THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF DENTON, TEXAS AND CARMEN INVESTMENTS, INC. FOR THE PROVISION OF WATER AND SANITARY SEWER SERVICE FOR PHASE II A OF THE COUNTRY CLUB VILLAGE ADDITION

This FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF DENTON, TEXAS AND CARMEN INVESTMENTS, INC. FOR THE PROVISION OF WATER AND SANITARY SEWER SERVICE FOR PHASE II A OF THE COUNTRY CLUB VILLAGE ADDITION (the "First Amendment") is made and entered into on the _____ day of _____, 201__ by and between Carmen Investments, Inc., a Texas corporation (the "Developer") and the City of Denton, Texas, a municipal corporation and a home-rule municipality (the "City"), located in Denton County, Texas.

RECITALS:

WHEREAS, the Developer is the owner and developer of the "Country Club Village," a development located in the City, that contains approximately 130.77 acres of land, consisting of 42.72 acres of platted land with 73 lots for Phase I and 88.05 acres of unplatted land for Phases 2-5, and is more particularly described in **Exhibit A** which is attached hereto and incorporated herewith by reference (the "Development"); and

WHEREAS, the Developer and City entered into an agreement for the Provision of Water and Sanitary Sewer Service for Phase II A of the County Club Village Addition (Phase II A) on or about December 1, 2009, which was approved by the City Council for the City of Denton in Ordinance 2009-299 (the "Agreement"), attached hereto as **Exhibit B** and incorporated by reference herein;

WHEREAS, the Agreement originally contemplated thirty-two (32) single family residential lots on 19.533 acres for Phase II A of the Development which was incorrectly stated as 148 acres in the Agreement; ;

WHEREAS, the Developer has modified the Development and created a new Phase II A comprised of approximately six (6) lots and 2.45 acres and additional phase 2B consisting of 17 lots and 11.97 acres, phase 3A consisting of 44 lots and 21.85 acres, phase 3B consisting of 13 lots and 6.38 acres, phase 3C consisting of 34 lots and 16.21 acres, phase 4 consisting of 14 lots and 12.52 acres, and phase 5 consisting of 3 vacant lots and 9.16 acres, as reflected in **Exhibit A**; and

WHEREAS, in 2013 the City revised its Water and Wastewater Impact Fees codified in Chapter 26 of the Code of Ordinances of the City of Denton and the new fee amounts will apply to newly developed lots in the Development; and

WHEREAS, most recently in 2016 the City revised its Water and Wastewater Tap Fees codified in Chapter 26 of the Code of Ordinances of the City of Denton and the new fee amounts will apply to newly developed lots in the Development; and

WHEREAS, the Parties desire to clarify the Agreement through this written First Amendment by substituting the preliminary plan in the original Agreement Exhibit A with the General Development Plan, Phasing Plan and Summary in Exhibit A attached hereto and modifying the terms as stated herein and including the current fees to all single family equivalents; and

WHEREAS, the City and the Developer have entered into this First Amendment to set forth the terms, conditions, and provisions under which the water and sanitary sewer services will be provided for this Development and the financial responsibilities of the Developer to obtain these services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the mutual promises and undertakings by the parties hereto, the sufficiency of which consideration is hereby acknowledged, the parties hereby AGREE as follows:

The Agreement is hereby amended only as noted below. All of other covenants, promises, recitals and undertakings remain valid and in full force; the Parties hereby ratifying all portions of the Agreement not revised below.

1. Paragraph 1 is deleted in its entirety and the following is substituted in its place:

Description of Developer Responsibilities. The Developer's responsibilities provided for in this Agreement, as amended, are described as follows:

A. The Developer agrees to pay for the water impact fees for the Development after the City's approval of the Final Plat but prior to the filing of the Final Plat for each phase. Payment of wastewater impact fees will be made prior to the issuance of a building permit for each lot. The total payment for water impact fees will be based on the current rate posted for Single Family Equivalent ("SFE") by City Ordinance and codified in Chapter 26 of the Code of Ordinances of the City of Denton at the time the building permit is requested for the respective lot at issue.

In the event a house is constructed on one of the lots that requires a water meter greater than a standard SFE in size (a 5/8 by ¾ inch meter), the builder will be required to pay for the additional water impact fee to upgrade to that larger water meter size and this additional water impact fee will be paid prior to the issuance of the building permit for that lot.

B. The Developer understands and will communicate to each lot owner and/or builder that normal utility fees that are charged at the time of building permitting will apply with the exception of the water impact fee that was paid by the

Developer prior to the City filing the Final Plat. These fees payable at the time of building permit would include the following:

Water meter setting fees at the then current rate posted by City Ordinance.

Wastewater impact fees at the current rate established by City Ordinance based upon the filing date of the Final Plat for each phase.

C. The Developer will be charged standard tap fees for installation of all water and sanitary sewer services for the development at the current rate established by City Ordinance and codified in Chapter 26 of the Code of Ordinances of the City of Denton.

These tap fees will be paid by the Developer after the City's approval but prior to the City's filing of the Final Plat for each phase.

SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed by their respective duly-authorized officials and officers on this the _____ day of _____, 201__.

"CITY"

THE CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____
TODD HILEMAN
City Manager

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY

By: _____

"DEVELOPER"
By: Carmen Investments, Inc.
A Texas company

BY:_____
Name: Roy C. Brock
Title: President

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me, on this _____ day of _____, 2017, by Todd Hileman, City Manager of the City of Denton, Texas, a Municipal Corporation, on behalf of the same.

[L.S.]

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§.
COUNTY OF DALLAS §

This instrument was acknowledged before me, the undersigned authority on this _____ day of _____, 2017, by Roy C. Brock, the President of Carmen Investments, Inc., a Texas corporation, acting on behalf of Carmen Investments, Inc.

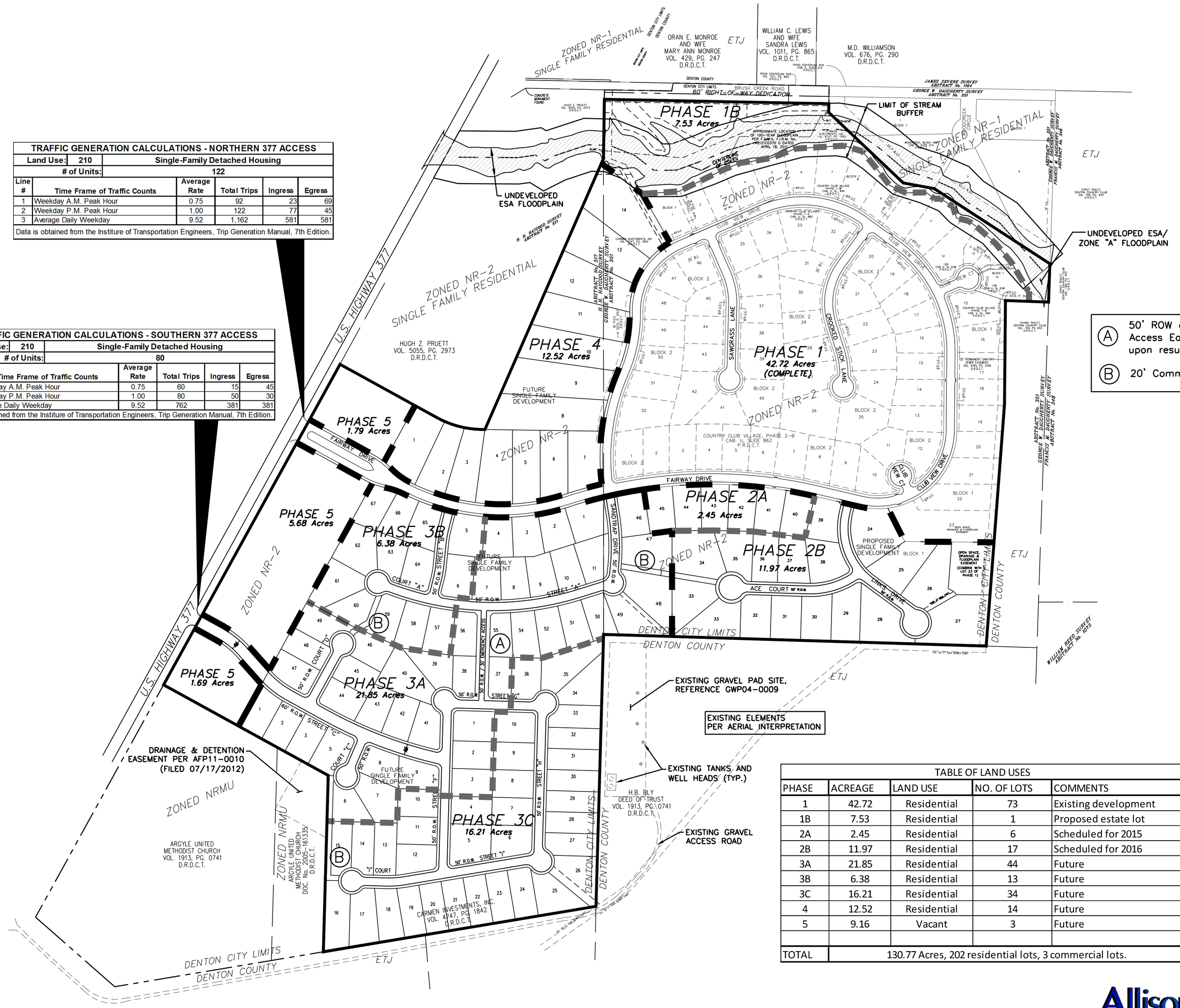
[L.S.]

_____
Notary Public in and for the State of Texas

EXHIBIT A

TRAFFIC GENERATION CALCULATIONS - NORTHERN 377 ACCESS					
Land Use:	210	Single-Family Detached Housing			
# of Units:		122			
Line #	Time Frame of Traffic Counts	Average Rate	Total Trips	Ingress	Egress
1	Weekday A.M. Peak Hour	0.75	92	23	69
2	Weekday P.M. Peak Hour	1.00	122	77	45
3	Average Daily Weekday	9.52	1,162	581	581
Data is obtained from the Institute of Transportation Engineers, Trip Generation Manual, 7th Edition.					

TRAFFIC GENERATION CALCULATIONS - SOUTHERN 377 ACCESS					
Land Use:	210	Single-Family Detached Housing			
# of Units:		80			
Line #	Time Frame of Traffic Counts	Average Rate	Total Trips	Ingress	Egress
1	Weekday A.M. Peak Hour	0.75	60	15	45
2	Weekday P.M. Peak Hour	1.00	80	50	30
3	Average Daily Weekday	9.52	762	381	381
Data is obtained from the Institute of Transportation Engineers, Trip Generation Manual, 7th Edition.					

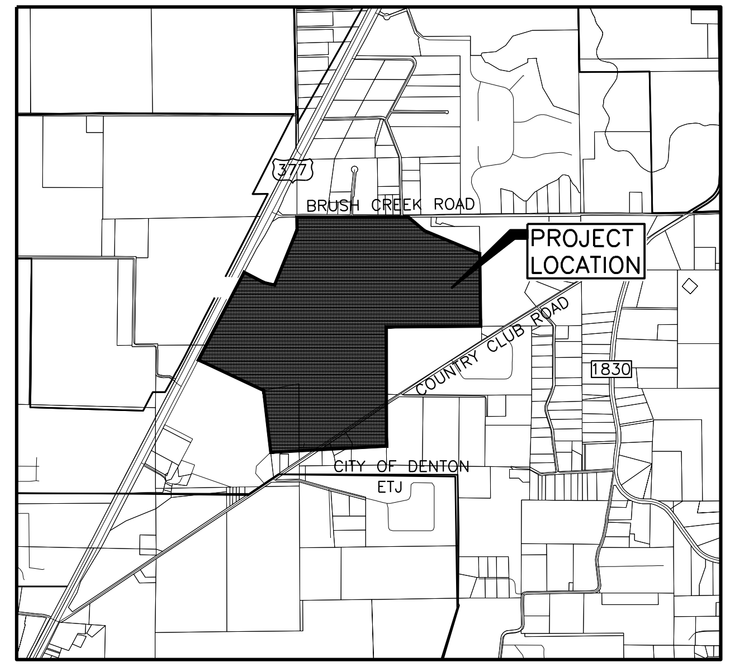


A — 50' ROW or 30' Emergency Access Easement, depending upon results of TIA.

B — 20' Common Area & P.U.E.

0 100 200 400

SCALE: 1"=200'



VICINITY MAP
SCALE: 1" = 2000'

TABLE OF LAND USES				
PHASE	ACREAGE	LAND USE	NO. OF LOTS	COMMENTS
1	42.72	Residential	73	Existing development
1B	7.53	Residential	1	Proposed estate lot
2A	2.45	Residential	6	Scheduled for 2015
2B	11.97	Residential	17	Scheduled for 2016
3A	21.85	Residential	44	Future
3B	6.38	Residential	13	Future
3C	16.21	Residential	34	Future
4	12.52	Residential	14	Future
5	9.16	Vacant	3	Future
TOTAL	130.77 Acres, 202 residential lots, 3 commercial lots.			

LEGEND

GENERAL DEVELOPMENT PLAN BOUNDARY

PHASE LINES

SUB-PHASE LINES

GENERAL DEVELOPMENT PLAN NOTES:

1. Acceptance of the drainage features identified on the General Development Plan are subject to change during the plat process and do not constitute subsequent approval of same. The City reserves the right to require additional data or studies to ensure compliance with City of Denton Subdivision and Land Regulations, Drainage Design Criteria and Comprehensive Master Plan.
2. Developments that will generate over 1,000 vehicle trips per day or more than 100 vehicle trips per peak hour as determined during the general development plan, preliminary or final plat review, must submit a Traffic Impact Analysis (TIA), for the entire development, prior to a Final Plat submission. NOTE: A STUDY WAS SUBMITTED WITH PHASE I FOR THE ENTIRE PROJECT AREA.
3. All future preliminary and final plats, within the limits of the General Development Plan, must conform to the General Development Plan.
4. Planning Department has determined that Plat & Lease Documents satisfy the requirements of the DDC, Section 35.16.7.F. (Reference GWP04-0009 regarding gas well operator approval).
5. Gas Well Development Director has confirmed that reverse setback requirements do not apply to the gas well located outside of City limits.
6. Property owner and home buyer notification will be accomplished in accordance with DDC 2015-233, Section 35.16.7.E.
7. Lot lines depicted on this GDP are general in nature and represent general design intent. Future preliminary and final plats will dedicate final lots.
8. TIA required at time of platting any phase after Phase 2.

EMERGENCY ACCESS NOTES:

1. PHASE 2 – REQUIRES TEMPORARY EMERGENCY ACCESS ROAD (SEE SHEET 6)
2. PHASE 3 – ABANDON TEMPORARY EMERGENCY ACCESS ROAD

ESA NOTES:

1. Floodplain ESA has been revised per FEMA maps.
2. Phase 1 is platted and homes are already constructed.
3. BFE & minimum floor elevations will be established for Phase 1B at time of platting.
4. Flood plains, drainage easements, and base flood elevations will be established as required with phases during the platting process.
5. Stream buffer is based upon field survey.
6. Lots along FEMA floodplain are already platted, minimum FF floor elevations established, and most constructed on.

OWNER:
CARMEN INVESTMENTS, INC.
P.O. BOX 517
COPPELL, TX 75019
PH: (972) 462-1723
CONTACT: TIM HOUSE

Allison Engineering Group
Planning Communities-Designing the Systems that Serve Them
4401 N. I-35, SUITE 102
DENTON, TEXAS 76207
Phone (940) 380-9453
FAX (940) 380-9431
Texas Board of Professional Engineers Registration Number: F-7898
info@ae-grp.com

GENERAL DEVELOPMENT PLAN
PHASING PLAN & SUMMARY
FOR
COUNTRY CLUB VILLAGE, PHASES 1-5
BEING
130.77 ACRES
42.72 ACRES PLATTED, 88.05 ACRES UNPLATTED
SITUATED IN THE
GEORGE W. DAUGHERTY SURVEY, ABSTRACT No. 351
CITY OF DENTON, DENTON COUNTY, TEXAS

March 29, 2016

CITY PROJECT NO. GDP15-0002

Exhibit B

ORDINANCE NO. 2009-299

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF DENTON, TEXAS AND CARMEN INVESTMENTS, INC. FOR THE PROVISION OF WATER AND SANITARY SEWER FACILITIES FOR PHASE II A OF THE COUNTRY CLUB VILLAGE ADDITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton, Texas and Carmen Investments, Inc., a Texas Corporation have entered into an Agreement considering the relevant circumstances and providing for the costs, duties and responsibilities of the parties regarding the mutual obligations of the parties regarding the furnishing of water and sewer facilities regarding a certain thirty-two (32) lot, 19.533 acre residential subdivision located within City of Denton, commonly known as the "Country Club Village Addition, Phase II A;" and

WHEREAS, the City believes that the Agreement is in the best interests of the City and provides for the measured water and sewer growth of a new development in the City of Denton, and that a valid governmental purpose is served by said Agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Mayor is hereby authorized to execute, on behalf of the City Council of the City of Denton, Texas, the "Agreement by and Between the City of Denton, Texas and Carmen Investments, Inc., for the Provision of Water and Sanitary Sewer Facilities for Phase II A of the Country Club Village Addition;" which Agreement is attached hereto as Exhibit "A" and is incorporated by reference herein.

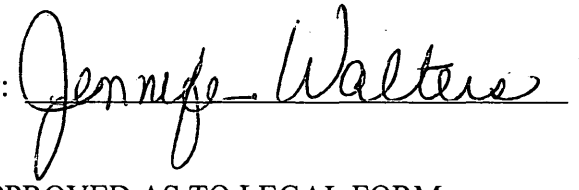
SECTION 2. The City Manager shall have the authority to expend funds that are necessary to perform this Agreement.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

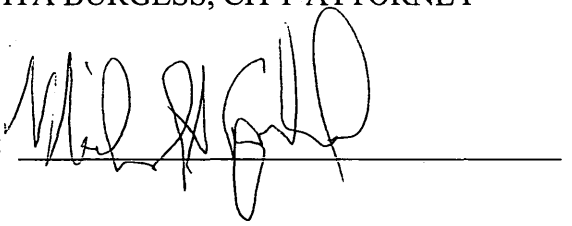
PASSED AND APPROVED this the 1st day of December, 2009.

MARK A. BURROUGHS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: 

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By: 

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

AGREEMENT BY AND BETWEEN THE CITY OF DENTON, TEXAS AND CARMEN INVESTMENTS, INC. FOR THE PROVISION OF WATER AND SANITARY SEWER SERVICE FOR PHASE II A OF THE COUNTRY CLUB VILLAGE ADDTION

THIS AGREEMENT (the "Agreement") is made and entered into on the 1st day of December, 2009 by and between Carmen Investments, Inc., a Texas Corporation (the "Developer") and the City of Denton, Texas, a municipal corporation and a home-rule municipality (the "City"), located in Denton County, Texas.

RECITALS:

WHEREAS, the Developer is the owner and developer of the "Country Club Village," a development located in the City, that contains approximately 148 acres of land, and is more particularly described in Exhibit "A" which is attached hereto and incorporated herewith by reference (the "Development"); and

WHEREAS, the Developer has installed certain off-site and on-site water line and sanitary sewer line facilities needed to provide service for the first phase of the development referred to as "Phase I"; and

WHEREAS, the Developer wants to proceed forward with the development and platting of a smaller second phase of the development referred to as "Phase II A" containing an additional thirty-two (32) single family residential lots on 19.533 acres; and

WHEREAS, both the Developer and the City understand that available water supply capacity within the City's water transmission system in the area of the proposed development is very limited; and

WHEREAS, the City has sufficient water supply capacity available to serve the development in the next several years but needs additional water supply capacity in this area to support existing development obligations that are not currently connected to the water system; and

WHEREAS, the City plans to build additional water supply capacity to this area in the next several years and plans to fund these capital improvements through a combination of water impact fees, developer exactions, and utility rate revenues and/or bonds; and

WHEREAS, the size and location of this development makes it financially prohibitive for the Developer to extend additional water supply capacity to provide service to this new phase of the development; and the Developer and the City wants to provide an equitable solution that

allows for the development and platting of a smaller second phase of the development referred to as "Phase II A" containing an additional thirty-two (32) single family residential lots; and

WHEREAS, additionally, the existing on-site water lines and sanitary sewer lines installed for the Phase I development are adequate to provide water and sanitary sewer services to the Phase II A development but were installed under the existing street pavement for the Phase I development, and no provisions were made to install water and sanitary sewer services for the Phase II A development; and

WHEREAS, it is current City practice to require the Developer of single-family residential developments to provide for the installation of water and sanitary sewer services for each lot and the City has designed a plan to have these water and sanitary sewer services installed while minimizing the number of street pavement cuts to the maximum extent practical; and

WHEREAS, the City and the Developer have entered into this Agreement to set forth the terms, conditions, and provisions under which the water and sanitary sewer services will be provided for this particular phase of the development and the financial responsibilities of the Developer to obtain these services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the mutual promises and undertakings by the parties hereto, the sufficiency of which consideration is hereby acknowledged, the parties hereby AGREE as follows:

1. Description of Developer's Responsibilities. The Developer's responsibilities provided for in this Agreement are described as follows:

A. The Developer agrees to pay for the water impact fees for the Phase II A development after the City's approval of the Final Plat but prior to the filing of the Final Plat. Payment of wastewater impact fees will be made prior to the issuance of a building permit for each lot. The total payment for water impact fees will be in the following amount:

32 residential lots @ $ 4,000.00 per SFE (Single Family Equivalent) = $128,000

In the event a house is constructed on one of the lots that requires a water meter greater than a standard SFE in size (a 5/8 by ¾ inch meter), the builder will be required to pay for the additional water impact fee to upgrade to that larger water meter size and this additional water impact fee will be paid prior to the issuance of the building permit for that lot.

B. The Developer understands and will communicate to each lot owner and/or builder that normal utility fees that are charged at the time of building permitting will apply with the exception of the water impact fee that was paid by the Developer prior to the City filing the Final Plat for the Country Club Village Addition Phase II A. These fees payable at the time of building permit would include the following:

--Water meter setting fees at the then current rate posted by City Ordinance.

--Wastewater impact fees at the current rate established by City Ordinance based upon the filing date of the Final Plat for the Country Club Village Addition, Phase II A.

B. The Developer will be charged standard tap fees for installation of all water and sanitary sewer services for the development in the total amounts listed below:

Water Service Tap Fees:	$ 34,510.00
Sanitary Sewer Tap Fees:	$ 35,650.00

These tap fees will be paid by the Developer after the City's approval but prior to the City's filing of the Final Plat for the Country Club Village Addition, Phase II A.

2. Description of City's Responsibilities. The City's responsibilities provided for in this Agreement are described as follows:

A. The City is responsible for the installation of all water and sanitary sewer service lines to provide water and sanitary sewer service for each residential lot in the "Phase II A" project. The City will install these services to minimize the number of street pavement cuts to the maximum extent practical and will provide a combination of single 1-inch and dual 2-inch services for water service and a combination of single 4-inch and dual 6-inch services for sanitary sewer service to each lot. Dual water and sanitary sewer services are not standard practice for services to new residential developments but are being used wherever possible to help reduce the number of pavement cuts necessary to serve each lot within the "Phase II A" development.

3. Notices. Any notice, demand or other communication required or permitted to be delivered hereunder (other than invoices to be delivered as hereinafter described) shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to each respective party, or sent via facsimile to the fax number set forth for each party at the time indicated on the confirmation of transmission generated by the sender's electronic equipment, as follows:

If to the City:

City of Denton, Texas
901 A Texas Street
Denton, Texas 76209
Attention: Timothy Fisher
Assistant Director of Water Utilities
Fax No.: (940) 349-8951

With a copy to:

City of Denton, Texas
901 A Texas Street
Denton, Texas 76209
Attention: Jim Coulter
Director of Water Utilities
Fax No.: (940) 349-8951

City of Denton, Texas
215 East McKinney Street
City Hall
Denton, Texas 76201
Attention: George C. Campbell, City Manager

If to the Developer:

Carmen Investments, Inc.
13069 St. John Rd.
Pilot Point, Texas 76258
Attention: Roy C. Brock
President
Fax No.: (940) 323-0209
Email: lynn@carmenhomes.com

With copies to:

Carmen Investments, Inc.
240 McMakin Rd.
Double Oak, Texas 75077
Attention: Tim House
Email: bluepup94@verizon.net

The parties hereto may change their respective notice addresses for all communications and invoices, by a written notice delivered to the other party, in accordance with the terms of this Section 3.

4. Time is of the Essence. Time is of the essence in the performance of obligations under this Agreement.

5. Governing Law and Regulatory Authority. This Agreement was executed in the State of Texas and shall be governed by, construed, interpreted, and enforced all in accordance with the laws of the State of Texas. All obligations of the parties created under this Agreement are fully performable in Denton County, Texas. The parties agree that exclusive venue for any lawsuit enforcing or interpreting any of the rights and obligations, or for any other cause of action arising under this Agreement, shall be a court of competent jurisdiction in Denton County, Texas.

6. Entirety of Agreement. This Agreement constitutes the sole and entire agreement and understanding between the City and the Developer. Neither party hereto is bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature, whether written or oral, with regard to the subject matter hereof not set forth or provided or herein. This Agreement replaces all prior agreements and undertakings between the parties hereto with regard to the subject matter hereof. It is expressly agreed that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

7. Force Majeure. The City and the Developer shall not be in default or otherwise liable for any delay in, or failure of performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy or terrorism, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by another third party or such other third parties employees, or agents. However, the lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

8. Severability. If any term or provision of this Agreement is held by a court to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each illegal, invalid or

unenforceable term or provision there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

9. Attorney's Fees. Should either Party to this Agreement commence legal proceedings against the other to enforce the terms and provisions of this Agreement, the Party who does not substantially prevail in the proceeding(s) shall pay a reasonable amount of attorney's fees and expenses (including, but not limited to expert witness fees and deposition expenses) incurred by the substantially prevailing Party.

10. Amendment. This Agreement may be amended only upon the mutual agreement of both of the Parties hereto, which amendment shall not be effective until it is reduced to writing and authorized and executed by the Parties.

11. Assignability. The City and the Developer agree that this Agreement may not be assigned without the prior written consent of the other party due to the special covenants, nature, and subject matter of this Agreement; provided, however, Developer shall have the option to assign this Agreement or any part of this Agreement or any right, title or interest of Developer under this agreement to a (a) any person or entity (Developer Assignee"); provided that the creditworthiness of the proposed Developer Assignee is equal to or greater than that of the Developer; or (b) any lender providing refinancing for the acquisition and/or development of the Development in whole or in part, upon the written consent of the City provided:

(a) The assignment is in writing, executed by Developer and the Developer Assignee following the advance written consent of the City; and
(b) The assignment incorporates this Agreement by reference and fully binds the Developer Assignee to perform (to the extent of the obligations assigned) in accordance with this Agreement; and
(c) A copy of the executed assignment is provided to all parties.

From and after the effective date of any assignment by the Developer, the City agrees to look solely to the Developer Assignee for the performance of the obligations assigned, provided, however, no assignment by Developer shall release Developer from any liability to the City that arose from an event of default by Developer (or from any failure by Developer which, if not cured, would constitute an event of default) that occurred prior to the effective date of the assignment. Each Developer assignee shall become a party to this Agreement when a copy of the executed assignment has been provided to all of the parties.

12. No Waiver. The failure of the City or the Developer to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

13. No Third-Party Beneficiaries. This Agreement is not intended to, and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons,

corporations, associations, or entities other than the Parties hereto and their permitted successors-in-interest; and the obligations herein undertaken and assumed are solely for the use and benefit of the Parties, their successors-in-interest, and any permitted assigns pursuant to the terms and provisions of this Agreement.

14. Paragraph Headings and Construction of Agreement. The descriptive headings of the various articles and sections of this Agreement have been inserted for the convenience of reference only, and are to be afforded no significance in the interpretation or construction of this Agreement. Both Parties hereto have participated in the negotiation and preparation of this Agreement, which shall not be construed either more or less strongly against or for either Party.

15. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

16. Exhibits. All Exhibits to this Agreement are incorporated herewith by reference for all purposes, wherever reference is made to the same.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

18. Multiple Counterparts. This Agreement may be executed in four (4) original counterparts, each of which is deemed an original, but all of which constitute but one and the same instrument

19. Authority. The City represents that this Areement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meetings and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that that the individual executing this Agreement on behalf of the City has been authorized to do so. Developer represents that this Agreement has been approved by appropriate action of Developer and that the individuals executing this Agreement on behalf of Developer have been authorized to do so.

SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly-authorized officials and officers on this the 1st day of December, 2009.

"CITY"

THE CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____
GEORGE C. CAMPBELL
City Manager

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: Jennifer Walters

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By: _____

"DEVELOPER"

CARMEN INVESTMENTS, INC.
A TEXAS CORPORATION

By: Roy C Brock
ROY C. BROCK
President

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me, on this 1st day of December, 2009, by George C. Campbell, City Manager of the City of Denton, Texas, a Municipal Corporation, on behalf of the same.

[L.S.]

JENNIFER K. WALTERS
Notary Public, State of Texas
My Commission Expires
December 19, 2010

Jennifer K. Walters
Notary Public in and for the State of Texas

STATE OF TEXAS §
§.
COUNTY OF DENTON §

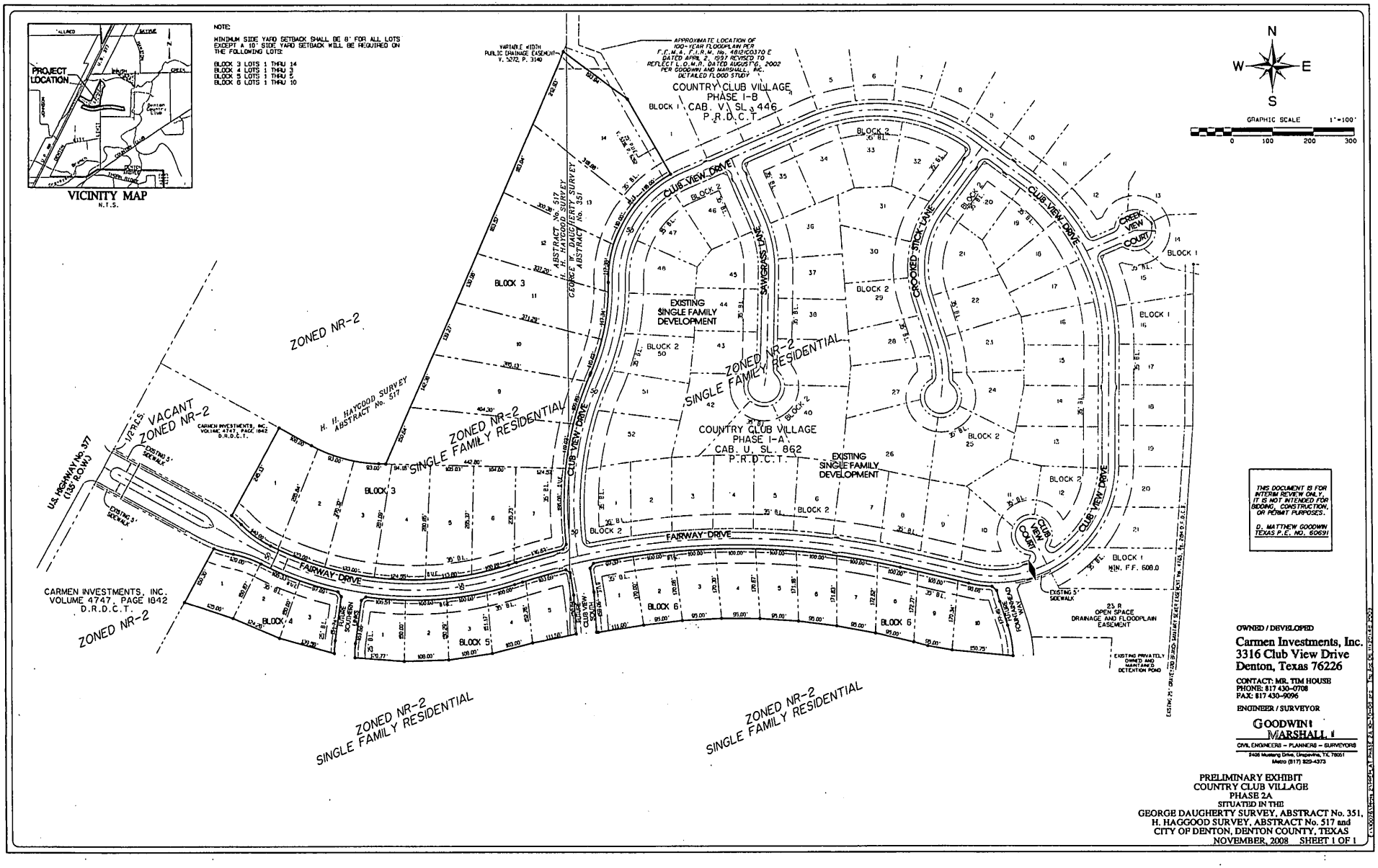
This instrument was acknowledged before me, the undersigned authority on this 19 day of November, 2009, by Roy C. Brock, the President of CARMEN INVESTMENTS, INC., a Texas Corporation.

[L.S.]

STEPHANIE M. YOUNG
MY COMMISSION EXPIRES
December 2, 2010

Stephanie M. Young
Notary Public in and for the State of Texas

EXHIBIT A



OWNED / DEVELOPED
Carmen Investments, Inc.
3316 Club View Drive
Denton, Texas 76226
CONTACT: MR. TIM HOUSE
PHONE: 817 430-0708
FAX: 817 430-9096

ENGINEER / SURVEYOR
GOODWIN MARSHALL
CIVIL ENGINEERS – PLANNERS – SURVEYORS
5405 Mustang Drive, Grapevine, TX, 76051
Metro (817) 329-4373

PRELIMINARY EXHIBIT
COUNTRY CLUB VILLAGE
PHASE 2A
SITUATED IN THE
GEORGE DAUGHERTY SURVEY, ABSTRACT No. 351,
H. HAGGOOD SURVEY, ABSTRACT No. 517 and
CITY OF DENTON, DENTON COUNTY, TEXAS
NOVEMBER, 2008 SHEET 1 OF 1