

AGENDA

PLANNING AND ZONING COMMISSION

Special Meeting: January 21, 2026 at 6:30 PM

Pilot Point City Hall - Council Chambers

A. Roll Call/Call to Order

B. Invocation

C. Pledge to Flags

1. United States of America

2. Texas Flag

*Honor the Texas Flag, I pledge allegiance to thee,
Texas, one state under God, one and indivisible*

D. Public Forum

(Citizens are allowed 3 minutes to speak. If the issue is on the agenda, the Commission may choose to discuss and consider the item. If the issue is not on the agenda, the Commission is not permitted by state law to respond to or discuss the item other than to make statement of specific facts in response to a citizen's inquiry or to recite existing policy in response to the inquiry. The Commission may request the issue to be placed on a future agenda for action in accordance with state law. This forum is not the appropriate place to address complaints against Public Officials and/or Staff. Complaints of this nature should be made in writing and filed with the City Manager.)

E. Consent Agenda

1. Minutes: Act on December 4, 2025 Regular Planning & Zoning Commission Meeting

F. Commission Training

1. The City Attorney will provide training electronically at the meeting.
 - a. Preliminary and Final Plat Processing
 - b. Motions and Voting

G. Regular Agenda

1. Discuss and make a recommendation to City Council for a Zone Change request for an approximately 112.53-acre parcel from unincorporated to Planned Development (PD) generally located at the northeast corner of Alexander Road and West Holford Road.
2. Discuss and make a recommendation to City Council for a Preliminary Plat request to create up to 392 residential and open space lots on 112.53 acres generally located at the northeast corner of Alexander Road and West Holford Road in the City of Pilot Point.
3. Discuss and make a recommendation to City Council for a Zone Change request for

approximately 364.64 acres from unincorporated to Planned Development (PD) generally located north of Mustang Road, west of Pecan Valley Drive, east of FM 2931 and south of Joe Allen Road.

4. Discuss and consider a Preliminary Plat request to subdivide 353.7 acres+/- to create up to 1,331 single-family residential lots with associated open space in 5 phases.

H. Director's Update

1. Community Services Development Projects Update - December 2025

I. Adjourn

The Planning and Zoning Commission reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including 551.071 (private consultation with the attorney for the City); 551.072 (discussing purchase, exchange, lease or value of real property); 551.074 (discussing personnel or to hear complaints against personnel); 3 and 551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

In compliance with the Americans with Disabilities Act, the City of Pilot Point will provide reasonable accommodations for disabled persons attending this meeting. Requests should be received at least 24 hours prior to the scheduled meeting by contacting the City Secretary's office at 940-686-2165.

I, the undersigned authority, do hereby certify this notice was posted on the official bulletin board for the City of Pilot Point, Texas by 12:00 p.m. on January 15, 2026 and shall remain posted for at least three business days preceding the scheduled time of said meeting.

Lenette Cox, City Secretary

City of Pilot Point, Texas

Minutes of December 4, 2025

Planning and Zoning Commission Meeting

A. Roll Call/Call to Order

Chair Lanier called the meeting to order at 06:31 PM and conducted roll call.

Attendee	Title	Status
Mark Lanier	Chair	Present
Katie Scott	Commissioner	Present
John Haughton	Commissioner	Present
John Lazar	Commissioner	Present
Maureen Haverty	Commissioner	Present
Tammy Francois	Commissioner	Absent
William Harrison	Commissioner	Absent

B. Invocation

Commissioner Haughton led the invocation.

C. Pledge to Flags

D. Public Forum

Chair Lanier opened the public forum at 6:34pm.

Kevin Iwerson spoke against Hat Creek development due to claiming that the first ruling in 2022 was wrong.

E. Consent Agenda

1. **Minutes: Act of November 6, 2025—Regular Meeting, Planning & Zoning Commission minutes.**

Commissioner Haughton made a motion to Approve with a typo correction on Item 2F.

Commissioner Haverty seconded the motion. Motion carried 5 – 0

AYES: Katie Scott, John Haughton, Mark Lanier, John Lazar, Maureen Haverty

F. Regular Agenda

1. **Final Plat -- Creekview Meadows Phase 2B**

Discuss and act on a request for a Final Plat map to subdivide 25.03+/- acres that will be developed as 145 single-family residential lots in accordance with specific development standards and allowed uses. The subject property is generally located northeasterly of the intersection of FM 428 and FM 1385.

- a. Staff overview and recommendation with suggested motion language.
- b. Applicant presentation.
- c. Discuss and act on the requested Final Plat.

Community Services Director Gentry stated this request is to approve a Final Plat for a development phase, Phase 2B, in the Creekview Meadows project on approximately 39.876 acres with 145 residential and 8 common area lots. The Master Preliminary Plat was approved by the City Council at its March 24, 2022, meeting.

Commissioner Haughton asked about the differences between the preliminary Plat the final plat. Mr. Gentry stated there is no difference in terms of number of lots and overall plat layout. Final plat is also consistent with the Creekview Meadows Development Agreement terms.

Community Services Director Gentry and City Attorney McDonald confirmed there is a will serve letter for water and sewer service. Director Gentry also stated that all infrastructure improvements have been completed for this phase by the developer.

Commissioner Chair Lanier made a motion to Approve. Commissioner Haverty seconded the motion. Motion Failed 0 – 5 AYES: None

The final plat is approved by operation of state law.

2. **Preliminary Plat--GRBK Edgewood, LLC**

Discuss and consider a Preliminary Plat request to subdivide 567.498 +/- acres to create up to 2,122 single-family residential lots with a 27+/- acre community park, nature preserve and trail system . The subject property is vacant land generally located east of US Highway 377 at Emberson Chapel Road in the City of Pilot Point.

- a. Staff overview and recommendation with suggested motion language.
- b. Applicant presentation.
- c. Discuss and make a recommendation to City Council on the requested Preliminary Plat.

Community Services Director Gentry stated this project is also known as Lakeside Grove. The owner is seeking approval of a Preliminary Plat to create up to 2,122 lots as single family residential lots with reserved locations for a school site, mixed-use development, amenity centers, pocket parks, trails and community park/nature reserve.

The developer is requesting 4 major waivers to the City's Subdivision standards. These Major Waivers include the following:

- a. Waiver for Block Length dimension - Lakeside Grove
- b. Waiver for Enhanced Divided Collector Pavement Cross - Section-Project

- c. Waiver for Intersection Spacing
- d. Waiver for Relocation of Water Service from Center of Lot to a 1-foot offset Intersection Spacing

Commissioner Scott made a motion to Approve. Commissioner Lazar seconded the motion. Motion carried 5 – 0

AYES: Katie Scott, John Haughton, Mark Lanier, John Lazar, Maureen Haverty

3. **Zone Change Request - Henzler Village**

Discuss and consider a Zone Change request from unincorporated lands to PD, Planned Development for single-family residential development of approximately 112.53 acres. Site development plans are to develop 368 single family residential dwellings and common open space lots with related development standards. The applicant is Carlos Leal, PE, Kimley Horn & Associates on behalf of Lake Henzler Village, LP, owner-developer. The subject property is generally located on northeasterly side of Alexandra Road, north of West Holford Street and abutting the Texas and Pacific Railroad.

- a. Staff overview and recommendation with suggested motion language.
- b. Applicant presentation.
- c. Open the public hearing and take public testimony.
- d. Close the public hearing.
- e. Discuss and make a recommendation to City Council on the requested Zone Change.

Community Services Director Gentry stated the proposed zone change is consistent with the City's adopted Future Land Use Plan which identifies this location as Lakeside Village with a density range of 1-3 lots per acre. Development of this property will be based on approved Development Agreement Standards, which would be 3 lots per acre. A Development Agreement with development standards as approved by the City Council will regulate eventual site development.

Commissioner Commissioner Haughton made a motion to Table. Commissioner Scott seconded the motion. Motion carried 5 – 0

AYES: Katie Scott, John Haughton, Mark Lanier, John Lazar, Maureen Haverty

4. **Zone Change Request - Maverick Farms**

Discuss and consider a Zone Change request from unincorporated lands to PD, Planned Development for single-family residential development of approximately 364.65 acres. Site development plans are to develop 1,372 single family residential dwellings and 24 common open space lots with related development standards. The applicant is Rob Daake on behalf of OMA Pilot Point, LLC, owner-developer. The subject property is generally located north of Mustang Road, West of Pecan Valley Drive, east of FM 2931 and south of Joe Allen Road.

- a. Staff overview and recommendation with suggested motion language.
- b. Applicant presentation.
- c. Open the public hearing and take public testimony.
- d. Close the public hearing.
- e. Discuss and make a recommendation to City Council on the requested Zone Change.

Commissioner Commissioner Haughton made a motion to Table to next meeting to give the commissioners time to review the Development Agreement. Commissioner Scott seconded the motion. Motion carried 5 – 0

AYES: Katie Scott, John Haughton, Mark Lanier, John Lazar, Maureen Haverty

G. Adjourn

Commissioner Lazar made a motion to adjourn the meeting at 09:01 PM. Commissioner Haverty seconded the motion. Motion carried 5 – 0

AYES: Katie Scott, John Haughton, Mark Lanier, John Lazar, Maureen Haverty

Mark Lanier, Chair

ATTEST:

Chantelle Nightingale
Development Services Administrative Assistant



Planning and Zoning Commission Staff Report

Meeting Date: January 21, 2026

Submitted By: Darrell Gentry, Community Services Director

Item Type: Action Item

Agenda Section: Regular Agenda

Subject: Discuss and make a recommendation to City Council for a Zone Change request of approximately 112.53-acre parcel from unincorporated to Planned Development (PD) generally located at the northeast corner of Alexander Road and West Holford Road.

Background Information: ZONE CHANGE REQUEST -- HENZLER VILLAGE, DRAGON HOLDINGS
This request is to conduct a public hearing and consider a request for a zone change of approximately 112.53+/- acres from unincorporated lands to Planned Development (PD) zoning for site development. The property owner is requesting voluntary annexation into the City of Pilot Point, which will be separately considered by the City Council.

This Zone Change request was tabled by the Planning and Zoning Commission to request a copy of the approved Development Agreement to also be reviewed as a part of this request. A copy is attached as an information item.

Surrounding Land Uses and Zoning:

The subject location is in the City's ETJ and is not zoned by the City.

North - Lake Ray Roberts.

South - Manufactured and single-family residential housing along West Holford.

East - Texas and Pacific Railroad.

West - Vacant lands and scattered single family residential along North Alexander Road.

Commission Consideration:

- a. Staff overview and recommendation with suggested motion.
- b. Applicant presentation.
- c. Open the public hearing.
- d. Hear public testimony.
- e. Close the public hearing.
- f. Discuss and make a recommendation to City Council.

Financial Information:**Suggested Action:**

Staff recommends that the Commission approve the suggested motion. The suggested motion is:

Move to recommend to the City Council to approve the requested zone change with a determination that the requested zone change is consistent with the 2025 adopted Comprehensive Future Land Use Plan.

Attachments:

1. Lake Henzler Village Zone Change Staff Comments
2. Lake Henzler Village DA



PLANNING and ZONING COMMISSION

JANUARY 15, 2025

1. Item #G-1: Zone Change Request—Henzler Village

Hold a public hearing to discuss and consider a request for a zone change for approximately 112.53 +/- acres that will be developed as 368 single-family residential lots and 8 common space lots in accordance with specific development standards and allowed uses. The subject property is generally located north of West Holford Street and east of Alexander Road.

Commission Consideration:

1. Staff overview and recommendation.
2. Applicant presentation.
3. Open the public hearing
4. Hear public testimony.
5. Close the public hearing.
6. Discuss and make a recommendation on the requested zone change.

2. Request:

This request is to conduct a public hearing and consider a request for a zone change of approximately 112.53 +/- acres from unincorporated lands to Planned Development (PD) zoning for site development. The property owner is requesting voluntary annexation into the City of Pilot Point, which will be separately considered by the City Council.

3. Background:

This Zone Change request was tabled by the Planning and Zoning Commission to request a copy of the approved Development Agreement to also be reviewed as a part of this request. A copy is attached as an information item.

4. Comprehensive Master Plan Evaluation:

Future Land Use Plan: The FLUP states that this location is a part of the Lakeside Village. The proposed zone change is consistent with the City's adopted Future Land Use Plan which identifies this location as a Lakeside Village designation.

FLUP suggested density range of 1-3 lots per acre. Development of this property will be based on approved Development Agreement Standards which is allowed by the Comprehensive Plan and may exceed 3 lots per acre. A Development Agreement with development standards as approved by the City Council will regulate site development.

5. Surrounding Land Uses and Zoning:

The subject location is in the City's ETJ and is not zoned by the City.

North—Lake Ray Roberts.

South---Manufactured and single-family residential housing along West Holford.

East---Texas and Pacific Railroad.

West---vacant lands and scattered single family residential along North Alexander Road.

6. Comprehensive Plan Elements:

Future Land Use Plan:

The adopted Future Land Use Plan designates this location as Lakeside Village with a residential density range of 1- 3 lots per acre. The adopted Future Land Use Plan is not a zoning district or a regulation mechanism like the Subdivision Ordinance. All elements of the Comprehensive Plan must be evaluated to determine consistency with the adopted Future Land Use Plan. Those elements include: the Parks and Trail Master Plan, the Economic + Fiscal Vitality, the Design + Mobility (connectivity) System, the Strategic Growth initiatives and the Downtown Master Plan.

Parks and Trail Master Plan:

Guiding Principles:

- Enhance recreational opportunities and green spaces
- Expand connectivity and access through trails and pedestrian infrastructure
- Preserve natural landscapes while guiding new growth
- Strengthen economic vitality and social connections

The proposed concept plan intends this property to be zoned for use as a master planned single-family residential development, thus, the PD Zoning designation expands connectivity and trail access to other Planned Development and existing residential neighborhoods. The proposed concept plan provides an amenity center, a trail system with public access and the reservation of an existing lake as part of an unimproved nature area consistent with the approved Development Agreement.

Economic + Fiscal Vitality

Principles:

- Foster a diverse, resilient growth and healthy, local economy.
- Promotes a balanced land use approach inclusive of mixed uses and mixed housing.
- Supports local shopping, dining and employment opportunities while generating new, additional revenues for public safety services/facilities and infrastructure improvements.
- Provides housing diversity in a mix of housing types near Downtown location.

The proposed zone change, approved Development Agreement standards and proposed concept plan will provide a balance of mixed housing types near the Downtown Pilot Point Square and businesses located there. Additionally, the City will realize fees from building permits, property taxes and increase in sales taxes for goods and services purchased within the city.

Design + Mobility (connectivity) System:

Principles:

- Strategic + Proactive by being well-informed, prioritizing growth and a high-quality of life.
- Open + Green by prioritizing greenspace preservation and publicly accessible trails.
- Connected + Integrated by connected neighborhoods and the City as a whole.

The proposed zone change and proposed development will provide preserved open space and a natural environment with publicly accessible trails, a variety of housing products and types while providing connects to other neighborhoods.

Strategic Growth:

Principles:

- Ensure a balanced housing mix that serves all income levels.
- Manage growth and infrastructure demands for water, wastewater, roads and public safety needs.
- Prevent urban sprawl while accommodating population growth.

The proposed zone change and proposed development is a logical extension of existing housing development in an existing neighborhood.

The extension of utility services is a logical connection to existing or planned service systems and existing or planned roadways. Added property tax revenues from proposed site development will provide additional monies for public safety services and future facilities needed.

Downtown Master Plan:

The objectives and principles for this Master Plan are not directly related to this zone change or site development, but indirectly, residents from proposed residential development will contribute to and support the local businesses within the Downtown Core and Subareas. Additionally, site development will provide roadway and sidewalk connections that will to existing sidewalk, trail and roadway improvements that support the Downtown Core and Subareas.

7. Staff Recommendation:

Staff recommends that the Commission make a recommendation to the City Council to approve the requested zone change to PD, (Planned Development) with base zoning of SF-2, (Single-Family Residential) subject to completion of voluntary annexation.

The recommended motion is: “Move to recommend to the City Council to approve the requested zone change with a determination that the requested zone change is consistent with the 2025 adopted Comprehensive Future Land Use Plan.”

- Darrell Gentry, Community Services Director

Attachments:

- a) Development Agreement for Henzler Village

**LAKE HENZLER VILLAGE
DEVELOPMENT AGREEMENT**

BETWEEN

LAKE HENZLER VILLAGE, LP

AND

THE CITY OF PILOT POINT, TEXAS

[_____, 2025]

LAKE HENZLER VILLAGE DEVELOPMENT AGREEMENT

This Lake Henzler Village Development Agreement (this “Agreement”) is executed among **Lake Henzler Village, LP** (the “Developer”) and the **City of Pilot Point, Texas** (the “City”) to be effective on the Effective Date (as defined below).

RECITALS

WHEREAS, certain terms used in these recitals are defined in Article I; and

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

WHEREAS, the City is a home-rule municipality of the state of Texas located within Denton County (the “County”); and

WHEREAS, the Developer has approximately 112 acres of real property under contract more particularly described by metes and bounds and depicted on Exhibit A attached hereto (the “Property”), which Property is located partially within the corporate limits of the City and partially within the extraterritorial jurisdiction (“ETJ”) of the City; and

WHEREAS, the Developer and the City desire to have the ETJ Property (defined below) annexed into the City’s corporate boundaries and provide the City with greater regulatory powers and controls over development of the ETJ Property annexed into the City as set forth in this Agreement; and

WHEREAS, the Parties intend for this Agreement to take effect on the date this Agreement is executed by all Parties and upon certified proof provided to the City that the Developer has become the owner of the Property (the “Effective Date”); and

WHEREAS, the Developer plans to develop the Property as a residential development consisting of residential uses upon the execution of this Agreement and subsequent issuance of PID Bonds for the payment of certain costs for the construction and acquisition of certain public improvements and certain other associated costs to benefit the Property, and for the repayment to Developer for certain costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement and as determined by future PID related agreements; and

WHEREAS, in consideration of the Developer’s agreements contained herein and to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to consider creation of a PID in accordance with Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), and to consider creation of a TIRZ in accordance with Chapter 311 of the Texas Tax Code, as amended (the “TIRZ Act”), for the Property proposed to be developed; and

WHEREAS, water, sewer, drainage, roadway, and other public infrastructure is not currently available to serve the Parties’ intended development of the Property; and

WHEREAS, the Developer desires and intends to design, construct and install public improvements to serve the development of the Property. Public improvements that are constructed that are eligible for PID reimbursement are considered ("Authorized Improvements"), which Authorized Improvements are generally identified in Exhibit B and are intended by the Developer to be the same as those described in the Service and Assessment Plan; and

WHEREAS, the Developer intends for the design, construction and installation of the Authorized Improvements to occur in phases and to dedicate such Authorized Improvements to the City for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and contingent upon the partial or total financing of such Authorized Improvements; and

WHEREAS, the Developer estimates that the cost of the Authorized Improvements will be [\$ _____] and is the proposed maximum amount that Developer will seek to finance and will seek for reimbursement; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City shall consider creation of a PID to provide alternative financing arrangements that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act: (i) fund a specified portion of the costs of the Authorized Improvements using the PID Bond Proceeds; and (ii) obtain reimbursement for a specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the PID Act, will: (i) consider and act upon the creation of a PID encompassing the Property, in accordance with the PID Act; (ii) consider adoption of a Service and Assessment Plan; (iii) consider adoption of an Assessment Ordinance (to pay for a specified portion of the Budgeted Cost of the Authorized Improvements which are estimated to encompass the costs described in Exhibit B and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iv) consider issuance of PID Bonds up to [\$ _____] in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as authorized by the PID Act; and

WHEREAS, prior to the sale of the first PID Bond issue: (i) the City Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan, and an Assessment Ordinance (collectively, the "PID Documents"); (ii) the City shall have reviewed and approved the Home Buyer Disclosure Program in substantially the same form as attached as Exhibit E hereto; (iii) owners of the Property constituting all of the acreage in the PID shall have executed a Landowner Agreement in substantially the same form as attached as Exhibit F hereto; and (iv) the Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

WHEREAS, prior to the authorization of the first PID Bond issue, the Parties intend that the City Council consider approval of a TIRZ Ordinance and to create a TIRZ to be coterminous with the boundaries of the PID; and

WHEREAS, the Developer proposes that the Authorized Improvements and certain other improvements also qualify as projects under the TIRZ Act; and

WHEREAS, prior to the sale of the first PID Bond issue, and in consideration of the Developer's agreements contained herein, the Parties shall have agreed to the final form of the following documents: (i) the TIRZ project and finance plan; (ii) an ordinance creating the TIRZ; and (iii) an ordinance approving the final TIRZ Project and Finance Plan required by the TIRZ Act; and

WHEREAS, the City shall participate in the TIRZ at a rate of 50% of the property taxes levied and collected on the Property; and

WHEREAS, all of the City's Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property within the PID in accordance with the PID Act and the SAP, and the City will not be responsible for payment of such costs; and

WHEREAS, all of the City's Administrative Expenses associated with the TIRZ will be paid in accordance with the TIRZ Act and the TIRZ Project and Finance Plan, and the City will not be responsible for payment of such costs; and

WHEREAS, the Parties intend that the Property be developed as a residential development, consisting of residential uses including open space, and other public and private amenities (the "Project") that will benefit and serve the present and future citizens of the City, including the creation of substantial future tax base for the City; and

WHEREAS, the Developer may request the addition of land adjacent to the Project, and the City shall consider an amendment to this Agreement to include such additional land (the "Additional Land"); and

WHEREAS, the Property shall be developed pursuant to the ordinances of the City, as amended, except as same may be modified by this Agreement, and an agreed upon concept plan ("Concept Plan"), which Concept Plan is attached hereto as Exhibit C, and Exhibit D, the Planned Development Regulations; and

WHEREAS, as the ETJ Property is currently in the extra-territorial jurisdiction of the City, the parties intend for the ETJ Property to be subject to and a part of this Agreement as authorized by Section 212.172, Texas Local Government Code; and

WHEREAS, an annexation petition shall be submitted to the City and held in escrow with the City, within thirty (30) days of the Effective Date of this Agreement, in order for the City to annex the ETJ Property.

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

ARTICLE I **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID and the TIRZ, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and TIRZ and preparing the Assessment Rolls, Service and Assessment Plan and/or TIRZ Project and Finance Plan (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof and/or the revenues for the TIRZ Fund, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act and/or the TIRZ Act, and (vii) administering the construction of the Authorized Improvements.

Agreement means this Lake Henzler Village Development Agreement.

Assessment means a special assessment levied by the City within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

Assessment Ordinance means an ordinance adopted by the City Council which levies Assessments on the Property within the PID in accordance with the PID Act to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the Property.

Assessment Roll(s) means the Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means water, sewer, drainage, roadway infrastructure, except for the dedication of on-site easements and roadway right-of-way, and other public improvements needed to serve and fully develop the Property and to be constructed by the Developer or caused to be constructed by the Developer, including but not limited to the improvements listed in **Exhibit B** and as fully described in the SAP, and as authorized by Section 372.003 of the PID Act.

Authorized Improvement Costs means the actual costs of design, engineering, construction, acquisition, and inspection costs of the Authorized Improvements, and all costs related in any manner to the Authorized Improvements.

Bond Indenture means a trust indenture by and between the issuer of PID Bonds and a trustee bank under which PID Bonds are issued and funds disbursed.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of PID Bonds.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit B**.

Certification for Payment Form or Payment Certificate means a certificate which shall be submitted to the City no more frequently than monthly for work completed on any of the Authorized Improvements, in substantially the same form as **Exhibit G** attached hereto.

City means the City of Pilot Point, Texas, a home-rule municipality located in Denton County, Texas.

City Code means the Code of Ordinances, City of Pilot Point, Texas, as amended.

City Council means the City Council of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, and regulations duly adopted by the City which may be amended from time to time, and including Planned Development Regulations attached hereto as **Exhibit D** and subject to the provisions of **Section 11.1 and 11.2**.

Cost Underrun(s) means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the SAP.

Developer means Lake Henzler Village, LP, and their successors and assigns, responsible for developing the Project and causing the Property to be developed in accordance with this Agreement.

Developer Cash Deposit shall be as specified in Section 7.6 below, and includes (i) amounts needed to fund costs of Authorized Improvements that are not funded by PID Bond Proceeds; and (ii) amounts needed to fund the private improvements (on a bond issue by bond issue basis) required to complete the finished lots in the applicable phase of the development. The Developer Cash Deposit shall be held by Trustee (as will be defined in the Bond Indenture) pursuant to the Bond Indenture but not part of the Trust Estate (as will be defined in the Bond Indenture).

Development means the new development on the Property constructed in accordance with this Agreement and which constitutes the Project.

Effective Date means the date upon which the last of all of the Parties has approved and duly executed this Agreement and upon certified proof provided to the City that the Developer has become the owner of the Property.

End Buyer means any Developer, developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

ETJ Property means the portion of the Property located within the ETJ of the City on the Effective Date of this Agreement.

Force Majeure means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics; (g) governmental shutdowns; (h) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City Regulations; (i) changes in market condition; and (j) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes.

Fully Developed and Improved Lot means any lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements, and/or other public improvements, and for which a final plat has been approved by the City and recorded in the Real Property Records of Denton County, Texas.

HOA means the Homeowners' Association governing the single-family portion of the Property and charged with maintaining certain open spaces and other obligations more particularly set forth in the declaration to be recorded against the property.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in a document in substantially the same form as **Exhibit E** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Landowner(s) means the Developer and any additional owners of the Property within the PID.

Landowner Agreement means an agreement by and between the City and a Landowner consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit F** attached hereto.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Parcel(s) means any parcel of land located within a PID or TIRZ identified by either a tax map identification number assigned by the Denton Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the Real Property Records of Denton County.

PID means a public improvement district to be considered for creation by the City for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Lake Henzler Village Public Improvement District.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Administrator means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the Service and Assessment Plan or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bonds means special assessment revenue bonds issued by the City and secured solely by Assessments levied against property located within the PID.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Fee means a fee in the amount of Two Thousand and 00/100 Dollars (\$2,000.00) per single family residential lot imposed on any portion of the Property utilized for residential purposes which fee shall be due and owing, and paid by the homebuilder at the time of building permit issuance.

PID Resolution means the resolution adopted by the Council creating a PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Project Fund(s) means the interest-bearing construction fund account(s) as set forth in the applicable Bond Indenture.

Property means the real property described by metes and bounds and depicted on **Exhibit A**.

Real Property Records of Denton County means the official land recordings of the Denton County Clerk's Office.

Reimbursement Agreement means an agreement between the City and the Developer in which Developer agrees to fund certain costs of the Authorized Improvements and the City agrees to reimburse Developer out of PID Bond Proceeds or Assessments for a portion of such costs of the Authorized Improvements funded by Developer with interest as permitted by the PID Act.

Service and Assessment Plan or SAP means a PID Service and Assessment Plan adopted by the City Council, as may be updated, supplemented, and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the City, as required by this Agreement.

TIRZ means a Tax Increment Reinvestment Zone encompassing the Property created by the City, subject to the consent and approval of the City Council, pursuant to the TIRZ Act.

TIRZ Act means Chapter 311, Texas Tax Code, as amended.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement and the TIRZ Documents.

TIRZ Documents means, as it relates to the Property, the TIRZ Project and Finance Plan, and the TIRZ Ordinance, as may be amended.

TIRZ Ordinance means a City ordinance creating the TIRZ pursuant to the TIRZ Act, and any subsequent ordinances effectuating amendments thereto.

TIRZ Project and Finance Plan means the project and finance plan for the TIRZ approved in accordance with the TIRZ Act.

TIRZ Projects means those projects, including the Authorized Improvements, as estimated in **Exhibit B**, to be undertaken by the PID as well as the TIRZ.

ARTICLE II

LAKE HENZLER VILLAGE DEVELOPMENT

2.1 **Scope of Agreement.** This Agreement contemplates a plan for development of the Property in accordance with the City Regulations, except as same may be modified by this Agreement, together with future actions by the Parties, that if approved, will establish provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Authorized Improvements, reimbursement, acquisition, ownership and maintenance of the Authorized Improvements, the issuance of PID Bonds for the financing of the Authorized Improvements benefitting the Property within the PID, the creation of the TIRZ for the Property, and the use of TIRZ funds to pay down a certain portion of the PID assessments per lot, as set forth in the TIRZ Project and Finance Plan.

2.2 **Development Overview – Lake Henzler Village Development.**

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, including the Authorized Improvements and any other public improvements. The Development consists of residential elements and amenities to support the residential elements, as generally shown on the Concept Plan attached as **Exhibit C** hereto, which is subject to modifications in accordance with Section 11.8 of this Agreement:

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Authorized Improvements or any public improvements to the City's standards and specifications and subject to the City's approval in accordance with City Regulations, and the Planned Development Regulations as set forth in **Exhibit D** attached hereto.

(c) Upon completion, inspection and acceptance by the City, the City shall own all of the Authorized Improvements; subject to certain maintenance responsibilities of the HOA, for a portion of the Authorized Improvements related to open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements or appurtenances not maintained and operated by the City.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

3.1 Creation and Levy of Assessments. A petition to create the Lake Henzler Village Public Improvement District will be submitted to the City supported by such additional documentation as the City may require. The City shall initiate and consider for approval all necessary documents, resolutions and/or ordinances required under the PID Act, to create the PID, to levy the Assessments on property within the PID, and to prepare and consider for approval the Service and Assessment Plan providing for the levy of the Assessments on the property within the PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan for the PID acceptable to the Developer and the City and subject to City Council making findings that the Authorized Improvements confer a special benefit on the property within the PID, the City Council shall consider an Assessment Ordinance. The Developer shall develop the Property consistent with the terms of this Agreement and any other agreements related to the PID.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment(s), the Landowners shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Landowners and shall approve and accept in writing the Home Buyer Disclosure Program in substantially the same form as attached as **Exhibit E** hereto and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor Developers and owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such Assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program. Developer, its successors or assigns, shall be responsible for administering and ensuring that the Home Buyer Disclosure Program is implemented and information is distributed to the initial parties acquiring any portion of the Property from the Developer, along with a contractual obligation to provide the Home Buyer Disclosure Program to all initial home buyers within the Property.

3.3 PID Assessment Amount. A maximum equivalent tax rate for the Assessment shall not exceed \$1.25 per \$100 assessed value, at the time of the assessment of such Parcel within the Property based upon the estimated average home value as defined in the adopted SAP approved by the City Council, and after application of the TIRZ monies to offset the Assessment. A maximum overlapping tax rate equivalent for Parcels within the PID shall not exceed \$3.09 per \$100 assessed value, after application of the TIRZ monies to offset the Assessment, when including all taxing entities at the time of the assessment of the Property based upon the estimated average home value as defined in the Service and Assessment Plan approved by the City Council.

ARTICLE IV

AUTHORIZED IMPROVEMENTS

4.1 Authorized Improvements. The Budgeted Costs, including Authorized Improvements, are subject to change and shall be updated consistent with the Service and Assessment Plan, the PID Act, the TIRZ Project and Finance Plan, and the TIRZ Act. The Authorized Improvements shall be identified and included on each approved site plan and final plat(s) for the Property as each final plat/site plan for each phase of the Property is approved by the City. The Developer may be required to provide an updated **Exhibit B** with each final plat application, consistent with the PID/TIRZ requirements and this Agreement. Upon approval by

the City Council of an updated **Exhibit B** with each final plat application; or update or amendment to the Service and Assessment Plan, this Agreement shall be deemed amended to include such approved updated **Exhibit B**. The Budgeted Costs and/or Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed in accordance with the PID/TIRZ requirements and in accordance with the City Regulations.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and have them submitted to the City for approval in accordance with the City Regulations.

(b) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents for the Authorized Improvements. The Developer shall administer the contracts. The Budgeted Costs, which are estimated on **Exhibit B**, shall be paid from the PID Bond Proceeds, if the PID is approved, in accordance with the Bond Indenture, or reimbursed by the collected Assessments pursuant to the terms of a Reimbursement Agreement through the Certification for Payment Form process where the Developer or the Developer's assignee will submit invoices for approval, and following approval, payment.

(c) Construction Standards and Inspection. The Authorized Improvements will be installed within the public right-of-way or in easements granted without cost to the City and without reimbursement to the Developer, as applicable. The Authorized Improvements shall be constructed and inspected in accordance with applicable state law, City Regulations and all others applicable development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Authorized Improvements.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements, including, without limitation, the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Sections 252.022(a)(9) and 252.022(a)(11) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then alternative delivery methods may be used by the City as allowed by law.

(e) Ownership. All of the Authorized Improvements shall be owned by the City upon acceptance of them by the City using procedures established by the City Regulations and this Agreement. The Developer agrees to take any action reasonably required by the City, where and as applicable, to transfer or otherwise dedicate or ensure the dedication of easements for the Authorized Improvements, as applicable, to the City and the public.

(f) Authorized Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Authorized Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, as applicable, for review and approval at least 30 calendar days prior to the transfer of title of an Authorized Improvement to the City. The City Manager

shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City Manager could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Manager does not approve the preliminary title report, the City shall not be obligated to accept title to the Authorized Improvement until the Developer has cured such objections to title to the satisfaction of the City Manager.

(g) Authorized Improvements Constructed on the Property. If an Authorized Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvement. If an Authorized Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement, as evidenced on the final plat of the Property, to enter upon such land for purposes related to inspection and maintenance of the Authorized Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Authorized Improvement as required by the City Regulations or this Agreement or in the City's reasonable judgment to be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement. The provisions for inspection and acceptance of such Authorized Improvements shall be in accordance with the City Regulations except as modified by this Agreement.

4.3 Operation and Maintenance of Authorized Improvements.

(a) Upon inspection, approval, and acceptance of the water and sewer Authorized Improvements or any portion thereof, the City shall maintain and operate the accepted water and sewer infrastructure, excluding the detention ponds which shall be maintained and operated by the HOA, as defined below, and provide water and sewer service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and associated storm water Authorized Improvements or any portion thereof, the City shall maintain and operate the accepted roadway and associated storm water Authorized Improvements.

(c) The HOA, as applicable, shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas, and any other related common improvements or appurtenances not maintained and operated by the City.

ARTICLE V **ADDITIONAL DEVELOPER AND CITY OBLIGATIONS**

5.1 Mandatory Homeowners' Association. The Developer will create a mandatory homeowners' association ("HOA") over residential portions of the Property, which HOA, in accordance with City Regulations and through its covenants, conditions and restrictions filed in the Real Property Records of Denton County or its by-laws, shall be required to assure compliance with this Agreement, and shall be required to remain solvent and assess and collect from owners annual fees in an amount calculated to operate and maintain the open spaces, common areas,

detention ponds, screening walls, detention areas, and other related improvements or appurtenances that are not required to be dedicated or maintained and operated by the City within the residential portion of the Property. Common residential areas, including but not limited to all landscaped entrances to the residential portions of the Property, and all other improvements not maintained by the City shall be maintained solely by the HOA. The HOA shall be required to pay ad valorem taxes on any property owned by the HOA. Property owned by the HOA shall be permitted to seek a common area exemption. The HOA covenants and restrictions shall be submitted to the City for review and approval of the provisions necessary to impose the obligations set forth in this Section 5.1, which approval shall not be withheld provided the HOA covenants and restrictions impose the obligations set forth in this Section 5.1.

5.2 Retail Water and Sewer Service to the Property. The City will provide retail water and sewer service to the entire Property.

5.3 Additional Developer Obligations.

(a) Water Improvements. The Developer shall construct or cause the construction of a connection to the existing main water distribution line along Holford Street, extension of this line through the Property to Alexander Road, providing for a loop as shown on Exhibit C-1.

(b) Sewer Improvements. The Developer shall cause the oversizing of a main sewer collection line to 15" through the Property for future extension as shown on Exhibit C-2.

(c) Roadway Improvements.

- (i) The Developer shall improve, or cause to be improved, Holford Street along the Property's south boundary to a local street, in accordance with the City's current Thoroughfare Master Plan and Construction Standards and Design Manual, as shown on Exhibit C-3;
- (ii) The Developer shall improve, or cause to be improved, Montague Street and Broad Street to collector status; and
- (iii) The Developer shall improve, or cause to be improved, Alexander Street along the west boundary to a collector in accordance with the City's regulations as shown on Exhibit C-3.

5.4 Amenity Center(s). Amenity Centers shall be provided in accordance with the Development Regulations set forth in Exhibit D.

ARTICLE VI

PID BONDS

6.1 PID Bonds.

(a) The City shall consider issuing PID Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs (excluding Administrative Expenses) and paying issuance costs, Administrative Expenses, and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, if any, a debt service reserve fund, and the Project Fund). The Developer has determined and hereby agrees that the maximum aggregate principal amount of PID Bonds will be [\$_____]. The City staff will, from time to time, submit to the City Council agenda items to consider the issuance of PID Bonds by the City (in one issue or in a series of issues over the years as set out in any SAP approved by the City) in an amount up to, but not to exceed, the maximum aggregate principal PID Bond amount of [\$_____]. Notwithstanding the foregoing, the City's obligation to approve the issuance of PID Bonds is at the sole discretion of the City and is subject to the City's review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council.

(b) The issuance of PID Bonds is subject to the following conditions: (i) for the PID Bonds issued to pay for direct improvements which only benefit a specific phase of development, a minimum value to lien ratio of at least 2:1 based on the final appraised value of that specific phase of development as provided in a third-party appraisal and including liens related to other series of PID Bonds secured by assessments levied against the property within that phase; (ii) for PID bonds issued to pay for the major improvements that benefit the entire PID Property, a minimum value to lien ratio of at least 3.0:1 based on final appraised value of the major improvement area levied as provided in a third-party appraisal for that area and including liens related to other series of PID Bonds secured by assessments levied against the property within that area; (iii) notwithstanding the foregoing, the total aggregate amount of assessments being levied on the PID Property will be a minimum value to lien ratio of at least 1.1 to 1, and as based on the same appraisals noted above in (i) and (ii); (iv) a minimum PID Bond amount of not less than one million dollars; (v) the term of any PID Bonds will be a maximum of thirty (30) years from the date of issuance of any such PID Bonds; (vi) the Developer has paid the Developer Cash Deposit into the appropriate accounts established by the Bond Indenture; and (vii) all PID Bonds shall be approved by the Texas Attorney General.

6.2 Non-Bank Qualified Debt.

(a) In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs occurring solely from the difference in interest cost ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. No later than December 15th each year, the City will annually provide the Developer with the

projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

(b) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the “Estimated Additional Costs”), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City’s invoice or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s approval of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “Actual Increased Costs”). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s Notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s Notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s Notice to the Developer of the Actual Increased Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

(c) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City’s Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior to the date of the pricing using independent third party public pricing information of the City Obligations (the “Estimated Additional City Obligation Costs”), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least fifteen (15) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s approval of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “Actual Increased City Obligation Costs”). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation

Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

(d) To the extent any developer(s) or the Developer(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or Developer(s) (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or Developer(s) (including the Developer, as applicable) as necessary so as to put all developers and the Developer so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or the Developer on whose behalf the City has issued debt in the same manner as described in this Section 6.2, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total bond proceeds from any debt issued on behalf of the Developer in such calendar year by the total bond proceeds from any debt issued by the City.

ARTICLE VII

PAYMENT OF AUTHORIZED IMPROVEMENTS

7.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds, the City shall establish the improvement account of the Project Fund in accordance with the applicable Bond Indenture. Any improvement account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any improvement account of the Project Fund shall be administered and controlled (including signatory authority) by the City, or the trustee bank for the PID Bonds, and funds in the improvement account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

7.2 Cost Overrun. In advance of the Developer letting a contract for the Authorized Improvements, the City shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the Budgeted Costs provided on **Exhibit B**, as amended from time to time pursuant to this Agreement. If the total actual cost of an Authorized Improvements (or segment or section thereof) exceeds the Budgeted Cost for such Authorized

Improvement (or segment or section thereof) (a “Cost Overrun”), the Developer shall be solely responsible for the remainder of the Authorized Improvements Costs (or segment or section thereof), except as provided for in Section 7.3 below.

7.3 Cost Underrun. If, upon the completion of construction of an Authorized Improvement (or segment or section thereof) and payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement anticipated to be paid for the proceeds of the same series of PID Bonds or from the same Assessment levied against property within the PID and with the approval of the City Manager. The elimination of a category of Authorized Improvements as set forth in the Service and Assessment Plan will require an amendment to the SAP. Prior to the completion of all of the Authorized Improvements within an improvement category, but after the construction contracts commence (and are provided to the City/PID Administrator), Budgeted Costs as listed in the applicable SAP, if in excess of the contract amounts for the same category of Authorized Improvements in the construction contracts, will be available to fund Cost Underruns anticipated to be paid for the proceeds of the same series of PID Bonds or from the same Assessment levied against property within the PID and applied to other Authorized Improvement categories. The next Annual SAP Update will include adjustments to the Authorized Improvements budgets to align with the construction contracts. If, upon completion of the Authorized Improvements in any improvement category, there are funds still remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying costs of the Authorized Improvements anticipated to be paid for the proceeds of the same series of PID Bonds or from the same Assessment levied against property within the PID that have not been previously paid.

7.4 Prioritization of Payments and Remainder of Funds in the Improvement Account of the Project Fund. Authorized Improvement costs shall be paid first from PID Bond Proceeds, and then from any Developer deposit maintained. If funds remain in the improvement account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and, excluding any Developer deposit, the payment of all Authorized Improvement Costs as provided for in the Bond Indenture, then such funds thereafter shall be the exclusive property of the City and shall be used by the City as provided for in the Service and Assessment Plan, the Bond Indenture, or any other applicable use to the Property as provided by law. If any Developer deposit funds are remaining after completion of all Authorized Improvements and payment of all Authorized Improvement Costs as provided for in the Bond Indentures and SAP, then such funds shall be returned to the Developer.

7.5 Payment Process for Authorized Improvements.

(a) The City shall authorize reimbursement of the Authorized Improvement Costs from PID Bond Proceeds pursuant to a Bond Indenture and/or Assessments pursuant to a Reimbursement Agreement. The Developer shall submit a Certification for Payment Form to the City (no more frequently than monthly) for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the City. The Certification for Payment Form shall be substantially similar to the form set forth in **Exhibit G**, as may be modified by the Bond Indenture, funding agreement, and/or a Reimbursement Agreement, if applicable. The City shall review the sufficiency of each Certification for Payment Form (each, a “Payment Certificate”) with respect to compliance with this Agreement, compliance with City

Regulations, and compliance with the SAP. The City shall review each Payment Certificate within fifteen (15) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Bond Indenture or Reimbursement Agreement, if applicable, and payment shall be made to the Developer or its designee pursuant to the terms of the Bond Indenture or Reimbursement Agreement, if applicable provided that funds are available under the Bond Indenture or Reimbursement Agreement. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the Bond Indenture or Reimbursement Agreement, as applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed Notice to the Developer within fifteen (15) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the lesser of: (i) the Budgeted Costs as set forth in **Exhibit B** and the SAP, and (ii) the Authorized Improvement Costs, from funds available pursuant to the Bond Indenture or a Reimbursement Agreement, as applicable, or (iii) the actual cost of the Authorized Improvements.

(d) Reimbursement to the Developer for PID creation expenses and to the City for administrative expenses relating to the creation of each PID, the levy of Assessments and issuance of PID Bonds may be distributed at closing of the PID Bonds pursuant to a closing disbursement request, in the form attached as **Exhibit H**.

7.6 **Developer Cash Deposit.** The developer shall be responsible for making the Developer Cash Deposit to cover any and all Budgeted Costs not covered by the proceeds of the PID Bonds, and in the event the value to lien falls below 1.5:1, the costs of additional private improvements not otherwise paid for out of PID Bond Proceeds but required to complete the phase of development. In the event the Developer Cash Deposit is insufficient to cover all of the Cost Overruns that are not covered by Cost Underruns pursuant to Sections 7.2 and 7.3, and to the extent such Budgeted Costs are not covered by the PID Bond Proceeds, Developer shall promptly pay such amounts when due.

ARTICLE VIII **TIRZ**

8.1 **Tax Increment Reinvestment Zone.** Prior to the issuance of the first series of PID Bonds, the City, subject to the consent and approval of the City Council, will consider creation of a TIRZ coterminous with the Property as described in this Section. The Developer has requested that the TIRZ provide tax increment revenue generated from the TIRZ as follows: (i) fifty percent (50%) of the ad valorem tax increment generated by the TIRZ for a period of up to thirty-one (31) years by phase, which will be collected by the City in accordance with the TIRZ Project and Finance Plan.

8.2 TIRZ Priority. In accordance with the TIRZ Documents, after payment of Administrative Expenses related to the TIRZ, the moneys in the TIRZ Fund shall be used annually to off-set or pay a portion of any Assessments levied on the Property for the costs of Authorized Improvements that qualify as TIRZ Projects, for a period of thirty-one (31) years by phase.

8.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the tax increment obtained from the TIRZ shall be placed into a separate TIRZ Fund. The monies in the TIRZ Fund shall be distributed to off-set or pay a portion of the Assessments as more fully described in the TIRZ Project and Finance Plan.

8.4 Increased TIRZ Participation. If the City does not issue PID bonds for any phase of development within 120 days of a request received by the Developer (the “Request Period”), the City agrees that its TIRZ contribution shall increase to 100 percent (100%) of the ad valorem tax increment generated by the TIRZ until the Developer has received the reimbursement amount set forth in the Reimbursement Agreement.

ARTICLE IX **SPECIAL DISTRICT**

Intentionally Omitted.

ARTICLE X **ANNEXATION**

Within thirty (30) days of the Effective Date, Developer agrees to submit a voluntary annexation petition for the ETJ Property. Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City’s corporate limits. The City may annex the ETJ Property before the Planned Development District entitling the Development is approved by the City Council. This Agreement constitutes the service plan agreement for providing City services to the ETJ Property. If the City is unable to complete the annexation of the ETJ Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the ETJ Property, within ten (10) days of being requested to do so.

The Developer is not required to enter into this Agreement. The annexation procedures described in plain language in this Agreement require the Developer’s consent. The Parties acknowledge and agree that this Agreement shall satisfy the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

ARTICLE XI **DEVELOPMENT**

11.1 Full Compliance with City Regulations. The City and Developer acknowledge and agree that except as expressly waived, modified or abated by this Agreement all of the City Regulations in effect on the Effective Date of this Agreement and as such City Regulations may be further amended, shall apply to any and all development activity undertaken on the Property (or any portion of the Property) in connection with the Development, except when those regulations conflict with the attached Planned Development Regulations shown in the attached **Exhibit D**. Notwithstanding the foregoing, Developer acknowledges and agrees, that, except where

specifically in conflict with this Agreement, the duly adopted international and uniform building, construction and fire codes, with local amendments, shall apply to the Property.

11.2 Conflict with Regulations. Except as provided above, in the event of any conflict between the City Regulations and this Agreement, including the Planned Development Regulations, this Agreement and the Planned Development Regulations shall control.

11.3 Development in Compliance with Concept Plan. Development and use of the mProperty, including, without limitation, the construction, installation, maintenance, repair, and replacement of all improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Concept Plan attached as Exhibit C and the Planned Development Regulations attached as Exhibit D, respectively, and applicable City Regulations at the time of the Effective Date. The City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to amend the Planned Development Regulations attached hereto as Exhibit D after the Effective Date.

11.4 Vested Rights. This Agreement shall constitute a “permit” under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

11.5 Property Acquisition. The Parties acknowledge that the Developer may be required to acquire certain off-site property rights and interests to allow certain Authorized Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City, in its sole discretion, may take reasonable steps to secure same through the use of the City’s power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys’ fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, “Eminent Domain Fees”) paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the PID Bond Proceeds, if PID Bonds are issued, or Assessments and shall escrow with a mutually agreed upon escrow agent the City’s reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City’s discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that the Authorized Improvements can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. Any unused escrow funds will be refunded to Developer within 30 days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by the Developer, the Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

11.6 Zoning of the Property.

(a) Currently, the ETJ Property is wholly located in the extra-territorial jurisdiction of the City. The Parties agree that the Concept Plan attached hereto as Exhibit C, the Planned Development Regulations attached hereto as Exhibit D, together with the City Regulations, and the applicable provisions of this Agreement memorialize the plan for development of the ETJ Property as of the Effective Date. The City shall consider rezoning the ETJ Property as a new Planned Development District consistent with the Concept Plan attached hereto as Exhibit C, the Planned Development Regulations attached hereto as Exhibit D, and the applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the zoning of the ETJ Property consistent with and as contemplated by this Section. The City will require the Developer to submit a formal zoning application to proceed with zoning the ETJ Property as contemplated by this Section.

11.7 Concept Plan. The City's approval of the Concept Plan herein constitutes the acknowledgement that the Development is consistent with the City's Comprehensive Plan, as amended. Such approval does not constitute the City's agreement that any specific portion of the Development depicted within Exhibit C conforms to the City Regulations, as same may be modified by this Agreement. Approval of the Agreement with the Concept Plan shall serve as approval of the Concept Plan for the Property. The Developer shall submit a Preliminary Plat for the Property. The Developer may submit a final plat for all or any portion of the Property. Any final plat shall be in general conformance with the Preliminary Plat and the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

The Developer must submit any proposed change to the Concept Plan to the City for approval. If the change is a Minor Modification, as such term is defined in this Agreement, then approval or denial shall be given by the City Manager within ten (10) business days after the request of the Developer. If the change is not a Minor Modification, then approval of such change is considered a major modification ("Major Modification"). If such Minor Modification is not approved by the City Manager within twenty (20) business days after the Developer's request, the request shall be treated as a Major Modification. All requests for Major Modifications shall be considered by the City Council in its sole legislative discretion.

Any amendment approved by the City to the Concept Plan, shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become part of this Agreement. Developer is responsible for providing City updated copies of any modified or amended Concept Plan. Any subsequent development application for approval of a site plan or final plat, that differs from the terms of this Agreement if approved by the City, shall automatically amend this Agreement. The City Manager may administratively approve any amendments to the Concept Plan or subsequent site plan that the City Manager deems in his or her reasonable discretion to be minor in nature. Minor modifications shall include but not be limited to the following (collectively "Minor Modifications"):

(a) adjustments of no more than 100 feet to the location or configuration of roadways, sidewalks, utilities, parking areas, buildings, landscape features, (including plants and trees) ponds and any other improvements depicted on any Concept Plan; and

(b) any modification approved in a plat approved by the City including but not limited to (i) changes to the lot size or configuration as long as each lot complies with the zoning requirements on the Property; (ii) changes to a local street width, length or alignment; (ii) changes to utility or access easements; (iii) adjustments to the amount of open space, buffers, and drainage not more than five percent (5%) of the gross site acreage for the phase in which the modification is requested.

11.9 Conceptual Trail Plan. The Developer shall provide a trail system for the Project as generally shown on **Exhibit C-4**. In addition, internal trail access shall be provided at not less than 3 dispersed locations by improving sidewalks on one side of a street to trail standards. One such location shall be to provide access to the trail around the lake. Construction of a segment of the trail system, adjacent to a phase of development, shall be completed within 180 days of the City accepting the Authorized Improvements for such phase of development.

11.10 Exterior Building Materials.

(a) Exterior Materials. The overall exterior walls (excluding doors and windows) of each residence constructed or placed on a lot shall contain the minimum requirements as stated herein.

(i) A residence must consist of not less than eighty percent (80%) masonry overall consisting of brick, stone, stucco (no EIFS), cast stone or a combination thereof.

(ii) The following materials are approved for the remaining twenty percent (20%) of the exterior walls: Cementitious siding/hardi-plank. No EIFS is permitted.

(b) Architectural Trims and Accents

(i) Some materials other than those listed above may be appropriate for architectural trim and accent applications only including but not limited to cornices and decorative brackets.

(ii) At least four (4) façade articulation techniques are required on each single-family home, including townhomes to add architectural variety and interest to a building. The four (4) features used shall be determined by the builder. The following features shall be acceptable techniques of exterior articulation:

1. A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; brackets; keystones; dormers; louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet).

2. Balconies;

3. Bay windows;

4. Masonry chimney(s);
5. Double-entry door(s);
6. Covered entry(ies);
7. Horizontal banding continuing the length of the wall that faces a street, or other similar highly visible area.
8. The use of a combination of two or more masonry options (stone, brick, stucco, and/or cast stone) with a minimum of ten percent coverage of one of the elements.
9. Front Porch of at least 30 square feet.
10. Architectural pillars
12. Gables
13. Roof pitch greater than 6:12
14. Variable roof pitch
15. Other techniques for building articulation can be substituted if administratively approved.

(c) Chimneys and fireplace Flues.

All chimney and fireplace flues, if applicable, shall be enclosed and finished and portions located above the roof structure and roofing materials shall be finished as required by City Regulations. In any event, such exterior portions of the chimney visible from the adjacent street and common area (at grade level) or along the side or back of the house and connects to the base/foundation of the house, shall be finished with one hundred percent (100%) masonry materials matching that of the primary structure. Exposed pre-fabricated metal flue piping is prohibited. Chimney flues not visible from the street may be enclosed by materials approved by the City's building code for exterior exposures and in compliance with the flue manufacturer's recommendations.

- (d) Garage Doors shall be metal, patterned with a wood-like texture or may be stained cedar, redwood, fir or other hardwood and contain decorative hardware.

11.11 Restrictions on Builders. No homebuilder's lowest tier product may be constructed within the Development. In addition to the foregoing, the builder(s) will satisfy their restrictions by developing in compliance with the Development Standards attached hereto as **Exhibit D**.

ARTICLE XII

DEVELOPMENT PROCESS AND CHARGES

12.1 Development Fees. Except as otherwise provided in this Agreement, the Developer agrees to construct any portion of the Property as shown on the Concept Plan attached hereto as

Exhibit C and to pay all relevant Development Fees, as listed in the City's Municipal Code, Article 11. The fee schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.

12.2 **Inspection Fees.** Development of the Property shall be subject to the payment to the City of inspection fees as amended and uniformly adopted throughout the City (the "**Inspection Fees**"), according to the fee schedule adopted by the City Council on the Effective Date.

12.3 **Park Development and Park Fees.** The Developer agrees to provide open space and a trail system as generally shown on **Exhibit C-4**. The Developer shall dedicate land or make payment of any fees for the purpose of parkland dedication requirements, tree mitigation requirements or open space requirements in place on the Effective Date or any date thereafter. The Developer shall receive credit for parkland dedication or fees paid in lieu of dedication and development as authorized in the City Regulations.

12.4 **Impact Fees.** The Developer agrees to construct or cause the construction of any portion of the Property as shown on the Concept Plan and as described in this Agreement, and including, roads, water, sewer and other infrastructure, parks, landscaped and/or seeded open space, and trails. The roadway, water and sewer impact fees due and owing for development of the Project shall be paid in accordance with Chapter 395 of the Local Government Code and City Regulations.

12.5 **PID Fee.** The PID Fee shall be paid to the City by builders at permit application for a lot.

12.6 **INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE AUTHORIZED IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS; (IV) ANY CLAIMS (INCLUDING DEATH) OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED IMPROVEMENTS; OR (V) ANY CLAIMS (INCLUDING DEATH) AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE AUTHORIZED IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE AUTHORIZED IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION**

WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE “CLAIMS”). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER’S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER’S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 12.6 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

12.7 DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/ DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
- (b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR
- (c) NUISANCE.

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE, INCLUDING SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

(B) THIS SECTION 12.7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12.8 Inspections and Permitting. The City shall have a right to inspect, as authorized or required by City Regulations, the construction of all structures, Authorized Improvements, and any public improvements necessary to support the proposed development within the Property, including water, sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development

of the Property. The City shall be the beneficiary of the required two-year maintenance bond the Developer shall provide for all Authorized Improvements. Except as otherwise provided in this Agreement, if the City finds that such improvements have been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense other than those improvements that the HOA is obligated to maintain as set forth in Article V of this Agreement located on the Property which may be owned by the City but shall be maintained by the HOA.

12.9 Temporary Street Closures. To the extent reasonably requested by the Developer in connection with the construction of the Authorized Improvements, the City shall grant and issue to the Developer all necessary permits to authorize temporary closures of, and shall grant and issue to the Developer all necessary permits to make cuts or other perforations in, demolish and excavate all or portions of any street, alley or other public right-of-way that is under reasonable control of the City and that is contained in whole or in part within the Property or that abuts any portion of the Property; provided however, all such actions are subject to the City's obligations to preserve and protect public health, safety, and welfare.

12.10 Joint Cooperation. During the planning, design, development and construction of the private improvements and the Authorized Improvements on the Property, the Parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Development. The City will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

12.11 Substantial Completion of Improvements. When all improvements that impact the health safety and welfare of the public, such as roads, drainage, sewer, and water improvements have been completed for a lot, but improvements that do not impact the health, safety, or welfare of the homeowner or the public, including but not limited to landscaping, hardscaping, decorative or screening walls, occurs, the Developer or homebuilder can request that the city determine and approve that the improvements to serve the lot have been substantially completed (which approval the City shall not unreasonably withhold). The City may require a bond or cash escrow (in the amount required to complete any remaining improvements), to assure completion of any remaining improvements, and the homebuilder may complete construction of any structure on the lot in anticipation of occupancy.

ARTICLE XIII

TERM

The term of this Agreement shall be for a period of thirty-five (35) years after the Effective Date unless extended by mutual agreement of the Developer and the City or thirty (30) years after the last issuance of PID Bonds, whichever is later.

ARTICLE XIV
EVENTS OF DEFAULT; REMEDIES

14.1 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 in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written Notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

14.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance, or other equitable relief available at law, of the other party's obligations under this Agreement. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT AND PREVENT THE DEVELOPER OR THE CITY FROM RECEIVING ANY REIMBURSEMENTS OR PAYMENTS DUE AND OWED TO THE DEVELOPER OR THE CITY UNDER THIS AGREEMENT, THE ECONOMIC DEVELOPMENT AGREEMENT, ANY REIMBURSEMENT AGREEMENT, OR TIRZ AGREEMENT.

ARTICLE XV
ASSIGNMENT AND ENCUMBRANCE

15.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment by the Developer shall release the 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. The Developer and any Assignee have the right (from time to time) to assign this Agreement to a non-affiliate, non-related entity, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") with City consent, which consent the City shall not unreasonably withhold. The Developer and any Assignee have the right (from time to time) to assign this Agreement to an affiliate or related entity, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement without City consent, but with notice to the City. The Developer shall maintain written records of all assignments made by the Developer to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

Any receivables due under this Agreement, any construction funding agreement, any Reimbursement Agreement (pursuant to Section 372.023(d-1) of the Texas Local Government

Code), and Economic Development Agreement, and Chapter 380 grant or any TIRZ agreement may be sold, transferred, or assigned by Developer to any person, including without limitation, to a trustee in connection with a trust indenture, without the consent of, but upon written Notice to the City in accordance with Section 17.2 of this Agreement and as allowed; provided however, Developer shall be limited to a maximum of ten (10) such assignments and any additional assignments after the tenth such assignment shall require the consent of the City; provided, however, that no such assignment or sell shall be made without prior written consent of the City if such transfer, would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. The Developer may also collaterally assign the PID and or TIRZ receivables as collateral for any development loan, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City.

15.2 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of the Developer. Provided however, that this language does not apply to any real property interest which the City may have within the Development.

15.3 Encumbrance by Developer and Assignees. The 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 (a) their respective lenders without the consent of, but with prompt written Notice to, the City, and (b) to any person or entity with the City Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time, but no more than 180 days, to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor 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.

15.4 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this

Agreement without the Developer's prior written consent. Provided however, that this section shall not apply to any real property interests which the City may have in the Development.

15.5 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest (but not including End Buyer) in any part of the Property shall have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. 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.

15.6 No Third-Party Beneficiaries. Subject to Section 15.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

15.7 Notice of Assignment. Subject to Section 15.1 of this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof (other than to an End-Buyer of a Fully Developed and Improved Lot), and/or any of its rights or benefits under this Agreement:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;
- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
- (d) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XVI **RECORDATION AND ESTOPPEL CERTIFICATES**

16.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Denton County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations, including the City Regulations, that apply to such lots.

16.2 Estoppel Certificates. From time to time upon written request of the Developer or any future Developer, and upon the payment of a \$150.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of a Developer under this Agreement that are in default.

ARTICLE XVII **ADDITIONAL PROVISIONS**

17.1 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 of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

17.2 Notices. Any Notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: Britt M. Lusk, City Manager City of Pilot Point 102 E. Main Street Pilot Point, Texas 76258
With a copy to:	Attn: Brenda McDonald, City Attorney Brenda N. McDonald, PLLC 6490 Fortune Road Fort Worth, Texas 76116
To the Developer:	Attn: Elias T. Dragon Lake Henzler Village, LP 779 W. Main Street Coppell, Texas 75019
With a copy to:	Attn: Brian King West & Associates, L.L.P. 320 South R. L. Thornton Freeway, Suite 300 Dallas, Texas 75203

Any party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

17.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

17.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

17.5 Entire Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.

17.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

17.7 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court or the applicable federal court.

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

17.9 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.

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

17.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

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

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Authorized Improvements and Estimated Costs
Exhibit C	Concept Plan
Exhibit C-1	Water Improvements
Exhibit C-2	Sewer Improvements
Exhibit C-3	Roadway Improvements
Exhibit C-4	Conceptual Trail Plan
Exhibit D	Planned Development Regulations
Exhibit E	Home Buyer Disclosure Program
Exhibit F	Landowner Agreement
Exhibit G	Certification for Payment Form
Exhibit H	Closing Disbursement Request

17.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall record this Agreement in the real property records of Denton County, which notifies Developers of Property of the obligations set forth in the Home Buyer Disclosure Program.

17.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that this Agreement does not constitute a contract for goods or services and further, that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement.

17.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) 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.

17.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

17.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

17.18 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

17.19 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

17.20 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

17.21 Gift to Public Servant. The Developer shall use commercially reasonable efforts to cause its contractors and agents to not, offer, or agree to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require the Developer to remove any employee or contractor of the Developer from performance responsibilities under this Agreement who has violated the restrictions of this section or any similar state or federal law.

17.22 Statutory Verifications. The Developer makes the following representations and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has

affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

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

[Signatures to Follow]

Executed by the Developer, the District and the City to be effective on the Effective Date.

ATTEST:

CITY OF PILOT POINT, TEXAS

Name: Lenette Cox
Title: City Secretary

By: _____
Name: Elisa Beasley
Title: Mayor

Date: _____

APPROVED AS TO FORM

Attn: Brenda McDonald, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Elisa Beasley, Mayor of the City of Pilot Point, Texas, a home-rule municipality, on behalf of said home rule municipality.

Notary Public, State of Texas

Developer:

Lake Henzler Village, LP

a Texas limited liability company

By: _____

Printed Name: Elias T. Dragon

Title: Managing Director

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

 This instrument was acknowledged before me on the ____ day of _____, 2024 by Elias T. Dragon, the Managing Director of Lake Henzler Village, LP, a Texas limited liability company on behalf of said company].

Notary Public, State of Texas

EXHIBIT A

Metes and Bounds Description and Depiction of the Property

BEING a tract of land situated in the Joseph Jeffries Survey, Abstract No. 661 and the Charles Smith Survey, Abstract No. 1139, Denton County, Texas, being a portion of a called 161.565 acre tract of land described in the Warranty Deed to Cora Alice Henzler, Chrystel Fritcher and Karen Wegendt, Co-Trustees of the Cora Alice Henzler Revocable Trust recorded in Document No. 2016-139296 of the Official Public Records of Denton County, Texas (OPRDCT) as modified by the Correction Instrument recorded in Document No. 2017-13738, OPRDCT, and being more particularly described as follows:

BEGINNING at a MAG-nail with washer stamped "RPLS 4613" found for the northwest corner of a called 10.000 acre tract of land described in Special Warranty Deed with Vendor's Lien to Arka Enclave LLC recorded in Document. No. 2023-89715 OPRDCT, being in the approximate centerline of Alexander Road (an apparent prescriptive right-of-way - no deed found);

THENCE with the a west line of said 161.565 acre tract and the approximate centerline of Alexander Road, North 0°17'43" East, a distance of 400.00 feet to a MAG-NAIL with washer stamped "KHA" set for corner;

THENCE over and across said 161.565 acre tract, the following courses and distances:

South 89°42'17" East, a distance of 890.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 0°17'43" East, a distance of 1266.38 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner in the south line of a tract of land described in General Warranty Deed to United States of America recorded in Volume 1467, Page 881 of the Deed Records of Denton County, Texas (DRDCT);

THENCE with the south line of said United States of America tract, the following courses and distances:

North 84°14'54" East, a distance of 106.57 feet to a point for corner;

South 17°40'21" West, a distance of 117.83 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 79°08'50" East, a distance of 283.36 feet to a spike found for corner;

North 3°11'03" West, a distance of 390.71 feet to a spike found for corner;

North 20°59'47" East, a distance of 210.27 feet to a 100d-nail found for corner;

North 23°06'28" East, a distance of 358.73 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 23°35'41" East, a distance of 175.47 feet to a 100d-nail found for corner;

North 84°32'49" East, a distance of 89.75 feet to a 100d-nail found for corner;

South 5°43'03" East, a distance of 568.82 feet to a spike found for corner;

South 53°34'04" East, a distance of 460.12 feet to a spike found for corner;

South 88°34'32" East, a distance of 212.12 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 4°19'29" West, a distance of 854.77 feet to a spike found for corner;

South 62°12'30" East, a distance of 184.23 feet to a point for corner in the west right-of-way line of the Texas and Pacific Railroad (a variable width right-of-way), said point being the beginning of a non-tangent curve to the left having a central angle of 12°14'43", a radius of 3,025.74 feet, a chord bearing and distance of South 7°06'00" West, a distance of 645.44 feet, from said point a 1/2-inch iron rod with plastic cap stamped "RPLS 4613" found bears South 62°12'30" East, a distance of 0.91 feet;

THENCE with said west right-of-way line of the Texas and Pacific Railroad the following courses and distances:

Southwesterly with said non-tangent curve to the left, an arc distance of 646.67 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4613" found for corner;

South 0°58'38" West, a distance of 1,455.13 feet to a fence post found for corner at the intersection of said west right-of-way line of the Texas and Pacific Railroad and the north right-of-way line of Holford Street (a variable width right-of-way);

THENCE with said north right-of-way line of Holford Street, South 89°27'22" West, a distance of 1,586.71 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4613" found for the southeast corner of the remainder of a called 19.451 acre tract of land described in Special Warranty Deed with Vendor's Lien to Alexander Estates, LLC recorded in Document No. 2022-118543 OPRDCT;

THENCE with the east line of said 19.451 acre tract and the east line of said 10.000 acre tract, the following courses and distances:

North 28°11'35" East, a distance of 110.15 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4613" found for corner;

North 4°07'22" East, a distance of 104.00 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4613" found for corner;

North 0°18'00" East, passing at a distance of 377.74 feet the southeast corner of said 10.000 acre Enclave tract, continuing with the east line of aforementioned 10.000 tract a total distance of 989.53 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northeast corner of said 10.000 acre tract;

THENCE with the north line of said 10.000 acre tract, North 89°42'17" West, a distance of 712.04 feet to the POINT OF BEGINNING, containing a computed area of 4,901,980 square feet and 112.534 acre tract of land.

Page 52 of 131

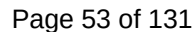
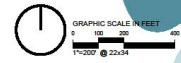
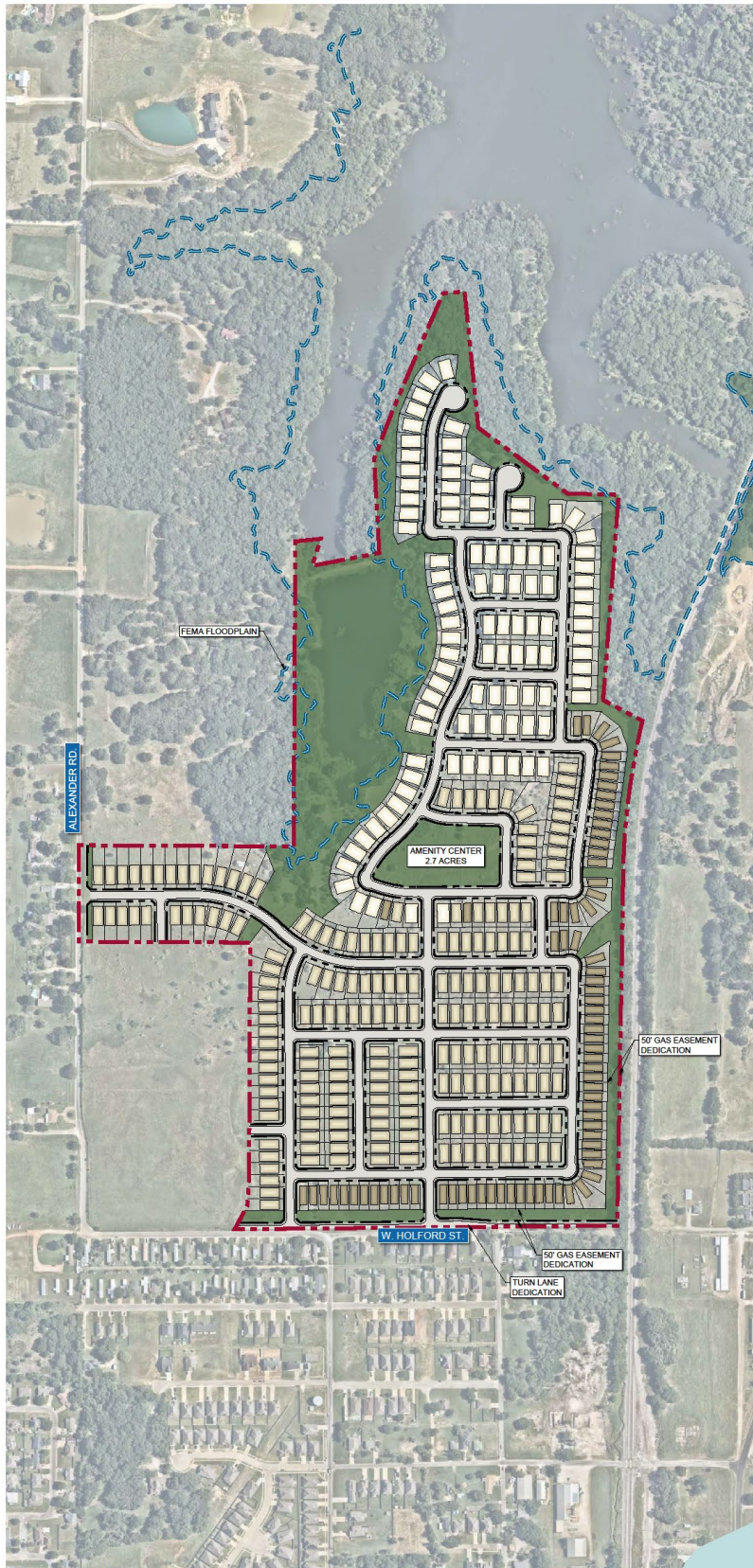


EXHIBIT B

Authorized Improvements and Estimated Costs

EXHIBIT C

Concept Plan



Property Summary

Perimeter Rights of Way (ROW)/Easements	3.2	2.6%
Amenity Center	2.7	2.4%
Open Space, Detention & Flood Plain	26.5	23.6%
Net Residential Area	82.1	73.0%
Total	112.5	

Open Space Acreage Summary

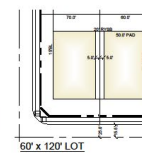
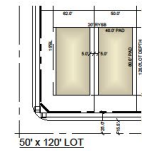
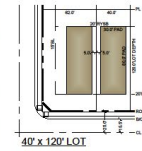
Open Space	26.5
Area (Net of ROW)	106.3
Total Percentage of Open Space	22.4%

Lot Summary

40' Lots	77	19.5%
50' Lots	211	53.8%
60' Lots	104	26.7%
Total Lots	392	100.0%

Density Summary (Units per Acre)

Gross	3.5
Net of ROW, Buffers and Park	3.7



- NOTES:**
1. THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
 2. FLOOD PLAIN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY VECTORIZED FLOOD STUDY ANALYSIS.
 3. ADJUST BASED BY MEASUREMENTS: CONFRONT 2024.

CONCEPT PLAN

Henzler Tract
Pilot Point, Texas

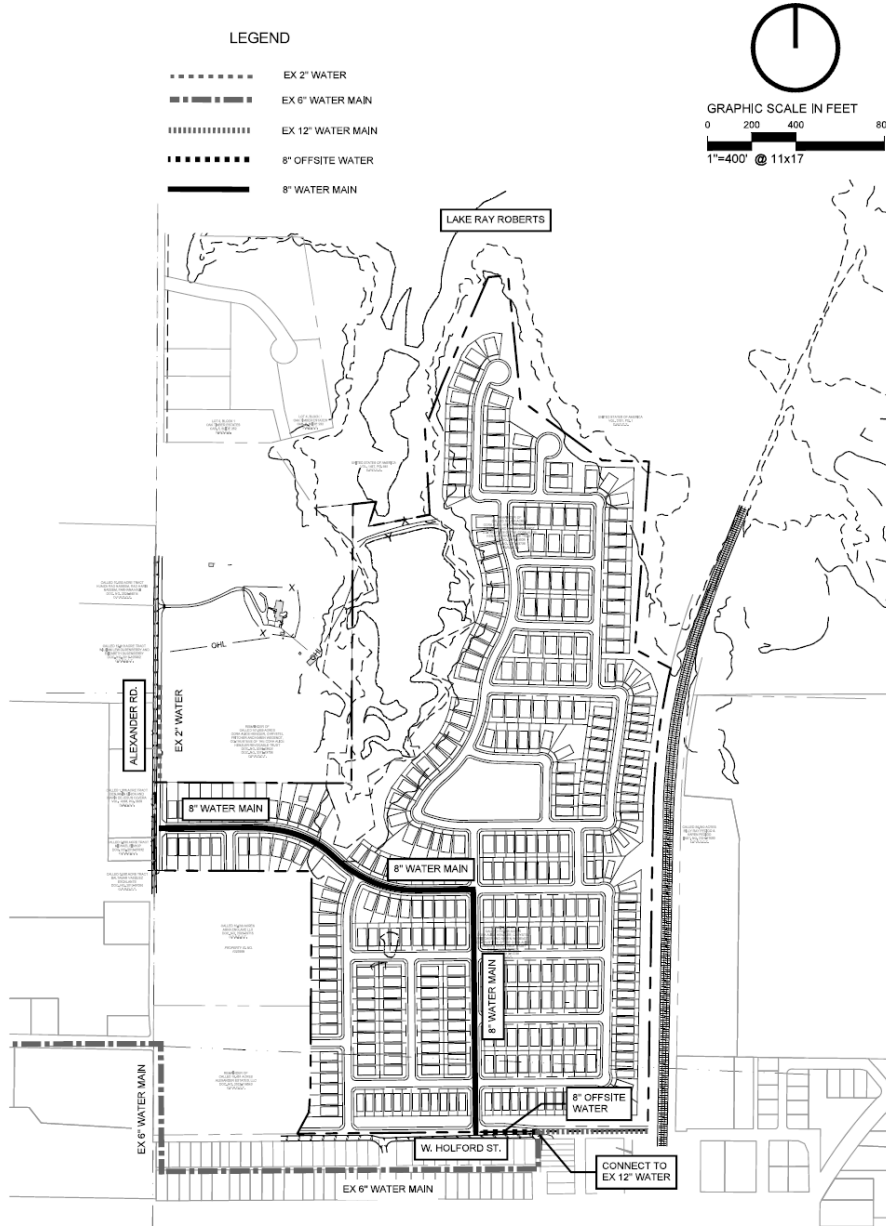
Kimley»Horn

13405 Main Road, Two Oaks Office Tower, Suite 700
Dallas, TX 75244
P: 972.775.1350, F: 972.296.3820
State of Texas Registration No. F-020

September 2024

EXHIBIT C-1

Water Improvements



NOTES: THIS PLAN IS CONSULTANT'S PROPERTY AND NOT BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE CONSULTANT.

Henzler Tract
Pilot Point, Texas

Kimley»Horn

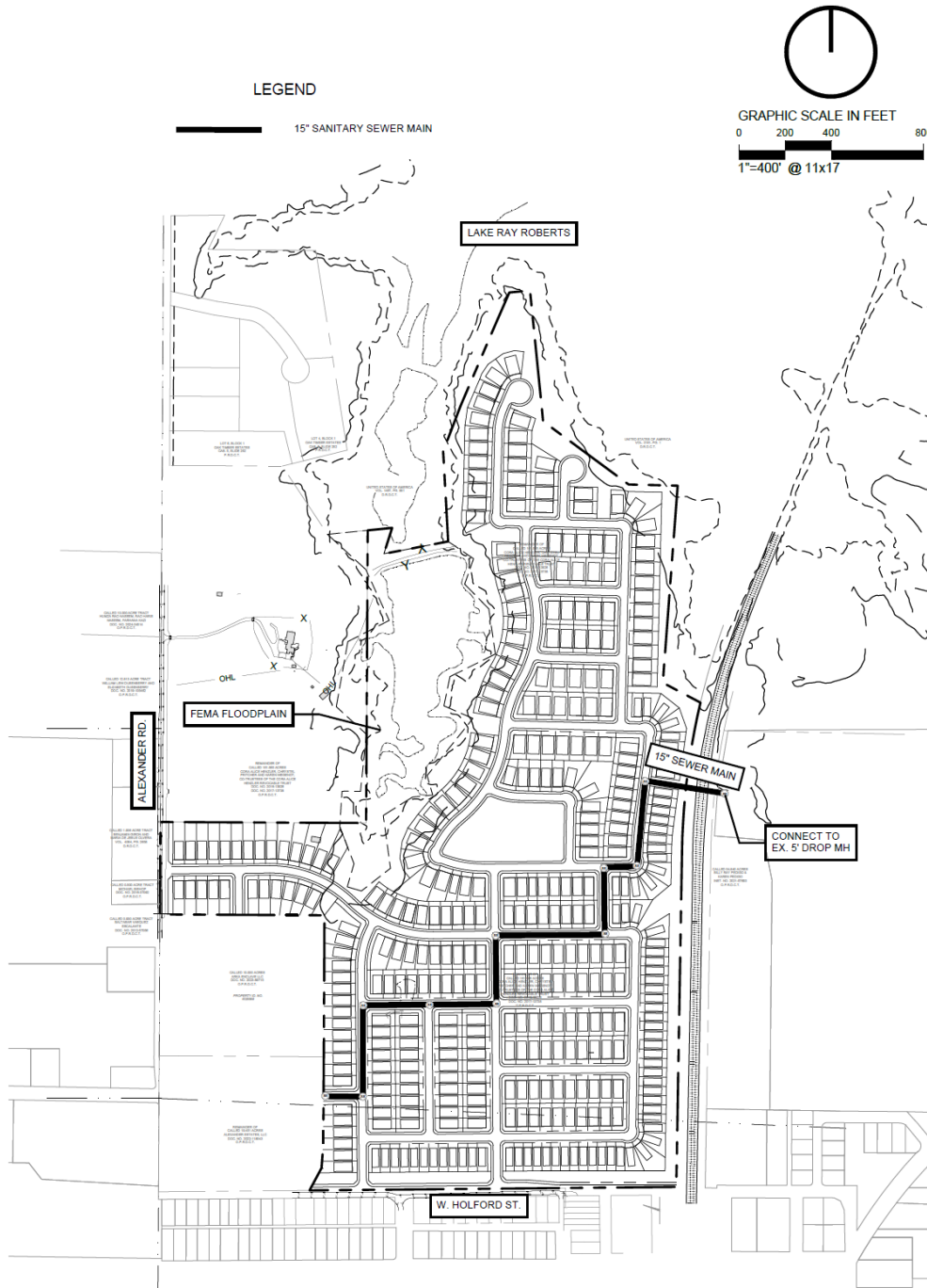
13455 Noel Road, Two Galleria Office Tower Suite 703
Dallas, Texas 75240
P 972-710-1500, F 972-239-3820
State of Texas Registration No. F-4928

November 2024

DWG NAME: K:\CAL_C\H\30901\HENZLER TRACT\CADED\H\B\W\PLAN\HETS\CONC\PT PLAN - COPY.DWG
LAST SAVED: 11/14/2024 1:04 PM

EXHIBIT C-2

Sewer Improvements



NOTES: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Henzler Tract
Pilot Point, Texas

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower Suite 700
Dallas, Texas 75240
P 972-770-1300, F 972-239-3820
State of Texas Registration No. F-928

November 2024

DWG NAME
LAST SAVED

K:\DAL_CIVIL\06014200-HENZLER TRACT\CAD\EXHIBITS\PLANSHEETS\CONCEPT PLAN - COPY.DWG
11/14/2024 1:04 PM

EXHIBIT C-3

Roadway Improvements



NOTES: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PREPARED WITHOUT THE BENEFIT OF A SURVEY. TOPOGRAHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Henzler Tract
Pilot Point, Texas

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower Suite 700
Dallas, Texas 75240
P 972-770-1300, F 972-239-3820
State of Texas Registration No. F-928

November 2024

DWG NAME
LAST SAVED

K:\DAL_CIVIL\2024\14205-HENZLER TRACT\CAD\EXHIBITS\PLANS\EXHIBIT C-3\CONCEPT PLAN - COPY.DWG
11/14/2024 1:04 PM

EXHIBIT C-4

Conceptual Trail Plan



EXHIBIT D

Planned Development Regulations

LAKE HENZLER VILLAGE PLANNED DEVELOPMENT REGULATIONS

1.0 Single Family Regulations

1.1 Single Family Tracts Permitted Uses: The permitted uses within the planned development are outlined below.

1. **SF-3 Single Family Residential District:** The base zoning for all single-family tracts will be SF-3 district unless specified in this PD. All City of Pilot Point ordinances that exist at the time of development will apply unless specifically stated in this PD. The permitted uses shall be SF-3 Single Family Residential District Uses, referred to herein, and the associated uses defined in sections.
2. **Additional Permitted Uses:**
 - i. Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries
 - ii. Community Facility Uses
 - a) Public and private parks
 - b) Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - c) A required amenity center which shall contain, at a minimum, a resort-style pool with shade structures and a building for office, business, leisure and workout facilities. Construction of the amenity center shall start on or before the issuance of the 100th building permit for the Development. The 101st building permit shall not be issued until vertical construction on the amenity center has commenced. Once commenced, construction shall be completed on or before the expiration of twelve (12) months.

Amenity Centers may also include the following,

1. Open Play
2. Playground
3. Sports court(s)
4. Trail
5. Cabana
6. Dog park

- d) Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage
 - e) School, pre-k through 12 (public or private)
 - f) Temporary concrete batch plant
 - g) Temporary sales office
 - h) Model homes
3. Prohibited Uses
- i. Manufactured and/or modular homes
 - ii. Accessory dwelling

1.2 Single Family General Area Regulations:

- 1. The lot widths shall be measured along the arc of the primary structure setback line.
- 2. For cul-de-sacs and eye-brows / elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet.
- 3. Side lot lines may deviate from perpendicular to the right-of-way up to fifteen (15) degrees upon the approval of a Minor Waiver per City Regulations.
- 4. Single-family lots may face the side of a similar lot.
- 5. Maximum cul-de-sac length may be up to one thousand (1,000) feet.

The following amended area regulations shall apply:

Lot Type A – 40' Lot

Minimum Lot Area: The minimum lot area shall be four thousand eight hundred (4,800) square feet.

Minimum Lot Width: The minimum lot width shall be forty (40) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line five (5) feet, but Front Porches are not required. Garage may intrude at a max of eight (8) feet in front of the front façade, but still must honor the minimum twenty (20) feet front setback. In the event a front porch is constructed, the front porch shall be considered the front façade and shall meet the minimum twenty (20) feet front yard setback.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious Surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Roof Overhang: The eaves of the roof are permitted to encroach into the front, side, and rear setbacks.

Lot Type B – 50' Lot

Minimum Lot Area: The minimum lot area shall be six thousand (6,000) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line five (5) feet, but Front Porches are not required. Garage may intrude at a max of eight (8) feet in front of the front façade, but still must honor the minimum twenty (20) feet front setback.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious Surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Roof Overhang: The eaves of the roof are permitted to encroach into the front, side, and rear setbacks.

Lot Type C – 60' Lot

Minimum Lot Area: The minimum lot area shall be seven thousand two hundred (7,200) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line five (5) feet, but Front Porches are not required. Garage may intrude at a max of eight (8) feet in front of the front façade, but still must honor the minimum twenty (20) feet front setback.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Impervious Surface: Maximum sixty percent (60%) of the total lot area shall be covered by the main house and accessory structures.

Garage Orientation: May face the street.

Roof Overhang: The eaves of the roof are permitted to encroach into the front, side, and rear setbacks.

1.3 Front Door: There must be a primary access door facing the public street.

1.4 Lot Type A Location: Lot Type A shall be restricted to lots adjacent to Minor Collector currently known as Holford and the Union Pacific railroad tracks, as shown in the Concept Plan attached herein.

1.5 Minimum House Size: Unless otherwise stated below, minimum air-conditioned space in dwelling unit shall be 1,500 square feet for Lot Type A, 1,700 square feet for Lot Type B, and 1,800 square feet for Lot Type C.

1.6 Residential Parking: The off-street residential parking requirement is a minimum of two (2) enclosed vehicle spaces for each dwelling unit that shall be located behind the front building line, and each residence shall also have two (2) parking in the driveway.

1.7 Residential Architectural, Landscape, Hardscape Standards

1. Architectural Standards

i. Maximum building height of a Residence shall be thirty-five (35) feet.

ii. Anti Monotony Requirements.

a) No front house elevation on a single-family residence shall be repeated on the same side of the street unless it is separated by a minimum of four (4) lots from the same elevation. No front house elevation on a single-family residence shall be repeated directly across the street or within four (4) lots of one another on either side of the residence on either side of the street.

b) Same Side of the Street. No combination of brick color, mortar color, and sand color shall be repeated for every two residences. Street and alley intersections are acceptable separation elements.

iii. Garages

a) Garages shall conform to all City ordinances and requirements with regard to setbacks, location, and type unless specified in these Development Regulations. Should the City's ordinance not contain all or any portion of certain design or construction

requirements, the ACC shall be the sole authority as to construction and design criteria or requirements.

- b) Each Residence erected on a Lot shall provide off-street parking space (inclusive of garage space) for a minimum of four (4) automobiles.
- c) Garages shall be a minimum of 365 square feet.

iv. Roof Slopes, Colors, and Restrictions

- a) The minimum slope may not be less than a 6-in-12 slope, unless an accent roof which may be minimum 4-in-12, without the express written consent of the City and the ACC.
- b) Dormers may be used and shall be compatible with the architectural style of the residence.
- c) The Owner is responsible for the maintenance and repairs to the roof of his/her Residence. Repair or replacement of a roof must have the prior written consent of the City and the ACC prior to installation.

v. Residential Landscaping

- a) Trees: Requirements per lot type:
 - 1. Lot Type A – At least one (1) tree with a minimum of 3”-caliper in the front yard and at least one (1) additional tree with a minimum of 3”-caliper in a location determined by the builder.
 - 2. Lot Type B & C – At least two (2) trees with a minimum of 3”-caliper in the front yard and at least one (1) additional tree with a minimum of 3”-caliper in a location determined by the builder.
 - 3. All trees described here shall be planted by the homebuilder and must be planted prior to the final inspection.
- b) Shrubbery and Planting Beds: Each lot type shall contain at least one (1) ornamental tree and have planting beds containing a minimum of fifteen one (1) gallon shrubs, six (6) three gallon shrubs, and two flats of flowers, and depending on the bed size, this number may be adjusted by the Builder upon written permission from the City and ACC. These shrubs and planting beds shall be planted by the homebuilder.
- c) Trees: Trees shall be in locations approved by the City or authorized under these construction and design guidelines and/or the ACC.

- d) Full yard (front, side, and rear) sod and irrigation requirements for all Lots.
- e) There shall be a minimum fifteen (15) foot landscape buffer along all collectors including Holford and Alexander. The landscape buffer shall be installed by the Developer and shall consist at a minimum of one four (4) inch caliper tree every two hundred (200) feet planted by the Developer.

vi. Fences

- a) Fencing: Fencing front yards is not allowed.
- b) All wood fencing shall be stained and preserved as follows:
Manufacturer: Sherwin Williams, Color: Banyan Brown – apply per instructions.
- c) Wood Fencing
 - 1. The side and rear yard areas of each Lot shall be fenced beginning at least five (5) feet from the front façade of a Residence on a Lot.
 - 2. All fencing adjacent to public right-of-way, open spaces, or public view on a Lot shall be no less than six (6) feet in height from grade and shall be constructed board-on-board, with a top cap rail, of spruce wood or better with steel posts.
 - 3. Posts for all wood fences must not be visible on any fence facing the street, front of a home, any Common Area, Open Space, or other highly visible area.
 - 4. Fencing for interior Lots not visible from any visible public standpoint shall be constructed board-on-board of spruce wood or better.
 - 5. All wood fences shall adjust for grade and maintain at least one (1) inch gap between the ground and wood to prevent rotting or decay. Vertical posts spacing should be no more than eight (8) feet on center or less and set in concrete post footings of a minimum of twenty-four (24) inches deep for six (6) foot high fences. All fencing shall include a top cap or trim.
- d) Wrought Iron / Tubular Steel / Decorative Metal Fencing
 - 1. The use of wrought iron, tubular steel, and/or decorative metal fencing shall comply with the City's ordinance in regard to location, material, height, and style. Wrought iron, tubular steel, and/or decorative

metal fencing is required for the portion of any Lot's boundary that is adjacent to an Amenity, Open Space, Greenbelt, or other Open Areas and shall be installed by the Developer. The ACC will use the City's ordinance and building and zoning standards as the design rule for wrought iron / tubular steel fencing.

2. Wrought iron, tubular steel, and/or decorative metal fencing, to be installed by the Developer, shall be black and of a type designed to be rust proof and suitable for Texas weather.
3. Minimum height shall be no less than six (6) feet.
4. Wrought iron, tubular steel, and/or decorative metal fencing, installed by the Developer, shall be required along the boundary line of any Lot adjacent to an Amenity, Open Space, Greenbelt, or other Open Areas. The Developer shall be responsible for constructing fencing on any Amenity, Open Space, Greenbelt, or other Open Areas not adjacent to single family lots.

2.0 Screening Regulations

2.1 Residential: The screening requirement for all residential uses shall be a six (6) foot solid masonry wall conforming to the City Regulations and to be maintained by the HOA. This screening wall shall be required for lots backing or siding to an external roadway or the railroad.

2.2 Whenever an off-street parking or vehicular use area abuts a public right-of-way, except a public alley, a perimeter landscape area of at least 15 feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. An appropriate landscape screen or barrier shall be installed in this area and the remaining area shall provide for grass, turf, shrubbery, seasonal color, and trees.

3.0 Subdivision Regulation

3.1 Development shall meet the standards as required in the City of Pilot Point Subdivision Ordinance and Design Construction Specifications and Standards Manual, except as amended herein.

4.0 Cluster Mailbox Standards

4.1 Location: Cluster mailboxes shall be for only as many addresses are required by post office and shall be in strategic HOA lots off public right-of-way.

5.0 Trail Standards

- 5.1 Where the trail crosses floodplain, no bridges/culverts shall be required. However, when the trail crosses a creek, either a low water crossing, culverts, or pedestrian bridge must be installed.
- 5.2 Trails shall be constructed as depicted on the Concept Trail Plan as shown in Exhibit C-4 and as depicted on the current City Master Park Plan.
- 5.3 Trails shall be eight (8) feet in width and constructed with concrete. If contained by a hard edge, granite gravel, wood chips or other similar material may be occasionally utilized to complement the trail surroundings.

6.0 Tree Mitigation

- 6.1 No tree mitigation shall be required; however, Developer, its successors and assigns shall take reasonable care during design and construction to protect as many 10" or larger caliper trees as possible.

7.0 Parkland Dedication

- 7.1 Parkland dedication or a fee in lieu of dedication shall be made in accordance with City Regulations.

8.0 Street Lights

- 8.1 Street lights shall be installed on divided thoroughfares where Developer is constructing one fully roadway section edge. For the avoidance of doubt, Developer shall only be obligated to construct street lights on the portions of the roadways constructed by Developer which are adjacent to the Development.

EXHIBIT E

Home Buyer Disclosure Program

The Developer for the Lake Henzler Village Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PID on the City’s web site.

The Developer shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when it is discovered that any requirement is not being complied with.

EXHIBIT F

Landowner Agreement

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of _____, between the City of Pilot Point, Texas (the “City”), a home-rule municipality of the State of Texas (the “State”), and Lake Henzler Village, LP, a Texas limited liability company (the “Landowner”).

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner Parcel”) which is located within the Lake Henzler Village Public Improvement District (the “District”) in the City; and

WHEREAS, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the “Assessment Ordinance”) for the Authorized Improvements and the Service and Assessment Plan (as updated and amended, the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on the Landowner Parcel in the District that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.

AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on Exhibit I, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

- (i) each Assessment levied by the City on the Landowner Parcel within the District (the “Assessments”), as shown on the assessment roll attached as Appendix ___ to the Service and Assessment Plan (the “Assessment Roll”);
- (ii) the Authorized Improvements specially benefit the District, and the Landowner’s Parcel, in an amount at least equal to the Assessment levied on the Landowner’s Parcel within the District, as such Assessment is shown on the Assessment Roll;
- (iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;
- (iv) the obligation to pay the Assessment levied on the Landowner owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;
- (v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney’s fees, if incurred, is a first and prior lien against the Landowner Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner Parcel regardless of whether such owner is named;
- (vi) the Assessment lien on the Landowner Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

- (vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;
- (viii) the owner of the Landowner Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner Parcel;
- (ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and
- (x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

- (i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Denton County, as a lien and encumbrance against such Landowner Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner Parcel owned by Landowner;

- (ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner Parcel subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and
- (iii) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases the Landowner Parcel, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II.

OWNERSHIP AND CONSTRUCTION OF

AUTHORIZED IMPROVEMENTS

- A. **Ownership and Transfer of Authorized Improvements.** Landowner acknowledges that the portion of the Authorized Improvements benefitting the Landowner Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances

and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

- (i) Any subsequent owner of the Landowner Parcel shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the Landowner Parcel within the District, to stage on the Landowner Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Denton County, Texas.
- (ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III.

COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

- (i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.
- (ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.
- (iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.
- (iv) Landowner is, subject to all matters of record in the Denton County, Texas Real Property Records, the sole owner of the Landowner's Parcel.
- (v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

- (vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements.

The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	Attn: Britt M. Lusk, City Manager City of Pilot Point 102 E. Main Street Pilot Point, Texas 76258
With a copy to:	Attn: Brenda McDonald, City Attorney Brenda N. McDonald, PLLC 6490 Fortune Road Fort Worth, Texas 76116
To the Developer:	Attn: Elias T. Dragon Lake Henzler Village, LP 779 W. Main Street Coppell, Texas 75019
With a copy to:	Attn: Brian King West & Associates, L.L.P. 320 South R. L. Thornton Freeway, Suite 300 Dallas, Texas 75203

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner Parcel, and the holders of or trustee for any bonds secured by Assessment Revenues to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Denton County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Denton County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the “Effective Date”) upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner Parcel upon payment in full of the Assessment(s) against such Landowner Parcel.

I. Statutory Verifications. The Developer makes the following representations and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such

verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(i) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(ii) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(iii) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(iv) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[Signature pages to follow]

Lake Henzler Village, LP
a Texas limited liability company,

By: _____

Elias T. Dragon,
Managing Director

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 2024, by Elias T. Dragon in his capacity as Managing Director of Lake Henzler Village, LP, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of _____ of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of _____ by Lake Henzler Village, LP, a Texas limited liability company (the “Landowner”).

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Denton County, Texas, which is described in the attached **Exhibit I** (the “Landowner’s Parcel”).
- B. The City Council of the City of Pilot Point, Texas (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Lake Henzler Village Public Improvement District (the “District”) by the then record owners taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Denton County) in the area requested to be included in the District and the record owners of taxable real property that constitute more than fifty percent (50 %) of all of the area of all taxable real property that are liable for assessment within the area requested to be included in the District, created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (the “Assessments”) on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement

district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declaration, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial

foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. Amendments: This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of Denton County, Texas.

4. Third-Party Beneficiary: The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.

5. Notice to Subsequent Purchasers: Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

**NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT
ASSESSMENT TO THE CITY OF PILOT POINT, DENTON COUNTY, TEXAS
CONCERNING THE PROPERTY AT [Street Address]**

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Pilot Point, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Pilot Point, 102 E Main Street, Pilot Point, Texas 76258.

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

Lake Henzler Village, LP,
a Texas limited liability company,

By: _____

Elias T. Dragon,

Managing Director

STATE OF TEXAS)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 2024, by _____ in his capacity as Manager of Lake Henzler Village, LP, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of Lake Henzler Village, LP.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Lake Henzler Village Public Improvement District and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Landowner Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Landowner Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT G

Certification for Payment Form

The undersigned is an agent for Lake Henzler Village, LP (the “Developer”) and requests payment from the Improvement Account of the Project Fund (as defined in the Bond Indenture) from the City of Pilot Point, Texas (the “City”) in the amount of \$_____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements related to the Lake Henzler Village Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Bond Indenture.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this payment request form on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Bond Indenture; and (ii) are consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Bond Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
6. The work with respect to the Authorized Improvement(s) referenced below (or their completed segment, section or portion thereof) has been completed and the City may begin inspection of the Authorized Improvement(s).

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

As required by the Bond Indenture, the Actual Costs for the Authorized Improvement(s) shall be paid as follows:

Authorized Improvement:	Amount to be paid from the Project Fund	Total Cost of Authorized Improvement

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Development Agreement, after receiving this payment request, the City is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

By: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The undersigned is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the Certification for Payment is approved and the Trustee is directed to disburse the requested payments from the Improvement Account of the Project Fund, in accordance with the Certification for Payment. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the undersigned from asserting claims under the Bond Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Authorized Improvement.

CITY OF PILOT POINT, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT H

Closing Disbursement Request

The undersigned is an agent for Lake Henzler Village, LP , (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund] [the Improvement Account of the Project Fund] from_____, (the “Trustee”) in the amount of___DOLLARS (\$) for costs incurred in the establishment, administration, and operation of the Lake Henzler Village Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Authorized Improvement Costs incurred by Developer with the establishment of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Bond Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

By: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

CITY OF PILOT POINT, TEXAS

By: _____

Name: _____

Title: _____

Date: _____



Planning and Zoning Commission Staff Report

Meeting Date: January 21, 2026

Submitted By: Darrell Gentry, Community Services Director

Item Type: Action Item

Agenda Section: Regular Agenda

Subject: Discuss and make a recommendation for a Preliminary Plat request to create up to 392 residential and open space lots on 112.53 acres generally located at the northeast corner of Alexander Road and West Holford Road in the City of Pilot Point.

Background Information: This request is discuss and consider a Preliminary Plat to subdivide 112.53 acres+/- . The proposed plat would create up to 368 single-family residential lots with associated open space lots, an amenity center, a nature preserve and trail system in the project. The property owner is requesting voluntary annexation into the City of Pilot Point, which will be separately considered by the City Council. A Zone Change request was heard earlier which will now be considered and acted on by the City Council. This proposed preliminary plat has been reviewed for conformance to the City's Subdivision Ordinance. This proposed subdivision has an approved Development Agreement with specific site development requirements and standards.

Commission consideration

- a. Staff overview and recommendation with suggested motion.
- b. Applicant presentation.
- c. Hear public testimony.
- d. Discuss and make a recommendation to City Council.

Lots sizes will vary within the project. 40-foot wide lots will be restricted to locations adjacent to West Holford and the railroad right-of-way on the east. A maximum number of 25% of the total lots will be 40-foot wide lots. A maximum number of 25 % of total lots will be 60-foot wide lots. The remainder will be 50-foot wide

lots. Open space lots, including an amenity center location, will total approximately 24.5 +/- acres. A multi-use trail system is located along the property perimeter. An onsite lake/pond will be retained as a project amenity. A separate amenity center is centrally located for all residential lots and connection to the perimeter trail system. Alexander Road is a 60-wide residential collector on the City Master Thoroughfare Plan. Road improvements will be required at the time of civil construction and in accordance with the approved Development Agreement terms. Primary access to the project is anticipated to be West Holford.

Surrounding Land Uses and Zoning:

The surrounding land uses are:

North - Lake Ray Roberts.

South - Manufactured and single-family residential housing on West Holford.

East - Texas and Pacific Railroad.

West - Vacant lands and scattered single family residential along North Alexander Road.

The Preliminary Plat must be found to meet these findings:

1. Be consistent with zoning district development standards.

Planned Development (PD) with base zoning standards for SF-2 zoning is proposed for Henzler Village subdivision. The Preliminary Plat, as presented, will create a mix of lot sizes that meet the approved Development Agreement terms and standards.

2. Be consistent with adopted master plans, such as the Future Land Use, Parks and Trail and Master Thoroughfare Plans, which will also provide public improvements, including water, sewer, roads and storm drain systems.

Water and sewer service will be provided by City of Pilot Point. All construction plans and service inspections for water and sewer service shall be installed according to City specifications and requirements. There is water and sewer capacity to serve this project with the existing and planned expansion of water and sewer facilities in West Holford and Montague Street.

3. Be in accordance with City interlocal agreements with the County, especially if the proposal is located in whole or part of the City's ETJ.

The Preliminary Plat is within the boundaries of the City of Pilot Point once annexation is approved by the City Council. There are no interlocal agreements affecting this proposed plat.

4. Be reviewed by applicable City staff.

The Preliminary Plat application and map have been reviewed by City staff. The Preliminary Plat is consistent with this finding. Further review will be required during the Civil Construction Plan approval process.

5. Be in conformance with the City's adopted design and construction standards.

The Preliminary Plat, as determined by City staff, is in conformance with the City's adopted Subdivision Ordinance requirements for preliminary platting.

6. Be consistent with the Comprehensive Plan.

The Preliminary Plat is consistent with the newly adopted Comprehensive Plan, Future Land Use Plan, Countryside designation by implementing a master planned community with public and private facilities and land uses that provides a walkable neighborhood, balanced growth, planned trails and preservation of natural areas.

Drainage

City requirements for lot drainage specify that all lots drain to the street area and not drain to the rear yard or adjacent lots. Civil construction plans must provide detailed lot drainage improvements that meet city requirements. Grading plans for development must satisfy these requirements in order for civil construction plans to be approved for site development.

Streets and Stormwater

Stormwater system and street improvements will be required to meet the City's minimum design standards and specifications.

Parkland Dedication

The Subdivision Ordinance specifies parkland dedication for new residential developments. Parkland dedication for Henzler Village with 368 SF lots is calculated to be 9.2 acres.

A nature preserve area, approximately 24.5 acres +/- in size, will be provided. Public access trails are being provided in the Henzler Village subdivision.

Financial Information:

Suggested Action:

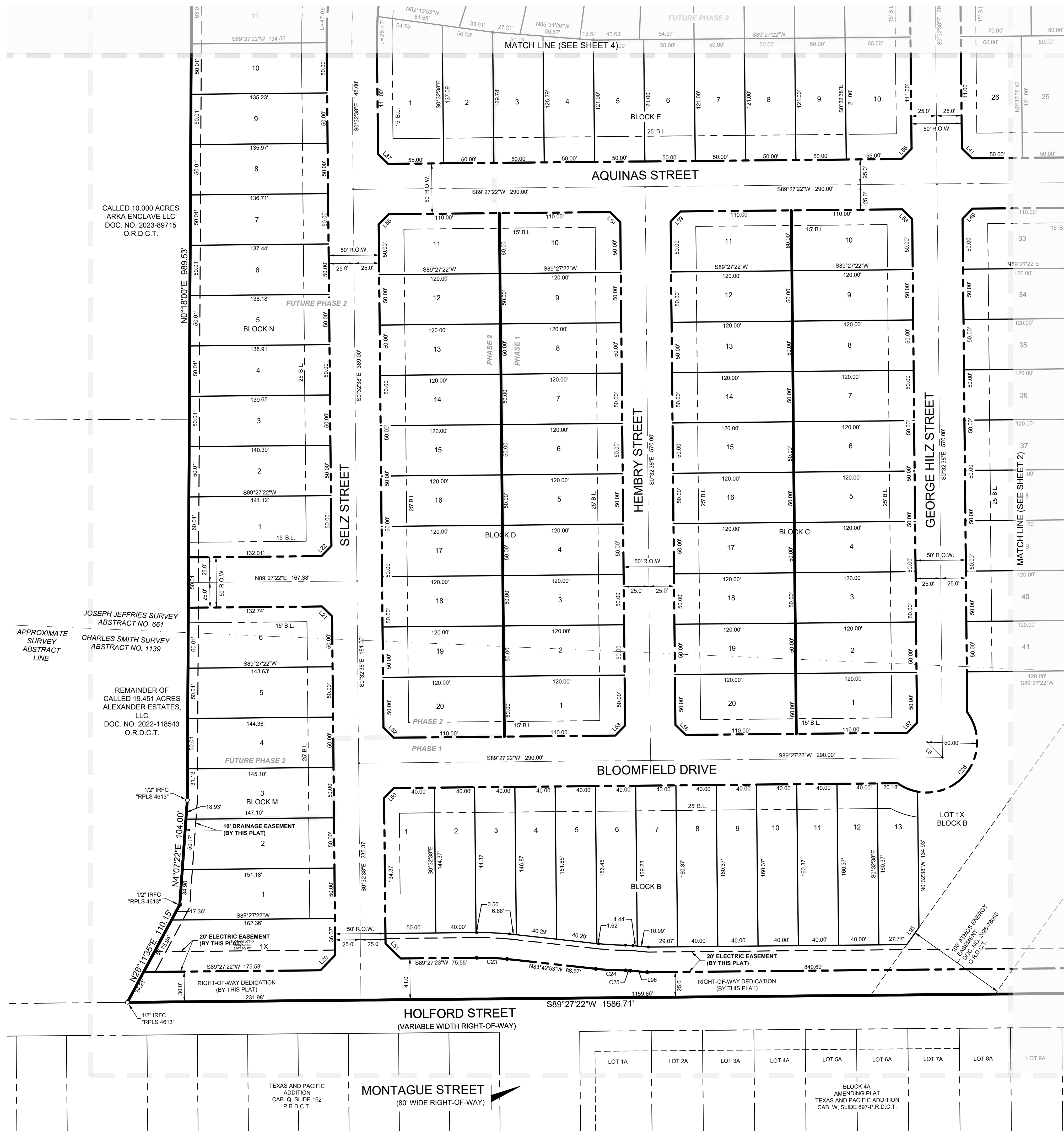
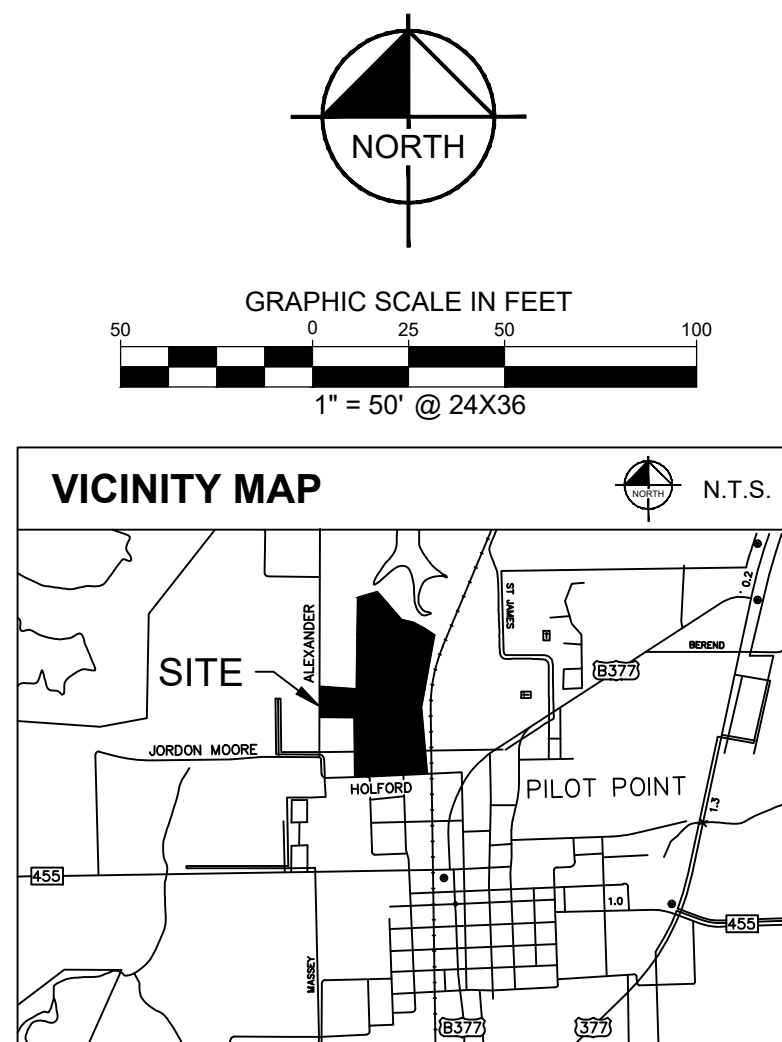
The Commission is responsible for making a recommendation to the City Council regarding proposed subdivision of land related to the criteria as spelled out in Section 10.03.001 of the Subdivision Ordinance.

Staff recommends that the Commission make a recommendation to approve the Preliminary Plat as presented. The suggested motion is:

“Move to recommend approval of the preliminary plat as presented subject to completion of voluntary annexation request.”

Attachments:

1. Henzler Village Preliminary Plat



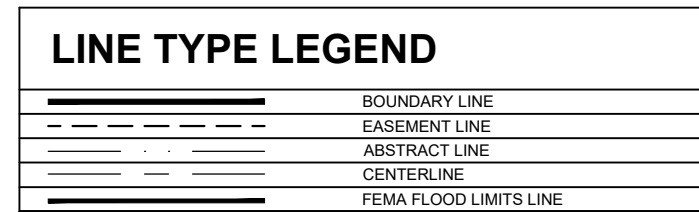
PRELIMINARY PLAT
FOR REVIEW
PURPOSES ONLY

PRELIMINARY PLAT
HENZLER VILLAGE

LOTS 1X, 2X, 1-154, BLOCK A,
LOTS 1X, 1-43, BLOCK B
LOTS 1-22, BLOCK C, LOTS 1-22, BLOCK D
LOTS 1-19, BLOCK E, LOTS 1-16, BLOCK F
LOTS 1-30, BLOCK G, LOTS 1-13, BLOCK H
LOTS 1-10, BLOCK I, LOTS 1-11, BLOCK J
LOT 1X, BLOCK K, LOTS 1X, 1-2, BLOCK L
LOTS 1X, 1-6, BLOCK M,
LOTS 1X, 2X, 1-20, BLOCK N &
LOTS 1X, 1-5, BLOCK O

BEING A PORTION OF THAT CERTAIN TRACT
CONVEYED TO LAKE HENZLER VILLAGE, L.P.
RECORDED IN DOC. NO. 2025-107586,
OFFICIAL RECORDS, DENTON COUNTY, TEXAS
AND BEING
112.534 ACRES SITUATED IN THE
JOSEPH JEFFRIES SURVEY, ABSTRACT NO. 661 AND
CHARLES SMITH SURVEY, ABSTRACT NO. 1139
CITY OF PILOT POINT, DENTON COUNTY, TEXAS
PREPARED ON NOVEMBER 03, 2025
CITY CASE NO.

Kimley»Horn		Tel. No. (817) 335-6511 www.kimley-horn.com	
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102		FIRM # 10194040	
<u>Scale</u> 1" = 50'	<u>Drawn by</u> CM	<u>Checked by</u> DJD	<u>Date</u> NOV. 2025
		<u>Project No.</u> 060014200	<u>Sheet No.</u> 1 OF 10



Kimley»Horn 801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102		FIRM # 10194040		Tel. No. (817) 335-6511 www.kimley-horn.com	
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 50'	CM	DJD	NOV. 2025	060014200	2 OF 10
OWNER: Lake Henzler Village, L.P. 779 W. Main Street Coppell, Texas 75019 Ph: 214-460-9121 Contact: Eli Dragon					
ENGINEER: Kimley-Horn and Associates, Inc. 13455 Noel Road, Two Galleria Office Tower, Suite 700 Dallas, TX 75240 Ph: 972-335-3580 Contact: Carlos E. Leal, PE					

PRELIMINARY PLAT
HENZLER VILLAGE

LOTS 1X, 2X, 1-154, BLOCK A,
LOTS 1X, 1-43, BLOCK B
LOTS 1-22, BLOCK C, LOTS 1-22, BLOCK D
LOTS 1-19, BLOCK E, LOTS 1-16, BLOCK F
LOTS 1-30, BLOCK G, LOTS 1-13, BLOCK H
LOTS 1-10, BLOCK I, LOTS 1-11, BLOCK J
LOT 1X, BLOCK K, LOTS 1X, 1-2, BLOCK L
LOTS 1X, 1-6, BLOCK M,
LOTS 1X, 2X, 1-20, BLOCK N &
LOTS 1X, 1-5, BLOCK O

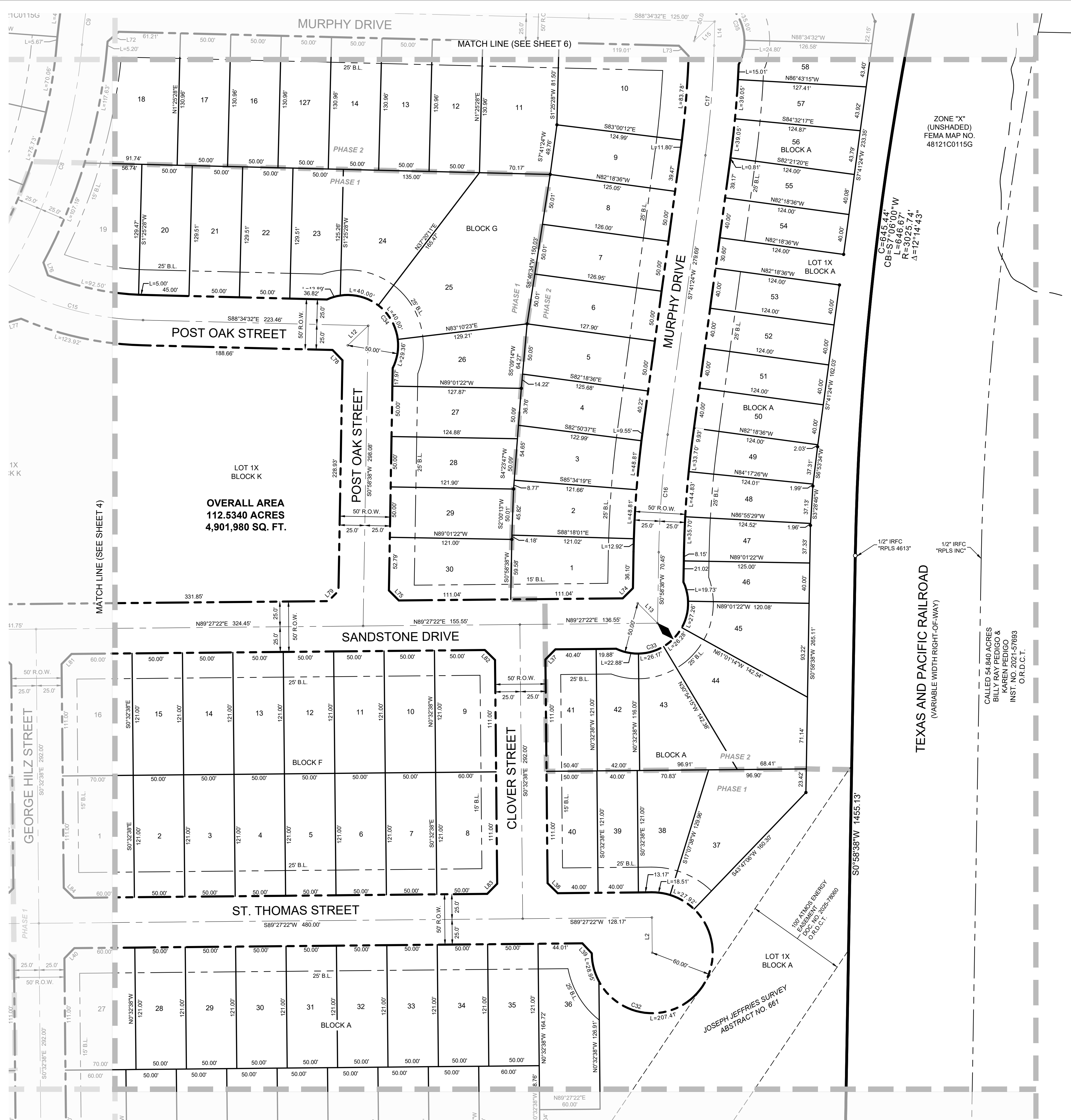
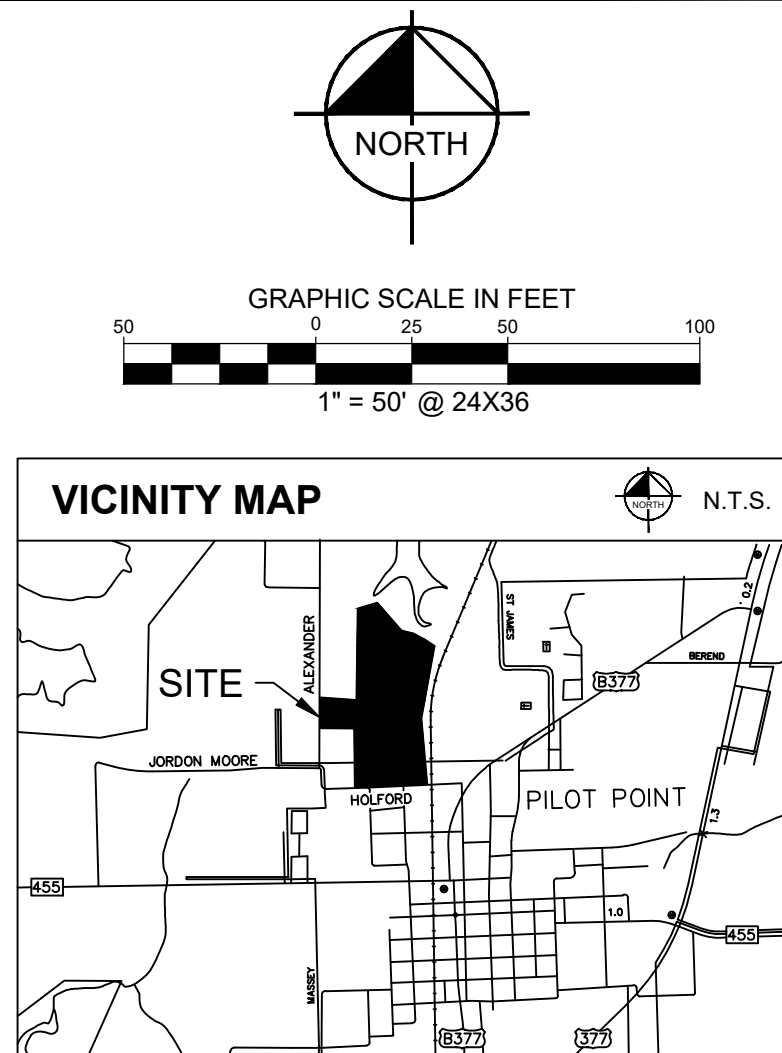
BEING A PORTION OF THAT CERTAIN TRACT
CONVEYED TO LAKE HENZLER VILLAGE, L.P.
RECORDED IN DOC. NO. 2025-107586,
OFFICIAL RECORDS, DENTON COUNTY, TEXAS
AND BEING
112.534 ACRES SITUATED IN THE
SEPH JEFFRIES SURVEY, ABSTRACT NO. 661 AND
SEPH CHARLES SMITH SURVEY, ABSTRACT NO. 1139
CITY OF PILOT POINT, DENTON COUNTY, TEXAS
PREPARED ON NOVEMBER 03, 2025
CITY CASE NO. _____

Kimley»»Horn

<u>Scale</u> 1" = 50'	<u>Drawn by</u> CM	<u>Checked by</u> DJD	<u>Date</u> NOV. 2025	<u>Project No.</u> 060014200	<u>Sheet No.</u> 2 OF 10
--------------------------	-----------------------	--------------------------	--------------------------	---------------------------------	-----------------------------

OWNER:
Lake Henzler Village, L.P.
779 W. Main Street
Coppell, Texas 75019
Ph: 214-460-9121
Contact: Eli Dragon

ENGINEER:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria
Office Tower, Suite 700
Dallas, TX 75240
Ph: 972-335-3580
Contact: Carlos E. Leal, PE



PRELIMINARY PLAT
FOR REVIEW
PURPOSES ONLY

PRELIMINARY PLAT HENZLER VILLAGE

LOTS 1X, 2X, 1-154, BLOCK A,
 LOTS 1X, 1-43, BLOCK B
 LOTS 1-22, BLOCK C, LOTS 1-22, BLOCK D
 LOTS 1-19, BLOCK E, LOTS 1-16, BLOCK F
 LOTS 1-30, BLOCK G, LOTS 1-13, BLOCK H
 LOTS 1-10, BLOCK I, LOTS 1-11, BLOCK J
 LOT 1X, BLOCK K, LOTS 1X, 1-2, BLOCK L
 LOTS 1X, 1-6, BLOCK M,
 LOTS 1X, 2X, 1-20, BLOCK N &
 LOTS 1X, 1-5, BLOCK O

BEING A PORTION OF THAT CERTAIN TRACT
CONVEYED TO LAKE HENZLER VILLAGE, L.P.
RECORDED IN DOC. NO. 2025-107586,
OFFICIAL RECORDS, DENTON COUNTY, TEXAS
AND BEING
112.534 ACRES SITUATED IN THE
JEFFERIES SURVEY, ABSTRACT NO. 661 AND
CHARLES SMITH SURVEY, ABSTRACT NO. 1139
CITY OF PILOT POINT, DENTON COUNTY, TEXAS
PREPARED ON NOVEMBER 03, 2025
CITY CASE NO.

Kimley»»Horn

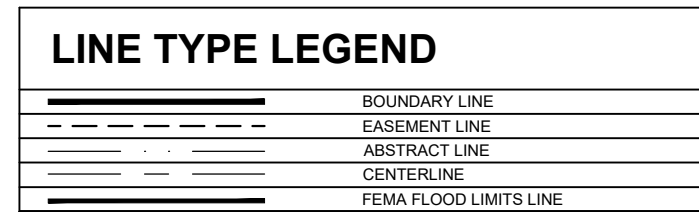
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

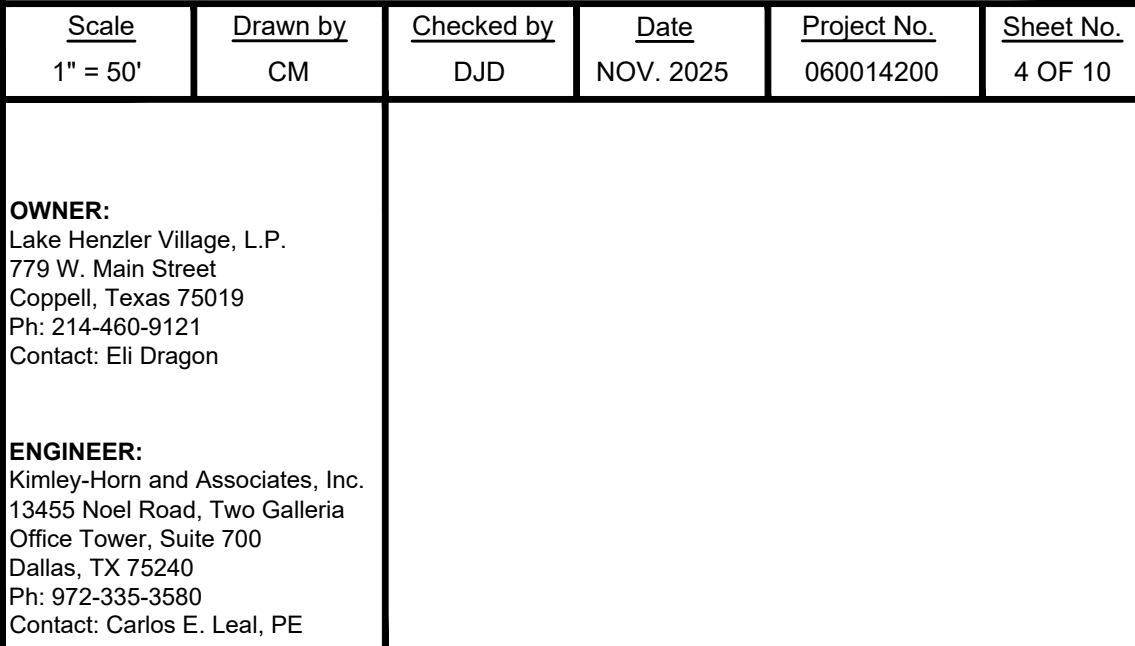
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 50'	CM	DJD	NOV. 2025	060014200	3 OF 10

OWNER:
 Lake Henzler Village, L.P.
 779 W. Main Street
 Coppell, Texas 75019
 Ph: 214-460-9121
 Contact: Eli Dragon

ENGINEER:
 Kimley-Horn and Associates, Inc.
 13455 Noel Road, Two Galleria
 Office Tower, Suite 700
 Dallas, TX 75240
 Ph: 972-335-3580
 Contact: Carlos E. Leal, PE



D.R.D.C.T.	=DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	=OFFICIAL RECORDS, DENTON COUNTY, TEXAS
DOC. NO.	= DOCUMENT NUMBER
VOL. / PG.	= VOLUME / PAGE
P.O.B.	= POINT OF BEGINNING
IRSC	= 5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA" SET
MNF	= MAG NAIL FOUND
PKF	= PK NAIL FOUND
(C.M.)	= CONTROLLING MONUMENT
CCR	=COVENANTS CONDITIONS RESTRICTIONS
HOA	=HOMEOWNERS ASSOCIATION
CO	=CERTIFICATE OF OCCUPANCY
ETJ	=EXTRA TERRITORIAL JURISDICTION



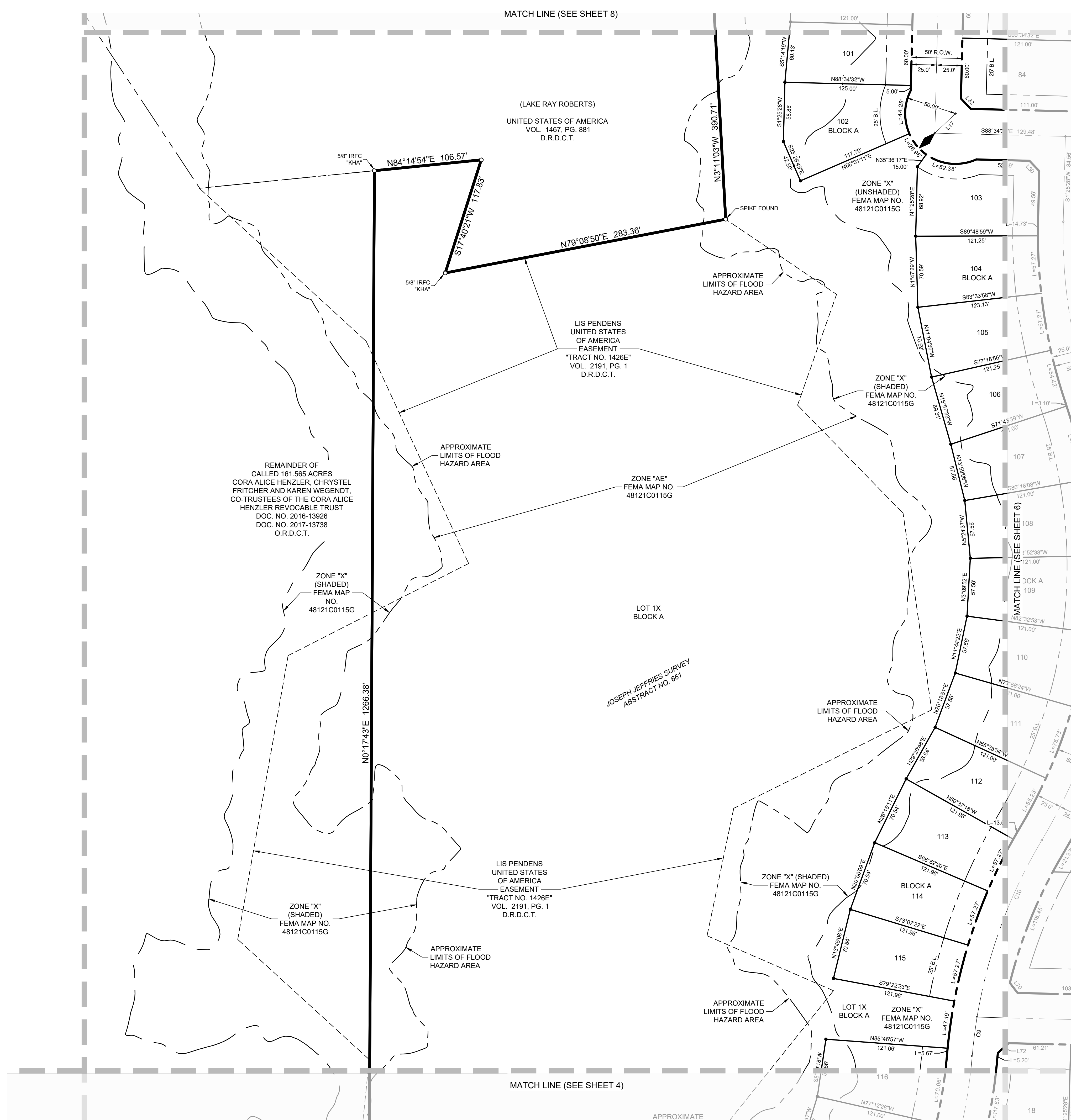
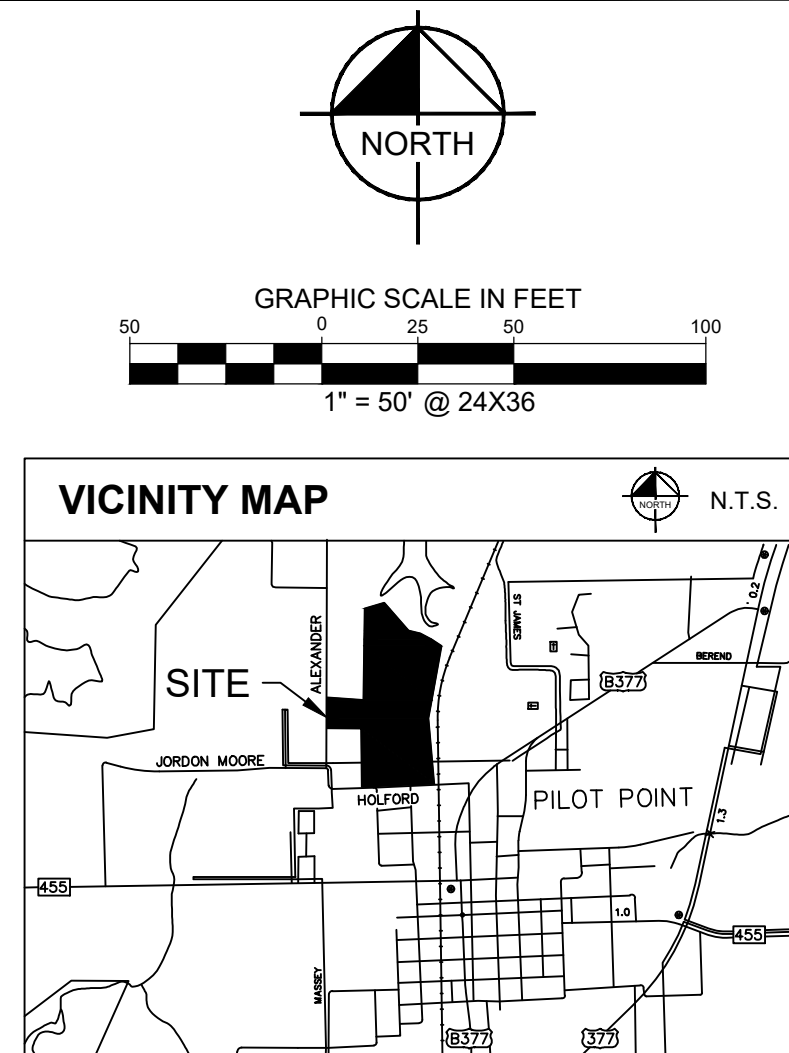
BEING A PORTION OF THAT CERTAIN TRACT
CONVEYED TO LAKE HENZLER VILLAGE, L.P.
RECORDED IN DOC. NO. 2025-107586,
OFFICIAL RECORDS, DENTON COUNTY, TEXAS
AND BEING
112.534 ACRES SITUATED IN THE
SEPH JEFFRIES SURVEY, ABSTRACT NO. 661 AND
CARPENTERS SMITH SURVEY, ABSTRACT NO. 1139
CITY OF PILOT POINT, DENTON COUNTY, TEXAS
PREPARED ON NOVEMBER 03, 2025
CITY CASE NO. _____

Kimley»»Horn

<u>Scale</u> 1" = 50'	<u>Drawn by</u> CM	<u>Checked by</u> DJD	<u>Date</u> NOV. 2025	<u>Project No.</u> 060014200	<u>Sheet No.</u> 4 OF 10
--------------------------	-----------------------	--------------------------	--------------------------	---------------------------------	-----------------------------

OWNER:
Lake Henzler Village, L.P.
779 W. Main Street
Coppell, Texas 75019
Ph: 214-460-9121
Contact: Eli Dragon

ENGINEER:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria
Office Tower, Suite 700
Dallas, TX 75240
Ph: 972-335-3580
Contact: Carlos E. Leal, PE



PRELIMINARY PLAT
FOR REVIEW
PURPOSES ONLY

PRELIMINARY PLAT HENZLER VILLAGE

LOTS 1X, 2X, 1-154, BLOCK A,
 LOTS 1X, 1-43, BLOCK B
 LOTS 1-22, BLOCK C, LOTS 1-22, BLOCK D
 LOTS 1-19, BLOCK E, LOTS 1-16, BLOCK F
 LOTS 1-30, BLOCK G, LOTS 1-13, BLOCK H
 LOTS 1-10, BLOCK I, LOTS 1-11, BLOCK J
 LOT 1X, BLOCK K, LOTS 1X, 1-2, BLOCK L
 LOTS 1X, 1-6, BLOCK M,
 LOTS 1X, 2X, 1-20, BLOCK N &
 LOTS 1X, 1-5, BLOCK O

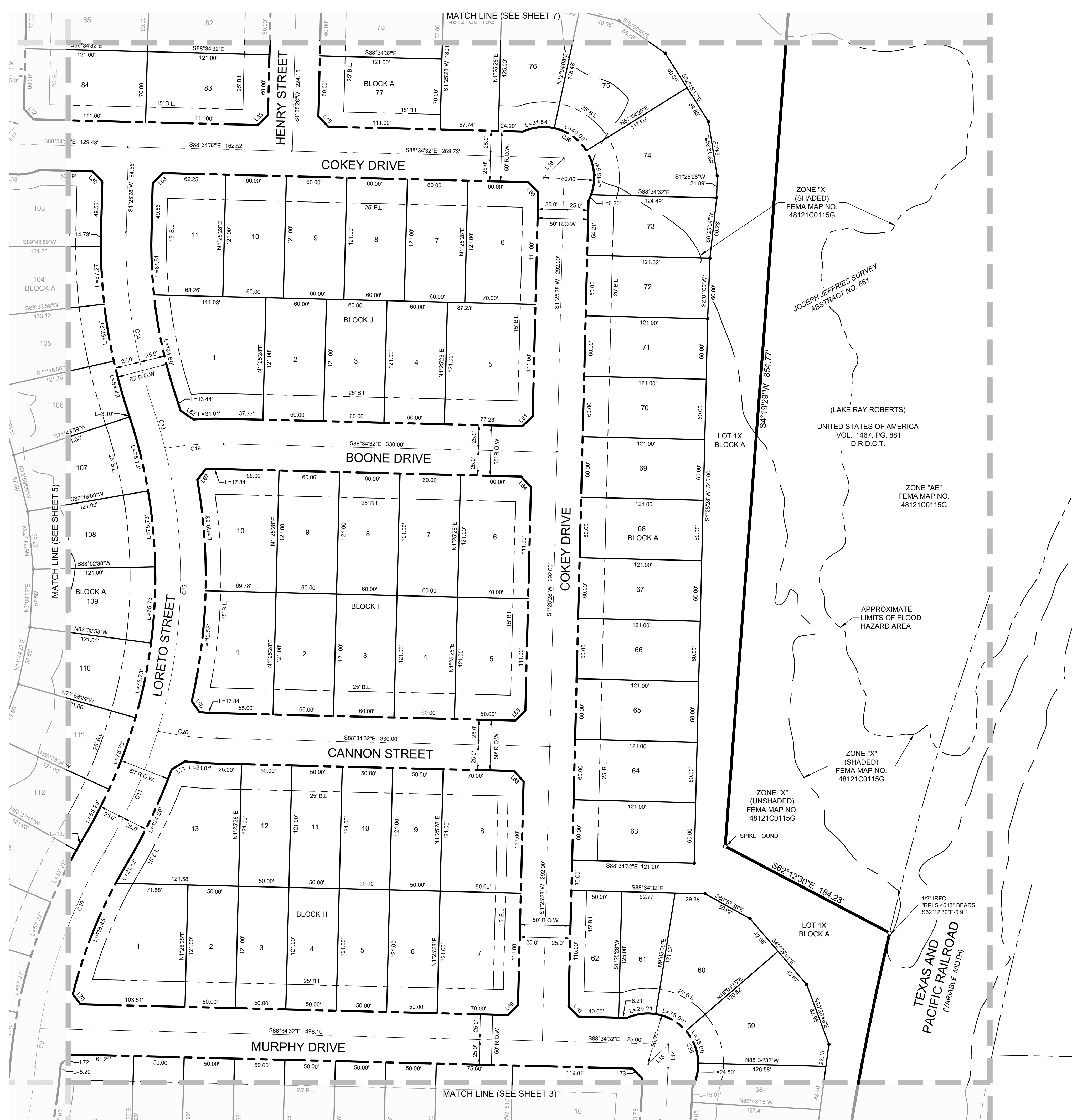
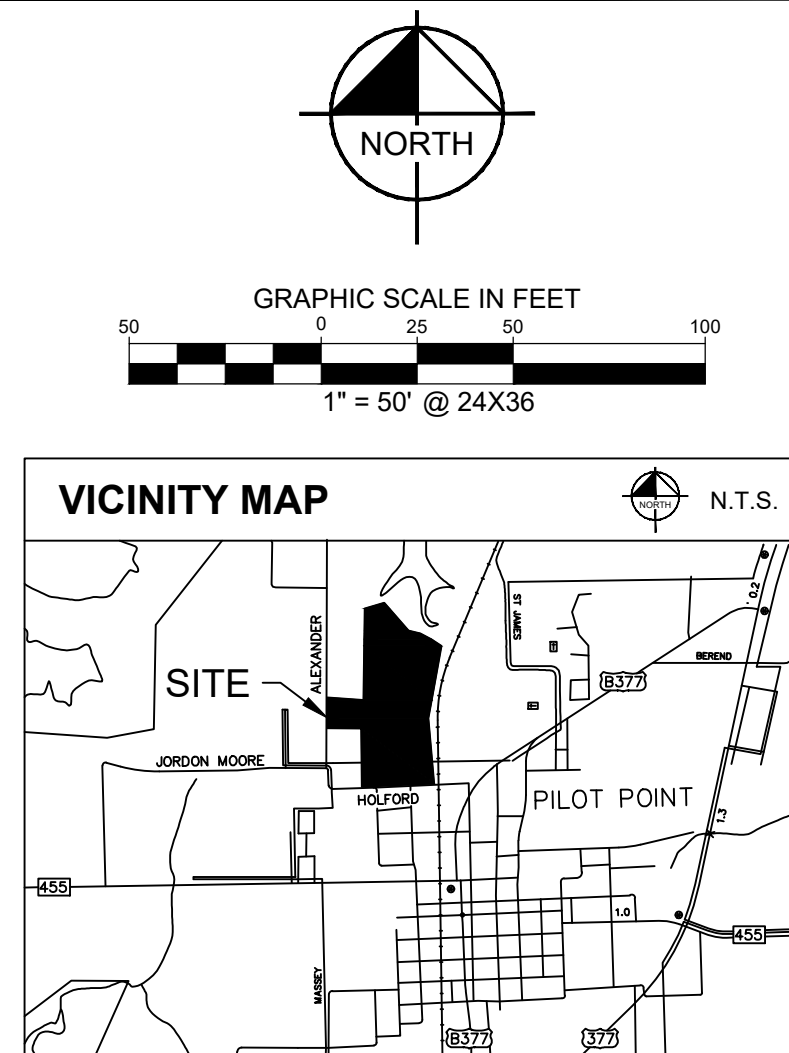
BEING A PORTION OF THAT CERTAIN TRACT
CONVEYED TO LAKE HENZLER VILLAGE, L.P.
RECORDED IN DOC. NO. 2025-107586,
OFFICIAL RECORDS, DENTON COUNTY, TEXAS
AND BEING
112.534 ACRES SITUATED IN THE
JOSEPH JEFFREYS SURVEY, ABSTRACT NO. 661 AND
CHARLES SMITH SURVEY, ABSTRACT NO. 1139
CITY OF PILOT POINT, DENTON COUNTY, TEXAS
PREPARED ON NOVEMBER 03, 2025
CITY CASE NO. _____

Kimley»»Horn

<u>Scale</u> 1" = 50'	<u>Drawn by</u> CM	<u>Checked by</u> DJD	<u>Date</u> NOV. 2025	<u>Project No.</u> 060014200	<u>Sheet No.</u> 5 OF 10
--------------------------	-----------------------	--------------------------	--------------------------	---------------------------------	-----------------------------

OWNER:
Lake Henzler Village, L.P.
779 W. Main Street
Coppell, Texas 75019
Ph: 214-460-9121
Contact: Eli Dragon

ENGINEER:
Kimley-Horn and Associates, Inc
13455 Noel Road, Two Galleria
Office Tower, Suite 700
Dallas, TX 75240
Ph: 972-335-3580
Contact: Carlos E. Leal, PE



PRELIMINARY PLAT
FOR REVIEW
PURPOSES ONLY

PRELIMINARY PLAT
HENZLER VILLAGE

LOTS 1X, 2X, 1-154, BLOCK A,
 LOTS 1X, 1-43, BLOCK B
 LOTS 1-22, BLOCK C, LOTS 1-22, BLOCK D
 LOTS 1-19, BLOCK E, LOTS 1-16, BLOCK F
 LOTS 1-30, BLOCK G, LOTS 1-13, BLOCK H
 LOTS 1-10, BLOCK I, LOTS 1-11, BLOCK J
 LOT 1X, BLOCK K, LOTS 1X, 1-2, BLOCK L
 LOTS 1X, 1-6, BLOCK M,
 LOTS 1X, 2X, 1-20, BLOCK N &
 LOTS 1X, 1-5, BLOCK O

BEING A PORTION OF THAT CERTAIN TRACT
CONVEYED TO LAKE HENZLER VILLAGE, L.P.
RECORDED IN DOC. NO. 2025-107586,
OFFICIAL RECORDS, DENTON COUNTY, TEXAS
AND BEING
112.534 ACRES SITUATED IN THE
JOSEPH JEFFRIES SURVEY, ABSTRACT NO. 661 AND
CHARLES SMITH SURVEY, ABSTRACT NO. 1139
CITY OF PILOT POINT, DENTON COUNTY, TEXAS
PREPARED ON NOVEMBER 03, 2025
CITY CASE NO.

Kimley»»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	CM	DJD	NOV. 2025	060014200	6 OF 10

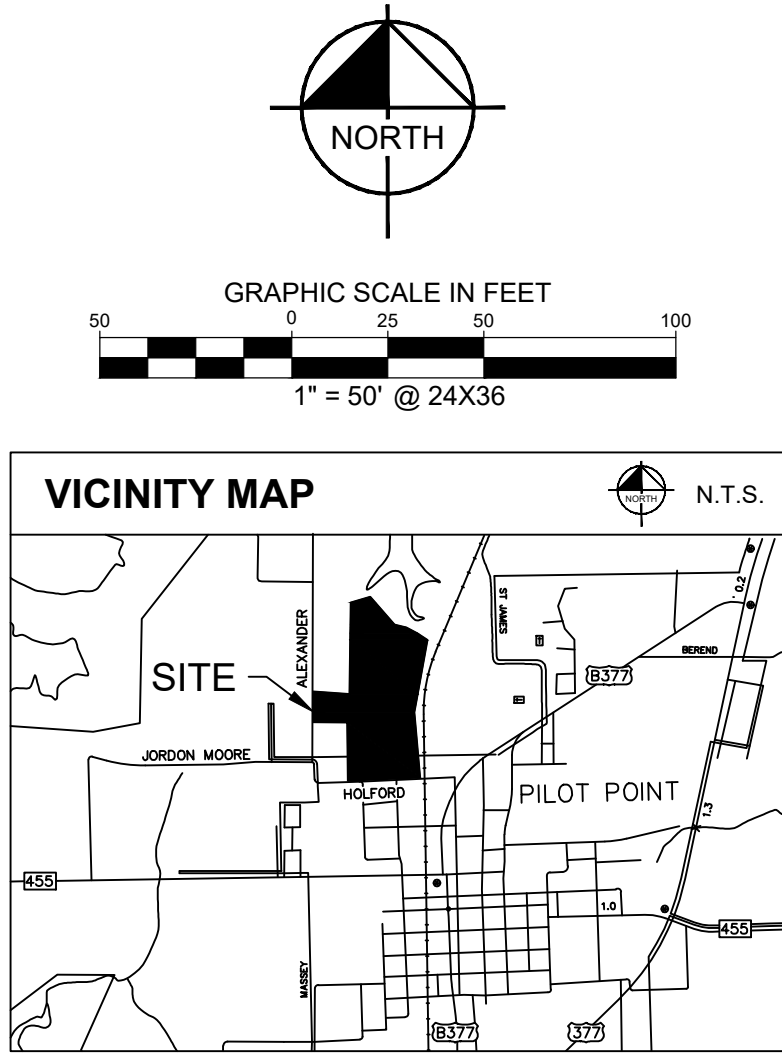
OWNER:
Lake Henzler Village, L.P.
779 W. Main Street
Coppell, Texas 75019
Ph: 214-460-9121
Contact: Eli Dragon

ENGINEER:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria
Office Tower, Suite 700
Dallas, TX 75240
Ph: 972-335-3580
Contact: Carlos E. Leal, PE

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	ABSTRACT LINE
	CENTERLINE
	FEMA FLOOD LIMITS LINE

LEGEND:

D.R.D.C.T.	=DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	=OFFICIAL RECORDS, DENTON COUNTY, TEXAS
DOC. NO.	= DOCUMENT NUMBER
VOL. / PG.	= VOLUME / PAGE
P.O.B.	= POINT OF BEGINNING
IRSC	= 5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA" SET
MNF	= MAG NAIL FOUND
PKF	= PK NAIL FOUND
(C.M.)	= CONTROLLING MONUMENT
CCR	=COVENANTS CONDITIONS RESTRICTIONS
HOA	=HOMEOWNERS ASSOCIATION
CO	=CERTIFICATE OF OCCUPANCY
ETJ	=EXTRA TERRITORIAL JURISDICTION

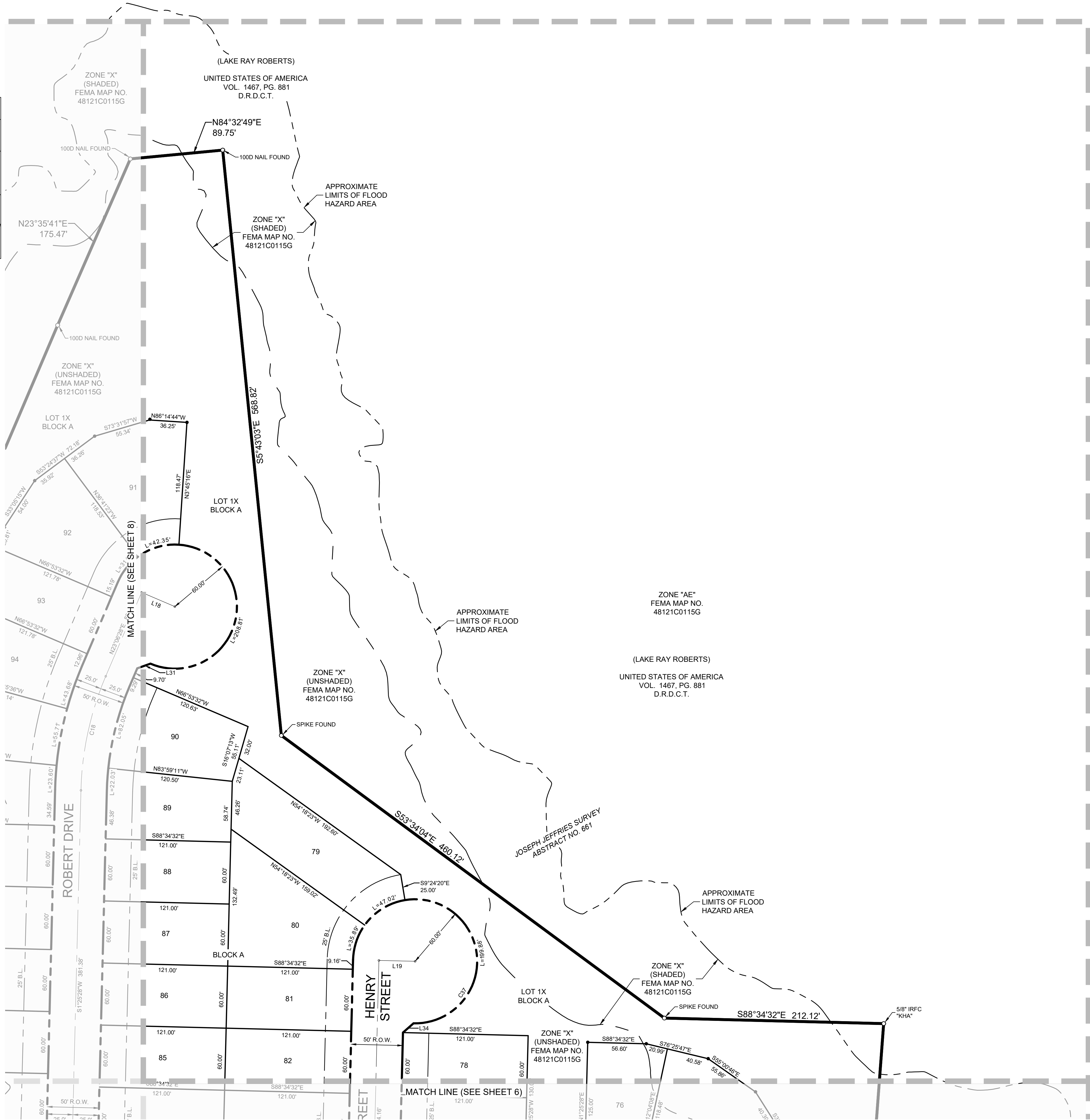


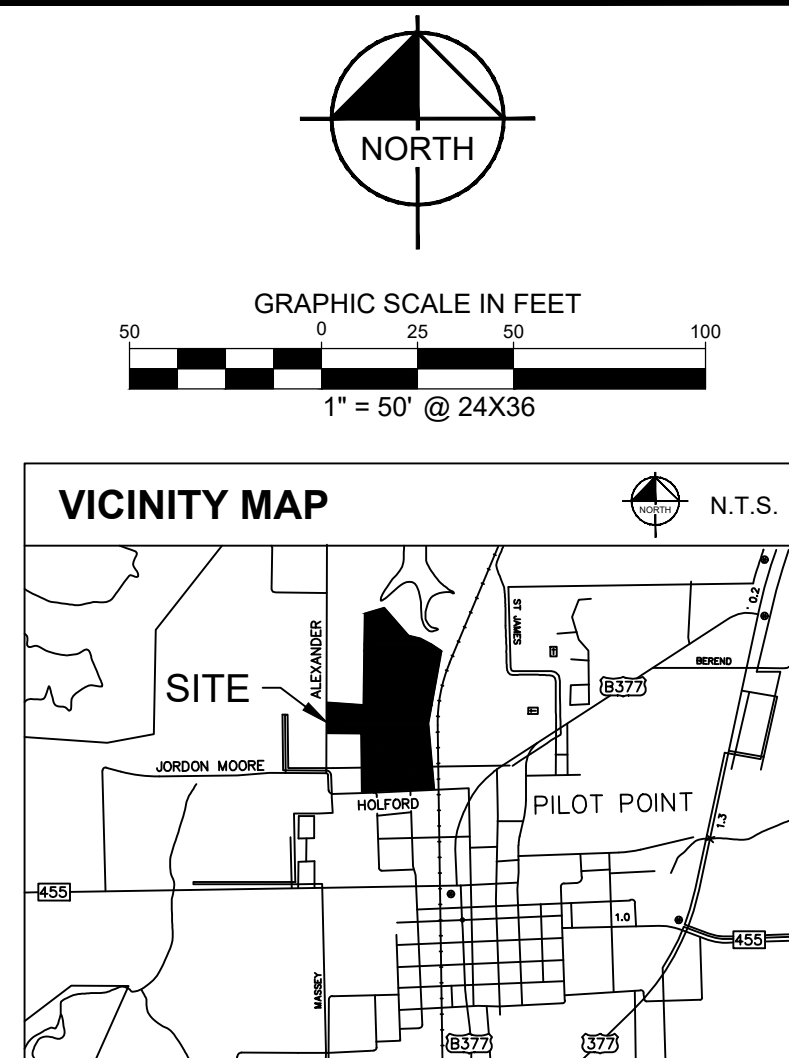
LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	ABSTRACT LINE
	CENTERLINE
	FEMA FLOOD LIMITS LINE

LEGEND:

D.R.D.C.T. =DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T. =OFFICIAL RECORDS, DENTON COUNTY, TEXAS

DOC. NO. = DOCUMENT NUMBER
VOL. / PG. = VOLUME / PAGE
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD WITH RED PLASTIC CAP
STAMPED "KHA" SET = MAG NAIL FOUND
MNF = PK NAIL FOUND
PKF = CONTROLLING MONUMENT
(C.M.) =COVENANTS CONDITIONS RESTRICTIONS
CCR =HOMEOWNERS ASSOCIATION
HOA =CERTIFICATE OF OCCUPANCY
CO =EXTRA TERRITORIAL JURISDICTION
ETJ





LOT 4, BLOCK 1
OAK TIMBER ESTATES
CAB. 5, SLIDE 252
P.R.D.C.T.

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	ABSTRACT LINE
	CENTERLINE
	FEMA FLOOD LIMITS LINE

LEGEND:

D.R.D.C.T. =DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T. =OFFICIAL RECORDS, DENTON COUNTY, TEXAS
DOC. NO. = DOCUMENT NUMBER
VOL. / PG. = VOLUME / PAGE
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD WITH RED PLASTIC CAP
STAMPED "KHA" SET
MNF = MAG NAIL FOUND
PK MAIL FOUND
(C.M.) = CONTROLLING MONUMENT
CCR =COVENANTS CONDITIONS RESTRICTIONS
HOA =HOMEOWNERS ASSOCIATION
ETJ =CERTIFICATE OF OCCUPANCY
ETJ =EXTRA TERRITORIAL JURISDICTION

ZONE "X"
(SHADED)
— FEMA MAP —
NO.
48121C0115G

JOSEPH JEFFRIES SURVEY
ABSTRACT NO. 661

(LAKE RAY ROBERTS)
UNITED STATES OF AMERICA
VOL. 1467, PG. 881
D.R.D.C.T.

ZONE "AE"
FEMA MAP NO
48121C0115G

ZONE "X"
(SHADED)
FEMA MAP NO.
48121C0115G

ZONE "X"
(SHADED)
FEMA MAP NO.
48121C0115G

N20°5

ZONE "AE"
— FEMA MAP NO.
48121C0115G

ZONE "X"
(SHADED)
FEMA MAP NO.
48121C0115G

MATCH LINE (SEE SHEET 5)

N23°35'41"E-

ZONE "X"
(UNSHADED)
FEMA MAP NO.
48121C0115G

LOT 1X
LOCK A

ROBERT DRIVE
60.00' 34.59'

PRELIMINARY PLAT
FOR REVIEW
PURPOSES ONLY

PRELIMINARY PLAT
HENZLER VILLAGE

LOTS 1X, 2X, 1-154, BLOCK A,
LOTS 1X, 1-43, BLOCK B
LOTS 1-22, BLOCK C, LOTS 1-22, BLOCK D
LOTS 1-19, BLOCK E, LOTS 1-16, BLOCK F
LOTS 1-30, BLOCK G, LOTS 1-13, BLOCK H
LOTS 1-10, BLOCK I, LOTS 1-11, BLOCK J
LOT 1X, BLOCK K, LOTS 1X, 1-2, BLOCK L
LOTS 1X, 1-6, BLOCK M,
LOTS 1X, 2X, 1-20, BLOCK N &
LOTS 1X, 1-5, BLOCK O

BEING A PORTION OF THAT CERTAIN TRACT
CONVEYED TO LAKE HENZLER VILLAGE, L.P.
RECORDED IN DOC. NO. 2025-107586,
OFFICIAL RECORDS, DENTON COUNTY, TEXAS
AND BEING
112.534 ACRES SITUATED IN THE
JOSEPH JEFFRIES SURVEY, ABSTRACT NO. 661 AND
CHARLES SMITH SURVEY, ABSTRACT NO. 1139
CITY OF PILOT POINT, DENTON COUNTY, TEXAS
PREPARED ON NOVEMBER 03, 2025
CITY CASE NO.

Kimley»»Horn

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 50'	CM	DJD	NOV. 2025	060014200	8 OF 10

OWNER:
Lake Henzler Village, L.F.
779 W. Main Street
Coppell, Texas 75019
Ph: 214-460-9121
Contact: Eli Dragon

ENGINEER:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria
Office Tower, Suite 700
Dallas, TX 75240
Ph: 972-335-3580
Contact: Carlos E. Leal, PE

OWNER'S CERTIFICATE:

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, Lake Henzler Village, L.P., is the owners of a tract of land situated in the Joseph Jeffries Survey, Abstract No. 661 and the Charles Smith Survey, Abstract No. 1139, City of Pilot Point, Denton County, Texas, being a portion of a called 112.534 acre tract of land described in the General Warranty Deed to Lake Henzler Village, L.P. recorded in Document No. 2025-107586 of the Official Records of Denton County, Texas (ORDCT), and being more particularly described as follows:

BEGINNING at a MAG-nail with washer stamped "RPLS 4613" found for the northwest corner of a called 10,000 acre tract of land described in Special Warranty Deed with Vendor's Lien to Arka Enclave LLC recorded in Document. No. 2023-89715 OPRDCT, being in the approximate centerline of Alexander Road (an apparent prescriptive right-of-way - no deed found);

THENCE with the a west line of said 161.565 acre tract and the approximate centerline of Alexander Road, North 0°17'43" East, a distance of 400.00 feet to a MAG-NAIL with washer stamped "KHA" set for corner;

THENCE over and across said 161.565 acre tract, the following courses and distances:

South 89°42'17" East, a distance of 890.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 0°17'43" East, a distance of 1266.38 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner in the south line of a tract of land described in General Warranty Deed to United States of America recorded in Volume 1467, Page 881 of the Deed Records of Denton County, Texas (DRDCT);

THENCE with the south line of said United States of America tract, the following courses and distances:

North 84°14'54" East, a distance of 106.57 feet to a point for corner;

South 17°40'21" West, a distance of 117.83 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 79°08'50" East, a distance of 283.36 feet to a spike found for corner;

North 3°11'03" West, a distance of 390.71 feet to a spike found for corner;

North 20°59'47" East, a distance of 210.27 feet to a 100d-nail found for corner;

North 23°06'28" East, a distance of 358.73 feet to a 100d-nail found for corner;

North 23°35'41" East, a distance of 175.47 feet to a 100d-nail found for corner;

North 84°32'49" East, a distance of 89.75 feet to a 100d-nail found for corner;

South 5°43'03" East, a distance of 568.82 feet to a spike found for corner;

South 53°34'04" East, a distance of 480.12 feet to a spike found for corner;

South 88°34'32" East, a distance of 212.12 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 4°19'29" West, a distance of 854.77 feet to a spike found for corner;

South 62°12'30" East, a distance of 184.23 feet to a point for corner in the west right-of-way line of the Texas and Pacific Railroad (a variable width right-of-way), said point being the beginning of a non-tangent curve to the left having a central angle of 12°14'43", a radius of 3,025.74 feet, a chord bearing and distance of South 7°06'00" West, a distance of 645.44 feet, from said point a 1/2-inch iron rod with plastic cap stamped "RPLS 4613" found bears South 62°12'30" East, a distance of 0.91 feet;

THENCE with said west right-of-way line of the Texas and Pacific Railroad the following courses and distances:

Southwesterly with said non-tangent curve to the left, an arc distance of 646.67 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4613" found for corner;

South 0°58'38" West, a distance of 1,455.13 feet to a 2.5" metal fence post found for corner at the intersection of said west right-of-way line of the Texas and Pacific Railroad and the north right-of-way line of Holford Street (a variable width right-of-way);

THENCE with said north right-of-way line of Holford Street, South 89°27'22" West, a distance of 1,586.71 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4613" found for the southeast corner of the remainder of a called 19.451 acre tract of land described in Special Warranty Deed with Vendor's Lien to Alexander Estates, LLC recorded in Document No. 2022-118543 OPRDCT;

THENCE with the east line of said 19.451 acre tract and the east line of said 10,000 acre tract, the following courses and distances:

North 28°11'35" East, a distance of 110.15 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4613" found for corner;

North 4°07'22" East, a distance of 104.00 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4613" found for corner;

North 0°18'00" East, passing at a distance of 377.74 feet the southeast corner of said 10,000 acre Enclave tract, continuing with the east line of aforementioned 10,000 tract a total distance of 989.53 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northeast corner of said 10,000 acre tract;

THENCE with the north line of said 10,000 acre tract, North 89°42'17" West, a distance of 712.04 feet to the **POINT OF BEGINNING**, containing a computed area of 4,901,980 square feet and 112.534 acre tract of land.

CERTIFICATE OF ADMINISTRATIVE APPROVAL

APPROVED THIS _____ DAY OF _____, AD. 20____, BY THE DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF PILOT POINT, TEXAS.

DEVELOPMENT SERVICES DIRECTOR _____

APPROVED AND ACCEPTED _____

CITY MANAGER, CITY OF PILOT POINT, TEXAS _____

THE UNDERSIGNED, THE CITY SECRETARY'S OFFICE OF THE CITY OF PILOT POINT, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING PLAT WAS SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT, AND THE ADMINISTRATION, THERE ACCEPTED THE DEDICATION OF TSTREETS, UTILITY EASEMENTS AND DRAINAGE EASEMENTS AS SHOWN AND SET FORTH IN AND UPON SAID PLAT, AND SAID ADMINISTRATION FURTHER AUTHORIZED THE CITY MANAGER TO NOTE ACCEPTANCE THEREFORE BY SIGNING THEIR NAME AS HEREIN ABOVE SUBSCRIBED.

ATTEST THIS _____ DAY OF _____, 20____.

CITY SECRETARY'S OFFICE
CITY OF PILOT POINT, TEXAS _____

OWNER'S DEDICATION:

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That **LAKE HENZLER VILLAGE, L.P.**, owner, does adopt this plat designated the herein described property as **HENZLER VILLAGE**, City of Pilot Point, Denton County, Texas, and does hereby dedicate to the public use forever, the streets Rights-of-Way and other public easements shown thereon.

Witness my hand this _____ day of _____, 20____.

OWNER _____

By: _____
Authorized Agent

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity herein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the _____ day of _____, 20____.

Notary Public in and for the State of Texas
My Commission expires: _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity herein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the _____ day of _____, 20____.

Notary Public in and for the State of Texas
My Commission expires: _____

SURVEYORS CERTIFICATE

THIS is to certify that I, David J. De Weirtd, a Registered Professional Land Surveyor for the State of Texas, having platted the above subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

David J. De Weirtd
Registered Professional Land Surveyor No. 5066

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared David J. De Weidt, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity herein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the _____ day of _____, 20____.

Notary Public in and for the State of Texas
My Commission expires: _____

LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE					
LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.			
BLOCK A LOT 1	0.115	5,000	BLOCK A LOT 38	0.144	6,257	BLOCK A LOT 76	0.186	8,112	BLOCK A LOT 114	0.178	7,751	BLOCK A LOT 152	0.201	8,750	BLOCK B LOT 35	0.138	6,000	BLOCK D LOT 12	0.138	6,000	BLOCK F LOT 11	0.139	6,050	BLOCK H LOT 3	0.139	6,050	BLOCK M LOT 2	0.171	7,457
BLOCK A LOT 1X	24.145	1,051,744	BLOCK A LOT 39	0.111	4,840	BLOCK A LOT 77	0.193	8,420	BLOCK A LOT 115	0.178	7,751	BLOCK A LOT 153	0.201	8,750	BLOCK B LOT 36	0.138	6,000	BLOCK D LOT 13	0.138	6,000	BLOCK F LOT 12	0.139	6,050	BLOCK H LOT 4	0.139	6,050	BLOCK M LOT 3	0.167	7,285
BLOCK A LOT 2	0.115	5,000	BLOCK A LOT 40	0.138	6,000	BLOCK A LOT 78	0.167	7,260	BLOCK A LOT 116	0.186	8,109	BLOCK A LOT 154	0.201	8,750	BLOCK B LOT 37	0.138	6,000	BLOCK D LOT 14	0.138	6,000	BLOCK F LOT 13	0.139	6,050	BLOCK H LOT 5	0.139	6,050	BLOCK M LOT 4	0.166	7,237
BLOCK A LOT 2X	0.078	3,388	BLOCK A LOT 41	0.139	6,049	BLOCK A LOT 79	0.254	11,074	BLOCK A LOT 117	0.186	8,109	BLOCK B LOT 1	0.165	7,168	BLOCK B LOT 38	0.138	6,000	BLOCK D LOT 15	0.138	6,000	BLOCK F LOT 14	0.139	6,050	BLOCK H LOT 6	0.139	6,050	BLOCK M LOT 5	0.165	7,200
BLOCK A LOT 3	0.115	5,000	BLOCK A LOT 42	0.115	5,007	BLOCK A LOT 80	0.257	11,193	BLOCK A LOT 118	0.186	8,109	BLOCK B LOT 1X	0.249	124,103	BLOCK B LOT 39	0.138	6,000	BLOCK D LOT 16	0.138	6,000	BLOCK F LOT 15	0.139	6,050	BLOCK H LOT 7	0.221	9,630	BLOCK M LOT 6	0.196	8,541
BLOCK A LOT 4	0.115	5,000	BLOCK A LOT 43	0.169	7,371	BLOCK A LOT 81	0.167	7,260	BLOCK A LOT 119	0.186	8,109	BLOCK B LOT 2	0.133	5,775	BLOCK B LOT 40	0.138	6,000	BLOCK D LOT 17	0.138	6,000	BLOCK F LOT 16	0.193	8,420	BLOCK H LOT 8	0.221	9,630	BLOCK M LOT 7	0.194	8,444
BLOCK A LOT 5	0.115	5,000	BLOCK A LOT 44	0.254	11,069	BLOCK A LOT 82	0.167	7,260	BLOCK A LOT 120	0.186	8,109	BLOCK B LOT 3	0.133	5,807	BLOCK B LOT 41	0.138	6,000	BLOCK D LOT 18	0.138	6,000	BLOCK G LOT 1	0.169	7,379	BLOCK H LOT 9	0.139	6,050	BLOCK N LOT 2	0.162	7,038
BLOCK A LOT 6	0.115	5,000	BLOCK A LOT 45	0.170	7,411	BLOCK A LOT 83	0.193	8,420	BLOCK A LOT 121	0.177	7,722	BLOCK B LOT 4	0.137	5,971	BLOCK C LOT 1	0.164	7,150	BLOCK D LOT 19	0.138	6,000	BLOCK G LOT 2	0.144	6,270	BLOCK H LOT 10	0.139	6,050	BLOCK N LOT 2X	0.139	6,039
BLOCK A LOT 7	0.115	5,000	BLOCK A LOT 46	0.113	4,941	BLOCK A LOT 84	0.193	8,420	BLOCK A LOT 122	0.179	7,789	BLOCK B LOT 5	0.141	6,162	BLOCK C LOT 2	0.138	6,000	BLOCK D LOT 20	0.164	7,150	BLOCK G LOT 3	0.145	6,315	BLOCK H LOT 11	0.139	6,050	BLOCK N LOT 3	0.161	7,001
BLOCK A LOT 8	0.115	5,000	BLOCK A LOT 47	0.119	5,190	BLOCK A LOT 85	0.167	7,260	BLOCK A LOT 123	0.180	7,821	BLOCK B LOT 6	0.145	6,319	BLOCK C LOT 3	0.138	6,000	BLOCK E LOT 1	0.210	9,162	BLOCK G LOT 4	0.144	6,262	BLOCK H LOT 12	0.139	6,050	BLOCK N LOT 4	0.160	6,964
BLOCK A LOT 9	0.115	5,000	BLOCK A LOT 48	0.120	5,219	BLOCK A LOT 86	0.167	7,260	BLOCK A LOT 124	0.184	8,023	BLOCK B LOT 7	0.147	6,409	BLOCK C LOT 4	0.138	6,000	BLOCK E LOT 2	0.153	6,672	BLOCK G LOT 5	0.146	6,340	BLOCK H LOT 13	0.254	11,080	BLOCK N LOT 5	0.159	6,927
BLOCK A LOT 10	0.115	5,000	BLOCK A LOT 49	0.118	5,149	BLOCK A LOT 87	0.167	7,260	BLOCK A LOT 125	0.284	12,375	BLOCK B LOT 8	0.147	6,415	BLOCK C LOT 5	0.138	6,000	BLOCK E LOT 3	0.146	6,379	BLOCK G LOT 6	0.146	6,371	BLOCK L LOT 1	0.205	8,915	BLOCK N LOT 6	0.158	6,890
BLOCK A LOT 11	0.115	5,000	BLOCK A LOT 50	0.114	4,960	BLOCK A LOT 88	0.167	7,260	BLOCK A LOT 126	0.483	21,021	BLOCK B LOT 9	0.147	6,415	BLOCK C LOT 6	0.138	6,000	BLOCK E LOT 4	0.141	6,160	BLOCK G LOT 7	0.145	6,324	BLOCK L LOT 2	0.167	7,260	BLOCK N LOT 7	0.157	6,854
BLOCK A LOT 12	0.230	10,000	BLOCK A LOT 51	0.114	4,960	BLOCK A LOT 89	0.177	7,689	BLOCK A LOT 127	0.227	9,895	BLOCK B LOT 10	0.147	6,415	BLOCK C LOT 7	0.138	6,000	BLOCK E LOT 5	0.139	6,050	BLOCK G LOT 8	0.144	6,276	BLOCK L LOT 3	0.167	7,260	BLOCK N LOT 8	0.156	6,817
BLOCK A LOT 14	0.115	5,000	BLOCK A LOT 52	0.114	4,960	BLOCK A LOT 90	0.205	8,927	BLOCK A LOT 128	0.210	9,146	BLOCK B LOT 11	0.147	6,415	BLOCK C LOT 8	0.138	6,000	BLOCK E LOT 6	0.139	6,050	BLOCK G LOT 9	0.145	6,317	BLOCK L LOT 4	0.167	7,260	BLOCK N LOT 9	0.156	6,780
BLOCK A LOT 15	0.115	5,000	BLOCK A LOT 53	0.114	4,960	BLOCK A LOT 91	0.234	10,181	BLOCK A LOT 129	0.157	6,843	BLOCK B LOT 12	0.147	6,415	BLOCK C LOT 9	0.138	6,000	BLOCK E LOT 7	0.139	6,050	BLOCK G LOT 10	0.255	11,129	BLOCK L LOT 5	0.193	8,420	BLOCK N LOT 10	0.155	6,743
BLOCK A LOT 16	0.138	6,002	BLOCK A LOT 54	0.114	4,960	BLOCK A LOT 92	0.218	9,478	BLOCK A LOT 130	0.264	8,894	BLOCK B LOT 13	0.143	6,210	BLOCK C LOT 10	0.164	7,150	BLOCK E LOT 8	0.139	6,050	BLOCK G LOT 11	0.224	9,766	BLOCK L LOT 6	0.193	8,420	BLOCK N LOT 11	0.171	7,442
BLOCK A LOT 17	0.187	8,130	BLOCK A LOT 55	0.114	4,964	BLOCK A LOT 93	0.168	7,307	BLOCK A LOT 131	0.166	7,210	BLOCK B LOT 14	0.219	9,527	BLOCK C LOT 11	0.164	7,150	BLOCK E LOT 9	0.139	6,050	BLOCK G LOT 12	0.150	6,548	BLOCK L LOT 7	0.167	7,260	BLOCK N LOT 12	0.160	7,858
BLOCK A LOT 18	0.150	6,538	BLOCK A LOT 56	0.118	5,148	BLOCK A LOT 94	0.181	7,877	BLOCK A LOT 132	0.139	6,050	BLOCK B LOT 15	0.139	6,074	BLOCK C LOT 12	0.138	6,000	BLOCK E LOT 10	0.179	7,815	BLOCK G LOT 13	0.150	6,548	BLOCK L LOT 8	0.167	7,260	BLOCK N LOT 13	0.202	8,799
BLOCK A LOT 19	0.139	6,050	BLOCK A LOT 57	0.120	5,222	BLOCK A LOT 95	0.185	8,039	BLOCK A LOT 133	0.139	6,050	BLOCK B LOT 16	0.110	4,774	BLOCK C LOT 13	0.138	6,000	BLOCK E LOT 11	0.179	7,815	BLOCK G LOT 14	0.150	6,548	BLOCK L LOT 9	0.167	7,260	BLOCK N LOT 14	0.398	17,399
BLOCK A LOT 20	0.139	6,050	BLOCK A LOT 58	0.120	5,235	BLOCK A LOT 96	0.174	7,585	BLOCK A LOT 134	0.139	6,050	BLOCK B LOT 17	0.110	4,800	BLOCK C LOT 14	0.138	6,000	BLOCK E LOT 12	0.139	6,050	BLOCK G LOT 15	0.150	6,548	BLOCK L LOT 10	0.205	8,915	BLOCK N LOT 15	0.174	7,600
BLOCK A LOT 21	0.139	6,050	BLOCK A LOT 59	0.234	10,181	BLOCK A LOT 97	0.167	7,260	BLOCK A LOT 135	0.145	6,337	BLOCK B LOT 18	0.110	4,800	BLOCK C LOT 15	0.138	6,000	BLOCK E LOT 13	0.139	6,050	BLOCK G LOT 16	0.150	6,548	BLOCK L LOT 11	0.271	11,812	BLOCK N LOT 16	0.194	8,430
BLOCK A LOT 22	0.139	6,050	BLOCK A LOT 60	0.224	9,752	BLOCK A LOT 98	0.167	7,260	BLOCK A LOT 136	0.159	6,937	BLOCK B LOT 19	0.111	4,826	BLOCK C LOT 16	0.138	6,000	BLOCK E LOT 14	0.139	6,050	BLOCK G LOT 17	0.150	6,548	BLOCK L LOT 12	0.167	7,260	BLOCK N LOT 17	0.205	8,913
BLOCK A LOT 23	0.139	6,050	BLOCK A LOT 61	0.125	5,445	BLOCK A LOT 99	0.167	7,260	BLOCK A LOT 137	0.163	7,094	BLOCK B LOT 20	0.110	4,800	BLOCK C LOT 17	0.138	6,000	BLOCK E LOT 15	0.144	6,251	BLOCK G LOT 18	0.236	10,297	BLOCK L LOT 13	0.167	7,260	BLOCK N LOT 18	0.209	8,174
BLOCK A LOT 24	0.139	6,050	BLOCK A LOT 62	0.142	6,200	BLOCK A LOT 100	0.167	7,260	BLOCK A LOT 138	0.163	7,094	BLOCK B LOT 21	0.140	5,094	BLOCK C LOT 18	0.138	6,000	BLOCK E LOT 16	0.152	6,603	BLOCK G LOT 19	0.220	9,579	BLOCK L LOT 14	0.167	7,260	BLOCK N LOT 19	0.201	8,750
BLOCK A LOT 25	0.139	6,050	BLOCK A LOT 63	0.167	7,260	BLOCK A LOT 101	0.169	7,380	BLOCK A LOT 139	0.160	6,995	BLOCK B LOT 22	0.167	7,262	BLOCK C LOT 19	0.138	6,000	BLOCK E LOT 17	0.158	6,865	BLOCK G LOT 20	0.149	6,476	BLOCK L LOT 15	0.241	10,505	BLOCK N LOT 20	0.240	10,450
BLOCK A LOT 26	0.166	7,210	BLOCK A LOT 64	0.167	7,260	BLOCK A LOT 102	0.207	9,022	BLOCK A LOT 140	0.156	6,804	BLOCK B LOT 23	0.138	6,000	BLOCK C LOT 20	0.164	7,150	BLOCK E LOT 18	0.168	7,335	BLOCK G LOT 21	0.149	6,476	BLOCK L LOT 16	0.193	8,420	BLOCK O LOT 1	0.240	10,450
BLOCK A LOT 27	0.193	8,420	BLOCK A LOT 65	0.167	7,260	BLOCK A LOT 103	0.206	8,989	BLOCK A LOT 141	0.244	10,633	BLOCK B LOT 24	0.138	6,000	BLOCK D LOT 1	0.164	7,150	BLOCK E LOT 19	0.303	13,185	BLOCK G LOT 22	0.149	6,476	BLOCK L LOT 17	0.167	7,260	BLOCK O LOT 1X	0.078	3,387
BLOCK A LOT 28	0.139	6,050	BLOCK A LOT 66	0.167	7,260	BLOCK A LOT 104	0.178	7,767	BLOCK A LOT 142	0.297	12,562	BLOCK B LOT 25	0.182	7,919	BLOCK D LOT 2	0.138	6,000	BLOCK E LOT 1	0.193	8,420	BLOCK G LOT 23	0.148	6,443	BLOCK L LOT 18	0.167	7,260	BLOCK O LOT 2	0.201	8,750
BLOCK A LOT 29	0.139	6,050	BLOCK A LOT 67	0.167	7,260	BLOCK A LOT 105	0.178	7,767	BLOCK A LOT 143	0.266	11,573	BLOCK B LOT 26	0.280	11,347	BLOCK D LOT 3	0.138	6,000	BLOCK E LOT 2	0.139	6,050	BLOCK G LOT 24	0.280	11,319	BLOCK L LOT 19	0.167	7,260	BLOCK O LOT 3	0.201	8,750
BLOCK A LOT 30	0.139	6,050	BLOCK A LOT 68	0.167	7,260	BLOCK A LOT 106	0.175	7,641	BLOCK A LOT 144	0.242	10,556	BLOCK B LOT 27	0.263	11,445	BLOCK D LOT 4	0.138	6,000	BLOCK E LOT 3	0.139	6,050	BLOCK G LOT 25	0.415	18,071	BLOCK L LOT 20	0.167	7,260	BLOCK O LOT 4	0.201	8,750
BLOCK A LOT 31	0.139	6,050	BLOCK A LOT 69	0.167	7,260	BLOCK A LOT 107	0.186	8,109	BLOCK A LOT 145	0.229	9,966	BLOCK B LOT 28	0.186	8,339	BLOCK D LOT 5	0.138	6,000	BLOCK E LOT 4	0.139	6,050	BLOCK G LOT 26	0.162	7,308	BLOCK L LOT 21	0.198	8,611	BLOCK O LOT 5	0.201	8,750
BLOCK A LOT 32	0.139	6,050	BLOCK A LOT 70	0.167	7,260	BLOCK A LOT 108	0.186	8,109	BLOCK A LOT 146	0.214	9,311	BLOCK B LOT 29	0.138	6,015	BLOCK D LOT 6	0.138	6,000	BLOCK E LOT 5	0.139	6,050	BLOCK G LOT 27	0.145	6,319	BLOCK L LOT 1X	2.683	116,877	ROW DECD	20.301	884,301
BLOCK A LOT 33	0.139	6,050	BLOCK A LOT 71	0.167	7,260	BLOCK A LOT 109	0.186	8,109	BLOCK A LOT 147	0.201	8,750	BLOCK B LOT 30	0.139	6,050	BLOCK D LOT 7	0.138	6,000	BLOCK E LOT 6	0.139	6,050	BLOCK G LOT 28	0.142	6,169	BLOCK L LOT 2	0.163	7,090			
BLOCK A LOT 34	0.139	6,050	BLOCK A LOT 72	0.167	7,279	BLOCK A LOT 110	0.186	8,109	BLOCK A LOT 148	0.201	8,750	BLOCK B LOT 31	0.139	6,050	BLOCK D LOT 8	0.138	6,000	BLOCK E LOT 7	0.139	6,050	BLOCK G LOT 29	0.139	6,072	BLOCK L LOT 1X	1.151	50,123			
BLOCK A LOT 35	0.139	6,050	BLOCK A LOT 73	0.171	7,447	BLOCK A LOT 111	0.186	8,109	BLOCK A LOT 149	0.201	8,750	BLOCK B LOT 32	0.166	7,210	BLOCK D LOT 9	0.138	6,000	BLOCK E LOT 8	0.166	7,210	BLOCK G LOT 30	0.169	7,354	BLOCK L LOT 2	0.210	9,186			
BLOCK A LOT 36	0.221	9,641	BLOCK A LOT 74	0.223	9,705	BLOCK A LOT 112	0.178	7,769	BLOCK A LOT 150	0.201	8,750	BLOCK B LOT 33	0.164	7,150	BLOCK D LOT 10	0.164	7,150	BLOCK E LOT 9	0.166	7,210	BLOCK H LOT 1	0.234	11,520	BLOCK M LOT 1	0.177	7,715			
BLOCK A LOT 37	0.222	9,685	BLOCK A LOT 75	0.242	10,505	BLOCK A LOT 113	0.178	7,751	BLOCK A LOT 151	0.201	8,750	BLOCK B LOT 34	0.138	6,000	BLOCK D LOT 11	0.164	7,150	BLOCK E LOT 10	0.139	6,050	BLOCK H LOT 2	0.199	9,050	BLOCK M LOT 1X	0.205	8,952			



Planning and Zoning Commission Staff Report

Meeting Date: January 21, 2026

Submitted By: Darrell Gentry, Community Services Director

Item Type: Action Item

Agenda Section: Regular Agenda

Subject: Discuss and make a recommendation for a Zone Change request for approximately 364.64 acres from unincorporated to Planned Development (PD) generally located north of Mustang Road, west of Pecan Valley Drive, east of FM 2931 and south of Joe Allen Road.

Background Information: This request is to conduct a public hearing and consider a request for a zone change of approximately 364.64 +/- acres from unincorporated lands to Planned Development (PD) zoning for site development. The property owner is requesting voluntary annexation into the City of Pilot Point, which will be separately considered by the City Council. This Zone Change request was tabled by the Planning and Zoning Commission to request a copy of the approved Development Agreement to also be reviewed as a part of this request. A copy is attached as an information item.

Surrounding Land Uses and Zoning:

The subject location is in the City's ETJ and is not zoned by the City.

North - Vacant lands and scattered single-family residential units in City ETJ boundary.

South - Vacant lands and scattered single-family residential housing south of Mustang Rd.

East - Vacant land and FM 1385.

West - Vacant lands and scattered single family residential and FM 2931.

Commission Consideration:

1. Staff overview and recommendation.
2. Applicant presentation.
3. Open the public hearing
4. Hear public testimony.
5. Close the public hearing.
6. Discuss and make a recommendation on the requested zone change.

Financial Information:

Suggested Action:

Staff recommends approval of the following motion:

"Move to recommend to the City Council to approve the requested zone change with a determination that the requested zone change is consistent with the 2025 adopted Comprehensive Future Land Use Plan."

Attachments:

1. Maverick Farms Zone Change Staff Report



PLANNING and ZONING COMMISSION

JANUARY 15, 2025

Item #G-3: Zone Change Request—Maverick Farms

Hold a public hearing to discuss and consider a request for a zone change for approximately 364.64 +/- acres from unincorporated to Planned Development (PD) zoning. Subject property is generally located north of Mustang Road, west of Pecan Valley Drive, east of FM 2931 and south of Joe Allen Road.

Commission Consideration:

1. Staff overview and recommendation.
2. Applicant presentation.
3. Open the public hearing
4. Hear public testimony.
5. Close the public hearing.
6. Discuss and make a recommendation on the requested zone change.

2. Request:

This request is to conduct a public hearing and consider a request for a zone change of approximately 364.64 +/- acres from unincorporated lands to Planned Development (PD) zoning for site development. The property owner is requesting voluntary annexation into the City of Pilot Point, which will be separately considered by the City Council.

3. Background:

This Zone Change request was tabled by the Planning and Zoning Commission to request a copy of the approved Development Agreement to also be reviewed as a part of this request. A copy is attached as an information item.

4. Surrounding Land Uses and Zoning:

The subject location is in the City's ETJ and is not zoned by the City.

North—Vacant lands and scattered single-family residential units in City ETJ boundary.

South---Vacant lands and scattered single-family residential housing south of Mustang Rd.

East---Vacant land and FM 1385.

West---Vacant lands and scattered single family residential and FM 2931.

5. Comprehensive Plan Elements:

Future Land Use Plan:

The FLUP states that this location is a part of the Countryside designation. The proposed zone change is appropriate for the City's adopted Future Land Use Plan Countryside designation.

The FLUP suggests a density range of 1-3 lots per acre. Development of this property will be based on approved Development Agreement Standards as approved by City Council that will regulate site density and development improvements. The Development Agreement specifies Maverick Farms development to be 3.6 lots per acre.

The adopted Future Land Use Plan is not a zoning district or a regulation such as the City Subdivision Ordinance. All elements of the Comprehensive Plan must be evaluated to determine consistency with the adopted Future Land Use Plan. Those elements include: the Parks and Trail Master Plan, the Economic + Fiscal Vitality, the Design + Mobility (connectivity) System, the Strategic Growth initiatives and the Downtown Master Plan.

Parks and Trail Master Plan:

Principles:

- Enhance recreational opportunities and green spaces
- Expand connectivity and access through trails and pedestrian infrastructure
- Preserve natural landscapes while guiding new growth
- Strengthen economic vitality and social connections

The proposed concept plan intends this property to be zoned for use as a master planned single-family residential development, thus, the PD Zoning designation expands connectivity and trail access to other Planned Development and existing residential neighborhoods. The proposed concept plan provides an amenity center, a trail system with public access and the reservation of an existing lake as part of an unimproved nature area consistent with the approved Development Agreement.

Economic + Fiscal Vitality

Principles:

- Foster a diverse, resilient growth and healthy, local economy.
- Promotes a balanced land use approach inclusive of mixed uses and mixed housing.
- Supports local shopping, dining and employment opportunities while generating new, additional revenues for public safety services/facilities and infrastructure improvements.
- Provides housing diversity in a mix of housing types near Downtown location.

The proposed zone change, approved Development Agreement standards and proposed concept plan will provide a balance of mixed housing types near the FM 1385 corridor. Additionally, the City will realize fees from building permits, property taxes and increase in sales taxes for goods and services purchased within the city.

Design + Mobility (connectivity) System:

Principles:

- Strategic + Proactive by being well-informed, prioritizing growth and a high-quality of life.
- Open + Green by prioritizing greenspace preservation and publicly accessible trails.
- Connected + Integrated by connected neighborhoods and the City as a whole.

The proposed zone change and proposed development provides common open space and a natural environment with publicly accessible trails, a mix of housing products and types in 4 phases while providing connection to other neighborhoods.

Strategic Growth:

Principles:

- Ensure a balanced housing mix that serves all income levels.
- Manage growth and infrastructure demands for water, wastewater, roads and public safety needs.
- Prevent urban sprawl while accommodating population growth.

Maverick Farms intends to provide a mix of housing products and types with 40-foot, 50-foot and 60-foot lots in four development phases planned for site development of 1,314 lots. The extension of utility services is a logical connection by Mustang Special Utility District services, who has issued a Will Serve letter for Maverick Farms project. The City's adopted Master Thoroughfare Plan existing and planned roadways has been used for platting and eventual site development.

Property tax revenues from proposed site development will provide additional monies for public safety services and future facilities needed.

Downtown Master Plan:

The objectives and principles for this Master Plan are not directly related to this zone change or site development, but indirectly, residents from proposed residential development will support the local businesses within the Downtown Core and its Subareas.

6. Staff Recommendation:

Staff recommends the following motion:

“Move to recommend to the City Council to approve the requested zone change with a determination that the requested zone change is consistent with the 2025 adopted Comprehensive Future Land Use Plan.”

- Darrell Gentry, Community Services Director

Attachments:

- a) Development Agreement for Maverick Farms



Planning and Zoning Commission Staff Report

Meeting Date:	January 21, 2026
Submitted By:	Darrell Gentry, Community Services Director
Item Type:	Action Item
Agenda Section:	Regular Agenda
Subject:	Discuss and consider a Preliminary Plat request to subdivide 353.7 acres+/- to create up to 1,331 single-family residential lots with associated open space in 5 phases.
Background Information:	There are 5 phases of development planned for this property. This property was formerly known as Eland Farms. Their first areas of development with a lot mix of (795) 40-foot wide lots and (536) 50-foot wide lots. This request, if approved, creates a preliminary plat of the property for a total of up to 1,331 residential and common open space lots. The subject property is to be annexed into the City. Once annexed, the subject property would be zoned, most likely as Planned Development (PD) similar to other master planned communities. Commission Consideration: 1. Staff overview. 2. Applicant presentation. 3. Hear public testimony. 4. Discuss and consider making a recommendation for the Preliminary Plat.
Financial Information:	
Suggested Action:	Staff recommends that the Commission consider the suggested motion for its recommendation to City Council.

Suggested Motion:

Move to recommend approval to City Council as presented.

Attachments:

1. Waterside Preliminary Plat Staff Report
2. Waterside Preliminary Plat



PLANNING AND ZONING COMMISSION

SPECIAL MEETING

JANUARY 21, 2026

Item #G 2: Preliminary Plat – PP 25-004, Waterside, GRBK Edgewood, LLC

Discuss and consider a Preliminary Plat request to subdivide 353.7 acres+/- to create up to 1,331 single-family residential lots with associated open space in 5 phases.

This project is known as Waterside, previously known as Eland Farms. The subject property is vacant land generally located east of FM 1385 and northerly of Mobberly/Mustang Road.

Commission Consideration:

1. Staff overview.
2. Applicant presentation.
3. Hear public testimony.
4. Discuss and consider making a recommendation for the Preliminary Plat.

Request:

This request, if approved, creates a preliminary plat of the property for a total of up to 1,331 residential and common open space lots. The subject property is to be annexed into the City. Once annexed, the subject property would be zoned, most likely as Planned Development (PD) similar to other master planned communities.

Background:

There are 5 phases of development planned for this property. This property was formerly known as Eland Farms. There first areas of development with a lot mix of (795) 40-foot wide lots and (536) 50-foot wide lots.

FM 1385 will be a primary access to this project. FM 1385 is designated on the Master Thoroughfare Plan as a Minor Arterial, divided roadway with 90-feet of right-of-way. Dedication and improvements that be required to be constructed. Street improvements will provide pavement width, curbing, underground storm drainage and sidewalk improvements. Lights Ranch and Stallion Roads are also designated as Minor Arterial roadways on the Master Thoroughfare Plan that provide connections for Waterside project.

Preliminary Plat Approval Criteria

The Commission is responsible for making a recommendation regarding Subdivision Ordinance, Section 10.03.001 criteria for waivers.

The developer is requesting 4 major waivers to the City's Subdivision standards. These Major Waivers include the following:

a) Waiver for Block Length dimension—Waterside project engineers are requesting approval to use a maximum block length of 1,200 feet. City Subdivision regulation specifies differing block lengths for residential development, a maximum of 660 feet. City Council will decide on this waiver request.

Applicant's Statement in Support of Waiver—If the 600-foot maximum block length is applied, the subdivision layout is adversely impacted with the loss of an estimated 110 lots.

b) Waiver for Enhanced Divided Collector Pavement Cross-Section—Project Engineers are seeking a modification of design cross sections for pavement width and concrete thickness and street width to mitigate subsurface conditions. City Council will decide on this waiver request.

Applicant's Statement in Support of Waiver—The proposed project street cross sections will provide an enhanced pavement improvement with wider pavement sections and landscaped median areas along the divided collector street.

c) Waiver for Intersection Spacing—The project engineers indicate that the City's current standards do not specify a required minimum spacing between local or collector intersections. Waterside is proposing a minimum intersection spacing for stop sign stacking of at least five (5) vehicles or 100 feet, whichever is greater at residential to residential and collector to residential intersections. City Council will decide on this waiver request based on the City Engineer's recommendation.

Applicant's Statement in Support of Waiver—It is believed that this spacing is sufficient queue length to provide safe ingress and egress for residential lots, reduce potential traffic conflicts and ensure sufficient queue length at controlled intersections.

d) Waiver for Relocation of Water Service from Center of Lot to a 1-foot offset Intersection Spacing—The project engineers indicate that the City's current specification call for each water service to be located at the center of each lot. The project engineers are requesting the ability to located these services to a 1-foot offset location. City Council will decide on this waiver request.

Applicant's Statement in Support of Waiver—Relocating this service position will avoid conflicts with proposed residential driveways and simplify service routing.

The Preliminary Plat must be found to meet these findings:

Findings

1. Be consistent with zoning district development standards.

Response

Planned Development zoning with Development Agreement standards is proposed for the Waterside subdivision. The Preliminary Plat, as presented, will create a mix of lot sizes that meet the approved Development Agreement terms.

2. Consistent with adopted master plans, such as the Future Land Use, Parks and Trail and Master Thoroughfare Plans, which will also provide public improvements, including water, sewer, roads and storm drain systems.

Response

Water and Sewer

Water and sewer service will be provided by Mustang SUD. A Will Serve letter has been issued by Mustang SUD for this project.

Roads and Streets:

The adopted Master Thoroughfare Plan (MTP) shows 3 Minor Arterial roadways with 90-foot ROW affecting the preliminary plat. Those Minor Arterials are FM 1385, Lights Ranch Road and Stallion Road.

All other subdivision streets are designated as residential collector streets with 60 feet of right-of-way and will be designed and constructed to City specifications and standards.

3. Be in accordance with City interlocal agreements with the County, especially if the proposal is located in whole or part of the City's ETJ.

Response

The Preliminary Plat is to be annexed into the City of Pilot Point. No interlocal agreement is not affected by the proposed Preliminary Plat.

4. Be reviewed by applicable City staff.

Response

The Preliminary Plat application and map have been reviewed by City staff. The Preliminary Plat is consistent with this finding. Further review will be required during the Civil Construction Plan process.

5. Be in conformance with City's adopted design and construction standards.

Response

The Preliminary Plat, as determined by City staff, is in conformance with the City's adopted Subdivision Ordinance requirements for preliminary platting.

6. Be consistent with the Comprehensive Plan.

Response

The Preliminary Plat is consistent with the newly adopted Comprehensive Plan, Future Land Use Plan, Countryside designation by implementing a master planned community with public and private facilities and land uses that provides walkable neighborhoods, balanced growth, planned trails and preservation of natural areas.

Drainage:

City requirements for lot drainage specify that all lots drain to the street area and not drain to rear yard or adjacent lots. Civil construction plans must provide detailed lot drainage improvements that meet city requirements. Grading plans for development must satisfy these requirements in order for civil construction plans to be approved for release to construction.

There is no identified floodplain boundaries affecting this property or the lot layout. Onsite detention is anticipated for 3 key locations within the subdivision to control storm water runoff conditions. Preliminary hydrological/hydraulic calculations have been submitted for review. Additional changes are anticipated for these calculations to be acceptable.

Streets and Stormwater:

Stormwater system and street improvements will be required to meet City minimum design standards and specifications at the time of civil construction. A preliminary traffic impact analysis has been completed and reviewed. Corrections or additions to this preliminary impact analysis is needed to address projected impacts during K-12 school year. This revised analysis must be included with submittal of civil construction plans for City review and provide additional traffic impact mitigation and scheduled improvements.

Parkland Dedication:

The Subdivision Ordinance specifies parkland dedication for new residential developments. Parkland dedication for Waterside with 1,331 SF lots is calculated to be 33.27+/- acres. Waterside project is located in Zone 4 of the Master Parks and Trails Plan. There are 34 open space lots planned for this project, but no public parklands are being provided.

Staff Contacts and Recommendation:

Staff recommends that the Commission consider the suggested motion for its recommendation to City Council.

Suggested Motion:

“Move to recommend approval to City Council as presented.”

- Darrell Gentry, Community Services Director

Attachments:

- a) Preliminary Plat lot layout.
- b) Major Waiver Request letters.

PRELIMINARY PLAT

FOR

WATERSIDE PHASES 1-5

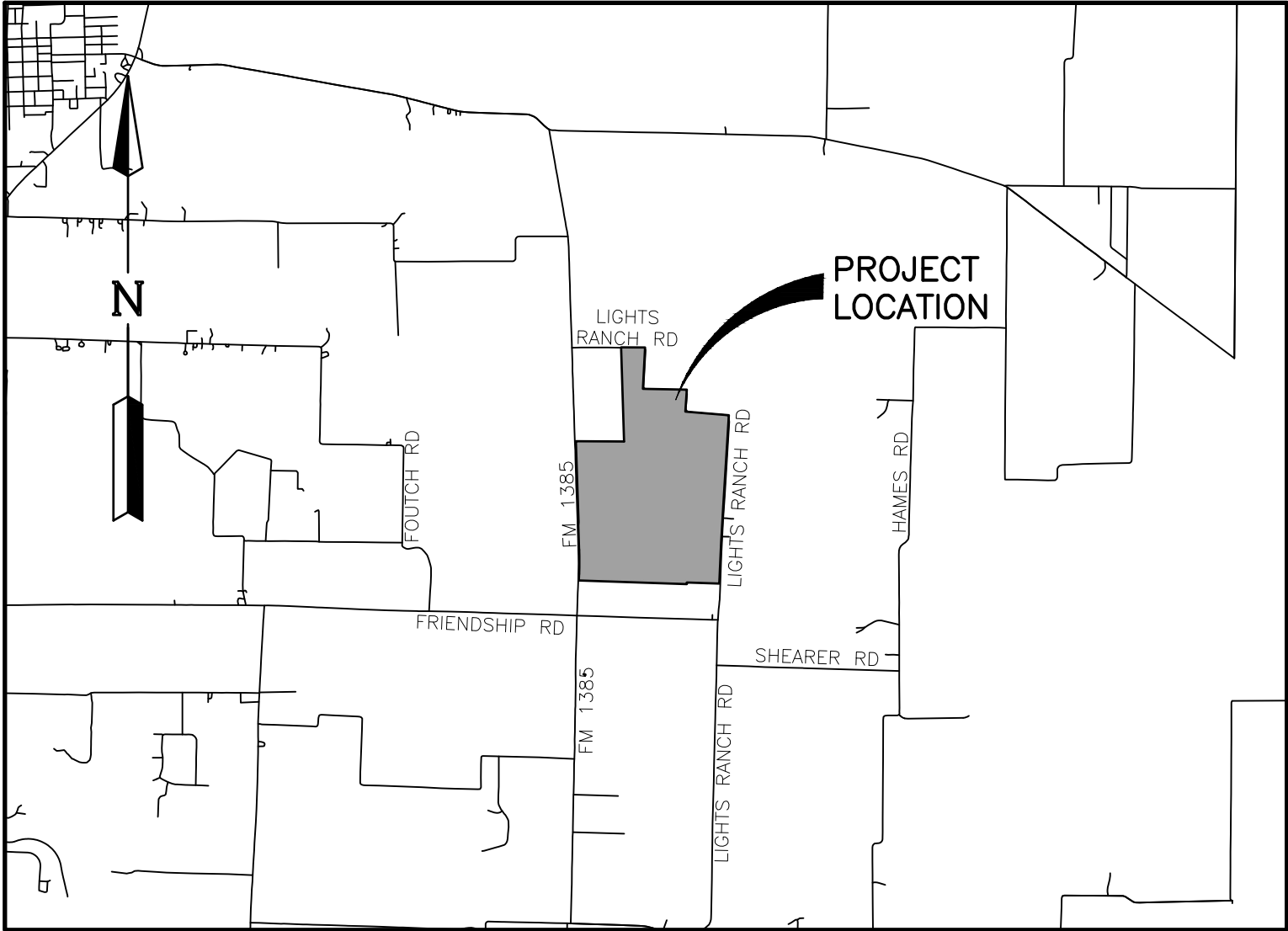
CITY OF

PILOT POINT ETJ, TEXAS

OCTOBER 2025

NOTES:

1. ALL CONSTRUCTION MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH THE APPROVED DEVELOPMENT AGREEMENT.
2. THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER, DEVELOPER, NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND /OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND CITY UTILITIES PRIOR TO CONSTRUCTION.
3. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY EXISTING FACILITY RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS. ANY REMOVAL OR DAMAGE TO EXISTING FACILITIES SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AT THEIR EXPENSE.
4. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH THE DEVELOPER.



VICINITY MAP
1" = 5000'

SHEET INDEX

1. COVER SHEET
2. OVERALL PRELIMINARY PLAT
3. PRELIMINARY PLAT
4. PRELIMINARY PLAT
5. PRELIMINARY PLAT
6. PRELIMINARY PLAT
7. PRELIMINARY PLAT
8. PRELIMINARY PLAT
9. PRELIMINARY PLAT
10. PRELIMINARY PLAT
11. PRELIMINARY PLAT

OWNER/DEVELOPER:
GRBK EDGEWOOD LLC
5501 HEADQUARTERS DRIVE
PLANO, TEXAS 75024
PHONE: (469) 573-6755

ENGINEER:
LJA Engineering, Inc.
6060 North Central Expressway
Suite 400
Dallas, Texas 75206
Phone 469.621.0710
FRN - F-1386



	LJA PROJECT ID NT000-0000
	DATE: SEP 2025
	DESIGN: N/A
	DRAWN: N/A
	SCALE HORZ: N/A VERT: N/A
SHEET	
1	
OF	11 SHEETS



- PP-XXX-XXX**

SCALE: 1" = 500'	MAPSCO:	TIRZ 7
------------------	---------	--------

CITY OF PILOT POINT ETJ,
DENTON COUNTY, TEXAS

HALPENNY ADDITION LEGAL DESCRIPTION	
LOT	LOT DESCRIPTION
1	SWEENEY, JOSEPH & ROSEMARY; HALPENNY ADDN BLK 1 LOT 1
2	YERUVA, VINIL REDDY; HALPENNY ADDN BLK 1 LOT 2
3	KAREL, CHRISTOPHER & ABBEY; HALPENNY ADDN BLK 1 LOT 3

The diagram illustrates a residential lot layout with the following dimensions and features:

- STREET C**: Located at the top of the lot.
- RIGHT-OF-WAY**: Indicated by a line parallel to the street.
- 10' VISIBILITY EASEMENT**: A 10-foot wide area on the right side of the lot, adjacent to the street.
- 40'**: The total width of the lot.
- 10' UE**: A 10-foot wide utility easement area on the right side of the lot.
- 15' BL**: A 15-foot wide building setback area on the right side of the lot.
- 5' SIDYARD**: A 5-foot wide side yard area on the left side of the lot.
- 15' FRONT YARD SETBACK**: A 15-foot wide setback area in front of the main house.
- 10' REAR YARD SETBACK**: A 10-foot wide setback area behind the main house.
- 120'**: The total depth of the lot.
- RIGHT-OF-WAY**: Indicated by a line parallel to the rear boundary.
- 10' UE**: A 10-foot wide utility easement area at the rear of the lot.

TYPICAL TYPE "D" LOT DIAGRAM
NOT TO SCALE

LOT COUNT SUMMARY						
TYPICAL LOT SIZE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	TOTAL
40' X 120'	148	159	190	156	142	795
50' X 120'	73	109	139	100	115	536
TOTAL	221	268	329	256	257	1331

LINE TABLE			
LINE #	DIRECTION	LENGTH	
L1	S28° 14' 25" W	183.0	
L2	N85° 28' 21" E	14.7	
L3	N42° 37' 20" E	14.5	
L4	S47° 22' 40" E	50.0	
L5	S31° 20' 24" E	14.6	
L6	N62° 04' 13" E	28.9	
L7	S27° 55' 49" E	64.0	
L8	S03° 00' 11" E	68.6	
L10	S00° 01' 47" E	62.3	
L11	S00° 18' 50" W	40.1	
L12	S00° 18' 50" W	41.8	
L13	S02° 15' 08" E	49.7	
L14	S07° 21' 48" E	49.3	
L15	S12° 27' 23" E	49.3	
L16	S17° 32' 58" E	49.3	
L17	S21° 29' 02" E	43.2	
L18	S21° 48' 57" E	160.0	
L19	N68° 11' 03" E	296.8	
L20	N70° 18' 22" E	70.0	
L21	N74° 33' 01" E	47.8	
L22	N78° 47' 40" E	47.8	
L23	N83° 02' 19" E	47.8	
L24	N87° 16' 58" E	47.8	
L25	S88° 24' 24" E	47.8	
L26	S84° 13' 45" E	47.8	
L27	S79° 50' 06" E	47.8	
L28	S75° 44' 27" E	47.8	
L29	S71° 37' 57" E	47.8	
L30	S70° 14' 48" E	23.2	
L31	S77° 01' 10" E	51.0	
L32	S26° 25' 57" E	21.6	
L33	N55° 56' 30" E	20.8	
L34	S81° 06' 16" E	50.0	
L35	S34° 00' 54" E	21.6	
L36	S77° 49' 51" E	226.9	
L37	S86° 28' 58" E	78.2	
L38	N48° 31' 02" E	21.2	
L39	N03° 31' 02" E	10.0	
L41	N60° 00' 00" W	358.2	
L42	N35° 55' 27" W	319.2	
L43	N00° 00' 00" E	154.0	
L44	S88° 57' 50" E	503.6	
L45	S07° 59' 19" W	43.1	

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET
2. ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET, UNLESS OTHERWISE NOTED.
3. A DRAINAGE / UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING / FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
4. THE CITY NOR COUNTY WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

GRBK EDGEWOOD LLC
5501 HEADQUARTERS DR
PLANO, TX 75024
PHONE: (469)-573-6755

LJA SURVEYING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
T.B.P.E.L.S. FIRM NO. 10194382

LJA ENGINEERING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
TEXAS REGISTRATION F-1386



Date\Time : Fri, 03 Oct 2025 - 10:27am
Path\Name : S:\NTX-LAND\0411\400LAND\415 Preliminary Plat\0411WSPL01.dwg

$\Delta = 3^{\circ}45'47''$
 $R = 11459.16'$
 $T = 376.43'$
 $L = 752.60'$
 $C = 752.46'$
 $CB = N0^{\circ}00'53''E$

HALPENNY, ADDITION
CAB. H, SHEET 87
P.R.D.C.T

2.784 ACRES
 RYAN SCOTT STINSON AND
 SCOTT ALLEN STINSON
 AND JULIE ANN TAYLOR STINSON
 TO
 SWP INVESTMENTS LLC
 C.C.# 2021-199401
 O.P.R.D.C.T.
 EXECUTED: 10/29/2021
 FILED: 10/29/2021

1028.306 ACRES
L1719, LLC
C.C.# 2020-28891
O.P.R.D.C.T.

11.991 ACRES
MICHAEL F. ANSELM
TO
DEBORAH S. ANSELM
C.C.# 1997-21784
O.P.R.D.C.T.
EXECUTED: 03/31/1997
FILED: 04/04/1997

52.44 ACRES
W. CLEMENT, TR1
C.C.# 2024-95906
O.P.R.D.C.T.

47.585 ACRES
MARSHALL UNIVERSITY
C.C.# 2024-959
O.P.R.D.C.T.

448.797 ACRES
GENE P. MCCUTCHIN
TO
GENE MCCUTCHIN LTD. II
C.C.#2015-30519
O.P.R.D.C.T.
EXECUTED: 03/17/2015
FILED: 03/26/2015

1489.75' S89°41'10"E

1028.306 ACRES
L1719, LLC
C.C.# 2020-28891
O.P.R.D.C.T.

4.6780
ACRE
GB878, LLC
2025-19735
O.P.R.D.C.T.

568.034 ACRES
GRBK EDGEWOOD LLC
C.C.# 2024-99750
O.P.R.D.C.T.

10.742 ACRES
TONYA ANN MCKAY AND
SAMUEL ROSS FAUGHT
C.C.#2018-140211
O.P.R.D.C.T.

145.178 ACRES
GE RESOURCES, LTD.
C.C.# 2013-31140
O.P.R.D.C.T.

TRACT 1
LORAIN LAFRANCE CARGILE,
2.000 ACRES
C.C.#2018-140211
O.P.R.D.C.T.
EXECUTED: 12/03/2018
FILED: 12/04/2018

0.543 ACRES
WM. FORAN C.C.#
000-104076
O.P.R.D.C.T.

TRACT 2
LORAIN LAFAYETTE CARGILE,
2.000 ACRES
C.C.#2018-140211
O.P.R.D.C.T.
EXECUTED: 12/03/2018
FILED: 12/04/2018

1.00 ACRES
LORAIN L. LAVEGNE CARGILE
TO
WILLIAM M. LOFTICE AND THERESA
L. LOFTICE
C.C.#2003-154238
O.P.R.D.-C.T.
EXECUTED: 08/29/2003
FILED: 09/15/2003

001 ACRES CELINA 231 PARTNERS
LLC TO EQUITY TRUST COMPANY
C.C.# 2018-19580
O.P.R.D.C.T.
EXECUTED: 02/16/2017
FILED: 02/21/2018

125.000 ACRES
CELINA 231 PARTNERS I
TO EQUITY TRUST COMPANY CUS
REX GLENDENNING IRA
C.C.# 2018-19587
O.P.R.D.C.T.
EXECUTED: 02/16/201

1.148 ACRES
JOSHUA A. BETHKE
TO
CYRIL WILLIAM MINETT
C.C.#2022-75567
O.P.R.D.C.T.
EXECUTED: 05/05/2022
FILLED: 05/20/2022

96.612 ACRES
2 V.B., LLC
C.C.# 2003-22097
O.P.R.D.C.T.

145.446 ACRES
2 V.B., LLC
C.C.# 2003-2209
O.P.R.D.C.T.

145 ACRES DANIEL R FAUGHT,
TRUSTEE OF THE DANIEL R.
FUAGHT HERITAGE TRUST
C.C.# 1999-85791

TRACT 1
LORAIN LAFERNE CARGILE,
2.00 ACRES
C.C.#2018-140211
O.P.R.D.C.T.
EXECUTED: 12/03/2018
FILED: 12/04/2018

50.543 ACRES
EPH WM. FORAN C.C.#
2000-104076
O.P.R.D.C.T.

TRACT 2
LORRAINE LAVERNE CARGILE,
2.000 ACRES
C.C.#2018-140211
O.P.R.D.C.T.
EXECUTED: 12/03/2018
FILED: 12/04/2018

1.00 ACRES
LORAIN LAVEENE CARGILE
TO
WICK M. LOFTICE AND THERESA
L. LOFTICE
C.C.#2003-154238
O.P.R.D.-C.T.
EXECUTED: 08/29/2003
FILED: 09/15/2003

001 ACRES CELINA 231 PARTNERS
LLC TO EQUITY TRUST COMPANY
C.C.# 2018-19580
O.P.R.D.C.T.
EXECUTED: 02/16/2017
FILED: 02/21/2018

125.000 ACRES
CELINA 231 PARTNERS I
TO EQUITY TRUST COMPANY CUS
REX GLENDENNING IRA
C.C.# 2018-19587
O.P.R.D.C.T.
EXECUTED: 02/16/201

1.148 ACRES
JOSHUA A. BETHKE
TO
CYRIL WILLIAM MINETT
C.C.#2022-75567
O.P.R.D.C.T.
EXECUTED: 05/05/2022
FILLED: 05/20/2022

LJA ENGINEERING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
TEXAS REGISTRATION F-1386

LJA SURVEYING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
T.B.P.E.L.S. FIRM NO. 10194382

GRBK EDGEWOOD LLC
5501 HEADQUARTERS DR
PLANO, TX 75024
PHONE: (469)-573-6755

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83. DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET
2. ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET, UNLESS OTHERWISE NOTED.
3. A DRAINAGE / UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING / FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
4. THE CITY NOR COUNTY WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCURRED BY FLOODING OR FLOODING CONDITIONS.

CITY OF PILOT POINT ETJ,
DENTON COUNTY, TEXAS

SCALE: 1" = 100'	MAPSCO:	TIRZ 7
------------------	---------	--------

PROJECT NO. NT340-0411

Page 122 of 123



· BLOCK AT LOT 1X ·
· PRIVATE HOA/DEVELOPER
· OWNED AND MAINTAINED
· OPEN SPACE AND
· DRAINAGE EASEMENT ·

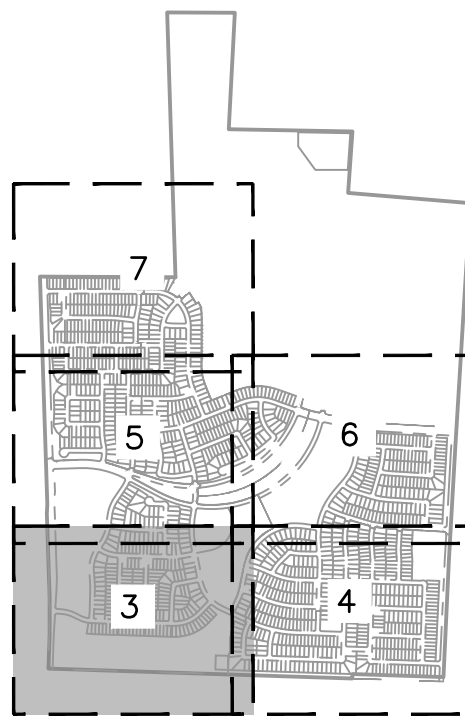
BLOCK T LOT 2X
PRIVATE HOA/DEVELOPER
OWNED AND MAINTAINED
OPEN SPACE AND
DRAINAGE EASEMENT

BLOCK 8 LOT 1X
PRIVATE HOA/DEVELOPER
OWNED AND MAINTAINED
OPEN SPACE AND
DRAINAGE EASEMENT. 1

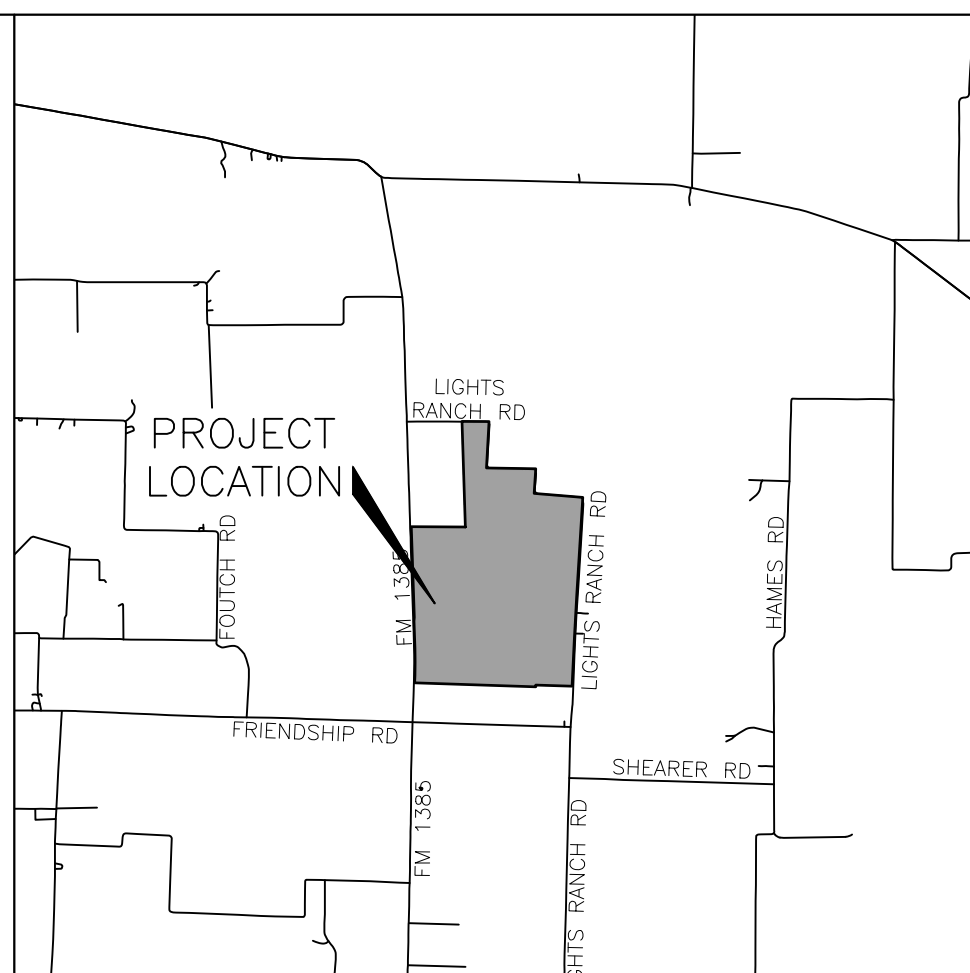
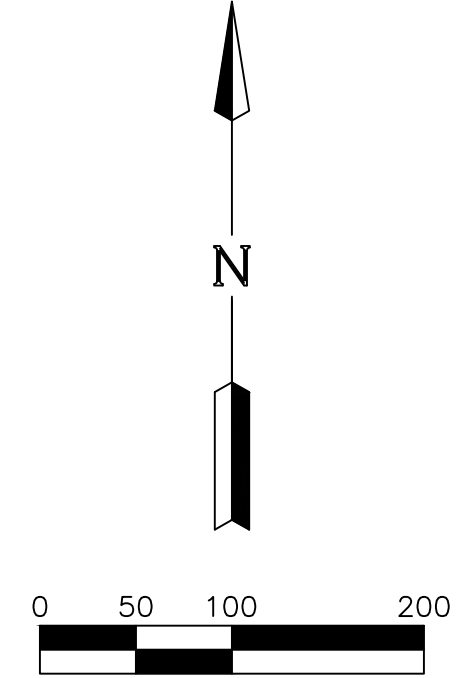
$\Delta = 3^{\circ}45'47''$
 $R = 11459.16'$
 $T = 376.43'$
 $L = 752.60'$
 $C = 752.46'$
 $B = N0^{\circ}00'53''E$

SWEENEY,
JOSEPH &
ROSEMARY;
HALPENNY
ADDN BLK 1
LOT 1

YERUVA,
VINIL
REDDY;
HALPENNY
ADDN BLK 1
LOT 2



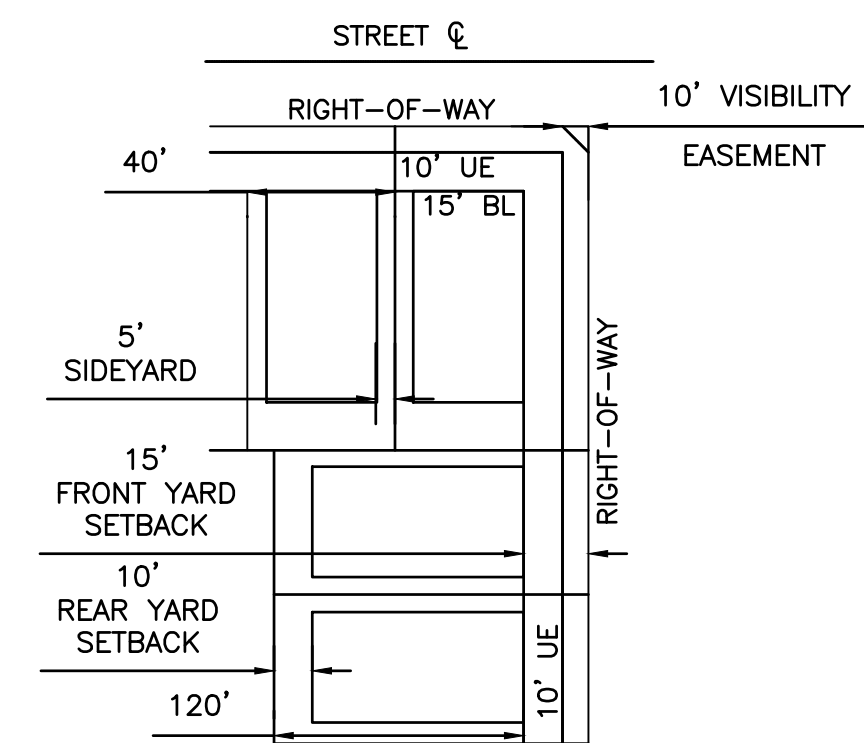
KEY MAP



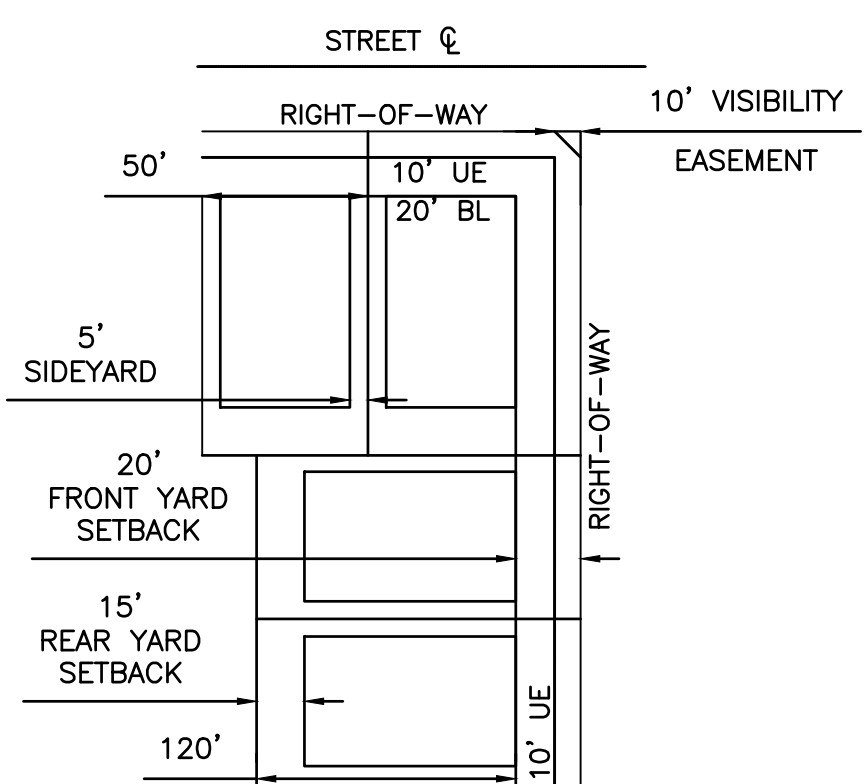
VICINITY MAP
NOT TO SCALE

SITE DATA SUMMARY TABLE	
GENERAL SITE DATA	
CURRENT LAND USE	AGRICULTURAL USE
GROSS SITE AREA	353.691

LOT COUNT SUMMARY						
TYPICAL LOT SIZE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	TOTAL
40' X 120'	148	159	190	156	142	795
50' X 120'	73	109	139	100	115	536
TOTAL	221	268	329	256	257	1331



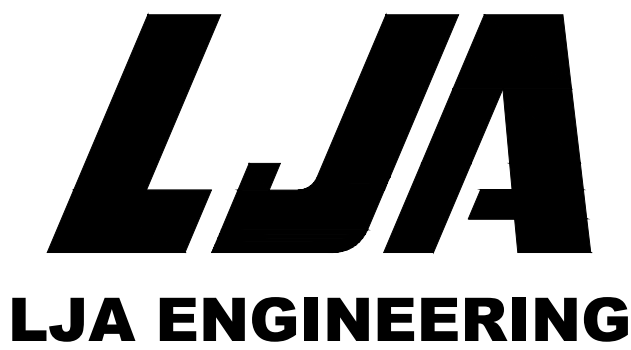
TYPICAL TYPE "D" LOT DIAGRAM
NOT TO SCALE



TYPICAL TYPE "C" LOT DIAGRAM
NOT TO SCALE

WATERSIDE PRELIMINARY PLAT

Drawn: F. J. 03.04.2025 - 10:38am
Part Name: S:\NT340-0411\WATER\LAND\415 Preliminary Plat\WSP02.dwg



ENGINEER:

LJA ENGINEERING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
TEXAS REGISTRATION F-1386

SURVEY:

LJA SURVEYING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
T.B.P.E.L.S. FIRM NO. 10194382

DEVELOPER:

GRBK EDGEWOOD LLC
5501 HEADQUARTERS DR
PLANO, TX 75024
PHONE: (469)-573-6755

NOTES:

- BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83. DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALL TERRA RTKNET.
- ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET, UNLESS OTHERWISE NOTED.
- A DRAINAGE / UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING / FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
- THE CITY NOR COUNTY WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

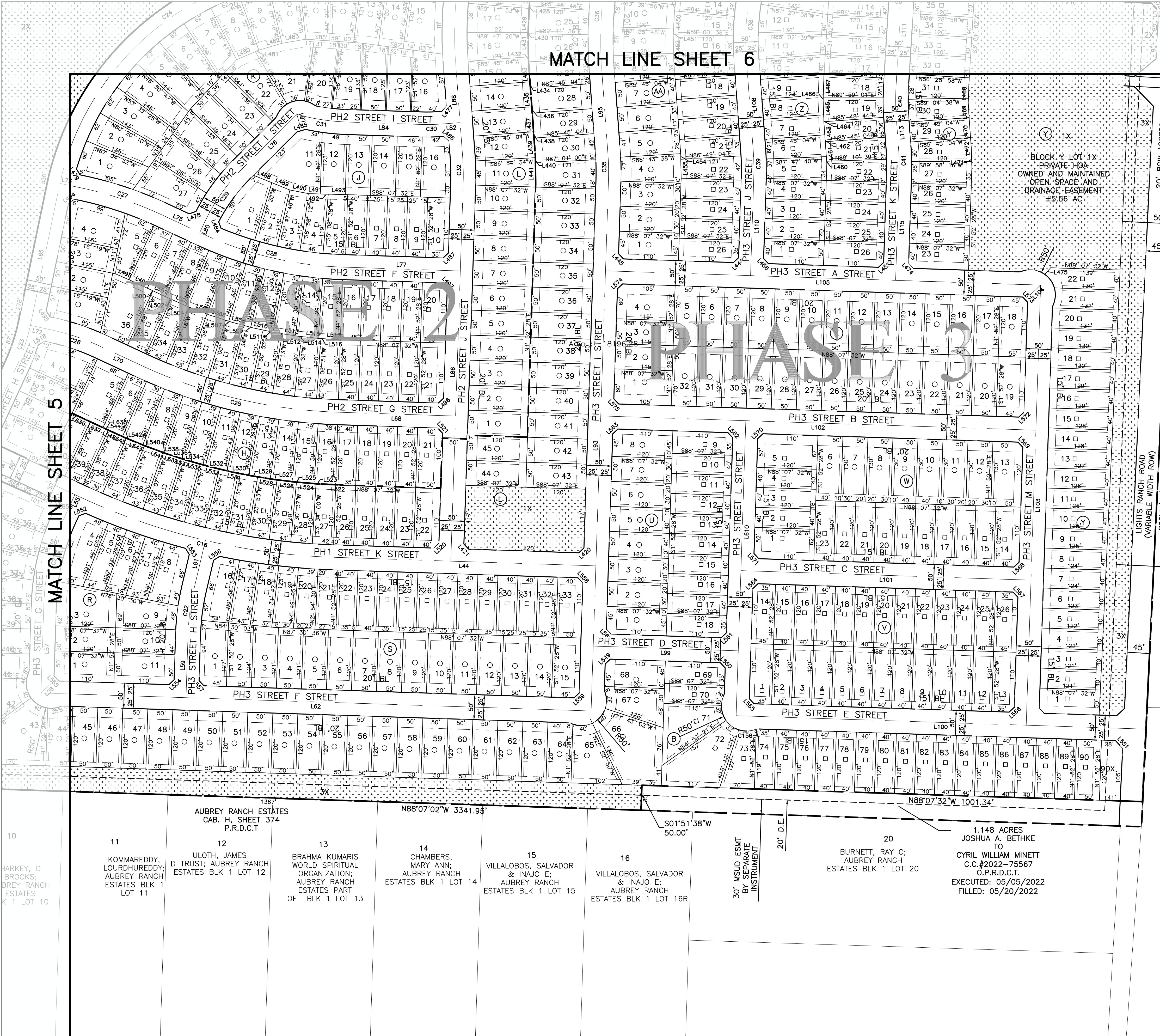
353.691 ACRES
OUT OF THE
MARSHALL UNIVERSITY SURVEY,
ABSTRACT NO. A0799A

CITY OF PILOT POINT ETJ,
DENTON COUNTY, TEXAS

PRELIMINARY PLAT
FOR
WATERSIDE

SCALE: 1" = 100' MAPSCO: TIRZ 7

PP-XXX-XXX



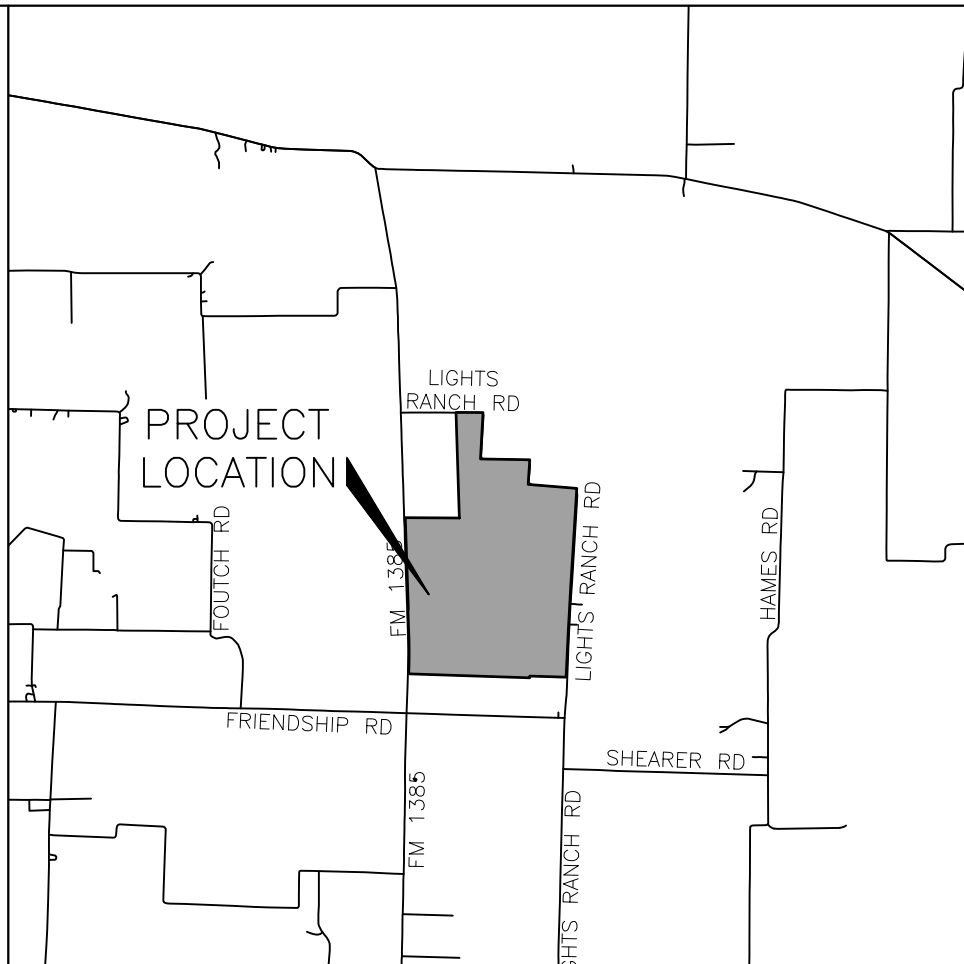
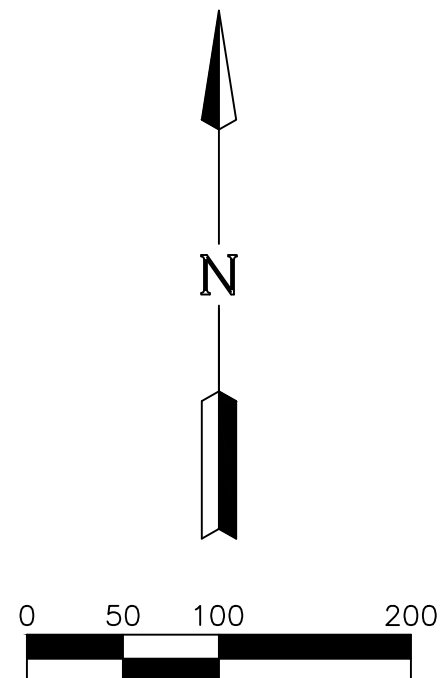
TRACT 1
LORAIN LARVERNE CARGILE,
C.C.# 2018-140211
O.P.R.D.C.T.
EXECUTED: 12/03/2018
FILED: 12/04/2018

1.00 ACRES
LORAIN LARVERNE CARGILE
TO
RICK M. LOFTICE AND
THERESA L. LOFTICE
CC#2003-154238
O.P.R.D.C.T.
EXECUTED: 08/29/2003
FILED: 09/15/2003

65.001 ACRES CELINA 231
PARTNERS LLC TO EQUITY
TRUST COMPANY
C.C.# 2018-19580
O.P.R.D.C.T.
EXECUTED: 02/16/2017
FILED: 02/21/2018

125.000 ACRES
CELINA 231 PARTNERS LLC
TO EQUITY TRUST COMPANY
CUSTODIAN FBO REX
GLENDENNING IRA
C.C.# 2018-19587
O.P.R.D.C.T.
EXECUTED: 02/16/2017
FILED: 02/21/2018

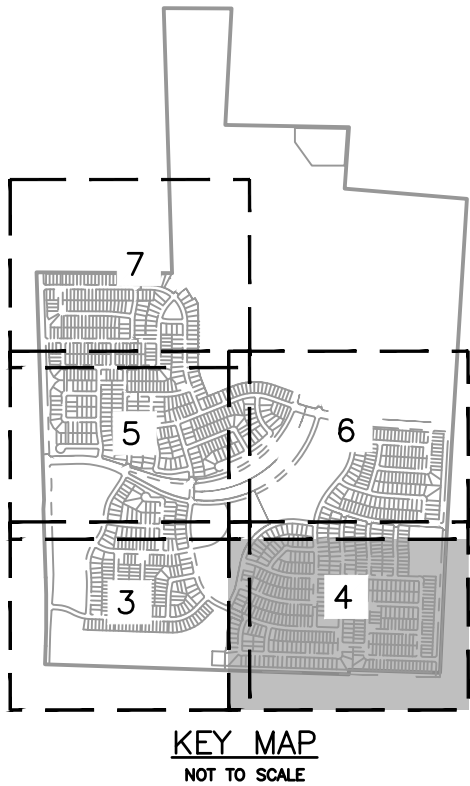
1.148 ACRES
JOSHUA A. BETHKE
TO
CYRIL WILLIAM MINETT
C.C.#2022-75567
O.P.R.D.C.T.
EXECUTED: 05/05/2022
FILED: 05/20/2022



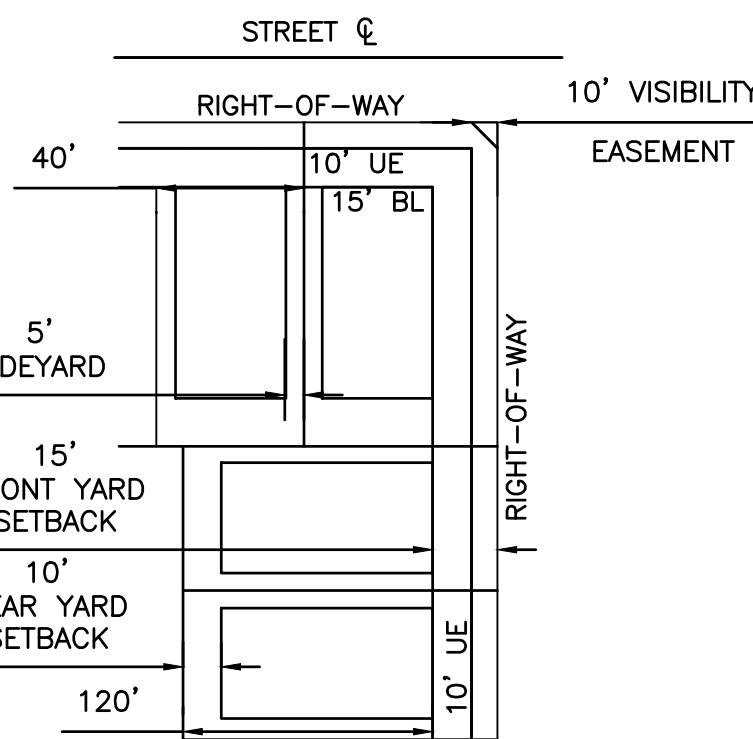
VICINITY MAP
NOT TO SCALE

SITE DATA SUMMARY TABLE				
GENERAL SITE DATA				
CURRENT LAND USE	AGRICULTURAL USE			
GROSS SITE AREA	353.691			

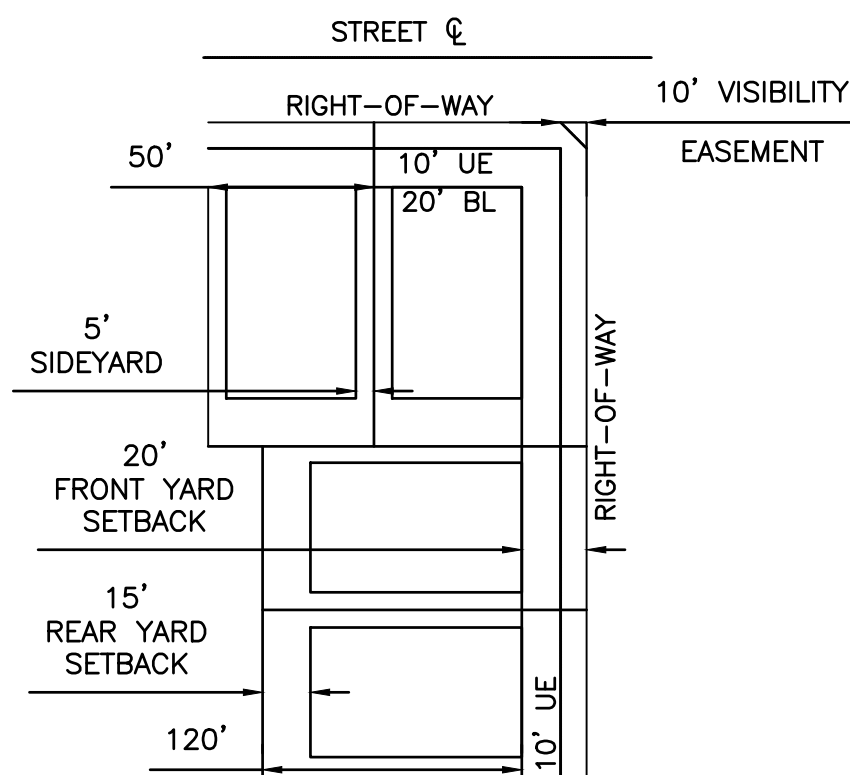
LOT COUNT SUMMARY					
TYPICAL LOT SIZE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5
40' X 120'	148	150	156	142	795
50' X 120'	73	109	139	100	115
TOTAL	221	259	295	242	910



KEY MAP
NOT TO SCALE



TYPICAL TYPE "D" LOT DIAGRAM
NOT TO SCALE

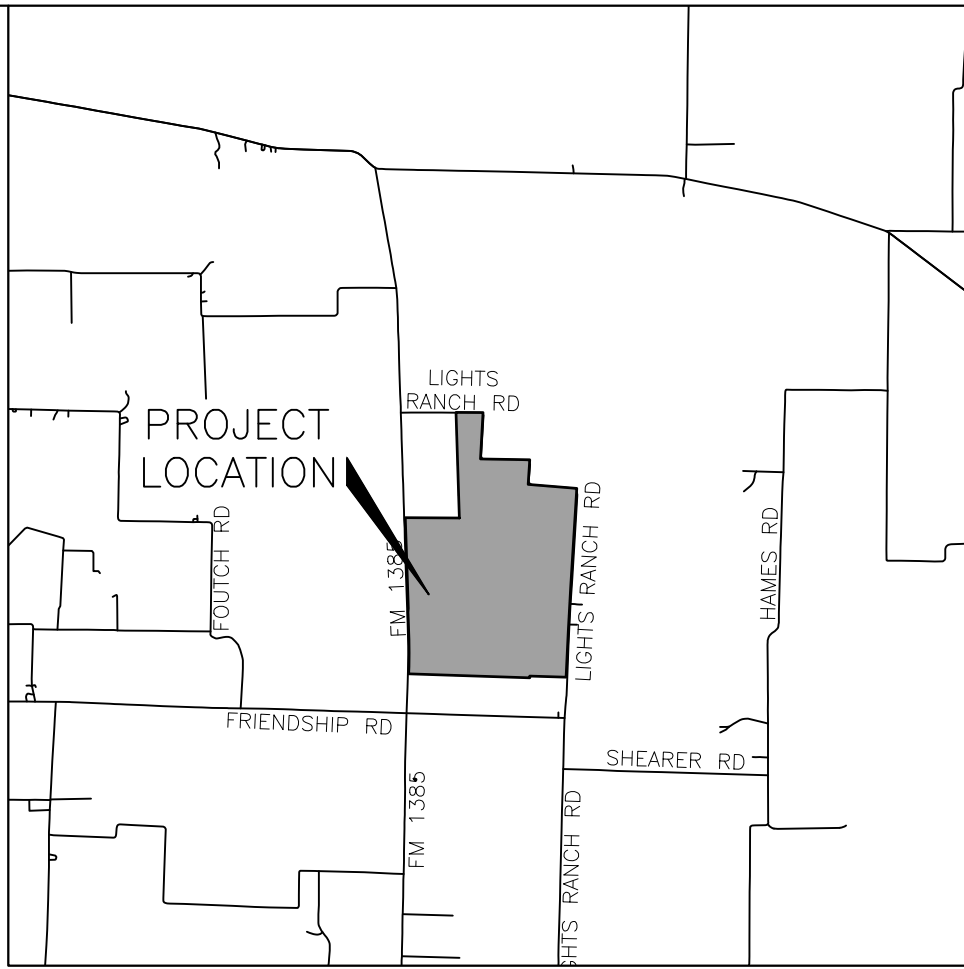
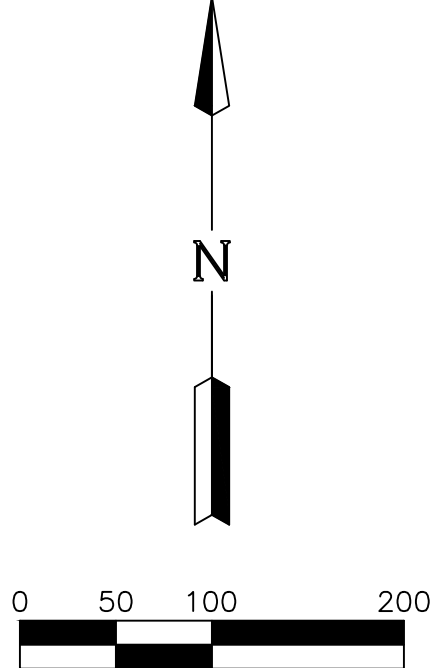


TYPICAL TYPE "C" LOT DIAGRAM
NOT TO SCALE

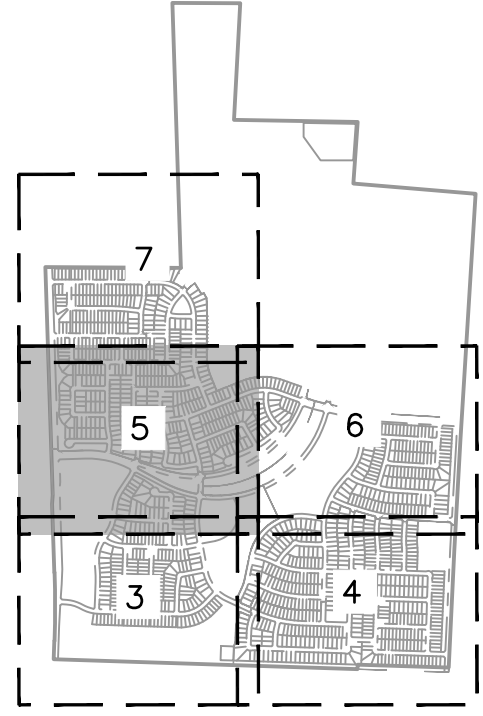
WATERSIDE PRELIMINARY PLAT

SHEET 4 OF 11

MATCH LINE SHEET 7



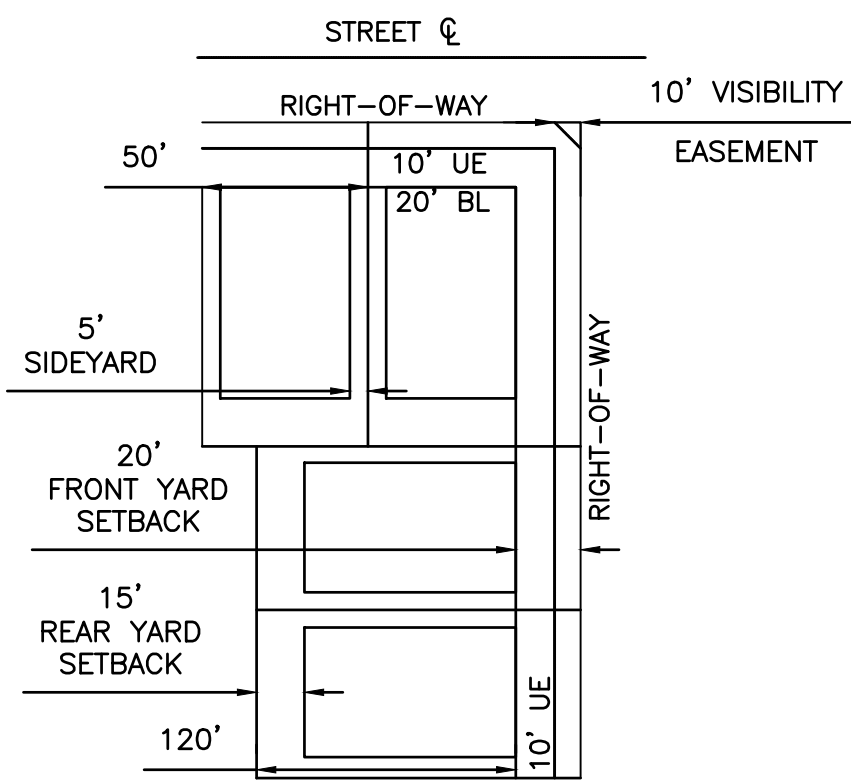
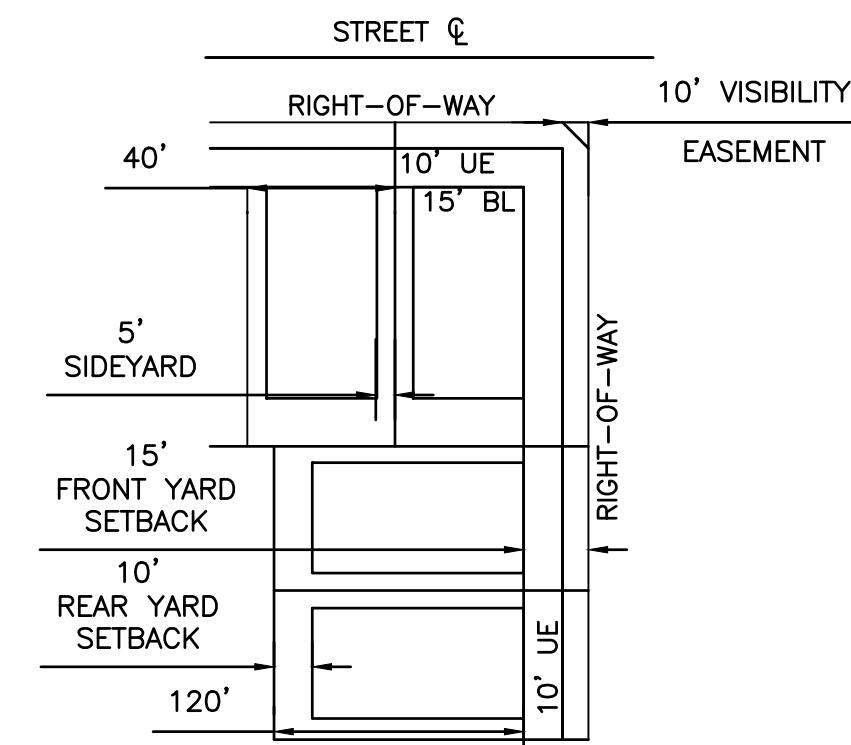
VICINITY MAP
NOT TO SCALE



KEY MAP
NOT TO SCALE

SITE DATA SUMMARY TABLE				
GENERAL SITE DATA		AGRICULTURAL USE		
CURRENT LAND USE		353.691		
GROSS SITE AREA				

LOT COUNT SUMMARY					
TYPICAL LOT SIZE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5
40' X 120'	148	159	100	154	142
50' X 120'	73	109	139	100	115
TOTAL	221	268	329	256	257

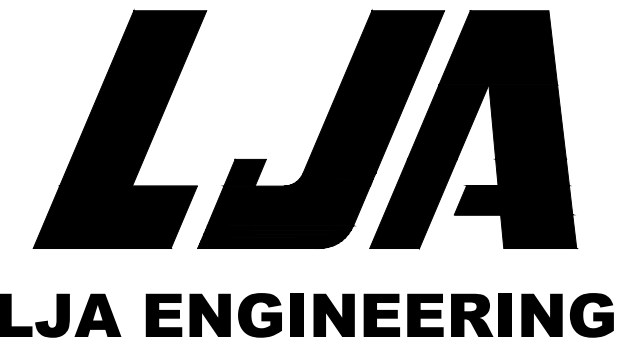


MATCH LINE SHEET 3

448.797 ACRES
GENE P.
MCCUTCHIN
TO
GENE MCCUTCHIN
LTD. III
C.C.#2015-30519
O.P.R.D.C.T.
EXECUTED:
03/17/2015
FILED:
03/26/2015

BLOCK AT LOT 1X
PRIVATE HOA/DEVELOPER
OWNED AND MAINTAINED
OPEN SPACE AND
DRAINAGE EASEMENT
418.35 AC

BLOCK T LOT 2X
PRIVATE
HOA/DEVELOPER
OWNED AND
MAINTAINED
OPEN SPACE AND
DRAINAGE EASEMENT
110.33 AC



ENGINEER:

LJA ENGINEERING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
TEXAS REGISTRATION F-1386

SURVEY:

LJA SURVEYING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
T.B.P.E.L.S. FIRM NO. 10194382

DEVELOPER:

GRBK EDGEWOOD LLC
5501 HEADQUARTERS DR
PLANO, TX 75024
PHONE: (469)-573-6755

NOTES:

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83. DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALL TERRA RTKNET.
2. ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET, UNLESS OTHERWISE NOTED.
3. A DRAINAGE / UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING / FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
4. THE CITY NOR COUNTY WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

353.691 ACRES
OUT OF THE
MARSHALL UNIVERSITY SURVEY,
ABSTRACT NO. A0799A

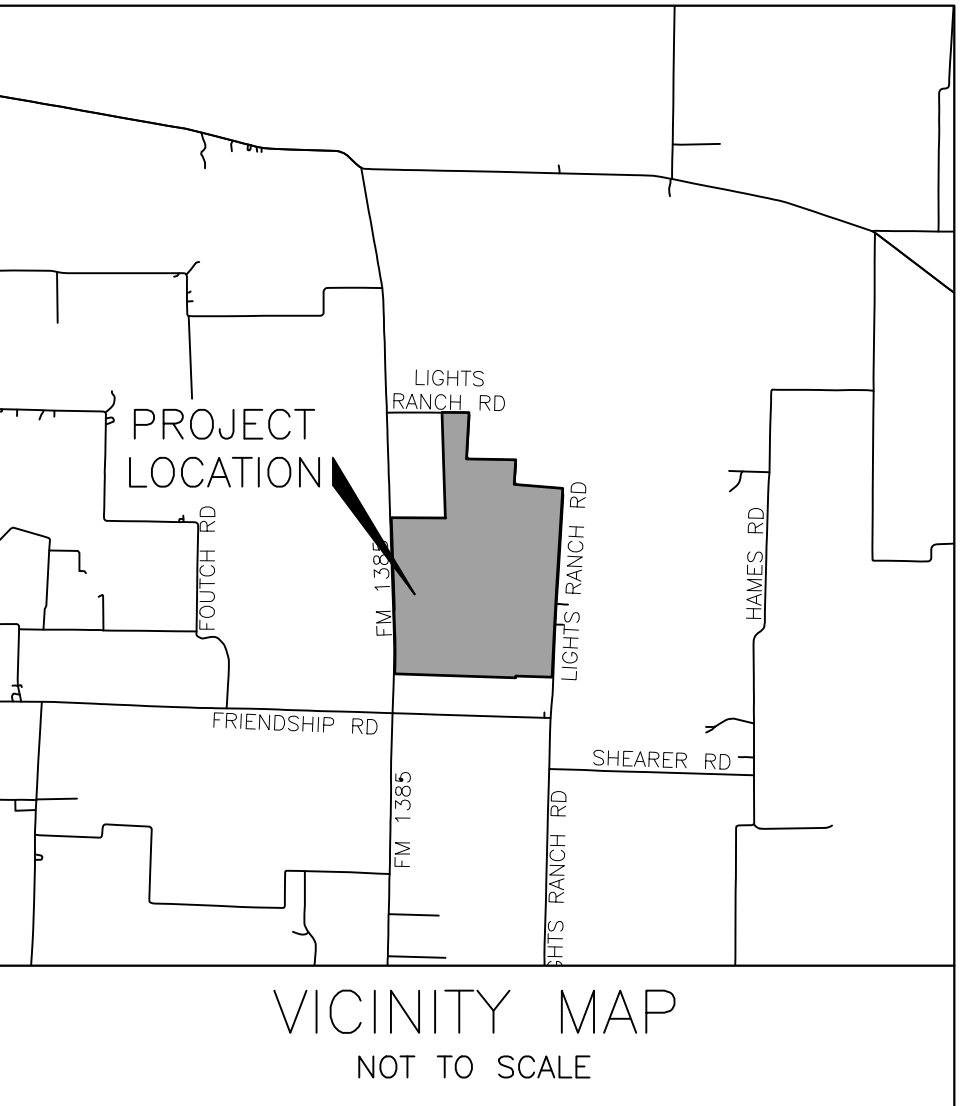
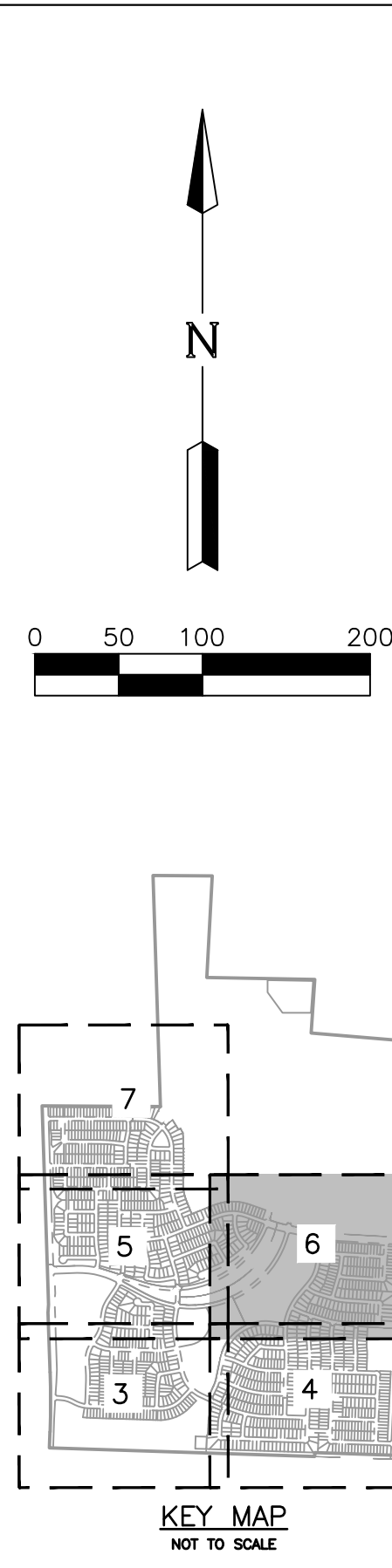
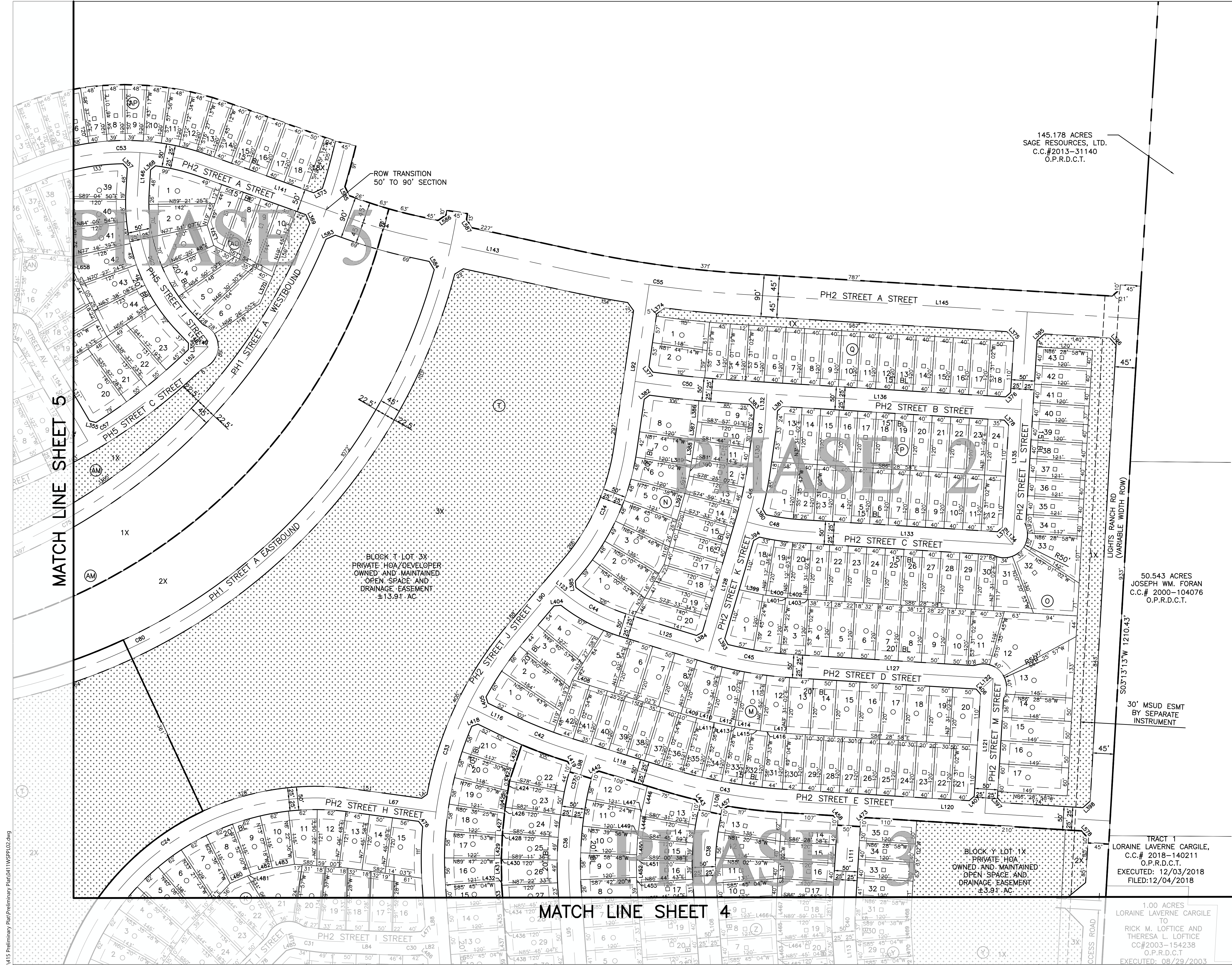
CITY OF PILOT POINT ETJ,
DENTON COUNTY, TEXAS

PRELIMINARY PLAT
FOR
WATERSIDE

SCALE: 1" = 100' MAPSCO: TIRZ 7

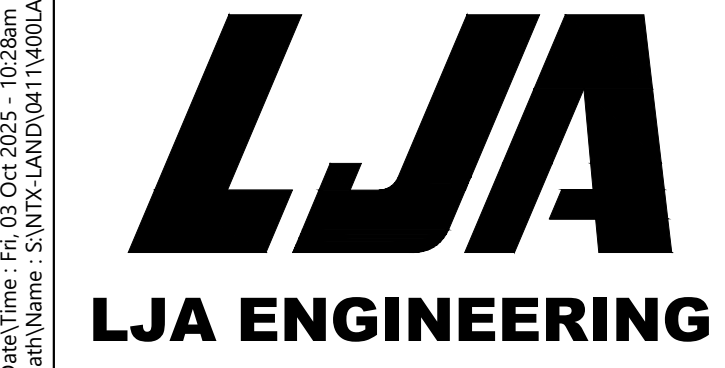
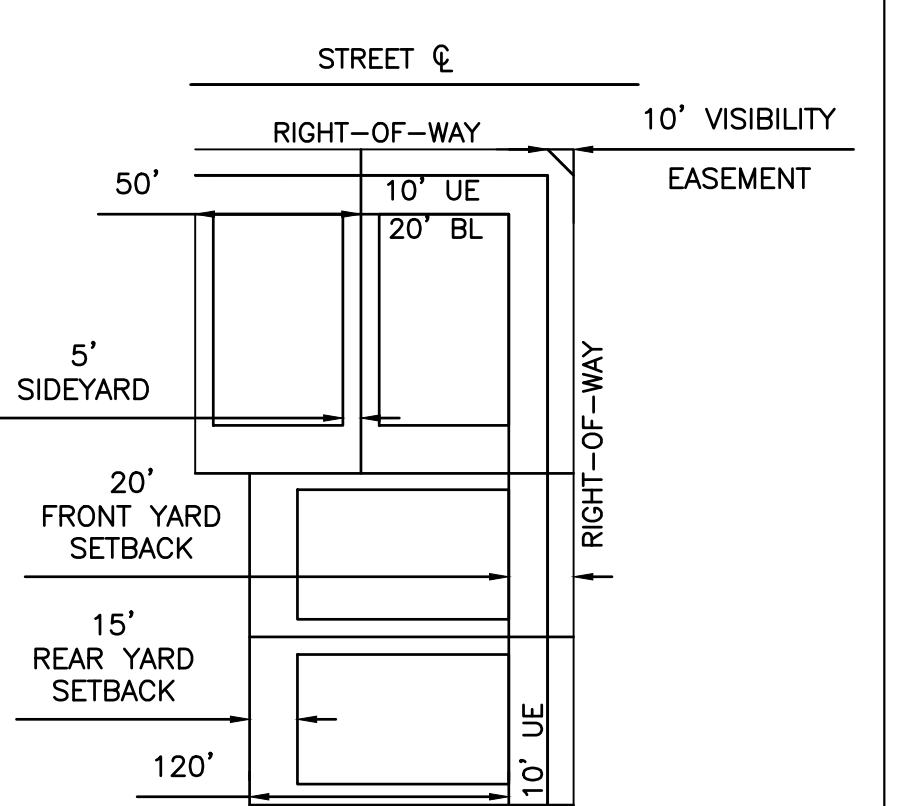
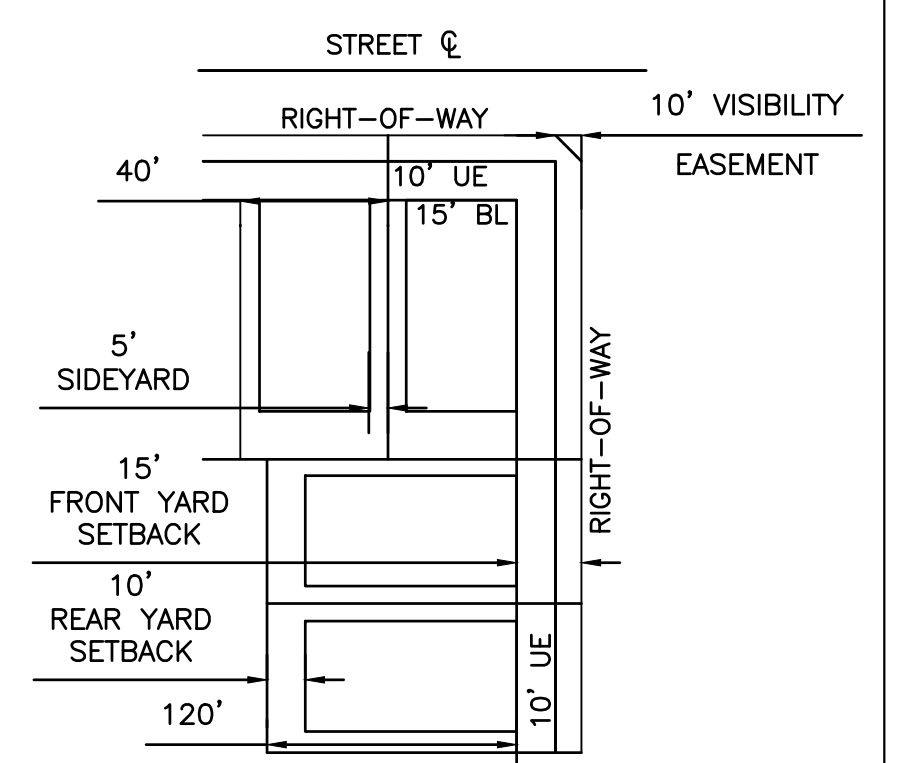
PP-XXX-XXX

PROJECT NO. NT340-0411



SITE DATA SUMMARY TABLE					
GENERAL SITE DATA					
CURRENT LAND USE	AGRICULTURAL USE				
GROSS SITE AREA	353.691				

LOT COUNT SUMMARY						
TYPICAL LOT SIZE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	TOTAL
40' X 120'	148	159	190	156	142	795
50' X 120'	73	109	139	100	115	536
TOTAL	221	268	329	256	257	1331



ENGINEER:
LJA ENGINEERING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
TEXAS REGISTRATION F-1386

SURVEY:
LJA SURVEYING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
T.B.P.E.L.S. FIRM NO. 10194382

DEVELOPER:
GRBK EDGEWOOD LLC
5501 HEADQUARTERS DR
PLANO, TX 75024
PHONE: (469)-573-6755

NOTES:
1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83.
DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET.
2. ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET,
UNLESS OTHERWISE NOTED.
3. A DRAINAGE / UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING / FUTURE
EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
4. THE CITY NOR COUNTY WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR
PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

353.691 ACRES
OUT OF THE
MARSHALL UNIVERSITY SURVEY,
ABSTRACT NO. A0799A

CITY OF PILOT POINT ETJ,
DENTON COUNTY, TEXAS

PRELIMINARY PLAT
FOR
WATERSIDE

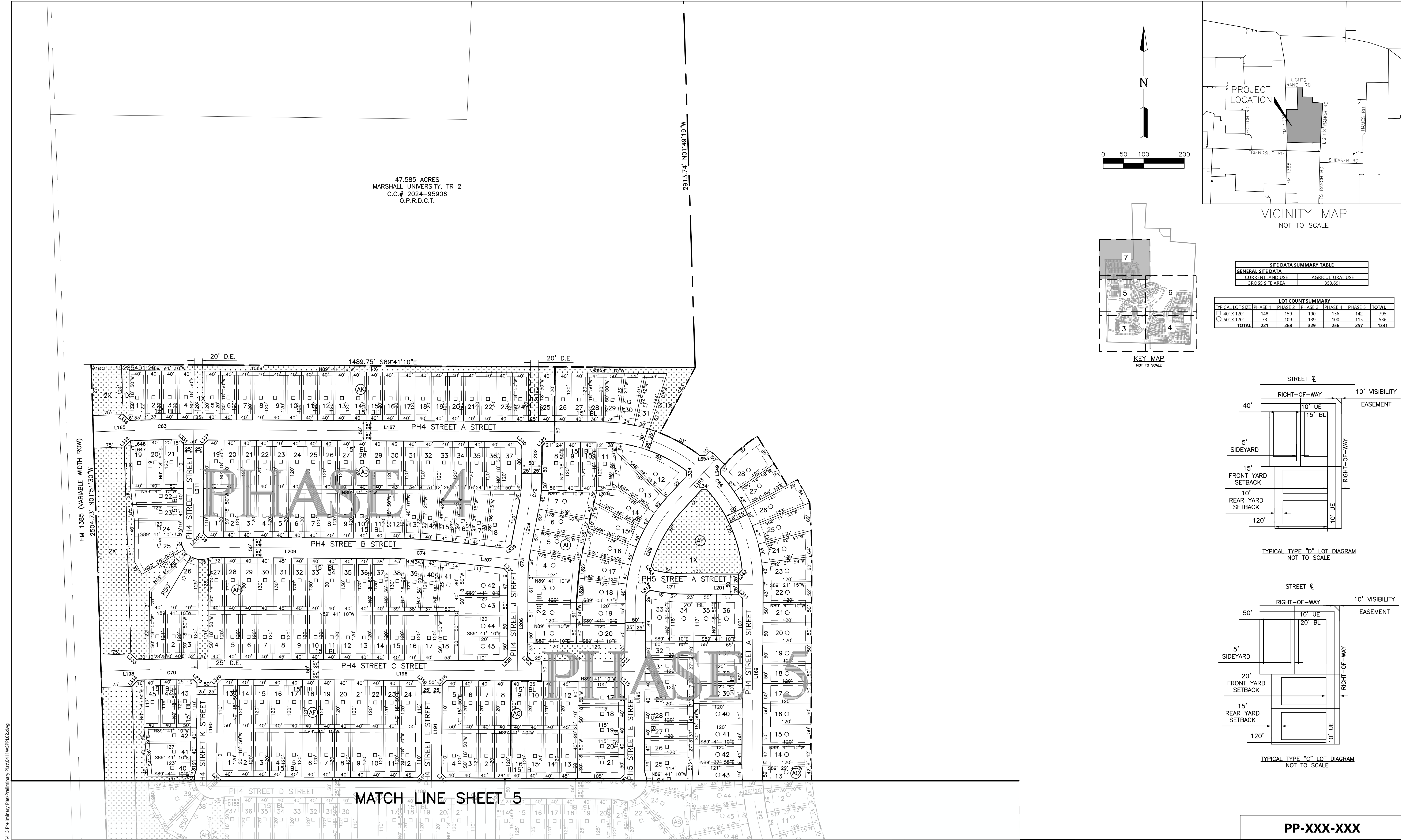
SCALE: 1" = 100' MAPSCO: TIRZ 7

PP-XXX-XXX

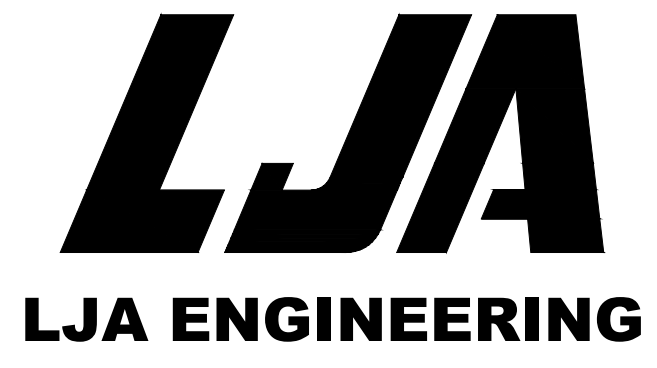
PROJECT NO. NT340-0411
Page 125 of 131

WATERSIDE PRELIMINARY PLAT

SHEET 6 OF 11



Date/Time: Fri, 03 Oct 2025 - 10:28am
Part/Name: S:\NTX\LAND\0411\WATER\LAND\0411\WATER\PP02.dwg



ENGINEER:
LJA ENGINEERING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
TEXAS REGISTRATION F-1386

SURVEY:
LJA SURVEYING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
T.B.P.E.L.S. FIRM NO. 10194382

DEVELOPER:
GRBK EDGEWOOD LLC
5501 HEADQUARTERS DR
PLANO, TX 75024
PHONE: (469)-573-6755

NOTES:
1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83.
DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET.
2. ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET,
UNLESS OTHERWISE NOTED.
3. A DRAINAGE / UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING / FUTURE
EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
4. THE CITY NOR COUNTY WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR
PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

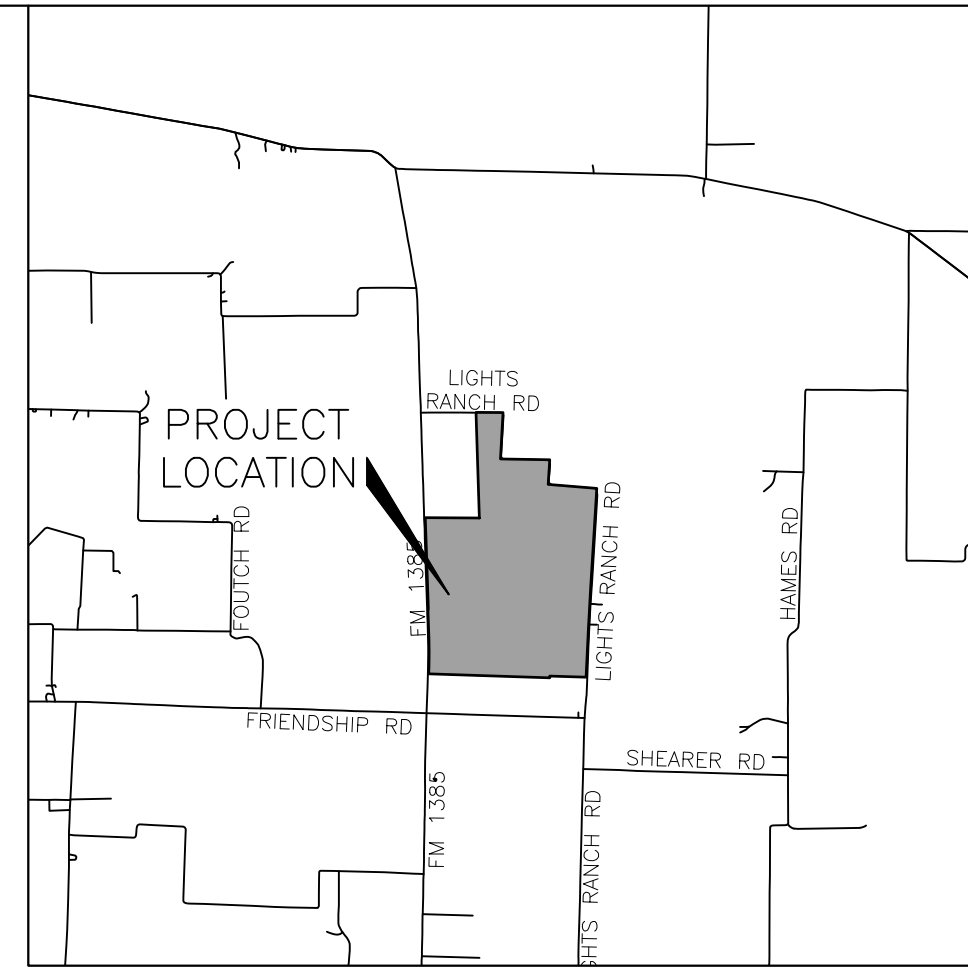
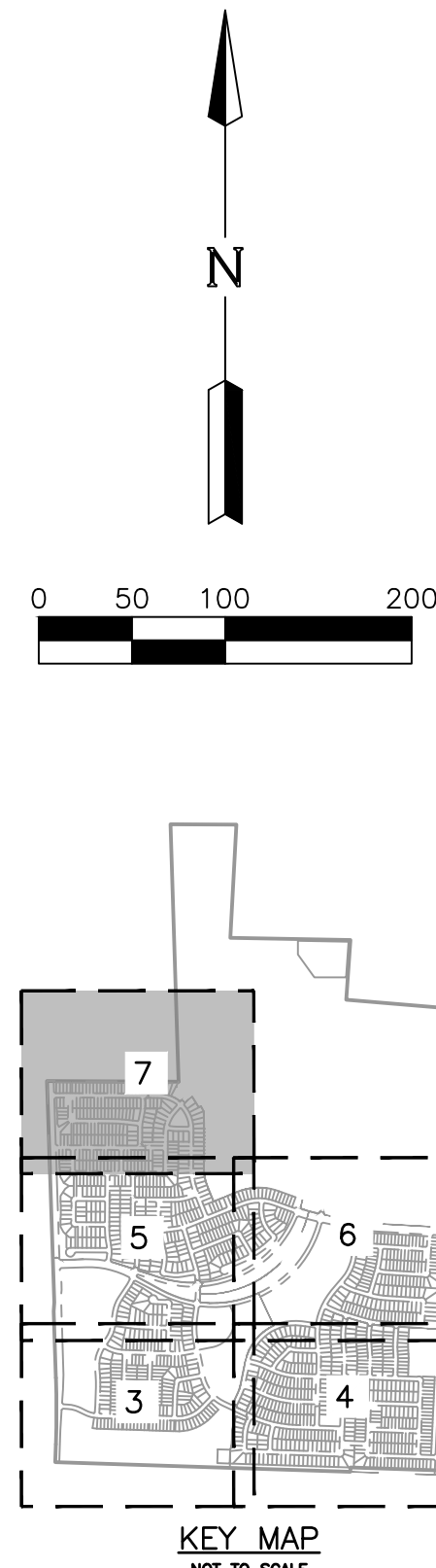
353.691 ACRES
OUT OF THE
MARSHALL UNIVERSITY SURVEY,
ABSTRACT NO. A0799A

CITY OF PILOT POINT ETJ,
DENTON COUNTY, TEXAS

PRELIMINARY PLAT
FOR
WATERSIDE

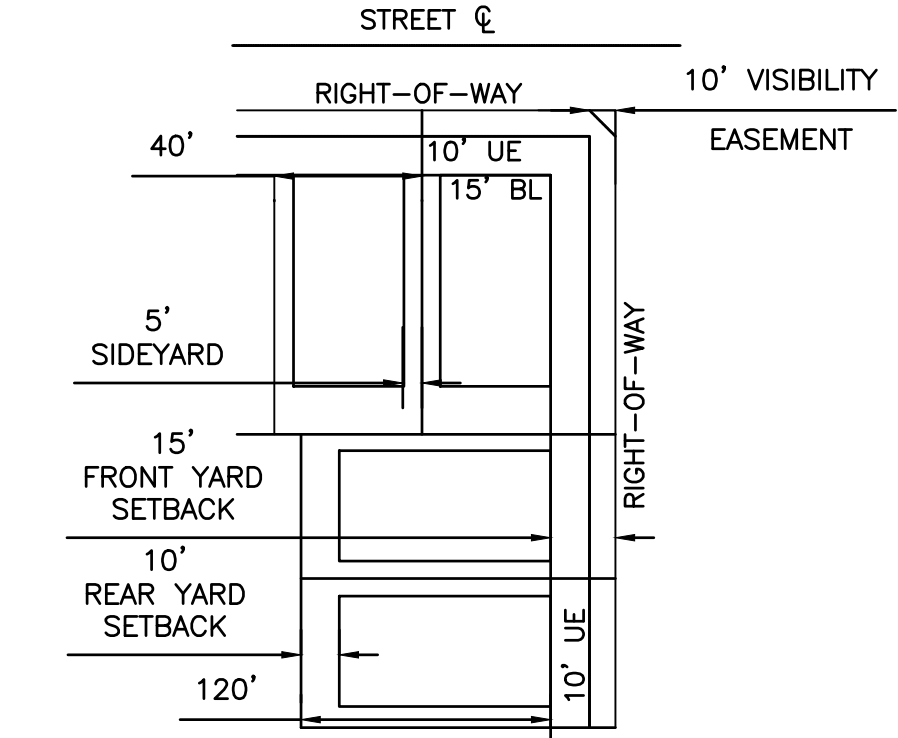
SCALE: 1" = 100' MAPSCO: TIRZ 7

PP-XXX-XXX

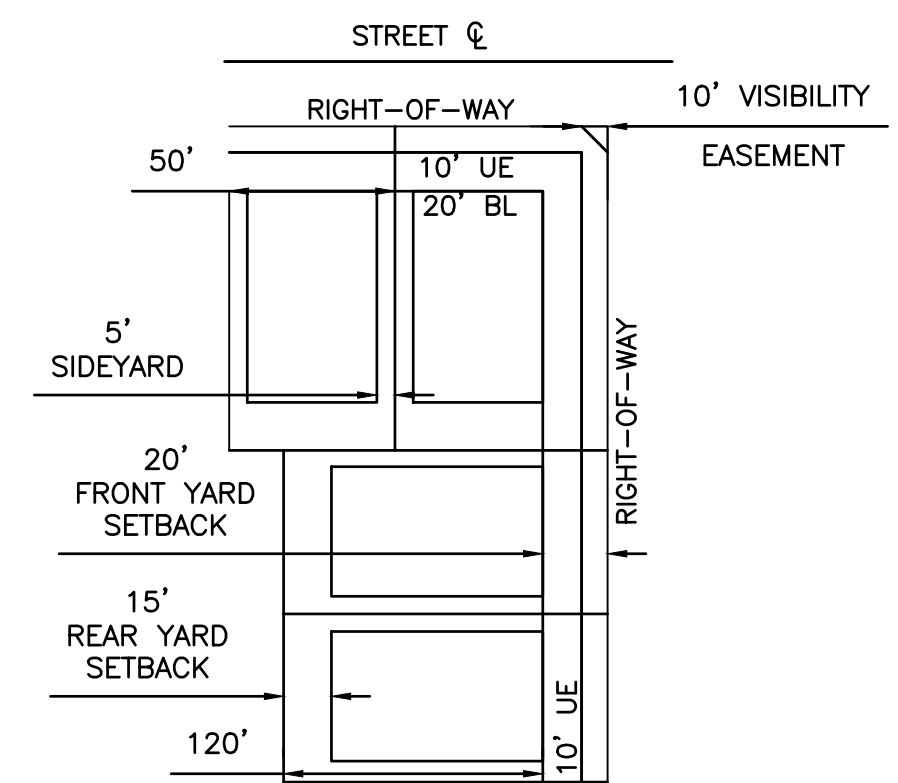


SITE DATA SUMMARY TABLE	
GENERAL SITE DATA	
CURRENT LAND USE	AGRICULTURAL USE
GROSS SITE AREA	353.691

LOT COUNT SUMMARY					
TYPICAL LOT SIZE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5
40' X 120'	148	159	190	156	142
50' X 120'	73	109	139	100	115
TOTAL	221	268	329	256	257



TYPICAL TYPE "D" LOT DIAGRAM
NOT TO SCALE

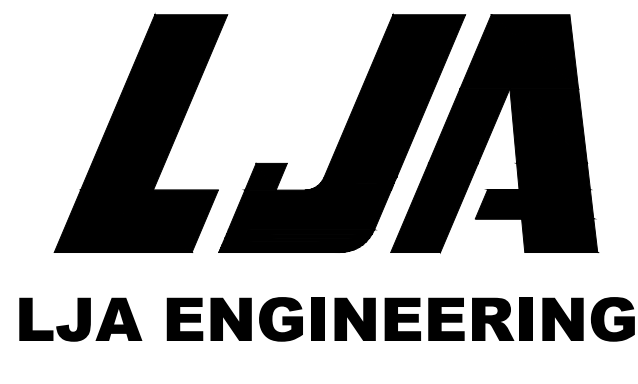


TYPICAL TYPE "C" LOT DIAGRAM
NOT TO SCALE

WATERSIDE PRELIMINARY PLAT

SHEET 7 OF 11

DataTime: Fri, 03 Oct 2025 - 10:38am
PartName: S:\NT340-0411\W04115\PP02.dwg



ENGINEER:

LJA ENGINEERING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
TEXAS REGISTRATION F-1386

SURVEY:

LJA SURVEYING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
T.B.P.E.L.S. FIRM NO. 10194382

DEVELOPER:

GRBK EDGEWOOD LLC
501 HEADQUARTERS DR
PLANO, TX 75024
PHONE: (469)-573-6755

NOTES:

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83. DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALL TERRA RTKNET.
2. ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET, UNLESS OTHERWISE NOTED.
3. A DRAINAGE / UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING / FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
4. THE CITY NOR COUNTY WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

353.691 ACRES
OUT OF THE
MARSHALL UNIVERSITY SURVEY,
ABSTRACT NO. A0799A

CITY OF PILOT POINT ETJ,
DENTON COUNTY, TEXAS

PRELIMINARY PLAT
FOR
WATERSIDE

SCALE: 1" = 100' MAPSCO: TIRZ 7

PP-XXX-XXX

PROJECT NO. NT340-0411

Page 127 of 131

SINGLE FAMILY RESIDENTIAL		
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)
BLOCK A LOT 1	7,233 SF	0.166 AC
BLOCK A LOT 2	6,004 SF	0.138 AC
BLOCK A LOT 3	6,000 SF	0.138 AC
BLOCK A LOT 4	6,000 SF	0.138 AC
BLOCK A LOT 5	6,000 SF	0.138 AC
BLOCK A LOT 6	6,028 SF	0.138 AC
BLOCK A LOT 7	6,184 SF	0.142 AC
BLOCK A LOT 8	6,199 SF	0.142 AC
BLOCK A LOT 9	6,251 SF	0.144 AC
BLOCK A LOT 10	6,253 SF	0.144 AC
BLOCK A LOT 11	7,506 SF	0.172 AC
BLOCK A LOT 12	7,418 SF	0.170 AC
BLOCK A LOT 13	10,952 SF	0.251 AC
BLOCK A LOT 14	8,292 SF	0.190 AC
BLOCK A LOT 15	5,578 SF	0.128 AC
BLOCK A LOT 16	5,270 SF	0.121 AC
BLOCK A LOT 17	5,186 SF	0.119 AC
BLOCK A LOT 18	5,098 SF	0.117 AC
BLOCK A LOT 19	5,011 SF	0.115 AC
BLOCK A LOT 20	4,923 SF	0.113 AC
BLOCK A LOT 21	4,848 SF	0.111 AC
BLOCK A LOT 22	4,808 SF	0.110 AC
BLOCK A LOT 23	4,800 SF	0.110 AC
BLOCK A LOT 24	4,800 SF	0.110 AC
BLOCK A LOT 25	4,800 SF	0.110 AC
BLOCK A LOT 26	4,800 SF	0.110 AC
BLOCK A LOT 27	4,800 SF	0.110 AC
BLOCK A LOT 28	4,800 SF	0.110 AC
BLOCK A LOT 29	5,950 SF	0.137 AC
BLOCK AA LOT 1	6,550 SF	0.150 AC
BLOCK AA LOT 2	6,000 SF	0.138 AC
BLOCK AA LOT 3	6,000 SF	0.138 AC
BLOCK AA LOT 4	6,420 SF	0.147 AC
BLOCK AA LOT 5	6,082 SF	0.140 AC
BLOCK AA LOT 6	6,000 SF	0.138 AC
BLOCK AA LOT 7	6,000 SF	0.138 AC
BLOCK AA LOT 8	6,168 SF	0.142 AC
BLOCK AA LOT 9	6,383 SF	0.147 AC
BLOCK AA LOT 10	6,385 SF	0.147 AC
BLOCK AA LOT 11	6,384 SF	0.147 AC

SINGLE FAMILY RESIDENTIAL		
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)
BLOCK AA LOT 12	7,118 SF	0.163 AC
BLOCK AA LOT 13	6,934 SF	0.159 AC
BLOCK AA LOT 14	5,186 SF	0.119 AC
BLOCK AA LOT 15	5,186 SF	0.119 AC
BLOCK AA LOT 16	5,186 SF	0.119 AC
BLOCK AA LOT 17	4,894 SF	0.112 AC
BLOCK AA LOT 18	4,800 SF	0.110 AC
BLOCK AA LOT 19	4,800 SF	0.110 AC
BLOCK AA LOT 20	4,800 SF	0.110 AC
BLOCK AA LOT 21	4,884 SF	0.112 AC
BLOCK AA LOT 22	5,204 SF	0.119 AC
BLOCK AA LOT 23	4,800 SF	0.110 AC
BLOCK AA LOT 24	4,800 SF	0.110 AC
BLOCK AA LOT 25	4,800 SF	0.110 AC
BLOCK AA LOT 26	5,350 SF	0.123 AC
BLOCK AB LOT 1	6,614 SF	0.152 AC
BLOCK AB LOT 2	6,000 SF	0.138 AC
BLOCK AB LOT 3	6,000 SF	0.138 AC
BLOCK AB LOT 4	6,000 SF	0.138 AC
BLOCK AB LOT 5	6,000 SF	0.138 AC
BLOCK AB LOT 6	6,000 SF	0.138 AC
BLOCK AB LOT 7	6,000 SF	0.138 AC
BLOCK AB LOT 8	8,946 SF	0.205 AC
BLOCK AB LOT 9	7,322 SF	0.168 AC
BLOCK AB LOT 10	6,000 SF	0.138 AC
BLOCK AB LOT 11	6,000 SF	0.138 AC
BLOCK AB LOT 12	6,000 SF	0.138 AC
BLOCK AB LOT 13	6,000 SF	0.138 AC
BLOCK AB LOT 14	6,000 SF	0.138 AC
BLOCK AB LOT 15	9,559 SF	0.219 AC
BLOCK AB LOT 16	9,588 SF	0.220 AC
BLOCK AB LOT 17	6,710 SF	0.154 AC
BLOCK AB LOT 18	6,082 SF	0.140 AC
BLOCK AB LOT 19	6,000 SF	0.138 AC
BLOCK AB LOT 20	6,000 SF	0.138 AC
BLOCK AB LOT 21	6,086 SF	0.140 AC
BLOCK AB LOT 22	8,948 SF	0.205 AC
BLOCK AB LOT 23	11,376 SF	0.261 AC
BLOCK AB LOT 24	8,354 SF	0.192 AC
BLOCK AB LOT 25	6,002 SF	0.138 AC

SINGLE FAMILY RESIDENTIAL		
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)
BLOCK AB LOT 26	6,001 SF	0.138 AC
BLOCK AB LOT 28	6,001 SF	0.138 AC
BLOCK AB LOT 30	5,950 SF	0.137 AC
BLOCK AB LOT 31	4,800 SF	0.110 AC
BLOCK AB LOT 32	4,799 SF	0.110 AC
BLOCK AB LOT 33	4,799 SF	0.110 AC
BLOCK AB LOT 34	4,799 SF	0.110 AC
BLOCK AB LOT 35	4,799 SF	0.110 AC
BLOCK AB LOT 36	4,798 SF	0.110 AC
BLOCK AB LOT 37	4,798 SF	0.110 AC
BLOCK AB LOT 38	9,681 SF	0.222 AC
BLOCK AB LOT 39	8,472 SF	0.194 AC
BLOCK AB LOT 40	4,817 SF	0.111 AC
BLOCK AB LOT 41	5,000 SF	0.115 AC
BLOCK AB LOT 42	5,133 SF	0.118 AC
BLOCK AB LOT 43	5,949 SF	0.137 AC
BLOCK AB LOT 44	4,778 SF	0.110 AC
BLOCK AB LOT 45	4,724 SF	0.108 AC
BLOCK AC LOT 1	8,350 SF	0.192 AC
BLOCK AC LOT 2	6,000 SF	0.138 AC
BLOCK AC LOT 3	6,000 SF	0.138 AC
BLOCK AC LOT 4	8,350 SF	0.192 AC
BLOCK AC LOT 5	6,000 SF	0.152 AC
BLOCK AC LOT 6	6,000 SF	0.138 AC
BLOCK AC LOT 7	6,000 SF	0.138 AC
BLOCK AC LOT 8	7,150 SF	0.164 AC
BLOCK AC LOT 9	7,150 SF	0.164 AC
BLOCK AC LOT 10	6,000 SF	0.138 AC
BLOCK AC LOT 11	6,000 SF	0.138 AC
BLOCK AC LOT 12	6,600 SF	0.152 AC
BLOCK AC LOT 1	10,183 SF	0.234 AC
BLOCK AD LOT 2	7,076 SF	0.162 AC
BLOCK AD LOT 3	6,835 SF	0.152 AC
BLOCK AD LOT 4	6,136 SF	0.141 AC
BLOCK AD LOT 5	6,385 SF	0.147 AC
BLOCK AD LOT 6	6,413 SF	0.147 AC
BLOCK AD LOT 7	6,144 SF	0.141 AC
BLOCK AD LOT 8	6,000 SF	0.138 AC

SINGLE FAMILY RESIDENTIAL		
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)
BLOCK AD LOT 9	6,000 SF	0.138 AC
BLOCK AD LOT 10	6,000 SF	0.138 AC
BLOCK AD LOT 11	6,000 SF	0.138 AC
BLOCK AD LOT 12	6,000 SF	0.138 AC
BLOCK AD LOT 13	6,000 SF	0.138 AC
BLOCK AD LOT 14	6,000 SF	0.138 AC
BLOCK AD LOT 15	6,000 SF	0.138 AC
BLOCK AD LOT 16	6,000 SF	0.138 AC
BLOCK AD LOT 17	7,150 SF	0.164 AC
BLOCK AD LOT 18	4,800 SF	0.110 AC
BLOCK AD LOT 19	4,800 SF	0.110 AC
BLOCK AD LOT 20	4,800 SF	0.110 AC
BLOCK AD LOT 21	7,150 SF	0.164 AC
BLOCK AD LOT 22	6,000 SF	0.138 AC
BLOCK AD LOT 23	6,000 SF	0.138 AC
BLOCK AD LOT 24	6,000 SF	0.138 AC
BLOCK AD LOT 25	6,000 SF	0.138 AC
BLOCK AD LOT 26	6,000 SF	0.138 AC
BLOCK AD LOT 27	6,000 SF	0.138 AC
BLOCK AD LOT 28	6,000 SF	0.138 AC
BLOCK AD LOT 29	6,000 SF	0.138 AC
BLOCK AD LOT 30	6,004 SF	0.138 AC
BLOCK AD LOT 31	6,336 SF	0.145 AC
BLOCK AD LOT 32	6,310 SF	0.145 AC
BLOCK AD LOT 33	6,298 SF	0.145 AC
BLOCK AD LOT 34	6,217 SF	0.143 AC
BLOCK AD LOT 35	6,036 SF	0.139 AC
BLOCK AD LOT 36	6,447 SF	0.148 AC
BLOCK AD LOT 37	6,866 SF	0.158 AC
BLOCK AD LOT 38	7,834 SF	0.180 AC
BLOCK AE LOT 1	6,811 SF	0.158 AC
BLOCK AE LOT 2	6,845 SF	0.157 AC
BLOCK AE LOT 3	6,790 SF	0.158 AC
BLOCK AE LOT 4	6,614 SF	0.152 AC
BLOCK AE LOT 5	6,191 SF	0.142 AC
BLOCK AE LOT 6	6,191 SF	0.142 AC
BLOCK AE LOT 7	6,393 SF	0.147 AC
BLOCK AE LOT 8	6,481 SF	0.149 AC
BLOCK AE LOT 9	6,450 SF	0.148 AC
BLOCK AE LOT 10	6,309 SF	0.145 AC

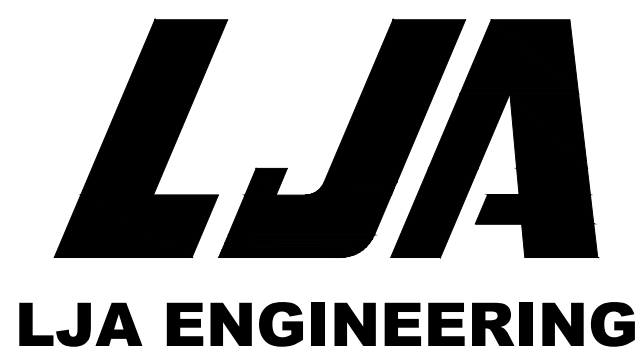
SINGLE FAMILY RESIDENTIAL		
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)
BLOCK AE LOT 11	6,051 SF	0.139 AC
BLOCK AE LOT 12	6,000 SF	0.138 AC
BLOCK AE LOT 13	6,000 SF	0.138 AC
BLOCK AE LOT 14	6,000 SF	0.138 AC
BLOCK AE LOT 15	6,550 SF	0.150 AC
BLOCK AE LOT 16	6,550 SF	0.150 AC
BLOCK AE LOT 17	6,000 SF	0.138 AC
BLOCK AE LOT 18	6,000 SF	0.138 AC
BLOCK AE LOT 19	6,163 SF	0.141 AC
BLOCK AE LOT 20	6,297 SF	0.145 AC
BLOCK AE LOT 21	6,332 SF	0.145 AC
BLOCK AE LOT 22	6,322 SF	0.145 AC
BLOCK AE LOT 23	6,431 SF	0.148 AC
BLOCK AE LOT 24	6,550 SF	0.150 AC
BLOCK AE LOT 25	6,680 SF	0.153 AC
BLOCK AE LOT 26	6,914 SF	0.159 AC
BLOCK AE LOT 27	7,737 SF	0.178 AC
BLOCK AE LOT 28	7,786 SF	0.179 AC
BLOCK AE LOT 29	6,746 SF	0.155 AC
BLOCK AE LOT 30	8,148 SF	0.187 AC
BLOCK AF LOT 1	5,950 SF	0.137 AC
BLOCK AF LOT 2	4,800 SF	0.110 AC
BLOCK AF LOT 3	4,800 SF	0.110 AC
BLOCK AF LOT 4	4,800 SF	0.110 AC
BLOCK AF LOT 5	4,800 SF	0.110 AC
BLOCK AF LOT 6	4,800 SF	0.110 AC
BLOCK AF LOT 7	4,800 SF	0.110 AC
BLOCK AF LOT 8	4,800 SF	0.110 AC
BLOCK AF LOT 9	4,800 SF	0.110 AC
BLOCK AF LOT 10	4,800 SF	0.110 AC
BLOCK AF LOT 11	4,800 SF	0.110 AC
BLOCK AF LOT 12	6,505 SF	0.149 AC
BLOCK AF LOT 13	5,950 SF	0.137 AC
BLOCK AF LOT 14	4,800 SF	0.110 AC
BLOCK AF LOT 15	4,800 SF	0.110 AC
BLOCK AF LOT 16	4,800 SF	0.110 AC
BLOCK AF LOT 17	4,800 SF	0.110 AC
BLOCK AF LOT 18	4,800 SF	0.110 AC
BLOCK AF LOT 19	4,800 SF	0.110 AC
BLOCK AF LOT 20	4,800 SF	0.110 AC

SINGLE FAMILY RESIDENTIAL		
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)
BLOCK AF LOT 21	4,800 SF	0.110 AC
BLOCK AF LOT 22	4,800 SF	0.110 AC
BLOCK AF LOT 23	4,800 SF	0.110 AC
BLOCK AF LOT 24	6,505 SF	0.149 AC
BLOCK AG LOT 1	4,800 SF	0.110 AC
BLOCK AG LOT 2	4,800 SF	0.110 AC
BLOCK AG LOT 3	4,800 SF	0.110 AC
BLOCK AG LOT 4	5,950 SF	0.137 AC
BLOCK AG LOT 5	5,950 SF	0.137 AC
BLOCK AG LOT 6	4,800 SF	0.110 AC
BLOCK AG LOT 7	4,800 SF	0.110 AC
BLOCK AG LOT 8	4,800 SF	0.110 AC
BLOCK AG LOT 9	4,800 SF	0.110 AC
BLOCK AG LOT 10	4,800 SF	0.110 AC
BLOCK AG LOT 11	4,800 SF	0.110 AC
BLOCK AG LOT 13	5,431 SF	0.125 AC
BLOCK AG LOT 14	4,800 SF	0.110 AC
BLOCK AG LOT 15	4,800 SF	0.110 AC
BLOCK AG LOT 16	4,800 SF	0.110 AC
BLOCK AG LOT 17	6,850 SF	0.157 AC
BLOCK AH LOT 1	4,854 SF	0.111 AC
BLOCK AH LOT 2	4,812 SF	0.110 AC
BLOCK AH LOT 3	4,800 SF	0.110 AC
BLOCK AH LOT 4	4,800 SF	0.110 AC
BLOCK AH LOT 5	4,800 SF	0.110 AC
BLOCK AH LOT 6	4,800 SF	0.110 AC
BLOCK AH LOT 7	4,800 SF	0.110 AC
BLOCK AH LOT 8	5,400 SF	0.124 AC
BLOCK AH LOT 9	4,800 SF	0.110 AC
BLOCK AH LOT 10	4,800 SF	0.110 AC
BLOCK AH LOT 11	4,800 SF	0.110 AC
BLOCK AH LOT 12	4,800 SF	0.110 AC
BLOCK AH LOT 13	4,800 SF	0.110 AC
BLOCK AH LOT 14	4,800 SF	0.110 AC
BLOCK AH LOT 15	4,800 SF	0.110 AC
BLOCK AH LOT 16	4,800 SF	0.110 AC
BLOCK AH LOT 17	4,800 SF	0.110 AC
BLOCK AH LOT 18	6,389 SF	0.147 AC
BLOCK AH LOT 19	4,721 SF	0.108 AC
BLOCK AH LOT 20	4,778 SF	0.110 AC

SINGLE FAMILY RESIDENTIAL		
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)
BLOCK AH LOT 21	5,949 SF	0.137 AC
BLOCK AH LOT 22	5,100 SF	0.117 AC
BLOCK AH LOT 23	4,900 SF	0.112 AC
BLOCK AH LOT 24	4,750 SF	0.109 AC
BLOCK AH LOT 25	7,620 SF	0.175 AC
BLOCK AH LOT 26	12,230 SF	0.281 AC
BLOCK AH LOT 27	5,196 SF	0.119 AC
BLOCK AH LOT 28	5,200 SF	0.119 AC
BLOCK AH LOT 29	5,200 SF	0.119 AC
BLOCK AH LOT 30	5,200 SF	0.119 AC
BLOCK AH LOT 31	5,850 SF	0.134 AC
BLOCK AH LOT 32	5,200 SF	0.119 AC
BLOCK AH LOT 33	5,200 SF	0.119 AC
BLOCK AH LOT 34	5,200 SF	0.119 AC
BLOCK AH LOT 35	5,200 SF	0.119 AC
BLOCK AH LOT 36	5,200 SF	0.119 AC
BLOCK AH LOT 37	5,221 SF	0.120 AC
BLOCK AH LOT 38	5,309 SF	0.122 AC
BLOCK AH LOT 39	5,263 SF	0.121 AC
BLOCK AH LOT 40	5,172 SF	0.119 AC
BLOCK AH LOT 41	6,146 SF	0.141 AC
BLOCK AH LOT 42	8,711 SF	0.200 AC
BLOCK AH LOT 43	6,000 SF	0.138 AC
BLOCK AH LOT 44	6,000 SF	0.138 AC
BLOCK AH LOT 45	7,150 SF	0.164 AC
BLOCK AI LOT 1	6,000 SF	0.138 AC
BLOCK AI LOT 2	6,130 SF	0.141 AC
BLOCK AI LOT 3	7,405 SF	0.170 AC
BLOCK AI LOT 4	7,178 SF	0.165 AC
BLOCK AI LOT 5	6,647 SF	0.153 AC
BLOCK AI LOT 6	6,376 SF	0.146 AC
BLOCK AI LOT 7	7,719 SF	0.177 AC
BLOCK AI LOT 8	6,562 SF	0.151 AC
BLOCK AI LOT 9	4,800 SF	0.110 AC
BLOCK AI LOT 10	4,800 SF	0.110 AC
BLOCK AI LOT 11	5,186 SF	0.119 AC
BLOCK AI LOT 12	10,818 SF	0.248 AC
BLOCK AI LOT 13	8,203 SF	0.188 AC
BLOCK AI LOT 14	7,633 SF	0.175 AC
BLOCK AI LOT 15	7,469 SF	0.171 AC

SINGLE FAMILY RESIDENTIAL		
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)
BLOCK AI LOT 16	6,892 SF	0.158 AC
BLOCK AI LOT 17	6,731 SF	0.155 AC
BLOCK AI LOT 18	6,484 SF	0.149 AC
BLOCK AI LOT 19	6,052 SF	0.139 AC
BLOCK AI LOT 20	6,000 SF	0.138 AC
BLOCK AJ LOT 1	5,950 SF	0.137 AC
BLOCK AJ LOT 2	4,800 SF	0.110 AC
BLOCK AJ LOT 3	4,800 SF	0.110 AC
BLOCK AJ LOT 4	4,800 SF	0.110 AC
BLOCK AJ LOT 5	4,800 SF	0.110 AC
BLOCK AJ LOT 6	4,800 SF	0.110 AC
BLOCK AJ LOT 7	4,800 SF	0.110 AC
BLOCK AJ LOT 8	4,800 SF	0.110 AC
BLOCK AJ LOT 9	4,800 SF	0.110 AC
BLOCK AJ LOT 10	4,800 SF	0.110 AC
BLOCK AJ LOT 11	4,800 SF	0.110 AC
BLOCK AJ LOT 12	5,647 SF	0.130 AC
BLOCK AJ LOT 13	4,996 SF	0.115 AC
BLOCK AJ LOT 14	5,091 SF	0.117 AC
BLOCK AJ LOT 15	5,234 SF	0.120 AC
BLOCK AJ LOT 16	5,283 SF	0.121 AC
BLOCK AJ LOT 17	5,249 SF	0.124 AC
BLOCK AJ LOT 18	9,827 SF	0.226 AC
BLOCK AJ LOT 19	5,950 SF	0.137 AC
BLOCK AJ LOT 20	4,800 SF	0.110 AC
BLOCK AJ LOT 21	4,800 SF	0.110 AC
BLOCK AJ LOT 22	4,800 SF	0.110 AC
BLOCK AJ LOT 23	4,800 SF	0.110 AC
BLOCK AJ LOT 24	4,800 SF	0.110 AC
BLOCK AJ LOT 25	4,800 SF	0.110 AC
BLOCK AJ LOT 26	4,800 SF	0.110 AC
BLOCK AJ LOT 27	4,800 SF	0.110 AC
BLOCK AJ LOT 28	4,800 SF	0.110 AC
BLOCK AJ LOT 29	4,800 SF	0.110 AC
BLOCK AJ LOT 30	5,128 SF	0.118 AC
BLOCK AJ LOT 31	4,800 SF	0.110 AC
BLOCK AJ LOT 32	4,800 SF	0.110 AC
BLOCK AJ LOT 33	4,800 SF	0.110 AC
BLOCK AJ LOT 34	4,800 SF	0.110 AC
BLOCK AJ LOT 35	4,800 SF	0.110 AC

Date/Time: Fri, 03 Oct 2025 - 10:38am
Part/Name: S:\NT340-LAND\04-11\LAND\0415 Preliminary Plan\0411MSP02.dwg



ENGINEER:

LJA ENGINEERING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
TEXAS REGISTRATION F-1386

SURVEY:

LJA SURVEYING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
T.B.P.E.L.S. FIRM NO. 10194382

DEVELOPER:

GRBK EDGEWOOD LLC
5501 HEADQUARTERS DR
PLANO, TX 75024
PHONE: (469)-573-6755

NOTES:

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83. DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALL TERRA RTKNET.
2. ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET, UNLESS OTHERWISE NOTED.
3. A DRAINAGE / UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING / FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
4. THE CITY NOR COUNTY WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

353.691 ACRES
OUT OF THE
MARSHALL UNIVERSITY SURVEY,
ABSTRACT NO. A0799A

CITY OF PILOT POINT ETJ,
DENTON COUNTY, TEXAS

PRELIMINARY PLAT
FOR
WATERSIDE

SCALE: 1" = 100' MAPSCO: TIRZ 7

PP-XXX-XXX

PROJECT NO. NT340-0411

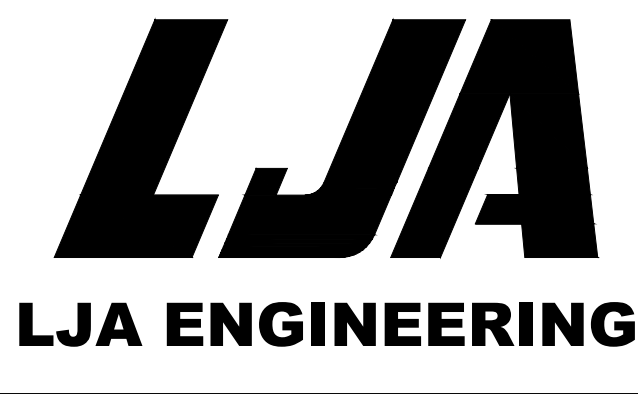
SINGLE FAMILY RESIDENTIAL			
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)	
BLOCK B LOT 79	4,800 SF	0.110 AC	
BLOCK B LOT 80	4,800 SF	0.110 AC	
BLOCK B LOT 81	4,800 SF	0.110 AC	
BLOCK B LOT 82	4,800 SF	0.110 AC	
BLOCK B LOT 83	4,800 SF	0.110 AC	
BLOCK B LOT 84	4,800 SF	0.110 AC	
BLOCK B LOT 85	4,800 SF	0.110 AC	
BLOCK B LOT 86	4,800 SF	0.110 AC	
BLOCK B LOT 87	4,800 SF	0.110 AC	
BLOCK B LOT 88	4,800 SF	0.110 AC	
BLOCK B LOT 89	4,800 SF	0.110 AC	
BLOCK B LOT 90	6,000 SF	0.138 AC	
BLOCK C LOT 1	7,150 SF	0.164 AC	
BLOCK C LOT 2	4,800 SF	0.110 AC	
BLOCK C LOT 3	4,800 SF	0.110 AC	
BLOCK C LOT 4	4,800 SF	0.110 AC	
BLOCK C LOT 5	7,150 SF	0.164 AC	
BLOCK C LOT 6	4,800 SF	0.110 AC	
BLOCK C LOT 7	4,800 SF	0.110 AC	
BLOCK C LOT 8	4,800 SF	0.110 AC	
BLOCK C LOT 9	4,800 SF	0.110 AC	
BLOCK C LOT 10	4,800 SF	0.110 AC	
BLOCK C LOT 11	4,800 SF	0.110 AC	
BLOCK C LOT 12	4,800 SF	0.110 AC	
BLOCK C LOT 13	4,800 SF	0.110 AC	
BLOCK C LOT 14	4,800 SF	0.110 AC	
BLOCK C LOT 15	4,800 SF	0.110 AC	
BLOCK C LOT 16	4,800 SF	0.110 AC	
BLOCK C LOT 17	7,150 SF	0.164 AC	
BLOCK C LOT 18	4,800 SF	0.110 AC	
BLOCK C LOT 19	4,800 SF	0.110 AC	
BLOCK C LOT 20	4,800 SF	0.110 AC	
BLOCK C LOT 21	7,150 SF	0.164 AC	
BLOCK C LOT 22	4,800 SF	0.110 AC	
BLOCK C LOT 23	4,800 SF	0.110 AC	
BLOCK C LOT 24	4,800 SF	0.110 AC	
BLOCK C LOT 25	4,800 SF	0.110 AC	
BLOCK C LOT 26	4,800 SF	0.110 AC	
BLOCK C LOT 27	4,800 SF	0.110 AC	
BLOCK C LOT 28	4,800 SF	0.110 AC	

SINGLE FAMILY RESIDENTIAL			
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)	
BLOCK C LOT 29	4,800 SF	0.110 AC	
BLOCK C LOT 30	4,800 SF	0.110 AC	
BLOCK C LOT 31	4,800 SF	0.110 AC	
BLOCK C LOT 32	4,800 SF	0.110 AC	
BLOCK D LOT 1	7,450 SF	0.171 AC	
BLOCK D LOT 2	4,800 SF	0.110 AC	
BLOCK D LOT 3	4,800 SF	0.110 AC	
BLOCK D LOT 4	4,800 SF	0.110 AC	
BLOCK D LOT 5	7,450 SF	0.171 AC	
BLOCK D LOT 6	4,800 SF	0.110 AC	
BLOCK D LOT 7	4,800 SF	0.110 AC	
BLOCK D LOT 8	4,800 SF	0.110 AC	
BLOCK D LOT 9	4,800 SF	0.110 AC	
BLOCK D LOT 10	4,800 SF	0.110 AC	
BLOCK D LOT 11	4,800 SF	0.110 AC	
BLOCK D LOT 12	4,800 SF	0.110 AC	
BLOCK D LOT 13	4,800 SF	0.110 AC	
BLOCK D LOT 14	5,400 SF	0.124 AC	
BLOCK D LOT 15	6,600 SF	0.152 AC	
BLOCK D LOT 16	7,800 SF	0.179 AC	
BLOCK D LOT 17	5,950 SF	0.137 AC	
BLOCK D LOT 18	4,800 SF	0.110 AC	
BLOCK D LOT 19	4,800 SF	0.110 AC	
BLOCK D LOT 20	4,800 SF	0.110 AC	
BLOCK D LOT 21	4,800 SF	0.110 AC	
BLOCK D LOT 22	4,956 SF	0.114 AC	
BLOCK D LOT 23	5,395 SF	0.124 AC	
BLOCK D LOT 24	4,800 SF	0.110 AC	
BLOCK D LOT 25	5,133 SF	0.118 AC	
BLOCK D LOT 26	8,624 SF	0.198 AC	
BLOCK D LOT 27	6,195 SF	0.142 AC	
BLOCK D LOT 28	6,195 SF	0.142 AC	
BLOCK D LOT 29	8,624 SF	0.198 AC	
BLOCK D LOT 30	4,800 SF	0.110 AC	
BLOCK D LOT 31	4,841 SF	0.111 AC	
BLOCK D LOT 32	4,898 SF	0.112 AC	
BLOCK D LOT 33	9,422 SF	0.216 AC	
BLOCK D LOT 34	9,814 SF	0.225 AC	
BLOCK D LOT 35	5,776 SF	0.133 AC	
BLOCK D LOT 36	5,358 SF	0.123 AC	

SINGLE FAMILY RESIDENTIAL			
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)	
BLOCK D LOT 37	5,527 SF	0.127 AC	
BLOCK D LOT 38	5,429 SF	0.125 AC	
BLOCK D LOT 39	5,000 SF	0.115 AC	
BLOCK D LOT 40	5,000 SF	0.115 AC	
BLOCK D LOT 41	5,000 SF	0.115 AC	
BLOCK E LOT 1	7,235 SF	0.166 AC	
BLOCK E LOT 2	5,665 SF	0.130 AC	
BLOCK E LOT 3	5,549 SF	0.127 AC	
BLOCK E LOT 4	5,549 SF	0.127 AC	
BLOCK E LOT 5	5,828 SF	0.134 AC	
BLOCK E LOT 6	7,902 SF	0.181 AC	
BLOCK E LOT 7	7,281 SF	0.167 AC	
BLOCK E LOT 8	6,418 SF	0.147 AC	
BLOCK E LOT 9	7,840 SF	0.180 AC	
BLOCK E LOT 10	6,893 SF	0.158 AC	
BLOCK E LOT 11	5,151 SF	0.118 AC	
BLOCK E LOT 12	6,603 SF	0.152 AC	
BLOCK E LOT 13	10,129 SF	0.233 AC	
BLOCK E LOT 14	7,294 SF	0.167 AC	
BLOCK E LOT 15	7,294 SF	0.167 AC	
BLOCK E LOT 16	10,235 SF	0.235 AC	
BLOCK F LOT 1	5,524 SF	0.123 AC	
BLOCK F LOT 2	4,988 SF	0.115 AC	
BLOCK F LOT 3	4,916 SF	0.113 AC	
BLOCK F LOT 4	4,845 SF	0.111 AC	
BLOCK F LOT 5	4,801 SF	0.110 AC	
BLOCK F LOT 6	4,800 SF	0.110 AC	
BLOCK F LOT 7	4,800 SF	0.110 AC	
BLOCK F LOT 8	4,800 SF	0.110 AC	
BLOCK F LOT 9	4,800 SF	0.110 AC	
BLOCK F LOT 10	4,800 SF	0.110 AC	
BLOCK F LOT 11	4,800 SF	0.110 AC	
BLOCK F LOT 12	5,950 SF	0.137 AC	
BLOCK F LOT 13	10,296 SF	0.236 AC	
BLOCK F LOT 14	7,948 SF	0.182 AC	
BLOCK F LOT 15	6,814 SF	0.156 AC	
BLOCK F LOT 16	8,874 SF	0.204 AC	
BLOCK F LOT 17	7,460 SF	0.171 AC	
BLOCK F LOT 18	6,275 SF	0.144 AC	
BLOCK F LOT 19	6,219 SF	0.143 AC	

SINGLE FAMILY RESIDENTIAL			
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)	
BLOCK F LOT 20	6,149 SF	0.141 AC	
BLOCK F LOT 21	6,000 SF	0.138 AC	
BLOCK F LOT 22	6,000 SF	0.138 AC	
BLOCK F LOT 23	6,000 SF	0.138 AC	
BLOCK F LOT 24	6,000 SF	0.138 AC	
BLOCK F LOT 25	7,150 SF	0.164 AC	
BLOCK G LOT 1	12,935 SF	0.297 AC	
BLOCK G LOT 2	8,842 SF	0.203 AC	
BLOCK G LOT 3	7,890 SF	0.179 AC	
BLOCK G LOT 4	6,679 SF	0.153 AC	
BLOCK G LOT 5	6,006 SF	0.138 AC	
BLOCK G LOT 6	6,000 SF	0.138 AC	
BLOCK G LOT 7	6,000 SF	0.138 AC	
BLOCK G LOT 8	7,150 SF	0.164 AC	
BLOCK G LOT 9	8,846 SF	0.203 AC	
BLOCK G LOT 10	7,007 SF	0.161 AC	
BLOCK G LOT 11	7,635 SF	0.175 AC	
BLOCK G LOT 12	7,195 SF	0.165 AC	
BLOCK G LOT 13	5,750 SF	0.132 AC	
BLOCK G LOT 14	4,600 SF	0.106 AC	
BLOCK G LOT 15	4,600 SF	0.106 AC	
BLOCK G LOT 16	5,789 SF	0.127 AC	
BLOCK G LOT 17	7,472 SF	0.172 AC	
BLOCK G LOT 18	8,070 SF	0.185 AC	
BLOCK G LOT 19	12,622 SF	0.290 AC	
BLOCK G LOT 20	14,800 SF	0.340 AC	
BLOCK G LOT 21	9,206 SF	0.211 AC	
BLOCK G LOT 22	6,000 SF	0.138 AC	
BLOCK G LOT 23	6,000 SF	0.138 AC	
BLOCK G LOT 24	7,150 SF	0.164 AC	
BLOCK G LOT 25	8,080 SF	0.185 AC	
BLOCK G LOT 26	6,535 SF	0.150 AC	
BLOCK G LOT 27	6,260 SF	0.144 AC	
BLOCK G LOT 28	6,078 SF	0.140 AC	
BLOCK G LOT 29	6,019 SF	0.138 AC	
BLOCK G LOT 30	6,093 SF	0.140 AC	
BLOCK G LOT 31	6,299 SF	0.145 AC	
BLOCK G LOT 32	6,632 SF	0.152 AC	
BLOCK G LOT 33	7,280 SF	0.167 AC	
BLOCK G LOT 34	5,641 SF	0.129 AC	

SINGLE FAMILY RESIDENTIAL			
BLOCK & LOT NUMBERS		AREA (SF)	AREA (AC)
BLOCK G LOT 35		6,338 SF	0.145 AC
BLOCK G LOT 36		7,150 SF	0.164 AC
BLOCK G LOT 37		6,131 SF	0.141 AC
BLOCK G LOT 38		6,278 SF	0.144 AC
BLOCK G LOT 39		6,269 SF	0.144 AC
BLOCK G LOT 40		6,269 SF	0.144 AC
BLOCK G LOT 41		6,269 SF	0.144 AC
BLOCK G LOT 42		6,271 SF	0.144 AC
BLOCK G LOT 43		6,070 SF	0.139 AC
BLOCK G LOT 44		7,216 SF	0.166 AC
BLOCK H LOT 1		7,558 SF	0.174 AC
BLOCK H LOT 2		5,750 SF	0.132 AC
BLOCK H LOT 3		5,750 SF	0.132 AC
BLOCK H LOT 4		8,067 SF	0.185 AC
BLOCK H LOT 5		8,160 SF	0.187 AC
BLOCK H LOT 6		4,976 SF	0.114 AC
BLOCK H LOT 7		4,968 SF	0.114 AC
BLOCK H LOT 8		5,000 SF	0.115 AC
BLOCK H LOT 9		4,996 SF	0.115 AC
BLOCK H LOT 10		5,000 SF	0.115 AC
BLOCK H LOT 11		5,031 SF	0.115 AC
BLOCK H LOT 12		5,000 SF	0.115 AC
BLOCK H LOT 13		5,000 SF	0.115 AC
BLOCK H LOT 14		5,000 SF	0.115 AC
BLOCK H LOT 15		5,000 SF	0.115 AC
BLOCK H LOT 16		4,939 SF	0.113 AC
BLOCK H LOT 17		4,800 SF	0.110 AC
BLOCK H LOT 18		4,800 SF	0.110 AC
BLOCK H LOT 19		4,800 SF	0.110 AC
BLOCK H LOT 20		4,800 SF	0.110 AC
BLOCK H LOT 21		5,950 SF	0.137 AC
BLOCK H LOT 22		5,950 SF	0.137 AC
BLOCK H LOT 23		4,800 SF	0.110 AC
BLOCK H LOT 24		4,800 SF	0.110 AC
BLOCK H LOT 25		4,800 SF	0.110 AC
BLOCK H LOT 26		4,800 SF	0.110 AC
BLOCK H LOT 27		4,934 SF	0.113 AC
BLOCK H LOT 28		4,953 SF	0.114 AC
BLOCK H LOT 29		4,952 SF	0.114 AC
BLOCK H LOT 30		4,952 SF	0.114 AC



ENGINEER:

LJA ENGINEERING, INC.
 6060 NORTH CENTRAL EXPRESSWAY
 SUITE 400
 DALLAS, TEXAS 75206
 PHONE: (469) 621-0710
 TEXAS REGISTRATION F-1386

SURVEY:

LJA SURVEYING, INC.
 6060 NORTH CENTRAL EXPRESSWAY
 SUITE 400
 DALLAS, TEXAS 75206
 PHONE: (469) 621-0710
 T.B.P.E.L.S. FIRM NO. 10194382

DEVELOPER:

GRBK EDGEWOOD LLC
 5501 HEADQUARTERS DR
 PLANO, TX 75024
 PHONE: (469)-573-6755

NOTES:

- BEARING BASIS BEING GRID NORTH. TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83. DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALL TERRA RTKNET.
- ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET, UNLESS OTHERWISE NOTED.
- A DRAINAGE / UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING / FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
- THE CITY NOR COUNTY WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

353.691 ACRES
 OUT OF THE
 MARSHALL UNIVERSITY SURVEY,
 ABSTRACT NO. A0799A

CITY OF PILOT POINT ETJ,
 DENTON COUNTY, TEXAS

PRELIMINARY PLAT
 FOR
 WATERSIDE

SCALE: 1" = 100' MAPSCO: TIRZ 7

PP-XXX-XXX

SINGLE FAMILY RESIDENTIAL			
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)	
BLOCK Y LOT 20	5,253 SF	0.121 AC	
BLOCK Y LOT 21	5,137 SF	0.118 AC	
BLOCK Y LOT 22	5,591 SF	0.128 AC	
BLOCK Y LOT 23	5,950 SF	0.137 AC	
BLOCK Y LOT 24	4,800 SF	0.110 AC	
BLOCK Y LOT 25	4,800 SF	0.110 AC	
BLOCK Y LOT 26	4,800 SF	0.110 AC	
BLOCK Y LOT 27	5,467 SF	0.126 AC	
BLOCK Y LOT 28	5,191 SF	0.119 AC	
BLOCK Y LOT 29	4,801 SF	0.110 AC	
BLOCK Y LOT 30	5,065 SF	0.116 AC	
BLOCK Y LOT 31	5,469 SF	0.126 AC	
BLOCK Y LOT 32	4,924 SF	0.113 AC	
BLOCK Y LOT 33	4,800 SF	0.110 AC	
BLOCK Y LOT 34	4,800 SF	0.110 AC	
BLOCK Y LOT 35	5,950 SF	0.137 AC	
BLOCK Z LOT 1	5,950 SF	0.137 AC	
BLOCK Z LOT 2	4,800 SF	0.110 AC	
BLOCK Z LOT 3	4,800 SF	0.110 AC	
BLOCK Z LOT 4	4,800 SF	0.110 AC	
BLOCK Z LOT 5	5,200 SF	0.119 AC	
BLOCK Z LOT 6	4,990 SF	0.115 AC	
BLOCK Z LOT 7	4,806 SF	0.110 AC	
BLOCK Z LOT 8	4,860 SF	0.112 AC	
BLOCK Z LOT 9	5,016 SF	0.115 AC	
BLOCK Z LOT 10	5,206 SF	0.120 AC	
BLOCK Z LOT 11	6,325 SF	0.145 AC	
BLOCK Z LOT 12	6,535 SF	0.150 AC	
BLOCK Z LOT 13	7,670 SF	0.176 AC	
BLOCK Z LOT 14	7,404 SF	0.170 AC	
BLOCK Z LOT 15	4,808 SF	0.110 AC	
BLOCK Z LOT 16	4,792 SF	0.110 AC	
BLOCK Z LOT 17	4,800 SF	0.110 AC	
BLOCK Z LOT 18	5,168 SF	0.119 AC	
BLOCK Z LOT 19	5,177 SF	0.119 AC	
BLOCK Z LOT 20	4,795 SF	0.110 AC	
BLOCK Z LOT 21	4,995 SF	0.115 AC	
BLOCK Z LOT 22	5,068 SF	0.116 AC	
BLOCK Z LOT 23	4,800 SF	0.110 AC	
BLOCK Z LOT 24	4,800 SF	0.110 AC	

SINGLE FAMILY RESIDENTIAL			
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)	
BLOCK Z LOT 25	4,800 SF	0.110 AC	
BLOCK Z LOT 26	5,950 SF	0.137 AC	

OPEN SPACE & ROW			
BLOCK & LOT NUMBERS	AREA (SF)	AREA (AC)	
BLOCK A LOT 22	4,808 SF	0.110 AC	
BLOCK AB LOT 1X	95,897 SF	2.202 AC	
BLOCK AB LOT 2X	90,485 SF	2.077 AC	
BLOCK AB LOT 2X	7,125 SF	0.164 AC	
BLOCK AB LOT 3X	6,974 SF	0.160 AC	
BLOCK AD LOT 1X	10,511 SF	0.241 AC	
BLOCK AE LOT 1X	29,594 SF	0.679 AC	
BLOCK AH LOT 1X	18,635 SF	0.428 AC	
BLOCK AH LOT 2X	38,303 SF	0.879 AC	
BLOCK AH LOT 2X	6,146 SF	0.141 AC	
BLOCK AI LOT 1X	10,180 SF	0.234 AC	
BLOCK AK LOT 1X	35,543 SF	0.816 AC	
BLOCK AM LOT 1X	67,167 SF	1.542 AC	
BLOCK AP LOT 18X	3,409 SF	0.078 AC	
BLOCK AT LOT 1X	799,351 SF	18.351 AC	
BLOCK AT LOT 2X	125,665 SF	2.885 AC	
BLOCK AU LOT 1X	67,379 SF	1.547 AC	
BLOCK AV LOT 1X	30,614 SF	0.703 AC	
BLOCK B LOT 1X	929,377 SF	21.336 AC	
BLOCK B LOT 2X	29,269 SF	0.672 AC	
BLOCK B LOT 2X	68,205 SF	1.568 AC	
BLOCK B LOT 2X	30,492 SF	0.700 AC	
BLOCK Q LOT 1X	57,010 SF	1.309 AC	
BLOCK Q LOT 1X	15,151 SF	0.348 AC	
BLOCK T LOT 1X	171,353 SF	3.934 AC	
BLOCK T LOT 2X	450,151 SF	10.334 AC	
BLOCK T LOT 3X	605,799 SF	13.907 AC	
BLOCK Y LOT 1X	170,310 SF	3.910 AC	
BLOCK Y LOT 2X	6,518 SF	0.150 AC	
BLOCK Y LOT 3X	62,006 SF	1.423 AC	
NLOCK AK LOT 2X	9,386 SF	0.215 AC	

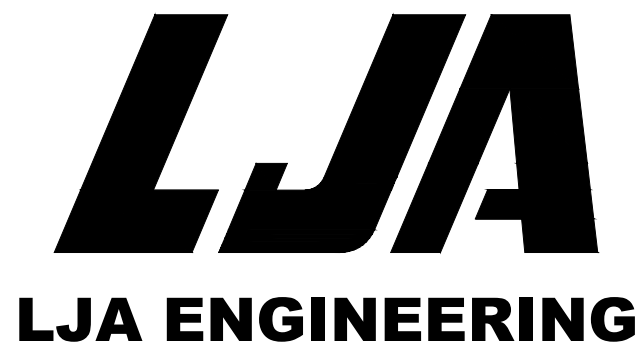
LINE #	LENGTH	DIRECTION
L1	129.5	S86° 07' 20.14"E
L2	141.1	N36° 33' 54.32"W
L3	52.7	S63° 13' 11.80"E
L5	890.3	S88° 07' 01.58"E
L6	14.1	S43° 07' 01.58"E
L7	185.1	N44° 01' 34.89"E
L8	565.0	S00° 18' 49.72"W
L10	124.6	S10° 30' 37.08"E
L12	83.0	S20° 46' 13.51"W
L14	178.1	S33° 37' 14.52"W
L16	150.7	S08° 26' 05.68"W
L18	111.7	S33° 26' 30.43"W
L20	81.5	S04° 42' 29.33"E
L22	205.3	S01° 52' 58.42"W
L24	41.5	S04° 46' 15.88"W
L25	729.7	S01° 52' 58.42"E
L26	729.7	S01° 52' 58.42"E
L27	99.0	S09° 13' 38.15"W
L28	268.1	S01° 52' 58.42"E
L30	24.4	S45° 50' 36.17"E
L31	289.8	N79° 05' 09.50"E
L32	157.0	S79° 05' 09.50"W
L34	580.4	N88° 07' 01.58"E
L36	26.5	N56° 33' 29.57"E
L37	286.4	N88° 07' 01.58"E
L38	158.0	N81° 33' 54.32"W
L40	28.3	N46° 52' 58.42"E
L41	580.0	S01° 52' 58.42"W
L42	196.1	N88° 07' 01.58"E
L43	25.0	N01° 52' 58.42"E
L44	525.8	N88° 07' 01.58"E
L46	342.5	N65° 01' 48.20"W
L48	412.9	N10° 54' 50.50"W
L50	196.8	N08° 33' 31.32"E
L52	126.2	N02° 25' 47.15"W
L54	445.2	N16° 54' 18.39"W
L55	48.1	S24° 58' 11.80"W
L57	177.4	S01° 52' 28.25"E
L58	28.3	S46° 52' 28.25"E
L59	128.5	N01° 52' 28.25"E

LINE #	LENGTH	DIRECTION
L61	100.3	N13° 12' 59.27"E
L62	1100.0	N88° 07' 31.75"W
L63	181.5	N24° 58' 11.80"E
L65	277.6	N11° 43' 41.49"E
L67	186.0	S82° 14' 02.50"E
L68	235.8	N88° 07' 31.75"W
L70	90.4	N65° 01' 48.20"W
L72	45.9	N77° 40' 09.52"E
L73	41.1	S78° 16' 18.51"E
L75	90.4	S65° 01' 48.20"E
L77	235.8	S88° 07' 31.75"E
L78	154.1	S45° 50' 42.16"W
L80	21.8	S24° 58' 11.80"W
L81	23.0	S15° 04' 32.09"E
L82	36.1	S85° 45' 04.35"W
L84	147.1	N88° 07' 31.75"W
L86	755.2	N01° 52' 28.25"E
L88	190.4	N04° 14' 55.65"W
L90	187.6	N40° 19' 02.84"E
L92	357.3	N08° 15' 45.91"E
L93	1060.7	N01° 52' 28.25"E
L95	188.1	N04° 14' 55.65"W
L98	45.7	N17° 02° 54.13"E
L99	290.0	N88° 07' 31.75"W
L100	819.7	N88° 07' 31.75"W
L101	580.0	N88° 07' 31.75"W
L102	870.0	N88° 07' 31.75"W
L103	879.7	S01° 52' 28.25"W
L104	28.3	S46° 52' 28.25"W
L105	870.0	N88° 07' 31.75"W
L106	60.1	S11° 26' 51.52"W
L108	183.6	S04° 14' 55.65"E
L110	196.6	S01° 52' 28.25"W
L111	218.4	S01° 52' 03.28"W
L113	58.2	S04° 14' 55.65"E
L115	212.1	S01° 52' 28.25"W
L116	87.6	S64° 03' 32.14"E
L118	210.3	S72° 57' 05.87"E
L120	701.0	S86° 28' 57.63"E
L121	290.0	S03° 31' 02.37"W

LINE #	LENGTH	DIRECTION
L122	28.3	N48° 31' 02.37"E
L123	19.1	S49° 40' 57.36"E
L125	181.2	S72° 57' 05.87"E
L127	431.5	S86° 28' 57.63"E
L128	294.5	N16° 26' 25.65"E
L130	71.5	N08° 15' 45.91"E
L132	58.8	N03° 31' 02.37"E
L133	456.4	S86° 28' 57.63"E
L134	28.3	S41° 28' 57.63"E
L135	500.0	N03° 31' 02.37"E
L136	607.2	S86° 28' 57.63"E
L137	194.9	N82° 32' 14.10"E
L139	677.1	N88° 11' 02.61"E
L141	341.4	S70° 14' 47.51"E
L143	347.2	S77° 49' 51.36"E
L145	847.2	S86° 28' 57.63"E
L146	84.0	S03° 34' 28.25"E
L148	71.7	S43° 29' 29.70"E
L149	28.3	S88° 29' 29.70"E
L150	175.9	N88° 11' 02.61"E
L152	54.2	N46° 30' 30.30"E
L153	25.0	N21° 48' 57.39"W
L154	289.8	S30° 22' 58.58"E
L155	28.3	N18° 54' 02.02"E
L156	514.3	N68° 11' 02.61"E
L157	89.3	S79° 58' 28.86"E
L159	170.7	N79° 56' 36.24"E
L160	28.3	N55° 01' 31.14"E
L161	190.4	S00° 18' 49.72"W
L164	107.2	S10° 01' 31.14"W
L165	132.1	N88° 08' 30.08"E
L167	1046.2	S89° 41' 01.58"E
L169	434.8	S00° 18' 49.72"W
L171	331.5	S21° 48' 57.39"E
L172	145.0	S12° 48' 57.39"E
L173	50.2	S68° 11' 02.61"W
L175	451.0	N89° 41' 10.28"W
L178	25.0	N00° 18' 49.72"E
L179	447.7	N89° 41' 10.28"E
L178	630.4	S00° 18' 49.72"W

LINE #	LENGTH	DIRECTION
L180	37.6	S10° 30' 37.08"E
L182	538.0	S11° 56' 30.13"W
L183	380.0	N89° 41' 10.28"W
L184	28.3	N45° 18' 49.72"E
L185	290.0	S00° 18' 49.72"W
L186	28.3	N44° 41' 10.28"W
L187	385.0	N89° 41' 10.28"W
L188	1054.9	N89° 41' 10.28"W
L189	28.3	S45° 18' 49.72"W
L190	290.0	S00° 18' 49.72"W
L191	290.0	S00° 18' 49.72"W
L192	28.3	S44° 41' 10.28"E
L193	152.4	S42° 37' 20.05"W
L195	453.3	S00° 18' 49.72"W
L196	1104.9	N89° 41' 10.28"W
L198	136.0	S88° 03' 42.76"W
L199	48.4	S79° 13' 17.79"E
L201	168.0	S89° 41' 10.28"E
L202	114.7	S00° 18' 49.72"W
L204	103.6	S11° 09' 25.18"W
L208	232.4	S00° 18' 49.72"W
L207	159.3	N85° 23' 45.17"W
L209	480.8	N89° 41' 10.28"W
L210	28.3	N45° 18' 49.72"E
L211	290.0	S00° 18' 49.72"W
L212	495.7	N72° 00' 37.63"W
L213	370.3	S88° 08' 30.08"W
L214	370.3	N88° 08' 30.08"E
L216	391.5	S61° 48' 41.16"E
L218	131.8	N41° 40' 22.85"E
L219	14.1	S46° 52' 58.42"E
L220	14.1	S43° 07' 01.58"E
L221	14.0	S77°

DataTime: Fri, 03 Oct 2025 - 10:28am
PartName: S:\NTX-LAND\0411\W001-LAND\0415 Preliminary Plat\0411WSPPU02.dwg



ENGINEER:

LJA ENGINEERING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
TEXAS REGISTRATION F-1386

SURVEY:

LJA SURVEYING, INC.
6060 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
PHONE: (469) 621-0710
T.B.P.E.L.S. FIRM NO. 10194382

DEVELOPER:

GRBK EDGEWOOD LLC
5501 HEADQUARTERS DR
PLANO, TX 75024
PHONE: (469)-573-6755

NOTES:

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83. DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET.
2. ALL CORNERS ARE SET WITH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET, UNLESS OTHERWISE NOTED.
3. A DRAINAGE / UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING / FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
4. THE CITY NOR COUNTY WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

353.691 ACRES
OUT OF THE
MARSHALL UNIVERSITY SURVEY,
ABSTRACT NO. A0799A

CITY OF PILOT POINT ETJ,
DENTON COUNTY, TEXAS

PRELIMINARY PLAT
FOR
WATERSIDE

SCALE:	N/A	MAPSCO:	TIRZ 7
--------	-----	---------	--------

PP-XXX-XXX

OWNER'S ACKNOWLEDGEMENT

I HEREBY CERTIFY THAT I AM THE PROPERTY OWNER OR AUTHORIZED AGENT REPRESENTING THE OWNER AND ATTEST THE INFORMATION PROVIDED WITHIN THIS APPLICATION IS TRUE & CORRECT. THIS APPLICATION AND ANY AUTHORIZATION SHALL BE VOIDED & REVOKED IF ANY FALSE STATEMENTS ARE MADE WITHIN THIS APPLICATION OR IF IT CONFLICTS WITH ANY EXISTING DEED RESTRICTIONS OR OTHER APPLICABLE LOCAL/STATE/FEDERAL REGULATIONS.

OWNER PRINTED NAME	OWNER
SIGNATURE	DATE
_____	_____

CERTIFICATE OF ADMINISTRATIVE APPROVAL

APPROVED THIS _____ DAY OF _____, AD. 20____, BY THE DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF PILOT POINT, TEXAS.

DEVELOPMENT SERVICES DIRECTOR _____

APPROVED AND ACCEPTED _____

CITY MANAGER, CITY OF PILOT POINT, TEXAS

THE UNDERSIGNED, THE CITY SECRETARY'S OFFICE OF THE CITY OF PILOT POINT, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING PLAT WAS SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT, AND THE ADMINISTRATION, THERE ACCEPTED THE DEDICATION OF STREETS, UTILITY EASEMENTS AND DRAINAGE EASEMENTS AS SHOWN AND SET FORTH IN AND UPON SAID PLAT, AND SAID ADMINISTRATION FURTHER AUTHORIZED THE CITY MANAGER TO NOTE ACCEPTANCE THEREFO BY SIGNING THEIR NAME AS HERIN ABOVE SUBSCRIBED.

ATTEST THIS _____ DAY OF _____, 20____.

CITY SECRETARY'S OFFICE
CITY OF PILOT POINT, TEXAS

RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING COMMISSION

Date of Recommendation: _____

Chairman: _____

Date of City Council Approval: _____

Mayor: _____

ATTEST THIS _____ DAY OF _____, 20____.

City Secretary: _____

STATE OF TEXAS:
COUNTY OF DENTON:

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, GRBK EDGEWOOD LLC., ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS WATERSIDE PHASES 1-5, AN ADDITION TO DENTON COUNTY, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS AND ALLEYS SHOWN THEREON. THE STREETS AND ALLEYS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSE INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY DENTON COUNTY. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES. SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND DENTON COUNTY'S USE THEREOF. DENTON COUNTY AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. DENTON COUNTY AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF DENTON COUNTY, TEXAS.

WITNESS, MY HAND, THIS THE _____ DAY OF _____, 2025.

BY: _____

NOTARY STATEMENT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS _____

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, CHRIS MATTEO, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVING PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL LOT CORNERS, AND ANGLE POINTS, AND POINTS OF CURVE SHALL BE PROPERLY MARKED ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MAKE BY ME OR UNDER MY DIRECTION AND SUPERVISION.

DATED THIS THE _____ DAY OF _____, 2025.

CHRIS MATTEO
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 6501

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

COMMUNITY SERVICES DEPARTMENT

DEVELOPMENT PROJECTS UPDATE—DECEMBER 2025

- 1) **Holiday Inn Hotel, Northside Drive**—Groundbreaking ceremony for hotel construction was finally done. Construction is estimated to be approximately 14-18 months.
- 2) **T&J Travel Center, Strittmatter and US 377**—Annexation and Zone Change completed with City Council approval. Civil and construction plans submitted for plan review. Building permit issuance anticipated to be in January. Construction estimated to be approximately 7-8 months according to the developer.
- 3) **Bryson Ranch, Mobberly Road and FM 1385—Phases 1a and 1b (approx. 1,000 lots in these two phases) with development agreement.** Both phases have been released for construction and lot preparation for home builders with approval of a master drainage study. Construction is estimated to be approximately 12 months. Early grading was authorized for project earlier in 2025, which may shorten the construction period to less than 12 months. Home building is anticipated to begin in late 2026.
- 4) **Maverick Farms, Mustang Road and west of FM 1385 (1,380 lots) with development agreement**—Master drainage study approved. Annexation and Zone Change action anticipated in January 2026. Construction anticipated to commence in late fall 2026.
- 5) **Lakeside Grove (formerly known as Burks Ranch), Emberson Chapel Road and east of US 377 (450 lots)** Preliminary Plat approved by City Council in early December. Civil construction plans being prepared for plan review submittal.
- 6) **Heritage Ridge, West Walcott (131 lots)** Preliminary Plat is approved. Next step is submittal of civil construction plans for review. Construction anticipated late spring 2026.
- 7) **Henzler Village, Alexander and West Holford (392 lots) with development agreement**—Preliminary Plat on January agendas for P&Z Commission and City Council. Construction anticipated in summer 2026 with home building commencing in early fall 2026 or spring 2027.
- 8) **Hat Creek, West Walcott (192 lots) with development agreement**—Amended Development Agreement approved. Preliminary Plat anticipated in January-February 2026. Construction anticipated to begin in mid-year.
- 9) **The Summit, West Gould Street (33 lots)** – Civil construction plans approved and released for construction. Construction anticipated early in 2026 year.
- 10) **The Reserve, Yarborough Street (91 lots)** Preliminary Plat and Zone Change approved. Civil construction plans pending for submission. Construction anticipated in mid to late 2026.
- 11) **Waterside (formerly known as Eland Farms) (1,331 lots) with development agreement**—Preliminary Plat on January agendas for P&Z Commission and City Council. Home construction anticipated in 2027.
- 12) **Hillwood Communities, FM 1385, north of Mobberly Road (number of lots unknown at this time)** Project in negotiations for development agreement. No pending plats or other application requests at this time.
- 13) **Pecan Creek, south of Lakeside Grove and north of Berends Road (# of lots unknown at this time)** — No pending reviews, plats or other application requests at this time.