

**AMENDED CREATION AND OPERATION AGREEMENT FOR
TRADITION MUNICIPAL UTILITY DISTRICT
NO. 2B OF DENTON COUNTY**

This Amended Creation and Operation Agreement for Tradition Municipal Utility District No. 2B of Denton County (this "Agreement") is entered into by the City of Fort Worth, Texas a home-rule municipal corporation situated in Tarrant, Denton, Johnson, Parker and Wise Counties, Texas, (the "City"), acting by and through its duly authorized Assistant City Manager, and Tradition Municipal Utility District No. 2B of Denton County, a municipal utility district created pursuant to Article XVI, Section 59, of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, and Chapter 8189, Texas Special District Local Laws Code (the "District"), effective January 12, 2016 (the "Effective Date").

ARTICLE I
RECITALS

A. SLF IV-114 Assemblage, L.P., a Texas limited partnership ("Owner" or "Stratford") is the owner of approximately 662.91 acres in Denton County, Texas, as shown on Exhibit A and described in Exhibit B attached to this Agreement (the "Property"). The Property lies entirely in the City's extraterritorial jurisdiction ("ETJ") and within the boundaries of the District.

B. Tradition Municipal Utility District No. 2 of Denton County ("Tradition MUD No. 2") encompassing approximately 1,922.237 acres of land in Denton County, Texas in the extraterritorial jurisdiction of the City of Fort Worth, was created by the Texas Legislature by Act of May 23, 2007, 80th Legislature, Regular Session, Chapter 752, codified as Special District Local Laws Code, Chapter 8189, effective September 1, 2007 (the "District Legislation").

C. The City, Tradition MUD No. 2 and the owners of all land within Tradition MUD No. 2 entered into that certain Agreement Concerning Creation and Operation of Tradition Municipal Utility District No. 2 of Denton County, City Secretary Contract No. 37136, which was approved by the City Council on December 18, 2007 (the "Original Creation Agreement").

D. By election held on May 9, 2015, Tradition MUD No. 2 was divided into Tradition Municipal Utility District No. 2A of Denton County, containing approximately 1,259.89 acres of land, and the District.

E. When the Original Creation Agreement was approved by the City, the Property was located in an area for which Aqua Utilities, Inc., a Texas corporation ("Aqua Texas"), held Certificate of Convenience and Necessity ("CCN") No. 13201 (formerly 11157) to provide retail water service, except for an approximately 97-acre tract for which Suetrak USA Company, Inc. ("Suetrak") held water CCN No. 11916.

F. When the Original Creation Agreement was approved by the City, the 97-acre tract in Suetrak's water CCN was also included in Suetrak sewer CCN No. 20629. None of the remaining Property is included in a wastewater CCN.

G. The Public Utility Commission of Texas entered an order releasing the Property from Suetrak's water and sewer CCNs, on August 21, 2015, Docket No. 44666.

H. The PUC entered an order releasing the Property from Aqua Texas' water CCN, Docket No. 44667, on September 11, 2015.

I. The PUC entered an order dated December 10, 2015, Docket No. 45244, determining that no compensation is owed to Aqua Texas for the Property that was covered by the Aqua Texas water CCN.

J. The PUC entered an order dated January 7, 2016, Docket No. 45292, determining that no compensation is owed to Suetrak for the Property that was covered by the Suetrak CCN's.

K. The City's Water Department issued a "will serve" letter to Owner dated March 17, 2015, confirming that the City will provide retail water and sewer service to the Property on the terms set out in such letter.

L. It is advisable to amend the Original Creation Agreement with respect to water and wastewater service to the Property and to make other revisions consistent with Stratford's plans for development of the Property by Stratford or its assigns or successors, including future owners and developers.

M. This Agreement supersedes and replaces the Original Creation Agreement with respect to the Property contained in the District, only. The Original Creation Agreement will remain in effect with respect to the property contained in Tradition Municipal Utility District No. 2A of Denton County.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

ARTICLE II **DEFINITIONS**

“Attorney General” means the Attorney General of the State of Texas.

“Board” means the Board of Directors of the District.

“Bond” means (a) any instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by the District, or (b) any other type of obligation that (1) is issued or incurred by the District under the District's borrowing power, without regard to whether it is subject to annual appropriation, and (2) is represented by an instrument issued in bearer or registered form or is not represented by an

instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of the District. The term shall include obligations issued to refund outstanding Bonds, but shall not include reimbursement agreements entered into between the District and a developer of the Property or bond anticipation notes.

“Bond Limit Amount” means the maximum amount of Bonds, excluding refunding Bonds, that may be issued by the District pursuant to Section 4.04 of this Agreement.

“City Objection” means an objection by the City to a Bond issue as defined in Section 4.10 of this Agreement

“Consent Resolution” means Resolution No. 3568-12-2007 adopted December 18, 2007 by the City Council approving creation of Tradition MUD No. 2, consenting to the Road Project as defined in the District Legislation, and approving the Original Creation Agreement.

“Development Agreement” means that certain Development Agreement between the City and SLF IV-114 Assemblage, L.P. dated January 12, 2016 (City Secretary Contract No. 47497), amending that that certain Development Agreement between the City and Aperion Communities, LLLP, Eladio Properties, LLLP, Drooy Properties, LLLP, Rocksand Investments, LLLP, Justin Ranch 427, LLLP, and Justin Ranch 123, LLLP dated May 21, 2008 (City Secretary Contract No. 37127) with respect to the Property only.

“Finance Director” means the Director of the City’s Finance Department.

“Notice” means notice as defined in Section 11.01 of this Agreement.

“Original Creation Agreement” means that certain Agreement Concerning Creation and Operation of City of Fort Worth Municipal Utility District No. 2 of Denton County entered into by the City and the previous owners of the Property, Aperion Communities, LLLP, Eladio Properties, LLLP, Drooy Properties, LLLP, Rocksand Investments, LLLP, Justin Ranch 427, LLLP, and Justin Ranch 123, LLLP effective December 18, 2007 (City Secretary Contract No. 37136).

“Party” means the City or the District.

“Property” means that certain 662.91-acre tract located in Denton County, Texas as shown on Exhibit A and described on Exhibit B.

“PUC” means the Public Utility Commission of Texas or its successor state agency.

“Road Project” means the construction, acquisition, improvement, maintenance, and operation of all macadamized, graveled, or paved roads and turnpikes and improvements in aid of such roads and turnpikes located within the District and shown on any final plat approved by the City’s Plan Commission for the Property.

“TCEQ” means the Texas Commission on Environmental Quality or its successor state agency.

ARTICLE III
CITY CONSENTS; EXECUTION OF DOCUMENTS

3.01 City Consents. The City reaffirms its consents to (a) the creation of Tradition MUD No. 2; (b) division of Tradition MUD No. 2 into Tradition Municipal Utility District No. 2A of Denton County and the District; and (c) the District's undertaking of the Road Project.

3.02 Execution of Documents. Within ninety (90) days after the Effective Date of the Development Agreement, the Board shall approve, execute, and deliver to the City a joinder instrument by which the District shall confirm and adopt the applicable terms and provisions of the Development Agreement, in substantially the form attached hereto as Exhibit C (the "Joinder Agreement").

ARTICLE IV
ISSUANCE OF BONDS AND CONSENT TO ROAD PROJECT

4.01 Issuance of Bonds. The District may issue Bonds as permitted by law and this Agreement. Except as authorized by this Agreement, the District shall not issue Bonds without prior approval of the City Council.

4.02 Purposes. The purposes for which the District may issue Bonds shall be restricted to the following:

- (a) Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:
 - (i) Provide a water supply for the District for municipal, domestic, and commercial uses;
 - (ii) Collect, transport, process, dispose of, and control all domestic, commercial, industrial, or communal wastes from the District, whether in fluid, solid, or composite state;
 - (iii) Gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; and
 - (iv) Undertake the Road Project as set forth in Section 4.04;
- (b) Payment of organization expenses, initial operation expenses, cost of issuance, interest during construction and capitalized interest;
- (c) Establishment, operation, and maintenance of a fire department to perform fire-fighting services within the District; and

- (d) Refunding of any outstanding Bonds of the District for a debt service savings; provided, however, that any such refunding Bonds otherwise satisfy the requirements of this Agreement.

4.03 Limitations on Bonds. The District acknowledges that but for this Agreement, pursuant to Section 54.016 of the Water Code, the City's consent to inclusion of the Property within the District could include restrictions on the purposes for which the District may issue Bonds and that those restrictions could entirely prohibit issuance of Bonds for roads. The District also acknowledges that Section 8189.102(c) of the District Legislation provides that the District may not undertake a road project unless the City consents by ordinance or resolution.

4.04 Road Project. Notwithstanding the restrictions otherwise permitted by Section 54.016 of the Water Code (as referenced in Section 4.03 of this Agreement), the City acknowledges that the District has the power to undertake the Road Project within the District in accordance with Section 8189.102(c) of the District Legislation and that the City has consented to the Road Project by adoption of the Consent Resolution, subject to the terms of this Agreement. This Agreement hereby authorizes and further consents to the District undertaking the Road Project within the District and to the issuance by the District of Bonds for the Road Project. In consideration for the City's consent to the Road Project, the District agrees that the total amount of Bonds issued by the District for all purposes (excluding refunding Bonds) shall not exceed \$121,334,400 (the "Bond Limit Amount"), unless specifically approved by the City Council. The District acknowledges that the Bond Limit Amount is sufficient to accomplish the purposes of the District and that the District has voluntarily agreed to the Bond Limit Amount in consideration for the City's consent to the Road Project. District facilities, if any, the cost of which exceeds the Bond Limit Amount will be dedicated to the District without reimbursement unless otherwise approved by the City Council.

4.05 Bond Requirements. The District shall obtain all necessary authorizations for Bonds issued to finance the acquisition or construction of facilities and infrastructure for the benefit of the District in accordance with this Agreement and laws applicable to the District. All Bonds issued by the District shall comply with the following requirements:

- (a) Maximum maturity of 25 years for any one series of Bonds; and
- (b) Interest rate that does not exceed three percent (3%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of the sale of such Bonds is given; and
- (c) The Bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District without City Council approval; and
- (d) Any refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the

refunding Bonds may not extend beyond the latest maturity of the refunded Bonds unless approved by the City Council; and

- (e) No Bonds shall be issued having an issuance date more than fifteen (15) years after the first final plat containing any portion of the Property is recorded in the Denton County plat records, without the City's written approval.

4.06 Certifications. With respect to any matter required by this Article IV to be certified in writing, this Agreement also requires, and the District hereby warrants, that every statement in any certification shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District.

4.07 Economic Feasibility. Before submission of an application for approval of issuance of Bonds to the TCEQ or the Attorney General, the District's financial advisor shall certify in writing to the City Secretary, City Manager, and Finance Director that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ or the Attorney General, as applicable, for districts issuing bonds for water, sewer, drainage or road facilities in Denton County.

4.08 Notice of Bond Issues. At least thirty (30) days before submission of an application for approval of issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall deliver to the City Secretary, City Manager, and Finance Director the certification required by Section 4.07 and Notice containing: (a) the amount of Bonds being proposed for issuance; (b) a description of the projects to be funded and/or the Bonds to be refunded by such Bonds; (c) the proposed debt service schedule and District tax rate after issuance of the Bonds; and (d) cumulative debt service schedule including all bonds issued by the District. If the District is not required to obtain TCEQ approval of the issuance of the Bonds, the District shall deliver such certification and Notice to the City Secretary, City Manager, and Finance Director at least sixty (60) days prior to issuance of Bonds, except refunding Bonds, by the District.

4.09 Compliance with Agreements. At least thirty (30) days before submission of an application for approval of issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall certify in writing to the City Secretary, City Manager, and Finance Director that the District is not in breach of any material provision of the Consent Resolution or this Agreement. Material provisions include, but are not limited to, Sections 4.01, 4.02, 4.04, 4.05 and 4.06 and Articles VI and VII.

4.10 Bond Objections. The City shall have a period of sixty (60) days after receiving the last of the certifications and Notices required by Sections 4.08 and 4.09 of this Agreement within which to object to the Bonds. If the City fails to object to a proposed Bond issue within such 60-day period, the City shall be deemed to have waived all objections. The only basis for an objection by the City to a proposed Bond issue shall be that the District is in default of a material provision of the Consent Resolution or this Agreement. If the City objects to a proposed Bond issue (a "City Objection"), such objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee,

and (d) shall specifically identify the material provision(s) of the Consent Resolution or this Agreement, of which the District is in default. It shall not be a basis for a City Objection that the City disagrees with the District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ, the Attorney General, or successor governmental agency. If approval from the TCEQ or the Attorney General is not required, the City reserves the right to object to the financial feasibility of the Bonds. In the event a City Objection is timely given to the District (as required by this section) with respect to a specific Bond application, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the Bond application to which the City Objection applies shall be delayed until the City Objection has been cured or waived. Unless otherwise cured by written agreement of the Parties, a City Objection shall be deemed cured if (x) the District files a petition seeking declaratory judgment in state district court, (y) thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to the City's right to intervene in, such a declaratory judgment action, and (z) the district court determines that the District is not in default with respect to any material provision of the Consent Resolution or this Agreement, or, alternatively, finds that if such a default had previously occurred, the default has been cured. A City Objection may be waived by the City at any time.

4.11 Official Statements. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary, City Manager, and Finance Director a copy of the final official statement for such series of Bonds. If the City requests additional information regarding such issuance of the Bonds, the District shall promptly provide such information at no cost to the City.

ARTICLE V **REPORTING REQUIREMENTS**

The District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Secretary, City Manager, and Finance Director within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Secretary, City Manager, and Finance Director within thirty (30) days after approval by the Board; and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Secretary, City Manager, and Finance Director within thirty (30) days after filing such notices with the applicable federal agency.

ARTICLE VI **AREA OF, AND LIMITATIONS ON, SERVICE**

The District shall not sell or deliver services to areas outside the District without prior City Council approval; provided, however, the District may serve a maximum of ten (10) retail residential water connections outside the District with the Water Director's written approval.

ARTICLE VII
CONVERSION, ANNEXATION OR DISANNEXATION BY DISTRICT

The District shall not: (a) annex any additional lands to the District; (b) convert into another type of district; (c) consolidate with another district; (d) divide into two or more new districts; or (e) seek additional governmental powers beyond those in the District Legislation without prior City Council approval.

ARTICLE VIII
ANNEXATION OF DISTRICT BY CITY

8.01 General Terms. The Parties acknowledge and agree that the Property lies wholly within the City's ETJ; is not bordered by another city, town, or village; and is not currently included in the City's annexation plan. The Parties further acknowledge that the creation of the District, and the City's consent thereto, are for purposes that include promoting the orderly development and extension of City services to the Property upon annexation.

8.02 Incorporation. In furtherance of the purposes of this Agreement, the District covenants and agrees to the extent allowed by law that, except upon written consent of the City Council, the District will not (a) seek or support any effort to incorporate the Property or any part thereof; or (b) sign, join in, associate with, or direct to be signed any petition seeking to incorporate any of the Property or seeking to include any of the Property within the boundaries of any other incorporated entity.

8.03 Notice. Within thirty (30) days after the Effective Date, the District shall file in the real property records of Denton County a notice in the form of Exhibit D attached to this Agreement stating that the City has the authority to annex the District subject to the limitations set forth in Section 8.05. This notice shall be in addition to the notice required under Section 49.452 of the Texas Water Code.

8.04 Annexation of Portions of Property. The District agrees to cooperate with and assist the City in annexing one or more areas in the manner prescribed by law which does not result in the dissolution of the District, each of which may not exceed 525 feet in width at its widest point or such other width limitation subsequently imposed by law, as reasonably necessary for the City to connect areas to the City that are outside the District and that the City intends to annex. Notwithstanding the zoning designation approved for the annexed area, such area can be developed and used in accordance with the Development Agreement.

8.05 Full Purpose Annexation. The City will not annex the Property for full purposes any earlier than the first to occur of (a) the date that construction of water, sanitary sewer, drainage and road facilities to serve 90% of the Property is complete; (b) the dissolution of the District (other than as a result of annexation by the City); or (c) twenty (20) years after approval by the City of the first preliminary plat for any portion of the Property, excluding preliminary plats that include a portion of the north/south roadway depicted as Community Parkway in Exhibit G attached to the Development Agreement that will be constructed as a condition for

developing property within Tradition Municipal Utility District No. 1 of Denton County and do not include any other platted lots within the Property. If the City elects to annex the Property, the City must annex all of the Property simultaneously. The City may not annex the Property in phases.

8.06 Reimbursement Agreements. The District will not enter into any developer reimbursement agreements or agreements for new projects or extraordinary expenses, except as necessary for continued operation and maintenance of existing District facilities, after publication of the first notice of proposed full purpose annexation of the District by the City (which first publication shall not occur earlier than the date provided in the Development Agreement), other than an annexation pursuant to Section 8.04 of this Agreement. The District further agrees that any developer reimbursement agreements entered into by the District in violation of this requirement shall be void.

ARTICLE IX **TERM OF AGREEMENT**

This Agreement shall be effective from the Effective Date and shall continue in effect until the District is annexed for full purposes and dissolved by the City or until terminated in writing by mutual agreement of the City and the District.

ARTICLE X **BREACH, NOTICE AND REMEDIES**

10.01 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

10.02 Cure of Breach. The breaching Party shall commence curing such breach within fourteen (14) calendar days after the time the breaching Party receives such Notice and complete the cure within 14 calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such 14-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the default within such 14-day period and diligently completes the cure within a reasonable time without unreasonable cessation of the work.

10.03 Remedies for Breach. If the breaching Party does not substantially cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, injunctive relief, and other remedies described in this Agreement; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement and each Party specifically waives any right such Party has or in the future may have to terminate this Agreement. It is understood and agreed that no Party will seek or recover actual, consequential or any other type of monetary damages or awards, including but not limited to attorney's fees, in the event that any Party brings suit under or related to this Agreement.

10.04 Governmental Powers; Waiver of Immunity. By execution of this Agreement, neither the City nor the District waives or surrenders any of their respective governmental powers, immunities or rights, except as specifically waived pursuant to this section. The City and the District mutually waive their governmental immunity from suit and liability only as to any action brought by a Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City or the District has with respect to suits against the City or the District by persons or entities not a party to this Agreement.

ARTICLE XI **ADDITIONAL PROVISIONS**

11.01 Notice. Any notices, certifications, approvals, or other communications (a “Notice”) required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this Section 11.01.

To the City:

City of Fort Worth, Texas
1000 Throckmorton Street
Fort Worth, Tx. 76102
Attn: City Secretary
FAX: 817-392-6196

City of Fort Worth, Texas
1000 Throckmorton Street
Fort Worth, Tx. 76102
Attn: City Manager
FAX: 817-392-6134

City of Fort Worth, Texas
1000 Throckmorton Street
Fort Worth, Tx. 76102
Attn: Planning and Development Director
FAX: 817-392-7985

City of Fort Worth, Texas
1000 Throckmorton Street
Fort Worth, Tx. 76102
Attn: City Attorney
FAX: 817-392-8359

City of Fort Worth, Texas
1000 Throckmorton Street
Fort Worth, Tx. 76102
Attn: Finance Director
FAX: 817-392-8966

City of Fort Worth, Texas
1000 Throckmorton Street
Fort Worth, Tx. 76102
Attn: Transportation and Public Works Director
FAX: 817- 871-7895

To the District:

Tradition Municipal Utility District No. 2B of Denton County
c/o: Coats Rose
14755 Preston Road, Suite 600
Dallas 75254
Attn: Mindy Koehne
FAX: 972-982-8451

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

11.03 City Consent and Approval. In any provision of this Agreement that provides for the consent or approval of the City staff or City Council, such consent or approval may be

withheld or conditioned by the staff or City Council at its sole discretion, except as provided in Section 4.10.

11.04 Governing Law and Venue. THIS AGREEMENT MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN TARRANT COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF TARRANT COUNTY, TEXAS, AND HEREBY AGREE THAT ANY SUCH COURTS SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.

11.05 Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been authorized to do so.

11.06 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

11.07 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend the Agreement in such a manner that is most consistent with the original intent of the Agreement as legally possible.

11.08 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon the request of any other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

11.09 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

11.10 Assignment. Neither the District nor the City may assign this Agreement without the written consent of the other Parties.

11.11 Amendment. This Agreement may be amended only with the approval of the City Council and the Board.

11.12 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

11.13 No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

11.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Map of the Property
Exhibit B	Legal Description of the Property
Exhibit C	Joinder Agreement
Exhibit D	Annexation Notice

11.15 Conspicuous Provisions. The City and the District acknowledge that the provisions of this Agreement set out in **bold, CAPITALS** (or any combination thereof) satisfy the requirements for the express negligence rule and/or are conspicuous.

11.16 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

11.17 Texas 811. The District shall become a member of Texas 811 f/k/a Dig TESS, excluding water and sewer infrastructure owned and operated by the City.



ATTEST:

Mary J. Kayser
Mary J. Kayser, City Secretary

CITY OF FORT WORTH

By: Fernando Costa
Fernando Costa, Assistant City Manager

Date: 1/27/16

APPROVED AS TO FORM AND
LEGALITY:

Melinda Rums
Assistant City Attorney

**TRADITION MUNICIPAL UTILITY
DISTRICT NO. 2B OF DENTON COUNTY**

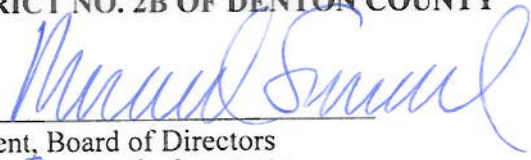
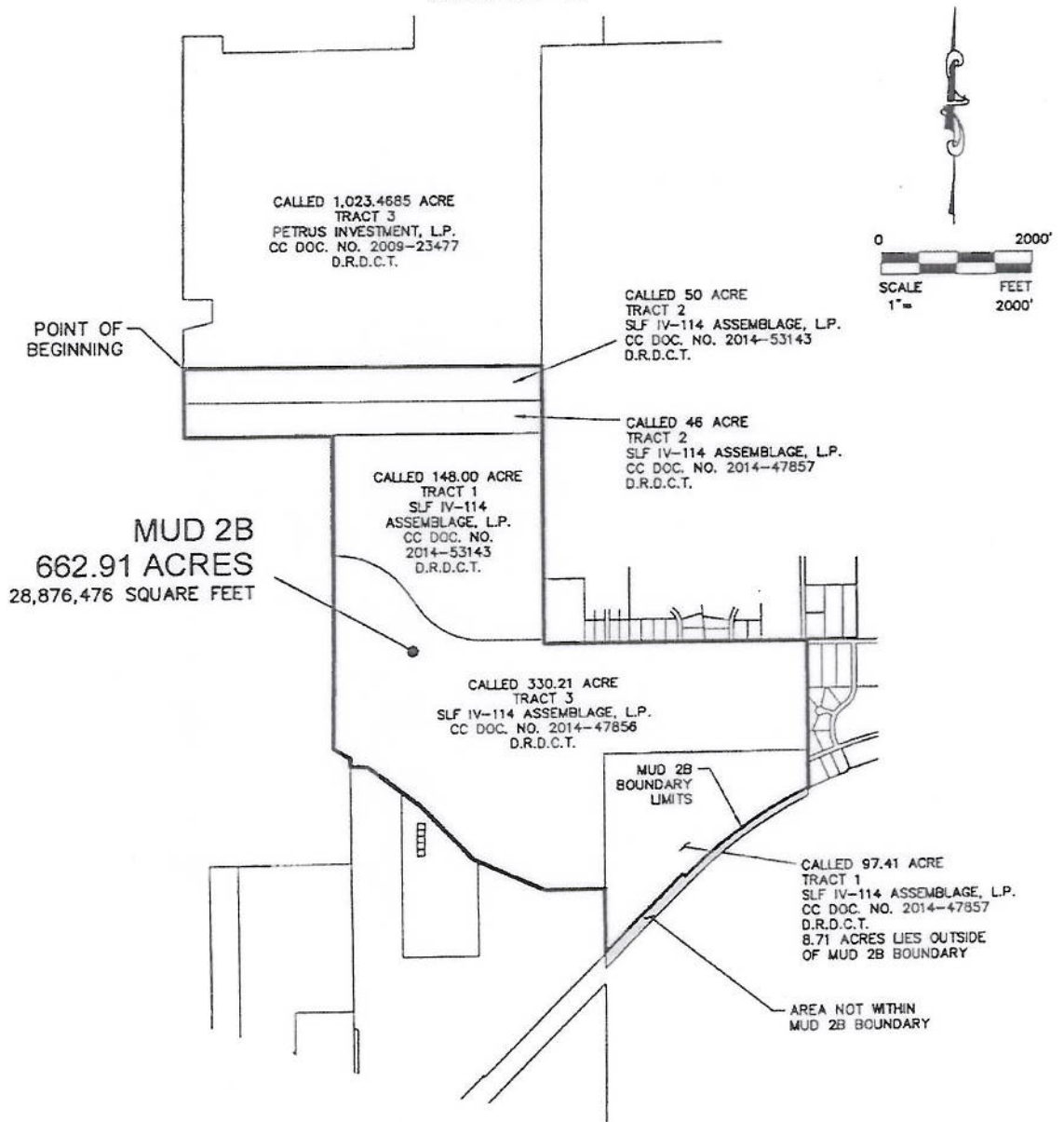
By: 
President, Board of Directors
Date: January 21, 2016

Exhibit A
Map of the Property

EXHIBIT 'A'



B000788.003

PAGE 5 OF 5

A metes and bounds description of even date accompanies this drawing.

JUNE 4, 2015

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
FIRM REGISTRATION 10098100



TRADITION
MUD 2B
DENTON COUNTY, TEXAS

PLOTTED BY: Buzpra, Brandon On: Tuesday, June 04, 2015 At: 2:40 PM FILE PATH: G:\Production\000\600700\B000788\Survey\CA\003\Drawings\Exhibits\B000788.003 MUD 2B Exhibit.dwg

Exhibit B
Legal Description of the Property

MUD 2B

METES & BOUNDS

BEING a 662.91 acre tract of land situated in the William D. Redd Survey, Abstract No. 1125, the James Cheshier Survey, Abstract No. 225, and the Guadalupe Cardinas Survey, Abstract No. 214, Denton County, Texas, said tract being all of a called 50.00 acre tract of land described as "Tract 2" in deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-53143, Deed Records of Denton County, Texas (D.R.D.C.T.), and also being all of a called 46.00 acre tract of land described as "Tract 2" in deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-47857, D.R.D.C.T., and also being all of a called 148.00 acre tract of land described as "Tract 1" in said deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-53143, D.R.D.C.T., also being all of a called 330.21 acre tract of land described as "Tract 3" in said deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-47856, D.R.D.C.T., and also being a part of a called 97.41 acre tract of land described as "Tract 1" in said deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-47857, D.R.D.C.T., said 662.91 acre tract being more particularly described as follows:

BEGINNING at a found P.K. Nail in asphalt within Sam Reynolds Road (variable width) for the northwest corner of said 50.00 acre tract;

THENCE North 89 degrees 56 minutes 13 seconds East, along the north line of said 50.00 acre tract, a distance of 4,660.47 feet to a found 1/2-inch iron rod with plastic cap stamped "RPLS 5439" (herein referred to as "with cap") for the northeast corner of said 50.00 acre tract;

THENCE South 00 degrees 02 minutes 37 seconds East, along the east line of said 50.00 acre tract, a distance of 27.00 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 11 minutes 59 seconds West, continuing along the east line of said 50.00 acre tract, a distance of 185.95 feet to a 60D nail for an angle point;

THENCE South 01 degree 01 minute 11 seconds East, continuing along the east line of said 50.00 acre tract, a distance of 186.02 feet to a found 1/2-inch iron rod with red cap stamped "ALLIANCE" for an angle point;

THENCE South 00 degrees 18 minutes 15 seconds East, continuing along the east line of said 50.00 acre tract, a distance of 68.40 feet to a found 1/2-inch iron rod with yellow cap stamped "RPLS 5439" for the southeast corner of said 50.00 acre Johnson Bank tract and the northeast corner of said 46.00 acre tract;

THENCE South 00 degrees 19 minutes 44 seconds East, along the east line of said 46.00 acre tract, a distance of 117.99 feet to a found 1/2-inch iron rod with cap for an angle point;

THENCE South 00 degrees 16 minutes 02 seconds East, continuing along the east line of said 46.00 acre tract, a distance of 185.64 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 14 minutes 59 seconds East, continuing along the east line of said 46.00 acre tract, a distance of 126.10 feet to a found 1/2-inch iron rod with cap for the southeast corner of said 46.00 acre tract and the northeast corner of said 148.00 acre tract;

continued next page...

B000788.003

PAGE 1 OF 5

A drawing of even date accompanies this metes and bounds description.

JUNE 4, 2015

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
FIRM REGISTRATION 10098100



TRADITION
MUD 2B
DENTON COUNTY, TEXAS

PLOTTED BY: BULKARD, BRANDON, CNS, Thursday, June 04, 2015 AT: 2:29 PM FILEPATH: G:\P\producer\500\000\DEV\B000788\Survey\DA\103\Drawing\EXHIBIT\B000788-003 MUD 2B EXHIBIT.dwg

MUD 2B

METES & BOUNDS

continued...

THENCE South 00 degrees 25 minutes 32 seconds East, along the east line of said 148.00 acre tract, a distance of 60.38 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 03 minutes 07 seconds West, continuing along the east line of said 148.00 acre tract, a distance of 186.20 feet a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 28 minutes 16 seconds East, continuing along the east line of said 148.00 acre tract, a distance of 186.11 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 08 minutes 31 seconds East, continuing along the east line of said 148.00 acre tract, a distance of 371.95 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 16 minutes 37 seconds East, continuing along the east line of said 148.00 acre tract, a distance of 558.49 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 12 minutes 23 seconds East, continuing along the east line of said 148.00 acre tract, a distance of 186.22 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 21 minutes 29 seconds East, continuing along the east line of said 148.00 acre tract, a distance of 1,198.93 feet to a found 1/2-inch iron rod with cap for the southeast corner of said 148.00 acre tract and an ell corner of said 330.21 acre tract;

THENCE South 00 degrees 21 minutes 42 seconds East, along the northerly line of said 330.21 acre tract, a distance of 55.05 feet to a found Mag nail with shiner in asphalt within Sam Reynolds Road (variable width);

THENCE North 89 degrees 56 minutes 15 seconds East, along the north line of said 330.21 acre tract, a distance of 3,409.24 feet to a found 60D nail with shiner in asphalt within said Sam Reynolds Road for the northeast corner of said 330.21 acre tract;

THENCE South 00 degrees 15 minutes 21 seconds East, along east line of said 330.21 acre tract, a distance of 1,482.10 feet to a found 1/2 inch iron rod for the most easterly southeast corner of said 330.21 acre tract and the northeast corner of said 97.41 acre tract;

THENCE South 00 degrees 24 minutes 47 seconds East, along the east line of said 97.41 acre tract, a distance of 509.06 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" for the northeast corner of a called 17.852 acre easement tract of land described in Agreed Judgment, No. CV-93-00004-C, as recorded in County Clerk Document No. 2014-46905, D.R.D.C.T., and in Volume 66, Page 104, Denton County District Court Records, said corner being on a circular curve to the left, having a radius of 5,829.65 feet and whose chord bears South 54 degrees 04 minutes 45 seconds West, a distance of 1,951.17 feet;

THENCE Southwesterly, along said 17.852 acre easement tract and said curve to the left, through a central angle of 19 degrees 16 minutes 03 seconds, an arc distance of 1,960.39 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" for the end of said curve;

THENCE South 44 degrees 26 minutes 44 seconds West, continuing along said 17.852 acre easement tract, a distance of 27.66 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" for corner;

continued next page...

B000788.003

PAGE 2 OF 5

A drawing of even date accompanies this metes and bounds description.

JUNE 4, 2015

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
FIRM REGISTRATION 10098100



TRADITION
MUD 2B
DENTON COUNTY, TEXAS

PLOTTED BY: Bullard, Brandon; C:\Users\Bullard; June 04, 2015 AT: 2:29 PM FILE PATH: G:\Production\500\000700\B000788\Survey\DA\003\Drawings\EXHIBITS\B000788.003 MUD 2B Exhibit.dwg

MUD 2B

METES & BOUNDS

continued...

THENCE North 45 degrees 33 minutes 16 seconds West, continuing along said 17.852 acre easement tract, a distance of 50.00 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" for corner;

THENCE South 44 degrees 26 minutes 29 second West, continuing along said 17.852 acre easement tract, a distance of 1,446.34 feet to a found 5/8 inch iron rod for the northwest corner of said 17.852 acre easement tract and the northeast corner of a tract of land described in deed to The Atchison, Topeka and Santa Fe Railway Company, as recorded in County Clerk Document No. 93-20408, D.R.D.C.T.;

THENCE North 00 degrees 07 minutes 11 seconds West, along the west line of said 97.41 acre tract, a distance of 860.88 feet a found 1/2 inch iron rod with a plastic cap stamped "GOODWIN & MARSHALL" for the most southerly southeast corner of said 330.21 acre tract;

THENCE North 90 degrees 00 minutes 00 seconds West, along the southwest line of said 330.21 acre tract, a distance of 773.30 feet to a point for corner within Harriet Creek;

THENCE North 65 degrees 58 minutes 36 seconds West, continuing along the southwest line of said 330.21 acre tract, a distance of 1,029.91 feet to a found 5/8 inch iron rod with a plastic cap stamped "DUNAWAY ASSOC. LP" for corner within said Harriet Creek, from which a found 1/2 inch iron rod with a plastic cap stamped "GOODWIN & MARSHALL" bears North 66 degrees 30 minutes 20 seconds West, a distance of 0.74 feet;

THENCE North 44 degrees 08 minutes 03 seconds West, continuing along the southwest line of said 330.21 acre tract, a distance of 999.83 feet to a point for corner within said Harriet Creek;

THENCE North 52 degrees 34 minutes 22 seconds West, continuing along the southwest line of said 330.21 acre tract, a distance of 867.86 feet to a found 1/2 inch iron rod with a plastic cap stamped "GOODWIN & MARSHALL" for corner near the south bank of said Harriet Creek;

THENCE North 86 degrees 14 minutes 27 seconds West, continuing along the southwest line of said 330.21 acre tract, a distance of 222.13 feet to a found 5/8 inch iron rod with a plastic cap stamped "DUNAWAY ASSOC. LP" for an ell corner of said 330.21 acre tract;

THENCE North 00 degrees 22 minutes 44 seconds West, continuing along the southwest line of said 330.21 acre tract, a distance of 102.53 feet to a found 5/8 inch iron rod with a plastic cap stamped "DUNAWAY ASSOC. LP" for corner;

THENCE North 57 degrees 46 minutes 29 second West, continuing along the southwest line of said 330.21 acre tract, a distance of 253.45 feet to a found 1/2 inch iron rod for corner;

THENCE North 00 degrees 21 minutes 19 seconds East, along the west line of said 330.21 acre tract, a distance of 1,372.86 feet to a found PK nail for corner in the turn of an asphalt road known as Sam Reynolds Road;

continued next page...

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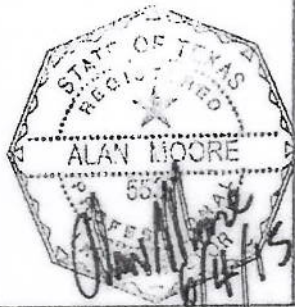
PAGE 3 OF 5

A drawing of even date accompanies this metes and bounds description.

JUNE 4, 2015

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
FIRM REGISTRATION 10098100



TRADITION
MUD 2B
DENTON COUNTY, TEXAS

PLOTTED BY: Barbara Branson Cox, Tuesday, June 04, 2015, AT 2:35 PM, FILEPATH: G:\Production\500\000001\500788\Survey\DA\003\Drawings\EX+B\B000788.003\MUD 2B D.M.B. dwg

MUD 2B

METES & BOUNDS

continued...

THENCE North 00 degrees 12 minutes 20 seconds West, continuing along the west line of said 330.21 acre tract, passing at a distance of 1,206.47 feet to a found Mag nail with shiner in asphalt within said Sam Reynolds Road for the northwest corner of said 330.21 tract, said corner being the southwest corner of said 148.00 acre tract, and continuing within said Sam Reynolds Road and along the west line of said 148.00 acre tract, a total distance of 2,782.96 feet to a found railroad spike for the an ell corner of said 148.00 acre tract;

THENCE South 89 degrees 52 minutes 21 seconds West, within said Sam Reynolds Road and along the westerly south line of said 148.00 acre tract, a distance of 1,909.35 feet to a found 5/8-inch iron rod for the most westerly southwest corner of said 148 acre tract;

THENCE North 00 degrees 09 minutes 08 seconds West, within said Sam Reynolds Road and along the west line of said 148.00 acre tract, passing at a distance of 18.67 feet a found 1/2-inch iron rod with cap for the most westerly northwest corner of said 148.00 acre tract, said corner being the southwest corner of said 46.00 acre tract, and continuing along the west line of said 46.00 acre tract, passing at a cumulative distance of 448.40 feet a found 1/2-inch iron rod within said Sam Reynolds Road for the northwest corner of said 46.00 acre tract and a southwest corner of said 50.00 acre tract, and continuing along the west line of said 50.00 acre tract, a total cumulative distance of 915.74 feet to the POINT OF BEGINNING and containing 28,876,476 square feet or 662.91 acres of land, more or less.

Bearings are based upon the Texas State Plane Coordinate System (NAD83), North Central Zone 4202, and are based upon GPS measurements made on the ground. Distance values are "surface" derived from grid data by utilizing the Denton County Surface Scale Factor of 1.00015063, as published by TxDOT.

B000788.003

PAGE 4 OF 5

A drawing of even date accompanies
this metes and bounds description.

JUNE 4, 2015

 **DUNAWAY**

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
FIRM REGISTRATION 10098100



TRADITION
MUD 2B

DENTON COUNTY, TEXAS

PLOTTED BY: Bulard, Brandon ON: Tuesday, June 04, 2015 AT: 2:42 PM FILEPATH: G:\Production\00\000700\B000788\Survey\DA\003\Crowings\EXH-BITS\B000788.003 MUD 2B Exhibit.dwg

Exhibit C

JOINDER AGREEMENT

WHEREAS, the Texas Legislature approved the creation of Tradition Municipal Utility District No. 2 of Denton County encompassing approximately 1,922.237 acres of land in Denton County, Texas in the extraterritorial jurisdiction of the City of Fort Worth, by Act of May 23, 2007, 80th Legislature, Regular Session, Chapter 752, codified as Special District Local Laws Code, Chapter 8189, effective September 1, 2007 ("Tradition MUD No. 2");

WHEREAS, by election held on May 9, 2015, Tradition MUD No. 2 was divided into Tradition Municipal Utility District No. 2B of Denton County (the "District") encompassing approximately 662.91 acres of Tradition MUD No. 2 and Tradition Municipal Utility District No. 2A of Denton County encompassing the remainder of Tradition MUD No. 2.

WHEREAS, the City Council of the City of Fort Worth approved that certain Development Agreement between the City of Fort Worth and SLF IV – 114 Assemblage, L.P. governing all land within the District on January 12, 2016 (City Secretary Contract No. _____) (the "Development Agreement"); and

WHEREAS, the Board wishes to enter into this Joinder Agreement to confirm and adopt the applicable terms and provisions of the Development Agreement, and agrees to operate pursuant to those terms and provisions of the Development Agreement which are applicable to the District, as such Development Agreement may be amended from time to time.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND AGREED BY THE BOARD OF DIRECTORS OF TRADITION MUNICIPAL UTILITY DISTRICT NO. 2B OF DENTON COUNTY, AS FOLLOWS:

1. Consideration. This Joinder Agreement has been authorized, agreed to, and entered into in consideration of the benefits and promises contained in the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
2. Approval of Agreement. The Board hereby consents to, confirms and adopts the applicable terms and provisions of the Development Agreement and assumes all obligations set out in the Development Agreement which are applicable to the District.

EXECUTED AND APPROVED ON _____, 2016.

**TRADITION MUNICIPAL UTILITY
DISTRICT NO. 2B OF DENTON
COUNTY**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Exhibit D

STATE OF TEXAS

COUNTY OF DENTON

NOTICE CONCERNING ANNEXATION AND SERVICES

The real property described in Exhibit A attached hereto and incorporated herein (the "Property") is located in Tradition Municipal Utility District No. 2B of Denton County (the "District"). The District is located wholly within the extraterritorial jurisdiction of the City of Fort Worth. By law, a district located in the extraterritorial jurisdiction of a home-rule municipality such as the City of Fort Worth may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved. Until such time of annexation, the City of Fort Worth does not impose property taxes within the District and is not required by state law to provide police protection, fire protection, road maintenance or any other municipal services to the District.

The City of Fort Worth may annex all property within the District for full purposes upon the earliest to occur of:

- (1) The date construction of water, sanitary sewer, drainage, and road facilities to serve 90% of the Property is complete;
- (2) Dissolution of the District; or
- (3) The date twenty (20) years after approval by the City of the first preliminary plat for any portion of the Property, excluding preliminary plats that only include a portion of the north/south roadway depicted as Community Parkway in Exhibit G attached to the Development Agreement that will be constructed as a condition for developing property within Tradition Municipal Utility District No. 1 of Denton County and do not include any other platted lots.

To obtain a copy of the Development Agreement between SLF IV-114 Assemblage, L.P. and the City of Fort Worth governing the Property (City Secretary Contract No. _____) (the "Development Agreement"), contact the City Secretary of the City of Fort Worth. For additional information concerning potential annexation of property within the District, contact the Director of the City of Fort Worth's Planning and Development Department.

TRADITION MUNICIPAL UTILITY DISTRICT
NO. 2B OF DENTON COUNTY

By: _____
Name printed: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, on the ___ day of _____, 2016,
by _____, President of the Board of Directors of Tradition Municipal Utility District
No. 2B of Denton County, on behalf of said district.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

After recording, return to:

Planning and Development Director
City of Fort Worth
1000 Throckmorton
Fort Worth, Tx. 76102

City Attorney
City of Fort Worth
1000 Throckmorton
Fort Worth, Tx. 76102

EXHIBIT 'A'
MUD 2B

METES & BOUNDS

BEING a 662.91 acre tract of land situated in the William D. Redd Survey, Abstract No. 1125, the James Cheshier Survey, Abstract No. 225, and the Guadalupe Cardinas Survey, Abstract No. 214, Denton County, Texas, said tract being all of a called 50.00 acre tract of land described as "Tract 2" in deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-53143, Deed Records of Denton County, Texas (D.R.D.C.T.), and also being all of a called 46.00 acre tract of land described as "Tract 2" in deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-47857, D.R.D.C.T., and also being all of a called 148.00 acre tract of land described as "Tract 1" in said deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-53143, D.R.D.C.T., also being all of a called 330.21 acre tract of land described as "Tract 3" in said deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-47856, D.R.D.C.T., and also being a part of a called 97.41 acre tract of land described as "Tract 1" in said deed to SLF IV-114 Assemblage, L.P., as recorded in County Clerk Document No. 2014-47857, D.R.D.C.T., said 662.91 acre tract being more particularly described as follows:

BEGINNING at a found P.K. Nail in asphalt within Sam Reynolds Road (variable width) for the northwest corner of said 50.00 acre tract;

THENCE North 89 degrees 56 minutes 13 seconds East, along the north line of said 50.00 acre tract, a distance of 4,660.47 feet to a found 1/2-inch iron rod with plastic cap stamped "RPLS 5439" (herein referred to as "with cap") for the northeast corner of said 50.00 acre tract;

THENCE South 00 degrees 02 minutes 37 seconds East, along the east line of said 50.00 acre tract, a distance of 27.00 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 11 minutes 59 seconds West, continuing along the east line of said 50.00 acre tract, a distance of 185.95 feet to a 60D nail for an angle point;

THENCE South 01 degree 01 minute 11 seconds East, continuing along the east line of said 50.00 acre tract, a distance of 185.02 feet to a found 1/2-inch iron rod with red cap stamped "ALLIANCE" for an angle point;

THENCE South 00 degrees 18 minutes 15 seconds East, continuing along the east line of said 50.00 acre tract, a distance of 68.40 feet to a found 1/2-inch iron rod with yellow cap stamped "RPLS 5439" for the southeast corner of said 50.00 acre Johnson Bank tract and the northeast corner of said 46.00 acre tract;

THENCE South 00 degrees 19 minutes 44 seconds East, along the east line of said 46.00 acre tract, a distance of 117.99 feet to a found 1/2-inch iron rod with cap for an angle point;

THENCE South 00 degrees 16 minutes 02 seconds East, continuing along the east line of said 46.00 acre tract, a distance of 185.64 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 14 minutes 59 seconds East, continuing along the east line of said 46.00 acre tract, a distance of 126.10 feet to a found 1/2-inch iron rod with cap for the southeast corner of said 46.00 acre tract and the northeast corner of said 148.00 acre tract;

continued next page...

B000788.003

PAGE 1 OF 5

A drawing of even date accompanies
this metes and bounds description.

JUNE 4, 2015

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
FIRM REGISTRATION 10098100



TRADITION
MUD 2B
DENTON COUNTY, TEXAS

PLOTTED BY: Bucida, Brandon; Ch: Thursday, June 04, 2015 11:23:39 AM; File Path: G:\Product\6000788\Survey\DA\2015\Drawings\EXHIBIT'S\B000788.003\MUD 2B Exhibit.cwg

EXHIBIT 'A'
MUD 2B

METES & BOUNDS

continued...

THENCE South 00 degrees 25 minutes 32 seconds East, along the east line of said 148.00 acre tract, a distance of 60.38 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 03 minutes 07 seconds West, continuing along the east line of said 148.00 acre tract, a distance of 186.20 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 28 minutes 16 seconds East, continuing along the east line of said 148.00 acre tract, a distance of 186.11 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 08 minutes 31 seconds East, continuing along the east line of said 148.00 acre tract, a distance of 371.95 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 16 minutes 37 seconds East, continuing along the east line of said 148.00 acre tract, a distance of 558.49 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 12 minutes 23 seconds East, continuing along the east line of said 148.00 acre tract, a distance of 186.22 feet to a found 1/2-inch iron rod for an angle point;

THENCE South 00 degrees 21 minutes 29 seconds East, continuing along the east line of said 148.00 acre tract, a distance of 1,198.93 feet to a found 1/2-inch iron rod with cap for the southeast corner of said 148.00 acre tract and an ell corner of said 330.21 acre tract;

THENCE South 00 degrees 21 minutes 42 seconds East, along the northerly line of said 330.21 acre tract, a distance of 55.05 feet to a found Mag nail with shiner in asphalt within Sam Reynolds Road (variable width);

THENCE North 89 degrees 56 minutes 15 seconds East, along the north line of said 330.21 acre tract, a distance of 3,409.24 feet to a found 60D nail with shiner in asphalt within said Sam Reynolds Road for the northeast corner of said 330.21 acre tract;

THENCE South 00 degrees 15 minutes 21 seconds East, along east line of said 330.21 acre tract, a distance of 1,482.10 feet to a found 1/2 inch iron rod for the most easterly southeast corner of said 330.21 acre tract and the northeast corner of said 97.41 acre tract;

THENCE South 00 degrees 24 minutes 47 seconds East, along the east line of said 97.41 acre tract, a distance of 509.06 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" for the northeast corner of a called 17.852 acre easement tract of land described in Agreed Judgment, No. CV-93-00004-C, as recorded in County Clerk Document No. 2014-46905, D.R.D.C.T., and in Volume 66, Page 104, Denton County District Court Records, said corner being on a circular curve to the left, having a radius of 5,829.65 feet and whose chord bears South 54 degrees 04 minutes 45 seconds West, a distance of 1,951.17 feet;

THENCE Southwesterly, along said 17.852 acre easement tract and said curve to the left, through a central angle of 19 degrees 16 minutes 03 seconds, an arc distance of 1,960.39 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" for the end of said curve;

THENCE South 44 degrees 26 minutes 44 seconds West, continuing along said 17.852 acre easement tract, a distance of 27.66 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" for corner;

continued next page...

PAGE 2 OF 5

B000788.003

A drawing of even date accompanies
this metes and bounds description.

JUNE 4, 2015

 **DUNAWAY**

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
FIRM REGISTRATION 10098100



TRADITION
MUD 2B
DENTON COUNTY, TEXAS

EXHIBIT 'A'
MUD 2B

METES & BOUNDS

continued...

THENCE North 45 degrees 33 minutes 16 seconds West, continuing along said 17.852 acre easement tract, a distance of 50.00 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC. LP" for corner;

THENCE South 44 degrees 26 minutes 29 second West, continuing along said 17.852 acre easement tract, a distance of 1,446.34 feet to a found 5/8 inch iron rod for the northwest corner of said 17.852 acre easement tract and the northeast corner of a tract of land described in deed to The Atchison, Topeka and Santa Fe Railway Company, as recorded in County Clerk Document No. 93-20408, D.R.D.C.T.;

THENCE North 00 degrees 07 minutes 11 seconds West, along the west line of said 97.41 acre tract, a distance of 860.88 feet a found 1/2 inch iron rod with a plastic cap stamped "GOODWIN & MARSHALL" for the most southerly southeast corner of said 330.21 acre tract;

THENCE North 90 degrees 00 minutes 00 seconds West, along the southwest line of said 330.21 acre tract, a distance of 773.30 feet to a point for corner within Harriet Creek;

THENCE North 65 degrees 58 minutes 36 seconds West, continuing along the southwest line of said 330.21 acre tract, a distance of 1,029.91 feet to a found 5/8 inch iron rod with a plastic cap stamped "DUNAWAY ASSOC. LP" for corner within said Harriet Creek, from which a found 1/2 inch iron rod with a plastic cap stamped "GOODWIN & MARSHALL" bears North 66 degrees 30 minutes 20 seconds West, a distance of 0.74 feet;

THENCE North 44 degrees 08 minutes 03 seconds West, continuing along the southwest line of said 330.21 acre tract, a distance of 999.83 feet to a point for corner within said Harriet Creek;

THENCE North 52 degrees 34 minutes 22 seconds West, continuing along the southwest line of said 330.21 acre tract, a distance of 867.86 feet to a found 1/2 inch iron rod with a plastic cap stamped "GOODWIN & MARSHALL" for corner near the south bank of said Harriet Creek;

THENCE North 86 degrees 14 minutes 27 seconds West, continuing along the southwest line of said 330.21 acre tract, a distance of 222.13 feet to a found 5/8 inch iron rod with a plastic cap stamped "DUNAWAY ASSOC. LP" for an ell corner of said 330.21 acre tract;

THENCE North 00 degrees 22 minutes 44 seconds West, continuing along the southwest line of said 330.21 acre tract, a distance of 102.53 feet to a found 5/8 inch iron rod with a plastic cap stamped "DUNAWAY ASSOC. LP" for corner;

THENCE North 57 degrees 46 minutes 29 second West, continuing along the southwest line of said 330.21 acre tract, a distance of 253.45 feet to a found 1/2 inch iron rod for corner;

THENCE North 00 degrees 21 minutes 19 seconds East, along the west line of said 330.21 acre tract, a distance of 1,372.86 feet to a found PK nail for corner in the turn of an asphalt road known as Sam Reynolds Road;

continued next page...

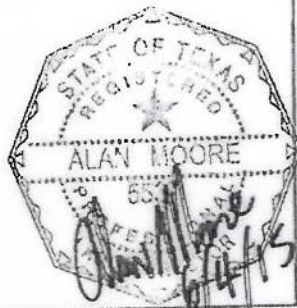
B000788.003

A drawing of even date accompanies
this metes and bounds description.

JUNE 4, 2015

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
FIRM REGISTRATION 10098100



TRADITION
MUD 2B
DENTON COUNTY, TEXAS

PLOTTED BY: blunck B:\cadd\cns\Thursday, June 04, 2015 4:25:58 PM\F:\PPA\H-G\A\Production\500\000788\003\RAW\SURVEY-DATA\003A\Drawings\A-Exhibit 'A'-B000788.003 MUD 2B Exhibit.dwg

EXHIBIT 'A'
MUD 2B

METES & BOUNDS

continued...

THENCE North 00 degrees 12 minutes 20 seconds West, continuing along the west line of said 330.21 acre tract, passing at a distance of 1,206.47 feet to a found Mag nail with shiner in asphalt within said Sam Reynolds Road for the northwest corner of said 330.21 tract, said corner being the southwest corner of said 148.00 acre tract, and continuing within said Sam Reynolds Road and along the west line of said 148.00 acre tract, a total distance of 2,782.96 feet to a found railroad spike for the an ell corner of said 148.00 acre tract;

THENCE South 89 degrees 52 minutes 21 seconds West, within said Sam Reynolds Road and along the westerly south line of said 148.00 acre tract, a distance of 1,909.35 feet to a found 5/8-inch iron rod for the most westerly southwest corner of said 148 acre tract;

THENCE North 00 degrees 09 minutes 08 seconds West, within said Sam Reynolds Road and along the west line of said 148.00 acre tract, passing at a distance of 18.67 feet a found 1/2-inch iron rod with cap for the most westerly northwest corner of said 148.00 acre tract, said corner being the southwest corner of said 46.00 acre tract, and continuing along the west line of said 46.00 acre tract, passing at a cumulative distance of 448.40 feet a found 1/2-inch iron rod within said Sam Reynolds Road for the northwest corner of said 46.00 acre tract and a southwest corner of said 50.00 acre tract, and continuing along the west line of said 50.00 acre tract, a total cumulative distance of 915.74 feet to the POINT OF BEGINNING and containing 28,876,476 square feet or 662.91 acres of land, more or less.

Bearings are based upon the Texas State Plane Coordinate System (NAD83), North Central Zone 4202, and are based upon GPS measurements made on the ground. Distance values are "surface" derived from grid data by utilizing the Denton County Surface Scale Factor of 1.00015063, as published by TxDOT.

B000788.003

PAGE 4 OF 5

A drawing of even date accompanies
this metes and bounds description.

JUNE 4, 2015

 **DUNAWAY**

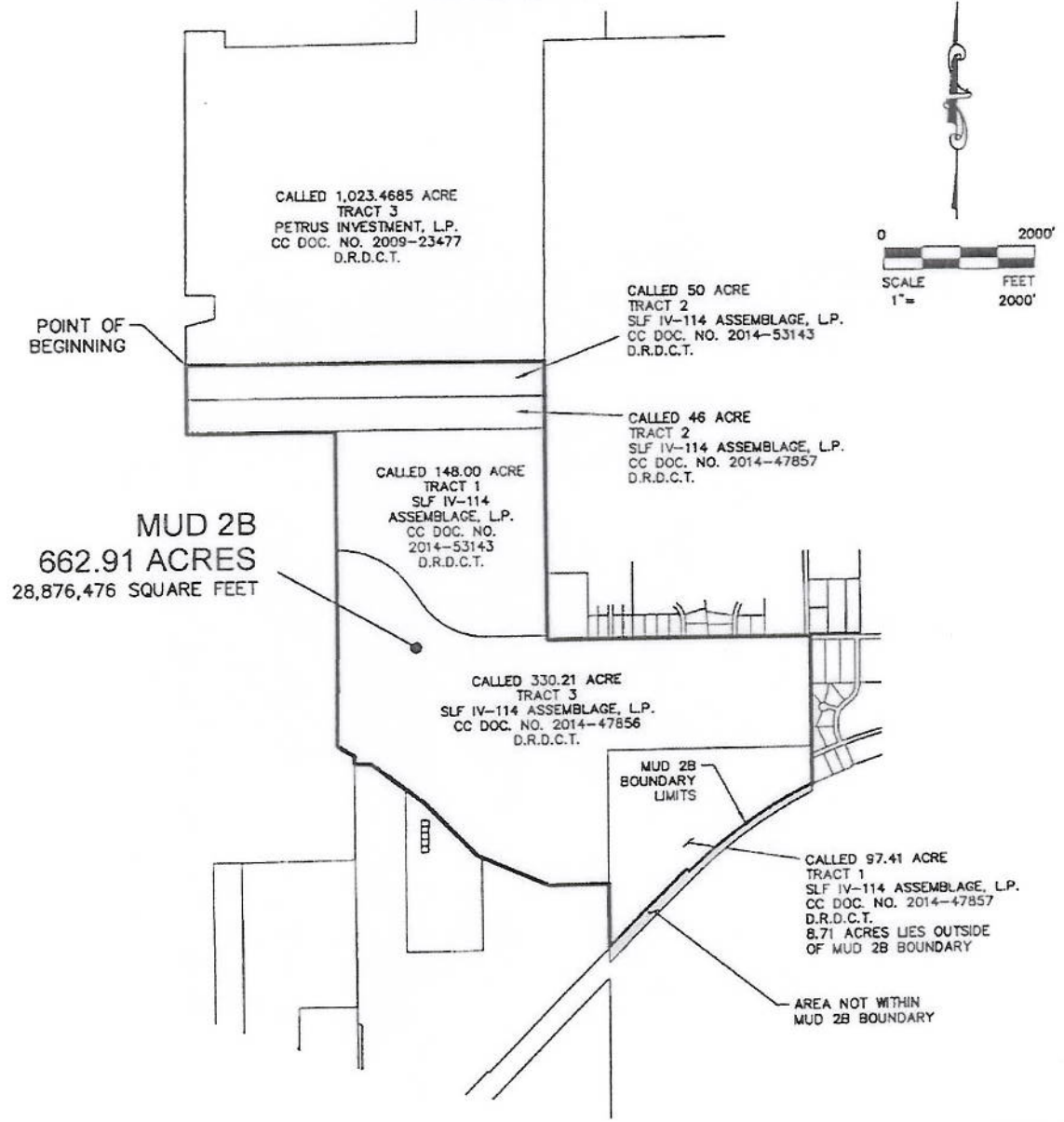
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
FIRM REGISTRATION 10098100



TRADITION
MUD 2B

DENTON COUNTY, TEXAS

EXHIBIT 'A'



B000788.003

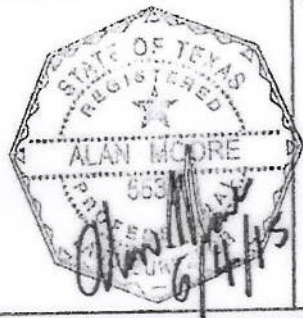
PAGE 5 OF 5

A metes and bounds description of even date accompanies this drawing.

JUNE 4, 2015



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TRADITION
MUD 2B

DENTON COUNTY, TEXAS

PLOTTED BY: Bulora, Brandon On: Tuesday, June 04, 2015, 4:12:40 PM FILEPATH: G:\Production\500-000700\B000788\Survey\CA\003\Drawings\EXHIBITS\B000788-003 MUD 2B Exhibit.dwg