

ORDINANCE NO. 2016-251

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING A PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DENTON AND RYAN CAPITAL PARTNERS, LTD. FOR THE CREEKSIDE (RYAN RANCH) DEVELOPMENT; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Denton hereby finds that the pre-annexation development agreement between the City and Ryan Capital Partners, Ltd. for the Creekside (Ryan Ranch) Development, along with the applicable Exhibits and Attachments, which is attached hereto and made a part hereof by reference (the "Agreement"), serves a municipal and public purpose and is in the public interest; NOW, THEREFORE,

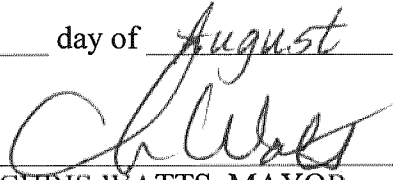
THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance as if fully set forth herein.

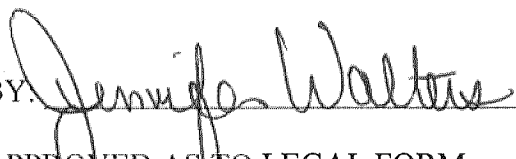
SECTION 2. The City Manager, or his designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City under the Agreement, including the expenditure of funds as provided in the Agreement, if any.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

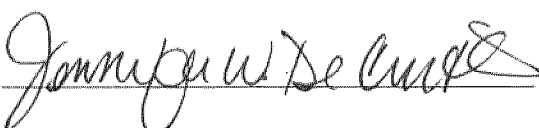
PASSED AND APPROVED this the 23 day of August, 2016.


CHRIS WATTS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: 
APPROVED AS TO LEGAL FORM:

ANITA BURGESS, CITY ATTORNEY

BY: 

PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Pre-Annexation Development Agreement (this "Agreement" or "PAA") is executed between Ryan Capital Partners, Ltd. (the "Owner") and the City of Denton, Texas (the "City"), each a "Party" and collectively the "Parties," to be effective August 23, 2016 (the "Effective Date"). This Agreement replaces that certain Chapter 212 Texas Local Government Code Non-Annexation Agreement between Jean Ann Baker and Ryan Capital Partners, Ltd and the City of Denton executed on February 10, 2015, which agreement shall be of no further force or effect as of the Effective date.

ARTICLE I **RECITALS**

WHEREAS, the Owner owns that certain tract of land described by metes and bounds and depicted on Exhibit A (the "Property"), which Property is located wholly within the extraterritorial jurisdiction ("ETJ") of the City adjacent to the City's corporate limits; and

WHEREAS, the Owner is under contract to sell the Property to Southwest Federated North Texas, L.P., or its designee, and will assign this Agreement to Southwest Federated North Texas, L.P. or its designee (the "Developer") when the Developer closes on the purchase of the Property upon the Developer executing a written assignment and assuming the obligations of this Agreement; and

WHEREAS, Section 212.172(b) of the Texas Local Government Code authorizes the governing body of a municipality to make a written contract with an owner of land that is located in the municipality's ETJ to, among other things, (1) extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized; (2) authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality; (3) provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties; (4) specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; and (5) include other lawful terms and considerations the parties consider appropriate; and

WHEREAS, pursuant to the authority of Section 212.172(b) of the Texas Local Government Code, the Parties intend for the Property to be annexed and developed within the City's corporate limits in accordance with this Agreement; and

WHEREAS, this Agreement is a development agreement as provided for by Section 212.172 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

APPLICABLE REGULATIONS

2.1 Applicable Regulations. Commencing on the Effective Date, the regulations on Exhibit B shall apply and continue to apply for the term of this Agreement. Following annexation of the Property, development and use of the Property shall comply with this Agreement and its exhibits, as well as all applicable City ordinances, provided, however, in the event of a conflict between this Agreement and the future zoning of the Property or any other City ordinance, this Agreement shall control. The City agrees that Denton County shall have no jurisdiction or regulatory control over the platting of the Property during the term of this Agreement.

2.2 Temporary Zoning Classification and Future Zoning. Following annexation, all tracts shall be temporarily classified as an RD-5X zoning and use classification and the uses and structures developed on the Property in accordance with this Agreement shall be deemed to be legally conforming uses and structures. The City agrees to initiate an application for an initial zoning on the Property within a reasonable time after annexation on (1) Tract 1A, as described on Exhibit B, of an NRMU-12 zoning district; (2) Tract 1B, as described on Exhibit B, of an NR-2 zoning district; and (3) Tract 1C, as described on Exhibit B, of an NR-3 zoning district. The Developer agrees to such initial zoning request and agrees it will not object to this initial zoning.. Such temporary zoning classifications and legal conforming status shall apply for the term of this Agreement, and shall survive the expiration of this Agreement.

ARTICLE III

ADDITIONAL PROVISIONS

3.1 Term. The term of this Agreement shall be fifteen years after the Effective Date, and shall not be affected by annexation of the Property.

3.2 Annexation. The Owner consents to the City's full purpose annexation of the Property in accordance with the provisions described on Exhibit B.

3.3 Assignment. 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 to any person or entity (an "Assignee") that is or will become an owner of the Property. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. Upon assignment, an Assignee shall be considered the "Owner" and a "Party" for the purposes of this Agreement.

3.4 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Denton County. This Agreement,

when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property.

3.5 No Partnership; Third Parties. It is hereby specifically understood, acknowledged and agreed that neither the City nor Developer shall be deemed to be an agent of the other for any purpose whatsoever. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third party, person, firm, organization or legal entity not a party hereto, and no such other third party, person, firm, organization or legal entity shall have any right to cause of action hereunder.

3.6 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date, form the basis upon which the Parties negotiated and entered into this Agreement, and reflect the final intent of the Parties with regard to the subject matter of this Agreement.

3.7 No Waiver of Rights. The Owner does not, by entering into this Agreement, waive any rights the Owner has under state or federal law with respect to the development and use of the Property.

3.8 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement.

3.9 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

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

3.11 Non-Waiver. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision.

3.12 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.

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

| | |
|-----------|------------------------------------------------------------|
| Exhibit A | Metes and Bounds Description and Depiction of the Property |
| Exhibit B | Development Regulations |

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

CITY OF DENTON, TEXAS

By: 

Chris Watts, Mayor

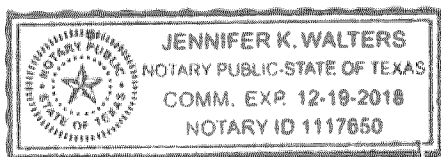
ATTEST:

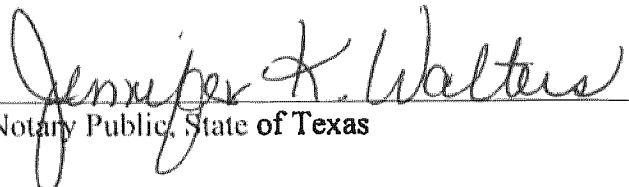
By: 

Jennifer Walters, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 23rd day of August, 2016 by Chris Watts, Mayor of the City of Denton, Texas, on behalf of said city.




Notary Public, State of Texas

OWNER:

Ryan Capital Partners, Ltd.
a Texas limited partnership

By: Jean A. Baker
Name: Ryan Capital Partners, Ltd.
Title: President

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

This instrument was acknowledged before me on the 6th day of September, 2016 by Jean A. Baker, President of Ryan Capital Partners, Ltd., on behalf of said partnership.

Diane Stevens
Notary Public, State of Texas

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: Jennifer W. DeLuca

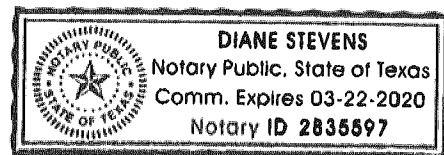


EXHIBIT A

METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY

EXHIBIT A

TRACT 1A

BEING a tract of land situated in the N. Britton Survey, Abstract No. 51, and the T. Labar Survey, Abstract No. 779, Denton County, Texas, also being a portion of a called 21.83 acre tract (Tract 1) and a portion of a called 16.999 acre tract (Tract 2) described in the deed to Ryan Capital Partners, recorded in Instrument No. 2008-84484, Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron pipe found at the southeast corner of said Tract 2, common to a re-entrant corner on the westerly line of Lot 1 in Block A of Lake Forest Good Samaritan Village, an addition to the City of Denton according to the plat thereof recorded in Cabinet F, Page 36, Plat Records of Denton County, Texas;

THENCE North 00°18'11" East, along the easterly line of said Tract 2 and a westerly line of said Lot 1, a distance of 286.31 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE North 39°41'49" West, departing the easterly line of said Tract 2 and said westerly line of Lot 1, and crossing said Tract 2, a distance of 480.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 20°24'49" West, continuing across said Tract 2, passing en route the westerly line of said Tract 2 and an easterly line of aforesaid Tract 1, and crossing said Tract 1, a distance of 649.37 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 02°02'21" West, continuing across said Tract 1, a distance of 357.25 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the north line of said Tract 1 and on the south right-of-way line of Ryan Road, an apparent public right-of-way (No Record Found);

THENCE North 87°29'03" East, along the south right-of-way line of said Ryan Road and the north line of said Tract 1, distance of 144.59 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 1 and the northwest corner of said Tract 2;

THENCE North 87°57'39" East, continuing along the south right-of-way line of said Ryan Road and the north line of said Tract 2, a distance of 580.38 feet to a Rail Road Spike found for the northeast corner of said Tract 2;

THENCE South 00°18'11" West, departing the south right-of-way line of said Ryan Road, along the easterly line of said Tract 2 and a westerly line of aforesaid Lot 1, and generally along a fence, a distance of 995.16 feet to the **POINT OF BEGINNING**, and containing 14.434 acres (628,757 square feet) of land, more or less.

TRACT 1B

BEING a tract of land situated in the N. Britton Survey, Abstract No. 51, and the T. Labar Survey, Abstract No. 779, Denton County, Texas, also being a portion of a called 21.83 acre tract (Tract 1), a portion of a called 16.999 acre tract (Tract 2), and a portion of a called 21.83 acre tract (Tract 3) described in the deed to Ryan Capital Partners, recorded in Instrument No.

2008-84484, Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron pipe found at the southeast corner of said Tract 2, common to a re-entrant corner on the westerly line of Lot 1, Block A of Lake Forest Good Samaritan Village, an addition to the City of Denton according to the plat thereof recorded in Cabinet F, Page 36, Plat Records of Denton County, Texas;

THENCE South 89°32'55" West, along the southerly line of said Tract 2 and the northerly line of said Lot 1, Block A of Lake Forest Good Samaritan Village, a distance of 580.45 feet to a 1/2 inch iron rod found for the southwest corner of said Tract 2, common to the northerly southeast corner of said Tract 1;

THENCE South 89°17'27" West, continuing along the northerly line of said Lot 1, Block A of Lake Forest Good Samaritan Village and along the southerly line of said Tract 1, a distance of 43.78 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southerly northwest corner of said Lot 1, Block A of Lake Forest Good Samaritan Village, common to a re-entrant corner on the easterly line of said Tract 1, from which a 60-D nail found for witness bears North 37°06'05" West, 3.81 feet;

THENCE South 02°12'23" East, along the easterly line of said Tract 1 and the westerly line of said Lot 1, Block A of Lake Forest Good Samaritan Village, passing en route the northwest corner of Lot 1, Block A, Lake Forest Park Addition, according to the plat thereof recorded in Cabinet W, Page 349 of the Plat Records of Denton County, Texas, and continuing along the same course and along the westerly line of said Lot 1, Block A, Lake Forest Park Addition, for a total distance of 678.62 feet to a 1/2 inch iron rod found for the southeast corner of said Tract 1, common to the northeast corner of Lot 39, Block J of Ryan Ranch Phase I, according to the plat thereof recorded in Cabinet S, Page 120 of the Plat Records of Denton County, Texas;

THENCE South 88°35'43" West, along the southerly line of said Tract 1, the northerly line of said Lot 39, and the northerly line of Block J of Ryan Ranch Phase II, according to the plat thereof recorded in Cabinet T, Page 333 of the Plat Records of Denton County, Texas, a distance of 134.61 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the southerly line of said Tract 1 and the northerly line of said Block J of Ryan Ranch Phase II, and crossing said Tract 1 and aforesaid Tract 3, the following courses:

North 04°41'39" West, a distance of 461.90 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 36°09'59" West, a distance of 288.89 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 2°10'18" West, a distance of 147.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 15°02'28" West, a distance of 209.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 3°36'06" East, a distance of 91.55 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 25°20'49" West, a distance of 135.03 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 19°24'07" West, a distance of 123.20 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 3°41'43" West, a distance of 103.02 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 39°50'14" West, a distance of 184.25 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 14°39'52" West, a distance of 125.32 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 89°56'58" West, a distance of 107.34 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 41°25'28" West, a distance of 227.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the northerly line of said Tract 3 and the southerly right-of-way line of Ryan Road, an apparent public right-of-way (No Record Found);

THENCE along the northerly line of said Tract 3, the northerly line of said Tract 1, and the southerly right-of-way line of said Ryan Road, the following courses:

South 88°55'01" East, a distance of 33.39 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 88°04'56" East, a distance of 155.52 feet to a 1/2 inch iron rod found for corner;

North 86°46'51" East, a distance of 100.69 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 87°29'03" East, a distance of 501.53 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the northerly line of said Tract 1 and the southerly right-of-way line of said Ryan Road, and crossing said Tract 1 and aforesaid Tract 2, the following courses:

South 02°02'21" East, a distance of 357.25 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 20°24'49" East, a distance of 649.37 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 89°41'49" East, a distance of 480.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the easterly line of said Tract 2 and the westerly line of aforesaid Lot 1, Block A of Lake Forest Good Samaritan Village;

THENCE South 00°18'11" West, along the easterly line of said Tract 2 and the westerly line of said Lot 1, Block A of Lake Forest Good Samaritan Village, a distance of 286.31 feet to the **POINT OF BEGINNING** and containing 20.553 acres (895,282 square feet) of land, more or less.

TRACT 1C

BEING a tract of land situated in the N. Britton Survey, Abstract No. 51, and the T. Labar Survey, Abstract No. 779, Denton County, Texas, also being a portion of a called 21.83 acre tract (Tract 1), a portion of a called 21.83 acre tract (Tract 3), and a portion of a called 21.75 acre tract (Tract 4) described in the deed to Ryan Capital Partners, recorded in Instrument No. 2008-84484, Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Alliance" found for the southwest corner of said Tract 4, common to the southeast corner of Thistle Hills Estates, Phase II, according to the plat thereof recorded in Cabinet X, Page 147 of the Plat Records of Denton County, Texas, same being on the northerly right-of-way line of Creekdale Drive, a variable width right-of-way;

THENCE North 00°52'54" West, departing the northerly right-of-way line of said Creekdale Drive, along the westerly line of said Tract 4, the easterly line of said Thistle Hills Estates, Phase II and the easterly line of Thistle Hills Estates, according to the plat thereof recorded in Cabinet R, Page 122 of the Plat Records of Denton County, Texas, a distance of 2,567.75 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of said Tract 4, common to the northeast corner of said Thistle Hills Estates, same being on the southerly right-of-way line of Ryan Road, an apparent public right-of-way (No Record Found);

THENCE along the southerly right-of-way line of said Ryan Road, the northerly line of said Tract 4 and the northerly line of said Tract 3, the following courses:

South 89°58'03" East, a distance of 89.98 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 89°24'07" East, a distance of 174.86 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 88°55'01" East, a distance of 278.32 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the southerly right-of-way line of said Ryan Road and the northerly line of said Tract 3, and crossing said Tract 3 and aforesaid Tract 1, the following courses:

South 41°25'28" East, a distance of 227.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 89°56'58" East, a distance of 107.34 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 14°39'52" East, a distance of 125.32 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 39°50'14" East, a distance of 184.25 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 03°41'43" East, a distance of 103.02 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 19°24'07" East, a distance of 123.20 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 25°20'49" East, a distance of 135.03 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 03°36'06" West, a distance of 91.55 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 15°02'28" East, a distance of 209.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 02°10'18" East, a distance of 147.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 36°09'59" East, a distance of 288.89 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 04°41'39" East, a distance of 461.90 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the southerly line of said Tract 1 and the northerly line of Ryan Ranch Phase II, according to the plat thereof recorded in Cabinet T, Page 333 of the Plat Records of Denton County, Texas;

THENCE South 88°35'43" West, along the southerly line of said Tract 1, the southerly line of said Tract 3, the southerly line of aforesaid Tract 4, and the northerly line of said Ryan Ranch Phase II, a distance of 1,205.32 feet to a 1/2 inch iron rod found for the northwest corner of said Ryan Ranch Phase II, common to a re-entrant corner on the easterly line of said Tract 4;

THENCE South 00°35'38" East, along the easterly line of said Tract 4 and the westerly line of said Ryan Ranch Phase II, a distance of 624.46 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said Tract 4, common to the southwest corner of said Ryan Ranch Phase II, same being on the northerly right-of-way line of aforesaid Creekdale Drive;

THENCE North 88°16'54" West, along the southerly line of said Tract 4 and the northerly right-of-way line of said Creekdale Drive, a distance of 80.57 feet to the **POINT OF BEGINNING** and containing 47.466 acres (2,067,627 square feet) of land, more or less.

DEPICTION



EXHIBIT B
DEVELOPMENT REGULATIONS

Exhibit B

CREEKSIDE

Exhibit B to a Pre-Annexation Development Agreement for the City of Denton, Texas

Contact: Bob Shelton

2925 Country Club Road, # 105
Denton, TX 76210
940-536-1151

Submitted: August 23, 2016

Prepared By:

Kimley»»Horn

5750 Genesis Court, Ste. 200
Frisco, TX 75034
972-335-3580

Contact: Thomas L. Fletcher, P.E.

Kimley-Horn Project No. 069306714

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1.0 PURPOSE STATEMENT

Creekside is located along Ryan Road west of FM 2181 (Teasley Lane) and Lake Forest Good Samaritan Village, east of Thistle Hill Estates Subdivision, north of Ryan Ranch Subdivision and south of Shadow Brook Place (the "Property").

The purpose of this Pre-Annexation Development Agreement ("PAA") is to establish the land use regulations that will apply to the Property during development and set forth a plan for annexation. The Creekside Property is comprised of a tract of land, Tract 1, that is currently under a non-annexation development agreement with the City pursuant to Sec. 43.035 and Subchapter G, Chapter 212 of the Texas Local Government Code, which is set to expire on September 5, 2016 ("NAA"). Tract 1 is an approximately 80.9 acre tract on the south side of Ryan Road that will be subdivided into three development subtracts as follows: (1A) a proposed expansion to the existing Lake Forest Village Good Samaritan Retirement Community, (1B) a single family estate ranch for up to three dwellings, and (1C) a single family residential development not to exceed 137 residential lots. The PAA boundary which identifies the tracts is provided as Attachment A to Exhibit B. The legal description for each tract is provided as Attachments B.1 through B.3 to Exhibit B.

(A Conceptual Landscape Plan is provided as Attachment E to Exhibit B and illustrates the overall proposed development.)

1.1 Existing Land Use Pattern

Tract 1 has been used for Agricultural Activity during the term of the NAA, as that use is described in Chapter 23 of the Tex. Tax Code. Tract 1 is located in the City's Division One Extra-Territorial Jurisdiction ("ETJ") and does not have a zoning designation.

1.2 Owner's Intent

The intent is to create a PAA for these subtracts that creates a distinctive community and adds to the betterment of Denton as a whole. The proposed PAA is in keeping with the Denton Plan 2030, and will provide a sense of pride and community to the area. Its abundance of open space and preservation of tree canopy sustain the native character of this tract for its residents as well as for the other citizens of Denton.

2.0 DEFINITIONS. Terms used in this PAA shall be as defined in the Denton Development Code unless otherwise included as follows:

Active Recreation: Outdoor recreational activities that involves physically energetic pursuits such as running, jogging, organized sports, playground activities, etc.

Aeration Fountain: A combination of an aerator and a fountain that commonly have spray patterns that flair. Aeration fountains increase water quality by circulating the water to increase the oxygen saturation levels.

Amenity Center: A useful Community Center consisting of a swimming pool, restrooms, open air pavilion, security fencing, and landscaping. A benefit to the property and its users.

Density: The quantity of an item per unit area; for example, the number of dwelling units per gross area.

Density, Base: The maximum number of dwelling units per gross acreage or the maximum floor area permitted outright by a particular land-use classification.

Density, Gross: The total number of dwelling units divided by the total project area acreage, expressed as gross dwelling units per acre, or the calculation of which is otherwise defined by this Chapter.

Density, Net: The total number of dwelling units divided by the net project area acreage, expressed as net dwelling units per acre. In determining net density within the development boundaries, including: all land area associated with and accessory to the dwelling unit, including private and public streets, driveways, off-street parking, public and private recreational facilities, common open space, utility easements, and environmentally sensitive areas. Exclusions from net density calculations include: nonresidential structures and land uses, accessory dwelling units, the floodway and any waters of the U.S. and any other exclusions as identified by this Chapter.

Front-loaded Garages: Designed to be loaded, supplied, or tended from the front.

HOA Open Spaces: The common area within a development that is platted as its own lot and is owned and managed through a homeowners association.

J-Swing Garages: A garage that faces 90 degrees to a street or alley and requires a 90-degree turning maneuver to enter the garage from the street or alley.

Lot Coverage: That portion of a lot used for building footprint and parking (excludes pools, outdoor patios and living areas, etc.).

Parks (Private): A noncommercial, not for profit facility designed to serve the open space and recreation needs of the residents of a development.

Pathway Lighting: Low voltage landscape lighting designed to provide illumination or partial illumination of steps and paths for safety and dramatic effect.

Passive Recreation: A passive recreation area is generally an undeveloped space or environmentally sensitive area that requires minimal development. Entities such as a parks department or Homeowners Association may maintain passive recreation areas for the health and well-being of the public and for the preservation of wildlife and the environment.

Reserve at Creekside: Defined as Tract 1C as part of this PAA.

3.0 EXISTING CONDITIONS

3.1 *Tract 1A*

Tract 1A is a 14.434 acre tract located in the N. Britton Survey, Abstract No. 51, and the T. Labar Survey, Abstract No. 779, Denton County, Texas. Tract 1A has approximately 725' of frontage along Ryan Road. The topography of this tract ranges in elevation from approximately 632 to approximately 600. There is a large tree canopy that is located within this tract and continues into Tract 1B. There are also scattered trees that are not a part of the tree canopy as depicted in Attachment F to this Exhibit B.

3.2 *Tract 1B*

Tract 1B is a 20.553 acre tract located in the N. Britton Survey, Abstract No. 51, and the T. Labar Survey, Abstract No. 779, Denton County, Texas. Tract 1B has approximately 790' of frontage along Ryan Road. Fletcher Branch Tributary 5 runs through this tract per FIRM Map Number 48121C0390G, Map Revised April 18, 2011. The topography of this tract ranges in elevation from approximately 615 to approximately 670. There are tree clusters located within the tract and along the floodplain.

3.3 *Tract 1C*

Tract 1C is a 47.466 acre tract located in the N. Britton Survey, Abstract No. 51, and the T. Labar Survey, Abstract No. 779, Denton County, Texas. Tract 1C has approximately 540' of frontage along Ryan Road. The topography of this tract ranges in elevation from approximately 624 to approximately 586. There is a linear tree canopy that is located within this tract on the western and southern boundaries. There are also scattered trees that are not a part of the tree canopy as depicted in Attachment F to this Exhibit B. There is an existing gas well located within this tract. Such gas well shall be abandoned and plugged as indicated herein or comply with the Denton Development Code for gas wells.

4.0 CONCEPT – SITE PLAN

4.1 *Tract 1A*

A Concept Plan is provided as Attachment C to Exhibit B. Approval of a Site Design Plan by the Director of Development Services is required prior to issuance of building permits in accordance with Section 35.3.7 of the Denton Development Code.

4.2 *Tract 1B*

A Site Design Plan is not required for Tract 1B. Tract 1B shall comply with the subdivision requirements in the Denton Development Code.

4.3 *Tract 1C*

A Detailed Plan is provided as Attachment D.1 – D.3 to Exhibit B.

5.0 GENERAL PROVISIONS – The Development of the Property is subject to the Denton Code of Ordinances, the Denton Development Code, Criteria Manuals, and any other applicable rule or regulation ("regulations"), unless otherwise specified in this PAA. In the event a conflict exists between the regulations and this PAA, this PAA controls.

5.1 *Tree Preservation*

A. Tract 1A

The Concept Plan was laid out to promote tree preservation. The Property's Tree Preservation Plan, Attachment F to Exhibit B, uses aerial photography to illustrate the approximate location of existing trees and tree canopy to be preserved and removed during the construction process. The Developer shall submit a detailed tree survey prepared and submitted with the preliminary plat that complies with the Tree Preservation Plan attached as Attachment F to Exhibit B. Preparation of the final plat and construction drawings will be used to establish actual tree removal. Tree preservation shall be subject to Subchapter 13 of the Denton Development Code (DDC), as amended. The approximate percentage of canopy preservation shall be 65%.

B. Tract 1B

Tree preservation shall be subject to Subchapter 13 of the DDC, as amended.

C. Tract 1C

The Site Design Plan, Attachment B.1-B.3 of Exhibit B, was laid out to promote tree preservation. A Tree Preservation Plan is provided as Attachment F to Exhibit B that uses aerial photography to illustrate the approximate location of existing trees and tree canopy to be preserved and removed during the construction process. The Developer shall submit a detailed tree survey prepared and submitted with the preliminary plat that complies with the Tree Preservation Plan attached as Attachment F to Exhibit B. Preparation of the final plat and construction drawings will be used to establish actual tree removal. Preservation of tree canopy exceeding the City's requirement in the regulations, along with preservation of open spaces and project amenities, account for mitigation and no additional mitigation shall be required.

5.2 *Environmentally Sensitive Areas*

A. Tract 1A

The Developer shall submit an application to the City for an Environmentally Sensitive Area Assessment with the preliminary plat. Should any encroachment into an ESA be requested, including but not limited to Developed Floodplain, Undeveloped Floodplain, Riparian Buffers, Water Related Habitat, or Upland Habitat, the encroachment is subject to the Alternate Environmentally Sensitive Area provisions in Chapter 35.17.12 of the DDC.

B. Tract 1B

The Developer shall submit an application to the City for an Environmentally Sensitive Area Assessment with a final plat. Should any encroachment into an ESA be requested, including but not limited to Developed Floodplain, Undeveloped Floodplain, Riparian Buffers, Water Related Habitat, or Upland Habitat, the encroachment is subject to the Alternate Environmentally Sensitive Area provisions in Chapter 35.17.12 of the DDC.

C. Tract 1C

The Developer shall submit an application to the City for an Environmentally Sensitive Area Assessment with the preliminary plat. Should any encroachment into an ESA be requested, including but not limited to Developed Floodplain, Undeveloped Floodplain, Riparian Buffers, Water Related Habitat, or Upland Habitat, the encroachment is subject to the Alternate Environmentally Sensitive Area provisions in Subchapter 35.17.12 of the DDC, with the exception that the Amenity Center shall be allowed to encroach into the Riparian Buffer by up to ten percent (10%) by area, subject to the Director of Development Services or his/her designee approval, in order to facilitate blending nature and development. Encroachment over ten percent (10%) is subject to the Alternate Environmentally Sensitive Area provisions in Chapter 35.17.12 of the DDC.

5.3 *Park Fees & Dedication*

A. Tract 1A

Park Land Dedication Fees and Park Development Fees shall apply per Chapter 22 of the Code of Ordinances.

B. Tract 1B

Park Land Dedication Fees shall not apply since Tract 1B will not be subdivided into five or more lots. Park Development Fees will apply per Chapter 22 of the Code of Ordinances.

C. Tract 1C

Park Land Dedication Fees and Park Development Fees shall apply per Chapter 22 of the Code of Ordinances.

City agrees that Tract 1C will receive a fifty percent (50%) credit towards required Park Land Dedication Fees due to the following: (1) substantial private park and recreational area is being provided, (2) private park and recreational area is to be privately maintained by a Homeowner's Association (HOA) and provided for by recorded agreements, covenants, and restrictions, (3) the use of open space is restricted for park and recreation purposes by recorded covenant, (4) private park and recreational area is suitable for this use, (5) the proposed facilities include, but are not limited to, (a) landscape park-like and quiet areas, (b) family picnic area, (c) turf playfield, and (d) swimming pool.

5.4 *Infrastructure Obligations*

A. Tract 1A

Roadway Impact Fee Contribution– Developer agrees to contribute a total sum of \$302,400 toward System Facilities in the form of perimeter street improvements. The Developer acknowledges that this sum amounts to approximately \$2,700.00 per Service Unit, which is an approximate and appropriate measure of the impacts generated by the Property, as it is far less than the Maximum Assessable Roadway Impact Fee as contemplated by Section 13.G of the Roadway Impact Fee Ordinance. Developer is allowed a total number of 112 units. Total sum indicated herein shall be assessed and collected as a lump-sum payment from the Developer at the time the final plat is recorded. In consideration of an advanced lump-sum payment, the Developer shall be entitled to a full credit against all roadway impact fees adopted under Chapter 395 of the Texas Local Government Code that would otherwise be owed.

Wastewater Impact Fees – Due at building permit; amount based on City Ordinance when the final plat is recorded.

Water Impact Fees – Due at building permit; amount based on City Ordinance when the final plat is recorded.

Water – According to the City of Denton GIS, there is an existing 8" water main within the Ryan Road right-of-way near the northeast corner of this tract. Tract 1A shall be responsible for connecting to said 8" water main in Ryan Road right-of-way; installing an expander (reducer) to upsize to a 12" water main, and extending the 12" water main within the Ryan Road right-of-way to the mid-point of Tract 1B. Tract 1A shall provide a looped water system by connecting internal water lines to serve development with the 12" water main extension in Ryan Road at two locations.

Tract 1C or Tract 1A shall be responsible for interconnecting the 12" water main within the Ryan Road right-of-way. The responsibility will fall to the tract that develops last. If Tract 1B develops first with a development more intense than one single family residential lot and prior to both Tract 1A and Tract 1C and no public water main is available along Tract 1B frontage of Ryan Road for the purpose of serving Tract 1B, then Tract 1B shall be responsible for connecting to said 8" water main in Ryan Road right-of-way, installing a 12" water main, and extending the 12" water main within the Ryan Road right-of-way to the mid-point of Tract 1B. All required water service connections to serve Tract 1B shall be off said 12" water main within Ryan Road.

Sewer – Tract 1A shall sewer to the existing system within the Lake Forest Good Samaritan Village.

B. Tract 1B

Roadway Impact Fee Contribution–Developer agrees to contribute a total sum of \$5,200.00 toward System Facilities in the form of perimeter street improvements. The Developer acknowledges that this sum is an approximate and appropriate measure of the impacts generated by the Property, as it is far less than the Maximum Assessable Roadway Impact Fee as contemplated by Section 13.G of the Roadway Impact Fee Ordinance. Developer is allowed a total number of 3 units. Total sum indicated herein shall be assessed and collected as a lump-sum payment from the Developer at the time the final plat is recorded. In consideration of an advanced

lump-sum payment, the Developer shall be entitled to a full credit against all roadway impact fees adopted under Chapter 395 of the Texas Local Government Code that would otherwise be owed.

Wastewater Impact Fees – Due at building permit; amount based on City Ordinance when the final plat is recorded.

Water Impact Fees – Due at building permit; amount based on City Ordinance when the final plat is recorded.

Water – If Tract 1B develops first with a development more intense than one single family lot and prior to both Tract 1A and Tract 1C and no public water main is available along Tract 1B frontage of Ryan Road for the purpose of serving Tract 1B, then Tract 1B shall be responsible for connecting to said 8" water main in Ryan Road right-of-way, installing a 12" water main, and extending the 12" water main within the Ryan Road right-of-way to the mid-point of Tract 1B. All required water service connections to serve Tract 1B shall be off said 12" water main within Ryan Road.

Sewer – Tract 1B shall be allowed to provide wastewater service by an On-Site Sewage Facility (OSSF) if wastewater service is not economically feasible by connecting to the City sewer line. Tract 1B shall be limited to construction of no more than three (3) Single Family Homes with a separate OSSF facility for each home. In addition, the requirements of the Denton Development Code "Section 35.21.11 Alternate Water and Sewer Facilities" shall apply for design and construction of the OSSF facilities.

C. Tract 1C

Roadway Impact Fee Contribution – Developer agrees to contribute a total sum of \$589,100.00 toward System Facilities in the form of perimeter street improvements. The Developer acknowledges that this sum amounts to approximately \$4,300.00 per Service Unit, which is an approximate and appropriate measure of the impacts generated by the Property, as it is far less than the Maximum Assessable Roadway Impact Fee as contemplated by Section 13.G of the Roadway Impact Fee Ordinance. Developer is allowed a total number of 137 units. The total sum indicated herein shall be assessed and collected as a lump-sum payment from the Developer at the time the final plat is recorded. In consideration of an advanced lump-sum payment, the Developer shall be entitled to a full credit against all roadway impact fees adopted under Chapter 395 of the Texas Local Government Code that would otherwise be owed.

Wastewater Impact Fees – Due at building permit; amount based on City Ordinance when the final plat is recorded.

Water Impact Fees – Due at building permit; amount based on City Ordinance when the final plat is recorded.

Water – According to the City of Denton GIS, there is an existing 12" water main within the Ryan Road right-of-way just east of Andrew Ave. near the northwest corner of Tract 1C and an existing 8" water main within the Creekdale Drive right-of-way near the southernmost leg of Tract 1C.

Tract 1C shall be responsible for connecting to the 12" water main in Ryan Road right-of-way and extending the 12" water main within the Ryan Road right-of-way to the mid-point of Tract 1B. Tract 1C shall provide a looped water system by connecting internal 8" water mains within the local residential streets with the 12" water main extension in Ryan Road and the existing 8" water main in Creekdale Drive. Tract 1C shall provide additional water connection to existing 8" water main stub-out located on west boundary of site and along Thistle Ridge right-of-way.

Tract 1C or Tract 1A shall be responsible for interconnecting the 12" water main within the Ryan Road right-of-way. The responsibility will fall to the tract that develops last. If Tract 1B develops first with a development that is more intense than one single family lot and prior to both Tract 1A and Tract 1C and no public water main is available along Tract 1B frontage of Ryan Road for the purpose of serving Tract 1B, then Tract 1B shall be responsible for connecting to said 8" water main in Ryan Road right-of-way, installing a 12" water main, and extending the 12" water main within the Ryan Road right-of-way to the mid-point of Tract 1B. All required water service connections to serve Tract 1B shall be off said 12" water main within Ryan Road.

Sewer – According to the City of Denton GIS and Record Drawings, there is an existing 15" gravity sewer main at the northwest corner of the Oaks of Montecito, Phase 3 that is southeast of this tract.

Tract 1C shall be responsible for connecting to the 15" gravity sewer and extending a gravity system to the southeast corner of Tract 1C for sewer service. Said gravity main extension shall be sized to serve Tract 1C, Tract 1B, the undeveloped portion of the Lake Forest Good Samaritan Village tract and the undeveloped Endeavor Energy Resource, LP. A pro-rata will be created for the upsizing of the sewer for the off-site tracts listed above. Pro-rata agreement and City participation subject to DDC Subchapter 21 policies and requirements. Any additional upsizing shall not be required unless paid for by those requesting said upsizing at the time of construction. Any pro-rata agreement and City oversize participation will be subject to DDC Subchapter 21 policies and requirements.

5.5 *Permits & Inspections*

A. *Tract 1A*

Permitting and Inspections shall be through the City of Denton as outlined in the Code of Ordinances.

B. *Tract 1B*

Permitting and Inspections shall be through the City of Denton as outlined in the Code of Ordinances

C. *Tract 1C*

Permitting and Inspections shall be through the City of Denton as outlined in the Code of Ordinances.

5.6 *Platting & Subdivision*

A. *Tract 1A*

A Preliminary Plat shall be submitted to the City meeting requirements of Chapter 35.16.11 of the DDC. Parties agree that the preliminary plat is required under the PAA and local law.

A Final Plat shall be submitted to the City meeting requirements of Chapter 35.16.12 of the DDC.

B. *Tract 1B*

A Preliminary Plat shall not be required for Tract 1B so long as Tract 1B is not subdivided into more than three (3) lots in conformance with this PAA.

A Final Plat shall be submitted to the City meeting requirements of Chapter 35.16.12 of the DDC.

C. *Tract 1C*

A Preliminary Plat shall be submitted to the City meeting requirements of Chapter 35.16.11 of the DDC. Parties agree that the preliminary plat is required under the PAA and local law.

A Final Plat shall be submitted to the City meeting requirements of Chapter 35.16.12 of the DDC.

5.7 *Site Plan Approval*

A. *Tract 1A*

A Site Plan shall be submitted and approved administratively prior to the submission of a preliminary plat. The Site Plan must substantially conform to the Concept Plan approved as part of the PAA. Substantially conforming Site Plans shall be approved using the Site Design Review procedure outlined in the Denton Development Code Sec. 35.3.7. Site Plans that are not in substantial conformance with the PAA will require an amendment to the PAA by City Council.

B. *Tract 1B*

A Site Plan shall not be required for Tract 1B so long as it is not subdivided into five (5) or more lots in conformance with the PAA.

C. *Tract 1C*

A Site Plan shall be submitted and administratively approved prior to the submission of a preliminary plat. The Site Plan must substantially conform to the Detailed Plan approved as part of the PAA. Substantially conforming Site Plans shall be approved administratively. Site Plans that are not in substantial conformance with the PAA will require an amendment to the PAA by City Council.

5.8 *Annexation Schedule*

A. *Tract 1A*

Within ten (10) business days of approval of a Final Plat, the Owner shall file a petition for voluntary annexation of the property with the City pursuant to Texas Local Government Code, Chapter 43, subchapter C-1, or other such provisions governing voluntary annexation of land as may then exist. Should the Owner not initiate voluntary annexation within the time prescribed, the City shall have the right to initiate annexation of the property pursuant to Texas Local Government Code subchapter C-1, or other such provisions governing voluntary annexation of land as may then exist. Owners expressly and irrevocably consent to annexation of the property under such circumstances. Owners further agree that such annexation by the City shall be deemed voluntary, and not subject to the requirements and procedures for an annexation plan, as required by Texas Local Government Code section 43.052, or successor statute.

B. Tract 1B

Within ten (10) business days of approval of a Final Plat, the Owner shall file a petition for voluntary annexation of the property with the City pursuant to Texas Local Government Code, Sec. 43.028 or other such applicable provisions governing voluntary annexation of land as may then exist. Should the Owner not initiate voluntary annexation within the time prescribed, the City shall have the right to initiate annexation of the property pursuant to Texas Local Government Code subchapter C-1, or other such provisions governing voluntary annexation of land as may then exist. Owners expressly and irrevocably consent to annexation of the property under such circumstances. Owners further agree that such annexation by the City shall be deemed voluntary, and not subject to the requirements and procedures for an annexation plan, as required by Texas Local Government Code section 43.052, or successor statute.

C. Tract 1C

Within ten (10) business days of approval of a Final Plat, the Owner shall file a petition for voluntary annexation of the property with the City pursuant to Texas Local Government Code subchapter C-1, or other such provisions governing voluntary annexation of land as may then exist. Should the Owner not initiate voluntary annexation within the time prescribed, the City shall have the right to initiate annexation of the property pursuant to Texas Local Government Code subchapter C-1, or other such provisions governing voluntary annexation of land as may then exist. Owners expressly and irrevocably consent to annexation of the property under such circumstances. Owners further agree that such annexation by the City shall be deemed voluntary, and not subject to the requirements and procedures for an annexation plan, as required by Texas Local Government Code section 43.052, or successor statute.

6.0 DEVELOPMENT REGULATIONS

6.1 TRACT 1A

Tract 1A shall be developed in accordance with the Denton Development Code for the Neighborhood Residential Mixed Use 12 (NRMU-12) District except as modified herein.

6.1.1 General Regulations

The following uses and their accessory uses are permitted within Tract 1A:

| | |
|-------------------------------------------------------------|---------|
| Agriculture | P |
| Community Homes for the Disabled | P |
| Elderly/Senior Housing | P |
| Laundry Facilities (restricted to use for onsite residents) | P |
| Parks and Open Spaces | P |
| Accessory Dwelling Units | P, L(1) |

The following limits apply to the subdivision of Tract 1A:

| General Regulations | Tract 1A |
|----------------------------------------------------------|----------|
| Maximum Density, Dwelling Units Per Acre | 8.0 |
| Minimum Lot Area (square feet) | 3,500 |
| Minimum Lot Width (measured at the building line) | 30 feet |
| Minimum Lot Depth (measured at the midpoint of the lot) | 80 feet |
| Minimum Front Yard Setback | 20 feet |
| Minimum Setback Along Ryan Road | 40 feet |
| Minimum Side Yard Setback | 6 feet |
| Minimum Side Yard Setback Adjacent to a Street | 10 feet |
| Minimum Separation for Non-Attached Buildings (same Lot) | 10 feet |
| Minimum Rear Yard Setback | 15 feet |

The following limits apply to all buildings in Tract 1A:

| General Regulations | Tract 1A |
|-------------------------|----------|
| Maximum Lot Coverage | 60% |
| Minimum Landscaped Area | 30% |
| Maximum Building Height | 45 feet |
| Maximum WECS Height | 55 feet |

The following limits shall apply to accessory structures located in Tract 1A:

| General Regulations | Tract 1A |
|-------------------------------------------------|----------|
| Minimum Front Yard Setback | 25 feet |
| Minimum Setback Along Ryan Road | 40 feet |
| Minimum Side Yard Setback | 6 feet |
| Minimum Side Yard Setback Adjacent to a Street | 10 feet |
| Minimum Rear Yard Setback | 10 feet |
| Maximum Lot Coverage (Total = Main + Accessory) | 70% |

6.1.2 Access and Parking

The main entry into Tract 1A will be located off Ryan Road. A secondary entry will be provided to Montecito Drive to the east. Multiple points of connections will adequately disperse vehicle trips generated by this development and minimize impacts at any one location on existing streets. The proposed entries also meet the City's remote access requirement for Fire. Parking shall meet the standards of the DDC.

6.1.3 Landscaping

A. Buffer Requirement

Tract 1A shall provide a Type "C" landscape buffer as required by the DDC adjacent to single family residential use. In the situation where a natural buffer currently exists, no additional buffer shall be required.

6.1.4 Signage

Sign regulations, as contained within Chapter 33 of the Code of Ordinances, as amended, shall apply.

6.1.5 Perimeter Fencing

Because the Detailed Plan provides buffers surrounding the development, required perimeter fencing will be limited to along Ryan Road. The fencing along Ryan Road will be a combinations of masonry, wrought iron, or tubular steel as shown on the Site Fencing Exhibit provided as Attachment M to Exhibit B. Additional perimeter fencing may be provided at the discretion of the Developer as long as it is substantially conforming to the materials as shown on Attachment M to Exhibit B.

6.2 TRACT 1B

Tract 1B shall be developed in accordance with the Denton Development Code for Neighborhood Residential 2, NR-2, except as modified herein.

6.2.1 General Regulations

The following uses and their accessory uses are permitted within Tract 1B:

| | |
|--------------------------|--------------|
| Single Family Dwellings | P |
| Accessory Dwelling Units | P, SUP, L(4) |
| Agriculture | P |
| Livestock | P, L (7) |

The following limits apply to the subdivision of Tract 1B:

| General Regulations | Tract 1B |
|---------------------------------------------------------|----------|
| Maximum Number of Dwelling Units (Total) | 3.0 |
| Minimum Lot Area (acres) | 2.0 |
| Minimum Lot Width (measured at the building line) | 60 feet |
| Minimum Lot Depth (measured at the midpoint of the lot) | 110 feet |
| Minimum Front Yard Setback | 25 feet |
| Minimum Setback from Ryan Road | 40 feet |
| Minimum Side Yard Setback | 10 feet |
| Minimum Side Yard Setback Adjacent to a Street | 15 feet |
| Minimum Rear Yard Setback | 25 feet |

The following limits apply to all buildings in Tract 1B:

| General Regulations | Tract 1B |
|-------------------------|----------|
| Maximum Lot Coverage | 30% |
| Minimum Landscaped Area | 60% |
| Maximum Building Height | 40 feet |
| Maximum WECS Height | 55 feet |

The following limits shall apply to accessory structures located in Tract 1B:

| General Regulations | Tract 1B |
|-------------------------------------------------|----------|
| Minimum Front Yard Setback | 25 feet |
| Minimum Side Yard Setback | 10 feet |
| Minimum Side Yard Setback Adjacent to a Street | 15 feet |
| Minimum Rear Yard Setback | 10 feet |
| Maximum Lot Coverage (Total = Main + Accessory) | 40% |

6.2.2 Access and Parking

Access into Tract 1B shall be off Ryan Road. Only one point of access shall be required since Tract 1B is limited to up to three (3) single family dwelling units per the terms of the PAA.

6.3 TRACT 1C

Tract 1C shall be developed in accordance with the Denton Development Code for the Neighborhood Residential 2 (NR-2) district, except as modified herein.

6.3.1 General Regulations

The following uses and their accessory uses are permitted within Tract 1C:

| | |
|-------------------------------------|---------|
| Single Family Dwellings | P |
| Accessory Dwelling Units | P, L(2) |
| Amenity Center (Limited to HOA Lot) | P |

The following limits apply to the subdivision of Tract 1C:

| General Regulations | Std. Front Entry | J-Swing Entry |
|-------------------------------------------------|------------------|---------------|
| Maximum Density, Dwelling Units Per Acre | 3.0 | 3.0 |
| Minimum Lot Area (square feet) | 7,200 | 7,200 |
| Minimum Lot Width (measured at building line) | 60 feet | 60 feet |
| Minimum Lot Depth (measured at midpoint of lot) | 110 feet | 110 feet |
| Minimum Front Yard Setback* | 20 feet | 15 feet |
| Minimum Side Yard Setback | 5 feet | 5 feet |
| Minimum Side Yard Setback Adjacent to a Street | 10 feet | 10 feet |
| Minimum Rear Yard Setback | 15 feet | 15 feet |

* Front yard setbacks shall be staggered with the minimum established above. The front yard setback may not be duplicated on more than two (2) consecutive lots. Acceptable front yard setbacks for standard front entry garages shall be twenty feet (20'), twenty-two and a half feet (22.5'), and twenty-five feet (25'). Acceptable front yard setbacks for J-swing garages shall be fifteen feet (15'), seventeen and a half feet (17.5'), twenty feet (20'), twenty-two and a half feet (22.5'), and twenty-five feet (25').

The following limits apply to all buildings in Tract 1C:

| General Regulations | Std. Front Entry | J-Swing Entry |
|-------------------------|------------------|---------------|
| Maximum Lot Coverage | 60% | 60% |
| Minimum Landscaped Area | 30% | 30% |
| Maximum Building Height | 40 feet | 40 feet |
| Maximum WECS Height | 55 feet | 55 feet |

The following limits shall apply to accessory structures located in Tract 1C:

| General Regulations | Std. Front Entry | J-Swing Entry |
|-------------------------------------------------|------------------|---------------|
| Minimum Front Yard Setback | 25 feet | 25 feet |
| Minimum Side Yard Setback | 5 feet | 5 feet |
| Minimum Side Yard Setback Adjacent to a Street | 10 feet | 10 feet |
| Minimum Rear Yard Setback | 5 feet | 5 feet |
| Maximum Lot Coverage (Total = Main + Accessory) | 70% | 70% |

6.3.2 Site Design Requirements

A. Street Standards

Residential – All streets in Tract 1C, The Reserve at Creekside, will be constructed of concrete curb and gutter and will be contained within the public right-of-way, making them property of the City and accessible by all residents of the City. The Reserve at Creekside will be comprised of Local Residential Streets that are twenty-eight feet back to back (28' B-B) and constructed in a fifty-foot right-of-way (50' ROW). Long blocks will have traffic calming devices meeting City standards at locations shown on the Detailed Site Plan as provided as Attachments D.1 – D.3 of Exhibit B.

Concrete shall meet the City of Denton standard concrete design, and shall be 7" thick, 3600 PSI with #3 bars 24" on center each way. Subgrade treatment shall be eight inches (8") deep lime or cement stabilized and per a Final Geotechnical Engineering Report.

Perimeter – physical perimeter street improvements shall not be required by the developer. To meet the City's Perimeter Road requirement as outlined in the Denton Development Code, The Reserve at Creekside shall pay to the City a Roadway Impact Fee Contribution as indicated in this PAA. The fee is set forth to account for the impacts this development will have on Ryan Road and the City's Transportation Infrastructure.

B. Sidewalk Standards

A five-foot (5') wide concrete sidewalk along both sides of the street will be standard throughout The Reserve at Creekside with the exception of the street connection south to existing Creekdale Drive which will only be required to have sidewalk constructed on one side of the street. The Developer shall meander the sidewalks along Open Spaces as long as they remain within sixty-five feet (65') off the adjacent right-of-way. A sidewalk will not be constructed along Ryan Road by the Developer and may be constructed by the City as part of a Capital Improvement Program project at some future date determined by the City. Developer Trails associated with the Open Spaces will be a minimum of five-feet (5') wide and will be constructed either of concrete or crushed granite.

The Developer will install all sidewalks for entryways and open spaces within The Reserve at Creekside. The homebuilder will install all sidewalks immediately

adjacent to and within the residential lots. Sidewalk concrete shall meet the City of Denton standard sidewalk design.

C. Lot Grading

Mass grading (benching) of lots will only occur within the portions of The Reserve at Creekside that are not heavily wooded and that are being developed for residential lots. This will enable the Developer to save as many trees as possible in the open spaces and along the perimeter of the development. Benched lots shall be graded in a way so that positive drainage is maintained.

D. Street/Site Lighting

Street lighting shall be provided meeting the standards of the City of Denton which requires street lights at intersections and on a maximum spacing of 300'.

Pathway lighting will be provided along the linear park, as labeled on Attachment E of Exhibit B, adjacent to proposed lots. Pathway lighting shall be spaced at a maximum of fifty-feet (50') and shall be low voltage pedestal style lights.

6.3.3 Access and Parking

A. Parking

A minimum of two enclosed parking spaces will be provided behind the building line (in the garage). A minimum of two parking spaces will be provided between the right-of-way and the building line (in the driveway).

A total of ten (10) parking spaces will be provided for the Amenity Center. Any spaces over ten (10) shall be pervious.

B. Entry/Access

The main entry into The Reserve at Creekside will be located on Ryan Road. A secondary entry will be provided to Creekside Drive to the south. The main entry shall have a divided boulevard with landscaping in the median. Multiple points of connections will adequately disperse vehicle trips generated by this subdivision and minimize impacts at any one location on existing streets. The proposed entries also meet the City's remote access requirement for Fire.

6.3.4 Signage

Sign regulations, as contained within Chapter 33 of the Code of Ordinances, as amended, shall apply. Signage shall be owned and maintained by the HOA and located within an HOA lot.

6.3.5 Perimeter Fencing

Because the Site Plan provides buffers surrounding the development, perimeter fencing will be limited to along Ryan Road. The fencing along Ryan Road will be a combination of masonry, wrought iron, or tubular steel as shown on the Site Fencing Exhibit as provided and reflected in Attachment M of Exhibit B.

6.3.6 Amenities and Open Space

The Reserve at Creekside will be developed in a manner that creates and preserves large open spaces and provides a park system with both active and passive recreational experiences for all residents alike, independent of age. It will provide tree preservation

to buffer the existing developments to the west and south. This preservation will minimize impacts to existing developments. Open Spaces can be seen on the Conceptual Landscape Plan as provided as Attachment E of Exhibit B.

Along Ryan Road, the proposed residential development is set back to provide a more rural feeling. This view-shed protection is one of the characteristics of the proposed development that will establish this as a legacy development for the City. As future residents and visitors arrive to The Reserve at Creekside they enter through a rural divided entry with creek views, development monument signifying arrival and enhanced landscaping. As they enter they will also view the Amenity Center with parking, play equipment, restrooms and pool. The Amenity Center layout incorporates the natural feel of the tract. This can be seen in more detail in the Entry and Amenity Center Enlargement, Entry Monument Perspectives, and Amenity Center Perspectives as provided as Attachments G, H and I, of Exhibit B respectively.

Internal trails and sidewalks will connect residential streets with open spaces throughout the development. An existing pond in the southeast corner of The Reserve at Creekside will have a fountain for aesthetics and aeration. The linear trail central to the tract will have limited pathway lighting.

The open spaces will consist of the following elements:

- Enhanced entry and landscaping - Entry shall be a combination of wood construction and metal roof. Signage shall be a combination of stone and metal panel. Landscaping shall be primarily drought tolerant and native plant material.
- Trails;
- Open space for active recreation;
- Open space for passive recreation such as picnicking, bird watching, etc.;
- Amenity Center with restrooms, cabana, pool, play equipment, and parking – amenity center shall be a combination of masonry, including stucco, construction with wood screen, and metal roof.
- Pond with aeration fountain;
- Significant tree preservation;
- Benches;

6.3.7 Home Building Criteria

A. Square Footage

The square footage for The Reserve at Creekside will be as follows:

- Minimum square footage shall be 1,800 square feet of air-conditioned space;
- A minimum of forty-five percent of the homes shall be 2,400 square feet of air conditioned space or greater.

B. Non-Repeat Clause

| | |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Floor plan | The same floor plan may not be duplicated on the neighboring lots or on the lot immediately across the street from the subject lot. |
| Elevation | The same elevation on the same floor plan may not be duplicated on the four consecutive neighboring lots on either side of the subject lot or on the lots immediately across the street from such (nine) lots. |
| Exterior color selections | The same brick, stone, stucco, or exterior paint palette may not be duplicated on the neighboring lots or on the lot immediately across the street from the subject lot. |

C. Garage Orientation and Setback

Front-loaded garages, including three car garages, are allowed in The Reserve at Creekside. Front elevation is defined as that portion of the living area of a house nearest to the front building line that parallels the street and is located at grade. J-swing garages are allowed and encouraged.

Staggered setbacks are provided to minimize the impact of the garage and provide a true streetscape impact. It is recommended that the garage elevation be designed in a manner to minimize the visual impression of garage. Appropriate design can be accomplished by a number of innovative approaches including: separate garage doors; recessing the door plane within the garage and extending a deep roof overhang (two-foot to four-foot extension of the roof and wing walls are preferred); extending a pergola or trellis type element over the garage doors; extending a balcony or deck above the garage doors; building rooms over the garage; incorporating low garden walls into the garage façade in order to create an enclosed motor court or semi-enclosed motor court; providing a J-swing garage; and integrating windows into the door panels, which helps add scale and a sense of habitation. Where J-swing garages are utilized, the front yard setback may be encroached by up to five-feet (5'). All garage doors facing the street shall be constructed of wood or a synthetic wood-type material (if painted).

Twenty-five percent (25%) of all lots shall have either a three car garage or a J-swing garage.

D. Exterior Sheathing Materials

Permitted exterior sheathing materials are brick, stone, smooth stucco, and wood, Hardi, or equivalent siding. Masonry (brick, stone, or smooth stucco) shall account for ninety-percent (90%) of the exterior sheathing materials (windows and doors are not included within the calculations) for the front façade and seventy-five percent (75%) of the exterior sheathing materials (windows and doors are not included within the calculations) for the full exterior.

E. Roof

| | |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pitch | Flat roofs are not permitted. Otherwise, the pitch should vary with architectural style (i.e., craftsman and Spanish style homes should have a 4:12 pitch). |
| Permitted materials | 30-year dimensional asphalt, standing seam metal, natural stone, slate, concrete tile, and clay tile. |
| Solar panels, TV dishes and antennas | Must be located on the rear or side slope and never face a street. |

F. Windows

| | |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Permitted | Wood, vinyl, or a combination thereof. |
| Not permitted | Metal window frames, reflective glass or glazing, burglar bars, solar screens, or flush-mounted windows. |
| Required | Windows facing the street must be divided light or simulated divided light with exterior muntins. Muntins are a strip of wood or vinyl separating and holding panes of glass in a window; also known as glazing bars. |

G. Fireplaces

| | |
|--------------|----------------------------------------------------------------------------------|
| Wood burning | Permitted, but chimneys must be sheathed in brick, stone, or stucco (no siding). |
| Direct vent | Permitted, but vent must not be visible from the street. |
| Ventless | Permitted. |

H. Driveways

| | |
|---------------------|--------------------------------------------------------------------------------------------------------------------------|
| Width | The maximum width for a driveway is 18 feet with the exception that a home with a three car garage can be up to 26 feet. |
| Circular drive | Not permitted. |
| Permitted materials | Concrete, stone pavers, or brick pavers. Concrete must be used inside right-of-way. |

I. Sidewalks

A minimum three-foot wide all-weather walkway shall be constructed from the front porch to either the driveway or the sidewalk in the parkway.

J. Mailboxes

The mailboxes shall be brick or stone and shall match the appearance of the house. The mailbox location will be one foot inside the lot against the back of curb. If a dual mailbox design is utilized then the mailbox shall be located at the property line of the lots served against the back of curb.

K. Mechanical Equipment

HVAC condensers, tank-less hot water heaters, direct vent fireplaces, and other mechanical equipment may not be located along the front elevation or along a side elevation that faces the street (in the event of a corner lot).

L. Fencing

The Reserve at Creekside will minimize the amount of wood fencing located in view of the public. Below are the fence requirements for different locations:

| | |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Facing a street or open space | All fencing facing a street or open space must be wrought iron or tubular steel style, masonry, or a combination of the two, with a maximum height of six-feet (6') and a minimum height of four-feet (4'). Fencing facing a street that is between two interior lots shall follow the requirements of wood fencing outlined below. |
| Corner lots | All wrought iron or tubular steel style fences on corner lots must be accompanied by an evergreen hedge or other evergreen landscape that will mature to a minimum height of six-feet (6'). |
| Wood fencing | Wood fencing is required between homes, along the side yard lot lines and rear yard lot lines. The wood fence must be a minimum of six-foot (6') and a maximum of eight-foot (8') tall Cedar or Spruce on galvanized metal poles. The side without poles must face out when adjacent to vacant lots. Fencing may not be placed within ten-feet (10') of the front elevation of the house. |

M. Retaining Walls

All retaining walls shall be constructed of reinforced concrete, natural stone, or engineered stone. Wood retaining walls of any type are prohibited. Retaining walls located on private lots will be owned and maintained by the homeowner. Retaining walls located in HOA Open Spaces will be owned and maintained by the HOA.

. 5.3.8 Home Building Landscape Criteria

A. Street Trees

The homebuilder shall be responsible for planting two (2) trees. On corner lots, the homebuilder shall be responsible for planting two (2) additional trees. Street trees shall be constructed within the parkway, four-feet (4') off of the back-of-curb. The trees will be a minimum of three caliper inches, measured 12 inches off of the root ball. The species will be selected according to the approved street tree list as shown on the Parkway Tree List as provided as Attachment L of Exhibit B.

B. Front Yard Landscaping Minimum Requirements

| | |
|----------------------------------|--------------------------------------------------------------------------------------|
| Large shrubs or ornamental trees | One 15-gallon shrub or one 1½ inch caliper tree measured 12 inches from the ground |
| Medium shrubs | 12 three- to five-gallon shrubs |
| Border plants | 10 one-gallon perennial plants |
| Lawn | Sod is required. Ground cover is permitted up to 30 percent. Gravel is not permitted |

C. Corner Lot Landscaping Additional Requirements

| | |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ornamental trees | Two 1½ inch Crepe Myrtle, Red Bud, Mexican Plum, Desert Willow, etc. (in addition to parkway trees). |
| Evergreen landscaping | All side yard foundations visible from the street on corner lots must be screened. |
| Fencing | All wrought iron style fences on corner lots must be accompanied by an evergreen hedge or other evergreen landscape that will mature to a minimum height of six feet. |

D. Irrigation

An automatic irrigation system is required for all residential lots. An automatic irrigation system is required for all right-of-way and open spaces with improved turf and landscaping. Open Spaces intended to remain natural or native are not required to be irrigated.

7.0 EXISTING ON-SITE GAS WELLS

As a condition of this Pre-Annexation Development Agreement, the existing Gas Well shall be plugged prior to the approval of a Final Plat for Tract 1C in accordance with all applicable local, state or federal law.

The Gas Well shall be plugged in accordance with the requirements of the Railroad Commission of Texas. The report prepared by the approved Cementer shall be provided to the City of Denton.

The plugged gas well shall be located within an open space lot that is to be owned and maintained by a Homeowner's Association (HOA). Any period of time in which the existing Gas Well is not plugged, it should follow all of the current City of Denton Gas Well regulations and other applicable law.

8.0 APPENDIX

See attached Attachment A through M to Exhibit B.

| | |
|----------------------|--------------------------------------|
| Attachment A | PAA Boundary |
| Attachment B.1-B.4 | PAA Legal Descriptions |
| Attachment C | Detailed Development Plan Tract 1A |
| Attachment D.1 – D.3 | Detailed Development Plan Tract 1C |
| Attachment E | Conceptual Landscape Plan |
| Attachment F | Tree Preservation Plan |
| Attachment G | Entry and Amenity Center Enlargement |
| Attachment H | Entry Monument Perspectives |
| Attachment I | Amenity Center Perspective |
| Attachment J | Hardscape Materials Palette |
| Attachment K.1 & K.2 | Plant Material Palette |
| Attachment L | Parkway Tree List |
| Attachment M | Site Fencing Exhibit |

Attachment A to Exhibit B

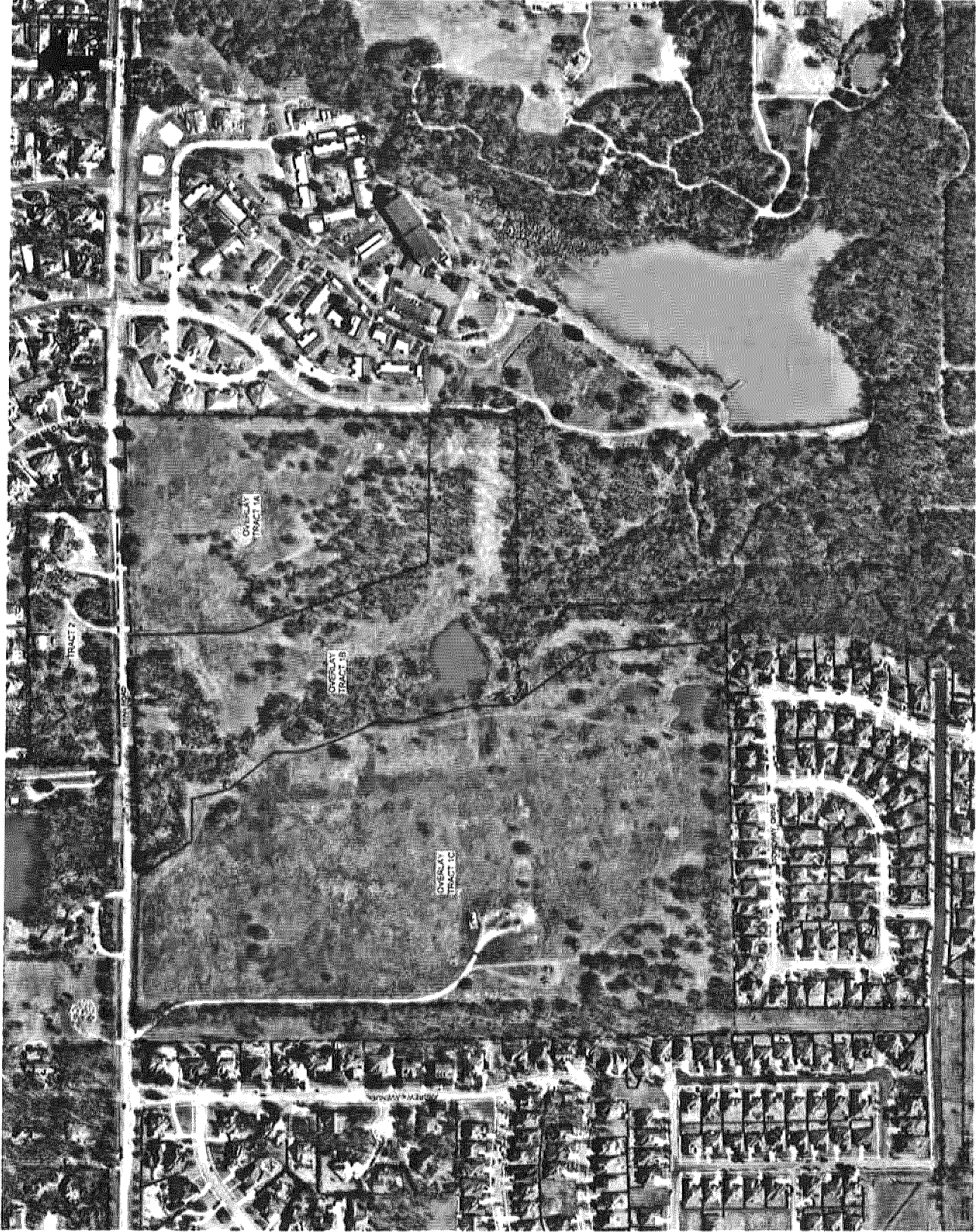
PAA Boundary

ATTACHMENT A TO EXHIBIT B
Pre-Annexation Development
Agreement Boundary

Creekside
Denton, Texas
July 2016

Kimley»Horn

5726 Gervais Court
Suite 200
Denton, Texas 76204
817-393-1234
Scale of Texas Registration No. 14-885



Attachments B.1 – B.3 to Exhibit B

PAA Legal Descriptions

ATTACHMENT B.1 TO EXHIBIT B - TRACT 1A LEGAL DESCRIPTION

BEING a tract of land situated in the N. Britton Survey, Abstract No. 51, and the T. Labar Survey, Abstract No. 779, Denton County, Texas, also being a portion of a called 21.83 acre tract (Tract 1) and a portion of a called 16.999 acre tract (Tract 2) described in the deed to Ryan Capital Partners, recorded in Instrument No. 2008-84484, Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron pipe found at the southeast corner of said Tract 2, common to a re-entrant corner on the westerly line of Lot 1 in Block A of Lake Forest Good Samaritan Village, an addition to the City of Denton according to the plat thereof recorded in Cabinet F, Page 36, Plat Records of Denton County, Texas;

THENCE North 00°18'11" East, along the easterly line of said Tract 2 and a westerly line of said Lot 1, a distance of 286.31 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE North 89°41'49" West, departing the easterly line of said Tract 2 and said westerly line of Lot 1, and crossing said Tract 2, a distance of 480.00 feet to a point for corner;

THENCE North 20°24'49" West, continuing across said Tract 2, passing en route the westerly line of said Tract 2 and an easterly line of aforesaid Tract 1, and crossing said Tract 1, a distance of 649.37 feet to a point for corner;

THENCE North 02°02'21" West, continuing across said Tract 1, a distance of 357.25 feet to a point for corner on the north line of said Tract 1 and on the south right-of-way line of Ryan Road, an apparent public right-of-way (No Record Found);

THENCE North 87°29'03" East, along the south right-of-way line of said Ryan Road and the north line of said Tract 1, distance of 144.59 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 1 and the northwest corner of said Tract 2;

THENCE North 87°57'39" East, continuing along the south right-of-way line of said Ryan Road and the north line of said Tract 2, a distance of 580.38 feet to a Rail Road Spike found for the northeast corner of said Tract 2;

THENCE South 00°18'11" West, departing the south right-of-way line of said Ryan Road, along the easterly line of said Tract 2 and a westerly line of aforesaid Lot 1, and generally along a fence, a distance of 995.16 feet to the **POINT OF BEGINNING**, and containing 14.434 acres (628,757 square feet) of land, more or less.

ATTACHMENT B.2 TO EXHIBIT B - TRACT 1B LEGAL DESCRIPTION

BEING a tract of land situated in the N. Britton Survey, Abstract No. 51, and the T. Labar Survey, Abstract No. 779, Denton County, Texas, also being a portion of a called 21.83 acre tract (Tract 1), a portion of a called 16.999 acre tract (Tract 2), and a portion of a called 21.83 acre tract (Tract 3) described in the deed to Ryan Capital Partners, recorded in Instrument No. 2008-84484, Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron pipe found at the southeast corner of said Tract 2, common to a re-entrant corner on the westerly line of Lot 1, Block A of Lake Forest Good Samaritan Village, an addition to the City of Denton according to the plat thereof recorded in Cabinet F, Page 36, Plat Records of Denton County, Texas;

THENCE South 89°32'55" West, along the southerly line of said Tract 2 and the northerly line of said Lot 1, Block A of Lake Forest Good Samaritan Village, a distance of 580.45 feet to a 1/2 inch iron rod found for the southwest corner of said Tract 2, common to the northerly southeast corner of said Tract 1;

THENCE South 89°17'27" West, continuing along the northerly line of said Lot 1, Block A of Lake Forest Good Samaritan Village and along the southerly line of said Tract 1, a distance of 43.78 feet to a point for the southerly northwest corner of said Lot 1, Block A of Lake Forest Good Samaritan Village, common to a re-entrant corner on the easterly line of said Tract 1;

THENCE South 02°12'23" East, along the easterly line of said Tract 1 and the westerly line of said Lot 1, Block A of Lake Forest Good Samaritan Village, passing en route the northwest corner of Lot 1, Block A, Lake Forest Park Addition, according to the plat thereof recorded in Cabinet W, Page 349 of the Plat Records of Denton County, Texas, and continuing along the same course and along the westerly line of said Lot 1, Block A, Lake Forest Park Addition, for a total distance of 678.62 feet to a 1/2 inch iron rod found for the southeast corner of said Tract 1, common to the northeast corner of Lot 39, Block J of Ryan Ranch Phase I, according to the plat thereof recorded in Cabinet S, Page 120 of the Plat Records of Denton County, Texas;

THENCE South 88°35'43" West, along the southerly line of said Tract 1, the northerly line of said Lot 39, and the northerly line of Block J of Ryan Ranch Phase II, according to the plat thereof recorded in Cabinet T, Page 333 of the Plat Records of Denton County, Texas, a distance of 134.61 feet to a point for corner;

THENCE departing the southerly line of said Tract 1 and the northerly line of said Block J of Ryan Ranch Phase II, and crossing said Tract 1 and aforesaid Tract 3, the following courses:

North 04°41'39" West, a distance of 461.90 feet to a point for corner;

North 36°09'59" West, a distance of 288.89 feet to a point for corner;

North 2°10'18" West, a distance of 147.36 feet to a point for corner;

North 15°02'28" West, a distance of 209.26 feet to a point for corner;

North 3°36'06" East, a distance of 91.55 feet to a point for corner;

North 25°20'49" West, a distance of 135.03 feet to a point for corner;

North 19°24'07" West, a distance of 123.20 feet to a point for corner;

North 3°41'43" West, a distance of 103.02 feet to a point for corner;

North 39°50'14" West, a distance of 184.25 feet to a point for corner;

North 14°39'52" West, a distance of 125.32 feet to a point for corner;

North 89°56'58" West, a distance of 107.34 feet to a point for corner;

North 41°25'28" West, a distance of 227.52 feet to a point for corner on the northerly line of said Tract 3 and the southerly right-of-way line of Ryan Road, an apparent public right-of-way (No Record Found);

THENCE along the northerly line of said Tract 3, the northerly line of said Tract 1, and the southerly right-of-way line of said Ryan Road, the following courses:

South 88°55'01" East, a distance of 33.39 feet to a point for corner;

North 88°04'56" East, a distance of 155.52 feet to a 1/2 inch iron rod found for corner;

North 86°46'51" East, a distance of 100.69 feet to a point for corner;

North 87°29'03" East, a distance of 501.53 feet to a point for corner;

THENCE departing the northerly line of said Tract 1 and the southerly right-of-way line of said Ryan Road, and crossing said Tract 1 and aforesaid Tract 2, the following courses:

South 02°02'21" East, a distance of 357.25 feet to a point for corner;

South 20°24'49" East, a distance of 649.37 feet to a point for corner;

South 89°41'49" East, a distance of 480.00 feet to a point for corner on the easterly line of said Tract 2 and the westerly line of aforesaid Lot 1, Block A of Lake Forest Good Samaritan Village;

THENCE South 00°18'11" West, along the easterly line of said Tract 2 and the westerly line of said Lot 1, Block A of Lake Forest Good Samaritan Village, a distance of 286.31 feet to the **POINT OF BEGINNING** and containing 20.553 acres (895,282 square feet) of land, more or less.

ATTACHMENT B.3 TO EXHIBIT B - TRACT 1C LEGAL DESCRIPTION

BEING a tract of land situated in the N. Britton Survey, Abstract No. 51, and the T. Labar Survey, Abstract No. 779, Denton County, Texas, also being a portion of a called 21.83 acre tract (Tract 1), a portion of a called 21.83 acre tract (Tract 3), and a portion of a called 21.75 acre tract (Tract 4) described in the deed to Ryan Capital Partners, recorded in Instrument No. 2008-84484, Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Alliance" found for the southwest corner of said Tract 4, common to the southeast corner of Thistle Hills Estates, Phase II, according to the plat thereof recorded in Cabinet X, Page 147 of the Plat Records of Denton County, Texas, same being on the northerly right-of-way line of Creekdale Drive, a variable width right-of-way;

THENCE North 00°52'54" West, departing the northerly right-of-way line of said Creekdale Drive, along the westerly line of said Tract 4, the easterly line of said Thistle Hills Estates, Phase II and the easterly line of Thistle Hills Estates, according to the plat thereof recorded in Cabinet R, Page 122 of the Plat Records of Denton County, Texas, a distance of 2,567.75 feet to a point for the northwest corner of said Tract 4, common to the northeast corner of said Thistle Hills Estates, same being on the southerly right-of-way line of Ryan Road, an apparent public right-of-way (No Record Found);

THENCE along the southerly right-of-way line of said Ryan Road, the northerly line of said Tract 4 and the northerly line of said Tract 3, the following courses:

South 89°58'03" East, a distance of 89.98 feet to a point for corner;

South 89°24'07" East, a distance of 174.86 feet to a point for corner;

South 88°55'01" East, a distance of 278.32 feet to a point for corner;

THENCE departing the southerly right-of-way line of said Ryan Road and the northerly line of said Tract 3, and crossing said Tract 3 and aforesaid Tract 1, the following courses:

South 41°25'28" East, a distance of 227.52 feet to a point for corner;

South 89°56'58" East, a distance of 107.34 feet to a point for corner;

South 14°39'52" East, a distance of 125.32 feet to a point for corner;

South 39°50'14" East, a distance of 184.25 feet to a point for corner;

South 03°41'43" East, a distance of 103.02 feet to a point for corner;

South 19°24'07" East, a distance of 123.20 feet to a point for corner;

South 25°20'49" East, a distance of 135.03 feet to a point for corner;

South 03°36'06" West, a distance of 91.55 feet to a point for corner;

South 15°02'28" East, a distance of 209.26 feet to a point for corner;

South 02°10'18" East, a distance of 147.36 feet to a point for corner;

South 36°09'59" East, a distance of 288.89 feet to a point for corner;

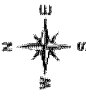
South 04°41'39" East, a distance of 461.90 feet to a point for corner on the southerly line of said Tract 1 and the northerly line of Ryan Ranch Phase II, according to the plat thereof recorded in Cabinet T, Page 333 of the Plat Records of Denton County, Texas;

THENCE South 88°35'43" West, along the southerly line of said Tract 1, the southerly line of said Tract 3, the southerly line of aforesaid Tract 4, and the northerly line of said Ryan Ranch Phase II, a distance of 1,205.32 feet to a 1/2 inch iron rod found for the northwest corner of said Ryan Ranch Phase II, common to a re-entrant corner on the easterly line of said Tract 4;

THENCE South 00°35'38" East, along the easterly line of said Tract 4 and the westerly line of said Ryan Ranch Phase II, a distance of 624.46 feet to a point for the southeast corner of said Tract 4, common to the southwest corner of said Ryan Ranch Phase II, same being on the northerly right-of-way line of aforesaid Creekdale Drive;

THENCE North 88°16'54" West, along the southerly line of said Tract 4 and the northerly right-of-way line of said Creekdale Drive, a distance of 80.57 feet to the **POINT OF BEGINNING** and containing 47.466 acres (2,067,627 square feet) of land, more or less.

Attachment C to Exhibit B
Detailed Development Plan Tract 1A

[illegible]

DETAILED SITE PLAN

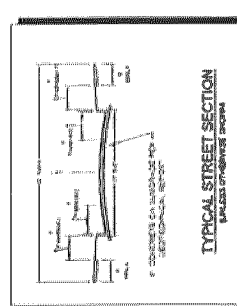
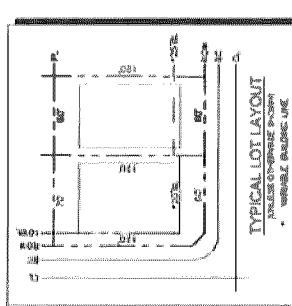
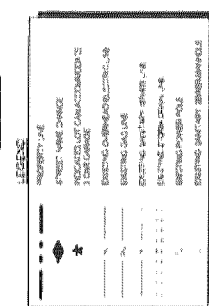
**FOR
CREEKSIDE RETIREMENT CENTER**

CITY OF DAVENPORT, IOWA COUNTY, IOWA
 DECEMBER 19, 1974
 RESOLUTION NO. 100

[illegible]

Attachment D to Exhibit B
Detailed Development Plan Tract 1C

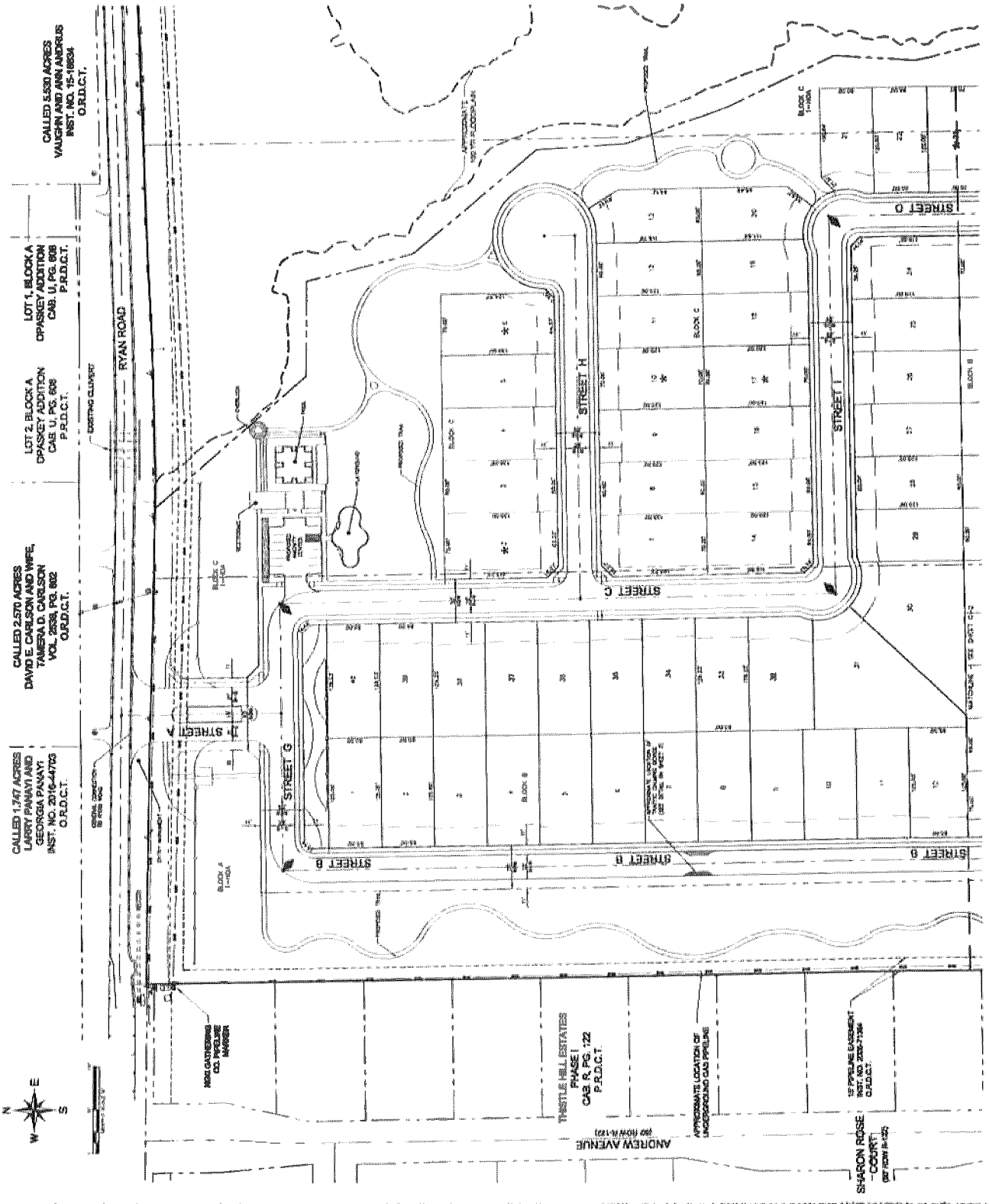
Journal of Management Inquiry 22(1)



ATTACHMENT D.1 - D.3 TO EXHIBIT B

DETAILED SITE PLAN
FOR
CREASIDE
127 HERRINGTOWN LANE
BLVD ALBERT
CITY OF ALBERTA, SOUTHERN DISTRICT, REGDAS
FURNISH PROJECT NO. 10994, 11122

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |





THISTLE RIDGE
TOP ROW 22-247

SEE VOL.
67A PG. 332
C.D. 121

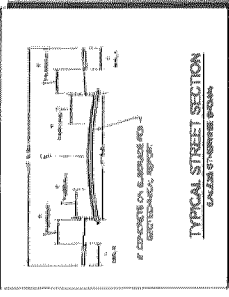
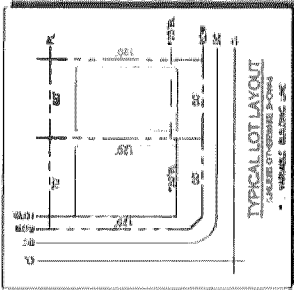
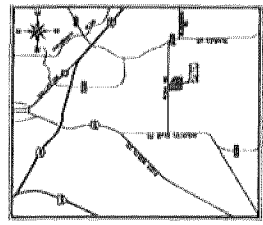
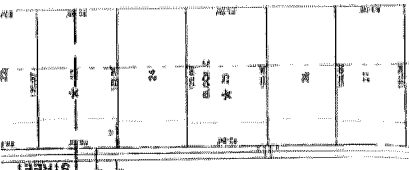
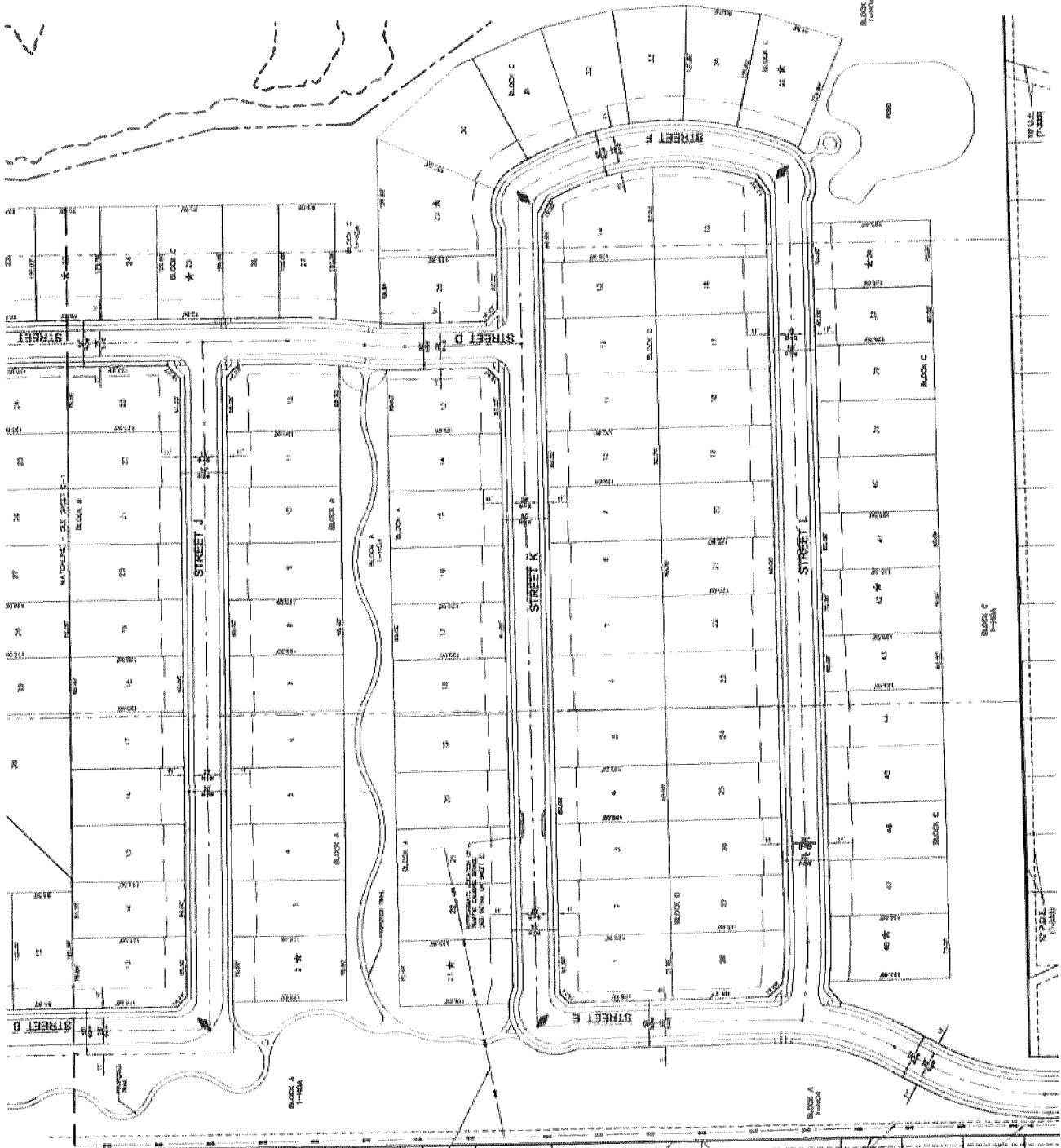
APPROXIMATE LOCATION OF
UNDERGROUND GAS PIPELINE

THISTLE HILL ESTATES
PHASE 1, 2, 3, 4
C.D. 121, PG. 147
PROJECT

15' WETLANDS EXISTENCE
C.D. 121, PG. 147
PROJECT

THISTLE HILL ESTATES
PHASE 1, 2, 3, 4
C.D. 121, PG. 147
PROJECT

NO. 1000
C.D. 121, PG. 147
PROJECT



ATTACHMENT D1 - D3 TO EXHIBIT B

DETAILED SITE PLAN
FOR
CREEKSIDE
DEVELOPMENT

CITY OF CHICAGO, LANDMARK COMMISSION, 2004
DEVELOPMENT PROJECT NO. 0401-0000

| | |
|---------|----------------------|
| PROJECT | THISTLE HILL ESTATES |
| PHASE | PHASE 1, 2, 3, 4 |
| CD | C.D. 121, PG. 147 |
| PROJECT | PROJECT |
| DATE | DATE |
| BY | BY |
| FOR | FOR |

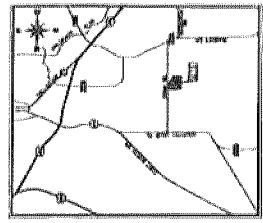
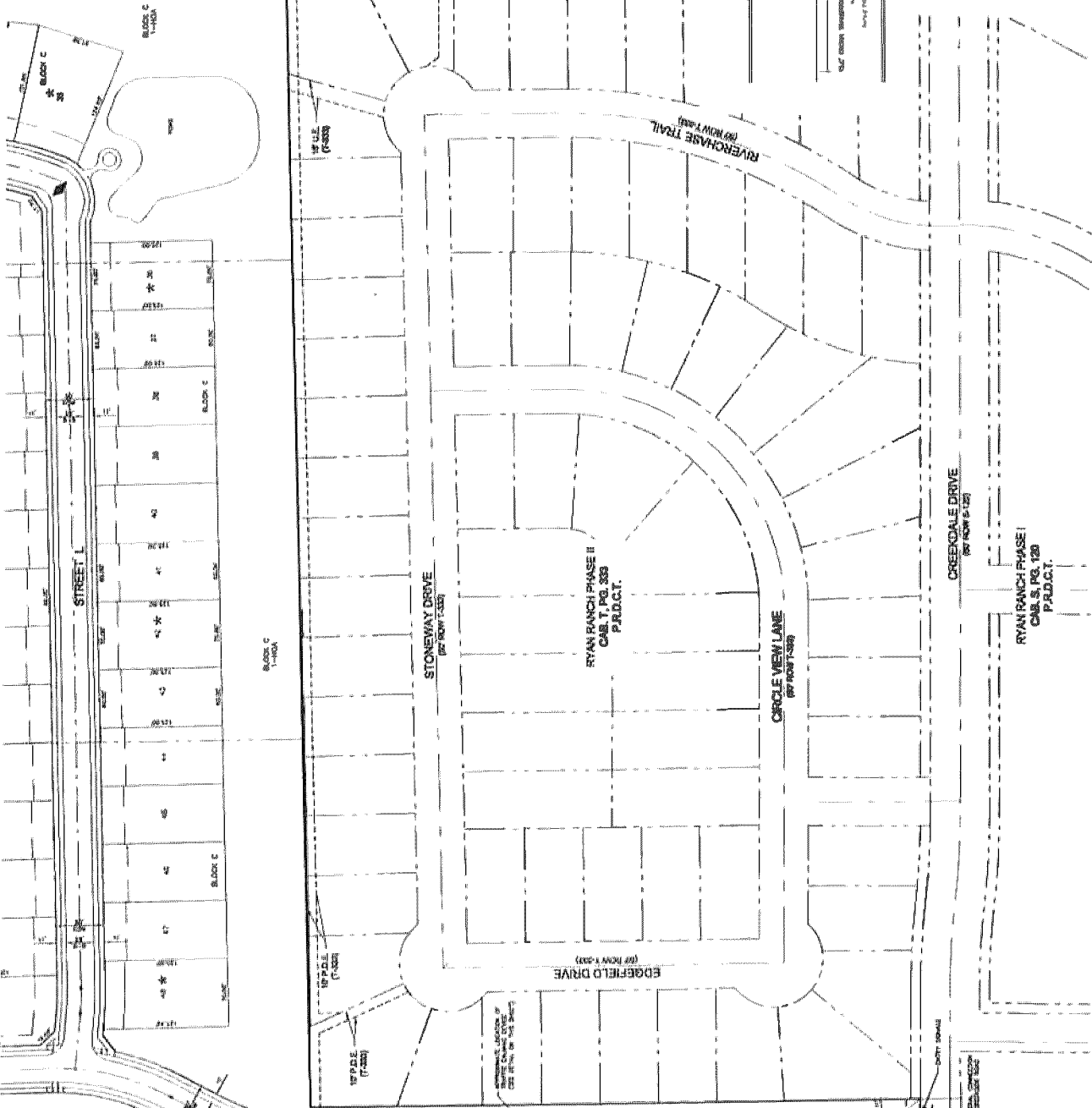


15' PROPOSED EASEMENT
DIST. NO. 200-17384
O.R.D.C.T.

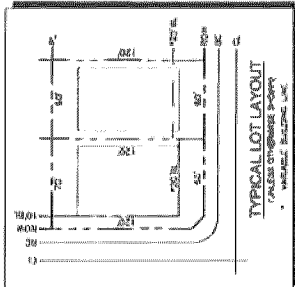
THISTLE HILL ESTATES
PHASE A, AMENDED
CAB. X, PG. 147
P.O.D.C.T.

HIGH CANTERING
ST. LANE
EASEMENT

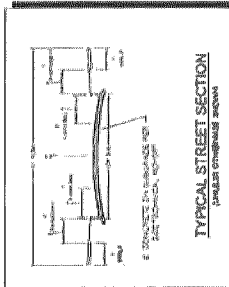
CALLED 0.08 ACRE
RIGHT-OF-WAY DEDICATION
FOR CREEKSIDE DRIVE
DIST. NO. 200-159067
O.R.D.C.T.



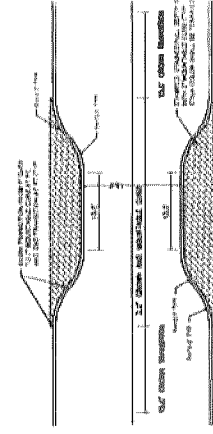
VICINITY MAP



TYPICAL LOT LAYOUT
FALLS CHURCH PHASE II
HARVEST BUILDING, INC.



TYPICAL STREET SECTION
FALLS CHURCH PHASE II



TRAFFIC CALMING DETAIL

ATTACHMENT D.1 - D.3 TO EXHIBIT B

DETAILED SITE PLAN

FOR

CREEKSIDE

BY

RYAN RANCH PHASE II

CITY OF DENVER, DENVER COUNTY, COLORADO

EXHIBIT D.1 - D.3 TO EXHIBIT B

155555

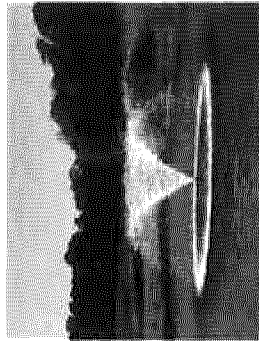
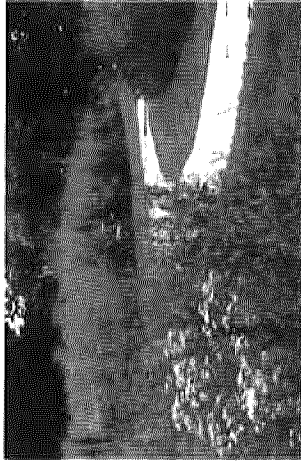
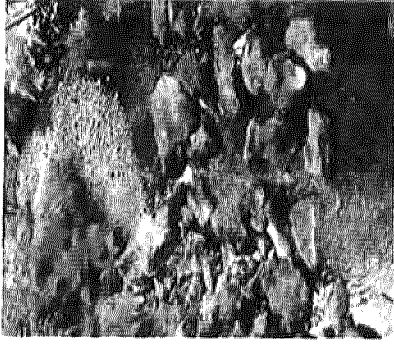
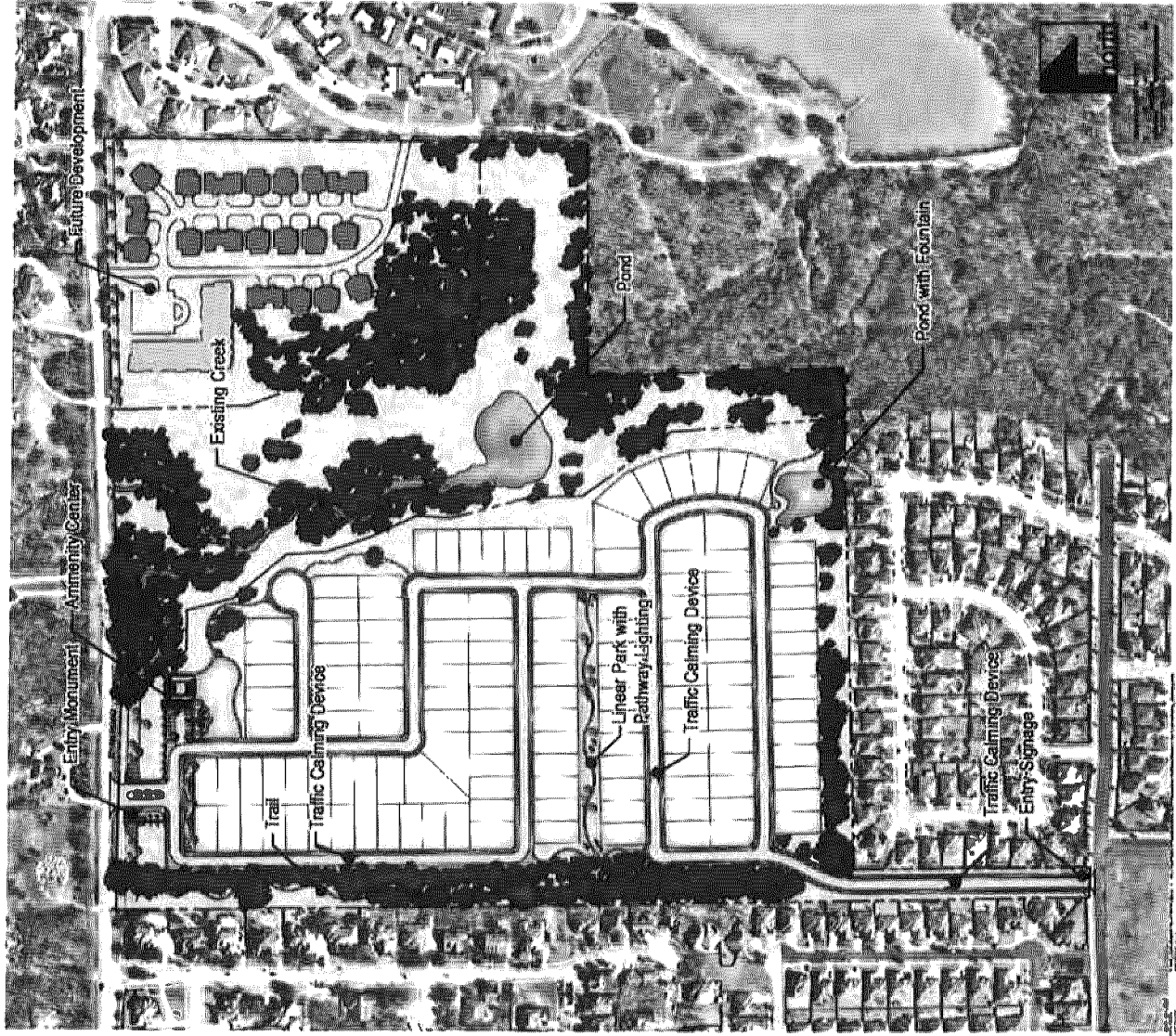
155555

155555

155555

D.1

Attachment E to Exhibit B
Conceptual Landscape Plan



ATTACHMENT E TO EXHIBIT B
Conceptual Landscape Plan

Creekside

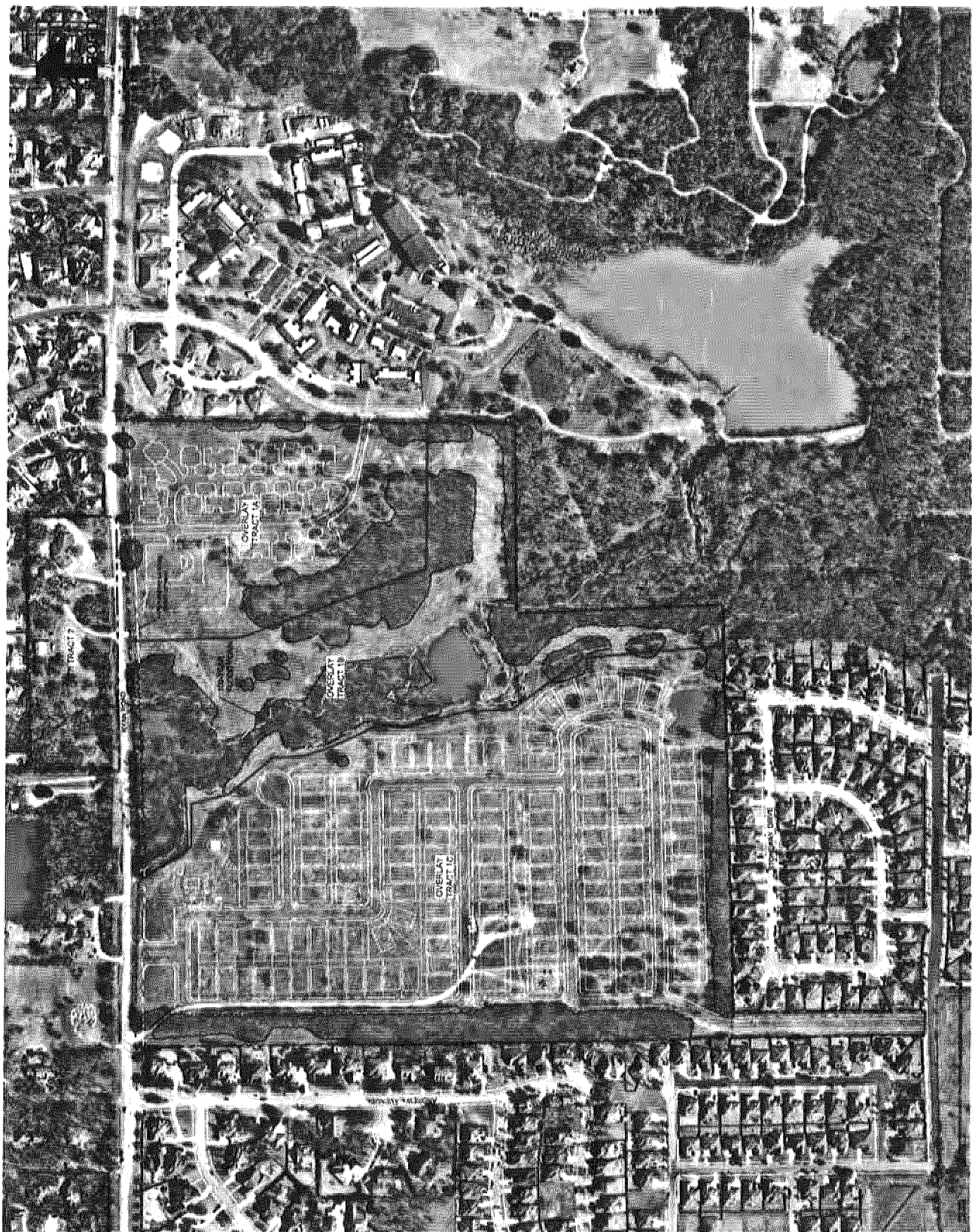
Denton, Texas
JULY 2016

Kimley»Horn

5750 Greenville Court
Suite 200
Frisco, Texas 75044
Phone: 972.261.1000
Fax: 972.261.1001
www.kimleyhorn.com

Attachment F to Exhibit B

Tree Preservation Plan



PRESERVATION AREA

NOTE:

1. TRACT 1 (OVERLAY TRACT 1A, 1B, AND 1C) IS A SUBDIVISION OF LAND BELONGING TO THE CITY OF DENTON, TEXAS. THE CITY OF DENTON HAS A RECORDING OF THE CITY'S INTEREST IN THE LAND IN THE PUBLIC RECORDS. THE CITY OF DENTON HAS A RECORDING OF THE CITY'S INTEREST IN THE LAND IN THE PUBLIC RECORDS. THE CITY OF DENTON HAS A RECORDING OF THE CITY'S INTEREST IN THE LAND IN THE PUBLIC RECORDS.

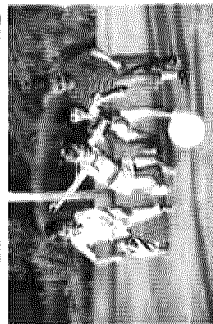
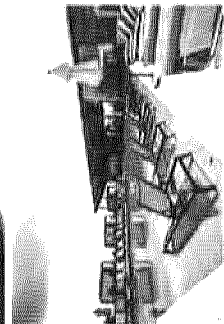
ATTACHMENT F TO EXHIBIT B
Tree Preservation Plan

Creekside
Denton, Texas
July 2016

Kimley»Horn

5750 General Court
Suite 200
Ft. Worth, Texas 76133
817.343.7200
www.kimleyhorn.com

Attachment G to Exhibit B
Entry and Amenity Center Enlargement



ATTACHMENT G TO EXHIBIT B
Entry and Amenity Center Enlargement

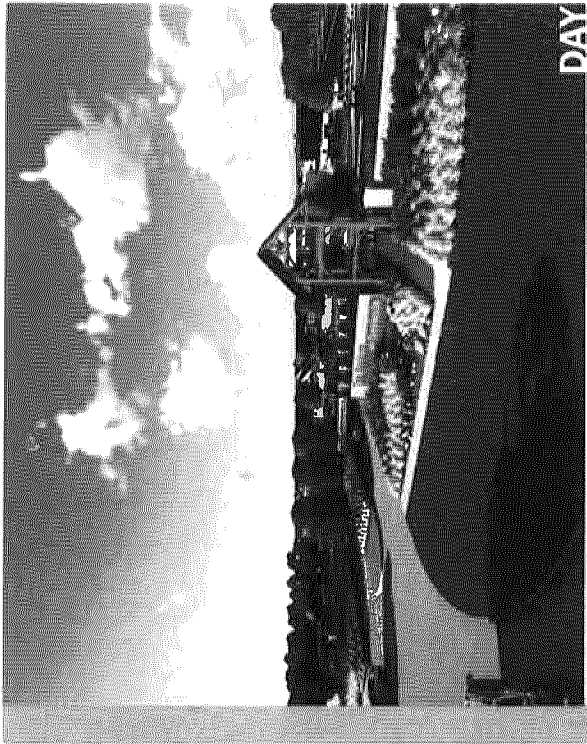
Creekside

Denton, Texas
JULY 2016

Kimley»Horn

5720 Gagnier Court
Austin, TX 78754
Phone: 512.335.7304
Fax: 512.335.2589
State of Texas Registration No. F-425

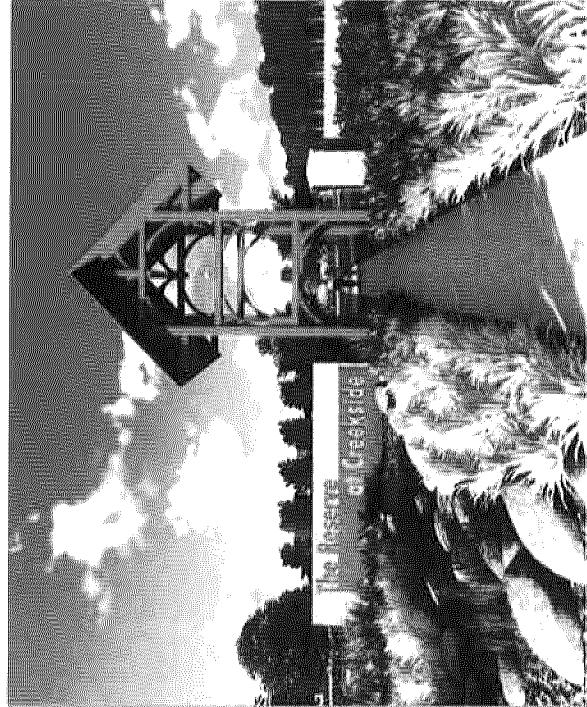
Attachment H to Exhibit B
Entry Monument Perspectives



DAY



NIGHT



NIGHT

Entry Tower and Sign Perspective

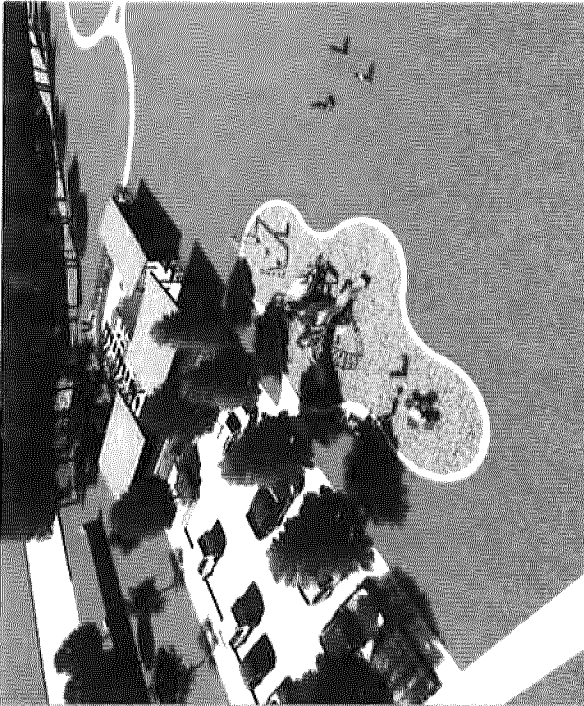
ATTACHMENT H TO EXHIBIT B
Entry Monument Perspectives

Creekside
Denton, Texas
JULY 2016

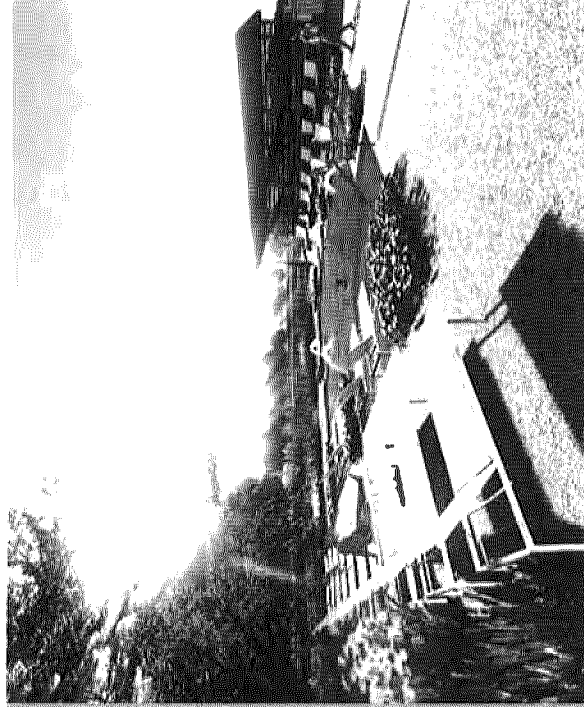
Kimley»Horn

5350 Creekside Court
Suite 100
Frisco, Texas 75034
972.232.2000
www.kimleyhorn.com
Registration No. E-2728

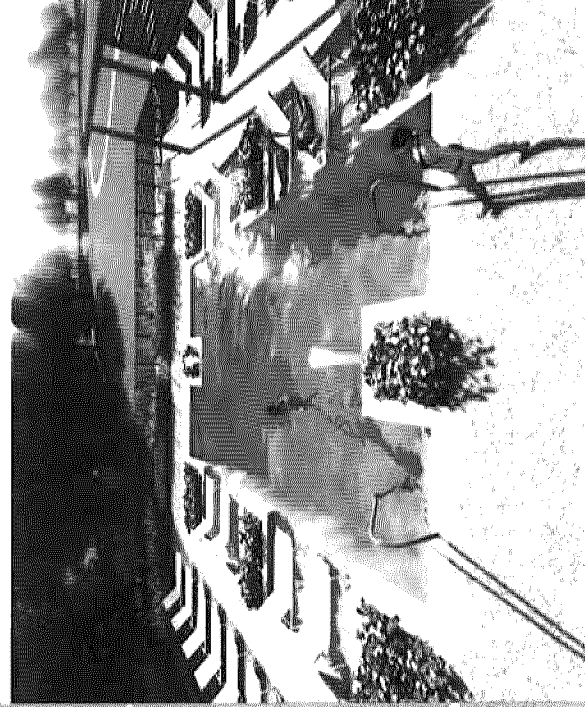
Attachment I to Exhibit B
Amenity Center Perspectives



Amenity Center Pool Perspectives



Amenity Center Pool Perspectives



ATTACHMENT I TO EXHIBIT B
Amenity Center Perspectives
Creekside
Denton, Texas
JULY 2016

Kimley»Horn

4750 Glenview Court
Suite 300
Frisco, Texas 75034
972.336.5555
www.kimleyhorn.com
State of Texas Registration No. 2405
Professional Engineer - Civil PE License No. 101,000,000,000

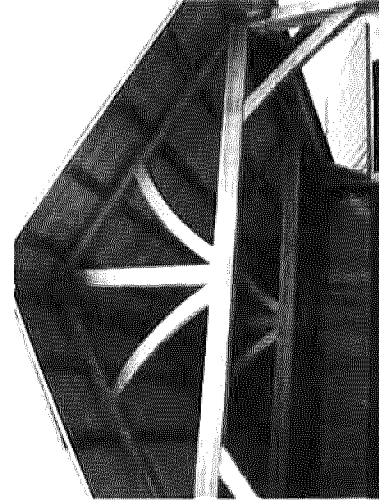
Attachment J to Exhibit B
Hardscape Materials Palette



Dry River Bed



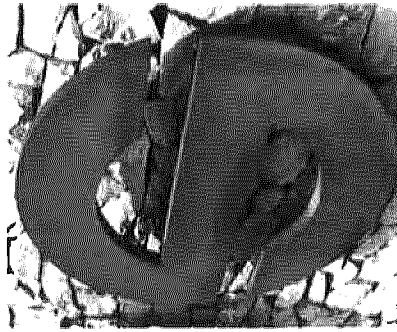
Concrete Trail



Timber Truss



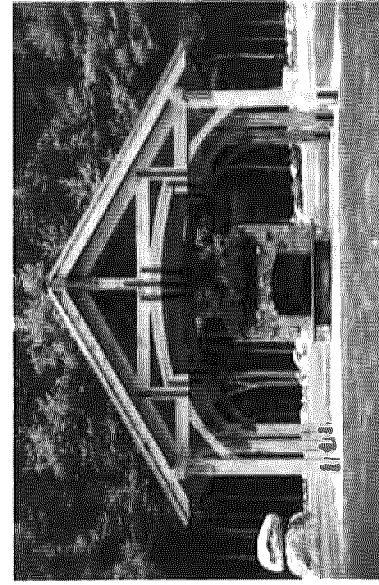
Fibar Mulch



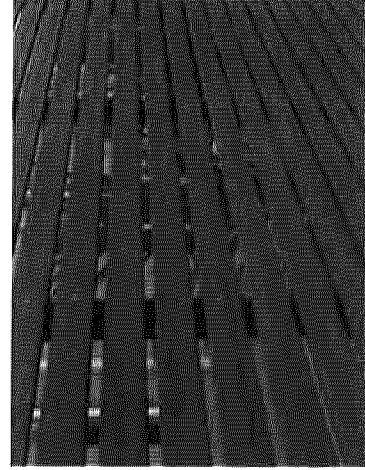
Corten Steel Sign Letters



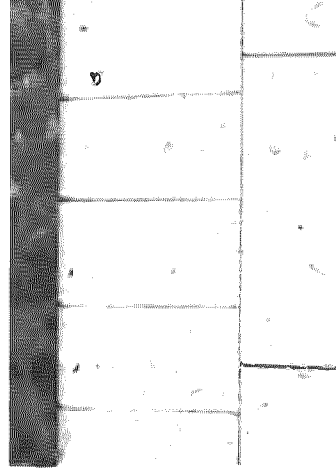
Corten Steel



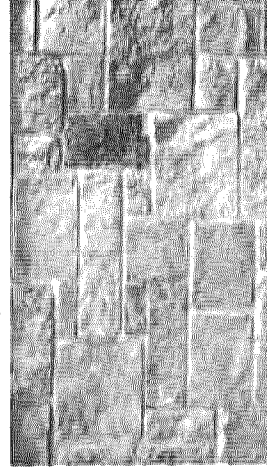
Timber Frame Structure



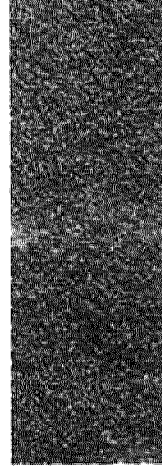
Stained Wood Screen Wall



Shellock Pool Coping



Luesters Limestone Veneer



Decomposed Granite

ATTACHMENT J TO EXHIBIT B
Hardscape Materials Palette

Creekside
Denton, Texas
JULY 2016

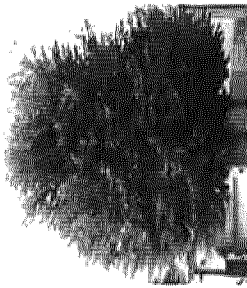
Kimley»Horn

5750 Greener Court
Suite 300
Frisco, Texas 75034
972-255-5588
www.kimleyhorn.com
Registration No. E-329

Attachments K.1 & K.2 to Exhibit B

Plant Materials Palette

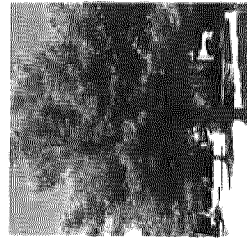
Canopy Trees



Live Oak

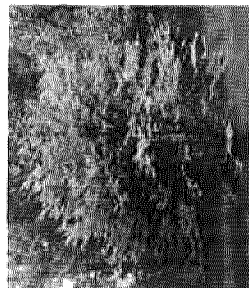


Cedar Elm



Red Oak

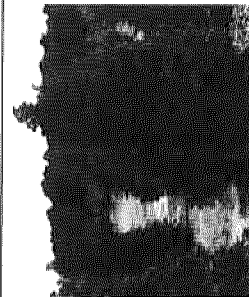
Ornamental Trees



Texas Redbud



Vitex



Eagleson Holly

Shrubs



Autumn Sage



Burford Holly



Dwarf Wax Myrtle



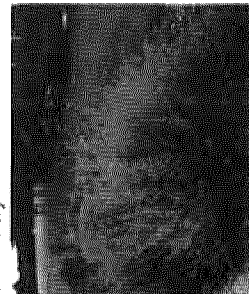
Mountain Sage



Japanese Barberry



Red Yucca



Russian Sage



Texas Sage



Yew (Podocarpus)



Agave

ATTACHMENT K.1 TO EXHIBIT B
Plant Materials Palette

Creekside
Denton, Texas
JULY 2016

Kimley»Horn

5701 Geneva Court
Denton, Texas 76204
972.326.5598
State of Texas Registration No. F-028
Professional Engineer License No. 10000

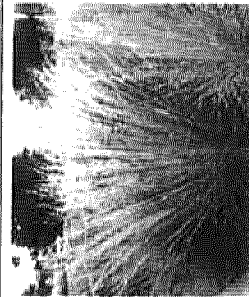
Grasses



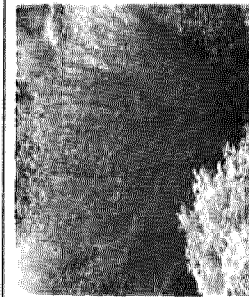
Mexican Feather Grass



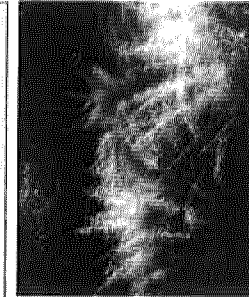
Inland Sea Oats



Lindheimer Muhly

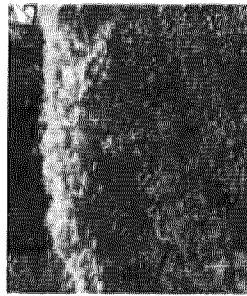


Little Bluestem

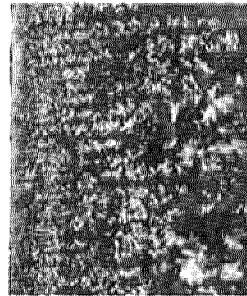


Gulf Muhly

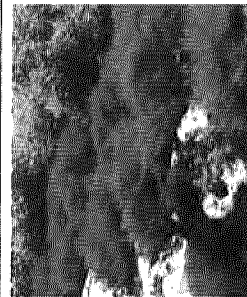
Groundcover



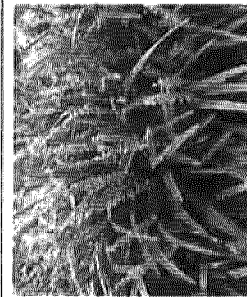
Golden Groundsel



Lyreleaf Sage

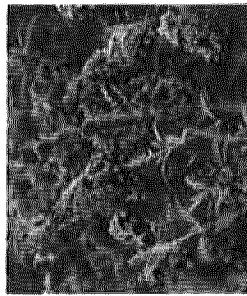


Horizontal Juniper

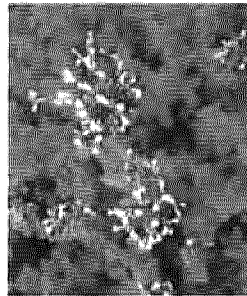


Liriope

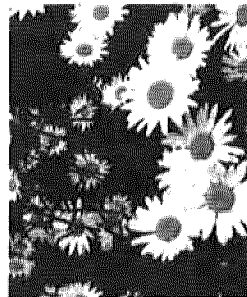
Adaptive



Butterfly Bush



Mexican Oregano



Oxeye Daisy

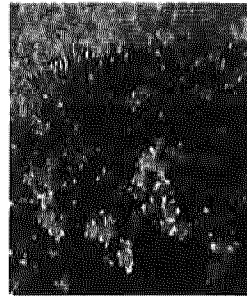


White Yarrow

Vines



Carolina Jessamine



Crossvine

ATTACHMENT K.2 TO EXHIBIT B
Plant Materials Palette

Creekside

Denton, Texas
JULY 2016

Kimley»Horn

5750 Greene Court
Frisco, Texas 75034
972.325-5599
State of Texas Registration No. 4-403

Attachment L to Exhibit B

Parkway Tree List

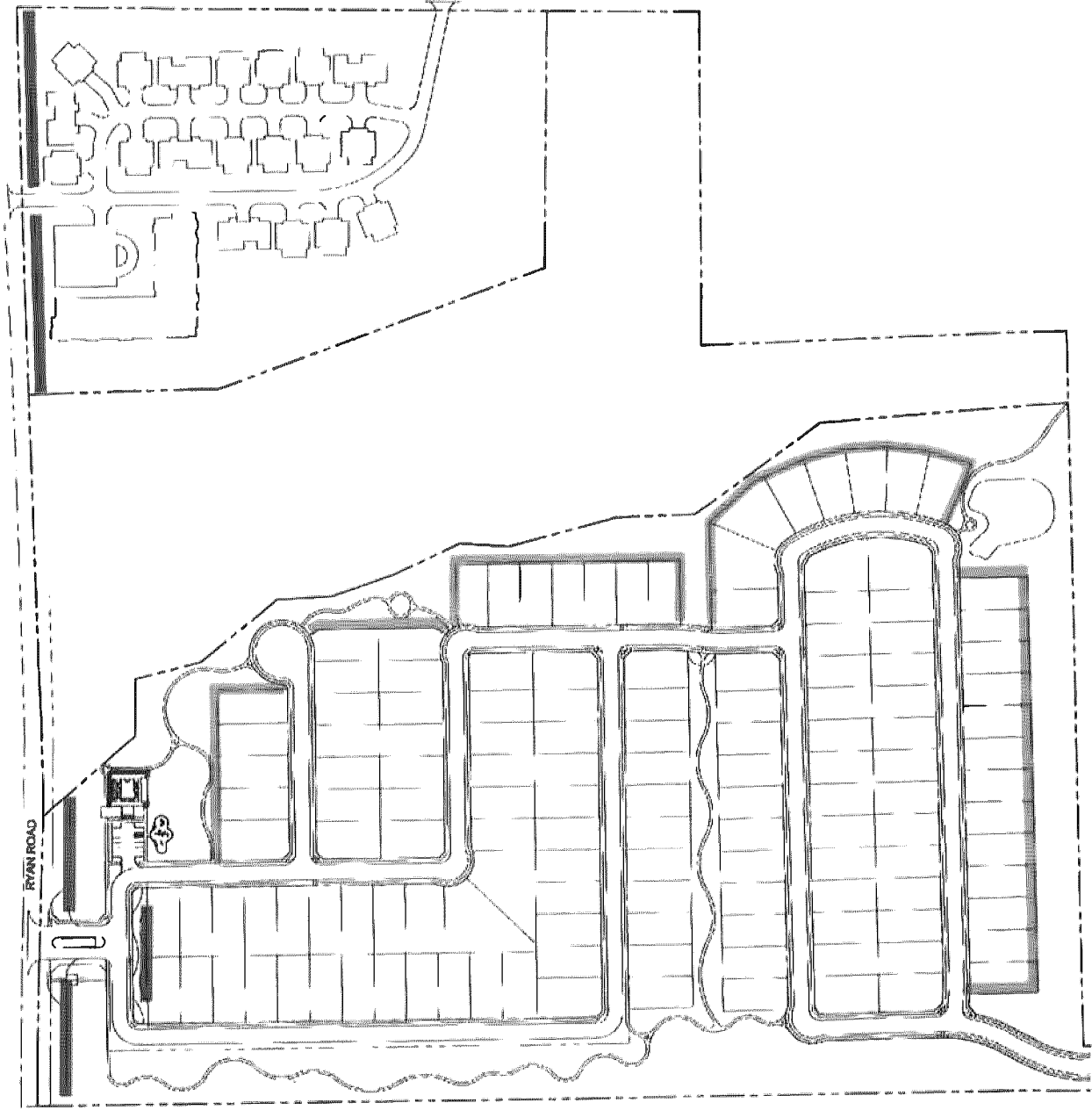
Attachment L to Exhibit B:

The following Trees shall be allowed as Street Trees per the regulations of the PAA:

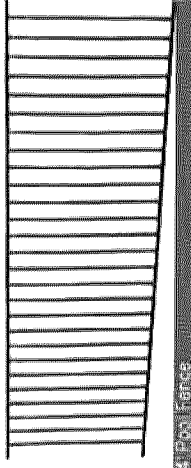
| <u>Common Name</u> | <u>Botanical Name</u> |
|--------------------|---------------------------|
| • Caddo Maple | Acer barbatum "Caddo" |
| • Chinquapin Oak | Quercus muehlenbergii |
| • Live Oak | Quercus virginiana |
| • Texas Red Oak | Quercus shumardi "Texana" |
| • Shumard Oak | Quercus shumardi |
| • Cedar Elm | Ulmus crassifolia |
| • Lacebark Elm | Ulmus parvifolia |
| • Pecan | Carya illinoensis |
| • Bald Cypress | Taxodium distichum |
| • Texas Ash | Fraxinus texensis |
| • Texas Pistache | Pistacia texana |
| • Black Walnut | Juglans nigra |

Attachment M to Exhibit B

Site Fencing Exhibit



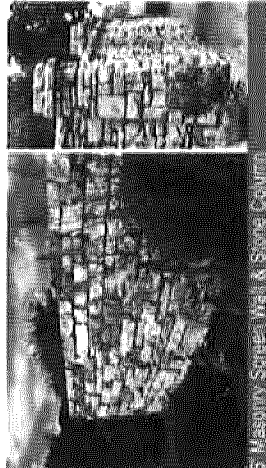
THISTLE
HEDGE



4 Pool Fence



6 Ornamental Iron Fence by House of Iron



5 Masonry Screen Wall & Stone Column

ATTACHMENT M TO EXHIBIT B
Site Fencing Exhibit

Creekside
Denton, Texas
JULY 2016

Kimley»Horn

3700 Creekside Court
Suite 200
Frisco, Texas 75034
972.333.3889
www.kimleyhorn.com Registration No. F-4283