

ORDINANCE NO. 26-0794

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

reserved in the agreement for City Council approval.

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

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

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

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:  
KRISTI FOGLE, INTERIM CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

**Exhibit "A"**  
Facilities Agreement

**FACILITIES AGREEMENT**

**THE STATE OF TEXAS     §**  
**§**  
**COUNTY OF DENTON       §**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Consent and Covenant Not to Protest.

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

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

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

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

4. WWTP Design, Construction, and Access.

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

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

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

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

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

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

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

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

f. Prior to the City's acceptance of Interim I phase, the Developer shall grant all necessary easements to access, operate, and maintain the entire WWTP including, without limitation, all WWTP Phases and all related facilities and equipment. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS.** All easements granted by Developer to the City shall be recorded in the Denton County property records and shall serve as "deed recorded easements" for purposes of TCEQ's management of the Permit, including transfer of the Permit from the Developer to the City under Section 1 of this Agreement.

5. Collection Facilities. Developer shall, at its sole cost and expense, design, construct, and install all facilities necessary for the collection and transport of wastewater to the

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

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

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

c. Prior to the City’s acceptance of the Collection Facilities, the Developer shall grant all necessary easements to access, operate, and maintain the Collection Facilities. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE “PERMITTED EXCEPTIONS”), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS**

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

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

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

a. The following definitions apply to this Agreement:

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

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

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

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

8. Design and Construction of Developer Sewer Facilities.

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

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

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

- v. Final design standards and specifications for the Developer Sewer Facilities will be subject to City review and written approval. The Developer agrees that Denton's engineers or other representatives may inspect and test the construction of the Developer Sewer Facilities at any time to determine compliance with the City-approved designs, plans, and specifications.
- vi. Prior to the City's acceptance of the Developer Sewer Facilities, the Developer shall grant all necessary easements to access, operate, and maintain the Developer Sewer Facilities. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE "PERMITTED EXCEPTIONS"), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS.**
- vii. Upon the City's written acceptance of the Developer Sewer Facilities and connection of the Developer Sewer Facilities to the City's Sewer Facilities, the Developer Sewer Facilities shall be dedicated to the City without compensation by an appropriate legal instrument approved by the City Attorney.
- viii. The City will notify the Developer when it initiates construction of the City's Sewer Facilities. The Developer shall begin design of the Developer Sewer Facilities and acquisition of related easements within thirty (30) days of receipt of the City's notification. City shall notify Developer that it has completed construction of the City's Sewer Facilities within thirty (30) days of such completion.

9. Connection of the Developer Sewer Facilities to the City's Sewer Facilities. The Developer must notify the City in writing as soon as practicable when the Developer is ready to connect the Developer Sewer Facilities to the City's Sewer Facilities. Within 30 days of connection of the Developer Sewer Facilities to the City's Sewer Facilities, the City will grant approval for completing the connection, provided that connection of the facilities meets the City's specifications and the Developer has complied with all the terms and conditions in Sections 8 and 9.
10. Failure to Connect. If the Developer fails to connect the Developer Sewer Facilities to the City's Sewer Facilities within 270 days of receipt of notice from the City that (i) it has completed construction of the City's Sewer Facilities and (ii) the facilities are capable of being connected to the Developer Sewer Facilities:
  - a. The City may, in its sole discretion, take any action necessary to construct the facilities needed to connect the Sundance Development to the City's Sewer Facilities including, without limitation, completing the connection between the City's Sewer Facilities and the Developer Sewer Facilities at the City's desired connection point;
  - b. The Developer must promptly reimburse the City for all costs associated with the City's construction of the facilities necessary to connect the Sundance Development to the City's Sewer Facilities including, without limitation, costs involving the acquisition of any easements and/or real property. The Developer will also, in accordance with the terms related to easement substance, form, warranty, and defense against adverse claims in Section 8, grant to the City any easements requested by the City to connect the Sundance Development to the City's Sewer Facilities;
  - c. At the City's request, and at its sole discretion, the Developer will decommission and remove the WWTP from the WWTP Site and the Sundance Development in accordance with all applicable state and federal laws and regulations.
    - i. If the WWTP has been dedicated to the City, then, at the City's request at its sole discretion, the Developer will either (I) remove and relocate the WWTP from the WWTP Site to a City approved location or (II) remove the WWTP from the WWTP Site and dispose of it in accordance with all applicable state and federal laws and regulations. Removal, relocation, and delivery or disposal of the WWTP shall be performed at the Developer's sole expense; or

ii. If the WWTP has not been dedicated to the City, then, upon request by the City at its sole discretion, the Developer will do so without compensation and by appropriate instrument approved by the City Attorney. Then, the Developer will remove and relocate the WWTP from the WWTP Site to a City approved location, at the Developer's sole expense. If the City declines to accept the WWTP, the Developer will remove the WWTP from the site and dispose of the WWTP in accordance with all applicable federal and state laws and regulations at the Developer's sole expense; and

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

11. Decommission and Removal of the WWTP.

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

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

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

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

e. Within ten (10) days following the WWTP being fully decommissioned in compliance with state and federal laws and no longer capable of collecting, treating, or disposing of domestic wastewater from the Sundance Development, the Developer shall

certify such decommission in writing to the City. Upon the City's receipt of the Developer's written certification of decommission, the City's access easements required in Section 4 of this Agreement shall expire and all rights of the City to access and use of the WWTP Site shall terminate, except for those required for the continued operation of Denton's Wastewater System.

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

12. The City Water Line.

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

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

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

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

specifications. Developer must notify the City in writing of the date upon which construction is scheduled to commence so the City may assign an inspector.

- b. Upon proper completion of construction of the City Water Line and all appurtenant facilities and equipment, the Developer will provide written notice to the City for final inspection of the City Water Line (“Developer’s Notice”). Upon the City’s approval and acceptance of the City Water Line, the Developer shall dedicate the City Water Line and all appurtenant facilities and equipment to the City without compensation. Developer’s dedication of the City Water Line and appurtenant facilities and equipment shall be by an appropriate legal instrument approved by the City Attorney. Thereafter, the City Water Line and all appurtenant facilities and equipment shall be solely owned by the City, and all easements and rights-of-way obtained by the Developer shall be assigned to the City, in accordance with the terms of this Agreement.
- c. Prior to the City’s acceptance of the City Water Line, the Developer shall grant all necessary easements to access, operate, and maintain the City Water Line. The easements shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. **THE DEVELOPER WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DEVELOPER, SUBJECT HOWEVER TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, AND MATTERS OF RECORD AND ANY CONDITIONS THAT WOULD BE UNCOVERED BY AN INSPECTION OF THE EASEMENT AREA OR AN ACCURATE SURVEY OF THE SAME (COLLECTIVELY, THE “PERMITTED EXCEPTIONS”), AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE, OTHER THAN THE PERMITTED EXCEPTIONS.**
- d. The final location of the City Water Line shall be substantially similar to the location described and illustrated in Exhibit “C” attached to this Agreement.
- e. The Parties agree the City of Denton retains exclusive ownership of capacity in all the facilities under its ownership and control. The City will reserve capacity in the City Water Line to serve the Sundance Development, subject to the terms and conditions of this Agreement.

- i. The Parties acknowledge that the first phase of the Sundance Development will require volumes of water sufficient to serve 500 SFEs. Future phases of the Sundance Development will require up to 1500 additional SFEs. The City acknowledges that the Developer has not yet designed the final locations and configurations of the proposed improvements within the Development Area, but the final design shall not exceed 2,000 total SFEs to be served by the City under this Agreement, and all improvements shall be on land within the Development Area.
- ii. Upon the Developer's completion of construction of the City Water Line, indicated by the City's issuance of a letter of acceptance to the Developer after final inspections by City's Public Works Department, the City will reserve capacity in the City Water Line sufficient to serve 2000 SFEs within the Sundance Development at the flow rate required by TCEQ, as amended (the "Reserved Capacity").
- iii. The Developer acknowledges and agrees that the capacity reservation provided by this Agreement runs with the land and shall be an appurtenance to all land included in the Sundance Development. Developer acknowledges that recordation of this Agreement in the real property records of Denton County within ten calendar (10) days of the Effective Date of this Agreement is required; otherwise, the Developer will not be entitled to the Reserved Capacity provided herein and the reservation will expire. The Developer shall record this Agreement and provide a recorded copy to the City's Director of Development Services within the earlier of ten (10) days of the Effective Date of this Agreement or before any transfer of property owned by Developer within the Sundance Development or any of the SFEs, whichever is sooner.
- iv. The Reserved Capacity may not be assigned except for successors in interest to all or portions of the property owned by the Developer within the Sundance Development. Developer must provide notice to the City indicating how much of the Reserved Capacity is being assigned ("Capacity Request"). The Capacity Request shall be reviewed and approved in writing by the City, which approval shall not be unreasonably withheld or denied. SFEs may not be divided or partially assigned.
- v. **THE DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF DENTON FROM**

**ANY AND ALL CLAIMS OF THIRD PARTIES ARISING OUT OF THE DEVELOPER'S TRANSFER OR ASSIGNMENT OF RESERVED CAPACITY UNDER THIS AGREEMENT TO THE DEVELOPER'S SUBSEQUENT PURCHASERS, SUCCESSORS, AND ASSIGNS.**

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

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

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

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

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

16. Retail Service. The Parties agree that the City of Denton shall be the sole provider of retail water service and retail wastewater service to the Sundance Development.

17. Assignment. This Agreement shall not be assigned by the City. The Developer may assign this Agreement, in whole or in part, to a subsequent landowner or developer. Developer may only assign this agreement, in whole or in part, upon written notice thereof to the City, with the City Manager or their designee's written consent, and upon such assignee's agreement to be bound by the terms of this Agreement.

18. Termination.

- a. Breach and Non-Appropriation. The City, at the City's option and without prejudice to any other remedy City may be entitled to at law, in equity, or elsewhere under this Agreement, may terminate this Agreement in whole or in part for breach that is not cured in compliance with Section 33 or for non-appropriation under Section 37.
- b. Deadline. Notwithstanding any other provision of this Agreement, this Agreement shall terminate if after ten (10) years from the Effective Date any of the following conditions exist:
  - i. The Developer fails to construct the WWTP or the Collection Facilities and dedicate them to the City;
  - ii. The Developer fails to construct the Developer Sewer Facilities, dedicate the Developer Sewer Facilities to the City, or connect the Developer Sewer Facilities to the City's Sewer Facilities; or
  - iii. The Developer fails to construct the City Water Line and dedicate it to the City.
- c. Capacity Deadline. Notwithstanding any other provision of this Agreement, the Reserved Capacity shall terminate if dedication of the City Water Line to the City has not occurred within ten (10) years of the Effective Date.
- d. Dedication of Facilities After the Deadline. In the event this Agreement is terminated under Section 18.b., the City Water Line, including any portions partially constructed, shall nevertheless be dedicated to the City by the Developer without compensation by an appropriate legal instrument approved by the City Attorney, along with any associated easements and rights of way.

19. Addresses and Notice. Unless otherwise provided herein, any notice, notification, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail, registered or certified, and addressed to the party to be notified, with return receipt requested. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective upon receipt, unless otherwise stated herein. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Denton, to:

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

If to the Developer to:

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

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

20. Nonwaiver and Remedies.

- a. A Party's right in the future to demand strict compliance and performance under this Agreement is not diminished because, whether through decision or oversight, that Party has not enforced a provision of this Agreement or has not enforced breach or nonperformance in the past, whether periodically or for long duration. Also, a Party's right in the future to demand strict compliance and performance with this Agreement is not diminished because, whether through decision or oversight, the other Party has not enforced the same or a similar provision of this Agreement or does not enforce the same or a similar breach or nonperformance, whether periodically or for long duration. To the extent a right or benefit in this Agreement is expressly waived in writing by a Party, such waiver will not be applied other than strictly in accordance with

the conditions expressed in such express written waiver and will not be implied to be continuing in nature.

- b. Except to the extent expressly provided otherwise, all remedies existing at law or in equity may be availed of by the City and shall be cumulative including, without limitation, specific performance, and the City shall be entitled to any reasonable attorney's fees, costs, or other expenses incurred in bringing or defending any action, as may be awarded by a tribunal of competent jurisdiction.

21. Force Majeure.

- a. In the event any Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, shall be suspended during the continuance of the inability provided however, that due diligence is exercised to resume performance at the earliest practical time.
- b. As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the Force Majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the Force Majeure condition(s), and shall provide written notice at the time that the Force Majeure conditions have ceased. The cause, as far as possible, shall be remedied with all reasonable diligence.
- c. The term "Force Majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, epidemic, pandemic, and any other 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.

**22. INDEMNIFICATION. THE DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD DENTON, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY LIABILITY IN CLAIMS, ADMINISTRATIVE PROCEEDINGS OR LAWSUITS FOR JUDGMENTS, PENALTIES, FINES, COSTS, EXPENSES AND ATTORNEY'S FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, OR FOR VIOLATIONS OF STATE OR FEDERAL LAWS OR REGULATIONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY: A BREACH OF THIS AGREEMENT BY THE DEVELOPER; (B) THE NEGLIGENT ACT OR OMISSION OF THE DEVELOPER, ITS DIRECTORS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT OR IN THE DEVELOPER'S OPERATIONS; OR (C) THE CONDUCT OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS THAT CONSTITUTES A VIOLATION OF STATE OR FEDERAL LAWS OR REGULATIONS OR OF PERMIT PROVISIONS. HOWEVER, THE INDEMNITY STATED ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING EXCLUSIVELY FROM THE SOLE NEGLIGENCE OF DENTON, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS.**

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

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

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

26. 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.

27. 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.

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

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

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

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

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

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

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

34. Breach. If a Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have sixty (60) days to cure the breach. If the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party shall have all rights and remedies at law and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith. However, this Agreement may only be terminated due to breach as stated in Section 18 of this Agreement.

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

required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, “boycott Israel” shall have the meaning given such term in Section 2270.001 of the Texas Government Code.

- b. The Developer hereby represents that (i) it does not engage in business with Iran, Sudan, or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153 of the Texas Government Code as a company known to have contracts with or to provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, “foreign terrorist organization” shall have the meaning given such term in Section 2252.151 of the Texas Government Code.
- c. Developer acknowledges that, in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer’s signature provides written verification to the City that Developer (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- d. Developer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer’s signature provides written verification to the City that Developer (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- e. The City of Denton may terminate this Agreement immediately without any further liability if the City of Denton determines, in its sole judgment, that this Agreement meets the requirements under Chapter 2275 of the Texas Government Code and

Developer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or any other designated country; (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or any other designated country; or (iii) is headquartered in China, Iran, North Korea, Russia, or any other designated country.

**---SIGNATURE PAGES TO FOLLOW---**

**CITY OF DENTON**

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

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

**CASSEY OGDEN, INTERIM CITY MANAGER**

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

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

STATE OF TEXAS                    §  
  §  
COUNTY OF DENTON            §

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

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

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

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DEPARTMENT

**636 Denton Dev Company, LLC**

By: [Signature]

Name: Devon S. Rushnell

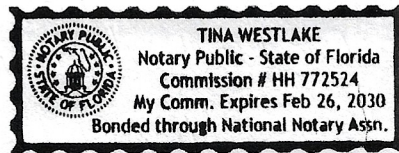
Title: Vice President

Date: June 4, 2026

STATE OF FLORIDA §

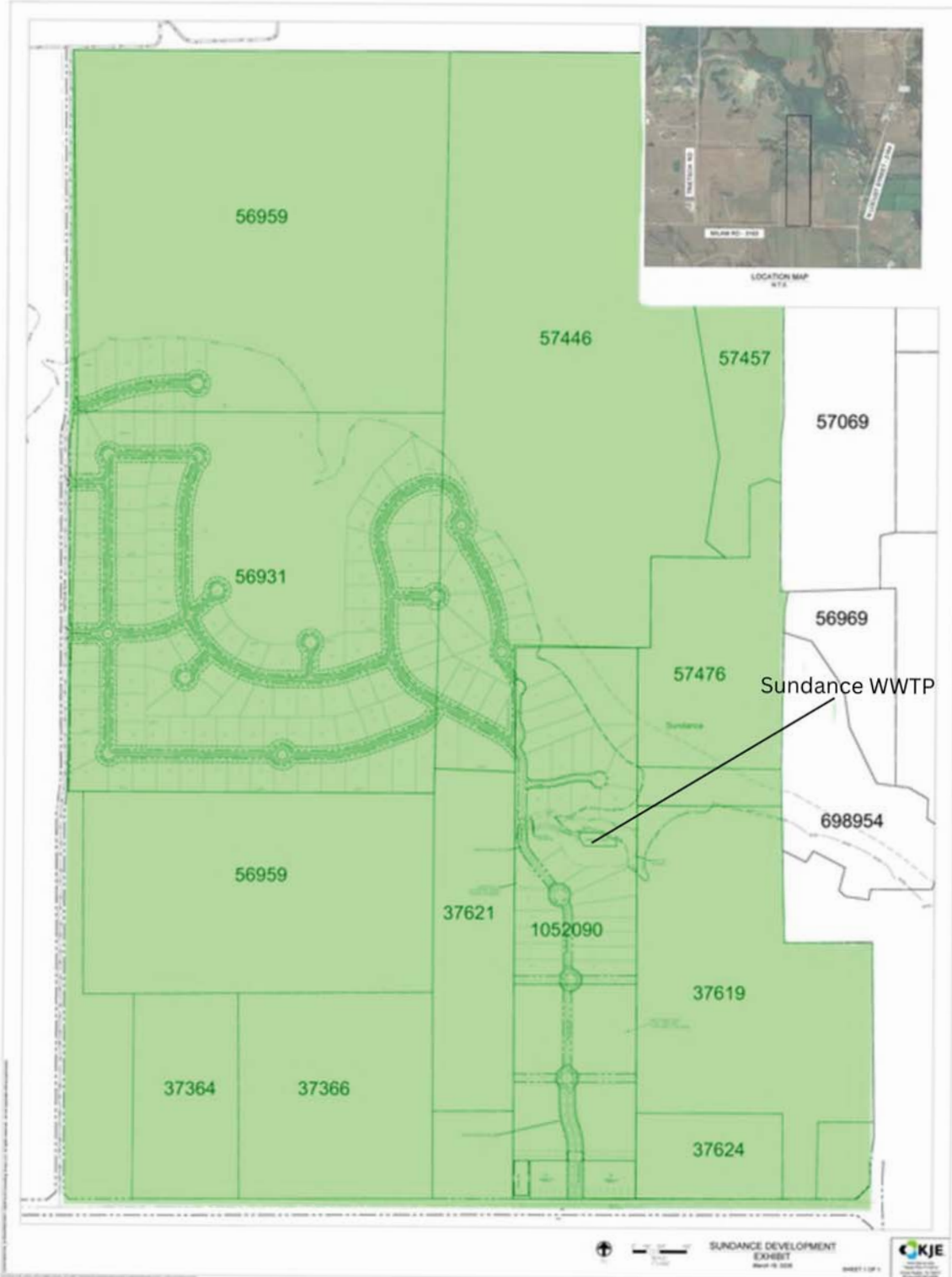
COUNTY OF Hernando §

This instrument was acknowledged before me on June 4, 2026 by Devon S. Rushnell, Vice President of 636 Denton Dev Company, LLC.



[Signature]  
Notary Public, State of Florida

# Exhibit A- Property



**Legal Description Parcel ID: 1052090**

BEING an 85.166 acre tract of land situated in the John W. Simmons Survey, Abstract Number 1163, the Samuel K. Blish Survey, Abstract Number 40 and the Buffalo Bayou Brazos and Colorado Railroad Company Survey, Abstract Number 134, in the City of Sanger, Denton County, Texas, and being all of Warranty Deed to 636 Denton Dev Company, LLC recorded in Instrument Number 2022-77349 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner in the most southwesterly corner of said Denton Dev tract, same being the most southeasterly corner of Cakra Ciputra recorded in Instrument Number 2020-103327 of the Deed Records of Denton County, Texas, also being a point in the most northerly Right-of-Way line of Milam Road (variable width);

THENCE North 00 degrees 07 minutes 22 seconds West, departing from said Milam Road in a northerly direction along the common line between said Denton Dev tract and Ciputra tract, a distance of 3163.85 feet to a metal fence post found for corner in the most northerly corner of said Ciputra tract, same being the most southeasterly corner of Eagle Farms, Inc. recorded in Instrument Number 2023-2660 of the Deed Records of Denton County, Texas, also being a point in the most westerly line of said Denton Dev tract;

THENCE North 00 degrees 04 minutes 33 seconds East, in a northerly direction along the common line between said Eagle Farms tract and Denton Dev tract, a distance of 925.46 feet to a metal fence post found for corner in the most northwesterly corner of said Denton Dev tract, same being an outside "L" corner of said Eagle Farms tract;

THENCE North 89 degrees 47 minutes 59 seconds East, in an easterly direction along the common line between said Eagle Farms tract and Denton Dev tract, a distance of 903.13 feet to a wood fence post found for corner in the most northeasterly corner of said Denton Dev tract, same being the most northwesterly corner of Brenda Kay Quiring, et al, recorded in Instrument Number 2015-126129 of the Deed Records of Denton County, Texas;

THENCE South 00 degrees 10 minutes 18 seconds East, in a southerly direction along the most easterly line of said Denton Dev tract, a distance of 4085.32 feet to a wood monument found for corner in the most southeasterly corner of said Denton Dev tract, same being the most southwesterly corner of Judy Lynn Klein recorded in Instrument Number 2019-39991 of the Deed Records of Denton County, Texas, also being a point in the most northerly Right-of-Way line of said Milam Road;

THENCE over, across, and upon said Denton Dev tract and Milam Road the following two (2) courses and distances:

South 89 degrees 44 minutes 45 seconds West, a distance of 173.84 feet to a capped 5/8 inch iron rod stamped "TRAVERSE LS PROP" set for corner;

South 89 degrees 30 minutes 10 seconds West, a distance of 735.99 feet to the POINT OF BEGINNING and containing 85.166 acres (3,709,821 square feet) of land, more or less.

**Legal Description Parcel ID: 56931, 56959, 57446, 57304**

**LEGAL DESCRIPTION OF THE PROPERTY**

Being a 548.18 acre tract or parcel of land situated in the T. M. Downing Survey, Abstract Number 355, John W. Simmons Survey, Abstract Number 1163, Samuel H. Lewis Survey, Abstract Number 753 and the Alexander Fry Survey, Abstract Number 1639 in Denton County, Texas and being all of a called 548.370 acre tract of land described in the deed to John R. Porter Exempt Trust, Ann P. Andrus Exempt Trust and Betty P. Cochran Exempt Trust, recorded in Document Number 2013-136476 of the Official Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 3" metal fence post found at the Southwest corner of said 548.370 acre tract and the common Southeast corner of a called 4.78 acre tract of land described in the deed to Denton County, Texas, recorded in Volume 5006, Page 37 of the Real Property Records of Denton County, Texas and the East right-of-way line of Trietsch Road and being in the North line of a called 96.534 acre tract of land described in the deed to Robert W. Powelson, recorded in Volume 828, Page 928 of the Deed Records of Denton County, Texas;

THENCE with the West line of said 548.370 acre tract and the common East line of said 4.78 acre tract same being the East right-of-way line of said Trietsch Road the following courses and distances:

North 06°38'50" East, a distance of 36.11 feet to a capped 1/2" iron rod stamped "ALLIANCE" found;  
With a curve to the left having a radius of 1025.43 feet, a delta angle of 07°21'01", a chord bearing and distance of North 03°18'02" East, 131.46 feet and an arc length of 131.55 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 00°22'29" West, a distance of 2430.68 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;  
With a curve to the right having a radius of 350.97 feet, a delta angle of 15°22'43", a chord bearing and distance of North 07°18'54" East, 93.92 feet and an arc length of 94.20 feet to a capped 1/2" iron rod stamped "ALLIANCE" found;

With a reverse curve to the left having a radius of 802.37 feet, a delta angle of 14°58'50", a chord bearing and distance of North 07°30'49" East, 209.19 feet and an arc length of 209.79 feet to a capped 1/2" iron rod stamped "EAGLE SURVEYING" set;

North 00°29'54" West, a distance of 2601.01 feet to a capped 1/2" iron rod stamped "ALLIANCE" found at the Northwest corner of said 548.370 acre tract and the common Northeast corner of said 4.78 acre tract and being in the South line of a called 222.096 acre tract of land described in the deed to M & D Investments, LLC., recorded in Document Number 2021-133050 of the Official Records of Denton County, Texas;

THENCE North 89°53'13" East, with the North line of said 548.370 acre tract and the common South line of said 222.096 acre tract and the common South line of North Texas Shooters Addition, recorded in Document Number 2013-294 of the Plat Records of Denton County, Texas, passing at a distance of 1910.23 feet a 1" iron pipe found at the Southeast corner of said North Texas Shooters Addition and the common Southwest corner of a called 81 acre Tract of land described in the deed to Fred Phillip Hodge and wife Virginia B. Hodge, recorded in Volume 634, Page 20 of the Deed Records of Denton County, Texas, continuing on said course and with the North line of said 548.370 acre tract and the common South line of said 81 acre tract and the common South line of a called 100.9703 acre tract of land described in the deed to Eloise Stockard and Joseph E. Stockard, recorded in Volume 1155, Page 383 of the Real Property Records of Denton County, Texas, a total distance of 4759.26 feet to the Northeast corner of said 548.370 acre tract and being in a branch of Clear Creek

**Legal Description Parcel ID: 37361 & 37356**

All that certain tract or parcel of land, lying and being situated in Denton County, Texas, in the L. W. White Survey, Abstract 1408, and the Alex Fry Survey, Abstract 1639, and being the same 95.0 acre tract conveyed by Hal Jackson to Hugh E. Pate on April 7, 1958, as shown of record in Volume 437, Page 288, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the Northeast corner of said L. W. White Survey, Abstract 1408, in a fence corner;

THENCE South  $3^{\circ}26'40''$  West, with the East boundary line of said White survey line, and along and near a fence, 1490.22 feet to a fence corner;

THENCE North  $88^{\circ}35'10''$  West, along and near a fence, and passing at 2640 feet the West boundary line of said White Survey and the East boundary line of the Fry Survey, and continuing a total distance of 2761.43 feet to a corner in a road on the West boundary line of said Fry Survey;

THENCE North  $2^{\circ}47'10''$  East, with said survey line and the center of a North-South road, 1547.09 feet to a corner in said road;

THENCE South  $87^{\circ}24'10''$  East, passing the Northwest corner of the L. W. White Survey at 137.8 feet, also being the East line of said Fry Survey and continuing along and near a fence a total distance of 2777,8 feet, to the PLACE OF BEGINNING, and containing 96.534 acres of land;

Legal Description Parcel ID: 196218, 196219, 196220, 196221, 196222, 196223, 196224

FIRST TRACT: About 6 1/2 mi. North of the City of Denton, on Clear Creek being out of and a part of the L. W. White 285 acre survey, patented to Eleanor Daugherty, Assignee, on June 28, 1860, Patent No. 790, Volume 2, Abstract 1408, and out of a 95 acre tract sold by Franz Treitsch and wife, Katherina Trietsch to John Trietsch by deed dated September 20, 1898, and shown of record in Volume 65, page 330, Deed Records of Denton County, Texas, and

BEGINNING at the Northwest corner of said 95 acre tract and on the West line of the original L. W. White survey;

THENCE South with the West line of said original survey, 564-1/2 varas to the Southwest corner of said 95 acre tract;

THENCE East 150 varas to the Southwest corner of a tract out of said 95 acre tract heretofore conveyed to Jake Trietsch;

THENCE North 564-1/2 varas to the North line of said 95 acre tract and the Northwest corner of said tract conveyed to Jake Trietsch;

THENCE West with the North line of said 95 acre tract 150 varas to the place of beginning, and containing 15 acres of land, more or less.

SECOND TRACT: 5 acres, more or less, part of the Alex Fry 21.29 acre survey, Patent No. 21, Volume 11. Patented June 18, 1888;

BEGINNING at the Northwest corner of the above described 15 acre tract, the same being 534-1/2 varas South of the Northwest corner of the L. W. White 285 acre survey;

THENCE West 50 varas corner in the West boundary line of said Fry survey and the East boundary line of John Ayers survey;

THENCE South 564-1/2 varas corner in West boundary line of said Fry survey;

THENCE East 50 varas, corner in East boundary line of said Fry survey, the same being the Southwest corner of the above and foregoing described 15 acre tract;

THENCE North 564-1/2 varas to the place of beginning.

SAVE AND EXCEPT 0.75 acre along the South side of both tracts deeded by Jesse E. Saal and Helen R. Saal to the State of Texas for Farm to Market Road 3163 recorded in Volume 613, page 129 of Deed Records of Denton County, Texas, dated July 13, 1970.

Grantors herein reserve for themselves, their heirs and assigns, an undivided one-third (1/3) non-participating royalty interest in and to the oil, gas and other royalties saved and produced from the herein described property, for a term of thirty (30) years from date hereof, or so long thereafter as there continues to be oil, gas and other royalties saved and produced from the herein described property. Grantee shall be entitled to execute oil, gas and mineral leases without the joinder of Grantors and shall be entitled to receive for his account the bonus and delay rental payments during the term hereof and such extended period as hereinabove set forth; but Grantors shall be entitled to receive for their account an undivided one-third (1/3) interest in the royalties saved and produced from the herein described property, with the further provision that no lease be executed providing for a royalty of less than one-eighth (1/8) of the oil, gas, and other minerals saved and produced from the herein described property.

**Legal Description Parcel ID: 37364**

All that certain Exhibit A tract or parcel of land situated in Denton County, Texas, on Clear Creek, about 6 1/2 miles north of the City of Denton, a part of the L. W. White Survey, Abstract No. 1408, patented to Eleanor Daugherty, assignee, by patent dated June 28, 1860, Patent No. 790, Volume 2, and being part of a 95 acre tract conveyed by Franz Trietsch to John Trietsch by deed dated September 20, 1898, and being described by metes and bounds as follows:

BEGINNING at a point 534 1/2 varas south of the Northeast corner of the L. W. White Survey and 500 varas west on the north boundary line of an 80 acre tract conveyed by John Trietsch to Jake Trietsch by deed dated July 11, 1905, recorded in Volume 90, Page 377, of the Deed Records of Denton County, Texas, and being the Northwest corner of a tract conveyed by Jacob Trietsch, et al, to Walter Trietsch;

THENCE West with the north boundary line of an 80 acre tract 300 varas, and the Northeast corner of said 80 acre tract;

THENCE South with the west boundary line of said 80 acre tract: 564 1/2 varas to the southwest corner of said 80 acre tract;

THENCE East with the south boundary line of said.80 acre tract 300 varas, same being the Southwest corner of a 30 acre tract conveyed to Walter Trietsch by deed dated February 14, 1938;

THENCE North with the west boundary line of said Walter Trietsch 30 acre tract, 564 1/2 varas, to the place of beginning and being the same land as that described in deed to Anna Trietsch recorded in Volume 273, Page 12 of the Deed Records of Denton County, Texas.

**Legal Description Parcel ID: 37366**

BEGINNING FOR THE SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A POINT AT THE SOUTHEAST CORNER OF A STUCCO COLUMN FOR FENCE CORNER IN THE OCCUPIED WEST LINE OF SAID 30 ACRE TRACT ON THE NORTH LINE OF F.M. ROAD 3163 ALSO KNOWN AS MILAM ROAD, SAID CORNER ALSO BEING IN THE OCCUPIED EAST LINE OF THAT CERTAIN TRACT DESCRIBED IN THE DEED TO EUGENE MONROE KLEIN TRUSTEE RECORDED UNDER CLERK'S FILE NUMBER 95- R0066004 SAID RECORDS;

THENCE NORTH 00 DEGREES 26 MINUTES 56 SECONDS WEST WITH THE OCCUPIED EAST LINE THEREOF AND WEST LINE OF SAID 30 ACRE TRACT ALONG AND NEAR A FENCE A DISTANCE OF 1501.18 FEET TO A WOOD FENCE CORNER POST FOR THE OCCUPIED NORTHWEST CORNER OF SAID 30 ACRE TRACT ON THE SOUTH LINE OF THE CALLED 96.534 ACRE TRACT DESCRIBED IN THE DEED TO ROBERT POWELSON RECORDED IN VOLUME 828 PAGE 928 DEED RECORDS DENTON COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 49 MINUTES 33 SECONDS EAST WITH THE SOUTH LINE THEREOF AND NORTH LINE OF SAID 30 ACRES AND 155 ACRES ALONG AND NEAR A FENCE A DISTANCE OF 1400.14 FEET TO A CAPPED IRON ROD SET NEAR A FENCE CORNER FOR AN INNER ELL CORNER OF SAID 155 ACRES; AND BEING THE SOUTHEAST CORNER OF SAID POWELSON TRACT IN THE OCCUPIED EAST LINE OF SAID WHITE SURVEY AND WEST LINE OF SAID BLISH SURVEY;

THENCE SOUTH 00 DEGREES 20 MINUTES 02 SECONDS EAST WITH THE OCCUPIED EAST LINE OF SAID WHITE SURVEY AND WEST LINE OF THE S. BLISH SURVEY ABSTRACT NUMBER 40 AND THE B.B.B. & C. RAILROAD COMPANY SURVEY ABSTRACT NUMBER 134 ALONG AND NEAR A FENCE A DISTANCE OF 1520.72 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT ON THE NORTH LINE OF SAID ROAD;

THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS WEST ALONG SAID ROAD ALONG AND NEAR A FENCE A DISTANCE OF 171.45 TO A WOOD RIGHT-OF-WAY MONUMENT FOUND FOR AN ANGLE POINT IN SAID ROAD;

THENCE SOUTH 89 DEGREES 38 MINUTES 42 SECONDS WEST CONTINUING WITH SAID LINE ALONG AND NEAR A FENCE A DISTANCE OF 1225.52 FEET TO THE PLACE OF BEGINNING AND ENCLOSING 48.52 ACRES OF LAND MORE OR LESS.

**Legal Description Parcel ID: 37627**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE S. BLISH SURVEY ABSTRACT NUMBER 40 AND THE J. SIMMONS SURVEY ABSTRACT NUMBER 1162 AND THE B.B.B. & C. RAILROAD COMPANY SURVEY ABSTRACT NUMBER 134, DENTON COUNTY, TEXAS AND BEING A PART OF THE CALLED 155 ACRE TRACT II DESCRIBED IN THE DEED FROM ROSEMARY TRIETSCH, TRUSTEE TO PAULA TRIETSCH CHANEY AND JOSEPH WALTER TRIETSCH RECORDED IN VOLUME 4867 PAGE 1908 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS; THE SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING FOR THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A 1/2" CAPPED IRON ROD FOUND IN THE NORTH LINE OF F.M. ROAD 3163 ALSO KNOWN AS MILAM ROAD, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE CALLED

85.61 ACRE TRACT DESCRIBED IN DEED TO JOHN R. PORTER ET AL, RECORDED UNDER DOCUMENT NUMBER 2007-4213 OF SAID RECORDS;

THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS WEST ALONG SAID LINE ALONG AND NEAR A FENCE A DISTANCE OF 596.90 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT IN THE OCCUPIED WEST LINE OF SAID B.B.B. RAILROAD SURVEY AND THE OCCUPIED EAST LINE OF THE L. WHITE SURVEY ABSTRACT NUMBER 1408;

THENCE NORTH 00 DEGREES 20 MINUTES 02 SECONDS WEST WITH SAID SURVEY LINE ALONG AND NEAR A FENCE A DISTANCE OF 1520.72 FEET TO A CAPPED IRON ROD SET NEAR A FENCE CORNER FOR AN INNER ELL CORNER OF SAID 155 ACRES; AND BEING THE SOUTHEAST CORNER OF A CALLED 96.534 ACRE TRACT DESCRIBED IN THE DEED TO ROBERT POWELSON RECORDED IN VOLUME 828, PAGE 928 DEED RECORDS DENTON COUNTY, TEXAS IN THE OCCUPIED EAST LINE OF SAID WHITE SURVEY AND WEST LINE OF SAID BLISH SURVEY;

THENCE NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST WITH SAID COMMON SURVEY LINE AND THE EAST LINE OF SAID POWELSON TRACT AND WEST LINE OF SAID 155 ACRES ALONG AND NEAR A FENCE AND PASSING THE NORTHEAST CORNER OF SAID WHITE SURVEY AND NORTHWEST CORNER OF SAID BLISH SURVEY, SAME BEING THE SOUTHWEST CORNER OF SAID SIMMONS SURVEY AND SOUTHEAST CORNER OF THE S.H. LEWIS SURVEY ABSTRACT NUMBER 753 AND CONTINUING ALONG SAID COMMON SURVEY LINES ALONG AND NEAR A FENCE A DISTANCE OF 1670.61 FEET TO A WOOD FENCE CORNER POST FOR THE OCCUPIED WEST NORTHWEST CORNER OF SAID 155 ACRES AT AN ANGLE POINT IN THE SOUTH LINE OF A CALLED 551.041 ACRE TRACT DESCRIBED IN THE DEED TO CMR PARTNERSHIP RECORDED UNDER INSTRUMENT NUMBER 2004-136411 OF SAID RECORDS;

THENCE SOUTH 87 DEGREES 52 MINUTES 57 SECONDS EAST WITH THE OCCUPIED SOUTH LINE THEREOF AND NORTH LINE OF SAID 155 ACRES ALONG AND NEAR A FENCE A DISTANCE OF 598.90 FEET TO A WOOD FENCE CORNER POST FOR ANOTHER ANGLE POINT IN SAID LINE FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT IN THE WEST LINE OF SAID 85.61 ACRE TRACT;

THENCE SOUTH 00 DEGREES 07 MINUTES 22 SECONDS EAST WITH THE WEST LINE THEREOF AND RECROSSING THE SOUTH LINE OF SAID SIMMONS SURVEY AND NORTH LINE OF SAID BLISH SURVEY AND CROSSING THE SOUTH LINE SAID BUSH SURVEY AND NORTH LINE OF SAID RAILROAD SURVEY AND CONTINUING A TOTAL DISTANCE OF 3163.85 FEET TO THE PLACE OF BEGINNING AND ENCLOSING 43.78 ACRES OF LAND MORE OR LESS.

**Legal Description Parcel ID: 37621**

ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE S. BLISH SURVEY ABSTRACT NUMBER 40 AND THE J. SIMMONS SURVEY ABSTRACT NUMBER 1162 AND THE B.B.B. & C. RAILROAD COMPANY SURVEY ABSTRACT NUMBER 134, DENTON COUNTY, TEXAS AND BEING A PART OF THE CALLED 155 ACRE TRACT II DESCRIBED IN THE DEED FROM ROSEMARY TRIETSCH, TRUSTEE TO PAULA TRIETSCH CHANEY AND JOSEPH WALTER TRIETSCH RECORDED IN VOLUME 4867 PAGE 1908 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS; THE SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING FOR THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A 1/2" CAPPED IRON ROD FOUND IN THE NORTH LINE OF F.M. ROAD 3163 ALSO KNOWN AS MILAM ROAD, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE CALLED 85.61 ACRE TRACT DESCRIBED IN DEED TO JOHN R. PORTER ET AL, RECORDED UNDER DOCUMENT NUMBER 2007-4213 OF SAID RECORDS;

THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS WEST ALONG SAID LINE ALONG AND NEAR A FENCE A DISTANCE OF 596.90 FEET TO A CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT IN THE OCCUPIED WEST LINE OF SAID B.B.B. RAILROAD SURVEY AND THE OCCUPIED EAST LINE OF THE L. WHITE SURVEY ABSTRACT NUMBER 1408; THENCE NORTH 00 DEGREES 20 MINUTES 02 SECONDS WEST WITH SAID SURVEY LINE ALONG AND NEAR A FENCE A DISTANCE OF 1520.72 FEET TO A CAPPED IRON ROD SET NEAR A FENCE CORNER FOR AN INNER ELL CORNER OF SAID 155 ACRES; AND BEING THE SOUTHEAST CORNER OF A CALLED 96.534 ACRE TRACT DESCRIBED IN THE DEED TO ROBERT POWELSON RECORDED IN VOLUME 828, PAGE 928 DEED RECORDS DENTON COUNTY, TEXAS IN THE OCCUPIED EAST LINE OF SAID WHITE SURVEY AND WEST LINE OF SAID BLISH SURVEY;

THENCE NORTH 00 DEGREES 00 MINUTES 58 SECONDS EAST WITH SAID COMMON SURVEY LINE AND THE EAST LINE OF SAID POWELSON TRACT AND WEST LINE OF SAID 155 ACRES ALONG AND NEAR A FENCE AND PASSING THE NORTHEAST CORNER OF SAID WHITE SURVEY AND NORTHWEST CORNER OF SAID BLISH SURVEY, SAME BEING THE SOUTHWESTS CORNER OF SAID SIMMONS SURVEY AND SOUTHEAST CORNER OF THE S.H. LEWIS SURVEY ABSTRACT NUMBER 753 AND CONTINUING ALONG SAID COMMON SURVEY LINES ALONG AND NEAR A FENCE A DISTANCE OF 1670.61 FEET TO A WOOD FENCE CORNER POST FOR THE OCCUPIED WEST NORTHWEST CORNER OF SAID 155 ACRES AT AN ANGLE POINT IN THE SOUTH LINE OF A CALLED 551.041 ACRE TRACT DESCRIBED IN THE DEED TO CMR PARTNERSHIP RECORDED UNDER INSTRUMENT NUMBER 2004-136411 SAID RECORDS;

THENCE SOUTH 87 DEGREES 52 MINUTES 57 SECONDS EAST WITH THE OCCUPIED SOUTH LINE THEREOF AND NORTH LINE OF SAID 155 ACRES ALONG AND NEAR A FENCE A DISTANCE OF 598.90 FEET TO A WOOD FENCE CORNER POST FOR ANOTHER ANGLE POINT IN SAID LINE FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT IN THE WEST LINE OF SAID 85.61 ACRE TRACT;

THENCE SOUTH 00 DEGREES 07 MINUTES 22 SECONDS EAST WITH THE WEST LINE THEREOF AND RECROSSING THE SOUTH LINE OF SAID SIMMONS SURVEY AND NORTH LINE OF SAID BLISH SURVEY AND CROSSING THE SOUTH LINE SAID BUSH SURVEY AND NORTH LINE OF SAID RAILROAD SURVEY AND CONTINUING A TOTAL DISTANCE OF 3163.85 FEET TO THE PLACE OF BEGINNING AND ENCLOSING 43.78 ACRES OF LAND MORE OR LESS.

**Legal Description Parcel ID: 37624**

All that certain Exhibit A tract or parcel of land lying and being situated in the S. K. Blish Survey, Abstract 40, and the BBB & CRR Survey, Abstract 133, Denton. County, Texas, being part of a (called) 196 acre First Tract and part (called) 40 acre Third Tract as described in a Deed from R. H. Cooke et ux to Jacob Treitsch on May 29, 1893, and being more particularly described as follows:

BEGINNING at an iron pin at a fence corner at the East Northeast corner of the S. K. Blish Survey, same being the Northwest corner of the M. Langston Survey, Abstract 737;

THENCE South  $1^{\circ} 22' 30''$  West in an old road with the East boundary line -of said Blish Survey 1439.54 to an iron pin on the West.right-of-way .of. F.M. Road 2164;

THENCE in a Southwesterly direction with a curve to the left whose chord is South  $6^{\circ} 41' 24''$  West 364.74 feet and radius is 2909.61 feet, an arc distance of 364.98 feet to an iron pin at a right-of-way flare;

THENCE South  $46^{\circ} 14' 30''$  West with said flare in said right-of-way 139.5 feet to an iron pin on the North right-of-way of F.M. Road 3163;

THENCE North  $88^{\circ} 00'$  West with the North right-of-way of F.M. Road 3163 and crossing a West boundary line of the Langston Survey, which is the East boundary line of the BBB & CRR Survey, and continuing a distance of 1640.53 feet to an iron pin at a fence corner;

THENCE North  $2^{\circ} 12'$  East along and near a fence and crossing the North boundary line of the BBB & CRR Survey, which is a South boundary line of the Langston Survey and continuing in all 2912.45 feet to an iron pin in a fence;

THENCE South  $88^{\circ} 00'$  East 1066.34 feet to an iron pin-at a fence corner on the West boundary line of the Hobough Survey, Abstract 539;

THENCE South  $Q^{\circ} 47' 30''$  West with the West boundary line of said Hobough Survey, along and near a fence.1013.48 feet to an iron pin at a fence corner of said Hobough Survey;

THENCE South  $88^{\circ} 19' 40''$  East with the South boundary line of said Hobough Survey 654.1 feet to the PLACE OF BEGINNING, containing in all 101.452 acres of land.

Legal Description Parcel ID: 37619

E. MONROE KLEIN,  
as a part of his separate property and estate,  
of the County of Denton, State of Texas, all that certain  
tract or parcel of land lying and being situated in the S. K. Blish  
Survey, Abstract 40, and the BBB & CRR Survey, Abstract 133, Denton  
County, Texas, being part of a (called) 196 acre First Tract and part of  
a (called) 40 acre Third Tract as described in a Deed from R. H. Cooke  
et ux to Jacob Treitsch on May 29, 1893, and being more particularly  
described as follows:  
BEGINNING at an iron pin at a fence corner at the East Northeast corner  
of the S. K. Blish Survey, same being the Northwest corner of the M.  
Langston Survey, Abstract 737;  
THENCE South 1° 22' 30" West in an old road with the East boundary line  
of said Blish Survey 1439.54 to an iron pin on the West right-of-way of  
F.M. Road 2164;  
THENCE in a Southwesterly direction with a curve to the left whose chord  
is South 6° 41' 24" West 364.74 feet and radius is 2909.61 feet, an arc  
distance of 364.98 feet to an iron pin at a right-of-way flare;  
THENCE South 46° 14' 30" West with said flare in said right-of-way 139.5  
feet to an iron pin on the North right-of-way of F.M. Road 3163;  
THENCE North 88° 00' West with the North right-of-way of F.M. Road 3163  
and crossing a West boundary line of the Langston Survey, which is the  
East boundary line of the BBB & CRR Survey, and continuing a distance of  
1640.53 feet to an iron pin at a fence corner;  
THENCE North 2° 12' East along and near a fence and crossing the North  
boundary line of the BBB & CRR Survey, which is a South boundary line of  
the Langston Survey and continuing in all 2912.45 feet to an iron pin  
in a fence;  
THENCE South 88° 00' East 1066.34 feet to an iron pin at a fence corner  
on the West boundary line of the Hobough Survey, Abstract 539;  
THENCE South 0° 47' 30" West with the West boundary line of said Hobough  
Survey, along and near a fence 1013.48 feet to an iron pin at a fence  
corner of said Hobough Survey;  
THENCE South 88° 19' 40" East with the South boundary line of said Ho-  
bough Survey 654.1 feet to the PLACE OF BEGINNING, containing in all  
101.452 acres of land.

**Legal Description Parcel ID: 179016**

All that certain Exhibit A tract or parcel of land lying and being situated in the S. K. Blish Survey, Abstract 40, and the BBB & CRR Survey, Abstract 133, Denton. County, Texas, being part of a (called) 196 acre First Tract and part (called) 40 acre Third Tract as described in a Deed from R. H. Cooke et ux to Jacob Treitsch on May 29, 1893, and being more particularly described as follows:

BEGINNING at an iron pin at a fence corner at the East Northeast corner of the S. K. Blish Survey, same being the Northwest corner of the M. Langston Survey, Abstract 737;

THENCE South.  $1^{\circ} 22' 30''$  West in an old road with the East boundary line -of said Blish Survey 1439.54 to an iron pin on the West.right-of-way .of. F.M. Road 2164;

THENCE in a Southwesterly direction with a curve to the left whose chord is South  $6^{\circ} 41' 24''$  West 364.74 feet and radius is 2909.61 feet, an arc distance of 364.98 feet to an iron pin at a right-of-way flare; THENCE South  $46^{\circ} 14' 30''$  West with said flare in said right-of-way 139.5 feet to an iron pin on the North right-of-way of F.M. Road 3163;

THENCE North  $88^{\circ} 00'$  West with the North right-of-way of F.M. Road 3163 and crossing a West boundary line of the Langston Survey, which is the East boundary line of the BBB & CRR Survey, and continuing a distance of 1640.53 feet to an iron pin at a fence corner;

THENCE North  $2^{\circ} 12'$  East along and near a fence and crossing the North boundary line of the BBB & CRR Survey, which is a South boundary line of the Langston Survey and continuing in all 2912.45 feet to an iron pin in a fence;

THENCE South  $88^{\circ} 00'$  East 1066.34 feet to an iron pin-at a fence corner on the West boundary line of the Hobough Survey, Abstract 539; THENCE South  $Q^{\circ} 471 3Q''$  West with the West boundary line of said Hobough Survey, along and near a fence. 1013.48 feet to an iron pin at a fence corner of said Hobough Survey; THENCE South  $88^{\circ} 19' 40''$  East with the South boundary line of said Hobough Survey 654.1 feet to the PLACE OF BEGINNING, containing in all 101.452 acres of land.

Legal Description Parcel ID: 76969

JOHN W. KLEIN, GEORGE J. KLEIN and GARNER F. KLEIN,  
as a part of their separate property and estate,  
of the County of Denton, State of Texas, all that certain  
all those certain lots, tracts or parcels of land, lying and being sit-  
uated in the County of Denton, and State of Texas, and being part of  
J. W. Simmons Survey, the Samuel Blish Survey, and the B.B.B. & C.R.R.  
Co. Survey, and being more particularly described as follows:  
**FIRST TRACT:**  
BEGINNING at a point in the South boundary line of a public road, 542.9  
varas East of the West boundary line of the B.B.B. & C.R.R. Co. Survey,  
same being the Southeast corner of a tract of land conveyed by Jacob  
Trietsch and wife, Elizabeth Trietsch, to Walter J. Trietsch, by Deed  
shown of record in the Deed Records of Denton County, Texas;  
THENCE North with the East boundary line of the said Walter J. Trietsch  
tract of land 1516.4 varas to a corner;  
THENCE South 88° 50' East 392 varas to a corner in the East boundary  
line of the J. W. Simmons Survey;  
THENCE South 790.4 varas with the East boundary line of the said Simmons  
Survey and the Blish Survey to a corner same being an innercorner of the  
Blish Survey;  
THENCE South 89° East 243 varas with the North boundary line of the  
Blish Survey to the Northeast corner of the same in the East boundary line  
of a public road;  
THENCE South 1° East 718.6 varas with the East boundary of said road and  
the said Blish Survey to a corner;  
THENCE North 89° 25' West 647.4 varas with South boundary line of public  
road to the PLACE OF BEGINNING, containing in all 137.50 acres of land,  
of which 17.20 acres is in the B.B.B. & C.R.R. Co, 21.70 acres in the  
Simmons, and 98.60 acres in the Blish Survey;  
SAVE AND EXCEPT 101.452 acres in the S. K. Blish Survey, Abstract 40, and  
the B.B.B. & C.R.R. Survey, Abstract 133, Denton County, Texas, this

day conveyed by Mrs. J. W. Klein to E. Monroe Klein by Deed shown of  
record in the Deed Records of Denton County, Texas.  
**SECOND TRACT:**  
All that certain tract or parcel of land situated in Denton County,  
Texas, on Clear Creek about 7 miles North from the City of Denton, and  
being a part of the John W. Simmons 320 acre Survey, and described as  
follows:  
BEGINNING 53-1/3 rods North of the Southeast corner of said Survey;  
THENCE West 60 rods;  
THENCE North 40 rods;  
THENCE East to a corner in the center of the channel of Clear Creek  
THENCE down the channel of said Clear Creek with its meanderings to the  
East boundary line of the said John W. Simmons Survey;  
THENCE South with the said East boundary line to the PLACE OF BEGINNING,  
containing 17-1/2 acres of land.

**Legal Description Parcel ID: 57476 & 57457**

All that certain lot, tract or parcel of land lying and being situated in the County of Denton, State of Texas, and being a part of a certain 45 acre tract, more or less, which was conveyed by deed dated December 2, 1940, from G. L. Phillips to J. N. George and wife, Lucille George, as shown of record in Volume 287, page 604, of the Deed Records of Denton County, Texas, being out of the John Simmons Survey, Abst. No. 1162, and being more particularly described as follows:

BEGINNING at a steel pin in the south boundary line of a private road running east, and being in the east boundary line of the past mentioned tract of 45 acres, more or less, and being in the east boundary line of the John Simmons Survey, Abst. No. 1162, and being 1360.00 feet south of the northeast corner of said 45 acre tract;

THENCE South along fence line and the east boundary line of said Simmons Survey and the east boundary line of said 45 acre tract, 674 feet to a steel pin for corner;

THENCE West and passing at 623.5 feet a steel pin in a fence running northwest and southeast; continuing on said course a total distance of 707.5 feet to a point for corner in the centerline of Clear Creek and in the WBL of the past mentioned 45 acre tract;

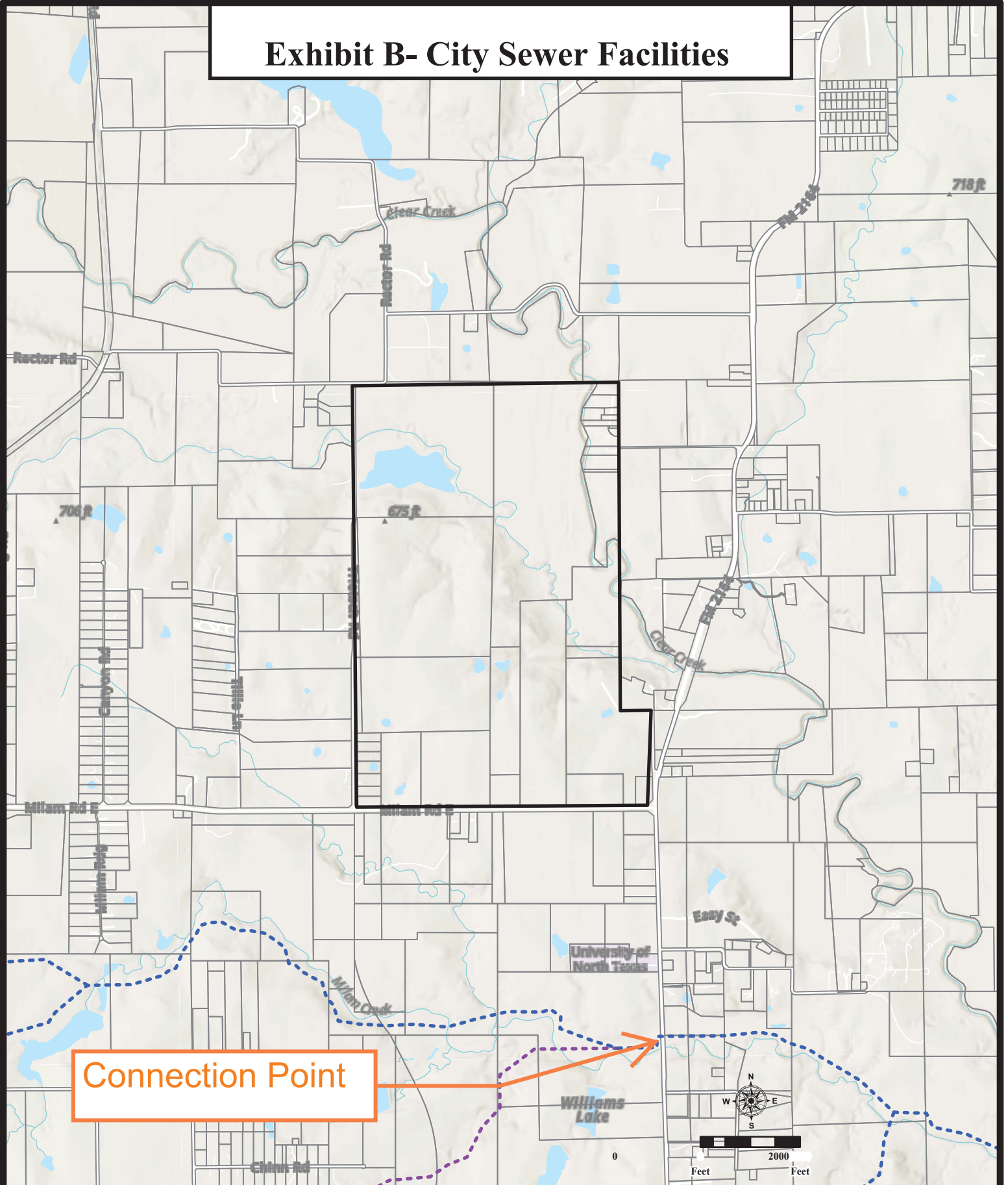
THENCE Northwesterly along the centerline of Clear Creek and the WBL of said tract of 45 acres, more or less, 202.00 feet to a point for the NW corner of the tract herein described;

THENCE East and passing at 72.00 feet to a steel pin in a fence line running northwest and southeast; continuing on said course a total distance of 713.7 feet to a steel pin for corner; said corner being 20 feet west of the EBL of the past mentioned 45 acre Tract;

THENCE North and parallel with the EBL of said tract of 45 acres, more or less, a distance of 474.00 feet to a steel pin for corner in the SBL of the past mentioned east and west private road;

THENCE East along the south boundary line of said private road, 20.00 feet to point of beginning and containing 3.526 acres of land, as surveyed on the ground by R. G. Milliken, Licensed State Land Surveyor and County Surveyor for Denton County on the 3rd day of August 1965;

# Exhibit B- City Sewer Facilities



**Connection Point**

**Legend**

- - - City Sewer Facilities
- Sundance Development

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



# 636 DENTON DEV. COMPANY, LLC SUNDANCE WATER PLAN

DENTON COUNTY, TEXAS  
JUNE 2026



VICINITY MAP  
SCALE 1" = 2,000'

**ENGINEER**  
KEVIN J. WARE  
500 MOSELEY ROAD  
CROSS ROADS, TX 76227  
PHONE: 940-387-0865  
FAX: 940-387-0830  
EMAIL: kware@kjg-us.com  
(TBPE F-12214)

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

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

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

NO.	REVISION	DESCRIPTION	SCALE	DATE
CONSULTANT: THIS DOCUMENT IS RELEASED FOR REVIEW UNDER THE PROVISIONS OF THE OPEN PUBLIC INFORMATION ACT (TEXAS P.E. NO. 1305893). ON 11/17/2023, IT IS NOT TO BE USED FOR ANY CONTRACT, BIDDING OR PERMIT PURPOSES.				

**OKJE**  
500 Moseley Road  
Cross Roads, Texas 76227  
Phone: (940) 387-0865  
Fax: (940) 387-0830  
(TBPE # F-12214)

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

DATE:	06/01/2026	SHEET:	<b>C-01</b>
DRAWN BY:	MH		
CHECKED BY:	SG		
PROJECT #:	220829		





KEY MAP  
NOT TO SCALE



**!WARNING!!**  
EXISTING UTILITIES IN THE AREA. LOCATION OF ALL UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR AND SHALL IMMEDIATELY BE REPORTED TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES.

NO.	REVISION	DESCRIPTION	DATE

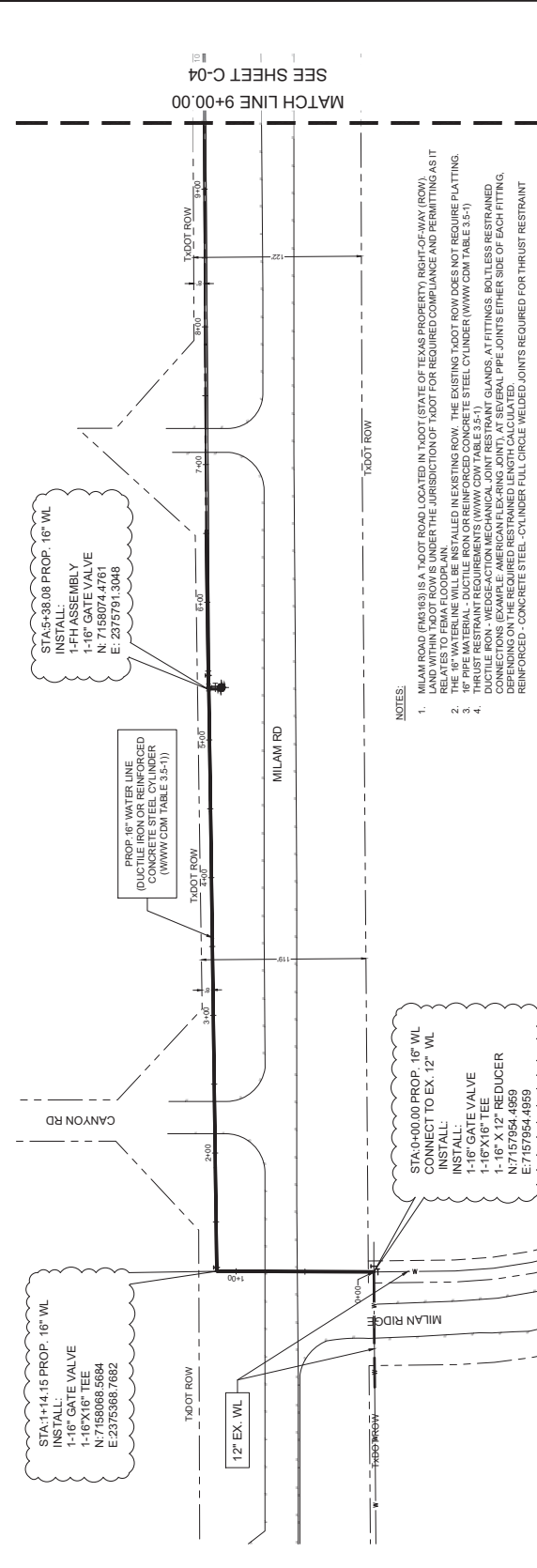
CONSULTANT: **OKJE**  
500 Moseley Road  
Ft. Worth, Texas 76102  
Phone: (817) 336-8800  
Fax: (817) 336-8800  
Website: www.okje.com  
Project: 220629  
Sheet: C-03

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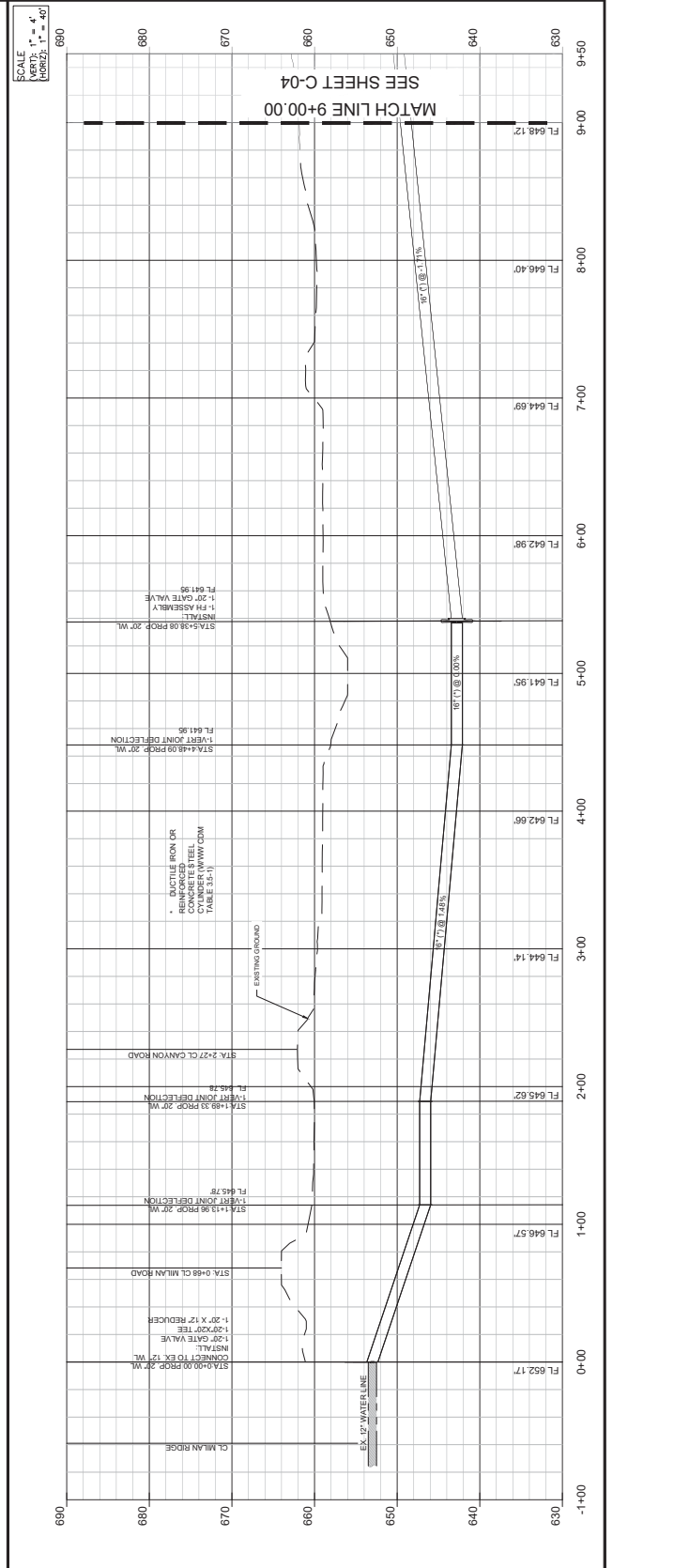
**OFFSITE WATER PLAN I**  
**636 DENTON DEVELOPMENT CO.**  
**SUNDANCE RANCH**  
**DENTON, TEXAS**

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

**C-03**



**MILAM RD E 16" PVC MAIN WATER**





KEY MAP



**!WARNING!**  
 CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CHANGES TO THE PROJECT. THIS DOCUMENT IS RELEASED UNDER THE PROVISIONS OF THE PUBLIC INFORMATION ACT (TEXAS P.E. NO. 1305493) ON 11/17/2023. IT IS NOT TO BE USED FOR ANY OTHER BIDDING OR PERMITS PURPOSES.

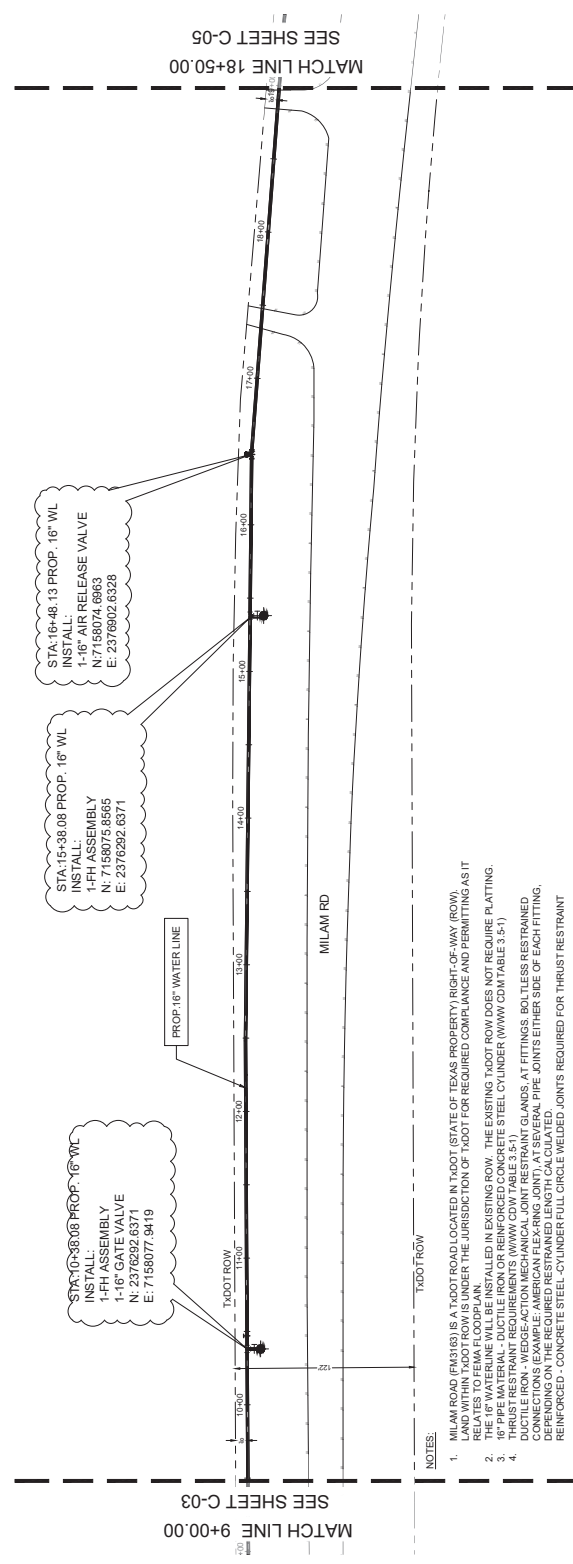
NO.	REVISION	DESCRIPTION	DATE

**OKJE**  
 500 Moseley Road  
 Cross Timbers, Texas 76227  
 Phone: (840) 387-0830  
 Fax: (840) 387-0830  
 (TBPE # F-12114)

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

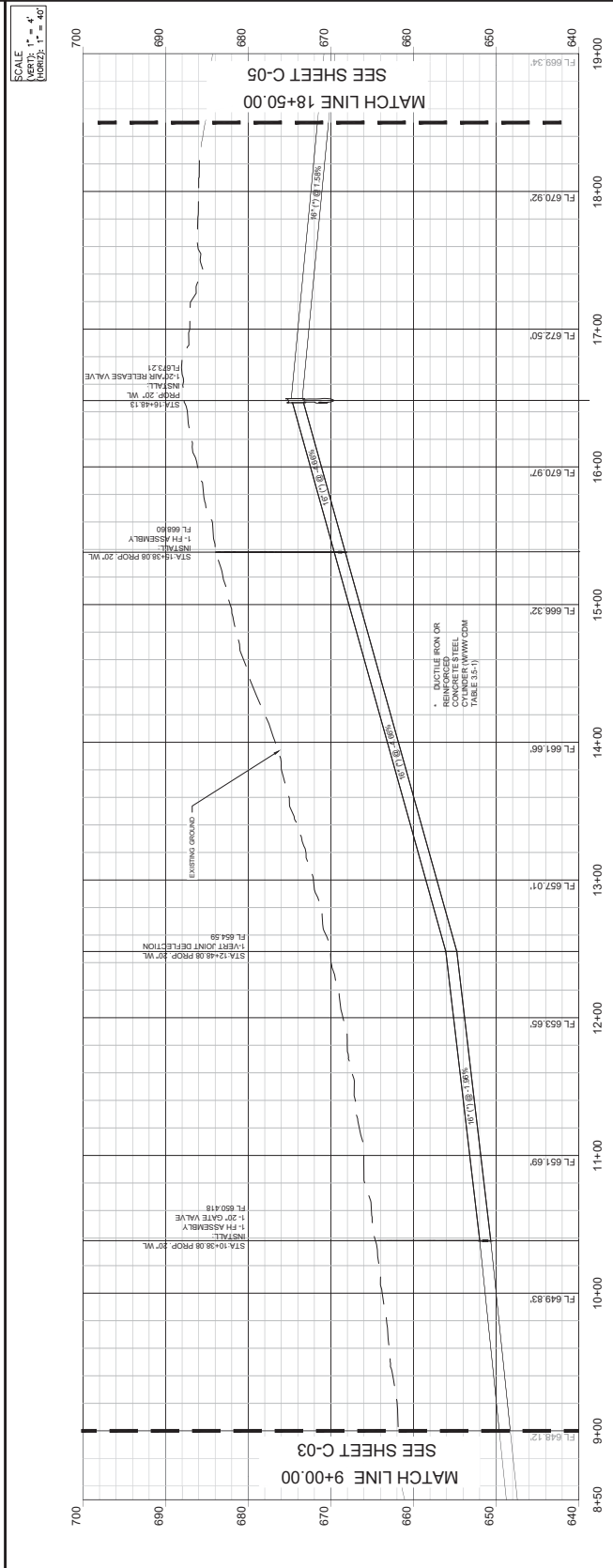
DATE: 06/11/2026 SHEET:  
 DRAWN BY: MH  
 CHECKED BY: SG  
 PROJECT #: 220629

**C-04**



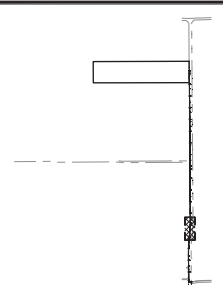
**MILAM RD E 16" PVC MAIN WATER**

- NOTES:**
- MILAM ROAD (FM3183) IS A TADOT ROAD LOCATED IN TADOT (STATE OF TEXAS PROPERTY) RIGHT-OF-WAY (ROW). LAND WITHIN TADOT ROW IS UNDER THE JURISDICTION OF TADOT FOR REQUIRED COMPLIANCE AND PERMITTING AS IT APPLIES TO THE PROJECT.
  - THE 16" WATERLINE WILL BE INSTALLED IN EXISTING ROW. THE EXISTING TADOT ROW DOES NOT REQUIRE PLATTING.
  - 16" PIPE MATERIAL - DUCTILE IRON OR REINFORCED CONCRETE STEEL CYLINDER (WWW.CDMTABLE.COM)
  - DUCTILE IRON - WELD CONNECTIONS - ANGLE JOINT RESTRAINT GLANDS, AT FITTINGS, BOLTS LESS RESTRAINED CONNECTIONS (EXAMPLE: AMERICAN FLEX-RING JOINT), AT SEVERAL PIPE JOINTS EITHER SIDE OF EACH FITTING. DEPENDING ON THE REQUIRED RESTRAINED LENGTH CALCULATED.
  - REINFORCED - CONCRETE STEEL-CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT





KEY MAP



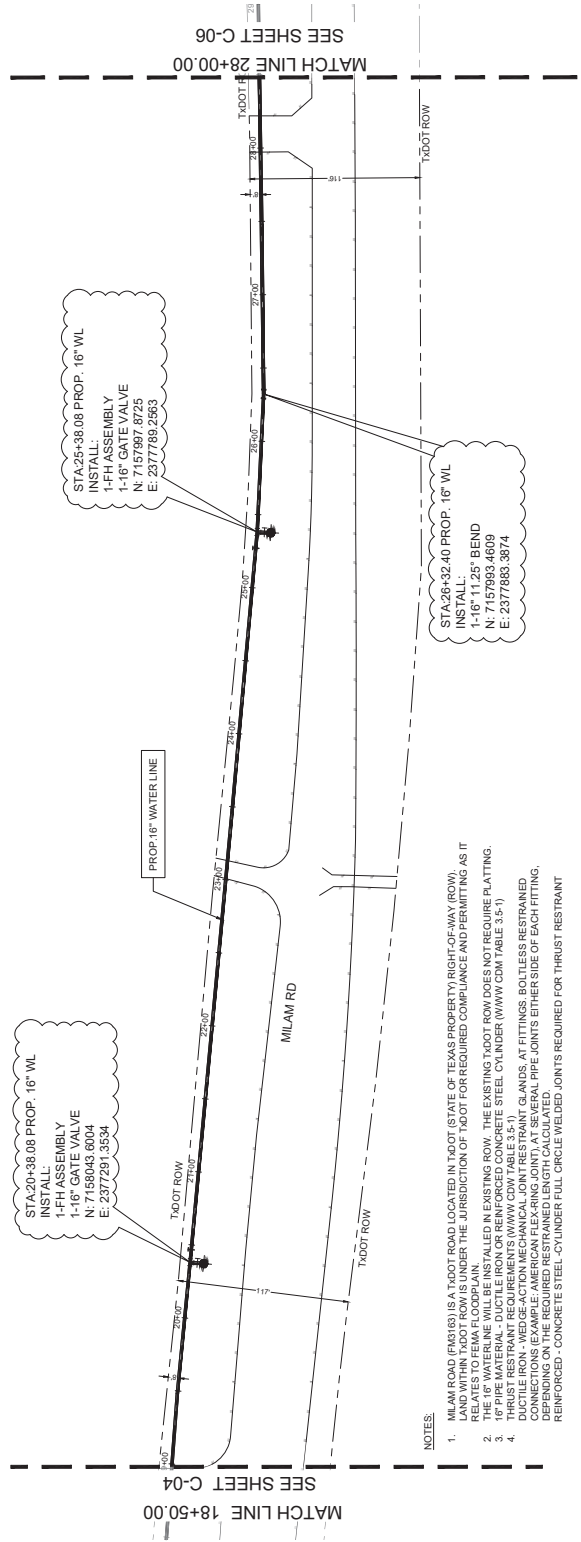
**!WARNING!**  
 CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY STOP WORK AND NOTIFY THE ENGINEER IF ANY UNEXPECTED UTILITIES ARE ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY STOP WORK AND NOTIFY THE ENGINEER IF ANY UNEXPECTED UTILITIES ARE ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY STOP WORK AND NOTIFY THE ENGINEER IF ANY UNEXPECTED UTILITIES ARE ENCOUNTERED.

NO.	REVISION	DESCRIPTION	DATE

**OKJE**  
 500 Moseley Road  
 Suite 1000  
 Denton, TX 76207  
 Phone: (940) 387-0830  
 Fax: (940) 387-0830  
 (TBPE # F-1214)

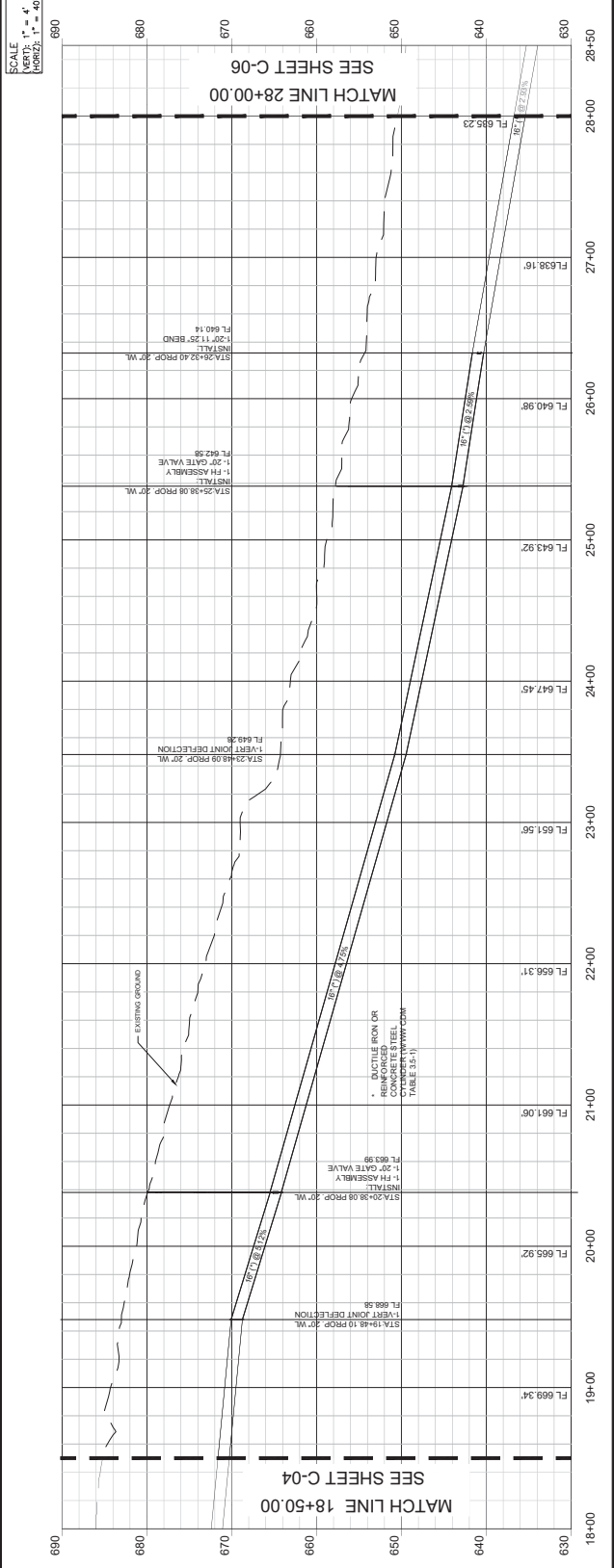
**OFFSITE WATER PLAN III**  
**636 DENTON DEVELOPMENT CO.**  
**SUNDANCE RANCH**  
**DENTON, TEXAS**

**C-05**  
 SHEET  
 DATE: 06/11/2026  
 DRAWN BY: MH  
 CHECKED BY: SG  
 PROJECT #: 220629



- NOTES:**
- MILAM ROAD (FM 1816) IS A TODD ROAD LOCATED IN TODD (STATE OF TEXAS PROPERTY) RIGHT-OF-WAY (ROW). LAND WITHIN TODD ROW IS UNDER THE JURISDICTION OF TODD FOR REQUIRED COMPLIANCE AND PERMITTING AS IT RELATES TO FEMA FLOODPLAIN.
  - ALL MANHOLES SHALL BE INSTALLED IN EXISTING ROW. THE EXISTING TODD ROW DOES NOT REQUIRE PLATTING.
  - 16" PIPE MATERIAL - DUCTILE IRON OR REINFORCED CONCRETE STEEL CULVERT (WWW.CDM TABLE 3.5-1).
  - THRUST RESTRAINT REQUIREMENTS (WWW.CDM TABLE 3.5-1).
  - DUCTILE IRON - WEDGE-ACTION MECHANICAL JOINT RESTRAINT GLANDS, AT FITTINGS. BOLTLESS RESTRAINED JOINTS SHALL BE USED FOR ALL FITTINGS. PIPE JOINTS EITHER SIDE OF EACH FITTING, DEPENDING ON THE REQUIRED RESTRAINED LENGTH CALCULATED.
  - REINFORCED - CONCRETE STEEL-CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

**MILAM RD E 16" PVC MAIN WATER**





KEY MAP



**!WARNING!**  
 ALL EXISTING UTILITIES IN THE AREA OF ALL WORK SHALL BE IDENTIFIED WITH ADEQUATE WARNING SIGNS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY BE STOPPED AND PROTECTED IMMEDIATELY UPON IDENTIFICATION. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS FROM THE LOCAL AND STATE AGENCIES PRIOR TO CONSTRUCTION. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS FROM THE LOCAL AND STATE AGENCIES PRIOR TO CONSTRUCTION.

NO.	REVISION	DESCRIPTION	DATE

CONSULTANT:  
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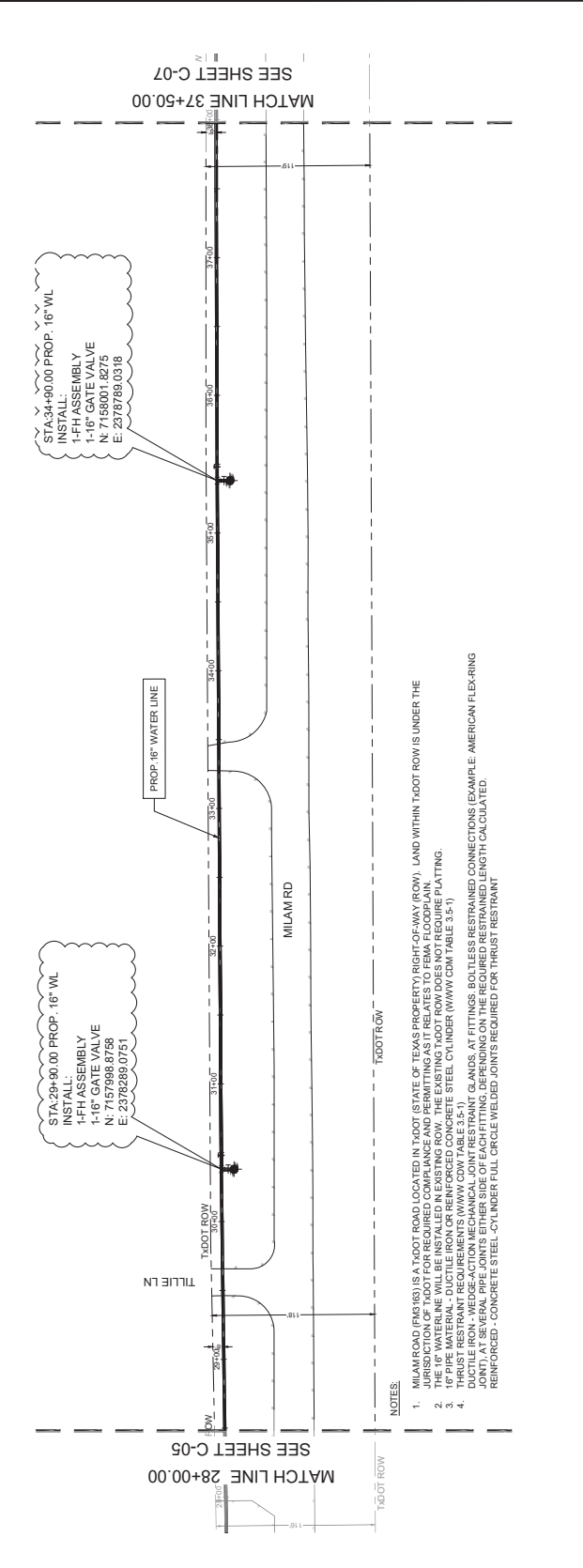
500 Moseley Road  
 Suite 1000  
 Denton, TX 76207  
 Phone: (940) 387-0830  
 Fax: (940) 387-0830  
 (TBPE # F-12114)



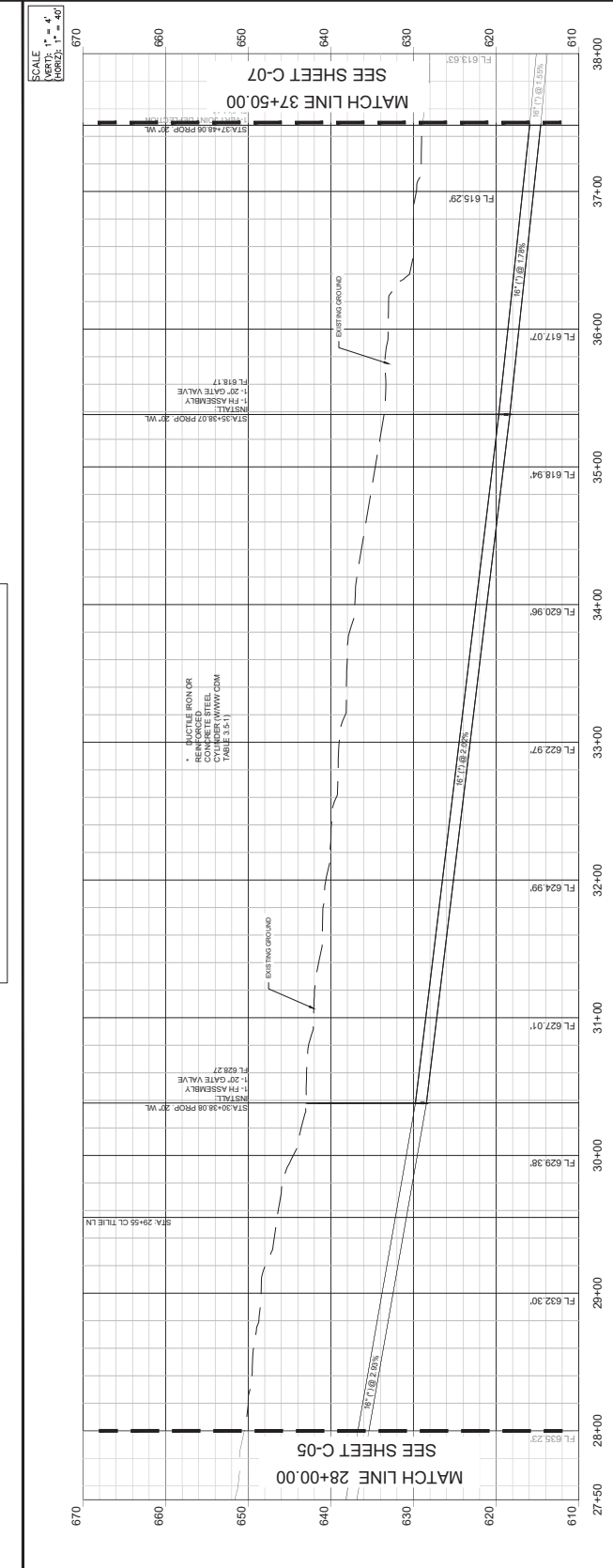
**OFFSITE WATER PLAN IV**  
**636 DENTON DEVELOPMENT CO.**  
**SUNDANCE RANCH**  
**DENTON, TEXAS**

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

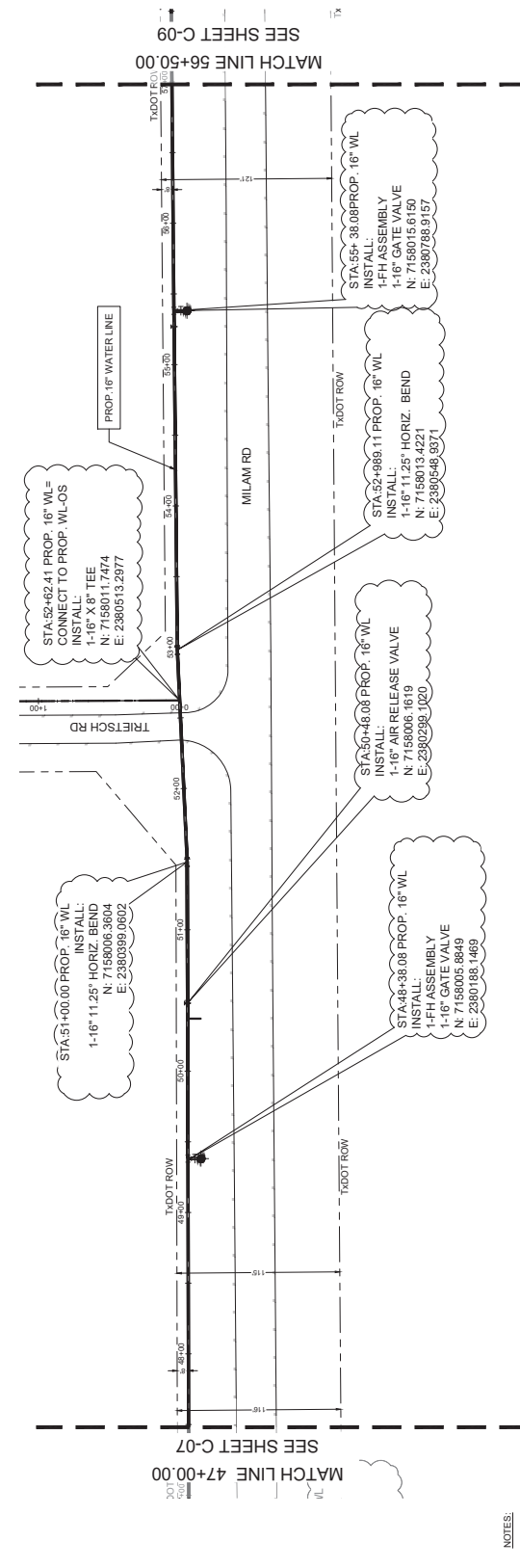
**C-06**



**MILAM RD E 16" PVC MAIN WATER**



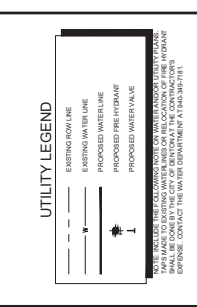
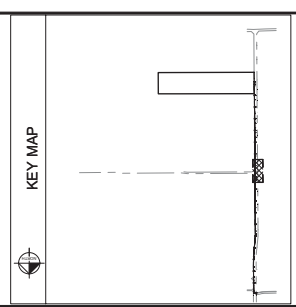
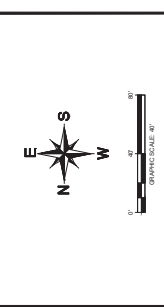
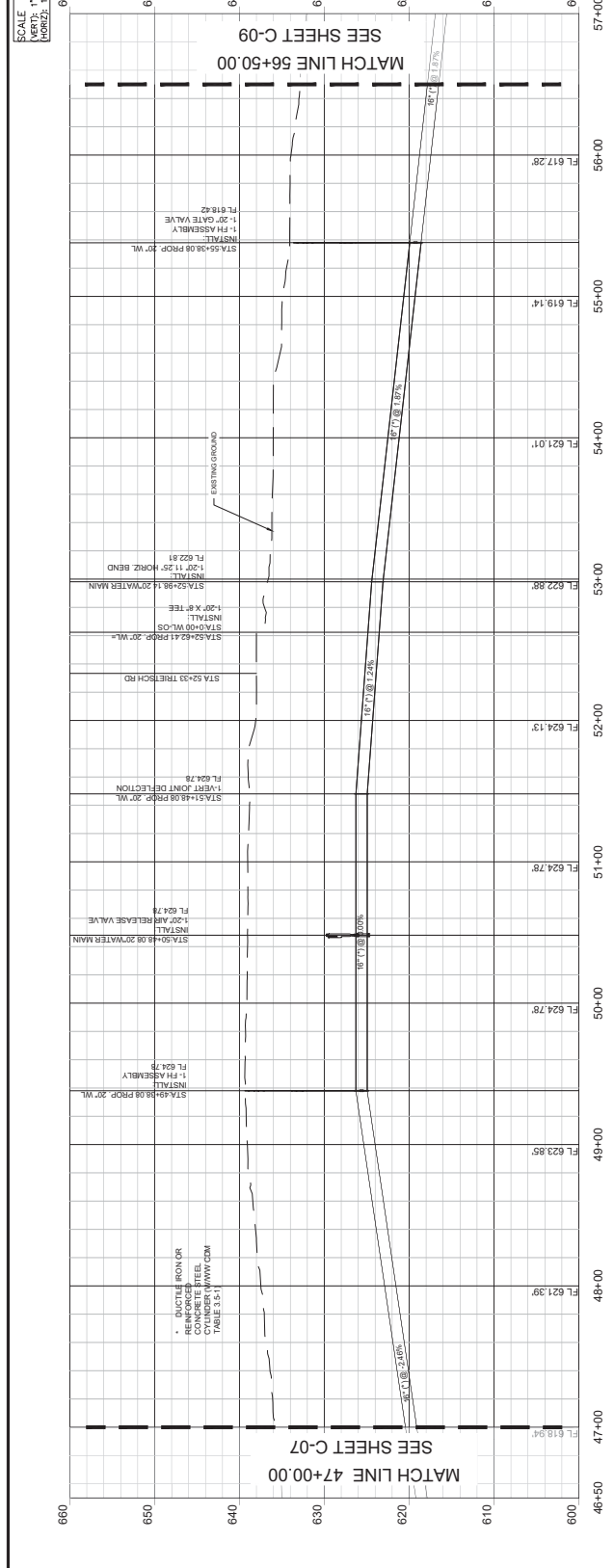




**NOTES:**

- MILAM ROAD (FM 1636) IS A T&GOT ROAD LOCATED IN T&GOT (STATE OF TEXAS PROPERTY) RIGHT-OF-WAY (ROW). LAND WITHIN T&GOT ROW IS UNDER THE JURISDICTION OF T&GOT FOR REQUIRED COMPLIANCE AND PERMITTING AS IT RELATES TO THE T&GOT ROW.
- THE 16" WATER LINE WILL BE INSTALLED IN EXISTING ROW. THE EXISTING T&GOT ROW DOES NOT REQUIRE PLATTING.
- 16" PIPE MATERIAL - DUCTILE IRON OR REINFORCED CONCRETE STEEL CYLINDER (WWW.CDM TABLE 3.5-1).
- THRUST RESTRAINT REQUIREMENTS (WWW.CDM TABLE 3.5-1). GLANDS, AT FITTINGS, BOLTLESS RESTRAINED CONNECTIONS (EXAMPLE: AMERICAN FLEXING JOINT), AT SEVERAL PIPE JOINTS EITHER SIDE OF EACH FITTING, DEPENDING ON THE REQUIRED RESTRAINED LENGTH CALCULATED.
- REINFORCED - CONCRETE STEEL - CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

**MILAM RD E 16" PVC MAIN WATER**



NO FIELD OR OFFICE DRAWING SHALL BE USED FOR CONSTRUCTION UNLESS IT IS APPROVED BY THE ENGINEER. ANY CHANGES TO THE DRAWING SHALL BE DONE BY THE CITY OF DENTON AT THE CONTRACTOR'S RISK. CONTACT THE T&GOT DEPARTMENT AT (817) 291-3171.

**!WARNING!**  
 ALL EXISTING UTILITIES IN THE AREA. THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR AND SHALL IMMEDIATELY BE REPORTED TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF DENTON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF DENTON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF DENTON.

NO.	REVISION	DESCRIPTION	DATE

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500 Moseley Road  
 P.O. Box 16000  
 Denton, TX 76202  
 Phone: (817) 387-0830  
 Fax: (817) 387-0830  
 (TBPE # F-12114)

**OKJE**

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

DATE: 06/1/2026 SHEET: **C-08**  
 DRAWN BY: MH  
 CHECKED BY: SG  
 PROJECT #: 220629







KEY MAP



UTILITY LEGEND

EXISTING WATER LINE  
 PROPOSED WATERLINE  
 PROPOSED WATERLINE WITH VALVE  
 PROPOSED WATERLINE WITH MANHOLE

NO UTILITIES SHOWN ON THIS PLAN ARE TO BE CONSIDERED AS EXISTING UTILITIES UNLESS SHOWN BY THE CITY OF DENTON AT THE CONTRACTOR'S RISK. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENTON AND THE TEXAS PUBLIC UTILITY REGULATORY COMMISSION (TPURC) PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENTON AND THE TEXAS PUBLIC UTILITY REGULATORY COMMISSION (TPURC) PRIOR TO CONSTRUCTION.

**!WARNING!**

EXISTING UTILITIES IN THE AREA. LOCATION OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY BE STOPPED IF ANY UTILITIES ARE ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENTON AND THE TEXAS PUBLIC UTILITY REGULATORY COMMISSION (TPURC) PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENTON AND THE TEXAS PUBLIC UTILITY REGULATORY COMMISSION (TPURC) PRIOR TO CONSTRUCTION.

NO.	REVISION	DESCRIPTION	DATE

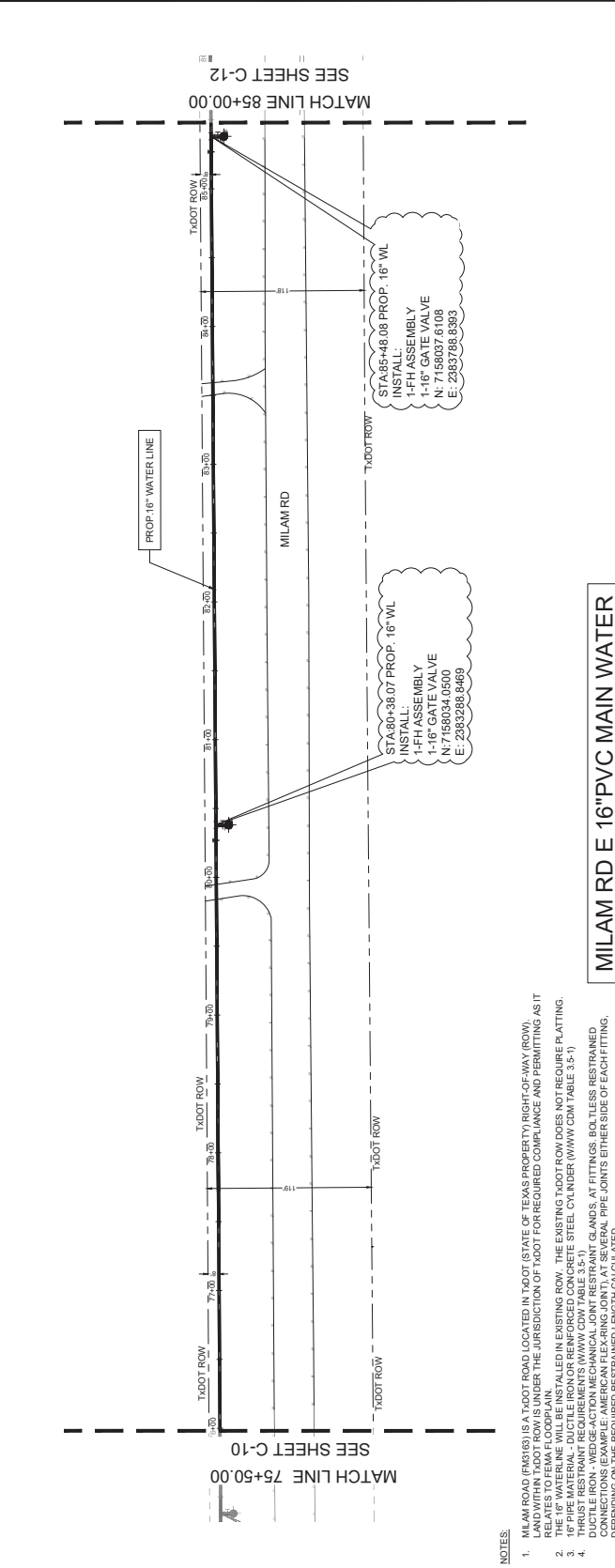
CONSULTANT: OKJE

500 Moseley Road  
 Suite 1000  
 Denton, TX 76207  
 Phone: (817) 387-0830  
 Fax: (817) 387-0830  
 (TPBE # F-12114)

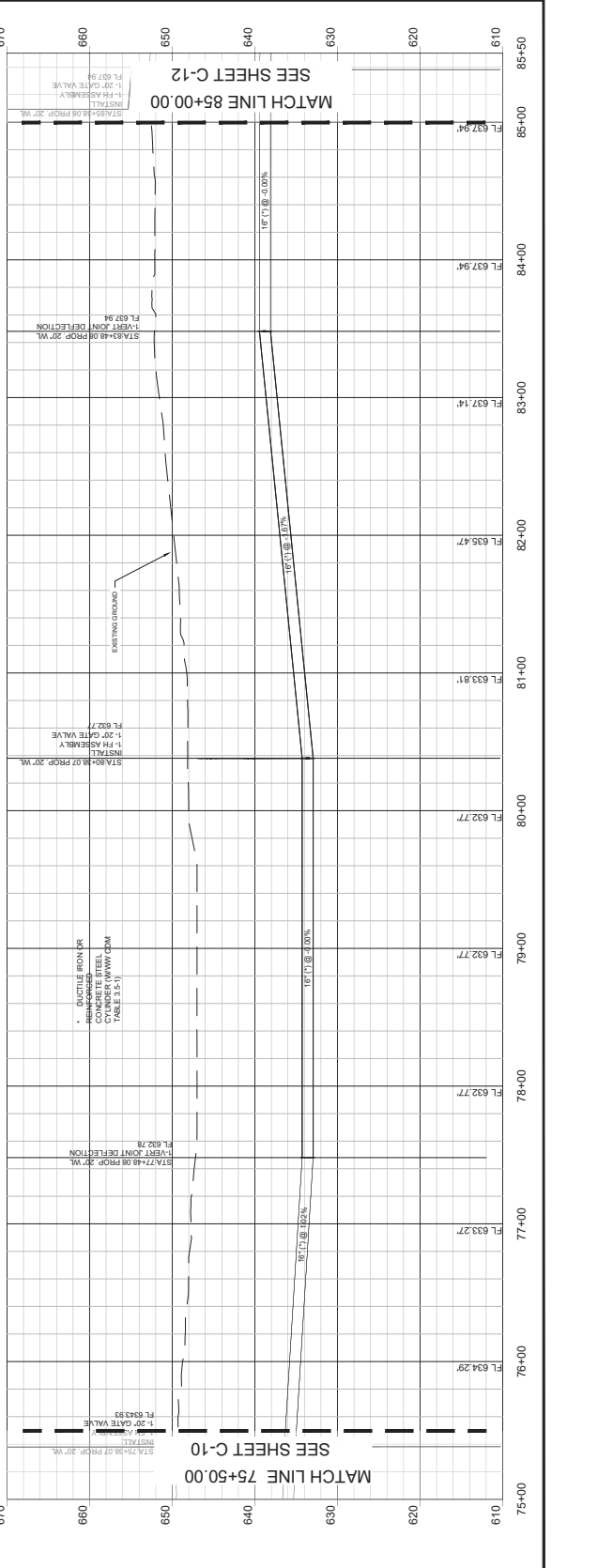
OFFSITE WATER PLAN IX  
 636 DENTON DEVELOPMENT CO.  
 SUNDANCE RANCH  
 DENTON, TEXAS

DATE: 06/17/2026 SHEET:  
 DRAWN BY: MH  
 CHECKED BY: SG  
 PROJECT #: 220629

**C-11**

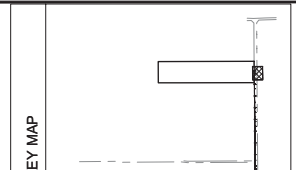
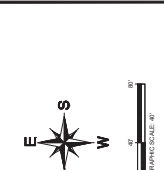


**MILAM RD E 16" PVC MAIN WATER**



NOTES:

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



**!WARNING!**  
 ALL EXISTING UTILITIES IN THE AREA, INCLUDING BUT NOT LIMITED TO, WATER, GAS, ELECTRIC, AND TELEPHONE, SHALL BE LOCATED AND DEPTH VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL UTILITY COMPANIES AND THE CITY OF DENTON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL UTILITY COMPANIES AND THE CITY OF DENTON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL UTILITY COMPANIES AND THE CITY OF DENTON.

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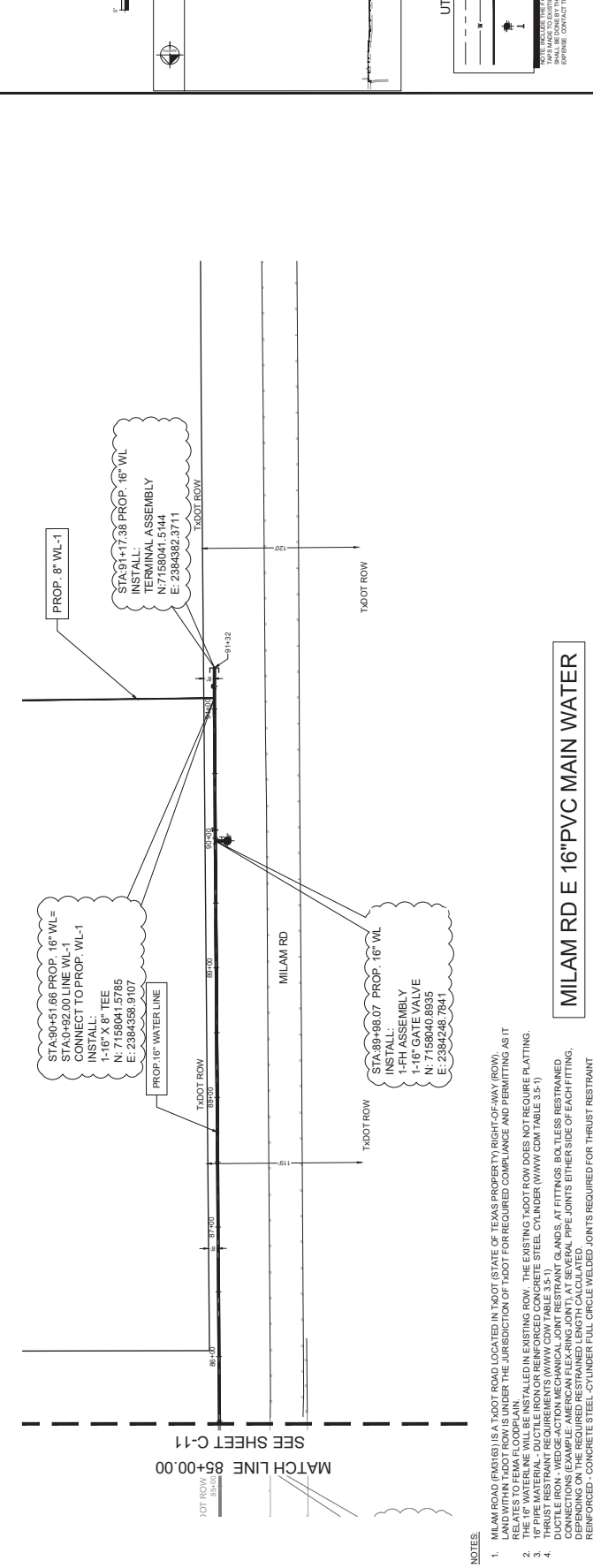
500 Moseley Road  
 Denton, Texas 76207  
 Phone: (940) 387-0830  
 Fax: (940) 387-0830  
 (TBPE # F-12114)

**OKJE**

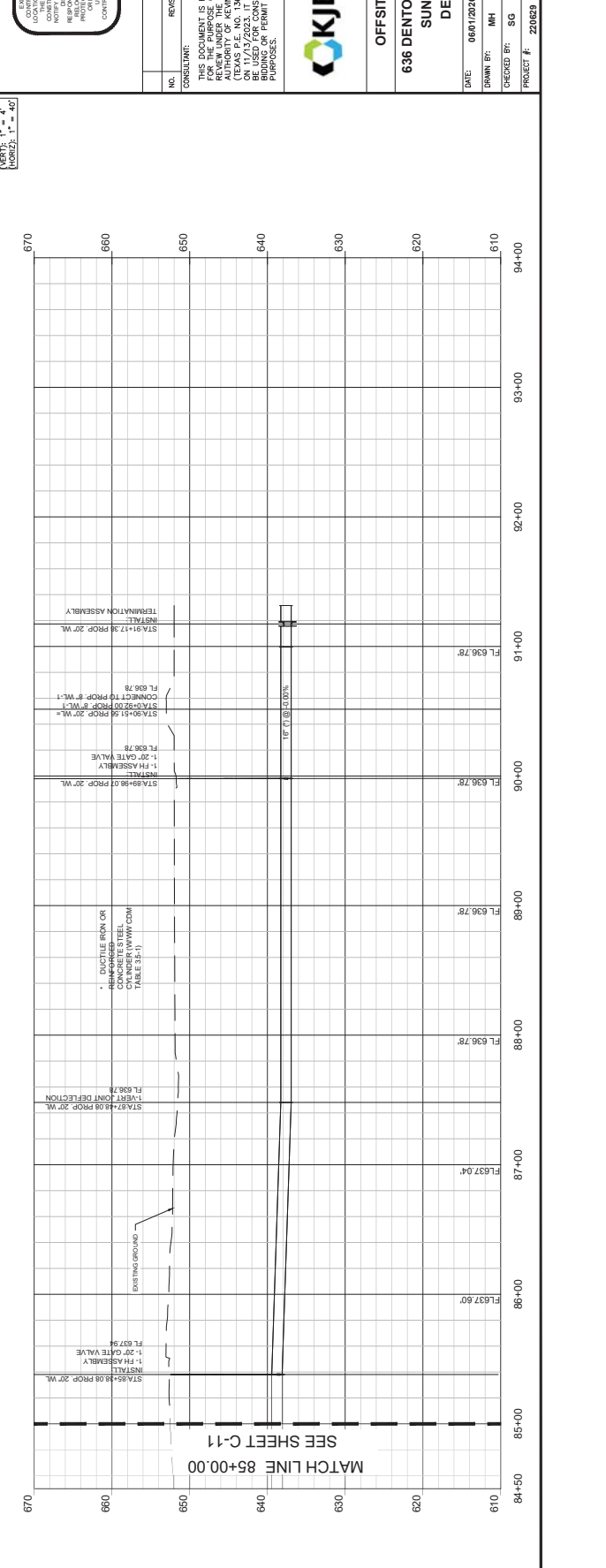
**OFFSITE WATER PLAN X**  
**636 DENTON DEVELOPMENT CO.**  
**SUNDANCE RANCH**  
**DENTON, TEXAS**

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

**C-12**



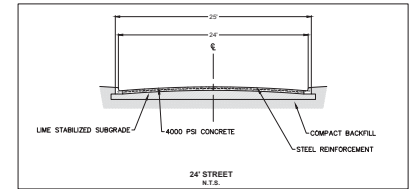
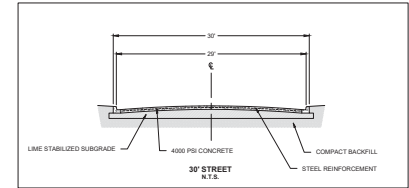
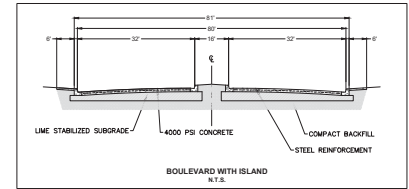
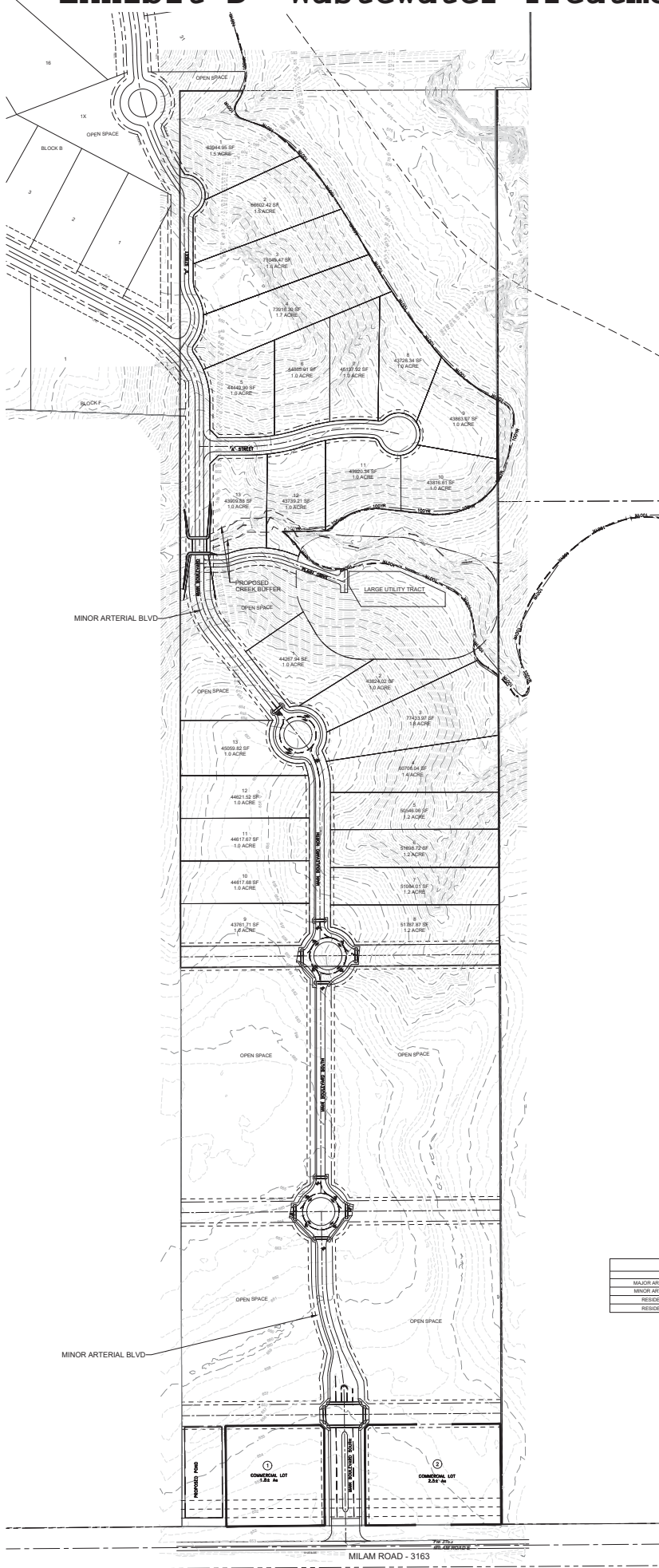
**MILAM RD E 16" PVC MAIN WATER**



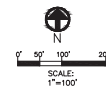
SCALE: HORIZ. 1" = 40'  
 VERT. 1" = 4'

NOTES:  
 1. MILAM ROAD (R4618) IS A TxDOT ROAD LOCATED IN TxDOT DISTRICT OF TEXAS, PRESERVATION RIGHTS OR MAY (RSW) LAND WITHIN TxDOT ROW SLINDER THE JURISDICTION OF TxDOT FOR REQUIRED COMPLIANCE AND PERMITTING AS IT RELATES TO FEMA FLOODPLAIN.  
 2. THE 16" WATER LINE WILL BE INSTALLED IN EXISTING ROW. THE EXISTING TxDOT ROW DOES NOT REQUIRE PLATTING.  
 3. THE 16" WATER LINE SHALL BE INSTALLED IN EXISTING ROW. THE EXISTING TxDOT ROW DOES NOT REQUIRE PLATTING.  
 4. THURST RESTRAINT REQUIREMENTS (WWW.CDM TABLE 3.5-1)  
 5. THURST RESTRAINT REQUIREMENTS (WWW.CDM TABLE 3.5-1)  
 6. DUCTILE IRON - WEDGE ACTION MECHANICAL JOINT RESTRAINT GLANDS, AT FITTINGS, BOLTS, RESTRAINT CONNECTIONS (EXAMPLE: AMERICAN FLEX-RING JOINT), AT SEVERAL PIPE JOINTS EITHER SIDE OF EACH FITTING, REINFORCED - CONCRETE 3 STEEL-CYLINDER FULL CIRCLE WELDED JOINTS REQUIRED FOR THRUST RESTRAINT

# Exhibit D- Wastewater Treatment Plant Site



ACCESS ROADS					
NAME	PAVEMENT LENGTH	RIGHT OF WAY	WIDTH	SPEED LIMIT (MPH)	UTILITY EASEMENT
MAJOR ARTERIAL BOULEVARD	507	110'	32' Min. Concrete	45	8'
MINOR ARTERIAL BOULEVARD	2547	60'	24'	45	8'
RESIDENTIAL STREET G	572	50'	30'	30	8'
RESIDENTIAL STREET H	465	60'	24'	30	8'



SUNDANCE DEVELOPMENT  
EXHIBIT  
March 20, 2026

