

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

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE EXECUTION OF AN OPERATING AGREEMENT WITH “CRAVER RANCH MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF DENTON COUNTY”, REGARDING THE FUNDING, OWNERSHIP, MAINTENANCE, AND REPAIR OF PUBLIC IMPROVEMENTS SERVING PROPERTY LOCATED WITHIN THE “CRAVER RANCH MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF DENTON COUNTY” AND OTHER RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, all terms with initial capital letters that are not defined in the text of this Ordinance shall have the meanings given to them in the Operating Agreement attached as Exhibit “A” to this Ordinance and incorporated herein for all purposes; and

WHEREAS, on March 4, 2025, the City Council of the City of Denton (the “City”) adopted Resolution No. 25-364 (the “Support Resolution”), supporting the introduction of legislation for the creation of Craver Ranch Municipal Management District No. 1 of Denton County (the “District”); and

WHEREAS, pursuant to Article III, Section 52, Article III, Section 52-a, and Article XVI, Section 59 of the Texas Constitution, Craver Ranch Municipal Management District No. 1 of Denton County (the “District”) has been created during the 89th Regular Session of the Texas Legislature through the passage of H.B. 5658 and codified under Chapter 4020, Special District Local Laws Code (the “District Act”), and operating under Chapter 375, Local Government Code (the “MMD Act”), to include the land shown in Exhibit “A” within the City of Denton, Texas (the “City”), as a special district for the benefit of the public and for public purposes, including the acquisition, construction, improvement, financing, operation, and maintenance of water, wastewater, drainage, road, landscaping, park and recreational facilities; and

WHEREAS, the District encompasses approximately 2,499.35 acres of land (the “District Area”) as described by metes and bounds in Exhibit “A” hereto; and

WHEREAS, the District is located within the corporate limits of the City, and within Water Certificate of Convenience and Necessity No. 10195 and Sewer Certificate of Convenience and Necessity No. 20072, each issued to the City; and

WHEREAS, the District Area is not served by adequate water, wastewater, drainage, road, landscaping, park, and recreational facilities, and such facilities are not otherwise available to the District Area; and

WHEREAS, the District proposes to acquire, construct, improve, finance, maintain, and fund for the benefit of the City the Improvement Projects (as such term is defined in the Operating Agreement) to serve the area within and outside its boundaries and convey such improvements to the City on the terms and conditions as provided herein; and

WHEREAS, all Improvement Projects are intended and shall be used to serve the area within and outside the District’s boundaries after conveyance to the City; and

WHEREAS, the District proposes to maintain for the benefit of the City the Park Improvements (as such term is defined in the Operating Agreement) to serve the area within and outside its boundaries; and

WHEREAS, the District plans to proceed at the earliest possible time, in an expeditious manner, with the phased acquisition and construction of the Improvement Projects to serve all of the District Area; and

WHEREAS, the City is a municipal corporation and is operating under a home rule charter adopted under the laws of the State of Texas, and City has the power under the laws of the State of Texas to acquire, own, maintain, and operate the Improvement Projects within its boundaries; and

WHEREAS, the City recognizes the positive economic impact that development of the District Area will have through the production of new jobs, the stimulation of commercial activity, and the additional ad valorem and sales and use tax revenue generated by such development; and

WHEREAS, pursuant to the District Act, the District may contract with a governmental or private entity to carry out the acquisition, construction, financing, and maintenance of the Improvement Projects and maintenance of the Park Improvements; and

WHEREAS, pursuant to Section 4020.0402 of the District Act, the District has the authority to impose and collect an assessment against real property located in the District to finance service or improvement projects that serve the District, subject to the limitations of the District Act; and

WHEREAS, pursuant to Section 4020.0501 of the District Act, the District has the authority to borrow money for District purposes by issuing bonds, notes, or other obligations and to secure such obligations from assessments, revenue, contract payments, grants, or other district money; and

WHEREAS, pursuant to Section 4020.0503 of the District Act, the District may not issue bonds until the City has consented by ordinance or resolution to the creation of the District and to the inclusion of land in the District; and

WHEREAS, pursuant to Section 4020.0108 of the District Act, the District may not exercise any powers unless a development agreement between the City and the primary landowner in the District that establishes the standards that apply to development in the District, in addition to those contained in zoning, subdivision, and other applicable ordinances of the City, has been executed; and

WHEREAS, the Support Resolution conditions the City's adoption of a consent resolution pursuant to Section 4020.0503 of the District Act upon the execution of an operating agreement between the City and the District providing for the terms and conditions of financing improvement projects benefiting the District and a project agreement between the primary landowner and the City that satisfies the requirements of Section 4020.0108 of the District Act; and

WHEREAS, in satisfaction of the requirements of the Support Resolution and Section 4020.0108 of the District Act, the City and Old Prosper Partners Acquisitions, LLC will enter into a development agreement entitled the “Craver Ranch Project Agreement” pursuant to an ordinance adopted concurrently with the adoption of this Ordinance and which will be executed concurrently with the execution of the Operating Agreement; and

WHEREAS, in satisfaction of the requirements of the Support Resolution and Section 4020.0503 of the District Act, the City intends to adopt a resolution consenting to the creation of the District and to the inclusion of land in the District concurrently with, and which is conditioned upon, the adoption of this Ordinance and the execution of the Operating Agreement; and

WHEREAS, in order to satisfy the requirements of the Support Resolution and Section 4020.0503 of the District Act, the City and the District desire to enter into the Operating Agreement attached as Exhibit “A”; and

WHEREAS, the Operating Agreement is authorized pursuant to the laws of the State of Texas including, without limitation, Chapter 791, Texas Government Code (the “Interlocal Cooperation Act”), Section 552.014, Local Government Code, and the District Act; and

WHEREAS, the City intends for the attached Operating Agreement to establish the rights and obligations of the City and the District with respect to the ownership and maintenance of certain Improvement Projects and Park Improvements and other public improvements; NOW, THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The above recitals and found to be true and adopted herein by reference.

SECTION 2. The City Manager is hereby authorized to execute the Operating Agreement attached hereto as Exhibit “A” with Craver Ranch Municipal Management District No. 1 of Denton County regarding the funding, construction, ownership, maintenance, and repair of public improvements serving property located within the District Area and other related matters.

SECTION 3. A substantial copy of the Operating Agreement is attached hereto as Exhibit “A” and incorporated herein for all purposes. Minor adjustments to the attached Operating Agreement are authorized, such as filling in blanks and minor clarifications or corrections, and any modifications made by City Council in the approval of this ordinance.

SECTION 4. The City Manager, or their designee, is further authorized to carry out all duties and obligations to be performed by the City under the Operating Agreement, unless otherwise reserved in the Operating Agreement for Council approval.

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 \_\_\_\_\_. The ordinance was passed and approved by the following vote [\_\_\_\_-\_\_\_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
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 \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
INGRID REX, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

 Scott Bray  
Deputy City Attorney

\_\_\_\_\_  
MACK REINWAND, CITY ATTORNEY

**EXHIBIT “A”**

**Operating Agreement**

## OPERATING AGREEMENT

THE STATE OF TEXAS     §  
   §  
 COUNTY OF DENTON       §

This OPERATING AGREEMENT (this “Agreement”) is made and entered into effective as of the 2nd day of December, 2025 (the “Effective Date”), between the CITY OF DENTON, TEXAS, a home rule municipality situated in Denton County, Texas (the “City”), and CRAVER RANCH MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF DENTON COUNTY (the “District”), a conservation and reclamation district and body politic and a political subdivision of the State of Texas, created under the authority of Article III, Section 52, Article III, Section 52-a, and Article XVI, Section 59 of the Texas Constitution, and operating under and governed by the provisions of Chapter 4020, Special District Local Laws Code (the “District Act”), and Chapter 375, Local Government Code, as amended (the “MMD Act”). (The City and District are sometimes hereinafter referred to individually as “Party,” and collectively as “Parties”).

### ARTICLE I.

#### RECITALS:

WHEREAS, the District was created during the 89<sup>th</sup> Regular Session of the Texas Legislature through the passage of H.B. 5658 and codified under the District Act, for the benefit of the public and for the purposes, including but not limited to, the acquisition, construction, improvement, financing, operation, and maintenance of water, wastewater, drainage, road, landscaping, park, and recreational facilities; and

WHEREAS, as of the Effective Date, the District encompasses approximately 2,499.35 acres of land (the “District Area”) as described by metes and bounds in Exhibit “A” hereto; and

WHEREAS, the District is located within the corporate limits of the City, and within Water Certificate of Convenience and Necessity No. 10195 and Sewer Certificate of Convenience and Necessity No. 20072, each issued to the City (collectively, the “City CCNs”); and

WHEREAS, as of the Effective Date, the District Area is not served by adequate water, wastewater, drainage, road, landscaping, park, and recreational facilities, and such facilities are not otherwise available to the District Area; and

WHEREAS, the District proposes to acquire, construct, improve, finance, maintain, and fund for the benefit of the City the “Improvement Projects” (as such term is defined herein) including those more particularly described on Exhibit “B” and Exhibit “B-1” hereto, to serve the area within and outside its boundaries and convey such improvements to the City on the terms and conditions as provided herein; and

WHEREAS, all Improvement Projects are intended and shall be used to serve the area within and outside the District's boundaries after conveyance to the City on the terms and conditions provided herein; and

WHEREAS, the District proposes to maintain for the benefit of the City the "Park Improvements" (as such term is defined herein) more particularly described in Article IV and depicted on Exhibit "C" hereto, to serve the area within and outside its boundaries; and

WHEREAS, pursuant to the District Act, the District may contract with a governmental or private entity to carry out the acquisition, construction, financing, and maintenance of the Improvement Projects and maintenance of the Park Improvements; and

WHEREAS, the District will enter into construction and reimbursement obligations with a "Developer" (as such term is defined herein) to secure funds and acquire, construct, improve, finance, and maintain the Improvement Projects to serve all of the District Area and to discharge such obligations incurred in acquiring and constructing such improvements; and

WHEREAS, the District plans to proceed at the earliest possible time, in an expeditious manner, with the phased acquisition and construction of the Improvement Projects to serve all of the District Area; and

WHEREAS, the City is a municipal corporation and is operating under a home rule charter adopted under the laws of the State of Texas, and City has the power under the laws of the State of Texas to acquire, own, maintain, and operate the Improvement Projects within its boundaries; and

WHEREAS, the City recognizes the positive economic impact that development of the District Area will have through the production of new jobs, the stimulation of commercial activity, and the additional ad valorem and sales and use tax revenue generated by such development; and

WHEREAS, except as otherwise provided in the District Act, before the District may exercise any powers under the District Act (i) the City must adopt an ordinance or resolution consenting to the creation of the District and to the inclusion of land in the District; (ii) the City and the District must negotiate and execute a mutually approved and accepted "operating agreement" as such term is defined in the District Act; and (iii) the City and each developer of property in the District must negotiate and execute a "project agreement" as such term is defined in the District Act; and

WHEREAS, during its negotiation of an operating agreement and project agreement, and adoption of a resolution consenting to the creation of the District, the City commissioned a "Craver Ranch vs. Clear Creek Wastewater Treatment Plant Site Evaluation Study", dated November 2025, prepared by Carollo, and a "Water Hydraulic Analysis", dated November 20, 2025, prepared by Kimley-Horn (collectively, the "Studies"), as well as a "Fiscal Impact Analysis Report" dated November 13, 2025, prepared by AECOM and a "Municipal Substation Facility Study", dated September 10, 2025, prepared by Quorum Architects; and

WHEREAS, the information contained in the Studies serves as the basis for the preparation of the exhibits attached to this Agreement; and

WHEREAS, in satisfaction of the requirements of Section 4020.0108 of the District Act, the City, and Developer (as such term is defined herein) have entered into that “Craver Ranch Project Agreement”, dated as of the Effective Date (the “Project Agreement”); and

WHEREAS, in order to satisfy the requirements of Section 4020.0302 of the District Act, the City and the District desire to enter into this Agreement; and

WHEREAS, the Parties acknowledge and agree that the District Act authorizes the limitation by this Agreement of the improvement projects that may be financed by the District; and the terms and conditions of the financing of such improvements projects; and

WHEREAS, the Parties further acknowledge and agree that this Agreement shall provide for the terms and conditions for the operation of the District to the extent authorized by the District Act; and

WHEREAS, Chapter 791, Texas Government Code, as amended (the “Interlocal Cooperation Act”) provides authorization for local governments to contract with one another for the performance of governmental functions and services under the terms of the Interlocal Cooperation Act; and

WHEREAS, “Local government” is defined in the Interlocal Cooperation Act to include the County and the District; and

WHEREAS, this Agreement is authorized pursuant to the laws of the State of Texas including, without limitation, 791.011 of the Interlocal Cooperation Act, Section 552.014, Local Government Code, and the District Act.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits and obligations hereinafter set forth, the City and District agree as follows.

## ARTICLE II.

### DEFINITIONS:

“Administrative Expenses” means reasonable expenses incurred by the City, the District, and Developer in the establishment, administration, and operation of the District.

“Administrator” means an employee, consultant, or designee of the District who shall have the responsibilities provided in the Service and Assessment Plan, an Indenture, or any other agreement or document approved by the District related to the duties and responsibilities for the administration of the District.

“Agreement” means this Operating Agreement between the City and the District, negotiated and executed in satisfaction of the requirement of Section 4020.0302 of the District Act, as may be amended.

“Assessments” means special assessments authorized by the District Act and the MMD Act imposed and collected by the Board under one or more Assessment Orders against benefited property within the District Area on a phase-by-phase basis to reimburse the Developer for costs of the Improvement Projects and to pay costs of maintaining landscaping in road right-of-way and Park Improvements in the District Area as set forth in the Service and Assessment Plan, as well as payment of Administrative Expenses and repayment of the District Bonds and the costs associated with the issuance of the District Bonds.

“Assessment Order” means an order approved by the Board under the District Act and the MMD Act establishing one or more Assessment(s).

“Board” means the Board of Directors of the District.

“City” means the City of Denton, a home rule municipality located in Denton County.

“City CCNs” means the Water Certificate of Convenience and Necessity No. 10195 and Sewer Certificate of Convenience and Necessity No. 20072 each issued to the City by the TCEQ.

“City Council” means the governing body of the City.

“City Park Improvements” means those Park Improvements consisting of City Parks and Neighborhood Parks, as those terms are defined by Chapter 22 of the City of Denton Code of Ordinances, that are identified on Exhibit “C” hereto as such.

“Consent Resolution” means City of Denton Resolution No. 25-364, dated March 4, 2025, as may be amended.

“Construction Contract” means any contract awarded by or on behalf of the District for the acquisition, construction or installation of an Improvement Project.

“County” means Denton County, Texas.

“Developer” means (i) the Developer under the Project Agreement; (ii) any person or entity that becomes a party to the Project Agreement; and (iii) any person or entity that enters into a project agreement with the City with regard to property within the District Area.

“Development Off-site” means Improvement Projects extended to and/or through the District Area to facilitate growth within the larger service area, as listed on Exhibit “B” as an “Offsite” project type and depicted on Exhibit “B-1” hereto.

“Development On-site” means Improvement Projects that are designed and sized to service multiple development projects/areas in the District Area, as listed on Exhibit “B” as an “Onsite” project type and depicted on Exhibit “B-1” hereto.

“District” means the Craver Ranch Municipal Management District No. 1 of Denton County, Texas, created by the District Act. Upon division of the District, “District” will mean each new district created by such division that has entered into a Joinder or new operating agreement pursuant to Section 3.06 hereof.

“Districts” means collectively the Regional District and each Participating District resulting from division of the District.

“District Act” means Chapter 4020 , Subtitle C, Title 4, Special District Local Laws Code, adopted by the 89<sup>th</sup> Texas Legislature Regular Session and effective September 1, 2025, as may be amended.

“District Advisability Resolution” means the resolution and improvement order adopted by the Board regarding the advisability of the Improvement Projects.

“District Area” means the land within the boundaries of the District described on Exhibit “A” hereto, as may be expanded or reduced from time to time with the consent of the City. Upon division of the District and designation of a Regional District, “District Area” for the Regional District will be (i) for purposes of Internal Improvement Projects, the land within the boundaries of the Regional District, and (ii) for purposes of Regional Improvement Projects and the maintenance of Park Improvements, the geographic area for which the Regional District will be responsible for coordinating and managing the acquisition, construction, and financing of Regional Improvement Projects, and maintenance of the Park Improvements, and other miscellaneous improvements as may be agreed in writing by the Regional District and City.

“District Bond Documents” means the District Advisability Resolution and, for each series of District Bonds, (i) the order or resolution of the District authorizing the District Bonds, (ii) any preliminary official statement prepared in connection with the District Bonds, (iii) any Indenture entered into in connection with the District Bonds, and (iv) certifications from each Developer in the District, and from the District as required by Section 5.04(b) of this Agreement.

“District Bonds” means bonds, notes, or other obligations or indebtedness that are issued or incurred by the District in accordance with the District Act.

“District Bond Proceeds” means the funds generated from the sale of the District Bonds.

“Improvement Projects” means those certain water, wastewater, drainage, road facilities, and other projects or services authorized by the District Act and the MMD Act, including those described on Exhibit “B” and depicted on Exhibit “B-1” hereto, and those certain streetscaping, trail right-of-way, and contributions of land and funds for municipal facilities as described on Exhibit “B” hereto, as may be amended in accordance with Section 4.01 of this Agreement.

“Indenture” means a trust indenture by and between the District and a trustee bank under which District Bonds are issued and funds are held and disbursed.

“Internal Improvement Projects” means Improvement Projects that serve only one District.

“MMD Act” means Chapter 375, Local Government Code, as may be amended.

“Park Improvements” means those improvement projects consisting of parks, recreational facilities, landscaping, and land, depicted on Exhibit “C” hereto.

“Participating District” means a district resulting from division of the District other than the Regional District.

“Project Agreement” means that Craver Ranch Project Agreement, approved by Ordinance No. 25-2105, dated December 2, 2025, between the City and Old Prosper Partners Acquisitions, LLC, regarding the property within the District Area, as may be amended, and any other project agreement between the City and a Developer regarding property within the District Area.

“Regional District” means a district resulting from division of the District designated as responsible for coordinating and managing the (a) acquisition, construction, improvement, and financing of the Regional Improvement Projects benefitting the District Area of the Regional District, and (b) maintenance of the Park Improvements, and other miscellaneous improvements as may be agreed upon in writing by the Regional District and City.

“Regional Improvement Projects” means Improvement Projects that serve more than one District.

“Service and Assessment Plan” or “SAP” means the SAP for the District, to be adopted and amended annually, if needed, by the Board pursuant to the District Advisability Resolution and the District Act for the purpose of assessing allocated costs against portions of the District Area having terms, provisions, and findings approved by the Board, as required by this Agreement.

“TCEQ” means Texas Commission on Environmental Quality.

“Term” means the term of this Agreement, beginning on the Effective Date and ending upon the termination of this Agreement pursuant to Section 7.21 herein.

### ARTICLE III.

#### OPERATION OF DISTRICT:

3.01 Consent Resolution. The District acknowledges, accepts, and agrees to the Consent Resolution.

3.02 Operation of District.

(a) The District shall operate at all times in accordance with the requirements of the Consent Resolution, this Agreement, the District Act, applicable City ordinances and regulations, and applicable provisions of the general laws relating to municipal management districts, including TCEQ regulations and the MMD Act.

(b) The District shall at all times comply with the requirements of Section 49.062, Texas Water Code, in the establishment of offices and meeting places for conducting the business of the District and maintaining its records. The Board shall designate Denton City Hall, the offices of the District’s legal counsel, the offices of the District’s bookkeeper, and other public places authorized by the City as its initial meeting places (the “Initial District Meeting Places”). The District shall continue to meet at such Initial District Meeting Places until the date the District receives (i) written notice from the City that the District contains 100 residents (such notice to include the names and addresses of such residents); or (ii) after at least 50 qualified electors are residing in the District, written request of at least 5 qualified District electors that the District Board of Directors hold meetings within the District, whichever is earlier to occur. Upon receipt of such notice or request and verification of the information contained therein, the District shall designate a meeting place and hold meetings within the District Area. If no suitable meeting place exists inside the District Area, the District Board of Directors may designate a meeting place outside the District that is located not further than 10 miles from the boundary of the District Area.

(c) The District shall at all times comply with the requirements of Section 49.199, Texas Water Code, in the adoption of policies and audits for the District. In adopting its code of ethics for District directors, officers, employees, and persons engaged in handling investments for the District, the District shall incorporate provisions of City Ordinance No. 22-1245, as amended, to the extent practicable and not in conflict with laws and TCEQ rules applicable to the District.

(d) The members of the District Board of Directors shall at all times comply with the requirements of Section 49.052, Texas Water Code, pertaining to the disqualification of directors. For purposes of Section 49.052(f), Texas Water Code, the Parties acknowledge and agree that the District's principal function is providing water, sewer, drainage, roadway, reclamation, or flood control services to residential retail or commercial customers by the acquisition, construction, improvement, financing and maintenance of the Improvement Projects and conveyance of such improvements to the City pursuant to this Agreement.

(e) The District agrees to establish and maintain an Internet website within 90 days from the Effective Date. Upon the District containing 100 residents, the District Board of Directors shall vote to consider whether to (i) broadcast its open meetings over the internet, (ii) provide access to the broadcast from its website, (iii) make video and audio recordings of its meetings, and (iv) make available on its website for a reasonable period the archived recordings of its meetings. The obligations of the District set forth in this subsection are subject to the provisions of Section 7.02 below.

### 3.03 Retail Water/Sewer/Solid Waste/Other Services.

The City will provide, and bill and collect for, all water, sewer, recycling and garbage service provided to the District Area. The rates for such services to be charged to the residents and users within the District Area shall be the same as charged to residents and users located in other areas of the City. The City will retain all revenue from providing such services. The District will honor and not contest the City CCNs. The District will not provide or offer to provide water, sewer, recycling or garbage service either within or outside of the District Area except as provided in Sections 3.04 herein. The District will not deny, contest, or otherwise oppose any City application, registration, or permit for the siting, construction, or operation of an approximately 33 acre solid waste transfer station, material recovery facility, or administrative offices of the same to be located outside of the boundaries of the District Area (the "Transfer/Recovery Facility").

3.04 Irrigation. The District may only produce or purchase Groundwater for the purpose of providing irrigation to areas within the District Area. Conditions relating to the siting and operation of any Groundwater wells shall be permitted through the respective Groundwater Conservation District. Reclaimed water from the City's wastewater treatment plant may be used for irrigation within the District Area.

3.05 Annual Financial Reporting. In addition to the reports required by Section 5.06 below, the District shall (a) send a copy of the Assessment Orders approving Service and Assessment Plans and levying Assessments within the District Area to the City, and each order adopting updates to the SAP, within thirty (30) days after Board approval; (b) send a copy of its annual budget and audit to the City within thirty (30) days after Board approval; (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City within thirty (30) days after filing such notices; and (d) send a copy of any agreed upon procedures reports identifying costs paid for each line item listed in the "Public Improvement Cost Summary" and portion of such amounts reimbursed to the Developer to the City within thirty (30) days after Board approval. Failure of the District to comply with the reporting requirements above

shall not be considered a Default of this Agreement. The City may provide notice to the District of the District's failure to comply with the reporting requirements of this Section 3.05, and the District shall cure its failure within thirty (30) days of its receipt of such notice.

### 3.06 District Boundaries and Division.

(a) The District may not annex or exclude property from its boundaries without prior consent from the City Council, such consent to be evidenced by resolution or ordinance.

(b) Provided the District has not issued Bonds and is not imposing ad valorem taxes, the District may divide, sequentially from time to time, ultimately resulting in no more than four (4) separate districts within the original District Area, without further consent from the City. However, the District reserves the right to revise such boundaries prior to each District division proceeding. A new district created by division of the District may not at time of creation, contain any land outside of the original boundaries of the District. A new district created by division of the District is subject to the terms and conditions of the District Act, Consent Resolution, and this Agreement. At its election, a new district must either enter into a Joinder to this Agreement in the form attached hereto as Exhibit "E" or a new operating agreement. Any new operating agreement must be approved by the City Council, such consent to be evidenced by resolution or ordinance. Any Joinder entered into pursuant to this Agreement shall not require the approval or consent of the City Staff or City Council but shall include a general description of the portion of the Improvement Projects projected to be constructed and financed to serve the new district. Each new district entering into a Joinder shall provide a copy of the Joinder to the City within 30 days from its effective date.

### 3.07 Maintenance and Operation Funding.

(a) If approved by the Board, in order to fulfill its maintenance obligations set out in Section 4.09(b) hereof, the District may impose an Assessment to fund the operation and maintenance of the landscaping within road right-of-way and Park Improvements. Any Assessment for maintenance purposes must be included in a Service and Assessment Plan approved by the District as provided in this Agreement. The District shall cause the Administrator to email a copy of the preliminary Service and Assessment Plan to the City Manager on or before the thirtieth (30<sup>th</sup>) date before the District's consideration of an order levying a maintenance Assessment. The City may, by providing written notice of its objection to the District during the 30-day review period, object to the levy of maintenance and operation Assessments proposed in a preliminary Service and Assessment Plan only to the extent such preliminary Service and Assessment Plan is inconsistent with the District Act, this Agreement or the Project Agreement (an "Operation and Maintenance Objection"). Within thirty (30) days after the District's receipt of an Operation and Maintenance Objection, the District shall reasonably attempt to satisfy the City's concerns set forth in the Operation and Maintenance Objection. Upon the expiration of such thirty (30) day period, the Board may consider an order levying a maintenance and operation Assessment in its discretion regardless of whether the District has resolved the City's concerns.

(b) The provisions of this Section 3.07 are not intended to limit the sources of funding the District's obligations under Sections 4.09(b) or 5.02 hereof. Such obligations may be funded by any monies legally available to the District. The District may adopt and enforce charges and fees (other than impact fees), in addition to Assessments, for providing or making available any District facility or service as authorized by the District Act.

3.08 Regional District. The District reserves the ability to cause the formation of a Regional District. A Regional District may acquire, construct, extend, and finance Improvement Projects and Park Improvements benefiting the Regional District, including but not limited to its Internal Improvement Projects in stages to meet the needs of the development within its boundaries and the Regional Improvement Projects in stages to meet the needs of the District Area. The Regional District may maintain the Park Improvements within the District Area in a similar manner. The Regional District may finance the cost of acquiring and constructing Improvement Projects and Park Improvements through the issuance of District Bonds secured by Assessments or pursuant to a contract from revenues available to Participating Districts, fees and charges, or other legally available funds.

Each order dividing the District into a new district shall (i) designate the new district as either a "Participating District" or the "Regional District"; (ii) require the Regional District be responsible for coordinating and managing the activities assumed by it in the Operating Agreement with respect to the District Area; and (iii) require the new Participating District contract with the Regional District in such a manner that the Regional District will be able to acquire, construct, and finance Regional Improvement Projects and maintain Park Improvements for the District Area as contemplated by the Operating Agreement, and other miscellaneous improvements as may be agreed upon in writing by the Regional District and City.

3.09 Participating District. Each Participating District may acquire, construct, extend, and finance Improvement Projects and Park Improvements benefiting the Participating District, including but not limited to its Internal Improvement Projects in stages to meet the needs of the development within its boundaries. A Participating District may finance the cost of acquiring and constructing Internal Improvement Projects through the issuance of District Bonds secured by Assessments.

3.10 Special Legislation. The District was created and operates pursuant to the District Act and MMD Act. To the extent necessary to effectuate the terms and provisions of the Operating Agreement with respect to the financing of Improvement Projects by a Regional District and maintaining Park Improvements in the manner as contemplated herein, the Parties agree to cooperate at no cost to the City to secure amendment to the District Act through the passage of legislation by the State Legislature.

#### ARTICLE IV.

## DESCRIPTION/CONSTRUCTION OF IMPROVEMENT PROJECTS:

4.01 Description of Improvement Projects. In accordance with the District Act and the MMD Act, the District may acquire, construct, finance, fund or reimburse Improvement Projects. The Improvement Projects and the budgeted costs of the Improvement Projects are subject to change as may be agreed upon by the City and the District and, if changed, shall be updated by the District consistent with the Service and Assessment Plan. A periodic review of the Improvement Projects listed on Exhibit "B" shall be performed by the District not less than annually in an update to the Service and Assessment Plan. Any revisions to the categories of improvements described in Exhibit "B", Exhibit "B-1", and Exhibit "I" resulting from such review shall be effected by approval of the City Manager or their designee in response to written request by the District and shall not require approval of City Council.

4.02 Plans and Specifications. Prior to commencement of construction, the District must obtain City staff approval of the plans and specifications for all Improvement Projects and Park Improvements to be conveyed or dedicated to the City hereunder by the District.

4.03 Construction of Improvements. The Developer is responsible for any costs to construct the Improvement Projects as set forth in the Project Agreement, and Developer's reimbursement for Improvement Projects by the District is subject to the terms of this Agreement. The City has no obligation under this Agreement to construct or contribute financially to the Improvement Projects or other public infrastructure located within the District Area; and except as otherwise may be described in sections 4.08 and 4.11 hereof or in the Project Agreement, the City has no obligation under this Agreement to construct or contribute financially to Improvement Projects or other public infrastructure outside the District Area required to serve development of the District Area. All Improvement Projects shall be designed, acquired, constructed, installed, and maintained in compliance with the requirements of the Consent Resolution, this Agreement, the District Act, and applicable provisions of the general laws relating to municipal management districts, including TCEQ regulations and the MMD Act. Plan review, construction, inspection, and approval of all Improvement Projects shall comply with the Denton Development Code (the "DDC") and City criteria manual, as amended from time to time.

4.04 Inspection of Improvements. Prior to commencement of engineering or design of any Improvement Project or Park Improvement the plans and specifications of which are subject to approval by the City staff pursuant to Section 4.02 above, the District or its engineer will give written notice to the City, stating the date that the design or engineering is projected to commence. The City shall have ten (10) business days from the date of its receipt of the notice to provide any comments. The District or its engineer shall cooperate with the City to address any City comments. Failure of the City to provide any comments shall be deemed an approval by the City. The City will provide review and inspection services for the design, construction and installation of all Improvement Projects and Park Improvements and the District will pay to the City the review and inspection fees generally applicable to similar projects within the City. .

4.05 Acceptance and Conveyance. Except as provided in Section 4.09 and Section 4.10 below, upon the Developer's completion of a portion of an Improvement Project or Park

Improvement, the plans and specifications of which are subject to approval by the City staff pursuant to Section 4.02 above, and the City and the District's inspection thereof, the District will accept title to the completed improvements and convey such Improvement Projects to the City pursuant to the authority granted by Section 791.011 and Section 791.026 of the Interlocal Cooperation Act. The Improvement Projects shall be dedicated by plat or special warranty deed or grant of easement, lien free together with an assignment of all applicable bonds and warranties. Each conveyance required by this Agreement to be by special warranty deed will be in the form of deed attached hereto as Exhibit "F". Each conveyance required by this Agreement to be by permanent easement will be in the form of the City's then-current "template" easement. Except as provided in Section 4.09 and Section 4.10 below, after City staff inspection and acceptance of a completed portion of an Improvement Project or Park Improvement, the City will then own, operate, and maintain the Improvement Project. However, after City inspection and acceptance of a completed portion of a street or road within the District and Park Improvements, the District will maintain landscaping within the road right-of-way and Park Improvements, including open space, in accordance with Section 4.09. The Parties agree to mutually cooperate and coordinate with each other and to assign appropriate, qualified personnel to the project and execute a conveyance sufficient to ensure that Improvement Projects or Park Improvements are eligible to be financed pursuant to the District Act and the MMD Act, including any document amendments requested by the Public Finance Division of the Texas Attorney General in connection with the approval of the District Bonds. Other than the consideration referenced in this section, no additional consideration will be required in connection with such conveyance.

4.06 Construction Contract Documents/Public Bidding. The Parties understand that construction of the Improvement Projects to be funded through Assessments are legally exempt from competitive bidding requirements pursuant to Texas Local Government Code, Section 252.022(a)(9). As of the Effective Date, the Construction Contracts for the construction of Improvement Projects have not been awarded and contract prices have not yet been determined. Upon the completion of work under each Construction Contract, the District shall deliver to the City a statement of the total costs incurred under each contract. Construction Contracts shall require the District to maintain complete books and records with respect to all costs paid or incurred for a period of at least three years after completion.

4.07 Easements/Rights of Way.

(a) Upon completion of an Improvement Project within the District Area, the District will dedicate or convey (or cause to be dedicated or conveyed) easements and other rights-of-way (both permanent and temporary) required by law, ordinance, rule, regulations and provisions of Exhibit "B" hereto for such improvements to the City, at no cost to the City, by plat or grant of easement in the form required by Section 4.05 above.

(b) If the District cannot obtain easements, rights-of-way and other interests in land located outside of the District Area and required for the acquisition and construction of any Improvement Project, after making an offer in writing, based on the fair market value of the property interest to the property owner from whom the property interest is being acquired, the City agrees to consider acquiring all easements, rights-of-way and other interests in land required for

the acquisition and construction of any Improvement Project located outside of the District Area. The District must provide the City with a survey and metes and bounds description of the property to be acquired and pay the City for all costs of obtaining the easements, rights-of-way or other interests in land. The District must reimburse the City in full for any costs incurred to acquire the property interest, including, but not limited to, City staff time, appraisals, title surveys, acquisition costs, relocation costs, and City resources.

(c) With respect to trails located outside of road right-of-way within the District Area, the District will dedicate or convey (or cause to be dedicated or conveyed) easements as follows: (i) for a 10 foot trail, an easement of 15 feet in width; and (ii) for a 6 foot trail, an easement of 10 feet in width. Easements required for such trails shall be provided, at no cost to the City, by plat or grant of easement in the form required by Section 4.05 above.

4.08 Oversizing Requested by City. Upon receipt of written notice issued by the District pursuant to Section 4.04 above, the City may request the District to oversize an Improvement Project to benefit property other than the Property (“Oversized Improvement Projects”). In such event, within 60 days from receipt of notice issued by the District the City shall notify the District of its election in writing, including the extent and description of the Oversized Improvement Projects requested and a plan for City participation in financing the engineering, design, inspection, testing, and construction costs necessary to accomplish such oversizing (the “Oversizing Costs”). The City’s participation will be the difference between the cost for an Improvement Project with sizing sufficient to serve the Property and the total cost of the Oversized Improvement Projects requested by the City. Additionally, this cost difference related to water and wastewater Improvement Projects will be based on pipe diameter (including but not limited to increased depth of pipe, manhole depth, additional easement acquisition) and not a proportion of flows. Prior to the commencement of construction of an Oversized Improvement Project by the Developer, the City agrees to escrow or set aside available City funds in the total amount of the City’s Oversizing Costs. Within sixty (60) days after approval of each draw request related to the Oversizing Costs, the City shall release payment to the Developer for its portion of the Oversizing Costs.

To the extent permitted by law and the rules of the TCEQ, and upon mutually agreed upon terms, the District may participate in financing the Oversizing Costs of an Oversized Improvement Project. Before initiation of construction of any Oversized Improvement Projects the District or the Developer, if appropriate, and the City will enter into an Oversize Participation Agreement that confirms how such Oversized Improvement Projects will be funded, which shall include payment by the City for the additional costs of any previously approved engineering and plans prior to the City’s request for such oversizing, provided that the period during which the City may provide notice of its election to oversize has expired prior to approval of such engineering or plans. For the purposes of this section, the Parties agree to use an Oversize Participation Agreement form mutually agreed to by the Parties. If the City enters into an Oversize Participation Agreement with the Developer, the District will be provided a copy of such agreement. In no event shall the Developer be reimbursed by the District for Oversizing Costs if such Oversize Participation Agreement provides for Developer impact fee credits or reimbursement from the City for such Oversizing Costs.

#### 4.09 Park Improvements Dedication, Construction, Operation, and Maintenance.

(a) The City Park Improvements will be conveyed or dedicated to the City, at no cost or expense to the City, and will be available for use by the general public. The District will cooperate with the Developer to provide for phased dedication of the park land in the manner, at the times, and subject to the restrictions provided in Section 3.1 of the Project Agreement. Upon inspection and acceptance of a completed portion of City Park Improvements the plans and specifications of which are subject to approval by the City staff, title to the completed Park Improvements shall be dedicated to the City by special warranty deed substantially in the form attached hereto as Exhibit "F", lien free together with an assignment of all applicable bonds and warranties, except the "Pocket Parks", "Dog Park", "Trails" outside rights-of-way, and "Central Park", as depicted on Exhibit "C" hereto, and the "lakes" as described in Section 4.10 of this Agreement, shall be conveyed by a grant of easement in the form required by Section 4.05 above.

(b) Upon conveyance to the City of fee simple title to the streets and roads within the District and City Park Improvements, the District shall assume all responsibility for maintenance of the landscaping within the road right-of-way and Park Improvements, including, but not limited to, the responsibility to maintain all land and amenities located within the area of the road right-of-way and the Parks Improvements. Such maintenance responsibility shall include maintaining adequate drainage for such areas, as well as maintenance of all other open space in the District Area. However, the District shall not be responsible for maintenance of manmade drainage structures built or constructed within road right-of-way or within public easements. The District shall use its best efforts to maintain such Park Improvements and landscaping within the road right-of-way at a level equal to or better than provided by the City to similar improvements in other parts of the City. The District is hereby granted a revocable license to the Park Improvements in order to maintain the Park Improvements in accordance with this Agreement. The District may utilize the assistance of property owners' associations within the District Area to perform such maintenance; provided, it shall remain primarily responsible for the maintenance obligations set forth in this Section 4.09(b).

(c) The District shall use its best efforts to prevent damage to Park Improvements by its contractors and prevent dumping. All construction within the Park Improvements shall utilize reasonable efforts to minimize the impact to flora and fauna within the park. Park Improvements disturbed during District construction activities shall be restored to their pre-construction condition as reasonably determined by the City's Director of Parks and Recreation.

(d) The City Park Improvements will be credited toward park dedication requirements in accordance with Chapter 22 of the City Code of Ordinances.

4.10 Lakes, Dams, and Spillways. Currently, there is a spillway easement within the District Area. The District intends to use this area for recreational improvements as a feature of the development and provide drainage facilities serving the District but outside the 100 year floodplain. The District shall design, construct, inspect and accept the recreational improvements and the City has no obligation to accept ownership or maintain any land or improvements within

the spillway easement. Any drainage facilities must be approved by the City and the United States Army Corps of Engineers (“USACE”). Additionally, any land within the spillway easement that is dedicated to the City consistent with Chapter 22 of the City Code of Ordinances and accepted by the City will count towards the required park land dedication required by the development, so long as 1) the USACE approves a plan for park improvements to be made within the spillway easement and enters into an agreement for construction of those improvements which has been approved by the City, and 2) it is outside of the 100-year floodplain, and 3) meets the requirements for land dedicated as park land under Chapter 22 of the City Code of Ordinances.

4.11 60-inch Water Line. The City’s capital improvements program anticipates the need for a future 60-inch water transmission line as shown on Exhibit “B-1” attached hereto (the “Water Transmission Line”). The design, construction, maintenance, and operation of the Water Transmission Line will be the sole responsibility and cost of the City. The Developer will have no obligations in the design and/or construction of the Water Transmission Line. In accordance with an agreement with the City of Denton Water Utility, the following items will be required for the Water Transmission Line and will require coordination of both the Developer and the City:

(a) The City shall coordinate with the Developer to align the Water Transmission Line beginning on the eastern portion of the District Area and following an alignment within the 100-year floodplain. This alignment will not substantially conflict with any project infrastructure or the Improvement Projects including, but not limited to, utilities, drainage improvements, detention ponds, and park improvements.

(b) Easements.

(1) The Developer will grant a 50-foot-wide easement for the operation and maintenance of the Water Transmission Line as shown on Exhibit “B-1”.

(2) The Developer will grant a 25-foot-wide temporary construction easement to allow access and construction of the Water Transmission Line as shown on Exhibit “B-1”.

(3) As the Water Transmission Line is designed west of the initial floodplain area, as shown on Exhibit “B-1”, the Developer will grant a 20-foot-wide easement to the City for the Water Transmission Line as shown on Exhibit “B-1”.

(4) The City will acquire, at no cost to the Developer, any additional easements from any adjacent landowners as needed, including, but not limited to, easements from third party property owners to construct the offsite segments of the Water Transmission Line as shown on Exhibit “B-1”.

(5) If, during the construction of the Water Transmission Line, the City is required to cross, access, or enter on, over, through, or across a Developer designed and constructed improvement, or any portion of the District Area for which the Developer has not granted an easement to the City, the City will (i) submit a written request to the

Developer for permission to enter the District Area, (ii) not commence any construction activities until the Developer provides written consent, in the form of an easement or other document evidencing Developer's consent to entry by the City, and (iii) repair the impacted area to its original condition at no cost to the Developer.

(6) For the segment of the Water Transmission Line in the western portion of the District Area as shown on Exhibit "B-1", the Developer will grant (i) a 40-foot-wide permanent water easement, and (ii) a 50-foot-wide easement through the 100-year floodplain. The water easement will be immediately adjacent to the current electric easement, without a gap, to minimize interference with the developable area of the District Area.

(7) The Developer will dedicate the easements pursuant to this Section 4.11 without cost to the City.

(8) The City agrees not to substantially impact any designed or constructed portion of the development during construction, operation, or maintenance of the Water Transmission Line. The City agrees, at no cost to the Developer, to (i) maintain the areas over which Developer grants any easements in a natural, but managed, condition, including vegetation that will not exceed 12 inches in height at any time, and (ii) repair any impacted areas to their original condition when an easement is no longer required or otherwise abandoned.

(9) The City shall obtain necessary permits from the USACE to construct the Water Transmission Line within the flowage easement shown on Exhibit "B-1".

(c) If the Developer proposes roadway or utility improvements that could conflict with the path of the Water Transmission Line, the Developer and the City agree to cooperate to accommodate Developer's improvements.

(d) The City must have the Water Transmission Line designed and constructed prior to the issuance of a building permit for the 4,400th single family home per the demand schedule attached as Exhibit "J" hereto (the "Demand Schedule").

(e) The Developer must design and construct at the sole cost of the Developer a 1,500,000-gallon elevated storage tank ("EST"), at or near the site shown on Exhibit "B-1" prior to the issuance of a building permit for the 4,400th single family home.

(f) The Developer must design and construct a waterline connection to the EST to the Water Transmission Line. This will include connecting the EST to the internal project water system. The City, during the design and permitting portion of the Water Transmission Line, will coordinate with the Developer to install a water stub and valve, of the appropriate size, for the EST connection line. This connection will be provided without cost to the Developer.

(g) Development can proceed in accordance with the Demand Schedule provided to the City. However, the EST must be designed, permitted and operational prior to the building permit for the 4,400th single family home. The City shall design and construct this system in accordance with the Demand Schedule. Except in any case where design and construction of the Water Transmission Line is delayed due to Force Majeure under section 7.02 of this Agreement, if the City does not meet the delivery schedule for the Water Transmission Line prior to the issuance of a building permit for the 4,400th single family home, the development can continue without any of the limitations in this Section 4.11.

4.12 City Offsites. In order to provide for the orderly development of the District Area within the City, construction of certain offsite water and sanitary sewer will be required from time to time. Each of such projects is hereinafter referred to as a “City Offsite”, and all such projects are hereinafter referred to collectively as “City Offsites”.

The City intends to fund construction of the City Offsites, in part or in full, by the issuance of multiple series of bonds, notes or other obligations (the “City Bonds”). City Bonds issued for a City Offsite consisting of water infrastructure and sanitary sewer infrastructure are payable from or otherwise secured, in part, by (i) such City Offsite’s share of applicable water impact fees or sewer impact fees, and (ii) other revenues collected by the City from water and sewer users within the service area of such City Offsite. The portions of impact fees paid by or on behalf of the District to the City that are allocated to City Offsites are hereinafter referred to as “District Area Revenue”. For clarification and not amending the terms or mutual understanding of the Agreement, nothing herein restricts or prevents portions of impact fees paid by or on behalf of the District to the City from being allocated to other projects serving users within the service area. As an alternative to the issuance of City Bonds, the City, at its discretion, may fund construction of a City Offsite by the direct use of impact fees paid by or on behalf of the District and other revenues collected by the City from users within the service area of such City Offsite, including the District Area Revenue.

## ARTICLE V.

### FINANCING IMPROVEMENT PROJECTS:

#### 5.01 General Bond Authority.

(a) Subject to then current conditions in the municipal debt markets and conditions of this Article V, the District may issue District Bonds secured by funds available to the District pursuant to the District Act and the MMD Act for financing and constructing the Improvement Projects and the Park Improvements and subsequent conveyance to the City, the proceeds of which will be used to pay construction costs or reimburse the Developer for, among other things, its actual construction costs for the Improvement Projects as defined herein and in the Service and Assessment Plan.

(b) The District may issue District Bonds in one or more series payable wholly or partly from Assessments, contract payments, grants or other District money, or any combination of those sources of money.

The principal amount of District Bonds issued by the District in aggregate, excluding the principal amount of any Bonds issued to refund outstanding Bonds, may not exceed the amounts approved by the Board in the District Advisability Resolution.

#### 5.02 Terms and Conditions.

(a) The Parties acknowledge and agree that the Developer intends to advance funds to or on behalf of the District for the acquisition and construction of the Improvement Projects, and District creation and administration expenses pursuant to a reimbursement agreement with the District (the "Reimbursement Agreement"). The Reimbursement Agreement authorized by this Agreement shall be in substantially the form as attached hereto as Exhibit "H". The District may enter into additional reimbursement agreements with the Developer or other developers in connection with the levy of Assessments or the issuance of District Bonds without the prior written consent of the City Council, provided such additional agreements do not substantially modify or affect any parties' performance of the Reimbursement Agreement.

(b) The District must comply with any requirements of the TCEQ for the issuance of District Bonds for water, sanitary sewer or drainage facilities. Throughout the Term of this Agreement, the issuance of any District Bonds, including District Bonds issued for street and road facilities, shall be subject to, and the District shall comply with, the feasibility requirements of the TCEQ and Office of the Texas Attorney General in effect as of the Effective Date regardless of whether the TCEQ is required to approve the issuance of the Bonds, and regardless of whether the feasibility requirements of the TCEQ and/or Office of the Texas Attorney General at the time of the issuance of the Bonds are less restrictive than the feasibility requirements as of the Effective Date.

(c) The District agrees not to pledge ad valorem taxes as security for the payment of principal of or interest on any District Bonds.

(d) No Bonds may be issued by the District if any outstanding Bonds are in default or if any Bond debt service reserve funds have been drawn upon that have not been replenished in accordance with applicable bond order, resolution or indenture requirements.

#### 5.03 Assessments.

(a) The District shall use good faith efforts to initiate and approve all necessary documents, resolutions, and orders, including without limitation the District Bond Documents, required to effectuate this Agreement, to levy the Assessments. The Assessments shall be levied: (i) on a phase-by-phase basis against the applicable phase(s) benefitted by the applicable portion of the Improvement Projects for which the applicable series of the District Bonds are issued, and (ii) prior to the sale of any lot to an End User. The District shall select an Administrator, and the

Board of Directors of the District will approve the SAP, which shall include the Improvement Projects and describe the levy of the Assessments on the District Area. Promptly following preparation and approval of a preliminary SAP and subject to the District making findings that the Improvement Projects confer a special benefit on the District Area, the District shall, after providing the required proper notices, consider an Assessment Order and the approval of a final SAP. On or before the thirtieth (30<sup>th</sup>) day prior to approval of a final SAP for the levy of Assessments for each phase by the Board of Directors of the District, the District shall cause the Administrator to deliver a copy of the approved preliminary SAP and the preliminary assessment rolls attached thereto to the City Manager. The City may, by providing written notice of its objection to the District during the 30-day review period, object to the preliminary SAP only to the extent such a preliminary SAP is inconsistent with the District Act, this Agreement or the Project Agreement (an "Assessment Objection"). Within thirty (30) days after the District's receipt of an Assessment Objection, the District shall reasonably attempt to satisfy the City's concerns set forth in the Assessment Objection and shall send written notice to the City explaining the reason(s) for satisfying such concerns. Upon sending such written notice, the Board may consider an order levying an Assessment in its discretion so long as (i) the amount of the Assessments has not increased from the preliminary SAP, (ii) the list of projects to be financed from the Assessments has not materially changed from those listed in the preliminary SAP.

(b) Concurrently with the levy of the Assessment applicable to a particular phase of the Project, District shall cause the Developer to: (a) approve and accept in writing the levy of the Assessment(s) on all land owned by Developer subject to the Assessment; and (b) cause covenants running with the land to be recorded against the portion of the District Area that is the subject of the Assessment Order that will bind any and all current and successor developers and owners of all or any part of such phase of the development to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the notice requirements of Section 49.452 of the Texas Water Code.

#### 5.04 District Bonds Notice.

(a) Each proposed issuance of District Bonds must meet the applicable conditions contained in the District Act, Consent Resolution, and this Agreement.

(b) At least 45 days before the sale of District Bonds or 45 days before entering into a bond purchase agreement for the sale of the District Bonds, the District shall deliver to the City Secretary, City Manager, City Finance Director, and City's bond counsel a notice ("District Bonds Notice") containing: (a) the amount of District Bonds being proposed for issuance; (b) a general description of the projects to be funded by District Bonds; (c) a draft Indenture; (d) certifications from each Developer in the District that the Developer is in compliance with the Developer's Project Agreement with the City; and (e) certification that the District is in compliance with the District Act, the Consent Resolution and this Agreement, and that no outstanding District Bonds are in default and no reserve funds have been drawn upon that have not been replenished as provided above.

(c) The City shall have a period of thirty (30) days after receiving a District Bonds Notice to notify the District, in the opinion of the City, that: (i) the District is not in compliance with the terms and conditions of the District Act or Consent Resolution; (ii) the District is not in compliance with this Agreement; or (iii) a Developer of property in the District is not in compliance with the terms and conditions of a Project Agreement that applies to the Developer.

5.05 City Consent. In the event that the City does not provide written notice of its objection to the District's proposed issuance of District Bonds in accordance with Section 5.04(c) above within thirty (30) days from the date it receives the District Bonds Notice (the "Objection Period"), no consent or approval of the City shall be required for the sale of District Bonds. In the event the City staff provides written notice (the "Initial Notice of Noncompliance") of its objection in accordance with Section 5.04(c) above within the Objection Period, such notice shall set forth in reasonable detail the basis for the City's objection and the District shall be given 30 days to reasonably attempt to cure based on the nature of the alleged noncompliance (the "Cure Period"). Subsequent to the Cure Period, the Board may consider an order authorizing the issuance of District Bonds in its discretion regardless of whether the District has resolved the City's concerns.

5.06 Final District Bond Documents and Reports. Subsequent to the sale of each series District Bonds, the District shall provide the City with a copy of the following: (a) final District Bond Documents; (b) final Official Statement or other offering document; and (c) agreed-upon procedures report regarding the distribution of District Bond proceeds to each applicable developer, if any.

5.07 Creation of Funds.

- (a) The District shall create the following funds:
  - (i) General Fund;
  - (ii) Assessment Fund;
  - (iii) For each series of District Bonds, a Capital Projects Fund; and
  - (iv) For each series of District Bonds, a Debt Service Fund.
- (b) Each District fund shall be kept separate and apart from all other funds of the District and shall be used solely as provided in this Agreement.
- (c) General Fund – The District shall deposit all revenues, other than Assessment revenues, to the credit of the General Fund; and such fund shall be applied only for the purposes set forth in Sections 3.07 and 4.09(b) herein.
- (d) Assessment Fund – Prior to the issuance of District Bonds, the District shall deposit all Assessment proceeds to the credit of the Assessment Fund, and such fund shall be applied only for the purposes set forth in Sections 3.07(b), 4.09(b), and 5.03

herein.

- (e) Capital Projects Fund – The District shall deposit from the sale of each series of District Bonds to the credit of the Capital Projects Fund the balance of the proceeds of the District Bonds remaining after any required deposits into the Debt Service Fund. Such funds shall be applied solely to pay (i) the costs necessary to accomplish the purposes for which the District Bonds are issued, and (ii) the costs of issuing the District Bonds.
- (f) Debt Service Fund - The District shall deposit proceeds from the sale of each series of District Bonds to the credit of the Debt Service Fund consisting of accrued interest on the District Bonds, if any, and capitalized interest on the District Bonds, if any, and the proceeds of the collection of the Assessments collected for the District Bonds, less costs for collection, as collected.

5.08 Use of Other Funds. In addition to proceeds of District Bonds, the District may use other legally available sources of District funds, including funds returned to the District in accordance with Section 4.11 of this Agreement (the “Available Funds”), to reimburse the cost of Improvement Projects subject to compliance with the following requirements and procedures:

- (a) The District shall provide written notice to the City Staff of its intent to reimburse the Developer, which notice shall include an update to the most current annual report required by Section 3.05(e) hereof reflecting costs to be paid and amounts to be reimbursed to the Developer with Available Funds;
- (b) The District shall certify with appropriate supporting documentation, that the Available Funds will be used to reimburse only the cost of Improvement Projects; and
- (c) The use of Available Funds to reimburse the cost of Improvement Projects shall be subject to the applicable rules of the TCEQ.

## ARTICLE VI.

### DISSOLUTION OF DISTRICT:

#### 6.01 Dissolution by City.

- (a) The City hereby acknowledges and agrees that: (i) the District’s purpose and function includes the acquisition, construction, and financing of all Improvement Projects necessary for the full development of the District Area; (ii) the District currently has no funds legally available for such purpose and function; (iii) the District will enter into obligations to secure funds and perform such purpose and function in the form of the Reimbursement Agreement; and (iv) the District intends to meet its obligations and perform its function so as to reimburse Developer to the maximum extent permitted hereunder for all monies advanced or to be advanced

on behalf of the District pursuant to the Reimbursement Agreement and complete the acquisition and construction of Improvement Projects necessary for full development of the District Area.

(b) If the City dissolves the District prior to the District's completion of performance of its function and purpose of the acquisition and construction of all Improvement Projects necessary for full development of the District Area; and reimbursement of Developer for monies advanced to or on behalf of the District for such purposes to the maximum extent permitted hereunder and required under the Reimbursement Agreement, on the effective date of District dissolution the City shall (i) pay in cash to Developer who has advanced monies to or on behalf of the District pursuant to the Reimbursement Agreement, to the maximum extent permitted hereunder and required under the Reimbursement Agreement, an amount equal to actual costs incurred by Developer in connection with the Improvement Projects that has not been reimbursed as of the date of dissolution as required under the terms of the Reimbursement Agreement; and (ii) be deemed to have assumed all of the District's ongoing contractual obligations, including, but not limited to, the District's obligations to reimburse Developer to the maximum extent permitted hereunder for future expenditures to be made subsequent to the date of dissolution for Improvement Projects in accordance with any then existing Reimbursement Agreement, with the source of funds for the City's payment being proceeds of bonds, notes or other obligations the City determines to issue for such purpose or other legally available funds in the sole discretion of the City. All obligations assumed by the City, including obligations to issue bonds, notes or other obligations for the payment to Developer, shall be subject to all conditions, restrictions or other limitations applicable to the District under this Agreement and the Consent Resolution, including for the issuance of District Bonds. This obligation is conditional upon the acquisition and construction of such Improvement Projects by the Developer, in lieu of the District, in the manner required by the Reimbursement Agreement; and Developer's compliance with its Project Agreement. This Section 6.01(b) survives the termination or expiration of this Agreement; however, it is not intended to create any restriction of the City's police powers.

(c) Notwithstanding anything to the contrary in Section 6.01(b) hereof or otherwise, in the event that the District has issued all District Bonds as described in Sections 4.12 and 5.01 hereof to finance the Improvement Projects and the Developer has been fully reimbursed for such costs, the City may at any time after 30 days after the maturity date of the last series of District Bonds dissolve the District after giving notice as provided in subparagraph (d) below, pursuant to Section 375.263 of the MMD Act, or any successor statute thereto. Upon dissolution of the MMD, the City shall assume the indebtedness and legal obligations of the MMD to the extent required by law.

(d) Should the City determine to proceed with dissolving the District under subparagraph (b) or (c) above, the City shall give the District and Developer nine (9) months advance written notice of its intent prior to initiation of formal dissolution proceedings.

6.02 Dissolution by District Board. The District shall provide notice to the City of the District's receipt of any petition from an owner or owners of property within the District Area requesting dissolution of the District. The District may not be dissolved by action of the District's Board under applicable state law unless, the City Council adopts an ordinance consenting to such dissolution.

ARTICLE VII.

MISCELLANEOUS:

7.01 Notices. Any notice to be given hereunder by a Party to any other Party shall be in writing and may be effected by delivery in person or by facsimile, or by sending said notice by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when deposited with the United States Postal Service with sufficient postage affixed.

To District: Craver Ranch Municipal Management District No. 1 of Denton  
County  
c/o Winstead PC  
Attn: Ross Martin  
2728 Harwood Street, Suite 500  
Dallas, Texas 75201  
Email: [rmartin@winstead.com](mailto:rmartin@winstead.com)

With a copy to the Developer:

Attn: Teague Griffin  
Old Prosper Partners Acquisitions, LLC  
370 W. Broadway  
Prosper, Texas 75078  
Email: [teague@bgrea.com](mailto:teague@bgrea.com)

To City: City of Denton  
Attn: City Manager  
215 E. McKinney St.  
Denton, Texas 76201  
Email: [CMO@cityofdenton.com](mailto:CMO@cityofdenton.com)

Either Party may change its address for notice by giving the other Party written notice of such change in accordance with the provisions of this paragraph.

7.02 Effect of Force Majeure. In the event a Party is rendered unable by force majeure to carry out any of its non-monetary 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. 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 notice and full particulars of the force majeure to the other Party. The cause, as far as possible, shall be remedied with all reasonable diligence. Notwithstanding any term to the contrary in this section, "force majeure" does not apply to the failure of a Party to timely make any payments required by the Agreement.

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 inability 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.

7.03 Third Party Beneficiaries. The Parties intend that the Developer be a third party beneficiary of this Agreement. This Agreement is solely for the benefit of the Parties hereto and the Developer, and no other person has any right, interest or claim under this Agreement.

7.04 Intent. The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Agreement.

7.05 Representations. The signatories hereto represent and affirm that they have authority to execute this Agreement on behalf of the respective Parties hereto. All matters stated in the preamble of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as though set forth in their entirety herein.

7.06 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

7.07 Entire Agreement. The Agreement, including any exhibits 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.

7.08 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 District and City, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment. Notwithstanding the foregoing, City approval shall not be required for any new district created by division of the District to become a party to this Agreement with respect to the District Area within such new district by the execution of a Joinder in the form attached hereto as Exhibit “E”. In order to facilitate the administration of this Agreement, the attached Exhibit “I” includes a list of the Improvement Projects, City Offsites, and other public and private projects and amenities for which a new district or new developer may be

assigned, and the original District released from, responsibility for acquisition, construction, financing, and maintenance.

7.09 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.

7.10 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

7.11 No Waiver Implied. The failure of any Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

7.12 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties hereto or any provisions hereof, or in ascertaining the intent of either Party, with respect to the provisions hereof.

7.13 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

7.14 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.

7.15 Context. Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

7.16 Assignment. The rights and obligations of a Party under this Agreement may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties. Notwithstanding the foregoing, City approval shall not be required for any new district created by division of the District to become an assignee of the District hereunder with respect to the District Area within such new district by the execution of a Joinder in the form attached hereto as Exhibit "E". In order to facilitate the administration of this Agreement, the attached Exhibit "I" includes a list of the Improvement Projects, City Offsites, and other public and private projects and amenities for which a new district or new developer may be assigned, and the original District released from, responsibility for acquisition, construction, financing and maintenance.

7.17 Default. No Party shall be in default under this Agreement (a "Default") unless notice of an alleged failure of a Party to perform has been given (which notice shall set forth in

reasonable detail the nature of the alleged failure) and such Party has been given a reasonable time to cure based on the nature of the alleged failure, but in no event less than 30 days. In addition, no Default shall occur if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the failure is cured.

#### 7.18 Remedies.

A. GENERAL REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

1. entitle the aggrieved Party to terminate this Agreement; or
2. entitle the City to suspend performance under this Agreement to (i) any fully developed and improved lot within the District Area owned by parties other than the District; or (ii) any fully developed lot within the District Area owned by parties other than the District; or (iii) the District if the District is in compliance with Section 7.18(B) below and the default is related to construction of an Improvement Project, or other public improvement to be dedicated to the City as described in Article IV of this Agreement, and serving the District Area; or
3. adversely affect or impair the current or future obligations of the City to issue permits, make inspections, issue approvals or provide water or sewer service (whether wholesale or retail) or any other service (including solid waste collection, and police, fire and EMS service) to (i) any fully developed and improved lot within the District Area owned by parties other than the District; or (ii) any fully developed lot within the District Area owned by parties other than the District; or (iii) the District if the District is in compliance with Section 7.18(B) below and the default is related to construction of an Improvement Project, or other public improvement to be dedicated to the City as described in Article IV of this Agreement, and serving the District Area; or
4. entitle the aggrieved Party to seek or recover exemplary damages; or
5. limit the Term of this Agreement.

B. ADDITIONAL REMEDIES FOR IMPROVEMENT PROJECTS. In addition to the general remedies provided by Section 7.18(A) above, in the event that there is a default under this Agreement, or violation of the PD or City ordinance, related to the construction of the Improvement Projects, or other public improvements to be dedicated to the City as described in Article IV of this Agreement, and serving the District Area, the following additional remedies apply:

1. Contract Covenant. The District will include in the contract for construction of those Improvement Projects or other public improvements to be dedicated to the City the obligation of the contractor “to recognize and comply with the applicable provisions of the Operating Agreement and the Project Agreement and authorize the City to enforce the terms of the Operating Agreement and the Project Agreement against the contractor” (the “Contract Covenant”). The City shall have the right to audit, upon reasonable notice, the District’s compliance with this Section 7.18(B)(1). Upon written request by the City, the District shall provide to the City evidence of the inclusion of the Contract Covenant in any contract for the construction of those Improvement Projects to be dedicated to the City for which a permit has been issued by the City but for which the City has not yet accepted those improvements.

2. Enforcement Obligation. The City may, at its option, provide written notice to the District of a default related to the construction of any Improvement Project or other public improvements to be dedicated to the City (an “Infrastructure Default Notice”). Within 30 days of receiving an Infrastructure Default Notice, the District must provide evidence to the City that the District is enforcing the Contract Covenant. Such evidence may take the form of a demand letter to the defaulting party or evidence a lawsuit has been filed or other documentation that evidences the District is enforcing the Contract Covenant. The District’s enforcement obligation under this Section 7.18(B)(2) is neither a guaranty of compliance with the Contract Covenant nor is it an obligation to enforce the City’s regulatory requirements.

3. City Self-Help Notice. If after receiving the Infrastructure Default Notice, the District fails to comply with the requirements of Section 7.18(B)(2) then the City will send the District a notice with an opportunity to cure within 120 days (the “City Self-Help Notice”) putting the District on notice that if they fail to satisfy their obligations in Section 7.18(B)(2) during the 120-day cure period then the City will enforce this Agreement and the Project Agreement against the defaulting contractor. If the City elects to enforce this Agreement and the Project Agreement against the defaulting contractor after the District has failed in its obligations to do so, then the District will reimburse the City for its enforcement costs.

4. Termination of Obligations. The District’s obligations in this Section 7.18(B) are released as to each platted portion of the District Area once those Improvement Projects to be dedicated to the City to serve that platted portion of the District Area are accepted by the City.

7.19 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, a Party does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) Each Party waives its governmental immunity from suit and immunity from liability as to any action brought by the other to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies and only to the extent authorized by law. Nothing in this section shall waive any claims, defenses or immunities or tort limitation that a Party has with respect to suits against the Party by persons or entities other than the other Party. Nothing in this Agreement, however, shall waive any claims, defenses or immunities or tort limitation that a Party may have with respect to any claim or suit against the

Party arising from injury to persons (including death) or damage to or destruction of personal property.

(b) Nothing in this Agreement is intended to delegate or impair the performance by a Party of its governmental functions.

7.20 City Consent. If a provision of this Agreement requires the City to provide its consent or approval, such consent or approval shall be by an administrative process that does not involve the City Council unless consent or approval of the City Council is specifically required by the terms of this Agreement or the District Act.

7.21 Term. On or after the earlier to occur of (a) 30 days after the date the District has completed the issuance of the District Bonds as described in Sections 4.12 and 5.01 hereof to fully reimburse the Developer as set forth in the Reimbursement Agreement, or (b) the date the District certifies that (i) the acquisition and construction of all Improvement Projects is complete; and (ii) reimbursement of each Developer for monies advanced to or on behalf of the District for such purpose has been made to the maximum extent permitted hereunder, the City may elect to terminate the Agreement upon 90 days written notice to the District.

7.22 Exhibits. The Parties acknowledge and agree that the information contained in the Study served as the basis for the preparation of many of the following exhibits (the "Exhibits"). The Parties acknowledge and agree that the information contained in the Study is based upon estimates, assumptions, and projections as of the Effective Date which are subject to change. The Study themselves are not incorporated herein as part of this Agreement but can be relied on by the Parties as a baseline projection of improvement projects, and their related costs, needed to serve development inside and outside the District Area. If future studies, prepared by the District or Developer in cooperation with and based upon input, recommendations, and approvals from the City, or prepared by the City at the request and in cooperation with and based upon input of the District or Developer, propose to change, modify, update, or supersede the Study, an amendment to this Agreement is not required.

The Exhibits are attached hereto and incorporated herein as part of this Agreement:

Exhibit A: Metes and Bounds Description of District Area  
Exhibit B: List of Improvement Projects  
Exhibit B-1: Maps of Development Off-Site and Development On-Site  
Exhibit C: Park Plan  
Exhibit D: Reserved  
Exhibit E: Form of Joinder  
Exhibit F: Form of Special Warranty Deed  
Exhibit G: Reserved  
Exhibit H: Form of Reimbursement Agreement  
Exhibit I: List of Improvement Projects, City Offsites and other public and private improvements and amenities  
Exhibit J: Demand Schedule

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, 2025 but to be effective as of the Effective Date.


CITY OF DENTON, TEXAS  
A home rule municipality

By: \_\_\_\_\_  
Name: Sara Hensley  
Title: City Manager

ATTEST:

\_\_\_\_\_  
Ingrid Rex, City Secretary

Approved as to Form:  
Mack Reinwand

By:  Scott Bray  
Deputy City Attorney  
59757F95914E488...


STATE OF TEXAS §


COUNTY OF DENTON §

Before me the undersigned notary public appeared Sara Hensley, City Manager of the City of Denton, a home rule municipality, and executed the foregoing agreement for the purposes therein expressed on behalf of such municipality on the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas


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

Signed by:  
  
D4301ED876C0410...  
Cassandra Ogden, Deputy City Manager


Signed by:  
  
2B3E02ECE3184D8...  
Christine Taylor, Assistant City Manager/Finance

Signed by:  
  
03037DC8D4E84CF...  
Charlie Rosendahl, Interim Director of Development Services


Signed by:  
  
F88B787CD39548E...  
Farhan Butt, Deputy Director of Transportation


Signed by:  
  
FEB48B89726E4A9...  
Stephen Gay, General Manager of Water Utilities and Street Operations


Signed by:  
  
75387A6E0F1B4E3...  
Allison Wing, Interim Director of Parks and Recreation


Signed by:  
  
C4A76D1808B86439...  
Brittany Sotelo, Director of Economic Development

Signed by:  
  
C3C63BE563154A1...  
Brenda Haney, Director of Solid Waste

Signed by:  
  
7B58DA8FCE5F49C...  
Tom Gramer, Director of Facilities & Fleet

Signed by:  
  
BBFD333DB5A946A...  
Michael Gange, Director of Environmental Services

Signed by:  
  
8C476FC45B304C3...  
Kenneth Hedges, Fire Chief

Signed by:  
  
4210CB006EFC4EC...  
Jessica Robledo, Police Chief

EXECUTED on this the 21<sup>st</sup> day of November, 2025 but to be effective as of Effective Date.

CRAVER RANCH MUNICIPAL  
MANAGEMENT DISTRICT  
NO. 1 OF DENTON COUNTY, TEXAS

By: [Signature]  
President, Board of Directors

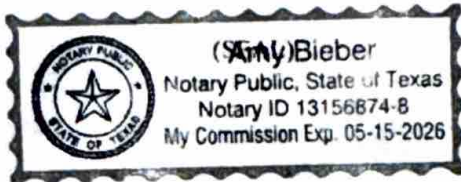
ATTEST:

By: Jessica Butan  
Secretary, Board of Directors

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF DENTON    §

Before me the undersigned notary public appeared Ana Maria, President of Craver Ranch Municipal Management District No. 1 of Denton County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision on the 21<sup>st</sup> day of November, 2025.

[Signature]  
Notary Public in and for the State of Texas



**Exhibit "A"**

**Metes and Bounds Description of District Area**

**LEGAL DESCRIPTION**

**2,499.350 Acres**

BEING all of that tract of land situated in the P.G. Yarborough Survey, Abstract No. 1447, the J. Morton Survey, Abstract No. 121, the W. Norment Survey, Abstract No. 965, the J.W. Jagoe Survey, Abstract No. 1640, the A.W. Patton Survey, Abstract No. 990 and the W. A. Thompson Survey, Abstract No. 1238, City of Sanger, Denton County, Texas, and being all of a called 0.862 acre tract of land described in the deed to Raymond & Jewel Vinson, recorded in Instrument No. 2008-66099, Official Records of Denton County, Texas, and a portion of a called 623.211 acre tract of land described in the deed to Daredevil Communications LLC, recorded in Instrument No. 2018-109219, said Official Records, and a portion of a called 66.247 acre tract of land described as Tract III, in the deed to Gregory J. Egner, Jr., Trustee of the Egner Family Living Trust, recorded in Instrument No. 2016-23869, said Official Records, and a portion of a called 1892.409 acre tract of land described as Tract I and all of a called 219.478 acre tract of land described as Tract II, in the deed to NTCH-NM, LLC, recorded in Instrument No. 2024-44505, said Official Records, and being more particularly described as follows:

BEGINNING at a wooden right-of-way monument found in the east right-of-way line of FM 2164 (Variable width right-of-way), at a westerly corner of said 623.211 acre tract, at the southwest corner of Wild West Addition, a subdivision of record in Cabinet G, Page 150, Plat Records of Denton County, Texas;

THENCE North 89° 00' 03" East, with a north line of said 623.211 acre tract, a distance of 1562.78 feet to a 1/2-inch iron rod with a cap stamped 'RPLS 6677" found at a T-Post at the southeast corner of said Wild West Addition;

THENCE North 00° 29' 29" West, with a north line of said 623.211 acre tract, a distance of 1460.42 feet to a wood fence corner post found at the southwest corner of a called 11.015 acre tract described in deed to Jason Walden and wife, Marianne K. Benton Sharp, recorded in Instrument No. 2014-107288, said Official Records;

THENCE North 89° 02' 03" East, with a north line of said 623.211 acre tract, a distance of 2688.93 feet to a 1/2-inch capped iron rod found at the northwest corner of a called 10.021

acre tract described as Tract one in deed to Augie's Addition, L.L.C., recorded in Instrument No. 2008-40851, said official Records;

THENCE South 01° 10' 35" East, with a north line of said 623.211 acre tract, a distance of 1174.75 feet to a 1/2-inch capped iron rod found at the southwest corner of said 10.021 acre tract;

THENCE North 89° 09' 19" East, with a northerly line of said 623.211 acre tract, a distance of 741.27 feet to a 1/2-inch capped iron rod found at the southeast corner of said 10.021 acre tract, same being the northeast corner of said 623.211 acre tract, the northwest corner of said 1892.409 acre tract, and the southwest corner of a called 20.190 acre tract of land described in deed to Richard W. Freeman and Wife, Janice H. Freeman, recorded in Instrument No. 2009-147025, said Official Records;

THENCE North 88° 27' 29" East, with a north line of said 1892.409 acre tract, a distance of 2530.35 feet to a wooden fence corner post found at the southeast corner of Quail Ridge Estates, a subdivision of record in Cabinet R, Slide 274, said Plat Records, and in the west line of Culp Branch Addition, a subdivision of record in Cabinet B, Page 323, said Plat Records;

THENCE South 01° 28' 30" East, with a north line of said 1892.409 acre tract, a distance of 1977.73 feet to a 1-inch iron rod found at the southwest corner of a called 28.870 acre tract described in deed to Richard Alan Estes and Gaye Lynn Estes, Trustees of the Estes Family Living Trust, recorded in Instrument No. 2014-47520, said Official Records;

THENCE North 89° 02' 14" East, with a north line of said 1892.409 acre tract, a distance of 1883.14 feet to a 1/2-inch capped iron rod found (illegible) at the southeast corner of said 28.870 acre tract;

THENCE North 01° 10' 24" West, with a north line of said 1892.409 acre tract, a distance of 2799.94 feet to a 1-inch iron pipe found in the east line of said Culp Branch Addition;

THENCE North 01° 08' 36" West, continuing with a north line of said 1892.409 acre tract, a distance of 1324.91 feet to a 5/8-inch iron rod found at the northeast corner of a called 42.98 acre tract described as Tract II, in deed to Dave & Dave LTD, Co., recorded in Instrument No. 2001-80814, said Official Records, and at a southerly corner of Lake Ride Estates, a subdivision of record in Cabinet W, Page 651, said Plat Records;

THENCE North 01° 23' 13" West, continuing with a north line of said 1892.409 acre tract, a distance of 465.52 feet to a metal fence corner post found at a northwesterly corner of said 1892.409 acre tract and in a southerly line of said Lake Ridge Estates;

THENCE North 88° 59' 10" East, with a north line of said 1892.409 acre tract, a distance of 2876.25 feet to a metal fence corner post found at a northeasterly corner of said 1892.409 acre tract and at the southeast corner of a called 10.56 acre tract described in deed to Ronny Ryan Allen, recorded in Instrument No. 2011-59595, said Official Records, and in the west line of a called 16.00 acre tract described in deed to Jack Albert Jr. & Wendy Harrod Hall, Trustees of the Jack & Wendy Hall Living Trust, recorded in Instrument No. 2018-135544, said Official Records;

THENCE South 03° 18' 46" East, with a north line of said 1892.409 acre tract, a distance of 422.97 feet to a metal fence corner post found at the southwest corner of said 16.00 acre tract;

THENCE North 88° 56' 43" East, with a north line of said 1892.409 acre tract, a distance of 1703.91 feet to a calculated point in the north line of said 1892.409 acre tract, same being the south line of a called 33.021 acre tract described in deed to Dan C. Reding & Elizabeth J. Reding, recorded in Instrument No. 2011-92590, said Official Records,

THENCE crossing through said 1892.409 acre tract the following courses:

1. South 01°04'50" East 986.41 feet to a calculated point of curvature;
2. Along a non-tangential curve to the right, having a radius of 3899.85 feet, an arc length of 1327.94 feet, a delta angle of 19°30'35", and a chord which bears South 88°06'20" East a distance of 1321.53 feet to a calculated point of tangency;
3. South 78°21'04" East a distance of 295.48 feet to a calculated point;
4. South 11°38'56" West a distance of 831.24 feet to a calculated point of curvature;
5. Along a tangential curve to the left, having a radius of 1000.00 feet, an arc length of 222.17 feet, a delta angle of 12°43'46", and a chord which bears South 05°17'03" West a distance of 221.71 feet to a calculated point of tangency;
6. South 01°04'50" East a distance of 346.63 feet to a calculated point of curvature;
7. Along a tangential curve to the right, having a radius of 1000.00 feet, an arc length of 288.62 feet, a delta angle of 16°32'12", and a chord which bears South 07°11'16" West a distance of 287.62 feet to a calculated point of tangency;

8. North 89°13'22" East a distance of 1686.66 feet to a calculated point in the east line of said 1892.409 acre tract and the west right-of-way line of FM 2153 (Prescriptive right-of-way)

THENCE with the east line of said 1892.409 acre tract and the west right-of-way line of FM 2153 the following courses:

1. South 01°04'48" East a distance of 828.58 feet to a 5/8-inch found iron rod with plastic cap found;
2. South 00° 48' 48" East, a distance of 572.81 feet, to a mag nail found in a fence corner post at the northeast corner of a called 15.00 acre tract described in deed to Bijan Janami, Shahrivar Sobhanian & Shahla Nouri Kohani, recorded in Instrument No. 2024-50795, said Official Records;

THENCE South 89° 13' 22" West, with the east line of said 1892.409 acre tract, a distance of 2156.68 feet to a 1-inch iron rod found at the northwest corner of said 15.00 acre tract;

THENCE South 01° 04' 05" East, with the east line of said 1892.409 acre tract, a distance of 303.17 feet to a 1-inch iron pipe found at the southwest corner of said 15.00 acre tract;

THENCE South 01° 34' 19" East, continuing with the east line of said 1892.409 acre tract, a distance of 331.29 feet to a 1/2-inch capped iron rod found (illegible) at the northwest corner of a called 16.364 acre tract described in deed to Spire Tower US LLC, recorded in Instrument No. 2024-48396, said Official Records;

THENCE South 01° 29' 45" East, continuing with the east line of said 1892.409 acre tract, a distance of 242.84 feet to a 1/2-inch iron rod found at the most westerly southwest corner of said 16.364 acre tract;

THENCE South 73° 44' 27" East, continuing with the east line of said 1892.409 acre tract, a distance of 237.66 feet to a capped iron rod set;

THENCE South 82° 07' 13" East, continuing with the east line of said 1892.409 acre tract. a distance of 266.22 feet to a 3/8-inch iron rod found at the most southerly southwest corner of said 16.364 acre tract and the northwest corner of Parks Addition, a subdivision of record in Instrument No. 2010-206, said Official Records;

THENCE with the east line of said 1892.409 acre tract and the west line of said Parks Addition, the following courses:

1. South 11° 04' 31" East, a distance of 138.03 feet;
2. South 32° 46' 02" East, a distance of 51.03 feet;
3. South 48° 18' 56" East, a distance of 56.57 feet;
4. South 68° 05' 51" East, a distance of 30.19 feet;
5. South 81° 20' 09" East, a distance of 27.00 feet;
6. South 88° 48' 25" East, a distance of 243.52 feet to a 1/2-inch iron rod found at the northwest corner of a called 37.7184 acre tract described in deed to Larry Hibberd & Spouse, Darlene Hibberd, recorded in Instrument No. 2000-4481, said Official Records;

THENCE with the east line of said 1892.409 acre tract and the west line of said 37.7184 acre tract, the following courses:

1. South 08° 13' 25" East, a distance of 631.62 feet;
2. South 04° 44' 10" East, a distance of 210.34 feet;
3. South 14° 00' 51" East, a distance of 106.56 feet;
4. South 19° 03' 47" East, a distance of 77.78 feet;
5. South 18° 22' 42" East, a distance of 176.66 feet;
6. South 28° 35' 49" East, a distance of 57.16 feet;
7. South 35° 51' 23" East, a distance of 64.50 feet;
8. South 76° 20' 21" East, a distance of 117.45 feet;
9. North 86° 19' 20" East, a distance of 145.94 feet;
10. South 61° 14' 20" East, a distance of 116.10 feet;
11. South 22° 57' 45" East, a distance of 147.48 feet to a capped iron rod set;

THENCE North 89° 32' 36" East, with the east line of said 1892.401 acre tract, a distance of 572.51 feet to a point in the west right-of-way line of FM 2153, at a northeasterly corner of said 1892.401 acre tract, from which a 1/2-inch iron rod found bears South 89° 32' 36" West, a distance of 1.41 feet;

THENCE South 00° 48' 48" East, a distance of 3094.50 feet to a capped iron rod set at the point of curvature;

THENCE along a tangential curve to the left, having a radius of 1191.00 feet, an arc length of 196.20 feet, a central angle of 09° 26' 19", and a chord which bears South 04° 26' 21"

East, a distance of 195.98 feet to a mag nail set in Shepard Road (No Record Found, Prescriptive right-of-way), at the end of said curve;

THENCE with the south line of said 1892.409 acre tract and in said Shepard Road, the following courses:

1. South 89° 50' 46" West, a distance of 1858.57 feet to a mag nail set;
2. South 89° 28' 44" West, a distance of 945.64 feet to a 1/2-inch iron rod found;
3. South 89° 23' 55" West, a distance of 370.10 feet to a calculated point;

THENCE crossing through said 1892.409 acre tract the following courses:

1. North 01°02'45" West a distance of 590.38 feet to a calculated point;
2. North 37°34'12" West a distance of 314.06 feet to a calculated point;
3. South 87°04'32" West a distance of 385.50 feet to a calculated point;
4. South 00°44'40" West a distance of 825.89 feet to a calculated point in the south line of said 1892.409 acre tract and in said Shepard Road;

THENCE South 89°23'55" West, with the south line of said 1892.409 acre tract and in said Shepard Road a distance of 959.22 feet to Mag Nail Set at the southeast corner of a called 318.00 acre tract of land described in deed to Jones - Brown - Davis Limited Partnership, recorded in Instrument No. 2002-146053, said Official Public Records;

THENCE North 00° 44' 22" West, with a westerly line of said 1892.409 acre tract, a distance of 2953.22 feet to a metal fence corner post found at the northeast corner of a called 318.00 acre tract described in deed to Jones-Brown-Davis Limited Partnership, recorded in Instrument No. 2002-146053, said Official Records;

THENCE with the south line of said 1892.409 acre tract, the following courses:

1. South 88° 03' 15" West, a distance of 4794.40 feet to a capped iron rod set at a T-Post;
2. North 00° 55' 35" West, a distance of 1017.61 feet to a metal fence corner post found at the northeast corner of a called 202.501 acre tract described in deed to Eric Seymour & Elizabeth Seymour, recorded in Instrument No. 2013-79507, said Official Records;
3. South 88° 36' 29" West, a distance of 2289.40 feet to a 1/2-inch capped iron rod stamped "ALLIANCE" found at the northwest corner of said 202.501 acre tract and at the northeast corner of a called 9.987 acres tract described as Tract I in deed to Gregory

J. Egner, Jr. Trustee of the Egner Family Living Trust, recorded in Instrument No. 2016-23869, said Official Records;

4. South 87° 55' 15" West, a distance of 249.50 feet to a 1/2-inch iron rod found at the southwest corner of said 1892.409 acre tract and the southeast corner of said a called 66.247 acre tract described as Tract III in deed to Gregory J. Egner, Jr., trustee of the Egner Family Living Trust, recorded in Instrument No. 2016-23869, of said Official Public Records;

THENCE North 00°43'45" West, along the west line of the 1892.409 acre tract, same being the east line of said 66.247 acre tract a distance of 1326.40 feet to a Fence Corner Post found at the northeast corner of said 66.247 acre tract;

THENCE North 87°27'43" West, with the south line of said 66.247 acre tract, same being the north line of said 66.247 acre tract, a distance of 2067.82 feet to a wood fence corner post found at the southwest corner of said 66.247 acre tract, and in the east line of said 623.211 acre tract;

THENCE South 00°36'57" East, with the south line of said 66.247 acre tract, same being the west line of said 66.247 acre tract, a distance of 1465.31 feet to a wooden fence corner post found at the southwest corner of said 66.247 acre tract, same being the northwest corner of a called 15.00 acre tract described in deed to Richard G. Buckner, recorded in Instrument No. 2015-20724, said Official Public Records;

THENCE South 00° 40' 20" East, partially with the east line of said 623.211 acre tract and the east line of said 219.478 acre tract, a distance of 1127.14 feet to a 1/2-inch iron rod found at the northwest corner of a called 5.00 acre tract described as Tract I, in deed to Edward Flores & Wife, Diena Flores, recorded in Instrument No. 1984-39110 (Volume 1449, Page 258), Deed Records of Denton County, Texas, in Indian Wells Road (No Record Found, Prescriptive right-of-way assumed);

THENCE South 00° 42' 40" East, continuing with the east line of said 219.478 acre tract, a distance of 1515.14 feet to a 1/2-inch iron rod found at the southwest corner of a called 5.53 acre tract described in deed to C&P COUNTRYLIFE LLC, recorded in Instrument No. 2020-164077, said Official Records, and at the northwest corner of a called 9.887 acre tract described in deed to Lendal R. Patton & Wife, Lisa B. Patton, recorded in Instrument No. 1996-011783, said Official Records;

THENCE South 00° 27' 46" East, continuing with the east line of said 219.478 acre tract, a distance of 824.08 feet to a 1/2-inch iron rod found in Gribble Springs Road (No record found, Prescriptive right-of-way assumed), at the southeast corner of said 219.478 acre tract and the northeast corner of a called 2.00 acre tract described in deed to Mark Laird & Kristie Laird, recorded in Instrument No. 2017-94146, said Official Records;

THENCE South 89° 05' 08" West, with the south line of said 219.478 acre tract, a distance of 3024.85 feet to a 1/2-inch iron rod found at the southwest corner of said 219.478 acre tract;

THENCE North 00° 57' 06" West, with a westerly line of said 219.478 acre tract, a distance of 1380.73 feet to a metal fence corner post found at the northeast corner of a called 15.000 acre tract described in deed to Timothy Gene Trietsch, Karen Reynolds, Michael Trietsch & Patricia Temple, recorded in Instrument No. 2022-120814, said Official Records;

THENCE South 89° 17' 21" West, with a southerly line of said 219.478 acre tract, a distance of 653.46 feet to a 1/2-inch iron rod found at the northwest corner of said 15.000 acre tract, and at the northeast corner of a called 4.84 acre tract described in deed to Rodney Lane & Marlena Lane, recorded in Instrument No. 2013-17328, said Official Records;

THENCE South 89° 28' 10" West, continuing with a southerly line of said 219.478 acre tract, a distance of 600.27 feet to a wood fence corner post found at the southeast corner of said 0.862 acre tract;

THENCE North 00°42'39" West, with the east line of said 0.862 acre tract, a distance of 458.08 feet to a capped iron rod set for a point of curvature;

THENCE along a non-tangential curve to the left, with the west line of said 219.478 acre tract and the east right-of-way line of FM 2164 (variable width right-of-way), having a radius of 955.37 feet, an arc length of 116.35 feet, a central angle of 06° 58' 40", a chord that bears North 01° 07' 57" West, a distance of 116.28 feet to a capped iron rod set for a point of tangency;

THENCE North 00° 55' 07" West, passing the northwest corner of said 219.478 acre tract at a distance of 650.95 feet and the southwest corner of said 623.211 acre tract, for a total distance of 667.23 feet to a capped iron rod set;

THENCE crossing through said 623.211 acre tract the following courses:

1. North 88°59'10" East a distance of 746.37 feet to a calculated point;
2. North 05°08'28" East a distance of 1021.55 feet to a calculated point;
3. North 44°59'46" East a distance of 1053.54 feet to a calculated point;
4. North 00°00'00" East a distance of 1501.06 feet to a calculated point;
5. South 89°00'03" West a distance of 946.48 feet to a calculated point in the west line of said 623.211 acre tract, same being the east right-of-way line of F.M. 2164;

THENCE along the west line of said 623.211 acre tract, same being the east right-of-way line of F.M. 2164 the following courses:

1. North 55°25'52" East, a distance of 163.35 feet to a capped iron rod set at the point of curvature;
2. Along a tangential the left, having a radius of 1186.30 feet, an arc length of 1144.63 feet, a central angle of 55° 16' 59", a chord which bears North 27° 47' 22" East, a distance of 1100.74 feet to a 1/2-inch capped iron rod found;
3. North 00°08'52" East, a distance of 333.40 feet to the POINT OF BEGINNING and enclosing 2,499.350 acres (108,871,672 square feet) of land, more or less.

**Exhibit “B”**

List of Improvement Projects

EXHIBIT B - LIST OF IMPROVEMENT PROJECTS									
Project Number	Project Name	Project Type	Construction Party	Service	Facility Type	Required Right of Way	Estimate	Ownership	Maintenance
D-1	8-inch Transmission Main	Onsite	MMD	Water			\$80,560	COD	COD
D-2	12-inch Transmission Main	Onsite	MMD	Water			\$2,308,932	COD	COD
D-3	16-inch Transmission Main	Onsite	MMD	Water			\$960,900	COD	COD
D-4	20-inch Transmission Main	Onsite	MMD	Water			\$700,972	COD	COD
D-5	24-inch Transmission Main	Onsite	MMD	Water			\$2,879,007	COD	COD
D-6	Elevated Storage Tank Site	Onsite	MMD	Water			\$180,000	COD	COD
D-7	Elevated Storage Tank	Onsite	MMD	Water			\$6,000,000	COD	COD
D-8	Variable Width Water Utility Easement for 60-inch CIP Waterline	Onsite	MMD	Water			\$1,173,089	COD	COD
D-9	8-inch Trunk Main	Onsite	MMD	Wastewater			\$1,392,294	COD	COD
D-10	12-inch Trunk Main	Onsite	MMD	Wastewater			\$272,167	COD	COD
D-11	15-inch Trunk Main	Onsite	MMD	Wastewater			\$818,663	COD	COD
D-12	21-inch Trunk Main	Onsite	MMD	Wastewater			\$469,573	COD	COD
D-13	24-inch Trunk Main	Onsite	MMD	Wastewater			\$1,145,735	COD	COD
D-14	27-inch Trunk Main	Onsite	MMD	Wastewater			\$1,348,872	COD	COD
D-15	Lift Station Site (2 ac)	Onsite	MMD	Wastewater			\$180,000	COD	COD
D-16	Lift Station	Onsite	MMD	Wastewater			\$3,500,000	COD	COD
D-17	15-inch Force Main	Onsite	MMD	Wastewater			\$591,000	COD	COD
D-18	Discharge Permit	Onsite	MMD	Wastewater			\$165,000	COD	COD
O-1	24-inch West Offsite Trunk Main	Offsite	MMD	Wastewater			\$5,698,901	COD	COD
O-2	27-inch East Offsite Trunk Main	Offsite	MMD	Wastewater			\$6,493,608	COD	COD
158323	E/W Arterial (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$986,291	COD	COD
158324	E/W Arterial (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$574,814	COD	COD
158332	E/W Arterial (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,013,775	COD	COD
158338	E/W Arterial (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$2,182,637	COD	COD
158345	E/W Arterial (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,694,755	COD	COD
158329	N/S Arterial West (Four Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$2,130,201	COD	COD
158330	N/S Arterial West (Four Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,539,171	COD	COD
158331	N/S Arterial West (Four Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$3,188,115	COD	COD
158334	N/S Arterial West (Four Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,922,875	COD	COD
158351	N/S Arterial East (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$805,707	COD	COD
158353	N/S Arterial East (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,137,059	COD	COD
158354	N/S Arterial East (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,206,665	COD	COD
158352	N/S Arterial East (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,876,701	COD	COD
158335	Collector 1	Onsite	MMD	Roads	Collector	65-feet	\$1,194,837	COD	COD
158336	Collector 1	Onsite	MMD	Roads	Collector	65-feet	\$1,043,000	COD	COD
158339	Collector 2	Onsite	MMD	Roads	Collector	65-feet	\$1,435,646	COD	COD
158340	Collector 2	Onsite	MMD	Roads	Collector	65-feet	\$744,487	COD	COD
158346	Collector 3	Onsite	MMD	Roads	Collector	65-feet	\$880,196	COD	COD
158347	Collector 3	Onsite	MMD	Roads	Collector	65-feet	\$686,178	COD	COD
158359	Collector 4	Onsite	MMD	Roads	Collector	65-feet	\$1,835,350	COD	COD

158362	Collector 5	Onsite	MMD	Roads	Collector	65-feet	\$1,187,519	COD	COD
	Neighborhood Park (12 ac)	Land & Funding	Developer	Parks			\$1,080,000	COD	COD
	Central Park Floodplain (157 ac)	Land & Funding	Developer	Parks			\$7,065,000	COD	COD
	Central Park Excluding Floodplain (181 ac)	Land & Funding	Developer	Parks			\$16,290,000	COD	COD
	District Park (30.5 ac)	Land & Funding	Developer	Parks			\$2,745,000	District	District
	Police/Fire Station East (3 ac)	Land & Funding	Developer	Public Facility			\$180,000	COD	COD
	Police/Fire Station West (3 ac)	Land & Funding	Developer	Public Facility			\$180,000	COD	COD
	Trails	Amenity	Developer/City	Parks			\$5,702,400	District	District
	Amenity Center (4)	Amenity	Developer	Private			\$17,000,000	HOA	HOA
	Entries - Primary	Amenity	Developer	Private			\$100,000	District	District
	Entries - Secondary	Amenity	Developer	Private			\$40,000	District	District
	Entries - Neighborhood	Amenity	Developer	Private			\$25,000	District	District
	Screen wall	Amenity	Developer	Private			\$13,522,436	District	District
	Street Scape - Arterial	Amenity	Developer	Private			\$2,486,235	District	District
	Street Scape - Collector	Amenity	Developer	Private			\$1,327,785	District	District
	Elementary School (25 ac)	Land & Funding	Developer	Land			\$2,250,000	DISD	DISD
	Middle School (33 ac)	Land & Funding	Developer	Land			\$2,970,000	DISD	DISD
	Transfer Station (2/3 of Land Cost)	Land & Funding	Developer	Funding			\$2,000,000.00	COD	COD
	Capital Expense for Affordable Housing	Land & Funding	Developer	Funding			\$3,000,000.00	COD	COD

Note - The cost of the "MMD" facilities noted above will be determined by future studies, analysis or designs that will further define the proportional benefit to the individual districts

Note - The list above is not comprehensive and subject to change

**Exhibit “B-1”**

**Maps of Development Off-Site and Development On-Site**

# WATER LEGEND

- WATER LINE
- 60" WATER LINE (CIP)
- 

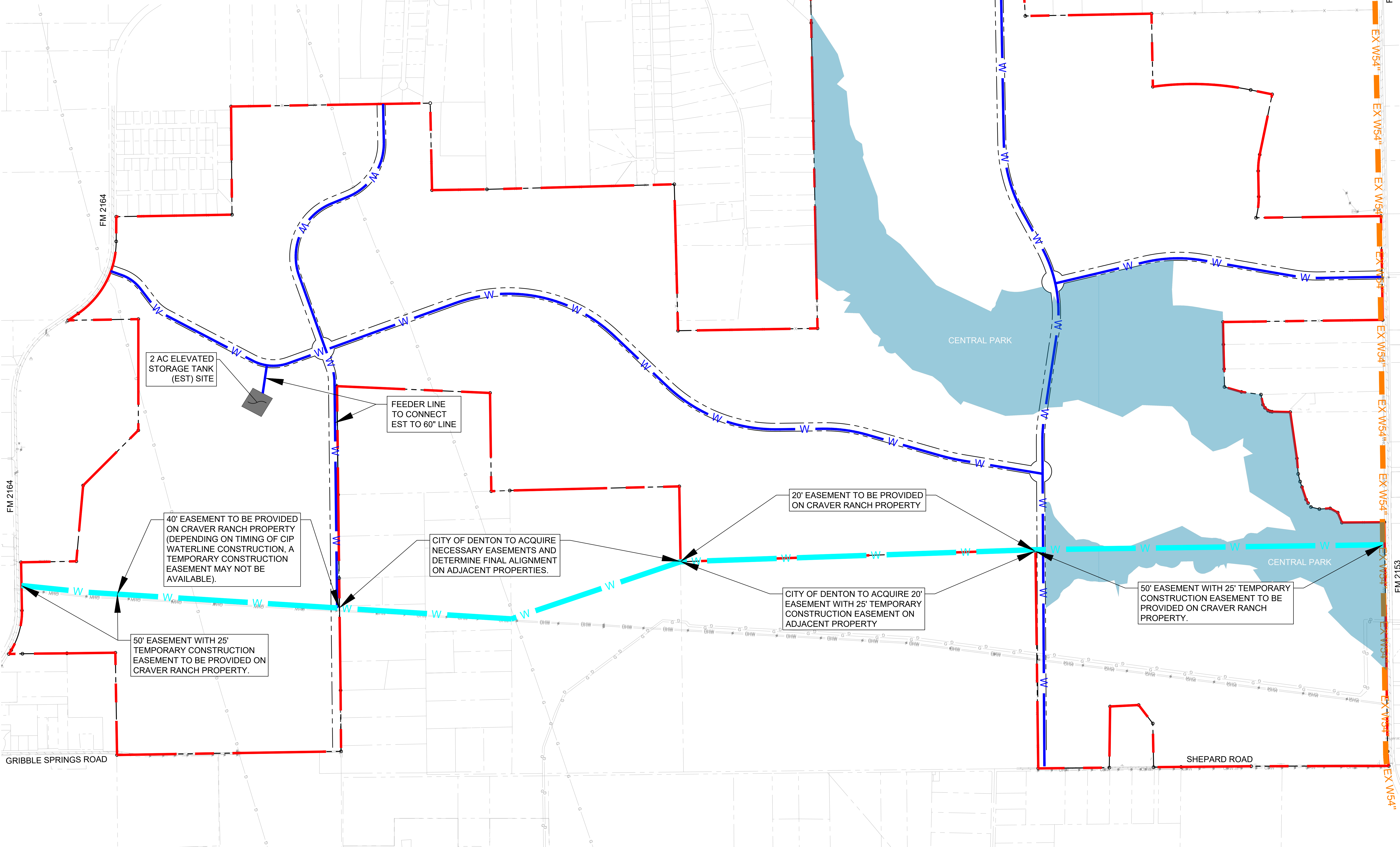
EXISTING WATER LINE

PROPERTY BOUNDARY

CENTRAL PARK

## NOTES:

- FUTURE IN TRACT INFRASTRUCTURE TO CONNECT INITIAL MASTER INFRASTRUCTURE CREATING A LOOPED WATERSYSTEM.
- PRESSURE PLANE (826') FOR ENTIRE DEVELOPMENT.
- LAYOUT & PIPE DIMENSIONS ARE PRELIMINARY AND ARE SUBJECT TO CHANGE.



## PROJECT

**CRAVER RANCH**  
DENTON, TEXAS

## TITLE

**EXHIBIT B-1-A**  
**MASTER WATER PLAN**

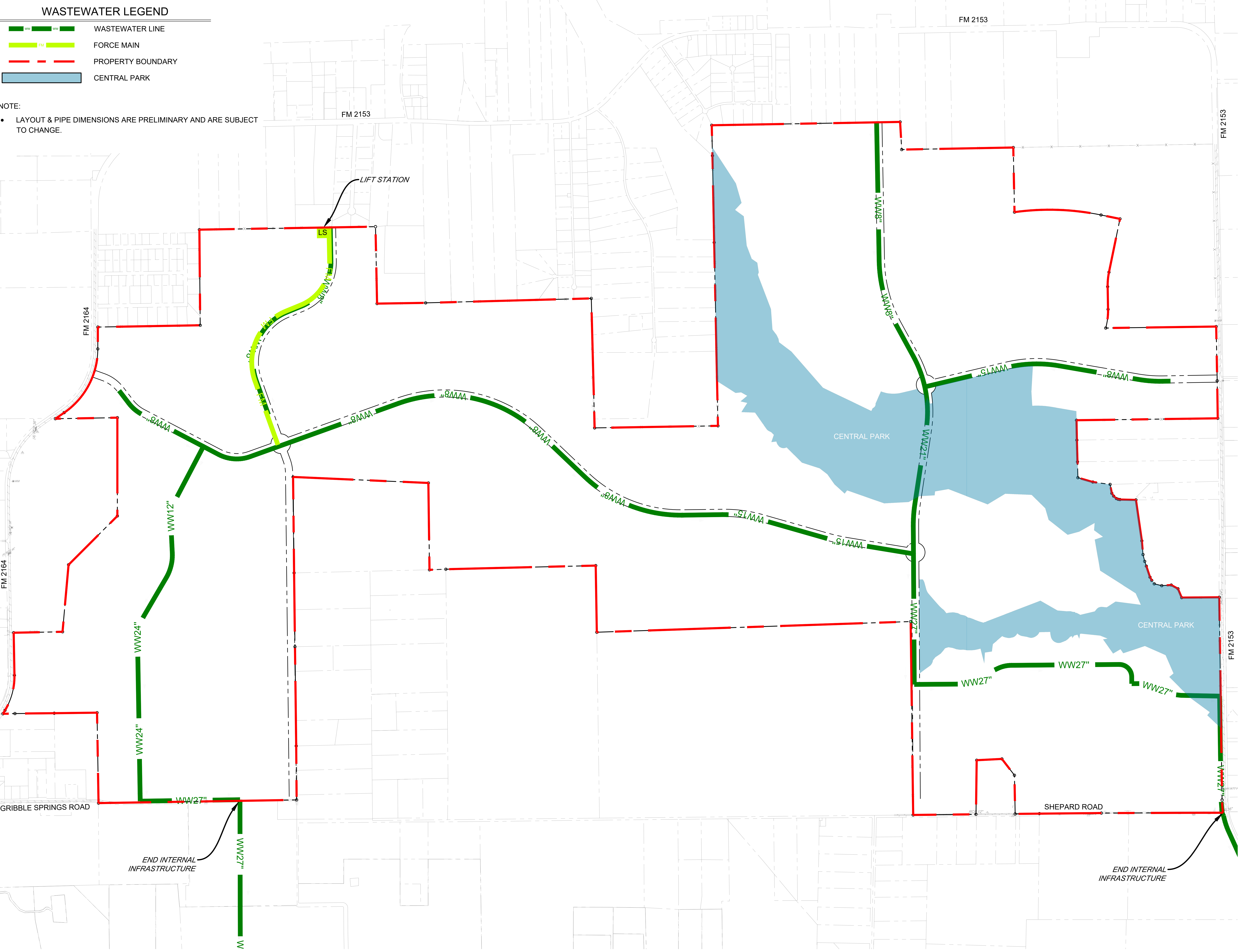
## CLIENT

**OLD PROSPER PARTNERS, LLC**  
PROSPER, TEXAS

WASTEWATER LEGEND

- WASTEWATER LINE
- FORCE MAIN
- PROPERTY BOUNDARY
- CENTRAL PARK

NOTE:  
• LAYOUT & PIPE DIMENSIONS ARE PRELIMINARY AND ARE SUBJECT TO CHANGE.










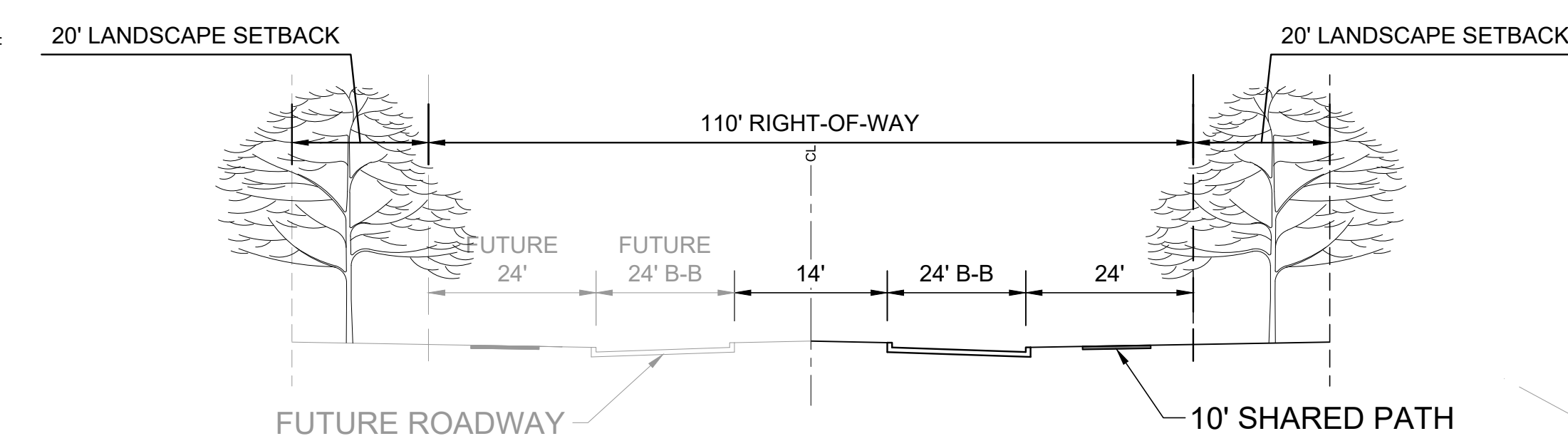
PROJECT  
**CRAVER RANCH**  
DENTON, TEXAS

TITLE  
**EXHIBIT B1-B**  
**MASTER WASTEWATER PLAN**

CLIENT  
**OLD PROSPER**  
**PARTNERS, LLC**  
PROSPER, TEXAS

## THOROUGHFARE LEGEND

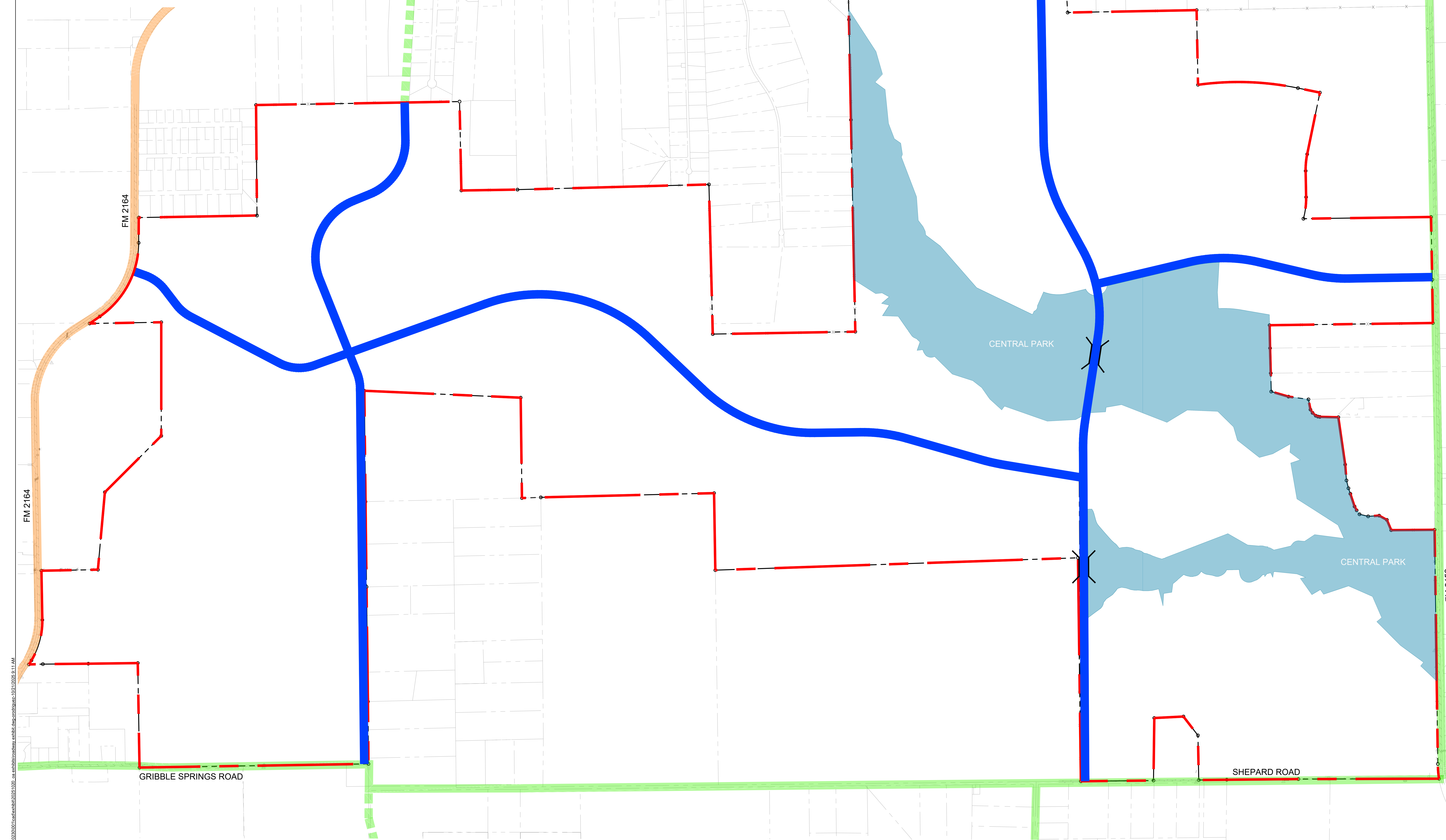
- |   |                                  |
|---|----------------------------------|
|  | SECONDARY ARTERIAL               |
|  | PROPERTY BOUNDARY                |
|  | EXISTING PRIMARY ARTERIAL        |
|  | EXISTING SECONDARY ARTERIAL      |
|  | CITY PROPOSED SECONDARY ARTERIAL |
|  | CENTRAL PARK                     |
|  | FLOODPLAIN CROSSING              |



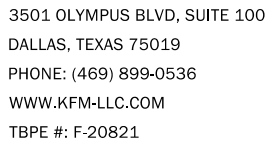
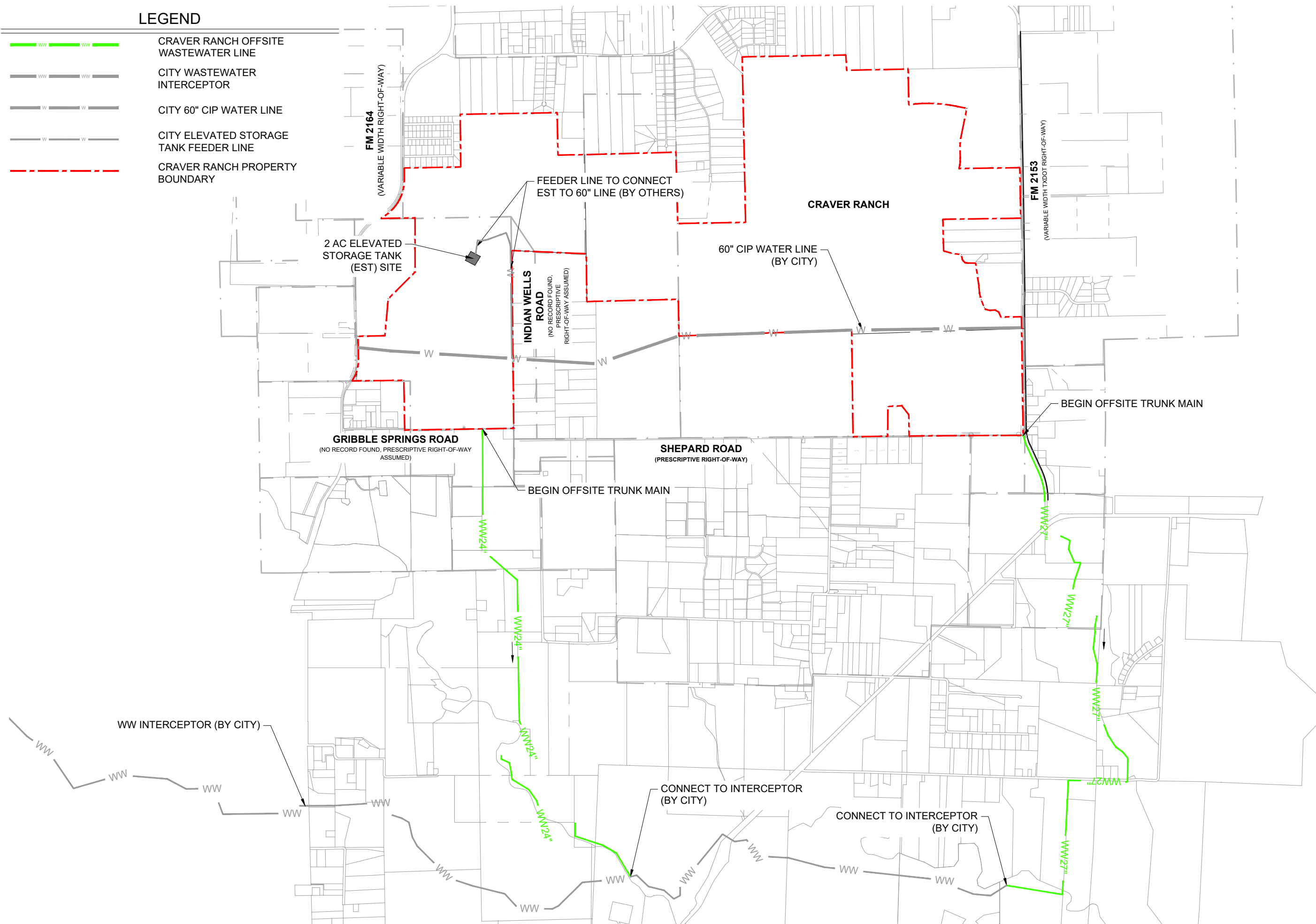
TYPICAL DIVIDED ARTERIAL STREET SECTION

NOTES:

- THOROUGHFARE LAYOUT IS PRELIMINARY AND SUBJECT TO CHANGE.



	CRAVER RANCH OFFSITE WASTEWATER LINE
	CITY WASTEWATER INTERCEPTOR
	CITY 60" CIP WATER LINE
	CITY ELEVATED STORAGE TANK FEEDER LINE
	CRAVER RANCH PROPERTY BOUNDARY



PROJECT  
**CRAVER RANCH**  
DENTON, TX

**TITLE**

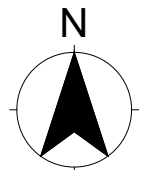
---

**EXHIBIT B1-D**  
**OFFSITES**

**CLIENT**

---

**OLD PROSPER**  
PROSPER, TX



0 1250 2500

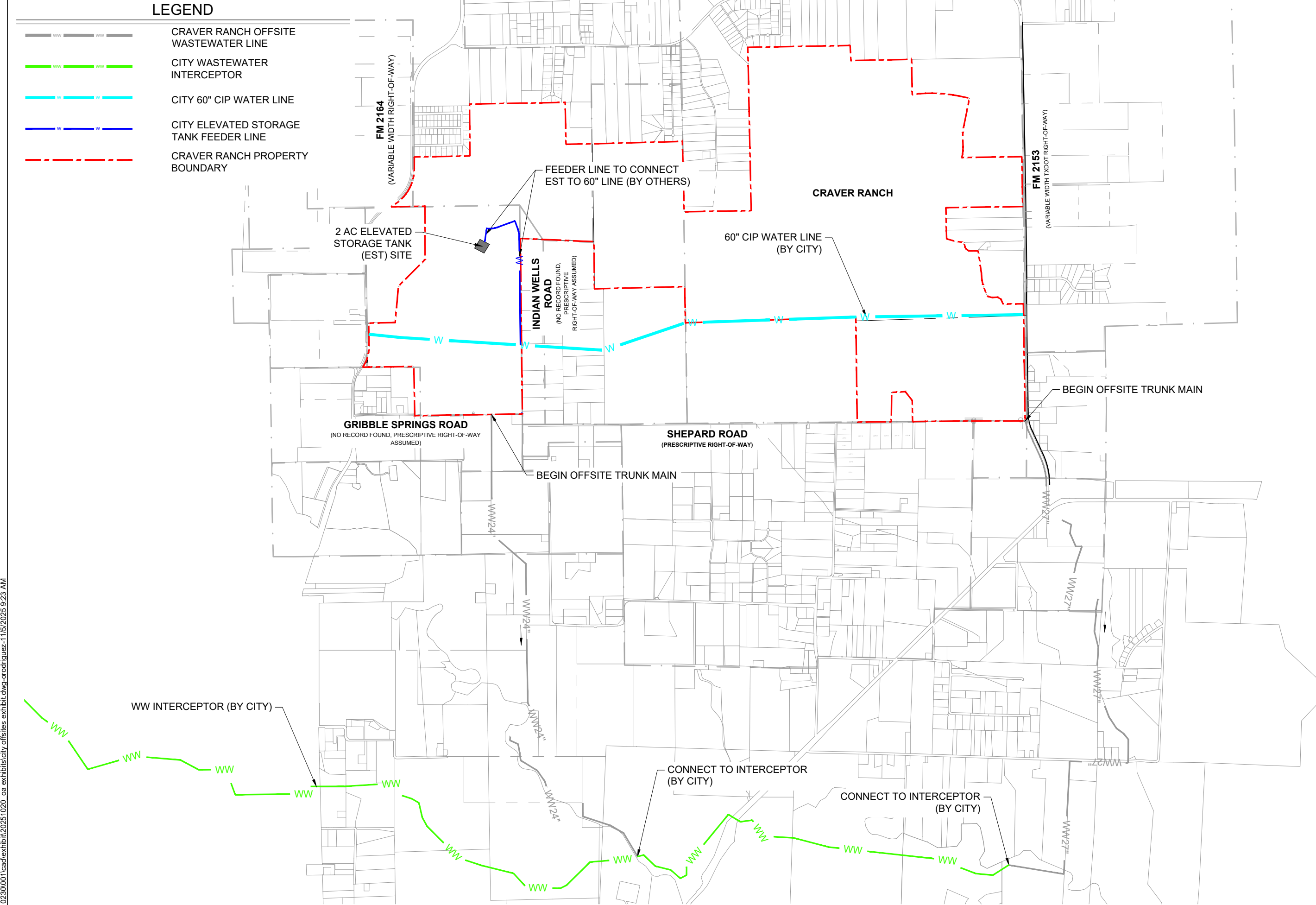
SCALE 1" = 2500'

PROJECT NUMBER:  
010230001

---

DATE:  
2025/11/05

p:\010230001\lead\exhibit\20251020\_oa\_exhibits\city offsites exhibit.dwg-ordriguez-11/5/2025 9:23 AM



LEGEND

WW

WW

CRAVER RANCH OFFSITE WASTEWATER LINE

WW

WW

CITY WASTEWATER INTERCEPTOR

W

W

CITY 60" CIP WATER LINE

W

W

CITY ELEVATED STORAGE TANK FEEDER LINE

CRAVER RANCH PROPERTY BOUNDARY

KFM

ENGINEERING & DESIGN

3501 OLYMPUS BLVD, SUITE 100

DALLAS, TEXAS 75019

PHONE: (469) 899-0536

WWW.KFM-LLC.COM

TBPE #: F-20821

PROJECT

CRAVER RANCH

DENTON, TX

TITLE

EXHIBIT B1-E

CITY OFFSITES

CLIENT

OLD PROSPER

PROSPER, TX

N

0

1250

2500

SCALE 1" = 2500'

PROJECT NUMBER:

010230001

DATE:

2025/11/05

**Exhibit “C”**

Park Plan

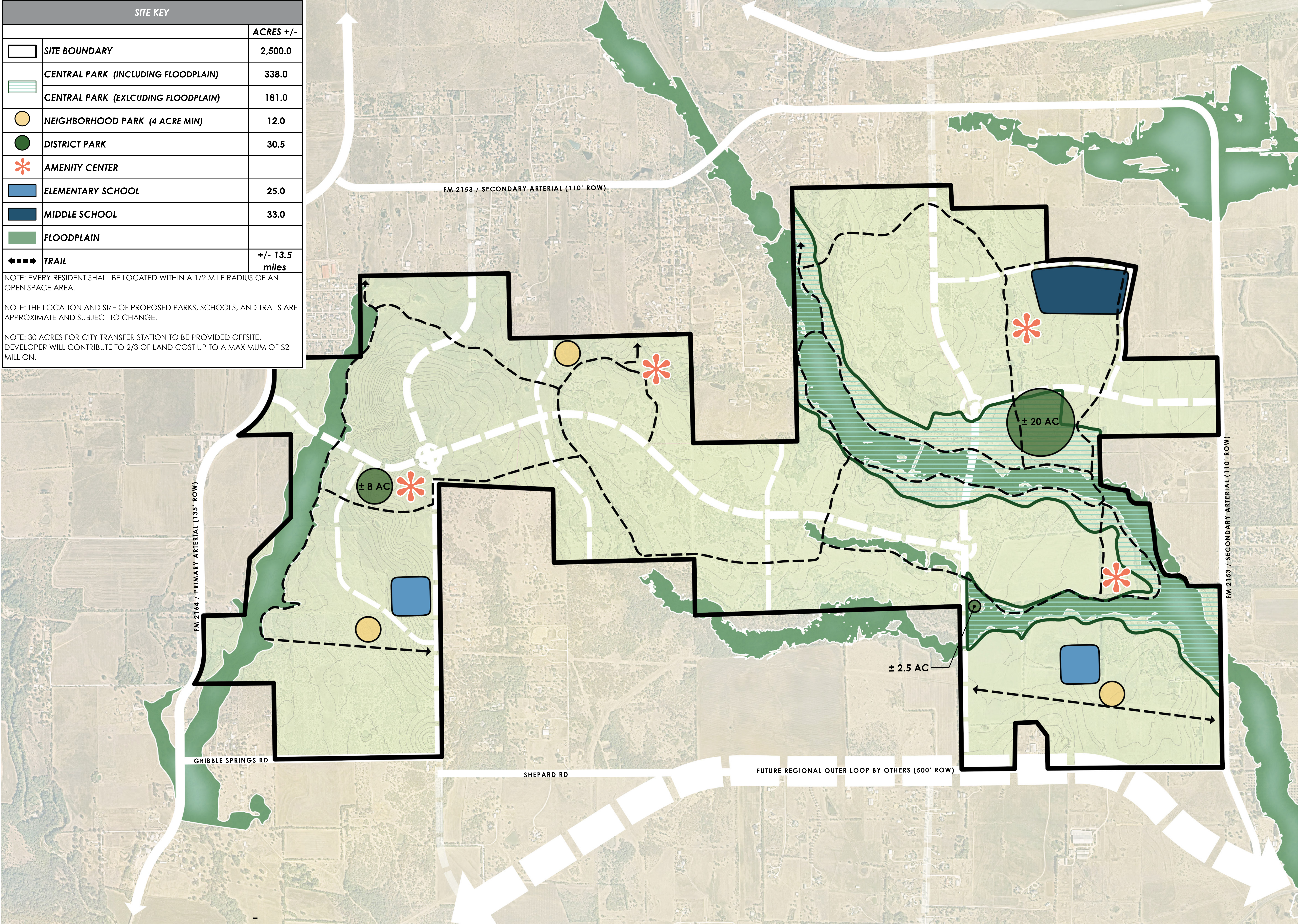
Project Envelope ID: 84631823-AF76-496D-8F3F-8B8ACDC9F081

SITE KEY		ACRES +/-
<div></div>	SITE BOUNDARY	2,500.0
<div></div>	CENTRAL PARK (INCLUDING FLOODPLAIN)	338.0
<div></div>	CENTRAL PARK (EXCLUDING FLOODPLAIN)	181.0
<div></div>	NEIGHBORHOOD PARK (4 ACRE MIN)	12.0
<div></div>	DISTRICT PARK	30.5
<div></div>	AMENITY CENTER	
<div></div>	ELEMENTARY SCHOOL	25.0
<div></div>	MIDDLE SCHOOL	33.0
<div></div>	FLOODPLAIN	
<div></div>	TRAIL	+/- 13.5 miles

NOTE: EVERY RESIDENT SHALL BE LOCATED WITHIN A 1/2 MILE RADIUS OF AN OPEN SPACE AREA.

NOTE: THE LOCATION AND SIZE OF PROPOSED PARKS, SCHOOLS, AND TRAILS ARE APPROXIMATE AND SUBJECT TO CHANGE.

NOTE: 30 ACRES FOR CITY TRANSFER STATION TO BE PROVIDED OFFSITE. DEVELOPER WILL CONTRIBUTE TO 2/3 OF LAND COST UP TO A MAXIMUM OF \$2 MILLION.



**Exhibit “D”**

Reserved

**Exhibit “E”**

**Form of Joinder**

## JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the “Joinder Agreement”), dated as of \_\_\_\_\_, 20\_\_\_\_, is executed by \_\_\_\_\_ MUNICIPAL MANAGEMENT DISTRICT NO. \_\_\_\_ of Denton County (“New District”), in connection with that certain Operating Agreement (the “Operating Agreement”) entered into by and between the CITY OF DENTON, TEXAS, a home-rule municipality located in Denton County, Texas (the “City”), and CRAVER RANCH MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF DENTON COUNTY (the “Original District”), a conservation and reclamation district and body politic and a political subdivision of the State of Texas, created under the authority of Article III, Section 52, Article III, Section 52-a, and Article XVI, Section 59 of the Texas Constitution, and operating under and governed by the provisions of Chapter 4020, Special District Local Laws Code (the “District Act”), and Chapter 375, Local Government Code, as amended (the “MMD Act”), dated effective as of \_\_\_\_\_, 2025. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Operating Agreement.

In accordance with Section 3.06 of the Operating Agreement, the New District executes this Joinder Agreement in order to become a Party to the Operating Agreement. Accordingly, the New District hereby agrees as follows with City and the Original District:

1. The New District acknowledges and confirms that it has received a copy of the Operating Agreement and the schedules and exhibits thereto.
2. The New District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the New District shall automatically be deemed to be a Party to the Operating Agreement, and shall have all of the rights and obligations of the Original District with regard to property within the New District as if it had originally executed the Operating Agreement. The New District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Operating Agreement applicable to it to the same effect as if it were an original Party thereto.
3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Denton County, Texas.
4. The boundaries of the property within the New District are described by metes and bounds attached hereto as Exhibit “A” and incorporated herein for all purposes.
5. A general description of the Improvement Projects projected to be constructed and financed to serve the New District is attached hereto as Exhibit “B” and incorporated herein for all purposes.

IN WITNESS WHEREOF, the New District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

[Signature page to follow.]

\_\_\_\_\_ MUNICIPAL  
MANAGEMENT DISTRICT NO. \_\_\_\_  
OF DENTON COUNTY

By: \_\_\_\_\_  
Name:  
Its: President

**ATTEST:**

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

STATE OF TEXAS                    §  
   §  
COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, President of \_\_\_\_\_ Municipal Management District No. \_\_\_\_ of Denton County, on behalf  
of said district.

(SEAL)

Name printed or typed

\_\_\_\_\_  
Notary Public, State of Texas  
\_\_\_\_\_

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES.

REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

EXECUTED as of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**CRAVER RANCH MUNICIPAL MANAGEMENT  
DISTRICT NO. 1**

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

STATE OF TEXAS                   §  
  §  
COUNTY OF DENTON           §

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of **CRAVER RANCH MUNICIPAL MANAGEMENT DISTRICT NO. 1**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas, and that he/she executed the same as the act of said District for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

After recording, return to:  
Mr. Ross Martin  
Winstead PC  
2728 N. Harwood, Suite 500  
Dallas, Texas 75201

ACKNOWLEDGED AND ACCEPTED as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

CITY OF DENTON, TEXAS

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Secretary

STATE OF TEXAS                   §  
  §  
COUNTY OF DENTON           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Mayor, and \_\_\_\_\_, City Secretary of the CITY OF DENTON, TEXAS, a Texas home-rule municipal corporation, on behalf of said home-rule municipal corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

**Exhibit “G”**  
Reserved

**Exhibit “H”**

**Form of Reimbursement Agreement**

**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS  
AND REIMBURSEMENT OF ADVANCES BETWEEN  
CRAVER RANCH MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF DENTON COUNTY  
AND  
\_\_\_\_\_, LLC**

THE STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This Agreement for the Construction of Improvements and Reimbursement of Advances (the "Agreement") is made and entered into on the date last herein written by and between CRAVER RANCH MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF DENTON COUNTY, a political subdivision of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution (together with any successors and assigns hereinafter referred to as the "District") and \_\_\_\_\_, LLC, a Texas limited liability company (together with any successors and assigns hereinafter referred to as the "Developer").

This Agreement is being executed by the District and Developer to set forth the terms and conditions under which Developer has advanced to date, and may (but shall not be obligated to) advance funds for or on behalf of the District and/or to construct the certain improvements on behalf of the District, to serve or benefit the property within the District and the terms under which the District will purchase and maintain such improvements and/or the terms and conditions under which all of such costs expended by Developer shall be reimbursed by the District to the fullest extent allowed by law.

**RECITALS**

WHEREAS, the District is a body politic and corporate and a governmental agency of the State of Texas, operating under and governed by the provisions of V.T.C.A, Texas Special District Local Laws Code, Chapter 4020, as amended, (the “District Act”) operating under and governed by certain provisions of Chapters 372 and 375, Texas Local Government Code, and certain provisions of Chapters 49 and 54 of the Texas Water Code, as amended, and Article XVI, Section 59; Article III, Section 52; and Article III, Section 52-a of the Texas Constitution to accomplish the purposes of the District; and

WHEREAS, in furtherance of the purposes for which it was created, the District will require the construction, acquisition, improvement, relocation, operation, maintenance, or provision of certain improvement projects and services as authorized by the Section 4020.0302 of the District Act (the "Improvements") for the benefit of the District and the District is willing to construct and install such Improvements, but does not have funds on hand for such purpose at the present time. The District will also require and has required certain funds for the creation, administration, organization, operation and maintenance of the District and Improvements. The District has heretofore requested and will request that the Developer advance or cause to be advanced funds and/or construct certain Improvements for the benefit of the District so that the District may fulfill its purpose as a political subdivision of the State of Texas and lands within the District will be benefited. Therefore, the District has determined that it is in the best interest of the District to enter into this Agreement and request that the Developer advance or cause to be advanced funds to proceed with the construction of such Improvements as soon as is practicable; and

WHEREAS, the Developer, as the developer of approximately 2,499.35 acres of real property located in Denton County, Texas, as more particularly described on Exhibit "A" plus any lands hereinafter acquired by the Developer for development and annexed into the District in accordance with applicable law (the "Property"), desires to develop or cause to be developed such Property or, in the future, purchase, sell or convey parcels thereof for development, including property that may be added to the boundaries of the District; and Developer may, subject to certain covenants and agreements of the District, advance and continue to advance or cause to be advanced funds to or on behalf of the District, for the purposes of (i) creating, validating and organizing the District (the "Organizational Costs"), (ii) planning, designing, engineering, constructing and installing the Improvements ("Improvement Costs"), and (iii) all operation, maintenance, administrative, planning, design, engineering, and contracting, director fees, legal fees, insurance and other ancillary costs and expenses related to the organization, operation, and administration of the District (the "O&M Costs") and;

WHEREAS, the Developer is willing to finance or cause to be financed or has financed the costs of the construction of Improvements and such Organizational Costs, Improvement Costs, and O&M Costs or other valid District expenses, (collectively "District Costs") either by constructing or causing the construction of Improvements for the benefit of the District, entering into contracts for or on behalf of the District or by making payments for or on behalf of the District under any such contracts entered into by the District, based upon the understanding that, at such time as the District is able to sell bonds using its best efforts for the purpose of paying District Costs (the "Bonds"), the District, upon funding of such sale, will purchase the Improvements at the Developer's cost and/or reimburse the Developer for funds advanced or caused to be advanced by the Developer to the District for any such Improvements, Organizational Costs, O&M Costs, or other expenditures on behalf of and benefiting the District, and the District will pay interest as further described in Section 2.02 hereof; and

WHEREAS, the District and the Developer desire to enter into this Agreement for the financing, construction, installation, and operation of the Improvements; and

WHEREAS, the District is willing to approve proceeding with construction of the Improvements, provided that the Developer advances or causes to be advanced all of the costs and assumes all risks of any delay in the sale of the Bonds until the District or City, as hereinafter defined, acquires the Improvements pursuant to Article III hereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the District and the Developer hereby contract and agree as follows:

## ARTICLE 1

### Construction of the Improvements

1.01. Design of the Improvements. All physical facilities to be constructed or acquired as a part of the Improvements shall be designed by the District Engineer or a qualified engineer selected or caused to be selected by the Developer. Such design shall be subject to the approval of all governmental agencies with jurisdiction, including, without limitation, the Texas Department of Health and Human Services, the Texas Commission on Environmental Quality (the "Commission"), any city within whose corporate limits all or a portion of the District may be located, including the City of Denton, Texas (the "City"), and the County of Denton.

1.02. Construction and Acquisition of Improvements.

(a) The Improvements shall be constructed or caused to be constructed and all easements, equipment, materials, and supplies required in connection therewith may be acquired in the name of the District or the Developer; provided, however, all construction contracts, easements and other agreements shall contain provisions in a form satisfactory to the District's attorneys, to the effect that any contractor, materialman or other party to a construction contract, easement or other agreement awarded or entered into or caused to be awarded or entered into by the Developer on behalf of the District shall look solely to the Developer for payment of all sums coming due thereunder and that the District shall have no obligation whatsoever to any such party. In the event that the District is financially capable of constructing Improvements and paying the costs related to such Improvements without advances from the Developer, all construction contracts, easements and other agreements shall be entered into solely by the District by Board approval and contain provisions to the effect that any contractor, materialman or other party to a construction contract, easement or other agreement awarded or entered into by the District shall look solely to the District for payment of all sums coming due thereunder and that the Developer shall have no obligation whatsoever to any such party. In the event the Improvements have been constructed in the name of the Developer, at the time of reimbursement to the Developer with funds of the District, the Developer shall convey the Improvements so bonded to the District or the City on behalf of the District in accordance with Section 3.02 below.

(b) All construction contracts for the Improvements shall be bid and awarded in the manner provided by law, if applicable.

(c) The governing body of the District may approve the award of all construction contracts for the Improvements and all pay applications and change orders relating to construction contracts for the Improvements, if required by law. If the Improvements are constructed by the Developer and acquired by the District after construction as provided by law, the District will not be required to approve the award of construction contracts or any pay applications or change orders.

(d) The Developer may make reports to the District at meetings of the District on the money paid or caused to be paid to contractors for the District Costs constructed or caused to be constructed in the name of the Developer and shall maintain or cause to be maintained accounts in such a manner to separately reflect the payments made on behalf of the District. The Developer shall provide such accounts to the District on a quarterly basis. The Developer's carrying charges shall be calculated based upon these separate accounts rather than upon a combination of the total construction costs.

(e) The Improvements shall be constructed in a good and workmanlike manner and all material used in such construction shall be fit for their intended purpose.

(f) Upon completion of construction of Improvements constructed or caused to be constructed in the name of the Developer, the Developer shall provide the District with final "record" drawings of the Improvements approved by the District's engineers.

(g) Upon completion of construction of Improvements constructed or caused to be constructed in the name of the Developer, the Developer shall provide the District with applicable acceptance letters and a certificate of completion from the District's engineers certifying that the construction of such Improvements has been completed in accordance with the plans and specifications approved by the District.

1.03. Cost of Improvements to be Funded by Developer. The Developer shall promptly pay or cause to be paid the costs of the Improvements as the same become due, subject to statutory retainages, including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Improvements; all payments arising under any contracts entered into for the

construction of the Improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Improvements, including, without limitation, any on-site or off-site mitigation costs; and all out-of-pocket expenses incurred in connection with the construction of the Improvements. The District shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Improvements, but shall only be obligated to acquire the Improvements and/or reimburse the Developer in the manner and to the extent provided in Article II of this Agreement.

1.04. Indemnity. THE DEVELOPER SHALL INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES (HEREIN COLLECTIVELY REFERRED TO AS "LOSSES") OF WHATSOEVER NATURE, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COSTS OF LITIGATION, COURT COSTS, AMOUNTS PAID IN SETTLEMENT AND AMOUNTS PAID TO DISCHARGE JUDGMENTS RELATING TO ANY CLAIM, LAWSUIT, CAUSE OF ACTION OR OTHER LEGAL ACTION OR PROCEEDING BROUGHT AGAINST THE DISTRICT OR TO WHICH THE DISTRICT MAY BE A PARTY, EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACQUISITION, PURCHASE OR CONSTRUCTION OF THE IMPROVEMENTS PRIOR TO THE PAYMENT TO THE DEVELOPER FOR THE IMPROVEMENTS PURSUANT TO SECTION 2.01 HEREOF. IN THE EVENT OF ANY ACTION BROUGHT AGAINST THE DISTRICT IN WHICH INDEMNIFICATION BY THE DEVELOPER IS APPLICABLE, THE DISTRICT SHALL PROMPTLY GIVE WRITTEN NOTICE TO THE DEVELOPER AND THE DEVELOPER SHALL ASSUME THE INVESTIGATION AND DEFENSE OF SUCH ACTION, INCLUDING THE EMPLOYMENT OF COUNSEL AND THE PAYMENT OF ALL EXPENSES. THE DISTRICT SHALL HAVE THE RIGHT, AT ITS EXPENSE, TO EMPLOY SEPARATE COUNSEL AND TO PARTICIPATE IN THE INVESTIGATION AND DEFENSE OF ANY SUCH ACTION. THE DEVELOPER SHALL NOT BE LIABLE FOR THE SETTLEMENT OF ANY SUCH ACTION MADE BY THE DISTRICT WITHOUT THE CONSENT OF THE DEVELOPER; PROVIDED, HOWEVER, THAT IN THE EVENT OF ANY SETTLEMENT ENTERED INTO WITH THE CONSENT OF THE DEVELOPER OR OF ANY FINAL JUDGMENT FOR A PLAINTIFF IN ANY SUCH ACTION, THE DEVELOPER SHALL INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ANY LOSSES INCURRED BY REASON OF SUCH SETTLEMENT OR JUDGMENT. THE EXPIRATION OF THE TERM OF THIS AGREEMENT SHALL NOT RELIEVE THE DEVELOPER FROM ANY LIABILITY HEREUNDER ARISING PRIOR TO THE EXPIRATION OF THIS AGREEMENT.

1.05 Timing of Improvements. Notwithstanding anything herein to the contrary, the Developer may advance funds or cause funds to be advanced and/or construct and install or cause to be constructed and installed Improvements as Developer deems appropriate in its sole and absolute discretion, pursuant to the terms of that certain Operating Agreement, by and between the City of Denton, Texas, a home-rule municipality located in Denton County, Texas (the "City"), and the District, as may be amended (the "Operating Agreement"), including the construction and installation of Improvements to serve portions of the Property and in different phases and sections over a period of time. Developer may exercise its sole discretion on all aspects of the phasing and timing of development and shall not be obligated to advance funds or cause funds to be advanced and/or construct and install or cause to be constructed and installed the Improvements for the entire Property at one time.

## ARTICLE II

### Reimbursement for Funds Advanced

2.01. Obligation to Reimburse. The District and Developer agree that the District shall be

obligated to issue and sell, from time to time, Bonds to reimburse the Developer for all previous and ongoing funds advanced or caused to be advanced by Developer for District Costs as provided by law. It is the mutual intent and agreement of the District and Developer to provide for future reimbursement of funds advanced or caused to be advanced by the Developer through issuance of Bonds and use of Bond proceeds and other legally available funds of the District. If such funds have not been advanced by Developer and have been caused to be advanced on Developer's behalf, Developer shall provide a written agreement, acknowledgment or assignment of the costs advanced on Developer's behalf and directing such costs to be reimbursed to Developer, executed by the party who expended such funds. The District's obligation to proceed with the issuance of Bonds for such reimbursement by the District shall be absolute and unconditional subject only to: (1) satisfaction of the conditions set forth in Section 2.03 of this Agreement; and (2) the performance by the District of the administrative and ministerial acts set forth in this Agreement. The District is obligated to reimburse the Developer for all funds advanced or caused to be advanced by the Developer for the acquisition, construction, installation, maintenance, operation, and management of the District and any Improvements authorized under the District Act; Chapters 49 and 54, Texas Water Code; Chapters 372 and 375, Texas Local Government Code; and any other current or future authorization acquired or granted to the District.

2.02. Time and Amount of Reimbursement. At any time, the District shall, upon Developer's request, reimburse the Developer for operation and administrative expenses related to the operation and maintenance of the District and the Improvements subject to the availability of Bond proceeds or surplus District operating funds in District's reasonable discretion.

Within thirty (30) days after the District's receipt of the proceeds of the sale of Bonds to finance the acquisition, installation, or construction of the District Costs or a portion of the District Costs, the District shall reimburse the Developer for those District Costs which have been paid or advanced or caused to be paid or advanced by the Developer pursuant to Section 1.03 hereof, including any amounts paid or advanced or caused to be paid or advanced by the Developer for the purpose of oversizing any facilities in order to serve areas within or outside the District owned by persons or entities other than the Developer. Interest shall be added to such amount calculated from the respective dates of payment or advancement of such funds to the date of reimbursement at an annual interest rate equal to the net effective interest rate (as defined in Chapter 1204, Texas Government Code, as amended) on the Bonds issued to finance the District Costs or portion of the District Costs or, if the Developer has a borrowing rate on the District Costs which is less, then the Developer's borrowing rate. It is specifically understood and agreed by the parties that the issuance of Bonds to pay the District Costs and/or reimburse the Developer for funds advanced for the District Costs will most likely be accomplished through a series of Bond sales over time. The District's financial advisor shall advise the District as to the amount of Bonds that can be prudently sold from time to time.

2.03. Conditions to Reimbursement. The District's obligation to issue the Bonds and to acquire the Improvements and/or reimburse the Developer for funds advanced for the District Costs shall be subject to the following terms and conditions:

- (a) Recommendation of the District's financial advisor, that sale of the Bonds to finance all or a portion of the District Costs is feasible and prudent;
- (b) Receipt of a bona fide bid for the Bonds through either competitive or negotiated sale;
- (c) Approval of the Bonds by the Attorney General of the State of Texas;
- (d) Registration of the Bonds by the Comptroller of Public Accounts of the State of Texas;

- (e) The assessed value of all taxable property within the District, as shown by the latest appraisal roll issued for the District by the Denton Central Appraisal District, together with the projected increase in the assessed value as a result of development of the land benefitted by the District Costs, contract revenues received by the District, or assessments levied within the District are such that the projected debt service on the District's outstanding bonded indebtedness and the Bonds then being issued, can be paid with a tax or special assessment levy found by the District's financial advisor to be reasonable.
- (f) The District shall not be obligated to issue Bonds in increments of less than \$1,000,000 unless such bond issue is the last bond issue anticipated to be issued by the District.
- (g) Bonds may be issued only in compliance with, and subject to the requirements of, the Operating Agreement.
- (h) The issuance of the Bonds and reimbursement to the Developer are subject to the requirements of the District Act.

The Bonds shall be offered on terms and conditions generally accepted in the bond market for similar types of districts, at the recommendation of the District's financial advisor, at a net effective interest rate, taking into consideration any applicable discount or premium, not to exceed the higher of the interest rate maximum pursuant to Chapter 372.023(e), Texas Local Government Code or two percent (2%) above the highest average interest rate reported by an index selected by the District during the one-month period immediately preceding the date notice of the sale of the Bonds is given. The District shall issue and sell a sufficient amount of the Bonds through a series of bond sales to pay the full purchase price of the Improvements, to reimburse the Developer for District Costs, and to pay the cost for the District's guaranteed reservation of any water or wastewater capacity resulting from construction of the Improvements, whichever is applicable; provided, however, that the District reserves the right to issue and sell less than all of the Bonds authorized on any offering if a portion of the proceeds of the sale would not be immediately necessary for construction, installation, acquisition of, reimbursement for or payment for a part of the Improvement Costs not under construction at such time. The District shall not be obligated to sell or issue any amount of the Bonds in excess of the amount then recommended by the District's financial advisor. The District shall not be obligated to offer the Bonds in contravention of any law of the State of Texas. The District shall use its best efforts to sell the Bonds, but shall not be considered to have guaranteed the sale thereof.

2.04. Time of Issuance of Bonds. Subject to the terms and conditions set forth herein, upon presentation by the Developer or its representatives to the District of evidence supporting the expenditure by or caused by the Developer of reimbursable District Costs, the District shall proceed with the issuance and sale of the Bonds as soon as is feasibly practicable to reimburse Developer for such District Costs. It is the intention of the District and the Developer to issue Bonds and reimburse the Developer in the most expeditious manner possible. If the Developer is the only party requesting reimbursement of District Costs, the District Costs included in a Bond issue shall be designated in writing by the Developer to the District. In the event the District has multiple developers, the District will employ a policy of reimbursing District Costs in the order the District Costs have been expended and to the extent that such District Costs may be reimbursed under the constitutional authority of a certain bond issuance.

2.05. Continuing Securities Disclosure. The Developer agrees to provide periodic financial and operating information and notices of material events regarding the Developer and the Developer's development within the District as may be required by the United States Securities and Exchange Commission Rule 15c2-12.

## ARTICLE III

### Acquisition of Improvements

3.01. Acquisition of Improvements. At the time of reimbursement of the Developer for the Improvement Costs or a portion of the Improvement Costs, the District will acquire or cause to be acquired such Improvements from the Developer as have been constructed or caused to be constructed by the Developer for the benefit of the District, or assume the Developer's interest and Improvement Costs in any Improvements paid for or caused to be paid for by the Developer but owned by entities other than the Developer, as applicable, including off-site Improvements, and shall assume the contracts for any portion of the Improvements which remain incomplete at the time of reimbursement and directly make and administer all payments (and the Developer shall have no further responsibility to make or administer such payments) coming due under all such contracts assumed by the District. In the event that some or all of the Improvements are dedicated to a regional service provider, the District will have an interest in the capacity of the regional system to the extent that the District has reimbursed such system for its pro rata share of the Improvements or reimbursed the Developer for any such Improvements paid on behalf of the District.

3.02. Conveyance Requirements. If the Developer is to convey the Improvements to the District, rather than to a regional service provider, the Developer shall convey or cause to be conveyed the Improvements to the District by general warranty deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrance, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen. The Developer may also convey or cause to be conveyed the Improvements to the City by plat or other instrument on behalf of or benefiting the District. The Developer shall provide or cause to be provided reasonable proof of title and proof of no liens, claims, or encumbrances. Each conveyance shall include all easements within which the Improvements of the District are located, unless such easements have been dedicated to the public, and all easements necessary to own, operate and maintain the Improvements. Each conveyance shall additionally include fee simple title to any and all plant sites, together with necessary rights of way where such site or sites are not directly accessible by a dedicated public street, and all licenses, franchises and permits for the Improvements. The Developer shall also assign or cause to be assigned, in writing, all of its contractors' and materialmen's warranties relating to the Improvements. All documents or instruments of conveyance, transfer, or assignment hereunder shall be in a form and content acceptable to the District's attorneys. In the event the Improvements so bonded have been constructed in the name of the District, the Developer, at the time of reimbursement by the District, shall deliver to the District a release of all liens upon the bonded Improvements securing the costs of construction of the bonded Improvements advanced by a third party lender.

3.03. Correction of Defects. Conveyance of the Improvements to the District shall not relieve the Developer of liability for the correction of any existing engineering or construction defects then existing in the Improvements at the time of conveyance or for satisfaction of any unpaid claim for materials or labor. The District shall be under no obligation to contest or challenge any claim for labor or materials; provided, however, that in the event the Developer fails to promptly correct any such defect or satisfy any such claim, the District may elect to do so and, in such event, shall have full rights of subrogation. Subject to any applicable statutes of limitation, the Developer shall pay the District for the District's costs in correcting any defect or satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs.

3.04. Survival or Representations. All representations, warranties and agreements of the District and the Developer hereunder shall survive the conveyance of the Improvements to the District or the City.

3.05. Use of Improvements. The Developer and the District agree that if the District is unable to purchase the Improvements or any capacity resulting from the construction of the Improvements at such time as the construction of the Improvements is certified to be complete by the District's Engineers, the District shall be entitled to utilize the Improvements from year to year from the date of completion of construction without charge to provide service to users within the District on the same terms and conditions as service is provided to other similar users within the District until the District can meet the conditions set forth in Article II, Section 2.03 above. In consideration for such use and the right to retain all fees and charges accruing therefrom, the District agrees to perform all routine maintenance on the Improvements at its sole expense. The Developer shall, however, be responsible for the cost of correcting any construction or engineering defects during such period.

## ARTICLE IV

### Representations

4.01. Representations by the Developer. The Developer hereby represents to the District that:

- (a) The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by the Developer;
- (b) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby shall not violate or constitute a breach of any contract or other agreement to which the Developer is a party;
- (c) The Developer has made financial arrangements sufficient to assure its ability to perform its obligations hereunder; and
- (d) The Developer will send a representative to all meetings of the Board of Directors of the District at which such presence may be required hereunder or otherwise requested.

4.02. Representations by the District. The District hereby represents and covenants to the Developer that it shall use its good faith efforts:

- (a) To obtain the Attorney General's approval of the Bonds;
- (b) To obtain registration of the Bonds by the Comptroller of Public Accounts of the State of Texas;
- (c) To market the Bonds in the manner set forth herein; and
- (d) To levy and collect the taxes, assessments, facility charges, fees, contract revenues, and other revenues due the District and necessary for operation and maintenance of the District and the repayment of debt service on the Bonds.

## ARTICLE V

### Remedies

5.01. Failure; Default. If either party fails to perform an obligation imposed on such party by this Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a

Failure by a non-performing party, the other party shall notify the non-performing party in writing specifying in reasonable detail the nature of the Failure. The non-performing party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing party has diligently pursued a cure within such 30-day period and has provided written notice to the other party that additional time is needed, then the cure period shall be extended for a mutually agreed upon time period but not more than an additional 30-day period so long as the non-performing party is diligently pursuing a cure. Any lender shall have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a lender to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the lender to be bound by this Agreement unless the lender agrees to be bound.

5.02. Default by the Developer. In the event of Default by the Developer hereunder, the District shall have the right:

- (a) To terminate this Agreement without thereby incurring any liability to the Developer whatsoever;
- (b) To pursue all other legal or equitable remedies;
- (c) To recover from the Developer all expenses incurred in pursuing its legal rights hereunder, including reasonable attorneys' fees.

An event of Default by the Developer does not release the District from the obligation to reimburse the Developer for District Costs advanced or caused to be advanced by the Developer on behalf of the District prior to the date of Default by the Developer.

5.03. Default by District. In the event of Default by the District hereunder, the Developer shall be entitled to seek a writ of mandamus from a court of competent jurisdiction compelling and requiring the District and its officers to observe and perform the covenants, obligations and conditions hereof.

5.04. Future Performance. The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants, and conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

## ARTICLE VI

### Miscellaneous

6.01. Severability. In case any one or more provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.02. Modification. This Agreement may be modified or varied only by a written instrument subscribed by both of the parties hereto.

6.03. Applicability of Agreement to Annexed Property. This Agreement shall, without the necessity of any amendment or supplement hereto or any additional action by the parties hereto, upon

annexation by the District, subsequent to the date hereof, of any additional property owned or controlled by the Developer or any affiliate of the Developer become applicable to such annexed property with the same effect as applicable to the Property. This Agreement shall explicitly not become applicable to any annexed property not owned or controlled by the Developer or any affiliate of the Developer at the time of annexation.

6.04. Assignability. (a) This Agreement may be conveyed, transferred, assigned, collaterally assigned, mortgaged, pledged, or encumbered, in whole or in part by the Developer without the consent of the District (but upon the delivery to the District of a written instrument evidencing such assignment). Notwithstanding the foregoing, the District hereby authorizes the Developer to grant a security interest in the Developers' rights hereunder and to all sums to be paid to the Developer by the District pursuant to this Agreement to any bank or lending institution making a loan to the Developer for payment of District Costs without District consent and to the extent permitted by State law. If any city shall dissolve the District in its entirety and assume the obligations of the District, this Agreement shall remain in full force and effect to the extent allowed by the District Legislation or other applicable law and such city shall be entitled to the benefits and be required to assume the obligations hereof, including, without limitation, the obligation to reimburse the Developer as provided in Article II hereof and to issue any necessary authorized but unissued Bonds prior to abolition of the District.

(b) This Agreement may be assigned in whole or in part by the District to any other district resulting from the division of the District (or the division of any such district created by the division of the District) or from the disannexation of land from the District and the obligations of the District hereunder may be assumed by such district in an instrument in writing delivered to the Developer.

6.05. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or used as interpreting the meanings and provisions hereof.

6.06. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Denton County, Texas.

6.07. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed to confer any benefit on any third party. This Agreement shall be binding upon each party, its successors and assigns.

6.08. Term. Except as otherwise provided herein, this Agreement shall be in force and effect from the date of execution hereof for a term of thirty (30) years or until the transactions contemplated hereby are consummated, whichever first occurs.

6.09. Force Majeure. If the District or the Developer is rendered unable, in whole or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to remedy such inability and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. The term "force majeure", as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; pandemics or epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other incapacities of the party, whether similar to those enumerated

or otherwise, which are not within the control of the party, which the party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of such party.

**6.10. Conflict.** In the event of a conflict between this Agreement and the Operating Agreement, the terms of the Operating Agreement shall control. In the event of a conflict between this Agreement and any indenture of trust relating to the Bonds, the indenture of trust shall control. In the event of a conflict between this Agreement and any construction, funding, and acquisition agreement, the construction, funding, and acquisition agreement shall control.

**6.11. Notice.** Any notice required or contemplated by this Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any party may change its address by delivering written notice of such change in accordance with this section.

To the Developer: \_\_\_\_\_, LLC  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

To the District: Craver Ranch Municipal Management District  
No. 1 of Denton County  
c/o Winstead PC  
2728 N. Harwood Street, Suite 500  
Dallas, Texas 75201  
Email: [rmartin@winstead.com](mailto:rmartin@winstead.com)

**6.12. State Law Verifications.** The Developer and the District represent that the following verifications apply to the Agreement as of the Effective Date:

- (a) **Anti-Boycott Verification.** The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12(a) shall survive termination of this Agreement until the statute of limitations has run.

- (b) Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code.

The foregoing representation excludes the Developer and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12(b) shall survive termination of the Agreement until the statute of limitations has run.

- (c) Verifications Pursuant to Chapter 2276, Texas Government Code. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12(c) shall survive termination of the Agreement until the statute of limitations has run.

- (d) Firearms. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do 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 this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12(d) shall survive termination of the Agreement until the statute of limitations has run.

- (e) Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12 shall survive closing until the statute of limitations has run. Liability for breach of any verification in such section during such period shall not be liquidated or otherwise limited by any provision herein, notwithstanding anything herein to the contrary.

6.11. Effective Date. This Agreement shall take effect on July 28<sup>th</sup>, 2025, (the "Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of equal dignity, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

DISTRICT:

CRAVER RANCH MUNICIPAL MANAGEMENT  
DISTRICT NO. 1 OF DENTONCOUNTY

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

(DISTRICT SEAL)

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF DENTON     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by \_\_\_\_\_, President of Craver Ranch Municipal Management District  
No. 1 of Denton County, a political subdivision of the State of Texas, on behalf of said District.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(NOTARY SEAL)

DEVELOPER:

\_\_\_\_\_, LLC,  
a \_\_\_\_\_ limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2025 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, LLC, a Texas  
limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(NOTARY SEAL)

**Exhibit “I”**

List of Improvement Projects, Park Improvements, City Offsites and other  
public and private improvements and amenities

EXHIBIT I - LIST OF IMPROVEMENT PROJECTS									
Project Number	Project Name	Project Type	Construction Party	Service	Facility Type	Required Right of Way	Estimate	Ownership	Maintenance
D-1	8-inch Transmission Main	Onsite	MMD	Water			\$80,560	COD	COD
D-2	12-inch Transmission Main	Onsite	MMD	Water			\$2,308,932	COD	COD
D-3	16-inch Transmission Main	Onsite	MMD	Water			\$960,900	COD	COD
D-4	20-inch Transmission Main	Onsite	MMD	Water			\$700,972	COD	COD
D-5	24-inch Transmission Main	Onsite	MMD	Water			\$2,879,007	COD	COD
D-6	Elevated Storage Tank Site	Onsite	MMD	Water			\$180,000	COD	COD
D-7	Elevated Storage Tank	Onsite	MMD	Water			\$6,000,000	COD	COD
D-8	Variable Width Water Utility Easement for 60-inch CIP Waterline	Onsite	MMD	Water			\$1,173,089	COD	COD
D-9	8-inch Trunk Main	Onsite	MMD	Wastewater			\$1,392,294	COD	COD
D-10	12-inch Trunk Main	Onsite	MMD	Wastewater			\$272,167	COD	COD
D-11	15-inch Trunk Main	Onsite	MMD	Wastewater			\$818,663	COD	COD
D-12	21-inch Trunk Main	Onsite	MMD	Wastewater			\$469,573	COD	COD
D-13	24-inch Trunk Main	Onsite	MMD	Wastewater			\$1,145,735	COD	COD
D-14	27-inch Trunk Main	Onsite	MMD	Wastewater			\$1,348,872	COD	COD
D-15	Lift Station Site (2 ac)	Onsite	MMD	Wastewater			\$180,000	COD	COD
D-16	Lift Station	Onsite	MMD	Wastewater			\$3,500,000	COD	COD
D-17	15-inch Force Main	Onsite	MMD	Wastewater			\$591,000	COD	COD
D-18	Discharge Permit	Onsite	MMD	Wastewater			\$165,000	COD	COD
O-1	24-inch West Offsite Trunk Main	Offsite	MMD	Wastewater			\$5,698,901	COD	COD
O-2	27-inch East Offsite Trunk Main	Offsite	MMD	Wastewater			\$6,493,608	COD	COD
158323	E/W Arterial (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$986,291	COD	COD
158324	E/W Arterial (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$574,814	COD	COD
158332	E/W Arterial (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,013,775	COD	COD
158338	E/W Arterial (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$2,182,637	COD	COD
158345	E/W Arterial (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,694,755	COD	COD
158329	N/S Arterial West (Four Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$2,130,201	COD	COD
158330	N/S Arterial West (Four Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,539,171	COD	COD
158331	N/S Arterial West (Four Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$3,188,115	COD	COD
158334	N/S Arterial West (Four Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,922,875	COD	COD
158351	N/S Arterial East (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$805,707	COD	COD
158353	N/S Arterial East (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,137,059	COD	COD
158354	N/S Arterial East (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,206,665	COD	COD
158352	N/S Arterial East (Two Lanes)	Onsite	MMD	Roads	Principle	110-feet	\$1,876,701	COD	COD
158335	Collector 1	Onsite	MMD	Roads	Collector	65-feet	\$1,194,837	COD	COD
158336	Collector 1	Onsite	MMD	Roads	Collector	65-feet	\$1,043,000	COD	COD
158339	Collector 2	Onsite	MMD	Roads	Collector	65-feet	\$1,435,646	COD	COD
158340	Collector 2	Onsite	MMD	Roads	Collector	65-feet	\$744,487	COD	COD
158346	Collector 3	Onsite	MMD	Roads	Collector	65-feet	\$880,196	COD	COD
158347	Collector 3	Onsite	MMD	Roads	Collector	65-feet	\$686,178	COD	COD
158359	Collector 4	Onsite	MMD	Roads	Collector	65-feet	\$1,835,350	COD	COD

158362	Collector 5	Onsite	MMD	Roads	Collector	65-feet	\$1,187,519	COD	COD
	Police/Fire Station East (2 ac)	Land & Funding	Developer	Public Facility			\$180,000	COD	COD
	Police/Fire Station West (2 ac)	Land & Funding	Developer	Public Facility			\$180,000	COD	COD
	Trails	Amenity	Developer/City	Parks			\$5,702,400	District	District
	Amenity Center (4)	Amenity	Developer	Private			\$17,000,000	HOA	HOA
	Entries - Primary	Amenity	Developer	Private			\$100,000	District	District
	Entries - Secondary	Amenity	Developer	Private			\$40,000	District	District
	Entries - Neighborhood	Amenity	Developer	Private			\$25,000	District	District
	Screen wall	Amenity	Developer	Private			\$13,522,436	District	District
	Street Scape - Arterial	Amenity	Developer	Private			\$2,486,235	District	District
	Street Scape - Collector	Amenity	Developer	Private			\$1,327,785	District	District
	Elementary School (25 ac)	Land & Funding	Developer	Land			\$2,250,000	DISD	DISD
	Middle School (33 ac)	Land & Funding	Developer	Land			\$2,970,000	DISD	DISD
	Transfer Station (2/3 of Land Cost)	Land & Funding	Developer	Funding			\$2,000,000.00	COD	COD
	Capital Expense for Affordable Housing	Land & Funding	Developer	Funding			\$3,000,000.00	COD	COD

Note - The cost of the "MMD" facilities noted above will be determined by future studies, analysis or designs that will further define the proportional benefit to the individual districts

Note - The list above is not comprehensive and subject to change

**Exhibit “J”**

**Demand Schedule**

**CRAVER WATER DEMAND SCHEDULE**

**Residential**

*Gallons Per Capita Per Day*

160

*Max Daily Demand*

2

**SF**

**MF**

**School**

**Recreational**

*Capita per lot*

3.2

2.5

1200

60

*Gallons Per Day Per Unit*

512

400

192000

9600

YEAR	PHASE	# OF LUE	ADDITIONAL INFLOW (MGD)	AVERAGE DAILY FLOW (MGD)	PEAKING FACTOR	PEAK FLOW (MGD)	CUMMULATIVE PEAK FLOW (MGD)
Jul-28	SF	400		0.205	2.00	0.410	
	AMENITY CENTER	2		0.0192	2.00	0.038	
	<b>TOTAL</b>	<b>402</b>		<b>0.224</b>	2.00	<b>0.448</b>	<b>0.448</b>
2029	SF	400		0.205	2.00	0.410	
	<b>TOTAL</b>	<b>400</b>		<b>0.205</b>	2.00	<b>0.410</b>	<b>0.858</b>
2030	SF	400		0.205	2.00	0.410	
	ELEMENTARY SCHOOL	1		0.192	2.00	0.384	
	AMENITY CENTER	2		0.0192	2.00	0.038	
	<b>TOTAL</b>	<b>403</b>		<b>0.416</b>	2.00	<b>0.832</b>	<b>1.690</b>
2031	SF	400		0.205	2.00	0.410	
	<b>TOTAL</b>	<b>400</b>		<b>0.205</b>	2.00	<b>0.410</b>	<b>2.099</b>
2032	SF	400		0.205	2.00	0.410	
	MF	400		0.160	2.00	0.320	
	TH	150		0.077	2.00	0.154	
	RETAIL/COMMERCIAL (1 LUE/2000 SF)	220		0.113	2.00	0.225	
	ELEMENTARY SCHOOL	1		0.192	2.00	0.384	
	<b>TOTAL</b>	<b>1171</b>		<b>0.746</b>	2.00	<b>1.492</b>	<b>3.592</b>
2033	SF	400		0.205	2.00	0.410	
	<b>TOTAL</b>	<b>400</b>		<b>0.205</b>	2.00	<b>0.410</b>	<b>4.001</b>
2034	SF	400		0.205	2.00	0.410	
	MF	400		0.160	2.00	0.320	
	TH	150		0.077	2.00	0.154	
	<b>TOTAL</b>	<b>950</b>		<b>0.442</b>	2.00	<b>0.883</b>	<b>4.884</b>
2035	SF	400		0.205	2.00	0.410	
	RETAIL/COMMERCIAL (1 LUE/2000 SF)	220		0.113	2.00	0.225	
	ELEMENTARY SCHOOL	1		0.192	2.00	0.384	
	<b>TOTAL</b>	<b>621</b>		<b>0.509</b>	2.00	<b>1.019</b>	<b>5.903</b>
2036	SF	400		0.205	2.00	0.410	
	MF	400		0.160	2.00	0.320	
	TH	150		0.077	2.00	0.154	
	<b>TOTAL</b>	<b>950</b>		<b>0.442</b>	2.00	<b>0.883</b>	<b>6.787</b>
2037+	SF (400 UNITS/YEAR)	3491		1.787	2.00	3.575	
	MF	315		0.126	2.00	0.252	
	TH	134		0.069	2.00	0.137	
	RETAIL/COMMERCIAL (1 LUE/2000 SF)	445		0.228	2.00	0.456	
	<b>TOTAL</b>	<b>4385</b>		<b>2.210</b>	2.00	<b>4.420</b>	<b>11.206</b>

## Certificate Of Completion

Envelope Id: 84631823-AF76-499D-8F3F-BBBACDC9F081

Status: Completed

Subject: Complete with Docusign: CRAVER RANCH OPERATING AGREEMENT (compiled with exhibits)\_FINAL 1.pdf

Source Envelope:

Document Pages: 79

Signatures: 13

Envelope Originator:

Certificate Pages: 7

Initials: 0

Kelly Robinson

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

Kelly.Robinson@cityofdenton.com

IP Address: 198.49.140.10

## Record Tracking

Status: Original

Holder: Kelly Robinson

Location: DocuSign

11/24/2025 12:25:31 PM

Kelly.Robinson@cityofdenton.com

## Signer Events

Allison Wing

Allison.wing@cityofdenton.com

Interim Director

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

*Allison Wing*  
75387A6F0F1B4F3...

Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

## Timestamp

Sent: 11/24/2025 12:35:38 PM

Viewed: 11/24/2025 2:08:48 PM

Signed: 11/24/2025 3:20:49 PM

## Electronic Record and Signature Disclosure:

Accepted: 11/24/2025 2:08:48 PM

ID: 7d24370c-6222-403b-ba28-aa5d0524f622

Brenda Haney

brenda.haney@cityofdenton.com

Director

Security Level: Email, Account Authentication  
(None)

Signed by:

*Brenda Haney*  
C3C63BE563154A1...

Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

Sent: 11/24/2025 12:35:39 PM

Viewed: 11/24/2025 12:36:29 PM

Signed: 11/24/2025 12:39:33 PM

## Electronic Record and Signature Disclosure:

Accepted: 11/24/2025 12:36:29 PM

ID: 516a3937-7a1a-41aa-9d89-d73b88c34027

Brittany Sotelo

brittany.sotelo@cityofdenton.com

Director

Economic Development

Security Level: Email, Account Authentication  
(None)

Signed by:

*Brittany Sotelo*  
C4A76D1808B6439...

Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

Sent: 11/24/2025 12:35:38 PM

Viewed: 11/24/2025 12:36:10 PM

Signed: 11/24/2025 3:01:17 PM

## Electronic Record and Signature Disclosure:

Accepted: 11/24/2025 12:36:10 PM

ID: f7fb163c-9eeb-489a-b02a-45ba1da5abe6

Cassandra Ogden

cassandra.ogden@cityofdenton.com

Deputy City Manager

Security Level: Email, Account Authentication  
(None)

Signed by:

*Cassandra Ogden*  
D4301ED876C0410...

Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

Sent: 11/24/2025 12:35:38 PM

Viewed: 11/24/2025 12:41:57 PM

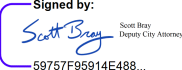

Signed: 11/24/2025 12:42:13 PM

## Electronic Record and Signature Disclosure:

Accepted: 11/24/2025 12:41:57 PM

ID: 91154b7d-cc6d-454c-8980-efe89aceb3e4

Signer Events	Signature	Timestamp
<p>Charlie Rosendahl charles.rosendahl@cityofdenton.com Business Services Manager Security Level: Email, Account Authentication (None)</p>	<p>Signed by:  030370C8D4E84CF...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 66.52.70.239</p>	<p>Sent: 11/24/2025 12:35:39 PM Viewed: 11/24/2025 12:38:40 PM Signed: 11/24/2025 12:41:22 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/24/2025 12:38:40 PM ID: 3b95a275-2479-49c2-ac38-65be949f5c96</p>		
<p>Christine Taylor christine.taylor@cityofdenton.com Assistant City Manager City of Denton Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  2B3E02ECE3184D8...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.186.216.95</p>	<p>Sent: 11/24/2025 12:35:40 PM Viewed: 11/24/2025 3:09:00 PM Signed: 11/24/2025 3:09:18 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Farhan Butt farhan.butt@cityofdenton.com Security Level: Email, Account Authentication (None)</p>	<p>Signed by:  F88B787CD39548E...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 11/24/2025 12:35:41 PM Viewed: 11/24/2025 12:59:21 PM Signed: 11/24/2025 1:01:09 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/24/2025 12:59:21 PM ID: 34658de3-8e28-470a-ace6-ba69f8d53f6f</p>		
<p>Jessica Robledo jessica.robledo@cityofdenton.com Chief Security Level: Email, Account Authentication (None)</p>	<p>Signed by:  4210CB006EFC4EC...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 2603:8081:2400:1eb:1502:6e9d:c98d:1617</p>	<p>Sent: 11/24/2025 12:35:43 PM Viewed: 11/24/2025 12:37:38 PM Signed: 11/24/2025 1:19:18 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/24/2025 12:37:38 PM ID: dfd8c80f-8ee6-49eb-a835-5ee963c06162</p>		
<p>Kenneth Hedges kenneth.hedges@cityofdenton.com Fire Chief Security Level: Email, Account Authentication (None)</p>	<p>Signed by:  8C476FC45B304C3...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 11/24/2025 12:35:42 PM Viewed: 11/24/2025 1:49:06 PM Signed: 11/24/2025 2:00:18 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/24/2025 1:49:06 PM ID: 731251ee-680c-469c-a7b9-f0b6f1d6ed0c</p>		
<p>Michael Gange Michael.gange@cityofdenton.com Director of Environmental Services &amp; Sustainability Security Level: Email, Account Authentication (None)</p>	<p>Signed by:  BBFD333DB5A946A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 11/24/2025 12:35:41 PM Viewed: 11/24/2025 1:29:36 PM Signed: 11/24/2025 1:35:34 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b></p>		

Signer Events	Signature	Timestamp
Accepted: 11/24/2025 1:29:36 PM ID: 82727851-5f2d-4355-943f-d42a304e44dd  Stephen Gay stephen.gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/24/2025 3:23:29 PM ID: 2d4565fc-2075-4d6b-bdcc-05e06b90f9d8  Tom Gramer Tom.Gramer@cityofdenton.com Director Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign  Scott Bray scott.bray@cityofdenton.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/24/2025 3:34:46 PM ID: d9d12aae-8e0b-4a05-b2f4-7593ce33d214	<div>Signed by:  FEB48BB9726E4A9...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</div> <div>DocuSigned by:  7B58DA8FCE5F49C...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 2600:100c:b30b:d1fd:192b:4ee7:f966:9f01 Signed using mobile</div> <div>Signed by:  59757F95914E488...</div> <div>Signature Adoption: Uploaded Signature Image Using IP Address: 198.49.140.10</div> <div></div>	Sent: 11/24/2025 12:35:43 PM Viewed: 11/24/2025 3:23:29 PM Signed: 11/24/2025 3:24:49 PM  Sent: 11/24/2025 12:35:40 PM Viewed: 11/24/2025 12:36:33 PM Signed: 11/24/2025 12:36:49 PM  Sent: 11/24/2025 3:24:54 PM Viewed: 11/24/2025 3:34:46 PM Signed: 11/24/2025 3:37:06 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Kelly Robinson Kelly.Robinson@cityofdenton.com Administrative Supervisor City of Denton Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign	<div></div>	Sent: 11/24/2025 12:35:42 PM Resent: 11/24/2025 3:37:21 PM Viewed: 11/24/2025 3:36:13 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/24/2025 12:35:44 PM
Certified Delivered	Security Checked	11/24/2025 3:34:46 PM
Signing Complete	Security Checked	11/24/2025 3:37:06 PM
Completed	Security Checked	11/24/2025 3:37:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

**How to contact City of Denton:**

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

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

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

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

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

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

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

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

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

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

**Required hardware and software**

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

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

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

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

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

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