

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN OVERSIZE COST PARTICIPATION AGREEMENT WITH ALLIED DEVELOPMENT, LLC, FOR THE DESIGN AND CONSTRUCTION OF A 30" WASTEWATER MAIN, 1.9 MGD LIFT STATION, WASTEWATER FORCE MAIN, GRAVITY WASTEWATER MAIN, AND 12" POTABLE WATER MAIN FOR THE WATER UTILITIES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (ALLIED DEVELOPMENT, LLC, AN AMOUNT NOT-TO-EXCEED \$7,553,327.43).

WHEREAS, Allied Development, LLC, (the "Developer") is the owner of a 81.553 acre single-family residential development located south of McKinney Street in the City of Denton, Texas and being described on Exhibit A, attached hereto, and made a part hereof for all purposes (the "Property"); and

WHEREAS, Developer is in the process of developing and improving the Property and in connection with the same, must design, construct, and install adequate water and wastewater facilities to service the Property (the "Required Facilities"); and

WHEREAS, as part of these Required Facilities, Developer is proposing to construct a water and wastewater main within the Property, and Developer is proposing to increase the capacity of the water and wastewater main for the Water Utilities Department; and

WHEREAS, the Required Facilities, specifically the water and wastewater main, show additional developable land that will also be served by this water and wastewater main, the City is therefore motivated to provide proportionate and reasonable capacity costs to expand its utility system and ensure adequate utility service to other customers; and

WHEREAS, Subchapter C, Section 212 of the Texas Local Government Code authorizes the City to cost participate with a developer of a subdivision or land to construct public improvements related to the development; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or their designated representative, is hereby authorized to execute the Water & Wastewater Utilities Oversize Cost Participation Agreement which is attached hereto and incorporated herein as Exhibit B.

SECTION 3. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The City Council hereby authorizes the expenditure of funds thereof in the amount and in accordance with the written contract attached hereto and incorporated herein as Exhibit B.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

*[Signatures to appear on the following page.]*

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the ordinance was passed and approved by the following vote [ \_\_\_ - \_\_\_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_

*Benjamin N. Samples, Esq.*

Digitally signed by Benjamin Samples  
DN: cn=com, dc=cityofkenton, dc=coastal, ou=Department Users  
and Groups, ou=General Government, ou=Legal, cn=Benjamin  
Samples, email=Benjamin.Samples@cityofkenton.com  
Date: 2024.02.27 20:30:45 -05'00'

# **EXHIBIT A**

(81.553 acre parcel “Property”)

**EXHIBIT "A"**

BEING an 81.5532 acre tract of land situated in the Gideon Walker Survey, Abstract No. 1330, Denton County, Texas, said 81.5532 being a portion of a called 0.565 acre tract of land conveyed to Michael G. Laney by deed recorded in Denton County Clerk's Instrument Number (D.C.C.I. No.) 1986-77231, Official Public Records, Denton County, Texas (D.R.D.C.T.), said 81.5532 acre tract being all of a called 7.83 acre tract of land identified as "Tract-1", all of a called 51.53 acre tract of land identified as "Tract-2", all of a called 1.21 acre tract of land identified as "Tract-11" and all of a called 4.11 acre tract of land identified as "Tract-12" conveyed to David H Laney, Trustee of the David H. Laney Trust, and as beneficiary of the Estate of Betty Curry Laney, Cause No. IE-99-290, as filed in the Denton County Probate Court, Denton County, Texas, by Special Warranty Deed recorded in D.C.C.I. No. 2002-141489, O.P.R.D.C.T., said 81.5532 being a portion of a called 0.6074 acre tract identified as "Tract-1", all of a called 6.65 acre tract of land identified as "Tract-3", a portion of a called 1.91 acre tract of land identified as "Tract-4", all of a called 1.34 acre tract of land identified as "Tract-5", all of a called 3.40 acre tract identified as "Tract-7", all of a called 2.50 acre tract of land identified as "Tract-8", all of a called 1.23 acre tract of land identified as "Tract-9", all of a called 1.29 acre tract of land identified as "Tract-10" conveyed to David Hart Laney, Trustee of the David Hart Laney Trust by Special Warranty Deed recorded in D.C.C.I. No. 2010-65312, O.P.R.D.C.T., said 81.5532 acre tract being a portion of a called 0.746 acre tract of land conveyed to David Hart Laney, Trustee of the David Hart Laney Trust by Warranty Deed recorded in D.C.C.I. No. 2015-108591, O.P.R.D.C.T., said 81.5532 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a "X" scribed in concrete set at the northwest property corner of the said 7.83 acre tract, same being the northeast property corner of a called 80.695 acre tract of land conveyed to Pulte Homes of Texas, L.P., said beginning point being on the southwest right-of-way line of McKinney Street, being a variable width public right-of-way;

THENCE along the northeast property lines of the said 7.83 acre tract and along the said southwest right-of-way line of McKinney Street the following courses and distances; South 62°13'30" East, 137.55 feet to a 1/2" iron rod found; South 67°26'15" East, 128.27 feet to a 1/2" iron rod with a red illegible cap found; South 70°01'55" East, 232.42 feet to a 1/2" iron rod with a yellow illegible cap found at the northeast property corner of the said 7.83 acre tract, same being the most northerly northwest property corner of the said 51.53 acre tract;

THENCE along the northeast property lines of the said 51.53 acre tract and along the said southwest right-of-way line of McKinney Street the following courses and distances; South 70°06'50" East, 83.66 feet to a 5/8" iron rod with cap stamped "SPOONER 5922" set, hereinafter referred to as an iron rod set; South 70°54'41" East, 405.54 feet to a 1/2" iron rod found at the most northerly northeast property corner of the said 51.53 acre tract, same being the northwest property corner of a called 3.054 acre tract of land conveyed to Self Pet Kennel, Inc. by deed recorded in D.C.C.I. No. 2011-56758, O.P.R.D.C.T.;

THENCE, South 03°33'59" West, along the east property line of the said 51.53 acre tract and along the west property line of the said 3.054 acre tract, 704.43 feet to a 1/2" iron rod found at the southwest property corner of the said 3.054 acre tract, same being the northwest property corner of the said 6.65 acre tract;

THENCE, South 86°39'55" East, along the north property line of the said 6.65 acre tract and along the south property line of the said 3.054 acre tract, 199.81 feet to a bolt found at the southeast property corner of the said 3.054 acre tract, same being the southwest property corner of a called 4.7362 acre tract of land conveyed to Joy Longville by deed recorded in D.C.C.I. No. 2006-6946, O.P.R.D.C.T.;

THENCE, South 86°32'00" East, continuing along the said north property line of the 6.65 acre tract and along the south property line of the said 4.7362 acre tract, 433.36 feet to a 1/2" iron rod found at the northeast property corner of the said 6.65 acre tract of land, same being the southeast property corner of the said 4.7362 acre tract, said 1/2" iron rod found being on the west property line of a called 47.267 tract of land identified as "Tract 6" conveyed to FSA & S Collin County, LLC by deed recorded in D.C.C.I. No. 2015-129157, D.R.D.C.T.;

THENCE, South 03°26'21" West, along the east property line of the said 6.65 acre tract and along the said west property line of the 47.267 acre tract, 345.44 feet to an iron rod set from which a 1/2" iron rod found at the most easterly southeast property corner of the said 6.65 acre tract, same being the northeast property corner of the said 1.91 acre tract, bears South 03°26'21" West 13.14 feet;

THENCE over and across the said 6.65 acre tract, 1.91 acre tract, the said 1.34 acre tract, the said 0.746 acre tract, the said 0.565 acre and the said 0.6074 acre tract the following courses and distances; North 85°40'37" West, a distance of 262.32 feet to an iron rod set; South 04°19'23" West, a distance of 243.74 feet to an iron rod set at the beginning of a curve to the left having a radius of 172.50 feet; Along said curve to the left, an arc length of 20.20 feet, and across a chord which bears South 00°58'04" West, a chord length of 20.19 feet to an iron rod set; South 02°23'16" East, a distance of 291.04 feet to an iron rod set at the beginning of a curve to the left having a radius of 272.50 feet; Along said curve to the left, an arc length of 48.88 feet, and across a chord which bears South 07°31'35" East, a chord length of 48.81 feet to an iron rod set; North 77°20'06" East, a distance of 235.59 feet to an iron rod set on the east property line of the said 0.6074 acre tract, same being the said west property line of the 47.267 acre tract;

THENCE South 03°26'21" West, along the east property lines of the said 0.6074 acre tract, the said 0.565 acre tract, the said 3.40 acre tract, the said 1.23 acre tract, the said 1.29 acre tract, the said 1.21 acre tract, and along the said west property line of the 47.567 acre tract, 799.58 feet to a 1/2" iron rod with yellow cap stamped "4158" found at the southeast property corner of the called 1.21 acre tract, same being the most easterly northeast property corner of the said 4.11 acre tract;

THENCE, South 04°48'50" West, along the east property line of the said 4.11 acre tract and along the said west property line of the 47.267 acre tract, 156.87 feet to USA Army Corps of Engineers Concrete Monument with Brass Disc (COE MON) stamped "P250W" found at the southwest property corner of the said 47.267 acre tract, same being a north property corner of a called 14,709.96 acre tract of land conveyed to the United States of America by deed recorded in Volume 411, Page 194, D.R.D.C.T.;

THENCE, along the southerly property lines of the said 4.11 acre tract and the said 51.53 acre tract, same being the northerly property lines of the said 14,709.96 acre tract the following courses and distances: South 01°14'01" East, 45.85 feet to a COE MON stamped "P249W" found at the southeast property corner of the said 4.11 acre tract; South 89°08'34" West, 1,483.41 feet to a COE

MON stamped "P248W" found at the southwest property corner of the said 51.53 acre tract, same being on the east property line of the said 80.695 acre;

THENCE, North  $01^{\circ}40'14''$  East, along the west property line of the said 51.53 acre tract, along the west property line of the said 7.83 acre tract, and along the said east property line of the 80.695 acre tract, 2,994.22 feet to the Point of Beginning containing 81.5532 acres (3,552,459 square feet) of land more or less.

# **EXHIBIT B**

**(Water & Wastewater Utilities Oversize  
Cost Participation Agreement)**

THE STATE OF TEXAS     §  
  §  
COUNTY OF DENTON     §

**WATER & WASTEWATER UTILITIES OVERSIZE COST PARTICIPATION  
AGREEMENT  
BETWEEN THE CITY OF DENTON AND DEVELOPER  
FOR THE DESIGN AND INSTALLATION OF 30” WASTEWATER MAIN, 1.9 MGD  
LIFT STATION, WASTEWATER FORCE MAIN, GRAVITY WASTEWATER MAIN,  
AND 12” POTABLE WATER MAIN**

This Water and Wastewater Utilities Oversize Cost Participation Agreement (this “**Agreement**”), is made and entered into this 5th day of March, 2024 (the “**Effective Date**”), by and between the City of Denton, a Texas Home-Rule Municipal Corporation (hereinafter referred to as the “**City**”), with its offices located at 215 East McKinney Street, Denton, Texas 76201, and Allied Development, LLC (hereinafter referred to as “**Developer**”), whose business address is 5005 LBJ Freeway, Suite 325, Dallas, Texas 75244.

RECITALS:

WHEREAS, Developer is under contract to purchase for development certain real property located in the City of Denton, Texas and being described on **Exhibit A**, attached hereto and made a part hereof for all purposes (the “**Property**”); and

WHEREAS, Developer is in the process of developing and improving the Property and in connection with the same, must design, construct and install adequate water and wastewater facilities to service the Property (the “**Required Facilities**”); and

WHEREAS, the City, in accordance with its ordinances, wishes for Developer to oversize the Required Facilities, and City wishes to participate in the cost of designing, constructing and installing said Required Facilities to provide for oversized water and wastewater facilities to expand its utility system and insure adequate utility service to other customers, which oversized facilities consists of approximately 1,900 linear feet of thirty-inch (30”) wastewater main, lift station and associated force main with capacity of 1.9 million gallons per day (MGD), approximately 750 linear feet of Twelve-inch (12”) gravity wastewater main and approximately 1,140 linear feet of Twelve-inch (12”) potable water main, and all necessary appurtenances thereto, as shown on **Exhibit B**, attached hereto and incorporated herein by reference (the “**Oversized Facilities**”); and

WHEREAS, the exact size and capacity of the Required Facilities and Oversized Facilities are estimates only and are subject to updating based on agreement of the City and Developer, which updates, if any, shall not require an amendment to this Agreement; and

WHEREAS, the City and Developer desire to enter in this Agreement under Subchapter C, Section 212 of the Texas Local Government Code, to provide for oversizing of improvements required to increase the capacity of improvements in anticipation of future development in the area; and

WHEREAS, the City and Developer desire to set forth, in writing, their understandings and agreement regarding the design, construction and installation of the Required Facilities as more fully set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein Developer and the City do hereby AGREE as follows:

1. Term. This Agreement becomes effective upon the Effective Date and shall remain in effect until the Required Facilities are completed, have been accepted by the City, and the City has reimbursed the Developer for the portion of the costs for the Required Facilities attributable to oversizing in accordance with the terms hereof, unless earlier terminated in a writing that is signed by both the City and Developer. If construction of the Oversized Facilities does not commence within one year of the date of the Agreement, the Agreement shall terminate, unless a written extension thereof is approved by both parties as required in Section 7.6.14 Denton Development Code. This Agreement may be extended one (1) additional 12 Month period if approved in writing by both parties. Developer shall provide written notice to City requesting extension 60 days prior to termination for Developer's failure to commence construction of Oversized Facilities.

This agreement and the obligations herein may be terminated upon written notice from the Developer within 180 days of execution of this Agreement, provided, however, if Developer has submitted civil engineering plans to the City, Developer waives any and all rights to termination under this Agreement.

2. Scope of Work  
Developer shall design, install, and construct the Oversized Facilities.

3. City and Developer Rights and Responsibilities.

- A. Developer agrees that City will cost participate only for City's proportionate share of the Oversized Facilities, and in accordance with Section 212.072 of the Texas Local Government Code, the City will reimburse Developer in an overall total amount not to exceed \$7,553,327.43, or one hundred percent (100%) of the total cost for any oversizing of the Required Facilities, whichever is less.
- B. Prior to the commencement of construction of the Required Facilities, the Developer shall execute a performance bond for the construction of the improvements in the not-to-exceed amount of \$7,553,327.43 to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code. The performance bond shall be maintained by the Developer until the completion of the Required Facilities and Oversized Facilities. Upon completion and acceptance of the Required Facilities and Oversized Facilities, Developer shall cause General Contractor to provide a two-year maintenance bond in the amount of the cost of the Required Facilities. Upon

providing such maintenance bond to the City, the Developer shall have no further obligation with respect to the Required Facilities or Oversized Facilities. Upon the expiration of said two-year period, the maintenance bond shall be terminated and released.

- C. This Agreement is subject to and governed by the Denton Development Code and any other applicable ordinances of the City of Denton, Texas.
- D. Developer shall obtain, at Developer's sole cost and expense, all necessary permits and licenses to construct and install the Required Facilities and Oversized Facilities. Any easements obtained by the Developer for the Required Facilities and Oversized Facilities obtained by the Developer shall be assigned to the City, if not taken in the City's name, prior to acceptance of the Required Facilities and Oversized Facilities, and the Developer warrants clear title to such easements from and against all lawful claims and demands of all persons claiming by, through, or under the Developer, subject however to all easements, covenants, conditions, reservations, restrictions and matters of record and any conditions that would be uncovered by an inspection of the easement area or an accurate survey of the same (collectively, the "**Permitted Exceptions**"), and will defend the City against any adverse claim made against such title, other than the Permitted Exceptions. The City has obtained, or will obtain, and will make available to the Developer any easements for the Oversized Facilities lying outside the Developer's Property.

To the extent any Required Facilities or Oversized Facilities need to be constructed in lands not owned by the City or Developer, the Developer shall use commercially reasonable efforts to obtain the easements. If the Developer is unable to obtain the easements required for the Oversized Facilities, after making an offer in writing, based on fair market value of the property interest to the property owner from whom the property interest is being acquired within 120 days, the City agrees to consider acquiring easements required for the Oversized Facilities. The Developer must provide the City with a survey and metes and bounds description of the property to be acquired and pay the City for all costs of obtaining the easements. The Developer must reimburse the City in full for any costs incurred to acquire the easements, including but not limited to, City staff time, appraisals, title surveys, acquisition costs, relocation costs, and City resources.

- E. The City agrees and acknowledges that the facilities contemplated in this Agreement will be completed in phases. Subject to Section 3.F.iv below, the Developer shall complete the various facilities contemplated herein based upon the timeframes in **Exhibit D**, attached hereto and made a part hereof.

- F. A preliminary opinion of cost for the project is set forth in **Exhibit C**, attached hereto. Developer agrees to design, construct and install the Required Facilities and to fund the full cost (the “**Developer Share**”) of the design, construction, and installation cost for the Required Facilities. All costs to design, construct and install the Required Facilities in excess of the Developer Share are “**Oversizing Costs**.” The City agrees to make payments to Developer for Oversizing Costs in an amount not to exceed \$ \$7,553,327.43, or one hundred percent (100%) of the total cost for any oversizing of the Required Facilities, whichever is less (the “**City Share**”).
- G. The Director of Water Utilities or their designee shall determine the appropriate level of cost participation for the City Share based upon the incremental cost between the Developer’s Required Facilities and the City’s requested Oversized Facilities. This cost determination shall be based upon recent bids for similar facilities and/or cost estimates prepared by the City’s engineering staff. If the City cannot justify the costs involved in any such contract where City funds or pro-rata repayment is involved, the City shall have the option and right to submit the proposal for sealed bids, and the Developer shall pay its proportionate share of the acceptable low bid. Final approval of all oversize participation agreements between the City and the Developer shall come from the City Council after recommendation from the Public Utilities Board unless the participation amount is less than the expenditure level authorized by the City Manager.
- H. The City shall not, in any case, be liable for any additional cost because of delays in beginning, continuing, or completing construction; changes in the price or cost of materials, supplies, or labor; unforeseen or unanticipated cost because of topography, soil, subsurface, or other site conditions; differences in the calculated and actual per linear feet of pipe or materials needed for the Oversized Facilities; the Developer’s decision as to the contractors or subcontractors used to perform the work; or any other reason or cause, specified or unspecified, relating to the construction of the Oversized Facilities.
- I. The City shall reimburse Developer for the City Share of Oversizing Costs within sixty (60) days of the completion and acceptance of the construction of the Required Facilities on a phase-by-phase basis as various facilities are accepted by the City.
- J. To confirm the actual cost of the Required Facilities and Oversized Facilities, City shall have the right to inspect any and all records of the Developer, (and, to the extent available to the Developer, its agents, employees, contractors, or subcontractors) directly related to this Agreement and shall have the right to require the Developer to submit any necessary information, documents, invoices, receipts, or other records to verify the actual cost of the Required Facilities and Oversized Facilities. If the actual costs are lower than those noted on **Exhibit C**, the City Share

shall be reduced pro rata; however, any cost underrun in the first phase of improvements shall not serve, by itself, to reduce the City's pro rata share, rather, such overruns shall be made available for application to any cost overruns in the second phase of construction, such that the City Share will apply to the complete construction of the Required Facilities and Oversized Facilities as a whole.

K. All notices, payments, or communications to be given or made pursuant to this Agreement by the parties hereto, shall be sent to the Developer at the business address given above and to the City Manager for City at the address given above. Requests for payment may also be made by the Developer to the City Manager via electronic mail.

L. **THE DEVELOPER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSS, OR LIABILITY OF ANY KIND WHATSOEVER (INCLUDING DEATH), BY REASON OF INJURY TO PROPERTY OR PERSON OCCASIONED BY ANY ACT OR OMISSION, NEGLIGENCE, OR WRONGDOING OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS, OR OTHER PERSONS WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT; AND THE DEVELOPER SHALL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, THE DEVELOPER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL NOT INCLUDE ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES OF ANY KIND WHATSOEVER THAT ARE CAUSED BY THE CITY'S SOLE NEGLIGENCE. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND DEVELOPER BASED UPON THE COMPARATIVE FAULT OF EACH.**

M. Prior to the final payment by the City:

i. The Required Facilities and Oversized Facilities must be (i) completed by the Developer; (ii) reviewed and inspected by the City; and (iii) approved and accepted by the City, such acceptance

not to be unreasonably withheld, conditioned, delayed, or denied. During the work on the Required Facilities and Oversized Facilities, the City has the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress; and

- ii. The City shall conduct a final inspection of the Required Facilities and Oversized Facilities and any deficiencies noted by the City during such inspection shall have been addressed by the Developer.

N. At the time of execution of this Agreement, the City represents and warrants that it has, and will continue to have, full water and wastewater capacity, available and unencumbered, to provide continuous, adequate water and wastewater services to the Property at full buildout. The City shall not withhold water or wastewater service to the Property on the premise that the City has insufficient water or wastewater capacity to provide same.

4. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5. Counterparts. This Agreement may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

6. Assignment. Developer shall maintain the right to sell, assign, or transfer its interest or rights in the Agreement, or any claim or cause of action related thereto in whole or in part, without the prior written consent of the City. In the event such assignment contains an assumption of obligations by the assignee, Developer shall no longer be liable for completion of the Required Facilities or Oversized Facilities in the event of default by the successor contractor or assignee.

7. Venue. Any and all suits for any breach of this Agreement, or any other suit pertaining to or arising out of this Agreement, shall be brought in a court of competent jurisdiction in Denton County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8. Entire Agreement. This instrument embodies the entire agreement of the parties hereto and there are no promises, terms, conditions, or obligations other than those contained or incorporated herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto with respect to the subject matter of this Agreement.

9. Miscellaneous.

A. Pursuant to Section 2270.002, Texas Government Code, the Developer hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, “boycott Israel” shall have the meaning given such term in Section 2270.001, Texas Government Code.

B. The Developer hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, “foreign terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

10. Certification of Execution. The person or persons signing and executing this Agreement on behalf of Developer, or representing themselves as signing and executing this Agreement on behalf of Developer, do hereby warrant and certify that he, she or they have been duly authorized by Developer to execute this Agreement on behalf of Developer and to validly and legally bind Developer to all terms, performances and provisions herein set forth.

[Signature pages follow]

EXECUTED in duplicate original counterparts by the undersigned duly-authorized officials and officers of the City and the Developer, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF DENTON**  
A Texas Home-Rule Municipality

By: \_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

By: \_\_\_\_\_

THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational  
obligations and business terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department

Date Signed: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

By: \_\_\_\_\_

**DEVELOPER:**

Allied Development, LLC

DocuSigned by:  
*Cody Buzan*  
By: \_\_\_\_\_  
Name: Cody Buzan  
Title: President

**Exhibit A**

Property Description

**EXHIBIT "A"**

BEING an 81.5532 acre tract of land situated in the Gideon Walker Survey, Abstract No. 1330, Denton County, Texas, said 81.5532 being a portion of a called 0.565 acre tract of land conveyed to Michael G. Laney by deed recorded in Denton County Clerk's Instrument Number (D.C.C.I. No.) 1986-77231, Official Public Records, Denton County, Texas (D.R.D.C.T.), said 81.5532 acre tract being all of a called 7.83 acre tract of land identified as "Tract-1", all of a called 51.53 acre tract of land identified as "Tract-2", all of a called 1.21 acre tract of land identified as "Tract-11" and all of a called 4.11 acre tract of land identified as "Tract-12" conveyed to David H Laney, Trustee of the David H. Laney Trust, and as beneficiary of the Estate of Betty Curry Laney, Cause No. IE-99-290, as filed in the Denton County Probate Court, Denton County, Texas, by Special Warranty Deed recorded in D.C.C.I. No. 2002-141489, O.P.R.D.C.T., said 81.5532 being a portion of a called 0.6074 acre tract identified as "Tract-1", all of a called 6.65 acre tract of land identified as "Tract-3", a portion of a called 1.91 acre tract of land identified as "Tract-4", all of a called 1.34 acre tract of land identified as "Tract-5", all of a called 3.40 acre tract identified as "Tract-7", all of a called 2.50 acre tract of land identified as "Tract-8", all of a called 1.23 acre tract of land identified as "Tract-9", all of a called 1.29 acre tract of land identified as "Tract-10" conveyed to David Hart Laney, Trustee of the David Hart Laney Trust by Special Warranty Deed recorded in D.C.C.I. No. 2010-65312, O.P.R.D.C.T., said 81.5532 acre tract being a portion of a called 0.746 acre tract of land conveyed to David Hart Laney, Trustee of the David Hart Laney Trust by Warranty Deed recorded in D.C.C.I. No. 2015-108591, O.P.R.D.C.T., said 81.5532 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a "X" scribed in concrete set at the northwest property corner of the said 7.83 acre tract, same being the northeast property corner of a called 80.695 acre tract of land conveyed to Pulte Homes of Texas, L.P., said beginning point being on the southwest right-of-way line of McKinney Street, being a variable width public right-of-way;

THENCE along the northeast property lines of the said 7.83 acre tract and along the said southwest right-of-way line of McKinney Street the following courses and distances; South 62°13'30" East, 137.55 feet to a 1/2" iron rod found; South 67°26'15" East, 128.27 feet to a 1/2" iron rod with a red illegible cap found; South 70°01'55" East, 232.42 feet to a 1/2" iron rod with a yellow illegible cap found at the northeast property corner of the said 7.83 acre tract, same being the most northerly northwest property corner of the said 51.53 acre tract;

THENCE along the northeast property lines of the said 51.53 acre tract and along the said southwest right-of-way line of McKinney Street the following courses and distances; South 70°06'50" East, 83.66 feet to a 5/8" iron rod with cap stamped "SPOONER 5922" set, hereinafter referred to as an iron rod set; South 70°54'41" East, 405.54 feet to a 1/2" iron rod found at the most northerly northeast property corner of the said 51.53 acre tract, same being the northwest property corner of a called 3.054 acre tract of land conveyed to Self Pet Kennel, Inc. by deed recorded in D.C.C.I. No. 2011-56758, O.P.R.D.C.T.;

THENCE, South 03°33'59" West, along the east property line of the said 51.53 acre tract and along the west property line of the said 3.054 acre tract, 704.43 feet to a 1/2" iron rod found at the southwest property corner of the said 3.054 acre tract, same being the northwest property corner of the said 6.65 acre tract;

THENCE, South 86°39'55" East, along the north property line of the said 6.65 acre tract and along the south property line of the said 3.054 acre tract, 199.81 feet to a bolt found at the southeast property corner of the said 3.054 acre tract, same being the southwest property corner of a called 4.7362 acre tract of land conveyed to Joy Longville by deed recorded in D.C.C.I. No. 2006-6946, O.P.R.D.C.T.;

THENCE, South 86°32'00" East, continuing along the said north property line of the 6.65 acre tract and along the south property line of the said 4.7362 acre tract, 433.36 feet to a 1/2" iron rod found at the northeast property corner of the said 6.65 acre tract of land, same being the southeast property corner of the said 4.7362 acre tract, said 1/2" iron rod found being on the west property line of a called 47.267 tract of land identified as "Tract 6" conveyed to FSA & S Collin County, LLC by deed recorded in D.C.C.I. No. 2015-129157, D.R.D.C.T.;

THENCE, South 03°26'21" West, along the east property line of the said 6.65 acre tract and along the said west property line of the 47.267 acre tract, 345.44 feet to an iron rod set from which a 1/2" iron rod found at the most easterly southeast property corner of the said 6.65 acre tract, same being the northeast property corner of the said 1.91 acre tract, bears South 03°26'21" West 13.14 feet;

THENCE over and across the said 6.65 acre tract, 1.91 acre tract, the said 1.34 acre tract, the said 0.746 acre tract, the said 0.565 acre and the said 0.6074 acre tract the following courses and distances; North 85°40'37" West, a distance of 262.32 feet to an iron rod set; South 04°19'23" West, a distance of 243.74 feet to an iron rod set at the beginning of a curve to the left having a radius of 172.50 feet; Along said curve to the left, an arc length of 20.20 feet, and across a chord which bears South 00°58'04" West, a chord length of 20.19 feet to an iron rod set; South 02°23'16" East, a distance of 291.04 feet to an iron rod set at the beginning of a curve to the left having a radius of 272.50 feet; Along said curve to the left, an arc length of 48.88 feet, and across a chord which bears South 07°31'35" East, a chord length of 48.81 feet to an iron rod set; North 77°20'06" East, a distance of 235.59 feet to an iron rod set on the east property line of the said 0.6074 acre tract, same being the said west property line of the 47.267 acre tract;

THENCE South 03°26'21" West, along the east property lines of the said 0.6074 acre tract, the said 0.565 acre tract, the said 3.40 acre tract, the said 1.23 acre tract, the said 1.29 acre tract, the said 1.21 acre tract, and along the said west property line of the 47.567 acre tract, 799.58 feet to a 1/2" iron rod with yellow cap stamped "4158" found at the southeast property corner of the called 1.21 acre tract, same being the most easterly northeast property corner of the said 4.11 acre tract;

THENCE, South 04°48'50" West, along the east property line of the said 4.11 acre tract and along the said west property line of the 47.267 acre tract, 156.87 feet to USA Army Corps of Engineers Concrete Monument with Brass Disc (COE MON) stamped "P250W" found at the southwest property corner of the said 47.267 acre tract, same being a north property corner of a called 14,709.96 acre tract of land conveyed to the United States of America by deed recorded in Volume 411, Page 194, D.R.D.C.T.;

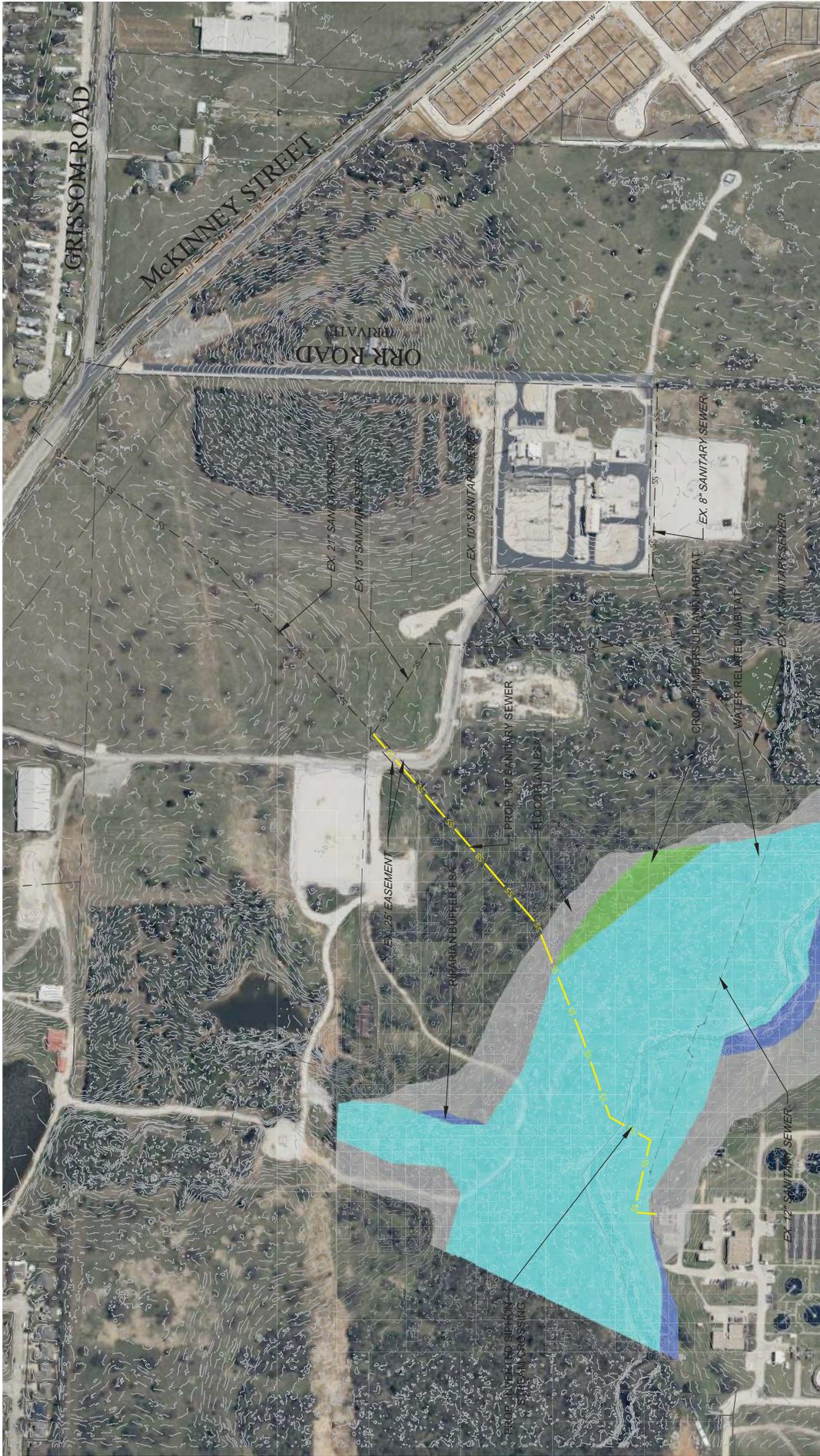
THENCE, along the southerly property lines of the said 4.11 acre tract and the said 51.53 acre tract, same being the northerly property lines of the said 14,709.96 acre tract the following courses and distances: South 01°14'01" East, 45.85 feet to a COE MON stamped "P249W" found at the southeast property corner of the said 4.11 acre tract; South 89°08'34" West, 1,483.41 feet to a COE

MON stamped "P248W" found at the southwest property corner of the said 51.53 acre tract, same being on the east property line of the said 80.695 acre;

THENCE, North  $01^{\circ}40'14''$  East, along the west property line of the said 51.53 acre tract, along the west property line of the said 7.83 acre tract, and along the said east property line of the 80.695 acre tract, 2,994.22 feet to the Point of Beginning containing 81.5532 acres (3,552,459 square feet) of land more or less.

**Exhibit B**

Oversized Facilities



PROJECT MANAGER:	SJT
DRAWN BY:	AC
JURISDICTION:	DENTON, TX
DATE:	7/26/2022
COMMENTS:	FOR EXHIBIT PURPOSES ONLY
SHEET NUMBER:	1 OF 4
JOBFILE NUMBER:	1932.001

**STELLA HILLS**  
DENTON, TX

REVISIONS	DATE

**Exhibit B**  
**Oversized Facilities**

**FORESITE** group  
 10000 Highway 117, Suite 100  
 Dallas, TX 75240  
 Phone: 972.414.7879  
 Fax: 972.414.7878  
 Email: info@foresitegroup.com  
 Website: www.foresitegroup.com



PROJECT MANAGER: \_\_\_\_\_  
 DRAWING BY: \_\_\_\_\_  
 JURISDICTION: DENTON, TX  
 DATE: 7/10/2022  
 COMMENTS: FOR EXHIBIT PURPOSES ONLY  
 SHEET NUMBER: 4 OF 7  
 JOB FILE NUMBER: #####

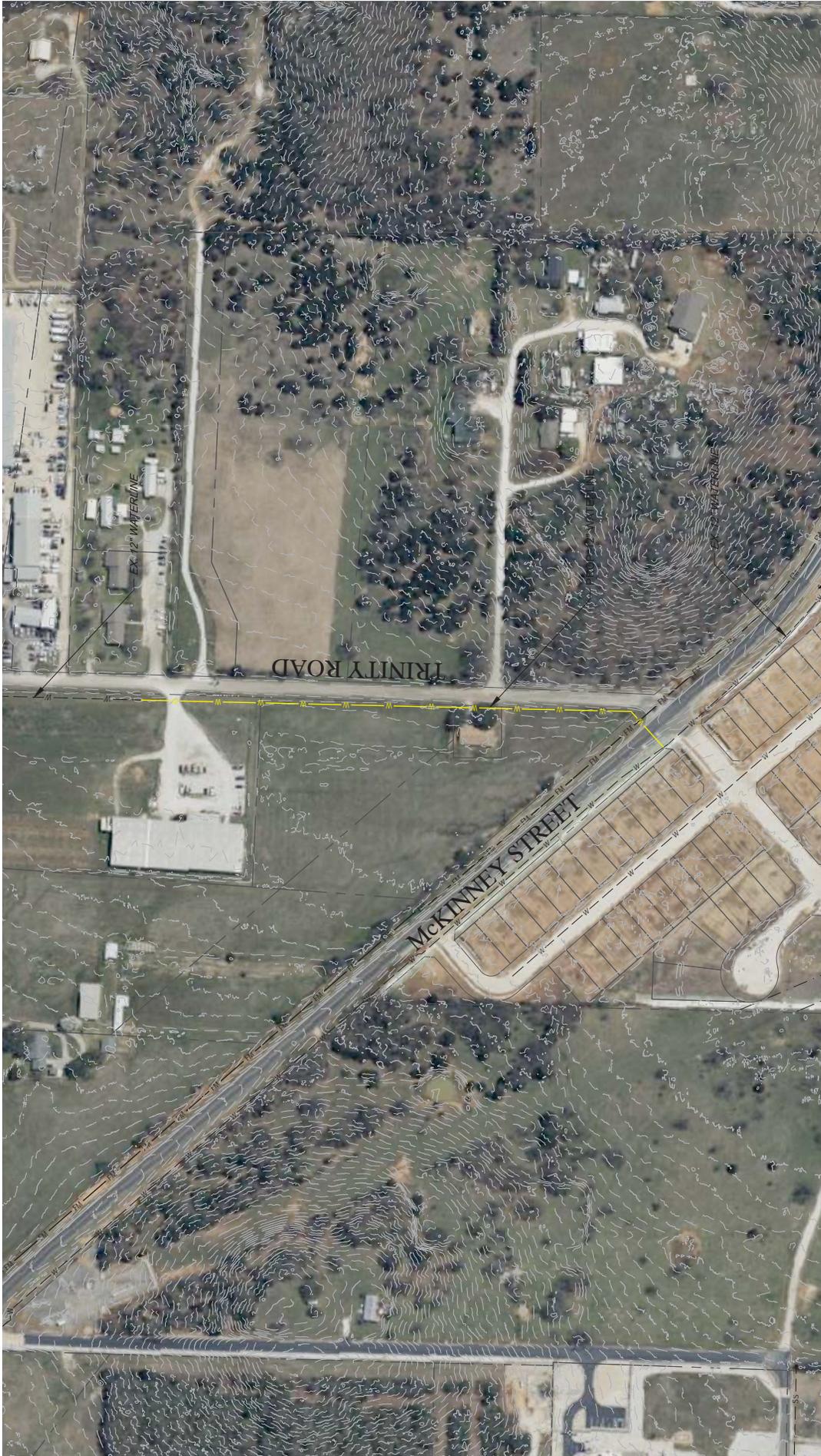
TITLE: \_\_\_\_\_  
 PROJECT: \_\_\_\_\_  
**STELLA HILLS**  
 DENTON, TX

REVISIONS	DATE

THESE PLANS WERE PREPARED UNDER THE SUPERVISION AND DIRECTION OF SEAN FAULKNER, PE #92881. THESE PLANS ARE RELEASED FOR PLANNING PURPOSES ONLY. THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT.

**FORESITE group**  
 10000 Hwy 117, Suite 100  
 Forest Grove, TX 75127  
 Phone: 817.419.9713  
 Fax: 817.419.9714  
 www.foresitegroup.com

DocuSign Envelope ID: 9EDF78EB-B418-422C-B382-07E9D00BF4E5



PROJECT MANAGER:	SJT
DRAWN BY:	KG
JURISDICTION:	DENTON, TX
DATE:	7/20/2023
COMMENTS:	FOR EXHIBIT PURPOSES ONLY
SHEET NUMBER:	3 OF 4
JOBFILE NUMBER:	1932.001

TITLE: OFFSITE WATER IMPROVEMENTS  
 PROJECT: STELLA HILLS  
 DENTON, TX

REVISIONS	DATE

Exhibit B  
 Oversized Facilities

**FORESITE** group  
 20700 Hwy. 11779  
 Forest-Centle, LLC  
 Forest-Centle Avenue  
 Suite 100  
 Dallas, TX 75230  
 Phone: 972.333.7123  
 Fax: 972.333.7125  
 www.foresitegroup.com

DocuSign Envelope ID: 9EDF78EB-B418-422C-B382-07E9D00BF4E5



PROJECT MANAGER:	SJF
DRAWN BY:	KG
JURISDICTION:	DENTON, TX
DATE:	7/20/2022
COMMENTS:	FOR EXHIBIT PURPOSES ONLY
SHEET NUMBER:	1932.001

TITLE: **STELLA HILLS**  
DENTON, TX

PROJECT: **ONSITE OVERSIZING**

SHEET NUMBER: **4 OF 4**

REVISIONS	DATE

**Exhibit B**  
**Oversized Facilities**

**FORESITE** group

11111 Main Street, Suite 100  
Denton, TX 76201  
Phone: 817.320.1111  
Fax: 817.320.1112  
www.foresitegroup.com

**Exhibit C**

Estimated Cost of Required Facilities

## Stella Hills Offsite Improvements

## PRELIMINARY OPINION OF COST

February 7, 2024

## SUMMARY

	City Cost		Developer Cost		Total Cost
Townsend Green LS Improvements	\$ 253,997.28	(100.0%)	\$ -	(0.0%)	\$ 253,997.28
Townsend Green Bypass	\$ 190,999.94	(100.0%)	\$ -	(0.0%)	\$ 190,999.94
Lift Station & Force Main	\$ 3,342,024.45	(79.1%)	\$ 883,038.06	(20.9%)	\$ 4,225,062.51
Onsite Upsizing	\$ 257,839.20	(100.0%)	\$ -	(0.0%)	\$ 257,839.20
Offsite Water	\$ 319,743.59	(100.0%)	\$ -	(0.0%)	\$ 319,743.59
Lake Ranch Interceptor	\$ 1,826,647.55	(95.6%)	\$ 84,071.64	(4.4%)	\$ 1,910,719.19
Sub-Total	\$ 6,191,251.99	(86.5%)	\$ 967,109.71	(13.5%)	\$ 7,158,361.70
Engineering & Surveying (12%)	\$ 742,950.24	(86.5%)	\$ 116,053.17	(13.5%)	\$ 859,003.40
Contingencies (10%)	\$ 619,125.20	(86.5%)	\$ 96,710.97	(13.5%)	\$ 715,836.17
<b>Total Construction Cost</b>	<b>\$ 7,553,327.43</b>	<b>(86.5%)</b>	<b>\$ 1,179,873.85</b>	<b>(13.5%)</b>	<b>\$ 8,733,201.28</b>

## NOTES

This estimate is based on attached plans prepared by Foresite Group.

The tract is located within the City of Denton.

This estimate used the current water and sewer design criteria specified by the City of Denton.

This estimate is based on FGI's standard unit prices. Prices should be verified by a contractor.

Unit prices do not reflect rock excavation.

**Unit prices for PVC water and sewer pipe do not reflect price volatility caused by material shortages or the increased cost of petroleum products. Users of this estimate should contact suppliers or contractors for unit price inquiries that match their construction timing.**

Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.

Impact fee credits are not included in the estimate.

This estimate does not include geotechnical testing or reports.

This estimate was prepared without the benefit of geotechnical data.

This estimate does not include tree survey or tree mitigations.

This estimate does not include environmental reports or wetlands determinations.

This estimate is based on LIDAR topographic data from TNRS.

Off-site easement and Right-of-Way acquisition is the responsibility of the City.

The fees listed were provided by The City of Denton.

Water line includes all fittings, tees, crosses, etc.

Fire hydrant assembly includes all fittings, tees and valves.

Assumes all waterlines are less than 10' deep.

This estimate was performed without the benefit of a water model.

This estimate does not include cost to remove and relocate existing utilities.

This estimate assumes the sanitary sewer system is servicing approximately 375 acres with a single family equivalent of 1,420 lots.

Additional erosion control may be required.

This cost estimate does not include engineering review fees.

## Stella Hills Phase 1 Offsite Improvements

## PRELIMINARY OPINION OF COST

February 7, 2024

Item	Quantity	Unit	Unit Price	TOTAL
<b>TOWNSEND GREEN LIFT STATION IMPROVEMENTS &amp; FORCE MAIN TO TOWNSEND GREEN</b>				
Remove/Replace Pumps	2	EA	\$ 59,500.00	\$ 119,000.00
Upgrade Electrical Panels	1	LS	\$ 34,500.00	\$ 34,500.00
4" Force Main	1260	LF	\$ 70.00	\$ 88,200.00
Connect to Existing Manhole	1	EA	\$ 3,708.00	\$ 3,708.00
Inspection Fee	3.5%	%	\$ 245,408.00	\$ 8,589.28
			<b>Sub-Total</b>	\$ 253,997.28
<b>TOWNSEND GREEN BYPASS</b>				
12" SDR-26 PVC Pipe	315	LF	\$ 168.00	\$ 52,920.00
4' Diameter Manhole	1	EA	\$ 9,303.00	\$ 9,303.00
Trench Safety	315	LF	\$ 1.00	\$ 315.00
TV, Air, Mandrel Testing (Excluding Geotech Testing)	315	LF	\$ 4.00	\$ 1,260.00
Inspection Fee	3.5%	%	\$ 63,798.00	\$ 2,232.93
			<b>Sub-Total</b>	\$ 66,030.93
<b>LIFT STATION &amp; FORCEMAIN</b>				
Lift Station	1	EA	\$ 2,600,000.00	\$ 2,600,000.00
12" Force Main	3010	LF	\$ 210.00	\$ 632,100.00
Connect to Existing Manhole	1	EA	\$ 4,358.00	\$ 4,358.00
18" Encasement by Bore	50	LF	\$ 934.00	\$ 46,700.00
Trench Safety	3,010	LF	\$ 1.00	\$ 3,010.00
Hydrostatic Testing	3,010	LF	\$ 2.00	\$ 6,020.00
Inspection Fee	3.5%	%	\$ 3,292,188.00	\$ 115,226.58
			<b>Sub-Total</b>	\$ 3,407,414.58

**ONSITE UPSIZING**

8" SDR-26 PVC Pipe	250	LF	\$	98.00	\$	24,500.00
10" SDR-26 PVC Pipe in lieu of 8" SDR-26 PVC Pipe	1040	LF	\$	37.00	\$	38,480.00
12" SDR-26 PVC Pipe in lieu of 8" SDR-26 PVC Pipe	930	LF	\$	56.00	\$	52,080.00
15" SDR-26 PVC Pipe in lieu of 8" SDR-26 PVC Pipe	630	LF	\$	80.00	\$	50,400.00
End and Plug	1	LF	\$	2,732.00	\$	2,732.00
5' Diameter Manhole in lieu of 4' Diameter Manhole	1	EA	\$	6,128.00	\$	6,128.00
Cleanout	1	EA	\$	3,882.00	\$	3,882.00
12" Encasement by Bore	50	LF	\$	984.00	\$	49,200.00
Inspection Fee	3.5%	%	\$	227,402.00	\$	7,959.07
				<b>Sub-Total</b>	\$	235,361.07

**OFFSITE WATER**

12" AWWA C900 PVC Pipe	1,140	LF	\$	149.00	\$	169,860.00
6" Gate Valve	1	EA	\$	2,643.00	\$	2,643.00
12" Gate Valve	2	EA	\$	5,029.00	\$	10,058.00
Fire Hydrant Assembly	1	EA	\$	7,673.00	\$	7,673.00
18" Encasement by Bore	50	LF	\$	1,326.00	\$	66,300.00
Connect to Existing Water Line	1	EA	\$	2,806.00	\$	2,806.00
12"x12" Tapping Sleeve and Valve	1	EA	\$	16,246.00	\$	16,246.00
Remove and Replace Driveway	75	SY	\$	399.00	\$	29,925.00
Trench Safety	1,140	LF	\$	1.00	\$	1,140.00
Hydrostatic & Chlorination Testing (Excluding Geo. Test)	1,140	LF	\$	2.00	\$	2,280.00
Inspection Fee	3.5%	%	\$	308,931.00	\$	10,812.59
				<b>Sub-Total</b>	\$	319,743.59
				<b>Phase 1 Sub-Total</b>	\$	4,282,547.45

## Stella Hills Phase 2 Offsite Improvements

## PRELIMINARY OPINION OF COST

February 7, 2024

Item	Quantity	Unit	Unit Price	TOTAL
<b>LAKEVIEW RANCH INTERCEPTOR</b>				
Clearing and Grubbing	2.5	ACRE	\$ 5,597.00	\$ 13,992.50
30" FRP Pipe	1900	LF	\$ 550.00	\$ 1,045,000.00
6' Diameter Manhole	7	EA	\$ 31,986.00	\$ 223,902.00
Connect to Existing Manhole	1	EA	\$ 6,211.00	\$ 6,211.00
42" Casing by Bore	150	LF	\$ 1,978.00	\$ 296,700.00
16" Casing by Bore	150	LF	\$ 981.00	\$ 147,150.00
Remove and Replace Concrete Pavement	50	SY	\$ 483.00	\$ 24,150.00
Inverted Siphon	1	EA	\$ 80,000.00	\$ 80,000.00
Silt Fence	3000	LF	\$ 3.00	\$ 9,000.00
Inspection Fee	3.5%	%	\$ 1,846,105.50	\$ 64,613.69
			<b>Sub-Total</b>	\$ 1,910,719.19
<b>TOWNSEND GREEN BYPASS</b>				
12" SDR-26 PVC Pipe	440	LF	\$ 168.00	\$ 73,920.00
4' Diameter Manhole	3	EA	\$ 9,843.00	\$ 29,529.00
Modify Existing Manhole	1	EA	\$ 3,398.00	\$ 3,398.00
Abandon Lift Station (in-place)	1	EA	\$ 11,696.00	\$ 11,696.00
Trench Safety	440	LF	\$ 1.00	\$ 440.00
TV, Air, Mandrel Testing (Excluding Geotech Testing)	440	LF	\$ 4.00	\$ 1,760.00
Inspection Fee	3.5%	%	\$ 120,743.00	\$ 4,226.01
			<b>Sub-Total</b>	\$ 124,969.01
<b>LIFT STATION &amp; FORCEMAIN</b>				
Install Pumps	2	EA	\$ 59,500.00	\$ 119,000.00
12" Force Main	2900	LF	\$ 210.00	\$ 609,000.00
Connect to Existing Manhole	1	EA	\$ 4,898.00	\$ 4,898.00
Remove and Replace Concrete Pavement	50	SY	\$ 968.00	\$ 48,400.00
Trench Safety	2,900	LF	\$ 1.00	\$ 2,900.00
Hydrostatic Testing	2,900	LF	\$ 2.00	\$ 5,800.00
Inspection Fee	3.5%	%	\$ 789,998.00	\$ 27,649.93
			<b>Sub-Total</b>	\$ 817,647.93

**ONSITE UPSIZING**

8" SDR-26 PVC Pipe	160	LF	\$	117.00	\$	18,720.00
End and Plug	1	LF	\$	2,998.00	\$	2,998.00
Inspection Fee	3.5%	%	\$	21,718.00	\$	760.13
				<b>Sub-Total</b>	\$	22,478.13
				<b>Phase 2 Sub-Total</b>	\$	2,875,814.26

## **Exhibit D**

### Phasing of Facilities

Items that must be completed prior to issuance of a building permit in Developer's first phase of development:

- Full Wet Well
- Pumps for Phase 1 to pump to Townsend Green and connect to Townsend Green sewer system
- Construct headworks for Phase 1 pumps and ultimate condition pumps
- 12" force main through development to north side of McKinney
- Construct Townsend Green Bypass to common property line

Items that must be completed prior to issuance of a certificate of occupancy in Developer's second phase of development. If items below are incomplete but Developer is otherwise able to acquire a certificate of occupancy from the City, the City will allow the Developer to provide, at Developer's expense, pump and haul services in order to receive certificates of occupancy.

- Extend force main to Grissom/McKinney
- Construct Lakeview Ranch Interceptor
- Install ultimate pumps at lift station
- Construct remainder of Townsend Bypass from common property line to Townsend Green lift station, then decommission Townsend Green lift station

**Certificate Of Completion**

Envelope Id: 5DFF858A23CE4BF2B72988C8BE3B6668	Status: Completed
Subject: Stella Hills OPA	
Source Envelope:	
Document Pages: 25	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Christian Garcia
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christian.Garcia@cityofdenton.com
	IP Address: 198.49.140.10

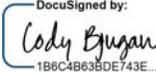
**Record Tracking**

Status: Original	Holder: Christian Garcia	Location: DocuSign
2/29/2024 2:03:06 PM	Christian.Garcia@cityofdenton.com	

**Signer Events**

Cody Bjugan  
 cody@codybjugan.com  
 President  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 1B6C4B63BDE743E...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 104.28.123.135  
 Signed using mobile

**Timestamp**

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 Signed: 2/29/2024 3:12:04 PM

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 Accepted: 2/29/2024 3:11:41 PM  
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**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

David Hill  
 david@allieddev.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 2/29/2024 3:12:12 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

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Certified Delivered	Security Checked	2/29/2024 3:11:41 PM
Signing Complete	Security Checked	2/29/2024 3:12:04 PM
Completed	Security Checked	2/29/2024 3:12:12 PM

**Payment Events**

**Status**

**Timestamps**



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.