

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, ORDERING THE PRIVATE ROADS IN THE RICHWOODS ADDITION AND TO BE CONSIDERED AS PUBLIC HIGHWAYS AND/OR STREETS FOR THE PURPOSE OF THE APPLICATION AND ENFORCEMENT OF THE TRAFFIC RULES IDENTIFIED IN THE TRAFFIC ENFORCEMENT AGREEMENT, ATTACHED HERETO AS EXHIBIT “B,” PURSUANT TO THE AUTHORITY PROVIDED BY TRANSPORTATION CODE SECTION 542.008; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (“City Council”) was presented with a petition dated March 26, 2012, on behalf of Richwoods Development, LLC, Richwoods Land, L.P. and the Richwoods Association of Homeowners, Inc. (“Petition”), attached hereto as **Exhibit “A”** and incorporated herein for all purposes, and in accordance with Texas Transportation Code § 542.008 (“Statute”), to seek to cause the traffic rules and law related to the operation of motor vehicles on public thoroughfares of the City of Frisco, Texas (“Frisco”) to apply in the Richwoods Addition; and

WHEREAS, the City Council has accepted the Petition; and

WHEREAS, in accordance with the statute, the City Council has investigated and determined that it is in the best interest of the citizens of Frisco to order that the traffic rules identified in the agreement attached hereto as **Exhibit “B”** and incorporated herein for all purposes (“Traffic Enforcement Agreement (Richwoods Addition)”), be extended to the Richwoods Addition pursuant to the terms and conditions of said Traffic Enforcement Agreement (Richwoods Addition), and that the City Manager be authorized to execute the same.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Traffic Enforcement Agreement (Richwoods Addition). The City Council of the City of Frisco, Texas, hereby ratifies, approves and confirms all actions taken heretofore in connection with the execution of the Traffic Enforcement Agreement (Richwoods Addition) by the City Manager on behalf of the City Council, which is attached hereto as **Exhibit “B”** and incorporated herein for all purposes.

SECTION 3: Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00) if the violation relates to the public health, sanitation or dumping of refuse, otherwise the fine shall be a sum not exceeding Five Hundred Dollars (\$500.00). The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date. This Ordinance shall become effective from and after its passage and publication as required by the City Charter and law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this _____ day of _____, 2012.

Maher Maso, Mayor

**ATTESTED AND
CORRECTLY RECORDED:**

APPROVED AS TO FORM:

Jenny Page, City Secretary

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorney

DATE(s) OF PUBLICATION: _____, **FRISCO ENTERPRISE**

**Exhibit
“A”**

**PETITION FOR CITY OF FRISCO POLICE
PATROL AND ENFORCEMENT
IN GATED COMMUNITY OF RICHWOODS**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

WITNESSETH:

WHEREAS, Richwoods Development, LLC is the owner of certain real property in the City of Frisco, Collin County, Texas, (“City”) that will become a private gated community known as “Richwoods” an addition to the City more fully described on Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, Richwoods Land, L.P., is the owner of certain additional real property in the City, contiguous with Richwoods that, upon completion of development, is intended for inclusion into the Richwoods gated community through the annexation process provided in the restrictive covenants of Richwoods, and such additional real property is more fully described on Exhibit “B” attached hereto and incorporated herein by reference (all of such property within Richwoods, now or in the future, being referred to herein as the “Richwoods Addition” whether one or more); and

WHEREAS, the Richwoods Association of Homeowners, Inc. (also referred to herein as the “Association”) will be the owner of the private streets and roads by way of dedication to the Association for purposes of ownership and maintenance thereof; and

WHEREAS, Richwoods Development, LLC, Richwoods Land, L.P., and the Association will be collectively referred to as the “Richwoods Owners” for purposes of this Petition; and

WHEREAS, the Richwoods Owners acknowledge that Richwoods is a subdivision being developed within the City limits of the City and in accordance with the Texas Transportation Code Section 542.008, as amended (the “Statute”) the Richwoods Owners seek to cause the traffic rules and laws related to operation of motor vehicles on public thoroughfares of the City to apply in the Richwoods Addition; and

WHEREAS, the Statute applies to a subdivision in which the roads are privately owned or maintained, and to a municipality with a population of 300 or more; and

WHEREAS, the Statute authorizes, on petition of 25% of the property owners residing in a subdivision, the governing body of the municipality to extend by ordinance any traffic rules that apply to a road owned by the municipality, or by the county in which the municipality is located, to the roads in the subdivision so that the roads of the subdivision are under the same traffic rules, if the governing body of the municipality finds the ordinance in the interest of the municipality generally; and

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In Gated Community of Richwoods - Page 1

WHEREAS, pursuant to the authority provided for in the Statute, the Richwoods Owners petition to obtain consent and agreement for the enforcement of the traffic rules and laws related to the operation of motor vehicles on public thoroughfares and other laws of the City, as allowed by the Statute, and obtain the patrol presence of the City Police Department for the health, safety and welfare of the citizens that will reside in the Richwoods Addition; and

WHEREAS, the Richwoods Owners acknowledge and agree that the terms and conditions set forth in this Petition are subject to the City Council's issuance of an ordinance stating that the private roads in Richwoods Addition are to be considered to be public highways or streets for the purposes of the application and enforcement of the specified traffic rules requested and agreed upon; and

WHEREAS, in the event the City Council chooses to act on this Petition, the Richwoods Owners may be required to enter into an agreement with the City setting forth the terms and conditions upon which the traffic rules that apply in the City or in the county shall apply in Richwoods Addition, and in that event, said agreement shall be an exhibit to the Ordinance.

NOW, THEREFORE, this Petition is submitted to comply with the Statute and to request that the City Council accept the Petition and find that it is in the best interest of the City to draft and approve an ordinance authorizing the City to apply the City's traffic rules in the Richwoods Addition and the provision of law enforcement for the Richwoods Addition in accordance with an agreement with the City.

PETITION:

Pursuant to Section 542.008 of the Texas Transportation Code, the Richwoods Owners unanimously petition the City as follows:

1. General Nature of Requested Service:

The Richwoods Owners seek the City to approve and direct that the City Police Department will provide law enforcement to the Richwoods Addition for the purpose of patrol, enforcement of traffic control and laws related to operation of motor vehicles, investigation of criminal activity, and deterrent of criminal activity in the violation of City and State laws within the jurisdiction of the City Police Department for the health, safety and welfare of the citizens of the Richwoods Addition, as defined herein.

2. Satisfaction of Conditions Precedent:

- (a) The Statute applies to a subdivision in which the roads are privately owned or maintained. The roads of the Richwoods Addition are and will be privately owned and maintained, in accord with Special Use Permit: Richwoods (SUP11-0004) through dedication to the Association.
- (b) Frisco is a municipality with a population of 300 or more.

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- (c) The Statute requires the Petition of at least 25 percent of the property owners residing in the subdivision or on the request of the governing body of the entity that maintains the roads. The Association has joined in this Petition as do the Richwoods Owners, who own and control 100% of the real property and roads made the subject of this Petition, as more particularly described in Exhibit "B".

3. Municipality May Extend Services:

The Statute provides that the governing body of the municipality may extend by ordinance any traffic rules that apply to a road owned by the municipality, or by the county in which the municipality is located, to the roads in the subdivision so that the roads of the subdivision, such as the Richwoods Addition, are under the same traffic rules, if the governing body of the municipality finds the ordinance in the interest of the municipality generally.

4. Traffic Rules Sought to Be Extended:

The Richwoods Owners seek to extend all traffic rules of City thoroughfares similar to those within the Richwoods Addition, including but not limited to:

- (a) Speed Limit of 30 mph;
- (b) Vehicle Registration and Inspection Laws; and
- (c) Traffic Rules regarding speed, signal indicators, stop signs, parking, and similar traffic laws.

In compliance with the Statute, this Petition specifies the traffic rules that are sought to be extended. The Richwoods Owners request the City to extend all of such requested rules to the Richwoods Addition for the safety, health and welfare of the citizens.

5. Lack of Necessity for Payment of Costs of Police Service:

The Richwoods Owners seek no different enforcement or service than that made available and provided to all other citizens and taxpayers of the City, and pursuant to the Statute. While the City may require that owners of property in the subdivision pay all or part of the cost of extending and enforcing the traffic rules in the subdivision, there should be no additional cost than that borne for any other citizen. Accordingly, the Richwoods Owners petition that no additional charges be imposed for the provision of the police service in accordance with the agreement between the Richwood Owners and the City.

6. Proposed Method of Enforcement:

On issuance of an order under the Statute, the Richwoods Owners acknowledge that the private roads in the subdivision will be considered to be public highways or streets for purposes of the application and enforcement of the specified traffic rules. The Richwoods Owners will comply with all City requests for placement of necessary official traffic control devices on property abutting the private roads if:

- (a) those devices relate to the specified traffic rule; and
- (b) the consent of the owner of that property is obtained, if on property not owned by the Association, or an easement is available for the placement.

7. Execution:

This Petition is signed by the authorized representatives of the Richwoods Owners.

This Petition will be filed with the Municipal Secretary or other officer performing the functions of the Municipal Secretary. The Richwoods Owners submit this their Petition and request that the City grant all matters requested herein and issue an appropriate Ordinance of the City of Frisco consistent with this Petition, the laws of the State of Texas and the City of Frisco.

Signed this 26TH day of March, 2012.

Richwoods Development, LLC



By: Daniel J. Walsh
Its: Vice President

Richwoods Land, L.P.

By: Richwoods Management, LLC
Its: General Partner



By: Daniel J. Walsh
Its: Vice-President

Richwoods Association of Homeowners, Inc.



By: Daniel J. Walsh
Its: Treasurer

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Exhibit "A"

BEING a tract of land situated in the Jacob Bacous Survey, Abstract No. 53, Tola Dunn Survey, Abstract No. 261 and the J. W. Franklin Survey, Abstract No. 307, City of Frisco, Collin County, Texas, and also being part of a called 404.509 acre tract as conveyed to H. Roger Lawler and recorded in Volume 727, Page 454, Deed Records of Collin County, Texas, also being part of a called 160.572 acre tract as conveyed to H. Roger Lawler and recorded in Volume 682, Page 133, D.R.C.C.T., and also being part of a called 157.320 acre tract as conveyed to H. Roger Lawler and recorded in Volume 658, Page 373, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a pk nail w/shloer set for corner in the south line of said 160.572 acre tract, said pk nail being S 89°34'48" W a distance of 926.82' from the southeast corner of said 160.572 acre tract, said pk nail also being in C.R. No. 68;

THENCE S 89°34'48" W following CR No. 68 a distance of 598.29' pk nail and shiner set for corner;

THENCE N 00°24'36" E a distance of 799.71' to a capped 1/2" iron rod set for corner;

THENCE N 17°26'24" W a distance of 66.06' to a capped 1/2" iron rod set for corner at the beginning of a nontangent curve to the right with a chord bearing of S 79°52'26" W, and a chord length of 243.14';

THENCE along said curve to the right through a central angle of 1°33'38", a radius of 955.00', an arc length of 243.81' to a capped 1/2" iron rod set for corner;

THENCE N 00°24'36" E a distance of 738.75' to a capped 1/2" iron rod set for corner;

THENCE S 78°50'22" W a distance of 70.74' to a capped 1/2" iron rod set for corner;

THENCE S 85°01'36" W a distance of 69.58' to a capped 1/2" iron rod set for corner;

THENCE S 89°59'57" W a distance of 74.00' to a capped 1/2" iron rod set for corner;

THENCE N 89°55'24" W a distance of 688.14' to a capped 1/2" iron rod set for corner;

THENCE N 00°24'36" E a distance of 221.26' to a capped 1/2" iron rod set for corner;

THENCE S 89°07'55" W a distance of 568.08' to a capped 1/2" iron rod set for corner;

THENCE N 00°52'05" W a distance of 842.27' to a capped 1/2" iron rod set for corner at the beginning of a nontangent curve to the right with a chord bearing of N 89°48'35" E, and a chord length of 23.07';

THENCE along said curve to the right through a central angle of 01°21'20", a radius of 975.00', an arc length of 23.07' to a capped 1/2" iron rod set for corner;

THENCE N 89°07'55" W a distance of 586.94' to a capped 1/2" iron rod set for corner;

THENCE N 00°52'05" W a distance of 670.10' to a capped 1/2" iron rod set for corner in the south Right of Way line of Rolater Road;

THENCE N 89°09'31" E following the south ROW line of Rolater Road a distance of 56.51' to a capped 1/2" iron rod set for corner;

THENCE N 89°12'33" E following the south ROW line of Rolater Road a distance of 1667.14' to a capped 1/2" iron rod set for corner;

THENCE S 01°00'54" W a distance of 1022.61' to a capped 5/8" iron rod found for corner;

THENCE S 00°06'42" E a distance of 1087.07' to a capped 5/8" iron rod found for corner;

THENCE N 89°08'19" E a distance of 865.05' to a capped 1/2" iron rod set for corner in the west Right of Way line of Independence Parkway;

THENCE S 00°36'38" E following the west ROW line of said Independence Parkway a distance of 540.50' to a capped 1/2" iron rod set for corner;

THENCE S 00°01'12" E following the west ROW line of said Independence Parkway a distance of 428.29' to a capped 1/2" iron rod found for corner at the northeast corner of a 20.000 acre tract conveyed to the Frisco ISD as recorded in County Clerks No. 2010115001243960, Collin County, Texas;

THENCE DUB WEST following the north line of said Frisco ISD tract a distance of 848.93' to a capped 1/2" iron rod found for corner;

THENCE S 00°26'20" W following the west line of said Frisco ISD tract passing at 1021.49' the southwest corner of said Frisco ISD tract and continuing in all a distance of 2230.44' to the POINT OF BEGINNING, and containing 8,914,461 square feet or 204.648 acres of land.

Exhibit "A" to Petition for City of Frisco Police Patrol and Enforcement
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Exhibit "B"

BEING at tract of land situated in the Jacob Bacon Survey, Abstract No. 53, Toia Dunn Survey, Abstract No. 261 and the J. W. Franklin Survey, Abstract No. 307, City of Frisco, Collin County, Texas, and also being part of a called 404.509 acre tract as conveyed to H. Roger Lawler and recorded in Volume 727, Page 454, Deed Records of Collin County, Texas, also being part of a called 160.572 acre tract as conveyed to H. Roger Lawler and recorded in Volume 682, Page 133, D.R.C.C.T., and also being part of a called 157.320 acre tract as conveyed to H. Roger Lawler and recorded in Volume 658, Page 373, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a pk nail w/shiner set for corner in the south line of said 160.572 acre tract, said pk nail being S 89°34'48" W a distance of 1704.56' from the southeast corner of said 160.572 acre tract, said pk nail also being in C.R. No. 66;

THENCE S 89°34'48" W a distance of 1117.45' to a pk nail w/shiner set for corner;

THENCE N 00°19'10" W a distance of 15.18' to a capped 1/2" iron rod set for corner;

THENCE S 89°52'00" W a distance of 2579.49' to a "X" cut set for corner in the east Right Of Way line of Colt Road;

THENCE N 00°26'09" W following the east ROW line of Colt Road a distance of 2599.47' to a capped 1/2" iron rod set for corner;

THENCE N 01°41'01" W following the east ROW line of Colt Road a distance of 1379.49' to a capped 1/2" iron rod set for corner;

THENCE N 01°33'49" W following the east ROW line of Colt Road a distance of 228.09' to a capped 1/2" iron rod set for corner;

THENCE N 88°21'39" E a distance of 960.49' to a capped 5/8" iron rod found for corner, said capped iron rod being at the beginning of a non-tangent curve to the right with a chord bearing of N 61°00'24" E a chord length of 756.07';

THENCE along said curve to the right through a central angle of 56°23'57" a radius of 800.00', an arc length of 787.48' to a capped 5/8" iron rod found for corner;

THENCE N 89°55'10" E a distance of 163.01' to a capped 5/8" iron rod found for corner;

THENCE N 00°47'39" W a distance of 663.41' to a capped 1/2" iron rod set for corner in the south Right Of Way line of Rolater Road;

THENCE N 89°09'31" E following the south ROW line of Rolater Road a distance of 874.29' to a capped 1/2" iron rod set for corner;

THENCE S 00°52'05" E a distance of 670.10' to a capped 1/2" iron rod set for corner;

THENCE S 89°07'55" W a distance of 586.94' to a capped 1/2" iron rod set for corner, said iron rod being at the beginning of a curve to the left with a chord bearing of S 89°48'35" W, with a chord length of 23.07';

THENCE along said curve to the left through a central angle of 01°21'20", a radius of 975.00', an arc length of 23.07' to a capped 1/2" iron rod set for corner;

THENCE S 00°52'05" E a distance of 842.27' to a capped 1/2" iron rod set for corner;

THENCE N 89°07'55" E a distance of 568.08' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 2221.26' to a capped 1/2" iron rod set for corner;

THENCE S 89°35'24" E a distance of 688.14' to a capped 1/2" iron rod set for corner;

THENCE N 89°59'57" E a distance of 74.00' to a capped 1/2" iron rod set for corner;

THENCE N 85°01'36" E a distance of 69.59' to a capped 1/2" iron rod set for corner;

THENCE N 78°50'22" E a distance of 70.74' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 738.75' to a capped 1/2" iron rod set for corner, said iron rod being the beginning of a non-tangent curve to the left with a chord bearing of N 79°52'26" E, with a chord length of 243.14';

THENCE along said curve to the left through a central angle of 14°37'38", a radius of 955.00', an arc length of 243.81' to a capped 1/2" iron rod set for corner;

THENCE S 17°26'24" E a distance of 66.00' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 799.71' to the POINT OF BEGINNING and containing 13,132,394 square feet or 301.478 acres of land.

Exhibit "B" to Petition for City of Frisco Police Patrol and Enforcement
In Gated Community of Richwoods - Page 1

Exhibit “B”

**TRAFFIC ENFORCEMENT AGREEMENT
(Richwoods Addition)**

This Police Service Enforcement Agreement (the “Agreement”) between the City of Frisco Police Department, Texas (“Frisco”) and Richwoods Development, LLC, Richwoods Land, L.P., and Richwoods Association of Homeowners, Inc., is entered into as of the date executed by the parties below.

WITNESSETH:

WHEREAS, Richwoods Development, LLC is the owner of certain real property in the City of Frisco, Collin County, Texas, that will become a private gated community known as “Richwoods” an Addition to the City of Frisco, more fully described on Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, Richwoods Land, L.P. is the owner of certain additional real property in the City of Frisco, Collin County, Texas, contiguous with Richwoods that is intended for annexation upon completion of development into the Richwoods gated community and is more fully described on Exhibit “B” attached hereto and incorporated herein by reference (all of such property within Richwoods being referred to in this Agreement as the “Richwoods Addition”); and

WHEREAS, Richwoods Association of Homeowners, Inc. (the “Association”) will be the owner of the private streets and roads by way of dedication to the Association for purposes of ownership and maintenance thereof; and

WHEREAS, Richwoods Development, LLC, Richwoods Land, L.P. and the Association will be collectively referred to as the “Richwoods Owners” for purposes of this Agreement; and

WHEREAS, the Richwoods Owners acknowledge that the Richwoods Addition is a subdivision being developed within the City limits of the City of Frisco, and in accordance with the Texas Transportation Code § 542.008, the Richwoods Owners presented a petition to the Frisco City Council seeking to cause the traffic rules of Frisco to apply in the Richwoods Addition (the “Petition”); and

WHEREAS, the Frisco City Council has accepted the Petition and directed staff to draft an ordinance and this Agreement, according to the requirements of Transportation Code § 542.008 to provide for the enforcement of the traffic rules of Frisco in the Richwoods Addition.

NOW, THEREFORE, in consideration of the recitals stated herein, mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Frisco and Richwoods Owners agree as follows:

1. Section 542.008 Transportation Code Request. Pursuant to the Petition, Frisco agrees to extend any traffic rules that apply to a road owned by Frisco, to the roads in the Richwoods Addition. The Richwood Owners agree that, pursuant to this Agreement, the roads in the Richwoods Addition are considered to be public highways or streets for purposes of the application and enforcement of the traffic rules requested herein.

2. Traffic Signs. The Richwoods Owners agree that in connection with construction, specifications and installation of subdivision traffic signs and street name blade signs, that all such signs must comply with the Texas Manual of Uniform Traffic Control Device (“TMUTCD”) standards and Frisco standards. The Richwoods Owners further agree that all subdivision traffic signs and street name blade signs will be installed with ornamental frames and brackets/holders and ornamental posts with said posts constructed as breakaway posts in compliance with the codified standards of Frisco related to traffic signage in residential subdivisions.

3. Plans, Installation, and Approval. Prior to installation of the subdivision traffic signs and street name blade signs, the applicable Richwoods Owner constructing such improvements will submit plans for the design and specifications of such traffic and street name or other signage and obtain approval from Frisco. Thereafter, the applicable Richwoods Owner will construct and install such signage in accordance with the approved plans.

4. Association Obligations. In accordance with the requirements for a private gated community, the Richwoods Addition streets will be dedicated to the Association for maintenance. The Declaration for the Richwoods Addition that authorizes creation of the Association will provide that all traffic signs are included within the maintenance obligations of the Association. Therefore, the Association will pay for all repairs, replacement and maintenance of such signage to preserve the integrity of the signage in accordance with the initial street and traffic design plans for Richwoods. All maintenance performed by the Association will meet the specifications of the codified requirements of the City related to traffic signage in residential subdivisions. In the event Frisco determines that repairs, replacement and/or maintenance are required in order for Frisco to perform its obligations under this Agreement, Frisco shall inform the Association in writing of the need for said repairs, replacement and/or maintenance, and Association shall commence said repairs, replacement and/or maintenance within fourteen (14) days of such notice and diligently pursue the work thereon, with completion thereof not to exceed forty-five (45) days.

5. Frisco’s Obligations. Frisco hereby agrees that it will extend and enforce any traffic rules that apply to the operation of motor vehicles on public thoroughfares in Frisco to the roads in the Richwood Addition.

6. Traffic Control Devices. Pursuant to the authority granted under Transportation Code § 542.008, Frisco may place official traffic control devices on property abutting the private roads if: (1) those devices related to the specified traffic rule; and (2) the consent of the owner of that property is obtained or an easement is available for the placement.

7. Payment. The Richwoods Owners or the Association will not be required to pay any additional cost for services requested herein, unless such services are requested in excess of the services provided to citizens that do not reside in private gated communities in Frisco.

8. INDEMNIFICATION. THE RICHWOODS ASSOCIATION OF HOMEOWNERS, INC., INDIVIDUALLY AND ON BEHALF OF ITS SUCCESSORS, ASSIGNEES, GRANTEEES AND/OR TRUSTEES DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE ASSOCIATION IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, IN WHOLE OR IN PART, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF FRISCO (HEREINAFTER “CLAIMS”). THE ASSOCIATION IS EXPRESSLY REQUIRED TO DEFEND FRISCO AGAINST ALL SUCH CLAIMS, AND FRISCO IS REQUIRED TO REASONABLY COOPERATE AND ASSIST RICHWOOD OWNERS IN PROVIDING SUCH DEFENSE; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT FRISCO (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (THE “JUDGMENT”), THEN THE ASSOCIATION IS NOT REQUIRED TO INDEMNIFY OR DEFEND FRISCO TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO FRISCO FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT FRISCO IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, FRISCO AGREES TO REIMBURSE RICHWOOD OWNERS FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY RICHWOOD OWNERS THAT ARE ATTRIBUTABLE TO FRISCO’S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY’S FEES AND EXPENSES, TO RICHWOOD OWNERS WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE DATE OF THE JUDGMENT. IN CONNECTION WITH ANY CONTEMPLATED SETTLEMENT, FRISCO AGREES THAT THE ASSOCIATION WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY COSTS, LOSS OR EXPENSES OF SETTLEMENT UNLESS THE ASSOCIATION HAS CONSENTED TO SUCH SETTLEMENT IN WRITING IN ADVANCE.

IN ITS SOLE DISCRETION, FRISCO SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE RICHWOOD OWNERS IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY FRISCO, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY FRISCO IN WRITING. FRISCO RESERVES THE RIGHT TO PROVIDE A

PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER FRISCO IS UNDER NO OBLIGATION TO DO SO. ANY SUCH OBLIGATION BY FRISCO IS NOT BE CONSTRUED AS A WAIVER OF RICHWOOD OWNERS'S OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS AGREEMENT. RICHWOOD OWNERS SHALL RETAIN FRISCO-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF FRISCO'S WRITTEN NOTICE THAT FRISCO IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF RICHWOOD OWNERS FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, FRISCO SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND RICHWOOD OWNERS SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY FRISCO.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY INCIDENT OCCURRING DURING THE TERM HEREOF.

9. Miscellaneous.

- A. Breach. In the event of a breach of this Agreement by either party, the other party may pursue any remedies available at law or in equity, including without limitation, specific performance.
- B. Assignment, Binding Nature and Recording. This Agreement may not be assigned by either party without written consent of the other party, which said consent shall not be unreasonably withheld.
- C. Notices. Any notice required or permitted by this Agreement is effective when personally delivered in writing or two (2) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

City: The City of Frisco, Texas
Attn: George Purefoy, City Manager
6101 Frisco Square Blvd.
Frisco, Texas, 75034
Telephone No.: 972-292-5105
Facsimile No.: 972-292-5122

With copy to: Abernathy, Roeder, Boyd and Joplin
Attn: Courtney A. Kuykendall
1700 Redbud, Suite 300
McKinney, Texas 75070-1210
Telephone No.: 214-544-4000
Facsimile No.: 214-544-4040

The Richwoods Owners: Richwoods Development, LLC
Attn: Dan Walsh
4050 West Park Blvd, Plano, TX 75093
Telephone No.: 214-619-2930
Facsimile No.: 214-619-2934

and with copy to: Sloan & Roberts, PLLC
Attn: Kenneth W. Sloan
5950 Berkshire Ln., Suite 450
Dallas, Texas 75225
Telephone No.: 214-987-6070
Facsimile No.: 214-987-6071

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of change is provided to the other party in accordance with the provisions of this paragraph.

- D. Capacities. The person or persons executing this Agreement on behalf of Frisco represents and warrants that he/she has the authority to do so in the capacity stated. The person or persons executing this Agreement on behalf of Frisco and the Richwoods Owner(s) represents and warrants that he/she has the authority to do so in the capacity stated.
- E. Interpretation. This Agreement will be deemed drafted equally by all parties hereto. The language of all parts of this Agreement will be construed as a whole according to its fair meaning, and any presumption or principle that the language in this Agreement is to be construed against any party will not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- F. Counterparts. The parties may execute this Agreement in one or more counterparts, all of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- G. Further Assurances. The parties agree to take such further actions and to sign such further documents as may be reasonably necessary or appropriate to fulfill the intent of, and to complete the transactions described in this Agreement.
- H. Unenforceability. If any part, term or provision of this Agreement is held by the courts to be illegal, invalid or otherwise unenforceable, such illegality, invalidity or unenforceability shall not affect the validity of any

other part, term or provision, and the rights of the parties will be construed as if the part, term of provision was never part of this Agreement.

- I. Captions. The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.
- J. Venue. The parties to this Agreement agree and covenant that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Collin County, Texas.
- K. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.
- L. Immunity. By execution of this Agreement, the Parties agree that Frisco has not waived or surrendered any of its governmental powers, immunities or rights, except as identified above in Section 8(a).
- M. Force Majeure. Notwithstanding anything to the contrary contained herein, in the event either party is prevented from performing its obligations hereunder due to inclement weather, strikes, riots, civil unrest, or any other cause which is beyond the reasonable control of such party (a delay due to any such cause being referred to herein as a “Force Majeure Delay”) then the time period for such party’s performance shall be extended by the length of the Force Majeure Delay and such party’s failure to perform such obligation shall be excused for the duration of, and to the extent of, such Force Majeure Delay.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the _____ day of April, 2012 (the “**Effective Date of this Agreement**”).

EXECUTED as of the day and year first written above.

ATTEST:

CITY OF FRISCO, TEXAS,
a municipal corporation

Jenny Page, City Secretary

By: _____
George Purefoy, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **George Purefoy**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **City of Frisco, Texas**, a municipal corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the ____ day of _____, 2012.

Notary Public, in and for the State of Texas

Richwoods Development, LLC

By: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of Richwoods Development, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument; and he/she executed said instrument for the purposes and consideration therein expressed on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the ____ day of _____, 2012.

Notary Public, in and for the State of Texas

Richwoods Land, L.P.

By: Richwoods Management, LLC

Its: General Partner

By: _____
Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of Richwoods Management, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument; and he/she acknowledged to me that Landon Management Services, LLC is the duly authorized representative of Richwoods Land, L.P., a Texas limited partnership, and he/she executed said instrument for the purposes and consideration therein expressed on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the _____ day of _____, 2012.

Notary Public, in and for the State of Texas

Richwoods Association of Homeowners, Inc.

By: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of Richwoods Associations of Homeowners, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument; and he/she executed said instrument for the purposes and consideration therein expressed on behalf of said non-profit corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the _____ day of _____, 2012.

Notary Public, in and for the State of Texas

BEING at tract of land situated in the Jacob Baccus Survey, Abstract No. 53, Tola Dunn Survey, Abstract No. 261 and the J. W. Franklin Survey, Abstract No. 307, City of Frisco, Collin County, Texas, and also being part of a called 404.509 acre tract as conveyed to H. Roger Lawler and recorded in Volume 727, Page 454, Deed Records of Collin County, Texas, also being part of a called 160.572 acre tract as conveyed to H. Roger Lawler and recorded in Volume 682, Page 133, D.R.C.C.T., and also being part of a called 157.320 acre tract as conveyed to H. Roger Lawler and recorded in Volume 658, Page 373, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a pk nail w/shiner set for corner in the south line of said 160.572 acre tract, said pk nail being S 89°34'48" W a distance of 926.82' from the southeast corner of said 160.572 acre tract, said pk nail also being in C.R. No. 68;

THENCE S 89°34'48" W following CR. No. 68 a distance of 598.29' pk nail and shiner set for corner;

THENCE N 00°24'36" E a distance of 799.71' to a capped 1/2" iron rod set for corner;

THENCE N 17°26'24" W a distance of 66.06' to a capped 1/2" iron rod set for corner at the beginning of a nontangent curve to the right with a chord bearing of S 79°52'26" W, and a chord length of 243.14';

THENCE along said curve to the right through a central angle of 14°37'38", a radius of 955.00', an arc length of 243.81' to a capped 1/2" iron rod set for corner;

THENCE N 00°24'36" E a distance of 738.75' to a capped 1/2" iron rod set for corner;

THENCE S 78°50'22" W a distance of 70.74' to a capped 1/2" iron rod set for corner;

THENCE S 85°01'36" W a distance of 69.58' to a capped 1/2" iron rod set for corner;

THENCE S 89°59'57" W a distance of 74.00' to a capped 1/2" iron rod set for corner;

THENCE N 89°35'24" W a distance of 688.14' to a capped 1/2" iron rod set for corner;

THENCE N 00°24'36" E a distance of 2221.26' to a capped 1/2" iron rod set for corner;

THENCE S 89°07'55" W a distance of 568.08' to a capped 1/2" iron rod set for corner;

THENCE N 00°52'05" W a distance of 842.27' to a capped 1/2" iron rod set for corner at the beginning of a nontangent curve to the right with a chord bearing of N 89°48'35" E, and a chord length of 23.07';

THENCE along said curve to the right through a central angle of 01°21'20", a radius of 975.00', an arc length of 23.07' to a capped 1/2" iron rod set for corner;

THENCE N 89°07'55" E a distance of 586.94' to a capped 1/2" iron rod set for corner;

THENCE N 00°52'05" W a distance of 670.10' to a capped 1/2" iron rod set for corner in the south Right of Way line of Rolater Road;

THENCE N 89°09'31" E following the south ROW line of Rolater Road a distance of 56.51' to a capped 1/2" iron rod set for corner;

THENCE N 89°15'33" E following the south ROW line of Rolater Road a distance of 1667.14' to a capped 1/2" iron rod set for corner;

THENCE S 01°00'54" W a distance of 1022.61' to a capped 5/8" iron rod found for corner;

THENCE S 00°06'42" E a distance of 1087.07' to a capped 5/8" iron rod found for corner;

THENCE N 89°08'19" E a distance of 865.05' to a capped 1/2" iron rod set for corner in the west Right Of Way line of Independence Parkway;

THENCE S 00°36'38" E following the west ROW line of said Independence Parkway a distance of 540.50' to a capped 1/2" iron rod set for corner;

THENCE S 00°01'12" E following the west ROW line of said Independence Parkway a distance of 428.29' to a capped 1/2" iron rod found for corner at the northeast corner of a 20.000 acre tract conveyed to the Frisco ISD as recorded in County Clerks No. 20101115001243960, Collin County, Texas;

THENCE DUE WEST following the north line of said Frisco ISD tract a distance of 848.93' to a capped 1/2" iron rod found for corner;

THENCE S 00°26'20" W following the west line of said Frisco ISD tract passing at 1021.49' the southwest corner of said Frisco ISD tract and continuing in all a distance of 2230.44' to the POINT OF BEGINNING, and containing 8,914,461 square feet or 204.648 acres of land.

BEING at tract of land situated in the Jacob Bacous Survey, Abstract No. 53, Toia Dunn Survey, Abstract No. 261 and the J. W. Franklin Survey, Abstract No. 307, City of Frisco, Collin County, Texas, and also being part of a called 404.509 acre tract as conveyed to H. Roger Lawler and recorded in Volume 727, Page 454, Deed Records of Collin County, Texas, also being part of a called 160.572 acre tract as conveyed to H. Roger Lawler and recorded in Volume 682, Page 133, D.R.C.C.T., and also being part of a called 157.320 acre tract as conveyed to H. Roger Lawler and recorded in Volume 658, Page 373, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a pk nail w/shiner set for corner in the south line of said 160.572 acre tract, said pk nail being S 89°34'48" W a distance of 1704.56' from the southeast corner of said 160.572 acre tract, said pk nail also being in C.R. No. 68;

THENCE S 89°34'48" W a distance of 1117.45' to a pk nail w/shiner set for corner;

THENCE N 00°19'10" W a distance of 15.18' to a capped 1/2" iron rod set for corner;

THENCE S 89°52'00" W a distance of 2579.49' to a "X" cut set for corner in the east Right Of Way line of Coit Road;

THENCE N 00°26'09" W following the east ROW line of Coit Road a distance of 2599.47' to a capped 1/2" iron rod set for corner;

THENCE N 01°41'01" W following the east ROW line of Coit Road a distance of 1379.49' to a capped 1/2" iron rod set for corner;

THENCE N 01°33'49" W following the east ROW line of Coit Road a distance of 228.09' to a capped 1/2" iron rod set for corner;

THENCE N 88°21'39" E a distance of 960.49' to a capped 5/8" iron rod found for corner, said capped iron rod being at the beginning of a nontangent curve to the right with a chord bearing of N 61°00'24" E a chord length of 756.07;

THENCE along said curve to the right through a central angle of 56°23'57" a radius of 800.00', an arc length of 787.48' to a capped 5/8" iron rod found for corner;

THENCE N 89°55'10" E a distance of 163.01' to a capped 5/8" iron rod found for corner;

THENCE N 00°47'39" W a distance of 663.41' to a capped 1/2" iron rod set for corner in the south Right Of Way line of Rolater Road;

THENCE N 89°09'31" E following the south ROW line of Rolater Road a distance of 874.29' to a capped 1/2" iron rod set for corner;

THENCE S 00°52'05" E a distance of 670.10' to a capped 1/2" iron rod set for corner;

THENCE S 89°07'55" W a distance of 586.94' to a capped 1/2" iron rod set for corner, said iron rod being at the beginning of a curve to the left with a chord bearing of S 89°48'35" W, with a chord length of 23.07;

THENCE along said curve to the left through a central angle of 01°21'20", a radius of 975.00', an arc length of 23.07' to a capped 1/2" iron rod set for corner;

THENCE S 00°52'05" E a distance of 842.27' to a capped 1/2" iron rod set for corner;

THENCE N 89°07'55" E a distance of 568.08' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 2221.26' to a capped 1/2" iron rod set for corner;

THENCE S 89°35'24" E a distance of 688.14' to a capped 1/2" iron rod set for corner;

THENCE N 89°59'57" E a distance of 74.00' to a capped 1/2" iron rod set for corner;

THENCE N 85°01'36" E a distance of 69.58' to a capped 1/2" iron rod set for corner;

THENCE N 78°50'22" E a distance of 70.74' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 738.75' to a capped 1/2" iron rod set for corner, said iron rod being the beginning of a non tangent curve to the left with a chord bearing of N 79°52'26" E, with a chord length of 243.14;

THENCE along said curve to the left through a central angle of 14°37'38", a radius of 955.00', an arc length of 243.81' to a capped 1/2" iron rod set for corner;

THENCE S 17°26'24" E a distance of 66.06' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 799.71' to the POINT OF BEGINNING and containing 13,132,394 square feet or 301.478 acres of land.