

ORDINANCE NO. 26-0794

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, A HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE A FACILITIES AGREEMENT WITH 636 DENTON DEV COMPANY, LLC, WHEREIN THE DEVELOPER WILL PLAN, DESIGN, AND CONSTRUCT A TEMPORARY WASTEWATER TREATMENT PLANT, CITY WATER LINE, AND OTHER WATER AND WASTEWATER FACILITIES NECESSARY TO SERVE THE SUNDANCE DEVELOPMENT GENERALLY LOCATED WEST OF THE INTERSECTION OF FARM-TO-MARKET ROAD 2164 AND MILAM ROAD EAST; REQUIRING THE CITY'S WITHDRAWAL OF ITS PROTEST OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0016632001; PROVIDING FOR THE CITY'S OWNERSHIP AND OPERATION OF WATER AND WASTEWATER FACILITIES, INCLUDING THE WASTEWATER TREATMENT PLANT; REQUIRING TRANSFER OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0016632001, WHEN ISSUED, FROM THE DEVELOPER TO THE CITY; PROVIDING A CAPACITY RESERVATION TO THE DEVELOPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 636 Denton Dev Company, LLC (the "Developer") intends to develop and construct residential dwellings, commercial property, and other improvements on real property that is or will be owned by the Developer, collectively known as the Sundance Development (the Development); and

WHEREAS; the Developer currently owns property in the City's extraterritorial jurisdiction and intends for the Development to include property within City limits and the City's extraterritorial jurisdiction; and

WHEREAS, the Development is located within an area covered by the City's Certificates of Convenience and Necessity ("CCNs") for water and sewer service, respectively; and

WHEREAS, the Development will require retail water utility service and the collection, treatment, and disposal of domestic wastewater; and

WHEREAS, the City intends to extend its wastewater collection system into an area near the Development, in accordance with the City's Capital Improvement Plan; and

WHEREAS, the Developer submitted an application to the Texas Commission on Environmental Quality ("TCEQ" for Texas Pollutant Discharge Elimination System Permit No. WQ0016632001 ("Permit")); and

WHEREAS, the City protested the Permit application on July 24, 2025, on grounds involving water quality, application completeness, need, public involvement, and the state's policy to encourage regionalization of wastewater facilities; and

WHEREAS, the Developer intends to obtain the Permit and construct a temporary domestic wastewater treatment package plant (the “WWTP”) to serve the Development on an interim basis until the Development’s connection to the City's wastewater collection system can be completed; and

WHEREAS, the Developer intends to convey the permit and the WWTP to the City; and

WHEREAS, the City intends to own and operate the WWTP on an interim basis and, at its option, store the plant for future use, as needed, upon connection of the Development to the City’s wastewater collection system; and

WHEREAS, the Developer intends to construct all the water and wastewater infrastructure needed to connect the Development to the City’s water and wastewater facilities and to dedicate those facilities to the City; and

WHEREAS, the Developer intends to construct a sixteen-inch (16”) water line capable of serving the 2,000 single family equivalents needed by the Development (the “City Water Line”) and to dedicate the line to the City in exchange for a reservation of capacity; and

WHEREAS, the City and the Developer desire to enter into the Facilities Agreement attached hereto as Exhibit “A” to define the terms, conditions, design specifications, dedication rules, and operational obligations governing the WWTP, the City Water Line, and all other water and wastewater infrastructure needed to serve the Development; and

WHEREAS, the City Council finds that the execution of the Facilities Agreement supports regionalization of wastewater systems in the area, the City’s Capital Improvement Plan, and economic activity; and

WHEREAS, the City Council finds that execution of the Facilities Agreement protects the public health, safety, and general welfare of the community.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are true and correct and incorporated herein by reference.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Facilities Agreement, attached hereto as Exhibit “A” and incorporated herein by reference for all purposes, with 636 Denton Dev Company, LLC.

SECTION 3. The City Manager, or their designee, is authorized to carry out all duties and obligations to be performed by the City under the Facilities Agreement, unless otherwise explicitly

reserved in the agreement for City Council approval.

SECTION 4. Minor adjustments to the attached Facilities Agreement by the City Manager or their designee, such as filling in blanks and minor clarifications or corrections, and any modifications made by the City Council in the approval of this Ordinance are authorized.

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

The motion to approve this Ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [__ - __]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

Exhibit “A”
Facilities Agreement

FACILITIES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS FACILITIES AGREEMENT (“Agreement”) is made and entered into as of the date of last execution by any Party (Effective Date”) by and between the City of Denton, Texas (“City”) and 636 Denton Dev Company, LLC (“Developer”), all together referred to as the “Parties” or individually as a “Party.”

WHEREAS, the Developer owns real property and intends to acquire additional property within an area more specifically described and depicted shaded in green in Exhibit “A”, attached hereto and incorporated into this Agreement for all purposes (the “Development Area”), for the purposes of planning, designing, and constructing one or more residential and commercial developments to have a maximum of 2,000 single family equivalents (“SFE”); and

WHEREAS, Developer has not yet selected all the preferred tracts of real property within the Development Area for future phases of the planned development; and

WHEREAS, the Development Area is within the certificated sewer service area of the City, as authorized by the Public Utility Commission of Texas (“PUC”) through Certificate of Convenience and Necessity (“CCN”) No. 20072, and is within a dually certificated water service area under CCN No. 10195, held by the City, and CCN No. 11257, held by the Bolivar Water Supply Corporation; and

WHEREAS, the Developer proposes to develop and construct residential dwellings and other improvements on real property that is or will be owned by the Developer within the Development Area (“Sundance Development”); and

WHEREAS, the Sundance Development will require retail potable water utility service and the collection, treatment, and disposal of domestic wastewater; and

WHEREAS, the Parties desire the City to provide retail water and sewer utility service to all customers within the Sundance Development, as authorized and required under CCN Nos. 10195 and 20072; and

WHEREAS, certain improvements to the City’s public drinking water system must be made to serve the Sundance Development; and

WHEREAS, the Developer intends to construct a water line to serve the Sundance Development and to dedicate the water line to the City; and

WHEREAS, the City intends during the term of this Agreement to extend its central sewer system, in accordance with its Wastewater Master Plan, to an area within one mile of the Sundance Development, and once City wastewater facilities are extended to an area near the Sundance

Development, the Developer intends to construct, and convey to the City, wastewater facilities capable of collecting all domestic wastewater generated in the Sundance Development and delivering it to the City's wastewater system; and

WHEREAS, on September 24, 2024, the Developer filed an application ("Permit Application") with the Texas Commission on Environmental Quality ("TCEQ") for approval of Texas Pollutant Discharge Elimination System Permit No. WQ0016632001 ("Permit"); and

WHEREAS, the Permit, if issued, would authorize the Developer to construct, operate, own, and maintain a domestic wastewater treatment plant to serve the Sundance Development (the "WWTP"); and

WHEREAS, after completion of construction of each phase of the WWTP by Developer, the Parties intend for the City to own, operate, and maintain the WWTP; and

WHEREAS, the City will operate the WWTP and serve the Sundance Development on a temporary basis until such time as the Developer can connect the Sundance Development to the City's wastewater collection system; and

WHEREAS, following connection of the Sundance Development to the City's wastewater collection system in accordance with this Agreement, the Developer will remove the WWTP at its own expense and, if requested by the City, deliver it to the City or dispose of it; and

WHEREAS, subject to the terms of this Agreement, the City will consent to TCEQ's issuance of the Permit and to the Developer's construction of the WWTP; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration of the mutual agreements established herein, the Parties, through their undersigned representatives, agree to the following terms and conditions.

1. Permit. The Developer shall, at the Developer's sole expense, prosecute the Permit Application and take all efforts necessary to obtain the Permit. The Permit will authorize construction and operation of three phases of the WWTP: Interim I, Interim II, and Final ("WWTP Phase(s)"). Developer shall be solely responsible for designing and constructing all phases of the permitted WWTP. After Developer's completion of construction of the Interim I phase of the WWTP at the WWTP Site, but not later than 45 days prior to the City's initiation of operation of the WWTP, Developer will complete its transfer of the Permit to the City and will dedicate the portions of the WWTP needed to operate the WWTP during the Interim I Phase to the City pursuant to Section 4 of this Agreement. The Parties agree that once transferred and dedicated to the City, the City shall be the sole permittee.

2. Consent and Covenant Not to Protest.

a. Subject to the Developer performing its obligations under this Agreement and the terms and conditions contained herein, the City agrees to not oppose the Permit Application or the TCEQ's issuance of the Permit.

b. To meet the City's reuse and water conservation commitments, all treated effluent discharged from the WWTP shall be made available exclusively for reuse by the City of Denton. In accordance with Section 7 of this Agreement, Denton shall possess all title and ownership to the wastewater treated and discharged by the WWTP.

c. Within ten (10) calendar days after the Effective Date of this Agreement, City shall file with the TCEQ a formal withdrawal of all public comments and hearing requests previously filed by the City in the TCEQ proceeding on TPDES Permit No. WQ0016632001.

3. Agreement Appurtenant to Land. This Agreement is appurtenant to and runs with the land on which the WWTP is constructed and maintained ("WWTP Site") as shown as the Large Utility Tract in Exhibit "D". The Developer shall cause a fully executed copy of this Agreement to be recorded in the Denton County property records within ten (10) calendar days of the Effective Date thereby serving as constructive notice to all future assigns, purchasers, or transferees of the WWTP Site of its obligations to the City under this Agreement.

4. WWTP Design, Construction, and Access.

a. The WWTP shall be constructed in accordance with each WWTP Phase authorized by the Permit. The Developer shall design and construct the WWTP at the WWTP Site in compliance with the Permit, any additional approvals required from or issued by the TCEQ or any other governmental agencies having jurisdiction, the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the WWTP, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

b. The Developer shall design and construct the WWTP, and each of the WWTP Phases thereto, at its sole cost and expense, including any future expansions of the WWTP authorized by the Permit and required by demand for the service.

c. The Developer will consult the City as needed to ensure conformance with the City's specifications and shall design and construct the WWTP, and each of the WWTP Phases thereto, in a good and workmanlike manner, so the WWTP is fit for the intended purposes.

d. Final design standards and specifications for the WWTP, and each of the WWTP Phases thereto, will be subject to City review and written approval. The Developer agrees that Denton's engineers or other representatives may inspect and test the construction of the WWTP at any time to determine compliance with the City-

approved designs, plans, and specifications. Developer must notify the City in writing of the date upon which construction of each of the WWTP Phases is scheduled to commence, so the City may assign an inspector.

e. Developer shall dedicate the WWTP to the City on a phase-by-phase basis. Each WWTP Phase, and all appurtenant facilities and equipment, must be dedicated to the City without compensation by an appropriate legal instrument approved by the City Attorney. Dedication of the WWTP Phase shall occur upon:

- i. Proper completion of construction of a WWTP Phase;
- ii. Configuration of the WWTP Phase;
- iii. Construction of all appurtenant facilities and equipment;
- iv. Final inspection by the City; and
- v. The City's written approval of the WWTP Phase and all appurtenant facilities and equipment.

Thereafter, the WWTP Phase and all appurtenant facilities and equipment, excluding the WWTP Site, shall be solely owned, operated, and maintained by the City. Dedication of the WWTP Phases shall continue until all WWTP Phases are complete, and the City owns the complete WWTP. The Developer will continue to own the WWTP Site at all times, subject to the easements provided in this Agreement.

f. Prior to the City's acceptance of Interim I phase, the Developer shall grant all necessary easements to access, operate, and maintain the entire WWTP including, without limitation, all WWTP Phases and all related facilities and equipment. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **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.** All easements granted by Developer to the City shall be recorded in the Denton County property records and shall serve as "deed recorded easements" for purposes of TCEQ's management of the Permit, including transfer of the Permit from the Developer to the City under Section 1 of this Agreement.

5. Collection Facilities. Developer shall design, construct, and install all facilities necessary for the collection and transport of wastewater to the WWTP ("Collection Facilities").

Upon completion of construction, final inspection by the City, and the City's written approval and acceptance of the facilities, the Collection Facilities shall be dedicated to the City without compensation by an appropriate legal instrument approved by the City Attorney. The City shall thereafter operate such facilities in compliance with all applicable state and federal regulations, the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and all other applicable City rules or regulations.

a. The Developer shall design and construct the Collection Facilities in compliance with the Permit, any additional approvals required from or issued by the TCEQ or any other governmental agencies having jurisdiction, the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the facilities, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

b. Final design standards and specifications for the Collection Facilities will be subject to City review and written approval. The Developer agrees that Denton's engineers or other representatives may inspect and test the construction of the Collection Facilities at any time to determine compliance with the City-approved designs, plans, and specifications.

c. Prior to the City's acceptance of the Collection Facilities, the Developer shall grant all necessary easements to access, operate, and maintain the Collection Facilities. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **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**

6. WWTP and Collection System Operation and Maintenance. Upon transfer of the Permit to the City under Section 1, transfer of Interim I phase of the WWTP to the City under Section 4, and acceptance of Collection Facilities by the City, the City shall operate and maintain the WWTP in compliance with all applicable state and federal laws and TCEQ regulations including, but not limited to, those requiring the employment of a licensed plant operator with the necessary class designation. The City shall operate the WWTP to exclusively serve retail sewer

customers and connections within the Sundance Development. In addition to its operation and maintenance obligations, the City is responsible for billing and collecting any costs from users of its wastewater system, and the Developer will pay impact fees at the time of connection to the WWTP. Developer may recover impact fees through sales of residential and commercial units ultimately served by the WWTP.

7. Ownership of Wastewater, Permits and Regulatory Authorizations, and Liability.

a. The following definitions apply to this Agreement:

- i. "Wastewater" or "Effluent" means all water-carried or liquid waste products from whatever source derived that enter the Developer's Wastewater System for treatment and discharge pursuant to the terms of the Permit and state and federal law. The words "Wastewater" and "Effluent" are interchangeable.
- ii. "Denton's Wastewater System" means all facilities, structures, improvements, and other property of any nature whatsoever, now or hereafter owned by the Denton, in connection with diverting, pumping, collecting, storing, transporting, treating, and discharging wastewater.

b. Ownership and title to all Wastewater passes to the City upon discharge into Denton's Wastewater System. The Developer agrees it is solely responsible for the collection and discharge of Wastewater into Denton's Wastewater System and that liability for all damages arising from the transportation and discharge of all Wastewater into Denton's Wastewater System hereunder shall remain with the Developer.

c. The Developer will support and coordinate with the City in all its efforts to obtain permits and/or regulatory authorizations related to this Agreement from State and Federal agencies having jurisdiction including, without limitation, efforts by the City involving reuse and bed and banks permitting. The Developer agrees to provide the City with documents and information requested by the City as may be reasonably required by the City for such purposes. Developer hereby waives any objection or right of protest to the City's permitting and/or authorization applications for such purposes.

d. The Developer shall have no liability for the City's operation of Denton's Wastewater System or the City's design, construction, modification, maintenance, repair, operation, or use of such facilities. However, this limitation on liability shall not be construed to extend to liability in connection with matters involving the design or construction of the WWTP or the Collection Facilities.

8. Design and Construction of Developer Sewer Facilities.

a. The City will construct the Clear Creek Interceptor and any other facilities, as needed, to extend its wastewater collection system to an area near the Sundance Development, as depicted in Exhibit "B" (the "City's Sewer Facilities").

b. The Developer shall design and construct all facilities necessary to connect the Sundance Development to the City's Sewer Facilities, including the wastewater line from the Sundance Development to the City's Sewer Facilities ("Developer Sewer Facilities") at the proposed connection point depicted in Exhibit "B". The Developer will also obtain all easements needed for the Developer to construct and the City to access and maintain the Developer Sewer Facilities.

- i. If the City requires relocation of the proposed connection point more than one mile from the point depicted in Exhibit "B", the City shall reimburse the Developer for construction costs involving any additional Developer Sewer Facilities, provided that the facilities are deemed necessary by the City Engineer. The Developer shall promptly provide all information requested by the City regarding any additional Developer Sewer Facilities necessitated by relocation of the proposed connection point under this Section 8.b.
- ii. All Developer Sewer Facilities constructed by Developer in accordance with this Section 8 shall be constructed in compliance with all relevant and applicable requirements of the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations relating only to water and sewer utility facilities design, specifications, construction, and operations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of any facilities, the more restrictive and/or stringent of the conflicting portion(s) shall apply.
- iii. The City shall have the right to inspect and approve the design, construction, and alignment of the Developer Sewer Facilities, consistent with properties in the City's ETJ 1.
- iv. Except as otherwise provided in Section 8.b.i., all costs associated with the construction of the Developer Sewer Facilities including, but not limited to, easement acquisition costs are solely the responsibility of the Developer.
- v. Final design standards and specifications for the Developer Sewer Facilities will be subject to City review and written approval. The Developer agrees that Denton's engineers or

other representatives may inspect and test the construction of the Developer Sewer Facilities at any time to determine compliance with the City-approved designs, plans, and specifications.

vi. Prior to the City's acceptance of the Developer Sewer Facilities, the Developer shall grant all necessary easements to access, operate, and maintain the Developer Sewer Facilities. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **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.**

vii. Upon the City's written acceptance of the Developer Sewer Facilities and connection of the Developer Sewer Facilities to the City's Sewer Facilities, the Developer Sewer Facilities shall be dedicated to the City without compensation by an appropriate legal instrument approved by the City Attorney.

viii. The City will notify the Developer when it initiates construction of the City's Sewer Facilities. The Developer shall begin design of the Developer Sewer Facilities and acquisition of related easements within thirty (30) days of receipt of the City's notification. City shall notify Developer that it has completed construction of the City's Sewer Facilities within thirty (30) days of such completion.

9. Connection of the Developer Sewer Facilities to the City's Sewer Facilities. The Developer must notify the City in writing as soon as practicable when the Developer is ready to connect the Developer Sewer Facilities to the City's Sewer

Facilities. Within 30 days of connection of the Developer Sewer Facilities to the City's Sewer Facilities, the City will grant approval for completing the connection, provided that connection of the facilities meets the City's specifications and the Developer has complied with all the terms and conditions in Sections 8 and 9.

10. Failure to Connect. If the Developer fails to connect the Developer Sewer Facilities to the City's Sewer Facilities within 270 days of receipt of notice from the City that (i) it has completed construction of the City's Sewer Facilities and (ii) the facilities are capable of being connected to the Developer Sewer Facilities:

a. The City may, in its sole discretion, take any action necessary to construct the facilities needed to connect the Sundance Development to the City's Sewer Facilities including, without limitation, completing the connection between the City's Sewer Facilities and the Developer Sewer Facilities at the City's desired connection point;

b. The Developer must promptly reimburse the City for all costs associated with the City's construction of the facilities necessary to connect the Sundance Development to the City's Sewer Facilities including, without limitation, costs involving the acquisition of any easements and/or real property. The Developer will also, in accordance with the terms related to easement substance, form, warranty, and defense against adverse claims in Section 8, grant to the City any easements requested by the City to connect the Sundance Development to the City's Sewer Facilities;

c. At the City's request, and at its sole discretion, the Developer will decommission and remove the WWTP from the WWTP Site and the Sundance Development in accordance with all applicable state and federal laws and regulations.

i. If the WWTP has been dedicated to the City, then, at the City's request at its sole discretion, the Developer will either (I) remove and relocate the WWTP from the WWTP Site to a City approved location or (II) remove the WWTP from the WWTP Site and dispose of it in accordance with all applicable state and federal laws and regulations. Removal, relocation, and delivery or disposal of the WWTP shall be performed at the Developer's sole expense; or

ii. If the WWTP has not been dedicated to the City, then, upon request by the City at its sole discretion, the Developer will do so without compensation and by appropriate instrument

approved by the City Attorney. Then, the Developer will remove and relocate the WWTP from the WWTP Site to a City approved location, at the Developer's sole expense. If the City declines to accept the WWTP, the Developer will remove the WWTP from the site and dispose of the WWTP in accordance with all applicable federal and state laws and regulations at the Developer's sole expense; and

- d. If the Developer still possesses the Permit, it will ensure the Permit is terminated by TCEQ within one (1) year of the City's connection of the Developer Sewer Facilities to the City's Sewer Facilities.

11. Decommission and Removal of the WWTP.

a. The City shall cease operation of the WWTP within two hundred seventy (270) days after the Developer completes its connection of the Developer Sewer Facilities to the City's Sewer Facilities. The Developer shall then decommission and remove the WWTP from the WWTP Site and the Sundance Development in accordance with all applicable state and federal laws and regulations. The City shall retain ownership of the WWTP and all property used to operate and maintain the WWTP, except the WWTP Site which shall remain the property of Developer, subject the easements provided in this Agreement.

b. The Developer shall be responsible for all costs associated with removal of the WWTP from the WWTP Site and relocation or disposal under this Section.

c. Upon removal of the WWTP from the WWTP Site, the developer shall, at the City's option and at its sole discretion, either (I) relocate the WWTP to a location of the City's choice or (II) dispose of the WWTP in accordance with all applicable state and federal laws and regulations.

d. The City will terminate the Permit with TCEQ within one (1) year after the City's Sewer Facilities begin receiving wastewater flows from the Developer Sewer Facilities.

e. Within ten (10) days following the WWTP being fully decommissioned in compliance with state and federal laws and no longer capable of collecting, treating, or disposing of domestic wastewater from the Sundance Development, the Developer shall certify such decommission in writing to the City. Upon the City's receipt of the Developer's written certification of decommission, the City's access easements required in Section 4 of this Agreement shall

expire and all rights of the City to access and use of the WWTP Site shall terminate, except for those required for the continued operation of Denton's Wastewater System.

f. Any disposal of the WWTP under this Agreement, if applicable, shall be done at a disposal site or sites of the City's selection. The Developer shall provide the City with all documentation confirming transport and disposal of the WWTP.

12. The City Water Line.

a. The Developer shall construct a sixteen-inch (16") water line, in accordance with Exhibit "C" (the "City Water Line"). The City Water Line must be, at a minimum, capable of serving the 2,000 Single Family Equivalents ("SFEs") needed by the Developer. The Developer agrees the City Water Line is roughly proportional to the benefits received and burdens imposed by the Sundance Development.

i. All facilities constructed by the Developer in accordance with this Section 12 shall be constructed in compliance with the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and any other applicable City rules or regulations. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of any facilities, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

ii. All costs related to construction of the City Water Line and acquisition of any easements or rights-of-way thereto shall be the sole responsibility of the Developer.

iii. The City shall have the right to inspect and approve design, alignment, and construction of the City Water Line. Final design standards and specifications for the City Water Line will be subject to City review and written approval which shall be provided or rejected with comments within 30 days of any submission by the Developer. The Developer agrees that Denton's engineers or other representatives may inspect and test the construction of the City Water Line at any time to determine compliance with the City-approved designs, plans, and specifications. Developer must notify the City in writing of the date upon which construction is scheduled to commence so the City may assign an inspector.

- b. Upon proper completion of construction of the City Water Line and all appurtenant facilities and equipment, the Developer will provide written notice to the City for final inspection of the City Water Line (“Developer’s Notice”). Upon the City’s approval and acceptance of the City Water Line, the Developer shall dedicate the City Water Line and all appurtenant facilities and equipment to the City without compensation. Developer’s dedication of the City Water Line and appurtenant facilities and equipment shall be by an appropriate legal instrument approved by the City Attorney. Thereafter, the City Water Line and all appurtenant facilities and equipment shall be solely owned by the City, and all easements and rights-of-way obtained by the Developer shall be assigned to the City, in accordance with the terms of this Agreement.

- c. Prior to the City’s acceptance of the City Water Line, the Developer shall grant all necessary easements to access, operate, and maintain the City Water Line. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **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.**

- d. The final location of the City Water Line shall be substantially similar to the location described and illustrated in Exhibit “C” attached to this Agreement.

- e. The Parties agree the City of Denton retains exclusive ownership of capacity in all the facilities under its ownership and control. The City will reserve capacity in the City Water Line to serve the Sundance Development, subject to the terms and conditions of this Agreement.
 - i. The Parties acknowledge that the first phase of the Sundance Development will require volumes of water sufficient to serve 500

SFEs. Future phases of the Sundance Development will require up to 1500 additional SFEs. The City acknowledges that the Developer has not yet designed the final locations and configurations of the proposed improvements within the Development Area, but the final design shall not exceed 2,000 total SFEs to be served by the City under this Agreement, and all improvements shall be on land within the Development Area.

- ii. Upon the Developer's completion of construction of the City Water Line, indicated by the City's issuance of a letter of acceptance to the Developer after final inspections by City's Public Works Department, the City will reserve capacity in the City Water Line sufficient to serve 2000 SFEs within the Sundance Development at the flow rate required by TCEQ, as amended (the "Reserved Capacity").
- iii. The Developer acknowledges and agrees that the capacity reservation provided by this Agreement runs with the land and shall be an appurtenance to all land included in the Sundance Development. Developer acknowledges that recordation of this Agreement in the real property records of Denton County within ten calendar (10) days of the Effective Date of this Agreement is required; otherwise, the Developer will not be entitled to the Reserved Capacity provided herein and the reservation will expire. The Developer shall record this Agreement and provide a recorded copy to the City's Director of Development Services within the earlier of ten (10) days of the Effective Date of this Agreement or before any transfer of property owned by Developer within the Sundance Development or any of the SFEs, whichever is sooner.
- iv. The Reserved Capacity may not be assigned except for successors in interest to all or portions of the property owned by the Developer within the Sundance Development. Developer must provide notice to the City indicating how much of the Reserved Capacity is being assigned ("Capacity Request"). The Capacity Request shall be reviewed and approved in writing by the City, which approval shall not be unreasonably withheld or denied. SFEs may not be divided or partially assigned.
- v. **THE DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF DENTON FROM ANY AND ALL CLAIMS OF THIRD PARTIES ARISING OUT OF THE DEVELOPER'S TRANSFER OR ASSIGNMENT OF RESERVED CAPACITY UNDER THIS**

AGREEMENT TO THE DEVELOPER'S SUBSEQUENT PURCHASERS, SUCCESSORS, AND ASSIGNS.

vi. The Reserved Capacity provided by this Agreement shall expire five (5) years from the Effective Date or upon termination of this Agreement. The Developer shall have the option to extend the City's capacity reservation obligation under this Agreement for an additional period of no more than five (5) years ("Reservation Extension"). To obtain a Reservation Extension, the Developer must submit a written extension notification to the City prior to expiration of the reservation. The Reservation Extension will begin upon the City's receipt of the notification. The Developer shall only be entitled to two (2) Reservation Extensions.

13. Impact Fees. Impacts fees are due under this Agreement in accordance with the City's Impact Fee Ordinance, as amended. The Parties agree that the City Water Line is not eligible to receive impact fee credits. Impact fee credits, if any, provided under this Agreement are subject to applicable City ordinances, rules, policies, and procedures, each as amended.

14. Term. This Agreement commences on the Effective Date and expires, unless otherwise terminated, upon removal of the WWTP from the WWTP Site and the completion of all other obligations for construction of facilities and payments by the Parties.

15. Development Contracts and Bonds Required. For all water and wastewater facilities constructed by Developer under this Agreement:

- a. Developer and any contractor performing construction shall execute a Development Contract for Public Improvements with the City using the contract form approved by the Denton City Council; and
- b. Developer, or any contractor performing construction, shall obtain and tender payment, performance, and maintenance bonds in the full amount of the construction cost. The maintenance bonds shall be for a term of two years from the date of the City's final acceptance of the water and/or wastewater facilities by the City and guarantee the work and materials of the facilities to be free from defects or need for repair. All bonds shall name the City as an obligee with a surety acceptable to the City. The bond forms must be those approved by the Denton City Council for a Development Contract for Public Improvements.

16. Assignment. This Agreement shall not be assigned by the City. The Developer may assign this Agreement, in whole or in part, to a subsequent landowner or developer. Developer may only assign this agreement, in whole or in part, upon written notice thereof to the City, with

the City Manager or their designee's written consent, and upon such assignee's agreement to be bound by the terms of this Agreement.

17. Termination.

- a. Breach and Non-Appropriation. The City, at the City's option and without prejudice to any other remedy City may be entitled to at law, in equity, or elsewhere under this Agreement, may terminate this Agreement in whole or in part for breach that is not cured in compliance with Section 33 or for non-appropriation under Section 37.
- b. Deadline. Notwithstanding any other provision of this Agreement, this Agreement shall terminate if after ten (10) years from the Effective Date any of the following conditions exist:
 - i. The Developer fails to construct the WWTP or the Collection Facilities and dedicate them to the City;
 - ii. The Developer fails to construct the Developer Sewer Facilities, dedicate the Developer Sewer Facilities to the City, or connect the Developer Sewer Facilities to the City's Sewer Facilities; or
 - iii. The Developer fails to construct the City Water Line and dedicate it to the City.
- c. Capacity Deadline. Notwithstanding any other provision of this Agreement, the Reserved Capacity shall terminate if dedication of the City Water Line to the City has not occurred within ten (10) years of the Effective Date.
- d. Dedication of Facilities After the Deadline. In the event this Agreement is terminated under Section 17.b., the City Water Line, including any portions partially constructed, shall nevertheless be dedicated to the City by the Developer without compensation by an appropriate legal instrument approved by the City Attorney, along with any associated easements and rights of way.

18. Addresses and Notice. Unless otherwise provided herein, any notice, notification, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail, registered or certified, and addressed to the party to be notified, with return receipt requested. Notice deposited in the mail in the manner described above shall be conclusively

deemed to be effective upon receipt, unless otherwise stated herein. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Denton, to:

City Manager
City of Denton
215 E McKinney Street
Denton, Texas 76201

If to the Developer to:

L. Michael Hersom
15 Paradise Plaza
PMB 377
Sarasota, FL 34239

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' prior written notice to the other parties hereto.

19. Nonwaiver and Remedies.

- a. A Party's right in the future to demand strict compliance and performance under this Agreement is not diminished because, whether through decision or oversight, that Party has not enforced a provision of this Agreement or has not enforced breach or nonperformance in the past, whether periodically or for long duration. Also, a Party's right in the future to demand strict compliance and performance with this Agreement is not diminished because, whether through decision or oversight, the other Party has not enforced the same or a similar provision of this Agreement or does not enforce the same or a similar breach or nonperformance, whether periodically or for long duration. To the extent a right or benefit in this Agreement is expressly waived in writing by a Party, such waiver will not be applied other than strictly in accordance with the conditions expressed in such express written waiver and will not be implied to be continuing in nature.
- b. Except to the extent expressly provided otherwise, all remedies existing at law or in equity may be availed of by the City and shall be cumulative including, without limitation, specific performance,

and the City shall be entitled to any reasonable attorney's fees, costs, or other expenses incurred in bringing or defending any action, as may be awarded by a tribunal of competent jurisdiction.

20. Force Majeure.

- a. In the event any Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, shall be suspended during the continuance of the inability provided however, that due diligence is exercised to resume performance at the earliest practical time.
- b. As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the Force Majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the Force Majeure condition(s), and shall provide written notice at the time that the Force Majeure conditions have ceased. The cause, as far as possible, shall be remedied with all reasonable diligence.
- c. The term "Force Majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, epidemic, pandemic, and any other incapacities of either Party to be able to perform, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care.

21. INDEMNIFICATION. THE DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD DENTON, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY LIABILITY IN CLAIMS, ADMINISTRATIVE PROCEEDINGS OR LAWSUITS FOR JUDGMENTS, PENALTIES, FINES, COSTS, EXPENSES AND ATTORNEY'S FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, OR FOR VIOLATIONS OF STATE OR

FEDERAL LAWS OR REGULATIONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY: A BREACH OF THIS AGREEMENT BY THE DEVELOPER; (B) THE NEGLIGENT ACT OR OMISSION OF THE DEVELOPER, ITS DIRECTORS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT OR IN THE DEVELOPER'S OPERATIONS; OR (C) THE CONDUCT OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS THAT CONSTITUTES A VIOLATION OF STATE OR FEDERAL LAWS OR REGULATIONS OR OF PERMIT PROVISIONS. HOWEVER, THE INDEMNITY STATED ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING EXCLUSIVELY FROM THE SOLE NEGLIGENCE OF DENTON, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS.

22. Entire Agreement. This Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein.

23. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other Party of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein. The Parties agree that they have equally participated in the drafting of this Agreement with the assistance of legal counsel and that neither Party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

24. Captions. The captions of the various sections and paragraphs herein are intended for convenience or reference only and shall not define or limit any of the terms or provisions hereof.

25. Venue. Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Denton County, Texas.

26. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Denton County, Texas.

27. Governmental Immunity Not Waived. Denton does not waive, nor shall it be deemed hereby to waive, any immunity or defense that would otherwise be available against claims made or arising from any act or omission resulting from the Agreement.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

29. Amendment. No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the City and the Developer respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

30. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the Developer. Neither the City nor the Developer intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the Developer.

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

- Exhibit "A"- Development Area Map and Description
- Exhibit "B" - City's Sewer Facilities
- Exhibit "C" - City Water Line
- Exhibit "D" - Wastewater Treatment Plant Site

32. Survival of Certain Rights and Obligations. Notwithstanding any provision of this Agreement to the contrary and without limitation of any other provisions of this Agreement that specify survival of rights and obligations, all rights and obligations of the Parties under this Agreement which by their nature are intended to survive shall survive.

33. Breach. If a Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have sixty (60) days to cure the breach. If the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party shall have all rights and remedies at law and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith. However, this Agreement may only be terminated due to breach as stated in Section 17 of this Agreement.

34. Counterparts. This Agreement may be executed in multiple counterparts, which when taken together shall be deemed to be an original.

35. Necessary Documents and Actions. Each Party agrees to execute and deliver all other and further instruments and undertake actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

36. Authority. By execution of this Agreement on its behalf, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by its governing body. The Parties represent and warrant that their respective signatories to this Agreement have corporate or organizational authority to execute this Agreement.
37. Non-Appropriation. Notwithstanding any provisions contained herein, the obligations of the City under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. The Developer shall not have a right of action against the City in the event the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. If the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the City, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice at the earliest possible time prior to the end of its fiscal year.
38. Relationship of the Parties And No Grant of Equity or Ownership. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. The Developer shall be an independent contractor pursuant to this Agreement. Developer does not have any express or implied right or authority to assume or create any obligations on behalf of the City or to bind the City to any contract, agreement, or undertaking with any third party. Neither this Agreement, nor any acts of the Parties hereunder, nor any payments, may be interpreted or construed as granting or otherwise vesting in the Developer any right, title, interest, or equity in the Denton's Wastewater System, or any element thereof.
39. Incorporation. The recitals in the preamble above are hereby incorporated in their entirety as if fully set out herein.
40. Developer Certifications.
- a. Pursuant to Section 2270.002 of the 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 this Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001 of the 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 of the Texas Government Code as a company

known to have contracts with or to 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 of the Texas Government Code.

- c. Developer acknowledges that, in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer’s signature provides written verification to the City that Developer (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- d. Developer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer’s signature provides written verification to the City that Developer (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- e. The City of Denton may terminate this Agreement immediately without any further liability if the City of Denton determines, in its sole judgment, that this Agreement meets the requirements under Chapter 2275 of the Texas Government Code and Developer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or any other designated country; (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or any other designated country; or (iii) is headquartered in China, Iran, North Korea, Russia, or any other designated country.

---SIGNATURE PAGES TO FOLLOW---

CITY OF DENTON

**ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY**

By: _____

CASSEY OGDEN, INTERIM CITY MANAGER

By: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2026 by Cassey Ogden ,
Interim City Manager of the City of Denton, Texas on behalf of said city.

Notary Public, State of Texas

**APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY**

By: _____

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

SIGNATURE

PRINTED NAME

TITLE

DEPARTMENT

636 Denton Dev Company, LLC

By: [Signature]

Name: Devon S. Rushnell

Title: Vice President

Date: May ^{26th} ~~22~~, 2026

STATE OF FLORIDA §
 §
COUNTY OF Hernando §

This instrument was acknowledged before me on May ^{26th} ~~22~~, 2026 by Devon S. Rushnell, Vice President of 636 Denton Dev Company, LLC.



[Signature]
Notary Public, State of Florida

Exhibit A- Property

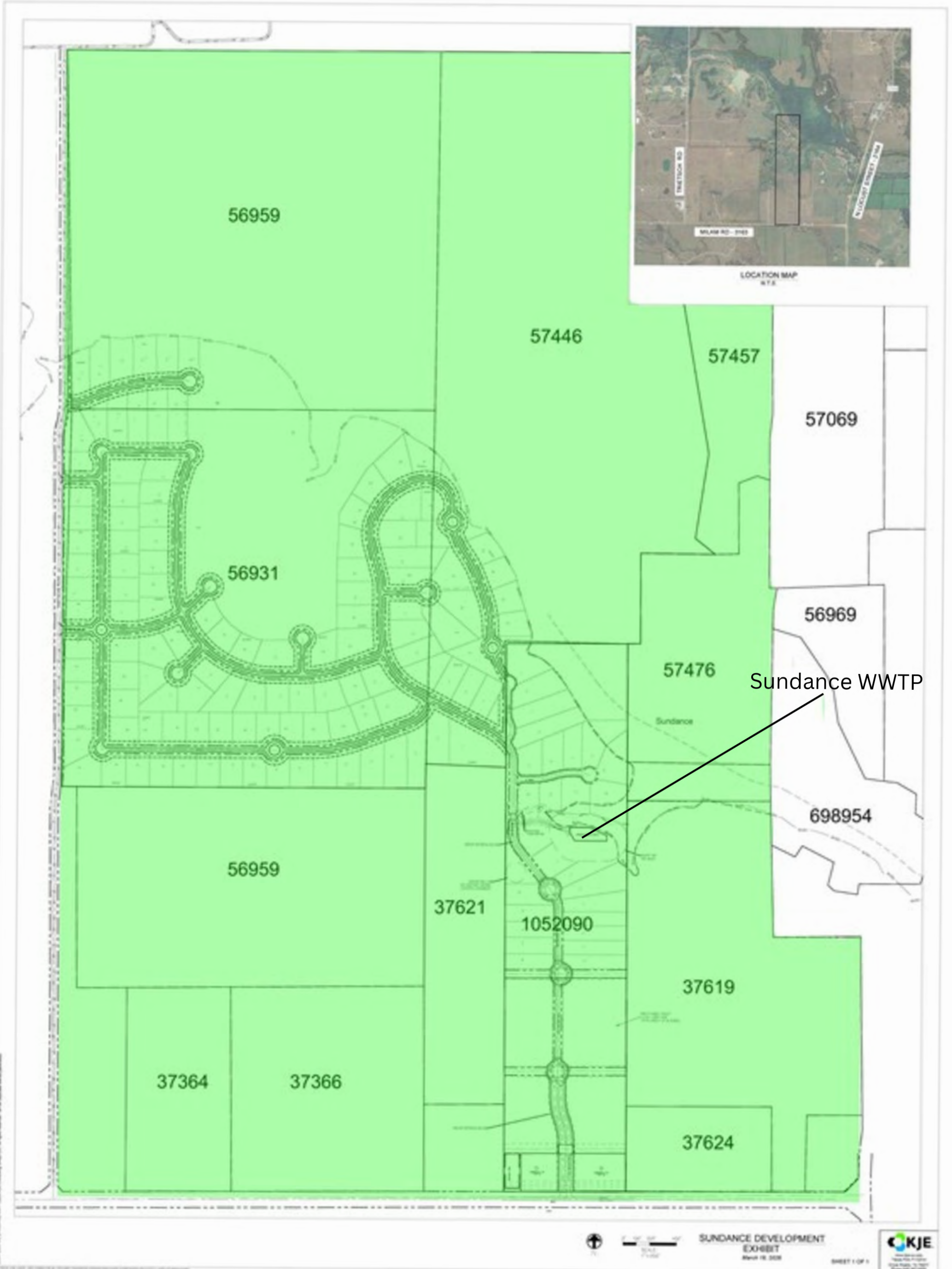
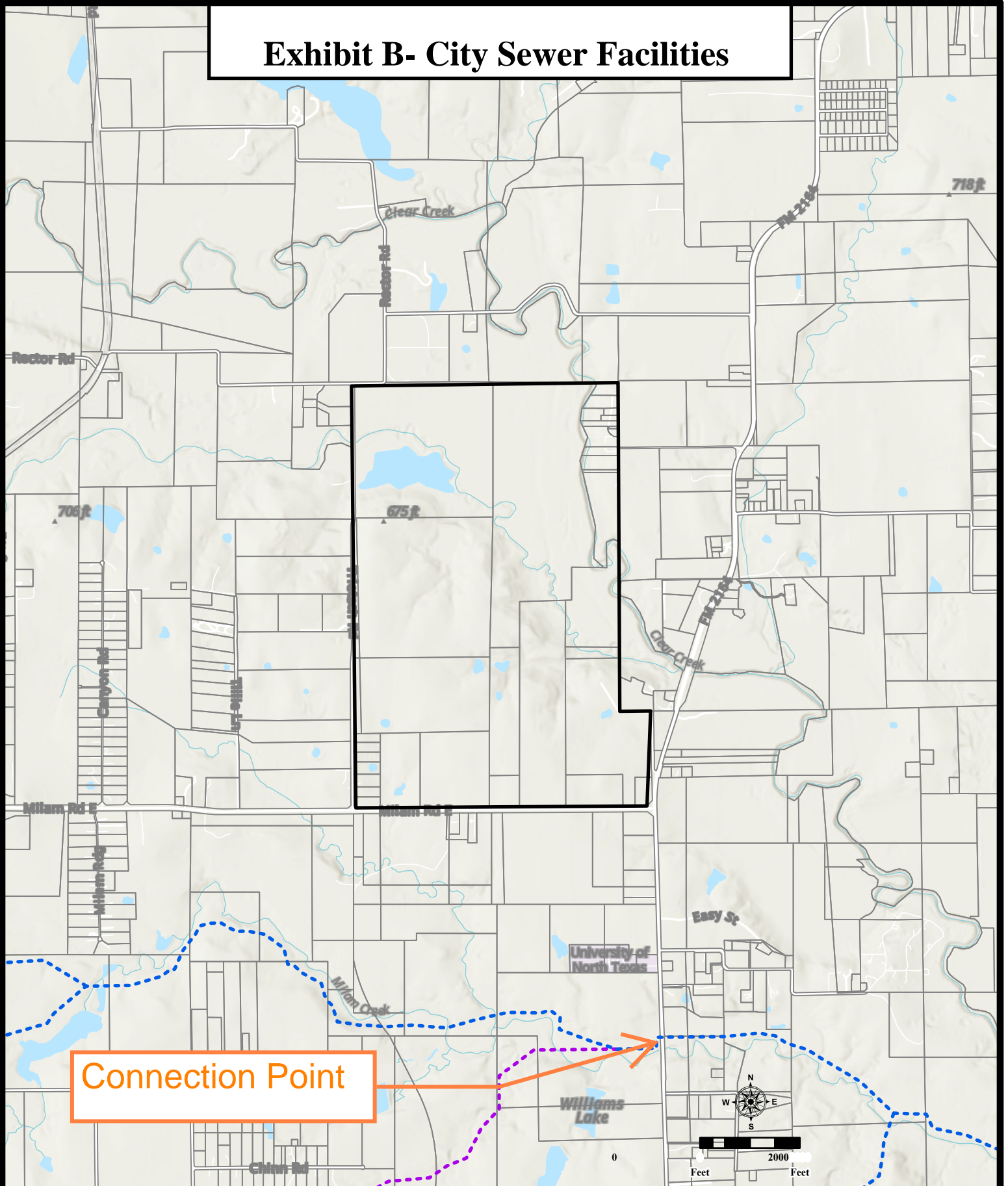


Exhibit B- City Sewer Facilities



Legend

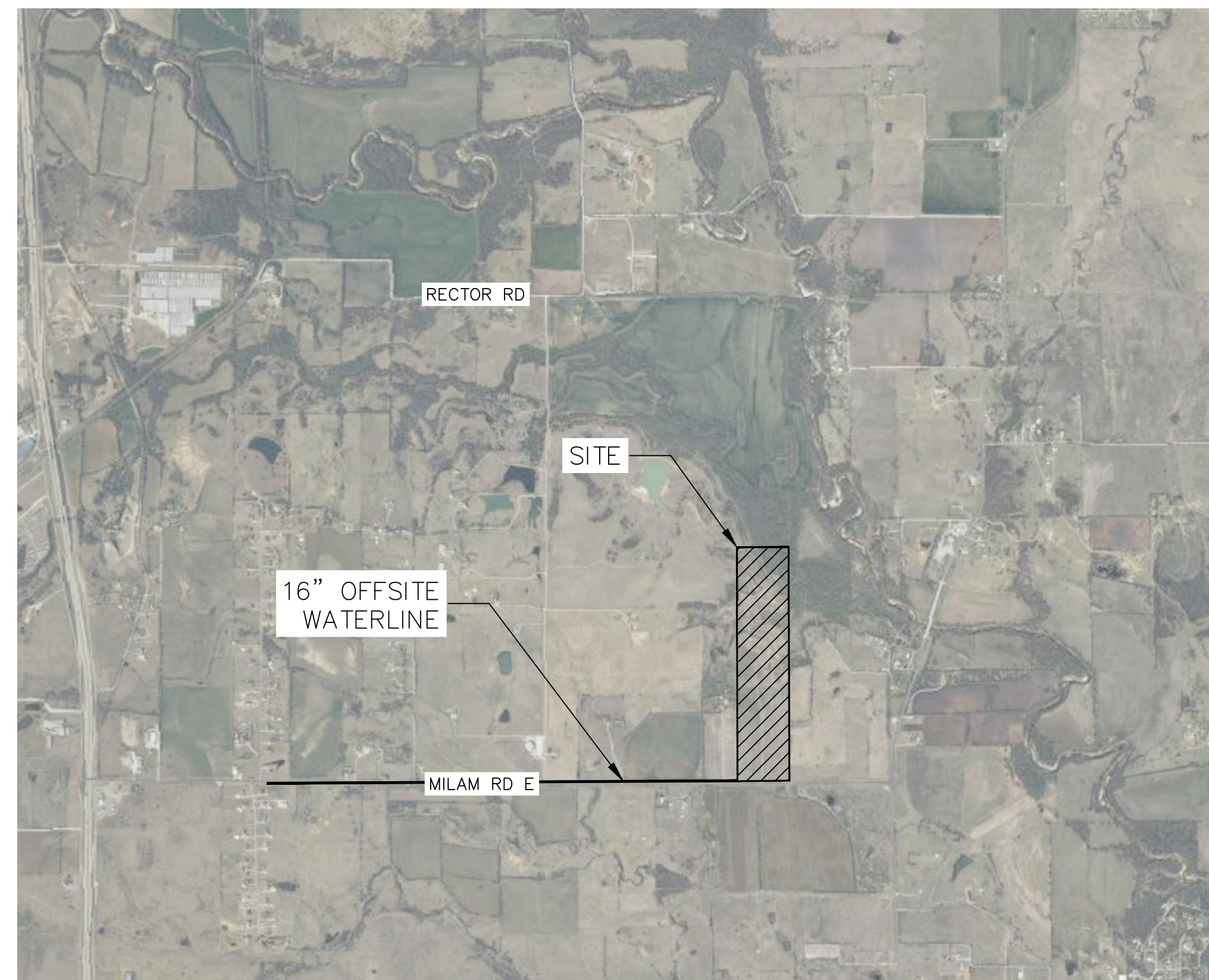
- - - City Sewer Facilities
- Sundance Development

*Spatial Reference: NAD 1983 StatePlane Texas
 North Central FIPS 4202 Feet
 Author: - 2930105
 Date: 5/26/2026 9:46 AM
 This information is solely for general reference and is not to be relied upon for legal, engineering, or surveying purposes. It does not replace an on-site survey and provides only an approximate location of property boundaries. While every effort has been made to ensure accuracy, no guarantee is implied. The use of this map indicates acknowledgment that the data may not be entirely accurate.*



636 DENTON DEV. COMPANY, LLC SUNDANCE WATER PLAN

DENTON COUNTY, TEXAS
JUNE 2026



VICINITY MAP
SCALE: 1" = 2,000'
N

ENGINEER

KEVIN J. WARE
500 MOSELEY ROAD
CROSS ROADS, TX 76227
PHONE: 940-387-0805
FAX: 940-387-0830
EMAIL: kware@kje-us.com
(TBPE F-12214)

DEVELOPER

636 DENTON DEV COMPANY LLC
LOGAN BREEN
1491 2ND ST STE B
SARASOTA, FL, 34236
PHONE: 941-928-7297
EMAIL: LOGANCB0522@GMAIL.COM

SHEET INDEX	
ON-SITE CONSTRUCTION	
C-01	COVER SHEET
C-02	OVERALL OFFSITE WATER PLAN
C-03	OFFSITE WATER PLAN I
C-04	OFFSITE WATER PLAN II
C-05	OFFSITE WATER PLAN III
C-06	OFFSITE WATER PLAN IV
C-07	OFFSITE WATER PLAN V
C-08	OFFSITE WATER PLAN VI
C-09	OFFSITE WATER PLAN VII
C-10	OFFSITE WATER PLAN VIII
C-11	OFFSITE WATER PLAN IX
C-12	OFFSITE WATER PLAN X

NO.	REVISION	DESCRIPTION	DATE

CONSULTANT: SEAL:
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN WARE (TEXAS P.E. NO. 136599). ON 11/13/2023. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

KJE 500 Moseley Road
Cross Roads, Texas 76227
Phone (940) 387-0805
Fax (940) 387-0830
(TBPE # F-12214)

COVER SHEET

**636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS**

DATE:	06/01/2026	SHEET:	C-01
DRAWN BY:	MH		
CHECKED BY:	SG		
PROJECT #:	220629		

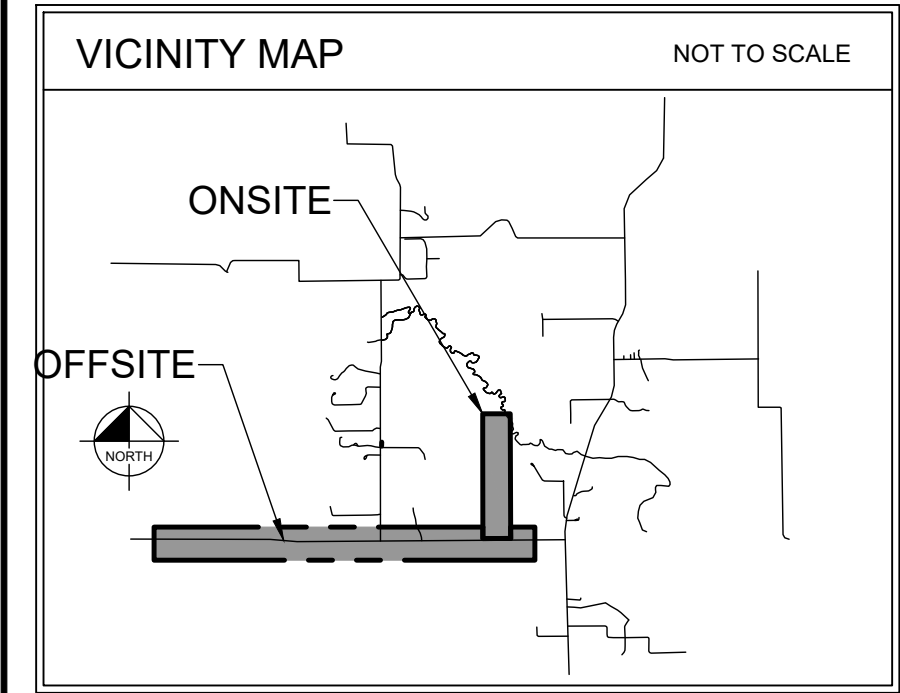
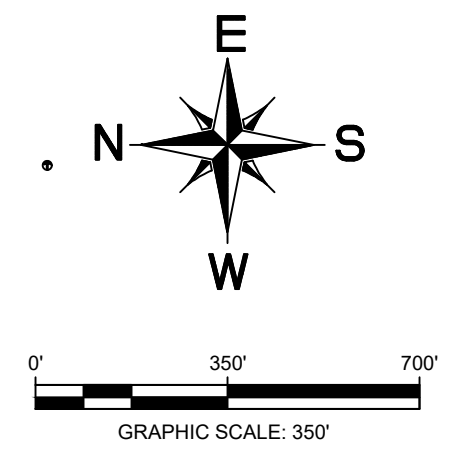
Note: This is a draft water line design for illustration purposes and the design has not been reviewed or approved by the City of Denton.

FILE: S:\Shared\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\01_COVER SHEET.dwg DATE: 6/1/2026
PLOT: 6/1/2026 5:37 PM

FILE: S:\Shared\KJE Projects\2022\220629_636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026
 PLOT: 6/1/2026 6:04 PM

WATER GENERAL NOTES

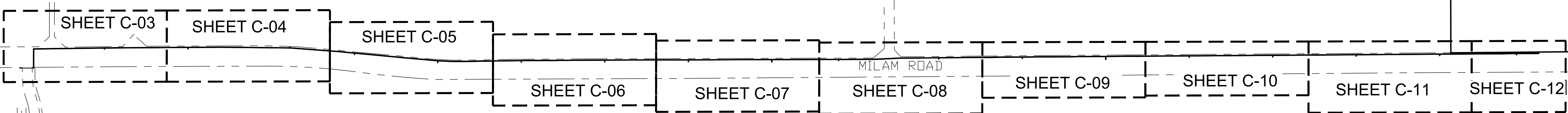
1. FIRE HYDRANTS, VALVES, FITTINGS, ETC. SHOWN AS A GRAPHICAL REPRESENTATION ONLY. CONTRACTOR TO LOCATE AND CONSTRUCT THESE IMPROVEMENTS BASED ON THE CURRENT CITY/JURISDICTIONAL DESIGN STANDARDS AND DETAILS. CONTRACTOR TO NOTIFY ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED PRIOR TO BEGINNING CONSTRUCTION.
2. WATER AND SANITARY SEWER SEPARATION (VERTICAL AND HORIZONTAL) SHALL BE MAINTAINED IN ACCORDANCE WITH TCEQ REQUIREMENTS.
3. CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. FIRE HYDRANT ASSEMBLY INCLUDES ALL FITTINGS, TEES AND VALVES.
5. ALL FIRE HYDRANTS TO BE LOCATED AT PCCRS OR LOT LINES.
6. ALL OFFSITE WATERLINES ARE 16".
7. ALL WATER LINE CURVES ARE CONCENTRIC AND PARALLEL TO THE STREET CENTERLINES UNLESS OTHERWISE NOTED.
8. ALL GATE VALVES AND WATER METERS SHALL BE PLACED CLEAR OF BARRIER-FREE RAMPS.
9. ADJUSTED SERVICES DUE TO CONFLICTS (I.E. MANHOLES, INLETS, TRENCH CONFLICTS OR NON-STANDARD PLACEMENT) = ★
10. MAINTENANCE BONDS IN THE AMOUNT OF 110% OF THE TOTAL CONSTRUCTION COST FOR A PERIOD OF 2 YEARS WILL BE REQUIRED FOR THE WATER AND SANITARY SEWER INFRASTRUCTURE.



SITE
PROPERTY
BOUNDARY

TREITSCH ROAD

MILAM ROAD



!!WARNING!!

EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

NO.	REVISION	DESCRIPTION	DATE

CONSULTANT:
 THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN WARE (TEXAS P.E. NO. 136599), ON 11/13/2023. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

SEAL:

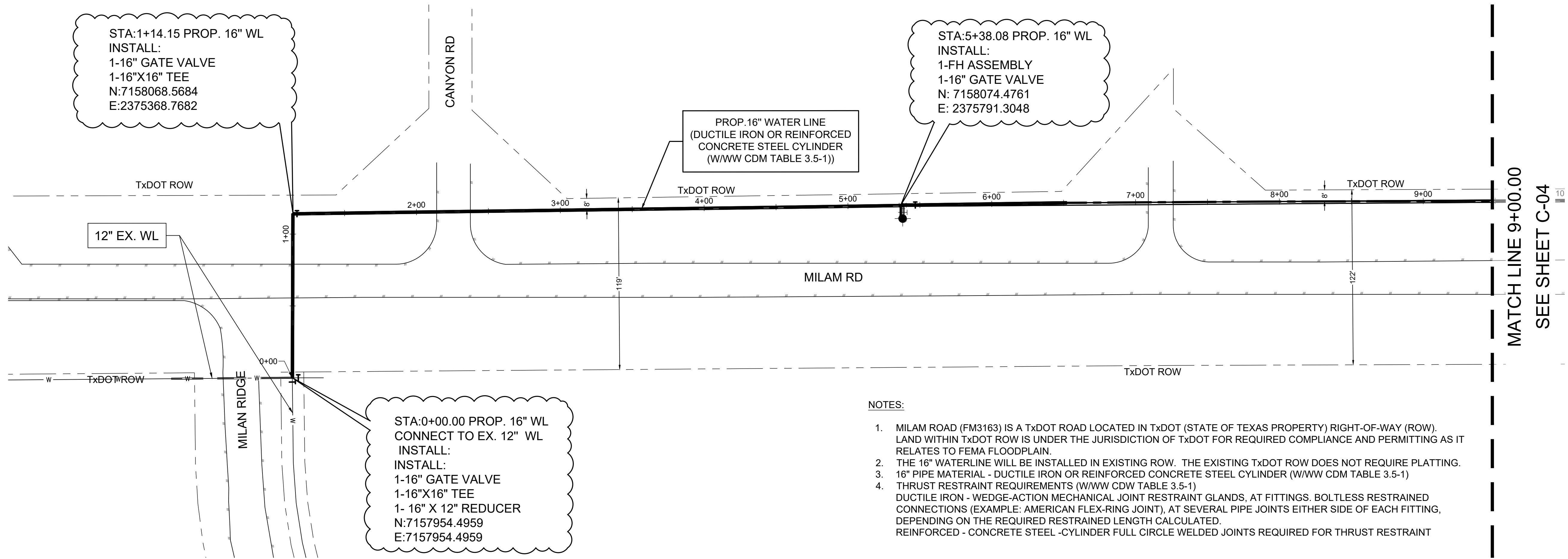
KJE
 500 Moseley Road
 Cross Roads, Texas 76227
 Phone (940) 387-0805
 Fax (940) 387-0830
 (TBPE # F-12214)

OVERALL OFFSITE WATER PLAN

**636 DENTON DEVELOPMENT CO.
 SUNDANCE RANCH
 DENTON, TEXAS**

DATE:	06/01/2026	SHEET:	C-02
DRAWN BY:	MH		
CHECKED BY:	SG		
PROJECT #:	220629		

FILE: S:\Shored\KJE Projects\2022\220629 636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026 PLOT: 6/1/2026 6:05 PM



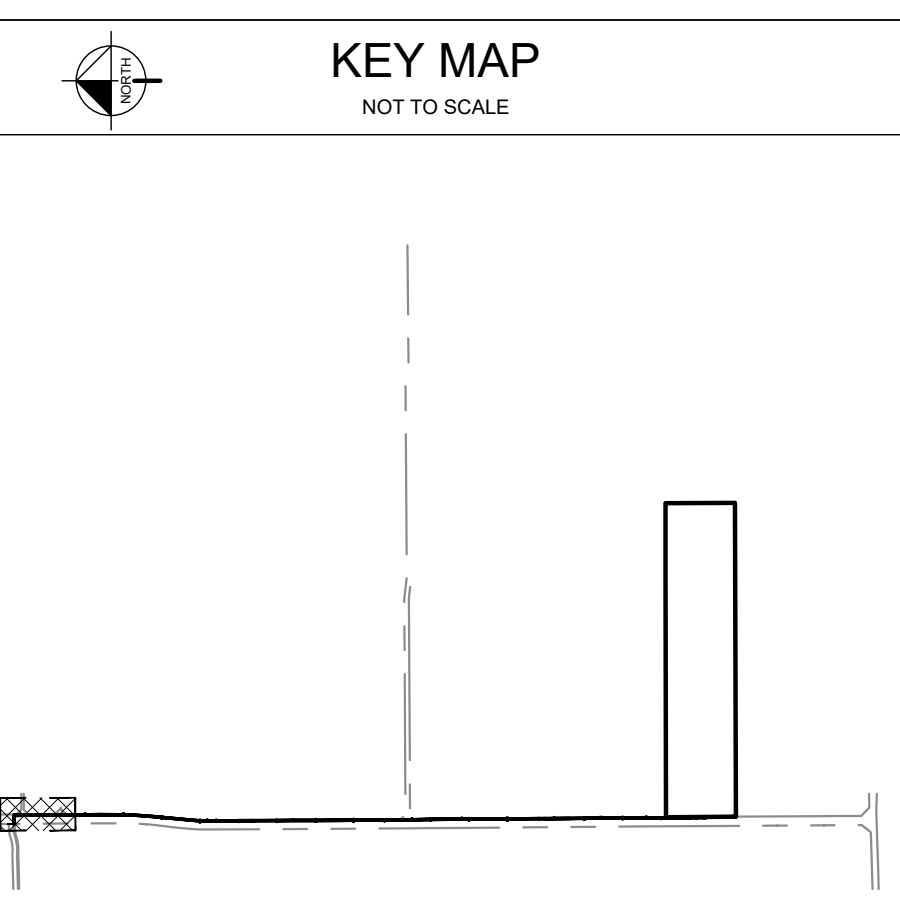
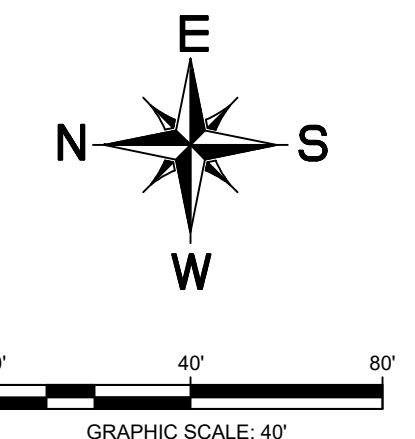
STA:0+00.00 PROP. 16" WL
CONNECT TO EX. 12" WL
INSTALL:
1-16" GATE VALVE
1-16"X16" TEE
1- 16" X 12" REDUCER
N:7157954.4959
E:7157954.4959

STA:5+38.08 PROP. 16" WL
INSTALL:
1-FH ASSEMBLY
1-16" GATE VALVE
N: 7158074.4761
E: 2375791.3048

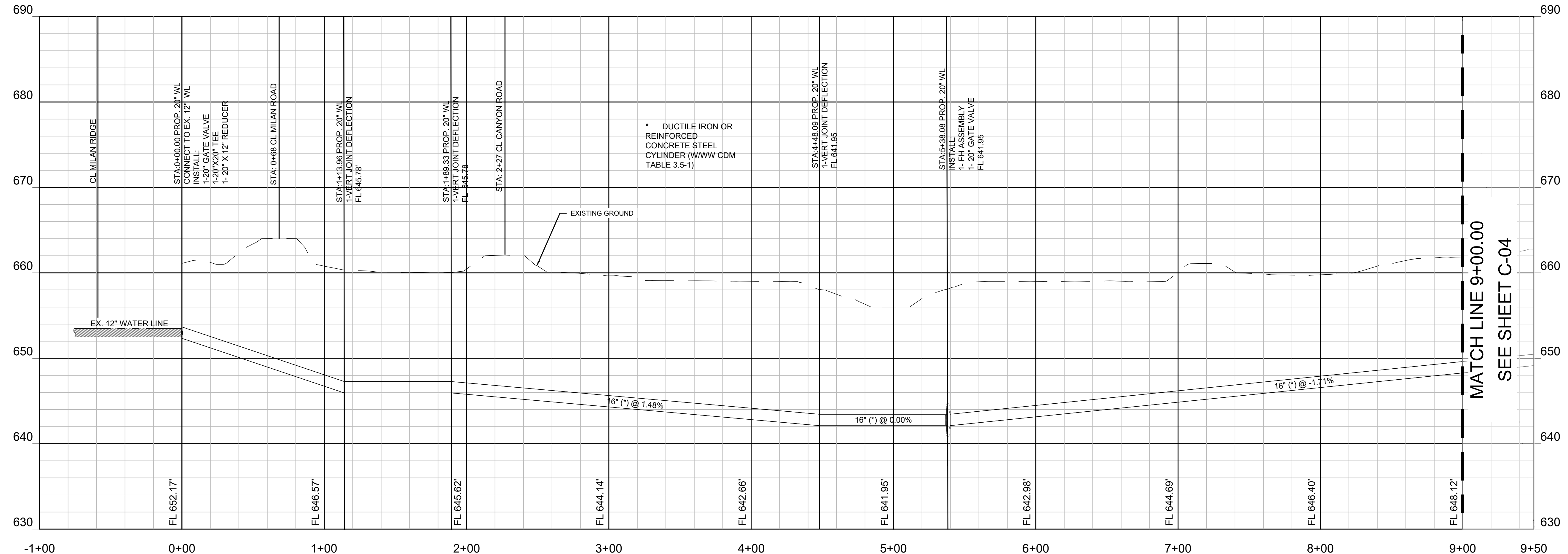
PROP.16" WATER LINE
(DUCTILE IRON OR REINFORCED
CONCRETE STEEL CYLINDER
(WWW CDM TABLE 3.5-1))

- NOTES:
- MILAM ROAD (FM3163) IS A TxDOT ROAD LOCATED IN TxDOT (STATE OF TEXAS PROPERTY) RIGHT-OF-WAY (ROW). LAND WITHIN TxDOT ROW IS UNDER THE JURISDICTION OF TxDOT FOR REQUIRED COMPLIANCE AND PERMITTING AS IT RELATES TO FEMA FLOODPLAIN.
 - THE 16" WATERLINE WILL BE INSTALLED IN EXISTING ROW. THE EXISTING TxDOT ROW DOES NOT REQUIRE PLATTING.
 - 16" PIPE MATERIAL - DUCTILE IRON OR REINFORCED CONCRETE STEEL CYLINDER (WWW CDM TABLE 3.5-1)
 - THRUST RESTRAINT REQUIREMENTS (WWW CDW TABLE 3.5-1)
DUCTILE IRON - WEDGE-ACTION MECHANICAL JOINT RESTRAINT GLANDS, AT FITTINGS. BOLTLESS RESTRAINED CONNECTIONS (EXAMPLE: AMERICAN FLEX-RING JOINT), AT SEVERAL PIPE JOINTS EITHER SIDE OF EACH FITTING, DEPENDING ON THE REQUIRED RESTRAINED LENGTH CALCULATED.
REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER



SCALE
VERT: 1" = 4'
HORIZ: 1" = 40'



!!WARNING!!
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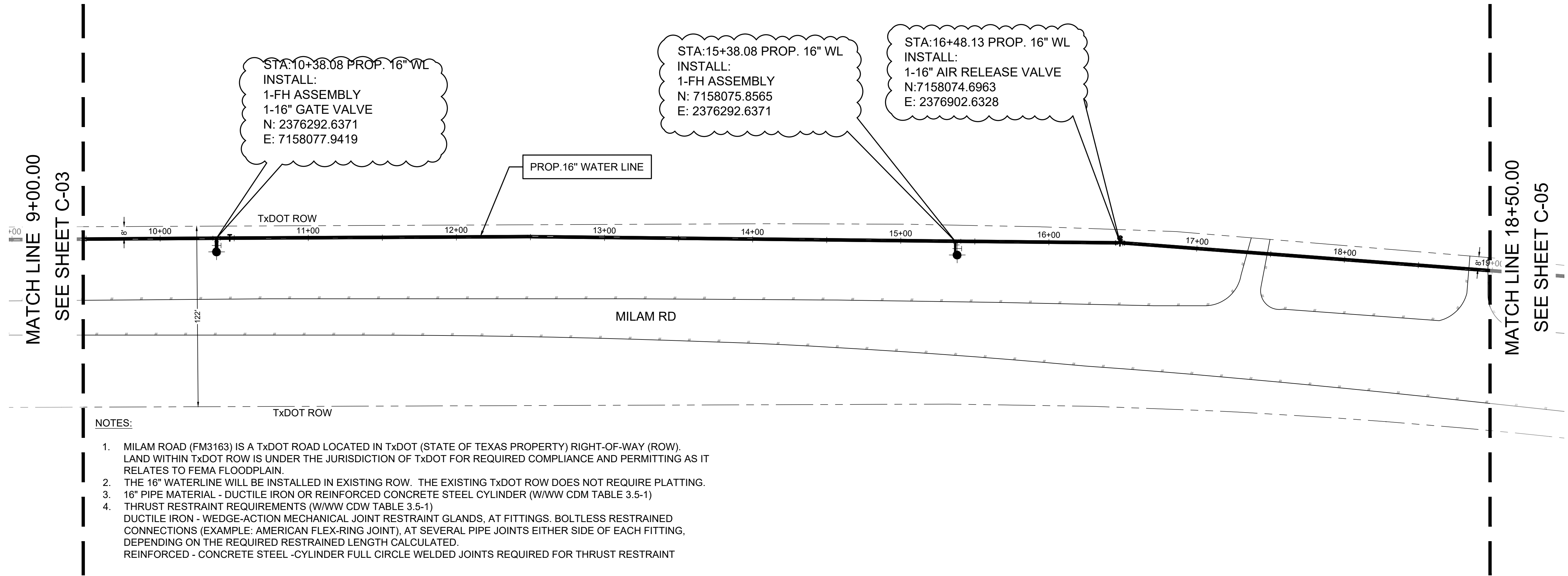
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CONSULTANT:			
SEAL:			
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OKJE
500 Moseley Road
Cross Roads, Texas 76227
Phone (940) 387-0805
Fax (940) 387-0830
(TBPE # F-12214)

OFFSITE WATER PLAN I
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

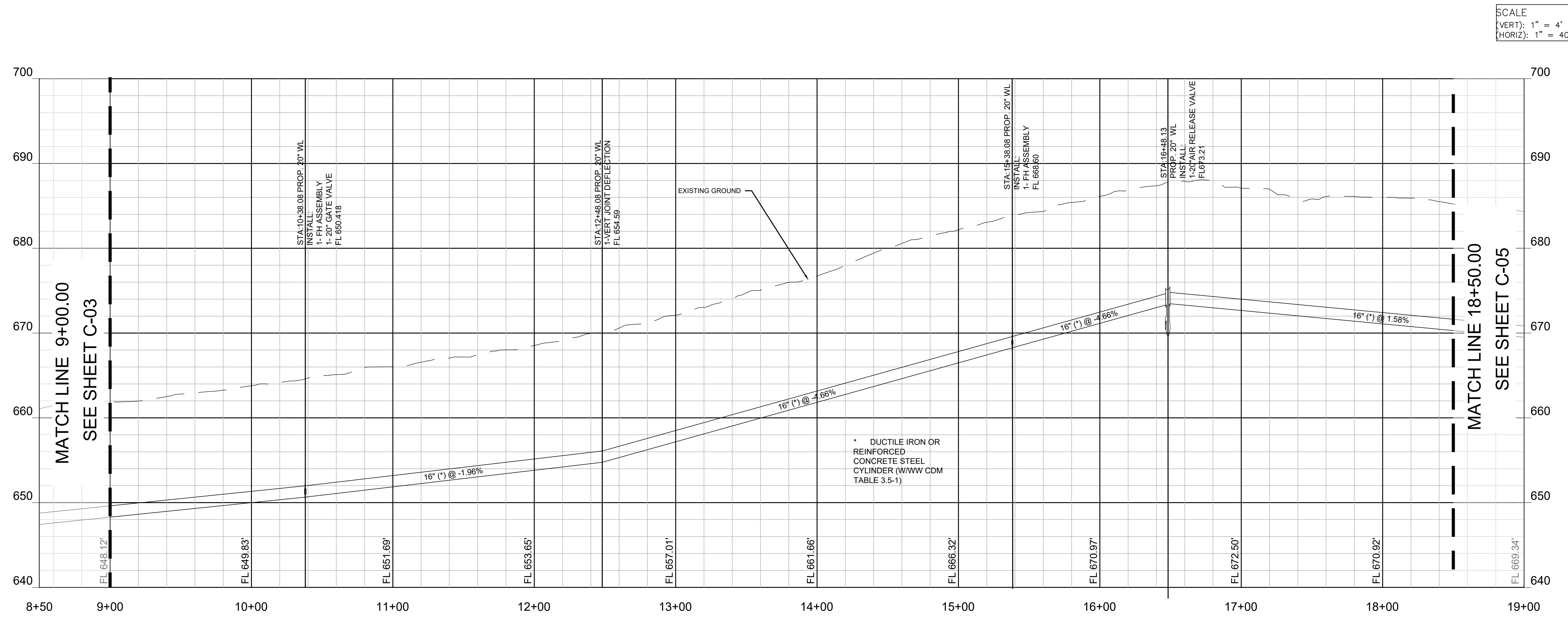
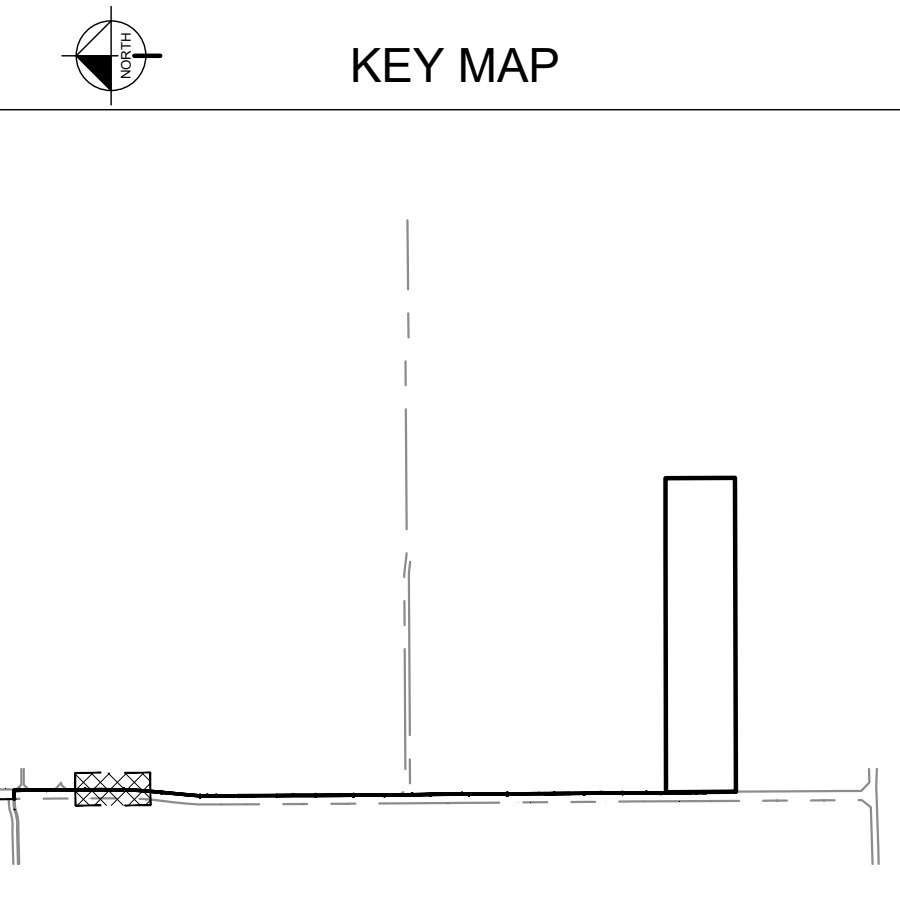
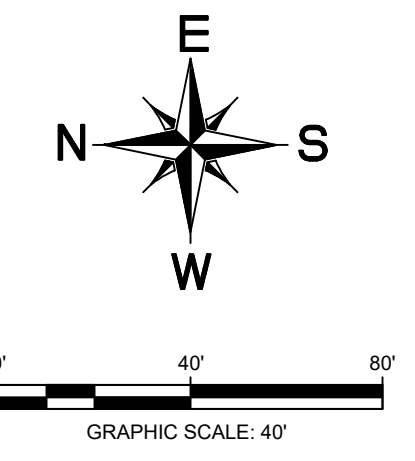
DATE:	06/01/2026	SHEET:	C-03
DRAWN BY:	MH		
CHECKED BY:	SG		
PROJECT #:	220629		

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 PLOT: 6/1/2026 6:05 PM



- NOTES:**
- MILAM ROAD (FM3163) IS A TXDOT ROAD LOCATED IN TXDOT (STATE OF TEXAS PROPERTY) RIGHT-OF-WAY (ROW). LAND WITHIN TXDOT ROW IS UNDER THE JURISDICTION OF TXDOT FOR REQUIRED COMPLIANCE AND PERMITTING AS IT RELATES TO FEMA FLOODPLAIN.
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 REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER



SCALE
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NO.	REVISION	DESCRIPTION	DATE

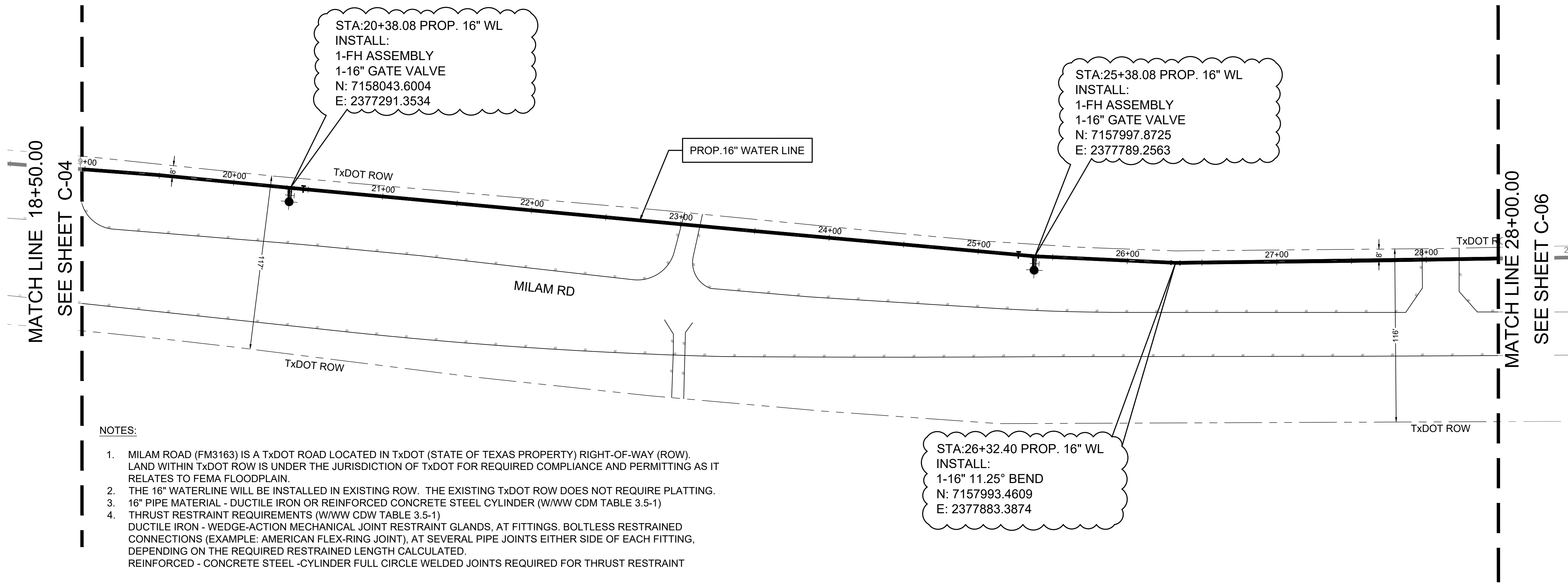
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 Cross Roads, Texas 76227
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 (TBPE # F-12214)

OFFSITE WATER PLAN II
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE: 06/01/2026	SHEET: C-04
DRAWN BY: MH	C-04
CHECKED BY: SG	
PROJECT #: 220629	

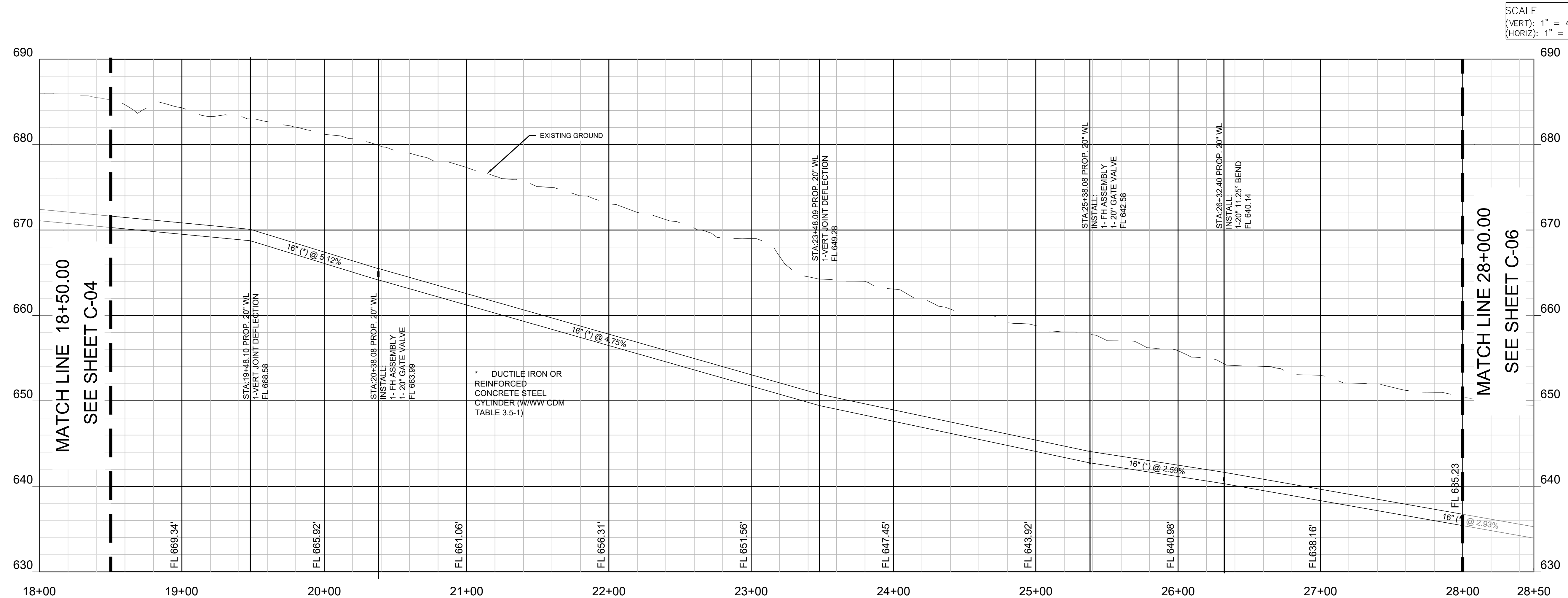
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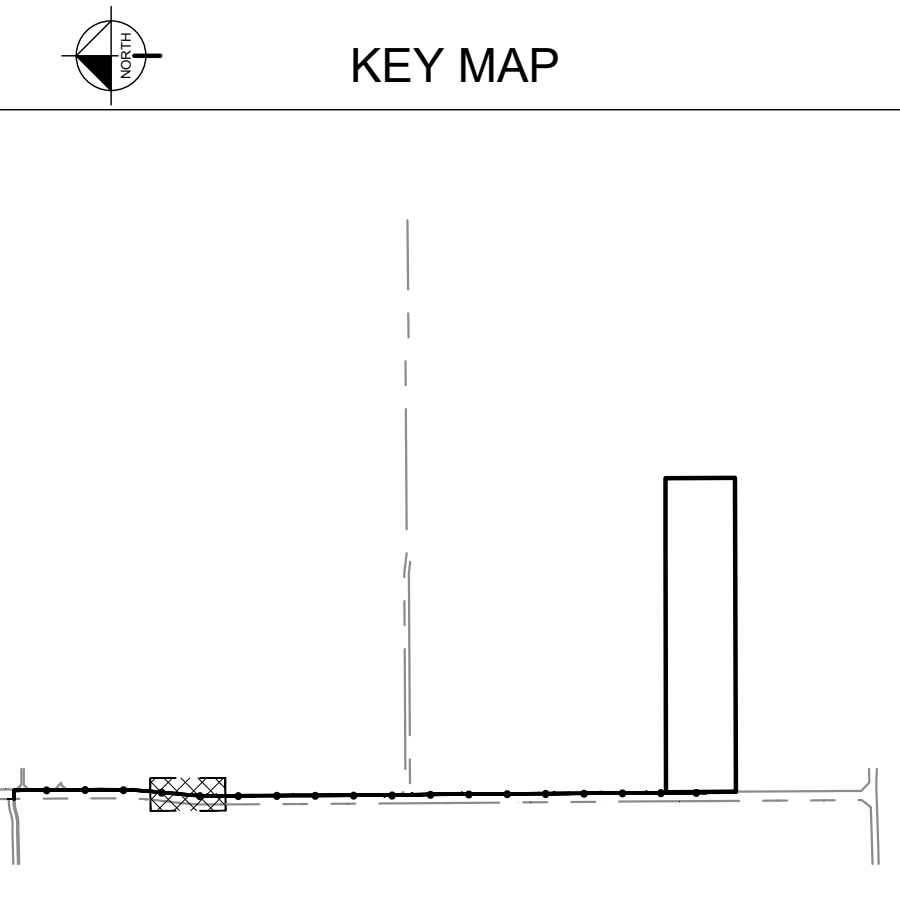
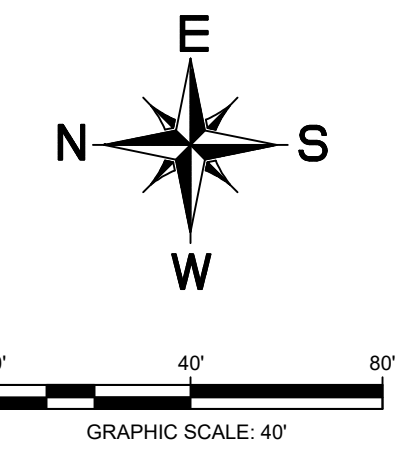
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 REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16" PVC MAIN WATER



SCALE
 (VERT): 1" = 4'
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KEY MAP

!!WARNING!!

EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

NO.	REVISION	DESCRIPTION	DATE

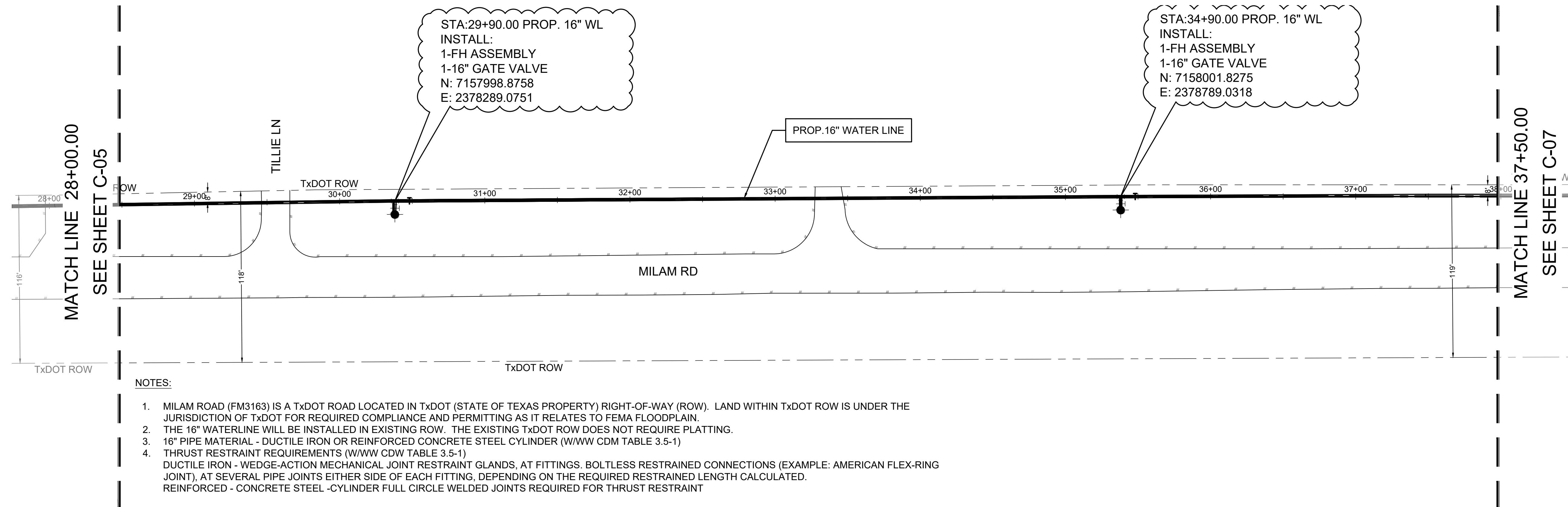
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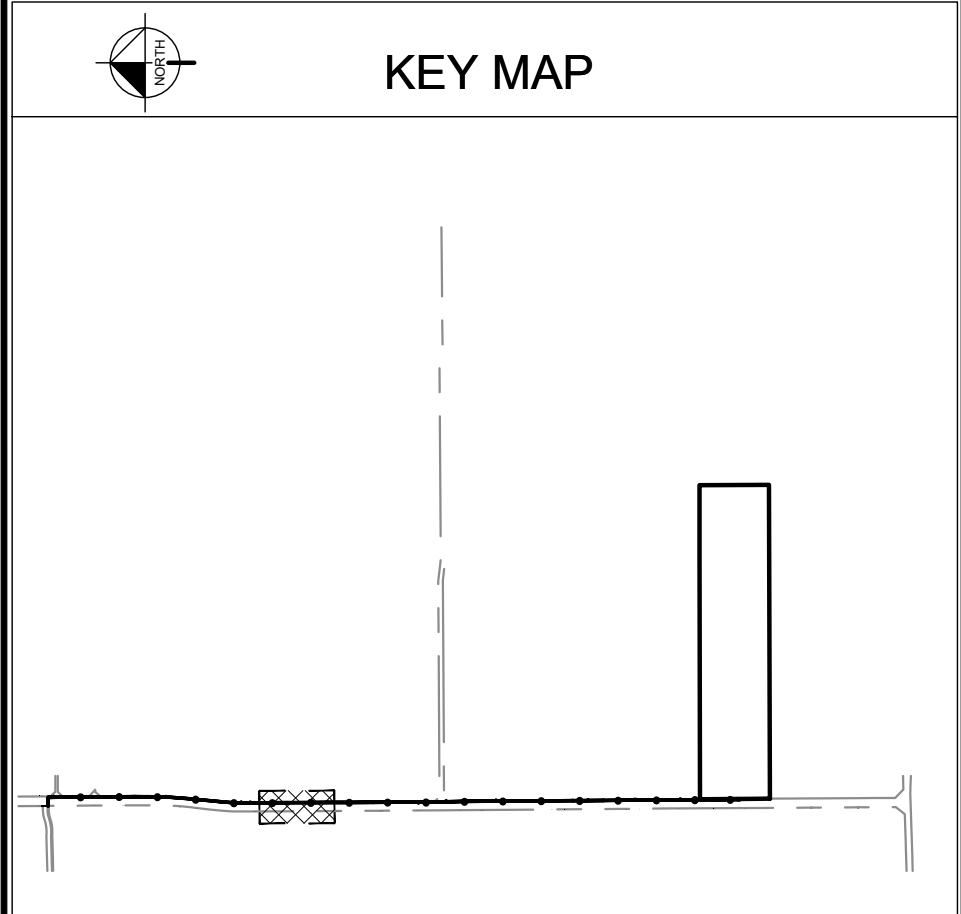
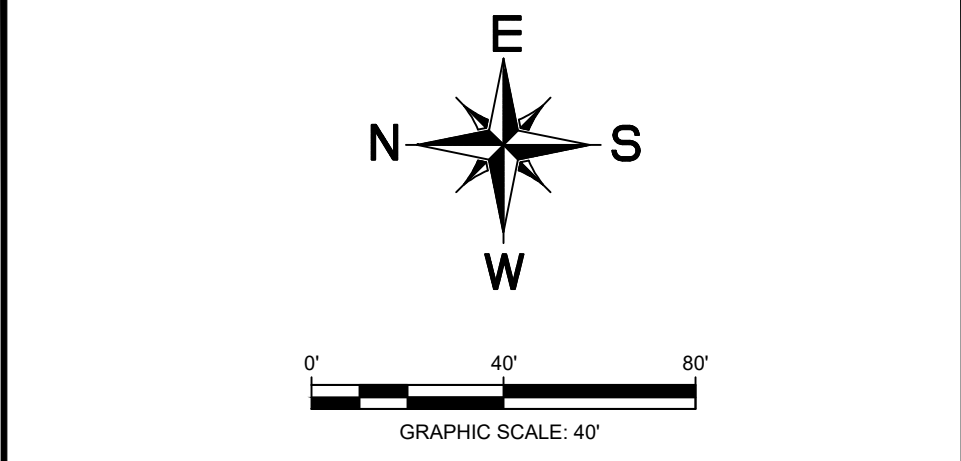
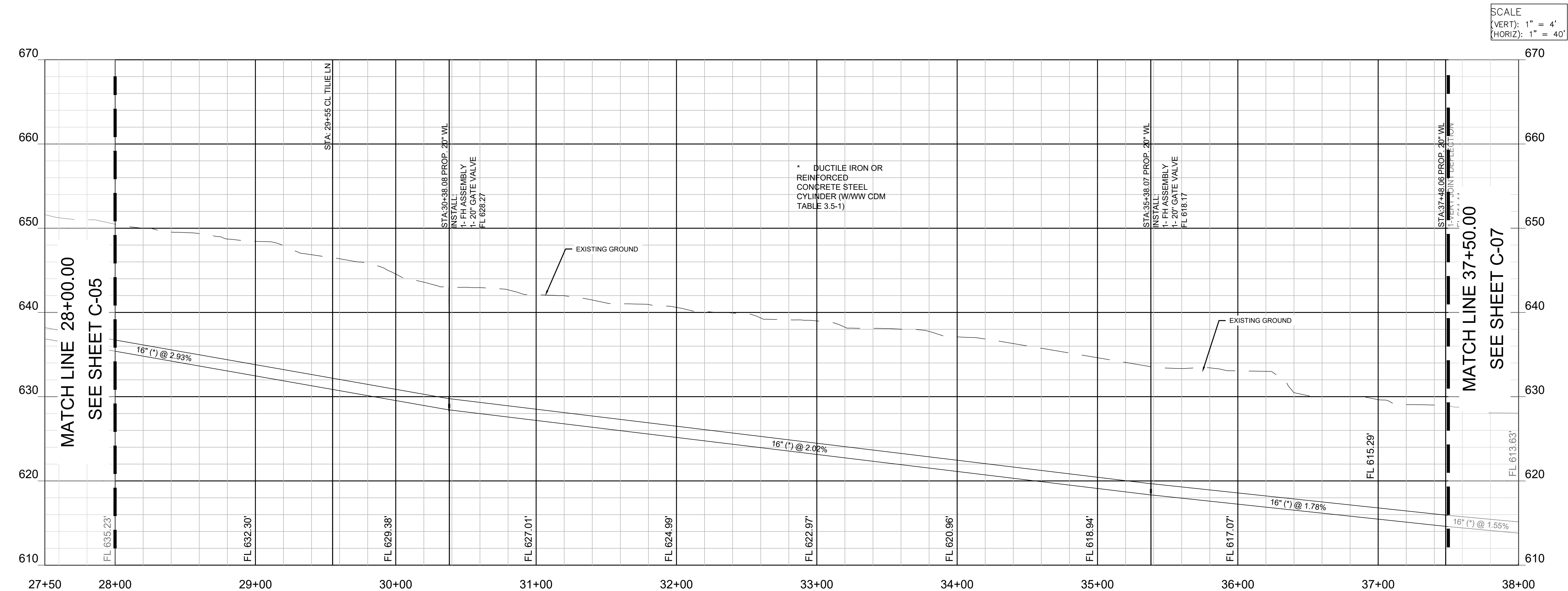
OFFSITE WATER PLAN III
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE: 06/01/2026	SHEET: C-05
DRAWN BY: MH	C-05
CHECKED BY: SG	
PROJECT #: 220629	

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MILAM RD E 16"PVC MAIN WATER



!!WARNING!!

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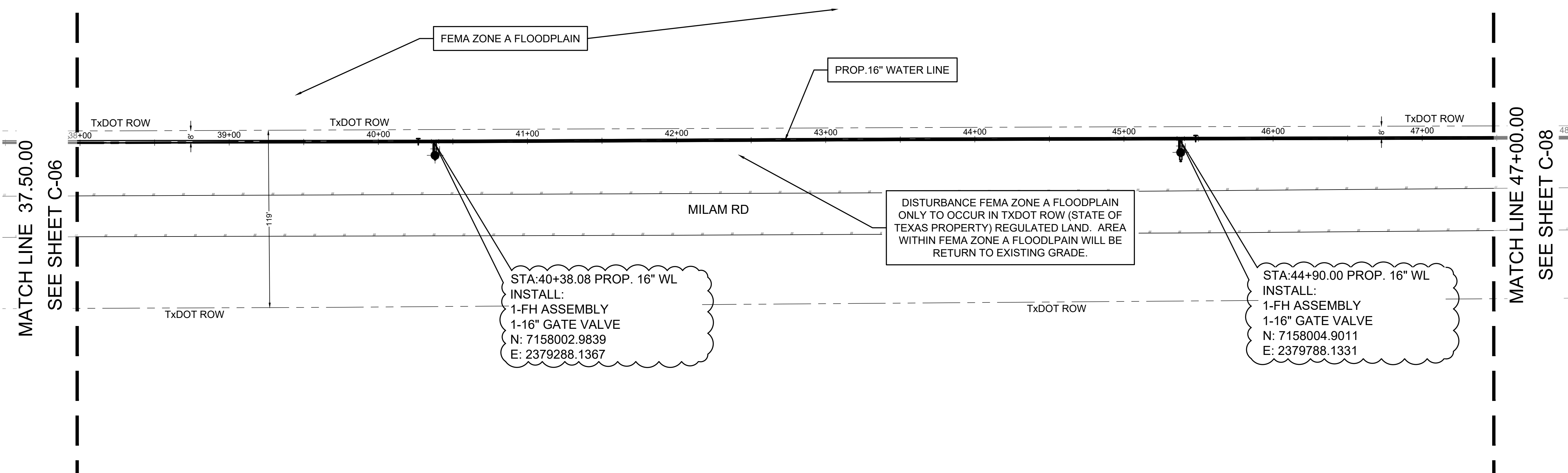
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CONSULTANT:			
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 500 Moseley Road
 Cross Roads, Texas 76227
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 (TBPE # F-12214)

OFFSITE WATER PLAN IV
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026	SHEET:	C-06
DRAWN BY:	MH		
CHECKED BY:	SG		
PROJECT #:	220629		

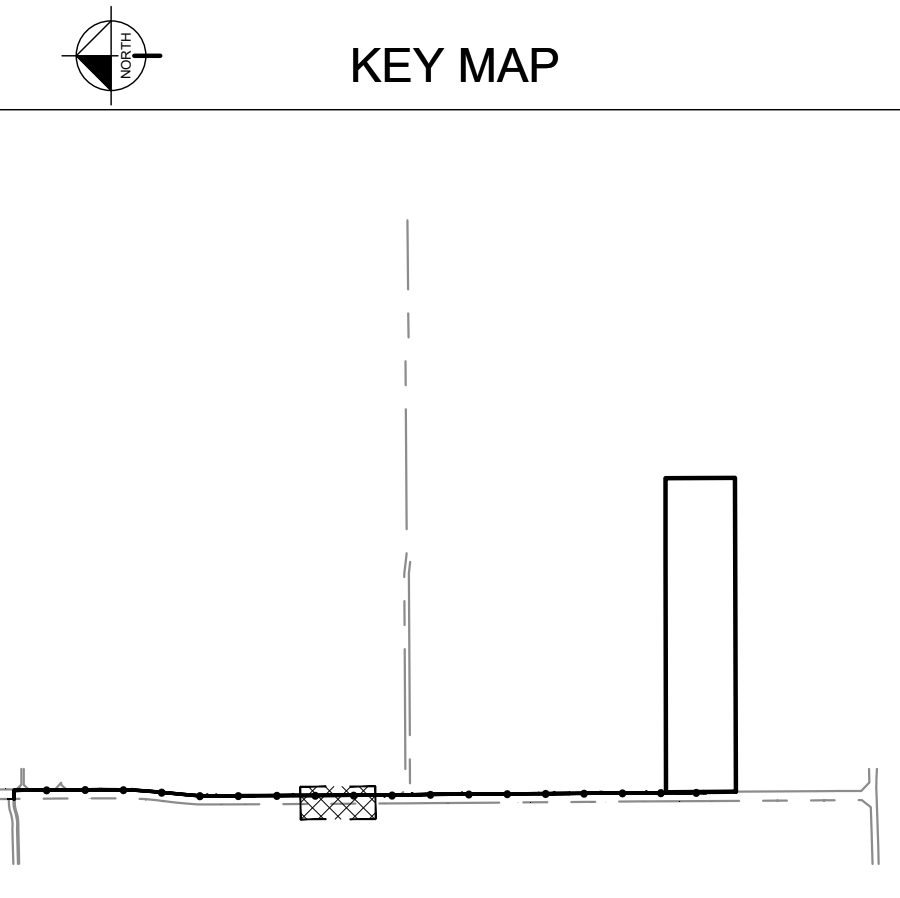
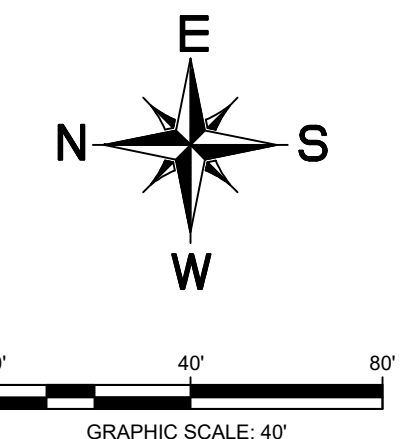
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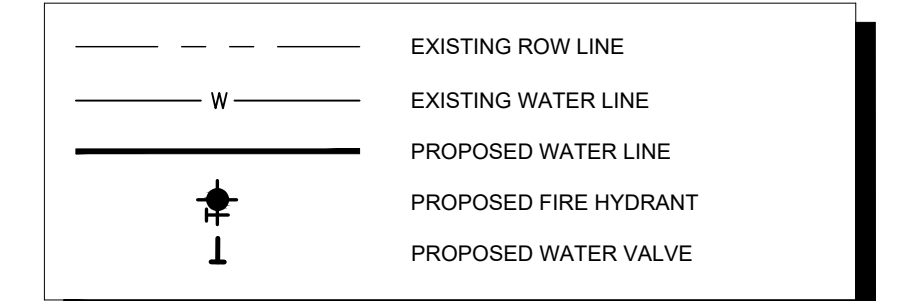
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 REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER



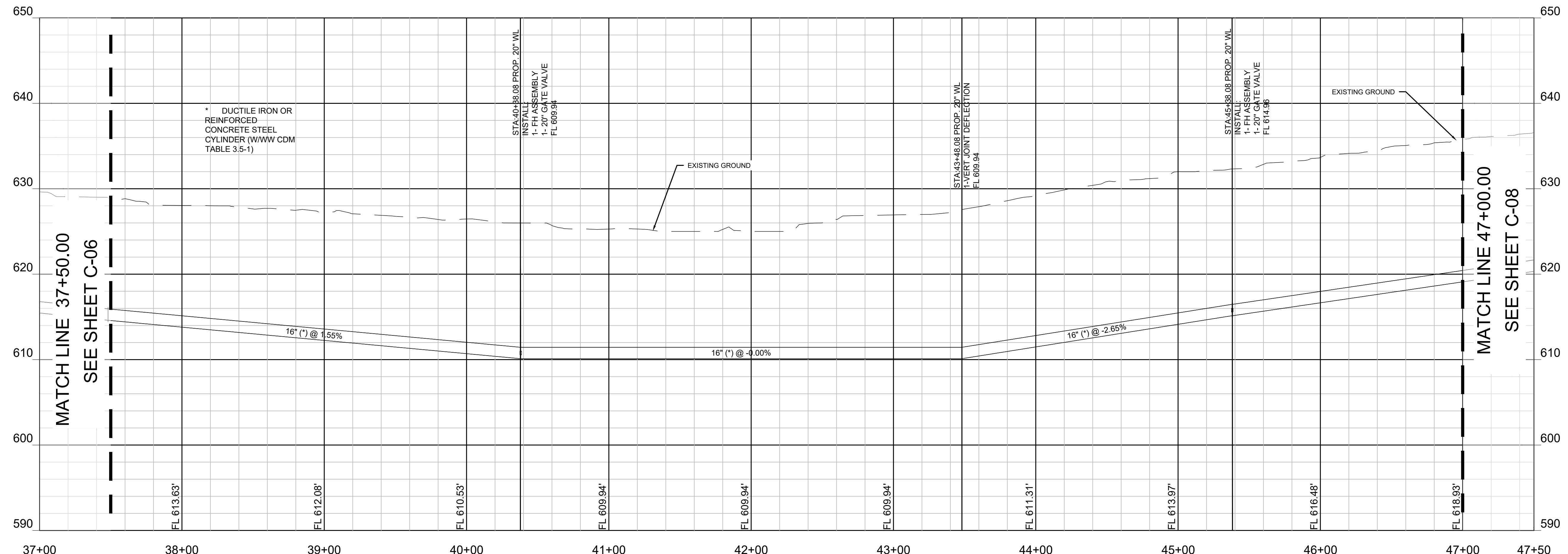
UTILITY LEGEND



NOTE: INCLUDE THE FOLLOWING NOTE ON WATER AND/OR UTILITY PLANS. TAPS MADE TO EXISTING WATERLINES OR RELOCATION OF FIRE HYDRANT SHALL BE DONE BY THE CITY OF DENTON AT THE CONTRACTOR'S EXPENSE. CONTACT THE WATER DEPARTMENT AT 940-349-7181.

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SCALE
 (VERT): 1" = 4'
 (HORIZ): 1" = 40'

NO.	REVISION	DESCRIPTION	DATE

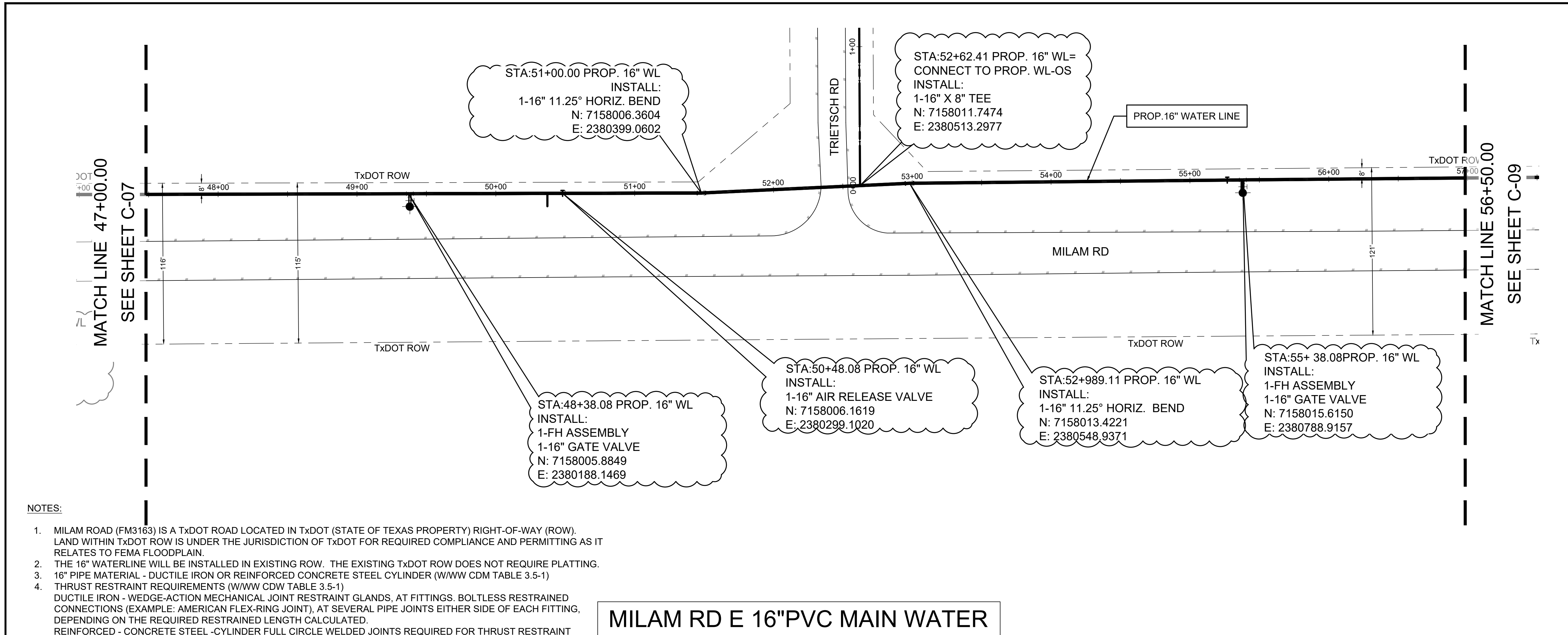
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 Cross Roads, Texas 76227
 Phone (940) 387-0805
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 (TBPE # F-12214)

OFFSITE WATER PLAN V
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE: 06/01/2026	SHEET: C-07
DRAWN BY: MH	C-07
CHECKED BY: SG	
PROJECT #: 220629	

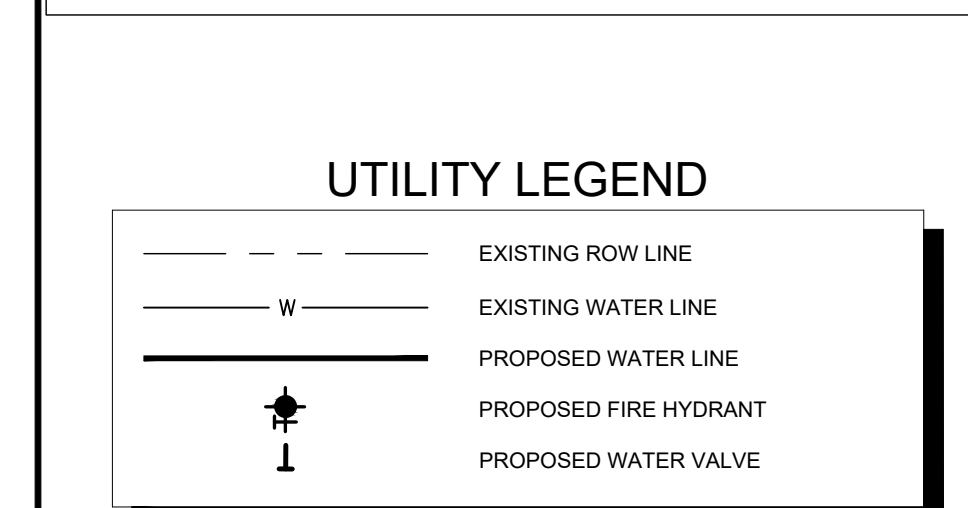
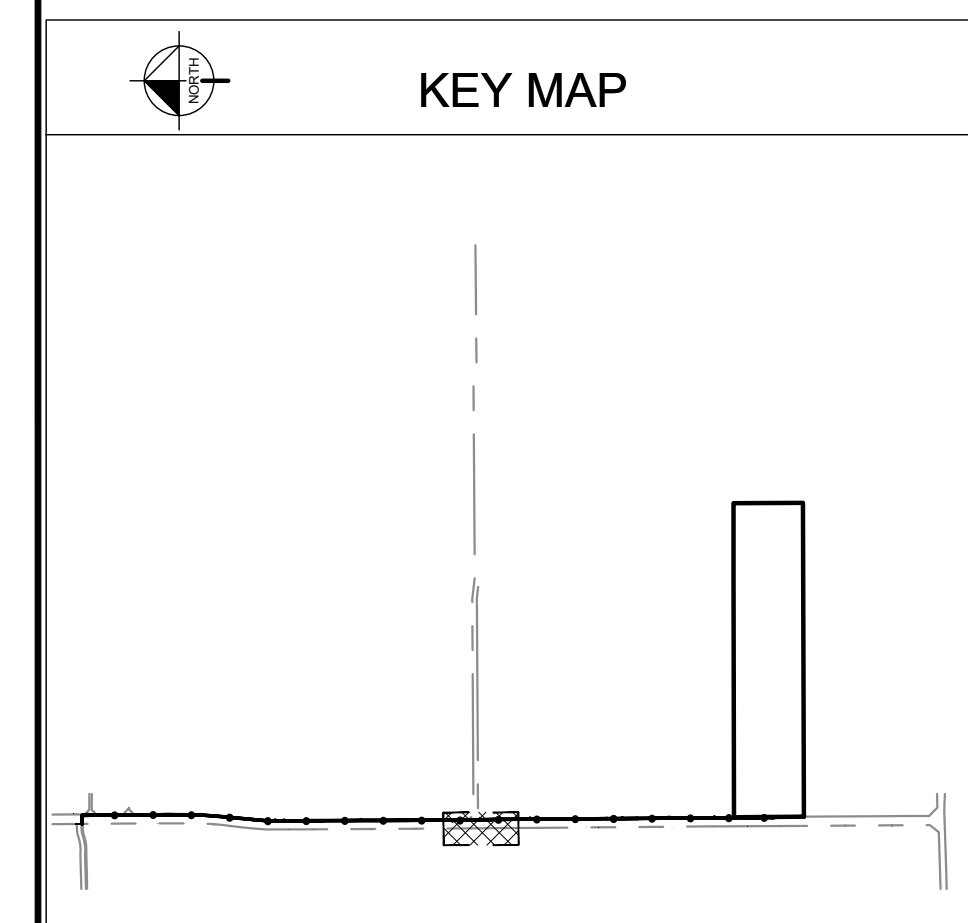
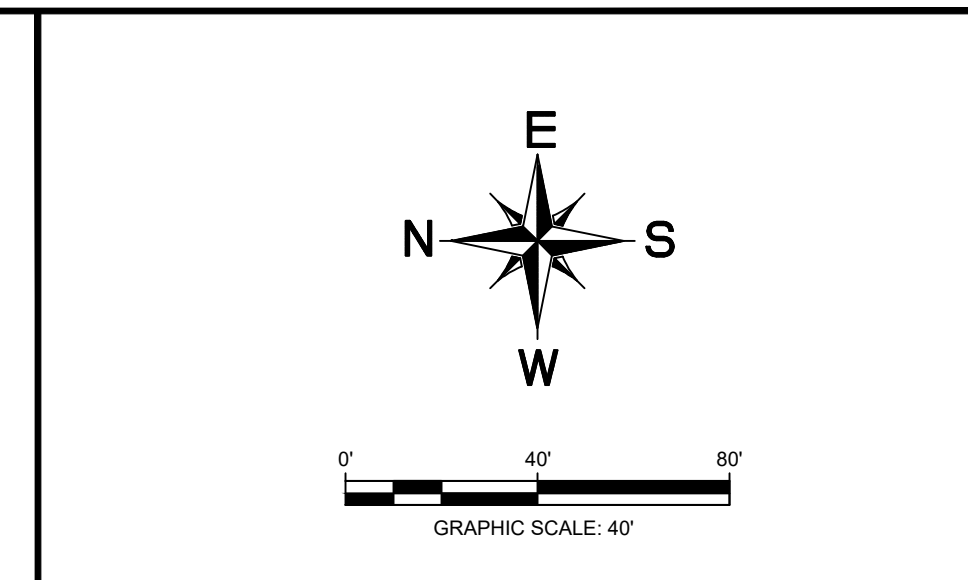
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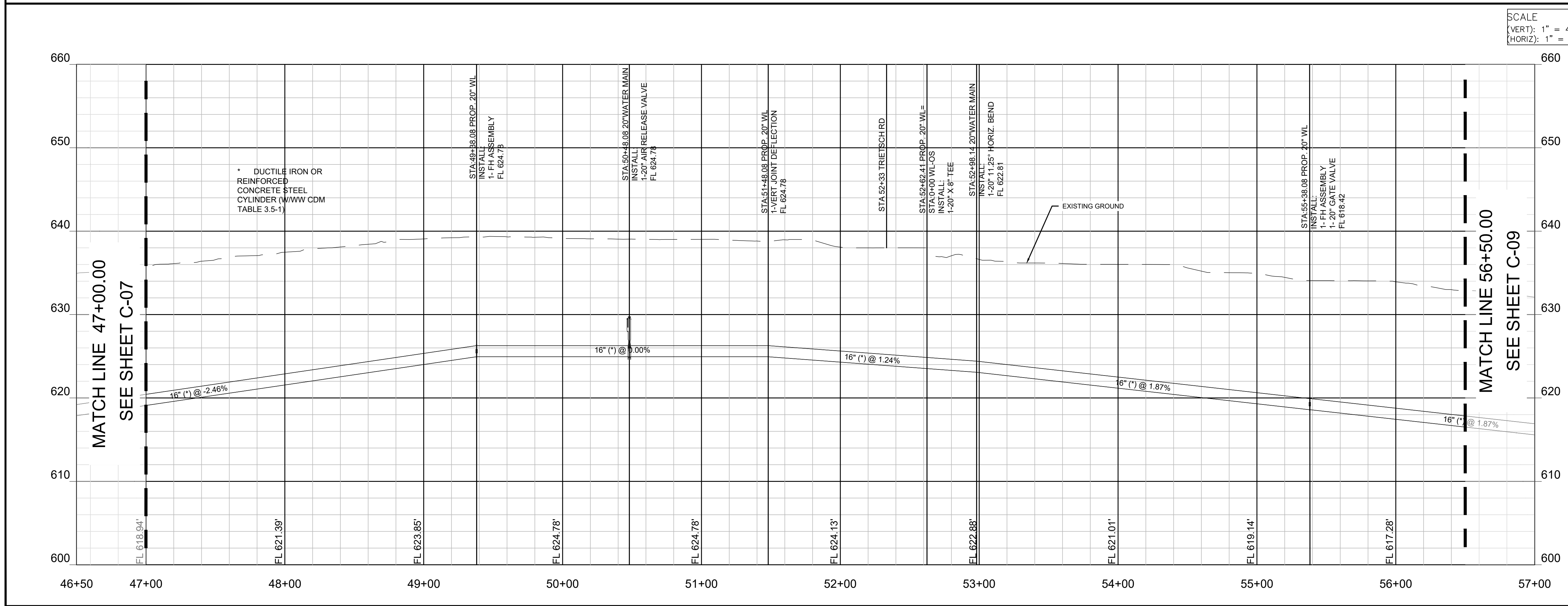
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 REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16" PVC MAIN WATER



NOTE: INCLUDE THE FOLLOWING NOTE ON WATER AND/OR UTILITY PLANS. TAPS MADE TO EXISTING WATERLINES OR RELOCATION OF FIRE HYDRANT SHALL BE DONE BY THE CITY OF DENTON AT THE CONTRACTOR'S EXPENSE. CONTACT THE WATER DEPARTMENT AT 940-349-7181.



SCALE
 (VERT): 1" = 4'
 (HORIZ): 1" = 40'

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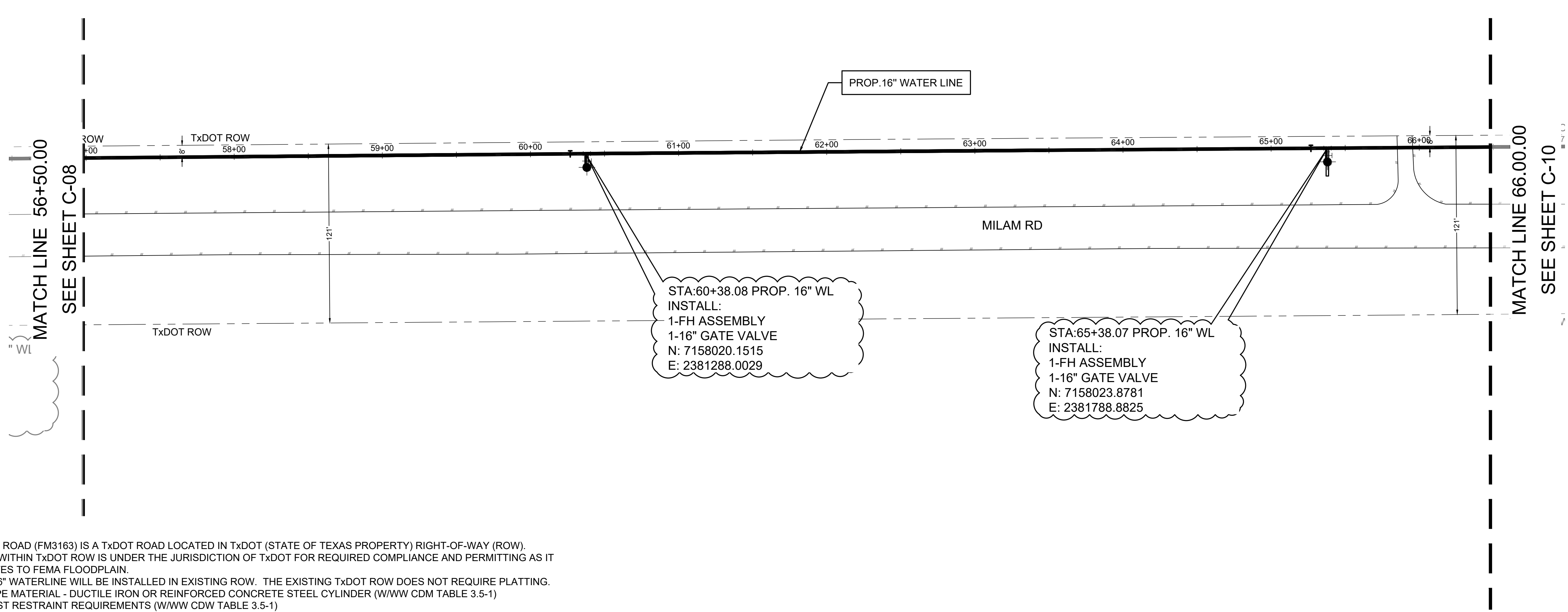
SEAL:

KJE
 500 Moseley Road
 Cross Roads, Texas 76227
 Phone (940) 387-0805
 Fax (940) 387-0830
 (TBP # F-12214)

OFFSITE WATER PLAN VI
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026	SHEET:	C-08
DRAWN BY:	MH		
CHECKED BY:	SG		
PROJECT #:	220629		

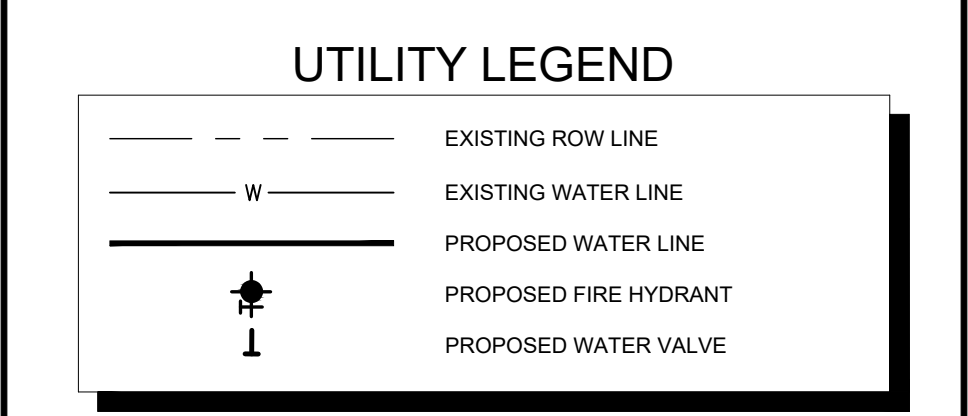
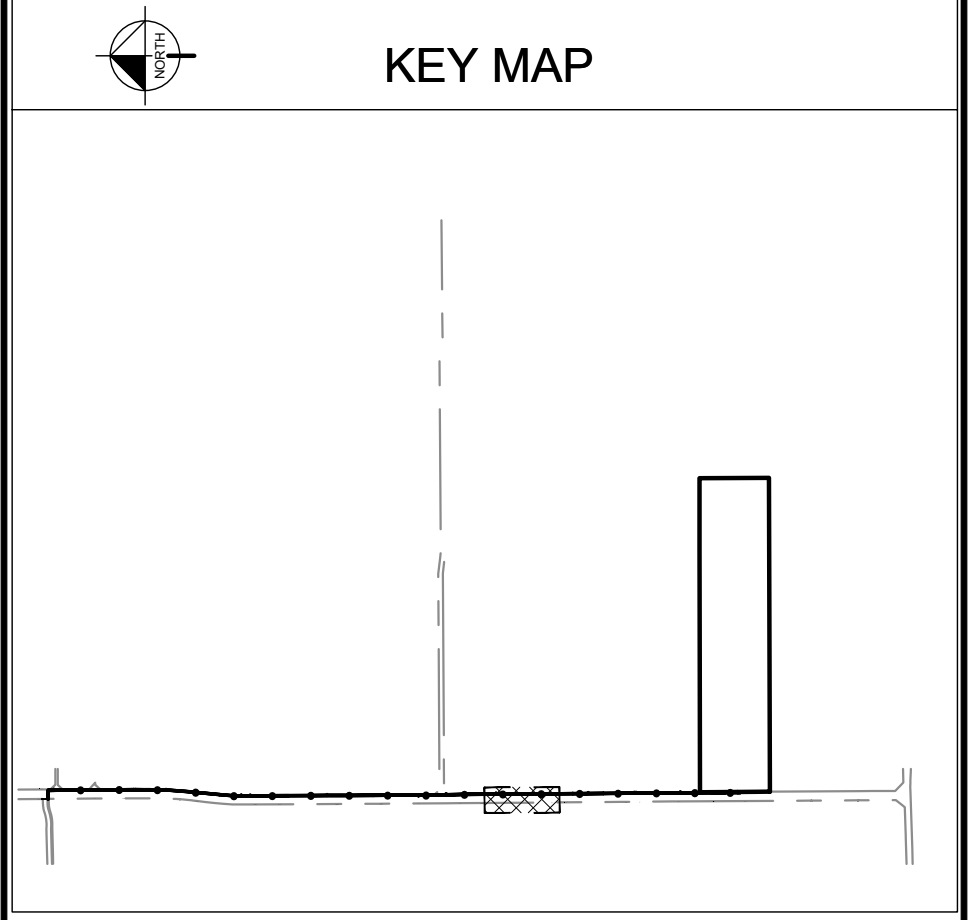
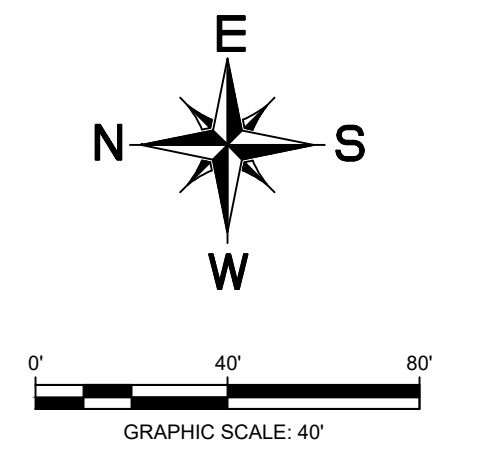
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NOTES:

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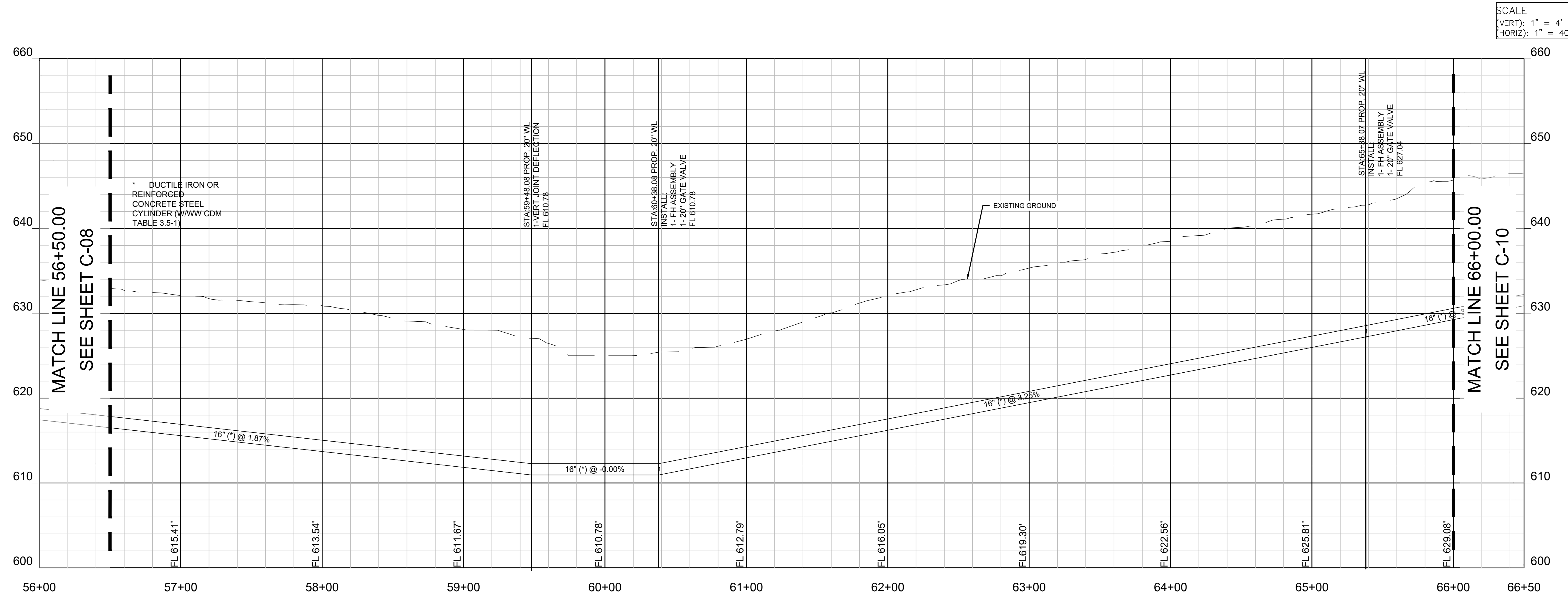
MILAM RD E 16"PVC MAIN WATER



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SCALE
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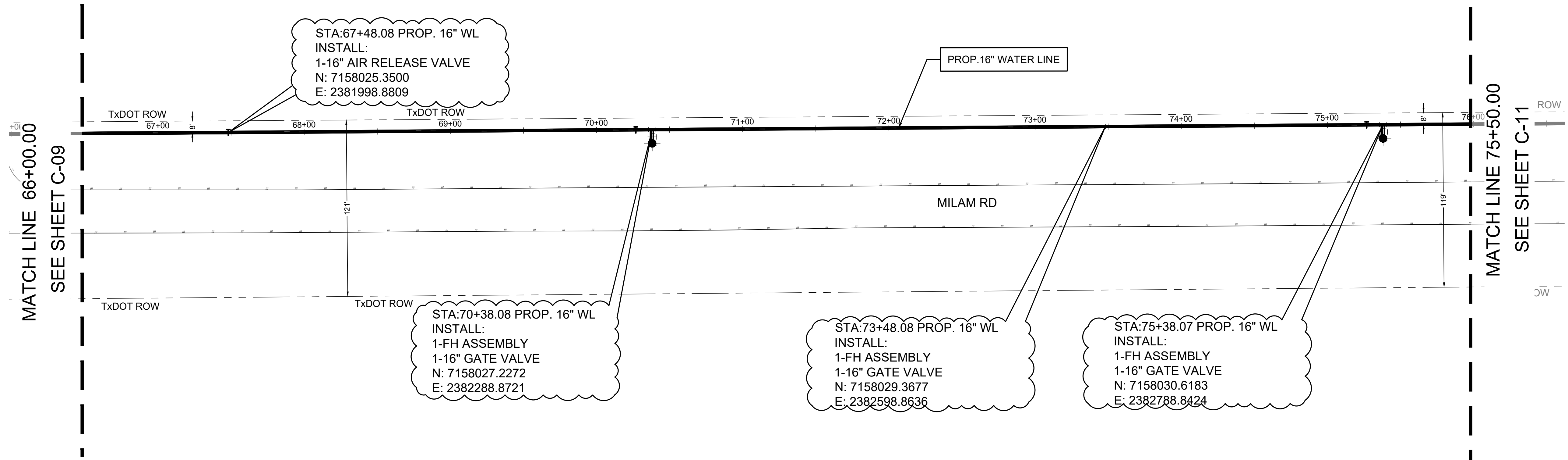
NO.	REVISION	DESCRIPTION	DATE
CONSULTANT:			
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 (TBPE # F-12214)

OFFSITE WATER PLAN VII
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026	SHEET:	C-09
DRAWN BY:	MH		
CHECKED BY:	SG		
PROJECT #:	220629		

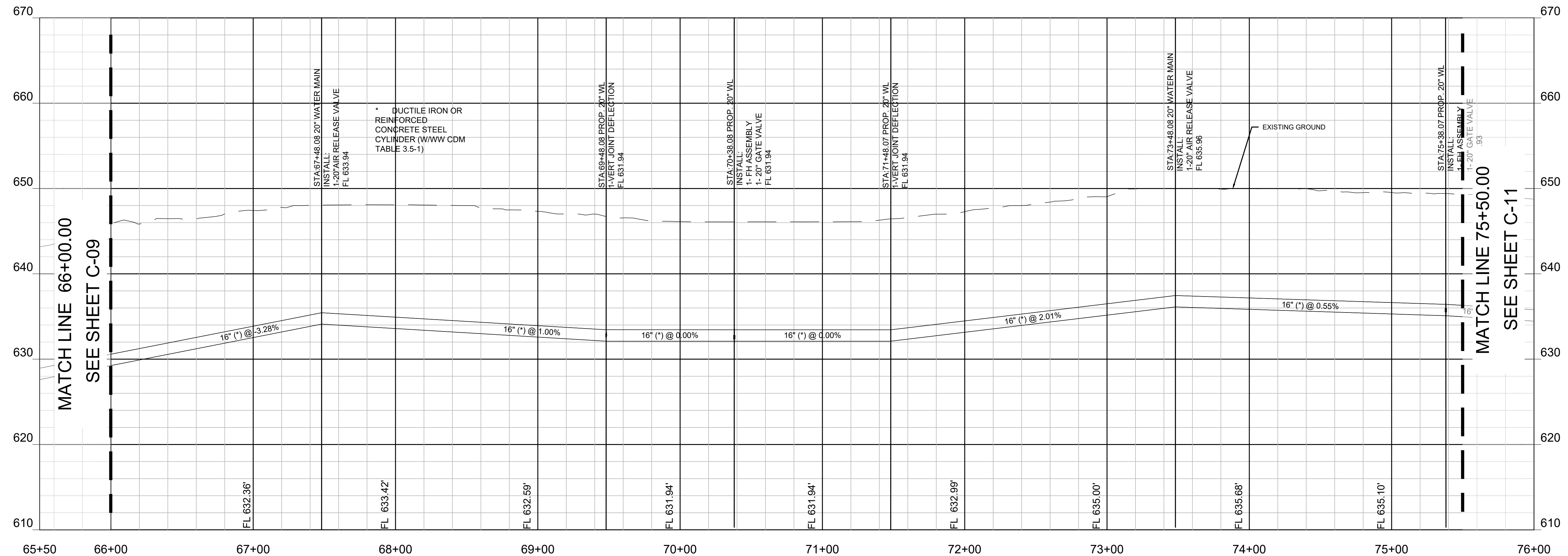
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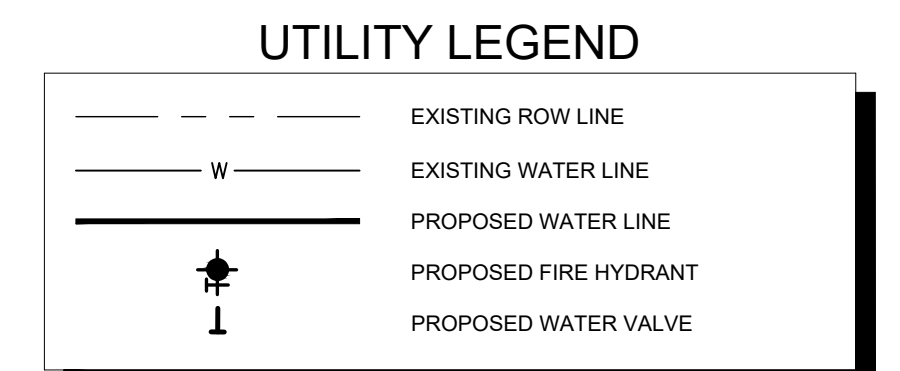
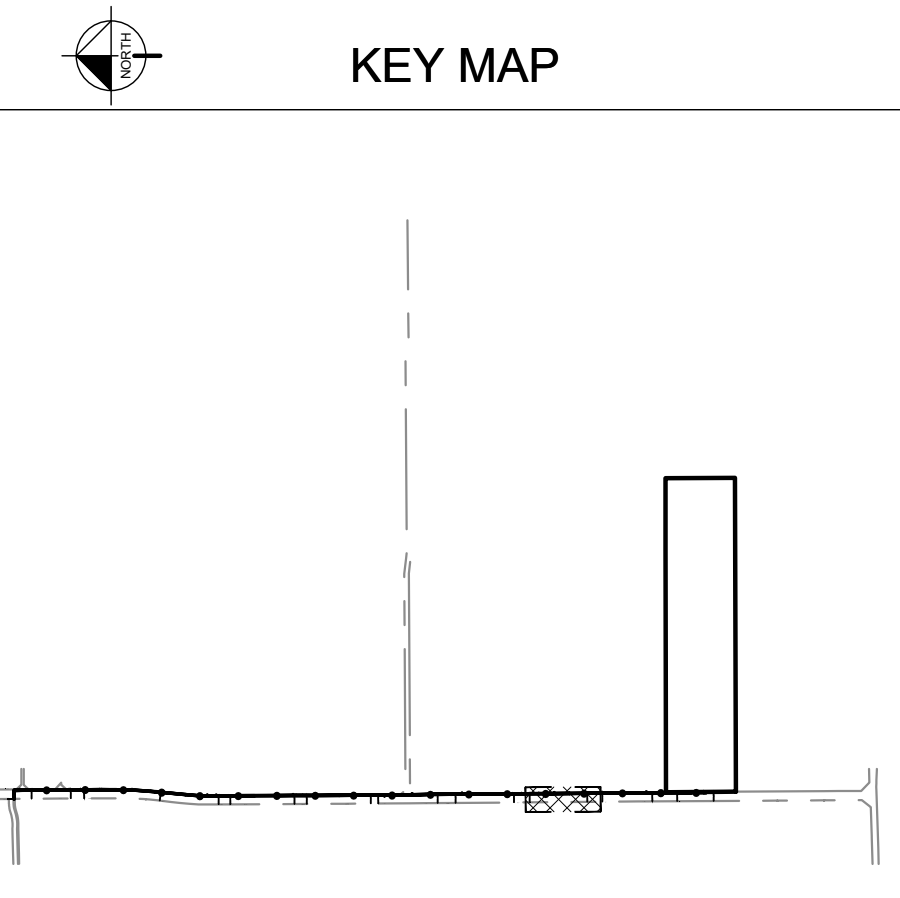
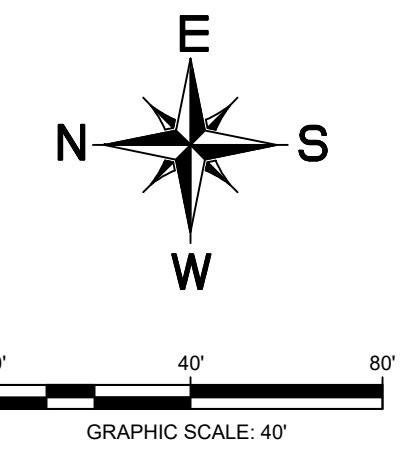
NOTES:

- MILAM ROAD (FM3163) IS A TxDOT ROAD LOCATED IN TxDOT (STATE OF TEXAS PROPERTY) RIGHT-OF-WAY (ROW). LAND WITHIN TxDOT ROW IS UNDER THE JURISDICTION OF TxDOT FOR REQUIRED COMPLIANCE AND PERMITTING AS IT RELATES TO FEMA FLOODPLAIN.
- THE 16" WATERLINE WILL BE INSTALLED IN EXISTING ROW. THE EXISTING TxDOT ROW DOES NOT REQUIRE PLATTING.
- 16" PIPE MATERIAL - DUCTILE IRON OR REINFORCED CONCRETE STEEL CYLINDER (WWW CDM TABLE 3.5-1)
- THRUST RESTRAINT REQUIREMENTS (WWW CDW TABLE 3.5-1)
 DUCTILE IRON - WEDGE-ACTION MECHANICAL JOINT RESTRAINT GLANDS, AT FITTINGS. BOLTLESS RESTRAINED CONNECTIONS (EXAMPLE: AMERICAN FLEX-RING JOINT), AT SEVERAL PIPE JOINTS EITHER SIDE OF EACH FITTING, DEPENDING ON THE REQUIRED RESTRAINED LENGTH CALCULATED.
 REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16"PVC MAIN WATER



SCALE
 (VERT): 1" = 4'
 (HORIZ): 1" = 40'



NOTE: INCLUDE THE FOLLOWING NOTE ON WATER AND/OR UTILITY PLANS. TAPS MADE TO EXISTING WATERLINES OR RELOCATION OF FIRE HYDRANT SHALL BE DONE BY THE CITY OF DENTON AT THE CONTRACTOR'S EXPENSE. CONTACT THE WATER DEPARTMENT AT 940-349-7181.

!!WARNING!!

EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

NO.	REVISION	DESCRIPTION	DATE

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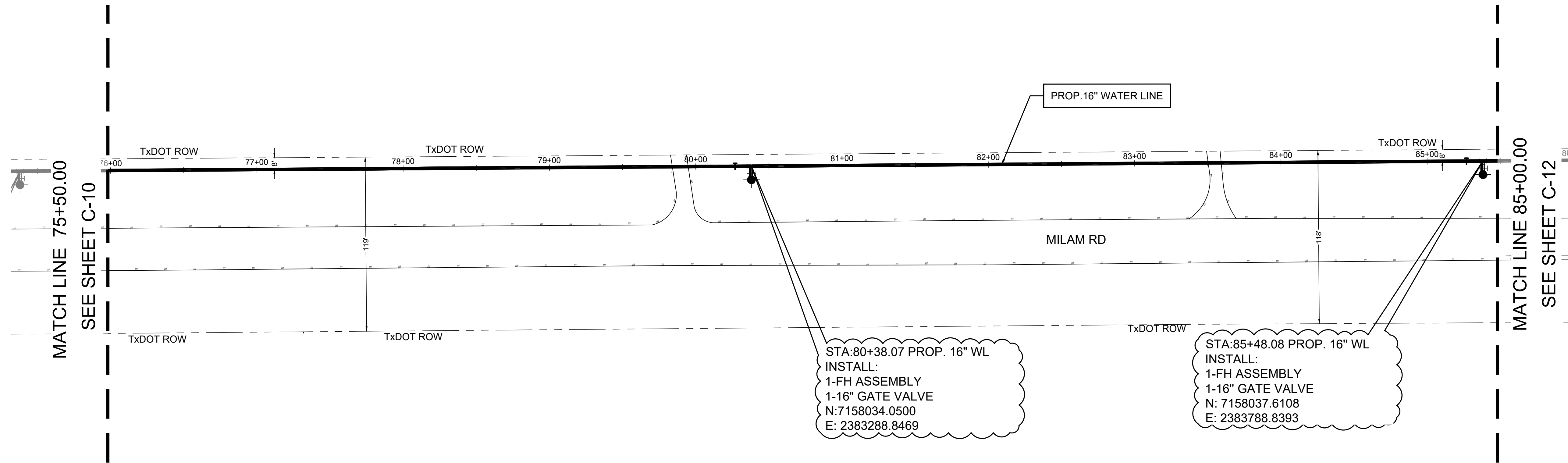
SEAL: _____

OKJE
 500 Moseley Road
 Cross Roads, Texas 76227
 Phone (940) 387-0805
 Fax (940) 387-0830
 (TBPE # F-12214)

OFFSITE WATER PLAN VIII
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE: 06/01/2026	SHEET:
DRAWN BY: MH	C-10
CHECKED BY: SG	
PROJECT #: 220629	

FILE: S:\Shared\KJE Projects\2022\220629_636 Denton Dev Company, LLC\Sundance\CAD\04 Construction Set\WATER SUBMITTAL\10.01_OFFSITE WATER PLAN.dwg DATE: 6/1/2026
 PLOT: 6/1/2026 6:06 PM

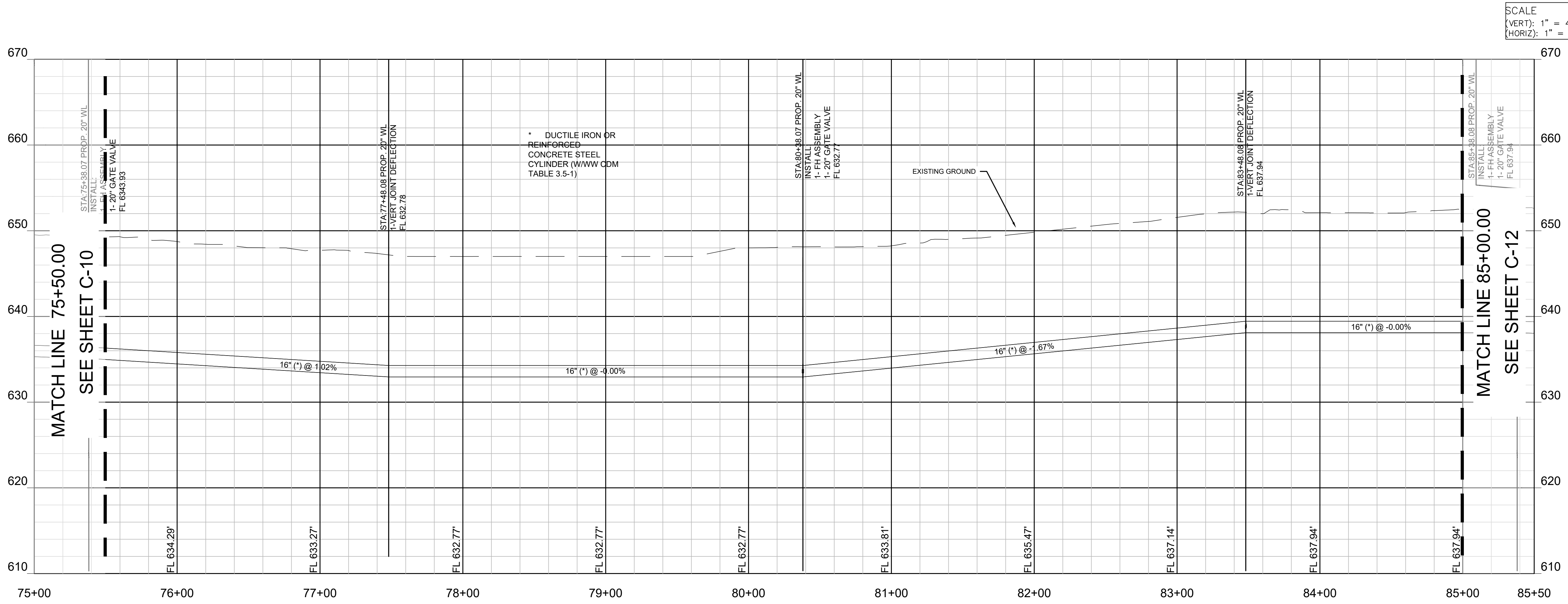


STA:80+38.07 PROP. 16" WL
 INSTALL:
 1-FH ASSEMBLY
 1-16" GATE VALVE
 N: 7158034.0500
 E: 2383288.8469

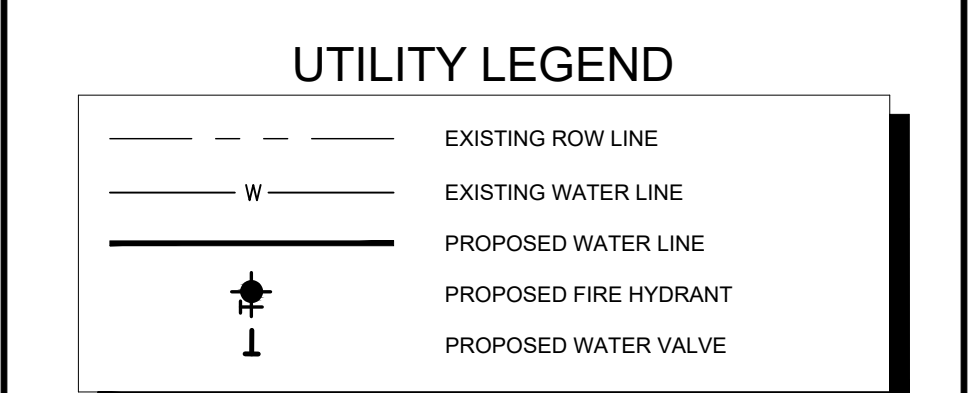
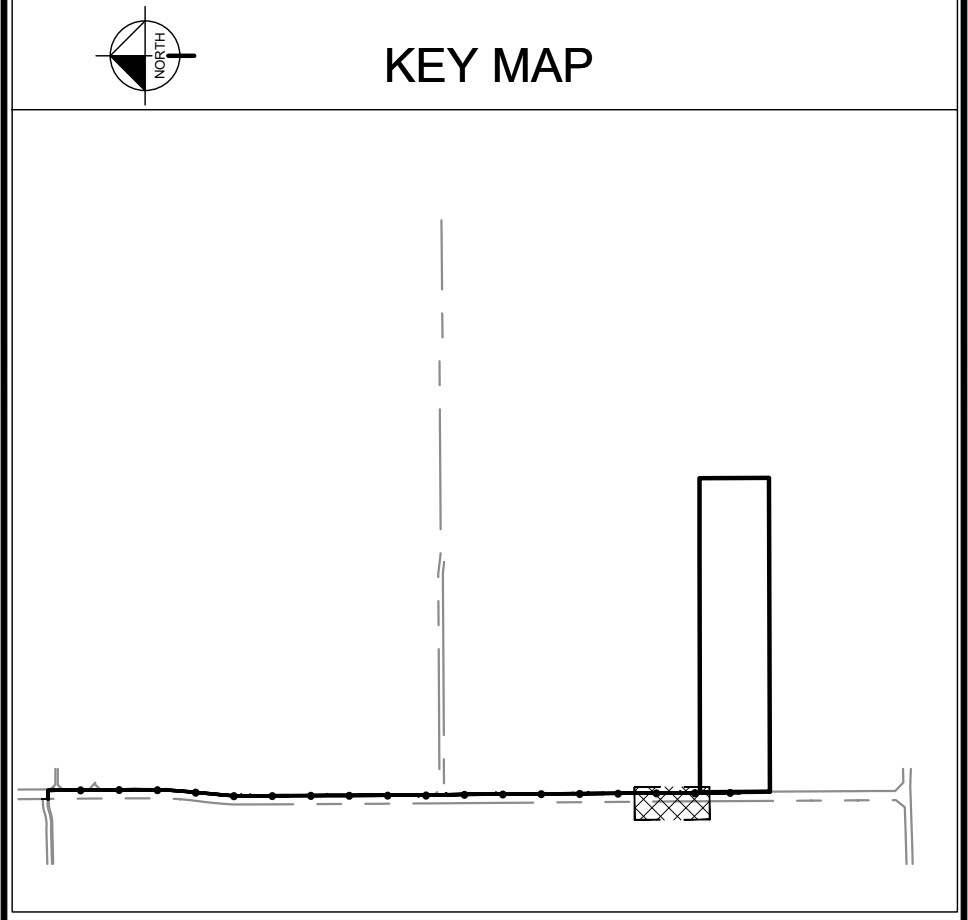
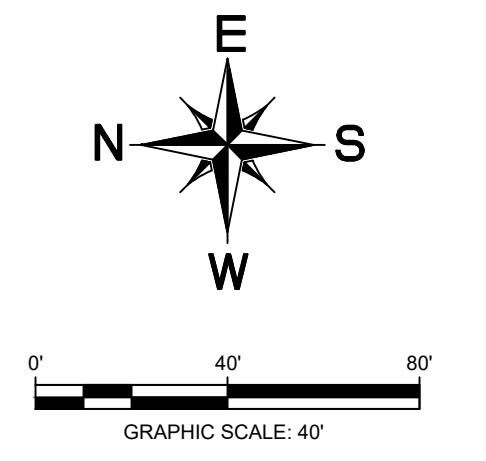
STA:85+48.08 PROP. 16" WL
 INSTALL:
 1-FH ASSEMBLY
 1-16" GATE VALVE
 N: 7158037.6108
 E: 2383788.8393

- NOTES:**
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 REINFORCED - CONCRETE STEEL -CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

MILAM RD E 16" PVC MAIN WATER



SCALE
 (VERT): 1" = 4'
 (HORIZ): 1" = 40'



NOTE: INCLUDE THE FOLLOWING NOTE ON WATER AND/OR UTILITY PLANS. TAPS MADE TO EXISTING WATERLINES OR RELOCATION OF FIRE HYDRANT SHALL BE DONE BY THE CITY OF DENTON AT THE CONTRACTOR'S EXPENSE. CONTACT THE WATER DEPARTMENT AT 940-349-7181.

!!WARNING!!

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NO.	REVISION	DESCRIPTION	DATE

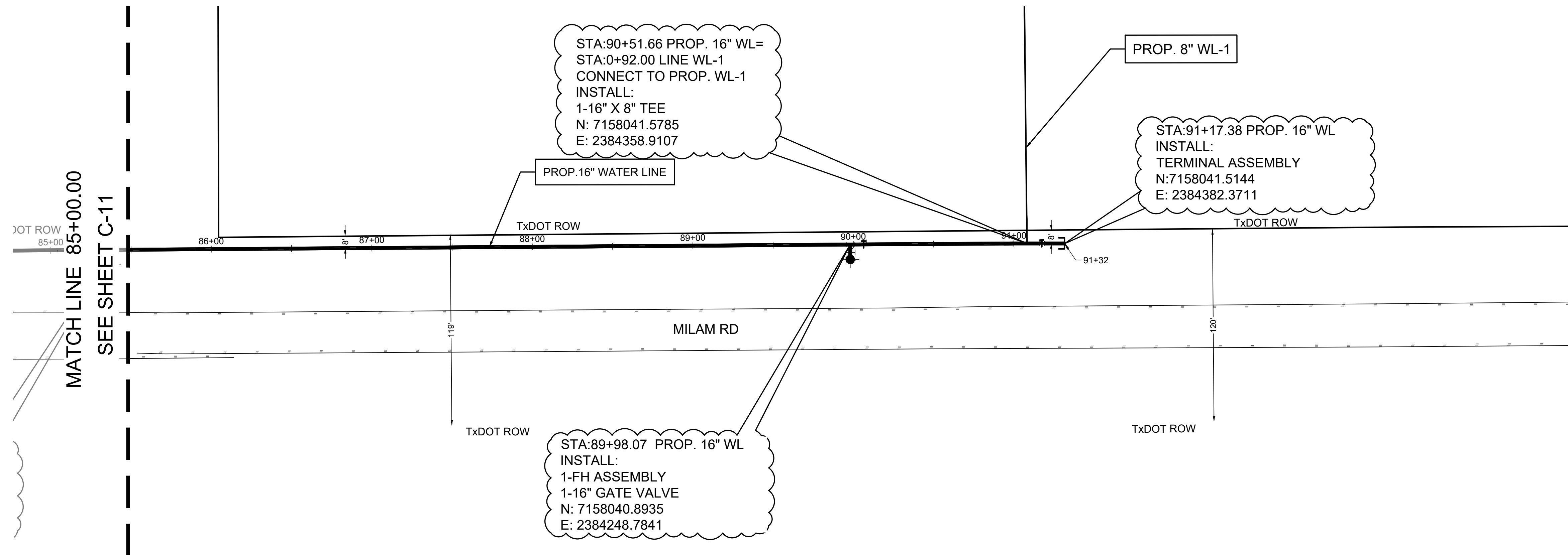
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KJE
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 Fax (940) 387-0830
 (TBPE # F-12214)

OFFSITE WATER PLAN IX
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE:	06/01/2026	SHEET:	C-11
DRAWN BY:	MH		
CHECKED BY:	SG		
PROJECT #:	220629		

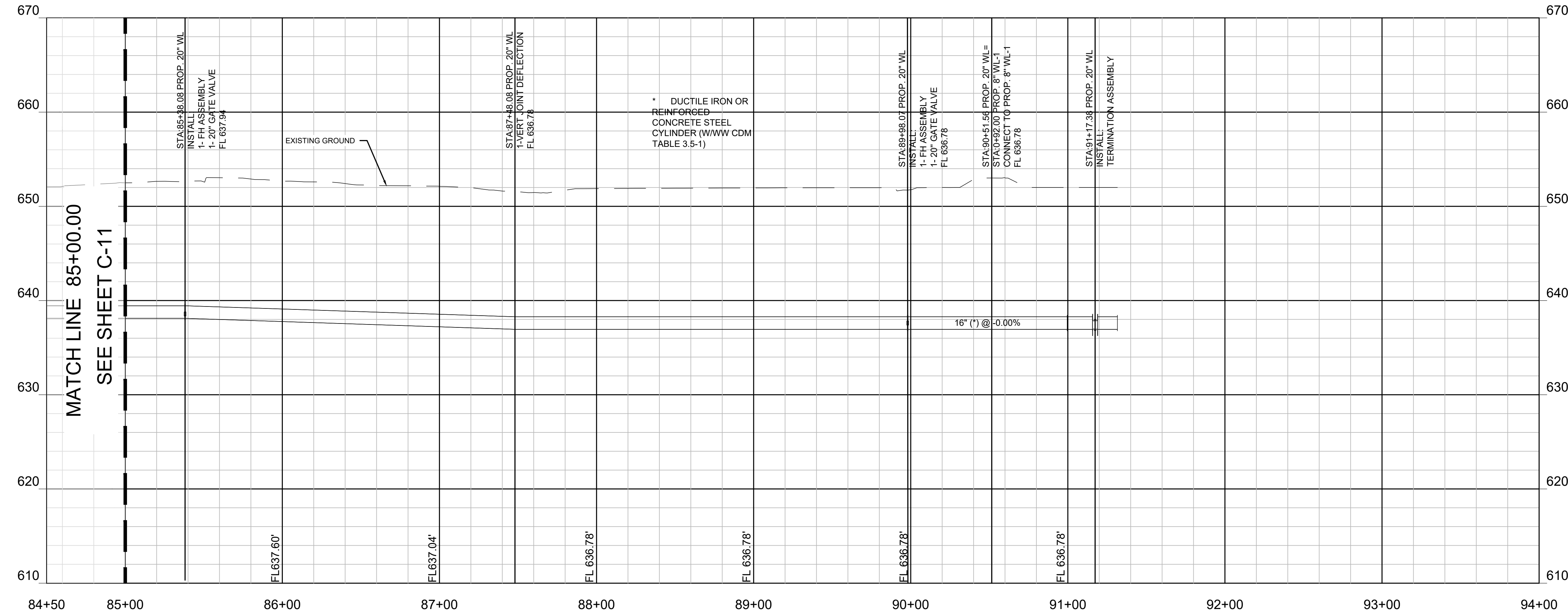
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 PLOT: 6/1/2026 6:06 PM



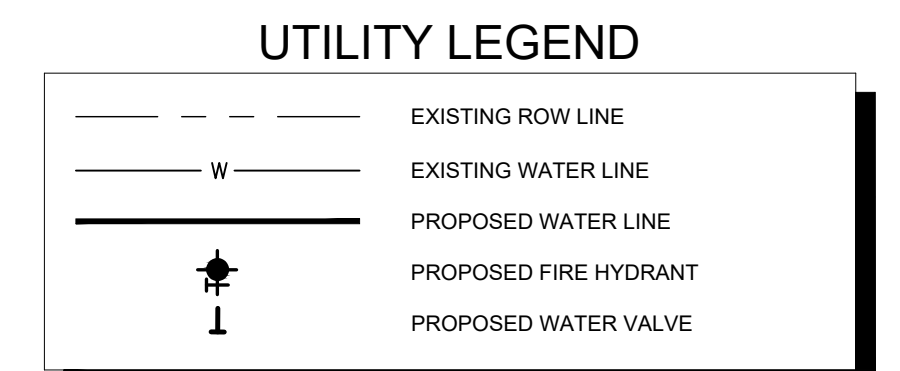
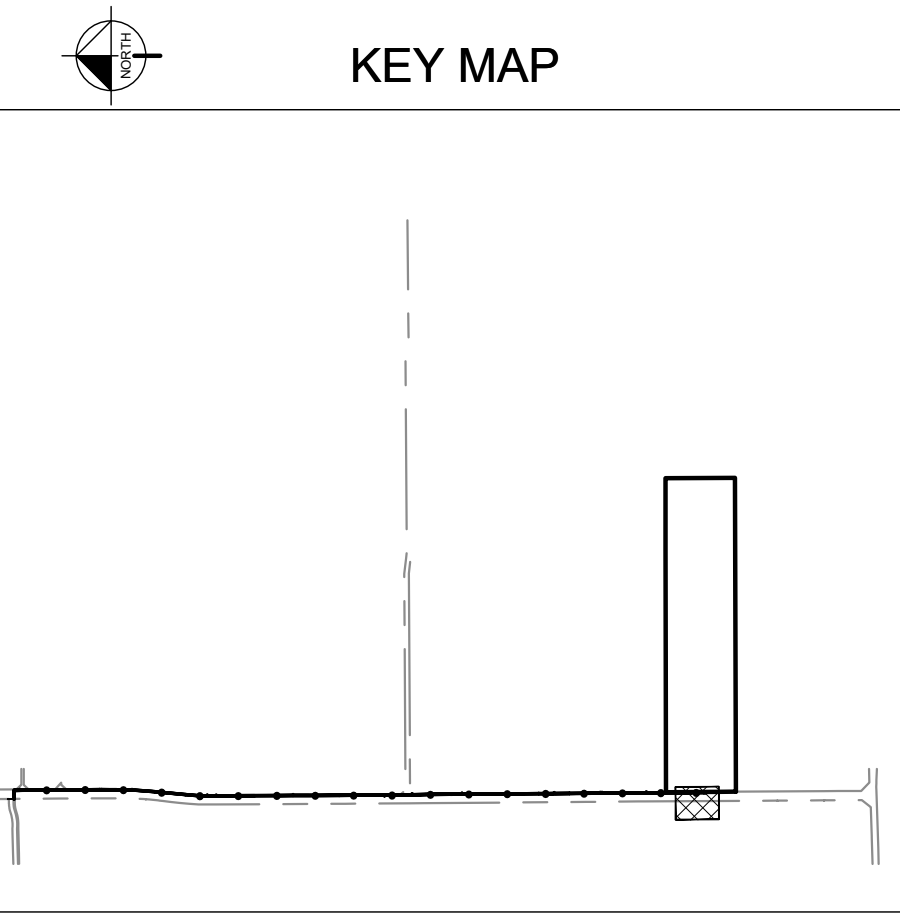
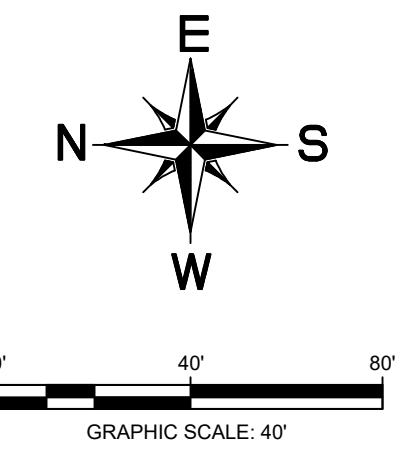
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OFFSITE WATER PLAN X
636 DENTON DEVELOPMENT CO.
SUNDANCE RANCH
DENTON, TEXAS

DATE: 06/01/2026	SHEET:
DRAWN BY: MH	<h1 style="margin: 0;">C-12</h1>
CHECKED BY: SG	
PROJECT #: 220629	

