DEVELOPMENT AND INTERLOCAL AGREEMENT

This Development and Interlocal Agreement (this “Agreement”) is executed between Noble-Kidd Development ("Developer"), the City of McLendon-Chisholm, Texas (the “City”), and the Triple Creek Municipal Management District (the “District”) to be effective on the last date of execution by the parties (the “Effective Date”).

ARTICLE I
REQUITALS

WHEREAS the City is a Type A general-law municipality of the State of Texas; and

WHEREAS Developer is a Texas partnership; and

WHEREAS, the District is special legislative district organized under the provisions of Article XVI, Section 59 of the Constitution of Texas and Chapter 3851, Subtitle Title 4 of the Special District Local Laws Code to include all of the Property (hereinafter defined) and to fund the design, construction, installation and maintenance of the Public Infrastructure (hereinafter defined) necessary for Developer’s intended development of the Property; and

WHEREAS, Developer, the City and the District are sometimes individually referred to as a “Party” and collectively is the “Parties”; and

WHEREAS, Developer intends to acquire the real property located in the City and described by metes and bounds on Exhibit A (the “Property”); and

WHEREAS, the Property was annexed to the City limits of the City on May 30, 2006, June 26, 2006, and July 24, 2006, and City has exclusive jurisdiction to regulate zoning, subdivision plats and approve related permits concerning the Property; and

WHEREAS, the City Council approved the Triple Creek Planned Development District (the “PD”) by Ordinance No. 2006-16 in August 14, 2006 establishing zoning regulations for the Property; and

WHEREAS, on January 31, 2007, the City Council for the City approved that certain Memorandum of Understanding (“MOU”) concerning the development of the Property, provision of utilities and services, and the creation of the District, which MOU contemplated its subsequent replacement with a more detailed agreement, and

WHEREAS, High Point Water Supply Corporation holds the Certificate of Convenience and Necessity (“CCN”) to provide retail water service to the Property; and

WHEREAS, no CCN has been issued to any person or entity to provide retail wastewater service to the Property; however, the City of Rockwall by adoption of Resolution No. 06-40 on August 21, 2006, authorized the City to tie into the Buffalo Creek Interceptor System sewer line to receive flows from the full development of the Property and the City’s current central business district; and
WHEREAS, the Parties intend that the Property be developed: (i) as a master-planned, residential community including parkland, open space, and other public and private amenities, including a golf course (the “Golf Course”), that will benefit and serve the present and future citizens of the City; and

WHEREAS, to facilitate the Developer’s intended development of the Property in a cost-effective and market-competitive manner; the financing of necessary public infrastructure, such as streets, water, sewer, parks and general amenities; and the provision of traditional city services for the developing areas, without imposing a burden on the City’s taxpayers who reside elsewhere in the City, Developer and City Council agreed to request the legislation authorizing the creation of the District; and

WHEREAS, the Parties intend that the District, or Developer as appropriate, will design, construct and install the Public Infrastructure: (i) at no cost or expense to the City; and (ii) in accordance with the applicable governmental requirements, rules, regulations and policies; and

WHEREAS, the City and District intend that the exercise of the power of eminent domain will be used as necessary to acquire rights of way for improvements required to S.H. 205, FM 548, and Klutts Road; and for easements for water and sewer infrastructure; and

WHEREAS, Developer and City have agreed that to assist the City in the provision of City services to the Property, Developer will reserve ten (10) acres of the Property for public facilities; and

WHEREAS, the intended development of the Property by Developer and the District, including the design, construction and installation of Public Infrastructure, will benefit the City and its current and future citizens, without capital investment by the City in the Public Infrastructure; and

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

ARTICLE II
DEVELOPMENT REGULATIONS AND CONDITIONS

1.1 Development Standards. The Property will be developed generally consistent with the approved Concept Plan depicted on Exhibit “B” and regulations of the Triple Creek Planned Development District (the “PD”) approved by the City Council on August 31, 2006 along with any refinements thereto pursuant to Development Plans the approval of which are a prerequisite to development within the PD (the Concept Plan, the PD Zoning and Development Plans hereinafter collectively referred to as the “Plan for Development”). The development shall include provisions for approximately 1,867 single family homes, a commercial tract, a public or private community center, golf course, recreational facilities, trails and open space areas. The Parties agree and acknowledge that the Plan for Development constitutes a permit and plan for development under Texas Local Government Code Section 245.002.
1.2 **Golf Course.** Developer agrees to construct a golf course in accordance with the Plan for Development with commencement of construction of the golf course to occur prior to completion of the first single family residence constructed pursuant to the PD. Developer agrees that if the golf course is not completed within three years from the date of issuance of the construction permit for the golf course, the City may, at its sole option, suspend the issuance of building permits at the Property or avail itself of any other remedies allowed by law. The Developer shall determine whether the golf course, amenity center, recreational facilities and trails and open space area are private or public.

1.3 **Park Amenities.** To the extent permitted by applicable statutes or regulations, the City will cooperate with Developer to permit the following improvements to be located within the parks proposed within the PD (including within the flood plain area): roads, dry weather crossings, parking, landscaping, irrigation, drainage facilities, retention and detention facilities, recreation facilities, restrooms, lighting for sports facilities, utilities, and signage.

**ARTICLE II**
**PUBLIC INFRASTRUCTURE; UTILITY AND MUNICIPAL SERVICES**

2.1 **Public Infrastructure.** The District, or Developer as appropriate, will design, construct, and install the Public Infrastructure using the proceeds of bonds issued by the District and secured solely by assessments levied on property within the District and by other funds legally available to the District or Developer. The City has no obligation to pay for the construction of any of the Public Infrastructure. The Public Infrastructure shall include, but not be limited to, wastewater, drainage, and roadway infrastructure necessary or convenient for the development of the Property, including: (1) landscaping, hardscaping and irrigation; (2) onsite and offsite sewer infrastructure and facilities; (3) streets, roadways and other thoroughfares, including streetscaping and street lighting; (4) stormwater drainage infrastructure and facilities, and (5) offsite road improvements to S.H. 205, FM 548 and Klutts Road. Public Infrastructure may also include (1) parks and greens together with any ancillary structures, features or amenities along with all necessary infrastructure involved in the construction of such parks and greens; (2) water features such as lakes, ponds and fountains; (3) distinctive lighting and signs; (4) pedestrian malls, passages or pathways including pedestrian bridges; (5) onsite and offsite water infrastructure; (6) community meeting halls or similar buildings; (7) community monuments, towers, and other amenity-type structures.

2.2 **Water and Wastewater Public Infrastructure.** Developer or the District shall design and construct all water and wastewater infrastructure necessary to provide continuous and adequate service to customers in the Property in compliance with all statutory and regulatory requirements, including but not limited to design and construction of on-site water infrastructure necessary to accommodate potable water and to accept sufficient water capacity for fire protection and suppression.

2.3 **Water Service.** The Parties acknowledge that it is the City’s intention to ultimately become the retail provider of water service to the Property. Developer shall cooperate to the extent commercially reasonable with any efforts by the City to obtain the CCN for either retail water or wastewater service, or both, on the Property. Notwithstanding the foregoing, the parties agree that if the City not be in a position to provide retail potable water service by September 1,
2007, Developer may proceed to obtain water service from the holder of the CCN for water. Should the City ultimately be successful in obtaining the CCN for water, Developer’s right to develop the Property or any portion of the Property will remain unaffected by any such future acquisition of or transfer of the CCNs.

2.4 Ownership and Operation of Public Infrastructure. The District shall at all times maintain the Public Infrastructure while in its possession. Upon the City’s request, streets owned by the District may be transferred to the City at any time following their construction. All Public Infrastructure shall at all times be maintained in good condition and working order in compliance with all applicable laws and ordinances and all applicable rules, policies, standards, and orders of any governmental entity with jurisdiction over same. The Public Infrastructure shall at all times be utilized to benefit the Property and the citizens of the City, regardless of ownership.

In the event the City holds the CCN for water for the Property at the time of completion and acceptance by the City of the water and sanitary sewer system, upon completion, acceptance, and written request by the City, the water and sanitary sewer system shall be dedicated to the City and leased to the District for a period of not more than 15 years, with the lease being subject to cancellation at the option of the City upon 6 months’ notice at any time throughout its term. City may at any time by written request, and without terminating the District, require dedication of other portions of the Public Infrastructure to the City.

While in its possession, the District will operate and maintain the sewer system in good operating condition in accordance with all applicable laws and regulations, and will collect and own the revenues derived from its operation, except that if the system returns a net profit after paying operating costs, allocating sewer connection fees as provided in Section 2.5 (c), and creating reasonable maintenance reserves, the net revenues will be divided equally between the District and the City. If revenues are not adequate to pay the costs of operations, the District will pay such costs from assessments levied by it if permitted by applicable law, and/or from the imposition of a maintenance tax in accordance with applicable law.

2.5 Wastewater Service.

(a) Retail Provider. It is the Parties’ intention that the City ultimately becomes the retail provider of wastewater service to the Property. Developer agrees to cooperate with and support the efforts of the City to become the retail provider of wastewater service to the Property.

(b) Sewer Line Oversizing. The Developer or the District shall oversize that section of sanitary sewer line from SH 205 to the Buffalo Creek Interceptor System (the “Oversize Line”) and stub it out at SH 205 near the bridge south of Town to serve the City’s current Central Commercial District. The design capacity of the Oversize Line will be determined by mutual agreement between the City’s engineers and Developer’s engineers. Notwithstanding the foregoing, Developer shall in no event be required to provide funds for any amount by which the design capacity of the Oversize Line exceeds 125% of the capacity required to serve the Property.

(c) The Parties agree that the City will receive forty percent (40%) of all sewer connection fees from any portion of the Property utilizing the sewer facilities constructed pursuant to this
Agreement (the "Sewer Facilities"); and that sixty percent (60%) of all said sewer connection fees if and when paid for such portions of the Property utilizing the Sewer Facilities shall be placed in an escrow account with the District to be used for recreation amenities. The obligation to escrow the connection fees will terminate upon the expiration of ten (10) years from the date the Oversize Line is placed in service. After that time, the City shall receive 100% of the connection fees. The Parties agree that the District or the Developer may only use the funds placed in escrow pursuant to this paragraph for improvements related to hike and bike paths, public restrooms, concession buildings, soccer fields, baseball and/or softball fields, public parking lots, irrigation and lighting of recreational areas, and water wells needed for irrigation, tennis courts, golf course, the additional four-lane road extension and bridge over Brushy Creek to service the park areas, and on- and off-site water lines that are not deemed to be public improvements. Funds from the escrow account shall be disbursed by the District to pay or reimburse the Developer for park improvements or recreational amenities, as outlined above, and consistent with the Development Plan. The Developer shall not be entitled to any interest accruing on said account. Rather, interest earned shall remain with the escrow fund to be used in the same manner as the principal.

Developer shall negotiate and enter into an agreement, to be approved by the City, with the owners and/or developers of nearby property commonly referred to as Chisholm Properties, LP, to participate and share on a pro rata basis the cost of installation and construction of that section of sanitary sewer line from the intersection of the west right-of-way line of SH 205 and Berry Creek to the Buffalo Creek Interceptor System. The costs of installation and construction shall include engineering and design, right-of-way acquisition, and labor, materials and equipment necessary to enable the Property to receive wastewater treatment service. The cost proration shall be based on the anticipated number of service units within each tract that is to be developed by each owner/developer and an equal proration of the costs associated with oversizing the line and obtaining the sewer CCN for the City.

2.6 Uniform Rates. If the City becomes the retail provider of water or wastewater service to the Property, the water or wastewater retail rates charged to customers in the Property shall be the same as those duly adopted and uniformly charged by the City throughout the City, based on similar user classes.

2.7 Roadway and Street Improvements. Developer will complete a traffic impact analysis to analyze the impact of full development of the Property on the existing surrounding roadway infrastructure, and to make recommendations in accordance with requirements of the Texas Department of Transportation (TxDOT) for certain phased improvements that may be necessary to mitigate those impacts. The District will cause to be constructed the phased roadway infrastructure necessary to serve full development of the Property, including off-site and perimeter roadways to be paid for from funds of the District or Developer. Upon completion, all roadway infrastructure required by the traffic impact analysis will be dedicated to public use with maintenance to be provided by the District. The Developer will reserve or dedicate additional right-of-way on SH 205 and FM 548 as required by TxDOT, if any, or by the Concept Plan attached to the PD.

2.8 Land Donation for Municipal Facilities. Upon acquisition of the Property by Developer, the Developer will donate or cause to be donated ten acres of land to the City for the purpose of
expanding municipal facilities. Five acres +/- of the donation will be located behind the existing City Hall (the “City Hall Donation”), with the balance of the donation (the “Remainder Donation”) to consist of land at a location on the Property mutually agreed upon between Developer and City. The Remainder Donation can be used only for a City Hall building, a Fire Station or similar type building. Any structure built on Remainder Donation will be compatible in architectural design to surrounding structures. The City Hall Donation may be used for any municipal purpose.

2.9 Solid Waste Disposal Services. The District may provide solid waste disposal services or enter into a separate interlocal agreement with the City or others for provision of solid waste disposal services for full development of the Property.

2.10 Payments for Other Municipal Services. In conjunction with each of the first three issuances of bonds by the District to fund the Public Infrastructure, the District will make a payment to the City to fund expenses of the City associated with the development of the Property. Each payment shall be due within 30 days of the date bond proceeds are disbursed for the payment of the Public Infrastructure costs associated with each bond sale. The first and second payments shall each be made in the amount of $350,000.00. The third payment shall be made in the amount of $500,000.00. Payments made pursuant to this paragraph shall be used by the City to fund municipal expenses of the City associated with the Property.

ARTICLE III
TERM OF AGREEMENT

The term of this Agreement shall be 15 years after the Effective Date unless extended or shortened by mutual agreement of Developer and City (the “Term”). City agrees that it shall take no action to terminate the District prior to the expiration of the Term, except with the written consent of the other Parties.

ARTICLE IV
CONSENT TO DISTRICT CONFIRMATION ELECTION

4.1 Consent by and through this Agreement. This Agreement and the City Council resolution authorizing its execution on behalf of the City constitute the agreement of the City to the development plans and rules for the District, but shall not be construed as an approval of the Development Plan or any other plan or permit application that has not yet been submitted for review and approval and the consent of the City to the Board of Directors of the District calling for the District’s Confirmation Election pursuant to Section 3851.055 of the Act. The City further consents to expansions of the District, and to boundary adjustments of the District in the form of additions of land to any contiguous tracts that may be acquired by Developer.

4.2 Consent Ordinances, Other Documents. The City agrees to adopt such further ordinances or resolutions and execute such further documents as may reasonably be requested by the District, Developer, the TCEQ, the AG, or any special district to evidence the City’s consents as set forth in this Agreement. Notwithstanding the foregoing, the City’s agreement to adopt further ordinances or resolutions shall in no way be deemed or construed so as to deprive the City’s governing body of its exercise of legislative discretion.
ARTICLE V
EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given, subject to force majeure as set forth in paragraph 8.14). The nondefaulting party may at its option extend the time to cure for a duration reasonable under the circumstances. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five business days after receipt of notice.

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

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

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

(c) adversely affect or impair the current or future obligations of the City to provide water or wastewater service (whether wholesale or retail) or any other service to any developed portion of the Property, or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the default, or

(d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(e) adversely affect or impair the effectiveness or validity of any consents given by the City in this Agreement or in the Consent Resolution; or

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

(g) limit the Term of this Agreement.

5.3 Governmental Powers, Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:
(a) Nothing in this section shall waive any claims, defenses, or immunities that the City has with respect to suits against the City by persons or entities other than the District or a Party to this Agreement nor shall this Article or Agreement be construed to waive any immunities, whether governmental, sovereign, legislative, official, qualified or otherwise, except as clearly set forth in this section. Nothing in this Agreement shall in any way be construed to grant or create any rights or interest in any person not a Party to this Agreement.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

ARTICLE VI
ASSIGNMENT AND ENCUMBRANCE

6.1 Assignment by Developer to Successor Developers. Developer has the right (from time to time with the consent of the City, which shall not be unreasonably withheld) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an “Assignee”) that is or will become a developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer or any of its Principals. Notwithstanding the foregoing, the Developer may assign this Agreement to an entity that is a wholly owned subsidiary or affiliate of Developer or Developer’s principals without the consent of the City, however, such assignment shall not be effective until written notice has been provided to the City. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the Obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee’s failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such assignment. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee’s Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

6.2 Encumbrance by Developer and Assignees. Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. The Lender, after receiving written notice of an event of default, shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in accordance with the cure periods.
otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a

cure offered by the Lender as if offered by the defaulting Party. A Lender is not a Party to this

Agreement unless this Agreement is amended, with the consent of the Lender and the City, to

add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue
to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the
exercise of foreclosure or other rights by a Lender, whether judicial or non-judicial. Any
purchaser from or successor Developer through a Lender of any portion of the Property shall be
bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement
with respect to the acquired portion of the Property until all defaults under this Agreement with
respect to the acquired portion of the Property have been cured. Notwithstanding, Developer and
Assignees shall not allow, cause or permit any encumbrance, lien or security interest in or to any
property that is or may be dedicated to the City or the public use, including but not limited to
streets, alleys, public rights-of-way, and public easements.

6.3 Assignees as Parties. A permitted Assignee shall be considered a “Party” for the purposes

of this Agreement.

ARTICLE VII

RELEASES, AND ESTOPPEL CERTIFICATES

7.1 Binding Obligations. This Agreement shall be binding upon the Parties and their

successors and assigns permitted by this Agreement and upon the Property; however, this

Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any

lot owner purchasing a lot for use and occupancy.

7.2 Estoppel Certificates. From time to time upon written request of Developer or the

District, the City Administrator shall execute a written estoppel certificate identifying any

obligations of the Parties under this Agreement that are in default or, with the giving of notice or

passage of time, would be in default; and stating, to the extent true, that to the best knowledge

and belief of the City, the Parties are in compliance with their duties and obligations under this

Agreement.

ARTICLE VIII

ADDITIONAL PROVISIONS

8.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the

Effective Date; (b) form the basis upon which the Parties negotiated and entered into this

Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the

Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to

interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals,

shall be taken into consideration and, to the maximum extent possible, given full effect. The

Parties have relied upon the recitals as part of the consideration for entering into this Agreement

and, for the intent of the Parties reflected by the recitals, would not have entered into this

Agreement.

8.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in

connection with this Agreement) (a “Notice”) shall be in writing, shall be signed by or on behalf
of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business
day after being deposited with the United States mail service, Certified Mail, Return Receipt
Requested; (b) on the day delivered by a private delivery or private messenger service (such as
FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether
or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day
actually received by the person to whom the Notice is addressed, including, but not limited to,
delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by
FAX). Notices given pursuant to this section shall be addressed as follows:

To the City: Attn: City Administrator
City of McLendon-Chisholm, Texas
1248 S. Hwy 205
Rockwall, TX 75087
E-mail: citymcsec@birch.net
FAX: (972) 524-2077

With copy to:
   Attn: David M. Berman, City Attorney
   Nichols, Jackson, Dillard, Hager & Smith, L.L.P
   1800 Lincoln Plaza
   500 North Akard
   Dallas, TX 75201
   Facsimile: (214) 965-0010
   E-mail: dberman@njdhs.com

To Developer: Attn: R. Edward Noble
1805 Royal Lane, Ste. 103
Dallas, Texas 75229
Email: noblekidd@sbcglobal.net
FAX: 972-444-9340

With copy to:

   Myron D. Dornic
   Jackson Walker L.L.P.
   901 Main Street, Ste. 6000
   Dallas, Texas 75202
   E-mail: mdornic@jw.com
   FAX: (214) 953-5822

To District: Attn:
8.3 **Manufactured Housing.** Notwithstanding any other provision of this Agreement to the contrary, HUD-Code manufactured homes may be located within the Property, from time to time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). Developer will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied. Manufactured homes permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of substantial completion; (d) do not otherwise have to comply with the Governing Regulations; (e) do not require any permit or other approval by the City; and (f) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes permitted by this Agreement shall, however, be subject to all permits or approvals (excluding subdivision and platting approvals) otherwise required by the City; and the City shall cooperate in good faith to assist Developer in obtaining water, wastewater, and utility service for such homes. No manufactured housing shall be sold for any other purpose than for what is necessary for the creation or administration of the District. Residential subdivisions shall not be designed for manufactured housing uses.

8.4 **Water Wells.** Water wells may be drilled within the Property for the purpose of providing irrigation water; subject, however, to all applicable rules and regulations of the TCEQ.

8.5 **Interpretation.** The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision. Ambiguities shall be resolved, to the extent possible, by reference first to the legislation creating the District and then, if any ambiguity continues, to the MOU.

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

8.7 **Entire Agreement; Severability.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject
matter of this Agreement. All terms of the MOU inconsistent with terms of this Agreement or the rules of the District (such rules being defined by the legislation creating the district) are hereby superseded by the terms of this Agreement and the rules of the District, respectively. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deemed to 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) and 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.

8.8 Director Qualifying Lots. Notwithstanding any other provision of this Agreement to the contrary, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no structure, other than manufactured housing authorized by Section 8.3 shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City.

8.9 Open Space and Common Areas. A property owners association or associations, or the District, at the Developer’s option, shall operate and maintain all open space and common areas in the Property.

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

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

8.12 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. If the District is not an Assignee, the District shall be considered a third-party beneficiary of this Agreement. An End-Buyer shall not be considered a third-party beneficiary of this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

8.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence

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in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within thirty business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The team “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

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

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

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

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Metes and Bounds Description of the Property</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Concept Plan</td>
</tr>
</tbody>
</table>
Executed by Developer, District and the City to be effective on July 25th, 2007.

CITY OF McLendon-Chisholm, TEXAS

[Signature] Mike Donegan, Mayor

ATTEST:

[Signature] CITY SECRETARY

APPROVED AS TO FORM:

[Signature] CITY ATTORNEY

STATE OF TEXAS

COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 25th day of July, 2007 by Mike Donegan, Mayor of City of McLendon-Chisholm, Texas, on behalf of said city.

[Signature] Notary Public, State of Texas
NOBLE-KIDD DEVELOPMENT

By: __________________________
Its: PARTNER

Name: R. Edward Noble
Title: Partner
Date: 07/23/07

STATE OF TEXAS

COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 30th day of July 2007 by R. Edward Noble, Partner of Noble-Kidd Development, a Texas General Partnership, on behalf of said Noble-Kidd Development.

CAROLYN F. LAWHORN
Notary Public, State of Texas

Page 15
TRIPLE CREEK MUNICIPAL MANAGEMENT DISTRICT

By: 
Its: 

By: 
Name: Andrew E. Poppe
Title: Manager of Operations
Date: 7-26-07

STATE OF TEXAS

COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 11th day of July 2007 by Andrew E. Poppe, Manager of the Board of Directors, a Special District on behalf of said Triple Creek Municipal Management District.

Carolyn F. Lawhorn
Notary Public, State of Texas

Page 16
Noble-Kidd Development

EXHIBIT A
TRACT ONE: 352.817 Acres Located in Rockwall County and Kaufman County, Texas:

BEING all that certain lot, tract or parcel of land situated in the King Latham Survey, Abstract Number 133, located in Rockwall County, Texas and King Latham Survey, Abstract Number 622, located in Kaufman County, Texas, and being a portion of a called 203.728 acre tract of land described in deed to WED Limited Partnership, as recorded in Volume 2053, Page 273 of the Deed Records of Rockwall County, Texas, and also being a portion of Tract No. 1, a called 850.14 acre tract of land described in deed to The McLendon-Chisholm Ranch, L.P., as recorded in Volume 4492, Page 101 of the Deed Records of Rockwall County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set in the west right of way line of State Highway No. 205 (a variable width right of way);

THENCE South 44 degrees 36 minutes 15 seconds East, along said west right of way line, a distance of 2208.26 feet to a 1/2 inch iron rod with cap stamped “Weir & Associates” found for the most northerly corner of Lot 27, Block A, Chisholm Ranch Estates Addition, an addition to Rockwall County, according to the plat recorded in Cabinet F, Page 247, of the Plat Records of Rockwall County, Texas;

THENCE South 45 degrees 14 minutes 10 seconds West, along the northwest line of Block A, of said Chisholm Ranch Estates Addition, a distance of 3117.04 feet to a 1/2 inch iron rod found for corner;

THENCE South 44 degrees 27 minutes 13 seconds East, along the southwest line of Block A, of said Chisholm Ranch Estates Addition, a distance of 923.44 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set, from which a 1/2 inch iron rod found in the
northwest right of way line of Farm to Market Road No. 548 bears South 44 degrees 27 minutes 13 seconds East, a distance of 2260.45 feet;
THENCE South 44 degrees 18 minutes 39 seconds West, along the northwest line of a tract of land described in deed to Dorothy Lynn Sulling, Martha Nell McAllister, Mary Elizabeth Awanessian & William Dewey Samuels, Jr., as recorded in Volume 579, Page 86 of the Deed Records of Rockwall County, Texas, a distance of 1159.29 feet to a 1/2 inch iron rod found for corner;
THENCE South 45 degrees 50 minutes 06 seconds West, continuing along said northwest line, a distance of 1874.24 feet to a 1/2 inch iron rod found in the northeast line of said WED Limited Partnership Tract;
THENCE South 44 degrees 02 minutes 51 seconds East, along the southwest line of said Dorothy Lynn Sulling, Martha Nell McAllister, Mary Elizabeth Awanessian & William Dewey Samuels, Jr. Tract, a distance of 2229.61 feet to a 1/2 inch iron rod found in the northwest right of way line of said Farm to Market Road No. 548, for the beginning of a non-tangent curve to the right having a radius of 1395.90 feet, a central angle of 19 degrees 43 minutes 37 seconds, a chord bearing of South 65 degrees 19 minutes 10 seconds West, and a chord distance of 478.24 feet;
THENCE along said northwest right of way line, the following courses and distances:

Southwesterly along said curve for an arc length of 480.61 feet to a concrete monument found for corner;
South 75 degrees 19 minutes 35 seconds West, a distance of 511.95 feet to a concrete monument found for corner by a wooden right of way marker, for the beginning of a
tangent curve to the left having a radius of 1481.35 feet, a central angle of 30 degrees 01 minutes 03 seconds, a chord bearing of South 60 degrees 20 minutes 50 seconds West, and a chord distance of 767.24 feet;

Southwesterly along said curve for an arc length of 776.09 feet to a concrete monument found for corner by a wooden right of way marker;

South 45 degrees 23 minutes 00 seconds West, a distance of 190.29 feet to a 1/2 inch iron rod found for the most southerly corner of said WED Limited Partnership Tract;

THENCE North 44 degrees 39 minutes 33 seconds West, along the southwest line of said WED Limited Partnership Tract, a distance of 2082.11 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

THENCE over and across said WED Limited Partnership Tract and said Tract No. 1, the following courses and distances:

North 45 degrees 20 minutes 27 seconds East, a distance of 400.00 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent curve to the left having a radius of 600.00 feet, a central angle of 18 degrees 00 minutes 00 seconds, a chord bearing of North 36 degrees 20 minutes 44 seconds East, and a chord distance of 187.72 feet;

Northeasterly along said curve for an arc length of 188.50 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a reverse curve to the right having a radius of 600.00 feet, a central angle of 10 degrees 00 minutes 00 seconds, a chord bearing of North 32 degrees 20 minutes 44 seconds East, and a chord distance of 104.59 feet;
Northeasterly along said curve for an arc length of 104.72 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

North 37 degrees 20 minutes 44 seconds East, a distance of 250.00 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent curve to the left having a radius of 600.00 feet, a central angle of 15 degrees 00 minutes 00 seconds, a chord bearing of North 29 degrees 50 minutes 44 seconds East, and a chord distance of 156.63 feet;

Northeasterly along said curve for an arc length of 157.08 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

North 22 degrees 20 minutes 44 seconds East, a distance of 350.00 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent curve to the right having a radius of 600.00 feet, a central angle of 25 degrees 23 minutes 21 seconds, a chord bearing of North 35 degrees 02 minutes 24 seconds East, and a chord distance of 263.70 feet;

Northeasterly along said curve for an arc length of 265.87 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a reverse curve to the left having a radius of 500.00 feet, a central angle of 55 degrees 58 minutes 53 seconds, a chord bearing of North 19 degrees 44 minutes 38 seconds East, and a chord distance of 469.33 feet;

Northeasterly along said curve for an arc length of 488.53 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

North 08 degrees 14 minutes 48 seconds West, a distance of 47.60 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent
curve to the right having a radius of 800.00 feet, a central angle of 56 degrees 31 minutes 24 seconds, a chord bearing of North 20 degrees 00 minutes 54 seconds East, and a chord distance of 757.60 feet;
Northeasterly along said curve for an arc length of 789.21 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;
North 48 degrees 16 minutes 36 seconds East, a distance of 100.00 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent curve to the left having a radius of 400.00 feet, a central angle of 33 degrees 15 minutes 03 seconds, a chord bearing of North 31 degrees 39 minutes 05 seconds East, and a chord distance of 228.89 feet;
Northeasterly along said curve for an arc length of 232.13 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;
North 16 degrees 51 minutes 30 seconds East, a distance of 205.87 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent curve to the right having a radius of 900.00 feet, a central angle of 27 degrees 31 minutes 30 seconds, a chord bearing of North 30 degrees 37 minutes 15 seconds East, and a chord distance of 428.22 feet;
Northeasterly along said curve for an arc length of 432.36 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;
North 44 degrees 23 minutes 00 seconds East, a distance of 100.00 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent curve to the left having a radius of 300.00 feet, a central angle of 08 degrees 50 minutes
10 seconds, a chord bearing of North 39 degrees 57 minutes 55 seconds East, and a chord
distance of 46.22 feet;
Northeasterly along said curve for an arc length of 46.27 feet to a 1/2 inch iron rod with a
cap stamped “Arthur Surveying Company” set for corner;
North 35 degrees 32 minutes 50 seconds East, a distance of 100.00 feet to a 1/2 inch iron
rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent
curve to the right having a radius of 800.00 feet, a central angle of 12 degrees 12 minutes
45 seconds, a chord bearing of North 41 degrees 39 minutes 12 seconds East, and a chord
distance of 170.20 feet;
Northeasterly along said curve for an arc length of 170.52 feet to a 1/2 inch iron rod with
a cap stamped “Arthur Surveying Company” set for corner;
North 47 degrees 45 minutes 35 seconds East, a distance of 120.00 feet to a 1/2 inch iron
rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent
curve to the left having a radius of 400.00 feet, a central angle of 82 degrees 26 minutes
29 seconds, a chord bearing of North 06 degrees 32 minutes 21 seconds East, and a chord
distance of 527.17 feet;
Northeasterly along said curve for an arc length of 575.55 feet to a 1/2 inch iron rod with
a cap stamped “Arthur Surveying Company” set for corner;
North 34 degrees 40 minutes 54 seconds West, a distance of 22.07 feet to a 1/2 inch iron
rod with a cap stamped “Arthur Surveying Company” set for corner;
South 66 degrees 13 minutes 45 seconds East, a distance of 580.20 feet to a 1/2 inch iron
rod with a cap stamped “Arthur Surveying Company” set for corner;
North 23 degrees 56 minutes 15 seconds East, a distance of 330.00 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

North 66 degrees 13 minutes 45 seconds West, a distance of 1030.80 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a non-tangent curve to the right having a radius of 800.00 feet, a central angle of 64 degrees 07 minutes 58 seconds, a chord bearing of North 16 degrees 54 minutes 14 seconds East, and a chord distance of 849.44 feet;

Northeasterly along said curve for an arc length of 895.46 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

North 48 degrees 58 minutes 13 seconds East, a distance of 114.18 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

South 74 degrees 46 minutes 50 seconds East, a distance of 655.54 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

North 15 degrees 13 minutes 10 seconds East, a distance of 295.16 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

North 74 degrees 46 minutes 50 seconds West, a distance of 567.55 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

North 21 degrees 58 minutes 38 seconds East, a distance of 374.09 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent curve to the right having a radius of 1500.00 feet, a central angle of 14 degrees 24 minutes 59 seconds, a chord bearing of North 29 degrees 11 minutes 07 seconds East, and a chord distance of 376.42 feet;
Northeast along said curve for an arc length of 377.42 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

North 36 degrees 23 minutes 36 seconds East, a distance of 334.54 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent curve to the right having a radius of 800.00 feet, a central angle of 28 degrees 16 minutes 07 seconds, a chord bearing of North 50 degrees 31 minutes 40 seconds East, and a chord distance of 390.71 feet;

Northeasterly along said curve for an arc length of 394.70 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

North 64 degrees 39 minutes 43 seconds East, a distance of 302.18 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the beginning of a tangent curve to the left having a radius of 400.00 feet, a central angle of 19 degrees 15 minutes 58 seconds, a chord bearing of North 55 degrees 01 minutes 44 seconds East, and a chord distance of 133.87 feet;

Northeasterly along said curve for an arc length of 134.50 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

North 45 degrees 23 minutes 45 seconds East, a distance of 190.11 feet to the POINT OF BEGINNING and containing 352.817 acres of land, more or less, and being subject to any and all easements that may affect.

TRACT TWO: 424.915 Acres Located in Rockwall County, Texas:

BEING all that certain lot, tract or parcel of land situated in the King Latham Survey, Abstract Number 133, located in Rockwall County, Texas, and being all of a called 159.4006 acre tract of land described in deed to Tyrone E. Davenport, as recorded in Volume 1374, Page 302 of the
Deed Records of Rockwall County, Texas, a portion of a called 10.03 acre tract of land described in deed to Tyrone Davenport, as recorded in Volume 3742, Page 268 of the Deed Records of Rockwall County, Texas, and being all of a 89.00 acre tract of land described in deed to T. A. Lewis, as recorded in Volume 30, Page 306, Deed Records of Rockwall County, Texas, and also being all of the First and Second Tracts, as described in deed to D. E. Lewis, Thomas Eugene Lewis, Dorothy Dee Lewis, and David Arden Lewis, as recorded in Volume 63, Page 436, Deed Records of Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the southeast right of way line of Farm to Market Road No. 550 (a variable width right of way) same being the most westerly corner of a called 18.274 acre tract of land described in deed to Garin Reetz and Linda Reetz, as recorded in Volume 2231, Page 142 of the Deed Records of Rockwall County, Texas, from which a 1/2 inch iron rod found for the most northerly corner of said Reetz Tract bears North 45 degrees 34 minutes 28 seconds East, a distance of 873.50 feet;

THENCE South 44 degrees 30 minutes 02 seconds East, along the southwest line of said Reetz Tract, a distance of 916.53 feet to a 1/2 inch iron rod found for corner;

THENCE North 44 degrees 36 minutes 22 seconds East, along the southeast line of said Reetz Tract, a distance of 876.61 feet to a 3/8 inch iron rod found in the southwest line of Tract IV, a called 215.607 acre tract of land described in deed to Mariah Bay Development, Inc., as recorded in Volume 2245, Page 278 of the Deed Records of Rockwall County, Texas;

THENCE along the south lines of said Mariah Bay Development Tract, the following courses and distances:

_______

Dallas 1214916v.7
South 44 degrees 41 minutes 25 seconds East, a distance of 1673.16 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

North 45 degrees 40 minutes 12 seconds East, a distance of 1558.33 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 45 degrees 01 minutes 57 seconds East, a distance of 375.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

North 44 degrees 58 minutes 03 seconds East, a distance of 413.26 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the most westerly corner of a called 79.335 acre tract of land described in deed to Albert Meyers, as recorded in Volume 153, Page 699 of the Deed Records of Rockwall County, Texas;

THENCE South 43 degrees 51 minutes 51 seconds East, along the southwest line of said Meyers Tract, a distance of 1434.52 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the northerly corner of a Second Tract, a called 53.446 acre tract of land described in deed to Jerry L. Klutts and wife Rita C. Klutts, as recorded in Volume 1119, Page 22 of the Deed Records of Rockwall County, Texas;

THENCE South 44 degrees 59 minutes 05 seconds West, along the northwest line of said Second Tract and a called 199.719 acre tract of land described in deed to Beverly Farrar, as recorded in Volume 1150, Page 112 of the Deed Records of Rockwall County, Texas, a distance of 4480.56 feet to a 1/2 inch iron rod found for the most easterly corner of a called 98.730 acre tract of land described in deed to G. H. Development, Inc., as recorded in Volume 4061, Page 257 of the Deed Records of Rockwall County, Texas;

THENCE North 43 degrees 20 minutes 06 seconds West, along the northeast line of said G. H. Development Tract, a distance of 1451.15 feet to a Fence Post found in the southeast line of said
Davenport Tract, from which a 1/2 inch iron rod found for the east corner of said 159.4006 acre tract bears North 45 degrees 37 minutes 38 seconds East, a distance of 761.57 feet;

THENCE South 45 degrees 37 minutes 38 seconds West, along the northwest line of said G. H. Development Tract, a distance of 1482.10 feet to a 3/8 inch iron rod found for the most easterly corner of said 10.03 acre tract;

THENCE South 46 degrees 00 minutes 41 seconds West, continuing along the northwest line of said G. H. Development Tract, same being the southeast line of said 10.03 acre tract, a distance of 510.00 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for corner;

THENCE North 46 degrees 13 minutes 43 seconds West, over and across said Davenport Tract, a distance of 299.71 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set in the northwest line of said 10.03 acre tract, same being in the southeast line of a called 10.00 acre tract of land described in deed to Robert G. Vernon, as recorded in Volume 1547, Page 91 of the Deed Records of Rockwall County, Texas;

THENCE North 46 degrees 01 minutes 08 seconds East, along said southeast line, a distance of 520.00 feet to a 3/4 inch iron pipe found for the most easterly corner of said Vernon Tract;

THENCE North 44 degrees 19 minutes 00 seconds West, along a southwest line of said 159.4006 acre tract, a distance of 1195.42 feet to a 3/4 inch iron pipe found for corner;

THENCE South 45 degrees 30 minutes 07 seconds West, continuing along said 159.4006 acre tract, a distance of 213.27 feet to a 1/2 inch iron rod with a cap stamped “Arthur Surveying Company” set for the most easterly corner of a called 50 acre tract of land described in deed to Mary E. Young, as recorded in Volume 547, Page 322 of the Deed Records of Rockwall County, Texas;
THENCE North 44 degrees 23 minutes 02 seconds West, along the northeast line of said Young Tract, a distance of 1478.44 feet to a 1/2 inch iron rod found in the southeast right of way line of said Farm to Market Road No. 550;

THENCE North 45 degrees 24 minutes 42 seconds East, along said southeast right of way line, a distance of 2421.45 feet to a 1/2 inch iron rod found for the most northerly corner of said 159.4006 acre tract;

THENCE North 45 degrees 48 minutes 18 seconds East, continuing along said southeast right of way line, a distance of 875.84 feet to the POINT OF BEGINNING and containing 424.915 acres of land, more or less, and being subject to any and all easements that may affect.

TRACT THREE: 802.220 Acres Located in Rockwall County and Kaufman County, Texas:

BEING all that certain lot, tract or parcel of land situated in the King Latham Survey, Abstract Number 133, located in Rockwall County, Texas and the King Latham Survey, Abstract Number 622, located in Kaufman County, Texas, and being a portion of a called 203.728 acre tract of land described in deed to WED Limited Partnership, as recorded in Volume 2053, Page 273 of the Deed Records of Rockwall County, Texas, and also being a portion of Tract No. 1, a called 850.14 acre tract of land and a all of Tract No. 2, a called 150 acre tract of land described in deed to The McLendon-Chisholm Ranch, L.P., as recorded in Volume 4492, Page 101 of the Deed Records of Rockwall County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set in the west right of way line of State Highway No. 205 (a variable width right of way) from which a 1/2 inch iron rod with cap stamped "Weir & Associates" found for the most northerly corner of Lot 27, Block A, Chisholm Ranch Estates Addition, an addition to Rockwall County, according
to the plat recorded in Cabinet F, Page 247, of the Plat Records of Rockwall County, Texas, bears South 44 degrees 36 minutes 15 seconds East, a distance of 2208.26 feet;

THENCE over and across said Tract No. 1 and said WED Limited Partnership Tract, the following courses and distances:

South 45 degrees 23 minutes 45 seconds West, a distance of 190.11 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent curve to the right having a radius of 400.00 feet, a central angle of 19 degrees 15 minutes 58 seconds, a chord bearing of South 55 degrees 01 minutes 44 seconds West, and a chord distance of 133.87 feet;

Southwesterly along said curve for an arc length of 134.50 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 64 degrees 39 minutes 43 seconds West, a distance of 302.18 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent curve to the left having a radius of 800.00 feet, a central angle of 28 degrees 16 minutes 07 seconds, a chord bearing of South 50 degrees 31 minutes 40 seconds West, and a chord distance of 390.71 feet;

Southwesterly along said curve for an arc length of 394.70 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 36 degrees 23 minutes 36 seconds West, a distance of 334.54 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent curve to the left having a radius of 1500.00 feet, a central angle of 14 degrees 24 minutes 59 seconds, a chord bearing of South 29 degrees 11 minutes 07 seconds West, and a chord distance of 376.42 feet:
Southwesterly along said curve for an arc length of 377.42 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 21 degrees 58 minutes 38 seconds West, a distance of 374.09 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 74 degrees 46 minutes 50 seconds East, a distance of 567.55 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 15 degrees 13 minutes 10 seconds West, a distance of 295.16 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

North 74 degrees 46 minutes 50 seconds West, a distance of 655.54 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 48 degrees 58 minutes 13 seconds West, a distance of 114.18 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent curve to the left having a radius of 800.00 feet, a central angle of 64 degrees 07 minutes 58 seconds, a chord bearing of South 16 degrees 54 minutes 14 seconds West, and a chord distance of 849.44 feet;

Southwesterly along said curve for an arc length of 895.46 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 66 degrees 13 minutes 45 seconds East, a distance of 1030.80 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 23 degrees 56 minutes 15 seconds West, a distance of 330.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

North 66 degrees 13 minutes 45 seconds West, a distance of 580.20 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;
South 34 degrees 40 minutes 54 seconds East, a distance of 22.07 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent curve to the right having a radius of 400.00 feet, a central angle of 82 degrees 26 minutes 29 seconds, a chord bearing of South 06 degrees 32 minutes 21 seconds West, and a chord distance of 527.17 feet;
Southwesterly along said curve for an arc length of 575.55 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;
South 47 degrees 45 minutes 35 seconds West, a distance of 120.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent curve to the left having a radius of 800.00 feet, a central angle of 12 degrees 12 minutes 45 seconds, a chord bearing of South 41 degrees 39 minutes 12 seconds West, and a chord distance of 170.20 feet;
Southwesterly along said curve for an arc length of 170.52 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;
South 35 degrees 32 minutes 50 seconds West, a distance of 100.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent curve to the right having a radius of 300.00 feet, a central angle of 08 degrees 50 minutes 10 seconds, a chord bearing of South 39 degrees 57 minutes 55 seconds West, and a chord distance of 46.22 feet;
Southwesterly along said curve for an arc length of 46.27 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;
South 44 degrees 23 minutes 00 seconds West, a distance of 100.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent
curve to the left having a radius of 900.00 feet, a central angle of 27 degrees 31 minutes
30 seconds, a chord bearing of South 30 degrees 37 minutes 15 seconds West, and a
chord distance of 428.22 feet;
Southwesterly along said curve for an arc length of 432.36 feet to a 1/2 inch iron rod with
a cap stamped "Arthur Surveying Company" set for corner;
South 16 degrees 51 minutes 30 seconds West, a distance of 205.87 feet to a 1/2 inch iron
rod with a cap stamped "Arthur Surveying Company" set for the beginning of a non-
tangent curve to the right having a radius of 400.00 feet, a central angle of 33 degrees 15
minutes 03 seconds, a chord bearing of South 31 degrees 39 minutes 05 seconds West,
and a chord distance of 228.89 feet;
Southwesterly along said curve for an arc length of 232.13 feet to a 1/2 inch iron rod with
a cap stamped "Arthur Surveying Company" set for corner;
South 48 degrees 16 minutes 36 seconds West, a distance of 100.00 feet to a 1/2 inch iron
rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent
curve to the left having a radius of 800.00 feet, a central angle of 56 degrees 31 minutes
24 seconds, a chord bearing of South 20 degrees 00 minutes 54 seconds West, and a
chord distance of 757.60 feet;
Southwesterly along said curve for an arc length of 789.21 feet to a 1/2 inch iron rod with
a cap stamped "Arthur Surveying Company" set for corner;
South 08 degrees 14 minutes 48 seconds East, a distance of 47.60 feet to a 1/2 inch iron
rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent
curve to the right having a radius of 500.00 feet, a central angle of 55 degrees 58 minutes
53 seconds, a chord bearing of South 19 degrees 44 minutes 38 seconds West, and a chord distance of 469.33 feet;

Southwesterly along said curve for an arc length of 488.53 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a reverse curve to the left having a radius of 600.00 feet, a central angle of 25 degrees 23 minutes 21 seconds, a chord bearing of South 35 degrees 02 minutes 24 seconds West, and a chord distance of 263.70 feet;

Southwesterly along said curve for an arc length of 265.87 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 22 degrees 20 minutes 44 seconds West, a distance of 350.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent curve to the right having a radius of 600.00 feet, a central angle of 15 degrees 00 minutes 00 seconds, a chord bearing of South 29 degrees 50 minutes 44 seconds West, and a chord distance of 156.63 feet;

Southwesterly along said curve for an arc length of 157.08 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

South 37 degrees 20 minutes 44 seconds West, a distance of 250.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a tangent curve to the left having a radius of 600.00 feet, a central angle of 10 degrees 00 minutes 00 seconds, a chord bearing of South 32 degrees 20 minutes 44 seconds West, and a chord distance of 104.59 feet;

Southwesterly along said curve for an arc length of 104.72 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a reverse curve to
the right having a radius of 600.00 feet, a central angle of 18 degrees 00 minutes 00
seconds, a chord bearing of South 36 degrees 20 minutes 44 seconds West, and a chord
distance of 187.72 feet;
Southwesterly along said curve for an arc length of 188.50 feet to a 1/2 inch iron rod with
a cap stamped "Arthur Surveying Company" set for corner;
South 45 degrees 20 minutes 27 seconds West, a distance of 400.00 feet to a 1/2 inch iron
rod with a cap stamped "Arthur Surveying Company" set in the southwest line of said
WED Limited Partnership Tract, from which a 1/2 inch iron rod found for the most
westerly corner of a called One Acre tract of land, bears South 44 degrees 39 minutes 33
seconds East, a distance of 1167.10 feet;
THENCE North 44 degrees 39 minutes 33 seconds West, along said southwest line, a distance of
250.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for
corner, same being the east corner of the remainder of a called 165.695 acre tract of land
described in deed to Max B. Chapman and wife Beverly Ann Chapman, as recorded in Volume
643, Page 838 of the Deed Records of Rockwall County, Texas.
THENCE North 44 degrees 39 minutes 16 seconds West, along the northeast line of said
Chapman Tract, and a called 95.6 acre tract of land described in deed to Glenn R. Rash, as
recorded in Volume 421, Page 353 of the Deed Records of Kaufman County, Texas, a distance
of 1647.27 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for
the most southerly corner of the aforementioned Tract No. 2;
THENCE North 44 degrees 39 minutes 20 seconds West, along the northeast line of said Rash
Tract, and a called 207.46 acre tract of land described in deed to Janice Sue Mann, as recorded in
Volume 2991, Page 290 of the Deed Records of Rockwall County, Texas, a distance of 2740.97 feet to a 1/2 inch iron rod found for corner;

THENCE South 45 degrees 20 minutes 40 seconds West, along the northwest line of said Mann Tract, a distance of 967.65 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner in Smith Road;

THENCE North 44 degrees 58 minutes 53 seconds West, along or near the centerline of said Smith Road, a distance of 1548.75 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set in or near the centerline of Klutts Road, same being the most southerly corner of a called 199.719 acre tract of land described in deed to Beverly Farrar, as recorded in Volume 1150, Page 112 of the Deed Records of Rockwall County, Texas;

THENCE North 45 degrees 07 minutes 33 seconds East, along the southeast line of said Farrar Tract, same being in or near the centerline of said road, a distance of 2129.15 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

THENCE North 44 degrees 57 minutes 36 seconds East, continuing along said southeast line, a distance of 2894.76 feet to a 1/2 inch iron rod found for the west corner of a called 25.337 acre tract of land described in deed to Jerry L. Klutts and Rita C. Klutts, as recorded in Volume 1119, Page 22 of the Deed Records of Rockwall County, Texas;

THENCE South 45 degrees 35 minutes 10 seconds East, along the southwest line of said Klutts Tract, a distance of 932.43 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

THENCE North 45 degrees 00 minutes 08 seconds East, along the southeast line of said Klutts Tracts, and a called 12,000 acre tract of land described in deed to Veterans Land Board of the State of Texas, as recorded in Volume 181, Page 567 of the Deed Records of Rockwall County.
Texas, a distance of 2400.54 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the most easterly corner of said Veterans Land Board of the State of Texas Tract;

THENCE over and across said Tract No. 1, the following courses and distances:

South 44 degrees 25 minutes 26 seconds East, a distance of 1103.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

North 31 degrees 56 minutes 53 seconds East, a distance of 400.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

North 34 degrees 36 minutes 26 seconds East, a distance of 400.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

North 37 degrees 36 minutes 23 seconds East, a distance of 400.00 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

North 37 degrees 04 minutes 25 seconds East, a distance of 284.94 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set in the west right of way line of said State Highway No. 205, from which a 1/2 inch iron rod found bears North 48 degrees 13 minutes 04 seconds West, a distance 109.00 feet;

THENCE South 48 degrees 15 minutes 04 seconds East, along said west right of way line, a distance of 1071.21 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for the beginning of a non-tangent curve to the right having a radius of 10555.41 feet, a central angle of 03 degrees 38 minutes 18 seconds, a chord bearing of South 46 degrees 09 minutes 03 seconds East, and a chord distance of 670.16 feet;

Dallas 12149166.7
THENCE Southeasterly along said curve for an arc length of 670.27 feet to a 1/2 inch iron rod with a cap stamped "Arthur Surveying Company" set for corner;

THENCE South 44 degrees 36 minutes 15 seconds East, continuing along said west right of way line, a distance of 44.68 feet to the POINT OF BEGINNING and containing 802.220 acres of land, more or less, and being subject to any and all easements that may affect.
Noble-Kidd Development

EXHIBIT B
Triple Creek Ranch
Planned Development Standards
For Approximately 1,583 Acres
City of McLendon-Chisholm, Texas

I. Purpose and Intent

This Planned Development District (PD District) provides for development standards for a 1,583-acre master planned community with a variety of amenities including a golf course, athletic fields, hiking trails, bicycle paths, natural lakes, greenbelts and open space that integrate the natural environment, topography and existing surrounding developments. It is the intent of these development standards to not only provide a high quality of living for future residents and property owners of this community, but to also protect and preserve the natural amenities of the site for future generations. It is the goal of these development standards to set a path by which this development can flourish and provide a positive addition to the community of McLendon-Chisholm. As this development is underway, it is the purpose of these standards to guide the community into a form that can be appreciated by all. This Planned Development consists of approximately 1,583 acres generally located north of FM 548 with portions that border FM 550 on the north. The main portion is bordered on the east by SH 205 and extends west to the intersection of Klutts Road and Smith Road (referred to herein as the “Property”).

II. Special Provisions

This Planned Development District includes the development standards as they are stated below and the attached Concept Plan. The attached exhibits are hereby made a part of the zoning PD standards. The property shall be developed in accordance with the standards set forth herein and the attached Concept Plan.

A. Changes and Amendments

The approved Concept Plan will be modified upon completion of the FEMA floodplain map revision. The size and dimensions of that part of the Property identified in the Concept Plan as the Commercial Tract, the location of streets and the lot arrangements in the existing Concept Plan will be modified within the Property but the general location of the different types of lots will remain the same. In the event that the size of the Commercial Tract is reduced, then lots that are at least 70-feet wide may be built in the area formerly occupied by the Commercial Tract so long as the total number of 70-foot wide lots to be built on the Property does not increase. This modification will be regarded as a minor amendment.

A minor amendment to this PD District (including minor amendments to an approved Concept Plan or Development Plan) shall be defined as a change which meets the following three requirements:

1. Does not increase density;
2. Does not change maximum structure height or setbacks; and,
3. Does not reduce lot size.
In cases of minor amendments to the PD District (including amendments to the approved Concept Plan or Development Plan), the City Administrator and Mayor shall be authorized to jointly approve such changes upon written application and explanation of the requested change by the owner of that portion of the property. No further public hearings or council action shall be required.

Except as provided herein, any other change to a PD District (including amendments to the approved Concept Plan or Development Plan) shall be considered a change in zoning and shall be processed through the normal rezoning procedure, requiring public hearings before the Planning and Zoning Commission and City Council.

If a portion of the property is to be developed as a phase, only the owners that are included within the phase (area of request) are required to provide authorization for a zoning change and/or amendment. Written notice of all public hearings on proposed changes shall be sent to all owners of real property within two hundred (200) feet of the phase of the property (area of request) on which the change of zoning classification is requested.

B. Applicable Development Standards

The City of McLendon-Chisholm zoning, subdivision and development standards will apply except as amended herein. Where these regulations and standards are silent, the City of McLendon-Chisholm Comprehensive Zoning Ordinance, and regulations applicable to the SF-4 zoning district, shall apply. The Property shall develop in accordance with these regulations and standards and the ordinances, regulations and requirements in effect on February 27, 2006.

C. Development Plan

No construction shall commence within the PD District unless and until a Development Plan has been approved by the City Council. As used herein, “construction” shall not include grading, site preparation, or infrastructure improvements. The Development Plan may provide for the development of the entire tract or may provide for development to occur in specified phases over a defined period of time. A Development Plan shall be consistent with the Concept Plan and the ordinances of the City. Inconsistencies, noncompliance or material variances between a Development Plan and these regulations and standards, the approved Concept Plan, or the ordinances of the City shall be grounds for denial of the Development Plan. A Development Plan, when approved, shall become a part of the amending zoning ordinance and shall be referenced on the official map. The Development Plan shall contain the elements and features required by the City’s Planned Development regulations. Notwithstanding, no construction within the PD District shall commence until a final plat for that phase of development has been approved by the City. As a part of any Development Plan, the developer shall submit the studies and plans required by the City’s Planned Development regulations, unless waived by the City Council. A Development Plan will be approved if: (a) the elements are in conformance with the PD Concept Plan; (b) the elements are in compliance with these regulations and standards; and, (c) the PD Development Plan is in compliance with the applicable subdivision regulations and zoning ordinances of the City.

D. Sunset Provision

In the event that no on- or off-site utility installation is commenced within three (3) years following the effective date of the ordinance adopting these regulations, then the City Council may consider and act on amending the provisions of these planned development regulations as
may be deemed appropriate. Extensions of this three-year period shall be granted by the City Council for delays beyond the control of the developer.

III. Development Standards

There is intended to be an area within the Property reserved for commercial use for future development, as identified in the Concept Plan. These regulations are not intended to apply to that commercial tract; separate regulations applicable to the commercial tract will be developed at a later time.

A. Use Regulations

The use of the Property and all premises, buildings and structures, shall be limited to single family residential uses (restricted to one dwelling per lot) and the following additional and/or accessory uses:

1. Community and/or recreational center with or without tennis courts, swimming pools or other recreational facilities;
2. Golf course and related structures for operation and maintenance, and related uses such as driving ranges but not including similar forms of commercial amusement such as miniature golf;
3. Public and/or private parks, playgrounds, athletic fields, community buildings, and other similar recreational facilities;
4. Community equestrian facilities and related structures;
5. Public buildings, including police and fire stations, libraries, municipal centers, and similar public uses and facilities;
6. Temporary buildings for uses incidental to construction work on the premises, which temporary buildings shall be removed upon the completion or abandonment of construction work. The City’s Building Official shall determine the appropriate time period for use on the site;
7. Accessory buildings and uses customarily incident to the above uses and located on the same lot, not involving the conduct of a business except lawful home occupations as defined in the City’s comprehensive zoning ordinance, including a private garage and home office; and
8. Swimming pool (private) constructed for the use of the residents and located in the required rear or side yard; pool decks may be situated within setbacks.
9. Home occupation;
10. Tennis court (private); and
11. Day care, day camp, or child care center, by special use permit only; and
12. Hike and bicycle trails and paths, lakes and open space areas as depicted on the Concept Plan.

B. Dimensions and Area Regulations

1. Nonresidential areas shall be restricted to that portion of the Property set aside for nonresidential uses. Property and lot configuration shall be developed in a manner consistent with the Concept Plan and site plans approved by the City. Prior to the issuance of building permit for any nonresidential structure, a site plan together with an elevation/façade plan and a landscaping plan shall first be submitted to and approved by the City Council. No structure or part thereof intended for human use or occupancy shall exceed thirty-six (36) feet in height, save and except existing structures.

a. **Mechanical equipment** shall be screened from all public view. Screening must match building color and material. Ground-mounted mechanical units may be screened with an evergreen landscape screen.

b. **Trash and recycling collection areas** shall be located to minimize visibility. Trash receptacles, recycling receptacles, and trash compactors shall be screened with a masonry wall, as needed for screening, of a consistent color and material as the primary building. The opening shall incorporate a metal gate to visually screen the dumpster or compactor. Concrete-filled steel bollards are required at the rear of the enclosure and in front of the enclosure to protect the gate hinges. Enclosures located in public areas must be screened with landscaping. All metal gates must not be allowed to swing into the fire lane.

c. **Masonry Exterior**: All nonresidential units and structures, except equestrian buildings and existing structures, shall be of exterior construction having at least 80 percent of the total exterior walls above grade level, excluding doors and windows, constructed of masonry or glass wall construction and in accordance with the City’s building code and fire prevention code. The use of Exterior Insulated Finishing System (EIFS) shall not be permitted. Chimneys for fireplaces capable of burning wood, including prefab fireplaces, that are located on an exterior wall, shall maintain an exterior veneer consistent with the adjacent walls on either side of the chimney and those located on an interior wall shall be masonry of compatible color. Exposed or metallic chimneys or factory-built chimneys (non-masonry) are prohibited. All chimneys shall be constructed in accordance with the City’s building and fire codes. Facia and soffit shall be constructed with maintenance-free type materials, with hardboard and pressboard excluded.

As used herein, “masonry” shall consist of brick, stone, or stucco. “Stucco” shall consist only of Portland Cement Plaster consisting of a scratch coat, a brown coat and a finish coat. The minimum combined thickness shall be 3/4 of an inch. The finish coat can consist of one of the following: a cement based textured and colored finish, an acrylic based textured or colored finish, or an elastomeric colored finish coat. Stucco applied over frame construction shall have metal lath and accessories installed in accordance with ASTM C-1063. Portland Cement Plaster shall be applied in accordance with ASTM C-926. All other ASTM Standards applicable to Portland Cement Plaster installations shall apply to this definition.
The City Council may, upon application in specific cases, allow exceptions to the requirements set forth herein when, in the judgment of the Council, the intent of these regulations are satisfied and the alternative exterior materials or composition is consistent with the architectural theme of the development and will not impair the health, safety or welfare of the community or City.

d.  Screening between residential areas and all lots or areas designated for nonresidential uses is not mandatory, but if installed shall be with a minimum 4-foot tall to a maximum 6-foot tall ornamental wrought iron or aluminum, painted black, (or comparable materials approved by the City Council) fence.

2.  Where lots are adjacent to thoroughfare street frontages, residential areas shall be screened with a minimum 4-foot tall to a maximum 6-foot tall ornamental wrought iron or aluminum, painted black, (or comparable materials approved by the City Council) fence with or without masonry columns, or a three-foot tall berm with a maximum slope ratio of 4:1, or a combination of the two. A minimum 4-foot tall to a maximum 6-foot tall masonry wall or living screen may be substituted for any or all of the allowable fence. Additionally, these areas shall have a combination of canopy trees, ornamental trees, shrubs and/or groundcover. To facilitate flexibility in design and promote aesthetic appearances, the City Council may grant exceptions to the foregoing screening requirements.

All above-ground utility structures, including wastewater lift stations, well heads, and other appurtenances, shall be screened from view by a minimum 6-foot tall to a maximum 8-foot tall, masonry wall and/or a living screen.

2.  Residential Areas and Structures:

a.  For residential dwellings, the following tables shall be applied to all residential development:

<table>
<thead>
<tr>
<th>Min. Lot Size</th>
<th>Max No. of Lots</th>
<th>Min. House Size</th>
<th>No.</th>
<th>Max. %</th>
</tr>
</thead>
<tbody>
<tr>
<td>60' x 125'</td>
<td>485</td>
<td>1,900 - 1,999</td>
<td>48</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,000 - 2,199</td>
<td>145</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,200 - 2,299</td>
<td>146</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Over 2,300</td>
<td>146</td>
<td>30%</td>
</tr>
<tr>
<td>70' x 125'</td>
<td>934</td>
<td>2,200 - 2,399</td>
<td>327</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,400 - 2,499</td>
<td>280</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,500</td>
<td>327</td>
<td>35%</td>
</tr>
<tr>
<td>½ acre</td>
<td>123</td>
<td>2,500</td>
<td>123</td>
<td>100%</td>
</tr>
<tr>
<td>1 acre</td>
<td>236</td>
<td>2,800</td>
<td>236</td>
<td>100%</td>
</tr>
<tr>
<td>1½ - 2 acre</td>
<td>89</td>
<td>3,000</td>
<td>89</td>
<td>100%</td>
</tr>
</tbody>
</table>

1 Expressed in square feet.
### BUILDING SETBACKS

<table>
<thead>
<tr>
<th>Min. Lot Size</th>
<th>Front Yard Setback</th>
<th>Rear Yard Setbacks</th>
<th>Side Yard Setbacks</th>
</tr>
</thead>
<tbody>
<tr>
<td>60' x 125'</td>
<td>20 - 30 feet*</td>
<td>10 feet</td>
<td>5 feet</td>
</tr>
<tr>
<td>70' x 125'</td>
<td>20 - 30 feet*</td>
<td>10 feet</td>
<td>7 feet</td>
</tr>
<tr>
<td>½ acre</td>
<td>30 feet</td>
<td>20 feet</td>
<td>15 feet</td>
</tr>
<tr>
<td>1 acre</td>
<td>50 feet</td>
<td>25 feet</td>
<td>25 feet</td>
</tr>
<tr>
<td>1½ - 2 acre</td>
<td>50 feet</td>
<td>25 feet</td>
<td>25 feet</td>
</tr>
</tbody>
</table>

* Front yard setbacks shall be offset or articulated such that the fronts of homes in rows are not constructed along a line.

b. Residential units shall not exceed two and one half (2½) stories or forty (40) feet in height, exclusive of chimneys, turbines, and vent stacks. The height shall be measured from the finished floor elevation to the highest point of each lot’s structure, exclusive of chimneys, turbines, and vent stacks.

c. All residential units on lots of less than ½ acre in size shall have minimum two (2) enclosed parking spaces; all other lots shall have a minimum of three (3) enclosed parking spaces. Each garage parking space shall measure a minimum of ten (10) feet by twenty (20) feet, exclusive of encroachments for a water heater or other appurtenances.

d. **Masonry Exterior:** All residential dwelling units and structures shall be of exterior construction having at least 80 percent of the total exterior walls above grade level, excluding doors and windows, constructed of masonry or glass wall construction and in accordance with the City’s building code and fire prevention code. The use of Exterior Insulated Finishing System (EIFS) shall not be permitted. Chimneys for fireplaces capable of burning wood, including prefib fireplaces, shall be masonry regardless of whether it is an interior or exterior chimney. Any other chimney not built for wood burning (i.e. gas with artificial logs) shall be masonry regardless of whether it is an exterior or interior chimney.

All chimneys shall be constructed in accordance with the City’s building and fire codes.

As used herein, “masonry” shall consist of brick, stone, or stucco. “Stucco” shall consist only of Portland Cement Plaster consisting of a scratch coat, a brown coat and a finish coat. The minimum combined thickness shall be ⅛ of an inch. The finish coat can consist of one of the following: a cement based textured and colored finish, an acrylic based textured or colored finish, or an elastomeric colored finish coat. Stucco applied over frame construction shall have metal lath and accessories installed in accordance with ASTM C-1063. Portland Cement Plaster shall be applied in accordance with ASTM C-926. All other ASTM Standards applicable to Portland Cement Plaster installations shall apply to this definition.

The City Council may, upon application in specific cases, allow exceptions to the requirements set forth herein when, in the judgment of the Council, the intent of these regulations are satisfied and the alternative exterior materials or
composition is consistent with the architectural theme of the development and will not impair the health, safety or welfare of the community or City.

Wood fences of not less than four (4) feet nor more than eight (8) feet in height shall be allowed for privacy fencing on lots that do not back up to nonresidential areas or thoroughfares. Wood fences shall be cedar plank on metal poles.

C. Landscape Perimeter Requirements

A landscaped area consisting of living trees, turf, or other living ground cover and being at least twenty-five (25) feet in width measured from the property line interior to the property shall be provided adjacent to and outside of the rights-of-way for all areas adjacent to SH 205. This requirement may be accomplished by placing a landscaped area, fence and easement on the rear of lots on SH 205 as necessary. One large tree, three (3) inch caliper minimum, shall be planted on thirty (30) foot centers within the required landscaped area. This formula shall determine the number of trees to be planted in this area but the exact locations, whether in clusters or off-set, shall be determined by the developer. A minimum of fifteen (15) shrubs with a minimum size of three (3) gallons each will be planted randomly in the landscaped area for each thirty (30) feet of linear frontage. Screening consisting of non-wood decorative fencing and/or a living screen shall be provided along and between residential areas and FM 548, FM 550, and Kluttis Road. Parking abutting the landscape area will be screened from the adjacent roadways. The required screening may be with shrubs or a berm or a combination of the two. All measurements of tree diameters shall be at twenty-four (24) inches above the root ball. Landscape buffers and entry features with landscaping shall be installed as each area is developed.

IV. Homeowner’s Association

A. A permanent and mandatory homeowner’s or property owner’s association will be established by recorded Covenants, Conditions and Restrictions (CC&R) and all residential lots shall be subject to said CC&R. The CC&R shall be submitted no later than contemporaneously with the Development Plan. The homeowner’s association shall have the authority to levy assessments against any and all residential lots, which assessments may constitute enforceable and forecloseable liens against the residential lots.

B. The common areas, parks, playgrounds, lakes, hiking and bicycle trails and paths, entries, and street medians of the residential community will be owned in fee simple by the homeowner’s association of the community and perpetual maintenance will be required by the Covenants, Conditions and Restrictions (CC&R). Perpetual maintenance of roadways, drainage facilities and utilities shall be the responsibility of the homeowner’s association of the community or other entity with assessment authority such as a Private Facilities Corporation. Prior to approval by the City Council, the CC&R shall be reviewed and approved by the City Attorney. At the discretion of the developer, the athletic fields, golf course and/or equestrian center may be owned privately.

V. Paving, Drainage and Utilities

All paving, drainage and utilities shall be constructed in accordance and compliance with the regulations and specifications adopted by the City, unless expressly provided otherwise hereinafter.
A. Streets fronting 60' and 70' wide lots shall be in a right-of-way of not less than fifty (50) feet in width, inclusive of two (2) minimum ten (10) foot wide utility easements (one on each side of the street right-of-way). The paved portion of each street shall be not less than twenty-seven (27) feet wide. No water utilities shall be located in the paved portion of a street except at street crossings. The streets shall have straight cross slopes with curb and gutter and constructed of concrete. Concrete sidewalks of at least four (4) feet in width shall be provided in all residential areas and shall be constructed by the home builder during home construction on each lot. All parking lots and driving surfaces shall be constructed of concrete.

B. Streets fronting lots of at least ½ acre in size shall be concrete. It shall be the developer’s option as to whether to provide curb and gutter. When curb and gutter is not provided, the paved portion of the street shall be at least 24 feet in width and shall have 3-foot shoulders. The right-of-way shall be inclusive of two utility easements, one on each side of the right-of-way, of at least 10 feet in width. Streets shall have straight cross slopes. Concrete sidewalks shall be provided on lots of ½ acre in size. The sidewalks shall be constructed by the home builder during home construction on each lot. It shall be the developer’s option whether to provide sidewalks in areas where lots are one acre or larger. No water utilities shall be provided in the paved portion of the street except for street crossings.

C. Major streets within the interior of the District shall be of a size, width and design as approved by the City Engineer. However, whether to provide curb and gutter and/or medians shall be at the discretion of the developer. No water utilities shall be provided in the paved portion of the street except for street crossings.

D. Storm drainage pipes and culverts shall be designed and constructed of RCP pipe. The use of HDPE pipe may be approved by the City Council on a case-by-case basis. Grate inlets or curb inlets or flumes shall be used to collect storm drainage. Storm drainage shall be directed to and conveyed by storm sewers to natural drainage ways, or collected in appropriate detention ponds, such that there shall be no material change in flows, rates or locations of offsite storm water runoff. Drainage plans shall be submitted to and approved by the City Engineer prior to construction and installation and, following construction and installation of drainage facilities, all drainage facilities and improvements shall be inspected and approved by the City Engineer. Prior to approval of drainage plans, the developer shall submit a Storm Water Pollution Prevention Plan (SWPPP) to address erosion and silt control during construction. Horizontal curves shall be permitted with the installation of storm water conduit systems. All ditches and channels shall be of earthen construction and stabilized with vegetative erosion control. Headwalls at pipe outlets shall be concrete or rip-rap.

E. All internal electric, cable and fiber optic utility lines installed within the residential portion of the development shall be located below ground. All existing electric utilities external of the PD District area shall remain as they exist as of the date of adoption of this ordinance.

VI. Tree Preservation

All development on the Property shall be in compliance with the City’s Tree Preservation Ordinance and regulations. However, no tree survey shall be required of the developer. All trees planted by home builders on residential lots at the direction of the Architectural Review Committee may be considered replacement trees as required by the Tree Preservation Ordinance.
All trees planted along SH 205, along the major streets, and at the entries to the Property shall be considered replacement trees as required by the Tree Preservation Ordinance. All trees located in the flood plain shall be exempt from the City’s Tree Preservation Ordinance.
CONCEPT PLAN
FOR
TRIPLE CREEK RANCH