Please note: The Waxahachie City Council meeting originally scheduled for Monday, January 26, 2026, at the Waxahachie Civic Center, 2000 Civic Center Lane, Meeting Rooms A and B, has been postponed to Wednesday, January 28, 2026, at the Waxahachie Civic Center, 2000 Civic Center Lane, Meeting Rooms A and B. Such postponement, pursuant to Section 551.411 of the Texas Government Code, is due to the Winter Storm Watch/Warning issued by the National Weather Service, Fort Worth, for Waxahachie and Governor Greg Abbott's State of Emergency Winter Weather Threat. At the time of the posting of this Agenda, there existed the threat of a winter storm, moderate to heavy mixed precipitation, snow and sleet accumulations between 2 and 4 inches, extreme cold, possible ice accumulations, subzero windchills, and refreezing of roads after sunset. Further, below freezing conditions may last 65 hours or longer, according to local newscasts. It is the desire of the City of Waxahachie that its citizens continue to monitor winter weather conditions, stay off roads, especially bridges and overpasses, and make winter preparations to homes and businesses.

A G E N D A

A special meeting of the Mayor and City Council of the City of Waxahachie to be held at the Waxahachie Civic Center, 2000 Civic Center Lane, Meeting Rooms A and B, Waxahachie, Texas, on ***Wednesday, January 28, 2026 at 7:00 p.m.***

Council Members Present: Billie Wallace, Mayor, Council Member Place 4
Patrick Souter, Mayor Pro Tem, Council Member Place 2
Tres Atkins, Council Member Place 1
Chris Wright, Council Member Place 3
Travis Smith, Council Member Place 5

1. Call to Order

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

4. ***Public Comments:*** Persons may address the City Council on any issues. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code. ***Speakers must observe the five (5) minute time limit.***

5. ***Public Hearing*** on a request by Dennis Church, Minto Communities Texas, LLC, for a Zoning Change from Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD), and General Retail (GR) zoning districts to a Planned Development (PD) zoning district, located at 300 Brookside Road (Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652) – Owners: Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley (ZDC-232-2024)

6. ***Consider*** proposed Ordinance approving ZDC-232-2024

7. ***Consider*** Development Agreement for ZDC-232-2024

8. ***Consider*** a request by Presbyterian Children's Homes and Services & Walton Texas LP for an annexation agreement for approximately 206.72+/- acres situated off of Brookside Road in the Elijah Bellow Survey, Abstract Number 10, Ellis County, Texas (ANX-DNX-164-2025)

9. ***Convene*** into Executive Session to deliberate economic development incentives, as permitted by Texas Government Code Section 551.087; to deliberate the purchase, exchange, lease, or value of real property for municipal purposes, as permitted by Texas Government Code Section 551.072; to deliberate personnel matters, including the appointment, evaluation, duties or dismissal of any member of a City board or commission, as permitted by Texas Government Code Section 551.074; to consult with City Attorney regarding legal issues associated with City Code and Charter provisions and consultation with City Attorney regarding pending and anticipated litigation, as permitted by Texas Government Code Section 551.071, and all matters incident and related thereto

10. ***Reconvene*** and take any necessary action

11. Comments by Mayor, City Council, City Attorney and City Management

12. Adjourn

The City Council reserves the right to go into Executive Session as authorized by Section 551.071(2) of the Texas Government Code, for the purpose of seeking confidential legal advice from legal counsel on any agenda item listed herein.

ACCESSIBILITY STATEMENT

This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the ADA Coordinator at (469) 309-4000 or (TDD) 1-800-RELAY TX

Planning & Zoning Department (5)
Zoning Staff Report

Case: ZDC-232-2024

MEETING DATE(S)

Planning & Zoning Commission: December 8, 2025
City Council: January 26, 2026

CAPTION

Public Hearing on a request by Dennis Church, Minto Communities Texas, LLC, for a **Zoning Change** from Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD), and General Retail (GR) zoning districts to a Planned Development (PD) zoning district, located at 300 Brookside Road (Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652) – Owners: Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley (ZDC-232-2024)

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on October 28, 2025, the Commission voted 6-0 to continue case number ZDC-232-2024 to the November 10, 2025 Planning & Zoning Commission meeting. At the November 10, 2025 Planning & Zoning Commission meeting, the Commission voted 6-0 to continue case number ZDC-232-2024 to the December 8, 2025 Planning & Zoning Commission meeting. At the December 8, 2025 Planning & Zoning Commission meeting, the Commission voted 5-2 to recommend denial of case number ZDC-232-2024.

Staff met with the Applicant, City Management, and members of City Council on October 27th, November 4th, December 8th, and December 18th to work through staff concerns and recommendations. These meetings culminated in a final City Council work session on January 5th. The Applicant committed to providing revisions to the Planned Development (PD) and Development Agreement to address City concerns identified at these meetings and the City Council work session. A comprehensive resubmittal including a revised Planned Development, Development Agreement, Traffic Impact Analysis, and exhibits associated with these documents was provided to Staff on January 9th. This staff report is based on the current status of the documents received on January 9th.

The Applicant has been able to address some City concerns and technical comments with the January 9th submittal. However, the significant revisions to the PD and Development Agreement introduced additional technical errors and inconsistences that need to be addressed. Technical corrections are identified below in Condition #1 and Exhibit 22. Remaining concerns with the proposal, as of the time of publishing this staff report, are discussed in the Staff Concerns section beginning on page 22 below.

AVAILABLE MOTIONS

- *"I move to approve ZDC-232-2024, a Planned Development (PD) zoning change request for approximately 3,169.6 acres, subject to the conditions of the staff report, authorizing the Mayor and/or City Manager to execute all documents accordingly.*

- *"I move to deny ZDC-232-2024, a Planned Development (PD) zoning change request for approximately 3,169.6 acres.*

APPLICANT REQUEST

The Applicant requests approval of a Planned Development zoning district to allow for the development of an Active Adult and Traditional Master Planned Community on approximately 3,169.6 acres.

CASE INFORMATION

Applicant: Dennis Church, Minto Communities Texas, LLC

Property Owner(s): Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley

Site Acreage: Approximately 3,169.6 acres

Current Zoning: Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD) and General Retail (GR)

Requested Zoning: Planned Development (PD)

SUBJECT PROPERTY

General Location: 300 Brookside Road

Parcel ID Number(s): 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652

Existing Uses: Agriculture, Presbyterian Children's Homes and Services, and four (4) Single Family Residences

Development History: On September 6, 2005, City Council approved Ordinance 2330, which rezoned the subject property from Single Family-1 (SF-1) and Future Development (FD) to Planned Devolvement-Mixed Use Residential (PD-MUR). The Planned Development-Mixed Use Community was approved as a "Free Standing" Planned Development District which included Single Family, Multi-Family, General Retail, and Mixed Use.

On April 19, 2021, City Council approved Ordinance 3265 which replaced PD Ordinance 2330 with a new Planned Development-Mixed Use Residential (PD-MUR) zoning district. In addition to modernizing the development standard for the subject property, Ordinance 3265 incorporated approximately 800 additional acres into the development.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	N/A (ETJ)	Single Family Residences & Agriculture
East	General Retail (GR) & Interstate 35E	Waxahachie Fire Station #4 and Interstate 35E
South	N/A (ETJ)	Single Family Residences & Agriculture
West	Future Development (FD) & ETJ	Single Family Residences & Agriculture

Future Land Use Plan (FLUP): Residential Neighborhood, Mixed Use Neighborhood, and Regional Commercial

FLUP Descriptions:

Residential Neighborhood: This placetype serves to create neighborhoods built with a traditional walkable block/street grid network that allows some variation in housing typologies. Although this placetype will predominantly consist of traditional single family detached housing, denser housing types are encouraged such duplex, cottage courts, and townhomes. Both residential and commercial uses need to be context sensitive. Commercial uses in this placetype may be a small pop up facility or a home converted to a small store front. Walkability is key for neighborhood commercial uses so that they are accessible from surrounding neighborhoods.

Mixed Use Neighborhood: A mixed-use neighborhood hearkens back to the pre-suburban development pattern with smaller lots, smaller setbacks, shorter blocks, diverse housing typologies and very importantly, a mix of uses. This mixing of activities and uses allows the area to adapt and change over time to suit the needs of its inhabitants. Though it is not imperative for uses to always be mixed within the same building, it is important to note that large monolithic developments with near exclusive uses such as large multiplex apartments or retail centers with large land area being devoted to automobile parking do not suit mixed-use neighborhoods. Mixed-use neighborhoods are places where residents can live, work and play and are primarily accessible by foot. Given the various housing typologies encouraged in this placetype, it is essential to make sure residential uses appropriately transition from one another based on the housing typology.

Regional Commercial: These places are first identified by their principal focus on auto-oriented traffic. Logically placed near high traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses including but not limited to restaurants, retail, gas stations, and offices. To create a more sustainable development, care should be given to make the experience for users pleasant once they exit their vehicle. A focus on adding spaces for public gathering and pedestrian shading to encourage people to walk from one establishment to another and interact with other patrons should be a priority of future development in the Regional Commercial Placetype. Though the size of a regional commercial node is flexible based on local context, generally these are about a half mile in diameter.

Thoroughfare Plan: The subject property is accessible via Interstate 35E, FM 1446, FM 875 and Lone Elm Road. The 2024 Waxahachie Thoroughfare Plan identifies multiple Major Arterial and Major Collector thoroughfares crossing through the subject property. The Applicant's proposal to dedicate right-of-way (ROW) for, and construct, these thoroughfares is discussed in the Planning Analysis section below.

Site Image:



PLANNING ANALYSIS

The Applicant requests approval of a zoning change for a Planned Development (PD) zoning district to allow for the development of a 3,169.6-acre master planned community that includes a combination of traditional single-family, age-restricted single-family, multi-family, mixed-use, and open space tracts.

A companion petition for Voluntary Annexation for the 206-acres currently located in the Extraterritorial Jurisdiction (ETJ) will also be considered by City Council at the January 26, 2026 City Council meeting, prior to this Planned Development request. The portion of the subject property currently in the Waxahachie ETJ must be annexed before this Planned Development zoning request can be approved.

Property Background

The current Planned Development-Mixed Use Residential (PD-MUR) zoning for the subject property was approved with Ordinance 3265 in April of 2021. The existing zoning covers 2,813 acres in total and includes six (6) primary Development Districts: Single-Family Residential, Multi-family Residential, Mixed-Use Residential, Mixed-Use Nonresidential, General Retail, and Open Space. A total of 8,955 dwelling units are permitted with the current zoning. This total unit count is comprised of 5,769 single-family units, 1,926 multi-family units, and 1,260 units spread across the mixed-use districts. The maximum gross density of the existing district as a whole is 3.18 dwelling units per acre. The existing zoning requires a minimum of four amenity centers and 400 total acres of open space. The concept plan for the existing district centers around a collection of town-center styled mixed-use districts surrounded by single-family districts and general retail districts at major intersections.

Case History:

This application was originally submitted on December 18, 2024. Since that time, a total of thirteen (13) revised submittals for the application that have been formally reviewed by staff with an average turnaround time of 5.3 business days. Per the Applicant's request, City Council conducted Work Sessions in April of 2025, August of 2025, and January of 2026 to provide direct feedback on the application. At each Work Session, City Council provided feedback that identified ways in which the proposal could be revised to address City needs and directed the Applicant to continue to work with staff to address all concerns before returning for final City Council consideration.

Case History (continued):

It is important to note that at the time of this report, there are remaining technical errors and staff concerns. As noted above, the Applicant submitted multiple continuance requests to extend the public hearings of the application from the originally scheduled October 28th Planning & Zoning Commission meeting and November 3rd Council meeting. Since the originally scheduled meetings, three (3) formal revisions to the application have been submitted by the Applicant and reviewed by Staff.

Proposed Use:

The PD is proposed to include a total of five (5) unique PD Districts and a Neighborhood Mixed Use Overlay to facilitate development of the 3,169.6-acre property. The PD Districts include the Traditional Residential District (TR), Active Adult Residential District (AA), Flex Residential District (FR), Multi-Family Residential District (MF), Mixed-Use District (MU), and Neighborhood Mixed Use/Residential (NMUR) Overlay; which are described in greater detail below. The proposal allows for a maximum of 13,270 dwelling units across the entirety of the subject property. The total number of proposed dwelling units are comprised of 11,880 single family dwelling units and 1,390 dwelling units from the MF and MU districts. Based on current NCTCOG household occupancy estimates, this number of dwelling units may accommodate a population of up to 33,902 individuals. This figure represents approximately 65% of Waxahachie's population of 52,153, as of January 1, 2026.

Traditional Residential District (TR): The TR district is intended to establish a traditional neighborhood with park, open space, and school sites for families at all stages of life. A mixture of residential lot types and homes are intended to be available in this district to allow families to age in place without leaving the district.

Active Adult Residential District (AA): The AA district is intended to establish a neighborhood tailored exclusively to 55+ individuals and families. Accordingly, housing types and amenities are intended to take forms that are more accessible and desirable to citizens in the later stages of life rather than young families.

Flex Residential District (FR): The FR district is intended to be a placeholder. Prior to development of this district, the area will be designated for development under TR or AA standards. Due to the size of the proposed development, build-out of the FR district is unlikely to occur in the near term and thus the Applicant cannot determine whether it is more appropriate for this district to be developed as TR or AA at this time. The FR district provides for future development flexibility based on market conditions.

Multi-Family Residential District (MF): The MF district is proposed to develop in a traditional apartment form. In addition to garden style apartments, lower density multi-family products such as townhome/brownstone style units and build-for-rent communities are permitted.

Mixed-Use District (MU): The MU district is intended to facilitate the development of a mixture (approximately 20/80) of residential and non-residential uses. The MU district is intended to accommodate a range of residential uses and enable the development of a walkable, retail/restaurant-oriented development pattern.

Neighborhood Mixed Use/Residential Overlay (NMUR): The NMUR Overlay is intended to facilitate the development of neighborhood service uses at key intersections in the development, thereby providing local outlets for these services and eliminating the need for residents to travel to I35 or US Highway 77. The NMUR Overlay is not a stand-alone district. The overlay is situated in key locations in the TR, AA, and FR districts. Residential development within the Overlay areas is intended to occur only after development of neighborhood service uses is proved to be infeasible.

Proposed Use (continued):

The PD proposal designates a total of 3,007.5 acres to be developed for single-family uses under the TR, AA, and FR districts. A total of 29 acres are designated for development under the MF district and 133.1 acres are designated for development under the MU district. Four tracts amounting to twenty-eight (28) acres of NMUR Overlay have been identified within the TR, AA, and FR districts. Specific districts are not proposed for Civic, School, or Open Space/Park/Amenity areas as these uses are proposed to be integrated into each PD District. A total of 400 acres of the subject property are proposed to be developed as Open Space, with 45-50 acres located in the 100-year floodplain. A total of 10 acres are proposed to be dedicated for Civic uses and a minimum of 49 acres are proposed to be dedicated to WISD for future school sites. The proposal also includes major drainage, detention, utility and roadway infrastructure elements needed to support the development. These uses and the design of the associated infrastructure elements are discussed in greater detail below.

Concept Plan:

The Concept Plan (Exhibit B) proposed with this Planned Development request identifies the general location and size of each of the PD Districts. The TR District is situated on the northern half of the subject property covering 1,080-acres; while the AA District is situated on 1,019-acres on the southern half of the property. The FR District is situated on 907-acres on the western portion of the subject property. The MU District is primarily situated at the eastern entrance to the development at the intersection of Brookside Road and I-35E. The MF district is divided between two tracts situated near the center of the property and along FM 1446.

Beyond the general boundaries, gross acreage, and unit count allocated to each district, the Concept Plan provides no binding requirements for the location or internal design of each district. The Planned Development Standards call for general compliance with Concept Plan; but allow for PD District boundaries to be modified. The internal layout and design of each district is established on a phase-by-phase basis with the approval of individual plats or site plans.

The Concept Plan also identifies major Amenity/Welcome Centers, parks, detention areas, school sites, and preserved open space in addition to the PD Districts. However, it is important to note that insufficient Planned Development Standards are present to ensure that the resulting development will reflect the layout of these features as shown on the Concept Plan. The size, location, and orientation of these improvements are likely to change prior to development.

Proposed Planned Development Residential Lot Standards:

The Planned Development proposal includes a total of fifteen (15) unique residential lot types between the TR and AA Districts. The proposed lot types generally fall into two primary categories: Front Loaded and Alley Loaded/Cluster. Front Loaded lot types include the Residential Detached (varying widths), Estate, Zipper, Paired Villa, Courtyard Villa, and Shallow and Wide lots. Alley Loaded/Cluster lot types include the Residential Detached (varying widths), Zero Lot Line, Courtyard Home, Courtyard Villa, Townhome, Park-Facing, and Cottage lots. A detail depicting each lot type and the associated dimension, setback, height and lot coverage requirements for each lot can be referenced below.

Proposed Planned Development Residential Lot Standards (continued):

The proposed lot types range in minimum size from 2,250 square feet to 14,520 square feet (1/3 acre) for the largest lot type. Since the November 10, 2025 Planning & Zoning Commission meeting, the applicant has added three (3) new lot types that are larger than the previous maximum of 6,000 square feet. These new lots include the Residential Detached 60'-70' (min. 7,500sf), Residential Detached +70' (min. 8,750sf), and the Estate Lot (min. 10,890sf). The existing zoning for the subject property includes minimum lot sizes that range from 2,000 square feet to 12,500 square feet.

Notably, the largest minimum lot size required in the Planned Development (14,520 square feet) is sized between the minimum lot size allowed by Waxahachie's base Single Family-2 (SF-2) and Single Family-1 (SF-1) zoning districts; which are 12,500 square feet and 16,000 square feet respectively. A minimum of 250 lots in the TR district must be at least 14,520 square feet in size. The Applicant has also added a provision requiring a minimum of 5% of single-family homes in the TR district to be a minimum of 10,000 square feet. For additional context, this lot size is the same as the minimum lot size of Waxahachie's most dense base zoning district - Single Family-3 (SF-3). The proposed Planned Development Standards expressly eliminate the requirement for a minimum dwelling size for all lot types.

It is also important to note that the Cottage, Paired Villa, Courtyard Villa (Front Loaded), and Courtyard Villa (Alley Loaded) lot types are comparable to traditional duplex type lots. These lots are intended to be utilized with structures that contain two (2) dwelling units with a shared lot line running through the structure so that each individual lot only contains a single dwelling unit.

The larger lots (7,500sf – 14,520sf) added to the request are not proposed to be utilized in the AA district. Similarly, Courtyard Villa lot types are not proposed to be utilized in the TR district. The Applicant has not proposed a requirement that would result in the use of each lot type within the development. Instead, Chapters 5.4 of the Planned Development Standards include general lot mix requirements for the property as a whole. The proposed lot mix requirements are significantly below the current requirements of the Waxahachie Zoning Ordinance. As written, the Planned Development Standards would allow all 11,880 single family units to be comprised of just three (3) of the fifteen (15) proposed lot types. The proposed standards do not require different lot types to be sufficiently integrated within each block.

Due to these standards, staff concern remains with regard to monotony for both individual neighborhoods and the development as a whole. This concern is exacerbated by the narrow range of minimum lot sizes across the majority of proposed lot types; which restricts the type and size of homes that may be built within the community. The minimum standards proposed by the Applicant do not prevent the development of larger lot sizes, if demanded by the market; but without the inclusion of specific requirements for larger lots, it is unlikely that lots larger than 6,000 square feet will be developed in meaningful numbers across the development. The lot mix issue is discussed in greater detail in the Staff Concerns section below.

ZIPPER LOTS

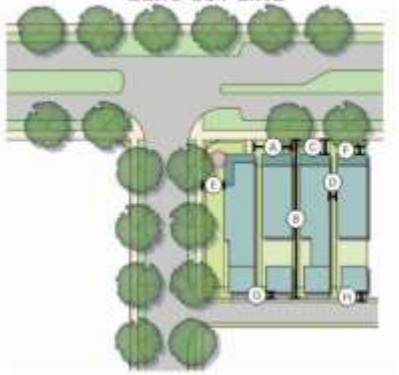


Typical Lot Dimensions
Zipper Lots

Minimum lot area	4,400 sf
A: Minimum lot width	40 ft
B: Minimum lot depth	90 ft
C: Minimum front setback from ROW	10 ft (alternating 20ft and 40 ft to garage entry)
D: Minimum side setback	2.5 ft (10 ft of separation between units)
E: Minimum side setback along ROW	15 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	10 FT
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

ZERO LOT LINE



Typical Lot Dimensions
Zero Lot Line

Minimum lot area	2,800 sf
A: Minimum lot width	28 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	15 ft
H: Minimum rear alley setback (garage entry)	4 ft
Maximum height	35 ft
Maximum lot coverage	90%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

TOWNHOMES

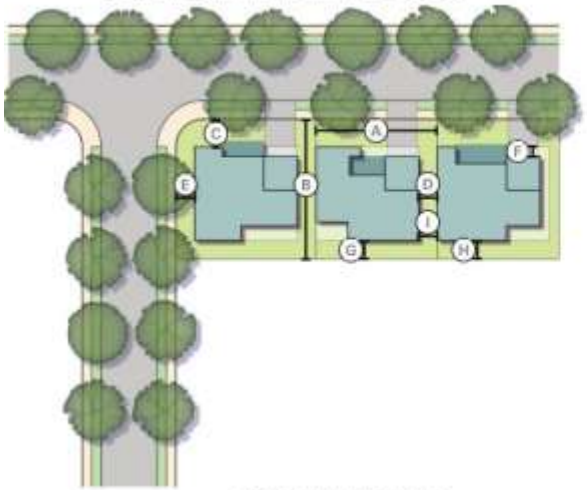


Typical Lot Dimensions
Townhomes

Minimum lot area	2,250 sf
A: Minimum lot width	25 ft
B: Minimum lot depth	90 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G:Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	4 ft
Maximum height	35 ft
Maximum lot coverage	90%
Housing Type Distric:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

SHALLOW AND WIDE LOTS



Typical Lot Dimensions
Shallow and Wide Lots

Minimum lot area	4,875 sf
A: Minimum lot width	65 ft
B: Minimum lot depth	75 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)
D: Minimum side setback	5 ft
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	10 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

COTTAGE



Typical Lot Dimensions
Cottages

Minimum lot area	3,700 sf
A: Minimum lot width	35 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	N/A
Maximum height	35 ft
Maximum lot coverage	90%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

COURTYARD HOMES

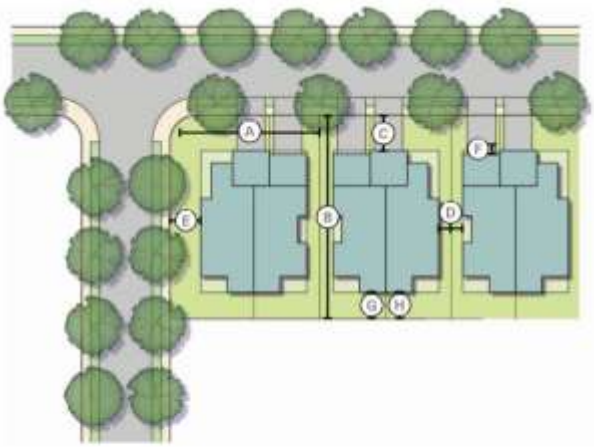


Typical Lot Dimensions
Courtyard homes

Minimum lot area	3,375 sf
A: Minimum lot width	40 ft
B: Minimum lot depth	75 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	5 ft (or flexible)
E: Minimum side setback along ROW	10 ft
F: Maximum front setback encroachment	0 ft
G: Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	20 ft
Maximum height	35 ft
Maximum lot coverage	60%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

PAIRED VILLAS

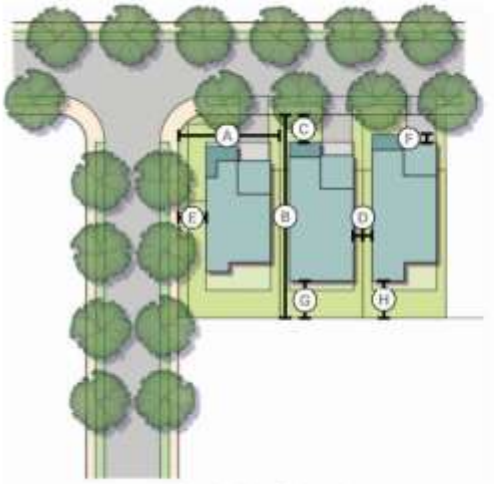


Typical Lot Dimensions
Paired Villas

Minimum lot area	3,000
A: Minimum lot width**	75 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft (20ft to garage entry)
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	15 FT
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

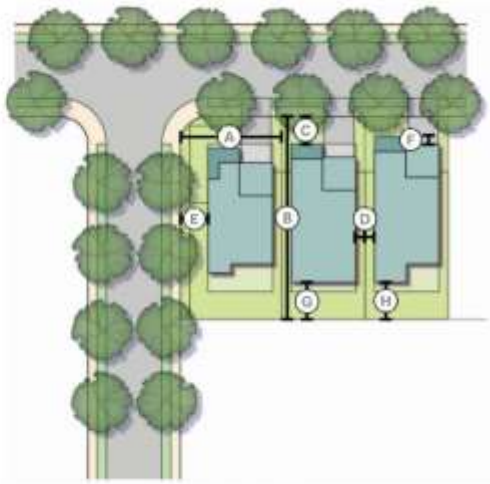
ACTIVE ADULT RESIDENTIAL DETACHED - FRONT LOADED



Typical Lot Dimensions
Residential Detached

Lot Type	< 60 ft	60 ft - 110 ft
Minimum lot area	4,400 sf	6,000 sf
A: Minimum lot width	40 ft	60 ft
B: Minimum lot depth	110 ft	110 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)	15 ft (20ft to garage entry)
D: Minimum side setback	5 ft	5 ft
E: Minimum side setback along ROW	15 ft	15 ft
F: Maximum front porch setback encroachment	5 ft	5 ft
G: Minimum rear setback	15 ft	15 ft
Maximum height	35 ft	35 ft
Maximum lot coverage	80%	70%
Housing Type District:		**Active Adult**

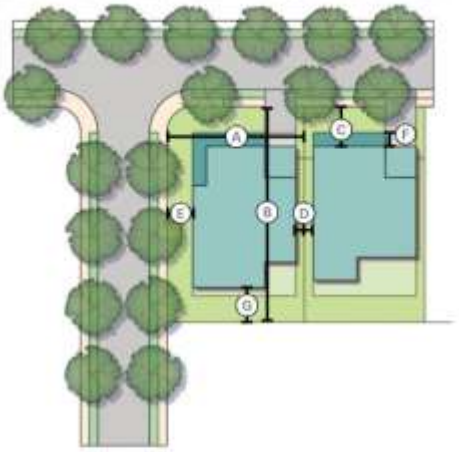
RESIDENTIAL DETACHED - FRONT LOADED



Typical Lot Dimensions
Residential Detached

Lot Type	< 50 ft	50 ft - 60 ft	60 ft - 70 ft
Minimum lot area	4,600 sf	6,250 sf	7,500 sf
A: Minimum lot width	40 ft	50 ft	60 ft
B: Minimum lot depth	115 ft	125 ft	125 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)	15 ft (20ft to garage entry)	15 ft (20ft to garage entry)
D: Minimum side setback	5 ft	5 ft	5 ft
E: Minimum side setback along ROW	15 ft	15 ft	15 ft
F: Maximum front porch setback encroachment	5 ft	5 ft	5 ft
G: Minimum rear setback	15 ft	15 ft	15 ft
Maximum height	35 ft	35 ft	35 ft
Maximum lot coverage	80%	80%	70%
Housing Type District:			**Traditional Residential**

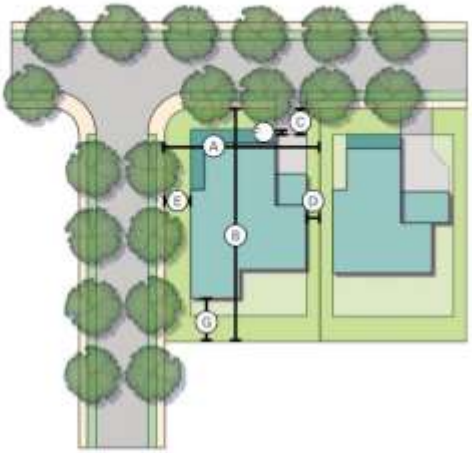
RESIDENTIAL DETACHED - FRONT LOADED >70



Typical Lot Dimensions
Residential Detached

Lot Type	> 70 ft
Minimum lot area	8,750 sf
A: Minimum lot width	70 ft
B: Minimum lot depth	125 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)
D: Minimum side setback	5 ft
E: Minimum side setback along ROW	15 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	15 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Traditional Residential**

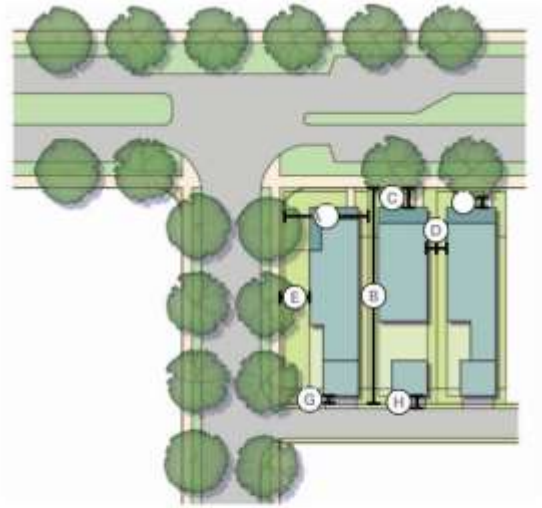
ESTATE LOT



Typical Lot Dimensions
Residential Detached

Lot Type	Estates
Minimum lot area	0.25 ac
A: Minimum lot width	70 ft
B: Minimum lot depth	135 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)
D: Minimum side setback	25 ft
E: Minimum side setback along ROW	15 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	15 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Traditional Residential**

RESIDENTIAL DETACHED - ALLEY LOADED



Typical Lot Dimensions
Residential Detached

Minimum lot area	3,000 sf
A: Minimum lot width	30 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	5 ft (or flexible)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	15 ft
H: Minimum rear alley setback (garage entry)	20 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end

PARK-FACING CONDITIONS

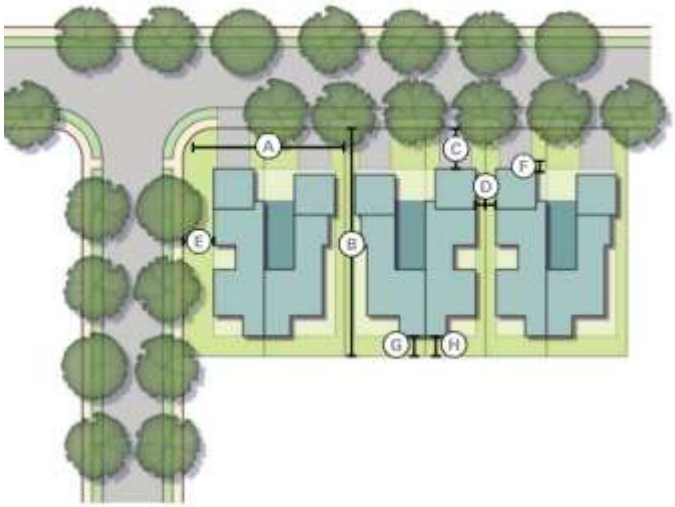


Typical Lot Dimensions
Park-Facing Condition for a variety of housing types

Minimum lot area	varies
A: Minimum lot width	varies
B: Minimum lot depth	varies
C: Minimum front setback from ROW	varies, 5 ft from property line
D: Minimum side setback	varies
E: Minimum side setback along ROW	10 ft
F: Maximum front setback encroachment	0 ft
G: Minimum rear setback	varies
H: Minimum rear alley setback (garage entry)	varies
Maximum height	35 ft
Maximum lot coverage	varies
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

COURTYARD VILLAS - FRONT LOADED



Typical Lot Dimensions
Courtyard Villas

Minimum lot area	6,000 sf
A: Minimum lot width	80 ft
B: Minimum lot depth	110 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	10 FT
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Active Adult**

COURTYARD VILLAS - ALLEY LOADED



Typical Lot Dimensions
Paired Villas

Minimum lot area	6,000sf
A: Minimum lot width	80 ft
B: Minimum lot depth	75 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	20 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type Distric:	**Active Adult**

Multi-Family Residential District (MF):

As noted above, the Planned Development request includes a proposal for a Multi-Family (MF) Residential District comprised of 29-acres in total. The Concept Plan (Exhibit B) identifies only two tracts within the subject property to be designated as the MF district. The tracts are situated along FM 1446 and near the center of the development. In total, the MF district is proposed to include a maximum of 725 dwelling units at a maximum density of 25 dwelling units per acre. The Planned Development Standards require a minimum of 500 single family dwelling units to be completed prior to development of the MF district. The Planned Development Standards also include a requirement limiting the number of 3- and 4-bedroom units to a maximum of 10% of the total number of units in the district. Despite the restriction on the number of 3- and 4-bedroom units, parking is a concern for the district. The Planned Development Standards have been revised to require 50% of the minimum parking requirement to be provided via attached garages. Additionally, the request has been revised to require Senior Apartments to be setback 1000' from the western site boundary and 500' from schools and all other perimeter boundaries of the PD.

It is important to note that apartments and build-for-rent products are permitted outside of the MF district and do not contribute to the 725 dwelling unit maximum of the MF district. Specifically, up to 500 Senior Apartment units are permitted within the AA district, up to 650 build-for-rent units are permitted within the TR district, and up to 665 multi-family units are permitted within the MU district. If maximized, these allowances for units outside of the MF district would permit up to 2,540 multi-family units across the development in total.

Mixed-Use District (MU):

The proposed development does not include dedicated retail or commercial districts. Instead, the Applicant has proposed to accommodate all retail and commercial uses for the development within a Mixed-Use (MU) district totaling 133.1-acres. This is a significant reduction from the existing zoning for the subject property in which 172.5-acres were allocated to a dedicated General Retail district along with a total of 307-acres of Mixed-Use districts. Staff has concern that the reduced acreage dedicated to the MU district will be insufficient to support the retail and commercial needs of the development. This concern is compounded by the fact that the proposed district is mixed-use; which means not all acreage in the district may be utilized for retail or commercial purposes. The Planned Development Standards allow for anywhere between 10% to 20% of the MU district to be comprised of residential uses; which adds uncertainty around exactly how much of the district will actually develop to serve retail or commercial purposes.

While the MU district is intended to cater towards local retail and commercial uses, the proposal includes a Permitted Use chart (Exhibit C) that allows several inappropriate uses via a Specific Use Permit (SUP) in the MU district. Specifically, uses such as Light Manufacturing, Storage Warehouse, and Data Center are permitted with approval of a SUP in the MU district. However, these uses are not consistent with the desired development pattern for the MU district as presented by the Applicant.

The Concept Plan (Exhibit B) proposed with this development heavily clusters MU tracts near I-35E, with just two 15-acre MU tracts being provided elsewhere in the development. This starkly contrasts to the existing zoning for the subject property in which General Retail and Mixed-Use tracts are distributed consistently across the subject property near major intersections. Staff is concerned that the poor distribution of MU tracts across the development will limit the availability of low-intensity neighborhood services to residents and result in increased congestion near the MU tracts that are provided.

The Applicant has added the NMUR Overlay (28 acres total) at four (4) locations within the subject property to attempt to alleviate this concern. However, the NMUR Overlay proposal allows development of single-family residences by right, thereby adding concern that these areas may not develop as neighborhood service uses. Staff concern with this proposal, and a recommendation on how to revise the NMUR Overlay, is discussed in the Staff Concerns section below.

Design criteria for structures and sites in the MU district are also a concern. Neither the Planned Development Standards nor the Development Agreement include sufficient design requirements to result in the in the retail oriented, walkable development pattern shown in the Illustrative Plans presented to City Council. The current proposal for exterior building design is based largely on the existing Waxahachie Zoning Ordinance. The proposal does not include specific requirements to establish continuity between structures in the MU district or designs that complement the residential design standards for the development.

The lack of guiding design standards has the potential to result in development that feels jarring or out of place due to inconsistency with the surrounding development pattern. To alleviate concern related to this issue, the Applicant has added provisions to the PD that require all MF and MU development to receive approval by City Council. Notably, the provision currently obligates City Council to approve a Site Plans for MF and MU tracts, regardless of any Council concerns with the development. This obligatory language is a concern for staff that is discussed in greater detail in the Staff Concerns section below. To address the concern, Staff recommends that City Council approval be expressly discretionary, meaning the Council is not obligated to approve any development in the MU or MF districts if they are not satisfied with the design.

Site Plan Requirements:

Chapter 3.2 of the Planned Development Standards outlines the proposed Site Plan approval process for this development. The proposal requires all non-residential and multi-family properties within the subject property to receive Site Plan approval prior to the issuance of a building permit for said uses. The traditional Waxahachie development process requires Site Plan approval for these uses prior to the approval of a Civil Construction permit. As noted above, current proposed language makes Site Plan approval obligatory as opposed to discretionary; which is a concern given the lack of appropriate design standards in the PD. Due to this, staff recommends that the Planned Development Standards be revised to require the developer to receive discretionary City Council approval of all Site Plans. This change would help ensure the subject property develops as intended by City Council, if approved.

Density:

The maximum gross density for the proposed development as a whole is 4.18 dwelling units per acre (DUA). This may be compared with the maximum gross density of the existing zoning at 3.18 DUA. The TR, AA, and FR Districts are proposed to have maximum gross densities of 3.95 DUA across the entirety of each district. However, Chapter 5.1.2 of the Planned Development Standards allows individual phases within these districts to reach up to 10 DUA, with discretionary City Council approval. Individual phases may reach a density up to 7.5 DUA, without the need to receive approval by City Council.

Notably, the Applicant has eliminated language allowing modification of any numerical standard in the proposal by up to 10% at the request of the Developer, without discretionary City Council approval. The developer may still request these up to 10% modifications of numerical standards; but provisions in the PD now require City Council to review and approve a Minor amendment to the PD for these requests. Despite the allowance to request modification of numerical standards, the maximum total dwelling unit count of 13,270 is not permitted to increase for the development as a whole.

Staff has remaining concern that proposed variable density allowances may result in more dense development being prioritized in the initial phases of the development to such an extent that it is infeasible or impractical for later phases to meet the overall density requirement of 3.95 DUA for the TR, AA, and FR Districts. The variable density allowances may also result in a development pattern that is not representative of the conceptual material provided by the Applicant.

Civic & School Sites:

The Applicant proposes to dedicate up to 10-acres of property to the City for Civic uses that may include Fire and/or Police Stations. This proposal is consistent with the Civic land dedication requirement of the existing zoning for the subject property. The Planned Development Standards and Development Agreement do not specify an exact location for the Civic land dedication; but do note that the 10-acres can be comprised of one or more individual tracts. The proposed Development Agreement states that dedication of the Civic land shall occur “when the City identifies a specific need”.

The Applicant also proposes to dedicate two (2) elementary school sites sized based on WISD needs; but not less than 12-acres each. Dedication of third elementary school site is identified as an option, if WISD provides evidence to the Developer that a third location is warranted. Additionally, one 25-30-acre site for a middle school is proposed to be dedicated as part of this development. Similar to the Civic land, the proposal notes that the final location and dedication timeline for the school sites shall occur “when the WISD identifies as specific need”. The Applicant is only proposing to dedicate land for future school sites, not participate in the development or construction of the schools.

Civic & School Sites (continued):

Notably, the existing zoning requires a minimum of 85-100-acres of land dedication to WISD for up to five (5) Elementary School sites and one (1) Junior High site. The Applicant has noted the reason for the reduction in land dedication is due to between 1,019-acres and 1,926-acres of the subject property being designated as the Active Adult Residential (AA) district. This district is proposed to be age restricted to 55+ year old residents and thus will include little to no school-age children. If the Flex District is not comprised exclusively of the age-restricted products, the 3 Elementary Schools and 1 Middle School site may be insufficient to serve the expected population. This issue may be exacerbated if the age restriction requirement of the AA district is not sufficiently enforced.

Amenity Centers:

The Concept Plan (Exhibit B) proposed with this development identifies two (2) primary Amenity Center tracts. The Amenity Centers tracts are proposed to be a minimum of 20-acres each. An Amenity Center Tract is proposed for both the Traditional Residential (TR) district and the Active Adult Residential (AA) district. Chapter 6.5.2 of the Planned Development Standards includes design guidelines for the type and minimum number of amenities required with each tract. This chapter also includes construction phasing guidelines for the tract in each district that require construction of the primary amenity center to begin no later than final inspection for the 750th home in the TR district and the 500th home in the AA district respectively. Full build out of the Amenity Center tracts is not proposed until the final inspection of the 2,000th home in the TR district and the 1,500th home in the AA district. The Amenity Centers are proposed to be accessible only by members of the HOA, not the general public

The Developer is obligated to receive Site Plan approval for each Amenity Center tract prior to development. However, Site Plan approval is proposed to occur at the administrative level as opposed to the Planning & Zoning Commission and City Council. With this in mind, it is important to note that the Planned Development Standards do not require the Amenity Center Tracts to be developed as shown in the promotional material provided by the Applicant.

Open Space, Parks, Trails & Amenities:

As per Section 4.4 of the Waxahachie Subdivision Ordinance, residential developments are required to provide a clear fee simple dedication at a pro rata rate of two (2) acres of land for each proposed 100 dwelling units. If followed, this requirement would result in the dedication of approximately 265 acres for public parks with this development. The Applicant has not identified the exact acreage of park land that is proposed to be dedicated to the City. However, based on the Open Space and Trail Plan (Exhibit F), approximately 180-acres of total park land appears to be proposed for dedication. Approximately 45-50-acres of this total are located within the 100-year floodplain. It is important to note that the current Waxahachie requirement prohibits land with extreme topography or land located within a drainage area or FEMA designated 100-year floodplain from qualifying for dedication.

The Applicant has provided an alternative to the typical park land dedication requirement with this PD proposal. Chapter 6 of the Planned Development Standards includes a detailed proposal for Open Spaces, Parks, Trails, and Amenities that are tailored to this Development. The alternative proposal requires a minimum of 400 acres of total "Open Space" for the development. Passive areas such as floodplain, utility easements, and landscape buffers, including those located within street right-of-way (ROW), are proposed to count towards the total Open Space requirement. The amount of passive open space that can contribute to the 400-acre minimum requirement is not capped. Open Spaces are proposed to be accessible to the general public.

Open Space, Parks, Trails & Amenities (continued):

For additional context, the existing zoning for the subject property includes a similar requirement for a minimum of 400 acres of "Open Space" that may be comprised of passive areas such as floodplain, utility easements, and landscape buffers in addition to traditional parks. Notably, the existing zoning caps the amount of floodplain that can contribute to this total at 63.3 acres. The proposed Planned Development Standards require each residential plat containing 100 or more lots to provide a minimum of 10% of the total platted area as Open Space. As noted above, both passive and active amenity areas may contribute towards the Open Space requirement.

The Applicant has identified active amenities and park areas that are proposed to contribute to the minimum Open Space requirement with Exhibit F, the Open Space and Trail Plan. These active amenities include two (2) 20-acre amenity centers, the Waxahachie-Midlothian Regional Trail, a Regional Trail Park, Linear Parks, Specialty Parks, Neighborhood Parks, Pocket Parks, and Gas Line Parks that are proposed to be connected with a trail system.

Each of these active amenity and park areas are defined in detail in Chapter 6 of the Planned Development Standards. This chapter defines each of the amenity elements that are proposed within the development as a whole. Design criteria are provided for each type of park wherein the minimum size and frequency of each park is established along with the minimum number of required amenity elements. The number of required amenity elements is proposed to scale up as park size increases; but no single type of amenity element can comprise more than 25% of the required elements for a park. Per the Open Space and Trail Plan (Exhibit F), each park is proposed to connect to the trail network. All homesites are proposed to be located within 0.5-miles of a park; which is a larger distance than the typical precedent in Waxahachie for homes to be located within 0.25-miles of a park.

The Planned Development Standards and Development Agreement include provisions requiring the Developer to fund and install the portion of the Midlothian-Waxahachie Regional Trail that crosses the subject property. The proposal generally requires construction of the trail to commence once the adjacent section of the trail being constructed by the City is complete; but a definitive construction and dedication timeline for the trail is not provided in the Development Agreement.

While the Planned Development Standards generally define what parks will be present and what amenities may be provided in each type of park, they do not identify the exact location, size, or design of each park. This ambiguity provides flexibility for future park design; but concerns remain related to parks that are proposed to be dedicated to the City per the Development Agreement, such as the Specialty Parks and the Regional Trail Park. Specifically, timing of dedication of the Specialty Parks and Regional Trail Parks to the City is a concern. The Planned Development Standards note that completion and dedication of the first Specialty Park and all Regional Trail Parks shall occur within 120 days of the completion of a final inspection for 50% of homes in the immediately adjacent residential subdivision. This provision does not result in a definitive timeline for park dedication as it allows dedication to be delayed indefinitely if lots in the adjacent residential phase are left undeveloped or if the Developer chooses to focus construction efforts in phases not immediately adjacent to the parks. Due to this, there is potential for delayed construction of required amenities for residents of the development.

Open Space, Parks, Trails & Amenities (continued):

Since the 1/5/2026 City Council work session, the Applicant has provided a resubmittal clarifying the extent of intended improvements for the Specialty Parks prior to dedication to the City. The first Specialty Park (Phase 5) has been reduced in size from 12.5-acres to 4-acres and the second Specialty Park has (Phase 24) has been increased in size from 12.5-acres to 20-acres. Development of the second Specialty Park in Phase 24 is expected around the time of the construction of the 3,000th home in the TR district, not the 3,000th home in the development as a whole. The final designs of the Specialty Parks are proposed to be provided at the time of development via a Site Plan for each park property. However, general park improvement requirements have been proposed in Chapter 6.3.1.5.4 of the Planned Development Standards.

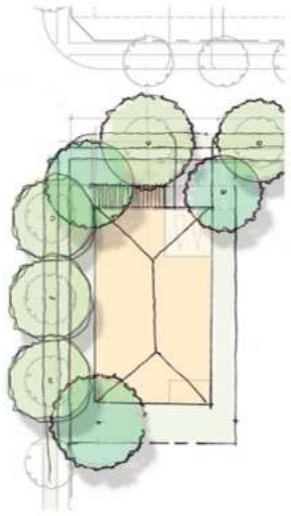
The Specialty Parks are proposed to include the following improvements: restrooms, water-bottle filling station, field lighting, trash receptacles (12 total), bike racks, (12 total), irrigation, sidewalks, and perimeter fencing. With this proposal, the City is required to fund and complete Specialty Park grading, fields, sports courts, seating, pavilions, sod/landscaping, and parking improvements. Staff has concern with this proposal as the Applicant previously committed to fully grade, sod/landscape, and install parking for the Specialty Parks prior to dedication to the City.

Park Land Dedication Fees:

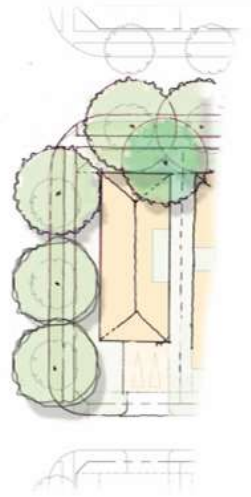
As noted above, residential developments are typically required to provide a clear fee simple dedication at a pro rata rate of two (2) acres of land for each proposed 100 dwelling units. Alternatively, a cash in lieu of park land dedication payment can be made at $400.00 per dwelling unit. For context, the total cash in lieu of park land dedication fee for this development is estimated at $5,308,000.00. The Applicant requests that the Open Space, Park, and Amenity proposal for the development satisfy the requirement for either direct park land dedication or cash-in-lieu fees.

Landscaping & Screening:

To accommodate the small size of the majority of single-family residential lots proposed with this development, the Applicant has included alternative residential landscape requirements in the Planned Development Standards. Lots greater than 50’ in width with detached housing products are required to have two 3” canopy trees in the front yard and one 2” canopy tree in the rear yard. Lots less than 50’ in width and those with attached products are required to have one 3” canopy tree in the front yard and one 2” canopy tree in the rear yard. The exhibit below identifies typical examples of street and interior trees on residential lots.



Lots Greater than 50’ in Width

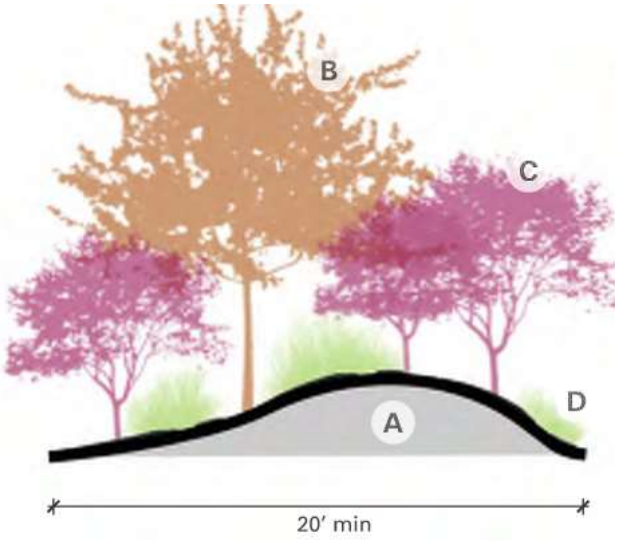


Lots 50’ or Less in Width

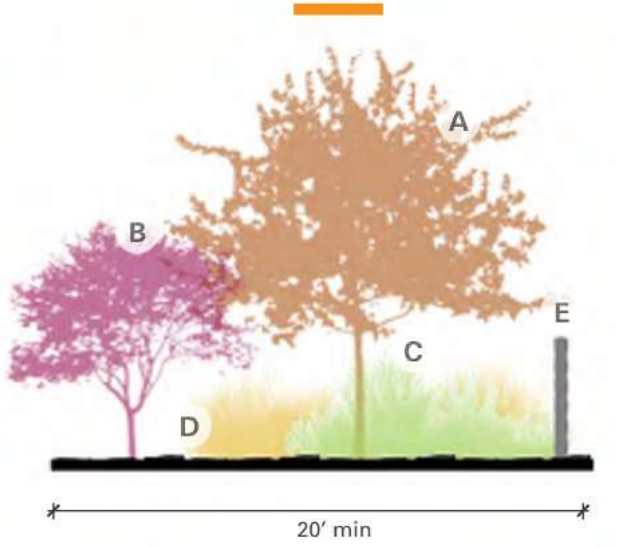
Landscaping & Screening (continued):

Street canopy trees a minimum of 3" in caliper are required to be planted in the right-of-way (ROW) in all PD districts, with the exception of areas developed as Cottage Lots. The Planned Development Standards also require Street Trees to be planted and irrigated in boulevard medians and right-of-way islands at a rate of one tree for every 1,000 square feet of median area. The Planned Development Standards also require a combination of canopy trees, ornamental trees, and shrubs to be planted in landscape bump-outs at regular intervals in the ROW of Enhanced Local Streets. Landscaping and irrigation that is located within the ROW is required to be installed concurrently with the public infrastructure in the ROW. These proposals for landscaping in the ROW are an enhancement to the current landscape requirements of the Waxahachie Zoning Ordinance and are proposed to be maintained by the HOA(s).

The Planned Development Standards include alternative screening proposals for major thoroughfares and non-residential uses. The Waxahachie Zoning Ordinance typically requires single family residential lots that are adjacent to major thoroughfares or non-residential uses to be screened by a 6' masonry wall. If strictly followed, a masonry screening wall without a supporting buffer area and landscaping can result in an undesirable aesthetic condition along thoroughfares and between land uses. The Screening Plan (Exhibit G) proposed by the Applicant replaces the typical screening wall requirement with a requirement for a 20' landscaped buffer intended to enhance the development. Screening Option 1 is proposed adjacent to major thoroughfares. Following the 1/5/2026 work session, the Applicant updated the proposal to extend the use of Option 1 to portions of the subject property adjacent to FM 875 and FM 1446. The Option 1 buffer is required to include a 3' berm along with evergreen trees and shrubs at regular intervals. Screening Option 2 is proposed between residential and non-residential districts. The Option 2 buffer is required to include evergreen trees, 6'-8' Midstory plants, and shrubs at regular intervals. Option 2 also allows for the substitution of Midstory plants for a 6' masonry wall, if the 20' landscape buffer is still provided. A third screening option has been proposed with the latest revision to the Planned Development request. Screening Option 3 is proposed along the perimeter sections of subject property that are not adjacent to major thoroughfares, as seen in Exhibit G. Option 3 is comprised a minimum 15' wide vegetated buffer with canopy trees, ornamental trees, and native shrubs at regular intervals.



PRIMARY SCREENING TYPE - 1



PRIMARY SCREENING TYPE - 2

Tree Preservation:

The Applicant has included a tree preservation provision with the Planned Development Standards. The provision limits tree removal in park and open space tracts that are on the City of Waxahachie Recommended Plant List. Specifically, the provision requires City review of all plans to remove trees from the list that are 8" in caliper and larger. This provision is necessary to avoid the clear cutting of trees and vegetation in open space and amenity areas that cannot be easily replaced. It is important to note that this provision does not apply to the two primary Amenity Center tracts.

Floodplain

The subject property is immediately adjacent to Waxahachie Creek and approximately 45-50 acres of the property is located within FEMA designated 100-year Floodplain. Development within the 100-year Floodplain is subject to Appendix B (Flood Damage Prevention) of the City of Waxahachie Code of Ordinances as amended. Generally speaking, a very limited amount of activity can occur within the 100-year floodplain so as not to impact flooding along Waxahachie creek. Due to this, the Applicant proposes to incorporate all portions of the subject property within the 100-year floodplain into the Regional Trail Parks. As mentioned above, the Regional Trail Parks are proposed to be dedicated to the City and contain the Midlothian-Waxahachie Regional Trail. All proposed park and trail improvements within, and adjacent to, the 100-year floodplain are subject to review and approval by the Public Works and Engineering Department.

Architectural Design Requirements & Styles:

Architectural design requirements and exterior construction material standards are provided with Exhibit K of the Development Agreement (Exhibit O of the Planned Development Standards). This exhibit establishes these detailed standards for single-family residential homes; but does not provide the same degree of detail for non-residential and multi-family structures. The exhibit primarily refers back to requirements found in the base Waxahachie zoning ordinance for these structures. As noted in the Mixed-Use District section above, the limited specificity for non-residential and multi-family structures is likely to result in development that is not architecturally compatible with adjacent single-family neighborhoods, if language allowing discretionary City Council approval of non-residential and multi-family development is not provided in the PD. Similarly, Exhibit K includes language that generally requires pedestrian friendly streetscape design; but falls short of detailing specifically how street and sidewalk furnishings should be installed in the MU district to create a walkable, retail-oriented development.

The Applicant proposes six (6) unique single-family home styles for use within this Planned Development. The home styles include Texas Farmhouse, Texas Craftsman, Texas Hill Country, Texas Tudor, Texas Colonial Revival, and Texas Victorian. To provide an opportunity for variety within each home style, a spectrum of design standards is proposed for Traditional, Transitional, and Bold versions of each home style. The proposed Design Guidelines also establish three (3) tiers of key architectural elements that are required to be incorporated into the design of a home in order for it to be considered a particular style. Graphic representations and example imagery are provided alongside these elements in Exhibit K to reduce ambiguity. It is important to note that Exhibit K does not require all single-family homes to utilize the Waxahachie standard of 75% masonry exterior construction materials. By contrast, Exhibit K establishes a minimum masonry exterior material requirement ranging from 0% to 50% based on the style of home.

Architectural Design Requirements & Styles (continued):

Exhibit K also established alternative anti-monotony (or lot skip) requirements for the proposed development. The current Waxahachie Zoning Ordinance prohibits the same elevation from being duplicated within six (6) lots in either direction on the same blockface, directly across the street, and four (4) lots in any direction. The Waxahachie requirement reduces monotony by preventing the same home from being frequently repeated within a neighborhood. The Applicant proposes to only prohibit the same elevation immediately to either side of a lot, or directly across the street. For example, two identical homes separated by only one lot can be constructed under the proposed language as long as the paint used for the homes are different shades. The proposed language is inconsistent with consensus reached at the 1/5/2026 work session wherein a modified "4-2" version of the current Waxahachie Standard was agreed to, as written below.

- *No single building elevation shall be duplicated within four (4) lots in either direction on the same blockface. Elevations may not be duplicated on any lot or tract directly across a street or within two (2) lots in either direction.*

Master Plan Review & Building Permitting:

Following the 1/5/2026 City Council work session, the Applicant has removed all City opposed proposals for a Third-Party Master Plan Review/Building Permitting process from the Development Agreement.

Signage:

The Applicant proposes to establish unique signage guidelines for the development via Signage standards (Chapter 10, Planned Development Standards) and a Signage Plan (Exhibit I). The Planned Development Standards establish written guidelines for a variety of signs that are not currently defined and/or not currently permitted by the Waxahachie Zoning Ordinance. These signs include Primary Entry, Secondary Entry, Tertiary Entry, Residential Navigation, and Directional signs that are proposed to take the form of large monuments. Due to the proposed size, proximity, and purpose of each of these signs, it was necessary for the Applicant to propose guidelines outside of the framework of the existing Waxahachie Zoning Ordinance. Exhibit I can be referenced for greater detail and a graphic representation of each sign.

Thoroughfare Plan:

The Applicant has provided a Thoroughfare Exhibit (Exhibit D) with this PD request that identifies the major thoroughfares proposed within subject property. Only some of the thoroughfares proposed on the subject property are generally consistent with the 2024 Waxahachie Thoroughfare Plan. The proposal includes two primary 120' Major Arterial thoroughfares in North-South and East-West directions. The North-South Major Arterial is proposed to extend from FM 1446 to FM 875; while the East-West Major Arterial is proposed to extend from the Brookside Road bridge to Lone Elm Road.

Additionally, 80' and 60' Collector thoroughfares are proposed throughout the subject property. A 72' "Enhanced Local Street" with on-street parking and upgraded landscaping is proposed to serve as a ring road around the center of the development. The Enhanced Local Street is a proposal unique to this development. While its landscaping and on-street parking design is desirable, it is important to note that it is not compliant with the 2024 Waxahachie Thoroughfare Plan. Chapter 4 of the Planned Development Standards incorrectly states that Waxahachie Thoroughfare Plan need not be amended prior to development of the subject property due to the proposed Thoroughfare Exhibit (Exhibit D) being compliant with the Waxahachie Thoroughfare Plan. As discussed at the 1/5/2026 City Council work session, this statement is inaccurate and is a technical error recommended for correction in the Conditions section below.

Access:

The Applicant's proposal to access the subject property is based primarily on the intersection of Brookside Road and I-35E. Beyond this intersection, the proposal includes two (2) direct connections to FM 875 to the north and one (1) direct connection to FM 1446 to the south. The proposal also includes one (1) additional future connection to FM 875 and FM 1446 via Lone Elm Road. However, these future connections via Lone Elm Road are proposed at full-build out of the development and do not currently include improvements to Lone Elm Road by the Developer. The Applicant has added a Chapter to the Planned Development Standards (9.2.1) requiring an "access route" in the form of a "public street, fire lane, or temporary road consisting of two layers of chip-seal over lime-stabilized sub-grade" be provided from I-35E to FM 875 prior to the issuance of the first Certificate of Occupancy (CO) in the development.

The Applicant proposes to support the initial phases of the proposed development by building only two-lanes (one lane per direction) of the Major East-West Arterial thoroughfare extending from the Brookside Road bridge. No additional improvements or modifications have been proposed to the southbound I35E exit and Service Road to Brookside Road. The distance from the beginning of the exit lane to the Brookside Road intersection is approximately 1,200'. This is the shortest distance between the beginning of a southbound I35E exit lane and an intersection in Waxahachie. Due to this, Staff concern remains with regard to traffic and the potential for vehicle stacking in the main lanes of I35E.

Traffic Impact Analysis (TIA):

The Applicant has provided a TIA for the proposed development to address traffic demands generated by the development. The latest version of the TIA was provided to Staff for review on January 9, 2026. Generally, staff has concern that the TIA does not provide definitive solutions to sufficiently mitigate or resolve the full traffic impact directly generated by the proposed development.

The TIA stresses that only a high-level analysis of traffic demands could be conducted at this time due to the conceptual nature of the current proposal and that additional TIA's will be needed every 1,000 lots in order to properly evaluate traffic improvement needs as the development proceeds. The TIA focuses primarily on the on-site roadway improvements needed to support the proposed development. The TIA states that the on-site thoroughfare proposal (Exhibit D) is sufficient to support full build-out of the development. The TIA also notes that Phases 1-2 (1,582 lots) of the proposed development can be supported by a two-lane (one lane per direction) east-west thoroughfare extending from the Brookside Road bridge alone. By the time of completion of Phase 3 (2,393 lots), the TIA notes that the east-west thoroughfare must by improved to 5 lanes and at least 2 lanes of the primary north-south thoroughfare must be connected to FM 875. The TIA does not include full analysis of major adjacent intersections; but does identify timing requirements for traffic signal installation by the Developer at Brookside Road, FM1446, and FM 875.

The TIA recommends that detailed studies be conducted with the development of every 1,000 lots on the subject property to ensure planning and development of the appropriate roadway infrastructure occurs as the property develops. However, it is important to note that the Development Agreement includes language stating that the Developer will not be responsible for funding or constructing any off-site roadway improvements that are not specifically identified at this time, regardless of whether they are warranted or necessary to support the development.

Street Sections:

The Applicant has provided a Street Section Exhibit (Exhibit E) and detailed Street Design standards (Chapter 9, Planned Development Standards) for each proposed thoroughfare and street type within the development. Exhibit E also includes proposed alley sections for both residential and non-residential conditions. The Exhibit includes graphics that identify the proposed drive-lanes, landscape buffer (parkway), and sidewalk/trail width for each street type. Where applicable, the exhibit identifies the width and location of landscaped medians and on-street parking.

The proposed street sections are generally consistent with standard City Street Sections with the exception of the Enhanced Local Street. As noted above, the Enhanced Local Street design does not meet the requirements of the Thoroughfare Plan due to the number of lanes (2). The proposal for Arterial and Collector streets also deviates slightly from the recommendations of the Comprehensive Plan by reducing the width of landscape buffers to accommodate wider lanes and sidewalks in some instances.

Phasing:

The Applicant has not included a definitive Phasing Plan in the PD request for property. The Phasing Plan attached as Exhibit P is conceptual and subject to change as development occurs. However, the Applicant has indicated that development of the subject property is anticipated to occur over at least thirty-nine (39) phases. Development of the subject property is generally expected to occur from east to west, beginning near the intersection of Brookside Road and Interstate 35E. There is no specific provision in the PD that requires development to progress from east to west; but the Development Agreement proposed for property does include several exhibits that summarize the initial infrastructure needed to develop "Phases 1-5" on the eastern portion of the property. Full buildout of the development is anticipated to take 15-20 years.

Comprehensive Plan Compliance:

The subject property is primarily situated within the Mixed Use Neighborhood placetype, as defined by the 2023 Waxahachie Future Land Use Plan (FLUP), with portions of the property identified under the Residential Neighborhood and Regional Commercial placetypes as well. Based on the current status of the documents submitted to support this proposal, staff has determined that the proposal is not compliant with the intent of the 2023 Waxahachie Comprehensive Plan. The proposal does not ensure the provision of the range of housing, site design criteria, or integration of residential, employment, and retail opportunities that is necessary to result in the development pattern identified by the Mixed Use Neighborhood placetype. Due to the presence of large exclusively residential PD Districts, the proposal represents a barrier to compliance with the Comprehensive Plan by eliminating the residential, employment, and retail integration established by the current zoning of the subject property.

Development Agreement & Municipal Management District (MMD):

A Municipal Management District, or MMD, is special district designed to allow for specific improvements, and maintenance of said improvements, on a property. The Texas Commission on Environmental Quality (TCEQ) is responsible for authorizing and overseeing the MMD along with the City. MMD's are financed by an additional assessment levied against the property owners within the district. In a practical sense, future property owners in the proposed development would recognize the MMD as an additional "tax". The MMD functions by allowing the district (Developer) to issue bonds to fund the construction of public and semi-public infrastructure for the development. These bonds typically have 30-year lifespans and are repaid by the assessments levied on future property owners within the district. A MMD may be used to maintain infrastructure in perpetuity, resulting in a perpetual assessment on members of the district, or may dissolve once the bonds are repaid.

Development Agreement & Municipal Management District (MMD) continued:

The Kemp Tract proposal includes a request for a Development Agreement to establish a MMD district to fund a wide range of infrastructure improvements on the property. The MMD assessment proposed for this development is $0.72 per $100 of taxable assessed value. This assessment rate is equivalent to approximately 118% of the current City property tax rate of $0.61 per $100.

It is important to note the extent to which the proposed MMD effects the zoning change request and vice versa. The Applicant proposes to utilize the MMD to fund construction and maintenance of a wide range of public streets, utilities, parks, trails, amenities, greenbelts, screening, and signage that are an integral part of the PD. A change to the MMD has the potential to significantly impact the final PD proposal or the ability of the developer to deliver the improvements required by the PD. Furthermore, the architectural and building material design guidelines for the structures proposed with this zoning request are enforceable only with the Development Agreement, not the PD itself. For these reasons, the PD proposal should not be approved without concurrent consideration and approval of the Development Agreement and MMD.

With such a significant assessment rate, it should be expected that the development provides the absolute highest possible level of value, quality, and design for future residents. At the time of publishing this staff report, the Applicant has not provided full detail for the capital costs and long-term maintenance costs of the MMD. The MMD proposal only includes general capital costs for water, wastewater, roadway, and stormwater infrastructure beyond Phase 6. Estimated maintenance costs for MMD maintained improvements such as trails, parks, etc. are not included. It is typical for proposals that include a request for a special district, such as a Public Improvement District (PID) or MMD, to include a fully detailed cost breakdown for all special district improvements at the time the zoning of the subject property is considered. Without these details, a fully informed decision regarding whether the MMD funds are proposed to be allocated appropriately, or whether the proposed $0.72 MMD assessment rate is reasonable, cannot be made.

STAFF CONCERNS

This section discusses topics that the City's professional Planning staff have remaining concern with following revisions made after the 1/5/2026 City Council work session. Concern related to each topic below were extensively discussed with the Applicant prior to the submission of the Applicant's final proposal for the development.

Brookside Road Chokepoint:

The primary access point for the property is the intersection of Brookside Road and I35E. Given the current configuration of the I35 entry/exit ramps, service roads, and the Brookside Road Bridge, this intersection is not sufficient to handle the traffic generated by initial phases. The distance from the beginning of the southbound I35E exit lane to the Brookside Road intersection is approximately 1,200'. This is the shortest distance between the beginning of a southbound I35E exit lane and an intersection in Waxahachie.

At the time of publishing of this report Staff has concerns with the TIA, specifically with regard to its conceptual nature and the feasibility of necessary roadway improvements proposed by the report. If viable improvements to the intersection cannot identified and undertaken, the traffic issues created by this intersection will be untenable once development occurs.

Neighborhood Mixed Use Residential (NMUR) Overlay:

Staff has concern that the poor distribution of MU tracts across the development will limit the availability of low-intensity neighborhood services to residents and result in increased congestion near the MU tracts that are provided. Appropriate neighborhood services include land uses that have a low impact on adjacent residences; such as pediatric offices, dental offices, dry-cleaners, small retail centers, indoor veterinary clinics, tutoring services, churches, etc. To alleviate Staff concern, the Applicant has added the NMUR Overlay (28 acres total) at four (4) locations within the subject property. However, the NMUR Overlay proposal still allows development of single-family residences by right, thereby making it unlikely that these areas will develop as neighborhood service uses. With an expected population of 30,000+, it is important to ensure that neighborhood service locations are established sufficiently throughout the subject property.

To ensure neighborhood services have the opportunity to develop, staff recommends that discretionary City Council approval be required for single-family development within the NMUR Overlay. Requiring discretionary City Council approval for development of single-family lots in the Overlay will ensure homes are not immediately developed in the area without a full, good-faith effort to establish neighborhood service uses first. If neighborhood services prove infeasible in the Overlay area at a point in the future, it is recommended that the Developer return to City Council for approval to develop single-family homes without needing to go through a Public Hearing process as defined by Section 2.04 of the Waxahachie Zoning Ordinance.

Lot Type Mix:

Staff has remaining concerns related specifically to the unchanged proposal for the provisions of a mix of lot types both within individual phases and the development as a whole. While the Applicant has added requirements for a small number of larger lots, the proposed framework for distributing the varied lot types within the development has not improved.

The proposed standards are too broad to reliably result in the use of more than 3 of the 15 proposed lot types within the development as a whole. Furthermore, the proposed standards still allow for entire phases to consist of a single lot type. When considered with the scale of the development, the proposed standards are likely to result in a highly monotonous development pattern that can have both a negative impact on value for future owners and aesthetic character for the City.

Anti-Monotony Controls:

Staff has remaining concern that the proposed anti-monotony language in Exhibit K is inconsistent with consensus reached at the 1/5/2026 work session wherein a modified “4-2” version of the current Waxahachie Anti-Monotony Standard was agreed to, as written below. The Applicant’s proposed language only prohibits the same elevation immediately to either side of a lot, or directly across the street. For example, two identical homes separated by only one lot can be constructed under the proposed language as long as the paint or color used for the homes are different shades. Staff recommends that the Anti-Montony language and the corresponding graphics in Exhibit K be revised to the language below.

- *No single building elevation shall be duplicated within four (4) lots in either direction on the same blockface. Elevations may not be duplicated on any lot or tract directly across a street or within two (2) lots in either direction.*

Park Timing & Improvement Specificity:

Staff has concern with the proposed timing of dedication of the Specialty Parks and Regional Trail Parks to the City. The Planned Development Standards note that completion and dedication of the first Specialty Park and all Regional Trail Parks shall occur within 120 days of the *completion of a final inspection* for 50% of homes in the immediately adjacent residential subdivision. This provision is inconsistent with the consensus reached at the 1/5/2026 work session wherein the Developer must ensure City acceptance of park improvements and park dedication occurs within 120 days of *issuance of a building permit* for 50% of the homes in the immediately adjacent residential subdivision.

Generally speaking, concern remains that corrections to the dedication framework will not result in a definitive timeline for park dedication. The framework allows dedication to be delayed indefinitely if lots in the adjacent residential phase are left undeveloped or if the Developer chooses to focus construction efforts in phases not immediately adjacent to the parks. With this framework, there is potential for delayed construction of required amenities for residents of the development. Tying park completion and dedication to a specific number of residential building permits within the development, as opposed to the immediately adjacent phase, is a way to mitigate this concern.

"Zoning in the Alternative":

The Developer requests that the proposed PD Zoning become effective once the Developer closes on the property. This proposal includes a provision that reverts or maintains the current zoning of the property if the Developer never closes. This is referred to as "Zoning in the Alternative" and is an uncommon practice due to the ambiguity it creates around what and when the subject property is actually zoned. If approved, issues may arise if the Developer enters into an extended purchasing process, thereby delaying the effective date of the approved zoning to a time when it may no longer be appropriate. Waxahachie has not approved a "Zoning in the Alternative" request and staff recommends that this request not be granted.

Technical Concerns:

The final PD, Development Agreement, and TIA provided by the Applicant on January 9th includes a few dozen technical errors and inconsistences. For example, these include (but are not limited to) incorrect exhibit references, typos, text unintentionally inconsistent with commitments made at the 1/5/2026 work session, language related to impact fee credit usage for which the City Attorney has not confirmed legality, and remnant language intended for deletion such as obligations for the City to use eminent domain to acquire easements or rights-of-way for the Developer.

These technical errors and inconsistences are significant in that they materially alter the form or function of the proposal; but are items that can be easily addressed or that the Applicant has agreed to address. Nonetheless, approval of the proposal should not be issued without a condition to address each of these individual technical errors and inconsistences. Staff has provided a recommended condition to address this issue in the Conditions section below. Each individual item of concern can be referenced in Exhibit 22.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 141 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PUBLIC NOTIFICATION RESPONSES

Staff received letters of support representing three (3) properties and letters of opposition representing nineteen (19) properties related to the proposed Planned Development zoning change request. It is important to note that some property owners provided multiple letters of support or opposition that are attached to this report in the Public Notification Responses exhibit.

CONDITIONS TO ADDRESS TECHNICAL ERRORS/CONCERNS

If the Council is considering a recommendation of approval for the PD request, staff recommends the following conditions of approval to address technical errors/concerns across the Planned development Standards, Development Agreement, TIA, and associated exhibits.

Conditions:

1. Prior to filing of the Planned Development Ordinance and/or Development Agreement, the Applicant shall revise the Planned development Standards, Development Agreement, TIA, and associated exhibits as per the staff comments in Exhibit 22 attached to this report.

ATTACHED EXHIBITS

1. Public Notification Responses
2. Planned Development Ordinance & Development Standards
3. Exhibit A – Zoning Location Map
4. Exhibit B – Concept Plan
5. Exhibit C – Permitted Uses
6. Exhibit D – Thoroughfare Exhibit
7. Exhibit E – Street Sections
8. Exhibit F – Open Space and Trails Plan
9. Exhibit G – Screening Plan
10. Exhibit H – Typical Lot Diagrams
11. Exhibit I – Signage Plan
12. Exhibit J – Development Tracking
13. Exhibit K – Brookside Road Enlargement
14. Exhibit L – Existing Conditions
15. Exhibit M – Legal Description
16. Exhibit N – Waxahachie-Midlothian Trail Reserve Conveyance
17. Exhibit O – Design Requirements
18. Exhibit P – Phasing
19. Development Agreement (MMD)
20. Development Agreement Exhibits A – Q
21. Supplemental Information
    - Commercial Land Use Analysis
    - Comprehensive Plan Compliance Analysis
22. Exhibit 22 – Staff Comments on Technical Errors/Concerns

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the Applicant shall provide the Planning Department one revised electronic plan set that incorporates all conditions of approval.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
   a. If conditions of approval are not satisfied, then the Applicant will be notified to make additional corrections and provide an additional revised submittal. All conditions of approval are required to be satisfied prior to filing of the Planned Development Ordinance and/or Development Agreement.

Dear Mayor and Members of the City Council,

I want to begin by saying that I am not opposed to development, and I am not opposed to Municipal Management Districts when they are managed responsibly. I understand that growth can benefit a city, but growth has to be done in a way that is fair, balanced, and sustainable.

The MMD now under consideration raises serious concerns that I believe must be addressed before approval. The plan calls for a **six-lane arterial road feeding directly into a two-lane state highway bridge.** That bridge is the primary connection for many residents in the area. Without a coordinated plan to expand or improve that crossing with TxDOT, this district would lock in a long-term traffic nightmare.

For my own neighborhood, the situation is even more immediate. I live on a **dead-end street that will be opened directly into this new fairway.** What is today a quiet residential street would suddenly become the mouth of a six-lane arterial. That change carries with it significant burdens:

- **Noise and vibration** from six lanes of constant traffic, where there is now peace and quiet.
- **Safety risks** every time I or my neighbors attempt to enter or exit our street into fast-moving arterial traffic.
- **Loss of privacy and neighborhood character,** as our dead-end street becomes a feeder for regional traffic instead of a residential space.
- **Declining quality of life,** with our homes exposed to traffic volumes and conditions they were never meant to handle.

Despite carrying these burdens, residents like myself would have **no vote and no representation** on the MMD board. We shoulder the impacts, yet have no influence over the decisions that create them.

And if traffic overwhelms the bridge and surrounding streets, the MMD will not be responsible for the fix. The city, TxDOT, and taxpayers will be left to deal with it—long after the developer and the district have advanced their interests.

For these reasons, I respectfully urge you not to approve this MMD as it stands. At a minimum, I ask that you delay approval or condition it on:

- A full traffic impact study available for public review.
- Formal coordination with TxDOT regarding the bridge capacity.
- A binding plan for how both the bridge bottleneck and neighborhood access will be addressed before development outpaces infrastructure.

Approving this district without those safeguards is not responsible growth—it is a decision that risks permanent congestion, damages nearby neighborhoods, and shifts costs onto taxpayers.

I ask that you use your leverage now, while you have it, to ensure that this development proceeds in a way that protects both the city and its residents.

Respectfully,
Jose Antonio Tovar Jr
415 Brookside Road,
Waxahachie, Texas 75167

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-232-2024

SUN VALLEY CLUB LLC
PO BOX 954
WAXAHACHIE, TX 75168-0954

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 3, 2025 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Dennis Church, Minto Communities Texas, LLC, for a **Zoning Change** from Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD), and General Retail (GR) zoning districts to a Planned Development (PD) zoning district, located at 300 Brookside Road (Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652) – Owners: Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley (ZDC-232-2024)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please scan the QR Code or contact the Planning Department at (469) 309-4290 or Planning@Waxahachie.com for additional information on this request.

Scan for additional information.

Case Number: ZDC-232-2024 **City Reference: 180476**

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT ☒ OPPOSE

Comments:
I oppose the subject proposed zoning change, subject review of traffic & hyrdrology studies, confirmed by the appropriate jurisdictions.

Signature

Robert G. Farris, Sr.
Printed Name and Title

October 11, 2025
Date

6059 E FM 875, Waxahachie, Texas 75167
Address

Scanned with CamScanner

Case Number: ZDC-232-2024 **City Reference:** 189328

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

RECEIVED OCT 20 2025

☐ SUPPORT ☑ OPPOSE

Comments:
I am concerned about traffic flow, litter, noise & crime.

Barbara Owens
Signature

11-16-25
Date

BARBARA OWENS
Printed Name and Title

407 BROOKSIDE RD.
Address

Case Number: ZDC-232-2024 **City Reference:** 172330

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

RECEIVED OCT 20 2025

☐ SUPPORT ☒ OPPOSE

Comments: If they would build out with larger homes and lots and not be so dense, I would be for it.

Signature

10/15/25
Date

Dean Settlemyer Owner
Printed Name and Title

605 Brookside Rd 75167
Address

Case Number: ZDC-232-2024 **City Reference:** 180734

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT ☒ OPPOSE

RECEIVED OCT 20 2025

Comments:

Signature Catherine Pohlman

Date 10/12/25

Cary Pohlman - owner

Printed Name and Title

Catherine Pohlman - owner

Address 1045 Lone Elm Rd. WAXAHACHIE, TX 75167

Venissat, Michelle

From: Chris Barnes <barnecd1234@yahoo.com>
Sent: Monday, October 20, 2025 6:54 PM
To: Planning
Subject: Case number ZDC-232-2024

[Some people who received this message don't often get email from barnecd1234@yahoo.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

To whom it may concern

My name is Christopher Barnes son of former Mayor Doug Barnes and I reside at 607 Brookside Road in waxahachie, TX. I oppose this case number zdc-232-2024. My reason is Brookside rd is one way in one way out with no exit points. This development would have to re-configure Brookside rd and the area would not be able to handle the traffic and the influx of homes/people to this area. The infrastructure alone would not be able to equip that many people and homes. This is a bad idea for development.

Thank you

Chris

...Homes, William & Leanne Kelley (ZDC-232-2024)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please scan the QR Code or contact the Planning Department at (469) 309-4290 or Planning@Waxahachie.com for additional information on this request.

Scan for additional information.

Case Number: ZDC-232-2024 **City Reference:** 172320

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☐ SUPPORT ☑ OPPOSE

Comments: See Comments in Email

Signature

10/20/25
Date

Christopher Barnes
Printed Name and Title

607 Brookside Rd
Address

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-232-2024

<>

LUNA MIREYA
1411 LONE ELM
WAXAHACHIE, TX 75167

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Scan for additional information.

Case Number: ZDC-232-2024 **City Reference: 194822**

***Your* response to this notification is optional. If you choose to respond, please return this form by *5:00 P.M.* on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to *Planning@Waxahachie.com* or you may drop off/mail your form to City of Waxahachie, Attention: *Planning, 408* South Rogers Street, Waxahachie, TX 75165.**

☐ SUPPORT ☒ OPPOSE

Comments:

Mireya Luna. — Signature

10-22-25 — Date

Mireya Luna. — Printed Name and Title

1411 Lone Elm — Address

returning the bottom portion of this notice. Please scan the QR Code or contact the Planning Department at (469) 309-4290 or Planning@Waxahachie.com for additional information on this request.

Scan for additional information.

Case Number: ZDC-232-2024 **City Reference: 216895**

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT ☑ OPPOSE

Comments:
This plan will impede Public Roadway Farm Access & create Significant re-routing. Housing density is way Too high. We have current Pending Litigation about this issue

Signature

10/21/2025
Date

Terry May
Printed Name and Title

711 Brookside Rd, Wax. TX.
Address

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-232-2024

NAY TRUST B
PO BOX 605
WAXAHACHIE, TX 75168-0605

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 3, 2025 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Dennis Church, Minto Communities Texas, LLC, for a **Zoning Change** from Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD), and General Retail (GR) zoning districts to a Planned Development (PD) zoning district, located at 300 Brookside Road (Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652) – Owners: Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley (ZDC-232-2024)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please scan the QR Code or contact the Planning Department at (469) 309-4290 or Planning@Waxahachie.com for additional information on this request.

Scan for additional information.

Case Number: ZDC-232-2024 **City Reference: 260392**

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT ☑ OPPOSE

Comments:
Density too high, will impeed Farm/Ranch operations.
Entire Farm/Ranch is adjoining To Walton Group - Meritus Devel.

Signature

10/23/25
Date

Nay Trust B, Darell Nay Trustee
Printed Name and Title

1550 F.M. 1446, Waxahachie, TX
Address

Venissat, Michelle

From: terry.nay <terry.nay@att.net>
Sent: Tuesday, October 21, 2025 4:54 PM
To: Planning
Subject: ZDC-232-2024
Attachments: 20251021_153107.jpg

Some people who received this message don't often get email from terry.nay@att.net. Learn why this is important

We are ALL Opposed to the approval of this Zoning Change. Three effected land owners currently have pending litigation in Federal Court in reference to existing Ingress/Egress with The Walton Group and potentially Mentos.

The density of this development is way to high. Future Ingress/Egress, (through a dense sub-division, with normal street parking) will futher be hender and will significantly harm thr existing Farm/Ranch operations of adjoining properties.

Please take these issues into strong consideration for Planning, P&Z and City Council.

Terry Nay,
Darell Nay, Nay Trust,
Robert Ermatinger

Adjoining Property Owners

Sent from my Galaxy

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-232-2024

ANDERSON MARTHA K & MICHAEL W
413 BROOKSIDE RD
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 3, 2025 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

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Case Number: ZDC-232-2024 **City Reference: 189335**

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☐ SUPPORT ☒ OPPOSE

Comments:

Michael W. Anderson
Signature

Wed. 9/22/25
Date

MICHAEL W. ANDERSON HOME OWNER
Printed Name and Title

413 BROOKSIDE RD.
Address

Waxahachie City Council
401 S. Rogers Street
Waxahachie, Texas 75165

October 20,2025

RECEIVED OCT 24 2025

City Council Commissioners:

My name is Kathy Kacal, I live at 405 Brookside Road in Waxahachie. I am protesting what the Minto Group is trying to build in this area. I am protesting this development because of the following;

1. Traffic and the cutting off the Brookside Road exit.
2. Thinking they can fill in the pond or divert the watercourse.
3. Noise from the traffic and music. . Brookside is a quiet family neighborhood.
4. Trash from the retail and others.
5. Seeing back yards from our front yards.
6. Lighting in the area.
7. Increase of crime in the area.
8. Treating our neighborhood as if we were nonexistent or second-class citizens... examples are available.
9. Also, the fact that Minto is a Canadian owned company. Should we be doing business with some company that is not US owned?
10. There are numerous problems with the building and construction after the sale of the properties/ granted there are some good reviews but the complaints are significant. Again information is available.
11. Their building types do not fit this area's historical view of Waxahachie.
12. I fear for the safety of our families, children, and property with the party lifestyle plan the Minto Company is planning brings, i.e. drunk drivers and obnoxious partiers.

There are already new 55+ housing communities now available in Waxahachie. Why should any more be built which may put a strain on the medical service around the area.

I value the sanctity of my home and the Brookside neighborhood over Minto's pocketbook; therefore, I am protesting any of this development.

Concerned Protesting Brookside Neighbor,

Waxahachie City Planning and Zoning
401 S. Rogers Street
Waxahachie, Texas 75165

October 20,2025

RECEIVED OCT 24 2025

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Concerned Protesting Brookside Neighbor,

Kathy Kacal

Waxahachie City Council
401 S. Rogers Street
Waxahachie, Texas 75165

October 20,2025

RECEIVED OCT 24 2025

City Council Commissioners:

Our names are Jose and Geneva Alcala Jr. , We live at 411 Brookside Road in Waxahachie. We are protesting what the Minto Group is trying to build in this area. We are protesting this development because of the following;

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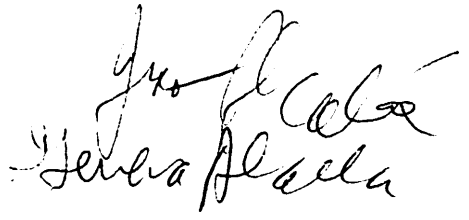
Concerned Protesting Brookside Neighbor,



Waxahachie City Planning and Zoning
401 S. Rogers Street
Waxahachie, Texas 75165

October 20,2025

RECEIVED OCT 2 4 2025

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Concerned Protesting Brookside Neighbor,

Jose Alcala
Geneva Alcala

Waxahachie City Planning and Zoning
401 S. Rogers Street
Waxahachie, Texas 75165

October 20,2025

RECEIVED OCT 24 2025

Planning and Zoning Commission:

My name is Barbara Owens, I live at 407 Brookside Road in Waxahachie. I am protesting what the Minto Group is trying to build in my area. I am protesting this development because of the following;

1. Traffic and the cutting off the Brookside Road exit.
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I value the sanctity of my home and the Brookside neighborhood over Minto's pocketbook; therefore, I am protesting any of this development.

Concerned Protesting Brookside Neighbor,

Barbara Owens

Waxahachie City Council
401 S. Rogers Street
Waxahachie, Texas 75165

October 20,2025

RECEIVED OCT 2 4 2025

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Concerned Protesting Brookside Neighbor,

Barbara Owens

Waxahachie City Council
401 S. Rogers Street
Waxahachie, Texas 75165

October 20,2025

RECEIVED OCT 24 2025

City Council Commissioners:

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Concerned Protesting Brookside Neighbor,

Martha Anderson
Michael W. Anderson

Waxahachie City Planning and Zoning
401 S. Rogers Street
Waxahachie, Texas 75165

October 20,2025

RECEIVED OCT 24 2025

Planning and Zoning Commission;

Our names are Michael and Martha Anderson. We live at 415 Brookside Road in Waxahachie. We are protesting what the Minto Group is trying to build in this area. We are protesting this development because of the following;

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Concerned Protesting Brookside Neighbor,

Martha Anderson
Michael W. Anderson

Waxahachie City Council
401 S. Rogers Street
Waxahachie, Texas 75165

October 20,2025

RECEIVED OCT 24 2025

City Council Commissioners:

Our names are Jose and Veronica Tovar Jr. , We live at 415 Brookside Road in Waxahachie. We are protesting what the Minto Group is trying to build in this area. We are protesting this development because of the following;

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Concerned Protesting Brookside Neighbor,

Veronica Tovar

Waxahachie City Planning and Zoning
401 S. Rogers Street
Waxahachie, Texas 75165

October 20,2025

RECEIVED OCT 24 2025

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Concerned Protesting Brookside Neighbor,

Veronic Tovar

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-232-2024

RECEIVED OCT 27 2025

KACAL KATHY L
405 Brookside Rd
Waxahachie, TX 75167-2209

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 3, 2025 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

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Case Number: ZDC-232-2024 **City Reference: 189334**

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☐ SUPPORT ☒ OPPOSE

Comments:
I oppose due to traffic problem, noise, water course, Trash and lighting. All this will affect my home and the entire neighborhood

Kathy Kacal
Signature

10/15/2025
Date

Kathy Kacal
Printed Name and Title

405 Br
Address

Zack King, AICP
Planning Manager
City of Waxahachie
O: 469-309-4294
zking@waxahachie.com
cc: Trenton Robertson, Trenton.robertson@waxahachie.com

City of Waxahachie, Planning Department
PO Box 757
408 S. Rogers St.
Waxahachie, Texas 75168
planning@waxahachie.com

RE: Kemp Tract Planned Development - ZDC-232-2024

Dear Mr. King,

As a manufacturer and employer in Waxahachie, we are reaching out in support of the Kemp Tract Planned Development and related approvals to be considered by the Planning & Zoning Commission and City Council. We ask that you include our letter of support as part of the public record associated with the approval processes for the Kemp Tract.

James Hardie Building Products Inc. ("James Hardie") has manufactured our exterior cladding and trim fiber cement products since 2001 at our facility located on Highway 77. We employ over 200 employees and manufacture enough products to ship approximately 1750 trucks per month. For over 25 years, we have proudly contributed to the economic prosperity of Waxahachie and met the demand for durable, resilient exterior cladding products on homes throughout Texas.

As Texas attracts more businesses and growth, especially in the DFW region, we believe that the Kemp Tract meets the growing needs of Waxahachie for intentional growth and attainable housing. Specifically, the planned development provides for a diverse option of home types and price points and a thoughtfully planned and intentional community environment with parks, trees, trails and schools.

In 2023, the City organized an extensive public outreach process to update its Comprehensive Plan ("Plan") for the future of Waxahachie. A key component of that Plan

JamesHardie

included intentional, thoughtful and well-planned complete neighborhoods with diverse housing types, connectivity, pedestrian trails, open spaces, and fiscal responsibility. The Plan ultimately adopted, focuses on planned growth that will not fiscally drain the City in future years through ongoing maintenance needs. The Plan also promotes higher density and higher tax bases per acre than conventional subdivisions. We find that the Kemp Tract meets the criteria and vision of the Plan and should be approved.

We thank you for your thoughtful approach in ensuring a bright future for Waxahachie. As a critical partner to the economic prosperity of Waxahachie, we appreciate your vote in support of the Kemp Tract development. Our residents deserve beautiful, resilient and diverse communities that meet the needs of a growing and vibrant Waxahachie!

Sincerely,



Brian Billingsley
Plant Manager

Cc: Mackenzie Smith Ledet, Director of Government Relations

Venissat, Michelle

From: King, Zack
Sent: Thursday, December 4, 2025 4:04 PM
To: Venissat, Michelle; Robertson, Trenton
Cc: Brooks, Shon
Subject: FW: Minto Project/Wax Resident

FYI

From: Craig Martin <craigmartin484@gmail.com>
Sent: Thursday, December 4, 2025 4:00 PM
To: King, Zack <zking@waxahachie.com>
Subject: Minto Project/Wax Resident

You don't often get email from craigmartin484@gmail.com. Learn why this is important

Dear Mr. King,

As a resident of Ellis County I request that you enter this letter of support for the approval of the Kemp Tract Planned Development and related approvals into the public record.

My name is Craig Martin; my wife, infant son, and I have been residents of Waxahachie/Ellis County since July-2024.

I believe the project provides the opportunity to provide for orderly growth and the expansion of community infrastructure for the city and Ellis County.
As an employer I see this community as instrumental in providing housing that is attainable for existing and prospective employees. As a parent, I can see this community helping my children to someday buy a home and stay in Waxahachie. The community zoning documents provide for a diverse set of home types at many price points, all set in a well planned environment with parks, trails, schools.

I especially like that there is a plan for the financing and development of the infrastructure by the developers and people that will live there. This major expansion of throughfares and utilities is in our comprehensive plan and will allow eastern Waxahachie to prosper and grow.

We all enjoy light traffic and rural lifestyles but we should recognize the benefits this proposal can have on the job prospects for our children and the potential economic benefits for the city, WISD and for the general business community. A few highlights from the submitted economic report are as follows:

- Real Property tax base of $5.7 billion for the City of Waxahachie which with related taxes will generate $42.2 million in new revenue annually.
- Real Property tax base in Ellis County of $5.9 billion resulting in $15 million new annual property tax revenue.
- The Waxahachie Independent School District will see $56 million annually in new property tax revenue.
- Over the life of construction, the project will create 2792 full time jobs in Ellis County and generate $2.4 billion in employment income.

We can’t just build houses. We need to provide for schools, parks, recreation and civic life. Through coordination with WISD on student generation, programming and location, the community will provide sites for three elementary and one middle school. The sites will be located next to connecting multi-modal trail systems for safe access and Minto is paying for 25 acres of public ball fields next to the schools that can share resources with the school recreation facilities.
The plan also has the developer paying for a significant portion of the Waxahachie - Midlothian trail as it extends toward Midlothian. That expansion will be part of a 150 acre public park with paved walking trails, mountain bike and nature trails extending up from the regional trail.

In 2023 the city organized an extensive public outreach process to update our Comprehensive Plan to envision what Waxahachie should become. A key component of that was that we should build complete neighborhoods with a mix of uses. The Plan consistently reiterates several themes carried through in the proposed development including mix of housing types, connectivity, pedestrian trails, open space, and fiscal responsibility. The adopted plan also has a strong focus on planning growth that will not be a fiscal drain on the city in future years as maintenance is needed. It promotes higher density and higher tax base per acre than conventional subdivisions. This community meets those criteria and should be approved.

Thank you for your consideration.

Sincerely,

CRAIG MARTIN
(214)457-2844

From: J Meissner
To: Planning
Subject: Opposition to ZDC-232-2024 zoning changes
Date: Thursday, December 11, 2025 6:03:36 AM

Some people who received this message don't often get email from meissner_j@outlook.com. Learn why this is important

I am writing to encourage the ***denial*** of the requested zoning changes for ZDC-232-2024. The P&Z committee brought to the surface a great number of deficiencies, which ultimately takes power away from the city, and grants it to the land owner/developer. In addition creates significant loopholes for manipulating mandates based on phased development, sliding-scale-land-use percentages, double-dipping on reimbursements, compliance with ambiguous standards and many more:

A very small sampling provided as examples:

- Reducing school build-outs by assuming less child occupants in Active Adult housing (*Planning & Zoning Department Zoning Staff Report case: ZDC-232-2024* (Page 13, Para. 6))
- Eschewing the Waxahachie Subdivision Ordinance requiring 245-Acre open land requirement in favor of 180 acres, with which 45-50 of said acres fall within the 100-year flood plan, which is not permitted. (Page 14, Para. 3.)
- Creation of a Master Approval Process (Page 19, Para. 1) which *significantly* reduces the discretion the city has regarding any permits. "The proposal authorizes the developer to receive permit approval by third-party plan reviewers and obligates the City to accept the determination of the third-party without the opportunity for further review by City staff. " (Para. 2).

While briefly covered in *Planning & Zoning Department Zoning Staff Report case: ZDC-232-2024* (Page 12, Para. 2), regarding the attached permitted use chart (Attached to report as Exhibit C), I cannot overemphasize the risk of "several inappropriate uses by-right in the MU district." As mentioned in the report, and something that cannot be overemphasized is the possibility of a data center. It does not require much research to find our fellow Texans who have had their neighborhoods, health, electricity reliability, water availability, and land values destroyed by the building of these data centers. This alone is reason enough to prevent this from happening.

Granbury TX (MARA Holdings)
https://www.texastribune.org/2025/10/09/texas-hood-county-crypto-noise-incorporate-city/

Hays County TX (Cloudburst)
https://universitystar.com/33993/opinions/cloudburst-data-center-exploits-hays-county/

Furthermore, while the bulk of the attention has been towards the Brookside entry point, it deserves mentioning the impact to FM1446, which is already struggling with current traffic/bleed over from FM66, not to mention the additional housing tract consisting of 73 new houses being built by Lillian homes, not too far away from this development. Anyone who travels FM66 or FM1446 in the morning can attest to the significant traffic backup at the connector to I35E. Using the numbers straight from the *Planning & Zoning Department Zoning Staff Report case: ZDC-232-2024* (Page 5, Para. 2) report, adding 33,902 individuals (65.9% of the current population of Waxahachie), to an area served by two, two-lane roads, each of which with no traffic lights at major intersection to I35E amounts to unfathomable traffic and consequently road rage and traffic accidents. These roads are already shared with agriculture equipment for nearby farms, reducing the carrying capacity/bandwidth even more than a typical urban two-lane road. Taking into account the limited number of roads, the limited capacity of the roads, the population explosion of this development, one can see this is a recipe for disaster. Without the *developers* (Not existing resident tax payers) paying for a substantial road-widening-project, and traffic signal placement on both sides of I35E intersections (FM875 and FM1446), this project will essentially shut down traffic flow for the entire city west of I35E.

Thank you for consideration of these concerns related to the zoning change request for ZDC-232-2024.

J. Meissner

Venissat, Michelle

From: terry.nay@att.net
Sent: Wednesday, January 7, 2026 9:32 AM
To: Billie Wallace; Patrick Souter; Tres Atkins; Chris Wright; Travis Smith; Planning; Villarreal, Amber
Cc: dnay@thenaycompany.com; Troynay@mac.com; dlseery1021@gmail.com; Jamielynnnay@gmail.com; rob@houstonsignarama.com; Masonnay422@gmail.com; coraannnay07@gmail.com; corbin.nay@icloud.com
Subject: Case ZDC-232-2024, Minto Zoning Change "Kemp Ranch/Presbyterian Home Properties

Importance: High

Follow Up Flag: Follow up
Flag Status: Completed

You don't often get email from terry.nay@att.net. Learn why this is important

Mayor Wallace, Council Members, and City Planning and City Attorney

Please be aware and consider the following:

OFFICIAL STATEMENT OF OPPOSITION AND NOTICE OF LAND-USE CONFLICT

RE: Case ZDC-232-2024 (The "Kemp Tract" & "Presbyterian Home" / Minto Communities Texas, LLC)

TO: The Honorable Mayor and City Council of Waxahachie, Texas

DATE: January 6, 2026

FROM: Darell Nay, Troy & Lauren Nay, Terry & Jamie Nay, Mason Nay, Corbin Nay, Cora Nay, Rob and Chelsea Ermatinger, Donna Seery, Maxine Schmidt, & Nay Trust B.

1550 FM 1446 & 711 Brookside Rd

Waxahachie, TX 75167

NOTICE TO WAXAHACHIE MAYOR, CITY COUNCIL, AND CITIZENS:

Like each of you, we love our small town and its rural heritage. We are proud to call Waxahachie and Ellis County home, having contributed to its betterment for three generations. Being part of this community is a privilege we do not take lightly.

Please accept this letter as a formal, permanent record of opposition to the proposed zoning change for Case ZDC-232-2024. This is not merely a request for a density adjustment; it is a plea to save the character of our community. The current zoning is already extremely dense at approximately 8,000 dwelling units; increasing this to 13,000+ units represents an additional **65% increase in density.** This urban-core profile does not fit the surrounding community or the infrastructure of Waxahachie.

1. The "Point of No Return"

The City Council must acknowledge a sobering reality: **This decision is irreversible!** Once these 3,200 acres of historic Kemp Ranch and Presbyterian Home land are paved over and packed with high-density units, Waxahachie can never go back. We cannot "un-pave" sprawl or "un-crowd" our streets. A population surge of 35,000 people will

fundamentally end the "small-town charm" that defines our city. As elected officials, your actions must reflect the desires of the constituents you serve, not the ambitions of a foreign developer.

2. Wealth Extraction by Foreign Interests

The applicant, Minto Communities, is a subsidiary of a multi-billion dollar Canadian conglomerate. While their representatives may be friendly and professional, they are not our friends or neighbors. They do not live here, shop here, coach or contribute to our youth sports, own and operate local business, or pay local taxes into our system. They don't even currently own the subjective land. Their primary objective is to extract maximum profit from our local soil and export it to international shareholders. We are being asked to sacrifice our quality of life so a foreign entity can profit from the resulting gross congestion and our decreased quality of life.

3. Legal Notice of Incompatible Land Use (Texas Right to Farm Act)

As owners of an adjoining 350-acre family farm/ranch, we are providing formal notice that our operations are protected by the **Texas Right to Farm Act.** Approval of this ultra-dense zoning is a conscious decision by the City to place 35,000 residents in a permanent **"Conflict Zone."**

Our legal and necessary agricultural operations include:

- Livestock noise (bellowing cattle) and odors.
- The application of fertilizers, herbicides, and pesticides.
- Controlled property management burning, (crop stubble and brush), which creates smoke carried by prevailing south winds directly into the proposed development.
- Heavy dust from plowing, harvesting, and hay production.
- Noise from our "Party Barn" event venue and early-morning/late-night hunting.

By approving this, the City is knowingly creating a **permanent public nuisance.** You are inviting endless friction and litigation between new residents and established agricultural legacies.

4. The Hidden Tax on Current Residents

A Public Improvement District (PID) may pay for the "pipes," but the current taxpayers of Waxahachie will pay for the **people, additional infrastructur and the preservation.** The PID does not cover the perpetual cost of doubling city personnel for Police, Fire, EMS, Water/Sewer, and Parks. This development represents a massive, ongoing unfunded mandate for the existing citizens of Waxahachie.

5. A Call for "Better, Not Bigger"

Growth should enhance a city, not erase it. Waxahachie is a "Great Place to Live, Work, and Play" because we have resisted the hollow, concrete sprawl of the Metroplex. We urge this Council to adopt a vision of being **Better, Not Bigger.**

Conclusion:

Council members, you are the gatekeepers of our heritage. We ask you to look past the glossy renderings and see the reality: a congested town, family ranching legacies choked out, and a burdened tax base. Growth is inevitable, but it is **controllable.**

You have received numerous statements of opposition and zero letters of support from anyone who does not stand to gain financially from this project. We ask you to carry out the public's clear wishes. Choose Waxahachie over Minto.

Please vote NO on the Zoning Change for ZDC-232-2024.

Respectfully,

Terry Nay and The Nay Family, Et Al.

Venissat, Michelle

From: terry.nay@att.net
Sent: Wednesday, January 7, 2026 10:18 AM
To: Billie Wallace; Tres Atkins; Chris Wright; Travis Smith; Patrick Souter; Planning
Subject: CORRECTION.

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from terry.nay@att.net. Learn why this is important

Mayor and Council members,

Please excuse my mistake on the previous email, I referred to the requested MMD as a “PID”, (too many different acronyms for these taxing districts). Trenton graciously pointed this out early this morning. Hang on to this guy, he is super sharp and “on the ball”!

Thanks You,

Terry Nay, Et Al

Venissat, Michelle

From: STEVE LABREC <rlabrec11@comcast.net>
Sent: Saturday, January 10, 2026 8:56 AM
To: Planning
Subject: Fwd: Kemp ranch and Presbyterian home areas request

Some people who received this message don't often get email from rlabrec11@comcast.net. Learn why this is important

---------- Original Message ----------
From: STEVE LABREC <rlabrec11@comcast.net>
To: "planningdepartment@waxahachie.com" <planningdepartment@waxahachie.com>
Date: 01/10/2026 8:49 AM CST
Subject: Kemp ranch and Presbyterian home areas request

Hello,

I am totally against the proposal of Case ZDC-232-2024. We use FM 875 quite often, Part of our family lives on that side of Midlothian. We also, have family that live in Midlothian and work in Waxahachie and use FM875. This road, cannot handle a new "city" that is being proposed, and no proposal for improving FM875 road. FM875 is being over grown as it is, take a look at Skinner Road. This sounds like the problem Goodland, has with Hwy 287. No one has mentioned, the railroad crossing, just off Bus 287, and the backup that could occur, if a town of 50,000 lives just down the road. Bus 287 is crowded as it is, with the schools. Waxahachie, cannot afford new property taxes to pay for infrastructure, police, fire, etc. Please, please, do not vote for this development.

Thank you for your time

Linda LaBrec
Waxahachie, Texas

Venissat, Michelle

From: STEVE LABREC <rlabrec11@comcast.net>
Sent: Saturday, January 10, 2026 9:10 AM
To: Planning
Subject: Case ZDC-232-2024

Some people who received this message don't often get email from rlabrec11@comcast.net. Learn why this is important

Good morning,

I am not in favor of building a new city, off FM875. This area, cannot possibly handle a potential city of 50,000 people. This is off a FM road, a 2 lane road, not a 4 lane highway, and no plans to expand. Look at the railroad crossing, imagine, traffic backed up on Bus 287, for miles, because traffic cannot get to FM875 when a train is crossing, or stopped for hours. It is bad enough, as it is.
Waxahachie, cannot afford paying for this amount of new infrastructure, we can't handle our population as it is. How can a foreign owned company, come in and build, and not carrying what this will do to our community, Follow the money.
We just cannot afford higher taxes, for all this will require to build a new city. Please, do not approve, thank you

Steve LaBrec
Waxahachie, Texas

Venissat, Michelle

From: Briana Vanderburg <brianavanderburg@gmail.com>
Sent: Sunday, January 11, 2026 4:28 PM
To: Planning
Subject: Opposition to Case ZDC-232-2024

Some people who received this message don't often get email from brianavanderburg@gmail.com. Learn why this is important

Mayor and City Council Members,

I am writing to clearly state my opposition to Case ZDC-232-2024.

This proposal represents an excessive increase in density and scale that would permanently alter Waxahachie's infrastructure, traffic capacity, public safety demands, and overall quality of life. A development of this size effectively creates a "city within a city" and places long-term burdens on existing residents that cannot be undone once approved.

Growth is inevitable, but growth of this magnitude and density is not necessary to support Waxahachie's future. The requested zoning change exceeds what our roads, services, and community character can reasonably sustain.

I appreciate the hard work of the Mayor, City Council, and Planning Department staff, and I do not view this as a reflection on their dedication. However, I believe approving this case would be a mistake with irreversible consequences.

I respectfully urge the City Council to vote **NO** on Case ZDC-232-2024.

Thank you for your time and service.

Respectfully,
Briana Vanderburg

Venissat, Michelle

From: Jeff Frazier <Jeff.Frazier@interbank.com>
Sent: Tuesday, January 13, 2026 2:29 PM
To: Planning
Cc: Billie Wallace; Patrick Souter; Tres Atkins; 'cwright@waxhachie.com'; Travis Smith
Subject: Case ZDC-232-2024

Follow Up Flag: Follow up
Flag Status: Flagged

Some people who received this message don't often get email from jeff.frazier@interbank.com. Learn why this is important

Good Afternoon,

My name is Jeff Frazier and I reside at 1770 FM 1446, Waxahachie, TX.. I wanted to reach out and thank the City staff and the council for the time and effort that has been put in on the proposed development of the old Kemp Ranch and Presbyterian Home. My home and property adjoins this proposed development on the South side. Although I am not excited about a lot of new roof tops on my horizon, I am not naïve. The growth is coming whether it is this group or a bunch of smaller developers in the near future. Based on the P&Z meetings I have attended, it appears that this development is unpopular; however I believe that working with one single development group has a lot of advantages for our City. It affords the City the chance to keep our foot on their neck and do what they agree to do in the Development Agreement. I am **in favor** of the City Council and Staff continuing to find a way forward with the Minto Group if possible.

As a side note, my wife and I own a home near Panama City Beach, Florida where Minto currently has a development going. We drove through their development and it is very nice and well-appointed with tons of amenities. Hopefully they would bring the same quality development to Waxahachie.

Thanks for your time,

Jeff Frazier

Jeff Frazier
Executive Vice President
Community Bank President
Jeff.Frazier@interbank.com | www.interbank.com
300 N. Highway 77
Waxahachie, TX 75165
Office: 972-935-5222
NMLS ID: 407583



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Venissat, Michelle

From: Brenda Pope <brendapope377@gmail.com>
Sent: Wednesday, January 14, 2026 6:25 PM
To: Planning
Subject: Attn City Council Members

Some people who received this message don't often get email from brendapope377@gmail.com. Learn why this is important

Case: ZDC-232-2024

I do not agree with this proposal for housing. Please do not approve. Please preserve our city.

Brenda Pope
106 Mustang Creek Dr
Waxahachie.

Thu 1/15/2026 4:38 PM

G

gha04021@gmail.com

Case ZDC-232-2024

To **Planning**

Some people who received this message don't often get email from gha04021@gmail.com. Learn why this is important

I am opposed to the houses and business increase on 1446. Traffic is bad enough without this increase! I am a senior citizen, and higher taxes will eat up what little I have. I moved here for the small town feel and country life.

Please reject this development!

Glenda Adams

BC

Sat 1/17/2026 10:50 AM

Barnes, Cathy <CathyBarnes@mhd.com>

Case ZDC 232 2024

To **Planning**

Some people who received this message don't often get email from cathybarnes@mhd.com. Learn why this is important

To Whom It May Concern

I am not in favor of the above reference case as I do not believe it is good for Waxahachie, Tx

I am fearful that bringing this many people to our small town is not a good idea.

The citizens are the heart and soul of waxahachie and yes I know you are in favor of this idea because you council people think we need to get more revenue. Not so.....Leave our small town what's left of it a small town.....My vote would be HELL NO.....

Cathy Barnes

****

Reply Reply All Forward

Sun 1/18/2026 11:54 AM

JK

Julie Kempf <jmk75167@gmail.com>

ZDC-232-2024

To **Planning**

Some people who received this message don't often get email from jmk75167@gmail.com. Learn why this is important

Please vote NO January 26th for more development in my small town!

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT-MIXED USE RESIDENTIAL (PD-MUR), SINGLE FAMILY-1 (SF-1), FUTURE DEVELOPMENT (FD) AND GENERAL RETAIL (GR) TO PLANNED DEVELOPMENT (PD), LOCATED 300 BROOKSIDE ROAD IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 3,169.6 ACRES KNOWN AS PROPERTY ID 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

WHEREAS, the City Council of the City of Waxahachie having heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

WHEREAS, a proper application for a Zoning Change has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-232-2024. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change denial of the subject property from Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD) and General Retail (GR) to Planned Development (PD); and

WHEREAS, proper notification has been published for the time and in the manner as prescribed by the city ordinance of the City of Waxahachie for a public hearing thereon; and

WHEREAS, a proper hearing was held as required by law and the Council having heard all arguments for and against said zoning amendment;

NOW, THEREFORE, this property is rezoned from PD-MUR, SF-1, and FD to PD in order to facilitate development of the subject property in a manner that allows a master-planned community on the following property: Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652, which is shown on Exhibit A, in accordance with the Concept Plan attached as Exhibit B, the Permitted Uses attached as Exhibit C, the Thoroughfare Exhibit attached as Exhibit D, the Street Sections attached as Exhibit E, the Open Space and Trails Plan attached as Exhibit F, the Screening Plan attached as Exhibit G, the Typical Lot Diagrams attached as Exhibit H, the Signage Plan attached as Exhibit I, the Development Tracking attached as Exhibit J, the Brookside Road Enlargement attached as Exhibit K, the Existing Conditions attached as Exhibit L, the Legal Description attached as Exhibit M, the Waxahachie-Midlothian Trail Reserve Conveyance attached as Exhibit N, the Design Requirements attached as Exhibit O, and the Phasing attached as Exhibit P.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development is to allow for the development of master-planned community and to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land and compliance with appropriate design standards.

Development Standards

All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this ordinance. The locations of buildings, private streets, and utility infrastructure shall substantially conform to the locations shown on the approved Exhibits A-N.

Development Regulations

1. A mutually agreed upon Development Agreement shall be required for the property.

2. The development shall conform as approved by the City Council under case number ZDC-165-2024.

3. The development shall adhere to the City Council approved in Exhibit A – Zoning Location Map, Exhibit B – Concept Plan, Exhibit C – Permitted Uses, Exhibit D – Thoroughfare Exhibit, Exhibit E – Street Sections, Exhibit F – Open Space and Trails Plan, Exhibit G – Screening Plan, Exhibit H – Typical Lot Diagrams, Exhibit I – Signage Plan, Exhibit J – Development Tracking, Exhibit K – Brookside Road Enlargement, Exhibit L – Existing Conditions, Exhibit M – Legal Description, Exhibit N – Waxahachie-Midlothian Trail Reserve Conveyance, Exhibit O – Design Requirements, and Exhibit P - Phasing.

4. The Property Owner shall provide a permanent irrigation system for all required landscape areas and maintain the required landscaping at all times.

5. All exterior lighting, including accent and security lighting, shall maintain compliance with the Lighting & Glare Standards of Section 6.03 of the Waxahachie Zoning Ordinance.

6. All improvements within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.

7. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

8. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance or the Kemp Tract Development Agreement, shall conform to those requirements and/or standards prescribed in Exhibit A – Zoning Location Map, Exhibit B – Concept Plan,

Exhibit C – Permitted Uses, Exhibit D – Thoroughfare Exhibit, Exhibit E – Street Sections, Exhibit F – Open Space and Trails Plan, Exhibit G – Screening Plan, Exhibit H – Typical Lot Diagrams, Exhibit I – Signage Plan, Exhibit J – Development Tracking, Exhibit K – Brookside Road Enlargement, Exhibit L – Existing Conditions, Exhibit M – Legal Description, Exhibit N – Waxahachie-Midlothian Trail Reserve Conveyance, Exhibit O – Design Requirements, and Exhibit P - Phasing. Where regulations are not specified in Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, & P in this Ordinance, or the Kemp Tract Development Agreement, the regulations of the City of Waxahachie Zoning Ordinance shall apply to this development.

"KEMP TRACT" PLANNED DEVELOPMENT

DEVELOPMENT STANDARDS

TABLE OF CONTENTS:

CHAPTER 1. TITLE, PURPOSE, FLEXIBILITY, APPLICABILITY
CHAPTER 2: COMPLIANCE WITH THE CITY'S COMPREHENSIVE PLAN
CHAPTER 3: ADMINISTRATIVE APPROVAL
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CHAPTER 5: DIMENSIONAL STANDARDS
CHAPTER 6: OPEN SPACE, PARKS, TRAILS & AMENITIES
CHAPTER 7: LANDSCAPING & BUFFERS
CHAPTER 8: PARKING REQUIREMENTS
CHAPTER 9: STREET DESIGN
CHAPTER 10: SIGNAGE
CHAPTER 11: EXHIBITS

LIST OF EXHIBITS:

EXHIBIT A – ZONING LOCATION MAP
EXHIBIT B – CONCEPT PLAN
EXHIBIT C – PERMITTED USES
EXHIBIT D – THOROUGHFARE EXHIBIT
EXHIBIT E – STREET SECTIONS
EXHIBIT F – OPEN SPACE AND TRAILS PLAN
EXHIBIT G – SCREENING PLAN
EXHIBIT H – TYPICAL LOT DIAGRAMS
EXHIBIT I – SIGNAGE PLAN
EXHIBIT J – DEVELOPMENT TRACKING
EXHIBIT K – BROOKSIDE ROAD ENLARGEMENT
EXHIBIT L – EXISTING CONDITIONS
EXHIBIT M-LEGAL DESCRIPTION
EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE
EXHIBIT O –DESIGN REQUIREMENTS
EXHIBIT P-PHASING

TITLE, PURPOSE, FLEXIBILITY, APPLICABILITY

1.1. Title

These Development Standards for the Kemp Tract Planned Development District (the "PD") have been prepared on behalf of Minto Communities Texas, LLC (the "Developer") pursuant to the Waxahachie Code of Ordinances Sec. 7.02 and set forth the applicable land use regulations for the property subject to the PD. These regulations modify both the zoning regulations (Appendix A - Zoning) and the subdivision regulations (Appendix C - Subdivisions) adopted by the City of Waxahachie and codified in the City's Code of Ordinances. Upon final approval of the PD ordinance by the City Council, the Planned Development District is vested in accordance with Tex. Loc Gov't Code Ch. 245.

1.2. Purpose

This PD is to provide an alternate set of standards to the Emory Lakes Planned Development District to enable an optional development consisting of a comprehensive master planned community within the Property. This PD document establishes specific development standards for both a distinctive Active Adult Community and a Traditional Master Planned Community and establishes development regulations in conjunction with the Waxahachie Code of Ordinances through specific development, design, and engineering standards such as:

- Providing a PD document that can respond to current market conditions and maintain the flexibility necessary to address changes in the future;
- Incorporating residential single-family lots and innovative forms of housing types that have been proven successful in other Active Adult communities;
- Including a diversity of housing types that range from single-family detached homes to clusters of paired cottages, paired villas, single-family attached, and Multi-Family housing based on a market-driven program;
- Including a well-defined network of vehicular, bicycle, and pedestrian circulation systems that provide connectivity, not only within the project itself but also to adjacent land uses;
- Incorporating amenity centers which will include uses such as a fitness center, resort-style pool, restaurant, and concert venue;
- Developing an internal park system that will include walkable trails and significant open space that will contribute to the residents' quality of life; and,
- Incorporating golf cart pathways as a component of the street and trails system within the development.

An Active Adult Residential District is tailored to the needs of Active Adults through specific architecture, design, and engineering standards. The term "Active Adult" is defined as an age-qualified planned community, as permitted by law, that offers homes and community features and amenities that are oriented to adults aged 55 years and older.

1.3. Applicability

1.3.1 The property subject to these Planned Development standards consists of approximately 3,169 acres, generally identified in the Zoning Location Map in **EXHIBIT A- ZONING LOCATION MAP** and more particularly described in **EXHIBIT M - LEGAL DESCRIPTION** (the "Property"). Existing conditions are as shown in **EXHIBIT L- EXISTING CONDITIONS**.

1.3.2 This PD District is being created as a freestanding district. Development of the Property shall be in general conformance with **EXHIBIT B – CONCEPT PLAN** and the standards in this PD document, exhibits and accompanying documents. In the event of a conflict between the written text and the illustrations within this document, the written text contained herein shall control.

1.3.3 This PD document shall be the governing document for development of the Property and in the event of any conflict or inconsistency between the Waxahachie Code of Ordinances and this document, the terms and provisions of this PD shall control. This PD document is a vesting document for purposes of Chapter 245 of the Texas Local Government Code.

1.3.4 "PD" is used to refer to the "PD District," unless otherwise specified. References to the term "PD" mean either the physical area designated as the PD District or these PD Development Standards as a regulatory instrument, depending on the context.

1.3.5 All "Section" (Sec.) references are to the Waxahachie Code of Ordinances unless otherwise stated.

CHAPTER 2. COMPLIANCE WITH THE CITY'S COMPREHENSIVE PLAN

2.1. Compliance with the City's Comprehensive Plan

This PD is in compliance with the City's Comprehensive Plan and meets or exceeds Goals and Objectives identified throughout the Waxahachie Comprehensive Plan. The Property is divided into five different PD zoning districts that will create an appropriate mix of land uses. The boundaries of each district are indicated on **EXHIBIT B – CONCEPT PLAN**. (Refer to **EXHIBIT C – PERMITTED USES** for the approved uses within each district). The five districts reflect the land use designations consistent with the City's Future Land Use Plan (FLUP). Proposed public land uses (schools & civic uses) shall be provided as set forth herein.

CHAPTER 3. ADMINISTRATIVE APPROVAL

3.1. Administrative Approval Intent

This Chapter sets forth the provisions for reviewing and approving development applications within the PD District. The intent is to ensure that all development is consistent with the provisions of this PD.

3.2. Development Process Amendments

Development within the PD District shall follow the City's development process as outlined in Appendix A, Article II, Section 2.04 and Article VII, Section 7.02 of the City of Waxahachie's Code of Ordinances except as amended:

3.2.1 Site Plan approval is required for all nonresidential, mixed-use, and multi-family properties prior to the approval of a Civil Construction permit including said property. Site Plans shall be reviewed by the Planning and Zoning Commission for recommendation to the City Council, and considered by the City Council. Approval of a Site Plan by City Council and Civil Construction Permit alongside the filing of a Plat shall be the basis for submission of a building permit.

3.2.2 Standard for Approval of Site Plan: If a Site Plan conforms to the standards set forth in this PD and applicable City regulations that are not in conflict with this Code, it shall be approved. Upon request by an Applicant, the authority charged with approving the Site Plan shall certify the reason(s) for an action taken on a development plan.

3.2.3 Section 7.02(e)(ii)(1) is amended as follows:

For the purposes of this PD, the PD Ordinance shall be considered complete with the submittal of **EXHIBIT B – CONCEPT PLAN** as described in Section 7.02.e of the City of Waxahachie Zoning Ordinance.

3.2.4 There is no time requirement for submittal of a Site Plan or Residential Plat after this PD Ordinance is approved. Detailed Site Plans are not required for the development of the Property.

3.2.5 Site Plans are only required for non-residential, mixed use, and multi-family properties and shall meet all requirements of Section 7.01 and shall be approved prior to the approval of a Civil Construction permit for the property subject to that Site Plan approval.

3.2.6 Sections 7.02(e)(vi)(2), (3)(4) and (5) do not apply to this PD.

3.2.7 Section 2.04 (b): At such time, a request to amend the zoning designation or PD development standards is submitted as to a specific property, only the owner of the property subject to such change, or their representative, initiating the request shall be named as the "Applicant." Such amendments shall be processed as subdistricts within the PD. No other owners of property within the boundaries of the PD are required to be applicants for such amendments to the PD.

3.2.8 The Concept Plan referenced in Section 7.02.c.ii.1 and 7.02.d.i of the City of Waxahachie Zoning Ordinance and referenced in this PD Ordinance is included in this zoning submittal as **EXHIBIT B – CONCEPT PLAN**.

3.3. City Manager or City Staff Designee Responsibility

City Manager or City Staff designee shall be responsible for the following:

- Making determinations on the applications and interpretations of standards in this PD;
- Any other approval deemed necessary or appropriate by the PD.

3.4. Amendments to the PD

The PD may be amended from time to time to reflect market conditions and consumer demand. Major amendments, supplements, deletions, or modifications to the PD Plan shall follow the process detailed in Appendix A, Article II, Section 2.04 of the Waxahachie Code of Ordinances. Minor Amendments may be approved as set forth hereinbelow.

3.4.1 Amendments

3.4.1.1 Definitions:

3.4.1.1.1 "Minor Amendment": A Minor Amendment is a proposed modification to the PD regulations and Site Plans that conforms to the criteria for a minor amendment in Table 1. Minor Amendments shall require City Council approval. Minor Amendments shall be presented directly to the City Council which may approve an amendment that qualifies as a "Minor Amendment" under Table 1. Approval of a Minor Amendment shall not require the same notice and public hearings required for zoning amendments as set forth in Section 2.04 of the City's Zoning Ordinance.

3.4.1.1.2 "Major Amendment": A Major Amendment is a proposed modification to the PD regulations and Site Plans that does not qualify as a Minor Amendment. Major Amendments to the PD shall be required to follow the Public Hearing and Notice process as defined by Section 2.04(d) of the Waxahachie Zoning Ordinance.

Modifications to **EXHIBIT B – CONCEPT PLAN**, Site Plans, Residential Plats, and other applications based on the Development Standards herein may be administered per the thresholds in **Table 1: Administrative Amendments.**

Table 1: Amendments	
Development Standard	Amendment Criteria

1) Height 2) Lot Coverage	• MINOR AMENDMENT: an increase in the maximum standard of 10% or less • MAJOR AMENDMENT: an increase in the maximum standard of greater than 10%
3) Setbacks	• MINOR AMENDMENT: a decrease of 10% or more • MAJOR AMENDMENT: a decrease greater than 10%
4) Landscaping	• MINOR AMENDMENT: a decrease in the maximum standard of 10% or less on a lot • MAJOR: a decrease in the maximum standard greater than 10% on a lot
5) Density	• MINOR AMENDMENT: an increase in the maximum density of 10% or less in a District o The Maximum Number of Units identified in Section 5.1 shall not change. • MAJOR AMENDMENT: an increase in the maximum density greater than 10% in a District
6) Gross Acreage in a District	• MINOR AMENDMENT: an increase in the maximum density of 10% or less in a District o The Gross acreage of MU shall not be reduced. • MAJOR AMENDMENT: an increase in the maximum density greater than 10% in a District
7) Other numerical standards not enumerated	• MINOR AMENDMENT: an increase in the maximum standard of 10% or less • MAJOR AMENDMENT: an increase in the maximum standard of greater than 10%
8) Street Alignment	• MINOR AMENDMENT: a modification that maintains general thoroughfare connectivity as depicted in **EXHIBIT D – THOROUGHFARE EXHIBIT**. • MAJOR AMENDMENT: Any change that does not maintain connectivity, or removes a required thoroughfare as generally depicted in EXHIBIT D – THOROUGHFARE EXHIBIT.
9) Street Sections in **Exhibit E**	• MINOR AMENDMENT: a modification to accommodate specific considerations regarding traffic calming, emergency vehicle access, pedestrian and

	bike traffic, and to modify on-street parking configuration. • MAJOR AMENDMENT: N/A. Major Amendments to street sections shall not be permitted.
10) Designation of Flex Residential District	• MINOR AMENDMENT: Final designation of a Flex Residential District to either a Traditional Residential District or an Active Adult Residential District shall be considered a minor amendment. • MAJOR AMENDMENT: N/A. Designation of a Flex Residential District shall not be considered a Major Amendment.
11) Addition of undefined residential unit types	• MINOR AMENDMENT: Addition of undefined residential unit types provided the new units comply with development standards contained herein or approved by City Staff and does not result in the total number of residential units exceeding the Maximum Number of Units. • MAJOR AMENDMENT: Addition of undefined units that results in the total number of units exceeding the Maximum Number of Units.
12) Change to MU District	• MINOR AMENDMENT: Land within the Property not designated as MU may be changed to MU if the following criteria are satisfied: 1) A similar amount of land designated as MU is changed to another District; 2) The total amount of land designated as MU does not increase by more than 10%; and, 3) The amount of residential use in the new MU District does not increase the total number of multi-family units permitted within the Property by more than 10%. 4) Site Plan approval for site improvements for a relocated MU district shall be approved as noted in 3.2.2 above. • MAJOR AMENDMENT: A proposed change to MU that does not satisfy the Minor Amendment criteria 1)-5) above.

3.4.1.2 Minor Amendments

The City Manager, or City Staff designee, will review a Minor Amendment within ten (10) business days of receipt of the application.

CHAPTER 4: PD DISTRICT COMPONENTS

4.1 Concept Plan

Development of the Property shall be in general conformance with the Concept Plan, attached as **EXHIBIT B – CONCEPT PLAN.** The City hereby approves **EXHIBIT B – CONCEPT PLAN** and finds that it is consistent with the Waxahachie Code of Ordinances, as well as in conformance with the City's Comprehensive Plan and the general intent of the City's Major Thoroughfare Plan, but to the extent the Concept Plan is in conflict with the City's Major Thoroughfare Plan then this PD document is intended to supersede the Major Thoroughfare Plan. The contents of the exhibits attached as part of these Development Standards shall satisfy the requirements in full for the Concept Plan as described in City of Waxahachie Zoning Ordinance Sec. 7.02.

4.2 PD Zoning Districts

The Property is divided into five districts as indicated on **EXHIBIT B – CONCEPT PLAN**. Development standards for those Districts are set forth below. **EXHIBIT B – CONCEPT PLAN** provides a tabulation of each PD District within the project. All acreages shown are approximate and subject to change as development occurs within the PD boundaries and as permitted by these development standards.

4.3 PD Zoning Districts Defined

4.3.1 PD Zoning Districts include:

- Traditional Residential District
- Active Adult Residential District
- Flex Residential District
- Multi-Family Residential District
- Mixed-Use District

4.3.1.1 Traditional Residential District (TR)

This district provides a mixture of residential uses located along the open spaces and natural amenities. TR provides a variety of lot sizes to accommodate different home styles, buyer demographics, and home sizes. This land use will also include amenities such as recreation centers, schools, parks, and related facilities.

4.3.1.2 Active Adult Residential District (AA)

This district provides a mixture of Active Adult housing types that include, but are not limited to single-family detached units, townhomes, cottages, and single-family attached.

This District use will also include amenities such as recreation centers, parks, and related facilities.

4.3.1.3 Flex Residential District (FR)

The Flex Residential district allows property in an FR District to be designated as an Active Adult Residential or Traditional Residential District. Given the long-term nature of this project, this category provides the flexibility of housing types by allowing the ability to mix housing product types as needed based on future market conditions; provided, however, designation of a proposed District may not result in a total amount of units that exceeds the Maximum Number of Units.

4.3.1.3.1 Flex Residential District Designation Process

The Developer shall designate a property with an FR District as a TR or AA District during submittal of Site Plans and Residential Plats. The Property Development Regulations for the designated District will be applied to the identified tract when such designation is made. This designation will not be considered as a zoning amendment and will be approved administratively by the City Manager or City Staff designee.

4.3.1.4 Multi-Family Residential District (MF)

Traditional apartment and condominium-type units in attached living complexes characterize this district. These developments may take a variety of forms, including traditional garden style apartments to courtyard apartments, as well as brownstone style apartments.

4.3.1.5 Mixed-Use District (MU)

4.3.1.5.1 Land designated as MU is intended for a mixture of non-residential and residential uses with a greater percentage of non-residential components than residential.

4.3.1.5.2 Residential uses may range from 10% to 20% across all MU Districts cumulatively. The minimum percentage of residential uses may be amended to 0% upon City Council approval at time of Site Plan approval. Residential uses may be any single-family, or multi-family uses permitted elsewhere within any of the PD Districts subject to the development standards associated with

those housing types. Residential units may be platted on a tract in the Mixed-Use district that does not include other uses.

4.3.2 PD Zoning District Uses

The table of land uses permitted in each PD Zoning District is provided for in **EXHIBIT C – PERMITTED USES.** The land uses in **EXHIBIT C** are (i) from Section 4.01 of the Waxahachie Zoning Ordinance, or (ii) defined herein and identified with *.

4.4 Streets

The Developer intends to provide sufficient connectivity throughout the development of the Property through the interconnectivity of the streets required by the Waxahachie City Throughfare plan and the local street system as shown on **EXHIBIT D –THOROUGHFARE EXHIBIT**. Street cross sections shall be provided as shown in **EXHIBIT E – STREET SECTIONS.** Street criteria are further provided in **Chapter 9: Street Design.**

4.5 Utilities

The water, wastewater, and stormwater utilities located within this PD project shall be appropriately designed, sized, and constructed according to Appendix C – Subdivisions, the construction standards applicable to this PD project.

4.6 Phasing

Project phasing will be contingent on milestones and accompanying developer obligations as provided for in the Traffic Impact Assessment, Water Infrastructure Report, and Wastewater Infrastructure Report. Conceptual project phasing is indicated in **EXHIBIT P – PHASING** which shows phases of development; provided, however, development is not required to occur in any sequential order**.** Parks, infrastructure and required access for each phase of development shall be provided in accordance with the requirements in this PD and the TIA updates and identified by developer with the submittal of plats and site plans.

CHAPTER 5: DIMENSIONAL STANDARDS

5.1 Unit and Density Standards

The maximum number of residential units permitted is 13,270 (the “Maximum Number of Units”). The Maximum Number of Units is not subject to a Minor Amendment. Maximum residential densities for development within the PD Districts are set forth in **Table 2: Density Standards**. Maximum density shall be calculated cumulatively for the entire District. Individual Residential Plats or individual Site Plans may exceed the Maximum Residential Gross Density provided the overall density for the entire district is at or below the Maximum Residential Gross Density. Accessory Dwelling Units (“ADU’s”) shall count at a ratio of 1:1 against the Maximum Number of Units.

Table 2: Density Standards

	District	Gross Acreage [1] [4]	Max. Residential Gross Density [2]
TR	Traditional Residential	+/- 1,081 acres	3.95 du/ac
AA	Active Adult Residential	+/- 1019 acres	3.95 du/ac
FR	Flex Residential	+/- 907 acres	3.95 du/ac
MF	Multi-Family Residential	+/- 29 acres	25 du/ac
MU[5]	Mixed-Use	+/- 133 acres	25 du/ac [3]

(1) Subject to adjustment per Table 1.

(2) Actual density may increase or decrease per Section 5.1.2.

(3) Max. Residential Gross Density in the MU district is shown for the allowed residential percentage of the district.

(4) Gross density includes acreage of all allowed uses in the Single-Family residential land use categories. (i.e. platted lots, open space, parks, amenities, lakes, schools, ROW, civic, utility uses and NMU-R uses)

(5) Neighborhood Mixed Use Residential ("NMU-R"), as shown on **EXHIBIT B-CONCEPT PLAN**, is an overlay allowed on the underlying residential land use.

5.1.1 Density Tracking

Unit Number and density shall be tracked by an exhibit, a template of which is included as **EXHIBIT J – DEVELOPMENT TRACKING**, which shall accompany each Site Plan and Plat submittal that depicts the number and density of units that have been approved. A Tracking Plan shall be provided with each plat and site plan application that identifies the following:

i. The Maximum Number of Units as 13,270;
ii. The number of units approved in previous plats and site plans;
iii. The number and types of units in the proposed plat or site plan;
iv. The number of units remaining that may be developed;
v. Dwelling Units per gross acre of total platted project area; and,
vi. Lot type mix percentages as described in 5.4.2.

5.1.2 Density Surplus

Notwithstanding the maximum number of single-family units allowed for each District as permitted in Table 2 above, in the event the maximum number of single-family units permitted in a District is not constructed, the balance not constructed in that District may be applied to and constructed in other Districts, provided, however, the maximum density for the entire district in Table 2 is not surpassed in totality and transferred density may not exceed 10 dwelling units per acre for single family housing types in any single phase of development.

5.1.3 Plat Approval for Residential Phases that Exceed 7.5 DUA

Any plat for a single-family residential phase of development in the TR, AA, or FR Districts that exceeds a density of 7.5 dwelling units per acre (DUA) shall require

approval by the City Council. Such approval shall be at the discretion of the City Council.

5.2 Traditional Residential District Development Standards

5.2.1 Traditional Residential Development Standards

Except for multi-family uses, lots within the Traditional Residential District shall comply with the following standards for the respective housing types in **Table 3: Traditional Residential Development Standards-Front Loaded** and as further depicted in **EXHIBIT H – TYPICAL LOT DIAGRAMS.**

Table 3: Traditional Residential Development Standards

Front Loaded[1]

	Residential less than 50'-	Residential Detached 50-60	Residential Detached 60-70	Residential Detached +70	Estate Lot	Zipper Lots	Paired Villas	Shallow and Wide Lots
Minimum lot area	4,600 sf	6,250 sf	7,500 sf	8,750 sf	0.25 ac	4,000 sf	3,500 sf	4,875 sf
Minimum lot width	40 ft	50 ft	60 ft	70 ft	50 ft	42.5 ft	75' total for two units. No individual min. lot width	65 ft
Minimum lot depth	115 ft	125 ft	125 ft	125 ft	135 ft	90 ft	100 ft	75 ft
Minimum front setback from ROW	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)	10 ft (Alternating 20 ft and 40 ft to garage entry)	10 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)
Minimum side setback	5 ft	5 ft	5 ft	5 ft	7.5 ft	2.5 ft (10' separation between units)	5 ft/0 ft on the common wall	5 ft
Minimum side setback along ROW	15 ft	15 ft	15 ft	15 ft	15 ft	15 ft	10 ft	10 ft
Maximum front setback porch encroachment	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft

[1] A minimum of 5% of the Traditional Residential lots shall be between 10,000-14,520 square feet in lot area. In addition to the 5% noted above, an additional 250 lots will be a minimum of 1/3 of an acre (14,520 SF). The minimum dimension and setback requirements for lots in excess of 10,000 square feet shall comply with the Estate Lot standards.

Minimum rear setback	15 ft	15 ft	15 ft	15 ft	15 ft	10 ft	15 ft	10 ft
Minimum accessory structure setback from property line	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Maximum height	3 stories	3 stories	3 stories	3 stories	3 stories	3 stories	3 stories	3 stories
Maximum lot coverage	80%	80%	70%	80%	80%	80%	80%	80%

Alley Loaded/Cluster					
	Residential Detached	**Zero Lot Line**	**Courtyard homes**	**Townhomes**	**Cottages**
Minimum lot area	3,000 sf	2,600 sf	3,000 sf	2,250 sf	3,700 sf
Minimum lot width	30 ft	26 ft	40 ft	25 ft	35 ft
Minimum lot depth	100 ft	100 ft	75 ft	90 ft	100 ft
Minimum front setback from ROW	10 ft	10 ft	10 ft	10 ft	10 ft
Minimum side setback	5 ft or flexible (see below)	5 ft/ 0 ft on the common lot line or flexible (see below)	5 ft or flexible (see below)	5 ft/ 0 ft on the common wall with the adjoining unit	10 ft/ 0 ft on the common wall with the adjoining unit. or flexible (see below)
Minimum side setback along ROW	10 ft	10 ft	10 ft	10 ft	10 ft
Maximum front setbac porch encroachment	0 ft	0 ft	0 ft	0 ft	0 ft
Minimum rear setback	15 ft	15 ft	10 ft	10 ft	10 ft
Minimum rear Alley setback (to garage entr	4 ft	4 ft	20 ft	4 ft	N/A
Maximum height	3 stories	3 stories	3 stories	3 stories	3 stories
Maximum lot coverage	80%	90%	60%	90%	90%

5.2.2 General Traditional Residential District Regulations

5.2.2.1 Living Area

There shall be no restriction on minimum or maximum living area for any of the housing types.

5.2.2.2 Mixture of Housing Types

Each block shall be allowed to contain a mixture of housing types. Each Single Family Detached BlockFace containing more than six (6) lots shall have a minimum of two lot sizes or two product types.

5.2.2.3 Side Yard Setback Flexibility

Where flexible side yard setbacks are permitted the setback can vary between one (1) and nine (9) feet so long as the minimum building separation per building code is provided between buildings on adjacent lots.

5.2.2.4 Maximum Lot Coverage

Maximum lot coverage shall be determined by structures only; and excludes driveways, screened pools, screened lanais, porches, swimming pools, decks, and parking areas.

5.2.2.5 Minimum Lot Widths

Minimum lot widths are defined as the horizontal distance between the side lot lines of a lot measured along the required or actual front building setback line, whichever is greater.

5.2.2.6 Allowed Encroachments

Ancillary uses and structures such as roof overhangs, AC units, screening walls, pool equipment, generators etc. are not subject to building setbacks.

5.2.2.7 Additional Cottage Criteria

Cottage units are defined as attached or detached units in clusters of up to 8 units, each on a separate and distinct lot, which may share a zero (0) foot setback common lot line and is as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**. Cottage units may have a non–traditional common lot line containing a jog in the common lot line. The Cottage units will be clustered and are oriented such that drive aisles and parking occur in the rear of the lot. The building orientations vary; therefore, the identification of front, rear, and side yard setbacks also vary between adjacent units. Access easements shall be located within the rear of the lots for the drive aisles and shall be maintained by a homeowner's association, MMD or other financing district. On-street parking in designated spaces shall be allowed in the Cottage unit areas. Additional spaces that exceed minimum requirements may be provided in the motor court as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**.

5.2.2.8 Accessory Structure Setbacks

Accessory Structures such as decks, pools, shade structures, sheds, etc. shall be setback a minimum of five (5) feet from any property line and other structures on the lot. A setback from the principal structure is not required where decks, trellis's, spas, pools, pool cages and other similar structures normally are attached to a principal structure.

5.2.2.9 Easements Impacting Setbacks

An easement width will control in the event of a conflict with any setback. The allowed porch encroachment shall not conflict with any easement.

5.2.2.10 Park Facing Conditions

Any of the Alley Loaded / Cluster lots may front on to an open space. The front setback shall be measured from the property line between the lot and the open space.

5.2.2.11 Zipper Lots

Zipper lots shall utilize an alternating pattern of garage setbacks to ensure a streetscape less prominent with garage doors. A zipper lot with a minimum 20 ft garage door setback shall be paired with a zipper lot with a minimum 40 ft garage door setback.

5.3 Active Adult Residential District Development Standards

5.3.1 Active Adult Residential District Development Standards

Except for multi-family uses, lots within the Active Adult Residential District shall comply with the following standards for the respective housing types in **Table 4: Active Adult Residential Development Standards** and as further depicted in **EXHIBIT H – TYPICAL LOT DIAGRAMS.**

Table 4: Active Adult Residential Development Standards						
	Front Loaded					
	Residential Detached 60-	**Residential Detached +60**	**Zipper Lots**	**Paired Villas**	**Courtyard Villas**	**Shallow and Wide Lots**
Minimum lot area	4,400 sf	6,000 sf	4,000 sf	3,500 sf	3,300 sf	4,875 sf
Minimum lot width	40 ft	60 ft	42.5 ft	75’ total for two units. No individual min. lot width	30 ft	65 ft
Minimum lot depth	110 ft	110 ft	90 ft	100 ft	110 ft	75 ft
Minimum front setback from ROW	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry	10 ft (Alternating 20 ft and 40 ft to garage entry)	10 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)
Minimum side setback	5 ft	5 ft	2.5 ft (10’ separation between units)	5 ft/0 ft on the common wall	5 ft/0 ft on the common wall	5 ft

Minimum side setback along ROW	15 ft	15 ft	15 ft	10 ft	10 ft	10 ft
Maximum front setback porch encroachments	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Minimum rear setback	15 ft	15 ft	10 ft	15 ft	10 ft	10 ft
Minimum accessory structure setba from property line	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Minimum rear Alley setback (to gara entry)	N/A	N/A	N/A	N/A	N/A	N/A
Maximum height	35 ft	35 ft	35 ft	35 ft	35 ft	35 ft
Maximum lot coverage	80%	70%	80%	80%	80%	80%
Alley Loaded/Cluster						
	Residential Detached	**Zero Lot Line**	**Courtyard homes**	**Courtyard Villas**	**Townhomes**	**Cottages**
Minimum lot area	3,000 sf	2,600 sf	3,000 sf	3,000	2,250 sf	3,700 sf
Minimum lot width	30 ft	26 ft	40 ft	40 ft	25 ft	35 ft
Minimum lot depth	100 ft	100 ft	75 ft	75 ft	90 ft	100 ft
Minimum front setback from ROW	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft
Minimum side setback	5 ft or flexible (see below)	5 ft/ 0 ft on the common lot line or flexible (see below)	5 ft or flexible (see below)	5 ft/ 0 ft on the common wall with the adjoining unit or flexible (see below)	5 ft/ 0 ft on the common wall with the adjoining unit	5 ft/ 0 ft on the common wall with the adjoining unit or flexible (see below)
Minimum side setback along ROW	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft
Maximum front setback porch encroachments	0 ft	0 ft	0 ft	0 ft	0 ft	0 ft
Minimum rear setback	15 ft	15 ft	10 ft	10 ft	10 ft	10 ft
Minimum rear Alley setback (to garage entry)	4 ft	4 ft	20 ft	20 ft	4 ft	N/A
Maximum height	35 ft	35 ft	35 ft	35 ft	35 ft	35 ft
Maximum lot coverage	80%	90%	60%		90%	90%

5.3.2 General Active Adult Residential District Regulations

5.3.2.1 Living Area

There shall be no restriction on minimum or maximum living area for any of the housing types.

5.3.2.2 Mixture of Housing Types

Each block shall be allowed to contain a mixture of housing types. Each Single Family Detached Block Face containing more than six (6) lots shall have a minimum of two lot sizes or two product types.

5.3.2.3 Side Yard Setback Flexibility

Where flexible side yard setbacks are permitted the setback can vary between one (1) and nine (9) feet so long as the minimum building separation per building code is provided between buildings on adjacent lots.

5.3.2.4 Maximum Building Height

Maximum building height shall be measured at the midpoint between the eave line and the highest roof point.

5.3.2.5 Maximum Lot Coverage

Maximum lot coverage shall be determined by structures only; and excludes driveways, screened pools, screened lanais, porches, swimming pools, decks, and parking areas.

5.3.2.6 Minimum Lot Widths

Minimum lot widths are defined as the horizontal distance between the side lot lines of a lot measured along the required or actual front building setback line, whichever is greater.

5.3.2.7 Minimum Allowed Encroachments

Ancillary uses and structures such as roof overhangs, AC units, generators, screening walls, pool equipment, etc. are not subject to building setbacks.

5.3.2.8 Additional Cottage Criteria

A Cottage unit is defined as attached or detached units in clusters of up to 8 units, each on a separate and distinct lot, which may share a zero (0) foot setback common lot line and is as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**. Cottage units may have a non–traditional common lot line containing a jog in the common lot line. The Cottage units will be clustered and are oriented such that drive aisles and parking occur in the rear of the lot. The building orientations vary; therefore, the identification of front, rear, and side

yard setbacks also vary between adjacent units. Access easements shall be located within the rear of the lots for the drive aisles. On-street parking in designated spaces shall be allowed in the Cottage unit areas. Additional spaces that exceed minimum requirements may be provided in the motor court as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**. On-street parking in designated spaces shall be allowed in the cottage unit areas.

5.3.2.9 Accessory Structure Setbacks

Accessory Structures such as decks, pools, shade structures, sheds, etc. shall be setback a minimum of five (5) feet from any property line and other structures on the lot. A setback from the principal structure is not required where decks, trellis's, spas, pools, pool cages and other similar structures normally are attached to a principal structure.

5.3.2.10 Easements Impacting Setbacks

An easement width will control in the event of a conflict with any setback.

5.3.2.11 Park Facing Conditions

Any of the Alley Loaded / Cluster lots may front on to an open space. The front setback shall be measured from the property line between the lot and the open space.

5.3.2.12 Zipper Lots

Zipper lots shall utilize an alternating pattern of garage setbacks to ensure a streetscape less prominent with garage doors. A zipper lot with a minimum 20 ft garage door setback shall be paired with a zipper lot with a minimum 40 ft garage door setback.

5.3.3 Active Adult District - Senior Apartment Development Standards

Multi-family uses in the Active Adult District shall comply with the standards in this Section 5.3.3 and **Table 5: Active Adult Senior Apartment Development Standards**. The total number of Senior Apartment Units in the Active Adult District shall not exceed 500 Units. Senior Apartment Units shall count towards the overall density maximum for the district. Senior apartment tracts may be clustered with apartments only and shall not be required to have multiple product types mixed together as stipulated in 5.4.2. A minimum of 300 feet separation shall be maintained between Senior Apartment tracts. Active Adult Senior Apartment design shall be in accordance with the Design Standards for Multifamily or consistent with a development theme for surrounding buildings.

Table 5: Active Adult Senior Apartment Development Standards	
Minimum lot area	15,000 sf
Minimum lot width	100 ft
Minimum lot depth	150 ft
Minimum front and side setback from ROW	20 ft
Minimum side and rear setback adjacent to single family detached uses	100 ft
Minimum side setback	10 ft
Minimum rear setback	20 ft
Maximum height	4 stories
Maximum lot coverage	80%
Minimum building separation	10 ft
Minimum distance to property line	1000 ft along the West perimeter of PD 500 ft along other PD boundary lines
Minimum distance to a WISD School lot line	500 ft

5.3.4 Stay and Play Residences

Stay and Play Residences are Active Adult housing types that are used for the "Stay and Play Getaway Program" which is an allowed use in the Active Adult District and is used herein to describe a program where potential purchasers of Active Adult residential units are allowed to stay at and enjoy residential units at the Property on a short–term basis prior to making a purchasing decision. This program generally provides the potential buyers with usage of a residential unit, golf cart, dining, and access to all amenities and events. Upon buildout and completion of the community, the residential units utilized for this program will be sold similar to the other residential units within the Property. In order to distinguish the Stay and Play program from short term rentals, the following shall be required:

5.3.4.1 Each dwelling unit shall be a conforming dwelling unit and contain cooking, living, sanitary and sleeping facilities.

5.3.4.2 There shall be no commercial areas for renters, such as breakfast rooms, associated with the residential occupation of the dwelling unit. Commercial enterprises on the Property must be completely separate and independent operations.

5.3.4.3 There are no exterior signs for the short–term use of the dwelling unit.

5.3.4.4 The Owner/Developer must comply will all business license and revenue collections laws of the City of Waxahachie and the State of Texas.

5.3.4.5 The maximum individual length of stay shall be 5 nights.

5.3.4.6 Units identified as "Stay and Play Residences" may change locations during the development of the Property; provided, however, no more than 30 "Stay and Play Residences" are permitted within the Property at any one time.

5.4 Housing Type Mix for Residential Districts

5.4.1 Housing types shall not exceed the maximum for the entire district at build out, measured as a percentage of total permitted units (13,270). Percentages to be tracked with each phase per **EXHIBIT J – DEVELOPMENT TRACKING**.

TABLE 6: Housing Type Mix For Residential Districts

City of Waxahachie Residential Housing Categories	**Single-Family Dwelling, Detached**	**Single-Family Dwelling, Attached**	**Patio Home/ Zero Lot**	**Multiple-Family Dwelling or Apartment**
Corresponding Kemp Tract Housing Types	Residential Detached 30' to 70' minimum width (Front or alley loaded)	Paired Villas (Front loaded)	Zero Lot Line	Senior Apartments
	Estate Lots	Townhomes (Front or rear loaded)	Zipper Lots	Multi-family
	Residential Detached "Shallow and Wide"	Courtyard Villas (Alley or Front Loaded)	Courtyard Homes	
		Cottages		
Maximum Percentage Dwelling Units	80% max.	40% max.	20% max.	20% max.
Alley-loaded lots*	20% max. of all combined			NA

* Motor courts for cottages are not classified as alleys and shall be maintained by an HOA.

5.4.2 As phases of single family or Patio Home/Zero Lot Line are platted, a minimum mixture of lot types will be provided as follows:

The mix of lot types will increase with the size of the plat as follows:

a) Platted lots up to 100 lots with only one lot size is permitted.
b) Platted lots from 101 to 250 units must have a minimum of 10% of the lots of a second type.
c) Platted lots from 251 to 500 units must have a minimum of 15% of the lots of a second type and 10% of a third type. Where additional lot types above three (3) types are provided, the additional lot types may be averaged to count towards the 10% of a third type required.
d) Compliance with these criteria will be documented on **EXHIBIT J– DEVELOPMENT TRACKING**. After the first 500 platted lots, a running total of percentages that meets these criteria will be tracked on **EXHIBIT J– DEVELOPMENT TRACKING**. After 500 units, regardless of the number of units built, the minimum lot mix shown in a, b and c above shall be maintained.

e) The mix criteria will be administered separately in the two residential districts.
f) A variation of minimum 5' of lot width or change in lot type from any of the approved lot types on **EXHIBIT H-TYPICAL LOT DIAGRAMS**, or subsequently approved lot types, qualifies as a change in lot type
g) Maximum Percentage of Dwelling Units in Table 6 shall be inclusive of both TR and AA units.
h) A mix of product types is not required for tracts platted as MF only.

TABLE 7:

LOT MIX VARIATION CRITERIA FOR SINGLE FAMILY LOT TYPE

Platted lots unit count	Minimum number of lot size or single-family lot types*	Maximum % first lot type - Type 1	Minimum % of second lot type - Type 2	Minimum % of third lot type - Type 3	Resultant min/max lot type mix
0 to 100	1	100%	0		
101 to 250	2	90%	10	0	Maximum 90% type 1, minimum 10% type 2
251 - 500	3	75%	15%	10%	75% max lot Type 1, minimum 25% types 2 and 3

5.5 Multi-Family District Development Standards

5.5.1 Multi-Family District Development Types

Buildings within the Multi-Family Residential District shall follow the standards of one of the following housing types:

5.5.1.1 Multi-Family Buildings

A multi-family building is defined as three (3) or more dwelling units on a single lot.

5.5.1.2 Townhomes

A Townhome is defined as three (3) or more attached units per building, each on a separate and distinct lot, sharing a zero (0) foot setback common lot line and are as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**.

5.5.2 Multi-Family District Development Standards

Development in the Multi-Family District shall comply with the following development standards:

Table 8: Multi-Family District Development Standards

	Multi-Family	Townhomes	Senior Apartments
Minimum lot area	15,000 sf	1,800 sf	15,000 sf
Minimum lot width	100 ft	20 ft	100 ft
Minimum lot depth	150 ft	90 ft	150 ft
Minimum front setback from ROW	10 ft	10 ft	10 ft
Minimum side and rear setback adjacent to single family detached uses	50 feet for 3 story; 75 feet for four story	20 feet	50 feet
Minimum side setback along ROW	10 ft	10 ft	10 ft
Minimum rear setback	20 ft	5 ft	20 ft
Maximum front and side setback encroachments	5 ft	5 ft	5 ft
Maximum height	4 story	3 story	4 story
Maximum lot coverage	80%	90%	80%
Minimum building separation	10 ft	0 ft to adjacent unit in same structure or 10 ft	10 ft
Minimum building separation along paseos	NA	20 ft	NA

5.5.3 General Multi-Family Housing Regulations

5.5.3.1 Timing of First Multi-Family Units

The first Multi-Family tract will not be issued site development approval until at least 500 units of single family detached or attached units have received final inspection within the Property.

5.5.3.2 Living Area

The minimum living area for a multi-family unit shall be 600 SF.

5.5.3.3 Mixture of Housing Types

Each block shall be allowed but not required to contain a mixture of housing types.

5.5.3.4 Maximum Lot Coverage

Maximum lot coverage shall be determined by structures only; and excludes driveways, screened pools, screened lanais, porches, swimming pools, decks, and parking areas.

5.5.3.5 Minimum Lot Widths

Minimum lot widths are measured at the front building setback line. For curved or pie-shaped lots, minimum lot widths will be measured along a chord measured along the right of way line. For rear setbacks lot widths will be measured along a chord measured at the rear property line.

5.5.3.6 Allowed Encroachments

Ancillary uses and structures such as roof overhangs, AC units, screening walls, pool equipment, etc. are not subject to building setbacks.

5.5.3.7 Accessory Structure Setbacks

Accessory Structures such as decks, pools, shade structures, sheds, etc. shall be setback a minimum of five (5) feet from any property line and other structures on the lot. A setback from the principal structure is not required where decks, trellis's, spas, pools, pool cages and other similar structures normally are attached to a principal structure.

5.5.3.8 Easements Impacting Setbacks

An easement width will control in the event of a conflict with any setback.

5.5.3.9 Limitation on 3-and 4- Bedroom Units

The maximum number of 3- and 4-bedroom units in the aggregate is 10% of the total number of multi-family units within the Property .

5.5.4 Multi-Family Site Design Standards

5.5.4.1 Parking

a) Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks.
b) Parking garages are permitted but may not be taller than any multi-family building abutting the garage.
c) A minimum of 50% of parking for multi-family units shall be provided by

attached, enclosed garages. Lot coverage shall be calculated separate from the enclosed parking amount.

5.5.4.2 Screening

a) A six-foot (6) masonry wall shall be constructed along common multi-family and single-family property lines, but such wall shall not be required in the front of multi-family buildings along the public right-of-way upon which the multi-family tract fronts.
b) Transformers, HVAC equipment (if located at the ground level), utility meters, and other machinery, as well as garbage collection points, should be located at the rear lane, drive or alley subject to Utility Company standards. If such uses are visible from any adjacent rights-of way or property, they shall be fully screened by a fence (minimum 6-foot wood board-on-board) or a masonry wall (minimum 6 foot high) or suitable plants or other visual barrier of an appropriate height.
c) Trash dumpsters shall have a masonry enclosure screened on three sides with a minimum of 3-gallon evergreen shrubs and doors which shall remain closed except when required to be open for emptying the dumpster.

5.6 Cluster Residential

5.6.1 Cluster Residential Defined

"Cluster Residential" (built for rent residential) means any attached or detached building or portion thereof, which is designed, built, rented, leased, or let to be occupied as one (1) dwelling unit and which is located on a lot with other similar dwelling units with a net density not to exceed 12 units/acre. Individual buildings may be accessed through private streets and may not front on to a public right-of-way.

5.6.2 Cluster Residential Development Standards-General

5.6.2.1 Cluster Residential is a permitted housing type in Traditional and Multi-Family Districts.

5.6.2.2 Cluster Residential shall be limited to a total of 650 units in the aggregate in the Traditional and Multi-family Districts.

5.6.2.3 Cluster Residential units, whether platted on individual lots or platted on one tract in a multi-family or condominium format, shall be included in the number of residential units allowed in the Property.

5.6.2.4 There shall be no more than 150 Cluster Residential units in a contiguous neighborhood.

5.6.2.5 Cluster Residential neighborhoods will be located with frontage and direct access to an Arterial, Collector or Minor Collector Street.

5.6.2.6 The first Cluster Residential neighborhood will not be platted until 1000 residential units of any type in the Kemp Tract PD have been issued a final inspection permit.

5.6.2.7 Plat boundaries for Cluster Residential neighborhoods shall be spaced a minimum of one-half (1/2) mile apart.

5.6.3 Dimensional Standards

Table 9: Cluster Residential Development Standards		
	Detached Cluster Residential	**Attached Cluster Residential**
Minimum Front Yard Setback	25 feet from back of curb or lot line; 15 feet from back of curb or lot line if porches/stoops are provided	25 feet from back of curb or lot line; 15 feet from back of curb or lot line if porches/stoops are provided
Minimum Side Yard Setback	10 feet from back of curb	10 feet from back of curb
Minimum Rear Yard Setback	10 feet from back of curb 3 feet from alley or Mews	3 feet from alley or Mews
Minimum Distance between Structures	Side to Side - 10 feet Side to Rear -15 feet Rear to Rear -15 feet	Between attached units – 0 feet Between detached units – 10 feet
Minimum Lot Area	15,000 sf	15,000 sf
Minimum Lot Width	100 ft	100 ft
Minimum Lot Depth	150 ft	150 ft
Minimum Unit Width	20 feet	24 feet
Maximum Height	2 stories 35 feet	2 stories 35 feet
Maximum Lot Coverage	60%	70%
Minimum Parking in Attached or Detached Garage	50%	50%
Front Entry vs. Rear Entry	Front, Rear, Side, or no attached garage	Rear, side

5.6.4 Design Standards

5.6.4.1 Porches/ Stoops

- Porches are required to be 6 feet in depth and meet a 48 square foot minimum floor area.
- Stoops are permitted on units less than 30 feet wide and must be a minimum of 24 square feet in area and be either inset or covered with an architectural feature or awning.

5.6.4.2 Parking Standards

a) Generally

1) Surface parking may utilize head-in, angled, or parallel parking from a private drive;

2) Except as otherwise provided herein, surface parking may utilize parallel parking from a public or private right-of-way and may be located off a fire lane;

3) On-street parallel and angled parking may be located along a public right-of-way provided the following conditions are met:

   i) On-Street Parking shall not be located on major arterial, major collector, or minor collector thoroughfares identified in **EXHIBIT D– THOROUGHFARE EXHIBIT**;

   ii) Angled parking must be approved by the Director of Public Works; and,

   iii) For angled parking, the angle of the parked car shall not exceed sixty (60) degrees.

b) Side Entry

Driveways shall be either 3 feet deep from the edge of the curb/fire lane or a minimum of 20 feet long from the edge of the closest curb/fire lane or sidewalk.

c) Rear Entry

Driveways shall be either 3 feet deep from the edge of the curb/fire lane or a minimum of 20 feet long from the edge of the curb/fire lane.

d) Front Entry

The face of garage shall be setback 5 feet behind the front of porch, and a minimum of 20 feet from the edge of the closest curb/fire lane or sidewalk.

5.6.4.3 Encroachments

The following portions of a Residential unit may encroach into a required building separation a maximum of 6 feet: eaves, roof extensions, porches, stoops, terraces, steps, lighting fixtures, railing, windowsills, patios, enclosed portion of the unit consistent with standards listed below and other similar building features. Attached Residential units may have private front yards with open fencing that encroach 10 feet into a required ten-foot front setback.

5.6.4.4 Design Details

- Exterior mechanical units shall be located behind the fence within private yards for all Residential units.
- Units that are not adjacent to fire lanes, parking spaces or public ways shall have unobstructed access from a fire lane with a 150-foot hose length.

5.7 Mixed-Use District Development Standards

Lots in the Mixed-Use District will primarily provide commercial and retail opportunities for the residents of the community and the greater Waxahachie community. “Mixed-Use” development includes a building or group of buildings that serves a non-residential, residential or mix of uses. Development within the Mixed-Use District shall comply with the following development standards:

Table 10: Mixed-Use District Development Standards	
Minimum lot area	7,000 SF
Minimum lot width	60 ft
Minimum lot depth	100 ft
Minimum front setback from ROW	10 ft
Minimum side setback along ROW	10 ft
Minimum side and rear setback adjacent to single family detached uses	50 ft
Minimum rear setback	20 ft
Maximum height	65 ft
Maximum lot coverage	80%

5.7.1 General Mixed-Use Regulations

5.7.1.1 Mixed-Use Residential Standards

When a building includes a vertical mix of uses , such as a ground floor retail with residential above, the development standards for multi-family residential uses will be utilized for the building design (lot area, width, depth, setback, etc.)

5.7.1.2 Allowed Encroachments

Ancillary uses and structures such as AC units, screening walls, pool equipment, etc. are not subject to building setbacks.

5.7.2 Mixed-Use Design Standards

5.7.2.1 Parking

a) Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks.

b) Parking garages are permitted but may not be taller than any building abutting the garage.

5.7.2.2 Screening

a) A six-foot (6) masonry wall shall be constructed along common nonresidential and single-family property lines, but such wall shall not be required in front of nonresidential buildings along the public right-of-way upon which the nonresidential tract fronts.
b) Transformers, HVAC equipment (if located at the ground level), utility meters, and other machinery, as well as garbage collection points, should be located at the rear lane, drive or alley subject to Utility Company standards. If such uses are visible from any adjacent rights-of way or property, they shall be fully screened by a fence (minimum 6-foot wood board-on-board) or a masonry wall (minimum 6 foot. high) or suitable plants or other visual barrier of an appropriate height.

5.7.3 Neighborhood Mixed-Use Overlay ("NMU-R")

a) Property subject to an NMU-R overlay may be developed with nonresidential or residential uses. Nonresidential uses permitted in NMU-R shall be those permitted in the MU District. Residential uses permitted in NMU-R shall be those uses permitted in the underlying District on which the NMU-R overlay is located; provided, however, the following uses are prohibited in the NMU-R overlay:

- Cluster residential
- Hospital, Acute Care
- Hospital, Chronic Care
- RV Sales
- Senior apartments

b) Nonresidential uses developed in the NMU-R subdistrict shall comply with the development standards for the MU District. Residential uses developed in the NMU-R subdistrict shall comply with the residential standards of the underlying Districts on which the NMU-R overlay is located.

5.7.4 Mixed-Use Parking

The predominate parking arrangement for Mixed-Use will be surface parking but other parking configurations are permitted. Where multi-family use is within a vertical Mixed-Use building, a minimum of 50% of parking for multi-family units shall be

provided by attached, enclosed garages. Lot coverage shall be calculated separate from the enclosed parking amount.

5.7.4.1 Tuck Under

Garages may be located in the base of a multi-family building with garage access doors oriented toward the interior of the block. This configuration is considered "attached" structured parking.

5.8 Public Uses

The PD District will identify the future locations for civic and school sites as follows:

5.8.1 Civic Sites

Up to ten (10) acres of land will be identified for civic uses including, but not limited to, fire and/or police stations. The final location will be coordinated with the City at the Site Plan stage when the City identifies a specific need. Terms of conveyance will be provided in a Development Agreement. The site(s) will be determined as part of the submission and review of the Residential Plat(s).

5.8.2 School Sites

The Developer shall provide the following school sites within the Property subject to approval by the Waxahachie Independent School District ("WISD"):

- **Elementary Schools:** Two (2) sites shall be designated for elementary schools. The sizes of the elementary school sites shall be no more than fifteen (15) acres each except as otherwise provided herein. In the event Developer provides stormwater management serving a school site through an off-site regional detention facility, the required area for such elementary school site(s) may be reduced to twelve (12) acres. A third elementary school site shall be designated if, and when, it is objectively determined, based on WISD's then-current student-to-school capacity standards, that an additional elementary school is warranted. The size of the third elementary school site shall be as specified for the elementary schools herein.

- **Middle School:** One (1) site shall be designated for a middle school at a size not to exceed thirty (30) acres except as otherwise provided herein. In the event Developer provides stormwater management serving the school site through an off-site regional detention facility, the required area for the middle school site may be reduced to twenty-five (25) acres.

- In the event that Specialty Parks, as defined herein, provide recreation area and facilities necessary for school recreation programming, WISD and

Developer may mutually agree to modify school site acreages specified above. Such an agreement would require approval by City Council.

- Final school locations will be coordinated with the City at the Site Plan stage when the WISD identifies a specific need.

5.9 Model Homes

Model homes of each product type provided for herein may be constructed within the AA and TR Districts as part of and during the installation of the subdivision infrastructure. The completion of model homes shall not trigger a park or amenity construction requirement or contribute toward any park or amenity requirement until those homes no longer serve as a model home use. A total of fifty (50) model homes, in the aggregate, are permitted at any one time within the AA and TR Districts as part of the development, subject to the following conditions:

5.9.1 A final site plan must be submitted, depicting the proposed location of the model home(s).

5.9.2 All required hydrants must be in place in the vicinity of the model homes and, pursuant to testing to assure adequate fire flow, be approved by the Fire Chief.

5.9.3 Water and sanitary sewer service shall be provided either by City services or temporary systems approved by the City Engineer.

5.9.4 Bacteriological clearance of the potable water lines must be performed.

5.9.5 Road base shall be stabilized in the vicinity of the proposed model homes in accordance with the civil plans and certified by the geo-tech.

5.9.6 Adequate off-street parking for the real estate sales/leasing use of the model sales home/units shall be provided in accordance with the minimum standards for the number of off-street parking spaces.

5.9.7 Final inspection approvals shall be issued by the City upon completion of the lots on which the homes are located and shall be developed in full compliance with the PD.

Permits for model homes and the Welcome Center may be issued only after plats for lots for these structures are recorded and fire protection, as approved by the Fire Chief, is installed; provided, however, the permits for the model homes and Welcome Center may be issued prior to the completion of other subdivision improvements in accordance with the City's Subdivision Ordinance.

5.10 General Regulations

The following General Regulations shall apply for development within the Property:

5.10.1 Existing Housing Types

5.10.2 Housing types permitted under the Waxahachie Code of Ordinances, as amended, which are not expressly identified herein, are permitted within the PD; provided, however, Prefabricated Modular Homes are not permitted within the Development except for use as construction offices as outlined in sec. 5.9.4. **New Housing Types**

New housing types not currently permitted under the PD may be permitted by minor amendment upon approval of the City Manager, or City Staff designee. Approval of such new housing types shall include specific Dimensional Standards for such new housing type.

5.10.3 Utility Easements

With approval from franchise utility providers utility easements may be reduced to 10 feet in width adjacent to the ROW in front and side yards.

5.10.4 Temporary Offices in Residential Zoning Districts

5.10.4.1 Real estate sales offices are permitted during the development of residential subdivisions in which the office is located until ninety-five (95) percent of the building permits of the platted lots in the subdivision are issued.

5.10.4.2 Temporary field or construction office for uses incidental to construction work on the premises of an individual plat or Site Development Plan construction site are permitted ("Temporary Field Offices"). Temporary Field Offices shall be removed no later than one year after the completion or abandonment of construction work for which they were installed or by order of the City Manager or designated representative. Specific time allowed and location for Temporary Field Offices shall be specified by the City Manager or designated representative. Temporary Field Offices are not required to be placed on platted lots.

5.10.4.3 Temporary construction office site facilities for uses incidental to construction work on the overall community by the master developer, PD Applicant or Assignee and their direct subcontractors are permitted ("Temporary Construction Office Compound"). The location of a Temporary Construction Office Compound shall be identified with plat submittal. A Temporary Construction Office Compound shall be removed no later than one year after the final inspection of the final residential home or building in a Site Development Plan on the Property. There may be multiple temporary structures in the Temporary Construction Office Compound. Site development and related buffering for a Temporary Construction Office Compound shall be subject to Site Plan approval and normal building

inspection requirements. The property on which a Temporary Construction Office Compound is located shall be platted by way of a minor or administrative plat in which the Applicant for such plat is responsible only for infrastructure and utilities to serve the Temporary Construction Office Compound. Provision for water and wastewater may be satisfied with well and septic or holding tank systems which shall be subject to applicable regulations and approval by the City Manager or their designee. A lot used for a Temporary Construction Office Compound shall be cleared of materials and debris used for the Temporary Construction Office Compound use, graded, and seeded no later than 60 days after such removal. Landscaping that may have been installed may remain in place until the site is developed with its final use, at which time new landscaping will be installed in accordance with applicable codes.

5.10.4.4 Temporary parking lots for Temporary Field Offices, Temporary Construction Office Compounds, and real estate sales offices are permitted during the development of residential subdivisions with the approval of an Administrative Site Plan submitted to the Planning Department. They can remain in place until one hundred (100%) percent of the platted lots in the residential subdivision have obtained Certificates of Occupancy.

CHAPTER 6: OPEN SPACE, PARKS, TRAILS & AMENITIES

6.1 Open Space, Parks, Trails, and Amenities

As a master planned community, the Kemp Tract will have an extensive and programmed system of open space and amenities throughout. These amenities combine to create an overall sense of place that would be difficult to achieve when considered as independent elements within smaller developments. The Amenity Centers will serve the residents of the planned community as central gathering and recreational facilities and contain a mix of passive and active amenities. Other smaller parks will be developed throughout the project with various forms of passive amenities. These parks will be developed as the adjacent residential tracts are developed and tracked using an exhibit, a template of which is included as **EXHIBIT J – DEVELOPMENT TRACKING**. The trails system, as shown on **EXHIBIT F - OPEN SPACE AND TRAILS PLAN**, will use a combination of Multi-Use Paths in the Street ROW, Utility Easement trails, neighborhood connecting trails in the open spaces and the extensive network of sidewalks throughout neighborhoods to serve the residents of the project and provide multiple pedestrian connections. The trail system will provide easy and safe pedestrian access to the Amenity Centers and various parks, and other community uses and provide for golf cart usage.

6.1.1 Definitions

For purposes of this PD, the following terms shall have the following meanings ("Amenity Elements"):

6.1.1.1 Art in the Landscape:

Sculptural elements built from materials that are resilient to an outdoor environment and shall not exceed 15 feet in height.

6.1.1.2 Amenity Center Building

A community facility that may include the following elements:

- **Fitness and Wellness Areas**

  Rooms designed to serve a variety of fitness or wellness classes or activities a minimum of 400 square feet.

- **Pro Shops**

  Store that provides a variety of sports-related retail items often coordinated with the adjacent sport and wellness facilities.

- **Restaurant Facilities:**

  A facility that may include a kitchen or bar and/or dining space to serve a variety of dining/hospitality formats such as snack bars, grills, restaurants, bars, and lounges associated with clubhouses.

- **Dog Grooming**

  An area to provide dog grooming service to residents' dogs.

- **Hobby Space**

  Multiuse space to serve a variety of hobbies within a space that is a minimum of 200 square feet.

- **Personal Services**

  An area that provides personal services to residents such as a barber shop, beauty shop and nail salon services.

- **Community Recreation Facilities**

  An area that provides indoor recreation, meeting assembly space, and banquet rooms.

6.1.1.3 Amenity Center Community Offices / Administration Buildings

An office area to serve administration of the community and/or shared office space for use as an amenity. Amenity community offices are typically located in the Town Center area but could be a freestanding building.

6.1.1.4 Bike Rack

A structure for temporary storage of bikes that provides an area for a minimum of 2 bikes.

6.1.1.5 Community Garden

A garden for the growing of fruits, vegetables, and/or flowers with planned maintenance by community members and/or the HOA. Minimum of 2,500 square feet of planting area.

6.1.1.6 Dog Park

A fenced area with designated areas for both small dogs and large dogs. Dog parks will include a pet waste station and dog watering fountain. Dog Parks may include dog agility equipment, shade structures, sitting areas and a dog wash area.

6.1.1.7 Drinking Fountain

A commercially manufactured drinking fountain designed for outdoor use. If used in or near a dog park a combination pet drinking fountain should be used.

6.1.1.8 Educational/ Historical Display

A plaque or signage that provides educational value on history, physical features, local flora, or fauna, etc.

6.1.1.9 Fitness station

Commercially manufactured fitness station that serves a specific activity or exercise. Often best suited as part of a larger system or circuit of fitness stations.

6.1.1.10 Indoor and Outdoor Swimming Pools and Pool Bath Houses

Pool area and restrooms/shower facilities and lockers to serve the pool users.

6.1.1.11 Lawn Game Area

Site-built game area to accommodate at least one regulation sized sport such as bocce, croquet, shuffleboard, volleyball, putting green, or similar type activity.

6.1.1.12 Multi-Purpose Trail

A hard surface trail that meets ADA requirements and serves a variety of users including pedestrians, cyclists, and golf carts.

6.1.1.13 Multi–Use Fields

An irrigated field that serves as an open area that may serve a variety of uses without the constraint of any built-in structures or sports equipment.

6.1.1.14 Nature Trail

A hard or soft surface trail that is not required to meet ADA requirements and may be used in floodplain areas.

6.1.1.15 Outdoor Entertainment Venue

A stage and/or amphitheater space that includes electricity and lighting to facilitate musical performances. Designed and built to accommodate an audience of a minimum of 100 people.

6.1.1.16 Outdoor Living Area

A site-designed gathering space designed for specific use such as a fire pit, fireplace, barbeque grill or similar activity.

6.1.1.17 Pavilion/ shade structure

A fixed structure built of materials resilient to outdoor use that is a minimum of 100 square feet in covered area.

6.1.1.18 Pet waste station

A commercially manufactured feature that provides bags and refuse baskets for the disposal of pet waste.

6.1.1.19 Picnic area

A permanent table with fixed or movable benches or chairs that accommodate a minimum of 6 people. The picnic table and seating will be constructed of materials resilient to outdoor use.

6.1.1.20 Play Equipment

Play equipment will consist of commercially manufactured playground equipment that is constructed of materials resilient to outdoor use. The equipment will be targeted towards toddler-age children or young school-age. Where play equipment is targeted toward a particular age range the next closest park with play equipment should accommodate another age range of children.

6.1.1.21 Primary Amenity Centers

The two areas labeled as Traditional Amenity Center and Active Adult Amenity Center as shown on **EXHIBIT B – CONCEPT PLAN**.

6.1.1.22 Restrooms

Site built structure with restrooms or a modular manufactured restroom building.

6.1.1.23 School Bus Pick-up Area

This area shall consist of seating for a minimum of 10 children shaded by a permanent fixed structure, a minimum of 25 square feet in covered area.

6.1.1.24 Seating

Seating will consist of fixed or movable individual chairs or benches constructed of materials resilient to outdoor use. Pocket Parks will contain a minimum total seating area for four people. Neighborhood parks will contain minimum seating for 10 people. Design and quantity of seating for parks larger than the .5-acre minimum size of Neighborhood Parks will be based on the size and type of park as designed and specified by the Licensed Landscape Architect signing and sealing the park design plans.

6.1.1.25 Secondary Amenity Centers

Recreation areas that provide recreation facilities in support of development into the Flex Residential. The size of the site(s) and program elements will be determined by the Developer and reviewed by the City during the Site Plan Review process for that facility.

6.1.1.26 Shade Pavilions and Gazebos

A fixed structure over a solid surface floor built of materials resilient to outdoor use that is a minimum of 200 square feet in covered area.

6.1.1.27 Splash Pad

Site built facility that emits water from the ground or overhead features that are designed for child water play, a minimum of 400 square feet in area. Includes water sanitation equipment.

6.1.1.28 Sports Court

Regulation size court to serve sports such as basketball, tennis or pickle ball that includes a solid surface slab with markings and required fencing and fixed equipment to serve the designed for sports.

6.1.1.29 Sports or multi-purpose field

Field meeting the size requirements for youth or full regulation size sports. Including fences, backstops, or nets to accommodate the designed sport or sports.

6.1.1.30 Trail lighting

Bollard or overhead lights that are spaced to provide lighting and key locations and shielded to focus light where it is needed and avoid spillover light pollution.

6.1.1.31 Trailhead & Wayfinding signage

Signage that indicates a trailhead and provides a map or graphics that indicates how the trail section is part of a larger trail network.

6.1.1.32 Trash / Recycling Receptacle

A commercially manufactured feature that provides basket for the disposal of waste.

6.1.1.33 Other Elements with Staff Approval

Other elements similar to subsections 6.1.1.1 to 6.1.1.30 that are approved by the Director of Planning.

6.1.2 Open Space, Parks and Trails Locations and Construction

6.1.2.1 Refer to **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** for the general locations of Open Space, Parks, and Trail connections. The park locations are flexible so long as each park complies with the distance requirements in this Chapter.

6.1.2.2 The burden to fully fund, construct, and complete the required Open Space, Park Space, Trails, Landscaping and Amenity improvements shall be borne solely by the Developer and not by future Homeowner's Associations or Property Owners Associations. Completion of said improvements shall be

required prior to turning the improvements over to the HOA. However, after turnover, the HOA may continue to add to the amenities without the participation of the Developer.

6.1.3 Open Space / Parks Requirement Tracking

6.1.3.1 Each residential plat that contains a minimum of 100 lots will provide 10% of the area within such plat as Open Space meeting the criteria in Section 6.2.1. Where the size or unique design of a plat does not provide for 10% this requirement may be waived if the total open space already platted exceeds previous open space minimums in accordance with 6.2.2.4 below. The first plat that includes any lots must include the required Open Space for that plat.

6.1.3.2 The project wide Open Space/Park requirement will be tracked and summarized at each Residential Plat and/or detailed Site Plan submittal with the submittal of a summary chart for Open Space a template of which is included as **EXHIBIT J – DEVELOPMENT TRACKING**.

6.1.3.3 The summary chart shall show Open Space/Park requirements for any previous submittals and the Open Space/Park requirement for the current submittal.

6.1.3.4 Any Open Space/Park area larger than what is required for Residential Plat and/or Site Plan submittal will be carried over to future Residential Plat and/or Site Plans.

6.1.3.5 Open Space/Park land must be indicated as such on a Plat or deed restricted as Open Space/Park. The entity to which the tracts are dedicated will be identified on the plat or within the deed restrictions.

6.1.4 Parks and Open Space Structures Criteria

Any structures (exclusive of signage monumentation and Amenity buildings) placed within a Park or Open Space area, the following development standards shall apply:

6.1.4.1 Maximum height: 2 stories or 35 feet

6.1.4.2 Maximum lot coverage by structures, driveways, and parking: 20%

6.1.4.3 Maximum lot coverage by structures: 10%

6.1.4.4 Minimum distance between structures: 10 feet

6.1.4.5 Minimum setback 10 feet

6.1.5 Park Land Dedication Requirement

The provision of Parks and Open Space as defined as described in this PD District shall satisfy all City requirements for Public Park Land Dedication.

6.1.5.1 The Parks and Amenity Centers, including linear parks, defined herein will count towards the total park land dedication requirement, regardless of if the areas are maintained by a homeowner's association, property owners' association, special district or city owned and maintained.

6.1.5.2 The Amenity Center and acreage within parks shall be counted towards the Open Space requirements (any commercial or retail spaces shall be excluded from park space calculations).

6.1.5.3 Any parks to be dedicated to the City will be agreed upon in a Development Agreement or by mutually agreed upon future amendment to that agreement.

6.1.6 Clearing and removal of Trees in Open Spaces and Parks.

Clearing of trees shall be limited to removal of trees only as needed to construct the trails and facilities. City review of plans to remove trees 8" caliper and larger that are located in park and open space tracts and are on the Recommended Plant List in Section 5.08 of the Waxahachie Zoning Ordinance shall be required. The amenity tracts shall be exempt from this requirement.

6.2 Open Space

6.2.1 Open Space Described

6.2.1.1 A minimum of 400 acres of the project area shall be committed as Open Spaces that are comprised of varying size areas. Open spaces may be passive areas such as floodplain, utility easements, landscape buffers or visual setbacks but can also be active spaces such as Community Amenity Centers, Neighborhood Parks, or Public Parks.

6.2.1.2 Areas that meet the criteria outlined below shall qualify as Open Space.

6.2.1.2.1 An area of open space shall have no dimension of less than ten (10) feet in width and 0.2 acres minimum area.

6.2.1.2.2 Multipurpose trails and the immediately adjacent green spaces having a minimum width of ten (10') feet.

6.2.1.2.3 Areas of retained natural vegetation, active and passive parks as defined herein, and wet or dry detention water management areas.

6.2.1.2.4 Any landscape buffer or linear open space so long as it incorporates an amenity element every 300 linear feet.

6.2.1.2.5 Areas of amenity centers that comply with open space criteria found in Sec 5.05 of the Waxahachie Zoning Ordinance.

6.2.1.2.6 Areas of Site Plans for Multi-Family tracts and MU land uses, including any MF developed in the MU, that complies with the criteria found in Sec 5.05 of the Waxahachie zoning ordinance.

6.2.1.2.7 Open space provided on school or other civic sites that comply with Sec 5.05 of the Waxahachie Zoning Ordinance.

6.2.1.2.8 Any Open Space included in land dedicated to the City as Park shall qualify as required Open Space and may be used to satisfy the Open Space requirements.

6.2.2 Thoroughfare Landscape Buffers and Subdivision Open Space

Open space areas along rights-of-way and within pockets in a subdivision shall count towards open space so long as the open space area along a right-of-way incorporates an amenity element every 300 linear feet and the open space area within a subdivision contains at least one amenity for every 15,000 square feet of area. Restricted development areas shall be designated as landscape / open space on a plat. This acreage shall apply to the total open space acreage requirements within the PD project.

6.2.2.1 Thoroughfare Landscape Buffer Design

Thoroughfares will provide a continuity of design from points of community entry throughout the entirety of the Kemp Tract. These thoroughfares and the adjacent landscape buffers are detailed in Chapter 7: Landscaping & Buffers.

6.2.2.2 Maintenance

Thoroughfare landscape buffers will be developed at the time the adjacent development occurs. An HOA, POA, Special District, or Municipal Financing District will be established to maintain all thoroughfare landscape buffers.

6.3 Parks

6.3.1 Park Maintenance

All Pocket Parks, Linear Parks and Neighborhood Parks shall be maintained by a HOA, POA, or Special District. Specialty Parks and park land such as the Waxahachie-Midlothian Trail Reserve that are conveyed to the City shall be maintained by the City.
Park Design Criteria

Parks are to be integrated within the larger open space system as well as the neighborhoods that they serve. Each park should have a variety of amenities and should not be the exact same amenities provided within other neighborhood parks within a 1 -mile radius. Where park design criteria provides for a menu of Required Elements or Additional Elements, the unique elements shall not be repeated such that one type of element composes more than 25% of the overall required elements. Refer to definitions in Sec. 6.1.1. for definition of required elements.

6.3.1.1 Pocket Park Design Criteria

A Pocket Park is typically a passive park embedded in a neighborhood. A Pocket Park shall be a minimum of .25 ac. and include the indicated required elements and a minimum of one additional element for every 0.5 acres.

Required Elements:

- Landscaping with Irrigation
- Seating (individual seats and/ or benches)
- Pet waste station

Additional Elements:

- Play equipment
- Picnic area
- Pavilion/ shade structure
- Sports court
- Bike Rack
- Drinking Fountain
- Trash receptacle
- Art in the landscape
- Outdoor living area such as a fire pit, fireplace or barbeque
- Fitness station
- Dog park
- Educational/ Historical Display
- School bus pick up areas with covered seating areas
- Other Amenities with Staff approval

6.3.1.2 Linear Park Design Criteria

A Linear Park is typically either a Natural Area Linear Park or a Trail Linear Park. A Natural Area Linear Park typically follows a floodplain or flow way and shall be a minimum 25’ width above the 25-year floodplain and will have 6’ wide pathways of natural materials such as gravel or mulch. A Trail Linear Park shall be a minimum of 20’ wide and may overlay a utility easement, parallel to a street ROW, or greenspace edges in stormwater facilities, floodplains and

greenspaces throughout the community and contain a 10’ minimum gravel path. Linear Parks within development tracts and along arterials and collectors will be a minimum of 20’ wide minimum by 500’ length. Multi-modal pathways serve as linear parks and shall be measured as linear park areas. They may include up to 10’ of the landscape and trail portion of a ROW. Linear Park shall include a minimum of one item from the following list and one additional item for every one acre:

Required Elements:

- Multi-purpose / nature trails
- Seating (individual seats and/ or benches) (seating provided at trailheads and every 500 feet of trail)
- Trailhead & wayfinding signage
- Pet waste station
- Landscaping that includes drought tolerant landscaping and irrigation as needed for such

Additional Elements:

- Trail lighting
- Play equipment
- Picnic area
- Pavilion/ shade structure
- Sports court
- Bike Rack
- Drinking Fountain
- Trash receptacle
- Art in the landscape
- Fitness station
- Dog park
- Educational/ Historical Display
- School bus pick-up areas with covered seating areas
- Restrooms
- Other Amenities with Staff approval

6.3.1.3 Neighborhood Park Design Criteria

A Neighborhood Park shall be a minimum of .5 ac. and include a minimum of one item from the following list and one additional item for every 0.5 acres:

Required Elements:

- Landscaping with Irrigation
- Seating (individual seats and/ or benches)

Additional Elements:

- Play equipment
- Picnic area
- Pavilion/ shade structure
- Sports court
- Bike Rack
- Drinking Fountain
- Pet waste station
- Trash receptacle
- Art in the landscape
- Outdoor living area such as a fire pit, fireplace, or barbeque
- Fitness station
- Dog park
- Educational/ Historical Display
- School bus pick up areas with covered seating areas
- Restrooms
- Splash Pad
- Sports or multi-purpose field
- Community garden (vegetable and/or flower)
- Other Amenities with Staff approval

6.3.1.4 Waxahachie-Midlothian Trail Reserve Design and Conveyance Criteria

6.3.1.4.1 The Waxahachie Midlothian Trail Reserve is to be designated as a regional park and is to be dedicated in segments to the City of Waxahachie. **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** generally describes the regional park areas. **EXHIBIT – N** – **WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** Describes the order and conditions of conveyance. The park improvements shown on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** shall be conveyed or dedicated to the City at no cost or expense to the City. Developer and City shall coordinate for phased dedication of the parkland to the City as development occurs. Trails and amenities within the conveyed property will be constructed by the Developer and generally comply with **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** contained within the PD and shall include amenities in accordance with PD language 6.3.4.2 describing requirements for the Waxahachie Regional Park.

6.3.1.4.2 The portion of the parkland described as the "Initial Conveyance" on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and

issuance of the final certificate of completion by the City. Subject to issuance of permits from agencies having jurisdiction, this segment shall be completed by Developer no later than one year after permits are issued but not prior to when the segment being built by the city is completed from Getzendaner Park and open to the public where it connects to the Kemp Tract.

6.3.1.4.3 The portion of the parkland described as the "Second Conveyance" on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** shall be dedicated by the Developer to the City within one hundred and twenty (120) days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 50 percent of the homes platted in the immediately adjacent phase have received final inspections by the City. The "Second Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via plat; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

6.3.1.4.4 The portion of the parkland described as the "Third Conveyance" on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** shall be dedicated by the Developer to the City within one hundred and twenty (120) days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 50 percent of the homes platted in the immediately adjacent phase have received final inspections by the City.. The "Third Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via plat; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

6.3.1.4.5 The portion of the parkland described as the "Fourth Conveyance" on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** shall be dedicated by the Developer to the City within one hundred and twenty (120) days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 50 percent of the homes platted in the immediately adjacent phase have received final inspections by the City. The "Fourth Conveyance" shall be described as a "Waxahachie-Midlothian Trail

Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via plat; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

6.3.1.4.6 Developer shall be responsible for constructing the portion of the trail shown on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** to the specifications set forth in cross section attached hereto as **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE**.

6.3.1.4.7 The Waxahachie Midlothian Trail Reserve Park will count toward park area calculations including dedication requirements, if any.

6.3.1.4.8 In addition to the Waxahachie-Midlothian Trail Reserve, the Trail Park shall include a minimum of one item from the following Required Elements list and one additional item for every 500 feet of trail from the following Additional Elements list:

Required Elements:

- Seating (individual seats and/ or benches) (minimum will include two benches provided at trailheads and every 500 feet of trail)
- Trailhead & wayfinding signage
- Pet waste station
- Landscaping that includes drought tolerant landscaping and irrigation as needed for such

Additional Elements:

- Trail lighting
- Play equipment
- Picnic area
- Pavilion/ shade structure
- Sports court
- Bike Rack
- Drinking Fountain
- Trash receptacle
- Art in the landscape
- Fitness station
- Dog park
- Educational/ Historical Display

- Restrooms
- Other Amenities with Staff approval

6.3.1.4.9 For Floodplain areas not included in the Waxahachie Regional Trail Park described above, Floodplain areas and adjacent undevelopable areas above the elevation of the 25-year flood plain extending up to the rear of adjacent platted lots, Mixed Use tracts or ROW will count as park land and open space. These Floodplain areas shall include the installation of one of the following elements every 750 linear feet of paved trail subject to compliance with Floodplain regulations:

- Pet watering Station
- Drinking Fountain
- Picnic Area
- Play Equipment
- Seating
- Trash/ Recycling Receptacle
- Other elements with Staff Approval.

6.3.1.5 Specialty Park Design Criteria

6.3.1.5.1 A Specialty Park is a park that provides a specific recreation use or range of uses such as a multi-field sports facility for a larger multi-neighborhood area and is located adjacent to a school site and/or a residential subdivision. Specialty Parks shall be dedicated to the City upon completion and acceptance by the City. Open Space that is adjacent to Specialty Parks and contains public improvements, such as public trails, shall be dedicated to the City with the dedication of the adjacent Specialty Park.

6.3.1.5.2 Specialty Parks shall be located generally as shown on **EXHIBIT B-CONCEPT PLAN**. A minimum of 25 acres of specialty park will be provided in the overall community.

6.3.1.5.3 Elements within the Specialty Park will be designed to serve as a public recreation park which will be shared by the City and an adjacent WISD school. Specifications for a Specialty Parks, such as sports field types and dimensions, are to be identified prior to construction of the first residential home in the adjacent neighborhood or site plan approval for the adjacent school.

6.3.1.5.4 **EXHIBIT B-CONCEPT PLAN** currently includes two approximately 12.5-acre Specialty Park sites. The Specialty Park site adjacent to the proposed elementary school will be replanned and reduced to

approximately 4 acres. The Specialty Park located between the proposed middle school and elementary school will be replanned and expanded to approximately 20 acres. The final design of each Specialty Park will be incorporated into **EXHIBIT B-CONCEPT PLAN** and coordinated with the City during concept plan final design and permitting.

Developer shall provide the planned improvements for the Specialty Parks as follows:

- Install restrooms.
- Install a water-bottle filling station adjacent to the restrooms.
- Design and construct field lighting with a target average illumination of 20–30 foot-candles for the practice fields. In constrained areas or where spill light control is required, lower levels down to 10 foot-candles are acceptable to balance efficiency and minimize light spillage.
- Install in the aggregate for both Specialty Parks combined a total of twelve (12) bike-rack stations, each with a minimum capacity of twelve (12) bicycles, in locations coordinated with the City of Waxahachie Parks and Recreation Department.
- Install in the aggregate for both Specialty Parks combined a total of twelve (12) trash receptacles in convenient locations, coordinated with the City of Waxahachie Parks and Recreation Department.
- Install complete irrigation systems for all practice fields and provide full sod coverage for all field areas within the project limits.
- Construct all sidewalks and pedestrian pathways required to provide access to the fields.
- Coordinate with the School Board regarding all fencing interface conditions and the location of any access points between the project and adjacent school properties.
- Install perimeter fencing to separate play areas from surrounding vehicular streets and parking lots. This

fencing shall incorporate controlled pedestrian access points that provide limited neighborhood connectivity while maintaining safety and preventing children and sports equipment from entering the street.

6.3.1.5.5 Construction of the first Specialty Park shall commence with the earlier of:

(i) commencement of construction on the adjacent school, or

(ii) commencement of construction on the first residential unit in the adjacent subdivision.

Construction of the first Specialty Park shall be completed by the earlier of:

(x) the issuance of a certificate of occupancy for the adjacent school, or

(y) 120 days after the issuance of a building permit for the last unit of fifty (50) percent of the homes in the immediately adjacent TR residential subdivision..

Construction of the second Specialty Park shall be completed by the earlier of:

(y) the issuance of a certificate of occupancy for the adjacent school, or

(z) 120 days after the issuance of a building permit for the 3,000th home in the TR District.

6.3.2 Traditional Residential Parks

6.3.2.1 All homesites will be within 0.5 miles of a park space. At a minimum homesites will be no further 0.5 miles of one of the types of parks described in this section

6.3.2.2 Parks will include paved or natural paths connecting with neighborhood sidewalks and, where proximity allows, they will connect to natural areas along flow ways and floodplains. Except for natural pathways along natural areas, all park features will comply with ADA requirements.

6.3.2.3 Traditional Residential Park Phasing

6.3.2.3.1 Two acres of park must be completed prior to final inspection of the first residential dwelling unit in the Traditional Residential District and continued in accordance with Table 12. For purposes of this condition, Model Homes will not count as the first residential dwelling unit.

6.3.2.3.2 Park areas will be designated on plats as landscape reserve tracts and dedicated to the HOA or MMD.

6.3.2.3.3 Total acreage of parks will be updated and tracked with each recorded plat.

6.3.2.3.4 Overages above the 2 acres/100 units may count towards requirements for future plats as long as required parks that comply with all other applicable park requirements herein are provided for all neighborhoods.

6.3.3 Active Adult Parks

6.3.3.1 At a minimum homesites will be no further than 0.5 miles from a Pocket Park, Linear Park, Neighborhood Park, Special Purpose Park, Secondary Amenity Center, or a Primary Amenity Center.

6.3.3.2 Parks will include paved or natural paths connecting with neighborhood sidewalks and, where proximity allows, they will connect to natural areas along flow ways and floodplains.

6.3.3.3 Except for unpaved pathways along natural areas, all park features will comply with ADA requirements.

6.3.3.4 Active Adult Neighborhood Park Phasing

6.3.3.4.1 Two acres of parks must be completed prior to final inspection of the first residential dwelling unit and continued in accordance with Table 13. For purposes of this condition, Model Homes will not count as the first residential dwelling unit or be counted towards closed homes for calculating required park acreage in the Active Adult land use area.

6.3.3.4.2 Park areas will be designated on plats as landscape reserve tracts and dedicated to the HOA or MMD.

6.3.3.4.3 Total acreage of parks will be updated and tracked with each recorded plat.

6.3.3.4.4 Overages above the 2 acres/100 units may count towards requirements for future plats as long as required parks that comply with all other applicable requirements herein are provided for all neighborhoods.

6.4 Trails

The Trail system will include interconnected trails including trails/sidewalks along roads, off-road concrete trails and natural trails as generally depicted in **EXHIBIT F - OPEN SPACE AND TRAILS PLAN**. Additionally, trailhead locations at key locations such as parks, amenity sites, and at schools, to include trail maps and site furnishings (trash, seating) shall be provided. The trails delineated in **EXHIBIT F - OPEN SPACE AND TRAILS PLAN**, except for the Waxahachie Regional Trail, shall be developed when the adjacent land is developed. The Waxahachie Regional Trail shall be provided as set forth in Section 6.3.1.4. Trails around detention ponds and along throughfares count toward open space and park requirements.

6.4.1 Regional Trail Connection

6.4.1.1 The Kemp Tract trail system will connect to the Waxahachie Regional Trail located at the northeastern property boundary of the Kemp Tract PD.

6.4.2 Golf Cart Pathways

Golf carts will be an integral part of the multi-modal circulation system. Golf carts will be allowed on streets in compliance with Texas State Law and city ordinance. The PD project shall be considered a master-planned community within the meaning set forth in Section 551.403(c)(1) of the Texas Transportation Code. The project shall contain a system of golf cart pathways including the "multi-purpose" path that accommodates golf carts to provide connectivity between local roads and the residential and recreational areas. This pathway system, as indicated in **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** and the proposed street cross sections, will promote accessibility via golf cart within the development without the need to use an automobile. The golf cart pathways shall comply with state and local statutes and regulations.

6.4.3 Trail Materials

Trails outside of the Right-of-Way may consist of natural materials such as mulch or crushed stone.

6.5 Amenity Centers

6.5.1 General:

6.5.1.1 In order to promote a sense of community and to fulfill the recreation needs for all ages, recreational amenities will be provided. These features will be set within an open space and multi-modal pathway network intended to create and support interaction among the families, neighbors, and neighborhoods within the Kemp Tract.

6.5.1.2 A minimum of two (2) separate Primary Amenity Centers, at least 20 acres in size, which include features as described in 6.5.2.4 below, shall be provided

cumulatively in the Traditional Residential and Active Adult Residential Districts.

6.5.1.3 At minimum, 40 acres of Primary Amenity Centers will be provided.

6.5.1.4 In addition, there will be Secondary Amenity Centers spread through future phases to support the Flex District. The size of the site(s) and program elements will be determined by the Developer and reviewed by the City during the Site Plan Review process for that facility.

6.5.1.5 All amenity centers will be maintained by a homeowner's association or property owners' association. The Amenity Centers may satisfy the park 0.5-mile radius requirement.

6.5.1.6 All Amenity areas and Amenity Elements shall count towards open space and park requirements.

6.5.2 Amenity Center Development Standards

6.5.2.1 The Amenity Center standards apply to an amenity center in the Traditional Residential and Active Adult Districts as depicted on **EXHIBIT B – CONCEPT PLAN.**

6.5.2.2 Land uses may consist of indoor and outdoor, lighted, and unlighted, recreation facilities, food and beverage establishments, and services that include active and passive sports and entertainment (including outdoor concert facilities (i.e., the Bandshell) and ancillary facilities including on-site alcohol consumption.

6.5.2.3 The amenity facilities will primarily be provided in one Primary Amenity center in each of the TR and AA communities.

6.5.2.4 Primary Amenity Center Facilities and Uses

Each primary Amenity Center will include at least five (5) of the following facilities and uses in the following list. Changes to this list may be processed as a minor amendment.

List 1. Items on list 1 below may not be counted as more than one of the five required facilities, no matter how many are constructed in one Primary Amenity Center

- Community Offices / Administration Buildings
- Shade Pavilions and Gazebos
- Sports courts such as basketball (minimum one full court), Tennis or Pickle Ball Courts (Minimum of four)
- Lawn Games such as bocce, croquet, volleyball, putting green, etc.
- Multi–use fields

- Playgrounds
- Pro shops
- Dog Grooming
- Hobby Space

List 2. Items on list 2 below may only be counted as up to two of the five required facilities, no matter how many are constructed in one Primary Amenity Center

- Food and Beverage such as facilities: restaurants, bars, and lounges
- Personal services: such as barber and beauty shops and nail salons
- Community recreation facilities such as indoor recreation, meeting, assembly, and banquet rooms
- Outdoor entertainment venues such as an amphitheater
- Indoor and Outdoor Swimming Pools
- Fitness and wellness Centers

TABLE 11: Amenity Center Development Standards	
Minimum lot area	7,000 SF
Minimum lot width	60 ft
Minimum lot depth	100 ft
Minimum front setback from ROW	25 ft
Minimum side setback along ROW	25 ft
Minimum side and rear setback adjacent to single family detached uses	50 feet
Minimum rear setback	20 ft
Maximum height	65 ft
Maximum lot coverage	60%

6.5.3 Traditional Residential Amenities

6.5.3.1 The Traditional Residential Amenities will include a 20-acre Amenity Campus consisting of buildings for a community center and multipurpose rooms with a minimum of 15,000 square feet of covered area of which 5,000 square feet will be air-conditioned space. The Amenity Campus will also include a minimum of 7,500 total square feet of pool area, 8 pickle ball courts, 1 basketball court, and 2 tennis courts.

6.5.3.2 Phasing for construction of the Traditional Residential Amenities shall conform to Table 12:

TABLE 12: TRADITIONAL RESIDENTIAL AMENITY AND PARK PHASING		
Facility	**Trigger for Start of**	**Estimated Date**

	Construction	Available for Use
Residential Phase - Development Parks and Open Space • Two (2) acres for the first residential lot developed • Prior to final inspection for the 1,000th lot, the greater of the park requirement in Section 6.1.3 or a total of 20 acres of park and open space (inclusive of the initial 2 acres) shall be provided within the Property; • Prior to the final inspection for each successive 1,000th lot, an additional 20 acres of open space and park shall be provided within the Property.	Begins with site development of each development phase	Completion prior to final inspection of the first owner occupied residential unit in initial phases. Upon completion of the first Phase of the primary amenity, park completion will not be required until 50% of the owner-occupied residential units in a phase are complete.
Primary Amenity: **Phase 1 - uses from menu in 6.5.2.4** • Food and beverage Facility • Fitness Center • Tennis Courts • Pickle Ball Courts • Resort-style Pool	Commencement of construction on the first 10,000 SF no later than final inspection the 750th home. *	24 months after start of construction
Primary Amenity: **Phase 2 - uses from menu in 6.5.2.4** • As necessary to supplement Phase 1 in compliance with Section 6.5.2.4.	Commencement of construction on the additional 5,000 SF no later than final inspection of the 2,000th home.	18 months from start of construction
Specialty Park: • Sports Park or other similar community gathering park, on twelve (12) or more acres.	With the construction of the adjacent school site or subdivision.	Completed by the earlier of (i) issuance of a c.o. for the adjacent school site or (ii) 120 days after the issuance of a building permit for the last unit of fifty (50) percent of the homes in the immediately adjacent residential subdivision

*For purposes of this planned development, "commencement of construction" means that an application for a building permit has been submitted to the City. Notice of commencement of construction shall be issued no more than 45 days from issuance of the building permit.

6.5.3.3 Constructing the Facilities

The developer is responsible for the construction of recreational facilities and/or amenities. Buyers are not responsible for any direct costs, beyond the purchase price under the purchase agreement, related to the construction of the facilities.

6.5.3.4 Maintenance of the Facilities

Upon completion of each phase of the Amenity Campus, the Homeowners Association will be responsible for maintaining the facilities.

6.5.3.5 Transfer of the Facilities

The facilities are to be conveyed by the developer to the Homeowners Association. All of the facilities conveyed to the Homeowners Association will be conveyed by Special Warranty Deed, free and clear of all monetary liens.

6.5.3.6 Who May Use the Facilities

The above-described facilities are available for the use and enjoyment of each member of the homeowner's association and their guests. Use of the common area shall be subject to a Declaration applicable to the common area and any rules and regulations that may be adopted by the Homeowners Association.

6.5.4 Active Adult Amenities

6.5.4.1 The recreational facilities in the Active Adult Amenity Center shall include an Amenity Campus consisting of buildings for a fitness center, food and beverage facilities and multipurpose rooms with a minimum of 22,500 square feet of indoor area. The Amenity Campus will also include a minimum of 7,500 total square feet of pool area, 8 pickle ball courts, and 2 tennis courts.

6.5.4.2 Phasing for construction of the Active Adult Amenities shall conform to **Table 13: Active Adult Amenity And Park Phasing**:

TABLE 13: ACTIVE ADULT AMENITY AND PARK PHASING

Facility	Trigger for Start of Construction	Estimated Date Available for Use
Residential Phase - Development Parks and Open Space • Two (2) acres per 300 lots for Neighborhood Park	Begins with site development of each development phase.	Completion prior to final inspection of the first single family residential unit in initial phases. Upon completion of the first Phase of the primary amenity, park completion will not be required until 50% of the single-family residential units in a phase are complete.
Primary Amenity: **Phase 1 - uses from menu in 6.5.2.4** • Food & Beverage Facility • Fitness Center • Tennis Courts • Pickle Ball Courts • Resort Style Pool	Commencement of construction on the first 12,500 SF no later than final inspection the 500th home. *	24 months after the start of construction.

Primary Amenity: **Phase 2 - uses from menu in 6.5.2.4** • As necessary to supplement Phase 1 in compliance with Section 6.5.2.4.	Commencement of construction on the additional 10,000 SF no later than final inspection of the 1,500th home.	18 months from the start of construction.

*For purposes of this planned development, "commencement of construction" means that an application for a building permit has been submitted to the City. Notice of commencement of construction shall be issued no more than 45 days from issuance of the building permit.

6.5.4.3 Constructing the Facilities

The Developer is responsible for the construction of recreational facilities and/or amenities.

6.5.4.4 Maintenance of the Facilities

Upon completion of each phase of the Amenity Campus, the Homeowners Association will be responsible for maintaining the facilities.

6.5.4.5 Transfer of the Facilities

The facilities are to be conveyed by the developer to the Homeowners Association. All of the facilities conveyed to the Homeowners Association will be conveyed by Special Warranty Deed, free and clear of all monetary liens.

6.5.4.6 Who May Use the Facilities

The above-described facilities are available for the use and enjoyment of each member of the homeowner's association and their guests. Use of the common area shall be subject to the Declaration applicable to the common area and any rules and regulations that may be adopted by the Homeowners.

6.5.5 Multi-Family Amenity Centers

Each multi-family amenity center must include at least 1 of the following program elements for each 150 units or fraction thereof:

a) Outdoor living area such as a fire pit, fireplace or barbeque/cooking area with seating.

b) Sport courts (bocce, pickle ball, tennis, basketball, etc.)

c) Cabana or other shade/picnic pavilion

d) Community pool or spray park

e) Play or practice sports fields (If intended for play fields, soccer fields will include goals, baseball fields will include a backstop)

f) Playground or tot lot with three (3) or more of the following elements:

- Activity Panels
- Balancing
- Climbing
- Fitness
- Overhead / Hanging
- Sensory
- Slides
- Swings
- Zip Line

CHAPTER 7: LANDSCAPING & BUFFERS

The landscape design within the Kemp Tract open spaces and development tracts will follow the City of Waxahachie ordinance Section 5.04 with the following exceptions.

7.1 Landscape Design for Water Conservation

Landscaping shall include annual or perennial landscaping with plant material that is native or adapted to the North Texas area. Landscaped planting beds and individual trees shall be irrigated. Turf areas in high visibility areas will be irrigated to the extent necessary for healthy growth. Limits of irrigated area shall be reviewed during Plat or Site Plan approval as mutually agreed upon by developer's licensed Landscape Architect and city staff. To encourage water conservation, drip irrigation or irrigation close to the ground is required. Water from a nonportable source is encouraged.

7.2 Screening/Buffer Yards

The City of Waxahachie Zoning Ordinance Section 5.03(e) and Section 5.04(g), except for Subsections 5.04(g)(iii), (iv) and (v) which shall remain in full force and effect, and the City of Waxahachie Subdivision Ordinance Section 5.7(a)(1) are revised to include the following alternatives in lieu of the buffer requirements identified in the City of Waxahachie zoning ordinance. Refer to **EXHIBIT G - SCREENING PLAN**. Landscape buffers required along streets that are outside of the ROW and the limits of the roadway construction shall be installed with the development of the adjacent property. Landscaping and screening required and shown on the construction plan set within a segment of street right-of -way, shall be installed prior to the acceptance of the public infrastructure within such segment of street right-of-way. Final acceptance of the landscaping for a roadway or subdivision may occur after final acceptance of the related infrastructure project but in no case shall the acceptance process extend beyond six (6) months after acceptance of the infrastructure. With approval of the city

manager (or designee) landscape materials may be installed after the infrastructure is accepted but in no case installation and acceptance will be complete no later than six months following acceptance of the infrastructure.

7.2.1 Screening/ Buffer Yard Requirements are applicable as noted below:

7.2.1.1 Primary Screening Type 1

Primary Screening Type 1 is required where Kemp Tract development abuts residential areas along the Lone Elm and Brookside neighborhoods, and along FM 875 and FM 1446. Primary Screening Type 1 shall include a minimum twenty (20) foot landscape buffer with the following:

a) **Landscape Berms**
   at least three (3) feet in height
b) **Canopy Trees**
   One (1) canopy tree at least three (3) caliper inches, planted for every forty (40) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.
c) **Evergreen or Ornamental Trees**
   One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty (20) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.
d) **Shrubs**
   In between required trees, hedge materials shall be planted to screen views from street. Shrubs shall be 36 inches tall at time of installation and species having mature maintained height of up to five feet. Shrubs will be placed in cluster or linear hedge formation with minimum average spacing of five (5) feet on center along length of roadway segment on top of berms of varying height lining the roadway segment. Buffer shrubs will not be located in sight triangle areas.

7.2.1.2 Primary Screening Type 2

Primary Screening Type 2 is required where Mixed-Use land uses directly abut residential areas. Primary Screening Type 2 shall include a minimum twenty (20) foot landscape buffer with the following:

a) **Screening wall**
   A six-foot (6’) masonry wall shall be constructed along common nonresidential and single-family property lines, but such wall shall not be required in front of nonresidential buildings along the public right-of-way upon which the nonresidential tract fronts.

b) Canopy Trees

One (1) canopy tree at least three (3) inch caliper inches, planted for every forty (40) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.

c) Evergreen or Ornamental Trees

One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty (20) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.

d) Shrubs:

In between required trees, hedge material or midstory trees shall be planted to screen views from street. Shrubs shall be 36 inches tall at time of installation with species having mature maintained height of up to five (5) feet. Shrubs will be placed in cluster or linear hedge formation with minimum average spacing of five (5) feet on-center along length of roadway segment. Buffer shrubs shall not be located in sight triangle areas.

e) Midstory Plant material:

Midstory Plant material shall be four feet at time of installation with species having mature maintained height minimum of six (6) feet. Midstory plant material will be placed in cluster or linear hedge formation with minimum average spacing of eight (8) feet on-center along MU perimeters that directly abut residential areas. Midstory plant material shall not be located in sight triangle areas. A masonry wall six (6) feet in height may be provided in lieu of Midstory Plant Material.

7.2.1.3 Primary Screening Type 3

Primary Screening Type 3 will be used generally in locations as shown on **EXHIBIT G - SCREENING PLAN**. It will be used where the rear or side of homes directly abut the perimeter of the Planned Development in locations where lakes, natural vegetation or other forms of visual screening will not be provided. Buffer specifications are as follows:

7.2.1.31. Plant species will be selected from those listed in Sec. 5.04 Landscape Requirements

7.2.1.32. Plant Material Type Minimum Sizes:

- Canopy Tree: Single Trunk 50% 2" caliper, 50% 4" caliper with minimum spacing of 30’ O.C.
- Native Midstory Shrub minimum 10 gallon spaced 50’ on-center
- Shrubs: 3 gallon minimum 5’ O.C**.**

7.2.2 Tree Spacing

All trees shall be planted at a minimum of 5 feet away from any public utility lines, sidewalks, or roadway paving. If root barrier is installed between the tree and street or sidewalk, minimum spacing dimension may be 2.5 feet.

7.3 Street Trees

7.3.1 Street Trees Required

7.3.1.1 Each multi-family, mixed use, and non-residential development shall have at least one (1) canopy tree, a minimum three (3) inches in caliper, for each thirty (30) linear feet of platted street frontage or a fraction thereof.

7.3.1.2 Each Single Family Attached, Single Family Detached, Paired Villa and Cottage development shall have at least one canopy tree, a minimum of three (3) inches in caliper, for each thirty (30) linear feet of platted street frontage or a fraction thereof.

7.3.2 The street tree will be located within the street parkway. Where conflicts prevent this planting location, the street tree may be located between building and the ROW (within the building setback).

7.3.3 Any existing trees meeting the minimum caliper inch preserved in the ROW will count towards this requirement.

7.3.4 Street trees shall be planted, and irrigation installed in boulevard medians and right-of-way islands where such are wide enough to accommodate trees. The trees shall be planted in these areas at a rate of one canopy or understory tree for every 1,000 square feet of area within the boulevard median or right-of-way island. The location of these detailed elements is flexible and can be clustered so long as the placement does not violate visibility requirements. These trees shall be maintained by a homeowner's association, property owners' association, or MMD.

7.3.5 Required street trees and irrigation for a street required to be constructed beyond the boundary of a subdivision, but within the Property, shall be provided within 6 months of acceptance of the roadway by the City of Waxahachie Public Works Department.

7.3.6 Tree Spacing

All trees shall be planted at a minimum of 5 feet away from any public utility lines, sidewalks, or roadway paving. If root barrier is installed between the tree and street or sidewalk, minimum spacing dimension may be 2.5 feet.

7.4 Enhanced Local Street Landscaping Criteria for Enhanced Local Street

The Enhanced Local Street, indicated on the **EXHIBIT D– THOROUGHFARE EXHIBIT**, shall include the following landscaping in the Parkway and parking lane Bump Outs. The landscaping will serve as a landscape amenity and transition from the travel lanes. All of the landscaping in the Enhanced Local Street ROW shall be irrigated.

7.4.1 Street Trees

One (1) canopy tree at least three (3) caliper inches, planted for every forty (40) linear feet of platted street frontage or a fraction thereof.

7.4.2 Ornamental Trees

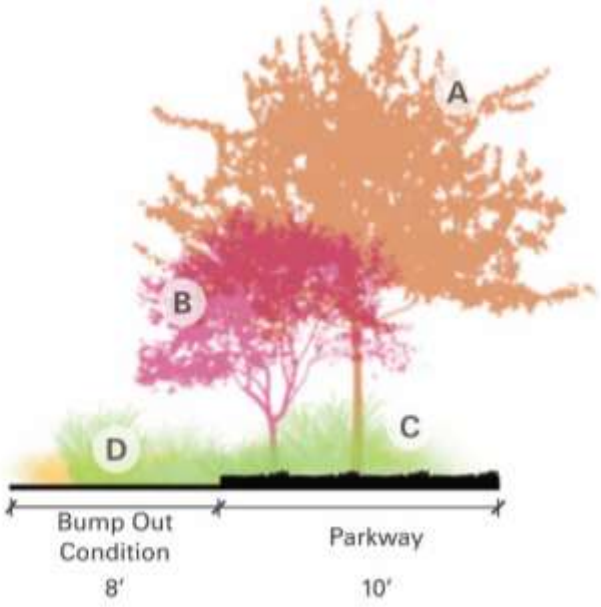
One (1) ornamental tree, at least six (6) feet in height, planted for every forty (40) linear feet of platted street frontage or a fraction thereof, planted in between and staggered with the canopy trees.

7.4.3 Shrubs

One (1) shrub, at least twenty-four (24) inches in height, planted for every ten (10) linear feet in between and staggered with the required trees. Shrubs will be placed in clusters or linear hedge formation. Shrubs will not be located in sight triangle areas.

7.4.4 Parking Bump Outs

Within the Parking Bump Outs 50% of the ground area shall be covered in living ground cover and/ or shrubs, at least twenty-four (24) inches in height. Shrubs will not be located in sight triangle areas.



Enhanced Local Street Landscape Requirements

The Enhanced Local Street, indicated on the Exhibit D Throughfare Plan, shall include the following landscaping in the Parkway and parking lane Bump Outs. The landscaping will serve as a landscape amenity and transition from the travel lanes. All of the landscaping in the Enhanced Local Street ROW shall be irrigated.

A **Street Trees**
One (1) canopy tree at least three (3) caliper inches, planted for every forty (40) linear feet of platted street frontage or a fraction thereof.

B **Ornamental Trees**
One (1) ornamental tree, at least six (6) feet in height, planted for every forty (40) linear feet of platted street frontage or a fraction thereof, planted in between and staggered with the canopy trees.

C **Shrubs**
One (1) shrub, at least twenty four (24) inches in height, planted for every ten (10) linear feet in between and staggered with the required trees. Shrubs will be placed in clusters or linear hedge formation. Shrubs will not be located in sight triangle areas.

D **Parking Bump Outs**
Within the Parking Bump Outs 50% of the ground area shall be covered in living ground cover and/ or shrubs, at least twenty four (24) inches in height. Shrubs will not be located in sight triangle areas.

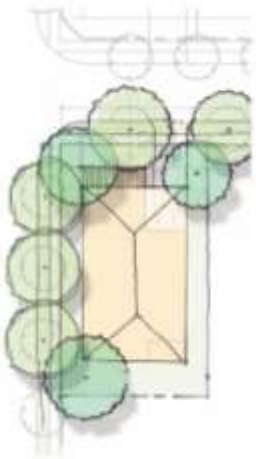
7.5 Detached Residential Landscape Requirements

7.5.1 Front Yard Trees:

Siting of front yard trees is commensurate with available space on the lot to provide for a tree canopy in conjunction with the street trees.

7.5.1.1 For lots 50 feet or less in width: Each lot shall have one Canopy Tree a minimum of three (3) caliper inches, in the front yard.

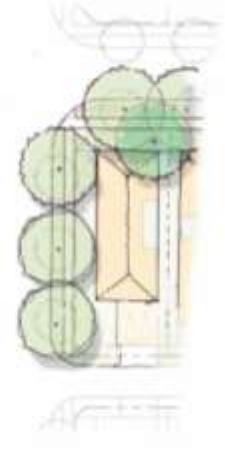
7.5.1.2 For lots greater than 50 feet in width: Each lot shall have two Canopy Trees a minimum of three (3) caliper inches each, in the front yard.



Lots Greater than 50' in Width

For lots greater than 50 feet in width: Each lot shall have two Canopy Trees a minimum of three (3) caliper inches each, in the front yard.

One Canopy Tree in rear yard minimum two (2) caliper inches. Homes that are alley loaded do not require rear yard canopy trees.



Lots 50' or Less in Width

For lots 50 feet or less in width: Each lot shall have one Canopy Tree a minimum of three (3) caliper inches, in the front yard.

One Canopy Tree in rear yard minimum two (2) caliper inches. Homes that are alley loaded do not require rear yard canopy trees.

7.5.2 Rear Yard Trees

One Canopy Tree, a minimum two (2) caliper inches, is required in the rear yard. Homes that are alley loaded do not require rear yard canopy trees.

7.5.3 Shrub Beds

7.5.3.2 Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes.

7.5.3.3 Where side yards abut streets, shrub beds along 40% of the home and a Canopy Tree with a 2-inch caliper is required.

7.5.4 Mechanical Equipment

Mechanical equipment shall be screened from direct view from the street with plant species that will grow to be maintained at the height of equipment to be screened.

7.5.5 Pervious Coverage

Sod, mulch, or another staff approved ground cover shall cover 100% of the pervious portions of the lot not covered by other plant material. Hydroseed and hydromulch will not be permitted unless approved by Staff.

7.6 Attached Residential and Paired Villas Landscape Requirements

7.6.1 Required Trees

One Canopy Tree per unit, a minimum three (3) caliper inches, is required. For Cottage units the trees may be arranged in front, rear or side yards and paseos.

7.6.2 Shrub Beds

7.6.2.2 Shrub beds required along front façade of home with mix of one- and three-gallon plant sizes.

7.6.2.3 Where side yards abut streets, shrub beds along 40% of the home and a Canopy Tree with a 2-inch caliper is required.

7.6.3 Mechanical Equipment

Mechanical equipment shall be screened from direct view from the street with plant species that will grow to be maintained at the height of equipment to be screened.

7.6.4 Pervious Coverage

Sod, mulch, or another staff approved ground cover shall cover 100% of the pervious portions of the lot not covered by other plant material.

7.7 Cottage Landscape Requirements

The unique housing type configuration necessitates tailored landscaping requirements.

7.7.1 Street Frontage

7.7.1.2 Required Trees

Two (2) Canopy Trees are required per four (4) cottage units, a minimum three (3) caliper inches, and planted for every forty (40) linear feet of platted street frontage or a fraction thereof. These trees may be planted as Street Trees in the landscape strip or parking bulb out. Two (2) Ornamental Trees are required per four (4) cottage units, at least six (6) feet in height.

7.7.1.3 Shrub Beds

Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes planted at 36 inches on center.

7.7.1.4 Living Groundcover

Living groundcover required along front façade of home planted at 24 inches on center.

7.7.2 Paseo Frontage

7.7.2.2 Required Trees

Four Ornamental Trees, at least six (6) feet in height, are required per four cottage units.

7.7.2.3 Shrub Beds

Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes planted at 36 inches on center.

7.7.2.4 Living Groundcover

Living groundcover is required along front façade of home planted at 24 inches on center.

7.7.3 Rear Lot Frontage

7.7.3.2 Required Trees

One (1) Ornamental Trees, at least six (6) feet in height, is required per four (4) cottage units,.

7.7.3.3 Shrub Beds

Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes planted at 36 inches on center.

7.7.3.4 Groundcover

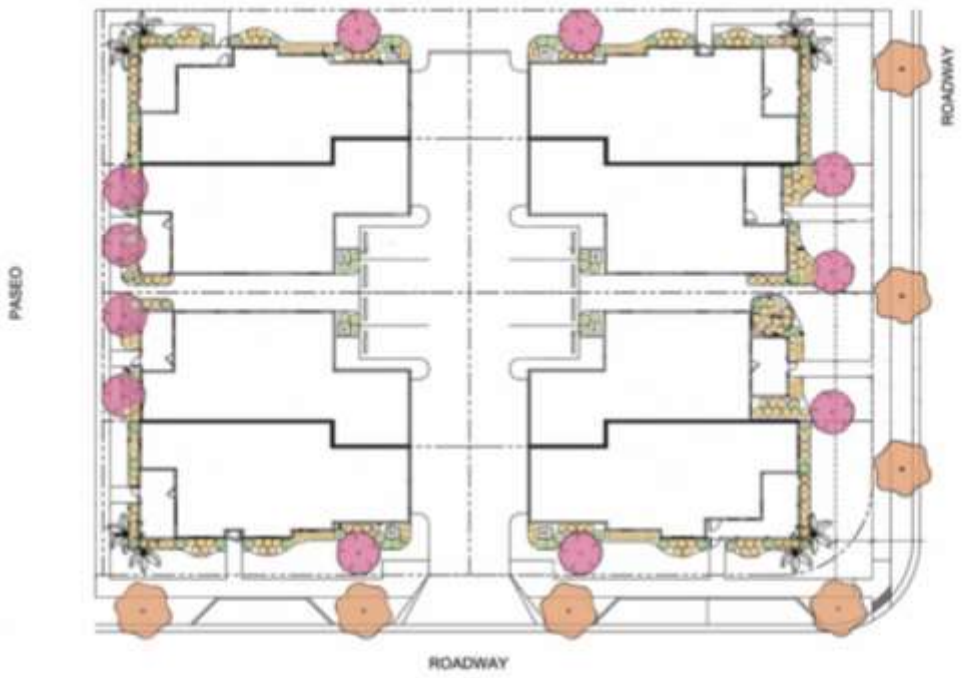
Living groundcover is required along front façade of home planted at 24 inches on center.

7.7.4 Mechanical Equipment

Mechanical equipment shall be screened from direct view from the street with plant species that will grow to be maintained at the height of equipment to be screened.

7.7.5 Pervious Coverage

Sod, mulch, or another staff approved ground cover shall cover 100% of the pervious portions of the lot not covered by the driveway or other plant material.



Cottage Landscape Requirements
The unique housing type configuration necessitates tailored landscaping requirements.

A **Street Trees**
Two (2) Canopy Trees per four (4) cottage units, minimum three (3) caliper inches, planted for every forty (40) linear feet of platted street frontage or a fraction thereof. May be planted as Street Trees in the landscape strip or parking bulb out.

B **Ornamental Trees**
Two (2) Ornamental Trees per four (4) cottage units, at least six (6) feet in height.

C **Shrub Beds**
Required along front façade of home with mix of one- and three-gallon plant sizes planted at 36 inches on center.

D **Living Groundcover**
Living groundcover required along front façade of home planted at 24 inches on center.

7.8 Non-Residential Tree Requirements

7.8.1 Required Trees

Trees shall be provided as required by Section 5.04 of the Zoning Ordinance. Tree massing within the designated landscaped area may be allowed to meet the overall requirement. Required trees shall be a minimum 3-inch caliper in common areas and streetscape.

7.8.2 Trees may be planted within the right-of-way provided they are planted consistent with the provisions of above and their location is approved by the City.

7.8.3 All tree species shall be approved by a registered Landscape Architect or certified arborist at the time of landscape plan submission to the City.

7.8.4 Subject to City staff approval, changes to the approved landscape plan's design may be modified in the field to better address existing site conditions and constraints while still maintaining landscape requirements.

7.9 Lighting

All lighting throughout the commercial sites shall be full cut-off and shall not exceed (0.25) footcandles at a property line shared with a residential lot or the external boundary of the PD area. The Developer shall install decorative streetlight fixtures throughout the project provided the decorative street light fixtures are approved by the electricity service provider. If decorative streetlight fixtures are caused to be installed by the Developer they will be maintained by the electricity service provider, HOA, POA, or MMD.

7.10 Fencing

Fencing along Thoroughfares and Collectors shall not be required due to the use of landscaping and berms, except as provided in this chapter. In areas the Developer installs fencing, the standards below shall apply:

a) Front Yard Fence: Front Fence shall mean a fence that is constructed out of wood or metal with a maximum height of four feet (4') and with openings not less than fifty (50) percent of the fence area.
b) Rear and Side Yard Fence: Wooden or ornamental metal fences (with openings not less than 50% of the fence area) with a minimum height of four feet (4') and a maximum height of six feet (6' 8") surrounding the rear yard of residential lots shall be permitted. This fence shall not exceed past the front façade of the dwelling.
c) Black, welded light gauge metal fence: A black, welded light gauge metal fence is a permitted fence material in parks or recreational facilities (such as WireWorks Anti-Climb and Jerith Patriot wire fence products).

7.10.1 Fence Materials

Allowed materials include fences made of treated or painted/stained wood, masonry, tubular steel, and wrought iron fencing. Examples of prohibited materials include chain link, plywood, particleboard, and corrugated metal sheets.

CHAPTER 8: PARKING REQUIREMENTS

All off-street parking & loading must comply with the City of Waxahachie Zoning Ordinance, Section 5.02 except the following:

8.1 Multi-Family and Mixed-Use Parking

8.1.1 Parking Ratio

Multi-Family Uses shall be parked at the following Ratio:

- 1 space for a studio/ efficiency
- 1.5 spaces per 1 bedroom
- 2 spaces per 2+ bedroom

8.1.2 On-Street Parking

On-street striped parking can be counted towards the off-street parking requirements for non-residential uses. On-street parking cannot count for more than 10% of the overall required parking and any on-street parking that is credited towards the required parking must be labeled on the Residential Plat and/or Site Plan. A parking stall may not be used for credit on more than one land use.

8.2 Amenity Center Parking

Amenity Centers shall be classified as Private Recreation Facilities with parking criteria as follows:

> 10 spaces minimum, plus 1 space per 500 sf over 5000 sf of building and active amenity recreation areas. Open space such as lawn or landscape areas, connective sidewalks, parking areas are not counted as active recreation areas.

CHAPTER 9: STREET DESIGN

9.1 Street Standards

All streets shall comply with the City of Waxahachie Subdivision Ordinance, Section 3.01 except as shown in **EXHIBIT E – STREET SECTIONS** and the standards in this Chapter. Prior to construction of alleys to be conveyed to the City, standard cross-sections and construction standards must be approved by the City Engineer.

9.2 Thoroughfare Plan

Refer to **EXHIBIT D - THOROUGHFARE EXHIBIT** for general types and locations of the various major public streets. The locations are general and may be modified prior to Plat approval so long as the overall connection points along the perimeter are provided.

9.2.1 Connection to FM 875

Prior to the issuance of a certificate of occupancy on the first home constructed within development, an access route shall be provided throughout the overall development from IH-

35E to FM 875. The access route shall be provided by means of a minimum 24'-wide public street or temporary road consisting of two layers of chip-seal over lime-stabilized sub-grade, or a combination thereof. The final alignment of the access route shall be coordinated with the Fire Marshal prior to the commencement of construction and periodically throughout the life of development.

9.3 Street Design Features

9.3.1 Traffic Circles and Roundabouts

Traffic circles and roundabouts are allowed intersection types with the approval of location and design by the City Engineer.

9.3.2 Brookside Road

Subject to final engineering design approval by the City, the alignment of Brookside Road shall generally comply with the alignment identified in **EXHIBIT K – BROOKSIDE ROAD ENLARGEMENT** No other direct connections to the existing Brookside Road west of the proposed improved Brookside Road shall be permitted from the Property except for a connection necessary at the westernmost end of Brookside Road to provide for access for landowners west of the Property which connection will be controlled with an access gate to be used only for that access and for emergency EMS access. A public roadway or combination of public roadway and private easement through the Kemp Tract Active Adult area will extend from such westernmost extent of Brookside Road westward to the northeast corner of an approximate 263 acre tract of land west of the Property currently identified by the Ellis Central Appraisal District as property ID# 260392. .

9.3.3 Multi-Purpose Trail

The Multi-Purpose Trail, where used, is designed to serve a variety of users: golf carts, e-bikes, bicycles, and pedestrians.

9.4 Arterial Phasing

Per the TIA the 4-Lane Arterial shall be built where a Major Arterial is shown on **EXHIBIT D - THOROUGHFARE EXHIBIT**. The 4-Lane Arterial may be expanded to 6-Lane Arterial section when the traffic demand requires expansion as documented in an updated TIA.

CHAPTER 10: SIGNAGE

10.1 Signage Generally

All signage within the project shall comply with the Waxahachie Code of Ordinances Sec. 5.08 Sign Regulations, with the exception of the standards listed below. When there is a conflict between the requirements of the Sign Ordinance and this PD document, the PD document

will supersede and control over the development. The project will include various development monument entry signs and neighborhood monument entry signs located at various perimeter entrances and neighborhood entries. For purposes of signage in this PD, the entire property is considered one lot.

10.2 Community Entry Signage

Points of entry into the Kemp Tract will be defined with a combination of monument signage, landscape, and lighting to create a sense of arrival commensurate in scale and character with a large master planned community (see **EXHIBIT I - SIGNAGE PLAN**). These Points of entry will be primary, secondary, or tertiary in scale. All monument entry signs shall be outside of any visibility triangles located at the intersections (as defined by City of Waxahachie Zoning & Subdivision Ordinances). For purposes of advertising different neighborhoods or amenities in the Development, signage is permitted within the Property to advertise neighborhoods and amenities not located on the same lot within the Property as set forth below. For purposes of signage in this PD, the entire property is considered one lot.

10.2.1 Primary Entry Signage

These types of monument signs shall be placed at the entry area on I-35, as shown on the Signage Plan attached as **EXHIBIT I- SIGNAGE PLAN**, to provide project identity.

- The primary entry monument is permitted within 300 feet of the IH-35 right-of-way and may be a maximum of sixty (60) feet in height.
- A wall sign which may be one sided or a two-sided blade sign may be developed in conjunction with the entry monument.
- In addition to the signage listed above, an attached or isolated sign blade wall with a maximum size of twelve (12) feet tall by eighty feet in length (12’x80’) for the purposes of identifying tenants of the Mixed Use area at I-35.

10.2.2 Secondary Entry Signage

These monument signs shall be placed at entry points, as shown on the Signage Plan attached as **EXHIBIT I- SIGNAGE PLAN**.

- Thirty-five (35) feet tall maximum and may have an attached or isolated sign blade wall with a maximum size of ten feet tall by fifty feet in length (10’x50’).
- In addition to the signage listed above, an attached or isolated sign blade wall with a maximum size of ten (10) feet tall by forty feet (40’) in length (10’x 40’) for the purposes of identifying tenants of the Mixed Use area located in the center of the community.

10.2.3 Tertiary Entry Signage

These monument signs shall be placed at entry points, as shown on the Signage Plan attached as **EXHIBIT I- SIGNAGE PLAN**.

- Thirty-five (15) feet tall maximum and may have an attached or isolated sign blade wall with a maximum size of ten feet tall by fifty feet in length (8'x35').
- A maximum of two entry signs will be provided at each entry point.

10.2.4 Neighborhood Entry Signage

These monument signs may be placed at multiple entry points to residential subdivisions within the project and at points where the ring road intersects with arterials. **EXHIBIT I- SIGNAGE PLAN** identifies potential neighborhood entry signage locations. As neighborhoods are designed and plats are submitted, additional neighborhood entry signage may be approved by the City Manager or his designee.

- Eight feet (8') tall maximum and an attached or isolated sign blade wall with a maximum size of six feet tall by twenty feet in length (6'x20').

10.2.5 Street Signs

The Developer shall install decorative street signs throughout the project.

10.3 Permitted Neighborhood Signs

The following sign types may be placed within the project:

10.3.1 Community Center Monument:

- This sign shall be placed at the community center located within the project.
- Eight feet (8') tall maximum and an attached or isolated sign blade wall with a maximum size of six feet tall by twenty feet in length (6'x20').

10.3.2 Parks Monument

These signs shall be placed at parks located throughout the project.

- The monuments shall not exceed eight feet (8') in height and 80 square feet in size.
- Directional/Marketing/Information Signs: Used to direct residents to various parks or trails located throughout the project. Additionally, there may be informational signs about wildlife, wellbeing messaging, etc. The monuments shall not exceed eight feet (8') in height.

10.3.3 Residential Navigation Signs

A maximum of 10 Residential Navigation Signs shall be allowed in each phase. These signs are located in model homes centers and various residential neighborhoods available to potential home buyers.

- Ten feet (10') tall and six feet (6') wide maximum sign size, not including posts.
- The sign messaging area shall be a maximum of 125 square feet in size.
- All residential navigation signs must be removed when 90% of the model homes in the model home village are purchased and used as private homes.

10.3.4 Directional/Marketing/Information Signs:

- These signs are to be located along roadways and will direct potential home buyers to various neighborhoods and community features and/or model homes. These temporary signs may be installed at various locations within the project.
- The sign messaging area shall be a maximum of 100 square feet in size and they may not be spaced closer than 300' apart.
- All Marketing/Information signs must be removed when 100% of in the homes in the community have been completed and occupied. Real estate marketing signage subsequent to that milestone shall comply with sign codes in place at that time.
- Directional signs providing directions to permanent neighborhoods or community components such as amenities, town center, schools, parks will remain permanently

10.3.5 Wall Signs

- Wall signs shall comply with Section 5.08 except as otherwise provided herein.
- The maximum size of all wall signs on a façade shall not exceed 15% of the façade area.

10.3.6 Vacant Lot Signs

Vacant Lot Signs used to identify vacant lots available for sale to potential home buyers.

- There shall be one sign per lot.
- The sign shall have a maximum of sixteen (16) square feet in size and not to exceed four feet (4') in height.

10.4 Amenity Center and Surrounding Grounds Signage

This sub-chapter pertains to attached signs and wall mounted graphics placed within the project's private Amenity Center and surrounding grounds at the Developer's discretion.

- The maximum percentage of each elevation of a building with applied signage graphics flush on the walls or on protruding structures shall not exceed twenty percent (20%).
- The area of the elevation of a building does not include measurements of exposed roof area or ornamental architectural features.
- Signage area is defined as the area measurement of a polygon line that tightly surrounds the graphics and text of a sign only.
- Ornamental walls, finishes, and colors on which the sign may be mounted do not apply to the area measurement.
- There shall be no restrictions on the design or size of projecting signs so long as the maximum percentage of sign coverage is not exceeded and a minimum clearance of eight (8) feet above any sidewalk or other pedestrian travel surface, and fourteen (14) feet above any vehicular parking or circulation surface is provided.
- Covered canopies, marquees, and other similar architectural features may be adorned with signage.
- Temporary signage, banners, miscellaneous site graphics, and marketing signage shall not be regulated except that marketing signage shall not exceed eight feet (8') in width and seven feet (7') in height.

CHAPTER 11: EXHIBITS

EXHIBIT A – ZONING LOCATION MAP

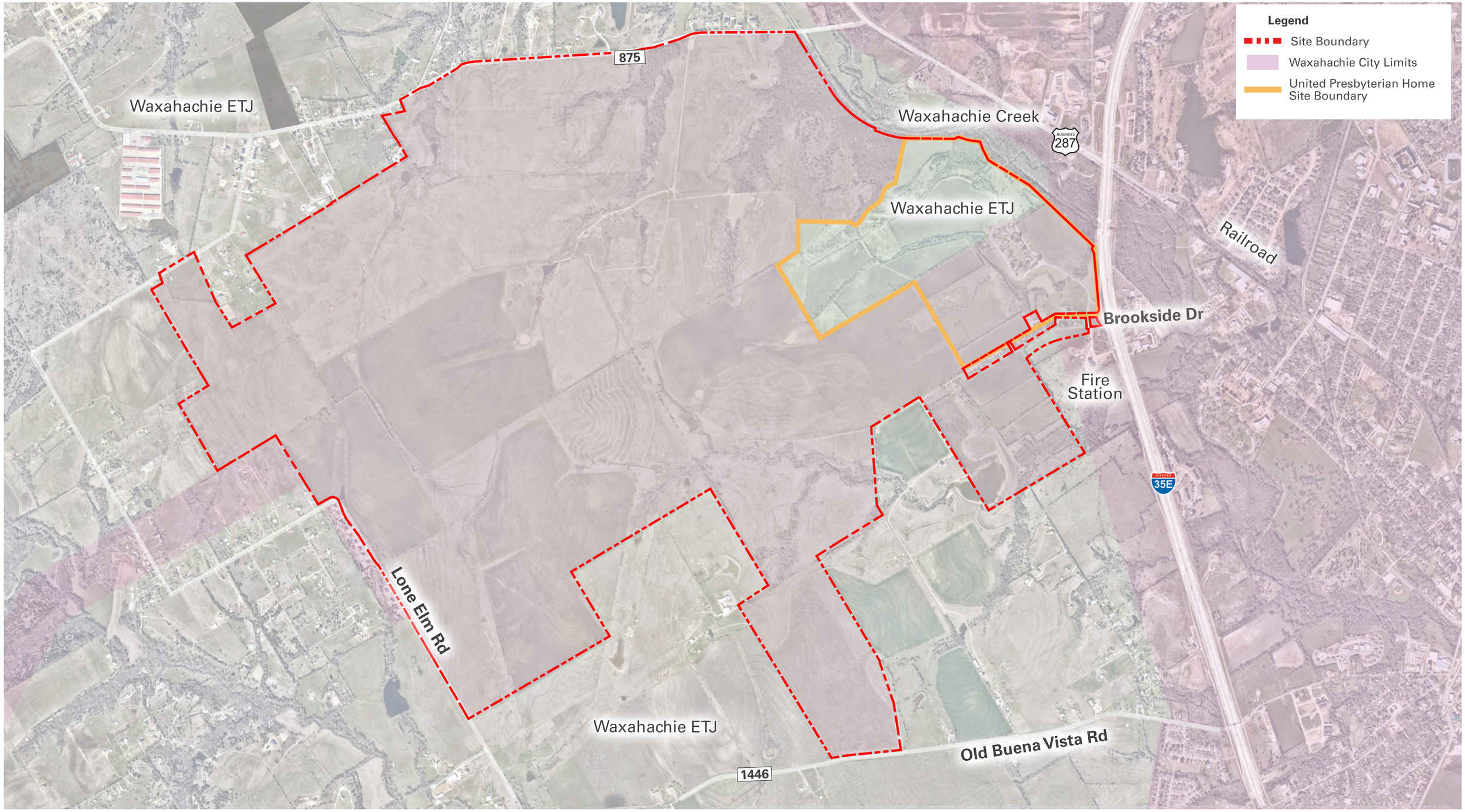


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Exhibit A - Zoning
Location Map

Waxahachie, Texas
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0 400' 800' 1600'

EXHIBIT B – CONCEPT PLAN

PD Zoning Districts	Gross Acreage	Units
Traditional Residential	1,080.9	4,270
Active Adult Residential	1,019.3	4,026
Flex Residential	907.3	3,584
Multi-Family Residential	29.0	725
Mixed Use (20% res allowable)	133.1	665
TOTAL	3169.6	13,270
Neighborhood Mixed Use/ Residential Overlay (Acreage included in residential land use categories)	28	-

*Specialty Park graphics are conceptual. The minimum overall acreage to be provided is 25 acres. Final individual parks sizes and final layout will be established in accordance with criteria in PD section 6.3.1.5.

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Exhibit B - Concept Plan

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EXHIBIT C – PERMITTED USES

ZONING DESIGNATIONS
AA-Active Adult Residential District
TR- Traditional Residential District
MF — Multi-Family Residential District
MU — Mixed-use Residential District
FR-Flex Residential District (uses permitted per selected Zoning Designation)

LEGEND
P - Permitted Use
S - Use may be approved via SUP
Blank - Prohibited Use

GENERAL: The land uses in the table below are (i) from Section 4.01 of the Waxahac
Zoning Ordinance, or (ii) defined herein and identified with *.

Land Use	AA	TR	MF	MU	Land Use	AA	TR	MF	MU
Residential Type Uses									
Bed and breakfast inn			P		Multiple-Family Dwelling or Apartment			P	P
Boarding House or Home					Single-Family Dwelling, Attached (Townhouse or Townhome)	P	P	P	P
Dormitory					Single-family Dwelling, Detached	P	P	P	P
Fraternity or Sorority House					Two family dwelling (Duplex, Paired Villas, Courtyard Villas)	P	P	P	P
Home Occupation	P	P	P	P	Accessory Building, MF or Non-Residential			P	P
Housing for the Elderly / Senior Apartments	P		P	P	Accessory Building (Residential), Less than 700 s.f.	P	P	P	P
HUD Code Manufactured Home	**	**	**	**	Accessory Building (Residential), greater than or equal to 700 s.f.	S	S	S	S

					Accessory Building, Used as a Dwelling Unit	S	S	S	S
Mobile Home					Garage Accessory Dwelling	S	S	S	S
Mobile Home Park					Caretaker's or Guard's Residence	P	P	P	P
Modular Prefabricated Structure or Modular Home	**	**	**	**	Stables, Private				
Cottages*	P	P	P	P	Build for Rent (Cluster Residential) *	P	P	P	P
Model Home	P	P			"Stay and Play" Residences*	P			

**HUD Code Manufactured Homes, and Modular Prefabricated Structures or Modular Homes are permitted as (i) Temporary Field Offices pursuant to Section 5.10.4, and (ii) temporary residences of 1 per MMD District to serve as initial homes for a special district, but must be removed one year after being located on the property.

Land Use	**AA**	**TR**	**MF**	**MU**	**Land Use**	**AA**	**TR**	**MF**	**MU**
Educational, Institutional, and Special Uses									
Adult Daycare Facility	P		P	P	Hospital, Acute Care				P
Art Gallery or Museum				P	Hospital, Chronic Care				P
Cemetery, Animal					Household Care Facility	S	S	S	S
Cemetery or Mausoleum					Institution for Alcoholic, Narcotic, or Psychiatric Patients				
Child Advocacy Center					Institution of Religious or Philanthropic Nature	S	S	S	S
Child Daycare Center	P	P	P	P	Jail or Prison				
Church, Rectory, or Temple	P	P	P	P	Juvenile Detention Center				
College or University			S	S	Kindergarten or Nursery School, Private	P	P	P	P
Community Home	S	S	S	S	Private Recreation Facility	P	P	P	P
Crematorium					Public Community Center	P	P	P	P

Day Camp for Children		S		S	Rehabilitation Care Facility or Halfway House				
Fairgrounds, Rodeo Grounds or Exhibition Area					Residential Home for Adults with Intellectual and Developmental Disabilities	S		S	S
Family Home (Child Care)				S	School, Private		S	S	P
Farm, Ranch, Garden, or Orchard	P	P	P	P	School, Public	P	P	P	P
Fraternal Organization	S	S	S	S	School, Vocational			S	S
Home for Aged, Residence (Assisted Living)	P		P	P	Skilled Nursing Facility	P		P	P

Land Use	**AA**	**TR**	**MF**	**MU**	**Land Use**	**AA**	**TR**	**MF**	**MU**
Commercial and Retail Types Uses									
Airport					Helistop				S
Alternative Financial Services					Household Appliance Service or Repair				P
Ambulance Service	S			S	HUD Code Manufactured Home Display or Sales				
Amusement, Indoor	P	P		P	Kiosk				P
Amusement, Outdoor	P	P	P	P	Laboratory, Medical or Dental				P
Animal Hospital or Kennel, Indoor Pens				P	Laboratory, Scientific or Research				P
Animal Hospital or Kennel, Outdoor Pens					Landscape Sales and Installation				S
Animal Pound					Laundromat				P
Antique Shop				P	Massage Establishment				P

Appliance Rental, Service or Repair					Massage Parlor				
Arcade				P	Medical Appliance Fitting or Retail Sales				P
Auto Leasing and Rental					Medical Facilities				P
Auto Parking for, Commercial					Metal Recycling Center				
Auto Parking Lot, Trucks and Trailers					Micro-Brewery				S
Auto Parts and Accessory Sales				S	Mini-Warehouse or Self Storage Facility				S
Auto Racing or Go-Cart Track					Hotel (Less than 75 Rooms)				P
Auto Repair, Major					Hotel (More than 75 Rooms)				P
Auto Repair, Minor or Automotive Care Center				S	Office, Professional and Administrative				P
Auto Sales, New				S	Outside Display				P
Auto Sales, Used				S	Outside Storage				S
Auto Storage or Auto Auction					Park or Playground, Private	P	P	P	P
Auto Wrecking Yard					Pawn Shop				
Bail Bond Agency					Pet Shop and Grooming				P
Bakery, Commercial					Pharmacy	P			P
Bakery, Retail				P	Playfield or Stadium, Public	S	S	S	S
Bank or Credit Union				P	Portable Building Sales				
Boat Sales				S	Private Club (limited to amenity and recreation areas)	P	P	P	P

Building Materials and Hardware Sales, Indoor				P	Railroad Freight Depot				
Building Materials and Hardware Sales, Outdoor				S	Restaurant	P			P
Brewpub				S	Restaurant as part of an amenity	P	P	P	P
Bus Station or Terminal					Retail Stores and Shops (less than 5,000 s.f.)	P	P	P	P
					Retail Stores and Shops (greater than 5,000 s.f.)				P
Cabinet or Upholstery Shop					RV Sales				S
Car Wash				S	Screen Printing Shop				P
Clinic, Dental, Medical, or Chiropractic	P			P	Sexually Oriented Business				
Convenience Store				S	Small Engine Repair Shop				
Copy or Print Shop				P	Specialty Paraphernalia				
Country Club, Private	P	P			Stables, Public				
Custom Personal Service Shop				P	Studio	P	P	P	P
Drive-Through Establishment				S	Surgical Outpatient Facility				P
Dry Cleaning Establishment, Off-Site				P	Swimming Pool, Commercial	P	P	P	P
					Swimming Pool, Private	P	P	P	P
Dry Cleaning Establishment, On-Site				S	Tattoo or Body Piercing Shop				S
Feed and Grain Store				S	Tavern	P	P		S
Flea Market or Farmers Market				S	Theater, Indoor	P			P

Funeral Home or Mortuary				S	Tire Installation or Repair				S
Furniture Manufacture and Refinishing Shop				S	Tool and Equipment Rental				S
Gasoline Sales				S	Trailer and Heavy Load Vehicle Repair				
Golf Course	P	P			Trailer or Truck Sales or Rental				
Greenhouse, Nursery, Florist or Garden Shop				P	Truck Stop				
Hauling, Storage, or Motor Freight Terminal					Winery	S			P
Heating and Air Conditioning Sales				S	Zoo, Private				
Heavy Machinery and Equipment, Rental, Sales, or Storage					Zoo, Public				

Land Use	**AA**	**TR**	**MF**	**MU**	**Land Use**	**AA**	**TR**	**MF**	**MU**
Industrial and Utility Uses									
Animal Production Facility					Local Utility Lines	P	P	P	P
Antenna, Non-Commercial	P	P	P	P	Machine Shop or Welding Shop				
Batch Plant (Temporary Facility)	P	P	P	P	Medium Manufacturing, Fully Indoor				
Chemical Plant					Medium Manufacturing, Outdoor				
Electrical Generating Plant					Municipally Owned Facilities and Uses	P	P	P	P
Equipment Sales, New or Used					Noxious Uses				
Food Manufacturing or Processing Plant					Portable Storage Structure or Temporary Building				S#

Franchised Private Utility (Not Listed)	S	S	S	S	Public Building, Shop, or Yard of a Local, State, or Federal Agency				P
Heavy Manufacturing, Fully Indoor					Public or Private Storage				
Heavy Manufacturing, Outdoor					Railroad Track	P	P	P	P
Landfill					Sand, Gravel, Stone, or Petroleum Extraction				
Light Manufacturing				S	Storage Warehouse				S
Cell Tower not to exceed 90 feet	S	S	S	P	Data Center				S

An SUP is not required for a Portable Storage Structure or Temporary Building used on a construction site provided such Portable Storage Structure or Temporary Building shall be removed no later than one year after the completion or abandonment of construction work for which they were installed or by order of the City Manager or designated representative.

Land Use	**AA**	**TR**	**MF**	**MU**	**Land Use**	**AA**	**TR**	**MF**	**MU**
Accessory, Incidental and Sign Uses									
Awning Sign			P	P	Pole Sign				S
Canopy Sign			P	P	Portable Sign				P
Development Sign	P	P	P	P	Real Estate Sign	P	P	P	P
Directional Sign (On-Site)	P	P	P	P	Searchlights				
Electronic Message Sign				S	Small Wind System	S	S		P
Garage Sale Sign	P	P			Solar Panel Farm				
Informational Sign	P	P	P	P	Solar Panel System, Large In-Ground				P
Institutional Sign	P	P	P	P	Solar Panel System, Rooftop	P	P	P	P
Model Home Sign	P	P	P	P	Solar Panel System, Small In-Ground				

Monument Sign	P	P	P	P	Unified Lot Sign	P	P	P	P
Name Plate	P	P	P	P	Wall Sign (for amenity areas only)	P	P	P	P
Off-Street Parking Incidental to Main Use	P	P	P	P	Window Sign			P	P

EXHIBIT D –THOROUGHFARE EXHIBIT

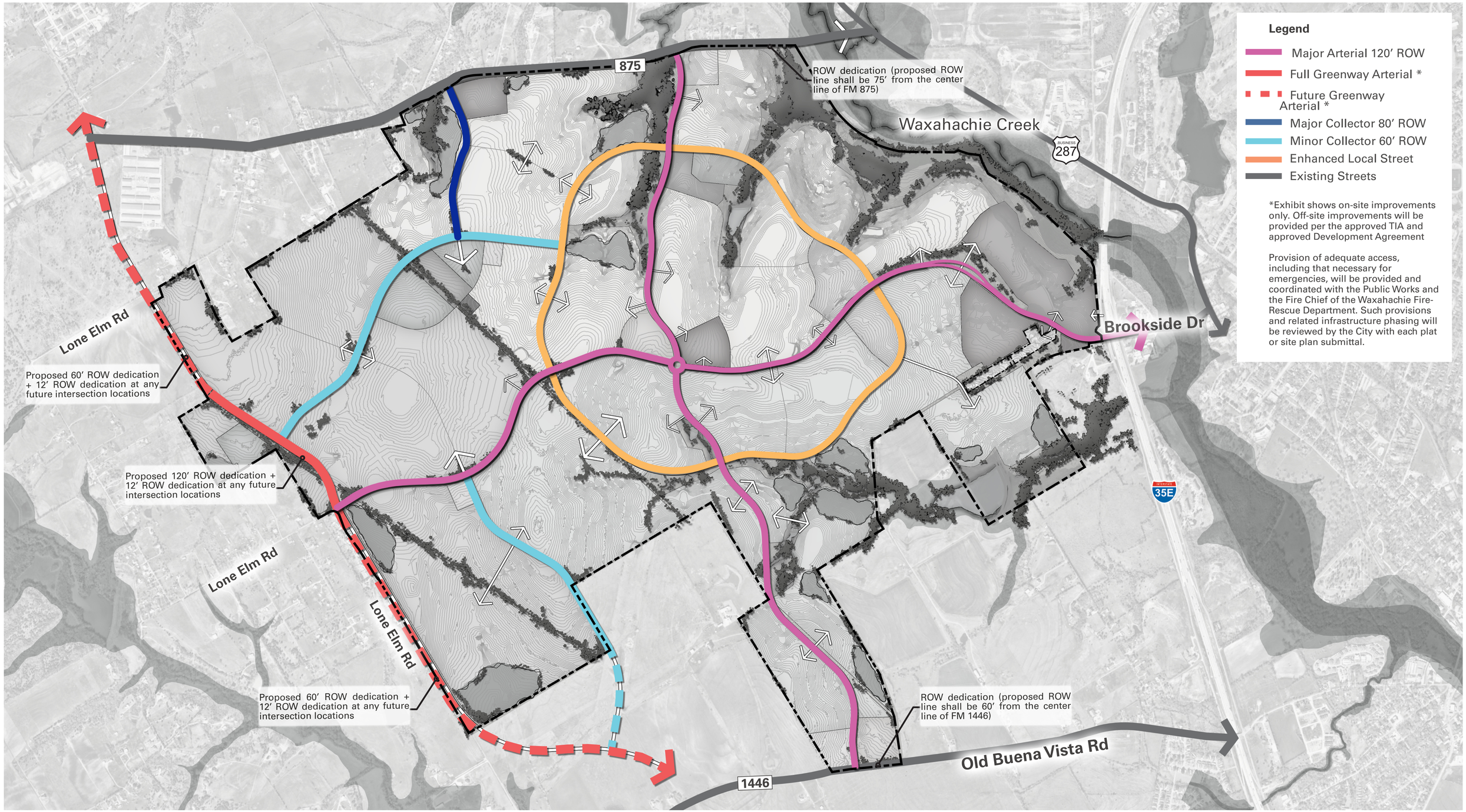

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Exhibit D - Thoroughfare Exhibit

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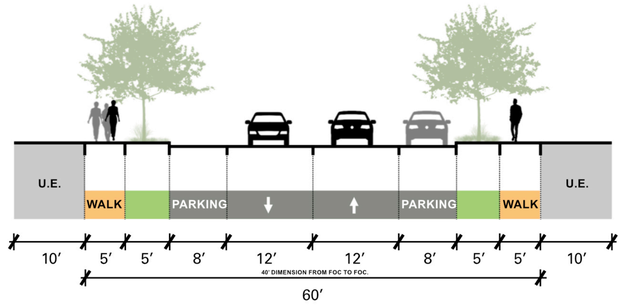
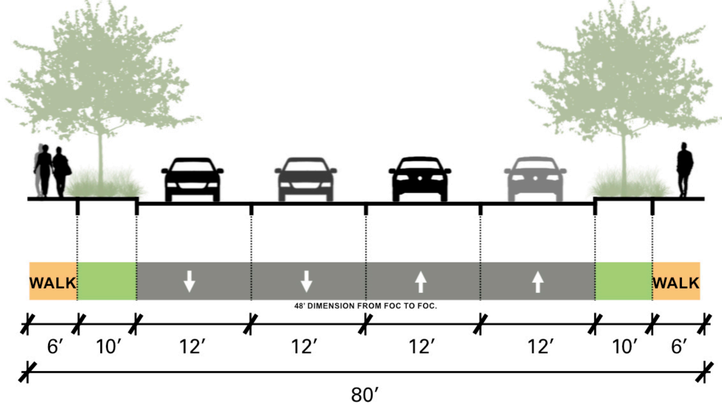
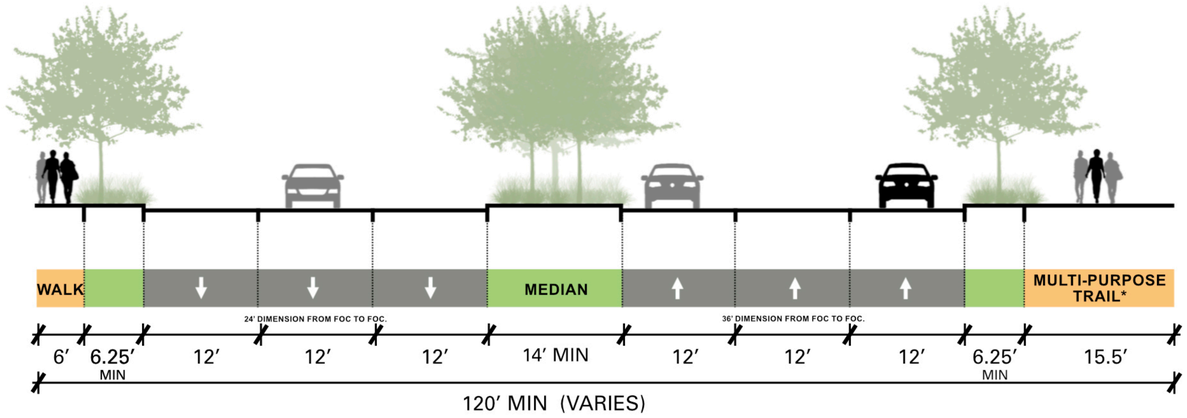
EXHIBIT E – STREET SECTIONS



MINOR COLLECTOR - 60′ ROW

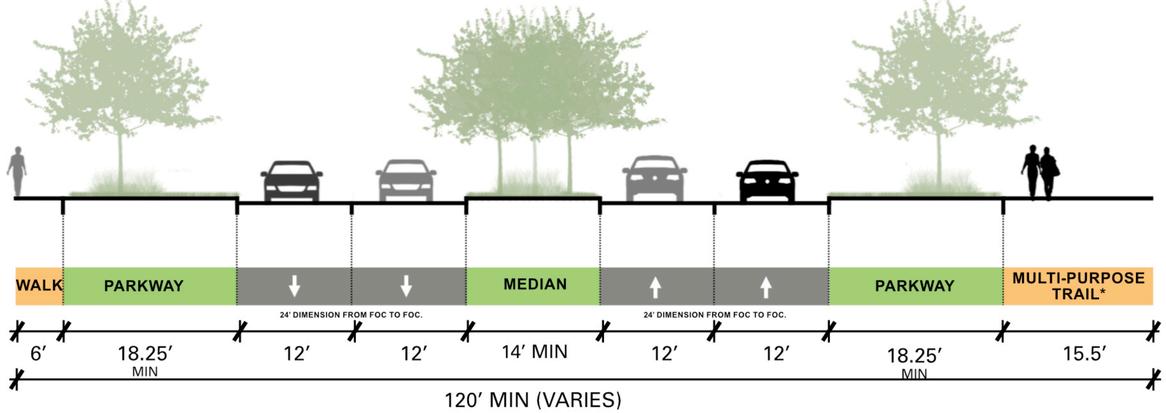


MAJOR COLLECTOR - 80′ ROW



MAJOR ARTERIAL - 120′ ROW

(full build-out condition)



MAJOR ARTERIAL - 120′ ROW

(interim condition)

* Multi-purpose trail may meander outside of right of way where adjacent to open space

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Exhibit E - Street Sections
Page 1

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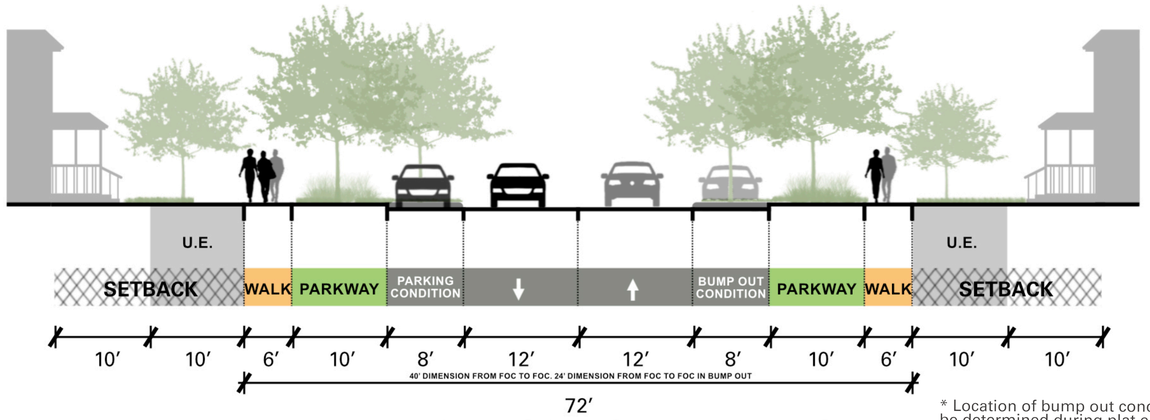
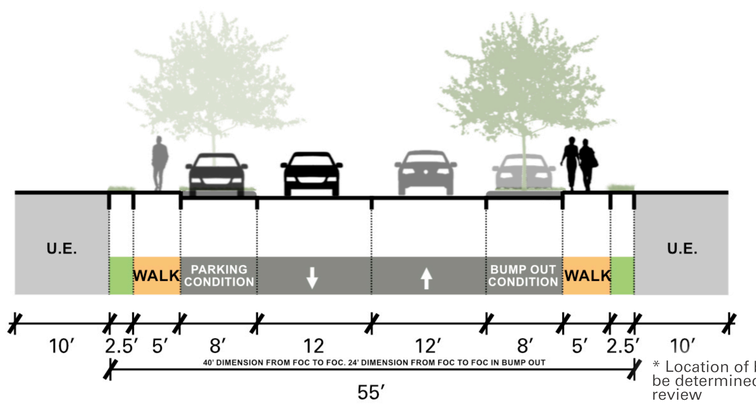
0 5′ 10′ 20′



ENHANCED LOCAL STREET - 72′ ROW

* Location of bump out condition will be determined during plat engineering review

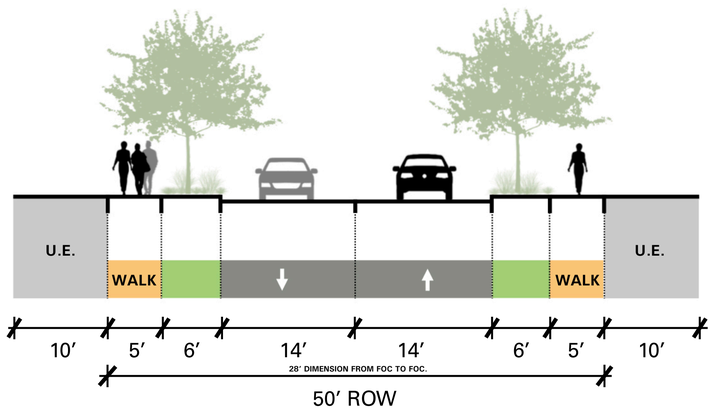
** Enhanced Local Street landscaping shall follow the standards in Chapter 7: Landscaping & Buffers



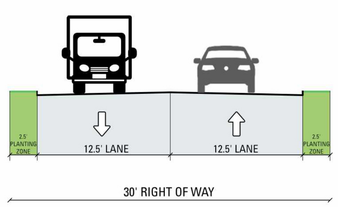
RESIDENTIAL STREET - 55′ ROW

(to be used in cottage neighborhoods)

* Location of bump out condition will be determined during plat engineering review

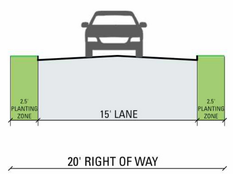


RESIDENTIAL STREET - 50′ ROW



COMMERCIAL/PARK FACING ALLEY - 25′ PAVEMENT

Wider alley condition where units do not front on right of way.



RESIDENTIAL ALLEY - 15′ PAVEMENT

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Exhibit E - Street Sections
Page 2

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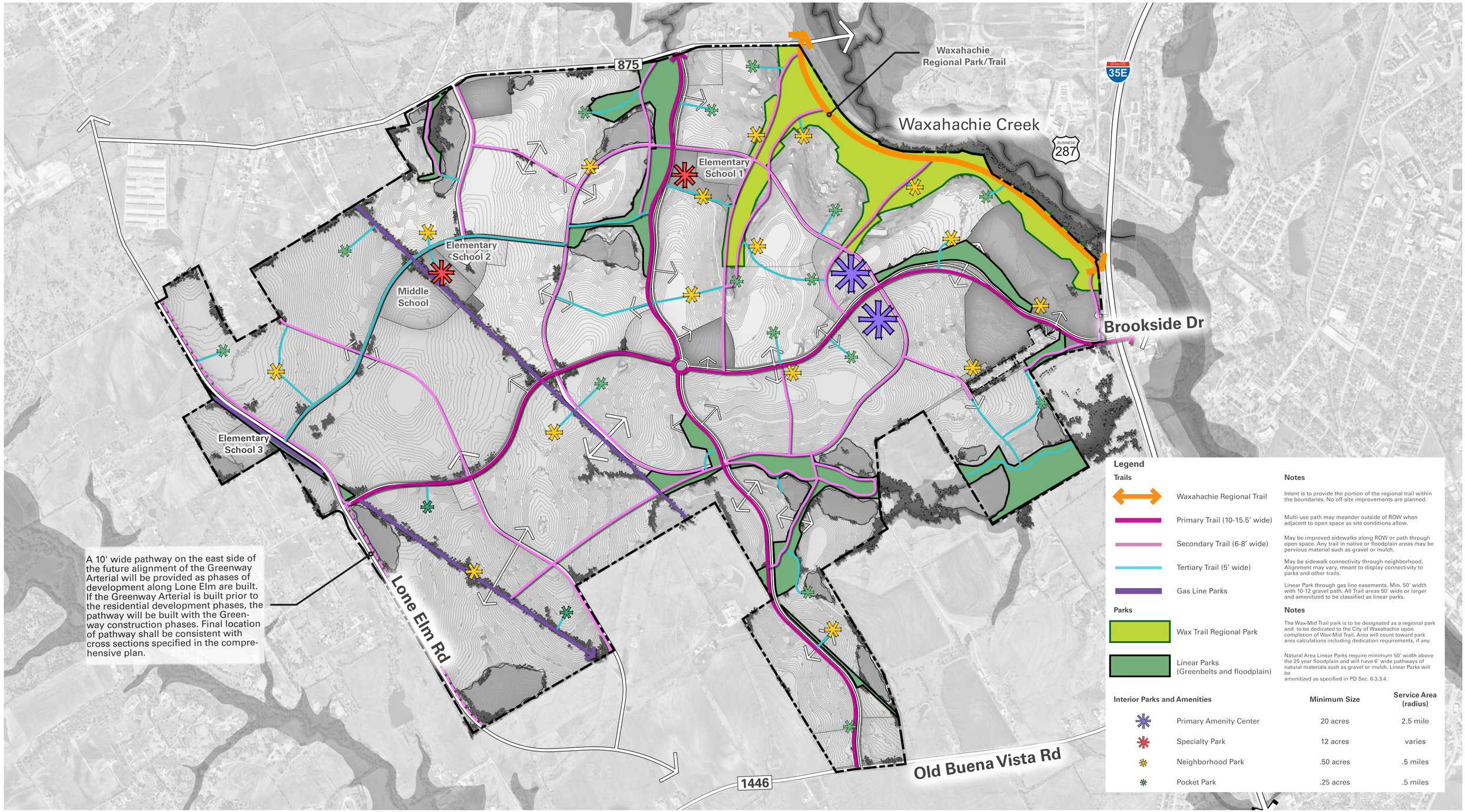
EXHIBIT F – OPEN SPACE AND TRAILS PLAN



Legend

Trails	Notes
Waxahachie Regional Trail	Intent is to provide the portion of the regional trail within the boundaries. No off-site improvements are planned.
Primary Trail (10-15.5' wide)	Multi-use path may meander outside of ROW when adjacent to open space as site conditions allow.
Secondary Trail (6-8' wide)	May be improved sidewalks along ROW or path through open space. Any trail in native or floodplain areas may be pervious material such as gravel or mulch.
Tertiary Trail (5' wide)	May be sidewalk connectivity through neighborhood. Alignment may vary, meant to display connectivity to parks and other trails.
Gas Line Parks	Linear Park through gas line easements. Min. 50' width with 10-12 gravel path. All Trail areas 50' wide or larger and amenitized to be classified as linear parks.

Parks	Notes
Wax Trail Regional Park	The Wax-Mid Trail park is to be designated as a regional park and to be dedicated to the City of Waxahachie upon completion of Wax-Mid Trail. Area will count toward park area calculations including dedication requirements, if any.
Linear Parks (Greenbelts and floodplain)	Natural Area Linear Parks require minimum 50' width above the 25 year floodplain and will have 6' wide pathways of natural materials such as gravel or mulch. Linear Parks will be amenitized as specified in PD Sec. 6.3.3.4.

Interior Parks and Amenities	Minimum Size	Service Area (radius)
Primary Amenity Center	20 acres	2.5 mile
Specialty Park	12 acres	varies
Neighborhood Park	.50 acres	.5 miles
Pocket Park	.25 acres	.5 miles

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Exhibit F - Open Space and Trail Plan
Page 1

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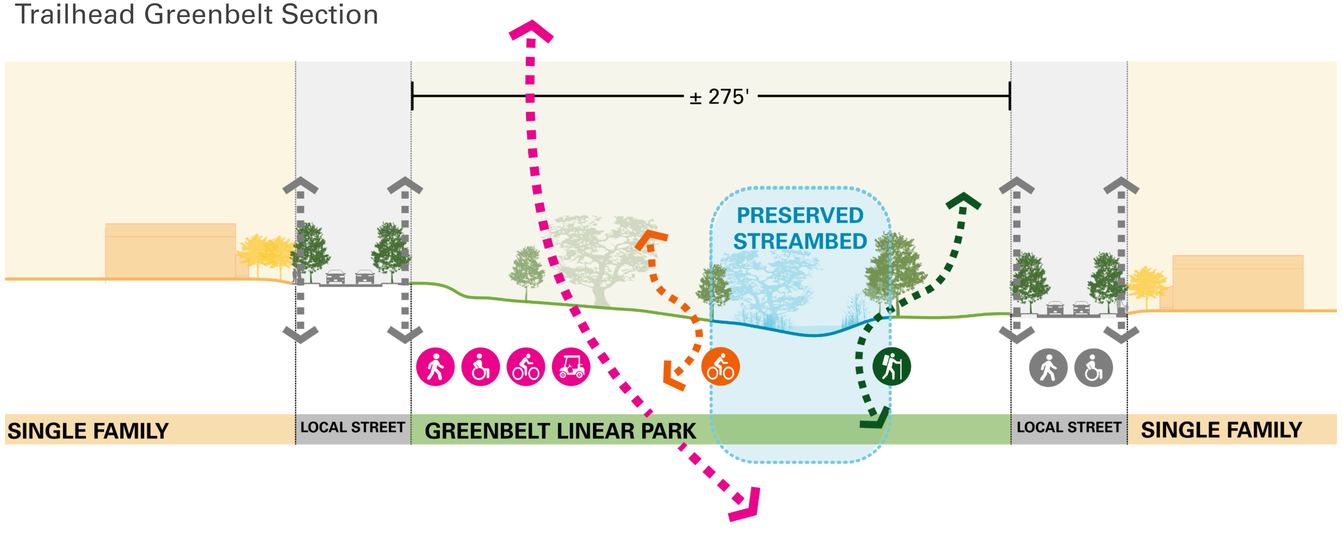
Section A - A’
Trailhead Greenbelt Section





PAVED MULTI-USE TRAIL
8’ width



MULCH NATURE TRAIL
6’ width



NATURAL SURFACE BIKE PATH
width varies

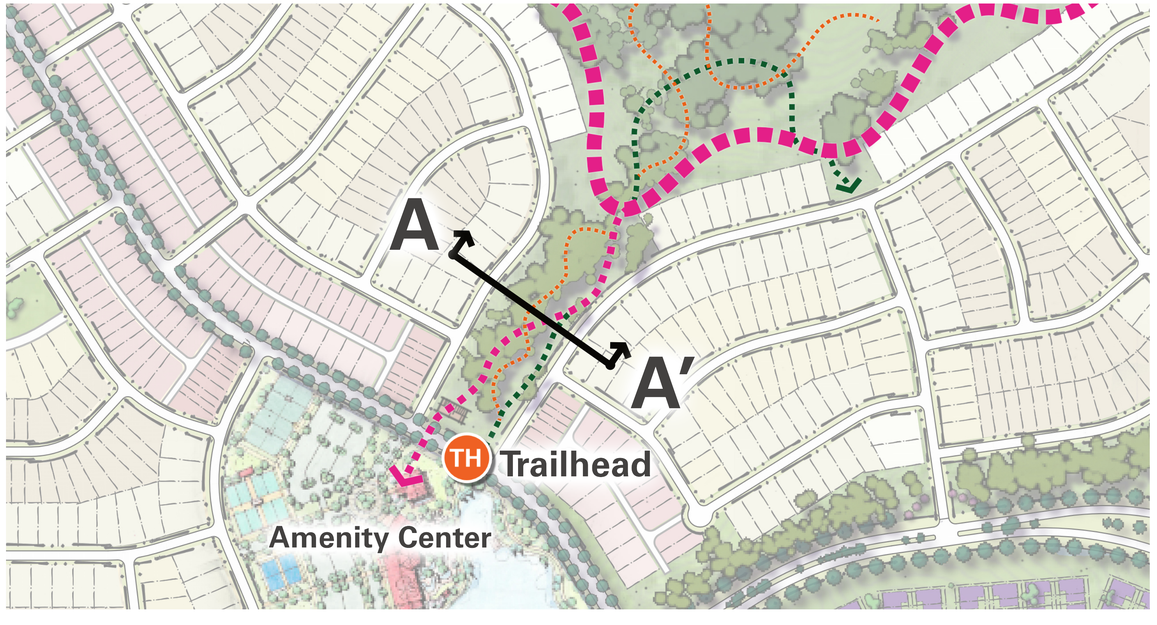


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Exhibit F - Open Space and Trails Plan
Page 2: Trail Sections

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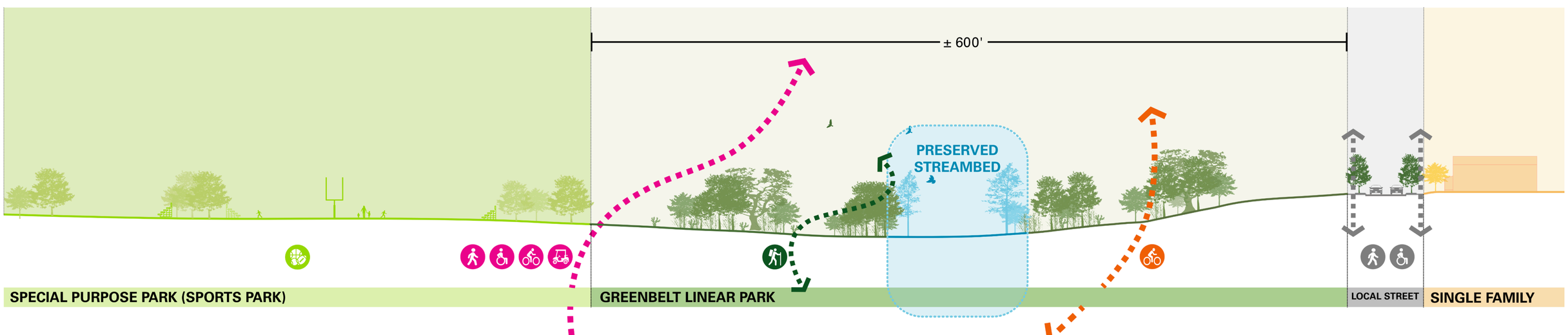
Section B - B′
Regional Park Greenbelt Section





PAVED MULTI-USE TRAIL
8′ width



MULCH NATURE TRAIL
6′ width



NATURAL SURFACE BIKE PATH
width varies

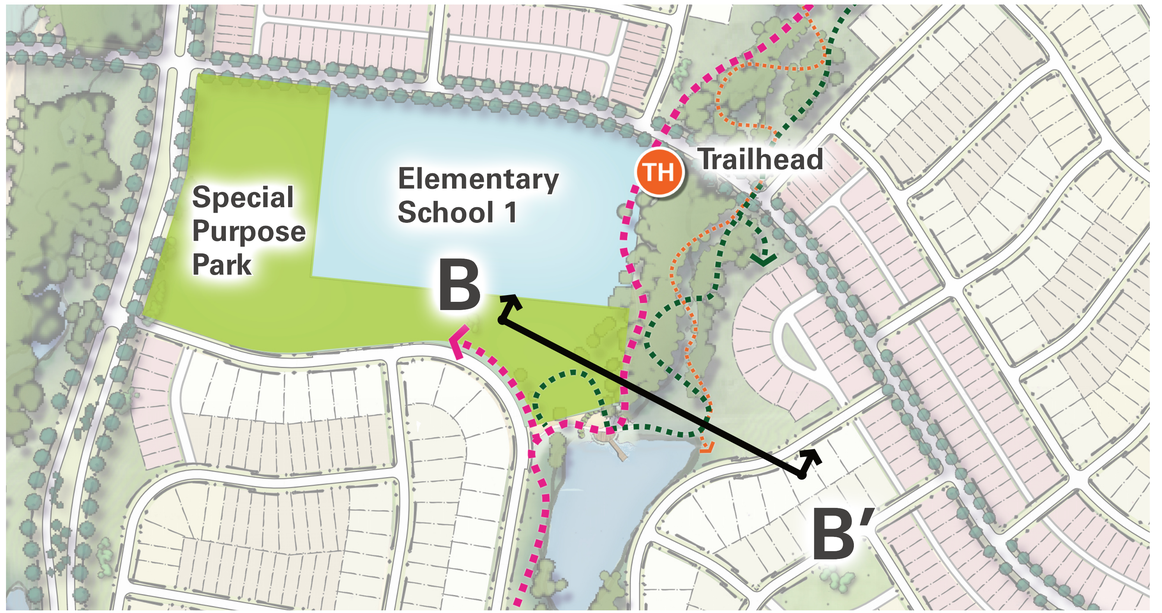


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Exhibit F - Open Space and Trails Plan
Page 3: Trail Sections

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EXHIBIT G – SCREENING PLAN

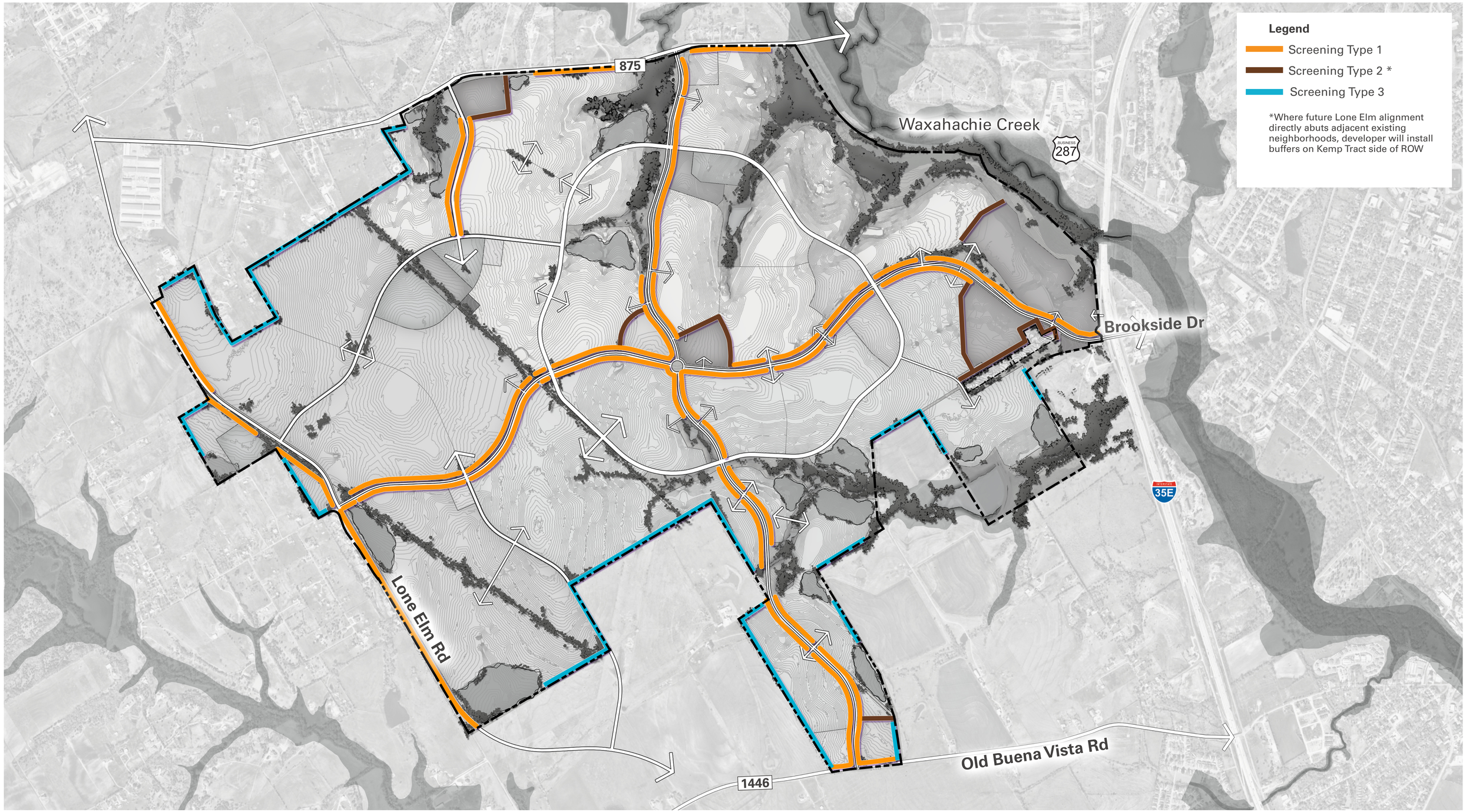

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Exhibit G - Screening Plan
Page 1

Waxahachie, Texas
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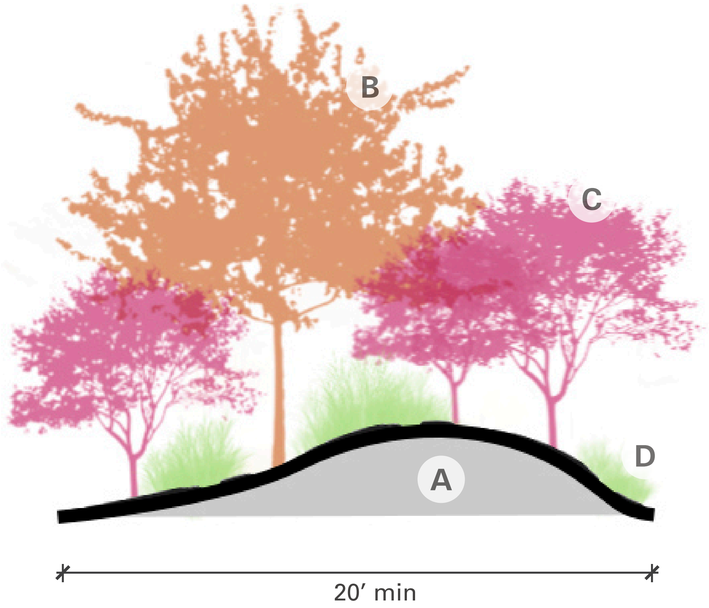
0 400' 800' 1600'



PRIMARY SCREENING TYPE - 1

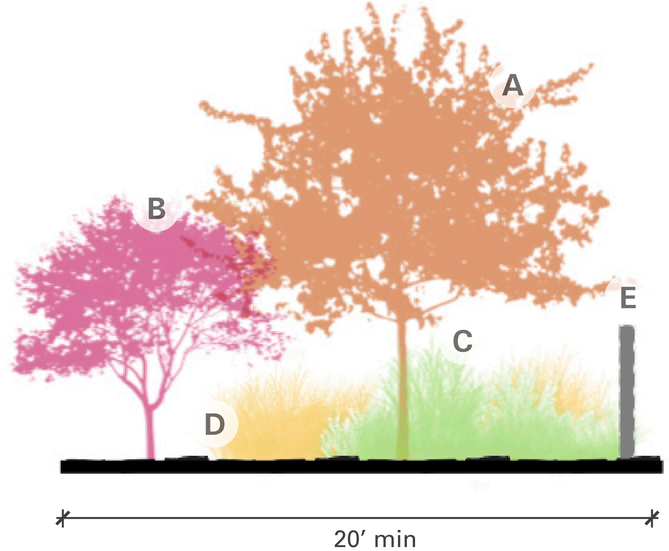
Primary Screening Type 1 is required where Kemp Tract development abuts residential areas along the Lone Elm and Brookside neighborhoods. Primary Screening Type 1 shall include a minimum twenty (20) foot landscape buffer with the following:

A **Landscape Berms**
at least three (3) feet in height

B **Canopy Trees**
One (1) canopy tree at least three (3) caliper inches, planted for every forty (40) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.

C **Evergreen or Ornamental Trees**
One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty (20) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.

D **Shrubs**
In between required trees, hedge material shall be planted to screen views from street. Shrubs shall be 36” tall at time of installation and species having mature maintained height of up to five feet. Shrubs will be placed in cluster or linear hedge formation with minimum average spacing of five (5) feet o.c. along length of roadway segment. Buffer shrubs will not be located in sight triangle areas.



PRIMARY SCREENING TYPE - 2

Primary Screening Type 2 is required where Mixed-Use land uses directly abut residential areas. Primary Screening Type 2 shall include a minimum twenty (20) foot landscape buffer with the following:

A **Canopy Trees**
One (1) canopy tree at least three (3) inch caliper inches, planted for every forty (40) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.

B **Evergreen or Ornamental Trees**
One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty (20) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.

C **Shrubs**
In between required trees, hedge material or midstory trees shall be planted to screen views from street. Shrubs shall be 36 inches tall at time of installation with species having mature maintained height of up to five (5) feet. Shrubs will be placed in cluster or linear hedge formation with minimum average spacing of five (5) feet o.c. along length of roadway segment. Buffer shrubs shall not be located in sight triangle areas.

D **Midstory Plant Material**
Midstory Plant material shall be four feet at time of installation with species having mature maintained height minimum of six (6) feet. Midstory plant material will be placed in cluster or linear hedge formation with minimum average spacing of eight (8) feet o.c. along MU perimeters that directly abut residential areas. Midstory plant material shall not be located in sight triangle areas.

E **Wall**
Masonry wall six (6) feet in height may be provided in lieu of Midstory Plant Material.

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Exhibit G - Screening Plan
Page 2:
Screening Types

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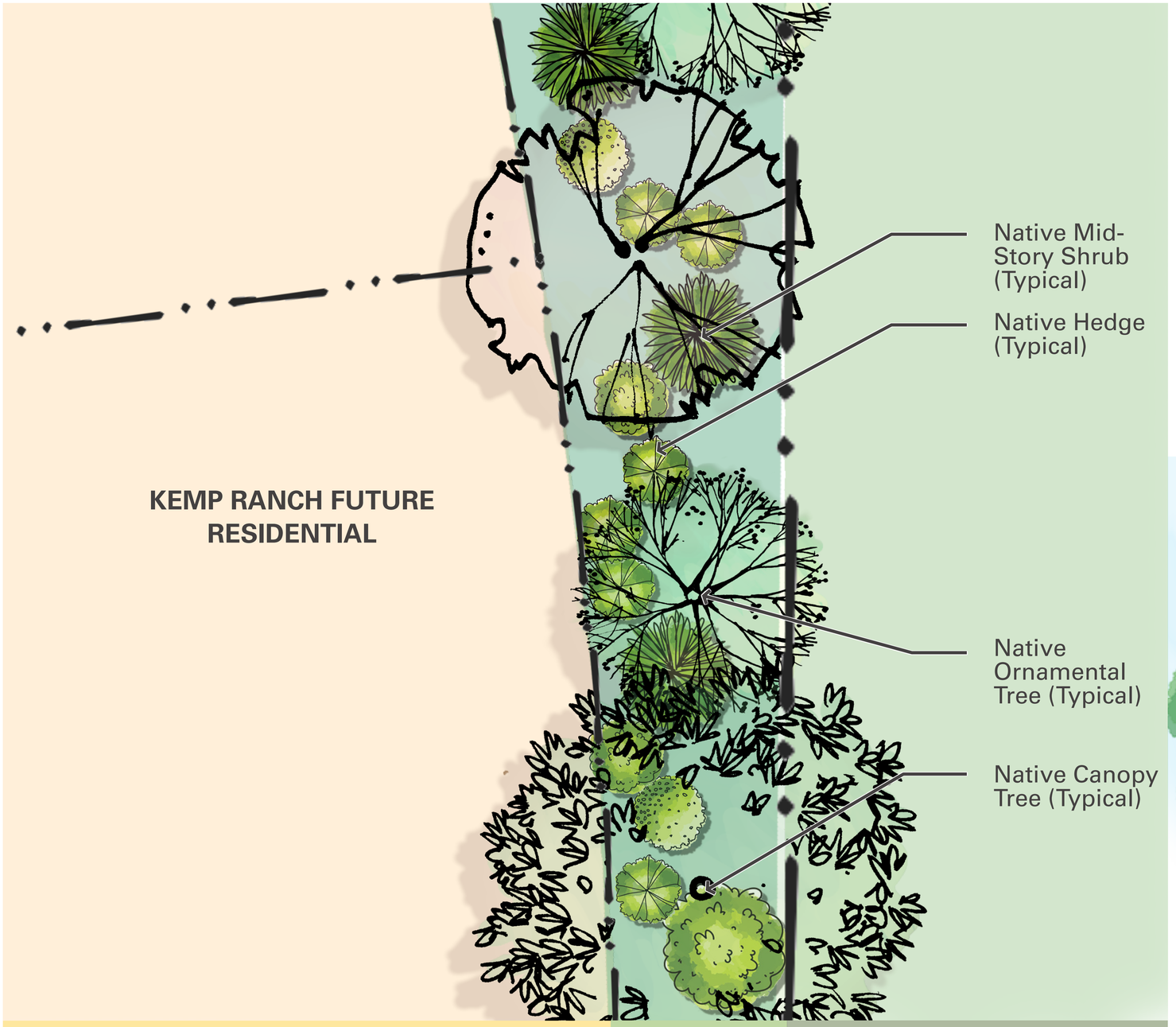

Primary screening type 3 will be used generally in locations as shown on Exhibit G. It will be used where the rear or side of homes directly abut the perimeter of the Planned Development in locations where lakes, natural vegetation or other forms of visual screening will not be provided. Buffer specifications are as follows:

Plant species will be selected from those listed in Sec. 5.04 Landscape Requirements
Plant material and sizing:
- Canopy Tree Single Trunk 50% 2" caliper, 50% 4" caliper with spacing of 30' o.c. minimum.
- Native Midstory Shrub minimum 10 gallon spaced 50' o.c.
- Shrub 3 gallon minimum 5' o.c.
- Groundcover: 4" container min.

This buffer only required where rear or side of homes directly abut exterior property lines where no intervening landcape features such as lakes, parks or natural areas will remain.



Naturalized tree planting

Mix of canopy and ornamental trees

- spacing of 30' o.c. minimum

- minimum 50% shade trees

Note: Layout is meant to be naturalized mix of tree types, not a regularly spaced line or grid of trees

Native Mid-story shrub
Spacing of 50' O.C. minimum
Minimum: 10 gal. shrub

Native Hedge
Spacing of 5' O.C. minimum
Minimum: 3 gal. shrub

Buffer width varies. 15' minimum to be used where back or side of new lots abut perimeter property boundary.

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Exhibit G - Screening Plan
Page 3:
Screening Type 3

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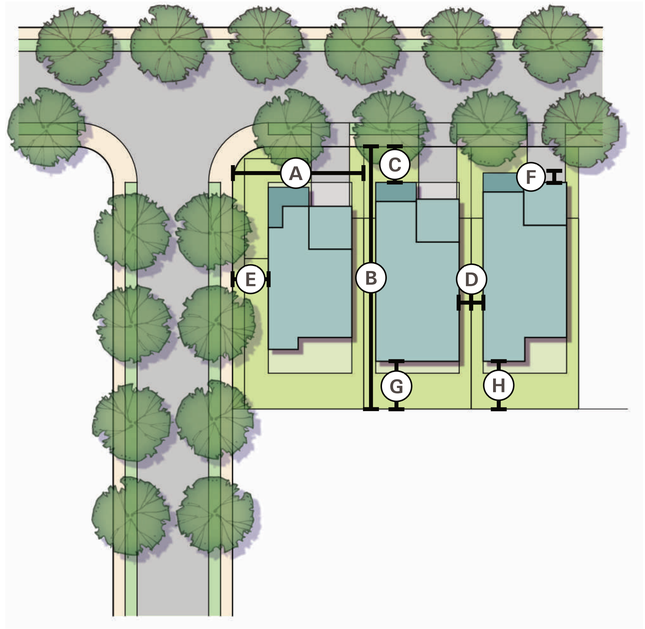
The information shown is based on the best information available and is subject to change without notice.

0 2.5' 5' 10'

EXHIBIT H – TYPICAL LOT DIAGRAMS

ACTIVE ADULT RESIDENTIAL DETACHED - FRONT LOADED

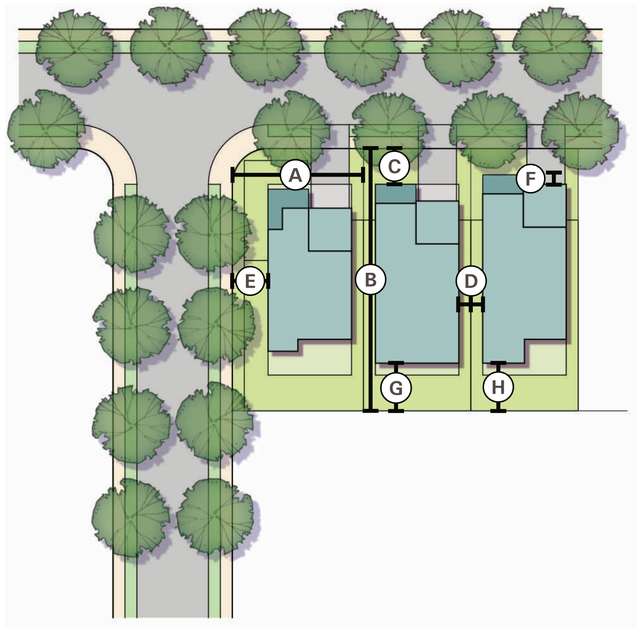


Typical Lot Dimensions
Residential Detached

Lot Type	< 60 ft	60 ft - 110 ft
Minimum lot area	4,400 sf	6,000 sf
A: Minimum lot width	40 ft	60 ft
B: Minimum lot depth	110 ft	110 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)	15 ft (20ft to garage entry)
D: Minimum side setback	5 ft	5 ft
E: Minimum side setback along ROW	15 ft	15 ft
F: Maximum front porch setback encroachment	5 ft	5 ft
G: Minimum rear setback	15 ft	15 ft
Maximum height	35 ft	35 ft
Maximum lot coverage	80%	70%
Housing Type District:		**Active Adult**

***Minimum lot width will be measured from the front or rear building line (whichever is smaller)

RESIDENTIAL DETACHED - FRONT LOADED



Typical Lot Dimensions
Residential Detached

Lot Type	< 50 ft	50 ft - 60 ft	60 ft - 70 ft
Minimum lot area	4,600 sf	6,250 sf	7,500 sf
A: Minimum lot width	40 ft	50 ft	60 ft
B: Minimum lot depth	115 ft	125 ft	125 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)	15 ft (20ft to garage entry)	15 ft (20ft to garage entry)
D: Minimum side setback	5 ft	5 ft	5 ft
E: Minimum side setback along ROW	15 ft	15 ft	15 ft
F: Maximum front porch setback encroachment	5 ft	5 ft	5 ft
G: Minimum rear setback	15 ft	15 ft	15 ft
Maximum height	35 ft	35 ft	35 ft
Maximum lot coverage	80%	80%	70%
Housing Type District:			**Traditional Residential**

***Minimum lot width will be measured from the front or rear building line (whichever is smaller)

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Exhibit H - Typical Lot Diagrams
Page 1

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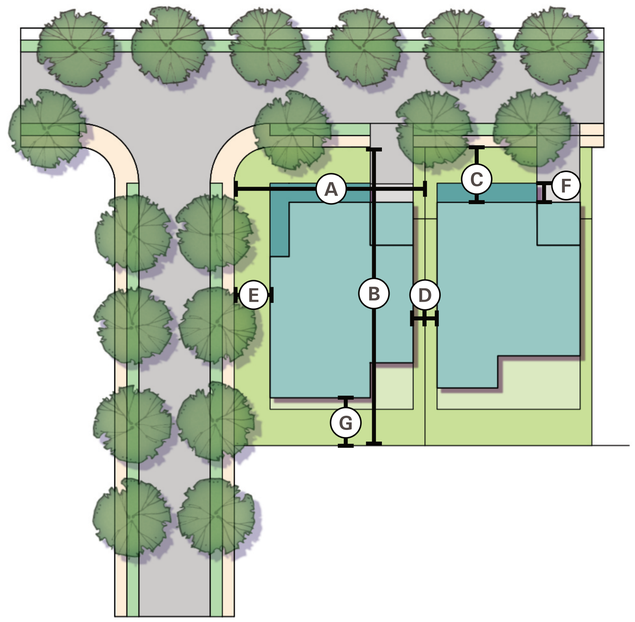
RESIDENTIAL DETACHED - FRONT LOADED >70

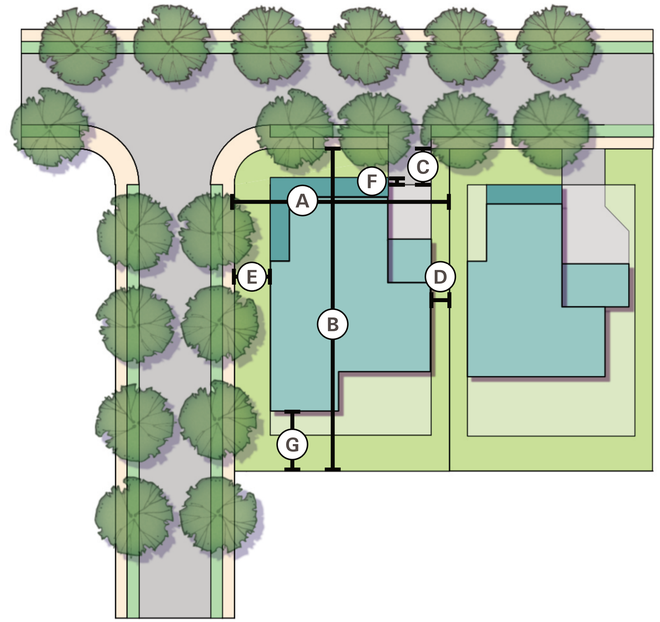


Typical Lot Dimensions
Residential Detached

Lot Type	> 70 ft
Minimum lot area	8,750 sf
A: Minimum lot width	70 ft
B: Minimum lot depth	125 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)
D: Minimum side setback	5 ft
E: Minimum side setback along ROW	15 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	15 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Traditional Residential**

***Minimum lot width will be measured from the front or rear building line (whichever is smaller)

ESTATE LOT



Typical Lot Dimensions
Residential Detached

Lot Type	Estates
Minimum lot area	0.25 ac
A: Minimum lot width	70 ft
B: Minimum lot depth	135 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)
D: Minimum side setback	7.5 ft
E: Minimum side setback along ROW	15 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	15 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Traditional Residential**

***Minimum lot width will be measured from the front or rear building line (whichever is smaller)

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Exhibit H - Typical Lot Diagrams
Page 2

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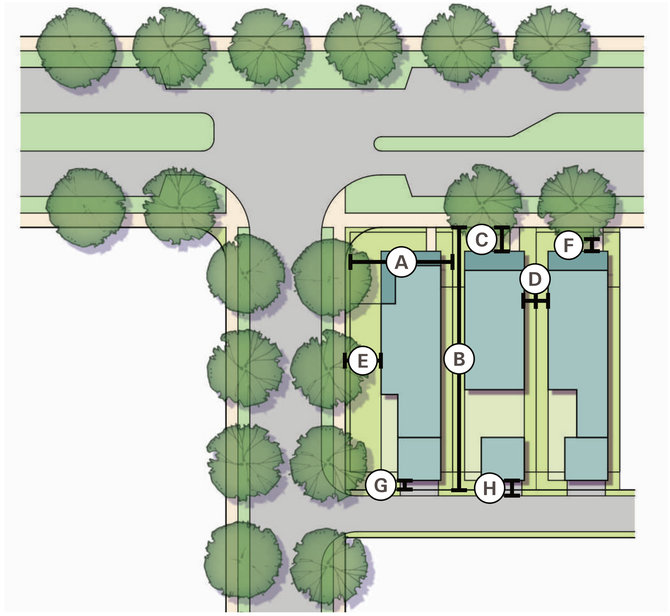
0 15' 30' 60'

RESIDENTIAL DETACHED - ALLEY LOADED



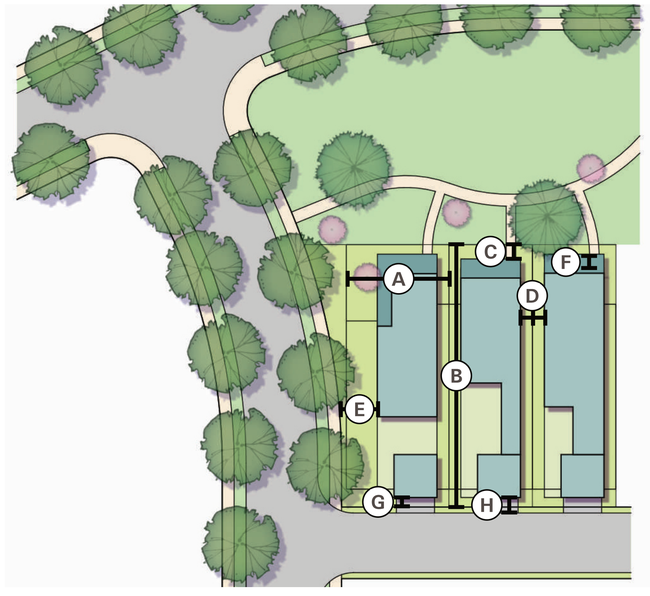
Typical Lot Dimensions
Residential Detached

Minimum lot area	3,000 sf
A: Minimum lot width	30 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	5 ft (or flexible)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	15 ft
H: Minimum rear alley setback (garage entry)	20 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

***Minimum lot width will be measured from the front or rear building line (whichever is smaller)

PARK-FACING CONDITIONS



Typical Lot Dimensions
Park-Facing Condition for a variety of housing types

Minimum lot area	varies
A: Minimum lot width	varies
B: Minimum lot depth	varies
C: Minimum front setback from ROW	varies, 5 ft from property line
D: Minimum side setback	varies
E: Minimum side setback along ROW	10 ft
F: Maximum front setback encroachment	0 ft
G: Minimum rear setback	varies
H: Minimum rear alley setback (garage entry)	varies
Maximum height	35 ft
Maximum lot coverage	varies
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

***Minimum lot width will be measured from the front or rear building line (whichever is smaller)

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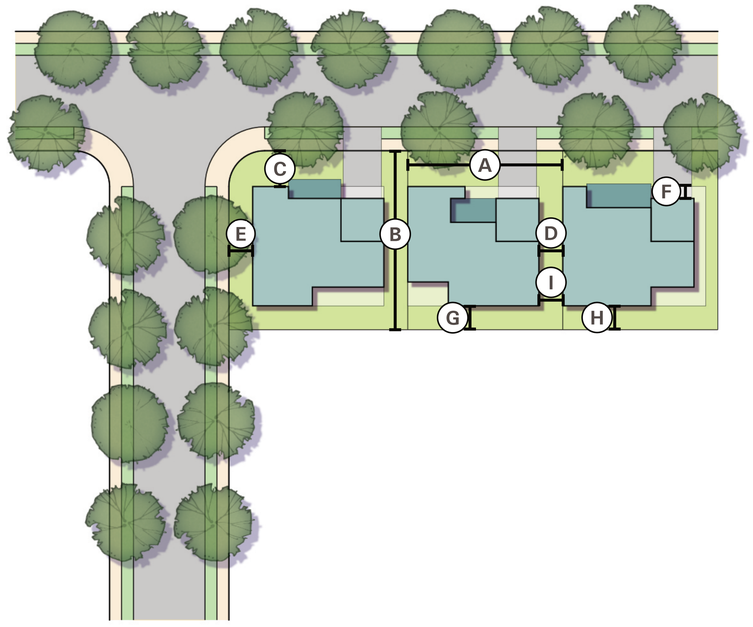
SHALLOW AND WIDE LOTS



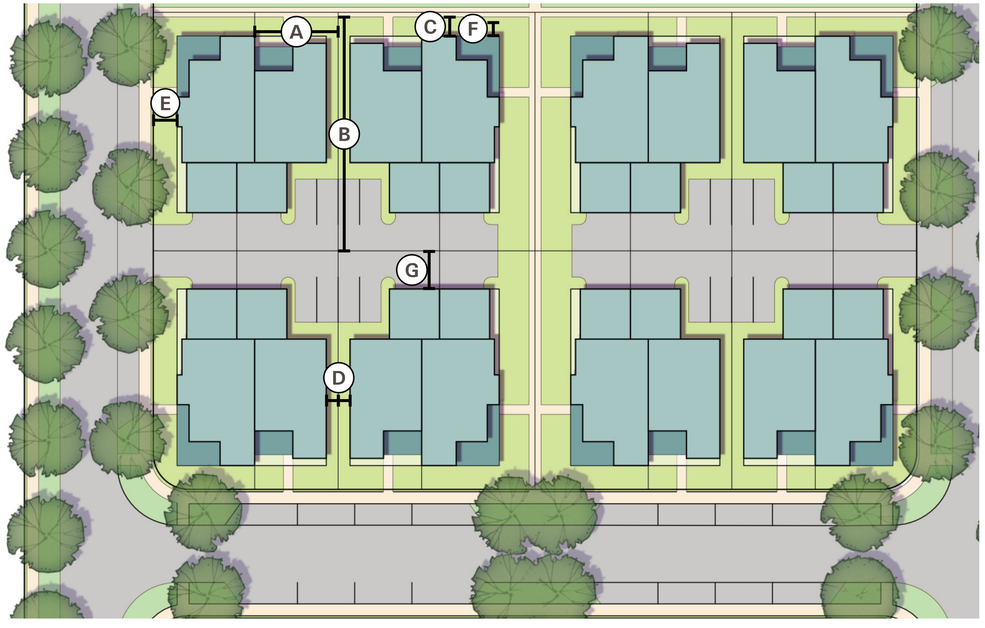
Typical Lot Dimensions
Shallow and Wide Lots

Minimum lot area	4,875 sf
A: Minimum lot width	65 ft
B: Minimum lot depth	75 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)
D: Minimum side setback	5 ft
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	10 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

***Minimum lot width will be measured from the front or rear building line (whichever is smaller

COTTAGE



Typical Lot Dimensions
Cottages

Minimum lot area	3,700 sf
A: Minimum lot width	35 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	N/A
Maximum height	35 ft
Maximum lot coverage	90%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

***Minimum lot width will be measured from the front or rear building line (whichever is smaller

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0 15' 30' 60'

COURTYARD HOMES



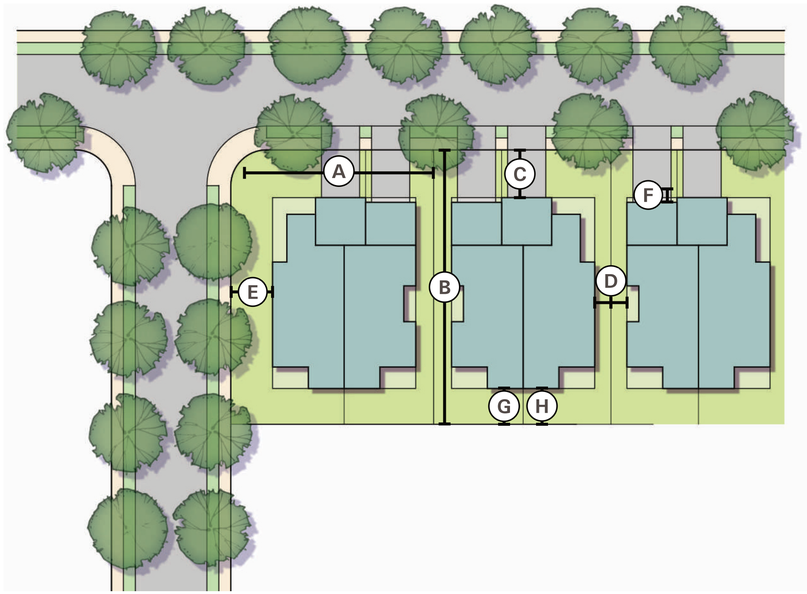
Typical Lot Dimensions
Courtyard homes

Minimum lot area	3,375 sf
A: Minimum lot width	40 ft
B: Minimum lot depth	75 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	5 ft (or flexible)
E: Minimum side setback along ROW	10 ft
F: Maximum front setback encroachment	0 ft
G: Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	20 ft
Maximum height	35 ft
Maximum lot coverage	60%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

***Minimum lot width will be measured from the front or rear building line (whichever is smaller

PAIRED VILLAS



Typical Lot Dimensions
Paired Villas

Minimum lot area	3,000
A: Minimum lot width**	75 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft (20ft to garage entry)
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	15 FT
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

***Minimum lot width will be measured from the front or rear building line (whichever is smaller

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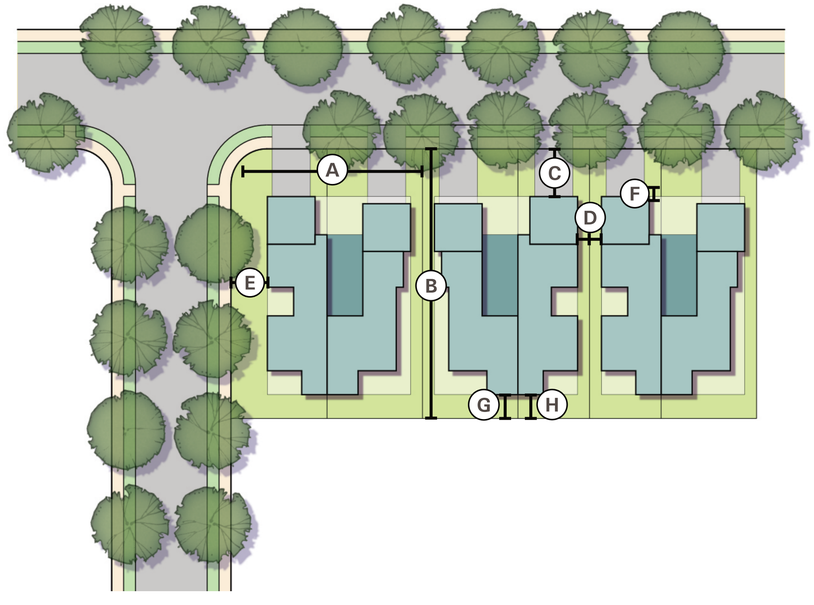
0 15' 30' 60'

COURTYARD VILLAS - FRONT LOADED



Typical Lot Dimensions
Courtyard Villas

Minimum lot area	6,000 sf
A: Minimum lot width	80 ft
B: Minimum lot depth	110 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	10 FT
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Active Adult**

***Minimum lot width will be measured from the front or rear building line (whichever is smaller

COURTYARD VILLAS - ALLEY LOADED



Typical Lot Dimensions
Paired Villas

Minimum lot area	6,000sf
A: Minimum lot width	80 ft
B: Minimum lot depth	75 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	20 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type Distric:	**Active Adult**

***Minimum lot width will be measured from the front or rear building line (whichever is smaller

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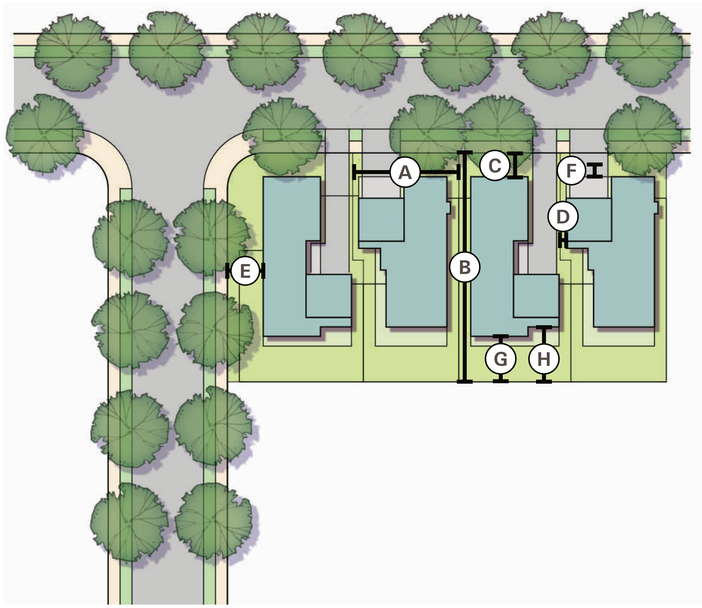
0 15' 30' 60'

ZIPPER LOTS



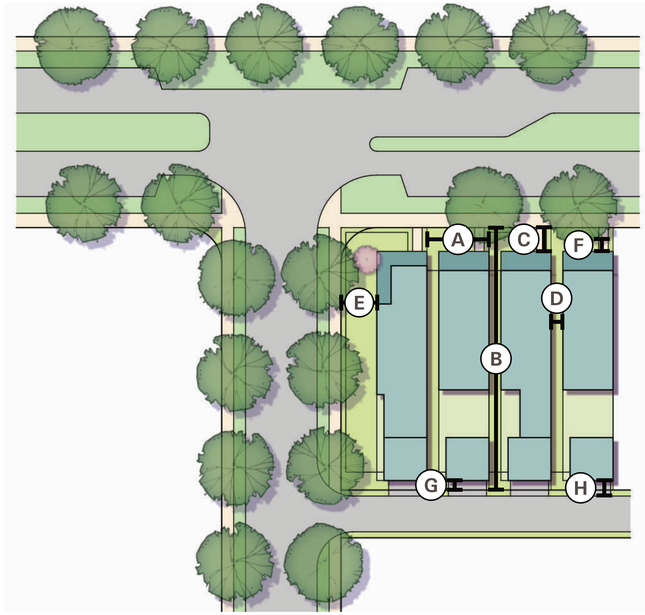
Typical Lot Dimensions
Zipper Lots

Minimum lot area	4,400 sf
A: Minimum lot width	40 ft
B: Minimum lot depth	90 ft
C: Minimum front setback from ROW	10 ft (alternating 20ft and 40 ft to garage entry)
D: Minimum side setback	2.5 ft (10 ft of separation between units)
E: Minimum side setback along ROW	15 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	10 FT
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

***Minimum lot width will be measured from the front or rear building line (whichever is smaller

ZERO LOT LINE



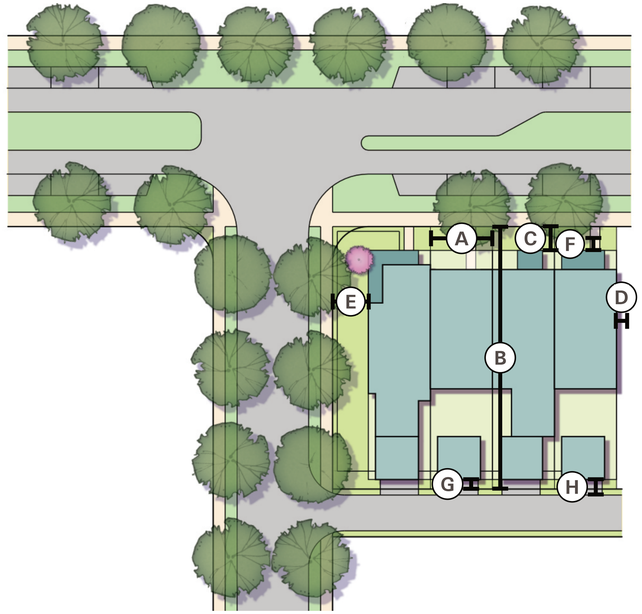
Typical Lot Dimensions
Zero Lot Line

Minimum lot area	2,600 sf
A: Minimum lot width	26 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	15 ft
H: Minimum rear alley setback (garage entry)	4 ft
Maximum height	35 ft
Maximum lot coverage	90%
Housing Type District:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

***Minimum lot width will be measured from the front or rear building line (whichever is smaller

TOWNHOMES



Typical Lot Dimensions
Townhomes

Minimum lot area	2,250 sf
A: Minimum lot width	25 ft
B: Minimum lot depth	90 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G:Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	4 ft
Maximum height	35 ft
Maximum lot coverage	90%
Housing Type Distric:	**Active Adult / Traditional Residential***

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

***Minimum lot width will be measured from the front or rear building line (whichever is smaller

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Exhibit H - Typical Lot Diagram
Page 7

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0 15' 30' 60'

EXHIBIT I – SIGNAGE PLAN

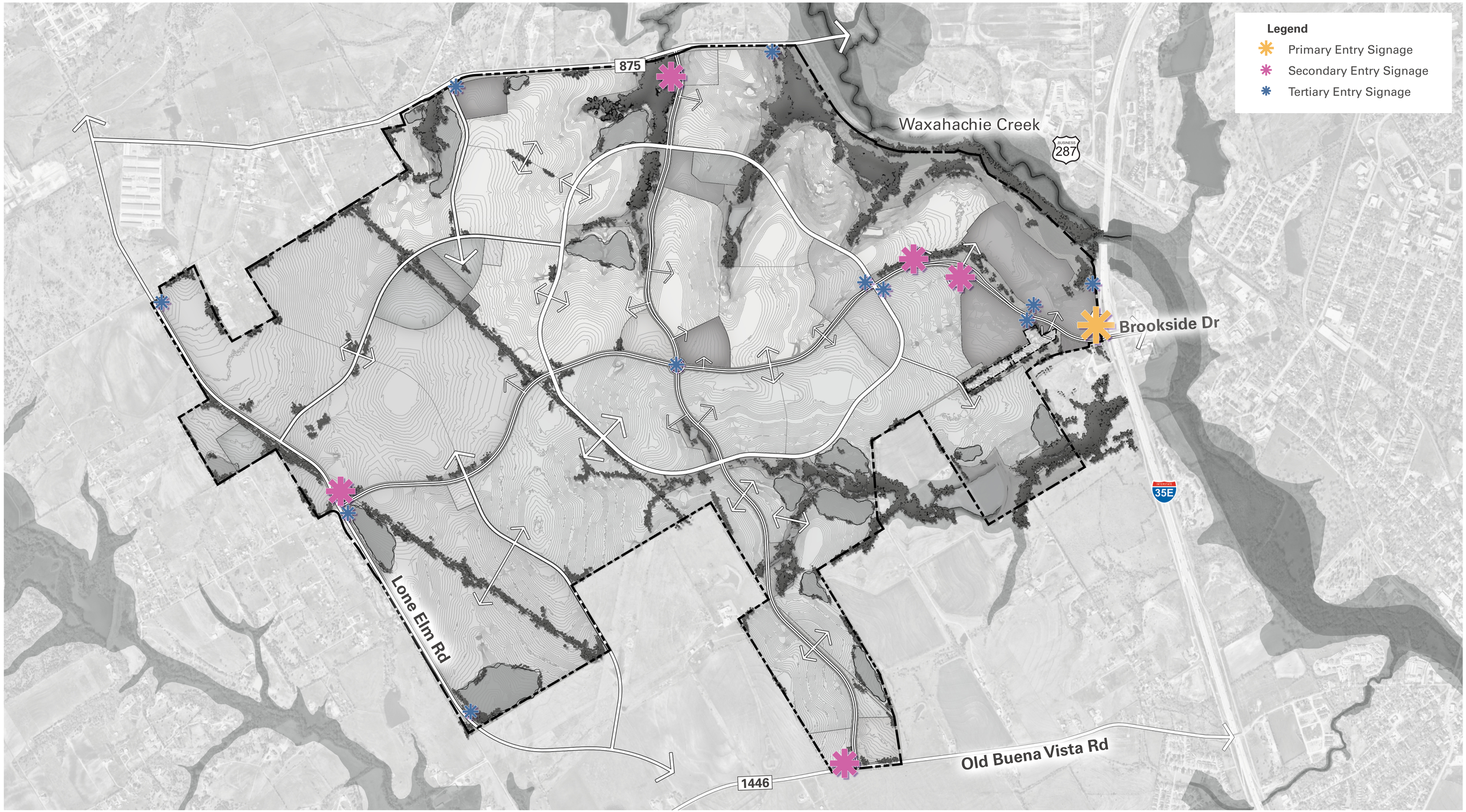

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Exhibit I - Signage Plan
Page 1

Waxahachie, Texas
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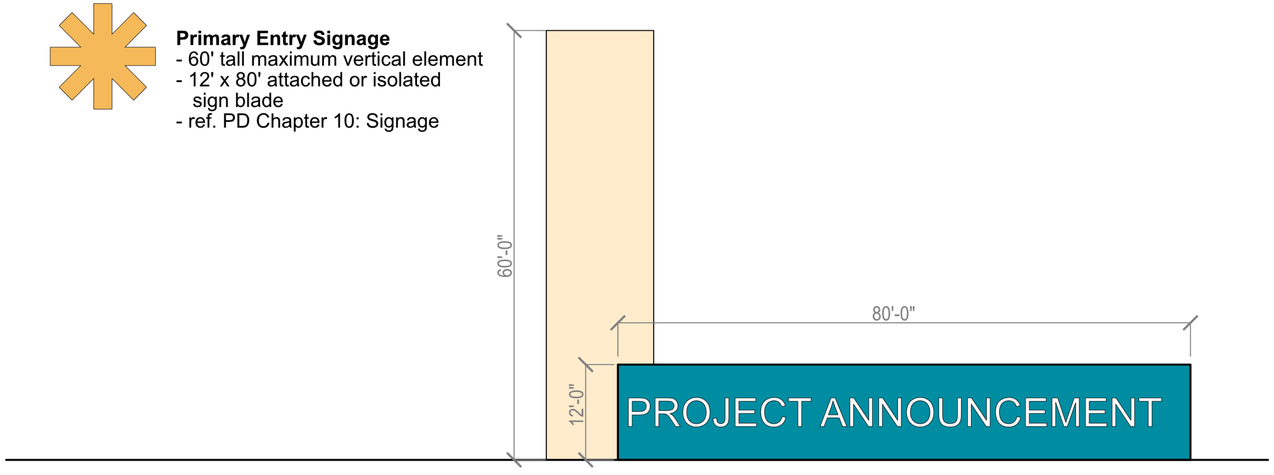
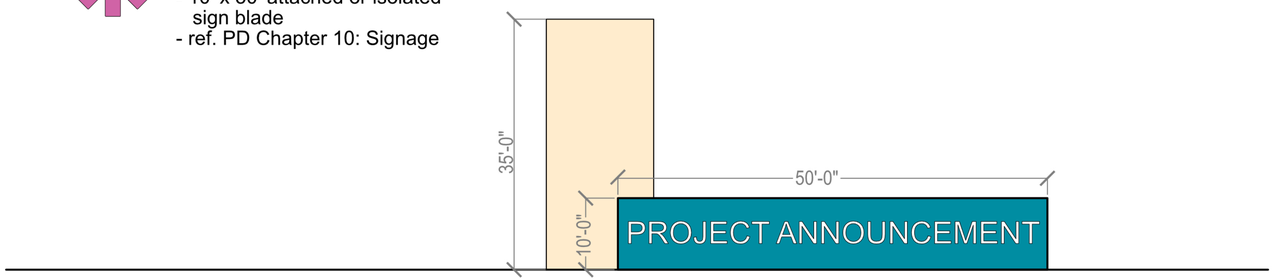
The information shown is based on the best information available and is subject to change without notice.

0 400' 800' 1600'

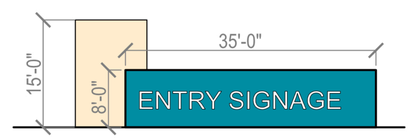
Primary Entry Signage
- 60' tall maximum vertical element
- 12' x 80' attached or isolated sign blade
- ref. PD Chapter 10: Signage



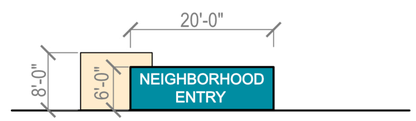
Secondary Entry Signage
- 35' tall maximum vertical element
- 10' x 50' attached or isolated sign blade
- ref. PD Chapter 10: Signage



Tertiary Entry Signage
- 15' tall maximum vertical element
- 8' x35' isolated sign blade
- ref. PD Chapter 10: Signage



Neighborhood Entry
- 8' tall maximum vertical element
- 6' x 20' isolated sign blade
- ref. PD Chapter 10: Signage



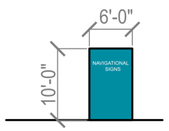
Community Center Monument
- 8' tall maximum vertical element
- 6' x 20' isolated sign blade
- ref. PD Chapter 10: Signage



Parks Monuments
- 8' tall maximum vertical element
- 80 square foot maximum area
- ref. PD Chapter 10: Signage



Residential Navigation Signs
- 10' tall maximum vertical element
- 6' x 10' isolated sign blade
- ref. PD Chapter 10: Signage



Directional/Marketing/Informational Signs:
- 100 square foot maximum sign messaging area
- ref. PD Chapter 10: Signage



Note: These graphics are not intended to illustrate design, configuration, materials, or graphic intent. They are only intended to demonstrate maximum dimensions proposed for vertical and horizontal signage areas.

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Exhibit I - Signage Plan
Page 2: Sigange Exhibit

Waxahachie, Texas
01/08/2026

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3232 e cesar chavez st
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austin, tx 78702

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The information shown is based on the best information available and is subject to change without notice.

0 5' 10' 20'

EXHIBIT J – DEVELOPMENT TRACKING

DRAFT - KEMP PD CUMULATIVE PROJECT TABLE

PROJECT NAME	CITY PLAT NUMBER	P&Z APPROVAL DATE	RESIDENTIAL (TRADITIONAL)																
			RESIDENTIAL UNIT TYPE*																
			Residential Detached - Front Load		Residential Detached - Alley Load		Cottage		Paired Villas		Town Homes		Estates (min. 10,000 sf)		number of lots this phase between 10,000 and 14,250 sf	number of lots this phase greater than1/3 acre	Total Residenital Units	OPEN SPACE (AC)	PARKS (AC)	TOTAL ACREAGE
			# OF LOTS	Min. DUA	# OF LOTS	Min. DUA	# OF LOTS	Min. DUA	# OF LOTS	Min. DUA	# OF LOTS	Min. DUA	# OF LOTS	Min. DUA						
			-		-		-		-		-		-				-	-	-	-
			-		-		-		-		-		-				-	-	-	-
			-		-		-		-		-		-				-	-	-	-
			-		-		-		-		-		-				-	-	-	-
			-		-		-		-		-		-				-	-	-	-
			-		-		-		-		-		-				-	-	-	-
	DEVELOPMENT TOTALS		-		-		-		-				-		-	-	-	-	-	-

PROJECT NAME	CITY PLAT NUMBER	P&Z APPROVAL DATE	RESIDENTIAL (ACTIVE ADULT)																
			RESIDENTIAL UNIT TYPE *																
			Residential Detached - Front Load		Residential Detached - Alley Load		Cottage		Paired Villas		Town Homes		Estates (min. 10,000 sf)		number of lots this phase between 10,000 and 14,250 sf	number of lots this phase greater than1/3 acre	Total Residential Units	OPEN SPACE (AC)	PARKS (AC)	TOTAL ACREAGE
			# OF LOTS	Min. DUA	# OF LOTS	Min. DUA	# OF LOTS	Min. DUA	# OF LOTS	Min. DUA	# OF LOTS	Min. DUA	# OF LOTS	Min. DUA						
			-		-		-		-				-				-	-	-	-
			-		-		-		-				-				-	-	-	-
			-		-		-		-				-				-	-	-	-
			-		-		-		-				-				-	-	-	-
			-		-		-		-				-				-	-	-	-
			-		-		-		-				-				-	-	-	-
	DEVELOPMENT TOTALS		-		-		-		-				-		-	-	-	-	-	-

PROJECT NAME	CITY SITE PLAN NUMBER	P&Z APPROVAL DATE	NON-RESIDENTIAL (INCLUDES MULTIFAMILY)											
			USE	BUILDING AREA (SF)	# OF MULTIFAMILY UNITS								OPEN SPACE (AC)	PARKS (AC)
					1 BEDROOM UNIT	2 BEDROOM UNIT	3 BEDROOM UNIT	4 BEDROOM UNIT	TOTAL # UNITS					
				-	-	-	-	-	-			-	-	
				-	-	-	-	-	-			-	-	
				-	-	-	-	-	-			-	-	
				-	-	-	-	-	-			-	-	
				-	-	-	-	-	-			-	-	
				-	-	-	-	-	-			-	-	
				-	-	-	-	-	-			-	-	
	DEVELOPMENT TOTALS			-	-	-	-	-	-			-	-	

KEMP RESIDENTIAL UNIT SUMMARY	
Total Traditional Res.Units	-
Total Active Adult Res. Units	-
Total Res. Units	-
Maximum Res. Units Allowed	13,270
Remaining Res. Units Allowed	**13,270**

** Maximum Res. Units Allowed Per Section 5.1 of the Kemp Tract Planned Development District*

2/27/2025

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3232 e cesar chavez st
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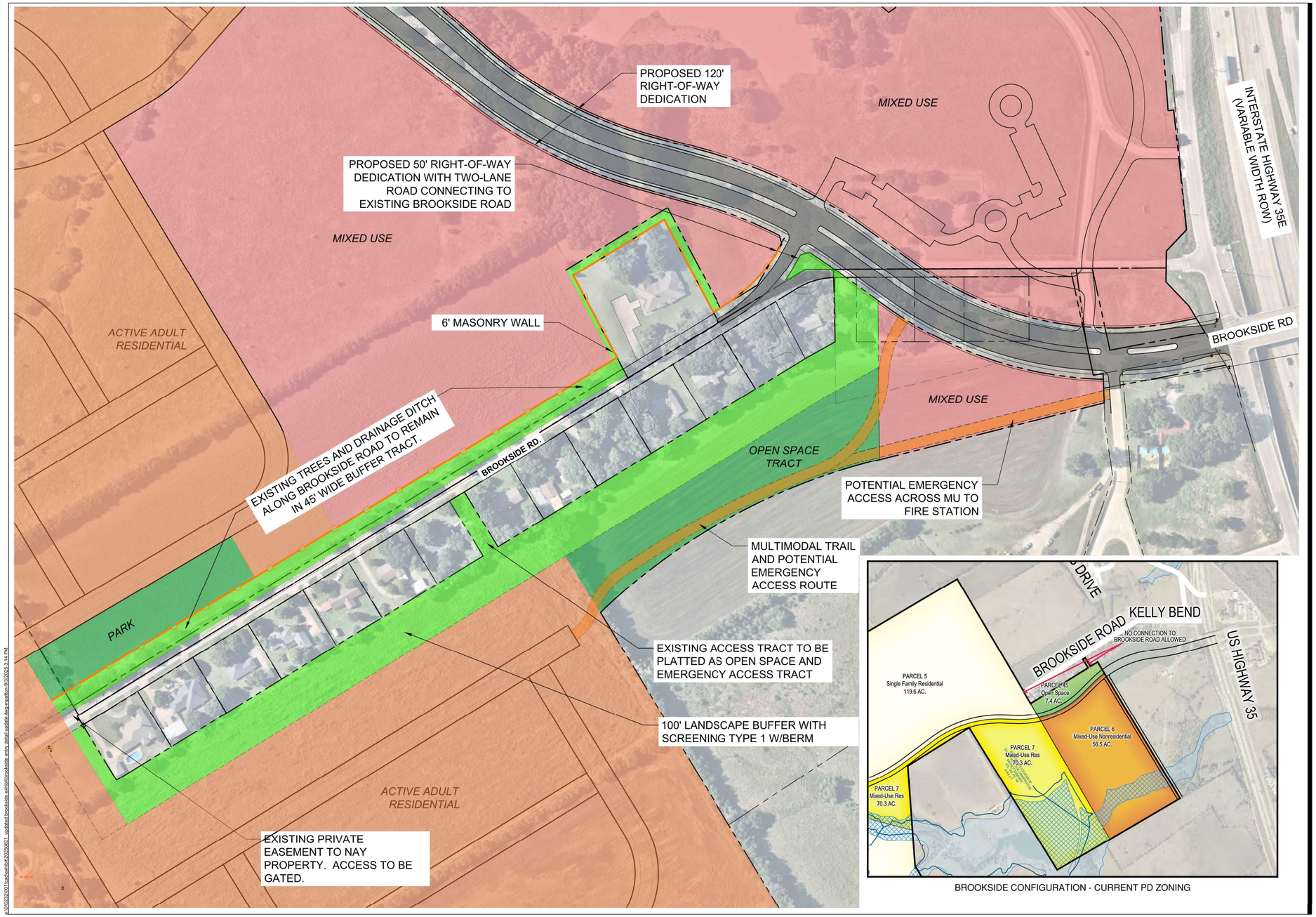
DRAFT - KEMP PD LOT MIX TABLE

LOT GROUP	PROJECT/PHASE NAME	CITY PLAT NUMBER	P&Z APPROVAL DATE	RESIDENTIAL (TRADITIONAL)																									
				RESIDENTIAL UNIT TYPE*																									
				Residential Detached - Front Load								Residential Detached - Alley Load				Cottage		Paired Villas		Townhomes		Estate Lots				* add product type as introduced		* add product type as introduced		Total Residential Units
				40' Lot Width		50' Lot Width		60' Lot Width		70' Lot Width		40' Lot Width		60' Lot Width								1/4 Acre Lot		1/3 Acre Lot						
				# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	
0-100				-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%	-	
101-250				-		-		-		-		-		-		-		-		-		-		-		-		-		-
251-500				-		-		-		-		-		-		-		-		-		-		-		-		-		-
500+				-		-		-		-		-		-		-		-		-		-		-		-		-		-

EXHIBIT K-BROOKSIDE ROAD ENLARGEMENT



BROOKSIDE CONFIGURATION - CURRENT PD ZONING

KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD
SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT
KEMP RANCH
WAXAHACHIE, TEXAS

TITLE
BROOKSIDE SCREENING

CLIENT
MINTO COMMUNITIES
TEXAS, LLC

N
0 50 100 200
SCALE 1" = 100'

PROJECT NUMBER:
010232001
DRAWN BY:
JAR
DATE:
2025/09/18
SHEET:
EXH 01

Exhibit K - Brookside Road enlargment

Section A - A’
Brookside RD Buffer Section



BROOKSIDE RD NEIGHBORHOOD | **100’ GREEN BUFFER** | **OPEN SPACE (VARIES)**

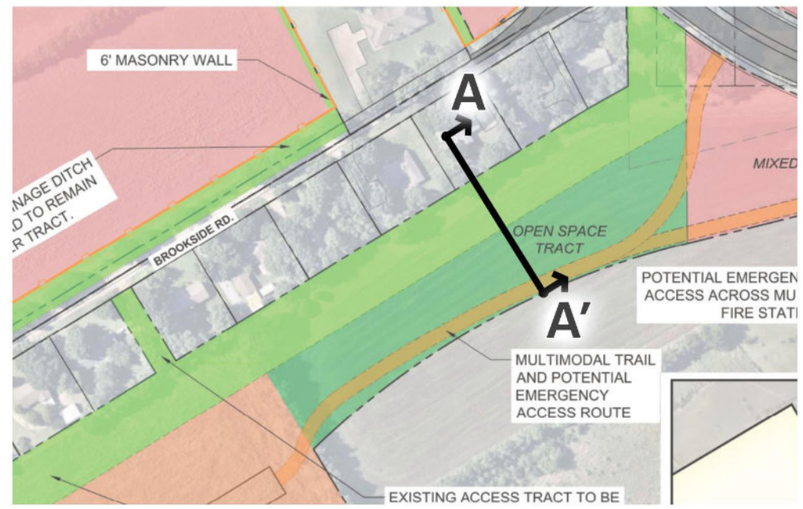


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Exhibit K - Brookside Road enlargment

Brookside Rd. Buffer sections

Waxahachie, Texas
10/22/2025

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austin, tx 78702

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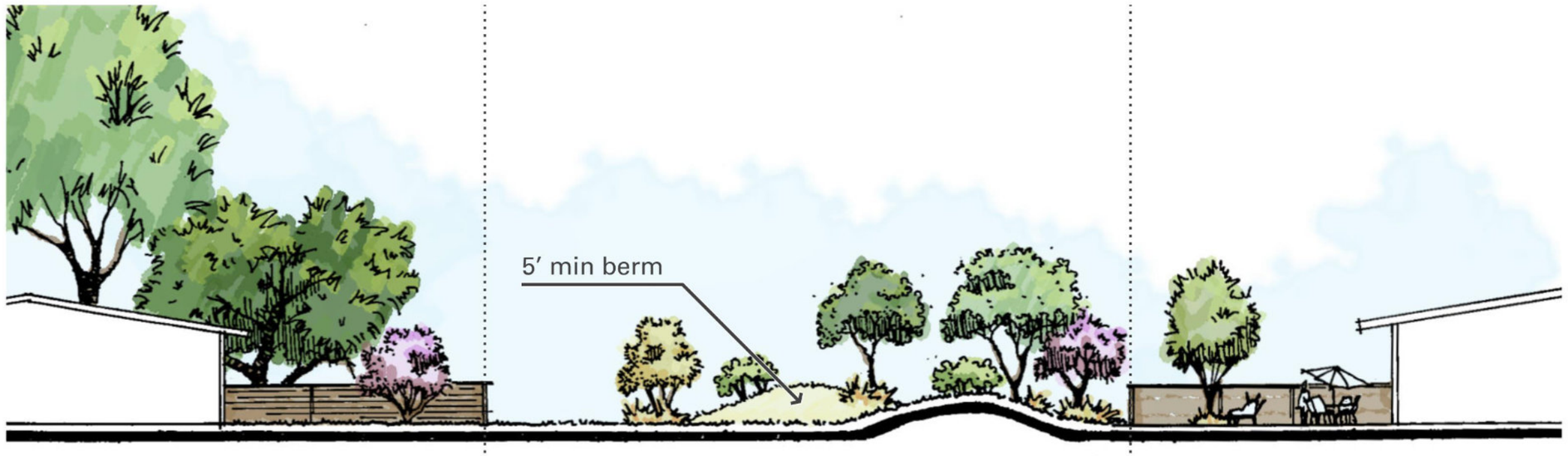
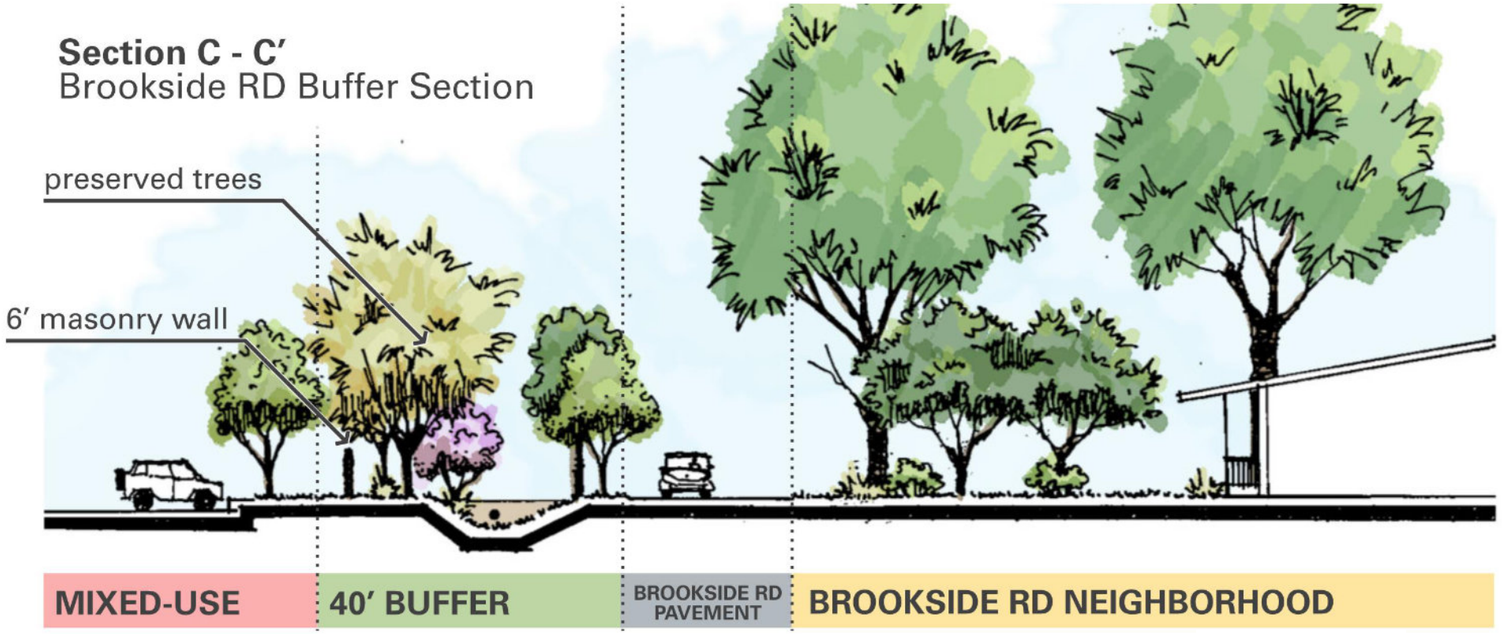
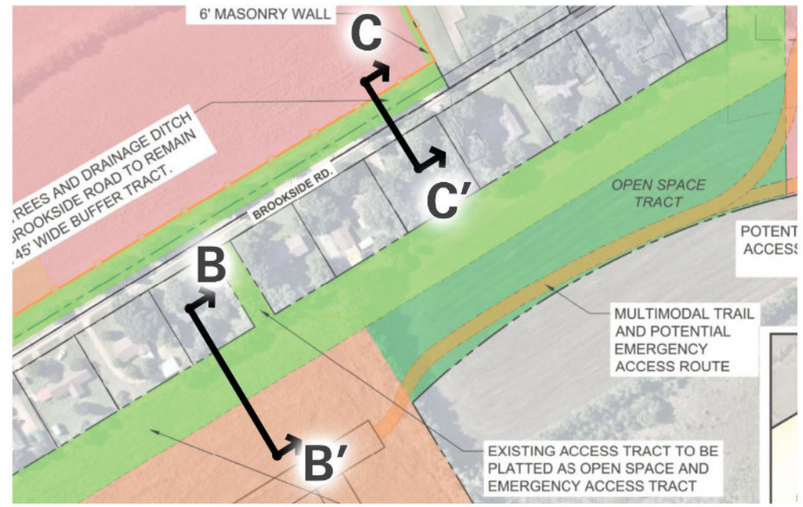
Section B - B′
Brookside RD Buffer Section



Section C - C′
Brookside RD Buffer Section





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Kemp Tract

Exhibit K - Brookside Road enlargment

Brookside Rd. Buffer sections

Waxahachie, Texas
10/22/2025

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EXHIBIT L-EXISTING CONDITIONS

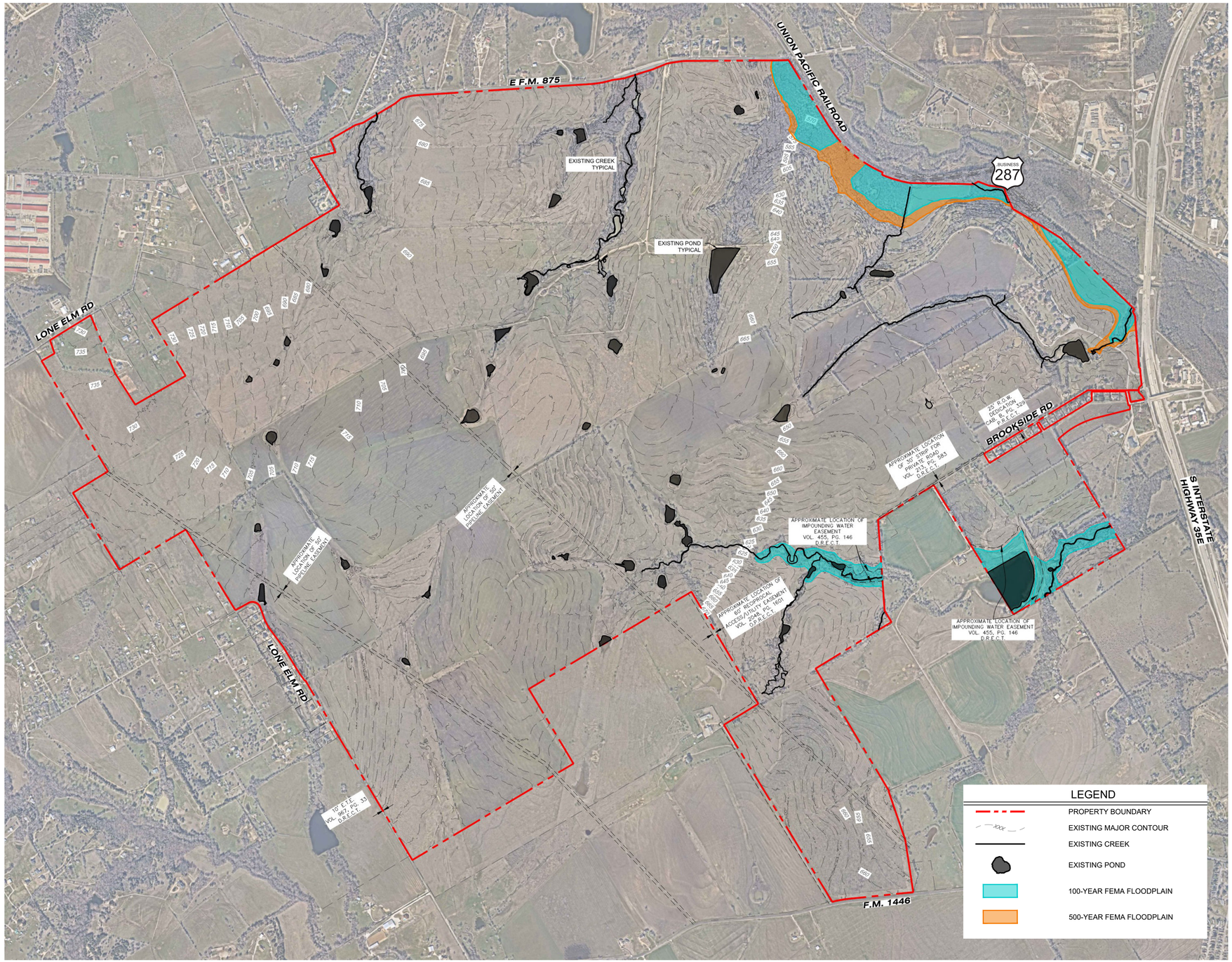
E F.M. 875
UNION PACIFIC RAILROAD
BUSINESS 287
EXISTING CREEK TYPICAL
EXISTING POND TYPICAL
LONE ELM RD
BROOKSIDE RD
S INTERSTATE HIGHWAY 35E
F.M. 1446
APPROXIMATE LOCATION OF 30' PIPELINE EASEMENT
APPROXIMATE LOCATION OF 30' PIPELINE EASEMENT
APPROXIMATE LOCATION OF 30' UTIL/PIPELINE EASEMENT VOL. 2048, PG. 1601 O.P.R.E.C.T.
APPROXIMATE LOCATION OF 30' UTIL/PIPELINE EASEMENT VOL. 2048, PG. 1601 O.P.R.E.C.T.
APPROXIMATE LOCATION OF 30' PIPELINE EASEMENT VOL. 2048, PG. 1601 O.P.R.E.C.T.
APPROXIMATE LOCATION OF 30' PIPELINE EASEMENT VOL. 2048, PG. 1601 O.P.R.E.C.T.
APPROXIMATE LOCATION OF 30' UTIL/PIPELINE EASEMENT VOL. 2048, PG. 1601 O.P.R.E.C.T.
APPROXIMATE LOCATION OF 30'

EXHIBIT M-LEGAL DESCRIPTION

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

EXHIBIT "N"

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 3,169.5531 ACRES (138,065,732 SQUARE FEET) OUT OF THE JOHN BARKER SURVEY, ABSTRACT NO. 40, THE ELIJAH BELLOW SURVEY, ABSTRACT NO. 101, THE JONATHAN E. PRINCE SURVEY, ABSTRACT NO. 845, THE JOHN FIFER SURVEY, ABSTRACT NO. 351, THE MEREDITH MYERS SURVEY, ABSTRACT NO. 714, THE BENJAMIN WILTSHIRE SURVEY, ABSTRACT NO. 1132, THE E. H. BELCHER SURVEY, ABSTRACT NO. 143, THE JOHN DRINKARD SURVEY, ABSTRACT NO. 273, AND THE JESSE J. DAVIDSON SURVEY, ABSTRACT NO. 302, ALL IN ELLIS COUNTY, TEXAS, AND BEING:

(1) ALL OF A CALLED 1040.641 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532148 OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (O.P.R.E.C.T.), SAVE AND EXCEPT A CALLED .5877 ACRE TRACT (DESCRIBED AS PARCEL 2) CONVEYED TO THE STATE OF TEXAS IN DOCUMENT NO. 1610103 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.),

(2) ALL OF A CALLED 117.601 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532149 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.),

(3) ALL OF A CALLED 141.254 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532150 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.),

(4) ALL OF A CALLED 6.035 ACRE TRACT (DESCRIBED AS TRACT 1) CONVEYED TO WALTON TEXAS, LP, AND WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NO. 2326832 (O.P.R.E.C.T.),

(5) ALL OF A CALLED 151.499 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1616460 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "A" (IN SEPARATE ATTACHMENT);

(6) ALL OF A CALLED 182.727 ACRE TRACT (DESCRIBED AS TRACT 1-C) AND A CALLED 99.991 ACRE TRACT (DESCRIBED AS PARCEL 3) CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1515578 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "B" (IN SEPARATE ATTACHMENT);

(7) ALL OF A CALLED 398.282 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1515579 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "B" (IN SEPARATE ATTACHMENT);

(8) ALL OF A CALLED 681.000 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1526274 (O.P.R.E.C.T.), SAVE AND EXCEPT A CALLED 0.5506 ACRE TRACT (DESCRIBED AS PARCEL 1) CONVEYED TO THE STATE OF TEXAS IN DOCUMENT NO. 1610102 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "C" (IN SEPARATE ATTACHMENT);

(9) BEING ALL OF A CALLED 0.784 ACRE TRACT (DESCRIBED AS TRACT 2) CONVEYED TO WALTON TEXAS, LP, AND WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NO. 2326832 (O.P.R.E.C.T.),

(10) BEING ALL OF A CALLED 130 ACRE TRACT CONVEYED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS IN VOLUME 460, PAGE 200 OF THE DEED RECORDS OF ELLIS COUNTY, TEXAS (D.R.E.C.T.), A PORTION OF A CALLED 202.85 ACRE TRACT (DESCRIBED AS TRACT I) CONVEYED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS IN VOLUME 460, PAGE 205 (D.R.E.C.T.), AND ALL OF A CALLED 60 ACRE TRACT AND A CALLED 5.61 ACRE TRACT CONVEYED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS IN VOLUME 532, PAGE 404 (D.R.E.C.T.);

(11) BEING A PORTION OF A CALLED 21.654 ACRE TRACT (DESCRIBED AS TRACT ONE) CONVEYED TO WILLIAM F. KELLEY IN DOCUMENT NO. 2228261 (O.P.R.E.C.T.);

(12) BEING ALL OF A CALLED 0.465 ACRE TRACT (DESCRIBED AS TRACT I) CONVEYED TO WILLIAM F. & LEANNE C. KELLEY IN VOLUME 866, PG. 390 (D.R.E.C.T.), INCLUDING A 0.034 ACRE PORTION OF SAID 0.465 ACRE TRACT CONVEYED IN CAUSE NO. 03-E-2061 RECORDED IN THE COUNTY COURT OF LAW OF ELLIS COUNTY, TEXAS;

(13) BEING ALL OF A CALLED 0.40 ACRE TRACT CONVEYED TO WILLIAM F. & LEANNE C. KELLEY IN VOLUME 1937, PG. 736 (D.R.E.C.T.);

(14) BEING ALL OF A CALLED 0.52 ACRE TRACT CONVEYED TO WILLIAM F. & LEANNE C. KELLEY IN DOC. NO. 1832041 (O.P.R.E.C.T.);

SAID 3,169.5531 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the south right-of-way line of East Farm to Market Road 875 (80' right-of-way), and being at the northeast corner of a called 1.725 acre tract conveyed to Patricia L. Knight in Volume 2273, Page 384 (O.P.R.E.C.T.), and being a corner in the north line of said Walton 681.000 acre tract, for the northwest corner and POINT OF BEGINNING hereof;

THENCE, with the south right-of-way line of said E FM 875 and the north line of said Walton 681.000 acre tract, the following two (2) courses and distances:

1) N59°54'03"E, a distance of 465.63 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof, and
2) N59°21'46"E, a distance of 3.64 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof, said point being at the west corner of said 0.5506 acre State of Texas tract;

THENCE, leaving the north line of said Walton 681.000 acre tract, over and across said Walton 681.000 acre tract, with the south right-of-way line of said E FM 875 and the south line of said 0.5506 acre State of Texas tract, the following three (3) courses and distances:

1) N73°02'53"E, a distance of 136.59 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof,
2) N58°55'47"E, a distance of 616.79 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof, and
3) N49°53'50"E, a distance of 111.30 feet to a 5/8-inch iron rod with "TxDot" cap found for a non-tangent point of curvature hereof, said point being at the east corner of said 0.5506 acre State of Texas tract, and being in the north line of said Walton 681.000 acre tract;

THENCE, continuing with the south right-of-way line of said E FM 875, in part with the north line of said Walton 681.000 acre tract, and in part with the north line of said Walton 1040.641 acre tract, the following three (3) courses and distances:

1) along the arc of a curve to the right, whose radius is 920.72 feet, whose arc length is 276.25 feet and whose chord bears N77°44'36"E, a distance of 275.22 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for an angle point hereof,
2) N86°18'23"E, passing at a distance of 1,981.94 feet, a 1/2-inch iron rod with illegible cap found at the common north corner of said Walton 681.000 acre and 1040.641

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Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

acre tracts, and continuing for a total distance of 2836.42 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a non-tangent point of curvature hereof, and
3) along the arc of a curve to the left, whose radius is 1504.82 feet, whose arc length is 358.26 feet and whose chord bears N79°30'37"E, a distance of 357.41 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof, said point being at the west corner of said 0.5877 acre State of Texas tract;

THENCE, leaving the north line of said Walton 1040.641 acre tract, over and across said Wal 1040.641 acre tract, with the south right-of-way line of said E FM 875 and the south line of s 0.5877 acre State of Texas tract, the following four (4) courses and distances:

1) N82°00'35"E, a distance of 204.67 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof,
2) N72°12'49"E, a distance of 286.39 feet to a 1/2-inch iron rod found for an angle point hereof,
3) N72°43'49"E, a distance of 212.73 feet to a calculated point (that falls inside a utility pole) for an angle point hereof, and
4) N67°29'44"E, a distance of 236.32 feet to a mag nail with "LTRA" washer found for a non-tangent point of curvature hereof, said point being at the east corner of said 0.5877 acre State of Texas tract, and being in the north line of said Walton 1040.641 acre tract;

THENCE, continuing with the south right-of-way line of said E FM 875, with the north line of s Walton 1040.641 acre tract, the following five (5) courses and distances:

1) along the arc of a curve to the right, whose radius is 2251.83 feet, whose arc length is 113.82 feet and whose chord bears N80°21'43"E, a distance of 113.81 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof,
2) N81°52'50"E, a distance of 122.75 feet to a 5/8-inch iron rod with "TxDot" cap found for a non-tangent point of curvature hereof,
3) along the arc of a curve to the right, whose radius is 587.69 feet, whose arc length is 79.53 feet and whose chord bears N85°40'58"E, a distance of 79.47 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof,
4) N89°38'08"E, a distance of 1554.82 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a non-tangent point of curvature hereof, and
5) along the arc of a curve to the left, whose radius is 1931.89 feet, whose arc length is 119.98 feet and whose chord bears N87°43'32"E, a distance of 119.96 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for the northeast corner hereof, said point being at the intersection of the southwest right-of-way line of the Union Pacific Railroad (right-of-way varies) with the south line of said E FM 875, and being the northeast corner of said Walton 1040.641 acre tract;

THENCE, with the southwest right-of-way line of said Union Pacific Railroad and the northe line of said Walton 1040.641 acre tract, the following two (2) courses and distances:

1) S31°23'18"E, a distance of 1239.44 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a point of curvature hereof, and
2) along the arc of a curve to the left, whose radius is 1959.88 feet, whose arc length is 1199.91 feet and whose chord bears S48°55'56"E, a distance of 1181.26 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for an angle point hereof;

HENCE, leaving the southwest right-of-way line of said Union Pacific Railroad, with the called outh line of a public road (per Volume 471, Page 557 (D.R.E.C.T.)), and with the northeast line f said Walton 1040.641 acre tract, the following two (2) courses and distances:

1) S06°43'05"W, a distance of 41.41 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a non-tangent point of curvature hereof, and
2) along the arc of a curve to the left, whose radius is 1999.88 feet, whose arc length is 481.69 feet and whose chord bears S73°43'48"E, a distance of 480.52 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for an angle point hereof, said point being at the northwest corner of said United Presbyterian 130 acre tract (and called to be in the south line of a public road), and being the northeast corner of said Walton 1040.641 acre tract;

HENCE, with the south line of said public road and the north line of said United Presbyterian 30 acre tract, the following three (3) courses and distances:

1) S89°05'08"E, a distance of 725.17 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,
2) S88°23'37"E, a distance of 306.97 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,
3) N59°04'21"E, a distance of 86.14 feet to a 3/8-inch iron rod found for an angle point hereof, said point being a corner in the west line of a called 31.153 acre tract conveyed to Jose & Enriqueta Lopez Revocable Trust in Document No. 1831559 (O.P.R.E.C.T.), and being in the approximate center of said public road;

HENCE, along the center of said public road, in part with the east line of said Lopez tract, in part vith the west line of a called 26.843 acre tract conveyed to Pioneer Concrete of Texas, Inc., in olume 869, Page 832 (D.R.T.C.T.), in part with the east line of said United Presbyterian 130 acre nd 202.85 acre tracts, the following nine (9) courses and distances:

1) S69°52'08"E, a distance of 190.27 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,
2) S82°22'23"E, a distance of 249.85 feet to a 5/8-inch iron rod found for an angle point hereof,
3) S13°01'30"E, a distance of 91.73 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,
4) S25°27'24"E, a distance of 269.19 feet to a 3/8-inch iron rod found for an angle point hereof,
5) S59°45'11"W, a distance of 10.98 feet to a 3/8-inch iron rod found for an angle point hereof,
6) S59°46'32"E, a distance of 382.10 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,
7) S57°54'50"E, a distance of 543.74 feet to a railroad spike found for an angle point hereof,
8) S46°05'11"E, a distance of 1423.96 feet to a railroad spike found for an angle point hereof, and
9) S45°40'02"E, a distance of 256.25 feet to a 5/8-inch iron rod found at a corner in the west right-of-way line of S Interstate Highway 35E (right-of-way varies), and being the southeast corner of said Pioneer Concrete tract, and being the northeast corner of the remainder of said United Presbyterian 202.85 acre tract;

THENCE, with the west right-of-way line of said S IH 35E and the east line of said United Presbyterian 202.85 acre tract, the following three (3) courses and distances:

1) S01°33'25"E, a distance of 6.04 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,
2) S44°16'38"W, a distance of 40.03 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, and
3) S26°12'54"E, a distance of 85.41 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, said point being at the north corner of a called 0.023 acre tract (described as Part 2) conveyed to the State of Texas in Document No. 2023488 of the Official Public Records of Ellis County, Texas (O.P.R.E.C.T.);

THENCE, with the west right-of-way line of said S IH 35E and the east line of said 0.023 acre State of Texas tract, over and across said United Presbyterian 202.85 acre tract, S04°31'52"E, a distance of 247.04 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a non-tangent point of curvature hereof, said point being at the south corner of said 0.023 acre State of Texas tract, and being interior ell-corner hereof, and being in the east line of said United Presbyterian 202.85 acre tract;

THENCE, with the west right-of-way line of said S IH 35E and the east line of said United Presbyterian 202.85 acre tract, along the arc of a curve to the left, whose radius is 5894.58 feet, whose arc length is 275.92 feet and whose chord bears S04°31'52"E, a distance of 275.90 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being the north corner of a called 0.048 acre tract (described as Part 1) conveyed to the State of Texas in Document No. 2023488 (O.P.R.E.C.T.);

THENCE, with the west right-of-way line of said S IH 35E and the east line of said 0.048 acre State of Texas tract, over and across said United Presbyterian 202.85 acre tract, the following two (2) courses and distances:

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1) S04°31'52"E, a distance of 327.68 feet to a 5/8-inch iron rod with aluminum TxDot cap found for an angle point hereof, and
2) N83°55'52"E, a distance of 13.17 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the southeast corner of said 0.048 acre State of Texas tract, and being interior ell-corner hereof, and being in the east line of said United Presbyterian 202.85 acre tract;

THENCE, with the west right-of-way line of said S IH 35E, in part with the east line of said United Presbyterian 202.85 acre tract, and in part with the east line of said Walton 0.784 acre tract, the following six (6) courses and distances:

1) S06°07'58"E, a distance of 279.07 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
2) S43°31'28"W, a distance of 67.82 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof,
3) S00°52'49"W, passing at a distance of 38.89 feet, a mag nail found at the common east corner of said Walton 0.784 acre tract and said United Presbyterian 202.85 acre tract, and continuing for a total distance of 72.22 feet to a 1/2-inch iron rod with "GMCivil" cap found for an angle point hereof,
4) S43°44'28"E, a distance of 77.18 feet to a leaning 1/2-inch iron rod found for an angle point hereof, and
5) S31°19'20"E, a distance of 72.00 feet to a 1/2-inch iron rod with "GMCivil" cap found for an angle point hereof, said point being at the intersection of the north right-of-way line of Kelly Bend (50' right-of-way, dedicated as a called 0.543 acre tract conveyed to the City of Waxahachie in Volume 570, Page 864 (D.R.E.C.T.)), and being the southeast corner of said Walton 0.584 acre tract;

THENCE, leaving the west right-of-way line of said IH 35E, with the north and east right-of-way lines of said Kelly Bend and the south and west lines of said Walton 0.584 acre tract, the following two (2) courses and distances:

1) S79°20'23"W, a distance of 225.03 feet to a 1/2-inch iron rod found for an angle point hereof, and
2) N12°12'57"W, a distance of 195.90 feet to a mag nail found in Brookside Road (no right-of-way information found), and being in the south line of said United Presbyterian 202.85 acre tract;

THENCE, with the approximate centerline of said Brookside Road, with the south line of said United Presbyterian 202.85 acre tract, and in part with the north line of a called 125 acre tract conveyed to J.C. Kelley et Ux. in Volume 404, Page 324 (D.R.E.C.T.), the following two (2) courses and distances:

1) S89°44'51"W, a distance of 665.14 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, and
2) S58°31'10"W, a distance of 237.35 feet to a calculated point for an exterior ell corner hereof, said point being the southeast corner of a 23.4' right-of-way dedication, as shown on the proposed plat of Lot 1, Block "A", United Presbyterian Addition;

THENCE, over and across said United Presbyterian 202.85 acre tract, with the exterior line of Lot 1, Block "A" of said proposed United Presbyterian Addition, the following three (3) courses and distances:

1) N27°59'46"W, a distance of 270.10 feet to a 1/2-inch iron rod with "TXRCS" cap found for an interior ell corner hereof,
2) S58°33'11"W, a distance of 248.18 feet to a 1/2-inch iron rod with "TXRCS" cap found for an interior ell corner hereof, and
3) S28°01'36"E, a distance of 270.24 feet to a calculated point for an exterior ell corner hereof, said point being in the approximate centerline of said Brookside Road, and being in the south line of said United Presbyterian 202.85 acre tract, and being in the north line of said 125 acre Kelley tract;

THENCE, with the approximate centerline of said Brookside Road, with the south line of said United Presbyterian 202.85 acre tract, in part with the north line of said 125 acre Kelley tract, in part with the north line of a called 122.35 acre tract conveyed to Robert L. Beer in Volume 351, Page 107 (D.R.E.C.T.), and in part with the north line of a portion of Brookside Road dedicated per plat of Brookside Addition, recorded in Cabinet B, Slide 329 of the Plat Records of Ellis County, Texas (P.R.E.C.T.), S58°31'10"W, a distance of 1,496.80 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof, said point being at the common south corner of said 202.85 acre United Presbyterian tract and said Walton 1040.641 acre tract;

THENCE, with the northwest right-of-way line of said Brookside Drive and the south line of said Walton 1040.641 acre tract, S58°06'41"W, a distance of 4.10 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof, said point being a corner in the north line of said Walton 117.601 acre tract;

THENCE, with the north line of said Walton 117.601 acre tract, in part with the western right-of-way terminus of said Brookside Drive, and in part with the west line of Lot 4, Block 1 of said Brookside Addition, S31°25'29"E, a distance of 175.01 feet to a 1/2-inch iron rod found for an angle point hereof;

THENCE, with the north line of said Walton 117.601 acre tract, in part with the south line of Block 1 of said Brookside Addition, in part with the south line of a called 0.4304 acre tract conveyed to Monica Davis Watkins in Document No. 1607336 (O.P.R.E.C.T.), in part with the south line of a called 0.515 acre tract conveyed to Just Settle Investments, LLC, in Document No. 2120031 (O.P.R.E.C.T.), and in part with the south and east lines of a called 0.4309 acre tract conveyed to Katy R. Ryan and Bobby Hopgood in Volume 2512, Page 1420 (O.P.R.E.C.T.), the following two (2) courses and distances:

1) N58°34'31"E, a distance of 998.68 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
2) N31°25'29"W, a distance of 150.17 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of Brookside Road (no recording information found), and being the common north corner of said Ryan-Hopgood tract and said Walton 117.601 acre tract;

THENCE, with the south line of said Brookside Road and the north line of said Walton 117.601 acre tract, N58°37'26"E, a distance of 40.17 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the northwest corner of a called 0.4312 acre tract conveyed to Jose Antonio Tovar, Jr., et ux., in Document No. 2100249 (O.P.R.E.C.T.);

THENCE, with the common line of said Tovar Jr. tract and said Walton 117.601 acre tract, the following two (2) courses and distances:

1) S31°25'29"E, a distance of 150.14 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, and
2) N58°34'31"E, a distance of 125.17 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being at the southwest corner of a called 0.5039 acre tract conveyed to Martha Kelley and Michael W. Anderson in Document No. 2033656 (O.P.R.E.C.T.), and being a southwest corner of said Walton 6.035 acre tract;

THENCE, with the north line of said Walton 6.035 acre tract, in part with the south line of said Anderson tract, in part with the south line of a called 0.5043 acre tract conveyed to Jose Alcala, Jr., et ux, in Document No. 2024098 (O.P.R.E.C.T.), in part with the south line of a called 0.517 acre tract conveyed to Deborah J. Timmerman in Document No. 2155833 (O.P.R.E.C.T.), in part with the south line of a called 0.0.47 acre tract (per ECAD) conveyed to Barbara A. Owens in Volume 2613, Page 1235 (O.P.R.E.C.T.), in part with the south line of a called 0.4860 acre tract conveyed to Kathy L. Kacal in Document No. 2236184 (O.P.R.E.C.T.), in part with the south line of a called 0.4304 acre tract and a called 0.4860 acre tract conveyed to Randall Wrey Adlof et al. in Document No. 2409235 (O.P.R.E.C.T.), the following three (3) courses and distances:

1) N58°35'07"E, a distance of 712.59 feet to a 1/2-inch iron pipe found for an angle point hereof, and
2) N60°53'27"E, a distance of 80.03 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being a corner in the north line of said Kelley 21.654 acre tract, and being the southeast corner of said Adlof tract;

THENCE, with the common line of said Adlof tract and said Kelley 21.654 acre tract, N00°31'13"W, a distance of 149.81 feet to a 1/2-inch iron rod with "4466" cap found for an angle point hereof, said point being in the apparent south line of said Brookside Drive;

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THENCE, with the apparent south line of said Brookside Drive and the north line of said Kelley 21.654 acre tract, N89°34’51”E, a distance of 50.30 feet to a 1/2-inch iron rod with "4466" cap found for an angle point hereof, said point being the northwest corner of said Kelley 0.465 acre tract;

THENCE, with the apparent south line of said Brookside Drive, in part with the north line of Kelley 0.465 acre tract, in part with the north line of said 0.034 acre Kelley Probate tract, in part with the north line of said Kelley 0.40 acre tract, in part with the north line of said Kelley 0.52 acre tract, and in part with the north line of said Kelley 21.654 acre tract, N89°46’43”E, a distance of 501.04 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the west right-of-way line of said Kelley Bend, and being the northeast corner of said Kelley 21.654 acre tract;

THENCE, with the west right-of-way line of said Kelley Bend and the east line of said Kelley 21.654 acre tract, S12°10’56”E, a distance of 153.42 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the northeast corner of said Walton 6.035 acre tract;

THENCE, with the west and south right-of-way lines of said Kelly Bend and the east line of said Walton 6.035 acre tract, the following two (2) courses and distances:

1) S12°09'43"E, a distance of 81.04 feet to a 1/2-inch iron rod found for an angle point hereof, and
2) N79°10'06"E, a distance of 23.04 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, said point being the northwest corner of Lot 1 of Kelley Bend Addition, recorded in Document No. 2229331 (O.P.R.E.C.T.);

THENCE, leaving the south right-of-way line of said Kelly Bend, with the common line of said Lot 1 and said Walton 6.035 acre tract, S02°12'06"E, a distance of 69.47 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, said point being the southeast corner of said Walton 6.035 acre tract;

THENCE, with the south line of said Walton 6.035 acre tract, the following two (2) courses and distances:

1) S76°00'30"W, a distance of 547.94 feet to a 1/2-inch iron rod with "TXRCS" cap found for a point of curvature hereof, and
2) along the arc of a curve to the left, whose radius is 1420.00 feet, whose arc length is 738.91 feet and whose chord bears S61°06'17"W, a distance of 730.60 feet to a 11/2-inch iron rod with "TXRCS" cap found for an angle point hereof, said point being in the west line of said Kelley 21.654 acre tract, and being the east line of said Walton 117.601 acre tract, and being the southwest corner of said Walton 6.035 acre tract;

THENCE, with the east line of said Walton 117.601 acre tract, in part with the west line of said Kelley 21.654 acre tract, and in part with the west line of the remainder of a called 140.0 acre tract conveyed to Jack C. Kelley in Volume 404, Page 324 (D.R.T.C.T.), S31°10'08"E, passing at a distance of 576.57 feet, a 1/2-inch iron rod with "TXRCS" cap found at the southwest corner of said Kelley 21.654 acre tract, and continuing a total distance of 2104.57 feet to a calculated point for an angle point hereof, said point being in the north line of a called 140 acres conveyed to Alvin Riddle in Document No. 2001355 ((O.P.R.E.C.T.), said tract previously described in Volume 290, Page 172 (D.R.E.C.T.)), from which a 1/2-inch iron rod found bears, S31°10’08”E, a distance of 2.05 feet, and also from which, a 1/2-inch iron pipe found in the west right-of-way line of said E IH 35, and being the common east corner of said Riddle tract and said Kelley 140 acre tract bears, N59°45’10”E, a distance of 954.94 feet;

THENCE, with the south and west lines of said Walton 117.601 acre tract, in part with the north line of said Riddle tract, in part with the north line of a called 10.00 acre tract conveyed to Melissa Mims in Volume 2139, Page 2147 (O.P.R.E.C.T.), in part with the east line of a called 265.36 acre tract (described as Tract 1) conveyed to Nay Trust B in Volume 2739, Page 149 (O.P.R.E.C.T.), and in part with the east line of a called 2.113 acre tract conveyed to Terry L. Nay et ux in Volume 1621, Page 662 (O.P.R.E.C.T.), the following two (2) courses and distances:

1) S59°45'10"W, passing at a distance of 1,241.47 feet, a 1/2-inch iron rod found at the northeast corner of said Mims tract, and continuing for a total distance of 2106.54 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
2) N31°44'12"W, a distance of 2482.55 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being in the south line of said Walton 1040.641 acre tract, and being at the common north corner of said Nay 2.113 acre tract and said Walton 117.601 acre tract;

THENCE, with the south line of said Walton 1040.641 acre tract, the following two (2) courses and distances:

1) S58°06'26"W, a distance of 1071.43 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
2) S04°10'55"E, a distance of 1491.37 feet to a calculated point (could not access) for an angle point hereof, said point being at a corner in the common line of said Nay Trust B tract and said Walton 1040.641 acre tract;

THENCE, with the common line of said Nay Trust B tract and said Walton 1040.641 acre tract, the following two (2) courses and distances:

1) S31°27'06"E, a distance of 214.04 feet to a calculated point (could not access) for an angle point hereof, and
2) S58°26'51"W, a distance of 1456.33 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the northeast corner of said Walton 141.524 acre tract;

THENCE, with the common line of said Nay Trust B tract and said Walton 141.524 acre tract, S30°58'46"E, a distance of 2323.48 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the northwest corner of a called 40.889 acre tract conveyed to H H Land and Livestock, LLC, in Document No. 2310892 (O.P.R.E.C.T.);

THENCE, with the common line of said H H Land and Livestock tract and said Walton 141.524 acre tract, S02°15'12"E, a distance of 25.10 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the north corner of a called 0.7798 acre tract (described as Tract 3) conveyed to Hiram Clay Schoolfield in Volume 2424, Page 1248 (O.P.R.E.C.T.);

THENCE, with the common line of said Schoolfield tract and said Walton 141.524 acre tract, S18°58'34"E, a distance of 816.39 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the common south corner of said Schoolfield tract and said H H Land and Livestock tract;

THENCE, with the common line of said H H Land and Livestock tract and said Walton 141.524 acre tract, S12°44'24"E, a distance of 19.10 feet to a calculated point (that falls inside a cedar fence post) for an angle point hereof, said point being at the north corner of a called 0.2831 acre tract (described as Tract 2) conveyed to Hiram Clay Schoolfield in Volume 2424, Page 1248 (O.P.R.E.C.T.);

THENCE, with the east line of said Walton 141.524 acre tract, in part with the west line of said Schoolfield Tract 2, and in part with the west line of a called 0.7778 acre tract (described as Tract Two) conveyed to Hiram Clay and Haley Elizabeth Schoolfield in Document No. 2032588 (O.P.R.E.C.T.), S08°46'42"E, a distance of 855.86 feet to a 1/2-inch iron rod with illegible cap found for the southeast corner hereof, said point being in the north right-of-way line of Farm To Market Road 1446 (80’ right-of-way), and being the southwest corner of a called 3.222 acre tract (described as Tract One) conveyed to Hiram Clay and Haley Elizabeth Schoolfield in Document No. 2032588 (O.P.R.E.C.T.), and being the south corner of said Schoolfield 0.7778 acre tract, and being the southeast corner of said Walton 141.524 acre tract;

THENCE, with the north right-of-way line of said FM 1446 and the south line of said Walton 141.524 acre tract, the following three (3) courses and distances:

1) S84°07'57"W, a distance of 1056.19 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a non-tangent point of curvature hereof,
2) along the arc of a curve to the left, whose radius is 1949.86 feet, whose arc length is 262.11 feet and whose chord bears S80°07'00"W, a distance of 261.91 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of tangency hereof, and

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3) S76°15'57"W, a distance of 16.06 feet to a 1/2-inch iron rod with "4Ward Bour cap set for an angle point hereof, said point being a corner in the north right-c line of said FM 1446, and being the southwest corner of said Walton 141.52 tract;

THENCE, with the west line of said Walton 141.524 acre tract, in part with the north ri line of said FM 1446, in part with the east line of a called 195.17 acre tract conveye Family Limited Partnership, Ltd., in Document No. 1810238 (O.P.R.E.C.T.), and in pa east line of a called 3.677 acre tract (described as Tract Two) conveyed to Jeffrey Jeanette Marie Frazier in Volume 2048, Page 1588 (O.P.R.E.C.T.), N31°29'42"W, a c 3390.11 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point h point being an angle point in the west line of said Frazier Tract Two, and being a co south line of a called 300.765 acre tract (described as Tract One) conveyed to Jeffre Jeanette Marie Frazier in Volume 2048, Page 1588 (O.P.R.E.C.T.);

THENCE, with the common line of said Frazier Tract One and said Walton 141.524 N58°27'20"E, a distance of 660.47 feet to a 1/2-inch iron rod found for an angle po said point being at the southwest corner of said Walton 1040.641 acre tract;

THENCE, with the common line of said Frazier Tract One and said Walton 1040.641 N30°52'03"W, a distance of 2132.75 feet to a 1/2-inch iron rod found for an angle pc said point being at the southeast corner of said Walton 398.282 acre tract;

THENCE, with the common line of said Frazier Tract One and said Walton 398.282 S59°05'08"W, a distance of 3095.58 feet to a 1/2-inch iron rod found for an angle pc said point being at the northeast corner of said Walton 99.991 acre tract;

THENCE, leaving the common line of said Frazier Tract One and said Walton 398.282 over and across said Frazier Tract One, with the east and south lines of said Walton 9 tract, the following two (2) courses and distances:

1) S30°52'38"E, a distance of 1419.83 feet to a 1/2-inch iron rod with "4Ward Bour cap set for an angle point hereof, and
2) S59°04'23"W, a distance of 3067.84 feet to a 1/2-inch iron rod found fo southwest corner hereof, said point being in Lone Elm Road (no right-c dedication found), and being in the east line of a called 30.000 acre tract con to Andrew Philip and Portia R. Wood in Volume 2646, Page 993 (O.P.R.T.C.T. being the southwest corner of said Walton 99.991 acre tract;

THENCE, along Lone Elm Road, in part with the east line of said Wood 30.00 acre tr with the east line of a called 132.09 acre tract conveyed to Richard E. Wood in Volume 1040 (D.R.E.C.T.), in part with the west line of said Walton 99.991 acre tract, and in pa west line of said Walton 398.282 acre tract, N30°52'01"W, a distance of 2347.95 fee nail with "4Ward Boundary" washer set for an angle point hereof, said point be

›rtheast corner of said Wood 132.09 acre tract, and being the southeast corner of a portion of ne Elm Road dedicated by plat of Lone Elm Addition, recorded in Cabinet J, Slide 529 .R.E.C.T.), from which a 1/2-inch iron rod with illegible cap found at the southwest corner of e terminus of Lone Elm Road, and being in the north line of said Woods 132.09 acre tract, and ›ing the southeast corner Lot 13, Block A of said Lone Elm Addition bears, S57°39'11"W, a stance of 60.03 feet;

IENCE, with the east right-of-way line of said Lone Elm Road and the west line of said Walton 8.282 acre tract, N30°37'13"W, a distance of 1069.49 feet to a mag nail with "4Ward ›undary" washer set for an angle point hereof, said point being a corner in the east right-of-ay line of said Lone Elm Road, and being in the south line of said Walton 182.727 acre tract;

IENCE, with the east and north right-of-way line of said Lone Elm Road and the west line of said alton 182.727 acre tract, the following eight (8) courses and distances:

1) S59°17'24"W, a distance of 9.44 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof,
2) N36°25'33"W, a distance of 137.69 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof,
3) N31°48'27"W, a distance of 526.65 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof,
4) N36°30'52"W, a distance of 390.49 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof,
5) N28°06'50"W, a distance of 116.45 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof,
6) N20°10'56"W, a distance of 238.37 feet to a mag nail with "4Ward Boundary" washer set for a non-tangent point of curvature hereof,
7) along the arc of a curve to the left, whose radius is 135.00 feet, whose arc length is 235.09 feet and whose chord bears N69°39'42"W, a distance of 206.49 feet to a mag nail with "4Ward Boundary" washer set for a point of tangency hereof, and
8) S60°27'03"W, a distance of 239.14 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof, said point being at the northwest terminus of the portion of Lone Elm Road dedicated in said Lone Elm Addition, and being the southeast corner of a called 5.0854 acre tract conveyed to Jerry Allen Bowman, II, in Document No. 1633911 (O.P.R.E.C.T.), from which a 5/8-inch iron rod found in the western terminus of the portion of Lone Elm Road dedicated in said Lone Elm Addition, and being the northeast corner of a Lot 1 of Green Meadows, recorded in Cabinet A, Slide 443 (P.R.E.C.T.) bears, S38°02'45"E, a distance of 23.50 feet;

IENCE, with the east line of said Bowman tract, in part with the west line of said Walton 182.727 re tract, and in part with the west line of said Walton 681.000 acre tract, the following two (2) urses and distances:

1) N38°09'48"W, a distance of 30.25 feet to a 1/2-inch iron rod found for an angle point hereof, and
2) N31°37'11"W, a distance of 1519.64 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the south line of said Walton 151.499 acre tract;

THENCE, with the south line of said Walton 151.499 acre tract, in part with the north lien of said Bowman tract, in part with the north line of a called 25.01 acre tract conveyed to Randy Durret in Volume 804, Page 894 (D.R.E.C.T.), in part with the north line of a called 2 acre tract conveyed to Robin Adams in Document No. 1522248 (O.P.R.E.C.T.), in part with the north line of a called 2 acre tract conveyed to Robin Adams in Document No. 1522248 (O.P.R.E.C.T.), in part with the north line of a called 5.0 acre tract conveyed to Leila A. & Frank D. Boehler in Document No. 2139801 (O.P.R.E.C.T.), and in part with the north line of a called 5.00 acre tract (described as Tract 3-C) conveyed to the Joseph C. & Cynthia A. Murray Revocable Living Trust in Volume 2431, Page 1374 (O.P.R.E.C.T.), S58°48'23"W, a distance of 1266.43 feet to a 1.5-inch iron pipe found for an angle point hereof, said point being at the northeast corner of a called 4.986 acre tract conveyed to Robert W. & Roberta J. Shields in Volume 1692, Page 1170 (O.P.R.E.C.T.), and being the southeast corner of a called 23.699 acre tract conveyed to the Gary & Catherine Pohlman Revocable Living Trust in Volume 2570, Page 766 (O.P.R.E.C.T.), and being the northwest corner of said Murray tract, and being the southwest corner of said Walton 151.499 acre tract;

THENCE, with the west line of said Walton 151.499 acre tract, in part with the east line of said Pohlman tract, in part with the east line of a called 13.191 acre tract conveyed to Richard D. & Jamie N. Huffman in Document No. 1622238 (O.P.R.T.C.T.), in part with the east line of a called 5.48 acre tract conveyed to Sharon Hobbs in Document No. 1521807 (O.P.R.E.C.T.), and in part with the east line of a called 119.3 acre tract conveyed to Pitts Waxahachie Farm, LLC, in Document No. 2241200 (O.P.E.T.C.T.), the following three (3) courses and distances:

1) N31°16'00"W, a distance of 1466.49 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, from which a 1/2-inch iron rod found bears, N43°25'09"E, a distance of 2.36 feet,
2) N58°19'00"E, a distance of 672.39 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
3) N31°00'16"W, a distance of 2104.72 feet to a 1/2-inch iron rod with "Texas Surveying" cap found for an angle point hereof, said point being in the east line of said Pitts Waxahachie Farm tract, and being the southwest corner of a called 1.344 acre tract conveyed to Rodolfo & Crystal Santos, in Document No. 2405568 (O.P.R.E.C.T.);

THENCE, with the common line of said Santos tract and said Walton 151.499 acre tract, the following two (2) courses and distances:

1) N59°45'47"E, a distance of 246.19 feet to a 1/2-inch iron rod with "Texas Surveying" cap found for an angle point hereof, and

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

2) N19°07'26"W, passing at a distance of 216.24 feet, a 1/2-inch iron rod with "Texas Surveying" cap found, and continuing for a total distance of 225.94 feet to a calculated point for an angle point hereof, said point being in the record south right-of-way line of said Lone Elm Road, and being the common north corner of said Santos tract and said Walton 151.499 acre tract;

THENCE, with the record south right-of-way line of said Lone Elm Road and the north line of said Walton 151.499 acre tract, N58°10'45"E, a distance of 778.11 feet to a calculated point for an angle point hereof, said point being at the northwest corner of a called 10.338 acre tract conveyed to Tyler Shane Boston in Document No. 2236270 (O.P.R.E.C.T.);

THENCE, leaving the record south right-of-way line of said Lone Elm Road, with the common line of said Boston tract and said Walton 151.499 acre tract, the following two (2) courses and distances:

1) S23°02'00"E, passing at a distance of 30.21 feet, a 1/2-inch iron rod with "4466" cap found, and continuing for a total distance of 1040.16 feet to a 1/2-inch iron rod with "4466" cap found for an angle point hereof, and
2) S32°49'28"E, a distance of 600.03 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof;

THENCE, with the north line of said Walton 151.499 acre tract, in part with the south line of said Boston tract, in part with the south line of a called 10.339 acre tract conveyed Dawn Knox in Volume 2791, Page 1504 (O.P.R.E.C.T.), and in part with the south line of a called 11.17 acre tract conveyed to Jeffery S. & Marci L. Coker in Document No. 1617992 (O.P.R.T.C.T.), N60°11'34"E, a distance of 947.57 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, said point being in the west line of said Walton 681.000 acre tract, and being the southeast corner of said Coker tract;

THENCE, with the common line of said Coker tract and said Walton 681.000 acre tract, N31°20'06"W, a distance of 1060.01 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, said point being at the southwest corner of a called 10.059 acre tract conveyed to Jose Felipe & Maria Del Carmen Martinez in Document No. 1630566 (O.P.R.E.C.T.);

THENCE, with the north line of said Walton 681.000 acre tract, in part with the south line of said Martinez tract, in part with the south line of a called 10.059 acre tract conveyed to the Joe & Barbara Bourland in Volume 2559, Page 2122 (O.P.R.E.C.T.), in part with the south line of the remainder of a called 20.586 acre tract conveyed to David K. Justus in Document No. 1601589 (O.P.R.E.C.T.), and in part with the south line of a called 10.01 acre tract conveyed to James Coy Roden, III, et ux, in Document No. 1824450 (O.P.R.E.C.T.), the following two courses and distances:

1) N58°36'32"E, a distance of 1893.07 feet to a calculated point for an angle point hereof, and
2) N31°38'43"W, a distance of 11.05 feet to a calculated point for an angle point hereof, said point being in the east line of said Roden tract, and being the southwest corner of a called 8 acre tract conveyed to Iglesia Vaquera in Volume 2504, Page 889 (O.P.R.E.C.T.);

THENCE, with the common line said Vaquera tract and said Walton 681.000 acre tract, N58°36'28"E, a distance of 289.71 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of the remainder of a called 26.34 acre tract conveyed to Nelson C. Ridgeway in Volume 1118, Page 464 (D.R.E.C.T.);

THENCE, with the common line of said Ridgeway tract and said Walton 681.000 acre tract, N58°42'03"E, a distance of 600.93 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of a called 10.168 acre tract (described as Tract 1) conveyed to Rapeet Unarut in Volume 2517, Page 1086 (O.P.R.T.C.T.);

THENCE, with the common line of said Unarut Tract 1 and said Walton 681.000 acre tract, N58°37'19"E, a distance of 439.53 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of a called 3.0 acre tract (described as Tract 2) conveyed to Rapeet Unarut in Volume 2517, Page 1086 (O.P.R.T.C.T.);

THENCE, with the common line of said Unarut Tract 2 and said Walton 681.000 acre tract, N58°37'55"E, a distance of 372.91 feet to a 1/2-inch iron rod found for an angle point hereof;

THENCE, with the north line of said Walton 681.000 acre tract, in part with the east line of said Unarut Tract 2, in part with the east line of Memory Lane (a private road), in part with the east line of a called 1.12 acre tract conveyed to Thomas and Aashley Fabby in Document No. 2322724 (O.P.R.E.C.T.), in part with the east line of the remainder of said Morrow tract, and in part with the east line of a called 1.119 acre tract conveyed to Thomas Fabby in Volume 2146, Page 869 (O.P.R.E.C.T.), N31°19'00"W, a distance of 898.70 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the east line of said 1.119 Fabby tract, and being the southwest corner of said Knight tract;

THENCE, with the common line of said Knight tract and said Walton 681.000 acre tract, the following two (2) courses and distances:

1. N76°28'22"E, a distance of 416.20 feet to a 1/2-inch iron rod found for an angle point hereof, and
2. N22°05'46"W, a distance of 225.51 feet to the POINT OF BEGINNING and containing 3,169.5531 Acres (138,065,732 Sq. Ft.) of land more or less.

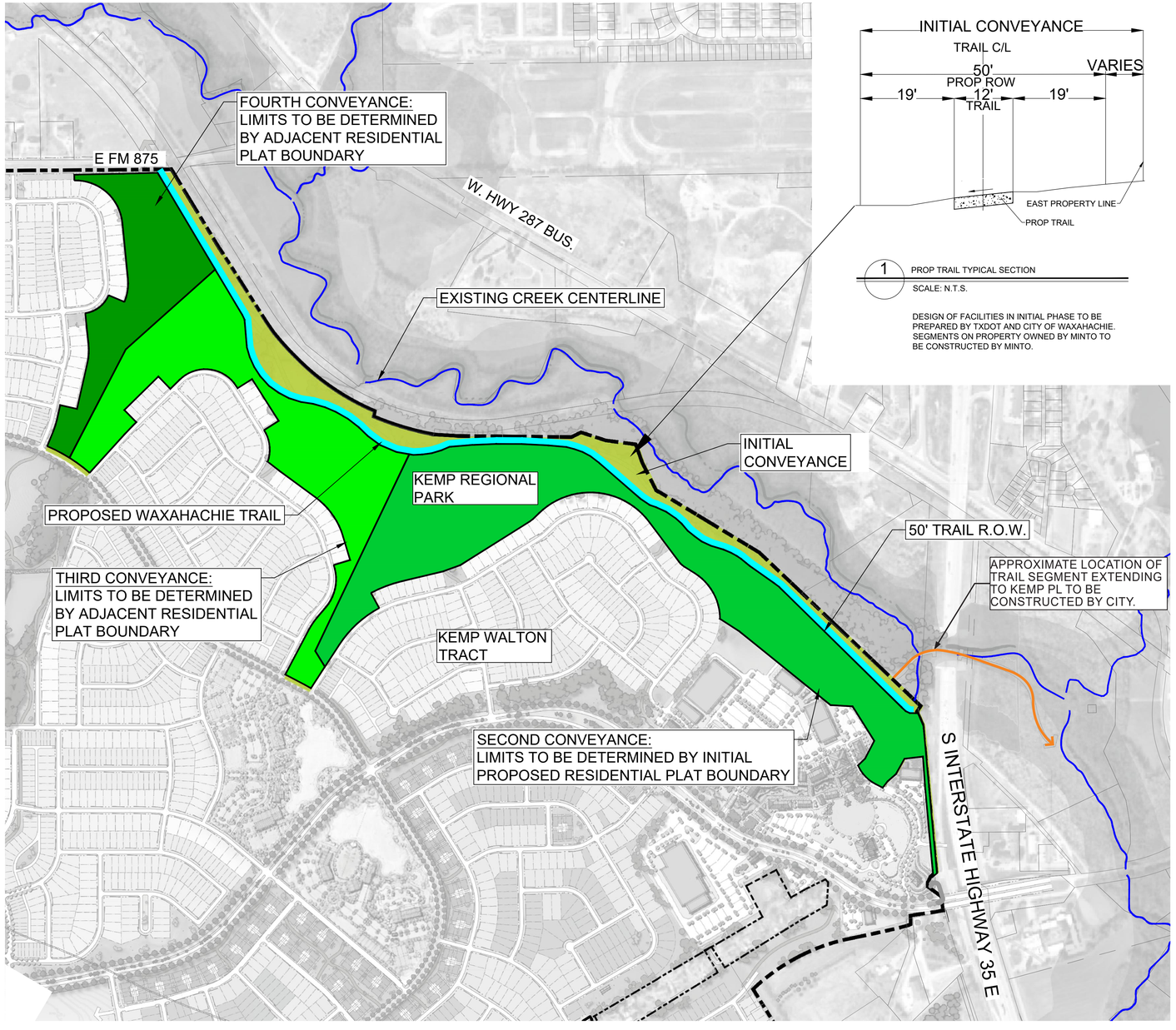
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, North Central Zone (4202); all distances were adjusted to surface using a combined scale factor of 1.000095939448. See attached sketch (reference drawing: 01893-rev2.dwg)

_____

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE



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KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
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PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821
TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT N
REGIONAL PARKS AND MIDLOTHIAN-WAXAHACHIE TRAIL DEDICATION

Planned Development

CLIENT

MINTO TEXAS LLC

N

0 500 1000

1"=1000'

PROJECT NUMBER:
010232001

DATE:
2025/10/28

SHEET:

minto TBG KFM

Kemp Tract

Exhibit N - Waxahachie-Midlothian Trail Reserve Conveyance

Waxahachie, Texas
01/08/2026

TBG
3232 e cesar chavez st
bldg 1, suite 100
austin, tx 78702

[512] 327 1011
tbgpartners.com

EXHIBIT O –DESIGN REQUIREMENTS

KEMP TRACT

DESIGN REQUIREMENTS



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RESIDENTIAL
DESIGN STANDARDS



EXISTING ARCHITECTURE IN WAXAHACHIE

Waxahachie has a rich portfolio of architectural styles distributed throughout the historic district and in the earlier developed communities. The newer developments exhibit a repetitive use of masonry and simplified modern styles that lead neighborhoods to feel monotonous. Kemp Tract's architectural vision is to bring a varying set of modern styles to the community. This approach will compliment the diverse architecture around Waxahachie to provide a distinct sense of place within the neighborhood.

Existing **Historical Architecture**













PROPOSED ARCHITECTURAL STYLES

Texas **Farmhouse**



Texas **Craftsman**



Texas **Hill Country**



Texas **Tudor**



Texas **Colonial Revival**



Texas **Victorian**



TEXAS
FARMHOUSE



TEXAS FARMHOUSE











All images are for inspiration purposes only and are meant to represent different design elements and components for each style & interpretation.

TEXAS FARMHOUSE ARCHITECTURAL DESIGN



TEXAS FARMHOUSE

Farmhouse style architecture is easily identified by its simple, functional and well-proportioned forms that are box-like and have minimal ornamentation. These homes have historically reflected a two-story massing with predominantly gabled roofs, roof dormers, and covered porches that provide utilitarian spaces without the extensive use of embellishment and ornamentation. Hipped roof forms are occasionally incorporated at covered entries, especially on wrap-around porches.

Key Elements:

Tier 1: Defining Characteristics

Must include all 3 — these are non-negotiable to maintain style integrity.

1. Simple Gable Roof Form(s) incorporating at least an 8:12 Pitch, with lower pitches allowed for main roof forms
2. Board & Batten or Lap Siding in Cement Fiber.
3. Tall, Narrow Windows with Multiple Panes are traditional, optional black or dark bronze frames with or without divided lights for a modern twist.

Tier 2: Strong Style Reinforcers

Must include at least 2 — highly recommended for authenticity.

4. Brick (Painted or Natural) Maximum 90%
5. Covered Front Porch with Simple Columns that are 8x8 minimum (6x6 may be incorporated if unique from other styles) and showcase modern profiles.
6. Standing Seam Metal Roof Accents.
7. Low-pitched (3-4:12 pitch) shed roof accents, or covered porches.
8. Accent dormers or window awnings.

Tier 3: Enhancements

Must include at least 1 — use to create variety or reinforce details.

9. Exposed Rafters or Rafter Tails
10. Shiplap or Horizontal Siding Accents
11. Simple Window Trim with Header Cap
12. Open Gable Ends with Decorative Brackets
13. Minimal Eave Overhangs with fascia and soffit painted the same color and provide high contrast to the monochromatic color palette

TEXAS FARMHOUSE DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Farmhouse style may be expressed in various ways to relate to a parcel's immediate context.



Traditional

Elevation reflect more **historical** siding treatments and detailing. A monochromatic color palette allow for subtle enhancements like the **wrap-around porch, standing-seam metal roof, and window awnings** to become strong focal points that define this style.

Transitional

The overall form and massing is familiar, but **windows packages** are grouped together to become strong visual components, **column details** are refined and introduce modern profiles and connection details, and dark **fascia** provides **high contrast** to an otherwise monochromatic color palette that highlights the simplistic forms of this style.

Bold

The overall form and massing is familiar, but material and window expressions create an **asymmetrical** image for a more **contemporary** feel. Materials are strategically placed to provide high contrast in **color and texture** to create interest and provide a more varied streetscape. Colors and materials are more **playful and unexpected.**

TEXAS FARMHOUSE PRODUCT MATRIX

Rear Loaded Garage

2 - Story



30' Wide Home

Front Loaded Garage

2 - Story



40' Wide Home

1 - Story



30' Wide Home

1 - Story



40' Wide Home

TEXAS
CRAFTSMAN



TEXAS CRAFTSMAN











All images are for inspiration purposes only and are meant to represent different design elements and components for each style & interpretation.

TEXAS CRAFTSMAN ARCHITECTURAL DESIGN



TEXAS CRAFTSMAN

The Craftsman architectural style is characterized by low-pitched one and two-story building volumes with wide overhangs and rakes extending horizontally across the home. Large, one-story covered porch volumes provide semi-private outdoor areas. Traditionally, eaves and rakes are commonly supported by beams, exposed rafter tails, brackets, out-lookers or corbels as decorative elements. For a more modern interpretation, these elements can be incorporated with simpler, more refined profiles that integrate today's materials for a current look and feel. Boxed soffits are not allowed with this style.

Key Elements:

Tier 1: Defining Characteristics
Must include all 3 — foundational to the Craftsman identity.

1. Low-Pitched Gabled Roofs (4:12-5-12 pitch) with Deep Overhangs (1'-6" to 2') – Often front-facing or cross-gabled with strong horizontal emphasis.
2. Exposed Rafters, Rafter Tails, or Decorative Brackets – Under eaves or gables; a hallmark detail of the style.
3. Windows with Divided Light in Upper Sash Only. The classic 3-over-1 or 4-over-1 window configuration

Tier 2: Strong Style Reinforcers
Must include at least 2 — key elements to build character.

4. Board & Batten or Lap or Shake Siding in Cement Fiber.
5. Wide, Inviting Front Porch – Should span at least one-third of the front façade; ideally integrated into the main roof.
6. Shake or Shingle Siding in Gables – Adds texture contrast to the main cladding. (Not Shown.)
7. Exaggerated Trim and Fascia Boards – Typically with layered build-up for a handcrafted look.
8. Decorative Gable Vents or Knee Braces – Often placed in front-facing gables. (Not Shown.)
9. Tapered Round or Square Columns on Pedestals (Stone or Masonry Base) – Supporting a wide front porch; usually set on substantial piers or bases.

Tier 3: Enhancements
Must include at least 1 — for variety and depth

10. Multi-Part Window Trim with Head Casing Detail – Adds architectural layering.
11. Brick or Stone Wainscot – At the foundation or on porch piers for grounding and material interest.*
12. Built-in Window Boxes or Planter Ledges – Enhances charm and garden ethos. (Not Shown.)
13. Dormers with Shed or Gable Roofs – Breaks up the roof line and provides upper-level light.
14. Offset or Asymmetrical Front Entry – A subtle nod to informal Craftsman charm.

*Note: Masonry for this style is Tier 3 and shall be a minimum of 10% and a maximum of 100%.

TEXAS CRAFTSMAN DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Craftsman style may be expressed in various ways to relate to a parcel's immediate context.



Traditional

Elevation reflect more **historic** siding treatments and detailing. Color palette and materials reflect **high-contrast** between trim and primary body colors. Structural elements feature modern **profiles, materials, and connections** to evoke a more current image. Window **lites/grilles** are simplified.

Transitional

The overall form and massing is familiar, but **windows packages** are grouped together to become strong visual components. Varying **material sizes and applications** create a more enhanced elevation.

Bold

The overall form and massing is familiar, and a **flat roof** is introduced to create a **contemporary** look and feel. Materials are strategically placed to provide high contrast in **color and texture.** Colors and materials are more **playful and unexpected.**

TEXAS CRAFTSMAN PRODUCT MATRIX

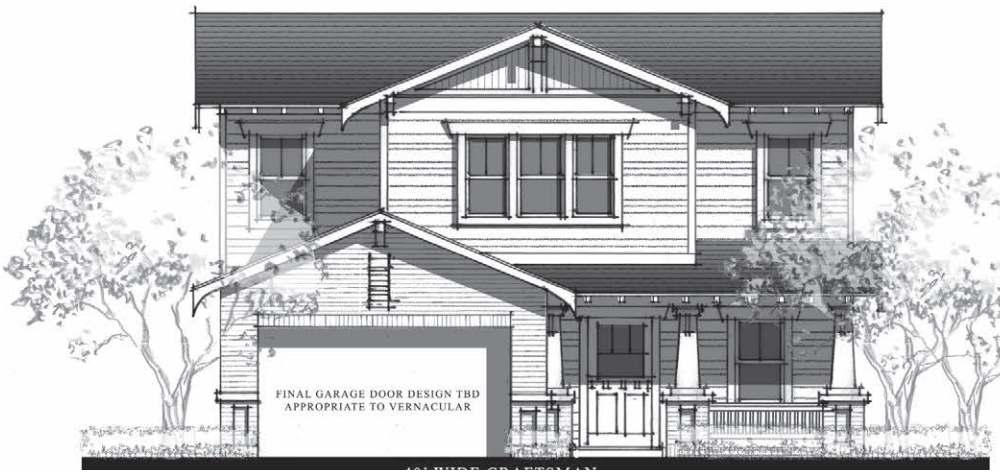
Rear Loaded Garage

Front Loaded Garage

2 - Story

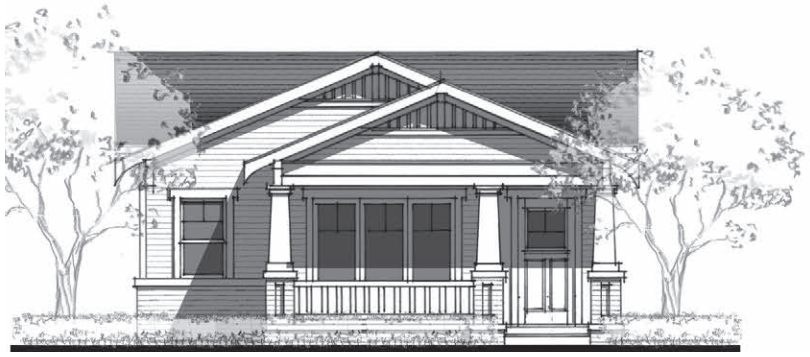


30' Wide Home



40' Wide Home

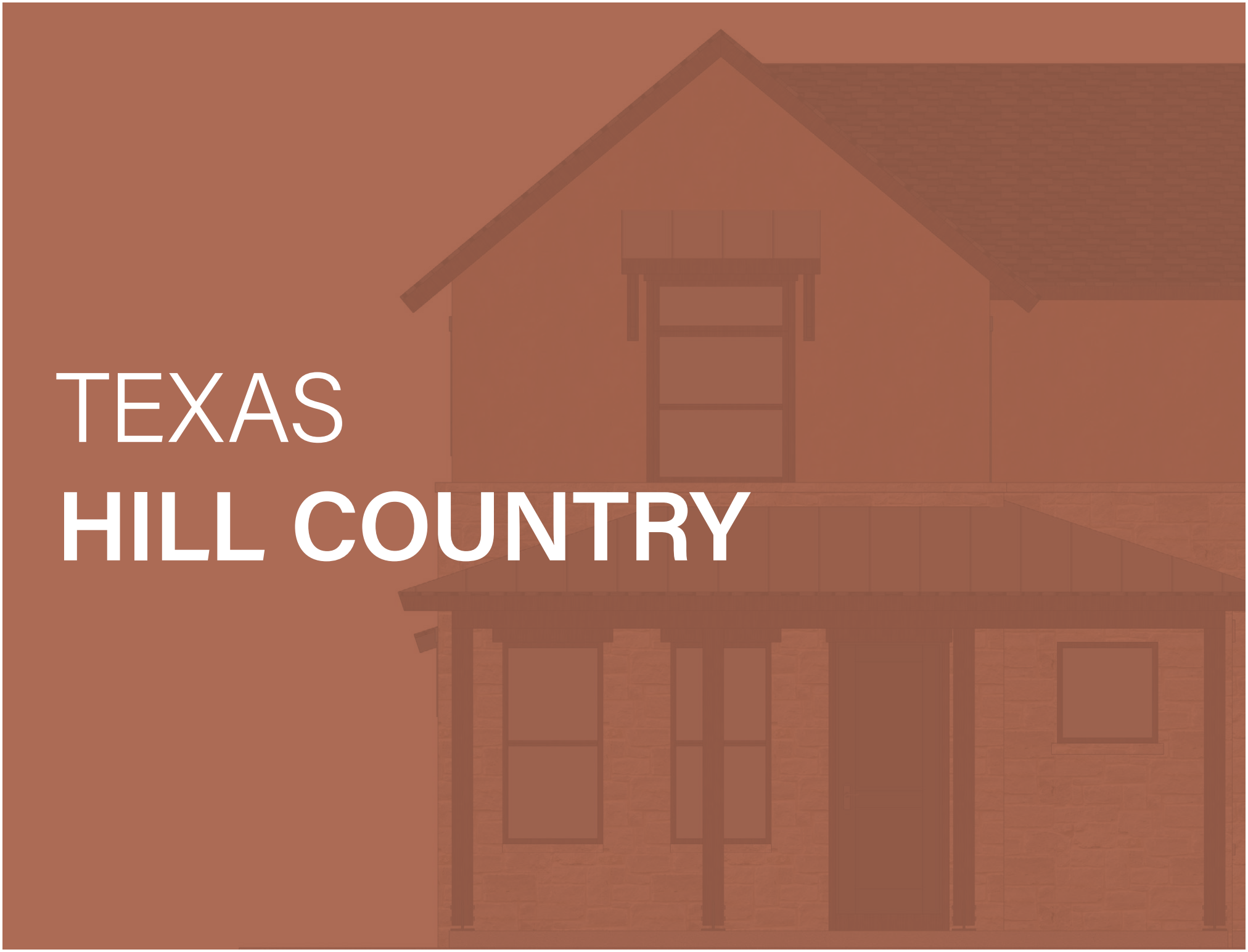
1 - Story



30' Wide Home



40' Wide Home


TEXAS
HILL COUNTRY

TEXAS HILL COUNTRY











All images are for inspiration purposes only and are meant to represent different design elements and components for each style & interpretation.

TEXAS HILL COUNTRY ARCHITECTURAL DESIGN



TEXAS HILL COUNTRY

Mix of traditional ranch and barn styles with a modern aesthetic. More rustic in nature with neutral to warm color pallets. Materials include stucco, rustic or smooth limestone and natural tone “wood” siding. Rustic wood and metal elements are key details for this style.

Key Elements:

Tier 1: Defining Characteristics
Must include both — Core identity elements.

1. Low-Pitched (5:12-8:12) Gable or Hipped Roofs – Often with broad overhangs, front-facing or side gables, evoking early ranch and mission forms.
2. Large, Narrow Windows with Minimal Trim – simple profiles without heavy casing and minimal or no divided lights.

Tier 2: Strong Style Reinforcers
Must include at least 2 — Essential for richness and variety.

3. Native or Native-Look Stone Facades – Limestone or rough-faced stone in warm, neutral tones.*
4. Natural Wood or Wood-Look Accents – Often seen in beams, brackets, entry doors, or porch posts; must appear authentic and warm.
5. Metal Roof or Metal Roof Accents – Standing seam or ribbed panels, typically in muted bronze, silver, or weathered tones.
6. Deep Covered Porches (Front or Back) – With thick timber or masonry columns; integral to indoor-outdoor lifestyle.
7. Timber Brackets (or a Timber look), Rafter Tails, or Corbels Under Eaves – Offers detail and shadow-play under roof lines.

Tier 3: Enhancements
Must include at least 1 — Regional flourishes and texture builders

8. Arched Entryways or Window Openings – Adds a nod to mission influences without becoming Mediterranean. (Not Shown.)
9. Board-and-Batten or Plank Siding Accents in Cement Fiber – Can be used on secondary masses or gables to break up stone facades. (Not Shown.)
10. Clerestory Windows or Transoms – Subtle modern twist that still honors Hill Country light and airflow.

*Note: Masonry for this style is shall be a minimum of 50% and a maximum of 100%.

TEXAS HILL COUNTRY DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Hill Country style may be expressed in various ways to relate to a parcel's immediate context.







Traditional

Elevation reflect more **regional** siding treatments and detailing. A monochromatic color palette allow for subtle enhancements like the **covered, standing-seam metal roof, and masonry** to become strong focal points that define this style.

Transitional

The overall form and massing is familiar, but **windows have minimal divided light** becoming strong visual components. **Columns** are refined and introduce modern profiles and connection details. **Metal brackets** are introduced and the secondary materials provides a strong modern balance.

Bold

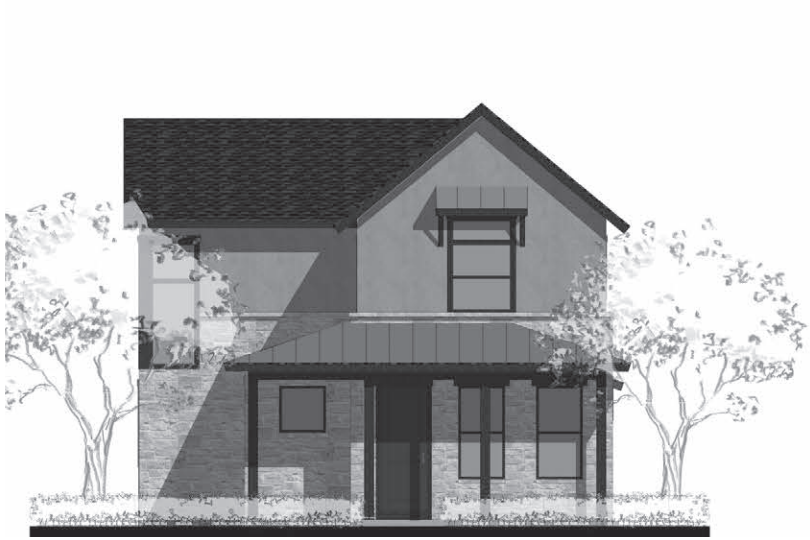
The overall form and massing is familiar, but material and window expressions create an **asymmetrical** image for a more **contemporary** feel. Materials are strategically placed to provide high contrast in **color and texture** to create interest and provide a more varied streetscape.

TEXAS HILL COUNTRY PRODUCT MATRIX

Rear Loaded Garage

Front Loaded Garage

2 - Story



30' Wide Home



40' Wide Home

1 - Story



30' Wide Home



40' Wide Home

TEXAS
TUDOR



TEXAS TUDOR











All images are for inspiration purposes only and are meant to represent different design elements and components for each style & interpretation.

TEXAS TUDOR ARCHITECTURAL DESIGN



TEXAS TUDOR

Influenced by classic European design, Tudor style homes evokes a cozy, rustic feel, often with elements like asymmetry and swooping roof line. Tudor homes typically have steeply pitched, gabled roofs, often with prominent dormer windows, giving a picturesque and dramatic look. Modern versions of Tudor homes might use lighter, more durable materials like smooth stucco, steel, or even glass in place of traditional brick and stone. The emphasis is on durability and low maintenance.

Key Elements:

Tier 1: Defining Characteristics
Must include both — absolutely essential to establish the style.

1. Steeply Pitched Gable Roofs 8:12 or more (Often Front-Facing) – Prominent, dramatic roof lines with a strong vertical emphasis.
2. Tall, Narrow Windows with Multiple Panes are fixed, single hung or casement and vertically oriented

Tier 2: Strong Style Reinforcers
Must include at least 2 — they bring the richness and nuance.

3. Masonry (Stone or Brick or Stucco) as Dominant Exterior Material – Typically limestone, fieldstone, or tumbled brick with a rustic or aged appearance.*
4. Half-Timbering Accents in Gables – Optional but highly recommended; typically darker wood tones contrasted with stucco or lighter fields. (Not Shown.)
5. Arched or Tudor-Arch Doorways – Flattened pointed arches or rounded arches over front doors or key windows. (Not Shown.)
6. Stone or Brick Chimney as a Visual Anchor – Ideally oversized and placed forward or visible from the street. (Not Shown.)
7. Board and Batten or Vertical Siding Accents – Simplified in secondary masses or gables; a rustic Texas twist on traditional Tudor paneling.
8. Brick Soldier Courses or Stone Lintels Over Windows – Subtle masonry detailing that evokes hand-built craftsmanship.

Tier 3: Enhancements
Must include at least 1 — regional variations and details.

9. Heavy Wood or Wood-Look Entry Doors – Often arched, plank-style, with iron hardware or strap hinges.
10. Recessed or Deeply Set Windows – Thick walls or trim details that imply deep-set construction.
11. Decorative Metal Light Fixtures and Hardware – Wrought iron or dark finishes for porch lighting, door knockers, etc. (Not Shown.)
12. Stone or brick window surrounds, used to accentuate and formalize windows.
13. Stepped or Asymmetrical Massing – Breaking up the overall form to mimic the organic growth of an old English house.

*Note: Masonry for this style is Tier 2 and shall be a minimum of 10% and a maximum of 100%.

TEXAS TUDOR DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Tudor style may be expressed in various ways to relate to a parcel's immediate context.



Traditional

Elevation reflect more **historical** siding treatments and detailing. A monochromatic color palette allow for subtle enhancements like the **curved entry, square muntin patterns, and steeply pitched roof** to become strong focal points that define this style.

Transitional

The overall form and massing is familiar, but **windows packages** are grouped together to become strong visual components, **column details** are refined and introduce modern profiles and connection details, and **standing-seam metal window awnings** to an otherwise monochromatic color palette that highlights the simplistic forms of this style.

Bold

The overall form and massing is familiar, but material and window expressions create an **asymmetrical** image for a more **contemporary** feel. Materials are strategically placed to provide high contrast in **color and texture** to create interest and provide a more varied streetscape. Colors and materials are more **modern.**

TEXAS TUDOR PRODUCT MATRIX

Rear Loaded Garage

Front Loaded Garage

2 - Story

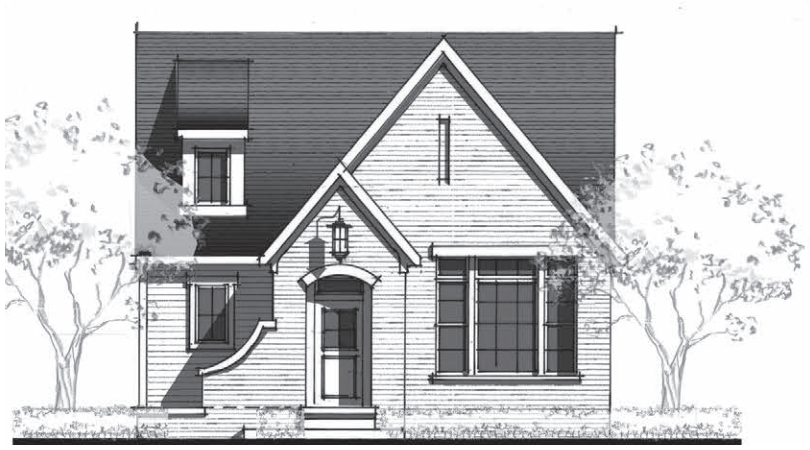


30' Wide Home



40' Wide Home

1 - Story



30' Wide Home



40' Wide Home

TEXAS
COLONIAL REVIVAL



TEXAS COLONIAL REVIVAL





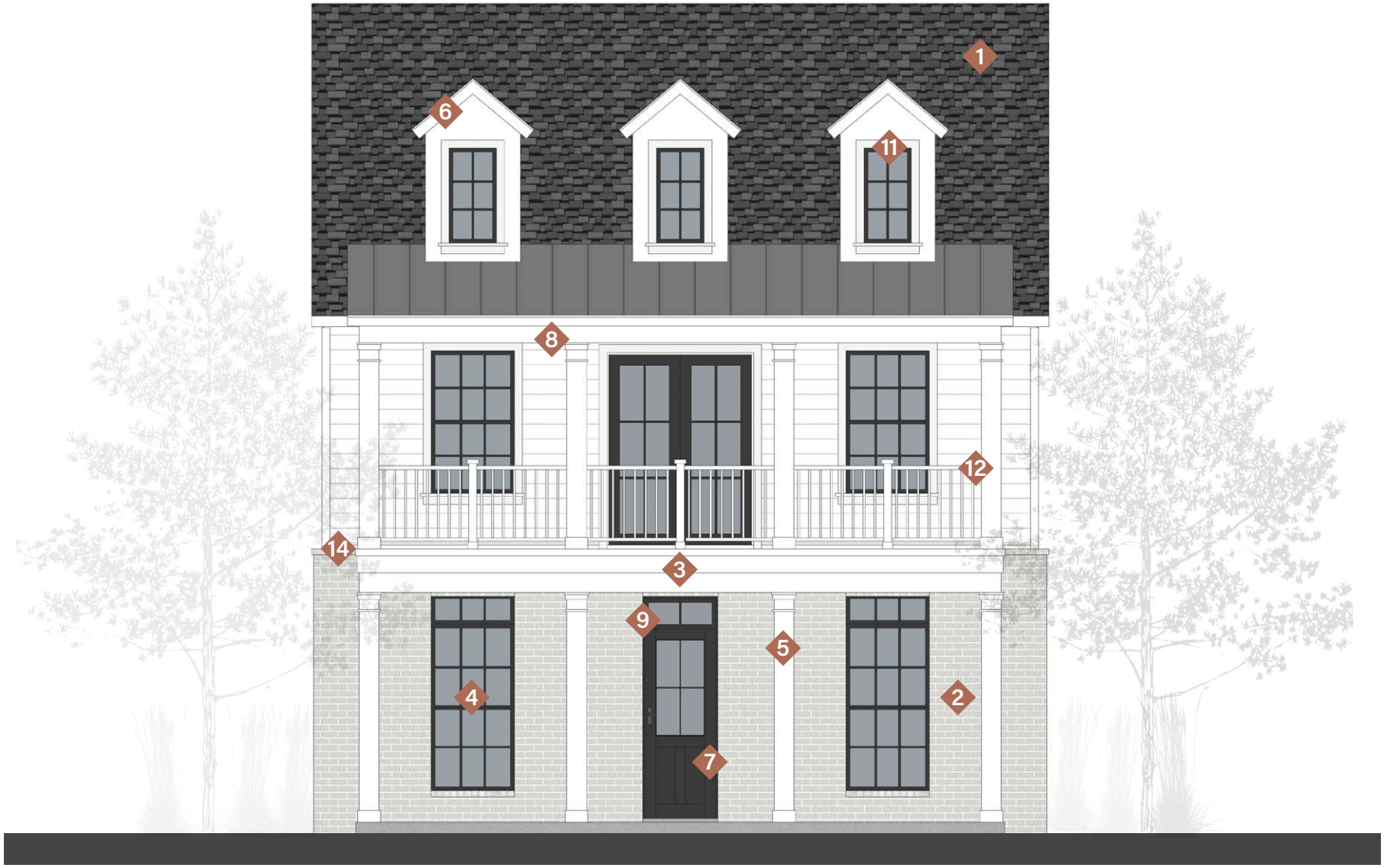






All images are for inspiration purposes only and are meant to represent different design elements and components for each style & interpretation.

TEXAS COLONIAL REVIVAL ARCHITECTURAL DESIGN



TEXAS COLONIAL REVIVAL

Colonial Revival architecture blends the charm of early American designs with classical refinement, creating timeless homes that evoke a sense of history and tradition. While the style was at its height in the early 20th century, Colonial Revival continues to influence home design today. Modern Colonial Revival homes often feature updated materials (like vinyl siding or steel windows) and may incorporate more contemporary floor plans and open spaces, but they still retain the symmetrical facades, gable roofs, and classical details that define the style.

Key Elements:

Tier 1: Defining Characteristics
Must include all 4 — essential for immediate style recognition.

1. Moderate to Steep Roof Pitch (6:12 to 10:12) – Side gabled or hipped roofs preferred; creates the dignified silhouette.
2. Exterior materials include Wood as Secondary Material, and Brick or Stone as Primary Material*
3. Symmetrical Front Façade – with windows and doors aligned in a regular pattern; formality is key.
4. Tall, Narrow Windows with Multiple Panes are traditional, optional black or dark bronze framea, often in a 6-over-6 or 8-over-8 configuration.

Tier 2: Strong Style Reinforcers
Must include at least 2 — essential to deepen authenticity.

5. Columned or Pilastered Front Porch or Portico – Full-width porches or more compact entries both work; square or slightly tapered columns.
6. Dormers (Gabled, Shed, or Eyebrow Style) – Adds livable second-floor spaces and rhythm to roof lines.
7. Centered or Decoratively Accented Front Door – The entry should be emphasized as the star of the façade.
8. Simple, Elegant Cornice Work – Modest overhangs with clean molding profiles, sometimes with dentils.
9. Classical-Inspired Front Door Surround – Pediment, pilasters, transom windows, or sidelights framing the entry.

Tier 3: Enhancements
Must include at least 1 — allows subtle variety while staying stylistically correct

10. Shutters (Functional-Look Preferred) – Proportional to windows; black, dark green, or deep blue are historically appropriate. (Not Shown.)
11. Roof Dormers with Windows – Breaks up large roof planes and keeps the vertical rhythm.
12. Wood, Fiber Cement, or Brick Detailing – Such as belt courses or brick soldier courses to subtly articulate stories.
13. Traditional Lantern-Style Exterior Lighting – Flanking the front door or at the porch. (Not Shown.)
14. Sympathetically Sized Two-Story Massing – Avoids tall, thin forms; aims for a stately, boxy presence with balanced proportions.

*Note: Masonry for this style is Tier 1 and shall be a minimum of 10% and a maximum of 100%.

TEXAS COLONIAL REVIVAL DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Colonial Revival style may be expressed in various ways to relate to a parcel's immediate context.







Traditional

Elevation reflect more **traditional** siding treatments and detailing. Color palette and materials reflect **high-contrast** between trim and primary body colors. Structural elements feature modern **profiles, materials, and connections** to evoke a more current image. **Windows feature shutters** on first story.

Transitional

The overall form and massing is familiar, but **windows packages** are grouped together to become strong visual components. Varying **material sizes and applications** create a more enhanced elevation.

Bold

The overall form and massing is familiar and retains the vertical proportions, but **simplify the architectural details**. Materials are strategically placed to provide high contrast in **color and texture.** Window trim darkens to **provide more contrast** with the lighter siding materials.

TEXAS COLONIAL REVIVAL PRODUCT MATRIX

Rear Loaded Garage

Front Loaded Garage

2 - Story

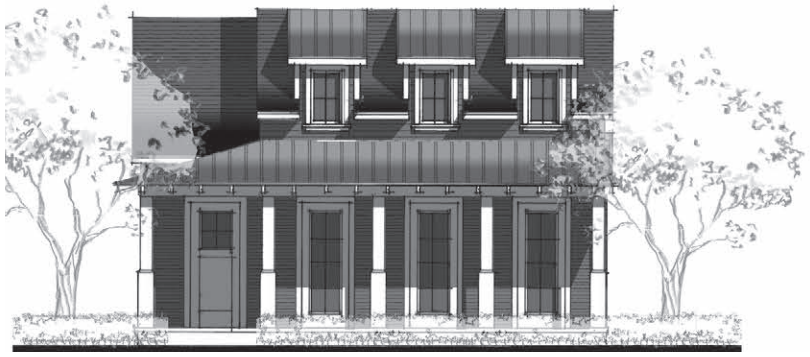


30' Wide Home



40' Wide Home

1 - Story



30' Wide Home



40' Wide Home

TEXAS
VICTORIAN



TEXAS VICTORIAN











TEXAS VICTORIAN ARCHITECTURAL DESIGN



TEXAS VICTORIAN

Modern Victorian blends the ornate charm and vertical proportions of 19th-century Victorian homes with simplified, updated materials and cleaner lines suited to contemporary living. This style retains key elements such as steep roof pitches, decorative gable trim, and textured siding while embracing a more restrained, modern color palette and streamlined detailing.

Key Elements:

Tier 1: Defining Characteristics
Must include all 3 — these are non-negotiable to maintain style integrity.

1. Simple Gable Roof Form(s) incorporating at least an 8:12 Pitch.
2. Decorative Gable Trim or Brackets - Evokes historic ornamentation
3. Vertical Siding Element (e.g., Board and Batten or Shiplap)- Brings texture and historical rhythm, often in accent gables or second stories.

Tier 2: Strong Style Reinforcers
Must include at least 2 — highly recommended for authenticity.

4. Decorative brickwork and patterned masonry*
5. Asymmetrical Façade with a Projecting Front Gable - Establishes a dynamic Victorian form.
6. Tall, Narrow Windows with Divided Lights - Classic proportions that hint at late 19th-century influence.
7. Contrasting Trim & Siding Colors - Helps accentuate the style's depth and detail.
8. Porch with Turned or Square Posts

Tier 3: Enhancements
Must include at least 1 — use to create variety or reinforce details.

9. Decorative Window Crowns or Surrounds - Adds elegance and refinement to window openings.
10. Use of Accent Shingles in Gables - Texture variety that recalls historic cladding details.
11. Transom or Sidelight at Entry Door - Enhances the entry's visual presence and brings light inside.
12. Tall Base or Water Table Trim - Defines a clear base visually and historically.
13. Metal Roof Accent (e.g., over porch or bay window) - Nods to the blend of modern with classic, adds subtle contrast.

*Note: Masonry for this style is Tier 2 and shall be a minimum of 10% and a maximum of 100%.

TEXAS VICTORIAN DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Victorian style may be expressed in various ways to relate to a parcel's immediate context.







Traditional

Elevation reflect more **historical** siding treatments and detailing. A **diverse color** palette allow for accented enhancements like the **decorative gables and trim** to become strong focal points that define this style.

Transitional

The overall form and massing is familiar, but **window packages** are grouped together and have minimal divided light. **Column details** are refined and introduce modern profiles and connection details. **Standing-seam metal window awnings** are introduced with modest ornamentation.

Bold

The overall form and massing is familiar, but material and window expressions create an **asymmetrical** image for a more **contemporary** feel. Materials are strategically placed to provide high contrast in **color and texture** to create interest and provide a more varied streetscape. Colors and materials are more **modern.**

TEXAS VICTORIAN PRODUCT MATRIX

Rear Loaded Garage

Front Loaded Garage

2 - Story



30' Wide Home

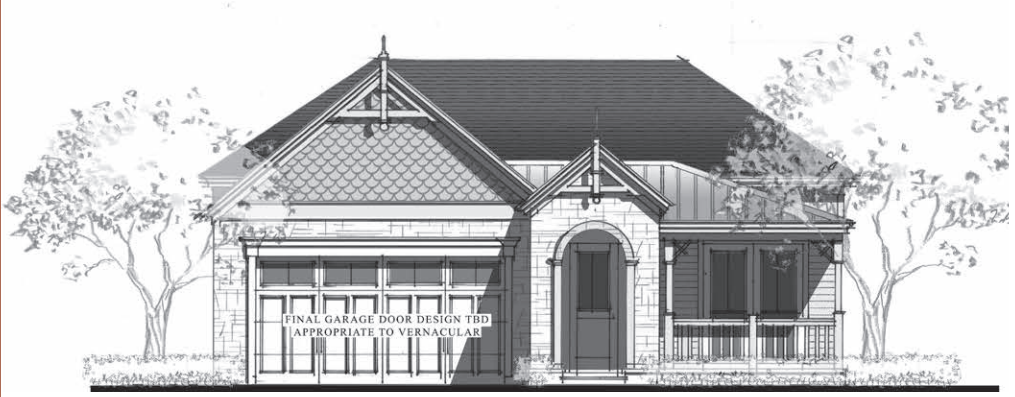


40' Wide Home

1 - Story



30' Wide Home



40' Wide Home

UNIFIED DIVERSITY

Plan Repetition

The intent of this section is to promote architectural diversity, maintain visual interest, and prevent repetitive streetscapes within the community. A home shall promote unified diversity by being compatible with neighboring houses.

Single Family Detached
A dwelling designed and constructed as a freestanding structure for occupancy by one (1) family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract and occupied by one (1) family.

Single Family Attached
A structure that has two (2) or more single-family dwelling units erected in a row as a single building on adjoining lots, each unit separated from the adjoining unit(s) by a fire wall.

Blockface
The frontage of lots on one side of a public street between two (2) intersections, between two (2) street corners, or between a street corner and an intersection. Each blockface shall be evaluated independently for purposes of these standards.

Immediately Adjacent
The lots directly to the left and right of a specific lot or building.

Elevation
The architectural composition of a building façade, including but not limited to massing, roof form, window and door placement, porch configuration, and material distribution as outlined in this Design Guideline.

Exterior Color Scheme
The combined palette of primary body color, trim color(s), and accent color(s) applied to a building façade.

Color Tier
A predefined category of primary exterior body color within the community color palette, established to ensure meaningful visual distinction between buildings of the same elevation when viewed from the public right-of-way.

Color Tier Classification
Color Tier Classification shall be determined solely by the color value of the primary wall (body) material. Trim, window frames, shutters, doors, accent materials, masonry used as an accent, and decorative elements shall not determine tier classification. *High-, mid-, and low-value ranges shall be interpreted based on the overall visual perception of the primary wall color relative to white, rather than numeric color codes or manufacturer classification.*
Color Tiers shall include the following:

1. Light Color Tier
   Characterized by primary wall (body) colors and finishes in a high-value range that provide minimal visual contrast to white.
2. Medium Color Tier
   Characterized by primary wall (body) colors and finishes in a mid-value range that are visually distinct from white but not dark in appearance. These colors provide moderate visual contrast from white.
3. Dark Color Tier
   Characterized by primary wall (body) colors and finishes in a low-value range that exhibit strong visual contrast from white. These colors create a bold, substantial, and visually weighted appearance.

Anti-Monotony Guidelines

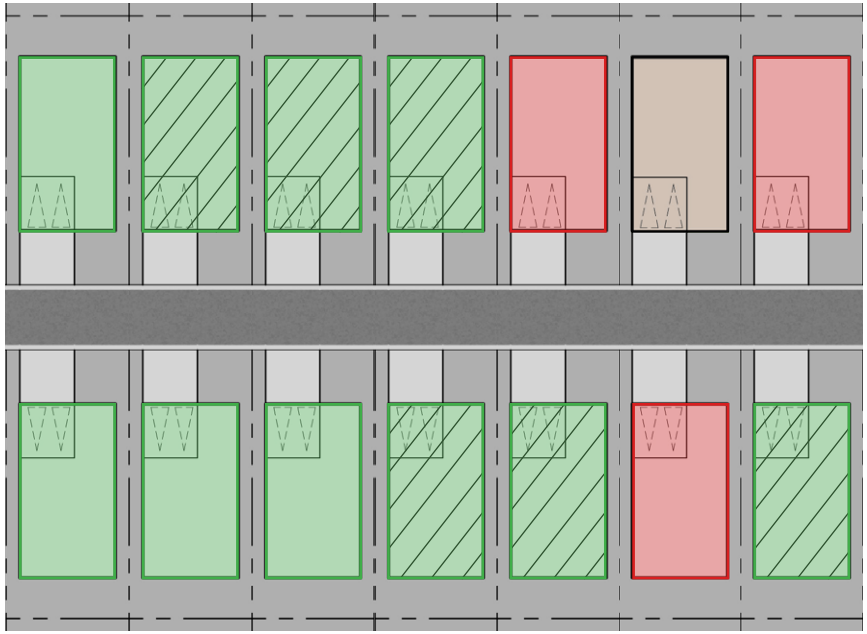
Adjacency Repetition:

- No two homes/buildings located on immediately adjacent lots or directly across the street from one another shall utilize the same exterior color scheme, regardless of floor plan or elevation.
- No two homes/buildings with the same elevation shall be constructed on immediately adjacent lots along the same blockface or directly across a public street from another home/building with the same elevation.

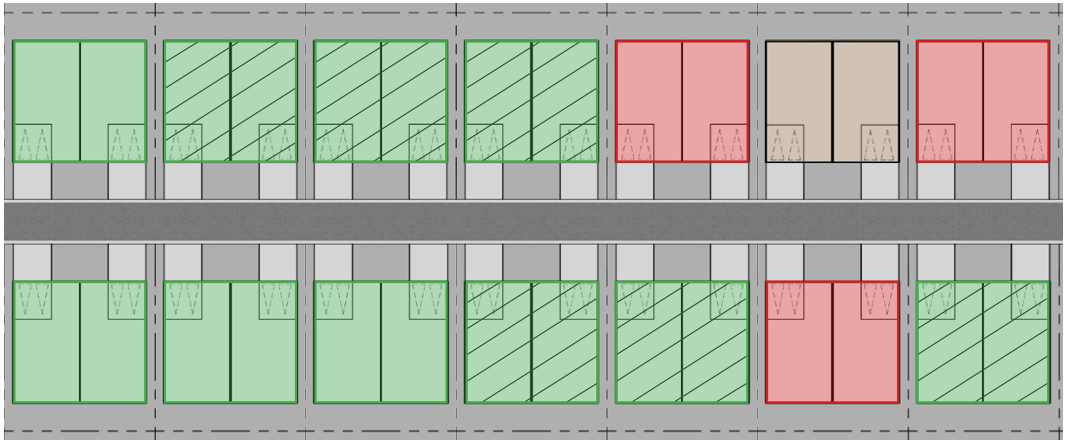
Blockface Repetition of Elevations:

- Whenever a home/building elevation appears more than once on a blockface, repeated elevations shall utilize different approved Color Tiers, unless the repeated elevations are separated by at least four (4) lots in either direction along the same blockface or by at least two (2) lots in either direction directly across a public street. Where the separation described above is provided, the same elevation / Color Tier combination may be repeated.

Single Family Detached



Single Family Attached

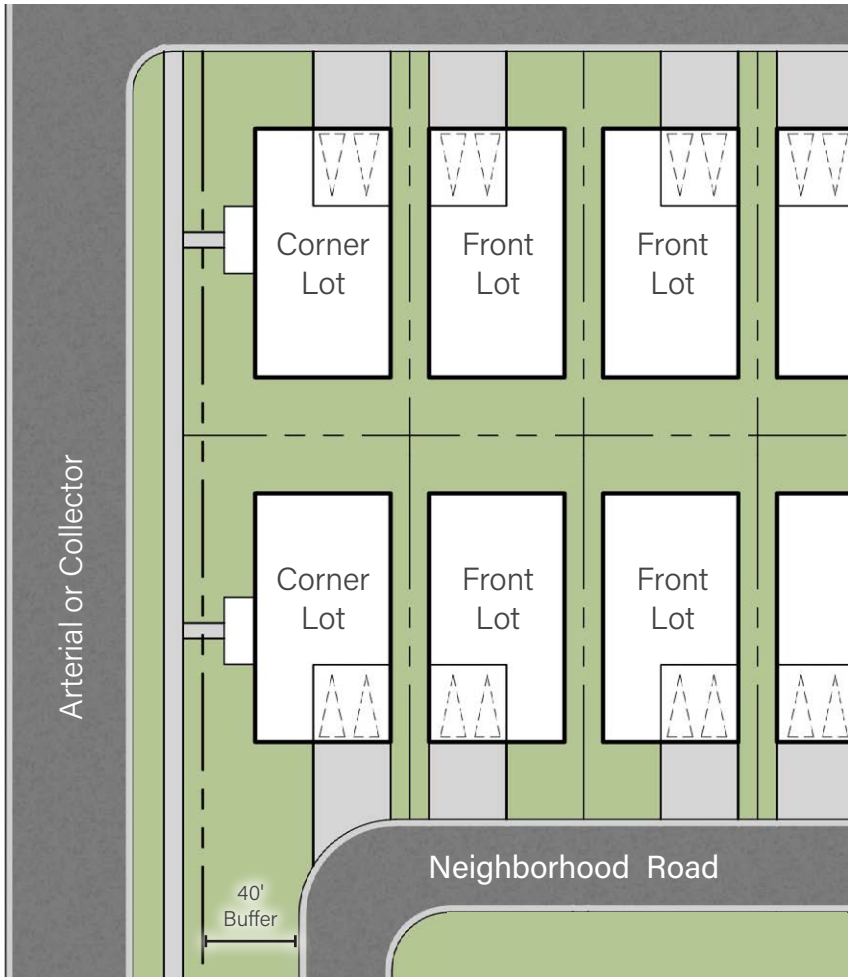


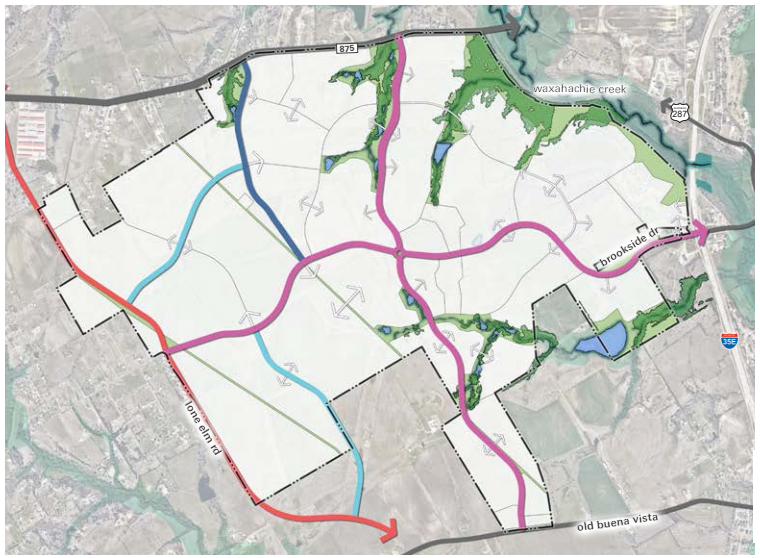
Note: For attached residential development, only street-facing buildings fronting a public street shall be included in blockface calculations and subject to the elevation repetition and Color Tier standards of this Section. Buildings or units that are internal to a block, front a private mews, court, alley, or internal drive, or do not present a primary façade to a public street shall be excluded.

Subject Lot: (i.e. Subject Elevation + Subject Color Tier)
Repeated Subject Elevation Allowed
Repeated Subject Elevation Not Allowed
Repeated Subject Elevation with Subject Color Tier Not Allowed

PRODUCT DISTRIBUTION FRONT LOAD PRODUCT

Front Load Product includes Single Family attached and detached units.



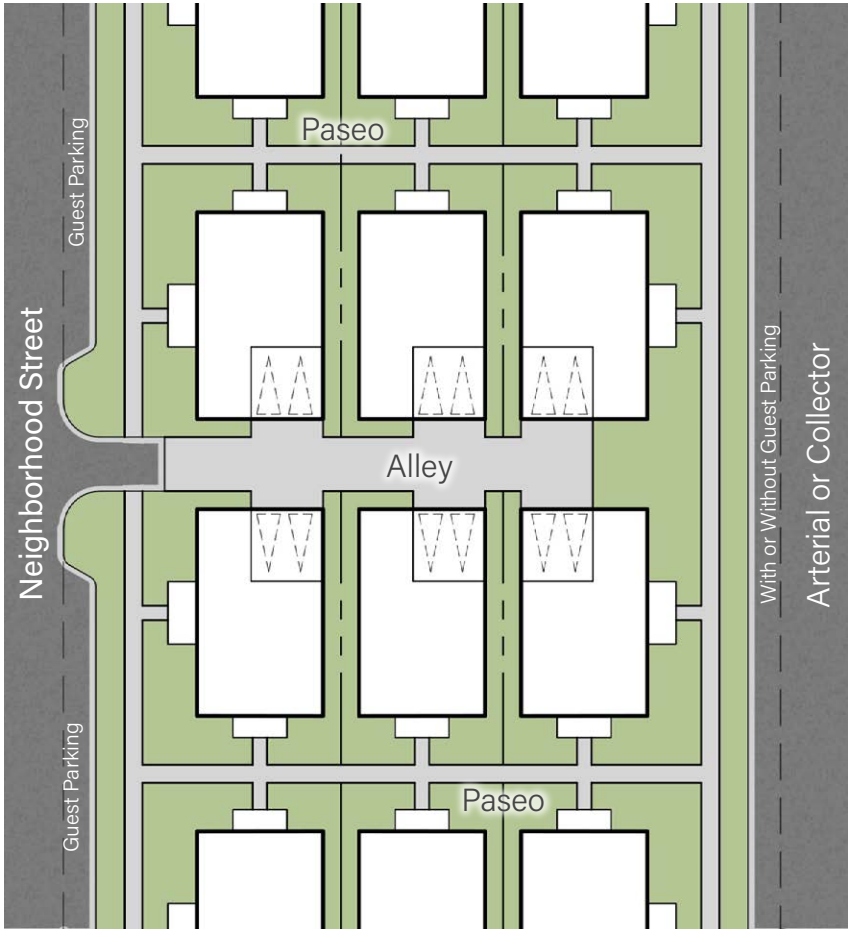


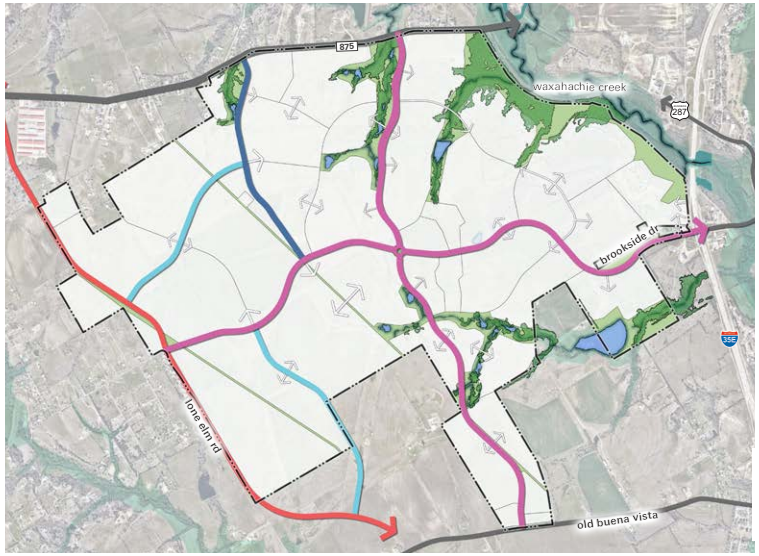
- Major Arterial
- Greenway Arterial
- Major Collector
- Minor Collector
- Existing Streets

Note: An important aspect supporting overall community aesthetics is to avoid locating the backs of homes or garage doors such that they are overtly visible from heavily traveled arterials and collector roads. In addition to berm and layered landscaping between the travel lanes and adjacent neighborhoods, the following product orientation diagrams prescribe how homes along arterials and collectors should address the street when no berms or walls are present.

PRODUCT DISTRIBUTION PERPENDICULAR PRODUCT

Perpendicular Product includes Cottages, Clusters, Townhomes and Single Family units. Porches must face the street when the unit is perpendicular to an road or street. Middle unit porches must face the Paseo.

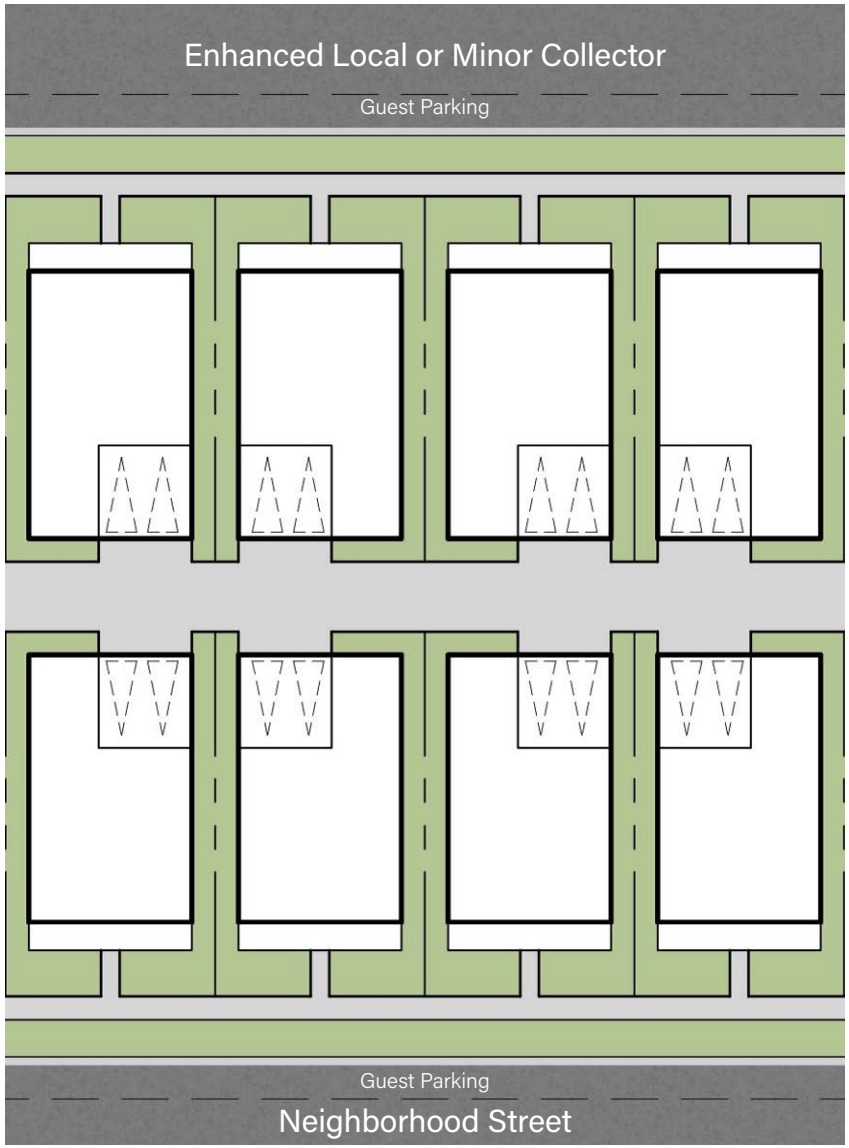


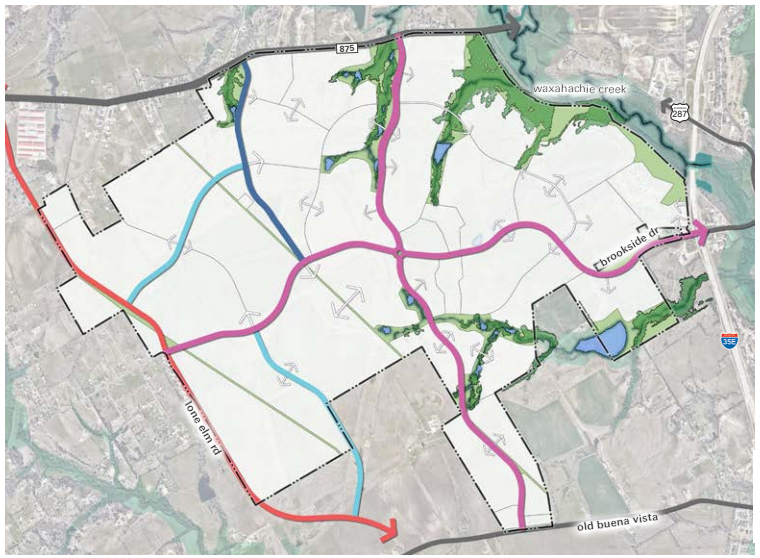


- Major Arterial
- Greenway Arterial
- Major Collector
- Minor Collector
- Existing Streets

PRODUCT DISTRIBUTION TYPICAL TND PRODUCT

Typical TND Product includes porches that face main roads. Corner units shall have side facing porches.

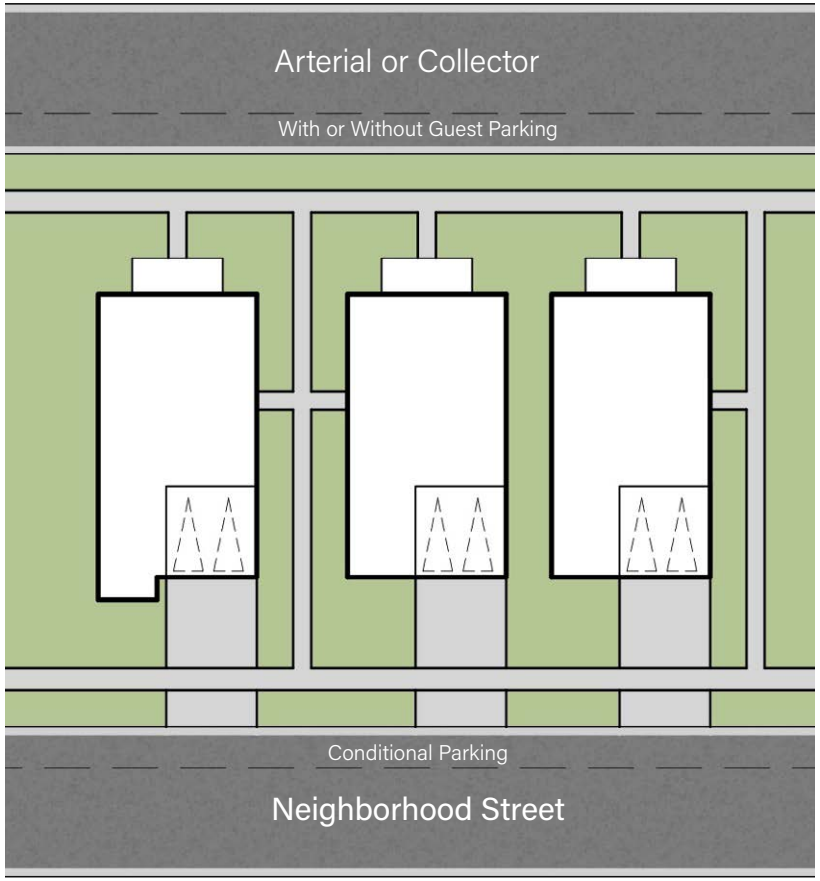


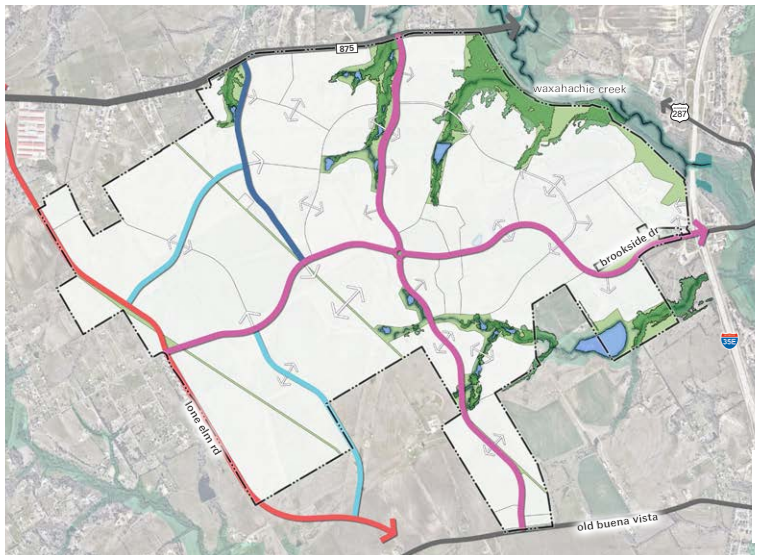


- Major Arterial
- Greenway Arterial
- Major Collector
- Minor Collector
- Existing Streets

PRODUCT DISTRIBUTION HYBRID TND PRODUCT

For Hybrid TND Product porches must face the non-garage loaded roads. Guest Parking is allowed on the garage loaded road.





Major Arterial
Greenway Arterial
Major Collector
Minor Collector
Existing Streets

PURPOSE & INTENT

The following Development Standards are intended to incorporate high-quality requirements for the Kemp Tract to ensure that the resulting dwelling units positively contribute to Waxahachie's community image. These homes are inspired by the historic structures in Waxahachie and may incorporate new development concepts such as New Urbanism and Traditional Neighborhood Development (TND).

Since the standards are based upon historical styles located within and surrounding Waxahachie, the standards require adherence to elements of that style and not to applying broad material requirements that may be inappropriate for that style. All residential buildings and structures are intended to be constructed in such a manner as to coincide with the style-based approach within the Kemp Tract. Style characteristics including form, roof pitch, material applications and details are outlined on pages 4-33.

The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new residential building construction occurring within the Kemp Tract.

Definitions

For the purpose of this section, the following definitions shall apply:

Masonry Construction
This term means that form of exterior construction materials including brick, stone, granite, marble, decorative concrete block or tile, other similar building units or materials, or a combination of these materials laid up unit by unit and set in mortar and shall exclude wall area devoted to doors and windows. As applicable to meeting the minimum requirements for the exterior construction of buildings within each zoning district, this term shall include hard-fired brick, kiln-fired clay or slate materials; stone, including naturally-occurring granite, marble, limestone, slate, river rock, cast stone or other similar hard and durable all-weather stone; decorative concrete block; concrete pre-cast or brick tilt-wall panels; glass blocks or tiles; or stucco.

Non Masonry Construction
The following materials shall not qualify nor be defined as Masonry Construction in meeting the minimum requirements for the exterior construction of buildings, unless specifically approved by the City's Building Official for single-family or by the City Council on an approved Concept Plan or Detailed Site Plan.

- Adobe or mortar wash surface material;
- Exterior insulation and finish system (EIFS), acrylic matrix, synthetic plaster, or other similar synthetic material;
- Aluminum, PVC or other plastic-based siding material;
- Lightweight or featherweight concrete blocks or cinder blocks; or
- Any other cementitious product not listed above.

Single-family (detached or attached)*:

All residential buildings and structures located within the Kemp Tract shall be constructed in such manner as to coincide with the style-based approach for the Kemp Tract. Style characteristics include form, roof pitch, material applications and details are outlined in The Architectural Design Guide, pages 4-33. All construction shall also be performed in accordance with the City's building code and fire prevention code. Strict adherence to this rule shall not be such as to prevent architectural creativity.

All residential buildings and structures with an exterior wall other than the front elevation and adjacent to an arterial or collector public right of way (see The Architectural Design Guide, pages 36-39) must adhere to the following requirements:

- Side elevations not screened by solid walls or landscape shall demonstrate continuity of style. And shall be softened by one or a combination of building projections, one-story building elements, recognizable architectural element(s), breaks in eave lines, material patterns, balconies or covered porches.

DESIGN STANDARDS

- Window/opening composition must be proportional and cohesive with the architectural style of the building along the entire side elevation

Roof materials shall be comprised of one of the following:

- Laminated, three-dimensional appearance composition architectural shingle with a thirty (30) year minimum;
- Flat pan standing seam metal roofing with only a factory applied, low reflectivity finish.
- Terracotta, concrete, composite, or slate tile in muted colors.

*These criteria apply to Cluster Residential as defined in the Kemp Tract PD

Front Entry Walkways:

- A hard surface walkway with a minimum improved width of three (3) feet must be constructed from the sidewalk or driveway to the front door of each primary structure.
- Walkways may be surfaced with concrete, pavers, laid bricks, or any other such material and in accordance with City standards.

Front Covered Porches:

- Front covered porches shall be required for seventy-five (75) percent of all dwelling units within each subdivision.
- These covered porches must meet the following minimum criteria:
  - A front covered porch that is permanently attached to, and is an integral part of the primary structure, shall be constructed of like and similar materials to those of the primary structure. Alternative materials, i.e., cedar or other complimentary products, may be approved by the Building Official and Director of Planning as part of the Volume Builder – Architectural Master Set.
  - Each front covered porch must include a minimum usable area of forty (40) square feet with a minimum depth of five (5) feet from the primary structure, as measured perpendicular to the front door.
  - A front covered porch is any portion of the front elevation that is covered by a roof and has a usable area underneath. Porches include recessed front entrances and are not required to include posts, if appropriate to the architectural style.

Garages:

- Detached garages shall be constructed with exterior materials that are compatible to those used for the primary structure.
- All street-facing garages are to be located twenty (20) feet from either the front property line or adjacent sidewalk. Twenty-five (25) percent of these dwellings shall have garages with at least one of the following designs:
- Rear entry;
- J-Swing Drives (front entry), if the width of the lot allows; or
- Front entry garage greater than or equal to three (3) feet behind the front building face and/or porch or not more than five (5) feet forward from the front building face and/or porch.

Minimum Architectural Requirements:

- Architectural Relief:
  - The outside shape of a dwelling unit shall contain a minimum of five (5) outside corners with a minimum wall length of two (2) feet.
  - There shall be no uninterrupted wall length of twelve (12) feet or more on any façade that is adjacent to a public right-of-way or open space. This standard applies to the front façade on the interior lot or the front and side façade facing a street or open space on a corner lot. An interrupted wall can be achieved through a window, architectural detail, breaks in material patterns, or offset in the building face, or similar element that breaks the massing of the façade.
  - Minimum and maximum roof pitch is based upon the architectural style (see pages 4-33).
  - Each dwelling unit shall be constructed with a roof overhang of not less than twelve (12) inches as measured from the finished exterior building façade to the soffit unless a) on a gable end, b) the roof pitch is 8:12 or greater or c) the roof overhang reinforces the style characteristics (see pages 4-33).
- Minimum Number of Elevations for Single Family:
  - The same floor plan and elevation combination shall not be constructed on any lot immediately adjacent to, or directly across the street from, another home/building with the same combination. (See page 41)
  - No two homes/buildings located on adjacent lots or directly across the street from one another shall utilize the same exterior color scheme, regardless of floor plan or elevation. (See page 41)
- Front Building Face: The front building face must contain a minimum of thirty (30) percent of the wall area in windows or doors.
- Rooftop Solar Panel Systems:
  - Must be installed to leave no greater than six (6) inches between rooftops.
  - Must match the roof pitch on a pitched roof.
  - Screening is required on flat roofs.
  - Panels shall not be installed on rooftop elevations facing the front right-of-way.
  - If the solar panel request is denied by staff, applicant may appeal decision by applying for SUP approval when the request is in a zoning district permitting the placement of solar panels by right.
- Ground-mounted Solar Panel Systems must be located behind the primary residence and not visible from the right-of-way.
  - If the solar panel request is denied by staff, applicant may appeal decision by applying for a SUP for approval when the request is in a zoning district permitting the placement of solar panels by right.
- Roof Design
  - Screening of equipment is required on flat roofs.
  - Solar Panels shall not be installed on elevations facing a right-of-way.
  - Except for Flat roofs, porches and detailing, roof pitch should adhere to style characteristics.
  - Each dwelling unit shall be constructed with a roof overhang of not less than twelve (12) inches as measured from the finished exterior building façade to the soffit. Unless the roof is flat or consistent with style-based characteristics.
  - A flat roof and parapet that conceals the roof and any roof-mounted equipment, may be acceptable.

DESIGN STANDARDS

Exemptions
The following structures are exempt from the criteria outlined herein and from Development Standards, Sec. 5.01 Exterior Construction Requirements

- Temporary construction buildings, field offices and sales offices. Construction buildings and field offices shall be removed in accordance with applicable language in the approved PD.
- Private Recreation Facilities for the use of residents of homes in the Traditional Residential and Active Adult residential land use areas. These Private Recreation Facilities shall not be required to adhere strictly to any one of the styles described herein but must have common design elements that complement the various styles proposed for the residential dwelling units.
  See following Primary Amenity and Welcome Center section.

Multi-Family*
In addition to the standards outlined above, multi-family buildings shall have the following architectural requirements

- Masonry
  All principal buildings and structures constructed for Multi-Family use, shall be constructed in such manner to include Masonry Construction per the style characteristics outlined in The Architectural Design Guide, pages 4-33 and covering the exterior walls, excluding doors and windows as follows:
  - Any exterior façade of a building that is adjacent to Arterial or Collector Streets shall have the same masonry requirements as the front elevation.
  - Building elevations that are not adjacent to Arterial or Collector Streets shall have a minimum of 50% Masonry Construction.
  - Multi-Family Masonry Considerations for Approval: In addition to the minimum standards herein, consideration for the use of non-masonry materials shall also be based on the following:
  - The architectural design and creativity of the dwelling units proposed;
  - The quality and creativity of the overall development proposed and
  - Compatibility of the dwelling units proposed with surrounding developed properties and structures.

- Approval Process:
  - All Site Plans and related architectural design to receive approval by the Planning & Zoning Commission and City Council. Final approval shall be at the sole discretion of City Council and not obligatory.

- Architectural Styles
  - All buildings shall be designed and constructed specific to architectural style including form, roof pitch, material applications and details (see The Architectural Design Guide, pages 4-33).

*These criteria do apply to Senior Apartments as defined in the PD.

PRIMARY AMENITY AND WELCOME CENTER
DESIGN STANDARDS



PURPOSE & INTENT

These Design Requirements are intended to establish a cohesive, high-quality, and contextually appropriate architectural character for the Kemp Tract Primary Amenities and Welcome Center. This Amendment is submitted in alignment with the spirit and intent of the proposed Residential Design Standards for the Kemp Tract which draw on local vernacular styles.

Our goal is to provide for the thoughtful use of authentic materials and regionally inspired design principles while maintaining the quality and durability envisioned for the overall Kemp Tract and the larger Waxahachie Community.

While the design intent is to be context sensitive to the surrounding vernacular themed residential architecture, the scale and diversity of uses of these facilities do not lend themselves to one particular style. These design standards propose guidance on fundamental forms and materials while also providing flexibility during the design and approval process.

Architectural Character & Vision

The Amenity Town Centers and Welcome Center will embody a modern interpretation of Texas vernacular architecture, blended with design principles inspired by regional architects. These buildings will serve as the social and lifestyle heart of the community and will:

- Integrate indoor-outdoor living
- Respond to the natural site and landscape
- Respect the historical precedents of local architecture
- Employ honest materials and craftsmanship
- Create a comfortable, human-scaled environment
- Use Texas regional styles with rustic elements mixed with modern interpretation of agrarian or ranch structures
- Use of native materials (stone, timber, metal)
- Provide strong indoor-outdoor connections (porches, breezeways, shade structures)
- Integrate asymmetrical building forms and massing that respond to site and landscape
- Include warm, natural color palettes

Material Palette

The images are provided for illustrative purposes only.

Materials Palette description

- Primary Materials (for walls and facades):
  - Masonry such as, but not limited to, Native limestone or sandstone, Brick and other forms of masonry as defined in the Non-Res and Residential code.
  - Board-formed or integral color concrete
  - Decorative Metal siding (factory-finished or weathered appearance)
  - Decorative Wood siding (natural, treated, or thermally modified)
  - Cementitious Board siding
  - Stucco (smooth troweled finish)
  - Painted metal panels (muted, earthy tones)
- Accent & Feature Materials:
  - Structural steel or painted steel elements
  - Weathering steel (Cor-Ten)
  - Heavy timber elements
  - Shou Sugi Ban or charred wood (limited application)
  - Decorative Cementitious Board siding to replicate wood appearance.

DESIGN STANDARDS

Material Image 1:













Images are provided for illustrative purposes only

Material Image 2:







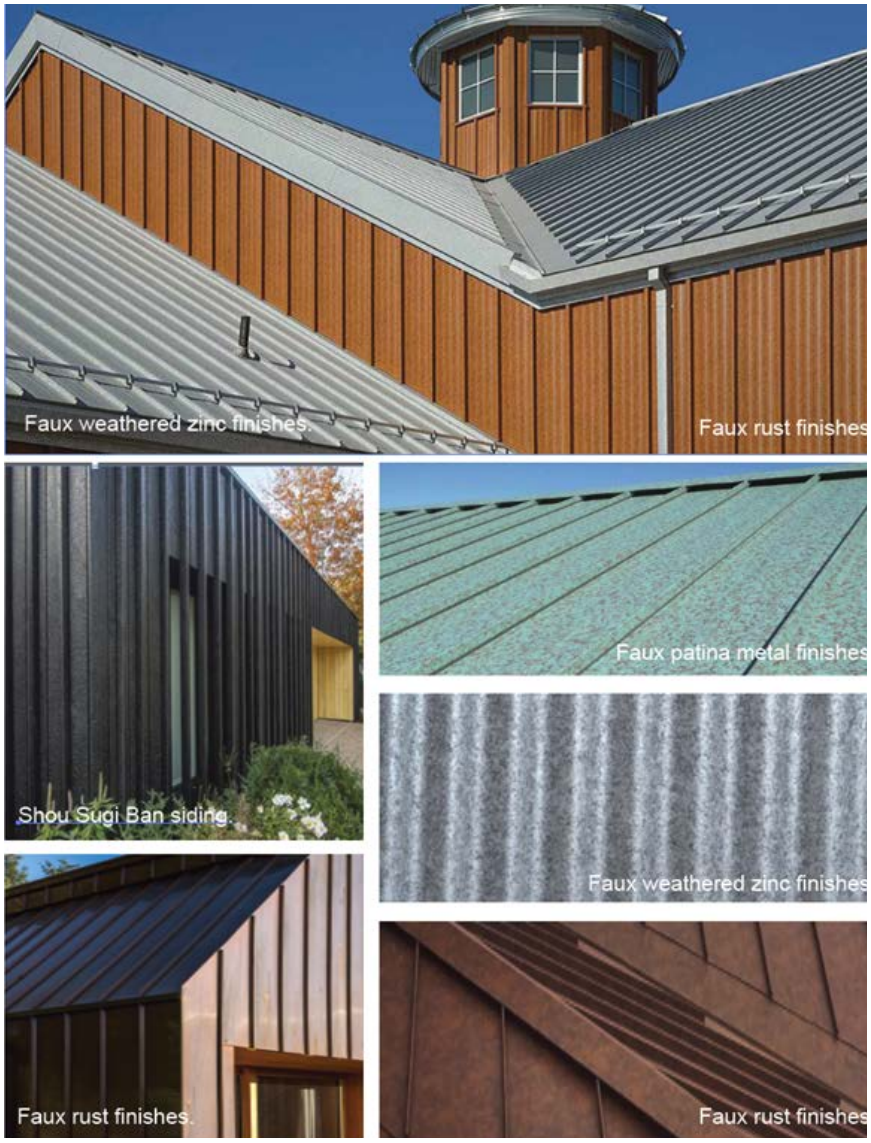






Images are provided for illustrative purposes only

Material Image 3:



Images are provided for illustrative purposes only

Roof Design

- Varied roof forms encouraged to break down building mass
- Permitted materials:
  - Standing seam metal roofs (preferred)
  - Cement or Clay Tiles (secondary material)
  - Dimensional (Architectural) shingles
  - Flat roofs with articulated parapets where there is a need to screen mechanical.
- Deep overhangs encouraged for shading

Fenestration & Openings

- Large window groupings to encourage transparency
- Operable window walls or doors for indoor-outdoor connectivity
- Aluminum-clad, steel, or wood windows

Color Palette

Colors shall be drawn from the regional landscape, including:

- Earth tones, natural stone colors, aged woods
- Weathered metals
- Bright accent colors used sparingly

DESIGN STANDARDS

Flexibility & Approval Process

Recognizing the Amenity Town Centers and Welcome Centers' roles as unique community features, materials and design approaches for these amenities , including alterations to the standard masonry requirements and to Sec. 5.01 Exterior Construction Requirements, may be approved administratively by the City Manager or his Designee, provided that:

- The design contains elements in the Architectural Character & Vision stated herein;
- Building materials conform to the Materials Palette (Primary Materials (for walls and facades) and Accent & Feature Materials) described herein;
- Roof design conforms to the Roof Design requirements herein;
- Fenestration & Openings are provided in accordance with the Fenestration & Openings requirements herein;
- Building material colors conform to the Color Palette herein;
- Material durability and longevity are confirmed through technical specifications; and,
- Building design is compatible with surrounding architecture.

Additionally, the City Manager or his Designee have the authority in the Development Agreement to administratively approve any necessary deviations from applicable standards set forth in the Development Agreement.

Alignment with Spirit & Intent of Approved Requirements

The design approach outlined herein is fully aligned with the foundational goals of the City-approved Emory Lakes Non-Residential Architectural Requirements:

- Commitment to high-quality materials
- Design creativity and innovation
- Contextual sensitivity to Waxahachie's architectural heritage
- Craftsmanship and durability

These requirements preserve the integrity and vision of the original code while providing the necessary flexibility to create a memorable and regionally authentic Amenity Center experience while at the same time maintaining the distinctiveness that makes the proposed development a desirable community for all ages.

NON-RESIDENTIAL & MIXED USE
DESIGN STANDARDS



PURPOSE & INTENT

These Design Requirements are intended to establish a cohesive, high-quality, and contextually appropriate architectural character for the Kemp Tract Non-Residential and Mixed Use development areas.

Our goal is to provide flexibility for the thoughtful use of authentic materials and regionally inspired design principles while maintaining the quality and durability envisioned for all of the Kemp Tract and the larger Waxahachie Community.

The forms and materials are proposed to be consistent with the design that will be in the nearby Welcome Center and Primary Amenity areas, which in turn will be consistent with the larger vernacular style based approach that will be present in the residential architecture of the community.

The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new building construction occurring within the Kemp Tract.

Definitions

For the purpose of this section, the following definitions shall apply:

Masonry Construction

This term means that form of exterior construction materials including brick, stone, granite, marble, decorative concrete block or tile, other similar building units or materials, or a combination of these materials laid up unit by unit and set in mortar and shall exclude wall area devoted to doors and windows. As applicable to meeting the minimum requirements for the exterior construction of buildings within each zoning district, this term shall include hard-fired brick, kiln-fired clay or slate materials; stone, including naturally-occurring granite, marble, limestone, slate, river rock, or other similar hard and durable all-weather stone; decorative concrete block; concrete pre-cast or tilt-wall panels; glass blocks or tiles; or stucco. See the definition of Masonry construction for further information.

- Within the Mixed Use District, masonry shall include (in addition to the allowed masonry items above):
  - Glazed ceramic and porcelain tile.
- The following materials are permitted within the Mixed Use Districts;
  - Fiber reinforced plastic (with the exception of plastic or vinyl siding) - used for exterior building components, including but not limited to: cornice and entablature elements, decorative columns and pilasters, storefront trim, railings, and balustrades, spandrel panels, and similar elements.
  - Painted steel and aluminum, cast iron, bronze, brass, copper (including terne coated)
  - Roofing materials (visible from any public right-of-way): copper, factory finished painted metal, slate, synthetic slate, terracotta, cement tile, glass fiber shingles, composite tiles.
  - Materials other than those listed above may be used for architectural trim and accent applications including, but not limited to, cornices and decorative brackets, frieze panels, decorative lintels, shutters, and porch or balcony railings

Non-Masonry Construction

The following materials shall not qualify nor be defined as Masonry Construction in meeting the minimum requirements for the exterior construction of buildings, unless specifically approved by the City's Director of Planning during Site Plan approval.

- Adobe or mortar wash surface material;
- Exterior insulation and finish system (EIFS), acrylic matrix, synthetic plaster, or other similar synthetic material;
- Aluminum, PVC or other plastic-based siding material;
- Lightweight or featherweight concrete blocks or cinder blocks; or
- Any other cementitious product not listed above

DESIGN STANDARDS

Minimum Masonry Exterior Construction Standards

The standards and criteria contained within this subsection are deemed to be minimum standards and shall apply to all new building construction occurring within the Planned Development District or as otherwise required in this Development Agreement for changes of use, expansions of non-conformities, or other applicable building modifications.

Application Requirements

Any application for the use of masonry materials that is not otherwise permitted by this Development Agreement shall require the following:

Site Plan

All requests for the use of masonry materials shall be submitted to the City in writing on an application form available in the Planning Department office and shall be noted and described on a Site Plan. A building permit shall be required for any development wherein the use of masonry materials is proposed in accordance with this section of the Development Agreement.

Building Façade Plan

The architectural style and scale of a proposed nonresidential structure shall be submitted in the form of scaled drawings with proposed four façade elevations. This submission shall be submitted with and shall be a component of the Site Plan or building permit application.

- If the use of masonry materials is approved, these drawings will serve as examples of what the City anticipates for the overall development.
- The Building and Community Services Department may require actual samples of any proposed masonry products and the actual colors to be used. Such samples shall be submitted as part of the Building Façade Plan.

Quality Control

Any question as to whether the durability or installation of the masonry materials is in accordance with this section of the Development Agreement, and/or with the City's Building Code, shall be determined by the City's Director of Planning. The appropriateness of the application in terms of quality shall be determined as part of a Site Plan or Building Façade Plan approval.

- If the Director of Planning deems the installation insufficient to meet the City's Building Code or the manufacturer's written specifications and requirements (including spirit and intent) of these regulations, then a Certificate of Occupancy shall not be issued unless and until the installation is deemed satisfactory. Any appeal of this decision may be made to the Planning and Zoning Commission. If denied by the Planning and Zoning Commission, may be further appealed to the City Council.
- The method of painting or color application, including the type of paint and materials to be used, must be approved as part of the Site Plan and related Building Facade Plan.

Nonresidential and Institutional Buildings

All non-residential and institutional buildings in a Mixed Use District shall have a minimum of ninety (90) percent Masonry Construction below the first floor ceiling plate.

- The minimum Masonry Construction required above the first floor ceiling plate is eighty (80) percent.
- The Masonry Construction shall be equally distributed around all sides of the building.
- Any exterior facade of a building that faces, or is visible from, a public street shall meet the same Masonry Construction requirements as the front building plane.
- All other facades that are not facing, or visible from, a right-of-way shall consist of not less than fifty (50) percent Masonry Construction for all stories.

Areas of a facade that are devoted to windows, doors, covered porches, stoops, breezeways, or courtyards shall not be counted as "wall surface" when calculating the Masonry Construction requirement.

Metal exterior construction in a Mixed Use District is not allowed except as noted on the exceptions below.

- The building facade containing the metal construction must not face or be visible from an existing or planned public right-of-way, as identified on the City's Thoroughfare Plan or plat records.
- Metal exterior exceptions:
  - If the structure is located on a through lot that both fronts and backs onto a right-of-way, and if the structure's rear façade is located more than one thousand (1,000) feet from the right-of- way, then the rear façade can be of metal exterior construction.
  - If the structure is on a corner lot, which fronts and sides onto two rights-of-way, the front and side façades cannot be metal exterior construction unless approved on the site plan.
- The use of any type of metal for exterior building construction, such as profiled panels, deep ribbed panels, concealed fastener system panels, or similar materials, shall be clearly shown on the Site Plan, and shall only be allowed with site plan approval.
  - The exterior finish of metal used in exterior construction shall be of a permanent, maintenance-free nature such as a baked-on finish.
  - The use of corrugated, galvanized, aluminum-coated, zinc- coated, unfinished, or similar metal surfaces shall be prohibited, unless approved on the site plan for a restaurant that uses such materials as part of its "signature design aesthetic," in which case a maximum of ten (10) percent of any wall façade may be devoted to such materials.
- Refer to Section (e) below for non masonry design requirements
- Applicable to all non-residential development
  - Horizontal Articulation. No building wall shall extend for a distance equal to three (3) times the wall's height without having an off-set equal to twenty-five (25) percent of the wall's height, and that new plane shall extend for a distance equal to at least twenty-five (25) percent of the maximum length of the first plan.
  - Vertical Articulation. No horizontal wall shall extend for a distance greater than three (3) times the height of the wall without changing height by a minimum of twenty-five (25) percent of the wall's height.

DESIGN STANDARDS

- Applicable to all commercial and retail settings and uses:
  - All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle, and top.
  - External Facade Materials: In addition to the minimum Masonry Construction requirement, the following specific materials shall be used to construct all exterior walls of buildings and parking structures that are visible from a right-of-way, public walkway, or open space:
    - Ground floor: Excluding windows, doors, and other openings, the exterior facade(s) shall be constructed of one hundred (100) percent brick, natural stone, or cast stone.
    - Overall: A minimum of ninety (90) percent of entire exterior facade(s). excluding windows, doors, and other openings, shall be constructed of brick, natural stone, or cast stone. The brick, natural stone, or cast stone shall continue around corners a minimum of eight (8) feet. Portland cement stucco may account for up thirty (30) percent of this requirement.
    - Unpainted metal or metal subject to ordinary rusting, shall not be used as a building material. Factory finished metal elements as well as metals that develop an attractive oxidized finish, such as copper, galvanized metal, stainless steel or weathering steel, may be used as architectural accents by administrative approval.
    - Windows and glazing shall be a minimum of thirty (30) percent and up to a maximum of seventy (70) percent of each building elevation.

Exemptions

The following structures are exempt from the masonry construction requirements outlined within this subsection :

- Temporary construction buildings, field offices, sales offices and temporary classroom or storage buildings for a public school only (provided that such facilities are legally permitted by the City for a specific period of time, and provided that they are completely removed from the premises upon expiration of the permit or upon completion of construction, whichever occurs first)

Minimum Non-Masonry Exterior Construction Standards For Nonresidential And Institutional Buildings

Roof materials for any non-residential or institutional structures that are visible from a right-of-way shall be comprised of the following:

- Laminated, three-dimensional architectural composition shingle with a 30- year minimum lifespan.
- Flat pan standing seam metal roofing with only a factory baked-on muted color finish. No bright colors or natural-colored metal roofing is allowed; or
- Terracotta or slate tile in muted colors.
- Minimum roof pitch shall be at least 6:12, unless otherwise

stated in the applicable City of Waxahachie zoning district or PD ordinance, and except for flat-roofed structures that shall have a highly articulated parapet that conceals the roof and any roof-mounted equipment.

- Rooftop solar panel systems
  - Must be installed to leave no greater than six (6) inches between rooftops.
  - Must match (he roof pitch on a pitched roof.
  - Screening is required on flat roofs.
  - Panels shall not be installed on elevations facing a right-of-way.

Minimum Architectural And Design Standards In a Mixed-Use District

Within a Mixed-Use District, masonry shall include:

- Synthetic stucco (exterior insulation finishing system - EFIS) is not allowed within 4 feet from the finished floor of the first floor.
- Glazed ceramic and porcelain tile.

The following materials are permitted within a Mixed Use District;

- Fiber reinforced plastic (with the exception of plastic or vinyl siding) - used for exterior building components, including but not limited to: cornice and entablature elements, decorative columns and pilasters, storefront trim railings, and balustrades, spandrel panels, and similar elements
  - Painted steel and aluminum, cast iron, bronze, brass, copper (including terne coated).
  - Roofing materials (visible from any public right-of-way): copper, factory finished painted metal, state, synthetic state, terracotta, cement tile, glass fiber shingles.
- Materials other than those listed above may be used for architectural trim and accent applications including, but not limited to, cornices and decorative brackets, frieze panels, decorative lintels, shutters, and porch or balcony railings.

Façade Treatments

- Retail ground floors shall have windows covering a minimum of 40 percent of the major street fronting facade(s). Other ground level uses shall have facade treatments appropriate to such use(s).
- All sides of a building shall be consistent with respect to style, colors, and details to the extent that they establish continuity with the main street-front façade.
- On facades fronting on service or parking areas, windows need not be provided at the ground floor level. However, buildings shall avoid long, monotonous, uninterrupted walls. Building wall offsets, including projections, recesses, niches, fenestration, or changes of materials or color shall be used to add architectural variety and interest, and to relieve the visual impact of a blank wall.

DESIGN STANDARDS



Example image showing façade treatments, variation of materials and building articulation for commercial buildings

- Parapet and roof-line offsets between facades may be provided in order to break down the scale of the block and create architectural interest and variety
- In mixed-use buildings, the difference between ground level commercial uses and entrances for upper level uses should be reflected by differences in façade treatment. Storefronts and other ground floor entrances should be accentuated through cornice fines. Further differentiation could be achieved through distinct but compatible exterior materials, signs, awnings and exterior lighting.





Example of ground articulation between ground floor and upper level mixed use

- All buildings shall be designed to incorporate no less than five (5) of the following architectural elements. Buildings over fifty thousand (50,000) square feet must include a minimum of seven (7) of the following elements. Buildings over one hundred thousand (100,000) square feet must include a minimum of eight (8) of the following elements.
  - Canopies, awnings, or porticos;
  - Overhangs;
  - Recesses or projections of at least three (3) feet:
  - Arcades;
  - Peaked roof forms,
  - Porches,
  - Outdoor patios
  - Recessed or "popped-out" display windows (must project out at least 12" in the front or rear elevation and at least 6' along any side elevations):
  - Visible and noticeable architectural details, such as tile work or moldings, integrated into building façade, or

- Integrated planters or wing walls that incorporate landscape and sitting areas.

- Façades greater than one hundred feet (100') in length shaft incorporate wall projections or recesses of ten feet (10') or greater. Projections or recesses shall be at least twenty percent (25%) of the length of the façade. No uninterrupted length of facade may exceed one hundred feet (100') in length. Projections and recesses shall not be required on the side of the building containing a loading dock and/or service area, provided that such area is located in the rear of the building and is not readily visible from any collector or arterial.

Lighting

- Exterior lighting shall be architecturally integrated with the building's style, material, and color.
- Pedestrian level lighting of building entrance-ways shall be provided.
- Illuminations of portions of buildings, direct or indirect, may be used for safety or aesthetic results.
- Street lights must be an approved spec from the City of Waxahachie staff prior to installation.



Example of lighting to accent building features, entries and architectural styles

Buildings shall be oriented toward the major street front with the primary entrance located on that street.

- Entrances shall be easily identifiable as primary points of access to buildings.
- Building entrances may be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades and others as appropriate. All building elements should be compatible with the architectural style, materials, colors, and details of the building as a whole.
- Site design should provide direct access into the building from the public sidewalk

- Buildings located on the corners of development adjacent to a Minor Collector or Enhanced Local Street should be architecturally significant structures.

DESIGN STANDARDS



Example of architecturally significantly designed corner building

Signage

- Signage in a Mixed-use District shall enhance the pedestrian character of the district by providing signs that are pedestrian in scale and located so as to be legible to pedestrians on sidewalks.
- Signs may be attached flush to the building so long as they do not obscure any significant architectural details.
- Signs may be hung from marquees or overhangs but shall not project lower than 7.5 feet above the sidewalk.
- Businesses are encouraged to create individually styled signage that distinguishes their establishment.
- Signs which are pedestrian oriented may be painted on the storefront glass, but in no case shall it occupy more than 25 percent of the glazed surface area.
- Directory signs may be provided to help direct the public to different businesses and services.
- Signs may be lit by external light sources as long as such sources are not visually intrusive.

Material Palette

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Materials Palette description

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  - Masonry such as, but not limited to, Native limestone or sandstone, Brick and other forms of masonry as defined in the Non-Res and Residential code.
  - Board-formed or integral color concrete
  - Decorative Metal siding (factory-finished or weathered appearance)
  - Decorative Wood siding (natural, treated, or thermally modified)
  - Stucco (smooth troweled finish)
  - Painted metal panels (muted, earthy tones)
- Accent & Feature Materials:
  - Structural steel or painted steel elements
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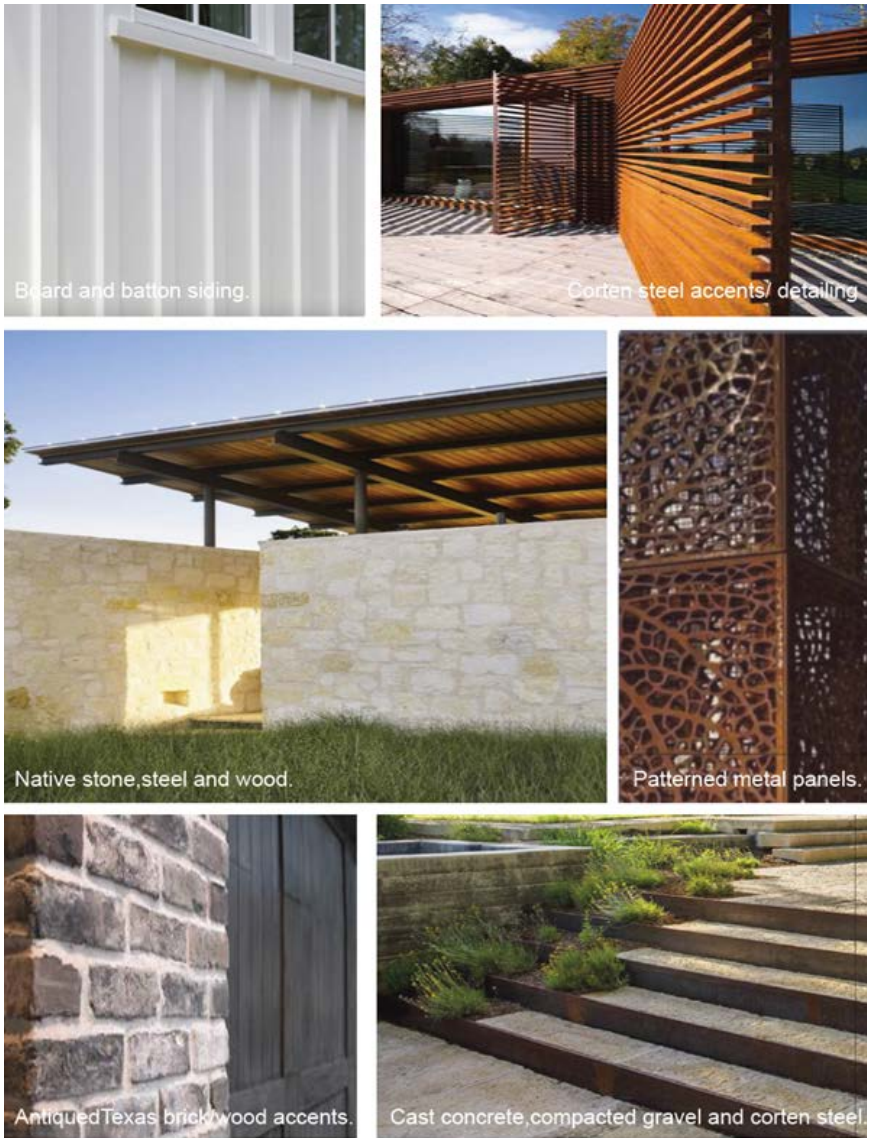
  - Heavy timber elements
  - Shou Sugi Ban or charred wood (limited application)
  - Cementitious board siding to replicate wood appearance.

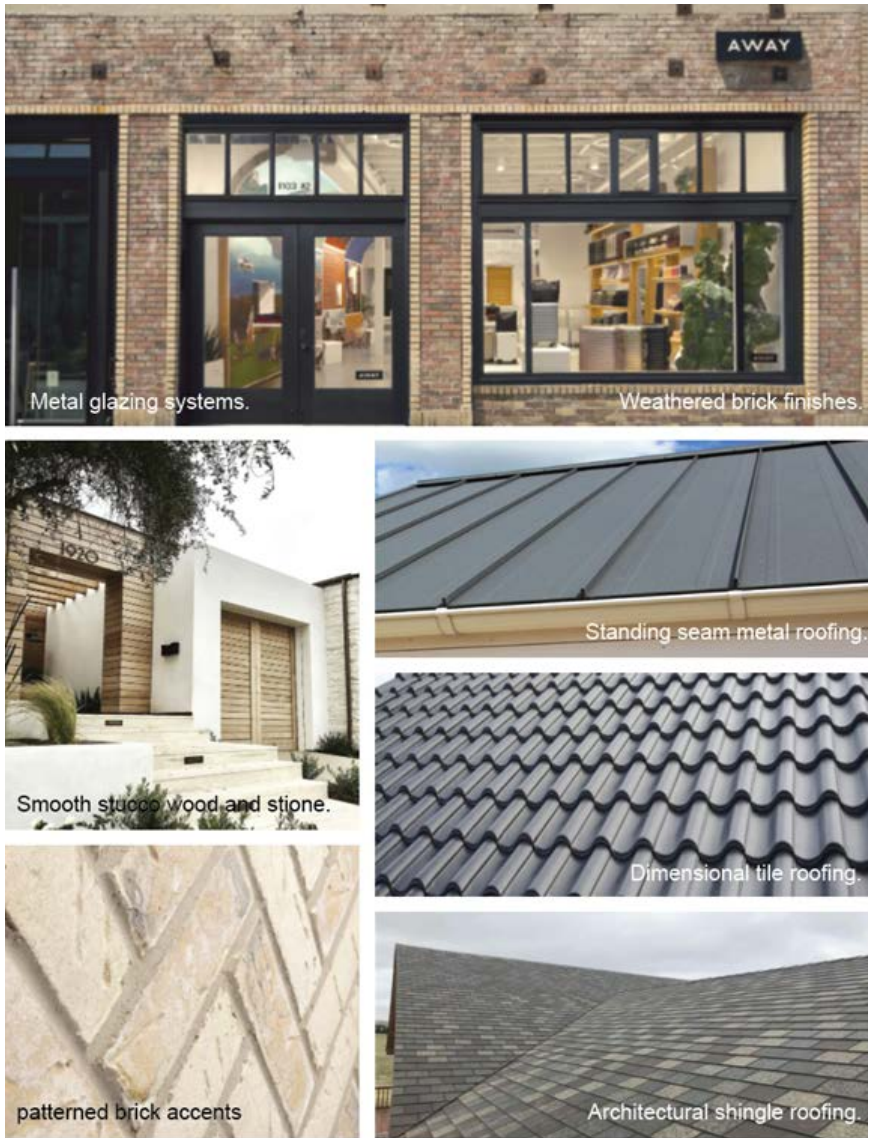
Material Image 1:



Images are provided for illustrative purposes only

DESIGN STANDARDS

Material Image 2:



Images are provided for illustrative purposes only

Material Image 3:



MIXED USE DISTRICT SUPPLEMENTAL REGULATIONS

The following supplemental regulations are required within a Mixed Use District:

Parking

- For any Street Types (except Major Collectors and Major Arterials) (As depicted in Exhibit E: Street Sections) within a Mixed Use District, perpendicular, angled or on-street parking is required if approved by the Public Works Department. The parking must be within the street Right-Of-Way or a public access easement.
- Off-street surface parking shall be predominantly located behind buildings and accessed by alleys or rear drives whenever possible.
- Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks.
- Parking garages are permitted but may not be taller than any building abutting the garage and while conforming to the design standards listed above.

Building Frontages

Buildings fronting on a Minor Collector, Enhanced Local Street or Residential Street (As depicted in Exhibit E) shall be constructed at the property line adjacent to the minimum 6' wide sidewalk so long as no required easement is encroached upon.

Sidewalks

Any Street Types (Refer to Exhibit E: Street Sections) within or abutting a Mixed Use District must have a minimum sidewalk width of 6 feet. The sidewalk width shall increase to 8 feet when abutting to the front of a building. The sidewalks may meander outside of the Right-Of-Way but must be in a public access easement if not located within the Right of Way. Adjacent sites shall be designed with a continuous pedestrian system throughout the development.



Example of wider sidewalk creating a pedestrian zone between building facade and street/parking.

MIXED USE DISTRICT SUPPLEMENTAL REGULATIONS

Streetscape

- Street and sidewalk furnishings including but not limited to; planting strips, raised planters, trash receptacles, streetlights, street signs, wayfinding signs, seating, public art, water features, fire hydrants and tree grates, shall be similar in design and materials to the images below to the greatest extent possible.
- Street trees may be planted in planting strips or tree wells.



Streetscape Example

Screening

All screening requirements listed in this section shall not supersede the Screening Exhibit contained within the PD.

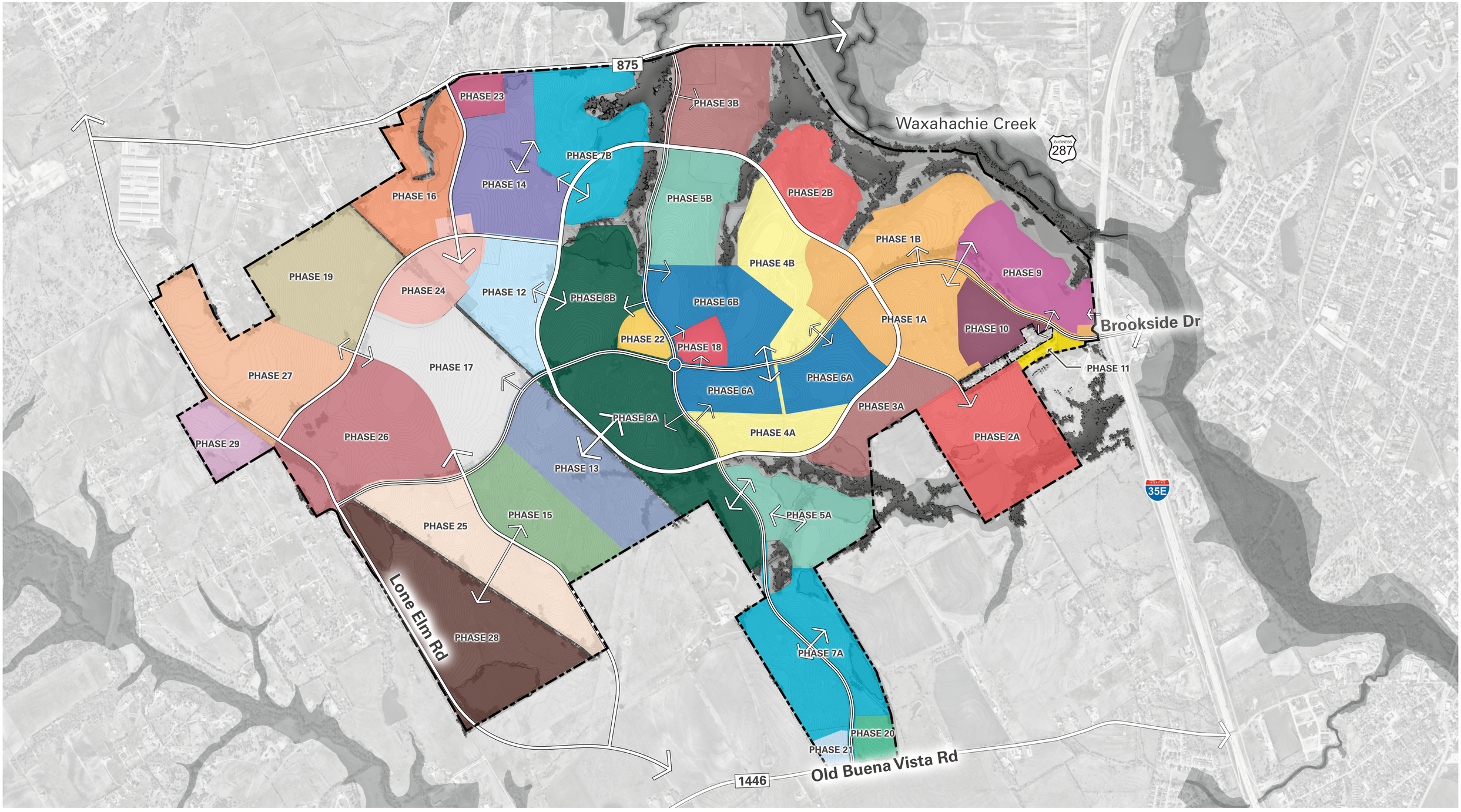
- In the Mixed Use District, when multi-family or mixed use development fronts onto a thoroughfare or adjacent street, so long as no dumpsters, outside storage or loading areas are visible from the street, the required screening is only:
- Screen wall: none required
- Street Trees: One (1) canopy tree at least four (4) caliper inches, planted for every forty (40) linear feet
- Patio fences and perimeter fences for a gated development are permitted within the landscape area.
- The screening requirements for the perimeter areas of the site where buildings do not front onto an adjacent street will default to the City of Waxahachie screening requirement specified in section 5.03(f) of the City of Waxahachie Zoning Ordinance.
- Parking lots exposed to view from abutting single-family residential properties shall be surrounded by a minimum of a 3-foot high barrier in the form of berms, shrubs, walls, or a combination thereof.
- Transformers, HVAC equipment (if located at the ground level), utility meters, and other machinery, as well as garbage collection points, should be located at the rear lane, drive or alley.
    - If such uses are visible from any adjacent rights-of way or property, they shall be fully screened by a fence (minimum 6 ft. wood board on board) or a masonry wall (minimum 6 ft. high) or suitable plants or other visual barrier of an appropriate height.
- Trash dumpsters shall have a metal door which shall remain closed at all times.



KEMP TRACT

DESIGN REQUIREMENTS

EXHIBIT P –PHASING



minto

TBG

KFM

Kemp Tract

Exhibit O - Phasing Plans

Waxahachie, Texas
01/08/2026

TBG
3232 e cesar chavez st
bldg 1, suite 100
austin, tx 78702

[512] 327 1011
tbgpartners.com

Phasing shown as of 11/06/2025. Phasing exhibit will be updated as development proceeds.

0 400' 800' 1600'

After recording return to:
City Manager
Waxahachie City Hall
401 S. Rogers Street
Waxahachie, Texas 75165

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RE CORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") by and between the City of Waxahachie, Texas, a home-rule municipality (the "City") and Minto Communities Texas, LLC, a Texas limited liability company (the "Developer"), is made and entered into effective _____, 2026. The "MMD" (hereinafter defined) will join this Agreement as set forth below and after such joinder shall become a party to this Agreement. The foregoing parties are sometimes referred to singularly as "Party" and collectively as the "Parties."

SECTION 1
RECITALS

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2;

WHEREAS, the Developer has contracted for the acquisition of 3,169.5 acres of real property, a portion of which is located within the corporate limits of the City, described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the "Property");

WHEREAS, a portion of the Property is within the City's municipal boundaries and a portion of the Property is outside the municipal boundaries but within the City's extraterritorial jurisdiction (that portion outside of the City's municipal boundaries but within the City's extraterritorial jurisdiction is referred to herein as the "ETJ Parcel");

WHEREAS, Developer is agreeable that the ETJ Parcel will be annexed into the City's municipal boundaries after acquisition by the Developer and that this Agreement shall serve as a voluntary petition for annexation of the ETJ Parcel;

WHEREAS, as generally described and depicted on the Concept Plan, the Developer intends to develop the Property with traditional residential, active adult, mixed use and multifamily components (the "Project");

WHEREAS, on or about the Effective Date the City has approved a Planned Development District which sets forth development standards for the development of the Property (the "Zoning Ordinance");

WHEREAS, this Agreement contains additional standards for the development of the Property (the "Development Standards");

WHEREAS, the Zoning Ordinance and Development Standards are the exclusive standards for the development of the Property;

WHEREAS, a portion of the Property is located within the City's sewer and water CCN, and the Parties intend that the City will be the retail provider of water and sewer service to the Property and that the City will incorporate into the City's sewer and water CCNs the portion of the Property within Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel Water Service Corporation water CCN after such portion of the Property is removed from such CCNs;

WHEREAS, a portion of the Property is located within Emory Lakes Public Improvement District (the "PID") created by the City pursuant to Resolution No. 1308 adopted on April 19, 2021, and the City upon receipt of a property owner petition meeting the requirements of Chapter 372 intends to call a public hearing on the issue of whether to dissolve the PID;

WHEREAS, the Developer shall submit a petition to the Texas Commission on Environmental Quality ("TCEQ") for the creation of a Municipal Management District (the "MMD") for the Property, as a municipal management district operating pursuant to the laws of Chapter 375, Texas Local Government Code, as amended and Chapter 49, Texas Water Code, as amended (the "MMD Act");

WHEREAS, the MMD Act allows a district to divide, ultimately resulting in multiple districts within the original boundaries of the MMD and to avoid the duplication of effort and provide greater efficiency, the Parties have determined to provide for the acquisition, construction, improvement, and financing of certain MMD Improvements by designation of one of such new districts as the district (the "Master District") responsible for coordinating and managing such activities;

WHEREAS, it is contemplated the Master District will enter into contracts with the other new districts created by division of the MMD (the "Participating Districts" and along with the Master District, the "Districts") to undertake and perform the obligations of the Master Districts with regard to the (a) acquisition, construction, improvement, and financing of the MMD Improvements that are regional in nature (the "Regional Projects"); and

WHEREAS, it is contemplated that the Master District will issue its contract revenue bonds to finance the acquisition and construction of the Regional Projects secured by revenues, including payments from the Participating Districts; and

WHEREAS, the City has consented to the creation of the MMD by the TCEQ, and any divisions, annexations or exclusions of the MMD or any divided districts provided that such divisions, annexations and exclusions are within the Property and subject to any conditions set forth in the City TCEQ Consent Resolution attached hereto as **Exhibit H** and the conditions set forth in Section 3.2 and Section 3.3 herein;

WHEREAS, Developer anticipates commencing development of the Project upon the execution of this Agreement and creation of the MMD by the TCEQ as described herein;

WHEREAS, Developer and City desire that Developer be responsible for and shoulder the financial burden for the infrastructure impact required for the development of the Property as set forth in this Agreement;

WHEREAS, the Parties desire and intend that Developer will design, construct, install, and/or make financial contributions toward the MMD Improvements (as defined below) as authorized by the MMD Act, and that Developer's costs incurred therewith will be financed or reimbursed through multiple sources, including Impact Fee Credits and MMD Bond Proceeds (as defined below) or other revenues of the MMD in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office; provided further that Developer shall only be entitled to either be reimbursed through MMD Bond Proceeds or Impact Fee Credits for a given cost;

WHEREAS, the Parties desire and intend for the design, construction, installation, and maintenance of the MMD Improvements to occur over the term of this Agreement and that Developer will dedicate to and the City will accept certain of the MMD Improvements for public use and maintenance, and the MMD or HOA shall continue to maintain certain of the MMD Improvements subject to the City's approval of the plans and inspection of the MMD Improvements in accordance with **Exhibit N** to this Agreement and the City Regulations;

WHEREAS, the City and Developer intend that the MMD Improvements Cost of the MMD Improvements will be paid from the net proceeds of MMD Bonds issued by the Districts or other revenues of the MMD in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended;

WHEREAS, the Districts, subject to the City TCEQ Consent Resolution, the satisfaction of all conditions for MMD Bond issuance, Developer's substantial compliance with this Agreement, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the indenture or Bond Resolution (each as defined below) authorizing the MMD Bonds, shall use good faith efforts to issue, in one or more series MMD Bonds for the purpose of financing the MMD Improvements, acquiring the MMD Improvements, and reimbursing Developer for certain associated costs as described herein; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the MMD or the Districts, the issuance of MMD Bonds, or the preparation of documentation related thereto, including any costs incurred by the City or the MMD and its consultants and advisors (excluding the fees associated with closing the MMD Bonds and paid from MMD Bond Proceeds), Developer shall be responsible for advancing such funds and shall have a right to reimbursement for the funds advanced from the MMD Bond Proceeds, and the City will not be responsible for such reimbursement or the payment of any such costs from any other sources of funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION 2
DEFINITIONS

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Bond Resolution means the resolution or order of the MMD Board authorizing the issuance of a series of MMD Bonds.

Brookside Improvements mean the road improvements to the intersection of Brookside Road and Business 287.

Capital Improvement(s) shall have the meaning provided in Chapter 395, Texas Local Government Code as well as park and recreational facilities.

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

Capital Improvements Plan ("CIP") means all capital improvements plan(s) duly adopted by the City under Chapter 395, Texas Local Government Code, as may be updated or amended from time to time.

Certificate of Convenience and Necessity ("CCN") means a certificate of public convenience and necessity issued by the Texas Public Utilities Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

City means the City of Waxahachie, Texas, a home-rule municipality.

City Code means the Code of Ordinances, City of Waxahachie, Texas.

City Council means the governing body of the City.

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

City Regulations means the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including, without limitation, park dedication fees), design standards (including, without limitation, pavement thickness), and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a plat for that phase unless construction has

not commenced within two years of approval of such plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences. The term does not include Impact Fees, which shall be assessed on the Property in accordance with this Agreement.

City TCEQ Consent Resolution means City Resolution No. 1386, adopted by the City Council on September 9, 2025, and attached as **Exhibit H**.

Civic Sites mean the sites expected to be used by the City to accommodate its municipal needs.

Claims has the meaning set forth in Section 6.13.

Concept Plan means the intended conceptual plan for the development of the Project as depicted on **Exhibit C**.

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the standards set forth in the Zoning Ordinance and applicable City Regulations.

District(s) means the Master District and any Participating Districts created through the division of the original MMD pursuant to Section 49.316 of the Texas Water Code.

East Route has the meaning set forth in Section 4.4(c)(4)(a).

Effective Date means the date on which Developer closes on the Property.

End User means any tenant, user, or owner of a Fully Developed Lot, but excluding the HOA.

ETJ Parcel means the portion of the Property that is currently located outside the municipal boundaries but within the City's extraterritorial jurisdiction.

Floor Plans means residential home construction documents for single family attached (such as townhomes and attached villas) and detached, prepared, signed and sealed by an architect licensed in the State of Texas for a specific type of home.

Fully Developed Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the MMD Improvements and for which a plat has been approved by the City and recorded in the Real Property Records of Ellis County.

HOA means one or more homeowner's association that shall cover the traditional residential portion of the Property and one or more homeowner's association that shall cover the active adult portion of the Property, all of which shall privately function as a homeowners association for the Project, or such similar name as may be available with Texas Secretary of State, and its successors.

HOA Maintained Improvements means the facilities set forth on **Exhibit N** to be maintained and operated by the HOA.

Impact Fees means those fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Impact Fee Credits means credits against Impact Fees otherwise due from the Project to offset Capital Improvement Costs.

Indenture means a trust indenture by and between the MMD and a trustee bank under which MMD Bonds are issued and funds are held and disbursed.

Joinder Agreement means the form of agreement as set forth in **Exhibit I**.

Living Unit Equivalent means the water or wastewater demand from a typical single-family residential connection.

Master District means a municipal management district created by division of the MMD that is contractually responsible for the construction and financing of Regional Projects in the Property, including water, wastewater, drainage, and roads.

Mayor means the Mayor of the City.

MMD means Waxahachie Municipal Management District No. 1 to be created by the TCEQ for the Property pursuant to the MMD Act.

MMD Act means Chapter 375, Texas Local Government Code, as amended.

MMD Board means the Board of Directors of the MMD or any of the Districts.

MMD Bonds means bonds, notes, or other obligations or indebtedness that are issued or incurred by the Districts in accordance with the MMD Act.

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

MMD Initial Capital Improvement Plan means the capital improvement plan prepared in compliance with Section 375.207(b) approved herein and attached as **Exhibit J-1**, **Exhibit J-2**, **Exhibit J-3** and **Exhibit J-4.**

MMD Improvements means the on- and off-site public water, sewer, drainage, and roadway facilities, along with other public improvements authorized by the MMD Act that benefit the Property, to be constructed or caused to be constructed by Developer, including but not limited to the improvements identified on **Exhibit D-1**, **Exhibit D-2**, **Exhibit E-1**, **Exhibit E-2**, **Exhibit F-1**, **Exhibit F-2**, **Exhibit F-3**, **Exhibit F-4**, **Exhibit F-5**, **Exhibit F-6**, **Exhibit F-7**, and **Exhibit F-8**, the estimated costs of which are shown on **Exhibit J-3** and **Exhibit J-4** and for which the Parties intend Developer will be fully or partially reimbursed pursuant to the MMD Act and the terms of this Agreement.

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

MMD Maintained Improvements mean the MMD Improvements to be owned and/ or maintained by the MMD as set forth on **Exhibit N**.

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

Participating Districts mean the municipal management districts created by division of the MMD, but excluding the Master District.

PID means the Emory Lakes Public Improvement District.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Project and/or to be constructed by the Developer and dedicated to, owned by, and maintained by the City or MMD under this Agreement as shown in **Exhibit N**. The term includes the MMD Improvements.

Project means the intended development of the Property, as generally described and depicted on the Concept Plan, and containing traditional residential, active adult, mixed use and multifamily components.

Pro Rata means for any MMD Improvement that the City requests be oversized, the percentage of capacity in such MMD Improvement that is attributable to each Party.

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

Released Parties has the meaning set forth in Section 6.13.

Temporary Structure means any trailer or similar structure placed on the Property by the Developer on a temporary basis.

TCEQ means the Texas Commission on Environmental Quality.

West Route has the meaning set forth in Section 4.4(c)(4)(a).

Zoning Ordinance means City Ordinance No. [_____][1] which ordinance is attached hereto for reference only as **Exhibit G**, and includes all subsequent amendments thereto.

SECTION 3
MUNICIPAL MANAGEMENT DISTRICT

3.1 City Consent to MMD Creation.

(a) On September 9, 2025, the City approved the resolution attached as **Exhibit H** (the "City TCEQ Consent Resolution") supporting the inclusion of the Property within the proposed MMD and consenting to the creation of the MMD in accordance with the MMD Act, subject to any conditions provided therein. While the City TCEQ Consent Resolution is in effect

[1] **Note to Draft**: This will be the PD

the City agrees to adopt such further consent resolutions and execute such further documents as may reasonably be necessary by the Developer, the TCEQ, the Attorney General of the State of Texas, or the MMD to evidence the City's consent consistent with the City TCEQ Consent Resolution.

(b) The City TCEQ Consent Resolution provides that the MMD shall be able to divide into a number of districts pursuant to the terms of Section 49.316 of the Texas Water Code and be able to annex or exclude land within the boundary of the MMD or any other district created by the division of the MMD within the boundaries of the MMD without seeking additional consent from the City until such time all MMD Bonds are retired after which dividing the MMD into further districts will require City consent.

3.2 Division. Pursuant to Section 49.316 of the Texas Water Code, the MMD may divide sequentially from time to time within the original boundaries of the MMD. A new district created by division of the MMD or any subsequently divided District may not at time of creation, contain any land outside of the original boundaries of the original MMD. A new district created by division of the MMD or any subsequent District is subject to the terms and conditions of the MMD Act, City TCEQ Consent Resolution, and this Agreement. Notwithstanding the foregoing, at least ninety (90) days prior to any division, representatives of the MMD shall make a presentation to the City Council which shall include, among other things, the reasons for the division, the proposed tax rate applicable to the newly divided district, and the current status of development across the Property. Any Districts created by division of the original MMD shall be required to execute the Joinder Agreement at the time of its organizational meeting. Except as otherwise provided herein, any Joinder Agreement entered into pursuant to this Agreement shall not require the approval or consent of the City Staff or City Council but shall include a description of the portion of MMD Improvements that are projected to be constructed and financed by the new district.

3.3 Annexation and Exclusion. No further City consent shall be required for the MMD or any subsequently divided District to annex or exclude land from its boundaries; provided that any such land annexed or excluded must be within the original boundaries of the Property. To the extent the MMD or any subsequently divided District wishes to annex or exclude land outside of the Property, such action shall require the consent of City Council. Notwithstanding the foregoing, at least ninety (90) days prior to any annexation or exclusion, representatives of the MMD shall make a presentation to the City Council which shall include, among other things, the reasons for the annexation or exclusion.

3.4 Master District. The Master District intends to acquire, construct, extend, and finance certain of the regional MMD Improvements in stages to meet the needs of the continually developing Property. The Master District plans to finance the cost of acquiring and constructing the MMD Improvements through the issuance of MMD Bonds secured by charges paid by each Participating District to the Master District pursuant to a contract, from the proceeds of a special ad valorem tax (the "Contract Tax"), charges, or other legally available funds.

3.5 Tax Rate. The maximum tax rate equivalent of the MMD (including debt service taxes, Contract Tax, maintenance and operations taxes, and assessments) for financial feasibility

of an MMD Bond shall not exceed $0.72 per $100 of taxable assessed value, unless otherwise agreed to by the Parties.

3.6 MMD Execution of Agreement. The Developer and the City intend that this Agreement shall be binding upon the MMD from and after the date the MMD executes a joinder to this Agreement in substantially the same form as set forth in **Exhibit I**, attached hereto (the "Joinder Agreement") and made a part hereof. The MMD shall execute such Joinder Agreement at the time of its organizational meeting. Any Districts created by division of the original MMD shall be required to execute such Joinder Agreement at the time of its organizational meeting. Such Joinder Agreement shall specify which of the MMD Improvements set forth on **Exhibit N** will be maintained by the newly divided District.

3.7 Dissolution of MMD.

(a) The City may dissolve the Districts at any time after all of the Districts have issued MMD Bonds to finance MMD Improvements Costs paid or incurred to construct the MMD Improvements that are required to serve full development of the Property and the Developer has been fully reimbursed for all MMD Improvements Costs. Any such dissolution shall be conducted in accordance with Texas Local Government Code § 375.263, which provides that, upon adoption of an ordinance dissolving a Municipal Management District, the City succeeds to all property and assets of the District and assumes all bonds, debts, obligations, and liabilities of the District. Upon dissolution, the City shall also assume the maintenance, operation, and ownership responsibilities of all MMD Improvements pursuant to Texas Local Government Code § 375.263, which items are further identified in **Exhibit N**.

(b) Should the MMD Board elect to dissolve a District pursuant to Texas Local Government Code § 375.261 (and subject in all respects to the provisions of Texas Local Government Code § 375.264), the MMD Board of the dissolving District must find an entity to assume all bonds, debts, obligations and liabilities of the dissolving District prior to the dissolution, including without limitation, a permanent entity to assume maintenance of the MMD Maintained Improvements (as defined below) as set forth in **Exhibit N**.

3.8 Elected Board. The TCEQ petition for creation of the MMD shall include a request for an elected Board pursuant to Section 375.0645, Texas Local Government Code.

3.9 Coordination. In order to effectively and efficiently coordinate the development of the Property, the City, MMD and Developer agree to undertake, at a minimum, the actions described in this Article III.

3.10 Initial Board of Directors. The City and Developer agree the initial Board of Directors of the MMD shall be the following:

1. Jana Vinsonhaler
2. Michael Hume
3. Caether Crustinger
4. Juan Valles
5. Michael Sudac

3.11 Joint Planning Meeting. A semi-annual utility planning meeting shall be held each year in January and July between the Developer, engineer(s) for the Districts, and the appropriate City staff to coordinate the development status, future utility requirements, and anticipated infrastructure demands within the MMD.

3.12 Provision of MMD Agendas. The City shall be provided with the agenda for all MMD Board meetings, and such meeting agendas shall be posted at City Hall in compliance with the Texas Open Meetings Act.

3.13 Transparency. Each of the Districts must provide the following information on a publicly available website:

(a) the name of each member of the governing body of the applicable District;

(b) the mailing address, e-mail address, and phone number of the applicable District;

(c) contact information for each member of the governing body of the applicable District;

(d) the applicable District's budget for the preceding two years;

(e) the applicable District's proposed or adopted budget for the current year, including the change in the amount of the applicable District's budget from the preceding year to the current year, by dollar amount and percentage;

(f) the amount of property tax revenue budgeted for maintenance and operations for the preceding two years and the current year;

(g) the amount of property tax revenue budgeted for debt service for the preceding two years and the current year;

(h) the maintenance and operations tax rate for the preceding two years;

(i) the debt service tax rate for the preceding two years;

(j) the proposed maintenance and operations tax rate for the current year;

(k) the proposed debt service tax rate for the current year; and

(l) the most recent financial audit.

3.14 City Notice Regarding Debt Issuance. Prior to the issuance of any debt by the Districts, the MMD shall provide to the City's Finance Director, City Manager or their designee not less than 30 days prior to the bond sale date the following documents in connection with the sale of MMD Bonds:

1. Preliminary Official Statement;
2. Maturity Schedule;

3. Cash Flow Schedule; and
4. Confirmation that the District meets the requirements of Section 3.2 above.

SECTION 4
MMD IMPROVEMENT[2]

4.1 MMD Improvements. The MMD Improvements and MMD Improvements Cost are subject to change as may be agreed upon by the Developer and the MMD or any of the Districts and, if changed, shall be updated by the Developer and the MMD or any of the Districts consistent with the MMD Act. All approved plats within the Project shall include those MMD Improvements located therein.

4.2 Construction, Ownership, and Transfer of MMD Improvements.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City prior to any preconstruction meeting, contract specifications and necessary related documents for the MMD Improvements.

(b) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the MMD Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected, and all applicable fees, including but not limited to Impact Fees (subject to the terms hereof and any applicable credits), permit fees, and inspection fees, shall be paid by Developer, in accordance with this Agreement, the City Regulations, and any other governing body or entity with jurisdiction over the MMD Improvements.

(c) Ownership. As set forth on **Exhibit N**, all of the MMD Improvements and Public Infrastructure that do not constitute MMD Maintained Improvements or HOA Maintained Improvements shall be owned by the City upon acceptance of them by the City. The Developer agrees to take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the MMD Improvements and Public Infrastructure to the City for public use.

4.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and sewer MMD Improvements or any portion thereof, the City shall maintain and operate the water and sewer MMD Improvements and provide retail water and sewer service to all portions of the Property then in the City's water CCN and wastewater CCN sufficient to serve all Living Unit Equivalents at full build out, currently estimated to be 13,555, at sufficient pressure to provide emergency service based on the development schedule attached hereto as **Exhibit M**.

[2] **Note to Draft:** This entire section to be discussed with in terms of what projects (water, wastewater, roadway) are required and at what stage.

(b) Upon final inspection, approval, and acceptance of the Roadway Improvements required under this Agreement or any portion thereof, the City shall maintain and operate the public roadways and related storm sewer improvements.

(c) Upon final inspection, approval, and acceptance of any MMD Improvements to be owned and/ or maintained by the MMD as set forth on **Exhibit N**, the MMD shall maintain such MMD Improvements (the "MMD Maintained Improvements").

(d) The obligation to fully fund, construct, and complete the required open space, park space, trails, landscaping, and amenity improvements as set forth in the Zoning Ordinance shall be borne solely by the Developer and not by the HOA. Completion of said improvements shall be required prior to turning the improvements over to the HOA. However, after turnover, the HOA may continue to add to the amenities without the participation of the Developer. The HOA shall maintain and operate the facilities as set forth on **Exhibit N** designated as maintained by the HOA (the "HOA Maintained Improvements") including, but not limited to those located within public rights-of-way, MMD owned or City-owned property.

4.4 Wastewater/Sanitary Sewer Facilities.[3]

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of the wastewater improvements necessary to serve the Property (the "Wastewater Improvements"), including the major Wastewater Improvements as shown on **Exhibit D-1** attached hereto. Developer shall be responsible for the dedication of any easements lying within the Property necessary for Wastewater Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City) for all development. The costs of obtaining off-site easements may be included in the applicable MMD Improvement Costs to be reimbursed to the Developer through the MMD.

(b) Timing of Developer's Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all Wastewater Improvements necessary to serve each phase of the Project. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Offsite Wastewater Lines

(1) Developer is responsible for the design, installation, and construction of the offsite wastewater improvements necessary to serve the Property (the "Offsite Wastewater Improvements"), as shown on **Exhibit D-2** attached hereto.

(2) The Developer shall use its commercially reasonable efforts to secure off-site easements and rights of way necessary for the Offsite Wastewater Improvements, including the lines set forth on **Exhibit D-2**. If the Developer is unable to obtain the off-site easements or rights-of-way and is unable to identify a feasible alternative to the Offsite

[3] **Note to Draft**: Subject to further discussion between the City and Minto regarding the structure and timing of the offsite wastewater improvements.

Wastewater Improvements, the City shall be required to take necessary steps to obtain such easements or rights-of-way, including through the use of the City's eminent domain authority; provided that such easements shall be acquired at solely the Developer's cost.

(3) The Parties acknowledge that design of the Offsite Wastewater Improvements has begun and preliminary engineering documents have been provided to the City by the Developer.

(4) The Offsite Wastewater Improvements shall be constructed in phases as follows:

(a) A significant offsite sanitary sewer improvement is required to support the proposed development and is shown on **Exhibit D-2**. Two potential routing alternatives have been identified for evaluation: an eastern alignment (the "East Route") and a western alignment (the "West Route"). The West Route, as shown on **Exhibit D-2** is agreed and acknowledged by the Parties as the preferred alignment for planning, preliminary design, and coordination, subject to further engineering analysis, permitting requirements, right-of-way availability, environmental constraints, and constructability considerations. The East Route, as shown on **Exhibit D-2**, approximately follows the existing alignment of the City's gravity sanitary sewer infrastructure and shall be evaluated as requested by the City and shall be used in the event the West Route is not feasible. The parties further acknowledge and agree that additional routing alternatives or refinements to the identified routes may be identified during the course of engineering, permitting, or coordination efforts, and that such alternatives may ultimately prove to be more feasible or beneficial for the overall system.

(b) Final selection and approval of the sanitary sewer alignment shall be made by the City, based on applicable design standards, system requirements, right-of-way availability, environmental constraints, constructability, and other relevant considerations.

(c) Costs for the Offsite Wastewater Improvements shall be shared between the Parties on a Pro Rata basis based on the final design plans for the Offsite Wastewater Improvement. Each Parties' Pro Rata share shall include engineering, design, legal, surveying, construction, material testing, inspection, materials, labor, bonds, construction management services, bidding, contracting, construction staking, insurance costs and all related fees and expenses related to the Offsite Wastewater Improvements. The City shall pay its Pro Rata share of construction costs to the District on a monthly basis based on pay applications received by the District and provided to the City by the District's engineer. If City fails to make a payment for an applicable pay application when due, Developer has the right, but not the obligation, to pay the City's portion of such pay application and charge the City

interest on the unpaid balance until the City pays its portion of such pay application. Interest shall be at 10% per annum or the maximum rate allowed by law, whichever is lower.

(d) To the extent the City requests any other Wastewater Improvement be oversized to serve users outside of the Property, the costs for such applicable Wastewater Improvement shall be shared between the Parties on a Pro Rata basis based on the final design plans for the applicable Wastewater Improvement. The City shall pay its Pro Rata share of construction costs for any such oversized facility to the District on a monthly basis based on pay applications received by the District and provided to the City by the District's engineer. If City fails to make a payment for an applicable pay application when due, Developer has the right, but not the obligation, to pay the City's portion of such pay application and charge the City interest on the unpaid balance until the City pays its portion of such pay application. Interest shall be at 10% per annum or the maximum rate allowed by law, whichever is lower.

(e) The Developer shall be responsible for the design and permitting of the necessary sanitary sewer transmission system components to convey sanitary sewage from the Property to the City wastewater treatment facility headworks. The Developer shall be responsible for construction to the point of connection, as shown in **Exhibit D-2**. The City shall be responsible for construction from the point of connection to the headworks as shown in **Exhibit D-2**. The City shall have the option to request the Developer fund the final physical connection from the point of connection point to the headworks. In the event the Developer funds the improvements from the point of connection to the headworks, such costs shall be eligible for Impact Fee Credits as set forth in this Agreement.

(5) Developer shall be eligible for water, and sewer Impact Fee Credits as set forth in the Impact Fee Credits framework attached hereto as **Exhibit P** for any payments made towards the Offsite Wastewater Improvements.

4.5 Water Facilities.

(a) Developer's General Obligations. Developer is responsible for design, installation, and construction of all water improvements necessary to serve the Property ("Water Improvements"), including: (i) the major Water Improvements as shown on **Exhibit E-1** attached hereto, (ii) two 16" offsite water lines as shown on **Exhibit E-2** attached hereto, and (iii) an elevated storage tank as shown on **Exhibit E-1** attached hereto. The Developer shall be responsible for the dedication of any easements lying within the Property necessary for Water Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City). All costs incurred by Developer for obtaining off-site easements shall be included in the applicable MMD Improvement Costs to be reimbursed to the Developer through the MMD.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all Water Improvements necessary to serve each phase of the Project. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Timing of Major Water Improvements.

(1) Prior to the final inspection and approval for the first single-family residential lot, the Developer shall construct the 16" and 20" offsite water lines labeled as "Connection #1" and "Connection #2" shown on **Exhibit E-2** attached hereto.

(2) Prior to the City's final inspection and approval for a Living Unit Equivalent above the 650-foot pressure plane, the Developer shall construct or cause to be constructed an elevated storage tank and associated appurtenances, as shown on **Exhibit E-1** attached hereto.

(3) Developer shall be eligible for water, and sewer Impact Fee Credits as set forth in the Impact Fee Credits agreement attached hereto as **Exhibit P** for any payments made towards the improvements set forth in this Section 4.5(c).

(d) Easements and Rights of Way. The Developer shall use its commercially reasonable efforts to secure off-site easements and rights of way necessary for the offsite water lines set forth on **Exhibit E-2**. In the event the Developer is unable to obtain the off-site easements or rights-of-way, the City shall be required to obtain such easements or rights-of-way, including through the use of the City's eminent domain power; provided that such easements shall be acquired at solely the Developer's cost.

4.6 Roadway Facilities.

(a) Developer's General Obligations.

(1) The Developer is responsible for the design, installation, funding and construction of all roadway facilities required to serve the Property (the "Roadway Improvements"). The major Roadway Improvements required for the development of the Property are shown on **Exhibit F-1**, **Exhibit F-2**, **Exhibit F-3**, **Exhibit F-4**, **Exhibit F-5**, **Exhibit F-6**, **Exhibit F-7**, and **Exhibit F-8** attached hereto. Future roadway improvements shall be dictated by traffic impact analyses that are completed for each increment of approximately 1,000 residential lots, or such other combination of residential and non-residential land uses generating a comparable volume of traffic and **Exhibit F-1**, **Exhibit F-2**, **Exhibit F-3**, **Exhibit F-4**, **Exhibit F-5**, **Exhibit F-6**, **Exhibit F-7** and **Exhibit F-8** may be amended from time to time solely with approval of the City Manager and Developer to reflect the Roadway Improvements dictated by such future traffic impact analyses. The design of all Roadway Improvements shall be approved by the City in advance of the construction of same.

(2) Waxahachie Creek Bridge. The Developer shall be responsible for the construction of the Brookside Rd. bridge located over Waxahachie Creek as reflected in

Exhibit F-7 no later than one hundred twenty (120) days after the 1500th building permit for the Project is issued by the City. Prior to commencing the design for the bridge expansion, the Developer shall prepare and submit to the City two (2) opinion of probable cost estimates ("OPC") for the proposed improvements. The first OPC shall reflect the expected cost to reconstruct and expand the bridge at its current grade (which shall not require demolition of the existing bridge) and the second OPC shall reflect the expected cost to expand and raise the bridge above its current elevation (which shall require demolition of the existing bridge). The City shall have the option to require the Developer to construct a raised bridge in lieu of expanding the bridge at its current grade by providing written notice to Developer, provided that the City shall be responsible for paying the Developer the difference in cost between constructing the bridge at grade and raising the bridge. Should the City elect to raise the bridge, the City shall pay its share of the construction costs to the District on a monthly basis based on pay applications received by the District and provided to the City by the District's engineer. If City fails to make a payment for an applicable pay application when due, Developer has the right, but not the obligation, to pay the City's portion of such pay application and charge the City interest on the unpaid balance until the City pays its portion of such pay application. Interest shall be at 10% per annum or the maximum rate allowed by law, whichever is lower.

(3) Developer Contribution to City Road Fund. The Developer agrees to contribute $12.5 million dollars to the City for use on road improvements at FM 1446 and FM 875. The Developer shall make a payment to the City in arrears of $1,250,000 for each 1,000 certificates of occupancy that are approved by the City for improvements on the Property such that the payment obligation shall be complete once 10,000 certificates of occupancy have been granted by the City for improvements on the Property. Upon receipt of each payment, the City shall deposit the funds in a separate interest-bearing account and shall use such funds and any interest thereon exclusively for the road expansion of FM 1446 and FM 875. Neither the Developer nor the MMD shall be obligated to contribute any additional funds to the City road fund for the purposes described herein. In the event some or all of the funds are not needed for the construction of the aforementioned roads, the unused amounts shall be refunded to Developer along with interest generated on such refunded amounts.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related Roadway Improvements necessary to serve such phase of the Project in accordance with construction plans approved by the City and generally in accordance with the phasing exhibit of **Exhibit F-8**. Thereafter, the roads shall be conveyed to the City for ownership and maintenance. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Timing of Road Improvements.

(1) Prior to the issuance of the initial building permit for the first residential home constructed within the Property, a minimum 24-foot temporary access route shall be provided throughout the overall development from IH-35E to an existing curb cut in FM 875 at the approximate location shown on **Exhibit F-5**, the Fire Access Easement, and Developer

shall complete the Roadway Improvements identified on **Exhibit F-6**. The access route shall be provided by means of public street, fire lane, temporary all-weather access, or a combination thereof. The final alignment of the access route shall be coordinated with the City's Fire Marshal prior to the commencement of construction and periodically throughout the life of development.

(2) Prior to the issuance of a final permit on the first home constructed within development, Developer shall complete the Roadway Improvements identified on **Exhibit F-6**.

(3) Subject to the terms of Section 4.6(d), Developer shall be required to complete the Brookside Improvements identified in **Exhibit F-7** that were not included in **Exhibit F-6** no later than one hundred twenty (120) days after the 1500th building permit for the Project is issued by the City.

(4) After Brookside Rd. is deemed a road with level D service pursuant to a traffic impact analysis required pursuant to Section 4.6(a)(1) of this Agreement, the Developer shall begin design and construction of the intersection improvements for FM 875 or FM 1446, as determined by the Developer as identified on **Exhibit F-8**. Such constructions shall be completed by Developer no later than twenty-four (24) months from the time Brookside Rd. is deemed a road with level D service as contemplated by the preceding sentence, provided that such timeline may be modified to account for any delays in permitting through TxDOT which are outside of the Developer's control. After completion of the improvements described in the prior sentence and upon such time as Brookside Rd. is again deemed a road with a level D service pursuant to a traffic impact analysis required pursuant to Section 4.6(a)(1) of this Agreement, Developer shall begin construction of the intersection improvements for FM 1446 or FM 875, as applicable, as identified on **Exhibit F-8**. Such constructions shall again be completed by Developer no later than twenty-four (24) months from the time Brookside Rd. is deemed a road with level D service as contemplated by the preceding sentence, provided that such timeline may likewise be modified to account for any delays in permitting through TxDOT which are outside of the Developer's control.

(5) The Traffic Impact Analysis ("TIA") dated December 18, 2025 and prepared by Westwood Engineering identifies the required off-site Roadway Improvements and applicable improvement thresholds for the development and shall be deemed approved for such purposes. Any future TIA updates prepared for the Property shall be limited to evaluation of internal roadway improvements and intersection timing configuration and shall not modify or expand the off-site Roadway Improvements set forth herein.

(d) Rights of Way.

(1) The Developer agrees to dedicate or cause to be dedicated to the City or applicable agency, free of liens, claims and encumbrances, the rights of way within the Property for FM 875, FM 1446, and Lone Elm Parkway at the widths shown on **Exhibit F-3** attached hereto, each of which are identified on the City's major thoroughfare plan. The cost of rights of way dedicated for each such road shall be eligible for reimbursement by the MMD.

(2) The Developer shall use its commercially reasonable efforts to secure off-site easements and rights of way identified as Developer's responsibility identified in

Exhibit F-7. If, after 3 months from the time the initial offer letter has been sent, the Developer is unable to obtain the off-site easements or rights-of-way and is unable to identify a feasible alternative to the Brookside Improvements, the City shall be required to take necessary steps to obtain such easements or rights-of-way; provided that such easements shall be acquired solely at the Developer's cost; and provided further that in the event the City is unable to acquire or unwilling to utilize its eminent domain authority to acquire the Brookside right-of-way, the lack of completion of the Brookside Improvements shall not be used as a reason for denial of any plans or permits related to the Property.

(3) The City shall be required to acquire, at its own expense, the rights-of-way required for the Roadway Improvements necessary for the intersection improvements at Brookside Road and Business 287 identified on **Exhibit F-7**.

(4) Developer shall utilize a right-of-way agent for the purposes of acquiring any property interests required by this Agreement.

(e) Impact Fee Credits.

(1) All costs associated with Roadway Improvements shall be eligible for Impact Fee Credits or reimbursement through MMD Bonds, provided that if a proposed Roadway Improvement is not included in the study completed to calculate the City's Impact Fee, then such project shall be eligible for only Impact Fee Credits or reimbursement through MMD Bonds.

(2) Impact Fee Credits that are generated from the construction of the Brookside Improvements that are located within Service Area 4 pursuant to City of Waxahachie, Texas Ordinance No. 3654 shall be eligible to be applied against Impact Fees owed for improvements within the Property which are located within Service Area 3 as set forth in City of Waxahachie, Texas Ordinance No. 3654.

4.7 Impact Fees.

(a) Impact Fees. Water, sewer, and roadway Impact Fees for the Project shall be assessed at the rates adopted by the City Council in effect at the time the plat for a given phase of the Project is recorded in the Property Records and collected upon the issuance of a building permit for each lot within the Property.

(b) Impact Fee Credits. Developer shall be eligible for water, sewer, and roadway Impact Fee Credits or reimbursement of Impact Fees paid for the projects set forth in **Exhibit P**. The City agrees that any Impact Fees generated by the Roadway Improvements shown on **Exhibit F-6** and **Exhibit F-7** shall be used to offset any roadway Impact Fees due by Developer, pursuant to Section 395.023 of the Texas Local Government Code, provided that such Impact Fees are generated by the Property. ss

4.8 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to Developer after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be:

Minto Communities
4443 Lyons Road, Suite D-201
Coconut Creek, FL 33073

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address or through an assignment of Developer's rights hereunder.

4.9 MMD Initial Capital Improvement Plan. Developer's proposed initial 5-year MMD Capital Improvement Plan includes the MMD Improvements and MMD Bonds to be undertaken by the MMD and are attached as **Exhibit J-1** and **Exhibit J-2.**

SECTION 5
PUBLIC IMPROVEMENT DISTRICT

5.1 PID Assessments. As of the Effective Date of this Agreement, the Property is located in whole or in part in the PID. The City agrees that if it receives a property owner petition meeting the requirements of Section 372.011 of the Local Government Code the City will promptly call a public hearing on the dissolution of the PID. Developer acknowledges that, pursuant to Section 372.011 of the Local Government Code, notwithstanding any dissolution the PID shall remain in effect for the purpose of meeting existing obligations of indebtedness for improvements, if any.

SECTION 6
ADDITIONAL OBLIGATIONS AND AGREEMENTS

6.1 Administration of Construction of Public Infrastructure. Subject to the terms of this Agreement including reimbursement, the Parties agree that Developer and/or the MMD will be solely responsible for the construction of all Public Infrastructure including the required Open Space, Park Space, Trails, Landscaping, and Amenity improvements as set forth in the Zoning Ordinance.

6.2 Mandatory Homeowners Association.

(a) The Developer will create the HOA, which shall be mandatory and shall levy and collect from homeowners annual fees in an amount calculated to maintain the HOA Maintained Improvements within the Project. Common areas, including, but not limited to, all landscaped entrances to the Project and right-of-way landscaping and signage, shall be maintained solely by the HOA. Maintenance of public rights-of-way, landscaping, and signage by the HOA shall comply with City Regulations.

(b) The Developer agrees to include a provision in the conditions, covenants, and restrictions for the HOA restricting the use of short-term rentals, as defined in Section 6.5 below, within the Project.

6.3 Zoning. The City has zoned the portion of the Property currently within the City limits as a planned development district in accordance with the Zoning Ordinance attached hereto as **Exhibit G**, which is attached hereto for reference purposes only.

6.4 Manufactured Home.

(a) Residence. Notwithstanding any other provision of this Agreement or the Development Standards to the contrary, upon and after the Effective Date of this Agreement, one (1) HUD-certified manufactured home may be located within the boundaries of each of the Districts; provided, however, such manufactured home must be removed within two hundred seventy (270) days from the date of such installation. The parties acknowledge and agree that any voter trailer, sales trailer, or similar structure placed on the Property by the Developer (collectively, the "Temporary Structure") is intended to be a temporary improvement. The Temporary Structure shall be subject to all applicable City ordinances, codes, and permitting requirements governing temporary structures, including but not limited to requirements for placement, duration, appearance, and removal. Under no circumstances shall the filing or approval of a preliminary or final plat, or the requirement of permanent water, wastewater, or power service be required as a condition to obtaining any permit or authorization for the Temporary Structure.

(b) If a water well, septic system, or any other on-site utility installation is used to serve the Temporary Structure, the Developer shall, at its sole cost and expense, obtain and maintain all permits and approvals required under applicable City ordinances, state law, and any other governing regulatory authority. All such facilities shall be installed, operated, and decommissioned in accordance with applicable health, safety, environmental, and construction standards.

(c) The Temporary Structure shall not be deemed a permanent improvement and shall be removed by the Developer at the cessation of its intended temporary use. Removal shall occur in compliance with all applicable City codes.

6.5 Prohibition on Short-Term Rentals, Accessory Dwelling Units and Hourly Rentals of Property.

(a) Developer agrees that all Property in the MMD shall contain a deed restriction or other real property covenant providing that at no time shall any of the Property be used, allowed to be used, or made available or offered for use as a short-term rental or as an hourly rental of residential property. The foregoing uses of and activities on any of the Property are expressly prohibited. For purposes of this paragraph, (1) "short-term rental" shall mean a residential property, including a single-family dwelling or a unit in a condominium, cooperative, mixed use development, or timeshare, that is rented wholly or partly for a fee for a period not longer than thirty (30) consecutive days. A short-term rental shall not include a hotel, motel, bed and breakfast homes, bed and breakfast inns, or rentals made for less than thirty (30) days upon the sale of a residential dwelling when the tenancy is by the former owner; and (2) "hourly rental of residential property" shall mean a feature or facility that is part of a residential property, including a single-family dwelling or a unit in a condominium, cooperative, mixed-use development or timeshare, and is rented for a period of less than fifteen (15) hours and for a purpose other than providing sleeping accommodations to the lessee.

(b) Notwithstanding the foregoing, "Stay and Play Residences" shall be permitted. For the purposes of this paragraph (b), a "Stay and Play Residence" are Active Adult housing types that are used for the "Stay and Play Getaway Program" which is an allowed use in the Active Adult District (as defined in the Zoning Ordinance) and is hereby used to describe a program where potential purchasers of active adult residential units are allowed to stay at and enjoy residential units at the Property on a short–term basis prior to making a purchasing decision. This program generally provides the potential buyers with usage of a residential unit, golf cart, dining, and access to all amenities and events. Upon buildout and completion of the community, the residential units utilized for this program will be sold similar to the other residential units within the Property. In order to distinguish the Stay and Play program from short term rentals, the stay and play residences must conform to the provisions set forth in Section 5.3.4 of the Zoning Ordinance.

(c) Accessory dwelling units are allowed as set forth in the Zoning Ordinance.

6.6 Building Materials and Architectural Standards.

(a) Following the execution of this Agreement by the Parties, for any structure built on the Property, Developer shall comply with the applicable building construction materials and architectural standards contained in **Exhibit K**, attached hereto and incorporated by reference for single family and cluster homes. Development of multifamily buildings and mixed use commercial development shall comply with the City applicable standards in effect when applications for those buildings are submitted to the City and shall require City Council approval. The Parties specifically agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Other than as set forth in **Exhibit K**, nothing in this Agreement shall be deemed to modify or otherwise amend any zoning or other regulation duly adopted by the City, previously or in the future. With respect to any structures or improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

(b) Developer shall not use copper cladded aluminum electrical wiring in homes within the Property.

(c) Site plans are required only for non-residential and multi-family properties and shall comply with all applicable requirements of Section 7.01 of the Zoning Ordinance. Site plan approval shall be obtained prior to issuance of a civil construction permit for the property subject to that site plan.

6.7 Annexation. The Developer agrees that upon Developer's acquisition of the ETJ Parcel this Agreement shall serve as a voluntary petition to annex the ETJ Parcel into the City's municipal boundaries

6.8 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City-adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between

the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

6.9 Compliance with City Regulations. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement.

6.10 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer or the MMD shall provide all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, parks, trails, street lighting, street signage, and all other required improvements without oversizing. The City shall reimburse the Developer for oversizing Public Infrastructure in accordance with the terms of this Agreement. Developer or the MMD shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise established in this Agreement. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans must be approved by the City's engineer or his or her agent prior to the recording of a plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction. No plat may be recorded in the Real Property Records until appropriate surety for public improvements has been provided pursuant to Chapter 33, Appendix C Section 1.2 of the Waxahachie, Texas Code of Ordinances. For the avoidance of doubt, nothing in this Section 6.10 shall be construed to prevent the City from participating in the costs for or constructing Public Infrastructure within the Property for the purposes of oversizing public infrastructure to serve areas outside of the Property.

6.11 Maintenance Bonds. For each construction contract for any part of the Public Infrastructure for which the City will be responsible for the future maintenance, Developer, or Developer's contractor, must execute a maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract.

6.12 Insurance. For any construction contracts of $1,000,000 or more, Developer or MMD or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City) insurance requirements in the amounts set forth on **Exhibit Q**, which is the City's standard as of the Effective Date. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier that is rated "A-" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer

or the MMD shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

6.13 INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT. **THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S CONCURRENT, CONTRIBUTORY, OR SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE DEVELOPER AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY.

6.14 Status of Parties. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

6.15 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the City on the Effective Date.

6.16 Conveyances for Public Facilities.

(a) The Developer agrees to dedicate or cause to be dedicated to the City, at no cost to the City, a maximum of 10 acres to accommodate municipal needs (the "Civic Sites"). The location of the Civic Sites shall be mutually agreed to by the Developer and the City prior to such dedication when the City identifies a specific need.

6.17 CCN. The portion of the Property shown on **Exhibit L** is currently within the boundaries of the Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel Water Service Corporation water CCN. The City agrees to include that portion of the Property within the boundaries of the City's water and sewer CCN after removal of such portion from the Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel

Water Service Corporation water CCN and cooperate with Developer to execute any documents required for the decertification of the Property from the Sardis-Lone Elm Water Service Corporation and Buena Vista-Bethel Water Service Corporation CCNs. Developer shall be responsible for all costs associated with the decertification from Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel Water Service Corporation water CCN.

6.18 Waxahachie-Midlothian Trail Reserve Design and Conveyance Criteria.

(a) The Waxahachie Midlothian Trail Reserve is to be designated as a regional park and is to be dedicated in segments to the City of Waxahachie. The park improvements shown on **Exhibit O** shall be conveyed or dedicated to the City at no cost or expense to the City. Developer and City shall coordinate for phased dedication of the parkland to the City as development occurs. Trails and amenities within the conveyed property will be constructed by the Developer and generally comply with Exhibit F of the Zoning Ordinance and shall include amenities in accordance with Section 6.3.1.4.8 of the Zoning Ordinance describing requirements for the Waxahachie Regional Park.

(b) The portion of the parkland described as the "Initial Conveyance" on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and issuance of the final certificate of completion by the City. Subject to issuance of permits from agencies having jurisdiction, this segment shall be completed by Developer no later than one year after permits are issued for construction of the segment but not prior to when the segment being built by the City is completed and open to the public from Getzendaner Park to where it connects to the Property.

(c) The portion of the parkland described as the "Second Conveyance" on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 120 days after the permit has been issued for the construction of the home that will result in 50% of the homes platted in the immediately adjacent phase being authorized for construction. The "Second Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via deed once the threshold set forth above is met; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

(d) The portion of the parkland described as the "Third Conveyance" on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 120 days after the permit has been issued for the construction of the home that will result in 50% of the homes platted in the immediately adjacent phase being authorized for construction. The "Third Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via deed once the threshold set forth above is met; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

(e) The portion of the parkland described as the "Fourth Conveyance" on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 120 days after the permit has been issued for the construction of the home that will result in 50% of the homes platted in the immediately adjacent phase being authorized for construction. The "Fourth Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via deed once the threshold set forth above is met; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

(f) Developer shall be responsible for constructing the portion of the trail shown on **Exhibit O** to the specifications set forth in cross section attached hereto as **Exhibit O**.

6.19 Construction of Welcome Center and Model Homes. Permits for model homes and the Welcome Center may be issued only after plats for lots for these structures are filed and fire protection access, as approved by the Fire Chief, is installed; provided, however, the permits for the model homes and Welcome Center may be issued prior to the completion of other subdivision improvements required under the City's Subdivision Ordinance.

6.20 Fire Station. Developer agrees that each Living Unit Equivalent within the Property shall be assessed a one-time fee, to be paid at the time of payment of Impact Fees for a given lot, to pay for a fire station to be located within the Property necessitated by development of the Property, provided however that common area amenities are exempt from this fee:

USE	ASSESSMENT
Single family Residential	$750.00/unit
Multifamily Residential	$500.00/unit
Retail/Commercial	$ 0.75/sq ft
Office	$ .75/sq ft

SECTION 7
EVENTS OF DEFAULT; REMEDIES; MEDIATION

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a

Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

7.2 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.

7.3 Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation prior to any Party instituting litigation.

SECTION 8
ASSIGNMENT; ENCUMBRANCE

8.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The agreements of the City with respect to the regulations applicable to the extraterritorial portion of the Property shall not be assignable but shall be benefits and obligations for compliance that run with the land. The other obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable by Developer, in whole or in part, to any affiliate or related entity of Developer, any lienholder on the Property, or the MMD, without the prior written consent of the City and the MMD or any of the Districts if the MMD joins in this Agreement. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Property shall not be assigned, in whole or in part, by Developer to a non-affiliate or non-related entity of Developer without the prior written consent of the City Manager, subject to the advice and written consent of the Mayor, which consent shall not be unreasonably withheld, conditioned, or delayed. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

8.2 Assignees as Parties.

(a) An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement. Any assignee named in an assignment under Section 8.1 hereof shall be deemed to be a "Developer" and have all of the rights and obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest with the exception of the City and an End User.

(b) Any assignee authorized under this agreement shall be required to execute a joinder agreement which shall include a description of the portion of the Public Infrastructure including parks and trails that are projected to be constructed and funded by the assignee.

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

8.4 Notice of Assignment. Subject to Section 8.1 of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City and the MMD to the extent required under Section 8.1; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 9
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer, the MMD and the Districts if the MMD has executed a joinder, and the City, and forms a part of any other requirements for development within the Property. This Agreement, when approved by the governing body of the City, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

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

SECTION 10
GENERAL PROVISIONS

10.1 Term. This agreement shall be effective for a term of forty-five years from the Effective date. In so far as the MMD is bound by this Agreement, the term of this Agreement applicable to the MMD shall continue for the entire life of the MMD or forty-five (45) years, whichever is greater. In so far as the Developer is bound by this Agreement to construct Public Infrastructure, this Agreement shall bind the Developer until the completion of construction, acceptance by the City or MMD, as appropriate, and completion of the maintenance bond period for all Public Infrastructure required to serve the Property.

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

10.3 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) the MMD Improvements will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(d) the MMD Improvements are public improvements and the MMD Improvements set forth as to be dedicated to the City on **Exhibit N** shall be dedicated to the City in accordance with the MMD Act;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement;

(f) pursuant to Section 395.023, Texas Local Government Code, Developer shall be entitled to Impact Fee Credits against roadway and utility Impact Fees for Capital Improvement Costs incurred in connection with collector or arterial roadways shown on the City's master thoroughfare plan (or comparable planning document) regardless of whether the particular collector or arterial roadway is designated on the City's roadway CIP.

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

To the City:	City of Waxahachie, Texas Attn: City Manager Waxahachie City Hall 401 S. Rogers Street Waxahachie, Texas 75165
With a copy to:	Terrence S. Welch Brown & Hofmeister, LLP 740 East Campbell Road, Suite 800 Richardson, Texas 75081
To Developer:	Mr. Theodore Neuweiler Division President Acquisitions & Development Minto Communities Texas, LLC 4042 Park Oaks Blvd., Suite 450 Tampa, FL 33610
To the MMD:	Waxahachie Municipal Management District No. 1 4514 Cole Ave., Suite 1400 Dallas, TX 75205 Attn: Sanjay Bapat

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

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

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

10.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. The MMD, if it executes a joinder, represents and warrants that this Agreement has been approved by appropriate action of MMD, and that each individual executing this Agreement on behalf of MMD has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is

binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

10.8 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City waives its sovereign immunity and governmental immunity only to the extent authorized by Subchapter I of Chapter 271 of the Texas Local Government Code and any applicable law. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement, or any party that may be construed to be a third-party beneficiary to this Agreement.

10.9 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.10 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Ellis County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Ellis County District Court.

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

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

10.13 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 (10) 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 good faith exercise of good faith, due diligence and reasonable care.

10.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

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

10.16 Anti-Boycott Verification. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, to the extent Section 2271.002, Texas Government Code does not contravene federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.16 shall survive termination of the Agreement until the statute of limitations has run.

10.17 Verification under Chapter 2252, Texas Government Code. Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.17 shall survive termination of the Agreement until the statute of limitations has run.

10.18 No Discrimination Against Fossil-Fuel Companies. Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this

Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.18 shall survive termination of the Agreement until the statute of limitations has run.

10.19 No Discrimination Against Firearm Entities and Firearm Trade Associations. Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.19 shall survive termination of the Agreement until the statute of limitations has run.

10.20 Reimbursement of City Expenses. All reasonable costs and expenses incurred by the City, including but not limited to legal fees, other professional fees, and City administrative costs and expenses, that are in any way associated with the operation and administration of the MMD shall be promptly reimbursed by Developer to the City upon presentation of an invoice for same; provided, however, that the Developer may dispute any portion of an invoice by providing a detailed notice in writing to the City describing the reasons for such dispute and in such event the parties shall cooperate to resolve the dispute within a reasonable time not to exceed thirty (30) days. Such obligation to reimburse the City shall continue until the MMD is dissolved, pursuant to this Agreement.

10.21 Rough Proportionality. Developer hereby agrees that any land or property donated and/or dedicated to the City pursuant to this Agreement, whether in fee simple or otherwise, including any easements (as may be reflected in any final plat), including but not limited to any utility and/or access easements, relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both

Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

10.22 Exactions/Infrastructure Costs. Both the City and Developer have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Developer's and the City's rights under Texas and federal law. Developer and the City hereby waive any requirement that the other retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code and any exemptions from impact fees under current or future law; however, notwithstanding the foregoing and to the extent permitted by law, Developer hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

10.23 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-1	Map of Wastewater Improvements – General
Exhibit D-2	Map of Wastewater Improvements – Offsite Wastewater Improvements
Exhibit E-1	Map of Water Improvements – General
Exhibit E-2	Map of Water Improvements – Offsite Water Lines
Exhibit F-1	Preliminary Onsite Roadways
Exhibit F-2	Roadway Cross-sections
Exhibit F-3	Future Roadways and ROW Dedications
Exhibit F-4	Brookside Configuration Exhibit
Exhibit F-5	FM 875 Fire Access Easement Exhibit
Exhibit F-6	Brookside Offsite Initial Improvements
Exhibit F-7	Brookside Full Buildout
Exhibit F-8	Required Transportation Improvements and Timing
Exhibit G	PD Ordinance
Exhibit H	City TCEQ Consent Resolution
Exhibit I	Form of MMD Joinder Agreement
Exhibit J-1	MMD Initial Capital Improvements Plan - Map
Exhibit J-2	MMD Initial Capital Improvements Plan – Costs
Exhibit J-3	MMD Overall Capital Improvements Summary
Exhibit J-4	MMD Overall Capital Improvements Detail
Exhibit K	Design Requirements
Exhibit L	CCN Boundary

Exhibit M	Project Phasing
Exhibit N	Infrastructure Responsibility
Exhibit O	Regional Parks and Midlothian-Waxahachie Trail Dedication
Exhibit P	Impact Fee Credit Agreement
Exhibit Q	Insurance Requirements

[SIGNATURE PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF WAXAHACHIE, TEXAS

By:_____
Name: Billie Wallace
Title: Mayor
Date: _____

STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on this __ day of _____ 2026, by Billie Wallace, Mayor of the City of Waxahachie, Texas, on behalf of said City.

_____
Notary Public, State of Texas

[SEAL]

DEVELOPER:

[_____],
a [_____] [_____]

By:_____
Name: Theodore Neuweiler
Title: Division President Acquisitions and Development

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2026 by [_____], [_____] of [_____], a [_____] [_____], as the [_____] of [_____], a [_____] [_____], on behalf of said entity.

_____
Notary Public in and for the State of Texas

[SEAL]

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 3,166.6000 ACRES (137,937,290 SQUARE FEET) OUT OF THE JOHN BARKER SURVEY, ABSTRACT NO. 40, THE ELIJAH BELLOW SURVEY, ABSTRACT NO. 101, THE JONATHAN E. PRINCE SURVEY, ABSTRACT NO. 845, THE JOHN FIFER SURVEY, ABSTRACT NO. 351, THE MEREDITH MYERS SURVEY, ABSTRACT NO. 714, THE BENJAMIN WILTSHIRE SURVEY, ABSTRACT NO. 1132, THE E. H. BELCHER SURVEY, ABSTRACT NO. 143, AND THE JESSE J. DAVIDSON SURVEY, ABSTRACT NO. 302, ALL IN ELLIS COUNTY, TEXAS, AND BEING:

(1) ALL OF A CALLED 1040.641 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532148 OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (O.P.R.E.C.T.), SAVE AND EXCEPT A CALLED .5877 ACRE TRACT (DESCRIBED AS PARCEL 2) CONVEYED TO THE STATE OF TEXAS IN DOCUMENT NO. 1610103 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.),

(2) ALL OF A CALLED 117.601 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532149 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.),

(3) ALL OF A CALLED 141.254 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532150 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.),

(4) ALL OF A CALLED 6.035 ACRE TRACT (DESCRIBED AS TRACT 1) CONVEYED TO WALTON TEXAS, LP, AND WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NO. 2326832 (O.P.R.E.C.T.),

(5) ALL OF A CALLED 151.499 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1616460 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "A" (TO FOLLOW);

(6) ALL OF A CALLED 182.727 ACRE TRACT (DESCRIBED AS TRACT 1-C) AND A CALLED 99.991 ACRE TRACT (DESCRIBED AS PARCEL 3) CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1515578 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "B" (TO FOLLOW);

(7) ALL OF A CALLED 398.282 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1515579 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "B" (TO FOLLOW);

(8) A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS, RECORDED IN VOLUME 406, PAGE 205, OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS

(9) ALL OF A CALLED 681.000 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1526274 (O.P.R.E.C.T.), SAVE AND EXCEPT A CALLED 0.5506 ACRE TRACT (DESCRIBED AS PARCEL 1) CONVEYED TO THE STATE OF TEXAS IN DOCUMENT NO. 1610102 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "C" (TO FOLLOW); SAID 3166.6 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning, at a point in the south right-of-way line of east farm to market road 875 (80' right-of-way), and being at the northeast corner of a called 1.725 acre tract conveyed to Patricia L. Knight in volume 2273, page 384 (O.P.R.E.C.T.), and being a corner in the north line of said Walton 681.000 acre tract, for the northwest corner and point of beginning hereof;

Thence, with the south right-of-way line of said E FM 875 and the north line of said Walton 681.000 acre tract, the following two (2) courses and distances:

1) N59°54'03"E, a distance of 465.63 feet to a point for an angle point hereof, and
2) N59°21'46"E, a distance of 3.64 feet to a point for an angle point hereof, said point being at the west corner of said 0.5506 acre state of Texas tract;

Thence, leaving the north line of said Walton 681.000 acre tract, over and across said Walton 681.000 acre tract, with the south right-of-way line of said E FM 875 and the south line of said 0.5506 acre state of Texas tract, the following three (3) courses and distances:

1) N73°02'53"E, a distance of 136.59 feet to a point for an angle point hereof,
2) N58°55'47"E, a distance of 616.79 feet to a point for an angle point hereof, and
3) N49°53'50"E, a distance of 111.30 feet to a to a point for a non-tangent point of curvature hereof, said point being at the east corner of said 0.5506 acre state of Texas tract, and being in the north line of said Walton 681.000 acre tract;

Thence, continuing with the south right-of-way line of said E FM 875, in part with the north line of said Walton 681.000 acre tract, and in part with the north line of said Walton 1040.641 acre tract, the following three (3) courses and distances:

1) Along the arc of a curve to the right, whose radius is 920.72 feet, whose arc length is 276.25 feet and whose chord bears N77°44'36"E, a distance of 275.22 feet to a point for an angle point hereof,
2) N86°18'23"E, passing at a distance of 1,981.94 feet, a 1/2-inch iron rod with illegible cap found at the common north corner of said Walton 681.000 acre and 1040.641 acre tracts, and continuing for a total distance of 2836.42 feet to a point for a non-tangent point of curvature hereof, and
3) Along the arc of a curve to the left, whose radius is 1504.82 feet, whose arc length is 358.26 feet and whose chord bears N79°30'37"E, a distance of 357.41 feet to a 5/8-inch iron rod with "TXDOT" cap found for an angle point hereof, said point being at the west corner of said 0.5877 acre state of Texas tract;

Thence, leaving the north line of said Walton 1040.641 acre tract, over and across said Walton 1040.641 acre tract, with the south right-of-way line of said E FM 875 and the south line of said 0.5877 acre state of Texas tract, the following four (4) courses and distances:

1) N82°00'35"E, a distance of 204.67 feet to a 5/8-inch iron rod with "TXDOT" cap found for an angle point hereof,
2) N72°12'49"E, a distance of 286.39 feet to a 1/2-inch iron rod found for an angle point hereof,
3) N72°43'49"E, a distance of 212.73 feet to a calculated point (that falls inside a utility pole) for an angle point hereof, and
4) N67°29'44"E, a distance of 236.32 feet to a mag nail with "LTRA" washer found for a non-tangent point of curvature hereof, said point being at the east corner of said 0.5877 acre state of Texas tract, and being in the north line of said Walton 1040.641 acre tract;

Thence, continuing with the south right-of-way line of said E FM 875, with the north line of said Walton 1040.641 acre tract, the following five (5) courses and distances:

1) Along the arc of a curve to the right, whose radius is 2251.83 feet, whose arc length is 113.82 feet and whose chord bears n80°21'43"E, a distance of 113.81 feet to a 5/8-inch iron rod with "TXDOT" cap found for an angle point hereof,
2) N81°52'50"E, a distance of 122.75 feet to a 5/8-inch iron rod with "TXDOT" cap found for a non-tangent point of curvature hereof,
3) Along the arc of a curve to the right, whose radius is 587.69 feet, whose arc length is 79.53 feet and whose chord bears n85°40'58"E, a distance of 79.47 feet to a 5/8-inch iron rod with "TXDOT" cap found for an angle point hereof,
4) N89°38'08"E, a distance of 1554.82 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a non-tangent point of curvature hereof, and
5) Along the arc of a curve to the left, whose radius is 1931.89 feet, whose arc length is 119.98 feet and whose chord bears n87°43'32"E, a distance of 119.96 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for the northeast corner hereof, said point being at the intersection of the southwest

right-of-way line of the union pacific railroad (right-of-way varies) with the south line of said E FM 875, and being the northeast corner of said Walton 1040.641 acre tract;

Thence, with the southwest right-of-way line of said Union Pacific railroad and the northeast line of said Walton 1040.641 acre tract, the following four (4) courses and distances:

1) S 31°23'18"E, a distance of 1239.44 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a point of curvature hereof,
2) Along the arc of a curve to the left, whose radius is 1959.88 feet, whose arc length is 1199.91 feet and whose chord bears S48°55'56"E, a distance of 1181.26 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for an angle point hereof,
3) S 06°43'05"W, a distance of 41.41 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a non-tangent point of curvature hereof, and
4) Along the arc of a curve to the left, whose radius is 1999.88 feet, whose arc length is 481.69 feet and whose chord bears s73°43'48"E, a distance of 480.52 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for an angle point hereof, said point being at the northwest corner of a called 130 tract conveyed of United Presbyterian Homes of the SYNOD of Texas in volume 460, page 200 of the deed records of Ellis County, Texas (D.R.E.C.T.), and being the northeast corner of said Walton 1040.641 acre tract;

thence with the north line of said united presbyterian homes of the synod of Texas tract the following two (2) courses and distances

S 89°04'53"E, a distance of 725.00 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S88°24'52"E, a distance of 307.01 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

Thence N59°07'34"E, along the north line of said united tract, over and across said abandoned road, a distance of 86.11 feet to a 3/8" iron rod found for corner in the north line of said united tract, the common south line of a tract of land described in deed to Jose and Enriqueta Lopez, recorded in Instrument No. 1831559, O.P.R.E.C.T, in the called north line of said abandoned road;

Thence along the northeast lines of said united tract, the common southwest lines of said Lopez tract and the called north lines of said abandoned road, as follows:

S69°52'26"E, a distance of 190.28 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S82°22'26"E, a distance of 250.00 feet to a 5/8" iron rod found for corner;

S12°52'26"E, a distance of 91.67 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S25°26'58"E, a distance of 269.07 feet to a 3/8" iron rod found for corner;

Thence S59°33'30"W, along a north line of said United tract a south line of said Lopez and across said abandoned road, a distance of 11.03 feet to a 3/8" iron rod found for corner in the northeast line of said United tract and the common southwest line of said Lopez tract in the approximate centerline of said abandoned road;

Thence continuing along the northeast lines of said United tract, the common southwest lines of said Lopez tract and the approximate centerline of said abandoned road, as follows:

S59°46'55"E, a distance of 382.07 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S57°55'22"E, a distance of 543.79 feet to a railroad spike found for corner;

Thence S46°04'52"E, along the east line of said United tract and the common west line of said Lopez tract and the common west line of a tract of land described in deed to pioneer concrete of Texas, Inc., recorded in volume 869, page 832, O.P.R.E.C.T. and the approximate centerline of said abandoned road, a distance of 1423.74 feet to a railroad spike found for corner;

Thence S45°39'52"E, along the east line of said United tract and the common west line of said Pioneer tract and the approximate centerline of said abandoned road, a distance of 256.30 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner in the west row line of said I-35;

Thence along the west row line of said I-35 south, as follows:

S 01°32'10"E, a distance of 5.97 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S 44°05'50"W, a distance of 40.00 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S26°08'47"E, a distance of 85.26 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S04°31'51"E, a distance of 247.08 feet to a 5/8" iron rod with cap stamped "TXRCS" found for the beginning of a non-tangent curve to the left, having a radius of 5894.58 feet, a chord bearing of S04°35'37"E, a chord length of 275.80 feet;

With said non-tangent curve to the left an arc length of 275.82 feet to a right-of-way stake found at a 12" tree;

S04°28'52"E, a distance of 327.73 feet to a 5/8" TXDOT monument found;

N83°57'48"E, a distance of 13.17 feet to a 5/8" TXDOT monument found;

S06°06'02"E, a distance of 279.02 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S43°33'24"W, a distance of 67.81 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S00°48'50"W, a distance of 72.34 feet to a point

S43°49'37"E, a distance of 77.06 feet to a leaning 1/2-inch iron rod found for an angle point hereof, and

S31°09'28"E, a distance of 72.38 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for the southeast corner hereof, said point being at the intersection of the north right-of-way line of Kelly bend (50' right-of-way, dedicated as a called 0.543 acre tract conveyed to the City of Waxahachie in volume 570, page 864 (D.R.E.C.T.), and being the southeast corner of said Walton tract;

Thence, leaving the west right-of-way line of said I-35E, with the north and east right-of-way lines of said Kelly Bend and the south and west lines of said Walton tract, the following two (2) courses and distances:

1) S79°26'53"W, a distance of 224.97 feet to a 1/2-inch iron rod found for the southwest corner hereof, and
2) N12°12'57"W, a distance of 195.90 feet to a point in the south line of said United Presbyterian tract and the approximate centerline of Brookside Road

Thence with said south line, as follows:

S 89°44'40"W, a distance of 665.03 feet

S°30'53"W, a distance of 237.20 feet

Thence departing said common line, over and across said United Presbyterian Home of SYNOD tract, as follows:

N27°59'54"W, passing at a distance of 30.06 feet to a 5/8" iron rod with cap stamped "TXRCS" found, a total distance of 270.00 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner,

S58°30'53"W, a distance of 248.00 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner,

S27°59'54"E, passing at a distance of 239.94 feet to a 5/8" iron rod with cap stamped "TXRCS" found, a total distance of 270.00 feet to a point for corner in the south line of said United tract;

Thence S58°30'53"W, along the south line of said United tract, the common north line of said Kelley tract, the common north line of a tract of land described in deed to Robert Beer, recorded in Volume 351, Page 107, O.P.R.E.C.T., and the common north line of Brookside Addition, recorded in Cabinet B, Slide 329, O.P.R.E.C.T. and in the approximate centerline of said Brookside Road, a distance of 1500.82 feet to the southwest corner of said United tract and the common southeast corner of a tract of land described as Parcel 1 in deed to Walton Tx Dallas Kemp Ranch LP 1, recorded in instrument no. 1611882, O.P.R.E.C.T.;

Thence, with the north line of said Walton 117.601 acre tract, in part with the western right-of-way terminus of said brookside drive, and in part with the west line of lot 4, block 1 of said brookside addition, s31°25'29"E, a distance of 175.01 feet to a 1/2-inch iron rod found for an angle point hereof;

Thence, with the north line of said Walton 117.601 acre tract, in part with the south line of block 1 of said brookside addition, in part with the south line of a called 0.4304 acre tract conveyed to Monica Davis Watkins in document no. 1607336 (O.P.R.E.C.T.), in part with the south line of a called 0.515 acre tract conveyed to just Foundtle Investments, LLC, in Document No. 2120031 (O.P.R.E.C.T.), and in part with the south and east lines of a called 0.4309 acre tract conveyed to Katy R. Ryan and Bobby Hopgood in Volume 2512, Page 1420 (O.P.R.E.C.T.), the following two (2) courses and distances:

1) N58°34'31"E, a distance of 998.68 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, and
2) N31°25'29"W, a distance of 150.17 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of Brookside Road (no recording information found), and being the common north corner of said Ryan-Hopgood tract and said Walton 117.601 acre tract;

Thence, with the south line of said Brookside Road and the north line of said Walton 117.601 acre tract, N58°37'26"E, a distance of 40.17 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being at the northwest corner of a called 0.4312 acre tract conveyed to Jose Antonio Tovar, jr., et ux., in Document No. 2100249 (O.P.R.E.C.T.);

Thence, with the common line of said Tovar Jr. Tract and said Walton 117.601 acre tract, the following two (2) courses and distances:

1) S31°25'29"E, a distance of 150.14 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, and
2) N58°34'31"E, a distance of 125.17 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being at the southwest corner of a called 0.5039 acre tract conveyed to Martha Kelley and Michael W. Anderson in Document

No. 2033656 (O.P.R.E.C.T.), and being the southeast corner of said Walton 6.035 acre tract;

Thence, with the north line of said Walton 6.035 acre tract, in part with the south line of said Anderson Tract, in part with the south line of a called 0.5043 acre tract conveyed to Jose Alcala, Jr., et ux, in Document No. 2024098 (O.P.R.E.C.T.), in part with the south line of a called 0.517 acre tract conveyed to Deborah J. Timmerman in Document No. 2155833 (O.P.R.E.C.T.), in part with the south line of a called 0.0.47 acre tract (per ecad) conveyed to Barbara a. Owens in volume 2613, page 1235 (O.P.R.E.C.T.), in part with the south line of a called 0.4860 acre tract conveyed to Kathy l. Kacal in Document No. 2236184 (O.P.R.E.C.T.), in part with the south line of a called 0.4304 acre tract and a called 0.4860 acre tract conveyed to Randall Wrey Adlof et al. in Document No. 2409235 (O.P.R.E.C.T.), the following two (2) courses and distances:

1) N58°35'07"E, a distance of 712.59 feet to a 1/2-inch iron pipe found for an angle point hereof, and
2) N60°53'27"E, a distance of 80.03 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being a corner in the north line of a called 21.654 acre tract (described as tract one) conveyed to William F. Kelley in Document No. 2228261 (O.P.R.E.C.T.), and being the southeast corner of said Adlof tract;

Thence, with the north line of said Walton 6.035 acre tract, the following three (3) courses and distances:

1) S00°32'08"E, a distance of 144.01 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for a non-tangent point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is 1570.00 feet, whose arc length is 57.43 feet and whose chord bears N74°55'57"E, a distance of 57.42 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for a point of tangency hereof, and
3) N75°58'50"E, a distance of 541.69 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the west right-of-way line of Kelly bend (50' right-of-way, dedicated in Volume 570, Page 864 (D.R.E.C.T.), and being an angle point in the east line of said Kelley 21.654 acre tract;

Thence, with the west and south right-of-way lines of said Kelly Bend and the east line of said Walton 6.035 acre tract, the following two (2) courses and distances:

1) S12°09'43"E, a distance of 81.04 feet to a 1/2-inch iron rod found for an angle point hereof, and
2) N79°10'06"E, a distance of 23.04 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, said point being the northwest corner of Lot 1 of Kelley Bend Addition, recorded in Document No. 2229331 (O.P.R.E.C.T.);

Thence, leaving the south right-of-way line of said Kelly bend, with the common line of said lot 1 and said Walton 6.035 acre tract, S02°12'06"E, a distance of 69.19 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being the southeast corner of said Walton 6.035 acre tract;

Thence, with the south line of said Walton 6.035 acre tract, the following two (2) courses and distances:

1) S75°59'26"W, a distance of 547.94 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for a point of curvature hereof, and
2) Along the arc of a curve to the left, whose radius is 1420.00 feet, whose arc length is 738.96 feet and whose chord bears S61°04'59"W, a distance of 730.65 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being in the west line of said Kelley 21.654 acre tract, and being the east line of said Walton 117.601 acre tract, and being the southwest corner of said Walton 6.035 acre tract;

Thence, with the east line of said Walton 117.601 acre tract, in part with the west line of said Kelley 21.654 acre tract, and in part with the west line of the remainder of a called 140.0 acre tract conveyed to Jack C. Kelley in Volume 404, Page 324 (D.R.T.C.T.), S31°10'08"E, passing at a distance of 576.57 feet, a 1/2-inch iron rod with "TXRCS" cap found at the southwest corner of said Kelley 21.654 acre tract, and continuing a total distance of 2104.38 feet to a calculated point for an angle point hereof, said point being in the north line of a called 140 acres conveyed to Alvin Riddle in Document No. 2001355 (O.P.R.E.C.T.), said tract previously described in Volume 290, Page 172 (D.R.E.C.T.), from which a 1/2-inch iron rod found bears, S31°10'08"E, a distance of 2.05 feet, and also from which, a 1/2-inch iron pipe found in the west right-of-way line of said E I-35, and being the common east corner of said Riddle tract and said Kelley 140 acre tract bears, N59°45'10"E, a distance of 954.94 feet;

Thence, with the south and west lines of said Walton 117.601 acre tract, in part with the north line of said Riddle tract, in part with the north line of a called 10.00 acre tract conveyed to Melissa Mims in Volume 2139, Page 2147 (O.P.R.E.C.T.), in part with the east line of a called 265.36 acre tract (described as tract 1) conveyed to Nay Trust B in Volume 2739, Page 149 (O.P.R.E.C.T.), and in part with the east line of a called 2.113 acre tract conveyed to Terry L. Nay et ux in Volume 1621, Page 662 (O.P.R.E.C.T.), the following two (2) courses and distances:

1) S59°45'10"W, passing at a distance of 1,241.47 feet, a 1/2-inch iron rod found at the northeast corner of said Mims tract, and continuing for a total distance of 2106.54 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, and
2) N31°44'12"W, a distance of 2482.55 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being in the south line of said Walton 1040.641 acre tract, and being at the common north corner of said nay 2.113 acre tract and said Walton 117.601 acre tract;

Thence, with the south line of said Walton 1040.641 acre tract, the following two (2) courses and distances:

1) S58°06'26"W, a distance of 1071.43 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, and

2) S04°10'55"E, a distance of 1491.37 feet to a calculated point (could not access) for an angle point hereof, said point being at a corner in the common line of said Nay Trust B tract and said Walton 1040.641 acre tract;

Thence, with the common line of said nay trust b tract and said Walton 1040.641 acre tract, the following two (2) courses and distances:

1) S31°27'06"E, a distance of 214.04 feet to a calculated point (could not access) for an angle point hereof, and
2) S58°26'51"W, a distance of 1456.33 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being at the northeast corner of said Walton 141.524 acre tract;

Thence, with the common line of said Nay Trust B tract and said Walton 141.524 acre tract, S30°58'46"E, a distance of 2323.48 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being at the northwest corner of a called 40.889 acre tract conveyed to H H Land and Livestock, LLC, in Document No. 2310892 (O.P.R.E.C.T.);

Thence, with the common line of said H H Land and Livestock Tract and said Walton 141.524 acre tract, S02°15'12"E, a distance of 25.10 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being at the north corner of a called 0.7798 acre tract (described as Tract 3) conveyed to Hiram Clay Schoolfield in Volume 2424, Page 1248 (O.P.R.E.C.T.);

Thence, with the common line of said Schoolfield tract and said Walton 141.524 acre tract, S18°58'34"E, a distance of 816.39 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being at the common south corner of said Schoolfield tract and said H H Land and Livestock tract;

Thence, with the common line of said H H Land and Livestock tract and said Walton 141.524 acre tract, s12°44'24"E, a distance of 19.10 feet to a calculated point (that falls inside a cedar fence post) for an angle point hereof, said point being at the north corner of a called 0.2831 acre tract (described as Tract 2) conveyed to Hiram Clay Schoolfield in Volume 2424, Page 1248 (O.P.R.E.C.T.);

Thence, with the east line of said Walton 141.524 acre tract, in part with the west line of said Schoolfield tract 2, and in part with the west line of a called 0.7778 acre tract (described as tract two) conveyed to Hiram Clay and Haley Elizabeth Schoolfield in Document No. 2032588 (O.P.R.E.C.T.), S08°46'42"E, a distance of 855.86 feet to a 1/2-inch iron rod with illegible cap found for the southeast corner hereof, said point being in the north right-of-way line of FM 1446 (80' right-of-way), and being the southwest corner of a called 3.222 acre tract (described as Tract One) conveyed to Hiram Clay and Haley Elizabeth Schoolfield in Document No. 2032588 (O.P.R.E.C.T.), and being the south corner of said Schoolfield 0.7778 acre tract, and being the southeast corner of said Walton 141.524 acre tract;

Thence, with the north right-of-way line of said FM 1446 and the south line of said Walton 141.524 acre tract, the following three (3) courses and distances:

1) S84°07'57"W, a distance of 1056.19 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for a non-tangent point of curvature hereof,
2) Along the arc of a curve to the left, whose radius is 1949.86 feet, whose arc length is 262.11 feet and whose chord bears S80°07'00"W, a distance of 261.91 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for a point of tangency hereof, and
3) S76°15'57"W, a distance of 16.06 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being a corner in the north right-of-way line of said FM 1446, and being the southwest corner of said Walton 141.524 acre tract;

Thence, with the west line of said Walton 141.524 acre tract, in part with the north right-of-way line of said FM 1446, in part with the east line of a called 195.17 acre tract conveyed to Accru family limited partnership, ltd., in document no. 1810238 (O.P.R.E.C.T.), and in part with the east line of a called 3.677 acre tract (described as tract two) conveyed to Jeffrey lane and jeanette Marie Frazier in volume 2048, page 1588 (O.P.R.E.C.T.), N31°29'42"W, a distance of 3390.11 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being an angle point in the west line of said Frazier Tract Two, and being a corner in the south line of a called 300.765 acre tract (described as Tract One) conveyed to Jeffrey Lane and Jeanette Marie Frazier in Volume 2048, Page 1588 (O.P.R.E.C.T.);

Thence, with the common line of said Frazier Tract One and said Walton 141.524 acre tract, N58°27'20"E, a distance of 660.47 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of said Walton 1040.641 acre tract;

Thence, with the common line of said Frazier Tract One and said Walton 1040.641 acre tract, N30°52'03"W, a distance of 2132.75 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southeast corner of said Walton 398.282 acre tract;

Thence, with the common line of said Frazier tract one and said Walton 398.282 acre tract, S59°05'08"W, a distance of 3095.58 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the northeast corner of said Walton 99.991 acre tract;

Thence, leaving the common line of said Frazier tract one and said Walton 398.282 acre tract, over and across said Frazier Tract One, with the east and south lines of said Walton 99.991 acre tract, the following two (2) courses and distances:

1) S30°52'38"E, a distance of 1419.83 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, and
2) S59°04'23"W, a distance of 3067.84 feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being in Lone Elm Road (no right-of-way dedication found), and being in the east line of a called 30.000 acre tract conveyed to Andrew Philip and Portia R. Wood in Volume 2646, Page 993

(O.P.R.E.C.T.), and being the southwest corner of said Walton 99.991 acre tract;

Thence, along Lone Elm Road, in part with the east line of said Wood 30.00 acre tract, in part with the east line of a called 132.09 acre tract conveyed to Richard E. Wood in Volume 630, Page 1040 (D.R.E.C.T.), in part with the west line of said Walton 99.991 acre tract, and in part with the west line of said Walton 398.282 acre tract, N30°52'01"W, a distance of 2347.95 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof, said point being at the northeast corner of said wood 132.09 acre tract, and being the southeast corner of a portion of Lone Elm Road dedicated by plat of Lone Elm Addition, recorded in Cabinet J, Slide 529 (P.R.E.C.T.), from which a 1/2-inch iron rod with illegible cap found at the southwest corner of the terminus of Lone Elm Road, and being in the north line of said Woods 132.09 acre tract, and being the southeast corner Lot 13, block a of said Lone Elm addition bears, S57°39'11"W, a distance of 60.03 feet;

Thence, with the east right-of-way line of said Lone Elm Road and the west line of said Walton 398.282 acre tract, N30°37'13"W, a distance of 1069.49 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof, said point being a corner in the east right-of-way line of said Lone Elm Road, and being in the south line of said Walton 182.727 acre tract;

Thence, with the east and north right-of-way line of said lone elm road and the west line of said Walton 182.727 acre tract, the following eight (8) courses and distances:

1) S59°17'24"W, a distance of 9.44 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof,
2) N36°25'33"W, a distance of 137.69 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof,
3) N31°48'27"W, a distance of 526.65 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof,
4) N36°30'52"W, a distance of 390.49 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof,
5) N28°06'50"W, a distance of 116.45 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof,
6) N20°10'56"W, a distance of 238.37 feet to a mag nail with "4Ward Boundary" washer found for a non-tangent point of curvature hereof,
7) Along the arc of a curve to the left, whose radius is 135.00 feet, whose arc length is 235.09 feet and whose chord bears N69°39'42"W, a distance of 206.49 feet to a mag nail with "4Ward Boundary" washer found for a point of tangency hereof, and
8) S60°27'03"W, a distance of 239.14 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof, said point being at the northwest terminus of the portion of Lone Elm Road dedicated in said Lone Elm Addition, and being the southeast corner of a called 5.0854 acre tract conveyed to Jerry Allen Bowman, II, in Document No. 1633911 (O.P.R.E.C.T.), from which a 5/8-inch iron rod found in the western terminus of the portion of Lone Elm Road dedicated in said Lone Elm Addition, and being the northeast corner of a Lot

1 of Green Meadows, recorded in Cabinet A, Slide 443 (P.R.E.C.T.) bears, S38°02'45"E, a distance of 23.50 feet;

Thence, with the east line of said Bowman tract, in part with the west line of said Walton 182.727 acre tract, and in part with the west line of said Walton 681.000 acre tract, the following two (2) courses and distances:

1) N38°09'48"W, a distance of 30.25 feet to a 1/2-inch iron rod found for an angle point hereof, and
2) N31°37'11"W, a distance of 1519.64 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the south line of said Walton 151.499 acre tract;

Thence, with the south line of said Walton 151.499 acre tract, in part with the north line of said Bowman tract, in part with the north line of a called 25.01 acre tract conveyed to Randy Durret in Volume 804, Page 894 (D.R.E.C.T.), in part with the north line of a called 2 acre tract conveyed to Robin Adams in Document No. 1522248 (O.P.R.E.C.T.), in part with the north line of a called 2 acre tract conveyed to Robin Adams in Document No. 1522248 (O.P.R.E.C.T.), in part with the north line of a called 5.0 acre tract conveyed to Leila A. & Frank D. Boehler in Document No. 2139801 (O.P.R.E.C.T.), and in part with the north line of a called 5.00 acre tract (described as Tract 3-C) conveyed to the Joseph C. & Cynthia A. Murray Revocable Living Trust in Volume 2431, Page 1374 (O.P.R.E.C.T.), S58°48'23"W, a distance of 1266.43 feet to a 1.5-inch iron pipe found for an angle point hereof, said point being at the northeast corner of a called 4.986 acre tract conveyed to Robert W. & Roberta J. Shields in Volume 1692, page 1170 (O.P.R.E.C.T.), and being the southeast corner of a called 23.699 acre tract conveyed to the Gary & Catherine Pohlman Revocable Living Trust in Volume 2570, Page 766 (O.P.R.E.C.T.), and being the northwest corner of said Murray Tract, and being the southwest corner of said Walton 151.499 acre tract;

Thence, with the west line of said Walton 151.499 acre tract, in part with the east line of said Pohlman tract, in part with the east line of a called 13.191 acre tract conveyed to Richard D. & Jamie N. Huffman in Document No. 1622238 (O.P.R.E.C.T.), in part with the east line of a called 5.48 acre tract conveyed to Sharon Hobbs in Document No. 1521807 (O.P.R.E.C.T.), and in part with the east line of a called 119.3 acre tract conveyed to Pitts Waxahachie Farm, LLC, in Document No. 2241200 (O.P.R.E.C.T.), the following three (3) courses and distances:

1) N31°16'00"W, a distance of 1466.49 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, from which a 1/2-inch iron rod found bears, N43°25'09"E, a distance of 2.36 feet,
2) N58°19'00"E, a distance of 672.39 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, and
3) N31°00'16"W, a distance of 2104.72 feet to a 1/2-inch iron rod with "Texas Surveying" cap found for an angle point hereof, said point being in the east line of said Pitts Waxahachie Farm tract, and being the southwest corner of a called 1.344 acre tract conveyed to Rodolfo & Crystal Santos, in Document No. 2405568 (O.P.R.E.C.T.);

Thence, with the common line of said santos tract and said Walton 151.499 acre tract, the following two (2) courses and distances:

1) N59°45'47"E, a distance of 246.19 feet to a 1/2-inch iron rod with "Texas Surveying" cap found for an angle point hereof, and
2) N19°07'26"W, passing at a distance of 216.24 feet, a 1/2-inch iron rod with "Texas Surveying" cap found, and continuing for a total distance of 225.94 feet to a calculated point for an angle point hereof, said point being in the record south right-of-way line of said lone elm road, and being the common north corner of said Santos tract and said Walton 151.499 acre tract;

Thence, with the record south right-of-way line of said lone elm road and the north line of said Walton 151.499 acre tract, N58°10'45"E, a distance of 778.11 feet to a calculated point for an angle point hereof, said point being at the northwest corner of a called 10.338 acre tract conveyed to Tyler Shane Boston in Document No. 2236270 (O.P.R.E.C.T.);

Thence, leaving the record south right-of-way line of said lone elm road, with the common line of said Boston tract and said Walton 151.499 acre tract, the following two (2) courses and distances:

1) S23°02'00"E, passing at a distance of 30.21 feet, a 1/2-inch iron rod with "4466" cap found, and continuing for a total distance of 1040.16 feet to a 1/2-inch iron rod with "4466" cap found for an angle point hereof, and
2) S32°49'28"E, a distance of 600.03 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof;

Thence, with the north line of said Walton 151.499 acre tract, in part with the south line of said Boston tract, in part with the south line of a called 10.339 acre tract conveyed Dawn Knox in volume 2791, page 1504 (O.P.R.E.C.T.), and in part with the south line of a called 11.17 acre tract conveyed to Jeffery S. & Marci l. Coker in document no. 1617992 (o.p.r.t.c.t.), n60°11'34"E, a distance of 947.57 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, said point being in the west line of said Walton 681.000 acre tract, and being the southeast corner of said Coker tract;

Thence, with the common line of said Coker tract and said Walton 681.00-acre tract, n31°20'06"W, a distance of 1060.01 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, said point being at the southwest corner of a called 10.059 acre tract conveyed to Jose Felipe & Maria Eel Carmen Martinez in document no. 1630566 (O.P.R.E.C.T.);

Thence, with the north line of said Walton 681.000 acre tract, in part with the south line of said Martinez tract, in part with the south line of a called 10.059 acre tract conveyed to the Joe & Barbara Bourland in volume 2559, page 2122 (O.P.R.E.C.T.), in part with the south line of the remainder of a called 20.586 acre tract conveyed to David K. Justus in document no. 1601589 (O.P.R.E.C.T.), and in part with the south

line of a called 10.01 acre tract conveyed to James Coy Roden, III, et ux, in document no. 1824450 (O.P.R.E.C.T.), the following two courses and distances:

1) N58°36'32"E, a distance of 1893.07 feet to a calculated point for an angle point hereof, and
2) N31°38'43"W, a distance of 11.05 feet to a calculated point for an angle point hereof, said point being in the east line of said Roden tract, and being the southwest corner of a called 8 acre tract conveyed to Iglesia Vaquera in volume 2504, page 889 (O.P.R.E.C.T.);

Thence, with the common line said Vaquera tract and said Walton 681.000 acre tract, N58°36'28"E, a distance of 289.71 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of the remainder of a called 26.34 acre tract conveyed to Nelson C. Ridgeway in Volume 1118, Page 464 (D.R.E.C.T.);

Thence, with the common line of said ridgeway tract and said Walton 681.000 acre tract, N58°42'03"E, a distance of 600.93 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of a called 10.168 acre tract (described as Tract 1) conveyed to Rapeet Unarut in Volume 2517, Page 1086 (O.P.R.E.C.T.);

Thence, with the common line of said Unarut Tract 1 and said Walton 681.000 acre tract, N58°37'19"E, a distance of 439.53 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of a called 3.0 acre tract (described as Tract 2) conveyed to Rapeet Unarut in Volume 2517, Page 1086 (O.P.R.E.C.T.);

Thence, with the common line of said Unarut Tract 2 and said Walton 681.000 acre tract, N58°37'55"E, a distance of 372.91 feet to a 1/2-inch iron rod found for an angle point hereof;

Thence, with the north line of said Walton 681.000 acre tract, in part with the east line of said Unarut Tract 2, in part with the east line of Memory Lane (a private road), in part with the east line of a called 1.12 acre tract conveyed to Thomas and Aashley Fabby in Document No. 2322724 (O.P.R.E.C.T.), in part with the east line of the remainder of said Morrow tract, and in part with the east line of a called 1.119 acre tract conveyed to Thomas Fabby in Volume 2146, Page 869 (O.P.R.E.C.T.), N31°19'00"W, a distance of 898.70 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the east line of said 1.119 Fabby tract, and being the southwest corner of said Knight tract;

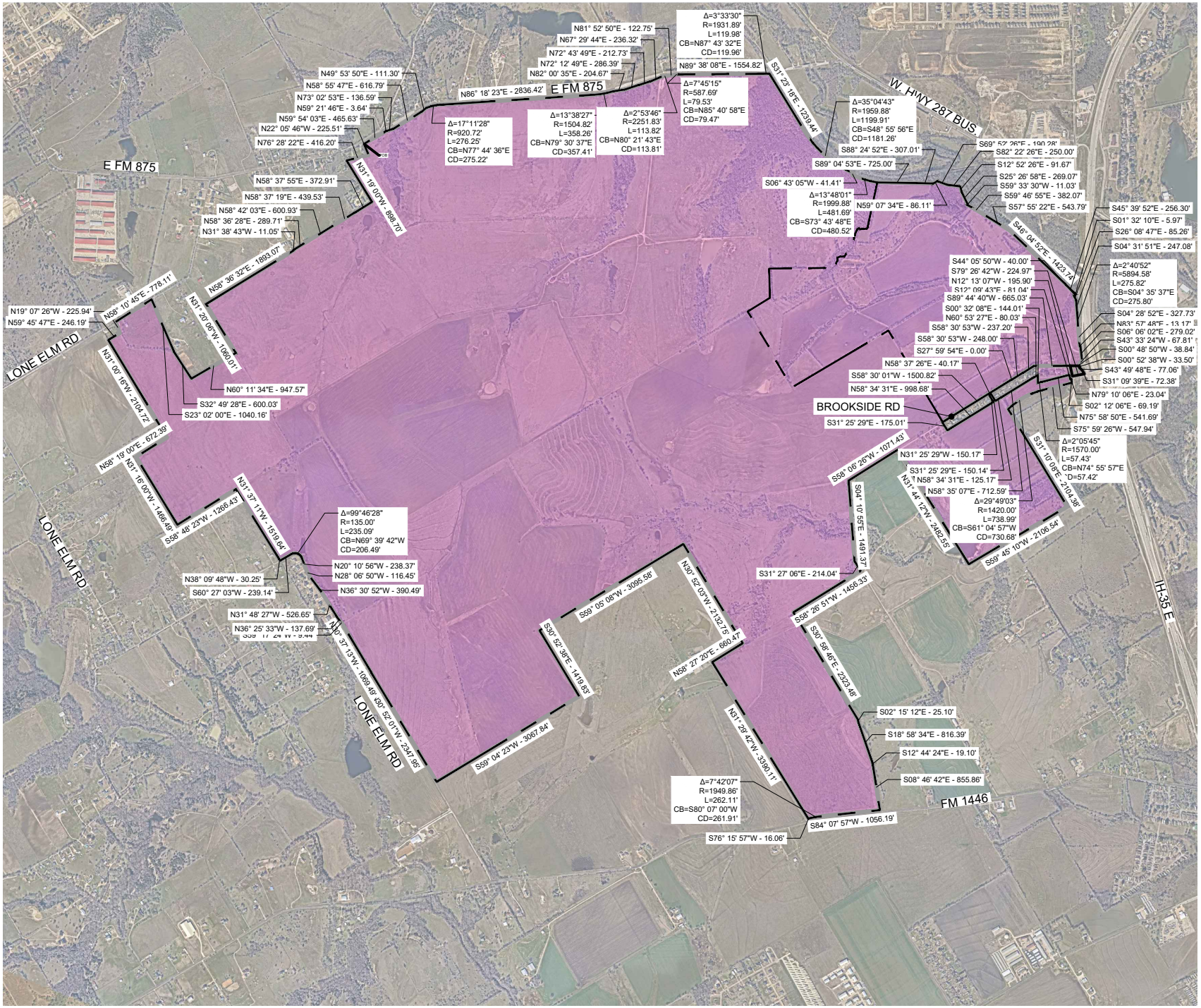
Thence, with the common line of said knight tract and said Walton 681.000 acre tract, the following two (2) courses and distances:

1) N76°28'22"E, a distance of 416.20 feet to a 1/2-inch iron rod found for an angle point hereof, and

2) N22°05'46"W, a distance of 225.51 feet to the point of beginning and containing 3,166.6 acres (137,937,290 sq. Ft.) of land more or less.

EXHIBIT B

DEPICTION OF THE PROPERTY



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3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

KEMP TRACT

WAXAHACHIE, TEXAS

TITLE

EXHIBIT B

(DEPICTION OF PROPERTY)

CLIENT

MINTO

TEXAS, LLC

N

0 1250 2500

1"=2500'

PROJECT NUMBER:
010232001

DATE:
2025/07/10

SHEET:

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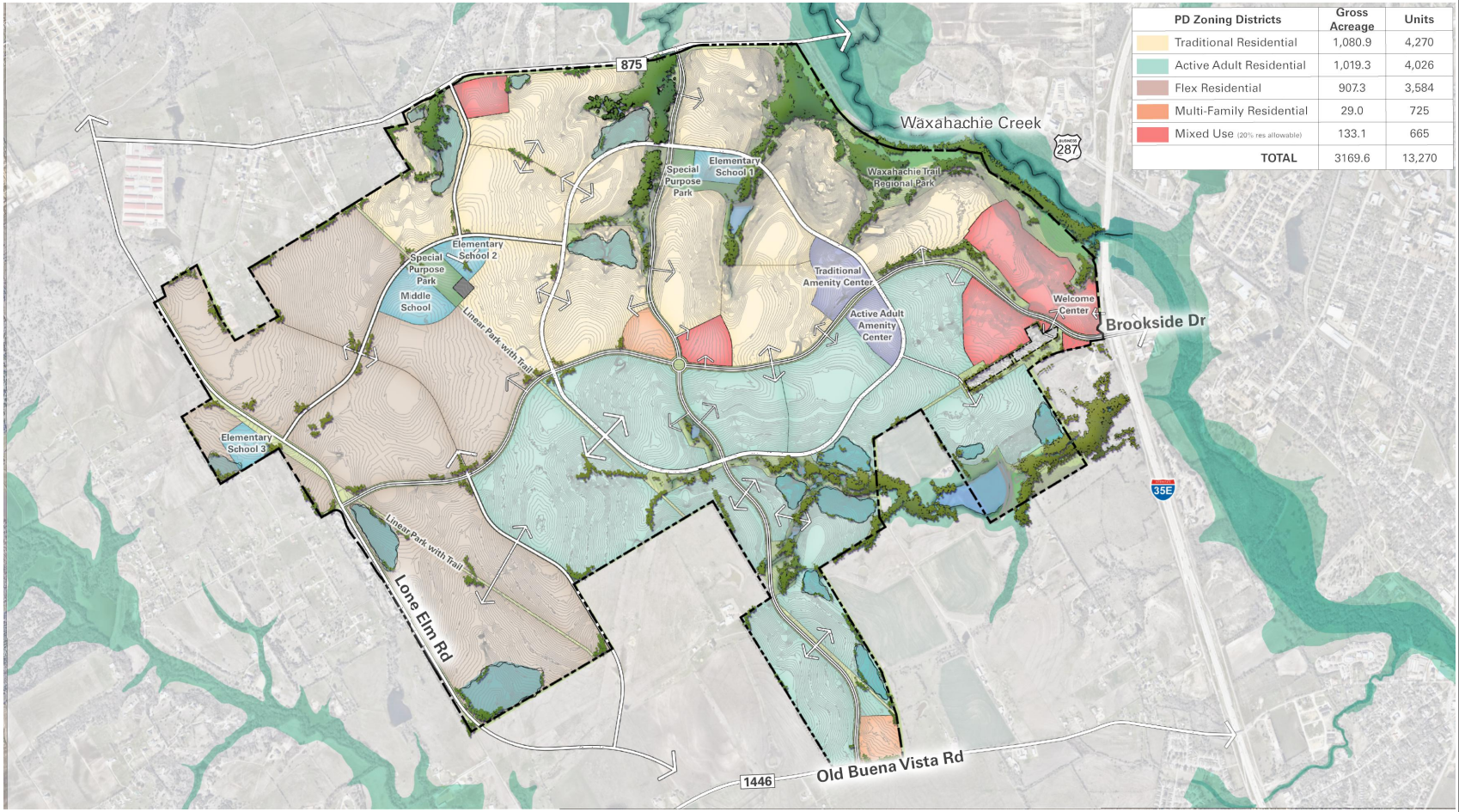
EXHIBIT C

CONCEPT PLAN



PD Zoning Districts	Gross Acreage	Units
Traditional Residential	1,080.9	4,270
Active Adult Residential	1,019.3	4,026
Flex Residential	907.3	3,584
Multi-Family Residential	29.0	725
Mixed Use (20% res allowable)	133.1	665
TOTAL	3169.6	13,270

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TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT C
CONCEPT PLAN

CLIENT

MINTO
TEXAS, LLC

N

PROJECT NUMBER:
010232001

DATE:
2025/09/19

SHEET:

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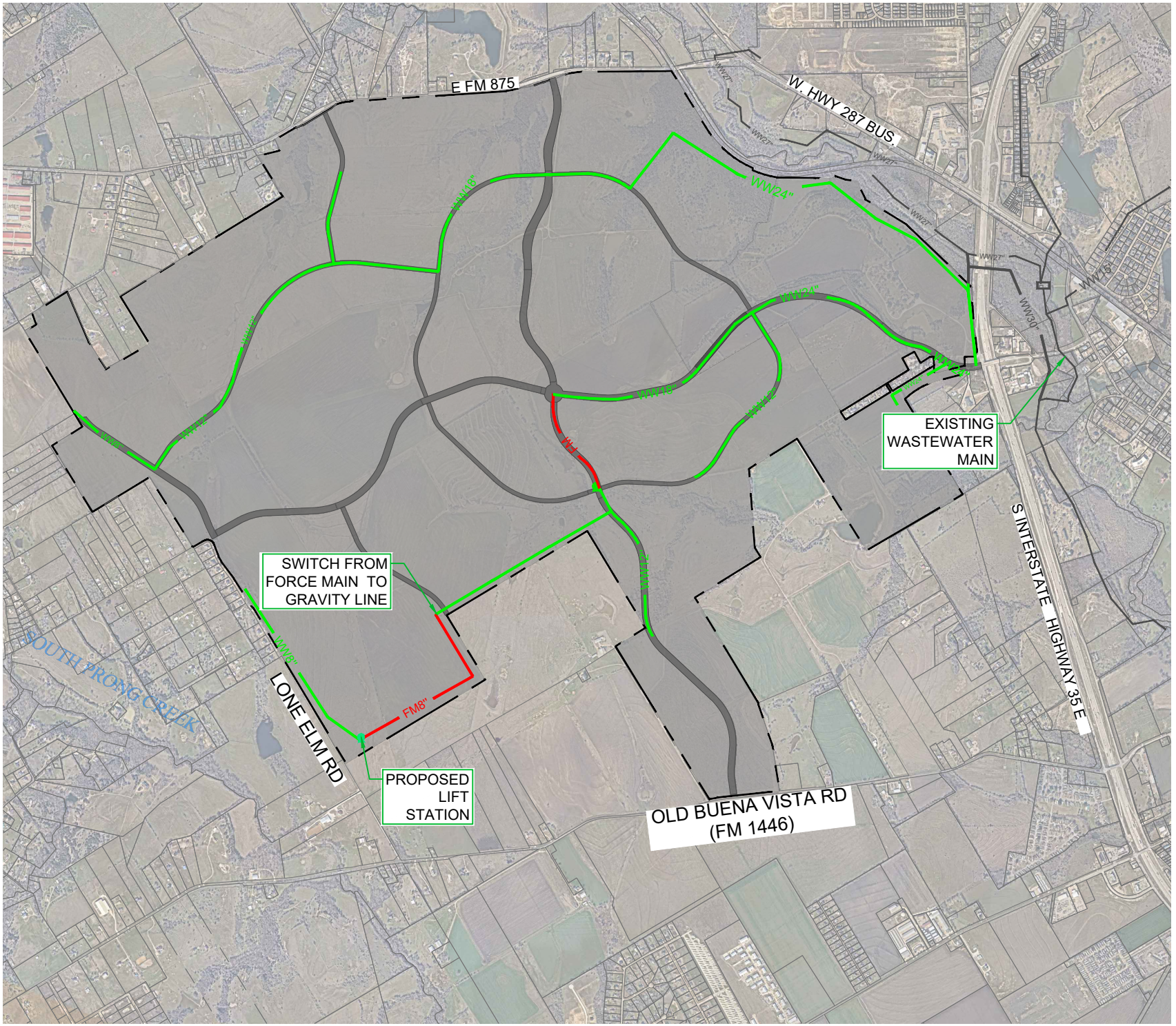
EXHIBIT D-1

MAP OF WASTEWATER IMPROVEMENTS – GENERAL



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TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT D-1
MAP OF WASTEWATER IMPROVEMENTS - ONSITE

CLIENT

MINTO
TEXAS, LLC

N

0 1250 2500

1"=2500'

PROJECT NUMBER:
010232001

DATE:
2025/07/10

SHEET:

EXH_D-1

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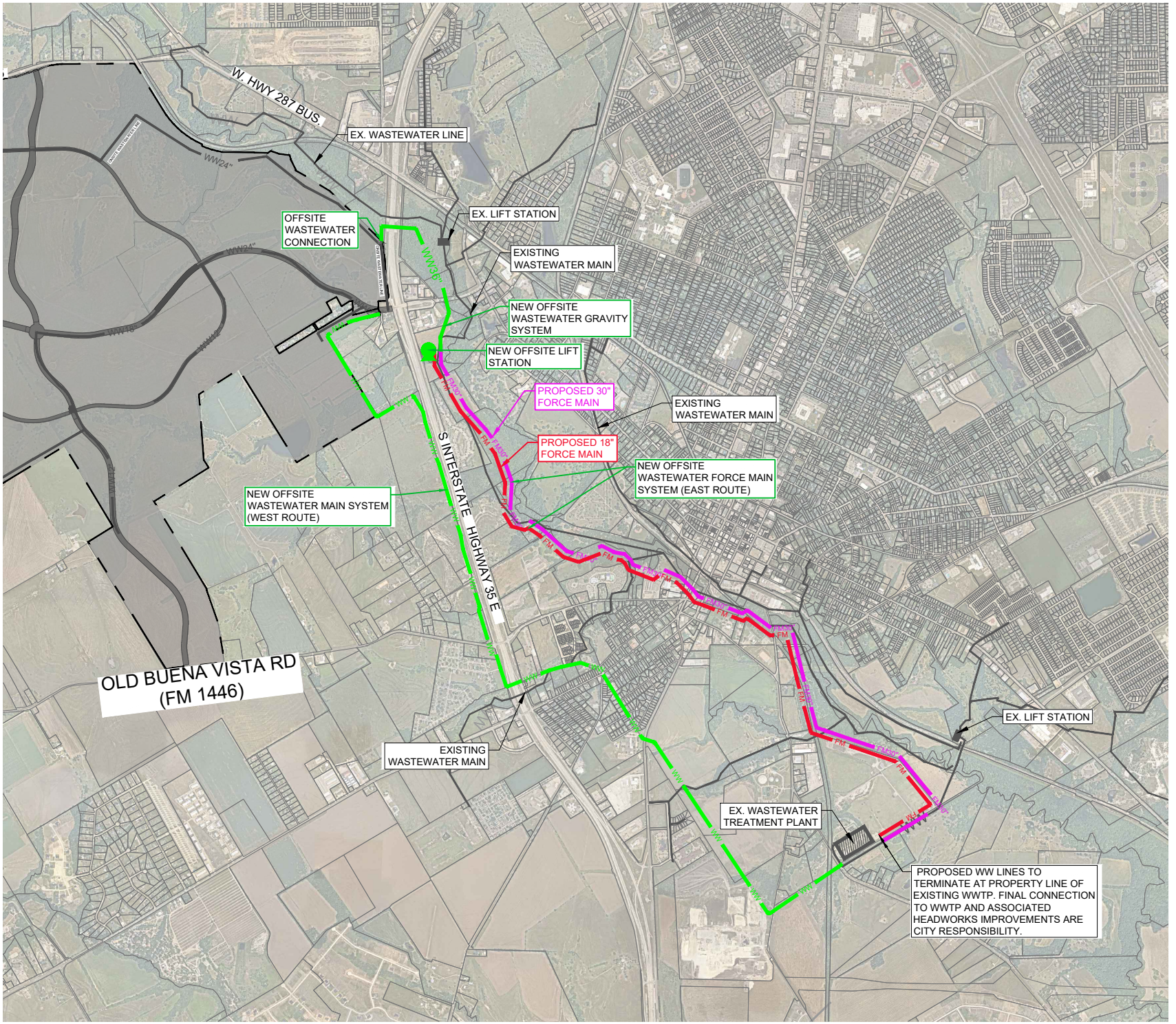
EXHIBIT D-2

MAP OF WASTEWATER IMPROVEMENTS – OFFSITE WASTEWATER IMPROVEMENTS



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TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT D-2
MAP OF WASTEWATER IMPROVEMENTS - OFFSITE

CLIENT

MINTO
TEXAS, LLC

N

0 1500 3000

1"=3000'

PROJECT NUMBER:
010232001

DATE:
2026/01/09

SHEET:

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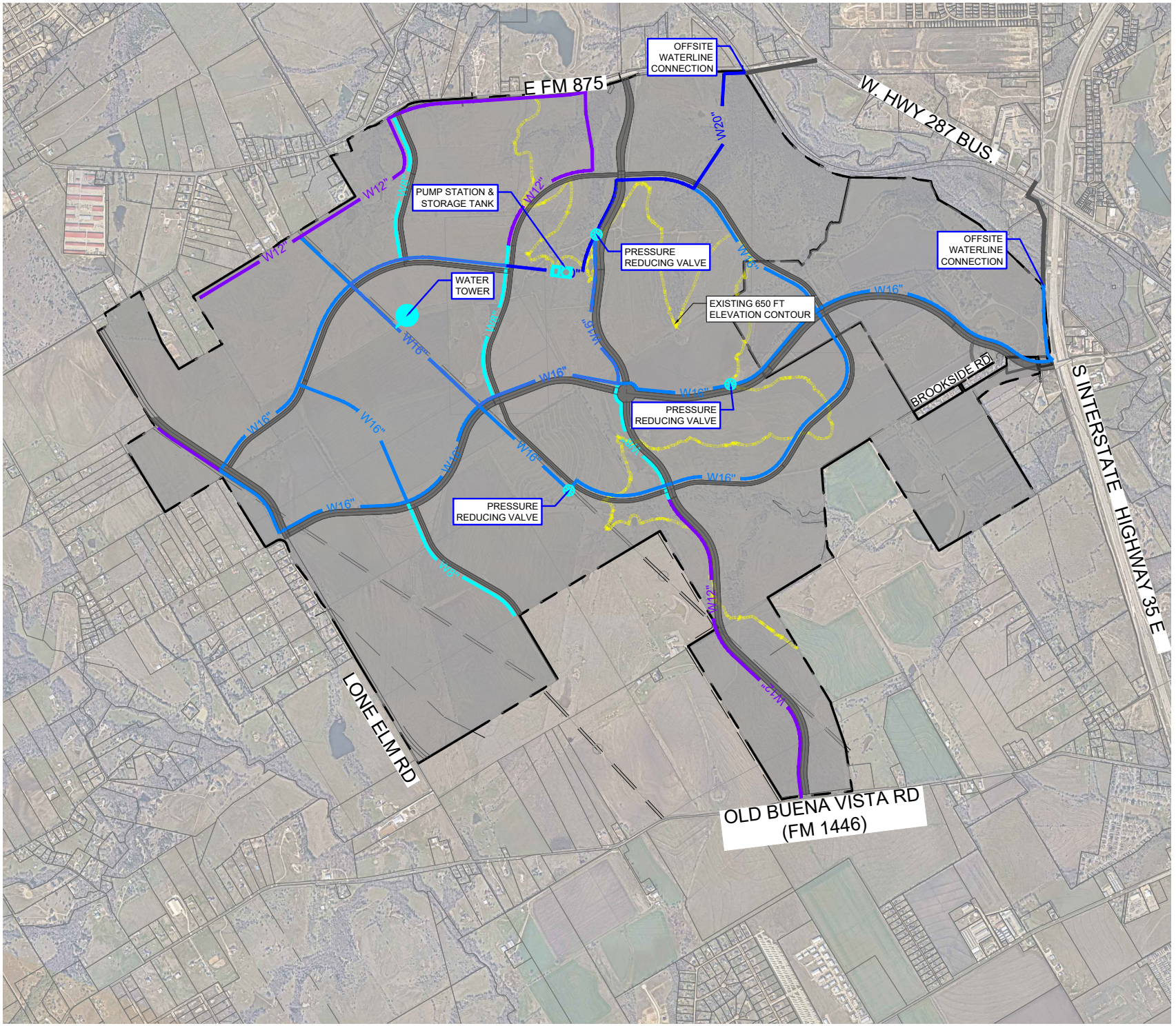
EXHIBIT E-1

MAP OF WATER IMPROVEMENTS – GENERAL



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WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT E-1
POTABLE IMPROVEMENTS ONSITE

CLIENT

MINTO
TEXAS, LLC

N

0 1250 2500

1"=2500'

PROJECT NUMBER:
010232001

DATE:
2025/07/10

SHEET:

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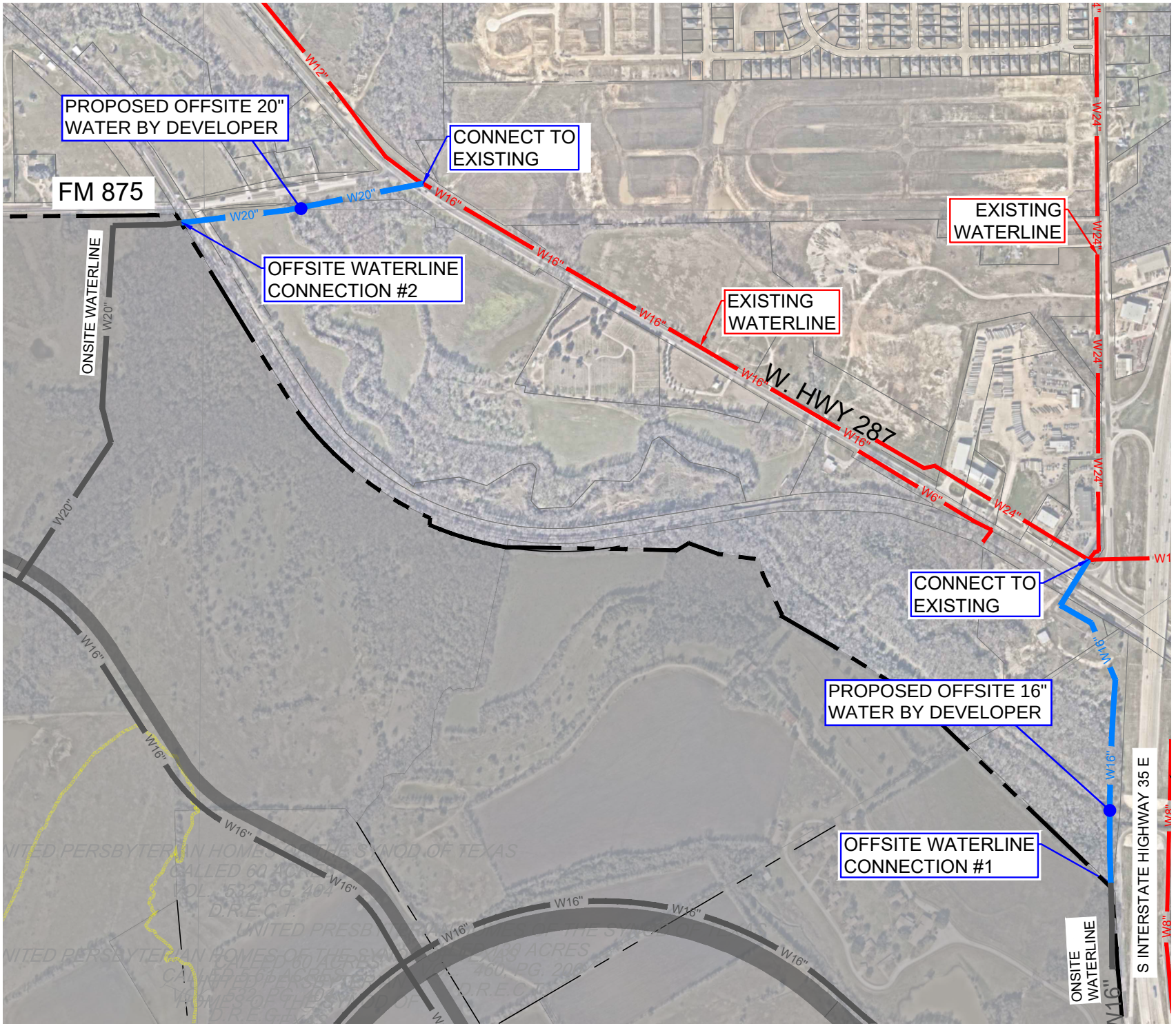
EXHIBIT E-2

MAP OF WATER IMPROVEMENTS –OFFSITE WATER LINE



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TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT E-2
MAP OF POTABLE IMPROVEMENTS - OFFSITE

CLIENT

MINTO
TEXAS, LLC

N

0 400 800

1"=800'

PROJECT NUMBER:
01000X00X

DATE:
2025/11/14

SHEET:

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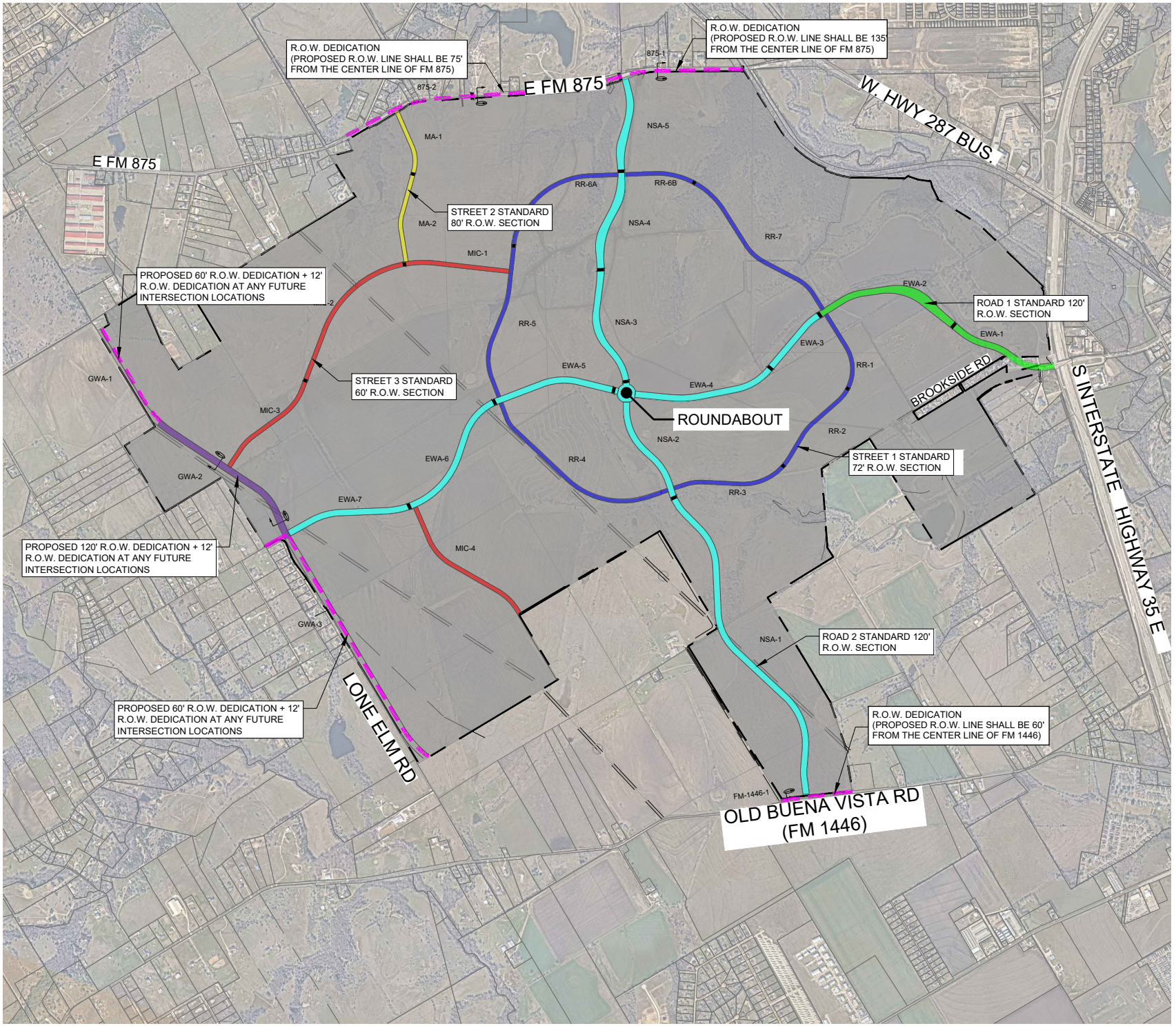
EXHIBIT F-1

MAP OF ROADWAY AND DRAINAGE IMPROVEMENTS



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TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT F-1
PRELIMINARY ONSITE ROADWAYS

CLIENT

MINTO TEXAS LLC

N

0 1250 2500

1"=2500'

PROJECT NUMBER:
010232001

DATE:
2025/07/10

SHEET:

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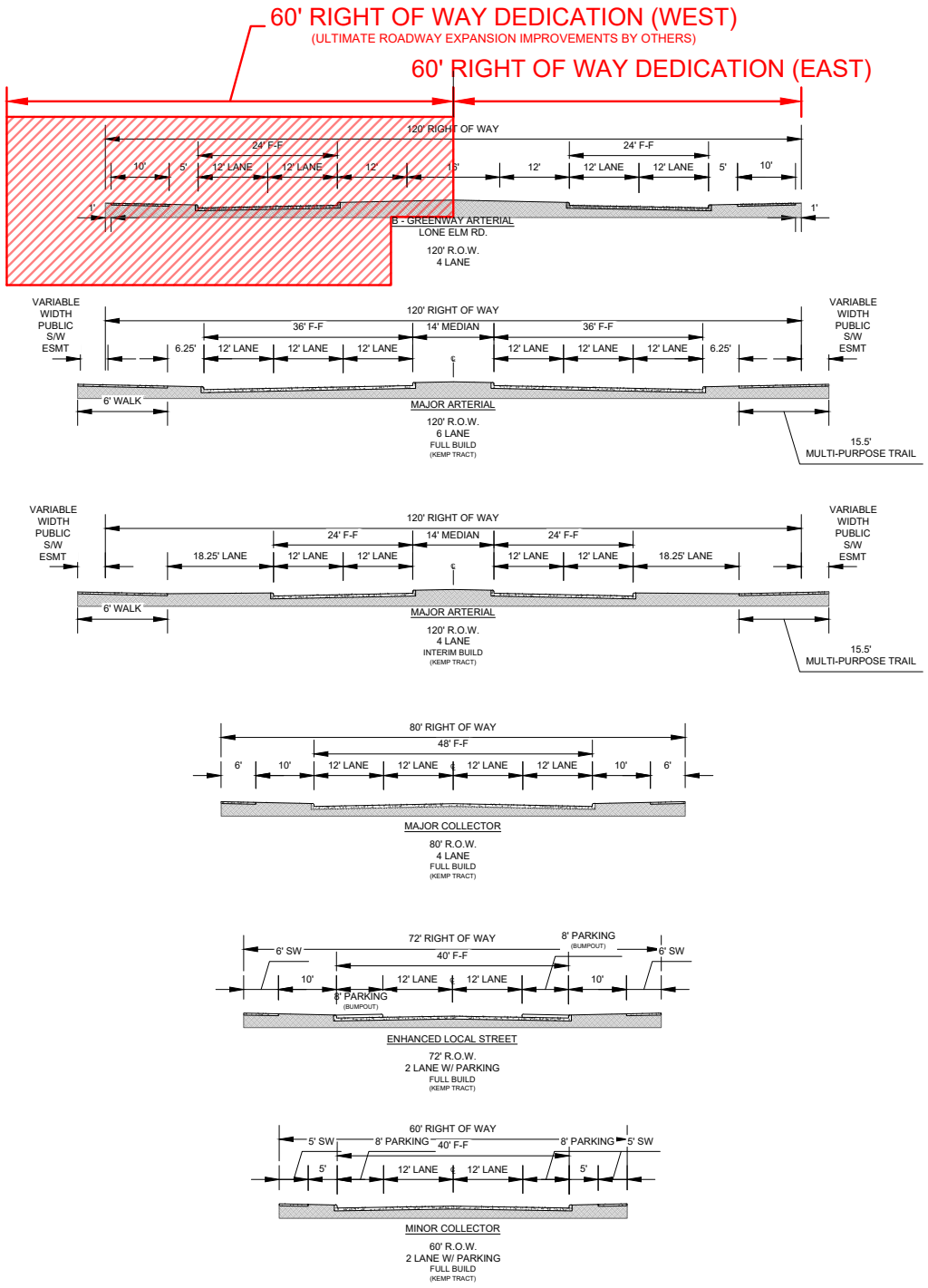
EXHIBIT F-2

ROADWAY CROSS-SECTIONS



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WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

KEMP TRACT

WAXAHACHIE, TEXAS

TITLE

EXHIBIT F-2

(PRELIM ROADWAY CROSS SECTIONS)

CLIENT

MINTO

TEXAS, LLC

PROJECT NUMBER:
010232001

DATE:
2025/07/10

SHEET:

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EXHIBIT F-3

FUTURE ROADWAYS AND ROW DEDICATIONS

FUTURE ROADWAYS ~~or~~ ROW DEDICATIONS
(Timing and Scope per Future TIA)

Roadway	ROW Dedication	Lanes by Developer	Constructed or Dedicated with Phase	Ultimate Build Out
FM 875-1	75' FROM CENTER LINE OF FM 875	None	Dedicated per TxDot	6 lanes
FM 1446-1	60' FROM CENTER LINE OF FM 1446	None	Dedicated per TxDot	4 lanes
NSA-1	120'	2 lanes	TBD	2 lanes
FM 875-2	35'	2 lanes	TBD	6 lanes
RR-4	72'	2 lanes	TBD	2 lanes
RR-5	72'	2 lanes	TBD	2 lanes
RR-6A	72'	2 lanes	TBD	2 lanes
EWA-5	120'	2 lanes	TBD	2 lanes
EWA-6	120'	2 lanes	TBD	2 lanes
EWA-7	120'	2 lanes	TBD	2 lanes
MIC-1	60'	2 lanes	TBD	2 lanes
MIC-2	60'	2 lanes	TBD	2 lanes
MIC-3	60'	2 lanes	TBD	2 lanes
MIC-4	60'	2 lanes	TBD	2 lanes
MA-1	80'	2 lanes	TBD	2 lanes
MA-2	80'	2 lanes	TBD	2 lanes
GWA-1	120'	2 lanes	TBD	6 lanes
GWA-2	60'	ROW only	TBD	6 lanes
GWA-3	60'	ROW only	TBD	6 lanes

ROADWAY COMMITMENTS (Initial TIA)

Roadway	ROW Dedication	Lanes by Developer	Constructed or Dedicated with Phase	Ultimate Build Out
EWA-1	120'	2 lanes	1A & 1B	6 lanes
EWA-2	120'	2 lanes	1A & 1B	6 lanes
EWA-3	120'	2 lanes	1A & 1B	4 lanes
EWA-4	120'	2 lanes	4A & 4B	4 lanes
RR-1	72'	2 lanes	1A	2 lanes
RR-7	72'	2 lanes	1B	2 lanes
RR-2	72'	2 lanes	3A	2 lanes
RR-3	72'	2 lanes	4A	2 lanes
RR-6B	72'	2 lanes	3B	2 lanes
NSA-5	120'	2 lanes	3B	4 lanes

Intersection	Current Warrant Status	Background Traffic at Completion of 4A	Impact of Development at Completion of 4A
Bus 287 & FM 875	Traffic Signal Warranted	N/A	N/A
Bus 287 & Brookside Rd	Traffic Signal Warranted	N/A	N/A
IH 35E & Brookside Rd	No Warrants	No Warrants	Warrant 2 & 3
IH 35E & FM 1446	No Warrants	Warrant 2 & 3	Warrant 3
NSA & FM 875	No Warrants	No Warrants	No Warrants
NSA & FM 1446	No Warrants	No Warrants	No Warrants
IH 35E & Kelly Bend	No Warrants	Warrant 2 & 3	Warrant 2 & 3

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TBPE #: F-20821

PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT F-3

CLIENT
MINTO
TEXAS, LLC

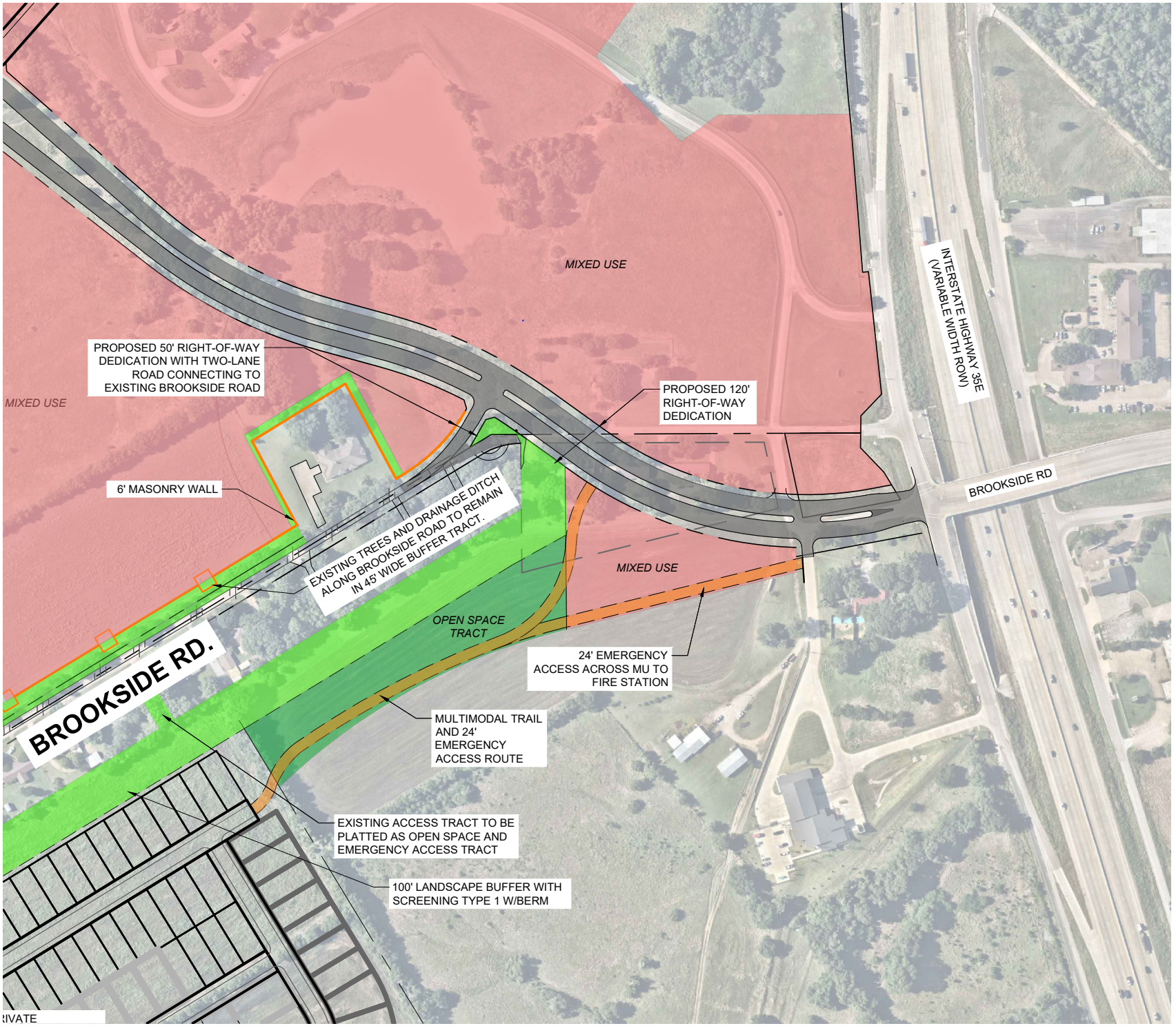
PROJECT NUMBER:
010232001

DATE:
2026/01/08

SHEET:

EXHIBIT F-4

BROOKSIDE CONFIGURATION



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TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT F-4
BROOKSIDE ENTRY

CLIENT

MINTO
TEXAS, LLC

N

0 150 300

1"=300'

PROJECT NUMBER:
010232001

DATE:
2025/10/31

SHEET:

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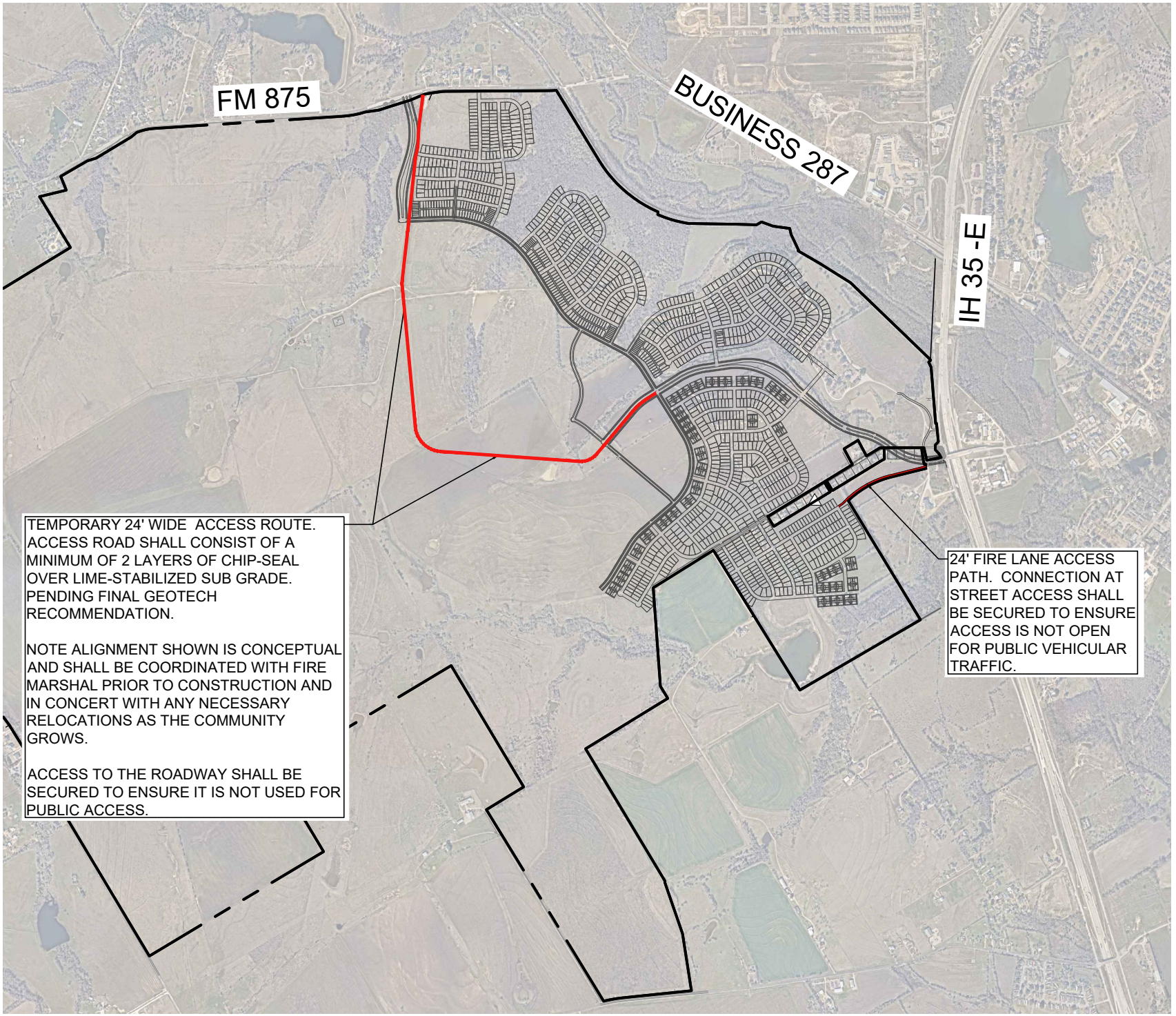
EXHIBIT F-5

FM 875 FIRE ACCESS EASEMENT



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DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821
TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT F-5
FM 875 FIRE ACCESS

CLIENT

MINTO
TEXAS, LLC

N

0 1000 2000

1"=2000'

PROJECT NUMBER:
010232001

DATE:
2026/01/09

SHEET:

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EXHIBIT F-6

BROOKSIDE OFFSITE INITIAL IMPROVEMENTS



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PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT F-6
BROOKSIDE OFFSITE INITIAL IMPROVEMENTS

CLIENT

MINTO TEXAS LLC

N

PROJECT NUMBER:
010232001

DATE:
2025/11/13

SHEET:

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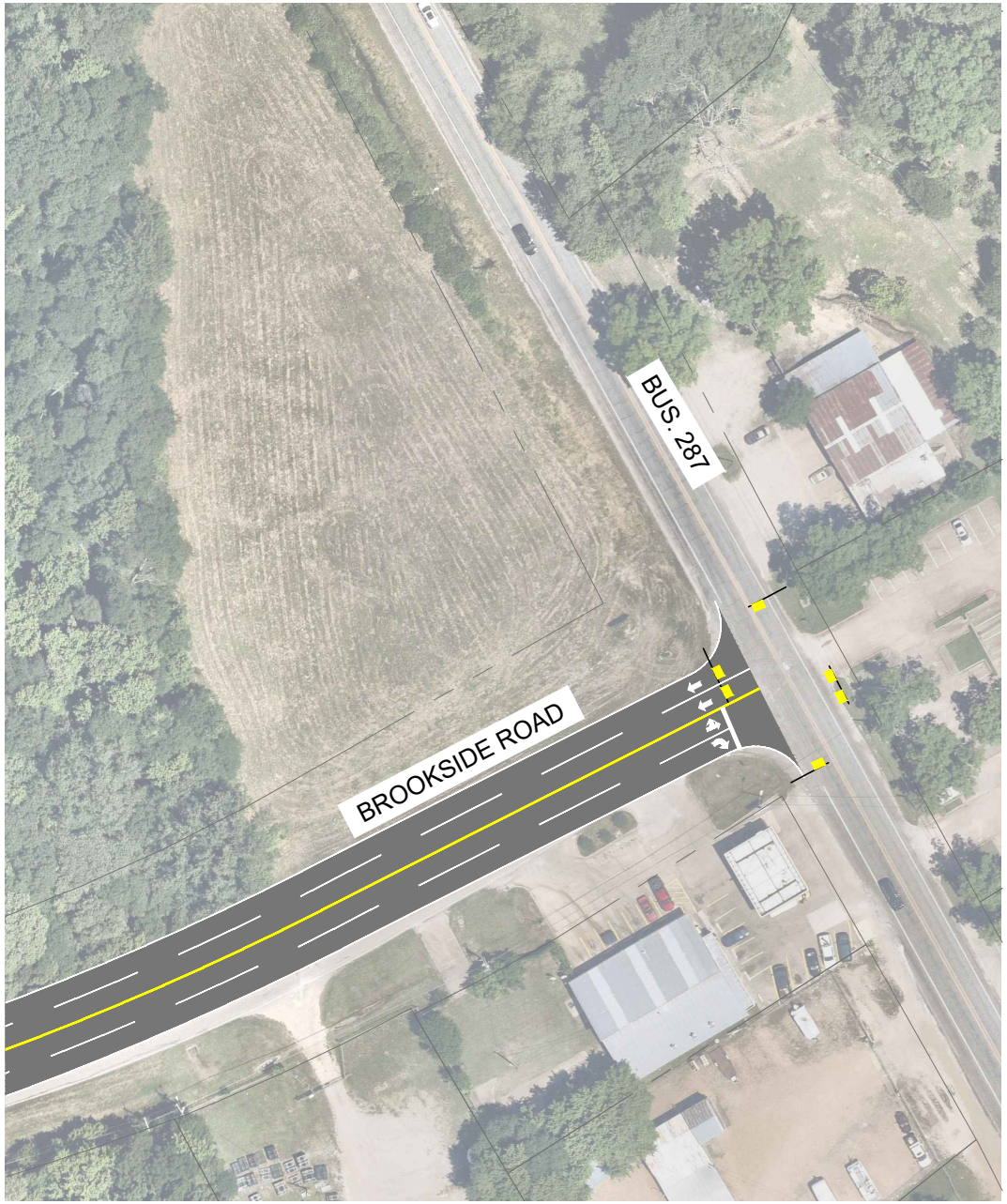
EXHIBIT F-7

BROOKSIDE FULL BUILDOUT



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DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT F-7A
BROOKSIDE ROAD AND BUS 287 INTERSCTION

CLIENT

MINTO TEXAS LLC

N

0 50 100

1"=100'

PROJECT NUMBER:
010232001

DATE:
2026/01/09

SHEET:

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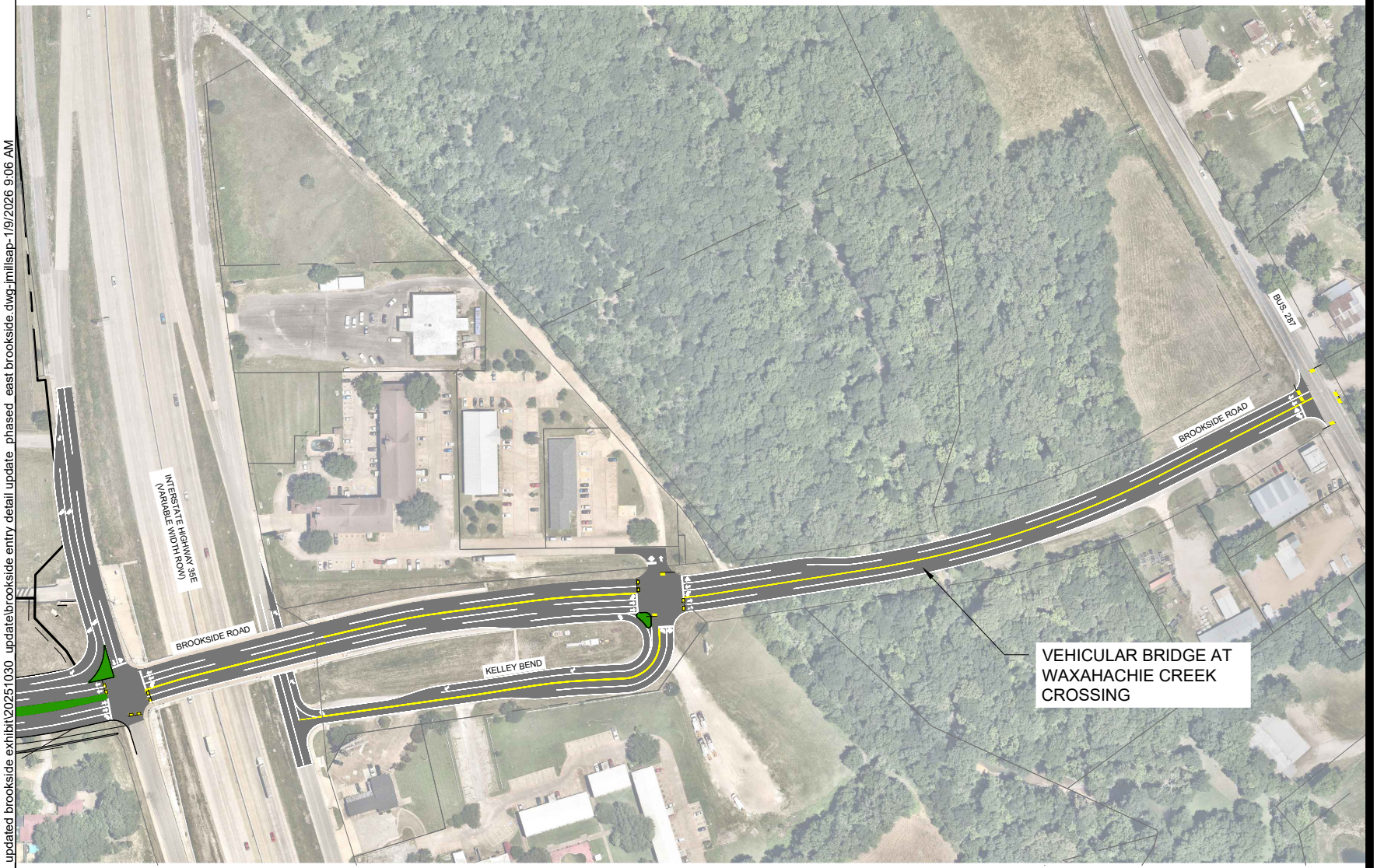

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DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT F-7B

BROOKSIDE RD EAST OF IH-35 E IMPROVEMENTS FULL BUILD-OUT

CLIENT

MINTO TEXAS LLC

N

0 125 250

1"=250'

PROJECT NUMBER:
010232001

DATE:
2026/01/09

SHEET:

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EXHIBIT F-7

REQUIRED TRANSPORTATION IMPROVEMENTS AND TIMING

EXHIBIT F-8

REQUIRED TRANSPORTATION IMPROVEMENTS AND TIMING

For purposes of this Exhibit, "Prior to Completion of Phase" means that the required improvements shall be constructed, operational, and accepted by the City prior to the delivery of lots within that phase that are capable of generating traffic.

A. PRIOR TO COMPLETION OF PHASE 1A AND PHASE 1B (approximately 882 units)
   1. Restripe the Brookside Road bridge over IH 35E to a five-lane cross section.
   2. Add a dedicated eastbound right-turn lane at Brookside Road and Kelly Bend.
   3. Construct a 24-foot temporary access route from FM 875 to IH 35E, which may consist of a combination of temporary chip-and-seal roadway and public streets as depicted on Exhibit F-5 of the Development Agreement.
   4. Install traffic signal IH 35E southbound frontage road and Brookside Road, subject to TxDOT approval.
   5. Install traffic signal at Brookside and Kelley Bend, subject to TxDOT approval.

B. AFTER ISSUANCE OF 1,500th RESIDENITAL PERMIT + 120 DAYS – (for clarification, 120 days after the 1500th building permit these items must be completed or no more building permits will be issued)

   1. Construct intersectional improvements including traffic signal at Business 287 and Brookside Road.
   2. Construct 2 additional lanes of Brookside Road from the Kelly Bend intersection to the east ending at Business 287 including the widening of the bridge at Waxahachie Creek.
   3. Install traffic signal at FM 1446 and IH 35 E, subject to TxDOT approval.

C. PRIOR TO COMPLETION OF PHASE 3A AND PHASE 3B (approximately 2,393 cumulative units)

   1. Construct a dedicated free right-turn lane from the IH 35E southbound frontage road to Brookside Road.
   2. Extend Brookside Road to a full five-lane cross section through Kelly Bend.
   3. Reconstruct the eastbound right-turn lane at Brookside Road and Kelly Bend.
   4. Widen Kelly Bend to add a free right-turn receiving lane and an additional northbound approach lane.

5. Construct and activate a traffic signal at FM 875 and the North–South Arterial, subject to TxDOT approval, such that the signal is operational prior to completion of Phase 3.

D. PRIOR TO FULL BUILDOUT

1. Complete the internal arterial roadway network as follows as stipulated by phased TIA.

E. TRAFFIC MITIGATION TRIGGERS

If a Traffic Impact Analysis (TIA) or updated TIA demonstrates that the intersection of Brookside Road and IH 35E operates at or below Level of Service (LOS) D, the Developer shall be required to construct the connection to FM 875, if such connection has not already been completed. Such connection shall include all roadway improvements necessary to establish full connectivity to FM 875. Following completion of the FM 875 connection, if a subsequent updated TIA demonstrates that the intersection of Brookside Road and IH 35E again operates at or below LOS D, the Developer shall construct the roadway connection to FM 1446 as depicted in Exhibit F-1 of the Development Agreement and shall complete all associated roadway improvements, including required traffic signalization and auxiliary lanes. Both improvements contemplated above shall be completed 24 months from the acceptance of the updated TIA by the City.

F. PERIODIC TRAFFIC IMPACT ANALYSIS UPDATES

The Developer shall, at approximately each 1,000 platted lots within the Property, prepare and submit to the City an updated Traffic Impact Analysis (TIA Update) or TIA Addendum. Each TIA Update shall evaluate existing traffic conditions within the Property and on internal project roadways and confirm whether the assumptions, trip generation rates, distribution patterns, and internal roadway improvement triggers from the original TIA remain valid. The Developer and the City shall follow the recommendations of the most recent TIA or TIA Update; provided, however, that such updates are intended to address internal roadway improvements only and shall not be used to require or justify additional off-site roadway improvements beyond those expressly identified in this Agreement.

EXHIBIT F-8

REQUIRED TRANSPORTATION IMPROVEMENTS AND TIMING

G. RIGHT-OF-WAY DEDICATION

All required right-of-way shall be dedicated at the time of platting of the adjacent land to proposed and existing public streets. Right-of-way for improvements along FM 875, FM 1446, Lone Elm Road, or any internal arterial or collector roadway shall be dedicated concurrent with the plat submittal for the lots that abut such roadway.

EXHIBIT G

PD ORDINANCE

EXHIBIT H

CITY TCEQ CONSENT RESOLUTION

EXHIBIT I

FORM OF MMD JOINDER AGREEMENT

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of _____, 20__, is executed by [_____] MUNICIPAL MANAGEMENT DISTRICT NO. [__] ("District"), in connection with that certain Development Agreement (the "Development Agreement") entered into by and between the CITY OF WAXAHACHIE, TEXAS, a home-rule municipality (the "City"), and [_____], a [_____] [_____], dated effective as of _____, 2026. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Development Agreement.

In accordance with Section ___ of the Development Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Development Agreement. Accordingly, the District hereby agrees as follows with City and the Developer:

1. The District acknowledges and confirms that it has received a copy of the Development Agreement and the schedules and exhibits thereto.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Development Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Development Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Development Agreement applicable to it to the same effect as if it were an original Party thereto.

3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Ellis County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

[Signature page to follow.]

[DISTRICT]

By:_____
Name:
Its: President

ATTEST:

By:_____
Secretary

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__ by _____, President of [_____] Municipal Management District No. 1, on behalf of said district.

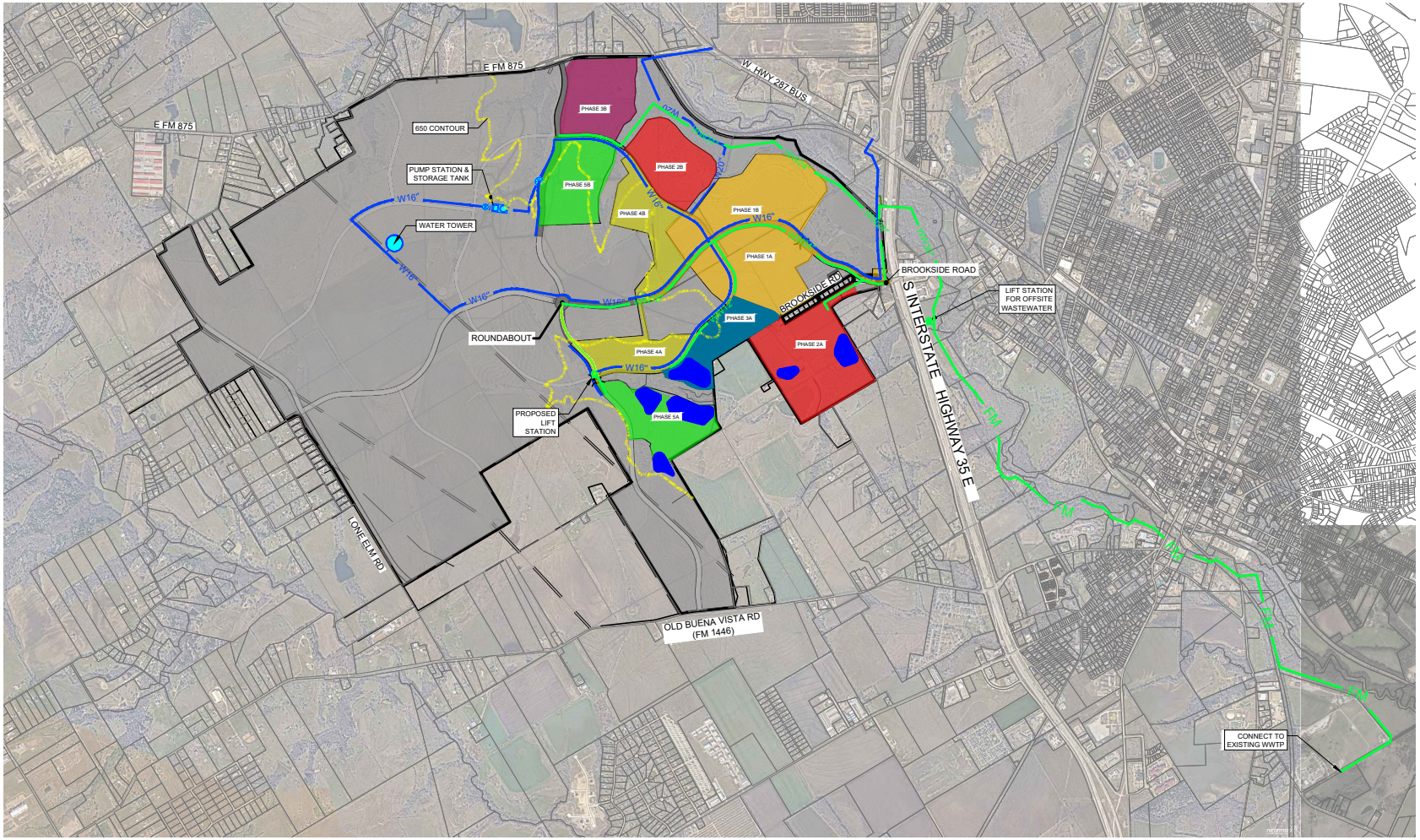
_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

EXHIBIT J-1

MMD INITIAL CAPITAL IMPROVEMENTS PLAN - MAP



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TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-1
(MMD INITIAL CAPITAL IMPROVEMENTS)

CLIENT

MINTO TEXAS LLC

N

0 2000 4000

1"=4000'

PROJECT NUMBER:
010232001

DATE:
2025/11/13

SHEET:

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EXHIBIT J-2

MMD INITIAL CAPITAL IMPROVEMENTS PLAN - COSTS

PHASE 1 COST	
Phase 1 Active Adult	
Water System Cost	$1,619,680.00
Wastewater System Cost	$1,986,400.00
Storm Drain System Cost	$2,658,720.00
Roadway and Paving Cost	$5,768,200.00
Earthwork and E&S Cost	$0.00
Miscellaneous	$14,116,301.56
Phase 1B Traditional	
Water System Cost	$2,453,380.00
Wastewater System Cost	$2,382,120.00
Storm Drain System Cost	$3,196,520.00
Roadway and Paving Cost	$4,703,160.00
Earthwork and E&S Cost	$0.00
Miscellaneous	$17,226,909.76
Master Infrastructure- Onsite	
Water System Cost	$2,523,818.07
Wastewater System Cost	$2,099,490.00
Storm Drain System Cost	$1,025,737.50
Roadway and Paving Cost	$5,695,694.01
Earthwork and E&S Cost	$304,373.10
Miscellaneous	$13,250,454.23
Master Infrastructure- Offsite	
Water System Cost	$899,202.06
Wastewater System Cost	$19,760,370.25
Storm Drain System Cost	$0.00
Roadway and Paving Cost	$0.00
Earthwork and E&S Cost	$0.00
SUB-TOTAL	**$101,670,530.53**

PHASE 2 COST	
Phase 2A Active Adult	
Water System Cost	$1,534,880.00
Wastewater System Cost	$1,882,400.00
Storm Drain System Cost	$2,927,520.00
Roadway and Paving Cost	$5,466,200.00
Earthwork and E&S Cost	$0.00
Miscellaneous	$11,801,738.40
Phase 2 Traditional	
Water System Cost	$1,658,080.00
Wastewater System Cost	$1,609,920.00
Storm Drain System Cost	$2,160,320.00
Roadway and Paving Cost	$3,178,560.00
Earthwork and E&S Cost	$0.00
Miscellaneous	$12,532,401.60
Master Infrastructure- Onsite	
Water System Cost	$440,258.30
Wastewater System Cost	$1,687,666.00
Storm Drain System Cost	$605,096.00
Roadway and Paving Cost	$1,739,700.39
Earthwork and E&S Cost	$137,171.50
Miscellaneous	$2,260,221.41
Master Infrastructure- Offsite	
Water System Cost	$0.00
Wastewater System Cost	$0.00
Storm Drain System Cost	$0.00
Roadway and Paving Cost	$0.00
Earthwork and E&S Cost	$0.00
SUB-TOTAL	**$51,622,133.61**

PHASE 3 COST	
Phase 3A Active Adult	
Water System Cost	$1,182,960.00
Wastewater System Cost	$1,450,800.00
Storm Drain System Cost	$2,332,640.00
Roadway and Paving Cost	$4,212,900.00
Earthwork and E&S Cost	$0.00
Miscellaneous	$8,547,296.80
Phase 3 Traditional	
Water System Cost	$1,759,300.00
Wastewater System Cost	$1,708,200.00
Storm Drain System Cost	$2,292,200.00
Roadway and Paving Cost	$3,372,600.00
Earthwork and E&S Cost	$0.00
Miscellaneous	$13,297,461.00
Master Infrastructure- Onsite	
Water System Cost	$978,111.80
Wastewater System Cost	$1,988,437.00
Storm Drain System Cost	$565,174.80
Roadway and Paving Cost	$2,234,061.80
Earthwork and E&S Cost	$159,780.47
Miscellaneous	$2,729,909.25
Master Infrastructure- Offsite	
Water System Cost	$0.00
Wastewater System Cost	$0.00
Storm Drain System Cost	$0.00
Roadway and Paving Cost	$0.00
Earthwork and E&S Cost	$0.00
SUB-TOTAL	**$48,811,832.92**

PHASE 4 COST	
Phase 4A Active Adult	
Water System Cost	$976,472.00
Wastewater System Cost	$1,197,560.00
Storm Drain System Cost	$1,602,888.00
Roadway and Paving Cost	$3,477,530.00
Earthwork and E&S Cost	$0.00
Miscellaneous	$6,932,766.96
Phase 4 Traditional	
Water System Cost	$1,523,120.00
Wastewater System Cost	$1,478,880.00
Storm Drain System Cost	$1,984,480.00
Roadway and Paving Cost	$2,919,840.00
Earthwork and E&S Cost	$0.00
Miscellaneous	$8,459,762.40
Master Infrastructure- Onsite	
Water System Cost	$1,232,228.00
Wastewater System Cost	$0.00
Storm Drain System Cost	$297,723.40
Roadway and Paving Cost	$979,795.89
Earthwork and E&S Cost	$68,166.69
Miscellaneous	$1,230,180.50
Master Infrastructure- Offsite	
Water System Cost	$0.00
Wastewater System Cost	$0.00
Storm Drain System Cost	$0.00
Roadway and Paving Cost	$0.00
Earthwork and E&S Cost	$0.00
SUB-TOTAL	**$34,361,393.83**

PHASE 5 COST	
Phase 5A Active Adult	
Water System Cost	$1,301,680.00
Wastewater System Cost	$1,596,400.00
Storm Drain System Cost	$3,025,120.00
Roadway and Paving Cost	$4,635,700.00
Earthwork and E&S Cost	$0.00
Miscellaneous	$10,511,326.40
Phase 5 Traditional	
Water System Cost	$1,629,160.00
Wastewater System Cost	$1,581,840.00
Storm Drain System Cost	$2,122,640.00
Roadway and Paving Cost	$3,123,120.00
Earthwork and E&S Cost	$0.00
Miscellaneous	$12,313,813.20
Master Infrastructure- Onsite	
Water System Cost	$8,686,259.50
Wastewater System Cost	$2,855,063.00
Storm Drain System Cost	$1,855,804.44
Roadway and Paving Cost	$7,635,127.05
Earthwork and E&S Cost	$514,628.31
Miscellaneous	$9,554,530.72
Master Infrastructure- Offsite	
Water System Cost	$0.00
Wastewater System Cost	$0.00
Storm Drain System Cost	$0.00
Roadway and Paving Cost	$0.00
Earthwork and E&S Cost	$0.00
SUB-TOTAL	**$72,942,212.62**

TOTAL CONSTRUCTION COST	**$309,408,103.52**

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TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-2
(MMD INITIAL CAPITAL IMPROVEMENTS)

CLIENT

MINTO TEXAS LLC

PROJECT NUMBER:
010232001

DATE:
2025/11/14

SHEET:

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EXHIBIT J-3

MMD INITIAL OVERALL CAPITAL IMPROVEMENTS SUMMARY

Site	Type	Desc	Acreage (ac) (Approximate)	Water	Irrigation	Wastewater	Storm Drain	Paving	Dry utilities	Earthwork	Subtotal	Contingency, Fees	Total Cost w/ Contingencies & Fees	Total Cost Per Acre
Phase 1	ACTIVE ADULT - 55+	Public	76.4	$ 1,619,680	$ -	$ 1,986,400	$ 2,658,720	$ 5,768,200	$ 916,800	$ -	$ 12,949,800	$ 4,920,924	$ 17,870,724	$ 233,910
		Private		$ -	$ 916,800	$ -	$ -	$ -	$ -	$ 3,185,880	$ 4,102,680	$ 1,559,018	$ 5,661,698	$ 74,106
		ACTIVE ADULT TOTAL		**$ 1,619,680**	**$ 916,800**	**$ 1,986,400**	**$ 2,658,720**	**$ 5,768,200**	**$ 916,800**	**$ 3,185,880**	**$ 17,052,480**	**$ 6,479,942**	**$ 23,532,422**	**$ 308,016**
	TRADITIONAL (MPC- Master Planned Community)	Public	101.8	$ 2,453,380	-	$ 2,382,120	$ 3,196,520	$ 4,703,160	$ 1,353,940	$ -	$ 14,089,120	$ 5,353,866	$ 19,442,986	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,726,250	$ 5,726,250	$ 2,175,975	$ 7,902,225	$ 77,625
		TRADITIONAL TOTAL		**$ 2,453,380**	**$ -**	**$ 2,382,120**	**$ 3,196,520**	**$ 4,703,160**	**$ 1,353,940**	**$ 5,726,250**	**$ 19,815,370**	**$ 7,529,841**	**$ 27,345,211**	**$ 268,617**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 2,523,818	$ -	$ 2,099,490	$ 1,025,738	$ 5,345,694	$ 54,000	$ 304,373	$ 11,353,113	$ 4,314,183	$ 15,667,296	$ -
		Private		$ -	$ 4,793,763	$ -	$ -	$ -	$ -	$ -	$ 4,793,763	$ 1,821,630	$ 6,615,392	$ -
		MI ONSITE TOTAL		**$ 2,523,818**	**$ 4,793,763**	**$ 2,099,490**	**$ 1,025,738**	**$ 5,345,694**	**$ 54,000**	**$ 304,373**	**$ 16,146,875**	**$ 6,135,813**	**$ 22,282,688**	**$ -**
	OFFSITE (MASTER INFRASTRUCTURE)	Public	-	$ 899,202	$ -	$ 24,460,370	$ -	$ -	$ -	$ -	$ 25,359,572	$ 9,636,637	$ 34,996,210	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI OFFSITE TOTAL		**$ 899,202**	**$ -**	**$ 24,460,370**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 25,359,572**	**$ 9,636,637**	**$ 34,996,210**	**$ -**
	PHASE 1 TOTAL		**178.2**	**$ 7,496,080**	**$ 5,710,563**	**$ 30,928,380**	**$ 6,880,978**	**$ 15,817,054**	**$ 2,324,740**	**$ 9,216,503**	**$ 78,374,297**	**$ 29,782,233**	**$ 108,156,531**	**$ 576,633**
AMENITY	AMENITY CENTER A	Public	21.3	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	AMENITY CENTER B	Public	17.7	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
			21.3	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Offsite Roadway Improvement	Brookside Project 1	Public	36779.6	$ -	$ -	$ -	$ -	$ 709,659	$ 40,500	$ 20,462,976	$ 21,213,135	$ 8,060,991	$ 29,274,127	$ 796
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ 1,785,911	$ 1,785,911	$ 678,646	$ 2,464,557	$ 67
		MI OFFSITE TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ 709,659**	**$ 40,500**	**$ 22,248,887**	**$ 22,999,046**	**$ 8,739,638**	**$ 31,738,684**	**$ 863**
	Brookside Project 2	Public	36779.6	$ -	-	$ -	$ -	$ 4,590,517	$ -	$ 23,778,444	$ 28,368,961	$ 10,780,205	$ 39,149,166	$ 1,064
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,279,094	$ 5,279,094	$ 2,006,056	$ 7,285,150	$ 198
		MI OFFSITE TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,590,517**	**$ -**	**$ 29,057,538**	**$ 33,648,055**	**$ 12,786,261**	**$ 46,434,315**	**$ 1,263**
	FM 875	Public	-	$ -	$ -	$ -	$ -	$ 708,819	$ -	$ 127,587	$ 836,406	$ 317,834	$ 1,154,241	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI OFFSITE TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ 708,819**	**$ -**	**$ 127,587**	**$ 836,406**	**$ 317,834**	**$ 1,154,241**	**$ -**
	FM 1446	Public	-	$ -	$ -	$ -	$ -	$ 822,339	$ -	$ 148,021	$ 970,360	$ 368,737	$ 1,339,096	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI OFFSITE TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ 822,339**	**$ -**	**$ 148,021**	**$ 970,360**	**$ 368,737**	**$ 1,339,096**	**$ -**
				$ -	**$ -**	**$ -**	**$ -**	**$ 6,831,333**	**$ 40,500**	**$ 51,582,034**	**$ 58,453,867**	**$ 22,212,469**	**$ 80,666,337**	**$ 2,125**
Phase 2	ACTIVE ADULT - 55+	Public	72.4	$ 1,534,880	$ -	$ 1,882,400	$ 2,927,520	$ 5,466,200	$ 868,800	$ -	$ 12,679,800	$ 4,818,324	$ 17,498,124	$ 241,687
		Private		$ -	$ 868,800	$ -	$ -	$ -	$ -	$ 3,562,080	$ 4,430,880	$ 1,683,734	$ 6,114,614	$ 84,456
		ACTIVE ADULT TOTAL		**$ 1,534,880**	**$ 868,800**	**$ 1,882,400**	**$ 2,927,520**	**$ 5,466,200**	**$ 868,800**	**$ 3,562,080**	**$ 17,110,680**	**$ 6,502,058**	**$ 23,612,738**	**$ 326,143**
	TRADITIONAL (MPC- Master Planned Community)	Public	68.8	$ 1,658,080	-	$ 1,609,920	$ 2,160,320	$ 3,178,560	$ 915,040	$ -	$ 9,521,920	$ 3,618,330	$ 13,140,250	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,796,400	$ 5,796,400	$ 2,202,632	$ 7,999,032	$ 116,265
		TRADITIONAL TOTAL		**$ 1,658,080**	**$ -**	**$ 1,609,920**	**$ 2,160,320**	**$ 3,178,560**	**$ 915,040**	**$ 5,796,400**	**$ 15,318,320**	**$ 5,820,962**	**$ 21,139,282**	**$ 307,257**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 440,258	$ -	$ 1,687,666	$ 605,096	$ 1,739,700	$ 36,000	$ 137,172	$ 4,645,892	$ 1,765,439	$ 6,411,331	$ -
		Private		$ -	$ 332,451	$ -	$ -	$ -	$ -	$ -	$ 332,451	$ 126,331	$ 458,782	$ -
		MI ONSITE TOTAL		**$ 440,258**	**$ 332,451**	**$ 1,687,666**	**$ 605,096**	**$ 1,739,700**	**$ 36,000**	**$ 137,172**	**$ 4,978,343**	**$ 1,891,770**	**$ 6,870,114**	**$ -**
	PHASE 2 TOTAL		**141.2**	**$ 3,633,218**	**$ 1,201,251**	**$ 5,179,986**	**$ 5,692,936**	**$ 10,384,460**	**$ 1,819,840**	**$ 9,495,652**	**$ 37,407,343**	**$ 14,214,790**	**$ 51,622,134**	**$ 633,400**

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3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT J-3
MMD OVERALL CAPITAL IMPROVEMENTS SUMMARY

CLIENT
MINTO TEXAS LLC

PROJECT NUMBER: 010232001
DATE: 2025/11/13
SHEET:

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Phase 3	ACTIVE ADULT - 55+	Public	55.8	$ 1,182,960	$ -	$ 1,450,800	$ 2,332,640	$ 4,212,900	$ 669,600	$ -	$ 9,848,900	$ 3,742,582	$ 13,591,482	$ 243,575
		Private		$ -	$ 669,600	$ -	$ -	$ -	$ -	$ 2,326,860	$ 2,996,460	$ 1,138,655	$ 4,135,115	$ 74,106
		ACTIVE ADULT TOTAL		**$ 1,182,960**	**$ 669,600**	**$ 1,450,800**	**$ 2,332,640**	**$ 4,212,900**	**$ 669,600**	**$ 2,326,860**	**$ 12,845,360**	**$ 4,881,237**	**$ 17,726,597**	**$ 317,681**
	TRADITIONAL (MPC- Master Planned Community)	Public	73.0	$ 1,759,300	-	$ 1,708,200	$ 2,292,200	$ 3,372,600	$ 970,900	$ -	$ 10,103,200	$ 3,839,216	$ 13,942,416	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 6,150,250	$ 6,150,250	$ 2,337,095	$ 8,487,345	$ 116,265
		TRADITIONAL TOTAL		**$ 1,759,300**	**$ -**	**$ 1,708,200**	**$ 2,292,200**	**$ 3,372,600**	**$ 970,900**	**$ 6,150,250**	**$ 16,253,450**	**$ 6,176,311**	**$ 22,429,761**	**$ 307,257**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 978,112	$ -	$ 1,988,437	$ 565,175	$ 2,234,062	$ 36,000	$ 159,780	$ 5,961,566	$ 2,265,395	$ 8,226,961	$ -
		Private		$ -	$ 310,518	$ -	$ -	$ -	$ -	$ -	$ 310,518	$ 117,997	$ 428,514	$ -
		MI ONSITE TOTAL		**$ 978,112**	**$ 310,518**	**$ 1,988,437**	**$ 565,175**	**$ 2,234,062**	**$ 36,000**	**$ 159,780**	**$ 6,272,083**	**$ 2,383,392**	**$ 8,655,475**	**$ -**
	PHASE 3 TOTAL		**128.8**	**$ 3,920,372**	**$ 980,118**	**$ 5,147,437**	**$ 5,190,015**	**$ 9,819,562**	**$ 1,676,500**	**$ 8,636,890**	**$ 35,370,893**	**$ 13,440,940**	**$ 48,811,833**	**$ 624,938**
Phase 4	ACTIVE ADULT - 55+	Public	46.1	$ 976,472	$ -	$ 1,197,560	$ 1,602,888	$ 3,477,530	$ 552,720	$ -	$ 7,807,170	$ 2,966,725	$ 10,773,895	$ 233,910
		Private		$ -	$ 552,720	$ -	$ -	$ -	$ -	$ 1,920,702	$ 2,473,422	$ 939,900	$ 3,413,322	$ 74,106
		ACTIVE ADULT TOTAL		**$ 976,472**	**$ 552,720**	**$ 1,197,560**	**$ 1,602,888**	**$ 3,477,530**	**$ 552,720**	**$ 1,920,702**	**$ 10,280,592**	**$ 3,906,625**	**$ 14,187,217**	**$ 308,016**
	TRADITIONAL (MPC- Master Planned Community)	Public	63.2	$ 1,523,120	-	$ 1,478,880	$ 1,984,480	$ 2,919,840	$ 840,560	$ -	$ 8,746,880	$ 3,323,814	$ 12,070,694	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 3,112,600	$ 3,112,600	$ 1,182,788	$ 4,295,388	$ 67,965
		TRADITIONAL TOTAL		**$ 1,523,120**	**$ -**	**$ 1,478,880**	**$ 1,984,480**	**$ 2,919,840**	**$ 840,560**	**$ 3,112,600**	**$ 11,859,480**	**$ 4,506,602**	**$ 16,366,082**	**$ 258,957**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 1,232,228	$ -	$ -	$ 297,723	$ 979,796	$ 18,000	$ 68,167	$ 2,595,914	$ 986,447	$ 3,582,361	$ -
		Private		$ -	$ 163,575	$ -	$ -	$ -	$ -	$ -	$ 163,575	$ 62,158	$ 225,733	$ -
		MI ONSITE TOTAL		**$ 1,232,228**	**$ 163,575**	**$ -**	**$ 297,723**	**$ 979,796**	**$ 18,000**	**$ 68,167**	**$ 2,759,489**	**$ 1,048,606**	**$ 3,808,094**	**$ -**
	PHASE 4 TOTAL		**109.3**	**$ 3,731,820**	**$ 716,295**	**$ 2,676,440**	**$ 3,885,091**	**$ 7,377,166**	**$ 1,411,280**	**$ 5,101,469**	**$ 24,899,561**	**$ 9,461,833**	**$ 34,361,394**	**$ 566,973**
Phase 5	ACTIVE ADULT - 55+	Public	61.4	$ 1,301,680	$ -	$ 1,596,400	$ 3,025,120	$ 4,635,700	$ 736,800	$ -	$ 11,295,700	$ 4,292,366	$ 15,588,066	$ 253,877
		Private		$ -	$ 736,800	$ -	$ -	$ -	$ -	$ 3,235,780	$ 3,972,580	$ 1,509,580	$ 5,482,160	$ 89,286
		ACTIVE ADULT TOTAL		**$ 1,301,680**	**$ 736,800**	**$ 1,596,400**	**$ 3,025,120**	**$ 4,635,700**	**$ 736,800**	**$ 3,235,780**	**$ 15,268,280**	**$ 5,801,946**	**$ 21,070,226**	**$ 343,163**
	TRADITIONAL (MPC- Master Planned Community)	Public	67.6	$ 1,629,160	-	$ 1,581,840	$ 2,122,640	$ 3,123,120	$ 899,080	$ -	$ 9,355,840	$ 3,555,219	$ 12,911,059	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,695,300	$ 5,695,300	$ 2,164,214	$ 7,859,514	$ 116,265
		TRADITIONAL TOTAL		**$ 1,629,160**	**$ -**	**$ 1,581,840**	**$ 2,122,640**	**$ 3,123,120**	**$ 899,080**	**$ 5,695,300**	**$ 15,051,140**	**$ 5,719,433**	**$ 20,770,573**	**$ 307,257**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 8,686,260	$ -	$ 2,855,063	$ 1,855,804	$ 7,635,127	$ 96,000	$ 514,628	$ 21,642,882	$ 8,224,295	$ 29,867,178	$ -
		Private		$ -	$ 894,374	$ -	$ -	$ -	$ -	$ -	$ 894,374	$ 339,862	$ 1,234,235	$ -
		MI ONSITE TOTAL		**$ 8,686,260**	**$ 894,374**	**$ 2,855,063**	**$ 1,855,804**	**$ 7,635,127**	**$ 96,000**	**$ 514,628**	**$ 22,537,256**	**$ 8,564,157**	**$ 31,101,413**	**$ -**
	PHASE 5 TOTAL		**129.0**	**$ 11,617,100**	**$ 1,631,174**	**$ 6,033,303**	**$ 7,003,564**	**$ 15,393,947**	**$ 1,731,880**	**$ 9,445,708**	**$ 52,856,676**	**$ 20,085,537**	**$ 72,942,213**	**$ 650,420**
Phase 6	ACTIVE ADULT - 55+	Public	30.5	$ 646,600	$ -	$ 793,000	$ 1,061,400	$ 2,302,750	$ 366,000	$ -	$ 5,169,750	$ 1,964,505	$ 7,134,255	$ 233,910
		Private		$ -	$ 366,000	$ -	$ -	$ -	$ -	$ 1,271,850	$ 1,637,850	$ 622,383	$ 2,260,233	$ 74,106
		ACTIVE ADULT TOTAL		**$ 646,600**	**$ 366,000**	**$ 793,000**	**$ 1,061,400**	**$ 2,302,750**	**$ 366,000**	**$ 1,271,850**	**$ 6,807,600**	**$ 2,586,888**	**$ 9,394,488**	**$ 308,016**
	TRADITIONAL (MPC- Master Planned Community)	Public	86.1	$ 2,075,010	-	$ 2,014,740	$ 2,703,540	$ 3,977,820	$ 1,145,130	$ -	$ 11,916,240	$ 4,528,171	$ 16,444,411	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,747,175	$ 5,747,175	$ 2,183,927	$ 7,931,102	$ 92,115
		TRADITIONAL TOTAL		**$ 2,075,010**	**$ -**	**$ 2,014,740**	**$ 2,703,540**	**$ 3,977,820**	**$ 1,145,130**	**$ 5,747,175**	**$ 17,663,415**	**$ 6,712,098**	**$ 24,375,513**	**$ 283,107**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 407,925	$ -	$ -	$ 268,542	$ 1,351,780	$ 18,000	$ 86,072	$ 2,132,319	$ 810,281	$ 2,942,601	$ -
		Private		$ -	$ 147,542	$ -	$ -	$ -	$ -	$ -	$ 147,542	$ 56,066	$ 203,608	$ -
		MI ONSITE TOTAL		**$ 407,925**	**$ 147,542**	**$ -**	**$ 268,542**	**$ 1,351,780**	**$ 18,000**	**$ 86,072**	**$ 2,279,861**	**$ 866,347**	**$ 3,146,208**	**$ -**
	PHASE 6 TOTAL		**116.6**	**$ 3,129,535**	**$ 513,542**	**$ 2,807,740**	**$ 4,033,482**	**$ 7,632,350**	**$ 1,529,130**	**$ 7,105,097**	**$ 26,750,876**	**$ 10,165,333**	**$ 36,916,209**	**$ 591,123**
Phase 7	ACTIVE ADULT - 55+	Public	99.6	$ 2,111,520	$ -	$ 2,589,600	$ 3,747,680	$ 7,519,800	$ 1,195,200	$ -	$ 17,163,800	$ 6,522,244	$ 23,686,044	$ 237,812
		Private		$ -	$ 1,195,200	$ -	$ -	$ -	$ -	$ 5,248,920	$ 6,444,120	$ 2,448,766	$ 8,892,886	$ 89,286
		ACTIVE ADULT TOTAL		**$ 2,111,520**	**$ 1,195,200**	**$ 2,589,600**	**$ 3,747,680**	**$ 7,519,800**	**$ 1,195,200**	**$ 5,248,920**	**$ 23,607,920**	**$ 8,971,010**	**$ 32,578,930**	**$ 327,098**
	TRADITIONAL (MPC- Master Planned Community)	Public	56.8	$ 1,369,844	-	$ 1,330,056	$ 2,405,976	$ 2,626,008	$ 755,972	$ -	$ 8,487,856	$ 3,225,385	$ 11,713,241	$ 206,074
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 3,993,010	$ 3,993,010	$ 1,517,344	$ 5,510,354	$ 96,945
		TRADITIONAL TOTAL		**$ 1,369,844**	**$ -**	**$ 1,330,056**	**$ 2,405,976**	**$ 2,626,008**	**$ 755,972**	**$ 3,993,010**	**$ 12,480,866**	**$ 4,742,729**	**$ 17,223,595**	**$ 303,019**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 1,558,169	$ -	$ 844,669	$ 2,158,739	$ 7,223,572	$ 120,000	$ 555,410	$ 12,460,559	$ 4,735,012	$ 17,195,572	$ -
		Private		$ -	$ 1,117,917	$ -	$ -	$ -	$ -	$ -	$ 1,117,917	$ 424,808	$ 1,542,726	$ -
		MI ONSITE TOTAL		**$ 1,558,169**	**$ 1,117,917**	**$ 844,669**	**$ 2,158,739**	**$ 7,223,572**	**$ 120,000**	**$ 555,410**	**$ 13,578,476**	**$ 5,159,821**	**$ 18,738,297**	**$ -**
	PHASE 7 TOTAL		**156.4**	**$ 5,039,533**	**$ 2,313,117**	**$ 4,764,325**	**$ 8,312,395**	**$ 17,369,380**	**$ 2,071,172**	**$ 9,797,340**	**$ 49,667,262**	**$ 18,873,560**	**$ 68,540,822**	**$ 630,117**

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PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT J-3
(MMD OVERALL CAPITAL IMPROVEMENTS)

CLIENT
MINTO TEXAS LLC

PROJECT NUMBER:
010232001

DATE:
2025/11/13

SHEET:

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Phase 8	ACTIVE ADULT - 55+	Public	109.4	$ 2,319,280	$ -	$ 2,844,400	$ 3,807,120	$ 8,259,700	$ 1,312,800	$ -	$ 18,543,300	$ 7,046,454	$ 25,589,754	$ 233,910
		Private		$ -	$ 1,312,800	$ -	$ -	$ -	$ -	$ 5,765,380	$ 7,078,180	$ 2,689,708	$ 9,767,888	$ 89,286
		ACTIVE ADULT TOTAL		**$ 2,319,280**	**$ 1,312,800**	**$ 2,844,400**	**$ 3,807,120**	**$ 8,259,700**	**$ 1,312,800**	**$ 5,765,380**	**$ 25,621,480**	**$ 9,736,162**	**$ 35,357,642**	**$ 323,196**
	TRADITIONAL (MPC- Master Planned Community)	Public	101.1	$ 2,436,510	-	$ 2,365,740	$ 3,742,540	$ 4,670,820	$ 1,344,630	$ -	$ 14,560,240	$ 5,532,891	$ 20,093,131	$ 198,745
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 4,220,925	$ 4,220,925	$ 1,603,952	$ 5,824,877	$ 57,615
		TRADITIONAL TOTAL		**$ 2,436,510**	**$ -**	**$ 2,365,740**	**$ 3,742,540**	**$ 4,670,820**	**$ 1,344,630**	**$ 4,220,925**	**$ 18,781,165**	**$ 7,136,843**	**$ 25,918,008**	**$ 256,360**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 962,285	$ -	$ 215,440	$ 1,663,642	$ 5,109,645	$ 96,000	$ 409,518	$ 8,456,530	$ 3,213,481	$ 11,670,011	$ -
		Private		$ -	$ 5,195,191	$ -	$ -	$ -	$ -	$ -	$ 5,195,191	$ 1,974,173	$ 7,169,363	$ -
		MI ONSITE TOTAL		**$ 962,285**	**$ 5,195,191**	**$ 215,440**	**$ 1,663,642**	**$ 5,109,645**	**$ 96,000**	**$ 409,518**	**$ 13,651,721**	**$ 5,187,654**	**$ 18,839,375**	**$ -**
	PHASE 8 TOTAL		**210.5**	**$ 5,718,075**	**$ 6,507,991**	**$ 5,425,580**	**$ 9,213,302**	**$ 18,040,165**	**$ 2,753,430**	**$ 10,395,823**	**$ 58,054,366**	**$ 22,060,659**	**$ 80,115,025**	**$ 579,556**
Phase 9	MIXED-USE (MPC- Master Planned Community)	Public	52.9	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 9 TOTAL		**52.9**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 10	MIXED-USE (MPC- Master Planned Community)	Public	13.4	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 10 TOTAL		**13.4**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 11	MIXED-USE (MPC- Master Planned Community)	Public	2.2	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 11 TOTAL		**2.2**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 12	TRADITIONAL (MPC- Master Planned Community)	Public	76.1	$ 1,834,010	-	$ 1,780,740	$ 2,389,540	$ 3,515,820	$ 1,012,130	$ -	$ 10,532,240	$ 4,002,251	$ 14,534,491	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 3,177,175	$ 3,177,175	$ 1,207,327	$ 4,384,502	$ 57,615
		TRADITIONAL TOTAL		**$ 1,834,010**	**$ -**	**$ 1,780,740**	**$ 2,389,540**	**$ 3,515,820**	**$ 1,012,130**	**$ 3,177,175**	**$ 13,709,415**	**$ 5,209,578**	**$ 18,918,993**	**$ 248,607**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ -	$ -	$ 311,711	$ 581,654	$ 1,512,633	$ 36,000	$ 111,708	$ 2,553,706	$ 970,408	$ 3,524,115	$ -
		Private		$ -	$ 293,417	$ -	$ -	$ -	$ -	$ -	$ 293,417	$ 111,498	$ 404,915	$ -
		MI ONSITE TOTAL		**$ -**	**$ 293,417**	**$ 311,711**	**$ 581,654**	**$ 1,512,633**	**$ 36,000**	**$ 111,708**	**$ 2,847,123**	**$ 1,081,907**	**$ 3,929,030**	**$ -**
	PHASE 12 TOTAL		**76.1**	**$ 1,834,010**	**$ 293,417**	**$ 2,092,451**	**$ 2,971,194**	**$ 5,028,453**	**$ 1,048,130**	**$ 3,288,883**	**$ 16,556,538**	**$ 6,291,484**	**$ 22,848,023**	**$ 248,607**
Phase 13	ACTIVE ADULT - 55+	Public	94.4	$ 2,001,280	$ -	$ 2,454,400	$ 3,285,120	$ 7,127,200	$ 1,132,800	$ -	$ 16,000,800	$ 6,080,304	$ 22,081,104	$ 233,910
		Private		$ -	$ 1,132,800	$ -	$ -	$ -	$ -	$ 4,644,480	$ 5,777,280	$ 2,195,366	$ 7,972,646	$ 84,456
		ACTIVE ADULT TOTAL		**$ 2,001,280**	**$ 1,132,800**	**$ 2,454,400**	**$ 3,285,120**	**$ 7,127,200**	**$ 1,132,800**	**$ 4,644,480**	**$ 21,778,080**	**$ 8,275,670**	**$ 30,053,750**	**$ 318,366**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 209,530	$ -	$ 181,612	$ 204,769	$ 1,042,807	$ 12,000	$ 66,044	$ 1,716,763	$ 652,370	$ 2,369,133	$ -
		Private		$ -	$ 112,504	$ -	$ -	$ -	$ -	$ -	$ 112,504	$ 42,752	$ 155,256	$ -
		MI ONSITE TOTAL		**$ 209,530**	**$ 112,504**	**$ 181,612**	**$ 204,769**	**$ 1,042,807**	**$ 12,000**	**$ 66,044**	**$ 1,829,267**	**$ 695,122**	**$ 2,524,389**	**$ -**
	PHASE 13 TOTAL		**94.4**	**$ 2,210,810**	**$ 1,245,304**	**$ 2,636,012**	**$ 3,489,889**	**$ 8,170,007**	**$ 1,144,800**	**$ 4,710,524**	**$ 23,607,347**	**$ 8,970,792**	**$ 32,578,139**	**$ 318,366**
Phase 14	TRADITIONAL (MPC- Master Planned Community)	Public	100.2	$ 2,414,820	-	$ 2,344,680	$ 3,237,880	$ 4,629,240	$ 1,332,660	$ -	$ 13,959,280	$ 5,304,526	$ 19,263,806	$ 192,254
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 4,183,350	$ 4,183,350	$ 1,589,673	$ 5,773,023	$ 57,615
		TRADITIONAL TOTAL		**$ 2,414,820**	**$ -**	**$ 2,344,680**	**$ 3,237,880**	**$ 4,629,240**	**$ 1,332,660**	**$ 4,183,350**	**$ 18,142,630**	**$ 6,894,199**	**$ 25,036,829**	**$ 249,869**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 466,711	$ -	$ 154,250	$ 550,344	$ 1,671,972	$ 30,000	$ 111,708	$ 2,984,986	$ 1,134,295	$ 4,119,280	$ -
		Private		$ -	$ 278,883	$ -	$ -	$ -	$ -	$ -	$ 278,883	$ 105,975	$ 384,858	$ -
		MI ONSITE TOTAL		**$ 466,711**	**$ 278,883**	**$ 154,250**	**$ 550,344**	**$ 1,671,972**	**$ 30,000**	**$ 111,708**	**$ 3,263,868**	**$ 1,240,270**	**$ 4,504,138**	**$ -**
	PHASE 14 TOTAL		**100.2**	**$ 2,881,531**	**$ 278,883**	**$ 2,498,930**	**$ 3,788,224**	**$ 6,301,212**	**$ 1,362,660**	**$ 4,295,058**	**$ 21,406,498**	**$ 8,134,469**	**$ 29,540,968**	**$ 249,869**
Phase 15	ACTIVE ADULT - 55+	Public	78.9	$ 1,672,680	$ -	$ 2,051,400	$ 2,745,720	$ 5,956,950	$ 946,800	$ -	$ 13,373,550	$ 5,081,949	$ 18,455,499	$ 233,910
		Private		$ -	$ 946,800	$ -	$ -	$ -	$ -	$ 3,881,880	$ 4,828,680	$ 1,834,898	$ 6,663,578	$ 84,456
		ACTIVE ADULT TOTAL		**$ 1,672,680**	**$ 946,800**	**$ 2,051,400**	**$ 2,745,720**	**$ 5,956,950**	**$ 946,800**	**$ 3,881,880**	**$ 18,202,230**	**$ 6,916,847**	**$ 25,119,077**	**$ 318,366**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 494,979	$ -	$ 186,247	$ 245,198	$ 1,073,867	$ 18,000	$ 68,221	$ 2,086,512	$ 792,874	$ 2,879,386	$ -
		Private		$ -	$ 115,871	$ -	$ -	$ -	$ -	$ -	$ 115,871	$ 44,031	$ 159,902	$ -
		MI ONSITE TOTAL		**$ 494,979**	**$ 115,871**	**$ 186,247**	**$ 245,198**	**$ 1,073,867**	**$ 18,000**	**$ 68,221**	**$ 2,202,383**	**$ 836,906**	**$ 3,039,288**	**$ -**
	PHASE 15 TOTAL		**78.9**	**$ 2,167,659**	**$ 1,062,671**	**$ 2,237,647**	**$ 2,990,918**	**$ 7,030,817**	**$ 964,800**	**$ 3,950,101**	**$ 20,404,613**	**$ 7,753,753**	**$ 28,158,366**	**$ 318,366**

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KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT J-3
(MMD OVERALL CAPITAL IMPROVEMENTS)

CLIENT
MINTO TEXAS LLC

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Phase 16	TRADITIONAL (MPC- Master Planned Community)	Public	79.3	$ 1,911,130	-	$ 1,855,620	$ 3,246,820	$ 3,663,660	$ 1,054,690	$ -	$ 11,731,920	$ 4,458,130	$ 16,190,050	$ 204,162
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 3,905,525	$ 3,905,525	$ 1,484,100	$ 5,389,625	$ 67,965
		TRADITIONAL TOTAL		**$ 1,911,130**	**$ -**	**$ 1,855,620**	**$ 3,246,820**	**$ 3,663,660**	**$ 1,054,690**	**$ 3,905,525**	**$ 15,637,445**	**$ 5,942,229**	**$ 21,579,674**	**$ 272,127**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 468,019	$ -	$ 145,068	$ -	$ -	$ -	$ -	$ 613,087	$ 232,973	$ 846,060	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 468,019**	**$ -**	**$ 145,068**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 613,087**	**$ 232,973**	**$ 846,060**	**$ -**
	PHASE 16 TOTAL		**79.3**	**$ 2,379,149**	**$ -**	**$ 2,000,688**	**$ 3,246,820**	**$ 3,663,660**	**$ 1,054,690**	**$ 3,905,525**	**$ 16,250,532**	**$ 6,175,202**	**$ 22,425,734**	**$ 272,127**
Phase 17	FLEX (MPC- Master Planned Community)	Public	134.7	$ 3,246,270	-	$ 3,151,980	$ 4,229,580	$ 6,223,140	$ 1,791,510	$ -	$ 18,642,480	$ 7,084,142	$ 25,726,622	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,623,725	$ 5,623,725	$ 2,137,016	$ 7,760,741	$ 57,615
		TRADITIONAL TOTAL		**$ 3,246,270**	**$ -**	**$ 3,151,980**	**$ 4,229,580**	**$ 6,223,140**	**$ 1,791,510**	**$ 5,623,725**	**$ 24,266,205**	**$ 9,221,158**	**$ 33,487,363**	**$ 248,607**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ -	$ -	$ 266,928	$ 337,956	$ 956,228	$ 24,000	$ 71,020	$ 1,656,132	$ 629,330	$ 2,285,462	$ -
		Private		$ -	$ 185,679	$ -	$ -	$ -	$ -	$ -	$ 185,679	$ 70,558	$ 256,237	$ -
		MI ONSITE TOTAL		**$ -**	**$ 185,679**	**$ 266,928**	**$ 337,956**	**$ 956,228**	**$ 24,000**	**$ 71,020**	**$ 1,841,811**	**$ 699,888**	**$ 2,541,699**	**$ -**
	PHASE 17 TOTAL		**134.7**	**$ 3,246,270**	**$ 185,679**	**$ 3,418,908**	**$ 4,567,536**	**$ 7,179,368**	**$ 1,815,510**	**$ 5,694,745**	**$ 26,108,016**	**$ 9,921,046**	**$ 36,029,062**	**$ 248,607**
Phase 18	MIXED USE (MPC- Master Planned Community)	Public	16.5	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 18 TOTAL		**16.5**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 19	FLEX (MPC- Master Planned Community)	Public	107.3	$ 2,585,930	-	$ 2,510,820	$ 3,369,220	$ 4,957,260	$ 1,427,090	$ -	$ 14,850,320	$ 5,643,122	$ 20,493,442	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,284,525	$ 5,284,525	$ 2,008,120	$ 7,292,645	$ 67,965
		TRADITIONAL TOTAL		**$ 2,585,930**	**$ -**	**$ 2,510,820**	**$ 3,369,220**	**$ 4,957,260**	**$ 1,427,090**	**$ 5,284,525**	**$ 20,134,845**	**$ 7,651,241**	**$ 27,786,086**	**$ 258,957**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 880,041	$ -	$ -	$ -	$ -	$ -	$ -	$ 880,041	$ 334,416	$ 1,214,456	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 880,041**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 880,041**	**$ 334,416**	**$ 1,214,456**	**$ -**
	PHASE 19 TOTAL		**107.3**	**$ 3,465,971**	**$ -**	**$ 2,510,820**	**$ 3,369,220**	**$ 4,957,260**	**$ 1,427,090**	**$ 5,284,525**	**$ 21,014,886**	**$ 7,985,657**	**$ 29,000,542**	**$ 258,957**
Phase 20	MULTI-FAMILY (MPC- Master Planned Community)	Public	14.6	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 20 TOTAL		**14.6**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 21	MIXED USE (MPC- Master Planned Community)	Public	5.0	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 21 TOTAL		**5.0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 22	MIXED USE (MPC- Master Planned Community)	Public	7.7	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 22 TOTAL		**7.7**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 23	MULTI-FAMILY (MPC- Master Planned Community)	Public	14.4	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 23 TOTAL		**14.4**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 24	MIXED USE (MPC- Master Planned Community)	Public	16.2	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 24 TOTAL		**16.2**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 25	MIXED USE (MPC- Master Planned Community)	Public	15.0	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 25 TOTAL		**15.0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

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PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT J-3
(MMD OVERALL CAPITAL IMPROVEMENTS)

CLIENT
MINTO TEXAS LLC

PROJECT NUMBER:
010232001

DATE:
2025/11/13

SHEET:

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Phase 26	FLEX (MPC- Master Planned Community)	Public	106.1	$ 2,557,010	-	$ 2,482,740	$ 3,331,540	$ 4,901,820	$ 1,411,130	$ -	$ 14,684,240	$ 5,580,011	$ 20,264,251	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,225,425	$ 5,225,425	$ 1,985,662	$ 7,211,087	$ 67,965
		TRADITIONAL TOTAL		**$ 2,557,010**	**$ -**	**$ 2,482,740**	**$ 3,331,540**	**$ 4,901,820**	**$ 1,411,130**	**$ 5,225,425**	**$ 19,909,665**	**$ 7,565,673**	**$ 27,475,338**	**$ 258,957**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 436,108	$ -	$ -	$ -	$ -	$ -	$ -	$ 436,108	$ 165,721	$ 601,830	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 436,108**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 436,108**	**$ 165,721**	**$ 601,830**	**$ -**
	PHASE 26 TOTAL		**106.1**	**$ 2,993,118**	**$ -**	**$ 2,482,740**	**$ 3,331,540**	**$ 4,901,820**	**$ 1,411,130**	**$ 5,225,425**	**$ 20,345,773**	**$ 7,731,394**	**$ 28,077,167**	**$ 258,957**
Phase 27	FLEX (MPC- Master Planned Community)	Public	122.0	$ 2,940,200	-	$ 2,854,800	$ 3,830,800	$ 5,636,400	$ 1,622,600	$ -	$ 16,884,800	$ 6,416,224	$ 23,301,024	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,093,500	$ 5,093,500	$ 1,935,530	$ 7,029,030	$ 57,615
		TRADITIONAL TOTAL		**$ 2,940,200**	**$ -**	**$ 2,854,800**	**$ 3,830,800**	**$ 5,636,400**	**$ 1,622,600**	**$ 5,093,500**	**$ 21,978,300**	**$ 8,351,754**	**$ 30,330,054**	**$ 248,607**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 537,822	$ -	$ 284,128	$ 984,349	$ 2,894,219	$ 48,000	$ 214,077	$ 4,962,594	$ 1,885,786	$ 6,848,380	$ -
		Private		$ -	$ 441,406	$ -	$ -	$ -	$ -	$ -	$ 441,406	$ 167,734	$ 609,140	$ -
		MI ONSITE TOTAL		**$ 537,822**	**$ 441,406**	**$ 284,128**	**$ 984,349**	**$ 2,894,219**	**$ 48,000**	**$ 214,077**	**$ 5,404,000**	**$ 2,053,520**	**$ 7,457,520**	**$ -**
	PHASE 27 TOTAL		**122.0**	**$ 3,478,022**	**$ 441,406**	**$ 3,138,928**	**$ 4,815,149**	**$ 8,530,619**	**$ 1,670,600**	**$ 5,307,577**	**$ 27,382,300**	**$ 10,405,274**	**$ 37,787,574**	**$ 248,607**
Phase 28	FLEX (MPC- Master Planned Community)	Public	115.8	$ 2,790,780	-	$ 2,709,720	$ 3,636,120	$ 5,349,960	$ 1,540,140	$ -	$ 16,026,720	$ 6,090,154	$ 22,116,874	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 4,834,650	$ 4,834,650	$ 1,837,167	$ 6,671,817	$ 57,615
		TRADITIONAL TOTAL		**$ 2,790,780**	**$ -**	**$ 2,709,720**	**$ 3,636,120**	**$ 5,349,960**	**$ 1,540,140**	**$ 4,834,650**	**$ 20,861,370**	**$ 7,927,321**	**$ 28,788,691**	**$ 248,607**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 395,642	$ -	$ -	$ -	$ -	$ -	$ -	$ 395,642	$ 150,344	$ 545,986	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 395,642**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 395,642**	**$ 150,344**	**$ 545,986**	**$ -**
	PHASE 28 TOTAL		**115.8**	**$ 3,186,422**	**$ -**	**$ 2,709,720**	**$ 3,636,120**	**$ 5,349,960**	**$ 1,540,140**	**$ 4,834,650**	**$ 21,257,012**	**$ 8,077,665**	**$ 29,334,676**	**$ 248,607**
Phase 29	FLEX (MPC- Master Planned Community)	Public	160.4	$ 3,865,640	-	$ 3,753,360	$ 6,574,560	$ 7,410,480	$ 2,133,320	$ -	$ 23,737,360	$ 9,020,197	$ 32,757,557	$ 204,224
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 7,899,700	$ 7,899,700	$ 3,001,886	$ 10,901,586	$ 67,965
		TRADITIONAL TOTAL		**$ 3,865,640**	**$ -**	**$ 3,753,360**	**$ 6,574,560**	**$ 7,410,480**	**$ 2,133,320**	**$ 7,899,700**	**$ 31,637,060**	**$ 12,022,083**	**$ 43,659,143**	**$ 272,189**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ -	$ -	$ 1,136,210	$ -	$ -	$ -	$ -	$ 1,136,210	$ 431,760	$ 1,567,969	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ -**	**$ -**	**$ 1,136,210**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,136,210**	**$ 431,760**	**$ 1,567,969**	**$ -**
	PHASE 29 TOTAL		**160.4**	**$ 3,865,640**	**$ -**	**$ 4,889,570**	**$ 6,574,560**	**$ 7,410,480**	**$ 2,133,320**	**$ 7,899,700**	**$ 32,773,270**	**$ 12,453,842**	**$ 45,227,112**	**$ 272,189**
Phase 30	SCHOOL (MPC- Master Planned Community)	Public	-	$ -	-	$ -	$ 193,600	$ -	$ -	$ -	$ 193,600	$ 73,568	$ 267,168	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ 193,600**	**$ -**	**$ -**	**$ -**	**$ 193,600**	**$ 73,568**	**$ 267,168**	**$ -**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 214,902	$ -	$ 161,526	$ -	$ -	$ -	$ -	$ 376,428	$ 143,043	$ 519,471	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 214,902**	**$ -**	**$ 161,526**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 376,428**	**$ 143,043**	**$ 519,471**	**$ -**
	PHASE 30 TOTAL		**-**	**$ 214,902**	**$ -**	**$ 161,526**	**$ 193,600**	**$ -**	**$ -**	**$ -**	**$ 570,028**	**$ 216,611**	**$ 786,639**	**$ -**
Phase 31	MIXED USE (MPC- Master Planned Community)	Public	-	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ 34,848	$ -	$ 34,848	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 34,848**	**$ -**	**$ 34,848**	**$ -**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 288,777	$ -	$ -	$ -	$ -	$ -	$ -	$ 288,777	$ 109,735	$ 398,512	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 288,777**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 288,777**	**$ 109,735**	**$ 398,512**	**$ -**
	PHASE 31 TOTAL		**-**	**$ 288,777**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 288,777**	**$ 109,735**	**$ 398,512**	**$ -**

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PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT J-3
(MMD OVERALL CAPITAL IMPROVEMENTS)

CLIENT
MINTO TEXAS LLC

PROJECT NUMBER:
010232001

DATE:
2025/11/13

SHEET:

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EXHIBIT J-4

MMD OVERALL CAPITAL IMPROVEMENTS DETAIL

CONSTRUCTION COST ESTIMATE - ACTIVE ADULT
PHASE 1A

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	76.4	$21,200.00	$1,619,680.00
			SUB-TOTAL	**$1,619,680.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	76.4	$12,000.00	$916,800.00
			SUB-TOTAL	**$916,800.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	76.4	$26,000.00	$1,986,400.00
			SUB-TOTAL	**$1,986,400.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	76.4	$34,800.00	$2,658,720.00
			SUB-TOTAL	**$2,658,720.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	76.4	$2,250.00	$171,900.00
STREET LIGHT	AC	76.4	$3,000.00	$229,200.00
ELECTRICAL SERVICE	AC	76.4	$6,750.00	$515,700.00
			SUB-TOTAL	**$916,800.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	76.4	$43,750.00	$3,342,500.00
COTTAGE COST	AC	76.4	$31,750.00	$2,425,700.00
			SUB-TOTAL	**$5,768,200.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	76.4	$30,000.00	$2,292,000.00
EROSION CONTOL	AC	76.4	$450.00	$34,380.00
PERIMETER/LARGE RET. WALL	AC	76.4	$7,500.00	$573,000.00
INTERNAL/SMALL RET. WALL	AC	76.4	$2,500.00	$191,000.00
CLEARING AND GRUBBING	AC	76.4	$1,250.00	$95,500.00
			SUB-TOTAL	**$3,185,880.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$12,949,800.00
CONTINGENCY - MMD	20%	$2,589,960.00
SUB-TOTAL - MMD		**$15,539,760.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$4,102,680.00
CONTINGENCY - PRIVATE	20%	$820,536.00
SUB-TOTAL - PRIVATE		**$4,923,216.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$17,052,480.00
CONTINGENCY - TOTAL	20%	$3,410,496.00
SUB-TOTAL - TOTAL		**$20,462,976.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,330,964.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$738,482.40
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$4,920,924.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,559,018.40**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$6,479,942.40**
TOTAL CONSTRUCTION COST		**$23,532,422.40**

CONSTRUCTION COST ESTIMATE - TRADITIONAL
PHASE 1B

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	101.8	$24,100.00	$2,453,380.00
			SUB-TOTAL	**$2,453,380.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	101.8	$23,400.00	$2,382,120.00
			SUB-TOTAL	**$2,382,120.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	101.8	$31,400.00	$3,196,520.00
			SUB-TOTAL	**$3,196,520.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	101.8	$2,500.00	$254,500.00
STREET LIGHT	AC	101.8	$3,300.00	$335,940.00
ELECTRICAL SERVICE	AC	101.8	$7,500.00	$763,500.00
			SUB-TOTAL	**$1,353,940.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	101.8	$46,200.00	$4,703,160.00
			SUB-TOTAL	**$4,703,160.00**

Earthwork and E&S Cost (MMD)

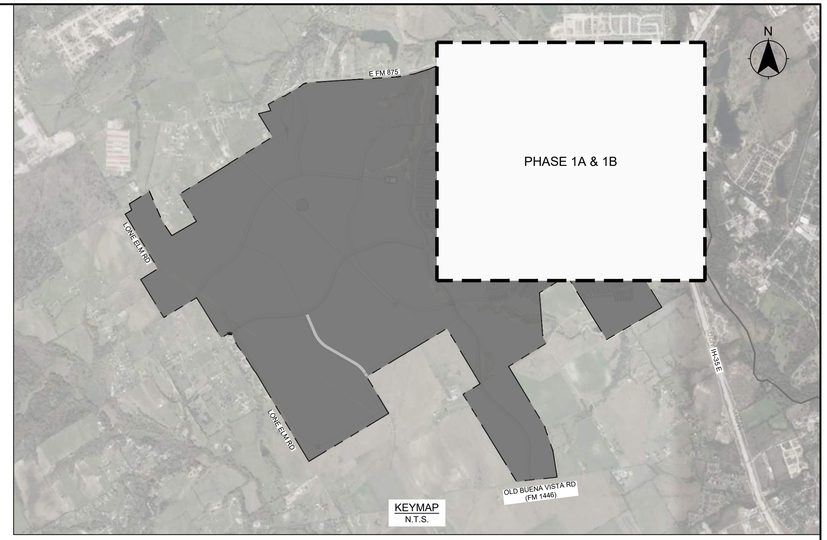
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	101.8	$30,000.00	$3,054,000.00
EROSION CONTOL	AC	101.8	$500.00	$50,900.00
PERIMETER/LARGE RET. WALL	AC	101.8	$22,000.00	$2,239,600.00
INTERNAL/SMALL RET. WALL	AC	101.8	$2,500.00	$254,500.00
CLEARING AND GRUBBING	AC	101.8	$1,250.00	$127,250.00
			SUB-TOTAL	**$5,726,250.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$14,089,120.00
CONTINGENCY - MMD	20%	$2,817,824.00
SUB-TOTAL - MMD		**$16,906,944.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$5,726,250.00
CONTINGENCY - PRIVATE	20%	$1,145,250.00
SUB-TOTAL - PRIVATE		**$6,871,500.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$19,815,370.00
CONTINGENCY - TOTAL	20%	$3,963,074.00
SUB-TOTAL - TOTAL		**$23,778,444.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,536,041.60
ENGINEER & SURVEY FEES - PRIVATE	15%	$1,030,725.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$5,353,865.60**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$2,175,975.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$7,529,840.60**
TOTAL CONSTRUCTION COST		**$27,345,210.60**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 1

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 1

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
16" P.V.C. WATER LINE	LF	7351	$140.00	$1,029,075.60
20" P.V.C. WATER LINE	LF	5418	$220.00	$1,191,960.00
FIRE HYDRANT ASSEMBLY	EA	26	$7,500.00	$195,000.00
GATE VALVE (SIZE VARIES)	EA	31	$2,200.00	$68,200.00
TESTING (EXCLUDING GEOTECH.)	LF	12769	$3.00	$38,305.62
TRENCH SAFETY	LF	12769	$0.10	$1,276.85
			SUB-TOTAL	**$2,523,818.07**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	5225	$90.00	$470,250.00
TESTING (EXCLUDING GEOTECH.)	LF	5225	$2.50	$13,062.50
TRENCH SAFETY	LF	5225	$2.00	$10,450.00
IRRIGATION POND	AC	20	$40,000.00	$800,000.00
WATER WELL (+/- 2,500 FT DEEP)	EA	1	$3,500,000.00	$3,500,000.00
			SUB-TOTAL	**$4,793,762.50**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
24" P.V.C. PIPE (0'-10' DEEP)	LF	9005	$190.00	$1,710,950.00
5' DIA. WW MANHOLE	EA	19	$17,500.00	$332,500.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	9005	$4.00	$36,020.00
TRENCH SAFETY	LF	9005	$2.00	$18,010.00
			SUB-TOTAL	**$2,099,490.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	5225	$172.00	$898,700.00
8'x5' BOX CULVERT	LF	120	$840.00	$100,800.00
8'X5' HEADWALL	EA	1	$13,175.00	$13,175.00
TESTING & TV INSPECTION	LF	5225	$1.50	$7,837.50
TRENCH SAFETY	LF	5225	$1.00	$5,225.00
			SUB-TOTAL	**$1,025,737.50**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	9	$6,000.00	$54,000.00
			SUB-TOTAL	**$54,000.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	42958	$59.50	$2,556,001.00
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	51665	$3.15	$162,744.75
LIME (36#/SY)	TON	930	$335.00	$311,539.95
15.5 MULTI-PURPOSE TRAIL (6" THICKNESS)	SF	161962	$9.90	$1,603,423.80
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
INTERSECTION IMPROVEMENT	LS	1	$350,000.00	$350,000.00
FIRELANE ACCESS	LF	1510	$225.00	$339,750.00
CONNECT TO EXISTING CONCRETE PVMT	LF	87	$25.00	$2,175.00
STRIPING - 4" STRIPE	LF	5225	$2.75	$14,368.75
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	9	$1,500.00	$13,500.00
MEDIAN OPENING	LS	2	$76,300.00	$152,600.00
TURN LANE/DECEL LANE	LS	8	$17,720.00	$138,590.76
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$5,695,694.01**

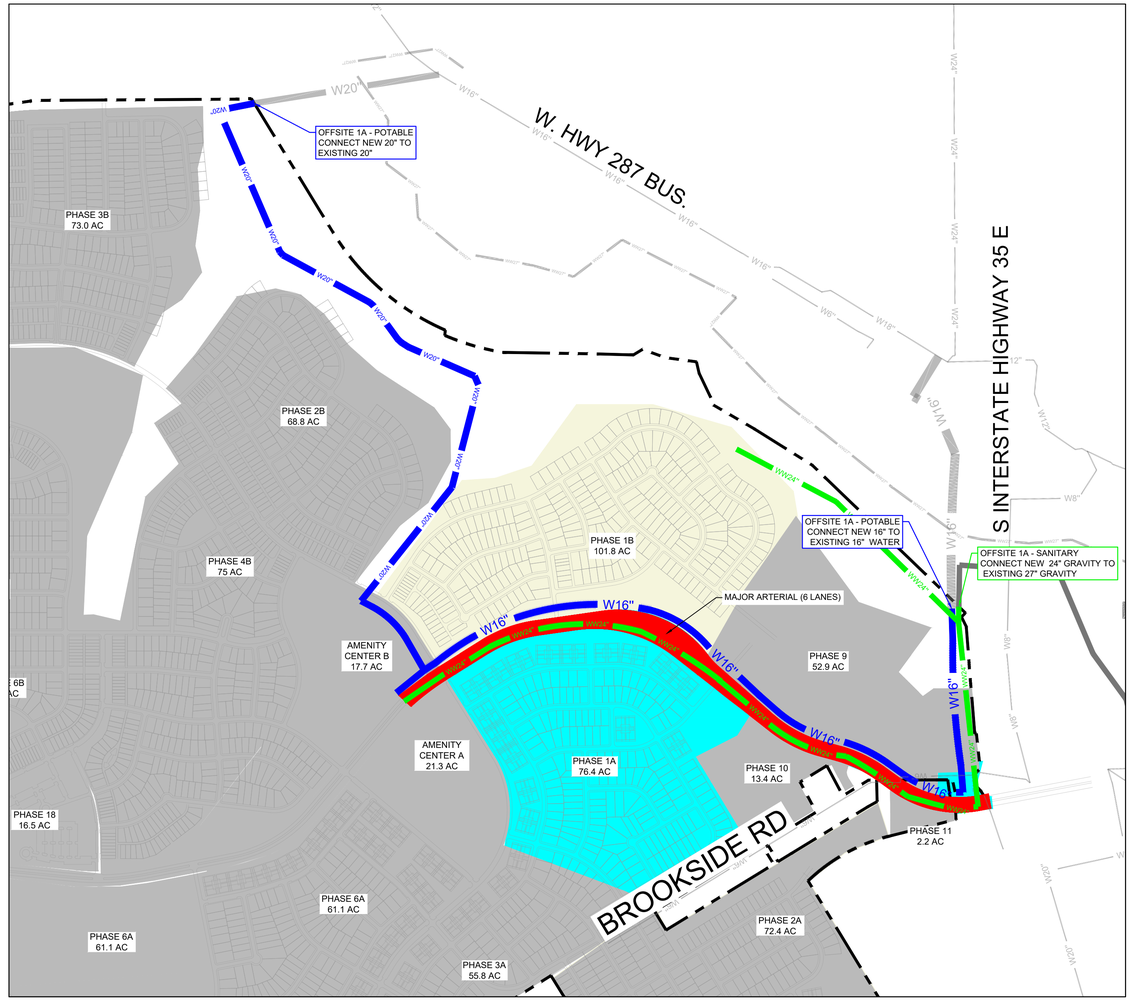
Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONSTRUCTION ENTRANCE	EA	1	$3,000.00	$3,000.00
INLET PROTECTION	EA	14	$200.00	$2,878.00
SILT FENCE	LF	10689	$7.15	$76,426.35
CLEARING AND GRUBBING	AC	14.39	$1,250.00	$17,987.50
STREET AND RIGHT-OF-WAY EXCAVATION	CY	46500	$3.00	$139,500.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	51665	$1.25	$64,581.25
			SUB-TOTAL	**$304,373.10**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$11,703,112.68
CONTINGENCY - MMD	20%	$2,340,622.54
SUB-TOTAL - MMD		**$14,043,735.22**
SUM OF CONSTRUCTION COSTS - PRIVATE		$4,793,762.50
CONTINGENCY - PRIVATE	20%	$958,752.50
SUB-TOTAL - PRIVATE		**$5,752,515.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$16,496,875.18
CONTINGENCY - TOTAL	20%	$3,299,375.04
SUB-TOTAL - TOTAL		**$19,796,250.22**
ENGINEER & SURVEY FEES - MMD	15%	$2,106,560.28
ENGINEER & SURVEY FEES - PRIVATE	15%	$862,877.25
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$4,447,182.82**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,821,629.75**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$6,268,812.57**
TOTAL CONSTRUCTION COST		**$22,765,687.75**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4 OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 2

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CONSTRUCTION COST ESTIMATE - MI OFFSITE PHASE 1

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
16" P.V.C. WATER LINE	LF	2140	$140.00	$299,600.00
20" P.V.C. WATER LINE	LF	1481	$220.00	$325,905.80
16" WATER LINE BY BORE (Railroad crossing)	LF	100	$450.00	$45,000.00
20" WATER LINE BY BORE (Railroad crossing)	LF	100	$575.00	$57,500.00
FIRE HYDRANT ASSEMBLY	EA	8	$6,900.00	$55,200.00
EASEMENT ACQUISITION	SF	49850	$2.00	$99,700.00
TESTING (EXCLUDING GEOTECH.)	LF	3621	$2.50	$9,053.48
TRENCH SAFETY	LF	3621	$2.00	$7,242.78
			SUB-TOTAL	**$899,202.06**

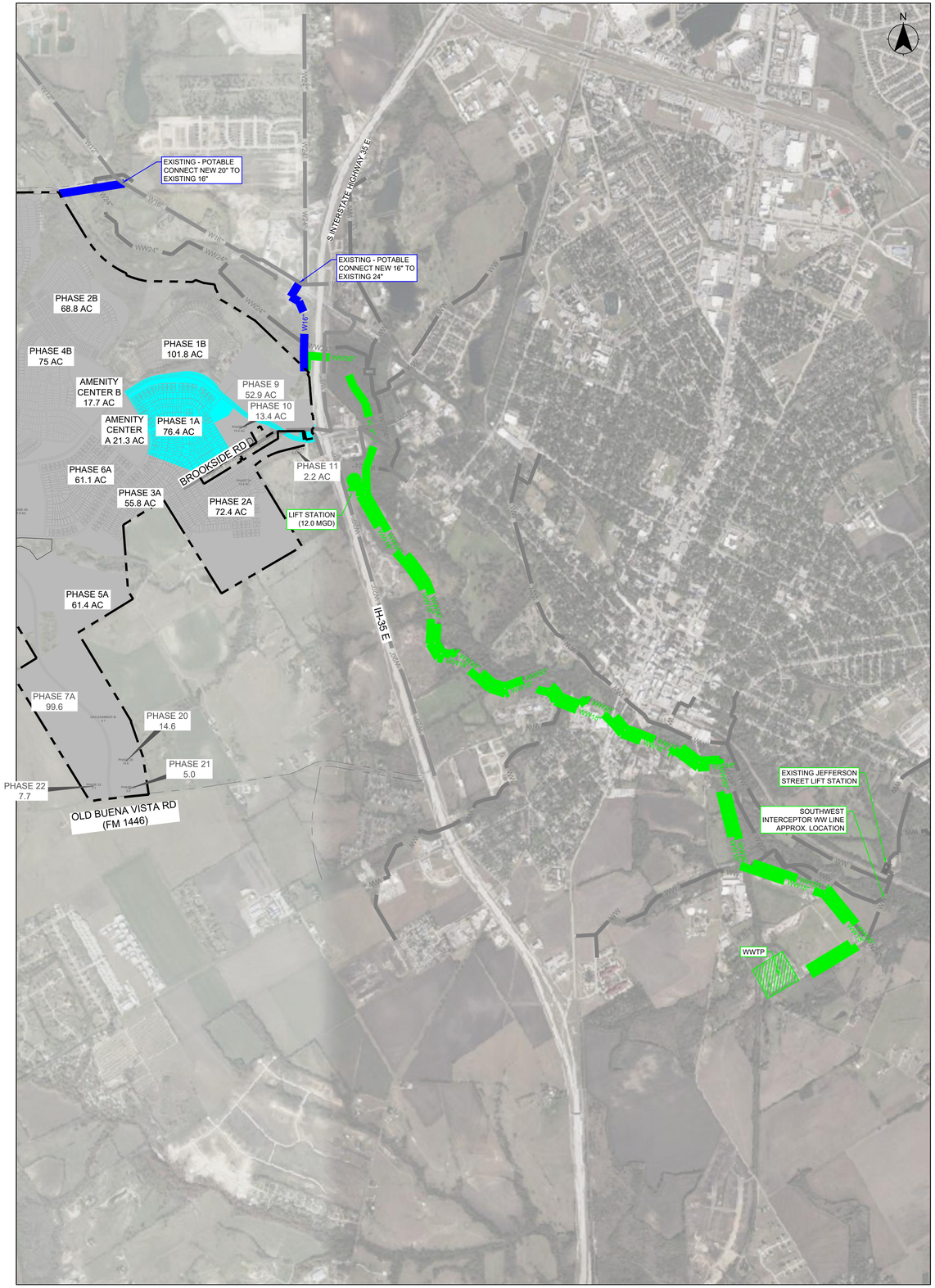
Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
36" WASTEWATER LINE	LF	4113	$520.17	$2,139,445.50
6' DIAMETER MANHOLE BOLTED/SEALED	EA	8	$31,238.33	$249,906.67
6' DIAMETER MANHOLE BOLTED/SEALED/VENTED	EA	4	$39,826.67	$159,306.67
48" STEEL ENCASEMENT BY BORE	LF	410	$1,933.33	$792,666.67
TESTING (EXCLUDING GEOTECH.)	LF	4113	$5.17	$21,250.50
TRENCH SAFETY	LF	4113	$117.83	$484,648.50
SILT FENCE	LF	8226	$3.58	$29,476.50
CLEARING AND GRUBBING	AC	2.83	$22,008.33	$62,283.58
REVEGETATION/SEEDING	AC	2.83	$3,350.00	$9,480.50
TRAFFIC CONTROL	LS	1	$28,416.67	$28,416.67
UTILITY SPOILS	CY	3750	$18.83	$70,625.00
30" PVC FORCE MAIN (AWWA C900-16 DR25)	LF	18800	$364.33	$6,849,466.67
18" PVC FORCE MAIN (AWWA C900-16 DR25)	LF	18800	$250.00	$4,700,000.00
LIFT STATION (12.0 MGD)	LS	1	$5,708,333.33	$5,708,333.33
36" STEEL ENCASEMENT BY BORE	EA	1315	$1,030.00	$1,354,450.00
TESTING (EXCLUDING GEOTECH.)	LF	18800	$4.67	$87,733.33
TRENCH SAFETY	LF	18800	$6.50	$122,200.00
SILT FENCE	LF	37600	$3.50	$131,600.00
REMOVE AND REPLACE SIDEWALK PAVEMENT	SF	900	$18.33	$16,500.00
PLUG VALVES	EA	10	$36,263.33	$362,633.33
AIR RELEASE VALVES	EA	11	$22,266.67	$244,933.33
CLEARING AND GRUBBING	AC	12.95	$21,333.33	$276,266.67
REVEGETATION/SEEDING	AC	12.95	$3,350.00	$43,382.50
UTILITY SPOILS	CY	10096	$19.33	$195,189.33
BYPASS PUMPING	LS	1	$249,666.67	$249,666.67
TRAFFIC CONTROL	LS	1	$51,666.67	$51,666.67
CONNECT TO WWTP	LS	1	$18,841.67	$18,841.67
			SUB-TOTAL	**$24,460,370.25**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$25,359,572.31
CONTINGENCY - MMD	20%	$5,071,914.46
SUB-TOTAL - MMD		**$30,431,486.77**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$25,359,572.31
CONTINGENCY - TOTAL	20%	$5,071,914.46
SUB-TOTAL - TOTAL		**$30,431,486.77**
ENGINEER & SURVEY FEES - MMD	15%	$4,564,723.01
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$9,636,637.48**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$9,636,637.48**
TOTAL CONSTRUCTION COST		**$34,996,209.78**



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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

PHASE 1 OFFSITE

OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/14
SHEET: 3

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CONSTRUCTION COST ESTIMATE - MI OFFSITE E. BROOKSIDE

Roadway and Paving Cost (MMD) (Interim) Project 1

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	6076	$59.50	$361,502.98
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	6832	$3.15	$21,520.19
LIME (36#/SY)	TON	123.0	$335.00	$41,195.78
8' SIDEWALK (4" THICKNESS)	SF	2183	$7.75	$16,920.58
CONNECT TO PROP CONCRETE PVMT	LF	174	$25.00	$4,350.00
RE-STRIPING - 4" STRIPE	LF	3822	$2.75	$10,511.38
STRIPING - 4" STRIPE	LF	7822	$2.75	$21,511.11
STREET SIGN	EA	8	$1,500.00	$12,000.00
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$509,512.01**

Earthwork and E&S Cost (MMD) (Interim) Project 1

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	4	$200.00	$800.00
SILT FENCE	LF	5144	$7.15	$36,779.60
CLEARING AND GRUBBING	AC	2.80	$1,250.00	$3,500.50
STREET AND RIGHT-OF-WAY MASS GRADING	CY	9100	$3.00	$27,300.00
ROADWAY MOISTURE CONDITIONING (2' DEE	SY	6832	$1.25	$8,539.76
REMOVE EXISTING ASPHALT	SY	5893	$25.00	$147,332.25
			SUB-TOTAL	**$224,252.11**

Dry Utility Cost (MMD) (Ultimate) Project 2

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (SINGLE COBRA HEAD)	EA	3	$6,000.00	$18,000.00
TRAFFIC SIGNAL	LS	2	$600,000.00	$1,200,000.00
			SUB-TOTAL	**$1,218,000.00**

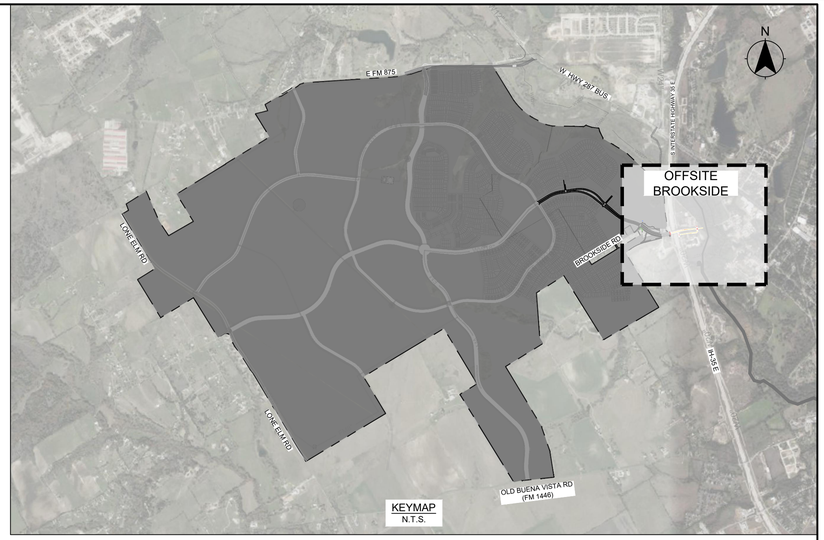
Roadway and Paving Cost (MMD) (Ultimate) Project 2

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	11927	$59.50	$709,659.17
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	12668	$3.15	$39,905.13
LIME (36#/SY)	TON	228.0	$335.00	$76,389.82
BRIDGE IMPROVEMENTS	SF	4224	$200.00	$844,800.00
8' SIDEWALK (4" THICKNESS)(BROOKSIDE RD)	SF	1584	$7.75	$12,278.33
8' SIDEWALK (4" THICKNESS)(I35)	SF	3118.0	$7.75	$24,164.50
CONNECT TO PROP CONCRETE PVMT	LF	194	$25.00	$4,850.00
STRIPING - 4" STRIPE	LF	10132	$2.75	$27,864.27
STREET SIGN	EA	4	$1,500.00	$6,000.00
TRAFFIC HANDLING	LS	1	$40,000.00	$40,000.00
			SUB-TOTAL	**$1,785,911.21**

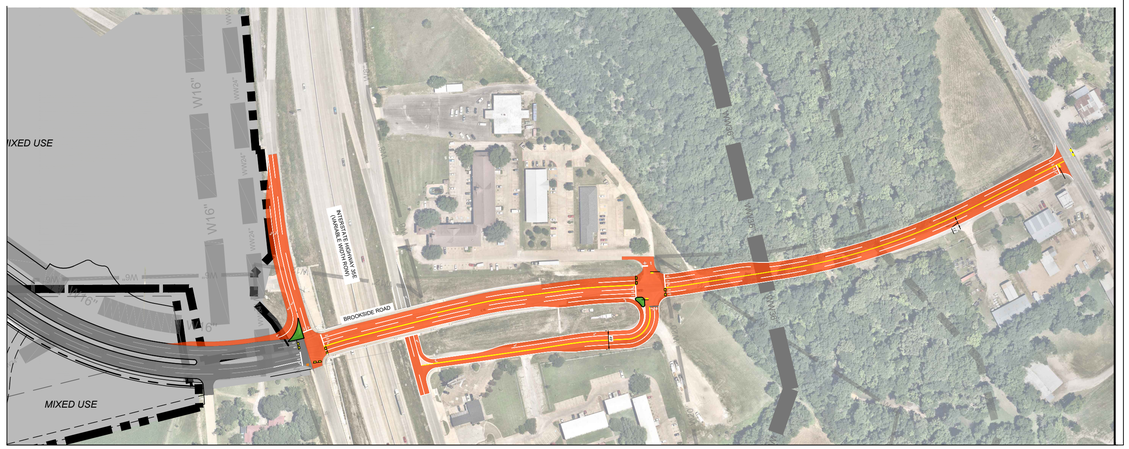
Earthwork and E&S Cost (MMD) (Ultimate) Project 2

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
SILT FENCE	LF	3663.6	$7.15	$26,194.74
CLEARING AND GRUBBING	AC	4.18	$1,250.00	$5,225.00
STREET AND RIGHT-OF-WAY MASS GRADING	CY	13500	$3.00	$40,500.00
ROADWAY MOISTURE CONDITIONING (2' DEE	SY	12668	$1.25	$15,835.37
REMOVE EXISTING ASPHALT	SY	5832	$25.00	$145,792.50
			SUB-TOTAL	**$87,755.11**

SUMMARY				
SUM OF CONSTRUCTION COSTS - MMD				$3,825,430.44
CONTINGENCY - MMD			20%	$765,086.09
SUB-TOTAL - MMD				**$4,590,516.53**
SUM OF CONSTRUCTION COSTS - PRIVATE				$0.00
CONTINGENCY - PRIVATE			20%	$0.00
SUB-TOTAL - PRIVATE				**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL				$3,825,430.44
CONTINGENCY - TOTAL			20%	$765,086.09
SUB-TOTAL - TOTAL				**$4,590,516.53**
ENGINEER & SURVEY FEES - MMD			15%	$688,577.48
ENGINEER & SURVEY FEES - PRIVATE			15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD				**$1,453,663.57**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE				**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL				**$1,453,663.57**
TOTAL CONSTRUCTION COST				**$5,279,094.01**







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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4

OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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PROJECT NUMBER:
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DATE:
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CONSTRUCTION COST ESTIMATE - AMENITY CENTER A

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$21,200.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	0	$12,000.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$26,000.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$34,800.00	$0.00
DETENTION CONTROL STRUCTURE	EA	0	$20,000.00	$0.00
DETENTION POND	AC	0	$40,000.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,250.00	$0.00
STREET LIGHT	AC	0	$3,000.00	$0.00
ELECTRICAL SERVICE	AC	0	$6,750.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$43,750.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
PERIMETER/LARGE RET. WALL	AC	0	$7,500.00	$0.00
INTERNAL/SMALL RET. WALL	AC	0	$2,500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	1.5%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	1.5%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**

CONSTRUCTION COST ESTIMATE - AMENITY CENTER B

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$21,200.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	0	$12,000.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$26,000.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$34,800.00	$0.00
DETENTION CONTROL STRUCTURE	EA	0	$20,000.00	$0.00
DETENTION POND	AC	0	$40,000.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,250.00	$0.00
STREET LIGHT	AC	0	$3,000.00	$0.00
ELECTRICAL SERVICE	AC	0	$6,750.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$43,750.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

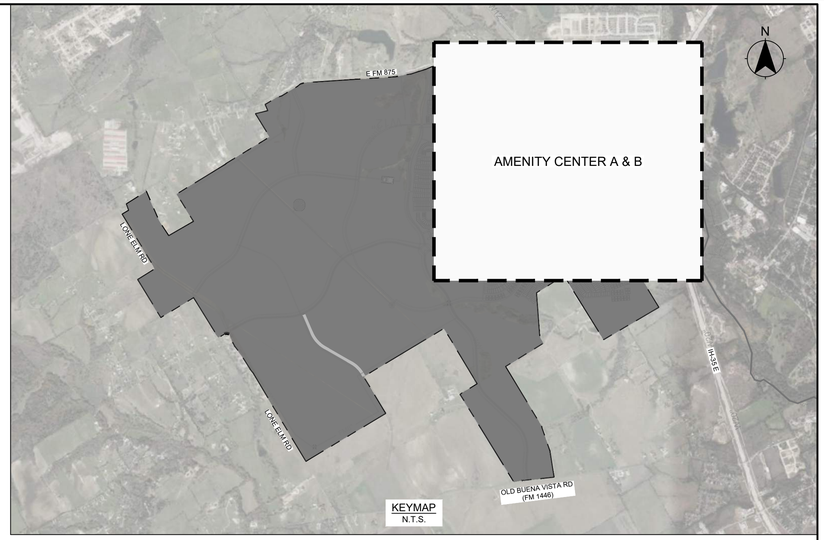
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
PERIMETER/LARGE RET. WALL	AC	0	$7,500.00	$0.00
INTERNAL/SMALL RET. WALL	AC	0	$2,500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	1.5%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	1.5%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4 OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 5

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CONSTRUCTION COST ESTIMATE - ACTIVE ADULT
PHASE 2A

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	72.4	$21,200.00	$1,534,880.00
			SUB-TOTAL	**$1,534,880.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	72.4	$12,000.00	$868,800.00
			SUB-TOTAL	**$868,800.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	72.4	$26,000.00	$1,882,400.00
			SUB-TOTAL	**$1,882,400.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	72.4	$34,800.00	$2,519,520.00
DETENTION CONTROL STRUCTURE	EA	2	$20,000.00	$40,000.00
DETENTION POND	AC	9.2	$40,000.00	$368,000.00
			SUB-TOTAL	**$2,927,520.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	72.4	$2,250.00	$162,900.00
STREET LIGHT	AC	72.4	$3,000.00	$217,200.00
ELECTRICAL SERVICE	AC	72.4	$6,750.00	$488,700.00
			SUB-TOTAL	**$868,800.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	72.4	$43,750.00	$3,167,500.00
COTTAGE COST	AC	72.4	$31,750.00	$2,298,700.00
			SUB-TOTAL	**$5,466,200.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	72.4	$30,000.00	$2,172,000.00
EROSION CONTOL	AC	72.4	$450.00	$32,580.00
PERIMETER/LARGE RET. WALL	AC	72.4	$15,000.00	$1,086,000.00
INTERNAL/SMALL RET. WALL	AC	72.4	$2,500.00	$181,000.00
CLEARING AND GRUBBING	AC	72.4	$1,250.00	$90,500.00
			SUB-TOTAL	**$3,562,080.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$12,679,800.00
CONTINGENCY - MMD	20%	$2,535,960.00
SUB-TOTAL - MMD		**$15,215,760.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$4,430,880.00
CONTINGENCY - PRIVATE	20%	$886,176.00
SUB-TOTAL - PRIVATE		**$5,317,056.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$17,110,680.00
CONTINGENCY - TOTAL	20%	$3,422,136.00
SUB-TOTAL - TOTAL		**$20,532,816.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,282,364.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$797,558.40
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$4,818,324.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,683,734.40**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$6,502,058.40**
TOTAL CONSTRUCTION COST		**$23,612,738.40**

CONSTRUCTION COST ESTIMATE - TRADITIONAL
PHASE 2B

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	68.8	$24,100.00	$1,658,080.00
			SUB-TOTAL	**$1,658,080.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	68.8	$23,400.00	$1,609,920.00
			SUB-TOTAL	**$1,609,920.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	68.8	$31,400.00	$2,160,320.00
			SUB-TOTAL	**$2,160,320.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	68.8	$2,500.00	$172,000.00
STREET LIGHT	AC	68.8	$3,300.00	$227,040.00
ELECTRICAL SERVICE	AC	68.8	$7,500.00	$516,000.00
			SUB-TOTAL	**$915,040.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	68.8	$46,200.00	$3,178,560.00
			SUB-TOTAL	**$3,178,560.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

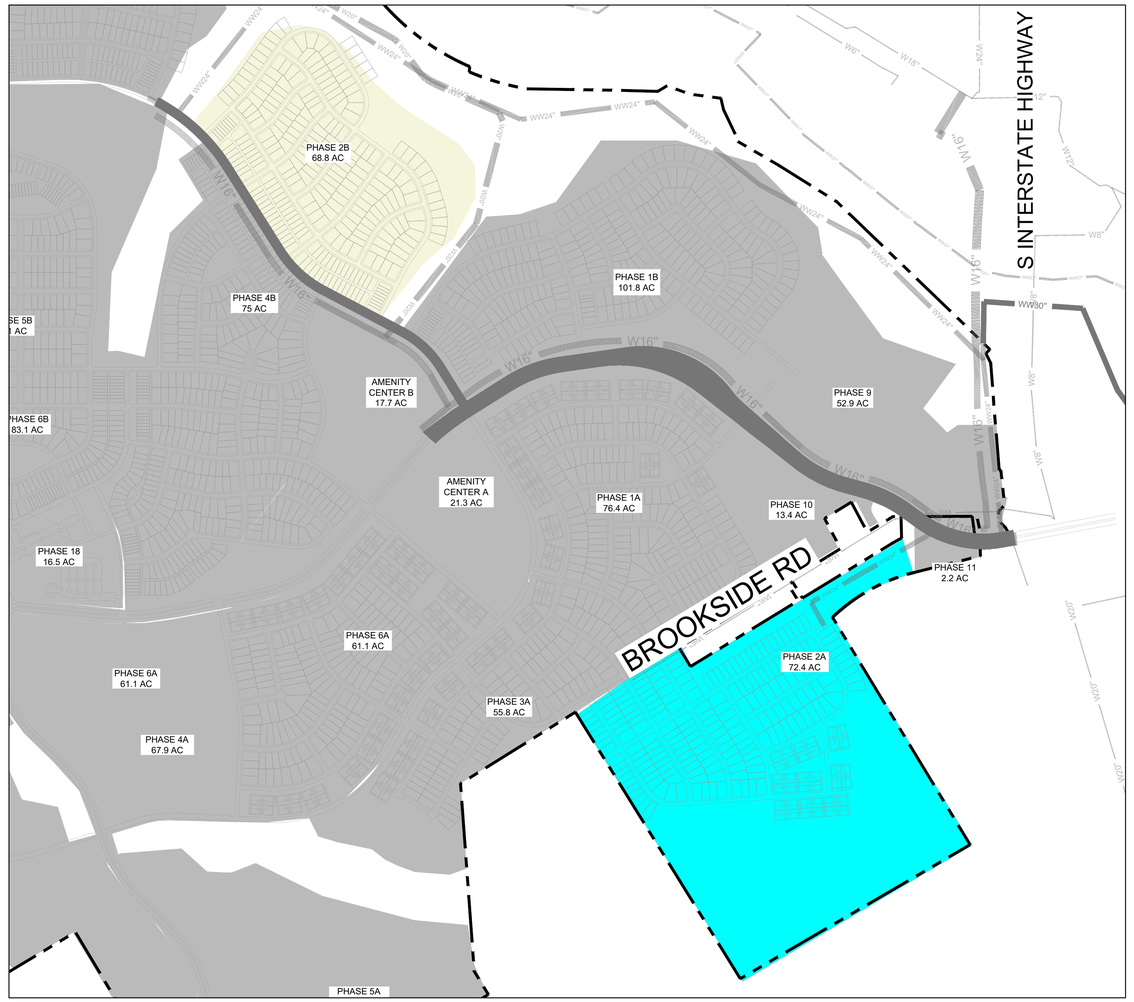
Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	68.8	$30,000.00	$2,064,000.00
EROSION CONTOL	AC	68.8	$500.00	$34,400.00
PERIMETER/LARGE RET. WALL	AC	68.8	$50,000.00	$3,440,000.00
INTERNAL/SMALL RET. WALL	AC	68.8	$2,500.00	$172,000.00
CLEARING AND GRUBBING	AC	68.8	$1,250.00	$86,000.00
			SUB-TOTAL	**$5,796,400.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$9,521,920.00
CONTINGENCY - MMD	20%	$1,904,384.00
SUB-TOTAL - MMD		**$11,426,304.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$5,796,400.00
CONTINGENCY - PRIVATE	20%	$1,159,280.00
SUB-TOTAL - PRIVATE		**$6,955,680.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$15,318,320.00
CONTINGENCY - TOTAL	20%	$3,063,664.00
SUB-TOTAL - TOTAL		**$18,381,984.00**
ENGINEER & SURVEY FEES - MMD	15%	$1,713,945.60
ENGINEER & SURVEY FEES - PRIVATE	15%	$1,043,352.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$3,618,329.60**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$2,202,632.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$5,820,961.60**
TOTAL CONSTRUCTION COST		**$21,139,281.60**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 6

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 2

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
16" P.V.C. WATER LINE	LF	2593	$140.00	$363,020.00
FIRE HYDRANT ASSEMBLY	EA	6	$7,500.00	$45,000.00
GATE VALVE (SIZE VARIES)	EA	11	$2,200.00	$24,200.00
TESTING (EXCLUDING GEOTECH.)	LF	2593	$3.00	$7,779.00
TRENCH SAFETY	LF	2593	$0.10	$259.30
			SUB-TOTAL	**$440,258.30**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	3518	$90.00	$316,620.00
TESTING (EXCLUDING GEOTECH.)	LF	3518	$2.50	$8,795.00
TRENCH SAFETY	LF	3518	$2.00	$7,036.00
			SUB-TOTAL	**$332,451.00**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
24" P.V.C. PIPE (0'-10' DEEP)	LF	7261	$190.00	$1,379,590.00
5' DIA. WW MANHOLE	EA	15	$17,500.00	$262,500.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	7261	$4.00	$29,044.00
TRENCH SAFETY	LF	7261	$2.00	$14,522.00
			SUB-TOTAL	**$1,687,666.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	3518	$172.00	$605,096.00
			SUB-TOTAL	**$605,096.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	6	$6,000.00	$36,000.00
			SUB-TOTAL	**$36,000.00**

Roadway and Paving Cost (MMD)

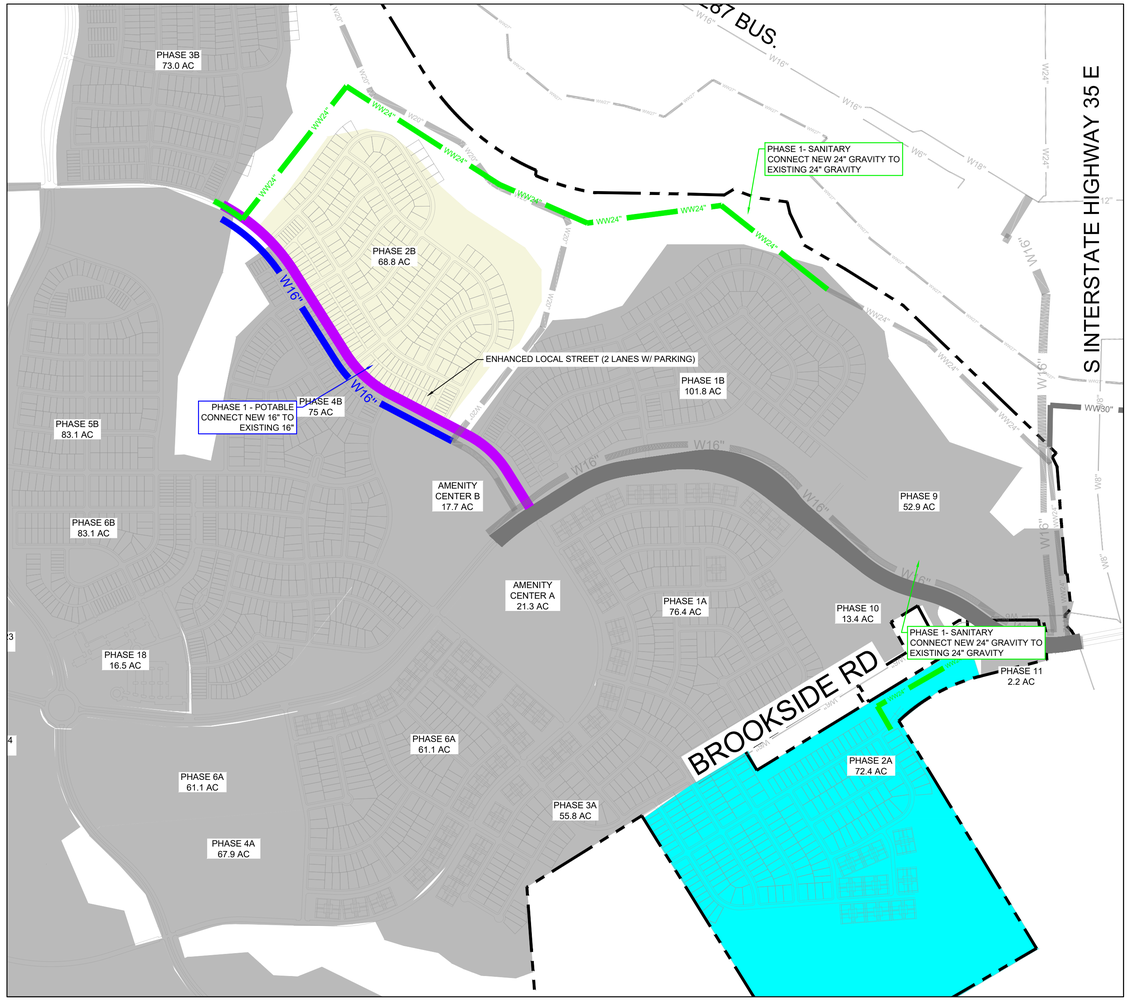
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	16026	$59.50	$953,547.00
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	16808	$3.15	$52,945.20
LIME (36#/SY)	TON	303	$335.00	$101,352.24
6' SIDEWALK (4" THICKNESS)	SF	42216	$7.75	$327,174.00
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
CONNECT TO PROP CONCRETE PVMT	LF	41	$25.00	$1,025.00
STRIPING - 4" STRIPE	LF	3518	$2.75	$9,674.50
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	6	$1,500.00	$9,000.00
MEDIAN OPENING	LS	2	$76,300.00	$152,600.00
TURN LANE/DECEL LANE	LS	5	$17,720.00	$81,382.45
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$1,739,700.39**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	5.81	$200.00	$1,162.00
SILT FENCE	LF	7180	$7.15	$51,337.00
CLEARING AND GRUBBING	AC	5.81	$1,250.00	$7,262.50
STREET AND RIGHT-OF-WAY EXCAVATION	CY	18800	$3.00	$56,400.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	16808	$1.25	$21,010.00
			SUB-TOTAL	**$137,171.50**

SUB-TOTAL - MMD		**$5,575,070.63**
SUM OF CONSTRUCTION COSTS - PRIVATE		$332,451.00
CONTINGENCY - PRIVATE	20%	$66,490.20
SUB-TOTAL - PRIVATE		**$398,941.20**
SUM OF CONSTRUCTION COSTS - TOTAL		$4,978,343.19
CONTINGENCY - TOTAL	20%	$995,668.64
SUB-TOTAL - TOTAL		**$5,974,011.83**
ENGINEER & SURVEY FEES - MMD	15%	$836,260.59
ENGINEER & SURVEY FEES - PRIVATE	15%	$59,841.18
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$1,765,439.03**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$126,331.38**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$1,891,770.41**
TOTAL CONSTRUCTION COST		**$6,870,113.61**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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PROJECT NUMBER:
010232001

DRAWN BY:
CK

DATE:
2025/11/01

SHEET:
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CONSTRUCTION COST ESTIMATE - ACTIVE ADULT
PHASE 3A

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	55.8	$21,200.00	$1,182,960.00
			SUB-TOTAL	**$1,182,960.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	55.8	$12,000.00	$669,600.00
			SUB-TOTAL	**$669,600.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	55.8	$26,000.00	$1,450,800.00
			SUB-TOTAL	**$1,450,800.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	55.8	$34,800.00	$1,941,840.00
DETENTION CONTROL STRUCTURE	EA	1	$20,000.00	$20,000.00
DETENTION POND	AC	9.27	$40,000.00	$370,800.00
			SUB-TOTAL	**$2,332,640.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	55.8	$2,250.00	$125,550.00
STREET LIGHT	AC	55.8	$3,000.00	$167,400.00
ELECTRICAL SERVICE	AC	55.8	$6,750.00	$376,650.00
			SUB-TOTAL	**$669,600.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	55.8	$43,750.00	$2,441,250.00
COTTAGE COST	AC	55.8	$31,750.00	$1,771,650.00
			SUB-TOTAL	**$4,212,900.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	55.8	$30,000.00	$1,674,000.00
EROSION CONTOL	AC	55.8	$450.00	$25,110.00
PERIMETER/LARGE RET. WALL	AC	55.8	$7,500.00	$418,500.00
INTERNAL/SMALL RET. WALL	AC	55.8	$2,500.00	$139,500.00
CLEARING AND GRUBBING	AC	55.8	$1,250.00	$69,750.00
			SUB-TOTAL	**$2,326,860.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$9,848,900.00
CONTINGENCY - MMD	20%	$1,969,780.00
SUB-TOTAL - MMD		**$11,818,680.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$2,996,460.00
CONTINGENCY - PRIVATE	20%	$599,292.00
SUB-TOTAL - PRIVATE		**$3,595,752.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$12,845,360.00
CONTINGENCY - TOTAL	20%	$2,569,072.00
SUB-TOTAL - TOTAL		**$15,414,432.00**
ENGINEER & SURVEY FEES - MMD	15%	$1,772,802.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$539,362.80
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$3,742,582.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,138,654.80**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$4,881,236.80**
TOTAL CONSTRUCTION COST		**$17,726,596.80**

CONSTRUCTION COST ESTIMATE - TRADITIONAL
PHASE 3B

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	73	$24,100.00	$1,759,300.00
			SUB-TOTAL	**$1,759,300.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	73	$23,400.00	$1,708,200.00
			SUB-TOTAL	**$1,708,200.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	73	$31,400.00	$2,292,200.00
			SUB-TOTAL	**$2,292,200.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	73	$2,500.00	$182,500.00
STREET LIGHT	AC	73	$3,300.00	$240,900.00
ELECTRICAL SERVICE	AC	73	$7,500.00	$547,500.00
			SUB-TOTAL	**$970,900.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	73	$46,200.00	$3,372,600.00
			SUB-TOTAL	**$3,372,600.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	73	$30,000.00	$2,190,000.00
EROSION CONTOL	AC	73	$500.00	$36,500.00
PERIMETER/LARGE RET. WALL	AC	73	$50,000.00	$3,650,000.00
INTERNAL/SMALL RET. WALL	AC	73	$2,500.00	$182,500.00
CLEARING AND GRUBBING	AC	73	$1,250.00	$91,250.00
			SUB-TOTAL	**$6,150,250.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$10,103,200.00
CONTINGENCY - MMD	20%	$2,020,640.00
SUB-TOTAL - MMD		**$12,123,840.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$6,150,250.00
CONTINGENCY - PRIVATE	20%	$1,230,050.00
SUB-TOTAL - PRIVATE		**$7,380,300.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$16,253,450.00
CONTINGENCY - TOTAL	20%	$3,250,690.00
SUB-TOTAL - TOTAL		**$19,504,140.00**
ENGINEER & SURVEY FEES - MMD	15%	$1,818,576.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$1,107,045.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$3,839,216.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$2,337,095.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$6,176,311.00**
TOTAL CONSTRUCTION COST		**$22,429,761.00**



KEYMAP
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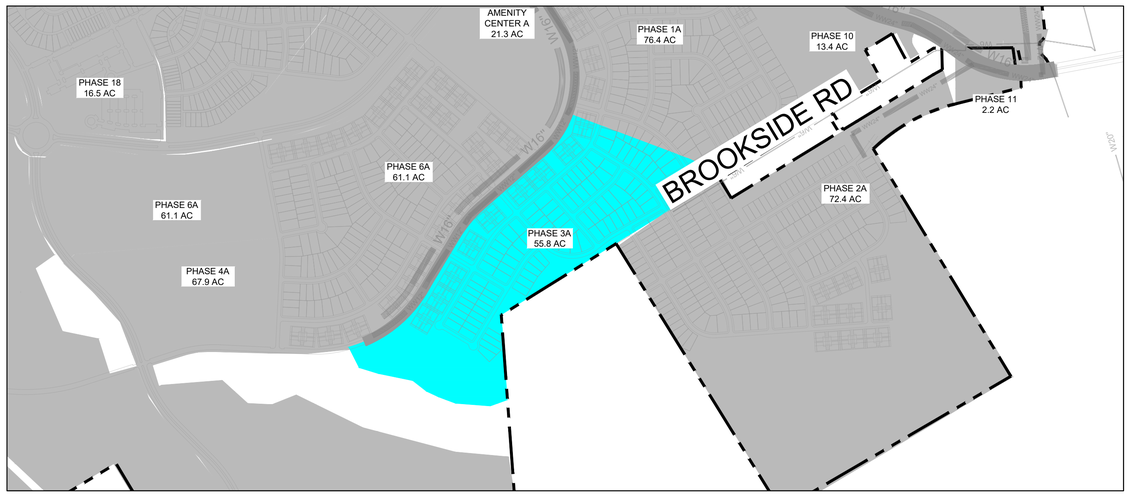

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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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1"=600'

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 8

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 3

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
16" P.V.C. WATER LINE	LF	3685	$140.00	$515,900.00
20" P.V.C. WATER LINE	LF	1493	$220.00	$328,460.00
FIRE HYDRANT ASSEMBLY	EA	11	$7,500.00	$82,500.00
GATE VALVE (SIZE VARIES)	EA	16	$2,200.00	$35,200.00
TESTING (EXCLUDING GEOTECH.)	LF	5178	$3.00	$15,534.00
TRENCH SAFETY	LF	5178	$0.10	$517.80
			SUB-TOTAL	**$978,111.80**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	3286	$90.00	$295,731.00
TESTING (EXCLUDING GEOTECH.)	LF	3286	$2.50	$8,214.75
TRENCH SAFETY	LF	3286	$2.00	$6,571.80
			SUB-TOTAL	**$310,517.55**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. PIPE (0'-10' DEEP)	LF	3886	$80.00	$310,880.00
24" P.V.C. PIPE (0'-10' DEEP)	LF	1303	$190.00	$1,710,950.00
30" P.V.C. PIPE (0'-10' DEEP)	LF	3443	$295.00	$1,015,685.00
5' DIA. WW MANHOLE	EA	11	$17,500.00	$192,500.00
6' DIA. WW MANHOLE	EA	7	$24,000.00	$168,000.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	8632	$4.00	$34,528.00
TRENCH SAFETY	LF	8632	$2.00	$17,264.00
			SUB-TOTAL	**$3,451,817.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	3285.9	$172.00	$565,174.80
			SUB-TOTAL	**$565,174.80**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	6	$6,000.00	$36,000.00
			SUB-TOTAL	**$36,000.00**

Roadway and Paving Cost (MMD)

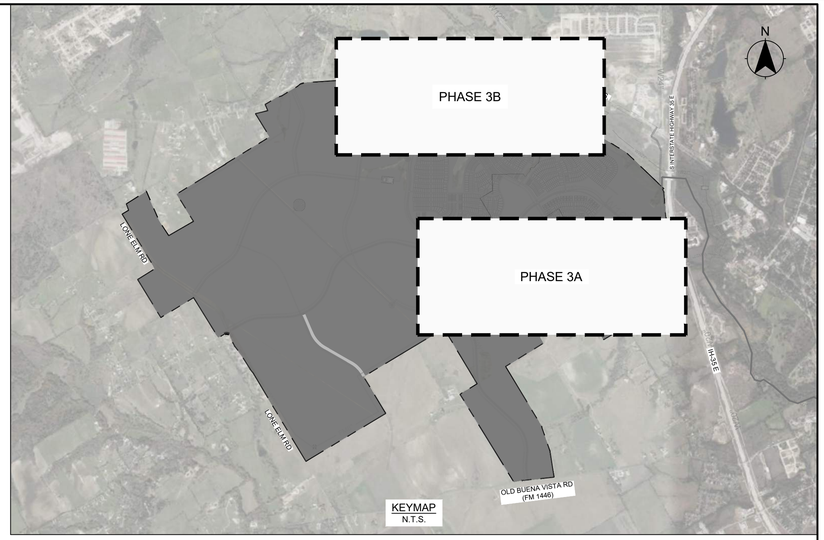
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	16915	$59.50	$1,006,442.50
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	20456	$3.15	$64,436.40
LIME (36#/SY)	TON	368.2	$335.00	$123,349.68
15.5 MULTI-PURPOSE TRAIL (6" THICKNESS)	SF	60330	$9.90	$597,267.00
6' SIDEWALK (4" THICKNESS)	SF	16077	$7.75	$124,596.75
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
INTERSECTION IMPROVEMENT	LS	1	$350,000.00	$350,000.00
CONNECT TO PROP CONCRETE PVMT	LF	104	$25.00	$2,600.00
STRIPING - 4" STRIPE	LF	3285.9	$2.75	$9,036.23
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	6	$1,500.00	$9,000.00
MEDIAN OPENING	LS	2	$76,300.00	$152,600.00
TURN LANE/DECEL LANE	LS	5	$17,720.00	$93,733.25
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$2,584,061.80**

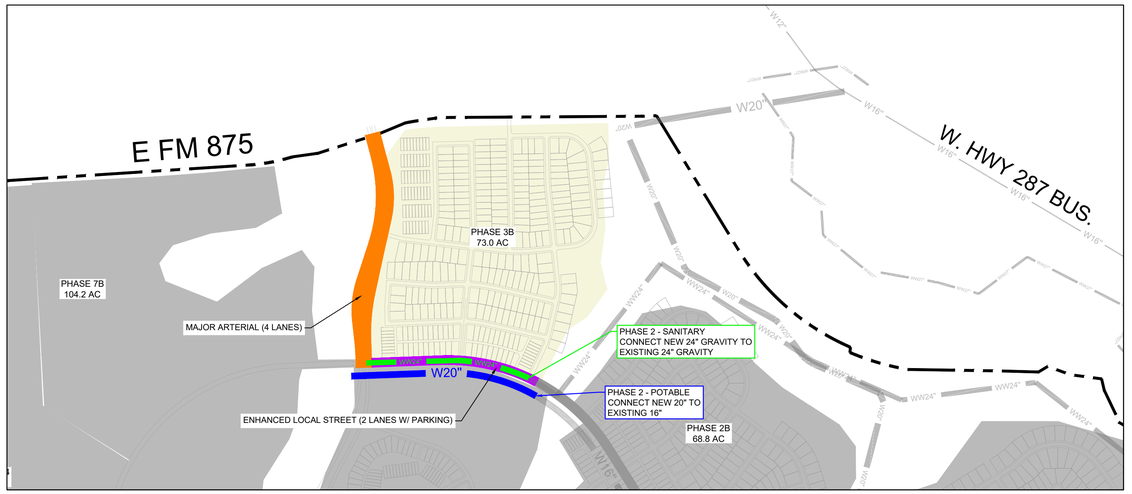
Earthwork and E&S Cost (MMD)

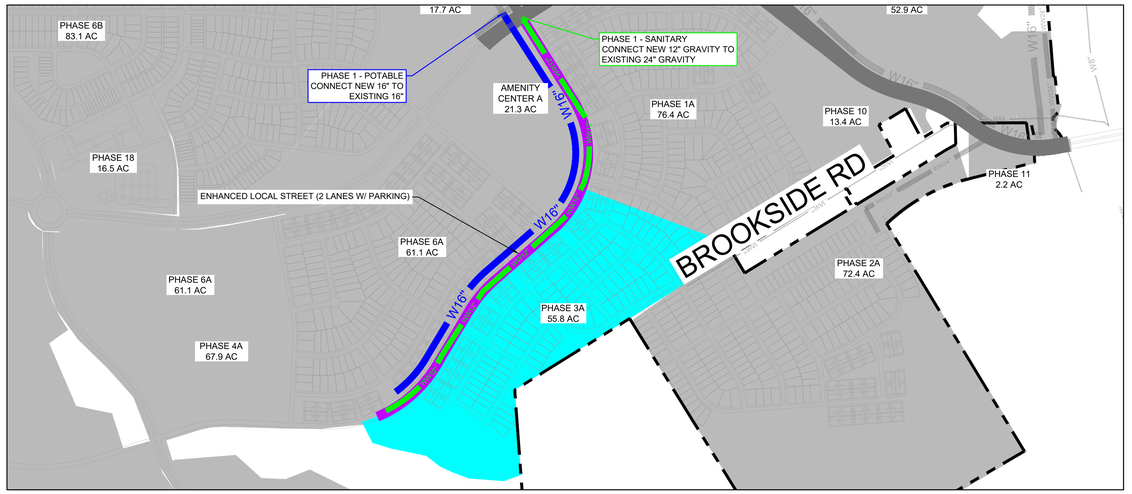
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	8	$200.00	$1,514.00
SILT FENCE	LF	6955.8	$7.15	$49,733.97
CLEARING AND GRUBBING	AC	7.57	$1,250.00	$9,462.50
STREET AND RIGHT-OF-WAY EXCAVATION	CY	24500	$3.00	$73,500.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	20456	$1.25	$25,570.00
			SUB-TOTAL	**$159,780.47**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$7,774,945.87
CONTINGENCY - MMD	20%	$1,554,989.17
SUB-TOTAL - MMD		**$9,329,935.05**
SUM OF CONSTRUCTION COSTS - PRIVATE		$310,517.55
CONTINGENCY - PRIVATE	20%	$62,103.51
SUB-TOTAL - PRIVATE		**$372,621.06**
SUM OF CONSTRUCTION COSTS - TOTAL		$8,085,463.42
CONTINGENCY - TOTAL	20%	$1,617,092.68
SUB-TOTAL - TOTAL		**$9,702,556.11**
ENGINEER & SURVEY FEES - MMD	15%	$1,399,490.26
ENGINEER & SURVEY FEES - PRIVATE	15%	$55,893.16
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$2,954,479.43**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$117,996.67**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$3,072,476.10**
TOTAL CONSTRUCTION COST		**$11,157,939.52**







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CONSTRUCTION COST ESTIMATE - ACTIVE ADULT
PHASE 4A

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	46.06	$21,200.00	$976,472.00
			SUB-TOTAL	**$976,472.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	46.06	$12,000.00	$552,720.00
			SUB-TOTAL	**$552,720.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	46.06	$26,000.00	$1,197,560.00
			SUB-TOTAL	**$1,197,560.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	46.06	$34,800.00	$1,602,888.00
			SUB-TOTAL	**$1,602,888.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	46.06	$2,250.00	$103,635.00
STREET LIGHT	AC	46.06	$3,000.00	$138,180.00
ELECTRICAL SERVICE	AC	46.06	$6,750.00	$310,905.00
			SUB-TOTAL	**$552,720.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	46.06	$43,750.00	$2,015,125.00
COTTAGE COST	AC	46.06	$31,750.00	$1,462,405.00
			SUB-TOTAL	**$3,477,530.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	46.06	$30,000.00	$1,381,800.00
EROSION CONTOL	AC	46.06	$450.00	$20,727.00
PERIMETER/LARGE RET. WALL	AC	46.06	$7,500.00	$345,450.00
INTERNAL/SMALL RET. WALL	AC	46.06	$2,500.00	$115,150.00
CLEARING AND GRUBBING	AC	46.06	$1,250.00	$57,575.00
			SUB-TOTAL	**$1,920,702.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$7,807,170.00
CONTINGENCY - MMD	20%	$1,561,434.00
SUB-TOTAL - MMD		**$9,368,604.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$2,473,422.00
CONTINGENCY - PRIVATE	20%	$494,684.40
SUB-TOTAL - PRIVATE		**$2,968,106.40**
SUM OF CONSTRUCTION COSTS - TOTAL		$10,280,592.00
CONTINGENCY - TOTAL	20%	$2,056,118.40
SUB-TOTAL - TOTAL		**$12,336,710.40**
ENGINEER & SURVEY FEES - MMD	15%	$1,405,290.60
ENGINEER & SURVEY FEES - PRIVATE	15%	$445,215.96
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$2,966,724.60**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$939,900.36**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$3,906,624.96**
TOTAL CONSTRUCTION COST		**$14,187,216.96**

CONSTRUCTION COST ESTIMATE - TRADITIONAL
PHASE 4B

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	63.2	$24,100.00	$1,523,120.00
			SUB-TOTAL	**$1,523,120.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	63.2	$23,400.00	$1,478,880.00
			SUB-TOTAL	**$1,478,880.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	63.2	$31,400.00	$1,984,480.00
			SUB-TOTAL	**$1,984,480.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	63.2	$2,500.00	$158,000.00
STREET LIGHT	AC	63.2	$3,300.00	$208,560.00
ELECTRICAL SERVICE	AC	63.2	$7,500.00	$474,000.00
			SUB-TOTAL	**$840,560.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	63.2	$46,200.00	$2,919,840.00
			SUB-TOTAL	**$2,919,840.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

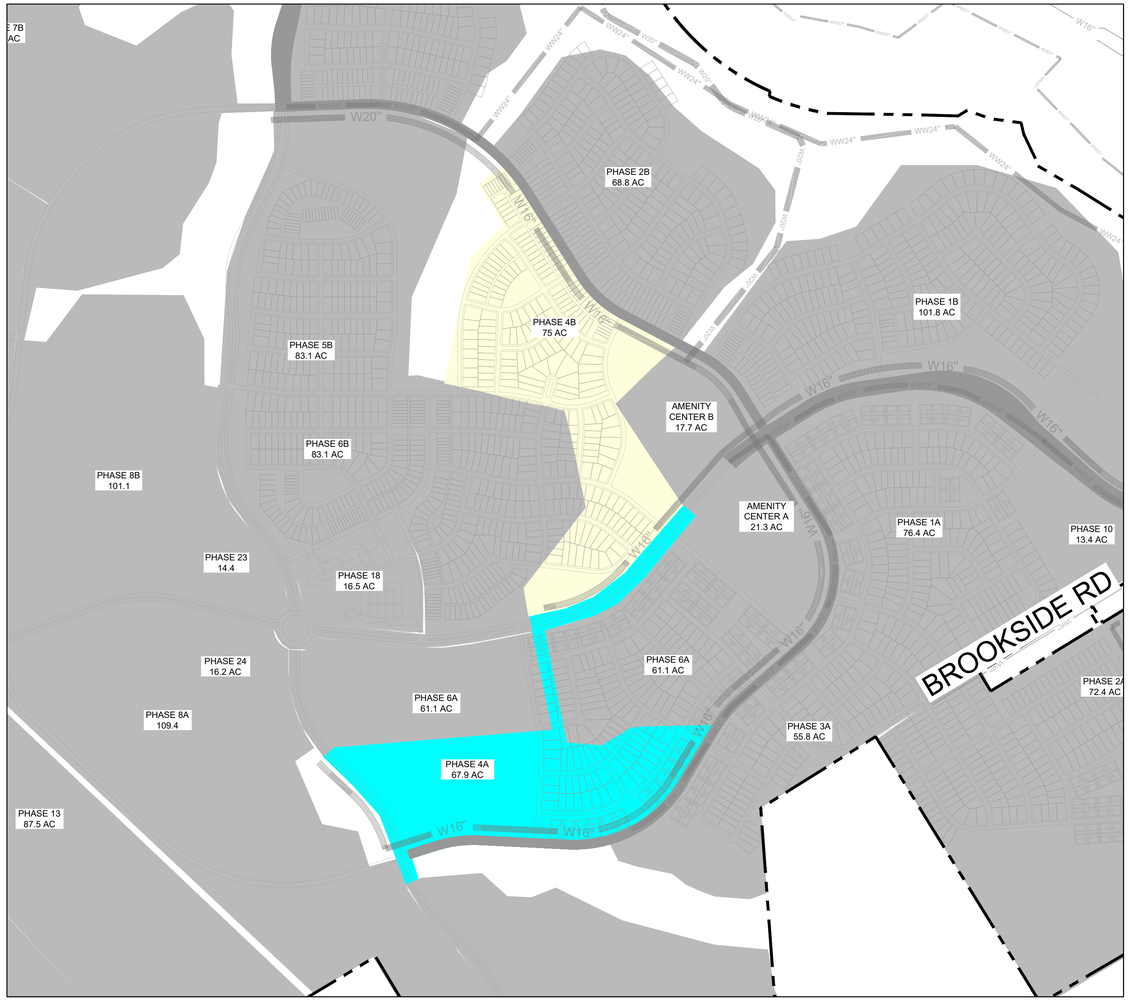
Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	63.2	$30,000.00	$1,896,000.00
EROSION CONTOL	AC	63.2	$500.00	$31,600.00
PERIMETER/LARGE RET. WALL	AC	63.2	$15,000.00	$948,000.00
INTERNAL/SMALL RET. WALL	AC	63.2	$2,500.00	$158,000.00
CLEARING AND GRUBBING	AC	63.2	$1,250.00	$79,000.00
			SUB-TOTAL	**$3,112,600.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$8,746,880.00
CONTINGENCY - MMD	20%	$1,749,376.00
SUB-TOTAL - MMD		**$10,496,256.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$3,112,600.00
CONTINGENCY - PRIVATE	20%	$622,520.00
SUB-TOTAL - PRIVATE		**$3,735,120.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$11,859,480.00
CONTINGENCY - TOTAL	20%	$2,371,896.00
SUB-TOTAL - TOTAL		**$14,231,376.00**
ENGINEER & SURVEY FEES - MMD	15%	$1,574,438.40
ENGINEER & SURVEY FEES - PRIVATE	15%	$560,268.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$3,323,814.40**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,182,788.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$4,506,602.40**
TOTAL CONSTRUCTION COST		**$16,366,082.40**





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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 4

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE	LF	880	$70.00	$61,600.00
16" P.V.C. WATER LINE	LF	7000	$140.00	$980,000.00
FIRE HYDRANT ASSEMBLY	EA	16	$7,500.00	$120,000.00
GATE VALVE (SIZE VARIES)	EA	21	$2,200.00	$46,200.00
TESTING (EXCLUDING GEOTECH.)	LF	7880	$3.00	$23,640.00
TRENCH SAFETY	LF	7880	$0.10	$788.00
			SUB-TOTAL	**$1,232,228.00**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	1731	$90.00	$155,785.50
TESTING (EXCLUDING GEOTECH.)	LF	1731	$2.50	$4,327.38
TRENCH SAFETY	LF	1731	$2.00	$3,461.90
			SUB-TOTAL	**$163,574.78**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	1730.95	$172.00	$297,723.40
			SUB-TOTAL	**$297,723.40**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	3	$6,000.00	$18,000.00
			SUB-TOTAL	**$18,000.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	7885	$59.50	$469,157.50
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	8270	$3.15	$26,050.50
LIME (36#/SY)	TON	149	$335.00	$49,868.10
6' SIDEWALK (4" THICKNESS)	SF	20771	$7.75	$160,975.25
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
CONNECT TO PROP CONCRETE PVMT	LF	41	$25.00	$1,025.00
STRIPING - 4" STRIPE	LF	1730.95	$2.75	$4,760.11
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	3	$1,500.00	$4,500.00
MEDIAN OPENING	LS	2	$76,300.00	$172,417.08
TURN LANE/DECEL LANE	LS	2	$17,720.00	$40,042.34
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$979,795.89**

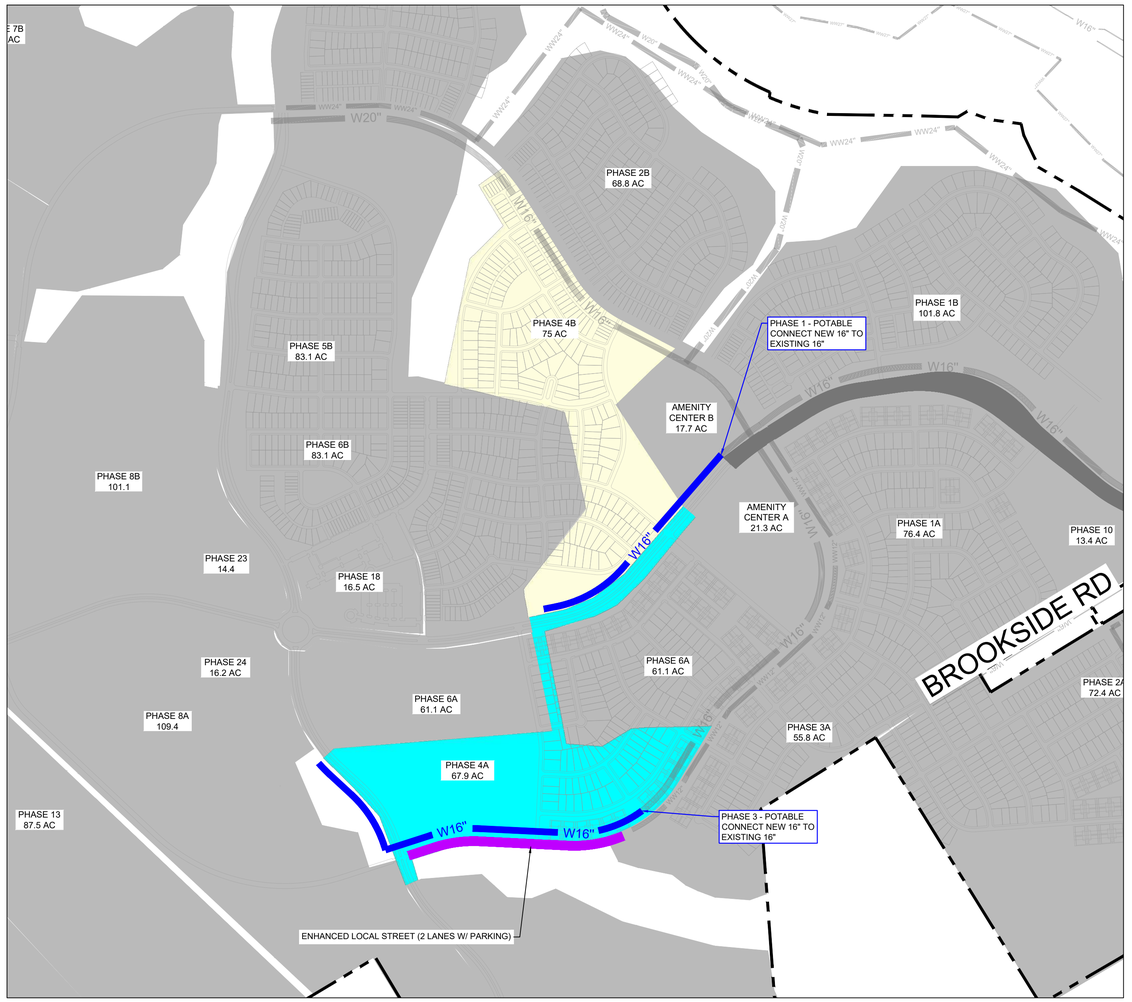
Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	3	$200.00	$572.00
SILT FENCE	LF	3606	$7.15	$25,782.19
CLEARING AND GRUBBING	AC	2.86	$1,250.00	$3,575.00
STREET AND RIGHT-OF-WAY EXCAVATION	CY	9300	$3.00	$27,900.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	8270	$1.25	$10,337.50
			SUB-TOTAL	**$68,166.69**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$2,595,913.97
CONTINGENCY - MMD	20%	$519,182.79
SUB-TOTAL - MMD		**$3,115,096.77**
SUM OF CONSTRUCTION COSTS - PRIVATE		$163,574.78
CONTINGENCY - PRIVATE	20%	$32,714.96
SUB-TOTAL - PRIVATE		**$196,289.73**
SUM OF CONSTRUCTION COSTS - TOTAL		$2,759,488.75
CONTINGENCY - TOTAL	20%	$551,897.75
SUB-TOTAL - TOTAL		**$3,311,386.50**
ENGINEER & SURVEY FEES - MMD	15%	$467,264.51
ENGINEER & SURVEY FEES - PRIVATE	15%	$29,443.46
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$986,447.31**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$62,158.41**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$1,048,605.72**
TOTAL CONSTRUCTION COST		**$3,808,094.47**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 11

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CONSTRUCTION COST ESTIMATE - ACTIVE ADULT
PHASE 5A

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	61.4	$21,200.00	$1,301,680.00
			SUB-TOTAL	**$1,301,680.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	61.4	$12,000.00	$736,800.00
			SUB-TOTAL	**$736,800.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	61.4	$26,000.00	$1,596,400.00
			SUB-TOTAL	**$1,596,400.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	61.4	$34,800.00	$2,136,720.00
DETENTION CONTROL STRUCTURE	EA	3	$20,000.00	$60,000.00
DETENTION POND	AC	20.71	$40,000.00	$828,400.00
			SUB-TOTAL	**$3,025,120.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	61.4	$2,250.00	$138,150.00
STREET LIGHT	AC	61.4	$3,000.00	$184,200.00
ELECTRICAL SERVICE	AC	61.4	$6,750.00	$414,450.00
			SUB-TOTAL	**$736,800.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	61.4	$43,750.00	$2,686,250.00
COTTAGE COST	AC	61.4	$31,750.00	$1,949,450.00
			SUB-TOTAL	**$4,635,700.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	61.4	$30,000.00	$1,842,000.00
EROSION CONTOL	AC	61.4	$450.00	$27,630.00
PERIMETER/LARGE RET. WALL	AC	61.4	$18,500.00	$1,135,900.00
INTERNAL/SMALL RET. WALL	AC	61.4	$2,500.00	$153,500.00
CLEARING AND GRUBBING	AC	61.4	$1,250.00	$76,750.00
			SUB-TOTAL	**$3,235,780.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$11,295,700.00
CONTINGENCY - MMD	20%	$2,259,140.00
SUB-TOTAL - MMD		**$13,554,840.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$3,972,580.00
CONTINGENCY - PRIVATE	20%	$794,516.00
SUB-TOTAL - PRIVATE		**$4,767,096.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$15,268,280.00
CONTINGENCY - TOTAL	20%	$3,053,656.00
SUB-TOTAL - TOTAL		**$18,321,936.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,033,226.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$715,064.40
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$4,292,366.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,509,580.40**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$5,801,946.40**
TOTAL CONSTRUCTION COST		**$21,070,226.40**

CONSTRUCTION COST ESTIMATE - TRADITIONAL
PHASE 5B

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	67.6	$24,100.00	$1,629,160.00
			SUB-TOTAL	**$1,629,160.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	67.6	$23,400.00	$1,581,840.00
			SUB-TOTAL	**$1,581,840.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	67.6	$31,400.00	$2,122,640.00
			SUB-TOTAL	**$2,122,640.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	67.6	$2,500.00	$169,000.00
STREET LIGHT	AC	67.6	$3,300.00	$223,080.00
ELECTRICAL SERVICE	AC	67.6	$7,500.00	$507,000.00
			SUB-TOTAL	**$899,080.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	67.6	$46,200.00	$3,123,120.00
			SUB-TOTAL	**$3,123,120.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

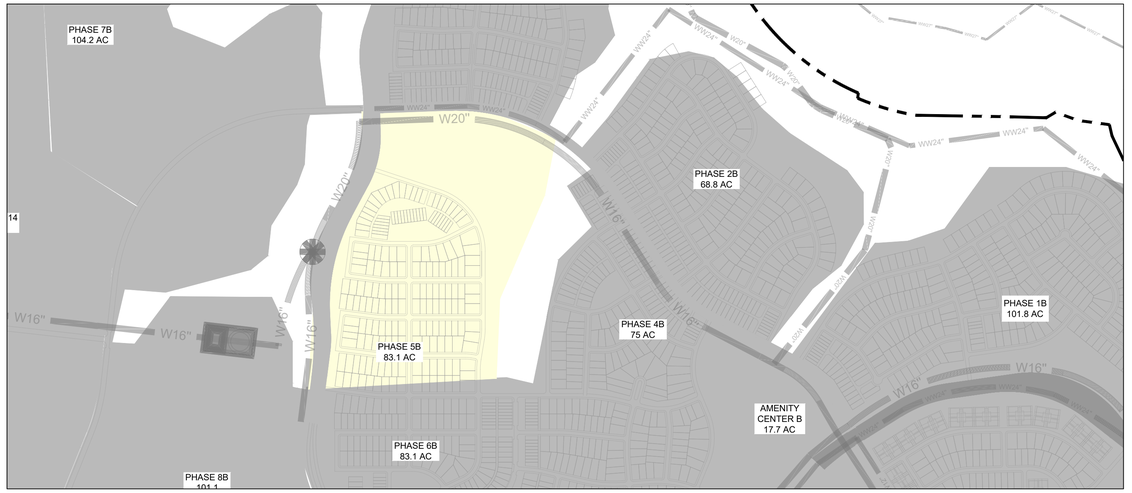
Earthwork and E&S Cost (PRIVATE)

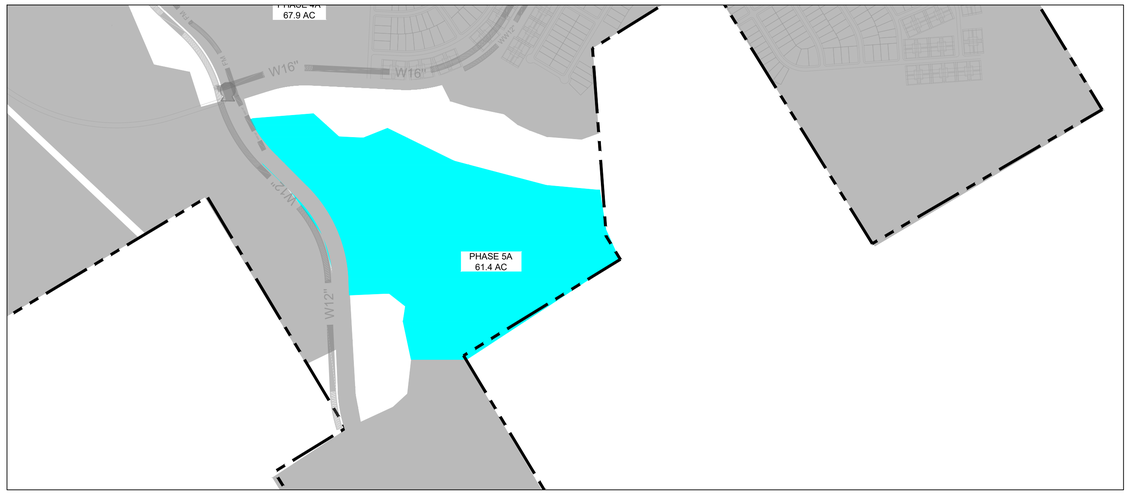
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	67.6	$30,000.00	$2,028,000.00
EROSION CONTOL	AC	67.6	$500.00	$33,800.00
PERIMETER/LARGE RET. WALL	AC	67.6	$50,000.00	$3,380,000.00
INTERNAL/SMALL RET. WALL	AC	67.6	$2,500.00	$169,000.00
CLEARING AND GRUBBING	AC	67.6	$1,250.00	$84,500.00
			SUB-TOTAL	**$5,695,300.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$9,355,840.00
CONTINGENCY - MMD	20%	$1,871,168.00
SUB-TOTAL - MMD		**$11,227,008.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$5,695,300.00
CONTINGENCY - PRIVATE	20%	$1,139,060.00
SUB-TOTAL - PRIVATE		**$6,834,360.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$15,051,140.00
CONTINGENCY - TOTAL	20%	$3,010,228.00
SUB-TOTAL - TOTAL		**$18,061,368.00**
ENGINEER & SURVEY FEES - MMD	15%	$1,684,051.20
ENGINEER & SURVEY FEES - PRIVATE	15%	$1,025,154.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$3,555,219.20**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$2,164,214.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$5,719,433.20**
TOTAL CONSTRUCTION COST		**$20,770,573.20**







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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 5

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. WATER LINE	LF	2976	$120.00	$357,120.00
16" P.V.C. WATER LINE	LF	1354	$140.00	$189,560.00
20" P.V.C. WATER LINE	LF	1115	$220.00	$245,300.00
1.0 MG Elevated Storage Tank	EA	1	$4,000,000.00	$4,000,000.00
5.0 MGD Pump Station	EA	1	$1,000,000.00	$1,000,000.00
1.0 MGD Ground Storage Tank	EA	1	$2,500,000.00	$2,500,000.00
FIRE HYDRANT ASSEMBLY	EA	12	$7,500.00	$90,000.00
GATE VALVE (SIZE VARIES)	EA	17	$2,200.00	$37,400.00
PRESSURE REDUCING VALVE (PRV)	EA	2	$125,000.00	$250,000.00
TESTING (EXCLUDING GEOTECH.)	LF	5445	$3.00	$16,335.00
TRENCH SAFETY	LF	5445	$0.10	$544.50
			SUB-TOTAL	**$8,686,259.50**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	9464	$90.00	$851,784.30
TESTING (EXCLUDING GEOTECH.)	LF	9464	$2.50	$23,660.68
TRENCH SAFETY	LF	9464	$2.00	$18,928.54
			SUB-TOTAL	**$894,373.52**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
18" P.V.C. PIPE (0'-10' DEEP)	LF	4481	$115.00	$515,315.00
8" PVC FORCE MAIN	LF	2062	$40.00	$82,480.00
5' DIA. WW MANHOLE	EA	14	$17,500.00	$245,000.00
LIFT STATION	MGD	6.57	$300,000.00	$1,971,000.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	6543	$4.00	$26,172.00
TRENCH SAFETY	LF	6543	$2.00	$13,086.00
			SUB-TOTAL	**$2,855,063.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	9464	$172.00	$1,627,854.44
8'x5' BOX CULVERT	LF	240	$840.00	$201,600.00
8'X5' HEADWALL	EA	2	$13,175.00	$26,350.00
			SUB-TOTAL	**$1,855,804.44**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	16	$6,000.00	$96,000.00
			SUB-TOTAL	**$96,000.00**

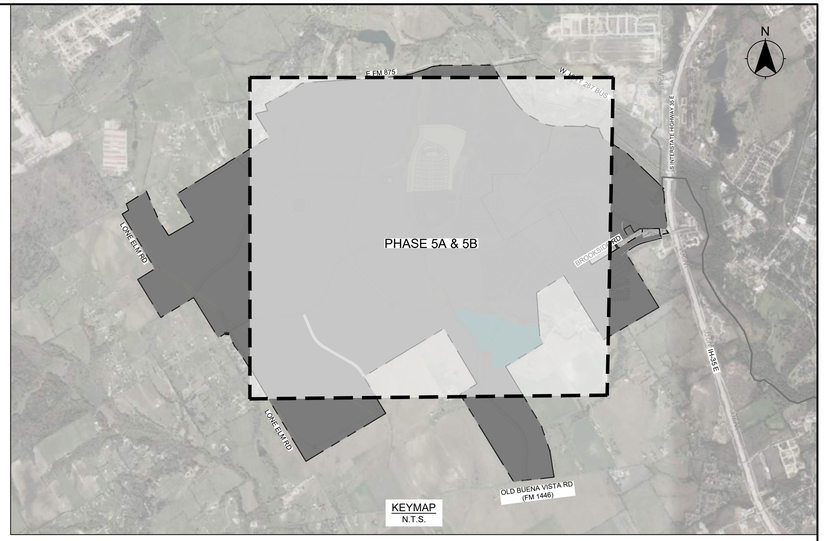
Roadway and Paving Cost (MMD)

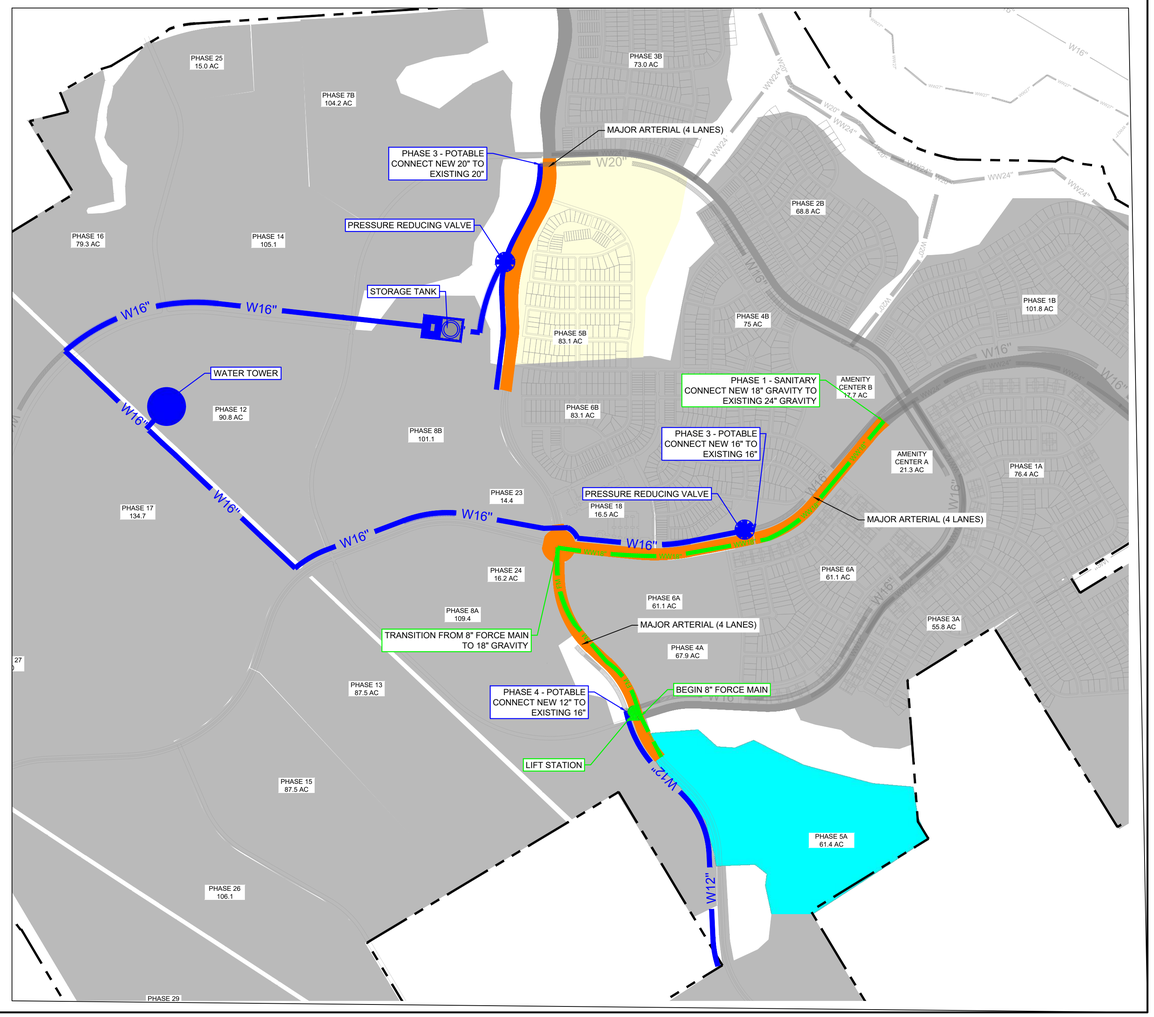
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	52579	$59.50	$3,128,450.50
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	68353	$3.15	$215,311.95
LIME (36#/SY)	TON	1230.354	$335.00	$412,168.59
15.5 MULTI-PURPOSE TRAIL (6" THICKNESS)	SF	293392	$9.90	$2,904,580.80
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
ROUNDABOUT	LS	1	$500,000.00	$500,000.00
CONNECT TO PROP CONCRETE PVMT	LF	82	$25.00	$2,050.00
STRIPING - 4" STRIPE	LF	9464	$2.75	$26,026.74
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	16	$1,500.00	$24,000.00
MEDIAN OPENING	LS	2	$76,300.00	$152,600.00
TURN LANE/DECEL LANE	LS	12	$17,720.00	$218,938.47
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$7,635,127.05**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	26	$200.00	$5,216.00
SILT FENCE	LF	19409	$7.15	$138,771.06
CLEARING AND GRUBBING	AC	26.08	$1,250.00	$32,600.00
STREET AND RIGHT-OF-WAY EXCAVATION	CY	84200	$3.00	$252,600.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	68353	$1.25	$85,441.25
			SUB-TOTAL	**$514,628.31**

CONTINGENCY - PUBLIC	20%	$4,328,576.46
SUB-TOTAL - PUBLIC		**$25,971,458.76**
SUM OF CONSTRUCTION COSTS - PRIVATE		$894,373.52
CONTINGENCY - PRIVATE	20%	$178,874.70
SUB-TOTAL - PRIVATE		**$1,073,248.22**
SUM OF CONSTRUCTION COSTS - TOTAL		$22,537,255.81
CONTINGENCY - TOTAL	20%	$4,507,451.16
SUB-TOTAL - TOTAL		**$27,044,706.98**
ENGINEER & SURVEY FEES - MMD	1.5%	$3,895,718.81
ENGINEER & SURVEY FEES - PRIVATE	1.5%	$160,987.23
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$8,224,295.27**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$339,861.94**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$8,564,157.21**
TOTAL CONSTRUCTION COST		**$31,101,413.02**





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CONSTRUCTION COST ESTIMATE - ACTIVE ADULT
PHASE 6A

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	30.5	$21,200.00	$646,600.00
			SUB-TOTAL	**$646,600.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	30.5	$12,000.00	$366,000.00
			SUB-TOTAL	**$366,000.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	30.5	$26,000.00	$793,000.00
			SUB-TOTAL	**$793,000.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	30.5	$34,800.00	$1,061,400.00
			SUB-TOTAL	**$1,061,400.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	30.5	$2,250.00	$68,625.00
STREET LIGHT	AC	30.5	$3,000.00	$91,500.00
ELECTRICAL SERVICE	AC	30.5	$6,750.00	$205,875.00
			SUB-TOTAL	**$366,000.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	30.5	$43,750.00	$1,334,375.00
COTTAGE COST	AC	30.5	$31,750.00	$968,375.00
			SUB-TOTAL	**$2,302,750.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	30.5	$30,000.00	$915,000.00
EROSION CONTOL	AC	30.5	$450.00	$13,725.00
PERIMETER/LARGE RET. WALL	AC	30.5	$7,500.00	$228,750.00
INTERNAL/SMALL RET. WALL	AC	30.5	$2,500.00	$76,250.00
CLEARING AND GRUBBING	AC	30.5	$1,250.00	$38,125.00
			SUB-TOTAL	**$1,271,850.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$5,169,750.00
CONTINGENCY - MMD	20%	$1,033,950.00
SUB-TOTAL - MMD		**$6,203,700.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$1,637,850.00
CONTINGENCY - PRIVATE	20%	$327,570.00
SUB-TOTAL - PRIVATE		**$1,965,420.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$6,807,600.00
CONTINGENCY - TOTAL	20%	$1,361,520.00
SUB-TOTAL - TOTAL		**$8,169,120.00**
ENGINEER & SURVEY FEES - MMD	15%	$930,555.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$294,813.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$1,964,505.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$622,383.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$2,586,888.00**
TOTAL CONSTRUCTION COST		**$9,394,488.00**

CONSTRUCTION COST ESTIMATE - TRADITIONAL
PHASE 6B

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	86.1	$24,100.00	$2,075,010.00
			SUB-TOTAL	**$2,075,010.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	86.1	$23,400.00	$2,014,740.00
			SUB-TOTAL	**$2,014,740.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	86.1	$31,400.00	$2,703,540.00
			SUB-TOTAL	**$2,703,540.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	86.1	$2,500.00	$215,250.00
STREET LIGHT	AC	86.1	$3,300.00	$284,130.00
ELECTRICAL SERVICE	AC	86.1	$7,500.00	$645,750.00
			SUB-TOTAL	**$1,145,130.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	86.1	$46,200.00	$3,977,820.00
			SUB-TOTAL	**$3,977,820.00**

Earthwork and E&S Cost (MMD)

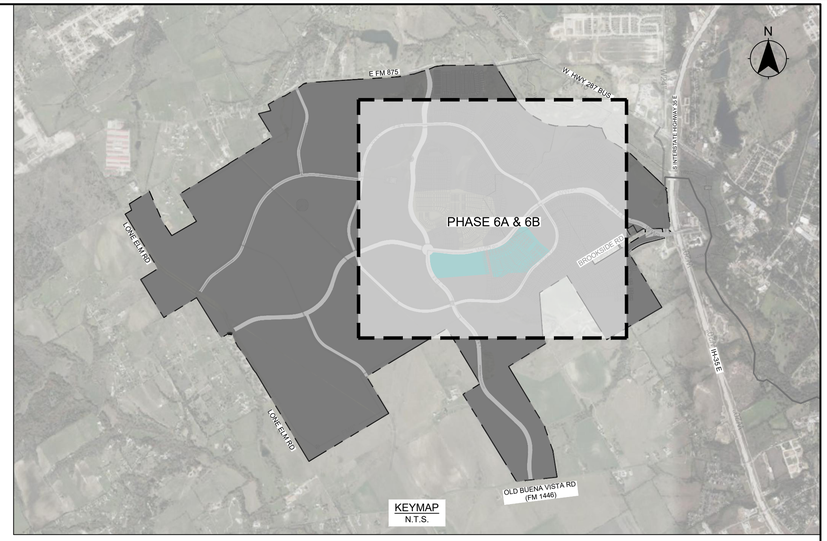
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

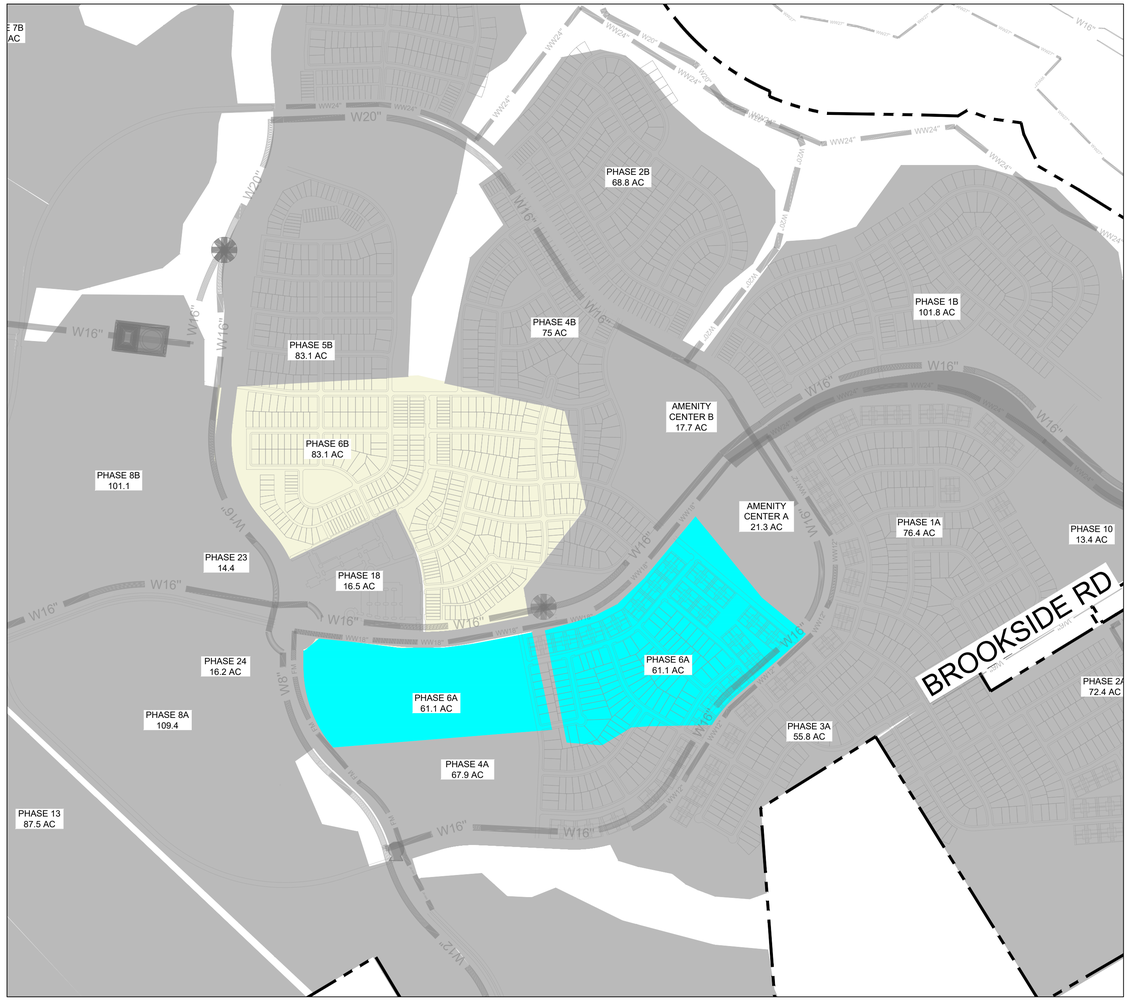
Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	86.1	$30,000.00	$2,583,000.00
EROSION CONTOL	AC	86.1	$500.00	$43,050.00
PERIMETER/LARGE RET. WALL	AC	86.1	$32,500.00	$2,798,250.00
INTERNAL/SMALL RET. WALL	AC	86.1	$2,500.00	$215,250.00
CLEARING AND GRUBBING	AC	86.1	$1,250.00	$107,625.00
			SUB-TOTAL	**$5,747,175.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$11,916,240.00
CONTINGENCY - MMD	20%	$2,383,248.00
SUB-TOTAL - MMD		**$14,299,488.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$5,747,175.00
CONTINGENCY - PRIVATE	20%	$1,149,435.00
SUB-TOTAL - PRIVATE		**$6,896,610.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$17,663,415.00
CONTINGENCY - TOTAL	20%	$3,532,683.00
SUB-TOTAL - TOTAL		**$21,196,098.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,144,923.20
ENGINEER & SURVEY FEES - PRIVATE	15%	$1,034,491.50
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$4,528,171.20**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$2,183,926.50**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$6,712,097.70**
TOTAL CONSTRUCTION COST		**$24,375,512.70**





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TBPE #: F-20821
TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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1"=600'

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 14

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 6

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE	LF	1363	$70.00	$95,410.00
16" P.V.C. WATER LINE	LF	1603	$140.00	$224,420.00
FIRE HYDRANT ASSEMBLY	EA	7	$7,500.00	$52,500.00
GATE VALVE (SIZE VARIES)	EA	12	$2,200.00	$26,400.00
TESTING (EXCLUDING GEOTECH.)	LF	2966	$3.00	$8,898.00
TRENCH SAFETY	LF	2966	$0.10	$296.60
			SUB-TOTAL	**$407,924.60**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	1561	$90.00	$140,516.10
TESTING (EXCLUDING GEOTECH.)	LF	1561	$2.50	$3,903.23
TRENCH SAFETY	LF	1561	$2.00	$3,122.58
			SUB-TOTAL	**$147,541.91**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	1561	$172.00	$268,541.88
			SUB-TOTAL	**$268,541.88**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	3	$6,000.00	$18,000.00
			SUB-TOTAL	**$18,000.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	8674	$59.50	$516,103.00
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	11276	$3.15	$35,519.40
LIME (36#/SY)	TON	203.0	$335.00	$67,994.28
15.5 MULTI-PURPOSE TRAIL (6" THICKNESS)	SF	48400	$9.90	$479,160.00
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
INTERSECTION IMPROVEMENT	LS	1	$350,000.00	$350,000.00
CONNECT TO PROP CONCRETE PVMT	LF	63	$25.00	$1,575.00
STRIPING - 4" STRIPE	LF	1561	$2.75	$4,293.55
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	3	$1,500.00	$4,500.00
MEDIAN OPENING	LS	2	$76,300.00	$155,517.53
TURN LANE/DECEL LANE	LS	2	$17,720.00	$36,117.57
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$1,701,780.33**

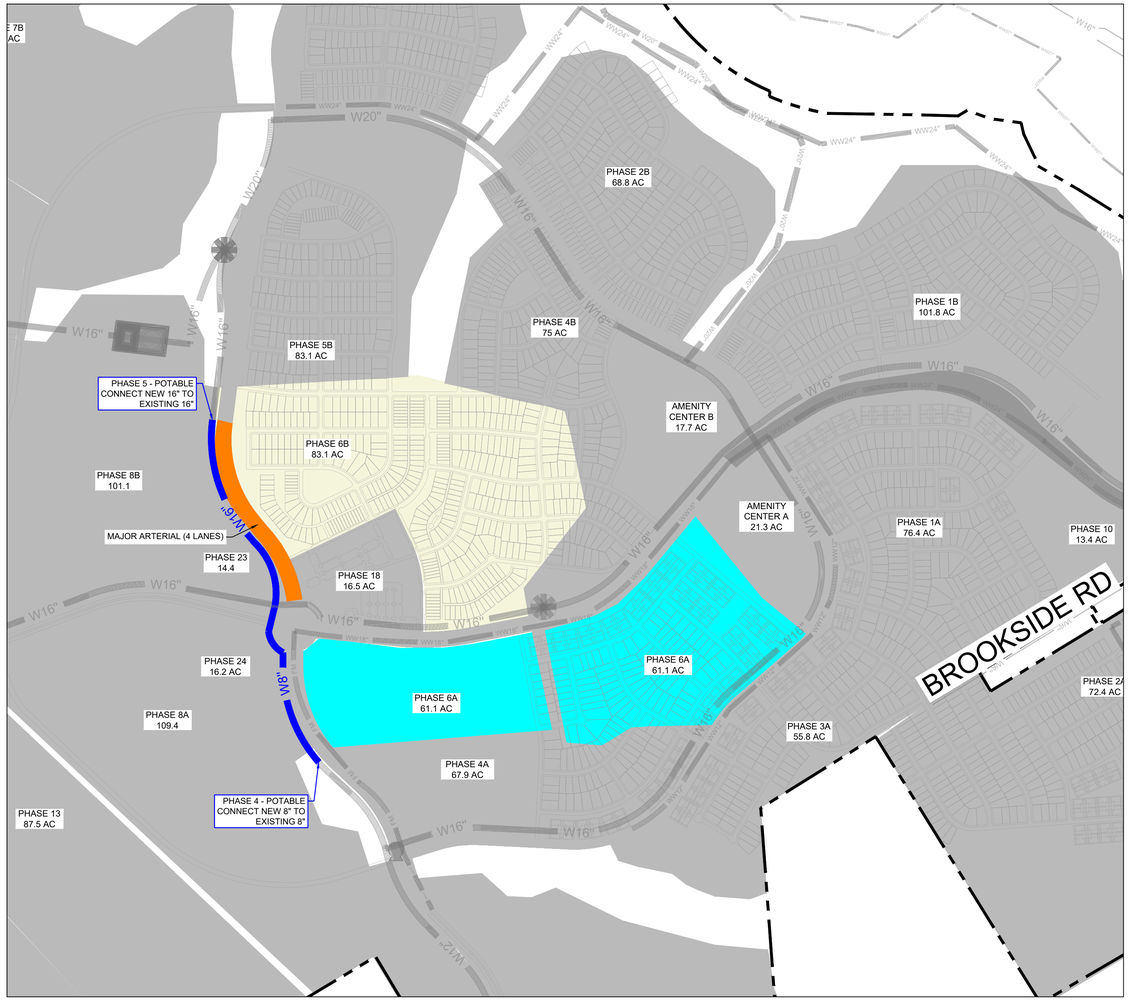
Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	4	$200.00	$860.00
SILT FENCE	LF	3363	$7.15	$24,042.45
CLEARING AND GRUBBING	AC	4.3	$1,250.00	$5,375.00
STREET AND RIGHT-OF-WAY EXCAVATION	CY	13900	$3.00	$41,700.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	11276	$1.25	$14,095.00
			SUB-TOTAL	**$86,072.45**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$2,482,319.25
CONTINGENCY - MMD	20%	$496,463.85
SUB-TOTAL - MMD		**$2,978,783.10**
SUM OF CONSTRUCTION COSTS - PRIVATE		$147,541.91
CONTINGENCY - PRIVATE	20%	$29,508.38
SUB-TOTAL - PRIVATE		**$177,050.29**
SUM OF CONSTRUCTION COSTS - TOTAL		$2,629,861.16
CONTINGENCY - TOTAL	20%	$525,972.23
SUB-TOTAL - TOTAL		**$3,155,833.39**
ENGINEER & SURVEY FEES - MMD	15%	$446,817.47
ENGINEER & SURVEY FEES - PRIVATE	15%	$26,557.54
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$943,281.32**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$56,065.92**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$999,347.24**
TOTAL CONSTRUCTION COST		**$3,629,208.40**





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PROJECT

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WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
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DATE: 2025/11/01
SHEET: 15

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CONSTRUCTION COST ESTIMATE - ACTIVE ADULT
PHASE 7A

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	99.6	$21,200.00	$2,111,520.00
			SUB-TOTAL	**$2,111,520.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	99.6	$12,000.00	$1,195,200.00
			SUB-TOTAL	**$1,195,200.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	99.6	$26,000.00	$2,589,600.00
			SUB-TOTAL	**$2,589,600.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	99.6	$34,800.00	$3,466,080.00
DETENTION CONTROL STRUCTURE	EA	1	$20,000.00	$20,000.00
DETENTION POND	AC	6.54	$40,000.00	$261,600.00
			SUB-TOTAL	**$3,747,680.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	99.6	$2,250.00	$224,100.00
STREET LIGHT	AC	99.6	$3,000.00	$298,800.00
ELECTRICAL SERVICE	AC	99.6	$6,750.00	$672,300.00
			SUB-TOTAL	**$1,195,200.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	99.6	$43,750.00	$4,357,500.00
COTTAGE COST	AC	99.6	$31,750.00	$3,162,300.00
			SUB-TOTAL	**$7,519,800.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	99.6	$30,000.00	$2,988,000.00
EROSION CONTOL	AC	99.6	$450.00	$44,820.00
PERIMETER/LARGE RET. WALL	AC	99.6	$18,500.00	$1,842,600.00
INTERNAL/SMALL RET. WALL	AC	99.6	$2,500.00	$249,000.00
CLEARING AND GRUBBING	AC	99.6	$1,250.00	$124,500.00
			SUB-TOTAL	**$5,248,920.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$17,163,800.00
CONTINGENCY - MMD	20%	$3,432,760.00
SUB-TOTAL - MMD		**$20,596,560.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$6,444,120.00
CONTINGENCY - PRIVATE	20%	$1,288,824.00
SUB-TOTAL - PRIVATE		**$7,732,944.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$23,607,920.00
CONTINGENCY - TOTAL	20%	$4,721,584.00
SUB-TOTAL - TOTAL		**$28,329,504.00**
ENGINEER & SURVEY FEES - MMD	15%	$3,089,484.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$1,159,941.60
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$6,522,244.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$2,448,765.60**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$8,971,009.60**
TOTAL CONSTRUCTION COST		**$32,578,929.60**

CONSTRUCTION COST ESTIMATE - TRADITIONAL
PHASE 7B

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	56.84	$24,100.00	$1,369,844.00
			SUB-TOTAL	**$1,369,844.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	56.84	$23,400.00	$1,330,056.00
			SUB-TOTAL	**$1,330,056.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	56.84	$31,400.00	$1,784,776.00
DETENTION CONTROL STRUCTURE	EA	1	$20,000.00	$20,000.00
DETENTION POND	AC	15.03	$40,000.00	$601,200.00
			SUB-TOTAL	**$2,405,976.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	56.84	$2,500.00	$142,100.00
STREET LIGHT	AC	56.84	$3,300.00	$187,572.00
ELECTRICAL SERVICE	AC	56.84	$7,500.00	$426,300.00
			SUB-TOTAL	**$755,972.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	56.84	$46,200.00	$2,626,008.00
			SUB-TOTAL	**$2,626,008.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	56.84	$30,000.00	$1,705,200.00
EROSION CONTOL	AC	56.84	$500.00	$28,420.00
PERIMETER/LARGE RET. WALL	AC	56.84	$36,000.00	$2,046,240.00
INTERNAL/SMALL RET. WALL	AC	56.84	$2,500.00	$142,100.00
CLEARING AND GRUBBING	AC	56.84	$1,250.00	$71,050.00
			SUB-TOTAL	**$3,993,010.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$8,487,856.00
CONTINGENCY - MMD	20%	$1,697,571.20
SUB-TOTAL - MMD		**$10,185,427.20**
SUM OF CONSTRUCTION COSTS - PRIVATE		$3,993,010.00
CONTINGENCY - PRIVATE	20%	$798,602.00
SUB-TOTAL - PRIVATE		**$4,791,612.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$12,480,866.00
CONTINGENCY - TOTAL	20%	$2,496,173.20
SUB-TOTAL - TOTAL		**$14,977,039.20**
ENGINEER & SURVEY FEES - MMD	15%	$1,527,814.08
ENGINEER & SURVEY FEES - PRIVATE	15%	$718,741.80
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$3,225,385.28**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,517,343.80**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$4,742,729.08**
TOTAL CONSTRUCTION COST		**$17,223,595.08**



KEYMAP
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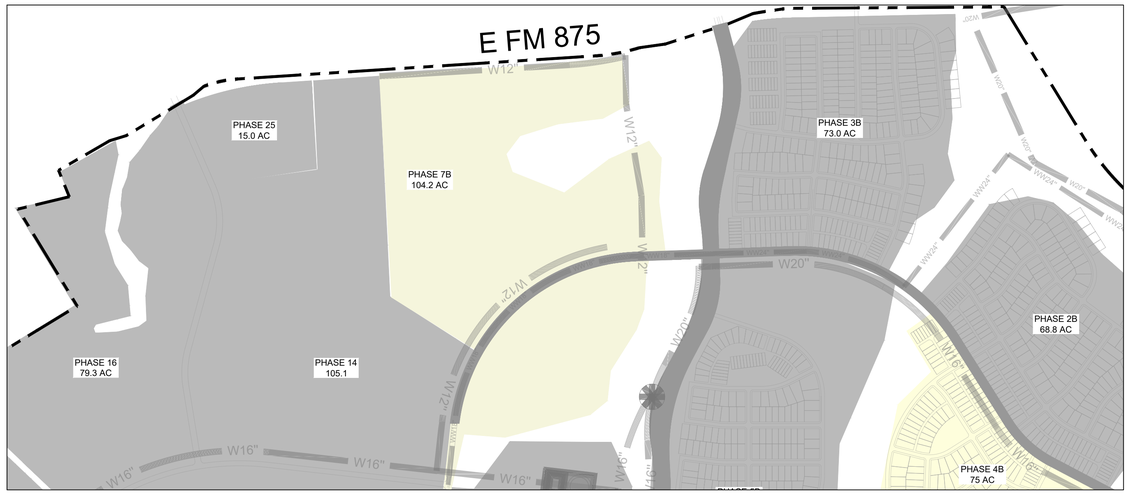



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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 7

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. WATER LINE	LF	9977	$120.00	$1,197,240.00
FIRE HYDRANT ASSEMBLY	EA	20	$7,500.00	$150,000.00
GATE VALVE (SIZE VARIES)	EA	25	$2,200.00	$55,000.00
PRESSURE REDUCING VALVE (PRV)	EA	1	$125,000.00	$125,000.00
TESTING (EXCLUDING GEOTECH.)	LF	9977	$3.00	$29,931.00
TRENCH SAFETY	LF	9977	$0.10	$997.70
			SUB-TOTAL	**$1,558,168.70**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	11830	$90.00	$1,064,682.90
TESTING (EXCLUDING GEOTECH.)	LF	11830	$2.50	$29,574.53
TRENCH SAFETY	LF	11830	$2.00	$23,659.62
			SUB-TOTAL	**$1,117,917.05**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. PIPE (0'-10' DEEP)	LF	2593	$80.00	$207,440.00
18" P.V.C. PIPE (0'-10' DEEP)	LF	3241	$115.00	$372,715.00
5' DIA. WW MANHOLE	EA	13	$17,500.00	$227,500.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	5834	$4.00	$23,336.00
TRENCH SAFETY	LF	5834	$2.00	$11,668.00
			SUB-TOTAL	**$844,669.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	11830	$172.00	$2,034,727.32
3X4 BOX CULVERT	LF	120	$210.00	$25,200.00
3X4 HEADWALL	EA	1	$8,460.00	$8,460.00
5X4 BOX CULVERT	LF	120	$255.00	$30,600.00
5X4 HEADWALL	EA	1	$12,148.00	$12,148.00
6X4 BOX CULVERT	LF	120	$275.00	$33,000.00
6X4 HEADWALL	EA	1	$14,604.00	$14,604.00
			SUB-TOTAL	**$2,158,739.32**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	20	$6,000.00	$120,000.00
			SUB-TOTAL	**$120,000.00**

Roadway and Paving Cost (MMD)

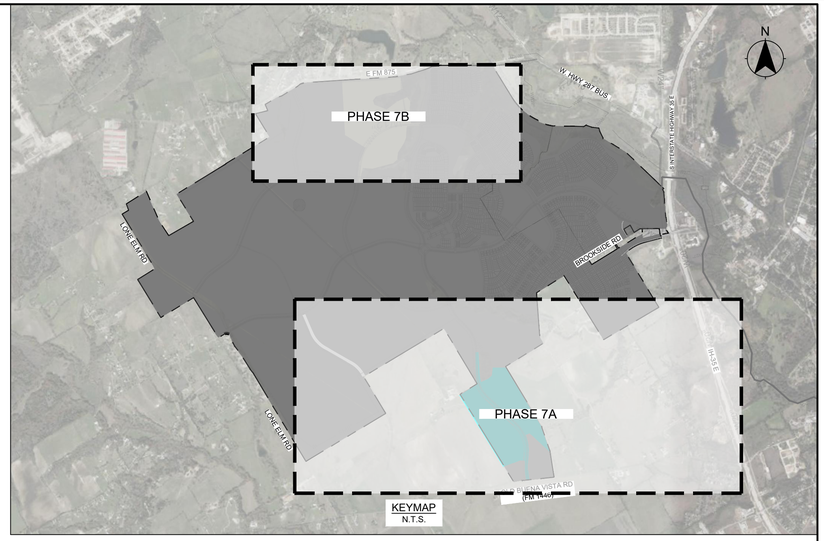
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	60104	$59.50	$3,576,188.00
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	71706	$3.15	$225,873.90
LIME (36#/SY)	TON	1290.7	$335.00	$432,387.18
15.5 MULTI-PURPOSE TRAIL (6" THICKNESS)	SF	192589	$9.90	$1,906,631.10
6' SIDEWALK (4" THICKNESS)	SF	67407	$7.75	$522,404.25
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
CONNECT TO PROP CONCRETE PVMT	LF	103	$25.00	$2,575.00
STRIPING - 4" STRIPE	LF	11830	$2.75	$32,531.98
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	20	$1,500.00	$30,000.00
MEDIAN OPENING	LS	2	$76,300.00	$152,600.00
TURN LANE/DECEL LANE	LS	16	$17,720.00	$291,380.88
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$7,223,572.29**

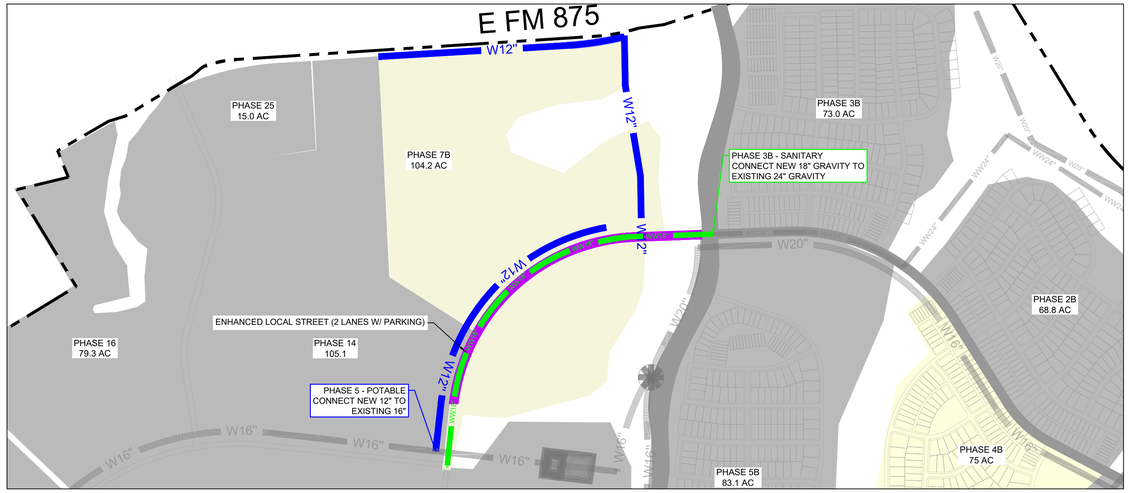
Earthwork and E&S Cost (MMD)

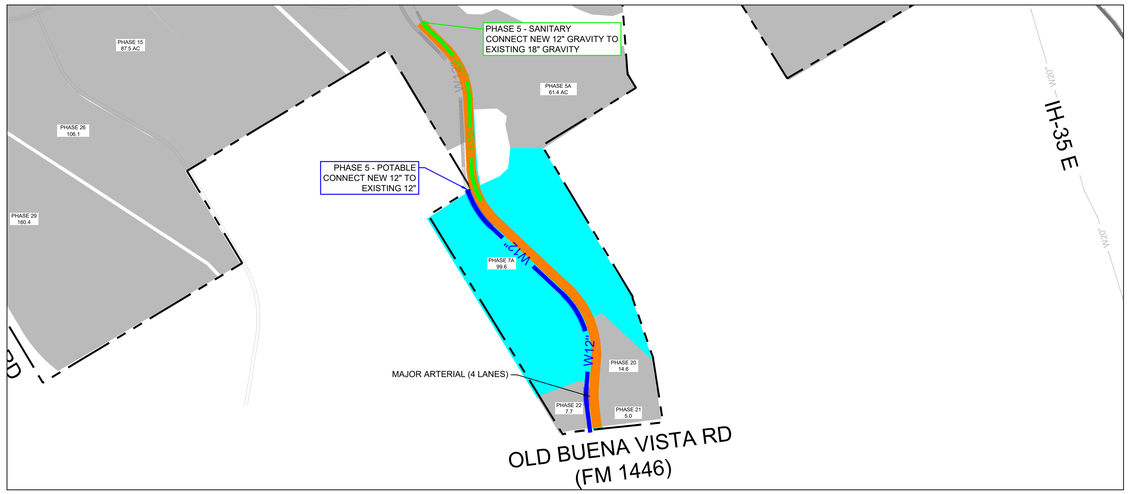
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	26	$200.00	$5,278.00
SILT FENCE	LF	24043.62	$7.15	$171,911.88
CLEARING AND GRUBBING	AC	26.39	$1,250.00	$32,987.50
STREET AND RIGHT-OF-WAY EXCAVATION	CY	85200	$3.00	$255,600.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	71706	$1.25	$89,632.50
			SUB-TOTAL	**$555,409.88**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$12,460,559.19
CONTINGENCY - MMD	20%	$2,492,111.84
SUB-TOTAL - MMD		**$14,952,671.03**
SUM OF CONSTRUCTION COSTS - PRIVATE		$1,117,917.05
CONTINGENCY - PRIVATE	20%	$223,583.41
SUB-TOTAL - PRIVATE		**$1,341,500.45**
SUM OF CONSTRUCTION COSTS - TOTAL		$13,578,476.23
CONTINGENCY - TOTAL	20%	$2,715,695.25
SUB-TOTAL - TOTAL		**$16,294,171.48**
ENGINEER & SURVEY FEES - MMD	15%	$2,242,900.65
ENGINEER & SURVEY FEES - PRIVATE	15%	$201,225.07
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$4,735,012.49**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$424,808.48**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$5,159,820.97**
TOTAL CONSTRUCTION COST		**$18,738,297.20**







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1"=600'

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CONSTRUCTION COST ESTIMATE - ACTIVE ADULT
PHASE 8A

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	109.4	$21,200.00	$2,319,280.00
			SUB-TOTAL	**$2,319,280.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	109.4	$12,000.00	$1,312,800.00
			SUB-TOTAL	**$1,312,800.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	109.4	$26,000.00	$2,844,400.00
			SUB-TOTAL	**$2,844,400.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	109.4	$34,800.00	$3,807,120.00
			SUB-TOTAL	**$3,807,120.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	109.4	$2,250.00	$246,150.00
STREET LIGHT	AC	109.4	$3,000.00	$328,200.00
ELECTRICAL SERVICE	AC	109.4	$6,750.00	$738,450.00
			SUB-TOTAL	**$1,312,800.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	109.4	$43,750.00	$4,786,250.00
COTTAGE COST	AC	109.4	$31,750.00	$3,473,450.00
			SUB-TOTAL	**$8,259,700.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	109.4	$30,000.00	$3,282,000.00
EROSION CONTOL	AC	109.4	$450.00	$49,230.00
PERIMETER/LARGE RET. WALL	AC	109.4	$18,500.00	$2,023,900.00
INTERNAL/SMALL RET. WALL	AC	109.4	$2,500.00	$273,500.00
CLEARING AND GRUBBING	AC	109.4	$1,250.00	$136,750.00
			SUB-TOTAL	**$5,765,380.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$18,543,300.00
CONTINGENCY - MMD	20%	$3,708,660.00
SUB-TOTAL - MMD		**$22,251,960.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$7,078,180.00
CONTINGENCY - PRIVATE	20%	$1,415,636.00
SUB-TOTAL - PRIVATE		**$8,493,816.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$25,621,480.00
CONTINGENCY - TOTAL	20%	$5,124,296.00
SUB-TOTAL - TOTAL		**$30,745,776.00**
ENGINEER & SURVEY FEES - MMD	15%	$3,337,794.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$1,274,072.40
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$7,046,454.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$2,689,708.40**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$9,736,162.40**
TOTAL CONSTRUCTION COST		**$35,357,642.40**

CONSTRUCTION COST ESTIMATE - TRADITIONAL
PHASE 8B

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	101.1	$24,100.00	$2,436,510.00
			SUB-TOTAL	**$2,436,510.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	101.1	$23,400.00	$2,365,740.00
			SUB-TOTAL	**$2,365,740.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	101.1	$31,400.00	$3,174,540.00
DETENTION CONTROL STRUCTURE	EA	1	$20,000.00	$20,000.00
DETENTION POND	AC	13.7	$40,000.00	$548,000.00
			SUB-TOTAL	**$3,742,540.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	101.1	$2,500.00	$252,750.00
STREET LIGHT	AC	101.1	$3,300.00	$333,630.00
ELECTRICAL SERVICE	AC	101.1	$7,500.00	$758,250.00
			SUB-TOTAL	**$1,344,630.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	101.1	$46,200.00	$4,670,820.00
			SUB-TOTAL	**$4,670,820.00**

Earthwork and E&S Cost (MMD)

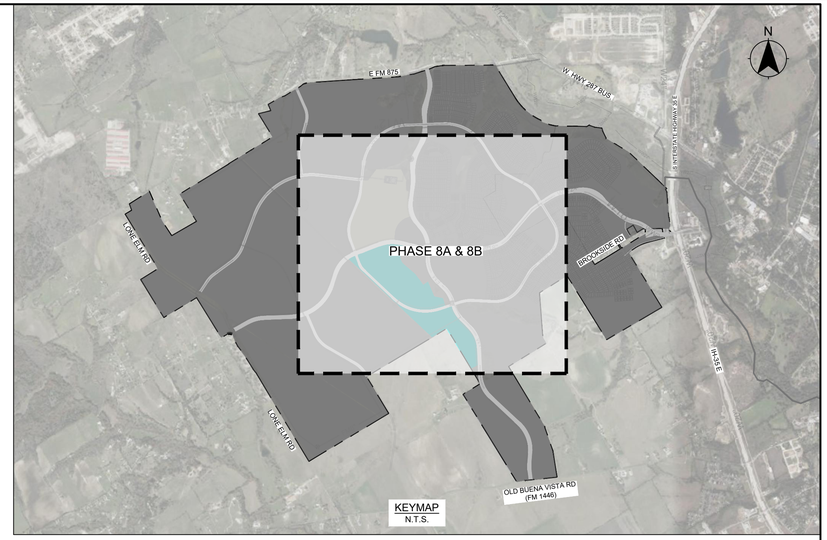
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	101.1	$30,000.00	$3,033,000.00
EROSION CONTOL	AC	101.1	$500.00	$50,550.00
PERIMETER/LARGE RET. WALL	AC	101.1	$7,500.00	$758,250.00
INTERNAL/SMALL RET. WALL	AC	101.1	$2,500.00	$252,750.00
CLEARING AND GRUBBING	AC	101.1	$1,250.00	$126,375.00
			SUB-TOTAL	**$4,220,925.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$14,560,240.00
CONTINGENCY - MMD	20%	$2,912,048.00
SUB-TOTAL - MMD		**$17,472,288.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$4,220,925.00
CONTINGENCY - PRIVATE	20%	$844,185.00
SUB-TOTAL - PRIVATE		**$5,065,110.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$18,781,165.00
CONTINGENCY - TOTAL	20%	$3,756,233.00
SUB-TOTAL - TOTAL		**$22,537,398.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,620,843.20
ENGINEER & SURVEY FEES - PRIVATE	15%	$759,766.50
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$5,532,891.20**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,603,951.50**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$7,136,842.70**
TOTAL CONSTRUCTION COST		**$25,918,007.70**



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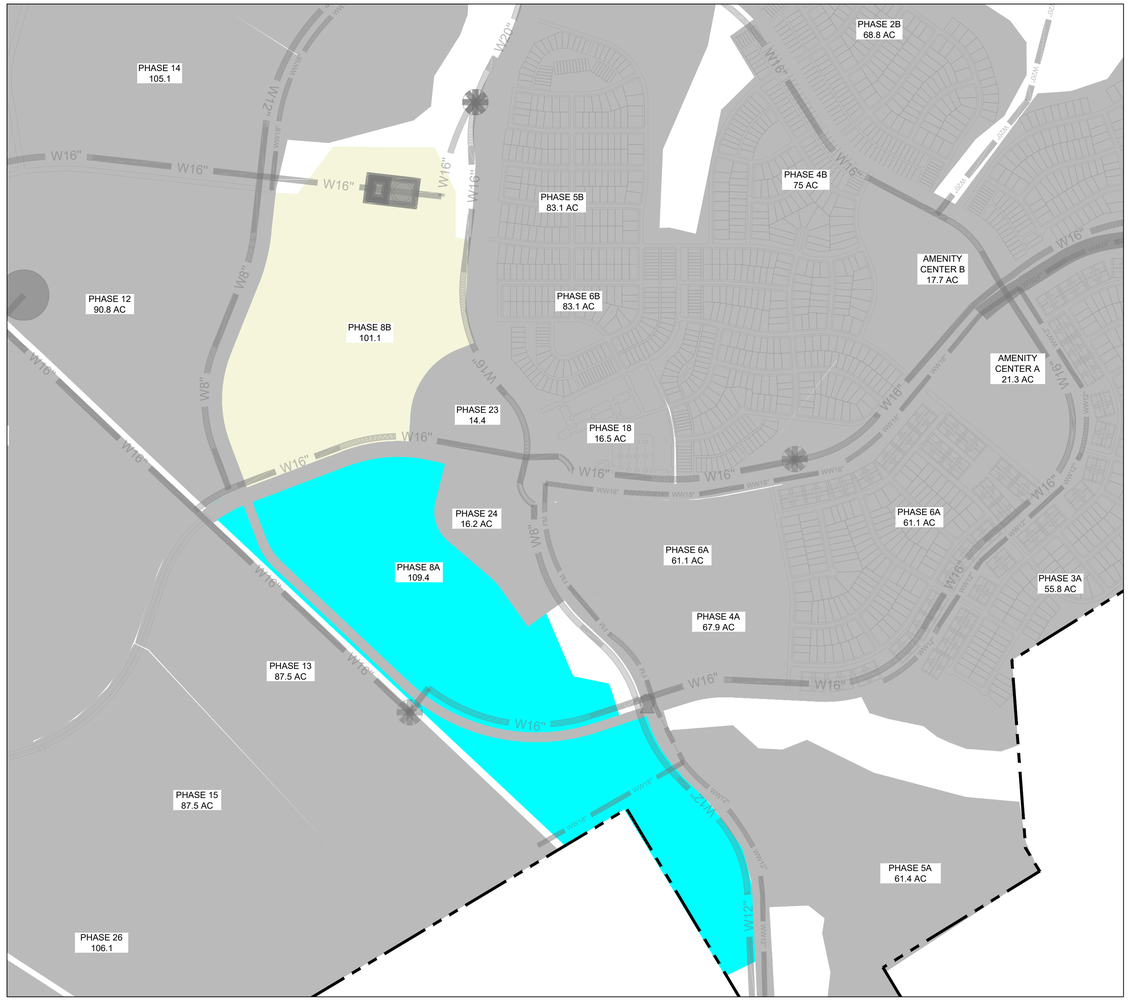

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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001

DRAWN BY: CK

DATE: 2025/11/01

SHEET: 18

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 8

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE	LF	2578	$70.00	$180,460.00
16" P.V.C. WATER LINE	LF	4314	$140.00	$603,960.00
FIRE HYDRANT ASSEMBLY	EA	15	$7,500.00	$112,500.00
GATE VALVE (SIZE VARIES)	EA	20	$2,200.00	$44,000.00
TESTING (EXCLUDING GEOTECH.)	LF	6892	$3.00	$20,676.00
TRENCH SAFETY	LF	6892	$0.10	$689.20
			SUB-TOTAL	**$962,285.20**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	9473	$90.00	$852,562.80
TESTING (EXCLUDING GEOTECH.)	LF	9473	$2.50	$23,682.30
TRENCH SAFETY	LF	9473	$2.00	$18,945.84
IRRIGATION POND	AC	20	$40,000.00	$800,000.00
WATER WELL (+/- 2,500 FT DEEP)	EA	1	$3,500,000.00	$3,500,000.00
			SUB-TOTAL	**$5,195,190.94**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
18" P.V.C. PIPE (0'-10' DEEP)	LF	1330	$115.00	$152,950.00
5' DIA. WW MANHOLE	EA	3	$17,500.00	$52,500.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	1330	$4.00	$5,320.00
TRENCH SAFETY	LF	1330	$2.00	$2,660.00
			SUB-TOTAL	**$215,440.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	9472.92	$172.00	$1,629,342.24
4X4 BOX CULVERT	LF	120	$240.00	$28,800.00
4X4 HEADWALL	EA	1	$5,500.00	$5,500.00
			SUB-TOTAL	**$1,663,642.24**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	16	$6,000.00	$96,000.00
			SUB-TOTAL	**$96,000.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	45710	$59.50	$2,719,745.00
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	51507	$3.15	$162,247.05
LIME (36#/SY)	TON	927.126	$335.00	$310,587.21
15.5 MULTI-PURPOSE TRAIL (6" THICKNESS)	SF	79227	$9.90	$784,347.30
6' SIDEWALK (4" THICKNESS)	SF	83007	$7.75	$643,304.25
BARRIER FREE RAMPS	EA	12	$3,250.00	$39,000.00
CONNECT TO PROP CONCRETE PVMT	LF	145	$25.00	$3,625.00
STRIPING - 4" STRIPE	LF	9472.92	$2.75	$26,050.53
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	16	$1,500.00	$24,000.00
MEDIAN OPENING	LS	2	$76,300.00	$152,600.00
TURN LANE/DECEL LANE	LS	12	$17,720.00	$219,138.57
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$5,109,644.91**

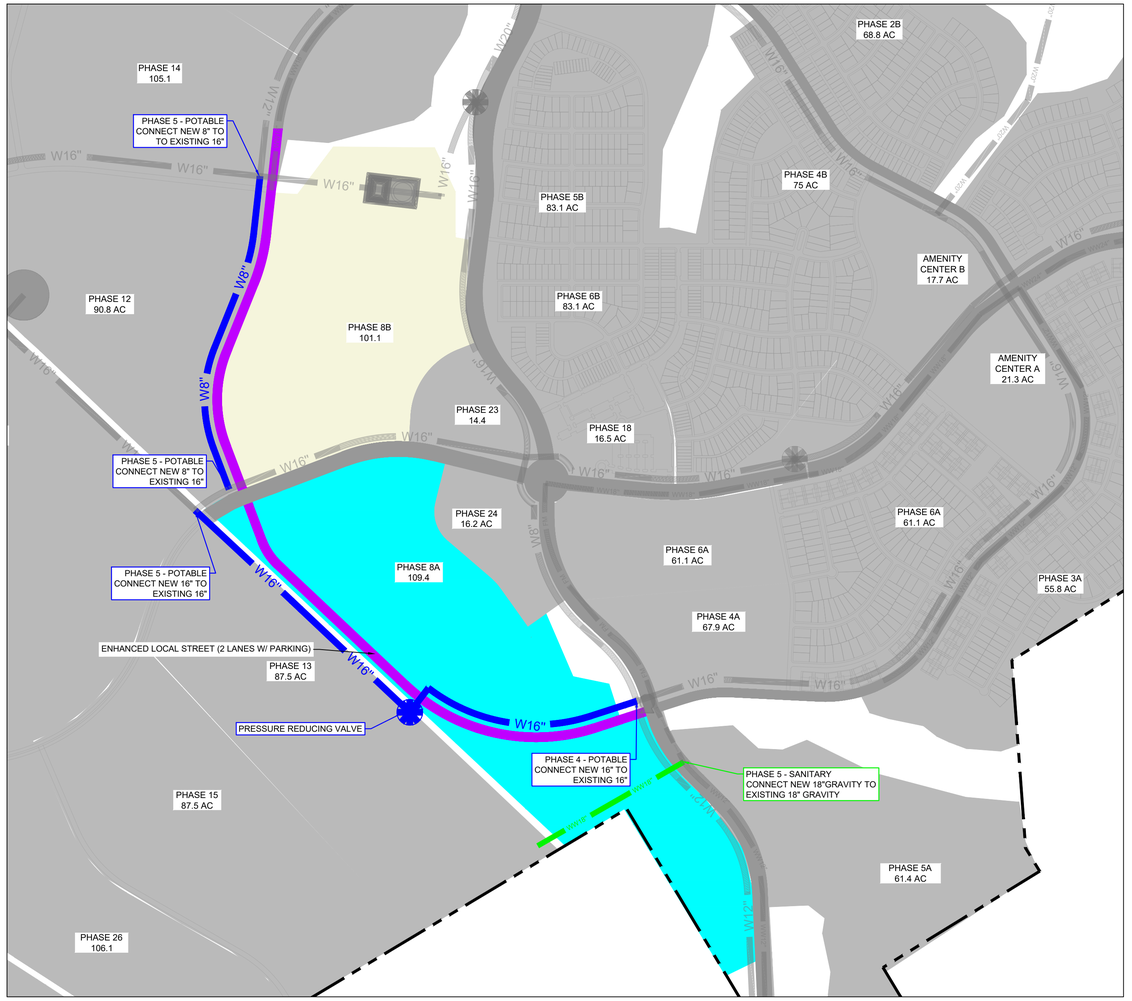
Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	18	$200.00	$3,696.00
SILT FENCE	LF	19473.84	$7.15	$139,237.96
CLEARING AND GRUBBING	AC	18.48	$1,250.00	$23,100.00
STREET AND RIGHT-OF-WAY EXCAVATION	CY	59700	$3.00	$179,100.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	51507	$1.25	$64,383.75
			SUB-TOTAL	**$409,517.71**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$8,456,530.05
CONTINGENCY - MMD	20%	$1,691,306.01
SUB-TOTAL - MMD		**$10,147,836.06**
SUM OF CONSTRUCTION COSTS - PRIVATE		$5,195,190.94
CONTINGENCY - PRIVATE	20%	$1,039,038.19
SUB-TOTAL - PRIVATE		**$6,234,229.13**
SUM OF CONSTRUCTION COSTS - TOTAL		$13,651,720.99
CONTINGENCY - TOTAL	20%	$2,730,344.20
SUB-TOTAL - TOTAL		**$16,382,065.19**
ENGINEER & SURVEY FEES - MMD	15%	$1,522,175.41
ENGINEER & SURVEY FEES - PRIVATE	15%	$935,134.37
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$3,213,481.42**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,974,172.56**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$5,187,653.98**
TOTAL CONSTRUCTION COST		**$18,839,374.97**




PHASE 14
105.1
PHASE 5 - POTABLE CONNECT NEW 8" TO TO EXISTING 16"
W12"
W16"
W16"
W16

CONSTRUCTION COST ESTIMATE - MIXED USE
PHASE 9

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

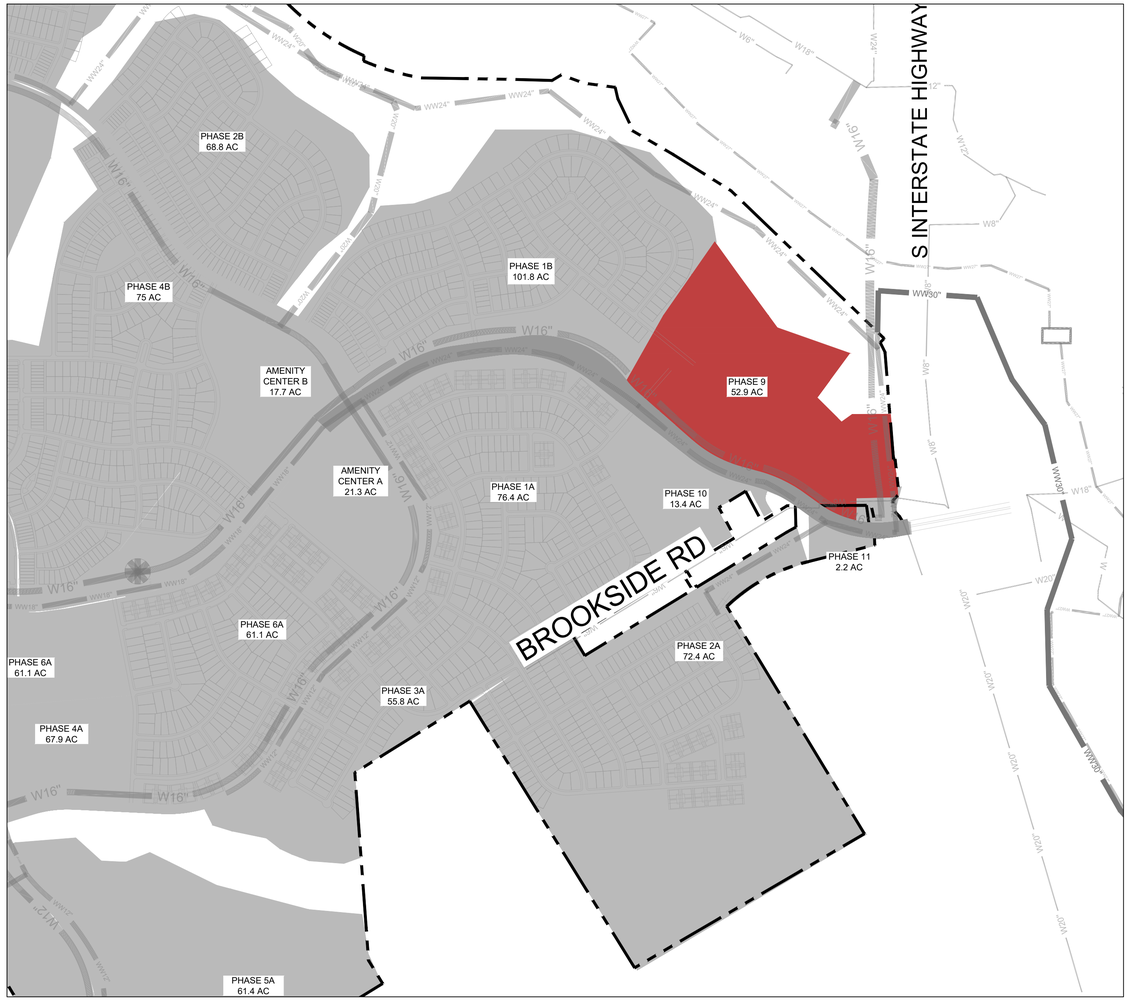
Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
PERIMETER/LARGE RET. WALL	AC	0	$7,500.00	$0.00
INTERNAL/SMALL RET. WALL	AC	0	$2,500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	15%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 20

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CONSTRUCTION COST ESTIMATE - MIXED USE
PHASE 10

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
PERIMETER/LARGE RET. WALL	AC	0	$7,500.00	$0.00
INTERNAL/SMALL RET. WALL	AC	0	$2,500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	15%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 21

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CONSTRUCTION COST ESTIMATE - MIXED USE
PHASE 11

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

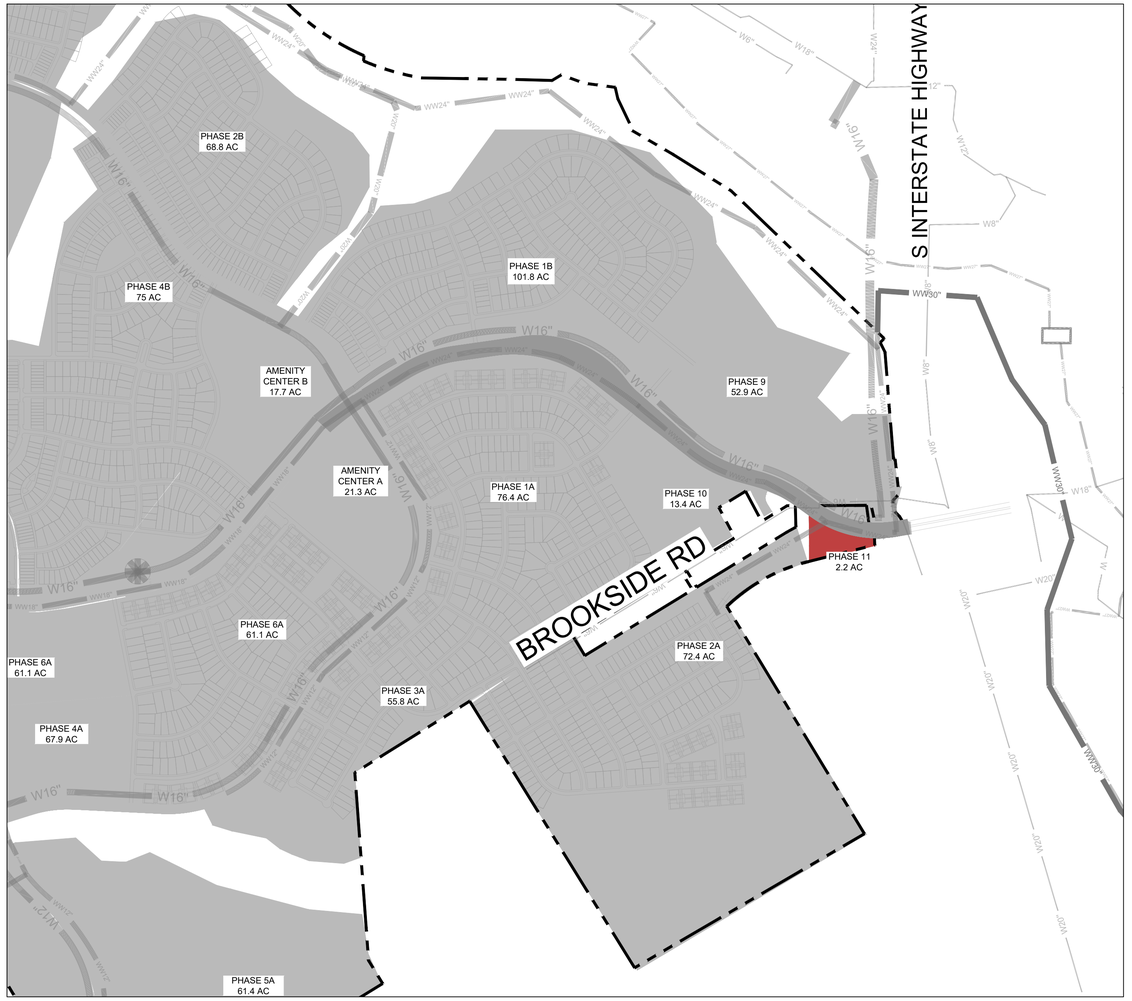
Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
PERIMETER/LARGE RET. WALL	AC	0	$7,500.00	$0.00
INTERNAL/SMALL RET. WALL	AC	0	$2,500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	15%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**





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TBPE #: F-20821
TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 22

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CONSTRUCTION COST ESTIMATE - TRADITIONAL
PHASE 12

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	76.1	$24,100.00	$1,834,010.00
			SUB-TOTAL	**$1,834,010.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	76.1	$23,400.00	$1,780,740.00
			SUB-TOTAL	**$1,780,740.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	76.1	$31,400.00	$2,389,540.00
			SUB-TOTAL	**$2,389,540.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	76.1	$2,500.00	$190,250.00
STREET LIGHT	AC	76.1	$3,300.00	$251,130.00
ELECTRICAL SERVICE	AC	76.1	$7,500.00	$570,750.00
			SUB-TOTAL	**$1,012,130.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	76.1	$46,200.00	$3,515,820.00
			SUB-TOTAL	**$3,515,820.00**

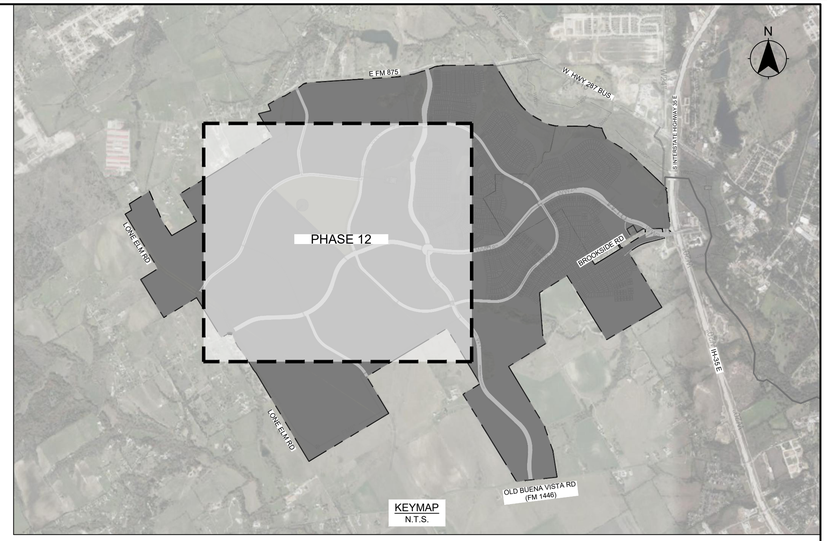
Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	76.1	$30,000.00	$2,283,000.00
EROSION CONTOL	AC	76.1	$500.00	$38,050.00
PERIMETER/LARGE RET. WALL	AC	76.1	$7,500.00	$570,750.00
INTERNAL/SMALL RET. WALL	AC	76.1	$2,500.00	$190,250.00
CLEARING AND GRUBBING	AC	76.1	$1,250.00	$95,125.00
			SUB-TOTAL	**$3,177,175.00**

SUMMARY			
SUM OF CONSTRUCTION COSTS - MMD			$10,532,240.00
CONTINGENCY - MMD		20%	$2,106,448.00
SUB-TOTAL - MMD			**$12,638,688.00**
SUM OF CONSTRUCTION COSTS - PRIVATE			$3,177,175.00
CONTINGENCY - PRIVATE		20%	$635,435.00
SUB-TOTAL - PRIVATE			**$3,812,610.00**
SUM OF CONSTRUCTION COSTS - TOTAL			$13,709,415.00
CONTINGENCY - TOTAL		20%	$2,741,883.00
SUB-TOTAL - TOTAL			**$16,451,298.00**
ENGINEER & SURVEY FEES - MMD		15%	$1,895,803.20
ENGINEER & SURVEY FEES - PRIVATE		15%	$571,891.50
TOTAL FEES, BONDS, CONTINGENCY - MMD			**$4,002,251.20**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE			**$1,207,326.50**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL			**$5,209,577.70**
TOTAL CONSTRUCTION COST			**$18,918,992.70**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 23

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 12

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	3105	$90.00	$279,444.60
TESTING (EXCLUDING GEOTECH.)	LF	3105	$2.50	$7,762.35
TRENCH SAFETY	LF	3105	$2.00	$6,209.88
			SUB-TOTAL	**$293,416.83**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
18" P.V.C. PIPE (0'-10' DEEP)	LF	1981	$115.00	$227,815.00
5' DIA. WW MANHOLE	EA	4	$17,500.00	$70,000.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	1981	$4.00	$7,924.00
TRENCH SAFETY	LF	1981	$2.00	$3,962.00
			SUB-TOTAL	**$311,711.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	3105	$172.00	$534,049.68
6X4 BOX CULVERT	LF	120	$275.00	$33,000.00
6X4 HEADWALL	EA	1	$14,604.00	$14,604.00
			SUB-TOTAL	**$581,653.68**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	6	$6,000.00	$36,000.00
			SUB-TOTAL	**$36,000.00**

Roadway and Paving Cost (MMD)

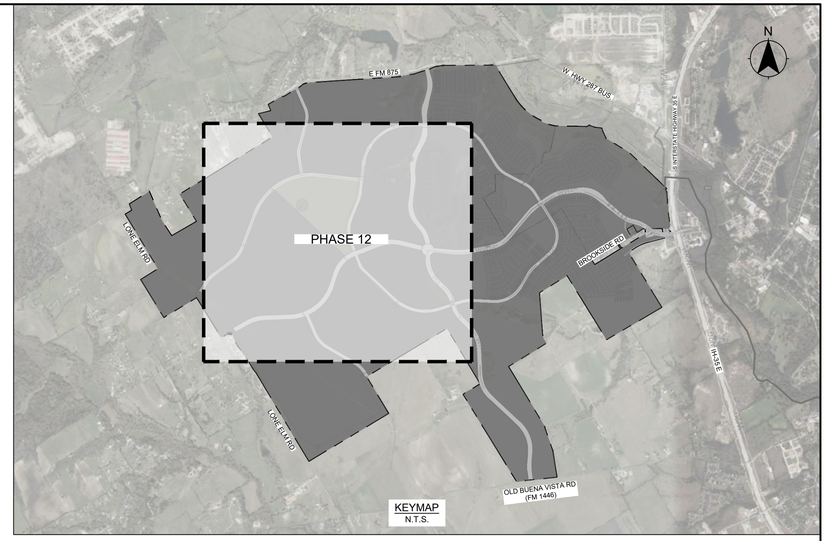
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	14145	$59.50	$841,627.50
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	14835	$3.15	$46,730.25
LIME (36#/SY)	TON	267.0	$335.00	$89,455.05
5' SIDEWALK (4" THICKNESS)	SF	31049	$7.75	$240,629.75
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
CONNECT TO PROP CONCRETE PVMT	LF	49	$25.00	$1,225.00
STRIPING - 4" STRIPE	LF	3105	$2.75	$8,538.59
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	6	$1,500.00	$9,000.00
MEDIAN OPENING	LS	2	$76,300.00	$152,600.00
TURN LANE/DECEL LANE	LS	4	$17,720.00	$71,827.07
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$1,512,633.21**

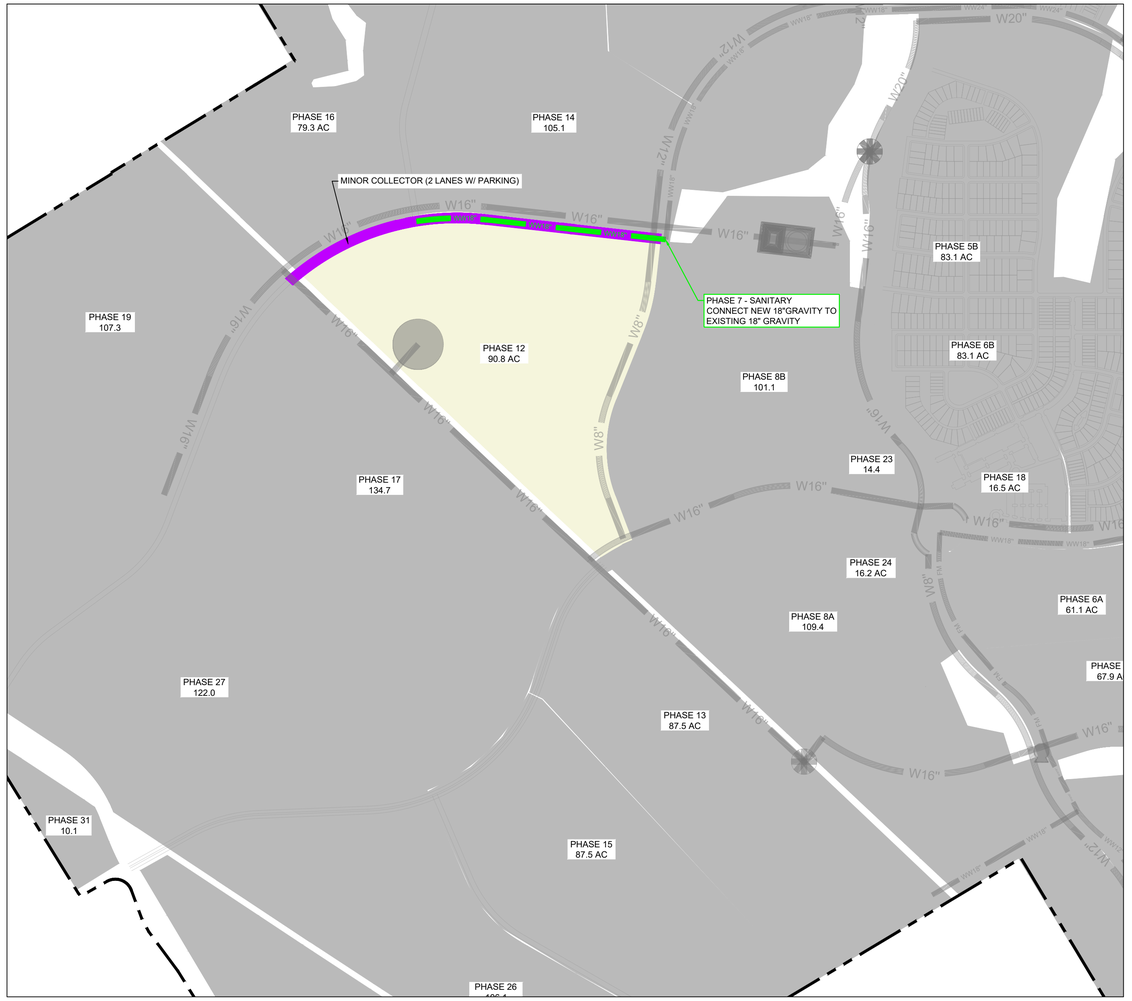
Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	4	$200.00	$856.00
SILT FENCE	LF	6330	$7.15	$45,258.64
CLEARING AND GRUBBING	AC	4.28	$1,250.00	$5,350.00
STREET AND RIGHT-OF-WAY EXCAVATION	CY	13900	$3.00	$41,700.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	14835	$1.25	$18,543.75
			SUB-TOTAL	**$111,708.39**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$2,553,706.28
CONTINGENCY - MMD	20%	$510,741.26
SUB-TOTAL - MMD		**$3,064,447.53**
SUM OF CONSTRUCTION COSTS - PRIVATE		$293,416.83
CONTINGENCY - PRIVATE	20%	$58,683.37
SUB-TOTAL - PRIVATE		**$352,100.20**
SUM OF CONSTRUCTION COSTS - TOTAL		$2,847,123.11
CONTINGENCY - TOTAL	20%	$569,424.62
SUB-TOTAL - TOTAL		**$3,416,547.73**
ENGINEER & SURVEY FEES - MMD	15%	$459,667.13
ENGINEER & SURVEY FEES - PRIVATE	15%	$52,815.03
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$970,408.39**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$111,498.40**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$1,081,906.78**
TOTAL CONSTRUCTION COST		**$3,929,029.89**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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PROJECT NUMBER:
010232001

DRAWN BY:
CK

DATE:
2025/11/01

SHEET:
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CONSTRUCTION COST ESTIMATE - ACTIVE ADULT
PHASE 13

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	94.4	$21,200.00	$2,001,280.00
			SUB-TOTAL	**$2,001,280.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	94.4	$12,000.00	$1,132,800.00
			SUB-TOTAL	**$1,132,800.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	94.4	$26,000.00	$2,454,400.00
			SUB-TOTAL	**$2,454,400.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	94.4	$34,800.00	$3,285,120.00
			SUB-TOTAL	**$3,285,120.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	94.4	$2,250.00	$212,400.00
STREET LIGHT	AC	94.4	$3,000.00	$283,200.00
ELECTRICAL SERVICE	AC	94.4	$6,750.00	$637,200.00
			SUB-TOTAL	**$1,132,800.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	94.4	$43,750.00	$4,130,000.00
COTTAGE COST	AC	94.4	$31,750.00	$2,997,200.00
			SUB-TOTAL	**$7,127,200.00**

Earthwork and E&S Cost (MMD)

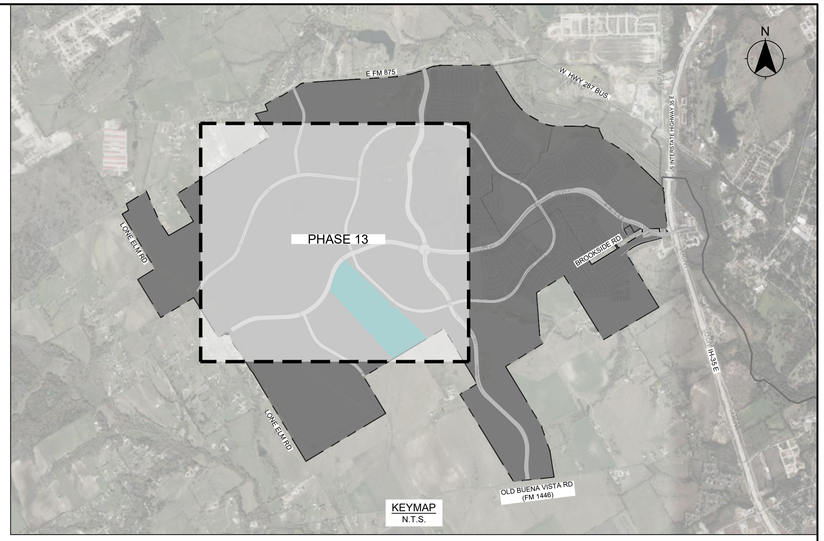
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	94.4	$30,000.00	$2,832,000.00
EROSION CONTOL	AC	94.4	$450.00	$42,480.00
PERIMETER/LARGE RET. WALL	AC	94.4	$15,000.00	$1,416,000.00
INTERNAL/SMALL RET. WALL	AC	94.4	$2,500.00	$236,000.00
CLEARING AND GRUBBING	AC	94.4	$1,250.00	$118,000.00
			SUB-TOTAL	**$4,644,480.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$16,000,800.00
CONTINGENCY - MMD	20%	$3,200,160.00
SUB-TOTAL - MMD		**$19,200,960.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$5,777,280.00
CONTINGENCY - PRIVATE	20%	$1,155,456.00
SUB-TOTAL - PRIVATE		**$6,932,736.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$21,778,080.00
CONTINGENCY - TOTAL	20%	$4,355,616.00
SUB-TOTAL - TOTAL		**$26,133,696.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,880,144.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$1,039,910.40
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$6,080,304.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$2,195,366.40**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$8,275,670.40**
TOTAL CONSTRUCTION COST		**$30,053,750.40**



KEYMAP
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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

N
0 300 600 1200
1"=600'

PROJECT NUMBER: 010232001
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DATE: 2025/11/01
SHEET: 25

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 13

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
16" P.V.C. WATER LINE	LF	1184	$140.00	$165,760.00
FIRE HYDRANT ASSEMBLY	EA	3	$7,500.00	$22,500.00
GATE VALVE (SIZE VARIES)	EA	8	$2,200.00	$17,600.00
TESTING (EXCLUDING GEOTECH.)	LF	1184	$3.00	$3,552.00
TRENCH SAFETY	LF	1184	$0.10	$118.40
			SUB-TOTAL	**$209,530.40**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	1191	$90.00	$107,146.80
TESTING (EXCLUDING GEOTECH.)	LF	1191	$2.50	$2,976.30
TRENCH SAFETY	LF	1191	$2.00	$2,381.04
			SUB-TOTAL	**$112,504.14**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
15" P.V.C. PIPE (0'-10' DEEP)	LF	1234	$97.00	$119,698.00
5' DIA. WW MANHOLE	EA	3	$17,500.00	$52,500.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	1234	$4.00	$4,936.00
TRENCH SAFETY	LF	1234	$2.00	$2,468.00
			SUB-TOTAL	**$181,612.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	1191	$172.00	$204,769.44
			SUB-TOTAL	**$204,769.44**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	2	$6,000.00	$12,000.00
			SUB-TOTAL	**$12,000.00**

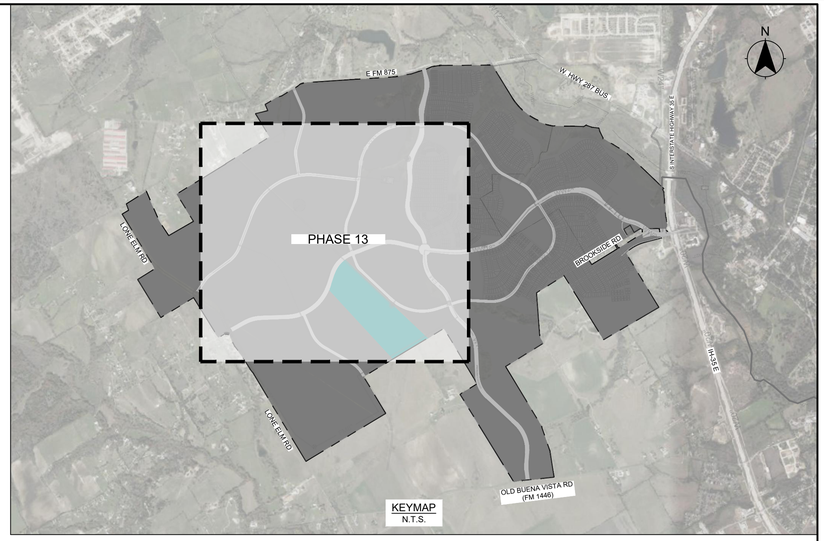
Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	6614	$59.50	$393,533.00
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	8598	$3.15	$27,083.70
LIME (36#/SY)	TON	154.8	$335.00	$51,845.94
15.5 MULTI-PURPOSE TRAIL (6" THICKNESS)	SF	36906	$9.90	$365,369.40
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
CONNECT TO PROP CONCRETE PVMT	LF	63	$25.00	$1,575.00
STRIPING - 4" STRIPE	LF	1191	$2.75	$3,273.93
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	2	$1,500.00	$3,000.00
MEDIAN OPENING	LS	2	$76,300.00	$118,585.74
TURN LANE/DECEL LANE	LS	2	$17,720.00	$27,540.49
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$1,042,807.20**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	3	$200.00	$656.00
SILT FENCE	LF	2621	$7.15	$18,740.44
CLEARING AND GRUBBING	AC	3.28	$1,250.00	$4,100.00
STREET AND RIGHT-OF-WAY EXCAVATION	CY	10600	$3.00	$31,800.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	8598	$1.25	$10,747.50
			SUB-TOTAL	**$66,043.94**

CONTINGENCY - MMD	20%	$343,352.59
SUB-TOTAL - MMD		**$2,060,115.57**
SUM OF CONSTRUCTION COSTS - PRIVATE		$112,504.14
CONTINGENCY - PRIVATE	20%	$22,500.83
SUB-TOTAL - PRIVATE		**$135,004.97**
SUM OF CONSTRUCTION COSTS - TOTAL		$1,829,267.11
CONTINGENCY - TOTAL	20%	$365,853.42
SUB-TOTAL - TOTAL		**$2,195,120.54**
ENGINEER & SURVEY FEES - MMD	15%	$309,017.34
ENGINEER & SURVEY FEES - PRIVATE	15%	$20,250.75
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$652,369.93**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$42,751.57**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$695,121.50**
TOTAL CONSTRUCTION COST		**$2,524,388.62**



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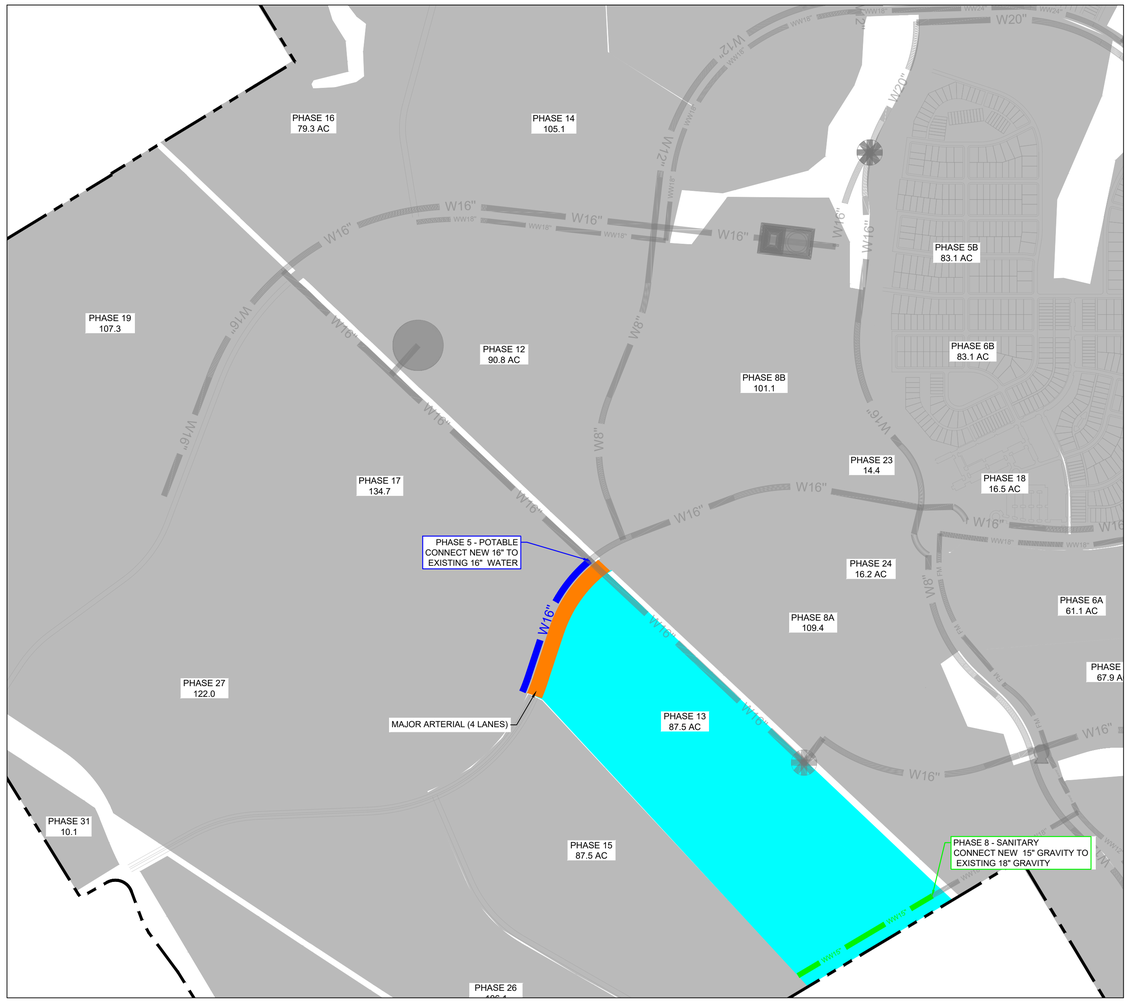

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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER:
010232001

DRAWN BY:
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DATE:
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CONSTRUCTION COST ESTIMATE - TRADITIONAL
PHASE 14

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	100.2	$24,100.00	$2,414,820.00
			SUB-TOTAL	**$2,414,820.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	100.2	$23,400.00	$2,344,680.00
			SUB-TOTAL	**$2,344,680.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	100.2	$31,400.00	$3,146,280.00
DETENTION CONTROL STRUCTURE	EA	1	$20,000.00	$20,000.00
DETENTION POND	AC	1.79	$40,000.00	$71,600.00
			SUB-TOTAL	**$3,237,880.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	100.2	$2,500.00	$250,500.00
STREET LIGHT	AC	100.2	$3,300.00	$330,660.00
ELECTRICAL SERVICE	AC	100.2	$7,500.00	$751,500.00
			SUB-TOTAL	**$1,332,660.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	100.2	$46,200.00	$4,629,240.00
			SUB-TOTAL	**$4,629,240.00**

Earthwork and E&S Cost (MMD)

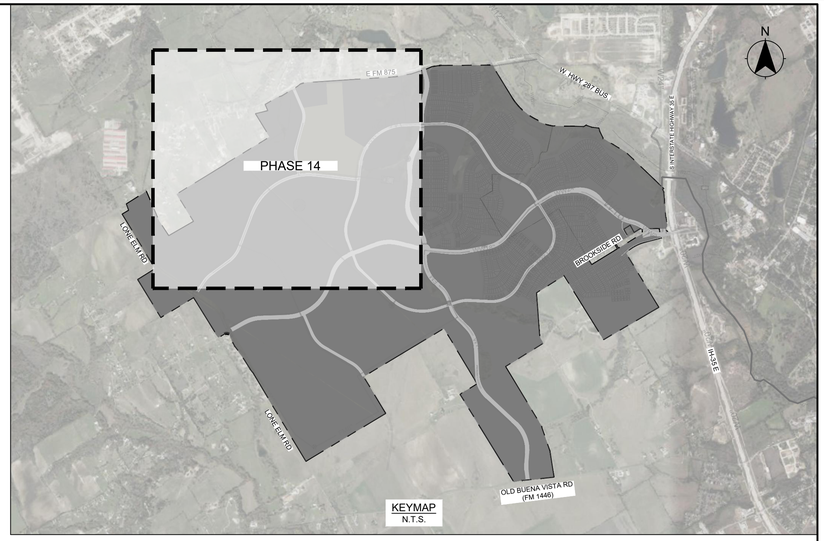
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

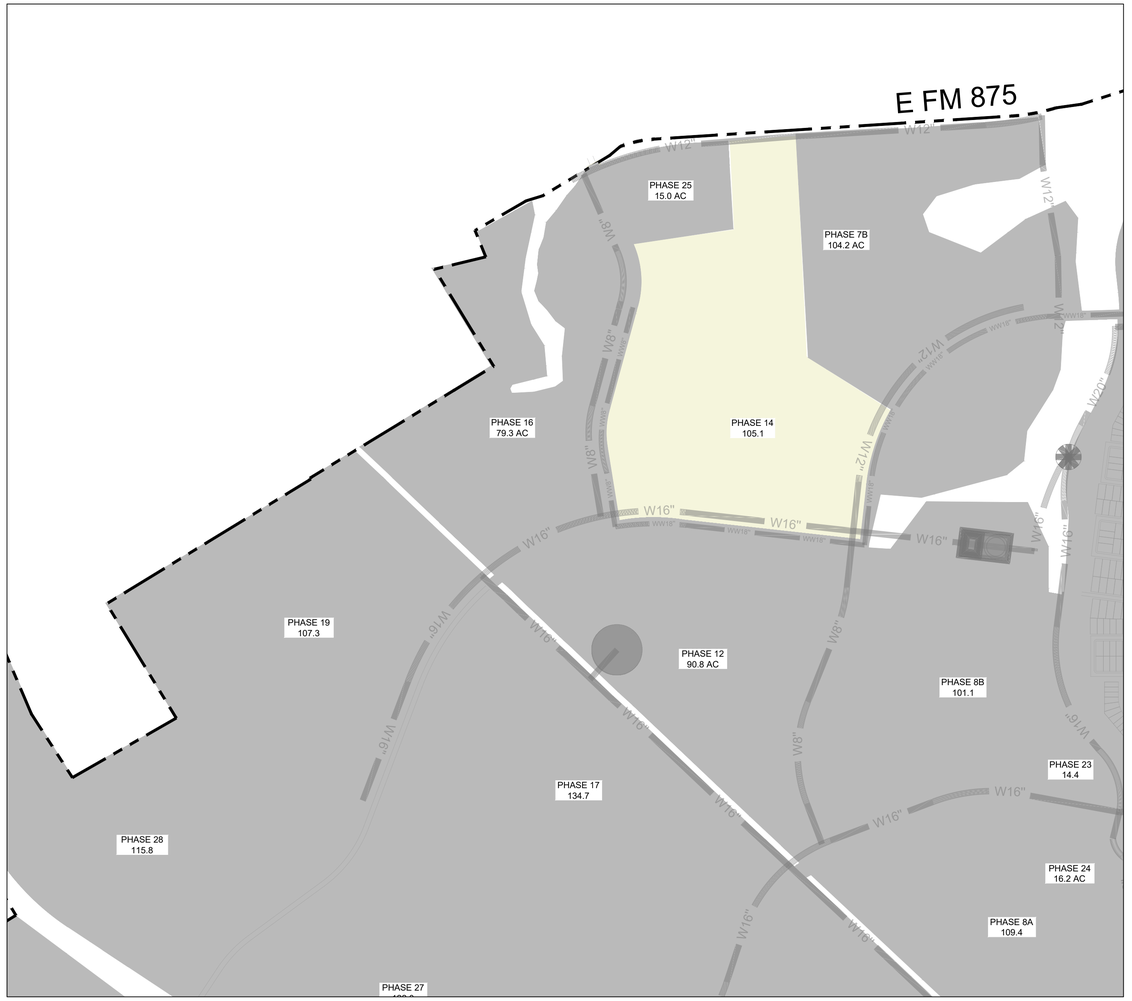
Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	100.2	$30,000.00	$3,006,000.00
EROSION CONTOL	AC	100.2	$500.00	$50,100.00
PERIMETER/LARGE RET. WALL	AC	100.2	$7,500.00	$751,500.00
INTERNAL/SMALL RET. WALL	AC	100.2	$2,500.00	$250,500.00
CLEARING AND GRUBBING	AC	100.2	$1,250.00	$125,250.00
			SUB-TOTAL	**$4,183,350.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$13,959,280.00
CONTINGENCY - MMD	20%	$2,791,856.00
SUB-TOTAL - MMD		**$16,751,136.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$4,183,350.00
CONTINGENCY - PRIVATE	20%	$836,670.00
SUB-TOTAL - PRIVATE		**$5,020,020.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$18,142,630.00
CONTINGENCY - TOTAL	20%	$3,628,526.00
SUB-TOTAL - TOTAL		**$21,771,156.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,512,670.40
ENGINEER & SURVEY FEES - PRIVATE	15%	$753,003.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$5,304,526.40**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,589,673.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$6,894,199.40**
TOTAL CONSTRUCTION COST		**$25,036,829.40**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER:
010232001

DRAWN BY:
CK

DATE:
2025/11/01

SHEET:
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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 14

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE	LF	2816	$70.00	$197,120.00
16" P.V.C. WATER LINE	LF	1136	$140.00	$159,040.00
FIRE HYDRANT ASSEMBLY	EA	9	$7,500.00	$67,500.00
GATE VALVE (SIZE VARIES)	EA	14	$2,200.00	$30,800.00
TESTING (EXCLUDING GEOTECH.)	LF	3952	$3.00	$11,856.00
TRENCH SAFETY	LF	3952	$0.10	$395.20
			SUB-TOTAL	**$466,711.20**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	2951	$90.00	$265,602.60
TESTING (EXCLUDING GEOTECH.)	LF	2951	$2.50	$7,377.85
TRENCH SAFETY	LF	2951	$2.00	$5,902.28
			SUB-TOTAL	**$278,882.73**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. PIPE (0'-10' DEEP)		1780	$62.00	$110,360.00
4' DIA. WW MANHOLE	EA	4	$7,800.00	$31,200.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	1780	$4.00	$7,120.00
TRENCH SAFETY	LF	1780	$2.00	$3,560.00
			SUB-TOTAL	**$154,250.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	2951	$172.00	$507,596.08
5X4 BOX CULVERT	LF	120	$255.00	$30,600.00
5X4 HEADWALL	EA	1	$12,148.00	$12,148.00
			SUB-TOTAL	**$550,344.08**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	5	$6,000.00	$30,000.00
			SUB-TOTAL	**$30,000.00**

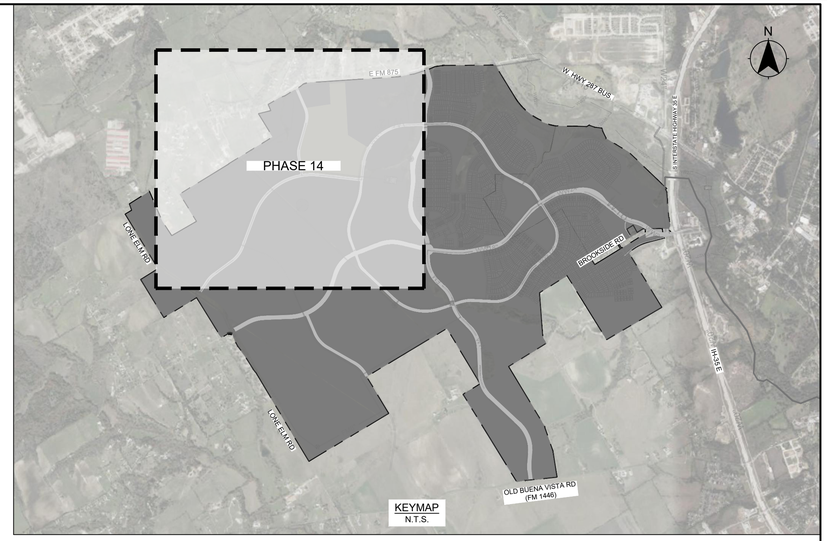
Roadway and Paving Cost (MMD)

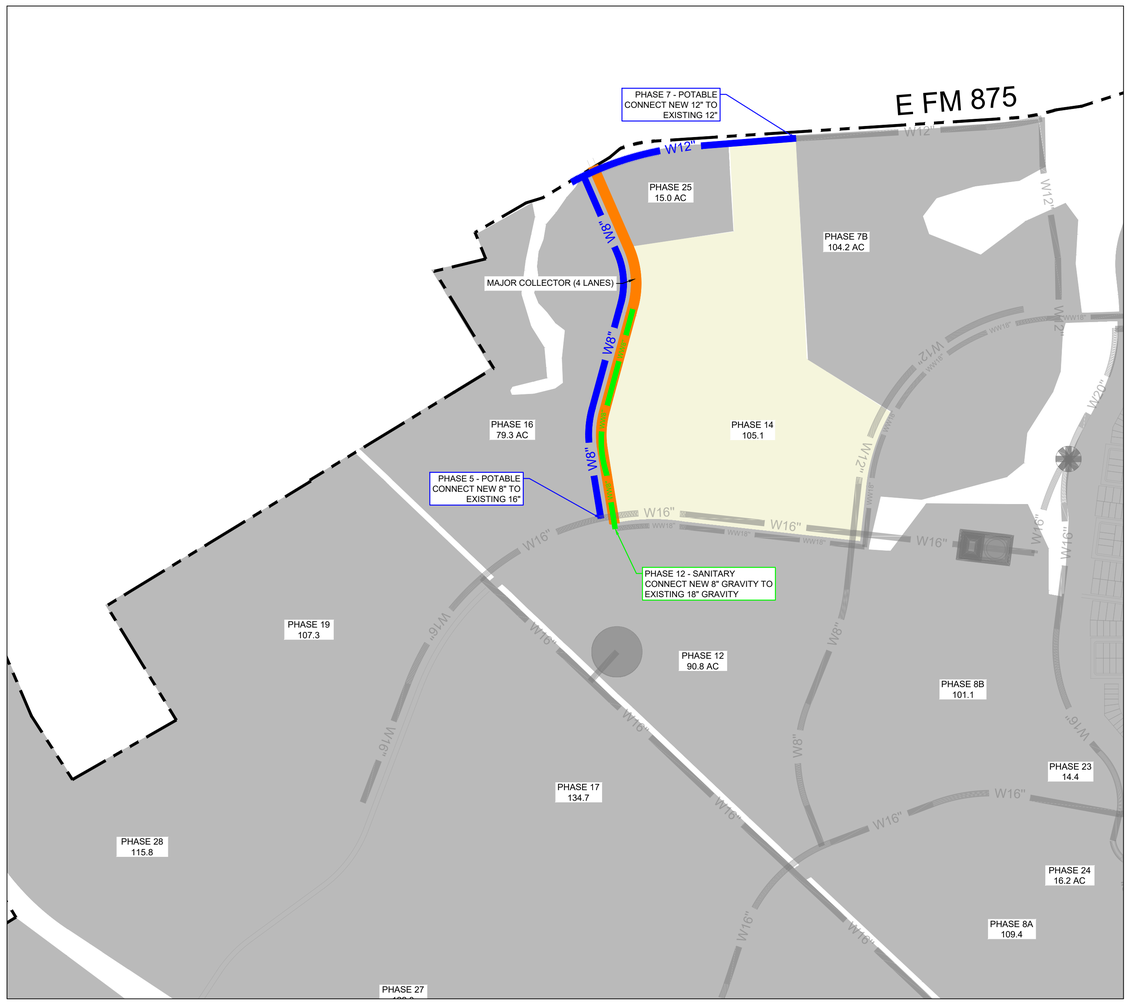
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	16067	$59.50	$955,986.50
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	16723	$3.15	$52,677.45
LIME (36#/SY)	TON	301.0	$335.00	$100,839.69
6' SIDEWALK (4" THICKNESS)	SF	35414	$7.75	$274,458.50
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
CONNECT TO PROP CONCRETE PVMT	LF	21	$25.00	$525.00
STRIPING - 4" STRIPE	LF	2951	$2.75	$8,115.64
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	5	$1,500.00	$7,500.00
MEDIAN OPENING	LS	2	$76,300.00	$152,600.00
TURN LANE/DECEL LANE	LS	4	$17,720.00	$68,269.19
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$1,671,971.97**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	4	$200.00	$856.00
SILT FENCE	LF	6330	$7.15	$45,258.64
CLEARING AND GRUBBING	AC	4.28	$1,250.00	$5,350.00
STREET AND RIGHT-OF-WAY EXCAVATION	CY	13900	$3.00	$41,700.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	14835	$1.25	$18,543.75
			SUB-TOTAL	**$111,708.39**

CONTINGENCY - MMD	20%	$596,997.13
SUB-TOTAL - MMD		**$3,581,982.77**
SUM OF CONSTRUCTION COSTS - PRIVATE		$278,882.73
CONTINGENCY - PRIVATE	20%	$55,776.55
SUB-TOTAL - PRIVATE		**$334,659.28**
SUM OF CONSTRUCTION COSTS - TOTAL		$3,263,868.37
CONTINGENCY - TOTAL	20%	$652,773.67
SUB-TOTAL - TOTAL		**$3,916,642.04**
ENGINEER & SURVEY FEES - MMD	15%	$537,297.41
ENGINEER & SURVEY FEES - PRIVATE	15%	$50,198.89
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$1,134,294.54**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$105,975.44**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$1,240,269.98**
TOTAL CONSTRUCTION COST		**$4,504,138.35**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 28

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CONSTRUCTION COST ESTIMATE - ACTIVE ADULT
PHASE 15

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	78.9	$21,200.00	$1,672,680.00
			SUB-TOTAL	**$1,672,680.00**

Note: Water lines include all fittings

Purple Pipe Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
IRRIGATION SYSTEM MAIN	AC	78.9	$12,000.00	$946,800.00
			SUB-TOTAL	**$946,800.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	78.9	$26,000.00	$2,051,400.00
			SUB-TOTAL	**$2,051,400.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	78.9	$34,800.00	$2,745,720.00
			SUB-TOTAL	**$2,745,720.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	78.9	$2,250.00	$177,525.00
STREET LIGHT	AC	78.9	$3,000.00	$236,700.00
ELECTRICAL SERVICE	AC	78.9	$6,750.00	$532,575.00
			SUB-TOTAL	**$946,800.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	78.9	$43,750.00	$3,451,875.00
COTTAGE COST	AC	78.9	$31,750.00	$2,505,075.00
			SUB-TOTAL	**$5,956,950.00**

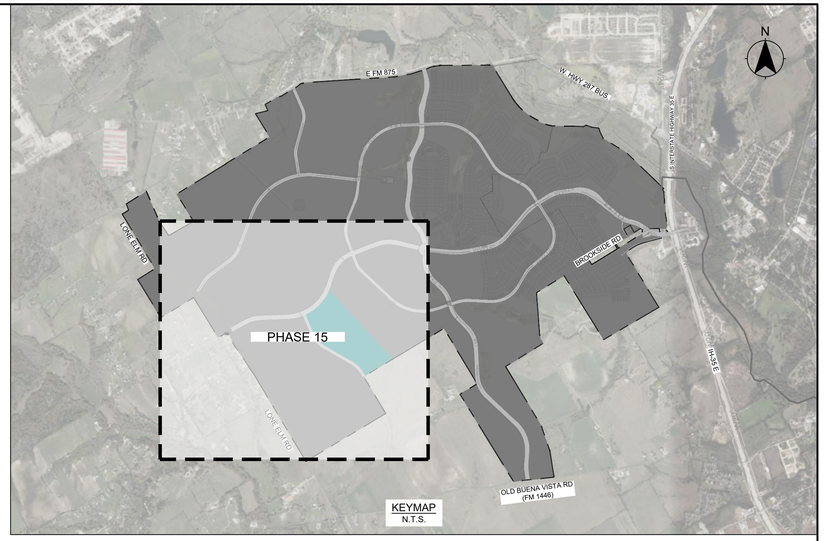
Earthwork and E&S Cost (MMD)

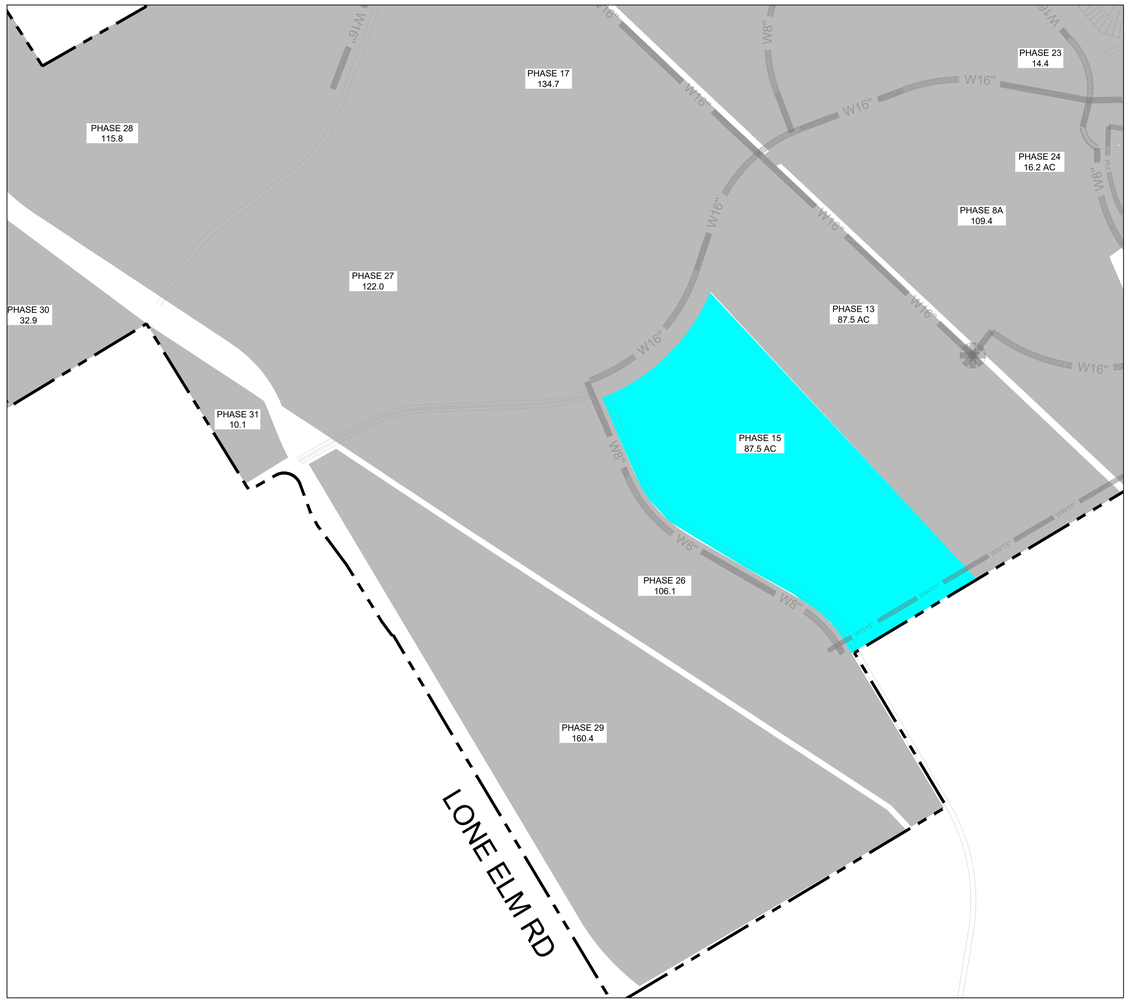
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$450.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	78.9	$30,000.00	$2,367,000.00
EROSION CONTOL	AC	78.9	$450.00	$35,505.00
PERIMETER/LARGE RET. WALL	AC	78.9	$15,000.00	$1,183,500.00
INTERNAL/SMALL RET. WALL	AC	78.9	$2,500.00	$197,250.00
CLEARING AND GRUBBING	AC	78.9	$1,250.00	$98,625.00
			SUB-TOTAL	**$3,881,880.00**

SUMMARY		
SUM OF CONSTRUCTION COSTS - MMD		$13,373,550.00
CONTINGENCY - MMD	20%	$2,674,710.00
SUB-TOTAL - MMD		**$16,048,260.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$4,828,680.00
CONTINGENCY - PRIVATE	20%	$965,736.00
SUB-TOTAL - PRIVATE		**$5,794,416.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$18,202,230.00
CONTINGENCY - TOTAL	20%	$3,640,446.00
SUB-TOTAL - TOTAL		**$21,842,676.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,407,239.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$869,162.40
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$5,081,949.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,834,898.40**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$6,916,847.40**
TOTAL CONSTRUCTION COST		**$25,119,077.40**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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1"=600'

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 29

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 15

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. WATER LINE	LF	3070	$70.00	$214,900.00
16" P.V.C. WATER LINE	LF	1136	$140.00	$159,040.00
FIRE HYDRANT ASSEMBLY	EA	10	$7,500.00	$75,000.00
GATE VALVE (SIZE VARIES)	EA	15	$2,200.00	$33,000.00
TESTING (EXCLUDING GEOTECH.)	LF	4206	$3.00	$12,618.00
TRENCH SAFETY	LF	4206	$0.10	$420.60
			SUB-TOTAL	**$494,978.60**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	1226	$90.00	$110,353.50
TESTING (EXCLUDING GEOTECH.)	LF	1226	$2.50	$3,065.38
TRENCH SAFETY	LF	1226	$2.00	$2,452.30
			SUB-TOTAL	**$115,871.18**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
15" P.V.C. PIPE (0'-10' DEEP)		1279	$97.00	$124,063.00
5' DIA. WW MANHOLE	EA	3	$17,500.00	$52,500.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	1279	$4.00	$5,116.00
TRENCH SAFETY	LF	1279	$2.00	$2,558.00
			SUB-TOTAL	**$186,247.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	1226	$172.00	$210,897.80
4X4 BOX CULVERT	LF	120	$240.00	$28,800.00
4X4 HEADWALL	EA	1	$5,500.00	$5,500.00
			SUB-TOTAL	**$245,197.80**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	3	$6,000.00	$18,000.00
			SUB-TOTAL	**$18,000.00**

Roadway and Paving Cost (MMD)

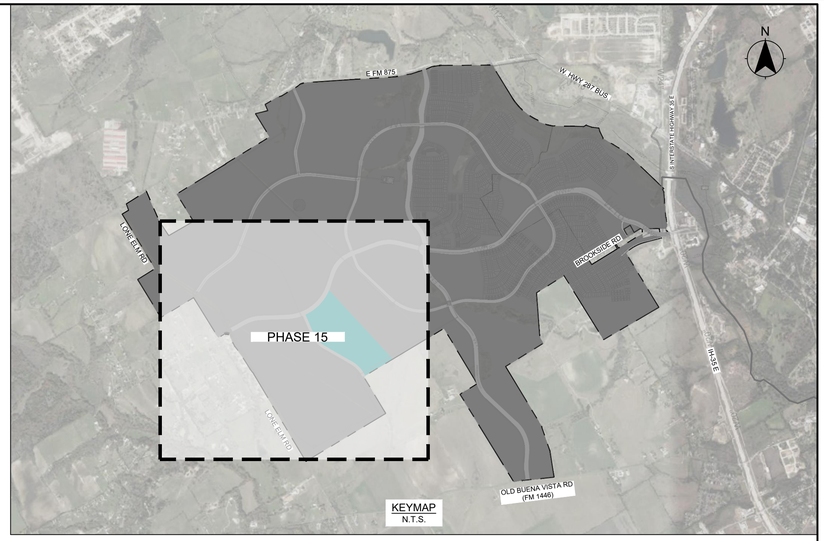
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	6812	$59.50	$405,314.00
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	8856	$3.15	$27,896.40
LIME (36#/SY)	TON	159.4	$335.00	$53,401.68
15.5 MULTI-PURPOSE TRAIL (6" THICKNESS)	SF	38011	$9.90	$376,308.90
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
CONNECT TO PROP CONCRETE PVMT	LF	63	$25.00	$1,575.00
STRIPING - 4" STRIPE	LF	1226	$2.75	$3,371.91
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	3	$1,500.00	$4,500.00
MEDIAN OPENING	LS	2	$76,300.00	$122,134.78
TURN LANE/DECEL LANE	LS	2	$17,720.00	$28,364.72
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$1,073,867.40**

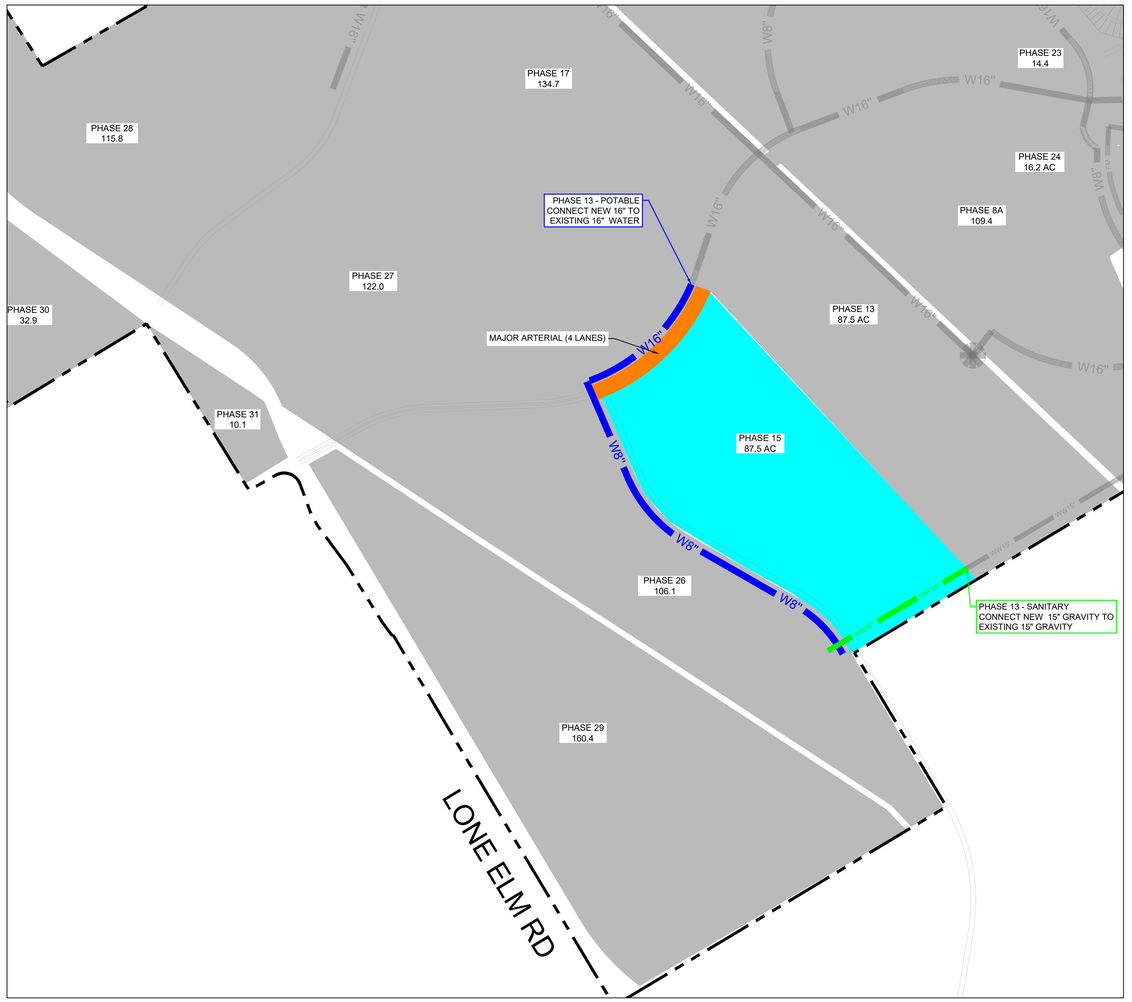
Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	3	$200.00	$676.00
SILT FENCE	LF	2692	$7.15	$19,249.95
CLEARING AND GRUBBING	AC	3.38	$1,250.00	$4,225.00
STREET AND RIGHT-OF-WAY EXCAVATION	CY	11000	$3.00	$33,000.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	8856	$1.25	$11,070.00
			SUB-TOTAL	**$68,220.95**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$2,086,511.75
CONTINGENCY - MMD	20%	$417,302.35
SUB-TOTAL - MMD		**$2,503,814.09**
SUM OF CONSTRUCTION COSTS - PRIVATE		$115,871.18
CONTINGENCY - PRIVATE	20%	$23,174.24
SUB-TOTAL - PRIVATE		**$139,045.41**
SUM OF CONSTRUCTION COSTS - TOTAL		$2,202,382.92
CONTINGENCY - TOTAL	20%	$440,476.58
SUB-TOTAL - TOTAL		**$2,642,859.50**
ENGINEER & SURVEY FEES - MMD	15%	$375,572.11
ENGINEER & SURVEY FEES - PRIVATE	15%	$20,856.81
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$792,874.46**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$44,031.05**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$836,905.51**
TOTAL CONSTRUCTION COST		**$3,039,288.43**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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0 300 600 1200
1"=600'

PROJECT NUMBER:
010232001

DRAWN BY:
CK

DATE:
2025/11/01

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CONSTRUCTION COST ESTIMATE - TRADITIONAL
PHASE 16

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	79.3	$24,100.00	$1,911,130.00
			SUB-TOTAL	**$1,911,130.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	79.3	$23,400.00	$1,855,620.00
			SUB-TOTAL	**$1,855,620.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	79.3	$31,400.00	$2,490,020.00
DETENTION CONTROL STRUCTURE	EA	2	$20,000.00	$40,000.00
DETENTION POND	AC	17.92	$40,000.00	$716,800.00
			SUB-TOTAL	**$3,246,820.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	79.3	$2,500.00	$198,250.00
STREET LIGHT	AC	79.3	$3,300.00	$261,690.00
ELECTRICAL SERVICE	AC	79.3	$7,500.00	$594,750.00
			SUB-TOTAL	**$1,054,690.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	79.3	$46,200.00	$3,663,660.00
			SUB-TOTAL	**$3,663,660.00**

Earthwork and E&S Cost (MMD)

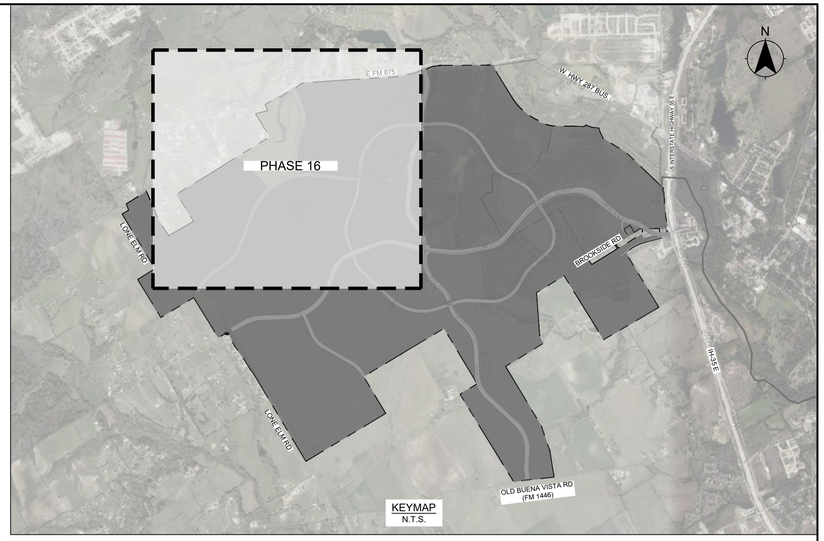
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

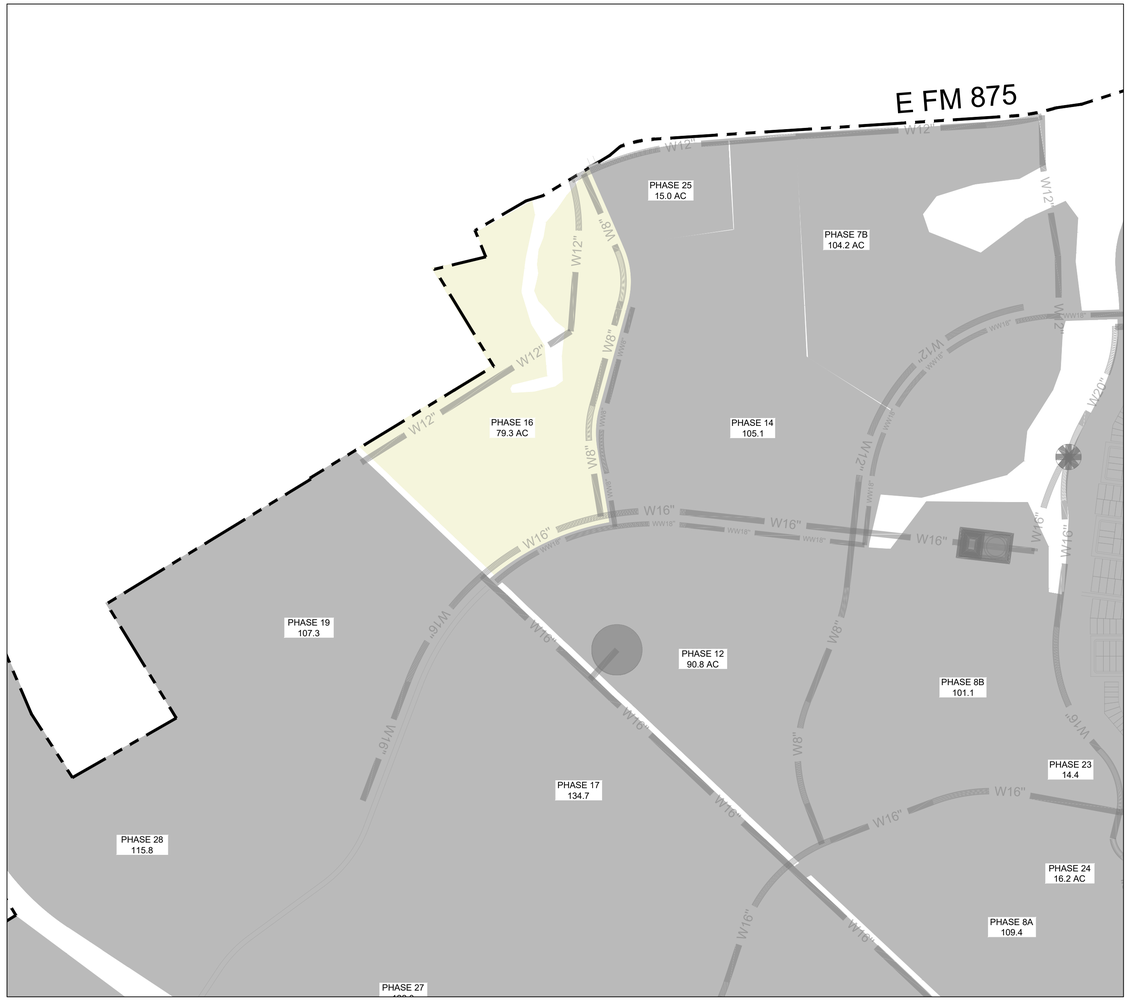
Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	79.3	$30,000.00	$2,379,000.00
EROSION CONTOL	AC	79.3	$500.00	$39,650.00
PERIMETER/LARGE RET. WALL	AC	79.3	$15,000.00	$1,189,500.00
INTERNAL/SMALL RET. WALL	AC	79.3	$2,500.00	$198,250.00
CLEARING AND GRUBBING	AC	79.3	$1,250.00	$99,125.00
			SUB-TOTAL	**$3,905,525.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$11,731,920.00
CONTINGENCY - MMD	20%	$2,346,384.00
SUB-TOTAL - MMD		**$14,078,304.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$3,905,525.00
CONTINGENCY - PRIVATE	20%	$781,105.00
SUB-TOTAL - PRIVATE		**$4,686,630.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$15,637,445.00
CONTINGENCY - TOTAL	20%	$3,127,489.00
SUB-TOTAL - TOTAL		**$18,764,934.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,111,745.60
ENGINEER & SURVEY FEES - PRIVATE	15%	$702,994.50
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$4,458,129.60**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,484,099.50**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$5,942,229.10**
TOTAL CONSTRUCTION COST		**$21,579,674.10**





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TBPE #: F-20821
TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

N

0 300 600 1200
1"=600'

PROJECT NUMBER:
010232001

DRAWN BY:
CK

DATE:
2025/11/01

SHEET:
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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 16

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. WATER LINE	LF	3161	$120.00	$379,320.00
FIRE HYDRANT ASSEMBLY	EA	7	$7,500.00	$52,500.00
GATE VALVE (SIZE VARIES)	EA	12	$2,200.00	$26,400.00
TESTING (EXCLUDING GEOTECH.)	LF	3161	$3.00	$9,483.00
TRENCH SAFETY	LF	3161	$0.10	$316.10
			SUB-TOTAL	**$468,019.10**

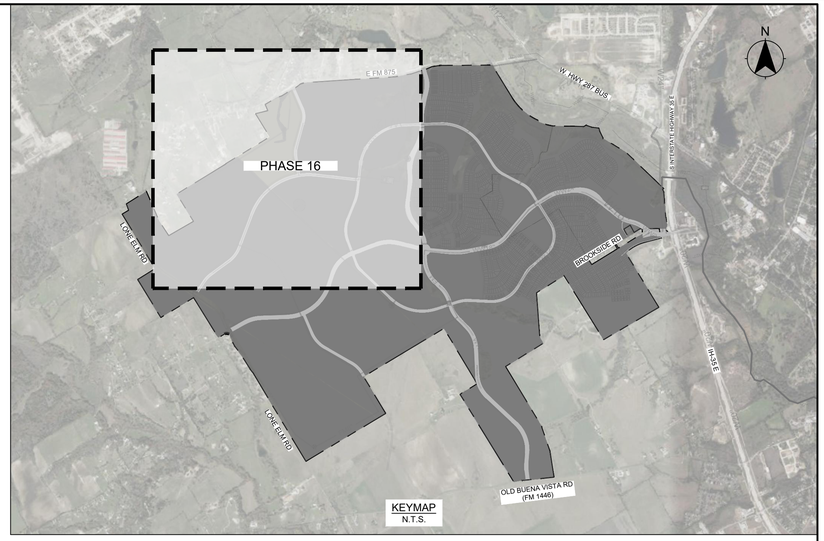
Note: Water lines include all fittings

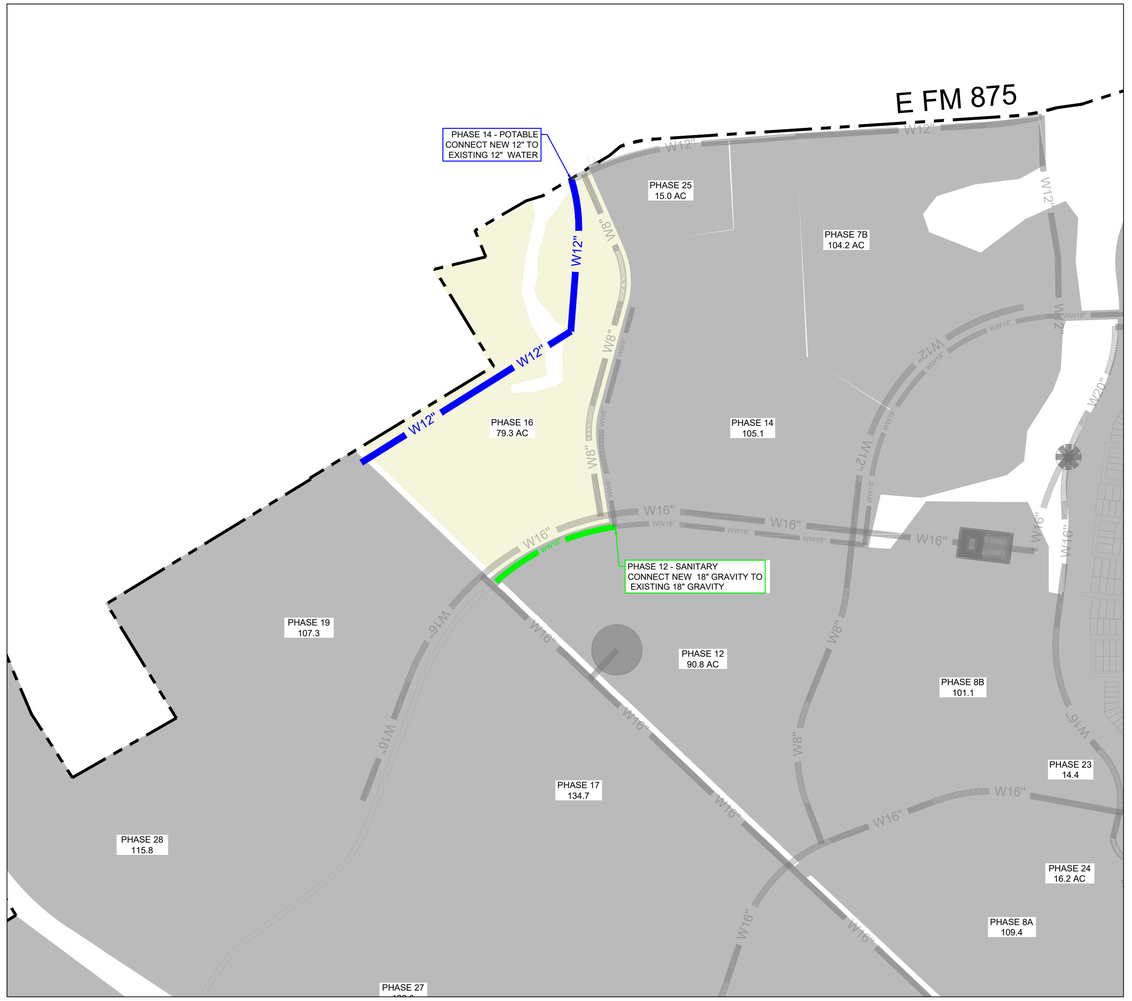
Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. PIPE (0'-10' DEEP)	LF	1053	$80.00	$84,240.00
5' DIA. WW MANHOLE	EA	3	$17,500.00	$52,500.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	1053	$4.00	$4,212.00
TRENCH SAFETY	LF	1053	$2.00	$2,106.00
			SUB-TOTAL	**$145,068.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$613,087.10
CONTINGENCY - MMD	20%	$122,617.42
SUB-TOTAL - MMD		**$735,704.52**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$613,087.10
CONTINGENCY - TOTAL	20%	$122,617.42
SUB-TOTAL - TOTAL		**$735,704.52**
ENGINEER & SURVEY FEES - MMD	15%	$110,355.68
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$232,973.10**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$232,973.10**
TOTAL CONSTRUCTION COST		**$846,060.20**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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0 300 600 1200
1"=600'

PROJECT NUMBER:
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CONSTRUCTION COST ESTIMATE - FLEX
PHASE 17

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	134.7	$24,100.00	$3,246,270.00
			SUB-TOTAL	**$3,246,270.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	134.7	$23,400.00	$3,151,980.00
			SUB-TOTAL	**$3,151,980.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	134.7	$31,400.00	$4,229,580.00
			SUB-TOTAL	**$4,229,580.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	134.7	$2,500.00	$336,750.00
STREET LIGHT	AC	134.7	$3,300.00	$444,510.00
ELECTRICAL SERVICE	AC	134.7	$7,500.00	$1,010,250.00
			SUB-TOTAL	**$1,791,510.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	134.7	$46,200.00	$6,223,140.00
			SUB-TOTAL	**$6,223,140.00**

Earthwork and E&S Cost (MMD)

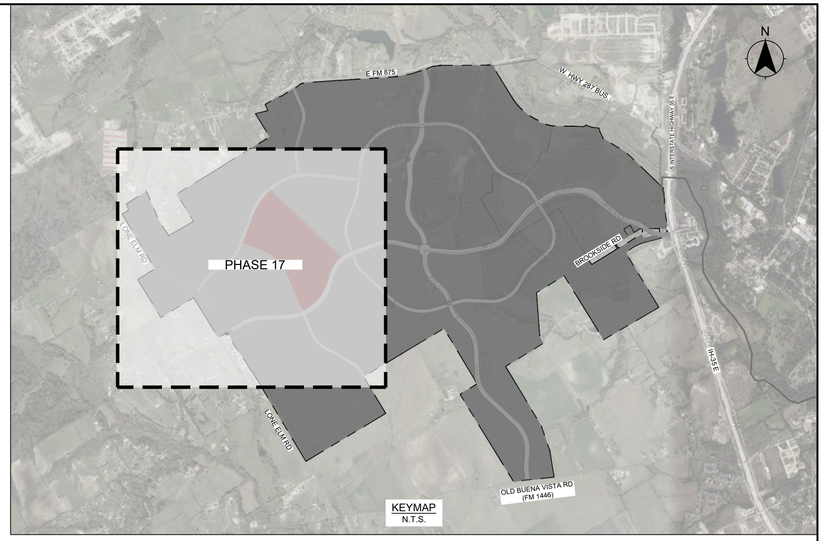
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

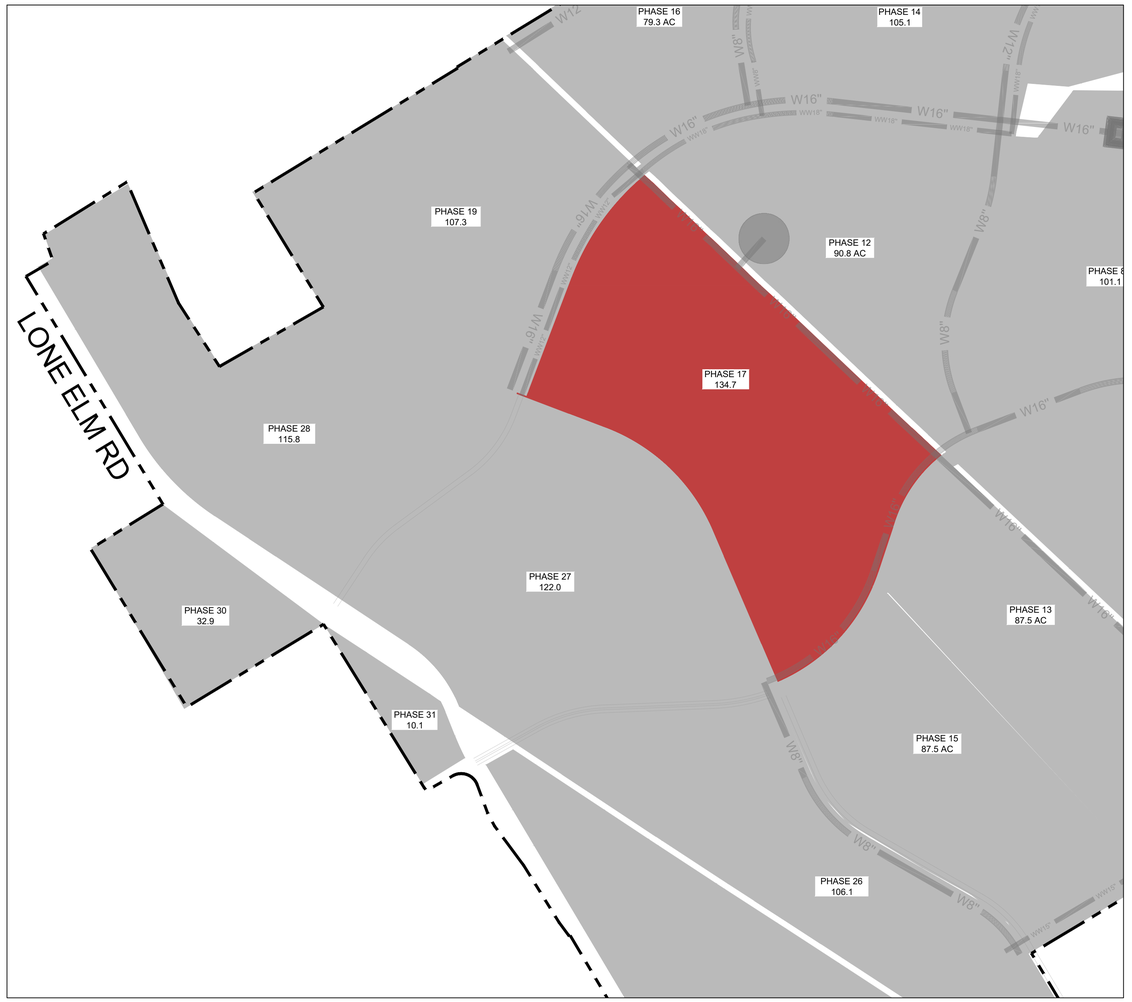
Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	134.7	$30,000.00	$4,041,000.00
EROSION CONTOL	AC	134.7	$500.00	$67,350.00
PERIMETER/LARGE RET. WALL	AC	134.7	$7,500.00	$1,010,250.00
INTERNAL/SMALL RET. WALL	AC	134.7	$2,500.00	$336,750.00
CLEARING AND GRUBBING	AC	134.7	$1,250.00	$168,375.00
			SUB-TOTAL	**$5,623,725.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$18,642,480.00
CONTINGENCY - MMD	20%	$3,728,496.00
SUB-TOTAL - MMD		**$22,370,976.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$5,623,725.00
CONTINGENCY - PRIVATE	20%	$1,124,745.00
SUB-TOTAL - PRIVATE		**$6,748,470.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$24,266,205.00
CONTINGENCY - TOTAL	20%	$4,853,241.00
SUB-TOTAL - TOTAL		**$29,119,446.00**
ENGINEER & SURVEY FEES - MMD	15%	$3,355,646.40
ENGINEER & SURVEY FEES - PRIVATE	15%	$1,012,270.50
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$7,084,142.40**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$2,137,015.50**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$9,221,157.90**
TOTAL CONSTRUCTION COST		**$33,487,362.90**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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1"=600'

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 17

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	1965	$90.00	$176,837.40
TESTING (EXCLUDING GEOTECH.)	LF	1965	$2.50	$4,912.15
TRENCH SAFETY	LF	1965	$2.00	$3,929.72
			SUB-TOTAL	**$185,679.27**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. PIPE (0'-10' DEEP)	LF	2063	$80.00	$165,040.00
5' DIA. WW MANHOLE	EA	5	$17,500.00	$87,500.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	2063	$4.00	$8,252.00
TRENCH SAFETY	LF	2063	$2.00	$4,126.00
			SUB-TOTAL	**$266,928.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	1965	$172.00	$337,955.92
			SUB-TOTAL	**$337,955.92**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	4	$6,000.00	$24,000.00
			SUB-TOTAL	**$24,000.00**

Roadway and Paving Cost (MMD)

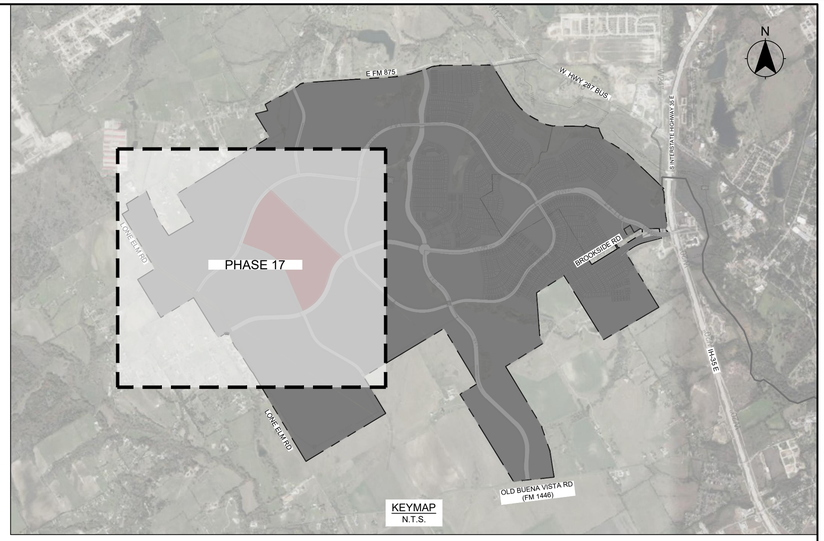
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	8951	$59.50	$532,584.50
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	9388	$3.15	$29,572.20
LIME (36#/SY)	TON	169.0	$335.00	$56,609.64
5' SIDEWALK (4" THICKNESS)	SF	19649	$7.75	$152,279.75
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
CONNECT TO PROP CONCRETE PVMT	LF	41	$25.00	$1,025.00
STRIPING - 4" STRIPE	LF	1965	$2.75	$5,403.37
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	4	$1,500.00	$6,000.00
MEDIAN OPENING	LS	1	$76,300.00	$76,300.00
TURN LANE/DECEL LANE	LS	3	$17,720.00	$45,453.42
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$956,227.87**

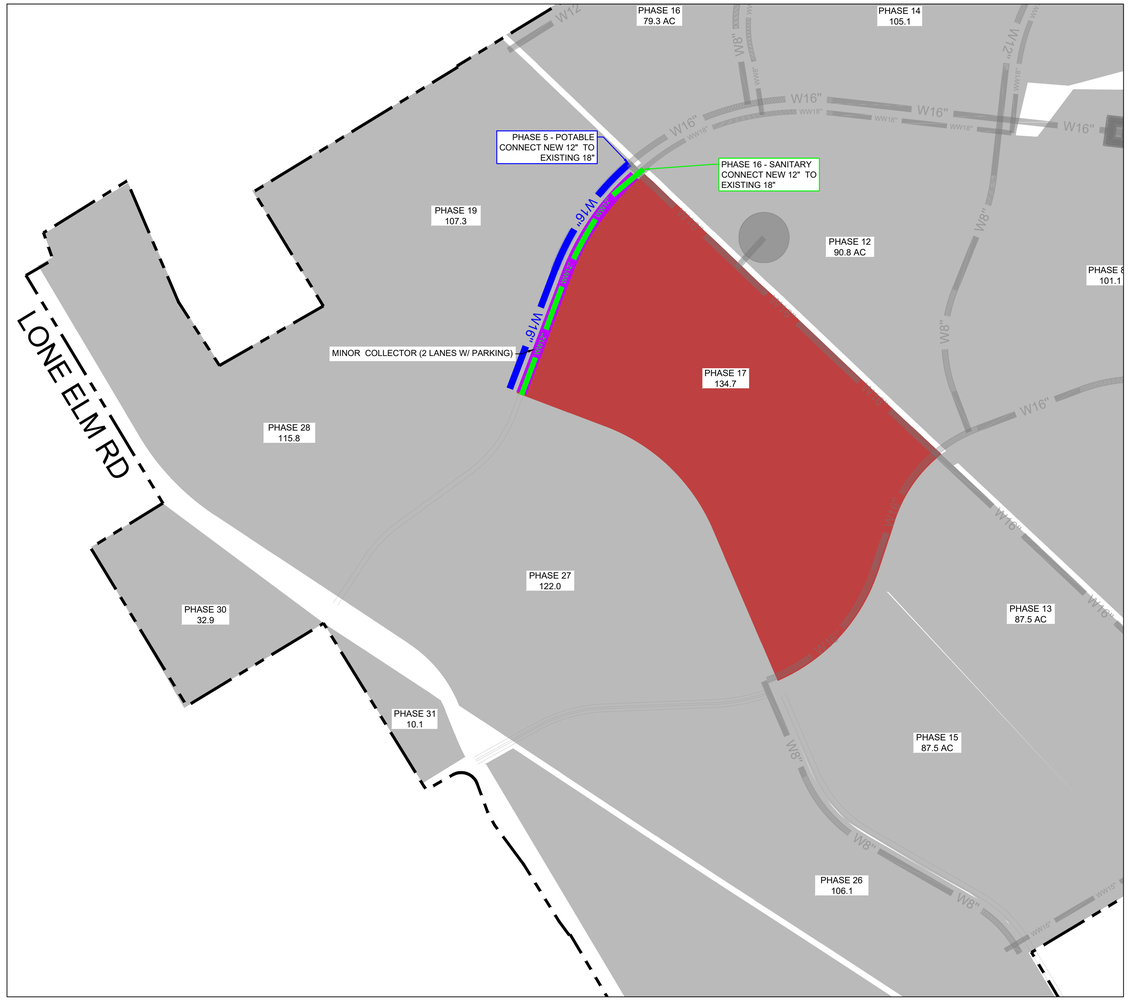
Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	2.71	$200.00	$542.00
SILT FENCE	LF	4050	$7.15	$28,955.50
CLEARING AND GRUBBING	AC	2.71	$1,250.00	$3,387.50
STREET AND RIGHT-OF-WAY EXCAVATION	CY	8800	$3.00	$26,400.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	9388	$1.25	$11,735.00
			SUB-TOTAL	**$71,020.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$1,656,131.79
CONTINGENCY - MMD	20%	$331,226.36
SUB-TOTAL - MMD		**$1,987,358.15**
SUM OF CONSTRUCTION COSTS - PRIVATE		$185,679.27
CONTINGENCY - PRIVATE	20%	$37,135.85
SUB-TOTAL - PRIVATE		**$222,815.12**
SUM OF CONSTRUCTION COSTS - TOTAL		$1,841,811.06
CONTINGENCY - TOTAL	20%	$368,362.21
SUB-TOTAL - TOTAL		**$2,210,173.27**
ENGINEER & SURVEY FEES - MMD	15%	$298,103.72
ENGINEER & SURVEY FEES - PRIVATE	15%	$33,422.27
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$629,330.08**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$70,558.12**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$699,888.20**
TOTAL CONSTRUCTION COST		**$2,541,699.27**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
DRAWN BY: CK
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CONSTRUCTION COST ESTIMATE - MIXED USE
PHASE 18

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	15%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**





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WAXAHACHIE, TEXAS

TITLE

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CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
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CONSTRUCTION COST ESTIMATE - FLEX
PHASE 19

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	107.3	$24,100.00	$2,585,930.00
			SUB-TOTAL	**$2,585,930.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	107.3	$23,400.00	$2,510,820.00
			SUB-TOTAL	**$2,510,820.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	107.3	$31,400.00	$3,369,220.00
			SUB-TOTAL	**$3,369,220.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	107.3	$2,500.00	$268,250.00
STREET LIGHT	AC	107.3	$3,300.00	$354,090.00
ELECTRICAL SERVICE	AC	107.3	$7,500.00	$804,750.00
			SUB-TOTAL	**$1,427,090.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	107.3	$46,200.00	$4,957,260.00
			SUB-TOTAL	**$4,957,260.00**

Earthwork and E&S Cost (MMD)

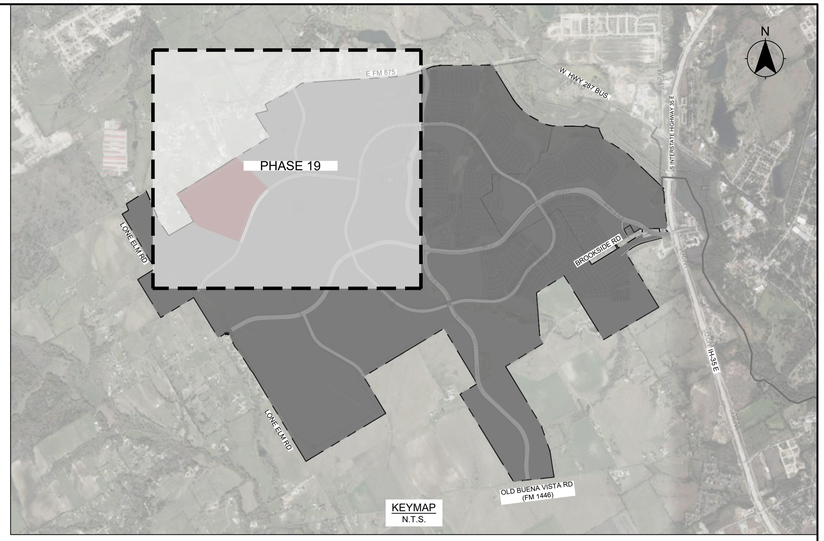
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

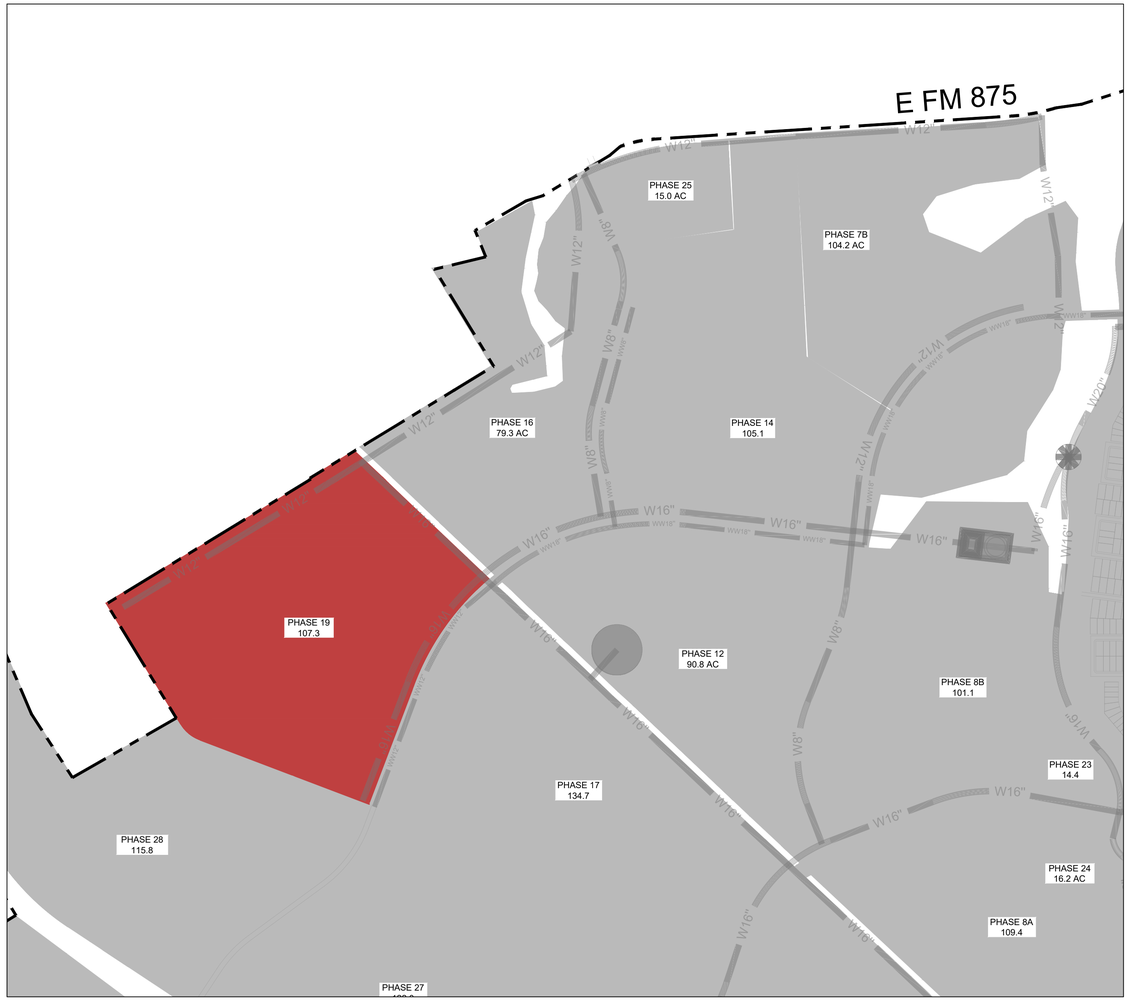
Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	107.3	$30,000.00	$3,219,000.00
EROSION CONTOL	AC	107.3	$500.00	$53,650.00
PERIMETER/LARGE RET. WALL	AC	107.3	$15,000.00	$1,609,500.00
INTERNAL/SMALL RET. WALL	AC	107.3	$2,500.00	$268,250.00
CLEARING AND GRUBBING	AC	107.3	$1,250.00	$134,125.00
			SUB-TOTAL	**$5,284,525.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$14,850,320.00
CONTINGENCY - MMD	20%	$2,970,064.00
SUB-TOTAL - MMD		**$17,820,384.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$5,284,525.00
CONTINGENCY - PRIVATE	20%	$1,056,905.00
SUB-TOTAL - PRIVATE		**$6,341,430.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$20,134,845.00
CONTINGENCY - TOTAL	20%	$4,026,969.00
SUB-TOTAL - TOTAL		**$24,161,814.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,673,057.60
ENGINEER & SURVEY FEES - PRIVATE	15%	$951,214.50
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$5,643,121.60**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$2,008,119.50**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$7,651,241.10**
TOTAL CONSTRUCTION COST		**$27,786,086.10**





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TBPE #: F-20821
TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

N

0 300 600 1200
1"=600'

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 36

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 19

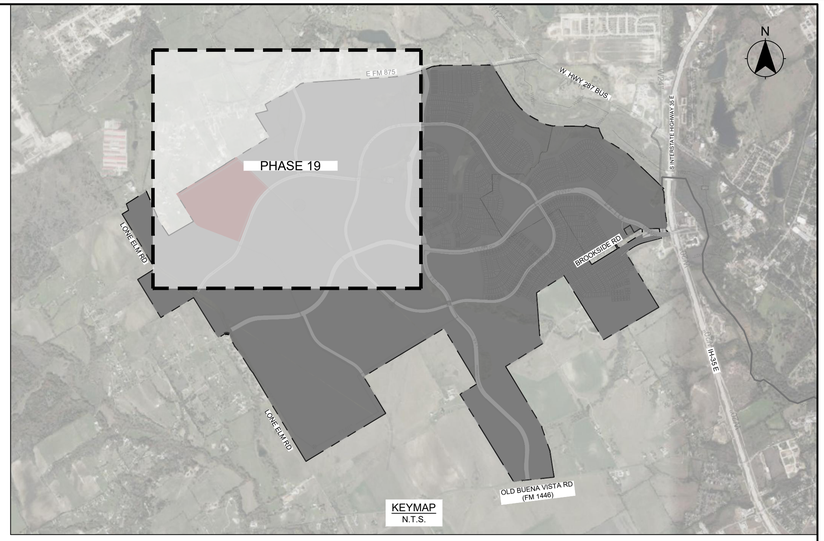
Water System Cost (MMD)

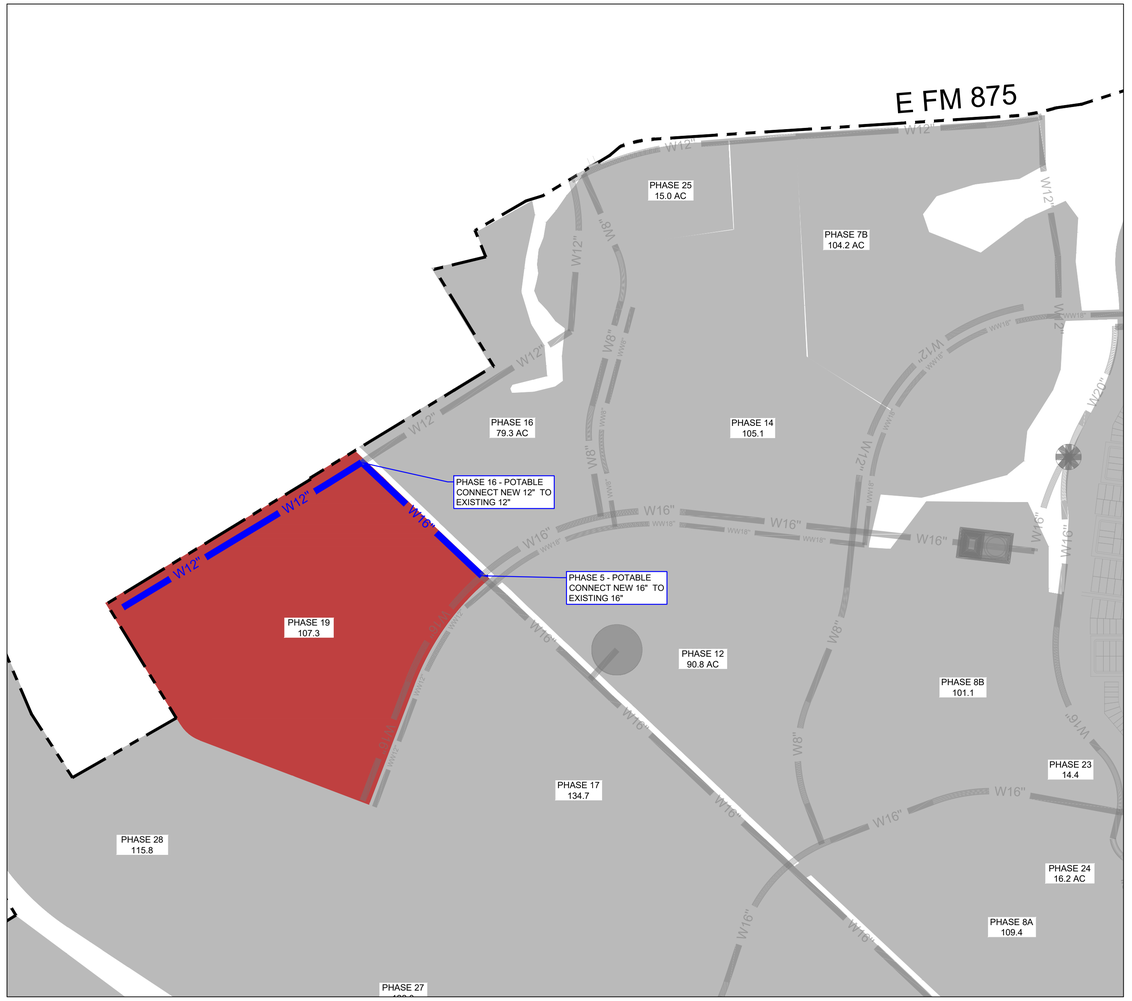
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. WATER LINE	LF	2207	$120.00	$264,840.00
16" P.V.C. WATER LINE	LF	3361	$140.00	$470,540.00
FIRE HYDRANT ASSEMBLY	EA	12	$7,500.00	$90,000.00
GATE VALVE (SIZE VARIES)	EA	17	$2,200.00	$37,400.00
TESTING (EXCLUDING GEOTECH.)	LF	5568	$3.00	$16,704.00
TRENCH SAFETY	LF	5568	$0.10	$556.80
			SUB-TOTAL	**$880,040.80**

Note: Water lines include all fittings

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$880,040.80
CONTINGENCY - MMD	20%	$176,008.16
SUB-TOTAL - MMD		**$1,056,048.96**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$880,040.80
CONTINGENCY - TOTAL	20%	$176,008.16
SUB-TOTAL - TOTAL		**$1,056,048.96**
ENGINEER & SURVEY FEES - MMD	15%	$158,407.34
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$334,415.50**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$334,415.50**
TOTAL CONSTRUCTION COST		**$1,214,456.30**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER:
010232001

DRAWN BY:
CK

DATE:
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SHEET:
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CONSTRUCTION COST ESTIMATE - MULTI-FAMILY
PHASE 20

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

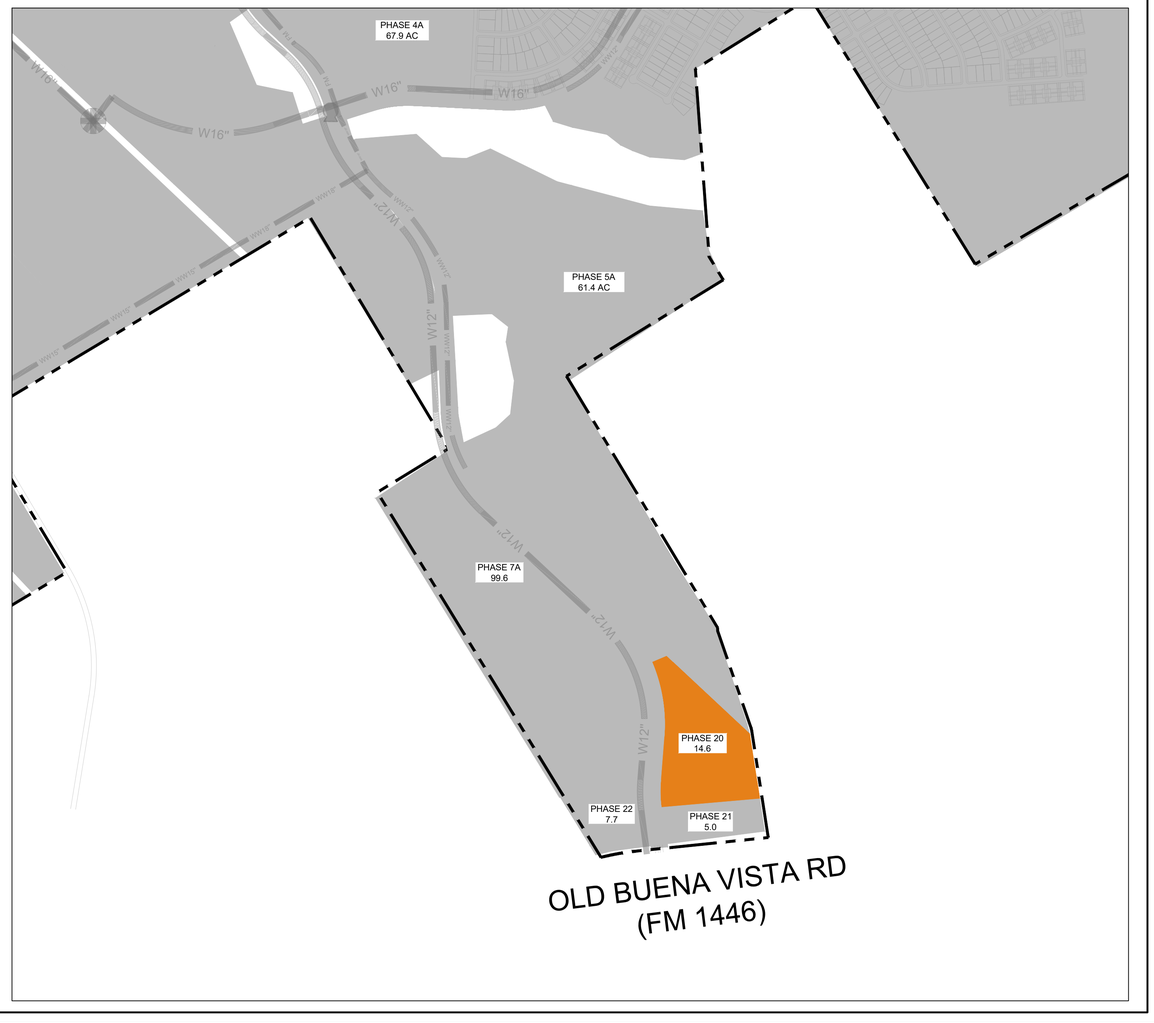
Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	15%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**





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TBPELS #: 10194934

PROJECT

KEMP TRACT

WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES

TEXAS, LLC

N

0 300 600 1200

1"=600'

PROJECT NUMBER: 010232001

DRAWN BY: CK

DATE: 2025/11/01

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CONSTRUCTION COST ESTIMATE - MIXED USE
PHASE 21

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

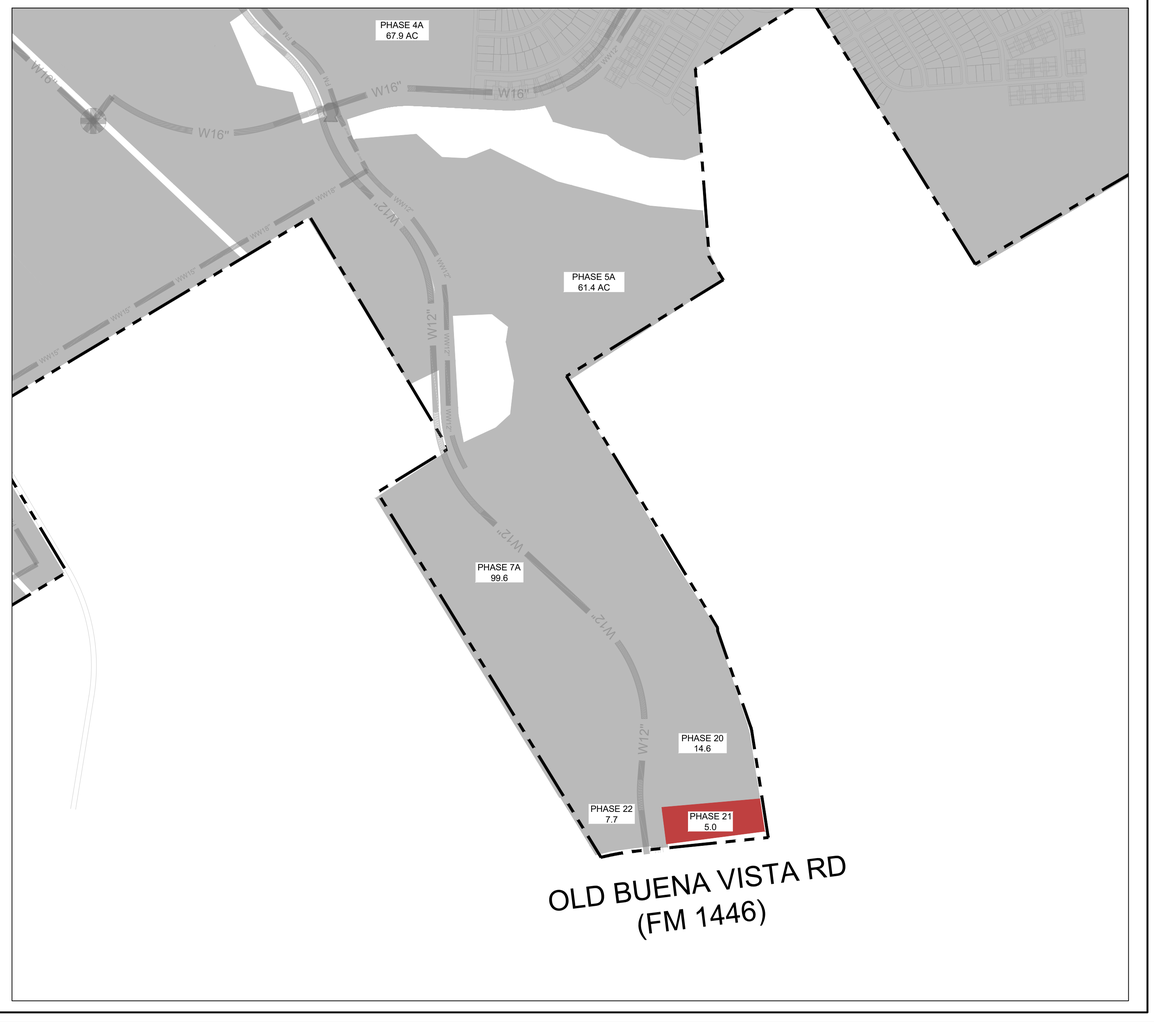
Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	15%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

N
0 300 600 1200
1"=600'

PROJECT NUMBER:
010232001

DRAWN BY:
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DATE:
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CONSTRUCTION COST ESTIMATE - MIXED USE
PHASE 22

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	15%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

N
0 300 600 1200
1"=600'

PROJECT NUMBER:
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CONSTRUCTION COST ESTIMATE - MULTI-FAMILY
PHASE 23

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

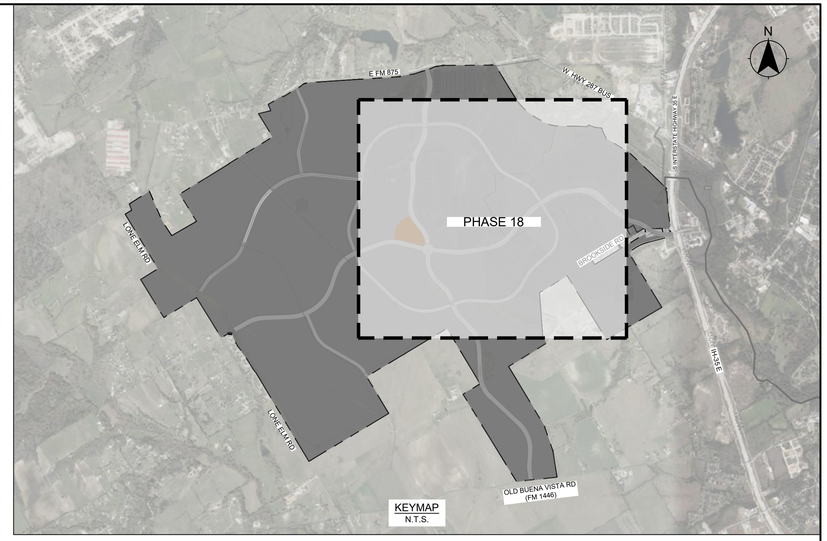
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	15%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**



KEYMAP
N.T.S.



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PROJECT

KEMP TRACT
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CLIENT

MINTO COMMUNITIES
TEXAS, LLC

N

0 300 600 1200
1"=600'

PROJECT NUMBER:
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41

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CONSTRUCTION COST ESTIMATE - MIXED USE
PHASE 24

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

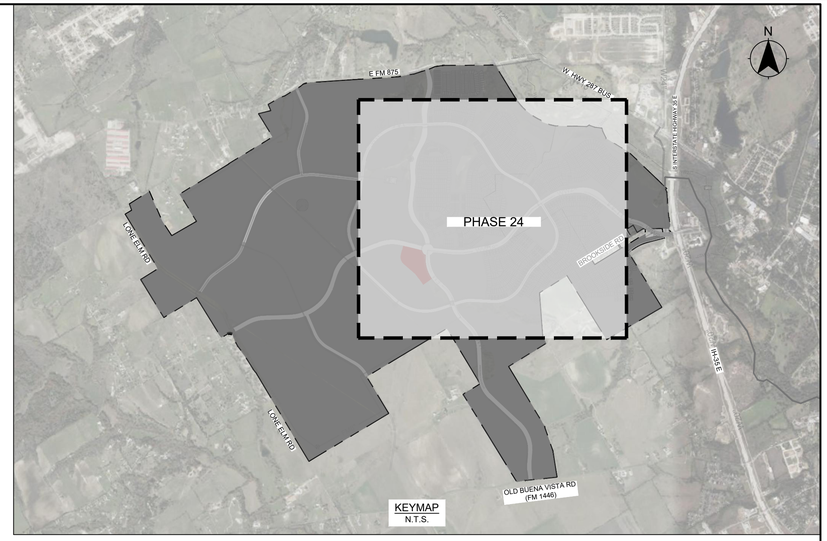
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	15%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**



KEYMAP
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CLIENT

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TEXAS, LLC

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0 300 600 1200
1"=600'

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42

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CONSTRUCTION COST ESTIMATE - MIXED USE
PHASE 25

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

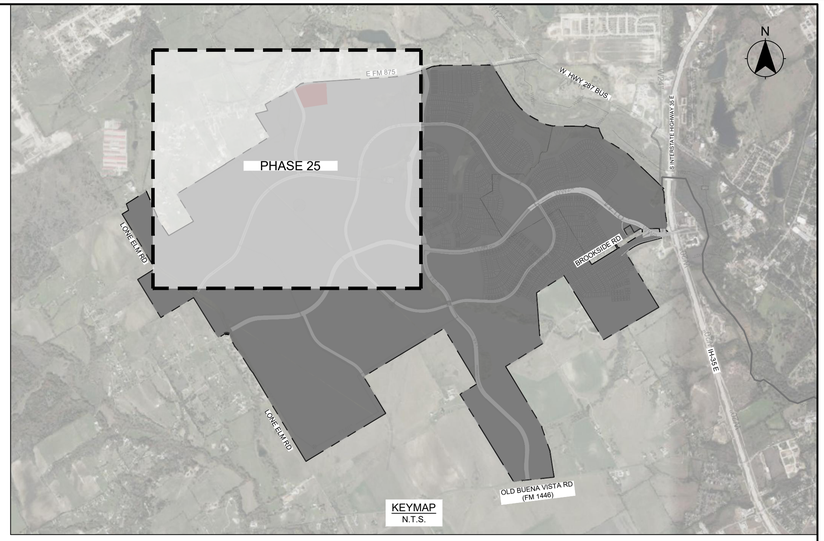
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	15%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**





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TBPELS #: 10194934

PROJECT

KEMP TRACT

WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES

TEXAS, LLC

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0 300 600 1200

1"=600'

PROJECT NUMBER: 010232001

DRAWN BY: CK

DATE: 2025/11/01

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CONSTRUCTION COST ESTIMATE - FLEX
PHASE 26

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	106.1	$24,100.00	$2,557,010.00
			SUB-TOTAL	**$2,557,010.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	106.1	$23,400.00	$2,482,740.00
			SUB-TOTAL	**$2,482,740.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	106.1	$31,400.00	$3,331,540.00
			SUB-TOTAL	**$3,331,540.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	106.1	$2,500.00	$265,250.00
STREET LIGHT	AC	106.1	$3,300.00	$350,130.00
ELECTRICAL SERVICE	AC	106.1	$7,500.00	$795,750.00
			SUB-TOTAL	**$1,411,130.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	106.1	$46,200.00	$4,901,820.00
			SUB-TOTAL	**$4,901,820.00**

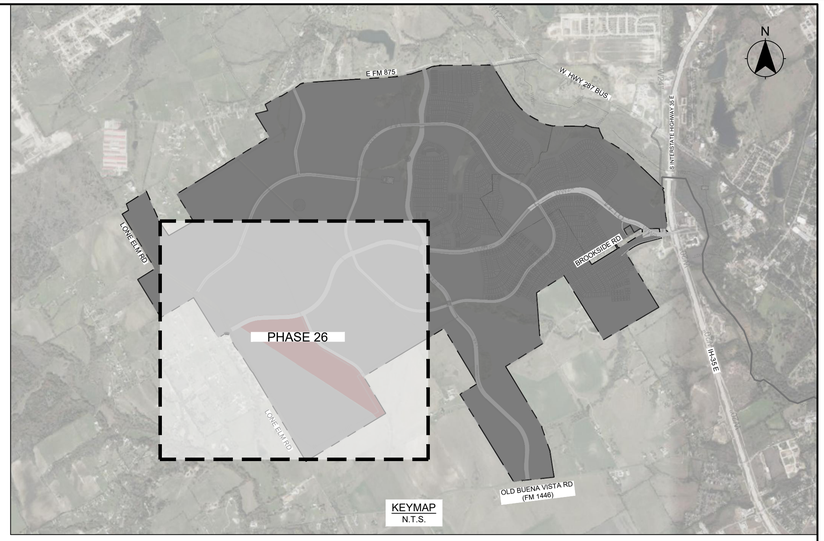
Earthwork and E&S Cost (MMD)

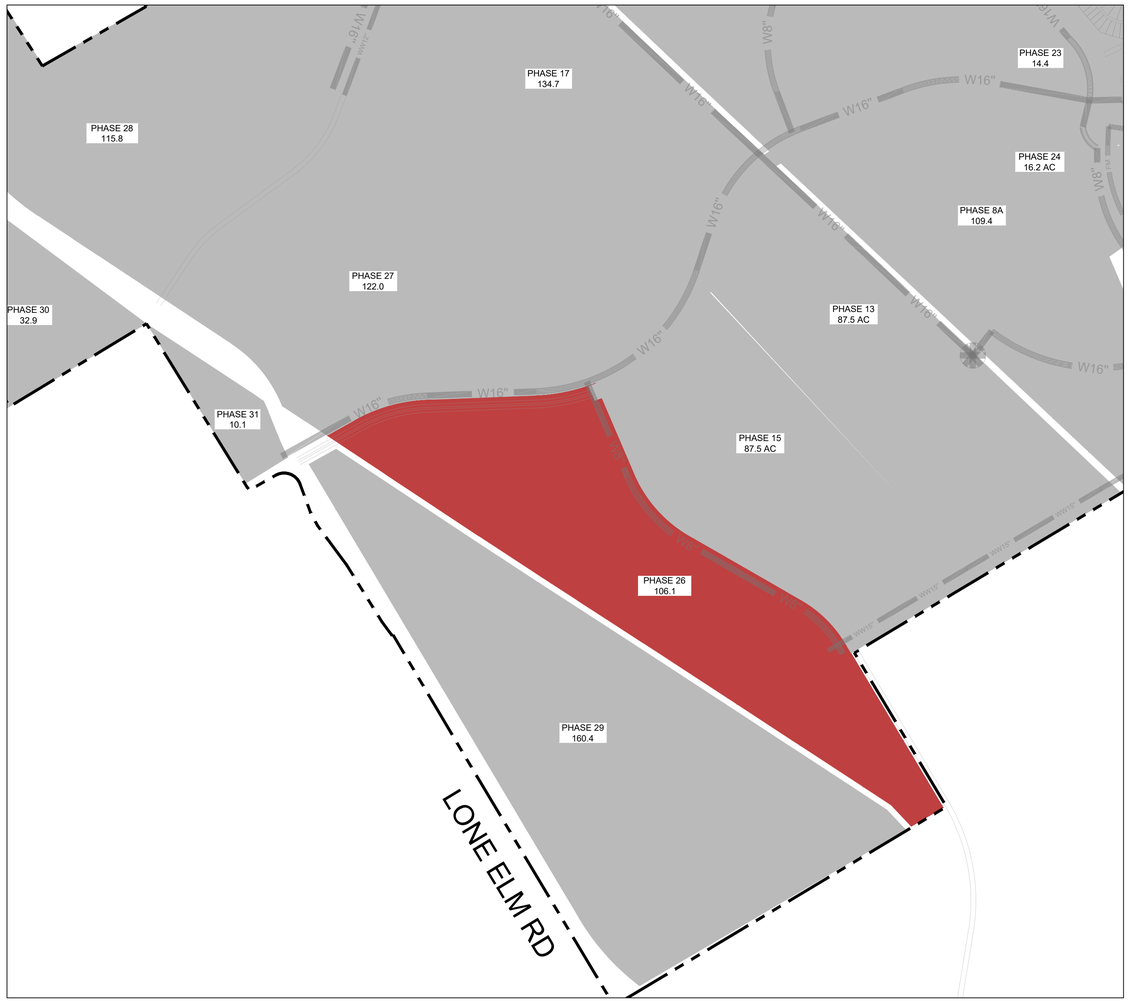
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	106.1	$30,000.00	$3,183,000.00
EROSION CONTOL	AC	106.1	$500.00	$53,050.00
PERIMETER/LARGE RET. WALL	AC	106.1	$15,000.00	$1,591,500.00
INTERNAL/SMALL RET. WALL	AC	106.1	$2,500.00	$265,250.00
CLEARING AND GRUBBING	AC	106.1	$1,250.00	$132,625.00
			SUB-TOTAL	**$5,225,425.00**

SUMMARY		
SUM OF CONSTRUCTION COSTS - MMD		$14,684,240.00
CONTINGENCY - MMD	20%	$2,936,848.00
SUB-TOTAL - MMD		**$17,621,088.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$5,225,425.00
CONTINGENCY - PRIVATE	20%	$1,045,085.00
SUB-TOTAL - PRIVATE		**$6,270,510.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$19,909,665.00
CONTINGENCY - TOTAL	20%	$3,981,933.00
SUB-TOTAL - TOTAL		**$23,891,598.00**
ENGINEER & SURVEY FEES - MMD	15%	$2,643,163.20
ENGINEER & SURVEY FEES - PRIVATE	15%	$940,576.50
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$5,580,011.20**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$1,985,661.50**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$7,565,672.70**
TOTAL CONSTRUCTION COST		**$27,475,337.70**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 26

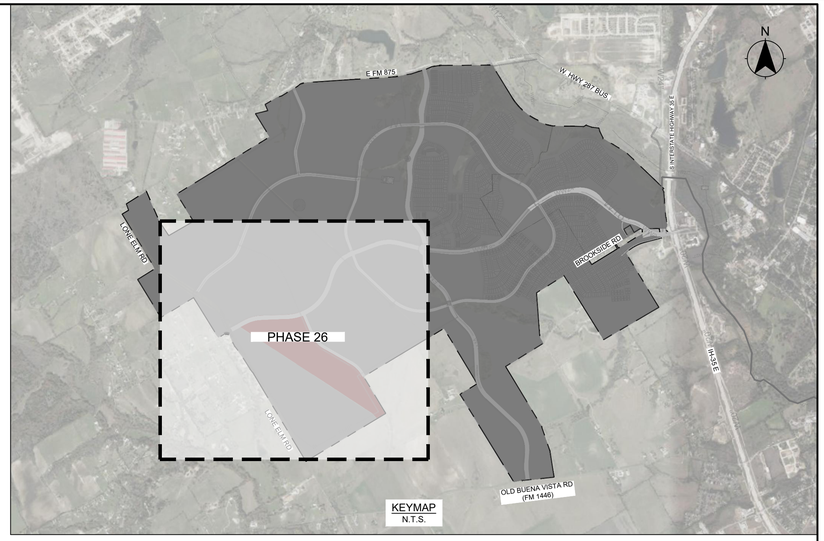
Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
16" P.V.C. WATER LINE	LF	2564	$140.00	$358,960.00
FIRE HYDRANT ASSEMBLY	EA	6	$7,500.00	$45,000.00
GATE VALVE (SIZE VARIES)	EA	11	$2,200.00	$24,200.00
TESTING (EXCLUDING GEOTECH.)	LF	2564	$3.00	$7,692.00
TRENCH SAFETY	LF	2564	$0.10	$256.40
			SUB-TOTAL	**$436,108.40**

Note: Water lines include all fittings

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$436,108.40
CONTINGENCY - MMD	20%	$87,221.68
SUB-TOTAL - MMD		**$523,330.08**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$436,108.40
CONTINGENCY - TOTAL	20%	$87,221.68
SUB-TOTAL - TOTAL		**$523,330.08**
ENGINEER & SURVEY FEES - MMD	15%	$78,499.51
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$165,721.19**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$165,721.19**
TOTAL CONSTRUCTION COST		**$601,829.59**





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PROJECT

KEMP TRACT

WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES

TEXAS, LLC

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PROJECT NUMBER:
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CONSTRUCTION COST ESTIMATE - FLEX
PHASE 27

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	122	$24,100.00	$2,940,200.00
			SUB-TOTAL	**$2,940,200.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	122	$23,400.00	$2,854,800.00
			SUB-TOTAL	**$2,854,800.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	122	$31,400.00	$3,830,800.00
			SUB-TOTAL	**$3,830,800.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	122	$2,500.00	$305,000.00
STREET LIGHT	AC	122	$3,300.00	$402,600.00
ELECTRICAL SERVICE	AC	122	$7,500.00	$915,000.00
			SUB-TOTAL	**$1,622,600.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	122	$46,200.00	$5,636,400.00
			SUB-TOTAL	**$5,636,400.00**

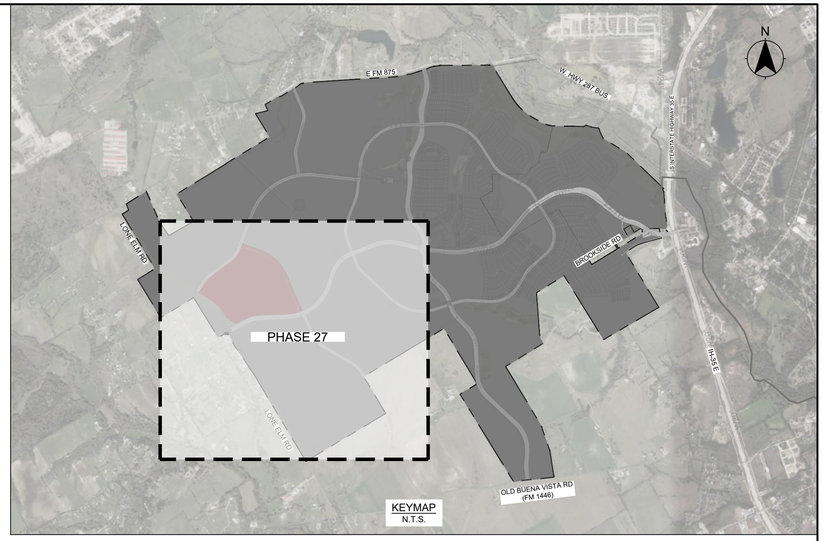
Earthwork and E&S Cost (MMD)

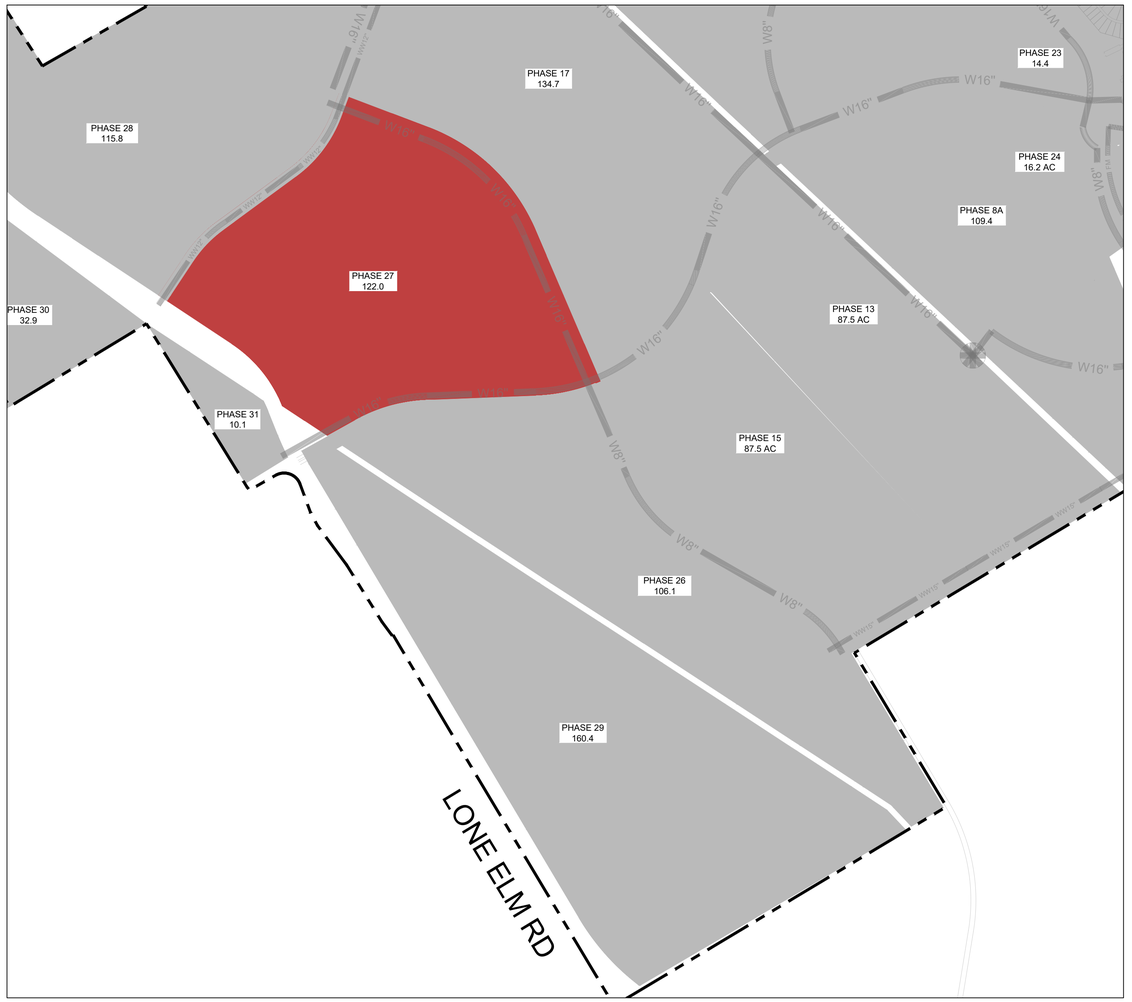
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	122	$30,000.00	$3,660,000.00
EROSION CONTOL	AC	122	$500.00	$61,000.00
PERIMETER/LARGE RET. WALL	AC	122	$7,500.00	$915,000.00
INTERNAL/SMALL RET. WALL	AC	122	$2,500.00	$305,000.00
CLEARING AND GRUBBING	AC	122	$1,250.00	$152,500.00
			SUB-TOTAL	**$5,093,500.00**

SUMMARY			
SUM OF CONSTRUCTION COSTS - MMD			$16,884,800.00
CONTINGENCY - MMD		20%	$3,376,960.00
SUB-TOTAL - MMD			**$20,261,760.00**
SUM OF CONSTRUCTION COSTS - PRIVATE			$5,093,500.00
CONTINGENCY - PRIVATE		20%	$1,018,700.00
SUB-TOTAL - PRIVATE			**$6,112,200.00**
SUM OF CONSTRUCTION COSTS - TOTAL			$21,978,300.00
CONTINGENCY - TOTAL		20%	$4,395,660.00
SUB-TOTAL - TOTAL			**$26,373,960.00**
ENGINEER & SURVEY FEES - MMD		15%	$3,039,264.00
ENGINEER & SURVEY FEES - PRIVATE		15%	$916,830.00
TOTAL FEES, BONDS, CONTINGENCY - MMD			**$6,416,224.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE			**$1,935,530.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL			**$8,351,754.00**
TOTAL CONSTRUCTION COST			**$30,330,054.00**





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PROJECT
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WAXAHACHIE, TEXAS

TITLE
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CLIENT
MINTO COMMUNITIES
TEXAS, LLC

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 27

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
16" P.V.C. WATER LINE	LF	3207	$140.00	$448,980.00
FIRE HYDRANT ASSEMBLY	EA	7	$7,500.00	$52,500.00
GATE VALVE (SIZE VARIES)	EA	12	$2,200.00	$26,400.00
TESTING (EXCLUDING GEOTECH.)	LF	3207	$3.00	$9,621.00
TRENCH SAFETY	LF	3207	$0.10	$320.70
			SUB-TOTAL	**$537,821.70**

Note: Water lines include all fittings

Irrigation System Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. IRRIGATION MAIN	LF	4671	$90.00	$420,386.40
TESTING (EXCLUDING GEOTECH.)	LF	4671	$2.50	$11,677.40
TRENCH SAFETY	LF	4671	$2.00	$9,341.92
			SUB-TOTAL	**$441,405.72**

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. PIPE (0'-10' DEEP)	LF	2263	$80.00	$181,040.00
5' DIA. WW MANHOLE	EA	5	$17,500.00	$87,500.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	2263	$4.00	$9,052.00
TRENCH SAFETY	LF	2263	$2.00	$4,526.00
			SUB-TOTAL	**$284,128.00**

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM COST PER LF	LF	4671	$172.00	$803,405.12
5X4 BOX CULVERT	LF	360	$255.00	$91,800.00
5X4 HEADWALL	EA	3	$12,148.00	$36,444.00
7X5 BOX CULVERT	LF	120	$310.00	$37,200.00
7X5 HEADWALL	EA	1	$15,500.00	$15,500.00
			SUB-TOTAL	**$984,349.12**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET LIGHT (DOUBLE COBRA HEAD)	EA	8	$6,000.00	$48,000.00
			SUB-TOTAL	**$48,000.00**

Roadway and Paving Cost (MMD)

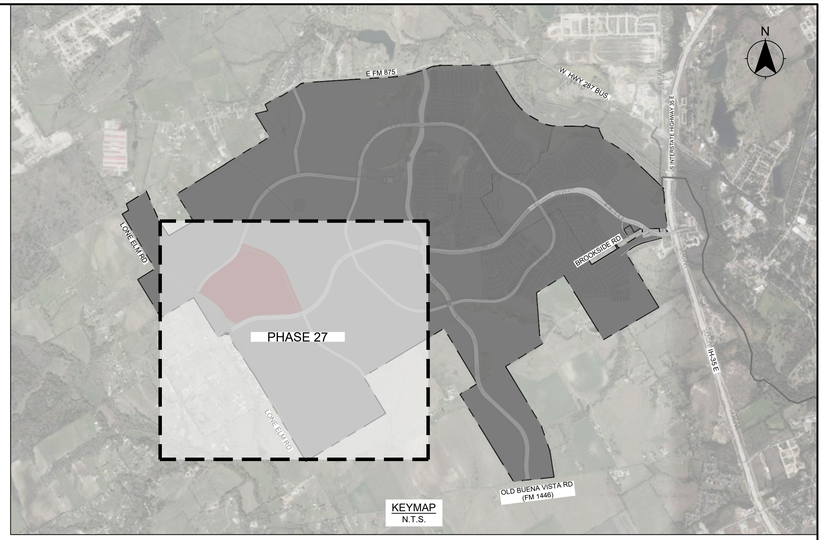
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" REINFORCED CONC. PVMT.	SY	23730	$59.50	$1,411,935.00
8" LIME-STABILIZED SUBGRADE (INCL. LIME)	SY	28307	$3.15	$89,167.05
LIME (36#/SY)	TON	509.5	$335.00	$170,691.21
15.5 MULTI-PURPOSE TRAIL (6" THICKNESS)	SF	75971	$9.90	$752,112.90
5' SIDEWALK (4" THICKNESS)	SF	22203	$7.75	$172,073.25
BARRIER FREE RAMPS	EA	8	$3,250.00	$26,000.00
CONNECT TO PROP CONCRETE PVMT	LF	104	$25.00	$2,600.00
STRIPING - 4" STRIPE	LF	4671	$2.75	$12,845.14
STREET BARRICADE	EA	2	$2,500.00	$5,000.00
STREET SIGN	EA	8	$1,500.00	$12,000.00
MEDIAN OPENING	LS	1	$76,300.00	$76,300.00
TURN LANE/DECEL LANE	LS	8	$17,720.00	$143,494.06
TRAFFIC HANDLING	LS	1	$20,000.00	$20,000.00
			SUB-TOTAL	**$2,894,218.61**

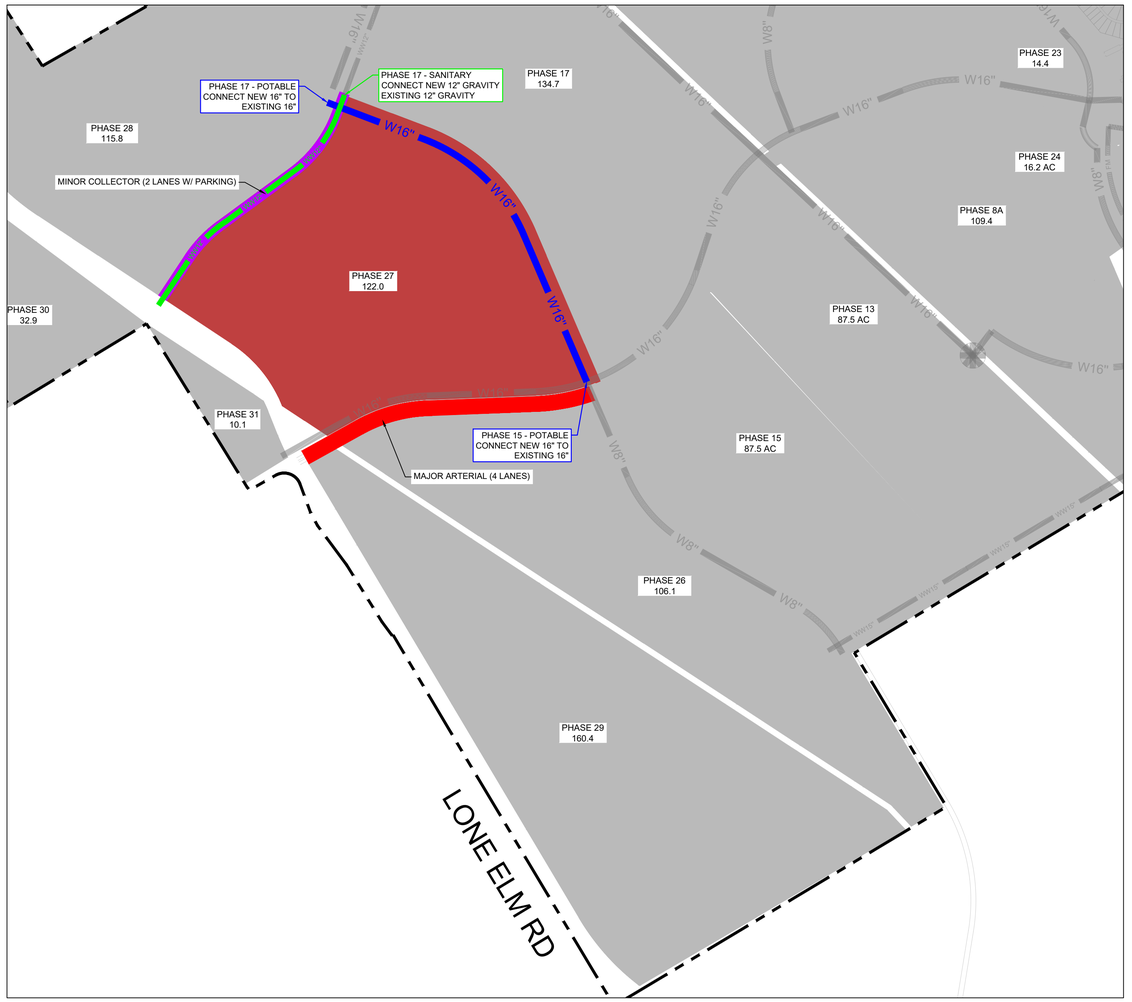
Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
INLET PROTECTION	EA	10	$200.00	$1,962.00
SILT FENCE	LF	9701.92	$7.15	$69,368.73
CLEARING AND GRUBBING	AC	9.81	$1,250.00	$12,262.50
STREET AND RIGHT-OF-WAY EXCAVATION	CY	31700	$3.00	$95,100.00
ROADWAY MOISTURE CONDITIONING (2' DEEP)	SY	28307	$1.25	$35,383.75
			SUB-TOTAL	**$214,076.98**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$4,962,594.41
CONTINGENCY - MMD	20%	$992,518.88
SUB-TOTAL - MMD		**$5,955,113.29**
SUM OF CONSTRUCTION COSTS - PRIVATE		$441,405.72
CONTINGENCY - PRIVATE	20%	$88,281.14
SUB-TOTAL - PRIVATE		**$529,686.86**
SUM OF CONSTRUCTION COSTS - TOTAL		$5,404,000.13
CONTINGENCY - TOTAL	20%	$1,080,800.03
SUB-TOTAL - TOTAL		**$6,484,800.16**
ENGINEER & SURVEY FEES - MMD	15%	$893,266.99
ENGINEER & SURVEY FEES - PRIVATE	15%	$79,453.03
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$1,885,785.88**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$167,734.17**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$2,053,520.05**
TOTAL CONSTRUCTION COST		**$7,457,520.18**





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CONSTRUCTION COST ESTIMATE - FLEX
PHASE 28

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	115.8	$24,100.00	$2,790,780.00
			SUB-TOTAL	**$2,790,780.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	115.8	$23,400.00	$2,709,720.00
			SUB-TOTAL	**$2,709,720.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	115.8	$31,400.00	$3,636,120.00
			SUB-TOTAL	**$3,636,120.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	115.8	$2,500.00	$289,500.00
STREET LIGHT	AC	115.8	$3,300.00	$382,140.00
ELECTRICAL SERVICE	AC	115.8	$7,500.00	$868,500.00
			SUB-TOTAL	**$1,540,140.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	115.8	$46,200.00	$5,349,960.00
			SUB-TOTAL	**$5,349,960.00**

Earthwork and E&S Cost (MMD)

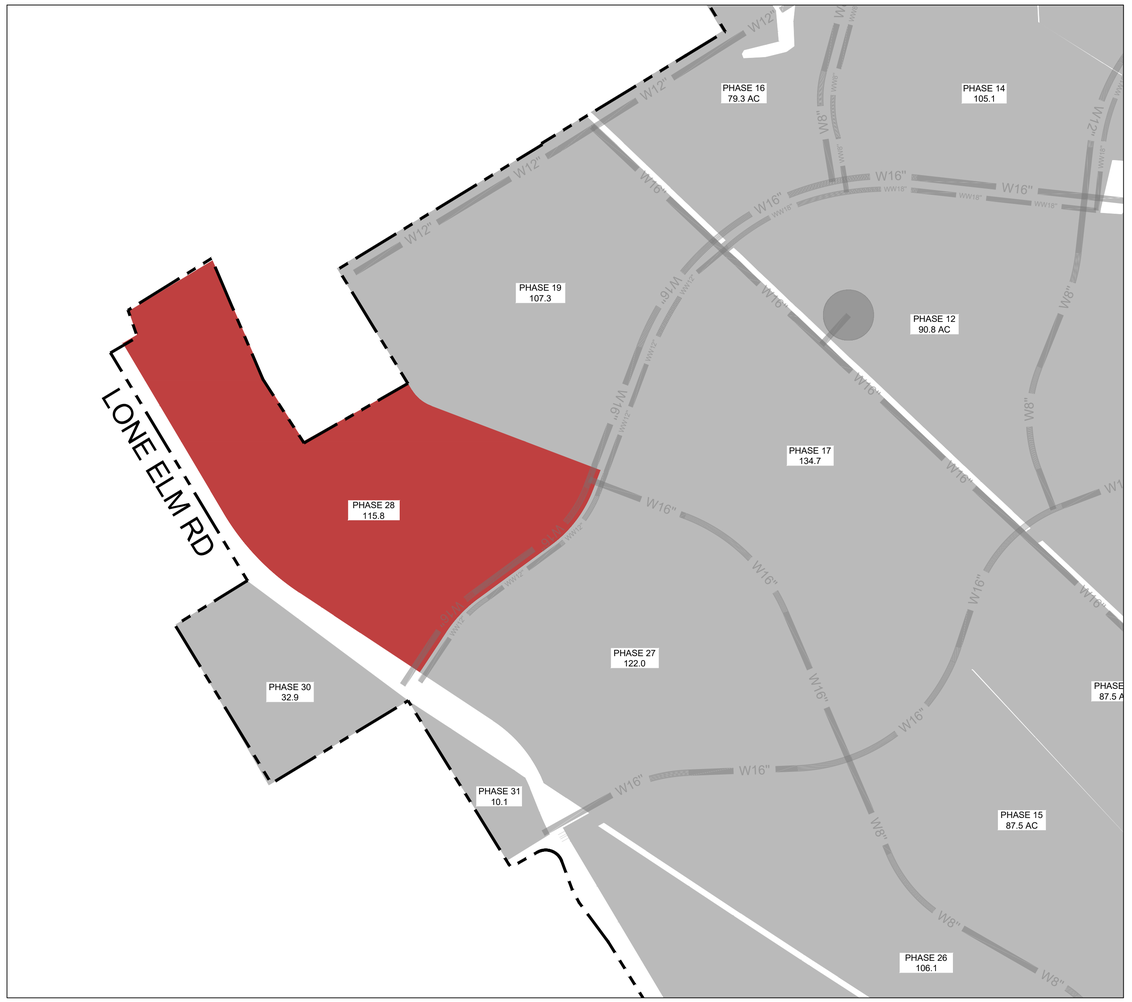
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	115.8	$30,000.00	$3,474,000.00
EROSION CONTOL	AC	115.8	$500.00	$57,900.00
PERIMETER/LARGE RET. WALL	AC	115.8	$7,500.00	$868,500.00
INTERNAL/SMALL RET. WALL	AC	115.8	$2,500.00	$289,500.00
CLEARING AND GRUBBING	AC	115.8	$1,250.00	$144,750.00
			SUB-TOTAL	**$4,834,650.00**

SUMMARY			
SUM OF CONSTRUCTION COSTS - MMD			$16,026,720.00
CONTINGENCY - MMD		20%	$3,205,344.00
SUB-TOTAL - MMD			**$19,232,064.00**
SUM OF CONSTRUCTION COSTS - PRIVATE			$4,834,650.00
CONTINGENCY - PRIVATE		20%	$966,930.00
SUB-TOTAL - PRIVATE			**$5,801,580.00**
SUM OF CONSTRUCTION COSTS - TOTAL			$20,861,370.00
CONTINGENCY - TOTAL		20%	$4,172,274.00
SUB-TOTAL - TOTAL			**$25,033,644.00**
ENGINEER & SURVEY FEES - MMD		15%	$2,884,809.60
ENGINEER & SURVEY FEES - PRIVATE		15%	$870,237.00
TOTAL FEES, BONDS, CONTINGENCY - MMD			**$6,090,153.60**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE			**$1,837,167.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL			**$7,927,320.60**
TOTAL CONSTRUCTION COST			**$28,788,690.60**





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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
SHEET: 48

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 28

Water System Cost (MMD)

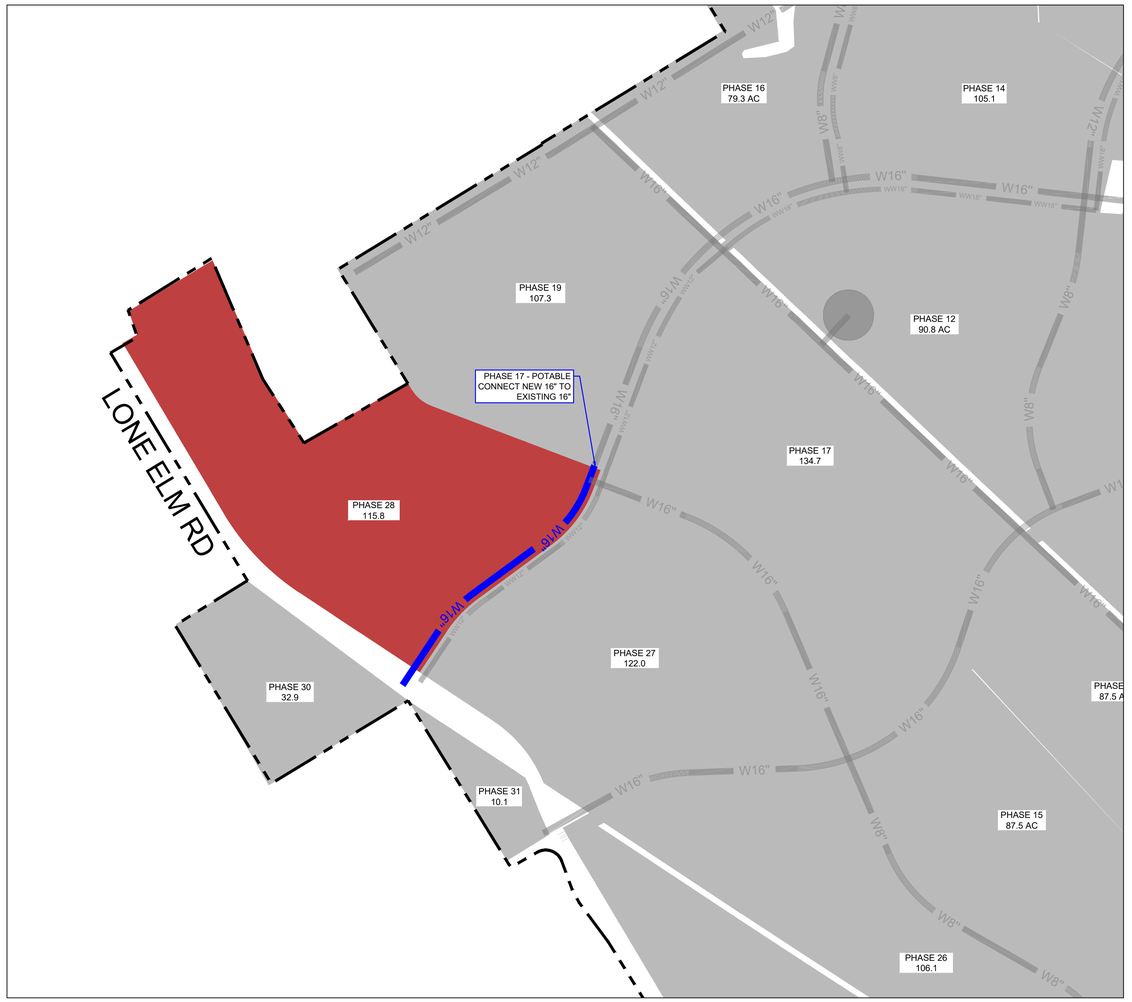
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
16" P.V.C. WATER LINE	LF	2349	$140.00	$328,860.00
FIRE HYDRANT ASSEMBLY	EA	5	$7,500.00	$37,500.00
GATE VALVE (SIZE VARIES)	EA	10	$2,200.00	$22,000.00
TESTING (EXCLUDING GEOTECH.)	LF	2349	$3.00	$7,047.00
TRENCH SAFETY	LF	2349	$0.10	$234.90
			SUB-TOTAL	**$395,641.90**

Note: Water lines include all fittings

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$395,641.90
CONTINGENCY - MMD	20%	$79,128.38
SUB-TOTAL - MMD		**$474,770.28**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$395,641.90
CONTINGENCY - TOTAL	20%	$79,128.38
SUB-TOTAL - TOTAL		**$474,770.28**
ENGINEER & SURVEY FEES - MMD	15%	$71,215.54
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$150,343.92**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$150,343.92**
TOTAL CONSTRUCTION COST		**$545,985.82**





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TBPELS #: 10194934

PROJECT

KEMP TRACT

WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES

TEXAS, LLC

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PROJECT NUMBER: 010232001

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CONSTRUCTION COST ESTIMATE - FLEX
PHASE 29

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	160.4	$24,100.00	$3,865,640.00
			SUB-TOTAL	**$3,865,640.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	160.4	$23,400.00	$3,753,360.00
			SUB-TOTAL	**$3,753,360.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	160.4	$31,400.00	$5,036,560.00
DETENTION CONTROL STRUCTURE	EA	2	$20,000.00	$40,000.00
DETENTION POND	AC	37.45	$40,000.00	$1,498,000.00
			SUB-TOTAL	**$6,574,560.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	160.4	$2,500.00	$401,000.00
STREET LIGHT	AC	160.4	$3,300.00	$529,320.00
ELECTRICAL SERVICE	AC	160.4	$7,500.00	$1,203,000.00
			SUB-TOTAL	**$2,133,320.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	160.4	$46,200.00	$7,410,480.00
			SUB-TOTAL	**$7,410,480.00**

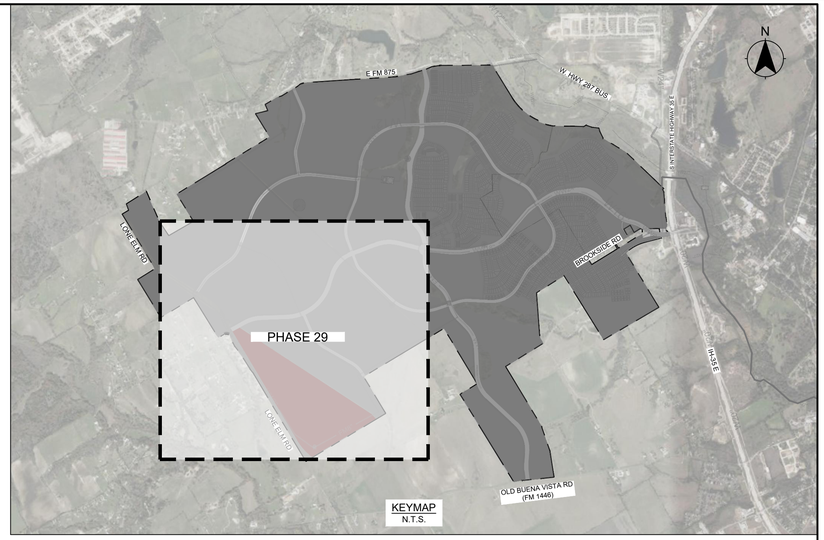
Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	160.4	$30,000.00	$4,812,000.00
EROSION CONTOL	AC	160.4	$500.00	$80,200.00
PERIMETER/LARGE RET. WALL	AC	160.4	$15,000.00	$2,406,000.00
INTERNAL/SMALL RET. WALL	AC	160.4	$2,500.00	$401,000.00
CLEARING AND GRUBBING	AC	160.4	$1,250.00	$200,500.00
			SUB-TOTAL	**$7,899,700.00**

SUMMARY			
SUM OF CONSTRUCTION COSTS - MMD			$23,737,360.00
CONTINGENCY - MMD		20%	$4,747,472.00
SUB-TOTAL - MMD			**$28,484,832.00**
SUM OF CONSTRUCTION COSTS - PRIVATE			$7,899,700.00
CONTINGENCY - PRIVATE		20%	$1,579,940.00
SUB-TOTAL - PRIVATE			**$9,479,640.00**
SUM OF CONSTRUCTION COSTS - TOTAL			$31,637,060.00
CONTINGENCY - TOTAL		20%	$6,327,412.00
SUB-TOTAL - TOTAL			**$37,964,472.00**
ENGINEER & SURVEY FEES - MMD		15%	$4,272,724.80
ENGINEER & SURVEY FEES - PRIVATE		15%	$1,421,946.00
TOTAL FEES, BONDS, CONTINGENCY - MMD			**$9,020,196.80**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE			**$3,001,886.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL			**$12,022,082.80**
TOTAL CONSTRUCTION COST			**$43,659,142.80**



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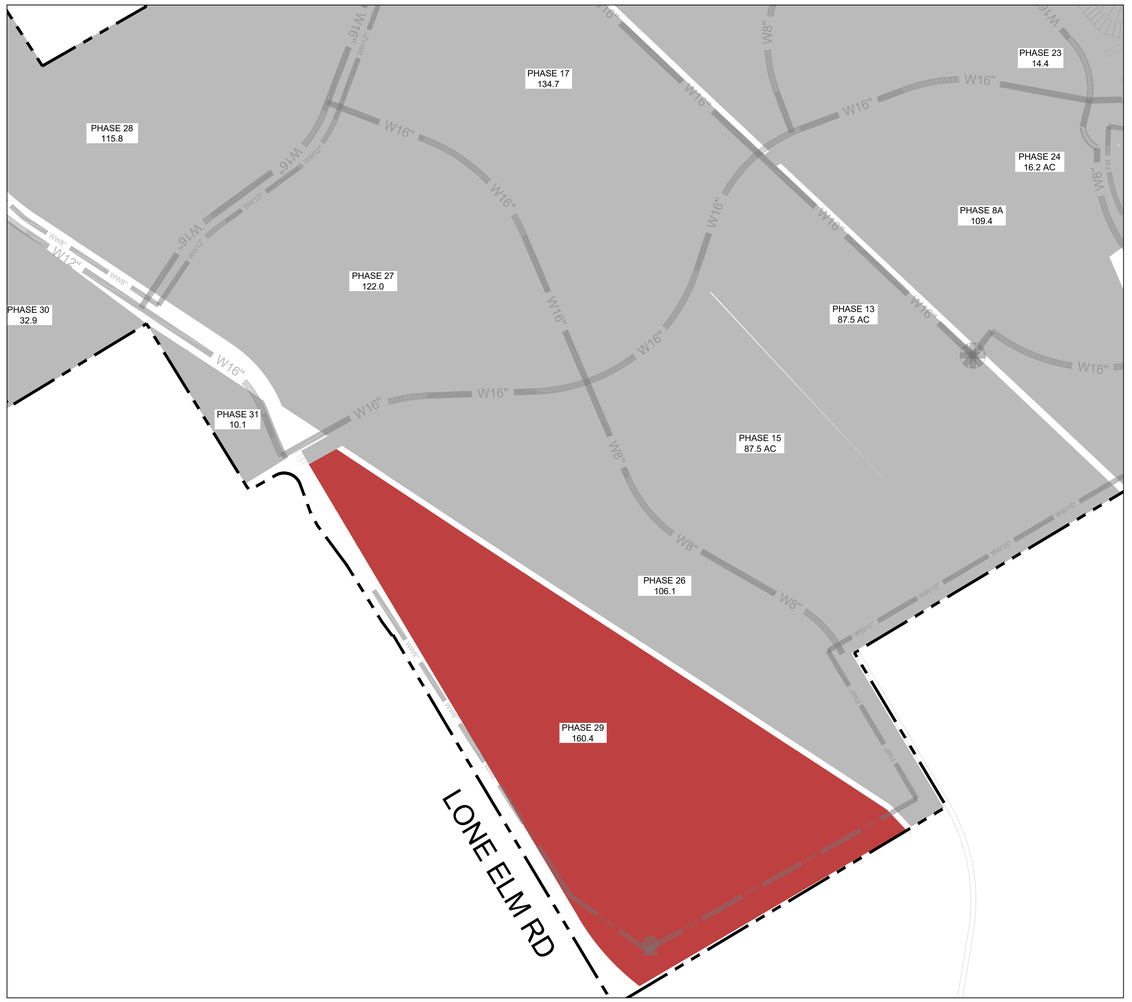

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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

N

0 300 600 1200
1"=600'

PROJECT NUMBER: 010232001
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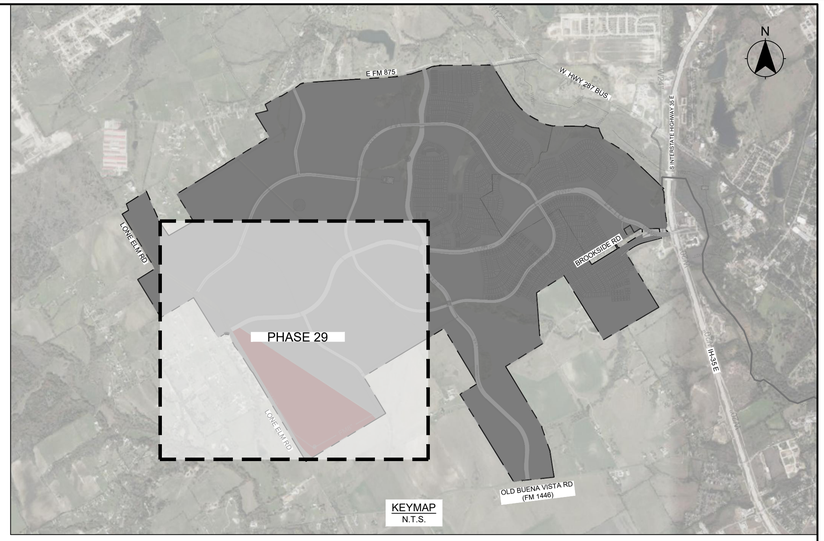
CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 29

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
10" P.V.C. PIPE (0'-10' DEEP)	LF	2872	$70.00	$201,040.00
15" P.V.C. PIPE (0'-10' DEEP)	LF	745	$97.00	$72,265.00
8" PVC FORCE MAIN	LF	3817	$40.00	$152,680.00
LIFT STATION	MGD	1.77	$300,000.00	$531,000.00
4' DIA. WW MANHOLE	EA	17	$7,800.00	$132,600.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	7436	$4.00	$29,743.08
TRENCH SAFETY	LF	7436	$2.00	$14,871.54
			SUB-TOTAL	**$1,136,209.62**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$1,136,209.62
CONTINGENCY - MMD	20%	$227,241.92
SUB-TOTAL - MMD		**$1,363,451.54**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$1,136,209.62
CONTINGENCY - TOTAL	20%	$227,241.92
SUB-TOTAL - TOTAL		**$1,363,451.54**
ENGINEER & SURVEY FEES - MMD	15%	$204,517.73
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$431,759.66**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$431,759.66**
TOTAL CONSTRUCTION COST		**$1,567,969.28**





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TBPELS #: 10194934

PROJECT

KEMP TRACT

WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES

TEXAS, LLC

N

0 300 600 1200

1"=600'

PROJECT NUMBER:
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CONSTRUCTION COST ESTIMATE - MIDDLE SCHOOL
PHASE 30

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
DETENTION CONTROL STRUCTURE	EA	1	$20,000.00	$20,000.00
DETENTION POND	AC	4.34	$40,000.00	$173,600.00
			SUB-TOTAL	**$193,600.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

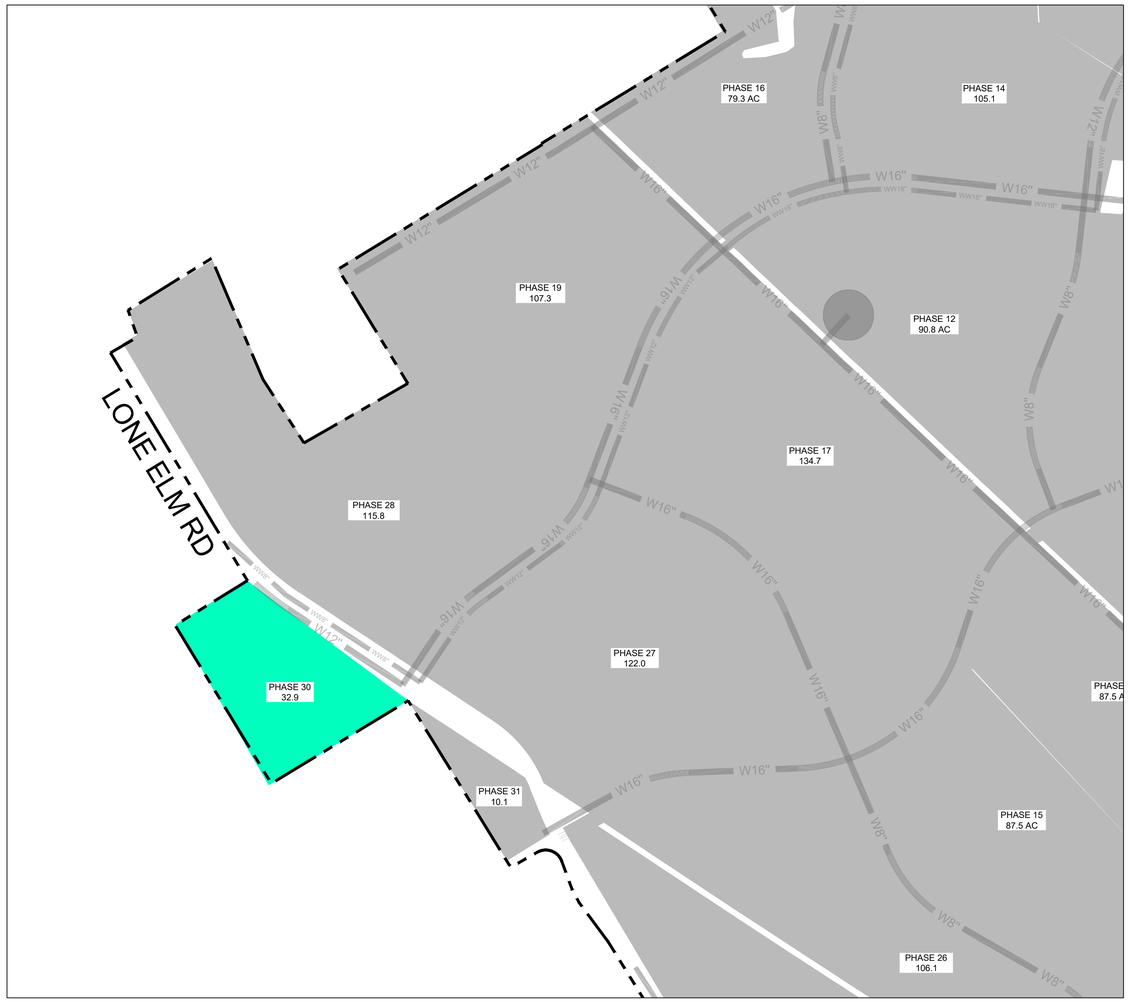
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
PERIMETER/LARGE RET. WALL	AC	0	$7,500.00	$0.00
INTERNAL/SMALL RET. WALL	AC	0	$2,500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY		
SUM OF CONSTRUCTIION COSTS - MMD		$193,600.00
CONTINGENCY - MMD	20%	$38,720.00
SUB-TOTAL - MMD		**$232,320.00**
SUM OF CONSTRUCTIION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTIION COSTS - TOTAL		$193,600.00
CONTINGENCY - TOTAL	20%	$38,720.00
SUB-TOTAL - TOTAL		**$232,320.00**
ENGINEER & SURVEY FEES - MMD	15%	$34,848.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$73,568.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$73,568.00**
TOTAL CONSTRUCTION COST		**$267,168.00**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

PROJECT NUMBER: 010232001
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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 30

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" P.V.C. WATER LINE	LF	1420	$120.00	$170,400.00
FIRE HYDRANT ASSEMBLY	EA	3	$7,500.00	$22,500.00
GATE VALVE (SIZE VARIES)	EA	8	$2,200.00	$17,600.00
TESTING (EXCLUDING GEOTECH.)	LF	1420	$3.00	$4,260.00
TRENCH SAFETY	LF	1420	$0.10	$142.00
			SUB-TOTAL	**$214,902.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

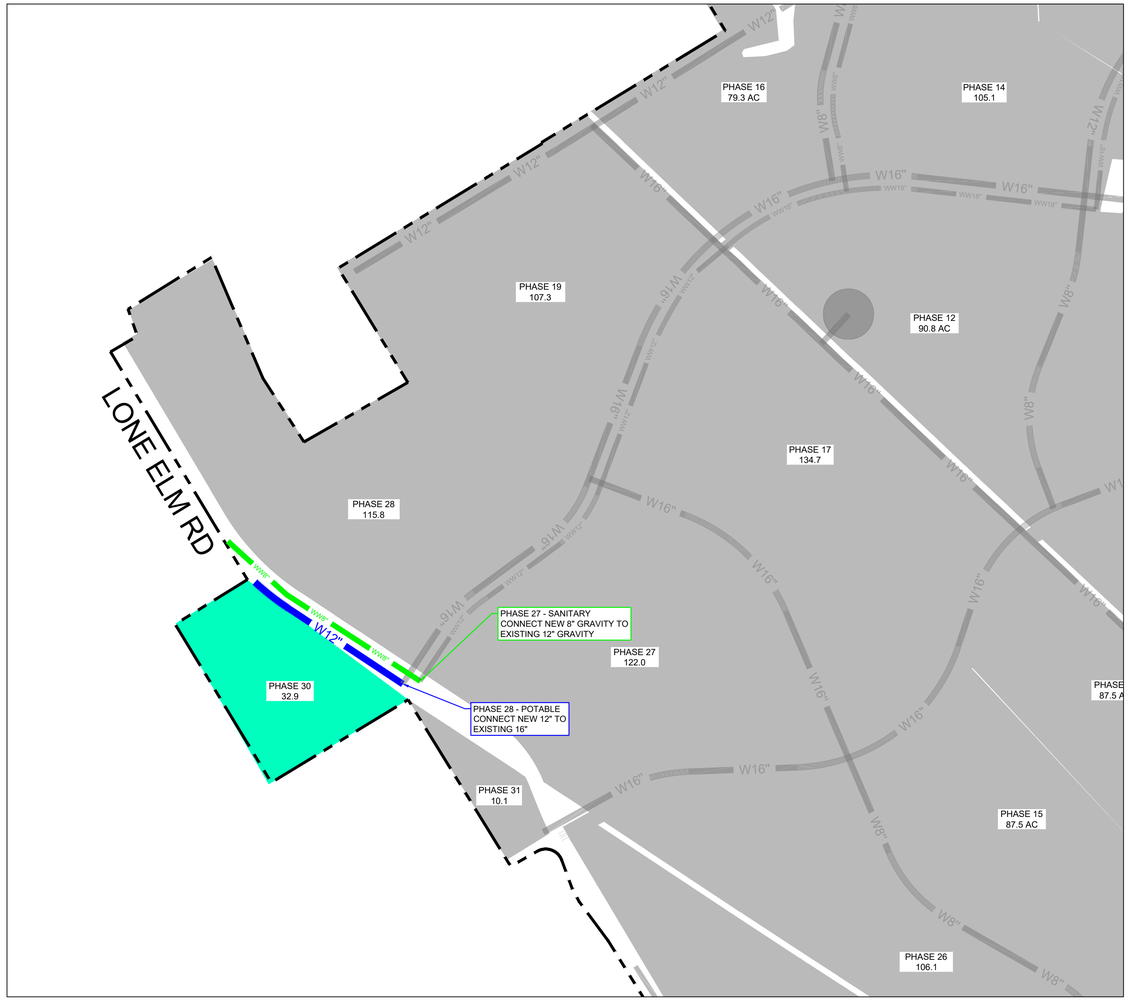
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" P.V.C. PIPE (0'-10' DEEP)		1887	$62.00	$116,994.00
4' DIA. WW MANHOLE	EA	4	$7,800.00	$31,200.00
CONNECT TO EX. WW MH	EA	1	$2,010.00	$2,010.00
TESTING (EXCLUDING GEOTECH.)	LF	1887	$4.00	$7,548.00
TRENCH SAFETY	LF	1887	$2.00	$3,774.00
			SUB-TOTAL	**$161,526.00**

Note: Water lines include all fittings

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$376,428.00
CONTINGENCY - MMD	20%	$75,285.60
SUB-TOTAL - MMD		**$451,713.60**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$376,428.00
CONTINGENCY - TOTAL	20%	$75,285.60
SUB-TOTAL - TOTAL		**$451,713.60**
ENGINEER & SURVEY FEES - MMD	15%	$67,757.04
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$143,042.64**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$143,042.64**
TOTAL CONSTRUCTION COST		**$519,470.64**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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PROJECT NUMBER: 010232001
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CONSTRUCTION COST ESTIMATE - MIXED USE
PHASE 31

Water System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER SYSTEM MAIN	AC	0	$24,100.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Water lines include all fittings

Wastewater System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WASTEWATER SYSTEM MAIN	AC	0	$23,400.00	$0.00
			SUB-TOTAL	**$0.00**

Note: Waste Water lines include all fittings

Storm Drain System Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM SYSTEM MAIN	AC	0	$31,400.00	$0.00
			SUB-TOTAL	**$0.00**

Dry Utility Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
GAS SERVICE	AC	0	$2,500.00	$0.00
STREET LIGHT	AC	0	$3,300.00	$0.00
ELECTRICAL SERVICE	AC	0	$7,500.00	$0.00
			SUB-TOTAL	**$0.00**

Roadway and Paving Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY PAVEMENT	AC	0	$46,200.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (MMD)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
			SUB-TOTAL	**$0.00**

Earthwork and E&S Cost (PRIVATE)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
EARTHWORK/GRADING	AC	0	$30,000.00	$0.00
EROSION CONTOL	AC	0	$500.00	$0.00
PERIMETER/LARGE RET. WALL	AC	0	$7,500.00	$0.00
INTERNAL/SMALL RET. WALL	AC	0	$2,500.00	$0.00
CLEARING AND GRUBBING	AC	0	$1,250.00	$0.00
			SUB-TOTAL	**$0.00**

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD		$0.00
CONTINGENCY - MMD	20%	$0.00
SUB-TOTAL - MMD		**$0.00**
SUM OF CONSTRUCTION COSTS - PRIVATE		$0.00
CONTINGENCY - PRIVATE	20%	$0.00
SUB-TOTAL - PRIVATE		**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL		$0.00
CONTINGENCY - TOTAL	20%	$0.00
SUB-TOTAL - TOTAL		**$0.00**
ENGINEER & SURVEY FEES - MMD	15%	$0.00
ENGINEER & SURVEY FEES - PRIVATE	15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE		**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL		**$0.00**
TOTAL CONSTRUCTION COST		**$0.00**





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TBPELS #: 10194934

PROJECT

KEMP TRACT

WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES

TEXAS, LLC

N

0 300 600 1200

1"=600'

PROJECT NUMBER: 010232001

DRAWN BY: CK

DATE: 2025/11/01

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CONSTRUCTION COST ESTIMATE - MI ONSITE PHASE 31

Water System Cost (MMD)

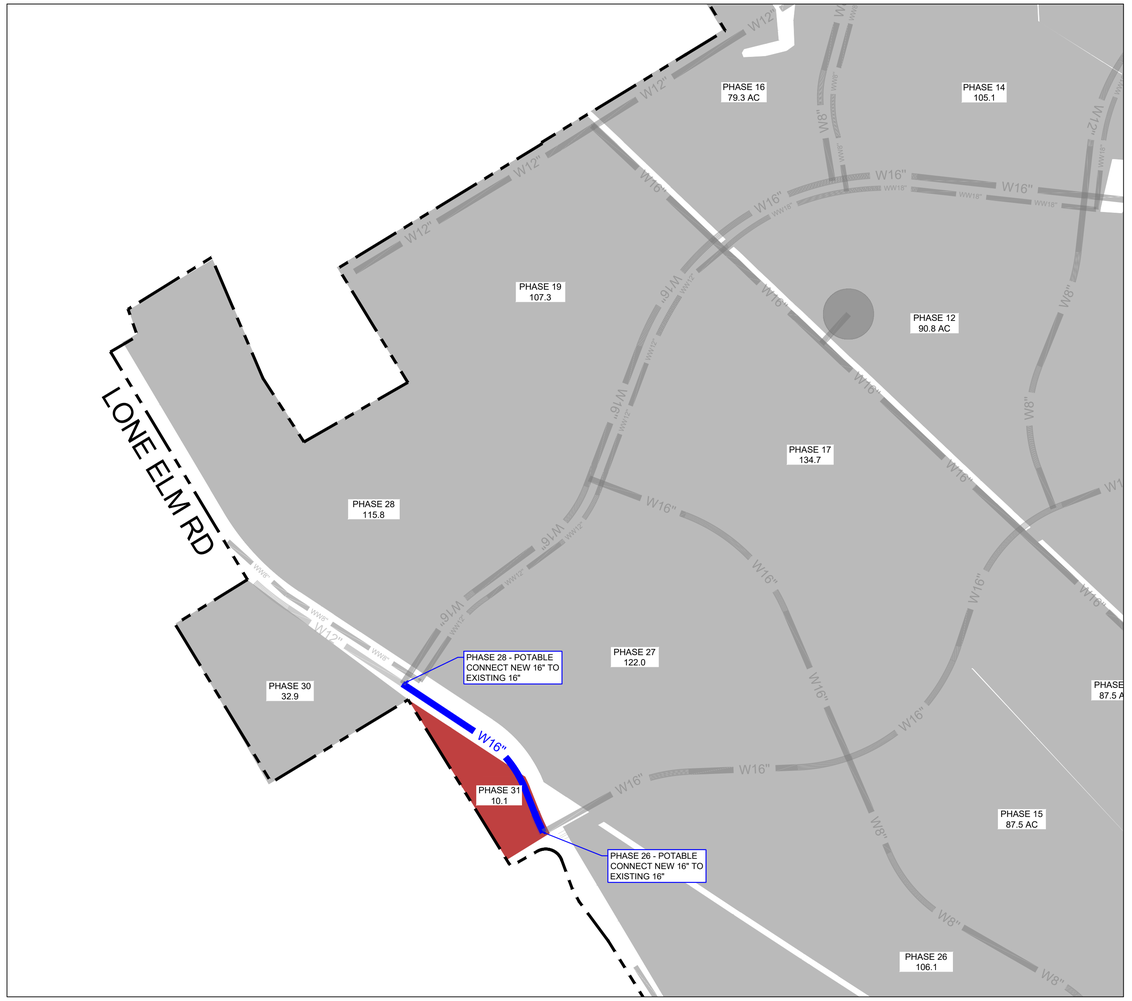
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
16" P.V.C. WATER LINE	LF	1670	$140.00	$233,800.00
FIRE HYDRANT ASSEMBLY	EA	4	$7,500.00	$30,000.00
GATE VALVE (SIZE VARIES)	EA	9	$2,200.00	$19,800.00
TESTING (EXCLUDING GEOTECH.)	LF	1670	$3.00	$5,010.00
TRENCH SAFETY	LF	1670	$0.10	$167.00
			SUB-TOTAL	**$288,777.00**

Note: Water lines include all fittings

SUMMARY

SUM OF CONSTRUCTION COSTS - MMD			$288,777.00
CONTINGENCY - MMD		20%	$57,755.40
SUB-TOTAL - MMD			**$346,532.40**
SUM OF CONSTRUCTION COSTS - PRIVATE			$0.00
CONTINGENCY - PRIVATE		20%	$0.00
SUB-TOTAL - PRIVATE			**$0.00**
SUM OF CONSTRUCTION COSTS - TOTAL			$288,777.00
CONTINGENCY - TOTAL		20%	$57,755.40
SUB-TOTAL - TOTAL			**$346,532.40**
ENGINEER & SURVEY FEES - MMD		15%	$51,979.86
ENGINEER & SURVEY FEES - PRIVATE		15%	$0.00
TOTAL FEES, BONDS, CONTINGENCY - MMD			**$109,735.26**
TOTAL FEES, BONDS, CONTINGENCY - PRIVATE			**$0.00**
TOTAL FEES, BONDS, CONTINGENCY - TOTAL			**$109,735.26**
TOTAL CONSTRUCTION COST			**$398,512.26**





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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT J-4
OVERALL MMD CAPITAL IMPROVEMENTS DETAIL

CLIENT

MINTO COMMUNITIES
TEXAS, LLC

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1"=600'

PROJECT NUMBER: 010232001
DRAWN BY: CK
DATE: 2025/11/01
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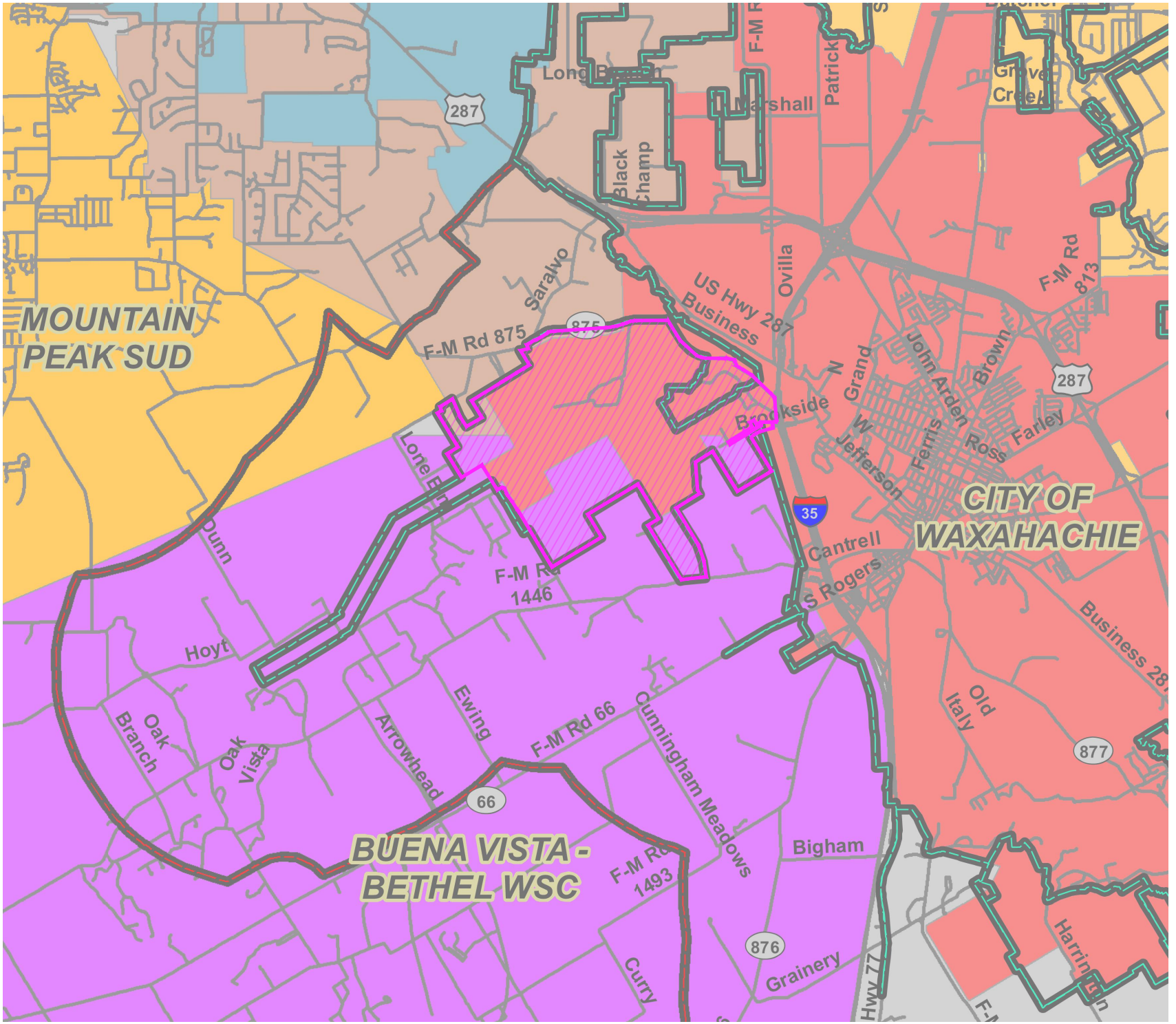
EXHIBIT K

DESIGN REQUIREMENTS

EXHIBIT L

PORTION OF PROPERTY WITHIN [_____] CCN



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PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT L
(CCN BOUNDARY)

CLIENT

MINTO
TEXAS, LLC

N

0 3500 7000

1"=7000'

PROJECT NUMBER:
010232001

DATE:
2025/07/10

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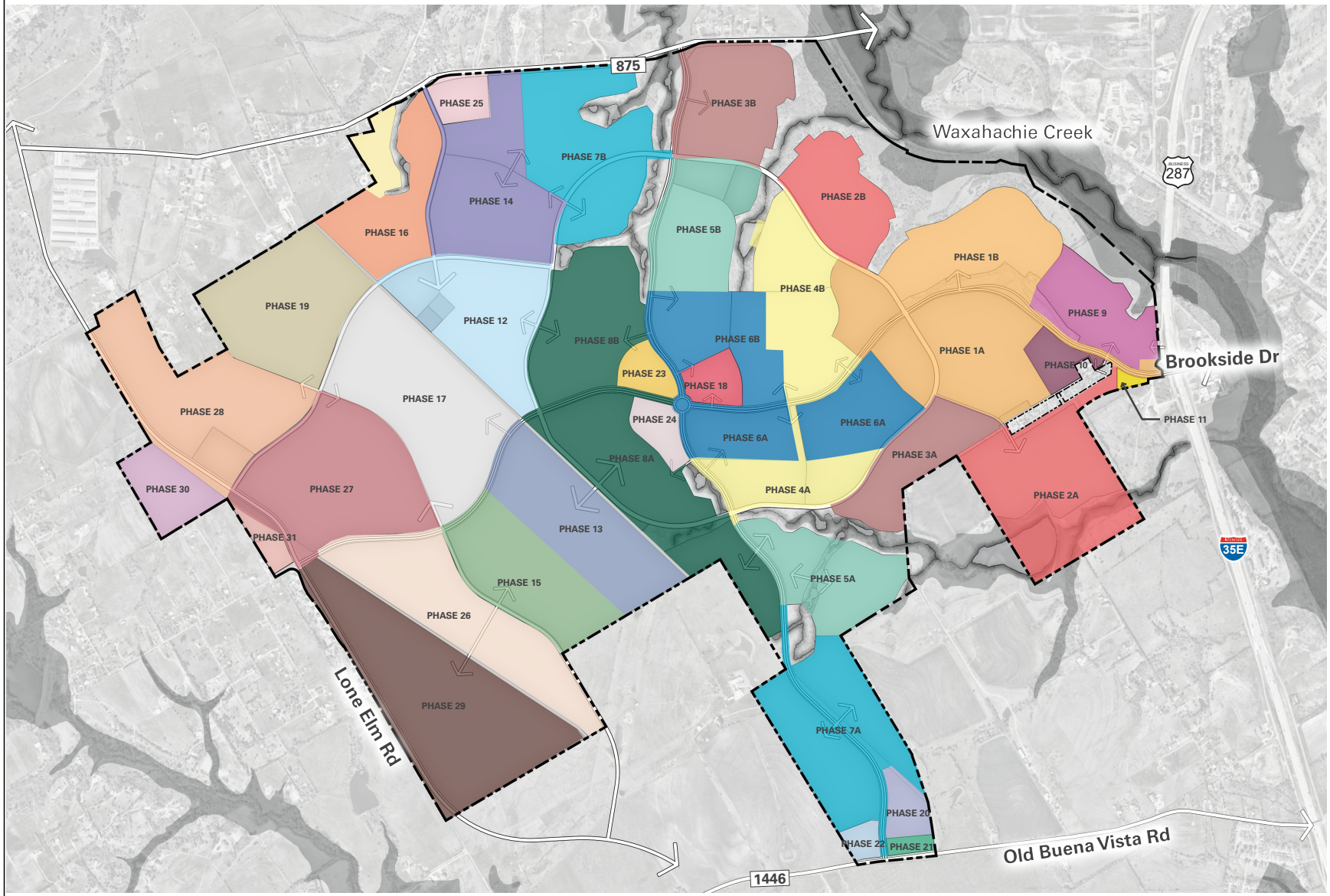
EXHIBIT M
PROJECT PHASING



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TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT M
(PROJECT PHASING)

CLIENT

MINTO
TEXAS, LLC

N

PROJECT NUMBER:
010232001

DATE:
2025/07/10

SHEET:

EXHIBIT N
MMD/HOA/CITY MAINTENANCE EXHIBIT

Infrastructure	Constructed By	Ownership	Maintenance Responsibility	MMD Infrastructure Reimbursable
Public Streets	Developer	City of Waxahachie	City of Waxahachie	Yes
Storm Sewer Systems	Developer	City of Waxahachie	City of Waxahachie	Yes
All Potable Water Lines (except master Irrigation Lines)	Developer	City of Waxahachie	City of Waxahachie	Yes
All wastewater facilities including WW lines and lift stations	Developer	City of Waxahachie	City of Waxahachie	Yes
Waxahachie - Midlothian Trail	Developer	City of Waxahachie	City of Waxahachie	No
Waxahachie Regional Park (adjacent to Wax-Mid Trail)	Developer	City of Waxahachie	City of Waxahachie	No
Sidewalks (adjacent to lots)	Developer	City of Waxahachie	City of Waxahachie	No
Street Lights	Developer	City of Waxahachie	City of Waxahachie	No
Special Purpose Parks (Sports park)	Developer	City of Waxahachie	City of Waxahachie	No
Greenbelts (In ROW including medians)	Developer	City of Waxahachie	MMD	No
Primary Trail (In ROW)	Developer	City of Waxahachie	MMD	Yes
Secondary Trail (In ROW)	Developer	City of Waxahachie	MMD	Yes
Tertiary Trail in City (In ROW)	Developer	City of Waxahachie	MMD	Yes
Irrigation Master Distribution Infrastructure	Developer	MMD	MMD	No
Storm Water Detention (and associated infrastructure)	Developer	MMD	MMD	Yes
Linear Parks (Greenbelts and Floodplain)	Developer	MMD	MMD	No
Gas Line Trails (Parks)	Developer	MMD	MMD	No
Greenbelts (Outside ROW)	Developer	MMD	MMD	No
Secondary Trail (Outside ROW)	Developer	MMD	MMD	No
Primary Trail (Outside ROW)	Developer	MMD	MMD	No
Tertiary Trail (Outside ROW)	Developer	MMD	MMD	No
Primary Amenity Centers	Developer	HOA	HOA	No
Secondary Amenity Centers	Developer	HOA	HOA	No
Neighborhood Parks	Developer	HOA	HOA	No
Pocket Parks	Developer	HOA	HOA	No
Screening walls	Developer	HOA	HOA	No
Development Signage and monumentation	Developer	HOA	HOA	No
Neighborhood/HOA Irrigation systems	Developer	HOA	HOA	No

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PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT N
INFRASTRUCTURE RESPONSIBILITY

CLIENT
MINTO TEXAS LLC

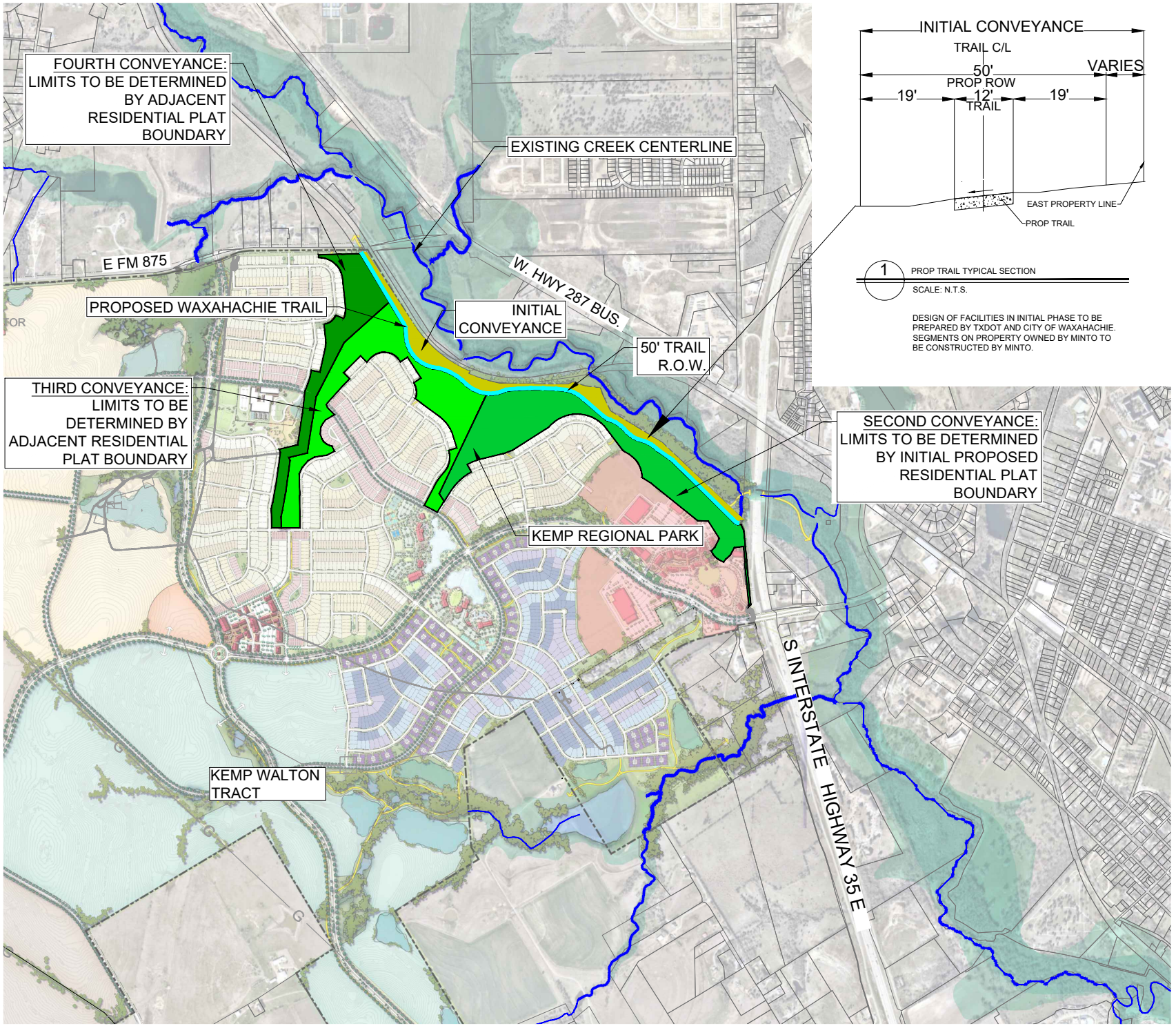
PROJECT NUMBER:
010232001

DATE:
2025/07/03

SHEET:

EXHIBIT O

REGIONAL PARKS AND MIDLOTHIAN-WAXAHACHIE-TRAIL DEDICATION



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TBPELS #: 10194934

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT 0
REGIONAL PARKS AND MIDLOTHIAN-WAXAHACHIE TRAIL DEDICATION

CLIENT

MINTO TEXAS LLC

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EXHIBIT P

IMPACT FEE FRAMEWORK

Below is the framework contemplated for Impact Fee Credits.

Developer Constructed Projects

- Projects constructed by the Developer and are included in the calculation of the City's impact fee at the time of construction of the applicable project shall be eligible for impact fee credits in the amount of the Capital Improvements Costs expended on such project. Such projects shall also be eligible for reimbursements from MMD Bond Proceeds

- Projects constructed by the Developer which are not included in the calculation of the City's impact fee at the time of construction of the applicable project shall be eligible for impact fee credits in the amount of the Capital Improvements Costs expended on such project or reimbursement from MMD Bond Proceeds but not both.

- Offsite Roadway Improvements required by the City shall be eligible for Impact Fee Credits pursuant to Section 395.023 of the Texas Local Government Code for use against impact fees generated on the Property regardless of the location of the service area where the improvements were constructed.

- Any contribution payments to future roadway construction pursuant to this agreement shall be eligible for Impact Fee Credits pursuant to Section 395.023 of the Texas Local Government Code for use against impact fees generated on the Property regardless of the location of the service area where the improvements were constructed.

EXHIBIT Q

INSURANCE REQUIREMENTS

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	$2,000,000 each occurrence, $4,000,000 general aggregate $4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto liability	• $1,000,000 per occurrence • $2,000,000 aggregate or; • $2,000,000 combined single limits	City to be named as additional insured
3. Workers' Comp & Employees' Liability	Statutory Limits $1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

SUPPLEMENTAL INFORMATION

Executive Summary

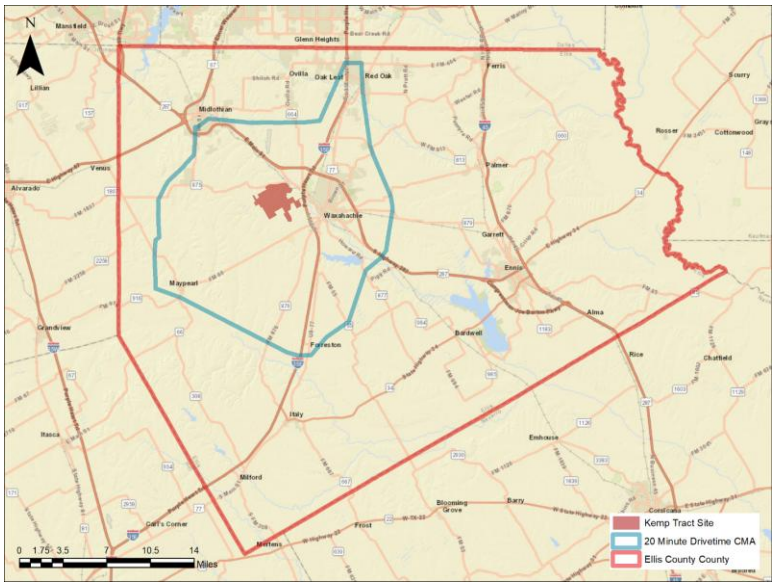
Purpose Of The Study

This is intended to be a high-level investigation of demand at the Kemp Ranch site for office and industrial space at all sizes and levels, as well as demand for retail, medical office, hospitality/hotels, and self-storage uses. The framework for this commercial real estate market analysis is the evaluation of supply and demand within the context of the economic conditions and trends that influence development opportunities within a reasonable market area.

Study Areas

The study areas depicted in the map to the right were used for most of the demographic and market examination in this project. In addition to Ellis County and the 20-minute drive time area centered on Kemp Ranch, certain demographic and market data was also examined for the Dallas-Fort Worth Metropolitan Statistical Area (MSA), the City of Waxahachie, and an expanded study area that includes Ellis, Johnson, Kauffman, and Navarro Counties.

Primary Study Areas



Demographic Highlights

The populations of both the 20-minute drive time area and Ellis County have grown by more than 16% since 2020 and are expected to grow by at least 12% by 2029. This is more than twice the rate of the Dallas-Fort Worth MSA as a whole. Median household incomes in both study areas also more than $15,000 than in the MSA as a whole.

Employment Highlights

Industry-wide, both employment and average weekly wages increased every year from 2015 to 2024, with the exception of 2020. Over 15,000 jobs have been added during this decade, nearly one third of which have been in Construction and Accomodation and Food Services. Nearly 40% of all jobs in Ellis County are in the Manufacturing, Educational Services, and Retail Trade sectors. Nearly 60% of employed Ellis County residents work outside of the County.

Office

There is just under 1.5 million square feet of office space located in Ellis County, about 675,000 square feet having a Waxahachie address. Occupancy is 89.8%, though nearly 98% of existing office space is leased. Rents average $27.79 per square foot. Forecast demand for new office space in the Kemp Ranch site over a ten year period from 2027-2037 is between 8,200 and 14,760 square feet.

There is nearly 1 million square feet of medical office space in Ellis County, over half of which is located in Waxahachie. Occupancy is 93.7% and rents average $29.10 per square foot. Forecast demand for new medical office space in the Kemp Ranch site over a ten year period from 2027-2037 is between 30,000 and 40,000 square feet.

Industrial

Over 31 million square feet of industrial space is presently located in Ellis County. Occupancy is 92.0% and rents average $9.04 per square foot. With average absorption of nearly 400,000 square feet per year in the past decade and nearly 2 million square feet proposed or under construction, industrial has been the most active commercial land use being developed in Ellis County in recent years. There is potential demand for a considerable amount of industrial space in Waxahachie, and it could serve as a secondary commercial land use in the Kemp Ranch site, likely on the periphery of the development.

Hospitality

Just over half of all keys and 2023 hotel room revenues in Ellis County are located in Waxahachie. Nearly 800 new hotel rooms are planned in Ellis County at present, also about half of which are to be located in Waxahachie. Given the expected increase in demand for hotels compared to what is presently planned, demand for hotel space will likely be met without a hotel being built on the Kemp Ranch property.

Self Storage

Presently, there is over 1.2 million square feet of self storage space located in the 20 minute drive time market area. Based on the projected future population for the land area within 20 minutes of the subject site, the current supply of rentable storage space would support the next five years of standard population growth. The are appears to be oversupplied with self-storage inventory at present. Any use of the Kemp Ranch site for self storage space would need to be constructed near the end of the property's development, if at all.

Retail

A total of 10.5 million square feet of retail space presently exists in Ellis County, about 4.5 million square feet located in Waxahachie. Occupancy is quite high at 97.1%. Rents average $21.75 per square foot. The most-recent twelve month absorption was 275,000 square feet, with nearly 300,000 square feet of newly-constructed space delivered. Over 800,000 square feet of retail space is presently under construction or proposed in Ellis County, 65,000 square feet of which is in Waxahachie.

To forecast demand for new retail space in the Kemp Ranch site over a ten year period from 2027-2037, CDS used capture rates of 25% and 37.5% of forecast county-wide growth during this period. Based on these capture rates and the recent absorption trends in the market area, forecast retail demand for the Kemp Ranch site from 2027 through 20237 is between 457,894 and 686,840 square feet.

The City of Waxahachie contains 282 square feet of retail per household living within its boundaries. For Ellis County, this figure is 133. Comparing the present retail situation in Waxhachie and Ellis County to the region, the state, and the nation indicates that these figures are considerably higher than those seen in more heavily developed areas. For example: The Dallas-Fort Worth MSA figure is 119, Collin County's is 117, and Denton County's is 96. The estimated national average is 53 square feet of retail per household.

Additional Retail

In addition to the site share analysis of retail potential for the Kemp Ranch site, which looks at retail development and performance in the recent past to inform its likely future, an examination of the long-term demographic forecasts and future retail demand was also produced. The long-term forecast used for this analysis is from the 2050 Regional Forecast and Mobility Plan issued by the North Central Texas Council of Governments (NCTCOG) in 2024. To produce this analysis, CDS examined the relationship between the number of households, estimated retail consumer buying power, and existing retail space located within the established retail CMA (Ellis County).

Using these metrics as a basis for the analysis, the NCTCOG 2050 Regional Forecast of households was examined. In addition to Ellis County, the forecast was collected for two other market areas, the 20-minute drive time area from the Kemp Ranch site (also used in the self-storage demand analysis) and an "expansive" regional retail demand area that includes Ellis County as well as Johnson, Kauffman, and Navarro Counties. The expected and aspirational capture rates for Kemp Ranch assumed for the Ellis County CMA were 20% and 30% respectively. For the 20-minute drive time area these rates were 50% and 70%. For the four county "expansive" area, the capture rates were 7% and 11%.

This analysis produced the following forecast demand for retail space in the Kemp Ranch site.

- Ellis County CMA: between 643,410 and 965,114 square feet
- 20-Minute Drive Time CMA: between 601,467 and 842,054 square feet
- Expansive CMA: between 651,587 and 1,023,923 square feet

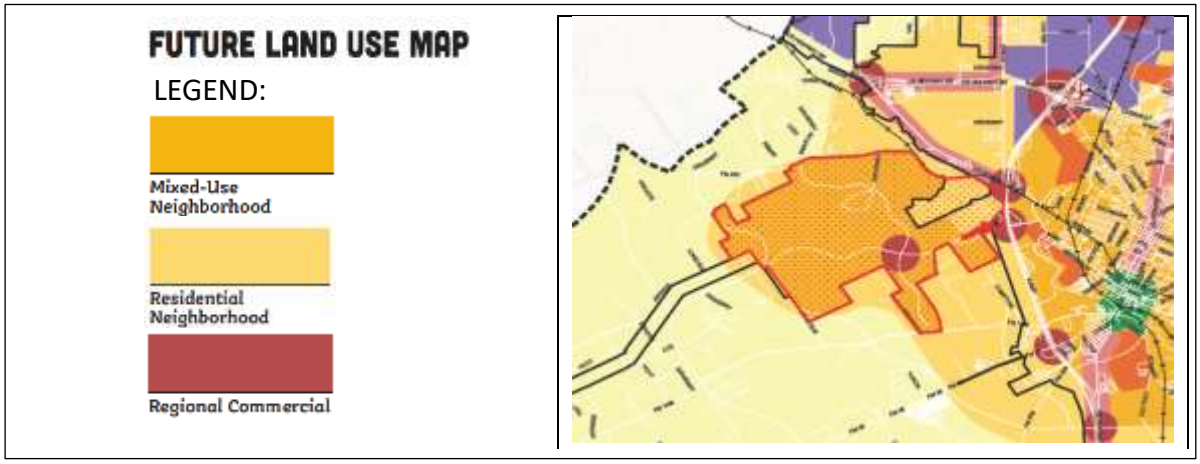
"KEMP TRACT"
COMPLIANCE WITH COMPREHENSIVE PLAN

The proposed "Kemp Tract" Planned Development is a thoughtfully designed master planned community that advances and realizes goals and objectives set forth in the City of Waxahachie's 2023 Comprehensive Plan. It will be the largest development in Waxahachie's history and will provide a balanced mix of housing options for future Waxahachie citizens while at the same time substantially expanding the economic base for generations to come.

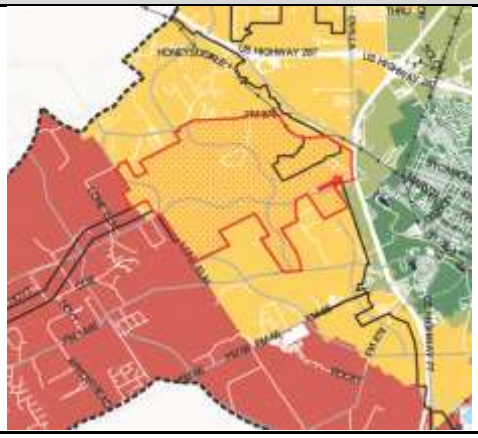
As presented in the table below, the proposed development is directly supported by the Future Land Use Map and a vast majority of the City's goals, objectives, policies and recommendations set forth in the City's Comprehensive Plan. The Plan consistently reiterates several themes carried through in the proposed development including mix of housing types, connectivity, pedestrian trails, open space, and fiscal responsibility which the proposed design and regulations meticulously incorporate.

The below chart details how MINTO's proposal directly conforms to the Future Lan Use Map in the City's Comprehensive Plan and meets or exceeds each principle or recommendation in that Comprehensive Plan.

FUTURE LAND USE MAP DESIGNATION
The Future Land Use Map shows three land use types for the subject property: Mixed-Use Neighborhood, Residential Neighborhood, and Regional Commercial.



Mixed-Use Neighborhood A mixed-use neighborhood hearkens back to the pre-suburban development pattern with smaller lots, smaller setbacks, shorter blocks, diverse housing typologies and very importantly, a mix of uses. This mixing of activities and uses allows the area to adapt and change over time to suit the needs of its inhabitants. Though it is not imperative for uses to always be mixed within the same building, it is important to note that large monolithic developments with near exclusive uses such as large multiplex apartments or retail centers with large land area being devoted to automobile parking do not suit mixed-use neighborhoods.	The majority of the subject site falls within the Mixed-Use Neighborhood designation. The proposal includes such Typologies recommended in the Comprehensive Plan for the Mixed-Use Neighborhood designation as single-family detached, accessory dwelling units, cottages, townhomes, and neighborhood-scale retail and commercial uses. Pocket parks and other open spaces are conveniently located throughout the site. This community will be an exceptional example of "live, work and play" as recommended by the Comprehensive Plan. Residents in both the Active Adult and Multigenerational neighborhoods will have robust amenities within this community in addition to being able to enjoy all that Waxahachie offers, including its historic Downtown. *The proposed development is directly supported by this land use classification.*
Residential Neighborhood Although this placetype will predominantly consist of traditional single family detached housing, denser housing types are encouraged such duplex, cottage courts, and townhomes.	Some of the eastern portions of the site close to I-35 fall within the Residential Neighborhood Future Land Use designation. This includes some of the Active Adult and Intergenerational residential neighborhoods. In addition, we propose a Mixed-Use area close to I-35. We believe this insertion of non-residential uses makes sense given the proximity to a major interstate highway, and minimizing traffic impact on the residential neighborhood areas further west within the proposed Planned Development. *The residential component of the proposed development is directly supported by this land use*

	classification. Other policies and objectives in the Comprehensive Plan support the proposed retail component.
Regional Commercial: Logically placed near high traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses including but not limited to restaurants, retail, gas stations, and office. Common Uses include: Major Retail Entertainment Restaurants Auto-Oriented Businesses Multi-Family Residential Over	The Future Land Use Map also includes a Regional Commercial node which was largely contemplated with the Emory Farms PD. We propose a very similar Mixed-Use area at this general location as shown in the Future Land Use Map. Mixed-Use areas per the proposed PD would be limited to 20% residential.
GROWTH SECTOR MAP	
SECTOR MAP LEGEND: Controlled	
Controlled Growth Sector designation: If development is allowed outside the infill growth and infill rim, it should	The property falls entirely within the Controlled Growth Sector (see below map). This is outside of the Infill Growth

develop in a higher density way that generates value above and beyond the cost of associated infrastructure costs. • Development in this sector should align with the guiding principles of this plan, particularly those related to diversifying the housing and neighborhood options in the city.	and Infill Rim areas, thus in an area where the Comprehensive Plan supports higher densities in order to generate revenues that cover and exceed infrastructure costs. The development will generate substantial density which will translate into significant revenues to pay for development amenities and municipal services. A development agreement will further provide the essentials for the extension of infrastructure for the development, help facilitate a tool to assist in the financing of the vast amount of amenities and infrastructure for the development, while at the same time establishing design standards to assure the aesthetic appeal for the neighborhoods. *The proposed development is firmly consistent with the Growth Sector Map recommendation.*
COMPREHENSIVE PLAN GOAL OR OBJECTIVE	**COMPLIANCE**
GUIDING PRINCIPLES	
Comprehensive Plan Guiding Principle #1 (page 36 of the Comprehensive Plan): "Resource stewardship and fiscally responsible growth ensures a more prosperous community for the long haul." "the city will seek to improve development to provide a better return on its investment and to align the services that they provide with what the community is willing to pay for." "Waxahachie is committed to protecting and preserving its natural resources as	MINTO proposes to develop in a Growth Sector in which the Comprehensive Plan supports higher densities in order to generate revenues that cover and exceed infrastructure costs, thus aligning with the recommendation for fiscally responsible growth. A Development Agreement is proposed to ensure the timely and high-quality delivery of the necessary infrastructure, and long-term maintenance, to successfully support this community for decades to come. In addition, a significant amount of natural areas will be preserved

well. Ensuring that the community has access to the scenic and natural qualities in and around Waxahachie is paramount to success."	for trails and other passive recreation activities for residents to enjoy.
Comprehensive Plan Guiding Principle #2 (page 36 of the Comprehensive Plan) : "Our historic core is valuable and worthy of investment and incremental improvement."	The proposed development will bring additional patrons, employees and business owners for the historic downtown which will further the City's investment and incremental improvement in the historic downtown.
Comprehensive Plan Guiding Principle #3 (page 37 of the Comprehensive Plan) : "When what we need is closer to home, we need fewer roads and quality of life improves." "Quality of life is measured at the neighborhood level."	The proposed community will consist of walkable neighborhoods with convenient retail and service uses, amenities and open spaces, as well as future schools and other public uses. The focus will be on creating active, interesting neighborhoods which will foster a high quality of life. In this regard, the neighborhoods will include many "complete" attributes promoted in the Comprehensive Plan including proximity to open space and parks, well-designed mix of residential, commercial and recreational uses which will further an enhanced quality of life which is set forth as a primary goal in the Comprehensive Plan.
Comprehensive Plan Guiding Principle #4 (page 37 of the Comprehensive Plan): "When housing types are diverse and plentiful, more people can afford to live comfortably." "it's important to understand that not everyone can afford or wants to live in a detached single-family home in an exclusively residential neighborhood." "As demographics shift to a more balanced mix of ages, interests, and incomes, more people are looking for options that are more affordable and/or in a different context, such as a duplex or small cottage	MINTO proposes numerous and diverse housing types including (but not limited to) residential detached homes, cottages, villas, townhomes, and multi-family living, giving residents of various ages and income levels choices of where to live. This mix of housing types directly furthers Comprehensive Plan Guiding Principle #4 primarily by providing a mix of options both in typology and context as suggested by the Comprehensive Plan. To that extent, this proposed development is uniquely situated to satisfy the Plan's recommendations for diverse housing stock and affordability and fulfill each and every Comprehensive Plan principle in a manner unmatched by any other development in Waxahachie.

that's more affordable due to the smaller size, or upscale urban living and townhomes that are more expensive but in a walkable, mixed-use context as discussed previously." "A critical piece of the puzzle required to keep housing affordable for everyone in a community is to build and maintain a mix of options both in typology and context.	
Comprehensive Plan Guiding Principle #5 (page 38 of the Comprehensive Plan): "Everyone deserves access to a safe, affordable, and efficient mobility system."	MINTO's proposal reflects a safe and efficient mobility system for pedestrians, bicyclists and automobiles and will comply with City of Waxahachie standards. Streets are well-designed, safe pedestrian connections are provided, trails are proposed through natural settings for hikers and bicyclers, and connectivity to open space and parks is a primary hallmark for the development. These attributes directly further Comprehensive Plan Guiding Principle #5.
Comprehensive Plan Guiding Principle #6 (page 38 of the Comprehensive Plan): Our culture, places, and people form the foundation for a diverse, resilient, and locally-focused economy.	MINTO's proposal will add residents, employment, retail and other services to the Waxahachie community. With this growth of the City comes a larger and more vibrant local economy, with more residents to patron and grow local businesses.
LAND USE & GROWTH MANAGEMENT RECOMMENDATIONS	
1. Build complete neighborhoods, not just residential subdivisions. (page 59 of the Comprehensive Plan) Complete neighborhoods are not only a quality of life improvement but also reap many financial benefits for the City. In a complete neighborhood, streets and sidewalks are interconnected to make daily needs more accessible by walking	The proposed development is a completely unique project with many benefits to be derived by the City. It represents a great example of a complete neighborhood and not just another residential subdivision. Multi-generational and resort-style Active Adult neighborhoods are included, with robust amenities such as mixed use nodes, adventure park, pocket parks and open spaces, nature trail systems, as well as retail

or biking. Complete neighborhoods have housing, schools, parks and commercial/personal services within a close proximity to make daily goods and services more accessible from home.	shopping, entertainment, and mixed-use areas. This proposal offers a high quality of life for residents of all ages. In this regard, the proposed development is directly in line with this first recommendation.
2. Implement new policies to manage and direct growth. (page 59 of the Comprehensive Plan) Analysis conducted with this Comprehensive Plan shows that expansion of the city limits and extension of new infrastructure is not necessarily required to accommodate a majority of the projected growth. The City should utilize the growth sector map to prioritize development in areas with existing infrastructure instead of extending infrastructure to undeveloped areas, which would unnecessarily increase the City's liabilities long-term.	While some properties are requested to be annexed into the City of Waxahachie, most of the property is currently within the city limits and within the previously approved Emory Lakes Planned Development (PD). MINTO's proposal falls within the Controlled Growth Sector which is outside of the Infill Growth and Infill Rim areas, thus in an area where the Comprehensive Plan supports higher densities in order to generate revenues that cover and exceed infrastructure costs which is consistent with the proposed planned development.
3. **Expand the City's Park, Open Space, and Trail System. (page 59 of the Comprehensive Plan)** As the City continues to grow, it is essential to prioritize and preserve open space areas for recreational purposes. Parks are a quality of life improvement and critical spaces for community gathering and interaction.	MINTO proposes to construct and dedicate to the City its portion of the Waxahachie-Midlothian Regional Trail, while including additional trail elements such as drinking water fountains and seating. MINTO proposes to build extensions of the Regional Trail system into the development thus providing important connectivity for future residents to the City's Regional Trail system. In addition, MINTO's proposal includes numerous internal parks, open spaces, and trails in furtherance of this recommendation.
4. Calibrate development standards to allow the type of development envisioned within each placetype. (page 59 of the Comprehensive Plan) Single use subdivisions and regional commercial centers conflict with the community's desired values, particularly fiscal responsibility, affordability, and	MINTO's proposal includes a diverse mix of residential housing types, retail and other personal services, amenities, parks, open spaces, and trails. The proposed PD development standards and development standards proposed for the development agreement ensure this mix of uses and amenities.

healthy living. Development standards should be updated to support the place types and complete neighborhood principles established in this Plan.	
Overcoming Barriers to success with regard to Land Use and Growth Management (pages 66-67 of the Comprehensive Plan): #2: Updating the land use approach to place types and combining that with upgraded design standards that clarify base expectations for different types of neighborhoods can improve clarity and reduce staff time processing developments, while still ensuring development meets the community's standards and goals.	MINTO's proposal is designed to be a series of communities with a variety of residential types in close proximity to retail, open space, parks and public spaces furthering the recommendation of creating placetypes in the Comprehensive Plan.
MOBILITY AND CONNECTIVITY RECOMMENDATIONS	
1. Coordinate land use and mobility strategies to create commercial nodes in each quadrant of the City and within neighborhoods (page 81 of the Comprehensive Plan). Currently the majority of commercial activity occurs along 77. Complete neighborhoods can remove the traffic burden from 77 by encouraging schools, parks, commercial and personal services within a short walking or biking distance.	Appropriate Mixed-Use nodes are proposed within the development that closely align land use with the street network. Larger, commercial nodes are appropriately planned at the perimeter of the development to capture regional traffic on major thoroughfares. In addition, there will be future schools within the community, providing opportunities for future students within this community to walk to school. The proposed commercial uses will provide retail alternatives to the overburdened 77 corridor.

3. Improve network connectivity (page 81 of the Comprehensive Plan). A grid style network with short block lengths promotes efficient traffic distribution, helps prevent congestion at concentrated intersections, and slows cars down in neighborhoods where pedestrian safety is the priority.	As shown on the Thoroughfare Plan exhibit, a well-connected network of roadways is proposed, with the arterial roadways including a multi-use trail. Final street sections and the roadway plan, which are proposed to conform to the standards in the Comprehensive Plan, are subject to City staff's acceptance.
4. Design neighborhood streets to prioritize people, place, and productivity (page 81 of the Comprehensive Plan). In order to build complete neighborhoods and mixed-use centers that generate above average value per acre, streets in these areas must prioritize human interaction, pedestrian mobility, and placemaking over traffic or speeds.	Streets are designed in a manner that prioritizes pedestrian safety and enjoyment over maximizing traffic speeds. Streets will be pedestrian-friendly with interconnected sidewalks and trails. Off-road trails provide alternate means of connectivity and separate the pedestrian and bicycle enthusiast from vehicles.
5. Prioritize safe and efficient movement of vehicles on arterials (page 81 of the Comprehensive Plan). Whereas neighborhood streets are designed to prioritize people and place over cars, arterial corridors should be dedicated to moving vehicles efficiently across the city. Major and minor arterials should be designed to limit access, crossings, and bike/pedestrian facilities to promote safe and efficient movement of vehicles and reduce opportunities for pedestrian conflict points.	MINTO agrees with this Recommendation. The proposed street sections include infrastructure for pedestrians with the arterial sections including a multi-purpose trail for pedestrians and bicyclists. Further, per Comprehensive Plan recommendation, green parkways are added outside of travel lanes to separate the pedestrian from the street providing another level of safety.
6. **Maximize return on Investment for mobility infrastructure (page 81 of the Comprehensive Plan).** The city currently has more street infrastructure than it can afford to maintain long-term without additional revenue. Proactive preventative maintenance and design strategies to	In this development, street sections are designed consistent with the Comprehensive Plan criteria in a manner so as not to build overly wide streets. Overly wide street would ultimately require more pavement to maintain while also increasing the design speed of vehicles, thus decreasing pedestrian and

reduce pavement width can spread costs out over longer periods, while intentional growth management strategies can be used to increase tax revenue productivity in served areas and new development. Together, these can help close the infrastructure funding gap over time.	bicycle safety. As noted above, the proposed streets are designed in a manner that prioritizes pedestrian safety and enjoyment over maximizing traffic speeds.
7. Provide mobility options for everyone (page 81 of the Comprehensive Plan). Building and maintaining a well-connected network of sidewalks and bike facilities will ensure those who want or need to get around the community without a car are able to do so safely and conveniently.	This Planned Development is designed in a manner that safely accommodates pedestrians, bicycles, and automobiles. Additionally, to promote additional modes of mobility, the Developer or MMD will provide locations for transit stops in the event public transit is available.
NEIGHBORHOODS & DOWNTOWN RECOMMENDATIONS	
1. Maintain the Character of Waxahachie (page 105 of the Comprehensive Plan). Development and redevelopment should match the existing character of Waxahachie. The traditional pattern of development in the older parts of Waxahachie reflects the principles and goals of this plan. New development should continue this pattern whether constructed in infill or greenfield settings.	Thoughtful architectural guidelines based on local vernacular architecture and sound development standards have been proposed that respect and align with the existing character of existing and historic Waxahachie neighborhoods. Further, much like other areas of Waxahachie, the proposal aims at building neighborhoods, not subdivisions.
2. Diversify housing mix to encourage diverse housing types at various price	MINTO proposes a robust and diverse mix of housing types including, but not limited to, residential detached homes, cottage

points (page 105 of the Comprehensive Plan). Building more smaller homes that use less land is one of the key takeaways for becoming more fiscally sustainable as a city and a key element of making housing more affordable to build, rent, and own. The City can work toward ensuring a healthy mix of options by requiring a percentage mix in existing and new neighborhoods dependent on the size of the development and applicable Place Type.	homes, villas, townhomes, and multi-family living, giving residents of various ages and income levels choices of where to live.
3. Prioritize infill and revitalization to maximize existing infrastructure and public services (page 105 of the Comprehensive Plan) . This is the fastest way to close the City's resource gap and maximize return on taxpayers' investments. There are numerous vacant parcels and plenty of opportunities for Accessory Dwelling Units (ADUs) and vertical development to add incremental density and diversify housing and commercial options without requiring more infrastructure. Additionally, providing smaller units makes them more affordable for residents and small business owners. All development, whether infill or greenfield, should be context-sensitive so as not to disrupt the neighborhood's character and fabric.	The proposal is not an infill development, but a series of neighborhoods offering a variety of residential types and retail uses intermingled with an intricate trail network. As noted in the Growth Sections section above, the diversity of housing types including some higher density products aligns with the Comprehensive Plan's recommendation for the Controlled Growth Sector and helps offset costs for new infrastructure.
4. Update design standards to preserve historic places and encourage higher quality design standards in historically significant areas of the City (page 105 of the Comprehensive Plan).	The proposal is not within the historic center of the City, so this recommendation would not apply.

Expand overlays to preserve and protect historic properties.	
5. Improve and enhance the central core of Waxahachie (page 105 of the Comprehensive Plan). Continue to improve and invest in downtown Waxahachie and ensure that development on the periphery compliments downtown.	The proposed community will add patrons, employees and possibly shop owners to Waxahachie to support Downtown and community events in the downtown. Amenities and events held within the community will be primarily private and unique to the community and will not compete with the special events held in Downtown Waxahachie.
NEIGHBORHOOD AND DOWNTOWN SNAPSHOT (page 106 of the Comprehensive Plan): Providing housing for Everyone	The proposed development offers substantial housing types for all furthering this objective stated in the Comprehensive Plan. By offering a wider variety of housing options such as "build-for-rent, accessory dwelling units and senior apartments, this proposal also directly addresses one of the barriers to success facing this series of recommendations. Further the proposal offers numerous amenities within each neighborhood as well as connectivity to vast open space and parks tackling another barrier to success.
Meeting housing Needs (page 111 of the Comprehensive Plan) • Access to more housing types within the city is critical, because the City is better able to facilitate the high-quality development it needs for fiscal sustainability. • Ensuring that housing typologies are as diverse as the community will make Waxahachie more attractive and competitive in the Metroplex.	MINTO's proposal squarely furthers the objectives for meeting housing need. The development will provide access to more housing types, facilitate high quality development through architectural and development standards which will contribute to making Waxahachie more attractive and competitive in the Metroplex.

Neighborhood Hierarchy (page 116 of the Comprehensive Plan) • The neighborhood should become the central planning unit • The local (Neighborhood) Scale is where most residents' daily needs are met, and where they spend most of their time. For most neighborhoods, this means amenities and destinations are easily reached on foot. At this scale, traffic patterns should favor pedestrians and bicyclists, and access to transit should be available. Housing is mixed, and in less rural neighborhoods, uses are mixed more freely. Neighborhoods themselves differ from one to the next, so plans should be created with substantial input from current residents regarding their needs in that area.	In the proposed development, the neighborhood is the key element. MINTO proposes a series of neighborhoods with numerous amenities, connectivity, open space and trails which conforms to this neighborhood hierarchy objective.
Park Types (page 126 of the Comprehensive Plan)	MINTO proposes numerous neighborhood, pocket, linear, open space parks and a special purpose park in furtherance of this Comprehensive Plan objective.
Neighborhood Design (page 128 of the Comprehensive Plan) Scale, which is made up of size and shape of buildings, and how they interact with the public space (usually streets).	MINTO has incorporated numerous architectural designs and anti-monotony standards incorporated with pedestrian access, open space, and trails to create community character.
Complete Neighborhoods	Each of the MINTO neighborhoods contain elements expressed in the

(page 131 of the Comprehensive Plan) "Complete Neighborhoods are most commonly found in the Mixed-Use Neighborhood placetype and are most complete in terms of use mix, access, and activity. Those living in these neighborhoods should expect constant change where the scale and use of properties is incrementally evolving to meet the residential and commercial needs of those living and working there."	Comprehensive Plan for creation of "complete neighborhoods" including incorporating the following features throughout different neighborhoods: • Connectivity • Mix of housing types • Variety of lot sizes • Proximity to open space and parks • Proximity to retail uses • On-street parking • Primarily slow, narrow streets with parking on both sides • Street trees and sidewalks on both sides of the street • Green space within ¼ mile of all homes • Connection of parks and open space through sidewalks and trails • Integrate detention areas as meaningful parts of open space network, or should be created as scenic focal points • Architectural diversity • Use of common design themes across architectural styles • Use of porches, stoops, and balconies - to add visual interest • Alternative exterior materials that are more durable and sustainable long term • details such as pocket parks, or outdoor dining at terminated vistas to add interest to neighborhood design • Integration of civic uses

Authors:

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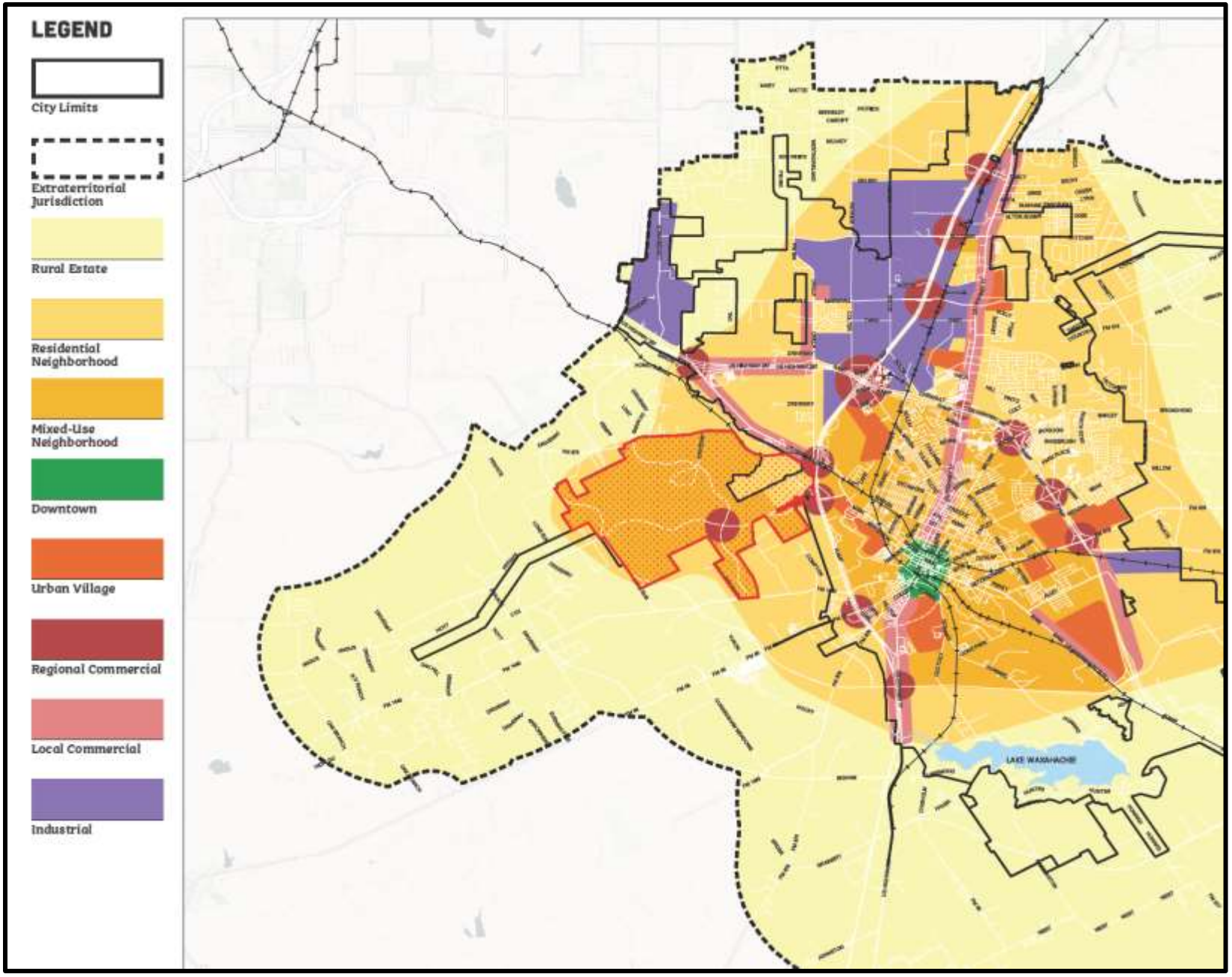
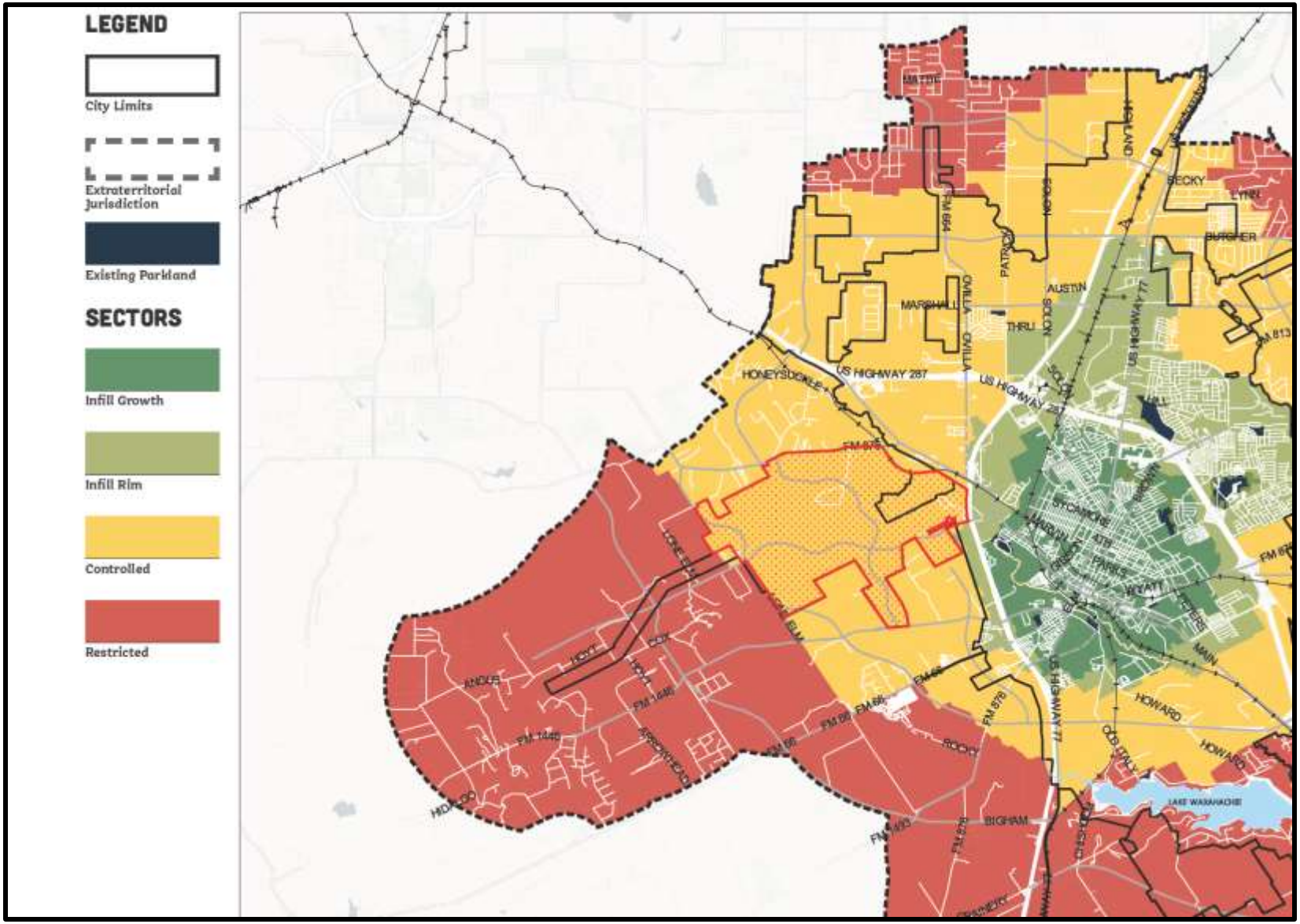
Will Guerin, AICP, Will Guerin is a professional planner with extensive experience in urban planning and land use entitlement matters. He has served as both a director and staff planner for municipal planning and development departments. Will specializes in land use and development planning. He has managed zoning cases, subdivision plats, site plans, and variance requests, in addition to guiding transportation planning, annexations, and development agreements. As a planner, Will has presented to and supported Planning & Zoning Commissions, City Councils, and other boards and commissions. He has led the creation and adoption of comprehensive plans and other master plans, and managed various other planning projects. Prior to joining Jackson Walker, he held roles in the planning and development departments of Garland, Hutto, and Fort Worth, where he gained experience in local, state, and federal regulations. Will is a member of the American Institute of Certified Planners (AICP) and received both his B.S and M.A.Geo degrees from Texas State University.



FUTURE LAND USE MAP WITH PROPOSED SITE BOUNDARIES SHOWN



SECTOR MAP WITH PROPOSED SITE BOUNDARIES SHOWN

EXHIBIT 22

STAFF COMMENTS ON TECHNICAL ERRORS/CONCERNS

DRAFT
010826 KEMP PD DRAFT (REDLINED AGAINST THE 111825 VERSION)

"KEMP TRACT" PLANNED DEVELOPMENT

DEVELOPMENT STANDARDS

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Commented [KZ1]: Exhibits K, L, and O are missing from the PD Exhibits document provided to staff.

Commented [KZ2]: The Exhibit page was labeled Exhibit O and needs to be revised to Exhibit P.

CHAPTER 1. TITLE, PURPOSE, FLEXIBILITY, APPLICABILITY

1.1. Title

These Development Standards for the Kemp Tract Planned Development District (the "PD") have been prepared on behalf of Minto Communities Texas, LLC (the "Developer") pursuant to the Waxahachie Code of Ordinances Sec. 7.02 and set forth the applicable land use regulations for the property subject to the PD. These regulations modify both the zoning regulations (Appendix A - Zoning) and the subdivision regulations (Appendix C - Subdivisions) adopted by the City of Waxahachie and codified in the City's Code of Ordinances. Upon final approval of the PD ordinance by the City Council, the Planned Development District is vested in accordance with Tex. Loc Gov't Code Ch. 245.

1.2. Purpose

This PD is to provide an alternate set of standards to the Emory Lakes Planned Development District to enable an optional development consisting of a comprehensive master planned community within the Property. This PD document establishes specific development standards for both a distinctive Active Adult Community and a Traditional Master Planned Community and establishes development regulations in conjunction with the Waxahachie Code of Ordinances through specific development, design, and engineering standards such as:

- Providing a PD document that can respond to current market conditions and maintain the flexibility necessary to address changes in the future;
- Incorporating residential single-family lots and innovative forms of housing types that have been proven successful in other Active Adult communities;
- Including a diversity of housing types that range from single-family detached homes to clusters of paired cottages, paired villas, single-family attached, and Multi-Family housing based on a market-driven program;
- Including a well-defined network of vehicular, bicycle, and pedestrian circulation systems that provide connectivity, not only within the project itself but also to adjacent land uses;
- Incorporating amenity centers which will include uses such as a fitness center, resort-style pool, restaurant, and concert venue;
- Developing an internal park system that will include walkable trails and significant open space that will contribute to the residents' quality of life; and,
- Incorporating golf cart pathways as a component of the street and trails system within the development.

An Active Adult Residential District is tailored to the needs of Active Adults through specific architecture, design, and engineering standards. The term "Active Adult" is defined as an age-qualified planned community, as permitted by law, that offers homes and community features and amenities that are oriented to adults aged 55 years and older.

1.3. Applicability

1.3.1 The property subject to these Planned Development standards consists of approximately 3,169 acres, generally identified in the Zoning Location Map in **EXHIBIT A- ZONING LOCATION MAP** and more particularly described in **EXHIBIT M - LEGAL DESCRIPTION** (the "Property"). Existing conditions are as shown in **EXHIBIT L- EXISTING CONDITIONS**.

1.3.2 This PD District is being created as a freestanding district. Development of the Property shall be in general conformance with **EXHIBIT B – CONCEPT PLAN** and the standards in this PD document, exhibits and accompanying documents. In the event of a conflict between the written text and the illustrations within this document, the written text contained herein shall control.

1.3.3 This PD document shall be the governing document for development of the Property and in the event of any conflict or inconsistency between the Waxahachie Code of Ordinances and this document, the terms and provisions of this PD shall control. This PD document is a vesting document for purposes of Chapter 245 of the Texas Local Government Code.

1.3.4 "PD" is used to refer to the "PD District," unless otherwise specified. References to the term "PD" mean either the physical area designated as the PD District or these PD Development Standards as a regulatory instrument, depending on the context.

1.3.5 All "Section" (Sec.) references are to the Waxahachie Code of Ordinances unless otherwise stated.

CHAPTER 2. COMPLIANCE WITH THE CITY'S COMPREHENSIVE PLAN

2.1. Compliance with the City's Comprehensive Plan

This PD is in compliance with the City's Comprehensive Plan and meets or exceeds Goals and Objectives identified throughout the Waxahachie Comprehensive Plan. The Property is divided into five different PD zoning districts that will create an appropriate mix of land uses. The boundaries of each district are indicated on **EXHIBIT B – CONCEPT PLAN**. (Refer to **EXHIBIT C – PERMITTED USES** for the approved uses within each district). The five districts reflect the land use designations consistent with the City's Future Land Use Plan (FLUP). Proposed public land uses (schools & civic uses) shall be provided as set forth herein.

CHAPTER 3. ADMINISTRATIVE APPROVAL

3.1. Administrative Approval Intent

This Chapter sets forth the provisions for reviewing and approving development applications within the PD District. The intent is to ensure that all development is consistent with the provisions of this PD.

3.2. Development Process Amendments

Development within the PD District shall follow the City's development process as outlined in Appendix A, Article II, Section 2.04 and Article VII, Section 7.02 of the City of Waxahachie's Code of Ordinances except as amended:

3.2.1 Site Plan approval is required for all nonresidential, mixed-use, and multi-family properties prior to the approval of a Civil Construction permit including said property. Site Plans shall be reviewed by the Planning and Zoning Commission for recommendation to the City Council, and considered by the City Council. Approval of a Site Plan by City Council and Civil Construction Permit alongside the filing of a Plat shall be the basis for submission of a building permit.

3.2.2 Standard for Approval of Site Plan: If a Site Plan conforms to the standards set forth in this PD and applicable City regulations that are not in conflict with this Code, it ~~shall be approved~~. Upon request by an Applicant, the authority charged with approving the Site Plan shall certify the reason(s) for an action taken on a development plan.

3.2.3 Section 7.02(e)(ii)(1) is amended as follows:

For the purposes of this PD, the PD Ordinance shall be considered complete with the submittal of **EXHIBIT B – CONCEPT PLAN** as described in Section 7.02.e of the City of Waxahachie Zoning Ordinance.

3.2.4 There is no time requirement for submittal of a Site Plan or Residential Plat after this PD Ordinance is approved. Detailed Site Plans are not required for the development of the Property.

3.2.5 Site Plans are only required for non-residential, mixed use, and multi-family properties and shall meet all requirements of Section 7.01 and shall be approved prior to the approval of a Civil Construction permit for the property subject to that Site Plan approval.

3.2.6 Sections 7.02(e)(vi)(2), (3)(4) and (5) do not apply to this PD.

3.2.7 Section 2.04 (b): At such time, a request to amend the zoning designation or PD development standards is submitted as to a specific property, only the owner of the property subject to such change, or their representative, initiating the request shall be named as the "Applicant." Such amendments shall be processed as subdistricts within the PD. No other owners of property within the boundaries of the PD are required to be applicants for such amendments to the PD.

3.2.8 The Concept Plan referenced in Section 7.02.c.ii.1 and 7.02.d.i of the City of Waxahachie Zoning Ordinance and referenced in this PD Ordinance is included in this zoning submittal as **EXHIBIT B – CONCEPT PLAN**.

Commented [KZ3]: The struck language needs to be replaced with "may be approved at the sole discretion of City Council."

The final sentence in this section needs to be removed entirely as approval is at the sole discretion of City Council and they need not certify any reason for approval or denial.

Commented [TR4]: In the workshop it was determined that Council shall not be obligated to approve if there is something they disagree with. The scenario was brought up where they were forced to approve an apartment complex from 20 years ago.

3.3. City Manager or City Staff Designee Responsibility

City Manager or City Staff designee shall be responsible for the following:

- Making determinations on the applications and interpretations of standards in this PD;
- Any other approval deemed necessary or appropriate by the PD.

3.4. Amendments to the PD

The PD may be amended from time to time to reflect market conditions and consumer demand. Major amendments, supplements, deletions, or modifications to the PD Plan shall follow the process detailed in Appendix A, Article II, Section 2.04 of the Waxahachie Code of Ordinances. Minor Amendments may be approved as set forth hereinbelow.

3.4.1 Amendments

3.4.1.1 Definitions:

3.4.1.1.1 "Minor Amendment": A Minor Amendment is a proposed modification to the PD regulations and Site Plans that conforms to the criteria for a minor amendment in Table 1. Minor Amendments shall require City Council approval. Minor Amendments shall be presented directly to the City Council ~~shall~~ which may approve an amendment that qualifies as a "Minor Amendment" under Table 1 ~~and such amendment shall be administratively approved at a City Council meeting~~. Approval of a Minor Amendment shall not require the same notice and public hearings required for zoning amendments as set forth in Section 2.04 of the City's Zoning Ordinance.

3.4.1.1.2 "Major Amendment": A Major Amendment is a proposed modification to the PD regulations and Site Plans that does not qualify as a Minor Amendment. Major Amendments to the PD shall be required to follow the Public Hearing and Notice process as defined by Section 2.04(d) of the Waxahachie Zoning Ordinance.

Modifications to **EXHIBIT B – CONCEPT PLAN**, Site Plans, Residential Plats, and other applications based on the Development Standards herein may be administered per the thresholds in **Table 1: Administrative Amendments.**

Table 1: Amendments

Development Standard	Amendment Criteria
1) Height 2) Lot Coverage	• MINOR AMENDMENT: an increase in the maximum standard of 10% or less • MAJOR AMENDMENT: an increase in the maximum standard of greater than 10%
3) Setbacks	• MINOR AMENDMENT: a decrease of 10% or more • MAJOR AMENDMENT: a decrease greater than 10%
4) Landscaping	• MINOR AMENDMENT: a decrease in the maximum standard of 10% or less on a lot • MAJOR: a decrease in the maximum standard greater than 10% on a lot
5) Density	• MINOR AMENDMENT: an increase in the maximum density of 10% or less in a District o The Maximum Number of Units identified in Section 5.1 shall not change. • MAJOR AMENDMENT: an increase in the maximum density greater than 10% in a District
6) Gross Acreage in a District	• MINOR AMENDMENT: an increase in the maximum density of 10% or less in a District o The Gross acreage of MU shall not be reduced. • MAJOR AMENDMENT: an increase in the maximum density greater than 10% in a District
7) Other numerical standards not enumerated	• MINOR AMENDMENT: an increase in the maximum standard of 10% or less • MAJOR AMENDMENT: an increase in the maximum standard of greater than 10%
8) Street Alignment	• MINOR AMENDMENT: a modification that maintains general thoroughfare connectivity as depicted in **EXHIBIT D – THOROUGHFARE EXHIBIT**. • MAJOR AMENDMENT: Any change that does not maintain connectivity, or removes a required thoroughfare as generally depicted in EXHIBIT D – THOROUGHFARE EXHIBIT.
9) Street Sections in **Exhibit E**	• MINOR AMENDMENT: a modification to accommodate specific considerations regarding traffic calming, emergency vehicle access, pedestrian and

	bike traffic, and to modify on-street parking configuration. • MAJOR AMENDMENT: N/A. Major Amendments to street sections shall not be permitted.
10) Designation of Flex Residential District	• MINOR AMENDMENT: Final designation of a Flex Residential District to either a Traditional Residential District or an Active Adult Residential District shall be considered a minor amendment. • MAJOR AMENDMENT: N/A. Designation of a Flex Residential District shall not be considered a Major Amendment.
11) Addition of undefined residential unit types	• MINOR AMENDMENT: Addition of undefined residential unit types provided the new units comply with development standards contained herein or approved by City Staff and does not result in the total number of residential units exceeding the Maximum Number of Units. • MAJOR AMENDMENT: Addition of undefined units that results in the total number of units exceeding the Maximum Number of Units.
12) Change to MU District	• MINOR AMENDMENT: Land within the Property not designated as MU may be changed to MU if the following criteria are satisfied: 1) A similar amount of land designated as MU is changed to another District; 2) The total amount of land designated as MU does not increase by more than 10%; and, 3) The amount of residential use in the new MU District does not increase the total number of multi-family units permitted within the Property by more than 10%. 4) Site Plan approval for site improvements for a relocated MU district shall be approved as noted in 3.2.2 above. • MAJOR AMENDMENT: A proposed change to MU that does not satisfy the Minor Amendment criteria 1)-5) above.

3.4.1.2 Minor Amendments

The City Manager, or City Staff designee, will review a Minor Amendment within ten (10) business days of receipt of the application.

CHAPTER 4: PD DISTRICT COMPONENTS

4.1 Concept Plan

Development of the Property shall be in general conformance with the Concept Plan, attached as **EXHIBIT B – CONCEPT PLAN.** The City hereby approves **EXHIBIT B – CONCEPT PLAN** and finds that it is consistent with the Waxahachie Code of Ordinances, as well as in conformance with the City's Comprehensive Plan and the general intent of the City's Major Thoroughfare Plan, but to the extent the Concept Plan is in conflict with the City's Major Thoroughfare Plan then this PD document is intended to supersede the Major Thoroughfare Plan. The contents of the exhibits attached as part of these Development Standards shall satisfy the requirements in full for the Concept Plan as described in City of Waxahachie Zoning Ordinance Sec. 7.02.

Commented [KZ5]: This document will not supersede the Thoroughfare Plan. The Thoroughfare Plan will be required to be amended prior to platting the subject property. The Developer shall be responsible for initiating a request to amend the Thoroughfare Plan.

4.2 PD Zoning Districts

The Property is divided into five districts as indicated on **EXHIBIT B – CONCEPT PLAN**. Development standards for those Districts are set forth below. **EXHIBIT B – CONCEPT PLAN** provides a tabulation of each PD District within the project. All acreages shown are approximate and subject to change as development occurs within the PD boundaries and as permitted by these development standards.

4.3 PD Zoning Districts Defined

4.3.1 PD Zoning Districts include:

- Traditional Residential District
- Active Adult Residential District
- Flex Residential District
- Multi-Family Residential District
- Mixed-Use District

4.3.1.1 Traditional Residential District (TR)

This district provides a mixture of residential uses located along the open spaces and natural amenities. TR provides a variety of lot sizes to accommodate different home styles, buyer demographics, and home sizes. This land use will also include amenities such as recreation centers, schools, parks, and related facilities.

4.3.1.2 Active Adult Residential District (AA)

This district provides a mixture of Active Adult housing types that include, but are not limited to single-family detached units, townhomes, cottages, and single-family attached.

This District use will also include amenities such as recreation centers, parks, and related facilities.

4.3.1.3 Flex Residential District (FR)

The Flex Residential district allows property in an FR District to be designated as an Active Adult Residential or Traditional Residential District. Given the long-term nature of this project, this category provides the flexibility of housing types by allowing the ability to mix housing product types as needed based on future market conditions; provided, however, designation of a proposed District may not result in a total amount of units that exceeds the Maximum Number of Units.

4.3.1.3.1 Flex Residential District Designation Process

The Developer shall designate a property with an FR District as a TR or AA District during submittal of Site Plans and Residential Plats. The Property Development Regulations for the designated District will be applied to the identified tract when such designation is made. This designation will not be considered as a zoning amendment and will be approved administratively by the City Manager or City Staff designee.

4.3.1.4 Multi-Family Residential District (MF)

Traditional apartment and condominium-type units in attached living complexes characterize this district. These developments may take a variety of forms, including traditional garden style apartments to courtyard apartments, as well as brownstone style apartments.

4.3.1.5 Mixed-Use District (MU)

4.3.1.5.1 Land designated as MU is intended for a mixture of non-residential and residential uses with a greater percentage of non-residential components than residential.

4.3.1.5.2 Residential uses may range from 10% to 20% across all MU Districts cumulatively. The minimum percentage of residential uses may be amended to 0% upon City Council approval at time of Site Plan approval. Residential uses may be any single-family, or multi-family uses permitted elsewhere within any of the PD Districts subject to the development standards associated with

those housing types. Residential units may be platted on a tract in the Mixed-Use district that does not include other uses.

4.3.2 PD Zoning District Uses

The table of land uses permitted in each PD Zoning District is provided for in **EXHIBIT C – PERMITTED USES.** The land uses in **EXHIBIT C** are (i) from Section 4.01 of the Waxahachie Zoning Ordinance, or (ii) defined herein and identified with *.

4.4 Streets

The Developer intends to provide sufficient connectivity throughout the development of the Property through the interconnectivity of the streets required by the Waxahachie City Throughfare plan and the local street system as shown on **EXHIBIT D –THOROUGHFARE EXHIBIT**. Street cross sections shall be provided as shown in **EXHIBIT E – STREET SECTIONS.** Street criteria are further provided in **Chapter 9: Street Design.**

4.5 Utilities

The water, wastewater, and stormwater utilities located within this PD project shall be appropriately designed, sized, and constructed according to Appendix C – Subdivisions, the construction standards applicable to this PD project.

4.6 Phasing

Project phasing will be contingent on milestones and accompanying developer obligations as provided for in the Traffic Impact Assessment, Water Infrastructure Report, and Wastewater Infrastructure Report. Conceptual project phasing is indicated in **EXHIBIT P – PHASING** which shows phases of development; provided, however, development is not required to occur in any sequential order**.** Parks, infrastructure and required access for each phase of development shall be provided in accordance with the requirements in this PD and the TIA updates and identified by developer with the submittal of plats and site plans.

CHAPTER 5: DIMENSIONAL STANDARDS

5.1 Unit and Density Standards

The maximum number of residential units permitted is 13,270 (the "Maximum Number of Units"). The Maximum Number of Units is not subject to a Minor Amendment. Maximum residential densities for development within the PD Districts are set forth in **Table 2: Density Standards**. Maximum density shall be calculated cumulatively for the entire District. Individual Residential Plats or individual Site Plans may exceed the Maximum Residential Gross Density provided the overall density for the entire district is at or below the Maximum Residential Gross Density. Accessory Dwelling Units ("ADU's") shall count at a ratio of 1:1 against the Maximum Number of Units.

Table 2: Density Standards			
	District	**Gross Acreage** (1) (4)	**Max. Residential Gross Density** (2)
TR	Traditional Residential	+/- 1,081 acres	3.95 du/ac
AA	Active Adult Residential	+/- 1019 acres	3.95 du/ac
FR	Flex Residential	+/- 907 acres	3.95 du/ac
MF	Multi-Family Residential	+/- 29 acres	25 du/ac
MU(5)	Mixed-Use	+/- 133 acres	25 du/ac (3)

(1) Subject to adjustment per Table 1.
(2) Actual density may increase or decrease per Section 5.1.2.
(3) Max. Residential Gross Density in the MU district is shown for the allowed residential percentage of the district.
(4) Gross density includes acreage of all allowed uses in the Single-Family residential land use categories. (i.e. platted lots, open space, parks, amenities, lakes, schools, ROW, civic, ~~and~~ utility uses and NMU-R uses)
(5) Neighborhood Mixed Use Residential ("NMU-R"), as shown on **EXHIBIT B-CONCEPT PLAN**, is an overlay allowed on the underlying residential land use.

Commented [KZ6]: The NMUR Overlay proposal still allows development of single-family residences by right, thereby making it unlikely that these areas will develop as neighborhood service uses. To ensure neighborhood services have the opportunity to develop, staff recommends that discretionary City Council approval be required for single-family development within the NMUR Overlay. (Prohibit SF uses by right.) It would be appropriate to utilize the same City Council approval process as will be implemented for MF and MU tracts.

5.1.1 Density Tracking

Unit Number and density shall be tracked by an exhibit, a template of which is included as **EXHIBIT J – DEVELOPMENT TRACKING**, which shall accompany each Site Plan and Plat submittal that depicts the number and density of units that have been approved. A Tracking Plan shall be provided with each plat and site plan application that identifies the following:

i. The Maximum Number of Units as 13,270;
ii. The number of units approved in previous plats and site plans;
iii. The number and types of units in the proposed plat or site plan;
iv. The number of units remaining that may be developed;
v. Dwelling Units per gross acre of total platted project area; and,
vi. Lot type mix percentages as described in 5.4.2.

5.1.2 Density Surplus

Notwithstanding the maximum number of single-family units allowed for each District as permitted in Table 2 above, in the event the maximum number of single-family units permitted in a District is not constructed, the balance not constructed in that District may be applied to and constructed in other Districts, provided, however, the maximum density for the entire district in Table 2 is not surpassed in totality and transferred density may not exceed 10 dwelling units per acre for single family housing types in any single phase of development.

5.1.3 Plat Approval for Residential Phases that Exceed 7.5 DUA

Any plat for a single-family residential phase of development in the TR, AA, or FR Districts that exceeds a density of 7.5 dwelling units per acre (DUA) shall require

approval by the City Council. Such approval shall be at the discretion of the City Council.

5.2 Traditional Residential District Development Standards

5.2.1 Traditional Residential Development Standards

Except for multi-family uses, lots within the Traditional Residential District shall comply with the following standards for the respective housing types in **Table 3: Traditional Residential Development Standards-Front Loaded** and as further depicted in **EXHIBIT H – TYPICAL LOT DIAGRAMS.**

Table 3: Traditional Residential Development Standards

Front Loaded[1]

	Residential less than 50'-	Residential Detached 50-60	Residential Detached 60-70	Residential Detached +70	Estate Lot	Zipper Lots	Paired Villas	Shallow and Wide Lots
Minimum lot area	4,600 sf	6,250 sf	7,500 sf	8,750 sf	0.25 ac	4,000 sf	3,500 sf	4,875 sf
Minimum lot width	40 ft	50 ft	60 ft	70 ft	~~N/A~~50 ft	42.5 ft	75' total for two units. No individual min. lot width	65 ft
Minimum lot depth	115 ft	125 ft	125 ft	125 ft	135 ft	90 ft	100 ft	75 ft
Minimum front setback from ROW	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)	10 ft (Alternating 20 ft and 40 ft to garage entry)	10 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)
Minimum side setback	5 ft	5 ft	5 ft	5 ft	7.5 ft	2.5 ft (10' separation between units)	5 ft/0 ft on the commo n wall	5 ft
Minimum side setback along ROW	15 ft	15 ft	15 ft	15 ft	15 ft	15 ft	10 ft	10 ft

[1] A minimum of 5% of the Traditional Residential lots shall be ~~a minimum of~~ between 10,000~~-~~14,520 square feet in ~~minimum~~ lot area.~~.~~ In addition to the 5% noted above ~~as 10,000 sf in minimum lot area~~, an additional ~~100~~ 250 lots will be a minimum of 1/3 of an acre (14,~~505~~ 520 SF). The minimum dimension and setback requirements for lots in excess of 10,000 square feet shall comply with the Estate Lot standards.

Maximum front setback porch encroachment	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Minimum rear setback	15 ft	15 ft	15 ft	15 ft	15 ft	10 ft	15 ft	10 ft
Minimum accessory structure setback from property line	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Maximum height	3 stories	3 stories	3 stories	3 stories	3 stories	3 stories	3 stories	3 stories
Maximum lot coverage	80%	80%	70%	80%	80%	80%	80%	80%

Alley Loaded/Cluster

	Residential Detached	**Zero Lot Line**	**Courtyard homes**	**Townhomes**	**Cottages**
Minimum lot area	3,000 sf	2,600 sf	3,000 sf	2,250 sf	3,700 sf
Minimum lot width	30 ft	26 ft	40 ft	25 ft	35 ft
Minimum lot depth	100 ft	100 ft	75 ft	90 ft	100 ft
Minimum front setback from ROW	10 ft	10 ft	10 ft	10 ft	10 ft
Minimum side setback	5 ft or flexible (see below)	5 ft/ 0 ft on the common lot line or flexible (see below)	5 ft or flexible (see below)	5 ft/ 0 ft on the common wall with the adjoining unit	10 ft/ 0 ft on the common wall with the adjoining unit. or flexible (see below)
Minimum side setback along ROW	10 ft	10 ft	10 ft	10 ft	10 ft
Maximum front setbac porch encroachment	0 ft	0 ft	0 ft	0 ft	0 ft
Minimum rear setback	15 ft	15 ft	10 ft	10 ft	10 ft
Minimum rear Alley setback (to garage entr	4 ft	4 ft	20 ft	4 ft	N/A
Maximum height	3 stories	3 stories	3 stories	3 stories	3 stories
Maximum lot coverage	80%	90%	60%	90%	90%

5.2.2 General Traditional Residential District Regulations

5.2.2.1 Living Area

There shall be no restriction on minimum or maximum living area for any of the housing types.

5.2.2.2 Mixture of Housing Types

Each block shall be allowed to contain a mixture of housing types. Each Single Family Detached BlockFace containing more than six (6) lots shall have a minimum of two lot sizes or two product types. ~~No Single Family elevation may be repeated on any adjacent lot or on any lot directly across the street.~~

Commented [KZ7]: This language used in this section does not match the language in the Design Standards Exhibit. The proposed language is also inconsistent with consensus reached at the 1/5/2026 work session wherein a modified "4-2" version of the current Waxahachie Standard was agreed to, as written below.

No single building elevation shall be duplicated within four (4) lots in either direction on the same blockface. Elevations may not be duplicated on any lot or tract directly across a street or within two (2) lots in either direction.

Add this text here accordingly.

5.2.2.3 Side Yard Setback Flexibility

Where flexible side yard setbacks are permitted the setback can vary between one (1) and nine (9) feet so long as the minimum building separation per building code is provided between buildings on adjacent lots.

5.2.2.4 Maximum Lot Coverage

Maximum lot coverage shall be determined by structures only; and excludes driveways, screened pools, screened lanais, porches, swimming pools, decks, and parking areas.

5.2.2.5 Minimum Lot Widths

Minimum lot widths are defined as the horizontal distance between the side lot lines of a lot measured along the required or actual front building setback line, whichever is greater.

5.2.2.6 Allowed Encroachments

Ancillary uses and structures such as roof overhangs, AC units, screening walls, pool equipment, generators etc. are not subject to building setbacks.

5.2.2.7 Additional Cottage Criteria

Cottage units are defined as attached or detached units in clusters of up to 8 units, each on a separate and distinct lot, which may share a zero (0) foot setback common lot line and is as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**. Cottage units may have a non–traditional common lot line containing a jog in the common lot line. The Cottage units will be clustered and are oriented such that drive aisles and parking occur in the rear of the lot. The building orientations vary; therefore, the identification of front, rear, and side yard setbacks also vary between adjacent units. Access easements shall be located within the rear of the lots for the drive aisles and shall be maintained by a homeowner's association, MMD or other financing district. On-street parking in designated spaces shall be allowed in the Cottage unit areas. Additional spaces that exceed minimum requirements may be provided in the motor court as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**.

5.2.2.8 Accessory Structure Setbacks

Accessory Structures such as decks, pools, shade structures, sheds, etc. shall be setback a minimum of five (5) feet from any property line and other structures on the lot. A setback from the principal structure is not required where decks, trellis's, spas, pools, pool cages and other similar structures normally are attached to a principal structure.

5.2.2.9 Easements Impacting Setbacks

An easement width will control in the event of a conflict with any setback. The allowed porch encroachment shall not conflict with any easement.

5.2.2.10 Park Facing Conditions

Any of the Alley Loaded / Cluster lots may front on to an open space. The front setback shall be measured from the property line between the lot and the open space.

5.2.2.11 Zipper Lots

Zipper lots shall utilize an alternating pattern of garage setbacks to ensure a streetscape less prominent with garage doors. A zipper lot with a minimum 20 ft garage door setback shall be paired with a zipper lot with a minimum 40 ft garage door setback.

5.3 Active Adult Residential District Development Standards

5.3.1 Active Adult Residential District Development Standards

Except for multi-family uses, lots within the Active Adult Residential District shall comply with the following standards for the respective housing types in **Table 4: Active Adult Residential Development Standards** and as further depicted in **EXHIBIT H – TYPICAL LOT DIAGRAMS.**

Table 4: Active Adult Residential Development Standards

	Front Loaded					
	Residential Detached 60-	**Residential Detached +60**	**Zipper Lots**	**Paired Villas**	**Courtyard Villas**	**Shallow and Wide Lots**
Minimum lot area	4,400 sf	6,000 sf	4,000 sf	3,500 sf	3,300 sf	4,875 sf
Minimum lot width	40 ft	60 ft	42.5 ft	75’ total for two units. No individual min. lot width	30 ft	65 ft
Minimum lot depth	110 ft	110 ft	90 ft	100 ft	110 ft	75 ft
Minimum front setback from ROW	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry	10 ft (Alternating 20 ft and 40 ft to garage entry)	10 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)
Minimum side setback	5 ft	5 ft	2.5 ft (10’ separation between units)	5 ft/0 ft on the common wall	5 ft/0 ft on the common wall	5 ft

Minimum side setback along ROW	15 ft	15 ft	15 ft	10 ft	10 ft	10 ft
Maximum front setback porch encroachments	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Minimum rear setback	15 ft	15 ft	10 ft	15 ft	10 ft	10 ft
Minimum accessory structure setba from property line	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Minimum rear Alley setback (to gara entry)	N/A	N/A	N/A	N/A	N/A	N/A
Maximum height	35 ft	35 ft	35 ft	35 ft	35 ft	35 ft
Maximum lot coverage	80%	70%	80%	80%	80%	80%
Alley Loaded/Cluster						
	Residential Detached	**Zero Lot Line**	**Courtyard homes**	**Courtyard Villas**	**Townhomes**	**Cottages**
Minimum lot area	3,000 sf	2,600 sf	3,000 sf	3,000	2,250 sf	3,700 sf
Minimum lot width	30 ft	26 ft	40 ft	40 ft	25 ft	35 ft
Minimum lot depth	100 ft	100 ft	75 ft	75 ft	90 ft	100 ft
Minimum front setback from ROW	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft
Minimum side setback	5 ft or flexible (see below)	5 ft/ 0 ft on the common lot line or flexible (see below)	5 ft or flexible (see below)	5 ft/ 0 ft on the common wall with the adjoining unit or flexible (see below)	5 ft/ 0 ft on the common wall with the adjoining unit	5 ft/ 0 ft on the common wall with the adjoining unit or flexible (see below)
Minimum side setback along ROW	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft
Maximum front setback porch encroachments	0 ft	0 ft	0 ft	0 ft	0 ft	0 ft
Minimum rear setback	15 ft	15 ft	10 ft	10 ft	10 ft	10 ft
Minimum rear Alley setback (to garage entry)	4 ft	4 ft	20 ft	20 ft	4 ft	N/A
Maximum height	35 ft	35 ft	35 ft	35 ft	35 ft	35 ft
Maximum lot coverage	80%	90%	60%		90%	90%

5.3.2 General Active Adult Residential District Regulations

5.3.2.1 Living Area

There shall be no restriction on minimum or maximum living area for any of the housing types.

5.3.2.2 Mixture of Housing Types

Each block shall be allowed to contain a mixture of housing types. Each Single Family Detached Block Face containing more than six (6) lots shall have a minimum of two lot sizes or two product types. ~~No Single Family elevation may be repeated on any adjacent lot or on any lot directly across the street.~~

5.3.2.3 Side Yard Setback Flexibility

Where flexible side yard setbacks are permitted the setback can vary between one (1) and nine (9) feet so long as the minimum building separation per building code is provided between buildings on adjacent lots.

5.3.2.4 Maximum Building Height

Maximum building height shall be measured at the midpoint between the eave line and the highest roof point.

5.3.2.5 Maximum Lot Coverage

Maximum lot coverage shall be determined by structures only; and excludes driveways, screened pools, screened lanais, porches, swimming pools, decks, and parking areas.

5.3.2.6 Minimum Lot Widths

Minimum lot widths are defined as the horizontal distance between the side lot lines of a lot measured along the required or actual front building setback line, whichever is greater.

5.3.2.7 Minimum Allowed Encroachments

Ancillary uses and structures such as roof overhangs, AC units, generators, screening walls, pool equipment, etc. are not subject to building setbacks.

5.3.2.8 Additional Cottage Criteria

A Cottage unit is defined as attached or detached units in clusters of up to 8 units, each on a separate and distinct lot, which may share a zero (0) foot setback common lot line and is as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**. Cottage units may have a non–traditional common lot line containing a jog in the common lot line. The Cottage units will be clustered and are oriented such that drive aisles and parking occur in the rear of the lot. The

Commented [KZ8]: This language does not match the language in the Design Standards Exhibit. The proposed language is also inconsistent with consensus reached at the 1/5/2026 work session wherein a modified "4-2" version of the current Waxahachie Standard was agreed to, as written below.

No single building elevation shall be duplicated within four (4) lots in either direction on the same blockface. Elevations may not be duplicated on any lot or tract directly across a street or within two (2) lots in either direction.

Add this text here accordingly.

building orientations vary; therefore, the identification of front, rear, and side yard setbacks also vary between adjacent units. Access easements shall be located within the rear of the lots for the drive aisles. On-street parking in designated spaces shall be allowed in the Cottage unit areas. Additional spaces that exceed minimum requirements may be provided in the motor court as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**. On-street parking in designated spaces shall be allowed in the cottage unit areas.

5.3.2.9 Accessory Structure Setbacks

Accessory Structures such as decks, pools, shade structures, sheds, etc. shall be setback a minimum of five (5) feet from any property line and other structures on the lot. A setback from the principal structure is not required where decks, trellis's, spas, pools, pool cages and other similar structures normally are attached to a principal structure.

5.3.2.10 Easements Impacting Setbacks

An easement width will control in the event of a conflict with any setback.

5.3.2.11 Park Facing Conditions

Any of the Alley Loaded / Cluster lots may front on to an open space. The front setback shall be measured from the property line between the lot and the open space.

5.3.2.12 Zipper Lots

Zipper lots shall utilize an alternating pattern of garage setbacks to ensure a streetscape less prominent with garage doors. A zipper lot with a minimum 20 ft garage door setback shall be paired with a zipper lot with a minimum 40 ft garage door setback.

5.3.3 Active Adult District - Senior Apartment Development Standards

Multi-family uses in the Active Adult District shall comply with the standards in this Section 5.3.3 and **Table 5: Active Adult Senior Apartment Development Standards**. The total number of Senior Apartment Units in the Active Adult District shall not exceed 500 Units. Senior Apartment Units shall count towards the overall density maximum for the district. Senior apartment tracts may be clustered with apartments only and shall not be required to have multiple product types mixed together as stipulated in 5.4.2. A minimum of 300 feet separation shall be maintained between Senior Apartment tracts. Active Adult Senior Apartment design shall be in accordance with the Design Standards for Multifamily or consistent with a development theme for surrounding buildings.

Table 5: Active Adult Senior Apartment Development Standards	
Minimum lot area	15,000 sf
Minimum lot width	100 ft
Minimum lot depth	150 ft
Minimum front and side setback from ROW	20 ft
Minimum side and rear setback adjacent to single family detached uses	100 ft
Minimum side setback	10 ft
Minimum rear setback	20 ft
Maximum height	4 stories
Maximum lot coverage	80%
Minimum building separation	10 ft
Minimum distance to property line	1000 ft along the West perimeter of PD 500 ft along other PD boundary lines
Minimum distance to a WISD School lot line	500 ft

5.3.4 Stay and Play Residences

Stay and Play Residences are Active Adult housing types that are used for the "Stay and Play Getaway Program" which is an allowed use in the Active Adult District and is used herein to describe a program where potential purchasers of Active Adult residential units are allowed to stay at and enjoy residential units at the Property on a short–term basis prior to making a purchasing decision. This program generally provides the potential buyers with usage of a residential unit, golf cart, dining, and access to all amenities and events. Upon buildout and completion of the community, the residential units utilized for this program will be sold similar to the other residential units within the Property. In order to distinguish the Stay and Play program from short term rentals, the following shall be required:

5.3.4.1 Each dwelling unit shall be a conforming dwelling unit and contain cooking, living, sanitary and sleeping facilities.

5.3.4.2 There shall be no commercial areas for renters, such as breakfast rooms, associated with the residential occupation of the dwelling unit. Commercial enterprises on the Property must be completely separate and independent operations.

5.3.4.3 There are no exterior signs for the short–term use of the dwelling unit.

5.3.4.4 The Owner/Developer must comply will all business license and revenue collections laws of the City of Waxahachie and the State of Texas.

5.3.4.5 The maximum individual length of stay shall be 5 nights.

5.3.4.6 Units identified as "Stay and Play Residences" may change locations during the development of the Property; provided, however, no more than 30 "Stay and Play Residences" are permitted within the Property at any one time.

5.4 Housing Type Mix for Residential Districts

5.4.1 Housing types shall not exceed the maximum for the entire district at build out, measured as a percentage of total permitted units (13,270). Percentages to be tracked with each phase per **EXHIBIT J – DEVELOPMENT TRACKING**.

TABLE 6: Housing Type Mix For Residential Districts

City of Waxahachie Residential Housing Categories	Single-Family Dwelling, Detached	Single-Family Dwelling, Attached	Patio Home/ Zero Lot	Multiple-Family Dwelling or Apartment
Corresponding Kemp Tract Housing Types	Residential Detached 30' to 70' minimum width (Front or alley loaded)	Paired Villas (Front loaded)	Zero Lot Line	Senior Apartments
	Estate Lots	Townhomes (Front or rear loaded)	Zipper Lots	Multi-family
	Residential Detached "Shallow and Wide"	Courtyard Villas (Alley or Front Loaded)	Courtyard Homes	
		Cottages		
Maximum Percentage Dwelling Units	80% max.	40% max.	20% max.	20% max.
Alley-loaded lots*	20% max. of all combined			NA

* Motor courts for cottages are not classified as alleys and shall be maintained by an HOA.

5.4.2 As phases of single family or Patio Home/Zero Lot Line are platted, a minimum mixture of lot types will be provided as follows:

The mix of lot types will increase with the size of the plat as follows:

a) Platted lots up to 100 lots with only one lot size is permitted.
b) Platted lots from 101 to 250 units must have a minimum of 10% of the lots of a second type.
c) Platted lots from 251 to 500 units must have a minimum of 15% of the lots of a second type and 10% of a third type. Where additional lot types above three (3) types are provided, the additional lot types may be averaged to count towards the 10% of a third type required.
d) Compliance with these criteria will be documented on **EXHIBIT J– DEVELOPMENT TRACKING**. After the first 500 platted lots, a running total of percentages that meets

these criteria will be tracked on **EXHIBIT J– DEVELOPMENT TRACKING**. After 500 units, regardless of the number of units built, the minimum lot mix shown in a, b and c above shall be maintained.

e) The mix criteria will be administered separately in the two residential districts.

f) A variation of minimum 5' of lot width or change in lot type from any of the approved lot types on **EXHIBIT H-TYPICAL LOT DIAGRAMS**, or subsequently approved lot types, qualifies as a change in lot type

g) Maximum Percentage of Dwelling Units in Table 6 shall be inclusive of both TR and AA units.

h) A mix of product types is not required for tracts platted as MF only.

TABLE 7:

LOT MIX VARIATION CRITERIA FOR SINGLE FAMILY LOT TYPE

Platted lots unit count	Minimum number of lot size or single-family lot types*	Maximum % first lot type - Type 1	Minimum % of second lot type - Type 2	Minimum % of third lot type - Type 3	Resultant min/max lot type mix
0 to 100	1	100%	0		
101 to 250	2	90%	10	0	Maximum 90% type 1, minimum 10% type 2
251 - 500	3	75%	15%	10%	75% max lot Type 1, minimum 25% types 2 and 3

5.5 Multi-Family District Development Standards

5.5.1 Multi-Family District Development Types

Buildings within the Multi-Family Residential District shall follow the standards of one of the following housing types:

5.5.1.1 Multi-Family Buildings

A multi-family building is defined as three (3) or more dwelling units on a single lot.

5.5.1.2 Townhomes

A Townhome is defined as three (3) or more attached units per building, each on a separate and distinct lot, sharing a zero (0) foot setback common lot line and are as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**.

5.5.2 Multi-Family District Development Standards

Development in the Multi-Family District shall comply with the following development standards:

Table 8: Multi-Family District Development Standards

	Multi-Family	Townhomes	Senior Apartments
Minimum lot area	15,000 sf	1,800 sf	15,000 sf
Minimum lot width	100 ft	20 ft	100 ft
Minimum lot depth	150 ft	90 ft	150 ft
Minimum front setback from ROW	10 ft	10 ft	10 ft
Minimum side and rear setback adjacent to single family detached uses	50 feet for 3 story; 75 feet for four story	20 feet	50 feet
Minimum side setback along ROW	10 ft	10 ft	10 ft
Minimum rear setback	20 ft	5 ft	20 ft
Maximum front and side setback encroachments	5 ft	5 ft	5 ft
Maximum height	4 story	3 story	4 story
Maximum lot coverage	80%	90%	80%
Minimum building separation	10 ft	0 ft to adjacent unit in same structure or 10 ft	10 ft
Minimum building separation along paseos	NA	20 ft	NA

5.5.3 General Multi-Family Housing Regulations

5.5.3.1 Timing of First Multi-Family Units

The first Multi-Family tract will not be issued site development approval until at least 500 units of single family detached or attached units have received final inspection within the Property.

5.5.3.2 Living Area

The minimum living area for a multi-family unit shall be 600 SF.

5.5.3.3 Mixture of Housing Types

Each block shall be allowed but not required to contain a mixture of housing types.

5.5.3.4 Maximum Lot Coverage

Maximum lot coverage shall be determined by structures only; and excludes driveways, screened pools, screened lanais, porches, swimming pools, decks, and parking areas.

5.5.3.5 Minimum Lot Widths

Minimum lot widths are measured at the front building setback line. For curved or pie-shaped lots, minimum lot widths will be measured along a chord measured along the right of way line. For rear setbacks lot widths will be measured along a chord measured at the rear property line.

5.5.3.6 Allowed Encroachments

Ancillary uses and structures such as roof overhangs, AC units, screening walls, pool equipment, etc. are not subject to building setbacks.

5.5.3.7 Accessory Structure Setbacks

Accessory Structures such as decks, pools, shade structures, sheds, etc. shall be setback a minimum of five (5) feet from any property line and other structures on the lot. A setback from the principal structure is not required where decks, trellis's, spas, pools, pool cages and other similar structures normally are attached to a principal structure.

5.5.3.8 Easements Impacting Setbacks

An easement width will control in the event of a conflict with any setback.

5.5.3.9 Limitation on 3-and 4- Bedroom Units

The maximum number of 3- and 4-bedroom units in the aggregate is 10% of the total number of multi-family units within the Property .

5.5.4 Multi-Family Site Design Standards

5.5.4.1 Parking

a) Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks.
b) Parking garages are permitted but may not be taller than any multi-family

building abutting the garage.

c) A minimum of 50% of parking for multi-family units shall be provided by attached, enclosed garages. Lot coverage shall be calculated separate from the enclosed parking amount.

5.5.4.2 Screening

a) A six-foot (6) masonry wall shall be constructed along common multi-family and single-family property lines, but such wall shall not be required in the front of multi-family buildings along the public right-of-way upon which the multi-family tract fronts.
b) Transformers, HVAC equipment (if located at the ground level), utility meters, and other machinery, as well as garbage collection points, should be located at the rear lane, drive or alley subject to Utility Company standards. If such uses are visible from any adjacent rights-of way or property, they shall be fully screened by a fence (minimum 6-foot wood board-on-board) or a masonry wall (minimum 6 foot high) or suitable plants or other visual barrier of an appropriate height.
c) Trash dumpsters shall have a masonry enclosure screened on three sides with a minimum of 3-gallon evergreen shrubs and doors which shall remain closed except when required to be open for emptying the dumpster.

5.6 Cluster Residential

5.6.1 Cluster Residential Defined

"Cluster Residential" (built for rent residential) means any attached or detached building or portion thereof, which is designed, built, rented, leased, or let to be occupied as one (1) dwelling unit and which is located on a lot with other similar dwelling units with a net density not to exceed 12 units/acre. Individual buildings may be accessed through private streets and may not front on to a public right-of-way.

5.6.2 Cluster Residential Development Standards-General

5.6.2.1 Cluster Residential is a permitted housing type in Traditional and Multi-Family Districts.

5.6.2.2 Cluster Residential shall be limited to a total of 650 units in the aggregate in the Traditional and Multi-family Districts.

Commented [KZ9]: 650 was the total aggregate agreed for the entire district. This language needs to be revised to specify this.

5.6.2.3 Cluster Residential units, whether platted on individual lots or platted on one tract in a multi-family or condominium format, shall be included in the number of residential units allowed in the Property.

5.6.2.4 There shall be no more than 150 Cluster Residential units in a contiguous neighborhood.

5.6.2.5 Cluster Residential neighborhoods will be located with frontage and direct access to an Arterial, Collector or Minor Collector Street.

5.6.2.6 The first Cluster Residential neighborhood will not be platted until 1000 residential units of any type in the Kemp Tract PD have been issued a final inspection permit.

5.6.2.7 Plat boundaries for Cluster Residential neighborhoods shall be spaced a minimum of one-half (1/2) mile apart.

5.6.3 Dimensional Standards

Table 9: Cluster Residential Development Standards

	Detached Cluster Residential	Attached Cluster Residential
Minimum Front Yard Setback	25 feet from back of curb or lot line; 15 feet from back of curb or lot line if porches/stoops are provided	25 feet from back of curb or lot line; 15 feet from back of curb or lot line if porches/stoops are provided
Minimum Side Yard Setback	10 feet from back of curb	10 feet from back of curb
Minimum Rear Yard Setback	10 feet from back of curb 3 feet from alley or Mews	3 feet from alley or Mews
Minimum Distance between Structures	Side to Side - 10 feet Side to Rear -15 feet Rear to Rear -15 feet	Between attached units – 0 feet Between detached units – 10 feet
Minimum Lot Area	15,000 sf	15,000 sf
Minimum Lot Width	100 ft	100 ft
Minimum Lot Depth	150 ft	150 ft
Minimum Unit Width	20 feet	24 feet
Maximum Height	2 stories 35 feet	2 stories 35 feet
Maximum Lot Coverage	60%	70%
Minimum Parking in Attached or Detached Garage	50%	50%
Front Entry vs. Rear Entry	Front, Rear, Side, or no attached garage	Rear, side

5.6.4 Design Standards

5.6.4.1 Porches/ Stoops

- Porches are required to be 6 feet in depth and meet a 48 square foot minimum floor area.

- Stoops are permitted on units less than 30 feet wide and must be a minimum of 24 square feet in area and be either inset or covered with an architectural feature or awning.

5.6.4.2 Parking Standards

a) Generally

1) Surface parking may utilize head-in, angled, or parallel parking from a private drive;

2) Except as otherwise provided herein, surface parking may utilize parallel parking from a public or private right-of-way and may be located off a fire lane;

3) On-street parallel and angled parking may be located along a public right-of-way provided the following conditions are met:

i) On-Street Parking shall not be located on major arterial, major collector, or minor collector thoroughfares identified in **EXHIBIT D– THOROUGHFARE EXHIBIT**;

ii) Angled parking must be approved by the Director of Public Works; and,

iii) For angled parking, the angle of the parked car shall not exceed sixty (60) degrees.

b) Side Entry
Driveways shall be either 3 feet deep from the edge of the curb/fire lane or a minimum of 20 feet long from the edge of the closest curb/fire lane or sidewalk.

c) Rear Entry
Driveways shall be either 3 feet deep from the edge of the curb/fire lane or a minimum of 20 feet long from the edge of the curb/fire lane.

d) Front Entry
The face of garage shall be setback 5 feet behind the front of porch, and a minimum of 20 feet from the edge of the closest curb/fire lane or sidewalk.

5.6.4.3 Encroachments

The following portions of a Residential unit may encroach into a required building separation a maximum of 6 feet: eaves, roof extensions, porches, stoops, terraces, steps, lighting fixtures, railing, windowsills, patios, enclosed portion of the unit consistent with standards listed below and other similar

building features. Attached Residential units may have private front yards with open fencing that encroach 10 feet into a required ten-foot front setback.

5.6.4.4 Design Details

- Exterior mechanical units shall be located behind the fence within private yards for all Residential units.
- Units that are not adjacent to fire lanes, parking spaces or public ways shall have unobstructed access from a fire lane with a 150-foot hose length.

5.7 Mixed-Use District Development Standards

Lots in the Mixed-Use District will primarily provide commercial and retail opportunities for the residents of the community and the greater Waxahachie community. "Mixed-Use" development includes a building or group of buildings that serves a non-residential, residential or mix of uses. Development within the Mixed-Use District shall comply with the following development standards:

Table 10: Mixed-Use District Development Standards	
Minimum lot area	7,000 SF
Minimum lot width	60 ft
Minimum lot depth	100 ft
Minimum front setback from ROW	10 ft
Minimum side setback along ROW	10 ft
Minimum side and rear setback adjacent to single family detached uses	50 ft
Minimum rear setback	20 ft
Maximum height	65 ft
Maximum lot coverage	80%

5.7.1 General Mixed-Use Regulations

5.7.1.1 Mixed-Use Residential Standards

When a building includes a vertical mix of uses , such as a ground floor retail with residential above, the development standards for multi-family residential uses will be utilized for the building design (lot area, width, depth, setback, etc.)

5.7.1.2 Allowed Encroachments

Ancillary uses and structures such as AC units, screening walls, pool equipment, etc. are not subject to building setbacks.

5.7.2 Mixed-Use Design Standards

5.7.2.1 Parking

a) Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks.
b) Parking garages are permitted but may not be taller than any building abutting the garage.

5.7.2.2 Screening

a) A six-foot (6) masonry wall shall be constructed along common nonresidential and single-family property lines, but such wall shall not be required in front of nonresidential buildings along the public right-of-way upon which the nonresidential tract fronts.
b) Transformers, HVAC equipment (if located at the ground level), utility meters, and other machinery, as well as garbage collection points, should be located at the rear lane, drive or alley subject to Utility Company standards. If such uses are visible from any adjacent rights-of way or property, they shall be fully screened by a fence (minimum 6-foot wood board-on-board) or a masonry wall (minimum 6 foot. high) or suitable plants or other visual barrier of an appropriate height.

5.7.3 Neighborhood Mixed-Use Overlay ("NMU-R")

a) Property subject to an NMU-R overlay may be developed with nonresidential or residential uses. Nonresidential uses permitted in NMU-R shall be those permitted in the MU District. Residential uses permitted in NMU-R shall be those uses permitted in the underlying District on which the NMU-R overlay is located; provided, however, the following uses are prohibited in the NMU-R overlay:

- Cluster residential
- Hospital, Acute Care
- Hospital, Chronic Care
- RV Sales
- Senior apartments

b) Nonresidential uses developed in the NMU-R subdistrict shall comply with the development standards for the MU District. Residential uses developed in the NMU-R subdistrict shall comply with the residential standards of the underlying Districts on which the NMU-R overlay is located.

Commented [KZ10]: The NMUR Overlay proposal still allows development of single-family residences by right, thereby making it unlikely that these areas will develop as neighborhood service uses. To ensure neighborhood services have the opportunity to develop, staff recommends that discretionary City Council approval be required for single-family development within the NMUR Overlay. (Prohibit SF uses by right.) It would be appropriate to utilize the same City Council approval process as will be implemented for MF and MU tracts.

~~5.7.3~~**5.7.4 Mixed-Use Parking**

The predominate parking arrangement for Mixed-Use will be surface parking but other parking configurations are permitted. Where multi-family use is within a vertical Mixed-Use building, a minimum of 50% of parking for multi-family units shall be provided by attached, enclosed garages. Lot coverage shall be calculated separate from the enclosed parking amount.

~~5.7.3.1~~5.7.4.1 **Tuck Under**

Garages may be located in the base of a multi-family building with garage access doors oriented toward the interior of the block. This configuration is considered "attached" structured parking.

5.8 Public Uses

The PD District will identify the future locations for civic and school sites as follows:

5.8.1 Civic Sites

Up to ten (10) acres of land will be identified for civic uses including, but not limited to, fire and/or police stations. The final location will be coordinated with the City at the Site Plan stage when the City identifies a specific need. Terms of conveyance will be provided in a Development Agreement. The site(s) will be determined as part of the submission and review of the Residential Plat(s).

5.8.2 School Sites

The Developer shall provide the following school sites within the Property subject to approval by the Waxahachie Independent School District ("WISD"):

- **Elementary Schools:** Two (2) sites shall be designated for elementary schools. The sizes of the elementary school sites shall be no more than fifteen (15) acres each except as otherwise provided herein. In the event Developer provides stormwater management serving a school site through an off-site regional detention facility, the required area for such elementary school site(s) may be reduced to twelve (12) acres. A third elementary school site shall be designated if, and when, it is objectively determined, based on WISD's then-current student-to-school capacity standards, that an additional elementary school is warranted. The size of the third elementary school site shall be as specified for the elementary schools herein.

- **Middle School:** One (1) site shall be designated for a middle school at a size not to exceed thirty (30) acres except as otherwise provided herein. In the event Developer provides stormwater management serving the school site through an off-site regional detention facility, the required area for the middle school site may be reduced to twenty-five (25) acres.

- In the event that Specialty Parks, as defined herein, provide recreation area and facilities necessary for school recreation programming, WISD and Developer may mutually agree to modify school site acreages specified above. Such an agreement would require approval by City Council.

- Final school locations will be coordinated with the City at the Site Plan stage when the WISD identifies a specific need.

5.9 Model Homes

Model homes of each product type provided for herein may be constructed within the AA and TR Districts as part of and during the installation of the subdivision infrastructure. The completion of model homes shall not trigger a park or amenity construction requirement or contribute toward any park or amenity requirement until those homes no longer serve as a model home use. A total of fifty (50) model homes, in the aggregate, are permitted at any one time within the AA and TR Districts as part of the development, subject to the following conditions:

5.9.1 A final site plan must be submitted, depicting the proposed location of the model home(s).

5.9.2 All required hydrants must be in place in the vicinity of the model homes and, pursuant to testing to assure adequate fire flow, be approved by the Fire Chief.

5.9.3 Water and sanitary sewer service shall be provided either by City services or temporary systems approved by the City Engineer.

5.9.4 Bacteriological clearance of the potable water lines must be performed.

5.9.5 Road base shall be stabilized in the vicinity of the proposed model homes in accordance with the civil plans and certified by the geo-tech.

5.9.6 Adequate off-street parking for the real estate sales/leasing use of the model sales home/units shall be provided in accordance with the minimum standards for the number of off-street parking spaces.

5.9.7 Final inspection approvals shall be issued by the City upon completion of the lots on which the homes are located and shall be developed in full compliance with the PD.

Permits for model homes and the Welcome Center may be issued only after plats for lots for these structures are recorded and fire protection, as approved by the Fire Chief, is installed; provided, however, the permits for the model homes and Welcome Center may be issued prior to the completion of other subdivision improvements in accordance with the City's Subdivision Ordinance.

5.10 General Regulations

The following General Regulations shall apply for development within the Property:

5.10.1 Existing Housing Types

5.10.2 Housing types permitted under the Waxahachie Code of Ordinances, as amended, which are not expressly identified herein, are permitted within the PD; provided, however, Prefabricated Modular Homes are not permitted within the Development except for use as construction offices as outlined in sec. 5.9.4. **New Housing Types**

New housing types not currently permitted under the PD may be permitted by minor amendment upon approval of the City Manager, or City Staff designee. Approval of such new housing types shall include specific Dimensional Standards for such new housing type.

5.10.3 Utility Easements

With approval from franchise utility providers utility easements may be reduced to 10 feet in width adjacent to the ROW in front and side yards.

5.10.4 Temporary Offices in Residential Zoning Districts

5.10.4.1 Real estate sales offices are permitted during the development of residential subdivisions in which the office is located until ninety-five (95) percent of the building permits of the platted lots in the subdivision are issued.

5.10.4.2 Temporary field or construction office for uses incidental to construction work on the premises of an individual plat or Site Development Plan construction site are permitted ("Temporary Field Offices"). Temporary Field Offices shall be removed no later than one year after the completion or abandonment of construction work for which they were installed or by order of the City Manager or designated representative. Specific time allowed and location for Temporary Field Offices shall be specified by the City Manager or designated representative. Temporary Field Offices are not required to be placed on platted lots.

5.10.4.3 Temporary construction office site facilities for uses incidental to construction work on the overall community by the master developer, PD Applicant or Assignee and their direct subcontractors are permitted ("Temporary Construction Office Compound"). The location of a Temporary Construction Office Compound shall be identified with plat submittal. A Temporary Construction Office Compound shall be removed no later than one year after the final inspection of the final residential home or building in a Site Development Plan on the Property. There may be multiple

temporary structures in the Temporary Construction Office Compound. Site development and related buffering for a Temporary Construction Office Compound shall be subject to Site Plan approval and normal building inspection requirements. The property on which a Temporary Construction Office Compound is located shall be platted by way of a minor or administrative plat in which the Applicant for such plat is responsible only for infrastructure and utilities to serve the Temporary Construction Office Compound. Provision for water and wastewater may be satisfied with well and septic or holding tank systems which shall be subject to applicable regulations and approval by the City Manager or their designee. A lot used for a Temporary Construction Office Compound shall be cleared of materials and debris used for the Temporary Construction Office Compound use, graded, and seeded no later than 60 days after such removal. Landscaping that may have been installed may remain in place until the site is developed with its final use, at which time new landscaping will be installed in accordance with applicable codes.

5.10.4.4 Temporary parking lots for Temporary Field Offices, Temporary Construction Office Compounds, and real estate sales offices are permitted during the development of residential subdivisions with the approval of an Administrative Site Plan submitted to the Planning Department. They can remain in place until one hundred (100%) percent of the platted lots in the residential subdivision have obtained Certificates of Occupancy.

CHAPTER 6: OPEN SPACE, PARKS, TRAILS & AMENITIES

6.1 Open Space, Parks, Trails, and Amenities

As a master planned community, the Kemp Tract will have an extensive and programmed system of open space and amenities throughout. These amenities combine to create an overall sense of place that would be difficult to achieve when considered as independent elements within smaller developments. The Amenity Centers will serve the residents of the planned community as central gathering and recreational facilities and contain a mix of passive and active amenities. Other smaller parks will be developed throughout the project with various forms of passive amenities. These parks will be developed as the adjacent residential tracts are developed and tracked using an exhibit, a template of which is included as **EXHIBIT J – DEVELOPMENT TRACKING**. The trails system, as shown on **EXHIBIT F - OPEN SPACE AND TRAILS PLAN**, will use a combination of Multi-Use Paths in the Street ROW, Utility Easement trails, neighborhood connecting trails in the open spaces and the extensive network of sidewalks throughout neighborhoods to serve the residents of the project and provide multiple pedestrian connections. The trail system will provide easy and safe pedestrian access to the Amenity Centers and various parks, and other community uses and provide for golf cart usage.

6.1.1 Definitions

For purposes of this PD, the following terms shall have the following meanings ("Amenity Elements"):

6.1.1.1 Art in the Landscape:

Sculptural elements built from materials that are resilient to an outdoor environment and shall not exceed 15 feet in height.

6.1.1.2 Amenity Center Building

A community facility that may include the following elements:

- **Fitness and Wellness Areas**

  Rooms designed to serve a variety of fitness or wellness classes or activities a minimum of 400 square feet.

- **Pro Shops**

  Store that provides a variety of sports-related retail items often coordinated with the adjacent sport and wellness facilities.

- **Restaurant Facilities:**

  A facility that may include a kitchen or bar and/or dining space to serve a variety of dining/hospitality formats such as snack bars, grills, restaurants, bars, and lounges associated with clubhouses.

- **Dog Grooming**

  An area to provide dog grooming service to residents' dogs.

- **Hobby Space**

  Multiuse space to serve a variety of hobbies within a space that is a minimum of 200 square feet.

- **Personal Services**

  An area that provides personal services to residents such as a barber shop, beauty shop and nail salon services.

- **Community Recreation Facilities**

  An area that provides indoor recreation, meeting assembly space, and banquet rooms.

6.1.1.3 Amenity Center Community Offices / Administration Buildings

An office area to serve administration of the community and/or shared office space for use as an amenity. Amenity community offices are typically located in the Town Center area but could be a freestanding building.

6.1.1.4 Bike Rack

A structure for temporary storage of bikes that provides an area for a minimum of 2 bikes.

6.1.1.5 Community Garden

A garden for the growing of fruits, vegetables, and/or flowers with planned maintenance by community members and/or the HOA. Minimum of 2,500 square feet of planting area.

6.1.1.6 Dog Park

A fenced area with designated areas for both small dogs and large dogs. Dog parks will include a pet waste station and dog watering fountain. Dog Parks may include dog agility equipment, shade structures, sitting areas and a dog wash area.

6.1.1.7 Drinking Fountain

A commercially manufactured drinking fountain designed for outdoor use. If used in or near a dog park a combination pet drinking fountain should be used.

6.1.1.8 Educational/ Historical Display

A plaque or signage that provides educational value on history, physical features, local flora, or fauna, etc.

6.1.1.9 Fitness station

Commercially manufactured fitness station that serves a specific activity or exercise. Often best suited as part of a larger system or circuit of fitness stations.

6.1.1.10 Indoor and Outdoor Swimming Pools and Pool Bath Houses

Pool area and restrooms/shower facilities and lockers to serve the pool users.

6.1.1.11 Lawn Game Area

Site-built game area to accommodate at least one regulation sized sport such as bocce, croquet, shuffleboard, volleyball, putting green, or similar type activity.

6.1.1.12 Multi-Purpose Trail

A hard surface trail that meets ADA requirements and serves a variety of users including pedestrians, cyclists, and golf carts.

6.1.1.13 Multi–Use Fields

An irrigated field that serves as an open area that may serve a variety of uses without the constraint of any built-in structures or sports equipment.

6.1.1.14 Nature Trail

A hard or soft surface trail that is not required to meet ADA requirements and may be used in floodplain areas.

6.1.1.15 Outdoor Entertainment Venue

A stage and/or amphitheater space that includes electricity and lighting to facilitate musical performances. Designed and built to accommodate an audience of a minimum of 100 people.

6.1.1.16 Outdoor Living Area

A site-designed gathering space designed for specific use such as a fire pit, fireplace, barbeque grill or similar activity.

6.1.1.17 Pavilion/ shade structure

A fixed structure built of materials resilient to outdoor use that is a minimum of 100 square feet in covered area.

6.1.1.18 Pet waste station

A commercially manufactured feature that provides bags and refuse baskets for the disposal of pet waste.

6.1.1.19 Picnic area

A permanent table with fixed or movable benches or chairs that accommodate a minimum of 6 people. The picnic table and seating will be constructed of materials resilient to outdoor use.

6.1.1.20 Play Equipment

Play equipment will consist of commercially manufactured playground equipment that is constructed of materials resilient to outdoor use. The equipment will be targeted towards toddler-age children or young school-age. Where play equipment is targeted toward a particular age range the next closest park with play equipment should accommodate another age range of children.

6.1.1.21 Primary Amenity Centers

The two areas labeled as Traditional Amenity Center and Active Adult Amenity Center as shown on **EXHIBIT B – CONCEPT PLAN**.

6.1.1.22 Restrooms

Site built structure with restrooms or a modular manufactured restroom building.

6.1.1.23 School Bus Pick-up Area

This area shall consist of seating for a minimum of 10 children shaded by a permanent fixed structure, a minimum of 25 square feet in covered area.

6.1.1.24 Seating

Seating will consist of fixed or movable individual chairs or benches constructed of materials resilient to outdoor use. Pocket Parks will contain a minimum total seating area for four people. Neighborhood parks will contain minimum seating for 10 people. Design and quantity of seating for parks larger than the .5-acre minimum size of Neighborhood Parks will be based on the size and type of park as designed and specified by the Licensed Landscape Architect signing and sealing the park design plans.

6.1.1.25 Secondary Amenity Centers

Recreation areas that provide recreation facilities in support of development into the Flex Residential. The size of the site(s) and program elements will be determined by the Developer and reviewed by the City during the Site Plan Review process for that facility.

6.1.1.26 Shade Pavilions and Gazebos

A fixed structure over a solid surface floor built of materials resilient to outdoor use that is a minimum of 200 square feet in covered area.

6.1.1.27 Splash Pad

Site built facility that emits water from the ground or overhead features that are designed for child water play, a minimum of 400 square feet in area. Includes water sanitation equipment.

6.1.1.28 Sports Court

Regulation size court to serve sports such as basketball, tennis or pickle ball that includes a solid surface slab with markings and required fencing and fixed equipment to serve the designed for sports.

6.1.1.29 Sports or multi-purpose field

Field meeting the size requirements for youth or full regulation size sports. Including fences, backstops, or nets to accommodate the designed sport or sports.

6.1.1.30 Trail lighting

Bollard or overhead lights that are spaced to provide lighting and key locations and shielded to focus light where it is needed and avoid spillover light pollution.

6.1.1.31 Trailhead & Wayfinding signage

Signage that indicates a trailhead and provides a map or graphics that indicates how the trail section is part of a larger trail network.

6.1.1.32 Trash / Recycling Receptacle

A commercially manufactured feature that provides basket for the disposal of waste.

6.1.1.33 Other Elements with Staff Approval

Other elements similar to subsections 6.1.1.1 to 6.1.1.30 that are approved by the Director of Planning.

6.1.2 Open Space, Parks and Trails Locations and Construction

6.1.2.1 Refer to **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** for the general locations of Open Space, Parks, and Trail connections. The park locations are flexible so long as each park complies with the distance requirements in this Chapter.

6.1.2.2 The burden to fully fund, construct, and complete the required Open Space, Park Space, Trails, Landscaping and Amenity improvements shall be borne solely by the Developer and not by future Homeowner's Associations or Property Owners Associations. Completion of said improvements shall be

Commented [TR11]: This isn't consistent with the DA. It needs to read "obligation"

required prior to turning the improvements over to the HOA. However, after turnover, the HOA may continue to add to the amenities without the participation of the Developer.

6.1.3 Open Space / Parks Requirement Tracking

6.1.3.1 Each residential plat that contains a minimum of 100 lots will provide 10% of the area within such plat as Open Space meeting the criteria in Section 6.2.1. Where the size or unique design of a plat does not provide for 10% this requirement may be waived if the total open space already platted exceeds previous open space minimums in accordance with 6.2.2.4 below. The first plat that includes any lots must include the required Open Space for that plat.

6.1.3.2 The project wide Open Space/Park requirement will be tracked and summarized at each Residential Plat and/or detailed Site Plan submittal with the submittal of a summary chart for Open Space a template of which is included as **EXHIBIT J – DEVELOPMENT TRACKING**.

6.1.3.3 The summary chart shall show Open Space/Park requirements for any previous submittals and the Open Space/Park requirement for the current submittal.

6.1.3.4 Any Open Space/Park area larger than what is required for Residential Plat and/or Site Plan submittal will be carried over to future Residential Plat and/or Site Plans.

6.1.3.5 Open Space/Park land must be indicated as such on a Plat or deed restricted as Open Space/Park. The entity to which the tracts are dedicated will be identified on the plat or within the deed restrictions.

6.1.4 Parks and Open Space Structures Criteria

Any structures (exclusive of signage monumentation and Amenity buildings) placed within a Park or Open Space area, the following development standards shall apply:

6.1.4.1 Maximum height: 2 stories or 35 feet

6.1.4.2 Maximum lot coverage by structures, driveways, and parking: 20%

6.1.4.3 Maximum lot coverage by structures: 10%

6.1.4.4 Minimum distance between structures: 10 feet

6.1.4.5 Minimum setback 10 feet

6.1.5 Park Land Dedication Requirement

The provision of Parks and Open Space as defined as described in this PD District shall satisfy all City requirements for Public Park Land Dedication.

6.1.5.1 The Parks and Amenity Centers, including linear parks, defined herein will count towards the total park land dedication requirement, regardless of if the areas are maintained by a homeowner's association, property owners' association, special district or city owned and maintained.

6.1.5.2 The Amenity Center and acreage within parks shall be counted towards the Open Space requirements (any commercial or retail spaces shall be excluded from park space calculations).

6.1.5.3 Any parks to be dedicated to the City will be agreed upon in a Development Agreement or by mutually agreed upon future amendment to that agreement.

6.1.6 Clearing and removal of Trees in Open Spaces and Parks.

Clearing of trees shall be limited to removal of trees only as needed to construct the trails and facilities. City review of plans to remove trees 8" caliper and larger that are located in park and open space tracts and are on the Recommended Plant List in Section 5.08 of the Waxahachie Zoning Ordinance shall be required. The amenity tracts shall be exempt from this requirement.

6.2 Open Space

6.2.1 Open Space Described

6.2.1.1 A minimum of 400 acres of the project area shall be committed as Open Spaces that are comprised of varying size areas. Open spaces may be passive areas such as floodplain, utility easements, landscape buffers or visual setbacks but can also be active spaces such as Community Amenity Centers, Neighborhood Parks, or Public Parks.

6.2.1.2 Areas that meet the criteria outlined below shall qualify as Open Space.

6.2.1.2.1 An area of open space shall have no dimension of less than ten (10) feet in width and 0.2 acres minimum area.

6.2.1.2.2 Multipurpose trails and the immediately adjacent green spaces having a minimum width of ten (10') feet.

6.2.1.2.3 Areas of retained natural vegetation, active and passive parks as defined herein, and wet or dry detention water management areas.

6.2.1.2.4 Any landscape buffer or linear open space so long as it incorporates an amenity element every 300 linear feet.

6.2.1.2.5 Areas of amenity centers that comply with open space criteria found in Sec 5.05 of the Waxahachie Zoning Ordinance.

6.2.1.2.6 Areas of Site Plans for Multi-Family tracts and MU land uses, including any MF developed in the MU, that complies with the criteria found in Sec 5.05 of the Waxahachie zoning ordinance.

6.2.1.2.7 Open space provided on school or other civic sites that comply with Sec 5.05 of the Waxahachie Zoning Ordinance.

6.2.1.2.8 Any Open Space included in land dedicated to the City as Park shall qualify as required Open Space and may be used to satisfy the Open Space requirements.

6.2.2 Thoroughfare Landscape Buffers and Subdivision Open Space

Open space areas along rights-of-way and within pockets in a subdivision shall count towards open space so long as the open space area along a right-of-way incorporates an amenity element every 300 linear feet and the open space area within a subdivision contains at least one amenity for every 15,000 square feet of area. Restricted development areas shall be designated as landscape / open space on a plat. This acreage shall apply to the total open space acreage requirements within the PD project.

6.2.2.1 Thoroughfare Landscape Buffer Design

Thoroughfares will provide a continuity of design from points of community entry throughout the entirety of the Kemp Tract. These thoroughfares and the adjacent landscape buffers are detailed in Chapter 7: Landscaping & Buffers.

6.2.2.2 Maintenance

Thoroughfare landscape buffers will be developed at the time the adjacent development occurs. An HOA, POA, Special District, or Municipal Financing District will be established to maintain all thoroughfare landscape buffers.

6.3 Parks

6.3.1 Park Maintenance

All Pocket Parks, Linear Parks and Neighborhood Parks shall be maintained by a HOA, POA, or Special District. Specialty Parks and park land such as the Waxahachie-Midlothian Trail Reserve that are conveyed to the City shall be maintained by the City.
Park Design Criteria

Parks are to be integrated within the larger open space system as well as the neighborhoods that they serve. Each park should have a variety of amenities and should not be the exact same amenities provided within other neighborhood parks within a 1 -mile radius. Where park design criteria provides for a menu of Required Elements or Additional Elements, the unique elements shall not be repeated such that one type of element composes more than 25% of the overall required elements. Refer to definitions in Sec. 6.1.1. for definition of required elements.

6.3.1.1 Pocket Park Design Criteria

A Pocket Park is typically a passive park embedded in a neighborhood. A Pocket Park shall be a minimum of .25 ac. and include the indicated required elements and a minimum of one additional element for every 0.5 acres.

Required Elements:

- Landscaping with Irrigation
- Seating (individual seats and/ or benches)
- Pet waste station

Additional Elements:

- Play equipment
- Picnic area
- Pavilion/ shade structure
- Sports court
- Bike Rack
- Drinking Fountain
- Trash receptacle
- Art in the landscape
- Outdoor living area such as a fire pit, fireplace or barbeque
- Fitness station
- Dog park
- Educational/ Historical Display
- School bus pick up areas with covered seating areas
- Other Amenities with Staff approval

6.3.1.2 Linear Park Design Criteria

A Linear Park is typically either a Natural Area Linear Park or a Trail Linear Park. A Natural Area Linear Park typically follows a floodplain or flow way and shall be a minimum 25’ width above the 25-year floodplain and will have 6’ wide pathways of natural materials such as gravel or mulch. A Trail Linear Park shall be a minimum of 20’ wide and may overlay a utility easement, parallel to a street ROW, or greenspace edges in stormwater facilities, floodplains and

greenspaces throughout the community and contain a 10' minimum gravel path. Linear Parks within development tracts and along arterials and collectors will be a minimum of 20' wide minimum by 500' length. Multi-modal pathways serve as linear parks and shall be measured as linear park areas. They may include up to 10' of the landscape and trail portion of a ROW. Linear Park shall include a minimum of one item from the following list and one additional item for every one acre:

Required Elements:

- Multi-purpose / nature trails
- Seating (individual seats and/ or benches) (seating provided at trailheads and every 500 feet of trail)
- Trailhead & wayfinding signage
- Pet waste station
- Landscaping that includes drought tolerant landscaping and irrigation as needed for such

Additional Elements:

- Trail lighting
- Play equipment
- Picnic area
- Pavilion/ shade structure
- Sports court
- Bike Rack
- Drinking Fountain
- Trash receptacle
- Art in the landscape
- Fitness station
- Dog park
- Educational/ Historical Display
- School bus pick-up areas with covered seating areas
- Restrooms
- Other Amenities with Staff approval

6.3.1.3 Neighborhood Park Design Criteria

A Neighborhood Park shall be a minimum of .5 ac. and include a minimum of one item from the following list and one additional item for every 0.5 acres:

Required Elements:

- Landscaping with Irrigation
- Seating (individual seats and/ or benches)

Additional Elements:

- Play equipment
- Picnic area
- Pavilion/ shade structure
- Sports court
- Bike Rack
- Drinking Fountain
- Pet waste station
- Trash receptacle
- Art in the landscape
- Outdoor living area such as a fire pit, fireplace, or barbeque
- Fitness station
- Dog park
- Educational/ Historical Display
- School bus pick up areas with covered seating areas
- Restrooms
- Splash Pad
- Sports or multi-purpose field
- Community garden (vegetable and/or flower)
- Other Amenities with Staff approval

6.3.1.4 Waxahachie-Midlothian Trail Reserve Design and Conveyance Criteria

6.3.1.4.1 The Waxahachie Midlothian Trail Reserve is to be designated as a regional park and is to be dedicated in segments to the City of Waxahachie. **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** generally describes the regional park areas. **EXHIBIT – N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** Describes the order and conditions of conveyance. The park improvements shown on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** shall be conveyed or dedicated to the City at no cost or expense to the City. Developer and City shall coordinate for phased dedication of the parkland to the City as development occurs. Trails and amenities within the conveyed property will be constructed by the Developer and generally comply with **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** contained within the PD and shall include amenities in accordance with PD language 6.3.4.2 describing requirements for the Waxahachie Regional Park.

6.3.1.4.2 The portion of the parkland described as the "Initial Conveyance" on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and

issuance of the final certificate of completion by the City. Subject to issuance of permits from agencies having jurisdiction, this segment shall be completed by Developer no later than one year after permits are issued but not prior to when the segment being built by the city is completed from Getzendaner Park and open to the public where it connects to the Kemp Tract.

6.3.1.4.3 The portion of the parkland described as the "Second Conveyance" on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** shall be dedicated by the Developer to the City within one hundred and twenty (120) ~~ninety (90)~~ days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 50 percent of the homes platted in the immediately adjacent phase have received final inspections by the City. The "Second Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via plat; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

Commented [TR12]: In the meeting it was determined that the park will be completed and dedicated to the city within 120 days from the time when 50% of the permits of the adjacent phase has been issued.

6.3.1.4.4 The portion of the parkland described as the "Third Conveyance" on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** shall be dedicated by the Developer to the City within one hundred and twenty (120) ~~ninety (90)~~ days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 50 percent of the homes platted in the immediately adjacent phase have received final inspections by the City.. The "Third Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via plat; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

Commented [TR13]: In the meeting it was determined that the park will be completed and dedicated to the city within 120 days from the time when 50% of the permits of the adjacent phase has been issued.

6.3.1.4.5 The portion of the parkland described as the "Fourth Conveyance" on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** shall be dedicated by the Developer to the City within one hundred and twenty (120) ~~ninety (90)~~ days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 50 percent of the homes platted in the

Commented [TR14]: In the meeting it was determined that the park will be completed and dedicated to the city within 120 days from the time when 50% of the permits of the adjacent phase has been issued.

immediately adjacent phase have received final inspections by the City. The "Fourth Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via plat; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

6.3.1.4.6 Developer shall be responsible for constructing the portion of the trail shown on **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE** to the specifications set forth in cross section attached hereto as **EXHIBIT N – WAXAHACHIE-MIDLOTHIAN TRAIL RESERVE CONVEYANCE**.

6.3.1.4.7 The Waxahachie Midlothian Trail Reserve Park will count toward park area calculations including dedication requirements, if any.

6.3.1.4.8 In addition to the Waxahachie-Midlothian Trail Reserve, the Trail Park shall include a minimum of one item from the following Required Elements list and one additional item for every 500 feet of trail from the following Additional Elements list:

Required Elements:

- Seating (individual seats and/ or benches) (minimum will include two benches provided at trailheads and every 500 feet of trail)
- Trailhead & wayfinding signage
- Pet waste station
- Landscaping that includes drought tolerant landscaping and irrigation as needed for such

Additional Elements:

- Trail lighting
- Play equipment
- Picnic area
- Pavilion/ shade structure
- Sports court
- Bike Rack
- Drinking Fountain
- Trash receptacle
- Art in the landscape

- Fitness station
- Dog park
- Educational/ Historical Display
- Restrooms
- Other Amenities with Staff approval

6.3.1.4.9 For Floodplain areas not included in the Waxahachie Regional Trail Park described above, Floodplain areas and adjacent undevelopable areas above the elevation of the 25-year flood plain extending up to the rear of adjacent platted lots, Mixed Use tracts or ROW will count as park land and open space. These Floodplain areas shall include the installation of one of the following elements every 750 linear feet of paved trail subject to compliance with Floodplain regulations:

- Pet watering Station
- Drinking Fountain
- Picnic Area
- Play Equipment
- Seating
- Trash/ Recycling Receptacle
- Other elements with Staff Approval.

6.3.1.5 Specialty Park Design Criteria

6.3.1.5.1 A Specialty Park is a park that provides a specific recreation use or range of uses such as a multi-field sports facility for a larger multi-neighborhood area and is located adjacent to a school site and/or a residential subdivision. Specialty Parks shall be dedicated to the City upon completion and acceptance by the City. Open Space that is adjacent to Specialty Parks and contains public improvements, such as public trails, shall be dedicated to the City with the dedication of the adjacent Specialty Park.

6.3.1.5.2 ~~A~~ Specialty Parks shall be located generally as ~~a minimum of twelve (12) acres~~ shown on **EXHIBIT B-CONCEPT PLAN**. A minimum of 25 acres of specialty park will be provided in the overall community.

6.3.1.5.3 Elements within the Specialty Park will be designed to serve as a public recreation park which will be shared by the City and an adjacent WISD school. Specifications for a Specialty Parks, such as sports field types and dimensions, are to be identified prior to construction of the first residential home in the adjacent neighborhood or site plan approval for the adjacent school.

6.3.1.5.4 **EXHIBIT B-CONCEPT PLAN** currently includes two approximately 12.5-acre Specialty Park sites. The Specialty Park site adjacent to the proposed elementary school will be replanned and reduced to approximately 4 acres. The Specialty Park located between the proposed middle school and elementary school will be replanned and expanded to approximately 20 acres. The final design of each Specialty Park will be incorporated into **EXHIBIT B-CONCEPT PLAN** and coordinated with the City during concept plan final design and permitting.

Developer shall provide the planned improvements for the Specialty Parks as follows:

~~6.3.1.5.3~~

~~Developer shall provide sodding, irrigation system, site perimeter fencing and lighting. Technical specifications of lighting will be subject to agreement between the city and Developer. Utilities will be stubbed out at the site perimeter.~~

~~6.3.1.5.4 Each Specialty Park shall include the following Required Elements:~~

~~**Required Elements:**~~
~~Recreation areas and athletic fields of type and size as mutually determined by the City and the Developer. Potential sports field sizes and types will be selected by the City and may be any combination of the following uses that will fit within the acreage to be provided:~~

- ~~High School size Baseball Field~~
- ~~Little League size Baseball field~~
- ~~Tee Ball Size Baseball Field~~
- ~~Recreation Softball Field~~
- ~~Soccer Field~~
- ~~12-and-under size Soccer Field~~
- ~~Kiddie size Soccer Field~~
- ~~Football Field~~
- ~~Basketball Courts~~
- ~~Volleyball Courts~~
- ~~Perimeter fencing~~
- ~~Grassing and sodding~~
- ~~Irrigation for sports fields~~
- ~~Lighting for sports fields~~

Commented [KZ15]: This calls for Exhibit B in the PD to be amended at an unspecified time in the future.

The Concept Plan associated with the PD needs to be modified and completed prior to filing of the PD Ordinance so that an amendment is not needed in the future.

The final design of each park needs to be incorporated into the Site Plan(s) for the property and not necessitate further revisions to the PD Exhibits.

Commented [TR16]: Needs to state the developer will construct and fund.

- ~~Site amenities such as waste receptacles, drinking fountains and bike racks.~~
- ~~Area to provide a minimum of thirty (30) automobile parking spaces~~
- ~~Restrooms~~
- ~~Shade structures~~

- Install restrooms.
- Install a water-bottle filling station adjacent to the restrooms.
- Design and construct field lighting with a target average illumination of 20–30 foot-candles for the practice fields. In constrained areas or where spill light control is required, lower levels down to 10 foot-candles are acceptable to balance efficiency and minimize light spillage.
- Install in the aggregate for both Specialty Parks combined a total of twelve (12) bike-rack stations, each with a minimum capacity of twelve (12) bicycles, in locations coordinated with the City of Waxahachie Parks and Recreation Department.
- Install in the aggregate for both Specialty Parks combined a total of twelve (12) trash receptacles in convenient locations, coordinated with the City of Waxahachie Parks and Recreation Department.
- Install complete irrigation systems for all practice fields and provide full sod coverage for all field areas within the project limits.
- Construct all sidewalks and pedestrian pathways required to provide access to the fields.
- Coordinate with the School Board regarding all fencing interface conditions and the location of any access points between the project and adjacent school properties.
- Install perimeter fencing to separate play areas from surrounding vehicular streets and parking lots. This fencing shall incorporate controlled pedestrian access points that provide limited neighborhood connectivity

Commented [TR17]: Need language about the grading, sod, and landscaping the site.

Commented [KZ18R17]: As well as parking.

while maintaining safety and preventing children and sports equipment from entering the street.

6.3.1.5.5 Construction of ~~a~~ the first Specialty Park shall commence with the earlier of:

(i) commencement of construction on the adjacent school, or

(ii) commencement of construction on the first residential unit in the adjacent subdivision.

Construction of the first Specialty Park shall be completed by the earlier of:

(x) the issuance of a certificate of occupancy for the adjacent school, or

(y) 120 days after the issuance of a building permit for the last unit of fifty (50) percent of the homes in the immediately adjacent TR residential subdivision.~~final inspection of the last unit of fifty (50) percent of the homes in the adjacent residential subdivision~~.

Construction of the second Specialty Park shall be completed by the earlier of:

(y) the issuance of a certificate of occupancy for the adjacent school, or

(z) 120 days after the issuance of a building permit for the 3,000th home in the TR District.

Commented [TR19]: In the meeting it was determined that the park will be completed and dedicated to the city within 120 days from the time when 50% of the permits of the adjacent phase has been issued.

Commented [KZ20]: The basis needs to be the issuance of a CO for the *first* adjacent school.

6.3.2 Traditional Residential Parks

6.3.2.1 All homesites will be within 0.5 miles of a park space. At a minimum homesites will be no further 0.5 miles of one of the types of parks described in this section

6.3.2.2 Parks will include paved or natural paths connecting with neighborhood sidewalks and, where proximity allows, they will connect to natural areas along flow ways and floodplains. Except for natural pathways along natural areas, all park features will comply with ADA requirements.

6.3.2.3 Traditional Residential Park Phasing

6.3.2.3.1 Two acres of park must be completed prior to final inspection of the first residential dwelling unit in the Traditional Residential District and continued in accordance with Table 12. For purposes of this condition, Model Homes will not count as the first residential dwelling unit.

6.3.2.3.2 Park areas will be designated on plats as landscape reserve tracts and dedicated to the HOA or MMD.

6.3.2.3.3 Total acreage of parks will be updated and tracked with each recorded plat.

6.3.2.3.4 Overages above the 2 acres/100 units may count towards requirements for future plats as long as required parks that comply with all other applicable park requirements herein are provided for all neighborhoods.

6.3.3 Active Adult Parks

6.3.3.1 At a minimum homesites will be no further than 0.5 miles from a Pocket Park, Linear Park, Neighborhood Park, Special Purpose Park, Secondary Amenity Center, or a Primary Amenity Center.

6.3.3.2 Parks will include paved or natural paths connecting with neighborhood sidewalks and, where proximity allows, they will connect to natural areas along flow ways and floodplains.

6.3.3.3 Except for unpaved pathways along natural areas, all park features will comply with ADA requirements.

6.3.3.4 Active Adult Neighborhood Park Phasing

6.3.3.4.1 Two acres of parks must be completed prior to final inspection of the first residential dwelling unit and continued in accordance with Table 13. For purposes of this condition, Model Homes will not count as the first residential dwelling unit or be counted towards closed homes for calculating required park acreage in the Active Adult land use area.

6.3.3.4.2 Park areas will be designated on plats as landscape reserve tracts and dedicated to the HOA or MMD.

6.3.3.4.3 Total acreage of parks will be updated and tracked with each recorded plat.

6.3.3.4.4 Overages above the 2 acres/100 units may count towards requirements for future plats as long as required parks that comply with all other applicable requirements herein are provided for all neighborhoods.

6.4 Trails

The Trail system will include interconnected trails including trails/sidewalks along roads, off-road concrete trails and natural trails as generally depicted in **EXHIBIT F - OPEN SPACE AND TRAILS PLAN**. Additionally, trailhead locations at key locations such as parks, amenity sites, and at schools, to include trail maps and site furnishings (trash, seating) shall be provided. The trails delineated in **EXHIBIT F - OPEN SPACE AND TRAILS PLAN**, except for the Waxahachie Regional Trail, shall be developed when the adjacent land is developed. The Waxahachie Regional Trail shall be provided as set forth in Section 6.3.1.4. Trails around detention ponds and along throughfares count toward open space and park requirements.

6.4.1 Regional Trail Connection

6.4.1.1 The Kemp Tract trail system will connect to the Waxahachie Regional Trail located at the northeastern property boundary of the Kemp Tract PD.

6.4.2 Golf Cart Pathways

Golf carts will be an integral part of the multi-modal circulation system. Golf carts will be allowed on streets in compliance with Texas State Law and city ordinance. The PD project shall be considered a master-planned community within the meaning set forth in Section 551.403(c)(1) of the Texas Transportation Code. The project shall contain a system of golf cart pathways including the "multi-purpose" path that accommodates golf carts to provide connectivity between local roads and the residential and recreational areas. This pathway system, as indicated in **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** and the proposed street cross sections, will promote accessibility via golf cart within the development without the need to use an automobile. The golf cart pathways shall comply with state and local statutes and regulations.

6.4.3 Trail Materials

Trails outside of the Right-of-Way may consist of natural materials such as mulch or crushed stone.

6.5 Amenity Centers

6.5.1 General:

6.5.1.1 In order to promote a sense of community and to fulfill the recreation needs for all ages, recreational amenities will be provided. These features will be set within an open space and multi-modal pathway network intended to create and support interaction among the families, neighbors, and neighborhoods within the Kemp Tract.

6.5.1.2 A minimum of two (2) separate Primary Amenity Centers, at least 20 acres in size, which include features as described in 6.5.2.4 below, shall be provided

cumulatively in the Traditional Residential and Active Adult Residential Districts.

6.5.1.3 At minimum, 40 acres of Primary Amenity Centers will be provided.

6.5.1.4 In addition, there will be Secondary Amenity Centers spread through future phases to support the Flex District. The size of the site(s) and program elements will be determined by the Developer and reviewed by the City during the Site Plan Review process for that facility.

6.5.1.5 All amenity centers will be maintained by a homeowner's association or property owners' association. The Amenity Centers may satisfy the park 0.5-mile radius requirement.

6.5.1.6 All Amenity areas and Amenity Elements shall count towards open space and park requirements.

6.5.2 Amenity Center Development Standards

6.5.2.1 The Amenity Center standards apply to an amenity center in the Traditional Residential and Active Adult Districts as depicted on **EXHIBIT B – CONCEPT PLAN.**

6.5.2.2 Land uses may consist of indoor and outdoor, lighted, and unlighted, recreation facilities, food and beverage establishments, and services that include active and passive sports and entertainment (including outdoor concert facilities (i.e., the Bandshell) and ancillary facilities including on-site alcohol consumption.

6.5.2.3 The amenity facilities will primarily be provided in one Primary Amenity center in each of the TR and AA communities.

6.5.2.4 Primary Amenity Center Facilities and Uses

Each primary Amenity Center will include at least five (5) of the following facilities and uses in the following list. Changes to this list may be processed as a minor amendment.

List 1. Items on list 1 below may not be counted as more than one of the five required facilities, no matter how many are constructed in one Primary Amenity Center

- Community Offices / Administration Buildings
- Shade Pavilions and Gazebos
- Sports courts such as basketball (minimum one full court), Tennis or Pickle Ball Courts (Minimum of four)
- Lawn Games such as bocce, croquet, volleyball, putting green, etc.
- Multi–use fields

- Playgrounds
- Pro shops
- Dog Grooming
- Hobby Space

List 2. Items on list 2 below may only be counted as up to two of the five required facilities, no matter how many are constructed in one Primary Amenity Center

- Food and Beverage such as facilities: restaurants, bars, and lounges
- Personal services: such as barber and beauty shops and nail salons
- Community recreation facilities such as indoor recreation, meeting, assembly, and banquet rooms
- Outdoor entertainment venues such as an amphitheater
- Indoor and Outdoor Swimming Pools
- Fitness and wellness Centers

TABLE 11: Amenity Center Development Standards	
Minimum lot area	7,000 SF
Minimum lot width	60 ft
Minimum lot depth	100 ft
Minimum front setback from ROW	25 ft
Minimum side setback along ROW	25 ft
Minimum side and rear setback adjacent to single family detached uses	50 feet
Minimum rear setback	20 ft
Maximum height	65 ft
Maximum lot coverage	60%

6.5.3 Traditional Residential Amenities

6.5.3.1 The Traditional Residential Amenities will include a 20-acre Amenity Campus consisting of buildings for a community center and multipurpose rooms with a minimum of 15,000 square feet of covered area of which 5,000 square feet will be air-conditioned space. The Amenity Campus will also include a minimum of 7,500 total square feet of pool area, 8 pickle ball courts, 1 basketball court, and 2 tennis courts.

6.5.3.2 Phasing for construction of the Traditional Residential Amenities shall conform to Table 12:

TABLE 12: TRADITIONAL RESIDENTIAL AMENITY AND PARK PHASING		
Facility	**Trigger for Start of**	**Estimated Date**

	Construction	Available for Use
Residential Phase - Development Parks and Open Space • Two (2) acres for the first residential lot developed • Prior to final inspection for the 1,000th lot, the greater of the park requirement in Section 6.1.3 or a total of 20 acres of park and open space (inclusive of the initial 2 acres) shall be provided within the Property; • Prior to the final inspection for each successive 1,000th lot, an additional 20 acres of open space and park shall be provided within the Property.	Begins with site development of each development phase	Completion prior to final inspection of the first owner occupied residential unit in initial phases. Upon completion of the first Phase of the primary amenity, park completion will not be required until 50% of the owner-occupied residential units in a phase are complete.
Primary Amenity: **Phase 1 - uses from menu in 6.5.2.4** • Food and beverage Facility • Fitness Center • Tennis Courts • Pickle Ball Courts • Resort-style Pool	Commencement of construction on the first 10,000 SF no later than final inspection the 750th home. *	24 months after start of construction
Primary Amenity: **Phase 2 - uses from menu in 6.5.2.4** • As necessary to supplement Phase 1 in compliance with Section 6.5.2.4.	Commencement of construction on the additional 5,000 SF no later than final inspection of the 2,000th home.	18 months from start of construction
Specialty Park: • Sports Park or other similar community gathering park, on twelve (12) or more acres.	With the construction of the adjacent school site or subdivision.	Completed by the earlier of ~~opening of~~ (i) issuance of a c.o. for the adjacent school site or (ii) 120 days after the issuance of a building permit for the last unit of fifty (50) percent of the homes in the immediately adjacent residential subdivision.

*For purposes of this planned development, "commencement of construction" means that an application for a building permit has been submitted to the City. Notice of commencement of construction shall be issued no more than 45 days from issuance of the building permit.

Commented [TR21]: In the meeting it was determined that the park will be completed and dedicated to the city within 120 days from the time when 50% of the permits of the adjacent phase has been issued.

Commented [KZ22]: This needs to be revised for consistency with the changes in Section 6.3.1.5 with regards to park size.

Commented [TR23]: In the meeting it was determined that the park will be completed and dedicated to the city within 120 days from the time when 50% of the permits of the adjacent phase has been issued.

6.5.3.3 Constructing the Facilities

The developer is responsible for the construction of recreational facilities and/or amenities. Buyers are not responsible for any direct costs, beyond the purchase price under the purchase agreement, related to the construction of the facilities.

6.5.3.4 Maintenance of the Facilities

Upon completion of each phase of the Amenity Campus, the Homeowners Association will be responsible for maintaining the facilities.

6.5.3.5 Transfer of the Facilities

The facilities are to be conveyed by the developer to the Homeowners Association. All of the facilities conveyed to the Homeowners Association will be conveyed by Special Warranty Deed, free and clear of all monetary liens.

6.5.3.6 Who May Use the Facilities

The above-described facilities are available for the use and enjoyment of each member of the homeowner's association and their guests. Use of the common area shall be subject to a Declaration applicable to the common area and any rules and regulations that may be adopted by the Homeowners Association.

6.5.4 Active Adult Amenities

6.5.4.1 The recreational facilities in the Active Adult Amenity Center shall include an Amenity Campus consisting of buildings for a fitness center, food and beverage facilities and multipurpose rooms with a minimum of 22,500 square feet of indoor area. The Amenity Campus will also include a minimum of 7,500 total square feet of pool area, 8 pickle ball courts, and 2 tennis courts.

6.5.4.2 Phasing for construction of the Active Adult Amenities shall conform to **Table 13: Active Adult Amenity And Park Phasing**:

TABLE 13: ACTIVE ADULT AMENITY AND PARK PHASING

Facility	Trigger for Start of Construction	Estimated Date Available for Use
Residential Phase - Development Parks and Open Space • Two (2) acres per 300 lots for Neighborhood Park	Begins with site development of each development phase.	Completion prior to final inspection of the first single family residential unit in initial phases. Upon completion of the first Phase of the primary amenity, park completion will not be required until 50% of the single-family residential units in a phase are complete.
Primary Amenity: **Phase 1 - uses from menu in 6.5.2.4** • Food & Beverage Facility • Fitness Center • Tennis Courts • Pickle Ball Courts • Resort Style Pool	Commencement of construction on the first 12,500 SF no later than final inspection the 500th home. *	24 months after the start of construction.

Commented [TR24]: In the meeting it was determined that the park will be completed within 120 days from the time when 50% of the permits of the adjacent phase has been issued.

Primary Amenity: **Phase 2 - uses from menu in 6.5.2.4** • As necessary to supplement Phase 1 in compliance with Section 6.5.2.4.	Commencement of construction on the additional 10,000 SF no later than final inspection of the 1,500th home.	18 months from the start of construction.

*For purposes of this planned development, "commencement of construction" means that an application for a building permit has been submitted to the City. Notice of commencement of construction shall be issued no more than 45 days from issuance of the building permit.

6.5.4.3 Constructing the Facilities

The Developer is responsible for the construction of recreational facilities and/or amenities.

6.5.4.4 Maintenance of the Facilities

Upon completion of each phase of the Amenity Campus, the Homeowners Association will be responsible for maintaining the facilities.

6.5.4.5 Transfer of the Facilities

The facilities are to be conveyed by the developer to the Homeowners Association. All of the facilities conveyed to the Homeowners Association will be conveyed by Special Warranty Deed, free and clear of all monetary liens.

6.5.4.6 Who May Use the Facilities

The above-described facilities are available for the use and enjoyment of each member of the homeowner's association and their guests. Use of the common area shall be subject to the Declaration applicable to the common area and any rules and regulations that may be adopted by the Homeowners.

6.5.5 Multi-Family Amenity Centers

Each multi-family amenity center must include at least 1 of the following program elements for each 150 units or fraction thereof:

a) Outdoor living area such as a fire pit, fireplace or barbeque/cooking area with seating.

b) Sport courts (bocce, pickle ball, tennis, basketball, etc.)

c) Cabana or other shade/picnic pavilion

d) Community pool or spray park

e) Play or practice sports fields (If intended for play fields, soccer fields will include goals, baseball fields will include a backstop)

f) Playground or tot lot with three (3) or more of the following elements:

- Activity Panels
- Balancing
- Climbing
- Fitness
- Overhead / Hanging
- Sensory
- Slides
- Swings
- Zip Line

CHAPTER 7: LANDSCAPING & BUFFERS

The landscape design within the Kemp Tract open spaces and development tracts will follow the City of Waxahachie ordinance Section 5.04 with the following exceptions.

7.1 Landscape Design for Water Conservation

Landscaping shall include annual or perennial landscaping with plant material that is native or adapted to the North Texas area. Landscaped planting beds and individual trees shall be irrigated. Turf areas in high visibility areas will be irrigated to the extent necessary for healthy growth. Limits of irrigated area shall be reviewed during Plat or Site Plan approval as mutually agreed upon by developer's licensed Landscape Architect and city staff. To encourage water conservation, drip irrigation or irrigation close to the ground is required. Water from a nonportable source is encouraged.

7.2 Screening/Buffer Yards

The City of Waxahachie Zoning Ordinance Section 5.03(e) and Section 5.04(g), except for Subsections 5.04(g)(iii), (iv) and (v) which shall remain in full force and effect, and the City of Waxahachie Subdivision Ordinance Section 5.7(a)(1) are revised to include the following alternatives in lieu of the buffer requirements identified in the City of Waxahachie zoning ordinance. Refer to **EXHIBIT G - SCREENING PLAN**. Landscape buffers required along streets that are outside of the ROW and the limits of the roadway construction shall be installed with the development of the adjacent property. Landscaping and screening required and shown on the construction plan set within a segment of street right-of -way, shall be installed prior to the acceptance of the public infrastructure within such segment of street right-of-way. Final acceptance of the landscaping for a roadway or subdivision may occur after final acceptance of the related infrastructure project but in no case shall the acceptance process extend beyond six (6) months after acceptance of the infrastructure. With approval of the city

manager (or designee) landscape materials may be installed after the infrastructure is accepted but in no case installation and acceptance will be complete no later than six months following acceptance of the infrastructure.

7.2.1 Screening/ Buffer Yard Requirements are applicable as noted below:

7.2.1.1 Primary Screening Type 1

Primary Screening Type 1 is required where Kemp Tract development abuts residential areas along the Lone Elm and Brookside neighborhoods, and along FM 875 and FM 1446. Primary Screening Type 1 shall include a minimum twenty (20) foot landscape buffer with the following:

a) Landscape Berms
at least three (3) feet in height

b) Canopy Trees
One (1) canopy tree at least three (3) caliper inches, planted for every forty (40) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.

c) Evergreen or Ornamental Trees
One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty (20) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.

d) Shrubs
In between required trees, hedge materials shall be planted to screen views from street. Shrubs shall be 36 inches tall at time of installation and species having mature maintained height of up to five feet. Shrubs will be placed in cluster or linear hedge formation with minimum average spacing of five (5) feet on center along length of roadway segment on top of berms of varying height lining the roadway segment. Buffer shrubs will not be located in sight triangle areas.

7.2.1.2 Primary Screening Type 2

Primary Screening Type 2 is required where Mixed-Use land uses directly abut residential areas. Primary Screening Type 2 shall include a minimum twenty (20) foot landscape buffer with the following:

a) Screening wall
A six-foot (6') masonry wall shall be constructed along common nonresidential and single-family property lines, but such wall shall not be required in front of nonresidential buildings along the public right-of-way upon which the nonresidential tract fronts.

b) Canopy Trees

One (1) canopy tree at least three (3) inch caliper inches, planted for every forty (40) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.

c) Evergreen or Ornamental Trees

One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty (20) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.

d) Shrubs:

In between required trees, hedge material or midstory trees shall be planted to screen views from street. Shrubs shall be 36 inches tall at time of installation with species having mature maintained height of up to five (5) feet. Shrubs will be placed in cluster or linear hedge formation with minimum average spacing of five (5) feet on-center along length of roadway segment. Buffer shrubs shall not be located in sight triangle areas.

e) Midstory Plant material:

Midstory Plant material shall be four feet at time of installation with species having mature maintained height minimum of six (6) feet. Midstory plant material will be placed in cluster or linear hedge formation with minimum average spacing of eight (8) feet on-center along MU perimeters that directly abut residential areas. Midstory plant material shall not be located in sight triangle areas. A masonry wall six (6) feet in height may be provided in lieu of Midstory Plant Material.

7.2.1.3 Primary Screening Type 3

Primary Screening Type 3 will be used generally in locations as shown on **EXHIBIT G - SCREENING PLAN**. It will be used where the rear or side of homes directly abut the perimeter of the Planned Development in locations where lakes, natural vegetation or other forms of visual screening will not be provided. Buffer specifications are as follows:

7.2.1.31. Plant species will be selected from those listed in Sec. 5.04 Landscape Requirements

7.2.1.32. Plant Material Type Minimum Sizes:

- Canopy Tree: Single Trunk 50% 2" caliper, 50% 4" caliper with minimum spacing of 30’ O.C.
- Native Midstory Shrub minimum 10 gallon spaced 50’ on-center
- Shrubs: 3 gallon minimum 5’ O.C**.**

7.2.2 Tree Spacing

All trees shall be planted at a minimum of 5 feet away from any public utility lines, sidewalks, or roadway paving. If root barrier is installed between the tree and street or sidewalk, minimum spacing dimension may be 2.5 feet.

7.3 Street Trees

7.3.1 Street Trees Required

7.3.1.1 Each multi-family, mixed use, and non-residential development shall have at least one (1) canopy tree, a minimum three (3) inches in caliper, for each thirty (30) linear feet of platted street frontage or a fraction thereof.

7.3.1.2 Each Single Family Attached, Single Family Detached, Paired Villa and Cottage development shall have at least one canopy tree, a minimum of three (3) inches in caliper, for each thirty (30) linear feet of platted street frontage or a fraction thereof.

7.3.2 The street tree will be located within the street parkway. Where conflicts prevent this planting location, the street tree may be located between building and the ROW (within the building setback).

7.3.3 Any existing trees meeting the minimum caliper inch preserved in the ROW will count towards this requirement.

7.3.4 Street trees shall be planted, and irrigation installed in boulevard medians and right-of-way islands where such are wide enough to accommodate trees. The trees shall be planted in these areas at a rate of one canopy or understory tree for every 1,000 square feet of area within the boulevard median or right-of-way island. The location of these detailed elements is flexible and can be clustered so long as the placement does not violate visibility requirements. These trees shall be maintained by a homeowner's association, property owners' association, or MMD.

7.3.5 Required street trees and irrigation for a street required to be constructed beyond the boundary of a subdivision, but within the Property, shall be provided within 6 months of acceptance of the roadway by the City of Waxahachie Public Works Department.

7.3.6 Tree Spacing

All trees shall be planted at a minimum of 5 feet away from any public utility lines, sidewalks, or roadway paving. If root barrier is installed between the tree and street or sidewalk, minimum spacing dimension may be 2.5 feet.

7.4 Enhanced Local Street Landscaping Criteria for Enhanced Local Street

The Enhanced Local Street, indicated on the **EXHIBIT D– THOROUGHFARE EXHIBIT**, shall include the following landscaping in the Parkway and parking lane Bump Outs. The landscaping will serve as a landscape amenity and transition from the travel lanes. All of the landscaping in the Enhanced Local Street ROW shall be irrigated.

7.4.1 Street Trees

One (1) canopy tree at least three (3) caliper inches, planted for every forty (40) linear feet of platted street frontage or a fraction thereof.

7.4.2 Ornamental Trees

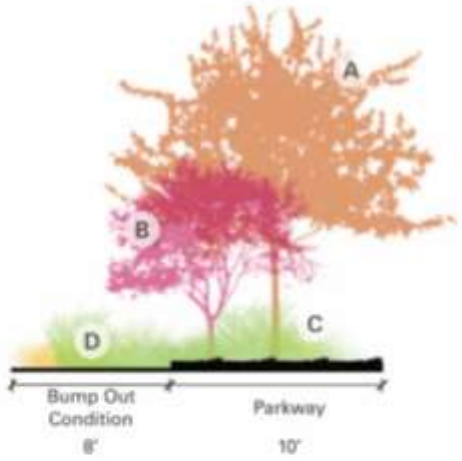
One (1) ornamental tree, at least six (6) feet in height, planted for every forty (40) linear feet of platted street frontage or a fraction thereof, planted in between and staggered with the canopy trees.

7.4.3 Shrubs

One (1) shrub, at least twenty-four (24) inches in height, planted for every ten (10) linear feet in between and staggered with the required trees. Shrubs will be placed in clusters or linear hedge formation. Shrubs will not be located in sight triangle areas.

7.4.4 Parking Bump Outs

Within the Parking Bump Outs 50% of the ground area shall be covered in living ground cover and/ or shrubs, at least twenty-four (24) inches in height. Shrubs will not be located in sight triangle areas.



Enhanced Local Street Landscape Requirements

The Enhanced Local Street, indicated on the Exhibit D Throughfare Plan, shall include the following landscaping in the Parkway and parking lane Bump Outs. The landscaping will serve as a landscape amenity and transition from the travel lanes. All of the landscaping in the Enhanced Local Street ROW shall be irrigated.

A **Street Trees**
One (1) canopy tree at least three (3) caliper inches, planted for every forty (40) linear feet of platted street frontage or a fraction thereof.

B **Ornamental Trees**
One (1) ornamental tree, at least six (6) feet in height, planted for every forty (40) linear feet of platted street frontage or a fraction thereof, planted in between and staggered with the canopy trees.

C **Shrubs**
One (1) shrub, at least twenty four (24) inches in height, planted for every ten (10) linear feet in between and staggered with the required trees. Shrubs will be placed in clusters or linear hedge formation. Shrubs will not be located in sight triangle areas.

D **Parking Bump Outs**
Within the Parking Bump Outs 50% of the ground area shall be covered in living ground cover and/ or shrubs, at least twenty four (24) inches in height. Shrubs will not be located in sight triangle areas.

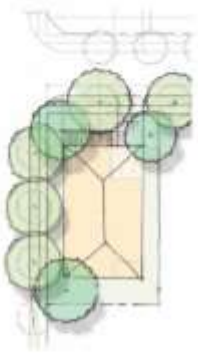
7.5 Detached Residential Landscape Requirements

7.5.1 Front Yard Trees:

Siting of front yard trees is commensurate with available space on the lot to provide for a tree canopy in conjunction with the street trees.

7.5.1.1 For lots 50 feet or less in width: Each lot shall have one Canopy Tree a minimum of three (3) caliper inches, in the front yard.

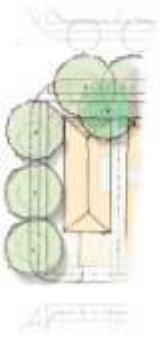
7.5.1.2 For lots greater than 50 feet in width: Each lot shall have two Canopy Trees a minimum of three (3) caliper inches each, in the front yard.



Lots Greater than 50' in Width

For lots greater than 50 feet in width: Each lot shall have two Canopy Trees a minimum of three (3) caliper inches each, in the front yard.

One Canopy Tree in rear yard minimum two (2) caliper inches. Homes that are alley loaded do not require rear yard canopy trees.



Lots 50' or Less in Width

For lots 50 feet or less in width: Each lot shall have one Canopy Tree a minimum of three (3) caliper inches, in the front yard.

One Canopy Tree in rear yard minimum two (2) caliper inches. Homes that are alley loaded do not require rear yard canopy trees.

7.5.2 Rear Yard Trees

One Canopy Tree, a minimum two (2) caliper inches, is required in the rear yard. Homes that are alley loaded do not require rear yard canopy trees.

7.5.3 Shrub Beds

7.5.3.2 Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes.

7.5.3.3 Where side yards abut streets, shrub beds along 40% of the home and a Canopy Tree with a 2-inch caliper is required.

7.5.4 Mechanical Equipment

Mechanical equipment shall be screened from direct view from the street with plant species that will grow to be maintained at the height of equipment to be screened.

7.5.5 Pervious Coverage

Sod, mulch, or another staff approved ground cover shall cover 100% of the pervious portions of the lot not covered by other plant material. Hydroseed and hydromulch will not be permitted unless approved by Staff.

7.6 Attached Residential and Paired Villas Landscape Requirements

7.6.1 Required Trees

One Canopy Tree per unit, a minimum three (3) caliper inches, is required. For Cottage units the trees may be arranged in front, rear or side yards and paseos.

7.6.2 Shrub Beds

7.6.2.2 Shrub beds required along front façade of home with mix of one- and three-gallon plant sizes.

7.6.2.3 Where side yards abut streets, shrub beds along 40% of the home and a Canopy Tree with a 2-inch caliper is required.

7.6.3 Mechanical Equipment

Mechanical equipment shall be screened from direct view from the street with plant species that will grow to be maintained at the height of equipment to be screened.

7.6.4 Pervious Coverage

Sod, mulch, or another staff approved ground cover shall cover 100% of the pervious portions of the lot not covered by other plant material.

7.7 Cottage Landscape Requirements

The unique housing type configuration necessitates tailored landscaping requirements.

7.7.1 Street Frontage

7.7.1.2 Required Trees

Two (2) Canopy Trees are required per four (4) cottage units, a minimum three (3) caliper inches, and planted for every forty (40) linear feet of platted street frontage or a fraction thereof. These trees may be planted as Street Trees in the landscape strip or parking bulb out. Two (2) Ornamental Trees are required per four (4) cottage units, at least six (6) feet in height.

7.7.1.3 Shrub Beds

Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes planted at 36 inches on center.

7.7.1.4 Living Groundcover

Living groundcover required along front façade of home planted at 24 inches on center.

7.7.2 Paseo Frontage

7.7.2.2 Required Trees

Four Ornamental Trees, at least six (6) feet in height, are required per four cottage units.

7.7.2.3 Shrub Beds

Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes planted at 36 inches on center.

7.7.2.4 Living Groundcover

Living groundcover is required along front façade of home planted at 24 inches on center.

7.7.3 Rear Lot Frontage

7.7.3.2 Required Trees

One (1) Ornamental Trees, at least six (6) feet in height, is required per four (4) cottage units,.

7.7.3.3 Shrub Beds

Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes planted at 36 inches on center.

7.7.3.4 Groundcover

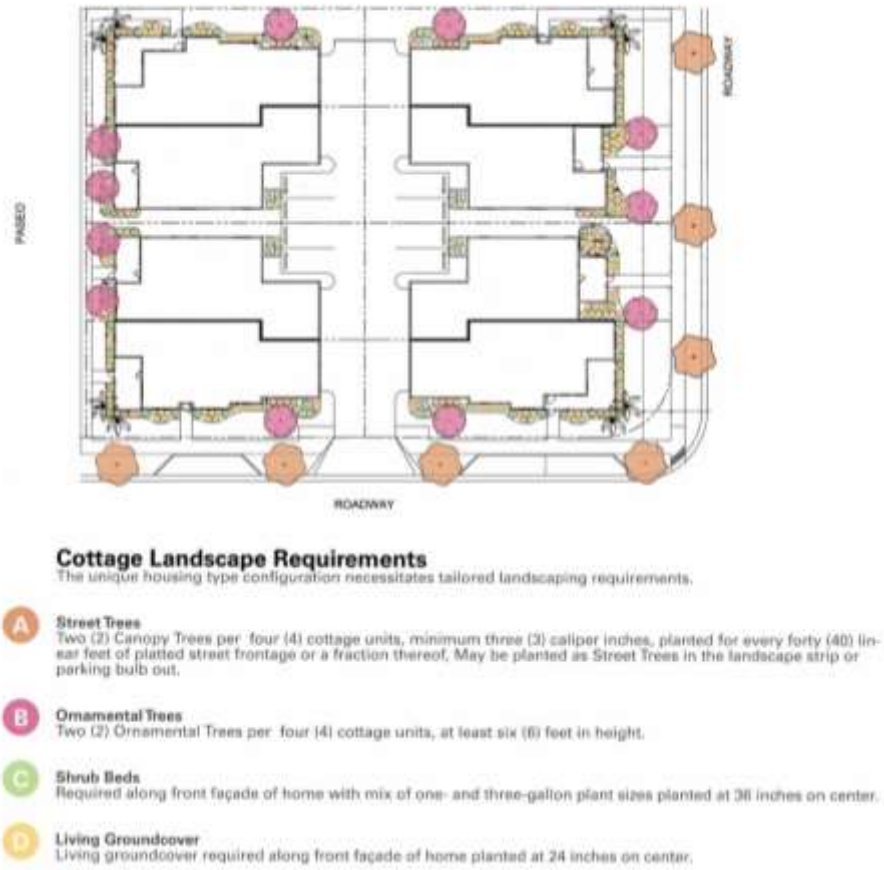
Living groundcover is required along front façade of home planted at 24 inches on center.

7.7.4 Mechanical Equipment

Mechanical equipment shall be screened from direct view from the street with plant species that will grow to be maintained at the height of equipment to be screened.

7.7.5 Pervious Coverage

Sod, mulch, or another staff approved ground cover shall cover 100% of the pervious portions of the lot not covered by the driveway or other plant material.



7.8 Non-Residential Tree Requirements

7.8.1 Required Trees

Trees shall be provided as required by Section 5.04 of the Zoning Ordinance. Tree massing within the designated landscaped area may be allowed to meet the overall requirement. Required trees shall be a minimum 3-inch caliper in common areas and streetscape.

7.8.2 Trees may be planted within the right-of-way provided they are planted consistent with the provisions of above and their location is approved by the City.

7.8.3 All tree species shall be approved by a registered Landscape Architect or certified arborist at the time of landscape plan submission to the City.

7.8.4 Subject to City staff approval, changes to the approved landscape plan's design may be modified in the field to better address existing site conditions and constraints while still maintaining landscape requirements.

7.9 Lighting

All lighting throughout the commercial sites shall be full cut-off and shall not exceed (0.25) footcandles at a property line shared with a residential lot or the external boundary of the PD area. The Developer shall install decorative streetlight fixtures throughout the project provided the decorative street light fixtures are approved by the electricity service provider. If decorative streetlight fixtures are caused to be installed by the Developer they will be maintained by the electricity service provider, HOA, POA, or MMD.

7.10 Fencing

Fencing along Thoroughfares and Collectors shall not be required due to the use of landscaping and berms, except as provided in this chapter. In areas the Developer installs fencing, the standards below shall apply:

a) Front Yard Fence: Front Fence shall mean a fence that is constructed out of wood or metal with a maximum height of four feet (4') and with openings not less than fifty (50) percent of the fence area.
b) Rear and Side Yard Fence: Wooden or ornamental metal fences (with openings not less than 50% of the fence area) with a minimum height of four feet (4') and a maximum height of six feet (6' 8") surrounding the rear yard of residential lots shall be permitted. This fence shall not exceed past the front façade of the dwelling.
c) Black, welded light gauge metal fence: A black, welded light gauge metal fence is a permitted fence material in parks or recreational facilities (such as WireWorks Anti-Climb and Jerith Patriot wire fence products).

7.10.1 Fence Materials

Allowed materials include fences made of treated or painted/stained wood, masonry, tubular steel, and wrought iron fencing. Examples of prohibited materials include chain link, plywood, particleboard, and corrugated metal sheets.

CHAPTER 8: PARKING REQUIREMENTS

All off-street parking & loading must comply with the City of Waxahachie Zoning Ordinance, Section 5.02 except the following:

8.1 Multi-Family and Mixed-Use Parking

8.1.1 Parking Ratio

Multi-Family Uses shall be parked at the following Ratio:

- 1 space for a studio/ efficiency
- 1.5 spaces per 1 bedroom
- 2 spaces per 2+ bedroom

8.1.2 On-Street Parking

On-street striped parking can be counted towards the off-street parking requirements for non-residential uses. On-street parking cannot count for more than 10% of the overall required parking and any on-street parking that is credited towards the required parking must be labeled on the Residential Plat and/or Site Plan. A parking stall may not be used for credit on more than one land use.

8.2 Amenity Center Parking

Amenity Centers shall be classified as Private Recreation Facilities with parking criteria as follows:

10 spaces minimum, plus 1 space per 500 sf over 5000 sf of building and active amenity recreation areas. Open space such as lawn or landscape areas, connective sidewalks, parking areas are not counted as active recreation areas.

CHAPTER 9: STREET DESIGN

9.1 Street Standards

All streets shall comply with the City of Waxahachie Subdivision Ordinance, Section 3.01 except as shown in **EXHIBIT E – STREET SECTIONS** and the standards in this Chapter. Prior to construction of alleys to be conveyed to the City, standard cross-sections and construction standards must be approved by the City Engineer.

9.2 Thoroughfare Plan

Refer to **EXHIBIT D - THOROUGHFARE EXHIBIT** for general types and locations of the various major public streets. The locations are general and may be modified prior to Plat approval so long as the overall connection points along the perimeter are provided.

9.2.1 Connection to FM 875

Prior to the issuance of a certificate of occupancy on the first home constructed within development, an access route shall be provided throughout the overall development from IH-

35E to FM 875. The access route shall be provided by means of a minimum 24'-wide public street or~~, fire lane, temporary~~ temporary road consisting of two layers of chip-seal over lime-stabilized sub-grade~~all-weather access~~, or a combination thereof. The final alignment of the access route shall be coordinated with the Fire Marshal prior to the commencement of construction and periodically throughout the life of development.

9.3 Street Design Features

9.3.1 Traffic Circles and Roundabouts

Traffic circles and roundabouts are allowed intersection types with the approval of location and design by the City Engineer.

9.3.2 Brookside Road

Subject to final engineering design approval by the City, the alignment of Brookside Road shall generally comply with the alignment identified in **EXHIBIT K – BROOKSIDE ROAD ENLARGEMENT** No other direct connections to the existing Brookside Road west of the proposed improved Brookside Road shall be permitted from the Property except for a connection necessary at the westernmost end of Brookside Road to provide for access for landowners west of the Property which connection will be controlled with an access gate to be used only for that access and for emergency EMS access. A public roadway or combination of public roadway and private easement through the Kemp Tract Active Adult area will extend from ~~the~~ such westernmost extent of Brookside Road westward to the northeast corner of an approximate 263 acre tract of land west of the Property currently identified by the Ellis Central Appraisal District as property ID# 260392~~, east Kemp Tract property line to the property line of the immediately adjacent landowner to the west~~.

Commented [TR25]: We might need to reference the property in a different manner since these tax id no's change with ownership, platting, etc. Not a great method to reference property's for ordinances.

9.3.3 Multi-Purpose Trail

The Multi-Purpose Trail, where used, is designed to serve a variety of users: golf carts, e-bikes, bicycles, and pedestrians.

9.4 Arterial Phasing

Per the TIA the 4-Lane Arterial shall be built where a Major Arterial is shown on **EXHIBIT D - THOROUGHFARE EXHIBIT**. The 4-Lane Arterial may be expanded to 6-Lane Arterial section when the traffic demand requires expansion as documented in an updated TIA.

Commented [KZ26]: Shall be expanded at the developer's cost or the City's cost? – James Gaertner

CHAPTER 10: SIGNAGE

10.1 Signage Generally

All signage within the project shall comply with the Waxahachie Code of Ordinances Sec. 5.08 Sign Regulations, with the exception of the standards listed below. When there is a conflict

between the requirements of the Sign Ordinance and this PD document, the PD document will supersede and control over the development. The project will include various development monument entry signs and neighborhood monument entry signs located at various perimeter entrances and neighborhood entries. For purposes of signage in this PD, the entire property is considered one lot.

10.2 Community Entry Signage

Points of entry into the Kemp Tract will be defined with a combination of monument signage, landscape, and lighting to create a sense of arrival commensurate in scale and character with a large master planned community (see **EXHIBIT I - SIGNAGE PLAN**). These Points of entry will be primary, secondary, or tertiary in scale. All monument entry signs shall be outside of any visibility triangles located at the intersections (as defined by City of Waxahachie Zoning & Subdivision Ordinances). For purposes of advertising different neighborhoods or amenities in the Development, signage is permitted within the Property to advertise neighborhoods and amenities not located on the same lot within the Property as set forth below. For purposes of signage in this PD, the entire property is considered one lot.

10.2.1 Primary Entry Signage

These types of monument signs shall be placed at the entry area on I-35, as shown on the Signage Plan attached as **EXHIBIT I- SIGNAGE PLAN**, to provide project identity.

- The primary entry monument is permitted within 300 feet of the IH-35 right-of-way and may be a maximum of sixty (60) feet in height.
- A wall sign which may be one sided or a two-sided blade sign may be developed in conjunction with the entry monument.
- In addition to the signage listed above, an attached or isolated sign blade wall with a maximum size of twelve (12) feet tall by eighty feet in length (12'x80') for the purposes of identifying tenants of the Mixed Use area at I-35.

10.2.2 Secondary Entry Signage

These monument signs shall be placed at entry points, as shown on the Signage Plan attached as **EXHIBIT I- SIGNAGE PLAN**.

- Thirty-five (35) feet tall maximum and may have an attached or isolated sign blade wall with a maximum size of ten feet tall by fifty feet in length (10'x50').
- In addition to the signage listed above, an attached or isolated sign blade wall with a maximum size of ten (10) feet tall by forty feet (40') in length (10'x 40') for the purposes of identifying tenants of the Mixed Use area located in the center of the community.

10.2.3 Tertiary Entry Signage

These monument signs shall be placed at entry points, as shown on the Signage Plan attached as **EXHIBIT I- SIGNAGE PLAN**.

- Thirty-five (15) feet tall maximum and may have an attached or isolated sign blade wall with a maximum size of ten feet tall by fifty feet in length (8'x35').
- A maximum of two entry signs will be provided at each entry point.

10.2.4 Neighborhood Entry Signage

These monument signs may be placed at multiple entry points to residential subdivisions within the project and at points where the ring road intersects with arterials. **EXHIBIT I- SIGNAGE PLAN** identifies potential neighborhood entry signage locations. As neighborhoods are designed and plats are submitted, additional neighborhood entry signage may be approved by the City Manager or his designee.

- Eight feet (8') tall maximum and an attached or isolated sign blade wall with a maximum size of six feet tall by twenty feet in length (6'x20').

10.2.5 Street Signs

The Developer shall install decorative street signs throughout the project.

10.3 Permitted Neighborhood Signs

The following sign types may be placed within the project:

10.3.1 Community Center Monument:

- This sign shall be placed at the community center located within the project.
- Eight feet (8') tall maximum and an attached or isolated sign blade wall with a maximum size of six feet tall by twenty feet in length (6'x20').

10.3.2 Parks Monument

These signs shall be placed at parks located throughout the project.

- The monuments shall not exceed eight feet (8') in height and 80 square feet in size.
- Directional/Marketing/Information Signs: Used to direct residents to various parks or trails located throughout the project. Additionally, there may be informational signs about wildlife, wellbeing messaging, etc. The monuments shall not exceed eight feet (8') in height.

10.3.3 Residential Navigation Signs

A maximum of 10 Residential Navigation Signs shall be allowed in each phase. These signs are located in model homes centers and various residential neighborhoods available to potential home buyers.

- Ten feet (10') tall and six feet (6') wide maximum sign size, not including posts.
- The sign messaging area shall be a maximum of 125 square feet in size.
- All residential navigation signs must be removed when 90% of the model homes in the model home village are purchased and used as private homes.

10.3.4 Directional/Marketing/Information Signs:

- These signs are to be located along roadways and will direct potential home buyers to various neighborhoods and community features and/or model homes. These temporary signs may be installed at various locations within the project.
- The sign messaging area shall be a maximum of 100 square feet in size and they may not be spaced closer than 300' apart.
- All Marketing/Information signs must be removed when 100% of in the homes in the community have been completed and occupied. Real estate marketing signage subsequent to that milestone shall comply with sign codes in place at that time.
- Directional signs providing directions to permanent neighborhoods or community components such as amenities, town center, schools, parks will remain permanently

10.3.5 Wall Signs

- Wall signs shall comply with Section 5.08 except as otherwise provided herein.
- The maximum size of all wall signs on a façade shall not exceed 15% of the façade area.

10.3.6 Vacant Lot Signs

Vacant Lot Signs used to identify vacant lots available for sale to potential home buyers.

- There shall be one sign per lot.
- The sign shall have a maximum of sixteen (16) square feet in size and not to exceed four feet (4') in height.

10.4 Amenity Center and Surrounding Grounds Signage

This sub-chapter pertains to attached signs and wall mounted graphics placed within the project's private Amenity Center and surrounding grounds at the Developer's discretion.

- The maximum percentage of each elevation of a building with applied signage graphics flush on the walls or on protruding structures shall not exceed twenty percent (20%).
- The area of the elevation of a building does not include measurements of exposed roof area or ornamental architectural features.
- Signage area is defined as the area measurement of a polygon line that tightly surrounds the graphics and text of a sign only.
- Ornamental walls, finishes, and colors on which the sign may be mounted do not apply to the area measurement.
- There shall be no restrictions on the design or size of projecting signs so long as the maximum percentage of sign coverage is not exceeded and a minimum clearance of eight (8) feet above any sidewalk or other pedestrian travel surface, and fourteen (14) feet above any vehicular parking or circulation surface is provided.
- Covered canopies, marquees, and other similar architectural features may be adorned with signage.
- Temporary signage, banners, miscellaneous site graphics, and marketing signage shall not be regulated except that marketing signage shall not exceed eight feet (8') in width and seven feet (7') in height.

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CHAPTER 11: EXHIBITS

Exhibits

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EXHIBIT C – PERMITTED USES

ZONING DESIGNATIONS
AA-Active Adult Residential District
TR- Traditional Residential District
MF — Multi-Family Residential District
MU — Mixed-use Residential District
FR-Flex Residential District (uses permitted per selected Zoning Designation)

LEGEND
P - Permitted Use
S - Use may be approved via SUP
Blank - Prohibited Use

GENERAL: The land uses in the table below are (i) from Section 4.01 of the Waxahac Zoning Ordinance, or (ii) defined herein and identified with *.

Commented [TR27]: Formatting needs to be adjusted so it doesn't cut off words.

Land Use	AA	TR	MF	MU	Land Use	AA	TR	MF	MU
Residential Type Uses									
Bed and breakfast inn			P		Multiple-Family Dwelling or Apartment			P	P
Boarding House or Home					Single-Family Dwelling, Attached (Townhouse or Townhome)	P	P	P	P
Dormitory					Single-family Dwelling, Detached	P	P	P	P
Fraternity or Sorority House					Two family dwelling (Duplex, Paired Villas, Courtyard Villas)	P	P	P	P
Home Occupation	P	P	P	P	Accessory Building, MF or Non-Residential			P	P
Housing for the Elderly / Senior Apartments	P		P	P	Accessory Building (Residential), Less than 700 s.f.	P	P	P	P
HUD Code Manufactured** Home	**ρ	**ρ	**ρ	**ρ	Accessory Building (Residential), greater than or equal to 700 s.f.	S	S	S	S

					Accessory Building, Used as a Dwelling Unit	S	S	S	S
Mobile Home					Garage Accessory Dwelling	S	S	S	S
Mobile Home Park					Caretaker's or Guard's Residence	P	P	P	P
Modular Prefabricated Structure or Modular Home**	**P	**P	**P	**P	Stables, Private				
Cottages*	P	P	P	P	Build for Rent (Cluster Residential) *	P	P	P	P
Model Home	P	P			"Stay and Play" Residences*	P			

**HUD Code Manufactured Homes, and Modular Prefabricated Structures or Modular Homes are permitted as (i) Temporary Field Offices pursuant to Section 5.10.4, and (ii) temporary residences of 1 per MMD District to serve as initial homes for a special district, but must be removed one year after being located on the property.

Land Use	**AA**	**TR**	**MF**	**MU**	**Land Use**	**AA**	**TR**	**MF**	**MU**
Educational, Institutional, and Special Uses									
Adult Daycare Facility	P		P	P	Hospital, Acute Care				P
Art Gallery or Museum				P	Hospital, Chronic Care				P
Cemetery, Animal					Household Care Facility	S	S	S	S
Cemetery or Mausoleum					Institution for Alcoholic, Narcotic, or Psychiatric Patients				
Child Advocacy Center					Institution of Religious or Philanthropic Nature	S	S	S	S
Child Daycare Center	P	P	P	P	Jail or Prison				
Church, Rectory, or Temple	P	P	P	P	Juvenile Detention Center				
College or University			S	S	Kindergarten or Nursery School, Private	P	P	P	P
Community Home	S	S	S	S	Private Recreation Facility	P	P	P	P
Crematorium					Public Community Center	P	P	P	P

Day Camp for Children		S		S	Rehabilitation Care Facility or Halfway House				
Fairgrounds, Rodeo Grounds or Exhibition Area					Residential Home for Adults with Intellectual and Developmental Disabilities	S		S	S
Family Home (Child Care)				S	School, Private		S	S	P
Farm, Ranch, Garden, or Orchard	P	P	P	P	School, Public	P	P	P	P
Fraternal Organization	S	S	S	S	School, Vocational			S	S
Home for Aged, Residence (Assisted Living)	P		P	P	Skilled Nursing Facility	P		P	P

Land Use	**AA**	**TR**	**MF**	**MU**	**Land Use**	**AA**	**TR**	**MF**	**MU**
Commercial and Retail Types Uses									
Airport					Helistop				S
Alternative Financial Services					Household Appliance Service or Repair				P
Ambulance Service	S			S	HUD Code Manufactured Home Display or Sales				
Amusement, Indoor	P	P		P	Kiosk				P
Amusement, Outdoor	P	P	P	P	Laboratory, Medical or Dental				P
Animal Hospital or Kennel, Indoor Pens				P	Laboratory, Scientific or Research				P
Animal Hospital or Kennel, Outdoor Pens					Landscape Sales and Installation				S
Animal Pound					Laundromat				P
Antique Shop				P	Massage Establishment				P

Appliance Rental, Service or Repair					Massage Parlor				
Arcade				P	Medical Appliance Fitting or Retail Sales				P
Auto Leasing and Rental					Medical Facilities				P
Auto Parking for, Commercial					Metal Recycling Center				
Auto Parking Lot, Trucks and Trailers					Micro-Brewery				~~P~~S
Auto Parts and Accessory Sales				S	Mini-Warehouse or Self Storage Facility				S
Auto Racing or Go-Cart Track					Hotel (Less than 75 Rooms)				P
Auto Repair, Major					Hotel (More than 75 Rooms)				P
Auto Repair, Minor or Automotive Care Center				S	Office, Professional and Administrative				P
Auto Sales, New				S	Outside Display				P
Auto Sales, Used				S	Outside Storage				S
Auto Storage or Auto Auction					Park or Playground, Private	P	P	P	P
Auto Wrecking Yard					Pawn Shop				
Bail Bond Agency					Pet Shop and Grooming				P
Bakery, Commercial					Pharmacy	P			P
Bakery, Retail				P	Playfield or Stadium, Public	S	S	S	S
Bank or Credit Union				P	Portable Building Sales				
Boat Sales				S	Private Club (limited to amenity and recreation areas)	P	P	P	P

Commented [TR28]: Thought we discussed SUP

Commented [TR29]: I thought all outside display and storage required SUP in our discussions.

Building Materials and Hardware Sales, Indoor				P	Railroad Freight Depot				
Building Materials and Hardware Sales, Outdoor				S	Restaurant	P			P
Brewpub				S	Restaurant as part of an amenity	P	P	P	P
Bus Station or Terminal					Retail Stores and Shops (less than 5,000 s.f.)	P	P	P	P
					Retail Stores and Shops (greater than 5,000 s.f.)				P
Cabinet or Upholstery Shop					RV Sales				S
Car Wash				S	Screen Printing Shop				P
Clinic, Dental, Medical, or Chiropractic	P			P	Sexually Oriented Business				
Convenience Store				S	Small Engine Repair Shop				
Copy or Print Shop				P	Specialty Paraphernalia				
Country Club, Private	P	P			Stables, Public				
Custom Personal Service Shop				P	Studio	P	P	P	P
Drive-Through Establishment				S	Surgical Outpatient Facility				P
Dry Cleaning Establishment, Off-Site				P	Swimming Pool, Commercial	P	P	P	P
					Swimming Pool, Private	P	P	P	P
Dry Cleaning Establishment, On-Site				S	Tattoo or Body Piercing Shop				S
Feed and Grain Store				S	Tavern	P	P		~~P~~S
Flea Market or Farmers Market				S	Theater, Indoor	P			P

Commented [KZ30]: This is not a use defined in the Waxahachie Zoning Ordinance. A definition is needed in this PD.

Commented [TR31]: This is supposed to be SUP as well per our discussions.

Funeral Home or Mortuary				S	Tire Installation or Repair				S
Furniture Manufacture and Refinishing Shop				~~P~~S	Tool and Equipment Rental				S
Gasoline Sales				S	Trailer and Heavy Load Vehicle Repair				
Golf Course	P	P			Trailer or Truck Sales or Rental				
Greenhouse, Nursery, Florist or Garden Shop				P	Truck Stop				
Hauling, Storage, or Motor Freight Terminal					Winery	S			P
Heating and Air Conditioning Sales				S	Zoo, Private				
Heavy Machinery and Equipment, Rental, Sales, or Storage					Zoo, Public				

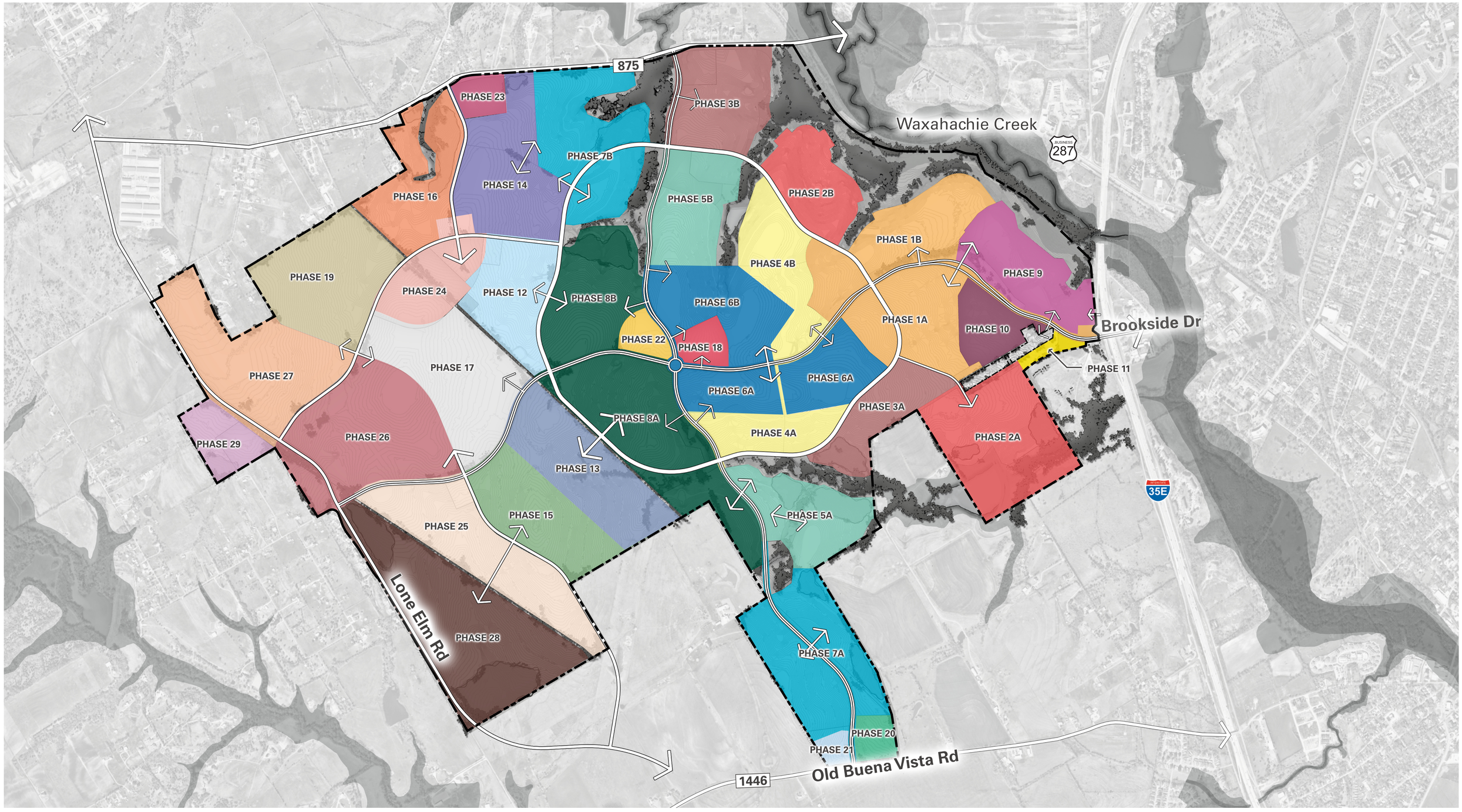
Land Use	**AA**	**TR**	**MF**	**MU**	**Land Use**	**AA**	**TR**	**MF**	**MU**
Industrial and Utility Uses									
Animal Production Facility					Local Utility Lines	P	P	P	P
Antenna, Non-Commercial	P	P	P	P	Machine Shop or Welding Shop				
Batch Plant (Temporary Facility)	P	P	P	P	Medium Manufacturing, Fully Indoor				
Chemical Plant					Medium Manufacturing, Outdoor				
Electrical Generating Plant					Municipally Owned Facilities and Uses	P	P	P	P
Equipment Sales, New or Used					Noxious Uses				
Food Manufacturing or Processing Plant					Portable Storage Structure or Temporary Building				S#

Franchised Private Utility (Not Listed)	S	S	S	S	Public Building, Shop, or Yard of a Local, State, or Federal Agency				P
Heavy Manufacturing, Fully Indoor					Public or Private Storage				
Heavy Manufacturing, Outdoor					Railroad Track	P	P	P	P
Landfill					Sand, Gravel, Stone, or Petroleum Extraction				
Light Manufacturing				S	Storage Warehouse				S
Cell Tower not to exceed 90 feet	S	S	S	P	Data Center				S

An SUP is not required for a Portable Storage Structure or Temporary Building used on a construction site provided such Portable Storage Structure or Temporary Building shall be removed no later than one year after the completion or abandonment of construction work for which they were installed or by order of the City Manager or designated representative.

Land Use	**AA**	**TR**	**MF**	**MU**	**Land Use**	**AA**	**TR**	**MF**	**MU**
Accessory, Incidental and Sign Uses									
Awning Sign			P	P	Pole Sign				S
Canopy Sign			P	P	Portable Sign				P
Development Sign	P	P	P	P	Real Estate Sign	P	P	P	P
Directional Sign (On-Site)	P	P	P	P	Searchlights				
Electronic Message Sign				S	Small Wind System	S	S		P
Garage Sale Sign	P	P			Solar Panel Farm				
Informational Sign	P	P	P	P	Solar Panel System, Large In-Ground				P
Institutional Sign	P	P	P	P	Solar Panel System, Rooftop	P	P	P	P
Model Home Sign	P	P	P	P	Solar Panel System, Small In-Ground				

Monument Sign	P	P	P	P	Unified Lot Sign	P	P	P	P
Name Plate	P	P	P	P	Wall Sign (for amenity areas only)	P	P	P	P
Off-Street Parking Incidental to Main Use	P	P	P	P	Window Sign			P	P



This is now Exhibit P, per the PD.

minto

TBG

KFM

Kemp Tract

Exhibit O - Phasing Plans

Waxahachie, Texas
01/08/2026

TBG
3232 e cesar chavez st
bldg 1, suite 100
austin, tx 78702

[512] 327 1011
tbgpartners.com

Phasing shown as of 11/06/2025. Phasing exhibit will be updated as development proceeds.

0 400' 800' 1600'

After recording return to:
City Manager
Waxahachie City Hall
401 S. Rogers Street
Waxahachie, Texas 75165

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RE CORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") by and between the City of Waxahachie, Texas, a home-rule municipality (the "City") and Minto Communities Texas, LLC, a Texas limited liability company (the "Developer"), is made and entered into effective _____, 2026. The "MMD" (hereinafter defined) will join this Agreement as set forth below and after such joinder shall become a party to this Agreement. The foregoing parties are sometimes referred to singularly as "Party" and collectively as the "Parties."

SECTION 1
RECITALS

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2;

WHEREAS, the Developer has contracted for the acquisition of 3,169.5 acres of real property, a portion of which is located within the corporate limits of the City, described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the "Property");

WHEREAS, a portion of the Property is within the City's municipal boundaries and a portion of the Property is outside the municipal boundaries but within the City's extraterritorial jurisdiction (that portion outside of the City's municipal boundaries but within the City's extraterritorial jurisdiction is referred to herein as the "ETJ Parcel");

WHEREAS, Developer is agreeable that the ETJ Parcel will be annexed into the City's municipal boundaries after acquisition by the Developer and that this Agreement shall serve as a voluntary petition for annexation of the ETJ Parcel;

WHEREAS, as generally described and depicted on the Concept Plan, the Developer intends to develop the Property with traditional residential, active adult, mixed use and multifamily components (the "Project");

WHEREAS, on or about the Effective Date the City has approved a Planned Development District which sets forth development standards for the development of the Property (the "Zoning Ordinance");

WHEREAS, this Agreement contains additional standards for the development of the Property (the "Development Standards");

WHEREAS, the Zoning Ordinance and Development Standards are the exclusive standards for the development of the Property;

WHEREAS, a portion of the Property is located within the City's sewer and water CCN, and the Parties intend that the City will be the retail provider of water and sewer service to the Property and that the City will incorporate into the City's sewer and water CCNs the portion of the Property within Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel Water Service Corporation water CCN after such portion of the Property is removed from such CCNs;

WHEREAS, a portion of the Property is located within Emory Lakes Public Improvement District (the "PID") created by the City pursuant to Resolution No. 1308 adopted on April 19, 2021, and the City upon receipt of a property owner petition meeting the requirements of Chapter 372 intends to call a public hearing on the issue of whether to dissolve the PID;

WHEREAS, the Developer shall submit a petition to the Texas Commission on Environmental Quality ("TCEQ") for the creation of a Municipal Management District (the "MMD") for the Property, as a municipal management district operating pursuant to the laws of Chapter 375, Texas Local Government Code, as amended and Chapter 49, Texas Water Code, as amended (the "MMD Act");

WHEREAS, the MMD Act allows a district to divide, ultimately resulting in multiple districts within the original boundaries of the MMD and to avoid the duplication of effort and provide greater efficiency, the Parties have determined to provide for the acquisition, construction, improvement, and financing of certain MMD Improvements by designation of one of such new districts as the district (the "Master District") responsible for coordinating and managing such activities;

WHEREAS, it is contemplated the Master District will enter into contracts with the other new districts created by division of the MMD (the "Participating Districts" and along with the Master District, the "Districts") to undertake and perform the obligations of the Master Districts with regard to the (a) acquisition, construction, improvement, and financing of the MMD Improvements that are regional in nature (the "Regional Projects"); and

WHEREAS, it is contemplated that the Master District will issue its contract revenue bonds to finance the acquisition and construction of the Regional Projects secured by revenues, including payments from the Participating Districts; and

WHEREAS, the City has consented to the creation of the MMD by the TCEQ, and any divisions, annexations or exclusions of the MMD or any divided districts provided that such divisions, annexations and exclusions are within the Property and subject to any conditions set forth in the City TCEQ Consent Resolution attached hereto as **Exhibit H** and the conditions set forth in Section 3.2 and Section 3.3 herein;

WHEREAS, Developer anticipates commencing development of the Project upon the execution of this Agreement and creation of the MMD by the TCEQ as described herein;

WHEREAS, Developer and City desire that Developer be responsible for and shoulder the financial burden for the infrastructure impact required for the development of the Property as set forth in this Agreement;

WHEREAS, the Parties desire and intend that Developer will design, construct, install, and/or make financial contributions toward the MMD Improvements (as defined below) as authorized by the MMD Act, and that Developer's costs incurred therewith will be financed or reimbursed through multiple sources, including Impact Fee Credits and MMD Bond Proceeds (as defined below) or other revenues of the MMD in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office; provided further that Developer shall only be entitled to either be reimbursed through MMD Bond Proceeds or Impact Fee Credits for a given cost;

WHEREAS, the Parties desire and intend for the design, construction, installation, and maintenance of the MMD Improvements to occur over the term of this Agreement and that Developer will dedicate to and the City will accept certain of the MMD Improvements for public use and maintenance, and the MMD or HOA shall continue to maintain certain of the MMD Improvements subject to the City's approval of the plans and inspection of the MMD Improvements in accordance with **Exhibit N** to this Agreement and the City Regulations;

WHEREAS, the City and Developer intend that the MMD Improvements Cost of the MMD Improvements will be paid from the net proceeds of MMD Bonds issued by the Districts or other revenues of the MMD in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended;

WHEREAS, the Districts, subject to the City TCEQ Consent Resolution, the satisfaction of all conditions for MMD Bond issuance, Developer's substantial compliance with this Agreement, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the indenture or Bond Resolution (each as defined below) authorizing the MMD Bonds, shall use good faith efforts to issue, in one or more series MMD Bonds for the purpose of financing the MMD Improvements, acquiring the MMD Improvements, and reimbursing Developer for certain associated costs as described herein; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the MMD or the Districts, the issuance of MMD Bonds, or the preparation of documentation related thereto, including any costs incurred by the City or the MMD and its consultants and advisors (excluding the fees associated with closing the MMD Bonds and paid from MMD Bond Proceeds), Developer shall be responsible for advancing such funds and shall have a right to reimbursement for the funds advanced from the MMD Bond Proceeds, and the City will not be responsible for such reimbursement or the payment of any such costs from any other sources of funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION 2
DEFINITIONS

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Bond Resolution means the resolution or order of the MMD Board authorizing the issuance of a series of MMD Bonds.

Brookside Improvements mean the road improvements to the intersection of Brookside Road and Business 287.

Capital Improvement(s) shall have the meaning provided in Chapter 395, Texas Local Government Code as well as park and recreational facilities.

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

Capital Improvements Plan ("CIP") means all capital improvements plan(s) duly adopted by the City under Chapter 395, Texas Local Government Code, as may be updated or amended from time to time.

Certificate of Convenience and Necessity ("CCN") means a certificate of public convenience and necessity issued by the Texas Public Utilities Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

City means the City of Waxahachie, Texas, a home-rule municipality.

City Code means the Code of Ordinances, City of Waxahachie, Texas.

City Council means the governing body of the City.

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

City Regulations means the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including, without limitation, park dedication fees), design standards (including, without limitation, pavement thickness), and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a plat for that phase unless construction has

not commenced within two years of approval of such plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences. The term does not include Impact Fees, which shall be assessed on the Property in accordance with this Agreement.

City TCEQ Consent Resolution means City Resolution No. 1386, adopted by the City Council on September 9, 2025, and attached as **Exhibit H**.

Civic Sites mean the sites expected to be used by the City to accommodate its municipal needs.

Claims has the meaning set forth in Section 6.13.

Concept Plan means the intended conceptual plan for the development of the Project as depicted on **Exhibit C**.

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the standards set forth in the Zoning Ordinance and applicable City Regulations.

District(s) means the Master District and any Participating Districts created through the division of the original MMD pursuant to Section 49.316 of the Texas Water Code.

East Route has the meaning set forth in Section 4.4(c)(4)(a).

Effective Date means the date on which Developer closes on the Property.

End User means any tenant, user, or owner of a Fully Developed Lot, but excluding the HOA.

ETJ Parcel means the portion of the Property that is currently located outside the municipal boundaries but within the City's extraterritorial jurisdiction.

Floor Plans means residential home construction documents for single family attached (such as townhomes and attached villas) and detached, prepared, signed and sealed by an architect licensed in the State of Texas for a specific type of home.

Fully Developed Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the MMD Improvements and for which a plat has been approved by the City and recorded in the Real Property Records of Ellis County.

HOA means one or more homeowner's association that shall cover the traditional residential portion of the Property and one or more homeowner's association that shall cover the active adult portion of the Property, all of which shall privately function as a homeowners association for the Project, or such similar name as may be available with Texas Secretary of State, and its successors.

HOA Maintained Improvements means the facilities set forth on **Exhibit N** to be maintained and operated by the HOA.

Impact Fees means those fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Impact Fee Credits means credits against Impact Fees otherwise due from the Project to offset Capital Improvement Costs.

Indenture means a trust indenture by and between the MMD and a trustee bank under which MMD Bonds are issued and funds are held and disbursed.

Joinder Agreement means the form of agreement as set forth in **Exhibit I**.

Living Unit Equivalent means the water or wastewater demand from a typical single-family residential connection.

Master District means a municipal management district created by division of the MMD that is contractually responsible for the construction and financing of Regional Projects in the Property, including water, wastewater, drainage, and roads.

Mayor means the Mayor of the City.

MMD means Waxahachie Municipal Management District No. 1 to be created by the TCEQ for the Property pursuant to the MMD Act.

MMD Act means Chapter 375, Texas Local Government Code, as amended.

MMD Board means the Board of Directors of the MMD or any of the Districts.

MMD Bonds means bonds, notes, or other obligations or indebtedness that are issued or incurred by the Districts in accordance with the MMD Act.

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

MMD Initial Capital Improvement Plan means the capital improvement plan prepared in compliance with Section 375.207(b) approved herein and attached as **Exhibit J-1**, **Exhibit J-2**, **Exhibit J-3** and **Exhibit J-4.**

MMD Improvements means the on- and off-site public water, sewer, drainage, and roadway facilities, along with other public improvements authorized by the MMD Act that benefit the Property, to be constructed or caused to be constructed by Developer, including but not limited to the improvements identified on **Exhibit D-1**, **Exhibit D-2**, **Exhibit E-1**, **Exhibit E-2**, **Exhibit F-1**, **Exhibit F-2**, **Exhibit F-3**, **Exhibit F-4**, **Exhibit F-5**, **Exhibit F-6**, **Exhibit F-7**, and **Exhibit F-8**, the estimated costs of which are shown on **Exhibit J-3** and **Exhibit J-4** and for which the Parties intend Developer will be fully or partially reimbursed pursuant to the MMD Act and the terms of this Agreement.

Commented [KZ1]: There is not an exhibit "F-7". Please replace this reference with "Exhibit F-7A" and "Exhibit F-7B".

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

MMD Maintained Improvements mean the MMD Improvements to be owned and/ or maintained by the MMD as set forth on **Exhibit N**.

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

Participating Districts mean the municipal management districts created by division of the MMD, but excluding the Master District.

PID means the Emory Lakes Public Improvement District.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Project and/or to be constructed by the Developer and dedicated to, owned by, and maintained by the City or MMD under this Agreement as shown in **Exhibit N**. The term includes the MMD Improvements.

Project means the intended development of the Property, as generally described and depicted on the Concept Plan, and containing traditional residential, active adult, mixed use and multifamily components.

Pro Rata means for any MMD Improvement that the City requests be oversized, the percentage of capacity in such MMD Improvement that is attributable to each Party.

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

Released Parties has the meaning set forth in Section 6.13.

Temporary Structure means any trailer or similar structure placed on the Property by the Developer on a temporary basis.

TCEQ means the Texas Commission on Environmental Quality.

West Route has the meaning set forth in Section 4.4(c)(4)(a).

Zoning Ordinance means City Ordinance No. [_____][1] which ordinance is attached hereto for reference only as **Exhibit G**, and includes all subsequent amendments thereto.

SECTION 3
MUNICIPAL MANAGEMENT DISTRICT

3.1 City Consent to MMD Creation.

(a) On September 9, 2025, the City approved the resolution attached as **Exhibit H** (the "City TCEQ Consent Resolution") supporting the inclusion of the Property within the proposed MMD and consenting to the creation of the MMD in accordance with the MMD Act, subject to any conditions provided therein. While the City TCEQ Consent Resolution is in effect

[1] **Note to Draft**: This will be the PD

the City agrees to adopt such further consent resolutions and execute such further documents as may reasonably be necessary by the Developer, the TCEQ, the Attorney General of the State of Texas, or the MMD to evidence the City's consent consistent with the City TCEQ Consent Resolution.

(b) The City TCEQ Consent Resolution provides that the MMD shall be able to divide into a number of districts pursuant to the terms of Section 49.316 of the Texas Water Code and be able to annex or exclude land within the boundary of the MMD or any other district created by the division of the MMD within the boundaries of the MMD without seeking additional consent from the City until such time all MMD Bonds are retired after which dividing the MMD into further districts will require City consent.

3.2 Division. Pursuant to Section 49.316 of the Texas Water Code, the MMD may divide sequentially from time to time within the original boundaries of the MMD. A new district created by division of the MMD or any subsequently divided District may not at time of creation, contain any land outside of the original boundaries of the original MMD. A new district created by division of the MMD or any subsequent District is subject to the terms and conditions of the MMD Act, City TCEQ Consent Resolution, and this Agreement. Notwithstanding the foregoing, at least ninety (90) days prior to any division, representatives of the MMD shall make a presentation to the City Council which shall include, among other things, the reasons for the division, the proposed tax rate applicable to the newly divided district, and the current status of development across the Property. Any Districts created by division of the original MMD shall be required to execute the Joinder Agreement at the time of its organizational meeting. Except as otherwise provided herein, any Joinder Agreement entered into pursuant to this Agreement shall not require the approval or consent of the City Staff or City Council but shall include a description of the portion of MMD Improvements that are projected to be constructed and financed by the new district.

3.3 Annexation and Exclusion. No further City consent shall be required for the MMD or any subsequently divided District to annex or exclude land from its boundaries; provided that any such land annexed or excluded must be within the original boundaries of the Property. To the extent the MMD or any subsequently divided District wishes to annex or exclude land outside of the Property, such action shall require the consent of City Council. Notwithstanding the foregoing, at least ninety (90) days prior to any annexation or exclusion, representatives of the MMD shall make a presentation to the City Council which shall include, among other things, the reasons for the annexation or exclusion.

3.4 Master District. The Master District intends to acquire, construct, extend, and finance certain of the regional MMD Improvements in stages to meet the needs of the continually developing Property. The Master District plans to finance the cost of acquiring and constructing the MMD Improvements through the issuance of MMD Bonds secured by charges paid by each Participating District to the Master District pursuant to a contract, from the proceeds of a special ad valorem tax (the "Contract Tax"), charges, or other legally available funds.

3.5 Tax Rate. The maximum tax rate equivalent of the MMD (including debt service taxes, Contract Tax, maintenance and operations taxes, and assessments) for financial feasibility

of an MMD Bond shall not exceed $0.72 per $100 of taxable assessed value, unless otherwise agreed to by the Parties.

3.6 MMD Execution of Agreement. The Developer and the City intend that this Agreement shall be binding upon the MMD from and after the date the MMD executes a joinder to this Agreement in substantially the same form as set forth in **Exhibit I**, attached hereto (the "Joinder Agreement") and made a part hereof. The MMD shall execute such Joinder Agreement at the time of its organizational meeting. Any Districts created by division of the original MMD shall be required to execute such Joinder Agreement at the time of its organizational meeting. Such Joinder Agreement shall specify which of the MMD Improvements set forth on **Exhibit N** will be maintained by the newly divided District.

3.7 Dissolution of MMD.

(a) The City may dissolve the Districts at any time after all of the Districts have issued MMD Bonds to finance MMD Improvements Costs paid or incurred to construct the MMD Improvements that are required to serve full development of the Property and the Developer has been fully reimbursed for all MMD Improvements Costs. Any such dissolution shall be conducted in accordance with Texas Local Government Code § 375.263, which provides that, upon adoption of an ordinance dissolving a Municipal Management District, the City succeeds to all property and assets of the District and assumes all bonds, debts, obligations, and liabilities of the District. Upon dissolution, the City shall also assume the maintenance, operation, and ownership responsibilities of all MMD Improvements pursuant to Texas Local Government Code § 375.263, which items are further identified in **Exhibit N**.

(b) Should the MMD Board elect to dissolve a District pursuant to Texas Local Government Code § 375.261 (and subject in all respects to the provisions of Texas Local Government Code § 375.264), the MMD Board of the dissolving District must find an entity to assume all bonds, debts, obligations and liabilities of the dissolving District prior to the dissolution, including without limitation, a permanent entity to assume maintenance of the MMD Maintained Improvements (as defined below) as set forth in **Exhibit N**.

3.8 Elected Board. The TCEQ petition for creation of the MMD shall include a request for an elected Board pursuant to Section 375.0645, Texas Local Government Code.

3.9 Coordination. In order to effectively and efficiently coordinate the development of the Property, the City, MMD and Developer agree to undertake, at a minimum, the actions described in this Article III.

3.10 Initial Board of Directors. The City and Developer agree the initial Board of Directors of the MMD shall be the following:

1. Jana Vinsonhaler
2. Michael Hume
3. Caether Crustinger
4. Juan Valles
5. Michael Sudac

3.11 Joint Planning Meeting. A semi-annual utility planning meeting shall be held each year in January and July between the Developer, engineer(s) for the Districts, and the appropriate City staff to coordinate the development status, future utility requirements, and anticipated infrastructure demands within the MMD.

3.12 Provision of MMD Agendas. The City shall be provided with the agenda for all MMD Board meetings, and such meeting agendas shall be posted at City Hall in compliance with the Texas Open Meetings Act.

3.13 Transparency. Each of the Districts must provide the following information on a publicly available website:

(a) the name of each member of the governing body of the applicable District;

(b) the mailing address, e-mail address, and phone number of the applicable District;

(c) contact information for each member of the governing body of the applicable District;

(d) the applicable District's budget for the preceding two years;

(e) the applicable District's proposed or adopted budget for the current year, including the change in the amount of the applicable District's budget from the preceding year to the current year, by dollar amount and percentage;

(f) the amount of property tax revenue budgeted for maintenance and operations for the preceding two years and the current year;

(g) the amount of property tax revenue budgeted for debt service for the preceding two years and the current year;

(h) the maintenance and operations tax rate for the preceding two years;

(i) the debt service tax rate for the preceding two years;

(j) the proposed maintenance and operations tax rate for the current year;

(k) the proposed debt service tax rate for the current year; and

(l) the most recent financial audit.

3.14 City Notice Regarding Debt Issuance. Prior to the issuance of any debt by the Districts, the MMD shall provide to the City's Finance Director, City Manager or their designee not less than 30 days prior to the bond sale date the following documents in connection with the sale of MMD Bonds:

1. Preliminary Official Statement;
2. Maturity Schedule;

3. Cash Flow Schedule; and
4. Confirmation that the District meets the requirements of Section 3.2 above.

SECTION 4
MMD IMPROVEMENT[2]

4.1 MMD Improvements. The MMD Improvements and MMD Improvements Cost are subject to change as may be agreed upon by the Developer and the MMD or any of the Districts and, if changed, shall be updated by the Developer and the MMD or any of the Districts consistent with the MMD Act. All approved plats within the Project shall include those MMD Improvements located therein.

4.2 Construction, Ownership, and Transfer of MMD Improvements.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City prior to any preconstruction meeting, contract specifications and necessary related documents for the MMD Improvements.

(b) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the MMD Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected, and all applicable fees, including but not limited to Impact Fees (subject to the terms hereof and any applicable credits), permit fees, and inspection fees, shall be paid by Developer, in accordance with this Agreement, the City Regulations, and any other governing body or entity with jurisdiction over the MMD Improvements.

(c) Ownership. As set forth on **Exhibit N**, all of the MMD Improvements and Public Infrastructure that do not constitute MMD Maintained Improvements or HOA Maintained Improvements shall be owned by the City upon acceptance of them by the City. The Developer agrees to take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the MMD Improvements and Public Infrastructure to the City for public use.

4.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and sewer MMD Improvements or any portion thereof, the City shall maintain and operate the water and sewer MMD Improvements and provide retail water and sewer service to all portions of the Property then in the City's water CCN and wastewater CCN sufficient to serve all Living Unit Equivalents at full build out, currently estimated to be 13,555, at sufficient pressure to provide emergency service based on the development schedule attached hereto as **Exhibit M**.

[2] **Note to Draft:** This entire section to be discussed with in terms of what projects (water, wastewater, roadway) are required and at what stage.

(b) Upon final inspection, approval, and acceptance of the Roadway Improvements required under this Agreement or any portion thereof, the City shall maintain and operate the public roadways and related storm sewer improvements.

(c) Upon final inspection, approval, and acceptance of any MMD Improvements to be owned and/ or maintained by the MMD as set forth on **Exhibit N**, the MMD shall maintain such MMD Improvements (the "MMD Maintained Improvements").

(d) The obligation to fully fund, construct, and complete the required open space, park space, trails, landscaping, and amenity improvements as set forth in the Zoning Ordinance shall be borne solely by the Developer and not by the HOA. Completion of said improvements shall be required prior to turning the improvements over to the HOA. However, after turnover, the HOA may continue to add to the amenities without the participation of the Developer. The HOA shall maintain and operate the facilities as set forth on **Exhibit N** designated as maintained by the HOA (the "HOA Maintained Improvements") including, but not limited to those located within public rights-of-way, MMD owned or City-owned property.

4.4 Wastewater/Sanitary Sewer Facilities.[3]

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of the wastewater improvements necessary to serve the Property (the "Wastewater Improvements"), including the major Wastewater Improvements as shown on **Exhibit D-1** attached hereto. Developer shall be responsible for the dedication of any easements lying within the Property necessary for Wastewater Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City) for all development. The costs of obtaining off-site easements may be included in the applicable MMD Improvement Costs to be reimbursed to the Developer through the MMD.

(b) Timing of Developer's Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all Wastewater Improvements necessary to serve each phase of the Project. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Offsite Wastewater Lines

(1) Developer is responsible for the design, installation, and construction of the offsite wastewater improvements necessary to serve the Property (the "Offsite Wastewater Improvements"), as shown on **Exhibit D-2** attached hereto.

(2) The Developer shall use its commercially reasonable efforts to secure off-site easements and rights of way necessary for the Offsite Wastewater Improvements, including the lines set forth on **Exhibit D-2**. If the Developer is unable to obtain the off-site easements or rights-of-way and is unable to identify a feasible alternative to the Offsite

[3] **Note to Draft**: Subject to further discussion between the City and Minto regarding the structure and timing of the offsite wastewater improvements.

Wastewater Improvements, the City shall be required to take necessary steps to obtain such easements or rights-of-way, ~~including through the use of the City's eminent domain authority~~; provided that such easements shall be acquired at solely the Developer's cost.

(3) The Parties acknowledge that design of the Offsite Wastewater Improvements has begun and preliminary engineering documents have been provided to the City by the Developer.

(4) The Offsite Wastewater Improvements shall be constructed in phases as follows:

(a) A significant offsite sanitary sewer improvement is required to support the proposed development and is shown on **Exhibit D-2**. Two potential routing alternatives have been identified for evaluation: an eastern alignment (the "East Route") and a western alignment (the "West Route"). ~~The West Route, as shown on **Exhibit D-2** is agreed and acknowledged by the Parties as the preferred alignment for planning, preliminary design, and coordination, subject to further engineering analysis, permitting requirements, right-of-way availability, environmental constraints, and constructability considerations.~~ The East Route, as shown on **Exhibit D-2**, approximately follows the existing alignment of the City's gravity sanitary sewer infrastructure and shall be evaluated as requested by the City and shall be used in the event the West Route is not feasible. The parties further acknowledge and agree that additional routing alternatives or refinements to the identified routes may be identified during the course of engineering, permitting, or coordination efforts, and that such alternatives may ultimately prove to be more feasible or beneficial for the overall system. The final determination of the preferred route shall be established during engineering review by the City Engineer.

(b) Final selection and approval of the sanitary sewer alignment shall be made by the City, based on applicable design standards, system requirements, right-of-way availability, environmental constraints, constructability, and other relevant considerations.

(c) Costs for the Offsite Wastewater Improvements shall be shared between the Parties on a Pro Rata basis based on the final design plans for the Offsite Wastewater Improvement. The Parties agree that the City's pro rata share shall not exceed 4 Million Gallons per Day (MGD) out of a total capacity of 24 MGD. Each Parties' Pro Rata share shall include engineering, design, legal, surveying, construction, material testing, inspection, materials, labor, bonds, construction management services, bidding, contracting, construction staking, insurance costs and all related fees and expenses related to the Offsite Wastewater Improvements. The City shall pay its Pro Rata share of construction costs to the District on a monthly basis based on pay applications

Commented [KZ2]: Eminent Domain is still specifically referenced. This line needs to be struck as the preceding statement is sufficient.

Commented [KZ3]: City didn't agree on the west route but we acknowledged further route analysis is needed before we select the best route. – Kumar Gali

Commented [KZ4]: Remove language regarding specific alignment and state that the alignment shall be determined during engineering and will required the approval from the City Engineer. – James Gaertner

Commented [KZ5]: The City's Pro Rate share shall be limited to 4 MGD out of the 24 MGD total capacity is not mentioned?

received by the District and provided to the City by the District's engineer. If City fails to make a payment for an applicable pay application when due, Developer has the right, but not the obligation, to pay the City's portion of such pay application and charge the City interest on the unpaid balance until the City pays its portion of such pay application. Interest shall be at ~~10~~6.25% per annum ~~or the maximum rate allowed by law, whichever is lower~~.

(d) To the extent the City requests any other Wastewater Improvement be oversized to serve users outside of the Property, the costs for such applicable Wastewater Improvement shall be shared between the Parties on a Pro Rata basis based on the final design plans for the applicable Wastewater Improvement. The City shall pay its Pro Rata share of construction costs for any such oversized facility to the District on a monthly basis based on pay applications received by the District and provided to the City by the District's engineer. If City fails to make a payment for an applicable pay application when due, Developer has the right, but not the obligation, to pay the City's portion of such pay application and charge the City interest on the unpaid balance until the City pays its portion of such pay application. Interest shall be at 6.25~~10~~% per annum ~~or the maximum rate allowed by law, whichever is lower~~.

(e) The Developer shall be responsible for the design and permitting of the necessary sanitary sewer transmission system components to convey sanitary sewage from the Property to the City wastewater treatment facility headworks. The Developer shall be responsible for construction to the point of connection, as shown in **Exhibit D-2**. The City shall be responsible for construction from the point of connection to the headworks as shown in **Exhibit D-2**. The City shall have the option to request the Developer fund the final physical connection from the point of connection point to the headworks. In the event the Developer funds the improvements from the point of connection to the headworks, such costs shall be eligible for Impact Fee Credits as set forth in this Agreement.

(5) Developer shall be eligible for water, and sewer Impact Fee Credits as set forth in the Impact Fee Credits framework attached hereto as **Exhibit P** for any payments made towards the Offsite Wastewater Improvements.

4.5 Water Facilities.

(a) Developer's General Obligations. Developer is responsible for design, installation, and construction of all water improvements necessary to serve the Property ("Water Improvements"), including: (i) the major Water Improvements as shown on **Exhibit E-1** attached hereto, (ii) two 16" offsite water lines as shown on **Exhibit E-2** attached hereto, and (iii) an elevated storage tank as shown on **Exhibit E-1** attached hereto. The Developer shall be responsible

Commented [KZ6]: After consultation with the City Attorney, staff is not supportive of language that could allow for a variable rate. Staff is supportive of a fixed maximum rate of 6.25%.

Commented [KZ7]: After consultation with the City Attorney, staff is not supportive of language that could allow for a variable rate. Staff is supportive of a fixed maximum rate of 6.25%.

Commented [KZ8]: 20" and 16". – Kumar Gali

for the dedication of any easements lying within the Property necessary for Water Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City). All costs incurred by Developer for obtaining off-site easements shall be included in the applicable MMD Improvement Costs to be reimbursed to the Developer through the MMD.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all Water Improvements necessary to serve each phase of the Project. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Timing of Major Water Improvements.

(1) Prior to the final inspection and approval for the first single-family residential lot, the Developer shall construct the 16" and 20" offsite water lines labeled as "Connection #1" and "Connection #2" shown on **Exhibit E-2** attached hereto.

(2) Prior to the City's final inspection and approval for a Living Unit Equivalent above the 650-foot pressure plane, the Developer shall construct or cause to be constructed an elevated storage tank and associated appurtenances, as shown on **Exhibit E-1** attached hereto.

(3) Developer shall be eligible for water, and sewer Impact Fee Credits as set forth in the Impact Fee Credits agreement attached hereto as **Exhibit P** for any payments made towards the improvements set forth in this Section 4.5(c).

(d) Easements and Rights of Way. The Developer shall use its commercially reasonable efforts to secure off-site easements and rights of way necessary for the offsite water lines set forth on **Exhibit E-2**. In the event the Developer is unable to obtain the off-site easements or rights-of-way, the City shall be required to obtain such easements or rights-of-way, ~~including through the use of the City's eminent domain power;~~ provided that such easements shall be acquired at solely the Developer's cost.

Commented [KZ9]: Eminent Domain is still specifically referenced. This line needs to be struck as the preceding statement is sufficient.

4.6 Roadway Facilities.

(a) Developer's General Obligations.

(1) The Developer is responsible for the design, installation, funding and construction of all roadway facilities required to serve the Property (the "Roadway Improvements"). The major Roadway Improvements required for the development of the Property are shown on **Exhibit F-1**, **Exhibit F-2**, **Exhibit F-3**, **Exhibit F-4**, **Exhibit F-5**, **Exhibit F-6**, **Exhibit F-7**, and **Exhibit F-8** attached hereto. Future roadway improvements shall be dictated by traffic impact analyses that are completed for each increment of approximately 1,000 residential lots, or such other combination of residential and non-residential land uses generating a comparable volume of traffic and **Exhibit F-1**, **Exhibit F-2**, **Exhibit F-3**, **Exhibit F-4**, **Exhibit F-5**, **Exhibit F-6**, **Exhibit F-7** and **Exhibit F-8** may be amended from time to time solely with approval of the City Manager and Developer to reflect the Roadway Improvements dictated by

Commented [KZ10]: There is not an exhibit "F-7". Please replace this reference with "Exhibit F-7A" and "Exhibit F-7B".

such future traffic impact analyses. The design of all Roadway Improvements shall be approved by the City in advance of the construction of same.

(2) Waxahachie Creek Bridge. The Developer shall be responsible for the construction of the Brookside Rd. bridge located over Waxahachie Creek as reflected in **Exhibit F-7** no later than one hundred twenty (120) days after the 1500th building permit for the Project is issued by the City. Prior to commencing the design for the bridge expansion, the Developer shall prepare and submit to the City two (2) opinion of probable cost estimates ("OPC") for the proposed improvements. The first OPC shall reflect the expected cost to reconstruct and expand the bridge at its current grade (which the Parties acknowledge may ~~shall not~~ require demolition of the existing bridge, and if so, such demolition shall be at the cost of Developer) and the second OPC shall reflect the expected cost to expand and raise the bridge above its current elevation (which shall require demolition of the existing bridge, such demolition to be at the cost of Developer). The City shall have the option to require the Developer to construct a raised bridge in lieu of expanding the bridge at its current grade by providing written notice to Developer, provided that the City shall be responsible for paying the Developer the difference in cost between constructing the bridge at grade and raising the bridge. Should the City elect to raise the bridge, the City shall pay its share of the construction costs to the District on a monthly basis based on pay applications received by the District and provided to the City by the District's engineer. If City fails to make a payment for an applicable pay application when due, Developer with advance approval of the City has the right, but not the obligation, to pay the City's portion of such pay application and charge the City interest on the unpaid balance until the City pays its portion of such pay application. Interest shall be at 6.25~~10~~% per annum ~~or the maximum rate allowed by law, whichever is lower~~.

(3) Developer Contribution to City Road Fund. The Developer agrees to contribute $12.5 million dollars to the City for use on road improvements at FM 1446 and FM 875. The Developer shall make a payment to the City in arrears of $1,250,000 for each 1,000 certificates of occupancy that are approved by the City for improvements on the Property such that the payment obligation shall be complete once 10,000 certificates of occupancy have been granted by the City for improvements on the Property. Upon receipt of ~~each~~ payment, the City shall deposit the funds in a separate interest-bearing account and shall use such funds and any interest thereon exclusively for the road expansion of FM 1446 and FM 875. Neither the Developer nor the MMD shall be obligated to contribute any additional funds to the City road fund for the purposes described herein. In the event some or all of the funds are not needed for the construction of the aforementioned roads, the unused amounts shall be refunded to Developer along with interest generated on such refunded amounts.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related Roadway Improvements necessary to serve such phase of the Project in accordance with construction plans approved by the City and generally in accordance with the phasing exhibit of **Exhibit F-8**. Thereafter, the roads shall be conveyed to the City for ownership and maintenance. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

Commented [KZ11]: There is not an exhibit "F-7". Please replace this reference with "Exhibit F-7B".

Commented [KZ12]: The existing bridge may not be feasible to connect to it for expansion. I don't see how the bridge will be able to stay in the current alignment per exhibit F-7b with this language. Based on this language, the City will be responsible to rebuild the bridge no matter which option is proposed. – James Gaertner

Commented [KZ13]: After consultation with the City Attorney, staff is not supportive of language that could allow for a variable rate. Staff is supportive of a fixed maximum rate of 6.25%.

Commented [KZ14]: No CO for residential. To be consistent with other language. It would be 120 days after building permit issuance. - Justin Stoker

(c) Timing of Road Improvements.

(1) Prior to the issuance of the initial building permit for the first residential home constructed within the Property, a minimum 24-foot temporary access route shall be provided throughout the overall development from IH-35E to an existing curb cut in FM 875 or other location on FM 875 that provides adequate sight visibility, as determined by the City Engineer, at the approximate location shown on **Exhibit F-5**, the Fire Access Easement, and Developer shall complete the Roadway Improvements identified on **Exhibit F-6**. The access route shall be provided by means of public street, fire lane, temporary all-weather access, or a combination thereof. The final alignment of the access route shall be coordinated with the City's Fire Marshal prior to the commencement of construction and periodically throughout the life of development.

(2) Prior to the issuance of a final permit on the first home constructed within development, Developer shall complete the Roadway Improvements identified on **Exhibit F-6**.

(3) Subject to the terms of Section 4.6(d), Developer shall be required to complete the Brookside Improvements identified in **Exhibit F-7** that were not included in **Exhibit F-6** no later than one hundred twenty (120) days after the 1500th building permit for the Project is issued by the City.

(4) After Brookside Rd. is deemed a road with level D service pursuant to a traffic impact analysis required pursuant to Section 4.6(a)(1) of this Agreement, the Developer shall begin design and construction of the intersection improvements for FM 875 or FM 1446, as determined by the Developer as identified on **Exhibit F-8**. Such constructions shall be completed by Developer no later than sixteen (16) ~~twenty-four (24)~~ months from the time Brookside Rd. is deemed a road with level D service as contemplated by the preceding sentence, provided that such timeline may be modified to account for any delays in permitting through TxDOT which are outside of the Developer's control. After completion of the improvements described in the prior sentence and upon such time as Brookside Rd. is again deemed a road with a level D service pursuant to a traffic impact analysis required pursuant to Section 4.6(a)(1) of this Agreement, Developer shall begin construction of the intersection improvements for FM 1446 or FM 875, as applicable, as identified on **Exhibit F-8**. Such constructions shall again be completed by Developer no later than sixteen (16) ~~twenty-four (24)~~ months from the time Brookside Rd. is deemed a road with level D service as contemplated by the preceding sentence, provided that such timeline may likewise be modified to account for any delays in permitting through TxDOT which are outside of the Developer's control.

(5) The Traffic Impact Analysis ("TIA") dated December 18, 2025 and prepared by Westwood Engineering identifies the required off-site Roadway Improvements and applicable improvement thresholds for the development and shall be deemed approved for such purposes. Any future TIA updates prepared for the Property shall be limited to evaluation of internal roadway improvements and intersection timing configuration and shall not modify or expand the off-site Roadway Improvements set forth herein.

(d) Rights of Way.

Commented [KZ15]: I looked at the existing curb cut on FM 875 and it has visibility issues for those leaving the site. I think the location needs to be determined with the civil engineering plans to ensure sight visibility distance per AASHTO green book manual. – James Gaertner

Commented [KZ16]: Chip seal per Exhibit F-8. – James Gaertner.

Commented [KZ17]: There is not an exhibit "F-7". Please replace this reference with "Exhibit F-7A" and "Exhibit F-7B".

Commented [KZ18]: Engineering needs to be ready to start construction when LOS D is triggered. The deadline to complete improvement construction needs to be reduced to sixteen (16) months. – James Gaertner

(1) The Developer agrees to dedicate or cause to be dedicated to the City or applicable agency, free of liens, claims and encumbrances, the rights of way within the Property for FM 875, FM 1446, and Lone Elm Parkway at the widths shown on **Exhibit F-3** attached hereto, each of which are identified on the City's major thoroughfare plan. The cost of rights of way dedicated for each such road shall be eligible for reimbursement by the MMD.

(2) The Developer shall use its commercially reasonable efforts to secure off-site easements and rights of way identified as Developer's responsibility identified in **Exhibit F-7**. If, after 3 months from the time the initial offer letter has been sent, the Developer is unable to obtain the off-site easements or rights-of-way and is unable to identify a feasible alternative to the Brookside Improvements, the City shall be required to take necessary steps to obtain such easements or rights-of-way; provided that such easements shall be acquired solely at the Developer's cost; and provided further that in the event the City is unable to acquire or unwilling to utilize its eminent domain authority to acquire the Brookside right-of-way, the lack of completion of the Brookside Improvements shall not be used as a reason for denial of any plans or permits related to the Property.

(3) The City shall be required to acquire, at its own expense, the rights-of-way required for the Roadway Improvements necessary for the intersection improvements at Brookside Road and Business 287 identified on **Exhibit F-7**.

(4) Developer shall utilize a right-of-way agent for the purposes of acquiring any property interests required by this Agreement.

(e) Impact Fee Credits.

(1) All costs associated with Roadway Improvements shall be eligible for Impact Fee Credits or reimbursement through MMD Bonds, provided that if a proposed Roadway Improvement is not included in the study completed to calculate the City's Impact Fee, then such project shall be eligible for only Impact Fee Credits or reimbursement through MMD Bonds.

(2) Pursuant to Section 395.023 of the Texas Local Government Code, as amended, Impact Fee Credits that are generated from the construction of the Brookside Improvements that are located within Service Area 4 pursuant to the impact fee ordinance of the City of Waxahachie, Texas, as amended, ~~Ordinance No. 3654~~ shall be eligible to be applied against Impact Fees owed for improvements within the Property which are located within Service Area 3 as set forth in said impact fee ~~City of Waxahachie, Texas O~~ordinance ~~No. 3654~~.

4.7 Impact Fees.

(a) Impact Fees. Water, sewer, and roadway Impact Fees for the Project shall be assessed at the rates adopted by the City Council in effect at the time ~~the plat for a given phase of the Project is recorded in the Property Records and collected upon~~ of the issuance of a building permit for each lot within the Property.

(b) Impact Fee Credits. Developer shall be eligible for water, sewer, and roadway Impact Fee Credits or reimbursement of Impact Fees paid for the projects set forth in

Commented [KZ19]: There is not an exhibit "F-7". Please replace this reference with "Exhibit F-7A" and "Exhibit F-7B".

Commented [KZ20]: and ROW – James Gaertner

Commented [KZ21]: along Business 287 – James Gaertner

Commented [KZ22]: There is not an exhibit "F-7". Please replace this reference with "Exhibit F-7B".

Commented [KZ23]: Not sure what additional streets are referenced here. The Impact Fee Report needs to be updated to include these streets in order to get Impact Fee Credit.

Language in this section must be revised to clearly state that only roadway improvements that are on the Impact Fee Report may be eligible for Impact Fee Credits. Roadway improvements not on the Impact Fee Report are not eligible for Impact Fee Credits, only reimbursement through MMD Bonds.

The Impact Fee Report may be updated in the future to include additional roadway improvements. – James Gaertner

Commented [KZ24]: Building Permit issuance.
Hard to keep track of the impact fee credit and will be much harder to keep track of when each of the plats were approved, specially at the pace they said they would build. – James Gaertner

Exhibit P. The City agrees that any Impact Fee credits generated by the Roadway Improvements shown on **Exhibit F-6** and **Exhibit F-7** shall be used to offset any roadway Impact Fees due by Developer, pursuant to Section 395.023 of the Texas Local Government Code, provided that such Impact Fees are generated by the Property. ~~ss~~

Commented [KZ25]: There is not an exhibit "F-7". Please replace this reference with "Exhibit F-7A" and "Exhibit F-7B".

4.8 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to Developer after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be:

Minto Communities
4443 Lyons Road, Suite D-201
Coconut Creek, FL 33073

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address or through an assignment of Developer's rights hereunder.

4.9 MMD Initial Capital Improvement Plan. Developer's proposed initial 5-year MMD Capital Improvement Plan includes the MMD Improvements and MMD Bonds to be undertaken by the MMD and are attached as **Exhibit J-1** and **Exhibit J-2.**

SECTION 5
PUBLIC IMPROVEMENT DISTRICT

5.1 PID Assessments. As of the Effective Date of this Agreement, the Property is located in whole or in part in the PID. The City agrees that if it receives a property owner petition meeting the requirements of Section 372.011 of the Local Government Code the City will promptly call a public hearing on the dissolution of the PID. Developer acknowledges that, pursuant to Section 372.011 of the Local Government Code, notwithstanding any dissolution the PID shall remain in effect for the purpose of meeting existing obligations of indebtedness for improvements, if any.

SECTION 6
ADDITIONAL OBLIGATIONS AND AGREEMENTS

6.1 Administration of Construction of Public Infrastructure. Subject to the terms of this Agreement including reimbursement, the Parties agree that Developer and/or the MMD will be solely responsible for the construction of all Public Infrastructure including the required Open Space, Park Space, Trails, Landscaping, and Amenity improvements as set forth in the Zoning Ordinance.

6.2 Mandatory Homeowners Association.

(a) The Developer will create the HOA, which shall be mandatory and shall levy and collect from homeowners annual fees in an amount calculated to maintain the HOA Maintained Improvements within the Project. Common areas, including, but not limited to, all landscaped entrances to the Project and right-of-way landscaping and signage, shall be maintained

solely by the HOA. Maintenance of public rights-of-way, landscaping, and signage by the HOA shall comply with City Regulations.

(b) The Developer agrees to include a provision in the conditions, covenants, and restrictions for the HOA restricting the use of short-term rentals, as defined in Section 6.5 below, within the Project.

6.3 Zoning. The City has zoned the portion of the Property currently within the City limits as a planned development district in accordance with the Zoning Ordinance attached hereto as **Exhibit G**, which is attached hereto for reference purposes only.

6.4 Manufactured Home.

(a) Residence. Notwithstanding any other provision of this Agreement or the Development Standards to the contrary, upon and after the Effective Date of this Agreement, one (1) HUD-certified manufactured home may be located within the boundaries of each of the Districts; provided, however, such manufactured home must be removed within two hundred seventy (270) days from the date of such installation. The parties acknowledge and agree that any voter trailer, sales trailer, or similar structure placed on the Property by the Developer (collectively, the "Temporary Structure") is intended to be a temporary improvement. The Temporary Structure shall be subject to all applicable City ordinances, codes, and permitting requirements governing temporary structures, including but not limited to requirements for placement, duration, appearance, and removal. Under no circumstances shall the filing or approval of a ~~preliminary or final~~ plat, or the requirement of permanent water, wastewater, or power service be required as a condition to obtaining any permit or authorization for the Temporary Structure.

Commented [KZ26]: The City does not have a "Preliminary" or "Final" Plat, we just have a "Plat" process. This language needs to be reverted to just "Plat".

(b) If a water well, septic system, or any other on-site utility installation is used to serve the Temporary Structure, the Developer shall, at its sole cost and expense, obtain and maintain all permits and approvals required under applicable City ordinances, state law, and any other governing regulatory authority. All such facilities shall be installed, operated, and decommissioned in accordance with applicable health, safety, environmental, and construction standards.

(c) The Temporary Structure shall not be deemed a permanent improvement and shall be removed by the Developer at the cessation of its intended temporary use. Removal shall occur in compliance with all applicable City codes.

6.5 Prohibition on Short-Term Rentals, Accessory Dwelling Units and Hourly Rentals of Property.

(a) Developer agrees that all Property in the MMD shall contain a deed restriction or other real property covenant providing that at no time shall any of the Property be used, allowed to be used, or made available or offered for use as a short-term rental or as an hourly rental of residential property. The foregoing uses of and activities on any of the Property are expressly prohibited. For purposes of this paragraph, (1) "short-term rental" shall mean a residential property, including a single-family dwelling or a unit in a condominium, cooperative, mixed use development, or timeshare, that is rented wholly or partly for a fee for a period not longer than thirty (30) consecutive days. A short-term rental shall not include a hotel, motel, bed

and breakfast homes, bed and breakfast inns, or rentals made for less than thirty (30) days upon the sale of a residential dwelling when the tenancy is by the former owner; and (2) "hourly rental of residential property" shall mean a feature or facility that is part of a residential property, including a single-family dwelling or a unit in a condominium, cooperative, mixed-use development or timeshare, and is rented for a period of less than fifteen (15) hours and for a purpose other than providing sleeping accommodations to the lessee.

(b) Notwithstanding the foregoing, "Stay and Play Residences" shall be permitted. For the purposes of this paragraph (b), a "Stay and Play Residence" are Active Adult housing types that are used for the "Stay and Play Getaway Program" which is an allowed use in the Active Adult District (as defined in the Zoning Ordinance) and is hereby used to describe a program where potential purchasers of active adult residential units are allowed to stay at and enjoy residential units at the Property on a short–term basis prior to making a purchasing decision. This program generally provides the potential buyers with usage of a residential unit, golf cart, dining, and access to all amenities and events. Upon buildout and completion of the community, the residential units utilized for this program will be sold similar to the other residential units within the Property. In order to distinguish the Stay and Play program from short term rentals, the stay and play residences must conform to the provisions set forth in Section 5.3.4 of the Zoning Ordinance.

(c) Accessory dwelling units are allowed as set forth in the Zoning Ordinance.

6.6 Building Materials and Architectural Standards.

(a) Following the execution of this Agreement by the Parties, for any structure built on the Property, Developer shall comply with the applicable building construction materials and architectural standards contained in **Exhibit K**, attached hereto and incorporated by reference for single family and cluster homes. Development of multifamily buildings and mixed use commercial development shall comply with the City applicable standards in effect when applications for those buildings are submitted to the City and shall require City Council approval. The Parties specifically agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Other than as set forth in **Exhibit K**, nothing in this Agreement shall be deemed to modify or otherwise amend any zoning or other regulation duly adopted by the City, previously or in the future. With respect to any structures or improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

(b) Developer shall not use copper cladded aluminum electrical wiring in homes within the Property.

(c) Site plans are required only for non-residential and multi-family properties and shall comply with all applicable requirements of Section 7.01 of the Zoning Ordinance. Site plan approval shall be obtained prior to issuance of a civil construction permit for the property subject to that site plan.

6.7 Annexation. The Developer agrees that upon Developer's acquisition of the ETJ Parcel this Agreement shall serve as a voluntary petition to annex the ETJ Parcel into the City's municipal boundaries

6.8 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City-adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

6.9 Compliance with City Regulations. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement.

6.10 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer or the MMD shall provide all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, parks, trails, street lighting, street signage, and all other required improvements without oversizing. The City shall reimburse the Developer for oversizing Public Infrastructure in accordance with the terms of this Agreement. Developer or the MMD shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise established in this Agreement. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans must be approved by the City's engineer or his or her agent prior to the recording of a plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction. No plat may be recorded in the Real Property Records until appropriate surety for public improvements has been provided pursuant to Chapter 33, Appendix C Section 1.2 of the Waxahachie, Texas Code of Ordinances. For the avoidance of doubt, nothing in this Section 6.10 shall be construed to prevent the City from participating in the costs for or constructing Public Infrastructure within the Property for the purposes of oversizing public infrastructure to serve areas outside of the Property.

6.11 Maintenance Bonds. For each construction contract for any part of the Public Infrastructure for which the City will be responsible for the future maintenance, Developer, or Developer's contractor, must execute a maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract.

6.12 Insurance. For any construction contracts of $1,000,000 or more, Developer or MMD or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public

Infrastructure and acceptance thereof by the City) insurance requirements in the amounts set forth on **Exhibit Q**, which is the City's standard as of the Effective Date. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier that is rated "A-" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer or the MMD shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

6.13 INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT. **THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S CONCURRENT, CONTRIBUTORY, OR SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE DEVELOPER AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY.

6.14 Status of Parties. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

6.15 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245, Texas Local Government Code) that is deemed filed with the City on the Effective Date.

6.16 Conveyances for Public Facilities.

(a) The Developer agrees to dedicate or cause to be dedicated to the City, at no cost to the City, a maximum of 10 acres to accommodate municipal needs (the "Civic Sites"). The location of the Civic Sites shall be mutually agreed to by the Developer and the City prior to such dedication when the City identifies a specific need.

6.17 CCN. The portion of the Property shown on **Exhibit L** is currently within the boundaries of the Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel Water Service Corporation water CCN. The City agrees to include that portion of the Property within the boundaries of the City's water and sewer CCN after removal of such portion from the Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel Water Service Corporation water CCN and cooperate with Developer to execute any documents required for the decertification of the Property from the Sardis-Lone Elm Water Service Corporation and Buena Vista-Bethel Water Service Corporation CCNs. Developer shall be responsible for all costs associated with the decertification from Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel Water Service Corporation water CCN.

6.18 Waxahachie-Midlothian Trail Reserve Design and Conveyance Criteria.

(a) The Waxahachie Midlothian Trail Reserve is to be designated as a regional park and is to be dedicated in segments to the City of Waxahachie. The park improvements shown on **Exhibit O** shall be conveyed or dedicated to the City at no cost or expense to the City. Developer and City shall coordinate for phased dedication of the parkland to the City as development occurs. Trails and amenities within the conveyed property will be constructed by the Developer and generally comply with Exhibit F of the Zoning Ordinance and shall include amenities in accordance with Section 6.3.1.4.8 of the Zoning Ordinance describing requirements for the Waxahachie Regional Park.

(b) The portion of the parkland described as the "Initial Conveyance" on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and issuance of the final certificate of completion by the City. Subject to issuance of permits from agencies having jurisdiction, this segment shall be completed by Developer no later than one year after permits are issued for construction of the segment but not prior to when the segment being built by the City is completed and open to the public from Getzendaner Park to where it connects to the Property.

(c) The portion of the parkland described as the "Second Conveyance" on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 120 days after the permit has been issued for the construction of the home that will result in 50% of the homes platted in the immediately adjacent phase being authorized for construction. The "Second Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via deed once the threshold set forth above is met; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

(d) The portion of the parkland described as the "Third Conveyance" on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion

of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 120 days after the permit has been issued for the construction of the home that will result in 50% of the homes platted in the immediately adjacent phase being authorized for construction. The "Third Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via deed once the threshold set forth above is met; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

(e) The portion of the parkland described as the "Fourth Conveyance" on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 120 days after the permit has been issued for the construction of the home that will result in 50% of the homes platted in the immediately adjacent phase being authorized for construction. The "Fourth Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via deed once the threshold set forth above is met; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

(f) Developer shall be responsible for constructing the portion of the trail shown on **Exhibit O** to the specifications set forth in cross section attached hereto as **Exhibit O**.

6.19 Construction of Welcome Center and Model Homes. Permits for model homes and the Welcome Center may be issued only after plats for lots for these structures are filed and fire protection access, as approved by the Fire Chief, is installed; provided, however, the permits for the model homes and Welcome Center may be issued prior to the completion of other subdivision improvements required under the City's Subdivision Ordinance.

6.20 Fire Station. Developer agrees that each Living Unit Equivalent within the Property shall be assessed a one-time fee, to be paid at the time of payment of Impact Fees for a given lot, to pay for a fire station to be located within the Property necessitated by development of the Property, provided however that common area amenities are exempt from this fee:

USE	ASSESSMENT
Single family Residential	$750.00/unit
Multifamily Residential	$500.00/unit
Retail/Commercial	$ 0.75/sq ft
Office	$ .75/sq ft

Commented [KZ27]: After consultation with the City Attorney, additional language needs to be added to this section to allow these fees to be used for reimbursement to the General Fund in the event the City constructs a new Fire Station before all lots are developed on the subject property.

SECTION 7
EVENTS OF DEFAULT; REMEDIES; MEDIATION

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

7.2 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.

7.3 Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation prior to any Party instituting litigation.

SECTION 8
ASSIGNMENT; ENCUMBRANCE

8.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The agreements of the City with respect to the regulations applicable to the extraterritorial portion of the Property shall not be assignable but shall be benefits and obligations for compliance that run with the land. The other obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable by Developer, in whole or in part, to any affiliate or related entity of Developer, any lienholder on the Property, or the MMD, without the prior written consent of the City and the MMD or any of the Districts if the MMD joins in this Agreement. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Property shall not be assigned, in whole or in part, by Developer to a non-affiliate or non-related entity of Developer without the prior written consent of the City Manager, subject to the advice and written consent of the Mayor, which consent shall not be unreasonably withheld, conditioned, or delayed. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written

records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

8.2 Assignees as Parties.

(a) An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement. Any assignee named in an assignment under Section 8.1 hereof shall be deemed to be a "Developer" and have all of the rights and obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest with the exception of the City and an End User.

(b) Any assignee authorized under this agreement shall be required to execute a joinder agreement which shall include a description of the portion of the Public Infrastructure including parks and trails that are projected to be constructed and funded by the assignee.

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

8.4 Notice of Assignment. Subject to Section 8.1 of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City and the MMD to the extent required under Section 8.1; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 9
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer, the MMD and the Districts if the MMD has executed a joinder, and the City, and forms a part of any other requirements for development within the Property. This Agreement, when approved by the governing body of the City, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

9.2 Estoppel Certificates. From time to time, upon written request of Developer, the MMD or any future owner, the City Manager, or his/her designee will, in his/her official capacity

and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 10
GENERAL PROVISIONS

10.1 Term. This agreement shall be effective for a term of forty-five years from the Effective date. In so far as the MMD is bound by this Agreement, the term of this Agreement applicable to the MMD shall continue for the entire life of the MMD or forty-five (45) years, whichever is greater. In so far as the Developer is bound by this Agreement to construct Public Infrastructure, this Agreement shall bind the Developer until the completion of construction, acceptance by the City or MMD, as appropriate, and completion of the maintenance bond period for all Public Infrastructure required to serve the Property.

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

10.3 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) the MMD Improvements will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(d) the MMD Improvements are public improvements and the MMD Improvements set forth as to be dedicated to the City on **Exhibit N** shall be dedicated to the City in accordance with the MMD Act;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's

legislative discretion or functions with respect to any matters not specifically addressed in this Agreement;

(f) pursuant to Section 395.023, Texas Local Government Code, Developer shall be entitled to Impact Fee Credits against eligible roadway and utility Impact Fees for Capital Improvement Costs incurred in connection with collector or arterial roadways shown on the City's master thoroughfare plan (or comparable planning document) regardless of whether the particular collector or arterial roadway is designated on the City's roadway CIP.

Commented [KZ28]: Not sure what additional streets are referenced here. The Impact Fee Report needs to be updated to include these streets in order to get Impact Fee Credit.

Language in this section must be revised to clearly state that only roadway improvements that are on the Impact Fee Report may be eligible for Impact Fee Credits. Roadway improvements not on the Impact Fee Report are not eligible for Impact Fee Credits, only reimbursement through MMD Bonds.

The Impact Fee Report may be updated in the future to include additional roadway improvements. – James Gaertner

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

To the City:	City of Waxahachie, Texas Attn: City Manager Waxahachie City Hall 401 S. Rogers Street Waxahachie, Texas 75165
With a copy to:	Terrence S. Welch Brown & Hofmeister, LLP 740 East Campbell Road, Suite 800 Richardson, Texas 75081
To Developer:	Mr. Theodore Neuweiler Division President Acquisitions & Development Minto Communities Texas, LLC 4042 Park Oaks Blvd., Suite 450 Tampa, FL 33610
To the MMD:	Waxahachie Municipal Management District No. 1 4514 Cole Ave., Suite 1400 Dallas, TX 75205 Attn: Sanjay Bapat

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

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

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

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

10.8 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City waives its sovereign immunity and governmental immunity only to the extent authorized by Subchapter I of Chapter 271 of the Texas Local Government Code and any applicable law. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement~~, or any party that may be construed to be a third-party beneficiary to this Agreement.~~

Commented [KZ29]: The following language required by the City Attorney has not been added to the Development Agreement.

Sovereign Immunity. The Parties agree that the City has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement, except to the extent authorized by Subchapter I of Chapter 271 of the Texas Local Government Code, as amended.

10.9 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.10 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Ellis County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Ellis County District Court.

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

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

10.13 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 (10) 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 good faith exercise of good faith, due diligence and reasonable care.

10.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

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

10.16 Anti-Boycott Verification. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, to the extent Section 2271.002, Texas Government Code does not contravene federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.16 shall survive termination of the Agreement until the statute of limitations has run.

10.17 Verification under Chapter 2252, Texas Government Code. Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made

solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.17 shall survive termination of the Agreement until the statute of limitations has run.

10.18 No Discrimination Against Fossil-Fuel Companies. Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.18 shall survive termination of the Agreement until the statute of limitations has run.

10.19 No Discrimination Against Firearm Entities and Firearm Trade Associations. Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.19 shall survive termination of the Agreement until the statute of limitations has run.

10.20 Reimbursement of City Expenses. All reasonable costs and expenses incurred by the City, including but not limited to legal fees, other professional fees, and City administrative costs and expenses, that are in any way associated with the operation and administration of the MMD shall be promptly reimbursed by Developer to the City upon presentation of an invoice for same; provided, however, that the Developer may dispute any portion of an invoice by providing

a detailed notice in writing to the City describing the reasons for such dispute and in such event the parties shall cooperate to resolve the dispute within a reasonable time not to exceed thirty (30) days. Such obligation to reimburse the City shall continue until the MMD is dissolved, pursuant to this Agreement.

10.21 Rough Proportionality. Developer hereby agrees that any land or property donated and/or dedicated to the City pursuant to this Agreement, whether in fee simple or otherwise, including any easements (as may be reflected in any ~~final~~ plat), including but not limited to any utility and/or access easements, relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

10.22 Exactions/Infrastructure Costs. Both the City and Developer have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Developer's and the City's rights under Texas and federal law. Developer and the City hereby waive any requirement that the other retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code and any exemptions from impact fees under current or future law; however, notwithstanding the foregoing and to the extent permitted by law, Developer hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

10.23 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-1	Map of Wastewater Improvements – General
Exhibit D-2	Map of Wastewater Improvements – Offsite Wastewater Improvements
Exhibit E-1	Map of Water Improvements – General
Exhibit E-2	Map of Water Improvements – Offsite Water Lines
Exhibit F-1	Preliminary Onsite Roadways
Exhibit F-2	Roadway Cross-sections
Exhibit F-3	Future Roadways and ROW Dedications
Exhibit F-4	Brookside Configuration Exhibit

Commented [KZ30]: The City does not have a "Preliminary" or "Final" Plat, we just have a "Plat" process. This language needs to be reverted to just "Plat".

Commented [KZ31]: This is titled "Onsite".

Commented [KZ32]: This is just titled "Offsite"

Commented [KZ33]: This is titled "Potable Improvements Onsite".

Commented [KZ34]: This is titled "Map of Potable Improvements - Offsite".

Commented [KZ35]: This is titled "Prelim Roadway Cross Sections".

Commented [KZ36]: This is titled "Brookside Entry".

Exhibit F-5	FM 875 Fire Access Easement Exhibit
Exhibit F-6	Brookside Offsite Initial Improvements
Exhibit F-7	Brookside Full Buildout
Exhibit F-8	Required Transportation Improvements and Timing
Exhibit G	PD Ordinance
Exhibit H	City TCEQ Consent Resolution
Exhibit I	Form of MMD Joinder Agreement
Exhibit J-1	MMD Initial Capital Improvements Plan - Map
Exhibit J-2	MMD Initial Capital Improvements Plan – Costs
Exhibit J-3	MMD Overall Capital Improvements Summary
Exhibit J-4	MMD Overall Capital Improvements Detail
Exhibit K	Design Requirements
Exhibit L	CCN Boundary
Exhibit M	Project Phasing
Exhibit N	Infrastructure Responsibility
Exhibit O	Regional Parks and Midlothian-Waxahachie Trail Dedication
Exhibit P	Impact Fee Credit Agreement
Exhibit Q	Insurance Requirements

Commented [KZ37]: There is no direct Exhibit F-7. Exhibit F-7A is missing here. It is titled "Brookside Road and Bus 287 Intersection".

Exhibit F-7B is missing here. It is titled "Brookside Rd East of IH-35E Improvements Full Build-Out".

Commented [KZ38]: This Exhibit is missing from the DA Exhibits file and this agreement.

Commented [KZ39]: The Exhibit page is titled "MMD Initial Capital Improvements".

Commented [KZ40]: The Exhibit page is titled "MMD Initial Capital Improvements".

Commented [KZ41]: This is titled "Impact Fee Framework".

[SIGNATURE PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF WAXAHACHIE, TEXAS

By:_____
Name: Billie Wallace
Title: Mayor
Date: _____

STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on this __ day of _____ 2026, by Billie Wallace, Mayor of the City of Waxahachie, Texas, on behalf of said City.

_____
Notary Public, State of Texas

[SEAL]

DEVELOPER:

[_____],
a [_____] [_____]

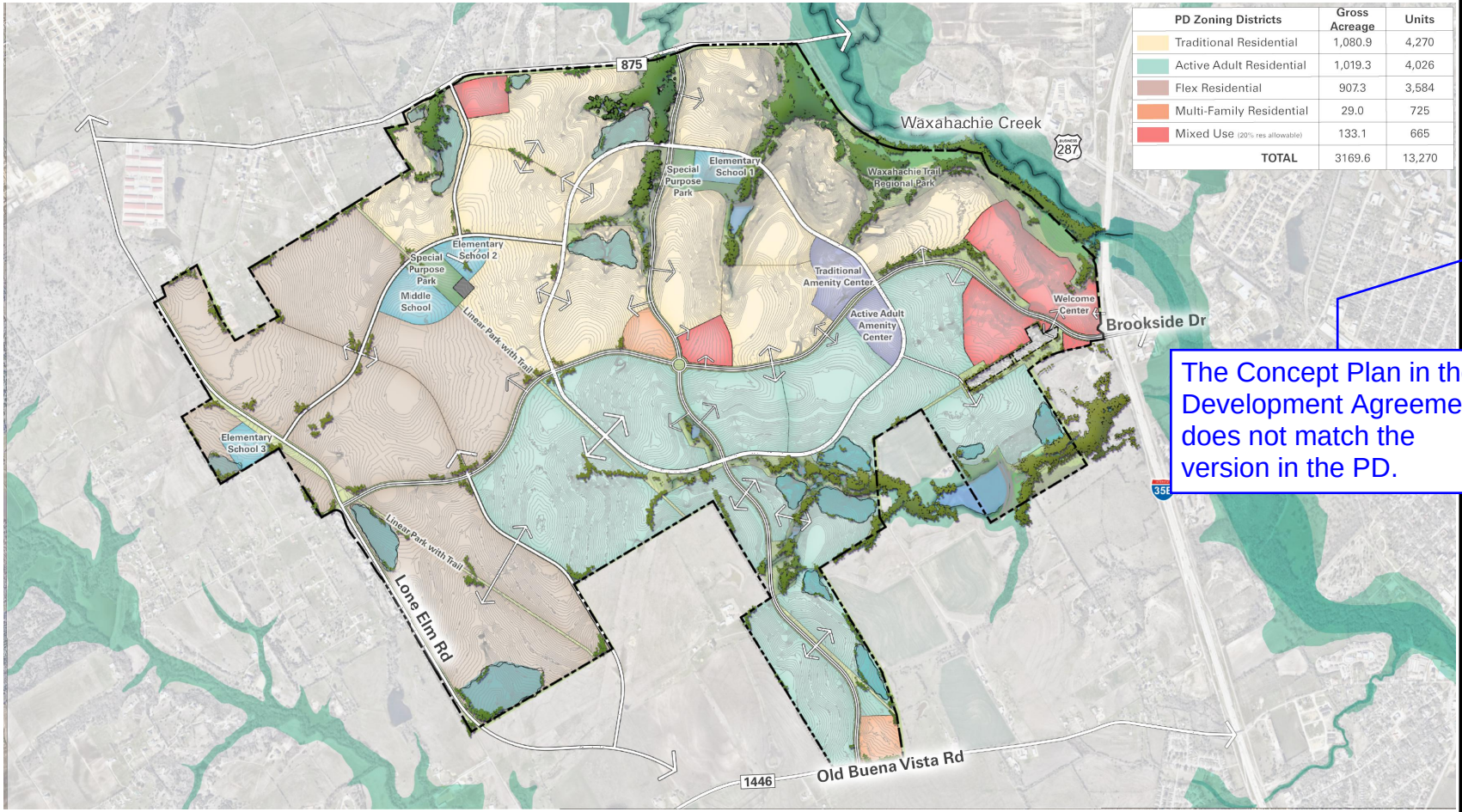
By:_____
Name: Theodore Neuweiler
Title: Division President Acquisitions and Development

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2026 by [_____], [_____] of [_____], a [_____] [_____], as the [_____] of [_____], a [_____] [_____], on behalf of said entity.

_____
Notary Public in and for the State of Texas

[SEAL]



PD Zoning Districts	Gross Acreage	Units
Traditional Residential	1,080.9	4,270
Active Adult Residential	1,019.3	4,026
Flex Residential	907.3	3,584
Multi-Family Residential	29.0	725
Mixed Use (20% res allowable)	133.1	665
TOTAL	3169.6	13,270

The Concept Plan in the Development Agreement does not match the version in the PD.

KFM
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3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT C
CONCEPT PLAN

CLIENT

MINTO
TEXAS, LLC

N

PROJECT NUMBER:
010232001

DATE:
2025/09/19

SHEET:

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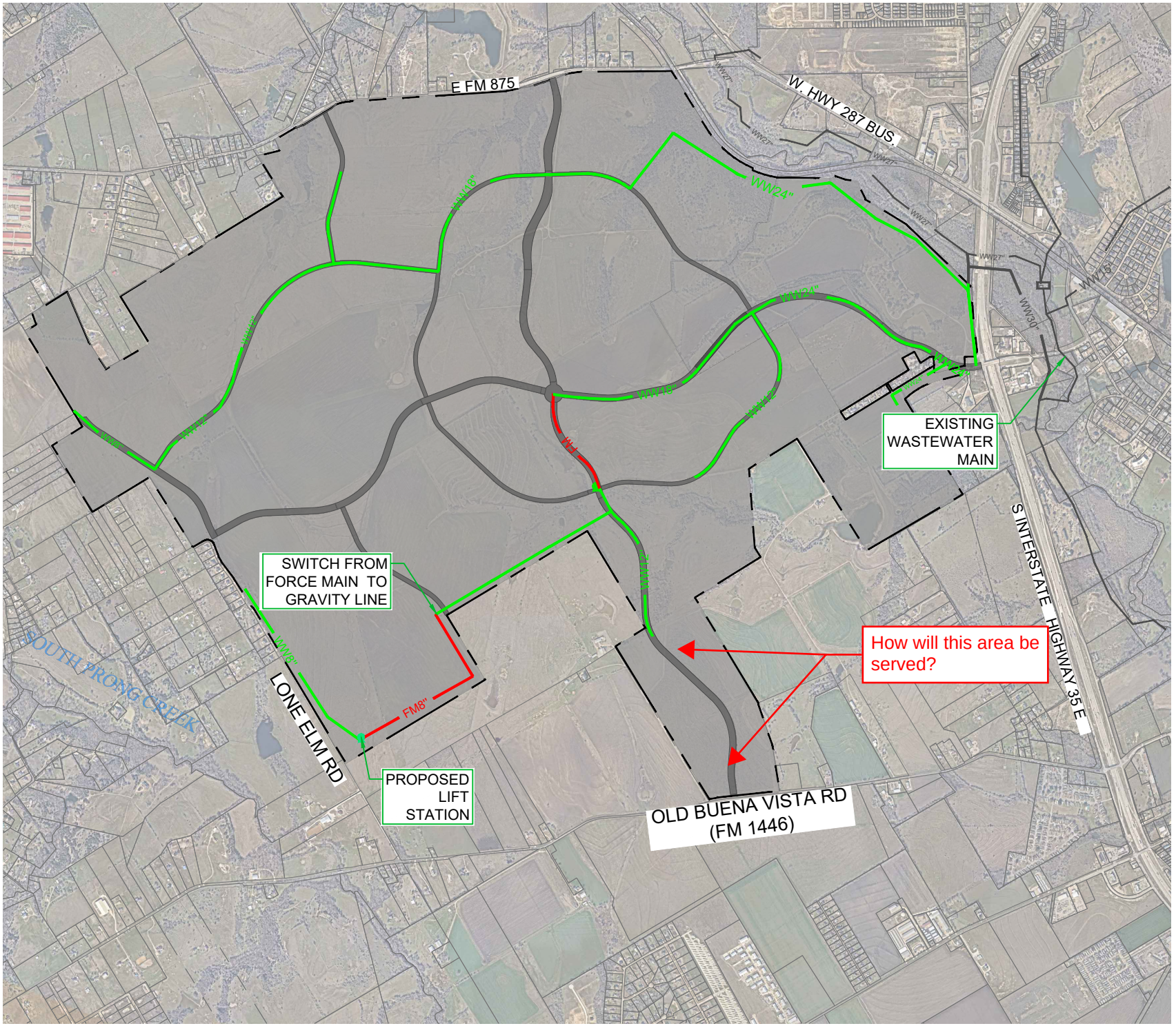

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WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT D-1
MAP OF WASTEWATER IMPROVEMENTS - ONSITE

CLIENT

MINTO
TEXAS, LLC

N

0 1250 2500

1"=2500'

PROJECT NUMBER:
010232001

DATE:
2025/07/10

SHEET:

EXH_D-1

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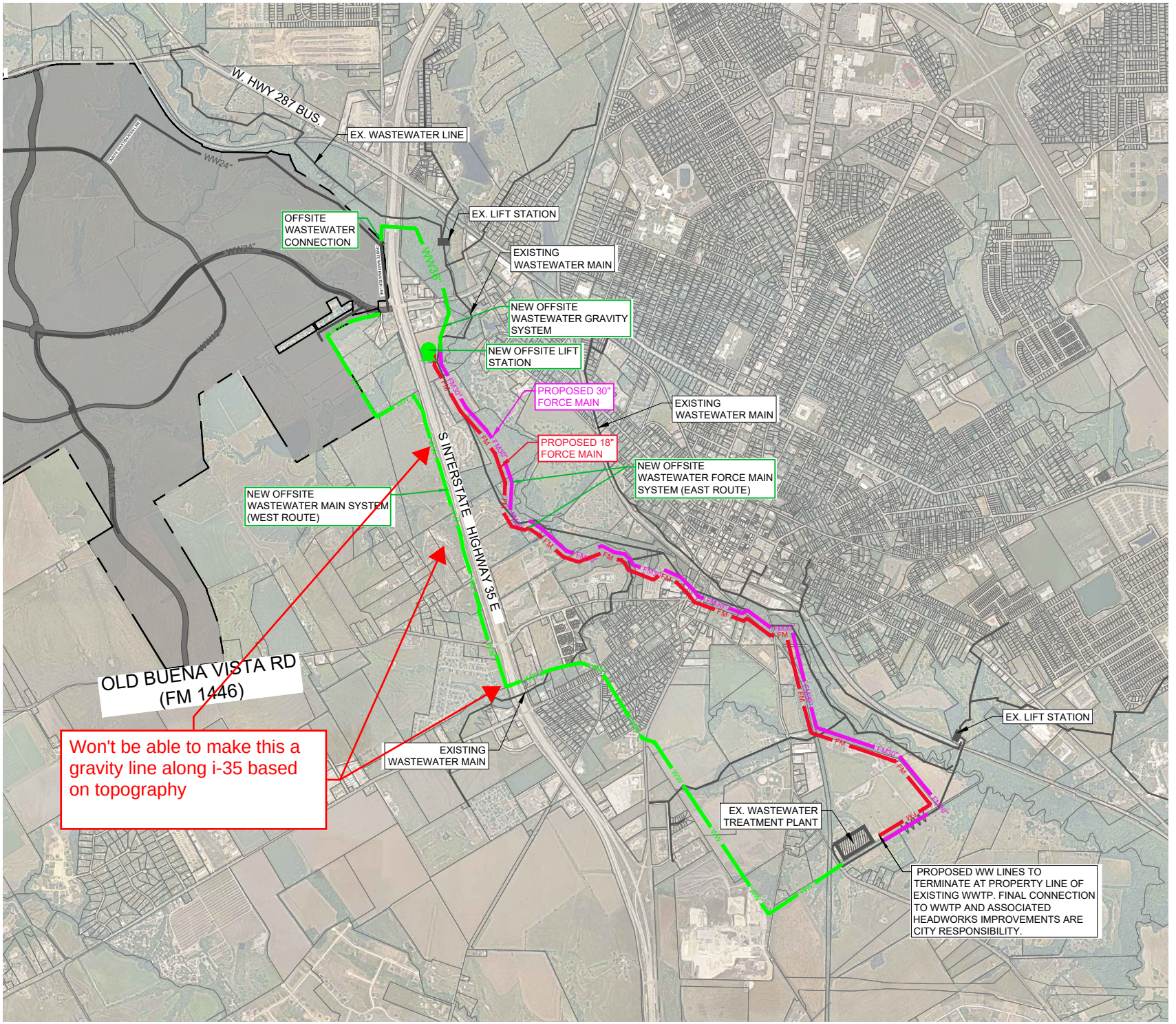

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TBPE #: F-20821

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT D-2
MAP OF WASTEWATER IMPROVEMENTS - OFFSITE

CLIENT

MINTO
TEXAS, LLC

N

0 1500 3000

1"=3000'

PROJECT NUMBER:
010232001

DATE:
2026/01/09

SHEET:

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FUTURE ROADWAYS or ROW DEDICATIONS (Timing and Scope per Future TIA)

Roadway	ROW Dedication	Lanes by Developer	Constructed or Dedicated with Phase	Ultimate Build Out
FM 875-1	75' FROM CENTER LINE OF FM 875	None	Dedicated per TxDot	6 lanes
FM 1446-1	60' FROM CENTER LINE OF FM 1446	None	Dedicated per TxDot	4 lanes
NSA-1	120'	2 lanes	TBD	2 lanes
FM 875-2	35'	2 lanes	TBD	6 lanes
RR-4	72'	2 lanes	TBD	2 lanes
RR-5	72'	2 lanes	TBD	2 lanes
RR-6A	72'	2 lanes	TBD	2 lanes
EWA-5	120'	2 lanes	TBD	2 lanes
EWA-6	120'	2 lanes	TBD	2 lanes
EWA-7	120'	2 lanes	TBD	2 lanes
MIC-1	60'	2 lanes	TBD	2 lanes
MIC-2	60'	2 lanes	TBD	2 lanes
MIC-3	60'	2 lanes	TBD	2 lanes
MIC-4	60'	2 lanes	TBD	2 lanes
MA-1	80'	2 lanes	TBD	2 lanes
MA-2	80'	2 lanes	TBD	2 lanes
GWA-1	120'	2 lanes	TBD	6 lanes
GWA-2	60'	ROW only	TBD	6 lanes
GWA-3	60'	ROW only	TBD	6 lanes

This needs to be revised to "and" to match the name in the DA.

MENTS (Initial TIA)

Roadway	ROW Dedication	by Developer	Constructed or Dedicated with Phase	Ultimate Build Out
EWA-1	120'	2 lanes	1A & 1B	6 lanes
EWA-2	120'	2 lanes	1A & 1B	6 lanes
EWA-3	120'	2 lanes	1A & 1B	4 lanes
EWA-4	120'	2 lanes	4A & 4B	4 lanes
RR-1	72'	2 lanes	1A	2 lanes
RR-7	72'	2 lanes	1B	2 lanes
RR-2	72'	2 lanes	3A	2 lanes
RR-3	72'	2 lanes	4A	2 lanes
RR-6B	72'	2 lanes	3B	2 lanes
NSA-5	120'	2 lanes	3B	4 lanes

Intersection	Current Warrant Status	Background Traffic at Completion of 4A	Impact of Development at Completion of 4A
Bus 287 & FM 875	Traffic Signal Warranted	N/A	N/A
Bus 287 & Brookside Rd	Traffic Signal Warranted	N/A	N/A
IH 35E & Brookside Rd	No Warrants	No Warrants	Warrant 2 & 3
IH 35E & FM 1446	No Warrants	Warrant 2 & 3	Warrant 3
NSA & FM 875	No Warrants	No Warrants	No Warrants
NSA & FM 1446	No Warrants	No Warrants	No Warrants
IH 35E & Kelly Bend	No Warrants	Warrant 2 & 3	Warrant 2 & 3

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PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT F-3

CLIENT
MINTO
TEXAS, LLC

PROJECT NUMBER:
010232001

DATE:
2026/01/08

SHEET:

EXHIBIT F-8

REQUIRED TRANSPORTATION IMPROVEMENTS AND TIMING

For purposes of this Exhibit, "Prior to Completion of Phase" means that the required improvements shall be constructed, operational, and accepted by the City prior to the delivery of lots within that phase that are capable of generating traffic.

subject to TxDOT approval.

A. PRIOR TO COMPLETION OF PHASE 1A AND PHASE 1B (approximately 882 units)
   1. Restripe the Brookside Road bridge over IH 35E to a five-lane cross section.
   2. Add a dedicated eastbound right-turn lane at Brookside Road and Kelly Bend.
   3. Construct a 24-foot temporary access route from FM 875 to IH 35E, which may consist of a combination of temporary chip-and-seal roadway and public streets as depicted on Exhibit F-5 of the Development Agreement.
   4. Install traffic signal IH 35E southbound frontage road and Brookside Road, subject to TxDOT approval.
   5. Install traffic signal at Brookside and Kelley Bend, subject to TxDOT approval.

B. AFTER ISSUANCE OF 1,500th RESIDENITAL PERMIT + 120 DAYS – (for clarification, 120 days after the 1500th building permit these items must be completed or no more building permits will be issued)

   1. Construct intersectional improvements including traffic signal at Business 287 and Brookside Road.
   2. Construct 2 additional lanes of Brookside Road from the Kelly Bend intersection to the east ending at Business 287 including the widening of the bridge at Waxahachie Creek.
   3. Install traffic signal at FM 1446 and IH 35 E, subject to TxDOT approval.

C. PRIOR TO COMPLETION OF PHASE 3A AND PHASE 3B (approximately 2,393 cumulative units)

   1. Construct a dedicated free right-turn lane from the IH 35E southbound frontage road to Brookside Road.
   2. Extend Brookside Road to a full five-lane cross section through Kelly Bend.
   3. Reconstruct the eastbound right-turn lane at Brookside Road and Kelly Bend.
   4. Widen Kelly Bend to add a free right-turn receiving lane and an additional northbound approach lane.

EXHIBIT F-8

REQUIRED TRANSPORTATION IMPROVEMENTS AND TIMING

5. Construct and activate a traffic signal at FM 875 and the North–South Arterial, subject to TxDOT approval, such that the signal is operational prior to completion of Phase 3.

Engineering needs to be ready to start construction when LOS D is triggered. The deadline to complete improvement construction needs to be reduced to sixteen (16) months. Revise for consistency with Section 4.6(c)(1) of the Development Agreement – James Gaertner

D. PRIOR TO FULL BUILDOUT

1. Complete the internal arterial roadway network phased TIA.

E. TRAFFIC MITIGATION TRIGGERS

If a Traffic Impact Analysis (TIA) or updated TIA demonstrates that the intersection of Brookside Road and IH 35E operates at or below Level of Service (LOS) D, the Developer shall be required to construct the connection to FM 875, if such connection has not already been completed. Such connection shall include all roadway improvements necessary to establish full connectivity to FM 875. Following completion of the FM 875 connection, if a subsequent updated TIA demonstrates that the intersection of Brookside Road and IH 35E again operates at or below LOS D, the Developer shall construct the roadway connection to FM 1446 as depicted in Exhibit F-1 of the Development Agreement and shall complete all associated roadway improvements, including required traffic signalization and auxiliary lanes. Both improvements contemplated above shall be completed 24 months from the acceptance of the updated TIA by the City.

F. PERIODIC TRAFFIC IMPACT ANALYSIS UPDATES

The Developer shall, at approximately each 1,000 platted lots within the Property, prepare and submit to the City an updated Traffic Impact Analysis (TIA Update) or TIA Addendum. Each TIA Update shall evaluate existing traffic conditions within the Property and on internal project roadways and confirm whether the assumptions, trip generation rates, distribution patterns, and internal roadway improvement triggers from the original TIA remain valid. The Developer and the City shall follow the recommendations of the most recent TIA or TIA Update; provided, however, that such updates are intended to address internal roadway improvements only and shall not be used to require or justify additional off-site roadway improvements beyond those expressly identified in this Agreement.

EXHIBIT F-8

REQUIRED TRANSPORTATION IMPROVEMENTS AND TIMING

G. RIGHT-OF-WAY DEDICATION

All required right-of-way shall be dedicated at the time of platting of the adjacent land to proposed and existing public streets. Right-of-way for improvements along FM 875, FM 1446, Lone Elm Road, or any internal arterial or collector roadway shall be dedicated concurrent with the plat submittal for the lots that abut such roadway.

Phase 3	ACTIVE ADULT - 55+	Public	55.8	$ 1,182,960	$ -	$ 1,450,800	$ 2,332,640	$ 4,212,900	$ 669,600	$ -	$ 9,848,900	$ 3,742,582	$ 13,591,482	$ 243,575
		Private		$ -	$ 669,600	$ -	$ -	$ -	$ -	$ 2,326,860	$ 2,996,460	$ 1,138,655	$ 4,135,115	$ 74,106
		ACTIVE ADULT TOTAL		**$ 1,182,960**	**$ 669,600**	**$ 1,450,800**	**$ 2,332,640**	**$ 4,212,900**	**$ 669,600**	**$ 2,326,860**	**$ 12,845,360**	**$ 4,881,237**	**$ 17,726,597**	**$ 317,681**
	TRADITIONAL (MPC- Master Planned Community)	Public	73.0	$ 1,759,300	-	$ 1,708,200	$ 2,292,200	$ 3,372,600	$ 970,900	$ -	$ 10,103,200	$ 3,839,216	$ 13,942,416	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 6,150,250	$ 6,150,250	$ 2,337,095	$ 8,487,345	$ 116,265
		TRADITIONAL TOTAL		**$ 1,759,300**	**$ -**	**$ 1,708,200**	**$ 2,292,200**	**$ 3,372,600**	**$ 970,900**	**$ 6,150,250**	**$ 16,253,450**	**$ 6,176,311**	**$ 22,429,761**	**$ 307,257**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 978,112	$ -	$ 1,988,437	$ 565,175	$ 2,234,062	$ 36,000	$ 159,780	$ 5,961,566	$ 2,265,395	$ 8,226,961	$ -
		Private		$ -	$ 310,518	$ -	$ -	$ -	$ -	$ -	$ 310,518	$ 117,997	$ 428,514	$ -
		MI ONSITE TOTAL		**$ 978,112**	**$ 310,518**	**$ 1,988,437**	**$ 565,175**	**$ 2,234,062**	**$ 36,000**	**$ 159,780**	**$ 6,272,083**	**$ 2,383,392**	**$ 8,655,475**	**$ -**
	PHASE 3 TOTAL		**128.8**	**$ 3,920,372**	**$ 980,118**	**$ 5,147,437**	**$ 5,190,015**	**$ 9,819,562**	**$ 1,676,500**	**$ 8,636,890**	**$ 35,370,893**	**$ 13,440,940**	**$ 48,811,833**	**$ 624,938**
Phase 4	ACTIVE ADULT - 55+	Public	46.1	$ 976,472	$ -	$ 1,197,560	$ 1,602,888	$ 3,477,530	$ 552,720	$ -	$ 7,807,170	$ 2,966,725	$ 10,773,895	$ 233,910
		Private		$ -	$ 552,720	$ -	$ -	$ -	$ -	$ 1,920,702	$ 2,473,422	$ 939,900	$ 3,413,322	$ 74,106
		ACTIVE ADULT TOTAL		**$ 976,472**	**$ 552,720**	**$ 1,197,560**	**$ 1,602,888**	**$ 3,477,530**	**$ 552,720**	**$ 1,920,702**	**$ 10,280,592**	**$ 3,906,625**	**$ 14,187,217**	**$ 308,016**
	TRADITIONAL (MPC- Master Planned Community)	Public	63.2	$ 1,523,120	-	$ 1,478,880	$ 1,984,480	$ 2,919,840	$ 840,560	$ -	$ 8,746,880	$ 3,323,814	$ 12,070,694	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 3,112,600	$ 3,112,600	$ 1,182,788	$ 4,295,388	$ 67,965
		TRADITIONAL TOTAL		**$ 1,523,120**	**$ -**	**$ 1,478,880**	**$ 1,984,480**	**$ 2,919,840**	**$ 840,560**	**$ 3,112,600**	**$ 11,859,480**	**$ 4,506,602**	**$ 16,366,082**	**$ 258,957**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 1,232,228	$ -	$ -	$ 297,723	$ 979,796	$ 18,000	$ 68,167	$ 2,595,914	$ 986,447	$ 3,582,361	$ -
		Private		$ -	$ 163,575	$ -	$ -	$ -	$ -	$ -	$ 163,575	$ 62,158	$ 225,733	$ -
		MI ONSITE TOTAL		**$ 1,232,228**	**$ 163,575**	**$ -**	**$ 297,723**	**$ 979,796**	**$ 18,000**	**$ 68,167**	**$ 2,759,489**	**$ 1,048,606**	**$ 3,808,094**	**$ -**
	PHASE 4 TOTAL		**109.3**	**$ 3,731,820**	**$ 716,295**	**$ 2,676,440**	**$ 3,885,091**	**$ 7,377,166**	**$ 1,411,280**	**$ 5,101,469**	**$ 24,899,561**	**$ 9,461,833**	**$ 34,361,394**	**$ 566,973**
Phase 5	ACTIVE ADULT - 55+	Public	61.4	$ 1,301,680	$ -	$ 1,596,400	$ 3,025,120	$ 4,635,700	$ 736,800	$ -	$ 11,295,700	$ 4,292,366	$ 15,588,066	$ 253,877
		Private		$ -	$ 736,800	$ -	$ -	$ -	$ -	$ 3,235,780	$ 3,972,580	$ 1,509,580	$ 5,482,160	$ 89,286
		ACTIVE ADULT TOTAL		**$ 1,301,680**	**$ 736,800**	**$ 1,596,400**	**$ 3,025,120**	**$ 4,635,700**	**$ 736,800**	**$ 3,235,780**	**$ 15,268,280**	**$ 5,801,946**	**$ 21,070,226**	**$ 343,163**
	TRADITIONAL (MPC- Master Planned Community)	Public	67.6	$ 1,629,160	-	$ 1,581,840	$ 2,122,640	$ 3,123,120	$ 899,080	$ -	$ 9,355,840	$ 3,555,219	$ 12,911,059	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,695,300	$ 5,695,300	$ 2,164,214	$ 7,859,514	$ 116,265
		TRADITIONAL TOTAL		**$ 1,629,160**	**$ -**	**$ 1,581,840**	**$ 2,122,640**	**$ 3,123,120**	**$ 899,080**	**$ 5,695,300**	**$ 15,051,140**	**$ 5,719,433**	**$ 20,770,573**	**$ 307,257**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 8,686,260	$ -	$ 2,855,063	$ 1,855,804	$ 7,635,127	$ 96,000	$ 514,628	$ 21,642,882	$ 8,224,295	$ 29,867,178	$ -
		Private		$ -	$ 894,374	$ -	$ -	$ -	$ -	$ -	$ 894,374	$ 339,862	$ 1,234,235	$ -
		MI ONSITE TOTAL		**$ 8,686,260**	**$ 894,374**	**$ 2,855,063**	**$ 1,855,804**	**$ 7,635,127**	**$ 96,000**	**$ 514,628**	**$ 22,537,256**	**$ 8,564,157**	**$ 31,101,413**	**$ -**
	PHASE 5 TOTAL		**129.0**	**$ 11,617,100**	**$ 1,631,174**	**$ 6,033,303**	**$ 7,003,564**	**$ 15,393,947**	**$ 1,731,880**	**$ 9,445,708**	**$ 52,856,676**	**$ 20,085,537**	**$ 72,942,213**	**$ 650,420**
Phase 6	ACTIVE ADULT - 55+	Public	30.5	$ 646,600	$ -	$ 793,000	$ 1,061,400	$ 2,302,750	$ 366,000	$ -	$ 5,169,750	$ 1,964,505	$ 7,134,255	$ 233,910
		Private		$ -	$ 366,000	$ -	$ -	$ -	$ -	$ 1,271,850	$ 1,637,850	$ 622,383	$ 2,260,233	$ 74,106
		ACTIVE ADULT TOTAL		**$ 646,600**	**$ 366,000**	**$ 793,000**	**$ 1,061,400**	**$ 2,302,750**	**$ 366,000**	**$ 1,271,850**	**$ 6,807,600**	**$ 2,586,888**	**$ 9,394,488**	**$ 308,016**
	TRADITIONAL (MPC- Master Planned Community)	Public	86.1	$ 2,075,010	-	$ 2,014,740	$ 2,703,540	$ 3,977,820	$ 1,145,130	$ -	$ 11,916,240	$ 4,528,171	$ 16,444,411	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,747,175	$ 5,747,175	$ 2,183,927	$ 7,931,102	$ 92,115
		TRADITIONAL TOTAL		**$ 2,075,010**	**$ -**	**$ 2,014,740**	**$ 2,703,540**	**$ 3,977,820**	**$ 1,145,130**	**$ 5,747,175**	**$ 17,663,415**	**$ 6,712,098**	**$ 24,375,513**	**$ 283,107**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 407,925	$ -	$ -	$ 268,542	$ 1,351,780	$ 18,000	$ 86,072	$ 2,132,319	$ 810,281	$ 2,942,601	$ -
		Private		$ -	$ 147,542	$ -	$ -	$ -	$ -	$ -	$ 147,542	$ 56,066	$ 203,608	$ -
		MI ONSITE TOTAL		**$ 407,925**	**$ 147,542**	**$ -**	**$ 268,542**	**$ 1,351,780**	**$ 18,000**	**$ 86,072**	**$ 2,279,861**	**$ 866,347**	**$ 3,146,208**	**$ -**
	PHASE 6 TOTAL		**116.6**	**$ 3,129,535**	**$ 513,542**	**$ 2,807,740**	**$ 4,033,482**	**$ 7,632,350**	**$ 1,529,130**	**$ 7,105,097**	**$ 26,750,876**	**$ 10,165,333**	**$ 36,916,209**	**$ 591,123**
Phase 7	ACTIVE ADULT - 55+	Public	99.6	$ 2,111,520	$ -	$ 2,589,600	$ 3,747,680	$ 7,519,800	$ 1,195,200	$ -	$ 17,163,800	$ 6,522,244	$ 23,686,044	$ 237,812
		Private		$ -	$ 1,195,200	$ -	$ -	$ -	$ -	$ 5,248,920	$ 6,444,120	$ 2,448,766	$ 8,892,886	$ 89,286
		ACTIVE ADULT TOTAL		**$ 2,111,520**	**$ 1,195,200**	**$ 2,589,600**	**$ 3,747,680**	**$ 7,519,800**	**$ 1,195,200**	**$ 5,248,920**	**$ 23,607,920**	**$ 8,971,010**	**$ 32,578,930**	**$ 327,098**
	TRADITIONAL (MPC- Master Planned Community)	Public	56.8	$ 1,369,844	-	$ 1,330,056	$ 2,405,976	$ 2,626,008	$ 755,972	$ -	$ 8,487,856	$ 3,225,385	$ 11,713,241	$ 206,074
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 3,993,010	$ 3,993,010	$ 1,517,344	$ 5,510,354	$ 96,945
		TRADITIONAL TOTAL		**$ 1,369,844**	**$ -**	**$ 1,330,056**	**$ 2,405,976**	**$ 2,626,008**	**$ 755,972**	**$ 3,993,010**	**$ 12,480,866**	**$ 4,742,729**	**$ 17,223,595**	**$ 303,019**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 1,558,169	$ -	$ 844,669	$ 2,158,739	$ 7,223,572	$ 120,000	$ 555,410	$ 12,460,559	$ 4,735,012	$ 17,195,572	$ -
		Private		$ -	$ 1,117,917	$ -	$ -	$ -	$ -	$ -	$ 1,117,917	$ 424,808	$ 1,542,726	$ -
		MI ONSITE TOTAL		**$ 1,558,169**	**$ 1,117,917**	**$ 844,669**	**$ 2,158,739**	**$ 7,223,572**	**$ 120,000**	**$ 555,410**	**$ 13,578,476**	**$ 5,159,821**	**$ 18,738,297**	**$ -**
	PHASE 7 TOTAL		**156.4**	**$ 5,039,533**	**$ 2,313,117**	**$ 4,764,325**	**$ 8,312,395**	**$ 17,369,380**	**$ 2,071,172**	**$ 9,797,340**	**$ 49,667,262**	**$ 18,873,560**	**$ 68,540,822**	**$ 630,117**

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PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT J-3
(MMD OVERALL CAPITAL IMPROVEMENTS)

This is is supposed to be titled "MMD Overall Capital Improvements Summary".

CLIENT
MINTO TEXAS LLC

PROJECT NUMBER:
010232001

DATE:
2025/11/13

SHEET:

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Phase 8	ACTIVE ADULT - 55+	Public	109.4	$ 2,319,280	$ -	$ 2,844,400	$ 3,807,120	$ 8,259,700	$ 1,312,800	$ -	$ 18,543,300	$ 7,046,454	$ 25,589,754	$ 233,910
		Private		$ -	$ 1,312,800	$ -	$ -	$ -	$ -	$ 5,765,380	$ 7,078,180	$ 2,689,708	$ 9,767,888	$ 89,286
		ACTIVE ADULT TOTAL		**$ 2,319,280**	**$ 1,312,800**	**$ 2,844,400**	**$ 3,807,120**	**$ 8,259,700**	**$ 1,312,800**	**$ 5,765,380**	**$ 25,621,480**	**$ 9,736,162**	**$ 35,357,642**	**$ 323,196**
	TRADITIONAL (MPC- Master Planned Community)	Public	101.1	$ 2,436,510	-	$ 2,365,740	$ 3,742,540	$ 4,670,820	$ 1,344,630	$ -	$ 14,560,240	$ 5,532,891	$ 20,093,131	$ 198,745
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 4,220,925	$ 4,220,925	$ 1,603,952	$ 5,824,877	$ 57,615
		TRADITIONAL TOTAL		**$ 2,436,510**	**$ -**	**$ 2,365,740**	**$ 3,742,540**	**$ 4,670,820**	**$ 1,344,630**	**$ 4,220,925**	**$ 18,781,165**	**$ 7,136,843**	**$ 25,918,008**	**$ 256,360**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 962,285	$ -	$ 215,440	$ 1,663,642	$ 5,109,645	$ 96,000	$ 409,518	$ 8,456,530	$ 3,213,481	$ 11,670,011	$ -
		Private		$ -	$ 5,195,191	$ -	$ -	$ -	$ -	$ -	$ 5,195,191	$ 1,974,173	$ 7,169,363	$ -
		MI ONSITE TOTAL		**$ 962,285**	**$ 5,195,191**	**$ 215,440**	**$ 1,663,642**	**$ 5,109,645**	**$ 96,000**	**$ 409,518**	**$ 13,651,721**	**$ 5,187,654**	**$ 18,839,375**	**$ -**
	PHASE 8 TOTAL		**210.5**	**$ 5,718,075**	**$ 6,507,991**	**$ 5,425,580**	**$ 9,213,302**	**$ 18,040,165**	**$ 2,753,430**	**$ 10,395,823**	**$ 58,054,366**	**$ 22,060,659**	**$ 80,115,025**	**$ 579,556**
Phase 9	MIXED-USE (MPC- Master Planned Community)	Public	52.9	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 9 TOTAL		**52.9**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 10	MIXED-USE (MPC- Master Planned Community)	Public	13.4	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 10 TOTAL		**13.4**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 11	MIXED-USE (MPC- Master Planned Community)	Public	2.2	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 11 TOTAL		**2.2**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 12	TRADITIONAL (MPC- Master Planned Community)	Public	76.1	$ 1,834,010	-	$ 1,780,740	$ 2,389,540	$ 3,515,820	$ 1,012,130	$ -	$ 10,532,240	$ 4,002,251	$ 14,534,491	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 3,177,175	$ 3,177,175	$ 1,207,327	$ 4,384,502	$ 57,615
		TRADITIONAL TOTAL		**$ 1,834,010**	**$ -**	**$ 1,780,740**	**$ 2,389,540**	**$ 3,515,820**	**$ 1,012,130**	**$ 3,177,175**	**$ 13,709,415**	**$ 5,209,578**	**$ 18,918,993**	**$ 248,607**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ -	$ -	$ 311,711	$ 581,654	$ 1,512,633	$ 36,000	$ 111,708	$ 2,553,706	$ 970,408	$ 3,524,115	$ -
		Private		$ -	$ 293,417	$ -	$ -	$ -	$ -	$ -	$ 293,417	$ 111,498	$ 404,915	$ -
		MI ONSITE TOTAL		**$ -**	**$ 293,417**	**$ 311,711**	**$ 581,654**	**$ 1,512,633**	**$ 36,000**	**$ 111,708**	**$ 2,847,123**	**$ 1,081,907**	**$ 3,929,030**	**$ -**
	PHASE 12 TOTAL		**76.1**	**$ 1,834,010**	**$ 293,417**	**$ 2,092,451**	**$ 2,971,194**	**$ 5,028,453**	**$ 1,048,130**	**$ 3,288,883**	**$ 16,556,538**	**$ 6,291,484**	**$ 22,848,023**	**$ 248,607**
Phase 13	ACTIVE ADULT - 55+	Public	94.4	$ 2,001,280	$ -	$ 2,454,400	$ 3,285,120	$ 7,127,200	$ 1,132,800	$ -	$ 16,000,800	$ 6,080,304	$ 22,081,104	$ 233,910
		Private		$ -	$ 1,132,800	$ -	$ -	$ -	$ -	$ 4,644,480	$ 5,777,280	$ 2,195,366	$ 7,972,646	$ 84,456
		ACTIVE ADULT TOTAL		**$ 2,001,280**	**$ 1,132,800**	**$ 2,454,400**	**$ 3,285,120**	**$ 7,127,200**	**$ 1,132,800**	**$ 4,644,480**	**$ 21,778,080**	**$ 8,275,670**	**$ 30,053,750**	**$ 318,366**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 209,530	$ -	$ 181,612	$ 204,769	$ 1,042,807	$ 12,000	$ 66,044	$ 1,716,763	$ 652,370	$ 2,369,133	$ -
		Private		$ -	$ 112,504	$ -	$ -	$ -	$ -	$ -	$ 112,504	$ 42,752	$ 155,256	$ -
		MI ONSITE TOTAL		**$ 209,530**	**$ 112,504**	**$ 181,612**	**$ 204,769**	**$ 1,042,807**	**$ 12,000**	**$ 66,044**	**$ 1,829,267**	**$ 695,122**	**$ 2,524,389**	**$ -**
	PHASE 13 TOTAL		**94.4**	**$ 2,210,810**	**$ 1,245,304**	**$ 2,636,012**	**$ 3,489,889**	**$ 8,170,007**	**$ 1,144,800**	**$ 4,710,524**	**$ 23,607,347**	**$ 8,970,792**	**$ 32,578,139**	**$ 318,366**
Phase 14	TRADITIONAL (MPC- Master Planned Community)	Public	100.2	$ 2,414,820	-	$ 2,344,680	$ 3,237,880	$ 4,629,240	$ 1,332,660	$ -	$ 13,959,280	$ 5,304,526	$ 19,263,806	$ 192,254
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 4,183,350	$ 4,183,350	$ 1,589,673	$ 5,773,023	$ 57,615
		TRADITIONAL TOTAL		**$ 2,414,820**	**$ -**	**$ 2,344,680**	**$ 3,237,880**	**$ 4,629,240**	**$ 1,332,660**	**$ 4,183,350**	**$ 18,142,630**	**$ 6,894,199**	**$ 25,036,829**	**$ 249,869**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 466,711	$ -	$ 154,250	$ 550,344	$ 1,671,972	$ 30,000	$ 111,708	$ 2,984,986	$ 1,134,295	$ 4,119,280	$ -
		Private		$ -	$ 278,883	$ -	$ -	$ -	$ -	$ -	$ 278,883	$ 105,975	$ 384,858	$ -
		MI ONSITE TOTAL		**$ 466,711**	**$ 278,883**	**$ 154,250**	**$ 550,344**	**$ 1,671,972**	**$ 30,000**	**$ 111,708**	**$ 3,263,868**	**$ 1,240,270**	**$ 4,504,138**	**$ -**
	PHASE 14 TOTAL		**100.2**	**$ 2,881,531**	**$ 278,883**	**$ 2,498,930**	**$ 3,788,224**	**$ 6,301,212**	**$ 1,362,660**	**$ 4,295,058**	**$ 21,406,498**	**$ 8,134,469**	**$ 29,540,968**	**$ 249,869**
Phase 15	ACTIVE ADULT - 55+	Public	78.9	$ 1,672,680	$ -	$ 2,051,400	$ 2,745,720	$ 5,956,950	$ 946,800	$ -	$ 13,373,550	$ 5,081,949	$ 18,455,499	$ 233,910
		Private		$ -	$ 946,800	$ -	$ -	$ -	$ -	$ 3,881,880	$ 4,828,680	$ 1,834,898	$ 6,663,578	$ 84,456
		ACTIVE ADULT TOTAL		**$ 1,672,680**	**$ 946,800**	**$ 2,051,400**	**$ 2,745,720**	**$ 5,956,950**	**$ 946,800**	**$ 3,881,880**	**$ 18,202,230**	**$ 6,916,847**	**$ 25,119,077**	**$ 318,366**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 494,979	$ -	$ 186,247	$ 245,198	$ 1,073,867	$ 18,000	$ 68,221	$ 2,086,512	$ 792,874	$ 2,879,386	$ -
		Private		$ -	$ 115,871	$ -	$ -	$ -	$ -	$ -	$ 115,871	$ 44,031	$ 159,902	$ -
		MI ONSITE TOTAL		**$ 494,979**	**$ 115,871**	**$ 186,247**	**$ 245,198**	**$ 1,073,867**	**$ 18,000**	**$ 68,221**	**$ 2,202,383**	**$ 836,906**	**$ 3,039,288**	**$ -**
	PHASE 15 TOTAL		**78.9**	**$ 2,167,659**	**$ 1,062,671**	**$ 2,237,647**	**$ 2,990,918**	**$ 7,030,817**	**$ 964,800**	**$ 3,950,101**	**$ 20,404,613**	**$ 7,753,753**	**$ 28,158,366**	**$ 318,366**

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PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT J-3
(MMD OVERALL CAPITAL IMPROVEMENTS)

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CLIENT
MINTO TEXAS LLC

PROJECT NUMBER: 010232001
DATE: 2025/11/13
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Phase 16	TRADITIONAL (MPC- Master Planned Community)	Public	79.3	$ 1,911,130	-	$ 1,855,620	$ 3,246,820	$ 3,663,660	$ 1,054,690	$ -	$ 11,731,920	$ 4,458,130	$ 16,190,050	$ 204,162
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 3,905,525	$ 3,905,525	$ 1,484,100	$ 5,389,625	$ 67,965
		TRADITIONAL TOTAL		**$ 1,911,130**	**$ -**	**$ 1,855,620**	**$ 3,246,820**	**$ 3,663,660**	**$ 1,054,690**	**$ 3,905,525**	**$ 15,637,445**	**$ 5,942,229**	**$ 21,579,674**	**$ 272,127**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 468,019	$ -	$ 145,068	$ -	$ -	$ -	$ -	$ 613,087	$ 232,973	$ 846,060	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 468,019**	**$ -**	**$ 145,068**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 613,087**	**$ 232,973**	**$ 846,060**	**$ -**
	PHASE 16 TOTAL		**79.3**	**$ 2,379,149**	**$ -**	**$ 2,000,688**	**$ 3,246,820**	**$ 3,663,660**	**$ 1,054,690**	**$ 3,905,525**	**$ 16,250,532**	**$ 6,175,202**	**$ 22,425,734**	**$ 272,127**
Phase 17	FLEX (MPC- Master Planned Community)	Public	134.7	$ 3,246,270	-	$ 3,151,980	$ 4,229,580	$ 6,223,140	$ 1,791,510	$ -	$ 18,642,480	$ 7,084,142	$ 25,726,622	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,623,725	$ 5,623,725	$ 2,137,016	$ 7,760,741	$ 57,615
		TRADITIONAL TOTAL		**$ 3,246,270**	**$ -**	**$ 3,151,980**	**$ 4,229,580**	**$ 6,223,140**	**$ 1,791,510**	**$ 5,623,725**	**$ 24,266,205**	**$ 9,221,158**	**$ 33,487,363**	**$ 248,607**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ -	$ -	$ 266,928	$ 337,956	$ 956,228	$ 24,000	$ 71,020	$ 1,656,132	$ 629,330	$ 2,285,462	$ -
		Private		$ -	$ 185,679	$ -	$ -	$ -	$ -	$ -	$ 185,679	$ 70,558	$ 256,237	$ -
		MI ONSITE TOTAL		**$ -**	**$ 185,679**	**$ 266,928**	**$ 337,956**	**$ 956,228**	**$ 24,000**	**$ 71,020**	**$ 1,841,811**	**$ 699,888**	**$ 2,541,699**	**$ -**
	PHASE 17 TOTAL		**134.7**	**$ 3,246,270**	**$ 185,679**	**$ 3,418,908**	**$ 4,567,536**	**$ 7,179,368**	**$ 1,815,510**	**$ 5,694,745**	**$ 26,108,016**	**$ 9,921,046**	**$ 36,029,062**	**$ 248,607**
Phase 18	MIXED USE (MPC- Master Planned Community)	Public	16.5	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 18 TOTAL		**16.5**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 19	FLEX (MPC- Master Planned Community)	Public	107.3	$ 2,585,930	-	$ 2,510,820	$ 3,369,220	$ 4,957,260	$ 1,427,090	$ -	$ 14,850,320	$ 5,643,122	$ 20,493,442	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,284,525	$ 5,284,525	$ 2,008,120	$ 7,292,645	$ 67,965
		TRADITIONAL TOTAL		**$ 2,585,930**	**$ -**	**$ 2,510,820**	**$ 3,369,220**	**$ 4,957,260**	**$ 1,427,090**	**$ 5,284,525**	**$ 20,134,845**	**$ 7,651,241**	**$ 27,786,086**	**$ 258,957**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 880,041	$ -	$ -	$ -	$ -	$ -	$ -	$ 880,041	$ 334,416	$ 1,214,456	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 880,041**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 880,041**	**$ 334,416**	**$ 1,214,456**	**$ -**
	PHASE 19 TOTAL		**107.3**	**$ 3,465,971**	**$ -**	**$ 2,510,820**	**$ 3,369,220**	**$ 4,957,260**	**$ 1,427,090**	**$ 5,284,525**	**$ 21,014,886**	**$ 7,985,657**	**$ 29,000,542**	**$ 258,957**
Phase 20	MULTI-FAMILY (MPC- Master Planned Community)	Public	14.6	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 20 TOTAL		**14.6**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 21	MIXED USE (MPC- Master Planned Community)	Public	5.0	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 21 TOTAL		**5.0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 22	MIXED USE (MPC- Master Planned Community)	Public	7.7	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 22 TOTAL		**7.7**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 23	MULTI-FAMILY (MPC- Master Planned Community)	Public	14.4	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 23 TOTAL		**14.4**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 24	MIXED USE (MPC- Master Planned Community)	Public	16.2	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 24 TOTAL		**16.2**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Phase 25	MIXED USE (MPC- Master Planned Community)	Public	15.0	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	PHASE 25 TOTAL		**15.0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

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TBPE #: F-20821

PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT J-3
(MMD OVERALL CAPITAL IMPROVEMENTS)

This is is supposed to be titled "MMD Overall Capital Improvements Summary".

CLIENT
MINTO TEXAS LLC

PROJECT NUMBER:
010232001

DATE:
2025/11/13

SHEET:

drawing1.dwg-amcdaniel-11/14/2025 6:45 AM

Phase 26	FLEX (MPC- Master Planned Community)	Public	106.1	$ 2,557,010	-	$ 2,482,740	$ 3,331,540	$ 4,901,820	$ 1,411,130	$ -	$ 14,684,240	$ 5,580,011	$ 20,264,251	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,225,425	$ 5,225,425	$ 1,985,662	$ 7,211,087	$ 67,965
		TRADITIONAL TOTAL		**$ 2,557,010**	**$ -**	**$ 2,482,740**	**$ 3,331,540**	**$ 4,901,820**	**$ 1,411,130**	**$ 5,225,425**	**$ 19,909,665**	**$ 7,565,673**	**$ 27,475,338**	**$ 258,957**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 436,108	$ -	$ -	$ -	$ -	$ -	$ -	$ 436,108	$ 165,721	$ 601,830	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 436,108**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 436,108**	**$ 165,721**	**$ 601,830**	**$ -**
	PHASE 26 TOTAL		**106.1**	**$ 2,993,118**	**$ -**	**$ 2,482,740**	**$ 3,331,540**	**$ 4,901,820**	**$ 1,411,130**	**$ 5,225,425**	**$ 20,345,773**	**$ 7,731,394**	**$ 28,077,167**	**$ 258,957**
Phase 27	FLEX (MPC- Master Planned Community)	Public	122.0	$ 2,940,200	-	$ 2,854,800	$ 3,830,800	$ 5,636,400	$ 1,622,600	$ -	$ 16,884,800	$ 6,416,224	$ 23,301,024	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 5,093,500	$ 5,093,500	$ 1,935,530	$ 7,029,030	$ 57,615
		TRADITIONAL TOTAL		**$ 2,940,200**	**$ -**	**$ 2,854,800**	**$ 3,830,800**	**$ 5,636,400**	**$ 1,622,600**	**$ 5,093,500**	**$ 21,978,300**	**$ 8,351,754**	**$ 30,330,054**	**$ 248,607**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 537,822	$ -	$ 284,128	$ 984,349	$ 2,894,219	$ 48,000	$ 214,077	$ 4,962,594	$ 1,885,786	$ 6,848,380	$ -
		Private		$ -	$ 441,406	$ -	$ -	$ -	$ -	$ -	$ 441,406	$ 167,734	$ 609,140	$ -
		MI ONSITE TOTAL		**$ 537,822**	**$ 441,406**	**$ 284,128**	**$ 984,349**	**$ 2,894,219**	**$ 48,000**	**$ 214,077**	**$ 5,404,000**	**$ 2,053,520**	**$ 7,457,520**	**$ -**
	PHASE 27 TOTAL		**122.0**	**$ 3,478,022**	**$ 441,406**	**$ 3,138,928**	**$ 4,815,149**	**$ 8,530,619**	**$ 1,670,600**	**$ 5,307,577**	**$ 27,382,300**	**$ 10,405,274**	**$ 37,787,574**	**$ 248,607**
Phase 28	FLEX (MPC- Master Planned Community)	Public	115.8	$ 2,790,780	-	$ 2,709,720	$ 3,636,120	$ 5,349,960	$ 1,540,140	$ -	$ 16,026,720	$ 6,090,154	$ 22,116,874	$ 190,992
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 4,834,650	$ 4,834,650	$ 1,837,167	$ 6,671,817	$ 57,615
		TRADITIONAL TOTAL		**$ 2,790,780**	**$ -**	**$ 2,709,720**	**$ 3,636,120**	**$ 5,349,960**	**$ 1,540,140**	**$ 4,834,650**	**$ 20,861,370**	**$ 7,927,321**	**$ 28,788,691**	**$ 248,607**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 395,642	$ -	$ -	$ -	$ -	$ -	$ -	$ 395,642	$ 150,344	$ 545,986	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 395,642**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 395,642**	**$ 150,344**	**$ 545,986**	**$ -**
	PHASE 28 TOTAL		**115.8**	**$ 3,186,422**	**$ -**	**$ 2,709,720**	**$ 3,636,120**	**$ 5,349,960**	**$ 1,540,140**	**$ 4,834,650**	**$ 21,257,012**	**$ 8,077,665**	**$ 29,334,676**	**$ 248,607**
Phase 29	FLEX (MPC- Master Planned Community)	Public	160.4	$ 3,865,640	-	$ 3,753,360	$ 6,574,560	$ 7,410,480	$ 2,133,320	$ -	$ 23,737,360	$ 9,020,197	$ 32,757,557	$ 204,224
		Private		$ -	-	$ -	$ -	$ -	$ -	$ 7,899,700	$ 7,899,700	$ 3,001,886	$ 10,901,586	$ 67,965
		TRADITIONAL TOTAL		**$ 3,865,640**	**$ -**	**$ 3,753,360**	**$ 6,574,560**	**$ 7,410,480**	**$ 2,133,320**	**$ 7,899,700**	**$ 31,637,060**	**$ 12,022,083**	**$ 43,659,143**	**$ 272,189**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ -	$ -	$ 1,136,210	$ -	$ -	$ -	$ -	$ 1,136,210	$ 431,760	$ 1,567,969	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ -**	**$ -**	**$ 1,136,210**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,136,210**	**$ 431,760**	**$ 1,567,969**	**$ -**
	PHASE 29 TOTAL		**160.4**	**$ 3,865,640**	**$ -**	**$ 4,889,570**	**$ 6,574,560**	**$ 7,410,480**	**$ 2,133,320**	**$ 7,899,700**	**$ 32,773,270**	**$ 12,453,842**	**$ 45,227,112**	**$ 272,189**
Phase 30	SCHOOL (MPC- Master Planned Community)	Public	-	$ -	-	$ -	$ 193,600	$ -	$ -	$ -	$ 193,600	$ 73,568	$ 267,168	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ 193,600**	**$ -**	**$ -**	**$ -**	**$ 193,600**	**$ 73,568**	**$ 267,168**	**$ -**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 214,902	$ -	$ 161,526	$ -	$ -	$ -	$ -	$ 376,428	$ 143,043	$ 519,471	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 214,902**	**$ -**	**$ 161,526**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 376,428**	**$ 143,043**	**$ 519,471**	**$ -**
	PHASE 30 TOTAL		**-**	**$ 214,902**	**$ -**	**$ 161,526**	**$ 193,600**	**$ -**	**$ -**	**$ -**	**$ 570,028**	**$ 216,611**	**$ 786,639**	**$ -**
Phase 31	MIXED USE (MPC- Master Planned Community)	Public	-	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Private		$ -	-	$ -	$ -	$ -	$ -	$ -	$ 34,848	$ -	$ 34,848	$ -
		TRADITIONAL TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 34,848**	**$ -**	**$ 34,848**	**$ -**
	ONSITE (MASTER INFRASTRUCTURE)	Public	-	$ 288,777	$ -	$ -	$ -	$ -	$ -	$ -	$ 288,777	$ 109,735	$ 398,512	$ -
		Private		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		MI ONSITE TOTAL		**$ 288,777**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 288,777**	**$ 109,735**	**$ 398,512**	**$ -**
	PHASE 31 TOTAL		**-**	**$ 288,777**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 288,777**	**$ 109,735**	**$ 398,512**	**$ -**

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TBPE #: F-20821

PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT J-3
(MMD OVERALL CAPITAL IMPROVEMENTS)

This is is supposed to be titled "MMD Overall Capital Improvements Summary".

CLIENT
MINTO TEXAS LLC

PROJECT NUMBER: 010232001
DATE: 2025/11/13
SHEET:

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The proposed language is inconsistent with consensus reached at the 1/5/2026 work session wherein a modified “4-2” version of the current Waxahachie Standard was agreed to, as written below.

•No single building elevation shall be duplicated within four (4) lots in either direction on the same blockface. Elevations may not be duplicated on any lot or tract directly across a street or within two (2) lots in either direction.

Revise the text and graphics accordingly.

Anti-Monotony Guidelines

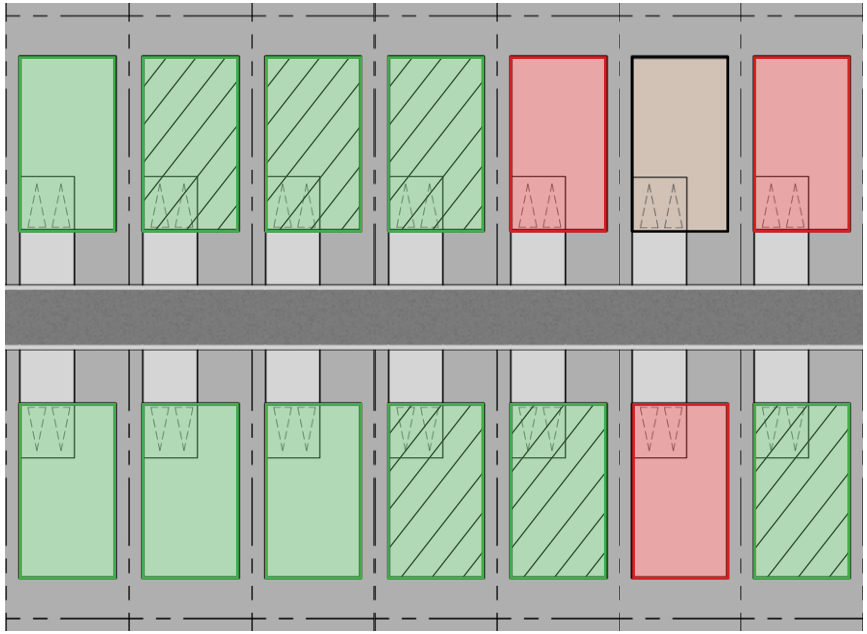
Adjacency Repetition:

- No two homes/buildings located on immediately adjacent lots or directly across the street from one another shall utilize the same exterior color scheme, regardless of floor plan or elevation.
- No two homes/buildings with the same elevation shall be constructed on immediately adjacent lots along the same blockface or directly across a public street from another home/building with the same elevation.

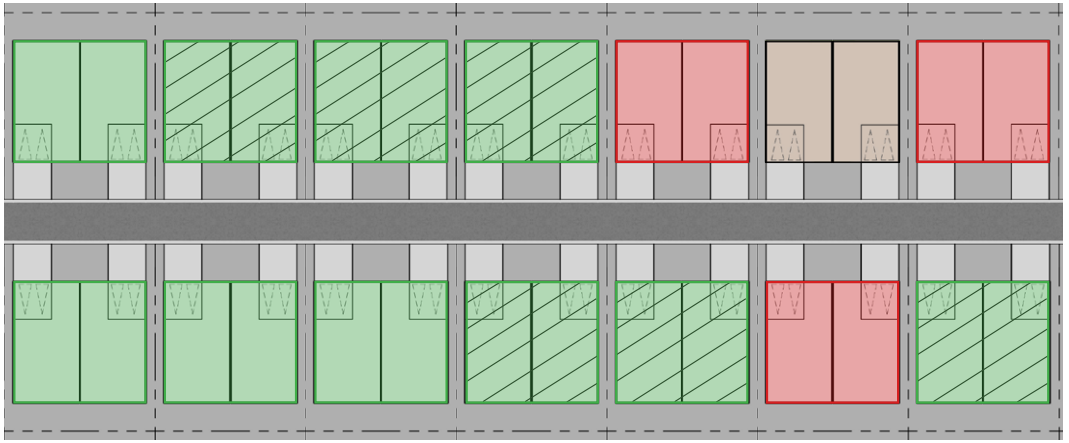
Blockface Repetition of Elevations:

- Whenever a home/building elevation appears more than once on a blockface, repeated elevations shall utilize different approved Color Tiers, unless the repeated elevations are separated by at least four (4) lots in either direction along the same blockface or by at least two (2) lots in either direction directly across a public street. Where the separation described above is provided, the same elevation / Color Tier combination may be repeated.

Single Family Detached



Single Family Attached



Note: For attached residential development, only street-facing buildings fronting a public street shall be included in blockface calculations and subject to the elevation repetition and Color Tier standards of this Section. Buildings or units that are internal to a block, front a private mews, court, alley, or internal drive, or do not present a primary façade to a public street shall be excluded.

Subject Lot: (i.e. Subject Elevation + Subject Color Tier)
Repeated Subject Elevation Allowed
Repeated Subject Elevation Not Allowed
Repeated Subject Elevation with Subject Color Tier Not Allowed

EXHIBIT P

IMPACT FEE FRAMEWORK

Below is the framework contemplated for Impact Fee Credits.

Developer Constructed Projects

- Projects constructed by the Developer and are included in the calculation of the City's impact fee at the time of construction of the applicable project shall be eligible for impact fee credits in the amount of the Capital Improvements Costs expended on such project. Such projects shall also be eligible for reimbursements from MMD Bond Proceeds

- Projects constructed by the Developer which are not included in the calculation of the City's impact fee at the time of construction of the applicable project shall be eligible for ~~impact fee credits in the amount of the Capital Improvements Costs expended on such project or~~ reimbursement from MMD Bond Proceeds but not both.

- Offsite Roadway Improvements required by the City shall be eligible for Impact Fee Credits pursuant to Section 395.023 of the Texas Local Government Code for use against impact fees generated on the Property regardless of the location of the service area where the improvements were constructed.

- Any contribution payments to future roadway construction pursuant to this agreement shall be eligible for Impact Fee Credits pursuant to Section 395.023 of the Texas Local Government Code for use against impact fees generated on the Property regardless of the location of the service area where the improvements were constructed.

Commented [KZ42]: If the projects are not included in the impact fee report, then the developer is not eligible for impact fee credits, only reimbursable thru MMD. – Kumar Gali

Commented [KZ43]: Per Terry response at the workshop, only projects in the impact fee report can get impact fee credit. The Impact Fee Report will need to be updated to include all Capital Improvement Projects. – James Gaertner

Language in this section must be revised to clearly state that only improvements that are on the Impact Fee Report may be eligible for Impact Fee Credits. Improvements not on the Impact Fee Report are not eligible for Impact Fee Credits, only reimbursement through MMD Bonds.

The Impact Fee Report may be updated in the future to include additional improvements. – James Gaertner

(8)

Memorandum

To: Honorable Mayor and City Council

From: Trenton Robertson, Senior Director of Planning

Thru: Ricky Boyd, Interim City Manager

Date: January 26, 2026

Re: Consider Annexation Agreements for UPH & Walton Tracts

Recommended Motions:
If considering approval: "I move to approve Annexation Agreements with Presbyterian Children's Homes and Services and Walton Texas LP for the annexation of approximately 206.72 acres."

If considering denial: "I move to deny Annexation Agreements with Presbyterian Children's Homes and Services and Walton Texas LP for the annexation of approximately 206.72 acres."

Item Description: Consider approving annexation agreements with Presbyterian Children's Homes and Services and Walton Texas LP for approximately 206.72 acres near Brookside Road.

Item Summary: Representatives Minto Communities have submitted requests for Annexation Agreements with the City for portions of Presbyterian Children's Homes and Services and Walton Texas LP properties that fall within the Kemp Tract PD proposal (ZDC-232-2024).

Fiscal Impact: The Annexation is contingent upon the approval of the Kemp Tract MMD & Development Agreement. If approved, the City will be impacted by the obligations of the Kemp Tract MMD & Development Agreement along with the obligation to provide municipal services to the annexed area.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return To:
City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165

ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF WAXAHACHIE, TEXAS, a home-rule municipality ("Waxahachie" or "City"), and PRESBYTERIAN CHILDREN'S HOMES AND SERVICES, a Texas non-profit corporation (including its permitted successors and assigns, "Owner"). Waxahachie and Owner are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Owner owns approximately 204.94± acres, situated in the Elijah Bellow Survey, Abstract Number 10, Ellis County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"), which the parties agree is located wholly within Waxahachie's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, Owner and Minto Communities Texas, LLC, a Florida limited liability company ("Developer") are parties to a purchase agreement providing for the sale of the Property to Developer (as modified or amended from time to time, the "Purchase Agreement"); and

WHEREAS, a condition to the effective date for an annexation ordinance annexing the Property into the City is the conveyance of the Property from Owner to Developer ("Closing"); and

WHEREAS, this Agreement will be assigned by Owner to Developer at Closing; and

WHEREAS, Developer proposes to develop or have the Property developed with a mixed-use development as further detailed herein; and

WHEREAS, Owner has asked Waxahachie to consider a voluntary annexation of all of the Property into the corporate limits of Waxahachie subject to Closing and pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code ("Subchapter C-3") and the terms of this Agreement, on the condition that Waxahachie agrees Owner is entitled to develop and use the Property as described herein before and after annexation and Owner is also entitled to continue to use the Property before and after annexation for the purposes it is currently being used by Owner as of the date hereof (collectively, the "Current Use"); and

WHEREAS, Owner acknowledges and agrees that in submitting a voluntary request for annexation of the Property, Owner has fully investigated and is aware of the rights, duties and obligations that will apply to Owner and its permitted successors and assigns, as applicable, as

owner of the Property, in the event that the Waxahachie City Council adopts an ordinance annexing the Property into the corporate limits of Waxahachie (the "Annexation Ordinance") pursuant to this Agreement; and

WHEREAS, as further described and subject to the terms of this Agreement, after the Effective Date (hereinafter defined), Owner consents to Waxahachie's full purpose annexation of the Property subject to Closing and in accordance with the terms of this Agreement and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties acknowledge and agree that this Agreement was approved by the City Council and fully executed by the parties while the Property was located in Waxahachie's ETJ; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code ("Section 212.172"), Waxahachie is authorized to make a written contract with an owner of land that is located in the ETJ for the purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172, for the purposes set forth in that section and pursuant to Subchapter C-3; and

WHEREAS, Waxahachie has investigated and determined that it would be advantageous and beneficial to Waxahachie and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Waxahachie and Owner agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.

2. Land Subject to Agreement. The land that is subject to this Agreement is the Property.

3. Use and Development of Property.

   (a) Pursuant to Section 212.172, except as otherwise provided in this Agreement, the use and development of the Property from and after the Effective Date shall conform to all Waxahachie ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, or as modified and set forth herein relating to or affecting the development and use of the Property ("Waxahachie Regulations"), notwithstanding the Property's location in Waxahachie's ETJ, if applicable. Provided, however, in the event the Purchase Agreement is terminated, the Property shall not be subject to the Waxahachie Regulations except as otherwise applicable to a property in Waxahachie's ETJ not subject to an agreement under Section 212.172.

(b) The parties agree that during the Term (defined herein) of this Agreement, Waxahachie's Zoning Ordinance, Ordinance No. 3020 as it exists on the Effective Date of this Agreement (hereinafter defined) ("Zoning Ordinance"), shall apply to the Property, subject to and as amended by the terms of this Agreement (including the proposed concept plan shown on Exhibit B and the proposed development standards shown on Exhibit C herein) (collectively, the "Development Regulations") and that the land uses and development regulations set forth in Exhibits B and C shall apply to the Property before and after annexation. Provided, however, in the event the Purchase Agreement is terminated, the Property shall not be subject to the Development Regulations except as otherwise applicable to a property in Waxahachie's ETJ not subject to an agreement under Section 212.172.

(c) In the event of a conflict between the terms of this Agreement (including Exhibit B and Exhibit C) and any provision of the Waxahachie Regulations or Zoning Ordinance, the terms of this Agreement (including Exhibit B and Exhibit C) shall control.

(d) Owner acknowledges and agrees that except as otherwise provided herein, Waxahachie is authorized to enforce all of Waxahachie's Regulations and planning and zoning authority that exist as of the Effective Date and do not interfere with the Development Regulations or the use of the Property in accordance with the Development Regulations, in the same manner the regulations are enforced within Waxahachie's corporate limits pursuant to Section 212.172(b)(3) of the Texas Local Government Code. Provided, however, in the event the Purchase Agreement is terminated, Waxahachie is not authorized to enforce any of the Waxahachie's Regulations and planning and zoning authority except as otherwise applicable to a property in Waxahachie's ETJ not subject to an agreement under Section 212.172.

(e) Owner agrees to obtain permits and inspections from Waxahachie, and except as otherwise provided herein, pay all related fees and costs to Waxahachie. Provided, however, in the event the Purchase Agreement is terminated, Owner shall not be obligated to obtain permits and inspections from Waxahachie except as otherwise applicable to a property in Waxahachie's ETJ not subject to an agreement under Section 212.172.

(f) Notwithstanding anything in this Agreement to the contrary, in addition to the land uses and development regulations set forth in Exhibits B and C, (i) on and after the Effective Date, Owner shall have the right to use the Property for the Current Use; and (ii) nothing contained herein shall restrict, prevent, impair or otherwise affect Owner's right to use the Property, before or after annexation, for the Current Use.

4. Annexation Application.

(a) The parties acknowledge and agree that this Agreement constitutes a conditional petition for the voluntary annexation of the Property pursuant to Subchapter C-3 and subject to Closing and the conditions set forth herein. In the event the Purchase Agreement is terminated, Owner may elect, in its sole discretion, to have this

Agreement withdrawn by written notice to Waxahachie electing to terminate this Agreement, in which case such petition and this Agreement shall be of no force or effect.

(b) Within fourteen (14) business days after Closing, Developer shall execute and deliver to Waxahachie the Annexation Service Plan Agreement in substantially the same form as the agreement attached hereto as Exhibit F ("ASPA") provided, however, all references to City's regulations, standards and practices in said Exhibit "F" are subject to modifications made in this Agreement. Notwithstanding anything to the contrary, if Closing does not occur by April 6, 2026, then Owner may elect, in its sole discretion, to terminate this Agreement immediately upon written notice to Waxahachie, in which case this Agreement shall be of no force or effect.

(c) Waxahachie agrees to initiate annexation of the Property within (30) days of the submission of the fully executed version of the ASPA after Closing. Provided, if the Waxahachie City Council fails to properly initiate annexation of the Property within 30 days of submission by Developer of the ASPA after Closing, Waxahachie agrees Developer may, in its sole discretion, elect to terminate this Agreement immediately upon written notice to Waxahachie, in which case this Agreement shall be of no force or effect.

(d) In the event Owner terminates this Agreement pursuant to Sections 4 (a), (b) or (c), then (i) this Agreement shall be null and void and of no further force or effect; (ii) Waxahachie and Owner will execute a release in recordable form acknowledging the release of all obligations under this Agreement; and (iii) Owner will be under no obligation to continue the voluntary annexation process.

(e) If Owner does not elect to terminate this Agreement pursuant to Sections 4(a), (b) or (c) within thirty (30) days after the occurrence of the applicable termination event, this Agreement shall continue in full force and effect and the parties will work in good faith to amend the deadlines for execution of the ASPA and annexation of the Property, if needed.

5. Zoning after Annexation.

(a) An application to zone the Property has been submitted on behalf of the Owner and has been considered by the City's Planning and Zoning Commission and City Council ("Zoning Application"). An ordinance approving zoning on the Property will not be effective until after the effective date of Annexation Ordinance.

(b) The parties agree that the Zoning Application requests approval of a Planned Development (PD) District consistent with and based on the site plan attached hereto as Exhibit B and the proposed development standards described in Exhibit C, respectively (as to be evidenced by a final ordinance duly approved by the Waxahachie City Council, "Zoning Approval").

(c) Regardless of how the Waxahachie City Council zones the Property, and notwithstanding anything to the contrary in the Zoning Ordinance, the Property shall be governed by and may be used and developed in accordance with the Development Regulations and all other terms of this Agreement at all times during the Term of this Agreement.

(d) All applicable Waxahachie ordinance requirements that reference the Zoning Ordinance or compliance with zoning regulations or Waxahachie's comprehensive plan shall be interpreted to mean compliance with the Development Regulations.

(e) In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control.

(f) This Agreement does not, however, in any way guarantee that the Waxahachie City Council, after exercising its legislative discretion, will grant the particular zoning requested in the Zoning Application or otherwise and the parties agree and acknowledge that Waxahachie and its City Council members, Planning and Zoning Commission members, officers, employees and agents shall have no liability under this Agreement or otherwise should the Planning and Zoning Commission and/or the City Council deny the particular zoning requested in the Zoning Application or otherwise.

6. Other Development Matters.

(a) Design Requirements Effective after Closing:

(i) Owner consents to complying with the standards for building products and materials and aesthetic methods, as referenced in Exhibit D, attached hereto and incorporated herein for all purposes and as amended by mutual agreement of the Owner and Waxahachie (collectively, "Design Requirements"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Owner desires or intends or not.

(ii) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Owner shall not use or install, or permit the use or installation of, any building product or material that does not comply with Design Requirements, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code as it exists on the date of this Agreement ("Chapter 3000"). Owner's obligation under this section as to any lot or tract of land terminates upon conveyance of said lot or tract of land.

7. Term. This Agreement is an agreement authorized by Section 212.172. Unless earlier terminated in accordance with the terms herein, the term of this Agreement shall be forty-

five (45) years from the Effective Date ("Term"). The Term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Waxahachie.

8. Termination.

(a) This Agreement may be terminated and shall be null and void and of no further force or effect, as follows:

i. By either party following an event of default that is not cured within thirty (30) days in accordance with Section 9;
ii. By mutual written consent of the City and Owner;
iii. By either party in the event the Purchase Agreement is terminated; or
iv. By either party if Owner has not closed by April 6, 2025.

(b) In the event of termination as provided for in Section 4 or this Section 8, Waxahachie and Owner will execute a release in recordable form acknowledging release of all obligations, such release not to be unreasonably withheld, conditioned, or delayed.

9. Default. If either party defaults in complying with the terms and conditions of this Agreement, and such failure is not cured within thirty (30) days after the non-defaulting party sends written notice of such default to the defaulting party, then the non-defaulting party may seek any remedy permitted under law including, but not limited to specific performance of this Agreement.; provided, notwithstanding anything herein to the contrary, prior to Closing, the non-defaulting party's sole and exclusive remedy for a default hereunder is to terminate this Agreement by providing written notice thereof to the defaulting party.

10. Covenant Running with the Land. Subject to the limitations set forth herein and under Section 212.172(f) of the Texas Local Government Code, this Agreement shall be a covenant running with the land and the Property and shall be binding upon the parties hereto and each subsequent owner of the Property. The parties shall cause this Agreement to be filed in the Real Property Records of Ellis County, Texas. Owner represents and warrants as of the Effective Date that there are no recorded liens, attachments or other encumbrances that prohibit Owner from entering this Agreement. If such a condition does exist as of the Effective Date, however, Owner shall obtain a signature with acknowledgment from the holder of such recorded lien, attachment or encumbrance consenting to the recording of this Agreement. Notwithstanding the foregoing, and pursuant to Section 212.172(f) of the Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the development, except for Sections 5 and 6, which shall be applicable to owners of lots under an approved final plat.

12. Limitations of Agreement. Waxahachie ordinances covering property taxes, land use, zoning, utility rates, permit fees, inspection fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement, except as expressly set forth herein.

Additionally, development agreements among Waxahachie, Owner, and developers of the property covering utility rates, permit fees, inspection fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to Waxahachie under any ordinance, whether now existing or in the future arising, except as expressly set forth herein.

13. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing delivery to the addressee thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Waxahachie, addressed to it at:

City of Waxahachie
Attn: City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165
Email: _____

With a copy to:

Terrence S. Welch
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

If to Owner, addressed to it at:

Presbyterian Children's Homes and Services
5920 W. William Cannon Drive
Bldg. 3, Suite 100
Austin, Texas 78749
Attn: David Thompson
Email: david.thompson@pchas.org

With a copy to:

Higier Allen & Lautin, P.C.
2711 N. Haskell Ave., Suite 2400
Dallas, Texas 75204

Attn: Stefan Zane

If to Developer, addressed to it at:

Mr. Theodore Neuweiler
Division President Acquisitions & Development
Minto Communities Texas, LLC
4042 Park Oaks Blvd, #450
Tampa, FL 33610

With copy to:

Jackson Walker, L.L.P.
2323 Ross Avenue, Suite 600
Dallas, Texas 75201
Attn: William S. Dahlstrom

14. Vested Rights/Chapter 245 Waiver. Pursuant to Section 212.172 this agreement constitutes a "permit" as defined in Chapter 245 of the Texas Local Government Code.

15. Attorney's Fees. If any party files any action or brings any proceeding against another party arising from this Agreement, then the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

16. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

17. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

18. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Ellis County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Ellis County, Texas.

19. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

20. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

21. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). The parties agree that the performance of the parties under this Agreement is authorized by Section 212.172. Notwithstanding anything to the contrary, Developer is signing this Agreement solely to acknowledge its terms. Minto is not a party to the Agreement and has no duties, obligations, or liabilities to the City or Owner hereunder unless and until Developer and Owner execute a written assignment and assumption that complies with the Agreement's assignment provisions and, if required, is approved or acknowledged in writing by the City. Until such an assignment is fully executed (and, if applicable, approved or acknowledged), the Agreement is not binding on Developer and is not enforceable against Developer.

22. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

23. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

24. No Third-Party Beneficiaries. Developer is an intended third-party beneficiary of this Agreement. Notwithstanding anything to the contrary in this Agreement, so long as (and only if) the Purchase Agreement has not terminated, this Agreement may not be terminated or amended without the prior written consent of Developer (except that Owner may terminate this Agreement, in Owner's sole discretion, without any consent of Developer, in the event that the City has not cured a default by the City hereunder after the expiration of any applicable notice and/or cure period). Except as expressly provided in this Section 24 with respect to Developer, nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

25. Assignment/Binding Effect.

(a) This Agreement is assignable, in whole or in part, without the consent of Waxahachie, but upon written notice to Waxahachie to a person or entity that (i) is providing financing for acquisition of the Property; (ii) is or will become an owner of all or a portion of the Property; including but not limited to contemplated assignments to Developer; (iii) is an affiliate of Owner; or (iv) with respect to assignment of the maintenance obligations in Section 6(a) herein, is a homeowners association or property owners association for all or a portion of the Property. Notwithstanding anything herein to the contrary, effective immediately upon any assignment in accordance with the preceding sentence, Owner shall not have any duties, obligations or liabilities hereunder (including any duties, obligations or liabilities accruing or arising on, prior to or after such assignment except obligations and liabilities resulting from Owner's affirmative acts prior to Closing that (i) were not taken by Owner at the request, or with the approval, of Developer or its any of its assignees or (ii) are not expressly contemplated by this Agreement to be taken by Owner) and the assignee under such assignment shall be liable on and after the date of such assignment for any and all duties, obligations and liabilities hereunder of Owner (including any duties, obligations and liabilities accruing or arising on, prior to or after such assignment except obligations and liabilities resulting from Owner's affirmative acts prior to Closing that (i) were not taken by Owner at the request, or with the approval, of Developer or any of its assignees or (ii) are not expressly contemplated by this Agreement to be taken by Owner) (the provisions of this sentence are collectively referred to herein as the "Limitation on Liability After Assignment Provisions"). Except as provided herein, this Agreement shall not be assignable without the prior consent of Waxahachie, which shall not be unreasonably withheld or delayed. Any assignment of this Agreement is subject to the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

(i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), in a form substantially similar to the form attached hereto as Exhibit E and incorporated herein by reference;

(ii) Owner will file any executed Assignment in the Real Property Records of Ellis County, Texas; and

(iv) Owner shall promptly provide Waxahachie with a file-marked copy of the Assignment after filing the same, and until Waxahachie receives said file-marked copy of the Assignment as provided herein, Waxahachie shall not be obligated to recognize said Assignment.

(b) This Agreement shall be binding upon and inure to the benefit of Waxahachie and Owner and their respective successors-in-interest.

(c) Except for the Limitation on Liability after Assignment Provisions, the provisions of this Section 25 shall in no way modify, alter, amend, reduce or waive the provision above titled "Covenant Running with the Land" or its effectiveness. In

the event there is a conflict between this Section 25 and the Covenant Running with the Land provision, the Covenant Running with the Land provision shall control and govern except that it shall not control or govern over the Limitation on Liability After Assignment Provisions.

(d) A permitted assignee shall be considered a "party" and "Owner" for purposes of the rights, title, interest and obligations assigned to such assignee.

27. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

28. Immunity. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Agreement is subject to Section 212.172 of the Texas Local Government Code, which provides for a limited waiver of immunity from suit for the purpose of adjudicating a claim for breach of contract, and limits the remedies and damages available as set forth therein. Except as expressly provided in Section 212.172, it is expressly understood and agreed that, in the execution and performance of this Agreement, Waxahachie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

29. Reference to Waxahachie. When referring to "Waxahachie" herein, this Agreement shall refer to and be binding upon Waxahachie and Waxahachie's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Waxahachie is legally responsible.

30. Reference to Owner. When referring to "Owner" herein, this Agreement shall refer to and be binding upon Owner and its successors and assignees.

31. Force Majeure. Each party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) 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.

32. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective upon the date that it has been executed by all parties (the "Effective Date").

CITY OF WAXAHACHIE, TEXAS,
a home-rule municipality

By: _____
Ricky Boyd, City Manager
Date: _____

Attested to by:

_____
Amber Villarreal, City Secretary

STATE OF TEXAS §
§
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ricky Boyd, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the Interim City Manager and duly authorized representative for the CITY OF WAXAHACHIE, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2026.

_____
Notary Public, State of Texas
My Commission Expires:_____

OWNER:

PRESBYTERIAN CHILDREN'S HOMES AND SERVICES, a Texas non-profit corporation

By: _____
Name: David Thompson
Title: President

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared David Thompson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative for PRESBYTERIAN CHILDREN'S HOMES AND SERVICES, a Texas non-profit corporation, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2026.

_____
Notary Public, State of Texas
My Commission Expires:_____

DEVELOPER:

Minto Communities Texas, LLC
a Texas limited liability company

By: _____
Name: Theodore Neuweiler
Title: Division President Acquisitions and Development

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2026 by [_____], [_____] of [_____], a [_____] [_____], as the [_____] of [_____], a [_____] [_____], on behalf of said entity.

_____
Notary Public in and for the State of Texas

[SEAL]

Exhibit A
Legal Description and Depiction of the Property

PROPERTY DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE JONATHAN E. PRINCE SURVEY, ABSTRACT NO. 845, THE ELIJAH BELLOW SURVEY, ABSTRACT NO. 101, AND THE JOHN BARKER SURVEY, ABSTRACT NO. 40, AND BEING ALL OF A CALLED 5.61 ACRE TRACT, AND ALL OF A CALLED 60 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS, RECORDED IN VOLUME 532, PAGE 404, DEED RECORDS OF ELLIS COUNTY, TEXAS, (D.R.E.C.T.) AND ALL OF A CALLED 130 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS, RECORDED IN VOLUME 460, PAGE 200, D.R.E.C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND WITH PLASTIC CAP STAMPED "GOODWIN/MARSHALL" IN THE SOUTH LINE OF SAID 130 ACRE TRACT, BEING AT THE NORTHWEST CORNER OF A CALLED 202.85 ACRE TRACT OF LAND DESCRIBED AS (TRACT I), DESCRIBED IN THE DEED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS, RECORDED IN VOLUME 460, PAGE 205, D.R.E.C.T., AND IN THE LINE OF A CALLED 1040.641 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WALTON TEXAS, LP, RECORDED IN DOCUMENT NO. 1532148, OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (O.P.R.E.C.T.);

THENCE SOUTH 59°31'31" WEST, ALONG THE SOUTH LINE OF SAID 130 ACRE TRACT AND THE 60 ACRE TRACT, WITH THE EAST LINE OF SAID 1040.641 ACRE TRACT A DISTANCE OF 2072.19 FEET TO An IRON ROD FOUND WITH PLASTIC CAP STAMPED "GOODWIN/MARSHALL" AT THE SOUTH CORNER OF SAID 60 ACRE TRACT;

THENCE WITH THE WEST LINE OF SAID 60 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 1040.641 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 30°18'48" WEST, A DISTANCE OF 638.37 FEET TO A 1/2-INCH IRON ROD FOUND;
2. NORTH 58°20'45" EAST, A DISTANCE OF 16.72 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTH CORNER OF SAID 5.61 ACRE TRACT;

THENCE NORTH 30°48'36" WEST, WITH THE WEST LINE OF SAID 5.61 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 1040.641 ACRE TRACT, A DISTANCE OF 982.86 FEET TO A 1/2-INCH IRON ROD FOUND (LEANING) FOR THE NORTHWEST CORNER OF SAID 5.61 ACRE TRACT;

THENCE NORTH 58°40'31" EAST, WITH THE NORTH LINE OF SAID 5.61 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 1040.641 ACRE TRACT, A DISTANCE OF 477.61 FEET TO 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 5.61 ACRE TRACT, IN THE WEST LINE OF SAID 60 ACRE TRACT;

THENCE WITH THE NORTH LINE OF SAID 60 ACRE TRACT AND SAID 130 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 1040.641 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 01°10'36" WEST, A DISTANCE OF 541.89 FEET TO A 1/2-INCH IRON ROD FOUND;
2. NORTH 89°21'45" EAST, A DISTANCE OF 1029.08 FEET TO A 1/2-INCH IRON ROD FOUND;
3. SOUTH 38°43'48" EAST, A DISTANCE OF 107.42 FEET TO A CALCULATED POINT;
4. NORTH 42°04'30" EAST, A DISTANCE OF 51.17 FEET TO A CALCULATED POINT;
5. NORTH 30°56'25" EAST, A DISTANCE OF 58.07 FEET TO A CALCULATED POINT;
6. NORTH 43°48'41" EAST, A DISTANCE OF 90.14 FEET TO A CALCULATED POINT;
7. NORTH 28°22'36" EAST, A DISTANCE OF 81.54 FEET TO A CALCULATED POINT;
8. NORTH 02°00'29" WEST, A DISTANCE OF 50.84 FEET TO A CALCULATED POINT;
9. NORTH 68°21'07" EAST, A DISTANCE OF 53.68 FEET TO A CALCULATED POINT;
10. NORTH 89°39'50" EAST, A DISTANCE OF 77.27 FEET TO A CALCULATED POINT;
11. NORTH 35°47'57" EAST, A DISTANCE OF 116.41 FEET TO A CALCULATED POINT;
12. NORTH 49°21'23" EAST, A DISTANCE OF 117.41 FEET TO A CALCULATED POINT;
13. NORTH 05°47'20" EAST, A DISTANCE OF 127.58 FEET TO A CALCULATED POINT;
14. NORTH 12°28'21" EAST, A DISTANCE OF 44.62 FEET TO A CALCULATED POINT;
15. NORTH 01°04'31" EAST, A DISTANCE OF 39.20 FEET TO A CALCULATED POINT;
16. NORTH 50°57'40" EAST, A DISTANCE OF 18.98 FEET TO A CALCULATED POINT;

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ENGINEERING & DESIGN
3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
TBPE #: F-20821 TBPELS #: 10194934

BEING 204.940 ACRES SITUATED IN THE E. BELLOW SURVEY, ABSTRACT NO. 101, & THE J. BARKER SURVEY, ABSTRACT NO 40 ELLIS COUNTY, TEXAS

PROJECT NO.	DATE	DRAWN BY	REVIEW BY	SCALE	SHEET
010232001	10/14/2025	GBS	JWH/RGM	1" = 1000'	3 OF 4

REVISION	DATE	DESCRIPTION
1.		
2.		

17. NORTH 01°57'52" EAST, A DISTANCE OF 24.29 FEET TO A CALCULATED POINT;
18. NORTH 27°26'26" EAST, A DISTANCE OF 90.39 FEET TO A CALCULATED POINT;
19. NORTH 55°28'01" EAST, A DISTANCE OF 44.05 FEET TO A CALCULATED POINT;
20. SOUTH 41°30'31" EAST, A DISTANCE OF 25.95 FEET TO A CALCULATED POINT;
21. NORTH 76°04'07" EAST, A DISTANCE OF 43.91 FEET TO A CALCULATED POINT;
22. SOUTH 73°07'22" EAST, A DISTANCE OF 17.27 FEET TO A CALCULATED POINT;
23. NORTH 86°18'38" EAST, A DISTANCE OF 59.00 FEET TO A CALCULATED POINT;
24. NORTH 56°03'18" EAST, A DISTANCE OF 17.43 FEET TO A CALCULATED POINT;
25. NORTH 12°25'02" EAST, A DISTANCE OF 866.18 FEET TO A CALCULATED POINT;

THENCE SOUTH 89°05'10" EAST, A DISTANCE OF 725.17 FEET TO A CALCULATED POINT;

THENCE SOUTH 88°23'37" EAST, A DISTANCE OF 306.97 FEET TO A CALCULATED POINT;

THENCE NORTH 59°04'21" EAST, A DISTANCE OF 86.14 FEET TO A CALCULATED POINT IN THE EAST LINE OF SAID 130 ACRE TRACT, SAME BEING THE WEST LINE OF A 31.153 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO JOSE ALBERTO LOPEZ, ET AL, RECORDED IN INSTRUMENT NO. 1831559, O.P.R.E.C.T.;

THENCE WITH THE EAST LINE OF SAID 130 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 31.153 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 69°52'08" EAST, A DISTANCE OF 190.27 FEET TO A CALCULATED POINT;
2. SOUTH 82°22'23" EAST, A DISTANCE OF 249.85 FEET TO A CALCULATED POINT;
3. SOUTH 13°01'30" EAST, A DISTANCE OF 91.73 FEET TO A CALCULATED POINT;
4. SOUTH 25°27'24" EAST, A DISTANCE OF 269.19 FEET TO A CALCULATED POINT;
5. SOUTH 58°45'11" WEST, A DISTANCE COF 10.98 FEET TO A CALCULATED POINT;
6. SOUTH 58°46'32" EAST, A DISTANCE OF 382.10 FEET TO A CALCULATED POINT;
7. SOUTH 57°54'50" EAST, A DISTANCE OF 543.74 FEET TO A CALCULATED POINT;
8. SOUTH 46°05'11" EAST, A DISTANCE OF 577.34 FEET TO A CALCULATED POINT AT THE SOUTHEAST CORNER OF SAID 130 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SIA 31.153 ACRE TRACT, AND BEING IN THE NORTH LINE OF SAID 202.85 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 130 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 202.85 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

1. SOUTH 70°28'42" WEST, A DISTANCE OF 1067.69 FEET TO A CALCULATED POINT;
2. SOUTH 33°38'07" WEST, A DISTANCE OF 279.94 FEET TO A CALCULATED POINT;
3. SOUTH 60°28'13" WEST, A DISTANCE OF 1724.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 204.940 ACRES OF LAND (8,927,169 SQUARE FEET), MORE OR LESS.

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BEING 204.940 ACRES SITUATED IN THE E. BELLOW SURVEY, ABSTRACT NO. 101, & THE J. BARKER SURVEY, ABSTRACT NO 40 ELLIS COUNTY, TEXAS

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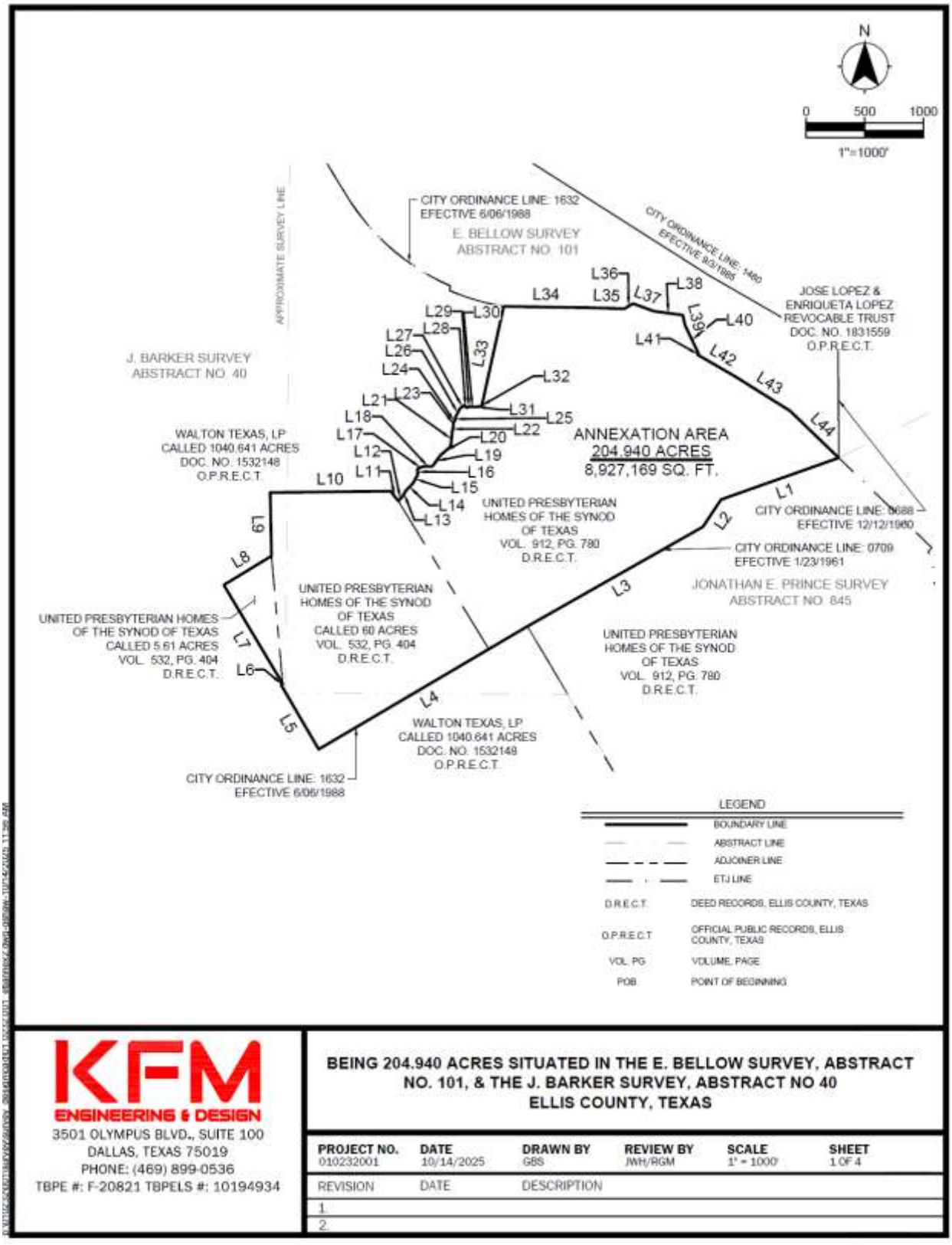
010232001	10/14/2025	GBS	JWH/RGM	1" = 1000'	4 OF 4

REVISION	DATE	DESCRIPTION
1.		
2.		



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PROJECT NO.	DATE	DRAWN BY	REVIEW BY	SCALE	SHEET
010232001	10/14/2025	GBS	JWH/RGM	1" = 1000'	1 OF 4

REVISION	DATE	DESCRIPTION
1		
2		

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S70° 28' 42"W	1067.69
L2	S33° 38' 07"W	279.94
L3	S60° 28' 13"W	1724.75
L4	S59° 31' 31"W	2072.19
L5	N30° 18' 48"W	638.37
L6	N58° 20' 45"E	16.72
L7	N30° 48' 36"W	982.86
L8	N58° 40' 31"E	477.61
L9	N01° 10' 36"W	541.89
L10	N89° 21' 45"E	1029.08
L11	S38° 43' 48"E	107.42
L12	N42° 04' 30"E	51.17
L13	N30° 56' 25"E	58.07
L14	N43° 48' 41"E	90.14
L15	N28° 22' 36"E	81.54

LINE TABLE		
LINE #	BEARING	LENGTH
L16	N02° 00' 29"W	50.84
L17	N68° 21' 07"E	53.68
L18	N89° 39' 50"E	77.27
L19	N35° 47' 57"E	116.41
L20	N49° 21' 23"E	117.41
L21	N05° 47' 20"E	127.58
L22	N12° 28' 21"E	44.62
L23	N01° 04' 31"E	39.20
L24	N50° 57' 40"E	18.98
L25	N01° 57' 52"E	24.29
L26	N27° 26' 26"E	90.39
L27	N55° 28' 01"E	44.05
L28	S41° 30' 31"E	25.95
L29	N76° 04' 07"E	43.91
L30	S73° 07' 22"E	17.27

LINE TABLE		
LINE #	BEARING	LENGTH
L31	N86° 18' 38"E	59.00
L32	N56° 03' 18"E	17.43
L33	N12° 25' 02"E	868.18
L34	S89° 05' 10"E	725.17
L35	S88° 23' 37"E	306.97
L36	N59° 04' 21"E	86.14
L37	S69° 52' 08"E	190.27
L38	S82° 22' 23"E	249.85
L39	S13° 01' 30"E	91.73
L40	S25° 27' 24"E	269.19
L41	S59° 45' 11"W	10.98
L42	S59° 46' 32"E	382.10
L43	S57° 54' 50"E	543.74
L44	S46° 05' 11"E	577.34

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Exhibit B
Proposed Concept Plan

inserted next page

Exhibit C
Proposed Development Standards

Development Standards

Exhibit D
Design Requirements

Exhibit E
Form of Assignment

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165

ASSIGNMENT AND ASSUMPTION AGREEMENT
REGARDING ANNEXATION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING ANNEXATION AGREEMENT ("Assignment") is made and entered into by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee"). Assignor and Assignee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, contemporaneously with the execution of this Assignment, Assignee acquired from Assignor the following tract of land: described on Exhibit "A" attached hereto (the "Assignee Property"); and

WHEREAS, Assignor (referred to as "Owner" in the Annexation Agreement) and the City of Waxahachie, Texas ("Waxahachie") (referred to as "Waxahachie" or "City" in the Annexation Agreement) entered into that certain Annexation Agreement dated _____, filed for record under Instrument No. _____ in the Real Property Records of Ellis County, Texas described on Exhibit "B" attached hereto (as modified or amended from time to time, the "Annexation Agreement"). The Annexation Agreement is incorporated herein in its entirety for all purposes; and

WHEREAS, the Annexation Agreement pertains to and encumbers the Property, as described in the Annexation Agreement, of which the Assignee Property is a portion; and

WHEREAS, pursuant to Section 25 of the Annexation Agreement, Assignor desires to assign to Assignee the Assigned Rights/Obligations (hereinafter defined) as "Owner" under the Annexation Agreement, and Assignee desires to accept such assignment and assume all of the Assigned Rights/Obligations of Assignor as "Owner" under the Annexation Agreement pursuant and subject to the terms and provisions hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), the foregoing, the covenants and conditions contained in this Assignment and other good

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals Incorporated. The recitals set forth above are made a part of this Assignment as if set forth herein verbatim.

2. Assignment. Assignor hereby grants, sells, assigns, transfers and conveys to Assignee all of Assignor's rights, titles, interests, powers, duties, obligations, responsibilities, requirements, conditions and all other matters in, to and under the Annexation Agreement, as "Owner" under the Annexation Agreement (collectively, "Assigned Rights/Obligations"), including, without limitation, any and all Assigned Rights/Obligations arising or accruing on, after or before the Effective Date, except obligations and liabilities resulting from Assignor's affirmative acts prior to the Effective Date that (i) were not taken by Assignor at the request, or with the approval, of Assignee or Developer (as defined in the Annexation Agreement) or (ii) are not expressly contemplated by the Annexation Agreement to be taken by Assignor. Assignee hereby accepts such assignment and, from and after the Effective Date (hereinafter defined) of this Assignment, agrees to be bound by, perform and assume the Assigned Rights/Obligations.

3. Effect on Other Portions of Annexation Agreement. This Assignment is further intended to assign, among other things, all rights, obligations, liabilities, duties, representations, warranties, remedies and waivers of Assignor (including, without limitation, any and all of the foregoing arising or accruing on, after or before the Effective Date), including, without limitation, all the general and/or miscellaneous provisions, under the Annexation Agreement to Assignee, said assignment having the same effect as if Assignee was the original "Owner" under the Annexation Agreement.

4. Indemnity of Assignor. ASSIGNEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNOR FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, AND INTENDED BY WAY OF EXAMPLE ONLY, REASONABLE ATTORNEY'S FEES, DISBURSEMENTS AND AMOUNTS PAID IN SETTLEMENT OF CLAIMS) (COLLECTIVELY, "LOSSES") ARISING OR ACCRUING ON, BEFORE OR AFTER THE EFFECTIVE DATE OUT OF OR IN CONNECTION WITH THE THIS ASSIGNMENT, THE ANNEXATION AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION THEREWITH (EXCEPT OBLIGATIONS AND LIABILITIES RESULTING FROM ASSIGNOR'S AFFIRMATIVE ACTS PRIOR TO THE EFFECTIVE DATE THAT (I) WERE NOT TAKEN BY ASSIGNOR AT THE REQUEST, OR WITH THE APPROVAL, OF ASSIGNEE OR DEVELOPER OR (II) ARE NOT EXPRESSLY CONTEMPLATED BY THE ANNEXATION AGREEMENT TO BE TAKEN BY ASSIGNOR), INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO ASSIGNEE'S FAILURE TO PERFORM THE OBLIGATIONS, DUTIES AND RESPONSIBILITIES UNDER THE ANNEXATION AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION THEREWITH; EXCEPT TO THE EXTENT THAT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR, OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES.

5. Indemnity of Assignee. ASSIGNOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNEE FROM AND AGAINST ANY AND ALL LOSSES INCURRED BY ASSIGNEE IN CONNECTION WITH OBLIGATIONS AND LIABILITIES ARISING OUT OF THE ANNEXATION AGREEMENT, BUT ONLY TO THE EXTENT SUCH LOSSES RESULT FROM ASSIGNOR'S AFFIRMATIVE ACTS PRIOR TO THE EFFECTIVE DATE THAT (I) WERE NOT TAKEN BY ASSIGNOR AT THE REQUEST, OR WITH THE APPROVAL, OF ASSIGNEE OR DEVELOPER OR (II) ARE NOT EXPRESSLY CONTEMPLATED BY THE ANNEXATION AGREEMENT TO BE TAKEN BY ASSIGNOR; AND EXCEPT TO THE EXTENT THAT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR, OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES.

6. Notices. Any notice provided or permitted to be given under this Assignment must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Assignor:

_____
_____
_____
_____
Telephone: _____
Email: _____

If to Assignee:

_____
_____
_____
_____
Telephone: _____
Email: _____

7. Entire Agreement. This Assignment contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

8. Multiple Counterparts. This Assignment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

9. Authority to Execute. The individuals executing this Assignment on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Assignment to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Assignment in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Assignment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

10. Representations. Each signatory represents this Assignment has been read by the party for which this Assignment is executed and that such party has had an opportunity to confer with its counsel.

11. Waiver. Waiver by either party of any breach of this Assignment, or the failure of either party to enforce any of the provisions of this Assignment, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance of this Assignment.

12. Binding Effect. All the covenants, terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors and assigns.

13. Governing Law/Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Assignment. The parties agree that this Assignment is performable in Ellis County, Texas, and that exclusive venue shall lie in Ellis County, Texas.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this Assignment and caused this Assignment to be effective when all the parties have signed it. The date this Assignment is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

_____,
a _____

By: _____
_____, _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ of _____, a Texas limited liability company, and that he executed the same for the purposes and consideration therein stated and, in the capacity, therein stated as the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this ____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires: _____

[ASSIGNEE]

By:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

[***Exhibits A & B to be attached***]

Exhibit F
Annexation Service Plan Agreement

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and between the CITY OF WAXAHACHIE, TEXAS, a home-rule municipality ("Waxahachie"), and _____ ("Landowner"). Waxahachie and Landowner are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner represents and warrants that Landowner is the sole owner of approximately _____ acres, more or less, situated in the _____ Survey, Abstract No. _____, Ellis County, Texas, which is more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Waxahachie a voluntary request for annexation of the Property into the corporate limits of Waxahachie pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Waxahachie City Council adopts an ordinance annexing the Property into the corporate limits of Waxahachie (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Waxahachie has complied or will comply with all requirements for the consideration of Landowner request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Waxahachie will provide to the Property provided that the Waxahachie City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Waxahachie has investigated and determined that it would be advantageous and beneficial to Waxahachie and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Waxahachie and Landowner agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Waxahachie and Landowner.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.

3. **Agreement Conditioned on Annexation**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Waxahachie City Council adopting the Annexation Ordinance within thirty (30) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Waxahachie City Council does not adopt the Annexation Ordinance within thirty (30) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement.

4. **Agreed Service Plan**. The following is a plan whereby full municipal services as defined in Section 43.056 of the Texas Local Government Code will be provided by the City of Waxahachie (the "City") in territory to be annexed, being approximately _____ acres of land located adjacent to the City limits, as depicted on the map included as Exhibit A.

   Municipal facilities and services will be provided to the annexed area at the following levels and in accordance with the following schedule, except as otherwise modified in the Annexation Agreement between the City and Presbyterian Children's Homes and Services dated _____ __, 2026 (the "Annexation Agreement"):

   A. Police Protection:
   The City provides municipal police protection to its residents, including routine patrols throughout the City and law enforcement services upon call. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

   B. Fire Protection and Emergency Medical Services:
   The City provides full-time fire protection. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed annexation area.

   The City contracts with _____ for Emergency Medical Service. Upon the effective date of the annexation, said

services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed annexation area.

C. Solid Waste Collection:

The City's solid waste collection is currently provided by Waste Connections ("Waste Connections"). Upon the effective date of the annexation, the City will provide solid waste collection to the annexed area on the same basis as it is made available to other parts of the city with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

D. Water and Wastewater Service and Maintenance:

The area to be annexed is an unplatted area within the City's ETJ and currently receives water from the City of Waxahachie and is within the City's Water Certificate of Convenience, Certificate No. 10915, service area. The extension of any necessary sanitary sewer facilities will be added by the developer and in a manner consistent with other development regulations and practices. The developer will serve this area with a septic system instead of a sanitary sewer system. Currently, no sewer service is available in this area.

Should City plans be changed and sanitary sewer service infrastructure is extended to this area, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

E. Maintenance of Roads, Streets and Street Lighting:

The City shall begin to make provision for the maintenance of current public roads and streets within the annexed areas upon the effective date of the annexation*. Such streets and roads shall be maintained in their current condition and shall be included in the City's Capital Improvements Plan for upgrading, resurfacing and/or improvement on the same basis as other areas in the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the annexed area. Any such resurfacing or upgrade shall be made in accordance with current City policies or the City's Subdivision Ordinance, adopted as Ordinance 3151, and as amended from time to time.

Improvements will be made in conjunction with new development in accordance with City policies contained in the City's Subdivision Ordinance, subject to the provisions of the Annexation Agreement, after installation and dedication of such improvements by the relevant property owner and acceptance by the City. Future streets within the annexed area will be upgraded in accordance with an approved Capital Improvements Program, as may be amended from time to time, on the same

basis as other areas in the City with land uses and population densities to those reasonably contemplated or projected in the annexed area.

* State-owned facilities will continue to be maintained by the State of Texas, Department of Transportation.

F. Parks, Playgrounds and other Public Facilities and Services:

Public parks, playgrounds, and other public recreation facilities dedicated to and accepted by the City within the annexed area, will be maintained in their present condition by the City upon the effective date of the annexation. Property owners and residents of the annexed area may use the existing public parks, playgrounds, and other recreation facilities and services of the City on the same basis as other residents of the City.

G. Public Library Services and Other Publicly Owned Facilities, Buildings and Services:

Property owners and residents of the annexed area may use the existing public library and other publicly owned facilities, buildings, and services within the City on the same basis as other residents of the City.

H. City Regulations and Code Enforcement

The annexed areas will upon the date of annexation be subject to all City regulations as specified within the City of Waxahachie Code of Ordinances, subject to the provisions of the Annexation Agreement. Further, the City's codes and regulations will be enforced in a manner like other similar parts of the corporate city limits.

I. General Municipal Administration:

General municipal administration services will be available to the annexed area upon the effective date of the annexation. This Service Plan provides for full municipal services to the annexed area on the same basis as municipal services are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area. Further, said municipal services are equal to or greater than the services and level of such services in existence in the annexed area are immediately preceding the effective date of the annexation. This Service Plan does not constitute a right to a superior level of services in the annexed area. The City retains its authority to adjust programs on a city-wide basis to provide more effective services through changes in operating procedures and standards. The City also retains the authority to adjust services on a city-wide basis should economic or emergency circumstances dictate.

Default. If Waxahachie fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Waxahachie receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Waxahachie

be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

5. **Limitations of Agreement**. Waxahachie ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Waxahachie under any ordinance, whether now existing or in the future arising.

6. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Waxahachie, addressed to it at:

City of Waxahachie
Attn: City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165
Email: _____

With a copy to:

Terrence S. Welch
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

If to Owner, addressed to it at:

_____

With a copy to:

If to Landowner, addressed to him at: _____
_____
_____
Telephone: _____
Email: _____

7. **Warranties/Representations.** All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

8. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

9. **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Ellis County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Ellis County, Texas.

10. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

11. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).

13. **Savings; Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

14. **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

15. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

16. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Waxahachie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on that date following the execution of this Agreement by all parties ("Effective Date").

CITY OF WAXAHACHIE, TEXAS,
a home-rule municipality

By:_____
_____, City Manager

Date:_____

Attested to by:

_____
Amber Villarreal, City Secretary

LANDOWNER

By:_____
Printed Name:_____
Title:_____
Date:_____

STATE OF TEXAS §
§
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF WAXAHACHIE, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Waxahachie, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____ 202__.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____ day of _____, 202__ .

_____
Notary Public, State of Texas
My Commission Expires:_____

Exhibit A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return To:
City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165

ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF WAXAHACHIE, TEXAS, a home-rule municipality ("Waxahachie" or "City"), and WALTON TEXAS, LP, a Texas limited partnership, and WALTON TX DALLAS KEMP RANCH LP 1, an Alberta limited partnership (together, including its permitted successors and assigns, "Owner"). Waxahachie and Owner are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Owner owns approximately 1.779± acres, situated in the Elijah Bellow Survey, Abstract Number 10, Ellis County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"), which the parties agree is located wholly within Waxahachie's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, Owner and Minto Communities Texas, LLC, a Florida limited liability company ("Developer") are parties to a purchase agreement providing for the sale of the Property to Developer (as modified or amended from time to time, the "Purchase Agreement"); and

WHEREAS, a condition to the effective date for an annexation ordinance annexing the Property into the City is the conveyance of the Property from Owner to Developer ("Closing"); and

WHEREAS, this Agreement will be assigned by Owner to Developer at Closing; and

WHEREAS, Developer proposes to develop or have the Property developed with a mixed-use development as further detailed herein; and

WHEREAS, Owner has asked Waxahachie to consider a voluntary annexation of all of the Property into the corporate limits of Waxahachie subject to Closing and pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code ("Subchapter C-3") and the terms of this Agreement, on the condition that Waxahachie agrees Owner is entitled to develop and use the Property as described herein before and after annexation and Owner is also entitled to continue to use the Property before and after annexation for the purposes it is currently being used by Owner as of the date hereof (collectively, the "Current Use"); and

WHEREAS, Owner acknowledges and agrees that in submitting a voluntary request for annexation of the Property, Owner has fully investigated and is aware of the rights, duties and obligations that will apply to Owner and its permitted successors and assigns, as applicable, as

owner of the Property, in the event that the Waxahachie City Council adopts an ordinance annexing the Property into the corporate limits of Waxahachie (the "Annexation Ordinance") pursuant to this Agreement; and

WHEREAS, as further described and subject to the terms of this Agreement, after the Effective Date (hereinafter defined), Owner consents to Waxahachie's full purpose annexation of the Property subject to Closing and in accordance with the terms of this Agreement and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties acknowledge and agree that this Agreement was approved by the City Council and fully executed by the parties while the Property was located in Waxahachie's ETJ; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code ("Section 212.172"), Waxahachie is authorized to make a written contract with an owner of land that is located in the ETJ for the purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172, for the purposes set forth in that section and pursuant to Subchapter C-3; and

WHEREAS, Waxahachie has investigated and determined that it would be advantageous and beneficial to Waxahachie and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Waxahachie and Owner agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.

2. Land Subject to Agreement. The land that is subject to this Agreement is the Property.

3. Use and Development of Property.

   (a) Pursuant to Section 212.172, except as otherwise provided in this Agreement, the use and development of the Property from and after the Effective Date shall conform to all Waxahachie ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, or as modified and set forth herein relating to or affecting the development and use of the Property ("Waxahachie Regulations"), notwithstanding the Property's location in Waxahachie's ETJ, if applicable. Provided, however, in the event the Purchase Agreement is terminated, the Property shall not be subject to the Waxahachie Regulations except as otherwise applicable to a property in Waxahachie's ETJ not subject to an agreement under Section 212.172.

   (b) The parties agree that during the Term (defined herein) of this Agreement, Waxahachie's Zoning Ordinance, Ordinance No. 3020 as it exists on the Effective Date

of this Agreement (hereinafter defined) ("Zoning Ordinance"), shall apply to the Property, subject to and as amended by the terms of this Agreement (including the proposed concept plan shown on Exhibit B and the proposed development standards shown on Exhibit C herein) (collectively, the "Development Regulations") and that the land uses and development regulations set forth in Exhibits B and C shall apply to the Property before and after annexation. Provided, however, in the event the Purchase Agreement is terminated, the Property shall not be subject to the Development Regulations except as otherwise applicable to a property in Waxahachie's ETJ not subject to an agreement under Section 212.172.

(c) In the event of a conflict between the terms of this Agreement (including Exhibit B and Exhibit C) and any provision of the Waxahachie Regulations or Zoning Ordinance, the terms of this Agreement (including Exhibit B and Exhibit C) shall control.

(d) Owner acknowledges and agrees that except as otherwise provided herein, Waxahachie is authorized to enforce all of Waxahachie's Regulations and planning and zoning authority that exist as of the Effective Date and do not interfere with the Development Regulations or the use of the Property in accordance with the Development Regulations, in the same manner the regulations are enforced within Waxahachie's corporate limits pursuant to Section 212.172(b)(3) of the Texas Local Government Code. Provided, however, in the event the Purchase Agreement is terminated, Waxahachie is not authorized to enforce any of the Waxahachie's Regulations and planning and zoning authority except as otherwise applicable to a property in Waxahachie's ETJ not subject to an agreement under Section 212.172.

(e) Owner agrees to obtain permits and inspections from Waxahachie, and except as otherwise provided herein, pay all related fees and costs to Waxahachie. Provided, however, in the event the Purchase Agreement is terminated, Owner shall not be obligated to obtain permits and inspections from Waxahachie except as otherwise applicable to a property in Waxahachie's ETJ not subject to an agreement under Section 212.172.

(f) Notwithstanding anything in this Agreement to the contrary, in addition to the land uses and development regulations set forth in Exhibits B and C, (i) on and after the Effective Date, Owner shall have the right to use the Property for the Current Use; and (ii) nothing contained herein shall restrict, prevent, impair or otherwise affect Owner's right to use the Property, before or after annexation, for the Current Use.

4. Annexation Application.

(a) The parties acknowledge and agree that this Agreement constitutes a conditional petition for the voluntary annexation of the Property pursuant to Subchapter C-3 and subject to Closing and the conditions set forth herein. In the event the Purchase Agreement is terminated, Owner may elect, in its sole discretion, to have this Agreement withdrawn by written notice to Waxahachie electing to terminate this Agreement, in which case such petition and this Agreement shall be of no force or effect.

(b) Within fourteen (14) business days after Closing, Developer shall execute and deliver to Waxahachie the Annexation Service Plan Agreement in substantially the same form as the agreement attached hereto as Exhibit F ("ASPA") provided, however, all references to City's regulations, standards and practices in said Exhibit "F" are subject to modifications made in this Agreement. Notwithstanding anything to the contrary, if Closing does not occur by April 6, 2026, then Owner may elect, in its sole discretion, to terminate this Agreement immediately upon written notice to Waxahachie, in which case this Agreement shall be of no force or effect.

(c) Waxahachie agrees to initiate annexation of the Property within (30) days of the submission of the fully executed version of the ASPA after Closing. Provided, if the Waxahachie City Council fails to properly initiate annexation of the Property within 30 days of submission by Developer of the ASPA after Closing, Waxahachie agrees Developer may, in its sole discretion, elect to terminate this Agreement immediately upon written notice to Waxahachie, in which case this Agreement shall be of no force or effect.

(d) In the event Owner terminates this Agreement pursuant to Sections 4 (a), (b) or (c), then (i) this Agreement shall be null and void and of no further force or effect; (ii) Waxahachie and Owner will execute a release in recordable form acknowledging the release of all obligations under this Agreement; and (iii) Owner will be under no obligation to continue the voluntary annexation process.

(e) If Owner does not elect to terminate this Agreement pursuant to Sections 4(a), (b) or (c) within thirty (30) days after the occurrence of the applicable termination event, this Agreement shall continue in full force and effect and the parties will work in good faith to amend the deadlines for execution of the ASPA and annexation of the Property, if needed.

5. Zoning after Annexation.

(a) An application to zone the Property has been submitted on behalf of the Owner and has been considered by the City's Planning and Zoning Commission and City Council ("Zoning Application"). An ordinance approving zoning on the Property will not be effective until after the effective date of Annexation Ordinance.

(b) The parties agree that the Zoning Application requests approval of a Planned Development (PD) District consistent with and based on the site plan attached hereto as Exhibit B and the proposed development standards described in Exhibit C, respectively (as to be evidenced by a final ordinance duly approved by the Waxahachie City Council, "Zoning Approval").

(c) Regardless of how the Waxahachie City Council zones the Property, and notwithstanding anything to the contrary in the Zoning Ordinance, the Property shall be governed by and may be used and developed in accordance with the Development

Regulations and all other terms of this Agreement at all times during the Term of this Agreement.

(d) All applicable Waxahachie ordinance requirements that reference the Zoning Ordinance or compliance with zoning regulations or Waxahachie's comprehensive plan shall be interpreted to mean compliance with the Development Regulations.

(e) In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control.

(f) This Agreement does not, however, in any way guarantee that the Waxahachie City Council, after exercising its legislative discretion, will grant the particular zoning requested in the Zoning Application or otherwise and the parties agree and acknowledge that Waxahachie and its City Council members, Planning and Zoning Commission members, officers, employees and agents shall have no liability under this Agreement or otherwise should the Planning and Zoning Commission and/or the City Council deny the particular zoning requested in the Zoning Application or otherwise.

6. Other Development Matters.

(a) Design Requirements Effective after Closing:

(i) Owner consents to complying with the standards for building products and materials and aesthetic methods, as referenced in Exhibit D, attached hereto and incorporated herein for all purposes and as amended by mutual agreement of the Owner and Waxahachie (collectively, "Design Requirements"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Owner desires or intends or not.

(ii) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Owner shall not use or install, or permit the use or installation of, any building product or material that does not comply with Design Requirements, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code as it exists on the date of this Agreement ("Chapter 3000"). Owner's obligation under this section as to any lot or tract of land terminates upon conveyance of said lot or tract of land.

7. Term. This Agreement is an agreement authorized by Section 212.172. Unless earlier terminated in accordance with the terms herein, the term of this Agreement shall be forty-five (45) years from the Effective Date ("Term"). The Term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Waxahachie.

8. Termination.

(a) This Agreement may be terminated and shall be null and void and of no further force or effect, as follows:

i. By either party following an event of default that is not cured within thirty (30) days in accordance with Section 9;
ii. By mutual written consent of the City and Owner;
iii. By either party in the event the Purchase Agreement is terminated; or
iv. By either party if Owner has not closed by April 6, 2025.

(b) In the event of termination as provided for in Section 4 or this Section 8, Waxahachie and Owner will execute a release in recordable form acknowledging release of all obligations, such release not to be unreasonably withheld, conditioned, or delayed.

9. Default. If either party defaults in complying with the terms and conditions of this Agreement, and such failure is not cured within thirty (30) days after the non-defaulting party sends written notice of such default to the defaulting party, then the non-defaulting party may seek any remedy permitted under law including, but not limited to specific performance of this Agreement.; provided, notwithstanding anything herein to the contrary, prior to Closing, the non-defaulting party's sole and exclusive remedy for a default hereunder is to terminate this Agreement by providing written notice thereof to the defaulting party.

10. Covenant Running with the Land. Subject to the limitations set forth herein and under Section 212.172(f) of the Texas Local Government Code, this Agreement shall be a covenant running with the land and the Property and shall be binding upon the parties hereto and each subsequent owner of the Property. The parties shall cause this Agreement to be filed in the Real Property Records of Ellis County, Texas. Owner represents and warrants as of the Effective Date that there are no recorded liens, attachments or other encumbrances that prohibit Owner from entering this Agreement. If such a condition does exist as of the Effective Date, however, Owner shall obtain a signature with acknowledgment from the holder of such recorded lien, attachment or encumbrance consenting to the recording of this Agreement. Notwithstanding the foregoing, and pursuant to Section 212.172(f) of the Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the development, except for Sections 5 and 6, which shall be applicable to owners of lots under an approved final plat.

12. Limitations of Agreement. Waxahachie ordinances covering property taxes, land use, zoning, utility rates, permit fees, inspection fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement, except as expressly set forth herein. Additionally, development agreements among Waxahachie, Owner, and developers of the property covering utility rates, permit fees, inspection fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not

waive or limit any of the obligations of Owner to Waxahachie under any ordinance, whether now existing or in the future arising, except as expressly set forth herein.

13. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing delivery to the addressee thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Waxahachie, addressed to it at:

City of Waxahachie
Attn: City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165
Email: _____

With a copy to:

Terrence S. Welch
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

If to Owner, addressed to it at:

c/o Walton Global Holdings, LLC
Attention: Legal Department
8800 N. Gainey Center Dr., Suite 345
Scottsdale, Arizona 85258
Email: legal@walton.com

With a copy to:

c/o Walton Global Holdings, LLC
Attention: Rob Nixon
Email: rnixon@walton.com
(EMAIL ONLY)

If to Developer, addressed to it at:

Mr. Theodore Neuweiler

Division President Acquisitions & Development
Minto Communities Texas, LLC
4042 Park Oaks Blvd, #450
Tampa, FL 33610

With copy to:

Jackson Walker, L.L.P.
2323 Ross Avenue, Suite 600
Dallas, Texas 75201
Attn: William S. Dahlstrom

14. Vested Rights/Chapter 245 Waiver. Pursuant to Section 212.172 this agreement constitutes a "permit" as defined in Chapter 245 of the Texas Local Government Code.

15. Attorney's Fees. If any party files any action or brings any proceeding against another party arising from this Agreement, then the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

16. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

17. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

18. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Ellis County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Ellis County, Texas.

19. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

20. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

21. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action

has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). The parties agree that the performance of the parties under this Agreement is authorized by Section 212.172. Notwithstanding anything to the contrary, Developer is signing this Agreement solely to acknowledge its terms. Minto is not a party to the Agreement and has no duties, obligations, or liabilities to the City or Owner hereunder unless and until Developer and Owner execute a written assignment and assumption that complies with the Agreement's assignment provisions and, if required, is approved or acknowledged in writing by the City. Until such an assignment is fully executed (and, if applicable, approved or acknowledged), the Agreement is not binding on Developer and is not enforceable against Developer.

22. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

23. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

24. No Third-Party Beneficiaries. Developer is an intended third-party beneficiary of this Agreement. Notwithstanding anything to the contrary in this Agreement, so long as (and only if) the Purchase Agreement has not terminated, this Agreement may not be terminated or amended without the prior written consent of Developer (except that Owner may terminate this Agreement, in Owner's sole discretion, without any consent of Developer, in the event that the City has not cured a default by the City hereunder after the expiration of any applicable notice and/or cure period). Except as expressly provided in this Section 24 with respect to Developer, nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

25. Assignment/Binding Effect.

(a) This Agreement is assignable, in whole or in part, without the consent of Waxahachie, but upon written notice to Waxahachie to a person or entity that (i) is providing financing for acquisition of the Property; (ii) is or will become an owner of all or a portion of the Property; including but not limited to contemplated assignments to Developer; (iii) is an affiliate of Owner; or (iv) with respect to assignment of the maintenance obligations in Section 6(a) herein, is a homeowners association or property owners association for all or a portion of the Property. Notwithstanding anything herein to the contrary, effective immediately upon any

assignment in accordance with the preceding sentence, Owner shall not have any duties, obligations or liabilities hereunder (including any duties, obligations or liabilities accruing or arising on, prior to or after such assignment except obligations and liabilities resulting from Owner's affirmative acts prior to Closing that (i) were not taken by Owner at the request, or with the approval, of Developer or its any of its assignees or (ii) are not expressly contemplated by this Agreement to be taken by Owner) and the assignee under such assignment shall be liable on and after the date of such assignment for any and all duties, obligations and liabilities hereunder of Owner (including any duties, obligations and liabilities accruing or arising on, prior to or after such assignment except obligations and liabilities resulting from Owner's affirmative acts prior to Closing that (i) were not taken by Owner at the request, or with the approval, of Developer or any of its assignees or (ii) are not expressly contemplated by this Agreement to be taken by Owner) (the provisions of this sentence are collectively referred to herein as the "Limitation on Liability After Assignment Provisions"). Except as provided herein, this Agreement shall not be assignable without the prior consent of Waxahachie, which shall not be unreasonably withheld or delayed. Any assignment of this Agreement is subject to the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

(i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), in a form substantially similar to the form attached hereto as Exhibit E and incorporated herein by reference;

(ii) Owner will file any executed Assignment in the Real Property Records of Ellis County, Texas; and

(iv) Owner shall promptly provide Waxahachie with a file-marked copy of the Assignment after filing the same, and until Waxahachie receives said file-marked copy of the Assignment as provided herein, Waxahachie shall not be obligated to recognize said Assignment..

(b) This Agreement shall be binding upon and inure to the benefit of Waxahachie and Owner and their respective successors-in-interest.

(c) Except for the Limitation on Liability after Assignment Provisions, the provisions of this Section 25 shall in no way modify, alter, amend, reduce or waive the provision above titled "Covenant Running with the Land" or its effectiveness. In the event there is a conflict between this Section 25 and the Covenant Running with the Land provision, the Covenant Running with the Land provision shall control and govern except that it shall not control or govern over the Limitation on Liability After Assignment Provisions.

(d) A permitted assignee shall be considered a "party" and "Owner" for purposes of the rights, title, interest and obligations assigned to such assignee.

27. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

28. Immunity. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Agreement is subject to Section 212.172 of the Texas Local Government Code, which provides for a limited waiver of immunity from suit for the purpose of adjudicating a claim for breach of contract, and limits the remedies and damages available as set forth therein. Except as expressly provided in Section 212.172, it is expressly understood and agreed that, in the execution and performance of this Agreement, Waxahachie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

29. Reference to Waxahachie. When referring to "Waxahachie" herein, this Agreement shall refer to and be binding upon Waxahachie and Waxahachie's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Waxahachie is legally responsible.

30. Reference to Owner. When referring to "Owner" herein, this Agreement shall refer to and be binding upon Owner and its successors and assignees.

31. Force Majeure. Each party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) 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.

32. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective upon the date that it has been executed by all parties (the "Effective Date").

[*Signature pages follow*.]

CITY OF WAXAHACHIE, TEXAS,
a home-rule municipality

By: _____
Ricky Boyd, City Manager
Date: _____

Attested to by:

_____
Amber Villarreal, City Secretary

STATE OF TEXAS §
§
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ricky Boyd, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the Interim City Manager and duly authorized representative for the CITY OF WAXAHACHIE, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2026.

_____
Notary Public, State of Texas
My Commission Expires:_____

OWNER:

Walton Texas, LP,
a Texas limited partnership

by: Walton Texas GP, LLC,
a Texas limited liability company and its general partner

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

By:_____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of Walton International Group, Inc., which is the Manager of Walton Texas GP, LLC, which is the General Partner of Walton Texas, LP, and a Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 2026.

(SEAL)

_____
Notary Public-State of _____

_____
Notary Public, State of _____
My Commission Expires:_____

OWNER:

Walton TX Dallas Kemp Ranch LP 1,
an Alberta limited partnership

by: Walton TX Dallas Kemp Ranch Corporation,
an Alberta corporation and its general partner

By:_____
Name: _____
Title: _____

By:_____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ and _____, each an Authorized Signatory of Walton TX Dallas Kemp Ranch Corporation, which is the General Partner of Walton TX Dallas Kemp Ranch LP 1, and a Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 2026.

(SEAL)

_____
Notary Public-State of _____

_____
Notary Public, State of _____
My Commission Expires:_____

DEVELOPER:

Minto Communities Texas, LLC
a Texas limited liability company

By: _____
Name: Theodore Neuweiler
Title: Division President Acquisitions and Development

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2026 by [_____], [_____] of [_____], a [_____] [_____], as the [_____] of [_____], a [_____] [_____], on behalf of said entity.

_____
Notary Public in and for the State of Texas

[SEAL]

Exhibit A
Legal Description and Depiction of the Property

BEING A TRACT OF LAND SITUATED IN THE JONATHAN E. PRINCE SURVEY, ABSTRACT NO. 845, AND BEING A PORTION OF A CALLED 6.035 ACRE TRACT DESCRIBED AS TRACT ONE IN THE DEED TO WALTON TX DALLAS KEMP RANCH LP 1, RECORDED IN DOCUMENT NO. 2326832, IN THE OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS (O.P.R.E.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT ON THE SOUTH LINE OF CITY ORDINANCE NO. 0832, EFFECTIVE 5/26/1966, FROM WHICH THE SOUTHEAST CORNER OF A CALLED 0.4860 ACRE TRACT DESCRIBED IN THE DEED TO KATHY L. KACAL, RECORDED IN DOCUMENT NO. 2236184, O.P.R.E.C.T., SAME BEING THE SOUTHWEST CORNER OF A CALLED 0.3986 ACRE TRACT, DESCRIBED IN THE DEED TO SERENA L. GIFFORD, RECORDED IN DOCUMENT NO. 2512573, O.P.R.E.C.T., BEARS NORTH 26°56'39" WEST, A DISTANCE OF 103.94 FEET;

THENCE SOUTH 15°35'40" EAST CROSSING THROUGH SAID 6.035 ACRE TRACT, SAME BEING THE WEST LINE OF CITY ORDINANCE NO. 0704, EFFECTIVE 12/31/1960 A DISTANCE OF 168.69 FEET TO A CALCULATED POINT OF CURVATURE ON THE SOUTH LINE OF SAID 60.35 ACRE TRACT, SAME BEING THE NORTH LINE OF A REMAINDER OF 21.654 ACRE TRACT, DESCRIBED AS TRACT ONE, IN THE DEED TO WILLIAM F KELLY, RECORDED IN DOCUMENT NO 2228261, O.P.R.E.C.T.;

THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT, WITH THE SOUTH LINE OF SAID 6.035 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID REMAINDER OF 21.654 ACRE TRACT, HAVING A RADIUS OF 1,420.00 FEET, AN ARC LENGTH OF 597.48 FEET, A DELTA ANGLE OF 24°06'27", AND A CHORD WHICH BEARS SOUTH 60°59'00" WEST, A DISTANCE OF 593.08 FEET TO A CALCULATED POINT OF TANGENCY;

THENCE NORTH 29°31'36" WEST, CROSSING THROUGH SAID 6.035 ACRE TRACT, SAME BEING THE EAST LINE OF CITY ORDINANCE NO. 2325, EFFECTIVE 8/15/2005, A DISTANCE OF 130.22 FEET TO A CALCULATED POINT ON THE SOUTH LINE OF CITY ORDINANCE NO. 1086, EFFECTIVE 5/14/1973, FROM WHICH THE SOUTHWEST CORNER OF A CALLED 0.5043 ACRE TRACT DESCRIBED IN THE DEED TO JOSE JR AND GENEVA ALCALA, RECORDED IN DOCUMENT NO. 2024098, O.P.R.E.C.T., SAME BEING THE SOUTHEAST CORNER OF A CALLED 0.5039 ACRE TRACT DESCRIBED IN THE DEED TO MARTHA KELLEY AND MICHAEL W. ANDERSON, RECORDED IN DOCUMENT NO. 2033656, O.P.R.E.C.T., BEARS NORTH 03°01'09" EAST, A DISTANCE OF 134.54 FEET;

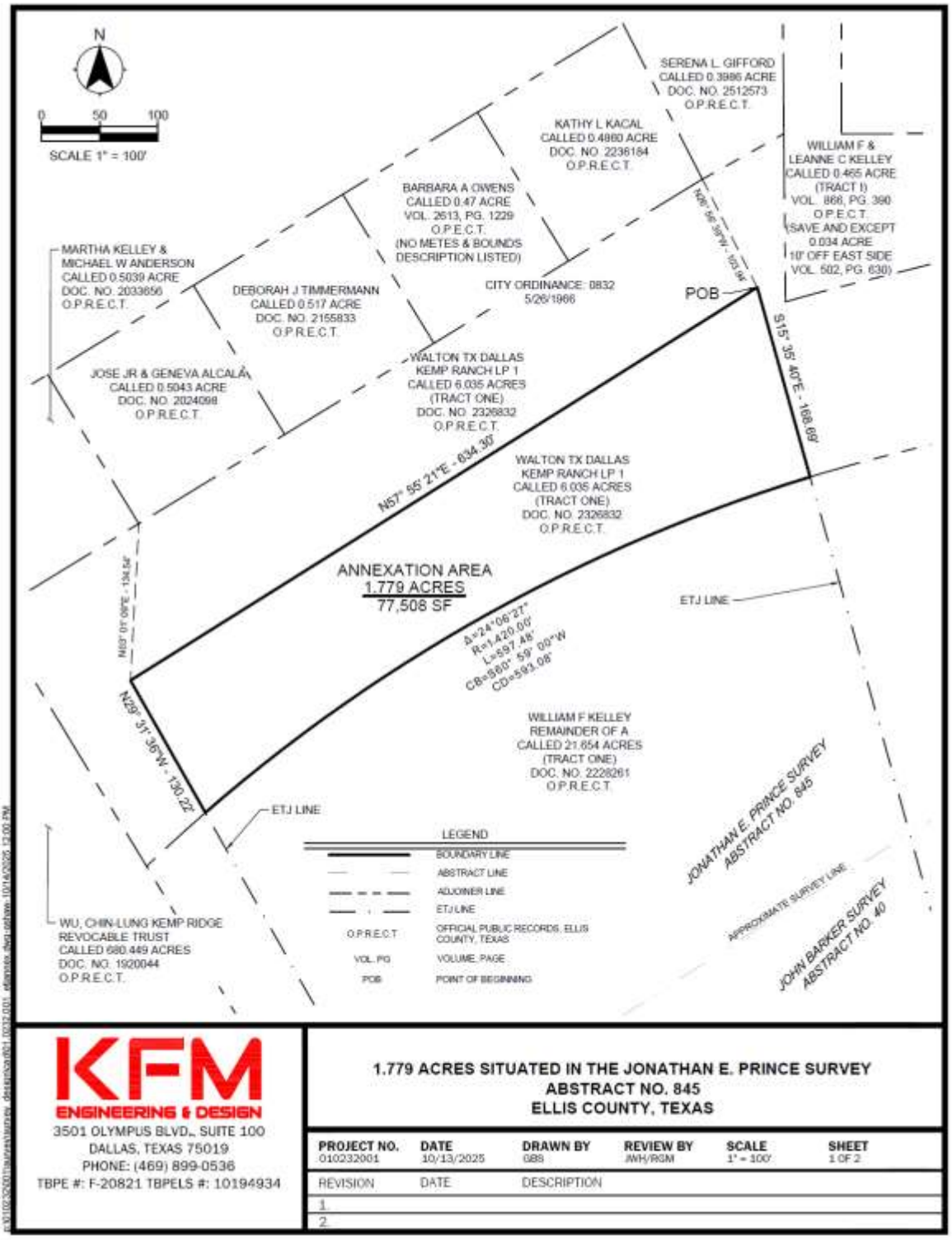
THENCE NORTH 57°55'21" EAST CROSSING THROUGH SAID REMAINDER OF 6.035 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID CITY ORDINANCE 1086 AND 0832, A DISTANCE OF 634.30 FEET TO THE POINT OF BEGINNING, CONTAINING 1.779 ACRES (77,508 SQ. FT.) OF LAND, MORE OR LESS.

KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
TBPE #: F-20821 TBPELS #: 10194934

1.779 ACRES SITUATED IN THE JONATHAN E. PRINCE SURVEY
ABSTRACT NO. 845
ELLIS COUNTY, TEXAS

PROJECT NO.	DATE	DRAWN BY	REVIEW BY	SCALE	SHEET
010232001	10/13/2025	GBS	JWH/RGM	1" = 100'	2 OF 2

REVISION	DATE	DESCRIPTION
1		
2		



KFM
ENGINEERING & DESIGN
3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
TBPE #: F-20821 TBPELS #: 10194934

1.779 ACRES SITUATED IN THE JONATHAN E. PRINCE SURVEY
ABSTRACT NO. 845
ELLIS COUNTY, TEXAS

PROJECT NO.	DATE	DRAWN BY	REVIEW BY	SCALE	SHEET
010232001	10/13/2025	GBB	JWH/RGM	1" = 100'	1 OF 2

REVISION	DATE	DESCRIPTION
1		
2		

Exhibit B
Proposed Concept Plan

inserted next page

Exhibit C
Proposed Development Standards

Development Standards

Exhibit D
Design Requirements

Exhibit E
Form of Assignment

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165

ASSIGNMENT AND ASSUMPTION AGREEMENT
REGARDING ANNEXATION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING ANNEXATION AGREEMENT ("Assignment") is made and entered into by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee"). Assignor and Assignee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, contemporaneously with the execution of this Assignment, Assignee acquired from Assignor the following tract of land: described on Exhibit "A" attached hereto (the "Assignee Property"); and

WHEREAS, Assignor (referred to as "Owner" in the Annexation Agreement) and the City of Waxahachie, Texas ("Waxahachie") (referred to as "Waxahachie" or "City" in the Annexation Agreement) entered into that certain Annexation Agreement dated _____, filed for record under Instrument No. _____ in the Real Property Records of Ellis County, Texas described on Exhibit "B" attached hereto (as modified or amended from time to time, the "Annexation Agreement"). The Annexation Agreement is incorporated herein in its entirety for all purposes; and

WHEREAS, the Annexation Agreement pertains to and encumbers the Property, as described in the Annexation Agreement, of which the Assignee Property is a portion; and

WHEREAS, pursuant to Section 25 of the Annexation Agreement, Assignor desires to assign to Assignee the Assigned Rights/Obligations (hereinafter defined) as "Owner" under the Annexation Agreement, and Assignee desires to accept such assignment and assume all of the Assigned Rights/Obligations of Assignor as "Owner" under the Annexation Agreement pursuant and subject to the terms and provisions hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), the foregoing, the covenants and conditions contained in this Assignment and other good

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals Incorporated. The recitals set forth above are made a part of this Assignment as if set forth herein verbatim.

2. Assignment. Assignor hereby grants, sells, assigns, transfers and conveys to Assignee all of Assignor's rights, titles, interests, powers, duties, obligations, responsibilities, requirements, conditions and all other matters in, to and under the Annexation Agreement, as "Owner" under the Annexation Agreement (collectively, "Assigned Rights/Obligations"), including, without limitation, any and all Assigned Rights/Obligations arising or accruing on, after or before the Effective Date, except obligations and liabilities resulting from Assignor's affirmative acts prior to the Effective Date that (i) were not taken by Assignor at the request, or with the approval, of Assignee or Developer (as defined in the Annexation Agreement) or (ii) are not expressly contemplated by the Annexation Agreement to be taken by Assignor. Assignee hereby accepts such assignment and, from and after the Effective Date (hereinafter defined) of this Assignment, agrees to be bound by, perform and assume the Assigned Rights/Obligations.

3. Effect on Other Portions of Annexation Agreement. This Assignment is further intended to assign, among other things, all rights, obligations, liabilities, duties, representations, warranties, remedies and waivers of Assignor (including, without limitation, any and all of the foregoing arising or accruing on, after or before the Effective Date), including, without limitation, all the general and/or miscellaneous provisions, under the Annexation Agreement to Assignee, said assignment having the same effect as if Assignee was the original "Owner" under the Annexation Agreement.

4. Indemnity of Assignor. ASSIGNEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNOR FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, AND INTENDED BY WAY OF EXAMPLE ONLY, REASONABLE ATTORNEY'S FEES, DISBURSEMENTS AND AMOUNTS PAID IN SETTLEMENT OF CLAIMS) (COLLECTIVELY, "LOSSES") ARISING OR ACCRUING ON, BEFORE OR AFTER THE EFFECTIVE DATE OUT OF OR IN CONNECTION WITH THE THIS ASSIGNMENT, THE ANNEXATION AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION THEREWITH (EXCEPT OBLIGATIONS AND LIABILITIES RESULTING FROM ASSIGNOR'S AFFIRMATIVE ACTS PRIOR TO THE EFFECTIVE DATE THAT (I) WERE NOT TAKEN BY ASSIGNOR AT THE REQUEST, OR WITH THE APPROVAL, OF ASSIGNEE OR DEVELOPER OR (II) ARE NOT EXPRESSLY CONTEMPLATED BY THE ANNEXATION AGREEMENT TO BE TAKEN BY ASSIGNOR), INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO ASSIGNEE'S FAILURE TO PERFORM THE OBLIGATIONS, DUTIES AND RESPONSIBILITIES UNDER THE ANNEXATION AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION THEREWITH; EXCEPT TO THE EXTENT THAT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR, OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES.

5. Indemnity of Assignee. ASSIGNOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNEE FROM AND AGAINST ANY AND ALL LOSSES INCURRED BY ASSIGNEE IN CONNECTION WITH OBLIGATIONS AND LIABILITIES ARISING OUT OF THE ANNEXATION AGREEMENT, BUT ONLY TO THE EXTENT SUCH LOSSES RESULT FROM ASSIGNOR'S AFFIRMATIVE ACTS PRIOR TO THE EFFECTIVE DATE THAT (I) WERE NOT TAKEN BY ASSIGNOR AT THE REQUEST, OR WITH THE APPROVAL, OF ASSIGNEE OR DEVELOPER OR (II) ARE NOT EXPRESSLY CONTEMPLATED BY THE ANNEXATION AGREEMENT TO BE TAKEN BY ASSIGNOR; AND EXCEPT TO THE EXTENT THAT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR, OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES.

6. Notices. Any notice provided or permitted to be given under this Assignment must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Assignor:

_____
_____
_____
_____
Telephone: _____
Email: _____

If to Assignee:

_____
_____
_____
_____
Telephone: _____
Email: _____

7. Entire Agreement. This Assignment contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

8. Multiple Counterparts. This Assignment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

9. Authority to Execute. The individuals executing this Assignment on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Assignment to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Assignment in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Assignment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

10. Representations. Each signatory represents this Assignment has been read by the party for which this Assignment is executed and that such party has had an opportunity to confer with its counsel.

11. Waiver. Waiver by either party of any breach of this Assignment, or the failure of either party to enforce any of the provisions of this Assignment, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance of this Assignment.

12. Binding Effect. All the covenants, terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors and assigns.

13. Governing Law/Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Assignment. The parties agree that this Assignment is performable in Ellis County, Texas, and that exclusive venue shall lie in Ellis County, Texas.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this Assignment and caused this Assignment to be effective when all the parties have signed it. The date this Assignment is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

_____,
a _____

By: _____
_____, _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ of _____, a Texas limited liability company, and that he executed the same for the purposes and consideration therein stated and, in the capacity, therein stated as the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this ____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires: _____

[ASSIGNEE]

By:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

[***Exhibits A & B to be attached***]

Exhibit F
Annexation Service Plan Agreement

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and between the CITY OF WAXAHACHIE, TEXAS, a home-rule municipality ("Waxahachie"), and _____ ("Landowner"). Waxahachie and Landowner are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner represents and warrants that Landowner is the sole owner of approximately _____ acres, more or less, situated in the _____ Survey, Abstract No. _____, Ellis County, Texas, which is more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Waxahachie a voluntary request for annexation of the Property into the corporate limits of Waxahachie pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Waxahachie City Council adopts an ordinance annexing the Property into the corporate limits of Waxahachie (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Waxahachie has complied or will comply with all requirements for the consideration of Landowner request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Waxahachie will provide to the Property provided that the Waxahachie City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Waxahachie has investigated and determined that it would be advantageous and beneficial to Waxahachie and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Waxahachie and Landowner agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Waxahachie and Landowner.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.

3. **Agreement Conditioned on Annexation**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Waxahachie City Council adopting the Annexation Ordinance within thirty (30) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Waxahachie City Council does not adopt the Annexation Ordinance within thirty (30) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement.

4. **Agreed Service Plan**. The following is a plan whereby full municipal services as defined in Section 43.056 of the Texas Local Government Code will be provided by the City of Waxahachie (the "City") in territory to be annexed, being approximately _____ acres of land located adjacent to the City limits, as depicted on the map included as Exhibit A.

   Municipal facilities and services will be provided to the annexed area at the following levels and in accordance with the following schedule, except as otherwise modified in the Annexation Agreement between the City and Walton Texas, LP and Walton TX Dallas Kemp Ranch LP 1 dated _____ __, 2026 (the "Annexation Agreement"):

   A. Police Protection:

   The City provides municipal police protection to its residents, including routine patrols throughout the City and law enforcement services upon call. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

   B. Fire Protection and Emergency Medical Services:

   The City provides full-time fire protection. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed annexation area.

   The City contracts with _____ for Emergency Medical Service. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they

are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed annexation area.

C. Solid Waste Collection:

The City's solid waste collection is currently provided by Waste Connections ("Waste Connections"). Upon the effective date of the annexation, the City will provide solid waste collection to the annexed area on the same basis as it is made available to other parts of the city with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

D. Water and Wastewater Service and Maintenance:

The area to be annexed is an unplatted area within the City's ETJ and currently receives water from the City of Waxahachie and is within the City's Water Certificate of Convenience, Certificate No. 10915, service area. The extension of any necessary sanitary sewer facilities will be added by the developer and in a manner consistent with other development regulations and practices. The developer will serve this area with a septic system instead of a sanitary sewer system. Currently, no sewer service is available in this area.

Should City plans be changed and sanitary sewer service infrastructure is extended to this area, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

E. Maintenance of Roads, Streets and Street Lighting:

The City shall begin to make provision for the maintenance of current public roads and streets within the annexed areas upon the effective date of the annexation*. Such streets and roads shall be maintained in their current condition and shall be included in the City's Capital Improvements Plan for upgrading, resurfacing and/or improvement on the same basis as other areas in the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the annexed area. Any such resurfacing or upgrade shall be made in accordance with current City policies or the City's Subdivision Ordinance, adopted as Ordinance 3151, and as amended from time to time.

Improvements will be made in conjunction with new development in accordance with City policies contained in the City's Subdivision Ordinance, subject to the provisions of the Annexation Agreement, after installation and dedication of such improvements by the relevant property owner and acceptance by the City. Future streets within the annexed area will be upgraded in accordance with an approved Capital Improvements Program, as may be amended from time to time, on the same basis as other areas in the City with land uses and population densities to those reasonably contemplated or projected in the annexed area.

* State-owned facilities will continue to be maintained by the State of Texas, Department of Transportation.

F. Parks, Playgrounds and other Public Facilities and Services:

Public parks, playgrounds, and other public recreation facilities dedicated to and accepted by the City within the annexed area, will be maintained in their present condition by the City upon the effective date of the annexation. Property owners and residents of the annexed area may use the existing public parks, playgrounds, and other recreation facilities and services of the City on the same basis as other residents of the City.

G. Public Library Services and Other Publicly Owned Facilities, Buildings and Services:

Property owners and residents of the annexed area may use the existing public library and other publicly owned facilities, buildings, and services within the City on the same basis as other residents of the City.

H. City Regulations and Code Enforcement

The annexed areas will upon the date of annexation be subject to all City regulations as specified within the City of Waxahachie Code of Ordinances, subject to the provisions of the Annexation Agreement. Further, the City's codes and regulations will be enforced in a manner like other similar parts of the corporate city limits.

I. General Municipal Administration:

General municipal administration services will be available to the annexed area upon the effective date of the annexation. This Service Plan provides for full municipal services to the annexed area on the same basis as municipal services are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area. Further, said municipal services are equal to or greater than the services and level of such services in existence in the annexed area are immediately preceding the effective date of the annexation. This Service Plan does not constitute a right to a superior level of services in the annexed area. The City retains its authority to adjust programs on a city-wide basis to provide more effective services through changes in operating procedures and standards. The City also retains the authority to adjust services on a city-wide basis should economic or emergency circumstances dictate.

Default. If Waxahachie fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Waxahachie receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Waxahachie be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

5. **Limitations of Agreement**. Waxahachie ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Waxahachie under any ordinance, whether now existing or in the future arising.

6. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Waxahachie, addressed to it at:

City of Waxahachie
Attn: City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165
Email: _____

With a copy to:

Terrence S. Welch
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

If to Owner, addressed to it at:

_____

With a copy to:

If to Landowner, addressed to him at: _____
_____
_____
Telephone: _____
Email: _____

7. **Warranties/Representations.** All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon

by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

8. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

9. **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Ellis County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Ellis County, Texas.

10. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

11. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).

13. **Savings; Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

14. **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

15. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

16. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Waxahachie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that

would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on that date following the execution of this Agreement by all parties ("Effective Date").

CITY OF WAXAHACHIE, TEXAS,
a home-rule municipality

By:_____
_____, City Manager

Date:_____

Attested to by:

_____
Amber Villarreal, City Secretary

LANDOWNER

By:_____
Printed Name:_____
Title:_____
Date:_____

STATE OF TEXAS §
§
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF WAXAHACHIE, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Waxahachie, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____ 202__.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____ day of _____, 202__ .

_____
Notary Public, State of Texas
My Commission Expires:_____

Exhibit A