

**AGENDA
 FERRIS CITY COUNCIL
 CITY OF FERRIS
 A GENERAL LAW MUNICIPAL CORPORATION OF THE
 STATE OF TEXAS, ELLIS COUNTY
 AT THE
 COUNCIL CHAMBERS
 215 W. SIXTH STREET, FERRIS, TEXAS 75125
 6:00 P.M. MONDAY, OCTOBER 17, 2016**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FERRIS WILL MEET IN REGULAR SESSION AT 6:00 P.M. ON THE 17th DAY OF OCTOBER, 2016 AT ITS REGULAR MEETING PLACE AT 215 W. SIXTH STREET, FERRIS, TEXAS FOR THE PURPOSE OF CONSIDERING:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<u>COUNCIL BUSINESS</u>		
1.	Call to order.	Ø
	<ul style="list-style-type: none"> • Invocation • Pledge of Allegiance 	
2.	Roll call to determine the presence of a quorum.	1

CONSENT AGENDA – CITY COUNCIL

- | | | |
|----|--|----|
| 3. | All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council. | |
| | ➤ <i>Minutes of October 3 and October 6, 2016.</i> | 2 |
| | ➤ <i>Expenditures for the periods ending September 30, 2016.</i> | 10 |
| | ➤ <i>Discussion, considerations, and action as may be appropriate regarding Resolution No. R-16-204 authorizing the Mayor to execute all documents regarding the sale and purchase of real property.</i> | 23 |

PUBLIC COMMENT

4. The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.

PROCLAMATION

5. Presentation of Proclamation recognizing the month of November as “National American Indian Heritage Month”. 27
 - *Presented by Micheal Driggars, Mayor.*
6. Presentation of Proclamation recognizing the month of November as “National Hospice/Palliative Care Month”. 28
 - *Presented by Micheal Driggars, Mayor.*

RECOGNITION

7. Recognition of William B. Jordan as the new City Manager. Ø

AGREEMENT

8. Discussion, consideration, and action as may be appropriate regarding authorizing the Mayor and City Manager to enter into a professional agreement with Yeldell, Wilson, Wood, and Reeve, P.C. for audit services for the Fiscal Year ending September 30, 2016. 29
 - *Presented by Melissa Gonzalez, Finance Director.*
9. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-16-826 amending the Development Agreement between the City Of Ferris and WUSF 2 Redwood, LP, WUSF 3 Redwood Meadows, LP, and Walton Texas, LP as previously approved by Council in Ordinance No. O-13-744. 45
 - *Presented by Bill Jordan, City Manager.*

10. Discussion, consideration, and action as may be appropriate regarding entering into a contract with Stantec (formerly SJR) for consulting fees not to exceed \$50,000 and authorizing the Mayor to execute all documents relating to Stantec contract. 191

➤ *Presented by Bill Jordan, City Manager.*

NEW BUSINESS

11. Discussion, consideration, and action as may be appropriate regarding the Texas A&M Forest Service grants 205

➤ *Presented by Tom Leverentz, Fire Chief.*

12. Discussion, consideration, and action as may be appropriate regarding entering into a wrecker/towing service contract with one company. 210

➤ *Presented by Eddie Salazar, Police Chief.*

13. Discussion, consideration, and action as may be appropriate regarding trades with a reputable licensed firearms dealer to swap MP5's for AR15's. 245

➤ *Presented by Eddie Salazar, Police Chief.*

14. Discussion, consideration, and action as may be appropriate regarding The City of Ferris Commercial Landfill Pass Standard Operating Procedure. 259

➤ *Presented by Bill Jordan, City Manager.*

EXECUTIVE SESSION

15. Announcement by the presiding officer that a closed meeting will take place as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”. A government body may conduct a closed meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a city officer or employee, or to hear complaints or charges against such officer or employee, unless such officer or employee request a public hearing.

- Discussion regarding hiring a new Community Development Director.

16. Adjourn the Public Meeting. ∅

17. Conduct Executive Session as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”.

- Discussion, consideration, and action as may be appropriate regarding hiring a new Community Development Director.

18. Reconvene into Open Session. ∅

19. Action as a result of above-listed Executive Session. ∅

WORK SESSION

20. Conduct a work session to discuss the overview and direction of the City of Ferris. 261

CLOSING

21. Adjourn. ∅

Executive Session Reservation

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gift), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits) and 551.087 (Deliberation Regarding Economic Development Negotiations).

Disability Assistance and Accommodation

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at (972) 544-2110 two working days prior to the meeting so that appropriate arrangements can be made.

I, CALLIE GREEN, HEREBY CERTIFY
THE FOREGOING NOTICE WAS
POSTED ON OR BEFORE THE 14th DAY
OF OCTOBER, 2016 BY 5:00 P.M.

CALLIE GREEN
CITY SECRETARY



City Council

Meeting Attendance Record
2016-2017

City Council		Sept		Oct.		Nov.		Dec.		Jan.		Feb.		Mar.		Apr.		May		Jun.		Jul.		Aug.	
Title	Name	17	26	3	6	17	7	21	5	19															
Mayor	Micheal Driggars	p	p	P	P																				
Alderman, Place 1	Clayton Hunter	p	p	A	P																				
Mayor Pro Tem	Jay Walsh	p	p	P	P																				
Alderman, Place 3	Bobby Lindsey	p	p	P	P																				
Alderman, Place 4	James Swafford	p	p	P	P																				
Alderman, Place 5	Carol Wright	p	p	P	P																				
Total:		6	6	5	6																				

City Staff		Sept.		Oct.		Nov.		Dec.		Jan.		Feb.		Mar.		Apr.		May		Jun.		Jul.		Aug.	
Title	Name	17	26	3	6	17	7	21	5	19															
City Manager	Bill Jordan	NA	NA	NA	NA																				
City Secretary	Callie Green	NA	p	P	P																				
City Attorney	Kent Hofmeister	NA	NA	NA	NA																				
I.T. Director	Doug Childers	NA	NA	P	P																				
Finance Director	Melissa Gonzalez	NA	NA	P	NA																				
Library Director	Kathy Harrington	NA	NA	NA	NA																				
Chief Building Official	VACANT	NA	NA	P	NA																				
Interim Fire Chief	Tom Leverentz	NA	NA	P	NA																				
Police Chief	Eddie Salazar	NA	NA	P	NA																				
Pub. Wrks.Superindent	Eric Moss	NA	NA	P	NA																				
Total:		0	2	8	2																				

Mayor, "Will the City Secretary call the roll?"
The City Secretary calls each Member's position and name.
They respond if they are present.
 City Secretary, "Mayor, a quorum is present."

P		Present
A		Absent

**STATE OF TEXAS
COUNTY OF ELLIS**

THE FERRIS CITY COUNCIL MET IN A REGULAR CALLED SESSION OCTOBER 3, 2016 AT 5:00 P.M. IN THE COUNCIL CHAMBERS LOCATED AT 215 W. SIXTH STREET, FERRIS, TEXAS.

MEMBER ATTENDANCE		
Mayor	Micheal Driggars	P
Alderman, Place 1	Clayton Hunter	A
Mayor Pro Tem, Place 2	Jay Walsh	P
Alderman, Place 3	Bobby Lindsey	P
Alderman, Place 4	James Swafford	P
Alderman, Place 5	Carol Wright	P

STAFF ATTENDANCE		
City Manager		Na
City Secretary	Callie Green	P
City Attorney	Kent Hofmeister	A
I.T. Director	Doug Childers	P
Finance Director	Melissa Gonzalez	P
Library Director	Kathy Harrington	A
Chief Building Official	Bill Jordan	P
Fire Chief	Tom Leverentz	P
Budget/H.R. Director	Trudy Lewis	P
Police Chief	Eddie Salazar	P
Public Works Superintendent	Eric Moss	P

COUNCIL BUSINESS

1. Call to order.

- **Invocation**
- **Pledge of Allegiance**

Mayor Driggars called the meeting to order at 5:00 P.M. The invocation was given by Doug Childers, I.T. Director.

2. Roll call to determine the presence of a quorum.

City Secretary, Callie Green called roll and determined that a quorum was present.

EXECUTIVE SESSION

3. **Announcement by the presiding officer that a closed meeting will take place as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”. A governmental body may conduct a closed meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a city officer or employee, or to hear complaints or charges against such officer or employee, unless such officer or employee request a public hearing.**

- **City Council to conduct employment interviews for the City Manager candidates.**

4. **Adjourn the Public Meeting.**

Mayor, Micheal Driggars adjourned the public meeting at 5:02 P.M.

5. **Conduct Executive Session as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”.**

- **City Council to conduct employment interviews for the City Manager candidates.**

6. **Reconvene into Open Session.**

Mayor, Micheal Driggars reconvened into open session at 5:32 P.M.

7. **Action as a result of above-listed Executive Session.**

Mayor, Micheal Driggars announced City Council will continue to move forward with interviews October 6, 2016 at 6:00 P.M.

CONSENT AGENDA – CITY COUNCIL

8. **All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.**

- **Minutes of September 12, September 17, and September 26, 2016.**
- **Expenditures for periods ending September 19, 2016.**

Mayor Pro Tem Walsh moved to approve the Consent Agenda as presented. Seconded by Alderman Swafford. For: Unanimous. Motion carried 4-0-0.

PUBLIC COMMENT

9. **The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.**

Alderman Swafford spoke and recognized Carol Wright as the 2016 Ferris Pioneer of the year. Also, Thanked the Lions Club and City Staff for another great year.

Jessica Welling spoke regarding the library and fees for non-residence. Children that attend Ferris schools that live outside City limits should be allowed to use the Library for books. No child should be without books.

INTRODUCTIONS

10. **Introduction of new Fire Department Captain: Phil Miller.**

Tom Leverentz, Fire Chief introduced Phil Miller as the new Captain for the City of Ferris Fire Department.

PRESENTATIONS

11. **Presentation of Bond Financing options.**

Sara Cheek and Boyd London from FirstSouthwest, presented to Council Bond Financing. Mayor and Council would like further direction from staff.

12. **Presentation of the Texas Open Meetings Act.**

Alan Lathrom from Brown and Hofmeister, presented to Council and Staff the Texas Open Meetings Act.

AGREEMENT

- 13. Discussion, consideration, and action as may be appropriate regarding authorizing the Mayor and City Manager to enter into a professional agreement with Yeldell, Wilson, Wood, and Reeve, P.C. for audit services for the Fiscal Year ending September 30, 2016.**

Melissa Gonzalez, Finance Director asked that this item be tabled for a future Council meeting due to the Audit agreement not being completed.

Alderman Lindsey tabled for a future Agenda. Seconded by Alderman Wright. For. Unanimous. Motion carried 4-0-0.

NEW BUSINESS

- 14. Discussion, consideration, and action as may be appropriate regarding the donation of five City owned computers to a local non-profit organization.**

Doug Childers, I.T. Director addressed Council on the five computers being donated. Doug will get with City Attorney, Kent Hofmeister about the City being able to donate.

Mayor Pro Tem Walsh makes a motion to go ahead and donate five computers. Seconded by Alderman Lindsey. For: Unanimous. Motion Carried 4-0-0.

- 15. Discussion, consideration, and action as may be appropriate regarding City owned property.**

Bill Jordan, Chief Building Official presented to Council. Council would like a more comprehensive list.

Mayor Pro Tem Walsh makes a motion for a more comprehensive property list/study on vacant lots. Seconded by Alderman Wright. For: Unanimous. Motion carried 4-0-0.

CLOSING

- 16. Adjourn**

Alderman Wright moved to adjourn the meeting. Seconded by Alderman Swafford. For: Unanimous. Motion carried 4-0-0. With no further business to come before the Council, Mayor, Micheal Driggars adjourned the meeting at 7:51 P.M.

APPROVED THIS THE 17th DAY OF OCTOBER, 2016.

Micheal L. Driggars, Mayor

ATTEST:

APPROVED AS TO FORM:

Callie Green, City Secretary

Kent Hofmeister, City Attorney

**STATE OF TEXAS
COUNTY OF ELLIS**

THE FERRIS CITY COUNCIL MET IN A SPECIAL CALLED SESSION OCTOBER 6, 2016 AT 6:00 P.M. IN THE COUNCIL CHAMBERS LOCATED AT 215 W. SIXTH STREET, FERRIS, TEXAS.

MEMBER ATTENDANCE		
Mayor	Micheal Driggars	P
Alderman, Place 1	Clayton Hunter	P
Mayor Pro Tem, Place 2	Jay Walsh	P
Alderman, Place 3	Bobby Lindsey	P
Alderman, Place 4	James Swafford	P
Alderman, Place 5	Carol Wright	P

STAFF ATTENDANCE		
City Manager		Na
City Secretary	Callie Green	P
City Attorney	Kent Hofmeister	A
I.T. Director	Doug Childers	P
Finance Director	Melissa Gonzalez	A
Library Director	Kathy Harrington	A
Chief Building Official	Bill Jordan	A
Fire Chief	Tom Leverentz	A
Budget/H.R. Director	Trudy Lewis	A
Police Chief	Eddie Salazar	A
Public Works Superintendent	Eric Moss	A

COUNCIL BUSINESS

1. Call to order.

- **Invocation**
- **Pledge of Allegiance**

Mayor Driggars called the meeting to order at 6:00 P.M. The invocation was given by Doug Childers, I.T. Director.

2. Roll call to determine the presence of a quorum.

City Secretary, Callie Green called roll and determined that a quorum was present.

EXECUTIVE SESSION

3. **Announcement by the presiding officer that a closed meeting will take place as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”. A governmental body may conduct a closed meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a city officer or employee, or to hear complaints or charges against such officer or employee, unless such officer or employee request a public hearing.**

- **City Council to conduct employment interviews for the City Manager candidates.**

4. **Adjourn the Public Meeting.**

Mayor, Micheal Driggars adjourned the public meeting at 6:01 P.M.

5. **Conduct Executive Session as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”.**

- **City Council to conduct employment interviews for the City Manager candidates.**

6. **Reconvene into Open Session.**

Mayor, Micheal Driggars reconvened into open session at 7:47 P.M.

7. **Action as a result of above-listed Executive Session.**

Alderman Swafford made a motion to hire William Jordan as City Manager. Seconded by Alderman Hunter. For: Swafford, Hunter, Wright. Against: Walsh, Lindsey. Motion carried 3-2-0.

CLOSING

8. **Adjourn**

Alderman Swafford moved to adjourn the meeting. Seconded by Alderman Hunter. For: Unanimous. Motion carried 5-0-0. With no further business to come before the Council, Mayor, Micheal Driggars adjourned the meeting at 7:50 P.M.

APPROVED THIS THE 17th DAY OF OCTOBER, 2016.

Micheal L. Driggars, Mayor

ATTEST:

APPROVED AS TO FORM:

Callie Green, City Secretary

Kent Hofmeister, City Attorney

**City of Ferris
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
Non-Departmental											
30	Office of Attorney General/Tx Child Support SDU, P O Box 659791, San Antonio, TX, 78265-9										
PR958	09/30/16	Payroll from 9/12/2016 to 9/25/2016			09/30/16	\$145.38	\$145.38	10-00-2029	Child Support	\$0.00	(\$145.38)
PR958	09/30/16	Payroll from 9/12/2016 to 9/25/2016			09/30/16	\$282.00	\$282.00	80-00-2029	Child Support Payable	\$0.00	(\$282.00)
						\$427.38					
38	Texas Municipal Retirement System, P O Box 149153, Austin, TX, 78714										
09-2016	09/30/16	Employee Share TMRS for September			09/30/16	\$8,310.81	\$8,310.81	10-00-2024	Employee Share TMRS	\$0.00	(\$8,310.81)
09-2016	09/30/16	City Share TMRS for September			09/30/16	\$11,302.57	\$11,302.57	10-00-2034	City Share TMRS	\$0.00	(\$11,302.57)
09-2016	09/30/16	Employee Share TMRS for September			09/30/16	\$839.64	\$839.64	80-00-2024	Employee Share TMRS	\$0.00	(\$839.64)
09-2016	09/30/16	City Share TMRS for September			09/30/16	\$1,141.92	\$1,141.92	80-00-2034	City Share TMRS	\$0.00	(\$1,141.92)
						\$21,594.94					
39	Ellis County Teach/Emp FCU, P O Box 308, Waxahachie, TX, 75168										
PR958	09/30/16	Payroll from 9/12/2016 to 9/25/2016			09/30/16	\$584.62	\$584.62	10-00-2028	Credit Union Payable	\$0.00	(\$584.62)
						\$584.62					
575	Card Service Center, P O Box 569100, Dallas, TX, 75356										
0006-09072016	09/07/16	FRAUD CHARGES ON D CHILDERS CARD			09/07/16	(\$764.77)	(\$764.77)	10-00-1309	Deferred - Other	\$0.00	\$59,051.47
0187-09072016	09/07/16	Simplemobile-FRAUD CHARGE			09/07/16	\$44.78	\$44.78	10-00-1309	Deferred - Other	\$0.00	\$59,051.47
						(\$719.99)					
612	Colonial Supplemental Insurance Co., P. O. Box 903, Columbia, SC, 29202-0903										
09-2016	09/29/16	Colonial Payable for September			09/29/16	\$671.19	\$671.19	10-00-2061	Colonial Payable	\$0.00	(\$671.19)
						\$671.19					
						\$22,558.14					
Total Non-Departmental											
City Council											
48	Waxahachie Daily Light, P O Box 877, Waxahachie, TX, 75168										
00050362	09/25/16	2016-2017 Budget Public Hearing			09/25/16	\$80.97	\$80.97	10-10-4365	Advertisement & Notices	\$2,500.00	\$627.16
						\$80.97					
808	Hunter, Clayton, 204 S. Mabel St., Ferris, TX, 75125										
09302016	09/30/16	Quarterly Stipend Payment July-Sept			09/30/16	\$125.00	\$125.00	10-10-4116	Part Time Salaries/Wage	\$4,200.00	\$1,150.00
						\$125.00					
1205	Wright, Carol, P O Box 226, Ferris, TX, 75125										
09302016	09/30/16	Quarterly Stipend Payment July-Sept			09/30/16	\$125.00	\$125.00	10-10-4116	Part Time Salaries/Wage	\$4,200.00	\$1,150.00
						\$125.00					
1249	Lindsey, Bobby G, 707 S Wood Street, Ferris, TX, 75125										
09302016	09/30/16	Quarterly Stipend Payment July-Sept			09/30/16	\$125.00	\$125.00	10-10-4116	Part Time Salaries/Wage	\$4,200.00	\$1,150.00

**City of Ferris
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
							\$125.00					
2099	Driggars, Micheal, 208 E 7th St, Ferris, TX, 75125	09302016	09/30/16	Quarterly Stipend Payment July-Sept	09/30/16	\$250.00	\$250.00	10-10-4116	Part Time Salaries/Wage	\$4,200.00	\$1,150.00	
							\$250.00					
2100	Walsh, Jay, 108 S Baker, Ferris, TX, 75125	09302016	09/30/16	Quarterly Stipend Payment July-Sept	09/30/16	\$100.00	\$100.00	10-10-4116	Part Time Salaries/Wage	\$4,200.00	\$1,150.00	
							\$100.00					
3167	Swafford, James T, 607 Jennie Marie Circle, Ferris, TX, 75125	09302016	09/30/16	Quarterly Stipend Payment July-Sept	09/30/16	\$125.00	\$125.00	10-10-4116	Part Time Salaries/Wage	\$4,200.00	\$1,150.00	
							\$125.00					
Total City Council							\$930.97					

City Manager

8	Reserve Account-Postage Meter, P O Box 223648, Pittsburgh, PA, 15250-2648	34521971-0410201	07/18/16	Postage & Freight	08/17/16	\$70.48	\$70.48	10-11-4301	Postage & Freight	\$1,000.00	\$551.47	
							\$70.48					
15	Verizon Southwest, P O Box 920041, Dallas, TX, 75392-0041	9770925389-00006	08/18/16	Telephone Service & MiFi Service	09/12/16	\$37.99	\$37.99	10-11-4355	Telephone Service & MiF	\$8,000.00	(\$4,848.71)	
		9770925390-00007	08/18/16	Telephone Service & MiFi Service	09/12/16	\$37.99	\$37.99	10-11-4355	Telephone Service & MiF	\$8,000.00	(\$4,848.71)	
							\$75.98					
110	Bee-Jay Business Forms & Supplies, 107 S Main St., Ferris, TX, 75125	028281-00	09/14/16	Envelopes	10/14/16	\$170.00	\$170.00	10-11-4318	Printing & Binding	\$500.00	(\$1,529.23)	
							\$170.00					
575	Card Service Center, P O Box 569100, Dallas, TX, 75356	0369-09072016	09/07/16	Subway	09/07/16	\$104.99	\$104.99	10-11-4251	Food Supplies & Ice	\$2,000.00	(\$210.15)	
		00006-09162016	09/07/16	Replacement Toner for City Hall	09/07/16	\$180.02	\$180.02	10-11-4299	Miscellaneous Supplies	\$750.00	\$427.69	
		0369-09072016	09/07/16	Hobby Lobby	09/07/16	\$266.00	\$266.00	10-11-4299	Miscellaneous Supplies	\$750.00	\$427.69	
		0369-09072016	09/07/16	Full Identity	09/07/16	\$49.50	\$49.50	10-11-4299	Miscellaneous Supplies	\$750.00	\$427.69	
		0237-09072016	09/07/16	Denny's (Meeting with D Edwards of Community Services, Inc)	09/07/16	\$28.87	\$28.87	10-11-4390	Marketing/Promotional A	\$1,200.00	\$441.87	
		0203-09072016	09/07/16	Rolands Nursery-Plants for City Hall	09/07/16	\$450.00	\$450.00	10-11-4912	City Manager Reserve	\$25,000.00	\$12,071.84	
							\$1,079.38					
752	Office Depot, P O Box 88040, Chicago, IL, 60680-1040	829077442001	03/18/16	Glue Sticks	04/17/16	\$3.09	\$3.09	10-11-4221	General Office Supplies	\$1,450.00	\$51.07	
		860843216001	08/30/16	Paper	09/29/16	\$34.99	\$34.99	10-11-4221	General Office Supplies	\$1,450.00	\$51.07	
		861045523001	08/30/16	Coffee	09/29/16	\$11.99	\$11.99	10-11-4251	Food Supplies & Ice	\$2,000.00	(\$210.15)	

11

**City of Ferris
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
							\$50.07					
1095	Cross Country Pest Control, Inc, 306 S. Elm, Waxahachie, TX, 75165											
39240	09/15/16	Pest Control Service for July-Sept			09/15/16	\$120.00	\$120.00	10-11-4349	Pest Control Service	\$500.00	\$140.00	
							\$120.00					
2013	Blackland Building Supply, Inc., 1701 S Kaufman St., Ennis, TX, 75119											
1609-055600	09/08/16	Blasting Sand			09/08/16	\$63.91	\$63.91	10-11-4912	City Manager Reserve	\$25,000.00	\$12,071.84	
1609-056533	09/12/16	Blasting Sand			09/12/16	\$73.04	\$73.04	10-11-4912	City Manager Reserve	\$25,000.00	\$12,071.84	
1609-057056	09/14/16	Blasting Sand			09/14/16	\$73.04	\$73.04	10-11-4912	City Manager Reserve	\$25,000.00	\$12,071.84	
							\$209.99					
2270	Ferris Auto Supply, PO Box 442, Ferris, TX, 75125											
09152016	09/15/16	Paintbrushes & Paint Trays for Gazebo			09/15/16	\$56.25	\$56.25	10-11-4912	City Manager Reserve	\$25,000.00	\$12,071.84	
							\$56.25					
2287	Nevill Financial Leasing, PO Box 13604, Philadelphia, PA, 19101-3604											
14397229	09/19/16	Copy Machine Lease			09/19/16	\$449.24	\$449.24	10-11-4342	Copy Machine Lease/Mai	\$6,000.00	(\$1,252.38)	
							\$449.24					
Total City Manager							\$2,281.39					
Finance												
8	Reserve Account-Postage Meter, P O Box 223648, Pittsburgh, PA, 15250-2648											
34521971-0410201	07/18/16	Postage & Freight			08/17/16	\$30.70	\$30.70	10-16-4301	Postage & Freight	\$900.00	\$77.84	
							\$30.70					
15	Verizon Southwest, P O Box 920041, Dallas, TX, 75392-0041											
9770925391-00009	08/18/16	MiFi Service			09/12/16	\$39.08	\$39.08	10-16-4355	Telephone Service & MiF	\$5,500.00	\$4,414.26	
							\$39.08					
575	Card Service Center, P O Box 569100, Dallas, TX, 75356											
0161-09072016	09/07/16	Square Cube Testing Fee			09/07/16	\$1.00	\$1.00	10-16-4378	Banking Admin Expense	\$350.00	\$242.13	
0161-09072016	09/07/16	TML-Training for M Gonzalez			09/07/16	\$295.00	\$295.00	10-16-4382	Professional Training	\$1,200.00	\$1,020.00	
0161-09072016CR	09/07/16	TML-Training for M Gonzalez (did not attend)			09/07/16	(\$220.00)	(\$220.00)	10-16-4382	Professional Training	\$1,200.00	\$1,020.00	
							\$76.00					
752	Office Depot, P O Box 88040, Chicago, IL, 60680-1040											
860183387001	08/26/16	USB			09/25/16	\$15.84	\$15.84	10-16-4221	General Office Supplies	\$500.00	\$169.34	
							\$15.84					
Total Finance							\$161.62					

City of Ferris
Council Approval Report
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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
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Code Compliance

8 Reserve Account-Postage Meter, P O Box 223648, Pittsburgh, PA, 15250-2648

34521971-0410201	07/18/16	Postage & Freight	08/17/16	\$14.17	\$14.17	10-18-4301	Postage & Freight	\$900.00	\$814.39
							\$14.17		

15 Verizon Southwest, P O Box 920041, Dallas, TX, 75392-0041

9770925389-00006	08/18/16	Telephone Service & MiFi Service	09/12/16	\$37.99	\$37.99	10-18-4355	Telephone Service & MiF	\$460.00	\$460.00
9770925390-00007	08/18/16	Mobile Phone Service	09/12/16	\$50.86	\$50.86	10-18-4356	Mobile Phone Service	\$640.00	\$81.19
							\$88.85		

575 Card Service Center, P O Box 569100, Dallas, TX, 75356

0203-09072016	09/07/16	Red Oak Express Wash-Car Wash	09/07/16	\$10.00	\$10.00	10-18-4266	Vehicle Supplies/Detailin	\$500.00	\$500.00
0203-09072016	09/07/16	USPS-Certified Letter	09/07/16	\$6.47	\$6.47	10-18-4301	Postage & Freight	\$900.00	\$814.39
0203-09072016	09/07/16	USPS	09/07/16	\$23.71	\$23.71	10-18-4301	Postage & Freight	\$900.00	\$814.39
0203-09072016	09/07/16	USPS	09/07/16	\$272.16	\$272.16	10-18-4301	Postage & Freight	\$900.00	\$814.39
0161-09072016	09/07/16	TML-Training for B Jordan	09/07/16	\$295.00	\$295.00	10-18-4382	Professional Training	\$500.00	\$235.10
							\$607.34		

3197 Hughes, RoDerrick, 517 Rushy Creek Trail, Red Oak, TX, 75154

09232016	09/23/16	Reimburse for Travel Expenses to Pick up Supplies	09/23/16	\$25.92	\$25.92	10-18-4383	Travel Expense	\$500.00	\$9.08
							\$25.92		

Total Code Compliance

\$736.28

Parks

2270 Ferris Auto Supply, PO Box 442, Ferris, TX, 75125

09152016	09/15/16	Clear Glass Cover	09/15/16	\$3.18	\$3.18	10-20-4299	Miscellaneous Supplies	\$50.00	\$21.40
							\$3.18		

Total Parks

\$3.18

Senior Services

60 Wal-mart, P O Box 530934, #6032202000604091, Atlanta, GA, 30353-0934

09162016	09/16/16	Food Supplies & Ice	10/16/16	\$103.25	\$103.25	10-30-4251	Food Supplies & Ice	\$6,000.00	\$1,369.91
							\$103.25		

530 Wickliffe, Sammyie, 204 Redbud, Ferris, TX, 75125

07222016	07/22/16	Reimburse for Seniors	07/22/16	\$6.00	\$6.00	10-30-4251	Food Supplies & Ice	\$6,000.00	\$1,369.91
08292016	08/29/16	Reimburse for Seniors	08/29/16	\$8.00	\$8.00	10-30-4251	Food Supplies & Ice	\$6,000.00	\$1,369.91
09222016	09/22/16	Reimburse for Seniors Expense	09/22/16	\$196.29	\$196.29	10-30-4251	Food Supplies & Ice	\$6,000.00	\$1,369.91

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		08-2016	08/31/16	Reimburse for Travel Expense	08/31/16	\$49.57	\$49.57	10-30-4383	Travel Expense	\$600.00	\$297.11
							\$259.86				
3196		First Baptist Ferris, 304 W 5th St/PO Box 253, Ferris, TX, 75125									
		09-2016	09/29/16	Building Lease/Rental for September	09/29/16	\$300.00	\$300.00	10-30-4337	Building Lease/Rental	\$3,600.00	(\$400.00)
							\$300.00				
Total Senior Services							\$663.11				

Library

8		Reserve Account-Postage Meter, P O Box 223648, Pittsburgh, PA, 15250-2648									
		34521971-0410201	07/18/16	Postage & Freight	08/17/16	\$5.11	\$5.11	10-32-4301	Postage & Freight	\$450.00	\$210.90
							\$5.11				
151		The Library Store, Inc., 112 E. South St., P. O. Box 964, Tremont, IL, 61568									
		226197	09/22/16	Laminating Pouch/Bar Code Label Protectors/Classification Labels	10/22/16	\$48.79	\$48.79	10-32-4221	General Office Supplies	\$1,100.00	\$659.00
		226197	09/22/16	Postage & Freight	10/22/16	\$12.31	\$12.31	10-32-4301	Postage & Freight	\$450.00	\$210.90
		226197	09/22/16	Easel/Bookends	10/22/16	\$45.12	\$45.12	10-32-4461	Furniture & Fixtures	\$2,500.00	\$2,063.03
							\$106.22				
302		Baker & Taylor Books, P O Box 277930, Atlanta, GA, 30384-7930									
		5014255492	09/08/16	Books	09/08/16	\$45.82	\$45.82	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
		5014261458	09/14/16	Books	09/14/16	\$156.25	\$156.25	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
							\$202.07				
405		Gale(Cengage Learning), P O Box 95501, Chicago, IL, 60694-5501									
		58879115	09/08/16	Books	10/08/16	\$74.07	\$74.07	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
							\$74.07				
575		Card Service Center, P O Box 569100, Dallas, TX, 75356									
		0146-09072016	09/07/16	Amazon-Books	09/07/16	\$233.60	\$233.60	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
		0146-09072016	09/07/16	Barnes & Noble-Books	09/07/16	\$342.77	\$342.77	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
		0146-09072016	09/07/16	Barnes & Noble-Books	09/07/16	\$344.73	\$344.73	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
		0146-09072016	09/07/16	Amazon-Books (Barrett/Cottongame)	09/07/16	\$19.18	\$19.18	10-32-4234	Donations Expense	\$0.00	(\$74.07)
		0146-09072016	09/07/16	Barnes & Noble-Books (wiliford/Cottongame)	09/07/16	\$45.00	\$45.00	10-32-4234	Donations Expense	\$0.00	(\$74.07)
							\$985.28				
752		Office Depot, P O Box 88040, Chicago, IL, 60680-1040									
		861669193001	09/02/16	DVD/Receipt Book	10/02/16	\$34.59	\$34.59	10-32-4221	General Office Supplies	\$1,100.00	\$659.00
		862854600001	09/08/16	Paper	10/08/16	\$58.98	\$58.98	10-32-4221	General Office Supplies	\$1,100.00	\$659.00
		8616693900001	09/01/16	Headphones	10/01/16	\$93.00	\$93.00	10-32-4228	Audio Visual Supplies	\$400.00	\$150.34
							\$186.57				

City of Ferris
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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
2233 Ingram Library Services, PO Box 277616, Atlanta, GA, 30384											
	64773265	09/09/16	Books		09/09/16	\$15.89	\$15.89	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
	94773264	09/09/16	Books		09/09/16	\$50.62	\$50.62	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
	94789289	09/12/16	Books		09/12/16	\$285.88	\$285.88	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
	94820280	09/13/16	Books		09/13/16	\$30.20	\$30.20	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
	94820281	09/13/16	Books		09/13/16	\$40.52	\$40.52	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
	94832400	09/14/16	Books		09/14/16	\$9.00	\$9.00	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
	94851138	09/15/16	Books		09/15/16	\$11.77	\$11.77	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
	94851139	09/15/16	Books		09/15/16	\$74.30	\$74.30	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
	94874518	09/16/16	Books		09/16/16	\$314.84	\$314.84	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
	94880518	09/16/16	Books		09/16/16	\$10.06	\$10.06	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35
	94889849	09/18/16	Books & Pamphlets		09/18/16	\$10.59	\$10.59	10-32-4227	Books & Pamphlets	\$15,500.00	\$1,987.35

\$853.67

Total Library

\$2,412.99

Main Street

2021 Americase, PO Box 674285, Dallas, TX, 75267-4285											
	120762	09/26/16	Pioneer Day Banner		09/26/16	\$229.00	\$229.00	10-34-4390	Marketing/Promotional A	\$8,500.00	\$5,987.78

\$229.00

Total Main Street

\$229.00

Fire

15 Verizon Southwest, P O Box 920041, Dallas, TX, 75392-0041											
	9770925388-00002	08/18/16	Telephone Service & MiFi Service		09/12/16	\$75.98	\$75.98	10-40-4355	Telephone Service & MiF	\$2,700.00	(\$39.66)

\$75.98

575 Card Service Center, P O Box 569100, Dallas, TX, 75356											
	0302-09072016	09/07/16	Dollar General-Batteries		09/07/16	\$34.64	\$34.64	10-40-4235	Batteries	\$400.00	\$228.62
	0302-09072016	09/07/16	Family Dollar-Household Supplies		09/07/16	\$17.86	\$17.86	10-40-4237	Household Supplies	\$200.00	(\$60.39)
	0302-09072016	09/07/16	Family Dollar-Household Supplies		09/07/16	\$14.94	\$14.94	10-40-4237	Household Supplies	\$200.00	(\$60.39)
	0302-09072016	09/07/16	Walmart		09/07/16	\$19.88	\$19.88	10-40-4251	Food Supplies & Ice	\$1,500.00	\$968.23
	0302-09072016	09/07/16	Brookshire Brothers		09/07/16	\$22.59	\$22.59	10-40-4251	Food Supplies & Ice	\$1,500.00	\$968.23
	0302-09072016	09/07/16	On Time Design-Shirts for Volunteers		09/07/16	\$619.92	\$619.92	10-40-4253	Volunteer Appreciation	\$7,000.00	\$2,769.03
	0302-09072016	09/07/16	USPS		09/07/16	\$18.80	\$18.80	10-40-4301	Postage & Freight	\$100.00	(\$165.16)
	0302-09072016	09/07/16	Carlisle-Absorber		09/07/16	\$162.16	\$162.16	10-40-4312	Heavy Equipment Repair	\$10,000.00	\$4,582.72
	0302-09072016	09/07/16	NFPA-Membership		09/07/16	\$175.00	\$175.00	10-40-4366	Publications & Subscripti	\$250.00	\$223.22
	0302-09072016	09/07/16	DirectTV-Service 08/27-09/26		09/07/16	\$103.16	\$103.16	10-40-4366	Publications & Subscripti	\$250.00	\$223.22

\$1,188.95

**City of Ferris
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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
1165 Metro Fire Apparatus Specialists, Inc., 1745 Parana Dr, Houston, TX, 77080-7115		99769-1	07/15/16	Red Pistol & Bell Grips	07/15/16	\$495.00	\$495.00	10-40-4213	Minor Hand Tools	\$750.00	\$432.60
		102390-1	09/13/16	Repairs on Unit E-101	09/13/16	\$443.93	\$443.93	10-40-4312	Heavy Equipment Repair	\$10,000.00	\$4,582.72
							\$938.93				
1273 Hoyt Breathing Air Products, P O Box 972573, Dallas, TX, 75397-2573		018183	07/20/16	Preformed Packing & Latch	08/19/16	\$34.35	\$34.35	10-40-4310	Small Equipment Repair	\$750.00	\$146.83
							\$34.35				
2287 Nevill Financial Leasing, PO Box 13604, Philadelphia, PA, 19101-3604		14387309	09/12/16	Copy Machine Lease	09/12/16	\$206.00	\$206.00	10-40-4342	Copy Machine Lease/Mai	\$200.00	(\$762.86)
							\$206.00				
2688 On Time Designs and Printing, 103 N Main Street, Red Oak, TX, 75154		6694	09/15/16	Decals for Squad/Chief & Brush Truck	09/15/16	\$241.40	\$241.40	10-40-4312	Heavy Equipment Repair	\$10,000.00	\$4,582.72
							\$241.40				
3085 Williams Scotsman Inc., PO Box 91975, Chicago, IL, 60693-1975		99171170	09/26/16	Modular Buildings for Fire	09/26/16	\$1,469.50	\$1,469.50	10-40-4420	Building/Construction Im	\$100,973.16	(\$7,970.43)
							\$1,469.50				
3136 Rainbow Paint & Body, Inc., 324 Moreview Street, Red Oak, TX, 75154		4679	09/20/16	Repairs to 2003 Ford F350	09/20/16	\$1,558.00	\$1,558.00	10-40-4311	Vehicle Repairs - Outside	\$16,750.00	\$14,906.99
							\$1,558.00				
3217 Hawksnest, 429 N State Hwy 342, Red Oak, TX, 75154		4796-26	09/09/16	11 Patches	09/09/16	\$55.00	\$55.00	10-40-4259	Clothing & Uniforms	\$7,500.00	\$3,264.91
							\$55.00				
Total Fire							\$5,768.11				
EMS											
575 Card Service Center, P O Box 569100, Dallas, TX, 75356		0302-09072016	09/07/16	CVS-Batteries	09/07/16	\$34.62	\$34.62	10-43-4235	Batteries	\$500.00	\$500.00
							\$34.62				
Total EMS							\$34.62				
Police Administration											
8 Reserve Account-Postage Meter, P O Box 223648, Pittsburgh, PA, 15250-2648		34521971-0410201	07/18/16	Postage & Freight	08/17/16	\$80.28	\$80.28	10-50-4301	Postage & Freight	\$500.00	\$83.91
							\$80.28				

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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
15 Verizon Southwest, P O Box 920041, Dallas, TX, 75392-0041		9770925387-00001	07/18/16	MiFi Service	08/12/16	\$113.97	\$113.97	10-50-4355	Telephone Service & MiF	\$6,500.00	(\$1,197.28)
							\$113.97				
575 Card Service Center, P O Box 569100, Dallas, TX, 75356		0278-090716	09/07/16	Brookshire Brothers	09/07/16	\$98.78	\$98.78	10-50-4470	City Awards Banquet & C	\$338.18	\$338.18
		0278-090716	09/07/16	Walmart	09/07/16	\$188.28	\$188.28	10-50-4470	City Awards Banquet & C	\$338.18	\$338.18
		0278-090716	09/07/16	Nat'l Night Out Event	09/07/16	\$396.00	\$396.00	10-50-4472	Nat'l Night Out Event	\$1,161.82	(\$1,219.25)
							\$683.06				
752 Office Depot, P O Box 88040, Chicago, IL, 60680-1040		862543464001	09/07/16	Tabs/Pens/Tape/Folders/Notebooks/Clips	10/07/16	\$146.69	\$146.69	10-50-4221	General Office Supplies	\$1,750.00	\$186.68
		862543573001	09/07/16	Index Cards	10/07/16	\$4.95	\$4.95	10-50-4221	General Office Supplies	\$1,750.00	\$186.68
		862543575001	09/07/16	Clips/Paper-Astrobright	10/07/16	\$43.97	\$43.97	10-50-4221	General Office Supplies	\$1,750.00	\$186.68
		862543464001	09/07/16	Batteries	10/07/16	\$76.67	\$76.67	10-50-4235	Batteries	\$300.00	\$82.61
							\$272.28				
2198 Barnes, Angela, 1017 Fenwick Lane, Forney, TX, 75126		09192016	09/16/16	Reimburse for Class-Canine Encounters	09/16/16	\$35.00	\$35.00	10-50-4382	Professional Training	\$1,000.00	\$210.00
		09192016	09/16/16	Reimburse for Travel Expense to Canine Encounters	09/16/16	\$64.16	\$64.16	10-50-4383	Travel Expense	\$2,558.52	(\$1,081.93)
							\$99.16				
2270 Ferris Auto Supply, PO Box 442, Ferris, TX, 75125		09152016	09/15/16	Windshield Wiper Blades	09/15/16	\$12.98	\$12.98	10-50-4266	Vehicle Supplies/Detailin	\$350.00	(\$328.75)
							\$12.98				
2287 Nevill Financial Leasing, PO Box 13604, Philadelphia, PA, 19101-3604		14397315	09/19/16	Copy Machine Lease	09/19/16	\$47.13	\$47.13	10-50-4342	Copy Machine Lease/Mai	\$1,000.00	(\$172.89)
							\$47.13				
2917 Advantage Automotive Care, Inc., PO Box 458, Ferris, TX, 75125		4511	09/15/16	Oil Change on Unit 1211	09/15/16	\$29.99	\$29.99	10-50-4211	Fuel & Lubricants	\$38,000.00	\$17,495.95
		4517	09/15/16	Oil Change on 2015 Dodge Ram	09/15/16	\$29.99	\$29.99	10-50-4211	Fuel & Lubricants	\$38,000.00	\$17,495.95
		4258	09/27/16	Mount & Balance/Replace Battery Unit1713	09/27/16	\$214.42	\$214.42	10-50-4311	Vehicle Repairs - Outside	\$10,000.00	(\$11,508.52)
							\$274.40				
2990 Red the Uniform Tailor, 475 Oberlin Ave South, Lakewood, NJ, 08701		00G25705	09/22/16	Uniforms fo W Clark	10/22/16	\$318.75	\$318.75	10-50-4259	Clothing & Uniforms	\$5,600.00	(\$4,177.01)
		00G25707	09/22/16	Uniforms fo B Weidinger	10/22/16	\$318.75	\$318.75	10-50-4259	Clothing & Uniforms	\$5,600.00	(\$4,177.01)
		00G25708	09/22/16	Uniforms for A Silva	10/22/16	\$99.75	\$99.75	10-50-4259	Clothing & Uniforms	\$5,600.00	(\$4,177.01)
		00G25710	09/22/16	Uniforms for T Leverentz	10/22/16	\$51.00	\$51.00	10-50-4259	Clothing & Uniforms	\$5,600.00	(\$4,177.01)
		0G23835A	09/16/16	Uniform Pants for T Leverentz	10/16/16	\$98.15	\$98.15	10-50-4259	Clothing & Uniforms	\$5,600.00	(\$4,177.01)
		0G23835B	09/16/16	Uniforms for T Leverentz	10/16/16	\$373.85	\$373.85	10-50-4259	Clothing & Uniforms	\$5,600.00	(\$4,177.01)

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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		0G23835C	09/22/16	Uniforms for T Leverentz	10/22/16	\$113.05	\$113.05	10-50-4259	Clothing & Uniforms	\$5,600.00	(\$4,177.01)
		0G25704	09/22/16	Uniforms for D Petricca	10/22/16	\$364.90	\$364.90	10-50-4259	Clothing & Uniforms	\$5,600.00	(\$4,177.01)
							\$1,738.20				
3015	A One of a Kind Pony Party, 912 Bells Chapel Circle, Waxahachie, TX, 75165										
		09152016	09/15/16	Nat'l Night Out Event-Petting Zoo+2 Ponies (Other half Payment)	09/15/16	\$387.50	\$387.50	10-50-4472	Nat'l Night Out Event	\$1,161.82	(\$1,219.25)
							\$387.50				
3085	Williams Scotsman Inc., PO Box 91975, Chicago, IL, 60693-1975										
		99171169	09/26/16	Modular Buildings for PD	09/26/16	\$1,388.50	\$1,388.50	10-50-4420	Building/Construction Im	\$119,718.61	\$24,598.22
							\$1,388.50				
3127	DFW Communications Inc, 501 Duncan Perry Road, Arlington, TX, 76011										
		1310000923-1	08/30/16	Remove Equipment from Dodge Ram/Install Equipment in Ford Explorer+Graphics Package	08/30/16	\$375.00	\$375.00	10-50-4480	Automobiles	\$45,000.00	\$15,359.19
		131000922-1	09/27/16	Remove Equipment from Dodge Ram/Install Equipment in Ford Explorer+Graphics Package	09/27/16	\$11,985.42	\$11,985.42	10-50-4480	Automobiles	\$45,000.00	\$15,359.19
							\$12,360.42				
3185	Johnson, Jeffrey, 1008 Ashland Court, Forney, TX, 75126										
		08112016	08/11/16	Reimburse for Professional Training	08/11/16	\$75.00	\$75.00	10-50-4382	Professional Training	\$1,000.00	\$210.00
		08112016	08/11/16	Reimburse for Travel Expense	08/11/16	\$276.48	\$276.48	10-50-4383	Travel Expense	\$2,558.52	(\$1,081.93)
		09052016	09/05/16	Reimburse for Travel Expense	09/05/16	\$304.74	\$304.74	10-50-4383	Travel Expense	\$2,558.52	(\$1,081.93)
							\$656.22				
3198	Faith Army, 507 N Hwy 77 Ste 404, Waxahachie, TX, 75165										
		220000047770	07/06/16	Glock Pistol Repair	07/06/16	\$50.00	\$50.00	10-50-4491	Special Purpose Equipm	\$2,500.00	(\$10,352.62)
							\$50.00				
3215	Ennis Regional Medical Center, PO Box 630957, Cincinnati, OH, 45263										
		7066960-073116	07/31/16	Medical Service	07/31/16	\$293.00	\$293.00	10-50-4357	Medical/Vet Service	\$1,652.93	(\$216.04)
							\$293.00				
3216	Fresh Prints of Dallas, 809 IH30 #525, Mesquite, TX, 75150										
		07262016	07/26/16	Nat'l Night Out Event (Tshirts)	07/26/16	\$282.59	\$282.59	10-50-4472	Nat'l Night Out Event	\$1,161.82	(\$1,219.25)
							\$282.59				
							\$18,739.69				

Total Police Administration

Municipal Court

2287	Nevill Financial Leasing, PO Box 13604, Philadelphia, PA, 19101-3604										
		14397314	09/19/16	Copy Machine Lease@Finance Building	09/19/16	\$99.25	\$99.25	10-56-4342	Copy Machine Lease/Mai	\$0.00	(\$1,228.08)
							\$99.25				

**City of Ferris
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
2447 Kurth, Scott Edward, 606 Cedar Ridge Court, Ovilla, TX, 75154		09-2016	09/29/16	Court Dates for September	09/29/16	\$800.00	\$800.00	10-56-4394	Contract Labor	\$18,500.00	\$5,235.00
							\$800.00				
2510 Law Office of Dana D. Huffman, 1143 Rockingham, Suite 107, Richardson, TX, 75080		092016	09/29/16	Legal Service for September	09/29/16	\$2,000.00	\$2,000.00	10-56-4361	Legal Service	\$24,000.00	\$3,665.50
							\$2,000.00				
Total Municipal Court							\$2,899.25				

Animal Control

15 Verizon Southwest, P O Box 920041, Dallas, TX, 75392-0041		9770925390-00007	08/18/16	Telephone Service & MiFi Service	09/12/16	\$37.99	\$37.99	10-60-4355	Telephone Service & MiF	\$500.00	\$82.07
		9770925390-00007	08/18/16	Mobile Phone Service	09/12/16	\$31.29	\$31.29	10-60-4356	Mobile Phone Service	\$500.00	\$156.35
							\$69.28				
575 Card Service Center, P O Box 569100, Dallas, TX, 75356		0278-09072016	09/07/16	Cages for Shelter (PET EDGE)	09/07/16	\$700.86	\$700.86	10-60-4242	Animal Control Supplies	\$1,750.00	\$1,358.22
							\$700.86				
Total Animal Control							\$770.14				

Information Technology

15 Verizon Southwest, P O Box 920041, Dallas, TX, 75392-0041		9770925388-00002	08/18/16	Telephone Service & MiFi Service	09/12/16	\$151.96	\$151.96	10-61-4355	Telephone Service & MiF	\$1,850.00	\$153.69
		9770925390-00007	08/18/16	Telephone Service & MiFi Service	09/12/16	\$151.98	\$151.98	10-61-4355	Telephone Service & MiF	\$1,850.00	\$153.69
							\$303.94				
575 Card Service Center, P O Box 569100, Dallas, TX, 75356		00006-09162016	09/07/16	iglobal stores-Labtop Memory Replacement	09/07/16	\$200.00	\$200.00	10-61-4230	Equipment Repair Parts	\$1,500.00	\$1,189.36
		00006-09162016	09/07/16	2co-Website Software	09/07/16	\$79.99	\$79.99	10-61-4345	Data Processing Mainten	\$24,610.00	\$1,841.74
		00006-09162016	09/07/16	Hostgator-Offsite Email Backup	09/07/16	\$89.49	\$89.49	10-61-4345	Data Processing Mainten	\$24,610.00	\$1,841.74
		00006-09162016	09/07/16	Sprout Video-Court Video Software	09/07/16	\$50.00	\$50.00	10-61-4345	Data Processing Mainten	\$24,610.00	\$1,841.74
		00006-09162016	09/07/16	Hostgator-Offsite Email Backup	09/07/16	\$63.91	\$63.91	10-61-4345	Data Processing Mainten	\$24,610.00	\$1,841.74
		00006-09162016	09/07/16	Adobe-IT Software	09/07/16	\$129.84	\$129.84	10-61-4345	Data Processing Mainten	\$24,610.00	\$1,841.74
		0161-09072016	09/07/16	Net Nanny-Library Software	09/07/16	\$59.99	\$59.99	10-61-4345	Data Processing Mainten	\$24,610.00	\$1,841.74
		0161-09072016	09/07/16	Power Inc	09/07/16	\$43.09	\$43.09	10-61-4345	Data Processing Mainten	\$24,610.00	\$1,841.74
		0161-09072016	09/07/16	Vina Web Solutions-Website Software	09/07/16	\$129.99	\$129.99	10-61-4345	Data Processing Mainten	\$24,610.00	\$1,841.74
		0161-09072016	09/07/16	Power Inc	09/07/16	\$107.89	\$107.89	10-61-4345	Data Processing Mainten	\$24,610.00	\$1,841.74
		0187-09072016	09/07/16	Constant Contact-Contact Software	09/07/16	\$20.25	\$20.25	10-61-4345	Data Processing Mainten	\$24,610.00	\$1,841.74
		0187-09072016	09/07/16	Offlanj.com-Website Software	09/07/16	\$24.00	\$24.00	10-61-4345	Data Processing Mainten	\$24,610.00	\$1,841.74

**City of Ferris
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
							\$998.44					
Total Information Technology							\$1,302.38					
<u>Court Technology</u>												
15	Verizon Southwest, P O Box 920041, Dallas, TX, 75392-0041	9770925389-00006	08/18/16	Telephone & MiFi Service	09/12/16	\$113.97	\$113.97	65-68-4355	Telephone & MiFi Servic	\$1,425.00	(\$246.68)	
							\$113.97					
Total Court Technology							\$113.97					
<u>Water & Wastewater</u>												
8	Reserve Account-Postage Meter, P O Box 223648, Pittsburgh, PA, 15250-2648	34521971-0410201	07/18/16	Postage & Freight	08/17/16	\$6.25	\$6.25	80-80-4301	Postage & Freight	\$4,000.00	(\$814.27)	
							\$6.25					
15	Verizon Southwest, P O Box 920041, Dallas, TX, 75392-0041	9770925390-00007	08/18/16	Telephone Service & MiFi Service	09/12/16	\$151.98	\$151.98	80-80-4355	Telephone Service & MiF	\$7,000.00	(\$4,981.04)	
		9770925390-00007	08/18/16	Mobile Phone Service	09/12/16	\$160.27	\$160.27	80-80-4356	Mobile Phone Service	\$3,500.00	\$1,797.73	
							\$312.25					
19	Trinity River Authority of Texas, P O Box 60, Arlington, TX, 76004	FL6480	09/12/16	TRA Ind. Pre-Treatment Services for August	10/12/16	\$503.60	\$503.60	80-80-4860	TRA Ind. Pre-Treatment	\$15,000.00	\$3,381.85	
							\$503.60					
60	Wal-mart, P O Box 530934, #6032202000604091, Atlanta, GA, 30353-0934	09162016	09/16/16	General Office Supplies	10/16/16	\$39.96	\$39.96	80-80-4221	General Office Supplies	\$500.00	\$282.76	
		09162016	09/16/16	Drinks	10/16/16	\$22.18	\$22.18	80-80-4251	Food Supplies & Ice	\$500.00	\$40.65	
							\$62.14					
131	Britton Meter Supply, Inc., P O Box 813, Red Oak, TX, 75154	003098	09/14/16	Meter Key	10/14/16	\$36.00	\$36.00	80-80-4213	Minor Hand Tools	\$500.00	\$61.38	
		003005	08/29/16	Drop in Gasket/Lid	09/28/16	\$107.08	\$107.08	80-80-4435	Hydrants & Meters/Parts	\$4,000.00	\$4,000.00	
							\$143.08					
136	Rockett S.U.D., P O Box 40, Red Oak, TX, 75154	092016	09/29/16	Water Purchases-Rockett for September	10/15/16	\$14,447.92	\$14,447.92	80-80-4708	Water Purchases-Rocket	\$170,000.00	\$12,897.88	
							\$14,447.92					
161	U S Postal Service, 413 W 6th, Ferris, TX, 75125	09302016	09/30/16	Postage for September Water Bills	09/30/16	\$377.61	\$377.61	80-80-4301	Postage & Freight	\$4,000.00	(\$814.27)	
							\$377.61					

**City of Ferris
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
187 Neopost USA Inc., 25880 Network Place, Chicago, IL, 60673-1258		14953720	09/16/16	Glue for Envelope Sealer	10/16/16	\$29.00	\$29.00	80-80-4221	General Office Supplies	\$500.00	\$282.76
							\$29.00				
575 Card Service Center, P O Box 569100, Dallas, TX, 75356		0294-09072016	09/07/16	USPS	09/07/16	\$3.98	\$3.98	80-80-4301	Postage & Freight	\$4,000.00	(\$814.27)
							\$3.98				
2270 Ferris Auto Supply, PO Box 442, Ferris, TX, 75125		09152016	09/15/16	Gloves	09/15/16	\$11.99	\$11.99	80-80-4264	Safety Supplies	\$200.00	\$138.92
		09152016	09/15/16	Clear Glass Cover	09/15/16	\$1.78	\$1.78	80-80-4299	Miscellaneous Supplies	\$1,000.00	(\$15.63)
		09152016	09/15/16	Starting Fluid	09/15/16	\$3.99	\$3.99	80-80-4299	Miscellaneous Supplies	\$1,000.00	(\$15.63)
		09152016	09/15/16	Padlock	09/15/16	\$13.19	\$13.19	80-80-4321	Building/Facilities Repair	\$2,500.00	\$99.46
							\$30.95				
2287 Nevill Financial Leasing, PO Box 13604, Philadelphia, PA, 19101-3604		14397314	09/19/16	Copy Machine Lease@Finance Building	09/19/16	\$99.25	\$99.25	80-80-4342	Copy Machine Lease/Mai	\$2,650.00	(\$1,346.86)
		14397314	09/19/16	Copy Machine Lease@City Shop	09/19/16	\$198.50	\$198.50	80-80-4342	Copy Machine Lease/Mai	\$2,650.00	(\$1,346.86)
							\$297.75				
2632 Quality Air Products, Inc dba Air Supply of N TX, 2829 Fort Worth Ave, Dallas, TX, 75211		01125442	08/25/16	Cylinder Rental	07/31/16	\$28.83	\$28.83	80-80-4247	Welding Supplies	\$300.00	\$45.18
							\$28.83				
3053 Odessa Pumps & Equipment, Inc, PO Box 60429, Midland, TX, 79711		484707	09/23/16	Monthly Rental 08/27/16-09/23/16	09/23/16	\$450.00	\$450.00	80-80-4315	Electric Motor/Pump Rep	\$14,972.00	\$1,290.91
							\$450.00				
							\$16,693.36				

Total Water & Wastewater

Streets & Drainage

15 Verizon Southwest, P O Box 920041, Dallas, TX, 75392-0041		9770925390-00007	08/18/16	Mobile Phone Service	09/12/16	\$69.33	\$69.33	10-91-4356	Mobile Phone Service	\$400.00	(\$11.72)
							\$69.33				
575 Card Service Center, P O Box 569100, Dallas, TX, 75356		0294-09072016	09/07/16	GROCO Specialty Coatings-Street Striping Materials	09/07/16	\$340.25	\$340.25	10-91-4273	Street Striping Materials	\$400.00	\$266.34
							\$340.25				
2270 Ferris Auto Supply, PO Box 442, Ferris, TX, 75125		09152016	09/15/16	Outboard	09/15/16	\$4.29	\$4.29	10-91-4211	Fuel & Lubricants	\$4,500.00	\$1,732.64
							\$4.29				

**City of Ferris
Council Approval Report
(Council Approval Report)**

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
2647 APAC-TEXAS, INC., PO Box 224048, Dallas, TX, 75222-4048		257735	08/06/16	Asphalt	08/06/16	\$336.59	\$336.59	10-91-4271	Asphalt	\$2,000.00	\$1,003.81
							\$336.59				
2723 Valvoline Express Care, 203 N HWY 175, Seagoville, TX, 75159		3-124141	07/14/16	Oil Change	07/14/16	\$32.41	\$32.41	10-91-4211	Fuel & Lubricants	\$4,500.00	\$1,732.64
							\$32.41				
Total Streets & Drainage							\$782.87				
Total Bills To Pay:							\$77,081.07				

CITY OF FERRIS, TEXAS

RESOLUTION NO. R-16-204

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE ACQUISITION OF THE APPROXIMATELY 0.450 ACRES OF LAND IN THE H. BRIGANCE SURVEY, ABSTRACT NO. 104, CITY OF FERRIS, DALLAS COUNTY, TEXAS, AND AN APPROXIMATELY 1.578 ACRES OF LAND IN THE MASON PHELPS SURVEY, ABSTRACT NO. 1112, CITY OF FERRIS, DALLAS COUNTY, TEXAS, AS FURTHER DESCRIBED AND/OR DEPICTED IN EXHIBIT A ATTACHED HERETO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City Council of Ferris, Texas, desires to authorize the Mayor to execute any and all closing documents necessary for the purchase and acquisition of an approximately 0.450 acres of land in the H. Brigance Survey, Abstract No. 104, City of Ferris, Dallas County, Texas, and an approximately 1.578 acres of land in the Mason Phelps Survey, Abstract No. 1112, City of Ferris, Dallas County, Texas, as further described and/or depicted in *Exhibit A* of this Resolution, which is attached hereto and incorporated herein for all purposes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS, THAT:

SECTION 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Ferris, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2. That the City Council of the City of Ferris, Texas, does hereby authorize the Mayor to execute any and all real estate closing documents necessary for the purchase and acquisition of an approximately 0.450 acres of land in the H. Brigance Survey, Abstract No. 104, City of Ferris, Dallas County, Texas, and an approximately 1.578 acres of land in the Mason Phelps Survey, Abstract No. 1112, City of Ferris, Dallas County, Texas, as further described and/or depicted in *Exhibit A* of this Resolution, which is attached hereto and incorporated herein for all purposes, for the purchase price of **Fifty Thousand and No/100 Dollars (\$50,000.00)**, plus any closing costs.

SECTION 3. If any section, article paragraph, sentence, clause, phrase or word in this Resolution, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective immediately.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FERRIS,
TEXAS, THIS THE _____ day of OCTOBER, 2016.**

CITY OF FERRIS, TEXAS
A Texas general-law municipality

Micheal Driggars, Mayor
Date: _____

ATTEST:

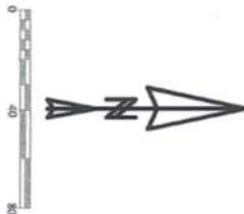
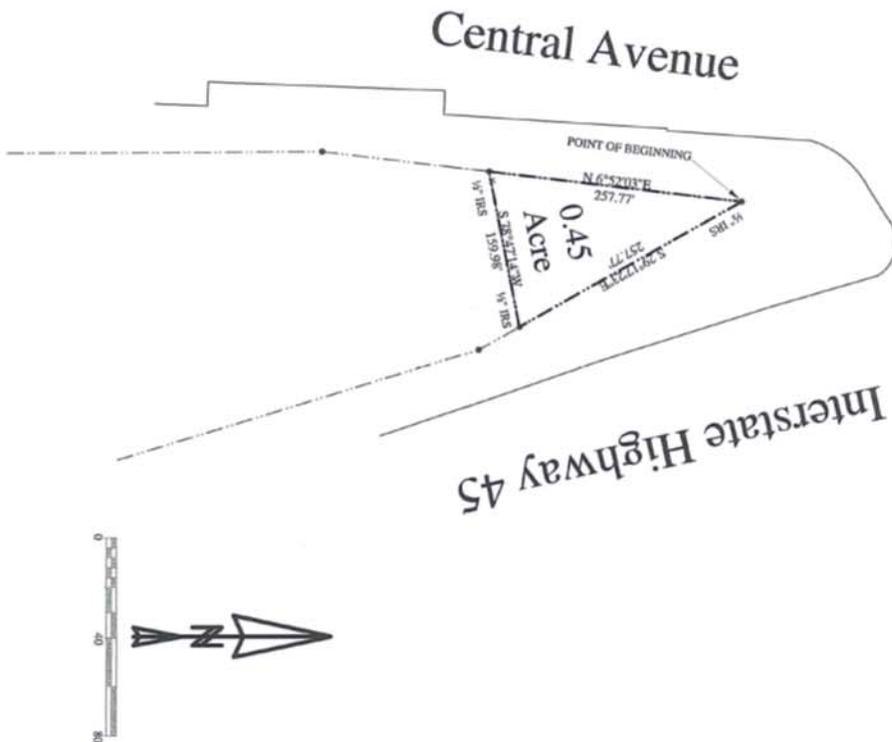
Callie Green, City Secretary

Exhibit A

Description and/or Depiction
of the
Property

Being an approximately 68,737.68 square feet or 1.578 acres of land in the Mason Phelps Survey, Abstract No. 1112, City of Ferris, Dallas County, Texas, and generally located at 3226 Miller Ferry Road, Ferris, Texas, and Dallas County ID # 65111222510150000;

And being an approximately 0.45 acres of land in the H. Brigance Survey, Abstract No. 104, City of Ferris, Dallas County, Texas, and as further described and depicted below:



BEING a tract or parcel of land situated in Dallas County, Texas, and being part of the H. Brigrance Survey Abstract 104 and being part of that 13.122 acre tract of land conveyed to Kenneth Johnson by deed recorded in Volume 88320 Page 1233 of the Deed Records of Dallas County and being more particularly described as follows:

BEGINNING at a point for corner at a 1/4" iron rod set at the intersection of the westerly line of Interstate Highway 45 and the easterly line of Central Avenue (U. S. Highway 75) said point also being the most northerly corner of said 13.122 acre tract:

THENCE South 29° 17' 23" East (second bearing) along the westerly line of Interstate Highway 45 a distance of 257.76 feet to a point for corner at a 1/4" iron rod set;

THENCE South 47° 47' 14" West a distance of 159.98 feet to a point for corner at a 1/4" iron rod set in the easterly line of Central Avenue;

THENCE North 6° 52' 03" East along the easterly line of Central Avenue a distance of 257.76 feet to THE PLACE OF BEGINNING and containing 0.450 acres.

SURVEYOR'S DECLARATION

I hereby declare that this true and accurate survey made on the ground under my personal supervision on September 28, 2015, correctly shows the relation of the buildings and other structures to the property lines of the land indicated hereon, and that there are no encroachments or overlaps onto adjoining property of property covered by this survey, or of adjoining buildings or structures on said land, except as here indicated or described on the survey. This survey is subject to any easements now or hereafter on the property.

SURVEYOR



NOTES: 1. This property is located within the Special Flood Hazard Area as shown on FEMA Community Panel No. 48179C0309P, dated June 3, 2013.

Survey Plat
of Part of
the H. Brigrance Survey Abstract 104
Dallas County, Texas
By
N. W. Krieger, Jr.
2409 Park Street
P. O. Box 1294 Emitts, Texas 75120-1294
Phone 972/878-7013



Whereas, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

Whereas, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today, and

Whereas, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

Whereas, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

Whereas, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned;

Now, Therefore, I, Micheal Driggars, by virtue of the authority vested in me as Mayor of the City of Ferris, do hereby proclaim November as the National American Indian Heritage Month in the city, and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Ferris, Texas, to be affixed this 17 day of October, the year of our Lord two thousand and sixteen.

Mayor Micheal Driggars

Proclamation

National Hospice / Palliative Care Month – November 2016

Seasons of Caring; the Caring of Hospice and Palliative Care

WHEREAS, providing high-quality hospice and palliative care reaffirms our belief in the essential dignity of every person, regardless of age, health, or social status, and that every stage of human life deserves to be treated with the utmost respect and care;

WHEREAS, hospice care and palliative care offer the highest quality services and support to patients and families facing serious and life-limiting illness;

WHEREAS, skilled and compassionate hospice and palliative care professionals—including physicians, nurses, social workers, therapists, counselors, health aids, and clergy—provide comprehensive care focused on the wishes of each individual patient;

WHEREAS, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers;

WHEREAS, last year, more than 1.45 million Americans living with life-limiting illness, and their families, received care from the nation’s hospice programs in communities throughout the United States;

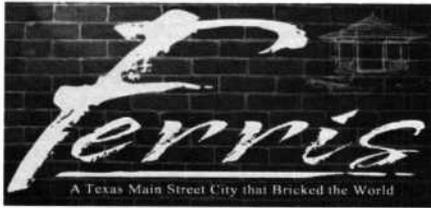
WHEREAS, more than 550,000 trained volunteers contribute 25 million hours of service to hospice program annually;

WHEREAS, hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals;

NOW, THEREFORE, be it resolved that I, Micheal Driggars, Mayor, by virtue of the authority vested in me by Ferris, Ellis, Texas, do hereby proclaim November 2016 as **National Hospice/Palliative Care Month** and encourage citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of October, in the year of our Lord Two Thousand and sixteen and caused this seal to be affixed.

Micheal Driggars, Mayor
City of Ferris, Texas

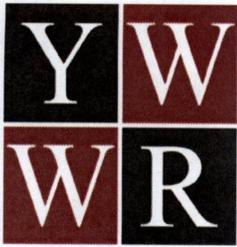


City of Ferris

AGENDA ITEM REPORT

Meeting Date:	October 17, 2016
Department:	Finance
Submitted By:	Melissa R. Gonzalez
Previously Reviewed By:	
Item Type:	Action
Budgeted Expense:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, Amount: <u>\$29,000.00</u>

Attachments:
Professional Services Agreement with Yeldell, Wilson, Wood & Reeve. P.C.
Discussion / Justification:
Due to not having a contractual agreement with our audit firm, our city attorney has drawn up an agreement that includes their scope of services. In years past we have only approved the firm's engagement letter.
Recommendation / Staff Comments:
I recommend that you approve the Professional Services Agreement between the City of Ferris and Yeldell, Wilson, Wood, & Reeve. P.C.
Motion(s):
I move to approve the Professional Services Agreement between the City of Ferris and Yeldell, Wilson, Wood, & Reeve. P.C.



YELDELL, WILSON, WOOD & REEVE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Glen Wilson, CPA | Tracie Wood, CPA | Joyce Reeve, CPA
Glenda Valek, CPA | Caitlyn Keller, CPA

February 26, 2016

To the Honorable Mayor, City Council and City Manager
City of Ferris, Texas

We are pleased to confirm our understanding of the services we are to provide City of Ferris, Texas for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Ferris, Texas as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Ferris, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Ferris, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.
- 3) Schedule of Changes in Net Pension Liability and Related Ratios.
- 4) Schedule of Contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Ferris, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Fund Financial Statements and Schedules.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting

Honorable Mayor, City Council and City Manager
City of Ferris, Texas
Page Two

principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of accounting records, and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Ferris, Texas's financial statements. Our report will be addressed to the Honorable Mayor, City Council and City Manager of the City of Ferris, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about for the financial statements; and related matters.

Honorable Mayor, City Council and City Manager
City of Ferris, Texas
Page Three

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Ferris, Texas' compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will assist in preparing the financial statements and budget to accrual conversions of City of Ferris, Texas in conformity with U.S. generally accepted accounting principles based on the information provided by you.

We will also assist with any bookkeeping necessary to generate auditable balances and reconciliations of amounts to supporting documentation as needed.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferable from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. If such assistance is provided by our audit staff, such services will be billed based on the actual time spent at our standard hourly rates, ranging from \$75 to \$200.

The audit documentation for this engagement is the property of Yeldell, Wilson, Wood & Reeve, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request to various regulators or designee. If requested, access to such audit documentation will be provided under the supervision of Yeldell, Wilson, Wood & Reeve, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to various regulators or designee. The various regulators or designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Greer Yeldell, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Honorable Mayor, City Council and City Manager
City of Ferris, Texas
Page Five

Our fees for the audit, preparation of the financial statements and budget to accrual conversions will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$29,000. Our fee for bookkeeping time necessary to generate auditable balances and reconciliations of amounts to supporting documentation will be based on the actual time spent at our standard hourly rates. Our standard hourly rates, ranging from \$75 to \$200, vary according to the degree of responsibility involved and the experience level of the personnel assigned to perform the services. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

We appreciate the opportunity to be of service to City of Ferris, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Yeldell, Wilson, Wood & Reeve, P.C.

Yeldell, Wilson, Wood & Reeve, P.C.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of City of Ferris, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
WITH THE CITY OF FERRIS, TEXAS**

This Professional Services Agreement (“Agreement”) is made by and between the City of Ferris, Texas, a municipal corporation located in Dallas and Ellis County, Texas (“City”), and Yeldell, Wilson, Wood & Reeve, P.C. (“Professional”), individually, each a “Party” and collectively, the “Parties,” acting by and through the Parties’ authorized representatives.

Recitals:

WHEREAS, the City of Ferris desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render professional services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I

Retention of Professional as Independent Contractor

Professional will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the accounting profession, both public and private, currently practicing in the same locality under similar conditions, including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Professional is representing that it has special expertise in one or more areas to be utilized in the performance of this Agreement, then it agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

Article II

Term

2.1 The term of this Agreement shall begin on the last date of execution hereof by the Parties (the “Effective Date”) and shall continue until completion of the services provided by Professional to the City under this Agreement.

2.2 Professional may terminate this Agreement by giving thirty (30) days prior written notice to the City of Ferris. In the event of such termination by Professional, Professional shall be entitled to compensation for services satisfactorily completed in accordance with this Agreement prior to the date of such termination.

2.3 The City of Ferris may terminate this Agreement by giving ten (10) days prior written notice to Professional. In the event of such termination by the City of Ferris, Professional shall be entitled to compensation for services satisfactorily completed in accordance with this Agreement prior to the date of such termination. Upon receipt of such notice from the City of Ferris, Professional shall immediately terminate working on, placing orders, or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement.

Article III **Scope of Services**

Professional shall perform the services specifically set forth in *Exhibit A*, attached hereto and incorporated herein by reference, entitled "Scope of Services."

Article IV **Schedule of Work**

Professional agrees to commence services upon written direction from the City of Ferris and to complete the tasks set forth in *Exhibit A*, Scope of Services, in accordance with *Exhibit A*.

Article V **Compensation and Method of Payment**

5.1 The City of Ferris shall pay Professional for the services specifically as set forth in *Exhibit A*.

5.2 Each month Professional shall submit to the City of Ferris an invoice supporting the amount for which payment is sought.

5.3 Within thirty (30) days of receipt of each such monthly invoice, the City of Ferris shall make monthly payments in the amount shown by Professional's approved monthly invoice and other documentation submitted.

5.4 The City of Ferris shall be responsible for the payment of all reasonable costs and expenses incurred by Professional related to the services provided pursuant to this Agreement, including, but not limited to report production, travel, copying and facsimile charges, reproduction charges, and telephone and postage charges, in accordance with *Exhibit A*.

5.5 Nothing contained in this Agreement shall require the City of Ferris to pay for any services that are unsatisfactory or which are not performed in compliance with the terms of this Agreement and *Exhibit A*, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which the City of Ferris may have if Professional is in default, including the right to bring legal action for damages or for

specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

Article VI
Devotion of Time, Personnel, and Equipment

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. The City of Ferris reserves the right to revise or expand the scope of services after due approval by the City of Ferris as the City of Ferris may deem necessary, but in such event the City of Ferris shall pay Professional compensation for such services as set forth in *Exhibit A*. In any event, when Professional is directed to revise or expand the scope of services under this Agreement, Professional shall provide the City of Ferris with a written proposal for the entire costs involved in performing such additional services. Prior to Professional undertaking any revised or expanded services as directed by the City of Ferris under this Agreement, the City of Ferris must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the services to be provided.

6.2 It is expressly understood and agreed to by Professional that any compensation not specified in this Agreement may require approval by the City Council of the City of Ferris and may be subject to current budget year limitations.

6.3 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

6.4 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement, when not performing the services at the City of Ferris' offices, unless otherwise provided herein.

Article VII
Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions and requirements of this Agreement, Professional is acting as an independent contractor, and the City of Ferris assumes no responsibility or liability to any third party in connection with the services provided by Professional under this Agreement. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent, servant, representative, or employee of the City of Ferris. Professional shall supervise the performance of its services and shall be entitled to control the manner, means and methods by which Professional's services are to be performed, subject to the terms of this Agreement. As such, the City of Ferris shall not train Professional, require Professional to complete regular oral or written reports, require Professional to devote his full-time services to

the City of Ferris, or dictate Professional's sequence of work or location at which Professional performs Professional's work, except as may be set forth in *Exhibit A*.

Article VIII
Insurance

8.1 Before commencing work, Professional shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the State of Texas. Professional shall furnish to the City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates, and compliance with all applicable required provisions. Certificates shall be addressed as follows:

City of Ferris, Texas
100 Town Plaza
Ferris, Texas 75125

A. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$500,000 per occurrence, \$500,000 Products/Completed Operations Aggregate, and \$500,000 general aggregate.

B. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: 1) by accident, \$100,000 each accident, and 2) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

C. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$500,000 per occurrence.

D. Professional Liability Insurance to provide coverage against any claim that Professional and all professionals engaged or employed by Professional become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act, with minimum limits of \$1,000,000 per claim, \$1,000,000 annual aggregate.

8.2 Professional agrees to notify the City of Ferris 30 days before cancellation, non-renewal, termination, or material changes of the policies of insurance described in Section 8.1, to the extent Professional has not replaced such coverages with the minimum coverages described in Section 8.1.

8.3 All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

Article IX
Right to Inspect Records

Professional agrees that the City of Ferris shall have access to and the right to examine any directly pertinent books, documents, papers and records of Professional involving transactions relating to the Scope of Services as set forth in *Exhibit A*. Professional agrees that the City of Ferris shall have access during normal working hours to all necessary Professional facilities and shall be provided adequate and appropriate work space to conduct audits in compliance with the provisions of this section.

Article X
Miscellaneous

10.1 Entire Agreement. This Agreement and any and all Exhibits attached hereto constitutes the sole and only agreement between the Parties and supersedes any prior or contemporaneous understandings, written agreements or oral agreements between the Parties with respect to the subject matter of this Agreement.

10.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

10.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of the City of Ferris. In the event of an assignment by Professional to which the City of Ferris has consented, the assignee shall agree in writing with the City of Ferris to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

10.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10.5 Governing Law and Exclusive Venue. The laws of the State of Texas shall govern this Agreement, and exclusive venue for any legal action concerning this Agreement shall be in a District Court with appropriate jurisdiction in Dallas or Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10.6 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

10.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Survival of Covenants and Terms. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination, including, but not limited to this Article X, and, in particular, Sections 10.13, 10.16 and 10.17.

10.9 Recitals. The recitals to this Agreement are incorporated herein.

10.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City of Ferris:

Mr./Ms. _____
City of Ferris, Texas
100 Town Plaza
Ferris, Texas 75125

If intended for Professional:

Yeldell, Wilson, Wood & Reeve, P.C.
P.O Box 1087
Ennis, TX 75120

10.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of, the Parties hereto.

10.12 Exhibits. The Exhibits attached hereto are fully incorporated herein and made a part hereof for all purposes.

10.13 Indemnification. **PROFESSIONAL AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF FERRIS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES,**

REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OF THE CITY OF FERRIS).

10.14 Conflicts of Interests. Professional represents that no official or employee of the City of Ferris has any direct or indirect pecuniary interest in this Agreement. Any misrepresentation by Professional under this section shall be grounds for termination of this Agreement and shall be grounds for recovery of any loss, cost, expense or damage incurred by the City of Ferris as a result of such misrepresentation.

10.15 Default. If at any time during the term of this Agreement, Professional shall fail to commence the services in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, or fail to use an adequate number or quality of personnel to complete the services or fail to perform any of Professional's obligations under this Agreement, then City of Ferris shall have the right, if Professional shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement. Any such act by City of Ferris shall not be deemed a waiver of any other right or remedy of City of Ferris.

10.16 Confidential Information. Professional hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of Professional's obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Professional shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for Professional's own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning the City of Ferris, its affiliates and subsidiaries, and all oral and written information concerning the City of Ferris or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilations, studies or other documents, whether prepared by Professional or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such information that is or becomes generally available to the public other than as a result of disclosure to Professional, or is required to be disclosed by a governmental authority under applicable law.

10.17 Remedies. No right or remedy granted or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each right or remedy shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

10.18 No Third-Party Beneficiary. For purposes of this Agreement, including the intended operation and effect of this Agreement, the Parties specifically agree and contract that: (1) this Agreement only affects matters between the Parties to this Agreement, and is in no way

intended by the Parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with the City of Ferris or Professional or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the City of Ferris or Professional.

[The Remainder of this Page Intentionally Left Blank]

EXECUTED this _____ day of _____, 2016.

CITY OF FERRIS, TEXAS,
A Texas general-law municipality,

Micheal Driggars, Mayor

ATTEST:

Callie Green, City Secretary

EXECUTED this 12th day of October, 2016.

Yeldell, Wilson, Wood, & Reeve, P.C.

By: 

Name: Greer Yeldell

Title: President

Exhibit A

Scope of Services



City of Ferris

AGENDA ITEM REPORT

Meeting Date:	October 17, 2016
Department:	City Manager
Submitted By:	W. Jordan
Previously Reviewed By:	
Item Type:	<input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action
Budgeted Expense:	<input type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

Attachments:
Ordinance Agreement Amendment Hamlet Map Request Letter from Walton
Discussion / Justification:
Watson Texas, LP is the developer of the Freshwater District located Southwest of the City of Ferris between FM 983 and FM 664. They have asked the city for an amendment to the current approved development agreement to allow detached single family homes by right in Hamlets A and B. Currently these hamlets only allow Commercial and multi-family uses. This change would allow detached single family housing in addition to the already approved uses.
Recommendation / Staff Comments:
Staff recommends approval of this ordinance.
Motion(s):
I make a motion to approve ordinance # O-16-826.

ORDINANCE NO. O-16-826

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS, AMENDING ORDINANCE NO. O-13-744, AND THE DEVELOPMENT AGREEMENT ATTACHED AS AN EXHIBIT THERETO BETWEEN THE CITY OF FERRIS, TEXAS, WUSF 2 REDWOOD, LP, WUSF 3 REDWOOD MEADOWS, LP, AND WALTON TEXAS, LP, EFFECTIVE JANUARY 14, 2013, BY ADOPTING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (BLUFF SPRINGS 2), THEREBY AMENDING THE ARTICLE 2 PERMITTED USE TABLE 1 TO ALLOW SINGLE FAMILY DETACHED HOUSING AS A PERMITTED RESIDENTIAL USE BY RIGHT IN HAMLETS A AND B, AND THEREBY REPEALING PARAGRAPH A. OF ARTICLE 2, SECTION I, "PERMITTED USE TABLE," IN ITS ENTIRETY AND REPLACING IT WITH A NEW PARAGRAPH A.; PROVIDING A PENALTY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Ferris, Texas ("City Council"), pursuant to Texas Local Government Code Sections 51.001 and 51.012, is authorized to adopt an ordinance, not inconsistent with state law, that is for the good government, interest, welfare, peace, or order of the City of Ferris, Texas ("City"), and that is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, on January 14, 2013, at a duly called and noticed regular public session, the City Council considered, discussed, approved, and adopted Ordinance No. O-13-744, which authorized the City to enter into a development agreement with WUSF 2 Redwood, LP, WUSF 3 Redwood Meadows, LP, and Walton Texas, LP, hereafter referred to as the "Development Agreement," for the development of the Property, as therein defined, all of which Property is located in the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the Development Agreement, attached as an exhibit to Ordinance No. O-13-744, became effective on January 14, 2013; and

WHEREAS, Permitted Use Table 1 ("Permitted Use Table"), which appears in Article 2 of the Development Agreement, provides for certain permitted residential uses by right in the six hamlets designated on the Property as Hamlets A through F; and

WHEREAS, the Permitted Use Table provides for Single Family Detached housing as a permitted residential use by right in Hamlets C, D, E, and F, but does not provide for Single Family Detached housing as a permitted residential use by right in either Hamlet A or Hamlet B, and the Owner wishes, based on market analyses, to amend the Permitted Use Table to allow Single Family Detached housing as a permitted residential use by right in Hamlets A and B, as more fully described and as set forth in the First Amendment to Development Agreement (Bluff 2), attached hereto as *Exhibit A*; and

WHEREAS, the City and the Owner also wish to correct a non-substantive scrivener’s error that appears in Article 2, Section I.a of the Development Agreement; and

WHEREAS, the City Council finds and determines that amending the Permitted Use Table and the text of the Development Agreement as herein provided promotes the health, safety and general welfare of the citizens of the City of Ferris and the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS, THAT:

Section 1. FINDINGS INCORPORATED

The findings set forth above are found to be true and correct and are hereby incorporated into the body of this Ordinance for all purposes as if fully set forth herein.

Section 2. AMENDMENT OF ORDINANCE NO. O-13-744, AND THE DEVELOPMENT AGREEMENT ATTACHED AS AN EXHIBIT THERETO BETWEEN THE CITY OF FERRIS, TEXAS, WUSF 2 REDWOOD, LP, WUSF 3 REDWOOD MEADOWS, LP, AND WALTON TEXAS, LP, EFFECTIVE JANUARY 14, 2013, BY ADOPTING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (BLUFF SPRINGS 2), ATTACHED HERETO AS EXHIBIT A, THEREBY AMENDING THE ARTICLE 2 PERMITTED USE TABLE 1 TO ALLOW SINGLE FAMILY DETACHED HOUSING AS A PERMITTED RESIDENTIAL USE BY RIGHT IN HAMLETS A AND B

From and after the effective date of this Ordinance, Ordinance No. O-13-744, and the Development Agreement attached as an exhibit thereto between the City of Ferris, Texas, WUSF 2 Redwood LP (“WUSF 2”), WUSF 3 Redwood Meadows, LP (“WUSF 3”), and Walton Texas, LP (“Walton Texas”), effective January 14, 2013 (“Development Agreement”), shall be and is hereby amended by adopting the First Amendment to Development Agreement (Bluff Springs 2), attached hereto as Exhibit A, thereby amending the Article 2 Permitted Use Table 1 to allow Single Family Detached housing as a permitted residential use by right in Hamlets A and B.

Section 3. AMENDMENT OF ORDINANCE NO. O-13-744, AND THE DEVELOPMENT AGREEMENT ATTACHED AS AN EXHIBIT THERETO BETWEEN THE CITY OF FERRIS, TEXAS, WUSF 2 REDWOOD, LP, WUSF 3 REDWOOD MEADOWS, LP, AND WALTON TEXAS, LP, EFFECTIVE JANUARY 14, 2013, BY ADOPTING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (BLUFF SPRINGS 2), ATTACHED HERETO AS EXHIBIT A, THEREBY REPEALING PARAGRAPH A. OF ARTICLE 2, SECTION I., “PERMITTED USE TABLE,” IN ITS ENTIRETY AND REPLACING IT WITH A NEW PARAGRAPH A.

From and after the effective date of this Ordinance, Ordinance No. O-13-744, and the Development Agreement attached as an exhibit thereto between the City of Ferris, Texas, WUSF 2, WUSF 3, and Walton Texas shall be and is hereby amended by adopting the First Amendment to Development Agreement (Bluff Springs 2), attached hereto as **Exhibit A**, thereby repealing paragraph a. of Section I. "Permitted Use Table," in its entirety, and replacing it with a new paragraph a., to read in its entirety as follows:

- "a. Uses are permitted in accordance with Table 1 below. Uses indicated with a "P" are permitted by right. Uses indicated with an "S" require City Council approval. Uses that are not indicated by a "P" or an "S" are prohibited. Accessory uses and essential services are permitted by right at all locations, subject to any limitations found in these Development Regulations. The tracts identified in Table 1 correspond to the areas shown on the Concept Plan."

Section 4. PENALTY CLAUSE

Any person, firm, or corporation violating any provision or term of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a penalty or fine not to exceed the sum of \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist shall be deemed a separate offense.

Section 5. REPEALER CLAUSE

All ordinances, orders, or resolutions heretofore passed and adopted by the City Council are hereby repealed to the extent that said ordinances, orders, or resolutions or parts thereof, are in conflict herewith.

Section 6. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7. SAVINGS CLAUSE

All rights and remedies of the City of Ferris are expressly saved as to any and all violations of the provisions of any ordinances that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 8. EFFECTIVE DATE

This Ordinance shall become effective, and shall be in full force and effect, from and after the date of its passage and publication of the caption as the law in such cases provides.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Ferris, Texas on this the ____ day of October, 2016.

MICHEAL DRIGGARS, MAYOR

ATTEST:

CALLIE GREEN, CITY SECRETARY

APPROVED AS TO FORM:

KENT S. HOFMEISTER, CITY ATTORNEY

March 10, 2016

Mayor Driggers and City Council
City of Ferris
215 W. Sixth Street
Ferris, Texas 75125

Re: Proposed Amendment to the Development Agreement between the City of Ferris and Walton Texas, LP

Anorable Mayor and City Council:

We are seeking a revision to the Land Use Table (Article 2) of the Development Agreement between the City of Ferris and Walton Texas, LP. The approved Concept Plan (Exhibit A) divides the property into 6 Hamlets with permitted uses identified for each Hamlet. Single Family Detached is currently allowed in Hamlets C, D, E & F but not in Hamlets A & B. The amendment we are seeking would allow Single Family Detached in all Hamlets. Combined, Hamlets A & B are approximately 283 acres. If single family detached is not allowed in those hamlets then the entire 283 acres would need to be a combination of commercial, multi-family and single-family attached (townhomes and/or patio homes). Based on our analyses, the market could not absorb any combination of 283 acres of commercial, attached single-family and multi-family development. Additionally, we believe that the city would be better served with additional owner occupied single-family detached as opposed to smaller townhome, patio home or multi-family units.

Additionally, there appears to be a typo in the first paragraph of Article 2 that can be corrected at this time. The forth sentence reads:

Uses that are not indicated by a "P" or an "S" are prohibited. Accessory uses and essential services are permitted by right at all locations, subject to any limitations found these Development Regulations.

I believe it should read:

Uses that are not indicated by a "P" or an "S" are prohibited. Accessory uses and essential services are permitted by right at all locations, subject to any limitations found in these Development Regulations.

The amendmetns we are seeking are incoropated in Exhibit B (Amended Land Use Table). The amendments are on the first page and the last page of the exhibit and are in Underlined **Blue** font.

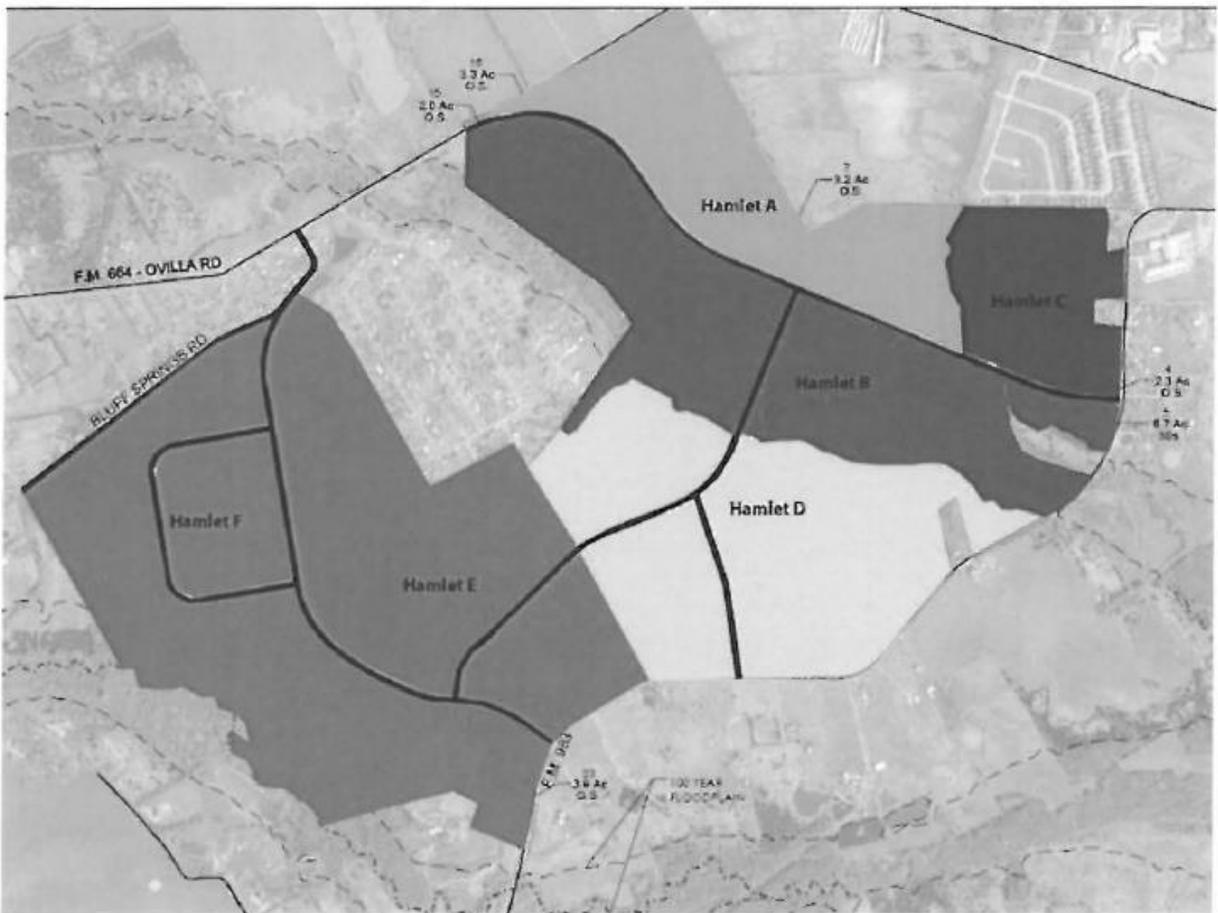
Sincerely,

Walton Development & Management



Larry Reichhart, Project Manager

Exhibit A
Approved Concept Plan



Article 2 – Permitted Uses

ARTICLE 2-PERMITTED USES

Section I: Permitted Use Table

- a. Uses are permitted in accordance with Table 1 below. Uses indicated with a "P" are permitted by right. Uses indicated with an "S" require City Council approval. Uses that are not indicated by a "P" or an "S" are prohibited. Accessory uses and essential services are permitted by right at all locations, subject to any limitations found [in](#) these Development Regulations. The tracts identified in Table I correspond to the areas shown on the Concept Plan.
- b. Temporary uses identified in Table 1 are permitted during construction and development. With the exception of model homes, structures housing authorized temporary uses are not required to comply with these Development Regulations.

Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
NON-RESIDENTIAL USES						
Ambulance Stations	S	S	S			
Amusement Center	P	P	P			
Amusement Center, Teen Club	P	P	P			
Amusement, Commercial (Indoors)	P	P	P			
Amusement, Commercial (Outdoors)	P	P	P			
Amusement Park	P	P	P			
Animal Grooming Shop	P	P	P			
Antique Shop	P	P	P			
Appliance Sales and Repair, Household	P	P	P			
Art Gallery or Museum	P	P	P			
Art Supply Store	P	P	P			
Assembly Hall, Auditorium, Gymnasium	P	P	P			
Assisted Living Facility	P	P				
Athletic Field and Play Field	P	P	P			
Auction House	P	P	P			
Auto Car Wash	P	P	P			
Auto Paint & Body Shop	P	P	S			
Auto Parts and Accessory Sales	P	P	P			

Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Auto Service Station / Light Maintenance	P	P	P			
Bakery & Confectionary, Preparation and Retail Sales	P	P	P			
Bank, Savings and Loan, Financial Institutions	P	P	P			
Bar or Tavern	P	P	P			
Beauty, Barber, or Other Personal Service Shop	P	P	P			
Bed and Breakfast	P	P	P			
Bowling Alley	P	P	P			
Bus, Train and Taxi Station or Terminal	S	S	S			
Cabinet and Upholstery Shop	P	P	P			
Carpet and Rug Cleaning	P	P	P			
Catering Establishment	P	P	P			
Ceramic Products	P	P	P			
Ceramic Products with Kiln	P	P	P			
Clinic, Medical	P	P	P			
Collectibles Shop	P	P	P			
Community Center	P	P	P			
Contractor's Business (no outside storage)	P	P	P			
Convenience Store	P	P	P			
Convent or Monastery	P	P	P			
Copy Shop	P	P	P			
Day Care Center, Adult	P	P	P			
Day Care Center, Child	P	P	P	P	P	P
Day Care in the Home	P	P	P	P	P	P
Department Store	P	P	P			
Domestic Goods, Rental Yard	S	S	S			
Electric transmission Lines	P	P	P	P	P	P
Factory Outlet Retail or Wholesale Shop	P	P	P			
Floor Covering Shop	P	P	P			
Florist Shop/Gift Shop	P	P	P			

Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Fraternal, Philanthropic Club, Lodge, and Charitable Uses	P	P	P			
Funeral Home/Mortuary or Crematorium	S	S	S	S	S	S
Furniture or Appliance Store	P	P	P			
Furniture Refinishing	P	P	P			
Furrier Shop	P	P	P			
Golf Club, Private	P	P	P	P	P	P
Golf Course, Driving Range	P	P	P	P	P	P
Golf Course, Miniature	P	P	P	P	P	P
Golf Course, Public	P	P	P	P	P	P
Greenhouse or Plant Nursery	P	P	P			
Health Service Facility (outpatient)	P	P	P			
Heliport	S	S	S			
Helistop	S	S	S			
Hospital	P	P	P			
Hotel	P	P	P			
Interior Decorating Shop	P	P	P			
Kennel	P	P	P			
Laboratory, Medical or Dental	P	P	P			
Laundry, Dry Cleaning Pick Up & Receiving Station	P	P	P			
Leather and Luggage Store	P	P	P			
Library	P	P	P	P	P	P
Locksmith Shop	P	P	P			
Machine Shop	P	P	P			
Manufacturing or Assembly Facility (light)	S	S	S			
Market, Meat	P	P	P			
Medical Care Facility, Nursing & Care Home	P	P	P			
Medical Equipment Sales, Rental & Leasing	P	P	P			
Medical, Dental and Optical Sales	P	P	P			

Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Museum, Fine Arts Center or Art Gallery	P	P	P			
Music Store	P	P	P			
Nightclub or Dance Hall	P	P	P			
Office Machine Sales and Service	P	P	P			
Office Supply Store	P	P	P			
Office, Real Estate Development Tract or Field Office	P	P	P			
Offices, Professional	P	P	P			
Optical Sales and Service	P	P	P			
Package Liquor Store	P	P	P			
Paint and Wallpaper Store	P	P	P			
Park	P	P	P			
Parking Garage	P	P	P			
Parking Lot (commercial)	P	P	P			
Pet Shop	P	P	P			
Pharmacy or Drugstores	P	P	P			
Photographic Equipment Sales and Service	P	P	P			
Picture Framing Shop	P	P	P			
Pool or Billiard Hall	P	P	P			
Print Shop, Copy Shop, Lithography	P	P	P			
Private Club	P	P	P			
Public Administration Buildings	P	P	P	P	P	P
Public Safety, Fire, and Police	P	P	P	P	P	P
Religious Institutions	P	P	P	P	P	P
Restaurant	P	P	P			
Restaurant with Alcohol	P	P	P			
Restaurant, Drive- in/Drive-through	P	P	P			
Restaurant, Refreshment Stand (Temporary or Seasonal)	S	S	S	S	S	S

Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Retail Other Than Listed	P	P	P			
Sanitarium	S	S	S	S	S	S
School, Business College	P	P	P	S	S	S
School, College or University	P	P	P	S	S	S
School, Commercial Instruction	P	P	P	S	S	S
School, Home	S	S	P	P	P	P
School, Home Day	P	P	P	S	S	S
School, Institution, Rehabilitation, and Training Center (private)	P	P	P	S	S	S
School, Nursery	P	P	P	P	P	P
School, Primary or elementary	P	P	P	P	P	P
Skating Rink	P	P	P			
Spray Painting and Paint Mixing	P	P	P			
Stable, Commercial	P	P	P	s	s	s
Stable, Private	P	P	P	P	P	P
Stadium, Arena, Amphitheaters	P	P	P			
Stone Monument Sales	P	P	P			
Studio	P	P	P			
Swimming Pool (commercial)	P	P	P	P	P	P
Tailor/Seamstress or Alteration Shop	P	P	P			
Tattoo Establishment, Cosmetic	P	P	P			
Television, Radio, Microwave, Telecommunications Towers or Facilities (subject to additional restrictions of the Zoning Ordinance)	P	P	P	P		
Terminal, Passenger	S	S	S			
Theater, Indoor Motion Picture	P	P	P			
Ticket Agency	P	P	P			
Tobacco Shop	P	P	P			

Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Veterinarian Hospital (without outside pens)	P	P	P			
Video and Video Game Rental Store	P	P	P			
Warehousing and Freight Office and Storage	S	S	S			
Watch and Jewelry Repair	P	P	P			
Window Covering Store	P	P	P			
RESIDENTIAL USES						
Amenity centers/clubhouses	P	P	P	P	P	P
Multi-Family	P	P			P	
Single Family Attached	P	P	P	P	P	P
Single Family Detached	<u>P</u>	<u>P</u>	P	P	P	P
TEMPORARY USES						
Concrete or asphalt batch plant (temporary)	P	P	P	P	P	P
Field or construction offices and building material storage areas (temporary)	P	P	P	P	P	P
Model home (temporary)	P	P	P	P	P	P
Outdoor Holiday Sales (e.g., Christmas Trees, pumpkins, etc.) (temporary)	P	P	P			
Sales/marketing offices during construction (temporary)	P	P	P	P	P	P

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Bluff Springs 2)

This First Amendment to Development Agreement (this "Amendment") is made and entered into by and between WUSF 2 Redwood, LP ("WUSF 2"), in its capacity as a property owner, as described in the recitals below; WUSF 3 Redwood Meadows, LP ("WUSF 3"), in its capacity as a property owner, as described in the recitals below; Walton Texas, LP ("Walton Texas"), in its capacity as a property owner, as described in the recitals below, and in its capacity as an operator and manager authorized to sign this Agreement on behalf of all Individual Owners (hereinafter defined) pursuant to the Declarations (hereinafter defined); and the City of Ferris, Texas (the "City") to be effective _____, 2016 (the "Effective Date").

ARTICLE I
RECITALS

WHEREAS, WUSF 2, WUSF 3, Walton Texas and various individuals (the "Individual Owners") collectively own 100 percent of that certain real property located in Ellis County Texas, as more specifically described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property"); and

WHEREAS, WUSF 2 owns an undivided interest in that certain 450.298-acre tract of land that forms a part of the Property depicted as the "McCoy" parcel on **Exhibit B**; and

WHEREAS, WUSF 3 owns an undivided interest in that certain 104.98-acre tract of land that forms a part of the Property depicted as the "Toomey" parcel on **Exhibit B**;

WHEREAS, Walton Texas and the Individual Owners collectively own 100% of the remaining interest in all of the Property; and

WHEREAS, Walton Texas is the Operator and Manager of the Property on behalf of the Individual Owners, and is authorized to sign this Agreement on behalf of the Individual Owners, pursuant to the following (collectively, the "Declarations"): (a) that Certain Declaration of Covenants, Conditions and Restrictions recorded on June 8, 2012 in Volume 02631, Page 1920, Official Records, Ellis County, Texas; (b) that Certain Declaration of Covenants, Conditions and Restrictions recorded on October 23, 2009, in Volume 2477, Page 2156, Official Records, Ellis County, Texas; and (c) that Certain Declaration of Covenants, Conditions and Restrictions recorded on May 16, 2012, in Volume 02627, Page 0795, Official Records, Ellis County, Texas; and

WHEREAS, the City is a Type A general law municipality; and

WHEREAS, WUSF 2, WUSF 3, and Walton Texas are collectively referred to herein as the "Owner";

WHEREAS, the Owner and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, this Amendment amends that certain Development Agreement between the Parties effective on January 14, 2013 (the "Original Development Agreement") governing the Property; and

WHEREAS, as of the date of this Amendment, the Property is located in the City's ETJ; and

WHEREAS, the Parties desire to amend the permitted single family residential uses permitted in Hamlet A and Hamlet B within the Property.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner hereby agree as follows:

ARTICLE II
MISCELLANEOUS PROVISIONS

2.1. Except as modified by this Amendment, the terms and conditions of the Original Development Agreement shall remain in full force and effect. All capitalized terms in this Amendment shall be as defined in the Original Development Agreement unless otherwise defined herein.

2.2 The recitals contained in this Amendment are true and correct as of the date of this Amendment and form the basis upon which the Parties negotiated and entered into this Amendment.

2.3 Exhibit E of the Original Development Agreement is hereby amended to permit single family detached uses by right in Hamlet A and Hamlet B.

2.4 Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Amendment shall be recorded in the deed records of Collin County, Texas.

2.5 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Amendment is authorized by Section 212.172 of the Texas Local Government Code.

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

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

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property

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

ATTEST:

CITY OF FERRIS, TEXAS

By: _____
Name: _____
Title: City Secretary

By: _____
Name: _____
Title: Mayor
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

This instrument was acknowledged before me on _____, 2016
by _____, Mayor of the City of Ferris, Texas on behalf of said city.

Notary Public, State of Texas

WALTON TEXAS, LP,
a Texas limited partnership, in its capacity as
an Owner, and in its capacity as an Operator
and Manager on behalf of all Individual Owners
under and pursuant to the Declarations
referenced in the recitals hereof

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

By: Walton International Group, Inc.,
a Nevada corporation, its Manager

By: _____
Name: John Vick
Its: Authorized Signatory

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on _____, 2016
by John Vick, a Vice President of Walton International Group, Inc., a Nevada
corporation, the Manager of Walton Texas GP, LLC, a Texas limited liability company,
the General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of said
Texas limited partnership.

Notary Public, State of Arizona

WUSF 2 REDWOOD LP,
a Texas limited partnership,
in its capacity as an Owner

By: WUSF 2 Redwood GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton U.S. Land Fund 2, LP,
a Delaware limited partnership,
its Manager

By: WUSF 2 GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Land Management (USA), Inc.
a Delaware corporation
its Manager

By: _____
Name: John Vick
Its: Authorized Signatory

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on _____, 2016 by John Vick, a Vice President of Walton Land Management (USA), Inc., a Delaware corporation and the Manager of WUSF 2 GP, LLC, a Delaware limited liability company and the General Partner of Walton U.S. Land Fund 2, LP, a Delaware limited partnership and the Manager of WUSF 2 Redwood GP, LLC, a Delaware limited liability company and the General Partner of WUSD 2 Redwood LP, a Texas limited partnership, on behalf of said Texas limited partnership.

Notary Public, State of Arizona

WUSF 3 REDWOOD MEADOWS, LP,
a Texas limited partnership,
in its capacity as an Owner

By: WUSF 3 Redwood Meadows GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton U.S. Land Fund 3, LP,
a Delaware limited partnership,
its Manager

By: WUSF 3 GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Land Management (USA), Inc.
a Delaware corporation
its Manager

By: _____
Name: John Vick
Its: Authorized Signatory

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on _____, 2016 by John Vick, a Vice President of Walton Land Management (USA), Inc., a Delaware corporation and the Manager of WUSF 2 GP, LLC, a Delaware limited liability company and the General Partner of Walton U.S. Land Fund 2, LP, a Delaware limited partnership and the Manager of WUSF 2 Redwood GP, LLC, a Delaware limited liability company and the General Partner of WUSD 2 Redwood LP, a Texas limited partnership, on behalf of said Texas limited partnership.

Notary Public, State of Arizona

Following the District's confirmation election, the Owner shall cause the District to sign the following:

The Board of Directors of the District acknowledges this Agreement and agrees to be bound by all of the obligations in this Agreement that expressly pertain to the District.

Name: _____
Title: _____
Date: _____

Exhibit A
Property Description

BEING all that certain lot, tract, or parcel of land being a part of the JOHN W. BAKER SURVEY, Abstract No. 35, and being a part of a called 118.5585 acre tract of land (the north 1/2 of a described 237.117 acre tract) conveyed to Jimmy Don Allen and Norman Allen by Deed recorded in Volume 738, Page 522, Deed Records, Ellis County, Texas, (DRECT), and being more particularly described as follows:

BEGINNING at a railroad spike set in Bluff Springs Road (a county road) for the north corner of this tract and same for the said 118.5585 acre tract and 237.117 acre tract and being the west corner of a called 45.183 acre tract of land conveyed to Anglin and Associates, by Deed and recorded in Volume 1023, Page 409, Official Public Records, Ellis County, Texas, (OPRECT), and also being in the southeast line of Bluff Springs Park, First Installment, a subdivision in Ellis County, Texas, according to the plat filed in Cabinet B, Slide 80, of the Plat Records, Ellis County, Texas, (PRECT);

THENCE S 29°57'10" E, (Deed - S 29°30' E, Reference Bearing from GPS observation, Texas Co-Ordinate System, North Central Zone) along the northeast line of this tract and same for the said 118.5585 - 237.117 acre tract and along the southwest line of the 45.183 acre tract at approximately 30.00 feet pass a 1/2" steel rod set for witness corner, continuing along said lines at approximately 2109.37 feet pass the south corner of the 45.183 acre tract and the west corner of a called 105.498 acre tract of land conveyed to James H. Toomey and Virginia Toomey, by Deed and recorded in Volume 1741, Page 461, OPRECT, continuing along the southwest line of the Toomey Tract, in all, 2317.54 feet to a 1/2" steel rod set for the east corner of this tract and same for the said 118.5585 acre tract and being the north corner of another 118.5585 acre tract out of the called 237.117 acre tract (the south 1/2 of the 237.117 acre tract);

THENCE S 60°02'50" W, into the 237.117 acre tract and along the southeast line of this tract and same for the said first 118.5585 acre tract and along the northwest line of the second 118.5585 acre tract at approximately 2249.00 feet pass a 1/2" steel rod set for witness corner, in all, 2349.00 feet to a point in Bear Creek for the most southerly south corner of this tract and same for the first called 118.5585 acre tract and being in the original southwest line of the called 237.117 acre tract and is the most westerly corner of the second called 118.5585 acre tract, and also which lies in a northeast line of a called 18.939 acre tract of land conveyed to Judithe Ann Melby by Deed and recorded in Volume 2041, Page 1898, OPRECT;

THENCE along the approximate centerline of Bear Creek and a southwest and south line of the first called 118.5585 acre tract and same for this tract and same for the 237.117 acre tract and along east and north lines of the 18.939 acre tract as follows: N 19°22'05" W, 64.82 feet and S 83°00'00" W, 111.34 feet to a point for the most westerly south corner of this tract and same for the first called 118.5585 acre tract and a westerly south corner of the 237.117 acre tract and being a northerly corner of the 18.939 acre tract and being the east corner of a called 31.204 acre tract of land conveyed to Roy C. Coffee, Jr., by Deed and recorded in Volume 740, Page 802, DRECT;

THENCE N 30°26'26" W, along the southwest line of this tract and same for the first called 118.5585 acre tract and 237.117 acre tract and along the northeast line of the called 31.204 acre tract at approximately 100.00 feet pass a 1/2" steel rod set for witness corner, continuing along said lines at approximately 1887.51 feet pass a 1/2" steel rod set for witness corner, continuing along said lines, in all, 1917.51 feet to a railroad spike set in Bluff Springs Road for the west corner of this tract and same for the first called 118.5585 acre tract and same for the called 237.117 acre tract and being the north corner of the 31.204 acre tract and which lies in the southeast line of a called 1.9996 acre tract of land conveyed to Ricki J. Glass, by deed and recorded in Volume 1110, Page 237, OPRECT;

THENCE along Bluff Springs Road and the northwest lines of this tract and same for the first called 118.5585 acre tract and 237.117 acre tract and along the southeast lines of respective adjoining tracts as follows:

N 52°21'04" E, 1717.23 feet passing the following tracts:

1. the called 1.9996 acre tract;
2. a 2.00 acre tract of land conveyed to Justino D. Estrada and Mary C. Estrada by Deed and recorded in Volume 973, Page 674, OPRECT;
3. a 1.118 acre tract of land conveyed to Horacio Chavez and Bobbie Faye Ortiz by Deed and recorded in Vol. 1871, Pg.1018, OPRECT;
4. a 1.556 acre tract of land conveyed to Maria Angeles Martinez, by Deed and recorded in Vol. 2071, Pg. 1125, OPRECT;
5. a 9.909 acre tract of land conveyed to Ismael Coronado by Deed and recorded in Vol. 2119, Pg. 775, OPRECT;
6. a 1.000 acre tract of land out of a 19.015 acre tract of land conveyed to Katherine L. Hamm, by Deed and recorded in Vol. 1250, Pg. 749, OPRECT;
7. another southeast line of the 9.909 acre tract of land conveyed to Ismael Coronado by Deed and recorded in Vol. 2119, Pg. 775, OPRECT;
8. a 2.34 acre tract of land conveyed to Donald Wayne West and Carol Ann West by Deed and recorded in Vol. 611, Pg. 480, DRECT;
9. a 0.648 acre tract of land conveyed to Reda Crites by Deed and recorded in Vol. 817, Pg. 697, DRECT;
10. a 2.010 acre tract of land conveyed to Bettie Jean Schumacher by Deed and recorded in Vol. 2190, Pg. 224, OPRECT;
11. and a 1.080 acre tract of land conveyed to Jose Jervacio Mendiola by Deed and recorded in Vol. 2073, Page 177, OPRECT, to a railroad spike set for the east corner of the 1.080 acre tract and being the south corner of Bluff Springs Park, Second Installment as recorded in Cabinet B, Slide 149, Plat Records, Ellis County, Texas, (PRECT);

N 53°20'37" E, 590.94 feet along the southeast line of the said Bluff Springs Park, Second Installment, and 30 feet from and parallel to the southeast lines of Lots 10 through 6, respectively, to a railroad spike set for the east corner of the said Second Installment and being the south corner of the First Installment of Bluff Springs Park, First Installment as recorded in Cabinet B, Slide 80, PRECT;

and N 62°06'02" E, 167.39 feet along the southeast line of the said First Installment and 30 feet from and parallel to the southeast lines of Lots 12 and 13, respectively, to the POINT OF BEGINNING and containing approximately 122.748 acres of land.

BEING all that certain lot, tract, or parcel of land being a part of the JOHN W. BAKER SURVEY, Abstract No. 35, and being a part of a called 118.5585 acre tract of land (the south 1/2 of a described 237.117 acre tract) conveyed to Jimmy Don Allen by Deed recorded in Volume 738, Page 527, Deed Records, Ellis County, Texas, (DRECT), and also being all of a called 1.876 acre tract of land conveyed to Jimmy Allen and Marietta Allen by Deed recorded in Volume 2297, Page 1737, Official Public Records, Ellis County, Texas, (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the northeast line of the said 237.117 acre tract of land for the north corner of this tract and same for the called 118.5585 acre tract and being the east corner of a second called 118.5585 acre tract of land described in Volume 2335, Page 2308, OPRECT, and which bears approximately S 29°57'10" E, 2317.54 feet from a railroad spike set in Bluff Springs Road (a county road) for the north corner of the 237.117 acre tract and north corner of the second called 118.5585 acre tract; said steel rod set being in the southwest line of a called 105.498 acre tract of land conveyed to James H. Toomey, and wife, Virginia Toomey, in Volume 1741, Page 461, OPRECT;

THENCE S 29°57'10" E, (Deed - S 29°30' E, Reference Bearing from GPS observation, Texas Co-Ordinate System, North Central Zone) along the northeast line of this tract and same for the first called 118.5585 and same for the 237.117 acre tract and along the southwest line of the 105.498 acre tract at approximately 2418.20 feet pass a south corner of the 105.498 acre tract and the west corner of a 2.094 acre tract of land conveyed to Douglas Grones, and Mary Grones, husband and wife, by Deed and recorded in Volume 1855, Page 1949, OPRECT, continuing along the southwest line of the 2.094 acre tract, at 2574.10 feet pass a 1/2" steel rod found for the south corner of the 2.094 acre tract and the west corner of a second called 1.876 acre tract of land conveyed to Paul A. Bellantone and Donna M. Bellantone by Deed recorded in Volume 1929, Page 1946, OPRECT, continuing along the southwest line of the second called 1.876 acre tract, in all, 2720.91 feet to a 1/2" steel rod found for the southwest corner of the second called 1.876 acre tract and being the northwest corner of the first called 1.876 acre tract;

THENCE N 82°23'14" E, 341.42 feet along the north line of the first called 1.876 acre tract and the south line of the second called 1.876 acre tract to a 1/2" steel rod set in the west line of F.M. 983 (a dedicated public right-of-way) for the northeast corner of this tract and same for the said first called 1.876 acre tract and being the southeast corner of the second called 1.876 acre tract;

THENCE along the east lines of this tract and same for the first called 1.876 acre tract and along the west line of F.M. 983 as follows: S 09°13'32" W, 394.89 feet to a 1/2" steel rod set for corner in the beginning of a curve oriented clockwise and whose radius point bears N 82°07'18" W; and 103.31 feet along the arc of said curve (Central Angle = 04°15'04"; Radius = 1392.39 feet; Long Chord = S 10°00'14" W, 103.28 feet) passing a 1/2" steel rod set for the south corner of the first called 1.876 acre tract and being the east corner of the called 118.5585 acre tract, continuing

along another portion of the said curve oriented clockwise, 11.57 feet along the arc of said curve (Central Angle = $00^{\circ}28'34''$; Radius = 1392.39 feet; Long Chord = S $12^{\circ}22'05''$ W, 11.57 feet) to a 1/2" steel rod set for the southerly corner of this tract;

THENCE into the first said 118.5585 acre tract and same for the said 237.117 acre tract and along southwest, northwest, southwest, and south lines of this tract as follows: N $66^{\circ}41'00''$ W, 495.44 feet to a 1/2" steel rod set for corner; N $23^{\circ}19'00''$ E, 150.00 feet to a 1/2" steel rod set for corner; N $66^{\circ}41'00''$ W, 411.82 feet to a 1/2" steel rod set for corner; and S $75^{\circ}57'55''$ W, at 1048.42 feet pass a 1/2" steel rod set for witness corner, in all, 1148.42 feet to a point in Bear Creek and in a southwest line of the 118.5585 acre tract and 237.117 acre tract for the westerly south corner of this tract and being in the northeast line of a called 9.077 acre tract of land conveyed to James H. McGinty and Jeri A. McGinty, by Deed recorded in Volume 2288, Page 1516, OPRECT;

THENCE along the approximate centerline of Bear Creek and southwesterly lines of the first called 118.5585 acre tract and same for this tract and same for the 237.117 acre tract as follows: N $25^{\circ}02'03''$ W, 129.06 feet along the northeast line of the said 9.077 acre tract and N $52^{\circ}50'13''$ W, along said northeast line passing the north corner of the 9.077 acre tract and an east corner of a called 8.192 acre tract of land conveyed to E. Alan Bradley, et ux, Arlyle Bradley, by Deed and recorded in Volume 1456, Page 175, OPRECT, continuing along the northeast line of the 8.192 acre tract, passing the north corner of the 8.192 acre tract and the east corner of a called 7.597 acre tract of land conveyed to Rex A. Chastain and Tammie L. Chastain, by Deed and recorded in Volume 2071, Page 912, OPRECT, continuing along a northeast line of the 7.597 acre tract, in all, 399.13 feet to a point for corner; continuing along northeast lines of the 7.597 acre tract, S $87^{\circ}05'20''$ W, 199.31 feet to a point for corner; N $31^{\circ}16'11''$ W, 129.17 feet to a point for corner; N $23^{\circ}08'13''$ W, passing the north corner of the 7.597 acre tract and the east corner of a called 7.402 acre tract of land conveyed to Troy H. Barron and wife, Kathy D. Barron, by Deed and recorded in Volume 1833, Page 500, OPRECT, in all, 151.72 feet to a point for corner; N $59^{\circ}37'50''$ W, 160.50 feet and N $11^{\circ}53'57''$ W, along northeast lines of the 7.402 acre tract passing the north corner of the 7.402 acre tract and an east corner of a called 10.000 acre tract of land conveyed to John R. Roberts and Catherine A. Roberts, by Deed and recorded in Volume 2015, Page 905, OPRECT, continuing along a northeast line of the 10.000 acre tract, in all, 120.85 feet to a point for corner; continuing along easterly lines of the 10.000 acre tract, N $00^{\circ}51'26''$ W, 48.39 feet; S $47^{\circ}18'18''$ E, 178.33 feet; S $74^{\circ}34'06''$ E, 65.71 feet; N $10^{\circ}56'52''$ W, 235.43 feet; N $41^{\circ}44'57''$ W, passing the north corner of the 10.000 acre tract and the east corner of a called 12.270 acre tract of land conveyed to Steven D. Bakley by Deed and recorded in Volume 1859, Page 1721, OPRECT, continuing along a northeast line of the 12.270 acre tract, in all, 168.18 feet; continuing along northeast lines of the 12.270 acre tract; N $74^{\circ}14'07''$ W, 143.48 feet; N $17^{\circ}51'45''$ W, 99.26 feet; N $81^{\circ}11'54''$ W, 219.94 feet; N $64^{\circ}27'37''$ W, 155.20 feet; S $78^{\circ}26'14''$ W, 142.61 feet; and N $78^{\circ}27'21''$ W, passing the westerly north corner of the 12.270 acre tract and the east corner of a called 18.939 acre tract of land conveyed to Judith Ann Melby by Deed and recorded in Volume 2041, Page 1898, OPRECT, continuing along a northeast line of the 18.939 acre tract, in all, 237.21 feet; and N $19^{\circ}22'05''$ W, 113.58 feet continuing along a northeast line of the 18.939 acre tract to a point for the west corner of this tract and same for the first called 118.5585 acre tract and being the south corner of the second called 118.5585 acre tract;

THENCE N 60°02'50" E, along the northwest line of this tract and same for the first called 118.5585 acre tract and along the southeast line of the second called 118.5585 acre tract and through the original 237.117 acre tract at approximately 100.00 feet pass a 1/2" steel rod set for witness corner, continuing along said lines, in all, 2349.00 feet to the POINT OF BEGINNING and containing approximately 102.375 acres of land,

BEING a tract or parcel of land situated in Ellis County, Texas and being part of the John W. Baker Survey Abstract 35 and also being part of that 173.605 acre tract of land conveyed to Colonial Savings Association of America by Substitute Trustee's Deed recorded in Volume 768, Page 286, of the Deed Records of Ellis County, Texas, and being all that certain tract of land conveyed to Anglin & Associates - Tanner's Farm, by deed recorded in Volume 1023, Page 409, said Deed Records, and being more particularly described as follows:

BEGINNING at a nail with shiner set in asphalt from which a disturbed 1/2 inch iron rod found bears South 53 deg. 35 min. 52 sec. West, 4.92 feet for the northeast corner of said Anglin tract, same being in the south line of Bluff Springs Park Second Installment, an addition to Ellis County, by plat thereof recorded in Cabinet B, Page 149, said Deed Records, same being the most westerly northwest corner of Section Four Tanner's Farm, an addition to Ellis County, by plat recorded in Cabinet B, Page 496, said Deed Records, same being in the approximate centerline of Bluff Springs Road (a prescriptive right-of-way);

THENCE along the common line of said Anglin tract and the west line of said Section Four Tanner's Farm as follows:

South 48 deg. 54 min. 49 sec. East, a distance of 390.00 feet to a 1/2 inch iron rod set for an angle point;

North 41 deg. 05 min. 11 sec. East, a distance of 47.98 feet to a 1/2 inch iron rod found for an angle point;

South 29 deg. 31 min. 09 sec. East, a distance of 1620.84 feet to a 1/2 inch iron rod set for an angle point;

South 62 deg. 41 min. 11 sec. West, a distance of 5.48 feet to a 1/2 inch iron rod set for an angle point;

South 27 deg. 18 min. 49 sec. East, a distance of 310.00 feet to a 1/2 inch iron rod found for the southeast corner of said Anglin tract, same being the southwest corner of said Section Four Tanner's Farm, same being in the north line of that certain called 105.498 acre tract of land to James H. Toomey, etal, by deed recorded in Volume 1741, page 461, aforesaid Deed Records;

THENCE South 62 deg. 41 min. 11 sec. West, along the common line of said Anglin tract, and said Toomey tract, and generally along a wire fence, a distance of 897.18 feet to a 1/2 inch iron rod set for the southwest corner of said Anglin tract, same being the northwest corner of said Toomey tract, same being in the northeast line of that certain called 122.748 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2477, Page 0033, said Deed Records, a 1/2 inch iron rod found bears South 29 deg. 25 min. 24 sec. East, 132.63 feet;

THENCE North 29 deg. 25 min. 24 sec. West, along the common line of said Anglin tract, and said Walton Texas tract, and generally along a wire fence, a distance of 2176.02 feet to a nail with shiner set in asphalt from which a spike found bears North 63 deg. 28 min. 08 sec. East, 7.33 feet, said corner being the northwest corner of said Anglin tract, same being the northeast corner of said Walton Texas tract, same being in the south line of aforesaid Bluff Springs Park Second Installment, same being in the approximate centerline of aforesaid Bluff Springs Road;

THENCE North 62 deg. 33 min. 51 sec. East, along the common line of said Anglin tract, the south line of said Bluff Springs Park Second Installment, and said Bluff Springs Road, a distance of 481.71 feet to a nail with shiner set in asphalt for an angle point;

THENCE North 41 deg. 07 min. 11 sec. East, continuing along the common line of said Anglin tract, the south line of said Bluff Springs Park Second Installment, and said Bluff Springs Road, a distance of 269.36 feet to the POINT OF BEGINNING and containing 1,972,408 square feet or 45.280 acres of computed land, more or less, of which approximately 22,731 square feet or 0.522 acre lie within Bluff Springs Road, leaving a net area of 1,949,677 square feet or 44.758 acres of computed land, more or less.

Being a 104.980 acre tract of land situated in John W. Baker Survey, Abstract No. 35, Ellis County, Texas, and being a part of that certain called 111.344 acre tract of land conveyed in deed to James H. Toomey and wife, Virginia Toomey, as recorded in Volume 1722, Page 635, Deed Records, Ellis County, Texas, as corrected in Volume 1741, Page 461, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of said Toomey tract, same being the southwest corner of that certain called 450.296 acre tract of land to M.C. McCoy, by deed recorded in Volume 738, Page 255, said Deed Records, same being in the north right-of-way line of F.M. 983 (an 80' right-of-way), same being in a curve to the left having a radius of 421.97 feet, and a delta angle of 15 deg. 43 min. 44 sec.;

THENCE along the common line of said Toomey tract, and the north right-of-way line of said F.M. 983 as follows:

In a southwesterly direction, and along said curve to the left, an arc distance of 115.84 feet, and a chord bearing and distance of South 67 deg. 39 min. 41 sec. West, 115.48 feet to a 1/2 inch iron rod set with "PEISER SURVEYING" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for an angle point;

South 59 deg. 34 min. 16 sec. West, a distance of 664.28 feet to a 1/2 inch iron rod found with "RPLS 4466" cap found for the beginning of a curve to the left having a radius of 803.94 feet, and a delta angle of 27 deg. 26 min. 09 sec.;

In a southwesterly direction, and along said curve to the left, an arc distance of 384.96 feet, and a chord bearing and distance of South 45 deg. 41 min. 45 sec. West, 381.30 feet to a 1/2 inch iron rod set for the most southerly southeast corner of the herein described tract, same being the

northeast corner of that certain called 2.094 acre tract of land to Douglas Grones and Mary Grones, by deed recorded in Volume 1855, Page 1949, aforesaid Deed Records;

THENCE South 73 deg. 52 min. 36 sec. West, along the north line of said Grones tract, and through the interior of the original Toomey parent tract, a distance of 450.64 feet to a 1/2 inch iron rod set for an angle point;

THENCE South 62 deg. 49 min. 06 sec. West, continuing along the north line of said Grones tract, and through the interior of the original Toomey parent tract, a distance of 214.82 feet to a 1/2 inch iron rod set for the most southerly southwest corner of the herein described tract, same being the northwest corner of said Grones tract, same being in the southwest line of said Toomey tract, same being in the northeast line of that certain called 101.375 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2477, Page 0075, aforesaid Deed Records;

THENCE North 29 deg. 31 min. 36 sec. West, along the common line of said Toomey tract, and said Walton Texas tract, passing at a distance of 2,418.20 feet a 1/2 inch iron rod found at the northeast corner of said Walton Texas tract, same being the southeast corner of that certain called 122.748 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2477, Page 0033, said Deed Records, and continuing along the common line of said Toomey tract, and said Walton Texas tract (Volume 2477, Page 0033), a total distance of 2,550.83 feet to a 1/2 inch iron rod found with "PEISER SURVEYING" cap for the northwest corner of said Toomey tract, same being the southwest corner of that certain called 44.758 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2626, Page 0497, said Deed Records;

THENCE North 62 deg. 41 min. 11 sec. East, along the common line of said Toomey tract, and said Walton Texas tract (Volume 2626, Page 0497), a distance of 897.18 feet to a 1/2 inch iron rod found for an angle point in the north line of said Toomey tract, same being the southeast corner of said Walton Texas tract (Volume 2626, Page 0497), same being the southwest corner of Section Four Tanner's Farm, an addition to Ellis County, by plat recorded in Cabinet B, Page 496, said Deed Records;

THENCE North 62 deg. 46 min. 35 sec. East, along the common line of said Toomey tract, and said Section Four Tanner's Farm, a distance of 889.26 feet to a 1/2 inch iron rod found for the northeast corner of said Toomey tract, same being a northwest corner of Lot 29, Section One Tanner's Farm, an addition to Ellis County, by plat recorded in Cabinet B, Page 317, said Deed Records;

THENCE South 31 deg. 24 min. 22 sec. East, along the common line of said Toomey tract, and said Lot 29, a distance of 265.19 feet to a 3/8 inch iron rod found for an angle point in said Toomey tract, same being the southwest corner of said Lot 29, same being a northwest corner of aforesaid McCoy tract;

THENCE South 29 deg. 41 min. 54 sec. East, along the common line of said Toomey tract, and said McCoy tract, a distance of 2,235.40 feet to the POINT OF BEGINNING and containing 4,572,929 square feet or 104.980 acres of computed land, more or less.

ALL THAT CERTAIN 450.298 ACRE LOT, TRACT OR PARCEL OF LAND SITUATED IN ELLIS COUNTY, TEXAS, AND BEING PART OF THE JOHN W. BAKER ABSTRACT 35, AND THE MASON PHELPS SURVEY ABSTRACT 824, AND BEING A CALLED 450.296 ACRE TRACT OF LAND IN DEED TO M.C. McCOY, AS RECORDED IN VOLUME 738, PAGE 255, DEED RECORDS, ELLIS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 1.000 ACRE TRACT OF LAND MORE FULLY DESCRIBED IN THAT SPECIAL WARRANTY DEED DATED AUGUST 2, 2007, EXECUTED BY MAC MCCOY TO JOSHUA J. KAHN, TRUSTEE, RECORDED IN VOLUME 2331, PAGE 1158, OFFICIAL RECORDS, ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD SET WITH "PEISER SURVEYING" RED PLASTIC CAP (HEREINAFTER REFERRED TO AS 1/2" IRS) AT THE INTERSECTION OF THE SOUTHERLY LINE OF FM 664 AND THE NORTHWEST CORNER OF SAID McCOY TRACT, SAME BEING IN THE NORTHEAST LINE OF SECTION ONE TANNER'S FARM, AN ADDITION TO ELLIS COUNTY, BY PLAT RECORDED IN CABINET B, PAGE 317, SAID DEED RECORDS;

THENCE NORTH 60° 01' 30" EAST ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 669.07 FEET TO A POINT FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS NORTH 38° 45' 54" WEST, 1.34 FEET FOR AN ANGLE POINT;

THENCE NORTH 59° 59' 52" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 498.99 FEET TO A WOOD HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT;

THENCE NORTH 59° 54' 42" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 451.23 FEET TO A 5/8 INCH IRON ROD FOUND FROM WHICH A HIGHWAY MONUMENT BEARS SOUTH 13° 51' 31" EAST, 0.92 FOOT FOR AN ANGLE POINT;

THENCE NORTH 60° 58' 38" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 1168.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN AN EASTERLY DIRECTION CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1849.86 FEET, A CENTRAL ANGLE OF 00°27' 27", AND AN ARC LENGTH OF 14.77 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID McCOY TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.00 ACRE TRACT OF LAND TO BRUCE D. MOORE, BY DEED RECORDED IN VOLUME 1843, PAGE 196, AFORESAID DEED RECORDS;

THENCE SOUTH 27° 48' 32" EAST ALONG THE EASTERLY LINE OF SAID McCOY TRACT, AND SAID MOORE TRACT, PASSING THE SOUTHWEST CORNER OF SAID MOORE TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN

CALLED 62.692 ACRE TRACT OF LAND TO FERRIS DEVELOPMENT, LTD., BY DEED RECORDED IN VOLUME 1941, PAGE 1354, SAID DEED RECORDS, AND CONTINUING ALONG THE EASTERLY LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A TOTAL DISTANCE OF 1351.14 FEET TO A 1/2" IRS;

THENCE SOUTH 61° 07' 30" WEST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 58.34 FEET TO A 1/2" IRS;

THENCE SOUTH 28° 30' 10" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 1,091.36 FEET TO A 1/2" IRS;

THENCE NORTH 60° 02' 45" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 682.53 FEET TO A 1/2 INCH IRON PIPE FOUND FOR AN ANGLE POINT;

THENCE SOUTH 89° 13' 30" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 876.81 FEET TO A POINT FROM WHICH A 5/8 INCH IRON ROD BEARS NORTH 87° 06' 01" WEST 6.29 FEET FOR CORNER IN THE CENTER LINE OF A CREEK, SAID CORNER BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID McCOY TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 73.14 ACRE TRACT OF LAND TO JEAN DAVIS (DEED RECORDING INFORMATION UNKNOWN);

THENCE IN A SOUTHERLY DIRECTION ALONG THE MEANDERS OF SAID CREEK THE FOLLOWING CALLS:

SOUTH 01° 11' 30" EAST A DISTANCE OF 224.29 FEET,
NORTH 85° 37' 35" WEST A DISTANCE OF 63.46 FEET,
SOUTH 01° 45' 30" WEST A DISTANCE OF 152.23 FEET,
SOUTH 44° 42' 10" EAST A DISTANCE OF 119.70 FEET,
SOUTH 37° 27' 10" WEST A DISTANCE OF 112.17 FEET,
SOUTH 46° 42' 30" EAST A DISTANCE OF 109.35 FEET,
SOUTH 22° 09' 50" WEST A DISTANCE OF 223.42 FEET,
SOUTH 87° 58' 35" EAST A DISTANCE OF 83.12 FEET,
SOUTH 07° 39' 30" WEST A DISTANCE OF 75.62 FEET,
SOUTH 49° 16' 16" EAST A DISTANCE OF 49.65 FEET,
SOUTH 06° 14' 42" WEST A DISTANCE OF 86.42 FEET,
SOUTH 31° 45' 13" EAST A DISTANCE OF 319.11 FEET,
SOUTH 52° 32' 53" EAST A DISTANCE OF 203.10 FEET,
SOUTH 01° 44' 09" WEST A DISTANCE OF 340.49 FEET,
SOUTH 25° 55' 56" EAST A DISTANCE OF 68.23 FEET,
SOUTH 09° 15' 19" EAST A DISTANCE OF 448.57 FEET TO A POINT FOR CORNER IN THE CENTER LINE OF ANOTHER CREEK;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE MEANDERS OF SAID CREEK THE FOLLOWING CALLS:

SOUTH 61° 28' 52" EAST A DISTANCE OF 378.70 FEET,
SOUTH 71° 43' 00" EAST A DISTANCE OF 390.11 FEET TO A POINT FOR CORNER IN THE NORTHERLY LINE OF FM 983;

THENCE SOUTH 39° 20' 10" WEST ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 78.20 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN A WESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 909.93 FEET, A CENTRAL ANGLE OF 21° 00' 00", AND AN ARC LENGTH OF 333.51 FEET TO A WOOD HIGHWAY MONUMENT FOUND FOR THE END OF SAID CURVE TO THE RIGHT;

THENCE SOUTH 59° 48' 09" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 121.22 FEET TO A 1/2" IRS FOR AN ANGLE POINT;

THENCE SOUTH 48° 53' 35" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 25.20 FEET TO A 1/2" IRS FOR AN ANGLE POINT;

THENCE SOUTH 60° 20' 10" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 650.50 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN A WESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1949.86 FEET, A CENTRAL ANGLE OF 02° 08' 21", AND AN ARC LENGTH OF 72.80 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER FOR THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 3.00 ACRE TRACT OF LAND TO DONNA SHAW, ETAL, BY DEED RECORDED IN VOLUME 969, PAGE 404, AFORESAID DEED RECORDS;

THENCE NORTH 15° 36' 15" WEST A DISTANCE OF 393.06 FEET TO A 1/2" IRS FOR THE SOUTHWEST CORNER OF THAT AFORESAID CALLED 1.00 ACRE TRACT OF LAND TO JOSHUA J. KAHN, BY DEED RECORDED IN VOLUME 2331, PAGE 1158, SAID DEED RECORDS;

THENCE NORTH 54° 41' 15" EAST A DISTANCE OF 217.80 FEET TO A 1/2" IRS FOR THE SOUTHEAST CORNER OF SAID KAHN TRACT;

THENCE NORTH 15° 36' 15" WEST A DISTANCE OF 200.00 FEET TO A 1/2" IRS FOR THE NORTHEAST CORNER OF SAID KAHN TRACT;

THENCE SOUTH 54° 41' 15" WEST PASSING THE COMMON NORTH CORNER OF SAID KAHN TRACT, AND SAID SHAW TRACT, AND CONTINUING ALONG THE NORTH LINE OF SAID SHAW TRACT, A TOTAL DISTANCE OF 452.86 FEET TO A 1/2" IRS FOR THE NORTHWEST CORNER OF SAID SHAW TRACT;

THENCE SOUTH 15° 36' 15" EAST A DISTANCE OF 593.06 FEET TO A 1/2" IRS IN THE NORTHERLY LINE OF FM 983, SAID CORNER BEING THE SOUTHWEST CORNER OF SAID SHAW TRACT, SAME BEING IN A NON-TANGENT CURVE TO THE LEFT;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1949.86 FEET, A CENTRAL ANGLE OF 11° 28' 23", AND AN ARC LENGTH OF 390.44 FEET TO A 1/2" IRS FOR THE END OF SAID CURVE TO THE LEFT;

THENCE SOUTH 39° 45' 30" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 734.13 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN A SOUTHWESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 437.46 FEET, A CENTRAL ANGLE OF 50° 54' 50", AND ARC LENGTH OF 388.73 FEET TO A 1/2" IRS FOR THE END OF SAID CURVE TO THE RIGHT;

THENCE NORTH 89° 21' 41" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 1699.29 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN A SOUTHWESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 421.97 FEET, A CENTRAL ANGLE OF 15° 08' 47", AND AN ARC LENGTH OF 111.55 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID McCOY TRACT, SAME BEING THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 105.498 ACRE TRACT OF LAND TO JAMES H. TOOMEY, ETAL, BY DEED RECORDED IN VOLUME 1741, PAGE 461, AFORESAID DEED RECORDS;

THENCE NORTH 29° 41' 54" WEST ALONG THE WESTERLY LINE OF SAID McCOY TRACT AND THE EASTERLY LINE OF SAID TOOMEY TRACT, A DISTANCE OF 2235.40 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER FOR A NORTHWEST CORNER OF SAID McCOY TRACT, SAME BEING A SOUTHWEST CORNER OF SECTION ONE TANNER'S FARM, AN ADDITION TO ELLIS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, PAGE 604, SAID DEED RECORDS;;

THENCE NORTH 36° 50' 45" EAST ALONG THE NORTHERLY LINE OF SAID McCOY TRACT, AND THE SOUTH LINE OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 604), PASSING THE SOUTHEAST CORNER OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 604), SAME BEING THE SOUTHWEST CORNER OF AFORESAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317), CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317), A TOTAL DISTANCE OF 1706.33 FEET TO A 3/8 INCH IRON ROD FOUND FOR AN INTERNAL CORNER OF SAID McCOY TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317);

THENCE ALONG THE CALCULATED NORTHEAST LINE OF SAID SECTION ONE TANNER'S FARM (CABINET B. SLIDE 317), AND THROUGH THE INTERIOR OF SAID McCOY TRACT AS FOLLOWS:

NORTH 37° 21' 24" WEST, PASSING AT A DISTANCE OF 459.05 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING A TOTAL DISTANCE OF 475.37 FEET TO 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

NORTH 55° 02' 08" WEST, A DISTANCE OF 604.44 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

SOUTH 55° 11' 10" WEST, A DISTANCE OF 83.55 FEET TO A 1/2 INCH IRON ROD FOUND WITH "4688" CAP FOR AN ANGLE POINT;

NORTH 50° 54' 46" WEST, PASSING AT A DISTANCE OF 289.07 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING AND PASSING AT A DISTANCE OF 242.82 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING A TOTAL DISTANCE OF 591.08 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

NORTH 38° 49' 04" WEST, A DISTANCE OF 195.25 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT;

NORTH 54° 48' 31" WEST, A DISTANCE OF 630.87 FEET TO THE PLACE OF BEGINNING AND CONTAINING 19,615,008 SQUARE FEET OR 450.298 ACRES OF COMPUTED LAND, MORE OR LESS, OF WHICH, APPROXIMATELY 77.7 ACRES LIE WITHIN THE DIGITALLY SCALED FEMA FLOODPLAIN.

Being a 68.673 acre tract of land situated in Mason Phelps Survey, Abstract No. 824, Ellis County, and being a part of that certain tract of land conveyed in deed to Willie L. Davis, as recorded in Volume 545, Page 1069, Deed Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with "PEISER SURVEYING" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for the most northerly northeast corner of the herein described tract, same being in the north line of said Davis tract, same being in the south line of

Shaw Creek Ranch Phase 1A, an addition to Ellis County, according to the plat thereof recorded in Cabinet G, Page 294, said Deed Records, same being North 89 deg. 12 min. 59 sec. West, a distance of 414.31 feet from a 5/8 inch iron rod found at the southeast corner of Block 3 of said Shaw Creek Ranch Phase 1A at its intersection with the northwest right-of-way line of F.M. 983 (an 80' public right-of-way);

THENCE South 08 deg. 17 min. 16 sec. East, through the interior of said Davis tract, a distance of 374.26 feet to a 1/2 inch iron rod set for an internal corner of the herein described tract;

THENCE South 87 deg. 55 min. 31 sec. East, continuing through the interior of said Davis tract, a distance of 158.19 feet to a 1/2 inch iron rod set in the west right-of-way line of said F.M. 983;

THENCE along the common line of said Davis tract, and the west right-of-way line of said F.M. 983 as follows:

South 02 deg. 04 min. 29 sec. West, a distance of 442.20 feet to a wood highway monument found for an angle point;

South 03 deg. 10 min. 45 sec. West, a distance of 68.42 feet to a 1/2 inch iron rod set for the northeast corner of that certain called 1.487 acre tract of land to Leonardo Figueroa, Jr. and Liliana Moya, by deed recorded in Volume 2251, Page 2416, aforesaid Deed Records;

THENCE along the common line of said Davis tract, and said Figueroa and Moya tract as follows:

North 83 deg. 56 min. 47 sec. West, a distance of 273.30 feet to a 1/2 inch iron rod set for the northwest corner of said Figueroa and Moya tract;

South 03 deg. 31 min. 37 sec. East, a distance of 254.66 feet to a fence corner for the southwest corner of said Figueroa and Moya tract;

South 84 deg. 19 min. 13 sec. East, a distance of 243.45 feet to a 1/2 inch iron rod set for the southeast corner of said Figueroa and Moya tract, same being in the east line of said Davis tract, same being in the west right-of-way line of aforesaid F.M. 983;

THENCE along the common line of said Davis tract, and the west right-of-way line of said F.M. 983 as follows:

South 03 deg. 10 min. 45 sec. West, a distance of 570.25 feet to a wood highway monument found for an angle point, said point being the beginning of a curve to right having a radius of 1166.00 feet and a delta angle of 24 deg. 30 min. 36 sec.;

Along said curve to the right, an arc distance of 498.79 feet and a chord bearing and distance of South 08 deg. 02 min. 48 sec. West, 495.00 feet to a wood highway monument found for angle point;

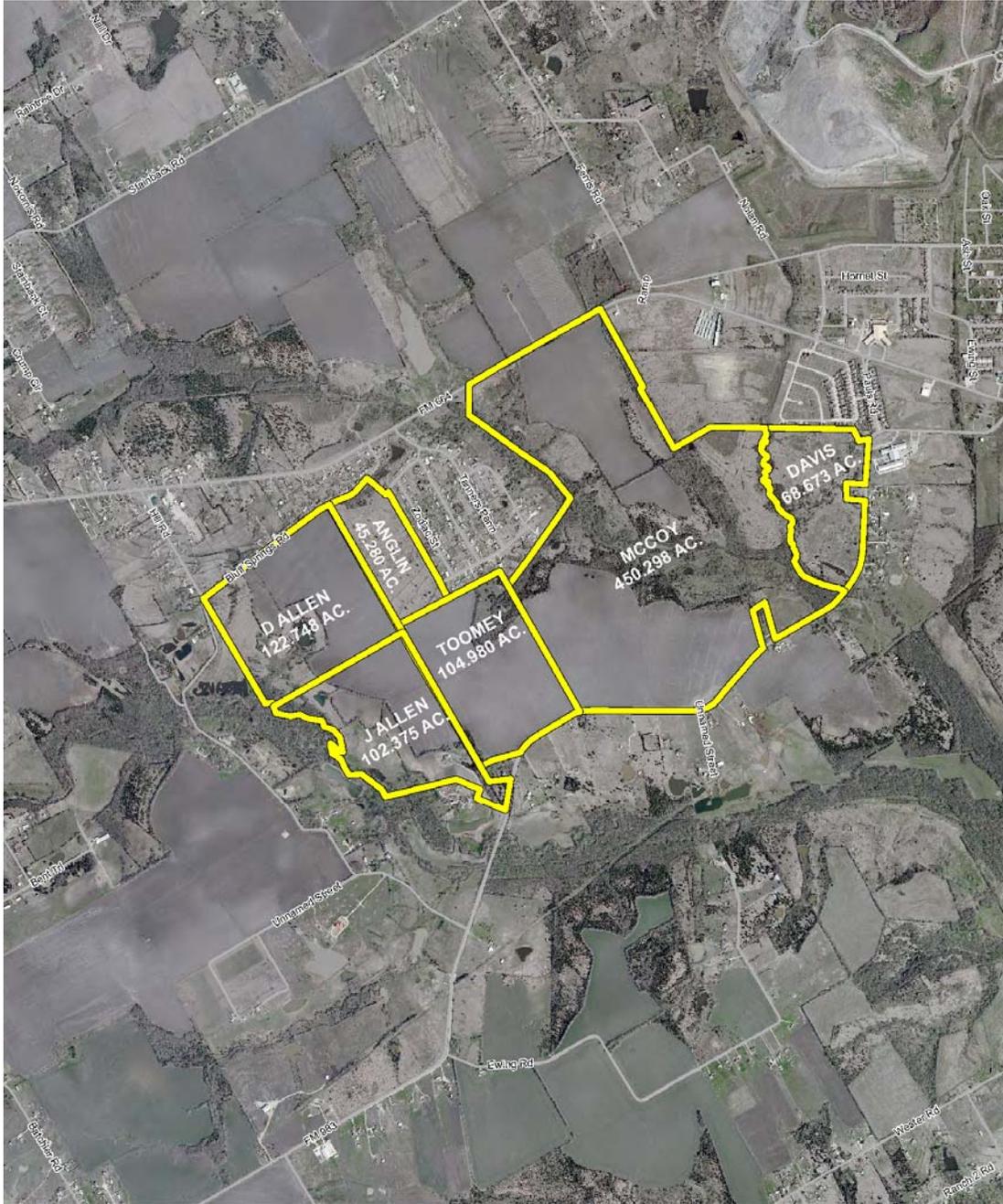
South 33 deg. 28 min. 05 sec. West, a distance of 422.94 feet to an angle point for the approximate centerline of Long Branch Creek, same being the most southerly southeast corner of that certain called 450.29 acre tract of land to M.C. McCoy, by deed recorded in Volume 738, Page 255, said Deed Records;;

THENCE along the meanders of said Long Branch Creek, and along the common line of said Davis tract, and said McCoy tract as follows:

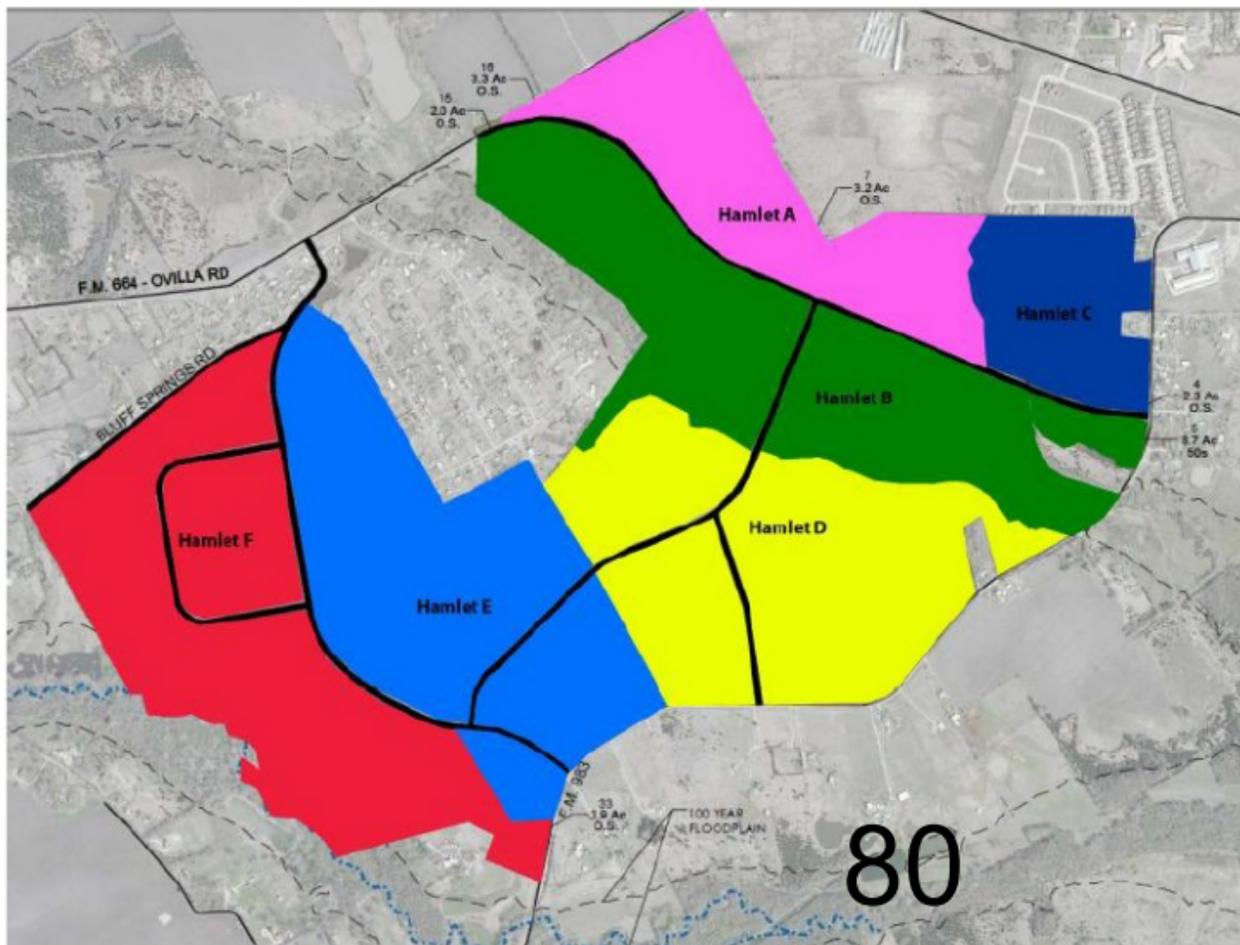
North 71 deg. 43 min. 00 sec. West, a distance of 390.11 feet to an angle point;
North 61 deg. 28 min. 52 sec. West, a distance of 378.70 feet to an angle point;
North 09 deg. 15 min. 19 sec. West, a distance of 448.57 feet to an angle point;
North 25 deg. 55 min. 56 sec. West, a distance of 68.23 feet to an angle point;
North 01 deg. 44 min. 09 sec. East, a distance of 340.49 feet to an angle point;
North 52 deg. 32 min. 53 sec. West, a distance of 203.10 feet to an angle point;
North 31 deg. 45 min. 13 sec. West, a distance of 319.11 feet to an angle point;
North 06 deg. 14 min. 42 sec. East, a distance of 86.42 feet to an angle point;
North 49 deg. 16 min. 16 sec. West, a distance of 49.65 feet to an angle point;
North 07 deg. 39 min. 30 sec. East, a distance of 75.62 feet to an angle point;
North 87 deg. 58 min. 35 sec. West, a distance of 83.12 feet to an angle point;
North 22 deg. 09 min. 50 sec. East, a distance of 223.42 feet to an angle point;
North 46 deg. 42 min. 30 sec. West, a distance 109.35 feet to an angle point;
North 37 deg. 27 min. 10 sec. East, a distance of 112.17 feet to an angle point;
North 44 deg. 42 min. 10 sec. West, a distance of 119.70 feet to an angle point;
North 01 deg. 45 min. 30 sec. East, a distance of 152.23 feet to an angle point;
South 85 deg. 37 min. 35 sec. East, a distance of 63.46 feet to an angle point;
North 01 deg. 11 min 30 sec. West, a distance of 224.29 feet to a point from which a 5/8 inch iron rod found bears North 87 deg. 06 min. 01 sec. West, 6.29 feet for the northwest corner of said Davis tract, same being a northeast corner of said McCoy tract, same being in the south line of Shaw Creek Ranch Phase 1B, an addition to Ellis County, according to the plat thereof recorded in Cabinet H, Page 427, said Deed Records;

THENCE South 89 deg. 12 min. 59 sec. East, along the common line of said Davis tract, and the south line of said Shaw Creek Ranch Phase 1B, passing the southeast corner of said Shaw Creek Ranch Phase 1B, same being the southwest corner of aforesaid Shaw Creek Ranch Phase 1A, and continuing along the common line of said Davis tract, and the south line of said Shaw Creek Ranch Phase 1A, a total distance of 1329.13 feet to the POINT OF BEGINNING and containing 2,991,408 square feet or 68.673 acres of computed land, more or less, of which approximately 9.980 acres lie within the digitally scaled FEMA Floodplain.

Exhibit B
Property Depiction



CONCEPT PLAN



ORDINANCE NO. O-13-744

**ORDINANCE OF CITY OF FERRIS, TEXAS
GIVING CONSENT TO THE CREATION OF A FRESH WATER SUPPLY DISTRICT**

WHEREAS, Pursuant to Chapters 49 and 53 of the Texas Water Code, and by petition to the Ellis County Commissioners Court, WUSF 2 Redwood, LP, WUSF 3 Redwood Meadows, LP, and Walton Texas, LP (collectively, the "Petitioner") wish to create Ellis County Fresh Water Supply District No. 4 (the "District") to serve the 894.354 acres of land in Ellis County, Texas described in the attached Exhibit "A" ("Petitioner's Land"); and

WHEREAS, all of the land to be included within the District is located within the extraterritorial jurisdiction of the City of Ferris; and

WHEREAS, V.T.C.A. Local Government Code, Section 42.042 provides that land within the extraterritorial jurisdiction of a city may not be included within a fresh water supply district without the written consent of such city, town, or village; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City of Ferris, Texas, a Petition for Consent to Creation of Ellis County Fresh Water Supply District No. 4; and

WHEREAS, the City Council of the City of Ferris desires to adopt Ordinance No. O-13-744 as set forth herein for the purpose of consenting to the creation of the District; Now Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS:

1. That all of the matters and facts set out in the preamble hereof be true and correct.
2. That the City Council of the City of Ferris, Texas, hereby specifically gives its written consent, as provided by Section 42.042 V.T.C.A. Local Government Code, to the creation of Ellis County Fresh Water Supply District No. 4, within the extraterritorial jurisdiction of the City of Ferris, the boundaries of such land being described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.
3. That the District shall not, without prior City Council approval, issue bonds with a term longer than 30 years or issue bonds beyond the 30th anniversary of the effective date of that certain Development Agreement between the City and the Petitioner related to the Petitioner's Land and approved by the City Council on January 14, 2013.

PASSED AND APPROVED on this 14th day of January, 2013.

CERTIFICATE OF ORDINANCE NO.O-13-744

CITY OF FERRIS, TEXAS

I, the undersigned City Secretary of the City of Ferris, Texas hereby certify that the attached and foregoing is a true and correct copy of Ordinance No. O-13-744 of the City of Ferris, Texas, consenting to the creation of a fresh water supply district, to be known as Ellis County Freshwater Supply District No. 4. I further certify that said Ordinance was passed and approved by the City Council of the City of Ferris on January 14, 2013.

WITNESS MY HAND AND SEAL OF THE CITY OF FERRIS, TEXAS, the 14th day of January, 2013.

(SEAL)



Pat Bradley

City Secretary, City of Ferris, Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

BEING all that certain lot, tract, or parcel of land being a part of the JOHN W. BAKER SURVEY, Abstract No. 35, and being a part of a called 118.5585 acre tract of land (the north 1/2 of a described 237.117 acre tract) conveyed to Jimmy Don Allen and Norman Allen by Deed recorded in Volume 738, Page 522, Deed Records, Ellis County, Texas, (DRECT), and being more particularly described as follows:

BEGINNING at a railroad spike set in Bluff Springs Road (a county road) for the north corner of this tract and same for the said 118.5585 acre tract and 237.117 acre tract and being the west corner of a called 45.183 acre tract of land conveyed to Anglin and Associates, by Deed and recorded in Volume 1023, Page 409, Official Public Records, Ellis County, Texas, (OPRECT), and also being in the southeast line of Bluff Springs Park, First Installment, a subdivision in Ellis County, Texas, according to the plat filed in Cabinet B, Slide 80, of the Plat Records, Ellis County, Texas, (PRECT);

THENCE S 29°57'10" E, (Deed - S 29°30' E, Reference Bearing from GPS observation, Texas Co-Ordinate System, North Central Zone) along the northeast line of this tract and same for the said 118.5585 - 237.117 acre tract and along the southwest line of the 45.183 acre tract at approximately 30.00 feet pass a 1/2" steel rod set for witness corner, continuing along said lines at approximately 2109.37 feet pass the south corner of the 45.183 acre tract and the west corner of a called 105.498 acre tract of land conveyed to James H. Toomey and Virginia Toomey, by Deed and recorded in Volume 1741, Page 461, OPRECT, continuing along the southwest line of the Toomey Tract, in all, 2317.54 feet to a 1/2" steel rod set for the east corner of this tract and same for the said 118.5585 acre tract and being the north corner of another 118.5585 acre tract out of the called 237.117 acre tract (the south 1/2 of the 237.117 acre tract);

THENCE S 60°02'50" W, into the 237.117 acre tract and along the southeast line of this tract and same for the said first 118.5585 acre tract and along the northwest line of the second 118.5585 acre tract at approximately 2249.00 feet pass a 1/2" steel rod set for witness corner, in all, 2349.00 feet to a point in Bear Creek for the most southerly south corner of this tract and same for the first called 118.5585 acre tract and being in the original southwest line of the called 237.117 acre tract and is the most westerly corner of the second called 118.5585 acre tract, and also which lies in a northeast line of a called 18.939 acre tract of land conveyed to Judithe Ann Melby by Deed and recorded in Volume 2041, Page 1898, OPRECT;

THENCE along the approximate centerline of Bear Creek and a southwest and south line of the first called 118.5585 acre tract and same for this tract and same for the 237.117 acre tract and along east and north lines of the 18.939 acre tract as follows: N 19°22'05" W, 64.82 feet and S 83°00'00" W, 111.34 feet to a point for the most westerly south corner of this tract and same for the first called 118.5585 acre tract and a westerly south corner of the 237.117 acre tract and being a northerly corner of the 18.939 acre tract and being the east corner of a called 31.204 acre tract of land conveyed to Roy C. Coffee, Jr., by Deed and recorded in Volume 740, Page 802, DRECT;

THENCE N 30°26'26" W, along the southwest line of this tract and same for the first called 118.5585 acre tract and 237.117 acre tract and along the northeast line of the called 31.204 acre tract at approximately 100.00 feet pass a 1/2" steel rod set for witness corner, continuing along said lines at approximately 1887.51 feet pass a 1/2" steel rod set for witness corner, continuing along said lines, in all, 1917.51 feet to a railroad spike set in Bluff Springs Road for the west corner of this tract and same for the first called 118.5585 acre tract and same for the called 237.117 acre tract and being the north corner of the

31.204 acre tract and which lies in the southeast line of a called 1.9996 acre tract of land conveyed to Ricki J. Glass, by deed and recorded in Volume 1110, Page 237, OPRECT;

THENCE along Bluff Springs Road and the northwest lines of this tract and same for the first called 118.5585 acre tract and 237.117 acre tract and along the southeast lines of respective adjoining tracts as follows:

N 52°21'04" E, 1717.23 feet passing the following tracts:

1. the called 1.9996 acre tract;
2. a 2.00 acre tract of land conveyed to Justino D. Estrada and Mary C. Estrada by Deed and recorded in Volume 973, Page 674, OPRECT;
3. a 1.118 acre tract of land conveyed to Horacio Chavez and Bobbie Faye Ortiz by Deed and recorded in Vol. 1871, Pg. 1018, OPRECT;
4. a 1.556 acre tract of land conveyed to Maria Angeles Martinez, by Deed and recorded in Vol. 2071, Pg. 1125, OPRECT;
5. a 9.909 acre tract of land conveyed to Ismael Coronado by Deed and recorded in Vol. 2119, Pg. 775, OPRECT;
6. a 1.000 acre tract of land out of a 19.015 acre tract of land conveyed to Katherine L. Hamm, by Deed and recorded in Vol. 1250, Pg. 749, OPRECT;
7. another southeast line of the 9.909 acre tract of land conveyed to Ismael Coronado by Deed and recorded in Vol. 2119, Pg. 775, OPRECT;
8. a 2.34 acre tract of land conveyed to Donald Wayne West and Carol Ann West by Deed and recorded in Vol. 611, Pg. 480, DRECT;
9. a 0.648 acre tract of land conveyed to Reda Crites by Deed and recorded in Vol. 817, Pg. 697, DRECT;
10. a 2.010 acre tract of land conveyed to Bettie Jean Schumacher by Deed and recorded in Vol. 2190, Pg. 224, OPRECT;
11. and a 1.080 acre tract of land conveyed to Jose Jervacio Mendiola by Deed and recorded in Vol. 2073, Page 177, OPRECT, to a railroad spike set for the east corner of the 1.080 acre tract and being the south corner of Bluff Springs Park, Second Installment as recorded in Cabinet B, Slide 149, Plat Records, Ellis County, Texas, (PRECT);

N 53°20'37" E, 590.94 feet along the southeast line of the said Bluff Springs Park, Second Installment, and 30 feet from and parallel to the southeast lines of Lots 10 through 6, respectively, to a railroad spike set for the east corner of the said Second Installment and being the south corner of the First Installment of Bluff Springs Park, First Installment as recorded in Cabinet B, Slide 80, PRECT;

and N 62°06'02" E, 167.39 feet along the southeast line of the said First Installment and 30 feet from and parallel to the southeast lines of Lots 12 and 13, respectively, to the POINT OF BEGINNING and containing approximately 122.748 acres of land.

BEING all that certain lot, tract, or parcel of land being a part of the JOHN W. BAKER SURVEY, Abstract No. 35, and being a part of a called 118.5585 acre tract of land (the south 1/2 of a described 237.117 acre tract) conveyed to Jimmy Don Allen by Deed recorded in Volume 738, Page 527, Deed Records, Ellis County, Texas, (DRECT), and also being all of a called 1.876 acre tract of land conveyed to Jimmy Allen and Marietta Allen by Deed recorded in Volume 2297, Page 1737, Official Public Records, Ellis County, Texas, (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the northeast line of the said 237.117 acre tract of land for the north corner of this tract and same for the called 118.5585 acre tract and being the east corner of a second called

118.5585 acre tract of land described in Volume 2335, Page 2308, OPRECT, and which bears approximately S 29°57'10" E, 2317.54 feet from a railroad spike set in Bluff Springs Road (a county road) for the north corner of the 237.117 acre tract and north corner of the second called 118.5585 acre tract; said steel rod set being in the southwest line of a called 105.498 acre tract of land conveyed to James H. Toomey, and wife, Virginia Toomey, in Volume 1741, Page 461, OPRECT;

THENCE S 29°57'10" E, (Deed - S 29°30' E, Reference Bearing from GPS observation, Texas Co-Ordinate System, North Central Zone) along the northeast line of this tract and same for the first called 118.5585 and same for the 237.117 acre tract and along the southwest line of the 105.498 acre tract at approximately 2418.20 feet pass a south corner of the 105.498 acre tract and the west corner of a 2.094 acre tract of land conveyed to Douglas Grones, and Mary Grones, husband and wife, by Deed and recorded in Volume 1855, Page 1949, OPRECT, continuing along the southwest line of the 2.094 acre tract, at 2574.10 feet pass a 1/2" steel rod found for the south corner of the 2.094 acre tract and the west corner of a second called 1.876 acre tract of land conveyed to Paul A. Bellantone and Donna M. Bellantone by Deed recorded in Volume 1929, Page 1946, OPRECT, continuing along the southwest line of the second called 1.876 acre tract, in all, 2720.91 feet to a 1/2" steel rod found for the southwest corner of the second called 1.876 acre tract and being the northwest corner of the first called 1.876 acre tract;

THENCE N 82°23'14" E, 341.42 feet along the north line of the first called 1.876 acre tract and the south line of the second called 1.876 acre tract to a 1/2" steel rod set in the west line of F.M. 983 (a dedicated public right-of-way) for the northeast corner of this tract and same for the said first called 1.876 acre tract and being the southeast corner of the second called 1.876 acre tract;

THENCE along the east lines of this tract and same for the first called 1.876 acre tract and along the west line of F.M. 983 as follows: S 09°13'32" W, 394.89 feet to a 1/2" steel rod set for corner in the beginning of a curve oriented clockwise and whose radius point bears N 82°07'18" W; and 103.31 feet along the arc of said curve (Central Angle = 04°15'04"; Radius = 1392.39 feet; Long Chord = S 10°00'14" W, 103.28 feet) passing a 1/2" steel rod set for the south corner of the first called 1.876 acre tract and being the east corner of the called 118.5585 acre tract, continuing along another portion of the said curve oriented clockwise, 11.57 feet along the arc of said curve (Central Angle = 00°28'34"; Radius = 1392.39 feet; Long Chord = S 12°22'05" W, 11.57 feet) to a 1/2" steel rod set for the southerly corner of this tract;

THENCE into the first said 118.5585 acre tract and same for the said 237.117 acre tract and along southwest, northwest, southwest, and south lines of this tract as follows: N 66°41'00" W, 495.44 feet to a 1/2" steel rod set for corner; N 23°19'00" E, 150.00 feet to a 1/2" steel rod set for corner; N 66°41'00" W, 411.82 feet to a 1/2" steel rod set for corner; and S 75°57'55" W, at 1048.42 feet pass a 1/2" steel rod set for witness corner, in all, 1148.42 feet to a point in Bear Creek and in a southwest line of the 118.5585 acre tract and 237.117 acre tract for the westerly south corner of this tract and being in the northeast line of a called 9.077 acre tract of land conveyed to James H. McGinty and Jeri A. McGinty, by Deed recorded in Volume 2288, Page 1516, OPRECT;

THENCE along the approximate centerline of Bear Creek and southwesterly lines of the first called 118.5585 acre tract and same for this tract and same for the 237.117 acre tract as follows: N 25°02'03" W, 129.06 feet along the northeast line of the said 9.077 acre tract and N 52°50'13" W, along said northeast line passing the north corner of the 9.077 acre tract and an east corner of a called 8.192 acre tract of land conveyed to E. Alan Bradley, et ux, Arlyle Bradley, by Deed and recorded in Volume 1456, Page 175, OPRECT, continuing along the northeast line of the 8.192 acre tract, passing the north corner of the 8.192 acre tract and the east corner of a called 7.597 acre tract of land conveyed to Rex A. Chastain and Tammie L. Chastain, by Deed and recorded in Volume 2071, Page 912, OPRECT, continuing along a northeast line of the 7.597 acre tract, in all, 399.13 feet to a point for corner; continuing along northeast lines of the 7.597 acre tract, S 87°05'20" W, 199.31 feet to a point for corner; N 31°16'11" W, 129.17 feet

to a point for corner; N 23°08'13" W, passing the north corner of the 7.597 acre tract and the east corner of a called 7.402 acre tract of land conveyed to Troy H. Barron and wife, Kathy D. Barron, by Deed and recorded in Volume 1833, Page 500, OPRECT, in all, 151.72 feet to a point for corner; N 59°37'50" W, 160.50 feet and N 11°53'57" W, along northeast lines of the 7.402 acre tract passing the north corner of the 7.402 acre tract and an east corner of a called 10.000 acre tract of land conveyed to John R. Roberts and Catherine A. Roberts, by Deed and recorded in Volume 2015, Page 905, OPRECT, continuing along a northeast line of the 10.000 acre tract, in all, 120.85 feet to a point for corner; continuing along easterly lines of the 10.000 acre tract, N 00°51'26" W, 48.39 feet; S 47°18'18" E, 178.33 feet; S 74°34'06" E, 65.71 feet; N 10°56'52" W, 235.43 feet; N 41°44'57" W, passing the north corner of the 10.000 acre tract and the east corner of a called 12.270 acre tract of land conveyed to Steven D. Bakley by Deed and recorded in Volume 1859, Page 1721, OPRECT, continuing along a northeast line of the 12.270 acre tract, in all, 168.18 feet; continuing along northeast lines of the 12.270 acre tract; N 74°14'07" W, 143.48 feet; N 17°51'45" w, 99.26 feet; N 81°11'54" W, 219.94 feet; N 64°27'37" W, 155.20 feet; S 78°26'14" W, 142.61 feet; and N 78°27'21" W, passing the westerly north corner of the 12.270 acre tract and the east corner of a called 18.939 acre tract of land conveyed to Judith Ann Melby by Deed and recorded in Volume 2041, Page 1898, OPRECT, continuing along a northeast line of the 18.939 acre tract, in all, 237.21 feet; and N 19°22'05" W, 113.58 feet continuing along a northeast line of the 18.939 acre tract to a point for the west corner of this tract and same for the first called 118.5585 acre tract and being the south corner of the second called 118.5585 acre tract;

THENCE N 60°02'50" E, along the northwest line of this tract and same for the first called 118.5585 acre tract and along the southeast line of the second called 118.5585 acre tract and through the original 237.117 acre tract at approximately 100.00 feet pass a 1/2" steel rod set for witness corner, continuing along said lines, in all, 2349.00 feet to the POINT OF BEGINNING and containing approximately 102.375 acres of land,

BEING a tract or parcel of land situated in Ellis County, Texas and being part of the John W. Baker Survey Abstract 35 and also being part of that 173.605 acre tract of land conveyed to Colonial Savings Association of America by Substitute Trustee's Deed recorded in Volume 768, Page 286, of the Deed Records of Ellis County, Texas, and being all that certain tract of land conveyed to Anglin & Associates - Tanner's Farm, by deed recorded in Volume 1023, Page 409, said Deed Records, and being more particularly described as follows:

BEGINNING at a nail with shiner set in asphalt from which a disturbed 1/2 inch iron rod found bears South 53 deg. 35 min. 52 sec. West, 4.92 feet for the northeast corner of said Anglin tract, same being in the south line of Bluff Springs Park Second Installment, an addition to Ellis County, by plat thereof recorded in Cabinet B, Page 149, said Deed Records, same being the most westerly northwest corner of Section Four Tanner's Farm, an addition to Ellis County, by plat recorded in Cabinet B, Page 496, said Deed Records, same being in the approximate centerline of Bluff Springs Road (a prescriptive right-of-way);

THENCE along the common line of said Anglin tract and the west line of said Section Four Tanner's Farm as follows:

South 48 deg. 54 min. 49 sec. East, a distance of 390.00 feet to a 1/2 inch iron rod set for an angle point;
North 41 deg. 05 min. 11 sec. East, a distance of 47.98 feet to a 1/2 inch iron rod found for an angle point;
South 29 deg. 31 min. 09 sec. East, a distance of 1620.84 feet to a 1/2 inch iron rod set for an angle point;
South 62 deg. 41 min. 11 sec. West, a distance of 5.48 feet to a 1/2 inch iron rod set for an angle point;
South 27 deg. 18 min. 49 sec. East, a distance of 310.00 feet to a 1/2 inch iron rod found for the southeast corner of said Anglin tract, same being the southwest corner of said Section Four Tanner's Farm, same being in the north line of that certain called 105.498 acre tract of land to James H. Toomey, etal, by deed recorded in Volume 1741, page 461, aforesaid Deed Records;

THENCE South 62 deg. 41 min. 11 sec. West, along the common line of said Anglin tract, and said Toomey tract, and generally along a wire fence, a distance of 897.18 feet to a 1/2 inch iron rod set for the southwest corner of said Anglin tract, same being the northwest corner of said Toomey tract, same being in the northeast line of that certain called 122.748 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2477, Page 0033, said Deed Records, a 1/2 inch iron rod found bears South 29 deg. 25 min. 24 sec. East, 132.63 feet;

THENCE North 29 sec. 25 min. 24 sec. West, along the common line of said Anglin tract, and said Walton Texas tract, and generally along a wire fence, a distance of 2176.02 feet to a nail with shiner set in asphalt from which a spike found bears North 63 deg. 28 min. 08 sec. East, 7.33 feet, said corner being the northwest corner of said Anglin tract, same being the northeast corner of said Walton Texas tract, same being in the south line of aforesaid Bluff Springs Park Second Installment, same being in the approximate centerline of aforesaid Bluff Springs Road;

THENCE North 62 deg. 33 min. 51 sec. East, along the common line of said Anglin tract, the south line of said Bluff Springs Park Second Installment, and said Bluff Springs Road, a distance of 481.71 feet to a nail with shiner set in asphalt for an angle point;

THENCE North 41 deg. 07 min. 11 sec. East, continuing along the common line of said Anglin tract, the south line of said Bluff Springs Park Second Installment, and said Bluff Springs Road, a distance of 269.36 feet to the POINT OF BEGINNING and containing 1,972,408 square feet or 45.280 acres of computed land, more or less, of which approximately 22,731 square feet or 0.522 acre lie within Bluff Springs Road, leaving a net area of 1,949,677 square feet or 44.758 acres of computed land, more or less.

Being a 104.980 acre tract of land situated in John W. Baker Survey, Abstract No. 35, Ellis County, Texas, and being a part of that certain called 111.344 acre tract of land conveyed in deed to James H. Toomey and wife, Virginia Toomey, as recorded in Volume 1722, Page 635, Deed Records, Ellis County, Texas, as corrected in Volume 1741, Page 461, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of said Toomey tract, same being the southwest corner of that certain called 450.296 acre tract of land to M.C. McCoy, by deed recorded in Volume 738, Page 255, said Deed Records, same being in the north right-of-way line of F.M. 983 (an 80' right-of-way), same being in a curve to the left having a radius of 421.97 feet, and a delta angle of 15 deg. 43 min. 44 sec.;

THENCE along the common line of said Toomey tract, and the north right-of-way line of said F.M. 983 as follows:

In a southwesterly direction, and along said curve to the left, an arc distance of 115.84 feet, and a chord bearing and distance of South 67 deg. 39 min. 41 sec. West, 115.48 feet to a 1/2 inch iron rod set with "PEISER SURVEYING" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for an angle point;

South 59 deg. 34 min. 16 sec. West, a distance of 664.28 feet to a 1/2 inch iron rod found with "RPLS 4466" cap found for the beginning of a curve to the left having a radius of 803.94 feet, and a delta angle of 27 deg. 26 min. 09 sec.;

In a southwesterly direction, and along said curve to the left, an arc distance of 384.96 feet, and a chord bearing and distance of South 45 deg. 41 min. 45 sec. West, 381.30 feet to a 1/2 inch iron rod set for the most southerly southeast corner of the herein described tract, same being the northeast corner of that certain called 2.094 acre tract of land to Douglas Grones and Mary Grones, by deed recorded in Volume 1855, Page 1949, aforesaid Deed Records;

THENCE South 73 deg. 52 min. 36 sec. West, along the north line of said Grones tract, and through the interior of the original Toomey parent tract, a distance of 450.64 feet to a 1/2 inch iron rod set for an angle point;

THENCE South 62 deg. 49 min. 06 sec. West, continuing along the north line of said Grones tract, and through the interior of the original Toomey parent tract, a distance of 214.82 feet to a 1/2 inch iron rod set for the most southerly southwest corner of the herein described tract, same being the northwest corner of said Grones tract, same being in the southwest line of said Toomey tract, same being in the northeast line of that certain called 101.375 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2477, Page 0075, aforesaid Deed Records;

THENCE North 29 deg. 31 min. 36 sec. West, along the common line of said Toomey tract, and said Walton Texas tract, passing at a distance of 2,418.20 feet a 1/2 inch iron rod found at the northeast corner of said Walton Texas tract, same being the southeast corner of that certain called 122.748 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2477, Page 0033, said Deed Records, and continuing along the common line of said Toomey tract, and said Walton Texas tract (Volume 2477, Page 0033), a total distance of 2,550.83 feet to a 1/2 inch iron rod found with "PEISER SURVEYING" cap for the northwest corner of said Toomey tract, same being the southwest corner of that certain called 44.758 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2626, Page 0497, said Deed Records;

THENCE North 62 deg. 41 min. 11 sec. East, along the common line of said Toomey tract, and said Walton Texas tract (Volume 2626, Page 0497), a distance of 897.18 feet to a 1/2 inch iron rod found for an angle point in the north line of said Toomey tract, same being the southeast corner of said Walton Texas tract (Volume 2626, Page 0497), same being the southwest corner of Section Four Tanner's Farm, an addition to Ellis County, by plat recorded in Cabinet B, Page 496, said Deed Records;

THENCE North 62 deg. 46 min. 35 sec. East, along the common line of said Toomey tract, and said Section Four Tanner's Farm, a distance of 889.26 feet to a 1/2 inch iron rod found for the northeast corner of said Toomey tract, same being a northwest corner of Lot 29, Section One Tanner's Farm, an addition to Ellis County, by plat recorded in Cabinet B, Page 317, said Deed Records;

THENCE South 31 deg. 24 min. 22 sec. East, along the common line of said Toomey tract, and said Lot 29, a distance of 265.19 feet to a 3/8 inch iron rod found for an angle point in said Toomey tract, same being the southwest corner of said Lot 29, same being a northwest corner of aforesaid McCoy tract;

THENCE South 29 deg. 41 min. 54 sec. East, along the common line of said Toomey tract, and said McCoy tract, a distance of 2,235.40 feet to the POINT OF BEGINNING and containing 4,572,929 square feet or 104.980 acres of computed land, more or less.

ALL THAT CERTAIN 450.298 ACRE LOT, TRACT OR PARCEL OF LAND SITUATED IN ELLIS COUNTY, TEXAS, AND BEING PART OF THE JOHN W. BAKER ABSTRACT 35, AND THE MASON PHELPS SURVEY ABSTRACT 824, AND BEING A CALLED 450.296 ACRE TRACT OF LAND IN DEED TO M.C. McCOY, AS RECORDED IN VOLUME 738, PAGE 255, DEED RECORDS, ELLIS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 1.000 ACRE TRACT OF LAND MORE FULLY DESCRIBED IN THAT SPECIAL WARRANTY DEED DATED AUGUST 2, 2007, EXECUTED BY MAC MCCOY TO JOSHUA J. KAHN, TRUSTEE, RECORDED IN VOLUME 2331, PAGE 1158, OFFICIAL RECORDS, ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD SET WITH "PEISER SURVEYING" RED PLASTIC CAP (HEREINAFTER REFERRED TO AS 1/2" IRS) AT THE INTERSECTION OF THE SOUTHERLY LINE OF FM 664 AND THE NORTHWEST CORNER OF SAID McCOY TRACT, SAME BEING IN THE NORTHEAST LINE OF SECTION ONE TANNER'S FARM, AN ADDITION TO ELLIS COUNTY, BY PLAT RECORDED IN CABINET B, PAGE 317, SAID DEED RECORDS:

THENCE NORTH 60° 01' 30" EAST ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 669.07 FEET TO A POINT FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS NORTH 38° 45' 54" WEST, 1.34 FEET FOR AN ANGLE POINT;

THENCE NORTH 59° 59' 52" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 498.99 FEET TO A WOOD HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT;

THENCE NORTH 59° 54' 42" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 451.23 FEET TO A 5/8 INCH IRON ROD FOUND FROM WHICH A HIGHWAY MONUMENT BEARS SOUTH 13° 51' 31" EAST, 0.92 FOOT FOR AN ANGLE POINT;

THENCE NORTH 60° 58' 38" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 1168.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN AN EASTERLY DIRECTION CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1849.86 FEET, A CENTRAL ANGLE OF 00°27' 27", AND AN ARC LENGTH OF 14.77 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID McCOY TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.00 ACRE TRACT OF LAND TO BRUCE D. MOORE, BY DEED RECORDED IN VOLUME 1843, PAGE 196, AFORESAID DEED RECORDS;

THENCE SOUTH 27° 48' 32" EAST ALONG THE EASTERLY LINE OF SAID McCOY TRACT, AND SAID MOORE TRACT, PASSING THE SOUTHWEST CORNER OF SAID MOORE TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 62.692 ACRE TRACT OF LAND TO FERRIS DEVELOPMENT, LTD., BY DEED RECORDED IN VOLUME 1941, PAGE 1354, SAID DEED RECORDS, AND CONTINUING ALONG THE EASTERLY LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A TOTAL DISTANCE OF 1351.14 FEET TO A 1/2" IRS;

THENCE SOUTH 61° 07' 30" WEST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 58.34 FEET TO A 1/2" IRS;

THENCE SOUTH 28° 30' 10" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 1,091.36 FEET TO A 1/2" IRS;

THENCE NORTH 60° 02' 45" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 682.53 FEET TO A 1/2 INCH IRON PIPE FOUND FOR AN ANGLE POINT;

THENCE SOUTH 89° 13' 30" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 876.81 FEET TO A POINT FROM WHICH A 5/8 INCH IRON ROD BEARS NORTH 87° 06' 01" WEST 6.29 FEET FOR CORNER IN THE CENTER LINE OF A CREEK, SAID CORNER BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID McCOY TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 73.14 ACRE TRACT OF LAND TO JEAN DAVIS (DEED RECORDING INFORMATION UNKNOWN);

THENCE IN A SOUTHERLY DIRECTION ALONG THE MEANDERS OF SAID CREEK THE FOLLOWING CALLS:

SOUTH 01° 11' 30" EAST A DISTANCE OF 224.29 FEET,
NORTH 85° 37' 35" WEST A DISTANCE OF 63.46 FEET,
SOUTH 01° 45' 30" WEST A DISTANCE OF 152.23 FEET,
SOUTH 44° 42' 10" EAST A DISTANCE OF 119.70 FEET,
SOUTH 37° 27' 10" WEST A DISTANCE OF 112.17 FEET,
SOUTH 46° 42' 30" EAST A DISTANCE OF 109.35 FEET,
SOUTH 22° 09' 50" WEST A DISTANCE OF 223.42 FEET,
SOUTH 87° 58' 35" EAST A DISTANCE OF 83.12 FEET,
SOUTH 07° 39' 30" WEST A DISTANCE OF 75.62 FEET,
SOUTH 49° 16' 16" EAST A DISTANCE OF 49.65 FEET,
SOUTH 06° 14' 42" WEST A DISTANCE OF 86.42 FEET,
SOUTH 31° 45' 13" EAST A DISTANCE OF 319.11 FEET,
SOUTH 52° 32' 53" EAST A DISTANCE OF 203.10 FEET,
SOUTH 01° 44' 09" WEST A DISTANCE OF 340.49 FEET,
SOUTH 25° 55' 56" EAST A DISTANCE OF 68.23 FEET,
SOUTH 09° 15' 19" EAST A DISTANCE OF 448.57 FEET TO A POINT FOR CORNER IN THE CENTER LINE OF ANOTHER CREEK;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE MEANDERS OF SAID CREEK THE FOLLOWING CALLS:

SOUTH 61° 28' 52" EAST A DISTANCE OF 378.70 FEET,
SOUTH 71° 43' 00" EAST A DISTANCE OF 390.11 FEET TO A POINT FOR CORNER IN THE NORTHERLY
LINE OF FM 983;

THENCE SOUTH 39° 20' 10" WEST ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 78.20
FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN A WESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND
ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 909.93 FEET, A CENTRAL ANGLE OF 21°
00' 00", AND AN ARC LENGTH OF 333.51 FEET TO A WOOD HIGHWAY MONUMENT FOUND FOR THE
END OF SAID CURVE TO THE RIGHT;

THENCE SOUTH 59° 48' 09" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A
DISTANCE OF 121.22 FEET TO A 1/2" IRS FOR AN ANGLE POINT;

THENCE SOUTH 48° 53' 35" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A
DISTANCE OF 25.20 FEET TO A 1/2" IRS FOR AN ANGLE POINT;

THENCE SOUTH 60° 20' 10" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A
DISTANCE OF 650.50 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN A WESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND
ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1949.86 FEET, A CENTRAL ANGLE OF 02°
08' 21", AND AN ARC LENGTH OF 72.80 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER FOR
THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 3.00 ACRE TRACT OF LAND TO DONNA
SHAW, ETAL, BY DEED RECORDED IN VOLUME 969, PAGE 404, AFORESAID DEED RECORDS;

THENCE NORTH 15° 36' 15" WEST A DISTANCE OF 393.06 FEET TO A 1/2" IRS FOR THE SOUTHWEST
CORNER OF THAT AFORESAID CALLED 1.00 ACRE TRACT OF LAND TO JOSHUA J. KAHN, BY DEED
RECORDED IN VOLUME 2331, PAGE 1158, SAID DEED RECORDS;

THENCE NORTH 54° 41' 15" EAST A DISTANCE OF 217.80 FEET TO A 1/2" IRS FOR THE SOUTHEAST
CORNER OF SAID KAHN TRACT;

THENCE NORTH 15° 36' 15" WEST A DISTANCE OF 200.00 FEET TO A 1/2" IRS FOR THE NORTHEAST
CORNER OF SAID KAHN TRACT;

THENCE SOUTH 54° 41' 15" WEST PASSING THE COMMON NORTH CORNER OF SAID KAHN TRACT,
AND SAID SHAW TRACT, AND CONTINUING ALONG THE NORTH LINE OF SAID SHAW TRACT, A
TOTAL DISTANCE OF 452.86 FEET TO A 1/2" IRS FOR THE NORTHWEST CORNER OF SAID SHAW
TRACT;

THENCE SOUTH 15° 36' 15" EAST A DISTANCE OF 593.06 FEET TO A 1/2" IRS IN THE NORTHERLY
LINE OF FM 983, SAID CORNER BEING THE SOUTHWEST CORNER OF SAID SHAW TRACT, SAME
BEING IN A NON-TANGENT CURVE TO THE LEFT;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF FM 983 AND ALONG
SAID CURVE TO THE LEFT HAVING A RADIUS OF 1949.86 FEET, A CENTRAL ANGLE OF 11° 28' 23",
AND AN ARC LENGTH OF 390.44 FEET TO A 1/2" IRS FOR THE END OF SAID CURVE TO THE LEFT;

THENCE SOUTH 39° 45' 30" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A
DISTANCE OF 734.13 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN A SOUTHWESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 437.46 FEET, A CENTRAL ANGLE OF 50° 54' 50", AND ARC LENGTH OF 388.73 FEET TO A 1/2" IRS FOR THE END OF SAID CURVE TO THE RIGHT;

THENCE NORTH 89° 21' 41" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 1699.29 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN A SOUTHWESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 421.97 FEET, A CENTRAL ANGLE OF 15° 08' 47", AND AN ARC LENGTH OF 111.55 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID McCOY TRACT, SAME BEING THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 105.498 ACRE TRACT OF LAND TO JAMES H. TOOMEY, ETAL, BY DEED RECORDED IN VOLUME 1741, PAGE 461, AFORESAID DEED RECORDS;

THENCE NORTH 29° 41' 54" WEST ALONG THE WESTERLY LINE OF SAID McCOY TRACT AND THE EASTERLY LINE OF SAID TOOMEY TRACT, A DISTANCE OF 2235.40 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER FOR A NORTHWEST CORNER OF SAID McCOY TRACT, SAME BEING A SOUTHWEST CORNER OF SECTION ONE TANNER'S FARM, AN ADDITION TO ELLIS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, PAGE 604, SAID DEED RECORDS;;

THENCE NORTH 36° 50' 45" EAST ALONG THE NORTHERLY LINE OF SAID McCOY TRACT, AND THE SOUTH LINE OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 604), PASSING THE SOUTHEAST CORNER OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 604), SAME BEING THE SOUTHWEST CORNER OF AFORESAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317). CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317), A TOTAL DISTANCE OF 1706.33 FEET TO A 3/8 INCH IRON ROD FOUND FOR AN INTERNAL CORNER OF SAID McCOY TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317);

THENCE ALONG THE CALCULATED NORTHEAST LINE OF SAID SECTION ONE TANNER'S FARM (CABINET B. SLIDE 317), AND THROUGH THE INTERIOR OF SAID McCOY TRACT AS FOLLOWS:

NORTH 37° 21' 24" WEST, PASSING AT A DISTANCE OF 459.05 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING A TOTAL DISTANCE OF 475.37 FEET TO 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

NORTH 55° 02' 08" WEST, A DISTANCE OF 604.44 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

SOUTH 55° 11' 10" WEST, A DISTANCE OF 83.55 FEET TO A 1/2 INCH IRON ROD FOUND WITH "4688" CAP FOR AN ANGLE POINT;

NORTH 50° 54' 46" WEST, PASSING AT A DISTANCE OF 289.07 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING AND PASSING AT A DISTANCE OF 242.82 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING A TOTAL DISTANCE OF 591.08 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

NORTH 38° 49' 04" WEST, A DISTANCE OF 195.25 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT;

NORTH 54° 48' 31" WEST, A DISTANCE OF 630.87 FEET TO THE PLACE OF BEGINNING AND CONTAINING 19,615.008 SQUARE FEET OR 450.298 ACRES OF COMPUTED LAND, MORE OR LESS, OF WHICH, APPROXIMATELY 77.7 ACRES LIE WITHIN THE DIGITALLY SCALED FEMA FLOODPLAIN.

Being a 68.673 acre tract of land situated in Mason Phelps Survey, Abstract No. 824, Ellis County, and being a part of that certain tract of land conveyed in deed to Willie L. Davis, as recorded in Volume 545, Page 1069, Deed Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with "PEISER SURVEYING" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for the most northerly northeast corner of the herein described tract, same being in the north line of said Davis tract, same being in the south line of Shaw Creek Ranch Phase 1A, an addition to Ellis County, according to the plat thereof recorded in Cabinet G, Page 294, said Deed Records, same being North 89 deg. 12 min. 59 sec. West, a distance of 414.31 feet from a 5/8 inch iron rod found at the southeast corner of Block 3 of said Shaw Creek Ranch Phase 1A at its intersection with the northwest right-of-way line of F.M. 983 (an 80' public right-of-way);

THENCE South 08 deg. 17 min. 16 sec. East, through the interior of said Davis tract, a distance of 374.26 feet to a 1/2 inch iron rod set for an internal corner of the herein described tract;

THENCE South 87 deg. 55 min. 31 sec. East, continuing through the interior of said Davis tract, a distance of 158.19 feet to a 1/2 inch iron rod set in the west right-of-way line of said F.M. 983;

THENCE along the common line of said Davis tract, and the west right-of-way line of said F.M. 983 as follows:

South 02 deg. 04 min. 29 sec. West, a distance of 442.20 feet to a wood highway monument found for an angle point;

South 03 deg. 10 min. 45 sec. West, a distance of 68.42 feet to a 1/2 inch iron rod set for the northeast corner of that certain called 1.487 acre tract of land to Leonardo Figueroa, Jr. and Liliana Moya, by deed recorded in Volume 2251, Page 2416, aforesaid Deed Records;

THENCE along the common line of said Davis tract, and said Figueroa and Moya tract as follows:

North 83 deg. 56 min. 47 sec. West, a distance of 273.30 feet to a 1/2 inch iron rod set for the northwest corner of said Figueroa and Moya tract;

South 03 deg. 31 min. 37 sec. East, a distance of 254.66 feet to a fence corner for the southwest corner of said Figueroa and Moya tract;

South 84 deg. 19 min. 13 sec. East, a distance of 243.45 feet to a 1/2 inch iron rod set for the southeast corner of said Figueroa and Moya tract, same being in the east line of said Davis tract, same being in the west right-of-way line of aforesaid F.M. 983;

THENCE along the common line of said Davis tract, and the west right-of-way line of said F.M. 983 as follows:

South 03 deg. 10 min. 45 sec. West, a distance of 570.25 feet to a wood highway monument found for an angle point, said point being the beginning of a curve to right having a radius of 1166.00 feet and a delta angle of 24 deg. 30 min. 36 sec.;

Along said curve to the right, an arc distance of 498.79 feet and a chord bearing and distance of South 08 deg. 02 min. 48 sec. West, 495.00 feet to a wood highway monument found for angle point;

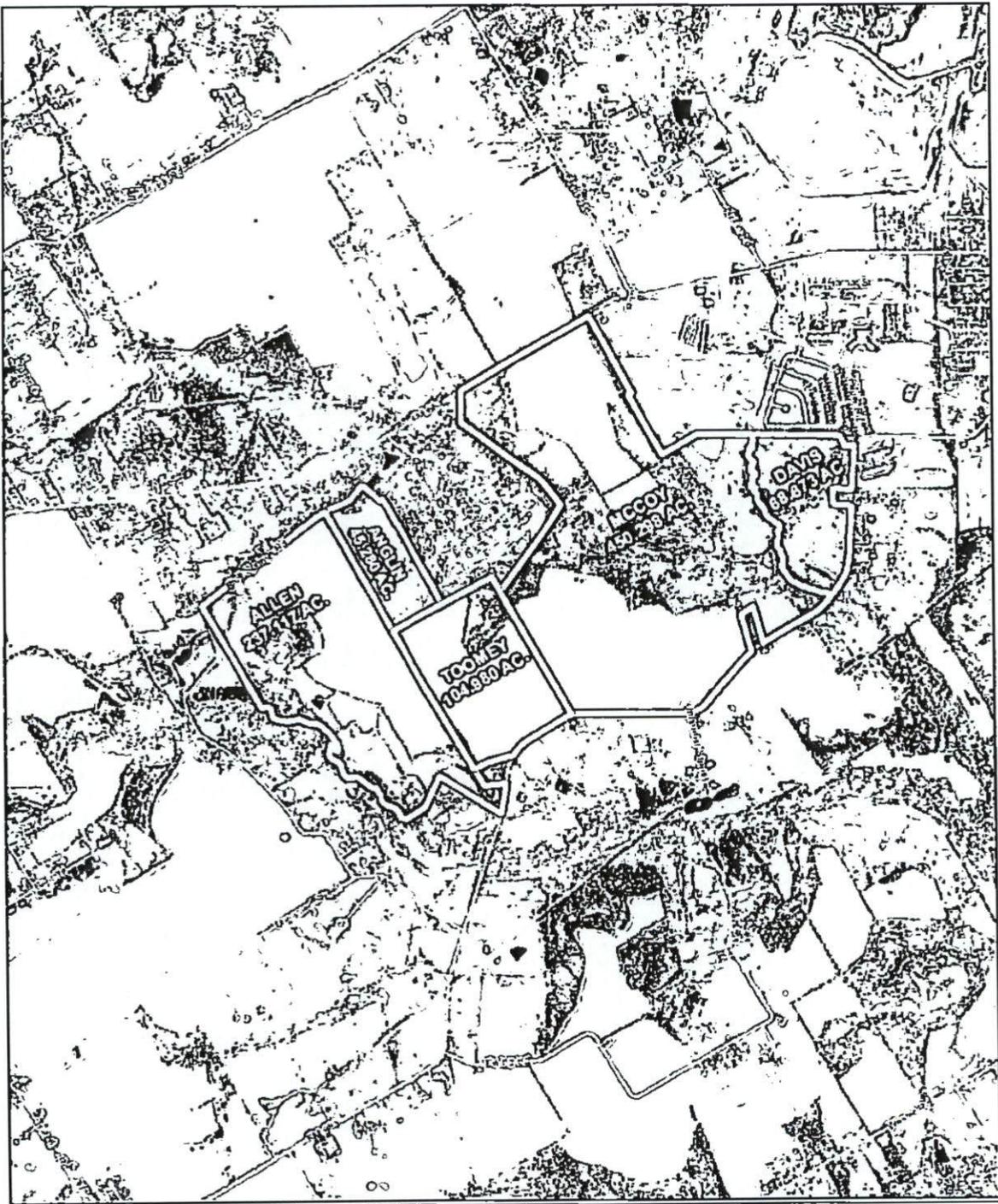
South 33 deg. 28 min. 05 sec. West, a distance of 422.94 feet to an angle point for the approximate centerline of Long Branch Creek, same being the most southerly southeast corner of that certain called 450.29 acre tract of land to M.C. McCoy, by deed recorded in Volume 738, Page 255, said Deed Records.;

THENCE along the meanders of said Long Branch Creek, and along the common line of said Davis tract, and said McCoy tract as follows:

North 71 deg. 43 min. 00 sec. West, a distance of 390.11 feet to an angle point;
North 61 deg. 28 min. 52 sec. West, a distance of 378.70 feet to an angle point;
North 09 deg. 15 min. 19 sec. West, a distance of 448.57 feet to an angle point;
North 25 deg. 55 min. 56 sec. West, a distance of 68.23 feet to an angle point;
North 01 deg. 44 min. 09 sec. East, a distance of 340.49 feet to an angle point;
North 52 deg. 32 min. 53 sec. West, a distance of 203.10 feet to an angle point;
North 31 deg. 45 min. 13 sec. West, a distance of 319.11 feet to an angle point;
North 06 deg. 14 min. 42 sec. East, a distance of 86.42 feet to an angle point;
North 49 deg. 16 min. 16 sec. West, a distance of 49.65 feet to an angle point;
North 07 deg. 39 min. 30 sec. East, a distance of 75.62 feet to an angle point;
North 87 deg. 58 min. 35 sec. West, a distance of 83.12 feet to an angle point;
North 22 deg. 09 min. 50 sec. East, a distance of 223.42 feet to an angle point;
North 46 deg. 42 min. 30 sec. West, a distance 109.35 feet to an angle point;
North 37 deg. 27 min. 10 sec. East, a distance of 112.17 feet to an angle point;
North 44 deg. 42 min. 10 sec. West, a distance of 119.70 feet to an angle point;
North 01 deg. 45 min. 30 sec. East, a distance of 152.23 feet to an angle point;
South 85 deg. 37 min. 35 sec. East, a distance of 63.46 feet to an angle point;
North 01 deg. 11 min 30 sec. West, a distance of 224.29 feet to a point from which a 5/8 inch iron rod found bears North 87 deg. 06 min. 01 sec. West, 6.29 feet for the northwest corner of said Davis tract, same being a northeast corner of said McCoy tract, same being in the south line of Shaw Creek Ranch Phase 1B, an addition to Ellis County, according to the plat thereof recorded in Cabinet H, Page 427, said Deed Records;

THENCE South 89 deg. 12 min. 59 sec. East, along the common line of said Davis tract, and the south line of said Shaw Creek Ranch Phase 1B, passing the southeast corner of said Shaw Creek Ranch Phase 1B, same being the southwest corner of aforesaid Shaw Creek Ranch Phase 1A, and continuing along the common line of said Davis tract, and the south line of said Shaw Creek Ranch Phase 1A, a total distance of 1329.13 feet to the POINT OF BEGINNING and containing 2,991,408 square feet or 68.673 acres of computed land, more or less, of which approximately 9.980 acres lie within the digitally scaled FEMA Floodplain.

DEPICTION OF THE PROPERTY



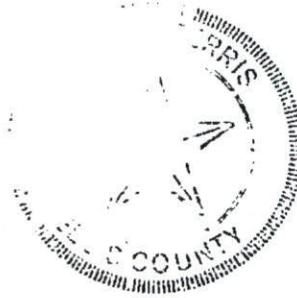
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APPROVED:

Bill Pardue
Bill Pardue, Mayor

ATTEST:

Pat Bradley
Pat Bradley, City Secretary



APPROVED AS TO FORM:

Mark Goldstucker
Mark Goldstucker, City Attorney

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed by WUSF 2 Redwood, LP ("WUSF 2"), in its capacity as a property owner, as described in the recitals below; WUSF 3 Redwood Meadows, LP ("WUSF 3"), in its capacity as a property owner, as described in the recitals below; Walton Texas, LP ("Walton Texas"), in its capacity as a property owner, as described in the recitals below, and in its capacity as an operator and manager authorized to sign this Agreement on behalf of all Individual Owners (hereinafter defined) pursuant to the Declarations (hereinafter defined); and the City of Ferris, Texas (the "City") to be effective January 14, 2013 (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, WUSF 2, WUSF 3, Walton Texas and various individuals (the "Individual Owners") collectively own 100 percent of that certain real property located in Ellis County Texas, as more specifically described by metes and bounds on Exhibit A and depicted on Exhibit B (the "Property"); and

WHEREAS, WUSF 2 owns an undivided interest in that certain 450.298-acre tract of land that forms a part of the Property depicted as the "McCoy" parcel on Exhibit B; and

WHEREAS, WUSF 3 owns an undivided interest in that certain 104.98-acre tract of land that forms a part of the Property depicted as the "Toomey" parcel on Exhibit B;

WHEREAS, Walton Texas and the Individual Owners collectively own 100% of the remaining interest in all of the Property; and

WHEREAS, Walton Texas is the Operator and Manager of the Property on behalf of the Individual Owners, and is authorized to sign this Agreement on behalf of the Individual Owners, pursuant to the following (collectively, the "Declarations"): (a) that Certain Declaration of Covenants, Conditions and Restrictions recorded on June 8, 2012 in Volume 02631, Page 1920, Official Records, Ellis County, Texas; (b) that Certain Declaration of Covenants, Conditions and Restrictions recorded on October 23, 2009, in Volume 2477, Page 2156, Official Records, Ellis County, Texas; and (c) that Certain Declaration of Covenants, Conditions and Restrictions recorded on May 16, 2012, in Volume 02627, Page 0795, Official Records, Ellis County, Texas; and

WHEREAS, the City is a Type A general law municipality; and

WHEREAS, WUSF 2, WUSF 3, and Walton Texas are collectively referred to herein as the "Owner";

WHEREAS, the Owner and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, on January 14, 2013, prior to the City Council's approval of this Agreement, the City adopted Ordinance No. ____ disannexing the portion of the Property described therein (the "Disannexed Property") from the corporate limits of the City; and

WHEREAS, on January 14, 2013, prior to the City Council's approval of this Agreement, on the petition of the Owner, the City adopted Ordinance No. ____ including the portion of the Property described therein in the City's extraterritorial jurisdiction ("ETJ"), which property was, at the time, contiguous to the City's then-existing ETJ; and

WHEREAS, Ordinances No. __ and __ disannexing certain portions of the Property and expanding the City's ETJ took effect immediately upon adoption and prior to the City's approval of this Agreement at the same City Council meeting; and

WHEREAS, at the time of the City's approval, and the Parties' execution, of this Agreement, all of the Property is located wholly within the ETJ of the City and not within the ETJ or corporate limits of any other town or city; and

WHEREAS, except where full purpose annexation is contemplated under Sections 7.2 and 7.3, the Parties intend for the Property to be developed within the City's ETJ and not be subject to full purpose annexation by the City for the term of, and as otherwise provided by, this Agreement; and

WHEREAS, the Parties intend that the Property be annexed by the City for the sole and limited purpose of allowing the City to collect sales and use taxes within the annexed areas pursuant to Section 43.0751 of the Texas Local Government Code, provided, however, any such limited purpose annexation is not intended to create a "limited district" as that term is defined in Section 43.0751(a)(2) of the Texas Local Government Code; and

WHEREAS, pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the City has exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure ("Public Infrastructure") to serve the Property, and Ellis County has no jurisdiction over such matters; and

WHEREAS, the Parties intend for the City to annex for full purposes the future FM 664 right-of-way within the Property, as further described in Section 7.3 of this Agreement; and

WHEREAS, the Parties intend for the City to annex for full purposes a one-foot strip of land along the perimeter of the Property, as further described in Section 7.3 of this Agreement, for the purpose of extending the City's corporate limits and ETJ; and

WHEREAS, notwithstanding the fact that the Property is located within the City's ETJ and is not subject to the City's zoning regulations, the Parties intend that the Property be developed as a high-quality, master-planned, mixed-use community including parkland, open space, and other public and private amenities that will benefit and serve the future citizens of the City, pursuant to binding, contractual development regulations that are approved by the Owner and the City, that are recorded in the deed records of Ellis County, Texas (so as to bind the

Owner and all future owners of the Property or any portion thereof as provided herein), and that will provide regulatory certainty during the term of this Agreement; and

WHEREAS, the Public Infrastructure is not currently available to serve the Parties' intended development of the Property; and

WHEREAS, to facilitate the Parties' intended development of the Property in a cost-effective and market-competitive manner, the Owner submitted written petitions to the City on January 9, 2013 requesting that the City Council consent to the creation by Ellis County of one or more Fresh Water Supply Districts that will include all or a portion of the Property (whether one or more, the "District"); and

WHEREAS, on January 14, 2013, the City Council adopted the following: (a) Ordinance No. ___ consenting to the creation of the District (the "Consent Ordinance"); and (b) Resolution No. ___ supporting special legislation adopted by the Texas Legislature and pertaining to the District, as further described therein (the "Special Legislation"); and

WHEREAS, the City has also consented to the creation of the District as set forth in this Agreement; and

WHEREAS, the Parties intend that the consents given by the City (both in the Consent Ordinance and this Agreement) to the creation of the District shall be unconditional and irrevocable and in full satisfaction of all statutory and regulatory requirements including, but not limited to, any applicable requirement for consent contained in the Texas Water Code, the Texas Local Government Code, or any rule, regulation, or policy promulgated by the Texas Commission on Environmental Quality (the "TCEQ"); and

WHEREAS, if Ellis County does not consent to the creation of the District, as that term is defined and used in the above recitals, the Parties contemplate that the Owner may seek, and the City Council may, but is not obligated to, support at some point in the future the creation of one or more Municipal Utility Districts (each a "MUD"), one or more Water Control and Improvement Districts (each a "WCID"), or a similar special taxing district created by an act of the Texas Legislature (a "Special Legislative District") containing all or a portion of the Property; and

WHEREAS, if the City Council adopts an ordinance consenting to the creation of a MUD, WCID, or Special Legislative District encompassing all or a portion of the Property, such resulting MUD, WCID, or Special Legislative District shall, upon its creation, be deemed to be included in the defined term "District" as used herein without any further action required by either Party and without the need to amend this Agreement; and

WHEREAS, the Parties intend that the District, or the Owner as appropriate, will design, construct, and install the Public Infrastructure at no cost or expense to the City, in accordance with the "Governing Regulations" as defined in this Agreement, and in accordance with the applicable requirements of the Texas Water Code, and the rules, regulations and policies of the TCEQ; and

WHEREAS, the Parties intend that the District, or the Owner as appropriate, will design, construct, and install the Public Infrastructure using funds advanced to the District by the Owner; that the District will thereafter reimburse the Owner for such advances using the proceeds of bonds issued by the District and secured solely by ad valorem taxes levied on property within the District and by other funds legally available to the District (with the City having no responsibility or liability whatsoever for any District bonds); and that all District bonds shall be approved by the TCEQ and by the Attorney General of the State of Texas (the "AG"); and

WHEREAS, the Property is located within Ellis County Emergency Services District No. 5; and

WHEREAS, the Parties intend that the District will contract with the City to provide police and fire services within the District; and

WHEREAS, the Parties' intended development of the Property, including the design, construction and installation of the Public Infrastructure, will benefit the City and its current and future citizens, including the creation of a substantial future tax base for the City; and

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

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

WHEREAS, the terms "Exhibit," "Article," and "Section" when used in this Agreement are references to Exhibits attached hereto and made a part of this Agreement, references to Articles of this Agreement, and references to Sections of this Agreement unless the context in which such terms are used clearly requires a different meaning.

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

ARTICLE II **DEVELOPMENT REGULATIONS**

2.1 Governing Regulations.

(a) Development of the Property shall be governed solely by the following regulations (collectively, the "Governing Regulations"):

(i) the Concept Plan attached as Exhibit C, as amended from time to time in accordance with this Agreement (the "Concept Plan"), which Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code; and

(ii) Ordinance No. O-06-631, the subdivision regulations adopted by the City Council on August 21, 2006, and following the 15th anniversary of the Effective

Date of this Agreement, the then-current subdivision ordinance of the City, as amended from time to time (the "Subdivision Regulations"); and

(iii) The "Water and Sewer" regulations of the City currently codified as Chapter 50 of the City's Code of Ordinances and in effect on the Effective Date, and following the 15th anniversary of the Effective Date of this Agreement, the then-current regulations of the City pertaining to water and wastewater service, subject to the provisions in Section 2.1(c) below (the "Public Works Ordinance"); and

(iv) the uniform building codes adopted by the City, including any local amendments, and uniformly applied within the City's corporate limits, as amended from time to time (the "Building Codes"); and

(v) until the 15th anniversary of the Effective Date of this Agreement, the modifications to the Subdivision Regulations set forth on Exhibit D (the "Special Regulations"); and

(vi) the development regulations set forth on Exhibit E (the "Development Regulations"), which, without limiting anything herein, control in the event of a conflict with the Zoning Ordinance (hereinafter defined), as described in Section 2.5, for the full term of this Agreement; and

(vii) exceptions to the Development Regulations described in Section 2.3; and

(viii) State and Federal Requirements described in Section 2.4; and

(ix) the Development Processes described in Article III; and

(x) the Development Charges described in Article IV; and

(xi) the Public Infrastructure and Retail Utility Service provisions of Article V; and

(xii) the provisions of the Comprehensive Zoning Ordinance of the City adopted on December 3, 2012, and following the 15th anniversary of the Effective Date of this Agreement, the provisions of the then-current Comprehensive Zoning Ordinance of the City and any subsequent amendments thereto that supplement, and do not conflict with, the Development Regulations attached as Exhibit E (the "Zoning Ordinance"), which shall be applied, to the extent applicable, as follows: (A) the least restrictive residential zoning district shall apply to all residential development; and (B) the Commercial Corridor (CC) zoning district shall apply to all non-residential development (including mixed use development with both non-residential and multi-family components), unless the CC zoning district does not exist at any point following the 15th anniversary of the Effective Date, in which case the least restrictive non-residential base zoning district of the then-current Zoning Ordinance shall apply; and

(xiii) final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement (the "Approved Plats"); and

(xiv) the Non-Development Ordinances described and defined in Section 2.1(g).

(b) The Subdivision Regulations, the Public Works Ordinance, the Building Codes, the Zoning Ordinance, and the Non-Development Ordinances shall be collectively referred to herein as the "Governing Ordinances."

(c) Notwithstanding anything to the contrary in Section 2.1(a)(iii) above, (i) the provisions of the Public Works Ordinance dealing with water shall apply only to the extent the City is the retail water provider; (ii) the provisions of the Public Works Ordinance related to sewer shall apply only to the extent the City is the retail wastewater provider; (iii) any provisions of the Public Works Ordinance prohibiting the city from being the wastewater provider unless the City is also the water provider shall not apply; and (iv) from the Effective Date forward, the Property shall be subject the City's water rates, as amended from time to time, to the extent the City is the retail water provider to the Property, and the Property shall be subject to the City's wastewater rates, as amended from time to time, to the extent the City is the retail wastewater provider to the Property.

(d) To the extent this Article II provides for any amendments to the Governing Ordinances to be applicable to the Property following the 15th anniversary of the Effective Date, (i) such amendments to the Subdivision Regulations shall be generally applicable within the City's corporate limits and ETJ; (ii) such amendments to the Non-Development Ordinances shall be generally applicable within the City's ETJ; and (iii) such amendments to the Public Works Ordinance shall be generally applicable within the City's corporate limits. The term "generally applicable" shall mean that no property is singled out for different treatment on the basis of (i) its status in either the City's corporate limits or ETJ; (ii) the size or density of the development project; or (iii) the existence of a development agreement governing such property.

(e) As applied to a specific parcel, the term "Subdivision Regulations" includes any city Council approved waivers or modifications authorized by the terms thereof, and the terms "Zoning Ordinance" and "Development Regulations" include any revisions approved pursuant to Section 2.3.

(f) The Governing Regulations (including all future amendments thereto permitted by this Article II) are exclusive, and no other ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City after the Effective Date) apply to the development of the Property. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties agree that the Governing Regulations shall include the City's exercise of exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of all Public Infrastructure.

(g) Other ordinances of the City that do not regulate the development of the Property (the "Non-Development Ordinances") may be applied and enforced by the City to non-development activities within the Property to the extent that (i) such ordinances are uniformly applied in the City's ETJ; (ii) the City has the authority to adopt and enforce such ordinances uniformly throughout its ETJ; and (iii) such ordinances are not subdivision or sign ordinances. Within ten business days after the City Manager's receipt of a written request from the Owner or any other owner or any resident, tenant, user, or other occupant of any portion of the Property, the City Manager or his or her designee shall provide a list of the Non-Development Ordinances and a complete copy of then-current version of each such ordinance. The Non-Development Ordinances in effect on the Effective Date shall apply to the Property until the 15th anniversary of the Effective Date, after which time the then-current Non-Development Ordinances, as amended from time to time, shall apply to the Property.

2.2 Concept Plan.

(a) Concurrently with the submittal of a preliminary plat application, the applicant shall submit an updated Concept Plan for the land covered by the application. If the plat application is approved, the updated Concept Plan shall be binding on the platted area, but shall not constitute an amendment to this Agreement and shall not be subject to Section 2.2(c). Revisions to an updated Concept Plan submitted under this section may be submitted at the time of subsequent plat applications for the area covered by the updated Concept Plan or for other portions of the Property impacted by the information shown on the plan. The updated Concept Plan for the phase under development shall show more detail than the original concept plan attached as Exhibit C, including, but not limited to, the following information as it relates to the area covered by the plat application:

- (i) the location and size of all planned thoroughfares serving the area covered;
- (ii) the major utility infrastructure intended to serve the area;
- (iii) major drainage ways intended to serve the area;
- (iv) the general land uses planned for the area;
- (v) the planned locations of parks, open space, and schools within the area;
- (vi) the overall residential density planned for the area; and
- (vii) a conceptual layout of the hamlet showing the relationship between the plat and the proposed major Public Infrastructure and land use in the hamlet that contains the area covered by the plat. See the Concept Plan for the location of each hamlet.

(b) Any park shown on an updated Concept Plan for a specific plat application must be (i) shown on the preliminary plat and the final plat consistent with the updated Concept Plan; and (ii) constructed concurrently with the other Public Infrastructure for the final plat that includes the planned park, unless otherwise approved by City Council. No final plat that includes a park shall be recorded until construction of the park is completed and inspected for completion under Section 3.3.

(c) The Concept Plan for the entire Property may be revised with the approval of the City Council or as otherwise provided in this Subsection 2.2(c) upon receipt of a written request from the Owner of the portions of the Property affected by the revisions. The City Manager has the authority to administratively approve or deny revisions to the Concept Plan provided, in any approval, the approximate area of each hamlet, and the acreages of land use (if any), do not increase or decrease by more than ten percent and provided arterial and collector roadway alignments substantially conform to the alignments shown on the then-existing Concept Plan. If the revision requires the approval of City Council, the revision shall be approved by resolution or ordinance, and a copy of such resolution or ordinance shall be kept on file in the City Secretary's Office. If the revision is approved administratively by the City Manager, the City Manager shall sign and date the revised Concept Plan to indicate approval and a signed and dated copy of the revised Concept Plan shall be kept on file in the City Secretary's Office. Any revision to the Concept Plan under this Subsection 2.2(c) shall include a metes and bounds description of the portion of the Property affected by the revisions. Revisions to the Concept Plan are not amendments to this Agreement; however, the Owner shall record the revised Concept Plan in the deed records of Ellis County, Texas by recording a memorandum that describes the affected property by metes and bounds and attaches the ordinance or resolution approving the revisions, or in the case of administrative changes, a copy of the revised Concept Plan signed and dated by the City Manager.

2.3 Development Regulation Revisions. The City Manager shall have the authority to administratively approve the following "minor revisions" to the Development Regulations and Zoning Ordinance: (a) an increase in height of any structure by five percent or less; (b) a setback reduction of ten percent or less; (c) an increase in lot coverage of five percent or less; and (d) a reduction in off-street parking of five percent or less. The City Council may further authorize exceptions to the Development Regulations and Zoning Ordinance when the applicant demonstrates, to the satisfaction of the City Council, that the requested exception is not contrary to the public interest, does not cause substantial injury to adjacent property, and does not adversely affect the quality of development.

2.4 State and Federal Requirements. Development of the Property is subject to applicable ordinances that the City is required to adopt, from time to time, by state or federal law. Notwithstanding the foregoing, however, nothing in this section constitutes a waiver of the Owner's right to claim that an ordinance required by state or federal law: (a) does not apply to the Property based on the "vested rights" of the Owner, whether such rights arise under Chapter 43, as amended, or Chapter 245, as amended, of the Texas Local Government Code; (b) does not apply to the Property based on any other legal or equitable theory, whether based on existing or future common-law or state or federal statutes; or (c) constitutes an illegal exaction or a "taking" without compensation. Within ten business days of receipt of a written

request from the Owner or any other owner or any resident, tenant, user, or other occupant of any portion of the Property, the City Manager or his or her designee shall deliver a list of all ordinances applicable to the Property pursuant to this Section 2.4 and a complete copy of such ordinances.

2.5 Conflicts.

(a) In the event of any conflict between the provisions of this Agreement and its exhibits and any of the Governing Ordinances (including any amendments permitted thereto pursuant to Article II), this Agreement and its exhibits shall control, subject to the exception in Section 2.5(b).

(b) In the event of any conflict between the Special Regulations and the Subdivision Regulations, the Special Regulations shall control until the 15th anniversary of the Effective Date, after which date the Subdivision Regulations shall control.

(c) Notwithstanding Sections 2.5(a) and (b), Approved Plats control in the event of a conflict with any of the other Governing Regulations or any provision of this Agreement.

(d) In the event of a conflict between a traffic impact analysis submitted with a plat in accordance with Section 5.4 and any provision of the Subdivision Regulations, the traffic impact analysis shall control.

(e) If a dispute arises over whether or not a conflict exists, the Parties shall use commercially reasonable efforts to resolve the dispute. If the Parties cannot resolve the dispute using commercially reasonable efforts, either Party may seek a determination from a court of competent jurisdiction.

ARTICLE III DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties intend that the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, and the design, construction, installation, and inspection of all Public Infrastructure, and that Ellis County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plat Approval. Subdivision of the Property shall require approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement.

3.3 Public Infrastructure.

(a) Public Infrastructure shall be designed to comply with the Governing Regulations, and no construction or installation of Public Infrastructure shall begin until plans and specifications have been approved by the City confirming compliance with the Governing Regulations. All Public Infrastructure shall be constructed and installed in

compliance with the Governing Regulations and shall be inspected to determine compliance. If a final plat includes a park, the inspection shall also confirm completion of construction of the park to confirm compliance with this Agreement.

(b) Inspections shall be performed by independent, certified, and state-licensed inspectors that have been approved by the City and the District and that have agreed, in writing, to be subject to this Agreement (each, a "Certified Inspector"). Inspections shall be paid for by the contractor performing the work (or by the owner of the property on which the work is being performed).

(c) The City shall have the right, but not the obligation, to conduct inspections of all Public Infrastructure at the City's sole cost, except as otherwise provided in Section 4.6 which requires the Owner to pay the Wastewater Inspection Fees (hereinafter defined). If the City determines that any Public Infrastructure is not being constructed in compliance with the Governing Regulations and the contractor or builder fails to correct the non-compliance within a reasonable period of time after notice thereof, the City shall have the right to enforce compliance and to stop new work on the Public Infrastructure in question by the issuance of a "stop-work order" until the non-compliance is corrected to the reasonable satisfaction of the City. Nothing in this Section 3.3 is intended to create any liability of the City to determine whether any Public Infrastructure is constructed in accordance with the Governing Regulations.

3.4 Building Permits.

(a) No structure designed or intended for human occupancy and no fence or sign (each a "Structure") shall be constructed unless a building permit has been issued by the City's Building Official or his or her designee certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Regulations, which permit issuance shall not be unreasonably withheld. Except for model homes, fences, and signs, no building permit shall be issued for a Structure unless a final plat has been recorded for the lot on which the Structure is being constructed. Building permits shall be issued for model homes prior to the recordation of a final plat if the Public Infrastructure to serve the model homes has been completed and inspected; however, no model home may be used as a residence until a final plat has been recorded.

(b) If the City determines that any Structure is not being constructed in compliance with the building permit and the contractor or builder fails to correct the non-compliance within a reasonable period of time after notice thereof, the City shall have the right to enforce compliance and to stop new work on the Structure in question by the issuance of a "stop-work order" until the non-compliance is corrected to the reasonable satisfaction of the City.

(c) No building permit may be issued to a builder who does not own land within the Property unless such builder agrees in writing to be subject to this Agreement and delivers a copy of such writing to the City Secretary.

(d) All inspections and building permits shall be paid for by the builder performing the work or by the owner of the property on which the work is being performed. Such payments shall be made to the City pursuant to Section 4.3.

3.5 Certificate of Occupancy. Except for model homes, no building shall be occupied until a certificate of occupancy has been issued, or in the case of single family attached and detached residences, a final inspection has been approved, by the City's Building Official or his or her designee certifying that the building has been constructed in compliance with the Governing Regulations. Model homes may be occupied for the sole purpose of sales and marketing prior to the approval of a final inspection; however, no model home may be used as a residence until a final inspection of the home has been approved.

3.6 Certified Inspector Records and Reports. Each Certified Inspector shall maintain a permanent record of all Public Infrastructure inspected by the inspector. All such records shall be available for copying by the City or the District. All such records shall be kept in a form reasonably approved by the City and as otherwise required by the District, the TCEQ, and the AG. Each Certified Inspector shall provide to the City and the District a copy of each Public Infrastructure inspection report within fifteen (15) days after the inspection is performed (including reports that identify deficiencies and subsequent corrective action).

ARTICLE IV **DEVELOPMENT CHARGES**

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

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

4.3 Building Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges imposed by the City for its building permit review and approval process, sign permit review and approval process, and fence permit review and approval process (as applicable, the "Building Permit Fees") according to the fee schedule adopted by the City as amended from time to time. The fees and fee schedule applicable to the Property shall be uniformly applicable to all development within the City's corporate limits, and the Property shall not be subject to any requirement for payment of higher fees than are charged within the City's corporate limits.

4.4 Public Facility Fee.

(a) The City intends to adopt and maintain a resolution or ordinance applicable to all property in the City's ETJ requiring that a \$1,500 public facility fee be charged and collected on each residential and commercial lot developed in the ETJ, excluding lots intended for public school uses, public safety facilities, parks, open space, and common areas maintained by a home owner's association, as a condition to agreeing to enter into a development agreement, consent to the creation of a special taxing district, or grant any other economic development incentives. Upon adoption of such a resolution or ordinance, the Property shall be subject to the following fees (the "Public Facility Fees"):

(i) Prior to recording an approved final plat, the applicant shall pay the first installment of \$750 for each residential and commercial lot shown on the final plat; and

(ii) Prior to issuance of a building permit for a building other than a public school, a public safety facility, or park building, the applicant shall pay the second installment of \$750.

(b) The Public Facility Fees shall fund the capital cost of police and fire service to each lot within the Property containing a building that has been issued a Certificate of Occupancy, or in the case of a single family residence, a final inspection has been approved.

(c) The Public Facility Fees shall be in addition to the Building Permit Fees and the District Fees (hereinafter defined).

(d) Notwithstanding anything to the contrary in this Section 4.4, the Property shall under no circumstances be subject to the Public Facility Fees unless and until the City adopts the resolution or ordinance described in Section 4.4(a).

4.5 District Fees. The Owner shall cause the District to enter into an Interlocal agreement with the City that will require the City to provide police and fire services to developed portions of the Property located in the ETJ in a manner commensurate with the City's provision of such services within the City's corporate limits. The Interlocal agreement will require the District to pay an annual fee of twelve cents (\$0.12) per \$100 of valuation for portions of the Property that, as of January 1st of each year, are developed property to fund the costs of such services (the "District Fees"). The Interlocal agreement shall provide that, if the District is in default of the obligation to pay the District Fees to the City at any time, the District shall not be authorized to issue bonds until the District cures the default. In this section, the term "developed property" means any platted lot containing a building that is reflected on the tax rolls of the Ellis County Appraisal District as an improvement.

4.6 Wastewater Inspection Fees. The Owner or the District shall reimburse the City for a maximum of \$5,000 in City costs to hire an inspector to inspect the construction of the Trinity River Authority wastewater transmission line that will be constructed pursuant to Section 5.2 (the "Wastewater Inspection Fees"). After the fifth anniversary of the Effective Date, the Wastewater Inspection Fees will not be capped at \$5,000, and the Owner or the

District shall reimburse the City for its actual costs, not to exceed the amount reasonably required for the City to hire an inspector at industry standard rates in Ellis County, Texas to perform these inspection services.

4.7 Impact Fees. In the event the City adopts a water and/or wastewater impact fee ordinance in the future, development of the Property after the effective date of the ordinance will be subject to the payment to the City of the water and wastewater capital recovery fees and charges for Public Infrastructure necessitated by and attributable to the development of the Property (the "Impact Fees"), subject to the following conditions:

(a) All Impact Fees shall be adopted by the City and applied to the Property in full compliance with Chapter 395 of the Texas Local Government Code, as amended.

(b) No water Impact Fee may be charged by the City unless the City is the retail water provider, and no wastewater Impact Fee may be charged by the City unless the City is the retail wastewater provider; however, the City may charge an Impact Fee when the City is not the retail water or wastewater provider, as applicable, to the extent the City is funding the construction of a capital improvement serving the Property pursuant to a written agreement with, and on behalf of, the retail water or sewer provider, as applicable.

(c) No Impact Fee may be charged in connection with the development of any lot if the City's assessment of the Impact Fee takes place after the final plat for that lot was approved.

(d) The City shall not require the Owner or any other owner, subdivider, plat applicant, or building permit applicant (as used in this section, collectively, a "Developer") to construct or dedicate any item of Public Infrastructure and pay Impact Fees for that item of Public Infrastructure. In addition, if a Developer constructs or dedicates any item of Public Infrastructure included on the City's Capital Improvements Plan, the City hereby agrees that the Developer is entitled to a credit equal to the full cost incurred by the Developer to design and construct the item of Public Infrastructure, including easement and right-of-way acquisition or dedication costs, if applicable. In addition, the City hereby agrees that the Developer is entitled to all other credits or waivers authorized by Chapter 395, of the Texas Local Government Code, as amended to the extent the Developer constructs or dedicates any item eligible for such a credit or waiver under Chapter 395, as amended. Such credits and waivers shall run with the land benefited by the construction or dedication that results in the credit or waiver.

4.8 Exclusive Fees. Except for the Plat Review Fees, the Plan Review Fees, the Building Permit Fees, the Public Facility Fees, the District Fees, the Wastewater Inspection Fees, and the Impact Fees, no other fees or charges of any kind are due and payable to the City in connection with the development of the Property.

ARTICLE V
PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

5.1 Water. The Rockett Special Utility District ("Rockett") holds the certificate of convenience and necessity ("CCN") requiring Rockett to serve as the retail provider of water service to the Property. If Rockett serves as the retail water provider to all or a portion of the Property, such service shall be required to meet all requirements of the City and the State of Texas related to flow, volume, capacity, and storage for fire protection purposes. Nothing herein shall be construed to require Rockett to be the retail water provider to all or any portion of the Property; however, the substitution of any alternate provider (other than a successor entity to Rockett) shall require the City's prior approval, which shall not be unreasonably withheld, conditioned, or delayed.

5.2 Wastewater.

(a) The Owner consents to the City obtaining the CCN to serve as the retail provider of wastewater service to the Property, and the City agrees to serve as the retail provider regardless of whether the City is also the retail provider of water service to all or any portion of the Property. The Owner agrees to pay the reasonable costs incurred by the City to obtain the wastewater CCN for the Property. In the alternative, at the Owner's option, the District may obtain the CCN and transfer the CCN to the City at the District's sole cost.

(b) All wastewater from the Property will be treated through the Trinity River Authority's Ten Mile System. The City will make application to the Trinity River Authority for all approvals necessary to send wastewater from the Property through the Ten Mile System, and the Owner shall support the City in these efforts, including payment of the reasonable costs of the City involved in making the application and pursuing such approvals. If the Trinity River Authority agrees to accept wastewater from the Property, designs and specifications for the wastewater Public Infrastructure will require the approval of the Trinity River Authority in addition to the City's approval. If the Trinity River Authority refuses to accept wastewater from the Property, the Property shall be served by an alternative wastewater retail provider and collection and disposal method capable of serving in accordance with the Governing Regulations and the TCEQ's applicable regulations. No final plat shall be recorded for any lot until wastewater service has been provided to the lot in accordance with the Governing Regulations.

(c) The Owner or the District, as appropriate, shall construct all wastewater Public Infrastructure necessary to serve the development of the Property, which infrastructure includes, but is not limited to, a new transmission line (the "New Sewer Transmission Line") and a metering station at its convergence with the Trinity River Authority line for the Ten Mile System. The City agrees to acquire all necessary off-site wastewater easements, and the Owner shall reimburse the City for the costs of such easement acquisition, including any costs of eminent domain and attorney's fees. The City shall have the sole authority in any decision to initiate eminent domain in acquiring the easements hereunder. Nothing herein is intended to limit or otherwise impair the District's ability to condemn off-site wastewater easements. The New Sewer Transmission Line, metering station, and other wastewater infrastructure required by this section shall not be required to be constructed unless and until all approvals necessary for

the City to serve as the retail wastewater provider are satisfied and all approvals necessary for the Property to be served by the Trinity River Authority's Ten Mile System are obtained. In addition, such infrastructure shall not be required to be constructed until the City has no capacity left in its existing wastewater infrastructure. The Owner or the District may utilize existing capacity in the City's wastewater system to serve the Property upon the receipt of the approvals described in Section 5.2(b), which are required prior to connecting to the existing system, to the extent the City confirms such capacity is available at the time, subject to the City Manager's approval. Such usage shall be on a temporary basis until the New Sewer Transmission Line is completed, the length of which shall be determined by the City Manager, and shall be subject to revocation by the City Manager following the City's delivery of at least 180 days' prior written notice of revocation to the Owner in accordance with Section 12.2.

(d) The Owner shall ensure its wastewater Public Infrastructure is compatible with the City's SCADA system and fund any upgrades or changes reasonably necessary to the SCADA system due to the development of the Property.

(e) If the City funds the costs associated with oversizing the gravity portion of the New Sewer Transmission Line in accordance with this subsection, the Owner or the District shall cause the gravity portion of the line to be designed and constructed with additional capacity to serve property outside of the Property. Such additional funding shall be measured as the difference between (i) the total cost to acquire easements and design and construct the gravity portion of the wastewater line sized to include the additional capacity requested by the City, and (ii) the total cost to acquire easements and design and construct the gravity portion of the wastewater line sized only to serve the Property. At least 30 days prior to commencing the design of the New Sewer Transmission Line, the Owner shall deliver to the City Manager a detailed summary of the costs of the alternative wastewater lines described in this subsection, a written notice of its intent to commence the design of the New Sewer Transmission Line, and a written request that the City participate in the funding of the cost of oversizing the line. During such 30-day period, the City Manager shall notify the Owner in writing in accordance with Section 12.2 of its intent to fund the cost of oversizing the line or allow the Owner to design the line without oversizing, as the case may be. If the City delivers a notice, in accordance with this subsection, of its intent to fund the oversizing, the Owner shall design the line with the additional capacity specified in the City's notice. If the City fails to provide a notice within the 30-day period, in accordance with this subsection, the Owner shall be released from any requirement to design or construct the New Sewer Transmission Line as an oversized line. If the City does not place adequate funding in escrow for the purpose of funding the oversized capacity in accordance with this subsection at least thirty days prior to the Owner or the District awarding a contract for the construction of the New Sewer Transmission Line, the Owner or the District may design and construct the New Sewer Transmission Line in a manner sufficient to serve only property within the Property.

(f) No portion of the Property shall at any time be served by a temporary wastewater treatment plant unless otherwise approved by the City Council.

5.3 Roadways.

(a) The Owner or the District shall dedicate to the Texas Department of Transportation ("TxDOT") or the City, as applicable, at no charge, right-of-way that is a maximum of 150 feet in width for an extension of FM 664 from Interstate 35 to Interstate 45 through the portions of the Property shown on Exhibit B as a 450.298-acre tract and a 68.673-acre tract at a location to be determined by TxDOT consistent with other segments of FM 664 adjacent to the Property and approved by the Owner, which approval shall not be unreasonably withheld, as generally shown on the Concept Plan. Such right-of-way shall be dedicated, with a condition of title satisfying TxDOT standards, subject to the following conditions:

(i) Except as may otherwise be required by Section 5.4(c), the Owner and the District shall not be required to dedicate any right-of-way prior to TxDOT establishing the final alignment and the final design of this thoroughfare within the applicable TxDOT design segment containing the Property.

(ii) The Owner must approve the form of the deed, which shall, at a minimum, include (A) either a provision for placing the deed in escrow until construction of the portion of the thoroughfare through the Property is completed, or at the Owner's option, a right of reverter in the event completion of construction of the thoroughfare through the Property is not completed within 15 years after dedication of the right-of-way; (B) a restriction on the use of the right-of-way limiting it to public use for a roadway and other similar and compatible uses that are customary for public right-of-way; and (C) a reservation of an easement of adequate width for water, sewer, and other utilities within the FM 664 right-of-way, which utilities are to be constructed by the Owner or the District.

(b) The Owner agrees not to object to the construction of the FM 664 extension described in this Section 5.3.

(c) Except as specified in Subsection 5.3(a), all roadways constructed within the Property will be dedicated to the City and maintained by the District until annexed by the City, as further described in Section 5.6(d).

5.4 Traffic Impact Analysis.

(a) Each preliminary plat application shall be accompanied by a traffic impact analysis that determines (a) the roadway network and intersection improvements needed within and immediately adjacent to the area that is the subject of the plat application as a direct result of the development proposed as part of the plat application; and (b) what roadway improvements are necessary to operate thoroughfares within the Property at a Level of Service C or better, as described in Table 1 at the end of this Section 5.4, when the development proposed on the plat application occurs. The traffic impact analysis shall include an analysis of roadway conditions within one mile of the boundaries of the area covered by the plat application. The term "thoroughfare" is defined as a roadway

that is intended to have four or more vehicle lanes at full build out. Roadway improvements that may be required by a traffic impact analysis may include, but are not limited to, the construction of traffic signals and turn lanes, and the widening of existing roads or construction of new roads, within the Property. The traffic impact analysis shall determine all thoroughfare related improvements.

(b) The traffic impact analysis shall be attached to the approved preliminary plat; however, it may be amended in as part of an amended preliminary plat application or with the final plat application. The roadway improvements dictated by the traffic impact analysis shall be shown on the preliminary and final plats, and no final plat may be recorded until such improvements have been completed in accordance with the requirements of the traffic impact analysis, preliminary plat, and final plat.

(c) If TxDOT has not constructed the FM 664 extension through the Property and a traffic impact analysis in accordance with this section determines that the development proposed by a preliminary plat application for a portion of the Property will necessitate the construction of this extension, the City may require the plat applicant to construct two vehicle lanes of the future FM 664 within the Property and dedicate the right-of-way necessary for such construction. If the plat applicant does not own the necessary future right-of-way, the City may require the Owner to dedicate such right-of-way. The City shall support any action necessary to allow the plat applicant's construction of such segments, including but not limited to the de-designation of FM 664 as a TxDOT system roadway.

(d) Notwithstanding anything to the contrary in this Section 5.4, in the Special Regulations, or in the Governing Ordinances (including any amendments thereto permitted by Article II), the City shall not require the Owner or any plat applicant to construct any roadway improvements outside the boundaries of the Property, and no plat application shall be denied on the basis of adequacy of roadway Public Infrastructure if the plat applicant is meeting the Level of Service requirements of this Section 5.4 and the traffic impact analysis.

(e) Each traffic impact analysis shall be performed in accordance with the Transportation Impact Analyses for Site Development and Institute of Transportation Engineers (ITE) Recommended Practice. Until the tenth anniversary of the Effective Date, trip generation shall be based on recommendations and data contained in the Institute of Transportation Engineers' (ITE) report Trip Generation 8th Edition (Trip Generation, ITE) (the "ITE Standards"), and the operation analysis will be undertaken using techniques outlined in the Highway Capacity Manual 2010. Following the tenth anniversary of the Effective Date, trip generation shall be based on recommendations and data contained in the then-current ITE Standards and the then-current Highway Capacity Manual. If at any time following the tenth anniversary of the Effective Date, the City adopts its own standards to replace the ITE Standards and Highway Capacity Manual, such City-adopted standards shall be used in place of the then-current ITE Standards and Highway Capacity Manual referenced in the preceding sentence. For purposes of traffic operational analyses, geometric conditions within the study area will be inputted into the microcomputer based traffic model Synchro, Version 8.0 (Husch, Synchro 8.0). A

detailed operational analysis will be undertaken to evaluate each intersection's peak hour capacity and levels of service. Synchro follows procedures developed in the HCM 2010 and analyzes the study area in its entirety, rather than as a series of isolated intersections and driveways. All of the various scenarios, including existing and proposed conditions for the study area will be analyzed using Synchro. Traffix 11.0 simulation software will develop the trip generation rates by phase and location and distribute the traffic to the existing roadway network and the proposed intersections as each new roadway is constructed. Traffix traffic volume outputs will be inputted into Synchro for the purposes of performing capacity analyses at all study intersections.

(f) Property governed by a plat application shall be deemed to be adequately served by roadway infrastructure if the roadway improvements dictated by the traffic impact analysis required by this Section 5.4 are shown on the plat.

(g) The traffic impact analysis requirements of this Section 5.4 shall be the exclusive traffic impact analysis and traffic impact study requirements applicable to the Property.

Table 1 – "Level of Service" Descriptions

Level of Service	Control Delay for Signalized Intersection (sec/veh)	Control Delay for Unsignalized Intersection (sec/veh)	Description
A	≤ 10	≤ 10	Good progression and short cycle lengths
B	> 10 and ≤ 20	> 10 and ≤ 15	Good progression or short cycle lengths, more vehicle stops
C	> 20 and ≤ 35	> 15 and ≤ 25	Fair progression and/or longer cycle lengths, some cycle failures
D	> 35 and ≤ 55	> 25 and ≤ 35	Congestion becomes noticeable, high volume-to-capacity ratio
E	> 55 and ≤ 80	> 35 and ≤ 50	Limit of acceptable delay, poor progression, long cycles, and/or high volume
F	> 80	> 50	Unacceptable to drivers, volume greater than capacity

5.5 Oversizing. Except as otherwise provided in Article V of this Agreement for the New Sewer Transmission Line, no oversizing of any of the Public Infrastructure shall be required to serve any area outside of the boundaries of the Property. Notwithstanding the foregoing and as conditions dictate, oversizing may be required to serve areas within the Property.

5.6 Maintenance of Public Infrastructure.

(a) The retail provider of water service to the Property will own and maintain the water Public Infrastructure.

(b) The retail provider of wastewater service to the Property will own and maintain the wastewater Public Infrastructure.

(c) The District will own and maintain the drainage Public Infrastructure until the City annexes the Property into its corporate limits.

(d) The District will dedicate all roads constructed by the District (other than any segment of FM 664 that may be constructed by the District) to the City upon completion, but the District will maintain such roads until the City annexes the Property into its corporate limits.

(e) Maintenance bonds are required only for Public Infrastructure that will be dedicated to the City upon completion of construction.

5.7 Maintenance of Parks and Open Space. Parks and open space areas will be owned and maintained by the District or a property owners association until the City annexes such areas into its corporate limits, at which time the City has the option, but not the obligation, to require dedication of and to maintain these areas, subject to the agreement of the District or the property owners association, as applicable. The Owner shall use reasonable efforts to cause the District or the property owners association to convey such areas to the City if the City exercises its option under this Section 5.7; however, the Owner shall have no liability if the District or the property owners association refuses or fails to convey an area to the City pursuant to this Section 5.7.

ARTICLE VI TERM OF AGREEMENT

The term of this Agreement shall be 45 years after the Effective Date (the "Term"). The Term shall not be affected by any limited purpose annexation or full purpose annexation of any portion of the Property. This Agreement shall not continue to apply to portions of the Property subject to annexation under Sections 7.2 and 7.3 after such portions of the Property have been annexed in accordance with Sections 7.2 or 7.3, as applicable.

ARTICLE VII JURISDICTIONAL STATUS

7.1 Immunity From Full Purpose Annexation. Except as provided in Section 7.2 and Section 7.3 of this Agreement, the Property shall remain in the ETJ of the City and be immune from full purpose annexation by the City for the Term.

7.2 Full Purpose Annexation.

(a) THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO FULL PURPOSE ANNEX THE PROPERTY PRIOR TO THE EXPIRATION OF THE TERM IF CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE TO SERVE FULL DEVELOPMENT OF THE PROPERTY IS COMPLETE AND THE DISTRICT HAS ISSUED BONDS TO REIMBURSE THE COST OF ALL OF THE PUBLIC INFRASTRUCTURE, PROVIDED, HOWEVER,

THE DISTRICT WILL BE DISSOLVED AND THE CITY WILL BE REQUIRED TO ASSUME ALL DISTRICT OBLIGATIONS, AS REQUIRED BY LAW.

(b) IN ADDITION, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO FULL PURPOSE ANNEX PORTIONS OF THE PROPERTY LOCATED IN A DISTRICT THAT RESULTS FROM THE DIVISION OF THE ORIGINAL DISTRICT IF SUCH RESULTING DISTRICT HAS ISSUED BONDS TO REMIBURSE THE COST OF THE PUBLIC INFRASTRUCTURE TO SERVE SUCH RESULTING DISTRICT AND ALL OF THE DEBT HAS BEEN (i) RETIRED BY THE RESULTING DISTRICT OR CITY PRIOR TO SUCH ANNEXATION, OR (ii) ASSUMED BY THE CITY AS REQUIRED BY LAW.

(c) THE OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING "END-BUYERS", AS DEFINED IN SECTION 11.1) AND DEVELOPERS IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL PURPOSE ANNEXATION OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH SECTIONS 7.2(a) AND 7.2(b) AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF THE OWNER AND ALL FUTURE OWNERS AND DEVELOPERS TO FULL PURPOSE ANNEXATION OF ALL OR A PORTION OF THE PROPERTY IN ACCORDANCE WITH SECTIONS 7.2(a) AND 7.2(b).

7.3 Other Full Purpose Annexations.

(a) Strip Annexation and FM 664 Right-of-Way Annexation. At no cost to the City, the Owner agrees to petition the City for the voluntary full purpose annexation of the following areas:

(i) a one-foot wide strip around the Property within 90 days after the date of the District's confirmation election, or if the District is not created by March 15, 2013, the Owner shall petition the City for the voluntary full purpose annexation of this strip no later than April 30, 2013; and

(ii) the future right-of-way of FM 664 through the Property, not to exceed a maximum width of 150 feet, within 180 days after TxDOT determines the final design and alignment of FM 664 through the Property and prior to dedicating such right-of-way to TxDOT.

(b) Annexation if No District Created in Five Years. The full purpose annexation petition attached as Exhibit F shall become effective, and the City shall be entitled to annex the portion of the Property described in the petition on Exhibit F, if within five years after the Effective Date:

(i) the Ellis County Commissioners Court has not approved an order creating one or more Fresh Water Supply Districts encompassing all or a portion of the Property; and

(ii) no MUD, WCID, or Special Legislative District encompassing all or a portion of the Property has been created, provided the City has provided all consents required by law for the Owner to create a MUD or WCID, including, but not limited to, adoption of an ordinance consenting to the creation of a MUD or WCID in substantially the same format as the City ordinance adopted on the Effective Date that consents to the creation of the District, modified as necessary for a Municipal Utility District or Water Control and Improvement District, as applicable, and addressing any different powers or authorities of the Municipal Utility District or Water Control and Improvement District, as applicable.

7.4 Limited Purpose Annexation. The Owner agrees that the City shall have the right to annex those areas of the Property that are intended for retail development for the sole and limited purpose of allowing the City to impose sales and use taxes, including Type A and Type B sales taxes, within the boundaries of such retail areas pursuant to Section 43.0751 of the Texas Local Government Code. The terms and conditions upon which such limited purpose annexations may occur shall be set forth in a strategic partnership agreement between the City and the District, and the Owner shall cause the District to enter into such an agreement. No limited purpose annexation pursuant to the strategic partnership agreement shall affect, in any way, the ETJ status of the Property; and, notwithstanding any limited purpose annexation, the areas annexed, as well as the remainder of the Property, shall continue to be located within the ETJ of the City for purposes of this Agreement.

7.5 Waiver of Right to Payment Upon Disannexation. The Owner waives any rights to receive a refund of taxes paid pursuant to Section 43.148 of the Texas Local Government Code.

ARTICLE VIII **FRESH WATER SUPPLY DISTRICT**

8.1 Consent to the District's Creation. This Agreement constitutes the irrevocable and unconditional consent of the City to the creation of the District pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and the Chapters 49 and 53, Texas Water Code, as amended. The City further consents (a) to the conversion of the District to a water control and improvement district pursuant to the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51, Texas Water Code, as amended, (b) to the expansion of the authority of the District, if converted, (by petition to and approval of the TCEQ or otherwise) to include the design, construction, installation, operation, maintenance, and repair of wastewater facilities and improvements and drainage facilities and improvements (both within and outside the boundaries of the converted District), specifically excluding any temporary or permanent wastewater treatment plant that violates the terms of Section 5.2(f), and (c) to expansions, from time to time, of the authority of the District or converted District (by special acts of the Texas legislature or otherwise) to include road powers (both within and outside the boundaries of the District) or other powers authorized by the Texas Constitution or by the laws of the State of Texas, as amended. The City further consents to divisions of the District into not less than four resulting Districts and to boundary adjustments among the Districts in the form of exclusions and additions of land within the Property.

8.2 Consent to Special Legislation. This Agreement constitutes the irrevocable and unconditional consent of the City to the Special Legislation.

8.3 Consent Ordinance; Other Documents. The City agrees to adopt such further ordinances and execute such further documents as may reasonably be requested by the Owner, the TCEQ, the AG, or the District to evidence the City's consents as set forth in this Agreement and in the Consent Ordinance. The Consent Ordinance shall contain terms whereby the District shall not, without prior City Council approval, issue bonds with a term longer than 30 years or issue bonds beyond the 30th anniversary of the Effective Date of this Agreement.

8.4 No Limitation of Powers. Unless otherwise stated in this Article VIII, nothing in this Article VIII is intended to limit, impair, or conflict with the authority of or powers granted to the District by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such districts.

8.5 Full Satisfaction. The consents contained in this Article VIII and in the Consent Ordinance (the "District Consents") are given by the City: (a) in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ, or any rules, regulations, or policies of the Texas AG; (b) with the understanding that the District Consents are irrevocable and cannot be withdrawn or modified in any way by the City or by any action of the City Council without the prior written approval of the Owner; (c) with the understanding that the Owner has relied on the District Consents to the Owner's material detriment and but for the District Consents the Owner would not have entered into this Agreement; and (d) with the understanding that the District Consents shall not be affected by: (1) any default under this Agreement, whether by the Owner or any other person or entity that is or hereafter becomes bound by this Agreement, (2) any other act or omission by the Owner or any other person or entity, whether or not related to this Agreement or the Property, or (3) any act or omission by the District, whether or not related to this Agreement or the Property.

8.6 Maintenance Agreement. The Owner shall cause the District to enter into an Interlocal agreement requiring the District to maintain the Public Infrastructure that the District is required to maintain pursuant to this Agreement.

8.7 Ferris ISD Consent. This Agreement requires the Owner to comply with the conditions set forth in Resolution No. 2012-05 and Resolution No. 2012-06 adopted by the Ferris Independent School District on November 9, 2012 pertaining to the Property and the school district's consent to the creation of the District and support of the Special Legislation.

8.8 Trash Service. The District shall be solely responsible for arranging for trash service to all portions of the District located within the ETJ during the term of this Agreement. If portions of the District are annexed into the City in accordance with Article VII of this Agreement, the City will provide trash services to such areas on the same terms such services are provided to all other areas within the City's corporate limits.

8.9 Public Safety Site. The Owner will donate, or cause the District to donate, 2.5 acres within the District to the City for a future public safety center site at a location to mutually agreed upon by the Parties, which agreement shall not be unreasonably delayed or withheld by either Party, at the time of approval of the first preliminary plat for a portion of the Property. If the City has not agreed to a location by such time, the donation shall be deferred until (a) the City agrees to a location; and (b) the next preliminary or final plat for any portion of the Property is approved. The City agrees that no plat approval of any type shall be required as a condition to the lawful conveyance of the public safety center site to the City. The donation of this property will be subject to a reverter that causes title to revert to the Owner if a public safety center is not under construction by the time a Certificate of Occupancy or final inspection has been approved for 2,200 dwelling units within the Property.

8.10 Annexation of Land by the District. Except as otherwise provided in this Section 8.10, the District shall not annex any land located outside of the Property without the City Council's prior approval. The District may annex the land shown on Exhibit G (the "Bluff Springs 1 Property"), which is located in the ETJ of the City of Red Oak, without City Council approval, provided the City of Red Oak adopts an ordinance or resolution consenting to the annexation. If the District annexes the Bluff Springs 1 Property, no district that results from the subdivision of the District shall include land in both the City's ETJ and the ETJ of the City of Red Oak.

8.11 County Creation of FWSD. If Ellis County includes any road related construction or maintenance requirements in its order creating the District, such conditions shall be deemed to be incorporated into this Section 8.11.

ARTICLE IX EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in Default with respect to its obligation to make any payment required under this Agreement if such payment is not made within 15 business days after it is due.

9.2 REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default until the default is cured; or
- (c) adversely affect or impair the current or future obligations of the City to provide water or sewer service (whether wholesale or retail) or any other service to any developed portion of the Property or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the default; or
- (d) entitle the aggrieved Party to seek or recover monetary damages or attorney's fees of any kind; or
- (e) adversely affect or impair the validity of any consents given by the City in this Agreement or in the Consent Ordinance to the creation of the District; or
- (f) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds) or the day-to-day administration of the District; or
- (g) adversely affect or impair the continuation of the ETJ status of the Property and its immunity from annexation as provided by this Agreement; or
- (h) limit the Term of this Agreement.

9.3 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights, except the City waives its governmental immunity from suit and immunity from liability as to any action brought by a Party (or by the District) to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities other than the District or a Party to this Agreement.

ARTICLE X ASSIGNMENT AND ENCUMBRANCE

10.1 Assignment by the Owner to the District. The Owner has the right to assign to the District those portions of this Agreement concerning the provision of water and/or sewer service to the Property and the design, construction, installation, maintenance, and repair of any Public Infrastructure. Thereafter, for the limited purposes of such assignment, the District shall be considered an "Assignee," and therefore a Party, for purposes of this Agreement. Each assignment shall be in writing executed by the Owner and the District and shall obligate the District to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the District for the performance of all obligations assigned to the

District and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the District's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not given to the City within 15 days after execution, the Owner shall not be released until the City receives the assignment. No assignment by the Owner shall release the Owner from any liability resulting from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Owner shall maintain written records of all assignments made by the Owner to the District, including a copy of each executed assignment, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

10.2 Assignment by the Owner to Successor Owners. The Owner has the right (from time to time without the consent of the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Owner. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution in accordance with Section 12.2. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee, which Assignee shall assume in any assignment, 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; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Owner shall maintain written records of all assignments made by the Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. Each Assignee has the same rights as the Owner to make a subsequent assignment.

10.3 Assignment by Owner to Non-Owners. Subject to the City's prior written approval, Owner has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity that is not an owner of any portion of the Property (a "Non-Owner Assignee"). Each assignment shall be in writing executed by Owner and the Non-Owner Assignee and shall obligate the Non-Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution in accordance with Section 12.2. If the City approves the Non-Owner Assignee in writing, then the City agrees to look solely to the Non-Owner Assignee for the performance of all obligations assigned to the Non-Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the

Non-Owner Assignee's failure to perform the assigned obligations. If the City fails or refuses to approve the Non-Owner Assignee, the assignment shall nevertheless be effective; however, the Owner shall continue to be responsible, jointly and severally, with the Non-Owner Assignee for the performance of all obligations assigned. No assignment by Owner shall release Owner from any liability resulting from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Non-Owner Assignees, including a copy of each executed assignment and the Non-Owner Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Non-Owner Assignee, shall provide a copy of such records to the requesting person or entity. Each Non-Owner Assignee has the same rights as the Owner to make a subsequent assignment under this Section 10.3.

10.4 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of the Owner and the District.

10.5 Encumbrance by the Owner and Assignees. The Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement, and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial.

10.6 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Owner's prior written consent.

10.7 Assignees as Parties. An Assignee shall be considered a "Party" for the purposes of this Agreement. An Assignee under Section 10.2 shall also be considered the "Owner," but only as it relates to the portion of the Property owned by such Assignee and only to the extent the obligations, rights, title, or interests of the assignor have been assigned to and assumed by such Assignee in accordance with Section 10.2.

ARTICLE XI
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

11.1 Binding Obligations; Recording of Amendments and Assignments. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of Ellis County, Texas. In addition, all assignments to this Agreement shall be recorded in the deed records of Ellis County, Texas. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any "End-Buyer" of a fully developed and improved lot, except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (a) that the term "End-Buyer" means any purchaser, resident, tenant, user, or occupant; (b) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records; and (c) that the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations except the Public Infrastructure and Retail Utility Service provisions of Article V.

11.2 Releases.

(a) From time to time upon written request of the Owner or the District, the City Manager shall execute, in recordable form, a release of this Agreement as to an End-Buyer if the requirements of this Agreement have been met, subject to the continued application of the Governing Regulations, excluding the Public Infrastructure and Retail Utility Service provisions of Article V.

(b) The Individual Owners (as defined in the Recitals hereof) are not liable to any Party for the performance of any duty or obligation under this Agreement or for the failure of Walton Texas, WUSF 2, WUSF 3, the District, or any Assignee (including a Non-Owner Assignee) to perform any duty or obligation under this Agreement. The City unconditionally and irrevocably releases the Individual Owners from any and all claims, whether now existing or arising in the future, that the City has or may have arising from or directly or indirectly related to this Agreement or otherwise arising from or directly or indirectly related to the development of the Property.

11.3 Estoppel Certificates. From time to time upon written request of the Owner or the District, the City Manager will execute a written estoppel certificate identifying any obligations of the Owner or the District under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Owner or the District, as the case may be, is in compliance with its duties and obligations under this Agreement.

ARTICLE XII
ADDITIONAL PROVISIONS

12.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes

12.3 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, OF THE TEXAS LOCAL GOVERNMENT CODE. THE OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND THE OWNER EXPRESSLY RESERVES) ANY RIGHT THAT THE OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM: (A) OF "VESTED" OR PROTECTED DEVELOPMENT OR OTHER PROPERTY RIGHTS ARISING FROM CHAPTERS 43 OR 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR OTHERWISE ARISING FROM COMMON LAW OR OTHER STATE OR FEDERAL LAWS; (B) THAT AN ACTION BY THE CITY CONSTITUTES A "TAKING" OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR AN ILLEGAL EXACTION; (C) THAT A DEVELOPMENT FEE CONSTITUTES AN ILLEGAL IMPACT FEE UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; (D) THAT THE IMPOSITION OF THE "SUBDIVISION REGULATIONS" CONSTITUTES A VIOLATION OF CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; AND (E) THAT ANY AMENDMENT TO THE "GOVERNING ORDINANCES" VIOLATES STATE OR FEDERAL LAW. THE PARTIES AGREE THAT THE EXECUTION OF THIS AGREEMENT IS NOT THE FIRST PERMIT FOR A PROJECT.

12.4 Manufactured Housing. Notwithstanding any other provision of this Agreement to the contrary, including, but not limited to, any provision in the Subdivision Regulations or Development Regulations, the following provisions shall apply:

(a) HUD-certified manufactured homes may be located within the Property, from time to time, for the sole purpose of the creation and administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). The Owner will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied.

(b) Manufactured homes permitted by Section 12.4(a): (i) are not required to be located on a platted lot; (ii) do not require a building permit; (iii) do not require a certificate of occupancy or final inspection; (iv) do not otherwise have to comply with the Governing Regulations; (v) do not require any permit or other approval by the City; and (vi) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes permitted by this Agreement shall, however, be subject to all permits or approvals otherwise required by Ellis County, Texas; and the City shall cooperate in good faith to assist the Owner in obtaining such permits and approvals and in obtaining water, sewer, and utility service for such homes.

12.5 Water Wells. Water wells may be drilled within the Property for the sole purpose of providing irrigation water; subject, however, to all applicable rules and regulations of Ellis County, Texas and the TCEQ. Water wells may not be used to provide potable water without the consent of the City, which shall not be unreasonably withheld, conditioned, or delayed.

12.6 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

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

12.8 Entire Agreement; Severability.

(a) 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.

(b) If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property is no longer within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that remains within the City's ETJ.

12.9 Director Qualifying Lots. Notwithstanding any other provision of this Agreement to the contrary, including, but not limited to, any provision in the Subdivision Regulations, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no building, other than manufactured housing authorized by Section 12.4, shall be constructed on any property

conveyed for such purpose unless and until a plat of such portion has been approved by the City in accordance with this Agreement.

12.10 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 Ellis County, Texas. Venue for any action to enforce or construe this Agreement shall be in Ellis County, Texas.

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

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

12.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence, and reasonable care, including, without limitation, a delay or failure of performance caused by any act of God, war, natural disaster (including, but not limited to, hurricanes, flooding, and tornadoes), strike, lockout, labor dispute, work stoppage, fire, third party criminal act, or quarantine restriction; however, specifically excluding weather and acts of governmental entities which are not parties to this Agreement.

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

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

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

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Special Regulations
Exhibit E	Development Regulations
Exhibit F	Annexation Petition
Exhibit G	Depiction of the Bluff Springs 1 Property

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

CITY OF FERRIS, TEXAS

By: *Pat Bradley*
Name: PAT BRADLEY
Title: City Secretary

By: *Bill Pardue*
Name: Bill Pardue
Title: Mayor
Date: 1-14-2013

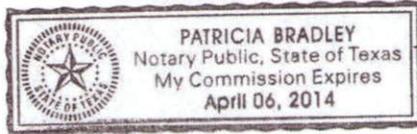


APPROVED AS TO FORM:

By: _____
Name: Mark Goldstucker
Title: City Attorney

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

This instrument was acknowledged before me on January 14, 2013 by Bill Pardue, Mayor of the City of Ferris, Texas on behalf of said city.



Patricia Bradley
Notary Public, State of Texas

WALTON TEXAS, LP,

a Texas limited partnership, in its capacity as an Owner, and in its capacity as an Operator and Manager on behalf of all Individual Owners under and pursuant to the Declarations referenced in the recitals hereof

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

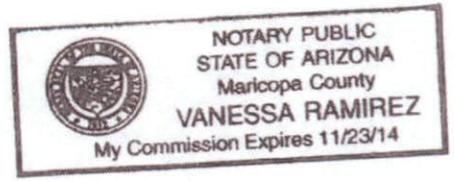
By: Walton International Group, Inc.,
a Nevada corporation, its Manager

By: *Gordon A. Price*
Name: Gordon A. Price
Its: Authorized Signatory

By: *Timothy L. Terrill*
Name: TIMOTHY L. TERRILL
Its: AUTHORIZED SIGNATORY

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on March 13, 2013 by *Gordon A. Price* and *Timothy L. Terrill*, each an Authorized Signatory of Walton International Group, Inc., a Nevada corporation, the Manager of Walton Texas GP, LLC, a Texas limited liability company, the General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of said Texas limited partnership.



[Signature]
Notary Public, State of Arizona

WUSF 2 REDWOOD LP,
a Texas limited partnership,
in its capacity as an Owner

By: WUSF 2 Redwood GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton U.S. Land Fund 2, LP,
a Delaware limited partnership,
its Manager

By: WUSF 2 GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Land Management (USA), Inc.
a Delaware corporation
its Manager

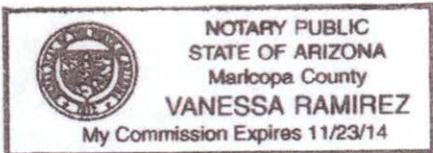
By: *Gordon A. Price*
Name: Gordon A. Price
Its: Authorized Signatory

By: *Timothy L. Terrill*
Name: TIMOTHY L. TERRILL
Its: AUTHORIZED SIGNATORY

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on March 13, 2013 by Gordon A. Price and Timothy L. Terrill, each an Authorized Signatory of Walton Land Management (USA), Inc., a Delaware corporation and the Manager of WUSF 2 GP, LLC, a Delaware limited liability company and the General Partner of Walton U.S. Land Fund 2, LP, a Delaware limited partnership and the Manager of WUSF 2 Redwood GP, LLC, a Delaware limited liability company and the General Partner of WUSD 2 Redwood LP, a Texas limited partnership, on behalf of said Texas limited partnership.

[Signature]
Notary Public, State of Arizona



WUSF 3 REDWOOD MEADOWS, LP,
a Texas limited partnership,
in its capacity as an Owner

By: WUSF 3 Redwood Meadows GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton U.S. Land Fund 3, LP,
a Delaware limited partnership,
its Manager

By: WUSF 3 GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Land Management (USA), Inc.
a Delaware corporation
its Manager

By: *Gordon A. Price*
Name: Gordon A. Price
Its: Authorized Signatory

By: *Timothy L. Terrill*
Name: TIMOTHY L. TERRILL
Its: AUTHORIZED SIGNATORY

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on March 13, 2013 by Gordon A. Price and Timothy L. Terrill, each an Authorized Signatory of Walton Land Management (USA), Inc., a Delaware corporation and the Manager of WUSF 2 GP, LLC, a Delaware limited liability company and the General Partner of Walton U.S. Land Fund 2, LP, a Delaware limited partnership and the Manager of WUSF 2 Redwood GP, LLC, a Delaware limited liability company and the General Partner of WUSD 2 Redwood LP, a Texas limited partnership, on behalf of said Texas limited partnership.

[Signature]
Notary Public, State of Arizona

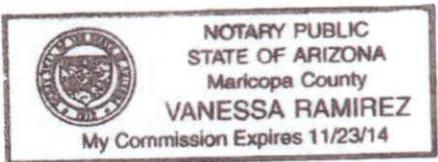


EXHIBIT A**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

BEING all that certain lot, tract, or parcel of land being a part of the JOHN W. BAKER SURVEY, Abstract No. 35, and being a part of a called 118.5585 acre tract of land (the north 1/2 of a described 237.117 acre tract) conveyed to Jimmy Don Allen and Norman Allen by Deed recorded in Volume 738, Page 522, Deed Records, Ellis County, Texas, (DRECT), and being more particularly described as follows:

BEGINNING at a railroad spike set in Bluff Springs Road (a county road) for the north corner of this tract and same for the said 118.5585 acre tract and 237.117 acre tract and being the west corner of a called 45.183 acre tract of land conveyed to Anglin and Associates, by Deed and recorded in Volume 1023, Page 409, Official Public Records, Ellis County, Texas, (OPRECT), and also being in the southeast line of Bluff Springs Park, First Installment, a subdivision in Ellis County, Texas, according to the plat filed in Cabinet B, Slide 80, of the Plat Records, Ellis County, Texas, (PRECT);

THENCE S 29°57'10" E, (Deed - S 29°30' E, Reference Bearing from GPS observation, Texas Co-Ordinate System, North Central Zone) along the northeast line of this tract and same for the said 118.5585 - 237.117 acre tract and along the southwest line of the 45.183 acre tract at approximately 30.00 feet pass a 1/2" steel rod set for witness corner, continuing along said lines at approximately 2109.37 feet pass the south corner of the 45.183 acre tract and the west corner of a called 105.498 acre tract of land conveyed to James H. Toomey and Virginia Toomey, by Deed and recorded in Volume 1741, Page 461, OPRECT, continuing along the southwest line of the Toomey Tract, in all, 2317.54 feet to a 1/2" steel rod set for the east corner of this tract and same for the said 118.5585 acre tract and being the north corner of another 118.5585 acre tract out of the called 237.117 acre tract (the south 1/2 of the 237.117 acre tract);

THENCE S 60°02'50" W, into the 237.117 acre tract and along the southeast line of this tract and same for the said first 118.5585 acre tract and along the northwest line of the second 118.5585 acre tract at approximately 2249.00 feet pass a 1/2" steel rod set for witness corner, in all, 2349.00 feet to a point in Bear Creek for the most southerly south corner of this tract and same for the first called 118.5585 acre tract and being in the original southwest line of the called 237.117 acre tract and is the most westerly corner of the second called 118.5585 acre tract, and also which lies in a northeast line of a called 18.939 acre tract of land conveyed to Judithe Ann Melby by Deed and recorded in Volume 2041, Page 1898, OPRECT;

THENCE along the approximate centerline of Bear Creek and a southwest and south line of the first called 118.5585 acre tract and same for this tract and same for the 237.117 acre tract and along east and north lines of the 18.939 acre tract as follows: N 19°22'05" W, 64.82 feet and S 83°00'00" W, 111.34 feet to a point for the most westerly south corner of this tract and same for the first called 118.5585 acre tract and a westerly south corner of the 237.117 acre tract and being a northerly corner of the 18.939 acre tract and being the east corner of a called 31.204 acre tract of land conveyed to Roy C. Coffee, Jr., by Deed and recorded in Volume 740, Page 802, DRECT;

THENCE N 30°26'26" W, along the southwest line of this tract and same for the first called 118.5585 acre tract and 237.117 acre tract and along the northeast line of the called 31.204 acre tract at approximately 100.00 feet pass a 1/2" steel rod set for witness corner, continuing along said lines at approximately 1887.51 feet pass a 1/2" steel rod set for witness corner, continuing along said lines, in all, 1917.51 feet to a railroad spike set in Bluff Springs Road for the west corner of this tract and same for the first called 118.5585 acre tract and same for the called 237.117 acre tract and being the north corner of the 31.204 acre tract and which lies in the southeast line of a called 1.9996 acre tract of land conveyed to Ricki J. Glass, by deed and recorded in Volume 1110, Page 237, OPRECT;

THENCE along Bluff Springs Road and the northwest lines of this tract and same for the first called 118.5585 acre tract and 237.117 acre tract and along the southeast lines of respective adjoining tracts as follows:

N 52°21'04" E, 1717.23 feet passing the following tracts:

1. the called 1.9996 acre tract;
2. a 2.00 acre tract of land conveyed to Justino D. Estrada and Mary C. Estrada by Deed and recorded in Volume 973, Page 674, OPRECT;
3. a 1.118 acre tract of land conveyed to Horacio Chavez and Bobbie Faye Ortiz by Deed and recorded in Vol. 1871, Pg.1018, OPRECT;
4. a 1.556 acre tract of land conveyed to Maria Angeles Martinez, by Deed and recorded in Vol. 2071, Pg. 1125, OPRECT;
5. a 9.909 acre tract of land conveyed to Ismael Coronado by Deed and recorded in Vol. 2119, Pg. 775, OPRECT;
6. a 1.000 acre tract of land out of a 19.015 acre tract of land conveyed to Katherine L. Hamm, by Deed and recorded in Vol. 1250, Pg. 749, OPRECT;
7. another southeast line of the 9.909 acre tract of land conveyed to Ismael Coronado by Deed and recorded in Vol. 2119, Pg. 775, OPRECT;
8. a 2.34 acre tract of land conveyed to Donald Wayne West and Carol Ann West by Deed and recorded in Vol. 611, Pg. 480, DRECT;
9. a 0.648 acre tract of land conveyed to Reda Crites by Deed and recorded in Vol. 817, Pg. 697, DRECT;
10. a 2.010 acre tract of land conveyed to Bettie Jean Schumacher by Deed and recorded in Vol. 2190, Pg. 224, OPRECT;
11. and a 1.080 acre tract of land conveyed to Jose Jervacio Mendiola by Deed and recorded in Vol. 2073, Page 177, OPRECT, to a railroad spike set for the east corner of the 1.080 acre tract and being the south corner of Bluff Springs Park, Second Installment as recorded in Cabinet B, Slide 149, Plat Records, Ellis County, Texas, (PRECT);

N 53°20'37" E, 590.94 feet along the southeast line of the said Bluff Springs Park, Second Installment, and 30 feet from and parallel to the southeast lines of Lots 10 through 6, respectively, to a railroad spike set for the east corner of the said Second Installment and being the south corner of the First Installment of Bluff Springs Park, First Installment as recorded in Cabinet B, Slide 80, PRECT;

RETURN TO AGENDA

and N 62°06'02" E, 167.39 feet along the southeast line of the said First Installment and 30 feet from and parallel to the southeast lines of Lots 12 and 13, respectively, to the POINT OF BEGINNING and containing approximately 122.748 acres of land.

BEING all that certain lot, tract, or parcel of land being a part of the JOHN W. BAKER SURVEY, Abstract No. 35, and being a part of a called 118.5585 acre tract of land (the south 1/2 of a described 237.117 acre tract) conveyed to Jimmy Don Allen by Deed recorded in Volume 738, Page 527, Deed Records, Ellis County, Texas, (DRECT), and also being all of a called 1.876 acre tract of land conveyed to Jimmy Allen and Marietta Allen by Deed recorded in Volume 2297, Page 1737, Official Public Records, Ellis County, Texas, (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the northeast line of the said 237.117 acre tract of land for the north corner of this tract and same for the called 118.5585 acre tract and being the east corner of a second called 118.5585 acre tract of land described in Volume 2335, Page 2308, OPRECT, and which bears approximately S 29°57'10" E, 2317.54 feet from a railroad spike set in Bluff Springs Road (a county road) for the north corner of the 237.117 acre tract and north corner of the second called 118.5585 acre tract; said steel rod set being in the southwest line of a called 105.498 acre tract of land conveyed to James H. Toomey, and wife, Virginia Toomey, in Volume 1741, Page 461, OPRECT;

THENCE S 29°57'10" E, (Deed - S 29°30' E, Reference Bearing from GPS observation, Texas Co-Ordinate System, North Central Zone) along the northeast line of this tract and same for the first called 118.5585 and same for the 237.117 acre tract and along the southwest line of the 105.498 acre tract at approximately 2418.20 feet pass a south corner of the 105.498 acre tract and the west corner of a 2.094 acre tract of land conveyed to Douglas Grones, and Mary Grones, husband and wife, by Deed and recorded in Volume 1855, Page 1949, OPRECT, continuing along the southwest line of the 2.094 acre tract, at 2574.10 feet pass a 1/2" steel rod found for the south corner of the 2.094 acre tract and the west corner of a second called 1.876 acre tract of land conveyed to Paul A. Bellantone and Donna M. Bellantone by Deed recorded in Volume 1929, Page 1946, OPRECT, continuing along the southwest line of the second called 1.876 acre tract, in all, 2720.91 feet to a 1/2" steel rod found for the southwest corner of the second called 1.876 acre tract and being the northwest corner of the first called 1.876 acre tract;

THENCE N 82°23'14" E, 341.42 feet along the north line of the first called 1.876 acre tract and the south line of the second called 1.876 acre tract to a 1/2" steel rod set in the west line of F.M. 983 (a dedicated public right-of-way) for the northeast corner of this tract and same for the said first called 1.876 acre tract and being the southeast corner of the second called 1.876 acre tract;

THENCE along the east lines of this tract and same for the first called 1.876 acre tract and along the west line of F.M. 983 as follows: S 09°13'32" W, 394.89 feet to a 1/2" steel rod set for corner in the beginning of a curve oriented clockwise and whose radius point bears N 82°07'18" W; and 103.31 feet along the arc of said curve (Central Angle = 04°15'04"; Radius = 1392.39 feet; Long Chord = S 10°00'14" W, 103.28 feet) passing a 1/2" steel rod set for the south corner of the first called 1.876 acre tract and being the east corner of the called 118.5585 acre tract, continuing

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along another portion of the said curve oriented clockwise, 11.57 feet along the arc of said curve (Central Angle = $00^{\circ}28'34''$; Radius = 1392.39 feet; Long Chord = S $12^{\circ}22'05''$ W, 11.57 feet) to a 1/2" steel rod set for the southerly corner of this tract;

THENCE into the first said 118.5585 acre tract and same for the said 237.117 acre tract and along southwest, northwest, southwest, and south lines of this tract as follows: N $66^{\circ}41'00''$ W, 495.44 feet to a 1/2" steel rod set for corner; N $23^{\circ}19'00''$ E, 150.00 feet to a 1/2" steel rod set for corner; N $66^{\circ}41'00''$ W, 411.82 feet to a 1/2" steel rod set for corner; and S $75^{\circ}57'55''$ W, at 1048.42 feet pass a 1/2" steel rod set for witness corner, in all, 1148.42 feet to a point in Bear Creek and in a southwest line of the 118.5585 acre tract and 237.117 acre tract for the westerly south corner of this tract and being in the northeast line of a called 9.077 acre tract of land conveyed to James H. McGinty and Jeri A. McGinty, by Deed recorded in Volume 2288, Page 1516, OPRECT;

THENCE along the approximate centerline of Bear Creek and southwesterly lines of the first called 118.5585 acre tract and same for this tract and same for the 237.117 acre tract as follows: N $25^{\circ}02'03''$ W, 129.06 feet along the northeast line of the said 9.077 acre tract and N $52^{\circ}50'13''$ W, along said northeast line passing the north corner of the 9.077 acre tract and an east corner of a called 8.192 acre tract of land conveyed to E. Alan Bradley, et ux, Arlyle Bradley, by Deed and recorded in Volume 1456, Page 175, OPRECT, continuing along the northeast line of the 8.192 acre tract, passing the north corner of the 8.192 acre tract and the east corner of a called 7.597 acre tract of land conveyed to Rex A. Chastain and Tammie L. Chastain, by Deed and recorded in Volume 2071, Page 912, OPRECT, continuing along a northeast line of the 7.597 acre tract, in all, 399.13 feet to a point for corner; continuing along northeast lines of the 7.597 acre tract, S $87^{\circ}05'20''$ W, 199.31 feet to a point for corner; N $31^{\circ}16'11''$ W, 129.17 feet to a point for corner; N $23^{\circ}08'13''$ W, passing the north corner of the 7.597 acre tract and the east corner of a called 7.402 acre tract of land conveyed to Troy H. Barron and wife, Kathy D. Barron, by Deed and recorded in Volume 1833, Page 500, OPRECT, in all, 151.72 feet to a point for corner; N $59^{\circ}37'50''$ W, 160.50 feet and N $11^{\circ}53'57''$ W, along northeast lines of the 7.402 acre tract passing the north corner of the 7.402 acre tract and an east corner of a called 10.000 acre tract of land conveyed to John R. Roberts and Catherine A. Roberts, by Deed and recorded in Volume 2015, Page 905, OPRECT, continuing along a northeast line of the 10.000 acre tract, in all, 120.85 feet to a point for corner; continuing along easterly lines of the 10.000 acre tract, N $00^{\circ}51'26''$ W, 48.39 feet; S $47^{\circ}18'18''$ E, 178.33 feet; S $74^{\circ}34'06''$ E, 65.71 feet; N $10^{\circ}56'52''$ W, 235.43 feet; N $41^{\circ}44'57''$ W, passing the north corner of the 10.000 acre tract and the east corner of a called 12.270 acre tract of land conveyed to Steven D. Bakley by Deed and recorded in Volume 1859, Page 1721, OPRECT, continuing along a northeast line of the 12.270 acre tract, in all, 168.18 feet; continuing along northeast lines of the 12.270 acre tract; N $74^{\circ}14'07''$ W, 143.48 feet; N $17^{\circ}51'45''$ W, 99.26 feet; N $81^{\circ}11'54''$ W, 219.94 feet; N $64^{\circ}27'37''$ W, 155.20 feet; S $78^{\circ}26'14''$ W, 142.61 feet; and N $78^{\circ}27'21''$ W, passing the westerly north corner of the 12.270 acre tract and the east corner of a called 18.939 acre tract of land conveyed to Judith Ann Melby by Deed and recorded in Volume 2041, Page 1898, OPRECT, continuing along a northeast line of the 18.939 acre tract, in all, 237.21 feet; and N $19^{\circ}22'05''$ W, 113.58 feet continuing along a northeast line of the 18.939 acre tract to a point for the west corner of this tract and same for the first called 118.5585 acre tract and being the south corner of the second called 118.5585 acre tract;

THENCE N 60°02'50" E, along the northwest line of this tract and same for the first called 118.5585 acre tract and along the southeast line of the second called 118.5585 acre tract and through the original 237.117 acre tract at approximately 100.00 feet pass a 1/2" steel rod set for witness corner, continuing along said lines, in all, 2349.00 feet to the POINT OF BEGINNING and containing approximately 102.375 acres of land,

BEING a tract or parcel of land situated in Ellis County, Texas and being part of the John W. Baker Survey Abstract 35 and also being part of that 173.605 acre tract of land conveyed to Colonial Savings Association of America by Substitute Trustee's Deed recorded in Volume 768, Page 286, of the Deed Records of Ellis County, Texas, and being all that certain tract of land conveyed to Anglin & Associates - Tanner's Farm, by deed recorded in Volume 1023, Page 409, said Deed Records, and being more particularly described as follows:

BEGINNING at a nail with shiner set in asphalt from which a disturbed 1/2 inch iron rod found bears South 53 deg. 35 min. 52 sec. West, 4.92 feet for the northeast corner of said Anglin tract, same being in the south line of Bluff Springs Park Second Installment, an addition to Ellis County, by plat thereof recorded in Cabinet B, Page 149, said Deed Records, same being the most westerly northwest corner of Section Four Tanner's Farm, an addition to Ellis County, by plat recorded in Cabinet B, Page 496, said Deed Records, same being in the approximate centerline of Bluff Springs Road (a prescriptive right-of-way);

THENCE along the common line of said Anglin tract and the west line of said Section Four Tanner's Farm as follows:

South 48 deg. 54 min. 49 sec. East, a distance of 390.00 feet to a 1/2 inch iron rod set for an angle point;

North 41 deg. 05 min. 11 sec. East, a distance of 47.98 feet to a 1/2 inch iron rod found for an angle point;

South 29 deg. 31 min. 09 sec. East, a distance of 1620.84 feet to a 1/2 inch iron rod set for an angle point;

South 62 deg. 41 min. 11 sec. West, a distance of 5.48 feet to a 1/2 inch iron rod set for an angle point;

South 27 deg. 18 min. 49 sec. East, a distance of 310.00 feet to a 1/2 inch iron rod found for the southeast corner of said Anglin tract, same being the southwest corner of said Section Four Tanner's Farm, same being in the north line of that certain called 105.498 acre tract of land to James H. Toomey, etal, by deed recorded in Volume 1741, page 461, aforesaid Deed Records;

THENCE South 62 deg. 41 min. 11 sec. West, along the common line of said Anglin tract, and said Toomey tract, and generally along a wire fence, a distance of 897.18 feet to a 1/2 inch iron rod set for the southwest corner of said Anglin tract, same being the northwest corner of said Toomey tract, same being in the northeast line of that certain called 122.748 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2477, Page 0033, said Deed Records, a 1/2 inch iron rod found bears South 29 deg. 25 min. 24 sec. East, 132.63 feet;

THENCE North 29 sec. 25 min. 24 sec. West, along the common line of said Anglin tract, and said Walton Texas tract, and generally along a wire fence, a distance of 2176.02 feet to a nail with shiner set in asphalt from which a spike found bears North 63 deg. 28 min. 08 sec. East, 7.33 feet, said corner being the northwest corner of said Anglin tract, same being the northeast corner of said Walton Texas tract, same being in the south line of aforesaid Bluff Springs Park Second Installment, same being in the approximate centerline of aforesaid Bluff Springs Road;

THENCE North 62 deg. 33 min. 51 sec. East, along the common line of said Anglin tract, the south line of said Bluff Springs Park Second Installment, and said Bluff Springs Road, a distance of 481.71 feet to a nail with shiner set in asphalt for an angle point;

THENCE North 41 deg. 07 min. 11 sec. East, continuing along the common line of said Anglin tract, the south line of said Bluff Springs Park Second Installment, and said Bluff Springs Road, a distance of 269.36 feet to the POINT OF BEGINNING and containing 1,972,408 square feet or 45.280 acres of computed land, more or less, of which approximately 22,731 square feet or 0.522 acre lie within Bluff Springs Road, leaving a net area of 1,949,677 square feet or 44.758 acres of computed land, more or less.

Being a 104.980 acre tract of land situated in John W. Baker Survey, Abstract No. 35, Ellis County, Texas, and being a part of that certain called 111.344 acre tract of land conveyed in deed to James H. Toomey and wife, Virginia Toomey, as recorded in Volume 1722, Page 635, Deed Records, Ellis County, Texas, as corrected in Volume 1741, Page 461, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of said Toomey tract, same being the southwest corner of that certain called 450.296 acre tract of land to M.C. McCoy, by deed recorded in Volume 738, Page 255, said Deed Records, same being in the north right-of-way line of F.M. 983 (an 80' right-of-way), same being in a curve to the left having a radius of 421.97 feet, and a delta angle of 15 deg. 43 min. 44 sec.;

THENCE along the common line of said Toomey tract, and the north right-of-way line of said F.M. 983 as follows:

In a southwesterly direction, and along said curve to the left, an arc distance of 115.84 feet, and a chord bearing and distance of South 67 deg. 39 min. 41 sec. West, 115.48 feet to a 1/2 inch iron rod set with "PEISER SURVEYING" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for an angle point;

South 59 deg. 34 min. 16 sec. West, a distance of 664.28 feet to a 1/2 inch iron rod found with "RPLS 4466" cap found for the beginning of a curve to the left having a radius of 803.94 feet, and a delta angle of 27 deg. 26 min. 09 sec.;

In a southwesterly direction, and along said curve to the left, an arc distance of 384.96 feet, and a chord bearing and distance of South 45 deg. 41 min. 45 sec. West, 381.30 feet to a 1/2 inch iron rod set for the most southerly southeast corner of the herein described tract, same being the

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northeast corner of that certain called 2.094 acre tract of land to Douglas Grones and Mary Grones, by deed recorded in Volume 1855, Page 1949, aforesaid Deed Records;

THENCE South 73 deg. 52 min. 36 sec. West, along the north line of said Grones tract, and through the interior of the original Toomey parent tract, a distance of 450.64 feet to a 1/2 inch iron rod set for an angle point;

THENCE South 62 deg. 49 min. 06 sec. West, continuing along the north line of said Grones tract, and through the interior of the original Toomey parent tract, a distance of 214.82 feet to a 1/2 inch iron rod set for the most southerly southwest corner of the herein described tract, same being the northwest corner of said Grones tract, same being in the southwest line of said Toomey tract, same being in the northeast line of that certain called 101.375 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2477, Page 0075, aforesaid Deed Records;

THENCE North 29 deg. 31 min. 36 sec. West, along the common line of said Toomey tract, and said Walton Texas tract, passing at a distance of 2,418.20 feet a 1/2 inch iron rod found at the northeast corner of said Walton Texas tract, same being the southeast corner of that certain called 122.748 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2477, Page 0033, said Deed Records, and continuing along the common line of said Toomey tract, and said Walton Texas tract (Volume 2477, Page 0033), a total distance of 2,550.83 feet to a 1/2 inch iron rod found with "PEISER SURVEYING" cap for the northwest corner of said Toomey tract, same being the southwest corner of that certain called 44.758 acre tract of land to Walton Texas, LP, by deed recorded in Volume 2626, Page 0497, said Deed Records;

THENCE North 62 deg. 41 min. 11 sec. East, along the common line of said Toomey tract, and said Walton Texas tract (Volume 2626, Page 0497), a distance of 897.18 feet to a 1/2 inch iron rod found for an angle point in the north line of said Toomey tract, same being the southeast corner of said Walton Texas tract (Volume 2626, Page 0497), same being the southwest corner of Section Four Tanner's Farm, an addition to Ellis County, by plat recorded in Cabinet B, Page 496, said Deed Records;

THENCE North 62 deg. 46 min. 35 sec. East, along the common line of said Toomey tract, and said Section Four Tanner's Farm, a distance of 889.26 feet to a 1/2 inch iron rod found for the northeast corner of said Toomey tract, same being a northwest corner of Lot 29, Section One Tanner's Farm, an addition to Ellis County, by plat recorded in Cabinet B, Page 317, said Deed Records;

THENCE South 31 deg. 24 min. 22 sec. East, along the common line of said Toomey tract, and said Lot 29, a distance of 265.19 feet to a 3/8 inch iron rod found for an angle point in said Toomey tract, same being the southwest corner of said Lot 29, same being a northwest corner of aforesaid McCoy tract;

THENCE South 29 deg. 41 min. 54 sec. East, along the common line of said Toomey tract, and said McCoy tract, a distance of 2,235.40 feet to the POINT OF BEGINNING and containing 4,572,929 square feet or 104.980 acres of computed land, more or less.

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ALL THAT CERTAIN 450.298 ACRE LOT, TRACT OR PARCEL OF LAND SITUATED IN ELLIS COUNTY, TEXAS, AND BEING PART OF THE JOHN W. BAKER ABSTRACT 35, AND THE MASON PHELPS SURVEY ABSTRACT 824, AND BEING A CALLED 450.296 ACRE TRACT OF LAND IN DEED TO M.C. McCOY, AS RECORDED IN VOLUME 738, PAGE 255, DEED RECORDS, ELLIS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 1.000 ACRE TRACT OF LAND MORE FULLY DESCRIBED IN THAT SPECIAL WARRANTY DEED DATED AUGUST 2, 2007, EXECUTED BY MAC MCCOY TO JOSHUA J. KAHN, TRUSTEE, RECORDED IN VOLUME 2331, PAGE 1158, OFFICIAL RECORDS, ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD SET WITH "PEISER SURVEYING" RED PLASTIC CAP (HEREINAFTER REFERRED TO AS 1/2" IRS) AT THE INTERSECTION OF THE SOUTHERLY LINE OF FM 664 AND THE NORTHWEST CORNER OF SAID McCOY TRACT, SAME BEING IN THE NORTHEAST LINE OF SECTION ONE TANNER'S FARM, AN ADDITION TO ELLIS COUNTY, BY PLAT RECORDED IN CABINET B, PAGE 317, SAID DEED RECORDS;

THENCE NORTH 60° 01' 30" EAST ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 669.07 FEET TO A POINT FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS NORTH 38° 45' 54" WEST, 1.34 FEET FOR AN ANGLE POINT;

THENCE NORTH 59° 59' 52" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 498.99 FEET TO A WOOD HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT;

THENCE NORTH 59° 54' 42" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 451.23 FEET TO A 5/8 INCH IRON ROD FOUND FROM WHICH A HIGHWAY MONUMENT BEARS SOUTH 13° 51' 31" EAST, 0.92 FOOT FOR AN ANGLE POINT;

THENCE NORTH 60° 58' 38" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 1168.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN AN EASTERLY DIRECTION CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1849.86 FEET, A CENTRAL ANGLE OF 00°27' 27", AND AN ARC LENGTH OF 14.77 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID McCOY TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.00 ACRE TRACT OF LAND TO BRUCE D. MOORE, BY DEED RECORDED IN VOLUME 1843, PAGE 196, AFORESAID DEED RECORDS;

THENCE SOUTH 27° 48' 32" EAST ALONG THE EASTERLY LINE OF SAID McCOY TRACT, AND SAID MOORE TRACT, PASSING THE SOUTHWEST CORNER OF SAID MOORE TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN

CALLED 62.692 ACRE TRACT OF LAND TO FERRIS DEVELOPMENT, LTD., BY DEED RECORDED IN VOLUME 1941, PAGE 1354, SAID DEED RECORDS, AND CONTINUING ALONG THE EASTERLY LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A TOTAL DISTANCE OF 1351.14 FEET TO A 1/2" IRS;

THENCE SOUTH 61° 07' 30" WEST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 58.34 FEET TO A 1/2" IRS;

THENCE SOUTH 28° 30' 10" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 1,091.36 FEET TO A 1/2" IRS;

THENCE NORTH 60° 02' 45" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 682.53 FEET TO A 1/2 INCH IRON PIPE FOUND FOR AN ANGLE POINT;

THENCE SOUTH 89° 13' 30" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 876.81 FEET TO A POINT FROM WHICH A 5/8 INCH IRON ROD BEARS NORTH 87° 06' 01" WEST 6.29 FEET FOR CORNER IN THE CENTER LINE OF A CREEK, SAID CORNER BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID McCOY TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 73.14 ACRE TRACT OF LAND TO JEAN DAVIS (DEED RECORDING INFORMATION UNKNOWN);

THENCE IN A SOUTHERLY DIRECTION ALONG THE MEANDERS OF SAID CREEK THE FOLLOWING CALLS:

SOUTH 01° 11' 30" EAST A DISTANCE OF 224.29 FEET,
NORTH 85° 37' 35" WEST A DISTANCE OF 63.46 FEET,
SOUTH 01° 45' 30" WEST A DISTANCE OF 152.23 FEET,
SOUTH 44° 42' 10" EAST A DISTANCE OF 119.70 FEET,
SOUTH 37° 27' 10" WEST A DISTANCE OF 112.17 FEET,
SOUTH 46° 42' 30" EAST A DISTANCE OF 109.35 FEET,
SOUTH 22° 09' 50" WEST A DISTANCE OF 223.42 FEET,
SOUTH 87° 58' 35" EAST A DISTANCE OF 83.12 FEET,
SOUTH 07° 39' 30" WEST A DISTANCE OF 75.62 FEET,
SOUTH 49° 16' 16" EAST A DISTANCE OF 49.65 FEET,
SOUTH 06° 14' 42" WEST A DISTANCE OF 86.42 FEET,
SOUTH 31° 45' 13" EAST A DISTANCE OF 319.11 FEET,
SOUTH 52° 32' 53" EAST A DISTANCE OF 203.10 FEET,
SOUTH 01° 44' 09" WEST A DISTANCE OF 340.49 FEET,
SOUTH 25° 55' 56" EAST A DISTANCE OF 68.23 FEET,
SOUTH 09° 15' 19" EAST A DISTANCE OF 448.57 FEET TO A POINT FOR CORNER IN THE CENTER LINE OF ANOTHER CREEK;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE MEANDERS OF SAID CREEK THE FOLLOWING CALLS:

SOUTH 61° 28' 52" EAST A DISTANCE OF 378.70 FEET,
SOUTH 71° 43' 00" EAST A DISTANCE OF 390.11 FEET TO A POINT FOR CORNER IN THE NORTHERLY LINE OF FM 983;

THENCE SOUTH 39° 20' 10" WEST ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 78.20 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN A WESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 909.93 FEET, A CENTRAL ANGLE OF 21° 00' 00", AND AN ARC LENGTH OF 333.51 FEET TO A WOOD HIGHWAY MONUMENT FOUND FOR THE END OF SAID CURVE TO THE RIGHT;

THENCE SOUTH 59° 48' 09" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 121.22 FEET TO A 1/2" IRS FOR AN ANGLE POINT;

THENCE SOUTH 48° 53' 35" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 25.20 FEET TO A 1/2" IRS FOR AN ANGLE POINT;

THENCE SOUTH 60° 20' 10" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 650.50 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN A WESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1949.86 FEET, A CENTRAL ANGLE OF 02° 08' 21", AND AN ARC LENGTH OF 72.80 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER FOR THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 3.00 ACRE TRACT OF LAND TO DONNA SHAW, ETAL, BY DEED RECORDED IN VOLUME 969, PAGE 404, AFORESAID DEED RECORDS;

THENCE NORTH 15° 36' 15" WEST A DISTANCE OF 393.06 FEET TO A 1/2" IRS FOR THE SOUTHWEST CORNER OF THAT AFORESAID CALLED 1.00 ACRE TRACT OF LAND TO JOSHUA J. KAHN, BY DEED RECORDED IN VOLUME 2331, PAGE 1158, SAID DEED RECORDS;

THENCE NORTH 54° 41' 15" EAST A DISTANCE OF 217.80 FEET TO A 1/2" IRS FOR THE SOUTHEAST CORNER OF SAID KAHN TRACT;

THENCE NORTH 15° 36' 15" WEST A DISTANCE OF 200.00 FEET TO A 1/2" IRS FOR THE NORTHEAST CORNER OF SAID KAHN TRACT;

THENCE NORTH 36° 50' 45" EAST ALONG THE NORTHERLY LINE OF SAID McCOY TRACT, AND THE SOUTH LINE OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 604), PASSING THE SOUTHEAST CORNER OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 604), SAME BEING THE SOUTHWEST CORNER OF AFORESAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317), CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317), A TOTAL DISTANCE OF 1706.33 FEET TO A 3/8 INCH IRON ROD FOUND FOR AN INTERNAL CORNER OF SAID McCOY TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317);

THENCE ALONG THE CALCULATED NORTHEAST LINE OF SAID SECTION ONE TANNER'S FARM (CABINET B, SLIDE 317), AND THROUGH THE INTERIOR OF SAID McCOY TRACT AS FOLLOWS:

NORTH 37° 21' 24" WEST, PASSING AT A DISTANCE OF 459.05 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING A TOTAL DISTANCE OF 475.37 FEET TO 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

NORTH 55° 02' 08" WEST, A DISTANCE OF 604.44 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

SOUTH 55° 11' 10" WEST, A DISTANCE OF 83.55 FEET TO A 1/2 INCH IRON ROD FOUND WITH "4688" CAP FOR AN ANGLE POINT;

NORTH 50° 54' 46" WEST, PASSING AT A DISTANCE OF 289.07 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING AND PASSING AT A DISTANCE OF 242.82 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING A TOTAL DISTANCE OF 591.08 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

NORTH 38° 49' 04" WEST, A DISTANCE OF 195.25 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT;

NORTH 54° 48' 31" WEST, A DISTANCE OF 630.87 FEET TO THE PLACE OF BEGINNING AND CONTAINING 19,615,008 SQUARE FEET OR 450.298 ACRES OF COMPUTED LAND, MORE OR LESS, OF WHICH, APPROXIMATELY 77.7 ACRES LIE WITHIN THE DIGITALLY SCALED FEMA FLOODPLAIN.

Being a 68.673 acre tract of land situated in Mason Phelps Survey, Abstract No. 824, Ellis County, and being a part of that certain tract of land conveyed in deed to Willie L. Davis, as recorded in Volume 545, Page 1069, Deed Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with "PEISER SURVEYING" red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for the most northerly northeast corner of the herein described tract, same being in the north line of said Davis tract, same being in the south line of

Shaw Creek Ranch Phase 1A, an addition to Ellis County, according to the plat thereof recorded in Cabinet G, Page 294, said Deed Records, same being North 89 deg. 12 min. 59 sec. West, a distance of 414.31 feet from a 5/8 inch iron rod found at the southeast corner of Block 3 of said Shaw Creek Ranch Phase 1A at its intersection with the northwest right-of-way line of F.M. 983 (an 80' public right-of-way);

THENCE South 08 deg. 17 min. 16 sec. East, through the interior of said Davis tract, a distance of 374.26 feet to a 1/2 inch iron rod set for an internal corner of the herein described tract;

THENCE South 87 deg. 55 min. 31 sec. East, continuing through the interior of said Davis tract, a distance of 158.19 feet to a 1/2 inch iron rod set in the west right-of-way line of said F.M. 983;

THENCE along the common line of said Davis tract, and the west right-of-way line of said F.M. 983 as follows:

South 02 deg. 04 min. 29 sec. West, a distance of 442.20 feet to a wood highway monument found for an angle point;

South 03 deg. 10 min. 45 sec. West, a distance of 68.42 feet to a 1/2 inch iron rod set for the northeast corner of that certain called 1.487 acre tract of land to Leonardo Figueroa, Jr. and Liliana Moya, by deed recorded in Volume 2251, Page 2416, aforesaid Deed Records;

THENCE along the common line of said Davis tract, and said Figueroa and Moya tract as follows:

North 83 deg. 56 min. 47 sec. West, a distance of 273.30 feet to a 1/2 inch iron rod set for the northwest corner of said Figueroa and Moya tract;

South 03 deg. 31 min. 37 sec. East, a distance of 254.66 feet to a fence corner for the southwest corner of said Figueroa and Moya tract;

South 84 deg. 19 min. 13 sec. East, a distance of 243.45 feet to a 1/2 inch iron rod set for the southeast corner of said Figueroa and Moya tract, same being in the east line of said Davis tract, same being in the west right-of-way line of aforesaid F.M. 983;

THENCE along the common line of said Davis tract, and the west right-of-way line of said F.M. 983 as follows:

South 03 deg. 10 min. 45 sec. West, a distance of 570.25 feet to a wood highway monument found for an angle point, said point being the beginning of a curve to right having a radius of 1166.00 feet and a delta angle of 24 deg. 30 min. 36 sec.;

Along said curve to the right, an arc distance of 498.79 feet and a chord bearing and distance of South 08 deg. 02 min. 48 sec. West, 495.00 feet to a wood highway monument found for angle point;

South 33 deg. 28 min. 05 sec. West, a distance of 422.94 feet to an angle point for the approximate centerline of Long Branch Creek, same being the most southerly southeast corner of that certain called 450.29 acre tract of land to M.C. McCoy, by deed recorded in Volume 738, Page 255, said Deed Records;;

THENCE along the meanders of said Long Branch Creek, and along the common line of said Davis tract, and said McCoy tract as follows:

North 71 deg. 43 min. 00 sec. West, a distance of 390.11 feet to an angle point;
North 61 deg. 28 min. 52 sec. West, a distance of 378.70 feet to an angle point;
North 09 deg. 15 min. 19 sec. West, a distance of 448.57 feet to an angle point;
North 25 deg. 55 min. 56 sec. West, a distance of 68.23 feet to an angle point;
North 01 deg. 44 min. 09 sec. East, a distance of 340.49 feet to an angle point;
North 52 deg. 32 min. 53 sec. West, a distance of 203.10 feet to an angle point;
North 31 deg. 45 min. 13 sec. West, a distance of 319.11 feet to an angle point;
North 06 deg. 14 min. 42 sec. East, a distance of 86.42 feet to an angle point;
North 49 deg. 16 min. 16 sec. West, a distance of 49.65 feet to an angle point;
North 07 deg. 39 min. 30 sec. East, a distance of 75.62 feet to an angle point;
North 87 deg. 58 min. 35 sec. West, a distance of 83.12 feet to an angle point;
North 22 deg. 09 min. 50 sec. East, a distance of 223.42 feet to an angle point;
North 46 deg. 42 min. 30 sec. West, a distance 109.35 feet to an angle point;
North 37 deg. 27 min. 10 sec. East, a distance of 112.17 feet to an angle point;
North 44 deg. 42 min. 10 sec. West, a distance of 119.70 feet to an angle point;
North 01 deg. 45 min. 30 sec. East, a distance of 152.23 feet to an angle point;
South 85 deg. 37 min. 35 sec. East, a distance of 63.46 feet to an angle point;
North 01 deg. 11 min 30 sec. West, a distance of 224.29 feet to a point from which a 5/8 inch iron rod found bears North 87 deg. 06 min. 01 sec. West, 6.29 feet for the northwest corner of said Davis tract, same being a northeast corner of said McCoy tract, same being in the south line of Shaw Creek Ranch Phase 1B, an addition to Ellis County, according to the plat thereof recorded in Cabinet H, Page 427, said Deed Records;

THENCE South 89 deg. 12 min. 59 sec. East, along the common line of said Davis tract, and the south line of said Shaw Creek Ranch Phase 1B, passing the southeast corner of said Shaw Creek Ranch Phase 1B, same being the southwest corner of aforesaid Shaw Creek Ranch Phase 1A, and continuing along the common line of said Davis tract, and the south line of said Shaw Creek Ranch Phase 1A, a total distance of 1329.13 feet to the POINT OF BEGINNING and containing 2,991,408 square feet or 68.673 acres of computed land, more or less, of which approximately 9.980 acres lie within the digitally scaled FEMA Floodplain.

EXHIBIT B
DEPICTION OF THE PROPERTY

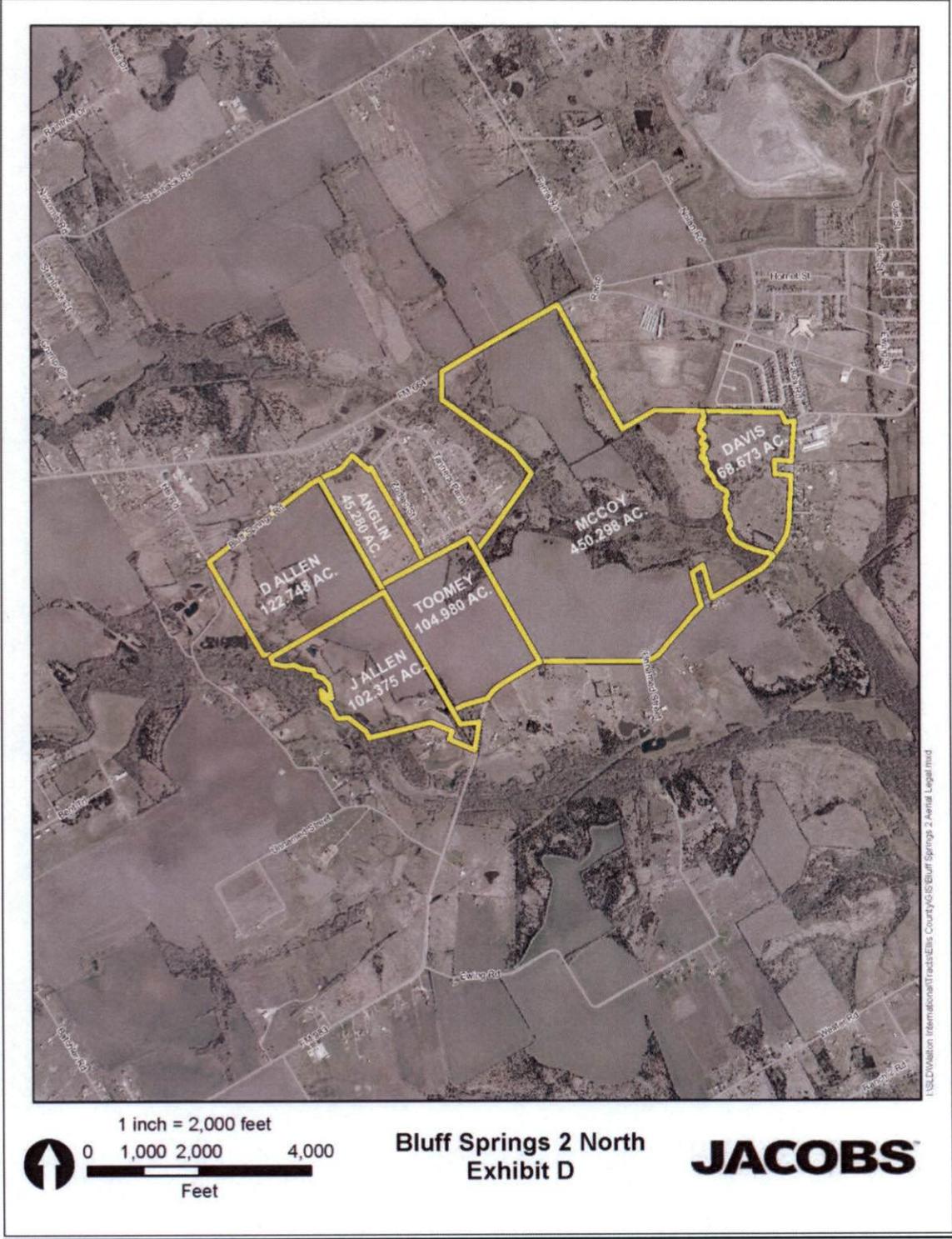
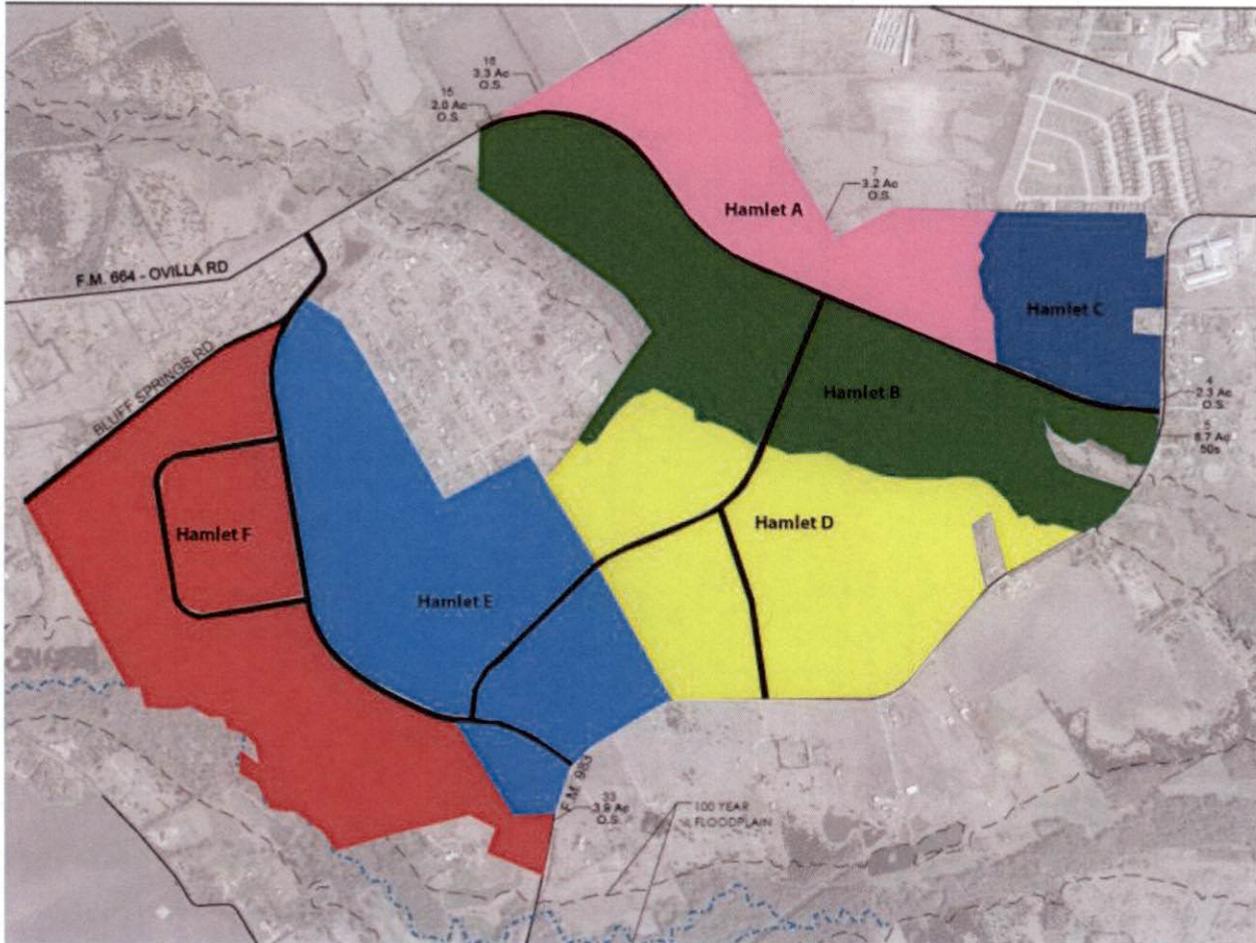


EXHIBIT C
CONCEPT PLAN



See the permitted use chart in Table 1 of Exhibit E for the land uses permitted in each hamlet shown on the Concept Plan.

EXHIBIT D

SPECIAL REGULATIONS

1. Compliance with any ordinances, regulations, plans, studies, or other supplemental documents referenced in the text of the Subdivision Regulations but not incorporated into the Subdivision Regulations, such as the Fort Worth Traffic Engineering Design Standards and the comprehensive land use plan, shall not be the basis for denial of any plat or other permit.
2. All or any portion of the Property may be included in any preliminary or final plat.
3. Pursuant to Section 212.004 of the Texas Local Government Code, a subdivision of land does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated, and no plat approval is required in such instances.
4. Notwithstanding anything to the contrary in the Subdivision Regulations, an approved preliminary or final plat, approved construction plans, and all other approved "permits" shall expire only in accordance with this Section 4, as follows: (a) two years from the date of approval if no progress has been made towards the completion of the "project"; and (b) five years from the date of approval of the date the first "permit" application was filed for the "project" if no progress has been made towards completion of the "project." Progress towards completion of the "project" shall include any one of the following:
 - a. an application for a final plat or plan is submitted to the City;
 - b. a good-faith attempt is made to file with a "regulatory agency" an application for a "permit" necessary to begin or continue towards completion of the "project";
 - c. costs have been incurred for developing the "project" including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve, in whole or in part, the "project" (but exclusive of land acquisition) in the aggregate amount of five percent of the most recent appraised market value of the real property on which the "project" is located;
 - d. fiscal security is posted with a "regulatory agency" to ensure performance of an obligation required by the "regulatory agency"; or
 - e. utility connection fees or impact fees for the project have been paid to a "regulatory agency."

All terms in quotation marks in this Section 4 shall be defined as stated in Chapter 245.001 of the Texas Local Government Code. The intent of this Section 4 is to make all "permit"

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expirations under the Subdivision Regulations consistent with the expiration provisions in Chapter 245 of the Texas Local Government Code.

5. A final plat for all or a portion of the Property shown on an approved preliminary plat may be submitted at any time prior to the expiration of the preliminary plat.
6. For purposes of applying the subjective "adequacy" requirements of the Subdivision Regulations, land shown on a plat application shall be deemed to be adequately served by water, wastewater, and drainage infrastructure if the improvements necessary and directly attributable to the development of such property are shown on the plat and are in conformity with the Governing Regulations (excluding the subjective "adequacy" requirements under the Subdivision Regulations, which are determined under this Section 6), as initially determined by the City's engineer, whose determination shall be made and provided to the applicant in writing prior to scheduling a plat for consideration at a public meeting. If the applicant disagrees with that determination and signs a waiver of the 30-day deadline for consideration of a plat application, the City shall hire a third party professional engineer licensed by the State of Texas and approved by both the applicant and the City to make the determination, which determination shall be a final administrative decision. The determination of the third party engineer shall be made within 45 days after the date the third party engineer is retained by the City. The applicant shall be required to fund the cost to retain the third party engineer.
7. Except as provided on an updated Concept Plan required by Section 2.2(a) of this Agreement, all development schedules and phasing plans are informational only.
8. Lot size, building setbacks, density, and building area or size are governed exclusively by the Development Regulations attached as Exhibit E to this Agreement. Section 10.204 of the Subdivision Regulations shall not apply.
9. Water meters shall be installed by the retail water provider.
10. Section 10.202, Table 2 of the Subdivision Regulations (Minimum Distances from Intersection of R.O.W. Lines) shall be modified to include the diagram defining the approaching intersection and leaving intersection distance measurement as from centerline, as shown in Illustration 1 below.
11. All references to street construction for thoroughfares will be per the applicable traffic impact analysis submitted pursuant to Section 5.4 of this Agreement. The traffic impact analysis shall determine when turning lanes are required, and the following sections of the Subdivision Regulations shall not apply: Section 10.202(j) Turning Lanes and Section 10.212(b) Traffic Control Devices.

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12. Section 10.203(c) of the Subdivision Regulations shall be restated as follows: "Blocks in single-family and two family zoned developments shall not exceed a maximum distance of 2,400 feet, and there shall be no maximum number of platted lots on a single block. When conditions prevent the installation of streets to address block lengths, a fire control easement of 40 feet may be allowed to define the appropriate block length. One fire control easement may be used per block. No structures may be allowed within such easement."
13. The submittal of each preliminary plat shall be accompanied by a schedule showing, for that preliminary plat and on a cumulative basis for all preliminary plats of the Property submitted to date, the number of lots to be developed in conformance with the SF-60, SF-50, SF-40, SF-30, and TH standards and the number of multi-family dwelling units constructed on the Property to date.

Illustration 1 - Minimum Distances from Intersection of R.O.W. Lines

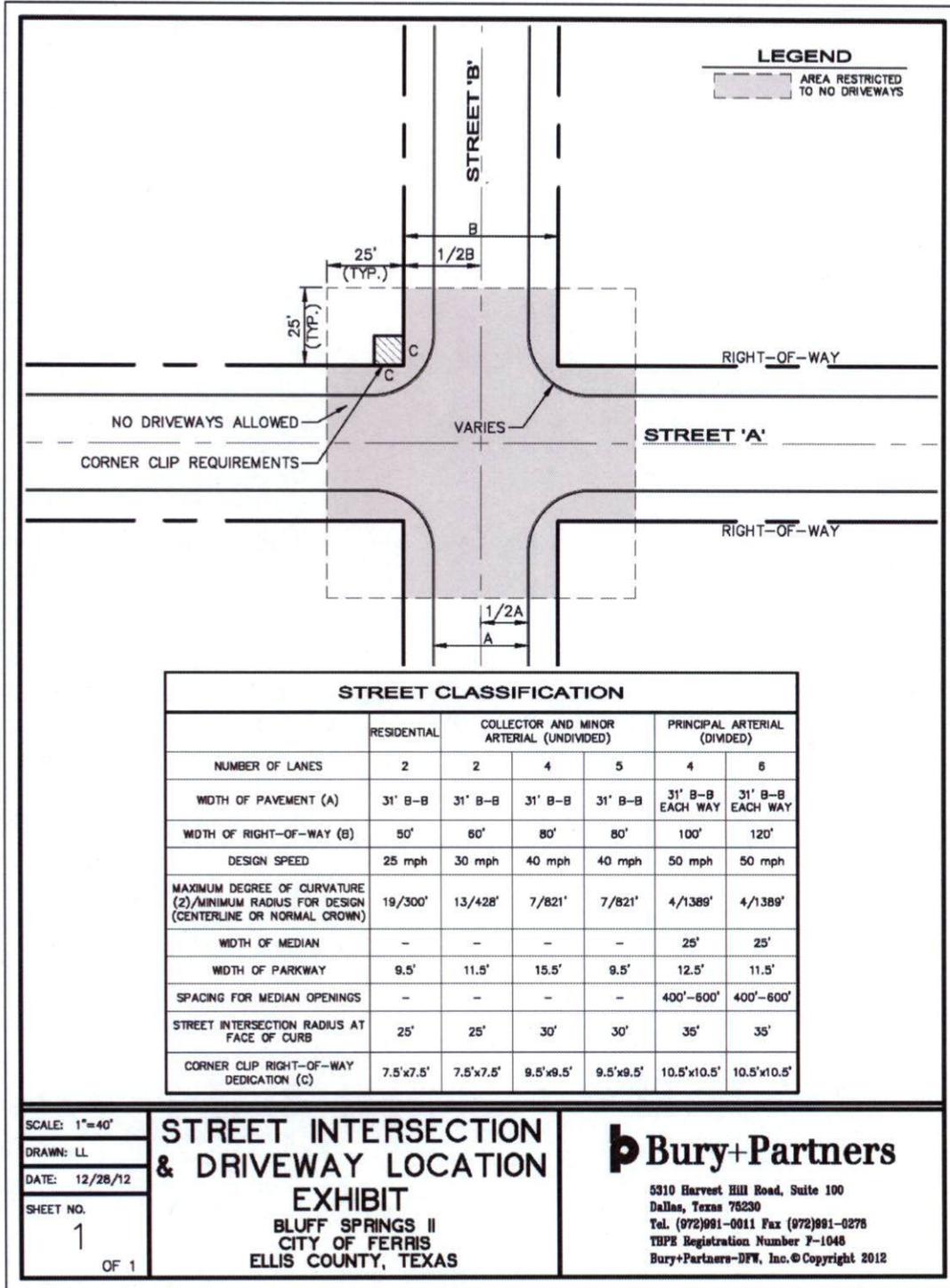


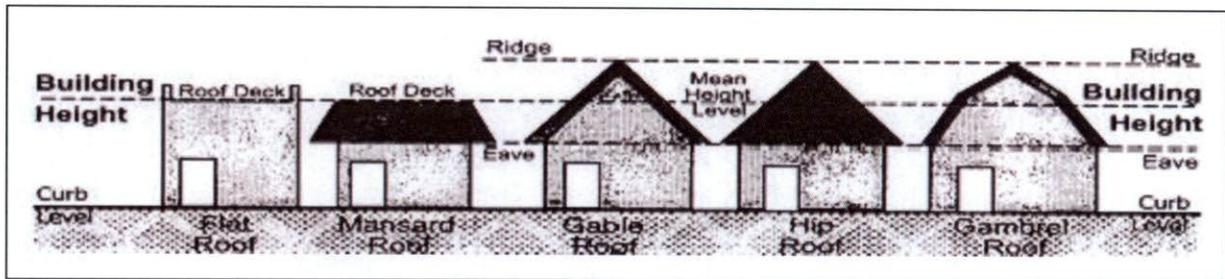
EXHIBIT E

DEVELOPMENT REGULATIONS

ARTICLE 1 – DEFINITIONS

Section 1: General Definitions

Building Height - The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to a point midway between elevation of the eaves and elevation of the ridges, for gable, hip, and gambrel roofs. See image below for example.



Living Area - The floor area of the enclosed parts of a dwelling unit, exclusive of garages, measured by the exterior dimensions.

Lot Area - The entire area within a platted lot.

Lot Coverage - The percentage of the total area of a lot occupied by the base (first story or floor) of buildings located on the lot, not including any roof overhangs.

Lot Depth - The average depth from the front line of the lot to the rear line of the lot.

Lot, Double Frontage - A lot, other than a corner lot, which is contiguous to two (2) streets, and which, therefore, has two (2) front yards (same as a through lot).

Lot, Interior - A lot other than a corner lot.

Lot Line - A boundary of a building lot.

Lot Width - The horizontal distance between the side lot lines of a lot, measured at right angles to the depth at the front building line.

Masonry and Glass Pane – Brick, stone, lath, stucco, concrete block, concrete tilt wall or other such masonry products approved for exterior use, as well as EIFS.

Open Space- Open Space is that land area that is relatively free of man-made structures, where water bodies, land forms, and/or vegetation predominate. Recreational facilities and improvements, such as swimming pools, trails, plazas, gazebos and other useable outdoor recreational areas are included in this definition.

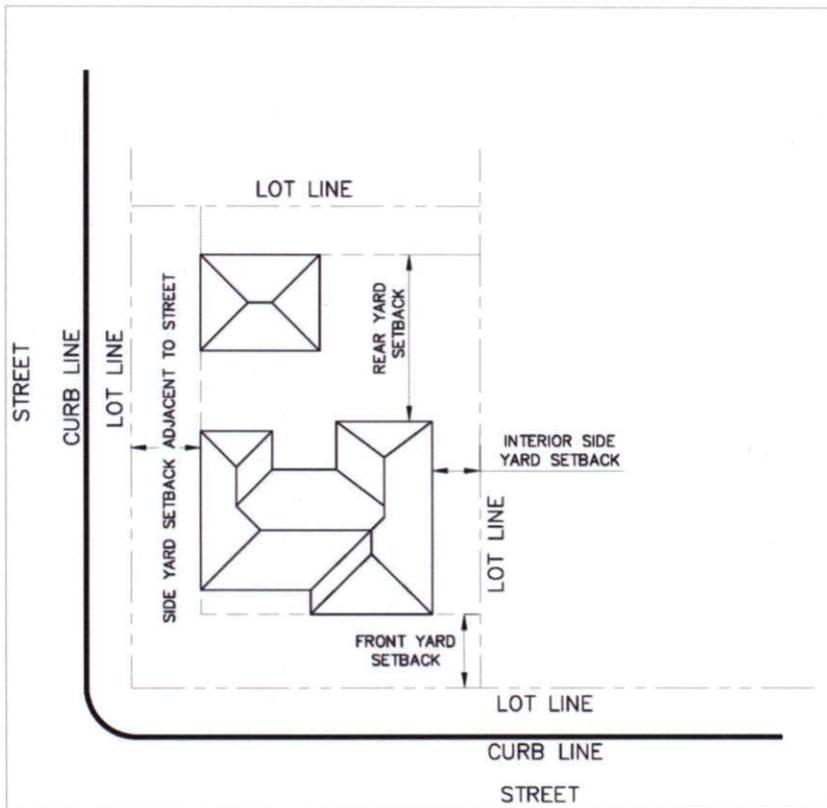
Story - That portion of a building included between the surface of a floor and the surface of a floor next above it, or if there is no floor above it, then the portion of the building between the surface of a floor and the ceiling or roof above it. A basement is not a story.

Yard - The portion of a building lot that lies essentially between the exterior wall surfaces of the principal building and the lot boundary lines.

Yard, Front - A yard extending across the full width of a lot and having a depth equal to the shortest distance between the front line of the lot and the nearest portion of the main building, including an enclosed or covered porch, provided that the front yard depth shall be measured from the future street line for a street on which a lot fronts, when such line is shown on the official map or is otherwise established. See image below for example.

Yard, Side - A yard between the side line of the lot and the main building extending from the front yard to the rear yard and having a width equal to the shortest distance between said side line and the main building. See image above for example.

Yard, Rear - A yard extending across the full width of a lot and having a depth equal to the shortest distance between the rear line of the lot and the main building. See image below for example.



Section 2: Definitions for Uses

Dwelling, Single-Family Attached - An attached residential building, not including a mobile home or a HUD-Code Manufactured Home, which contains not more than one (1) dwelling unit per lot of record. This term also includes a duplex that contains not more than two dwelling units per lot of record.

Dwelling, Single-Family Detached - A detached residential structure, not including a mobile home or a HUD-Code Manufactured Home, which contains not more than one (1) dwelling unit per lot of record.

Multi-Family - A building designed with three or more dwelling units, each designed for and used by a single family, on a single platted lot.

Personal Service Shops - An establishment, other than that which is specifically listed in the use table, that provides a selective service relative to the personal care its customers, such as barber shop, shoe shine shop, therapeutic massage, hearing aid shop, etc.

Retail Other Than Listed - any retail use not specifically listed herein, excluding pawn shops and sexually oriented businesses.

ARTICLE 2 – PERMITTED USES

Section 1: Permitted Use Table

- a. Uses are permitted in accordance with Table 1 below. Uses indicated with a "P" are permitted by right. Uses indicated with an "S" require City Council approval. Uses that are not indicated by a "P" or an "S" are prohibited. Accessory uses and essential services are permitted by right at all locations, subject to any limitations found these Development Regulations. The tracts identified in Table 1 correspond to the areas shown on the Concept Plan.
- b. Temporary uses identified in Table 1 are permitted during construction and development. With the exception of model homes, structures housing authorized temporary uses are not required to comply with these Development Regulations.

Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
NON-RESIDENTIAL USES						
Ambulance Stations	S	S	S			
Amusement Center	P	P	P			
Amusement Center, Teen Club	P	P	P			

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Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Amusement, Commercial (Indoors)	P	P	P			
Amusement, Commercial (Outdoors)	P	P	P			
Amusement Park	P	P	P			
Animal Grooming Shop	P	P	P			
Antique Shop	P	P	P			
Appliance Sales and Repair, Household	P	P	P			
Art Gallery or Museum	P	P	P			
Art Supply Store	P	P	P			
Assembly Hall, Auditorium, Gymnasium	P	P	P			
Assisted Living Facility	P	P				
Athletic Field and Play Field	P	P	P	P	P	P
Auction House	P	P	P			
Auto Car Wash	P	P	P			
Auto Paint & Body Shop	P	P	S			
Auto Parts and Accessory Sales	P	P	P			
Auto Service Station/Light Maintenance	P	P	P			
Bakery & Confectionary, Preparation and Retail Sales	P	P	P			

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Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Bank, Savings and Loan, Financial Institutions	P	P	P			
Bar or Tavern	P	P	P			
Beauty, Barber, or Other Personal Service Shop	P	P	P			
Bed and Breakfast	P	P	P			
Bowling Alley	P	P	P			
Bus, Train and Taxi Station or Terminal	S	S	S			
Cabinet and Upholstery Shop	P	P	P			
Carpet and Rug Cleaning	P	P	P			
Catering Establishment	P	P	P			
Ceramic Products	P	P	P			
Ceramic Products with Kiln	P	P	P			
Clinic, Medical	P	P	P			
Collectibles Shop	P	P	P			
Community Center	P	P	P			
Contractor's Business (no outside storage)	P	P	P			
Convenience Store	P	P	P			
Convent or Monastery	P	P	P			
Copy Shop	P	P	P			
Day Care Center, Adult	P	P	P			

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Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Day Care Center, Child	P	P	P	P	P	P
Day Care in the Home	P	P	P	P	P	P
Department Store	P	P	P			
Domestic Goods, Rental Yard	S	S	S			
Electric Transmission Lines	P	P	P	P	P	P
Factory Outlet Retail or Wholesale Store	P	P	P			
Floor Covering Shop	P	P	P			
Florist Shop/Gift Shop	P	P	P			
Fraternal, Philanthropic Club, Lodge, and Charitable Uses	P	P	P			
Funeral Home/Mortuary or Crematorium	S	S	S	S	S	S
Furniture or Appliance Store	P	P	P			
Furniture Refinishing	P	P	P			
Furrier Shop	P	P	P			
Golf Club, Private	P	P	P	P	P	P
Golf Course, Driving Range	P	P	P	P	P	P
Golf Course, Miniature	P	P	P	P	P	P
Golf Course, Public	P	P	P	P	P	P
Greenhouse or Plant Nursery	P	P	P			

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Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Health Service Facility (out patient)	P	P	P			
Heliport	S	S	S			
Helistop	S	S	S			
Hospital	P	P	P			
Hotel	P	P	P			
Interior Decorating Shop	P	P	P			
Kennel	P	P	P			
Laboratory, Medical or Dental	P	P	P			
Laundry, Dry Cleaning Pick Up & Receiving Station	P	P	P			
Leather and Luggage Store	P	P	P			
Library	P	P	P	P	P	P
Locksmith Shop	P	P	P			
Machine Shop	P	P	P			
Manufacturing or Assembly Facility (light)	S	S	S			
Market, Meat	P	P	P			
Medical Care Facility, Nursing & Care Home	P	P	P			
Medical Equipment Sales, Rental & Leasing	P	P	P			
Medical, Dental and Optical Sales	P	P	P			

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Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Museum, Fine Arts Center or Art Gallery	P	P	P			
Music Store	P	P	P			
Nightclub or Dance Hall	P	P	P			
Office Machine Sales and Service	P	P	P			
Office Supply Store	P	P	P			
Office, Real Estate Development Tract or Field Office	P	P	P	P	P	P
Offices, Professional	P	P	P			
Optical Sales and Service	P	P	P			
Package Liquor Store	P	P	P			
Paint and Wallpaper Store	P	P	P			
Park	P	P	P	P	P	P
Parking Garage	P	P	P			
Parking Lot (commercial)	P	P	P			
Pet Shop	P	P	P			
Pharmacy or Drugstores	P	P	P			
Photographic Equipment Sales and Service	P	P	P			
Picture Framing Shop	P	P	P			
Pool or Billiard Hall	P	P	P			
Print Shop, Copy Shop, Lithography	P	P	P			

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Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Private Club	P	P	P			
Public Administration Buildings	P	P	P	P	P	P
Public Safety, Fire, and Police	P	P	P	P	P	P
Religious Institutions	P	P	P	P	P	P
Restaurant	P	P	P			
Restaurant with Alcohol	P	P	P			
Restaurant, Drive-in/Drive-through	P	P	P			
Restaurant, Refreshment Stand (Temporary or Seasonal)	S	S	S	S	S	S
Retail Other Than Listed	P	P	P			
Sanitarium	S	S	S	S	S	S
School, Business College	P	P	P	S	S	S
School, College or University	P	P	P	S	S	S
School, Commercial Instruction	P	P	P	S	S	S
School, Home	S	S	P	P	P	P
School, Home Day	P	P	P	S	S	S
School, Institution, Rehabilitation, and Training Center (private)	P	P	P	S	S	S
School, Nursery	P	P	P	P	P	P
School, Primary or	P	P	P	P	P	P

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Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Elementary						
Skating Rink	P	P	P			
Spray Painting and Paint Mixing	P	P	P			
Stable, Commercial	P	P	P	S	S	S
Stable, Private	P	P	P	P	P	P
Stadium, Arena, Amphitheaters	P	P	P			
Stone Monument Sales	P	P	P			
Studio	P	P	P			
Swimming Pool (commercial)	P	P	P	P	P	P
Tailor/Seamstress or Alteration Shop	P	P	P			
Tattoo Establishment, Cosmetic	P	P	P			
Television, Radio, Microwave, Telecommunications Towers or Facilities (subject to additional restrictions of the Zoning Ordinance)	P	P	P	P	P	P
Terminal, Passenger	S	S	S			
Theater, Indoor Motion Picture	P	P	P			
Ticket Agency	P	P	P			
Tobacco Shop	P	P	P			

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Use	Hamlet A	Hamlet B	Hamlet C	Hamlet D	Hamlet E	Hamlet F
Veterinarian Hospital (without outside pens)	P	P	P			
Video and Video Game Rental Store	P	P	P			
Warehousing and Freight Office and Storage	S	S	S			
Watch and Jewelry Repair	P	P	P			
Window Covering Store	P	P	P			
RESIDENTIAL USES						
Amenity centers/clubhouses	P	P	P	P	P	P
Multi-Family	P	P			P	
Single Family Attached	P	P	P	P	P	P
Single Family Detached			P	P	P	P
TEMPORARY USES						
Concrete or asphalt batch plant (temporary)	P	P	P	P	P	P
Field or construction offices and building material storage areas (temporary)	P	P	P	P	P	P
Model home (temporary)	P	P	P	P	P	P
Outdoor Holiday Sales (e.g., Christmas trees, pumpkins, etc.) (temporary)	P	P	P			
Sales/marketing offices during construction (temporary)	P	P	P	P	P	P

ARTICLE 3 – REGULATIONS BASED ON USE

DIVISION 1: SINGLE FAMILY RESIDENTIAL

Section 1: Use Regulations. See Article 2 and Table 1 above.

Section 2: Density, Area, Yard, and Height Regulations. Table 2 and the notes accompanying Table 2 contain the exclusive density, area, yard, dwelling unit area, building height, and roof pitch requirements applicable to single family detached and single family attached development within the Property.

Table 2					
Minimum Single Family Residential Requirements					
	SF-60	SF-50²	SF-40^{2,5}	SF-30	TH⁵
	Single Family Detached		Single Family Attached (Townhouse)		
Minimum lot size (SF)	6,900	5,500	4,000	3,300	2,250
Minimum lot width (feet)	60	50	40	30	25
Minimum lot depth (feet)	115	110	100	110	90
Maximum lot coverage (%)	55	60	60	70	70
Minimum dwelling unit area (SF)	1900	1650	1650	1650	1650
Minimum front yard setback (feet)	20 ¹	20 ¹	15	10	10
Minimum rear yard setback (feet)	10	10	4 ⁴	4 ⁴	4
Minimum side yard setback (interior side) (feet)	5	5	10/0 or 5	10/0 or 5	0
Minimum side yard setback (corner side) (feet)	10	10	10	10	5
Maximum building height (feet)	35	35	35	35	45
Maximum number of stories	2	2	2	2	3

Notes Accompanying Table 2:

1. Front setbacks may be reduced to 15 feet if a garage is a swing-in garage or the garage door face is setback at least 30 feet from the front property line.
2. The minimum lot depth excludes the width of an alley or private drive easement.
3. The rear setback is from the edge of an alley to the face of a garage based on a minimum alley width of 20 feet.
4. Units may be developed with a zero lot line configuration or symmetrical minimum side yards.

5. May be allowed as clusters of units on public streets with lots that interlock accessed by private drives. Setbacks vary by lot and by architecture, with a minimum of zero feet, but with no less than six feet separating buildings.
6. There shall be only one front yard setback required on any single family lot. The front yard, side yard, and rear yard setbacks may be designated on a plat at the option of the applicant.

Section 3: Off-Street Parking Regulations. Off-street parking shall be provided in accordance with the requirements for single family set forth in the Zoning Ordinance.

Section 4: Exterior Construction. All attached and detached single family homes shall have a minimum of 75 percent of exterior wall area, excluding windows and doors, constructed of Masonry and Glass Pane, unless the wall surface faces a public street (front or side), in which case the minimum percentage shall be increased to 100 percent. This requirement shall be the exclusive requirement for exterior construction and design standards.

Section 5: Site Plans. There shall be no requirement for site plan approval or any other discretionary approval not expressly required by this Agreement; however, a plot plan showing the proposed building improvements shall be submitted with each building permit application for the sole purpose of allowing the Building Official or his or her designee to administratively determine compliance with the applicable provisions of the Zoning Ordinance and this Exhibit E as part of the building permit review and approval process.

Section 6: Miscellaneous.

No more than 1,000 single family attached homes are permitted on the Property. After the first 150 single family attached homes are constructed, there shall be at least 250 single family detached homes constructed on the Property for every 150 single family attached homes permitted on the Property.

After the first 200 SF-50 single family detached homes are constructed, there shall be at least 40 SF-60 single family detached homes constructed on the Property for every 200 SF-50 single family detached homes permitted on the Property.

DIVISION 2: MULTI-FAMILY

Section 1: Use Regulations. See Article 2 and Table 1 above.

Section 2: Density, Area, Yard, & Height Regulations. Table 3 contains the exclusive density, area, yard, and building height regulations applicable to single family detached and single family attached development within the Property.

Table 3	
Multi-Family Residential Requirements	
Maximum density	24 dwelling units per acre
Minimum lot size (SF)	N/A
Minimum lot width (feet)	60
Minimum lot depth (feet)	100
Maximum lot coverage	N/A
Minimum front yard setback (feet)	10
Minimum rear yard setback (feet)	10
Minimum side yard setback (feet)	5 on an interior side yard; 15 on a corner side yard
Maximum building height (feet)	60
Maximum number of stories	3

Section 3. Minimum Dwelling Size. The minimum living area for dwelling units shall be as follows: (a) for an efficiency unit, 400 square feet; (b) for a one bedroom unit, 600 square feet; and (c) for a unit with two or more bedrooms, 750 square feet.

Section 4: Usable Open Space. Multi-family uses shall incorporate open space in accordance with this section. Open space may be provided on the same platted lot or within 600 feet of the platted lot containing the multi-family use. One-bedroom apartment units shall provide a minimum of five hundred (500) square feet of usable open space per unit. For each additional bedroom over one (1), an additional three hundred (300) square feet shall be provided. Open space required by Article 4, Division 2 of these Development Regulations may be used to satisfy the open space requirements of this section provided it meets the distance requirement of this section.

Section 5: Off-Street Parking Regulations. For multi-family, one off-street parking space shall be required per bedroom, with a maximum of two spaces per dwelling unit required, and no garage parking shall be required. A minimum of 20 percent of all required off-street parking spaces shall be covered parking spaces.

Section 6: Exterior Construction. All multi-family structures shall have a minimum of 75 percent of exterior wall area, excluding windows and doors, constructed of Masonry and Glass Pane, unless the wall surface faces a public street (front or side), in which case the minimum percentage shall be increased to 100 percent. This requirement shall be the exclusive requirement for exterior construction and design standards.

Section 7: Unit Restrictions. No more than 600 multi-family dwelling units are permitted on the Property. No more than two multi-family projects are permitted on the Property, excluding mixed use projects that have a multi-family component. Each multi-family project (other than a mixed use project) shall have a minimum of 250 dwelling units.

Section 8: Site Plans. There shall be no requirement for site plan approval or any other discretionary approval not expressly required by this Agreement; however, a site plan showing the proposed building improvements shall be submitted with each building permit application for the sole purpose of allowing the Building Official or his or her designee to administratively determine compliance with the applicable provisions of the Zoning Ordinance and this Exhibit E as part of the building permit review and approval process.

DIVISION 3: MAXIMUM NUMBER OF DWELLING UNITS

A maximum of 3,040 single family attached and detached dwelling units are permitted within the Property, and a maximum of 600 multi-family dwelling units are permitted within the Property.

DIVISION 4: NON-RESIDENTIAL

Section 1: Use Regulations. See Article 2 and Table 1 above.

Section 2: Default Regulations. Except as otherwise provided in this Exhibit E, all non-residential development shall comply with the minimum requirements of the CC Corridor Commercial Zoning District, as set forth in the Zoning Ordinance (as defined in Section 2.1 of this Agreement).

Section 3: Exterior Construction. All non-residential buildings shall have all front and side exterior wall surfaces, excluding windows and doors, constructed of 100 percent Masonry and Glass Pane. This requirement shall be the exclusive requirement for exterior construction and design standards.

Section 4: Site Plans. There shall be no requirement for site plan approval or any other discretionary approval not expressly required by this Agreement; however, a site plan showing the proposed building improvements shall be submitted with each building permit application for the sole purpose of allowing the Building Official or his or her designee to administratively determine compliance with the applicable provisions of the Zoning Ordinance and this Exhibit E as part of the building permit review and approval process.

ARTICLE 4 - SUPPLEMENTAL REGULATIONS

DIVISION 1: PERMITTED OBSTRUCTIONS IN REQUIRED YARDS AND OPEN SPACES

The following shall be permitted in required setbacks and open spaces:

Section 1: In All Required Yards

- A. Open terraces not over four (4) feet above the average level of the adjoining ground but not including a permanently roofed-over terrace or porch, awnings and canopies.
- B. Steps four (4) feet or less above the grade which are necessary to provide access to a permitted building, or for access to a building lot from a street or alley.
- C. Chimneys projecting twenty-four (24) inches or less into the yard but not occupying more than two (2) percent of the required yard area.
- D. Landscaping, utilities, driveways, sidewalks, and other paving, fencing, lighting and other similar improvements customarily located in front, side, or rear yards.

Section 2: In Front Yards

- A. One-story bay windows, balconies and overhanging eaves or gutters, none of which shall project more than four (4) feet into a required yard.
- B. Open covered porches shall be permitted to extend into the front yard but shall not exceed eight (8) feet in front of the building line.

Section 3: In Side Yards. Bay windows, overhanging eaves, gutters, and air conditioning equipment projecting two (2) feet or less into a required yard, provided that a minimum setback of three (3) feet from the side lot line is maintained.

Section 4: In Rear Yard. Detached off-street parking structures; open off-street parking spaces; servants quarters; accessory sheds; tool rooms; and, similar buildings or structures for domestic or agricultural storage, balconies, breezeways and open unroofed porches, one-story bay windows, overhanging eaves or gutters, and in ground swimming pools.

DIVISION 2: PARKS AND OPEN SPACE

Section 1: Parks.

A minimum of five percent of the Property shall be developed with parks for active recreation. Parks that will be counted towards satisfaction of this requirement shall be shown on approved plats. Parks shall be owned and maintained by the District or by a property owners association.

Each park shall be constructed concurrently with the Public Infrastructure included on the same final plat as the park.

When 75 percent of the buildings in a hamlet (as shown on the Concept Plan) have received a Certificate of Occupancy or, for single family, an approved final inspection, all parks shown on the updated Concept Plan(s) for that hamlet, as required by Section 2.2(a) of this Agreement, shall be constructed.

Each park that is less than five acres in size shall include at least four of the following categories of improvements/amenities and each park that is five acres or greater in size shall include at least six of the following types of improvements/amenities:

- Playground equipment
- Enhanced paving (stamped or stained concrete or stone patios or trails)
- A paved trail system
- A fountain
- Seating areas
- Picnic tables or other similar improvements designed for outdoor dining
- A gazebo or other recreational building or covered structure
- Landscaping and irrigation improvements
- Trash receptacles and bike racks
- Public art, such as a monument, sculpture, or statute
- A recreational field or court, including, but not limited to, a soccer field, baseball field, tennis court, or basketball court
- A swimming pool
- Decorative fencing, such as tubular steel or wrought iron around a portion of the park boundary
- A pond or lake

This Section 1 shall contain the exclusive requirements for the provision of parks applicable to the Property.

Section 2: Open Space. A minimum of ten percent of the Property shall be retained as open space for passive recreation. Open space areas that will be counted towards satisfaction of this requirement shall be shown on approved plats. Open space areas shall be owned and maintained by the District or by a property owners association. Open space areas shall not include (a) roadway medians unless they are landscaped, irrigated, and include trail improvements; or (b) any property owned by an End-Buyer. This Section 2 shall contain the exclusive requirements for open space applicable to the Property, except as otherwise provided for multi-family in Article 3, Division 1 of these Development Regulations.

ARTICLE 5 - SIGN REGULATIONS

Section 1: Sign Definitions

Abandoned Sign. Any sign which pertains to a time, event or purpose which no longer pertains; any sign which was erected for or by the owner, occupant or business on a property and is now unrelated to the present use of this property; any sign, except a real estate sign, which is located on property which becomes vacant and unoccupied for a period of three months or more.

Advertising Matter. The placement on, anchoring of or suspension from any building, pole sign, sidewalk, parkway, driveway, lawn, area or parking area of any goods, wares, merchandise or

other advertising object which is, but not limited to, light, inflatable objects, pennants, or flags for the purpose of calling attention to it.

Awning. An architectural projection, which provides weather protection, identity or decoration, and is supported by the building to which it is attached. It is composed of a lightweight rigid or retractable skeleton structure over which another cover is attached which may be of fabric or other materials may be illuminated. Sign text and logos on awnings are included in the wall signage area, but only the area of the sign (not the entire awning area).

Balloon. A non-porous, flexible inflated device using inert gas or air as advertising matter.

Banner Sign. A temporary sign intended to be hung either with or without a frame, in private property or in the public right-of-way, and possessing characters, letters, illustrations, or ornamentation's applied to paper, plastic, or fabric of any kind.

Billboard. A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service or product not principally located or primarily manufactured or sold on the premises on which the sign is located. These signs are generally located off-premise.

Builder's Directional Sign. A sign providing direction or instruction to guide persons to sites where new homes are under construction, usually off-premise.

Business Sign. An on-site sign which directs attention to, and/or used to identify a business, profession, organization, institution, commodity, service, activity, entertainment, or other non-residential use conducted, sold, or offered on these premises, (site) where such sign is located, or within the building to which such sign is affixed.

Canopy. A canopy is a roof like structure that shelters a drive lane use such as, but not restricted to, a gasoline pump island. A canopy is open on two or more sides and may be supported by either columns or by being attached to the building to which it is accessory.

Changeable Copy Sign. A sign that is utilized year round, but the copy is changed periodically, advertising different specials associated with retail sales.

Construction Sign. A temporary sign identifying individuals or companies involved in the design, construction, wrecking, or improvements of the premises where work is under construction.

Decorative Flag. A flag or banner that contains no name, initials, logos, insignia or similar items, used to attract attention. Colored flags only.

Dilapidated or Deteriorated Condition. Where structural support or frame members are visibly bent, broken, dented, deteriorated or torn sign copy materials and or paint must be to such an extent that a danger of injury to persons or property is created, or where the sign or the structure is not in compliance with the applicable Building Codes.

Development Sign. A temporary on-site sign providing identification on information pertaining to residential or commercial development to include the builder, property owner, architect, contractor, engineer, or mortgage and project name.

Directional Sign. Any sign, other than a highway marker or any sign erected and maintained by public authority, which is erected for the purpose of directing persons to a place, structure or activity not located on the same premises as the sign.

Directory Sign. A sign listing the occupants of a building, or group of buildings on the same parcel, and/or identifying the location of and providing directions to any establishment on the same parcel.

Enclosed Frame/Changeable Copy Sign. See Changeable Copy Sign.

Erect. To build, construct, attach, hang, place, suspend or affix, and shall also include the painting of the signs on the exterior surface of a building or structure.

Flag. A piece of cloth or fabric usually rectangular in shape, of distinctive color and design, used as a symbol, a standard or signal to attract attention. Exemptions to this are patriotic flags, i.e. U.S., State, and City flags.

Flashing Sign. An illuminated sign on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when such sign is illuminated. For the purpose of the ordinance, any moving illuminated sign affected by intermittent lighting shall be deemed (to be) a flashing sign.

Framework. A support structure which meets all existing wind and load requirements designed to secure a banner or an inter-changeable copy on all sides.

Freestanding Sign. A sign not attached to a building. A freestanding sign may be either a pole (pylon) sign or a monument sign.

Gasoline Pricing Sign. An outdoor advertising display with changeable copy letters and numerals that display the current price of fuel or gasoline for sale.

Height Measurement. The height of any sign shall be measured vertically at 90 degrees from the ground at the base of the sign.

Home Builder Sign. A temporary, freestanding sign erected for the purpose of advertising the sale of single family homes.

Illegal Signs. Signs that do not comply with this article.

Illuminated Sign. A sign which has characters, letters, figures, or designs illuminated by electric lights, luminous/neon tubes or other means that are specifically placed to draw attention to, or provide nighttime viewing of, the subject matter on the sign face.

Illumination, Internal. Lighting by means of a light which is within a sign having translucent background, silhouetting opaque letters or designs, on which are letters or designs, which are themselves made of translucent material.

Illumination, External. Lighting by means of an unshielded light source, (including neon tubing, etc.) which is effectively visible as an external part of the sign.

Incidental Sign. Small sign, less than two (2) square feet in surface area, of a non-commercial nature, intended primarily for the convenience of the public. Included are signs designating restrooms, address numbers, hours of operation, entrances to buildings, directions, help wanted, public telephones and so forth. Also included in this group of signs are those designated to guide or direct pedestrians or vehicular traffic to an area or place on the premises of a business building by means of a directory designating names and addresses only.

Lighted Sign. See Illuminated Sign.

Logo. A "logo" is any design or insignia of an organization, individual, company, or product which is commonly used in advertising to identify that organization, individual, company or product.

Maintenance. All signs and support structures, together with all their supports, braces, guys, and anchors, shall be kept in good repair and in proper state of preservation. The display surfaces of all signs shall be kept neatly painted or posted at all times. No sign will be allowed to become frayed, discolored or torn.

Menu Board. A sign displaying the menu for a drive up window for a food establishment.

Message Board Sign. A sign composed of a matrix of individual bulbs or lights which are capable of displaying lights in a running or continuous fashion so as to provide transient pictures or information.

Monument Sign. A permanent ground sign generally constructed out of brick, stone, or cast concrete foundation across the entire base of the structure not to exceed seven (7) feet in height, measured from the finished grade to the top of the sign.

Movable Sign. See Portable Sign.

Off-Premise Sign. The term "off-premise sign" means a sign which is issued or intended to be used to attract attention to activities, commodities, services or other endeavors not offered on the premise on which the sign is located.

On-Premise Sign. The term "on-premise sign" means a sign which promotes or advertises activities, commodities, services, or endeavors which are offered on the premise on which such sign is located.

Pennant. A wind device usually made of a lightweight plastic, fabric or other material whether or not containing a message of any kind, usually triangular in shape and attached to a single cord.

Pole Sign. A freestanding sign supported by a pole or poles having no guys or braces to the ground or to any other structure.

Political Sign. A temporary sign pertaining to any national, state, county or local election. A sign that supports an announced candidate, a political party, or an issue of political significance.

Portable (or moveable) Sign. Those signs that are not firmly attached to the ground, a building, or other structure, and those that can be easily moved or carried about and reused numerous times at different locations.

Primary Signage Wall. The wall determined to be the primary signage wall, subject to its incorporating either the major entrance or the common street address.

Projecting Sign. A sign that projects from a building or wall, to which it is affixed, by more than twelve (12) inches.

Reader-Board Sign. A changeable copy sign with strips attached to the face of the sign to hold removable displays letters and numerals for the purpose of identifying products sold or services provided by the related business tenant on the same premise.

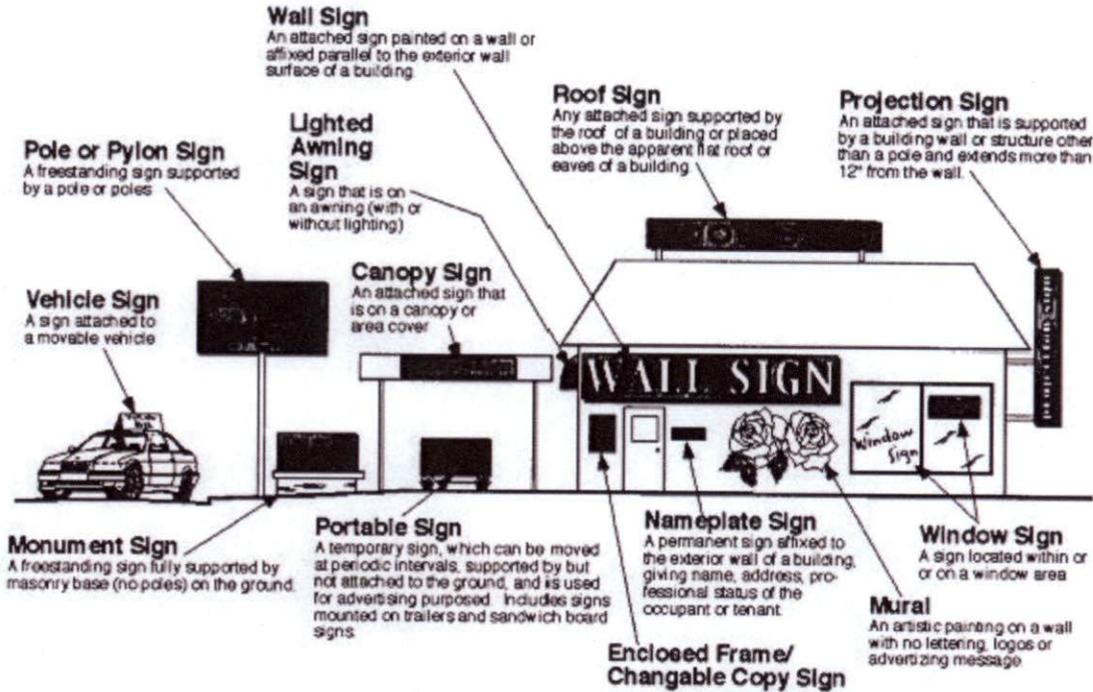
Real Estate Sign. A temporary sign pertaining to the sale, lease or rental of real property.

Roof Sign. A sign erected upon or above a roof or parapet of a building or structure.

Secondary Signage Wall. The wall of a building which is determined to be of secondary importance to the single business or establishment occupying the premises, and only facing onto a street, right-of-way or parking lot.

Setback. The distance from the property line or right-of-way line of all streets adjacent to the premises on which the sign is located.

Sign. Every sign, name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, logo, balloon, streamer, valance, advertising display, poster, beacon, light or insignia, affixed directly or indirectly to or upon any building, window, door or outdoor structure, calling attention to any object, product, service, place, or activity.



Sign Area. Calculation means the area of the sign to be computed by drawing a line or lines around the sign in such a way as to form a rectangle oriented horizontally. The sum square footage of these figures shall be considered as the total area of the sign face. A sign face may be single sided or double sided, as with a typical pole sign; however, to calculate the area of a multi-sided sign, the sum of all sides of the sign shall not exceed twice the area specified for sign face.

Sign Box. The rectangle used to calculate the sign area.

Temporary Sign. Any sign constructed of cloth, canvas, plastic, light fabric, wallboard or other material with or without frames intended to be displayed for a limited period of time only.

Vehicular Sign. Any sign attached to a trailer, skid, or similar mobile structure, where the primary use of such structure is to provide a base for such sign or constitute the sign itself.

Vertical Banner. Any sign of a lightweight fabric or similar material that is mounted to a pole in a vertical fashion secured at top and bottom of banner.

Wall Area. The area of the wall from the finished floor elevation (or top of foundation) to the top of the parapet wall or to the bottom of the eave, whichever is highest. This wall area is as shown on the architectural elevation of the wall including glass area and recessed wall areas.

Wall Area, Multistory Building. The sign wall area calculation for multi-story buildings shall be based upon the height of the first story (including any mezzanine level).

Wall Sign. A sign which is attached or affixed to the wall of a building or is an integral part of the wall of a building with the exposed face of the sign in a plane parallel to and not extending more than twelve (12) inches from said wall. A wall sign shall not extend above the wall/parapet to which the sign is attached. For the purpose of this section, awnings, canopy fascias, mansards

extending along a building side shall be considered a part of the wall. The roof (including mansard and fake mansard roofs) and roof area are not included in the wall area.

Window Sign. A sign attached to, placed upon or painted on the window or door of a building which is intended for public viewing from the exterior of such building.

Section 2: Sign Maintenance Required

All signs and sign support structures, together with all of their supports, braces, guys and anchors, shall be kept in good repair and in proper state of preservation. The display surfaces of all signs shall be kept neatly painted or posted at all times.

Section 3: Only Permitted Signs to be Erected

No person shall erect, reconstruct, alter, relocate or place any sign except as permitted by this article. All signs, including the frames, braces or supports thereof, shall be constructed and maintained in compliance with this article.

Section 4: Inspections

All signs for which permits are required shall be subject to inspection by the building official. Footing inspections may be required by the building official for all signs having footings. All signs containing electrical wiring shall be subject to the provisions of the governing electrical code, and the electrical components used shall bear the label of an approved testing agency. The building official may order the removal of any sign that is not maintained in accordance with the provisions of this section. All signs may be reinspected at the discretion of the building official.

Section 5: Exceptions by City Council

The City Council may waive or modify any of the sign regulations herein upon the request of the applicant.

Section 6: Existing Signs

Each establishment shall be entitled to sign area within the limitations as set forth herein. However, the area of all existing signs to remain on the premises occupied by the establishment shall be reported by the applicant and shall be added to the proposed new sign(s) for comparison with these limitations, which shall govern total sign area, existing and proposed.

Section 7: Setback Limitation

At ground level, no part of any sign shall be located any closer than ten feet from the back of the curb, nor shall any part of any sign overhang the property line into the public right-of-way or into the adjacent property.

Section 8: Street Visibility Triangle

No sign or other advertising structure shall be erected in the 25' by 25' visibility triangle at the intersection of two streets. The street visibility triangle is formed by the property lines and a diagonal line connecting them at points twenty-five feet (25') from the intersection of the property lines. Any sign projecting into the visibility triangle shall have a clearance of at least eleven feet above the centerline grades of the intersecting streets.

Section 9: Driveway Visibility Triangle

No sign or other advertising structure shall be erected in the 7' by 60' visibility triangle at the intersection of driveway with a street. The driveway visibility triangle is formed by the property line, the edge of the driveway and a diagonal line connecting a point seven feet (7') along the edge of driveway from the right-of-way and a point 60 feet along the right-of-way line from the edge of driveway. Any sign projecting into the visibility triangle shall have a clearance of at least ten feet above the centerline grades of the intersecting streets.

Section 10: Traffic Hazard

No sign shall be erected at any location where, by reason of the position, shape or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign or signal device; or which makes use of the words "stop," "go," "caution," "look," "danger," or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.

Section 11: Pedestrian Hazard

All signs or other advertising structures, which are erected at any point where pedestrians might be endangered, shall have a smooth surface and no nails, tacks or wires shall be permitted to protrude therefrom. Pole signs must have a minimum vertical clearance from the ground of at least eleven (11) feet.

Section 12: Lighting Restrictions

Illuminated signs shall be erected in such a manner as not to interfere with traffic or pose other health or safety hazards.

Section 13: Wind Pressure and Dead Load Requirements

All signs shall be designed and constructed to withstand wind pressure of not less than 70 mph wind load factor and shall be constructed to receive loads as required by the Building Code.

Section 14: Sign Buffer Area at Edge of a Building

The edge of a wall sign shall be a minimum distance of two times the sign height from the edge of the building wall.

Section 15: Wall Sign Setback Bonus

Wall signs that are setback from the public street right-of-way over one hundred and fifty feet (150') can increase the maximum primary wall signage size by 25%, and increase it an additional 25% for every additional one hundred feet (100') of setback; up to a maximum of 200% of the allowed sign area (i.e. 20% of the primary wall area) at four hundred and fifty feet (450').

- A. Over 150' setback, 125% of allowed sign area, or 12.5% of primary wall area.
- B. Over 250' setback, 150% of allowed sign area, or 15% of primary wall area.
- C. Over 350' setback, 175% of allowed sign area, or 17.5% of primary wall area.
- D. Over 450' setback, 200% of allowed sign area, or 20% of primary wall area.*

*Under no circumstances shall the primary wall signage exceed 400 square feet regardless of wall size or increased setbacks.

Section 16: Message Board Signs

Message board signs are subject to the same size and location restrictions as other signs regulated by this article. A message board sign may be constructed in lieu of the primary or secondary freestanding sign (either pole or monument sign). In addition, a message board sign is subject to the following restrictions:

- A. Any change of pictures or information on the message board sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.
- B. Any change of pictures or information on the message board sign shall not change more often than once each three seconds for those portions of the sign which convey time or temperature, or once each 20 seconds for all other portions of a sign.
- C. Message board signs shall only be allowed to be placed on non-residential properties.
- D. All applications for message board signs must be accompanied with a certificate of approval of such sign from the Texas Department of Transportation in accordance with state law.
- E. The determination of a health or safety hazard caused by a lighted sign or a message board sign shall be made by the Public Works Director for the city and shall be controlling.
- F. Any electrical wiring required for a sign to be lighted shall meet the electrical code of the city as determined by the building official or a designated representative.

G. No lighted sign or message board sign shall have a luminance of greater than 300 foot-candles, nor shall any such sign have a luminance greater than 200 foot-candles for any portion of the sign within a circle two feet in diameter. The restriction of luminance in this section shall be determined from any other premises or from any public right-of-way.

Section 17: Portable or Moveable Signs

Determination by the building official or his designated representative as to whether any sign is portable or moveable shall be controlling. It is expressly provided that such signs are prohibited on the Property, except for temporary home builder signs and other types of temporary "for sale" signs, which are permitted by right at any location within the District. Home builder signs must be removed within 30 days after the sale of the last home in a subdivision.

Section 18: Vehicular Signs

A. It shall be unlawful to attach any sign to a trailer, skid, or similar mobile structure, where the primary use of such structure is to provide a base for such sign or constitute the sign itself. This provision does not restrict the identification signs on vehicles used for bona fide transportation activity.

B. Sign attached to or upon any vehicle shall be prohibited where any such vehicle is allowed to remain parked in the same location, or in the same vicinity, a period of time in excess of three business days. Specifically, where the intent is apparent to be one of using the vehicle and signs for purposes of advertising an establishment, service or product. Government vehicles and vehicles operating under a city franchise shall be excluded from this provision.

C. Signs placed on or affixed to vehicles and or trailers which are parked on public right-of-way, public property, or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property are prohibited.

Section 19: Grand Opening

Grand opening events may utilize inflatable objects, pennants, flags and banner signs for a period not to exceed 30 days. Grand opening events are limited to the first 90 days after a certificate of occupancy has been issued. No searchlights or flashing type lights are allowed and are strictly prohibited during these events. A Sign Permit is required.

Section 20: Permanent Signs Chart

PERMANENT SIGNS					
TYPE OF SIGN	TYPES OF USES WHERE PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT	NUMBER OF SIGNS	REQUIREMENTS

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Primary Wall (Attached)	Non-residential	10% of Primary wall area, 200 S.F. maximum	Top of parapet wall or roof eave height	Not applicable, Signage area can be composed of multiple signs	Min. horizontal and/or vertical separation between signs twice height of taller sign box, 2-wall max. Also see Setback Bonus.
Secondary Wall (Attached)	Non-residential	50% of allowed Primary wall sign area, 100 S.F. maximum	Top of parapet wall or roof eave height	Not applicable, Signage area can be composed of multiple signs	Min. horizontal and/or vertical separation between signs twice height of taller sign box, 2-wall max.
Freestanding Freeway Pole (Pylon)	Non-residential	200 S.F.	50 ft.	1 freestanding (either pole or monument) sign per street frontage	Not allowed in or projecting into public R.O.W., Secondary sign may only be 50% of height & area of Primary sign
Freestanding Non-Freeway Pole (Pylon)	Non-residential	100 S.F.	25 ft.	1 freestanding (either pole or monument) sign per street frontage, 2 maximum	Not allowed in or projecting into public R.O.W., Secondary sign may only be 50% of height & area of Primary sign
Message Board	Non-residential	Same as pole sign regulations	Same as pole sign regulations	Same as pole sign regulations	See Section 16
Freestanding Monument	Non-residential	75 S.F.	7 ft.	1 freestanding (either pole or monument) sign per street frontage, 2 maximum	Monument sign preferred over pole sign
Canopy (covering gas pumps, drive thru lanes or parking areas)	Non-residential	50% of allowed Primary wall sign area of building, 100 S.F. max.	Top of canopy fascia	On 2 sides of canopy only	Canopies not considered separate buildings for signage purposes
Mural	Non-residential	Not applicable	Not applicable	Not applicable	No name, logo, text or slogan. Murals are considered Art, not advertising
PERMANENT SIGNS					
TYPE OF SIGN	DISTRICTS PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT	NUMBER OF SIGNS	REQUIREMENTS
Enclosed Frame/ Changeable Copy	Non-residential	12 S.F. with no dimension greater than 4 ft.	Not applicable	2 per wall max., 4 per site max.	Enclosed frame permanently attached to wall

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Multi-Family Entry Monument	Multi-family	50 S.F.	7 ft.	1 per street frontage	Lighting allowed
Name Plate	All residential (Non-residential see last column)	2 S.F.	Below eave	1 per lot	No restrictions in non-residential districts
Institutional	All residential (Non-residential see last column)	30 S.F.	Below eave	1 per lot	No restrictions in non-residential districts
Subdivision Entry Monument	All residential	75 S.F. each	7 ft.	1 pair per entrance	Lighting allowed
All signs are subject to setback regulations.					

Section 21: Temporary Signs

TEMPORARY SIGNS						
TYPE OF SIGN	PERMIT REQ.	TYPE OF USES WHERE PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT	TIME LIMIT	REQUIREMENTS
Portable	Yes	Non-residential	50 S.F.	6 ft.	4 times per calendar year, in 15 day periods	1 per business, On-premises only, No lighting See Section 44 B.
Home Builder Signs and Other "For Sale" Signs	No	Any Location	Not applicable	Not applicable	Not applicable	Not applicable
Horizontal Banner	Yes	Non-residential	50 S.F.	Highest point of roof, Attached to building	60 days per year, in 15 day periods	Only one allowed, No lighting, not used with Portable sign
Vertical Banner	Yes	Non-residential	35 S.F. freeway frontage, 12 S.F. for non-freeway	35 ft. max., 6 ft. min. to bottom of vertical banner	Not applicable	50 ft. min. spacing, 100 ft. min. street frontage, 25' min. to side prop. line

TEMPORARY SIGNS						
TYPE OF SIGN	PERMIT REQ.	TYPE OF USES WHERE PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT	TIME LIMIT	REQUIREMENTS
New Business "Coming Soon"	Yes	Non-residential	50 S.F.	Highest point of roof, Attached to	During lease space finish out,	1 sign per lease space, on building, No lighting

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				building	60 day max. or 30 day max. with no finish out	
New Business "Now Open"	Yes	Non-residential	50 S.F.	Highest point of roof, Attached to building	30 days from C.O.	Must be affixed to store front
Pennants	Yes	Multi-family and non-residential	Not applicable	Highest point of roof	During event	Only during approved Special Events or Grand Openings
Balloons over 24" diameter	Yes	Multi-family and non-residential	Not applicable	50 ft.	During event	Only during approved Special Events or Grand Openings
Inflatable objects or Search lights	Yes	Multi-family and non-residential	Not applicable	25 ft.	During event	Only during approved Special Events or Grand Openings
Window	No	Non-residential	25% of window area	Not applicable	Not applicable	Enclosed frame/changeable copy signs encouraged
Vehicle	No	Not applicable	Not applicable	Not applicable	Not applicable	See Section 18

TEMPORARY SIGNS						
TYPE OF SIGN	PERMIT REQ.	TYPE OF USE WHERE PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT	TIME LIMIT	REQUIREMENTS
Political ¹	Over 3 sq. ft., Yes, but no fee	All	Portable Signs shall not exceed 80 sq. ft. and shall not be more than 6 ft. in height measured from the surface of the ground.	6 ft.	Per State law	On private property not on R.O.W., No lighting. Removed 24 hrs after election or runoff. Signs no larger 2ft X 2ft may be placed in the R.O.W. at the polling place 12 hours prior to

¹ All restrictions applicable to political signs shall be deemed to be modified to the extent necessary to comply with all applicable State and Federal laws in effect at the time a sign is erected.

RETURN TO AGENDA

						election (not early voting),
Church, charity & civic, On-Premises	Yes, but no fee	All	50 S.F.	15 ft.	10 days prior to event & during event, 30 days max.	On private property, not on R.O.W., No lighting, Removed 24 hr. after event
Church, charity/civic, Off-Premises	Yes, but no fee	All	12 S.F.	3 ft.	10 days prior event & during event, 30 days max.	On private property, not on R.O.W., No lighting, Removed 24 hr. after event
US, Texas or Patriotic Flag	No	All	12 S.F. Res 100 S.F. Non-Res	35 ft. Res 75 ft. Non-Res	Not applicable	1 per flag type, No spacing requirements
Decorative Flag (color only, Logo allowed, no text allowed)	No	All	6 S.F.	25 ft. max., 6 ft. min. to bottom of flag	Not applicable	Street frontage 0-150' 4 flags 151-200' 5 flags 201-250' 6 flags 251-300' 7 flags over 300' 8 flags
Real Estate Land Sale	Yes	All	100 S.F.	15 ft.	Remove prior to development	1 acre min., 2 sign max., 1 sign per frontage, No lighting
Residential Construction	Yes	All residential	100 S.F.	15 ft.	Until project 80% complete	1 sign per major existing street frontage, No lighting

TEMPORARY SIGNS

TYPE OF SIGN	PERMIT REQ.	TYPE OF USE WHERE PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT	TIME LIMIT	REQUIREMENTS
Multi-Family Units for Rent or Lease Banner	Yes	Multi-family	50 S.F.	Highest point of roof on building, or 15-ft. max. for free-standing signs	60 days per year, in 10 day periods	1 per street frontage maximum 2, No lighting
Commercial Complex Sale or Lease Free-Standing	Yes	Non-residential	50 S.F.	6 ft.	Complex sold or leased	1 sign, No lighting
Com. Unit(s) Sale or Lease Wall Sign	Yes	Non-residential	12 S.F.	Highest point of roof	Unit sold or leased	1 sign per unit, No lighting

RETURN TO AGENDA

New Commercial Building	Yes	Non-residential	100 S.F.	15 ft.	Until 80% complete	1 sign per major ex. street frontage, Lighting allowed
New Com. Building on I-45	Yes	Non-residential	1 S.F. per l.ft. of St frontage up to 400 S.F.	50 ft.	1 year	1 sign per complex or development

Section 22: Exempted Signs

The following types of signs are exempted from the sign regulations. These signs are not required to submit a sign application, are not required to be permitted and are not required to pay a permit or review fee.

- A. Traffic control signs erected by the City or state.
- B. Directional signs less than three square feet (3 S.F.) in area and less than three feet (3') in height.
- C. Menu board signs for drive-thru lanes at restaurants.
- D. Gasoline pricing signs less than fifteen square feet (15 S.F.)
- E. US, Texas or Patriotic Flags.
- F. Window signs.
- G. Balloons less than 24 inches in diameter.
- H. Political signs under 3 sq. ft. in area (subject to Footnote 1)
- I. Real Estate signs, under 6 sq. ft. in area for individual properties saying "For Sale," "For Rent," or "For Lease."

Section 23: Prohibited Signs

- A. Off-Premises advertising sign (billboard).
- B. Roof signs, however, signs are allowed on building towers or other architectural features of the building.
- C. Projecting signs (signs projecting more than 12" from the wall to which it is attached).
- D. Searchlights or flashing lights (other than Message Board signs or Searchlights for approved Special Events or Grand Openings).

RETURN TO AGENDA

E. Signs on utility poles or in the right of way, unless they are banner signs erected for the purpose of advertising special events.

EXHIBIT F

ANNEXATION PETITION

Petition for Voluntary Annexation

This Petition shall become effective, and the City shall be entitled to annex the portion of the Property described on Attachment 1 of this Petition, if within five years after the Effective Date of that certain development agreement between the undersigned and the City of Ferris, Texas dated January 14, 2013 (the "Development Agreement"):

(a) The Ellis County Commissioners Court has not adopted an order creating one or more Fresh Water Supply Districts encompassing all or a portion of the "Property" as that term is defined in the Development Agreement; and

(b) no Municipal Utility District, Water Control and Improvement District, or other similar special taxing district created by act of the Texas Legislature encompassing all or a portion of the "Property," as that term is defined in the Development Agreement, has been created, so long as the City has provided all consents required by law for the Owner to create such a Municipal Utility District or Water Control and Improvement District, including, but not limited to, adoption of an ordinance consenting to the creation of a such a district in substantially the same format the City ordinance adopted on January 14, 2013 consenting to the creation of a Fresh Water Supply District, modified as necessary for a Municipal Utility District or Water Control and Improvement District, as applicable, and addressing any different powers or authorities of the Municipal Utility District or Water Control and Improvement District, as applicable.

Upon this Petition becoming effective in accordance with the terms above, and only in accordance with the terms above, the undersigned hereby petitions the City to annex the Property into the corporate limits of the City pursuant to the requirements of Chapter 43 of the Texas Local Government Code. The Owner agrees to provide an identical annexation petition in favor of the City of Ferris for any portion of the property described on Attachment 1 within five years after the Effective Date of the Development Agreement.

RESPECTFULLY SUBMITTED THIS ___ DAY OF January, 2013.

[SIGNATURE PAGE TO FOLLOW]

RETURN TO AGENDA

WALTON TEXAS, LP,
a Texas limited partnership, in its capacity as
an Owner, and in its capacity as an Operator
and Manager on behalf of all Individual Owners
under and pursuant to the Declarations
referenced in the recitals hereof

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

By: Walton International Group, Inc.,
a Nevada corporation, its Manager

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on January ____, 2013 by Wayne G. Souza and Gordon A. Price, each an Authorized Signatory of Walton International Group, Inc., a Nevada corporation, the Manager of Walton Texas GP, LLC, a Texas limited liability company, the General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of said Texas limited partnership.

Notary Public, State of Arizona

RETURN TO AGENDA

WUSF 2 REDWOOD LP,
a Texas limited partnership,
in its capacity as an Owner

By: WUSF 2 Redwood GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton U.S. Land Fund 2, LP,
a Delaware limited partnership,
its Manager

By: WUSF 2 GP, LLC,
a Delaware limited liability company,
its General Partner

By: Walton Land Management (USA), Inc.
a Delaware corporation
its Manager

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF ARIZONA §
 §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on January ____, 2013 by Wayne G. Souza and Gordon A. Price, each an Authorized Signatory of Walton Land Management (USA), Inc., a Delaware corporation and the Manager of WUSF 2 GP, LLC, a Delaware limited liability company and the General Partner of Walton U.S. Land Fund 2, LP, a Delaware limited partnership and the Manager of WUSF 2 Redwood GP, LLC, a Delaware limited liability company and the General Partner of WUSD 2 Redwood LP, a Texas limited partnership, on behalf of said Texas limited partnership.

Notary Public, State of Arizona

Attachment 1

Metes and Bounds Description of Property Subject to Annexation Petition

ALL THAT CERTAIN 450.298 ACRE LOT, TRACT OR PARCEL OF LAND SITUATED IN ELLIS COUNTY, TEXAS, AND BEING PART OF THE JOHN W. BAKER ABSTRACT 35, AND THE MASON PHELPS SURVEY ABSTRACT 824, AND BEING A CALLED 450.296 ACRE TRACT OF LAND IN DEED TO M.C. McCOY, AS RECORDED IN VOLUME 738, PAGE 255, DEED RECORDS, ELLIS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 1.000 ACRE TRACT OF LAND MORE FULLY DESCRIBED IN THAT SPECIAL WARRANTY DEED DATED AUGUST 2, 2007, EXECUTED BY MAC MCCOY TO JOSHUA J. KAHN, TRUSTEE, RECORDED IN VOLUME 2331, PAGE 1158, OFFICIAL RECORDS, ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD SET WITH "PEISER SURVEYING" RED PLASTIC CAP (HEREINAFTER REFERRED TO AS 1/2" IRS) AT THE INTERSECTION OF THE SOUTHERLY LINE OF FM 664 AND THE NORTHWEST CORNER OF SAID McCOY TRACT, SAME BEING IN THE NORTHEAST LINE OF SECTION ONE TANNER'S FARM, AN ADDITION TO ELLIS COUNTY, BY PLAT RECORDED IN CABINET B, PAGE 317, SAID DEED RECORDS;

THENCE NORTH 60° 01' 30" EAST ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 669.07 FEET TO A POINT FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS NORTH 38° 45' 54" WEST, 1.34 FEET FOR AN ANGLE POINT;

THENCE NORTH 59° 59' 52" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 498.99 FEET TO A WOOD HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT;

THENCE NORTH 59° 54' 42" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 451.23 FEET TO A 5/8 INCH IRON ROD FOUND FROM WHICH A HIGHWAY MONUMENT BEARS SOUTH 13° 51' 31" EAST, 0.92 FOOT FOR AN ANGLE POINT;

THENCE NORTH 60° 58' 38" EAST CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 A DISTANCE OF 1168.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN AN EASTERLY DIRECTION CONTINUING ALONG THE SOUTHERLY LINE OF FM 664 AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1849.86 FEET, A CENTRAL ANGLE OF 00°27' 27", AND AN ARC LENGTH OF 14.77 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID McCOY TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 4.00 ACRE TRACT OF LAND TO BRUCE D. MOORE, BY DEED RECORDED IN VOLUME 1843, PAGE 196, AFORESAID DEED RECORDS;

THENCE SOUTH 27° 48' 32" EAST ALONG THE EASTERLY LINE OF SAID McCOY TRACT, AND SAID MOORE TRACT, PASSING THE SOUTHWEST CORNER OF SAID MOORE TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 62.692 ACRE TRACT OF LAND TO FERRIS DEVELOPMENT, LTD., BY DEED RECORDED IN VOLUME 1941, PAGE 1354, SAID DEED RECORDS, AND CONTINUING ALONG THE EASTERLY LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A TOTAL DISTANCE OF 1351.14 FEET TO A 1/2" IRS;

THENCE SOUTH 61° 07' 30" WEST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 58.34 FEET TO A 1/2" IRS;

THENCE SOUTH 28° 30' 10" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 1,091.36 FEET TO A 1/2" IRS;

RETURN TO AGENDA

THENCE NORTH 60° 02' 45" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 682.53 FEET TO A 1/2 INCH IRON PIPE FOUND FOR AN ANGLE POINT;

THENCE SOUTH 89° 13' 30" EAST CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID FERRIS DEVELOPMENT TRACT, A DISTANCE OF 876.81 FEET TO A POINT FROM WHICH A 5/8 INCH IRON ROD BEARS NORTH 87° 06' 01" WEST 6.29 FEET FOR CORNER IN THE CENTER LINE OF A CREEK, SAID CORNER BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID McCOY TRACT, SAME BEING THE NORTHWEST CORNER OF THAT CERTAIN CALLED 73.14 ACRE TRACT OF LAND TO JEAN DAVIS (DEED RECORDING INFORMATION UNKNOWN);

THENCE IN A SOUTHERLY DIRECTION ALONG THE MEANDERS OF SAID CREEK THE FOLLOWING CALLS:

SOUTH 01° 11' 30" EAST A DISTANCE OF 224.29 FEET,
NORTH 85° 37' 35" WEST A DISTANCE OF 63.46 FEET,
SOUTH 01° 45' 30" WEST A DISTANCE OF 152.23 FEET,
SOUTH 44° 42' 10" EAST A DISTANCE OF 119.70 FEET,
SOUTH 37° 27' 10" WEST A DISTANCE OF 112.17 FEET,
SOUTH 46° 42' 30" EAST A DISTANCE OF 109.35 FEET,
SOUTH 22° 09' 50" WEST A DISTANCE OF 223.42 FEET,
SOUTH 87° 58' 35" EAST A DISTANCE OF 83.12 FEET,
SOUTH 07° 39' 30" WEST A DISTANCE OF 75.62 FEET,
SOUTH 49° 16' 16" EAST A DISTANCE OF 49.65 FEET,
SOUTH 06° 14' 42" WEST A DISTANCE OF 86.42 FEET,
SOUTH 31° 45' 13" EAST A DISTANCE OF 319.11 FEET,
SOUTH 52° 32' 53" EAST A DISTANCE OF 203.10 FEET,
SOUTH 01° 44' 09" WEST A DISTANCE OF 340.49 FEET,
SOUTH 25° 55' 56" EAST A DISTANCE OF 68.23 FEET,
SOUTH 09° 15' 19" EAST A DISTANCE OF 448.57 FEET TO A POINT FOR CORNER IN THE CENTER LINE OF ANOTHER CREEK;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE MEANDERS OF SAID CREEK THE FOLLOWING CALLS:

SOUTH 61° 28' 52" EAST A DISTANCE OF 378.70 FEET,
SOUTH 71° 43' 00" EAST A DISTANCE OF 390.11 FEET TO A POINT FOR CORNER IN THE NORTHERLY LINE OF FM 983;

THENCE SOUTH 39° 20' 10" WEST ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 78.20 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN A WESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 909.93 FEET, A CENTRAL ANGLE OF 21° 00' 00", AND AN ARC LENGTH OF 333.51 FEET TO A WOOD HIGHWAY MONUMENT FOUND FOR THE END OF SAID CURVE TO THE RIGHT;

THENCE SOUTH 59° 48' 09" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 121.22 FEET TO A 1/2" IRS FOR AN ANGLE POINT;

THENCE SOUTH 48° 53' 35" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 25.20 FEET TO A 1/2" IRS FOR AN ANGLE POINT;

THENCE SOUTH 60° 20' 10" WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 650.50 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE LEFT;

RETURN TO AGENDA

THENCE IN A WESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1949.86 FEET, A CENTRAL ANGLE OF $02^{\circ} 08' 21''$, AND AN ARC LENGTH OF 72.80 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER FOR THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 3.00 ACRE TRACT OF LAND TO DONNA SHAW, ETAL, BY DEED RECORDED IN VOLUME 969, PAGE 404, AFORESAID DEED RECORDS;

THENCE NORTH $15^{\circ} 36' 15''$ WEST A DISTANCE OF 393.06 FEET TO A 1/2" IRS FOR THE SOUTHWEST CORNER OF THAT AFORESAID CALLED 1.00 ACRE TRACT OF LAND TO JOSHUA J. KAHN, BY DEED RECORDED IN VOLUME 2331, PAGE 1158, SAID DEED RECORDS;

THENCE NORTH $54^{\circ} 41' 15''$ EAST A DISTANCE OF 217.80 FEET TO A 1/2" IRS FOR THE SOUTHEAST CORNER OF SAID KAHN TRACT;

THENCE NORTH $15^{\circ} 36' 15''$ WEST A DISTANCE OF 200.00 FEET TO A 1/2" IRS FOR THE NORTHEAST CORNER OF SAID KAHN TRACT;

THENCE SOUTH $54^{\circ} 41' 15''$ WEST PASSING THE COMMON NORTH CORNER OF SAID KAHN TRACT, AND SAID SHAW TRACT, AND CONTINUING ALONG THE NORTH LINE OF SAID SHAW TRACT, A TOTAL DISTANCE OF 452.86 FEET TO A 1/2" IRS FOR THE NORTHWEST CORNER OF SAID SHAW TRACT;

THENCE SOUTH $15^{\circ} 36' 15''$ EAST A DISTANCE OF 593.06 FEET TO A 1/2" IRS IN THE NORTHERLY LINE OF FM 983, SAID CORNER BEING THE SOUTHWEST CORNER OF SAID SHAW TRACT, SAME BEING IN A NON-TANGENT CURVE TO THE LEFT;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1949.86 FEET, A CENTRAL ANGLE OF $11^{\circ} 28' 23''$, AND AN ARC LENGTH OF 390.44 FEET TO A 1/2" IRS FOR THE END OF SAID CURVE TO THE LEFT;

THENCE SOUTH $39^{\circ} 45' 30''$ WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 734.13 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN A SOUTHWESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 437.46 FEET, A CENTRAL ANGLE OF $50^{\circ} 54' 50''$, AND ARC LENGTH OF 388.73 FEET TO A 1/2" IRS FOR THE END OF SAID CURVE TO THE RIGHT;

THENCE NORTH $89^{\circ} 21' 41''$ WEST CONTINUING ALONG THE NORTHERLY LINE OF FM 983 A DISTANCE OF 1699.29 FEET TO A 1/2" IRS FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN A SOUTHWESTERLY DIRECTION CONTINUING ALONG THE NORTHERLY LINE OF FM 983 AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 421.97 FEET, A CENTRAL ANGLE OF $15^{\circ} 08' 47''$, AND AN ARC LENGTH OF 111.55 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID McCOY TRACT, SAME BEING THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 105.498 ACRE TRACT OF LAND TO JAMES H. TOOMEY, ETAL, BY DEED RECORDED IN VOLUME 1741, PAGE 461, AFORESAID DEED RECORDS;

THENCE NORTH $29^{\circ} 41' 54''$ WEST ALONG THE WESTERLY LINE OF SAID McCOY TRACT AND THE EASTERLY LINE OF SAID TOOMEY TRACT, A DISTANCE OF 2235.40 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER FOR A NORTHWEST CORNER OF SAID McCOY TRACT, SAME BEING A SOUTHWEST CORNER OF SECTION ONE TANNER'S FARM, AN ADDITION TO ELLIS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, PAGE 604, SAID DEED RECORDS;;

RETURN TO AGENDA

THENCE NORTH 36° 50' 45" EAST ALONG THE NORTHERLY LINE OF SAID McCOY TRACT, AND THE SOUTH LINE OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 604), PASSING THE SOUTHEAST CORNER OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 604), SAME BEING THE SOUTHWEST CORNER OF AFORESAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317), CONTINUING ALONG THE COMMON LINE OF SAID McCOY TRACT, AND SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317), A TOTAL DISTANCE OF 1706.33 FEET TO A 3/8 INCH IRON ROD FOUND FOR AN INTERNAL CORNER OF SAID McCOY TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID SECTION ONE TANNER'S FARM (CABINET B, PAGE 317);

THENCE ALONG THE CALCULATED NORTHEAST LINE OF SAID SECTION ONE TANNER'S FARM (CABINET B. SLIDE 317), AND THROUGH THE INTERIOR OF SAID McCOY TRACT AS FOLLOWS:

NORTH 37° 21' 24" WEST, PASSING AT A DISTANCE OF 459.05 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING A TOTAL DISTANCE OF 475.37 FEET TO 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

NORTH 55° 02' 08" WEST, A DISTANCE OF 604.44 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

SOUTH 55° 11' 10" WEST, A DISTANCE OF 83.55 FEET TO A 1/2 INCH IRON ROD FOUND WITH "4688" CAP FOR AN ANGLE POINT;

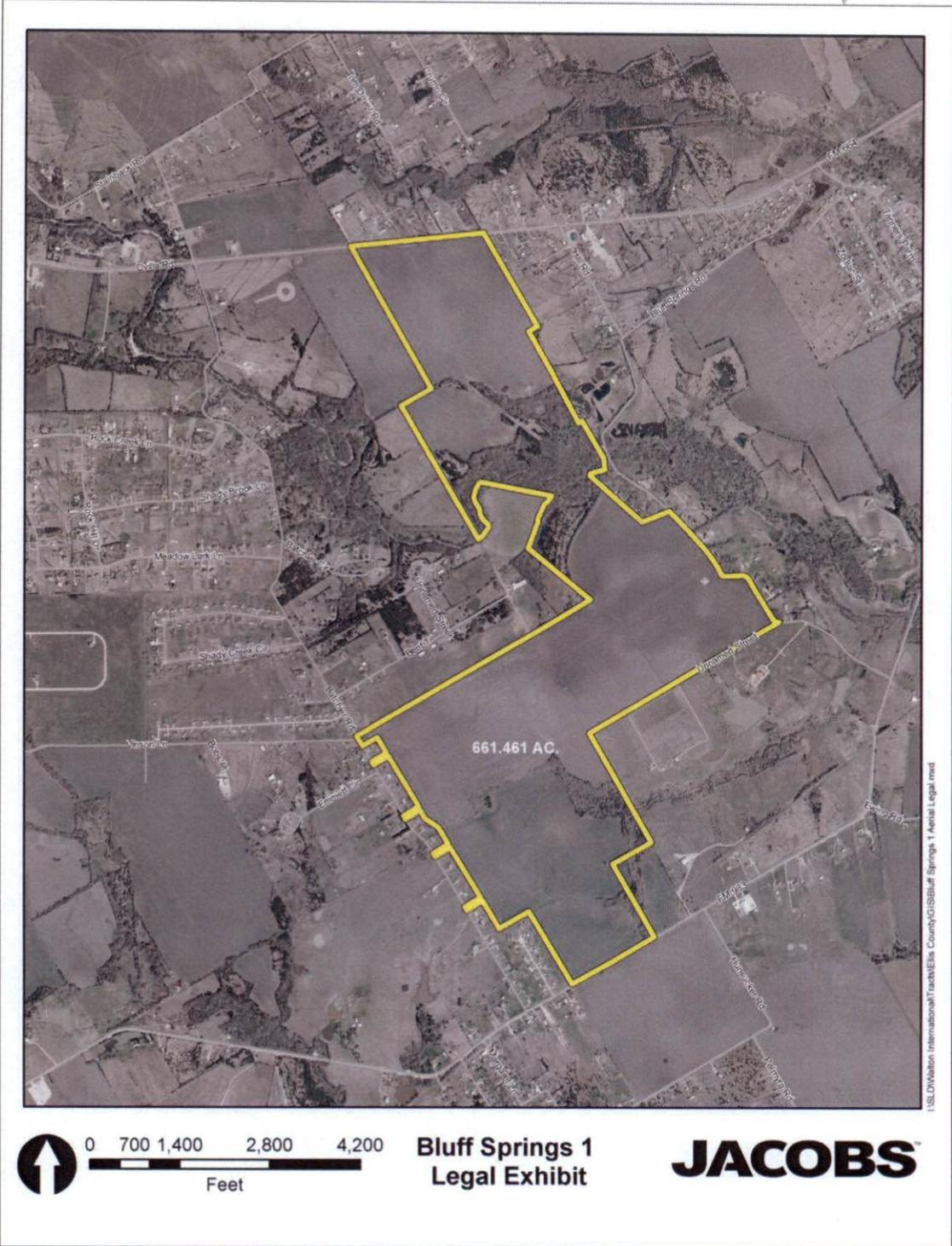
NORTH 50° 54' 46" WEST, PASSING AT A DISTANCE OF 289.07 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING AND PASSING AT A DISTANCE OF 242.82 FEET A 3/8 INCH IRON ROD FOUND, AND CONTINUING A TOTAL DISTANCE OF 591.08 FEET TO A 1/2 INCH IRON ROD SET FOR AN ANGLE POINT;

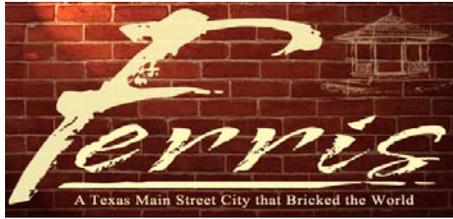
NORTH 38° 49' 04" WEST, A DISTANCE OF 195.25 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT;

NORTH 54° 48' 31" WEST, A DISTANCE OF 630.87 FEET TO THE PLACE OF BEGINNING AND CONTAINING 19,615,008 SQUARE FEET OR 450.298 ACRES OF COMPUTED LAND, MORE OR LESS, OF WHICH, APPROXIMATELY 77.7 ACRES LIE WITHIN THE DIGITALLY SCALED FEMA FLOODPLAIN.

EXHIBIT G

DEPICTION OF BLUFF SPRINGS 1 PROPERTY





City of Ferris

AGENDA ITEM REPORT

Meeting Date:	October 17, 2016
Department:	City Manager
Submitted By:	W. Jordan
Previously Reviewed By:	
Item Type:	<input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action
Budgeted Expense:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, Amount: \$50,000.00

Attachments:
Contract
Discussion / Justification:
Stantec (Formerly SJR) provided economic development consulting services for the city for a portion of the last fiscal year. During the budgeting process, the 4A and 4B boards as well as council approved funding a new contract with Stantec for the current fiscal year. Additionally, staff was directed to ensure that any new contract provided clear and tangible deliverables from Stantec. This contract does provide such as well as deadlines for their completion. You will find the scope of services “Exhibit A” included in your packet.
Recommendation / Staff Comments:
Staff recommends authorizing the Mayor to execute the agreement on behalf of the City of Ferris.
Motion(s):
I make a motion to authorize the Mayor to execute the contract as presented between the City of Ferris and Stantec for consulting services in an amount not to exceed \$50,000.00.

**PROFESSIONAL SERVICES AGREEMENT
WITH THE CITY OF FERRIS, TEXAS**

This Professional Services Agreement (“Agreement”) is made by and between the City of Ferris, Texas, a municipal corporation located in Dallas County and Ellis County, Texas (“City”), and Stantec (“Professional”), referred to herein collectively as the “Parties” and singularly as a “Party,” acting by and through the Parties’ authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render professional services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I

Employment of Professional

Professional will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of Professional’s profession, both public and private, currently practicing in the same locality under similar conditions, including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Professional is representing that it has special expertise in one or more areas to be utilized in the performance of this Agreement, then Professional agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

Article II

Term

2.1 The term of this Agreement shall begin on the last date of execution hereof by the Parties (the “Effective Date”) and shall continue until completion of the services provided by Professional to the City under this Agreement.

2.2 Professional may terminate this Agreement by giving thirty (30) days prior written notice to the City. In the event of such termination by Professional, Professional shall be entitled to compensation for services satisfactorily completed in accordance with this Agreement prior to the date of such termination.

2.3 The City may terminate this Agreement by giving ten (10) days prior written notice to Professional. In the event of such termination by the City, Professional shall be entitled to compensation for services completed in accordance with this Agreement prior to the date of such termination. Upon receipt of such notice from the City, Professional shall immediately terminate working on, placing orders, or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement.

Article III
Scope of Services

3.1 Professional shall perform the services specifically set forth in *Exhibit A*, attached hereto and incorporated herein by reference, entitled "Scope of Services."

3.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

Article IV
Schedule of Work

4.1 Professional agrees to commence services upon written direction from the City and to complete the tasks set forth in *Exhibit A*, Scope of Services, in accordance with a work schedule established by the City ("Schedule"), which is attached hereto and incorporated as *Exhibit A*.

4.2 In the event Professional's performance of this Agreement is delayed by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided, and the City shall determine whether to authorize any increase in fee or price, or to authorize damages or additional compensation as a consequence of such delays, within a reasonable time after receipt of Professional's request.

4.3 No allowance of any extension of time, for any cause whatsoever, shall be claimed or made by Professional, unless Professional shall have made written request upon the City for such extension not later than five (5) business days after the occurrence of the cause serving as the basis for such extension request, and unless the City and Professional have agreed in writing upon the allowance of such additional time.

Article V
Compensation and Method of Payment

5.1 The City shall pay Professional for the services specifically as set forth in *Exhibit A* by payment of a fee not to exceed the total amount of FIFTY THOUSAND DOLLARS (\$50,000.00).

5.2 Professional shall submit to the City an invoice supporting the amount for which payment is sought. Each invoice shall also state the confirmation and evidence of work completed

on the Project through the end of the then submitted billing period, the total of the current invoice amount, and a running total balance for the Project to date.

5.3 Within thirty (30) days of receipt of each such monthly invoice, the City shall make payments in the amount shown by Professional's approved invoice and other documentation submitted.

5.4 Professional shall be solely responsible for the payment of all costs and expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet, e-mail, and postage charges, except as set forth in *Exhibit A*.

5.5 Nothing contained in this Agreement shall require the City to pay for any services that are unsatisfactory as reasonably determined by the City or which are not performed in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which the City may have if Professional is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

Article VI

Devotion of Time, Personnel, and Equipment

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. The City reserves the right to revise or expand the scope of services after due approval by the City as the City may deem necessary, but in such event the City shall pay Professional compensation for such services at mutually agreed upon charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement. In any event, when Professional is directed to revise or expand the scope of services under this Agreement, Professional shall provide the City with a written proposal for the entire costs involved in performing such additional services. Prior to Professional undertaking any revised or expanded services as directed by the City under this Agreement, the City must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

6.2 It is expressly understood and agreed to by Professional that any compensation not specified in this Agreement may require approval by the City Council of the City of Ferris and may be subject to current budget year limitations.

6.3 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

6.4 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII
Relationship of Parties

7.1 It is understood and agreed by and between the Parties that in satisfying the conditions and requirements of this Agreement, Professional is acting as an independent contractor, and the City assumes no responsibility or liability to any third party in connection with the services provided by Professional under this Agreement. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent, servant, representative, or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner, means and methods by which Professional's services are to be performed, subject to the terms of this Agreement. As such, the City shall not train Professional, require Professional to complete regular oral or written reports, require Professional to devote his full-time services to the City, or dictate Professional's sequence of work or location at which Professional performs Professional's work, except as may be set forth in *Exhibit A*.

Article VIII
Insurance

8.1 Before commencing work, Professional shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the State of Texas and acceptable to the City. Professional shall furnish to the City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates, and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Ferris, Texas
100 Town Plaza
Ferris, Texas 75125

A. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$500,000 per occurrence, \$500,000 Products/Completed Operations Aggregate, and \$500,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

B. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: 1) by accident, \$100,000 each accident, and 2) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

C. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$500,000 per occurrence.

D. Professional Liability Insurance to provide coverage against any claim that Professional and all professionals engaged or employed by Professional become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act, with minimum limits of \$1,000,000 per claim, \$1,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for no fewer than thirty-six (36) months following completion of this Agreement and acceptance by the City.

E. ~~¶~~The total liability in the aggregate of the Professional for any and all claims of the City shall be limited to \$250,000 the above-stated policy limits.- Neither party shall be liable for indirect or consequential damages.

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8.2 With reference to the foregoing required insurance, Professional shall endorse applicable insurance policies as follows:

A. A waiver of subrogation in favor of the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

B. The City, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader .

C. All insurance policies shall be endorsed to the effect that the City will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.

8.3 All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

Article IX
Right to Inspect Records

9.1 Professional agrees that the City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Professional involving transactions relating to this Agreement. Professional agrees that the City shall have access during normal working hours to all necessary Professional facilities and shall be provided adequate and appropriate work space to conduct audits in compliance with the provisions of this section. The City shall give Professional reasonable advance notice of intended audits.

9.2 Professional further agrees to include in subcontract(s), if any, a provision that any subcontractor agrees that the City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further, that the City shall have access during normal working hours to all such subcontractor facilities and shall be provided adequate and appropriate work space, to conduct audits in compliance with the provisions of this section. The City shall give any such subcontractor reasonable advance notice of intended audits.

Article X
Miscellaneous

10.1 Entire Agreement. This Agreement and any and all Exhibits attached hereto constitutes the sole and only agreement between the Parties and supersedes any prior or contemporaneous understandings, written agreements or oral agreements between the Parties with respect to the subject matter of this Agreement.

10.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

10.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

10.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10.5 Governing Law and Exclusive Venue. The laws of the State of Texas shall govern this Agreement, and exclusive venue for any legal action concerning this Agreement shall be in a District Court with appropriate jurisdiction in Dallas or Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10.6 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

10.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Survival of Covenants and Terms. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination,

including, but not limited to this Article X, and, in particular, Sections 10.13, 10.14, 10.17 and 10.18.

10.9 Recitals. The recitals to this Agreement are incorporated herein.

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10.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Trudy Lewis
Interim City Manager
City of Ferris, Texas
100 Town Plaza
Ferris, Texas 75125

If intended for Professional:

Ms. Shai Roos
Municipal Planning Manager
Stantec
12222 Merit Drive Suite 400 Dallas TX 75251-2268
Phone: (972) 991-0011
Cell: 817-368-2901
Shai.Roos@stantec.com

10.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of, the Parties hereto.

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10.12 Exhibits. The Exhibits attached hereto are fully incorporated herein and made a part hereof for all purposes.

10.13 Professional's Liability. Acceptance of the Project Documents by the City shall not constitute or be deemed a release of the responsibility and liability of Professional, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by the City for any defect in the Project Documents or other documents and work prepared by Professional, its employees, associates, agents or sub-consultants.

10.14 Indemnification. PROFESSIONAL AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, ~~CLAIMS, SUITS,~~ COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION), AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OF THE CITY). ~~IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, PROFESSIONAL, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN THIS SECTION IS LIMITED BY, AND TO BE READ AS BEING IN COMPLIANCE WITH, THE INDEMNITY SPECIFIED IN § 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.~~

10.15 Conflicts of Interests. Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement. Any misrepresentation by Professional under this section shall be grounds for termination of this Agreement and shall be grounds for recovery of any loss, cost, expense or damage incurred by the City as a result of such misrepresentation.

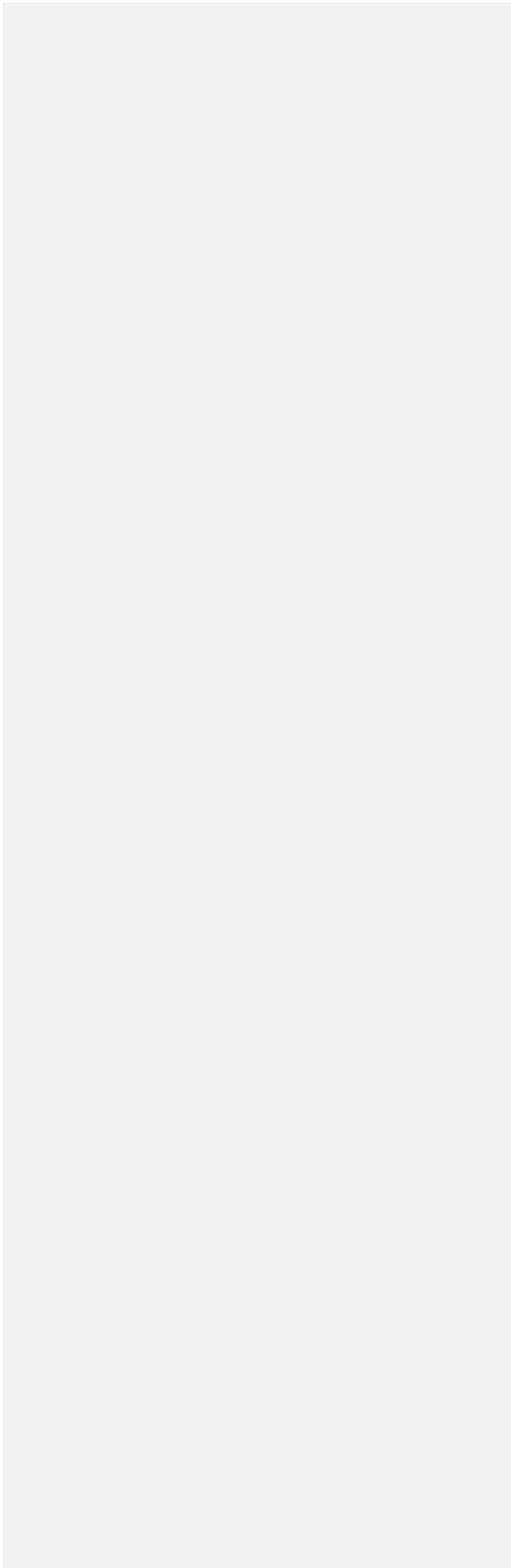
10.16 Default. If at any time during the term of this Agreement, Professional shall fail to commence the services in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, or fail to use an adequate number or quality of personnel to complete the services or fail to perform any of Professional's obligations under this Agreement, then City shall have the right, if Professional shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy due to Professional's nonperformance under this Agreement, the cost to City to complete the services to be performed under this Agreement is in excess of that part of the contract sum which as not theretofore been paid to Professional hereunder, Professional shall be liable for and shall reimburse City for such excess costs.

10.17 Confidential Information. Professional hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of Professional's obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Professional shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for Professional's own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning the City, its affiliates and subsidiaries, and all oral and written information concerning the City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilations, studies or other documents, whether prepared by Professional or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such information that is or becomes generally available to the public other than as a result of disclosure to Professional, or is required to be disclosed by a governmental authority under applicable law.

10.18 Remedies. No right or remedy granted or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each right or remedy shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

10.19 No Third-Party Beneficiary. For purposes of this Agreement, including the intended operation and effect of this Agreement, the Parties specifically agree and contract that: (1) this Agreement only affects matters between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with the City or Professional or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the City or Professional.

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EXECUTED this _____ day of _____, 2016.

CITY OF FERRIS, TEXAS,
A Texas general-law municipality;

~~Michael Micheal~~ Driggars, Mayor

ATTEST:

Callie Green, City Secretary

EXECUTED this ____ day of September, 2016.

PROFESSIONAL: STANTEC

By: _____
Name: Shai Roos
Title: Municipal Planning Manager, Stantec

Exhibit A

Scope of Services / Schedule

The following constitutes the Scope of Services to be provided by Professional to the City of Ferris for Fiscal Year 2016-17:

1. Meetings
 - a. Consult with city staff remotely on Economic Development related inquiries and assist city staff in establishing the project viability of potential development prospects via phone/skype/e-mail as needed;
 - b. Meet with and assist City staff to negotiate development with viable development prospects as needed;
 - c. Attend 4A Economic Development Board, 4B Economic Development Board, and Main Street Board meetings to provide project status updates and reports for the four projects mentioned below in this scope of services;
 - d. Attend City Council meetings quarterly to provide status presentations;
 - e. Provide quarterly written project status reports to the City Manager.
2. Conduct a Strategic Forecasting Session (due by November 30, 2016)
 - a. To include the members of City Council, 4A Economic Development Board, 4B Economic Development Board, Main Street Board, and city staff as designated by the City Manager. All food, space, and other incidental costs will be paid by the City.
 - b. Establish Economic Development work plans for each board that are aligned to the collective vision of the City of Ferris and compliment one another's efforts.
3. Create Economic Development Incentives Guidelines (due by January 30, 2017) inclusive of:
 - a. Goals and Objectives
 - b. Eligibility Criteria
 - c. Recommended type of incentives
 - d. Application template
 - e. Workflow for processing applications from intake to final award
 - f. Template for recipient reporting for each recommended incentive
4. Create a Development Strategy for Downtown (due by March 30, 2017) including:
 - a. Creation of a marketing strategy with implementation steps.
 - b. Redesign of the Façade Improvement Grant Program to align with targeted development in the downtown area.
5. Create a Development Strategy for the I-45 Corridor (due by May 31, 2017) including:
 - a. Establishment of the corridor boundaries.
 - b. Asset inventory for all property within the corridor.
 - c. Determination of target markets and industries.
 - d. Creation of a marketing strategy with implementation steps for the corridor.

Payment to Stantec for Services

The total cost for the provision of services under this Agreement rendered by Professional to the City, as outlined above, is FIFTY THOUSAND DOLLARS (\$50,000). Payment by the City to Professional for initial consultation shall be made at the effective date of the contract in the amount of TEN THOUSAND DOLLARS (\$10,000). Payment by the City to Professional for each of the four individual projects as identified above shall be made upon the successful completion, as reasonably determined by the City, of each project in equal payments of TEN THOUSAND DOLLARS (\$10,000). The City shall pay for each completed project within 30 days from the date of invoice receipt.

~~The total cost for the provision of services under this Agreement rendered by Professional to the City, as outlined above, is FIFTY THOUSAND DOLLARS (\$50,000.00). Payment by the City to Professional for each of the four individual projects as identified above (Nos. 2 through 5) shall be made upon the successful completion, as reasonably determined by the City, of each project in equal payments of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500). The City shall pay for each completed project within 30 days from the date of invoice receipt.~~

Rural Volunteer Fire Department Assistance Program Guidelines for Grant Assistance - Fire Equipment & Computers

Responsibilities of the fire department following notice of grant approval:

1. Purchase the approved item or items.
2. Provide the Texas A&M Forest Service with copies of all vendor invoices and copies of all checks or credit card statements.
3. Please fax to (979) 845-6160.
4. Grants for fire equipment will expire 6 months from the approval date.
5. Grants for computers will expire 6 months from the approval date.

Special Note:

Fire Equipment includes entry tools, hoses, nozzles, portable tanks, portable pumps, etc. It does not include communications equipment or PPE.

Equipment or services purchased prior to the award date are ineligible for grant assistance under this program.

If an individual item is valued at \$5,000 or greater, it must be inspected by a TFS agent before a grant reimbursement may be issued.

Computer grants include desktop or laptop computer systems. I-pads and tablet computers are not eligible for grant assistance.



Structural - Personal Protective Equipment (PPE) Guidelines

Complete list of eligible items.

- 🔥 Bunker Coat
- 🔥 Bunker Pant
- 🔥 Structural Boots
- 🔥 Structural Helmet
- 🔥 Structural Goggles
- 🔥 Structural Hood
- 🔥 Structural Gloves
- 🔥 Structural Suspenders
- 🔥 Ear/Neck/Face Protectors (Shrouds)
- 🔥 Visors
- 🔥 Gear Bags

Note:

- Only the items listed above are eligible for cost-share reimbursement.
- Structural PPE must meet the current NFPA requirements.



Personal Protective Equipment (PPE) Reimbursement Process

Upon receipt of the approval letter, grant recipients may purchase through the TFS Firesafe Program or a private vendor. TFS will reimburse 90% of the cost of Structural PPE up to the specified amount shown on the approval letter.

Procedure for TFS Firesafe Purchases:

The Firesafe Program provides customers with the advantage of paying only 10% of the total, up to the award maximum.

Step 1. Complete the Firesafe Order Form (Please denote cost-share on the form)

Step 2. Submit a copy of the following:

- Grant Approval Letter
- Method of Payment (Check, Money Order, Purchase Order)
 - The department is responsible for paying 10% of the order total, including the shipping and handling and any amount the department owes over the 90% maximum cost share award.
 - If your department submits a purchase order, you will receive an invoice from TFS. Please send a copy of the invoice with your method of payment.

Note:

- Departments receiving approvals for both Wildland and Structural PPE must submit a separate order form for each and provide separate methods of payment.
- Departments submitting an order for approved and non-approved items should submit two separate order forms.
- **The current catalog can be found at the link below:**
Firesafe Catalog

Procedure for Vendor Purchases:

Step 1. Purchase equipment after receiving notice of approval.

Step 2. Submit a copy of the following:

- Grant Approval Letter
- All paid vendor invoice(s)
- Proof of payment (copies of all checks or credit cards statements)

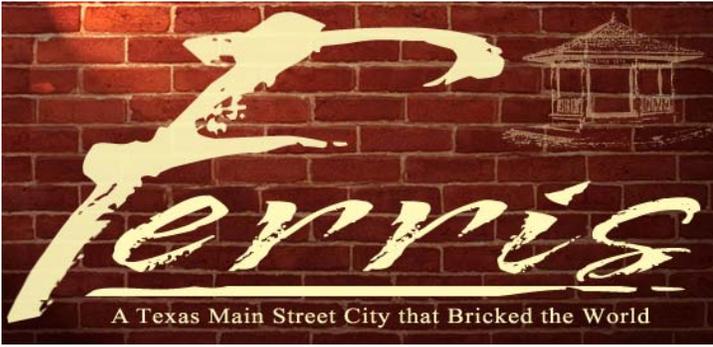


City of Ferris

AGENDA ITEM REPORT

Meeting Date:	October 17, 2016
Department:	Ferris Police Department
Submitted By:	E. Salazar
Previously Reviewed By:	
Item Type:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action
Budgeted Expense:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

Attachments:
See power point presentation regarding exclusive towing contract discussion.
Discussion / Justification:
Recommendation / Staff Comments:
Motion(s):



Memorandum

All Concerned,

Currently, the Ferris Police Department utilizes a wrecker rotation list for all towing services. The waiting times for a tow truck to respond once they have been called varies between 30 minutes to 1 hour. The time spent waiting for a wrecker is crucial. This means that officers have no choice but to wait, often times on the shoulder of the road and more often than not, with a prisoner in the back seat of their patrol car.

The Ferris Police Department wrote in excess of 3400 citations during Fiscal Year 2016. Approximately 85 vehicles were towed for one reason or another. I anticipate FY17 will be even busier due to a recent directive from me to the officers that any vehicles without proof of valid insurance and or a licensed driver must be towed from the scene. This action reduces civil liability for the City of Ferris, by ensuring that uninsured motor vehicles and or unlicensed drivers are prevented from operating a motor vehicle within the City of Ferris.

I recommend that the City of Ferris establish a contract with one particular towing company for all wrecker/towing services for non-consent tows and all towing requests made by the city police, fire, and code enforcement departments.

I am looking at the legalities of bidding and securing a towing contract with one towing company for all of the above mentioned services.

I will keep you posted as my research progresses. With your approval, I will report my findings to the Ferris City Council at the end of the bidding process.

Sincerely,

E. Salazar

Chief

EXHIBIT A

**CONTRACT BY AND BETWEEN
THE CITY OF FERRIS, TEXAS AND _____ WRECKER SERVICE
FOR WRECKER/TOWING SERVICES**

This agreement is entered into between the City of Ferris, Texas, a Type-A city (hereinafter referred to as (“City”), and _____ Wrecker Service (hereinafter referred to as “Operator”), for the operation of wrecker and towing services and storage facilities for the City of Ferris Police Department (hereinafter, “Agreement”). Whereby in consideration of the mutual covenants and stipulations hereinafter expressed, the parties to this Agreement agree to the following terms and conditions.

1. AGREEMENT

The City and the Operator agree that operation of a private wrecker service and exclusive towing rights for service calls originated by an authorized representative of the City for tow service within the city limits. No exclusive rights are granted as to private requests for tow service, referred to herein as “private pulls”.

2. DURATION / TERMINATION

A. The term of this Agreement shall be for a period of three (3) years, commencing on the last date of execution hereof (the “Effective Date”), unless sooner terminated as provided herein. Notwithstanding a significant change of scope, this Agreement may be extended for one (1) additional three (3) year period upon City’s written notice to Operator at least thirty (30) days prior to the expiration of the initial term.

B. The City operates on a fiscal year that ends on September 30th. Notwithstanding anything contained in this Agreement to the contrary, all the financial obligations of the City pursuant to this Agreement are subject to appropriations for each budget year during the term of this Agreement. In the event no funds or insufficient funds are appropriated or budgeted for the intended uses, the Payments due under this Agreement, or any other financial obligation of City pursuant to the Agreement, the City will immediately notify Operator of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received, except as to the portions of Payments herein agreed upon for which funds shall have been so appropriated and budgeted.

C. Notwithstanding the foregoing, if Operator should: 1) fail to comply or fail to continue to comply with respect to any of its obligations hereunder (default) and should fail to cure such default within thirty (30) days after the City delivers written notice thereof detailing such noncompliance, or 2) become insolvent or make any assignment for the benefit of creditors, the City may terminate this Agreement and pursue all legal remedies as provided by law. The City may terminate this Agreement for any other cause upon thirty (30) days written notice to Operator.

3. REQUIREMENTS OF THE OPERATOR

A. Equipment:

EXHIBIT A

1. Operator shall at a minimum maintain the following equipment:
 - (a) Two (2) one-ton or above dual wheel wrecker with a hydraulic boom and wheel lifts;
 - (b) Two (2) flat / tilt-bed wrecker, one-ton or above, dual wheel;
 - (c) One (1) single rail motorcycle trailer;
 - (d) One (1) heavy duty wrecker and/or crane.
2. The Operator shall be responsible for providing and maintaining all equipment necessary to provide towing services as required by this agreement. All towing equipment must meet all requirements of the State law that governs the operations of such vehicles, as amended, approved by the Texas Department of Transportation. Wreckers must be clearly identifiable as required by State of Texas statutes
3. Operator shall submit to the City within ten (10) days of execution of this Agreement a detailed list of equipment to be used in fulfilling this Agreement. Such list must state size, make, model, license plate number, tow-tag number, and any pertinent description and color photographs of all equipment. Operator shall notify City within twenty-four (24) hours any time there is a change in the listed equipment.
4. Each wrecker shall be required to have dual rear wheels and have at least one (1) ton load capacity. In addition, each wrecker shall be equipped with the following miscellaneous equipment:
 - (a) fire extinguisher;
 - (b) tow bar;
 - (c) towing dollies;
 - (d) safety chains;
 - (e) broom;
 - (f) shovel;
 - (g) wrecking bar;
 - (h) motorcycle slings;
 - (i) sand/absorbing material;
 - (j) flags;
 - (k) flares; and
 - (l) jack stand.
5. Each wrecker shall be equipped with a commercial high band two-way radio and a back up means of communication so that communication can be made with the Police Department.

B. Personnel:

1. Operator shall furnish to the City within five (5) business days a continually updated list of personnel data, including fingerprint cards and photographs of all employees in the Operator's employment as of the effective date of this Agreement. Operator shall update said list as employees are hired or as employment is terminated for any reason.

EXHIBIT A

2. Operator and employees shall be in compliance with State laws and regulations concerning licensing and registration of all vehicles and drivers.
3. Operator shall operate all vehicles in conformance with State traffic laws.
4. Operator's personnel shall not imply that he/she is an employee of the City of Ferris.
5. The Operator shall furnish the City with one (1) telephone number to be maintained and answered twenty-four (24) hours a day and sufficient personnel to perform Operator's obligation with this Agreement. In addition, the Operator shall have and maintain internet or another service type to obtain verified information from the State on titles, ownership, and other appropriate information.
6. The Operator agrees to provide the necessary personnel to be available on a twenty-four (24) hour basis, seven (7) days a week, including weekends and holidays, for the towing, release, and handling of all vehicles. The Operator will provide, under their supervision, the opportunity for vehicle owners to remove items from their cars, and for appraisals and photographs by insurance agents and body shop specialists.

C. Facilities:

1. The Operator will provide office, cashiering, and storage facilities within the city limits of _____ or as designated and approved. The facilities for the operator are located at _____, TX 75____. The impound site must meet the criteria as specified under State licensing procedures established by the Texas Department of Transportation. The Vehicle Storage Facility license shall remain valid throughout the duration of this Agreement.
2. Operator shall maintain, within the corporate limits of the City of _____ or another approved site that is within five (5) miles of the city limits, a vehicle storage facility that is regulated, permitted and inspected by the State of Texas as required in the Texas Transportation Code and shall remain during the term of this Agreement in total compliance with said regulations which are material provisions of this Agreement. The City may inspect, without prior notification, the storage facility at any time.
3. The Operator shall keep and maintain the impound site in an adequately lighted, safe and secure manner and shall adequately protect all vehicles located therein. A current security system and a plan for keeping vehicles and records secure shall be maintained in place during the term of this Agreement.

EXHIBIT A

4. FEE SCHEDULE / ALLOWABLE CHARGES / RATES

A. The “Fees Schedule for Wrecker Service” are attached hereto as Appendix A (*Proposal Schedule*) and incorporated for all purposes as if fully set forth herein. All fees and charges for wrecker services shall be as set forth in Appendix A and shall be effective for the first two (2) years of the Agreement and then may be increased during year three (3) of the Agreement based on Dallas/Fort Worth Consumer Price Index.

B. If the Department responds to an accident or disabled vehicle and the vehicle and the vehicle owner or operator request such service, it shall be a private request for service and shall be billed to the vehicle owner at rates not to exceed those stated in Appendix A. Should the towing extend beyond the Red Oak city limits, the Operator may charge a mileage fee not to exceed those stated in Appendix A. The odometer of the wrecker shall serve as the mileage indicator. The owner or operator of the vehicle must be advised of the fees before the final hook-up of the wrecker is made.

C. The storage fee charged by the Operator for any given vehicle stored pursuant to this Agreement may not exceed the daily rate, plus tax, as stated in Appendix A. The daily rate may be charged for each full day of storage as designated by statute.

D. All monetary transactions for storage and tow fees will be the responsibility of the Operator. The City will not be involved in the exchange of money between the Operator and vehicle owners.

E. The Operator may recover any tow and storage fees in accordance with applicable State law.

F. Operator shall provide towing services for all City vehicles at no charge within the city limits of Red Oak and at a reduced rate of fifty percent (50%) of the quoted standard towing fee that applies to such service outside the city limits of Red Oak.

G. Operator, upon execution of this Agreement, will remit to the City of Ferris an administrative fee per vehicle impounded at the rate established in Appendix A. Said fee shall be paid by the 5th day of each calendar month to:

Ferris Police Department
Attn: Wrecker Contract
111 Ewing Street
Ferris, Texas 75125

H. In the event the Ferris Police Department conducts a seizure of a vehicle or places an administrative hold on the release of a vehicle, Operator shall store the vehicle until all court proceedings or applicable procedures have been completed, and the subject vehicle shall be released by to the Ferris Police Department with no charges other than the return of the administrative fee.

I. Operator shall post fee schedule at the operator’s location and on its internet site pertaining to this Contract for public access.

5. IMPOUNDMENT AND RELEASE

A. The Operator agrees to tow all vehicles in a safe, secure and efficient manner.

B. Operator shall not release any vehicles with a Ferris Police Department hold without written authorization for the Chief of Police or designee. The Operator must comply with all procedural rules and regulations regarding release of vehicles.

6. RECORDS AND REPORTS

A. The Operator will keep and maintain a complete and updated records file of all vehicles towed at the request of the City from locations within or outside the corporate city limits of the City, as prescribed by the Ferris Police Department to be available at their request. Such records will include, but are not limited to:

- Date and Time vehicle was towed;
- Location vehicle was towed from;
- Make, model , and year of the vehicle towed;
- State and License number of the vehicle towed;
- Motor Vehicle Identification Number of the vehicle towed;
- A general description of the vehicles overall condition and a list of any body damage or missing equipment;
- Time of vehicle inventory.

B. Operator shall complete all necessary and statutorily required notifications required of a Vehicle Storage Facility under State law and shall accurately maintain all records of operation reflecting the services rendered subject to review by the City during regular business hours. Operator shall communicate with and handle all insurance company, lien holder and vehicle owner queries of towed and stored vehicles in a courteous and professional manner. The City shall maintain accurate records of all vehicles impounded.

C. The City reserves the right to conduct an inventory of all records, books and receipts relative to the operation of the towing and vehicle storage facility under this Agreement at any reasonable time. Furthermore, the Operator will be responsible for any additional documentation or reporting as directed by the City.

D. For purposes of this Agreement, the term “vehicle” refers to motor vehicles, watercrafts, or outboard motors or pieces/parts of said equipment. Upon impoundment of a vehicle, the Operator shall give notice of impoundment to the last registered owner and all lien holders of the vehicle, in accordance with applicable state law. If the vehicle is not reclaimed, the vehicle may be sold at public auction, in accordance with applicable state law. The Operator shall furnish to the City satisfactory evidence of compliance with this requirement.

E. The Operator shall follow all processes as required by law, including any changes to the law that occur during the term or extension of this contract.

EXHIBIT A

7. RESPONSE TIME; DELAYED SERVICE

A. Response time for wrecker service shall not exceed twenty (30) minutes per request for service. Operator must maintain at least a ninety-five percent (95%) accuracy rating in regards to the timing for wrecker service. This rating does not include inclement weather events.

B. In the event Operator cannot fulfill time limits as provided herein after notification by City, or in the event Operator fails to answer the incoming service call from the City within sixty (60) seconds, City reserves the right to use other means to employ other wrecker services to complete the services to the City and Operator shall reimburse the City the amount of fees charged for this substitution, which may exceed the charges provided in this Agreement.

8. RELOCATING / MOVING VEHICLES

A. The Operator will relocate vehicles as requested by the Ferris Police, Fire, and Code Enforcement Departments as required in the event of a public safety emergency for a fee as established in Appendix A.

B. The Operator agrees to move vehicles for the Ferris Police, Fire, or Code Enforcement Department crime scene or investigative processing at no charge. Vehicles will be held in the agreed upon storage/impound lot.

9. OPERATOR RESPONSIBILITY

A. Operator shall operate wreckers and towed vehicles in a safe and secure manner.

B. When directed by the City's authorized representative, Operator will remove from the public streets, right-of-way, or other public property or places, all vehicles which have been involved in arrests, collisions or are abandoned or are seized pursuant to the all federal, state, or local laws and ordinances. Unless otherwise directed by the City representative on the scene, Operator shall tow all such vehicles to the Operator's vehicle storage facility.

C. Operator shall be responsible for routine clean-up of accident scenes including the removal of all debris and absorbing material following each accident, whether there is a towing of a vehicle or not. Routine clean-up includes debris and moderate amounts of automotive fluids. Larger clean-ups that involve additional personnel will be handled by City crews or another appropriate agency as deemed necessary by the City representative on the scene.

D. The Operator will provide the driver or owner of the vehicle towed a written statement of the towing charges and storage fees, as well as the address and telephone number of the storage facility.

E. Upon "hook-up" of a vehicle, Operator accepts any and all liability for towing, storage and safe-keeping. However, should there be an impoundment by the Ferris Police Department as a result in error (i.e., erroneous arrest, confirmation of warrants, etc.), upon

EXHIBIT A

receiving notification from the Chief of Police or designee on department letterhead, Operator shall release the vehicle back to the party named on the release at no charge and Operator shall not owe any administrative fee for that vehicle.

F. The Operator will assume complete responsibility for any claim of property loss, damage or bodily injury, which may directly or indirectly rise from the Operator's performance under the terms of the Agreement.

10. DAMAGED VEHICLES

A. If and when it becomes necessary in any manner to disconnect, tamper with or damage the gear, emergency brake, or any other part of a vehicle before towing, Operator shall, on termination of the tow, repair or put such vehicle back in its original condition at Operator's expense. Operator shall document such incidents and present the same to the Chief of Police or designee.

B. Operator shall notify the City of any litigation involving damage or loss to a vehicle that is pulled or impounded under this Agreement.

C. Upon receiving a complaint from any source concerning claimed damage to a vehicle or its contents towed by Operator pursuant to the provisions hereof, Operator shall submit a written report to the Chief of Police or designee within twenty-four (24) hours after receipt of such complaint. Such report shall contain all facts pertinent to the claim or complaint presented.

11. SOLICITATION

A. The Operator shall not to solicit in any way, personal or private business from owners of impounded vehicles, which are stored at the storage facility.

B. Under no circumstance shall the Operator suggest or solicit any particular garage or repair shop to the owner or person in charge of the vehicle.

12. SALE /AUCTION OF IMPOUNDED OR ABANDONED VEHICLES

A. Operator is responsible for the sale and/or disposal of any abandoned and/or junked vehicles and equipment in accordance with Chapter 683 of the TEXAS TRANSPORTATION CODE. Section 683.001 *et seq.*, TEX. TRANS. CODE. All items must be handled in accordance with said statutes. This includes notice to lien holders, last known owner and required forms as required by law. Auctions shall be held as permitted by law and in accordance with State law.

B. Any vehicle impounded under the provisions of this Agreement may be sold at public sale under the provisions of State law whether or not the vehicles were towed under this Agreement and Section 12A of this Agreement. This requirement only affects vehicles that were impounded or abandoned under this Agreement.

EXHIBIT A

C. Employees of Operator, the City or of the third-party auctioneer shall not be permitted to bid at any auctions held under this Agreement.

13. SUBCONTRACTORS; ASSIGNMENT

A. Operator may, upon approval by City, enter into subcontracts for the performance of services herein, including but not limited to provision of equipment or towing services within certain designated service areas within the City. Request for approval of subcontractors, equipment, and contract service areas must be submitted in writing to the City. The City shall respond to such request within ten (10) business days of the receipt of such requests. To be considered for approval, all subcontractors must be qualified as to all the provisions of this Agreement, and must comply with all applicable State and local laws and ordinances of the City. Approval of subcontractors shall not relieve the Operator of its responsibilities hereunder.

B. All subcontractors approved by City shall use the agreed upon storage facility.

C. It is understood and agreed that the Operator shall not assign, sublet, or transfer any rights or duties under the terms of this Agreement without the approval of an authorized representative of the City.

14. NOTICE

All notices required by this Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

CITY:

City of Ferris
City Manager
100 Town Plaza
Ferris, Texas 75125

OPERATOR:

Name: _____
Address: _____

15. INDEMNITY, DISCLAIMER AND INSURANCE REQUIREMENTS

A. CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY OPERATOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE OPERATOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF OPERATOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE

EXHIBIT A

PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS AN INDEMNITY EXTENDED BY OPERATOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE OPERATOR'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

B. The Operator will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Operator shall obtain and file with City a Certificate of Insurance evidencing the required coverage. Insurance Requirements for the City of Red Oak shall be as follows:

Commercial General Liability: \$1,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal and Advertising Injury, General Aggregate and Products - Completed Operations Operation. This policy shall have no coverage removed by exclusions.

Automobile Liability: \$1,000,000.00 combined single limit per accident/occurrence for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

Workers' Compensation and Employers' Liability: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Contract.

Cargo: \$50,000.00 per occurrence

Garage Keepers Liability: \$50,000.00

Other Insurance Provisions:

- (1) The City be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
- (2) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
- (3) Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
- (4) Certificates of Insurance and Endorsement effecting coverage by this section shall be forwarded to:

EXHIBIT A

City of Ferris
ATTN: Chief of Police
100 Town Plaza
Ferris, Texas 75125

(5) Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

C. In claims against any person or entity indemnified under this Paragraph 15 by an employee of the Operator, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 15 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Operator or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

16. AMENDMENT

This Agreement may only be amended by the written mutual agreement of the parties.

17. SEVERABILITY AND WAIVER

If any of the term, provisions, or conditions of this Agreement or the application thereof to any circumstances shall be ruled invalid or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby, and each of the other terms, provisions, and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. A waiver regarding a breach of any term, provision, or condition of this Agreement given by either party shall be effective only in that instance, shall not be construed as a bar or waiver of any right on any other occasion, and shall not act as a waiver of any other breach of this Agreement or any same or similar breach which may occur in the future.

18. GOVERNING LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be in Ellis County, Texas.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

[Signature Page to Follow]

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

_____ **WRECKER SERVICE**

CITY OF FERRIS, TEXAS

_____, Owner

Micheal Driggars, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

Kent Hoffmeister, City Attorney

	Category	Tow Pro	24 Hour	D&W
I. QUALIFICATIONS OF PERSONNEL AND MANAGEMENT (20) POINTS	1. Management			
	2. Emoloyee Safety, Training & Management			
	3. Drivers, Dispatchers and Other Employees			
	Subcategory Total			
II. SERVICES REQUIREMENTS (25 Points)	1. Business Plan			
	2. Customer Service complaints & damage claim procedures			
	3. Customer Services Inquires			
	4. Civil Suits / Claims			
	Subcategory Total			
III. FACILITY & EQUIPMENT REQUIREMENTS (25 Points)	1. Office Area			
	2. Storage			
	3. Police Holds			
	4. Trucks			
	Subcategory Total			
IV. PRIOR EXPERIENCE (15 Points)	Prior Experience			
	Subcategory Total			
V. REFERENCES (5 Points)	RFP Response Attachments (PF:44-46)			
	Subcategory Total			
VI. FINANCIAL VIABILITY (10 Points)	RFP Attachments (PF:29)			
	Subcategory Total			
	Grand Total			

TOW RFP SCORING SHEET - 2016

Name of Proposer

I. QUALIFICATIONS OF PERSONNEL AND MANAGEMENT (20 Points)

1. Management

Score 1 – 5 _____

- Number of Employees
- Experience and Performance History
- Tenure with Company
- Level of Training
- Appearance
- Customer Service Skills

General Comments:

Site Visit:

2. Employee Safety, Training and Management

Score 1 – 5 _____

- Written Injury and Illness Prevention Plan
- Safety Manual

- Written Hazmat Policy
- New Employee Training Plan
- Recurring Training Plan
- Work Related Fatalities
- OSHA Violation Notices
- Personnel Management Practices

Recruitment

Screening

Testing

Selecting

Training

Scheduling

Supervising

Compensation

Promoting

Disciplining

Terminating

Evaluations

General Comments:

Site Visit:

3. Drivers, Dispatchers and Other Employees

Score 1 – 10 _____

- Number Employed
- Towing Experience
- Tenure with Company
- Level of Qualification, Certification & Training
- Appearance
- Customer Service Skills

General Comments:

Site Visit:

**II. SERVICE REQUIREMENTS
(25 Points)**

1. Business Plan

Score 1 – 5 _____

- Action Plan for Achieving RFP Requirements
- Action Plan for Achieving customer satisfaction
- Action Plan for Achieving performance excellence

General Comments:

Site Visit:

2. Customer Service Complaints and Damage Claim Procedures **Score 1 – 5** _____

General Comments:

Site Visit:

3. Customer Service Inquiries **Score 1 – 10** _____

- Personal Interviews
- Survey Responses

General Comments:

Site Visit:

4. Civil Suits / Claims

Score 1 – 5 _____

- Traffic Collision
- Damage or Theft
- Personal Injury
- Employment Litigation
- Subcontractor Payment Litigation
- Claims against Government Entity
- Outstanding Judgments / Liens
- Damage or Loss Reports

General Comments:

Site Visit:

**III. FACILITY AND EQUIPMENT REQUIREMENTS
(25 Points)**

1. Office Area

Score 1 – 7 _____

- Customer support
- Office is clearly marked
- Seating for customers
- Clean with restroom facilities
- Courtesy phone

- Business support
 - Record keeping area
 - Payment system
 - Dispatch: 24/7
 - Radio equipped dispatcher
-
- Conforms to city building/zoning codes

General Comments:

Site Visit:

2. Storage

Score 1 – 5 _____

Primary

- Yard requirements
- 5,000 sq. ft. fenced
- Paved surface
- 24/7 security with camera
- Storage area for property
- Truck storage
- Adequate parking for tow trucks
- Environmental factors

- Climate controlled building
- Segregated
- Secure
- Concrete floor
- Locked with surveillance camera
- Capable of storing two vehicles

General Comments:

Site Visit:

4. Trucks

Score 1 – 8 _____

MINIMUM EQUIPMENT STANDARDS

At its expense, **Contractor** shall acquire, provide, operate, and maintain:

- (A) **Tow units**, equipment, materials, and supplies necessary to expeditiously unlock, enter, upright, recover, separate, lift, move, and transport automobiles, motorcycles, sport utility vehicles, pick-up trucks, recreational vehicles, motor homes, buses, commercial trucks, truck tractors, semi-trailers, and combination trailers;
- (B) **Tow units** capable of sling, wheel lift, boom, and rollback towing of vehicles that are:
 - (1) Three or more axles;
 - (2) A combination of commercial trailers;

"Oversize," as defined in the Vehicle Code Sections

- Noise mitigation
- General appearance for neighborhood
- Conforms to city building/zoning codes

Secondary

- Yard requirements
- 5,000 sq. ft.
- Fenced
- Paved Surface
- 24/7 security with camera
- Environmental factors
- Noise mitigation
- General appearance for neighborhood
- Conforms to city building/zoning codes

General Comments:

Site Visit:

3. Police Holds

Score 1 – 5 _____

- Storage area
- Enclosed

- Fleet Requirements: Meets or exceeds required vehicles for type and age
- Equipment Requirements: Meets or exceeds required individual equipment
- Signage: Fleet is mark as required
- Licensing: Fleet is licensed as required

General Comments:

Site Visit

Contractor's tow trucks must carry all of the following equipment:

- (A) First aid kit;
- (B) Two (2) traffic safety vests;
- (C) Fire extinguisher (Approved 4-B, C rating or better);
- (D) Flashlight;
- (E) Five (5) reflective triangles;
- (F) Two (2) ton floor jack;
- (G) Compressed air tank;
- (H) Slim Jim or similar device for unlocking vehicles;
- (I) Pry bar and wrecking bar (large pry bar);
- (J) Sledge;
- (K) Bolt cutter;

- (L) Safety chains;
- (M) Battery booster and cables;
- (N) Extension brake and tail lamps;
- (O) Equivalent of six (6) thirty (30) minute flares;
- (P) Five (5) gallon covered trash can with absorbent;
- (Q) Five (5) gallon water container;
- (R) Five (5) gallon gas container;
- (S) Broom;
- (T) Shovel; and
- (U) Shop rags or paper towels.

**IV. PRIOR EXPERIENCE
(15 Points)**

Prior Experience

Score 1 – 15 _____

- Towing Capabilities / Responsiveness to Service Calls
- Operated Similar Towing Business Elsewhere
- Dismantle or Salvage Operation
- Experience with Other Public Agencies
- Changes in Size and Volume of Operation
- Lien Sale Experience
- Other Business Experience

General Comments:

Site Visit:

**V. REFERENCES
(5 Points)**

RFP Response Attachments

Score 1 – 5 _____

General Comments:

Site Visit:

**VI. FINANCIAL VIABILITY
(10 Points)**

RFP Attachments

Score 1 – 10 _____

General Comments:

Site Visit:

INTERVIEW

I. QUALIFICATIONS OF PERSONNEL AND MANAGEMENT

II. SERVICE REQUIREMENTS

III. FACILITY AND EQUIPMENT REQUIREMENTS

IV. PRIOR EXPERIENCE

V. REFERENCES

VI. FINANCIAL VIABILITY

TOWING CONTRACT

Discussion

Currently, the Ferris Police Department utilizes a wrecker rotation list for all towing services. The waiting times for a tow truck to respond once they have been called varies between 30 minutes to 1 hour. The time spent waiting for a wrecker is crucial. This means that officers have no choice but to wait, often times on the shoulder of the road and more often than not, with a prisoner in the back seat of their patrol car. This is an ongoing problem that affects productivity and jeopardizes officer safety as well as the safety of persons in custody.

During Fiscal Year 2015, the Ferris Police Department issued 3338 citations. We ended Fiscal Year 2016 with 3433 citations written. Approximately 85 vehicles were towed for one reason or another. I anticipate FY17 to be even busier due to a recent directive from me to the officers that any vehicles without proof of valid insurance and or a licensed driver must be towed from the scene. This action reduces civil liability for the City of Ferris, by ensuring that uninsured motor vehicles and or unlicensed drivers are prevented from operating a motor vehicle on the roads and highways within the Ferris city limits.

- FY 2016 - 4346 Traffic Stops
- FY 2016 - 3433 citations written
- FY 2016 - 85 vehicles towed for various reasons (accident, arrest, owners request, code enforcement).
- Average wrecker response time was in excess of 30 minutes. There were numerous instances of wrecker companies not answering when called by FPD dispatch. This causes an undue delay for the officers.
- FPD towing requests are anticipated to rise throughout FY17 due to uninsured vehicles being towed as well as vehicles operated by unlicensed drivers.

In order to decrease response times and increase productivity, I would like to pursue a contract with one exclusive towing company outlining our specific needs. The specific needs would include but not be limited to, a minimum response time, facility and equipment requirements as well as minimum equipment standards.

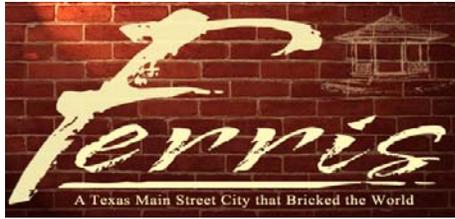
I propose that I be allowed to publish a Request for Proposals (RFP) soliciting sealed bids for wrecking and towing services. The sealed bids will then be opened at a later date to determine the most qualified bid for providing all wrecker/towing services for non-consent tows and all towing requests made by the city police, fire, and code enforcement departments.

Upon receipt of all sealed bids, the Chief of Police will then open them and begin an evaluation of the proposed vendors utilizing specific scoring criteria to ensure compliance with the bidding process and statutory requirements set forth in the Request for Bid.

The Chief of Police for the Ferris Police Department, will submit his findings as to the most qualified bid to the City Council for the City of Ferris, Texas ("City Council"). The Chief of Police will make his recommendation, based on the readily available facts provided in the Request for Proposals, the comprehensive evaluation method and specific scoring criterion utilized, that the City approve the most qualified proposal meeting our requirements.

- A towing contract with one exclusive towing service will be at no cost to the City of Ferris.
- Red Oak PD contracts with one particular towing company. They were also experiencing similar problems with the wrecker rotation system.
- Red Oak PD receives a \$25.00 per vehicle administrative fee directly from their contracted towing company. The administrative fee is paid directly to ROPD by the contracted towing company by the 5th of each month.
- The towing contract between ROPD and their towing service is a 3 year contract. However, the contract can be cancelled by either party for cause with a 30 day written notice.

Questions?

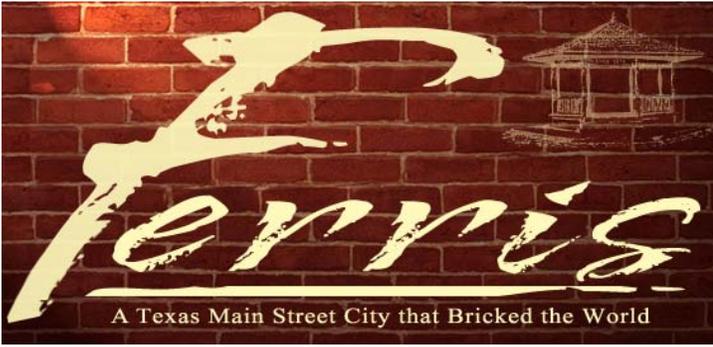


City of Ferris

AGENDA ITEM REPORT

Meeting Date:	October 17, 2016
Department:	Ferris Police Department
Submitted By:	E. Salazar
Previously Reviewed By:	
Item Type:	<input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action
Budgeted Expense:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

Attachments:
See power point presentation regarding trading (3) MP5 submachine guns in exchange for (6) AR15 patrol rifles.
Discussion / Justification:
Recommendation / Staff Comments:
Motion(s):



Memorandum

All Concerned,

The Ferris Police Department currently possesses three MP5 rifles in 9mm caliber. These weapons are capable of firing in full automatic mode. Fully automatic rifles are not suitable for use by patrol officers. This type weapon is better suited for SWAT style tactics. For this reason, I have elected not to issue them to the officers as patrol rifles. We also have three AR-15 patrol rifles in our inventory. I do not have a sufficient amount of AR-15's to issue out to all of the patrol officers. I am looking into conducting a trade with a reputable and licensed firearms dealer in order to obtain additional patrol rifles. I believe we can exchange one MP5 rifle for two AR-15's. This would give me six patrol rifles at no cost to the city. With the increase of six AR-15's, I would be able to issue patrol rifles to the entire patrol division. The officers would then be trained and certified in the use of the rifles. The training is going to be donated by a local security company at no cost to the Ferris Police Department.

With your authorization, I would like to pursue this further so that I may receive quotes from vendors. The quotes will then be presented to the city council if there is a need to, in order to finalize the trade.

Sincerely,

E. Salazar

Chief

STAG STAG-15 M2 556NATO 16" 30RD

RSR Item #: SA2



PRODUCT DESCRIPTION

Stag Arms LLC, Model 2, AR-15, Semi-automatic, 223 Rem/556NATO, 16" Barrel, Black Finish, 6 Position Collapsible Stock, 30Rd, Right Hand

PRODUCT SPECIFICATIONS

UPC Code: 898559001018	Caliber: 556NATO
Manufacturer: Stag Arms LLC	Barrel Length: 16"
Manufacturer Part #: SA2	Finish/Color: Black
Model: Model 2	Grips/Stock: 6 Position Collapsible Stock
Model: STAG-15	Hand: Right Hand
Action: Semi-automatic	Capacity: 30Rd
Type: AR	Sights: A2
Caliber: 223 Rem	

10/10/2016

hk_mp5a2.jpg (500x253)



MP-5A2MP-5A3

Caliber: 9x19mm Parabellum

Weight, empty: 2.54 kg 2.88 kg

Length: 680 mm 490 / 660 mm

Barrel length: 225 mm

Rate of fire: 800 rounds per minute

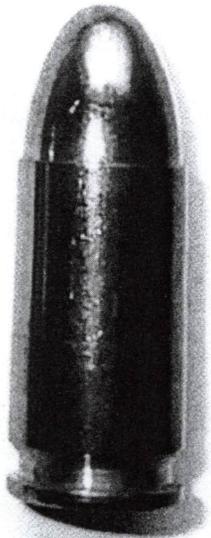
Magazines: 15 and 30 rounds

5.56 mm



AR15

9 mm



MPS

Patrol Rifle Exchange Program

This past July, our nation witnessed a horrible tragedy in our own backyard, the shooting of 5 police officers in Dallas. This event unfolded on live television and was witnessed by an entire nation, including many people sitting in this room. This horrible attack was conducted by one lone individual. This person was able to shoot 5 police officers resulting in their deaths and wounded several other officers as well. The attacker didn't single out law enforcement, he shot unarmed citizens as well. He also used an assault rifle during the attack. The officers involved in this incident were out-gunned. A suspect with an assault rifle has the potential to overwhelm officers by sheer firepower and distance. A similar attack on law enforcement occurred in New Orleans soon after the Dallas attack. This assault also resulted in the deaths of three officers.

As a result of these recent tragedies, law enforcement agencies nationwide are now issuing AR-15 patrol rifles to their officers. The AR-15 rifle shoots a 5.56 mm round and is ideal for patrol use. The 5.56 mm round is capable of engaging targets up to 200 yards away and is capable of penetrating body armor. The suspects in the recent attacks were both wearing body armor. I would like to be able to issue AR-15's to all Ferris Police Department Officers. Currently, we have three AR-15 patrol rifles in our inventory. Clearly, there are not enough AR-15's to issue out to all patrol officers. However, I have a solution to this problem. The Ferris Police Department also possesses three MP5 rifles in 9mm caliber. The MP5 rifles are capable of firing in full automatic mode. Fully automatic rifles are not suitable for use by patrol officers. This type weapon is better suited for SWAT style tactics in a close quarter scenario. This particular MP5 model is a submachine gun with a shorter barrel and fires a 9 mm round. The 9 mm round is not sufficient for engaging targets in excess of 25 – 30 yards. The 9 mm round also doesn't have the capability to penetrate body armor. For this reason, I have elected not to issue them to the officers as patrol rifles.

The MP5's are stored in a vault and are of little use to the Ferris Police Department. Using the MP5 rifles in our inventory, I am looking into conducting a trade with a reputable and licensed firearms dealer, in order to obtain additional patrol rifles. We have talked with two different licensed firearms dealers and were offered an exchange of one MP5 rifle for two AR-15 rifles. Faith Armory was one of the two dealers that we talked with. Faith Armory is a local dealer from Waxahachie. If allowed to make the exchange, I would be able to acquire six patrol rifles at no cost to the city. With the increase of six AR-15 rifles along with the three AR-15's already in our inventory, I would be able to issue patrol rifles to the entire patrol division.

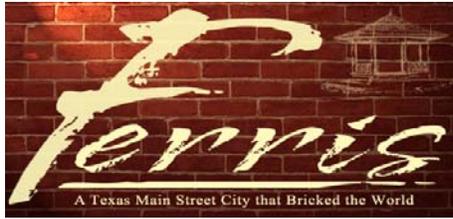
Specialized training in patrol rifle certification is mandated by TCOLE before officers can legally carry the rifles while on duty. The officers will be trained and certified in the use of the rifles at no cost to the city. The training is going to be donated by a local security company at no cost to the Ferris Police Department. The only anticipated cost will be the cost of the ammunition needed by each officer for qualification.

I propose that the Ferris Police Department be allowed to exchange the three MP5 rifles in our inventory for six AR-15 rifles. The selected vendor will file all necessary documents and forms with the ATF in order to complete the exchange in accordance with federal and state law.

The officers will not be issued the AR-15's until they have been sufficiently trained and certified to use them in accordance with TCOLE standards.

If allowed to conduct the trade, the Officers of the Ferris Police Department will be sufficiently armed, trained and ready to respond to threats similar to the deadly events previously mentioned.

Questions?



City of Ferris

AGENDA ITEM REPORT

Meeting Date:	October 17, 2016
Department:	City Manager
Submitted By:	W. Jordan
Previously Reviewed By:	
Item Type:	<input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action
Budgeted Expense:	<input type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

Attachments:
Policy
Discussion / Justification:
<p>Council has reviewed and previously taken action in approving a policy that reduced the amount of dump passes issued by the City. That policy, however, only addressed City procedures regarding residential customers. The policy before you tonight addresses our commercial customers. This policy will no longer allow commercial customers to obtain dump passes, as our commercial businesses already have access to free dumpsters. Additionally, the policy will regulate when and for how long a roll-off dumpster may be obtained. Currently, anyone with a building permit may obtain a roll-off with no other restriction. This has caused some containers to be left at residential homes for months. This policy will address that issue by placing time limits on roll-offs. It will also give a roll-off exemption for commercial accounts that generate more waste than would fit in a regular dumpster; such as ATCO.</p>
Recommendation / Staff Comments:
Staff recommends approval of this policy.
Motion(s):
I make a motion to approve the City of Ferris Landfill Pass Standard Operating Procedure: Commercial as presented.



STANDARD OPERATING PROCEDURE: LANDFILL PASS OPERATIONS

1.0 OBJECTIVE

Stated procedures for Commercial and Industrial entity's access to the landfill.

2.0 SCOPE

This standard operating procedure (SOP), approved by City Council, describes procedures for proper access to the Sky Line landfill in Ferris, specific to Commercial and Industrial entities.

3.0 POLICY

Properties zoned commercial or Industrial do not have free access to the landfill. All trash generated by these properties may be collected through a Waste Management supplied dumpster at no cost provided that the disposal amounts do not exceed 60 uncompacted yards per week for a 30 yard roll-off or 32 uncompacted yards for an 8 yard front load dumpster. . 8 Yard dumpsters will only be allowed at commercial, industrial, and multi-family properties. Roll off containers may only be approved as follows:

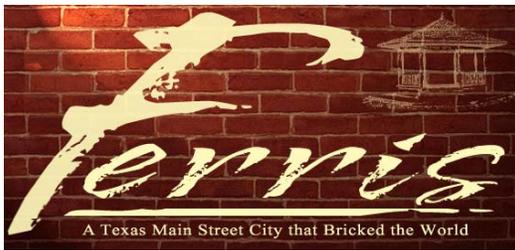
- Industrial (permanent placement) – With approval. Must demonstrate need.
- In Conjunction with Building Permits:
 - Re-Roof – 5 Days
 - Renovation/Remodel – 30 days
 - Commercial Finish-Out – 15 days
 - New Single Family – 120 days
 - New Commercial – Life of Building Permit
 - Demolition – 30 days

No renewals will be allowed.

Please contact City Hall for assistance at 972-544-2110 Monday through Friday from 8:00 am to 5:00 pm.

6.0 REFERENCES

Waste Management Contract
Dumpster Ordinance



Work Session Topics

DATE: October 17, 2016
FROM: City Manager, William Jordan
TO: Mayor and City Council

Taking on a new role as City Manager, I would like to have the opportunity to meet with the Council in a less-formalized fashion to discuss current projects/event and to get feedback from the Mayor & Council as to their priorities for Ferris.

Topics:

- Community Development Director Position
 - Combine Public Works and Building Official
 - Updated Job Description Brought to Future Meeting
- Job Descriptions
 - Scope Change
 - Pay Grade Change
 - New Position
- Update on Staff Direction
 - Current Projects and Vision
- Open Communication & Feedback
 - Understanding the Council Manager Relationship
- Input from Council
 - Projects
 - Goals
 - Needs
 - Wants