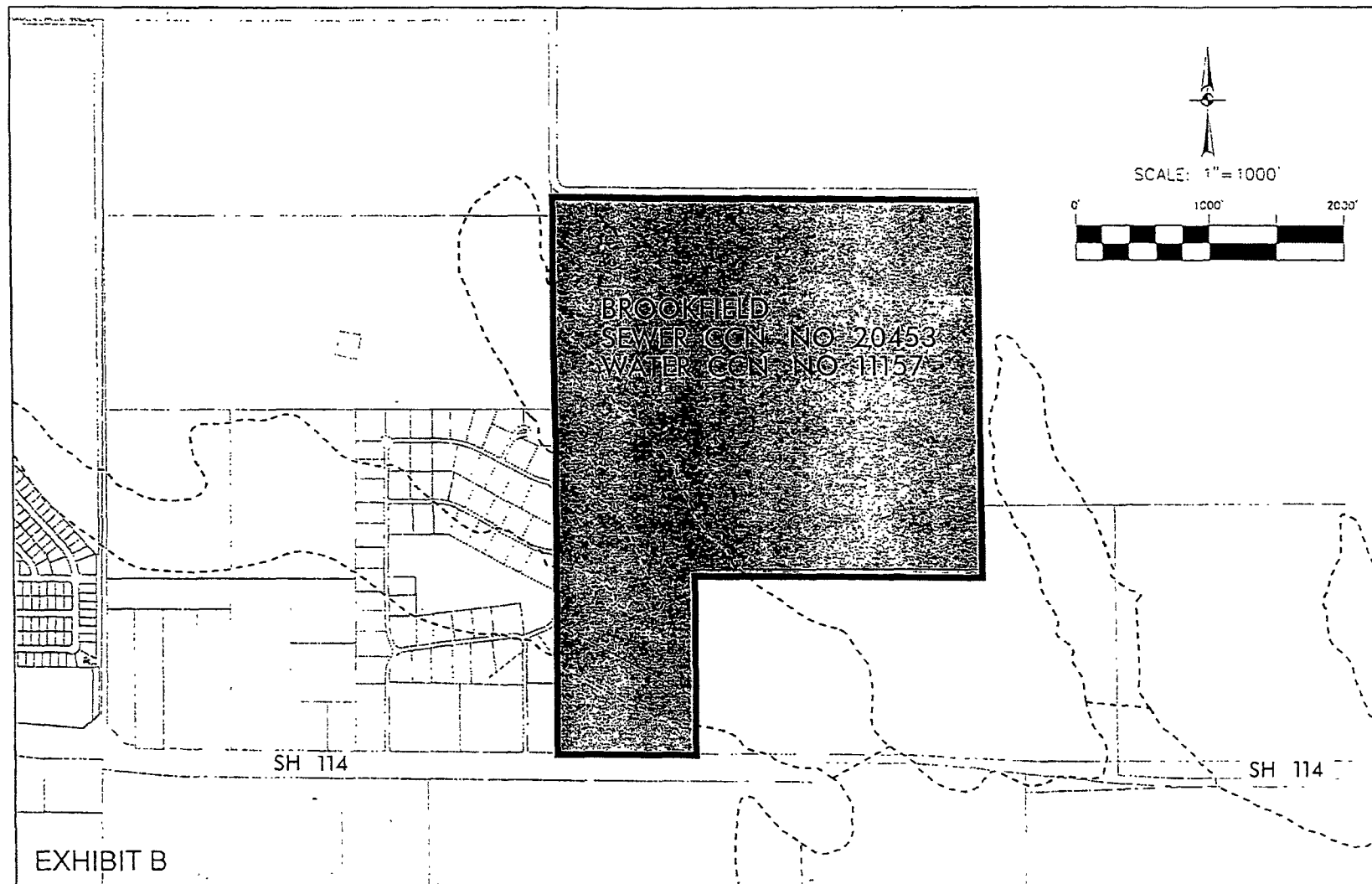


EXHIBIT B

JOB NO _____
 DATE 11-19-14
 DESIGNER _____
 CHECKED DP/AVR: _____
 SHEET 2 OF 3

SOUTH DENTON COUNTY
 WATER CONTROL AND IMPROVEMENT
 DISTRICT NO. 1 (BROOKFIELD)

**PAPE-DAWSON
 ENGINEERS**

603 WEST SEVENTH ST., FORT WORTH, TEXAS 76102 PHONE: 817.570.1658
 DATE 11/19/14 FAX: 817.570.1659
 TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTRATION # 470

Exhibit B
Legal Description of Brookfield Property

BEING a tract of land located in the WILLIAM C. HALLMARK SURVEY, ABSTRACT NO. 518, Denton County, Texas and being all of a tract of land described as Tract 1 and 2 in Deed to Brookfield Acquisitions, L.P., recorded in Document Number 2007-45036, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a concrete monument with a 1/2 inch iron rod found in the North right-of-way line of State Highway No. 114, a 100 foot right-of-way, at the Southeast corner of said Tract 2;

THENCE North 89 degrees 31 minutes 05 seconds West, along said North right-of-way line, a distance of 1,026.70 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Southeast corner of a tract of land described in Deed to Willow Bend 114, recorded in Document Number 2005-8893, Deed Records, Denton County, Texas;

THENCE North 00 degrees 19 minutes 46 seconds East, a distance of 2,518.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "5439" found at the Northeast corner of Lot 13, Block A of WILLOW SPRINGS SUBDIVISION, an Addition to Denton County, Texas according to the Plat thereof recorded in Cabinet D, Page 317, Plat Records, Denton County, Texas;

THENCE South 89 degrees 59 minutes 13 seconds West, along the North line of said Lot 13, a distance of 13.26 feet to a 1 inch iron rod found at the Southeast corner of a tract of land described in Deed to Robert B. Logan, recorded in Volume 515, Page 92, Deed Records, Denton County, Texas;

THENCE North 00 degrees 14 minutes 58 seconds East, a distance of 1,563.70 feet to a 3/8 inch iron rod found at the Northwest corner of said Tract 1;

THENCE South 89 degrees 28 minutes 37 seconds East, a distance of 3,160.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at the Northeast corner of said Tract 1;

THENCE South 00 degrees 15 minutes 25 seconds East, a distance of 2,753.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at the most Easterly Southeast corner of said Tract 1;

THENCE North 89 degrees 36 minutes 34 seconds West, a distance of 2,150.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at an inner ell corner of said Tract 1;

THENCE South 00 degrees 08 minutes 43 seconds West, a distance of 1,322.76 feet to the **POINT OF BEGINNING** and containing 231.579 acres of land, more or less.

Exhibit C
Map of Alpha Ranch Property

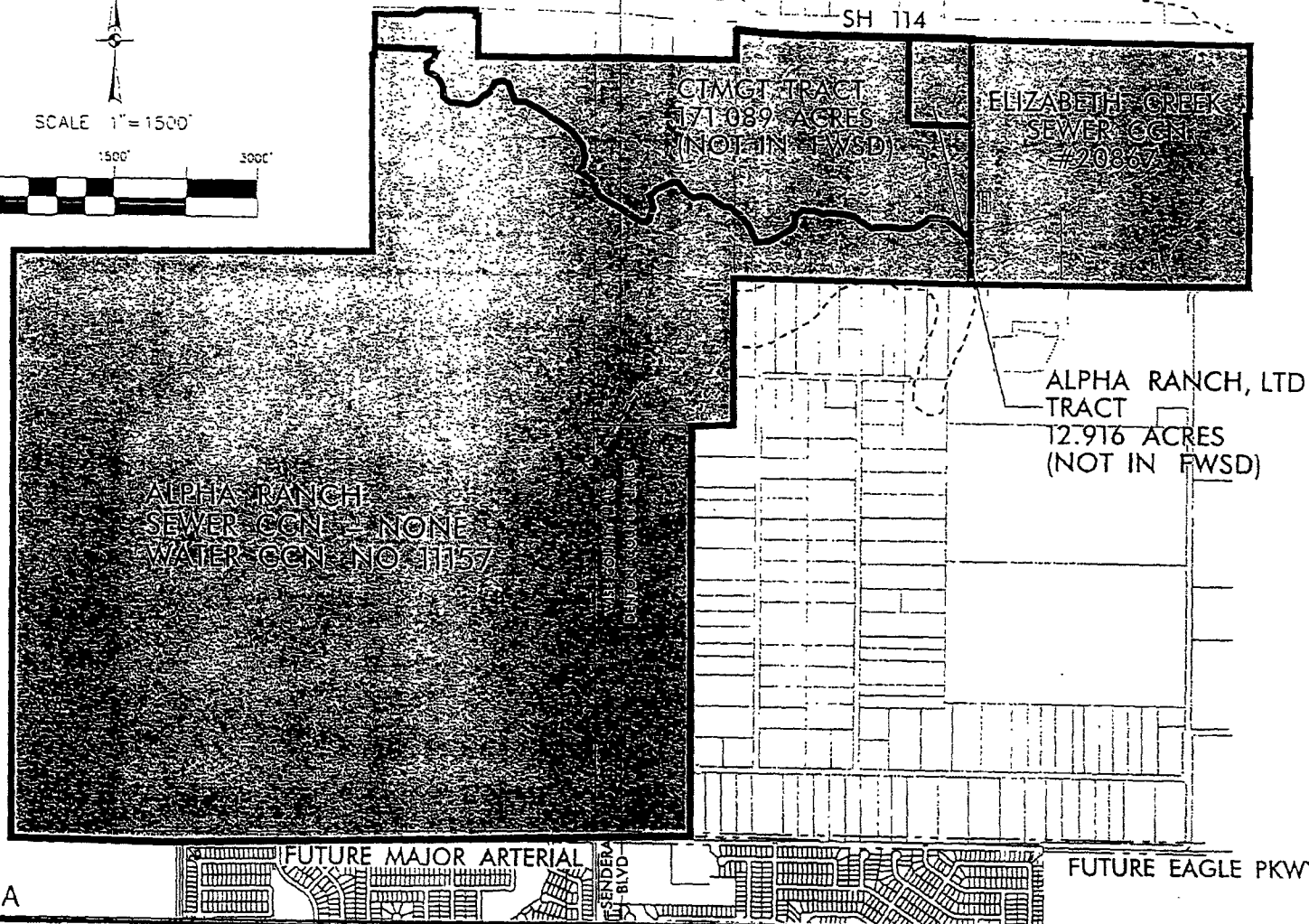
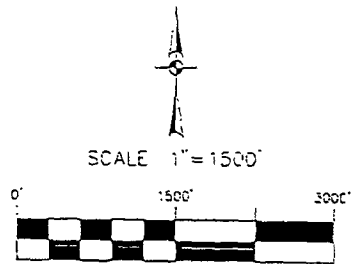


EXHIBIT A

JOB NO _____
 DATE 7-26-16
 DESIGNER _____
 CHECKED _____ DRAWN _____
 SHEET #2

ALPHA RANCH FRESH WATER SUPPLY
 DISTRICT OF
 DENTON AND WISE COUNTIES

**PAPE-DAWSON
 ENGINEERS**

500 WEST SEVENTH ST. | FORT WORTH, TEXAS 76102 | PHONE: 817.870.3668
 STATE JSD FAX: 817.870.3669
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, PRA REGISTRATION # 170

Exhibit D
Legal Description of Alpha Ranch LLC Tract

DON W. HICKEY, RPLS, LSLs
ALAN W. HICKEY, RPLS
GAREY W. GILLEY, RPLS, LSLs
CONSULTANT

ESTABLISHED 1880
BROOKES BAKER SURVEYORS
A PROFESSIONAL CORPORATION
TITLE AND TOPOGRAPHIC SURVEYING
930 Hickey Court
Granbury, Texas 76049
817-279-0232
Fax 817-279-0694

BROOKES BAKER (1902-1955)
JOHN F. BAKER (1924-1986)
S.J. BAKER (1927-1999)
FRED M. MORRIS (1936-1999)

April 24, 2004
Page 1 of 5

Field notes for:-(PARCEL 2)

Parts of the JOSHUA KING SURVEY, Abstract No. 712, the SMITH COUNTY SCHOOL LAND SURVEY, Abstract No. 743 and all of the WM. GAFFIELD SURVEY, Abstract No. 332, the EMPSON THOMPSON SURVEY, Abstract No. 804 and the THOMAS PEOPLES SURVEY, Abstract No. 677 situated in Wise and Denton Counties, Texas; embracing a part of the 1302-325/1000 acres Tract described in the deed to Alpha Ranch Ltd., recorded in volume 4645, page 306 of the Real Records of Denton County, Texas and described by metes and bounds as follows.

Commencing at a 1/4" iron found for the northeast corner of said 1302-325/1000 acres Tract and the northwest corner of the 157-867/1000 acres Tract described in the deed to James B. Stahla recorded in volume 1593, page 612 of the Deed Records of Denton County, Texas in the southerly right-of-way of State Highway No. 114 and run 00 degrees-36 minutes-52 seconds west, along the east line of said 1302-325/1000 acres tract, 2066-66/100 feet to a 5/8" capped iron set on the bank of creek for the northeast and place of beginning.

Thence south 00 degrees-36 minutes-52 seconds west, along the east line of said 1302-325/1000 acres Tract and the west line of said 157-867/1000 acres Tract to and along the west line of the 13-7182/10000 acres Tract described in the deed to W. R. Rose Investments, Inc., recorded in volume 4190, page 327 of the said Real Records, 552-39/100 feet to a 1/2" iron found in the most northerly south line of said 1302-325/1000 acres Tract and the southwest corner of said 13-7182/10000 acres Tract.

Thence north 89 degrees-25 minutes-44 seconds west, along most northerly south line of said 1302-325/1000 acres Tract, 234-54/100 feet to a 3/8" iron found for the northeast corner of SONGBIRD ADDITION, an addition to Denton County, as said addition appears on the plat thereof recorded in Slide H-83 of the Plat Records of Denton County, Texas.

Thence north 88 degrees-32 minutes-27 seconds west, along the south line of said 1302-325/1000 acres Tract and the north line of said SONGBIRD ADDITION, 2213-58/100 feet to a 1/2" iron found for the northwest corner of Lot 29 of said SONGBIRD ADDITION and a re-entrant corner of said 1302-325/1000 acres Tract.

Thence south 00 degrees-52 minutes-00 seconds west, along the east line of said 1302-325/1000 acres Tract and the west line of said Lot 29 to and along the west line of Lot 28 of said SONGBIRD ADDITION, 1502-94/100 feet to a 5/8" capped iron set.

April 24, 2004
Page 2 of 5

Field notes for:-(PARCEL 2) (continued)

Thence south 87 degrees-54 minutes-36 seconds west, 423-23/100 feet to a 10" pipe post for the most westerly northwest corner of said SONGBIRD ADDITION and a re-entrant corner of said 1302-325/1000 acres Tract.

Thence south 00 degrees-53 minutes-43 seconds west, along the west line of said 1302-325/1000 acres Tract and the most westerly line of said SONGBIRD ADDITION, 4163-13/100 feet to a 1" iron found for the southeast corner of said 1302-325/1000 acres Tract in the north line of the 1650-2055/10000 acres Tract described in the deed to Headington Resources, Inc., recorded in volume 814, page 826 of the Official Public Records of Wise County, Texas.

Thence south 89 degrees-23 minutes-29 seconds west, along the south line of said 1302-325/1000 acres Tract and the north line of said 1650-2055/10000 acres Tract, 5395-82/100 feet to a ½" pipe found for the northwest corner of said 1650-2055/10000 acres Tract and the northeast corner of the 296-711/1000 acres Tract described in the deed to Mary Jane Bennett recorded in volume 911, page 436 of the said Official Public Records.

Thence north 88 degrees-32 minutes-03 seconds west, along the south line of said 1302-325/1000 acres Tract and the north line of said 296-711/1000 acres Tract, 1649-05/100 feet to a ½" iron found for the southwest corner of said 1302-325/1000 acres Tract.

Thence north 00 degrees-43 minutes-00 seconds east, along the west line of said 1302-325/1000 acres Tract, 4658-11/100 feet to a concrete monument found.

Thence north 00 degrees-44 minutes-13 seconds east, continuing along the west line of said 1302-325/1000 acres Tract, 1320-58/100 feet to a concrete monument found for the most westerly northwest corner of said 1302-325/1000 acres Tract and the northeast corner of the 47-5/10 acres Tract described in the deed to Scott Kelly recorded in volume 243, page 485 of the Deed Records of Wise County, Texas.

Thence south 89 degrees-56 minutes-23 seconds east, along the most southerly north line of said 1302-325/1000 acres Tract, 3744-75/100 feet to a ½" iron found for a re-entrant corner of said 1302-325/1000 acres Tract.

Thence north 00 degrees-32 minutes-19 seconds east, along the west line of said 1302-325/1000 acres Tract, 1983-21/100 feet to a 5/8" capped iron set for the southwest corner of the 15 acres Tract described in the deed to Jerry Lueck recorded in volume 421, page 617 of the said Deed Records.

April 24, 2004
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Field notes for: (PARCEL 2)(continued)

Thence south 89 degrees-19 minutes-12 seconds east, along the north line of said 1302-325/1000 acres Tract, 667-54/100 feet to a 5/8" capped iron set on the bank of creek.

Thence southeasterly, along the bank of said creek, the following:

south 21 degrees-54 minutes-25 seconds west 83-70/100 feet to a 5/8" capped iron set;
south 54 degrees-44 minutes-16 seconds west 95-61/100 feet to a 5/8" capped iron set;
south 13 degrees-02 minutes-31 seconds east 80-48/100 feet to a 5/8" capped iron set;
south 65 degrees-24 minutes-30 seconds east 68-47/100 feet to a 5/8" capped iron set;
south 47 degrees-23 minutes-02 seconds east 57-81/100 feet to a 5/8" capped iron set;
south 28 degrees-38 minutes-38 seconds east 105-31/100 feet to a 5/8" capped iron set;
south 02 degrees-41 minutes-15 seconds east 94-66/100 feet to a 5/8" capped iron set;
south 49 degrees-07 minutes-22 seconds east 74-13/100 feet to a 5/8" capped iron set;
south 80 degrees-49 minutes-53 seconds east 62-39/100 feet to a 5/8" capped iron set;
south 84 degrees-30 minutes-31 seconds east 146-87/100 feet to a 5/8" capped iron set;
north 75 degrees-12 minutes-21 seconds east 79-11/100 feet to a 5/8" capped iron set;
north 43 degrees-14 minutes-01 seconds east 53-92/100 feet to a 5/8" capped iron set;
north 54 degrees-07 minutes-09 seconds east 125-16/100 feet to a 5/8" capped iron set;
north 27 degrees-56 minutes-36 seconds east 104-93/100 feet to a 5/8" capped iron set;
north 78 degrees-21 minutes-35 seconds east 86-66/100 feet to a 5/8" capped iron set;
south 66 degrees-23 minutes-22 seconds east 57-25/100 feet to a 5/8" capped iron set;
south 22 degrees-11 minutes-31 seconds east 114-17/100 feet to a 5/8" capped iron set;
south 19 degrees-13 minutes-55 seconds east 86-11/100 feet to a 5/8" capped iron set;
south 88 degrees-21 minutes-48 seconds east 106-08/100 feet to a 5/8" capped iron set;
south 63 degrees-49 minutes-48 seconds east 138-15/100 feet to a 5/8" capped iron set;
south 58 degrees-23 minutes-24 seconds east 262-09/100 feet to a 5/8" capped iron set;
south 55 degrees-45 minutes-09 seconds east 171-46/100 feet to a 5/8" capped iron set;
south 34 degrees-20 minutes-37 seconds east 168-71/100 feet to a 5/8" capped iron set;
south 15 degrees-55 minutes-30 seconds east 119-46/100 feet to a 5/8" capped iron set;
south 14 degrees-24 minutes-01 seconds west 84-67/100 feet to a 5/8" capped iron set;
south 35 degrees-37 minutes-53 seconds west 71-64/100 feet to a 5/8" capped iron set;
south 55 degrees-58 minutes-02 seconds east 180-86/100 feet to a 5/8" capped iron set;
south 35 degrees-47 minutes-46 seconds east 126-18/100 feet to a 5/8" capped iron set;
south 61 degrees-05 minutes-25 seconds east 191-39/100 feet to a 5/8" capped iron set;
south 59 degrees-32 minutes-36 seconds east 145-64/100 feet to a 5/8" capped iron set;
south 59 degrees-32 minutes-59 seconds east 161-55/100 feet to a 5/8" capped iron set;
south 87 degrees-15 minutes-19 seconds east 37-13/100 feet to a 5/8" capped iron set;
north 52 degrees-26 minutes-25 seconds east 39-69/100 feet to a 5/8" capped iron set;
north 18 degrees-52 minutes-06 seconds east 128-15/100 feet to a 5/8" capped iron set;

April 24, 2004
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ESTABLISHED 1880
BROOKES BAKER
SURVEYORS

Field notes for:- (PARCEL 2)(continued)

north 14 degrees-10 minutes-33 seconds west 125-65/100 feet to a 5/8" capped iron set;
north 45 degrees-32 minutes-43 seconds east 91-27/100 feet to a 5/8" capped iron set;
north 65 degrees-04 minutes-45 seconds east 195-13/100 feet to a 5/8" capped iron set;
south 82 degrees-18 minutes-51 seconds east 48-55/100 feet to a 5/8" capped iron set;
south 35 degrees-28 minutes-49 seconds east 124-34/100 feet to a 5/8" capped iron set;
south 53 degrees-40 minutes-29 seconds east 51-78/100 feet to a 5/8" capped iron set;
south 61 degrees-01 minutes-40 seconds east 53-74/100 feet to a 5/8" capped iron set;
north 63 degrees-08 minutes-33 seconds east 60-18/100 feet to a 5/8" capped iron set;
south 77 degrees-26 minutes-55 seconds east 132-78/100 feet to a 5/8" capped iron set;
north 88 degrees-36 minutes-33 seconds east 61-59/100 feet to a 5/8" capped iron set;
south 44 degrees-23 minutes-29 seconds east 102-51/100 feet to a 5/8" capped iron set;
south 52 degrees-49 minutes-45 seconds east 236-42/100 feet to a 5/8" capped iron set;
south 49 degrees-02 minutes-48 seconds east 78-58/100 feet to a 5/8" capped iron set;
south 23 degrees-33 minutes-41 seconds east 66-08/100 feet to a 5/8" capped iron set;
south 14 degrees-11 minutes-40 seconds east 52-42/100 feet to a 5/8" capped iron set;
south 58 degrees-44 minutes-40 seconds east 103-81/100 feet to a 5/8" capped iron set;
south 78 degrees-22 minutes-43 seconds east 61-85/100 feet to a 5/8" capped iron set;
north 62 degrees-39 minutes-20 seconds east 153-28/100 feet to a 5/8" capped iron set;
north 62 degrees-39 minutes-06 seconds east 118-29/100 feet to a 5/8" capped iron set;
north 13 degrees-15 minutes-57 seconds east 154-72/100 feet to a 5/8" capped iron set;
north 72 degrees-52 minutes-21 seconds east 123-53/100 feet to a 5/8" capped iron set;
south 86 degrees-53 minutes-02 seconds east 55-28/100 feet to a 5/8" capped iron set;
south 86 degrees-57 minutes-47 seconds east 93-10/100 feet to a 5/8" capped iron set;
south 67 degrees-43 minutes-44 seconds east 78-27/100 feet to a 5/8" capped iron set;
south 85 degrees-14 minutes-14 seconds east 140-73/100 feet to a 5/8" capped iron set;
south 83 degrees-10 minutes-27 seconds east 138-77/100 feet to a 5/8" capped iron set;
south 65 degrees-03 minutes-01 seconds east 89-01/100 feet to a 5/8" capped iron set;
south 54 degrees-28 minutes-26 seconds east 56-57/100 feet to a 5/8" capped iron set;
south 36 degrees-51 minutes-13 seconds east 26-95/100 feet to a 5/8" capped iron set;
south 38 degrees-37 minutes-06 seconds east 26-18/100 feet to a 5/8" capped iron set;
south 75 degrees-58 minutes-19 seconds east 30-97/100 feet to a 5/8" capped iron set;
north 60 degrees-45 minutes-09 seconds east 56-57/100 feet to a 5/8" capped iron set;
south 83 degrees-34 minutes-59 seconds east 124-78/100 feet to a 5/8" capped iron set;
north 88 degrees-39 minutes-34 seconds east 184-85/100 feet to a 5/8" capped iron set;
north 83 degrees-14 minutes-34 seconds east 91-87/100 feet to a 5/8" capped iron set;
north 57 degrees-00 minutes-41 seconds east 85-60/100 feet to a 5/8" capped iron set;
north 58 degrees-36 minutes-31 seconds east 95-77/100 feet to a 5/8" capped iron set;
south 89 degrees-50 minutes-18 seconds east 131-65/100 feet to a 5/8" capped iron set;
south 58 degrees-09 minutes-47 seconds east 157-02/100 feet to a 5/8" capped iron set;
south 31 degrees-52 minutes-30 seconds east 63-11/100 feet to a 5/8" capped iron set;

ESTABLISHED 1860
BROOKES BAKER
SURVEYORS

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Field notes for:- (PARCEL 2)(continued)

south 76 degrees-41 minutes-00 seconds east 116-40/100 feet to the place of beginning
and containing 1122-139/1000 acres .

The basis for bearings is true north.

Surveyed on the ground April 2004.

BROOKES BAKER SURVEYORS

Don W. Hickey

Don W. Hickey

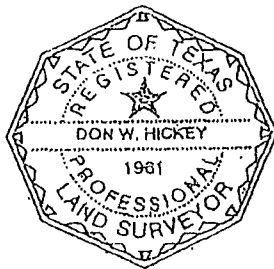


Exhibit D-1
Legal Description of Elizabeth Creek Tract

TRACT 1:

Being a tract or parcel of land situated in the JOSHUA KING SURVEY, ABSTRACT NO. 712, Denton County, Texas, being part of 161.97 acres conveyed by Nevada Brower, a widow to Milton A. Atkinson and wife, Helen Gwen Atkinson as recorded in Volume 734, Page 754, Deed Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at the Northeast corner of said 161.97 acres in the center of State Highway 114;

THENCE South 00 degrees 45 minutes 44 seconds West, 50.00 feet to a 1/2 inch iron rod found and the point of beginning, same being in the South right of way line of State Highway No. 114 and in the East line of an asphalt road;

THENCE South 00-degrees 45 minutes 44 seconds West, a distance of 2588.75 feet with said gravel road to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 43 minutes 12 seconds West, a distance of 1936.57 feet partially along the North right of way of a gravel road to a 3/8 inch iron rod found for corner;

THENCE North 00 degrees 39 minutes 22 seconds East, a distance of 735.40 feet to a post found for corner;

THENCE South 79 degrees 56 minutes 20 seconds West, a distance of 941.47 feet to a 1/2 inch iron rod set for corner;

THENCE North 00 degrees 25 minutes 42 seconds East, a distance of 2061.11 feet to a post found for corner in the South right of way line of State Highway No. 114;

THENCE South 88 degrees 56 minutes 45 seconds East, a distance of 2874.63 feet along said South right of way line to the Point of Beginning and containing 6,875,822.13 square feet or 157.847 acres of land, more or less.

SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Steve Babcock, by Special Warranty Deed dated February 22, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65393, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Ben Burnside, by Special Warranty Deed dated March 1, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65394, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Elizabeth Garth, by Special Warranty Deed dated March 20, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65395, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Mary Reyes, by Special Warranty Deed dated April 12, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65397, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 9.2389 acre tract of land conveyed to the State of Texas, by Deed dated August 7, 2009, filed August 20, 2009, recorded under Instrument No. 2009-100971, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.420 acre tract of land conveyed to Denton County, Texas, by Special Warranty Deed dated September 2, 2010, filed October 26, 2010, recorded under Instrument No. 2010-107112, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Issac Lemme, by Special Warranty Deed dated May 25, 2011, filed August 5, 2011, recorded under Instrument No. 2011-73054, of the Real Property Records of Denton County, Texas.

TRACT 2:

BEING a tract of land situated in the JOSHUA KING SURVEY, ABSTRACT NO. 712, Denton County, Texas, and being a part of a tract of land conveyed to Sharon Ann McCulloch-Wells, as recorded in Volume 4009, Page 240 of the Deed Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at the Northeast corner of a tract of land conveyed to Milton A. Atkinson by deed recorded in Volume 734, Page 754 of the Deed Records, Denton County, Texas and being in the center of State Highway 114, Thence South 00 degrees 45 minutes 44 seconds West, a distance of 2,638.75 feet. Thence North 89 degrees 43 minutes 12 seconds West, a distance of 1,936.57 feet to an 3/8 inch iron rod found for corner, said point being the Northerly Southeast corner of said McCulloch-Wells tract;

THENCE North 89 degrees 11 minutes 39 seconds West, along the Northerly South line of said McCulloch tract, a distance of 922.83 feet to an 1/2 iron rod set for corner;

THENCE North 00 degrees 25 minutes 42 seconds East, a distance of 557.91 feet to an 1/2 inch iron rod found for corner;

THENCE North 79 degrees 56 minutes 20 seconds East, a distance of 941.47 feet to a fence post for corner;

THENCE South 00 degrees 39 minutes 22 seconds West, a distance of 735.40 feet to the POINT OF BEGINNING and containing 13.7182 acres or 597,563.3936 square feet of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

Exhibit D-2
Legal Description of CTMGT Tract

DON W. HICKEY, RPLS, LSLS
ALAN W. HICKEY, RPLS
GAREY W. GILLEY, RPLS, LSLS
CONSULTANT

ESTABLISHED 1880
BROOKES BAKER SURVEYORS
A PROFESSIONAL CORPORATION
TITLE AND TOPOGRAPHIC SURVEYING
930 Hickey Court
Granbury, Texas 76049
817-279-0232
Fax 817-279-9694

BROOKES BAKER (1902-1955)
JOHN F. BAKER (1924-1985)
S.J. BAKER (1927-1999)
FRED M. MORRIS (1936-1999)

January 10, 2012
Page 1 of 7

Field notes for:

Parts of the JOSHUA KING SURVEY, Abstract No. 712, the THOMAS PEOPLES SURVEY, Abstract No. 677 and the WILLIAM WALLACE SURVEY, Abstract No. 1434 situated in Wise and Denton Counties, Texas; embracing a portion of the 1302-325/1000 acres tract described in the deed to Alpha Ranch, Ltd. recorded in volume 4645, page 306 of the Real Records of Denton County, Texas and a portion of the 15 acres tract described in the deed to Alpha Ranch, Ltd. recorded in volume 982, page 770 of the Official Records of Wise County, Texas and described by metes and bounds as follows:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (1993). The lengths shown hereon are horizontal ground lengths. To convert horizontal ground lengths to grid lengths multiply by 0.999834271. All 5/8" capped irons set called for in this description are marked (BROOKES BAKER SURVEYORS).

Commencing at a 1/2" iron found for the northeast corner of said 1302-325/1000 acres tract and for the northeast corner of the 7-4671/10000 acres tract described in the deed to the State of Texas recorded in Document No. 2009-94264 of the said Real Records and run, along the east line of said 1302-325/1000 acres tract south 00 degrees-00 minutes-47 seconds west 1005-27/100 feet to a 5/8" capped iron set for the most easterly northeast and beginning corner of the tract being described.

Thence south 00 degrees-00 minutes-47 seconds west, continuing along the east line of said 1302-325/1000 acres tract, 1061-43 /100 feet to a 5/8" capped iron recovered on the bank of a creek.

Thence northwesterly, along the bank of said creek, the following:

north 77 degrees-17 minutes-05 seconds west 116-40/100 feet to a 5/8" capped iron recovered;
north 32 degrees-28 minutes-35 seconds west 63-11 /100 feet to a 5/8" capped iron recovered;
north 58 degrees-45 minutes-52 seconds west 157-02 /100 feet to a 5/8" capped iron recovered;
south 89 degrees-33 minutes-37 seconds west 131-65 /100 feet to a 5/8" capped iron recovered;
south 57 degrees-15 minutes-12 seconds west 181-36 /100 feet to a 5/8" capped iron recovered;

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Field notes for:

south 82 degrees-38 minutes-29 seconds west 91-87 /100 feet to a 5/8" capped iron recovered;
south 88 degrees-03 minutes-29 seconds west 184-85 /100 feet to a 5/8" capped iron recovered;
north 84 degrees-11 minutes-04 seconds west 124-78 /100 feet to a 5/8" capped iron recovered;
south 60 degrees-09 minutes-04 seconds west 56-57 /100 feet to a 5/8" capped iron recovered;
north 76 degrees-34 minutes-24 seconds west 30-97 /100 feet to a 5/8" capped iron recovered;
north 38 degrees-19 minutes-29 seconds west 53-12 /100 feet to a 5/8" capped iron recovered;
north 55 degrees-04 minutes-31 seconds west 56-57 /100 feet to a 5/8" capped iron recovered;
north 65 degrees-39 minutes-07 seconds west 89-01 /100 feet to a 5/8" capped iron recovered;
north 83 degrees-46 minutes-32 seconds west 138-77 /100 feet to a 5/8" capped iron recovered;
north 85 degrees-50 minutes-20 seconds west 140-73 /100 feet to a 5/8" capped iron recovered;
north 68 degrees-19 minutes-49 seconds west 78-27 /100 feet to a 5/8" capped iron recovered;
north 87 degrees-33 minutes-52 seconds west 93-10 /100 feet to a 5/8" capped iron recovered;
north 87 degrees-29 minutes-07 seconds west 55-28 /100 feet to a 5/8" capped iron recovered;
south 72 degrees-16 minutes-16 seconds west 123-53 /100 feet to a 5/8" capped iron recovered;
south 12 degrees-39 minutes-52 seconds west 154-72 /100 feet to a 5/8" capped iron recovered;
south 62 degrees-03 minutes-00 seconds west 118-29 /100 feet to a 5/8" capped iron recovered;
south 62 degrees-03 minutes-15 seconds west 153-28 /100 feet to a 5/8" capped iron recovered;
north 78 degrees-58 minutes-48 seconds west 61-85 /100 feet to a 5/8" capped iron recovered;
north 59 degrees-20 minutes-46 seconds west 103-81 /100 feet to a 5/8" capped iron recovered;

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Field notes for:

north 14 degrees-47 minutes-46 seconds west 52-42 /100 feet to a 5/8" capped iron recovered;
north 24 degrees-09 minutes-46 seconds west 66-08 /100 feet to a 5/8" capped iron recovered;
north 49 degrees-38 minutes-53 seconds west 78-58 /100 feet to a 5/8" capped iron recovered;
north 53 degrees-25 minutes-50 seconds west 236-42 /100 feet to a 5/8" capped iron recovered;
north 44 degrees-59 minutes-34 seconds west 102-51 /100 feet to a 5/8" capped iron recovered;
south 88 degrees-00 minutes-28 seconds west 61-59 /100 feet to a 5/8" capped iron recovered;
north 78 degrees-03 minutes-01 seconds west 132-78 /100 feet to a 5/8" capped iron recovered;
south 62 degrees-32 minutes-28 seconds west 60-18 /100 feet to a 5/8" capped iron recovered;
north 61 degrees-37 minutes-46 seconds west 53-74 /100 feet to a 5/8" capped iron recovered;
north 54 degrees-16 minutes-34 seconds west 51-78 /100 feet to a 5/8" capped iron recovered;
north 36 degrees-04 minutes-54 seconds west 124-34 /100 feet to a 5/8" capped iron recovered;
north 82 degrees-54 minutes-56 seconds west 48-55 /100 feet to a 5/8" capped iron recovered;
south 64 degrees-28 minutes-40 seconds west 195-13 /100 feet to a 5/8" capped iron recovered;
south 44 degrees-56 minutes-38 seconds west 91-27 /100 feet to a 5/8" capped iron recovered;
south 14 degrees-46 minutes-38 seconds east 125-65 /100 feet to a 5/8" capped iron recovered;
south 18 degrees-16 minutes-01 seconds west 128-15 /100 feet to a 5/8" capped iron recovered;
south 51 degrees-50 minutes-20 seconds west 39-69 /100 feet to a 5/8" capped iron recovered;
north 87 degrees-51 minutes-24 seconds west 37-13 /100 feet to a 5/8" capped iron recovered;
north 60 degrees-08 minutes-53 seconds west 307-20 /100 feet to a 5/8" capped iron recovered;

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Field notes for:

north 61 degrees-41 minutes-31 seconds west 191-39 /100 feet to a 5/8" capped iron recovered;
north 36 degrees-23 minutes-52 seconds west 126-18 /100 feet to a 5/8" capped iron recovered;
north 56 degrees-34 minutes-07 seconds west 180-86 /100 feet to a 5/8" capped iron recovered;
north 35 degrees-01 minutes-48 seconds east 71-64 /100 feet to a 5/8" capped iron recovered;
north 13 degrees-47 minutes-56 seconds east 84-67 /100 feet to a 5/8" capped iron recovered;
north 16 degrees-31 minutes-35 seconds west 119-46 /100 feet to a 5/8" capped iron recovered;
north 34 degrees-56 minutes-42 seconds west 168-71 /100 feet to a 5/8" capped iron recovered;
north 56 degrees-21 minutes-14 seconds west 171-46 /100 feet to a 5/8" capped iron recovered;
north 62 degrees-13 minutes-54 seconds west 182-24 /100 feet to a 5/8" capped iron recovered;
north 51 degrees-40 minutes-08 seconds west 80-81 /100 feet to a 5/8" capped iron recovered;
north 64 degrees-25 minutes-53 seconds west 138-15 /100 feet to a 5/8" capped iron recovered;
north 88 degrees-57 minutes-53 seconds west 106-08 /100 feet to a 5/8" capped iron recovered;
north 19 degrees-50 minutes-00 seconds west 86-11 /100 feet to a 5/8" capped iron recovered;
north 22 degrees-47 minutes-37 seconds west 114-17 /100 feet to a 5/8" capped iron recovered;
north 66 degrees-59 minutes-27 seconds west 57-25 /100 feet to a 5/8" capped iron recovered;
south 77 degrees-45 minutes-30 seconds west 86-66 /100 feet to a 5/8" capped iron recovered;
south 27 degrees-20 minutes-31 seconds west 104-93 /100 feet to a 5/8" capped iron recovered;
south 53 degrees-31 minutes-04 seconds west 125-16 /100 feet to a 5/8" capped iron recovered;
south 42 degrees-37 minutes-56 seconds west 53-92 /100 feet to a 5/8" capped iron recovered;

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Field notes for: (continued)

south 74 degrees-36 minutes-16 seconds west 79-11 /100 feet to a 5/8" capped iron recovered;
north 85 degrees-06 minutes-36 seconds west 146-87 /100 feet to a 5/8" capped iron recovered;
north 81 degrees-25 minutes-58 seconds west 62-39 /100 feet to a 5/8" capped iron recovered;
north 49 degrees-43 minutes-28 seconds west 74-13 /100 feet to a 5/8" capped iron recovered;
north 03 degrees-17 minutes-20 seconds west 94-66 /100 feet to a 5/8" capped iron recovered;
north 29 degrees-14 minutes-43 seconds west 105-31 /100 feet to a 5/8" capped iron recovered;
north 47 degrees-59 minutes-08 seconds west 57-81 /100 feet to a 5/8" capped iron recovered;
north 66 degrees-00 minutes-35 seconds west 68-47 /100 feet to a 5/8" capped iron recovered;
north 13 degrees-38 minutes-37 seconds west 80-48 /100 feet to a 5/8" capped iron recovered;
north 54 degrees-08 minutes-11 seconds east 95-61 /100 feet to a 5/8" capped iron recovered;
north 21 degrees-18 minutes-20 seconds east 83-70 /100 feet to a 5/8" capped iron recovered in a north line of said 1302-325/1000 acres tract and the south line of said 15 acres tract.

Thence north 89 degrees-55 minutes-17 seconds west, along a north line of said 1302-325/1000 acres tract and the south line of said 15 acres tract, 639-88 /100 feet to a 5/8" capped iron recovered for the southwest corner of said 15 acres tract.

Thence north 00 degrees-31 minutes-25 seconds east, along the west line of said 15 acres tract, 425-22 /100 feet to a 5/8" capped iron recovered for the southwest corner of the 3-662/1000 acres tract described in the deed to the State of Texas recorded in volume 762, page 593 of the said Real Records of Wise County, Texas.

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Field notes for: (continued)

Thence northeasterly, along the south line of said 3-662/1000 acres tract, the following:

north 89 degrees-48 minutes-08 seconds east 427-53 /100 feet to a 5/8" capped iron recovered;
north 63 degrees-14 minutes-14 seconds east 111-78 /100 feet to a 5/8" capped iron recovered;
north 89 degrees-48 minutes-48 seconds east 520-15 /100 feet to a 5/8" iron found for the northwest corner of the 30 feet by 60 feet save and except tract described in the deed to Roy L. Ryan recorded in Document No. WD 278795 of the said Real Records Wise County, Texas.

Thence south 00 degrees-10 minutes-11 seconds west, along the west line of said save and except tract, 59-97 /100 feet to a 5/8" iron found.

Thence north 89 degrees-44 minutes-09 seconds east, along the south line of said save and except tract, 30-00 /100 feet to a 5/8" iron found in the east line of said 15 acres tract.

Thence south 00 degrees-12 minutes-58 seconds west, along the east line of said 15 acres tract, 420-36 /100 feet to a 5/8" capped iron recovered for the southeast corner of said 15 acres tract in a north line of said 1302-325/1000 acres tract.

Thence south 89 degrees-55 minutes-18 seconds east, along a north line of said 1302-325/1000 acres tract, 2661-82 /100 feet to a 5/8" capped iron recovered for a re-entrant corner of said 1302-325/1000 acres tract.

Thence north 00 degrees-45 minutes-34 seconds east, along a west line of said 1302-325/1000 acres tract, 301-75 /100 feet to a 5/8" capped iron set for the southwest corner of the said 7-4671/10000 acres tract at the beginning of a curve to the left having a radius of 5849-58/100 feet.

Thence southeasterly, along the south line of said 7-4671/10000 acres tract, the following:

along said curve to the left an arc length of 767-69/100 feet to a 5/8" aluminum capped iron found at its end. The long chord of said 767-69/100 feet arc is south 85 degrees-42 minutes-53 seconds east 767-14/100 feet;

south 89 degrees-28 minutes-27 seconds east 1000-10/100 feet to a 5/8" capped iron set.

Thence south 00 degrees-00 minutes-47 seconds west 865-60 /100 feet to a 5/8" capped iron set.

ESTABLISHED 1880
BROOKES BAKER
SURVEYORS

January 10, 2012
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Field notes for: (continued)

Thence south 89 degrees-28 minutes-19 seconds east 650-00 /100 feet to the place of beginning and containing 171-089/1000 acres of which 90-600/1000 acres lies within said Joshua King Survey, 69-251/1000 acres lies within said Thomas Peoples Survey and 11-238/1000 acres lies within said William Wilson Survey of said 171-089/1000 acres 143-005/1000 acres lies within said Denton County and 28-084/1000 acres lies within said Wise County.

Surveyed on the ground December, 2011.

BROOKES BAKER SURVEYORS

Don W. Hickey

Don W. Hickey

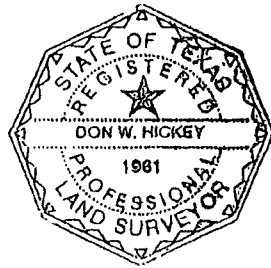


Exhibit D-3
Legal Description of Ryan Trust Tract

Part of the JOSHUA KING SURVEY, Abstract No. 712 situated in Denton County, Texas; embracing a portion of the 1302-325/1000 acres tract described in the deed to Alpha Ranch, Ltd. recorded in volume 4645, page 306 of the Real Records of Denton County, Texas and described by metes and bounds as follows:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (1993). The lengths shown hereon are horizontal ground lengths. To convert horizontal ground lengths to grid lengths multiply by 0.999834271. All 5/8" capped irons set called for in this description are marked (BROOKES BAKER SURVEYORS).

Commencing at a 1/2" iron found for the northeast corner of said 1302-325/1000 acres tract and for the northeast corner of the 7-4671/10000 acres tract described in the deed to the State of Texas recorded in Document No. 2009-94264 of the said Real Records and run, along the east line of said 1302-325/1000 acres tract south 00 degrees-00 minutes-47 seconds west 139-64/100 feet to a 5/8" capped iron set for the northeast and beginning corner of the tract being described.

Thence south 00 degrees-00 minutes-47 seconds west, continuing along the east line of said 1302-325/1000 acres tract, 1865-63 /100 feet to a 5/8" capped iron set.

Thence north 89 degrees-28 minutes-19 seconds west 650-00/100 feet to a 5/8" capped iron set.

Thence north 00 degrees-00 minutes-47 seconds east 865-60/100 feet to a 5/8" capped iron set in the south line of said 7-4671/10000 acres tract.

Thence south 89 degrees-28 minutes-27 seconds east, along the south line of said 7-4671/10000 acres tract, 650-00/100 feet to the place of beginning and containing 12-916/1000 acres.

Exhibit E
Off-Site Sewer Main

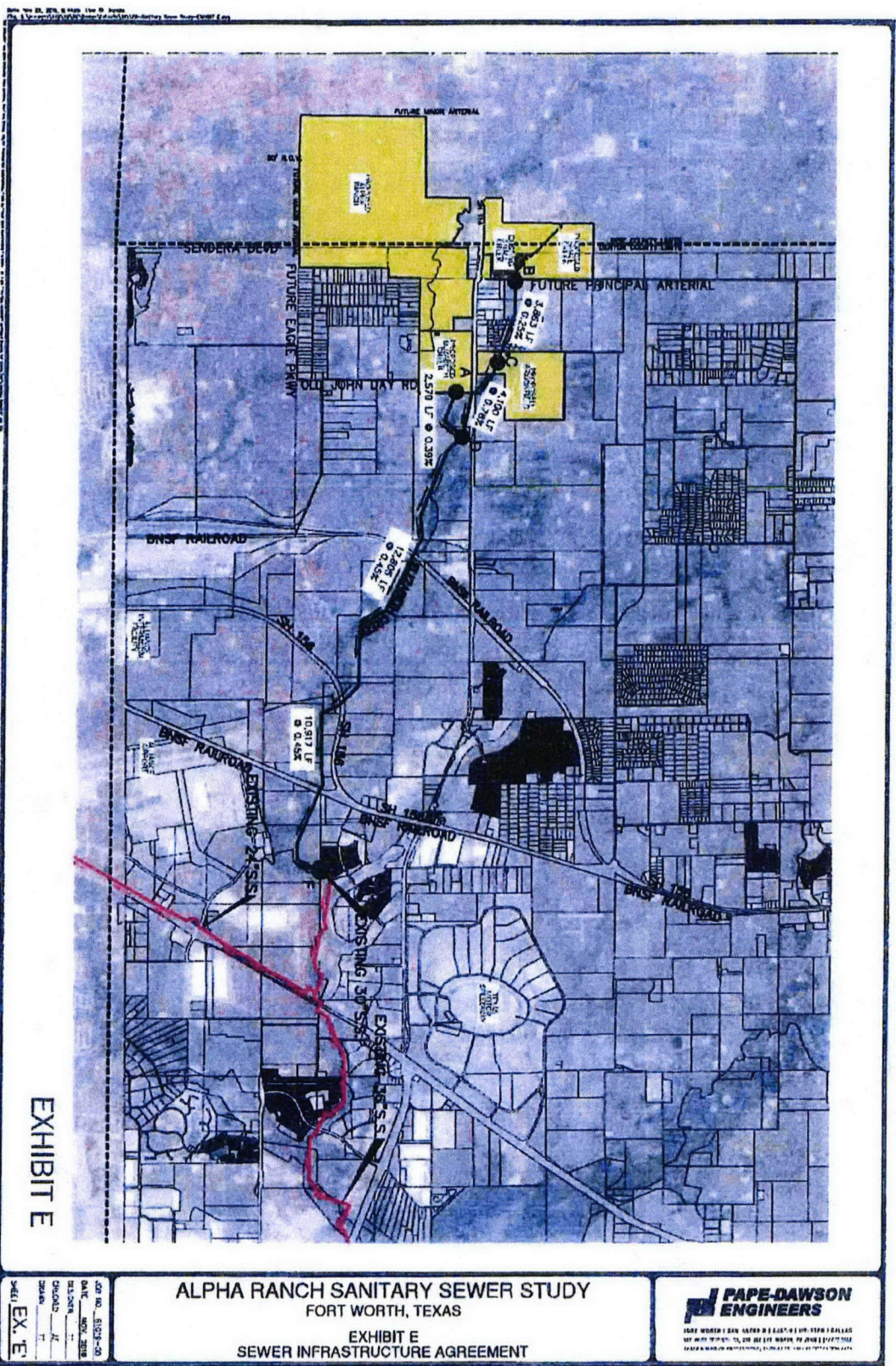


EXHIBIT E

ALPHA RANCH SANITARY SEWER STUDY
FORT WORTH, TEXAS
EXHIBIT E
SEWER INFRASTRUCTURE AGREEMENT

PAPE-DAWSON ENGINEERS
1000 WINDYBARK DRIVE, SUITE 100, FORT WORTH, TEXAS 76104
 TEL: 817.335.1234 FAX: 817.335.1235
 WWW.PAPE-DAWSON.COM

DATE	NOV 2008
BY	...
CHECKED	...
SCALE	1" = 100'
PROJECT	EX. E

Exhibit E-1
Sanitary Sewer Loading

TABLE A - Centurian American Properties Only - Sanitary Sewer Infrastructure Agreement

Sewer Shed	Subbasin Type	Area (AC)	People/Acre	Lots	People/Lot	Population	Qavg (MGD)	M	Op (MGD)	Pipe Flowing Full (in)	Pipe Size (Inches)	Pipe Slope (%)	Pipe Capacity (MGD)	% Capacity
Alpha Ranch II Elizabeth Creek (Segment A-D)	SFR - 50'x110' Elizabeth Creek			80	3.50	280.0	0.03		0.08	3.50				
	SFR - 50'x115' Elizabeth Creek			282	3.50	987.0	0.10		0.27	5.61				
	Single Family Residential - 70'x120'			0	3.50	0.0	0.00		0.00	0.00				
	Single Family Residential - 80'x125'			3532	3.50	12362.0	1.24		3.42	14.48	18	0.33%	6.11	65%
	Retail / Commercial	33.4	14			487.6	0.05		0.13	4.24				
	School	15.8				1200.0	0.02		0.07	3.30				
Total - Alpha Ranch II Elizabeth Creek														
Brookfield	Single Family Residential - 50'x110'			821	3.50	2873.5	1.43	2.77	3.97	15.31				
	Single Family Residential - 60'x115'			0	3.50	0.0	0.00		0.00	0.00				
	Single Family Residential - 70'x120'			0	3.50	0.0	0.00		0.00	0.00				
	Single Family Residential - 80'x125'			0	3.50	0.0	0.00		0.00	0.00	12	0.25%	1.66	62%
	Retail / Commercial	7.4	14			103.6	0.01		0.04	2.34				
	School	0				0.0	0.00		0.00	0.00				
	Total Brookfield					2877.1	0.30	3.45	1.03	18.82				
Shale Creek (Segment B-C)	Existing Single Family			976	3.50	3416.0	0.34		1.13	10.40				
	Existing Commercial	51.4	14			719.8	0.07		0.24	5.80				
	Existing Annex	5.5	14			49.0	0.00		0.00	1.16	12	0.25%	1.66	83.01%
Total - Shale Creek - Phase 1														
						4184.6	0.41	3.32	1.38	11.18				
Combined Brookfield and Shale Creek (Segment C-D)	Single Family Residential - 50'x110'			1797	3.50	6289.5	0.63		1.95	10.30				
	Single Family Residential - 60'x115'			0	3.50	0.0	0.00		0.00	0.00				
	Single Family Residential - 70'x120'			0	3.50	0.0	0.00		0.00	0.00	12	0.78%	2.93	75%
	Single Family Residential - 80'x125'			0	3.50	0.0	0.00		0.00	0.00				
	Retail / Commercial	58.8	14			823.2	0.08		0.26	4.80				
	Existing Annex	5.5	14			49.0	0.00		0.00	0.91				
Total Brookfield and Shale Creek														
						7163.7	0.71	3.19	2.21	18.79				
All Centurian American Flows (Segment D-F)														
Total - All Centurian American Tracts Combined							22458.3	2.15	5.58	16.93	18	0.45%	6.57	84.96%

Exhibit E-1

Exhibit F
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the ____ day of _____, _____, between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee") (Assignor and Assignee are hereinafter sometimes collectively referred to as the "Parties" and singularly as a "Party").

RECITALS:

A. Assignor is the owner of the rights of the Owner under that certain Sewer Infrastructure Agreement (City Secretary Contract No. _____) (the "Agreement") effective as of _____, among Brookfield Acquisitions, L.P., a Texas limited partnership; South Denton County Water Control and Improvement District No. 1; CTMGT Alpha Ranch, LLC, a Texas limited liability company; CTMGT AR II, LLC, a Texas limited liability company; Alpha Ranch Fresh Water Supply District of Denton and Wise Counties; and the City of Fort Worth, Texas relating to the construction of Sewer Infrastructure, as described therein.

B. Assignor desires to assign certain of its rights and obligations under the Agreement to Assignee, and Assignee desires to acquire such rights and obligations, on and subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree and act as follows:

1. **Certain Defined Terms.** Unless indicated otherwise herein, capitalized terms in this Assignment shall have the same respective meanings as are ascribed to them in the Agreement.
2. **Assignment.** Subject to all of the terms and conditions of this Assignment, Assignor hereby assigns to Assignee all [or describe specifically assigned rights if partial] of its rights and obligations under the Agreement.
3. **Assumption.** Assignee hereby assumes the rights and obligations of Assignor described in Section 2 and any liability that may result from acts or omissions by Assignee under the Agreement that may arise or accrue from and after the effective date of this Assignment, and Assignor is hereby released from all such obligations and liabilities from and after the effective date of this Assignment; provided, however this Assignment does not release Assignor from any liability that resulted from an act or omission by Assignor that occurred prior to the effective date of this Assignment unless the City approves the release in writing.

4. **Governing Law.** THIS ASSIGNMENT MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY.

5. **Counterpart/Facsimile Execution.** This Assignment has been prepared in multiple counterparts, each of which shall constitute an original hereof, and the execution of any one of such counterparts by any signatory shall have the same force and effect and shall be binding upon such signatory to the same extent as if the same counterpart were executed by all of the signatories. Facsimile copies of signatures may be appended hereto with the same force and effect as legally delivered original signatures.

6. **Notice to City.** A copy of this Assignment shall be provided to the City within fifteen (15) days after execution.

7. **Binding Effect.** This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignees and their respective heirs, personal representatives, successors, and assigns.

EXECUTED as of the day and year first above written.

ASSIGNOR:

[_____]

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

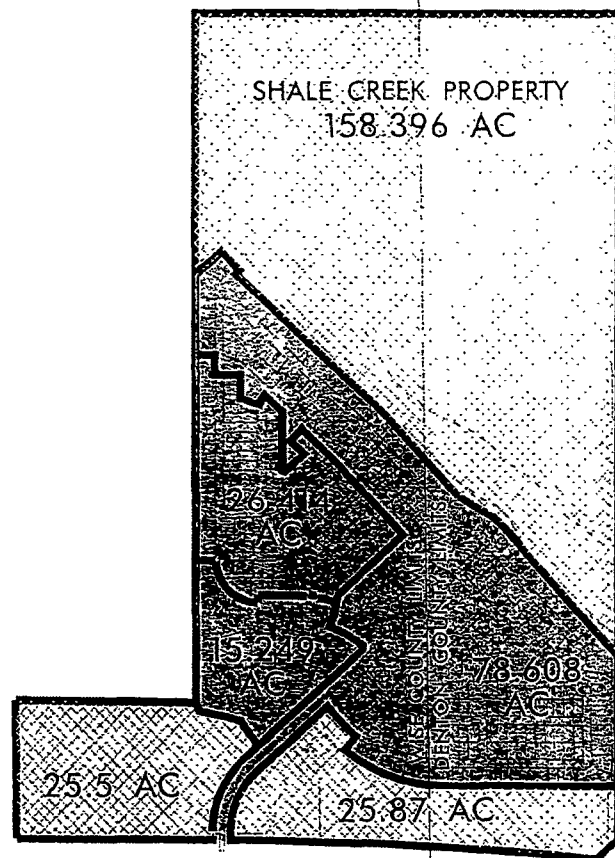
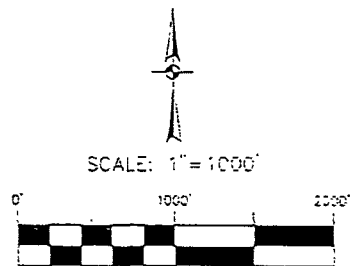
[_____]

By: _____

Printed Name: _____

Title: _____

Exhibit G
Map of Shale Creek Property



FUTURE PRINCIPAL ARTERIAL

SH 114

JOB NO. _____
 DATE 5-18-16
 DESIGNER _____
 CHECKED _____ DRAWN _____
 SHEET 3 OF 3

NORTH FORT WORTH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 OF DENTON AND WISE COUNTIES (SHALE CREEK)

**PAPE-DAWSON
 ENGINEERS**

500 WEST SEVENTH ST. | FORT WORTH, TEXAS 76102 | PHONE: 817.870.3664
 STATE 350 FAX: 817.870.3665
 TEXAS BOARD OF PROFESSIONAL ENGINEERS REG. REGISTRATION # 470

Exhibit G-1
Legal Description of Shale Creek Property

LEGAL DESCRIPTION

BEING A 158.396 (CALLED 158.43 ACRES) ACRE TRACT OF LAND SITUATED IN THE SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 1173, DENTON COUNTY, TEXAS, AND IN THE SMITH COUNTY SCHOOL LAND SURVEY NO. 743, WISE COUNTY, TEXAS, AS DESCRIBED IN DEED TO SHALE 114, L.P., BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2004-90440, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, WITH THE BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS96, EPOCH DATE 2002), DETERMINED BY GPS OBSERVATIONS BETWEEN JULIAN DAY 253, 2004 AND JULIAN DAY 259, 2004, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND DENTON CORS ARP (PID-DF8986), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 60D NAIL FOUND FOR THE NORTHEAST CORNER OF SAID 158.396 ACRE TRACT, AND THE COMMON SOUTHEAST CORNER OF A CALLED 284.67 ACRE TRACT OF LAND DESCRIBED IN DEED TO J.L. LOGAN FAMILY LIMITED PARTNERSHIP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2004-66130, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND THE COMMON SOUTHWEST CORNER OF A CALLED 107 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE HARRY AND JHERRIE LOGAN FAMILY LIMITED PARTNERSHIP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2009-68535, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND THE COMMON NORTHWEST CORNER OF A CALLED 107 ACRE TRACT OF LAND CONVEYED TO JOANNE M. YOUNG, BY DEED RECORDED IN VOLUME 515, PAGE 94, DEED RECORDS, DENTON COUNTY, TEXAS. SAID POINT ALSO BEING IN THE APPROXIMATE CENTERLINE OF SOUTH COUNTY LINE ROAD, A PRESCRIPTIVE RIGHT-OF-WAY BY USE AND OCCUPATION;

THENCE SOUTH 00 DEGREES 05 MINUTES 03 SECONDS WEST, ALONG THE COMMON EAST LINE OF SAID 158.396 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID SOUTH COUNTY LINE ROAD, A DISTANCE OF 3910.05 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER IN THE EAST LINE OF SAID 158.396 AND IN THE COMMON WEST LINE OF A CALLED 26.779 ACRE TRACT OF LAND DESCRIBED IN DEED TO PEGGY MCCURDY, VOLUME 1193, PAGE 586, DEED RECORDS DENTON COUNTY, TEXAS;

THENCE DEPARTING SAID COMMON LINE ALONG THE SOUTH LINE OF SAID 158.396 ACRE TRACT AND THE COMMON NORTH LINE OF SHALE CREEK, A 78.605 FINAL PLAT AS RECORDED IN CABINET B, SLIDE 336, PLAT RECORDS OF WISE COUNTY, TEXAS, AND IN CABINET V, PAGE 374, PLAT RECORDS OF DENTON COUNTY, TEXAS, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 40.00 FEET TO 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 42 DEGREES 16 MINUTES 04 SECONDS WEST, A DISTANCE OF 1002.94 FEET TO A 1/2" IRON ROD FOUND WITH CAP FOR CORNER;

NORTH 48 DEGREES 46 MINUTES 45 SECONDS WEST, A DISTANCE OF 89.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 57 DEGREES 36 MINUTES 59 SECONDS WEST, A DISTANCE OF 257.00 FEET TO A 1/2" IRON ROD FOUND WITH CAP FOR CORNER;

NORTH 42 DEGREES 15 MINUTES 22 SECONDS WEST, A DISTANCE OF 760.73 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 47 DEGREES 14 MINUTES 36 SECONDS WEST, A DISTANCE OF 1180.74 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 49 MINUTES 11 SECONDS, A RADIUS OF 275.00 FEET, AND A CHORD THAT BEARS NORTH 45 DEGREES 49 MINUTES 19 SECONDS EAST A DISTANCE OF 18.33 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 18.33 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 47 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 13.33 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 42 DEGREES 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 47 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 223.27 FEET TO A 1/2" IRON ROD FOUND WITH CAP FOR CORNER, BEING THE SOUTHWEST CORNER OF SAID 158.396 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF SAID SHALE CREEK AND BEING IN THE EAST LINE OF A CALLED 16.5 ACRE TRACT DESCRIBED IN DEED TO DANIEL AND BARBARA NANCE, AS RECORDED IN VOLUME 324, PAGE 209, DEED RECORDS, WISE COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 02 MINUTES 26 SECONDS EAST ALONG SAID EAST LINE, AND ALONG WITH THE EAST LINE OF A CALLED 20.02 ACRE TRACT OF LAND DESCRIBED IN DEED TO DANIEL AND BARBARA NANCE IN VOLUME 202, PAGE 625, DEED RECORDS, WISE COUNTY, TEXAS, A DISTANCE OF 1599.42 TO A FOUND 3" POST, BEING THE NORTHWEST CORNER OF SAID 158.396 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID NANCE TRACT AND BEING IN THE SOUTH LINE OF A CALLED 284.67 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO J.L. LOGAN FAMILY LIMITED PARTNERSHIP, AS RECORDED IN INSTRUMENT NO. 2004-66130, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID 158.396 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 284.67 ACRE TRACT NORTH 89 DEGREES 37 MINUTES 10 SECONDS EAST, A DISTANCE OF 2631.54 FEET TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 158.396 ACRES.

EXHIBIT PREPARED OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY
DESCRIPTION.

Elliott Pat Busby

Elliott Pat Busby, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 5561
Jacobs Engineering Group, Inc.
1999 Bryan Street, Suite 1200
Dallas, Texas 75201-3136
Phone 214-638-0145 Fax 214-638-0447

August 11, 2014

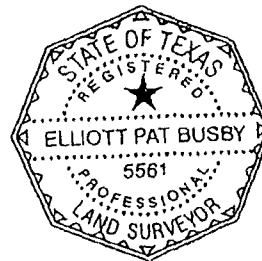
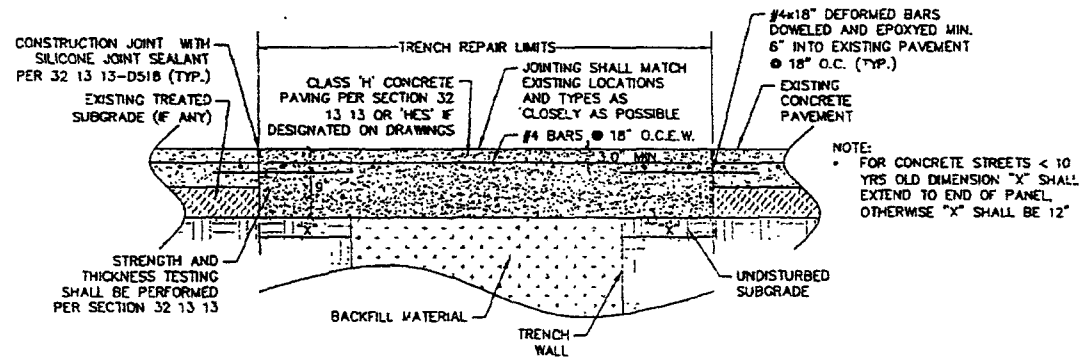


Exhibit H
Paving Repair Standards

44261.16

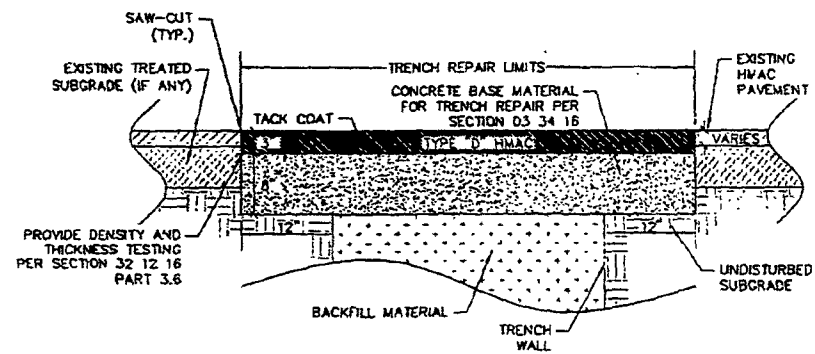


CITY OF FORT WORTH, TEXAS
**CONCRETE PAVEMENT TRENCH REPAIR -
 RESIDENTIAL STREETS**

REVISED: 08-31-2012

32 01 29-D523

NOTE TO DESIGNER:
WHERE ASPHALT EXISTS OVER
CONCRETE PAVEMENT, THE ENGINEER
SHALL PREPARE A PROJECT SPECIFIC
DETAIL APPROVED BY T/PW.



CITY OF FORT WORTH, TEXAS
ASPHALT PAVEMENT TRENCH REPAIR -
RESIDENTIAL STREETS

REVISED: 08-31-2012

32 01 17-D521

EXHIBIT 4

AGREEMENTS

**SECOND AMENDMENT TO WATER AND WASTEWATER UTILITY
SERVICES TRANSFER AGREEMENT**

This Second Amendment to Water and Wastewater Utility Services Transfer Agreement ("Second Amendment") is entered into by and between Aqua Texas, Inc., a Texas corporation ("Aqua Texas"), the City of Fort Worth, a home-rule municipal corporation situated in Tarrant, Denton, Johnson, Parker and Wise Counties, Texas (the "City"), Alpha Ranch Fresh Water Supply District of Denton and Wise Counties ("Alpha Ranch District"), South Denton County Water Control and Improvement District No. 1 ("Brookfield District") and North Fort Worth Water Control and Improvement District No. 1 of Denton and Wise Counties ("Shale Creek District") (collectively, the "Parties").

RECITALS

WHEREAS, Aqua Texas, the City, Alpha Ranch District, Brookfield District and Shale Creek District entered into that certain Water and Wastewater Utility Services Transfer Agreement effective March 1, 2017 (City Secretary Contract No. 48652), as amended effective April 24, 2018 (City Secretary Contract No. 48652-A1) (the "Agreement"); and

WHEREAS, the Agreement provides for Aqua Texas to transfer certain rights and obligations under sewer Certificates of Convenience and Necessity ("CCN") No. 20453 and No. 20867 for certain property defined therein as the Sewer CCN Transfer Areas; and

WHEREAS, the CCN number for the Sewer CCN Transfer Areas is CCN No. 21059, not CCN No. 20453 and 20867; and

WHEREAS, the Parties wish to amend the Agreement to change all references to sewer CCN No. 20453 and 20867 to sewer CCN No. 21059;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations, and benefits herein contained, the Parties agree as follows:

1. The Agreement is amended to change all references to CCN No. 20453 to CCN No. 21059,
2. This Agreement is further amended to change all references to CCN No. 20867 to CCN No. 21059.
3. Except as specifically amended in this Second Amendment, the Agreement shall remain in full force and effect in accordance with its original terms and conditions.
4. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.
5. This Agreement shall be effective upon execution by all Parties.

AQUA TEXAS, INC.

NO 8/15/16

By: _____

RL Laughman
Robert L. Laughman, President

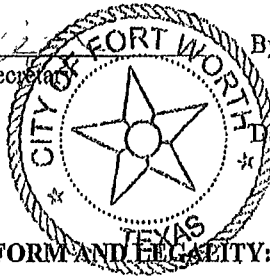
Date: _____

8/16/16

ATTEST:

CITY OF FORT WORTH

Mary J. Kayser
Mary J. Kayser, City Secretary



By: Jeer J. Clark
Assistant City Manager

Date: 8-29-10


APPROVED AS TO FORM AND LEGALITY:

Christopher L. Hays
Assistant City Attorney

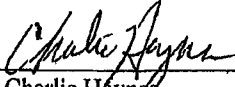
MJC: NA

1295: NA

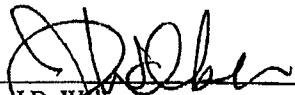
**BROOKFIELD FRESH WATER SUPPLY DISTRICT
NO. 1 OF DENTON COUNTY
f/k/a South Denton County Water Control
and Improvement District No. 1**

By: 
Name: Sandra Tabacnic
Title: President
Date: 6/21/18

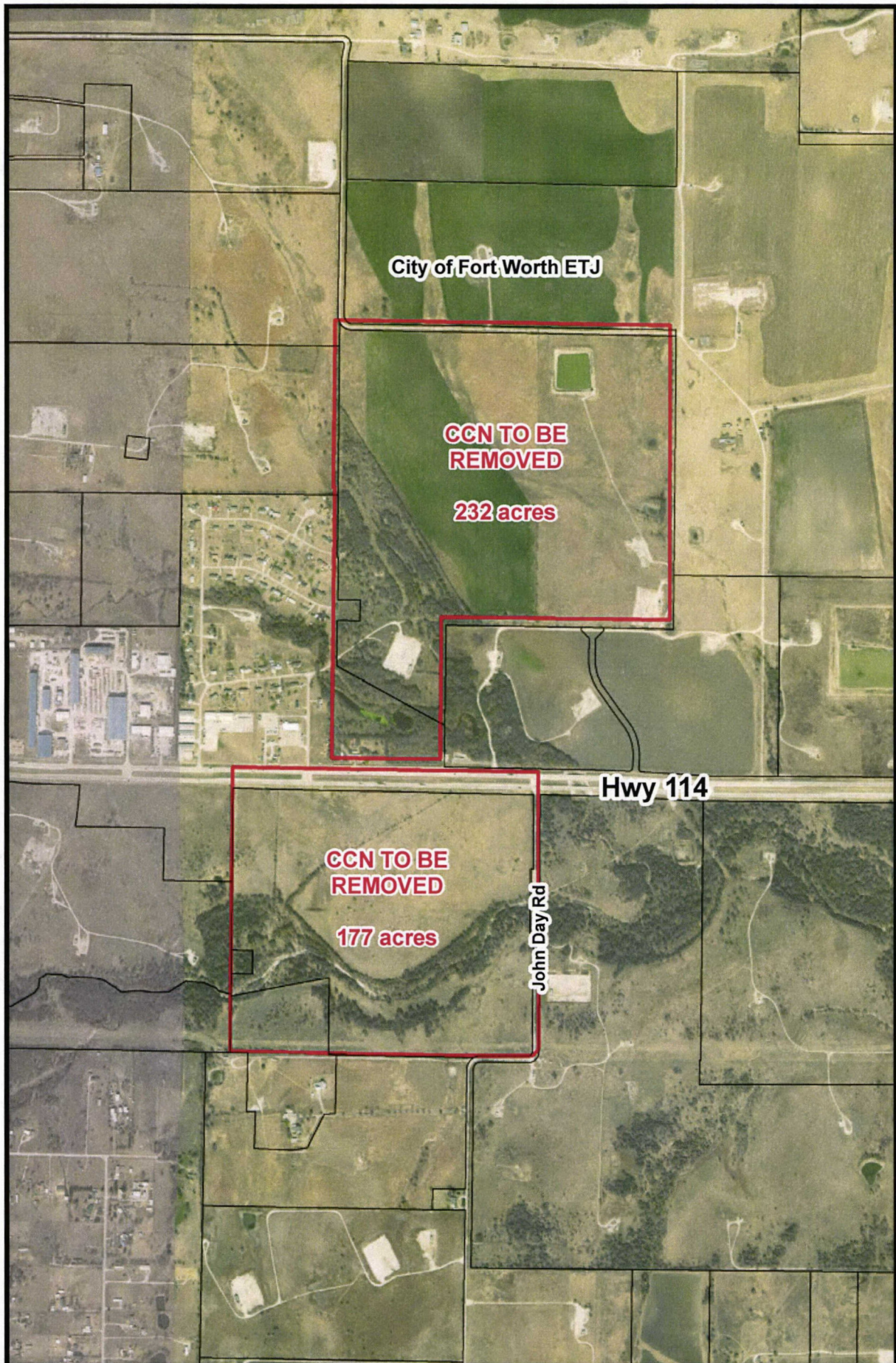
**ALPHA RANCH FRESH WATER
SUPPLY DISTRICT
OF DENTON AND WISE COUNTIES**

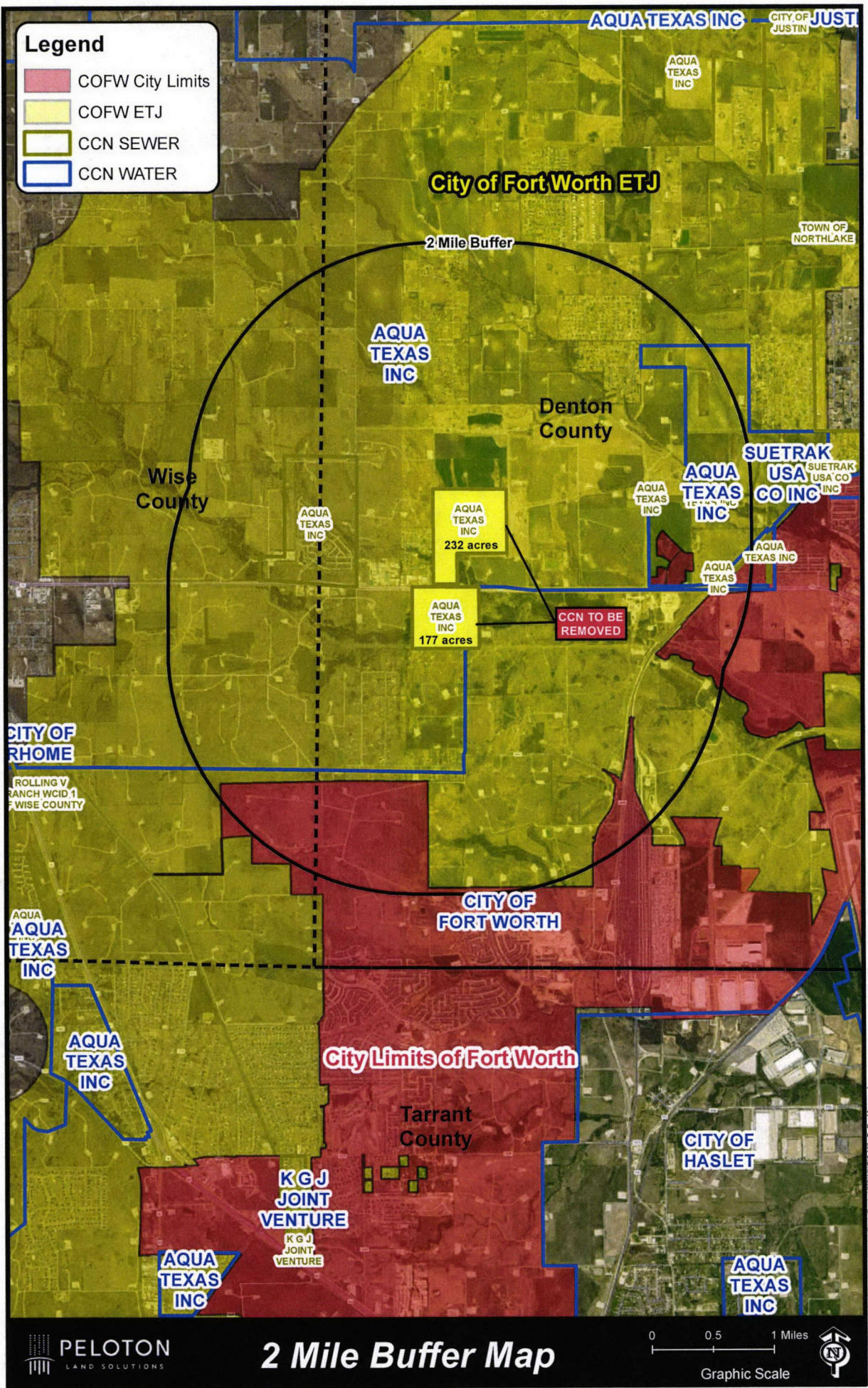
By: 
Name: Charlie Haynes
Title: President
Date: 6-21-18

**NORTH FORT WORTH WATER
CONTROL AND IMPROVEMENT DISTRICT
OF DENTON AND WISE COUNTIES**

By: 
Name: J.D. Walker
Title: President
Date: 6/21/18

31357.21







CD'S ATTACHED

**TO VIEW PLEASE
CONTACT CENTRAL
RECORDS 512-936-
7180**