



**CITY OF JUSTIN
PLANNING AND ZONING COMMISSION AGENDA
AUGUST 19, 2025
415 N. COLLEGE AVE.
6:30 PM**

1. WORK SHOP SESSION AGENDA (6:30 PM)

- A. Call to Order and Roll Call.
- B. Briefing regarding the June, July, and August Council Meetings.
- C. Discuss Old Town and FM 156 Corridor Plan
- D. Discuss FM 407 Update
- E. Discuss update to the Capital Improvement Plan and Impact Fees
- F. Update on Developments in the City of Justin
- G. Discuss regular agenda items.
- H. Adjourn.

2. CONVENE INTO REGULAR SESSION AT 7:30 PM

3. CALL TO ORDER AND ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT:

In order to the business flow and provide all citizens the opportunity to speak, the Planning & Zoning Commission Chair may impose a three-minute limit on any person addressing the Commission. Speaker slips must be completed prior to speaking. To allow the public the ability to participate in the public comment portion and not attend the meeting in person, the City allows the following: email comments may be submitted with name and address to the Director of Development and Economic Development by 5:00 pm on the day of the meeting to meyr@cityofjustin.com. Staff will read any received email to Commission during the discussion of this item. **Please identify the agenda item to discuss.**

6. CONSENT ITEMS:

- A. Consider approval of the minutes for April 15, 2025
- B. Consider approval of the minutes for May 20, 2025

7. PUBLIC HEARING:

- A. Conduct a Public Hearing to hear concerns for or against a recommendation to City Council to rezone the subject property from Residential Estate Single Family (SF-RE) to Planned Development Light Industrial legally described as A0993A MARY POLK, TR 20B, A0993A MARY POLK, TR 20C, A0993A MARY POLK, TR 20, A0993A MARY POLK, TR 20D. Generally located northeast from the intersection of Sam Reynolds Road and Boss Range Road.
- B. Consider and act upon a recommendation to City Council to rezone the subject property from Residential Estate Single Family (SF-RE) to Planned Development Light Industrial legally described as A0993A MARY POLK, TR 20B, A0993A MARY POLK, TR 20C, A0993A MARY POLK, TR 20, A0993A MARY POLK, TR 20D. Generally located northeast from the intersection of Sam Reynolds Road and Boss Range Road.

8. FUTURE AGENDA ITEMS:

- A. Update on Future Agenda Items

9. DEVELOPMENT UPDATE:

- A. Development Update

10. EXECUTIVE SESSION :

Any item on this posted agenda could be discussed in Executive Session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and Section 551.087 of the Texas Government Code.

11. ADJOURNMENT:

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Planning & Zoning Commission of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times.

Said notice has been posted this 14th day of August by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Matthew Cyr

Matthew Cyr, Director of Development and Economic Development

NOTE: THE CITY OF JUSTIN COUNCIL CHAMBERS ROOM IS ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST 48 HOURS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY DEVELOPMENT SERVICES DEPARTMENT



PLANNING & ZONING COMMISSION

MEETING MINUTES TUESDAY, APRIL 15, 2025

JUSTIN CITY HALL
415 NORTH COLLEGE STREET

Members Present:

Rod Stokes, Tom Cronberger, Scott Hill, David Beck, Emily Krzyzek, and Courtney Porter.

Staff Present:

Matt Cyr, Director of Development Services and Economic Development

1. WORK SESSION

- A. Call to Order and Roll Call.
- B. Briefing regarding the March 27th and April 10th Council Meetings.
 - a. Sign Kiosk Agreement (March 27th)
 - b. Demolition Permit Moratorium Old Town (March 27th)
 - c. Cuesta Annexation (March 27th)
 - d. Treeline Interlocal Agreement (April 10th)
- C. Discuss Legislative Updates
- D. Discuss Old Town Phase III Preliminary Schedule
- E. 112 W 4th Street Property
- F. Update on Developments in the City of Justin
- G. Discuss regular agenda items.
- H. Adjourn.

Discussion was held on these items. Chairman Beck adjourned work session at 7:28pm.

2. CONVENE INTO REGULAR SESSION AT 7:30 PM

Chairman Beck started the meeting at 7:30 pm.

3. CALL TO ORDER AND ROLL CALL

Chairman Beck called roll. The following members were present:

Rod Stokes, Tom Cronberger, Scott Hill, David Beck, Emily Krzyzek, and Courtney Porter.

4. PLEDGE OF ALLEGIANCE

Ryan Stevens lead the pledge.

5. PUBLIC COMMENT:

In order to the business flow and provide all citizens the opportunity to speak, the Planning & Zoning Commission Chair may impose a three-minute limit on any person addressing the Commission. Speaker slips must be completed prior to speaking.

To allow the public the ability to participate in the public comment portion and not attend the meeting in person, the City allows the following: email comments may be submitted with name and address to the Director of Planning and Development Services by 5:00 pm on the day of the meeting to mcyr@cityofjustin.com. Staff will read any received email to Commission during the discussion of this item. **Please identify the agenda item to discuss.**

Chairman Beck opened the floor to Public Comment at 7:31pm

Matt Cyr asked if the two speakers would like to hold their comment until the actual item.

The speakers responded that they would hold until the item came up.

Chairman Beck closed the floor to Public Comment at 7:32 pm.

6. PUBLIC HEARING:

- A. Conduct a Public Hearing to hear concerns for or against a recommendation to City Council to rezone the subject property from Residential Estate Single Family (SF-RE) to Planned Development- Single-Family Residential- Medium (PD-SF-2) legally described as a tract of land totaling approximately 537.18 acres, located within the following survey abstracts in Denton County, Texas: A1125A W.D. REED, TR 7, 53.76 ACRES, OLD DCAD TR #3, A0419A W.A. FERRIS, TR 7, 39.044 ACRES, OLD DCAD TR 5, A0419A W.A. FERRIS, TR 8, 52.208 ACRES, OLD DCAD TR 6, A0993A MARY

POLK, TR 42, 219.812 ACRES, OLD DCAD SHT 1, TR #6, A0993A MARY POLK, TR 39A & 41A, 158.80 ACRES, RANGE HILL ADDN BLK 1 LOT RANGE HILL RD 1.81 ACRES, A0419A W.A. FERRIS, TR 9, 11.0541 ACRES, OLD DCAD TR 7A(1)

Matt Cyr gave a brief presentation to the Commission of the item.

Lucas Tribble, applicant and representative of Meritage Homes came forward to provide a presentation to the Commission.

Chairman Beck opened the Public Hearing at 8:21pm

Will Holbrook, resident at 10516 Range Road, spoke against the proposed zoning change.

Marcus Miller, resident at 10536 Range Road, stated that their was pending litigation on the access rights related to the road.

Dave Wallace, resident at 10652 Range Road, reiterated the same comment that Mr. Miller stated and spoke against the rezone request.

No one else came forward.

- B. Consider and act upon a recommendation to City Council to rezone the subject property from Residential Estate Single Family (SF-RE) to Planned Development- Single-Family Residential- Medium (PD-SF-2) legally described as a tract of land totaling approximately 537.18 acres, located within the following survey abstracts in Denton County, Texas: A1125A W.D. REED, TR 7, 53.76 ACRES, OLD DCAD TR #3, A0419A W.A. FERRIS, TR 7, 39.044 ACRES, OLD DCAD TR 5, A0419A W.A. FERRIS, TR 8, 52.208 ACRES, OLD DCAD TR 6, A0993A MARY POLK, TR 42, 219.812 ACRES, OLD DCAD SHT 1, TR #6, A0993A MARY POLK, TR 39A & 41A, 158.80 ACRES, RANGE HILL ADDN BLK 1 LOT RANGE HILL RD 1.81 ACRES, A0419A W.A. FERRIS, TR 9, 11.0541 ACRES, OLD DCAD TR 7A(1).

The Commission held a discussion related to the item.

Commissioner Stokes made a motion to approve the item with the condition to require a percolation study and to reduce the discretion of the developer for lot sizes to be from 10% to 5%.

Commissioner Porter seconded the motion.

The motion passed 5-1

- C. Conduct a Public Hearing to hear concerns for or against a recommendation to City Council to amend the Unified Development Code establishing the Old Town Area as a Historical Preservation District with the boundaries set as the area within the boundaries

as follows: Beginning on West 12th Street proceeding East to North FM Rd 156, proceeding South on N FM 156 to West 1st Street, proceeding West on West 1st Street to Leuty Street, proceeding north on Leuty Street to West 7th Street, proceeding East on West 7th Street to 12th Street, proceeding East on 12th Street to N FM 156.

Matt Cyr gave a brief presentation of the item.

Chairman Beck opened and closed the Public Hearing at 8:52pm

- D. Consider and act upon a recommendation to City Council to amend the Unified Development Code establishing the Old Town Area as a Historical Preservation District with the boundaries set as the area within the boundaries as follows: Beginning on West 12th Street proceeding East to North FM Rd 156, proceeding South on N FM 156 to West 1st Street, proceeding West on West 1st Street to Leuty Street, proceeding north on Leuty Street to West 7th Street, proceeding East on West 7th Street to 12th Street, proceeding East on 12th Street to N FM 156.

Commissioner Scott Hill made a motion to recommend approval.

Commissioner Cronberger seconded the motion.

The motion passed unanimously.

7. FUTURE AGENDA ITEMS:

Matt Cyr provided an update to the Commission.

8. DEVELOPMENT UPDATE:

Matt Cyr provided an update to the Commission.

9. EXECUTIVE SESSION

No action was taken.

10. ADJOURNMENT

Chairman Beck adjourned the meeting at 9:00pm.



PLANNING & ZONING COMMISSION

MEETING MINUTES TUESDAY, MAY 20, 2025

JUSTIN CITY HALL
415 NORTH COLLEGE STREET

Members Present:

Rod Stokes, Tom Cronberger, Emily Krzyzek, David Beck, Tory Turner, Gary Davis, Vicente Barrientos, Scott Hill and Courtney Porter.

Staff Present:

Matt Cyr, Director of Development Services and Economic Development

A. Call to Order and Roll Call.

B. Briefing regarding the May 8th Council Meeting.

- a. Historical Preservation Ordinance
- b. Strategic Services Agreement with Treeline
- c. Accepting the Oliver Creek Resolution to Comply with the Developers Agreement

C. Discuss FM 407 Update

D. Update on Developments in the City of Justin E. Discuss regular agenda items.

F. Adjourn.

Discussion was held on these items. Chairman Beck adjourned work session at 7:26 pm.

1. CONVENE INTO REGULAR SESSION AT 7:30 PM

Chairman Beck started the meeting at 7:30 pm.

2. CALL TO ORDER AND ROLL CALL

Chairman Beck called roll. The following members were present:

Rod Stokes, Tom Cronberger, Emily Krzyzek, David Beck, Tory Turner, Gary Davis, Vicente Barrientos, Scott Hill and Courtney Porter.

3. PLEDGE OF ALLEGIANCE

Ryan Stevens lead the pledge.

4. PUBLIC COMMENT:

In order to the business flow and provide all citizens the opportunity to speak, the Planning & Zoning Commission Chair may impose a three-minute limit on any person addressing the Commission. Speaker slips must be completed prior to speaking.

To allow the public the ability to participate in the public comment portion and not attend the meeting in person, the City allows the following: email comments may be submitted with name and address to the Director of Planning and Development Services by 5:00 pm on the day of the meeting to mcyr@cityofjustin.com. Staff will read any received email to Commission during the discussion of this item. **Please identify the agenda item to discuss.**

Chairman Beck opened the floor to Public Comment at 7:31pm

Chairman Beck closed the floor to Public Comment at 7:32 pm.

5. CONSENT ITEMS:

A. Consider approval of the minutes for January 21, 2025.

B. Consider approval of the minutes for March 18, 2025.

Commissioner Krzyzek requested to correct an error on the members present.

Commissioner Barrientos made a motion to approve the minutes with he amendment.

Commissioner Krzyzek seconded that motion.

The motion passed unanimously.

6. PUBLIC HEARING:

A. Conduct a Public Hearing to hear concerns for or against a recommendation for a Specific Use Permit for Grapes to Wine+, a Wine/Bourbon Bar use located at 112 W 4th Street.

Matt Cyr gave a brief presentation of the item.

Dan and Hazel Adams, applicant, came forward to speak about their business.

B. Consider and act upon a recommendation to City Council for a Specific Use Permit for Grapes to Wine+, a Wine/Bourbon Bar use located at 112 W 4th Street.

Commissioner Cronberger made a motion to approve as presented.

Commissioner Davis seconded the motion.

The motion passed unanimously.

C. Conduct a Public Hearing to hear concerns for or against a recommendation to a Planned Development Amendment to reduce roadway impact fees at LaDera Timberbrook legally described as A0439A M. GARNETT, TR 3, 53.182 ACRES, OLD DCAD TR 2 and A0439A M. GARNETT, TR 3D, 6.483 ACRES.

Matt Cyr gave a brief presentation on the item.

John Delin, applicant with Integrity Group, came forward to speak.

The Commission and Applicant held discussion.

D. Consider and act upon a recommendation to City Council for a Planned Development Amendment to reduce roadway impact fees at LaDera Timberbrook legally described as A0439A M. GARNETT, TR 3, 53.182 ACRES, OLD DCAD TR 2 and A0439A M. GARNETT, TR 3D, 6.483 ACRES.

Commissioner Hill made a motion to table the item to provide localized data and traffic information at the next P&Z meeting.

Commissioner Stokes seconded the motion.

The motion passed unanimously.

7. FUTURE AGENDA ITEMS:

Matt Cyr provided an update to the Commission.

8. DEVELOPMENT UPDATE:

Matt Cyr provided an update to the Commission.

9. EXECUTIVE SESSION:

No action was taken.

10. ADJOURNMENT

Chairman Beck adjourned the meeting at 9:00pm.



Planning and Zoning Commission Coversheet
August 19, 2025
415 N. COLLEGE AVE.

Agenda Item: B. (PUBLIC HEARING:)

Title: Consider and act upon a recommendation to City Council to rezone the subject property from Residential Estate Single Family (SF-RE) to Planned Development Light Industrial legally described as A0993A MARY POLK, TR 20B, A0993A MARY POLK, TR 20C, A0993A MARY POLK, TR 20, A0993A MARY POLK, TR 20D. Generally located northeast from the intersection of Sam Reynolds Road and Boss Range Road.

Department: Administration

Contact: Matthew Cyr, Director of Planning and Development

Recommendation:

The Justin Industrial Park aligns with the city's economic development objectives to expand the industrial tax base, diversify land uses, and create employment opportunities. The PD standards exceed the city's minimum requirements for building quality, landscaping, and screening, and the traffic impact is manageable.

Staff recommends approval of the zoning and development plan as submitted.

Background:

Project Overview

The Justin Industrial Park is a proposed **74-acre** Planned Development (PD) located in the southern portion of the city. The development is designed to create a high-quality, cohesive light industrial uses. It will be divided into **three tracts**:

- **Tract 1:** 7.92 acres
 - **Tract 2:** 58.56 acres
 - **Tract 3:** 1.25 acres
-

Zoning and Land Use

- Proposed zoning: **PD-LI** (Planned Development – Light Industrial)
 - Permitted additional uses:
 - **Data centers** (height limited to 45')
 - **Indoor vehicle sales and display** (no outdoor storage)
 - **Permanent batch plants** (Tracts 1 and 3 only)
 - Prohibited uses include sexually oriented businesses, gambling facilities, tattoo parlors, and marijuana manufacturing.
-

Design Standards

- **Maximum height:** 45 feet (with limited exceptions to 50 feet)
 - **Lot coverage:** Up to 80%
 - **Building materials:** Minimum 25% stone, cast stone, decorative concrete, or similar on street-facing facades; no corrugated metal panels permitted.
 - **Utilities:** Overhead electrical is not permitted and will be buried underground. This will also extend utilities down the FM 156 corridor to make other properties viable for development.
-

Infrastructure and Site Planning

- **Water/Sewer:** The development will connect to existing 12-inch and 8-inch waterlines and sanitary sewer systems.
 - **Drainage:** Planned storm drain system with curb inlets and junction boxes to manage runoff.
 - **Lighting:** dark-sky compliant streetlights planned throughout and will be presented with infrastructure plans.
 - **Landscaping:**
 - 20' landscape buffer along the north and west boundaries (Type F2: min. 4 canopy trees, 4 understory trees, 12 shrubs, 6' fence).
 - 15' buffer along street ROW (Type F1: min. 3 canopy trees, 6 understory trees, 10
-

shrubs).

Traffic Impact

A trip generation analysis estimates:

- **Daily trips:** 1,934
- **AM Peak Hour:** 290 trips (223 in / 67 out)
- **PM Peak Hour:** 279 trips (68 in / 211 out)
The relatively low PM peak trip count (17 net new trips) reflects the nature of light industrial operations.

Comprehensive Plan

The Justin Industrial Park proposal is consistent with the plan's goals by locating light industrial uses in a planned, well-buffered district that expands the City's employment base and diversifies its tax base. The project's PD-LI zoning, architectural standards, landscape buffers, and infrastructure design meet or exceed the quality and compatibility objectives outlined in the comprehensive plan. Additionally, its integration with existing utilities, dark-sky lighting, and site screening aligns with the plan's emphasis on infrastructure efficiency, community character, and sustainable growth. Based on these factors, the proposed development is compliant with and supportive of the Imagine Justin Comprehensive Plan's vision and implementation framework.

Fiscal Impact Analysis

As part of the Phase II planning deliverables, the Planning and Zoning Commission and City Council approved a fiscal impact analysis study that is utilized to determine the fiscal impact of each development. Based on the development uses the base floor of the fiscal impact would be anywhere from \$1,124,000- \$1,750,000 per year at full buildout, which is roughly \$15,191 per acre. This does not include cost of services, however, the cost of services for light industrial is lesser than a residential development.

Developers Agreement:

The Developers Agreement originally executed on December 7, 2015 and was later amended again in 2018 and 2021. The Developers Agreement outlines Light Industrial as a potential use.

City Attorney Review: No

Attachments:

1. Development Regulations- Justin Industrial Park
2. Zoning Exhibits
3. Trip Generation Letter
4. Engineering Exhibits
5. Justin Industrial Park -Landscape Buffer Exhibit
6. Comp Plan- South Gateway
7. Executed Developers Agreement

Planned Development ____

Justin Industrial Park

Purpose and Intent

The purpose of the Justin Industrial Park Planned Development (PD) is to achieve a quality, cohesive, and compatible light industrial and manufacturing district within the southern part of Justin, Texas.

Project Location and Description

The Project contains approximately 74 acres as described in Exhibit “A” – Zoning Exhibits.

Creation of Tracts

This PD is divided into three tracts: Tract 1, Tract 2, and Tract 3, as shown on the Zoning Exhibits (Exhibit “A”).

Definitions

Unless otherwise stated, the definitions in the City’s Code of Ordinances apply.

Lot coverage means the percentage of the gross lot area that is covered by the horizontal footprint of all principal and accessory structures, measured at ground level, including eaves and other projections. Lot coverage is calculated by dividing the total area of these structures (as measured from the outside face of exterior walls or roof overhangs) by the gross lot area, and expressing the result as a percentage. Uncovered decks, driveways, walkways, swimming pools, and landscaped open areas are excluded.

Data center means a facility whose primary service is data processing and is used to house computer systems and associated components, such as telecommunications and storage systems, including but not limited to web hosting organizations and internet service organizations.

Vehicle display and sales (indoor) means a facility for the indoor display and indoor retail sale only (no rentals) of new or used automobiles and motorcycles. Outdoor storage and display are prohibited.

Proposed Site Zoning and Land Use

The proposed zoning classification for the Project is “PD LI”. Except as noted in the development standards below, the base zoning district standards for the District LI – Light industrial shall apply.

Exhibits

The following exhibits are incorporated into this ordinance: Exhibit “A” Zoning Exhibits.

Administrative adjustments

The City Manager or designee may approve a deviation to standards up to 25% of the established requirement specifically to accommodate applicant requests or to address the following site-specific conditions:

- i. Steep grades on the site
- ii. Existing utilities and/or easements
- iii. Existing vegetation that is to be preserved
- iv. Accommodate wider sidewalks, trails, or cross access between properties

Sec. 52-314 Light industrial development standards

The maximum height of 45 feet is measured to top of deck or top plate, save for the following exclusions: parapets and architectural features.

The Director of Development Services may approve of a height exception for water towers or tanks, standpipes, elevator housing, air-conditioning equipment, stairways, ventilation fans, and similar equipment that exceed the maximum 45 feet allowed in the LI zoning district, but that does not exceed 50 feet in height.

Lot Coverage (maximum) Percentage may be up to 80%.

Sec. 52-316 Planned development (PD)

Development plan required: A development plan is not required for this planned development as stipulated by Sec. 52-316 (g) (1).

Sec. 52-317 Schedule of uses

All uses shall follow the City of Justin Code of Ordinances with the exception of the following:

-Vehicle display and sales (indoor) (as defined herein under Definitions)

- Data center (as defined herein under Definitions)

- **A data center shall be permitted with the following conditions:**
 - **Shall not exceed 45 feet in height;**

- Shall not have a change in any design standards such as parking, density, landscaping by more than 10 percent.
 - All changes within 10 percent are subject to approval by the City Manager or designee. Check Sec.52-207.
- Batch plant, concrete or asphalt (permanent) (Tracts 1 and 3 only)
- Any other location shall comply with the City of Justin Code of Ordinances.

The following uses are prohibited:

- Club, commercial or business
- Dance hall
- Gambling facility (including bingo and 8-liners)
- Sexually oriented business
- Tattoo parlor
- Manufacturing medical marijuana

Sec. 52-401 Access and Parking

Off-street parking and loading spaces must be provided in accordance with the City's Code of Ordinances.

Sec. 52-402 Building Standards

Except as provided in this section, consult the City's Code of Ordinances for the specific requirements.

Sec. 52-274: Architectural features

(1) Building materials

a. Base standard.

~~1. Primary materials for buildings in the LI district where buildings do not face F.M. 407, F.M. 156, or the railroad, shall be constructed of the following:~~

~~(i) The facade adjacent to a street shall be constructed of a minimum of 25 percent of the following materials including, but not limited to:~~

~~A. Stone.~~

~~B. Cast stone.~~

~~C. Decorative concrete stamped and stained to resemble the appearance of stone.~~

~~D. Or similar.~~

All buildings erected on any tract shall be faced with masonry, concrete, stone, glass, cement plaster, exterior insulation facing system (EIFS), or factory finished metal panels. Factory finished metal panels shall not include standard galvanized or painted corrugated or "R" type panels, aluminum, asbestos, or iron or steel or corrugated aluminum, asbestos, iron, or steel.

No building shall be constructed with a wooden frame. Should any building be constructed of light weight aggregate, concrete blocks, tile blocks or tile bricks, the front of such building must be finished with face brick, common brick painted, limestone or their equivalent.

Where the exterior (except the front wall) is constructed of light weight aggregate or concrete blocks, unless such exterior walls are finished in stucco, or gunite, or their equal, the building shall be tolled or painted and such exterior walls shall be rubbed down and covered sufficiently with standard waterproofing paint.

~~7. Each building shall provide a minimum of four, a maximum of ten 'old west' detail devices. No more than two of any one device shall be allowed. Acceptable devices include, but are not limited to, the following:~~

- ~~(i) A wagon wheel.~~
- ~~(ii) Hitching posts.~~
- ~~(iii) Wood barrels.~~
- ~~(iv) Cedar railing.~~
- ~~(v) Western designed signage.~~
- ~~(vi) Statue.~~
- ~~(vii) Special landscaping elements.~~
- ~~(viii) Decorative brick pattern.~~
- ~~(ix) Metal Texas star.~~
- ~~(x) Or similar device.~~

Sec. 52-403 Site Development

- (a) Landscape: Landscaping must be provided in accordance with the City's Code of Ordinances.
- (b) Site plan required: All uses shall submit a site plan meeting the requirements outlined in Sec. 52-316 (h). A site plan shall be administratively approved if all regulations are followed in accordance with the Unified Development Code. Any requested variances

or exceptions shall be forwarded to the Planning and Zoning Commission for a recommendation and City Council for ultimate approval.

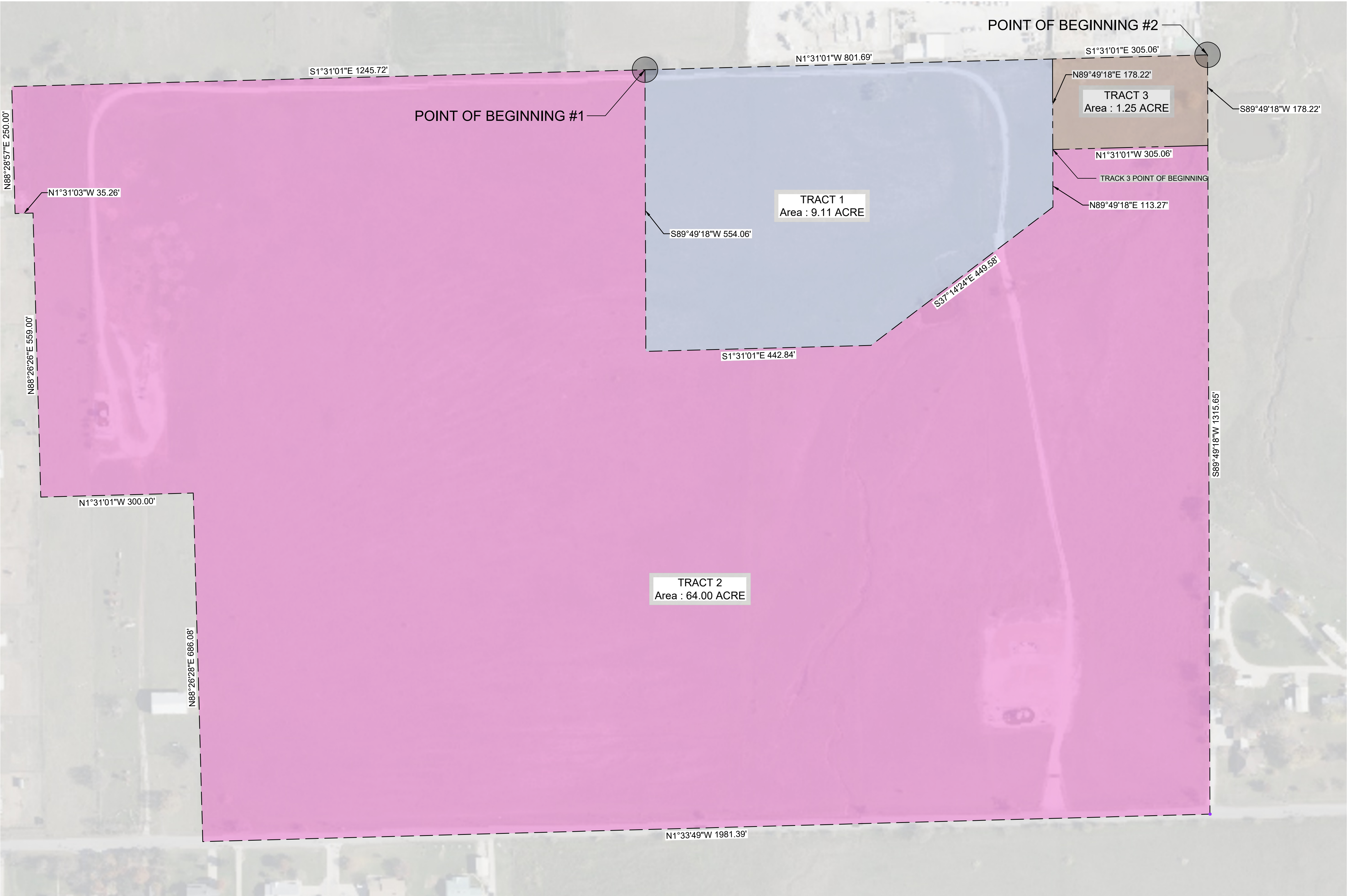
Additional Provisions

All utilities are to be buried underground.

The roadway stub out connection to property ID 68537, or legally described as A0993A MARY POLK, TR 19(PT), 46.286 ACRES, OLD DCAD SHT 2, TR 10, may be waived at the discretion of the Director of Planning and Development. The intent is to serve a roadway connection to the adjacent business.

The property must be properly maintained in a state of good repair and neat appearance.

Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.



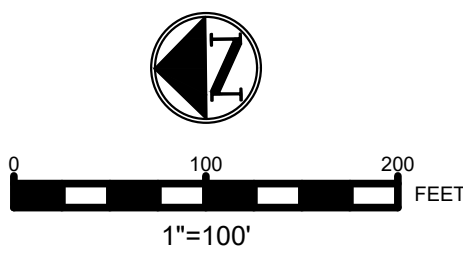
PROPOSED PLATT EXHIBIT LEGEND

- -- PROPERTY BOUNDARY
- PROPOSED LOT 1
PROPOSED ZONING AS LIGHT INDUSTRIAL
- PROPOSED LOT 2
PROPOSED ZONING AS LIGHT INDUSTRIAL
- PROPOSED LOT 3
PROPOSED ZONING AS LIGHT INDUSTRIAL
- FEMA ZONE A

METES AND BOUNDS:
TRACT 1:
FROM THE POINT OF BEGINNING #1 NORTH 1°31'01" WEST 801.69' FEET
THENCE SOUTH 89°49'18"WEST 291.49' FEET
THENCE SOUTH 37°14'24"EAST 449.58' FEET
THENCE NORTH 1°31'01" WEST 442.84' FEET
THENCE SOUTH 89°49'18"WEST 554.06' FEET RETURNING TO THE POINT OF BEGINNING
CONTAINING 9.11 ACRES, MORE OR LESS

TRACT 2:
FROM THE POINT OF BEGINNING #1 SOUTH 89°49'18" WEST, 561.48 FEET
THENCE SOUTH 89°49'18" WEST 554.06 FEET
THENCE SOUTH 1° 31'01" EST 442.84 FEET
THENCE SOUTH 37° 14'24" EAST 449.58 FEET
THENCE NORTH 89° 49'18" EAST 113.27 FEET
THENCE SOUTH 1° 31'01" EAST 305.06 FEET
THENCE SOUTH 89°49'18" WEST, 1,315.65 FEET
THENCE NORTH 1°33'49" WEST, 1,981.39 FEET
THENCE NORTH 88°26'28" EAST, 686.08 FEET
THENCE NORTH 1°31'01" WEST, 300.00 FEET
THENCE NORTH 88°26'26" EAST, 559.00 FEET
THENCE NORTH 1°31'03" WEST, 35.26 FEET
THENCE NORTH 88°28'57" EAST, 250.00 FEET
THENCE SOUTH 1°31'01" EAST, 1,245.72 FEET RETURNING TO THE POINT OF BEGINNING
CONTAINING 64.00 ACRES, MORE OR LESS

TRACT 3:
FROM THE POINT OF BEGINNING #2 THENCE NORTH 89° 49'18" EAST 178.22 FEET
THENCE SOUTH 1° 31'01" EAST 305.06 FEET
THENCE SOUTH 89° 49'18" WEST 178.22 FEET
THENCE NORTH 1° 31'01" WEST 305.06 FEET RETURNING TO THE POINT OF BEGINNING
CONTAINING 1.25 ACRES, MORE OR LESS



JUSTIN INDUSTRIAL PROPOSED ZONING EXHIBIT

CITY OF JUSTIN

DENTON COUNTY, TEXAS

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

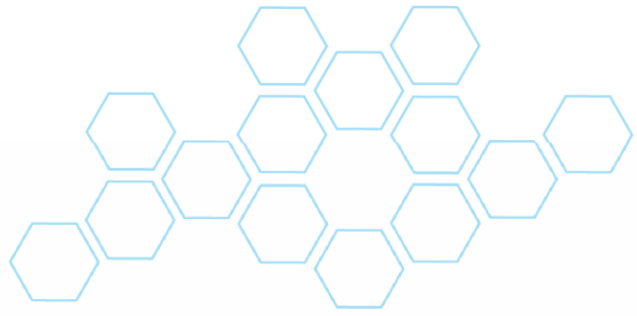
CHANDLER DAVIS 149398
TYPE OR PRINT NAME PE #
7/29/2025
DATE



TEXAS REGISTRATION ENGINEERING FIRM NO. 12452
3000 RACE STREET, SUITE 108
FORT WORTH, TX 76111
PHONE #: (817) 529-2700

SHEET

B



July 9th, 2025

Subject: Trip Generation Memorandum for Justin Industrial Park

Dear City of Justin Development Services,

I am writing to provide a trip generation memorandum for the Justin Industrial Park project, which is proposed to consist of approximately 19 light industrial buildings and a roughly 7–10-acre batch plant, ITE Land Use Code 110 General Light Industrial. This memorandum is intended to present an analysis of the expected trip generation from the proposed development, which will assist in assessing the potential traffic impact and making informed decisions related to transportation planning and infrastructure.

Trip Generation Analysis

Based on the calculated trip generation rates and the project details provided, the development is expected to generate a total of 17 trips during the PM Peak hour. These trip generation estimates should assist in evaluating the potential traffic impacts associated with the proposed development and in making informed decisions regarding transportation planning and improvements in the area. The data table is shown below:

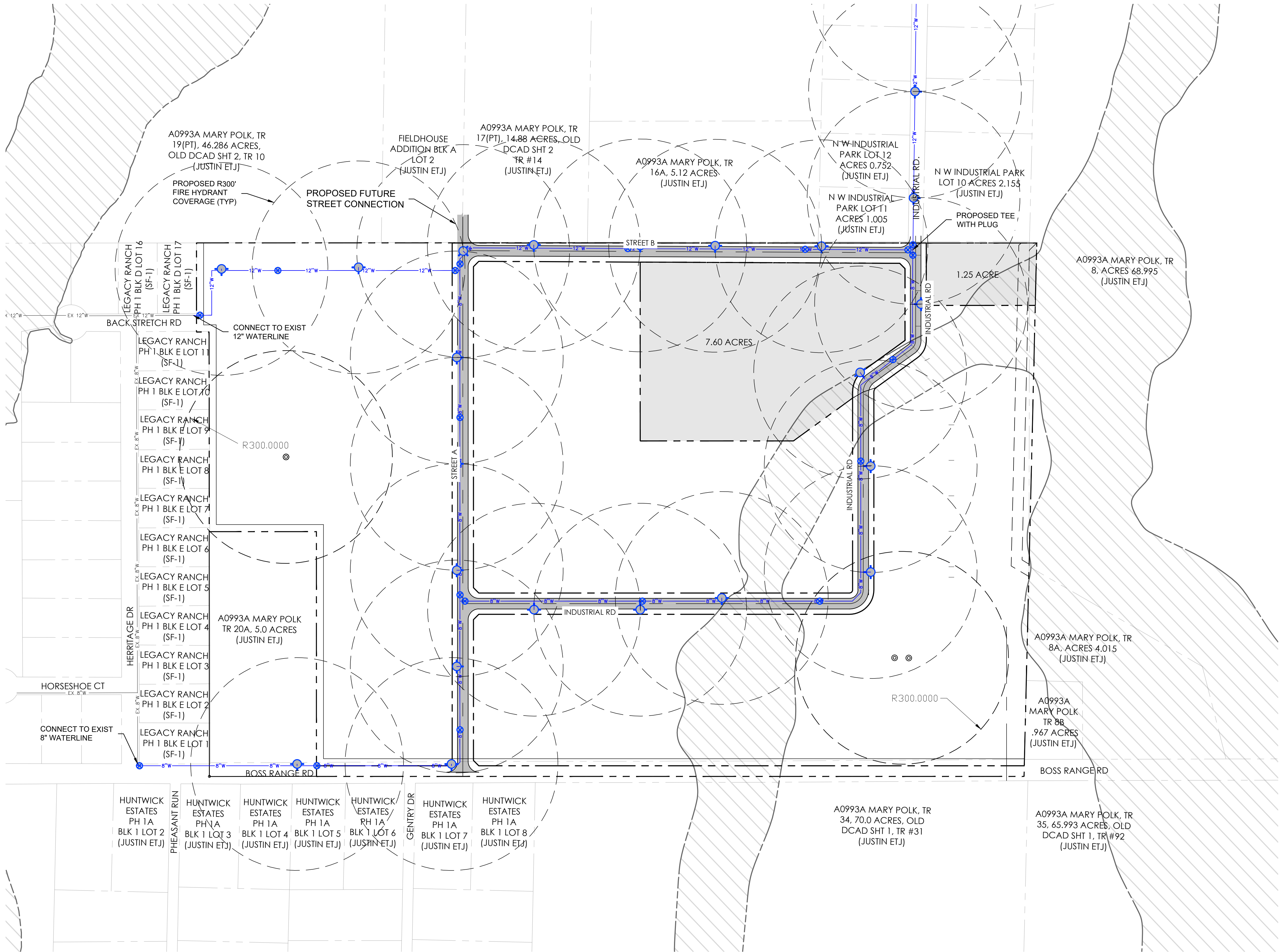
Land Use	ITE	Gross	Intensity/	DAILY	Peak Hour		
Description	Code	SQFT	Units		In	Out	Total
General Light Industrial (AM)	110	397,000	4.87	1934	223	67	290
General Light Industrial (PM)	110	397,000	4.87	1934	68	211	279

If you require any additional information or clarification regarding the trip generation analysis or any other aspect of the project, please do not hesitate to contact me.

Sincerely,

Chandler Davis

Chandler Davis, P.E., CFM



ZONING EXHIBIT LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED LOT
- PROPOSED ROW PAVEMENT (PUBLIC)
- EXISTING FEMA FLOODPLAIN (ZONE A)
- PROPOSED WATERLINE
- EXISTING 8" WATERLINE
- EXISTING 12" WATERLINE
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE

- ZONING NOTES**
- 1) THE SANITATION CONTAINER SCREENING WALLS SHALL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED AND PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN SPECIFICATION.
 - 2) MECHANICAL AND HEATING AND AIR CONDITIONING EQUIPMENT IN NON RESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT-OF-WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.

SITE DATA	
TOTAL AREA	3,281,534 SQ FT (75.33 ACRES)
TRACT 1 AREA	345,132 SQ FT (7.92 ACRES)
TRACT 2 AREA	2,550,806 SQ FT (58.56 ACRES)
TRACT 3 AREA	54,481 SQ FT (1.25 ACRES)
PROPOSED RIGHT OF WAY AREA	331,115 SQ FT (7.60 ACRES)
OPEN SPACE PROVIDED:	TBD
ZONING:	PLANNED DEVELOPMENT
PARKING REQUIRED:	TBD

North arrow pointing up.

0 150 300 FEET

SCALE: 1" = 150'

JUSTIN INDUSTRIAL OVERALL WATER PLAN EXHIBIT

CITY OF JUSTIN

DENTON COUNTY, TEXAS

PRELIMINARY
-FOR REVIEW ONLY-

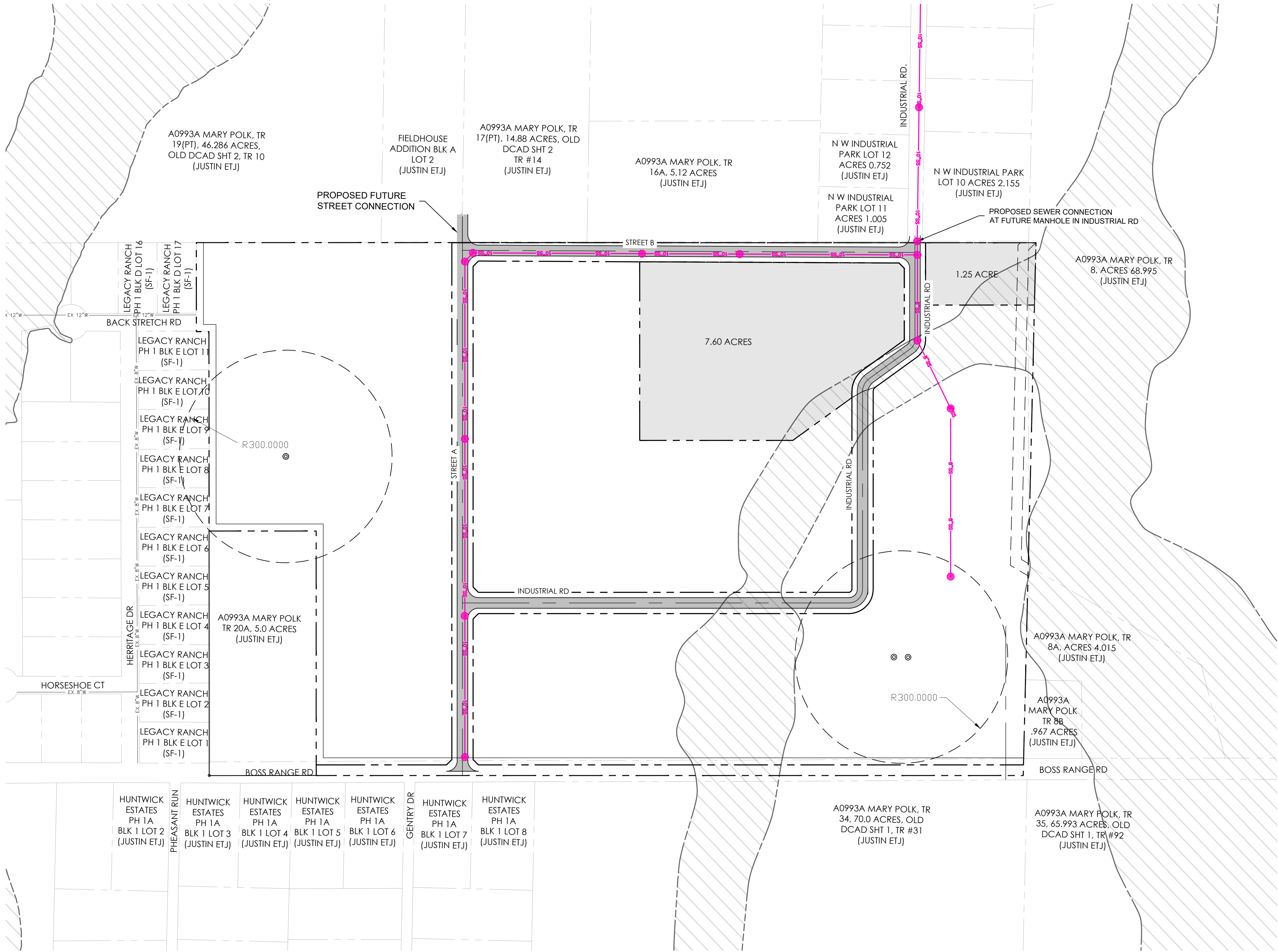
THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

CHANDLER DAVIS 149398
TYPE OR PRINT NAME PE #
7/29/2025
DATE

evolving
Civil Engineering + Planning

TEXAS REGISTRATION ENGINEERING FIRM NO. 12452

3000 RACE STREET, SUITE 108
FORT WORTH, TX 76111
PHONE #: (817) 529-2700



ZONING EXHIBIT LEGEND

PROPERTY BOUNDARY

PROPOSED RIGHT OF WAY

PROPOSED LOT

PROPOSED ROW PAVEMENT (PUBLIC)

PROPOSED PARKING LOT PAVEMENT (PRIVATE)

PROPOSED LANDSCAPIG

PROPOSED BUILDING

EXISTING FEMA FLOODPLAIN (ZONE A)

8" SS

PROPOSED SANITARY SEWER

EX SS

EXISTING SANITARY SEWER

ZONING NOTES

1) THE SANITATION CONTAINER SCREENING WALLS SHALL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED AND PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN SPECIFICATION.

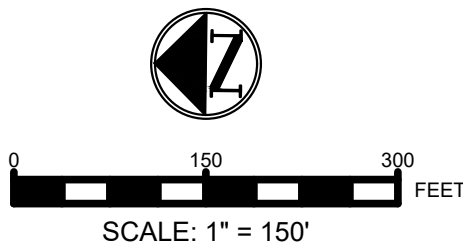
2) MECHANICAL AND HEATING AND AIR CONDITIONING EQUIPMENT IN NON RESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT-OF-WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.

SITE DATA	
TOTAL AREA	3,281,534 SQ FT (75.33 ACRES)
TRACT 1 AREA	345,132 SQ FT (7.92 ACRES)
TRACT 2 AREA	2,550,806 SQ FT (58.56 ACRES)
TRACT 3 AREA	54,481 SQ FT (1.25 ACRES)
PROPOSED RIGHT OF WAY AREA	331,115 SQ FT (7.60 ACRES)
OPEN SPACE PROVIDED:	TBD
ZONING:	PLANNED DEVELOPMENT
PARKING REQUIRED:	TBD

JUSTIN INDUSTRIAL OVERALL SANITARY SEWER PLAN EXHIBIT

CITY OF JUSTIN

DENTON COUNTY, TEXAS



PRELIMINARY

-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

CHANDLER DAVIS149398

TYPE OR PRINT NAMEPE #

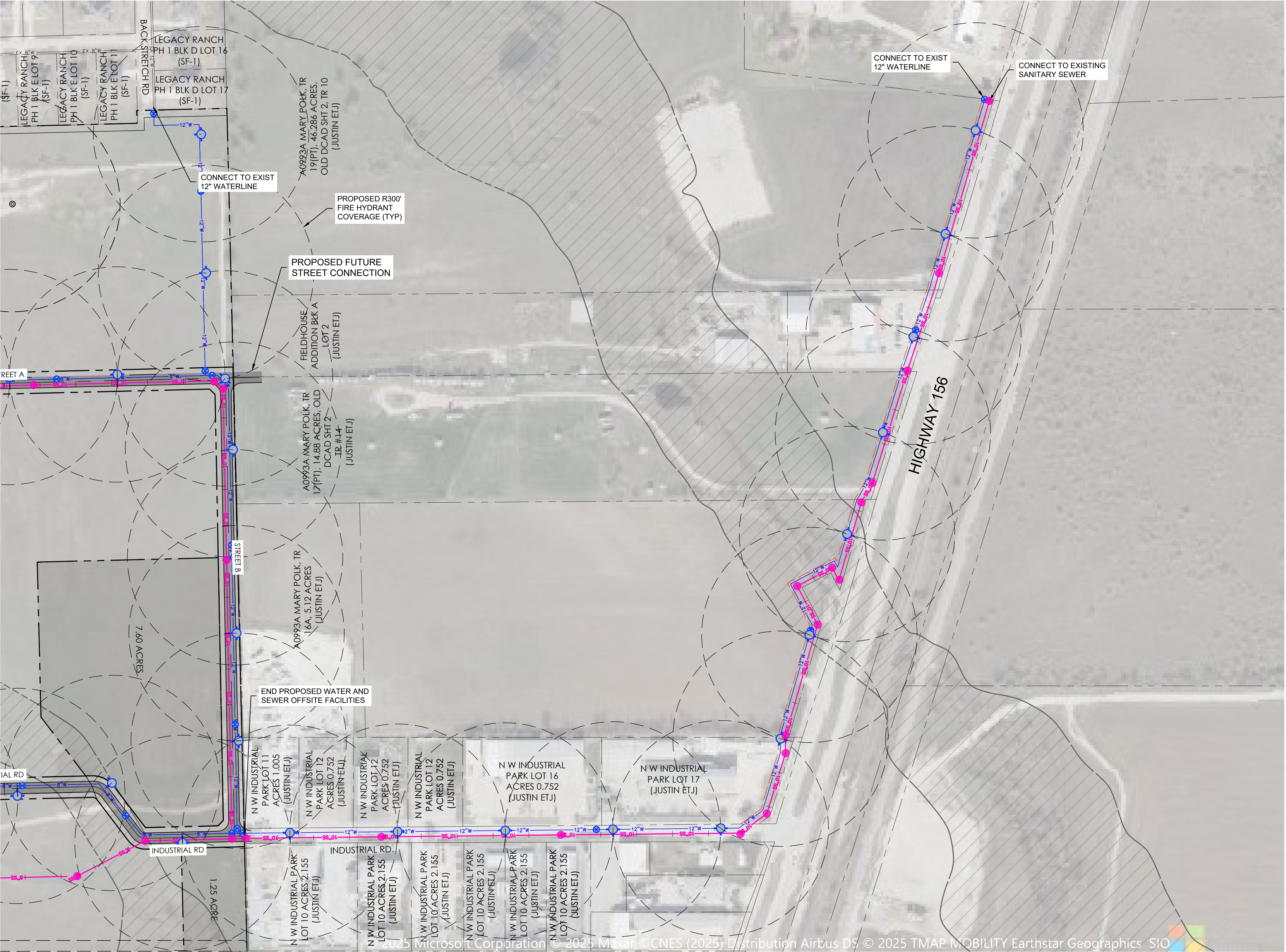
7/29/2025DATE



TEXAS REGISTRATION ENGINEERING FIRM NO. 12452
3000 RACE STREET, SUITE 108
FORT WORTH, TX 76111
PHONE #: (817) 529-2700

SHEET

2



ZONING EXHIBIT LEGEND

PROPERTY BOUNDARY

PROPOSED RIGHT OF WAY

PROPOSED LOT

PROPOSED ROW PAVEMENT (PUBLIC)

PROPOSED PARKING LOT PAVEMENT (PRIVATE)

PROPOSED LANDSCAPING

PROPOSED BUILDING

EXISTING FEMA FLOODPLAIN (ZONE A)

PROPOSED WATERLINE

EXISTING 8" WATERLINE

EXISTING 12" WATERLINE

PROPOSED FIRE HYDRANT

PROPOSED GATE VALVE

PROPOSED SANITARY SEWER

PROPOSED SANITARY SEWER MANHOLE

EXISTING SANITARY SEWER

- ZONING NOTES
- 1) THE SANITATION CONTAINER SCREENING WALLS SHALL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED AND PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN SPECIFICATION.

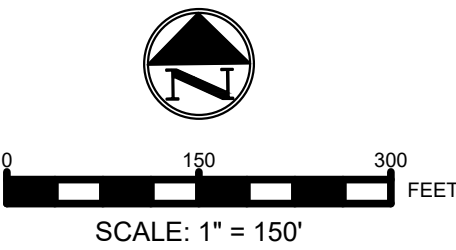
2) MECHANICAL AND HEATING AND AIR CONDITIONING EQUIPMENT IN NON RESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT-OF-WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.

SITE DATA	
TOTAL AREA	3,281,534 SQ FT (75.33 ACRES)
TRACT 1 AREA	345,132 SQ FT (7.92 ACRES)
TRACT 2 AREA	2,550,806 SQ FT (58.56 ACRES)
TRACT 3 AREA	54,481 SQ FT (1.25 ACRES)
PROPOSED RIGHT OF WAY AREA	331,115 SQ FT (7.60 ACRES)
OPEN SPACE PROVIDED:	TBD
ZONING:	PLANNED DEVELOPMENT
PARKING REQUIRED:	TBD

JUSTIN INDUSTRIAL OVERALL OFFSITE UTILITY PLAN

CITY OF JUSTIN

DENTON COUNTY, TEXAS



PRELIMINARY

FOR REVIEW ONLY.

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

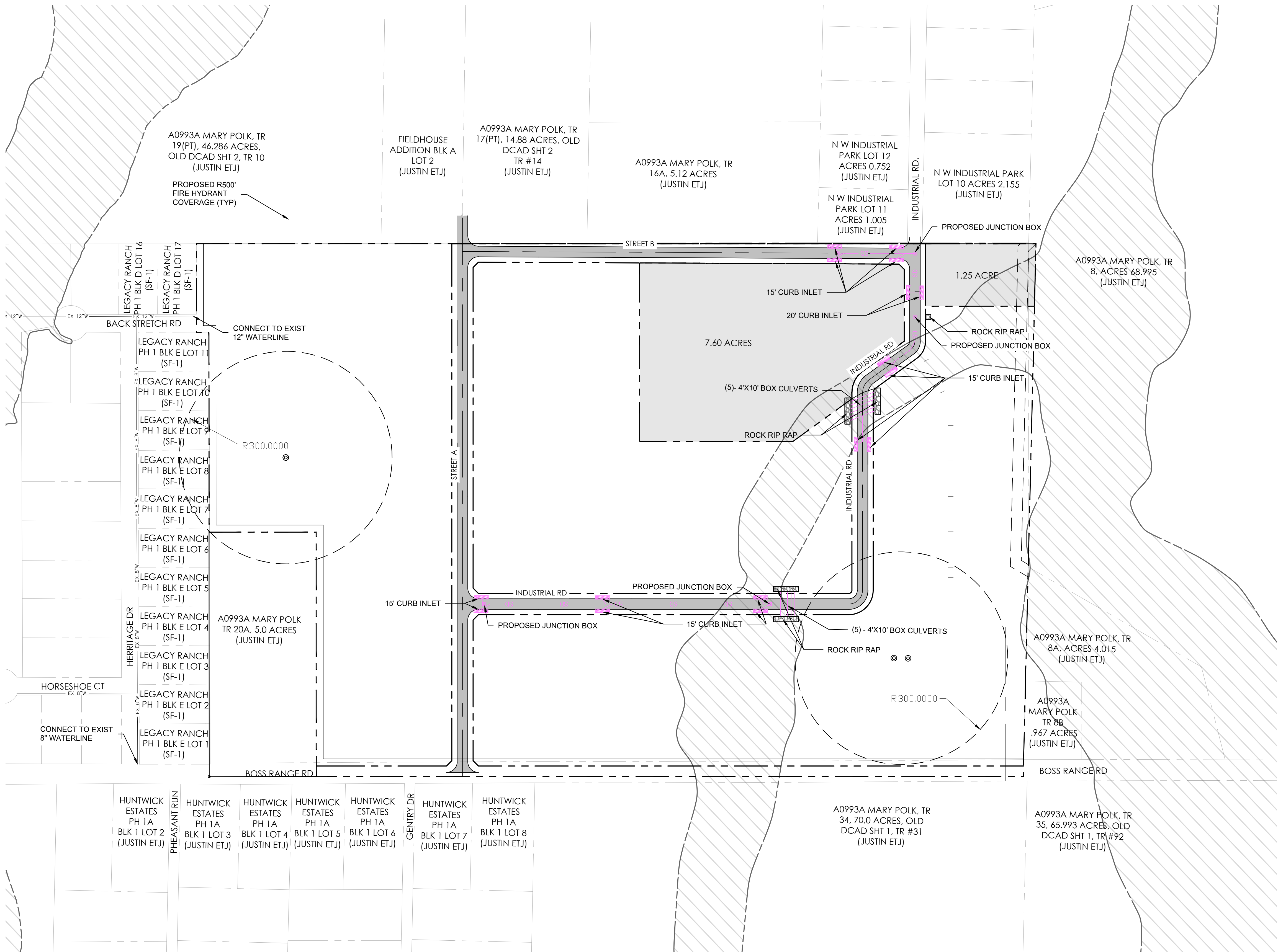
CHANDLER DAVIS	149398
TYPE OR PRINT NAME	PE #
7/29/2025	
DATE	



TEXAS REGISTRATION ENGINEERING FIRM NO. 12452
3000 RACE STREET, SUITE 108
FORT WORTH, TX 76111
PHONE #: (817) 529-2700

SHEET

3



ZONING EXHIBIT LEGEND

PROPERTY BOUNDARY

PROPOSED RIGHT OF WAY

PROPOSED LOT

PROPOSED ROW PAVEMENT (PUBLIC)

PROPOSED PARKING LOT PAVEMENT (PRIVATE)

PROPOSED LANDSCAPING

PROPOSED BUILDING

EXISTING FEMA FLOODPLAIN (ZONE A)

PROPOSED NON GROUTED ROCK RIP RAP

SD

PROPOSED STORM DRAIN

PROPOSED CURB INLET

PROPOSED JUNCTION BOX

- ZONING NOTES**
- 1) THE SANITATION CONTAINER SCREENING WALLS SHALL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED AND PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN SPECIFICATION.
 - 2) MECHANICAL AND HEATING AND AIR CONDITIONING EQUIPMENT IN NON RESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT-OF-WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.

SITE DATA	
TOTAL AREA	3,281,534 SQ FT (75.33 ACRES)
TRACT 1 AREA	345,132 SQ FT (7.92 ACRES)
TRACT 2 AREA	2,550,806 SQ FT (58.56 ACRES)
TRACT 3 AREA	54,481 SQ FT (1.25 ACRES)
PROPOSED RIGHT OF WAY AREA	331,115 SQ FT (7.60 ACRES)
OPEN SPACE PROVIDED:	TBD
ZONING:	PLANNED DEVELOPMENT
PARKING REQUIRED:	TBD



0 150 300 FEET
SCALE: 1" = 150'

JUSTIN INDUSTRIAL OVERALL STORM DRAIN PLAN EXHIBIT

CITY OF JUSTIN

DENTON COUNTY, TEXAS

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

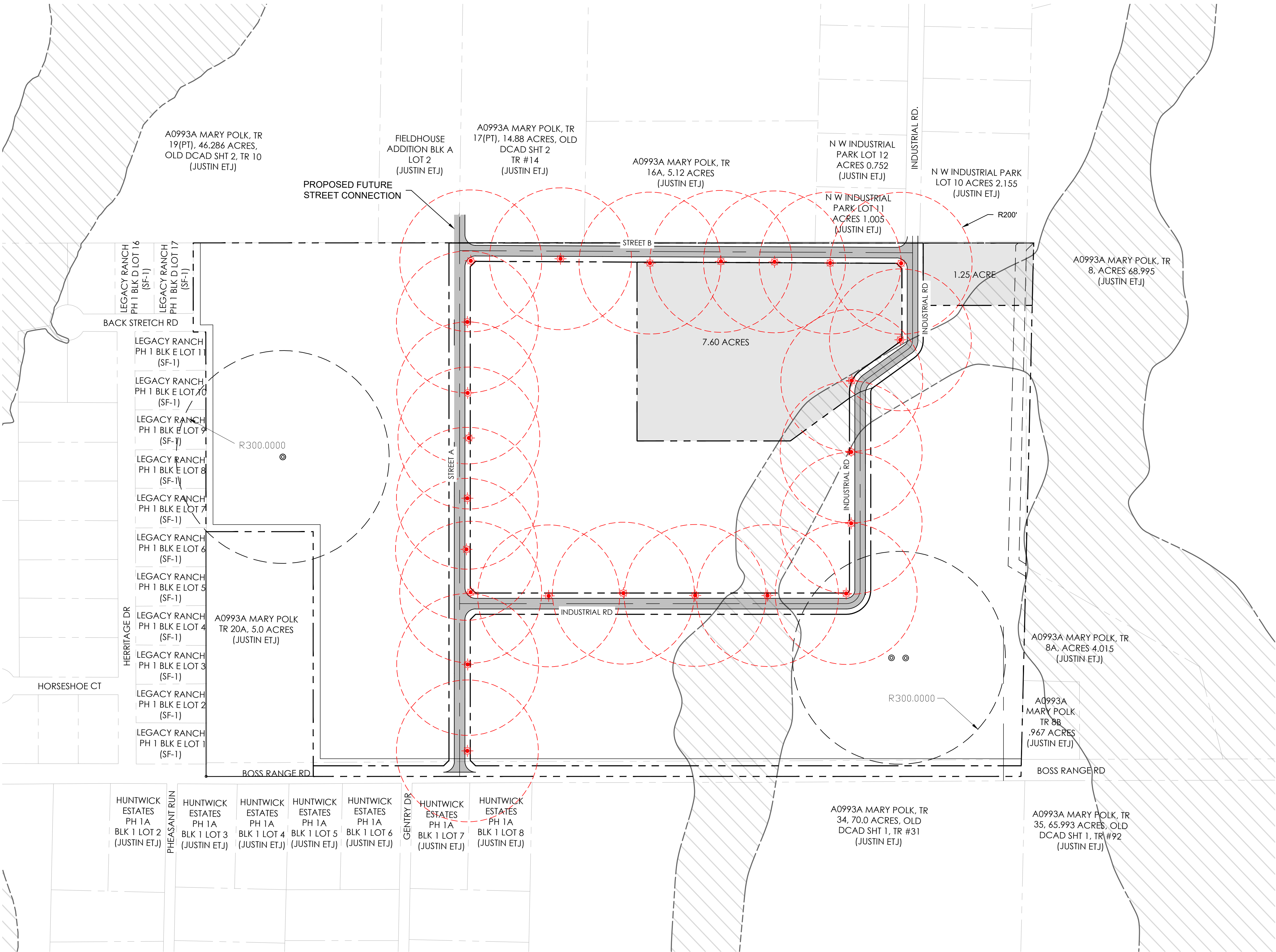
CHANDLER DAVIS	149398
TYPE OR PRINT NAME	PE #
7/29/2025	
DATE	



TEXAS REGISTRATION ENGINEERING FIRM NO. 12452
3000 RACE STREET, SUITE 108
FORT WORTH, TX 76111
PHONE #: (817) 529-2700

SHEET

4



ZONING EXHIBIT LEGEND

PROPERTY BOUNDARY

PROPOSED RIGHT OF WAY

PROPOSED LOT

PROPOSED ROW PAVEMENT (PUBLIC)

PROPOSED PARKING LOT PAVEMENT (PRIVATE)

PROPOSED BUILDING

EXISTING FEMA FLOODPLAIN (ZONE A)

PROPOSED STREET LIGHT RADIUS (R200')

PROPOSED STREET LIGHT (24 TOTAL)

- ZONING NOTES
- 1) THE SANITATION CONTAINER SCREENING WALLS SHALL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED AND PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN SPECIFICATION.

2) MECHANICAL AND HEATING AND AIR CONDITIONING EQUIPMENT IN NON RESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT-OF-WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.

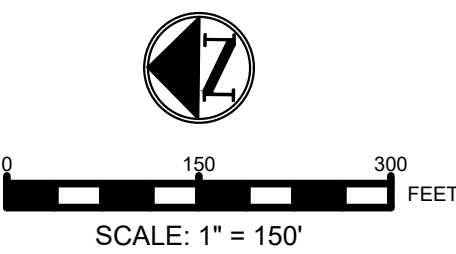
3) ALL LIGHTING SHALL FOLLOW ALL OF CODE REGULATIONS.

4) ALL LIGHTING SHALL BE DARK SKY COMPLIANT.

5) ALL LIGHTING SHALL BE SUBMITTED WITH THE CONSTRUCTION PLANS.

6) AN ELECTRICAL PLAN SHALL BE SUBMITTED WITH THE CONSTRUCTION PLANS.

SITE DATA	
TOTAL AREA	3,281,534 SQ FT (75.33 ACRES)
TRACT 1 AREA	345,132 SQ FT (7.92 ACRES)
TRACT 2 AREA	2,550,806 SQ FT (58.56 ACRES)
TRACT 3 AREA	54,481 SQ FT (1.25 ACRES)
PROPOSED RIGHT OF WAY AREA	331,115 SQ FT (7.60 ACRES)
OPEN SPACE PROVIDED:	TBD
ZONING:	PLANNED DEVELOPMENT
PARKING REQUIRED:	TBD



JUSTIN INDUSTRIAL OVERALL STREET LIGHT PLAN EXHIBIT

CITY OF JUSTIN

DENTON COUNTY, TEXAS

PRELIMINARY

FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

CHANDLER DAVIS149398

TYPE OR PRINT NAMEPE #

7/29/2025

DATE



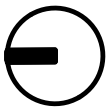
TEXAS REGISTRATION ENGINEERING FIRM NO. 12452
3000 RACE STREET, SUITE 108
FORT WORTH, TX 76111
PHONE #: (817) 529-2700

SHEET

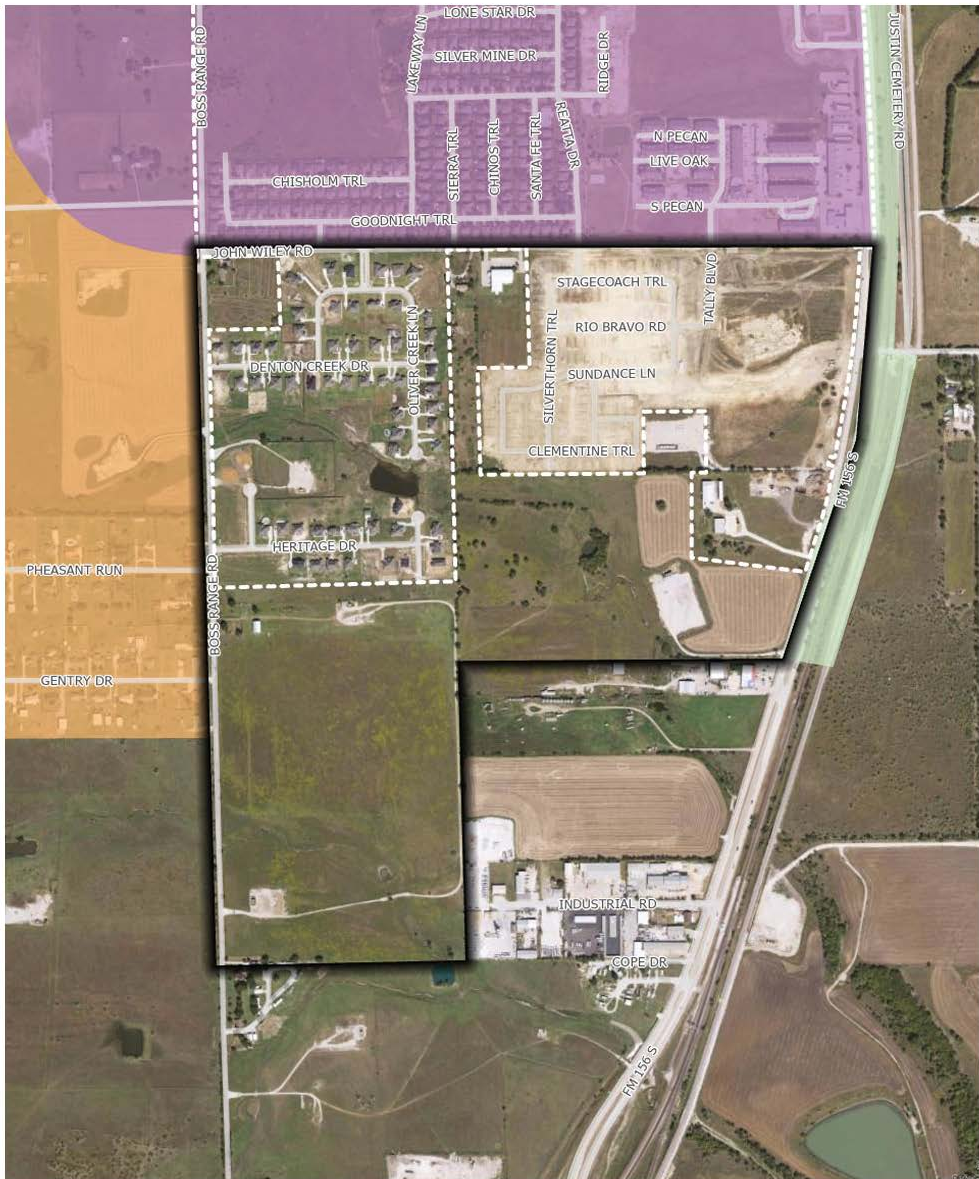
5

07/29/2025

Copyright 2025 STUDIO MAS ARCHITECTS PLLC



SOUTH GATEWAY

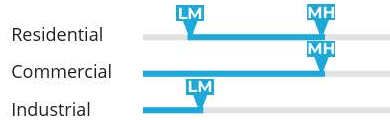


DISTRICT PROFILE



Development Intensity

Regulatory Guidance



The South Gateway District is in the south-eastern section of the City of Justin. This district has a mix of residential, commercial, and light industrial. This area serves as the first impression of the community from the Fort Worth area; half of the district is within the ETJ.

IDENTITY + CHARACTER

This district's character is primarily composed of the neighborhood south of John Wiley Rd and the commercial/industrial uses fronting FM156. As the first district approached from the Dallas Fort Worth Metroplex, this district is the gateway into the community. Establishing a historic and charming town entrance should be a priority.

OPPORTUNITIES

As the gateway into the City of Justin, this district can create place-making experiences representative of the entire community. The businesses anchored in this district should be carefully considered to maximize the Justin experience.

CHALLENGES

Limited land and connectivity through FM 156 are a challenge. Major roadways border this district on all sides, impacting access to public amenities.

AREAS OF FOCUS

Public spaces should be focused on, and a sense of arrival along FM156. New developments and redevelopment should attempt to create more connections with the rest of the community through sidewalks, trails, and redesigned roadways.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between Continental U.S. Management Corporation, a Texas corporation ("Owner") and the City of Justin, Texas, a general law city (the "City") (Owner and City, being referred to, individually, as a "Party" and, collectively, as the "Parties") to be effective on the Effective Date, as defined in Section 11.10.

ARTICLE I RECITALS

WHEREAS, Owner is the owner of approximately 138.906 acres of land situated in the Mary Polk Survey, Abstract Number 993, Denton County, Texas (the "County") described by metes and bounds on Exhibit A (the "Property") and shown on Exhibit B, which property is undeveloped; and

WHEREAS, Owner submitted a petition to the City requesting that the City extend its extraterritorial jurisdiction ("ETJ") to include all of the Property that was not previously in the City's ETJ, which petition was approved by the City Council on August 10, 2015, by adoption of Ordinance No. 592-15 expanding the City's ETJ to include all of the Property; and

WHEREAS, Owner intends that the Property be developed as a high-quality, master-planned, residential community with minimum one-half acre lots served by on-site septic systems and retail City water service or, in the alternative, with minimum 7,000 square foot lots served by retail City water and sewer service, pursuant to development regulations contained in this Agreement; and

WHEREAS, this Agreement will be recorded in the deed records of the County (so as to bind Owner and all future owners of the Property or any portion thereof), and will provide regulatory certainty during the term of this Agreement; and

WHEREAS, Owner does not have any interest in the minerals underlying the Property; and

WHEREAS, the Texas Commission on Environmental Quality ("TCEQ") or its predecessor has issued certificate of convenience and necessity ("CCN") number 13201 to Aqua Texas, Inc. ("Aqua Texas") to provide retail water service to the Property and has issued CCN number 20866 to the Town of Northlake to provide retail sewer service to a portion of the Property; and

WHEREAS, provision of water service to the Property by Aqua Texas will substantially arrest the sound growth of the City and will adversely impact the potential for annexation of the Property into the City's corporate limits; and

WHEREAS, Owner intends to seek expedited release of the Property from Aqua Texas' CCN service area for retail water service and to make the City the sole water CCN holder for the Property; and

WHEREAS, the City agrees, upon release of the Property from Aqua Texas' CCN service area, to expand its water CCN to include the Property and to provide retail water service to the Property; and

WHEREAS, provision of retail water service to the Property will provide a source of revenue to the City; and

WHEREAS, in order for the City to provide retail water service to the Property it will be necessary for Owner to expand the City's water system by constructing approximately 170 linear feet of off-site water main to connect the Property to the City's water system (the "Off-Site Water Main"); and

WHEREAS, oversizing the Off-Site Water Main will expand the City's water system to serve additional area outside the Property; and

WHEREAS, the City Council has determined that Owner may develop the Property with on-site septic systems or, in the alternative, that the City will provide retail sewer service to the Property provided Owner and the City determine that it is feasible for the City to be the retail provider, Owner obtains expedited release of the Property from the Town of Northlake's sewer CCN, and Owner constructs the necessary infrastructure, at Owner's expense; and

WHEREAS, Owner will construct or cause to be constructed the Off-Site Water Main, on-site water delivery lines, on-site roads, and on-site drainage to serve the Property and, in the event Owner elects to seek retail sewer service from the City in lieu of on-site septic systems, sewer infrastructure to serve the Property (collectively, the "Public Infrastructure"); and

WHEREAS, the City Council has determined that this Agreement and the development of the Property described herein comply in all respects with the City's Comprehensive Plan; and

WHEREAS, at the City's request, Owner has agreed to petition the City to annex the Property, subject to release of the Property from Aqua Texas' CCN service area; and

WHEREAS, development of the Property within the City's corporate limits will increase the City's tax base, expand the customer base for the City's retail businesses, and increase the City's population; and

WHEREAS, development of the Property within the City's corporate limits will result in increased development costs by Owner and subsequent developers of the Property; and

WHEREAS, the City agrees to provide relief to Owner from certain fees in order to mitigate, in part, the expenses incurred by Owner in connection with submittal of the petition to the PUC for expedited release from Aqua Texas' water CCN service area and the increased development costs and tax burden resulting from annexation of the Property; and

WHEREAS, the City agrees that the City Council shall not approve an ordinance annexing the Property until after January 1, 2016; and

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement between the City and the County effective October 18, 2005 (the "Interlocal Agreement") and Section 242.001(a)(3) of the Texas Local Government Code, the City has exclusive jurisdiction over subdivision platting and all related permits for the Property; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171, et seq. of the Texas Local Government Code.

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

ARTICLE II

DEVELOPMENT REGULATIONS

2.1 Governing Regulations. The Property shall be developed as a single-family residential development. At Owner's option, the Property will be developed (i) with minimum one-half acre lots with retail City water service and private on-site septic systems or (ii) with minimum 7,000 square foot lots with retail City water and sewer service. Development of the Property shall be governed solely by this Agreement and the following regulations (collectively, the "Governing Regulations"):

(a) the City's Subdivision Regulations, consisting of Ordinance No. 248 effective March 24, 1997, as modified by Exhibit C and all other provisions of this Agreement (the "Subdivision Regulations");

(b) building, plumbing, electrical, mechanical, and fire codes adopted by the City and uniformly enforced within the City's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to uniform building, fire, electrical, plumbing, or mechanical codes that are uniformly applicable to similarly situated development within the City's corporate boundaries (the "Building Codes");

(c) development standards attached as Exhibit D (the "Development Standards");

(d) road standards attached as Exhibit E (the "Road Standards");

(e) 100-year drainage design for ditches and major drainage structures and 10-year drainage design for individual lot driveway culverts, using the rational method and discharging undetained to the floodplain (the "Drainage Standards");

(f) preliminary plat attached as Exhibit F; and

(g) final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement (each, an "Approved Plat").

2.2 Zoning. In the event of any conflict between this Agreement and any zoning ordinance adopted by the City Council relating to the Property, this Agreement will prevail except as expressly agreed in writing by Owner, the City, and the owners of the portion of the Property subject to such zoning ordinance. Any established use of the Property or a portion thereof that may be in conflict with the City's zoning ordinances at the time of annexation shall be deemed a legal use and shall not be considered to be a nonconforming use provided such use is in compliance with this Agreement.

2.3 Development Standards Revisions and Waivers.

(a) The Mayor, the City Manager, or a designee may administratively approve in writing minor revisions to the Development Standards, including without limitation the following: (i) an increase in the height of any structure by five percent (5%) or less; (ii) a setback reduction of ten percent (10%) or less; or (iii) an increase in lot coverage of five percent (5%) or less.

(b) The City Council may waive strict compliance with the Development Standards on a case-by-case basis when Owner demonstrates, to the reasonable satisfaction of the City Council, that the requested waiver: (i) is not contrary to the public interest; (ii) does not cause injury to adjacent property; and (iii) does not materially adversely affect the quality of development.

2.4 Drilling and Production of Natural Gas; Setback Requirements.

(a) Three gas well sites are located on the Property, as shown in Exhibit G (the "Existing Well Sites"). Additional gas wells may be drilled on the Existing Well Sites provided (i) such wells are set back at least 150 feet from homes and public parks; and (ii) such wells are screened in accordance with Section 4.721 of the City's Code of Ordinances in effect as of the Effective Date ("Section 4.721").

(b) Homes shall be set back 150 feet from wells on the Existing Well Sites in existence when a building permit application is submitted, provided such wells are screened in accordance with Section 4.721. If such existing gas wells are not screened in accordance with Section 4.721, homes shall be set back 200 feet from such wells.

(c) Distances shall be measured from the well bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of the residence or public park.

(d) Notwithstanding anything addressed above, the City may not enforce regulations concerning gas drilling and production with respect to the Property that are stricter than regulations enforced by the City within its corporate limits.

2.5 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement. In the event of any conflict between any provision of the Agreement and the Governing Regulations, the provision of the Agreement shall prevail.

ARTICLE III
DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the Interlocal Agreement, which grants exclusive authority to the City pursuant to Section 242.001(d)(1) of the Texas Local Government Code, and Section 242.001(a)(3) of the Texas Local Government Code, the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats for the Property and approval of plans for certain Public Infrastructure in accordance with this Agreement, and the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plats Required. Subdivision of the Property shall require approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement. Owner shall elect to provide sewer service through private on-site septic systems or to obtain retail sewer service from the City prior to submittal of each final plat.

3.3 Design, Construction and Inspection of Public Infrastructure.

(a) All Public Infrastructure constructed or caused to be constructed by Owner shall be designed and constructed in compliance with the Governing Regulations.

(b) Owner shall submit to the City plans and specifications for the Public Infrastructure prior to commencing construction, advertising for bids or requesting proposals for such improvements. No advertising for bids or requests for proposal shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the City.

(c) The City shall approve or disapprove plans and specifications, including resubmittals, within thirty (30) days after receipt. In the event the City disapproves of any plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval. Owner shall revise the plans and specifications appropriately and resubmit to the City for review.

(d) Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations by a third party inspector retained by the City. Inspection of Public Infrastructure shall be subject to a fee equal to three percent (3%) of the construction costs of such infrastructure (the "Infrastructure Inspection Fees").

3.4 Building Permits; Inspection of Structures.

(a) Owner shall not construct, or allow to be constructed, on the portion of the Property owned by such Owner a permanent building designed or intended for human occupancy or use (each, a "Structure") until a permit is issued certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards (a "Building Permit").

(b) At the City's option, Building Permits may be issued by a City employee or a third party contractor retained by the City and approved by the affected Owner.

(c) Each Structure shall be inspected for compliance with the Building Permit issued for the Structure. At the City's option, inspections may be performed by a City employee or by a third party contractor retained by the City and approved by the affected Owner.

ARTICLE IV **DEVELOPMENT FEES**

4.1 Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process (the "Plat Review Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each plat application. The fee schedule uniformly applicable to development within the corporate limits of the City shall be applicable to the Property.

4.2 Plan Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications for Public Infrastructure (the "Plan Review Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of each set of plans and specifications. The fee schedule uniformly applicable to development within the corporate limits of the City shall be applicable to the Property.

4.3 Residential Construction Fees. The City shall collect fees for each single-family residence constructed on the Property as shown on **Exhibit H** (the "Residential Construction Fees"). The City shall retain \$630 from the Residential Construction Fee collected by the City for each single-family residence and shall pay the remainder of each such fee to Owner or its assignee, on or about July 31 and January 31 of each year for the preceding six-period from January 1 to June 30 and from July 1 to December 31, respectively, together with an accounting of such payments identifying the address of the residence for which such fees were paid, payor, date and amount paid, and any other information reasonably requested by Owner.

4.4 Impact Fees.

(a) The City may assess water impact fees at the City's generally applicable rate for each single-family residence constructed on the Property, in accordance with Chapter 395, Texas Local Government Code ("Chapter 395"), and Article 11.1000 of the City's Code of Ordinances ("Water Impact Fees").

(b) If Owner elects to provide sewer service to the Property using private on-site septic systems, the City shall not assess or collect wastewater impact fees under Article 11.1000 and Chapter 395, or any other form of capital recovery fee for wastewater infrastructure in connection with development of the Property. If Owner elects to obtain retail sewer service from the City, the City may assess sewer impact fees at the City's generally applicable rate for each single-family residence constructed on the Property in accordance with Chapter 395 and Article 11.1000 ("Sewer Impact Fees").

(c) The City shall not collect roadway impact fees or any form of capital recovery fee for roads.

(d) The City shall pay to Owner or its assignee, or on before July 31 and January 31 of each year, the Water Impact Fees collected within the Property for the preceding six-month period from January 1 to June 30 and from July 1 to December 31, respectively, together with an accounting of such fees identifying the address of the residence for which such fees were paid, payor, date and amount paid, and any other information reasonably requested by Owner, until Owner is reimbursed in full for all Eligible Expenses incurred by Owner in connection with release of the Property from Aqua Texas' water CCN plus 10% of such costs. For purposes of this Agreement, "Eligible Expenses" means all attorney's fees, engineering fees and compensation paid to the former CCN-holder in accordance with Section 5.1(b).

4.5 Parkland Dedication. Owner shall dedicate parkland to the City in accordance with the City's park dedication requirements in effect as of the Effective Date, some or all of which property may be in the floodplain.

4.6 Annexation and Zoning. Annexation and zoning of the Property shall be subject to the City's standard fees (collectively, the "Annexation and Zoning Fees").

4.7 Exclusive Fees. Except for Plat Review Fees, Plan Review Fees, Residential Fees, Water Impact Fees, Sewer Impact Fees (if applicable), Infrastructure Inspection Fees (in accordance with Section 3.3) and Annexation and Zoning Fees, no other fees or charges of any kind are due and payable to the City in connection with the development of the Property.

ARTICLE V

PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

5.1 Certificates of Convenience and Necessity.

(a) Within 30 days after the Effective Date, Owner shall submit a petition to the Public Utilities Commission (the "PUC") pursuant to Section 13.254, Texas Water Code ("Section 13.254"), requesting expedited release of the Property from Aqua Texas' water CCN service area and the Town of Northlake's sewer CCN service area, and shall provide a copy of such petition to the City. The City shall cooperate with Owner to remove the Property from Aqua Texas' water CCN service area and Northlake's sewer CCN service area and to add the Property to the City's water CCN service area and, upon Owner's written request, to add the Property to the City's sewer CCN service area.

(b) The City shall provide written notice to the PUC of the City's intent to provide retail water service to the Property within fifteen (15) days after receipt of written request from Owner. The City shall not provide such notice to the PUC except upon receipt of written request from Owner. If the Property is removed from Aqua Texas' water CCN, Owner shall pay compensation, if any, to Aqua Texas as determined by the PUC in accordance with Section 13.254 on behalf of the City, subject to right to reimbursement pursuant to Section 4.4.

(c) The City shall provide written notice to the PUC of the City's intent to provide retail sewer service to the portion of the Property removed from the Town of Northlake's sewer

CCN within fifteen (15) days after receipt of written request from Owner. The City shall not provide such notice to the PUC except upon receipt of written request from Owner.

5.2 Retail Water Service; Construction of Infrastructure.

(a) Retail water service to the Property for development in accordance with this Agreement will be provided by the applicable CCN-holder.

(b) Provided the Property is released from Aqua Texas' water CCN service area in accordance with Section 5.1, Owner shall design and construct or cause to be designed and constructed approximately 170 linear feet of eight-inch water main sized to serve the Property (the "Off-Site Water Main") and all on-site water infrastructure for the City to provide retail water service to the Property. At the City's request, Owner shall oversize the Off-Site Water Main with 12-inch water main, provided the City pays 1/3 of all costs associated with design and construction of the Off-Site Water Main prior to commencement of construction of the Off-Site Water Main. If the City does not deposit funds for the City's 1/3 share of such costs in an escrow account designated by Owner or make other payment arrangements acceptable to Owner within 30 days after Owner delivers notice of intent to commence construction of the Off-Site Water Main, Owner may install the Off-Site Water Main as an eight-inch main and shall have no obligation to oversize the Off-Site Water Main.

(c) Water service by the City to portions of the Property located within the City's water CCN service area shall be at the City's generally applicable in-city rates.

5.3 Retail Sewer Service. At Owner's option, sewer service to the Property shall be provided by:

(a) Individual on-site septic systems on each platted lot. Owner shall obtain a septic tank license for each platted lot from the County Health Department in accordance with applicable regulations; or

(b) The City, provided the Property is released from the Town of Northlake's sewer CCN service area in accordance with Section 5.1 and Owner constructs at Owner's expense, all infrastructure determined by the City to be necessary to connect to the City's sewer system.

5.4 Roadways.

(a) Owner shall dedicate right-of-way to the City for Boss Range Road adjacent to the Property sufficient to provide a total of 30 feet of right-of-way from the centerline, in connection with final platting the Property adjacent to Boss Range Road. Owner's sole obligation with respect to Boss Range Road shall be dedication of such right-of-way. Owner shall have no obligation to construct, or finance the construction of, any improvements to Boss Range Road.

(b) Owner has no obligation to dedicate right-of-way or construct improvements to John Wiley Road.

(c) If Owner elects to develop the Property with one-half acre lots served by on-site septic systems and City retail water service, Owner shall construct internal roads within the boundaries of the Property in accordance with the Road Standards.

(d) If Owner elects to develop the Property with minimum 7,000 square foot lots with City retail water and sewer service, Owner shall construct internal roads within the boundaries of the Property in accordance with City standards set out in Exhibit C.

(e) Notwithstanding any provision of the Subdivision Regulations or any other City requirements to the contrary, no dedication of right-of-way or construction of improvements to John Wiley Road or Boss Range Road and no other roadway improvements outside the Property boundaries are required for development of the Property except as set out in this Section 5.4.

5.5 Drainage. Owner shall construct drainage improvements on the Property in accordance with the Drainage Standards.

5.6 Dedication, Ownership and Maintenance of Public Infrastructure; Capacity. Owner shall dedicate the Public Infrastructure to the City, provided the Property is annexed by the City. Notwithstanding such dedication, Owner shall have a continuing right to require the City to utilize a portion of the capacity in the Off-Site Water Main to serve the Property, which capacity shall be made available by the City as necessary to provide water service to customers within the Property.

5.7 Oversized Infrastructure. Owner has no obligation to design or construct water, sewer, drainage or other Public Infrastructure that exceeds the capacity needed to serve the Property, except as set out in Section 5.2(b).

ARTICLE VI TERM OF AGREEMENT

6.1 Term. The term of the Agreement will be fifteen (15) years commencing on the Effective Date (the "Term").

6.2 Termination of Agreement. This Agreement may be terminated as to all of the Property as follows:

(a) at any time by mutual written consent of the City and Owner;

(b) by the City if (i) Owner's petition for expedited release from Aqua Texas' water CCN service area is not approved by the PUC pursuant to Section 5.1; (ii) Owner fails to submit an annexation petition in accordance with Section 7.1(a); (iii) the Annexation Petition is deemed withdrawn pursuant to Section 7.1(c); or (iv) the City does not annex the Property by March 1, 2016;

(c) by Owner if (i) Owner's petition for expedited release from Aqua Texas' water CCN service area is not approved by the PUC pursuant to Section 5.1; (ii) the Annexation Petition is deemed withdrawn pursuant to Section 7.1(c); or (iii) the City does not annex the Property by March 1, 2016.

ARTICLE VII
ANNEXATION; ROLLBACK TAXES

7.1 Annexation.

(a) Owner shall, no later than September 1, 2015, submit a petition to the City requesting annexation of the Property (the "Annexation Petition"). The Annexation Petition shall be subject to approval by the PUC of Owner's petition for expedited release from Aqua Texas' water CCN area pursuant to Section 5.1.

(b) The City may not annex the Property unless the PUC approves the petition for expedited release of the Property from Aqua Texas' water CCN service area pursuant to Section 5.1 (the "Annexation Condition"). The City shall follow the annexation process set out in Section 43.061, et seq., of the Texas Local Government Code. The City Council shall not adopt an ordinance annexing the Property prior to January 1, 2016.

(c) The Annexation Petition shall be deemed to be automatically withdrawn by Owner and otherwise void without further action by Owner if (i) the PUC does not approve the petition for expedited release of the Property from Aqua Texas' water CCN service area pursuant to Section 5.1; or (ii) the City terminates this Agreement; or (iii) the City posts an agenda providing for approval of an ordinance annexing the Property prior to January 1, 2016 (the "Withdrawal Events").

(d) The City acknowledges that acceptance of the Annexation Petition by a City employee or other representatives constitutes acceptance of the Annexation Condition and the Withdrawal Events.

7.2 Rollback Taxes. The City acknowledges that no municipal rollback taxes are owed to the City for the Property.

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

8.2 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND

INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or
- (c) adversely affect or impair the current or future obligations of the City to provide water service to any portion of the Property within its water CCN; or
- (d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (e) limit the Term.

ARTICLE IX **ASSIGNMENT AND ENCUMBRANCE**

9.1 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement as to the Property or portion of the Property in question, the assigning party will be released from any rights and obligations under this Agreement as to the Property involved in such assignment, effective upon receipt of the assignment by the City. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by execution of this Agreement by all lienholders against the Property as of the Effective Date (if any) subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans, as of the Effective Date.

9.2 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 Owner.

9.3 Encumbrance by Owner and Assignees. Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 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 Owner's prior written consent.

ARTICLE X

RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the City as a condition to the City having notice of the assignment or having the assignment binding upon the City. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor Owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots. An End-Buyer shall not be considered an Owner. For purposes of this Agreement, the Parties agree: (a) the term "End-Buyer" means any tenant, user, occupant, or owner that is intended to be a final user, of a fully developed and improved lot and does not include a builder; (b) the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the County's real property records; and (c) the

term "land use and development regulations that apply to specific lots" means all of the Governing Regulations except the Public Infrastructure and Retail Utility Service provisions of Article V.

10.2 Releases. From time to time upon written request of Owner, the Mayor and City Manager, or designee of their choice, shall execute, in recordable form, subject to approval as to form by the City Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.

10.3 Estoppel Certificates. From time to time upon written request of Owner, the Mayor and the City Manager, or a designee of their choice, will execute a written estoppel certificate, subject to approval as to form by the City Attorney, identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner is in compliance with its duties and obligations under this Agreement, except as expressly identified. The City is entitled to recover all of the City's out-of-pocket expense for gathering the information required to sign the estoppel certificate, including professional and consulting fees and related expenses, and such expense shall be paid prior to the City releasing the estoppel certificate.

ARTICLE XI ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. 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.

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

To the City:

City of Justin
Attn: Mayor
107 S. Main Street
Justin, Texas 76227

With a copy to:

Robert L. Dillard III
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower 500 N. Akard St.
Dallas, Texas 75201

To the Owner:

Continental U.S. Management Corporation
14131 Midway Road, Suite 650
Addison, TX 75001

With a copy to:

Shupe Ventura Lindelow & Olson, PLLC
500 Main Street, Suite 800
Fort Worth, Texas 76102
Attn: Marcella Olson

11.3 Reservation of Rights. UPON THE EFFECTIVE DATE, THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. OWNER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER SET OUT IN THIS AGREEMENT CONSTITUTES A "TAKING", AN ILLEGAL EXACTION, OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT OWNER MAY HAVE ARISING FROM ANY ACTION BY THE CITY AFTER THE EFFECTIVE DATE. THE CITY SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED, OR OTHERWISE PROPOSED BY OWNER.

11.4 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individuals executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.171, et. seq., of the Texas Local Government Code.

11.5 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. Except as provided in Section 2.3, this Agreement shall not be modified or amended except in writing signed by the City, Owner, and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If it is determined by a judgment of a trial court with jurisdiction over the matter that any of the Property is not located within the City's ETJ, this Agreement shall remain in full force and effect with respect to the remainder of the Property unless Owner and the City elect to terminate the Agreement pursuant to Section 6.2(a)..

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

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

11.8 No Third Party Beneficiaries. Except as otherwise provided in this Section 11.8, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End-Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Party(ies).

11.10 Effective Date. This Agreement will become effective on the later to occur of: (a) approval and authorization of this Agreement by majority vote of a quorum of the Justin City Council following the fulfillment of all notice and public meeting requirements of Texas law; and (b) execution by Owner or Owner's duly authorized representative.

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

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

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

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Map of Property
Exhibit C	Subdivision Regulations
Exhibit D	Development Standards
Exhibit E	Road Standards
Exhibit F	Preliminary Plat
Exhibit G	Existing Gas Wells
Exhibit H	Residential Fees

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

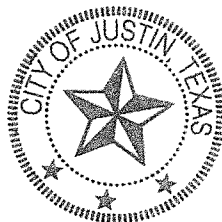
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CITY OF JUSTIN

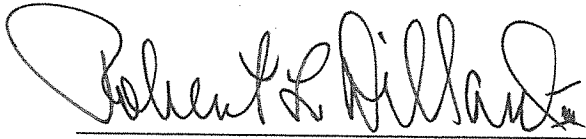
By: Greg Scott
Greg Scott, Mayor

ATTEST:

By: Kim Strange
Kim Strange, City Secretary



APPROVED AS TO FORM:



Robert L. Dillard III, City Attorney

STATE OF TEXAS

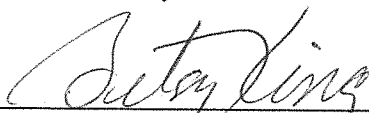
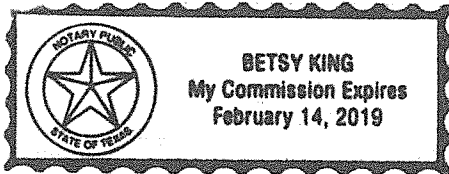
§

COUNTY OF DENTON

§

§

This instrument was acknowledged before me on the 7 day of December, 2015, by Greg Scott, Mayor of the City of Justin, Texas on behalf of said city.



Notary Public, State of Texas

OWNER:

Continental U.S. Management Corporation,
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, _____ of Continental U.S. Management Corporation, a Texas corporation, on behalf on behalf of said corporation.

Notary Public, State of Texas

Exhibit A
Metes and Bounds Description of Property

SOUTH TRACT

BEING a 74.174 acre tract of land in the Mary Polk Survey, Abstract Number 993, situated in Denton County, Texas, and being a portion of that certain tract of land described in deed to Wood Ranch 78 Limited Liability Company, recorded in Instrument Number 2007-106241, Deed Records, Denton County, Texas, and being all of Exhibit A-1, and A-3, described in deed to Wood Wells 78 Limited Liability Company, recorded in Instrument Number 2007-106242, Deed Records, Denton County, Texas. The bearings for the description are based on the bearing of the south line of the said Wood Family Holdings, LLC, recorded in Instrument Number 2010-128035, Deed Records, Denton County, Texas.. Said 74.174 acre tract being described by metes and bounds as follows;

COMMENCING at a ½" iron rod at the northwest corner of said Wood Ranch tract, same being the northwest corner of that certain tract of land described in deed to Carl J. and Carla J. Hardeman, recorded in Instrument Number 2012-5148, Deed Records, Denton County, Texas, same being in the approximate centerline of Boss Range Road, a variable width public right-of-way;

THENCE North 89°34'00" East, departing said Boss Range Road, along the north line of said Wood Ranch tract, and said Hardeman tract, a distance of 685.39 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found at the northeast corner of said Hardeman tract, same being the POINT OF BEGINNING;

THENCE North 89°34'00" East, departing said Hardeman tract, continuing along the said north line of the Wood Ranch tract, a distance of 809.00 Feet to a ½" iron rod found;

THENCE South 0°23'29" East, departing said north line of the Wood Ranch tract, along the east line of the said Wood Ranch tract, passing onto the east line of said Exhibit A-3 at a distance of 1779.26 Feet, and continue for a total distance of 2317.40 Feet to a ½" iron rod found at the south east corner of said Exhibit A-3;

THENCE North 89°05'20" West, along the south line of said Exhibit A-3, passing onto the south line of said Wood Ranch tract, at a distance of 162.04 Feet, and continue for a total distance of 1493.85 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found at the southwest corner of said Wood Ranch tract, same being in the said approximate centerline of Boss Range Road;

THENCE North 0°26'17" West, departing said south line of the Wood Ranch tract, along the said approximate centerline of Boss Range Road and the west line of said Wood Ranch tract, a distance of 1982.35 Feet to a PK nail found at the southwest corner of said Hardeman tract;

THENCE North 89°34'00" East, departing said approximate centerline of Boss Range Road and said west line of the Wood Ranch tract, along the south line of said Hardeman tract, a distance of

686.08 Feet to a ½" iron rod with plastic cap stamped "RPLS 4818" found at the southeast corner of said Hardeman tract;

THENCE North 0°23'29" West, departing the said south line of said Hardeman tract, along the east line of said Hardeman tract, a distance of 300.00 Feet to the POINT OF BEGINNING; and containing a computed area of 74.174 Acres, more or less.

NORTH TRACT

BEING a 64.732 acre tract of land in the Mary Polk Survey, Abstract Number 993, situated in Denton County, Texas, and being a portion of that certain tract of land described in deed to Wood Family Holdings, LLC, recorded in Instrument Number 2010-128035, Deed Records, Denton County, Texas. The bearings for the description are based on the bearing of the south line of the said Wood Family Holdings, LLC, recorded in Instrument Number 2010-128035, Deed Records, Denton County, Texas. Said 64.732 acre tract being described by metes and bounds as follows;

BEGINNING at a ½" iron rod found at the southeast corner of said Wood Family Holdings, LLC tract;

THENCE South 89°34'00" West, with the south line of said Wood Family Holdings, LLC tract, at a distance of 1475.19 Feet passing a 1/2" iron rod found in the east right of way line of Boss-Range Road, a variable width public right of way, and continuing for a total distance of 1494.39 Feet to a 1/2" iron rod found at the southwest corner of said Wood Family Holdings, LLC tract, and being in the approximate centerline of said Boss-Range Road;

THENCE North 0°26'00" West, along the west line of said Wood Family Holdings, LLC tract, and with the approximate centerline of said Boss-Range Road, a distance of 1576.65 Feet to a mag nail set at the most westerly northwest corner of said Wood Family Holdings, LLC tract, same being the southeast corner of that certain tract of land described in deed to Jacob J. Wright and wife, Mary Ann Wright, recorded in Volume 2683, Page 206, Deed Records, Denton County, Texas;

THENCE South 89°40'44" East, departing the said centerline of Boss-Range Road, and continuing along a north line of said Wood Family Holdings, LLC tract, at a distance of 19.91 Feet passing a 1/2" iron rod in the said east right of way line, and continuing for a total distance of 467.76 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at an inner ell corner of said Wood Family Holdings, LLC tract;

THENCE North 0°23'09" West, along a west line of said Wood Family Holdings, LLC tract, a distance of 465.41 Feet to the most northerly northwest corner of said Wood Family Holdings, LLC tract, and being in the south right of way line of John Wiley Road, a variable width public right of way, a bent 1/2" iron rod found bears North 76°24'43" West, a distance of 0.97 Feet;

THENCE South 89°38'52" East, with the most northerly north line of said Wood Family Holdings, LLC tract, and the said south right of way line, a distance of 1027.24 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at the northeast corner of said Wood Family Holdings, LLC tract;

THENCE South 0°24'32" East, departing the said south right of way line, and continuing along the east line of said Wood Family Holdings, LLC tract, a distance of 2021.82 Feet to the POINT OF BEGINNING; and containing a computed area of 64.732 Acres, more or less

Exhibit B

Map of Property

JOHN WILEY ROAD
VARIABLE WIDTH PUBLIC ROW

ASPHALT PAVING

PK NAIL WASHNER FOUND 12" IMP BENT BEAMS
RR SPIKE S89°38'52"E 1,027.24'

S89°38'52"E 1,027.24'

JACOB J. WRIGHT AND WIFE,
MARY ANN WRIGHT
VOL. 5883, PG. 206,
O.R.D.C.T.

465.41'

N0°23'00"W

S89°40'44"E

467.76'

12" CURB

FIELD WIRE FENCE

2,021.82'

64.731 ACRES

WOOD FAMILY HOLDINGS, LLC
INSTR. NO. 2018-12345
O.R.D.C.T.

GRAVEL ROAD

GRAVEL

POND

WARNING SIGN

WARNING SIGN BY PIPELINE

NO MORE THE EASEMENT
EXISTS

S89°34'00"W

1,494.39'

Exhibit C
Subdivision Regulations

Ordinance No. 248, shall apply to development of the Property, except as modified as followed:

1. Notwithstanding all provisions of Ordinance No. 248 to the contrary, including without limitation Sections 29-101 and 45-107, no sidewalk requirements apply to the Property.
2. If Owner elects to develop the Property with one-half acre lots served by on-site septic systems and City retail water service, Sections 45-100 through 45-105, "Street Requirements," do not apply to internal streets, which shall be constructed in accordance with the Road Standards. If Owner elects to develop the Property with minimum 7,000 square foot lots with City retail water and sewer service, Owner shall construct internal roads within the boundaries of the Property in accordance with Sections 45-100 through 45-105.
3. Article 52, "Storm Drainage," does not apply. Notwithstanding Article 52 or any other provision of Ordinance No. 248 to the contrary, all storm drainage facilities to serve the Property shall be constructed in accordance with the Drainage Standards.
4. If Owner elects to develop the Property with one-half acre lots served by privately owned on-site sanitary sewer facilities, Article 54, "Sanitary Sewerage Facilities," does not apply. If Owner elects to develop the Property with minimum 7,000 square foot lots with City retail sewer service, Article 54 shall apply.

Exhibit D Development Regulations

At Owner's election, Owner may develop in accordance with Option A provided sewer service is provided to the Property with private on-site sewer systems or Option B, provided the City is the retail sewer provider in accordance with this Agreement.

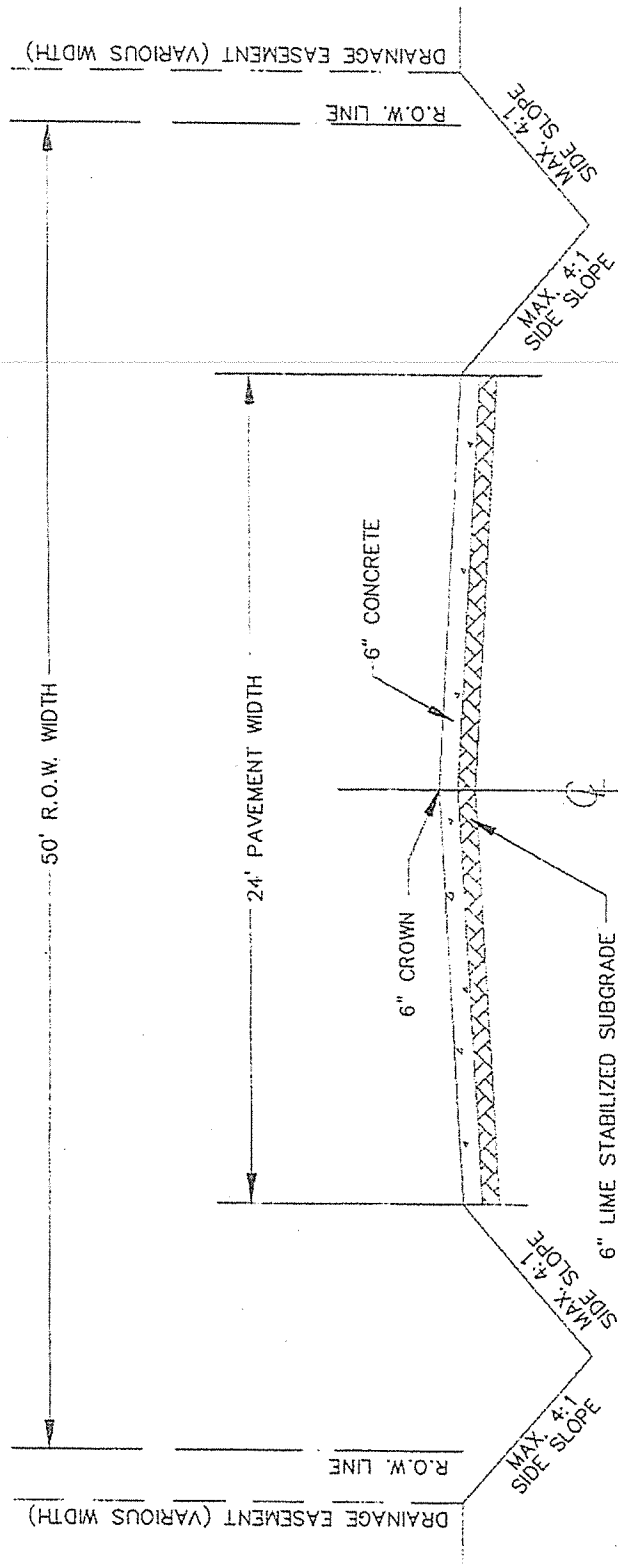
OPTION A

Minimum Lot Area (SF)	21,780
Minimum Dwelling Floor Area (square feet)	2,000
Minimum Lot Width (ft)	100
Minimum Front Yard Setback (ft)	50
Minimum Side Yard Setback (ft)	15
Minimum Side Yard Setback from Street	20
Minimum Rear Yard Setback (ft)	20
Maximum Height (ft)	35

OPTION B

Minimum Lot Area (SF)	7,000
Minimum Dwelling Floor Area (square feet)	2,000
Minimum Lot Width (ft)	60
Minimum Front Yard Setback (ft)	25
Minimum Side Yard Setback (ft)	10% of width
Minimum Side Yard Setback from Street	10% of Width
Minimum Rear Yard Setback (ft)	10
Maximum Height (ft)	35

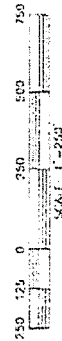
Exhibit E Road Standards



PAVING SECTION

Exhibit F
Preliminary Plat

TABLE OF CONTENTS

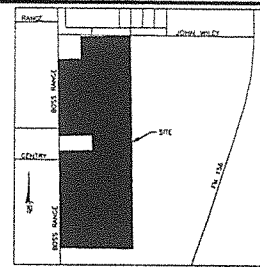
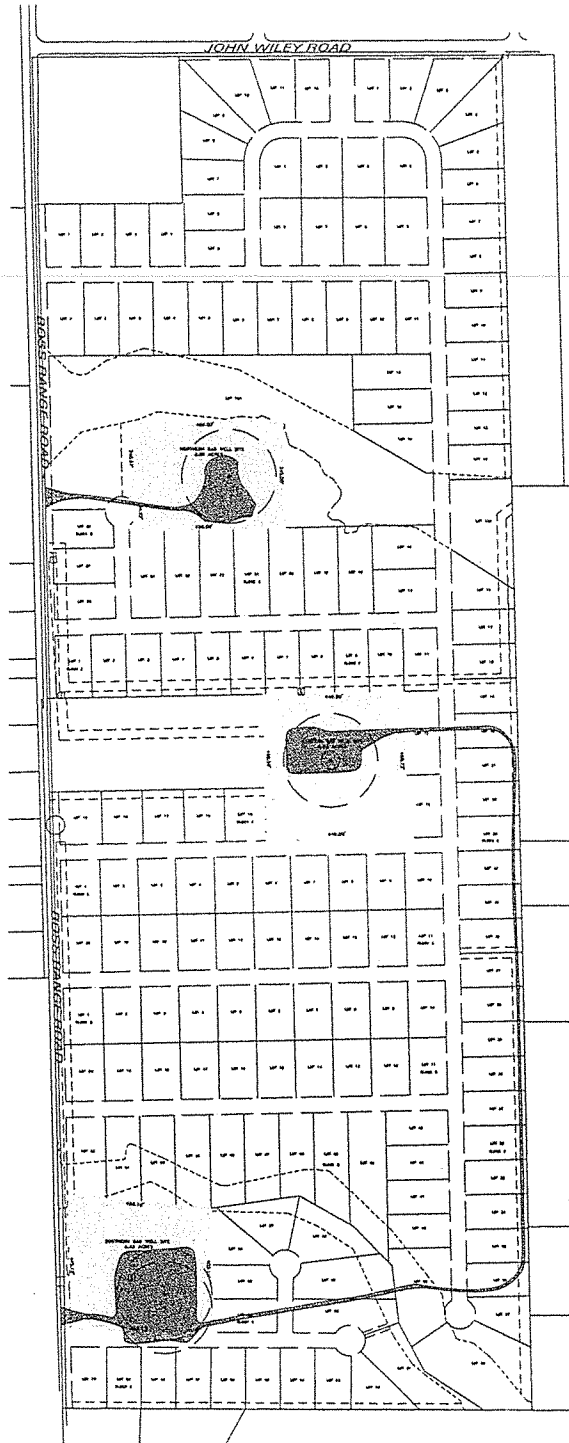


DYER ENGINEERING, INC.
ENGINEERING & CONSULTING

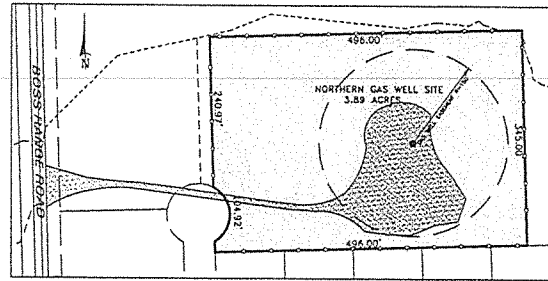
Land Development • Commercial Site Civil • Municipal • Environmental
3101 Rawlings • Flower Mound, Texas 75021 • Phone: 469-316-1005 • Email: djyer.eng@gmail.com
TS&E Firm No. 11111

Exhibit G
Existing Gas Well Sites

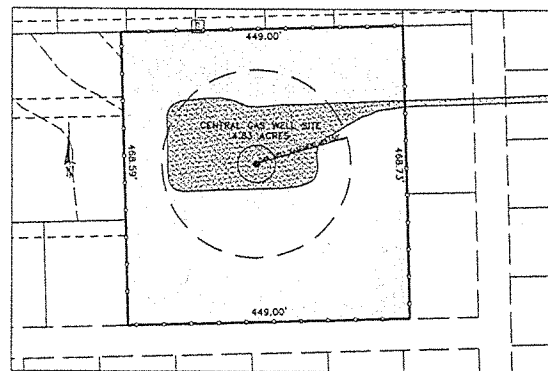
WOOD RANCH GAS WELL SITES



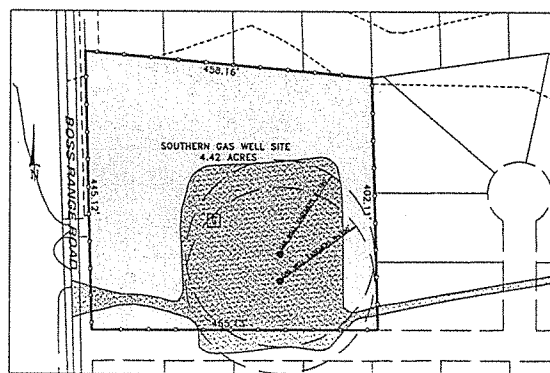
VICINITY MAP
NTS



NORTHERN GAS WELL SITE
SCALE: 1" = 60'



CENTRAL GAS WELL SITE
SCALE: 1" = 60'



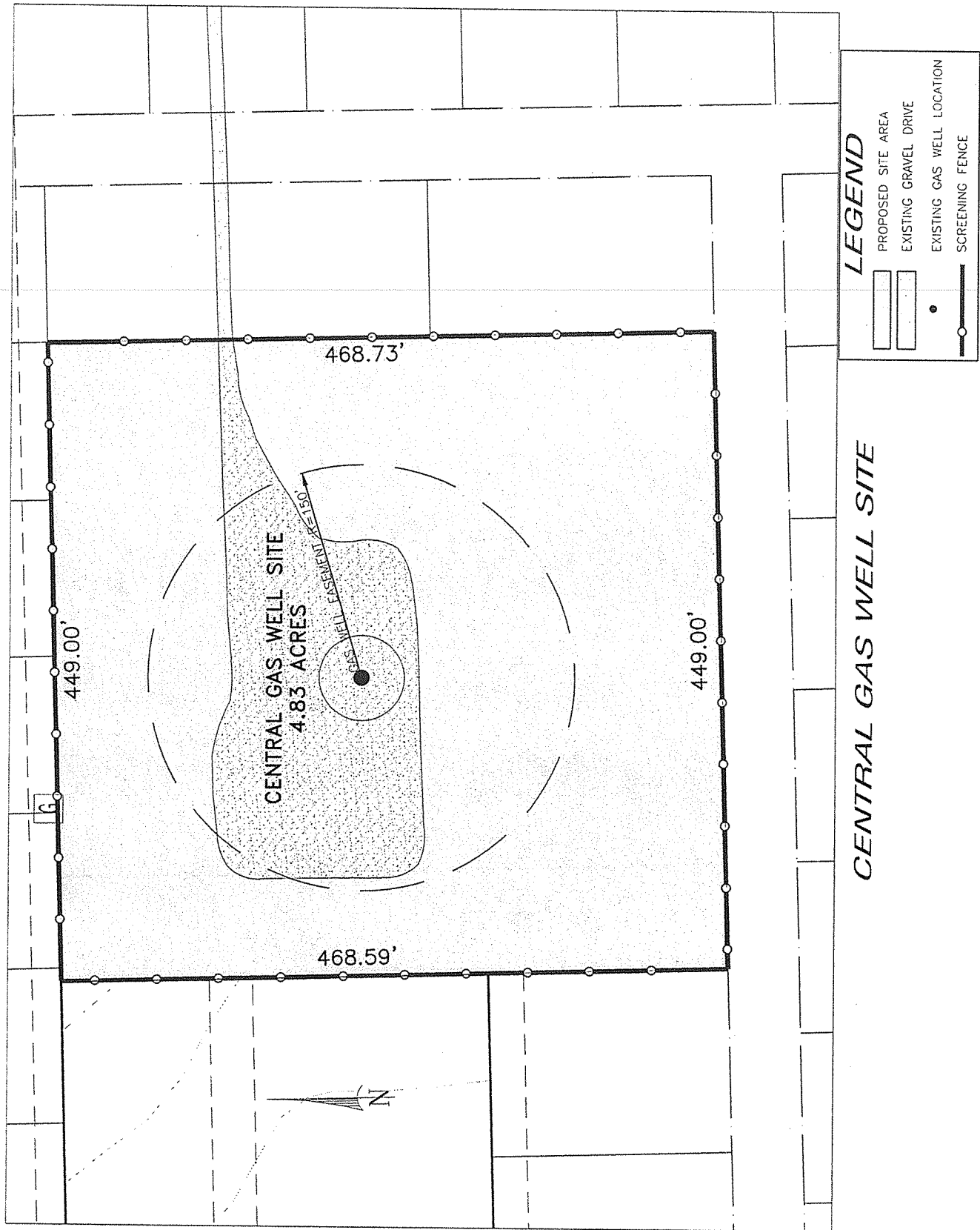
SOUTHERN GAS WELL SITE
SCALE: 1" = 60'

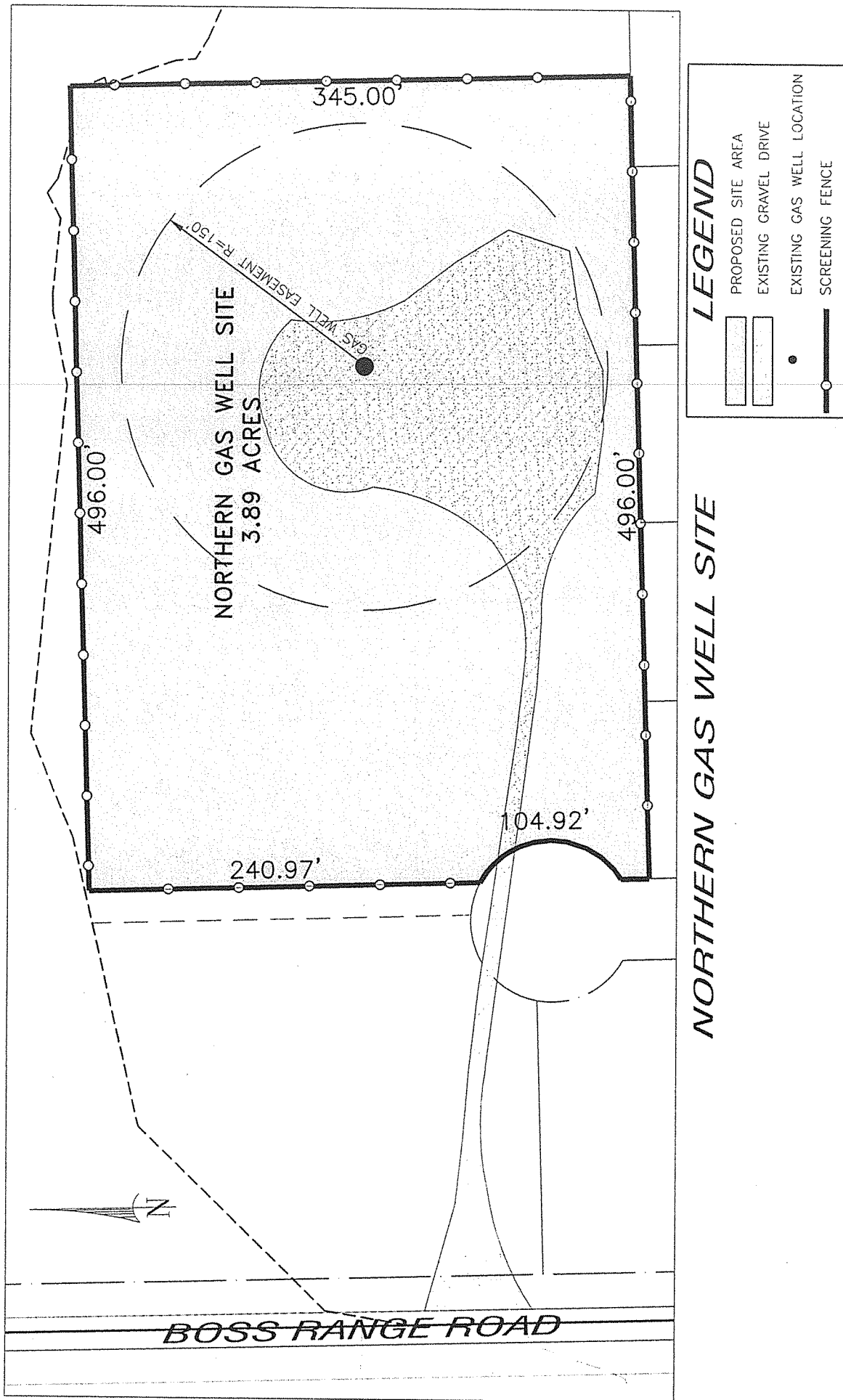
LEGEND	
	PROPOSED GAS WELL
	EXISTING CANAL DIKE
	EXISTING GAS WELL LOCATION
	PROPOSED FENCE

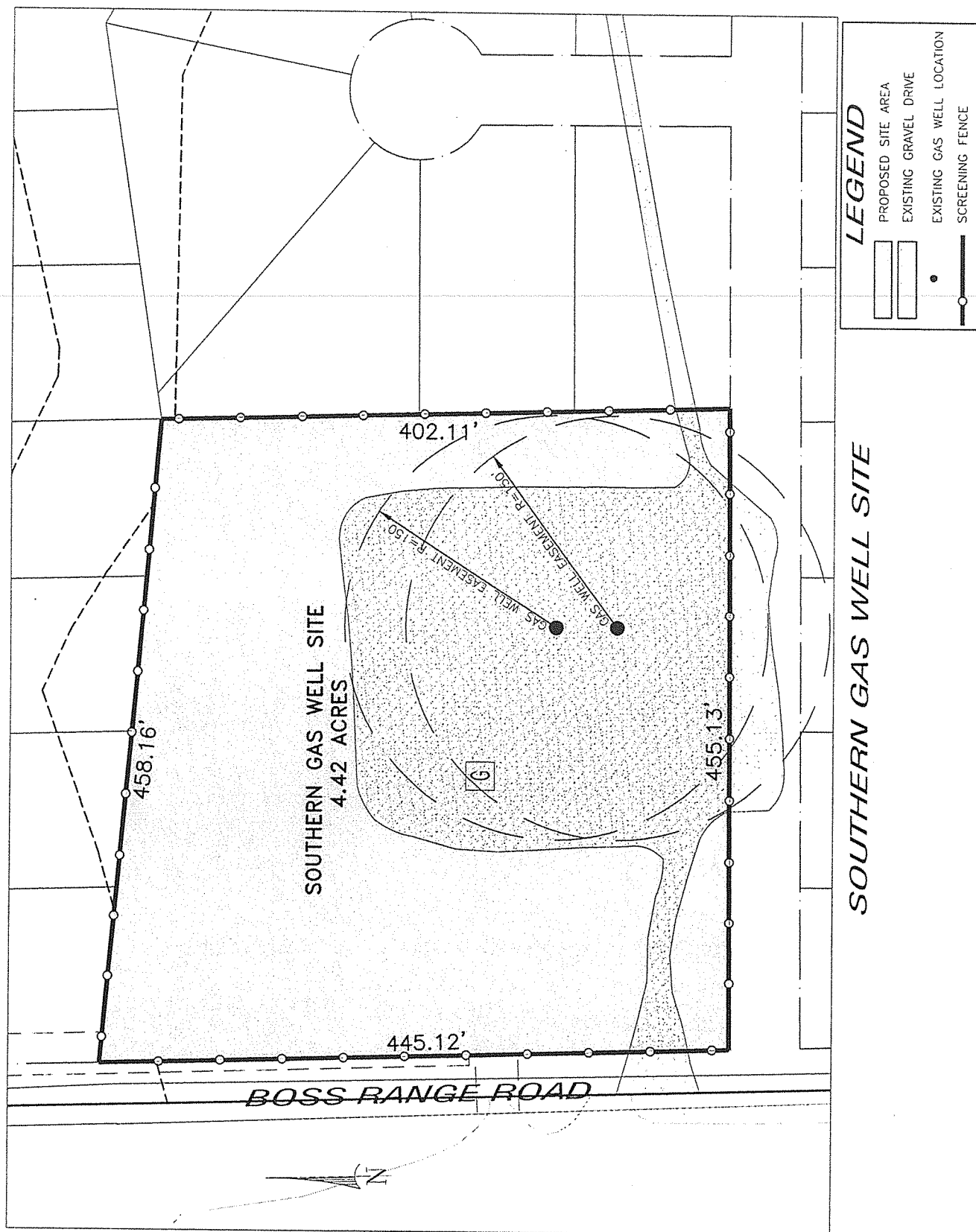


DYER ENGINEERING, INC.
ENGINEERING & CONSULTING

Land Development • Commercial Site Civil • Municipal • Environmental
1001 Bowditch • Pleasant Mount, Texas 75081 • Phone 940-666-1111 • Email dyereng@aol.com







**Exhibit H
Residential Fees**

Building Permit Fee (includes electrical, mechanical and plumbing)

<u>Square Footage</u>	<u>Building Fees*</u>
1,000 sq ft	\$1,200.00
1,200 sq ft	\$1,300.00
1,400 sq ft	\$1,400.00
1,600 sq ft	\$1,500.00
1,800 sq ft	\$1,600.00
2,000 sq ft	\$1,700.00
2,200 sq ft	\$1,800.00
2,400 sq ft	\$1,900.00
2,600 sq ft	\$2,000.00
2,800 sq ft	\$2,100.00
3,000 sq ft	\$2,200.00
3,200 sq ft	\$2,300.00
3,400 sq ft	\$2,400.00
3,600 sq ft	\$2,500.00
3,800 sq ft	\$2,600.00
4,000 sq ft	\$2,700.00

*Plus \$0.50 per square foot to bring amount to exact square footage

Driveway with curb cut	\$100
Driveway with culvert	\$200
Plan review fee	\$500
Final certificate of occupancy fee	\$100