



MINUTES
CITY COUNCIL MEETING
AUGUST 14, 2025

CALL TO ORDER – Roll Call and Determination of a Quorum

The Parker City Council met in a workshop and special meeting on the above date at Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

Mayor Lee Pettle called the meeting to order at 6:00 p.m. Mayor Pro Tem Buddy Pilgrim and Councilmembers Billy Barron, Roxanne Bogdan, Colleen Halbert, and Darrel Sharpe were present.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Grey, Interim City Attorney Catherine Clifton, and Police Chief Kenneth Price

PUBLIC COMMENTS The City Council invites any person with business before the Council to speak. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

Lucy Estabrook, 4407 Church Lane, Parker, TX, did not come forward to speak but completed a Comment Card. (See Exhibit 1 – Lucy Estabrook's Comment Card, dated August 14, 2025)

Ray Hemmig, 3405 Bluffs Lane, Parker, TX, said he is addressing City Council regarding the opportunities for the development of the 101 acres formerly owned by Margaret Turner and now owned by some conditions of partnership related to the Huffines. He stated he is a registered protestant in the SOAH court filing and other filings. Mr. Hemmig indicated he felt the development was ignoring the concerns of the community regarding the sizes of the homes and the size of the development. Mr. Hemmig ended by stating he did not think the City should be proceeding to approve the development with a density of 254 homes.

Emily Plummer, 5908 Gregory Lane, Parker, TX, thanked everyone for listening to her comments, stating although she appreciated Mr. Ramirez's efforts to make this development something more agreeable to all parties, she is fundamentally opposed to Gregory Lane access, even for emergency use. Ms. Plummer said she fears Gregory Lane would be turned into non-emergency access in the future. She noted an example of a true emergency access in Montgomery Farms using concrete webbing in the grass strong enough to support a fire truck, but not a true road.

Syed Hussain, 1000 N. Murphy Road, Murphy, TX, said he was a developer and suggested options for the ETJ property.

Andrew Malczewski, 1328 Thornwood, Murphy, TX, said he did not think this new proposal was better than the previous one. He cautioned City Council to be careful moving forward.

Mayor Pettle said Surya Boddu, 614 Forest Hill Drive, Murphy, TX, and Olga Philip, 5803 E. Parker Road, Parker, TX, provided public comments against the development, which will be added to tonight's minutes for the record. (See Exhibit 2 –

Surya Boddu's email, dated August 13, 2025 and Exhibit 3 – Olga Philip's email, dated August 12, 2025.)

WORKSHOP

1. RECEIVE A PRESENTATION FROM JORDAN RAMIREZ REGARDING A PROPOSED DEVELOPMENT AGREEMENT RELATED TO PROPERTY IN THE ETJ; DISCUSS; AND GIVE STAFF DIRECTION.

Jordan Ramirez, Developer and Internet Marketer, reviewed a PowerPoint Presentation, "Domas - Parker Presentation v3" and a document named "FIRST AMENDMENT TO OPERATING AGREEMENT OF TEXAS PRAIRIE LAND, LLC". *[See Exhibit 4- "Domas - Parker Presentation v3" and a document named "FIRST AMENDMENT TO OPERATING AGREEMENT OF TEXAS PRAIRIE LAND, LLC", dated Tuesday, August 14, 2025.]*

City Council discussed the information presented and questioned Mr. Ramirez on the proposed settlement agreement. Additional discussion and questioning ensued.

EXECUTIVE SESSION START TO FINISH - Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

Government Code Section 551.071(2) – Consultation with Attorney 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 this chapter (Open Meetings Act).

Mayor Lee Pettle recessed the special meeting to Executive Session at 7:58 p.m.

RECONVENE SPECIAL MEETING.

Mayor Lee Pettle reconvened the meeting at 9:06 p.m.

ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

No action was taken.

ADJOURN

Mayor Pettle adjourned the meeting at 9:07 p.m.



ATTESTED:

Patti Scott Grey
Patti Scott Grey, City Secretary

APPROVED:

Lee Pettle
Mayor Lee Pettle

Approved on the 9th day
of September, 2025.

Exhibit 1

COMMENT CARD

Please complete and give to the City Secretary prior to the start of the meeting. All comments will be limited to 3 minutes. If you are with a group, please select one spokesperson to speak on the group's behalf.

-Thank you

Date _____

Name Henry Esteban
Street Address 4401 Churchill
Phone _____

Email _____

Subject/Agenda Item: _____

I WISH TO SPEAK TO THE MAYOR AND CITY COUNCIL.
 I DO NOT WISH TO SPEAK, BUT WOULD LIKE TO REGISTER MY OPINION.

Comments: Youngberg & Park are great neighborhoods.
Youngquist & Bellair-Murphy is why not
concern with Murphy, and Bellair Park's
great neighborhood?

STAY INFORMED: WWW.PARKERTEXAS.US

Patti Grey

From: Surya Boddu [REDACTED]
Sent: Tuesday, August 12, 2025 1:53 PM
To: Patti Grey
Subject: PLEASE DO NOT PUT ANY DRAINAGE LINES near to my community

Huffines property PLEASE DO NOT ENCOURAGE THIS DEVELOPMENT
WE are already overwhelmed with traffic and drainages

Patti Grey

From: Olga Philip [REDACTED]
Sent: Wednesday, August 13, 2025 8:00 AM
To: Patti Grey
Subject: Huffines Property: Development

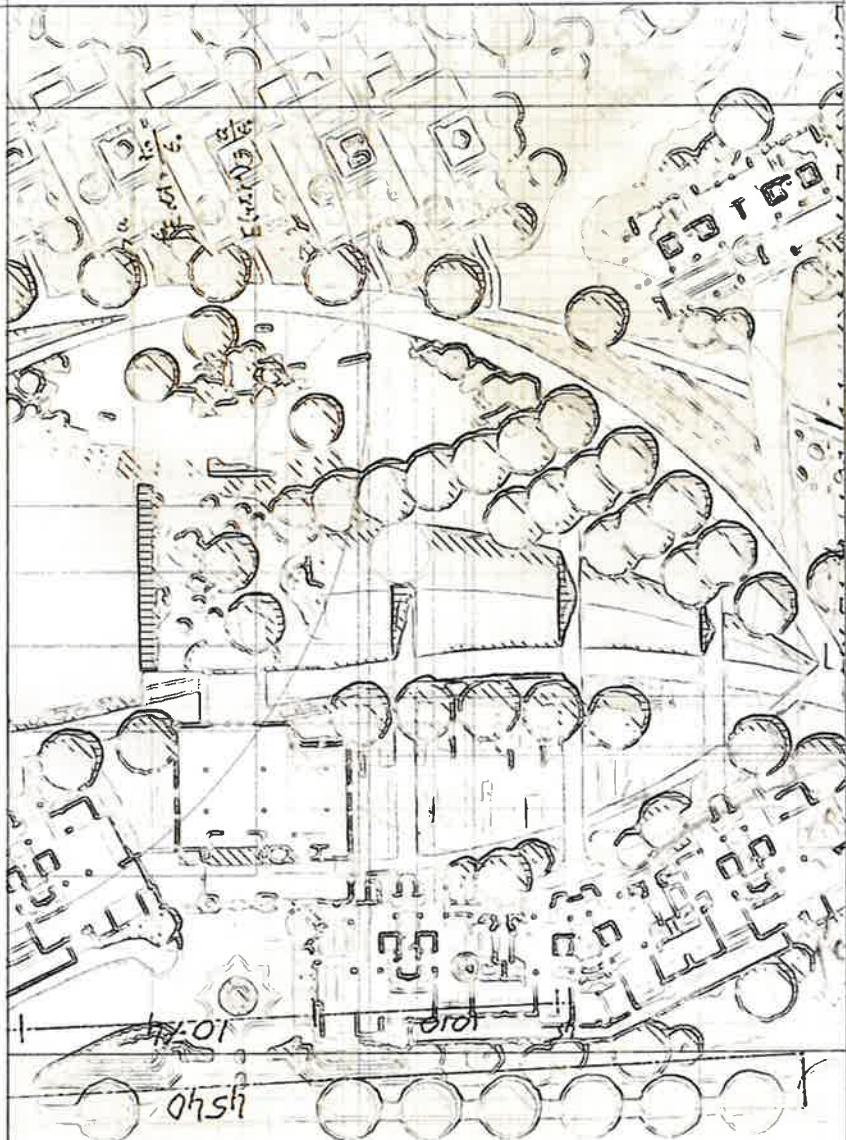
Good morning board,

As a concerned local resident/citizen, I would like to object to any high density development. I trust you will put the best interest of all when you make your decision.

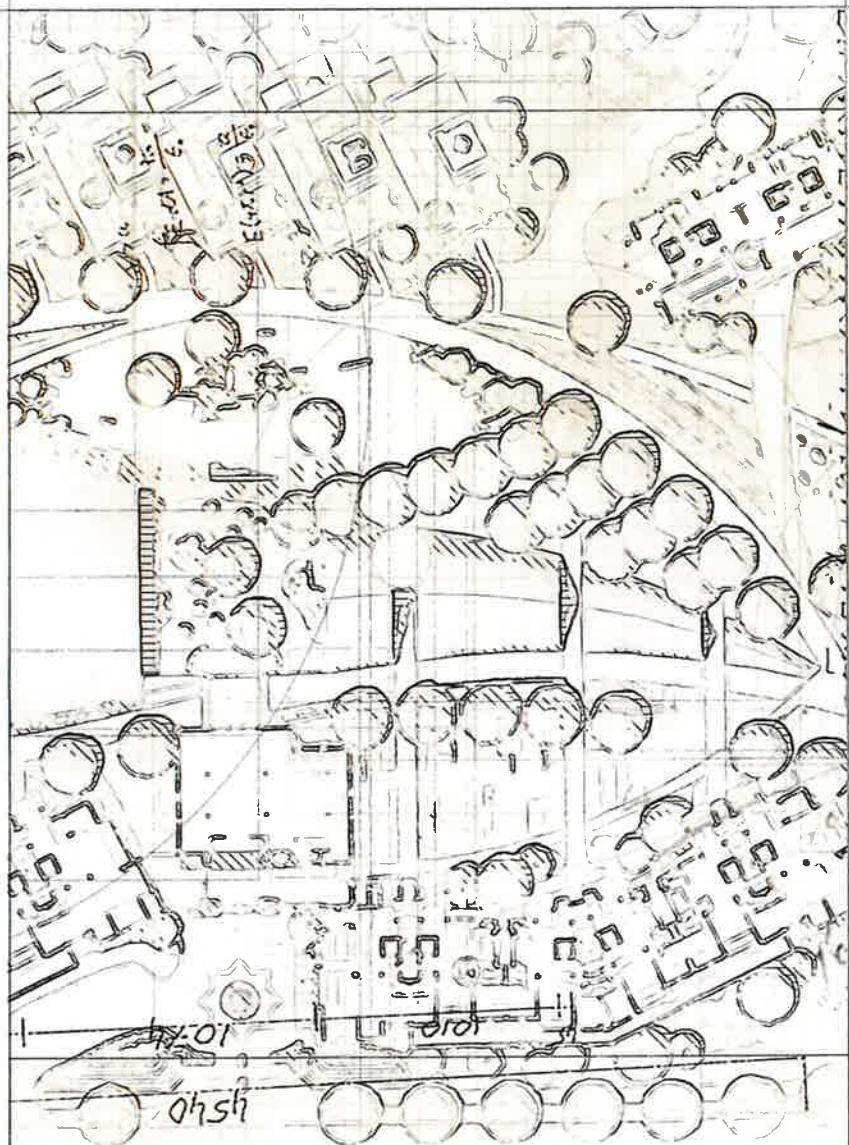
Warm regards,

Olga P.

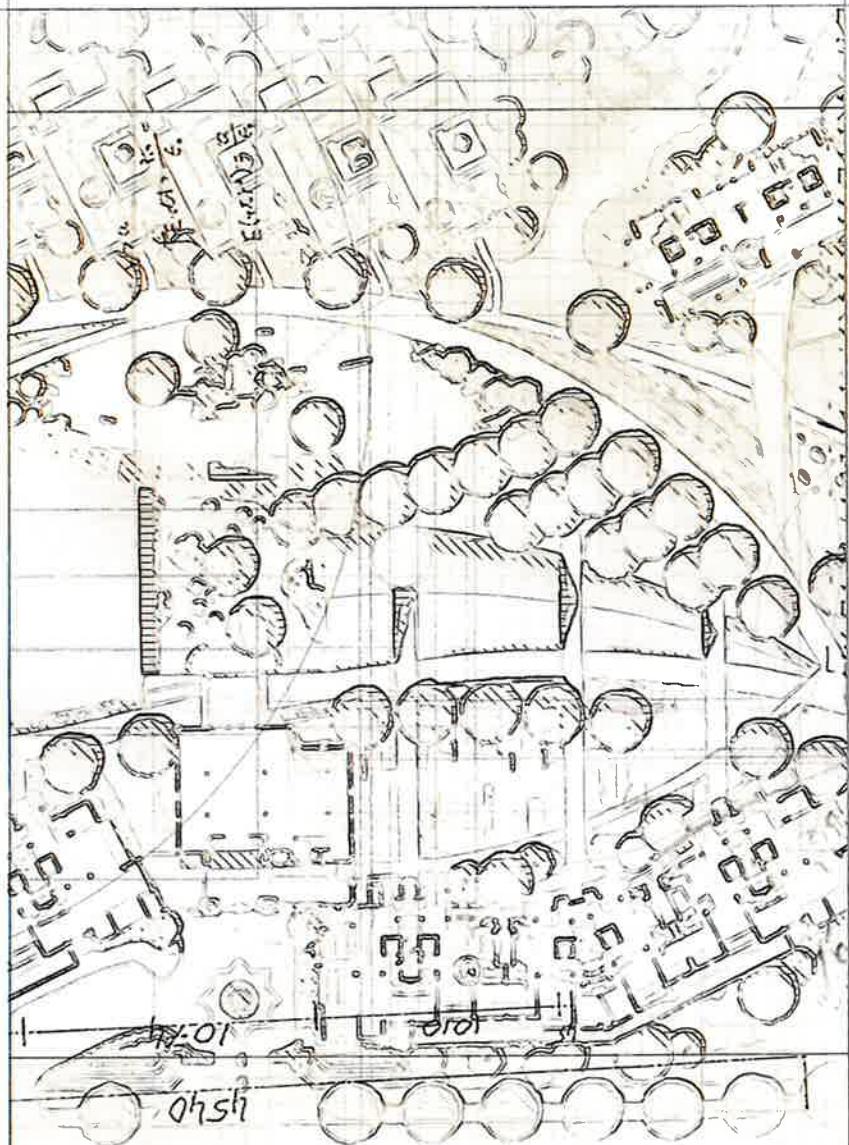
Exhibit 4



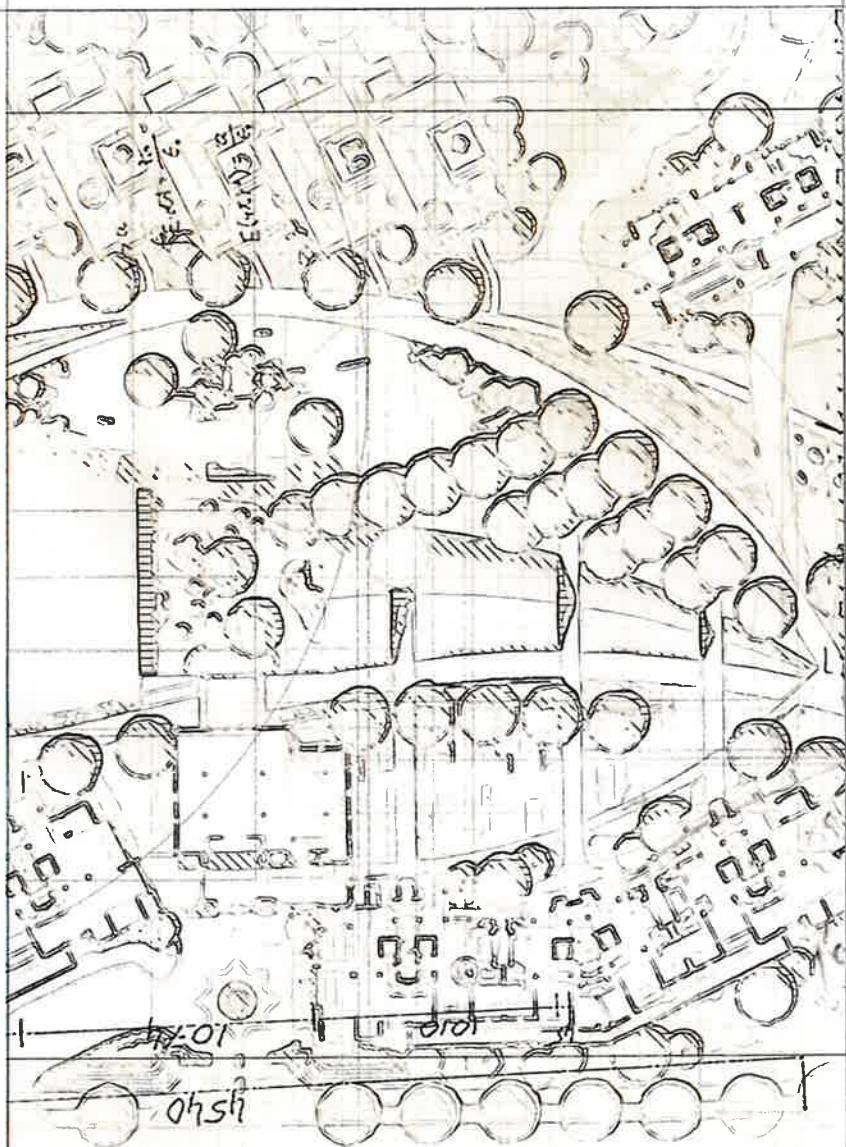
PROJECT
HOMESTEAD



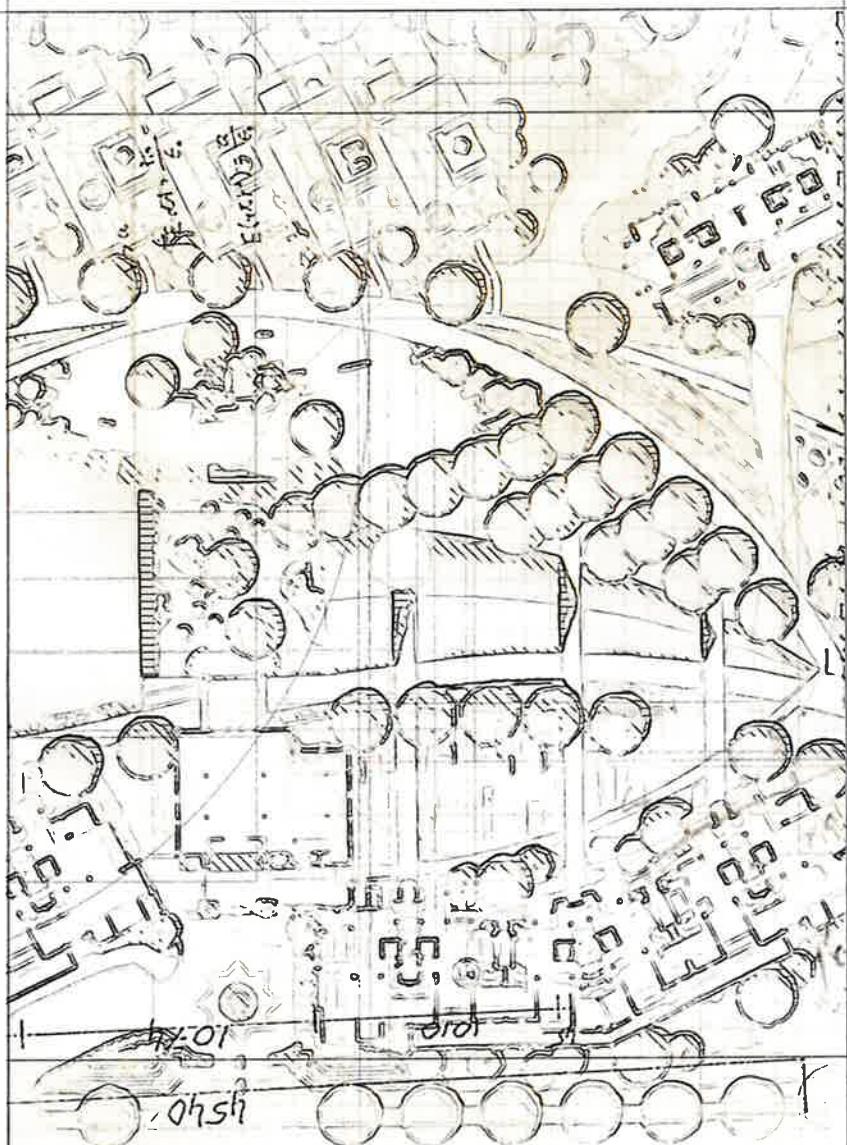
INTRODUCTION



RUMORS ABOUT THE DEAL



RUMORS ABOUT MYSELF



MEET PROJECT HOMESTEAD

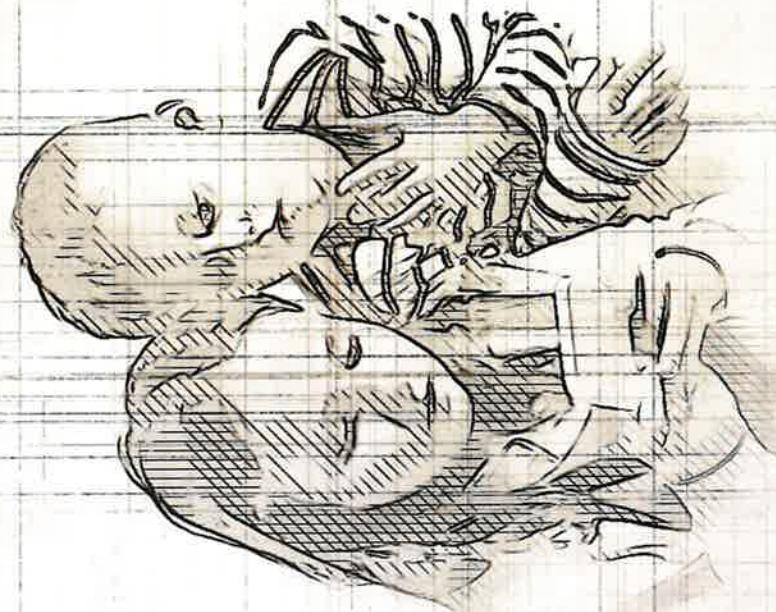


HOMESTEAD (noun)

- a. The home and adjoining land occupied by a family
- b. An ancestral home
- c. house



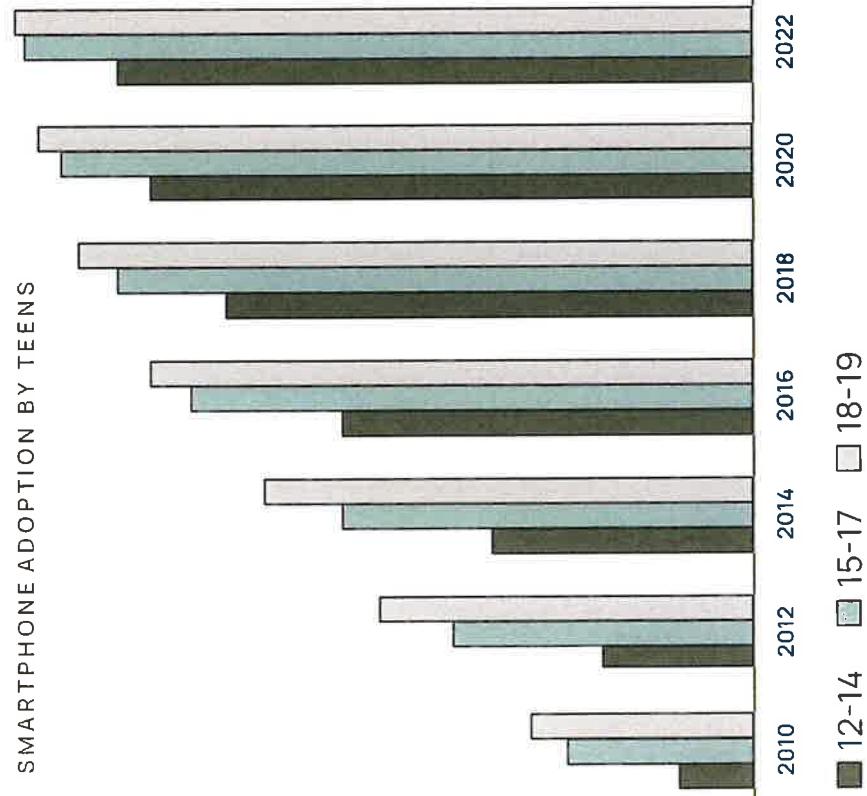
THE STATE OF
THE AMERICAN FAMILY



THE RISE OF
DIGITAL CHILDHOODS

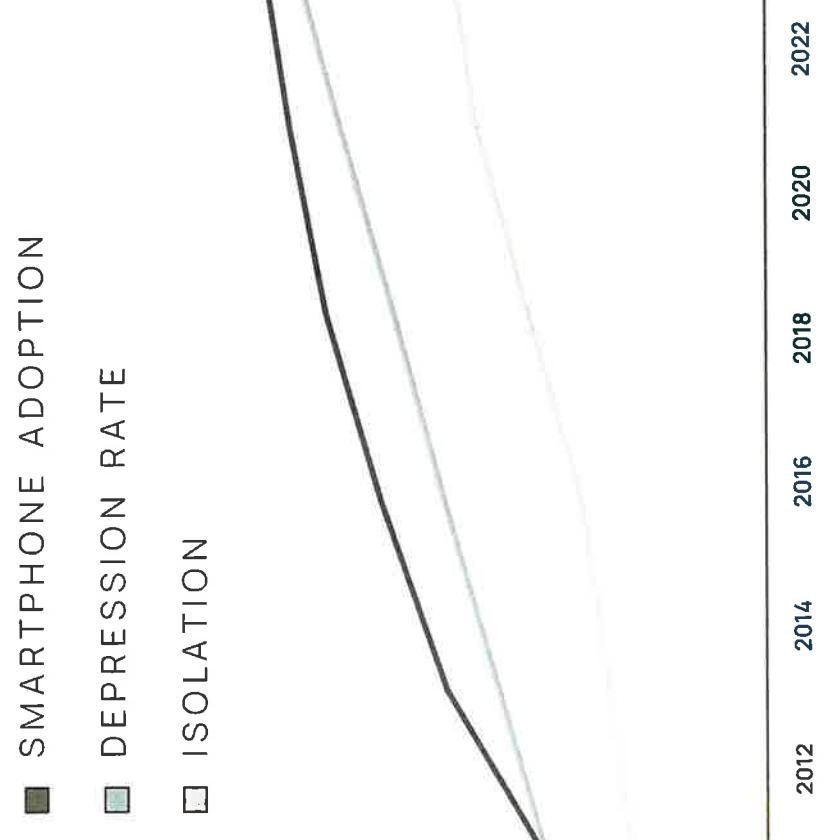


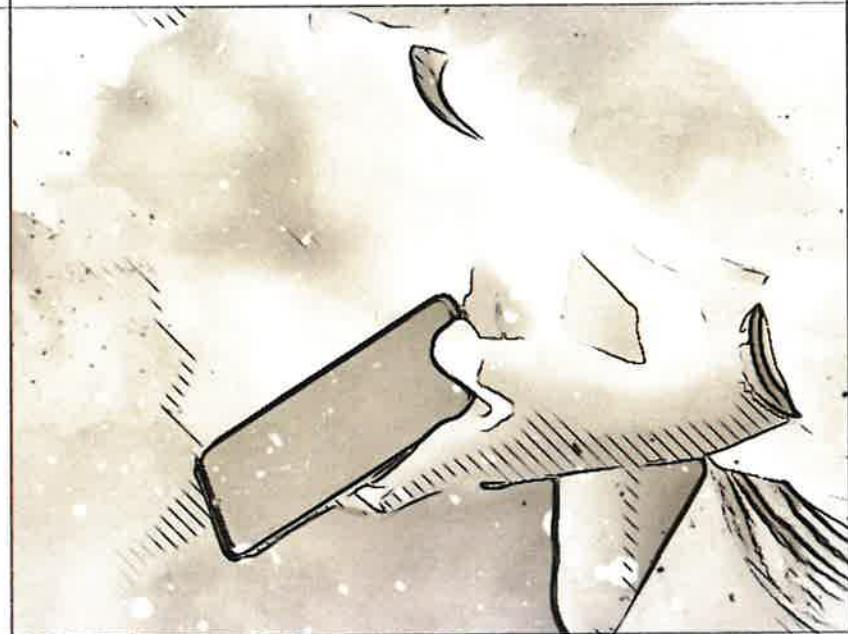
SMARTPHONE ADOPTION BY TEENS



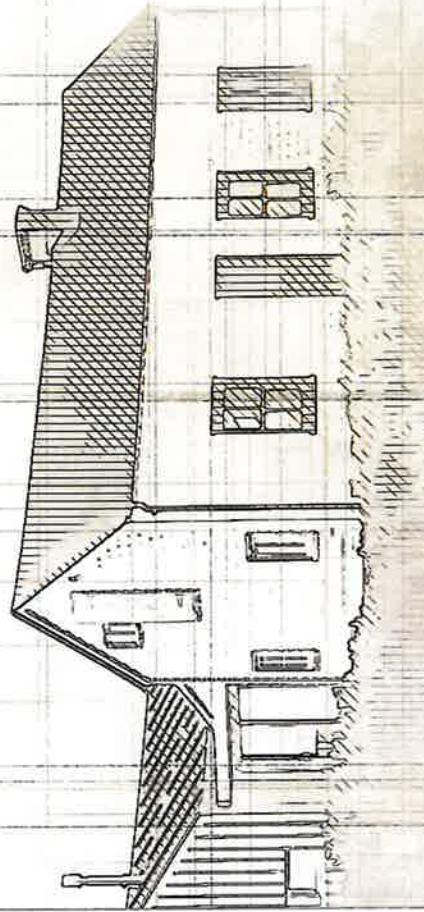


97%
of teens report
daily internet usage.
46%
say they are online
almost constantly.

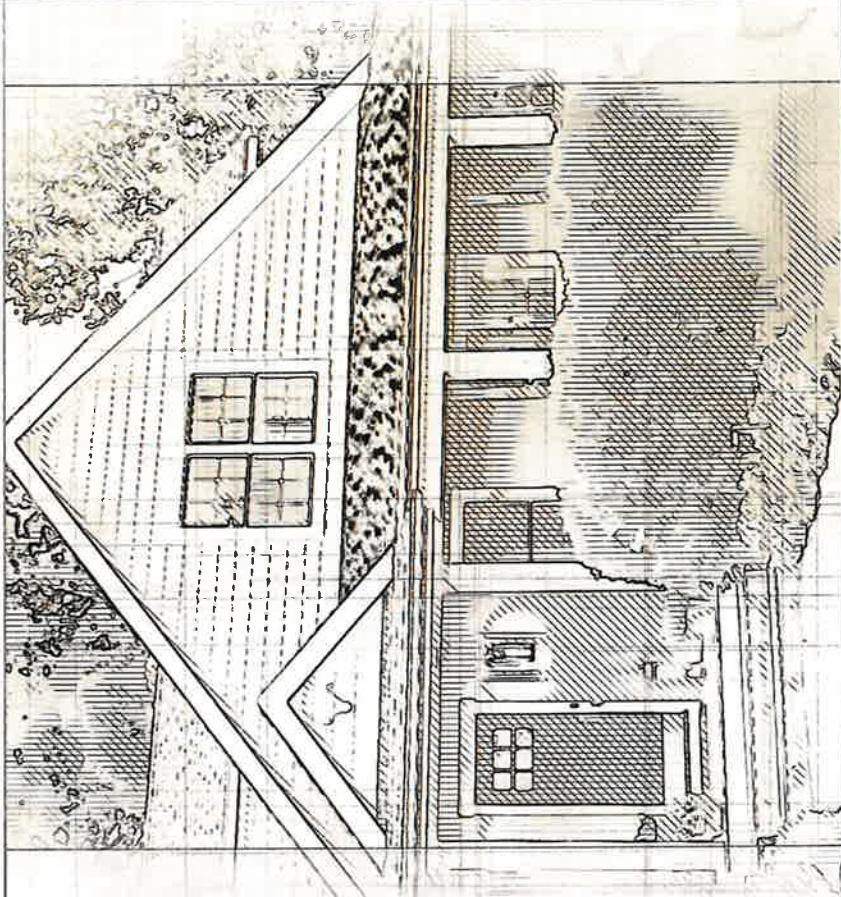




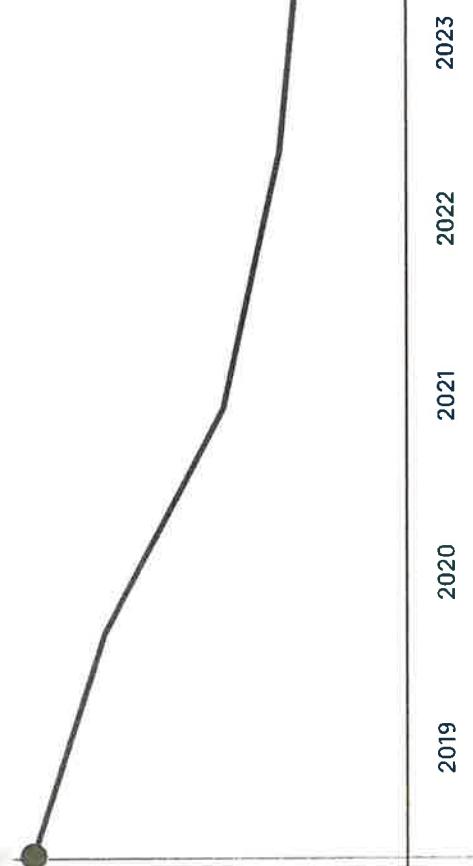
The rates of clinical depression in teens doubled from **8%** to **16%** between 2012 and 2019, a period marked by the widespread adoption of smartphones and increased social media use

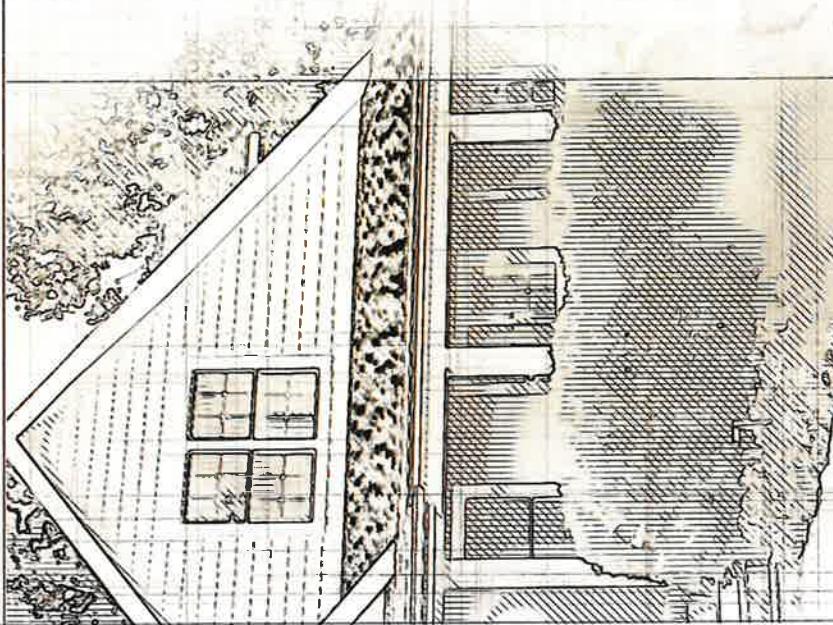


THE RISE OF
RURAL RETREAT

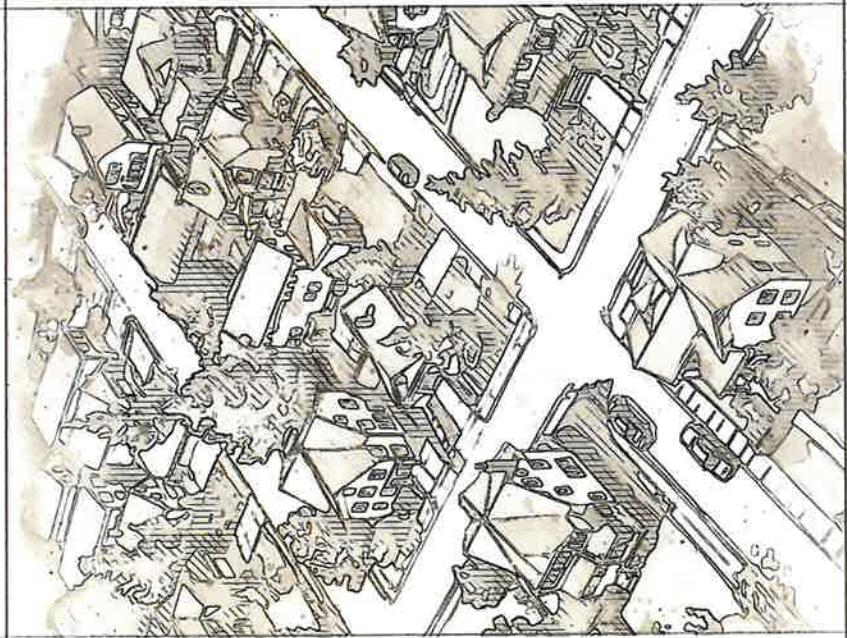
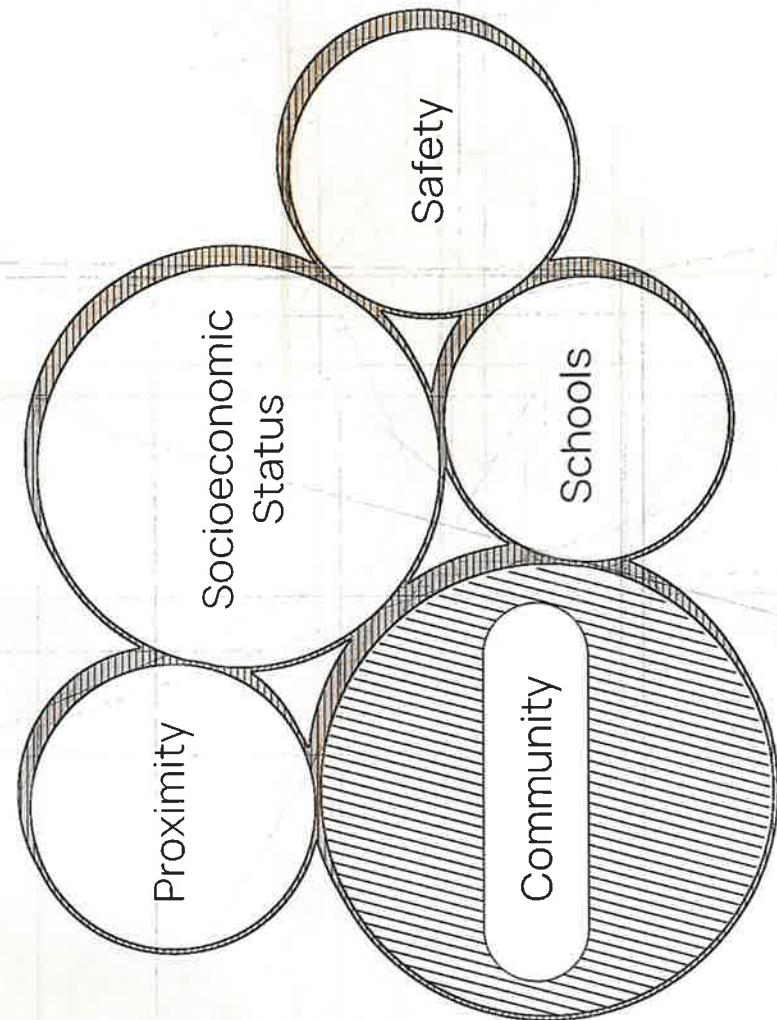


■ URBAN GROWTH RATE
□ RURAL GROWTH RATE

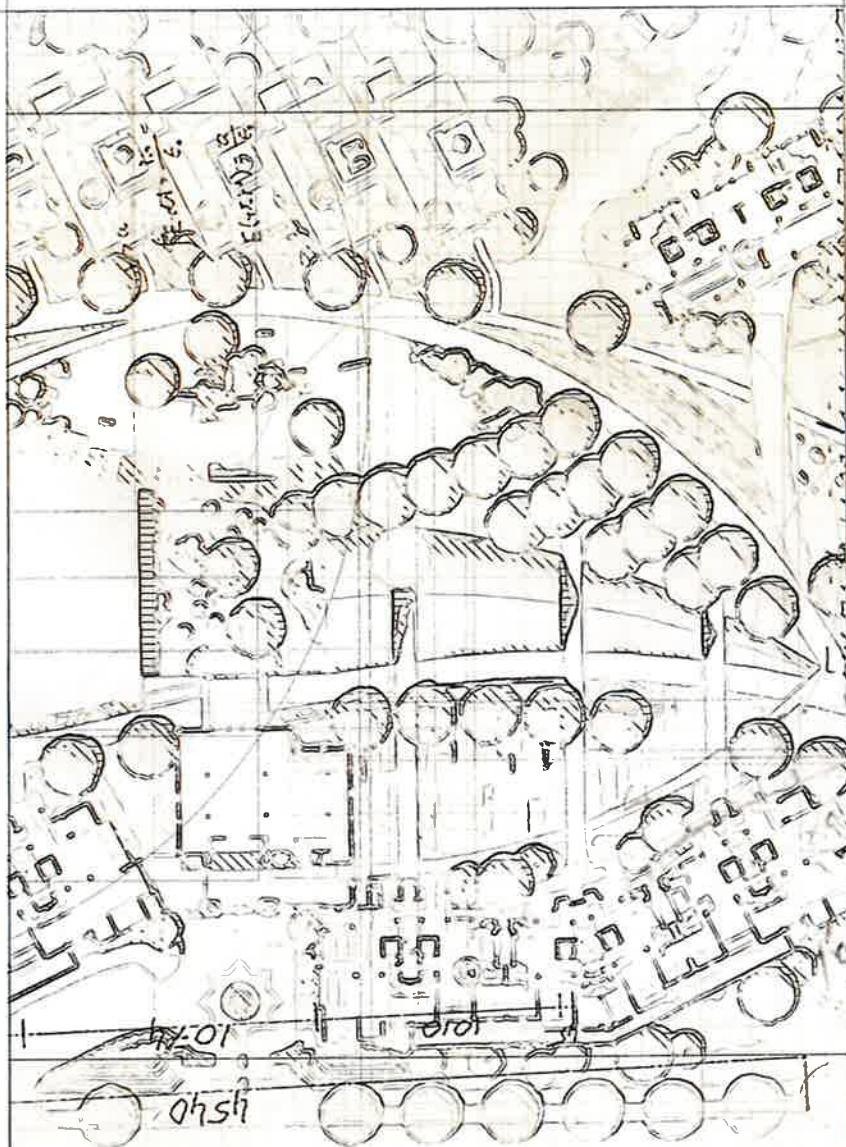




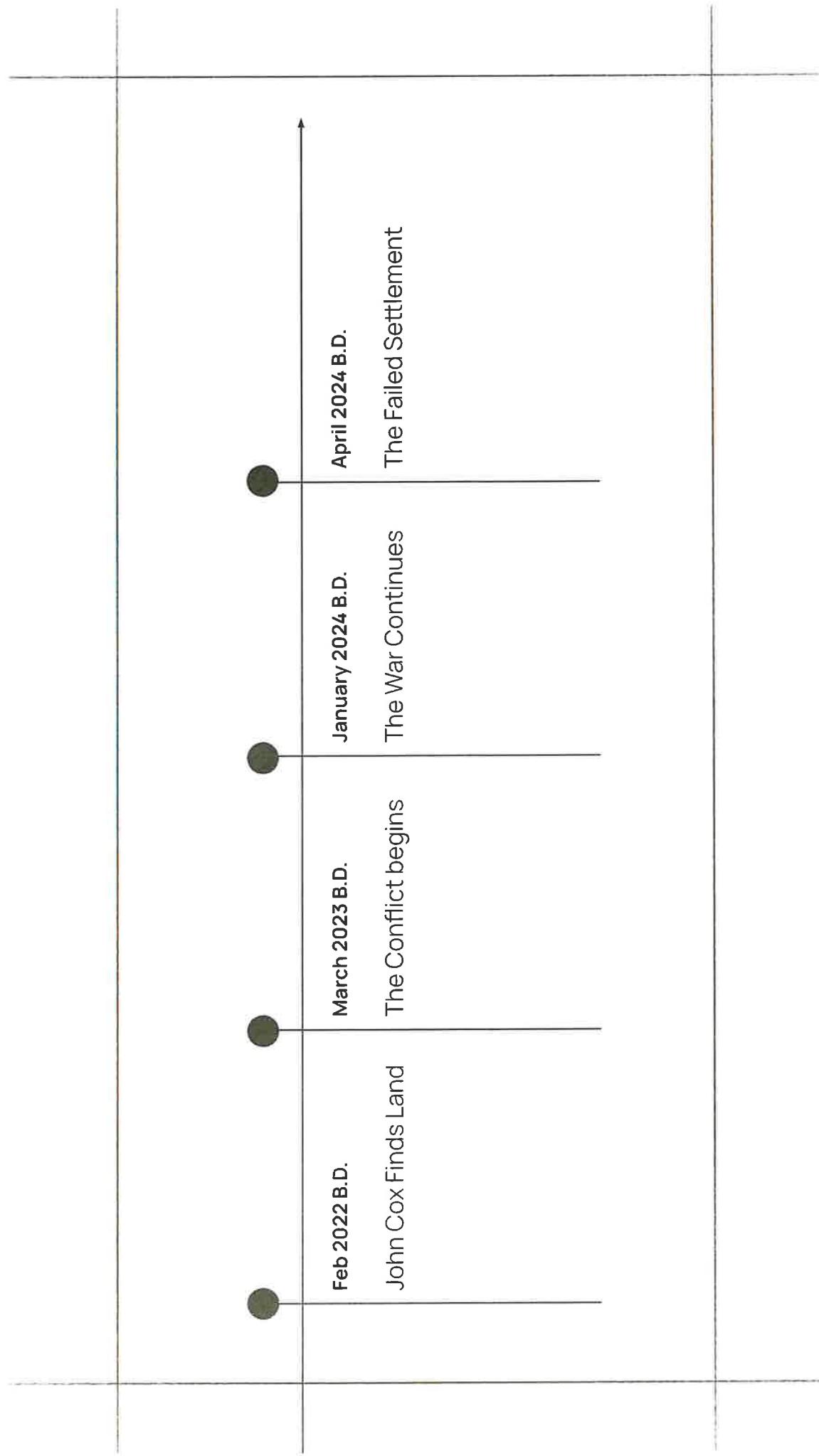
In the third quarter of 2023, Redfin reported that **30%** of their users were looking to move to a different metro area, with a significant number moving from high-cost urban areas like San Francisco and New York to more affordable suburban rural regions.

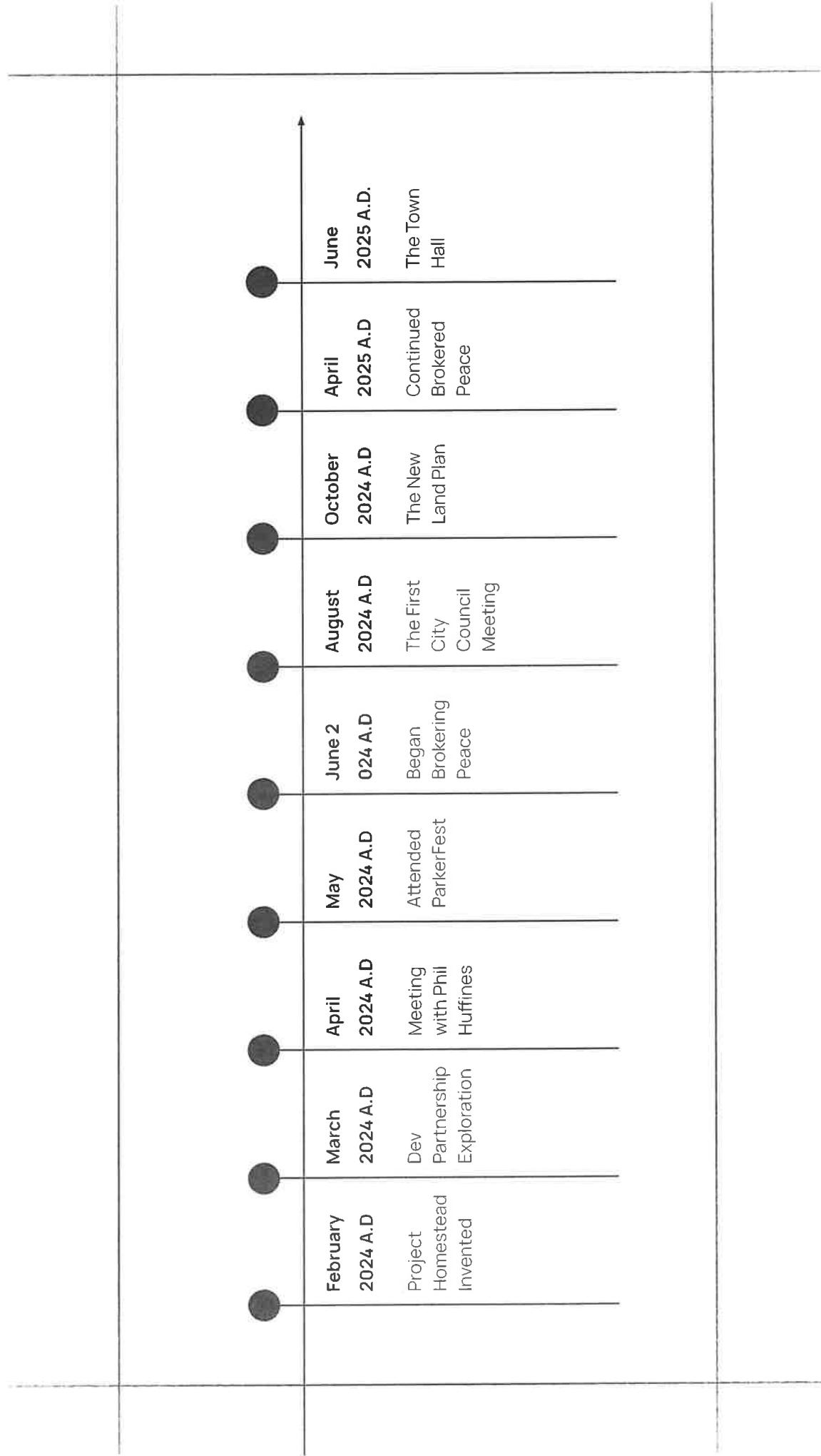


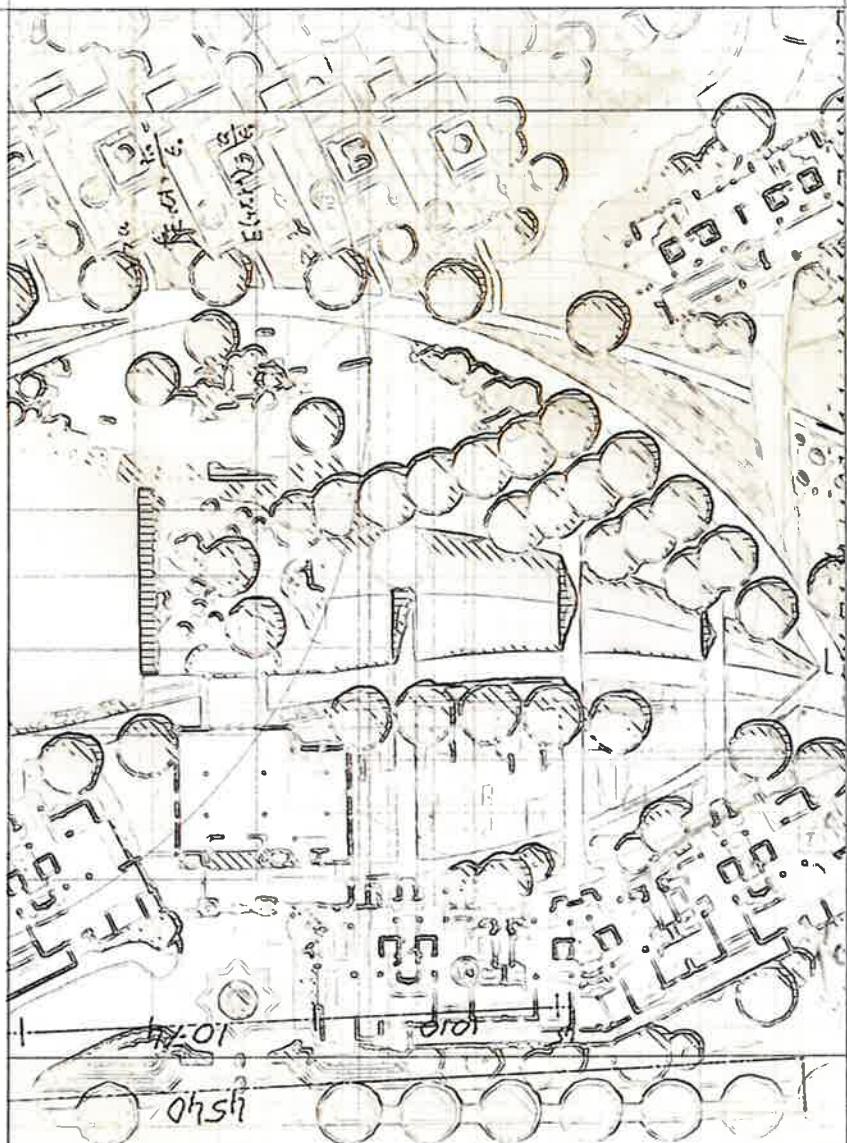




HOW I ARRIVED HERE







COMMUNITY REPRESENTATION



Mayor Lee

Mayor of Parker



Buddy Pilgrim

Resident of Parker



Carolyn Moebius

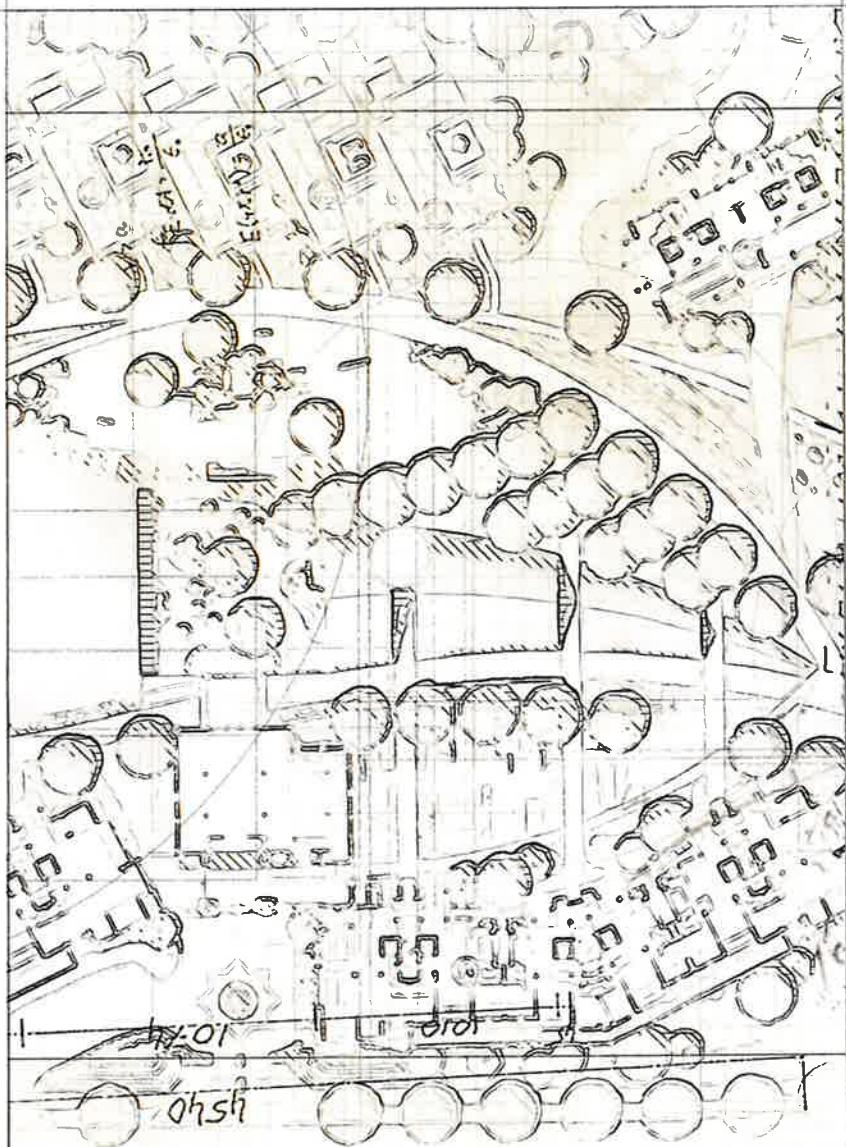
Opposition Leader [WWTP]



Stewart Matthews

Opposition Leader [Gregory Ln]





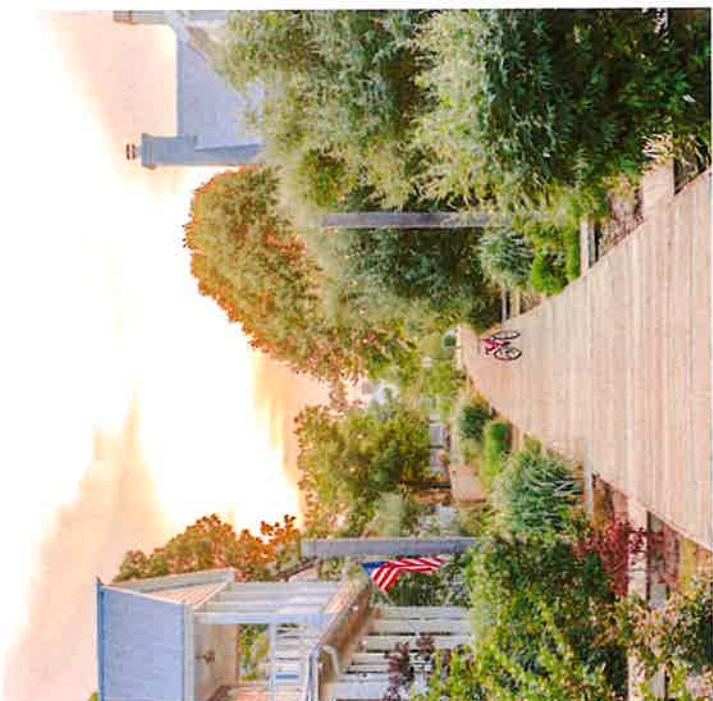
THE LAND PLAN



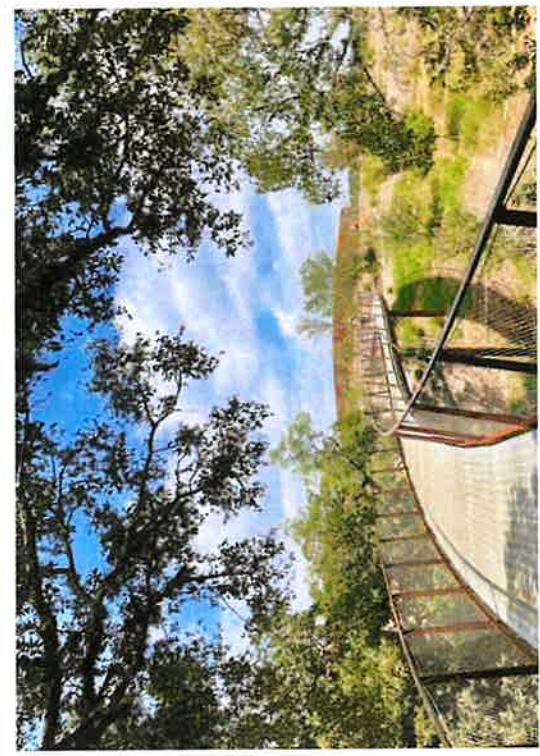
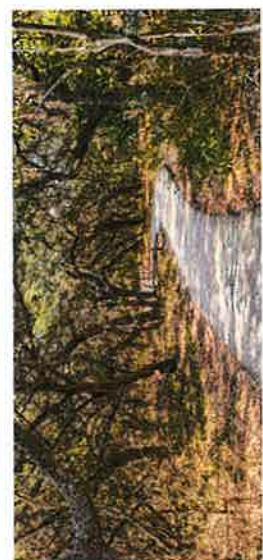
LEGEND

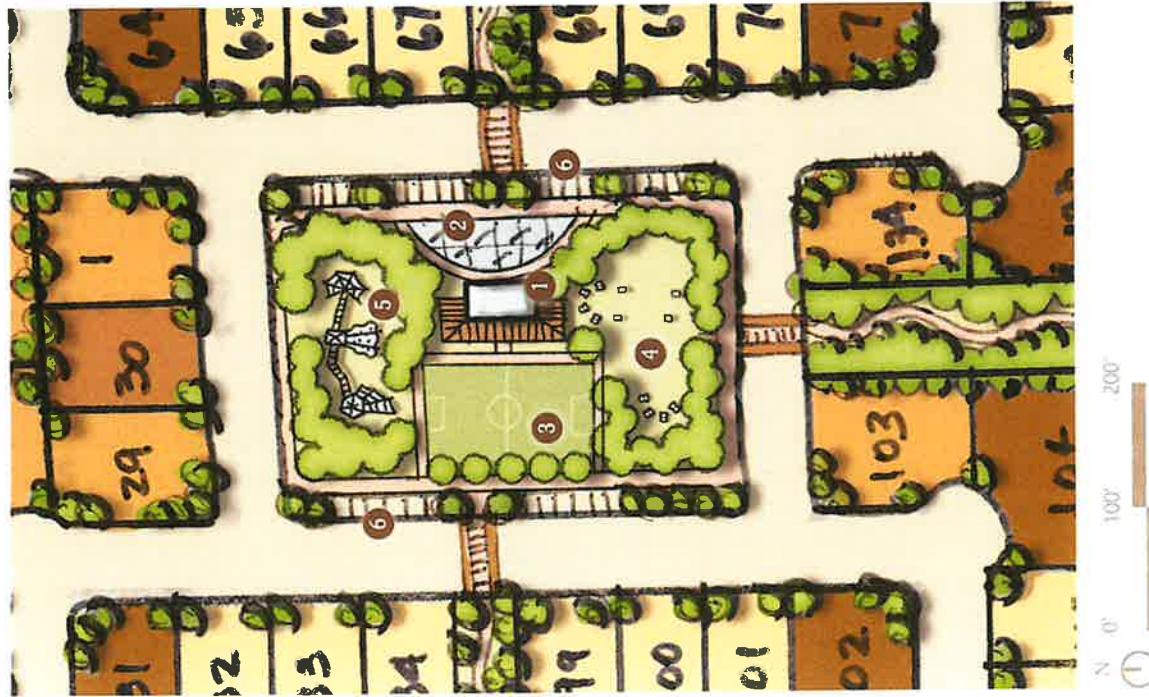
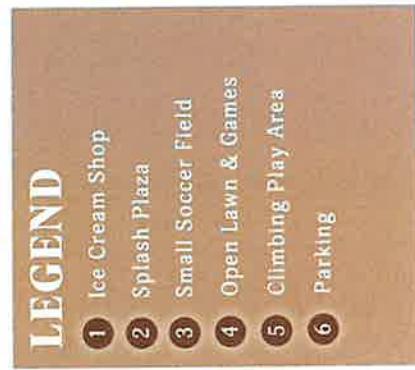
- 1 Town Square
- 2 Central Promenade
- 3 Pocket Park
- 4 Adventure Park
- 5 Dog Park
- 6 Boardwalk
- 7 Retention Pond
- 8 Detention Pond

N 0 300 600

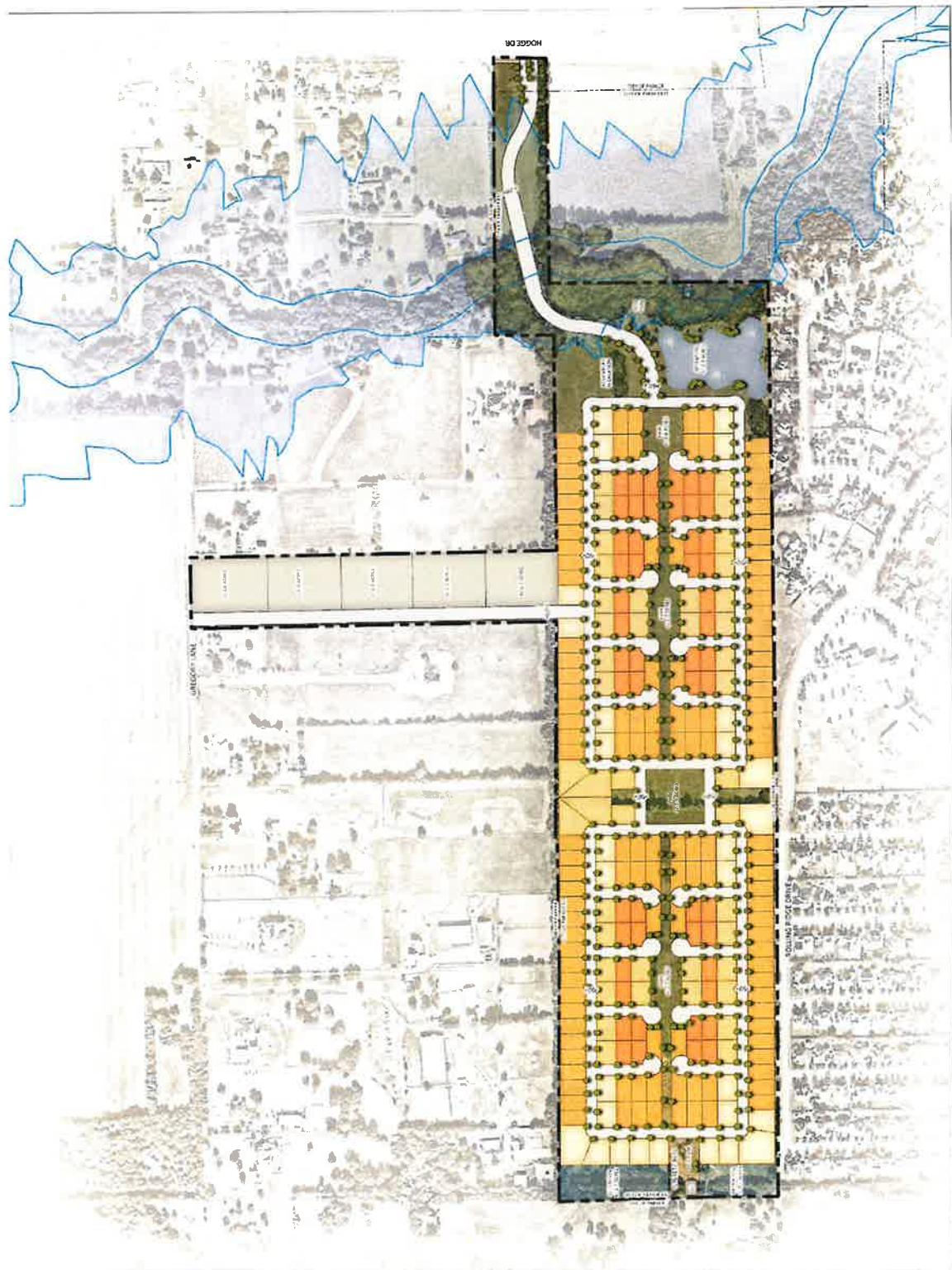


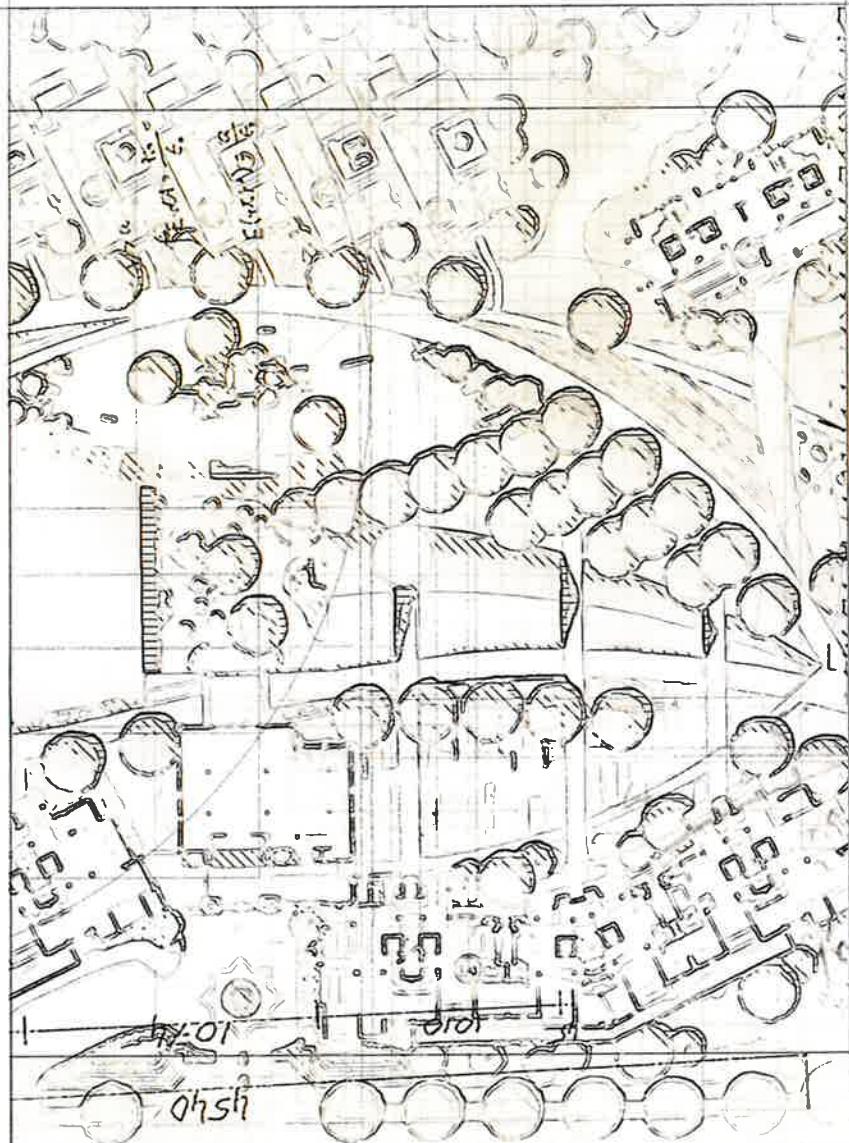












THE PEACE TREATY

GREGORY LANE



- Emergency Access Only
- Protects Gregory Lane
- Limits Traffic to Emergency
- Limits Traffic to Construction
- Vow to Return Gregory Lane to Current State



WASTEWATER TREATMENT PLANT



- Removes the WWTP
- Removes WWTP lawfare
- Allows water and sewer from murphy or parker



FLOODING AND DRAINAGE

- ✓ Protection via state law section 11.806
- ✓ Detailed Flood Study in progress currently
- ✓ Abides by the county floodplain management regulation
- ✓ Abides by the parker floodplain management regulation

IMMINENT DOMAIN [CONDEMNATION]

- ✓ Alignment with Standard MUD authority
- ✓ Narrowed powers to standard MUD
- ✓ Narrowed language to not include roads
- ✓ Condemnation is only for water and drainage

PROPERTY AND HOME VALUES

No Low Income Housing

Estimated \$770k - \$1M

Protecting Property Value



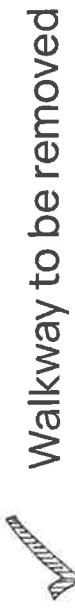
ROLLING RIDGE SEPARATION

- ✓ Preservation of Rolling Ridge Treeline
- ✓ Promise of Enhanced Landscaping
- ✓ Rod Iron Fences Prohibited to Rolling Ridge
- ✓ Requirement for 6 ft board on board fencing

LAND PLAN DENSITY

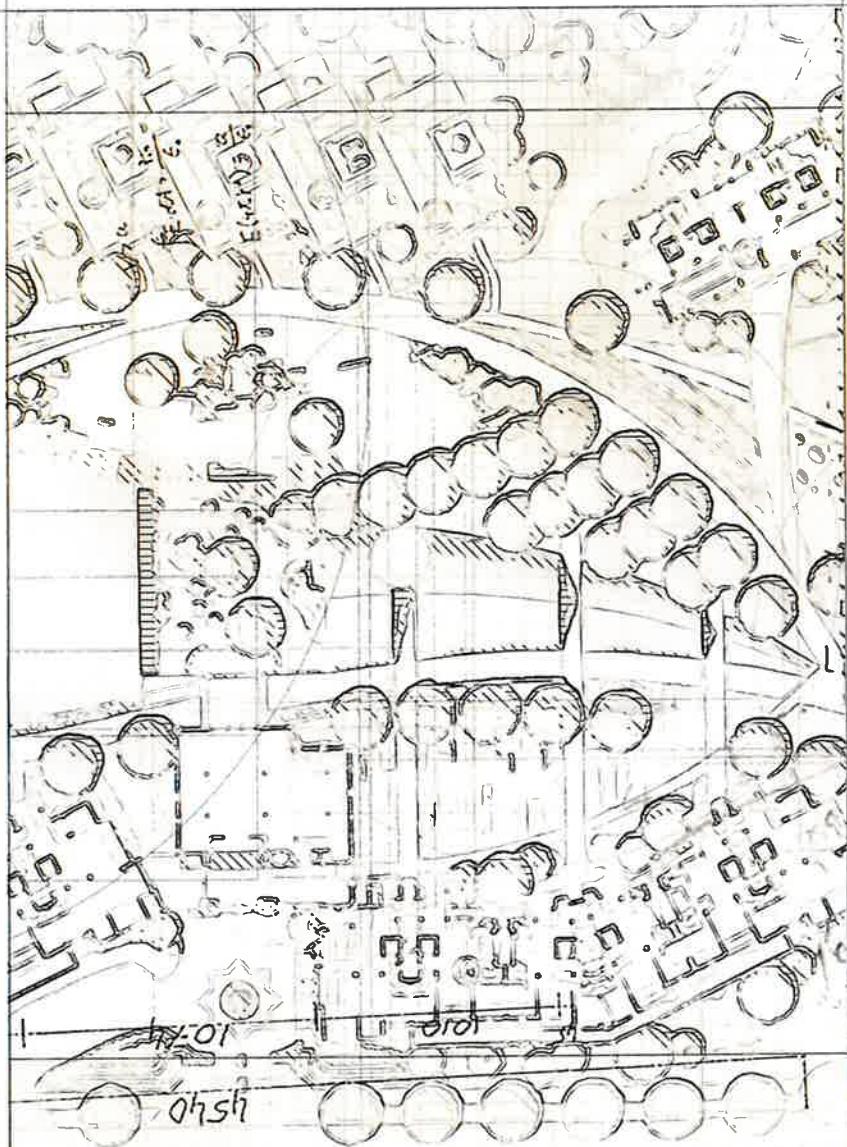
- ✓ From 660 to 254
- ✗ Original Land Price
- ✗ \$500-\$1M in Legal Fees
- ✗ Slowed Development Timeline
- ✗ Continued Processing of Debt Load

“THE FUTURE ROAD”

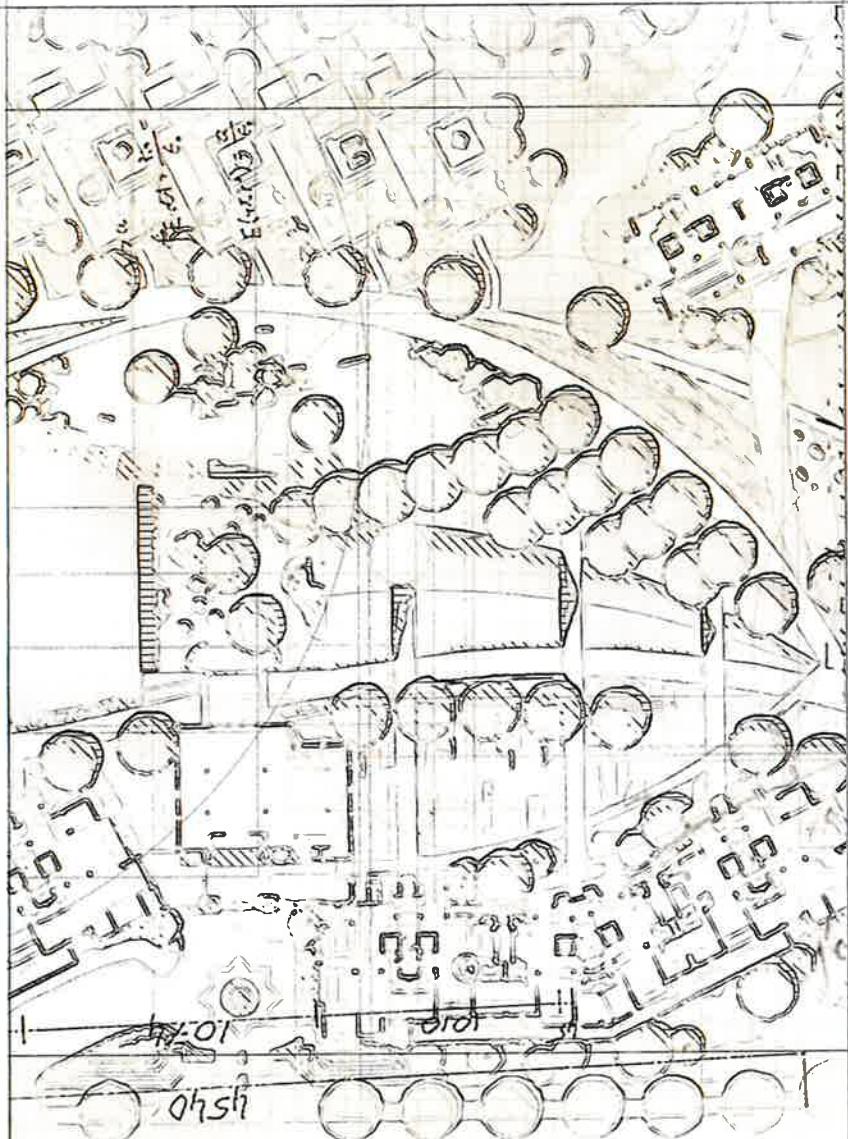


Walkway to be removed

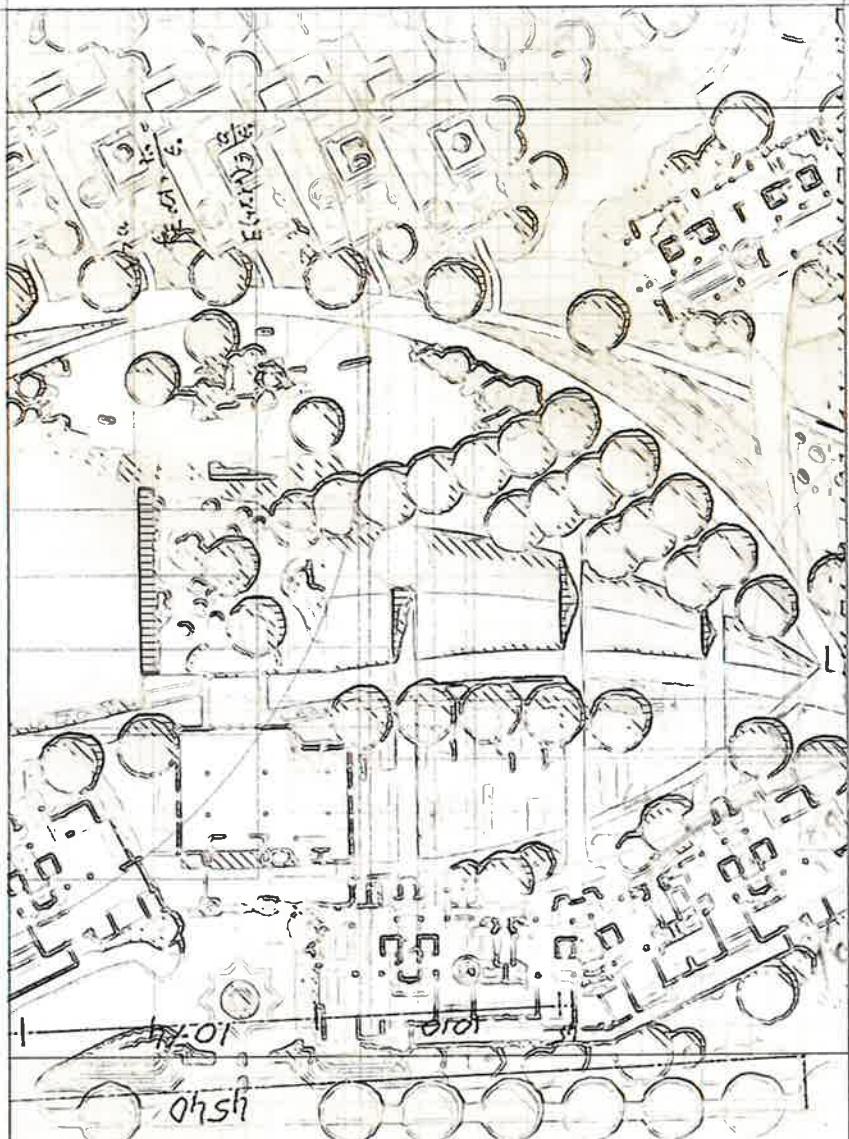
Not an official future road



THE INVITATION



WRITTEN Q&A



OPEN Q&A

**FIRST AMENDMENT TO OPERATING AGREEMENT
OF
TEXAS PRAIRIE LAND, LLC**

This First Amendment to Operating Agreement of Texas Prairie Land, LLC (this “First Amendment”), is made and entered into as of May 20, 2025, (the “Amendment Date”), by and among the undersigned, being all of the Members of Texas Prairie Land, LLC, a Delaware limited liability company (the “Company”).

RECITALS:

WHEREAS, the Members have entered into that certain Operating Agreement of Texas Prairie Land, LLC (the “Original Agreement”), dated as of July 28, 2020. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meanings as assigned to such capitalized terms in the Original Agreement.

WHEREAS, John Cox, has been removed as Manager of the Company.

WHEREAS, the Members desires to amend the Original Agreement to name a replacement Manager in place of John Cox and to change the principal office of the Company.

NOW, THEREFORE, the Members hereby amend the Original Agreement as follows:

AMENDMENT

1. Management of the Company. As of the Amendment Date, the Manager of the Company shall be Phillip Huffines, acting alone and without the joinder of the other or any other person or Member (the “Manager”). Accordingly, the definition of “Manager” in Section 1.18 of the Original Agreement is amended in its entirety to read as follows:

“Manager” means Phillip Huffines, acting alone and without the joinder of the other or any other person or Member.”

2. Principal Office. The principal office of the Company is hereby amended. Section 2.4 of the Original Agreement is hereby amended in its entirety to read as follows:

“The principal office of the Company shall be 8200 Douglas Avenue, Suite 300, Dallas, Texas 75225, or such other location as may be hereafter determined by the Manager.”

3. The Original Agreement as amended hereby is in full force and effect and is hereby ratified and confirmed.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Members have executed this First Amendment as of the
Amendment Date written above.

MEMBERS:

PHILLIP W. HUFFINES 2018 IRREVOCABLE TRUST

By: 
Phillip W. Huffines, Trustee

LOVE AND JOY TRUST

By: 
Donald Huffines, Trustee

Signature Page

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
RESTORE THE GRASSLANDS LLC**

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
RESTORE THE GRASSLANDS LLC**

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Exhibit AMEMBERS AND PERCENTAGE INTERESTS

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER ANY STATE SECURITIES ACTS IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS PROHIBITED UNLESS SUCH SALE OR DISPOSITION IS MADE IN COMPLIANCE WITH ALL SUCH APPLICABLE ACTS. ADDITIONAL RESTRICTIONS ON TRANSFER OF THE MEMBERSHIP INTERESTS ARE SET FORTH IN THIS AGREEMENT.

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
RESTORE THE GRASSLANDS LLC**

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF RESTORE THE GRASSLANDS LLC is entered into to be effective as of July , 2025 (the “Effective Date”), by Phillip Huffines 2018 Irrevocable Trust (“PH Trust”), Texas Prairie Land, LLC, a Delaware limited liability company (“TPL”), and Jordan Ramirez (“Ramirez”), as Members.

Certain terms used in this agreement are defined in Article II hereof.

RECITALS

A. Restore the Grasslands LLC, a Texas limited liability company (the “Company”), was formed with the filing of the Certificate on September 2, 2019, with the Secretary of State of Texas, but the Company conducted no business prior to July 28, 2020.

B. On July 28, 2020, TPL, acting as the sole Member of the Company, entered into that certain Limited Liability Company Agreement of Restore the Grasslands LLC, as amended by that certain First Amendment to Limited Liability Company Agreement of Restore the Grasslands LLC, and pursuant to such First Amendment, John C. Cox (“JCC”) was designated as the manager of the Company.

C. On September 22, 2023, the Limited Liability Company Agreement of Restore the Grasslands LLC was further amended by that certain Amended and Restated Limited Liability Company Agreement of Restore the Grasslands LLC wherein, in addition to other matters set forth therein, JCC was admitted as a second Member in the Company (collectively, the “First Amended and Restated Agreement”).

D. On April 10, 2025, JCC resigned his position as manager of the Company, JCC conveyed his [REDACTED] interest to the Company and JCC was removed as a second Member in the Company and in his place, Phillip Huffines was immediately appointed as manager of the Company.

E. On April 10, 2025, PH Trust acquired the [REDACTED] interest in the Company and the First Amended and Restated Agreement of Restore the Grasslands LLC was further amended by that certain Second Amended and Restated Limited Liability Company

Agreement of Restore the Grasslands LLC wherein, in addition to other matters set forth therein, JCC was removed as a second Member in the Company and PH Trust was admitted as a second Member in the Company (collectively, the "Second Amended and Restated Agreement").

F. As of the Effective Date, Phillip Huffines has resigned as manager of the Company.

G. As of the Effective Date, Ramirez has purchased a [REDACTED] Percentage Interest in the Company and TPL and PH Trust desire to admit Ramirez as a third Member in the Company and in connection with such admission, by this Third Amended and Restated Limited Liability Company Agreement, TPL, PH Trust and Ramirez have agreed to and do hereby amend, restate and replace the Second Amended and Restated Agreement in its entirety, on the terms set forth herein and appoint Ramirez as the Managing Member of the Company, to perform all duties and management of the Company including the day-to-day business affairs of the Company and to do and perform all acts and duties to fulfill the business purpose of the Company.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Members hereby agree as follows:

ARTICLE I. ORGANIZATIONAL MATTERS

1.1 Continuation. Subject to the provisions of this Agreement, the Members hereby continue the Company as a limited liability company pursuant to the Texas Act. Except as expressly provided herein, the rights and obligations of the Members and the administration and termination of the Company shall continue to be governed by the Texas Act.

1.2 Name. The name of the Company shall continue to be, and the business of the Company shall continue to be conducted under the name of, Restore the Grasslands LLC. A Majority Interest may change the name of the Company at any time and from time to time.

1.3 Term. The Company shall continue in existence in perpetuity or until the earlier termination of the Company in accordance with the provisions of Section 9.1.

1.4 Registered Office and Principal Office of Company: Address of the Members

(a) Company Offices. The registered office of the Company in the State of Texas shall be 1999 Bryan Street, Suite 900, Dallas, Texas 75201, and the registered agent for service of process on the Company at such registered office shall be CT Corporation System or such other registered office or registered agent as a Majority Interest may from time to time designate. The principal office of the Company shall be 8200 Douglas Avenue, Suite 300, Dallas, Texas 75225, or such other place as a Majority Interest may from time to time designate. The Company may maintain offices at such other place or places as a Majority Interest deems advisable.

(b) Address of the Members. The address of PH Trust is [REDACTED]
[REDACTED] the address of TPL is [REDACTED]
[REDACTED] and the address of Ramirez is [REDACTED]
[REDACTED]

1.5 Ownership. The Membership Interest of each Member in the Company shall be personal property for all purposes. All property and interests in property, real or personal, owned by the Company shall be deemed owned by the Company as an entity, and no Member, individually, shall have any ownership of such property or interest except by having an ownership interest in the Company as a Member. Each of the Members irrevocably waives, during the term of the Company and during any period of its liquidation following any dissolution, any right that it may have to maintain any action for partition with respect to any of the assets of the Company.

1.6 Title to Company Property. It is the desire and intention of the Members that legal title to all property of the Company shall be held and conveyed in the name of the Company.

1.7 Limits of Company. The relationship between the parties hereto shall be limited to the carrying on of the business of the Company in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be a limited liability company for the sole and limited purpose of carrying on such business. Except as otherwise provided for or contemplated in this Agreement, nothing herein shall be construed to create a partnership between the Members or to authorize any Member to act as general agent for any other Member.

1.8 Superseding Effect. This Agreement supersedes the Original Agreement and all other earlier limited liability company agreements with respect to the Company, and such previous agreements shall no longer have any force or effect from and after the Effective Date.

ARTICLE II. DEFINITIONS

The following definitions shall apply to the terms used in this Agreement, unless otherwise clearly indicated to the contrary in this Agreement:

"Adjusted Capital Account" means, with respect to any Member, a special account maintained for such Member, [REDACTED]
[REDACTED]

"Adjusted Capital Account Deficit" means with respect to any Member, the deficit balance, if any, in the Capital Account of that Member as of the end of the relevant Fiscal Year or other relevant period, giving effect to the adjustments thereto and further adjusted as follows:
[REDACTED]

Affiliate means any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

Agreement means this Third Amended and Restated Limited Liability Company Agreement of Restore the Grasslands LLC, as it may be amended, supplemented, or restated from time to time.

Book Depreciation has the meaning set forth in Section 4.3(b)(v).

Book Value has the meaning set forth in Section 4.3(c).

Business Day means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States or the State of Texas shall not be regarded as a Business Day.

Capital Account means the capital account maintained for the Members pursuant to Section 4.3.

Capital Contribution or **Capital Contributions**, as the context may require, means any cash or other property contributed by the Members to the Company pursuant to the provisions of this Agreement.

Capital Preference Amount means, with respect to each Member, [REDACTED]

Certificate means the Certificate of Formation of the Company filed previously with the Secretary of State of the State of Texas, as such Certificate may be amended or restated from time to time.

Certificate of Termination means the Certificate of Termination to be filed by a filing entity that has completed the winding up process pursuant to Section 11.101 of the Texas Act.

Code means the Internal Revenue Code of 1986, as amended and in effect from time to time.

Company means Restore the Grasslands LLC, the Texas limited liability company previously established pursuant to the Original Agreement with the filing of the Certificate with the Secretary of State of the State of Texas.

“Dissolution Event” has the meaning set forth in Section 9.1(b).

“Distributable Cash” [REDACTED]

“Effective Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Estimated Federal Tax Liability” has the meaning set forth in Section 5.7(c).

“Estimated Net Taxable Income” has the meaning set forth in Section 5.7(d).

“Estimated Tax Liability” has the meaning set forth in Section 5.7(b).

“Fair Market Value” means the price in cash, or its equivalent, that an asset would bring considering its highest and most profitable use, if then offered for sale in the open market, in competition with other similar assets at or near the same location, with a reasonable time allowed to find a purchaser.

“Fiscal Year” means the Company’s fiscal year, which shall be the calendar year.

“Indemnitee” has the meaning set forth in Section 6.9.

“Losses” has the meaning set forth in Section 4.3(b).

“Majority Interest” means those Members that own more than 50% of the Percentage Interests.

“Managing Member” means Jordan Ramirez, an individual, who the Members have agreed to appoint as the manager of the Company who is responsible for performing all duties and management of the Company including the day-to-day business affairs of the Company and doing and performing all acts and duties to fulfill the business purpose of the Company pursuant to the terms of this Third Amended and Restated Limited Liability Company Agreement.

“Member” or “Members” means PH Trust, TPL, Ramirez and any other Person who has been admitted or is deemed to have been admitted as a Member in the Company and whose admission has been reflected on the books and records of the Company.

“Membership Interest” means the membership interest of a Member in the Company, [REDACTED]

“Nonrecourse Deductions” has the meaning set forth in Regulations Section 1.704-2(b)(1).

“Original Agreement” has the meaning set forth in Recital A.

“Partner Minimum Gain” shall mean partner nonrecourse debt minimum gain as determined under the rules of Regulations Section 1.704-2(i).

“Partner Nonrecourse Debt” has the meaning set forth in Regulations Section 1.704-2(b)(4).

“Partnership Minimum Gain” has the meaning set forth in Regulations Section 1.704-2(d).

“Percentage Interest” means the percentage set forth opposite each Member’s name on EXHIBIT A to this Agreement, as such exhibit may be amended from time to time in accordance with this Agreement.

“Person” means an individual or a corporation, partnership, limited partnership, limited liability company, trust, estate, unincorporated organization, association, or other entity.

“Profits” has the meaning set forth in Section 4.3(b).

“Regulations” means the Treasury Regulations promulgated under the Code, as amended and in effect from time to time (including corresponding provisions of any succeeding regulations).

“Regulatory Allocations” has the meaning set forth in Section 5.3.

“Settlement Notice” has the meaning set forth in Section 6.9(c).

“Tax Distribution” has the meaning set forth in Section 5.7(f).

“Taxable Loss” has the meaning set forth in Section 5.7(e).

“Tax Notice” has the meaning set forth in Section 5.7(a).

“Texas Act” means the Texas Business Organizations Code, as it may be amended from time to time, and any successor to such Texas Act.

“TPL” means Texas Prairie Land, LLC, a Delaware limited liability company, and its permitted successors and assigns.

“Transfer” has the meaning set forth in Section 8.1.

"Undistributed Capital" means, with respect to each Member at a particular time, the amount in a special recordkeeping account maintained by the Company for such Member, [REDACTED]

ARTICLE III. PURPOSE

3.1 Purposes and Scope. The purpose and business of the Company shall be the conduct of any business or activity that may be lawfully conducted by a limited liability company pursuant to the Texas Act. Any or all of the foregoing activities may be conducted directly by the Company or indirectly through another company, partnership, joint venture or other arrangement.

ARTICLE IV. CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

4.1 Capital Contributions. On or prior to the Effective Date, TPL, PH Trust and Ramirez have made or shall have made those Capital Contributions, as reflected in the books and records of the Company. If, at any time, the revenues and other funds available to the Company are not adequate to meet its obligations, TPL, PH Trust and Ramirez shall make additional Capital Contributions in such amounts as the Majority Interest deems necessary.

4.2 Interest. No interest shall be paid by the Company on Capital Contributions or on balances in Capital Accounts.

4.3 Capital Accounts.

(a) Maintenance Rules. The Company shall maintain for each Member a separate Capital Account in accordance with this Section 4.3, which shall control the division of assets upon liquidation of the Company as provided in Section 9.4. Each Capital Account shall be maintained in accordance with the following provisions:

(i) [REDACTED]

(ii) [REDACTED]

[REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. If the Managing Member (with the approval of a Majority Interest) determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts (including, without limitation, increases or decreases relating to liabilities which are secured by contributions or distributed property or which are assumed by the Company or a Member), are computed in order to comply with such Regulations, the Managing Member may authorize such modifications, provided that it is not likely to have a material effect on the amounts distributable to any Person pursuant to Section 9.4 upon the dissolution and liquidation of the Company.

(b) Definition of Profits and Losses. “Profits” and “Losses” mean, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such Fiscal Year or period, determined in accordance with Code section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

(v) [REDACTED]

(vi) [REDACTED]

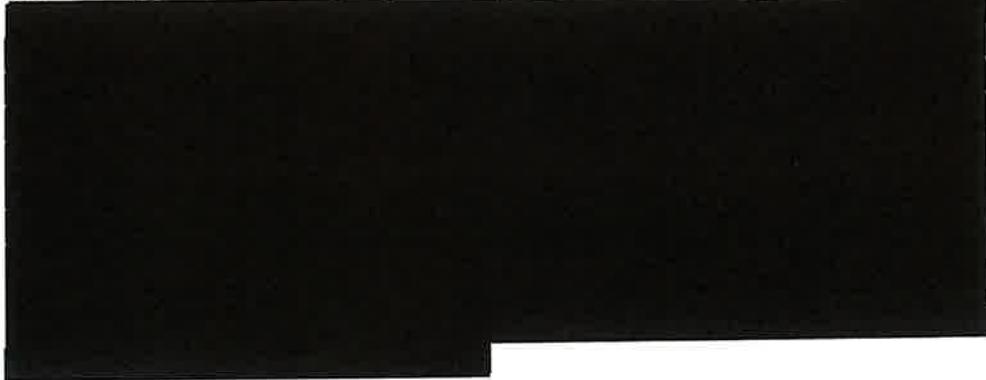
(vii) [REDACTED]

(c) Definition of Book Value. “Book Value” means for any asset the asset’s adjusted basis for federal income tax purposes, except as follows:

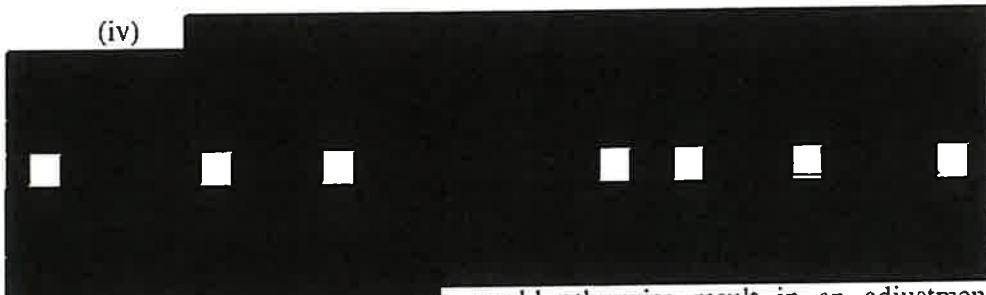
(i) [REDACTED]

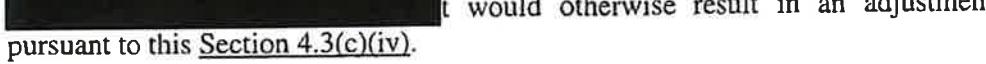
(ii) The Book Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managing Member

(with the approval of a Majority Interest), as of the following times:



(iii) 

(iv) 

 it would otherwise result in an adjustment pursuant to this Section 4.3(c)(iv).

(v) 

4.4 Negative Capital Accounts.



4.5 Limited Liability of the Members. No Member shall be liable for the debts, obligations, or liabilities of the Company beyond such Capital Contributions that the Members have made as of the Effective Date or will make, all as described in the first two sentences of Section 4.1. No Member shall be required to make any Capital Contribution or loan to the Company after the Effective Date beyond the Capital Contribution made or to be made by the Members as described in the first two sentences of Section 4.1.

ARTICLE V.
ALLOCATIONS AND DISTRIBUTIONS

5.1 Basic Allocations.

(a) After giving effect to the allocations set forth in Section 5.2 and Section 5.3, but subject to Section 5.1(b), the Profits and Losses of the Company for each Fiscal Year (or portion thereof), shall be allocated among the Members [REDACTED]

[REDACTED]

(b) Limitation on Loss Allocations. [REDACTED]

[REDACTED]

5.2 Special Allocations of Profits and Losses.

(a) Minimum Gain Chargeback. [REDACTED]

[REDACTED]

(b) Partner Minimum Gain Chargeback. [REDACTED]

[REDACTED]

(c) Qualified Income Offset.

(d) Gross Income Allocation.

(e) Basis Adjustments.

(f) Nonrecourse Deductions.

(g) Partner Nonrecourse Deductions.

5.3 Curative Allocations. The allocations set forth in Section 5.1(b) and Section 5.2(a) through Section 5.2(g) (the “Regulatory Allocations”) are intended to comply with certain

requirements of the Regulations. [REDACTED]

5.4 Tax Allocations: Code Section 704(c).

(a) [REDACTED]

(b) [REDACTED]

(c) Any elections or other decisions relating to allocations made pursuant to this Section 5.4 shall be made by the Managing Member (with the approval of a Majority Interest) in any manner that reasonably reflects the purpose and intention of the Agreement. Allocations pursuant to this Section 5.4 are solely for purposes of federal, state, and local taxes and shall not affect or in any way be taken into account in computing any Member's Capital Account or share of Profits, Losses, and other items or distributions pursuant to any provision of this Agreement.

5.5 Other Allocation Rules.

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

5.6 Distributions. [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

5.7 Tax Distributions. [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]

5.8 Limitation on Distributions.

ARTICLE VI. MANAGEMENT OF THE COMPANY

6.1 Authority of the Managing Member. The Managing Member shall manage the Company, subject to approval of the Majority Interest. The Managing Member shall conduct, direct, and exercise full control over all activities of the Company and except as expressly provided herein, all management powers over the business and affairs of the Company shall be vested in the Managing Member; *provided, however,* the Managing Member must notify the other Members and obtain Majority Interest approval prior to the date that Managing Member desires to: (a) cause the Company to enter into any transaction or agreement with an Affiliate of any Member pursuant to Section 6.10 below or otherwise; (b) cause the Company to sell, assign, or encumber any material asset of the Company; or (c) cause the Company to incur any material debt or obligation.

6.2 Officers of the Company.

(a) The Managing Member (with the approval of a Majority Interest) may appoint officers of the Company in accordance with this Section 6.2. Each officer shall hold office until his successor shall have been duly elected pursuant to Section 6.2(b), until his death, or until he shall resign or shall have been removed pursuant to Section 6.2(c). Any two or more offices may be held by the same person.

(b) Each officer of the Company shall be elected and appointed to his respective office by the Managing Member (with the approval of a Majority Interest).

(c) Any officer elected or appointed pursuant to Section 6.2(b) may be removed, with or without cause, by the Managing Member (with the approval of a Majority Interest) at any time. Election or appointment of an officer shall not of itself create contract rights.

(d) Any vacancy occurring in any office of the Company (by death, resignation, removal, or otherwise) may be filled in the manner set forth in Section 6.2(b) hereof. The Managing Member is not required to designate persons to serve in all of the officer positions or to fill any vacancies that may occur.

(e) Subject to Section 6.1, officers shall have such authority and perform such duties in the management of the Company as may be deemed appropriate by the Managing Member.

(f) The compensation, if any, of officers shall be fixed from time to time by the Managing Member (with the approval of a Majority Interest).

6.3 Certificate. TPL previously caused the Certificate to be filed with the Secretary of State of Texas as required by the Texas Act. The Managing Member shall cause to be filed at the Company's expense such other certificates or documents (including, without limitation, copies, renewals, amendments or restatements of the Certificate) as may be determined by the Managing Member to be reasonable and necessary or appropriate for the formation or qualification and operation of a limited liability company in the State of Texas and in any other state in which the Company may elect to do business.

6.4 Compensation and Reimbursement of Managing Member.

(a) [REDACTED]

(b) [REDACTED]

6.5 Outside Activities. Each Member, any Affiliate of such Member, and any director, officer, partner, or employee of such Member or any Affiliate thereof, shall be entitled to, and may have business interests and engage in business activities in addition to those relating to the Company, and in any other businesses and activities for its own account and for the accounts of others without having or incurring any obligation to offer any interest in or funds from such properties, business or activities to the Company or to any other Member, and no other provision of this Agreement shall be deemed to prohibit a Member or any such other Person from conducting such other businesses and activities.

6.6 Company Funds. The funds of the Company shall be deposited in such segregated Company account or accounts as are designated by the Managing Member (with the approval of a Majority Interest). The Managing Member shall not commingle Company funds with any funds or accounts of the Managing Member, any other Member, and/or their Affiliates. The Managing Member and/or permitted officers or agents designated by a Majority Interest shall be authorized to sign checks or drafts against any Company account. Any withdrawals from or charges against such accounts may be made by the Managing Member, or by any such officers or agents in accordance with the terms of the Agreement.

6.7 Duties. The Managing Member shall manage the Company and its business affairs with respect to its participation in the Company to the best of its abilities, and shall use its good faith efforts to carry out the business of the Company. The Managing Member shall act honestly, in good faith and in the best interest of the Company. The Managing Member shall devote itself to the business of the Company to the extent necessary for the efficient carrying on thereof and in a manner that will permit the Managing Member to fulfill those duties and responsibilities described in this Agreement. Whenever requested by a Majority Interest, the Managing Member shall render a just and faithful account of all dealings and transactions relating to the business of the Company.

6.8 Insurance. The Managing Member, on behalf of the Company and at the Company's cost and expense, may obtain and maintain such insurance coverage as the Managing Member or a Majority Interest deems advisable.

6.9 Indemnification of Managing Member and Members. The Company shall indemnify and hold harmless the Managing Member, the Members, and their officers, constituent members, constituent partners, and employees (individually, an "Indemnitee"), as follows:

(a) In any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, to which an Indemnitee was or is a party or is threatened to be made a party by reason of the fact that such Indemnitee is or was a Managing Member or Member, or a director, officer, trustee, employee, or constituent shareholder of a Managing Member or a Member, the Company shall indemnify such Indemnitee against attorneys' fees, judgments, fines, penalties, settlements, and reasonable expenses actually incurred by such Indemnitee in connection with the defense and/or settlement of such action, suit or proceeding, if such Indemnitee acted in all cases in good faith, within such Person's scope of authority, without gross negligence or willful misconduct, and in a manner that at least did not oppose the best interests of the Company, and in the case of the exercise of authority by the Indemnitee under the Texas Act or this Agreement, other than service for another enterprise, in a manner reasonably believed by such Indemnitee to be in the best interests of the Company, and with respect to any criminal action or proceeding, the Indemnitee did not have reasonable cause to believe that his conduct was unlawful. In no event, however, shall indemnification ever be made in relation to a proceeding in which the Indemnitee has been found liable for fraud or a criminal act or for gross negligence, willful, or intentional misconduct in the Indemnitee's performance of its duty to the Company or in relation to a proceeding which arises out of a material violation by the Indemnitee of the terms and provisions of this Agreement. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that an Indemnitee did not act in good faith and in a manner reasonably believed by such Indemnitee to be in the best interests of the Company or not opposed to the Company's best interests.

(b) If a claim or assertion of liability is made or asserted by a third party against an Indemnitee by reason of the fact that such Indemnitee was or is a party or is threatened to be a party by reason of the fact that such Indemnitee is or was a Managing Member or a Member, or is a director, officer, trustee, employee, or constituent shareholder of a Managing Member or a Member, Indemnitee will forthwith give to the Company and the Managing Member written notice of the claims or assertion of liability and request the Company to defend the same and any other related claims or assertions of liability that are included in the same complaint. Failure to so notify the Company will not relieve the Company of any liability, which the Company might have to Indemnitee except to the extent that such failure actually prejudices the Company's legal position. The Company will have the obligation to defend against such claims or assertions and the Company will give written notice to the Indemnitee of acceptance of the defense of such claims and the name of the counsel selected by the Company to defend such claims. The

Indemnitee will be entitled to participate with the Company in such defense and also will be entitled at its option (and expenses) to employ separate counsel for such defense. In the event the Company does not accept the defense of the claims or in the event that the Company or its counsel fails to use reasonable care in maintaining such defense, the Indemnitee will have the right to employ counsel for such defense at the expense of the Company. The Company and the Indemnitee will cooperate with each other in the defense of any such action and the relevant records of each will be made available to the other with respect to such defense. If, at the conclusion of any such proceedings, it is determined that the Indemnitee would not have been entitled to indemnification pursuant to this Section 6.9 for such claims or assertions, then the Indemnitee shall immediately reimburse the Company for any costs and expenses paid by the Company to defend the Indemnitee pursuant to this Section 6.9(b).

(c) No Indemnitee will be entitled to indemnification under this Section 6.9 if it has entered into any settlement or compromise of any claim giving rise to any indemnifiable loss without the written consent of the Company. If a bona fide settlement offer is made with respect to a claim and the Company desires to accept and agree to such offer, the Company will give written notice to the Indemnitee to that effect (the "Settlement Notice"). If the Indemnitee fails to consent to the settlement offer within ten calendar days after receipt of the Settlement Notice, then the Indemnitee will be deemed to have rejected such settlement offer and will be responsible for continuing the defense of such claim and, in such event, the maximum liability of the Company as to such claim will not exceed the amount of such settlement offer plus any and all reasonable costs and expenses paid or incurred by the Indemnitee up to the date of the Settlement Notice and which are otherwise the responsibility of the Company pursuant to this Section 6.9.

(d) Any indemnification permitted under this Section 6.9 shall be made only out of the assets of the Company and no Managing Member or Member shall be obligated to contribute to the capital of or loan funds to, the Company to enable the Company to provide such indemnification.

(e) The indemnification provided by this Section 6.9 shall be in addition to any other rights to which each Indemnitee may be entitled under any agreement or vote of the Members, as a matter of law or otherwise, as to action in the Indemnitee's capacity as a Managing Member, Member, or as a director, officer, employee, or constituent shareholder of a Managing Member, Member, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, administrators, and personal representatives of the Indemnitee.

(f) Except as otherwise provided in this Agreement, the Company may purchase and maintain insurance on behalf of any one or more Indemnitees if approved by the Managing Member.

(g) In no event may an Indemnitee subject a Managing Member or Member to personal liability by reason of the indemnification provisions of this Agreement.

(h) The provisions of this Section 6.9 are for the benefit of the Indemnitees and the heirs, successors, assigns, administrators, and personal representatives of the Indemnitees and shall not be deemed to create any rights for the benefit of any other Persons.

6.10 Services of Affiliates. Notwithstanding anything contained in this Agreement to the contrary, the Company may enter into an agreement or transaction with a Member, an Affiliate of the Company, and/or an Affiliate of the Managing Member or a Member for the provision of services to the Company provided that: (a) a Majority Interest approves such agreement in advance; (b) such agreement provides for accounting, tax, legal, administrative, management, and insurance services by or to the Company; and (c) such agreement provides for payment by or to the Company of commercially reasonable compensation and/or provides for the allocation, on a monthly basis, of the Company's proportionate share of the Affiliate's costs and expenses (including overhead and salaries of personnel and office expenses) related to the provision of such services by the Affiliate to the Company.

ARTICLE VII. ACCOUNTING AND TAX MATTERS

7.1 Records and Accounting. The Managing Member and TPL shall cooperate with each other to keep or cause to be kept appropriate books and records with respect to the Company's business, which shall at all times be kept at the principal office of the Company or TPL or such other office as a Majority Interest may designate for such purposes.

7.2 Preparation of Tax Returns.

(a) TPL shall, at the Company's expense, arrange for the preparation and timely filing of all returns of Company income, gains, deductions, losses, and other items necessary for federal, state, and local income tax purposes. The Managing Member shall cooperate with TPL in the preparation and filing of such returns.

(b) Without the prior approval of TPL, neither the Managing Member nor any Member shall file an amended return of the Company, and neither the Managing Member nor any Member shall commence any administrative or judicial proceeding relating to a return of the Company. Nothing herein shall be construed to prevent the Managing Member or a Member from undertaking any administrative or judicial proceeding with respect to its own return.

7.3 Tax Elections. The Company shall make the following elections on the appropriate tax returns:

(a) to be treated as a disregarded entity for federal income tax purposes until 12:00 a.m. on the Effective Date; and

(b) to be treated as a partnership for federal income tax purposes from and after 12:00 a.m. on the Effective Date; and

(c) to adopt the calendar year as the Company's Fiscal Year; and

(d) if a distribution of Company property as described in Code Section 734 occurs or if a transfer of a Membership Interest as described in Code Section occurs, on written request of any Member, to elect, pursuant to Code Section 754, to adjust the basis of Company properties; and

(e) to elect to amortize the organizational expenses of the Company and the startup expenditures of the Company ratably over the maximum period as permitted under Code Section 195 and Section 709(b); and

(f) any other election, as a Majority Interest may deem appropriate and in the best interests of the Members.

Neither the Company, the Managing Member, nor any Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this Agreement shall be construed to sanction or approve such an election.

7.4 Partnership Representative. TPL shall be designated the "partnership representative" of the Company pursuant to Code Section 6223. Such designee is authorized and required to represent the Company, at the Company's expense, in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Managing Member and each Member agree to cooperate with the "partnership representative" and to do or refrain from doing any or all things reasonably requested by the "partnership representative" to conduct such proceedings.

ARTICLE VIII. TRANSFERS OF MEMBERSHIP INTERESTS

8.1 Transfer Restriction. No Membership Interest shall be Transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article VIII. Any Transfer or purported Transfer of any Membership Interest not made in accordance with this Article VIII shall be null and void. An alleged transferee shall have no right to require any information or account of the Company's transactions or to inspect the Company's books. The Company shall be entitled to treat the alleged transferor of a Membership Interest as the absolute owner thereof in all respects and shall incur no liability to any alleged transferee for distributions to the Member owning such Membership Interest of record or for allocations of income, gain, losses, deductions or credits or for transmittal of reports and notices required to be given to holders of Membership Interests. The term "Transfer," when used in this Agreement, with respect to a Membership Interest, includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange, or any other disposition.

8.2 Transfer of Interests of Members. The Membership Interest of a Member may not be Transferred except: (a) if the Member is not an individual, upon the adjudication of bankruptcy, dissolution or other cessation of its existence, to the authorized representative thereof for the purpose of effecting the winding up and disposition of the business of such entity; (b) to any other Person with the prior written consent of a Majority Interest.

8.3 **Additional Limitations on Transfers of Membership Interests.** A Majority Interest may require, as a condition to any transfer of a Membership Interest of a Member, that, in such Majority Interest's reasonable determination the transfer will not violate the registration requirements of applicable securities laws or cause any prior offer and sale of Membership Interests to violate such requirements. A Majority Interest may also require the proposed transferee to deliver to the Company acceptable representations and warranties respecting its status under applicable securities laws and its investment intent with respect to the Membership Interest and may require the transferor and transferee to supply such other documentation as such Majority Interest may deem advisable in its reasonable discretion.

8.4 **Admission of Substitute Members and Successor Managing Member.**

(a) **Admission of Members.** The Managing Member and Members acknowledge and agree that Phillip Huffines (i) resigned as manager of the Company, and (ii) Ramirez is hereby admitted as a Member upon execution of this Agreement.

(b) **Admission of Successor Member.** Subject to the other provisions of this Article VIII, a transferee of a Membership Interest of a Member shall be admitted as a Member only after the satisfactory completion of items (i) through (iv) below, and if applicable, item (v) and/or item (vi):

(i) Such transferee is reasonably acceptable to a Majority Interest;

(ii) The transferee accepts and agrees to be bound by the terms and provisions of this Agreement as a Member with respect to the Membership Interest so transferred;

(iii) A counterpart of this Agreement and such other documents or instruments as a Majority Interest may reasonably require is executed by the transferee to evidence such acceptance and agreement;

(iv) The transferee pays or reimburses the Company for all reasonable legal fees, filing, and publication costs incurred by the Company in connection with the admission of the transferee as a Member with respect to the Membership Interest so transferred;

(v) If the transferee is not an individual, the transferee provides the Company with evidence satisfactory to counsel for the Company of the authority of such transferee to become a Member under the terms and provisions of this Agreement; and

(vi) The transferee has satisfied any other reasonable terms on which a Majority Interest's approval may have been conditioned, which terms are not inconsistent with the provisions of this Agreement and do not add any material requirements as a condition to the transfer.

8.5 **Prohibited Transfers.** Any transfer or purported transfer, whether by operation of law or otherwise, of a Membership Interest shall be null and void and of no legal effect unless it is permitted by this Article VIII or by other provisions of this Agreement.

ARTICLE IX. DISSOLUTION AND WINDING UP

9.1 **Dissolution.**

(a) Except as otherwise provided in this Agreement, neither the Managing Member nor any Member shall have the right to terminate this Agreement or dissolve the Company by its express will or by withdrawal without the prior written consent of a Majority Interest.

(b) The Company shall be dissolved upon the first to occur of any of the following events and/or on the following dates (each such event is referred to as a "Dissolution Event"):

(i) the entry of a decree of judicial dissolution under the Texas Act;

(ii) an election to dissolve the Company is approved in writing by a Majority Interest;

(iii) The sale or other disposition by the Company of all or substantially all of the Company's assets and the collection by the Company and distribution to the Members of the proceeds from such sale (whether proceeds shall be cash, notes, or other property) pursuant to this Agreement; or

(iv) Any other event causing a dissolution of the Company (it being recognized that an event causing a dissolution of the Company under the Texas Act that can be altered or eliminated by an agreement of the Members, shall be deemed to be altered or eliminated and not included in this Section 9.1(b)(iv)).

9.2 **Effect of Dissolution.** Upon the dissolution of the Company, the Company will cease to carry on its business, except insofar as may be necessary for the winding up of its business, and the assets of the Company will be determined and valued effective as of the day on which the event occurs that results in such dissolution, but the Company will not terminate until there has been a winding-up of the Company's business and affairs and the assets of the Company have been liquidated and distributed as provided in this Agreement. Upon the dissolution of the Company, the Company will cause prior written notice of its intention to dissolve to be mailed to each known creditor of and claimant against the Company in the manner required by the Texas Act.

9.3 **Winding Up Procedures.** Upon the dissolution of the Company, the Company will (a) proceed to collect its assets; (b) convey and dispose of such of its properties as are not to be distributed in kind to the Members; (c) pay, satisfy, and discharge its liabilities, or make adequate provision for payment and discharge of such liabilities; and (d) do all other acts required to liquidate its business and affairs.

9.4 Distribution of Assets Upon Dissolution. In settling the accounts of the Company after its dissolution, the assets of the Company will be applied and distributed in the following order of priority:

(a) *First*, to the extent permitted by law, and in accordance with the priorities, if any, established by applicable law, to creditors in satisfaction of liabilities of the Company, including liabilities of the Company to a Member as a creditor (other than for distributions and Capital Contributions), whether by payment or establishment of reserves;

(b) *Second*, to the Members and any assignees of the Members in accordance with Section 5.6



9.5 Distributions in Kind. Notwithstanding the provisions of Section 9.4, which require the liquidation of the assets of the Company, but subject to the order of priorities set forth therein, if on dissolution of the Company, a Majority Interest determines that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss to the Members and any assignees, such Majority Interest may defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Company (other than those to Members) and/or may distribute to the Members and assignees, in lieu of cash, as tenants in common and in accordance with the provisions of Section 9.4, undivided interests in such Company assets as a Majority Interest deems not suitable for liquidation. Any such distributions in kind shall be subject to such conditions relating to the disposition and management of such properties as a Majority Interest deems reasonable and equitable and to any joint operating agreements or other agreements governing the operation of such properties at such time.

9.6 Certificate of Termination. When all liabilities and obligations of the Company have been paid or discharged, or adequate provision has been made for such liabilities, or in case its property and assets are not sufficient to satisfy and discharge all of the liabilities and obligations of the Company, then when all the property and assets of the Company have been applied to the extent available to the bona fide liabilities and obligations of the Company, and all of the remaining property and assets of the Company have been distributed to its Members, the Certificate of Termination will be executed on behalf of the Company by TPL or an authorized officer of the Company, and will be filed with the Secretary of State of the State of Texas, and TPL or an authorized officer of the Company will execute, acknowledge, and file any and all other instruments necessary or appropriate to reflect the dissolution and termination of the Company.

9.7 Negative Capital Accounts.



ARTICLE X. GENERAL PROVISIONS

10.1 Titles and Captions. All article and section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend, or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Articles" and "Sections" are to Articles and Sections of this Agreement.

10.2 Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

10.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each party hereto and its heirs, executors, administrators, successors, legal representatives, and permitted assigns.

10.4 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any other Person who is not a party to this Agreement.

10.5 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without regard to the principles of conflicts of law.

10.6 Invalidity of Provisions. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then the party hereto shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent of the party hereto that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

10.7 Further Action. The parties shall execute all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

10.8 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

10.9 Amendment Procedures. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be amended from time to time by the Members.

10.10 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each Member shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a transferee, upon executing and delivering such documents as required by a Majority Interest.

10.11 Attorneys' Fees. The prevailing party in any legal proceeding regarding this Agreement shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection with such proceeding.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the Effective Date.

MEMBERS:

TEXAS PRAIRIE LAND, LLC,
a Delaware limited liability company

By: 
Name: Phillip Huffines
Title: Managing Member

PHILLIP HUFFINES 2018 IRREVOCABLE TRUST

By: 
Phillip Huffines, Trustee

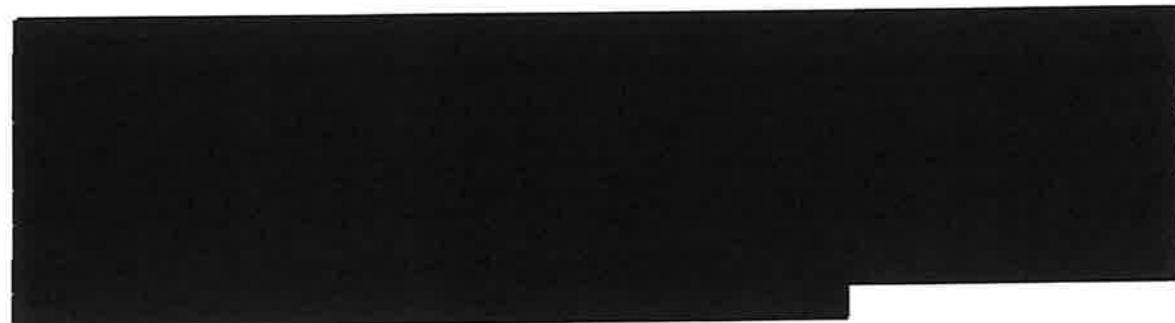
JORDAN RAMIREZ

MANAGING MEMBER:

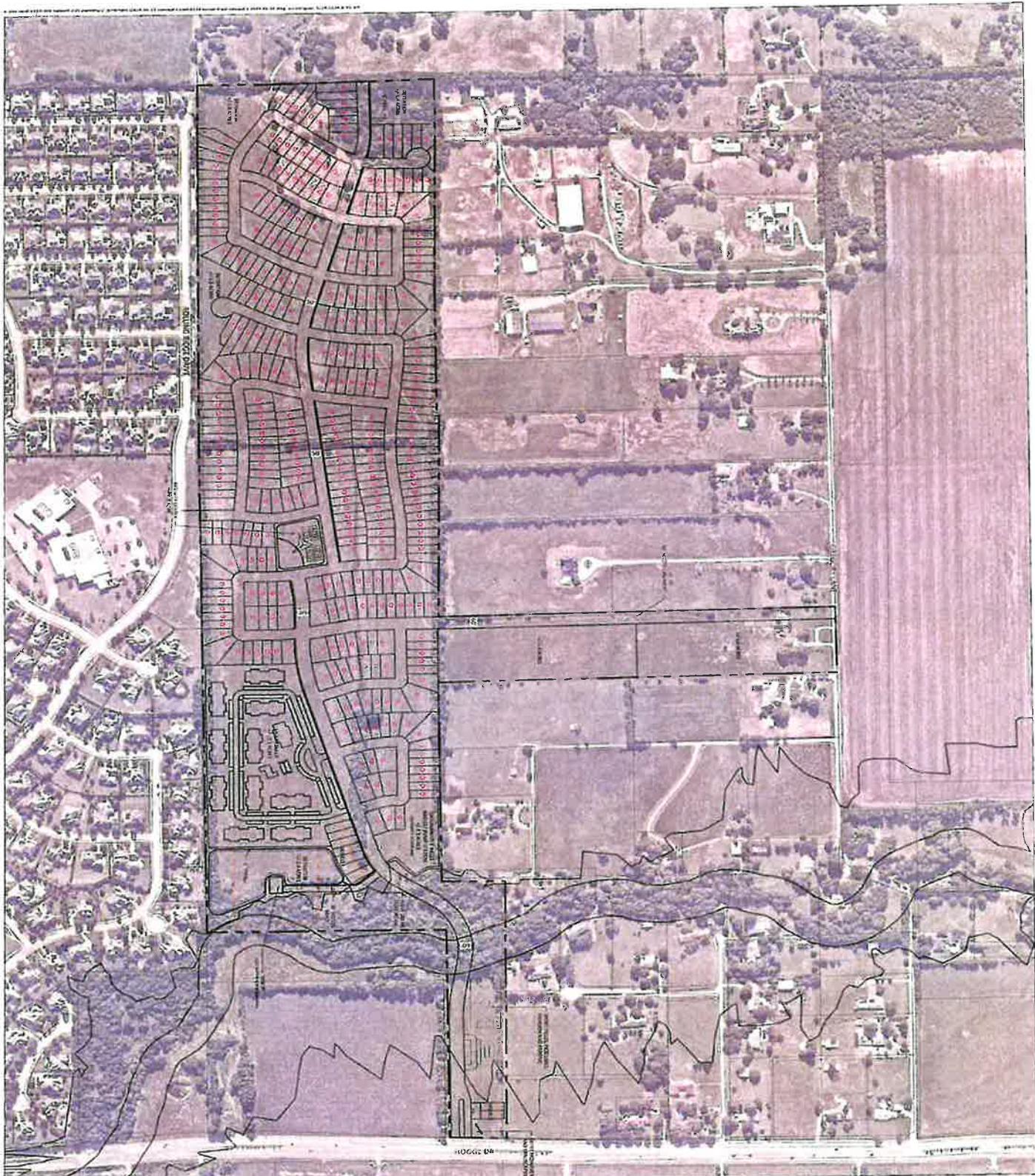
Jordan Ramirez

EXHIBIT A
Members and Percentage Interests

Member	Percentage Interest
PH Trust	[REDACTED]
TPL	[REDACTED]
Ramirez	[REDACTED]
Total	100%

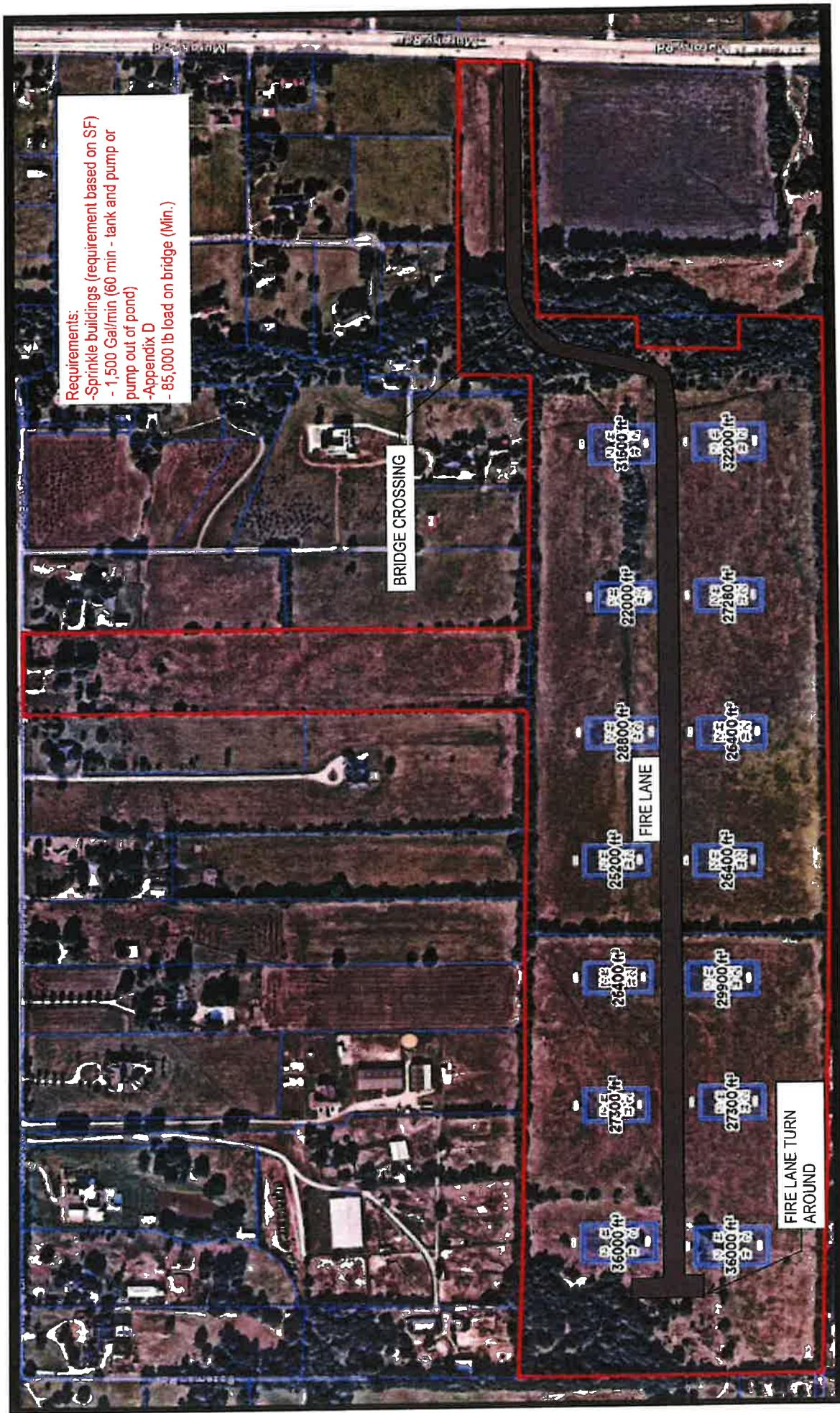


Additional Percentage Interest	Milestone Event
2.5%	[REDACTED] [REDACTED]
2.5%	[REDACTED]
5%	[REDACTED]



TURNER TRACT PLAN FOR DEVELOPMENT

PLAN FOR DEVELOPMENT





July 20, 2025

City of Parker

Parker City Council

RE: Transfer of Development Authority for 100 Acres – Restore the Grasslands LLC

To Whom It May Concern:

The property owner, Restore the Grasslands LLC, authorized Jordan Ramirez to finalize the peace settlement described in the attached agreement if he can get all parties to approve the agreement before September 1, 2025.

A handwritten signature in blue ink, appearing to read "Philip W. Huffines".

Managing Member
Restore the Grasslands LLC

PARKER DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement") is effective as of June 12, 2025 (the "Effective Date"), and entered into by and between the **CITY OF PARKER, TEXAS**, a Type A General Law municipality (the "City") and **RESTORE THE GRASSLANDS, LLC**, a Texas limited liability company (the "Developer" and the "Owner"), The City and the Developer are sometimes collectively referred to herein as the "Parties", and individually, as a "Party".

RECITALS

- A.** The Developer intends to develop an approximately 103.299-acre tract of land the majority of which is located in an unincorporated area of Collin County (the "County Property") described by metes and bounds on **Exhibit A** located within the proposed Collin County Municipal Utility District No. 7 (the "MUD").
- B.** The Developer intends to develop an approximately 12.357-acre tract of land located in the City's corporate limits (the "12 Acre Property") described by metes and bounds on **Exhibit B**.
- C.** The County Property and the 12 Acre Property are collectively referred to herein as the "Property".
- D.** The Property is within the City's water certificate of convenience and necessity ("CCN").
- E.** The Owner purchased the Property and seeks to assume the petition for creation of the MUD with the Texas Commission on Environmental Quality ("TCEQ") in the case docketed as TCEQ Docket No. 2022-0533-DIS and State Office of Administrative Hearings ("SOAH") Docket No. 582-23-01498.
- F.** The Owner received approval of wastewater discharge permit TPDES Permit No. WQ0016003001 (the "Permit") in the case styled TCEQ Docket No. 2022-0326-MWD and SOAH Docket No. 582-22-02856.
- G.** The City and others (i) oppose creation of the MUD TCEQ Docket No. 2022-0533-DIS along with the City of Murphy and affected parties (collectively, the "MUD Protest"), and (ii) appealed approval of the Permit in Case No. D-1-GN-23-008332 in the 250th Judicial District Court, Travis County, Texas (the "Appeal").
- H.** Certain individuals who oppose development of the Property challenged the status of Gregory Lane as a public road in Cause No. 296-02421-2024 in the District Court of the 471st Judicial District of Collin County, Texas (the "Gregory Lane Dispute").
- I.** The City, the Owner and the plaintiff's in the Gregory Lane Dispute (the "Gregory Lane Plaintiffs") are interested in foregoing additional expense associated with further litigation and resolving all issues related to development of the Property.

J. The Parties and the Gregory Lane Plaintiffs have entered into this Agreement to memorialize their agreements.

K. The Parties and the Gregory Lane Plaintiffs agree and stipulate that this Agreement will resolve all MUD Protest matters, the Appeal and the Gregory Lane Dispute (collectively, the "Disputes") between the Parties, the Owner, and the Gregory Lane Plaintiffs related to development of the Property and all claims in the Disputes.

NOW, THEREFORE, for and in consideration of the mutual agreements and conditions contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

Article I.
DISPUTE RESOLUTION AND DEVELOPMENT MATTERS

Section 1.01 Agreements of the Developer. Conditioned on (a) dismissal of the Disputes with prejudice to refiling before October 1, 2025, (b) creation of the MUD, and (c) the approval of a preliminary plat for all of the Property submitted by the Owner to the City with construction drawings for the 12 Acre Property at 30 percent design no later than July 31, 2025, the Developer hereby covenants and agrees to develop the Property consistent with the plan for development attached as Exhibit C (the "Plan for Development") and the Parker Development Agreement Bullet Points approved by Phillip Huffines March 31, 2025, attached as Exhibit D (the "Development Terms") with only this revision to the last bullet point narrowing the MUD's condemnation authority: the City agrees that the MUD may use its eminent domain authority within the City limits to acquire property for the purposes of installing utility infrastructure, including drainage. As long as the Developer complies with the Development Terms, the Developer may revise the Plan for Development at its options to revise the lot configuration as long as the lot count does not exceed 259 lots and the residential lot type is no smaller than 8,000 square feet. If the Disputes are not dismissed with prejudice to refiling on or before September 30, 2025, the Developer may revise the Plan for Development at its options and without restriction.

Section 1.02 Agreements of the City. The City acknowledges and agrees the County Property is within the jurisdiction of Collin County and is not within the City's extraterritorial jurisdiction. The City agrees to approve a plat consistent with the Plan for Development and the construction plans for water, sewer, roadway, and drainage improvements for full development of the Property consistent with the Plan for Development provided the plat and plans comply with the following adopted regulations and documents as each is in effect as of the Effective Date (collectively, the "Design Standards"):

- (a) the City's floodplain management regulations for the 12 Acre Property and the County regulations for the County Property;
- (b) the City of Plano storm drainage design manual for the 12 Acre Property and the County regulations for the County Property;

- (c) the Standard Specifications for Public Works Construction, published by the North Central Texas Council of Governments, with special provisions adopted and published by the City; and
- (d) the City's Manual for Design of Water and Sewer Lines.

Except for the foregoing Design Standards, no other regulations shall apply to such improvements including any other regulations cross-referenced in the City's Subdivision Regulations. In addition, the following sections of the City's Subdivision Regulations shall not apply: Section 155.053 related to pedestrian access easements and trails; Section 155.058 related to parks and trails; Section 155.059 related to public use and land reservation; and Section 155.060 and any other section related to homeowners' associations and common amenities.

Water and sewer improvements shall be owned and maintained by the retail provider and located within easements dedicated to the retail provider or within right-of-way. If the City is the retail provider, evidence of City acceptance of such improvements shall be provided to the applicant in writing within ten days following completion of such improvements. The retail provider may inspect water and sewer improvements. If the City is not the retail water provider, the City will release its water CCN. If Murphy is the retail water provider, the City will transfer its water CCN to Murphy. At the option of the retail provider of sewer, the Owner will support the retail provider's sewer CCN over the property served.

Hogge Road and Gregory Lane connections to the Property as shown in the Plan for Development shall be owned and maintained by the MUD and located within easements or right-of-way dedicated to the MUD. Panorama Road roadway improvements within the Property shall be owned and maintained by the MUD and located within easements or right-of-way dedicated to the MUD.

Drainage improvements within the Property shall be owned and maintained by the MUD or a property owner association ("HOA") and located within easements dedicated to the MUD or the HOA.

Section 1.03 Agreements of the Gregory Lane Plaintiffs. Conditioned on the Developer satisfying the agreements in Section 1.01 and the City satisfying the agreements in Section 1.02, the Gregory Lane Plaintiffs agree to comply with the terms attached as Exhibit E (the "Gregory Lane Conditions").

Section 1.04 Road Access. The City agrees that road access will be provided to the Property consistent with the Plan for Development, the Development Terms and the Gregory Lane Conditions. Development and platting of the Property shall not require the Developer to construct or fund any off-site or perimeter roadway improvements other than those shown in the Plan for Development and no traffic impact study shall be required.

- (a) Hogge Road. Hogge Road will be the primary point of access to the Property.
- (b) Gregory Lane. Gregory Lane will be the second point of access to the Property. The type of structure necessary to limit access to and from Gregory Lane to the County Property, such as a gate or arm with an emergency access Knox box, shall be determined by the City

and approved during platting. Such structure shall be placed at the southern boundary of the 12 Acre Property.

(c) Panorama Road. Panorama Road will be constructed as depicted on the Plan for Development. Panorama Road will be owned and maintained by the MUD.

Section 1.05 Dispute Resolution. The City will irrevocably (i) withdraw as a party in the MUD creation proceeding, and (ii) withdraw its Appeal of the Permit. In addition, City will instruct (a) its attorney(s) not to represent any other protestants in any of the Disputes, and (b) its engineers not to represent, or permit their expert testimony to be used by, any other protestants in the Disputes. All expert testimony of any experts for City will be withdrawn from the MUD Creation Docket and the Appeal. The Parties recognize the evidentiary record in the Appeal Docket is already closed. The City will complete all actions described in this Section 1.05 after the Owner submits a plat application consistent with the Plan for Development and the Design Standards and before September 30, 2025.

The City will encourage all protestants in the Disputes to withdraw from the Disputes and support the Plan for Development.

The City of Murphy will withdraw from the MUD Protest and the Appeal and support the Plan for Development.

The Gregory Lane Plaintiffs will withdraw as a party to the Gregory Lane Dispute consistent with the terms of Exhibit E after the City approves a plat consistent with the Plan for Development and before September 30, 2025.

If all Disputes are not resolved before September 30, 2025, this Agreement is void ab initio. If the City, the Gregory Lane Plaintiffs, and Lindy "Buddy" Pilgrim, Carolyn Mobius and Stewart Matthews (collectively, the "Communities and Creeks United Leadership") do not execute this Agreement before June 30, 2025, confirming their willingness to irrevocably withdraw from the Disputes no later than September 30, 2025, if the Property is developed consistent with the Plan for Development, this Agreement is void ab initio.

No later than September 30, 2025, the Communities and Creeks United Leadership will contact Texas State Representative Candy Nable, the TCEQ, NTMWD, Collin County and the City of Murphy Mayor Scott Bradley to confirm the City's withdrawal from the Disputes and the City's support for developing the Property consistent with the Plan for Development. The Communities and Creeks United Leadership will evidence compliance with this obligation by included in statement on the website communitiescreekunited.org.

Article II. RECITALS, TERM, AND VESTING RIGHTS

Section 2.01 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) are legislative findings of the City Council on which the parties have relied.

Section 2.02 Term. The Term of this Agreement will commence on the Effective Date and continue for forty-five (45) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by mutual written agreement of the Parties.

Section 2.03 Vesting Rights. This Agreement and each approved plat constitute a "permit" within the meaning of Texas Local Government Code Chapter 245.

Article III.
DEFAULT AND REMEDIES FOR DEFAULT

Section 3.01 Preventative Default Measures. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the term of this Agreement be assigned directly to a member of the City administration. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Developer's request, such City representative shall convene a meeting of the Parties as soon as reasonably practicable and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

Section 3.02 Default and Notice of Default. A Party shall be in default under this Agreement if it fails to perform any of its Agreement obligations and the failure remains uncured following the expiration of thirty (30) days after written Notice of such failure. However, if the default is one that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question, not to exceed 180 days.

Section 3.03 Remedies. If the defaulting Party does not cure the default within the stated period of time, a non-defaulting Party may, at its sole option, and without prejudice to any other right under this Agreement, (a) terminate this Agreement; or (b) seek any relief available at law or in equity, including specific performance, mandamus, and/or injunctive relief; *provided, however,* that the City shall not be entitled to rescind or otherwise terminate this Agreement. The City hereby waives any claim of sovereign immunity from suit for a default specific to this Agreement.

Section 3.04 No Liability for Actions of Others. Except as expressly set forth in this Agreement: (a) the liabilities, obligations, and responsibilities of Developer and its respective successors and assigns under this Agreement are several and not joint.

Article IV.
MISCELLANEOUS PROVISIONS

Section 4.01 Binding Obligations. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. The obligations of Developer to develop the Property consistent with the Plan for Development and the Gregory Lane Conditions are covenants running with the land comprising the Property and shall be binding on all future owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots.

Section 4.02 Notice. Any formal notice or other formal communication ("Notice") given under this Agreement shall be in writing and may be given: (i) by deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to the Party to be notified; (ii) by deposit with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", with all charges prepaid, addressed to the Party to be notified; or (iii) by personal delivery to the Party to be notified or any agent of the Party. Notice deposited in the United States mail shall be effective from the earlier of the date of receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

The Developer: Restore the Grasslands, LLC
6979 Bob O Link Drive
Dallas, Texas 75214

City: City of Parker
Attn: Mayor
5700 E. Parker Rd.
Parker, Texas 75002

With a copy to: City Administrator
5700 E. Parker Rd.
Parker, Texas 75002

City Attorney
5700 E. Parker Rd.
Parker, Texas 75002

The Parties may change their respective addresses from time to time by giving at least five (5) days' written notice to the other Parties. Developers and Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 4.03 No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties.

Section 4.04 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid or unenforceable provision as is possible.

Section 4.05 Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 4.06 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement with the exception that each signatory is deemed to be a third-party beneficiary of this Agreement.

Section 4.07 Further Assurances. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

Section 4.08 Reservation of Rights and Claims. The Owner does not waive any rights, and expressly reserves all rights, arising under Chapter 245 of the Texas Local Government Code or other state or federal law.

Section 4.09 Applicable Law and Venue. THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. Venue will be in a court of appropriate jurisdiction in Collin County, Texas.

Section 4.10 Attorneys' Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, the prevailing Party in such proceeding shall be entitled to recover all costs and expenses incurred by it in connection with such proceedings, including, without limitation, reasonable court costs and attorneys' fees.

Section 4.11 Entire Agreement; Severability. This Agreement, including all attachments and exhibits hereto, contains the entire agreement of the Parties. With the exception of consent agreements, strategic partnership agreements, and utility agreements, necessary and related hereto, there are no other agreements or promises, oral or written, among the Parties regarding the subject matter of this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

Section 4.12 Effect of Agreement. The terms of this Agreement may not be used either as an admission or concession of any sort except to enforce the terms of this Agreement. Oral or written statements made during the course of the negotiations may not be used for any purposes other than as necessary to support resolution of the Disputes, including the entry by the TCEQ of an order consistent with this Agreement. All oral or written statements made during the course of the negotiations are governed by TEX. R. EVID. 408. The Parties arrived at this Agreement through extensive negotiation and compromise. This Agreement reflects a compromise, settlement and accommodation between the Parties, and the Parties agree that the terms and conditions herein are interdependent. This Agreement is binding on each party for the purpose of settling the issues as set forth herein.

Section 4.13 Headings, Construction, and Counterparts. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of

the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties, the Gregory Lane Plaintiffs and each affected party that is a signatory to this Agreement acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which will together constitute the same instrument.

Section 4.14 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 4.15 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized, and that this Agreement is adopted in conformity with its charter and City ordinances, as well as state law. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its limited liability company agreement. Each Party, each of the Gregory Lane Plaintiffs and each affected party that is a signatory to this Agreement, acknowledges and agrees that this Agreement is binding upon such signatories and enforceable against such signatories in accordance with its terms and conditions.

Section 4.16 Estoppel Certificates. From time to time upon written request of the Developer or any owner of all or any portion of the Property, the City Administrator will execute a written estoppel certificate identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement.

Section 4.17 Effect of Development Agreement. This Agreement, including all development standards, approvals, consents, and plans, shall remain in effect for the term of this Agreement. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, rules, or regulations, the terms of this Agreement control.

Section 4.18 Affiliate: Verifications. As used below, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. In addition, all Developer representations and covenants contained in Sections 4.20 through 4.23 below shall survive termination of the Agreement until the statute of limitations has run.

Section 4.19 Form 1295. The Parties acknowledge and agree that the Developer submitted to the City a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295") at the time Developer submitted its signature page to this Agreement. The City hereby confirms timely receipt of the

Form 1295 from the Developer pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The City waives all claims related to the validity and enforceability of this Agreement to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.

Section 4.20 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 4.21 Iran, Sudan, and Foreign Terrorist Organizations. The 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, and posted on any of the following pages of such officer's internet website:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>.
- <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf> or
- <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law or Texas law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

Section 4.22 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise

taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

Section 4.23 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill),

means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Section 4.24 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, the Developer agrees that this Agreement may be terminated if the Developer knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Developer fails to cure the violation on or before the 10th business day after the date the City provides notice to the Developer of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, the Developer is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Developer on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

Section 4.25 Exhibits. The following exhibits are attached to this Agreement and made a part hereof for all purposes:

<u>Exhibit A</u>	Legal Description of the County Property
<u>Exhibit B</u>	Legal Description of the 12 Acre Property
<u>Exhibit C</u>	Plan for Development
<u>Exhibit D</u>	Parker Development Agreement Bullet Points
<u>Exhibit E</u>	Gregory Lane Dispute Resolution Terms
<u>Exhibit E-1</u>	Gregory Lane Dispute Rule 11 Agreement Redline

[SIGNATURE PAGES FOLLOW]

EXECUTED in multiple counterparts, each of which shall constitute an original.

CITY:

CITY OF PARKER, TEXAS

By: _____
Name: Lee Pettle
Title: Mayor

ATTEST:

City Clerk

THE STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on August _____, 2025, by Lee Pettle,
Mayor of the City of Parker, Texas, a Type A General Law municipality, on behalf of the City.

Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

DEVELOPER

Restore the Grasslands LLC

By: _____
Jordan Ramirez, Manager Member

STATE OF TEXAS §
§
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on August ___, 2025, by Jordan Ramirez, Managing Member of Restore the Grasslands LLC, a Texas limited liability company on behalf of said limited liability company.

Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

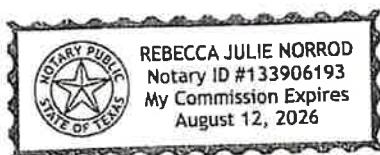
DEVELOPER

Restore the Grasslands LLC,
A Texas limited liability company

By: Texas Prairie Land, LLC,
a Delaware limited liability company,
its Member

By: Phillip Huffines
Name: Phillip Huffines
Title: authorized signatory

This instrument was acknowledged before me on August 8, 2025, by Phillip Huffines, authorized signatory of Texas Prairie Land, LLC, a Delaware limited liability company as Member of Restore the Grasslands LLC, a Texas limited liability company on behalf of said Delaware limited liability company.



Rebecca Julie Vassar
Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

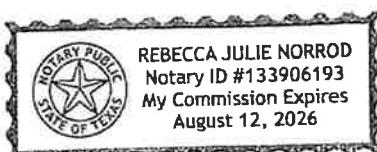
DEVELOPER

Restore the Grasslands LLC,
A Texas limited liability company

By: Phillip Huffines 2018 Irrevocable Trust

By: Phillip Huffines
Name: Phillip Huffines
Title: Trustee

This instrument was acknowledged before me on August 8, 2025, by Phillip Huffines, Trustee of Phillip Huffines 2018 Irrevocable Trust, Member of Restore the Grasslands LLC, a Texas limited liability company, on behalf of said trust.



Rebecca Julie Narrod
Notary Public in and for the State of Texas

[Signature pages for each of the Gregory Lane Plaintiffs, Buddy Pilgrim, Carolyn Mobius, Stewart Matthews and each affected party that is a signatory will be inserted after this page and before the exhibits.]

EXHIBIT A
Legal Description of County Property

TRACT 1:

SITUATED in the State of Texas, County of Collin, being part of the Phillip Anderson Survey, Abstract No. 10, being the resurvey of a 62.90 acre tract conveyed to Southfork Properties, Ltd., Co. by deed recorded under County Clerk No. 94-0098890. of the Collin County Land Records with the herein described premises being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found marking the northwest corner of said 62.90 acre tract and the northeast corner of a 40.565 acre tract recorded in Volume 3066, Page 386 of the Collin County Land Records;

THENCE with a north line of said 62.90 acre tract, North 89°02'10" East, 888.35 feet to an iron axle found marking the southwest corner of a 12.351 acre tract recorded under County Clerk No. 99-0152444 of the Collin County Land Records;

THENCE with the south line of said 12.351 acre tract and a north line of said 62.90 acre tract, North 88°53'56" East, 326.30 feet to a 1/2-inch iron rod found marking the southeast corner of said 12.351 acre tract and the southwest corner of a 6.06 acre tract recorded under Volume 4169, Page 2354 of the Collin County Land Records;

THENCE with a north line of said 62.90 acre tract and the south line of said 6.06 acre tract; North 88°52'29" East, 326.37 feet to a 1/2-inch iron rod found marking the southeast corner of said 6.06 acre tract;

THENCE with a north line of said 62.90 acre tract as follows: North 88°46'49" East, 614.30 feet to a 1/2-inch iron rod found; North 88°36'08" East, 63.33 feet to an interior corner of said 62.90 acre tract;

THENCE with a west line of said 62.90 acre tract, North 01°43'10" West, 244.84 feet to a chain link fence corner post found marking the most northerly northwest corner of said 62.90 acre tract;

THENCE with the most northerly north line of said 62.90 acre tract, North 88°41'07" East, 1269.19 feet to a 1-inch iron pipe found marking the most easterly northeast corner of said 62.90 acre tract, said corner being in the west right-of-way line of F.M. Road 2551 (Murphy Road);

THENCE with the most easterly east line of said 62.90 acre tract and the west right-of-way line of F.M. Road 2551, South 00°18'36" East, 238.15 feet to a 1/2-inch iron rod found marking the most easterly southeast corner of said 62.90 acre tract;

THENCE with a south line of said 62.90 acre tract, South 88°20'46" West, 1028.79 feet to a 1/2-inch iron rod found marking an interior corner of said 62.90 acre tract;

THENCE with an east line of said 62.90 acre tract, South 01°03'44" East, 986.81 feet to a 1/2-inch iron rod found marking the most southerly southeast corner of said 62.90 acre tract;

THENCE with a south line of said 62.90 acre tract as follows:

South 88°36'46" West, 921.90 feet to a 1/2-inch iron rod found;

South 88°39'95" West, 1525.36 feet to a wood fence post;

South 79°08'45" West, 6.81 feet to a wood fence post-in concrete marking the southwest corner of said 62.90 acre tract and the southeast corner of the aforementioned 40.565 acre tract;

THENCE with the west line of said 62.90 acre tract and the east line of said 40.565 acre tract, North 01°0'46" West, 998.70 feet to the point of beginning and containing 62.822 gross acres of land, more or less;

SAVE AND EXCEPT FROM THE ABOVE TRACT 1 a called 3,245 square foot parcel of land conveyed to the County of Collin, Texas by Deed dated January 27, 2011, filed April 27, 2011, recorded under Clerk's File No. 20110427000433300, Official Public Records, Collin County, Texas, and

SAVE AND EXCEPT FROM THE ABOVE TRACT 1:

A called 1.000 acre tract of land described in Special Warranty Deed executed by Harrington Turner Enterprises, L.P. to Timothy G Green filed March 18, 2021, recorded under Clerk's File No. 20210318000546510, Official Public Records, Collin County Texas, and more particularly described by metes and bounds as follows:

A 1.000 ACRE TRACT OF LAND SITUATED IN THE PHILLIP ANDERSON SURVEY, ABSTRACT NO. 10, AND BEING PART OF A TRACT OF LAND, CONVEYED TO HARRINGTON/TURNER ENTERPRISES, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 20081014001223870, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 1.000 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982) AND DENTON CORS ARP (PID-DF8986) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND FOR THE INTERIOR NORTHWEST CORNER OF SAID HARRINGTON/TURNER TRACT, FROM WHICH A 5/8-INCH CAPPED IRON ROD STAMPED "SPARR SUR'EY" FOUND FO" THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE STATE OF TEXAS, AS RECORDED IN COUNTY CLERK'S FILE No. 20110427000433300, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, BEARS NORTH
89°15'19" EAST, A DISTANCE OF 1012.19 FEET;

THENCE, SOUTH 01°26'08" WEST, OV'R AND ACROSS SAID HARRINGTON/TURNER TRACT, A DISTANCE OF 358.68 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "UA SURVEY"NG" SET FOR CORNER AND THE POINT OF BEGINNING;

THENCE, CONTINUING OVER AND ACROSS SAID HARRINGTON/TURNER TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00°09'11" EAST, A "INSTANCE OF 333.71 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "UA SURVEY"NG" SET FOR CORNER;

SOUTH 89°58'53" WEST, A "INSTANCE OF 130.53 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "UA SURVEY"NG" SET FOR CORNER;

NORTH 00°09'11". WEST, A "DISTANCE OF 333.71 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "UA SURVEY"NG" SET FOR CORNER;

NORTH 89°58'53" EAST, A DISTANCE OF 130.53 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 43,560 SQUARE FEET OR 1.000 ACRE OF LAND.

TRACT 2:

SITUATED in the State of Texas, County of Collin, being part of the Phillip Anderson Survey, Abstract No. 10 being the resurvey of a called 40 acre tract recorded in Volume 320, Page 422, the resurvey of a called 40.565 acre tract recorded in Volume 3066, Page 386 of the Collin County Deed Records, with the herein described premises being more particularly described by metes and bounds as follows:

BEGINNING at a wood fence post in concrete marking the Southeast corner of said premises, called 40 acre tract, and said 40.565 acre tract, said beginning corner also

being the Southwest corner of a 62.90 acre tract recorded under County Clerk No. 94-0098890 of the Collin County Deed Records;

THENCE with the South line of said premises, called 40 acre tract and said 40.565 acre tract, South 88 degrees 45 minutes 42 seconds West, 1759.45 feet to a 1/2 inch iron rod found marking the Southwest corner of said premises, called 40 acre tract and said 40.565 acre tract;

THENCE with the West line of said premises, called 40 acre tract and said 40.565 acre tract, North 01 degrees 29 minutes 40 seconds West, passing at 17.00 feet a 1/2 inch iron rod found for reference and continuing for a total distance of 1002.43 feet at the Northwest corner of said premises, called 40 acre tract and said 40.565 acre tract, from which a 1/2 inch iron rod at the base of a 13 inch Elm marked "X" bears "e"rence North 88 degrees 57 minutes 12 seconds East, 9.68 feet;

THENCE with a North line of said premises, called 40 acre tract and said 40.565 acre tract as follows:

North 88 degrees 57 minutes 12 seconds East, passing at 9.68 feet said reference iron and continuing for a total distance of 1391.03 feet to a Roome capped iron rod set;

North 88 degrees 22 minutes 14 seconds East, 263.27 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 12 minutes 05 seconds East 113.28 feet to a 1/2 inch iron rod found marking the Northeast corner of said premises and the Northwest corner of said 62.90 acre tract;

THENCE with the East line of said premises and the West line of said 62.90 acre tract, South 01 degrees 01 minutes 46 seconds East, 998.70 feet to the POINT OF BEGINNING and containing 40.477 acres of land, more or less.

EXHIBIT B
Legal Description of 12 Acre Property

Situated in the State of Texas, County of Collin, being part of the Philip Anderson Survey, Abstract No. 10, being the resurvey of a 12.351 tract of land conveyed to Southfork Properties, Ltd. Co. by deed recorded under County Clerk No. 99-0152444 of the Collin County Land Records with the herein described premises being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-Inch iron rod found marking the northeast corner of said 12.351 acre tract and the northwest corner of a 6.4375 acre tract recorded In Volume 825, Page 654 of the Collin County Deed Records said corner being in the south line of Gregory Lane;

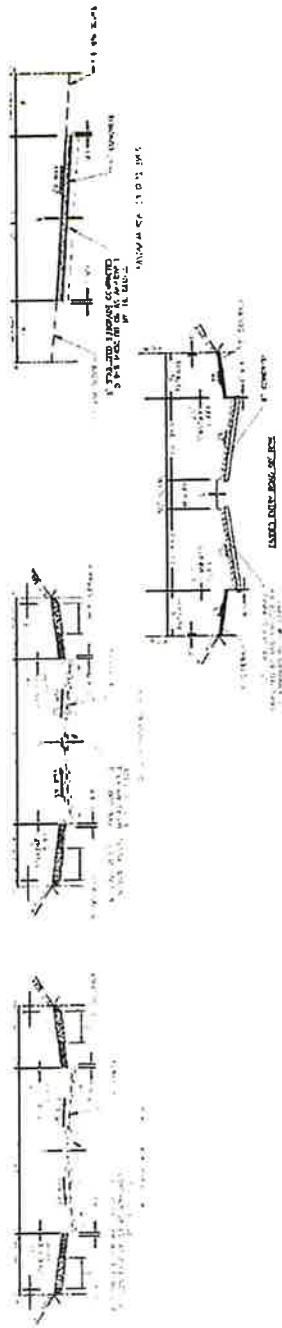
THENCE with the east line of said premises, the west line of said 6.4375 acre tract and the west line of a 6.06 acre tract recorded in Volume 4169, Page 2354 of the Collin County Land Records, South 01°41'55" East, 1651.40 feet to a 1/2-inch iron rod found marking the southwest corner of said 6.06 acre tract and being in a north line of a 62.90 acre tract recorded under County Clerk No. 94-0098890 of the Colin County Land Records;

THENCE with the south line of said 12.351 acre tract and a north line of said 62.90 acre tract, South 88°53'56" West, 326.30 feet to an iron axle found marking the southwest corner of said 12.351 acre tract and the southeast corner of a 9.001 acre tract recorded in Volume 4384, Page 3758 of the Collin County Land Records;

THENCE with the west line of said 12.351 acre tract and the east line of said 9.001 acre tract, North 01°41'09" West, 1649.88 feet to a 1/2-Inch iron rod found in the south line of Gregory Land marking the northwest corner of said 12.351 acre tract and the northeast corner of said 9.001 acre tract;

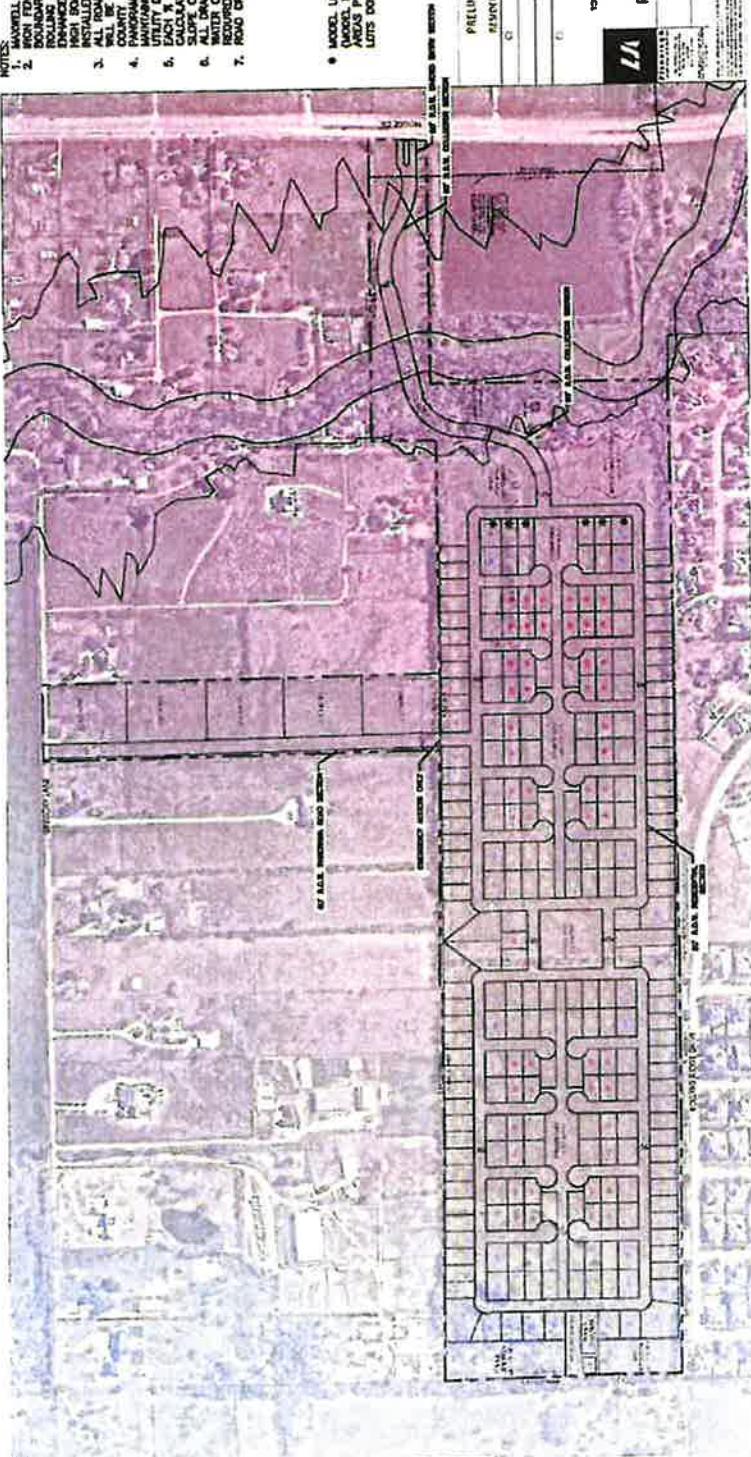
THENCE with the south line of Gregory Lane and the north line of said 12.351 acre tract, North 88°45'48". East, 325.92 feet to the point of beginning and containing 12.357 acres of land, more or less.

EXHIBIT C
Plan for Development



NOTES:

1. MAILBOX CROPS WILL BE PROTECTED.
2. IRON FENCES ARE PROPOSED ON THE BOUNDARY OF THE PROPERTY. EXTERIOR AND EXTERIOR FENCE ARE TO BE A 4' HIGH FENCE. EXTERIOR FENCE WILL BE EXCAVATED 12" DEEP AND BACKFILLED FROM EXCAVATION. EXTERIOR FENCE WILL BE EXCAVATED 12" DEEP AND BACKFILLED FROM EXCAVATION.
3. HIGH BOARD-ON-BOARD FENCE WILL BE INSTALLED ON THE BOUNDARY.
4. ALL POLECATS IN THE PROPERTY WILL BE REMOVED AND RELOCATED BY CALLAN CONSTRUCTION.
5. CALLAN CONSTRUCTION WILL BE RESPONSIBLE FOR ALL UTILITIES.
6. PANORAMA ROAD WILL BE OWNED AND MAINTAINED BY CALLAN COUNTY MUNICIPAL UTILITY DISTRICT 7.
7. EACH 7' LOT IS A MAXIMUM SLOPE. CALLAN CONSTRUCTION IS TO MAINTAIN A MAXIMUM SLOPE OF 1% MAX. 6' MAXIMUM GRADE ELEVATION.
8. ALL DRAINAGE WILL COMPLY WITH TIDAS WATER CODE SECTION 11.000 REQUIREMENTS.
9. ROAD CROSS SECTIONS ARE NOT TO SCALE.



*REMOVED
3/31/25*

EXHIBIT D

Parker Development Agreement Bullet Points

Parker Development Agreement Bullet Points

- **Access**
 - Hogge Rd. Plat
 - Jurisdiction: City of Parker
 - Main Access point
 - Variances needed to Parker's Subdivision Ordinance
 - Panaroma Rd. Plat
 - Jurisdiction: City of Parker
 - Emergency access only. Gated with Knox Box at southern connection to RTG
 - Variances needed to Parker's Subdivision Ordinance
 - Project Homestead Plat
 - Jurisdiction: Collin County
 - Requires 2 plated points of access
- **Water**
 - City agrees to provide retail water and to allow RTG to construct offsite infrastructure to the connection points shown on Exhibit F.
 - City agrees to and will support RTG in acquiring retail water from the City of Murphy in lieu of getting retail water from the City of Parker.
 - If RTG acquires retail water from another water source, City will consent to releasing RTG from City's CCN.
 - RTG to construct offsite water infrastructure at its cost. Offsite infrastructure costs to be reimbursable through impact fees.
 - City to provide "will serve" letter.
 - City agrees and consents to RTG may drill water wells
- **Sewer**
 - RTG will not construct a WWTP provided that it can acquire sewer service from a system with sufficient supply and capacity to provide service for all 255 lots.
 - City agrees to provide retail sewer and support RTG in gaining access to the Dublin Rd. lift station
 - City agrees to and will support RTG in acquiring retail sewer from the City of Murphy in lieu of getting retail sewer from the City of Parker.
 - RTG to construct offsite water infrastructure at its cost. Offsite infrastructure costs to be reimbursable through impact fees
 - City to provide "will serve" letter
- **Density**
 - RTG agrees cap the total number of units on the 100-ac tract at 255 homes generally sized 70' wide (measured at a 20' setback from the ROW).
 - Parker consents to 5 additional 2-ac lots located on the "in City" 12-ac tract. Pending Necessary City variances for lot dimensions
- **MUD**
 - City will withdraw as a party in the MUD creation proceeding
 - City agrees that the RTG MUD can use it's condemnation authority within City limits

EXHIBIT E
Gregory Lane Dispute Resolution Terms

- a. The Parties and the Gregory Lane Plaintiffs agree ingress and egress onto Gregory Lane from the County Property will be for emergency personnel/vehicles and emergency evacuations only provided that this condition is acceptable to the authority approving the final plat.
- b. This Agreement will be enforced by the City with fines established for individuals or companies who utilize the ingress/egress onto Gregory Lane in violation of this Agreement. The fines implemented by the City do not waive any other recourse available by the property owners of Gregory Lane to protect their property.
- c. There will be no effort made to make void or voidable this Agreement for forty (40) years or until the Property is fully annexed into the City, whichever time period is greater.
- d. This agreement shall be binding on the present and future owners of any portion of the Property.
- e. All Parties and the Gregory Lane Plaintiffs agree to voluntarily withdraw their present lawsuits without prejudice and costs to be awarded to party incurring same. This is meant to end all present litigation between the Parties, the Owner and the Gregory Lane Plaintiffs.
- f. The Gregory Lane Plaintiffs will permit construction traffic to utilize Gregory Lane for a period of 48 months beginning on the date the City approves the final plat with the MUD maintaining and repairing Gregory Lane to its current condition for this use.
- g. The Gregory Lane Plaintiffs agree to support a density of no more than 254 homes on the County Property along with five two-acre lots within Parker on the 12 Acree Property, all consistent with the Plan for Development.
- h. The Gregory Lane Plaintiffs agree not to pursue any litigation against the Developer, the Owner or future owners of all or any portion of the Property related to the utilization of Gregory Lane as long as this Agreement is honored by the Developer, the Owner or any future owners of all or any portion of the Property.
- i. The Developer agrees there will not be a wastewater treatment plant developed within the Property provided that sewer service from a system with sufficient supply and capacity to provide serve for all lots within the Plan for Development.
- j. The Gregory Lane Plaintiffs agree that all claims related to the Gregory Lane Dispute and development of the Property will be resolved with this agreement and the City's approval of a plat consistent with the Plan for Development.

Upon the City's approval of a plat consistent with the Plan for Development, the Gregory Lane Dispute shall be resolved by an Agreed Order of Dismissal without Prejudice with taxable court costs taxed to the party incurring same.

This Exhibit E is based on the Rule 11 agreement draft provided by the attorney representing the Gregory Lane Plaintiff a redline of which is included as Exhibit E-1.

EXHIBIT E-1
Gregory Lane Dispute Rule 11 Agreement Redline

1. The consideration to be given for this settlement is as follows:

Definitions:

- i. ~~Huffines Development is defined as the Restore the Grasslands Development located on approximately 100 acres outside the City of Parker limits and is meant to include the 12 acres which are within the City of Parker limits abutting Gregory Lane. Dispute Resolution Terms~~
- ii. ~~Gregory Lane Residents are those parties involved in the lawsuit indicated in the style above.~~
- a. ~~iii. The Parties are and the Gregory Lane Plaintiffs and Defendants indicated in the style above.~~
- a. ~~The Parties agree ingress and egress onto Gregory Lane from the Huffines Development Property will be for emergency personnel/vehicles and emergency evacuations only provided that this condition is acceptable to the authority approving the final plat.~~
- b. ~~This Agreement will be enforced by the City of Parker with fines established for individuals or companies who utilize the ingress/egress onto Gregory Lane in violation of this Agreement. The fines implemented by the City of Parker do not waive any other recourse available by the property owners of Gregory Lane to protect their property.~~
- c. ~~There will be no effort made to make void or voidable this Agreement for forty (40) years or until the Huffines development Property is fully annexed into the City of Parker, whichever time period is greater. If an attempt is made to make this agreement void or voidable, the individual company seeking to make the Agreement void or voidable shall place into the registry of the Court an amount not less than \$50,000.00 for each property owner abutting Gregory Lane ("Nuisance fee"). These funds are to be held in the registry of the Court for the duration of any proceedings attempting to make void or voidable this Agreement. After such proceedings, the Court will provide to the owners of the land abutting Gregory Lane these funds in equal apportionment in addition to funds awarded, if any, to the property owners of land abutting Gregory Lane by the Court. This Nuisance Fee is not a punitive fee, but is intended to help prevent any breach of this Agreement or any attempt to make this agreement void or voidable.~~
- d. ~~This agreement shall be binding on the present and future owners of any kind within portion of the Huffines Development Property.~~
- e. ~~All parties Parties and the Gregory Lane Plaintiffs agree to voluntarily withdraw their present lawsuits without prejudice and costs to be awarded to party incurring same. This is meant to end all present litigation between the parties Parties, the Owner and the Gregory Lane Plaintiffs.~~
- f. ~~The Gregory Lane residents Plaintiffs will permit construction traffic to utilize Gregory Lane for a period of six consecutive 18 months beginning on the date the City approves the final plat with Huffines Development the MUD maintaining and repairing Gregory Lane to its current condition for this use. This time period may be extended by written agreement of all parties.~~

g. The Gregory Lane ~~residents will~~ Plaintiffs agree to support a density of no more than 254 homes on the ~~Huffines~~ County Property along with five two-acre lots within Parker on the 12 Acre Property, all consistent with the Plan for Development.

h. The Gregory Lane ~~residents party to this suit~~ Plaintiffs agree not to pursue any litigation against the ~~Huffines Development~~ Developer, the Owner or future owners of ~~property within the Huffines Development~~ all or any portion of the Property related to the utilization of Gregory Lane as long as this Agreement is honored by ~~Huffines Development~~ the Developer, the Owner or any future owners of ~~property within the Huffines Development~~ all or any portion of the Property.

i. ~~Huffines~~ The Development agrees there will not be a wastewater treatment plant developed within the ~~Huffines Development~~.

j. ~~Huffines Development agrees to compensate Gregory Lane residents for their reasonable and necessary legal fees not to exceed \$53,321.72 if this agreement is entered into prior to March 18, 2025 making the scheduled hearing moot. After March 18, 2025, it is understood the amount of legal fees may increase.~~

k. ~~The City of Parker will agree not to claim Gregory Lane is a public road, and will refrain from condemning any part of Gregory Lane or utilizing eminent domain to establish Gregory Lane as a public road for a minimum of forty years or until Property provided that sewer service from a system with sufficient supply and capacity to provide serve for all lots within the ~~Huffines~~ Plan for Development is annexed into the City of Parker, whichever time period is greater. This agreement does not affect already established rights of way or easements provided to the City of Parker along and on Gregory Lane. This does not prevent the City of Parker from seeking future easements from Gregory Lane residents for the benefit of utilities.~~

l. ~~The City of Parker agrees to continue maintenance of Gregory Lane for the benefit of its existing and future rights of way and easements. The Gregory Lane Plaintiffs agree that all claims related to the Gregory Lane Dispute and development of the Property will be resolved with this agreement and the City's approval of a plat consistent with the Plan for Development.~~

m. ~~The parties agree to honor this Agreement while the other litigation for the MUD district is ensuing, and this Agreement becomes voidable at the express request of either party, should the MUD district litigation not be settled or resolved. If the MUD district litigation is not settled or resolved (and upon express request to make this agreement void), the parties agree they may pursue litigation, if necessary, to protect their rights as to their property, including the utilization of Gregory Lane.~~

2. Upon resolution of the MUD District litigation whereby finalizing the Agreement as noted in Paragraph 1 (a-m) above, the above-styled and numbered ~~use~~ the City's approval of a plat consistent with the Plan for Development, the Gregory Lane Dispute shall be resolved by an Agreed Order of Dismissal without Prejudice with taxable court costs taxed to the party incurring same.

[1(a)-(j) and 2 will be included in the Parker development agreement.]