

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is entered into between TX Legacy Denton, LP, a Texas limited partnership (the "Developer") and the City of Denton, a Texas home-rule municipal corporation (the "City") as of the Effective Date as provided below.

Introductory Provisions

Developer is the owner of and is currently developing a portion of a 16.109-acre, more or less, tract of land for residential use known as Legacy Multi-Family Development which is located in the M. Forrest Survey, Abstract 0417, City of Denton, Denton County, Texas (the "Project"). The Project will include two hundred sixty-four (264) multifamily units.

The City owns property (the "City Property") directly to the south of the Project. A condition within the Specific Use Permit made part of Ordinance No. S20-0008b, passed and approved unanimously by the Mayor and City Council of Denton on May 4, 2021, ("SUP"), which SUP is incorporated herein by reference, requires in part that the Developer provide a trail connection in the Project to the City Property.

Pending approval by the City, the Project includes a green space consisting of 3.72 acres, more or less, (the "Easement Property") out of which Developer desires to grant a Public Access Easement to the City in fulfillment of the SUP's connection requirement. The Easement Property will give the City the right for the benefit of the general public to enter upon the Easement Property to construct and maintain recreational trails and other improvements for use as a public linear park. Developer will convey the easement to City via an Easement Agreement approved by City and substantially in the form attached hereto as Exhibit A.

Furthermore, Developer will grant the City a Temporary Construction Easement substantial in the form attached hereto as Exhibit B solely for the purpose of allowing the City access to the Easement Property from the City Property during the initial installation of the improvements to the Easement Property.

The amount of park land dedication required by Chapter 22, Article III, Section 22-37 of the City's Code of Ordinances for the Project is 1.188 non flood plain acres or 3.564 flood plain acres. The fees in lieu of land dedication total \$70,592.83. (the "Park Land Dedication Requirement");

The park development fees required by Chapter 22, Article III, Section 22-39 of the City's Code of Ordinances for the Project total \$49,368.00 (the "Park Development Fees Requirement"); and

Developer and the City enter into this Agreement to confirm their agreement concerning (a) the Developer's granting of a Public Access Easement, (b) the Developer's granting of a Temporary Construction Easement, (c) the acknowledgement of the maintenance agreement between the City and Developer, (d) the understanding that Developer will pay the park land dedication fees & park development fees as required in Section 22-37 & 22-39 of the City's Code of Ordinances.

A. Agreements

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Public Access Easement

Developer will grant to City a blanket access easement across the Easement Property via an easement agreement approved by the City and substantially in the form of Exhibit A, which shall be recorded in the Deed Records of Denton County, Texas upon final execution. The access easement is solely for use as a public linear park, including as a main feature of the Easement Property a pedestrian and bicycling trail (the "Recreation Trail"), which Recreation Trail shall be 10-foot-wide, with a 10-foot-wide buffer adjacent to each side of the Recreation Trail, for a total width of 30 feet. Developer shall abstain from erecting any gates, fences, or other obstacles that would prevent City or the public from using the Trail Easement.

2. Temporary Construction Easement

Developer will grant to City a temporary construction easement across the Easement Property for the purpose of constructing the Recreation Trail and related improvements. Developer will grant the construction easement via an easement agreement approved by the City and substantially in the form of Exhibit B, which shall be recorded in the Deed Records of Denton County, Texas upon final execution.

3. Master Plan Improvements.

Developer and City have worked and agree to continue working cooperatively with one another to produce an agreed-upon Conceptual Master Plan for the Recreation Trail, which Conceptual Master Plan in its current form is attached hereto as Exhibit C.

4. Maintenance of Public Access Easement

Developer and City agree that the maintenance of the Easement Property will be governed by the Public Access Maintenance Requirements, attached hereto as Exhibit D, the terms of which include that the City will only be responsible for the maintenance of the Easement Property made part of the Recreation Trail and that the Developer will be responsible for maintenance of all Easement Property outside the Recreation Trail.

5. Park Land Dedication Requirement, Park Development Fees Requirement, and Reimbursement

Developer understands and agrees that Developer shall be liable for and shall pay all fees required by the Park Land Dedication Requirement and the Park Development Fees Requirement in satisfaction of the City's Code of Ordinances Sections 22-37 and 22-39. Developer shall pay a fee to the City of \$70,592.83 in lieu of the Park Land Dedication Requirement. City may withhold release of the Final Plat for recording until Developer has paid all fees made part of the Park Land Dedication Requirement. The total fees made part

of the Park Development Fees Requirement equal \$49,368.00 and shall be imposed at the time of building permit application and City will not issue building permits for the Project until Developer has paid the park development fees in full.

6. Park Name

The naming of the Easement Property will be directed by Resolution Number R20-1001, as amended, which outlines the naming policy guidelines for City buildings, facilities, land, or any portion thereof.

7. Waivers. The parties hereby agree:

A. Developer and its related entities, successors, and assigns release and discharge the City, its past and present employees, officers, council members, attorneys, and other agents, contractors, and representatives from any and all claims, demands, controversies, and causes of action for breach of contract, takings, exactions, claims under Texas Local Government Code Chapter 395, and claims under the Private Real Property Rights Preservation Act, Texas Government Code Chapter 2007, and all claims for reimbursements and monies that relate to this Agreement.

B. The City acknowledges and agrees that the City is receiving rights to the Easement Property in lieu of dedication by Developer of any portion of the Project or Easement Property to the City. As further consideration under this Agreement and as an inducement to the City for entering this Agreement, Developer shall accept those determinations made by the parks and recreation department of the City as they pertain to the Easement Property's compliance with Article III, Chapter 22, of the City's Code of Ordinances, and waives any right to appeal such determinations to the City Council pursuant to Section 22-42 of the City's Code of Ordinances.

8. **City Indemnification. DEVELOPER SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST: (I) ANY ADMINISTRATIVE OR INVESTIGATIVE PROCEEDING BY ANY GOVERNMENTAL AUTHORITY DIRECTLY OR INDIRECTLY RELATED TO A CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, ARISING FROM DEVELOPER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; (II) ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY CONTESTS OR CHALLENGES THE LEGAL AUTHORITY OF THE CITY OR DEVELOPER TO ENTER INTO THIS AGREEMENT; (III) ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION BROUGHT BY AN ASSIGNEE OF DEVELOPER RELATED TO APPROVAL OF AN ASSIGNMENT BEING WITHHELD BY THE CITY; AND (IV) ANY AND ALL LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCUR AS A RESULT OF ANY ACTION OR OMISSION OF INDEMNITEES PURSUANT**

TO THIS AGREEMENT; PROVIDED, HOWEVER, THAT DEVELOPER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR THE BREACH BY THE CITY OF THIS AGREEMENT.

9. Insurance. The Developer agrees to maintain Developer's typical policy or policies of insurance for the Project to include coverage for the Easement Property not made part of the Recreation Trail. The City agrees to maintain City's typical policy or policies of insurance for City parks as it pertains to the Recreation Trail and to include Developer as an additional insured. The City further agrees to add an endorsement to any policy covering the Recreation Trail to the effect that the issuer waives any claim or right of subrogation to recover against Developer or Developer's Parties.

B. Miscellaneous

1. This Agreement contains the full and complete agreement of the parties hereto, and all prior negotiations and agreements pertaining to the subject matter hereof are expressly merged in this Agreement. Each party hereto disclaims any reliance on any facts, promises, undertakings, or representations (oral or written) made by any other party, or his agent or attorneys, prior to or contemporaneous to the date of execution of this Agreement.
2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
3. All parties acknowledge that this Agreement is the result of substantial negotiation between the parties. All parties further acknowledge that each party and its legal counsel have reviewed, revised, and contributed to this Agreement; so that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, nor any amendments or exhibits thereto.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

To City:

City Manager
City of Denton
City Hall
215 E. McKinney
Denton, Texas 76201

To Developer:

Melissa Fisher
TX Legacy Denton, LP
16812 Dallas Parkway
Dallas, Texas 75248

6. This Agreement shall be construed under the laws of the State of Texas and is fully performable in Denton County, Texas. Exclusive venue for any suit to enforce the terms and conditions of this Agreement shall be a court of competent jurisdiction in Denton County, Texas.
7. This Agreement may be executed in multiple counterparts, by one or more signatories, separately and each of such counterparts shall be deemed an original for all purposes, and all such signed counterparts shall constitute but one and the same instrument.

Signed to be effective the ____ day of _____, 2022 (the "Effective Date").

[signatures on following page]

DEVELOPER

TX Legacy Denton, LP, a Texas limited partnership

By: 
Melissa Fisher, managing member of the General Partner


CITY OF DENTON

By: _____
Sarah Hensley
City Manager
215 E. McKinney
Denton, Texas 76201

ATTEST:
ROSA RIOS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By:  _____
Digitally signed by Scott
Bray
Date: 2022.05.20 14:06:26
-05'00'

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


Gary Packan, Director, Parks and Recreation

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The foregoing Development Agreement was executed before me on the ____ day of _____, 2022 by Sarah Hensley, City Manager of the City of Denton, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Notary Public

Printed Name
My commission expires: _____
My commission is in _____ County.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The foregoing Development Agreement was executed before me on the 24 day of May, 2022 by Melissa Fisher, managing member of the General Partner of TX Legacy Denton, LP, a Texas limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Grace Marie Griffin
Notary Public

Grace Marie Griffin
Printed Name
My commission expires: 01/21/2026
My commission is in Dallas County.

Exhibit A

Public Access Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC ACCESS EASEMENT

STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON §

THAT **TX Legacy Denton, LP** (collectively "Grantor"), a Texas limited partnership whose mailing address is 16812 Dallas Parkway, Dallas, Texas 75248, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the **City of Denton**, a Texas municipal corporation, receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and does by these presents GRANT, BARGAIN, SELL and CONVEY unto the City of Denton ("Grantee") a perpetual public access easement (the "Easement") in, along, upon, under, over and across the following described property, owned by Grantor, and situated in Denton County, Texas, located in the Moreau Forest Survey, Abstract Number 417, commonly known as 4298 E. McKinney Street, Denton, Texas 76208]:

**EASEMENT AREA DESCRIBED IN EXHIBIT "A",
ATTACHED HERETO AND MADE A PART HEREOF**

For the following purposes:

For use by the public for the purpose of walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using recreational trails on the areas clearly marked for public trails, and for use by Grantee for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal, public use, and patrol of clearly marked public recreational trail facilities, public trail materials, and related appurtenances, equipment, and signage.

This Easement is subject to the following:

1. Structures. No buildings, fences, structures, signs, facilities, improvements or obstructions of any kind, or portions thereof, shall be constructed, erected, reconstructed or placed along, upon, over or across the Easement that would prevent Grantee or the public from using the Easement for the purposes described herein. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may remove from the Easement such buildings, fences, structures, signs, facilities, improvements and other obstructions that would

prevent Grantee or the public from using the Easement for the purposes described herein and dispose of any such buildings, fences, structures, signs, facilities, improvements or obstructions in any manner it deems appropriate without liability to Grantee.

2. Access. For the purpose of exercising and enjoying the rights granted herein, the Grantee and the public shall have access to the Easement by way of adjacent public property or right-of-way.

3. Trees and Landscaping. No shrub or tree shall be planted that may encroach upon the Easement or prevent Grantee or the public from using the Easement for the purposes described herein. Grantee may cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may overhang upon the Easement without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

4. Trail Markers. Grantor further grants to Grantee the right to mark the location and area of the recreational public trails and associated facilities on the Easement by suitable markers set in the ground; provided that such markers shall be placed in other locations which will not interfere with any reasonable use Grantor shall make of the Easement.

5. Grantor's Rights. Grantor shall have the right, subject to the restrictions contained herein, to make use of the Easement for any purpose that does not interfere with the City's rights granted to it herein for the purposes granted.

6. Successors and Assigns. This grant and the provisions contained herein shall constitute covenants running with the land and shall be binding upon the Grantor and Grantee, and their heirs, successors and assigns.

7. Term. Except as otherwise noted, the easements, rights, and privileges granted herein shall be perpetual.

TO HAVE AND TO HOLD unto the said City of Denton as aforesaid for the purposes aforesaid the premise above described.

Witness our hands, this the _____ day of _____, 2022.

Grantor:
TX Legacy Denton, LP

By: _____
Melissa Fisher, managing member of the General Partner

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Melissa Fisher, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____ 20__.

Notary Public, State of _____
My commission expires: _____

UPON FILING RETURN TO:
City of Denton-Real Estate
Attn: DeAnna Cody
401 N. Elm Street
Denton, TX 76201

Exhibit A

**LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT**

BEING a 3.7238 acre (162,207 square foot) tract of land situated in the Moreau Forest Survey, Abstract No. 417, City of Denton, Denton County, Texas; said tract being part of that tract of land described in Warranty Deed to TX Legacy Denton LP recorded in Instrument No. 2021-230818 of said Official Public Records; said tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" set for the southeast corner of said TX Legacy Denton LP tract;

THENCE following along south line of said TX Legacy Denton LP tract the following (3) three calls:

North 69°47'10" West, a distance of 169.33 feet to a 1/2-inch iron rod with cap stamped "1849" found for corner;

North 56°19'30" West, a distance of 195.33 feet to a 1/2-inch iron rod with cap stamped "1849" found for corner;

North 25°01'51" West, a distance of 364.33 feet to a point for corner;

THENCE South 87°25'48" East, departing the said south of the TX Legacy Denton LP tract, a distance of 497.40 feet to a point for corner in the east line of said TX Legacy Denton LP tract;

THENCE South 02°34'12" West, along the said east line of the TX Legacy Denton LP tract, a distance of 475.10 feet to the **POINT OF BEGINNING** and containing 162,207 square feet or 3.7238 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), with an applied combined scale factor at 1.000150630. A survey plat of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

[Signature] 5/18/22

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



**PUBLIC ACCESS EASEMENT
MOREAU FOREST SURVEY
ABSTRACT NO. 417
CITY OF DENTON,
DENTON COUNTY, TEXAS**

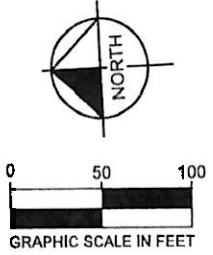
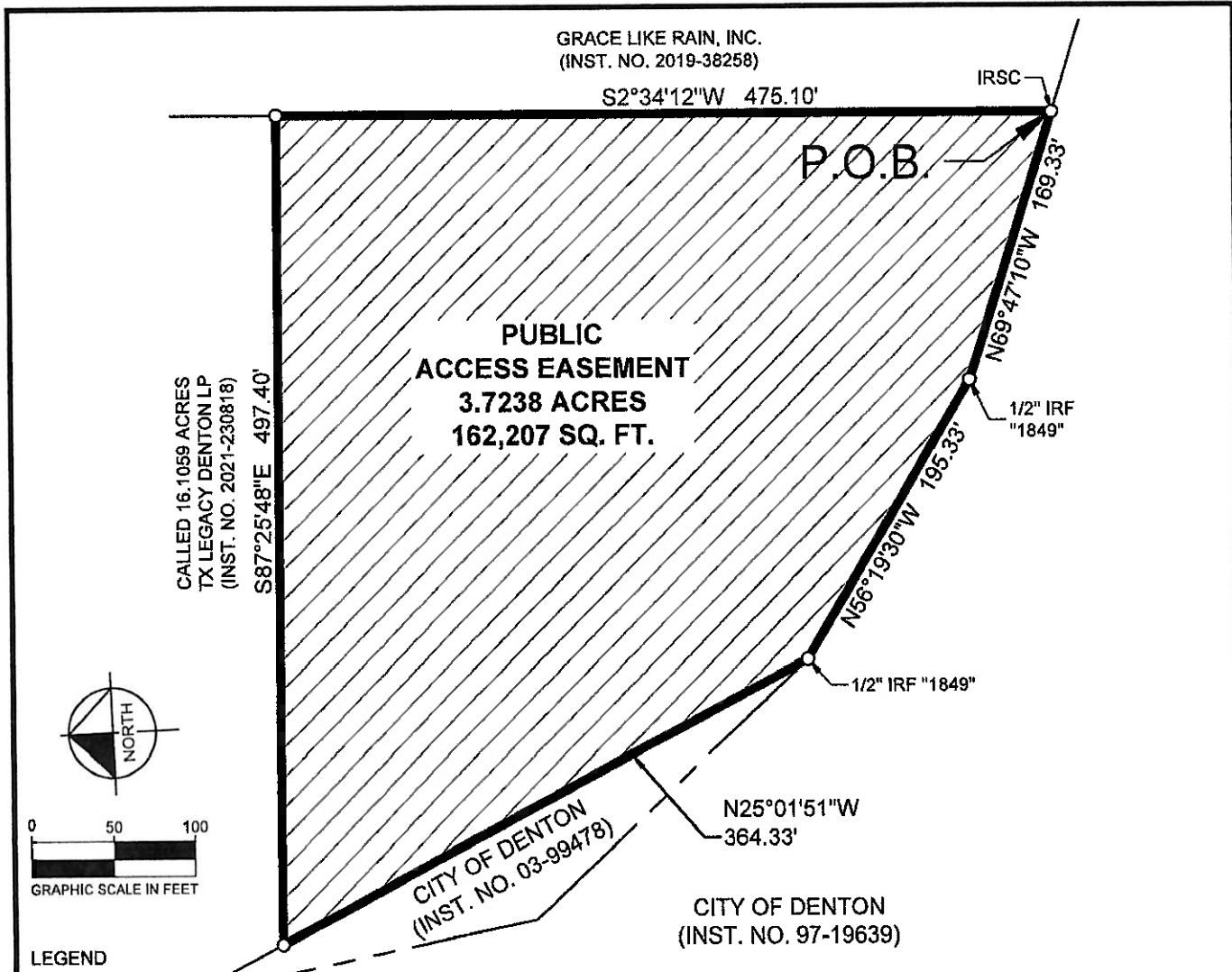
Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CDP	MCB	5/18/2022	068213059	1 OF 2

Exhibit A



LEGEND

P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 IRSC = 5/8-INCH IRON ROD WITH "KHA" CAP SET

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), with an applied combined scale factor at 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies this survey plat accurately sets out the metes and bounds of the easement tract.

[Signature] 5/18/22
MICHAEL C. BILLINGSLEY
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6558
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 michael.billingsley@kimley-horn.com



**PUBLIC ACCESS EASEMENT
 MOREAU FOREST SURVEY
 ABSTRACT NO. 417
 CITY OF DENTON,
 DENTON COUNTY, TEXAS**

Kimley»Horn
 801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CDP	MCB	5/18/2022	068213059	2 OF 2

Exhibit "B"

Temporary Construction Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT

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

That TX Legacy Denton, LP, a Texas limited partnership, the mailing address of which is 16812 Dallas Parkway, Dallas, Texas 75248, for and in consideration of the sum of Ten and No/100 Dollars (\$10.⁰⁰) and other good and valuable consideration in hand paid by the City of Denton, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto the City of Denton (“Grantee”) a temporary construction easement in, along, upon, under, over and across the following described property (the “Property”), owned by Grantor, and situated in Denton County, Texas:

**PROPERTY AREA DESCRIBED AND
DEPICTED IN EXHIBIT “A”**

ATTACHED HERETO AND MADE A PART HEREOF

It is agreed that the City of Denton, in consideration of the benefits above set out, will remove from the Property above described, such fences, signage, buildings and other obstructions as may now be found upon said Property, for the purpose of construction activities, grading activities and access in, along, upon, under and across said Property.

The City of Denton, its agents, employees, contractors, workmen, and representatives shall access the Property from City-owned property and shall have the right of ingress, egress and regress in, along, upon, under and across said Property for the purpose of construction activities or any part thereof.

The term of this grant shall commence on _____, 2022 (the “Effective Date”) and shall expire two years from the Effective Date unless extended by written agreement of the parties, which consent shall not be unreasonably withheld.

TO HAVE AND TO HOLD unto the said City of Denton as aforesaid for the purposes aforesaid the premise above described.

Witness my hand, this the _____ day of _____, 2022.

Grantor:
TX Legacy Denton, LP,
a Texas limited partnership

By: _____
Melissa Fisher, managing member of
the General Partner

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Melissa Fisher, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in the capacity and for the purpose and consideration therein expressed.

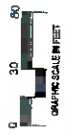
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____ 20__.

Notary Public, State of Texas

My commission expires: _____

UPON FILING RETURN TO:
City of Denton-Real Estate
Attn: DeAnna Cody
401 N. Elm Street
Denton, TX 76201

Exhibit "C"
Conceptual Master Plan



SCALE: 1" = 20'-0"

TRAIL PLAN

Exhibit "D"
Maintenance Agreement

Exhibit "D"
Public Access Easement: Maintenance Requirements

- A. Upon completion of the Recreation Trail Improvements and execution of this Agreement, the City and Developer shall, at the respective sole cost and expense of each, fully and timely perform and satisfy any and all terms, conditions, and maintenance obligations of this Agreement.
- a. Shall maintain public records of the results of the inspections, inform each other of the inspection results, and specifically indicate any corrective actions required to bring each other into compliance with the requirements of this Agreement.
 - b. The Property shall be patrolled on a regular basis, and trash and debris in and around the premises shall be removed.
 - c. Notify each other of maintenance problems that require correction.
 - d. The native areas shall be maintained to promote tree health and prevent excessive weed growth.
 - e. After significant flooding events, the Property shall be inspected, and any necessary restoration shall be completed.
- B. Developer: The responsibility of maintenance shall be the area outside of the 30-foot-wide Recreation Trail as outlined in Exhibit "D." These maintenance functions shall be regularly performed to the following minimal standard levels.
- a. The Developer will provide ordinary and ongoing maintenance to the areas outside of the Recreation Trails at a level consistent with City maintained publicly accessible parks.
 - b. If a pathway outside of the Public Access Easement exists and will lead towards the City Recreation Trail. The Developer will inspect, repair, and replace surface and base materials as necessary to keep them in a reasonably safe condition. Areas along and immediate adjacent to the trail path shall be kept free of tripping hazards. Continuous pedestrian (ADA compliant) access shall be maintained along the trail path.

MAINTENANCE FUNCTIONS SCHEDULE (If Applicable)		
MAINTENANCE FUNCTION	MAINTENANCE SERVICES	FREQUENCY
Open Space	<ul style="list-style-type: none"> • Inspect, clean, and remove all trash and debris 	As needed.
Trail Path towards City Trail	<ul style="list-style-type: none"> • Removal, repair, or replacement of pavement and base • Pedestrian Tripping Hazard Removal 	As needed. As reasonably possible
Trash/Recyclable Bins, Litter & Debris	<ul style="list-style-type: none"> • Inspect, repair and replace trash/recyclable bins. • replacement of waste bags. • Remove litter and debris. • Trail sweeping. 	1 time per week (During winter as needed)
Graffiti, Vandalism, Signs, Pet Waste Station	<ul style="list-style-type: none"> • Graffiti removal (washing, cleaning, and painting). • Vandalism removal, repair, and/or replacement. • Signs and pet waste station: Inspect, clean, paint, repair, remove, and/or replace, replacement of waste bags Within 48 hrs 	As reasonably possible As reasonably possible As needed.
Landscaping & Mowing	<ul style="list-style-type: none"> • Mowing of land • Weed Abatement (non-turf areas) • Hedging to retain and fullness of shrubs. • Trim and fertilize landscape planting. • Inspect and prune trees 	As needed As needed As needed As needed As needed
Pest Control	<ul style="list-style-type: none"> • Control flies, ants, bees, spiders, & other insects in landscaping and treatment areas. 	As needed.
Electrical & Irrigation	<ul style="list-style-type: none"> • Inspect, repair, service, or replace controllers, poles, pipes, valves, etc... 	As needed.
Emergency Repair	<ul style="list-style-type: none"> • All public safety concerns & hazard removal. 	Within 24 hours

- C. City of Denton: The responsibility of maintenance shall only be within the 30-foot-wide Recreation Trail as outlined in Exhibit "D." These maintenance functions shall be regularly performed to the following minimal standard levels.
- The City will, at all times during the term, keep and maintain, or cause to be kept and maintained, the Recreational Trails in a good state of appearance and repair. The City shall provide ordinary and ongoing maintenance to the Recreational Trails at a level consistent with City maintained publicly accessible parks.
 - The City of Denton will inspect, repair, and replace surface and base materials as necessary to keep them in a reasonably safe condition. Areas along and immediate adjacent to the trail path shall be kept free of tripping hazards. Continuous pedestrian (ADA compliant) access shall be maintained along the trail path.

MAINTENANCE FUNCTIONS SCHEDULE (If Applicable)		
MAINTENANCE FUNCTION	MAINTENANCE SERVICES	FREQUENCY
Trailside	<ul style="list-style-type: none"> Inspect, clean, and remove all trash and debris 	As needed.
Trail Path	<ul style="list-style-type: none"> Blow trail walkways. Power wash hard surfaces. Removal, repair, or replacement of pavement and base Pedestrian Tripping Hazard Removal 	As needed. Within 24 hrs
Trash/Recyclable Bins, Litter & Debris	<ul style="list-style-type: none"> Inspect, repair and replace trash/recyclable bins. replacement of waste bags. Remove litter and debris. Trail sweeping. 	1 time per week
Graffiti, Vandalism, Signs, Pet Waste Station	<ul style="list-style-type: none"> Graffiti removal (washing, cleaning, and painting). Vandalism removal, repair, and/or replacement. Signs and pet waste station: Inspect, clean, paint, repair, remove, and/or replace, replacement of waste bags 	Within 48 hrs Within 48 hrs As needed.
Landscaping & Mowing	<ul style="list-style-type: none"> Mowing of 10 ft wide buffer adjacent to each side of 10ft trail path. Weed Abatement (non-turf areas) Hedging to retain and fullness of shrubs. Trim and fertilize landscape planting. Inspect and prune trees 	7 times per year As needed As needed As needed As needed
Pest Control	<ul style="list-style-type: none"> Control flies, ants, bees, spiders, & other insects in landscaping and treatment areas. 	As needed.
Electrical & Irrigation	<ul style="list-style-type: none"> Inspect, repair, service, or replace controllers, poles, pipers, valves, etc... 	As needed.
Emergency Repair	<ul style="list-style-type: none"> All public safety concerns & hazard removal. 	Within 24 hours