

Town Council Regular Meeting



March 2, 2026

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with either a member of Town Council, staff, or consultant, participating by video conference. The public meeting location will be Flower Mound Town Hall, 2121 Cross Timbers Rd, Flower Mound, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.

Comments regarding any agenda item can be sent to the Town Council by emailing towncouncil@flowermound.gov or by calling 972.874.6005 and leaving a message.

AGENDA

A. CALL TO ORDER

B. INVOCATION

C. PLEDGES

1. Pledges - Webelos Cub Scout Pack 256

D. PRESENTATION(S)

1. Salvation Army Red Kettle Challenge Results

E. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Town Council regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

In accordance with the Texas Open Meetings Act, the Town Council is restricted from discussing or acting on items not listed on the agenda.

To speak to Council during public comment, fill out a comment form (PDF). Note:

- Limited to three (3) minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the Mayor
- Direct comments to the Town Council
- State your name and the municipality where you reside

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates

H. FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding that a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

I. COORDINATION OF CALENDARS

1. March 12 - Work Session
2. April 6 - Regular Meeting

J. CONSENT ITEM(S)

This part of the agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from Consent by any council member by making such request prior to a motion and vote.

1. Minutes - 2/16 - Consider approval of the minutes from a Town Council Regular Meeting; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special Meeting; and Crime Control and Prevention District Special Meeting held on February 16, 2026.
2. Flatbed Sign Cutter Purchase - Consider approval of the purchase of the Apex PLUS 2516 Flatbed Sign Cutter in the amount of \$69,500.00 from BC Graphics, LLC.
3. PSA - Traffic Signal Design 2026 - Consider approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., to provide traffic signal designs for the Flower Mound Road at Quail Run Road Traffic Signal (S-9); FM 1171 at Luther Signal Reconstruction; and Mckamy Creek at Old Settlers Pedestrian Safety Improvement projects in the amount of \$103,000.00; and authorization for the Mayor to execute same on behalf of the Town
4. Furst Ranch Phase 1 Development Agreement - Consider approval of a Development Agreement with 1171 Commercial NE, LLC for the construction of certain Master Planned Town Roadway and Utility improvements associated with the Furst Ranch development, in the amount of \$22,168,915.20.
5. Frontier Internet Upgrades - Consider approval of three (3) Service Agreements with Frontier Communications of America, Inc for upgraded and new internet connectivity, in the amount of \$224,700 over five (5) years.

K. REGULAR ITEM(S)

1. FM2499 / FM3040 Intersection Improvements - Consider approval of a Construction Agreement with 2L Construction LLC, for the FM 2499 at FM 3040

- Intersection Improvements project, in the amount of \$2,820,681.50; and authorization for the Mayor to execute the same on behalf of the Town.
2. SSP25-0006 - Havenwood Phase 1 - Consider a request for a Subdivision Site Plan (SSP25-0006 – Havenwood, Phase 1) to develop a residential subdivision with an exception to Section 90-403, “Fully developed FEMA floodplain,” and an exception to Section 90-404, “Special flood hazard area (FEMA floodplain),” of the Code of Ordinances to allow construction-related activity within the Fully Developed and FEMA floodplain areas. The property is generally located south of Cross Timbers Road, east of Shiloh Road and west of Scenic Road. (PZ recommended approval by a vote of 6 to 0 at its February 23, 2026, meeting.)
 3. TRP25-0011 - Havenwood Phase 1 - Public Hearing to consider an application for a tree removal permit (TRP25-0011) for three (3) specimen trees on the property known as Havenwood Phase 1 for the proposed conservation development. The property is generally located south of Cross Timbers Road, east of Shiloh Road, and west of Scenic Drive. (The Environmental Conservation Commission recommended approval of the three (3) trees by a vote of 5 to 1 at its February 3, 2026, meeting.)
 4. SP25-0019 - Forestwood Middle School Track Replacement - Public Hearing to consider a request for a site plan (SP25-0019 – Forestwood Middle School Track Replacement) to redevelop an outdoor athletic area, with an exception to Section 82-302, “Compatibility buffer,” of the Code of Ordinances. The property is generally located east of Morriss Road and southeast of Garden Road. (PZ recommended approval by a vote of 6 to 0 at its February 23, 2026, meeting.)
 5. TRP25-0009 - Forestwood Middle School Track Replacement - Public Hearing to consider an application for a tree removal permit (TRP25-0009) for fifteen (15) specimen trees on the property known as Forestwood Middle School for the proposed track replacement. The property is generally located east of Morriss Road and southeast of Garden Road. (The Environmental Conservation Commission postponed this item by a vote of 6 to 0 at its February 3, 2026, meeting. The Environmental Conservation Commission recommended approval of the fifteen (15) trees by a vote of 6 to 0 at its February 12, 2026, special meeting.)
 6. LDR25-0003 - 2025 State Legislative Updates - Public Hearing to consider an ordinance amending the Land Development Regulations (LDR25-0003 – 2025 State Legislative Updates) by amending Chapter 34, “Environment” of Subpart A “General Ordinances” and Chapter 78, “Administration” and Chapter 98, “Zoning” of Subpart B “Land Development Regulations” related to notice and protest procedures, home occupation, land uses, and noise. (PZ recommended approval by a vote of 6 to 0 at its February 23, 2026, meeting.)
 7. LDR25-0004 - Parking Mitigation and Foundational Planting Update - Public Hearing to consider an ordinance amending the Land Development Regulations (LDR25-0004 – Parking Mitigation and Foundational Planting Update) by amending Chapter 74, “General Provisions” and Chapter 82, “Development Standards” related to definitions, parking mitigation, off-street parking, foundational planting, and parking area landscaping. (PZ recommended approval by a vote of 6 to 0 at its February 23, 2026, meeting.)

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

1. DCAD Resolution - Discuss and consider approval of a resolution to nominate an individual to be voted on by taxing jurisdictions to fulfill a vacancy on the Board of Directors for the Denton Central (DCAD) Appraisal District.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as indicated below. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the below-referenced items.

1. **Section 551.071: Consultation with Town Attorney**
Consultation with Town Attorney.
 - a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas
2. **Section 551.072: Deliberation Regarding Real Property**
Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, and all matters incident and related thereto.
3. **Section 551.074: Personnel Matters**
Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.
 - a. Discuss the duties of the Municipal Court Judge, including the January report regarding court activities.
4. **Section 551.087: Deliberation Regarding Economic Development Negotiations**
Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

N. RECONVENE

O. ADJOURN

I do hereby certify that the notice of above meeting for the Town of Flower Mound was posted at Town Hall, Town of Flower Mound, Texas, and on the Town's website in compliance with Chapter 551, Texas Government Code on February 24, 2026, by 5:00 p.m.

Anne Carnes, Deputy Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

In accordance with section 551.043 of the Texas Government Code, the Taxpayer Impact Statement can be viewed by clicking [HERE](#).

To preview upcoming items of business that may appear on future agendas click [HERE](#).

**FLOWER MOUND TOWN COUNCIL REGULAR MEETING;
TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION,
AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING;
AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING**



February 16, 2026

Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the meeting to order at 6:00 p.m. with the following members present:

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Janvier Werner, Councilmember Place 4

Town Council member(s) absent:
Brian Taylor, Councilmember Place 3

Town Staff present:
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
JP Walton, Strategic Services Officer

B. INVOCATION

Chaplain Liles gave the invocation.

C. PLEDGES

Mayor Moore led the Pledge of Allegiance to the United States and Texas flags.

D. PUBLIC COMMENT

Names listed below don't necessarily reflect the order in which each person spoke, and all municipalities are located in Flower Mound unless otherwise indicated.

	Speaker name and municipality	Subject (as written on the form)
1.	Jacque Narrell	Texas 250 Exhibit
2.	Jay Yost	Pink Evening Primrose Trail
3.	Nicike Woodard	FM Chamber Update
4.	Dan Koller, Coppell	Broken Street Lights
5.	Sachin Jaion*	Support agenda item #10

** Indicates person did not wish to speak*

E. ANNOUNCEMENTS

There were announcements from the Mayor or Council members regarding:

Ann Martin:

Congratulations to Council member Drew running unopposed.

Thank you to all those who contributed their talents to the Taste of Flower Mound.

Chris Drew:

Thank you to Flower Mound, appreciating the resident's support and compliments to the current Council.

F. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. Employee Service Recognition

James W. Childers, Town Manager, recognized the following employees:

Fifteen (15) years of service

Poornima Kashyap, Planning Manager

Twenty (20) years of service
Katrina Williams, Public Safety Communications Officer

Mr. Childers also highlighted agenda item I.5, stating that this system will assist asset management across multiple departments.

G. FUTURE AGENDA ITEM(S)

There were no future agenda item requests.

H. COORDINATION OF CALENDARS

Mayor Moore confirmed that all Council members plan to be at the following meetings.

1. February 19 - Work Session
2. March 2 - Regular Meeting

I. CONSENT ITEM(S)

ACTION: Ann Martin moved to approve consent items I.1 - I.15 as written.
Chris Drew seconded the motion.
AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

1. Minutes - 2/2 - Consider approval of the minutes from a regular meeting held on February 2, 2026.
2. FY 2025-2026 CIP Amendment No. 1 - Consider Approval of Amendment No. 1 to the Fiscal Year 2025-2026 Capital Improvement Program.
3. Denton Creek Blvd. - ICA - Consider approval of the Interlocal Cooperation Agreement with Denton County for the construction of a portion of Denton Creek Boulevard, and authorize the Mayor to execute the same on behalf of the Town; in the amount of \$1,700,000.
4. Canyon Falls Village 3 Development Agreement - Consider approval of a Development Agreement with PH Land Holdings, LLC and Drees Custom

Homes, LP for the construction of certain Master Planned Town Roadway and Utility improvements associated with the Canyon Falls Village 3 development, in the amount of \$5,024,490.

5. PSA Utility Asset Management - Consider approval of a Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for Work Order System Analysis and Improvement services for the Utility Asset Management project, in the amount of \$588,000; and authorization for the Mayor to execute same on behalf of the Town.
6. TIRZ #2 2025 Annual Report - Consider approval of the 2025 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #2 (TIRZ #2).
7. Annual Laserfiche Renewal and Subscription Upgrade - Consider approval of Addendum No. 7 to the Master Services Agreement with MCCi, LLC , in the amount of \$45,061.83, for the migration from Laserfiche Avante perpetual licensing to the Laserfiche Subscription licensing model and implementation of Laserfiche Version 12.
8. Easement Abandonment of 4725 Christopher Court - Consider approval of an ordinance vacating and abandoning the existing 7.5-foot utility easement located along the southern property line of Lot 14, Block W, of Wellington Estates Phase 3 Subdivision. The property is generally located south of Quail Run and East of Flower Mound Road.

ORDINANCE NO. 01-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EXISTING 7.5-FOOT UTILITY EASEMENT LOCATED ALONG THE SOUTHERN PROPERTY LINE OF LOT 14, BLOCK W, OF WELLINGTON ESTATES PHASE 3 SUBDIVISION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS WHICH LOT IS MORE COMMONLY KNOWN AS 4725 CHRISTOPHER COURT, FLOWER MOUND, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING AND ASSIGNING THIS EASEMENT TO THE OWNERS OF THE FEE ESTATE; REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

9. Depository and Custodial Agreements - Consider approval of a resolution extending the bank depository agreement with JPMorgan Chase Bank, NA, and the custodial agreement with The Bank of New York Mellon, for a two-year renewal period, declaring an effective date; and authorization for the Mayor to execute same on behalf of the Town.

RESOLUTION NO. 02-26

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, EXTENDING THE BANK DEPOSITORY AGREEMENT WITH JPMORGAN CHASE BANK, NA, AND THE CUSTODIAN AGREEMENT WITH THE BANK OF NEW YORK MELLON TRUST COMPANY FOR A TWO-YEAR RENEWAL PERIOD AND DECLARING AN EFFECTIVE DATE.

10. Holi Festival - Alcoholic Beverages - Consider approval for the sale and consumption of alcoholic beverages (beer and wine) at the Heritage Park of Flower Mound during the annual DCICA Holi Festival co-sponsored event. The Parks Board unanimously recommended approval by a vote of 6 to 0 at its February 5, 2026, regular meeting.
11. Utility Construction Estimate - Consider approval of a construction estimate from Reyman Construction for the installation of an emergency bypass connection for the Lakeside Lift Station through Town of Addison interlocal contract number 22-42, in the amount of \$65,377.07; and authorization for the Mayor to execute same on behalf of the Town.
12. Crime District FY 25-26 Budget Amendment #2 - Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as adopted by Resolution No. 22-25 and amended by Resolution No. 31-25.

RESOLUTION NO. 03-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AS ADOPTED BY RESOLUTION NO. 22-25 AND AMENDED BY RESOLUTION NO. 31-25; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

13. Fire District FY25-26 Budget Amendment #2 - Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as adopted by Resolution No. 23-25 and amended by Resolution No. 32-25.

RESOLUTION NO. 04-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AS ADOPTED BY RESOLUTION NO. 23-25 AND AMENDED BY RESOLUTION NO. 32-25; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

14. FY 25-26 Budget Amendment #2 - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2025, and ending on September 30, 2026, as adopted by Ordinance No. 32-25 and amended by Ordinance No. 51-25 for adjustments to the General Fund, Street Maintenance Sales Tax Fund, Parks 4B Sales Tax Fund, Crime Control and Prevention District Sales Tax Fund, Fire Control, Prevention, and Emergency Medical Services District Sales Tax Fund, Texas Parks and Wildlife Development Fund, General Capital Projects Fund, Interlocal Capital Projects Fund, Certificates of Obligations - Facilities Fund, Vehicle and Equipment Replacement (VERF) Fund, Technology Replacement Fund, Utility Capital Projects - Reserve Fund, and the Certificates of Obligation/Revenue Bond - Water Fund.

ORDINANCE NO. 02-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026, AS ADOPTED BY ORDINANCE NO. 32-25 AND AMENDED BY ORDINANCE NO. 51-25, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, STREET MAINTENANCE SALES TAX FUND, PARKS 4B SALES TAX FUND, CRIME CONTROL AND PREVENTION DISTRICT SALES TAX FUND, FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SALES TAX FUND, TEXAS PARKS & WILDLIFE FUND, GENERAL CAPITAL PROJECTS FUND, INTERLOCAL CAPITAL PROJECTS FUND, CERTIFICATES OF OBLIGATIONS – FACILITIES FUND, VEHICLE AND EQUIPMENT REPLACEMENT FUND, TECHNOLOGY REPLACEMENT FUND, UTILITY CAPITAL PROJECTS – RESERVE FUND, AND CERTIFICATES OF OBLIGATION/REVENUE BOND – WATER FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

15. Historical Item Pre-approval Loan List - Consider approval of several historical items for the town's historical items pre-approval list for loans; authorizing the Town of Flower Mound to enter into a loan agreement.

J. REGULAR ITEM(S)

1. MISC25-0004 - Mavis Tires and Brakes Elevations - Consider a request for a meritorious design exception (MISC25-0004 - Mavis Tires and Brakes Elevations) to the urban design plan pursuant to Section 98-1163, "Exterior wall construction for non-residential buildings," of the Code of Ordinances for an existing non-residential building. The property is generally located south of Justin Road and west of Stone Hill Farms Parkway. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)

Lexin Murphy, Director of Development Services, gave a presentation identifying or noting:

General and detailed site plan photos; land use and zoning; exceptions; site plan, site photos; landscape plan; and elevation plan.

Applicant, Chris Myers, representing Mavis Tires and Brakes, gave a presentation identifying or noting:

Site photos and similar business comparison photos.

Town Council and staff discussed building and accent color and the longevity of the painted brick.

ACTION:	Adam Schiestel moved to approve J.1 with language recommended by staff. Chris Drew seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

2. SP25-0017 - Flower Mound High School Locker Rooms - Consider a request for a Site Plan (SP25-0017 – Flower Mound High School Locker Rooms) to develop an additional locker room with a waiver to the roof pitch requirement pursuant to Section 98-1163, "Exterior wall construction for nonresidential buildings," of the Code of Ordinances. The property is generally located west of Old Settlers Road and north of Peters Colony. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)

Lexin Murphy, Director of Development Services, gave a presentation identifying or noting:

General and detailed location photos; land use and zoning; exceptions; site plan; site photos; landscape plan; and elevation plan.

A presentation was not required by the applicant.

Town Council and Staff discussed ensuring the roof is consistent with other buildings.

ACTION:	Ann Martin moved to approve J.2 as written. Chris Drew seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

3. SP25-0021 - Marcus High School Locker Room Addition - Consider a request for a Site Plan (SP25-0021 - Marcus High School Locker Room Addition) to develop an additional locker room with a waiver to the roof pitch requirement pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located east of Long Prairie Road and north of Dixon Lane. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)

Lexin Murphy, Director of Development Services, gave a presentation identifying or noting:

General and detailed location photos; land use and zoning; exceptions; site plan; site photos; landscape plan; and elevation plan.

A presentation was not required by the applicant.

ACTION:	Ann Martin moved to approve J.3 as written. Chris Drew seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

4. SP25-0018 - Aura Brookview - Consider a request for a Site Plan (SP25-0018– Aura Brookview) for a multi-family apartment complex, with a waiver to the roof pitch requirement pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located north of Cross Timbers Road and west of U.S. Highway 377. (PZ recommended approval by a vote of 6 to 0 at it's February 9, 2026, meeting.)

Lexin Murphy, Director of Development Services, presented items J.4 and J.5 together and gave a presentation identifying or noting:

General and detailed location photos; land use and zoning; exceptions; site plan; site photos; landscape plan; and elevation plan.

Applicant, Conner Osburn, Trinsic Residential Group, gave a presentation identifying or noting:

Fitness building and pool courtyard renderings; and site plan.

Town Council and staff discussed options for roof pitch/flat roof; sloped pavilion; adjacent town home views; and roof pitch options.

ACTION:	Chris Drew moved to approve J.4 with the condition that the design of the fitness building roof match that of the pool pavilion, including a 3/12 roof pitch. Ann Martin seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

5. Aura Brookview Park Dedication Consideration - Consider approval of a Parks Board Recommendation (PBR25-0004) for cash, in the amount of \$1,844,482.74 to be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$416,400.00 for the Aura Brookview Multi-family development generally located north of Cross Timbers Rd. and east of Canyon Falls Dr.

This item was presented this item with J.4

ACTION:	Adam Schiestel moved to approve J.5 as presented. Ann Martin seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS:	None

ABSTAIN: None
RESULT: 4 : 0

6. SUP25-0007 - Simpoint - Public Hearing to consider an ordinance granting Specific Use Permit No. 500 (SUP25-0007 – Simpoint) to permit an amusement and recreation (indoors) use. The property is generally located south of Flower Mound Road and west of Gerault Road. (PZ recommended approval by a vote of 6 to 0 at its February 9, 2026, meeting.)

Lexin Murphy, Director of Development Services, gave a presentation identifying or noting:

General and detailed location photos; land use and zoning; conceptual site plan; site plan photos; and SUP conditions.

Applicant Kham Baccam with Simpoint Simulators gave a presentation identifying or noting:

Services offered and business operations.

Town Council, applicant and staff discussed virtual games.

Mayor Moore opened the public hearing. There being no one wishing to speak, Mayor Moore closed the public hearing.

ACTION: Ann Martin moved to approve J.6 with the two staff stipulations as written. Janvier Werner seconded the motion.

AYES: Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew

NAYS: None

ABSTAIN: None

RESULT: 4 : 0

ORDINANCE NO. 03-26

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 500 (SUP-500) FOR AN AMUSEMENT AND RECREATION (INDOORS) USE ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 6.3 ACRES OF LAND AND BEING A PORTION OF LOT 7, BLOCK A OF THE PINES OF FLOWER MOUND ADDITION, AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 82 (PD-82) WITH R-2 RETAIL DISTRICT-2 USES; PROVIDING

THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES;
PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE;
PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

7. Economic Development Incentive Policy - Public Hearing to consider approval of a resolution adopting updates to the Economic Development Incentive Policy for the Town of Flower Mound, and providing for an effective date.

Ray Watson, Director of Economic Development, gave a presentation identifying or noting:

Policy reorganization; established defined criteria; preferred retail list; fee-based incentive; and digitized application.

Town Council and staff discussed resolution language being flexible.

Mayor Moore opened the public hearing. There being no one wishing to speak, Mayor Moore closed the public hearing.

ACTION:	Ann Martin moved to approve J.7 as proposed. Chris Drew seconded the motion.
AYES:	Janvier Werner, Ann Martin, Adam Schiestel, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	4 : 0

RESOLUTION NO. 05-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE TOWN OF FLOWER MOUND; MAKING FINDINGS RELATIVE THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

8. Annual Tree Planting Project - Provide an update regarding the completed tree planting project at Shadow Ridge Park. Present and discuss options for the FY 2026-27 Annual Tree Planting Project.

Sarah Luxton, Senior Management Analyst, gave a presentation identifying or noting:

Shadow Ridge Park photos; annual tree planting project; community tree survey; tree species; location options; and next steps.

Town Council and staff discussed Morriss Road; tree species; grant funding; native trees and additional options; expense; size specificity and ECC approved species.

No action was required for this item.

K. WORK SESSION ITEM

1. Presentation and discussion on land use assumptions, capital improvements plan, and the imposition of an impact fee.

Lee Rodriguez, CIP/TIRZ Manager, introduced Pete Kelly, Professional Engineer, with Kimley Horn, who gave a presentation identifying or noting:

Impact fee basics; legislation; Impact fee components, water meter equivalents; and Capital Improvement Project (CIP) impact fees.

Connor Manley, Professional Engineer, with Kimley Horn, who gave a presentation identifying or noting:

Water impact fee maps; water CIP and growth summary; water maximum fee; wastewater impact fee CIP maps; wastewater CIP and growth summary; wastewater maximum fee; single family home breakdown; timeline; next steps; roadway, water, and wastewater impact fee comparisons.

Town Council, representatives and staff discussed municipal funding decisions whether to or to not collect water/wastewater impact fees; maximum accessible impact fee (true cost) to developer or residents subsidizing new development; legislative restrictions; and phased escalation over 5 to 10 years.

L. BOARDS/COMMISSIONS

There were no items for this category.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with Town Attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, as indicated below. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the below-referenced items.

Mayor Moore announced that the Town Council is convening into a closed meeting at 7:54 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. **Section 551.071: Consultation with Town Attorney**

Consultation with Town Attorney.

a. Reginald Rembert & Rembert Enterprises, Inc. v. Town of Flower Mound, Texas

2. **Section 551.072: Deliberation Regarding Real Property**

Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, and all matters incident and related thereto.

3. **Section 551.074: Personnel Matters**

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.

4. **Section 551.087: Deliberation Regarding Economic Development Negotiations**

Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

N. RECONVENE

The Town Council reconvened into the open meeting at 8:50 p.m.; There was no action taken as a result of the closed meeting.

O. ADJOURN

Mayor Moore adjourned the meeting at 8:50 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



TOWN COUNCIL AGENDA J.2. CONSENT ITEM(S)

DATE: March 2, 2026
FROM: Matthew Hotelling, Assistant Director of Public Works/Transportation
ITEM: **Consider approval of the purchase of the Apex PLUS 2516 Flatbed Sign Cutter in the amount of \$69,500.00 from BC Graphics, LLC.**

BACKGROUND: During FY 25-26, a flatbed sign cutter was approved. The current method is that once signs are printed that each sign must be cut by hand. This process is labor-intensive. The use of a flatbed sign cutter will improve efficiencies in both production and operation. With the flatbed cutter, signs can be more closely nested together. Therefore, there is less waste material being produced with each sign. With the anticipated growth of the Town, the flatbed cutter will increase the Town's ability to fabricate and maintain the approximately 15,000 signs to state and federal standards.

The Town received three quotes for the flatbed cutter. The lowest quote was for \$69,600.00 from BC Graphics, LLC.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Continue the manual cutting process.

FISCAL IMPACT: \$69,500.00

Proposed Expenditure/(Revenue)
\$69,500.00

Account Number(s):
100-690-95100-6100

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Flatbed Cutter Quote

DRAFT MOTION: Move to approve as presented in the agenda caption.



1623 Main Street
Unit 311
Dallas, TX. 75201
TAX ID# 83-4597149
WOMAN OWNED BUSINESS

Date: Jan 12 2026
Prepared by: Carmen Del Mar
Phone: (408) 310-7132
Email: Carmen@4bnc.com
Quote EXP: 60 days

Proposal:

Shipping:

Town of Flower Mound

Company: Town of Flower Mound
Street 201 Spinks Road
City, State: Flower Mound, TX 75028
Attention: Mika Clark
Phone: 972.874.6416
Email: mika.clark@flower-mound.com

Product Code	Quantity	Description	Price
Apex PLUS 2516 with 350kw Router	1	CWT Apex PLUS 2516 3 Head Cutting System with a cutting area of 63" wide by 98" long Vacuum Pump with 4 Variable vacuum zones for table hold down	\$ 90,000.00
	1	Computer/monitor/keyboard/mouse software	
	1	UCT - Drag Knife Tool	
	1	Creasing Wheel (w/ 4 wheels)	
	1	Kiss Cut	
	1	V Bevel-Cut	
	1	CCD Camera	
	1	AKI - Auto Knife Initialization	
	1	EOT - Electric Oscillating Tool	
	1	Starter pack blades/bits	
	1	Conveyor w/ Roll feed Holder	
	1	350w 60k RPM Air Cooled Router	
	1	Instalaltion, training & 1 Year on site Parts & Labor Warranty	
			Included
		*Shipping to be estimated from Irving TX warehouse to customer on standard truck dock high or flatbed truck. Unloading/rigging needs at site are the responsibility of the customer	\$ 90,000.00

This proposal/quotation on the goods names, subject to the conditions noted below:

Standard terms for equipment are 50% down to process an order, 50% to release shipment from MFG

A finance charge of 1.5% per month shall be charged to any balance over 30 days.

By Signing this proposal you are agreeing to the terms of this contract to purchase equipment at price stated on the contract

I agree to purchase the above products and services at the indicated price and terms, no product returns accepted. Customer is responsible for arranging all freight charges and responsible for all fees and taxes.

Customer Signature:

Date:

Discount	\$ (20,500.00)
Tax	Exempt
Shipping*	included
Total	\$ 69,500.00



TOWN COUNCIL AGENDA J.3. CONSENT ITEM(S)

DATE: March 2, 2026
FROM: Matthew Hotelling, Assistant Director of Public Works/Transportation
ITEM: **Consider approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., to provide traffic signal designs for the Flower Mound Road at Quail Run Road Traffic Signal (S-9); FM 1171 at Luther Signal Reconstruction; and Mckamy Creek at Old Settlers Pedestrian Safety Improvement projects in the amount of \$103,000.00; and authorization for the Mayor to execute same on behalf of the Town**

BACKGROUND: The first intersection of Flower Mound Road and Quail Run Road has met traffic signal warrants in accordance with the Texas Manual on Uniform Traffic Control Devices. This location was reviewed by the Transportation Commission and was determined to be a desired location for a new traffic signal.

The second intersection of Cross Timbers Road (FM 1171) and Luther/Parker Square is in need of reconstruction. This location is over 20 years old. Several items do not meet today's standards and signal pole foundations have begun to crack.

The third intersection of Old Settlers Road and McKamy Creek Road is a pedestrian safety improvement project. This project was originally requested by the Police Department. This project will add a pedestrian crossing to the western side of the intersection. The addition of this pedestrian crossing will reduce the number of crossings for school-aged pedestrians from two to one. This will increase the safety of this crossing in addition to almost completely eliminating the pedestrian/vehicle conflict between school-aged pedestrians and the predominate morning vehicular movement of southbound to eastbound.

BOARD REVIEW/CITIZEN FEEDBACK: The Transportation Commission reviews traffic signal projects, new and reconstruction, each spring. Both of these locations were reviewed by the Transportation Commission and recommended for installation/reconstruction.

ALTERNATIVES: A decision to deny the professional services agreement will delay the projects to a future date.

FISCAL IMPACT: \$103,000.00

Proposed Expenditure/(Revenue)

\$51,500.00

\$51,500.00

\$103,000.00

Account Number(s):

505-220-77122-6200

505-220-77121-6200

LEGAL REVIEW: The Town's standard professional service agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., was used to draft this agreement. No alteration to the legal content of this form document was made.

ATTACHMENTS:

1. Professional Services Agreement
2. Form 1295

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN and ASSOCIATES, INC.**

This contract is entered into on this 2nd day of March, 2026, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 801 Cherry Street, Unit 11, Suite 1300, Fort Worth TX 76021.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying and designing Flower Mound Road at Quail Run Road Traffic Signal (S-9); FM 1171 at Luther Signal Reconstruction; and McKamy Creek at Old Settlers Pedestrian Safety Improvement project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Flower Mound Road at Quail Run Road Traffic Signal (S-9); FM 1171 at Luther Signal Reconstruction; and Mckamy Creek at Old Settlers Pedestrian Safety Improvement project specifically the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Three Thousand and No/100 Dollars (\$103,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such

notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT shall provide documents in any commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

Vendor agrees they will not use the Town's data for AI purposes and will disclose if they submit documents to the Town that include AI generated statements. This includes proposals/bid submittals.

VIII.

Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flowermound.gov

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Matthew J. Hotelling, P.E., PTOE, ADAC
Assistant Director of Public Works/Transportation
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6303 Telephone

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX. Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.

Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT

OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONSULTANT OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI.
Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

Matthew J. Hotelling, P.E., PTOE, ADAC
Assistant Director of Public Works/Transportation
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6303 Telephone

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

Abhishek Acharya, P.E., PTOE
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, TX 76021
817-339-2297 Telephone
abhishek.acharya@kimley-horn.com

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.

Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI. Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII. Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII. No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV. Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the

Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[Signature Page to Follow]

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

**CONSULTANT:
KIMLEY-HORN AND
ASSOCIATES, INC.**

THE TOWN OF FLOWER MOUND, TEXAS

By: Scott R. Arnold

By: _____

Name: Scott R. Arnold

Name: _____

Title: Vice President

Title: _____

Dated: January 19, 2026

Dated: _____

Attachment A
Scope of Services
Traffic Signal Design for FM 1171 at Parker Square Road; Flower Mound Road at Quail Run
Road and Traffic Signal Modifications for McKamy Creek Road at Old Settlers Road
The Town of Flower Mound, Texas

Project Description

The TOWN is planning to install a permanent traffic signal at the intersections of Flower Mound Road at Quail Run Road and replace the existing traffic signal at the intersection of FM 1171 (Cross Timbers Road) at Parker Square Road/ Luther Lane. In addition, the project also consist of curb ramps and pedestrian signal installation on the west side of the intersection of McKamy Creek Road at Old Settlers Road. The curb ramps and crosswalk on east and north side of the intersection to remain. The following scope of services consists of the preparation of plans, specifications, quantities, and estimate for the construction of this traffic signal, curb ramp and sidewalk improvements.

Traffic Signal Design

Task 1 Topographic Survey

- A. The CONSULTANT will perform a field survey at the intersections of Flower Mound Road at Quail Run Road; and FM 1171 (Cross Timbers Road) at Parker Square Road/ Luther Lane to collect horizontal and vertical elevations and other information needed by the CONSULTANT in design and preparation of plans for the project. Information gathered during the survey shall consist of topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy), and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slopes to fit intersecting grade lines.
- B. The design for McKamy Creek Road and Old Settlers Road will be completed using aerial survey. Topographic survey will not be collected for this location.
- C. The minimum survey information to be provided on the plans shall consist of the following:
 - A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400.
 - The following information about each Control Point:
 - Identified (Existing. Town Monument #XXX, PK Nail, 5/8" Iron Rod).
 - X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on Town Datum only.
 - Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of FM 1171 at the East end of radius at the Southeast corner of FM 1171 and Parker Square Road).
 - Coordinates on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, etc., in the same coordinate system, as the Control.
 - No less than two horizontal benchmarks, per line or location.
 - Bearings given on all proposed centerlines, or baselines.
 - Station equations relating utilities to paving, when appropriate.

Task 2 Base Map Assembly

This task will consist of preparing the base map in CAD for the project intersections associated with the traffic signal work.

- A. The CONSULTANT will assemble design standards and specifications (in electronic format) from the TOWN and/or TxDOT.
- B. The CONSULTANT will gather existing record drawings and file information of the project intersections from TOWN files, including the existing Town Engineering Division record or construction roadway and traffic signalization plans, right-of-way information, and utility maps.
- C. The CONSULTANT will meet with the TOWN's representative at the project intersection for the site investigation. The CONSULTANT will perform a field reconnaissance of the intersection to determine existing pavement widths, lane configurations, traffic control devices, and above ground utility locations. The CONSULTANT will also identify potential traffic signal pole locations, power source, and controller cabinet location. Prior to the field visit, the CONSULTANT will contact Texas 811 and the TOWN to locate existing underground utilities.
- D. The CONSULTANT will prepare a base map of existing geometrics, apparent or known utilities, and traffic control devices from record drawings and topographic survey collected during Task 1.1.

Task 3 Conceptual Plans and Quantities

This task will consist of the conceptual design for the traffic signal, quantities, and engineer's opinion of probable construction cost (OPCC). Because the CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

- A. At the outset of the project, the CONSULTANT will prepare for and attend one (1) kick-off meeting to discuss the TOWN's project requirements and special design or coordination needs.
- B. Following the meeting, the CONSULTANT will furnish the TOWN a conceptual traffic signal layout sheet showing the signal pole locations and dimensions of said signal poles, proposed service location, proposed controller cabinet location, and conduit runs.
- C. The CONSULTANT will prepare and attend one (1) site meeting with TOWN to verify the locations of all signal equipment, curb ramp, and sidewalk layout before proceeding with preliminary plans.
- D. The CONSULTANT will provide the conceptual OPCC with a conceptual design for the TOWN's budgetary purposes.

Task 4 Preliminary Plans, Contract Documents, Specifications, and Quantities

This task will consist of the preliminary design for the traffic signal, preliminary specification list, quantities, contract documents, and engineer's OPCC.

- A. Following the site meeting performed after conceptual design, the CONSULTANT will furnish the TOWN a preliminary traffic signal layout sheet showing the signal pole locations and dimensions of said signal poles, proposed service location, proposed controller cabinet location, and conduit runs.

- B. The CONSULTANT will incorporate TOWN review comments and prepare the preliminary traffic signal design plan set for the project intersections. The basic design parameters will be based on discussions with the TOWN. The CONSULTANT anticipates that this submittal includes a cover sheet, sheet index, general notes, traffic signal layout, signal phasing, summary charts, signs and markings layout (removals and installations), modified sidewalk and curb ramp layouts, modified TxDOT standard detail sheets, and a list of applicable TOWN/TxDOT standard detail sheets for each traffic signal.
- C. The CONSULTANT will prepare the separate contract documents for each traffic signal, which will include any required technical specifications. The TOWN will provide the latest approved front-end documents to the CONSULTANT.
- D. The CONSULTANT will prepare and submit a preliminary engineer's OPCC.

Task 5 Final Plans

Following the receipt of preliminary plan comments from the TOWN, the CONSULTANT will incorporate comments and produce the final plans, specifications, quantities, contract documents, and engineer's OPCC and submit these to the TOWN. The CONSULTANT will incorporate TOWN review comments (if any) to submit for the TxDOT permit.

Deliverables:

Topographic Survey: Copies of field survey data and notes signed and sealed by a licensed surveyor, a drawing of the project layout with dimensions, and a coordinate list.

Base Map Assembly: None

Conceptual Plans:

- One (1) electronic copy of each conceptual plan set.
- One (1) electronic copy of OPCC for each location.

Preliminary Plans:

- One (1) electronic copy of each preliminary plan set.
- Three (3) 11" x 17" copies of the preliminary plans
- List of Quantities. One (1) electronic copy for each traffic signal.
- Preliminary Engineer's OPCC. One (1) electronic copy for each traffic signal.
- Contract Documents. One (1) electronic copy for each traffic signal.

Final Plans:

- One (1) set of reproducible 11" x 17" originals and up to ten (10) hard copies for each traffic signal.
- List of Quantities: One (1) set of reproducible 8-1/2" x 11" originals and one (1) electronic copy for each traffic signal.
- Final Engineer's OPCC: One (1) electronic copy for each traffic signal.
- Final Contract Documents: One (1) electronic copy and up to ten (10) hard copies for each traffic signal.

Additional Services

Any services not specifically provided for on the above scope will be considered additional services and can be performed at our then current hourly rates.

Additional services we can provide include, but are not limited to, the following:

- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing additional printing for bidding document distribution.
- Providing professional services associated with the construction phase of the project.
- Providing Sub-surface Utility Engineering (SUE)
- Attending the Bid Opening
- Attending the Pre-construction Meeting
- Preparing a Bid Tabulation or Recommendation Letter
- Reviewing Contractor's References
- Any services not listed on the Scope of Services.

Attachment B

Payment Terms

Payment is a lump sum fee in the amount listed in Article III of this Contract. This amount shall be payable by the TOWN pursuant to the schedule listed below and upon completion of the services and written acceptance by the TOWN.

Schedule of Payment for each phase:

Description		Fee
Traffic Signal Design		
<i>Task 1</i>	<i>Topographic Survey</i>	
	FM 1171 at Parker Square Road / Luther Lane	\$ 7,600
	Flower Mound Road at Quail Run Road	\$ 7,400
<i>Task 2</i>	<i>Base Map Assembly</i>	
	FM 1171 at Parker Square Road / Luther Lane	\$ 2,000
	Flower Mound Road at Quail Run Road	\$ 2,000
	McKamy Creek Road at Old Settlers Road	\$ 1,000
<i>Task 3</i>	<i>Conceptual Plans</i>	
	FM 1171 at Parker Square Road / Luther Lane	\$ 6,000
	Flower Mound Road at Quail Run Road	\$ 6,000
	McKamy Creek Road at Old Settlers Road	\$ 1,000
<i>Task 4</i>	<i>Preliminary Plans</i>	
	FM 1171 at Parker Square Road / Luther Lane	\$22,500
	Flower Mound Road at Quail Run Road	\$21,000
	McKamy Creek Road at Old Settlers Road	\$ 1,500
<i>Task 5</i>	<i>Final Plans</i>	
	FM 1171 at Parker Square Road / Luther Lane	\$12,500
	Flower Mound Road at Quail Run Road	\$11,500
	McKamy Creek Road at Old Settlers Road	\$ 1,000
Total		\$103,000

Additional services will be negotiated at the time they are identified.



TOWN COUNCIL AGENDA J.4. CONSENT ITEM(S)

DATE: March 2, 2026
FROM: Christina Torre, TIRZ Analyst
ITEM: **Consider approval of a Development Agreement with 1171 Commercial NE, LLC for the construction of certain Master Planned Town Roadway and Utility improvements associated with the Furst Ranch development, in the amount of \$22,168,915.20.**

BACKGROUND: The purpose of this item is to approve a TIRZ reimbursement agreement ("DA") with 1171 Commercial NE, LLC for the reimbursement of certain qualified capital projects ("Qualified Projects") that will be constructed with the development of the Furst Ranch mixed-use project.

TIRZ #2 was initially created by Ordinance 47-23 on November 6, 2023, and the final project and financing plan for the Zone was created by Ordinance 11-24 on March 18, 2024. The Town Council approved a Capital Improvement Agreement (CIA) for this project on April 17, 2024. The CIA identified Qualified Projects for the development and outlined the process for the reimbursement of those projects from impact fees and TIRZ revenues. This proposed DA establishes the legal mechanism for that reimbursement and follows the Town's standard reimbursement agreement as required under the CIA.

1171 Commercial NE, LLC is proposing to develop a mixed-use development commonly known as Furst Ranch. This DA applies only to the phase one infrastructure project, which includes the following:

- 4 lanes of a new greenway arterial road (Furst Ranch Parkway) and a westbound portion of a temporary traffic signal at the intersection of Canyon Falls Drive and US 377
- 4 lanes of a new mixed-use arterial road (continuation of Furst Ranch Parkway)
- 2 lanes of a new mixed-use collector road (continuation of Furst Ranch Parkway) and an earthen storm sewer channel with a 4-ft wide concrete flume
- 4 lanes of a new urban minor arterial roadway (Conestoga Trail) and a traffic signal at the intersection of Conestoga Trail and FM 1171
- 4 lanes of a new urban minor arterial roadway (Judge Andy Eads Boulevard)
- 12" water line that will connect with an existing water line on the north side of FM 1171 and extend along Conestoga Trail
- 18", 15", and 12" sanitary sewer lines
- 12" water reuse line

The total estimated cost is \$22,168,915. All projects have been identified as Qualified Projects on the Town's Master Plan and are eligible to receive TIRZ reimbursements and/or reimbursements from impact fees collected within the Furst Ranch area. No impact fee credits will be applied to this phase since the project does not include any private development for which impact fees would be paid. Additionally, the Town has an ICA with Denton County, which will provide reimbursement of costs for roadway construction up to \$12,000,000.

The attached DA identifies the responsibilities of the developer and the Town as they relate to the project.

BOARD REVIEW/CITIZEN FEEDBACK: This development agreement was submitted to the TIRZ #2 board for approval at their meeting on March 2, 2026.

ALTERNATIVES: N/A

FISCAL IMPACT: \$22,168,915.20

Proposed Expenditure/(Revenue)
\$22,168,915.20

Account Number(s):

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

1. Furst Ranch DA 2.18.26 Final
2. 2026-02-18 Exhibit A
3. Final Exhibit B (OPC)
4. 2026-02-23 FUR24002 - Exhibit C

DRAFT MOTION: Move to approve as presented in the agenda caption.

DEVELOPMENT AGREEMENT FOR FURST RANCH

THIS DEVELOPMENT AGREEMENT FOR FURST RANCH ("Agreement") is made and entered into this ____ day of _____, 2026, by and among the Town of Flower Mound, Texas (the "Town"), the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Flower Mound, Texas (the "Board"), and 1171 Commercial NE, LLC, a Texas limited liability company ("Developer"). The Town, the Board, and Developer are each referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Developer proposes to develop approximately 36.189 acres ("Phase One") described on **Exhibit A** as the first phase of a mixed-use development project commonly known as Furst Ranch within the Town (the "Project") pursuant to Ordinance No. 48-22 zoning approximately 1,066.139 acres described therein for mixed use development and Ordinance No. 10-22 zoning approximately 544.097 acres described therein for single family development, totaling approximately 1,610 acres (the "Property"); and

WHEREAS, on October 21, 2025, the Town Manager and Town Secretary signed the Record Plat of Furst Ranch Infrastructure, Lot 1X, Block A and Right-of-Way Being 17.799 Acres of Land, acknowledging the Town's approval of such plat; and

WHEREAS, on June 23, 2025, the Town approved Subdivision Site Plan (SSP24-0007 – Furst Ranch Regional Detention Pond and Infrastructure), on December 11, 2025, the Town approved the Furst Ranch Phase 1 Infrastructure Development Plans (Dev Permit # DEV25-05642), and on January 29, 2026, the Town approved the Furst Ranch Sanitary Sewer Construction Plans (Dev Permit # DEV25-05645) (collectively, the "Approved Phase One Construction Plans"); and

WHEREAS, Developer is authorized by the Town to proceed with construction pursuant to the Approved Phase One Construction Plans; and

WHEREAS, the Parties wish to address various development issues related to the Project and to provide for the construction of certain water, wastewater, roadway and drainage improvements more particularly described in the Approved Phase One Construction Plans, and related infrastructure improvements, among other matters and to provide for an Impact Fee Reimbursement and TIRZ Reimbursement by the Town of certain costs associated therewith as further described and defined herein; and

WHEREAS, the Property is located within Reinvestment Zone Number 2, Town of Flower Mound (the "TIRZ") pursuant to Ordinance No. 47-23 approved by the Town Council of the Town on November 6, 2023; and

WHEREAS, the Parties entered into that certain Furst Ranch TIRZ Capital Improvement Agreement on April 17, 2024 (the "TIRZ CIP Agreement") setting forth the

process for the reimbursement of projects on the Town's Capital Improvement Plan (the "CIP") from impact fees imposed by the Town in accordance with Chapter 395, Texas Local Government Code and TIRZ Revenues as defined in the TIRZ CIP Agreement, to the extent that the impact fee reimbursement by the Town fails to fully reimburse Developer for the costs of certain infrastructure construction costs associated with such Qualified Project; and

WHEREAS, the Town Council adopted the "Final Project Plan and Reinvestment Zone Financing Plan, Tax Increment Reinvestment Zone Number Two, Town of Flower Mound, Texas," by Ordinance No. 11-24 adopted on March 18, 2024, as amended by Ordinance No. 59-24 adopted on December 16, 2024 (the "Amended Plan"); and

WHEREAS, effective December 17, 2024, the Town and Denton County, Texas (the "County") entered into a tax participation agreement as authorized by Chapter 311, Texas Tax Code (the "County Participation Agreement") pursuant to which the County, for any given year during the Term of the TIRZ, beginning with the 2024 tax year, will contribute to and be deposited into a special TIRZ tax increment fund subaccount for the Property an amount equal to eighty percent (80%) of the ad valorem property taxes levied and collected by the County for that year on the incremental increase in taxable value by the County on the appraised value of the Property above the appraised value of the Property in 2023 (the "County Tax Increment") to be used for payment of roadway, parks, trail, and any other costs authorized by the County Participation Agreement and set forth in the Amended Plan; and

WHEREAS, for purposes of this Agreement, the term "TIRZ Revenues" means the TIRZ Revenues as defined in the TIRZ CIP Agreement, as well as the County Tax Increment (collectively, the "TIRZ Revenues"); and

WHEREAS, the Parties acknowledge that this Agreement is consistent with the Amended Plan and the County Participation Agreement, and the Qualified Project defined herein may be funded with the TIRZ Revenues; and

WHEREAS, the Town acknowledges that this Agreement is an IFDA as defined in the TIRZ CIP Agreement; and

WHEREAS, this Agreement is for the construction of certain master planned roadway and drainage, water and water reuse, and wastewater qualified projects associated with the Furst Ranch development, hereinafter defined as the "Qualified Project," estimated to cost \$22,168,915.20 as described on the Preliminary Opinion of Probable Cost for the Furst Ranch Phase One Infrastructure and Offsite Sanitary Sewer Projects A-1, by Scott Minnis dated October 27, 2025 and attached as **Exhibit B**; and

WHEREAS, the Mayor of the Town is authorized to execute this Agreement on behalf of the Town; and

WHEREAS, the Parties acknowledge that the foregoing issues should be addressed through this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Project Subject to Town Ordinances. The Qualified Project at all times shall be developed and constructed in accordance with the Approved Phase One Construction Plans (subject to state law and applicable Town ordinances).

2. Phase One Construction. As a condition to receipt of the Impact Fee Reimbursement and TIRZ Reimbursement, as described herein, Developer agrees to design and construct or cause the design and construction of roadway qualified projects including, but not limited to, the hereinafter defined US 377 Bypass Road, the water and water reuse qualified projects, and the wastewater public improvements described on the Approved Phase One Construction Plans (collectively, the "Qualified Project"), as follows:

- A. Developer agrees to design and construct or cause the design and construction of (i) approximately 1,900 LF of pavement for Furst Ranch Parkway, a Greenway Arterial road (GRA-1) (120' ROW) (four (4) lanes; divided) with bike lanes extending from the intersection of Canyon Falls Drive and US 377 southeasterly through Furst Ranch in a location more particularly shown as Area A on **Exhibit C**; and (ii) the west bound portion of the temporary traffic signal at the intersection of Canyon Falls Drive and US 377. For avoidance of doubt, this Agreement requires Developer to construct only a portion of the full road section. The full intersection at US 377 will be installed and a transition provided where only two (2) lanes of the roadway are to be constructed as indicated on the Approved Phase One Construction Plans.
- B. Developer agrees to design and construct or cause the design and construction of (i) approximately 2,970 LF of pavement for Furst Ranch Parkway, a Mixed Use Arterial (MUA-1) roadway (100' ROW) (four (4) lanes; undivided with angular parking), southeasterly from the termination of area A (see attached roadway exhibit), to the southeast side, and through the roundabout at its intersection with Judge Andy Eads Boulevard, in a location more particularly shown as Area B on **Exhibit C**. For avoidance of doubt, this Agreement requires Developer to construct only two (2) lanes of the road section, as the full intersection at the roundabout will be constructed and a transition provided to the two (2) lane section, and the angular parking is to be installed with future development is not part of the Approved Phase One Construction Plans.
- C. Developer agrees to design and construct or cause the design and construction of (i) approximately 3,060 LF of pavement for Furst Ranch Parkway a Mixed Use Collector (MUCOLL-1) (61' ROW) roadway (two (2) lanes; undivided with angular parking) southeasterly from the termination of Area B on **Exhibit C**, to the east side and through the roundabout intersection with Conestoga Trail, in a location more particularly shown as Area C on **Exhibit C**; and (ii) approximately 1,360 LF of a an earthen storm sewer channel with a 4-foot wide concrete flume. For avoidance of doubt, this Agreement requires Developer to

construct only two (2) lanes of the road section at this time, and the angular parking is to be installed with future development is not part of the Approved Phase One Construction Plans.

- D. Developer agrees to design and construct or cause the design and construction of (i) approximately 1,230 LF of pavement for Conestoga Trail, an Urban Minor Arterial (UMA-2) (90' ROW) (four (4) lanes; divided) from FM 1171 northeasterly to the roundabout intersection with Furst Ranch Parkway in a location more particularly shown as Area D on **Exhibit C**; and (ii) a traffic signal at the intersection of Conestoga Trail and FM 1171. For avoidance of doubt, Developer is designing the traffic signal. It is understood that the signal has been submitted to TxDOT for coordination and TxDOT will need to approve the installation in order for it to be constructed with the Approved Phase One Construction Plans.
- E. Developer agrees to design and construct or cause the design and construction of approximately 1,240 LF of pavement for Judge Andy Eads Boulevard, an Urban Minor Arterial (UMA-1) (90' ROW) (four (4) lanes; divided) from US 377 easterly to the roundabout intersection with Furst Ranch Parkway in a location more particularly shown as Area E on **Exhibit C**.
- F. Developer agrees to design and construct or cause the design and construction of approximately 1,260 LF of 12-inch PVC water line with associated appurtenances. The water line connects to an existing 20-inch water located on the north side of FM 1171 and will extend northeasterly along Conestoga trail in a location more particularly shown as Area F on **Exhibit C**.
- G. Developer agrees to design and construct or cause the design and construction of (i) approximately 955 LF of 15" PVC sanitary sewer line and associated appurtenances; and (ii) approximately 417 LF of 12" PVC sanitary sewer line and associated appurtenances, extending from the termination point of the sanitary sewer line described in Area H to a point north of Furst Ranch Parkway in a location more particularly shown as Area G on **Exhibit C**.
- H. Developer agrees to design and construct or cause the design and construction of (i) approximately 3,720 LF of 18" PVC Sanitary Sewer Line and associated appurtenances; and (ii) approximately 750 LF of 15" PVC Sanitary Sewer Line and associated appurtenances. The line will extend from the existing TRA sewer main line at the southwest corner of the Furst Ranch, to a point on the north side of FM 1171 in a location more particularly shown as Area H on **Exhibit C**.
- I. Developer agrees to design and construct or cause the design and construction of approximately 2,780 LF of 12-inch PVC water reuse line and associated appurtenances. The reuse water line construction shall start at the northeast corner of the intersection of FM 1171 and US 377 and extend eastward along the north side of FM 1171 to Conestoga Trail (Area D) and then along the west

side of Conestoga Trail to the roundabout intersection with Furst Ranch Parkway in a location more particularly shown as Area I on **Exhibit C**. For avoidance of doubt, Developer is capping both ends of the water reuse line. There are no existing water reuse lines for continuation of the 12-inch water reuse line within the Approved Phase One Construction Plans. At the time water reuse line(s) are extended to the northeast corner of the intersection of FM 1171 and US 377, it will be the Town's responsibility to connect to the water reuse line shown in the Approved Phase One Construction Plans.

- J. Upon completion of the Qualified Project, the Town will accept the Qualified Project and from and after such acceptance, the Town will own such Qualified Project and shall be responsible for the operation of same. Developer shall secure or shall cause its contractor to secure a maintenance bond, in a form acceptable to the Town, that guarantees payment of the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Qualified Project, arising from defective workmanship or materials used therein, for a period of two (2) years from the date of the Town's acceptance of the Qualified Project. After such two (2) year period, the Town shall assume maintenance of the accepted Qualified Project.

3. Impact Fee Reimbursement and TIRZ Reimbursement.

A. Impact fee reimbursement for the Qualified Project. The Town hereby confirms and represents that the Qualified Project are capital improvements on the Capital Improvements Plan duly adopted by the Town under Chapter 395, Texas Local Government Code, and, therefore, Developer is entitled to receive a reimbursement of impact fees collected for development within Property for the actual cost of design, installation and construction of the Qualified Project, including without limitation capital costs, construction costs (including without limitation all costs for labor, supplies, equipment, materials, traffic control, permit fees and inspection fees), demolition, remediation of conditions that contaminate public or private land or buildings; clearing and grading of land; financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity; maintenance bonds; material testing costs; staking costs; all soft costs and professional costs, including but not limited to those incurred for engineering, design, architectural, planning, and legal advice; real property assembly costs; organizational costs, including the costs of conducting environmental impact studies or other studies; interest before and during construction; the cost of operating project facilities; including but not limited to all categories of costs shown on **Exhibit B** (with respect to the Qualified Project) and all items listed in Section 395.12, Chapter 395 Texas Local Government Code, but excluding those items listed in Section 395.012(a)(3) (the "Public Improvement Costs"). Developer will receive a reimbursement of, roadway impact fees, water impact fees, and wastewater impact fees collected from the Property in the amount of the actual Public Improvement Costs for the Phase One Infrastructure. The Impact Fee Reimbursement is made pursuant to Chapter 42 Article II of the Flower Mound Code of Ordinances and Chapter 395 of the Texas Local Government Code. An estimate of the

total Public Improvement Costs for the Qualified Project is included with **Exhibit B** for informational purposes; however, the Parties acknowledge that **Exhibit B** is merely an estimate and the Impact Fee Reimbursement and/or TIRZ Reimbursement will be based on the actual Public Improvement Costs of the Qualified Project.

B. Evidence of Payments and Provision of the Impact Fee Reimbursement and TIRZ Reimbursement for the Qualified Project. Upon completion of the Qualified Project, in order to receive the Impact Fee Reimbursement and TIRZ Reimbursement, Developer will furnish the Town with a request for the Impact Fee Reimbursement and TIRZ Reimbursement along with any receipts, payment affidavits, invoices or other reasonable documentation evidencing actual Public Improvement Costs ("Evidence of Payments"). Impact Fee Reimbursements and TIRZ Reimbursement payments to Developer shall comply with the terms of the TIRZ CIP Agreement and this Agreement.

C. Impact Fee Reimbursement and TIRZ Reimbursement for Qualified Project. After receipt of the Evidence of Payments evidencing the actual Public Improvement Costs for the Qualified Project, the Town staff will remit the total of the actual Public Improvement Costs to the Town's finance department, which will be booked as an obligation against the Property's impact fees collected and TIRZ Revenues, as set forth in the TIRZ CIP Agreement. The Impact Fee Reimbursement will be first be reimbursed to Developer. Impact fee funds identified for Impact Fee Reimbursement under this Agreement shall come exclusively from future phases of development as there is no private development associated with the Qualified Project and therefore no impact fees are contemplated to be paid related to the Qualified Project. If the Impact Fee Reimbursement, as applied to the Project, fails to reimburse Developer for one hundred percent (100%) of the Public Improvement Costs associated with the Qualified Project, then Developer will be reimbursed any remaining Public Improvement Costs (i.e., any Public Improvement Costs for the Qualified Project that were not covered by the Impact Fee Reimbursement applied to the Project) from reimbursement from TIRZ Revenues in accordance with the TIRZ CIP Agreement (the "TIRZ Reimbursement") until Developer has been reimbursed for the full amount of all Public Improvement Costs for the Qualified Project. Each Impact Fee Reimbursement shall be paid to Developer in accordance with the TIRZ CIP Agreement.

D. US 377 Bypass Road. The Town has entered into that certain Interlocal Agreement between the Town and Denton County dated September 9, 2025 (the "Interlocal Agreement"). Any payments made by the Town to the Developer for Public Improvement Costs for the US 377 Bypass Road pursuant to the Interlocal Agreement shall be governed exclusively by the terms of the Interlocal Agreement. The terms of the Interlocal Agreement are enforceable by and between the Town and Denton County, only. No third-party beneficiary status is conferred or intended to be conferred on Developer with respect to the Town's obligations under the Interlocal Agreement. In addition, notwithstanding anything to the contrary contained within this Agreement, the Town and Developer agree that the satisfaction of the reimbursement obligations set forth herein for Public Improvement Costs for the US 377 Bypass Road will first be paid through the disbursement of funds actually received by the Town from the County, pursuant to the Interlocal Agreement.

E. The Impact Fee Reimbursement and/or the TIRZ Reimbursement (collectively, the "Reimbursements") shall be (A) subject to Section 13 herein, fully assignable and transferable by Developer to builders or purchasers of all or any portion of the Property; and (B) carried forward until the Reimbursements have been paid and Developer has been reimbursed in full for all actual Public Improvement Costs for the Qualified Project.

5. Indemnity. Developer agrees to indemnify, hold harmless, and defend the Town and its officers, agents, and employees from any and all third-party claims, including, but not limited to, third-party claims for damages, attorney's fees, court costs, third-party judgments, real and personal property damage, personal injury, and death, arising out of Developer's performance of this Agreement; provided that, the foregoing shall not apply to any liability resulting from the negligence or willful misconduct of the Town, its officers, agents, or employees, and in the event of any such negligence or willful misconduct of the Town, its officers, agents, or employees, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. This indemnity provision shall survive the termination of this Agreement.

6. Captions and Headings. The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify, or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

7. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

8. Notices. Any notices required or permitted to be given hereunder shall be given by (1) certified or registered mail, return receipt requested; (2) via hand-delivery service that provides a return receipt showing the date of actual delivery of the same to the addressee, or (3) a courier service such as FedEx or United Parcel Service that provides a return receipt showing the date of actual delivery of the same to the addressee. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee set forth below, or to such other address as either Party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 Attn: Town Manager's Office

with a copy to: Taylor Olson Adkins Sralla & Elam, LLP
 6000 Western Place
 Suite 200
 Fort Worth, Texas 76107

If to the Board: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager's Office

with a copy to: Taylor Olson Adkins Sralla & Elam, LLP
6000 Western Place
Suite 200
Fort Worth, Texas 76107

If to Developer: 1171 Commercial NE, LLC
Attn: Jack D. Furst
2591 Lakeside Parkway, Suite 100
Flower Mound, Texas 75022

with a copy to: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

9. Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

10. Entire Agreement. This Agreement and the TIRZ CIP Agreement contain the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole, and not strictly for or against any Party.

11. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision(s) were not a part hereof.

12. Filing in Denton County Deed Records; Covenant Running with the Land. This Agreement, or a memorandum thereof, shall be filed in the deed records of Denton County, Texas. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exception of (i) the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed; and (ii) common areas owned by a homeowners' association or a property owners' association, as applicable (each a "Fully Improved Lot").

13. Binding Obligation; Assignment. This Agreement shall become a binding obligation of the Parties upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Board warrants and represents that the individual executing this Agreement on behalf of the Board has full authority to execute this Agreement and bind the Board to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot. Developer may assign this Agreement, in whole or in part, and all or part of Developer's right, title, and interest under this Agreement (i) to any person or entity that is controlling, under common control with or controlled by Developer or its parent company; (ii) any person or entity that is or will become an owner of any portion of the Property; (iii) a financial institution or other lender for purposes of granting a mortgage in the Property and/or improvements thereon without the prior consent of the Town or the Board, but upon written notice to the Town and the Board; and/or (iv) a lender for the purpose of granting a collateral assignment of the right to receive reimbursements under this Agreement. Except as provided in the preceding sentence, Developer may not assign this Agreement without the Town's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. By way of clarification, assignment by Developer does not require consent from the Board if the Town has consented to such assignment (or if the assignment does not require Town or Board consent per (i)-(iii) above). Following an assignment of the Agreement in accordance with this section, such assignee shall be considered a "Party" and "Developer" for purposes of the rights, title, and interest assigned to assignee. The Town and the Board shall not assign this Agreement.

14. Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

15. Mediation. The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Either Party may initiate negotiations to resolve such a disagreement or conflict by providing written notice to the other Party (the "Initial Notice"), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party's receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years' relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then either Party may (but shall not be obligated to) commence an action in accordance with the requirements of Section 7 herein. Parties shall evenly share the expense of mediation.

16. Default. No Party shall be in default of provisions under this Agreement until written notice of the alleged failure of such Party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than thirty (30) calendar days after written notice of the alleged failure has been given). Upon the occurrence of an uncured default by either Party beyond the applicable notice and cure period, the non-defaulting Party shall be entitled to all remedies available at law or in equity. No Party shall be entitled to terminate this Agreement without the written consent of the other Parties.

17. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions mandated by the Town pursuant to this Agreement and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order to ascertain whether Developer objects to same. In executing this Agreement, Developer hereby agrees that the development exactions under this Agreement, subject to the Town and the Board fulfilling its commitments under this Agreement including without limitation Developer's receipt of all reimbursements and offsets hereunder, are roughly proportionate to the impact of the Project. In addition, Developer (after receiving all contractual offsets and reimbursements) knows of no development exaction associated with the obligations under this Agreement that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of (1) the Texas Constitution, (2) §212.904 and Chapter 395 of the Texas Local Government Code; and/or (3) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

18. Reservation of Rights. Except for the matters expressly agreed to by the Parties in this Agreement, Developer does not waive any of Developer's rights under the Town's Code of Ordinances or any state or federal law, including, but not limited to a waiver of any claim of a regulatory taking or illegal exaction or a waiver of any vested rights for the Project or any portion thereof that have already accrued or may accrue in the future under Chapter 245 of the Texas Local Government Code or any other state law.

19. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder, except for any payment obligations hereunder, is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or is declared so by a United States federal authority or the State of Texas or other causes affecting the area in which the Property is located; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is

similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed.

20. Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the Town irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the Town 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.

21. Estoppel. Either Party shall, at any time upon reasonable request by the other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default and the steps required to cure the same), the status of completion of any improvements or infrastructure, the amount of available impact fee reimbursements or reimbursement due, and/or any other obligations set forth in this Agreement.

22. 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.

23. Texas Government Code Verifications.

- (A) Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- (B) Chapter 2271, Chapter 2274, and Chapter 2276, Texas Government Code only apply to a contract between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

Chapter 2271, Chapter 2274, and Chapter 2276, Texas Government Code, therefore, does not apply to a company that has fewer than ten (10) full-time employees, and does not apply to a contract that has a value of less than \$100,000 or is not to be paid wholly or partly from public funds of the governmental entity. For purposes of Sections 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, unless Developer and/or this contract is not subject to Chapter 2271, Chapter 2274, and Chapter 2276 of the Texas Government Code for one or more of the reasons stated in this subsection, Developer verifies and certifies that it does not and during the duration of this Agreement will not:

- (i) boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
 - (ii) discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended; or
 - (iii) boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.
- (C) Pursuant to Chapter 2275 of the Texas Government Code, Developer verifies that neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103. The term “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

24. 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.

25. Recitals. The recitals contained in this Agreement: (a) are true and correct as of the date the Parties enter into this Agreement; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, must 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.

26. Term. This Agreement shall automatically expire upon Developer being fully reimbursed for all of the Public Improvement Cost for the Qualified Project.

27. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit A Metes and Bounds Description of Phase One

Exhibit B Estimated Public Improvement Costs for the Qualified Project

Exhibit C Furst Ranch Phase One Infrastructure

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

Name: _____
Mayor, Town of Flower Mound

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2026, by _____, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

**BOARD OF DIRECTORS OF
REINVESTMENT ZONE NUMBER TWO,
TOWN OF FLOWER MOUND, TEXAS**

By: _____

Name: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

 This instrument was acknowledged before me on this the ____ day of _____, 2026, by _____ of the Board of Directors of Reinvestment Zone Number Two, Town of Flower Mound, Texas, on behalf of the Board.

Notary Public, State of Texas

DEVELOPER:

1171 Commercial NE, LLC

By: _____

Name: John D. (Jack) Furst

Title: President

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2026, by John D. (Jack) Furst, President of 1171 Commercial NE, LLC, a Texas limited liability company, on behalf of such company.

Notary Public, State of Texas

After Recording Return to:

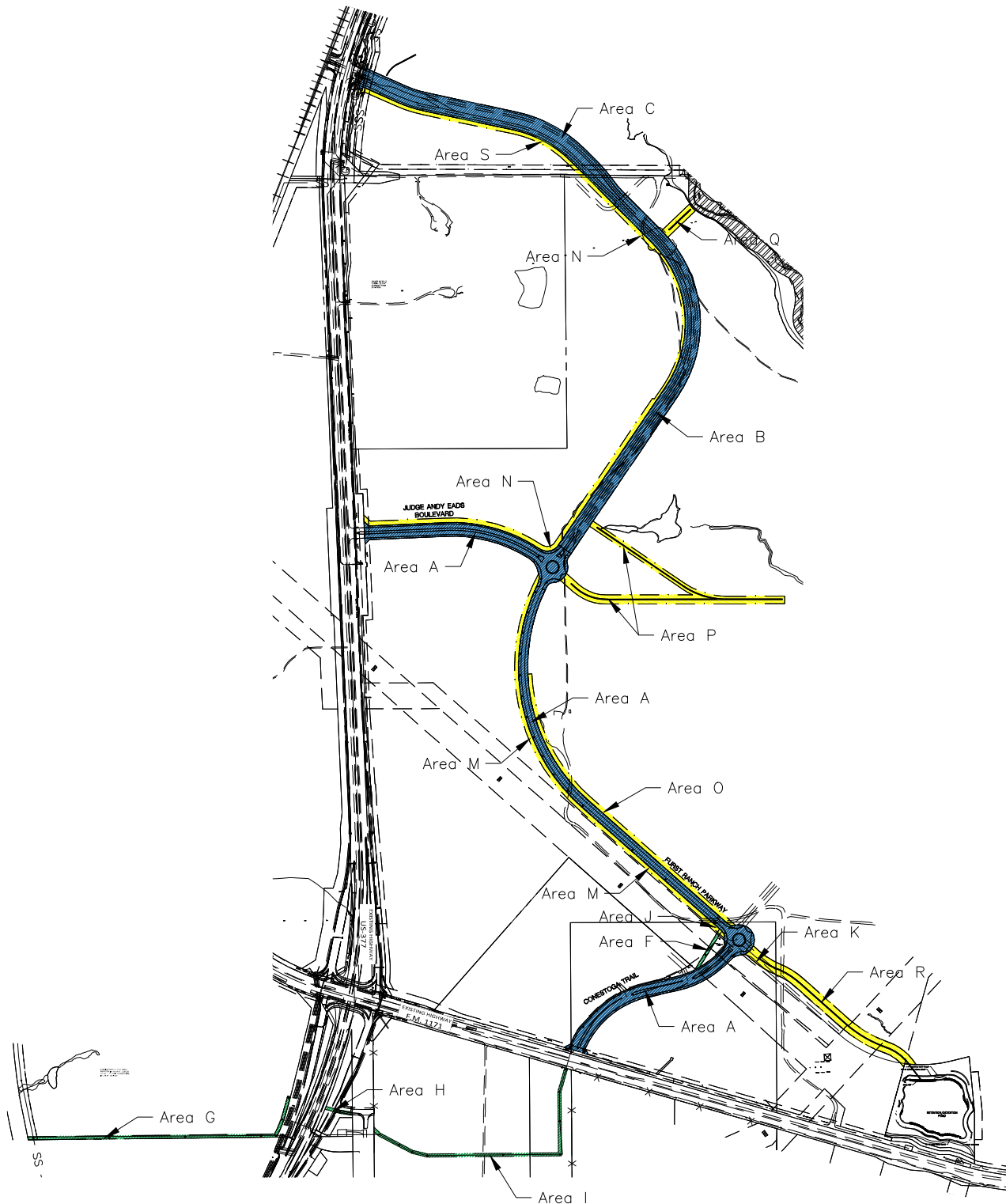
Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF PHASE ONE

EXHIBIT B

ESTIMATED PUBLIC IMPROVEMENT COSTS FOR THE QUALIFIED PROJECT

EXHIBIT C
FURST RANCH PHASE ONE INFRASTRUCTURE



Z:\ZDrive\Projects\FUR\FUR24002\04-Production\Engineering\Exhibits\Cost Estimate Exhibits\FUR24002-OA-Area Verifications.dwg, 2/18/2026 5:30:12 PM, Martin Mirzaie



The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamscs.com

FURST RANCH PHASE I INFRASTRUCTURE EXHIBIT A **36.189 Acres** **INTERSECTION OF FM 1171 & US 377** **TOWN OF FLOWER MOUND**

PLAN INFORMATION

PROJECT NO.	FUR24002
CHECKED BY	RA
DRAWN BY	MM
SCALE	1" = 1000'
DATE	2/18/2026

AREA – A
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION
FURST RANCH INFRASTRUCTURE
10.805 ACRES

BEING all that certain lot, tract, or parcel of land situated in the B. B. B. & C. Railway Co. Survey, Abstract Number 154, the P. W. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, being part of that certain called 20.206 acre tract of land described as Tract E in deed in favor of Old W.R. Ranch I, LP, recorded in Instrument No. 2004-4122 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77708 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77709 of the Real Property Records of Denton County, Texas, being part of that certain called 251.99 acre tract of land described as Tract II in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas, being part of that certain called 483.906 acre tract of land, described as Tract 1 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas, being all of that certain called 0.018 acre tract of land, described as Tract 2 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas, and being a part of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the westerly southwest corner of said 483.906 acre tract, continuing with a south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with a south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA", being the **POINT OF BEGINNING** of the herein described tract of land, at the southernmost corner of said H-E-B tract 1, same being the west corner of said 0.018 acre tract;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of said 31.929 acre tract, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 48°31'30" W, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1221.25 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE continuing over, across, and through said 483.906 acre tract the following seven (7) calls:

Northwesterly, with the arc of a curve to the right, having a radius of 1230.50 feet, a central angle of 74°22'12", and an arc length of 1597.19 feet, whose chord bears N 11°20'24" W, 1487.40 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 131.50 feet, a central angle of 32°31'56", and an arc length of 74.66 feet, whose chord bears N 09°34'44" E, 73.67 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 14°18'18", and an arc length of 24.97 feet, whose chord bears N 19°51'36" W, 24.90 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 131.50 feet, a central angle of 45°17'11", and an arc length of 103.94 feet, whose chord bears N 35°21'02" W, 101.25 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 955.00 feet, a central angle of 34°28'32", and an arc length of 574.64 feet, whose chord bears N 75°13'54" W, 566.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 87°31'50" W, a distance of 503.43 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 42°31'50" W, a distance of 42.43 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the west line of said 483.906 acre tract, the east line of US Highway 377, as evidenced by that certain called 2.94999 acre tract of land described as Parcel 10 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas, from which a TxDOT Monument found bears S 02°28'10" E, 116.92 feet;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 150.00 feet to a 1/2" capped rebar set, stamped "MCADAMS" from which a TxDOT Monument found bears N 02°28'10" W, 183.35 feet;

THENCE over, across, and through said 483.906 acre tract the following eleven (11) calls:

S 47°28'10" E, a distance of 42.43 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 87°31'50" E, a distance of 503.43 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a curve to the right, having a radius of 1045.00 feet, a central angle of 35°57'42", and an arc length of 655.89 feet, whose chord bears S 74°29'19" E, 645.18 feet to a 1/2" capped rebar set, stamped "MCADAMS"

Northeasterly, with the arc of a curve to the left, having a radius of 90.50 feet, a central angle of 89°21'12", and an arc length of 141.14 feet, whose chord bears N 78°48'56" E, 127.26 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 55°51'40" E, a distance of 100.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 34°08'20" W, a distance of 31.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 51.50 feet, a central angle of 47°56'20", and an arc length of 43.09 feet, whose chord bears S 10°10'10" W, 41.84 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 100°53'07", and an arc length of 176.08 feet, whose chord bears S 36°38'33" W, 154.20 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 51.50 feet, a central angle of 60°20'14", and an arc length of 54.23 feet, whose chord bears S 56°55'00" W, 51.76 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a curve to the left, having a radius of 1169.50 feet, a central angle of 75°16'22", and an arc length of 1536.44 feet, whose chord bears S 10°53'18" E, 1428.31 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 48°31'30" E, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1230.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over, across, and through said 31.929 acre tract the following seven (7) calls:

Southeasterly, with the arc of a tangent curve to the left, having a radius of 51.50 feet, a central angle of 57°13'51", and an arc length of 51.44 feet, whose chord bears S 77°08'25" E, 49.33 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a tangent curve to the right, having a radius of 100.00 feet, a central angle of 191°50'29", and an arc length of 334.83 feet, whose chord bears S 09°50'06" E, 198.93 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 43°24'21", and an arc length of 69.32 feet, whose chord bears S 64°22'58" W, 67.67 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a tangent curve to the right, having a radius of 685.00 feet, a central angle of 35°09'14", and an arc length of 420.28 feet, whose chord bears S 60°15'24" W, 413.72 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 77°50'01" W, a distance of 184.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 595.00 feet, a central angle of 54°03'24", and an arc length of 561.36 feet, whose chord bears S 50°48'19" W, 540.77 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 25°50'16" E, a distance of 40.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the north line of FM 1171, as evidenced by that certain called 40,987 square feet tract of land, described by deed to Denton County, Texas, recorded in Document Number 2008-17554, Deed Records, Denton County, Texas, and being in the south line of said 31.929 acre tract;

THENCE N 74°00'35" W, with the south line of said 31.929 acre tract, the north line of FM 1171, the north line of said 40,987 square feet tract, passing the northwest corner thereof, same being the northeast corner of said 44,003 square feet tract, same being the southwest corner of said 31.929 acre tract, same being the southeast corner of said 0.018 acre tract, continuing with the south line thereof, a total distance of 162.39 feet to the **POINT OF BEGINNING** and containing approximately 10.805 acres of land.

AREA – B
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION
6.765 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, having a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of a certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297, Deed Records, Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, a distance of 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 48°31'30" W, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1221.25 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE continuing over, across, and through said 483.906 acre tract the following seven (7) calls:

Northwesterly, with the arc of a curve to the right, having a radius of 1230.50 feet, a central angle of 74°22'12", and an arc length of 1597.19 feet, whose chord bears N 11°20'24" W, 1487.40 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 131.50 feet, a central angle of 32°31'56", and an arc length of 74.66 feet, whose chord bears N 09°34'44" E, 73.67 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 14°18'18", and an arc length of 24.97 feet, whose chord bears N 19°51'36" W, 24.90 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 131.50 feet, a central angle of 45°17'11", and an arc length of 103.94 feet, whose chord bears N 35°21'02" W, 101.25 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 955.00 feet, a central angle of 34°28'32", and an arc length of 574.64 feet, whose chord bears N 75°13'54" W, 566.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 87°31'50" W, a distance of 503.43 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 42°31'50" W, a distance of 42.43 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the west line of said 483.906 acre tract, the east line of US Highway 377, as evidenced by that certain called 2.94999 acre tract of land described as Parcel 10 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas, from which a TxDOT Monument found bears S 02°28'10" E, 116.92 feet;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, same being the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 150.00 feet to a point from which a TxDOT Monument found bears N 02°28'10" W, 183.35 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

S 47°28'10" E, a distance of 42.43 feet;

N 87°31'50" E, a distance of 503.43 feet;

Southeasterly, with a curve to the right, having a radius of 1045.00 feet, having a central angle of 35°57'42", an arc length of 655.89 feet, and whose chord bears S 74°29'19" E, a distance of 645.18 feet;

Northeasterly, with a reverse curve to the left, having a radius of 90.50 feet, having a central angle of 89°21'12", an arc length of 141.14 feet, and whose chord bears N 78°48'56" E, a distance of 127.26 feet to the **POINT OF BEGINNING** of the herein described tract of land;

N 34°08'20" E, a distance of 1256.75 feet;

Northwesterly, with a curve to the left, having a radius of 750.00 feet, having a central angle of 78°57'44", an arc length of 1033.61 feet, and whose chord bears N 05°20'32" W, a distance of 953.74 feet;

N 44°49'25" W, a distance of 630.07 feet to the easterly north line of said 483.906 acre tract;

THENCE S 89°18'15" E, with the easterly north line of said 483.906 acre tract, a distance of 162.44 feet;

THENCE over, across, and through said 483.906 acre tract the following six (6) calls:

Southeasterly, with a curve to the right, having a radius of 800.00 feet, having a central angle of 01°56'19", an arc length of 27.07 feet, and whose chord bears S 36°43'28" E, a distance of 27.07 feet;

Southeasterly, with a reverse curve to the left, having a radius of 800.00 feet, having a central angle of 09°04'06", an arc length of 126.62 feet, and whose chord bears S 40°17'22" E, a distance of 126.48 feet;

S 44°49'25" E, a distance of 361.29 feet;

Southeasterly, with a curve to the right, having a radius of 850.00 feet, having a central angle of 78°57'44", an arc length of 1171.43 feet, and whose chord bears S 05°20'32" E, a distance of 1080.90 feet;

S 34°08'20" W, a distance of 1256.75 feet;

N 55°51'40" W, a distance of 100.00 feet to the **POINT OF BEGINNING** and containing approximately 6.765 acres of land.

AREA – C
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION
4.728 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the T. Burress Survey, Abstract Number 33, Town of Flower Mound, Denton County, Texas, being a part of that certain called 1129.061 acre tract, described as Tract A in deed to Old WR Ranch I, LP, recorded in Document Number 2000-41222, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the westerly southwest corner of that certain called 483.906 acre tract of land, described as Tract 1 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas, continuing with a south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with a south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of that certain called 0.018 acre tract of land, described as Tract 2 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet to;

N 48°31'30" W, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1221.25 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

Northeasterly, with the arc of a tangent curve to the right, having a radius of 1230.50 feet, having a central angle of 74°22'12", an arc length of 1597.19 feet, and whose chord bears N 11°20'24" E, a distance of 1487.40 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, a central angle of 32°31'56", and an arc length of 74.66 feet, whose chord bears N 09°34'44" E, 73.67 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 100.00 feet, having a central angle of 14°18'18", an arc length of 24.97 feet, and whose chord bears N 19°51'36" W, 24.90 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, having a central angle of 45°17'11", an arc length of 103.94 feet, and whose chord bears N 35°21'02" W, 101.25 feet;

Northwesterly, with a compound curve to the left, having a radius of 955.00 feet, having a central angle of 34°28'32", an arc length of 574.64 feet, and whose chord bears N 75°13'54" W, 566.01 feet;

S 87°31'50" W, a distance of 503.43 feet;

S 42°31'50" W, a distance of 42.43 feet to the west line of said 483.906 acre tract, same being the east line of that certain called 2.94999 acre tract of land described as Parcel 10 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas, and being in the east line of US Highway 377;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 150.00 feet to a 1/2" capped rebar set, stamped "MCADAMS" from which a TxDOT Monument found bears N 02°28'10" W, 140.93 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

S 47°28'10" E, a distance of 42.43 feet;

N 87°31'50" E, a distance of 503.43 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 1045.00 feet, having a central angle of 35°57'42", an arc length of 655.89 feet, and whose chord bears S 74°29'19" E, a distance of 645.18 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 90.50 feet, having a central angle of 89°21'12", an arc length of 141.14 feet, and whose chord bears N 78°48'56" E, a distance of 127.26 feet;

N 34°08'20" E, a distance of 1256.75 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 750.00 feet, having a central angle of 78°57'44", an arc length of 1033.61 feet, and whose chord bears N 05°20'32" W, a distance of 953.74 feet;

N 44°49'25" W, a distance of 630.07 feet to the easterly north line of said 483.906 acre tract, being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE over, across, and through said 1129.061 acre tract the following fourteen (14) calls:

N 44°49'25" W, a distance of 130.46 feet;

Northwesterly, with a curve to the left, having a radius of 740.00 feet, having a central angle of 33°10'35", an arc length of 428.49 feet, and whose chord bears N 61°24'42" W, a distance of 422.53 feet;

N 78°00'00" W, a distance of 611.47 feet;

Northwesterly, with a curve to the right, having a radius of 860.00 feet, having a central angle of 11°55'10", an arc length of 178.91 feet, and whose chord bears N 72°02'25" W, a distance of 178.59 feet;

N 66°04'50" W, a distance of 244.84 feet;

S 63°16'20" W, a distance of 38.05 feet to the east line of that certain called 3.5311 acre tract of land described as Parcel 14, Part 1 in Possession and Use Agreement to the State of Texas, recorded in Document No. 2020-25232 of the Real Property records of Denton County, Texas, and being in the east line of US Highway 377;

Northeasterly, with the east line of said 3.5311 acre tract, and the east line of US Highway 377, with a curve to the right, having a radius of 2886.00 feet, having a central angle of 3°36'32", an arc length of 181.78 feet, and whose chord bears N 14°07'55" E, a distance of 181.75 feet, to a point from which a TxDOT Monument found bears northeasterly, with said 2886.00 foot radius, having a central angle of 0°23'38", an arc length of 19.84 feet, and whose chord bears N 16°08'00" E, a distance of 19.84 feet;

S 25°13'16" E, a distance of 45.38 feet;

S 66°04'50" E, a distance of 265.54 feet;

Southeasterly, with a curve to the left, having a radius of 740.00 feet, having a central angle of 11°55'10", an arc length of 153.94 feet, and whose chord bears S 72°02'25" E, a distance of 153.67 feet;

S 78°00'00" E, a distance of 593.60 feet;

Southeasterly, with a curve to the right, having a radius of 920.00 feet, having a central angle of 33°10'35", an arc length of 532.72 feet, and whose chord bears S 61°24'42" E, a distance of 525.31 feet;

S 44°49'25" E, a distance of 129.19 feet;

Southeasterly, with a curve to the right, having a radius of 800.00 feet, having a central angle of 07°07'47", an arc length of 99.55 feet, and whose chord bears S 41°15'31" E, a distance of 99.49 feet to the easterly north line of said 483.906 acre tract;

THENCE N 89°18'15" W, with the easterly north line of said 483.906 acre tract, a distance of 162.44 feet to the **POINT OF BEGINNING** and containing approximately 4.728 Acres of land.

AREA – F
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
0.138 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the P. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, being a part of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of a certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2"

capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of said 31.929 acre tract, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following seven (7) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 595.00 feet, a central angle of 14°01'03", and an arc length of 145.57 feet, whose chord bears N 70°49'30" E, 145.20 feet to the **POINT OF BEGINNING** of the herein described tract of land;

N 31°26'30" E, a distance of 318.71 feet;

S 48°31'30" E, a distance of 8.64 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 91.50 feet, a central angle of 7°24'37", and an arc length of 11.83 feet, whose chord bears S 44°49'11" E, 11.83 feet;

S 31°26'30" W, a distance of 280.41 feet;

Southwesterly, with the arc of a non-tangent curve to the right, having a radius of 595.00 feet, a central angle of 3°47'53", and an arc length of 39.44 feet, whose chord bears S 61°55'02" W, 39.43 feet to the **POINT OF BEGINNING** and containing approximately 0.138 acres of land.

AREA – G
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
0.874 ACRES

BEING all that certain lot, tract or parcel of land situated in the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 224.42 acre tract of land described in deed in favor of Lizzie Curtis, wife of O. M. Curtis, recorded in Volume 100, Page 116 of the Deed Records of Denton County, Texas, and being part of that certain called 141.5 acre tract of land described in deed in favor of O. & C. Freeman Family LTD., recorded in Document Number 1996-48254 of the Real Property Records of Denton County, Texas, and being part of that certain called 59.208 acre tract of land described in deed to SWC 1171-377, LTD, recorded in Document Number 2017-70757 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (Brittan & Crawford) at the southwest corner of said 59.208 acre tract and being the northwest corner of that certain called 29.701 acre tract of land described in deed in favor of Duinick Bros., Inc., recorded in Document Number 1993-22295 of the Real Property Records of Denton County, Texas, and being the southeast corner of that certain called 3.8 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 360, Page 276 of the Deed Records of Denton County, Texas, being on the east line of the Texas and Pacific Railroad right-of-way (called 100' right-of-way), and being the southwest corner of a certain Permanent Utility Easement to the Trinity River Authority of Texas, described as Parcel 2, and being called 2.349 acres, recorded in Document Number 2011-86317 of the Real Property Records, Denton County, Texas;

THENCE N 11°39'45" W, with the west line of said 59.208 acre tract, the west line of said easement, and the east line of said Texas and Pacific Railway, a distance of 20.38 feet;

THENCE N 89°22'50" E, being 20 feet north of and parallel to the south line of said 59.208 acre tract a distance of 1,626.13 feet;

THENCE northeasterly, being 20 feet west of and parallel to the east line of said 59.208 acre tract the following five (5) calls:

N 20°19'50" E, a distance of 13.08 feet;

N 29°05'30" E, a distance of 15.48 feet;

N 21°52'35" E, a distance of 78.62 feet;

N 16°38'00" E, a distance of 95.25 feet;

N 14°58'00" E, a distance of 62.71 feet;

THENCE S 75°02'00" E, a distance of 20.00 feet to a point in the east line of said 59.208 acre tract, same being the west line of a certain Parcel 4, called 2.2831 acres, to the State of Texas, recorded in Document Number 2020-140683 of the Real Property Records, Denton County, Texas, and being in the west line of US Highway 377 (variable width ROW);

THENCE with the east line of said 59.208 acre tract, and the west line of US Highway 377 the following five (5) calls:

S 14°58'00" W, a distance of 63.00 feet to a 1/2" capped rebar found (TXDOT);

S 16°38'00" W, a distance of 96.46 feet to a 1/2" capped rebar found (TXDOT);

S 21°52'35" W, a distance of 80.80 feet to a 1/2" capped rebar found (TXDOT);

S 29°05'30" W, a distance of 15.21 feet to a 1/2" capped rebar found (TXDOT);

S 20°19'50" W, a distance of 25.30 feet to a 1/2" capped rebar found (TXDOT) at the southeast corner of said 59.208 acre tract, same being the southwest corner of said 2.2831 acre tract, being in the north line of said 29.701 acre tract, and being in the west line of US Highway 377;

THENCE S 89°22'50" W, with the south line of said 59.208 acre tract, same being the north line of said 29.701 acre tract, a distance of 1,635.98 feet to the **POINT OF BEGINNING** and containing approximately 0.874 acres of land.

AREA – H
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
0.083 ACRES

BEING all that certain lot, tract or parcel of land situated in the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 1.892 acre tract of land described as Tract I in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2008-41355 of the Real Property Records of Denton County, Texas, being part of that certain called 1.4929 acre tract of land described as Parcel 5 in Notice of Lis Pendens of State of Texas v. 64.3 SE 1171/377, LLC, Et Al, recorded in Document Number 2020-84225 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found at the southeast corner of said 1.892 acre tract, being on the west line of the original right-of-way of U.S. Highway 377 (called 140' right-of-way now known as Dunham Road) as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 276, Page 240, of the Deed Records, of Denton County, Texas, and being the northeast corner of that certain called 25,120 square feet tract of land described as Parcel 45 in deed in favor of Denton County, recorded in Document Number 2011-17585 of the Real Property Records of Denton County, Texas;

THENCE N 00°37'40" W, with the east line of said 1.892 acre tract a distance of 122.37 feet to a 1/2" capped rebar found at the northernmost southeast corner of said 1.4929 acre tract;

THENCE N 00°37'40" W, with the east line of said 1.892 acre tract and the east line of said 1.4929 acre tract, a distance of 15.91 feet to the **POINT OF BEGINNING**;

THENCE N 81°07'40" W, a distance of 86.76 feet;

THENCE N 75°02'00" W, a distance of 98.69 feet to the west line of said 1.892 acre tract, same being the west line of said 1.4929 acre tract, and being in the east line of U.S. Highway 377;

THENCE Northeasterly, with the west line of said 1.892 acre tract and the west line of said 1.4929 acre tract, with the arc of a curve to the left, having a radius of 3879.72 feet, a central angle of 0°17'52", and an arc length of 20.17 feet, whose chord bears N 22°23'56" E, 20.17 feet;

THENCE S 75°02'00" E, a distance of 95.01 feet;

THENCE S 81°07'40" E, a distance of 82.34 feet to the east line of said 1.892 acre tract, same being the east line of said 1.4929 acre tract;

THENCE S 00°37'40" E, with the east line of said 1.892 acre tract, and the east line of said 1.4929 acre tract, a distance of 20.28 feet to the **POINT OF BEGINNING** and containing approximately 0.083 acres of land.

AREA – I
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
0.847 ACRES

BEING all of that certain lot, tract or parcel of land situated in the P. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, and being part of that certain called 62.678 acre tract of land described as Tract II in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2008-41355 of the Real Property Records, Denton County, Texas, and being part of that certain called 6.220 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2016-73841 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found at the northeast corner of said 6.220 acre tract, same being the northwest corner of a certain called 44.53 acre tract of land, described by deed to SWC 1171-377, LTD, recorded in Document Number 2017-156273 of the Real Property Records, Denton County, Texas, and being in the south line of FM 1171 (variable width ROW);

THENCE N 74°01'20" W, with the north line of said 6.220 acre tract, same being the south line of FM 1171, a distance of 24.72 feet to the **POINT OF BEGINNING**;

THENCE S 15°58'40" W, a distance of 159.94 feet;

THENCE S 00°27'30" E, a distance of 420.98 feet;

THENCE S 89°32'30" W, passing the west line of said 6.220 acre tract, same being the northerly east line of said 62.678 acre tract, continuing a total distance of 884.28 feet;

THENCE N 76°43'00" W, a distance of 103.81 feet;

THENCE N 62°12'20" W, a distance of 247.94 feet;

THENCE N 46°17'55" W, a distance of 41.73 feet to the west line of said 62.678 acre tract, same being the east line of the original right-of-way of U. S. Highway 377 (called 140' right-of-way now known as Dunham Road) as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 276, Page 240 of the Deed Records of Denton County, Texas;

THENCE N 00°37'40" W, with the west line of said 62.678 acre tract, same being the east line of said 12.32 acre tract, a distance of 15.91 feet;

THENCE S 46°17'55" E, a distance of 58.48 feet;

THENCE S 62°12'20" E, a distance of 242.60 feet;

THENCE S 76°43'00" E, a distance of 98.85 feet;

THENCE N 89°32'30" E, passing the northerly east line of said 62.678 acre tract, same being the west line of said 6.220 acre tract, continuing a total distance of 861.87 feet;

THENCE N 00°27'30" W, a distance of 403.87 feet;

THENCE N 15°58'40" E, a distance of 162.82 feet to the north line of said 6.220 acre tract, same being the south line of FM 1171, from which a 1/2" capped rebar found (TXDOT) at the easterly corner of that certain called 0.2610 acre tract of land described as Parcel 7 in Agreement to the State of Texas, recorded in Instrument Number 2020-140695 of the Real Property Records of Denton County, Texas bears N 74°01'20" W, 1,188.02 feet;

THENCE S 74°01'20" E, with the north line of said 6.220 acre tract, and the south line of FM 1171, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing approximately 0.847 acres of land.

AREA – J
LEGAL DESCRIPTION
DRAINAGE EASEMENT
0.078 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the P. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, being a part of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of a certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1,

same being the west corner of a certain called 0.018 acre tract of land, described by deed as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of said 31.929 acre tract, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following five (5) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of $20^{\circ}28'57''$, and an arc length of 32.71 feet, whose chord bears $N 31^{\circ}14'02'' E$, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of $25^{\circ}04'38''$, and an arc length of 43.77 feet, whose chord bears $N 05^{\circ}27'57'' W$, 43.42 feet to the **POINT OF BEGINNING** of the herein described tract of land;

$N 48^{\circ}31'30'' W$, a distance of 157.89 feet to the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract;

THENCE $N 89^{\circ}46'20'' E$, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 39.08 feet;

THENCE over, across, and through said 31.929 acre tract the following three (3) calls:

$S 48^{\circ}31'30'' E$, a distance of 74.67 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 91.50 feet, having a central angle of $30^{\circ}23'53''$, an arc length of 48.54 feet, and whose chord bears $S 33^{\circ}19'33'' E$, a distance of 47.98 feet;

Southwesterly, with the arc of a tangent curve to the left, having a radius of 100.00 feet, having a central angle of $8^{\circ}53'06''$, an arc length of 15.51 feet, and whose chord bears $S 11^{\circ}30'55'' W$, a distance of 15.49 feet to the **POINT OF BEGINNING** and containing approximately 0.078 acres of land.

AREA – K
LEGAL DESCRIPTION
DRAINAGE EASEMENT
0.361 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the P. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, being a part of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of a certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1,

same being the west corner of a certain called 0.018 acre tract of land, described by deed as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of said 31.929 acre tract, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following eight (8) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 25°04'38", and an arc length of 43.77 feet, whose chord bears N 05°27'57" W, 43.42 feet;

S 53°24'50" E, a distance of 174.05 feet to the **POINT OF BEGINNING** of the herein described tract of land;

Northeasterly, with the arc of a non-tangent curve to the left, having a radius of 100.00 feet, a central angle of 44°05'44", and an arc length of 76.96 feet, whose chord bears N 44°03'06" E, 75.08 feet;

S 48°31'30" E, a distance of 56.92 feet;

Southeasterly, with the arc of a tangent curve to the left, having a radius of 462.50 feet, a central angle of 15°47'28", and an arc length of 127.47 feet, whose chord bears S 56°25'14" E, 127.07 feet to the east line of said 31.929 acre tract, and being in a south line of said 483.906 acre tract;

THENCE S 00°22'35" E, with the east line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, a distance of 82.17 feet;

THENCE over, across, and through said 31.929 acre tract the following three (3) calls:

Northwesterly, with a non-tangent curve to the left, having a radius of 462.50 feet, a central angle of 00°26'45", and an arc length of 3.60 feet, whose chord bears N 67°33'37" W, 3.60 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 537.50 feet, a central angle of 19°15'30", and an arc length of 180.66 feet, whose chord bears N 58°09'14" W, 179.82 feet;

N 48°31'30" W, a distance of 60.29 feet to the **POINT OF BEGINNING** and containing approximately 0.361 acres of land.

AREA – L
LEGAL DESCRIPTION
DRAINAGE EASEMENT
0.019 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the P. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, being a part of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of a certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1,

same being the west corner of a certain called 0.018 acre tract of land, described by deed as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of said 31.929 acre tract, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following five (5) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 25°04'38", and an arc length of 43.77 feet, whose chord bears N 05°27'57" W, 43.42 feet;

N 48°31'30" W, a distance of 157.89 feet to the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract;

THENCE N 89°46'20" E, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 130.77 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE N 89°46'20" E, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 39.08 feet;

THENCE over, across, and through said 31.929 acre tract the following four (4) calls:

S 48°31'30" E, a distance of 31.07 feet;

Southwesterly, with the arc of a non-tangent curve to the left, having a radius of 100.00 feet, a central angle of 1°38'00", and an arc length of 2.85 feet, whose chord bears S 75°03'39" W, 2.85 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 51.50 feet, a central angle of 57°13'51", and an arc length of 51.44 feet, whose chord bears N 77°08'25" W, 49.33 feet;

N 48°31'30" W, a distance of 15.37 feet to the **POINT OF BEGINNING** and containing approximately 0.019 acres of land.

AREA – M
LEGAL DESCRIPTION
DRAINAGE EASEMENT
1.670 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet;

N 48°31'30" W, a distance of 74.67 feet to a point in the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE S 89°46'20" W, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 39.08 feet;

THENCE over, across, and through said 483.906 acre tract the following six (6) calls:

N 48°31'30" W, a distance of 1117.40 feet;

Northwesterly, with a curve to the right, having a radius of 1256.50 feet, having a central angle of 77°42'46", an arc length of 1704.25 feet, and whose chord bears N 09°40'06" W, a distance of 1576.58 feet;

Southeasterly, with the arc of a non-tangent curve to the left, having a radius of 100.00 feet, having a central angle of 02°21'28", an arc length of 4.12 feet, and whose chord bears S 25°50'01" E, a distance of 4.11 feet;

Southwesterly, with the arc of a tangent curve to the right, having a radius of 131.50 feet, having a central angle of 32°31'56", an arc length of 74.66 feet, and whose chord bears S 09°34'44" W, a distance of 73.67 feet;

Southeasterly, with the arc of a tangent curve to the left, having a radius of 1230.50 feet, having a central angle of 74°22'12", an arc length of 1597.19 feet, and whose chord bears S 11°20'24" E, a distance of 1487.40 feet;

S 48°31'30" E, a distance of 1146.58 feet to the **POINT OF BEGINNING** and containing approximately 1.670 acres of land.

AREA – N
LEGAL DESCRIPTION
DRAINAGE EASEMENT
2.588 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet to;

N 48°31'30" W, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1221.25 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

Northeasterly, with the arc of a tangent curve to the right, having a radius of 1230.50 feet, having a central angle of 74°22'12", an arc length of 1597.19 feet, and whose chord bears N 11°20'24" E, a distance of 1487.40 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, a central angle of 32°31'56", and an arc length of 74.66 feet, whose chord bears N 09°34'44" E, 73.67 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 100.00 feet, having a central angle of 14°18'18", an arc length of 24.97 feet, and whose chord bears N 19°51'36" W, 24.90 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, having a central angle of 45°17'11", an arc length of 103.94 feet, and whose chord bears N 35°21'02" W, 101.25 feet;

Northwesterly, with a compound curve to the left, having a radius of 955.00 feet, having a central angle of 34°28'32", an arc length of 574.64 feet, and whose chord bears N 75°13'54" W, 566.01 feet;

S 87°31'50" W, a distance of 503.43 feet;

S 42°31'50" W, a distance of 42.43 feet to the west line of said 483.906 acre tract, same being the east line of that certain called 2.94999 acre tract of land described as Parcel 10 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas, and being in the east line of US Highway 377;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, same being the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 150.00 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, same being the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 42.43 feet to a point from which a TxDOT Monument found bears N 02°28'10" W, 140.93 feet;

THENCE over, across, and through said 483.906 acre tract the following thirteen (13) calls:

S 47°28'10" E, a distance of 60.00 feet;

N 87°31'50" E, a distance of 491.01 feet;

Southeasterly, with a curve to the right, having a radius of 1075.00 feet, having a central angle of 35°57'42", an arc length of 674.72 feet, and whose chord bears S 74°29'19" E, a distance of 663.70 feet;

Northeasterly, with a reverse curve to the left, having a radius of 60.50 feet, having a central angle of 89°21'12", an arc length of 94.35 feet, and whose chord bears N 78°48'56" E, a distance of 85.08 feet;

N 34°08'20" E, a distance of 216.11 feet;

Northeasterly, with a curve to the right, having a radius of 22.00 feet, having a central angle of 125°53'49", an arc length of 48.34 feet, and whose chord bears N 34°08'20" E, a distance of 39.19 feet;

N 34°08'20" E, a distance of 893.07 feet;

S 55°51'40" E, a distance of 12.00 feet;

N 34°08'20" E, a distance of 108.38 feet;

Northwesterly, with a curve to the left, having a radius of 732.00 feet, having a central angle of 75°51'40", an arc length of 969.19 feet, and whose chord bears N 03°47'30" W, a distance of 899.93 feet;

S 48°16'40" W, a distance of 2.39 feet;

Northwesterly, with a curve to the right, having a radius of 24.00 feet, having a central angle of 162°49'09", an arc length of 68.20 feet, and whose chord bears N 50°18'43" W, a distance of 47.46 feet;

N 44°49'25" W, a distance of 648.78 feet to the easterly north line of said 483.906 acre tract;

THENCE S 89°18'15" E, with the easterly north line of said 483.906 acre tract, a distance of 37.11 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

S 44°49'25" E, a distance of 630.07 feet;

Southeasterly, with a curve to the right, having a radius of 750.00 feet, having a central angle of 78°57'44", an arc length of 1033.61 feet, and whose chord bears S 05°20'32" E, a distance of 953.74 feet;

S 34°08'20" W, a distance of 1256.75 feet;

Southwesterly, with a curve to the right, having a radius of 90.50 feet, having a central angle of 89°21'12", an arc length of 141.14 feet, and whose chord bears S 78°48'56" W, a distance of 127.26 feet;

Northwesterly, with a reverse curve to the left, having a radius of 1045.00 feet, having a central angle of 35°57'42", an arc length of 655.89 feet, and whose chord bears N 74°29'19" W, a distance of 645.18 feet;

S 87°31'50" W, a distance of 503.43 feet;

N 47°28'10" W, a distance of 42.43 feet to the **POINT OF BEGINNING** and containing approximately 2.588 acres of land.

AREA – O
LEGAL DESCRIPTION
DRAINAGE EASEMENT
1.290 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet;

N 48°31'30" W, a distance of 74.67 feet to a point in the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract;

THENCE N 89°46'20" E, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 91.69 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE over, across, and through said 483.906 acre tract the following five (5) calls:

N 48°31'30" W, a distance of 1215.04 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 1169.50 feet, having a central angle of 46°11'16", an arc length of 942.77 feet, and whose chord bears N 25°25'51" W, a distance of 917.45 feet;

N 87°39'47" E, a distance of 26.00 feet;

Southeasterly, with the arc of a non-tangent curve to the left, having a radius of 1143.50 feet, having a central angle of 46°11'16", an arc length of 921.81 feet, and whose chord bears S 25°25'51" E, a distance of 897.05 feet;

S 48°31'30" E, a distance of 1244.22 feet to a south line of said 483.906 acre tract, and the north line of said 31.929 acre tract;

THENCE S 89°46'20" W, with a south line of said 483.906 acre tract, and the north line of said 31.929 acre tract, a distance of 39.08 feet to the **POINT OF BEGINNING** and containing approximately 1.290 acres of land.

AREA – P
LEGAL DESCRIPTION
DRAINAGE EASEMENT
2.755 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet;

N 48°31'30" W, a distance of 74.67 feet to a point in the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract;

THENCE N 89°46'20" E, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 91.69 feet;

THENCE over, across, and through said 483.906 acre tract the following eighteen (18) calls:

N 48°31'30" W, a distance of 1215.04 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 1169.50 feet, having a central angle of 75°16'22", an arc length of 1536.44 feet, and whose chord bears N 10°53'18" W, a distance of 1428.31 feet;

Northeasterly, with a compound curve to the right, having a radius of 51.50 feet, having a central angle of 60°20'14", an arc length of 54.23 feet, and whose chord bears N 56°55'00" E, 51.76 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 100.00 feet, having a central angle of 28°09'09", an arc length of 49.14 feet, and whose chord bears N 73°00'32" E, 48.64 feet to the **POINT OF BEGINNING** of the herein described tract of land;

Northeasterly, continuing with said 100.00 foot curve to the left, having a central angle of 34°54'55", an arc length of 60.94 feet, and whose chord bears N 41°28'30" E, 60.00 feet;

S 48°31'30" E, a distance of 110.16 feet;

Southeasterly, with a curve to the left, having a radius of 270.00 feet, having a central angle of 41°33'23", an arc length of 195.83 feet, and whose chord bears S 69°18'11" E, a distance of 191.57 feet;

N 89°55'08" E, a distance of 568.55 feet;

Northwesterly, with a curve to the right, having a radius of 520.00 feet, having a central angle of 08°53'16", an arc length of 80.66 feet, and whose chord bears N 60°18'20" W, a distance of 80.58 feet;

N 55°51'42" W, a distance of 733.82 feet;

N 34°08'20" E, a distance of 40.00 feet;

S 55°51'42" E, a distance of 733.81 feet;

Southeasterly, with a curve to the left, having a radius of 480.00 feet, having a central angle of 34°13'10", an arc length of 286.68 feet, and whose chord bears S 72°58'17" E, a distance of 282.43 feet;

N 89°55'08" E, a distance of 384.96 feet;

S 00°04'52" E, a distance of 50.00 feet;

S 89°55'08" W, a distance of 1176.00 feet;

Northwesterly, with a curve to the right, having a radius of 330.00 feet, having a central angle of 41°33'23", an arc length of 239.35 feet, and whose chord bears N 69°18'11" W, a distance of 234.14 feet;

N 48°31'30" W, a distance of 110.16 feet to the **POINT OF BEGINNING** and containing approximately 2.755 acres of land.

AREA – Q
LEGAL DESCRIPTION
DRAINAGE EASEMENT
0.346 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet;

N 48°31'30" W, a distance of 74.67 feet to a point in the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract;

THENCE N 89°46'20" E, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 91.69 feet;

THENCE over, across, and through said 483.906 acre tract the following eighteen (18) calls:

N 48°31'30" W, a distance of 1215.04 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 1169.50 feet, having a central angle of 75°16'22", an arc length of 1536.44 feet, and whose chord bears N 10°53'18" W, a distance of 1428.31 feet;

Northeasterly, with a compound curve to the right, having a radius of 51.50 feet, having a central angle of 60°20'14", an arc length of 54.23 feet, and whose chord bears N 56°55'00" E, 51.76 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 100.00 feet, having a central angle of 100°53'07", an arc length of 176.08 feet, and whose chord bears N 36°38'33" E, 154.20 feet;

Northeasterly, with the arc of a tangent curve to the right, having a radius of 51.50 feet, having a central angle of 47°56'20", an arc length of 43.09 feet, and whose chord bears N 10°10'10" E, 41.84 feet;

N 34°08'20" E, a distance of 1287.88 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 850.00 feet, having a central angle of 75°46'53", an arc length of 1124.24 feet, and whose chord bears N 03°45'07" W, 1044.07 feet to the **POINT OF BEGINNING** of the herein described tract of land;

Northwesterly, with said 850.00 foot curve to the left, having a central angle of $03^{\circ}10'51''$, an arc length of 47.19 feet, and whose chord bears $N\ 43^{\circ}13'59''\ W$, a distance of 47.18 feet;

$N\ 44^{\circ}49'25''\ W$, a distance of 12.82 feet;

$N\ 46^{\circ}23'40''\ E$, a distance of 251.51 feet;

$S\ 43^{\circ}36'20''\ E$, a distance of 60.00 feet;

$S\ 46^{\circ}23'40''\ W$, a distance of 251.54 feet to the **POINT OF BEGINNING** and containing approximately 0.346 acres of land.

AREA – R
LEGAL DESCRIPTION
DRAINAGE EASEMENT
1.880 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following eight (8) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

S 48°58'17" E, a distance of 181.16 feet;

S 48°31'30" E, a distance of 60.29 feet;

Southeasterly, with the arc of a tangent curve to the left, having a radius of 537.50 feet, having a central angle of 19°15'30", an arc length of 180.66 feet, and whose chord bears S 58°09'14" E, a distance of 179.82 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 462.50 feet, having a central angle of 00°26'45", an arc length of 3.60 feet, and whose chord bears S 67°33'37" E, a distance of 3.60 feet to a point in the east line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE N 00°22'35" W, with the east line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 82.17 feet;

THENCE over, across, and through said 483.906 acre tract the following eleven (11) calls:

Southeasterly, with the arc of a non-tangent curve to the left, having a radius of 462.50 feet, having a central angle of 03°28'01", an arc length of 27.99 feet, and whose chord bears S 66°02'59" E, a distance of 27.98 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 537.50 feet, having a central angle of 19°15'30", an arc length of 180.66 feet, and whose chord bears S 58°09'14" E, a distance of 179.82 feet;

S 48°31'30" E, a distance of 410.29 feet;

Southeasterly, with the arc of a tangent curve to the left, having a radius of 762.50 feet, having a central angle of 22°27'07", an arc length of 298.79 feet, and whose chord bears S 59°45'03" E, a distance of 296.89 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 337.50 feet, having a central angle of 40°28'36", an arc length of 238.43 feet, and whose chord bears S 50°44'18" E, a distance of 233.50 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 830.50 feet, having a central angle of $05^{\circ}10'39''$, an arc length of 75.05 feet, and whose chord bears $N 85^{\circ}06'12'' W$, a distance of 75.02 feet;

$S 15^{\circ}22'20'' W$, a distance of 21.45 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 262.50 feet, having a central angle of $34^{\circ}14'24''$, an arc length of 156.87 feet, and whose chord bears $N 53^{\circ}51'25'' W$, a distance of 154.55 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 837.50 feet, having a central angle of $22^{\circ}27'07''$, an arc length of 328.18 feet, and whose chord bears $N 59^{\circ}45'03'' W$, a distance of 326.09 feet;

$N 48^{\circ}31'30'' W$, a distance of 410.29 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 462.50 feet, having a central angle of $18^{\circ}48'45''$, an arc length of 151.86 feet, and whose chord bears $N 57^{\circ}55'52'' W$, a distance of 151.18 feet to the **POINT OF BEGINNING** and containing approximately 1.880 acres of land.

AREA – S
LEGAL DESCRIPTION
DRAINAGE EASEMENT
0.962 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the T. Burress Survey, Abstract Number 33, Town of Flower Mound, Denton County, Texas, being a part of that certain called 1129.061 acre tract, described as Tract A in deed to Old WR Ranch I, LP, recorded in Document Number 2000-41222, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the westerly southwest corner of that certain called 483.906 acre tract of land, described as Tract 1 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas, continuing with a south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with a south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1,

same being the west corner of that certain called 0.018 acre tract of land, described as Tract 2 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet to;

N 48°31'30" W, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1221.25 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

Northeasterly, with the arc of a tangent curve to the right, having a radius of 1230.50 feet, having a central angle of 74°22'12", an arc length of 1597.19 feet, and whose chord bears N 11°20'24" E, a distance of 1487.40 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, a central angle of 32°31'56", and an arc length of 74.66 feet, whose chord bears N 09°34'44" E, 73.67 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 100.00 feet, having a central angle of 14°18'18", an arc length of 24.97 feet, and whose chord bears N 19°51'36" W, 24.90 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, having a central angle of 45°17'11", an arc length of 103.94 feet, and whose chord bears N 35°21'02" W, 101.25 feet;

Northwesterly, with a compound curve to the left, having a radius of 955.00 feet, having a central angle of 34°28'32", an arc length of 574.64 feet, and whose chord bears N 75°13'54" W, 566.01 feet;

S 87°31'50" W, a distance of 503.43 feet;

S 42°31'50" W, a distance of 42.43 feet to the west line of said 483.906 acre tract, same being the east line of that certain called 2.94999 acre tract of land described as Parcel 10 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas, and being in the east line of US Highway 377;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 150.00 feet to a 1/2" capped rebar set, stamped "MCADAMS" from which a TxDOT Monument found bears N 02°28'10" W, 140.93 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

S 47°28'10" E, a distance of 42.43 feet;

N 87°31'50" E, a distance of 503.43 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 1045.00 feet, having a central angle of 35°57'42", an arc length of 655.89 feet, and whose chord bears S 74°29'19" E, a distance of 645.18 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 90.50 feet, having a central angle of 89°21'12", an arc length of 141.14 feet, and whose chord bears N 78°48'56" E, a distance of 127.26 feet;

N 34°08'20" E, a distance of 1256.75 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 750.00 feet, having a central angle of 78°57'44", an arc length of 1033.61 feet, and whose chord bears N 05°20'32" W, a distance of 953.74 feet;

N 44°49'25" W, a distance of 630.07 feet to the easterly north line of said 483.906 acre tract, being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE N 89°18'15" W, with the easterly north line of said 483.906 acre tract, a distance of 37.11 feet;

THENCE over, across, and through said 1129.061 acre tract the following thirteen (13) calls:

N 44°49'25" W, a distance of 103.99 feet;

Northwesterly, with a curve to the left, having a radius of 714.00 feet, having a central angle of 33°10'35", an arc length of 413.43 feet, and whose chord bears N 61°24'42" W, a distance of 407.68 feet;

N 78°00'00" W, a distance of 611.47 feet;

Northwesterly, with a curve to the right, having a radius of 886.00 feet, having a central angle of 11°55'10", an arc length of 184.32 feet, and whose chord bears N 72°02'25" W, a distance of 183.99 feet;

N 66°04'50" W, a distance of 232.54 feet;

S 63°16'20" W, a distance of 46.59 feet to the east line of that certain called 3.5311 acre tract of land described as Parcel 14, Part 1 in Possession and Use Agreement to the State of Texas, recorded in Document No. 2020-25232 of the Real Property records of Denton County, Texas, and being in the east line of US Highway 377;

Northeasterly, with the east line of said 3.5311 acre tract, and the east line of US Highway 377, with a curve to the right, having a radius of 2886.00 feet, having a central angle of 00°39'42", an arc length of 33.33 feet, and whose chord bears N 11°59'48" E, a distance of 33.33 feet, to a point from which a TxDOT Monument found bears northeasterly, with said 2886.00 foot radius, having a central angle of 4°00'10", an arc length of 201.62 feet, and whose chord bears N 14°19'44" E, a distance of 201.58 feet;

N 63°16'20" E, a distance of 38.05 feet;

S 66°04'50" E, a distance of 244.84 feet;

Southeasterly, with a curve to the left, having a radius of 860.00 feet, having a central angle of 11°55'10", an arc length of 178.91 feet, and whose chord bears S 72°02'25" E, a distance of 178.59 feet;

S 78°00'00" E, a distance of 611.47 feet;

Southeasterly, with a curve to the right, having a radius of 740.00 feet, having a central angle of 33°10'35", an arc length of 428.49 feet, and whose chord bears S 61°24'42" E, a distance of 422.53 feet;

S 44°49'25" E, a distance of 130.46 feet to the **POINT OF BEGINNING** and containing approximately 0.962 acres of land.

FURST RANCH PHASE 1 - INFRASTRUCTURE

TOWN OF FLOWER MOUND, TEXAS



FURST·RANCH

PRELIMINARY OPINION OF PROBABLE COST

FURST RANCH PHASE 1 – INFRASTRUCTURE AND OFFSITE SANITARY SEWER
PROJECTS A-I

PROJECT NUMBER: FUR24002
BY: SCOTT MINNIS
CHECKED BY: JAY REISSIG

DATE: OCTOBER 27, 2025



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4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT A - GREENWAY RURAL ARTERIAL (120' ROW)

SECTION 100 - DEMOLITION, EXCAVATION AND EROSION CONTROL

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	CONSTRUCTION ENTRANCE	EA	1	\$5,000.00	\$5,000.00
2	CHECK DAM	EA	2	\$3,000.00	\$6,000.00
3	SILT FENCE	LF	2,419	\$2.00	\$4,838.00
4	UNCLASSIFIED EXCAVATION ^{7 & 8}	CY	6,378	\$3.25	\$20,729.57
5	UNCLASSIFIED PLACEMENT ⁹	CY	26,963	\$3.25	\$87,629.23
6	CLEARING AND GRUBBING	AC	7.31	\$3,000.00	\$21,930.00
7	CONCRETE WASHOUT PIT	EA	1	\$2,500.00	\$2,500.00
8	DEMO & REMOVE EXISTING GRAVEL ROAD	SY	987	\$9.00	\$8,883.00
9	REMOVE & RELOCATE TRAFFIC SIGNAL POLE	EA	2	\$7,500.00	\$15,000.00
10	REMOVE & RELOCATE POWER POLE	EA	2	\$5,000.00	\$10,000.00
11	REPLACEMENT OF EX. AGRICULTURAL FENCING	LS	1	\$15,000.00	\$15,000.00
12	8"-12" ROCK RIP RAP	SY	60	\$135.00	\$8,100.00
13	REMOVE EXISTING PAVEMENT	SF	303	\$10.00	\$3,030.00
14	REMOVE & RELOCATE WATER METER	EA	1	\$5,000.00	\$5,000.00
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		SUBTOTAL CONST. COST			\$213,639.80
	PREPARED BY:	MARTIN MIRZAI	ENGINEERING	8%	\$17,091.18
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$4,272.80
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$21,363.98
Date:	Monday, October 27, 2025		TOTAL DEMO, EXCA. & ECP COST		\$256,367.76



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4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT A - GREENWAY RURAL ARTERIAL (120' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	18" RCP PIPE	LF	284	\$85.00	\$24,140.00
2	3' X 2' RCB	LF	240	\$250.00	\$60,000.00
3	18" RCP BEND	EA	36	\$450.00	\$16,200.00
4	18" RCP TYPE 'C' HEADWALL	EA	2	\$2,575.00	\$5,150.00
5	TXDOT TYPE SW-0 HEADWALL	EA	2	\$15,000.00	\$30,000.00
6	RCP CONNECTION TO RCB	EA	1	\$1,000.00	\$1,000.00
7	CLADDING OF HEADWALLS	SF	160	\$20.00	\$3,200.00
8	TRENCH SAFETY	LF	524	\$1.00	\$524.00
9	6" 3600 PSI CONCRETE FLUME	SY	134	\$74.00	\$9,916.00
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		SUBTOTAL CONST. COST			\$150,130.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$12,010.40
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$3,002.60
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$15,013.00
Date:	Monday, October 27, 2025		TOTAL STORM COST		\$180,156.00



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LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT A - GREENWAY RURAL ARTERIAL (120' ROW)

SECTION 600 - PAVING IMPROVEMENTS

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	8" 4200 PSI CONCRETE W/ #3 BARS 18" O.C.E.W.	SY	6,965	\$65.00	\$452,725.00
2	TYPE 'C' ASPHALT	SY	2,470	\$60.00	\$148,200.00
3	6" FLEXBASE	SY	2,596	\$24.00	\$62,304.00
4	10" LIME TREATED BASE (ITEMS 1 & 2)	SY	7,445	\$4.50	\$33,502.50
5	LIME (ITEMS 1 & 2)	TON	246	\$350.00	\$86,100.00
6	12" WHITE GORE STRIPING	LF	473	\$5.25	\$2,483.25
7	12" WHITE CROSSWALK STRIPING	LF	184	\$7.00	\$1,288.00
8	4" BROKEN WHITE LANE STRIPING	LF	1,197	\$2.50	\$2,992.50
9	4" SOLID WHITE LANE STRIPING	LF	4,464	\$2.00	\$8,928.00
10	4" DOUBLE SOLID YELLOW STRIPING	LF	1,275	\$2.25	\$2,868.75
11	LANE USE ARROWS - LEFT OR RIGHT	EA	2	\$275.00	\$550.00
12	LANE USE LETTERING	EA	2	\$325.00	\$650.00
13	BIKE LANE MARKING	EA	3	\$300.00	\$900.00
14	STOP SIGN (R1-1)	EA	2	\$600.00	\$1,200.00
15	BIKE LANE SIGN (W3-17)	EA	2	\$550.00	\$1,100.00
16	THRU TRAFFIC MERGE SIGN (W4-1aTR)	EA	3	\$475.00	\$1,425.00
17	TWO WAY TRAFFIC SIGN (W6-3)	EA	1	\$475.00	\$475.00
18	KEEP RIGHT SIGN (R4-7)	EA	1	\$475.00	\$475.00
19	BIKE LANE ENDS SIGN (R3-17b)	EA	2	\$475.00	\$950.00
20	ADJUST EXISTING WATER VALVE TO GRADE	EA	2	\$5,000.00	\$10,000.00
21	STREET HEADER (CONCRETE-ASPHALT)	LF	68	\$20.00	\$1,360.00
22	TRAFFIC SIGNAL FOURTH LEG - US 377 INTER.	EA	1	\$125,000.00	\$125,000.00
23	6" CONCRETE CURB AND GUTTER	LF	563	\$8.50	\$4,785.50
24	TRAFFIC CONTROL (IF NECESSARY)	LS	1	\$8,000.00	\$8,000.00
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27					
		SUBTOTAL CONST. COST			\$958,262.50
	PREPARED BY:	MARTIN MIRZAI	ENGINEERING/CA	8%	\$76,661.00
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$19,165.25
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$95,826.25
Date:	Monday, October 27, 2025	TOTAL PAVING COST			\$1,149,915.00



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4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT A - GREENWAY RURAL ARTERIAL (120' ROW)

SECTION 700 - LANDSCAPE AND IRRIGATION

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	SOD	SF	35,530	\$1.00	\$35,530.00
2	TREE BARK PROTECTION	EA	1	\$250.00	\$250.00
3	TREE PROTECTION FENCING	LF	240	\$5.00	\$1,200.00
4	TEMPORARY IRRIGATION	SF	35,530	\$1.00	\$35,530.00
5	MAINTENANCE	SF	35,530	\$0.10	\$3,553.00
6	FERTILIZER; SOD	SF	35,530	\$0.12	\$4,263.60
7	FINE GRADING	SF	35,530	\$0.25	\$8,882.50
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	PREPARED BY:	RITA SCHILLER	SUBTOTAL CONST. COST		\$89,209.10
	REVIEWED BY:	JEFF BENNETT	SURVEYING	2%	\$1,784.18
	APPROVED BY:	JAMESON PINSON	CONTINGENCY	10%	\$8,920.91
Date:	Monday, October 27, 2025		TOTAL LANDSCAPE-IRR COST		\$99,914.19



MCADAMS

4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT A - GREENWAY RURAL ARTERIAL (120' ROW)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 This Preliminary Opinion of Probable Cost assumes that the pavement subgrade treatment is to be lime and not cement stabilized, with a 8% lime added. Actual treatment is to be determined by the Geotechnical Report.
- 6 Testing is assumed to be 3% of the cost of improvements.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT B - ARTERIAL (MIN. 100' ROW)

SECTION 100 - DEMOLITION, EXCAVATION AND EROSION CONTROL

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	CHECK DAM	EA	10	\$3,000.00	\$30,000.00
2	SILT FENCE	LF	4,287	\$2.00	\$8,574.00
3	UNCLASSIFIED EXCAVATION ^{7 & 8}	CY	43,448	\$3.25	\$141,206.00
4	UNCLASSIFIED PLACEMENT ⁹	CY	32,602	\$3.25	\$105,956.50
5	CLEARING AND GRUBBING	AC	15.39	\$3,000.00	\$46,170.00
6	DEMO & REMOVE EXISTING GRAVEL ROAD	SY	5,041	\$9.00	\$45,369.00
7	8"-12" ROCK RIP RAP	SY	210	\$135.00	\$28,350.00
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		SUBTOTAL CONST. COST			\$405,625.50
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$32,450.04
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$8,112.51
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$40,562.55
Date:	Monday, October 27, 2025		TOTAL DEMO, EXCA. & ECP COST		\$486,750.60



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT B - ARTERIAL (MIN. 100' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	18" RCP PIPE	LF	1,399	\$85.00	\$118,915.00
2	36" RCP PIPE	LF	534	\$175.00	\$93,450.00
3	42" RCP PIPE	LF	848	\$240.00	\$203,520.00
4	48" RCP PIPE	LF	101	\$270.00	\$27,270.00
5	60" RCP PIPE	LF	103	\$380.00	\$39,140.00
6	5' X 5' RCB	LF	139	\$540.00	\$75,060.00
7	7' X 5' RCB	LF	129	\$640.00	\$82,560.00
8	8' X 6' RCB	LF	252	\$820.00	\$206,640.00
9	4' X 4' WYE INLET	EA	1	\$6,400.00	\$6,400.00
10	6' X 6' WYE INLET	EA	1	\$11,000.00	\$11,000.00
11	4' JUNCTION BOX	EA	1	\$6,000.00	\$6,000.00
12	5' JUNCTION BOX	EA	2	\$7,400.00	\$14,800.00
13	6' JUNCTION BOX	EA	1	\$13,000.00	\$13,000.00
14	TXDOT TYPE SW-0 HEADWALL	EA	3	\$15,000.00	\$45,000.00
15	TXDOT TYPE PW	EA	2	\$28,000.00	\$56,000.00
16	RCP CONNECTION TO RCB	EA	2	\$1,000.00	\$2,000.00
17	18"X18" RCP WYE CONNECTION	EA	2	\$420.00	\$840.00
18	36"X18" RCP WYE CONNECTION	EA	4	\$235.00	\$940.00
19	42"X18" RCP WYE CONNECTION	EA	2	\$290.00	\$580.00
20	48"X18" RCP WYE CONNECTION	EA	1	\$605.00	\$605.00
21	18" RCP BEND	EA	16	\$450.00	\$7,200.00
22	36" RCP BEND	EA	2	\$500.00	\$1,000.00
23	48" RCP BEND	EA	2	\$550.00	\$1,100.00
24	18" RCP PLUG	EA	13	\$600.00	\$7,800.00
25	4' X 4' WYE INLET	EA	1	\$6,400.00	\$6,400.00
26	6' X 6' WYE INLET	EA	1	\$11,000.00	\$11,000.00
27	4' MANHOLE ON RCB	EA	1	\$7,500.00	\$7,500.00
28	36" 4:1 TYPE C HEADWALL	EA	1	\$4,500.00	\$4,500.00
	PREPARED BY:	MARTIN MIRZAIE			
	REVIEWED BY:	NICOLAS EHRINGER			
	APPROVED BY:	JAY REISSIG			
Date:	Monday, October 27, 2025		SEE SECTION 300 PAGE 2 FOR COST SUMMARY		



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT B - ARTERIAL (MIN. 100' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
29	24" HDPE CULVERT PIPE (PRIVATE)	LF	90	\$85.00	\$7,650.00
30	24" TYPE B HEADWALL FOR TRIPLE HDPE PIPE	EA	2	\$10,000.00	\$20,000.00
31	CLADDING OF HEADWALLS	SF	640	\$20.00	\$12,800.00
32	TRENCH SAFETY	LF	3,595	\$1.00	\$3,595.00
33	6" 3600 PSI CONCRETE FLUME	SY	424	\$74.00	\$31,376.00
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		SUBTOTAL CONST. COST			\$1,125,641.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$90,051.28
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$22,512.82
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$112,564.10
Date:	Monday, October 27, 2025		TOTAL STORM COST		\$1,350,769.20



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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT B - ARTERIAL (MIN. 100' ROW)

SECTION 310 - UTILITY IMPROVEMENTS - STORM SEWER - ADD ALTERNATE

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	24" RCP PIPE	EA	216	\$107.00	\$23,112.00
2	24" TYPE B HEADWALL FOR TRIPLE 24" PIPE	EA	2	\$10,000.00	\$20,000.00
3	UPPER TRINITY ENCASEMENT PIPE AROUND EXISTING 48" WATER LINE	LF	405	\$2,000.00	\$810,000.00
4	TRENCH SAFETY - STORM SEWER PIPE	LF	216	\$1.00	\$216.00
5	TRENCH SAFETY - ENCASEMENT PIPE	LF	405	\$10.00	\$4,050.00
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		SUBTOTAL CONST. COST			\$857,378.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$68,590.24
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$17,147.56
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$85,737.80
Date:	Monday, October 27, 2025		TOTAL STORM COST ADD-ALT		\$1,028,853.60



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT B - ARTERIAL (MIN. 100' ROW)

SECTION 600 - PAVING IMPROVEMENTS

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	8" 4200 PSI CONCRETE W/ #3 BARS 18" O.C.E.W.	SY	10,112	\$65.00	\$657,280.00
2	8" 4200 PSI CONCRETE (STAMPED AND STAINED) W/ #3 BARS 18" O.C.E.W.	SY	123	\$180.00	\$22,140.00
3	4" 3600 PSI CONCRETE W/ #3 BARS 18" O.C.E.W.	SY	14	\$75.00	\$1,050.00
4	10" LIME TREATED BASE (ITEMS 1 & 2)	SY	11,208	\$4.50	\$50,436.00
5	LIME (ITEMS 1 & 2)	TON	370	\$350.00	\$129,500.00
6	6' TYPE '7' BARRIER FREE RAMPS	EA	10	\$3,200.00	\$32,000.00
7	TYPE III BARRICADE	LF	50	\$48.00	\$2,400.00
8	YIELD BAR STRIPING	LF	62	\$25.00	\$1,550.00
9	12" WHITE GORE STRIPING	LF	194	\$5.25	\$1,018.50
10	12" WHITE CROSSWALK STRIPING	LF	273	\$7.00	\$1,911.00
11	4" BROKEN WHITE LANE STRIPING	LF	210	\$2.50	\$525.00
12	4" DOUBLE SOLID YELLOW STRIPING	LF	2,526	\$2.25	\$5,683.50
13	LANE USE ARROWS - LEFT OR RIGHT	EA	2	\$275.00	\$550.00
14	LANE USE ARROWS - STRAIGHT + LEFT	EA	4	\$550.00	\$2,200.00
15	RIGHT LANE ENDS SIGN (W4-2L)	EA	1	\$475.00	\$475.00
16	ROUNDBOUT DIRECTIONAL SIGN (R6-4A)	EA	4	\$825.00	\$3,300.00
17	STOP SIGN (R1-1)	EA	2	\$600.00	\$1,200.00
18	THRU TRAFFIC MERGE SIGN (W4-1aTR)	EA	1	\$475.00	\$475.00
19	TWO WAY TRAFFIC SIGN (W6-3)	EA	1	\$475.00	\$475.00
20	YIELD SIGN (R1-2)	EA	5	\$800.00	\$4,000.00
21	STREET HEADER (CONCRETE-CONCRETE)	LF	48	\$12.00	\$576.00
22	ROUNDBOUT STRIPING - 6" WHITE SOLID	LF	330	\$4.00	\$1,320.00
23	ROUNDBOUT STRIPING - GORE STRIPING	LF	916	\$5.25	\$4,809.00
24	ROUNDBOUT STRIPING - DASHED	LF	353	\$4.00	\$1,412.00
25	GRAVEL ROADWAY EXTENSION	SY	1,422	\$20.00	\$28,440.00
26	CONCRETE MEDIAN NOSE	SY	140	\$250.00	\$35,000.00
27	6" CONCRETE CURB AND GUTTER	LF	3,790	\$8.50	\$32,215.00
28	TRAFFIC CONTROL (IF NECESSARY)	LS	1	\$8,500.00	\$8,500.00
		SUBTOTAL CONST. COST			\$1,030,441.00
	PREPARED BY:	MARTIN MIRZAI	ENGINEERING	8%	\$82,435.28
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$20,608.82
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$103,044.10
Date:	Monday, October 27, 2025		TOTAL PAVING COST		\$1,236,529.20



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT B - ARTERIAL (MIN. 100' ROW)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 This Preliminary Opinion of Probable Cost assumes that the pavement subgrade treatment is to be lime and not cement stabilized, with a 8% lime added. Actual treatment is to be determined by the Geotechnical Report.
- 6 Testing is assumed to be 3% of the cost of improvements.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT C - COLLECTOR (61' ROW)

SECTION 100 - DEMOLITION, EXCAVATION AND EROSION CONTROL

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	CHECK DAM	EA	4	\$3,000.00	\$12,000.00
2	SILT FENCE	LF	11,516	\$2.00	\$23,032.00
3	4"-6" ROCK RIP RAP	SY	691	\$100.00	\$69,100.00
4	UNCLASSIFIED EXCAVATION ^{7 & 8}	CY	170,189	\$3.25	\$553,114.25
5	UNCLASSIFIED PLACEMENT ⁹	CY	10,890	\$3.25	\$35,392.50
6	CLEARING AND GRUBBING	AC	18.83	\$3,000.00	\$56,490.00
7	DEMO & REMOVE EXISTING GRAVEL ROAD	SY	576	\$9.00	\$5,184.00
8	8"-12" ROCK RIP RAP	SY	322	\$135.00	\$43,470.00
9	SOD - POND AREA (SLOPE STABILITY)	SF	305,824	\$1.00	\$305,824.00
10	TEMPORARY IRRIGATION - POND AREA (SLOPE STABILITY)	SF	305,824	\$1.00	\$305,824.00
11	FERTILIZER; SOD - POND AREA (SLOPE STABILITY)	SF	305,824	\$0.12	\$36,698.88
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		SUBTOTAL CONST. COST			\$1,446,129.63
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$115,690.37
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$28,922.59
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$144,612.96
Date:	Monday, October 27, 2025		TOTAL DEMO, EXCA. & ECP COST		\$1,735,355.56



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT C - COLLECTOR (61' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	18" RCP PIPE	LF	730	\$85.00	\$62,050.00
2	24" RCP PIPE	LF	220	\$107.00	\$23,540.00
3	36" RCP PIPE	LF	369	\$175.00	\$64,575.00
4	48" RCP PIPE	LF	842	\$270.00	\$227,340.00
5	54" RCP PIPE	LF	374	\$310.00	\$115,940.00
6	60" RCP PIPE	LF	726	\$380.00	\$275,880.00
7	5' X 5' RCB	LF	484	\$540.00	\$261,360.00
8	7' X 5' RCB	LF	205	\$640.00	\$131,200.00
9	4' X 4' WYE INLET	EA	7	\$6,400.00	\$44,800.00
10	6' X 6' WYE INLET	EA	1	\$11,000.00	\$11,000.00
11	4' JUNCTION BOX	EA	1	\$6,000.00	\$6,000.00
12	5' JUNCTION BOX	EA	1	\$7,400.00	\$7,400.00
13	6' JUNCTION BOX	EA	1	\$13,000.00	\$13,000.00
14	7' JUNCTION BOX	EA	1	\$13,500.00	\$13,500.00
15	8' JUNCTION BOX	EA	3	\$15,000.00	\$45,000.00
16	TXDOT TYPE SW-0 HEADWALL (Shared with Area C)	EA	0.5	\$15,000.00	\$7,500.00
17	RCP CONNECTION TO RCB	EA	2	\$1,000.00	\$2,000.00
18	18"X18" RCP WYE CONNECTION	EA	3	\$420.00	\$1,260.00
19	48"X18" RCP WYE CONNECTION	EA	4	\$605.00	\$2,420.00
20	54"X18" RCP WYE CONNECTION	EA	2	\$650.00	\$1,300.00
21	60"X18" RCP WYE CONNECTION	EA	4	\$725.00	\$2,900.00
22	48"X36" WYE CONNECTION	EA	1	\$675.00	\$675.00
23	60"X36" WYE CONNECTION	EA	1	\$850.00	\$850.00
24	18" RCP BEND	EA	15	\$450.00	\$6,750.00
25	24" RCP BEND	EA	1	\$475.00	\$475.00
26	36" RCP BEND	EA	4	\$500.00	\$2,000.00
27	18" RCP PLUG	EA	13	\$600.00	\$7,800.00
	PREPARED BY:	MARTIN MIRZAI			
	REVIEWED BY:	NICOLAS EHRINGER			
	APPROVED BY:	JAY REISSIG			
Date:	Monday, October 27, 2025		SEE SECTION 300 PAGE 2 FOR COST SUMMARY		



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT C - COLLECTOR (61' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
28	CLADDING OF HEADWALLS	SF	80	\$20.00	\$1,600.00
29	TRENCH SAFETY	LF	3,950	\$1.00	\$3,950.00
30	6" 3600 PSI CONCRETE FLUME	SY	757	\$74.00	\$56,018.00
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		SUBTOTAL CONST. COST			\$1,378,633.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$110,290.64
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$27,572.66
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$137,863.30
Date:	Monday, October 27, 2025		TOTAL STORM COST		\$1,654,359.60



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT C - COLLECTOR (61' ROW)

SECTION 600 - PAVING IMPROVEMENTS

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	8" 4200 PSI CONCRETE W/ #3 BARS 18" O.C.E.W.	SY	9,370	\$65.00	\$609,050.00
2	8" 4200 PSI CONCRETE (STAMPED AND STAINED) W/ #3 BARS 18" O.C.E.W.	SY	119	\$180.00	\$21,420.00
3	4" 3600 PSI CONCRETE W/ #3 BARS 18" O.C.E.W.	SY	12	\$75.00	\$900.00
4	10" LIME TREATED BASE (ITEMS 1 & 2)	SY	10,398	\$4.50	\$46,791.00
5	LIME (ITEMS 1 & 2)	TON	344	\$350.00	\$120,400.00
6	6' TYPE '7' BARRIER FREE RAMPS	EA	2	\$3,200.00	\$6,400.00
7	TYPE III BARRICADE	LF	116	\$48.00	\$5,568.00
8	YIELD BAR STRIPING	LF	25	\$25.00	\$625.00
9	12" WHITE CROSSWALK STRIPING	LF	190	\$7.00	\$1,330.00
10	4" DOUBLE SOLID YELLOW STRIPING	LF	2,856	\$2.25	\$6,426.00
11	LANE USE ARROWS - STRAIGHT + LEFT	EA	4	\$550.00	\$2,200.00
12	ROUNDAABOUT DIRECTIONAL SIGN (R6-4A)	EA	4	\$825.00	\$3,300.00
13	YIELD SIGN (R1-2)	EA	2	\$800.00	\$1,600.00
14	STREET HEADER (CONCRETE-CONCRETE)	LF	113	\$12.00	\$1,356.00
15	ROUNDAABOUT STRIPING - 6" WHITE SOLID	LF	334	\$4.00	\$1,336.00
16	ROUNDAABOUT STRIPING - GORE STRIPING	LF	776	\$5.25	\$4,074.00
17	ROUNDAABOUT STRIPING - DASHED	LF	367	\$4.00	\$1,468.00
18	CONCRETE MEDIAN NOSE	SY	140	\$250.00	\$35,000.00
19	12' TYPE '7' BARRIER FREE RAMP	EA	4	\$6,400.00	\$25,600.00
20	5.5" 3600 PSI CONCRETE MULTI USE TRAIL	SY	831	\$75.00	\$62,325.00
21	6" CONCRETE CURB AND GUTTER	LF	853	\$8.50	\$7,250.50
22	TRAFFIC CONTROL (IF NECESSARY)	LS	1	\$8,500.00	\$8,500.00
23					
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		SUBTOTAL CONST. COST			\$972,919.50
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING/CA	8%	\$77,833.56
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$19,458.39
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$97,291.95
Date:	Monday, October 27, 2025		TOTAL PAVING COST		\$1,167,503.40



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT C - COLLECTOR (61' ROW)

SECTION 700 - LANDSCAPE AND IRRIGATION

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	ORNAMENTAL TREES	EA	17	\$500.00	\$8,500.00
2	HYDROMULCH	SF	12,008	\$1.00	\$12,008.00
3	TEMPORARY IRRIGATION	SF	12,008	\$1.00	\$12,008.00
4	FINE GRADING	SF	12,008	\$0.25	\$3,002.00
5	MAINTENANCE	SF	12,008	\$0.10	\$1,200.80
6	FERTILIZER; HYDROMULCH	SF	12,008	\$0.12	\$1,440.96
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	PREPARED BY:	RITA SCHILLER	SUBTOTAL CONST. COST		\$38,159.76
	REVIEWED BY:	JEFF BENNETT	SURVEYING	2%	\$763.20
	APPROVED BY:	JAMESON PINSON	CONTINGENCY	10%	\$3,815.98
Date:	Monday, October 27, 2025		TOTAL LANDSCAPE-IRR COST		\$42,738.93



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT C - COLLECTOR (61' ROW)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 This Preliminary Opinion of Probable Cost assumes that the pavement subgrade treatment is to be lime and not cement stabilized, with a 8% lime added. Actual treatment is to be determined by the Geotechnical Report.
- 6 Testing is assumed to be 3% of the cost of improvements.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT D - URBAN MINOR ARTERIAL (90' ROW)

SECTION 100 - DEMOLITION, EXCAVATION AND EROSION CONTROL

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	SAWCUT EXISTING CURB AND PAVEMENT	LF	576	\$15.00	\$8,640.00
2	DEMO & REMOVE EXISTING CONCRETE CURB AND PAVEMENT	SF	1,411	\$10.00	\$14,110.00
3	CONSTRUCTION ENTRANCE	EA	1	\$5,000.00	\$5,000.00
4	SILT FENCE	LF	1,566	\$2.00	\$3,132.00
5	INLET PROTECTION	EA	9	\$300.00	\$2,700.00
6	CONCRETE WASHOUT PIT	EA	1	\$2,500.00	\$2,500.00
7	REPLACEMENT OF EX. AGRICULTURAL FENCING	LS	1	\$10,000.00	\$10,000.00
8	UNCLASSIFIED EXCAVATION ^{7 & 8}	CY	4,860	\$3.25	\$15,795.00
9	UNCLASSIFIED PLACEMENT ⁹	CY	387	\$3.25	\$1,257.75
10	CLEARING AND GRUBBING	AC	3.18	\$3,000.00	\$9,540.00
11	REMOVE & RELOCATE POWER POLE	EA	2	\$5,000.00	\$10,000.00
12	REMOVE & RELOCATE CURB INLET	EA	2	\$5,000.00	\$10,000.00
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		SUBTOTAL CONST. COST			\$92,674.75
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$7,413.98
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$1,853.50
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$9,267.48
Date:	Monday, October 27, 2025		TOTAL DEMO, EXCA. & ECP COST		\$111,209.70



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT D - URBAN MINOR ARTERIAL (90' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	18" RCP PIPE	LF	230	\$85.00	\$19,550.00
2	24" RCP PIPE	LF	166	\$107.00	\$17,762.00
3	60" RCP PIPE	LF	828	\$380.00	\$314,640.00
4	7' X 5' RCB	LF	530	\$640.00	\$339,200.00
5	3' X 3' WYE INLET	EA	1	\$5,250.00	\$5,250.00
6	4' X 4' WYE INLET	EA	1	\$6,400.00	\$6,400.00
7	6' X 6' WYE INLET	EA	2	\$11,000.00	\$22,000.00
8	8' JUNCTION BOX	EA	2	\$15,000.00	\$30,000.00
9	TXDOT TYPE SW-0 HEADWALL (Shared with Area A)	EA	0.5	\$15,000.00	\$7,500.00
10	RCP CONNECTION TO RCB	EA	1	\$1,000.00	\$1,000.00
11	60" X 18" RCP WYE CONNECTION	EA	3	\$800.00	\$2,400.00
12	60" X 24" RCP WYE CONNECTION	EA	1	\$850.00	\$850.00
13	DETENTION POND OUTLET STRUCTURE	EA	1	\$30,000.00	\$30,000.00
14	18" RCP BEND	EA	5	\$450.00	\$2,250.00
15	24" RCP BEND	EA	1	\$475.00	\$475.00
16	60" RCP BEND	EA	2	\$650.00	\$1,300.00
17	10' RECESSED CURB INLET	EA	6	\$6,300.00	\$37,800.00
18	TRENCH SAFETY	LF	1,754	\$1.00	\$1,754.00
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		SUBTOTAL CONST. COST			\$840,131.00
PREPARED BY:		MARTIN MIRZAIE	ENGINEERING	8%	\$67,210.48
REVIEWED BY:		NICOLAS EHRINGER	SURVEYING	2%	\$16,802.62
APPROVED BY:		JAY REISSIG	CONTINGENCY	10%	\$84,013.10
Date:	Monday, October 27, 2025		TOTAL STORM COST		\$1,008,157.20



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT D - URBAN MINOR ARTERIAL (90' ROW)

SECTION 600 - PAVING IMPROVEMENTS

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	8" 4200 PSI CONCRETE W/ #3 BARS 18" O.C.E.W.	SY	8,293	\$65.00	\$539,045.00
2	8" 4200 PSI CONCRETE (STAMPED AND STAINED) W/ #3 BARS 18" O.C.E.W.	SY	136	\$180.00	\$24,480.00
3	8" 3600 PSI CONCRETE W/ #3 BARS 18" O.C.E.W. ON 4" D-FR HMA (METH) TY-B PGCB4-22	SY	789	\$150.00	\$118,350.00
4	4" 3600 PSI CONCRETE W/ #3 BARS 18" O.C.E.W.	SY	11	\$75.00	\$825.00
5	CONCRETE MEDIAN NOSE	SY	101	\$250.00	\$25,250.00
6	10" LIME TREATED BASE	SY	9,053	\$4.50	\$40,738.50
7	LIME	TON	299	\$350.00	\$104,650.00
8	12' TYPE '7' BARRIER FREE RAMP	EA	2	\$6,400.00	\$12,800.00
9	24" WHITE STOP BAR STRIPING	LF	42	\$13.00	\$546.00
10	12" WHITE CROSSWALK STRIPING	LF	178	\$7.00	\$1,246.00
11	4" BROKEN WHITE LANE STRIPING	LF	1,805	\$2.50	\$4,512.50
12	12" GORE STRIPING	LF	1,616	\$5.25	\$8,484.00
13	TURN LANE STRIPING	LF	577	\$2.00	\$1,154.00
14	LANE USE ARROWS	EA	6	\$275.00	\$1,650.00
15	LANE USE LETTERING	EA	6	\$325.00	\$1,950.00
16	STOP SIGN (R1-1)	EA	2	\$600.00	\$1,200.00
17	LEFT TURN ONLY SIGN (R3-5L)	EA	4	\$475.00	\$1,900.00
18	TWO WAY TRAFFIC SIGN (W6-3)	EA	1	\$475.00	\$475.00
19	THRU TRAFFIC MERGE SIGN (W4-1aTR)	EA	2	\$475.00	\$950.00
20	RIGHT LANE ENDS SIGN (W4-2L)	EA	1	\$475.00	\$475.00
21	TRAFFIC SIGNAL AT FM 1171	EA	1	\$500,000.00	\$500,000.00
22	6" CONCRETE CURB AND GUTTER	LF	5,134	\$8.50	\$43,639.00
23	TRAFFIC CONTROL (IF NECESSARY)	LS	1	\$25,000.00	\$25,000.00
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		SUBTOTAL CONST. COST			\$1,459,320.00
	PREPARED BY:	MARTIN MIRZAI	ENGINEERING	8%	\$116,745.60
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$29,186.40
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$145,932.00
Date:	Monday, October 27, 2025		TOTAL PAVING COST		\$1,751,184.00



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT D - URBAN MINOR ARTERIAL (90' ROW)

SECTION 700 - LANDSCAPE AND IRRIGATION

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	HYDROMULCH	SF	44,468	\$1.00	\$44,468.00
2	TEMPORARY IRRIGATION	SF	44,468	\$1.00	\$44,468.00
3	FINE GRADING	SF	44,468	\$0.25	\$11,117.00
4	MAINTENANCE	SF	44,468	\$0.10	\$4,446.80
5	FERTILIZER; HYDROMULCH	SF	44,468	\$0.12	\$5,336.16
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	PREPARED BY:	RITA SCHILLER	SUBTOTAL CONST. COST		\$109,835.96
	REVIEWED BY:	JEFF BENNETT	SURVEYING	2%	\$2,196.72
	APPROVED BY:	JAMESON PINSON	CONTINGENCY	10%	\$10,983.60
Date:	Monday, October 27, 2025		TOTAL LANDSCAPE-IRR COST		\$123,016.28



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT D - URBAN MINOR ARTERIAL (90' ROW)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 This Preliminary Opinion of Probable Cost assumes that the pavement subgrade treatment is to be lime and not cement stabilized, with a 8% lime added. Actual treatment is to be determined by the Geotechnical Report.
- 6 Testing is assumed to be 3% of the cost of improvements.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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TBPE FIRM NO. 19762

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT E - URBAN MINOR ARTERIAL (90' ROW)

SECTION 100 - DEMOLITION, EXCAVATION AND EROSION CONTROL

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	CONSTRUCTION ENTRANCE	EA	1	\$5,000.00	\$5,000.00
2	INLET PROTECTION	EA	6	\$300.00	\$1,800.00
3	SILT FENCE	LF	192	\$2.00	\$384.00
4	CONCRETE WASHOUT PIT	EA	1	\$2,500.00	\$2,500.00
5	UNCLASSIFIED EXCAVATION ^{7 & 8}	CY	4,927	\$3.25	\$16,012.75
6	UNCLASSIFIED PLACEMENT ⁹	CY	8,639	\$3.25	\$28,076.52
7	CLEARING AND GRUBBING	AC	4.94	\$3,000.00	\$14,820.00
8	REPLACEMENT OF EX. AGRICULTURAL FENCING	LS	1	\$10,000.00	\$10,000.00
9	REMOVE EXISTING PAVEMENT	SF	303	\$10.00	\$3,030.00
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		SUBTOTAL CONST. COST			\$81,623.27
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$6,529.86
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$1,632.47
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$8,162.33
Date:	Monday, October 27, 2025		TOTAL DEMO, EXCA. & ECP COST		\$97,947.93



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT E - URBAN MINOR ARTERIAL (90' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	18" RCP PIPE	LF	262	\$85.00	\$22,270.00
2	24" RCP PIPE	LF	765	\$107.00	\$81,855.00
3	7' X 6' RCB BOX	LF	94	\$175.00	\$16,450.00
4	3' JUNCTION BOX	EA	1	\$5,000.00	\$5,000.00
5	4' JUNCTION BOX	EA	1	\$6,000.00	\$6,000.00
6	24" X 18" RCP WYE CONNECTION	EA	4	\$225.00	\$900.00
7	5' X 5' WYE INLET ON RCB	EA	1	\$8,725.00	\$8,725.00
8	18" RCP BEND	EA	6	\$450.00	\$2,700.00
9	10' RECESSED CURB INLET	EA	6	\$6,300.00	\$37,800.00
10	TRENCH SAFETY	LF	1,121	\$1.00	\$1,121.00
11	6" 3600 PSI CONCRETE FLUME	SY	632	\$74.00	\$46,768.00
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		SUBTOTAL CONST. COST			\$229,589.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$18,367.12
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$4,591.78
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$22,958.90
Date:	Monday, October 27, 2025		TOTAL STORM COST		\$275,506.80



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT E - URBAN MINOR ARTERIAL (90' ROW)

SECTION 500 - PAVING IMPROVEMENTS

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	8" 4200 PSI CONCRETE W/ #3 BARS 18" O.C.E.W.	SY	6,588	\$65.00	\$428,220.00
2	TYPE 'C' ASPHALT	SY	995	\$60.00	\$59,700.00
3	6" FLEXBASE	SY	1,001	\$24.00	\$24,024.00
4	10" LIME TREATED BASE	SY	7,347	\$4.50	\$33,061.50
5	LIME	EA	243	\$350.00	\$85,050.00
6	12' TYPE "7" BARRIER FREE RAMP	EA	2	\$6,400.00	\$12,800.00
7	STREET HEADER (CONCRETE-CONCRETE)	LF	52	\$12.00	\$624.00
8	24" WHITE STOP BAR STRIPING	LF	28	\$13.00	\$364.00
9	12" WHITE CROSSWALK STRIPING	LF	136	\$7.00	\$952.00
10	4" BROKEN WHITE LANE STRIPING	LF	2,343	\$2.50	\$5,857.50
11	TURN LANE STRIPING	LF	100	\$2.00	\$200.00
12	LANE USE ARROWS	EA	2	\$275.00	\$550.00
13	LANE USE LETTERING	EA	2	\$325.00	\$650.00
14	STOP SIGN (R1-1)	EA	2	\$600.00	\$1,200.00
15	6" CONCRETE CURB AND GUTTER	LF	4,914	\$8.50	\$41,769.00
16	CONCRETE MEDIAN NOSE	SY	8	\$250.00	\$2,000.00
17	TRAFFIC CONTROL (IF NECESSARY)	LS	1	\$15,000.00	\$15,000.00
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		SUBTOTAL CONST. COST			\$712,022.00
	PREPARED BY:	MARTIN MIRZAI	ENGINEERING	8%	\$56,961.76
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$14,240.44
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$71,202.20
Date:	Monday, October 27, 2025		TOTAL PAVING COST		\$854,426.40



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT E - URBAN MINOR ARTERIAL (90' ROW)

SECTION 700 - LANDSCAPE AND IRRIGATION

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	SOD	SF	93,690	\$1.00	\$93,690.00
2	TEMPORARY IRRIGATION	SF	93,690	\$1.00	\$93,690.00
3	MAINTENANCE	SF	93,690	\$0.10	\$9,369.00
4	FERTILIZER; SOD	SF	93,690	\$0.12	\$11,242.80
5	FINE GRADING	SF	93,690	\$0.25	\$23,422.50
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	PREPARED BY:	RITA SCHILLER	SUBTOTAL CONST. COST		\$231,414.30
	REVIEWED BY:	JAMESON PINSON	SURVEYING	2%	\$4,628.29
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$23,141.43
Date:	Monday, October 27, 2025		TOTAL LANDSCAPE-IRR COST		\$259,184.02



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT E - URBAN MINOR ARTERIAL (90' ROW)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 This Preliminary Opinion of Probable Cost assumes that the pavement subgrade treatment is to be lime and not cement stabilized, with a 8% lime added. Actual treatment is to be determined by the Geotechnical Report.
- 6 Testing is assumed to be 3% of the cost of improvements.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT F - WATER MAIN (CHISHOLM TRAIL)

SECTION 400 - UTILITY IMPROVEMENTS - WATER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	12" PVC	LF	1,262	\$225.00	\$283,950.00
2	6" PVC	LF	12	\$46.50	\$558.00
3	2" PVC - IRRIGATION PIPE	LF	22	\$10.00	\$220.00
4	12" GATE VALVES	EA	11	\$4,600.00	\$50,600.00
5	6" GATE VALVES	EA	2	\$1,600.00	\$3,200.00
6	20" X 12" TAPPING SLEEVE AND VALVE	EA	1	\$25,000.00	\$25,000.00
7	12" X 6" TEE	EA	2	\$1,500.00	\$3,000.00
8	12" X 12" TEE	EA	3	\$3,000.00	\$9,000.00
9	12" 11.25 DEGREE DI BEND	EA	1	\$900.00	\$900.00
10	12" PVC PLUG	EA	1	\$425.00	\$425.00
11	STANDARD FIRE HYDRANTS	EA	5	\$7,000.00	\$35,000.00
12	2" IRRIGATION TAP	EA	2	\$3,000.00	\$6,000.00
13	1" IRRIGATION METER BOX	EA	1	\$175.00	\$175.00
14	1.5" IRRIGATION METER BOX	EA	1	\$1,250.00	\$1,250.00
15	1" IRRIGATION METER	EA	1	\$1,000.00	\$1,000.00
16	1.5" IRRIGATION METER	EA	1	\$1,750.00	\$1,750.00
17	12"X6" REDUCER	EA	3	\$525.00	\$1,575.00
18	TRENCH SAFETY	LF	1,274	\$1.00	\$1,274.00
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		SUBTOTAL CONST. COST			\$424,877.00
PREPARED BY:		MARTIN MIRZAIIE	ENGINEERING	8%	\$33,990.16
REVIEWED BY:		NICOLAS EHRINGER	SURVEYING	2%	\$8,497.54
APPROVED BY:		JAY REISSIG	CONTINGENCY	10%	\$42,487.70
Date:	Monday, October 27, 2025		TOTAL WATER COST		\$509,852.40



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT F - WATER MAIN (CHISHOLM TRAIL)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 Testing is assumed to be 3% of the cost of improvements.
- 6 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 7 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.
- 8 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT G - SANITARY SEWER (NORTH OF 1171)

SECTION 200 - UTILITY IMPROVEMENTS - SANITARY SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	CONNECT TO EX. 15" SANITARY SEWER LINE STUB	EA	1	\$2,500.00	\$2,500.00
2	8" SDR 35 PVC SANITARY SEWER	LF	190	\$55.00	\$10,450.00
3	12" SDR 26 PVC SANITARY SEWER	LF	402	\$150.00	\$60,300.00
4	15" SDR 26 PVC SANITARY SEWER	LF	954	\$275.00	\$262,350.00
5	6' ARMOROCK POLYMER DIAMETER MANHOLE	EA	1	\$85,000.00	\$85,000.00
6	5' ARMOROCK POLYMER DIAMETER MANHOLE	EA	6	\$75,000.00	\$450,000.00
7	4' ARMOROCK POLYMER DIAMETER MANHOLE	EA	3	\$65,000.00	\$195,000.00
8	TRENCH SAFETY	LF	1,546	\$1.00	\$1,546.00
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		SUBTOTAL CONST. COST			\$1,067,146.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$85,371.68
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$21,342.92
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$106,714.60
Date:	Monday, October 27, 2025		TOTAL SAN. SEW. COST		\$1,280,575.20



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT G - SANITARY SEWER (NORTH OF 1171)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

1 Estimate does not include:

- Mobilization or Insurance
- Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
- Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
- Impact fees
- SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)

2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.

3 Per the Town of Flower Mound there are no required Inspection Fees.

4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.

5 Testing is assumed to be 3% of the cost of improvements.

6 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.

7 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT H - SANITARY SEWER (SOUTH OF 1171)

SECTION 100 - DEMOLITION, EXCAVATION AND EROSION CONTROL

PROJECT JOB NUMBER: FUR24001

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	CLEARING AND GRUBBING	AC	1.8	\$3,000.00	\$5,400.00
2	UNCLASSIFIED EXCAVATION (PIPE SPOILS) ^{6, 7, 8 & 9}	CY	1,684	\$3.25	\$5,473.00
3	CONSTRUCTION ENTRANCE	EA	2	\$5,000.00	\$10,000.00
4	SILT FENCE	LF	3,945	\$2.00	\$7,890.00
5	REMOVE AND REPLACE EX. GRAVEL DRIVEWAY	SF	195	\$10.00	\$1,950.00
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		SUBTOTAL CONST. COST			\$30,713.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$2,457.04
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$614.26
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$3,071.30
Date:	Monday, October 27, 2025		TOTAL DEMO, EXCA. & ECP COST		\$36,855.60



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT H - SANITARY SEWER (SOUTH OF 1171)

SECTION 200 - UTILITY IMPROVEMENTS - SANITARY SEWER

PROJECT JOB NUMBER: FUR24001

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	15" SDR 18 PVC	LF	730	\$275.00	\$200,750.00
2	18" SDR 18 PVC	LF	3,743	\$325.00	\$1,216,475.00
3	6' ARMOROCK POLYMER DIAMETER MANHOLE OVER EXISTING TRA LINE	EA	1	\$25,000.00	\$25,000.00
4	6' ARMOROCK POLYMER DIAMETER MANHOLES	EA	18	\$85,000.00	\$1,530,000.00
5	ENCASED ROAD BORE	EA	372	\$925.00	\$344,100.00
6	BY-PASS PUMPING DURING TIE IN INSTALLATION	LS	1	\$10,000.00	\$10,000.00
7	TRENCH SAFETY	LF	4,473	\$5.00	\$22,365.00
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		SUBTOTAL CONST. COST			\$3,348,690.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$267,895.20
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$66,973.80
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$334,869.00
Date:	Monday, October 27, 2025		TOTAL SAN. SEW. COST		\$4,018,428.00



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LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT H - SANITARY SEWER (SOUTH OF 1171)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24001

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
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 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 Testing is assumed to be 3% of the cost of improvements.
- 6 Dirt removal from the installation of the sanitary sewer and manholes will be allowed to be spread out in the areas identified with the Furst Ranch Phase 1 - Infrastructure - on the north side of FM 1171. See Phase 1 Infrastructure plans for additional information.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are calculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT I - WATER REUSE

SECTION 500 - UTILITY IMPROVEMENTS - REUSE LINE

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	12" PVC PURPLE C900 DR18	LF	2,776	\$225.00	\$624,600.00
2	12" X 8" TEE	EA	4	\$3,500.00	\$14,000.00
3	12" PVC PLUG	EA	5	\$750.00	\$3,750.00
4	12" PVC 11.25 DEGREE BEND	EA	2	\$1,200.00	\$2,400.00
5	TRENCH SAFETY	EA	2,776	\$1.00	\$2,776.00
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		SUBTOTAL CONST. COST			\$647,526.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$51,802.08
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$12,950.52
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$64,752.60
Date:	Monday, October 27, 2025		TOTAL REUSE WATER COST		\$777,031.20



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

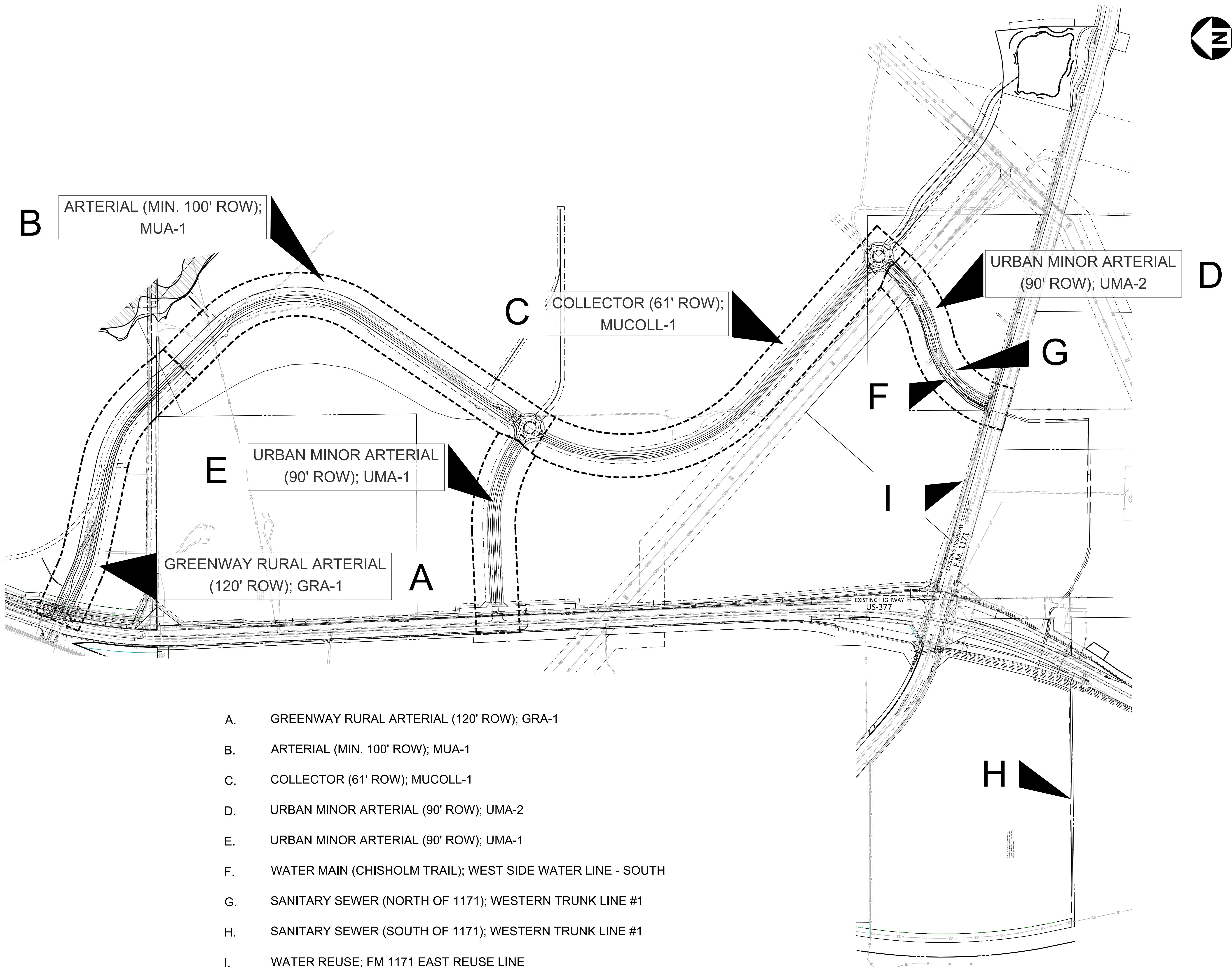
PROJECT: FURST RANCH - PROJECT I - WATER REUSE

SECTION 900 - DISCLAIMERS

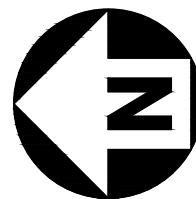
PROJECT JOB NUMBER: FUR24002

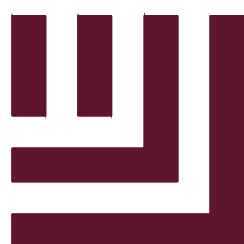
- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
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- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 Testing is assumed to be 3% of the cost of improvements.
- 6 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 7 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.

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- A. GREENWAY RURAL ARTERIAL (120' ROW); GRA-1
- B. ARTERIAL (MIN. 100' ROW); MUA-1
- C. COLLECTOR (61' ROW); MUCOLL-1
- D. URBAN MINOR ARTERIAL (90' ROW); UMA-2
- E. URBAN MINOR ARTERIAL (90' ROW); UMA-1
- F. WATER MAIN (CHISHOLM TRAIL); WEST SIDE WATER LINE - SOUTH
- G. SANITARY SEWER (NORTH OF 1171); WESTERN TRUNK LINE #1
- H. SANITARY SEWER (SOUTH OF 1171); WESTERN TRUNK LINE #1
- I. WATER REUSE; FM 1171 EAST REUSE LINE





McADAMS
The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: F-19762 TBPELS: F-10194440

www.mcadamsco.com

CLIENT
1171 COMMERCIAL, LLC
2591 LAKESIDE PARKWAY, SUITE 100
FLOWER MOUND, TEXAS, 75022
MR. JACK FURST
PHONE: 972.982.8250



FURST RANCH

**FURST RANCH PHASE I
INFRASTRUCTURE
ROADWAY EXHIBIT
INTERSECTION OF FM 1171 & US 377
TOWN OF FLOWER MOUND**

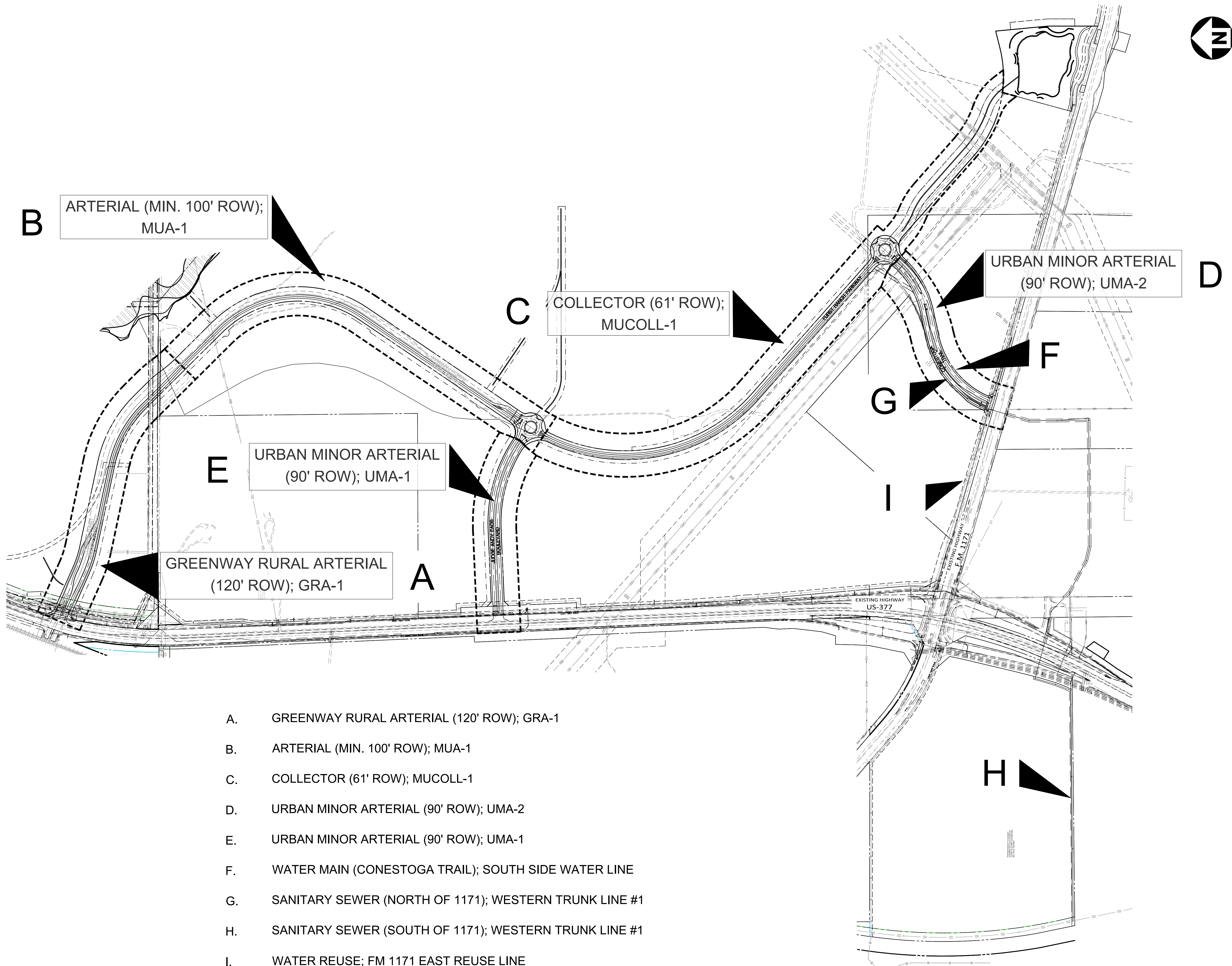
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NOT FOR CONSTRUCTION

REVISIONS		
NO.	DATE	DESCRIPTION

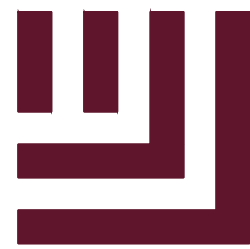
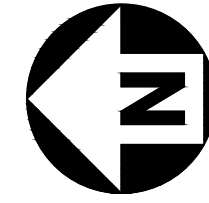
PLAN INFORMATION	
PROJECT NO.	FUR24002
FILENAME	FUR24002-0A
CHECKED BY	JR
DRAWN BY	MM
SCALE	N.T.S.
DATE	8/15/2025
SHEET	
ROADWAY EXHIBIT	

EX

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- A. GREENWAY RURAL ARTERIAL (120' ROW); GRA-1
- B. ARTERIAL (MIN. 100' ROW); MUA-1
- C. COLLECTOR (61' ROW); MUCOLL-1
- D. URBAN MINOR ARTERIAL (90' ROW); UMA-2
- E. URBAN MINOR ARTERIAL (90' ROW); UMA-1
- F. WATER MAIN (CONESTOGA TRAIL); SOUTH SIDE WATER LINE
- G. SANITARY SEWER (NORTH OF 1171); WESTERN TRUNK LINE #1
- H. SANITARY SEWER (SOUTH OF 1171); WESTERN TRUNK LINE #1
- I. WATER REUSE; FM 1171 EAST REUSE LINE



McADAMS

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Lewisville, Texas 75056

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TBPE: F-19762 TBPELS: F-10194440

www.mcadamsco.com

CLIENT

1171 COMMERCIAL, LLC
2591 LAKESIDE PARKWAY, SUITE 100
FLOWER MOUND, TEXAS, 75022
MR. JACK FURST
PHONE: 972.982.8250



FURST RANCH

**FURST RANCH PHASE I
INFRASTRUCTURE
EXHIBIT C
INTERSECTION OF FM 1171 & US 377
TOWN OF FLOWER MOUND**

REVISIONS

NO.	DATE	DESCRIPTION
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PLAN INFORMATION

PROJECT NO.	FUR24002
FILENAME	FUR24002-OA
CHECKED BY	JR
DRAWN BY	MM
SCALE	N.T.S.
DATE	2/23/2026

SHEET

EXHIBIT C



TOWN COUNCIL AGENDA J.5. CONSENT ITEM(S)

DATE: March 2, 2026
FROM: JP Walton, Chief Strategic Officer
ITEM: **Consider approval of three (3) Service Agreements with Frontier Communications of America, Inc for upgraded and new internet connectivity, in the amount of \$224,700 over five (5) years.**

BACKGROUND: The Town requires reliable and high-capacity internet connectivity to support operations, public safety, and community services. Increased demand at Town facilities and the need for enhanced business continuity have prompted upgrades to existing circuits and the addition of a new dedicated connection. These improvements will ensure sufficient bandwidth for growing usage, strengthen connectivity between critical sites, and maintain Town operations during emergencies. The proposed agreements with Frontier Communications include the following:

Twin Coves Park (5001 Wichita Trail): Upgrade from 500 MB to 1G to meet increasing internet needs, including cabins available for rent. Cost will increase from \$325.98/month to \$445/month on a 3-year term.

EPL – Town Hall to Denco911: Upgrade the point-to-point connection from 1G to 2G to handle greater data flow for regional dispatch services. Cost will increase from \$1,818.60/month to \$2,000/month on a 60-month term.

New DIA at Denco911: Add a dedicated internet circuit to support the Town's business continuity plan and maintain operations if the Town Hall datacenter is impacted. This also enhances connectivity between Town Hall and Denco911 as part of the disaster recovery solution approved on November 17. Cost will be \$1,490/month on a 60-month term.

Both 60-month and the 36-month contracts total \$224,700 over the next five years. This represents an annual increase of approximately \$21,245, with \$3,365 per year for both upgrades and \$17,880 per year for the new DIA at Denco911. This item is presented to Town Council because the combined expenditures exceed \$50,000 over the life of all three contracts.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$12,393

Proposed Expenditure/(Revenue)
\$12,393

Account Number(s):
100-655-59100-5010

LEGAL REVIEW: Maria Garcia, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contracts as to form and legality.

ATTACHMENTS:

1. Frontier - Twin Coves
2. Frontier - EPL Denco911
3. Frontier - New DIA Denco911

DRAFT MOTION: Move to approve as presented in the agenda caption.

This is Schedule Number **S-0000436570** to the Frontier Services Agreement dated **03/22/2017** ("FSA") by and between **Town of Flower Mound TX** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 5001 Wichita Trail, Flower Mound, Texas, 75022

Schedule Date: 02/20/2026

Schedule Type/Purpose: Revision to upgrade existing services (this schedule supersedes)

Service Term: 36 Month(s)

BDT #:

Business Fiber Internet	Service	Qty	NRC (x Qty)	MRC (x Qty)
Business Fiber Internet 500/500M		0	\$	\$
Business Fiber Internet Gig Service	renew+upgrade	0	\$	\$ 425.00
Business Fiber First 2G		0	\$	\$
Ip Addresses **		Qty	NRC (x Qty)	MRC (x Qty)
1 Usable Static IP Address		0	\$ 0.00	\$ 20.00
5 Usable Static IP Addresses		0	\$ 0.00	\$
13 Usable Static IP Addresses		0	\$ 0.00	\$
29 Usable Static IP Addresses		0	\$0.00	\$
61 Usable Static IP Addresses		0	\$0.00	\$
**- IP Address MRC may change during term with 30 days' notice				

Total NRC:	\$	Total MRC:	\$ 445.00
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1. Service Description.

A. Business Fiber Internet Broadband

- i. Performance details: frontier.com/internetdisclosures. A \$9.99 fee applies when Internet is disconnected.
- ii. Internet Acceptable Use Policy and Security.

- Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/
- Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.
- Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

iii. Equipment.

- Customer acknowledges and agrees that the Equipment and Services provided by Frontier, hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and **all applicable licenses are subject to the manufacturer's end user license terms and conditions**. Equipment or services provided by or through Frontier, including WiFi routers, may require subscription to third-party terms and conditions or be subject to third-party privacy policies, including the rights of these third parties to access and use information (including personal information) that traverses the equipment or services. Customer is responsible for complying with such terms and policies, ensuring that its grating of any rights to use its or its employees, customers or invitees information complies with law, and advising all such persons of the permitted access to or use of their information by third parties as may be required by law or prudent business practices.
- Frontier retains title to leased Equipment. Frontier retains title to purchased Equipment until the Frontier is paid in full. Customer grants a security interest in the purchased Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.

- Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**
- The Equipment may contain certain software code that is developed by third parties, including software code subject to the GNU General Public License ("GPL") or GNU Less General Public License ("LGPL"). Copies of the licenses and a downloadable copy of the source code for the open source software that is used in this product are available on the following website: <http://www.Frontier.com/helpcenter/categories/internet/other-services/open-source-software-portal>. You may also obtain a copy of the source code used in this product via mail-in request, for a period of three years after initial date of product purchase. Mail-in requests must be sent to the following address and include the product name, a money order for \$10 payable to Frontier, and your return name and address to: Frontier Communications, Attn: Legal, Open Source Requests, 401 Merritt 7, Norwalk, CT 06851. **ALL OPEN SOURCE SOFTWARE IS DISTRIBUTED WITHOUT ANY WARRANTY.** All such software is subject to the copyrights of the authors and to the terms of the applicable licenses included in the download.

iv. Producer Price Index Adjustment. Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.

2. Service Term Renewal Period and Pricing. If the Service Term set forth above is month to month, then, notwithstanding the terms and conditions of the FSA, upon the expiration of such initial month of service, the Services shall continue on a month-to-month basis at month-to-month rates unless and until either party provides the other with thirty (30) days' prior written notice of the termination of such Services.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services and described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

Town of Flower Mound TX

Signature:

Signature:

Printed Name:

Printed
Name:

Title:

Title:

Date:

Date:

E-Line Schedule

Ethernet Virtual Private Line (EVPL)

Ethernet Private Line (EPL)

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This is Schedule Number **S-0000468161** to the Frontier Services Agreement dated **03/22/2017** ("FSA") by and between **Town of Flower Mound TX** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:	2121 Cross Timbers Rd Flower Mound, Texas	Schedule Date:	02/27/2026
Schedule Type/Purpose:	Revision to upgrade existing services (this schedule supersedes)	Service Term:	60 Month(s)

Services Provided						
Service Address A (To)	Service Address Z (From)	Service Description	Partnered	Quantity	Charges	
					Total NRC	Total MRC
1075 Princeton St Lewisville TX 75067		EVPL (A Location) 2 Gbps Silver Intrastate	No	1	\$0.00	\$1,000.00
2121 Cross Timbers Rd Flower Mound TX 75028		EVPL (Z Location) 2 Gbps Silver Intrastate	No	1	\$0.00	\$1,000.00
Subtotal:					\$0.00	\$2000.00
Interstate / Intrastate Pricing Certification: "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: 10% or less interstate in nature (subject to federal jurisdiction/fees)						

1. Service Description:

a. Ethernet Virtual Private Line (EVPL) is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Circuit (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. Ethernet Private Line (EPL) is a data transport configuration providing point-to-point switched Ethernet connections between a pair of User Network Interfaces (UNIs). EPL is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EPL Silver Service on a standard best effort basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of an all to one bundled, port based, non-service multiplexed Ethernet Virtual Circuit (EVC) and User Network Interface (UNI).

c. Partnered and/or Type II is a delivery method where a Frontier third party Service provider is used to deliver the local access to Customer ("Partner Provider").

d. Overhead Ethernet technology, which is what E-Line circuits utilize, requires frames to have headers, a checksum, interframe gaps and preambles. Those components ensure that the data frames get sent to the right place and end up in the right order and each use a small amount of bytes, commonly known as "overhead." Overhead is the gap between the subscribed bandwidth speed and usable bandwidth speed. Additionally, actual data transmission or throughput may be lower than the connection speed due to server or switching speeds, protocol overheads, and other factors which cannot be controlled by Frontier.

2. Pre-installation cancellation fees, FOC Notice, Partnered Access Costs and Special Construction.

- a. **Pre-installation cancellation fees.** Cancellation relating to newly identified costs and expenses: If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment due to Customer's determination that Customer is not able or willing to incur the costs and expenses of Frontier identified Customer required pre-installation requirements (other than previously identified NRC or CIAC set forth in this Schedule), then notwithstanding any provision of the FSA, Customer shall not be required to pay the FSA Section 4(a) cancellation charge.
- b. **Cancellation after FOC Notice.** Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, then, notwithstanding any provision of the FSA, Customer shall pay a processing fee of Seven Hundred Fifty Dollars (\$750.00) and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.
- c. **Partnered Access costs.** Notwithstanding any provision to the contrary in the FSA or this Service Schedule, if Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment for any reason, then Customer shall reimburse Frontier for any costs and/or expenditures related to Partnered Access for which Frontier is obligated in connection with establishing the Service via Partnered Access including but not limited to any Partnered Access fees, charges, costs or early termination fees charged to Frontier.
- d. **Special Construction.**
 - i. **General.** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all Service Locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any Service Location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction").
 - ii. **Frontier assistance with Special Construction.** Frontier may determine, on a project-by-project basis, whether and the extent to which, if any, Frontier may provide additional assistance with respect to Special Construction. If Frontier determines in its sole discretion that Frontier will provide financial assistance, Frontier will notify Customer of such assistance and related conditions or requirements with respect to the Special Construction project.
 - iii. **Customer Special Construction costs.** Upon notification that Special Construction costs are required; Customer will have ten (10) business days to notify Frontier of Customer's acceptance of such costs. If the Customer does not agree to the Special Construction costs within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule and notwithstanding any provision of the FSA, Customer shall not be required to pay the FSA Section 4(a) cancellation charge. If the Customer agrees to the Special Construction costs, Frontier and Customer will execute a replacement Schedule.

3. Obligations of Customer. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance, and the ability to collect service credits as defined in Exhibit 1.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware,



E-Line Schedule
Ethernet Virtual Private Line (EVPL)
Ethernet Private Line (EPL)

Frontier Confidential

software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. Producer Price Index Adjustment. Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation. .

7. Equipment or Software Not Provided by Frontier. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates. .

8. Service Level Agreement. The E-Line Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

Town of Flower Mound TX

Signature: _____
Printed _____
Name: _____
Title: _____
Date: _____

Signature: _____
Printed _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1

E-LINE SERVICE LEVEL AGREEMENT

This E-LINE Service Level Agreement ("SLA") applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) Schedule executed by and between **Town of Flower Mound TX** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("E-LINE Service").

This E-LINE Service Level Agreement is compliant with the standards established within MEF 23.1. "City" is defined as a regional metropolitan market that is larger than city boundaries and represents the local Metro Ethernet Network (MEN). "State" is defined as any connectivity within the individual USA State boundary. "Inter-State" is defined as any network connectivity crossing any USA State boundary. The terms of this SLA apply exclusively to the E-Line elements directly within Frontier's management responsibility and control ("E-Line Service"), including Partnered delivered service.

1. Operational Objectives

- A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Point of Presence or E-LINE Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the E-LINE Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's E-LINE Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: E-LINE		
Circuit Availability		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

- B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the E-LINE Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: E-LINE		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25% MRC above 4 hrs.
		50% MRC above 6 hrs.

2. Performance Objectives

- A. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer's A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier's verification of packet delivery performance between NIDs at Customer's Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Dedicated Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in **Table 1C**. Ethernet Gold and Platinum are premium level services designed to support commercial customers' mission-critical and real time applications.
- Silver QoS** service is Frontier's basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier's upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
 - Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
 - Platinum QoS** service carries Frontier's highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%
Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%

B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across E-Line Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one-month period. Credits are based on round-trip latency of 95th percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in **Table 1D**:

- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-Line Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below.

Table 1D: E-LINE Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
Gold [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
Platinum [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

C. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one-way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:

- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: E-LINE Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	n/a
Gold [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

3. Service Outage Reporting Procedure.

- Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- When E-LINE Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket").

Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's or Partnered equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.

- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

4. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable E-Line Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier or Partnered equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier or Partnered network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
- D. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
- E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
- F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

- 5. **Chronic Outage:** An individual E-LINE Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

This is Schedule Number **S-5550182512** to the Frontier Services Agreement dated **03/22/2017** ("FSA") by and between **Town of Flower Mound TX** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 1075 Princeton Street Lewisville, Texas

Schedule Date:

02/27/2026

Schedule Type/Purpose: Order for New Services

Service Term:

60 Month(s)

Services Provided					
Service Address	Service Description	Partnered	Quantity	Charges	
				Total NRC	Total MRC
1075 Princeton Street,Lewisville,Texas,75067	DIA (Dedicated Internet Access)/2 Gbps/Silver	No	1	\$0.00	\$1,490.00
1075 Princeton Street,Lewisville,Texas,75067	IP//29 = 5 IPs	No	1	\$0.00	\$0.00
Subtotal:				\$0.00	\$1490.00

1. Service Description.

a. **Dedicated Internet Access ("DIA").** DIA is an internet connection, delivered via Ethernet from Customer Service Location to the Frontier IP network then to the public Internet which provides reliable, dedicated and scalable bandwidth. Physical termination shall conform to applicable rules and regulations with respect to Minimum Point of Entry (MPoE) and demarcation point. If Customer requests extensions beyond the MPoE, such extension(s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. **Partnered and/or Type II** service is a delivery method where a Frontier third-party Service provider is used to deliver the local access to Customer ("Partner Provider").

c. **Overhead.** Ethernet technology, which is what the Frontier Dedicated Internet circuits utilize, requires packets to have headers, a checksum, interframe gaps and preambles. Those components ensure that the data packets get sent to the right place and end up in the right order and each use a small amount of bytes, commonly known as "overhead." Overhead is the gap between the subscribed bandwidth speed and usable bandwidth speed. Additionally, actual data transmission or throughput may be lower than the connection speed due to internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by Frontier.

2. Pre-installation cancellation fees, FOC Notice, Partnered Access Costs and Special Construction.

a. **Pre-installation cancellation fees.** Cancellation relating to newly identified costs and expenses: If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment due to Customer's determination that Customer is not able or willing to incur the costs and expenses of Frontier identified Customer required pre-installation requirements (other than previously identified NRC or CIAC set forth in this Schedule), then notwithstanding any provision of the FSA, Customer shall not be required to pay the FSA Section 4(a) cancellation charge.

b. **Cancellation after FOC Notice.** Frontier will provide Customer with notice (the "FOC Notice") of the project completion date (the "FOC Date") as soon as possible in light of the requested services and customer's location. If Customer cancels more than ten (10) business days after the issuance of the FOC Notice, then, notwithstanding any provision of the FSA, Customer shall pay a processing fee of Seven Hundred Fifty Dollars (\$750.00) and the total costs and expenditures of Frontier in connection with establishing the Service and / or providing the Equipment prior to Frontier's receipt of notice of cancellation including but not limited to any construction and engineering costs and Equipment restocking fees.

c. **Partnered Access costs.** Notwithstanding any provision to the contrary in the FSA or this Service Schedule, if Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment for any reason, then Customer shall reimburse Frontier for any costs and/or expenditures related to Partnered Access for which Frontier is obligated in connection with establishing the Service via Partnered Access including but not limited to any Partnered Access fees, charges, costs or early termination fees charged to Frontier.

d. Special Construction.

i. **General.** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all Service Locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any Service Location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction").

ii. **Frontier assistance with Special Construction.** Frontier may determine, on a project-by-project basis, whether and the extent to which, if any, Frontier may provide additional assistance with respect to Special Construction. If Frontier determines in its sole discretion that Frontier will provide financial assistance, Frontier will notify Customer of such assistance and related conditions or requirements with respect to the Special Construction project.

iii. **Customer Special Construction costs.** Upon notification that Special Construction costs are required; Customer will have ten (10) business days to notify Frontier of Customer's acceptance of such costs. If the Customer does not agree to the Special Construction costs within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule and notwithstanding any provision of the FSA, Customer shall not be required to pay the FSA Section 4(a) cancellation charge. If the Customer agrees to the Special Construction costs, Frontier and Customer will execute a replacement Schedule.

3. Obligations of Customer. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance. Customer shall provide and maintain an email distribution contact list with correct telephone and email information for service escalation that indicates who to contact, at what priority level, and the precedent of the contact order, and for any service modifications. Customer shall identify points of contact with decision-making and approval authority. Customer must be present during installation and provide a Customer project manager and complete all sign-off documentation.

Customer will not use, or permit use of the DIA Solution in a manner which is (i) illegal; or (ii) infringes the patent, copyright, trademark, confidential information or intellectual property rights of a third-party; collectively "Unauthorized Use". Frontier reserves the right to immediately terminate, modify or suspend Customer's DIA Solution if it is determined by Frontier in its sole discretion that Customer has used the DIA Solution for any Unauthorized Use. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' Unauthorized Use.

4. After Hours/Holiday Labor Hours. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After-Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After-Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After-Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. Producer Price Index Adjustment. Unless otherwise prohibited by tariff, regulation or applicable law, Frontier shall, once per year in July, increase the above MRC for each service by the annual increase in the Producer Price Index for Total Final Demand as published by the U.S. Bureau of Labor Statistics ("PPI-FD"). The adjustment will be based on the percentage increase, if any, in PPI-FD for the most recent yearly period ending April 30th compared to the prior 12 month period ending April 30th and shall not exceed 9.5% in any year. The increase, if any, will be reflected as either an increase in the base MRC or as a separately stated item and occur for the first time in July of the calendar year after service installation.

7. Service Level Agreement. The Dedicated Internet Access Service Level Agreement for Dedicated Internet Access is attached hereto and incorporated herein as Exhibit 1.



This Schedule is not effective, and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

Town of Flower Mound TX

Signature: _____
Printed _____
Name: _____
Title: _____
Date: _____

Signature: _____
Printed _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1
Service Level Agreement

This **Dedicated Internet Access Service Level Agreement ("SLA")** applies to a Dedicated Internet Access (DIA) Schedule, executed by and between **Town of Flower Mound TX** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Dedicated Internet Access network elements directly within Frontier's management responsibility and control ("DIA Service"), including Partnered delivered service.

1. Operational Objectives

- A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence ("POP") or DIA Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Dedicated Internet Access		
Circuit Availability (CA)	MRC Service Credit	
Availability	99.99%	Below 99.99% Service Credit 30% MRC

- B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the DIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Dedicated Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs.
		50% MRC above 6 hrs.

- C. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e., for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

2. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When DIA Service is impacted from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected DIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives, or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

3. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable DIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.

- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
 - C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted DIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits. For example, If Customer's Service Outage triggers both operational objectives (i.e., Circuit Availability and Mean Time to Repair), Customer will receive the highest available Service Credit, but not both.
 - D. This SLA guarantees service performance of Frontier's Dedicated Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third-party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third-party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual DIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6-month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If a DIA Service reaches Chronic Outage status, then Customer may terminate the affected DIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the DIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



TOWN COUNCIL AGENDA K.1. REGULAR ITEM(S)

DATE: March 2, 2026
FROM: Dale Crown, Assistant Director of Engineering
ITEM: **Consider approval of a Construction Agreement with 2L Construction LLC, for the FM 2499 at FM 3040 Intersection Improvements project, in the amount of \$2,820,681.50; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: On December 9, 2025, bids were received and opened for the FM 2499 at FM 3040 Intersection Improvements project (Bid # 2025-101-B). 2L Construction LLC submitted the lowest qualified bid of the four responding bidders at a base bid with an add-alternate bid totaling \$2,820,681.50. Note, JR West Texas Concrete LLC was disqualified as a contractor due to a failure to demonstrate a history of completing projects of similar scope and scale to the FM 2499 at FM 3040 Intersection Improvements project.

The project includes improvements to the intersection of FM 2499 (Cross Timbers Road) and FM 3040 (Flower Mound Road) to increase traffic capacity. Improvements include a reconfiguration to the intersection to provide a dual left turn, three thru lanes, and a dedicated right turn lane for each direction. Relocation of sidewalks, ramps, signage and utilities are included as part of the project as needed. Signal poles will be replaced to provide proper signalization for the new lane configurations. Improvements also include a dedicated right turn lane to the Chick-fil-A driveway along southbound FM 2499 in an effort to prevent drive-thru queuing from backing onto FM 2499 main lanes.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve the Construction Agreement would result in continued capacity limitations at the intersection.

FISCAL IMPACT: \$2,820,681.50

Proposed Expenditure/(Revenue)
\$2,820,681.50

Account Number(s):
506-220-77115-6160

LEGAL REVIEW: The Town's standard construction agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made.

ATTACHMENTS:

1. Bid Tabulations
2. Construction Agreement
3. Form 1295

DRAFT MOTION: Move to approve as presented in the agenda caption.



**Town of Flower Mound
Verified Bid Tabulation**

Bid No: 2025-101-B – FM 2499 at FM 3040 intersection Improvements

Bid Opening: 12/09/2025 at 11:00 AM

Company	Total Base Bid	Total Base Bid + Alt Bid
JR West Texas Concrete LLC	\$ 2,565,280.34	\$ 2,687,387.54
2L Construction LLC	\$ 2,727,351.50	\$ 2,820,681.50
King George Traffic Solutions LLC	\$ 3,830,160.00	\$ 3,920,765.00
Ed Bell Construction Inc	\$ 4,051,652.50	\$ 4,164,557.50

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents.**

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: December 9, 2025

TOWN OF FLOWER MOUND
FM 2499 & FM 3040 INTERSECTION IMPROVEMENTS

Bid # 2025-101-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this 2nd day of March, 2026, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and 2L Construction LLC, a Limited Liability Company, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

FM 2499 & FM 3040 INTERSECTION IMPROVEMENTS,
Bid # 2025-101-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called “Engineer”, who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;
- E. Supplementary Conditions;

- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Two Million**

Eight Hundred Twenty Thousand Six Hundred Eighty One dollars and Fifty cents (\$2,820,681.50) taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of Three Hundred and Ninety (390) calendar days, and final completion of Four Hundred and Twenty (420) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage's required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on

federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress

payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work.

If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of _____ and Zero/One Hundredths Dollars (\$000.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of _____ and Zero/One Hundredths Dollars (\$000.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is

to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the ____ day of _____, 20__.

TOWN OF FLOWER MOUND

CONTRACTOR

Cheryl Moore, MAYOR

(Signature)

(Printed Name)

(Position)



TOWN COUNCIL AGENDA K.2. REGULAR ITEM(S)

DATE: March 2, 2026

FROM: Chuck Russell, Principal Planner

ITEM: **Consider a request for a Subdivision Site Plan (SSP25-0006 – Havenwood, Phase 1) to develop a residential subdivision with an exception to Section 90-403, “Fully developed FEMA floodplain,” and an exception to Section 90-404, “Special flood hazard area (FEMA floodplain),” of the Code of Ordinances to allow construction-related activity within the Fully Developed and FEMA floodplain areas. The property is generally located south of Cross Timbers Road, east of Shiloh Road and west of Scenic Road. (PZ recommended approval by a vote of 6 to 0 at its February 23, 2026, meeting with conditions)**

BACKGROUND:

- Size – Approximately 172.73 acres
- Zoning – PD-197 with Agricultural District uses for a Conservation Development
- Proposed Lots – 87 buildable lots (minimum $\frac{3}{4}$ acre in size)
- SMARTGrowth – Passed
- Traffic Impact Analysis – Passed, completed with Zoning Application
- Exceptions:

Exception to Section 90-403, “Fully developed FEMA floodplain,” and Section 90-404, “Special flood hazard area (FEMA floodplain)”.

The request is to allow construction and construction-related activity within the fully developed FEMA floodplain, special flood hazard area (FEMA floodplain) and work within the FEMA floodway while meeting the Town’s requirements.

- Incentives – N/A
- [Planning & Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its February 23, 2026, meeting with the following staff-recommended conditions:

1. The alignment of the intersection of Deer Hollow Trail and Scenic Drive must meet traffic and engineering requirements for construction.
2. The floodplain study required with Phase I of the Havenwood development will set both the limits of the FEMA floodplain via a Letter of Map Revision (LOMR) and Town Fully Developed FEMA floodplain through the full extent (all phases) of the Havenwood development.
3. The approved drainage study will be updated and reviewed by the Town Floodplain Manager with each subsequent phase of the Havenwood development to ensure compliance with the Town’s floodplain management regulations and drainage criteria.

4. All final floodplain boundaries will be identified on each subdivision plat phase within an unbuildable X-Lot that is dedicated to the HOA.
5. Construction for all phases of the Havenwood Development within the floodplain is limited to private trails, retention ponds, grading and roadways with utility crossings. Additional approvals from Town Council will not be required as it relates to crossing the floodplain with the approval of this exception.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

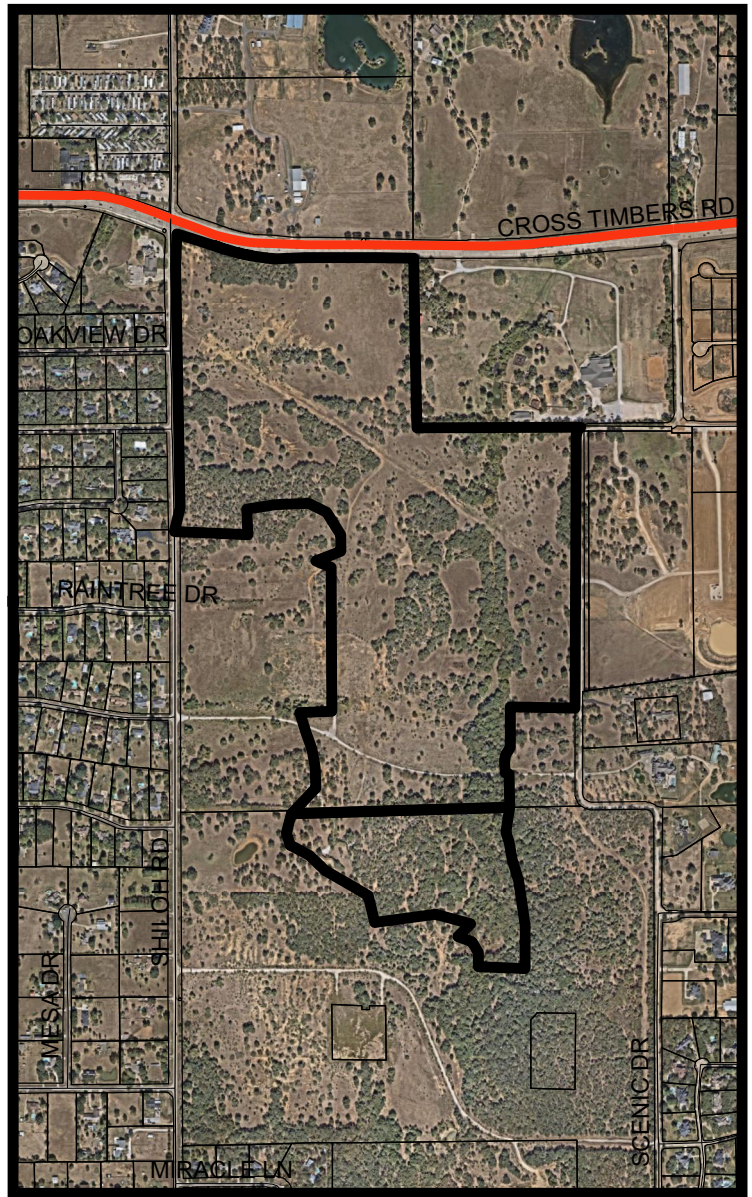
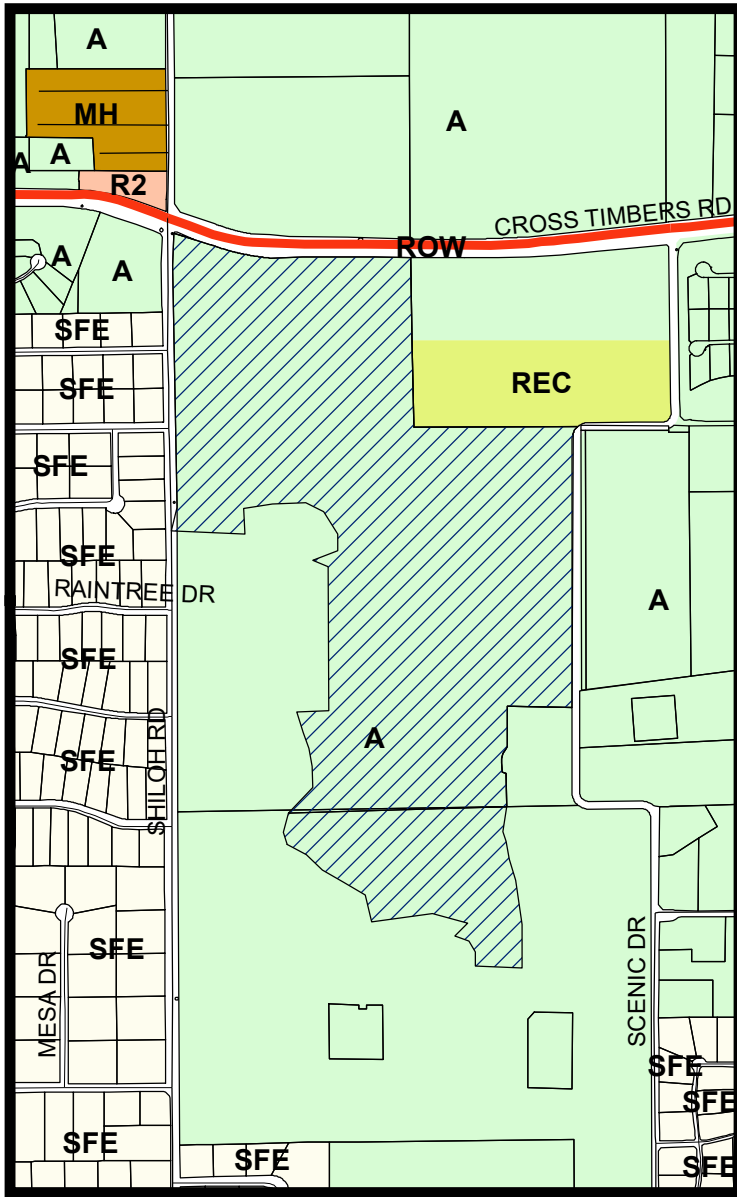
ATTACHMENTS:

1. Zoning & Aerial Map

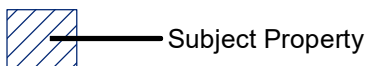
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

SSP25-0006: Havenwood Phase 1

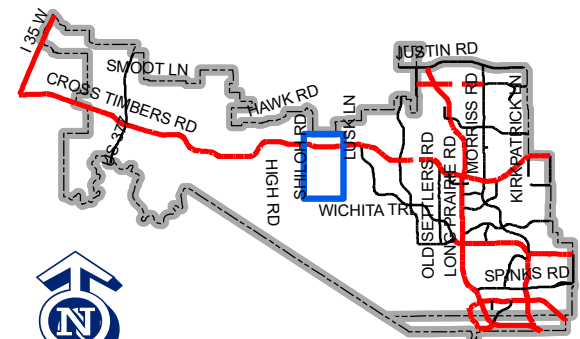


LEGEND

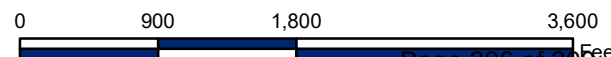


Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flowermound.gov/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location





TOWN COUNCIL AGENDA K.3. REGULAR ITEM(S)

DATE: March 2, 2026
FROM: Matthew Woods, Director of Environmental Services
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP25-0011) for three (3) specimen trees on the property known as Havenwood Phase 1 for the proposed conservation development. The property is generally located south of Cross Timbers Road, east of Shiloh Road, and west of Scenic Drive. (The Environmental Conservation Commission recommended approval of the three (3) trees by a vote of 5 to 1 at its February 3, 2026, meeting.)**

BACKGROUND: The proposed Havenwood Phase 1 development, previously known as Smith Conservation development, is generally located south of Cross Timbers Road, east of Shiloh Road, and west of Scenic Drive. The site is approximately 173 acres in size. The site is currently zoned Agricultural as a part of Planned Development District No.197 (PD-197). Havenwood Phase 1 is also part of a conservation development and master planned for Cross Timbers Conservation Development District.

According to the tree survey for the project, Havenwood Phase 1 contains three hundred and one (301) specimen trees. Fifty-seven (57) of the specimen trees being removed within Havenwood Phase 1 were previously approved for removal with TRP23-0022. The three specimen trees requested for removal with this tree removal permit (TRP25-0011) for the Phase 1 Subdivision Site Plan were not previously requested for removal. The applicant is requesting to remove three (3) additional specimen trees from the site to facilitate the development of single-family residential lots. The specimen trees proposed for removal are in good condition and are located within the proposed buildable area.

The following is the list of the three (3) specimen trees being requested for removal:

- Tree #6636 - 24" Post Oak
- Tree #9251 - 24" Post Oak
- Tree #99-4263 - 23" Post Oak

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 142" of replacement trees, equaling 48 three-inch caliper trees, is the required mitigation for the removal of three (3) specimen trees on this site. In addition, protected trees removed from the buildable area would require replacement at a tree-for-tree rate. The developer is proposing to preserve existing protected and specimen trees, so there will be mitigation credits available for the preservation of those trees. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its February 3, 2026, meeting. The Environmental Conservation

Commission recommenced approval of the item as presented by a vote of 5 to 1 at its February 3, 2026, meeting. The February 3, 2026, ECC meeting can be viewed at <https://flowermoundtx.new.swagit.com/videos/374058>.

As of February 19, 2026, staff has not received feedback related to this item. Staff has received one general inquiry about this permit.

ALTERNATIVES: The Town Council may approve or deny the requested tree removal permit or approve the permit with conditions or changes.

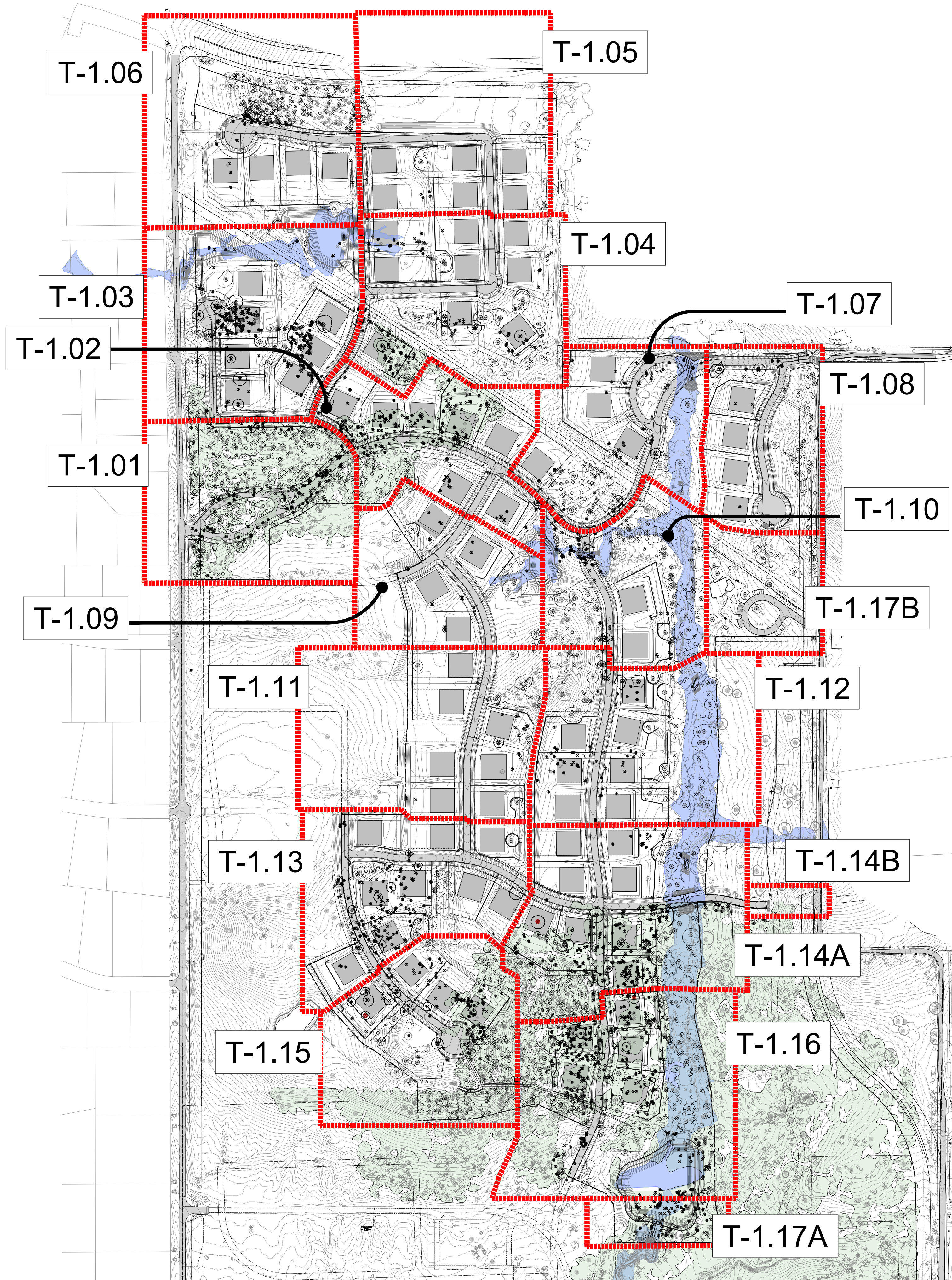
FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

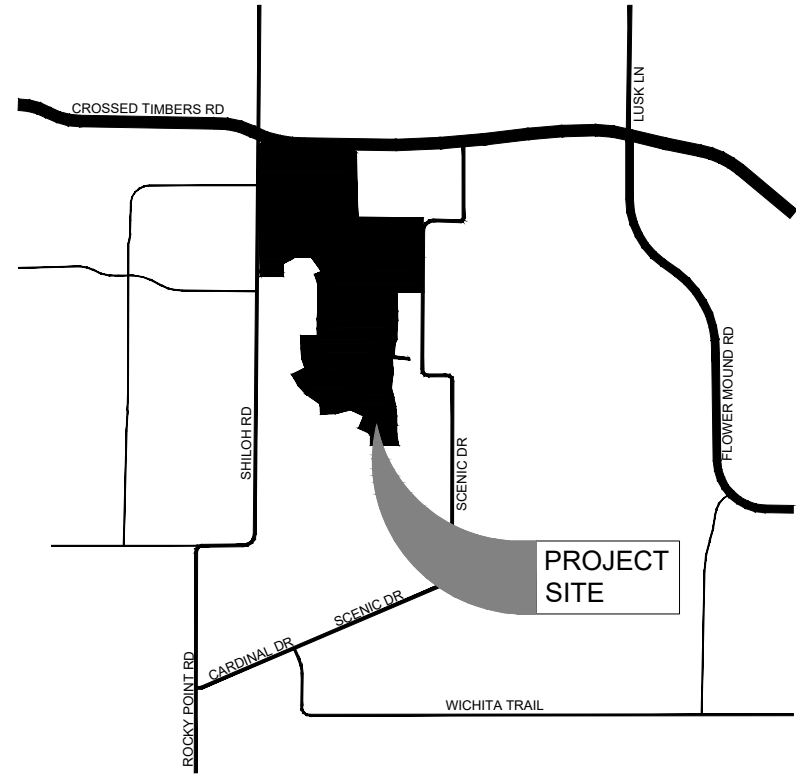
ATTACHMENTS:

1. Tree Survey
2. Tree Removal Permit Application
3. Letter of Intent
4. Pictures of Specimen Trees Requested for Removal
5. Signage Posted Onsite

DRAFT MOTION: Move to approve as presented in the agenda caption.



VICINITY MAP



HAVENWOOD PHASE 1 TREE MITIGATION			
Total number of Specimen Trees	301	trees	
Total number of Specimen Trees to Remain	241	trees	
Total number of Specimen Trees to Remove	60	trees	
Mitigation owed for Specimen Trees to Be Removed	2362	inches	787 debits
Tree Credits available for Specimen Trees to Remain	2280	inches	760 credits
Total number of Protected Trees	4529	trees	
Total number of Protected Trees to Remain	2386	trees	
Total number of Protected Trees to Remove	2143	trees	
Mitigation owed for Protected Trees to Be Removed	4187	inches	1396 debits
Credits for Protected Trees to Remain in the B.A. (less P.O.)	315	inches	105 credits
Credits for Protected Post Oak Trees to Remain outside of ESA's	5196	inches	1732 credits
Total Mitigation owed (3" cal. Mitigation Trees)	6549	inches	2183 debits
Total Credits available for preserved existing trees	7791	inches	2597 credits
	1242	inches	414 credits
3" cal. Mitigation Trees to be Planted On-site (See Plant Schedule)	144	inches	48 credits
Banked credits for use on future phase of the development	1386	inches	462 credits
Remaining Cash in lieu value (\$600 per Mitigation Tree)	\$	-	

NOTES

TREE PRESERVATION NOTES

Trees 6 inches and greater at height specified by Town of Flower Mound Ordinance were tagged.

All trees shown to REMAIN are to be protected from damage. Storage of materials or equipment, cleaning of equipment, equipment wash out or any other action which may cause adverse affect on the existing or future planting are prohibited.

All DECLINING, HAZARDOUS, and trees in POOR HEALTH are to be REMOVED. Contractor to review trees with arborist prior to removal.

No work may commence prior to the installation and inspection of tree protection. Inspection to be performed by the Town of Flower Mound's Environmental Services Dept.

All tree canopy areas are approximate and are based on the best information available.

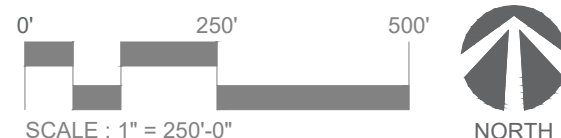
A cash in lieu value of \$0.00 will be paid. Will be remitted at or prior to the pre-con meeting.

TREE LEGEND

XXXX O	SPECIMEN TREE TO REMAIN
XXXX X	SPECIMEN TREE TO BE REMOVED
XX-XXXX X	SPECIMEN TREE POOR HEALTH/ DEAD
XXXX O	PROTECTED TREE TO REMAIN
XXXX X	PROTECTED TREE TO BE REMOVED
XXXX X	PROTECTED TREE POOR HEALTH/ DEAD
XXXX O	PROTECTED TREE OUTSIDE PHASE BOUNDARY

LEGEND

UPLAND HABITAT
EXISTING 100YR FLOODPLAIN



NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
01.16.2026

client
TOLL BROTHERS INC.
Mike Boswell
2555 SW Grapevine Pkwy, Suite 100
Grapevine, TX 76051

Havenwood Phase 1

Tree Survey and Tree Preservation Plan
Town Of Flower Mound
Denton County

issue

01.16.2026 Town Submittal

revisions

△	

title

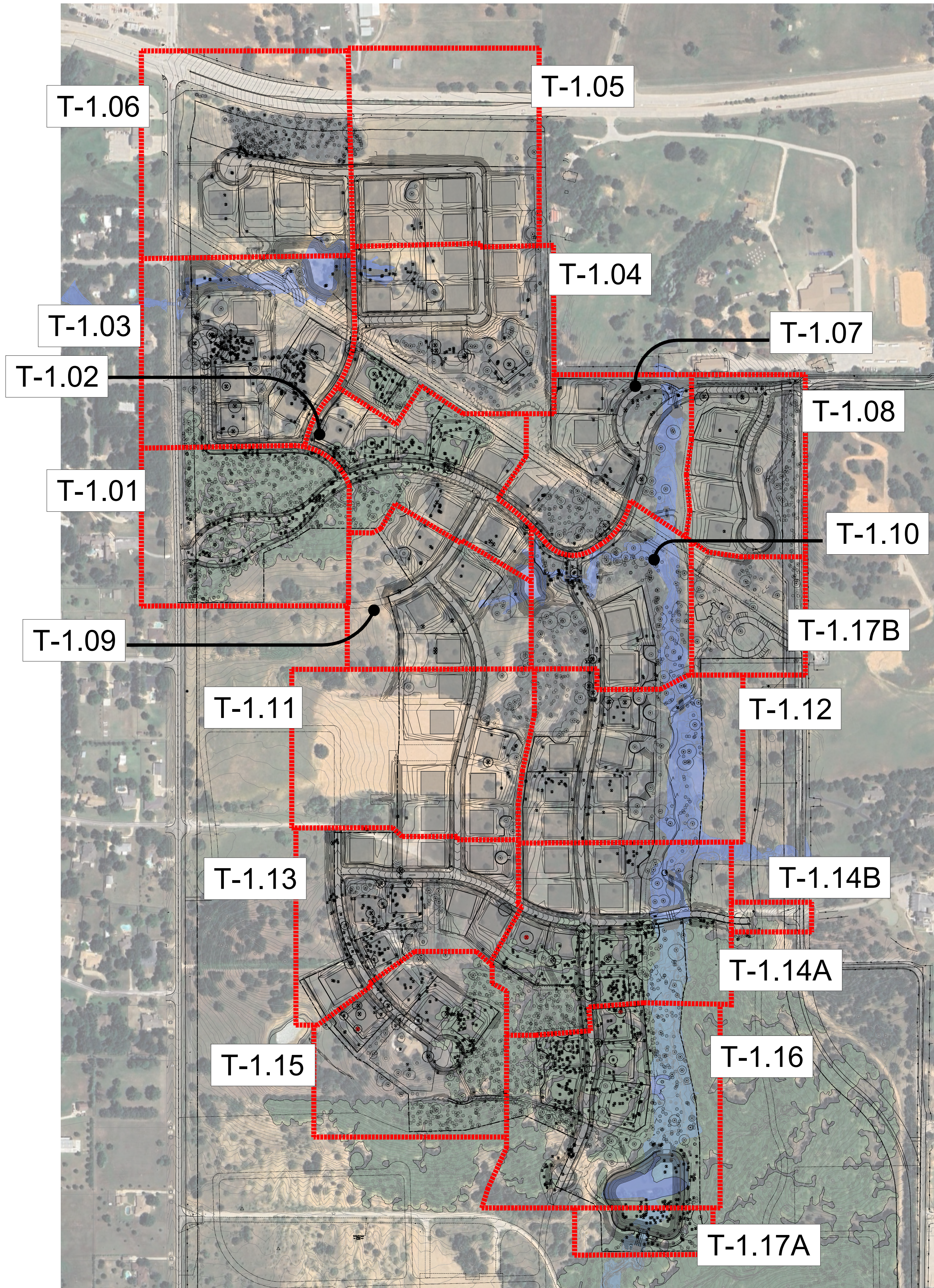
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Tree Preservation
Plan

project number 230005

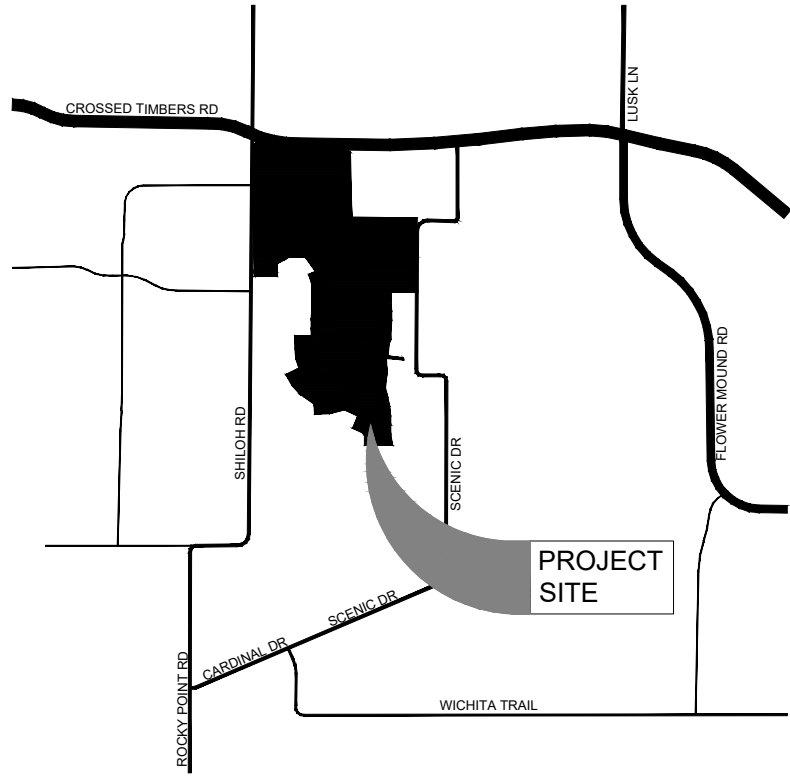
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VICINITY MAP



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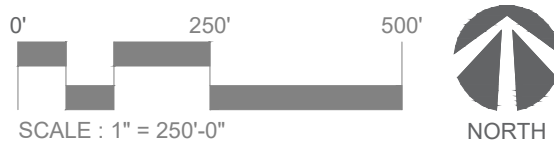
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TREE LEGEND

- XXXX
SPECIMEN TREE TO REMAIN
- XXXX
SPECIMEN TREE TO BE REMOVED
- XX-XXXX
SPECIMEN TREE POOR HEALTH/ DEAD
- XXXX
PROTECTED TREE TO REMAIN
- XXXX
PROTECTED TREE TO BE REMOVED
- XXXX
PROTECTED TREE POOR HEALTH/ DEAD
- XXXX
PROTECTED TREE OUTSIDE PHASE BOUNDARY

LEGEND

- UPLAND HABITAT
- EXISTING 100YR FLOODPLAIN



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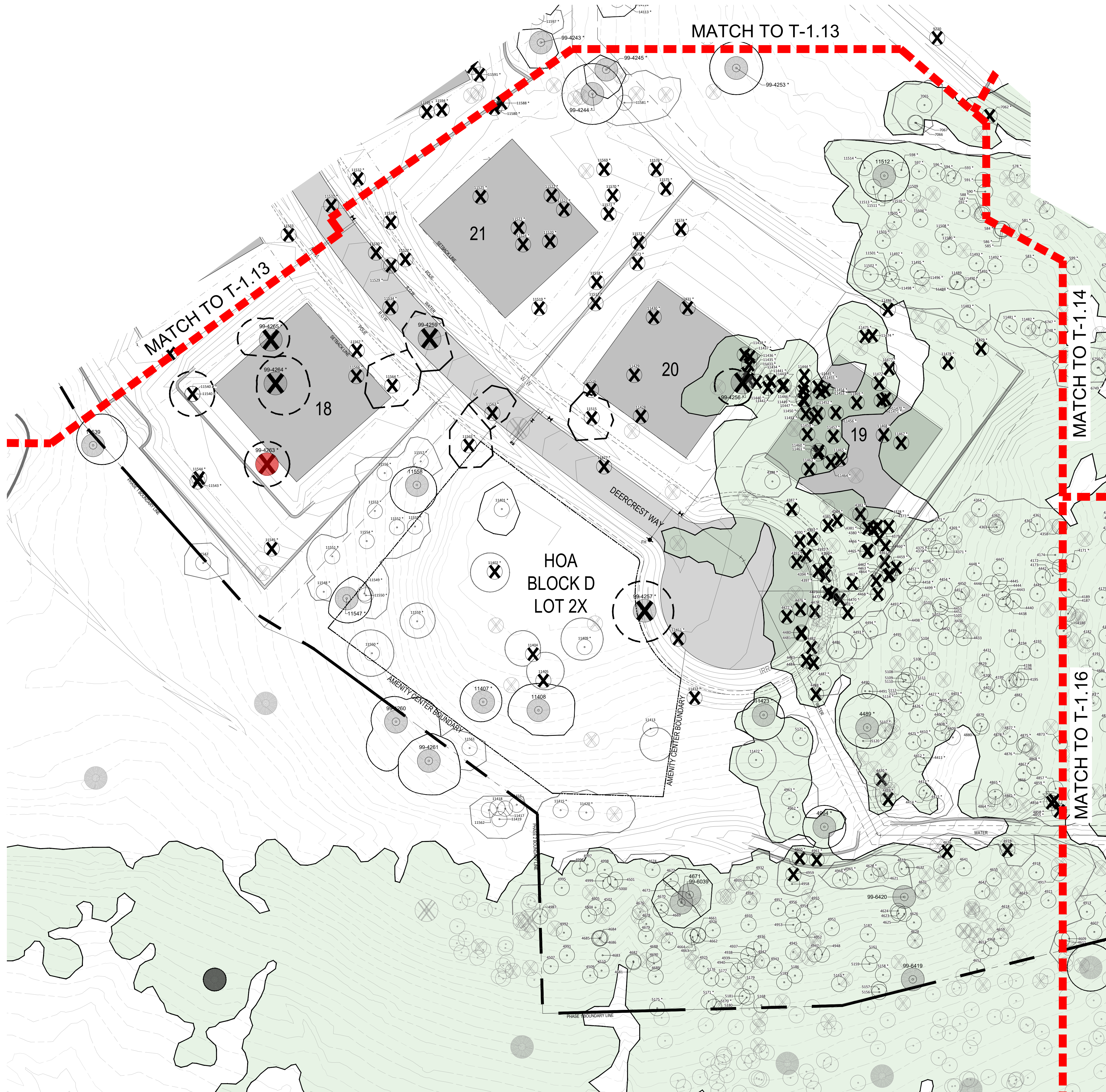
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project number 230005

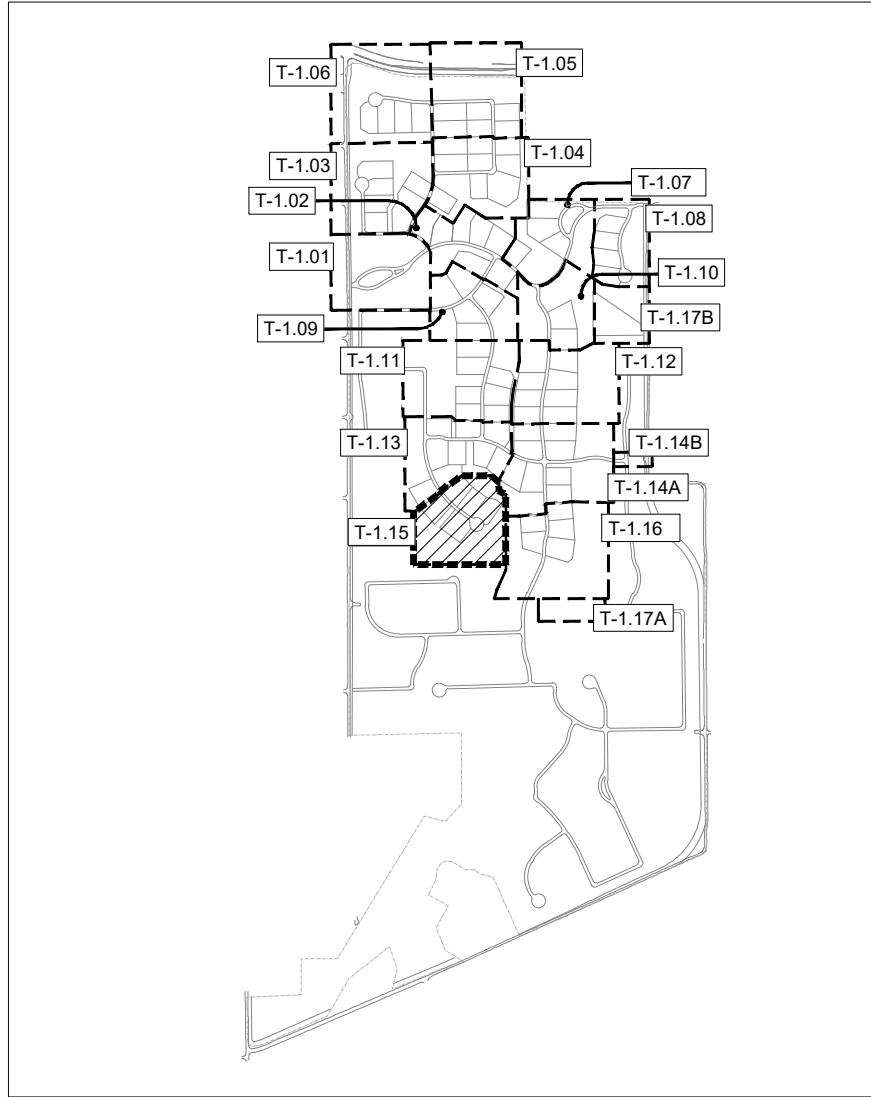
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KEYMAP

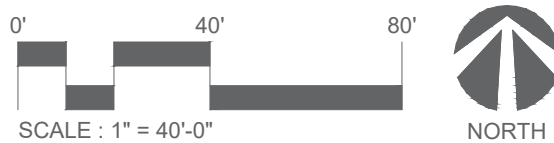


TREE LEGEND

- XXXX (circle with X) SPECIMEN TREE TO REMAIN
- XXXX (circle with X) SPECIMEN TREE TO BE REMOVED
- XX-XXXX (circle with X) SPECIMEN TREE POOR HEALTH/ DEAD
- XXXX (circle with O) PROTECTED TREE TO REMAIN
- XXXX (circle with X) PROTECTED TREE TO BE REMOVED
- XXXX (circle with X) PROTECTED TREE POOR HEALTH/ DEAD
- XXXX (circle with O) PROTECTED TREE OUTSIDE PHASE BOUNDARY

LEGEND

- UPLAND HABITAT
- EXISTING 100YR FLOODPLAIN



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705

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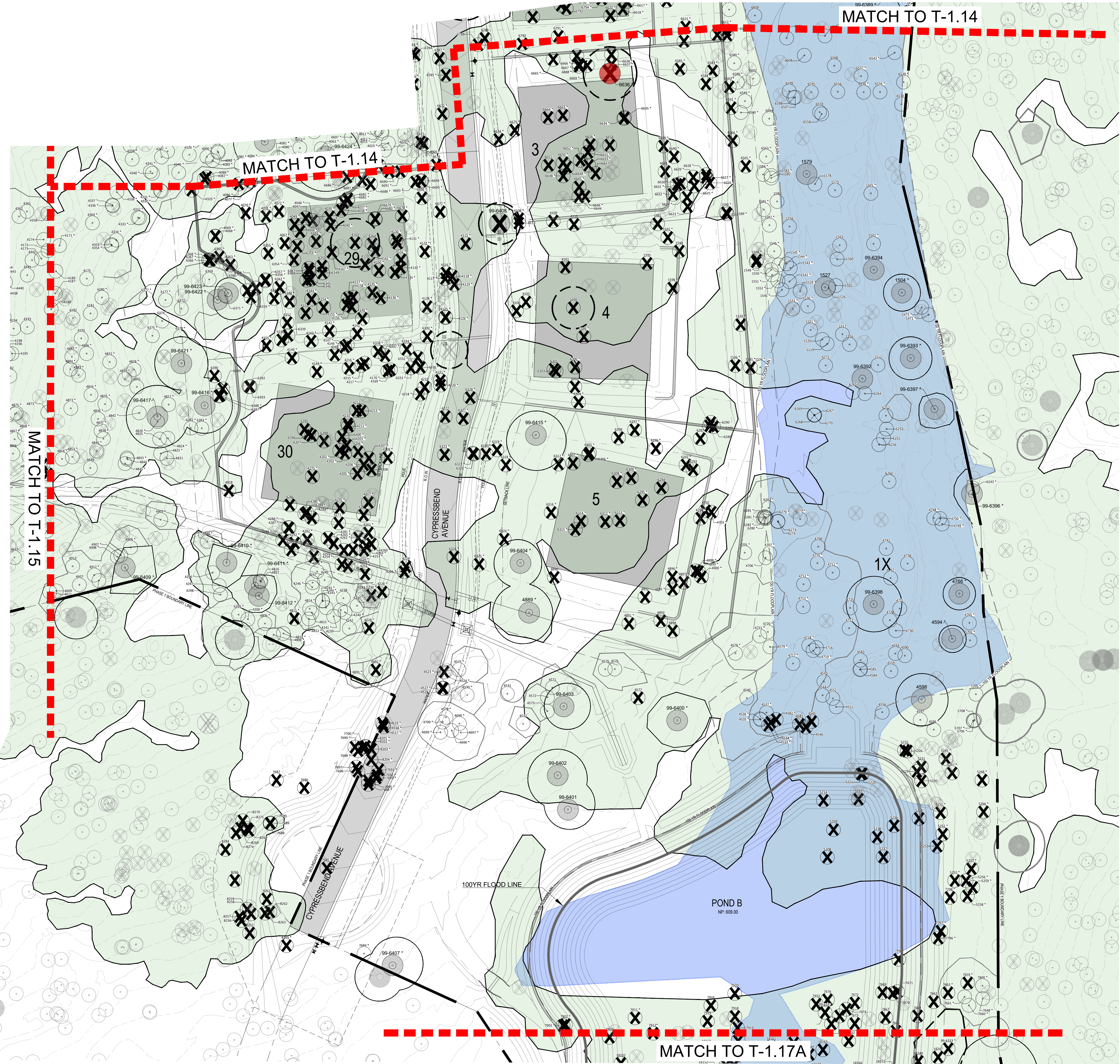
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T-1.15

7 March 2025
C:\Users\Paul.Cozzolino\Green Door Studio Dropbox\Paul Cozzolino\PROJECTS WORKING\2023\20005 Smith Tract\Sheets\T-1.16 Tree Preservation.dwg



KEYMAP

TREE LEGEND

	SPECIMEN TREE TO REMAIN
	SPECIMEN TREE TO BE REMOVED
	SPECIMEN TREE POOR HEALTH/ DEAD
	PROTECTED TREE TO REMAIN
	PROTECTED TREE TO BE REMOVED
	PROTECTED TREE POOR HEALTH/ DEAD
	PROTECTED TREE OUTSIDE PHASE BOUNDARY

LEGEND

	UPLAND HABITAT
	EXISTING 100YR FLOODPLAIN

landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
01.16.2026

client
TOLL BROTHERS INC.
Mike Boswell
2555 SW Grapevine Pkwy, Suite 100
Grapevine, TX 76051

Havenwood Phase 1

Tree Survey and Tree Preservation Plan
Town Of Flower Mound
Denton County

issue
01.16.2026 Town Submittal

revisions
△

title
Tree
Preservation

project number 230005

date 01.16.2026

sheet

T-1.16

H A V E N W O O D

TREE INVENTORY
SUMMARY SHEET

Mitigation Debits Protected Tree outside Buildable Area (in.)	Mitigation Debits Protected Tree within Buildable Area (in.)	Mitigation Debits Specimen Tree (in.)	Mitigation Credits Preserved Protected Trees (in.)	Mitigation Credits Preserved Specimen Trees (in.)
1,598	2,589	2,362	5,511	2,280
Mitigation Debit (inches)		6,549	Mitigation Credit (inches)	7,791
Mitigation banked for future phases (inches)				1,243
Mitigation banked for future phases(credits)				414

Havenwood Tree Inventory

X	Y	Z	Tree_tag	DBH	SciName	CommonName	Condition	Protected Status	Specimen Status	Located in existing ROW or existing easement (Yes or No)	Located in Buildable Area (Yes or No)	Counted as Landscape Buffer Tree (Yes or No)	Located in Upland and/or Riparian Habitat Designation (Upland, Riparian, or No)	Remain or Remove	Mitigation Debits Protected Tree outside Buildable Area (in.)	Mitigation Debits Protected Tree within Buildable Area (in.)	Mitigation Debits Specimen Tree (in.)	Mitigation Credits Preserved Protected Trees (in.)	Mitigation Credits Preserved Specimen Trees (in.)	Comments + Coordination History
2390908.761	7063517.321	621.437	6589 *	16	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remain	0	0	0	0	0	
2390905.343	7063507.53	621.697	6590 *	16	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remain	0	0	0	0	0	
2390896.88	7063511.699	621.738	6591 *	6	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390929.82	7063502.261	0	6594	12	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	No	No	Upland + Riparian	Remain	0	0	0	0	0	
2390966.109	7063525.073	0	6595	14	Carya illinoensis	Pecan	Good	Yes	No	No	No	No	Upland + Riparian	Remain	0	0	0	0	0	
2390952.076	7063520.686	0	6597	7	Carya illinoensis	Pecan	Good	Yes	No	No	No	No	Upland + Riparian	Remain	0	0	0	0	0	
2390950.894	7063520.194	0	6598	6	Carya illinoensis	Pecan	Good	Yes	No	No	No	No	Upland + Riparian	Remain	0	0	0	0	0	
2390947.022	7063526.064	0	6599	9	Carya illinoensis	Pecan	Good	Yes	No	No	No	No	Upland + Riparian	Remain	0	0	0	0	0	
2390915.976	7063536.727	0	6602	9	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remain	0	0	0	0	0	
2390960.075	7063556.806	0	6608	9	Ulmus americana	Elm-American	Good	Yes	No	No	No	No	Upland + Riparian	Remain	0	0	0	0	0	
2390917.424	7063591.112	0	6609	11	Ulmus crassifolia	Elm-Cedar	Fair	Yes	No	No	No	No	Upland + Riparian	Remain	0	0	0	0	0	
2390893.444	7063574.113	622.559	6611 *	11	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390892.683	7063578.398	622.738	6612 *	13	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390884.971	7063574.624	623.306	6613 *	18	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390856.316	7063569.004	624.703	6614 *	16	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390857.759	7063581.303	624.942	6615 *	12	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390841.372	7063603.75	625.457	6616 *	17	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390807.309	7063603.168	627.912	6617 *	16	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390803.676	7063596.639	628.135	6618 *	9	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390792.962	7063590.937	627.996	6620 *	10	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390859.309	7063426.366	622.887	6623 *	9	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390858.93	7063434.508	623.091	6624 *	6	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390865.232	7063444.348	623.069	6625 *	7	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390878.584	7063446.892	622.095	6626 *	7	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390875.431	7063451.518	622.295	6627 *	6	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390875.537	7063453.973	621.947	6628 *	7	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390864.287	7063451.783	622.858	6629 *	7	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390853.422	7063446.31	623.358	6630 *	6	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390850.363	7063445.515	623.372	6631 *	8	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390846.867	7063437.084	624.29	6632 *	6	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390804.498	7063502.419	627.018	6634 *	8	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390805.062	7063503.241	627.011	6635 *	6	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390744.067	7064852.124	628.039	6636 *	24	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	Upland	Remove	0	0	0	0	0	2nd round tree comments - Town staff verified that tree 6636 is a 24" post oak and can not be removed without town council approval.
2390792.548	7063541.221	628.039	6636 *	24	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	Upland	Remove	0	0	0	0	0	2nd round tree comments - Town staff verified that tree 6636 is a 24" post oak and can not be removed without town council approval.
2390793.958	7063548.882	627.859	6637 *	12	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390793.835	7063557.551	628.519	6638 *	18	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390838.745	7063478.696	624.082	6639 *	8	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390847.743	7063469.509	624.028	6640 *	7	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390840.082	7063456.761	624.697	6641 *	7	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390765.645	7063434.836	0	6644	7	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390765.945	7063443.456	628.089	6645 *	10	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390771.096	7063435.23	628.172	6646 *	7	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390780.182	7063455.048	0	6647	6	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390752.224	7063452.953	628.374	6648 *	9	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390755.365	7063460.635	628.373	6649 *	9	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390752.179	7063464.203	628.657	6650 *	9	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390739.519	7063462.147	0	6651	10	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390767.011	7063466.329	628.105	6652 *	7	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390774.049	7063462.099	627.706	6653 *	7	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390773.496	7063473.315	627.641	6655 *	7	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390775.586	7063479.942	627.392	6656 *	7	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390792.319	7063479.411	0	6658	6	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390751.965	7063505.041	628.908	6663 *	7	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390739.171	7063503.289	629.587	6664 *	9	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	

Havenwood Tree Inventory

X	Y	Z	Tree_tag	DBH	SciName	CommonName	Condition	Protected Status	Specimen Status	Located in existing ROW or existing easement (Yes or No)	Located in Buildable Area (Yes or No)	Counted as Landscape Buffer Tree (Yes or No)	Located in Upland and/or Riparian Habitat Designation (Upland, Riparian, or No)	Remain or Remove	Mitigation Debits Protected Tree outside Buildable Area (in.)	Mitigation Debits Protected Tree within Buildable Area (in.)	Mitigation Debits Specimen Tree (in.)	Mitigation Credits Preserved Protected Trees (in.)	Mitigation Credits Preserved Specimen Trees (in.)	Comments + Coordination History
2390734.55	7062537.566	0	8109	10	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remain	0	0	0	0	0	
2390581.486	7062960.907	625.591	8201 *	8	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390581.908	7062961.247	625.597	8202 *	6	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390587.171	7062958.805	625.204	8203 *	7	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390586.758	7062949.72	624.802	8204 *	6	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390482.029	7062800.396	0	8255	10	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390474.992	7062811.145	0	8256	10	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390473.391	7062814.479	0	8257	8	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390479.857	7062820.703	0	8258	9	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390483.359	7062816.862	0	8259	8	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390496.763	7062829.709	0	8261	8	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390499.54	7062818.519	0	8262	8	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390495.275	7062817.437	0	8263	11	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390513.756	7062789.496	619.668	8265 *	8	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390469.232	7062845.833	0	8266	16	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390481.377	7062888.834	0	8268	11	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390474.254	7062890.68	0	8269	9	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390476.049	7062897.05	0	8270	8	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390479.933	7062890.489	0	8271	7	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390470.277	7062886.582	0	8274	6	Ulmus crassifolia	Elm-Cedar	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390461.17	7062872.321	0	8284	6	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390211.326	7063806.062	0	8220	17	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390311.374	7063767.111	660.915	8223 *	11	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390337.533	7063803.222	656.707	8230 *	6	Prunus mexicana	Plum-Mexican	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	This tree has revised to Plum-Mexican.Plum species needs to be verified in field, the DBH of this tree is below 15" so regardless of the plum species it does not qualify as a Specimen so species verification will not having any bearing on the mitigation calculations.
2390338.409	7063793.971	656.838	8231 *	10	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390323.172	7063888.941	0	8235	12	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390318.634	7063882.765	0	8236	6	Ulmus americana	Elm-American	Fair	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390432.597	7063946.488	0	8244	23	Ulmus americana	Elm-American	Good	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390394.622	7063856.602	652.204	8251 *	24	Quercus stellata	Oak-Post	Fair	Yes	Yes	No	Yes	No	No	Remove	0	0	48	0	0	2nd round town comments- Town staff verified this tree to be a 24" post oak. It can not be removed without TC approval.
2390395.406	7063858.221	651.875	8252 *	18	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0	
2390396.801	7063800.722	653.393	8253 *	12	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390430.326	7063777.453	652.726	8260 *	10	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390430.174	7063796.833	651.49	8261 *	8	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390460.436	7063817.746	649.184	8262 *	12	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390535.415	7063820.96	645.002	8263 *	12	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390638.567	7063914.652	639.711	8275 *	7	Diospyros virginiana	Persimmon-Ameri	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390613.721	7063854.056	640.544	8276 *	12	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390612.246	7063836.558	640.478	8277 *	14	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390626.068	7063834.478	640.427	8278 *	16	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390606.7	7063803.212	641.188	8281 *	7	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390608.438	7063803.543	641.201	8282 *	13	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390628.495	7063807.681	640.344	8283 *	12	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390648.435	7063790.655	640.021	8284 *	7	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390651.461	7063803.409	639.975	8286 *	10	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390653.267	7063809.745	640.056	8287 *	8	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390673.037	7063834.808	637.457	8291 *	10	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390670.209	7063795.444	638.062	8300 *	9	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390682.281	7063864.103	628.364	8301 *	12	Ulmus americana	Elm-American	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390683.913	7063828.215	628.422	8305 *	6	Carya illinoensis	Pecan	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390680.095	7063822.665	628.58	8306 *	8	Sideroxylon lanuginos	Chittamwood	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390818.448	7063759.673	0	8308	11.5	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	
2390830.871	7063776.626	629.81	8309 *	16	Quercus stellata	Oak-Post	Fair	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	

Havenwood Tree Inventory

X	Y	Z	Tree_tag	DBH	SciName	CommonName	Condition	Protected Status	Specimen Status	Located in existing ROW or existing easement (Yes or No)	Located in Buildable Area (Yes or No)	Counted as Landscape Buffer Tree (Yes or No)	Located in Upland and/or Riparian Habitat Designation (Upland, Riparian, or No)	Remain or Remove	Mitigation Debits Protected Tree outside Buildable Area (in.)	Mitigation Debits Protected Tree within Buildable Area (in.)	Mitigation Debits Specimen Tree (in.)	Mitigation Credits Preserved Protected Trees (in.)	Mitigation Credits Preserved Specimen Trees (in.)	Comments + Coordination History
2389810.865	7063568.93	679.552	99-4259 *	26	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remove	0	0	52	0	0	Approved by Town council for removal per Tree Survey dated June 2024
2389784.42	7063266.436	673.5514	99-4260	27	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	18	
2389810.262	7063235.527	673.3714	99-4261	26	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	18	triple trunk originating a grade
2389682.626	7063469.717	667.0725	99-4263 *	23	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remove	0	0	46	0	0	
2389689.273	7063533.338	668.551	99-4264 *	23	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remove	0	0	46	0	0	Approved by Town council for removal per Tree Survey dated June 2024
2389685.624	7063567.892	668.886	99-4265 *	22	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remove	0	0	44	0	0	Approved by Town council for removal per Tree Survey dated June 2024
2389697.554	7066352.667	671.653	99-4301 *	23	Quercus stellata	Oak-Post	Good	Yes	Yes	Yes	No	No	No	Remain	0	0	0	0	0	
2389054.648	7066561.351	89.6335	99-4302	19	Ulmus crassifolia	Elm-Cedar	Good	Yes	Yes	No	Yes	No	No	Remove	0	0	38	0	0	
2388994.541	7066365.192	645.5	99-4303 *	29	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remove	0	0	58	0	0	Approved by Town council for removal per Tree Survey dated June 2024 (Multistemmed post oak measured at one foot codomancy originates about three feet)
2391513.249	7066110.72	666.379	99-4306 *	10	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	
2391508.791	7066104.597	666.045	99-4307 *	12	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	6	0	
2391519.42	7066059.623	665.431	99-4308 *	20	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391511.511	7066065.567	664.905	99-4309 *	10	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	the tree is mis-shaped and poorly structured due to growth habits due to phototropism and surrounding trees
2391524.697	7066038.342	665.059	99-4310 *	16	Quercus marilandica	Oak-Blackjack	Good	Yes	No	Yes	No	No	No	Remain	0	0	0	0	0	tree measured at 3 ft double stem originating at 5'
2391470.023	7066028.225	661.731	99-4311 *	20	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391471.378	7066043.758	669.1008	99-4312	7	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	No	Remain	0	0	0	6	0	
2391511.799	7066003.411	663.301	99-4313 *	14	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	
2391511.561	7065980.649	663.061	99-4314 *	15	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	
2391525.075	7065939.641	662.322	99-4316 *	9	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	Yes	No	Yes	No	Remain	0	0	0	0	0	tree is not structured well has a severe lean due to photo tropism
2391524.384	7065934.172	662.325	99-4317 *	14	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	Yes	No	Yes	No	Remain	0	0	0	0	0	tree as quite a bit of die back and it's poorly structured
2391518.886	7065918.606	661.6296	99-4318	11	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	
2391524.324	7065902.83	662.541	99-4319 *	15	Quercus stellata	Oak-Post	Good	Yes	No	Yes	No	No	No	Remain	0	0	0	0	0	
2391523.183	7065901.394	662.45	99-4320 *	10	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	
2391522.02	7065897.287	662.006	99-4321 *	8	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	6	0	
2391520.24	7065888.595	662.108	99-4322 *	11	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	tree is struggling probably due to heat stress and route stress lots of deadwood
2391504.183	7065869.678	661.077	99-4323 *	18	Quercus marilandica	Oak-Blackjack	Fair	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	tree poorly structured has one large broken limb over 6 in DBH at about 6 ft it's a double trunk that originates at 3 1/2 ft
2391507.105	7065838.121	661.901	99-4324 *	14	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	
2391494.398	7065843.645	660.887	99-4325 *	13	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	
2391491.421	7065842.469	660.601	99-4326 *	11	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	
2391486.955	7065829.44	660.186	99-4327 *	27	Ulmus crassifolia	Elm-Cedar	Good	Yes	Yes	No	No	No	No	Remain	0	0	0	0	0	Town Note- measured 27" just below the union. July 2023
2391485.309	7065820.811	660.658	99-4328 *	18	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391496.896	7065822.148	661.499	99-4329 *	19	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391482.355	7065806.909	660.769	99-4330 *	19	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391496.158	7065789.117	661.807	99-4331 *	19	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391527.97	7065791.505	664.082	99-4332 *	19	Quercus stellata	Oak-Post	Good	Yes	No	Yes	No	No	No	Remain	0	0	0	0	0	
2391496.668	7065769.173	662.072	99-4333 *	18	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391479.219	7065776.673	660.591	99-4334 *	19	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391464.309	7065769.433	659.105	99-4335 *	11	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	No	Remain	0	0	0	6	0	
2391452.248	7065765.988	658.099	99-4336 *	19	Quercus marilandica	Oak-Blackjack	Good	Yes	Yes	No	No	No	No	Remain	0	0	0	0	12	
2391436.462	7065778.311	657.035	99-4337 *	22	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	18	
2391470.662	7065754.667	659.408	99-4338 *	16	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	No	Remain	0	0	0	12	0	
2391481.473	7065741.481	660.374	99-4339 *	15	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391490.425	7065749.799	661.617	99-4340 *	14	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391513.592	7065751.369	664.028	99-4341 *	12	Quercus marilandica	Oak-Blackjack	Good	Yes	No	No	No	Yes	No	Remain	0	0	0	0	0	
2391515.706	7065757.426	663.737	99-4342 *	14	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391529.994	7065755.424	665.732	99-4343 *	19	Quercus stellata	Oak-Post	Fair	Yes	No	Yes	No	No	No	Remain	0	0	0	0	0	tree is in good health has a lean but is being gridded by fencing material specifically barb wire fence and two spots will eventually kill tree
2391521.066	7065746.458	665.293	99-4344 *	16	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391515.356	7065720.346	664.59	99-4345 *	20	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	12	0	
2391515.68	7065719.675	665.559	99-4346 *	9	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	6	0	
2391514.717	7065715.016	665.107	99-4347 *	12	Quercus stellata	Oak-Post	Good	Yes	No	No	No	No	No	Remain	0	0	0	6	0	

Havenwood Tree Inventory

X	Y	Z	Tree_tag	DBH	SciName	CommonName	Condition	Protected Status	Specimen Status	Located in existing ROW or existing easement (Yes or No)	Located in Buildable Area (Yes or No)	Counted as Landscape Buffer Tree (Yes or No)	Located in Upland and/or Riparian Habitat Designation (Upland, Riparian, or No)	Remain or Remove	Mitigation Debits Protected Tree outside Buildable Area (in.)	Mitigation Debits Protected Tree within Buildable Area (in.)	Mitigation Debits Specimen Tree (in.)	Mitigation Credits Preserved Protected Trees (in.)	Mitigation Credits Preserved Specimen Trees (in.)	Comments + Coordination History	
2390357.37	7063776.158	658.7092	99-6452	19	Quercus stellata	Oak-Post	Good	Yes	No	No	Yes	No	Upland	Remove	0	0	0	0	0	multi stem originating from grade 1 broken lead not counted in DBH	
2390937.953	7064007.114	625.43	99-6455 *	28	Quercus stellata	Oak-Post	Good	Yes	Yes	No	No	No	Riparian	Remain	0	0	0	0	0		
2390973.076	7064011.27	623.408	99-6456 *	27	Quercus stellata	Oak-Post	Good	Yes	Yes	No	No	No	Riparian	Remain	0	0	0	0	0		
2391090.05	7064110.137	628.403	99-6459 *	23	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	18		
2390947.059	7064085.083	624.355	99-6461 *	37	Ulmus americana	Elm-American	Good	Yes	Yes	No	No	No	Riparian	Remain	0	0	0	0	0	multi trunk originating about three feet above grade	
2390931.577	7064142.548	626.254	99-6462 *	25	Ulmus americana	Elm-American	Good	Yes	Yes	No	No	No	Riparian	Remain	0	0	0	0	0		
2390906.835	7064137.133	628.444	99-6463 *	36	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	18		
2391037.4	7064139.421	634.6256	99-6464	36	Quercus stellata	Oak-Post	Good	Yes	Yes	No	No	No	Riparian	Remain	0	0	0	0	0	multitrunk originating at grade	
2391299.267	7065150.076	643.496	99-6472 *	25	Quercus marilandica	Oak-Blackjack	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	15	double trunk originating right above grade	
2391352.848	7065250.736	656.7089	99-6473	22	Quercus stellata	Oak-Post	Good	Yes	Yes	Yes	No	No	No	Remain	0	0	0	0	0		
2391454.666	7065301.242	653.198	99-6474 *	19	Quercus marilandica	Oak-Blackjack	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	12		
2391533.162	7065363.977	658.624	99-6475 A *	17	Quercus stellata	Oak-Post	Fair	Yes	No	Yes	No	No	No	Remain	0	0	0	0	0	double trunk originating above grade however one stock is girded by the bar wire fencing installed using it as a fence post eventually this trunk will fail Town Note-is a multi-trunk (1 protected and the other trunk is being choked out by barbed wire). A 17' B 15" July 2023 See Note 6475 A	
2391533.162	7065363.977	658.624	99-6475 B *	15	Quercus stellata	Oak-Post	Fair	Yes	No	Yes	No	No	No	Remain	0	0	0	0	0		
2391320.195	7065358.942	652.0382	99-6476	24	Quercus marilandica	Oak-Blackjack	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	12	2026.01.16 GDS Revised table to reflect the abandoned/ vacated gas easement. This tree is no longer in an existing easement.	
2391122.555	7065329.13	653.4784	99-6477	26	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	18		
2391136.261	7065296.125	639.447	99-6478 *	22	Quercus marilandica	Oak-Blackjack	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	12		
2391462.47	7065711.818	658.718	99-6479 *	22	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	18		
2391477.087	7065702.058	660.852	99-6480 *	30	Quercus stellata	Oak-Post	Good	Yes	Yes	No	No	No	No	Remain	0	0	0	0	18	double trunk originating about two feet above grade	
2391470.823	7065803.674	659.731	99-6481 *	22	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	18		
2391374.467	7065829.769	653.114	99-6482 *	19	Quercus marilandica	Oak-Blackjack	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	12		
2391306.669	7066136.964	656.429	99-6484 *	24	Quercus marilandica	Oak-Blackjack	Good	Yes	Yes	No	Yes	No	No	Remove	0	0	48	0	0	Approved by Town council for removal per Tree Survey dated June 2024	
2391145.261	7066140.677	649.713	99-6485	22	Quercus marilandica	Oak-Blackjack	Good	Yes	Yes	No	Yes	No	No	Remove	0	0	44	0	0	Approved by Town council for removal per Tree Survey dated June 2024	
2390812.489	7066082.741	650.139	99-6486 *	22	Quercus marilandica	Oak-Blackjack	Good	Yes	Yes	No	Yes	No	No	Remove	0	0	44	0	0	Approved by Town council for removal per Tree Survey dated June 2024	
2391011.636	7065999.766	643.701	99-6487 *	22	Ulmus crassifolia	Elm-Cedar	Good	Yes	Yes	No	No	No	Riparian	Remain	0	0	0	0	0		
2391014.901	7065990.955	643.878	99-6488 *	30	Fraxinus sp	Ash	Good	Yes	Yes	No	No	No	Riparian	Remain	0	0	0	0	0		
2390962.181	7065924.963	643.147	99-6489 *	25	Ulmus crassifolia	Elm-Cedar	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	15		
2390923.479	7065784.322	641.673	99-6490 *	22	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	18		
2390880.28	7065791.455	649.4978	99-6491 *	33	Carya illinoensis	Pecan	Good	Yes	Yes	No	Yes	No	No	Remove	0	0	66	0	0	Approved by Town council for removal per Tree Survey dated June 2024(Pdouble trunk originating at 3 1/2 ft above grade/P Town Note- is a pecan labeled as an ash). July 2023	
2390899.893	7065742.602	642.678	99-6492 *	24	Quercus marilandica	Oak-Blackjack	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	12		
2390924.659	7065734.947	640.782	99-6493 *	22	Quercus stellata	Oak-Post	Good	Yes	Yes	No	Yes	No	No	Remain	0	0	0	0	18		
2390982.971	7065749.823	638.896	99-6494 *	24	Ulmus crassifolia	Elm-Cedar	Good	Yes	Yes	No	No	No	Riparian	Remain	0	0	0	0	0		
2390956.348	7065712.72	639.297	99-6495 *	24	Fraxinus sp	Ash	Good	Yes	No	No	No	No	No	Remain	0	0	0	3	0		
2390802.962	7065773.65	644.95	99-6496 *	23	Fraxinus sp	Ash	Good	Yes	No	No	Yes	No	No	Remove	0	3	0	0	0		
2390692.659	7065778.251	651.095	99-6497 *	29	Quercus stellata	Oak-Post	Fair	Yes	Yes	Yes	No	No	No	Remain	0	0	0	0	0	double trunk originating on foot above grade lots of decay in the lower branches of the tree some sloughing bark some deadwooding needs to happen in the top canopy	
2390847.099	7065500.876	638.624	99-6500 *	32	Quercus stellata	Oak-Post	Good	Yes	Yes	No	No	No	Riparian	Remain	0	0	0	0	0		
?															1,998	2,589	2,362	5,511	2,280		
															Mitigation Debit (inches)		6,549	Mitigation Credit (inches)		7,791	
															Mitigation banked for future phases (inches)					1,243	
															Mitigation banked for future phases(credits)					414	



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

Paul Cozzolino, PLA

Address:

PO BOX 38415, Dallas, TX 75238

Phone:

(972) 855-8705

Applicant's Legal Interest in the Property:

Design Professional

2. Property Owner(s)

Name(s): Bob Smith Management Company, LTD

Address: 3811 Turtle Creek Blvd, Suite 750 Dallas, TX 75219

Description of Property Location and Legal Description of Property:

Located at the southeast corner of 1171 & Shiloh Road

Legal description attached

4. Owner's Authorization of Representation

I, Davin M. "Mike" Boswell, the owner of the above described real property, do hereby authorize Paul Cozzolino, PLA to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



[Signature]
Signature of Owner

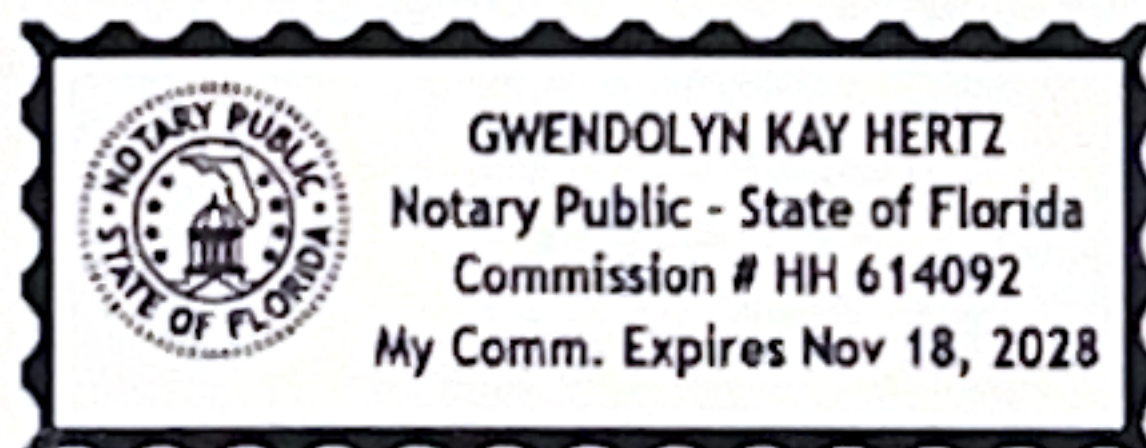
Given Under My Hand and Seal of Office
This the 9th Day of December, 2025
Lavonda High
Notary Public
In and For Tarrant County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Paul Cozzolino, PLA, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 2825
State of Licensure Texas
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 9th Day of Dec, 2025
Gwendolyn Kay Hertz
Notary Public

In and For Marion County, Florida

6. Received by Town of Flower Mound on (Date) 12-9/25 by
(initials) [Signature]

7. REQUIRED SUBMITTALS CHECKLIST

- a. A \$250 Administrative fee per Specimen or Historic Tree proposed for removal, not to exceed a total of \$1,000 per permit application.
- b. A \$200 fee is required for each Tree Removal Request sign that is made by the Town. The sign(s) must be placed on the property 15 days prior to the ECC hearing that the item is scheduled for on the agenda. Signs shall be placed perpendicular to the street and clearly visible. There shall be one sign for each 500ft of street frontage.
- c. One (1) electronic copy of this application signed and notarized.
- d. One (1) electronic copy of the site plan, development plan, or concept plan or landscape plan where applicable.
- e. One (1) electronic copy of the Tree Survey drawn to the largest practical scale and indicating the items as required by the Town's Tree Ordinance.
- f. One (1) electronic copy of photograph(s) or other evidence indicating that (a) sign(s) has/have been placed on the lot or tract as required by Chapter 94 of the Town's code of ordinances. Photograph(s) shall be taken from the street(s).
- g. One (1) electronic copy of a photograph for each tree requiring a tree removal permit, which is proposed for removal.
- h. One (1) electronic copy of a written document fully explaining the reasons for removal of the Protected, Specimen or Historic tree (LOI).

memo

Project Name: Havenwood Phase 1
To: Jake Speckhals ISA# TX-5140A
Urban Forester
Town of Flower Mound, Texas
From: Paul Cozzolino
Date: December 9, 2025
Re: Letter of Intent

Mr. Speckhals,

Please accept this as our Letter of Intent (LOI) for the removal of specimen trees 6636, 9251, and 99-4263 on the Havenwood Phase 1 Development Site. These trees are being removed due to their location within the buildable area of the residential lots of the development.

Sincerely,



Paul Cozzolino, PLA
Green Door Studio, Principal



#99-4263



#6636



#9251

Jan 19, 2026 at 5:29:38 PM
3985-4285 Scenic Dr
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:30:13 PM
3985-4285 Scenic Dr
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:30:42 PM
3839-3981 Scenic Dr
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:31:05 PM
3851 Scenic Dr
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:31:49 PM
3573-3637 Scenic Dr
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:31:27 PM
3639-3721 Scenic Dr
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:32:20 PM
3429-3499 Scenic Dr
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:32:55 PM
3275-3427 Scenic Dr
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:37:38 PM
3312 Miracle Ln
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:38:06 PM
3450-3562 Shiloh Rd
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:38:28 PM
3564-3700 Shiloh Rd
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:38:49 PM
3564-3700 Shiloh Rd
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:39:20 PM
3742-3798 Shiloh Rd
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:40:21 PM
4098 Shiloh Rd
M



Jan 19, 2026 at 5:39:50 PM
3900-4012 Shiloh Rd
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:40:48 PM
4200-4298 Shiloh Rd
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:41:27 PM
4300-4422 Shiloh Rd
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:41:11 PM
4300-4422 Shiloh Rd
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:41:43 PM
4424-4450 Shiloh Rd
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:43:06 PM
6085-6103 Cross Timbers Rd
Flower Mound TX 75022
United States
M



Jan 19, 2026 at 5:42:22 PM
6251-6399 Cross Timbers Rd
Flower Mound TX 75022
United States
M





TOWN COUNCIL AGENDA K.4. REGULAR ITEM(S)

DATE: March 2, 2026
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider a request for a site plan (SP25-0019 – Forestwood Middle School Track Replacement) to redevelop an outdoor athletic area, with an exception to Section 82-302, “Compatibility buffer,” of the Code of Ordinances. The property is generally located east of Morriss Road and southeast of Garden Road. (PZ recommended conditional approval by a vote of 6 to 0 at its February 23, 2026, meeting.)**

BACKGROUND:

- Size – Approximately 20.801 acres
- Zoning – Single Family-10 (SF-10) zoning district.
- Existing Uses – Middle school building with accessory uses
- Proposed – Expansion of an existing track and athletic field
- SMARTGrowth – Exempt as an institutional use
- Traffic Analysis – N/A, review not triggered
- Exceptions

An exception to Section 82-302, “Compatibility buffer”.

The proposed facility will be adjacent to an existing neighborhood to the east of the school campus. Nonresidential development adjacent to or separated only by an alley from developed residential property is required to provide a compatibility buffer. A portion of the track will be located within the required 25-foot-wide compatibility buffer and the applicant is requesting not to construct the required masonry wall.

- Incentives – N/A
- [Planning & Zoning Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its February 23, 2026, meeting with the following condition:

- The area for the start of the 100 yard dash that encroaches into the compatibility buffer be moved to the northwest side of the track, if possible.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

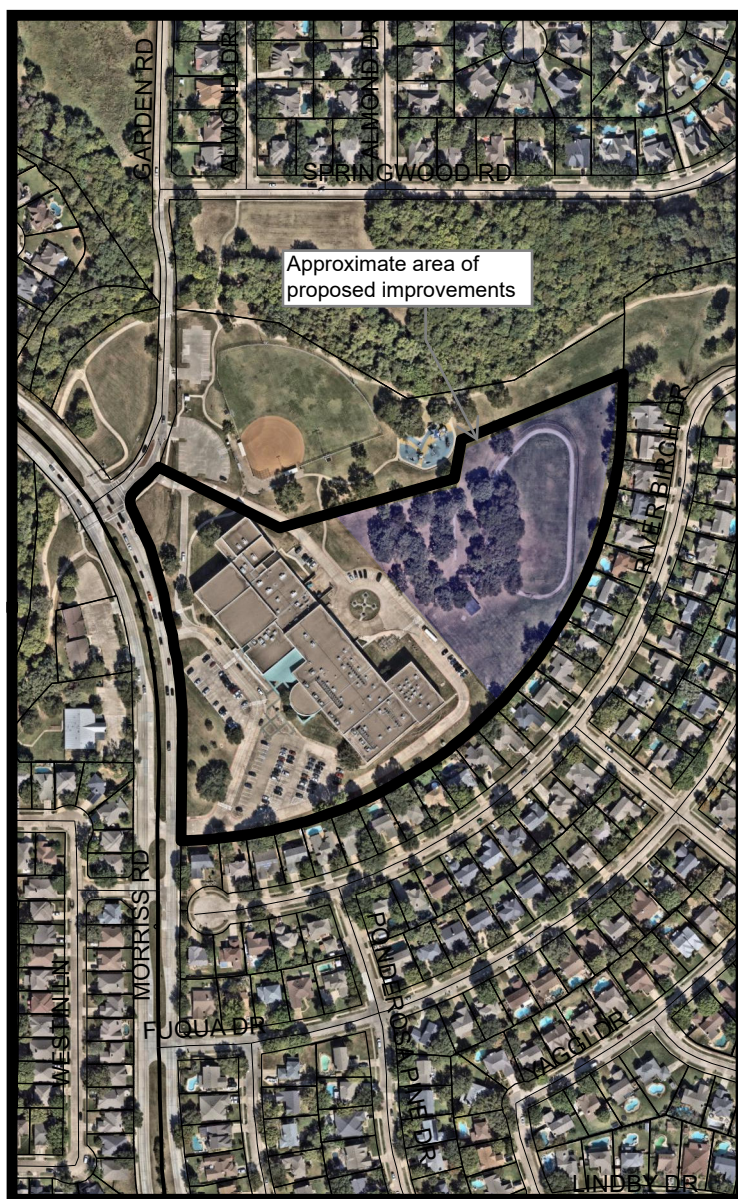
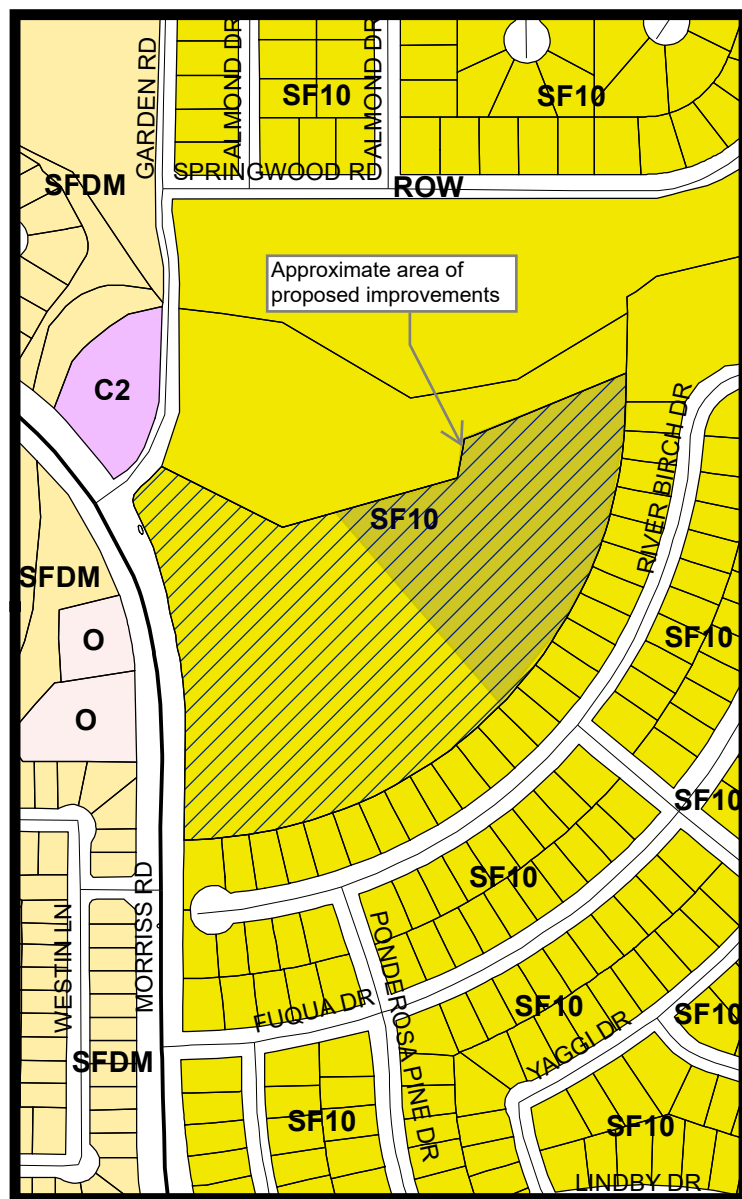
LEGAL REVIEW: N/A

ATTACHMENTS:

1. Zoning & Aerial Map

DRAFT MOTION: Move to approve as presented in the agenda caption.

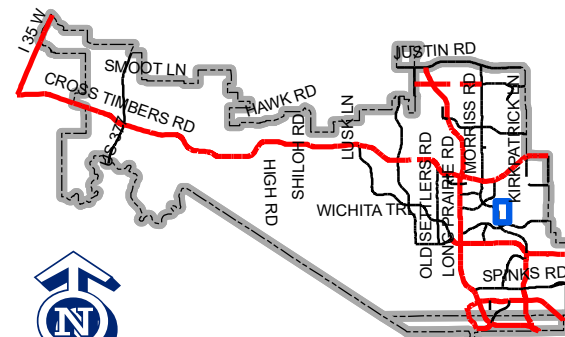
SP25-0019: Forestwood Middle School Track Replacement



 Commercial 2 **Office** **Single Family 10** **Single Family Density Medium**



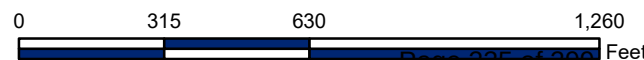
- Subject Property



Map Location

Visit www.fmdevmap.com to learn more about this project.

Visit <https://www.flowermound.gov/notifyme> to sign up for text message and/or email alerts for future projects.





TOWN COUNCIL AGENDA K.5. REGULAR ITEM(S)

DATE: March 2, 2026
FROM: Matthew Woods, Director of Environmental Services
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP25-0009) for fifteen (15) specimen trees on the property known as Forestwood Middle School for the proposed track replacement. The property is generally located east of Morriss Road and southeast of Garden Road. (The Environmental Conservation Commission postponed this item by a vote of 6 to 0 at its February 3, 2026, meeting. The Environmental Conservation Commission recommended approval of the fifteen (15) trees by a vote of 6 to 0 at its February 12, 2026, special meeting.)**

BACKGROUND: Forestwood Middle School is generally located east of Morriss Road and southeast of Garden Road. The site is approximately 21 acres in size and is currently zoned as SF-10 as part of Planned Development 14.

The tree removal permit (TRP25-0009) was considered by the Environmental Conservation Commission (ECC) on February 3, 2026, and was postponed by a vote of 6 – 0. At the February 3, 2026, meeting, the ECC requested to receive additional information from the Lewisville Independent School District related to the track replacement and specimen tree removal request. LISD presented additional information related to the site constraints and campus objectives to the ECC at the February 12, 2026, special meeting. The ECC recommended approval of the fifteen (15) trees by a vote of 6–0 at its February 12, 2026, special meeting.

According to the tree survey for the project, the site contains twenty-eight (28) specimen trees. The applicant is requesting to remove fifteen (15) specimen trees from the site to facilitate the track replacement. The specimen trees proposed for removal are in good condition and are located within the proposed buildable area.

The following is the list of fifteen (15) specimen trees being requested for removal:

- Tree #440 - 23" Cedar elm
- Tree #441 - 23" Cedar elm
- Tree #443A - 20" Cedar elm (Multi-Trunk)
- Tree #443B - 20" Cedar elm (Multi-Trunk)
- Tree #447 - 19.5" Cedar elm
- Tree #448 - 20" Cedar elm
- Tree #450 - 23" Post oak
- Tree #451 - 22.5" Cedar elm
- Tree #452 - 28" Post oak
- Tree #456 - 23" Blackjack oak
- Tree #457 - 30" Post oak (Multi-Trunk)
- Tree #460 - 41.5" Post oak (Multi-Trunk)
- Tree #461 - 24.5" Cedar elm

- Tree #472 - 31" Post oak
- Tree #672 - 22" Cedar elm

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 742" of replacement trees, equaling 248 three-inch caliper trees, is the required mitigation for the removal of fifteen (15) specimen trees on this site. In addition, nine (9) protected trees removed from the buildable area would require replacement at a tree-for-tree rate. The developer is proposing to preserve twenty-four (24) existing protected trees and thirteen (13) specimen trees, so there will be mitigation credits available for the preservation of those trees. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its February 3, 2026, meeting. The Environmental Conservation Commission recommended to postpone to a future date uncertain by a vote of 6–0. The February 3, 2026, ECC meeting can be viewed at <https://flowermoundtx.new.swagit.com/videos/374058>

This application was considered by the Environmental Conservation Commission (ECC) at its February 12, 2026, special meeting. The Environmental Conservation Commission recommended approval of the fifteen (15) trees by a vote of 6-0. The February 12, 2026, ECC special meeting can be viewed at <https://flowermoundtx.new.swagit.com/videos/375128>

As of February 23, 2026, staff has received three general inquiries about this permit. During public comment at the February 12, 2026, ECC special meeting, there were two speakers in favor and one speaker against this permit.

ALTERNATIVES: The Town Council may approve or deny the requested tree removal permit or approve the permit with conditions or changes.

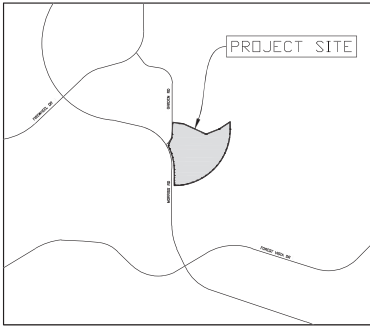
FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

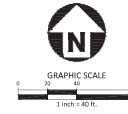
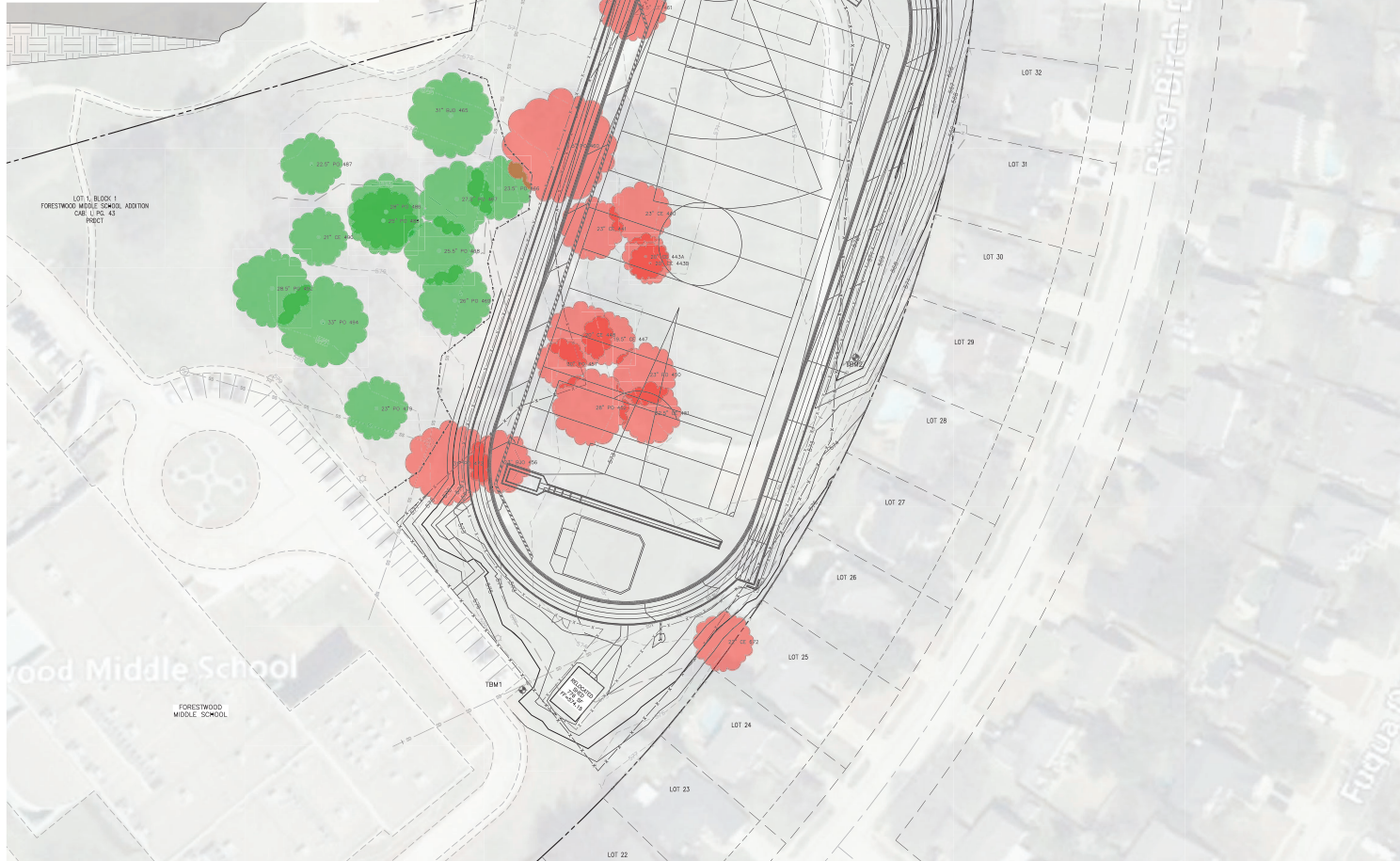
ATTACHMENTS:

1. Tree Survey
2. Tree Removal Permit Application
3. Letter of Intent
4. Pictures of Specimen Trees Requested for Removal
5. Onsite Signage

DRAFT MOTION: Move to approve as presented in the agenda caption.



VICINITY MAP
N.T.S.



LEGEND

- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED

McADAMS
The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056
phone 972.436.9712
fax 972.436.9715
TBP#: F-19762 TBPPL: F-10194440
www.mcadamsco.com

CLIENT
LEWISVILLE INDEPENDENT SCHOOL DISTRICT
1565 W. MAIN STREET #220
LEWISVILLE, TEXAS 75067
PHONE: 469-713-5200



**FORESTWOOD MIDDLE SCHOOL
TRACK REPLACEMENT
SITE PLAN CONSTRUCTION DRAWINGS**
2810 MORRIS RD
FLOWER MOUND, TEXAS, 75028



REVISIONS

NO.	DATE	DESCRIPTION
1		
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5		
6		

PLAN INFORMATION

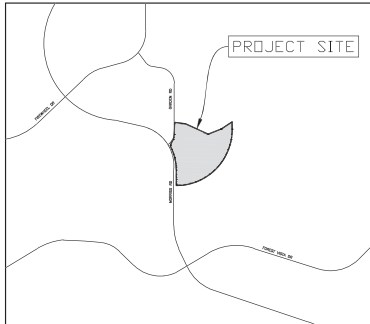
PROJECT NO. LIS25001
FILENAME LIS25001-TS1.DWG
CHECKED BY XAD
DRAWN BY MAH
SCALE 1" = 40'
DATE 12/22/2025

SHEET

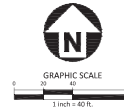
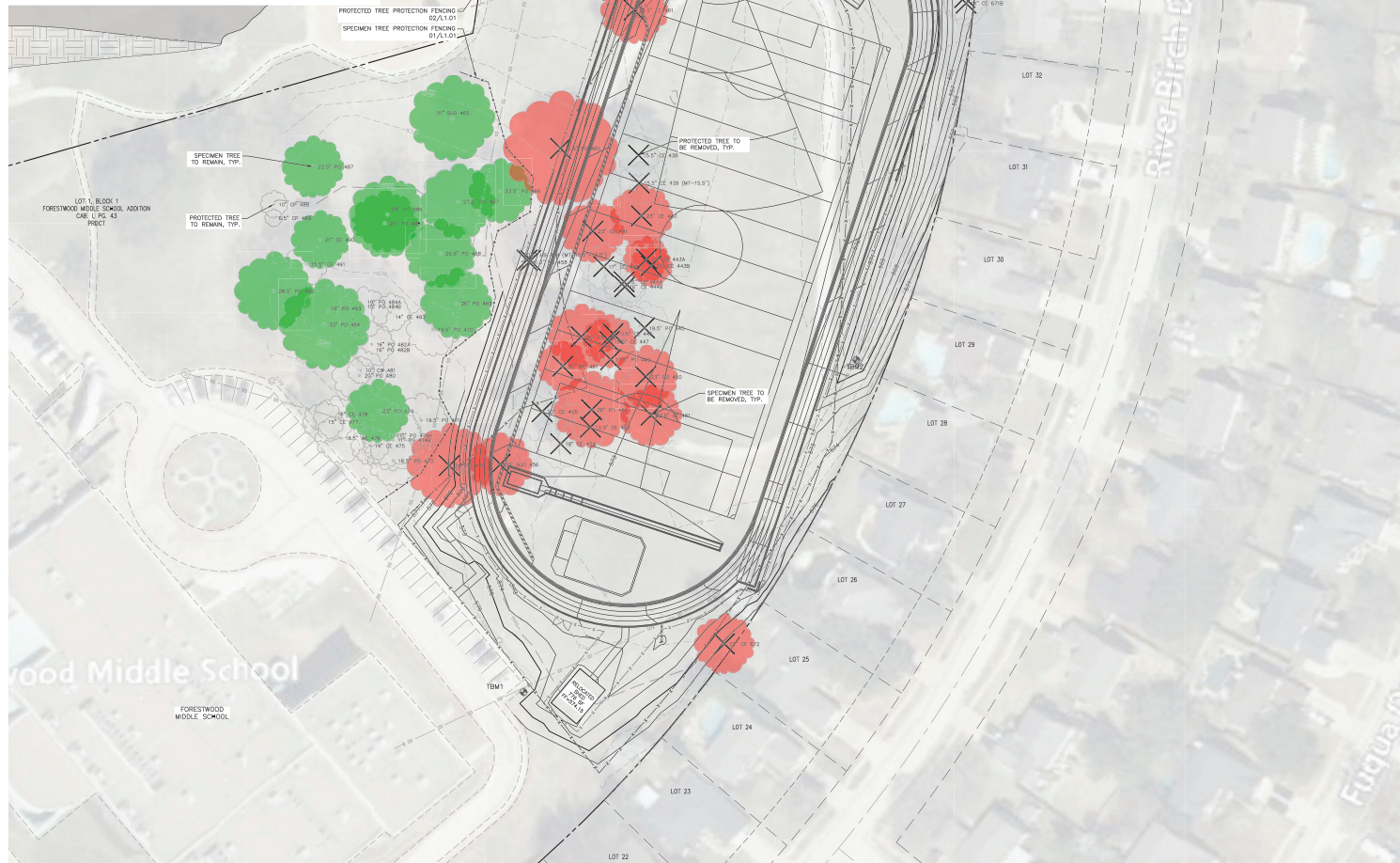
TREE SURVEY

L1.00

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



VICINITY MAP
N.T.S.



LEGEND

-  SPECIMEN TREE TO REMAIN
-  SPECIMEN TREE TO BE REMOVED
-  PROTECTED TREE TO REMAIN
-  PROTECTED TREE TO BE REMOVED
-  SPECIMEN TREE PROTECTION FENCING
REF. 01/L1.01
-  PROTECTED TREE PROTECTION FENCING
REF. 02/L1.01

McADAMS
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**FORESTWOOD MIDDLE SCHOOL
TRACK REPLACEMENT
SITE PLAN CONSTRUCTION DRAWINGS**
2810 MORRIS RD
FLOWER MOUND, TEXAS, 75028



REVISIONS

NO.	DATE	DESCRIPTION
1		
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6		

PLAN INFORMATION

PROJECT NO.	LIS25001
FILENAME	LIS25001-TS1.DWG
CHECKED BY	XAD
DRAWN BY	MAH
SCALE	1" = 40'
DATE	12/22/2025

SHEET

**TREE PRESERVATION
PLAN
L1.01**

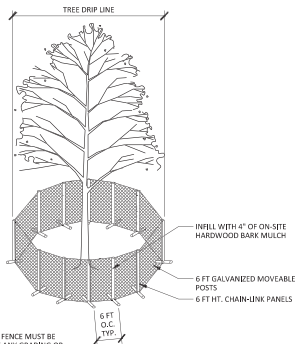
PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

TREE INVENTORY

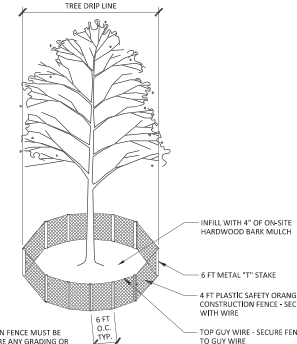
LIST #	TAG #	CAUPEL	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVE	PROTECTED DEBITS	SPECIMEN DEBITS	PROTECTED CREDITS	SPECIMEN CREDITS	POST OAK CREDITS	REMARKS
1	438	15.5	CEDAR LUM	Ulmus crassifolia	YES	NO	YES	1					
2	439	15.5	CEDAR LUM	Ulmus crassifolia	YES	NO	YES	1					(MT-5.5")
3	440	23	CEDAR LUM	Ulmus crassifolia	YES	YES	YES		46				
4	441	23	CEDAR LUM	Ulmus crassifolia	YES	YES	YES		46				
5	442	17	CEDAR LUM	Ulmus crassifolia	YES	NO	YES	1					
6	443A	20	CEDAR LUM	Ulmus crassifolia	YES	YES	YES		40				
7	443B	20	CEDAR LUM	Ulmus crassifolia	YES	YES	YES		40				
8	444A	16	CEDAR LUM	Ulmus crassifolia	YES	NO	YES	1					(MT-10")
9	444B	16	CEDAR LUM	Ulmus crassifolia	YES	NO	YES	1					
10	445	18.5	POST OAK	Quercus stellata	NO	NO	YES						DEAD
11	446	10.5	CEDAR LUM	Ulmus crassifolia	YES	NO	YES	1					
12	447	18.5	CEDAR LUM	Ulmus crassifolia	YES	YES	YES		39				
13	448	20	CEDAR LUM	Ulmus crassifolia	YES	YES	YES		40				
14	449	12.5	POST OAK	Quercus stellata	YES	NO	YES	1					
15	450	23	POST OAK	Quercus stellata	YES	YES	YES		46				
16	451	22.5	CEDAR LUM	Ulmus crassifolia	YES	YES	YES		45				
17	452	28	POST OAK	Quercus stellata	YES	YES	YES		56				
18	453	13.5	CEDAR LUM	Ulmus crassifolia	YES	NO	YES	1					
19	454	18	CEDAR LUM	Ulmus crassifolia	YES	NO	YES	1					
20	455	22	CEDAR LUM	Ulmus crassifolia	NO	NO	YES						DECLASSIFIED DUE TO CORRUPTION
21	456	23	BLACKBERRY OAK	Quercus muhlenbergii	YES	YES	YES		46				
22	457	30	POST OAK	Quercus stellata	YES	YES	YES		65				
23	458	11.5	WILLOW	Salix lasiolepis	NO	NO	YES	0					
24	459	10.5	WILLOW	Salix lasiolepis	NO	NO	YES	0					(MT-20"x40"x")
25	460	41.5	POST OAK	Quercus stellata	YES	YES	YES		83				(MT-20" x 21.5")
26	461	24.5	CEDAR LUM	Ulmus crassifolia	YES	YES	YES		49				
27	462A	17.5	CEDAR LUM	Ulmus crassifolia	YES	NO	NO			1			
28	462B	17.5	CEDAR LUM	Ulmus crassifolia	YES	NO	NO			1			
29	463	6	CEDAR LUM	Ulmus crassifolia	YES	NO	NO			1			
30	464	21	CEDAR LUM	Ulmus crassifolia	YES	YES	NO				4		
31	465	31	BLACKBERRY OAK	Quercus muhlenbergii	YES	YES	NO				6		
32	466	22.5	POST OAK	Quercus stellata	YES	YES	NO				6		
33	467	22.5	POST OAK	Quercus stellata	YES	YES	NO				6		
34	468	23.5	POST OAK	Quercus stellata	YES	YES	NO				6		
35	469	26	POST OAK	Quercus stellata	YES	YES	NO				6		
36	470	18.5	POST OAK	Quercus stellata	YES	NO	NO				4		
37	471	18.5	POST OAK	Quercus stellata	YES	NO	NO				4		
38	472	31	POST OAK	Quercus stellata	YES	YES	YES		82				
39	473	18.5	POST OAK	Quercus stellata	YES	NO	NO				4		
40	474A	17	POST OAK	Quercus stellata	YES	NO	NO				4		
41	474B	17	POST OAK	Quercus stellata	YES	NO	NO				2		
42	475	14	CEDAR LUM	Ulmus crassifolia	YES	NO	NO			1			
43	476	18.5	WILLOW	Salix lasiolepis	YES	NO	NO			1			
44	477	15	CEDAR LUM	Ulmus crassifolia	YES	NO	NO			1			
45	478	16	CEDAR LUM	Ulmus crassifolia	YES	NO	NO			1			
46	479	23	POST OAK	Quercus stellata	YES	YES	NO				6		
47	480	20	POST OAK	Quercus stellata	YES	NO	NO				4		
48	481	10	CHETANWOOD	Bursera lanuginosa	YES	NO	NO			1			
49	482A	16	POST OAK	Quercus stellata	YES	NO	NO				4		
50	482B	16	POST OAK	Quercus stellata	YES	NO	NO				4		
51	483	14	CEDAR LUM	Ulmus crassifolia	YES	NO	NO				4		DEAD
52	484A	19	POST OAK	Quercus stellata	YES	NO	NO				4		
53	484B	15	POST OAK	Quercus stellata	YES	NO	NO				4		
54	485	25	POST OAK	Quercus stellata	YES	YES	NO				6		
55	486	28	POST OAK	Quercus stellata	YES	YES	NO				6		
56	487	22.5	POST OAK	Quercus stellata	YES	YES	NO				6		
57	488	10	WESTERN SAMPANARY	Sapindus saponaria	YES	NO	NO			1			
58	489	6.5	WESTERN SAMPANARY	Prinosia chinensis	YES	NO	NO			1			
59	490	21	CEDAR LUM	Ulmus crassifolia	YES	YES	NO				4		
60	491	13.5	CEDAR LUM	Ulmus crassifolia	YES	NO	NO			1			
61	492	28.5	POST OAK	Quercus stellata	YES	YES	NO				6		
62	493	19	POST OAK	Quercus stellata	YES	NO	NO				4		
63	494	33	POST OAK	Quercus stellata	YES	YES	NO				6		(MT)
64	471A	16.5	CEDAR LUM	Ulmus crassifolia	YES	NO	YES			1			
65	471B	14	CEDAR LUM	Ulmus crassifolia	YES	NO	YES			1			
66	472	22	CEDAR LUM	Ulmus crassifolia	YES	YES	YES		44				
								9	742	13	14	102	

TOTAL PROTECTED TREE DEBITS	9	trees
TOTAL SPECIMEN TREE DEBITS	742	inches
REQUIRED MITIGATION CAUPEL INCHES	769	inches
TOTAL PROTECTED TREE CREDITS	13	trees
TOTAL SPECIMEN TREE CREDITS	14	trees
TOTAL POST OAK TREE CREDITS	102	trees
TOTAL NUMBER OF MITIGATION TREES @ MIN. 3" INCH CAUPEL REQUIRED	127.3	trees
MITIGATION FEE (BASED ON \$600 PER TREE OR \$200 PER INCH)	\$ 76,400.00	

TREE MITIGATION NOTES:
 (47) OF THE 3" CAL. MITIGATION TREES OWNED SHALL BE PLANTED. TREES THAT CONTRIBUTE TO MITIGATION EFFORTS SHALL BE IDENTIFIED ON THE LANDSCAPE PLANS. TREES THAT CANNOT BE PLANTED SHALL BE MITIGATED BY PAYING A FEE TO THE TOWN AT A RATE OF \$600 PER TREE.



01 SPECIMEN TREE PROTECTION FENCING
 SCALE: NTS



02 PROTECTED TREE PROTECTION FENCING
 SCALE: NTS

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 LEWISVILLE, TEXAS 75067
 PHONE: 469-713-5200

LISD
 LEWISVILLE ISD

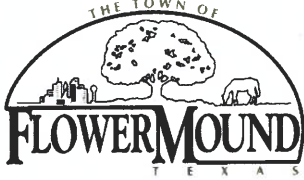
**FORESTWOOD MIDDLE SCHOOL
 TRACK REPLACEMENT
 SITE PLAN CONSTRUCTION DRAWINGS**
 2810 MORRIS RD
 FLOWER MOUND, TEXAS, 75028



REVISIONS		
NO.	DATE	DESCRIPTION
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PLAN INFORMATION		
PROJECT NO.	LIS25001	
FILENAME	LIS25001-TS1.DWG	
CHECKED BY	XAD	
DRAWN BY	MAH	
SCALE	AS NOTED	
DATE	12/22/2025	
SHEET		

**TREE CHART AND
 DETAILS**
L1.02

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name:

McAdams / Megan Hatcher, RLA

Address:

4400 State Highway 121, Suite 800

Lewisville, Texas 75056

Phone:

972-436-9712

Applicant's Legal Interest in the Property:

Registered Landscape Architect

2. Property Owner(s)

Name(s): Lewisville ISD

Address: 1565 W. Main Street, #220

Lewisville, Texas 75067

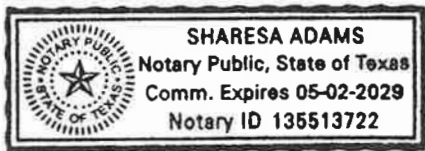
469-713-5200

3. Location and Legal Description of Property:

2810 Morriss Rd, Flower Mound, TX 75028/ Forestwood Middle School Addn Blk 1 Lot 1

4. Owner's Authorization of Representation

I, Dr. Lori Rapp, the owner of the above described real property, do hereby authorize MC Adams/Megan Hatcher to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



Lori Rapp
Signature of Owner

Given Under My Hand and Seal of Office
This the 5th Day of November, 2025
Shareesa Adams
Notary Public
In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Megan Hatcher, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

MH
Signature of Applicant

Landscape Architect License No. 3516
State of Licensure Texas
Or ISA Certified Arborist No. —
Or Certified Forester No. —



Given Under My Hand and Seal of Office
This the 2nd Day of December, 2025
Mandy Marmon
Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 12/5/2025 by JS
(initials)

7. REQUIRED SUBMITTALS CHECKLIST

- a. A \$250 Administrative fee per Specimen or Historic Tree proposed for removal, not to exceed a total of \$1,000 per permit application.
- b. A \$200 fee is required for each Tree Removal Request sign that is made by the Town. The sign(s) must be placed on the property 15 days prior to the ECC hearing that the item is scheduled for on the agenda. Signs shall be placed perpendicular to the street and clearly visible. There shall be one sign for each 500ft of street frontage.
- c. One (1) electronic copy of this application signed and notarized.
- d. One (1) electronic copy of the site plan, development plan, or concept plan or landscape plan where applicable.
- e. One (1) electronic copy of the Tree Survey drawn to the largest practical scale and indicating the items as required by the Town's Tree Ordinance.
- f. One (1) electronic copy of photograph(s) or other evidence indicating that (a) sign(s) has/have been placed on the lot or tract as required by Chapter 94 of the Town's code of ordinances. Photograph(s) shall be taken from the street(s).
- g. One (1) electronic copy of a photograph for each tree requiring a tree removal permit, which is proposed for removal.
- h. One (1) electronic copy of a written document fully explaining the reasons for removal of the Protected, Specimen or Historic tree (LOI).

December 19, 2025

Jake Speckhals, Environmental Review Analyst
Town of Flower Mound, Environmental Services Division
2121 Cross Timbers Road
Flower Mound, Texas 75028

RE: Letter of Intent

Dear Mr. Speckhals,

On behalf of the Forestwood Middle School, the developer of the property, we are requesting that (15) specimen trees (as outlined in the attached specimen tree survey), as defined in the TOFM Tree Preservation Code, may be removed. The trees are being requested to be removed due to site and design conditions, which thereby means the site improvements cannot reasonably be integrated without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees:	28 trees
Total specimen trees to be removed:	15 trees

Due to preexisting conditions, Town of Flower Mound Engineering Standards, and site conditions, the specimen trees may not be able to be saved. The site plan presented shows the most effective layout for considering all the site constraints and opportunities.

The following are the specimen trees we are requesting to be removed:

- | | |
|---------------|-------------------|
| 1. Tree #440 | 23" Cedar Elm |
| 2. Tree #441 | 23" Cedar Elm |
| 3. Tree #443A | 20" Cedar Elm |
| 4. Tree #443B | 20" Cedar Elm |
| 5. Tree #447 | 19.5" Cedar Elm |
| 6. Tree #448 | 20" Cedar Elm |
| 7. Tree #450 | 23" Post Oak |
| 8. Tree #451 | 22.5" Cedar Elm |
| 9. Tree #452 | 28" Post Oak |
| 10. Tree #456 | 23" Blackjack Oak |
| 11. Tree #457 | 30" Post Oak |

12. Tree #460	41.5" Post Oak
13. Tree #461	24.5" Cedar Elm
14. Tree #472	31" Post Oak
15. Tree #672	22" Cedar Elm

These trees are being removed due to site constraints and grading improvements. Based on the above data, I respectfully ask that the trees enumerated above be removed from the site.

Sincerely,

McAdams



Megan Hatcher, RLA

Landscape Architecture Practice Lead, TX #3516



#440





#441



#443A &443B



#447



#448



#450



#451



#452



#456



#457



#460



#461



#472



#672



PROPOSED
TREE REMOVAL
PERMIT
TRP25-0009

972-874-6340

PROPOSED

**TREE REMOVAL
PERMIT**

TRP25-0009



972-874-6340



PROPOSED

TREE REMOVAL
PERMIT
TRP25-0009



972-874-6340



TOWN COUNCIL AGENDA K.6. REGULAR ITEM(S)

DATE: March 2, 2026
FROM: Nick Ford, Senior Planner
ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR25-0003 – 2025 State Legislative Updates) by amending Chapter 34, "Environment" of Subpart A "General Ordinances" and Chapter 78, "Administration" and Chapter 98, "Zoning" of Subpart B "Land Development Regulations" related to notice and protest procedures, home occupation, land uses, and noise. (PZ recommended conditional approval by a vote of 6 to 0 at its February 23, 2026, meeting.)**

BACKGROUND:

This Town-initiated item proposes to amend the Town's Land Development Regulations to incorporate regulations adopted during the 2025 Texas legislative session.

The focus of this update includes the following topics:

- New notice and protest procedures for zoning changes regarding House Bill 24.
- Amendments to home occupation to account for "no-impact home-based businesses" regarding House Bill 2464.
- Amendments to noise sections of the code regarding House Bill 2844 and Senate Bill 1008.

[Planning and Zoning Commission Staff Report Link](#)

The Planning & Zoning Commission recommended approval with a modification to Section 98-2 to be less restrictive on the maximum occupancy of the home-based business.

The definition below was presented to the Planning & Zoning Commission (P&Z).

Home occupation means a business, profession, occupation or trade conducted within a dwelling unit or elsewhere on a lot primarily used for dwelling purposes for compensation or gain by the owner or tenant of the dwelling unit, including a home occupation, no-impact. In conducting operations, a home occupation shall not at any time exceed the occupancy rate of one person per bedroom plus one additional person on the premises at one time, including employees, clients, or patrons.

The proposed maximum occupancy language was replacing existing language in the code that allows for a maximum of one employee other than occupants of the residence, and a maximum of four patrons on the premises at one time.

Based on P&Z's feedback, staff has updated this language in the attached ordinance as noted below. (The new language is within quotations.)

Home occupation means a business, profession, occupation, or trade conducted within a dwelling unit or elsewhere on a lot primarily used for dwelling purposes for compensation or gain by the owner

or tenant, including a home occupation, no-impact. In conducting operations, a home occupation shall not "have the total employees, clients, or patrons at any time exceed the occupancy rate of two persons per bedroom plus one additional person on the premises at one time."

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval, with a modification to Section 98-2, regarding the maximum occupancy rate for a home occupation by a vote of 6 to 0 at its February 23, 2026, meeting. The Commission would like to see a less restrictive approach to the maximum number of employees, clients, or patrons based on safety, square footage, or other similar options.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Rachel Raggio, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. DRAFT Ordinance

DRAFT MOTION: Move to approve as presented in the agenda caption.

**TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. ____**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 34, "ENVIRONMENT," OF SUBPART A, "GENERAL ORDINANCES," AND CHAPTERS 78, "ADMINISTRATION," AND CHAPTER 98, "ZONING," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING NOTICE AND PROTEST PROCEDURES, HOME OCCUPATION STANDARDS, LAND USE STANDARDS, AND NOISE STANDARDS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas, (the "Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town (the "Town Council") previously adopted Chapter 34, "Environment," of Subpart A, "General Ordinances," of the Code of Ordinances, Town of Flower Mound, Texas, as amended; and,

WHEREAS, the Town Council previously adopted Chapter 78, "Administration," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, as amended; and,

WHEREAS, the Town Council previously adopted Chapter 98, "Zoning," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, as amended; and,

WHEREAS, the Town Council now finds and determines that it is necessary to amend various standards for notice and protest procedures, home occupation, and noise; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on February 23, 2026, and the Town Council held a public hearing on March 2, 2026, with respect to the amendments described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Land Development Regulations Amendment; and,

WHEREAS, the Town Council finds that the amendments to Chapters 34, 78 and 98 as outlined herein are in the best interest of the Town and will promote the health,

safety, and general welfare of the citizens of the Town and the general public;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

Section 34-181, "Noise Standards," of Division 3, "Regulations" of Article III, "Noise Control," of Chapter 34, "Environment," of Subpart A, "General Ordinances," of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 34-181 – Noise Standards.

- (a) The following noise standards, unless otherwise specifically indicated, shall apply to all property with a designated land use district:

TABLE 34-1
LIMITING SOUND LEVELS FOR LAND USE DISTRICTS

Land Use District	Time of Day	Energy Equivalent Sound Levels (Leq)
Residential	10:00 p.m. to 7:00 a.m.	52 dB(A)
	7:00 a.m. to 10:00 p.m.	62 dB(A)
Office, Retail	10:00 p.m. to 7:00 a.m.	62 dB(A) *
	7:00 a.m. to 10:00 p.m.	67 dB(A)*
Commercial	Anytime	67 dB(A) *
Industrial	Anytime	70 dB(A)

* Sound regulations for Food Service Establishments shall comply with Section 437.029, Sound Regulations, of the Texas Health and Safety Code as noted in Sec. 34-182 (13).

*** "

SECTION 2

Section 34-182(b), "Prohibited Noise" of Division 3, "Regulations" of Article III, "Noise Control" of Chapter 34, "Environment," of Subpart A, "General Ordinances" of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended to add (13) as follows:

- "(13) *Food Service Establishments.* Sound regulations related to designated activities conducted at food service establishments shall comply with the regulations established in Section 437.029 of the Texas Health and Safety Code.

*** "

SECTION 3

Section 78-153, "Review by planning and zoning commission," of Division 1, "Generally," of Article IV, "Amendments," of Chapter 78, "Administration," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 78-153. – Review by planning and zoning commission.

- (d) *Notification requirements for text amendment or comprehensive zoning map amendment.* When any such amendment relates to a change of a regulation or to the text of subpart B of this Code not affecting specific property or when a comprehensive zoning map amendment is initiated by the town, notice of the public hearing of the planning and zoning commission shall be given by publication in a newspaper of general circulation in the town. Notice to affected property owners and business owners is only required in special circumstances as defined by state law. Such notices shall state the time and place of such hearing and the nature of the subject to be considered, which time shall not be earlier than 11 days from the date of publication.

*** "

SECTION 4

Section 78-154, "Action by town council," of Division 1, "Generally," of Article IV, "Amendments," of Chapter 78, "Administration," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 78-154. Action by town council.

- (b) *Notice of hearing.* Notice of such hearing shall be given by publication in a newspaper of general circulation in the town and published on the town's website stating the time and place of such hearing, which time shall not be earlier than 16 days from the date of publication and published on the town's website.

- (d) *Changes in zoning classifications.* When any such amendment or change relates to a change in the zoning classification of property or a change to the boundary of a zoning district, the following provisions shall apply:
- (1) *Comprehensive zoning amendment.* Changes proposed by the town that meet one or more of the following standards are not subject to the protest

procedures described in this subsection. A proposed comprehensive zoning change includes:

- a. A town proposal that would allow more residential development than the previous regulation and would apply uniformly to each parcel in one or more zoning districts; or
 - b. The adoption of a new zoning code or zoning map that would apply to the entire town; or
 - c. The adoption of a zoning overlay district that would have the effect of allowing more residential development than would be allowed without the overlay and that includes an area along a major roadway, highway, or transit corridor.
- (2) *Protest procedures.* The rules governing an amendment over protest, except for comprehensive zoning amendments described in subsection (d)(1), are contained in Chapter 211 of the Local Government Code and are hereby adopted and restated as follows.
- a. *Owner or owners.* For purposes of this section, the terms "owner" and "owners" shall mean those persons or entities owning such land as indicated by the most recently approved municipal tax roll.
 - b. *Computation of land area.* In computing the percentage of land area subject to a proposed amendment under this section, the area of abutting streets and alleys shall be included. In addition, the total land area shall be calculated as the aggregate of all tracts of land subject to the amendment.
 - c. *Zoning for residential density increases.* If a proposed amendment, supplement, or change in a zoning regulation or district boundary increases residential density beyond the existing zoning and does not allow additional commercial or industrial uses unless the additional use is limited to the first floor of any residential development and does not exceed 35 percent of the overall development land area, then the following shall apply:
 - i. A written protest may be submitted that contains the signatures of the owner(s) of at least 60 percent of the area of the lots or land (whether platted or otherwise) immediately adjoining the area covered by the proposed change and extending 200 feet from that area.
 - ii. Upon receipt of a written protest meeting subsection (d)(2)c.i., the proposed amendment, supplement, or change in zoning shall become effective only upon the favorable vote of the majority of all the members of the town council.

- d. *All other changes to a zoning regulation or district boundary.* For all other proposed amendments, supplements, or zoning changes not addressed in subsection (d)(2)c. above, a proposed change shall become effective only upon the favorable vote of three-fourths of all members of the town council when such protest meets one or more of the following enumerated conditions:
 - i. When such protest contains the signatures of the owner(s) of 20 percent or more of the total area of the land (whether platted or otherwise) included within the boundaries of the proposed change; or
 - ii. When such protest contains the signatures of the owner(s) of 20 percent or more of the total area of land (whether platted or otherwise) immediately adjoining the boundaries of the proposed change and extending 200 feet from those boundaries.
- (3) *Protest submittal requirements.* When a person wishes to protest a zoning change the following procedures should be followed:
- a. All protests should be submitted to the town secretary in writing. Such written protest(s) should be in the form of a petition containing the zoning case number, the name of the protesting property owner, the address(es) or property description(s) of the property for which the property owner is asserting a protest, the reasons for the property owner's protest such as the zoning classifications or uses to which the property owner is opposed, and the verified signature of the protesting property owner(s) or a verification by the person submitting the petition confirming the authenticity of the signatures contained thereon.
 - b. The protest should be filed with the town secretary before 5:00 p.m. of the fourth working day immediately preceding the date advertised for the town council public hearing in the statutory notice published in the official newspaper of the town. For example, a written protest must be received by 5:00 p.m. on the Tuesday prior to a regularly scheduled Monday council meeting. A protest sent through the mail should be received by the town secretary before the deadline.
 - c. A person may by written request withdraw their signature from the protest at any time prior to the close of the public hearing only. If the withdrawal of an owner's signature from a protest reduces the percentage of land area ownership protesting the zoning change to less than the required percentage of the land areas set forth in this section, then a simple majority vote for approval of the zoning change shall suffice, unless otherwise required by this section.

- d. The plain wording of the protest(s) shall determine the voting procedures required for approval of the proposed zoning change, or for approval of a less intensive zoning classification deemed appropriate by the town council, in accordance with this section.
- (4) *Conditions of denial.* A waiting period of one year, between the date an application for amendment to the comprehensive master plan or a requested change in zoning is denied by the town council and a new application for such a change or amendment is accepted, is hereby established. For purposes of this article, "denied by the town council" shall mean that a motion by the town council to deny the requested zoning change passed by a majority of the quorum present and voting, or that a motion by the town council to approve the requested zoning change failed for lack of having the necessary votes, or that a motion by the town council to approve or deny the requested zoning change resulted in a tie vote. The one-year waiting period shall be applicable to all requested amendments and changes for the same or a more intensive land use categories, or zoning districts, on all or any portion of the property previously considered for amendment or change in land use or zoning; provided, however, that such one-year waiting period shall not be applicable to any proposed amendment or change instituted by the town council or planning and zoning commission, or to a request for an amendment or change that is denied by the town council without prejudice. A property owner may apply for a waiver of the one-year waiting period as follows:
- a. The applicant shall submit a request in writing to the town office of community development within ten days of the denial by the town council. Upon the filing of a request within the required time period, the office of community development shall inform the applicant in writing of the date on which the planning and zoning commission shall consider the request and advise the applicant of his rights to appear before the planning and zoning commission.
 - b. The planning and zoning commission may waive the one-year waiting period upon a finding that the circumstances surrounding the property have changed sufficiently to warrant the acceptance of a new application for a comprehensive master plan or zoning amendment or change prior to the end of the one-year waiting period. A majority of the planning and zoning commission quorum present and voting shall be required to grant any such request. If the request is granted, compliance with the procedures contained in subpart B of this Code and other applicable rules and regulations of the town shall be required.
 - c. The applicant may appeal a denial under this article by the planning and zoning commission to the town council by filing a request in

writing with the town office of community development within ten days of the denial by the planning and zoning commission.

- d. The decision of the town council regarding the request for a waiver shall be final.
- (e) *Approval Conditions.* From the effective date of subpart B of this Code, approval of a planned development district shall be subject to the following:

- (2) If a record plat is not recorded within five years of the effective date of the ordinance granting a planned development district, and following the review and recommendation of the planning and zoning commission, the town council, after public notice and hearing as required by subpart B of this Code, may rezone the property to its prior zoning classification or the A, Agricultural zoning district."

SECTION 5

Chapter 98, "Zoning," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 98-2, "Definitions," by adding one new definition and amending another definition, to be inserted alphabetically, and to read as follows:

"Sec. 98-2. – Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Home occupation means a business, profession, occupation, or trade conducted within a dwelling unit or elsewhere on a lot primarily used for dwelling purposes for compensation or gain by the owner or tenant of the dwelling unit, including a home occupation, no-impact. In conducting operations, a home occupation shall not have the total employees, clients, or patrons, at any time exceed the occupancy rate of two persons per bedroom plus one additional person on the premises at one time.

Home occupation, no impact means a home occupation that meets the criteria of a no-impact home-based business as defined in Section 229.902 of the Texas Local Government Code.

*** "

SECTION 6

Article III, "District Regulations," of Chapter 98, "Zoning," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows, for the following uses to be inserted alphabetically, and to repeal certain provisions indicated in ~~strike-through~~ formatting:

"ARTICLE III. DISTRICT REGULATIONS

DIVISION 8. SF-A SINGLE-FAMILY ATTACHED DISTRICT

Sec. 98-422. Permitted uses.

Home occupation, subject to [section 98-984](#)

DIVISION 9. 2F DUPLEX DISTRICT**Sec. 98-452. Permitted uses.**

Home occupation, subject to [section 98-984](#)

DIVISION 10. MF MULTIFAMILY DISTRICT

Sec. 98-482. Permitted uses.

Home occupation, subject to [section 98-984](#)

DIVISION 11. MH MOBILE HOME

Sec. 98-512. Permitted uses.

Home occupation, subject to [section 98-984](#)

DIVISION 19. WR WATER RECREATION DISTRICT

Sec. 98-752. Permitted uses.

~~Day care home~~

~~Dwelling, single-family detached~~

~~Garage sale, subject to section 98-982~~

~~Home occupation, subject to section 98-984~~

~~Model home/early release home, subject to section 98-1000~~

Sec. 98-755. Minimum and maximum dimensions.

- (a) *Minimum lot area.* There shall be no minimum lot area requirement in the WR water recreation district.
- (b) *Minimum lot width.* There shall be no minimum lot width for requirement in WR water recreation district.
- (c) *Minimum floor area.* There shall be no minimum floor area requirement in the WR water recreation district subject to section 98-1025.
- (d) *Minimum front yard.* There shall be no minimum front yard requirement in the WR water recreation district subject to section 98-1026.
- (e) *Minimum side yard.* There shall be minimum side yard requirement in the WR water recreation district subject to section 98-1027.
- (f) *Minimum rear yard.* The minimum rear yard in the WR water recreation district shall be 15 feet for all uses, subject to section 98-1028.

DIVISION 25. MU MIXED USE DISTRICT

Sec. 98-901. Schedule of uses.

Table 1	Use Status				
Land Use Category	MU-C	N	MU-T		
			NG	en	MR
Home occupations, subject to section 98-984	A	A	A	A	A

”

SECTION 7

Article IV, “Supplementary District Regulations,” of Chapter 98, “Zoning,” of Subpart B, “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows and to repeal certain provisions indicated in ~~strike-through~~ formatting:

“ARTICLE IV. SUPPLEMENTARY DISTRICT REGULATIONS

DIVISION 2. USES

Subdivision II. Regulations

Sec. 98-952. Use classification.

SCHEDULE OF USE REGULATIONS

Use Type/Section	98-271	98-301	98-431	98-331	98-361	98-391	98-421	98-451	98-481	98-511	98-541	98-571	98-601	98-631	98-661	98-841	98-871	98-691	98-721	98-751	98-781	98-811	98-890
	A	SF E	SF-5	SF 30	SF 15	SF 10	SF A	2F	MF	MH	O	R1	R2	C1	C2	CC	CI	I1	I2	WR	RE C	PD	CB D
Dwelling, single-family detached	P	P	P	P	P	P														P		P	*
Day care home	P	P	P	P	P	P	P	P	P	P										P		P	*
Garage sale (98-982)	P	P	P	P	P	P	P	P	P	P										P		P	*
Home occupation (98-984)	P	P	P	P	P	P	P	P	P	P										P		P	*
Model home/early release home (98-1000)	P	P	P	P	P	P	P	P												P		P	*

Subdivision III. Special Use Conditions

Sec. 98-984. Home occupation.

A home occupation shall be permitted as an accessory use, subject to compliance with the following conditions:

- (1) A home occupation shall be permitted only when it is an accessory use to a legally established residential use.
- (2) A home occupation shall not involve any external structural alteration of the main building.
- (3) A home occupation shall be operated by the owner or tenant of the primary dwelling.
- (4) No outdoor storage of materials, goods, supplies, vehicles, or equipment shall be allowed, in order to ensure compatibility with residential use.
- (5) A person who engages in a home occupation shall not place an advertisement, sign, or display on or off the premises.
- (6) A home occupation shall operate in a manner in which none of its activities are visible from a street or neighboring properties.
- (7) A home occupation may include the sale of lawful products or the provision of lawful services on the premises, provided that compliance is maintained with all other conditions specified in this code, in addition to other applicable federal, state, and local laws.
- (8) A home occupation shall not generate on-street parking or a substantial increase in traffic and it shall produce no offensive noise, vibration, smoke, electrical interference, dim odors, or heat in excess of those normally found in residential areas. No toxic, explosive, flammable, combustible, corrosive, radioactive, or other hazardous materials shall be used or stored on the site for business purposes.
- (9) A home occupation shall be compatible with the residential use of the property where the business is located. Uses that are not compatible with residential uses include, but are not limited to, the physical or medical treatment of persons or animals, beauty shops, dance studios, carpenter shops, electrical shops, massage establishments, plumber shops, heating and air conditioning shops, radio shops, auto repairing or painting, furniture repairing, sign painting, or other similar activities and uses, as well as any home-based business that sells alcohol or illegal drugs, is a structured

sober living home, or is a sexually oriented business as defined by the Texas Local Government Code.

DIVISION 4. PERFORMANCE STANDARDS

Sec. 98-1052. Noise.

Noise shall be subject to the regulations found in Article III, "Noise Control," Chapter 34, "Environment," of Subpart A – General Ordinances of the Code.

***."

SECTION 8

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 9

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

SECTION 10

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Code of Ordinances, Town of Flower Mound, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 11

Any person, firm, or corporation who violates any provision of this Ordinance as

adopted by the Town Council of the Town shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 12

This Ordinance shall be in full force and effect from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF [REDACTED] TO [REDACTED], ON THIS THE 2ND DAY OF MARCH, 2026.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



TOWN COUNCIL AGENDA K.7. REGULAR ITEM(S)

DATE: March 2, 2026
FROM: Nick Ford, Senior Planner
ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR25-0004 – Parking Mitigation and Foundational Planting Update) by amending Chapter 74, “General Provisions” and Chapter 82, “Development Standards” related to definitions, parking mitigation, off-street parking, foundational planting, and parking area landscaping. (PZ recommended approval by a vote of 6 to 0 at its February 23, 2026, meeting.)**

BACKGROUND:

This Town-initiated item proposes to amend the Town’s Land Development Regulations by updating language related to definitions, parking mitigation, off-street parking, parking area design, foundational planting, and parking area landscaping.

The focus of this update includes the following topics:

1. Clarifying parking deviation standards.
2. Introducing new parking mitigation options related to stormwater treatment and new landscaping mitigation options.
3. Adding definitions to account for new parking mitigation options.
4. Amending parking area design standards related to stormwater treatment areas and for larger parking lots exceeding 250 spaces.
5. Adding paving standards for alternative pavement options.
6. Amending foundational planting standards to help clarify locations and increase flexibility in the design and allowed plantings.

[Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its February 23, 2026, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Rachel Raggio, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. DRAFT Ordinance

DRAFT MOTION: Move to approve as presented in the agenda caption.

**TOWN OF FLOWER MOUND,
TEXAS ORDINANCE NO. ____**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 74, "GENERAL PROVISIONS," AND CHAPTER 82, "DEVELOPMENT STANDARDS," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING DEFINITIONS PARKING MITIGATION OPTIONS, OFF-STREET PARKING STANDARDS, FOUNDATIONAL PLANTINGS, AND PARKING AREA LANDSCAPING REQUIREMENTS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas, (the "Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Town Council of the Town (the "Town Council") previously adopted the definitions contained in Chapter 74, "General Provisions," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, as amended; and,

WHEREAS, the Town Council previously adopted regulations regarding parking standards in Article III, "Off-Street Parking and Loading," of Chapter 82, "Development Standards," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, as amended; and,

WHEREAS, the Town Council previously adopted regulations regarding landscaping standards in Article V, "Landscape and Screening," of Chapter 82, "Development Standards," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, as amended; and,

WHEREAS, the Town Council now finds and determines that it is necessary to amend various provisions relating to definitions, parking mitigation options, off-street parking standards, foundational plantings, and parking area landscaping; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on February 23, 2026, and the Town Council held a public hearing on March 2, 2026, with respect to the amendments described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication and procedural

requirements for the approval of a Land Development Regulations Amendment; and,

WHEREAS, the Town Council finds that the amendments to Chapters 74 and 82 as outlined herein are in the best interest of the Town and will promote the health, safety, and general welfare of the citizens of the Town and the general public;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

Section 74-3, "Definitions," of Chapter 74, "General Provisions," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by adding six new definitions, inserted alphabetically, to read as follows:

"Sec. 74-3. – Definitions.

The following words, terms and phrases, when used in subpart B of this Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bioswale means a sloping channel planted with wet tolerant species of plants or ornamental grasses. They transport, store, and allow infiltration of water, and can be designed as a landscape feature. Bioswales are planted with a variety of plant species that can withstand occasional water inundation for short periods of time.

Native plant means a plant or plants indigenous to Texas.

Parking space means a space within a public or private parking area which is for the temporary parking or storage of one motor or vehicle.

Permeable or Porous surfaces means surfaces such as porous concrete or asphalt, interlocking paver systems, and permeable pavement systems that allow water to infiltrate into subsurface soil.

Rain garden means a small shallow depression planted with a variety of native or

ornamental plants that can treat small amounts of runoff to improve water quality. Raingardens are generally small collections of flood-tolerant plants planted on a low site area that naturally collects rainfall.

Turf grass means grass commonly used in regularly cut lawns or play areas, including but not limited to Bermuda grass, fescue, St. Augustine, zoysia, and ryegrass blends.

*** "

SECTION 2

Section 82-73, "Computing parking and loading requirements," of Article III, "Off-street parking and loading," of Chapter 82, "Development standards," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 82-73. Computing parking and loading requirements.

The number of parking spaces required for a specific development proposal shall be based on the requirements listed in section 82-74, Off-street parking requirements, and the following provisions:

(1) *Deviation of required spaces.* The amount of parking spaces may be reduced or increased by 20 percent of the required parking for all uses.

- a. Deviations exceeding 20 percent, whether reducing or increasing the required parking , must be accompanied by a parking study and approval by the town council, except as provided below for "religious assembly/institution or rectory" uses.
 - i. For "religious assembly/institution or rectory" uses, any reduction in required parking exceeding 20 percent must be accompanied by a parking study and approval by the town council; and
 - ii. For "religious assembly/institution or rectory" uses, any increase in required parking exceeding 30 percent must be accompanied by a parking study and approval by the town council.
- b. Any approved parking deviations for all uses exceeding 20 percent of the required parking must be mitigated. Mitigation may be achieved using permeable or pervious paving, increased landscaping, increased stormwater treatment infrastructure, or other method(s) to reduce the impact of the increased parking as described in section 82-73(11).

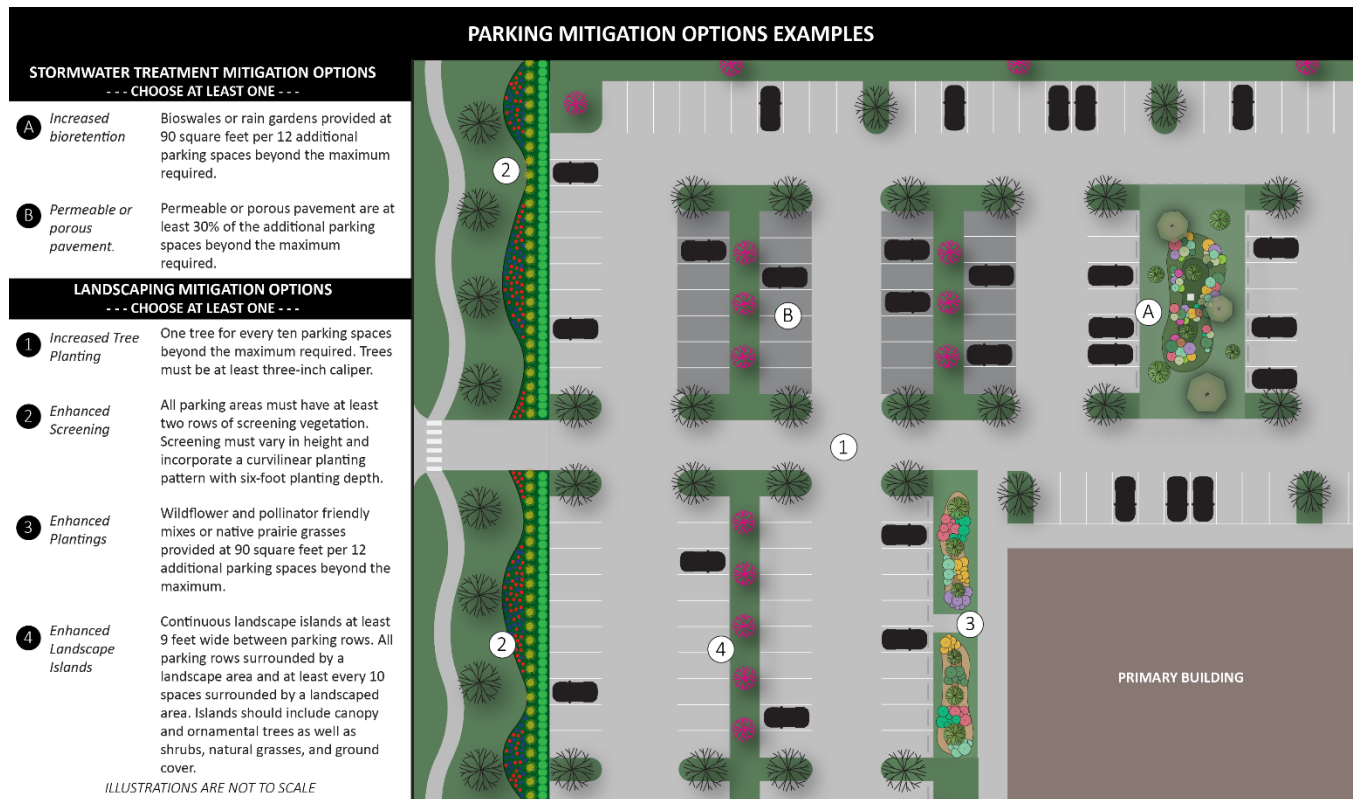
(7) *Seating capacity.* Where parking ratios are specified in terms of the number of seats, this shall be interpreted to mean maximum seating capacity as determined

using the standards of the most recently adopted International Building Code (IBC).

- (11) *Mitigation.* The purpose of mitigation is to reduce adverse effects caused by the excessive use of concrete, which includes but is not limited to: heat island effect, increased water runoff, and surface pollution. In addition to complying with sections 82-243, 82-271, and 94-63, mitigation must be achieved by incorporating at least one of the methods from list (a) and at least one landscape mitigation option from list (b).
- a. *Stormwater Treatment Infrastructure.* At least one of the following options must be used.
 - i. *Increased bioretention.* Bioswales or raingardens may be used to mitigate the effects of increased stormwater runoff and surface pollutants, as approved by the town manager. Bioswales or raingardens shall be provided at a minimum of 90 square feet per 12 parking spaces that exceed the maximum allowable deviation for required parking spaces. Plant materials installed shall be of a native variety that tolerates long periods of inundation and potential periods of drought. A maintenance plan and all planting materials and locations of plantings must be approved by the town manager.
 - ii. *Permeable or porous pavement.* Permeable or pavement may be approved by the town manager. The alternative paving must improve performance measures such as reducing the heat island effect, reducing pollutants, or reducing runoff, and demonstrating durability over time. Porous or permeable paving shall be utilized for a minimum of thirty percent of the parking spaces that exceed the maximum allowable deviation. Alternative paving is further subject to the regulations in accordance with section 82-80.
 - b. *Landscaping mitigation options.* In addition to the above, at least one of the following options must be used.
 - i. *Increased tree planting requirement.* In addition to section 94-63, provide one tree for every ten parking spaces that exceed the maximum allowable deviation. The additional trees must all be a minimum of three-inch caliper, at the time of planting.
 - ii. *Enhanced screening.* All parking area screening required for the site must include at least two rows of vegetation including, but not limited to shrubs, ornamental trees, native ornamental grasses, and ground cover. Screening rows must contain variations in height and incorporate a curvilinear planting pattern with a minimum six-foot planting depth from the back of the parking lot curb.
 - iii. *Enhanced plantings.* A variation of wildflower and pollinator friendly mixes or native prairie grasses must be provided at a minimum of 90 square feet per 12 parking spaces that exceed the maximum

allowable deviation for required parking spaces. Trees planted in this area may use trees from section 94-68(5). A maintenance plan and all planting materials and location of plantings shall require approval by the town manager.

- iv. *Enhanced landscape islands.* For parking spaces that exceed the maximum allowable deviation, contiguous landscape islands of at least nine feet wide must be installed between two parking rows for the full length of the parking row. In addition, landscaped areas per section 94-63(5) must be installed at both ends of every parking row and at least every ten parking spaces along the row. Landscaped areas and islands should include canopy and ornamental trees per section 94-63 and aesthetically designed perimeter shrubs, natural grasses, and ground cover to soften and screen parking lots.



SECTION 3

Section 82-74, "Off-street parking requirements," of Article III, "Off-street parking and loading," of Chapter 82, "Development standards," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

“Sec. 82-74. Off-street parking requirements.

The following are the off-street parking requirements:

SCHEDULE OF OFF-STREET PARKING REQUIREMENTS

Use Type	Parking

College or university	1 space per classroom/instruction area plus 1 space per 3 students accommodated
Day care center	1 space per 4 persons accommodated including pupils and employees

***.”

SECTION 4

Section 82-78, “Parking area design,” of Article III, “Off-street parking and loading,” of Chapter 82, “Development standards,” of Subpart B, “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

“Sec. 82-78. Parking area design.

- (8) Curbs must be provided to prevent any vehicle using a parking area from encroaching on any public street, required landscaping area, sidewalk, trail, or adjacent property, unless otherwise approved by the town manager or their designee. Where parking aisles or driveways are adjacent to stormwater treatment areas wheel stops, bollards, or slotted curbs may be provided as necessary to prevent vehicle encroachment and allow stormwater runoff to infiltrate landscape islands, rain gardens, bioswales, or perimeter parking lot landscaping.

- (11) Where surface parking engages natural water or land features, the parking geometries should avoid straight lines and introduce curvilinear parking edges that are associated with the natural landscape they engage.
- (12) Large surface parking lots shall be visually and functionally segmented into several smaller lots of no more than 250 spaces using landscaping in accordance with section 82-243.

***.”

SECTION 5

Section 82-80, “Paving standards,” of Article III, “Off-street parking and loading,” of Chapter 82, “Development standards,” of Subpart B, “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

“Sec. 82-80. Paving standards.

- (a) All parking areas, loading spaces, and driveways, regardless of size or length, constructed after December 31, 1974, or unless otherwise granted within this article, must be free of weeds and surfaced with concrete, asphalt, or brick.
- (b) Alternative pavements such as porous concrete or permeable interlocking paver systems may be incorporated into nonresidential uses subject to review and approval by the town manager, provided all the following conditions are met:
 - (1) Porous or permeable pavement is limited to parking spaces only, is capable of being striped, and meets standard weight requirements for parked vehicles in accordance with generally accepted engineering standards; and
 - (2) Porous or permeable pavement is not permitted within fire lanes, loading or service areas, parking aisles, or driveways; and
 - (3) Porous or permeable pavement may not be used adjacent to industrial uses and may not be used in large vehicle parking spaces; and
 - (4) A geotechnical report and engineered design detail must be provided and the design must include a geofabric underlayment and an underdrain system; and
 - (5) All porous or permeable pavement systems must be maintained in accordance with the manufacturer’s specifications and maintenance plan to ensure continued performance.

***.”

SECTION 6

Section 82-240, “Foundational planting,” of Division 2, “Landscaping,” of Article V, “Landscaping and screening,” of Chapter 82, “Development standards,” of Subpart B, “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

“Sec. 82-240. Foundational planting.

- (a) *Uses.* This section shall only be required for the following use types from section 98-952:
 - (1) Educational, institutional, civic uses;
 - (2) Bank or savings and loan;
 - (3) Restaurant, fast food;
 - (4) Restaurant, general;
 - (5) Office, medical, and dental;
 - (6) Office, general business, and professional; and/or
 - (7) Retail uses.

- (b) *Location.* All new nonresidential buildings of 15,000 square feet or less must install foundational planting areas along the following areas:
- (1) The front façade of a building, the primary entrance façade, and any façade that contains a publicly accessible building entry point; and
 - (2) Any façade which faces a street, driveway, parking aisle, or open space; and
 - (3) Foundational plantings should be located in a manner that does not impede building entrances, loading areas, or service areas; and
 - (4) Facades facing a screening wall or other screening devices, such as a compatibility buffer, or adjacent to loading docks or service areas may be exempt from foundational planting requirements. However, all mechanical equipment located in foundational planting areas must be screened in accordance with section 82-272.
 - (5) An exception to the location of foundational planting may be approved by the town council if the equivalent square footage of landscape is provided on site and remains within proximity to the building.
- (c) *Depth.* The minimum bed depth for foundational planting areas is three feet. The depth shall be measured from the façade three feet horizontally from the building at grade level. The depth may exceed three feet where site conditions allow.
- (d) *Plantings.* Foundational planting areas must include a combination of shrubs, ornamental grasses, and ground covers and may also include natural prairie vegetation or pollinator friendly plantings.
- (e) *Installation.* Foundational plant material must be installed at grade. Plantings must be arranged in natural groupings or layered rows, where achievable. All foundational planting must be irrigated.
- (f) *Illustrations.*

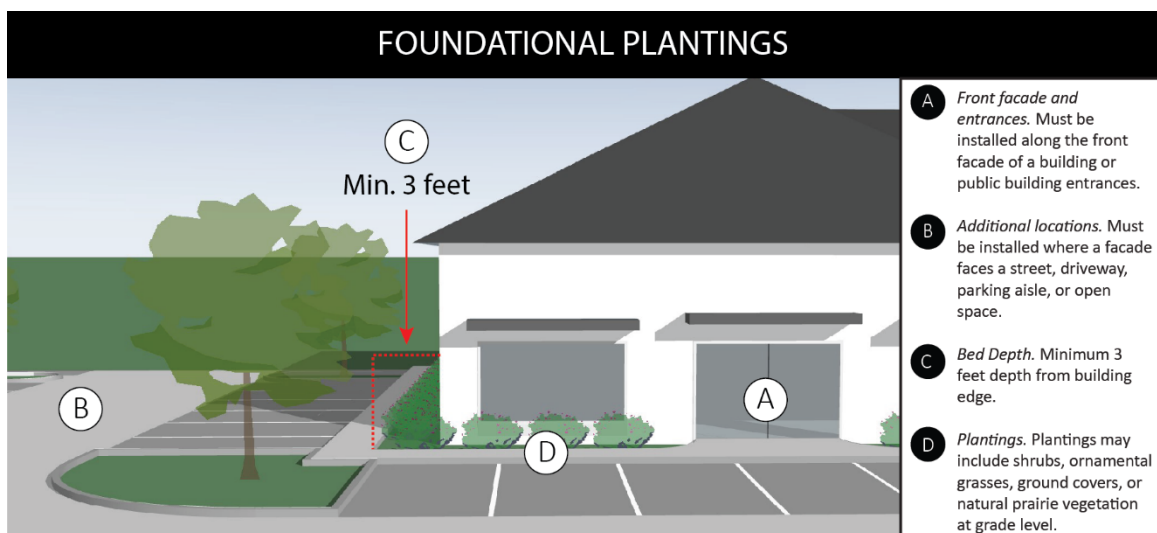
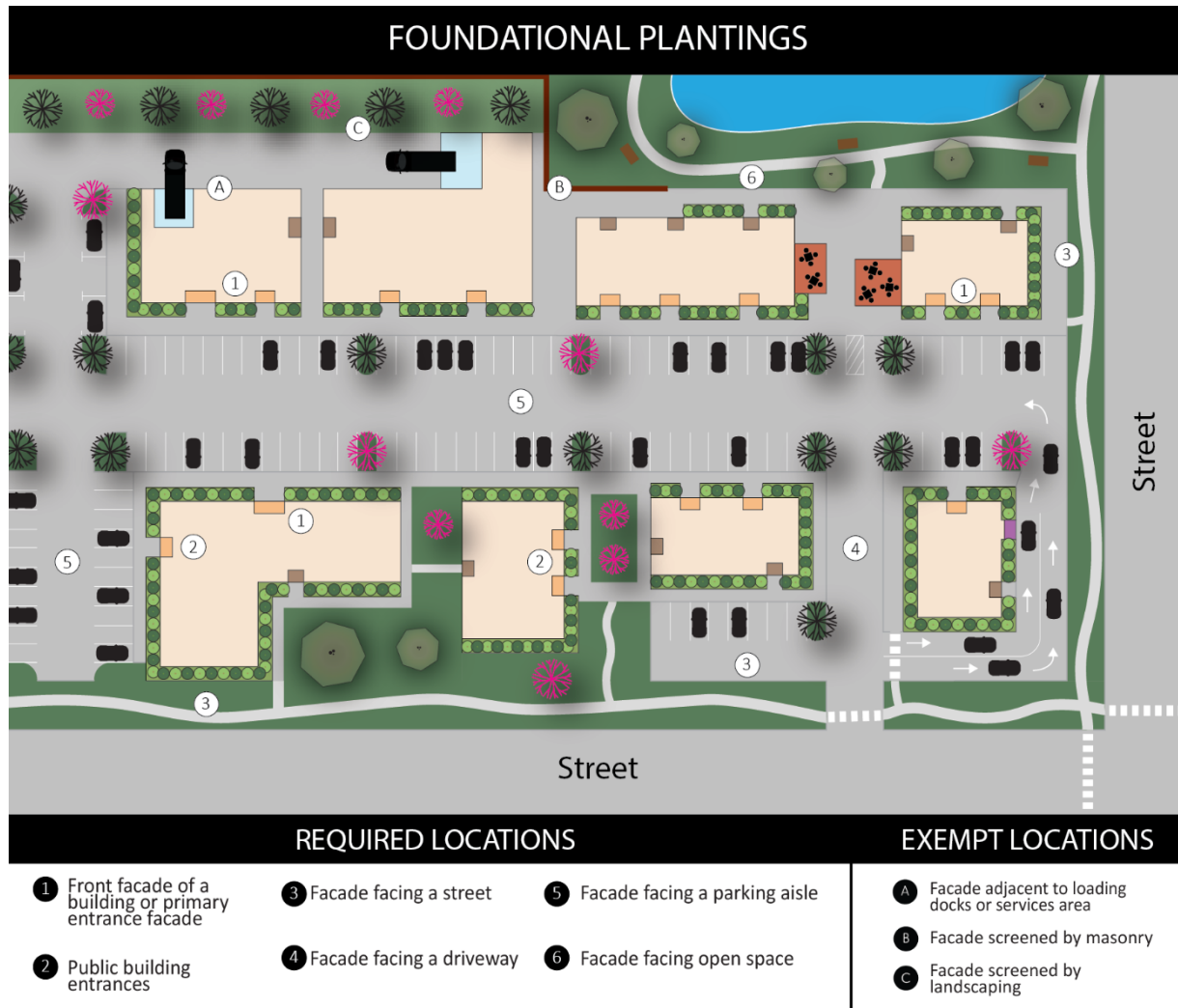


Illustration purposes only



Illustrations Are Not to Scale - For Visual Purposes Only

SECTION 7

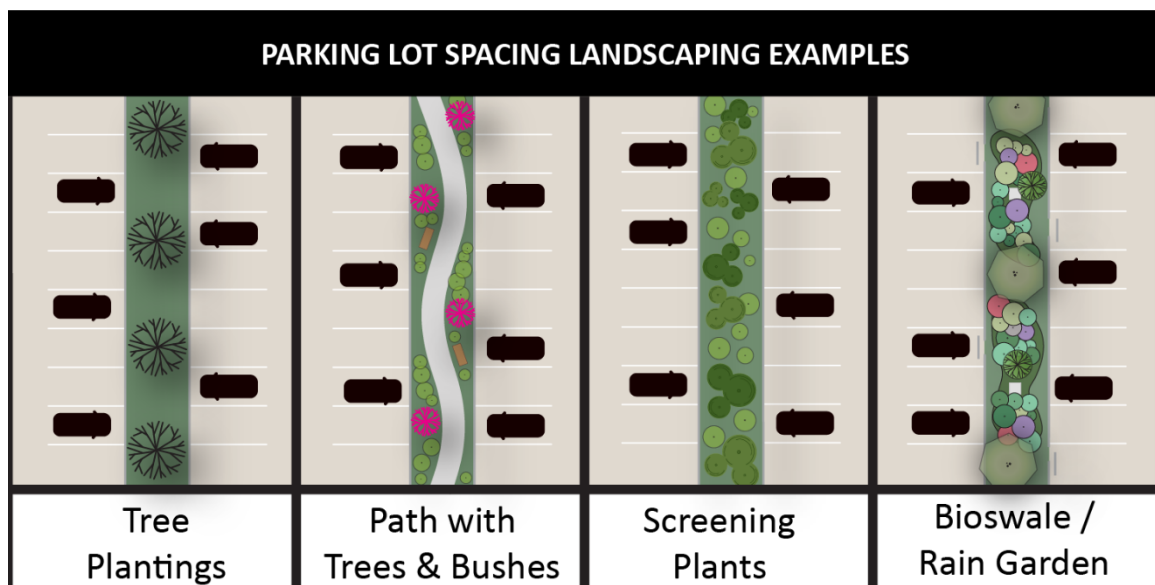
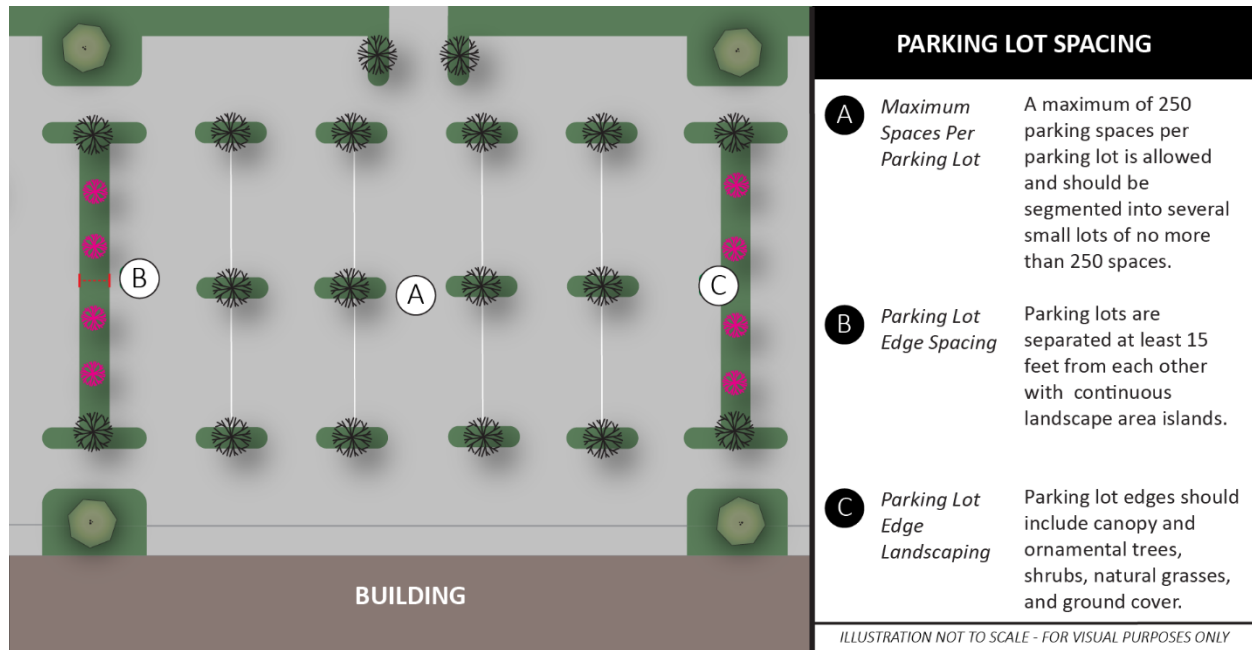
Section 82-243, "Parking area landscaping," of Division 2, "Landscaping," of Article V, "Landscaping and screening," of Chapter 82, "Development standards," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by adding subsection (f) and (g):

"Sec. 82-243. Parking area landscaping.

- d. Landscaped areas within parking lots shall count toward satisfying section 82-241 related to street yard landscaping.

- f. *Parking Lot Spacing.* A maximum of 250 parking spaces is permitted per parking lot. Each parking lot should be separated by at least 15 feet from one

another using continuous landscape area islands. Parking lot edges should include canopy and ornamental trees per section 94-63 and aesthetically designed perimeter shrubs, natural grasses, and ground cover to soften and screen parking lots.



g. *Parking mitigation requirement.* Developments approved for excess parking must comply with section 82-73(11)."

SECTION 8

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 9

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

SECTION 10

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Code of Ordinances, Town of Flower Mound, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 11

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 12

This Ordinance shall be in full force and effect from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF [REDACTED] TO [REDACTED], ON THIS THE 2ND DAY OF MARCH, 2026.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



TOWN COUNCIL AGENDA L.1. BOARDS/COMMISSIONS

DATE: March 2, 2026
FROM: Traci Henderson, Town Secretary
ITEM: **Discuss and consider approval of a resolution to nominate an individual to be voted on by taxing jurisdictions to fulfill a vacancy on the Board of Directors for the Denton Central (DCAD) Appraisal District.**

BACKGROUND: The Denton Central Appraisal District Board of Directors has received notification of the passing of Board Member Ann Pomykal, Place 4. Ms. Pomykal was an appointed member of the DCAD Board of Directors whose term ends on December 31, 2029.

According to the Texas Property Tax Code, a vacancy at DCAD by an appointed member falls under Section 6.0301(f), which states:

"(f) If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy.

If Town Council chooses to pass a nominating resolution to fill this vacancy, the deadline to submit the resolution to the Chief Appraiser is **Monday, March 30, 2026**. Following this deadline, the Chief Appraiser will prepare a list of all submitted nominees, and the current Board of Directors shall appoint one of the nominees by majority vote to fill the vacancy.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: 1. Nominate one citizen to be considered by the DCAD Board of Directors to fulfill a vacancy.
2. Take no action.

FISCAL IMPACT: N/A

LEGAL REVIEW: No alteration to the legal content of this resolution was made, which had originally been approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Vacancy Email Notification
2. Resolution

DRAFT MOTION: Move to nominate _____ to fulfill a vacancy on the Denton County Appraisal District (DCAD) Board of Directors, Place 4, with a term expiring December 31, 2029.

From: [Don Spencer](#)
Subject: [EXTERNAL] *Communication from the Chief Appraiser – Notice of Board Vacancy and Call for Nominations – Place 4– §6.03 Texas Property Tax Code*
Date: Friday, February 13, 2026 10:28:43 AM

To the Governing Bodies of the Eligible Taxing Units,

The Denton Central Appraisal District Board of Directors is deeply saddened and regrets to inform you of the passing of **Ann Pomykal**, Board Member, **Place 4**, earlier this week. We are grateful for Ms. Pomykal's dedicated service to the taxpayers of Denton County and for the leadership she provided during her tenure on the Board. She will be greatly missed.

Ms. Pomykal was an entity-appointed member of the DCAD Board of Directors. Her passing creates a vacancy on the Board that must be filled in accordance with Texas Property Tax Code §6.03.

This email serves as your official notification of the vacancy and notice of eligibility to nominate one person to fill the unexpired term for Place 4.

Pursuant to §6.03, each taxing unit that is entitled to vote may nominate, by resolution adopted by its governing body, one candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the Chief Appraiser within **45 days** after notification of the vacancy.

If your governing body chooses to pass a nominating resolution to fill this vacancy, the deadline to submit the resolution to the Chief Appraiser is **March 30, 2026**.

Following the nomination deadline, the Chief Appraiser will prepare a list of all submitted nominees, and the DCAD Board of Directors will appoint one of the nominees by majority vote to fill the vacancy.

NOTE If possible, when submitting a nominating resolution, please also include basic contact information for the nominee (such as phone number and email address). This will allow District staff to contact the nominee prior to the Board meeting and collect any necessary background or informational materials for inclusion in the board packet.

Please feel free to contact me if you have any questions.

Sincerely,

Don Spencer, RPA, RTA
Chief Appraiser
Denton Central Appraisal District
don.spencer@dentoncad.com

(940)349-3978

"He must increase, but I must decrease." John 3:30



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TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. XX-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING THE TOWN OF FLOWER MOUND'S NOMINATION TO FULFILL A VACANCY FOR THE ELECTION OF THE BOARD OF DIRECTORS FOR THE DENTON CENTRAL APPRAISAL DISTRICT (DCAD), AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Denton County Appraisal District notified entities on February 13, 2026 of a vacancy on their Board of Directors; and

WHEREAS, the Texas Property Tax Code Section 6.0301(f) states "If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy."; and

WHEREAS, it is the desire of the Town Council of the Town of Flower Mound, Texas, to nominate the following individual for a vacant term that ends 12/31/2029.

PLACE	NAME	ADDRESS
4		

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Flower Mound and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS BY A VOTE OF ____ TO ____ ON THE ____ DAY OF
MARCH, 2026.**

ATTEST:

APPROVED:

Traci Henderson, TOWN SECRETARY

Cheryl Moore, MAYOR