

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE EXECUTION OF A COST SHARING AGREEMENT BETWEEN THE CITY, COLE RANCH DEVELOPMENT LP, COLE RANCH IMPROVEMENT DISTRICT NO. 1 OF DENTON COUNTY, HR 3200, LP, AND HUNTER RANCH IMPROVEMENT DISTRICT NO. 1 OF DENTON COUNTY, FOR THE CONSTRUCTION OF A SEWER LINE; AUTHORIZING AN ESCROW AGREEMENT AND THE EXPENDITURE OF FUNDS FOR THE CITY'S ALLOCATED SHARE OF IMPROVEMENT COSTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Section 59, Article XVI, Texas Constitution, Cole Ranch Improvement District No. 1 of Denton County, Texas (the "District") has been created during the 86th Regular Session of the Texas Legislature through the passage of H.B. 4693, Hunter Ranch Improvement District No. 1 of Denton County, Texas (the "HRID") has been created through the passage of H.B. 4683 and both codified under Chapter 3980 and Chapter 3981, Special District Local Laws Code (the "District Act"), to include land within the City of Denton, Texas (the "City"), as a special district for the benefit of the public and for public purposes, including the acquisition, construction, improvement, financing, operation, and maintenance of water, wastewater, drainage, road, landscaping, park and recreational facilities; and

WHEREAS, in satisfaction of the requirements of the District Act, the City adopted resolutions on April 7, 2020, consenting to the creation of the Districts and to the inclusion of the land described therein; and

WHEREAS, Cole Ranch Development LP (the "Developer") is the developer or affiliate of the developer of certain real property located in the City of Denton, Texas located within the District; and

WHEREAS, the City, SLF II COLE PROPERTY, L.P., and the District entered into the Project Agreement and the Operating Agreement dated April 7, 2020, and approved by City Ordinance 20-760 and 20-761, respectively (the "Agreements"); and

WHEREAS, the Agreements specify the Improvement Projects to be constructed by the District and the Developer and the City's ability to participate in the construction and funding of those Improvement Projects to serve other areas of the City; and

WHEREAS, HR 3200, LP ("Hunter Developer") is the developer or affiliate of the developer of certain real property located in the City of Denton, Texas located within the HRID (the "Hunter Property"); and

WHEREAS, Developer is in the process of developing and improving the Property and Hunter Developer is in the process of developing and improving the Hunter Property and in connection with the same, the District and HRID must design, construct and install adequate wastewater facilities to service the Property; and

WHEREAS, the City wishes to participate in the cost of designing, constructing and

installing a portion of the wastewater facilities serving the District to provide for additional capacity in the wastewater main to expand its utility system and insure adequate utility service to other customers, which consists of the Hickory Branch Wastewater Trunk Main identified in Exhibit B1-B of the Cole Ranch Operating Agreement and the Civil Construction Plans for Cole Ranch Hickory Creek Sanitary Sewer CEP25-0028 (the “Required Facilities”); and

WHEREAS, City, District, Developer, HRID and Hunter Developer desire to enter a Cost Sharing Agreement in the form attached hereto as **Exhibit “A”** to increase the capacity of improvements in anticipation of future development in the area; and

WHEREAS, City, District, Developer, HRID and Hunter Developer desire to set forth, in writing, their understandings and agreement regarding the design, construction and installation of the Required Facilities; NOW, THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager or their designee is hereby authorized to execute Cost Sharing Agreement attached hereto as **Exhibit “A”** specifying the details of funding, construction, requirements of the parties, and other related matters.

SECTION 2. The Cost Sharing Agreement is attached hereto as **Exhibit “A”** and incorporated herein for all purposes. Minor adjustments to the attached Cost Sharing Agreement are authorized, such as filling in blanks and minor clarifications or corrections, and any modifications made by the City Council in the approval of this ordinance.

SECTION 3. The City Manager, or their designee, is further authorized to carry out all duties and obligations to be performed by the City under the Cost Sharing Agreement.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At-Large Place 5	_____	_____	_____	_____
Jill Jester, At-Large Place 6	_____	_____	_____	_____

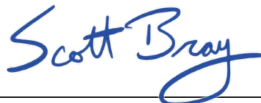
PASSED AND APPROVED this the ____ day of _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:

INGRID REX, CITY SECRETARY

APPROVED AS TO LEGAL FORM:



Scott Bray
Deputy City Attorney

MACK REINWAND, CITY ATTORNEY

Exhibit "A"

Cost Sharing Agreement

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

COST SHARING AGREEMENT

This Cost Sharing Agreement (this “**Agreement**”), is made and entered into this ___ day of _____, 2026 (the “**Effective Date**”), by and amongst the City of Denton, a Texas Home-Rule Municipal Corporation (hereinafter referred to as the “**City**”), with its offices located at 215 East McKinney Street, Denton, Texas 76201; Cole Ranch Improvement District No. 1 of Denton County, Texas (hereinafter referred to as “**District**”) with a mailing address of ABHR, c/o Stephen M. Robinson, 4514 Cole Avenue, Suite 1450, Dallas, Texas, 75205; Cole Ranch Development LP, a Texas limited partnership (hereinafter referred to as “**Developer**”), whose principal address is 5005 Riverway, Suite 500, Houston, Texas 77056; Hunter Ranch Improvement District No. 1 of Denton County, Texas (hereinafter referred to as “**HRID**”); with a mailing address of ABHR, c/o Sanjay Bapat, 4514 Cole Avenue, Suite 1450, Dallas, Texas, 75205; and HR 3200, LP, a Texas limited partnership (hereinafter referred to as “**Hunter Developer**”), whose principal address is 3000 Turtle Creek Boulevard, Dallas, Texas 75219. Each of the City, District, Developer, HRID and Hunter Developer shall be referred to herein as a “**Party**” and together, as the “**Parties**.”

RECITALS:

WHEREAS, Developer is the developer or affiliate of the developer of certain real property located in the City of Denton, Texas and being depicted on **Exhibit A-1**, attached hereto and made a part hereof for all purposes (the “**Property**”); and

WHEREAS, the Property is also located within the District; and

WHEREAS, Hunter Developer is the developer or affiliate of the developer of certain real property located in the City of Denton, Texas and being depicted on **Exhibit A-2**, attached hereto and made a part hereof for all purposes (the “**Hunter Property**”)

WHEREAS, Developer is in the process of developing and improving the Property and Hunter Developer is in the process of developing and improving the Hunter Property and in connection with the same, the District must design, construct and install adequate wastewater facilities to service the Property and the Hunter Property as generally depicted on **Exhibit B** (the “**District Facilities**”); and

WHEREAS, the City wishes to participate in the cost of designing, constructing and installing a portion of the District Facilities to provide for additional capacity in the wastewater main to expand its utility system and insure adequate utility service to other customers, which consists of the Hickory Creek Interceptor identified in Exhibit L of the Cole Ranch Operating Agreement effective April 7, 2020, as amended by that certain First Amendment to Operating Agreement, effective February 18, 2025 (the “**Operating Agreement**”) and the Civil Construction Plans for Hickory Creek Sanitary Sewer CEP25-0028, as shown on **Exhibit C**, attached hereto and incorporated herein by reference (the “**Required Facilities**”); and

WHEREAS, City, District, Developer, HRID and Hunter Developer desire to enter this Agreement to increase the capacity of improvements in anticipation of future development in

the area; and

WHEREAS, City, District, Developer, HRID and Hunter Developer desire to set forth, in writing, their understandings and agreement regarding the design, construction and installation of the Required Facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein City, District, Developer, HRID and Hunter Developer do hereby AGREE as follows:

1. Term

This Agreement becomes effective upon the Effective Date and shall remain in effect until the Required Facilities are completed, have been accepted by the City, and the City, District and HRID have paid for their respective portions of the Total Costs (as defined below) for the Required Facilities in accordance with the terms hereof, unless earlier terminated in a writing that is signed by the City, District, Developer, HRID and Hunter Developer.

2. Scope of Work

District shall design, install, and construct the Required Facilities.

3. City, District, Developer, HRID and Hunter Developer Rights and Responsibilities

- A. The amount of the City and HRID participation in the cost of the Required Facilities shall be limited to its Project Allocation (as defined below) of the Total Cost. “**Total Cost**” shall be the sum of the Soft Costs and the Hard Costs. “**Soft Costs**” shall mean the actual design, engineering and staking, construction management, inspection, material testing, and legal costs. “**Hard Costs**” shall mean the construction, materials, labor, bonds, bidding, contracting, insurance costs and all related fees and expenses for the Required Facilities. Total Cost will be allocated between the City, HRID and the District on a segment-by-segment basis as shown on **Exhibit D** (“**Project Allocation**”).
- B. The Parties agree that the construction contracts for the Required Facilities shall be let by the District as owner in accordance with the District’s competitive bidding rules. Prior to starting work under a construction contract for the Required Facilities, Developer shall coordinate or cause the District engineer to coordinate a pre-construction meeting with the City, the general contractor, and the engineer of record, as well as all inspections and testing, as contemplated by the development contract for Public Improvements attached hereto as **Exhibit E**.
- C. The City shall be responsible for City’s Project Allocation Share of the Total Cost based on the pro rata share for the applicable segment set forth in **Exhibit D** (“**City Project Allocation Share**”) based on the recommended bid for the Required Facilities. Prior to award of the construction contract, the City shall take all actions to cause the City Council to allocate the funds required for the City Project Allocation Share, as set forth in Section F, below, and place such funds in an escrow account (“**City Escrow**”).

Account”), which funds shall be subject to the Escrow & Pay Agent Agreement attached hereto as **Exhibit G**, which provides for periodic withdrawal requests (“**Withdrawal Request(s)**”) from the District as required to pay costs related to the construction of the Required Facilities (the “**Escrow Agreement**”).

- D. HRID shall be responsible for HRID’s Project Allocation Share of the Total Cost based on the pro rata share for the applicable segment set forth in **Exhibit D** (“**HRID Project Allocation Share**”) based on the recommended bid for the Required Facilities. HRID and HRID Developer shall enter into a cost sharing agreement with the District and Developer to account for the HRID Project Allocation Share (“**CRID/HRID Agreement**”).
- E. The Developer shall be responsible for the Developer’s Project Allocation Share of the Total Cost based on the pro rata share for the applicable segment set forth in **Exhibit D** (“**Developer Project Allocation Share**”), based on the recommended bid for the Required Facilities. Developer shall also be responsible for accounting for the HRID Project Allocation Share through the CRID/HRID Agreement.
- F. The City shall deposit into the City Escrow Account an initial amount equal to fifty percent (50%) of the City Project Allocation Share within thirty (30) days after the Effective Date of this Agreement (the “**Initial City Funding**”). The remaining fifty percent (50%) of the City Project Allocation Share shall be deposited into the City Escrow Account within sixty (60) days after the closing of the City’s next issuance of capital improvement bonds, which is anticipated to occur in October 2026 (the “**City Bond Funding**”). The City currently anticipates funding such remaining balance through the issuance of such bonds; however, the City’s obligation to fund its City Project Allocation Share under this Agreement shall not be contingent upon the City Bond Funding or the availability of bond proceeds. The District shall make requests for disbursements from the City Escrow Account on a quarterly basis in advance of the projected City Project Allocation Share for the subsequent quarter. The District shall provide the City Director of Development Services (the “**City Designee**”) written notice of its intent to draw from the Escrow Account, along with an accounting of receipts and payments to date, and a calculation of how each Party’s Allocation Share for such quarter has been calculated, at least thirty (30) calendar days prior to the start of each calendar quarter for the estimated amounts due for the City Project Allocation Share for the progress of the construction of the Required Facilities in such upcoming quarter. No earlier than fifteen (15) days after providing such notice to the City Designee, the District shall deliver to the Escrow Agent a Withdrawal Request and Certificate for the Escrow Agreement that complies with the requirements of the Escrow Agreement in order to draw cash from the Escrow Account. By way of example, for a quarter beginning on July 1 and ending on September 30, the District shall make a request for disbursement on June 1, and the Withdrawal Request and Certificate shall be provided to the Escrow Agent on June 15 for disbursement by July 1. The first quarterly request for disbursement shall include the Total Costs incurred through the

Effective Date and the projection of Total Costs to be incurred from the Effective Date through the end of the first full calendar quarter following the Effective Date. Within seven days of the funding of the City Escrow Account pursuant to the Initial City Funding, above, the District shall deliver to the Escrow Agent a Withdrawal Request and Certificate for the Escrow Agreement that complies with the requirements of the Escrow Agreement in order to release the first quarterly request for disbursement. If at any time the balance of the City Escrow Account is projected to be insufficient to pay the City Project Allocation Share of the Total Costs for the upcoming quarter based on the construction schedule for the Required Facilities, the District shall notify the City Designee in writing, and the City shall deposit additional funds into the City Escrow Account sufficient to cover the City Project Allocation Share for such upcoming quarter within thirty (30) days after receipt of such notice. In the event the City does not complete the City Bond Funding, or if bond proceeds are insufficient for any reason, the City shall nevertheless deposit into the City Escrow Account the remaining balance of the City Project Allocation Share within thirty (30) days after written notice from the District that such funds are required. In no event shall the City delay funding its City Project Allocation Share beyond December 31, 2026, regardless of whether such bonds have been issued.

- G. The District shall provide or cause the District engineer to provide the City Designee and the HRID district engineer copies of invoices and pay applications under the applicable construction contract for the Required Facilities promptly upon receipt and the City Designee and the HRID district engineer shall have fifteen (15) calendar days from the date of receipt to object to the invoices or pay applications. If the City Designee or the HRID district engineer fails to object within the fifteen (15) calendar day timeframe, the pay application will be deemed approved by the City Designee or the HRID district engineer, as applicable. If the City or HRID has an objection, the District and Developer shall reasonably attempt to satisfy the concerns set forth in the objection and provide written notice to the City or HRID explaining the resolution(s) for satisfying such concerns, but the final decision regarding approval of invoices and pay applications shall remain with the District.
- H. Within thirty (30) calendar days after completion and final acceptance of the Required Facilities in accordance with Section 4.05 of the Operating Agreement, the District shall cause its engineer and bookkeeper to prepare a final report confirming the total, actual costs of the Required Facilities (the “**Required Facilities Final Accounting**”), which accounting shall include the cost of such report. The Required Facilities Final Accounting shall state: (A) the costs actually paid by each Party for the Required Facilities, (B) the costs that should have been incurred by each Party based on its respective pro rata share for each segment set forth on **Exhibit D**, and (C) the amount of any underpayment or overpayment made by the Parties, taking into account clauses (A) and (B) above. The Required Facilities Final Accounting shall be provided to the Parties within ninety (90) calendar days after completion and final acceptance of the Required Facilities. Within

thirty (30) calendar days of the date the Required Facilities Final Accounting is received by the Parties, the Party that underpaid shall pay the other Party the amount of the underpayment.

- I. All change orders under a construction contract for the Required Facilities are subject to approval by the District, the Developer, the HRID district engineer and the City Designee and shall reflect modifications to the contract on a segment-by-segment basis. Each of the HRID district engineer and the City Designee shall have fourteen (14) calendar days from the date of receipt to review and provide written objections to a change order. If the HRID district engineer or City Designee fails to object within the fourteen (14) calendar day timeframe, the change order will be deemed approved by each Party. The District shall consider all reasonable objections to change orders but the final decision regarding approval of a change order remains with the District. To the extent a change order alters the Total Cost or the Project Allocations, the Parties agree that each party's Project Allocation share shall be revised accordingly, **Exhibit D** shall be updated, and this Agreement is automatically amended to reflect the agreed to change order amounts and the City shall deposit the additional City Project Allocation Share into the City Escrow Account.
- J. The construction contracts for the Required Facilities shall include performance, payment, and maintenance bonds, in the form attached hereto as **Exhibit F**, which shall be in compliance with Chapter 2253 of the Texas Government Code and in the total amount of the construction contract to ensure completion of the Required Facilities. District shall cause the contractors for the Required Facilities to provide a two (2)-year maintenance bond in favor of the City. City shall cause the contractor or its surety to repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and final acceptance of each phase of the Required Facilities by the City.
- K. This Agreement is subject to and governed by the Denton Development Code and any other applicable ordinances of the City of Denton, Texas including Ordinance MPC19-0001b, as each has been or may be amended from time to time.
- L. Developer shall make good faith efforts to obtain all necessary permits, licenses, and easements to construct and install the Required Facilities, and the costs for acquisition of all necessary permits and licenses-are subject to the Project Allocation. The Parties agree and acknowledge that the City has provided or will provide all property rights on City property required for the construction of the Required Facilities. The easements, deeds, and plats therefor obtained by the Developer in connection with the construction and installation of the Required Facilities shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. If Developer is unable to acquire needed easements, the City agrees to consider securing the required easements with the full powers provided to it, including, if necessary, condemnation, in the method outlined and pursuant to the Operating Agreement Section 4.07. Developer shall

provide the City with any reasonably requested documentation of efforts to obtain such easements, including evidence of negotiations and reasonable offers made to the affected property owners. Any easements for the Required Facilities obtained by the Developer shall be assigned to the City, if not taken in the City's name, prior to acceptance of the Required Facilities, and 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 indemnify the City against any adverse claim made against such title, other than the Permitted Exceptions.

- M. Minor amendments to this Agreement, as determined by the City Manager, may be authorized by the City Manager without the necessity of a vote of City Council.
- N. Unless the delay is caused by the act or omission of the City, the City shall not be liable for any additional cost because of delays in beginning, continuing, or completing construction of the Required Facilities.
- O. To confirm the actual cost of the Required Facilities, City and HRID shall have the right upon at least one week's notice and at a reasonable time during regular business hours to inspect any and all records of the District, its agents, employees, contractors, or subcontractors, and shall have the right to require the Developer to submit any necessary information, documents, invoices, receipts, or other records to verify the actual cost of the Required Facilities. If the actual costs are lower than those noted on Exhibit D, each Party's share of the Total Cost shall be reduced pro rata based on each Party's allocation as set forth on Exhibit D.
- P. **THE DEVELOPER SHALL INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DAMAGES, LOSS, OR LIABILITY OF ANY KIND WHATSOEVER (INCLUDING DEATH), BY REASON OF INJURY TO PROPERTY OR PERSON OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR WRONGDOING OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT; AND THE DEVELOPER SHALL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, THE DEVELOPER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL NOT INCLUDE ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES OF ANY KIND WHATSOEVER THAT ARE CAUSED BY THE CITY'S SOLE NEGLIGENCE. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED**

COMPARATIVELY IN ACCORDANCE WITH EACH PARTIES FAULT/NEGLIGENCE. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND DEVELOPER BASED UPON THE COMPARATIVE FAULT OF EACH.

Q. Prior to the final payment to a contractor for any portion of the Required Facilities:

- i. The Required Facilities must be (i) completed by the District; (ii) reviewed and inspected by the City; and (iii) approved and accepted by the City. During the work on the Required Facilities, the City and HRID have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress; and
- ii. At the time of substantial completion of the Required Facilities, Developer shall or shall cause the District engineer to provide record drawings to the City and HRID, notify the City and the HRID engineer of substantial completion, and request a final walkthrough of the work. The City Public Works Inspector shall schedule a final walkthrough within ten (10) calendar days of notification of substantial completion and receipt of record drawings. The City shall then promptly conduct a final walkthrough of the Required Facilities and provide punch list of items to be remedied by the contractor, and the District shall cause the contractor to correct any deficiencies noted by the City in its punch list to the City's satisfaction prior to final acceptance. The City shall schedule any necessary re-inspections within ten (10) calendar days of notice that the punch list items have been completed.

4. Legal Construction

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

5. Counterparts

This Agreement may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

6. Assignment

The District, HRID, Developer and Hunter Developer shall not sell, assign, or transfer its obligations or its interest or rights in the Agreement, or any claim or cause of action related thereto in whole or in part, without providing written notice of such assignment to the City. Notwithstanding the other terms of this Agreement, Developer and Hunter Developer may assign their obligations under this Agreement to a related entity or to a special district without prior consent of any of the Parties. As an express condition of consent to any assignment, District shall remain liable for completion of the Required Facilities in the event of default by the successor contractor or assignee.

7. Venue

Any and all suits for any breach of this Agreement, or any other suit pertaining to or arising out of this Agreement, shall be brought in a court of competent jurisdiction in Denton County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8. Entire Agreement

This instrument embodies the entire agreement of the Parties hereto and there are no promises, terms, conditions, or obligations other than those contained or incorporated herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the Parties hereto with respect to the subject matter of this Agreement.

9. Miscellaneous

- A. Pursuant to Section 2270.002, Texas Government Code, the Developer and Hunter Developer each 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 the Agreement. As used in the immediately preceding sentence, “boycott Israel” shall have the meaning given such term in Section 2270.001, Texas Government Code.
- B. The Developer and Hunter Developer each 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, Texas Government Code, as a company known to have contracts with or 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, Texas Government Code.
- C. By signing and entering into this Agreement, Developer and Hunter Developer each verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the

meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

- D. By signing and entering into the Agreement, Developer and Hunter Developer each verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.
- E. The Parties agree that this Agreement is an agreement for good and services to the City pursuant to Texas Local Government Code 271.151.

10. Certification of Execution

The person or persons signing and executing this Agreement on behalf of Developer, or representing themselves as signing and executing this Agreement on behalf of Developer, do hereby warrant and certify that he, she or they have been duly authorized by Developer to execute this Agreement on behalf of Developer and to validly and legally bind Developer to all terms, performances and provisions herein set forth. The person or persons signing and executing this Agreement on behalf of District, or representing themselves as signing and executing this Agreement on behalf of District, do hereby warrant and certify that he, she or they have been duly authorized by the District to execute this Agreement on behalf of District and to validly and legally bind District to all terms, performances and provisions herein set forth.

The person or persons signing and executing this Agreement on behalf of Hunter Developer, or representing themselves as signing and executing this Agreement on behalf of Hunter Developer, do hereby warrant and certify that he, she or they have been duly authorized by Hunter Developer to execute this Agreement on behalf of Hunter Developer and to validly and legally bind Hunter Developer to all terms, performances and provisions herein set forth. The person or persons signing and executing this Agreement on behalf of HRID, or representing themselves as signing and executing this Agreement on behalf of HRID, do hereby warrant and certify that he, she or they have been duly authorized by HRID to execute this

Agreement on behalf of HRID and to validly and legally bind HRID to all terms, performances and provisions herein set forth.

11. Notices.

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

- To District: Cole Ranch Improvement District No. 1 of Denton County, Texas
Attn: President, Board of Directors
c/o Allen Boone Humphries Robinson LLP
4514 Cole Ave, Suite 1450
Dallas, Texas 75205
Email: srobinson@abhr.com
- To Developer: Cole Ranch Development LP
Attn: Ms. Elizabeth York, Sr. Vice President and General Counsel
5005 Riverway, Suite 500
Houston, Texas 77056
E-mail: elizabeth@johnsondev.com
- To HIRD: Hunter Ranch Improvement District No. 1 of Denton County, Texas
Attn: President, Board of Directors
c/o Allen Boone Humphries Robinson LLP
4514 Cole Ave, Suite 1450
Dallas, Texas 75205
Email: sbapat@abhr.com
- To Hunter Developer: Attn: Mr. Andrew Pieper
HR 3200, LP
3000 Turtle Creek Blvd.
Dallas, Texas 75219
Email: Andrew.pieper@hillwood.com
- with a copy to: Attn: Michele Ringnald
HR 3200, LP
3000 Turtle Creek Blvd.
Dallas, Texas 75219
Email: michele.ringnald@hillwood.com
- To City: City of Denton
Attn: City Manager
215 E. McKinney St.
Denton, Texas 76201
Email: cmo@cityofdenton.com

[Signature pages follow]

EXECUTED by the undersigned duly authorized officials and officers of the City and the Developer, on this the _____ day of _____, 2026.

CITY OF DENTON
A Texas Municipal Corporation

By: _____
CASSEY OGDEN, INTERIM CITY
MANAGER

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

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

Chake Rowlett

Signature

Director

Title

Development Services

Department

Date Signed: 4/27/26

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: *Scott Bray* _____
Scott Bray
Deputy City Attorney

DEVELOPER:

COLE RANCH DEVELOPMENT LP

A Texas limited partnership

By: Johnson Cole GP LLC,
A Texas limited liability company
Its general partner

By:  _____

Name: Thomas Tucker

Title: Vice President

DISTRICT:

Cole Ranch Improvement District No. 1 of Denton County, Texas

By: [Signature]
President, Board of Directors



ATTEST:

By: [Signature]
Secretary, Board of Directors

EXECUTED on this the 20th day of January, 2026, but to be effective as of April 21, 2026.

COLE RANCH IMPROVEMENT DISTRICT
NO. 1 OF DENTON COUNTY, TEXAS

By: [Signature]
President, Board of Directors

ATTEST:

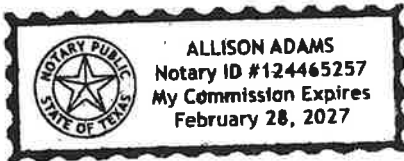
By: [Signature]
Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me the undersigned notary public appeared Byron Campbell and Mark Harbo
President and Secretary of Cole Ranch Improvement District No. 1 of Denton County, Texas, a
political subdivision of the State of Texas, on behalf of said political subdivision on the 20th day
of January, 2026.

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

(SEAL)



HUNTER DEVELOPER:

HR 3200, LP,
a Texas limited partnership

By: HR 3200 GP, LP,
a Texas limited partnership,
its general partner

By: BOH Investments, GP, LLC,
a Delaware limited liability company,
its general partner

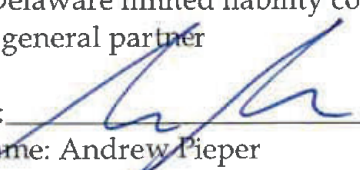
By: 
Name: Andrew Pieper
Title: Vice President

Exhibit A-1

Property Description – the District

EXHIBIT A - METES AND BOUNDS DESCRIPTION OF DISTRICT AREA

EXHIBIT "A"

PROPERTY DESCRIPTION

TRACT 1 (North Tract):

SITUATED in Denton County, Texas in the J. W. Kjellberg Survey, Abstract No. 1610, the James McDonald Survey, Abstract No. 873, the I.W. Byerly Survey, Abstract No. 1458, the J. Dalton Survey, Abstract No. 353, the J. A. Burn Survey, Abstract No. 132, the T. & P. R. R., Abstract No. 1292, the A. C. Madden Survey, Abstract No. 851, the I. N. Hembree Survey, Abstract No. 594, the J. Bacon Survey, Abstract No. 1540, the Wm. Neill Survey, Abstract No. 970, the B. B. B. & C.R.R. Co. Survey, Abstract No. 176, the T. E. Carruth Survey, Abstract 1707, being a Survey of part of the 562.8 acre "First tract", a Survey of the 798.2 acre "Second Tract", a Survey of part of the 640 acre "Third Tract" described in a deed from T. E. Carruth, et al to M. T. Cole, dated December 22, 1931, recorded in Volume 238, Page 410, a Survey of part of the 415 acre tract described in a deed from Rudy Copeland and wife, Mary A. Copeland to M. T. Cole, dated September 26, 1933, recorded in Volume 243, Page 572, both deeds of the Denton County Deed Records, being described by metes and bounds as follows:

BEGINNING at an 1/2-inch iron pin found at the Northwest corner of said 798.2 acre tract in the center of Tom Cole Road (East-West asphalt road) and C. Wolfe Road (rock road) from the South;

THENCE South 88 degrees 55 minutes 44 seconds East, generally with the center of said Tom Cole Road, 4685.36 feet to an "x" cut in a concrete bridge;

THENCE North 89 degrees 43 minutes 13 seconds East, generally with the center of said Tom Cole Road, 2521.29 feet to a 3/4-inch iron pin set in place of a nail found at the Northeast corner of said 798.2 acre tract;

THENCE South 00 degrees 23 minutes 40 seconds West, with the East line of said 798.2 acre tract and generally near an old fence, 1865.00 feet to an 1/2-inch iron pin set by a corner post at the East-Southeast corner of said 798.2 acre tract; same being in the North line of said 640 acre tract;

THENCE South 88 degrees 52 minutes 00 seconds East, with the North line of said 640 acre tract and generally near an old fence, 1616.90 feet to an 1/2-inch iron pin set near a corner post at the Northwest corner of the 24.73 acre "Tract One" recorded in Volume 871, Page 137;

THENCE South 01 degree 07 minutes 58 seconds West, with the West line of said 24.73 acre tract and generally near a fence, 950.05 feet to an 1/2-inch iron pin found at the West-Southwest corner of said 24.73 acre tract;

THENCE South 88 degrees 58 minutes 35 seconds East, with a South line of said 24.73 acre tract, 144.97 feet to an 1/2-inch iron pin found at an inside corner of said 24.73 acre tract;

THENCE South 01 degree 05 minutes 17 seconds West, with a West line of said 24.73 acre tract and with the West line of the 13.89 acre "Tract Two" in said Volume 871, Page 137, 699.86 feet to an 1/2-inch iron pin found at the Southwest corner of said 13.89 acre tract; same being the Northwest corner of the 31.107 acre tract recorded in Clerk's File No. 94-71013;

THENCE South 09 degrees 20 minutes 01 second West, with the West line of said 31.107 acre tract, 1010.79 feet to an 1/2-inch iron pin found at the Southwest corner of said 31.107 acre tract;

THENCE South 88 degrees 53 minutes 58 seconds East, with the South line of said 31.107 acre tract, 1499.78 feet to an 1/2-inch iron pin found at the Southeast corner of said 31.107 acre tract;

THENCE North 07 degrees 10 minutes 06 seconds West, with the East line of said 31.107 acre tract, 1009.80 feet to an 1/2-inch iron pin found at the Northeast corner of said 31.107 acre tract; same being the Southeast corner of said 13.89 acre tract;

THENCE North 01 degree 06 minutes 57 seconds East, with the East line of said 13.89 acre tract and an East line of said 24.73 acre tract 699.98 feet to an 1/2-inch iron pin found at an inside corner of said 24.73 acre tract;

THENCE South 88 degrees 52 minutes 57 seconds East, with a South line of said 24.73 acre tract, 144.76 feet to an 1/2-inch iron pin found at the East-Southeast corner of said 24.73 acre tract;

THENCE North 01 degree 04 minutes 51 seconds East, with the East line of said 24.73 acre tract, 629.19 feet to an 1/2-inch iron pin found at the Northeast corner of said 24.73 acre tract;

THENCE North 89 degrees 25 minutes 26 seconds East, with the South line of the Southeast Airport Addition recorded in Volume G, Page 295 of the Denton County Plat Records, 1534.00 feet to an 1/2-inch iron pin found at the Southeast corner of said Airport Addition, in the center of Westcourt Road (North-South asphalt road);

THENCE South 00 degrees 38 minutes 25 seconds West, with an East line of said 415 acre tract and generally with the center of said Westcourt Road, 1150.78 feet to a 5/8-inch iron pin found at an inside corner of said 415 acre tract;

THENCE North 89 degrees 48 minutes 14 seconds East, generally along Spring Side Road, 870.00 feet to an 1/2-inch iron pin found at the Northwest corner of the 10 acre tract recorded in Volume 971, Page 251;

THENCE southerly along the East side of Underwood Road (North-South asphalt road) as follows:

South 00 degrees 11 minutes 34 seconds East, 646.53 feet to a 5-inch pipe corner post;

South 00 degrees 48 minutes 00 seconds East, generally near a fence for part of the way, 645.16 feet to a 5-inch pipe corner post;

South 00 degrees 41 minutes 32 seconds East, 547.42 feet to a 5/8-inch iron pin found at the North-Northwest corner of the 76.768 acre tract recorded in Volume 1166, Page 235;

South 00 degrees 00 minutes 11 seconds West, with a West line of said 76.768 acre tract and generally near a wood fence for part of the way, 344.00 feet to an 1/2-inch iron pin set at an inside corner of said 76.768 acre tract;

THENCE South 89 degrees 58 minutes 11 seconds West, with a North line of said 76.768 acre tract and crossing said Underwood Road, 125.00 feet to an 1/2-inch iron pin set at the West-Northwest corner of said 76.768 acre tract;

THENCE South 00 degrees 15 minutes 42 seconds East, with the West line of said 76.768 acre tract and on the West side of said Underwood Road, passing the Southwest corner of said 76.768 acre tract and continuing in all, 1561.35 feet to an 1/2-inch iron pin found near said Underwood Road; same being the North-Northwest corner of the 96.85 acre tract recorded in Clerk's File No. 98-117450;

THENCE South 01 degree 54 minutes 54 seconds West, with a West line of said 96.85 acre tract and generally with said Underwood Road, 1205.51 feet to an one inch iron pin found at the an inside corner of said 96.85 acre tract; same being the Southeast corner of said 415 acre tract; same being where said road turns West;

THENCE North 89 degrees 27 minutes 33 seconds West, with the South line of said 415 acre tract and generally with the center of said Underwood Road, 1362.76 feet to an 1/2-inch iron pin set at the East-Southeast corner of the 18.726 acre "Tract II" recorded in Volume 489, Page 551 of the right-of-way of Farm Road No. 2449;

THENCE North 00 degrees 28 minutes 37 seconds East, with the East line of said 18.726 acre tract and the right-of-way line of said Farm Road No. 2449, 45.00 feet to an 1/2-inch iron pin set at the Northeast corner of said 18.726 acre tract;

THENCE with the North line of said 18.726 acre tract, the North right-of-way line of said Farm Road No. 2449 and generally near a fence as follows:

North 89 degrees 31 minutes 23 seconds West, 2944.75 feet to an 1/2-inch iron pin set;

South 89 degrees 46 minutes 37 seconds West, 7200.01 feet to an 1/2-inch iron pin set;

North 84 degrees 30 minutes 45 seconds West, 100.50 feet to an 1/2-inch iron pin set;

South 89 degrees 46 minutes 37 seconds West, 200.00 feet to an 1/2-inch iron pin set;

South 84 degrees 03 minutes 59 seconds West, 100.50 feet to an 1/2-inch iron pin set;

South 89 degrees 46 minutes 37 seconds West, 678.22 feet to an 1/2-inch iron pin set;

North 44 degrees 49 minutes 38 seconds West, 39.98 feet to an 1/2-inch iron pin set at the Northwest corner of said 18.726 acre tract; same being in the East line of said C. Wolfe Road;

THENCE North 00 degrees 30 minutes 56 seconds East, with the East line of said C. Wolfe Road and generally near a fence, 1353.53 feet to an 1/2-inch iron pin set;

THENCE North 89 degrees 32 minutes 13 seconds West, 17.14 feet to an 1/2-inch iron pin set in the center of said C. Wolfe Road, in the West line of said 798.2 acre tract;

THENCE North 00 degrees 32 minutes 15 seconds East, with the West line of said 798.2 acre tract and generally with the center of said C. Wolfe Road, 6972.35 feet to the PLACE OF BEGINNING and containing 2049.00 acres.

TRACT 2 (South Tract):

SITUATED in Denton County, Texas in the S. Paine Survey, Abstract No. 1035, the M. Paine Survey, Abstract No. 1036, the George West Survey, Abstract No. 1393, the B. B. B. & C.R.R. Co. Survey, Abstract No. 176, the E.N. Oliver Survey, Abstract No. 989, the J. T. Evans Survey, Abstract No. 411, the C. Manchaca Survey, Abstract No. 789, the G. W. Pettingale Survey, Abstract No. 1041, the J. W. Kjellberg Survey, Abstract No. 1610, being a Survey of part of 1.086 acre tract described in a deed from Maurine P. Myers, et al to M. T. Cole Trust NO. 1, recorded in Volume 1018, Page 453, being a Survey of part of the 562.8 acre "First tract" described in a deed from T. E. Carruth, et al to M. T. Cole, dated December 22, 1931, recorded in Volume 238, Page 410, a Survey of the 640 acre tract described in a Deed from T. E. Carruth, et al to M. T. Cole, dated January 4, 1935, recorded in Volume 250, Page 121, a Survey of the 429-3/4 acre tract described in a deed from T. E. Carruth, et al to M. T. Cole, dated March 28, 1936, recorded in Volume 256, Page 285, all Deeds of the Denton County Deed Records, being described by metes and bounds as follows:

BEGINNING at an 1/2-inch iron pin set in a broke off Bois d'arc corner post at the Southwest corner of said 640 acre tract; same being in the East line of the 320.350 acre tract recorded in Clerk's File No. 99-67258;

THENCE North 00 degrees 35 minutes 15 seconds East, with the East line of said 320.350 acre tract and generally near a fence, 3057.12 feet to a 5/8-inch iron pin found at the Northeast corner of said 320.350 acre tract;

THENCE North 89 degrees 23 minutes 04 seconds West, with the North line of said 320.350 acre tract, 153.52 feet to an 1/2-inch iron pin set in the West line of said 1.086 acre tract; same being on the East side of H. Lively Road (rock road);

THENCE northerly with the East side of said H. Lively Road, with the West line of said 1.086 acre tract and generally near a fence as follows:

North 49 degrees 11 minutes 19 seconds East, 31.80 feet to an 1/2-inch iron pin set;

North 06 degrees 29 minutes 42 seconds East, 103.71 feet to an 1/2-inch iron pin set;

North 07 degrees 48 minutes 12 seconds East, 90.24 feet to an 1/2-inch iron pin set;

North 19 degrees 36 minutes 29 seconds East, 83.19 feet to an 1/2-inch iron pin set;

North 17 degrees 17 minutes 59 seconds East, 221.61 feet to an 1/2-inch iron pin set at the Northwest corner of said 1.086 acre tract;

THENCE South 89 degrees 52 minutes 01 second East, with the North line of said 1.086 acre tract, 17.07 feet to an 1/2-inch iron pin found at the Northeast corner of said 1.086 acre tract; same being in the East line of the 160.939 acre tract recorded in Volume 1300, Page 933;

THENCE northerly with the East line of said 160.939 acre tract, the East side of said H. Lively Road and generally near a fence as follows:

North 00 degrees 48 minutes 45 seconds East, 72.34 feet to an 1/2-inch iron pin found;

North 00 degrees 23 minutes 31 seconds East, 2695.55 feet to an 1/2-inch iron pin set in the South right-of-way line of Farm Road No. 2449;

THENCE easterly with the South right-of-way line of said Farm Road No. 2449 and generally near a fence as follows:

North 45 degrees 10 minutes 52 seconds East, 41.58 feet to an 1/2-inch iron pin set;

North 89 degrees 46 minutes 37 seconds East, 679.48 feet to an 1/2-inch iron pin set;

South 84 degrees 30 minutes 45 seconds East, 100.50 feet to an 1/2-inch iron pin set;

North 89 degrees 46 minutes 37 seconds East, 200.00 feet to an 60d nail set in top of a wood right-of-way marker;

North 84 degrees 03 minutes 59 seconds East, 100.50 feet to an 1/2-inch iron pin set;

North 89 degrees 46 minutes 37 seconds East, 1462.48 feet to an 1/2-inch iron pin found at the Northwest corner of the 18.28 acre tract recorded in Volume 5, Page 709 of the Lis Pendens records of Denton County, Texas

THENCE South 00 degrees 16 minutes 13 seconds East, with an West line of said 18.28 acre tract and generally near a fence 711.07 feet to an 1/2-inch iron pin found by a corner post at the Southwest corner of said 18.28 acre tract;

THENCE North 89 degrees 45 minutes 23 seconds East, with the South line of said 18.28 acre tract and generally near a fence, 1119.68 feet to an 1/2-inch iron pin found by a corner post at the Southeast corner of said 18.28 acre tract;

THENCE North 00 degrees 12 minutes 56 seconds West, with the East line of said 18.28 acre tract and generally near a fence, 710.67 feet to an 1/2-inch iron pin set at the Northeast corner of said 18.28 acre tract, in the South right-of-way line of said Farm Road No. 2449;

THENCE North 89 degrees 46 minutes 37 seconds East, with the North right-of-way line of said Farm Road No. 2449 and generally near a fence, 4616.62 feet to an 1/2-inch iron pin set in an East line of said 562.8 acre tract;

THENCE South 00 degrees 09 minutes 33 seconds West, with an East line of said 562.8 acre tract and generally with the center of a rock road 1652.60 feet to an 1/2-inch iron pin set at the South-Southeast corner of said 562.8 acre tract, where said road turns to the West;

THENCE North 89 degrees 28 minutes 35 seconds West, with the South line of said 562.8 acre tract and generally with the center of said rock road, 254.68 feet to an 1/2-inch iron pin set in place of a 60d nail found at the North-Northeast corner of said 429-3/4 acre tract;

THENCE South 00 degrees 24 minutes 30 seconds West, with an East line of said 429-3/4 acre tract and generally near an old fence, 2169.07 feet to a Bois d'arc corner post found at the inside corner of said 429-3/4 acre tract;

THENCE South 89 degrees 56 minutes 06 seconds East, with a North line of said 429-3/4 acre tract and generally near the evidence of an old fence, passing an 1/2-inch iron pin set by a corner post at 3125.59 feet and continuing in all, 3151.06 feet to a point on the West edge of John Paine Road (North-South rock road); same being in a West line of the 2329.49 acre tract recorded in Clerk's File No. 98-117450;

THENCE South 00 degrees 33 minutes 24 seconds West, with a West line of said 2329.49 acre tract and with the West edge of said John Paine Road, 2545.07 feet to an 1/2-inch iron pin found at the Southeast corner of said 429-3/4 acre tract and an inside corner of said 2329.49 acre tract;

THENCE North 89 degrees 47 minutes 59 seconds West, with the South line of said 429-3/4 acre tract, a North line of said 2329.49 acre tract and generally near an old fence, 5406.60 feet to a Bois d'arc corner post found at the Southwest corner of said 429-3/4 acre tract and a Northwest corner of said 2329.49 acre tract;

THENCE South 01 degree 59 minutes 48 seconds West, with a West line of said 2329.49 acre tract and generally near a fence, 92.25 feet to a Bois d'arc corner post found at an inside corner of

said 2329.49 acre tract and the Southeast corner of said 640 acre tract; an one inch iron pipe found bears South 87 degrees 45 minutes 56 seconds East, 3.46 feet;

THENCE North 89 degrees 30 minutes 24 seconds West, with the South line of said 640 acre tract, a North line of said 2329.49 acre tract and generally near an old fence for most of the way, 5806.65 feet to the PLACE OF BEGINNING and containing 1357.12 acres.

SAVE AND EXCEPT THE FOLLOWING TRACTS OF LAND:

Except Tract 1 (Episcopal Diocese Site):

22.18748 acres of land situated in Denton County, Texas, in the George West Survey, Abstract No. 1393 and the G.W. Pettingale Survey, Abstract No. 1041, being more particularly described in that certain Special Warranty Deed from SLF II Cole Property, L.P. to Corporation of the Episcopal Diocese of Dallas dated to be effective as of February 29, 2008 and recorded on March 4, 2008 as Instrument No. 2008-22241 in the Real Property Records of Denton County, Texas.

Except Tract 2 (Aldi Site):

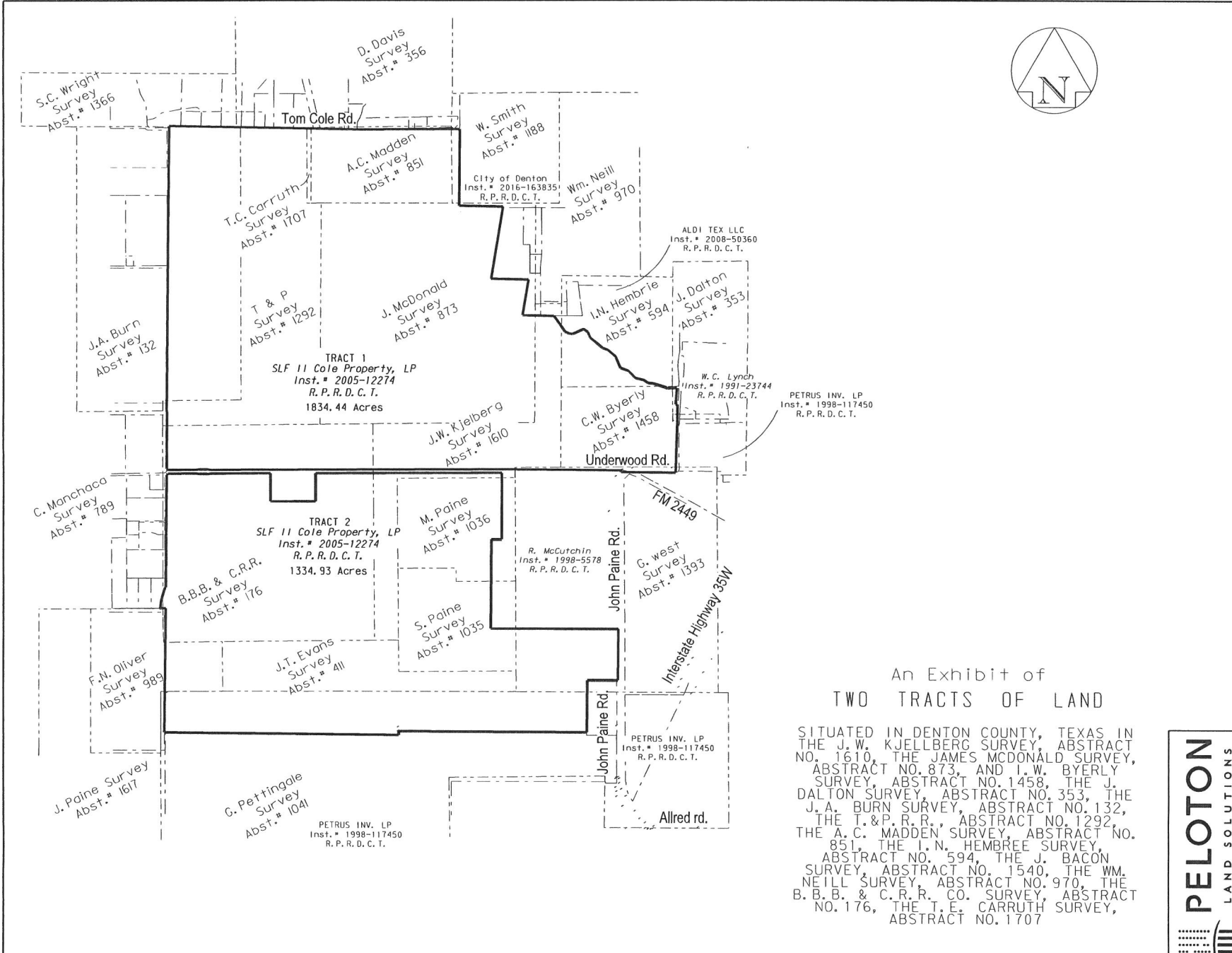
184.812 acres of land situated in Denton County, Texas, in the William Neill Survey, Abstract No. 970, the John Bacon Survey, Abstract No. 1540, the Isaac N. Hambree Survey, Abstract No. 594, the Jeremiah Dalton Survey, Abstract No. 353 and the J.W. Kjellberg Survey, Abstract No. 1610, being more particularly described in that certain Special Warranty Deed from SLF II Cole Property, L.P. to Aldi (Texas) L.L.C. dated to be effective as of May 8, 2008 and recorded on May 8, 2008 as Instrument No. 2008-50360 in the Real Property Records of Denton County, Texas.

Except Tract 3 (Denton County ROW Site):

0.247 acre of land situated in Denton County, Texas, in the Jeremiah Dalton Survey, Abstract No. 353, being more particularly described in that certain Donation Deed from SLF II Cole Property, L.P. to Denton County, Texas dated to be effective as of September 1, 2010 and recorded on October 26, 2010 as Instrument No. 2010-107113 in the Real Property Records of Denton County, Texas, and recorded again on July 25, 2011 as Instrument No. 2011-68617 in the Real Property Records of Denton County, Texas.

Except Tract 4 (City of Denton Airport Site):

29.444 acres of land, situated in the J. McDonald Survey, A-873, Denton County, Texas, and being more particularly described in that certain Special Warranty Deed from SLF II Cole Property, L.P. to the City of Denton, Texas dated to be effective as of December 27, 2016 and recorded on December 29, 2016 as Instrument No. 163835 in the Real Property Records of Denton County, Texas.



An Exhibit of
TWO TRACTS OF LAND

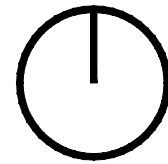
SITUATED IN DENTON COUNTY, TEXAS IN THE J. W. KJELLBERG SURVEY, ABSTRACT NO. 1610, THE JAMES MCDONALD SURVEY, ABSTRACT NO. 873, AND I. W. BYERLY SURVEY, ABSTRACT NO. 1458, THE J. DALTON SURVEY, ABSTRACT NO. 353, THE J. A. BURN SURVEY, ABSTRACT NO. 132, THE T. & P. R. R., ABSTRACT NO. 1292, THE A. C. MADDEN SURVEY, ABSTRACT NO. 851, THE I. N. HEMBREE SURVEY, ABSTRACT NO. 594, THE J. BACON SURVEY, ABSTRACT NO. 1540, THE WM. NEILL SURVEY, ABSTRACT NO. 970, THE B. B. B. & C. R. R. CO. SURVEY, ABSTRACT NO. 176, THE T. E. CARRUTH SURVEY, ABSTRACT NO. 1707



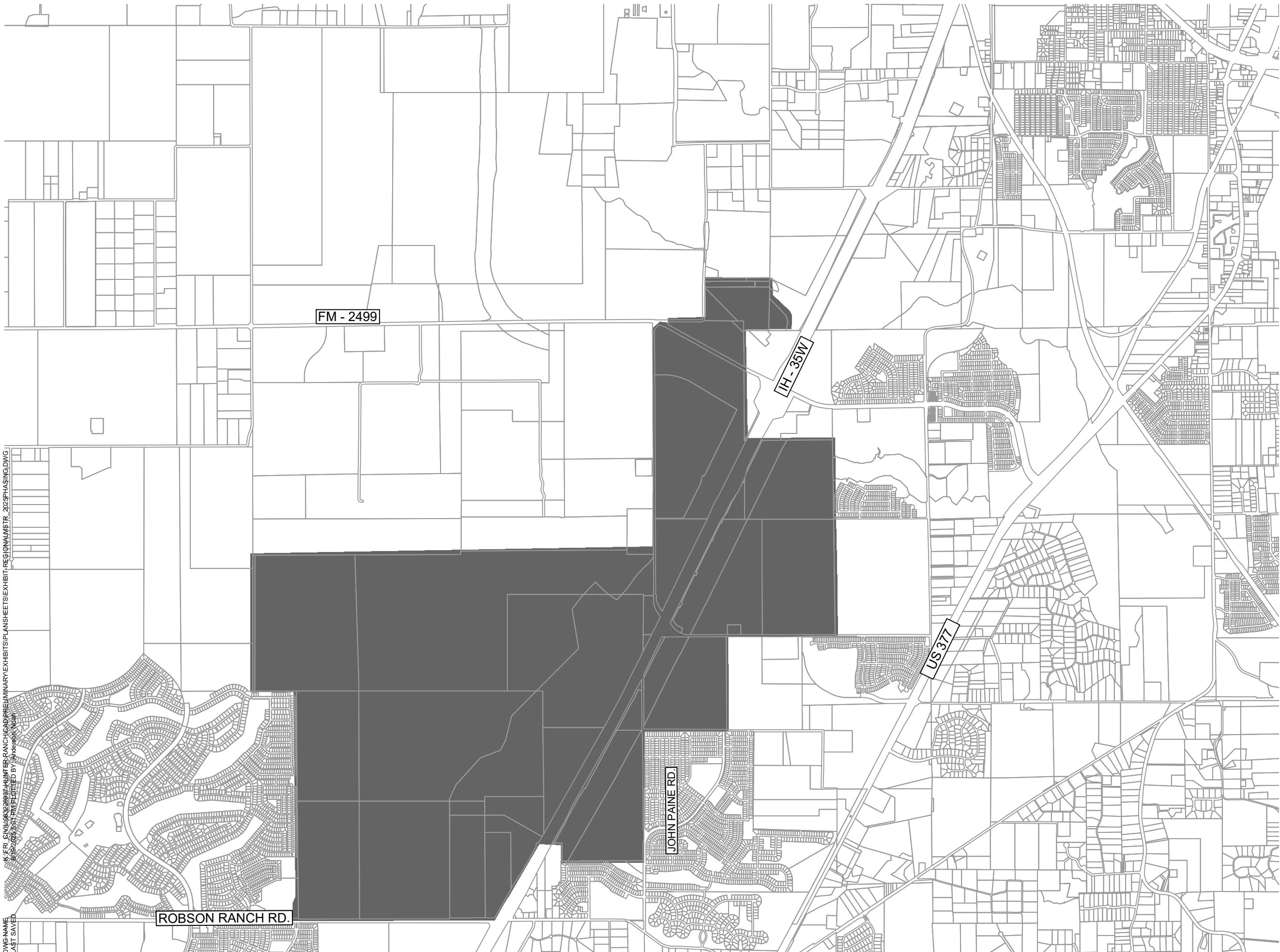
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76117 PH.# 817-562-3350

Exhibit A-2

Property Description – Hunter Property

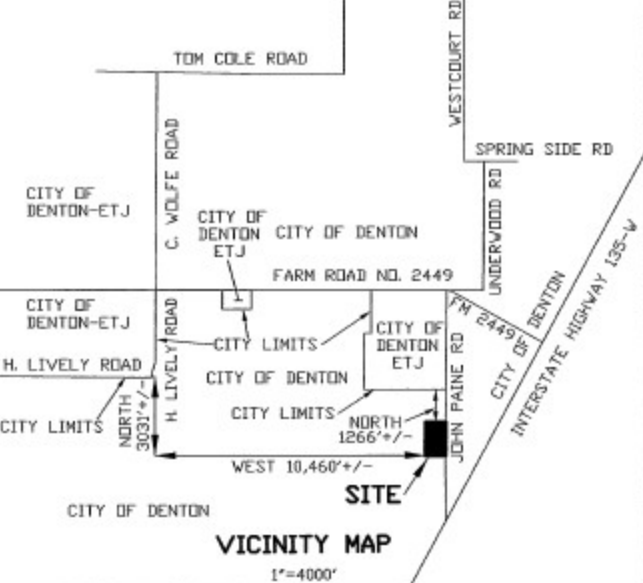


GRAPHIC SCALE IN FEET
 0 1300 2600
 1"=2600'



K:\ERI_CIVIL\06326993-HUNTER-RANCH\CAD\PRELIMINARY\EXHIBITS\PLANSHEETS\EXHIBIT-REGIONAL\MSTR_2025PHASING.DWG
 8/18/2025 10:41 AM PLOTTED BY Anderson, Noah
 DWG NAME
 LAST SAVED

CLERK'S FILE NO.
2005-12276, 2005-12277 & 2005-12278



GROSS AREA 22.1874 ACRES
FUTURE ROAD R.O.W. 2.5101 ACRE
NET AREA 19.6773 ACRES

LOT 1, BLOCK 1



OWNER: SLF II COLE PROPERTY, L.P.
5949 SHERRY LANE, SUITE 1750
DALLAS, TEXAS 75225
PHONE 214-369-9191
FAX 214-368-9192

SURVEYOR: BRUCE GEER, R.P.L.S. NO. 4117
1514 N. McDONALD ST. (ST. HWY. NO. 5)
MCKINNEY, TEXAS 75071
PHONE 972-562-3959
FAX 972-542-5751

Bruce Geer 5-15-2008



Scale 1" = 100'

NO IMMEDIATE DEVELOPMENT IS INTENDED

CONVEYANCE PLAT
OF
LOT 1, BLOCK 1
EPISCOPAL
ADDITION
CITY OF DENTON

BEING 22.1874 ACRES OF LAND LOCATED IN THE
G.W. PETTINGALE SURVEY, ABSTRACT NO. 1041 & THE
& THE GEO. WEST SURVEY, ABSTRACT NO. 1393
DENTON COUNTY, TEXAS

PREPARED ON FEBRUARY 2, 2008

Caby pg 570

PETRUS INVESTMENTS, L.P.
CLERK'S FILE NO.
98-117450

NAD 83
N 7,107,203.72
E 2,368,469.76

BEGINNING
EAST-SOUTHEAST CORNER
1357.12 ACRE TRACT
1/2-INCH IRON PIN FOUND

Filed for Record in
Denton County
On 11-2008 at 12:09PM
as a
Plat
Document Number: 88421
Amount 86.00
Receipt Number - 512061
By
Denton Registrar

CLERK'S FILE NO.
2005-12276, 2005-12277 & 2005-12278

LOT DIMENSION-1221.50'

N 00°33'27" E
1276.50'

***AERIAL POWER LINE
INSIDE BLANKET EASEMENT
TO DENTON COUNTY ELECTRIC COOPERATIVE, INC.
IN VOLUME 402, PAGE 309

LOT DIMENSION-701.63'

N 89°47'59" W
756.63'

S 00°33'24" W
1278.29'

FUTURE 110' ROAD R.O.W. 55'

S 00°33'24" W
1193.15'

GEORGE WEST SURVEY, ABST. NO. 1393
G.W. PETTINGALE SURVEY, ABST. NO. 1041

DELTA = 00°01'27"
CH = S 89°55'22" E
R = 1113.00'
L = 0.47'
CL = 0.47'

FUTURE 110' ROAD R.O.W.

S 89°56'06" E
671.16'

S 44°41'21" E
42.24'

S 89°56'06" E
756.63'

1/2-INCH IRON PIN SET

1/2-INCH IRON PIN SET
NAD 83
N 7,108,481.93
E 2,368,466.41

JOHN PAINE ROAD

ROCK ROAD

PETRUS INVESTMENTS, L.P.
CLERK'S FILE NO.
98-117450

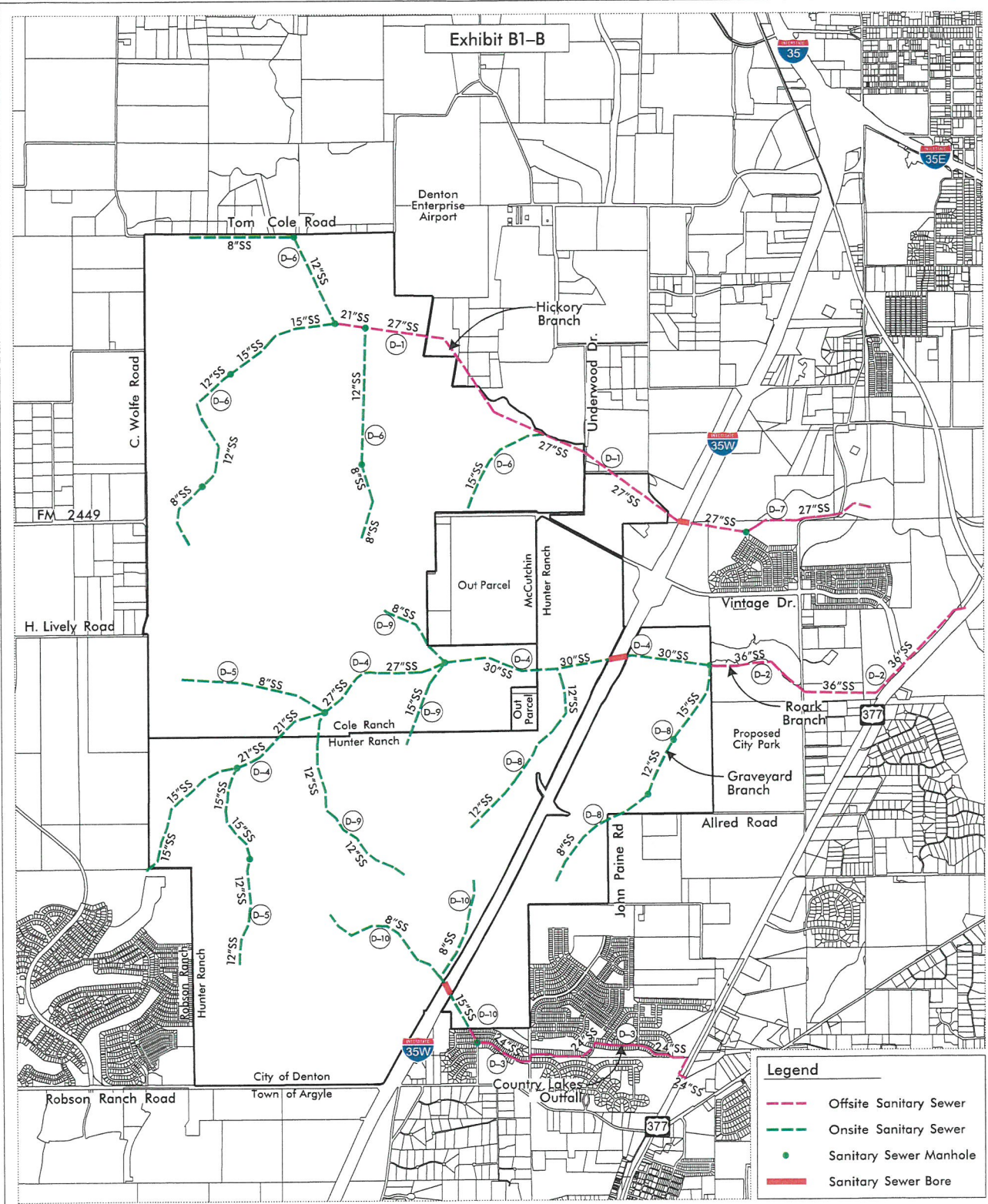
O DENOTES AN 1/2-INCH IRON PIN SET
UNLESS OTHERWISE NOTED

BEARING BASIS: GEODETIC NORTH BY GPS
CONTROLLING MONUMENTS: 1/2-INCH IRON PIN SET
AT SOUTHWEST CORNER AND 1/2-INCH IRON PIN FOUND
AT SOUTHEAST CORNER OF 1357.12 ACRE TRACT
RECORDED IN CLERK'S FILE NO. 2005-12276

APPROX. LOCATION
SURVEY LINE

Exhibit B
District Facilities

Exhibit B1-B



Legend	
---	Offsite Sanitary Sewer
---	Onsite Sanitary Sewer
●	Sanitary Sewer Manhole
—	Sanitary Sewer Bore



Hunter Ranch – Cole Ranch

Sanitary Sewer Service Area

January 17, 2020

Exhibit C
Required Facilities

CEP25-0028 is on file at Development Services and available upon request

Exhibit D

Estimated Total Costs of Required Facilities and Project Allocation

Hickory Creek Sewer Updated 4/28/2026
 Oversize Cost Share Calculation - Exhibit D

Table 1 - Base Cost

OPA Segment	Segment	Oversized Pipe Size	Base Easement Cost**	Const Hard Cost for Oversized Pipe	Soft Cost* (17.5%)	Total Cost	Cole Flow Share of Base Case	Cole Hard Cost	Cole Soft Cost* (17.5%)	Cole Base Easement Cost	Cole Total Cost	Hunter Flow Share of Base Case	Hunter Hard Cost	Hunter Soft Cost* (17.5%)	Hunter Easement Cost	Hunter Total Cost	Other/City Flow Share of Base Case	Other/City Hard Cost	Other/City Soft Cost* (17.5%)	Other/City Additional Easement Cost	Other/City Total Cost
D-1	1 (Design Point 8 to 9)	48"	\$ 32,875	\$ 1,237,069	\$ 216,487	\$ 1,486,431	37.0%	\$ 457,305	\$ 80,028	\$ -	\$ 537,333	0.0%	\$ -	\$ -	\$ -	\$ -	63.0%	\$ 779,764	\$ 136,459	\$ 32,875	\$ 949,097
D-1	2 (Design Point 9 to 10)	48"	\$ 16,970	\$ 954,882	\$ 167,104	\$ 1,138,956	37.1%	\$ 354,128	\$ 61,972	\$ -	\$ 416,101	0.0%	\$ -	\$ -	\$ -	\$ -	62.9%	\$ 600,754	\$ 105,132	\$ 16,970	\$ 722,856
D-1	3 (Design Point 10 to 11)	48"	\$ 7,622	\$ 709,608	\$ 124,181	\$ 841,411	39.0%	\$ 276,682	\$ 48,419	\$ -	\$ 325,101	0.0%	\$ -	\$ -	\$ -	\$ -	61.0%	\$ 432,926	\$ 75,762	\$ 7,622	\$ 516,310
D-1	4 (Design Point 11 to 12)	48"	\$ 100,560	\$ 2,639,594	\$ 461,929	\$ 3,202,084	41.0%	\$ 1,083,451	\$ 189,604	\$ 45,500	\$ 1,318,554	0.0%	\$ -	\$ -	\$ -	\$ -	59.0%	\$ 1,556,144	\$ 272,325	\$ 55,060	\$ 1,883,529
D-1	5 (Design Point 12 to 13)	48"	\$ 137,765	\$ 3,326,976	\$ 582,221	\$ 4,046,962	40.1%	\$ 1,332,517	\$ 233,191	\$ 71,789	\$ 1,637,497	2.4%	\$ 80,584	\$ 14,102	\$ 4,341	\$ 99,028	57.5%	\$ 1,913,875	\$ 334,928	\$ 61,635	\$ 2,310,438
D-7	6 (Design Point 13 - End)	48"	\$ 108,472	\$ 3,181,596	\$ 556,779	\$ 3,846,847	40.1%	\$ 1,274,290	\$ 223,001	\$ 40,425	\$ 1,537,716	2.4%	\$ 77,063	\$ 13,486	\$ 2,445	\$ 92,994	57.5%	\$ 1,830,243	\$ 320,293	\$ 65,602	\$ 2,216,138
						\$ 14,562,691					\$ 5,772,302					\$ 192,021					\$ 8,598,367

*Soft costs include Inspection Fee (3%), Construction Management (3%), Material Testing (1.5%) and Engineering & Staking (10%)

**Base Easement Costs represent the total 50' required easement cost per segment off Cole Ranch & Hunter Ranch Properties. As property owner negotiations are still ongoing, these costs are preliminary and will be updated as the easements are acquired.

*** Additional Easement Costs represent the extra 10' width requested by the City of Denton to give a total 60' easement for a future parallel line

Table 2: OPC

Description	Unit	Adjusted Estimate Total Price*					
		Segment 1	Segment 2	Segment 3	Segment 4	Segment 5	Segment 6
48" Sanitary Sewer	LF	\$707,050	\$364,980	\$163,925	\$1,184,210	\$1,325,620	\$1,410,940
66" Steel Encasement	LF	\$0	\$298,200	\$425,600	\$576,800	\$0	\$0
6' Diameter Manhole	EA	\$50,000	\$50,000	\$0	\$100,000	\$1,057,000	\$694,400
6' Diameter Drop Manhole	EA	\$60,000	\$30,000	\$30,000	\$60,000	\$175,000	\$200,000
8' Manhole	EA	\$0	\$0	\$0	\$0	\$0	\$0
Mobilization	LS	\$137,112	\$70,777	\$31,789	\$229,644	\$257,066	\$273,612
Traffic Control	LS	\$0	\$0	\$0	\$25,000	\$0	\$50,000
Miscellaneous	LS	\$102,834	\$53,083	\$23,841	\$172,233	\$192,800	\$205,209
Allowance	LS	\$137,112	\$70,777	\$31,789	\$229,644	\$257,066	\$273,612
Erosion Control	LS	\$3,580	\$1,422	\$222	\$5,172	\$5,202	\$6,152
Sewer Line Trench Safety	LF	\$17,900	\$7,110	\$1,110	\$25,860	\$26,010	\$30,760
Hydromulch Repair	SY	\$21,480	\$8,532	\$1,332	\$31,032	\$31,212	\$36,912
Pavement Repair	SY	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Estimate Subtotal w/o Engineering Fee		\$1,237,069	\$954,882	\$709,608	\$2,639,594	\$3,326,976	\$3,181,596

*Total quantities and costs to be determined at approval of Construction Drawings

Line	Easement Length (LF)*	Additional Width (ft)	Easement Area (AC)	Easement Cost	
D-1a (Phase 1A)	1,790	10	0.41	\$32,875.00	Segment 1
D-1a (Phase 1A)	924	10	0.21	\$16,970.00	Segment 2
D-1a (Phase 1A)	415	10	0.10	\$7,622.00	Segment 3
D-1a (Phase 1A)	2,998	10	0.69	\$55,060.00	Segment 4
D-1a (Phase 1A)	3,356	10	0.77	\$61,635.00	Segment 5
D-7 (Phase 1A)	3,572	10	0.82	\$65,602.00	Segment 6
		Total	3.00	\$239,764	

*Easement alignments and acreages shown are approximate according to the Cole Ranch master land plan dated 6/29/2025. Final quantities and acreages will be determined based on final design.

LEGEND

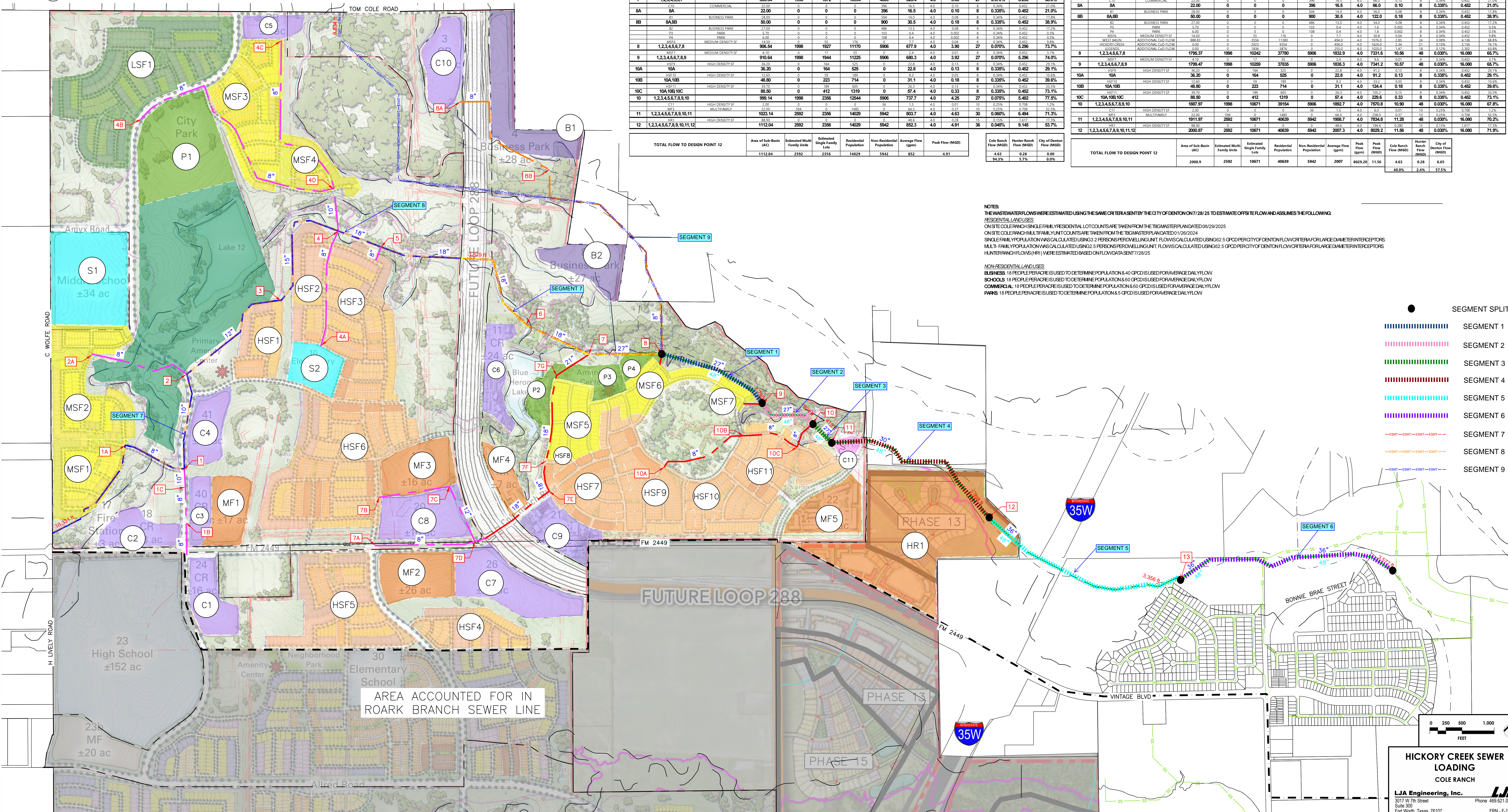
- MMD D-7 PHASE 1 OVERSIZED SS LINE (WITH 60' EASEMENT FOR FUTURE PARALLEL LINE)
- MMD D-1a PHASE 1 OVERSIZED SS LINE (WITH 60' EASEMENT FOR FUTURE PARALLEL LINE)
- MMD D-1b PHASE 1 NON-OVERSIZED LINE SERVING COLE RANCH ONLY (WITH 50' EASEMENT FOR FUTURE PARALLEL LINE)
- MMD D-6b PHASE 1C NON-OVERSIZED LINE SERVING COLE RANCH ONLY (WITH 50' EASEMENT FOR FUTURE PARALLEL LINE)
- MMD D-6a PHASE 1 NON-OVERSIZED LINE SERVING COLE RANCH ONLY
- MMD D-6b PHASE 2 NON-OVERSIZED LINE SERVING COLE RANCH ONLY (WITH 50' EASEMENT FOR FUTURE PARALLEL LINE)
- MMD D-6b PHASE 2 NON-OVERSIZED LINE SERVING COLE RANCH ONLY
- - - EXISTING SEWER LINE
- - - MAJOR SEWER SHED DIVIDE
- [4C] DESIGN POINT
- 8" SEWER LINE SIZE EXCLUDING CoD FLOW
- 8" SEWER LINE SIZE INCLUDING CoD FLOW
- ## BASIN DESIGNATION

TABLE 1 - COLE RANCH PROPOSED SEWER SIZING CALCULATIONS - EXCLUDING DENTON FLOW

Design Point (DP)	CUMULATIVE DESIGN POINT	LAND USE	Area of Sub-Basin (AC)	Estimated Multi-Family Units	Estimated Single Family Lots	Residential Population	Non-Residential Population	Average Flow (gpm)	Peak Flow (MGD)	Peak Flow (MGD)	Flow Size (in)	Min Grade (%)	City of Denton Flow (MGD)	% of Peak Capacity Used
1A	1A	COMMERCIAL	25.90	0	88	282	0	12.3	4.0	0.07	8	0.33%	0.452	15.7%
1B	1B	COMMERCIAL	16.00	0	0	0	0	288	12.0	0.40	8	0.34%	0.452	15.3%
1C	1B/1C	COMMERCIAL	32.00	0	0	0	0	576	24.0	0.80	8	0.33%	0.452	30.8%
1	1A/1B/1C	COMMERCIAL	53.90	0	0	0	0	1148	36.0	1.20	8	0.34%	0.452	66.9%
2A	2A	COMMERCIAL	74.80	0	131	420	0	43.8	4.0	0.25	8	0.33%	0.452	55.8%
2	1,2A	COMMERCIAL	171.70	459	219	1850	1584	146.5	4.0	0.25	12	0.29%	1.080	75.1%
3	1,2,3	HIGH DENSITY SF	189.40	459	290	2078	1894	156.4	4.0	0.50	15	0.19%	1.617	55.7%
4A	4A	ELEMENTARY SCHOOL	38.40	0	0	0	0	270	20.4	0.12	8	0.33%	0.452	26.9%
4B	4B	PARK	119.54	0	242	775	686	36.2	4.0	0.21	8	0.33%	0.452	46.1%
4C	4C	MEDIUM DENSITY SF	36.50	0	115	368	126	21.3	4.0	0.12	8	0.33%	0.452	27.1%
4D	4B,4C,4D	MEDIUM DENSITY SF	187.24	0	445	1425	834	69.8	4.0	0.40	10	0.33%	0.708	58.8%
4	1,2,3,4A,4D	HIGH DENSITY SF	415.04	459	800	3711	2678	246.6	4.0	1.42	18	0.11%	2.302	61.7%
5	1,2,3,4,5	HIGH DENSITY SF	467.04	459	1037	4470	2678	279.6	4.0	1.61	18	0.11%	2.302	70.9%
6	1,2,3,4,5,6	COMMERCIAL	491.04	459	1037	4470	3110	297.6	4.0	1.18	18	0.11%	2.302	74.9%
7A	7A	MULTIFAMILY	46.00	0	156	500	0	21.8	4.0	0.13	8	0.33%	0.452	27.8%
7B	7B	MULTIFAMILY	81.60	0	391	1252	0	54.4	4.0	0.31	8	0.33%	0.452	69.3%
7C	7B/7C	MULTIFAMILY	113.60	648	391	2872	288	136.8	4.0	0.49	12	0.20%	1.030	76.9%
7D	7A/7B/7C/7D	MULTIFAMILY	236.70	1350	619	5368	810	266.7	4.0	1.54	18	0.11%	2.302	66.7%
7E	7A/7B/7C/7D/7E	MULTIFAMILY	280.70	1539	747	6241	1044	316.9	4.0	1.81	18	0.11%	2.302	78.8%
7F	7A/7B/7C/7D/7E/7F	MULTIFAMILY	283.60	1539	759	6280	1044	316.9	4.0	1.82	18	0.11%	2.302	79.2%
7G	7A/7B/7C/7D/7E/7F/7G	MULTIFAMILY	312.30	1539	835	6524	1199	327.8	4.0	1.99	21	0.09%	3.156	59.8%
7	1,2,3,4,5,6,7	COMMERCIAL	803.34	1998	1872	10994	4309	625.4	4.0	3.60	27	0.07%	5.296	68.0%
8A	8A	BUSINESS PARK	22.00	0	0	0	0	396	16.5	0.10	8	0.33%	0.452	21.0%
8B	8A/B	BUSINESS PARK	50.00	0	0	0	0	900	30.5	0.18	8	0.33%	0.452	38.9%
8	1,2,3,4,5,6,7,8	BUSINESS PARK	906.54	1998	1827	11170	5906	677.9	4.0	3.90	27	0.07%	5.296	73.1%
9	1,2,3,4,5,6,7,8,9	HIGH DENSITY SF	910.64	1998	1944	11225	5906	680.3	4.0	3.92	27	0.07%	5.296	74.0%
10A	10A	HIGH DENSITY SF	36.20	0	164	525	0	22.8	4.0	0.13	8	0.33%	0.452	28.1%
10A/10B	10A/10B	HIGH DENSITY SF	48.80	0	223	714	0	31.1	4.0	0.18	8	0.33%	0.452	39.6%
10C	10A/10B/10C	HIGH DENSITY SF	88.90	0	412	1319	0	57.4	4.0	0.33	8	0.33%	0.452	73.1%
10	1,2,3,4,5,6,7,8,9,10	HIGH DENSITY SF	999.14	1998	2356	12544	5906	737.7	4.0	4.25	27	0.07%	5.452	77.6%
11	1,2,3,4,5,6,7,8,9,10,11	HIGH DENSITY SF	1023.14	2592	2356	14029	5942	803.7	4.0	4.61	30	0.06%	4.694	71.3%
12	1,2,3,4,5,6,7,8,9,10,11,12	HIGH DENSITY SF	1112.04	2592	2356	14029	5942	852.3	4.0	4.91	36	0.04%	9.145	53.7%
TOTAL FLOW TO DESIGN POINT 12			Area of Sub-Basin (AC)	Estimated Multi-Family Units	Estimated Single Family Lots	Residential Population	Non-Residential Population	Average Flow (gpm)	Peak Flow (MGD)	Peak Flow (MGD)	Flow Size (in)	City of Denton Flow (MGD)	% of Peak Capacity Used	
			1112.04	2592	2356	14029	5942	852	4.91			4.63	49.0%	

TABLE 2 - COLE RANCH PROPOSED SEWER SIZING CALCULATIONS - INCLUDING DENTON FLOW

Design Point (DP)	CUMULATIVE DESIGN POINT	LAND USE	Area of Sub-Basin (AC)	Estimated Multi-Family Units	Estimated Single Family Lots	Residential Population	Non-Residential Population	Average Flow (gpm)	Peak Flow (MGD)	Peak Flow (MGD)	Flow Size (in)	Min Grade (%)	City of Denton Flow (MGD)	% of Peak Capacity Used
1A	1A	COMMERCIAL	25.90	0	88	282	0	12.3	4.0	0.07	8	0.33%	0.452	15.7%
1B	1B	COMMERCIAL	16.00	0	0	0	0	288	12.0	0.40	8	0.34%	0.452	15.3%
1C	1B/1C	COMMERCIAL	32.00	0	0	0	0	576	24.0	0.80	8	0.33%	0.452	30.8%
1B/1C	1B/1C	COMMERCIAL	57.40	459	0	1148	720	78.9	4.0	0.46	10	0.29%	0.708	65.9%
1	1A/1B/1C	COMMERCIAL	82.90	459	88	1430	720	92.2	4.0	0.53	10	0.29%	0.708	75.0%
2A	2A	COMMERCIAL	74.80	0	131	420	0	43.8	4.0	0.25	8	0.33%	0.452	55.8%
2	1,2A	COMMERCIAL	171.70	459	219	1850	1584	146.5	4.0	0.25	12	0.22%	1.080	75.1%
3	1,2,3	HIGH DENSITY SF	189.40	459	290	2078	1894	156.4	4.0	0.50	15	0.19%	1.617	55.7%
4A	4A	ELEMENTARY SCHOOL	38.40	0	0	0	0	270	20.4	0.12	8	0.33%	0.452	26.9%
4B	4B	PARK	119.54	0	242	775	686	36.2	4.0	0.21	8	0.33%	0.452	46.1%
4C	4C	MEDIUM DENSITY SF	36.50	0	115	368	126	21.3	4.0	0.12	8	0.33%	0.452	27.1%
4D	4B,4C,4D	MEDIUM DENSITY SF	187.24	0	445	1425	834	69.8	4.0	0.40	10	0.33%	0.708	58.8%
4	1,2,3,4A,4D	HIGH DENSITY SF	415.04	459	800	3711	2678	246.6	4.0	1.42	18	0.11%	2.302	61.7%
5	1,2,3,4,5	HIGH DENSITY SF	467.04	459	1037	4470	2678	279.6	4.0	1.61	18	0.11%	2.302	70.9%
6	1,2,3,4,5,6	COMMERCIAL	491.04	459	1037	4470	3110	297.6	4.0	1.18	18	0.11%	2.302	74.9%
7A	7A	MULTIFAMILY	46.00	0	156	500	0	21.8	4.0	0.13	8	0.33%	0.452	27.8%
7B	7B	MULTIFAMILY	81.60	0	391	1252	0	54.4	4.0	0.31	8	0.33%	0.452	69.3%
7C	7B/7C	MULTIFAMILY	113.60	648	391	2872	288	136.8	4.0	0.49	12	0.20%	1.030	76.9%
7D	7A/7B/7C/7D	MULTIFAMILY	236.70	1350	619	5368	810	266.7	4.0	1.54	18	0.11%	2.302	66.7%
7E	7A/7B/7C/7D/7E	MULTIFAMILY	280.70	1539	747	6241	1044	316.9	4.0	1.81	18	0.11%	2.302	78.8%
7F	7A/7B/7C/7D/7E/7F	MULTIFAMILY	283.60	1539	759	6280	1044	316.9	4.0	1.82	18	0.11%	2.302	79.2%
7G	7A/7B/7C/7D/7E/7F/7G	MULTIFAMILY	312.30	1539	835	6524	1199	327.8	4.0	1.99	21	0.09%	3.156	59.8%
7	1,2,3,4,5,6,7	COMMERCIAL	803.34	1998	1872	10994	4309	625.4	4.0	3.60	27	0.07%	5.296	68.0%
8A	8A	BUSINESS PARK	22.00	0	0	0	0	396	16.5	0.10	8	0.33%	0.452	21.0%
8B	8A/B	BUSINESS PARK	50.00	0	0	0	0	900	30.5	0.18	8	0.33%	0.452	38.9%
8	1,2,3,4,5,6,7,8	BUSINESS PARK	906.54	1998	1827	11170	5906	677.9	4.0	3.90	27	0.07%	5.296	73.1%
9	1,2,3,4,5,6,7,8,9	HIGH DENSITY SF	910.64	1998	1944	11225	5906	680.3	4.0	3.92	27	0.07%	5.296	74.0%
10A	10A	HIGH DENSITY SF	36.20	0	164	525	0	22.8	4.0	0.13	8	0.33%	0.452	28.1%
10A/10B	10A/10B	HIGH DENSITY SF	48.80	0	223	714	0	31.1	4.0	0.18	8	0.33%	0.452	39.6%
10C	10A/10B/10C	HIGH DENSITY SF	88.90	0	412	1319	0	57.4	4.0	0.33	8	0.33%	0.452	73.1%
10	1,2,3,4,5,6,7,8,9,10	HIGH DENSITY SF	999.14	1998	2356	12544	5906	737.7	4.0	4.25	27	0.07%	5.452	77.6%
11	1,2,3,4,5,6,7,8,9,10,11	HIGH DENSITY SF	1023.14	2592	2356	14029	5942	803.7	4.0	4.61	30	0.06%	4.694	71.3%
12	1,2,3,4,5,6,7,8,9,10,11,12	HIGH DENSITY SF	1112.04	2592	2356	14029	5942	852.3	4.0	4.91	36	0.04%	9.145	53.7%
TOTAL FLOW TO DESIGN POINT 12			Area of Sub-Basin (AC)	Estimated Multi-Family Units	Estimated Single Family Lots	Residential Population	Non-Residential Population	Average Flow (gpm)	Peak Flow (MGD)	Peak Flow (MGD)	Flow Size (in)	City of Denton Flow (MGD)	% of Peak Capacity Used	
			2009.9	2592	10671	40939	5942	2007	8029.20	1156		4.63	49.0%	



NOTES:
 THE SEWER FLOWS WERE ESTIMATED USING THE SAME CRITERIA BY THE CITY OF DENTON 07/28/25 TO ESTIMATE OFF-TERRITORIAL AND ASSUMES THE FOLLOWING:
 RESIDENTIAL LAND USES:
 ON-SITE COLE RANCH SINGLE-FAMILY RESIDENTIAL LOTS COUNTS ARE TAKEN FROM THE TDC MASTER PLAN DATED 06/29/2025
 ON-SITE COLE RANCH MULTIFAMILY LOTS COUNTS ARE TAKEN FROM THE TDC MASTER PLAN DATED 01/26/2024
 SINGLE-FAMILY POPULATION WAS CALCULATED USING 3 PERSONS PER MULTIFAMILY UNIT. FLOWS WERE CALCULATED USING 60 GPCD PER FLOW FOR TERRITORIAL FLOWS AND 40 GPCD PER FLOW FOR FUTURE FLOWS.
 MULTI-FAMILY POPULATION WAS CALCULATED USING 2 PERSONS PER MULTIFAMILY UNIT. FLOWS WERE CALCULATED USING 60 GPCD PER FLOW FOR TERRITORIAL FLOWS AND 40 GPCD PER FLOW FOR FUTURE FLOWS.
 HICKORY CREEK FLOWS (HCR) WERE ESTIMATED BASED ON FLOW DATA SET 7/28/25
 NON-RESIDENTIAL LAND USES:
 BUSINESS: 18 PEOPLE PER ACRE IS USED TO DETERMINE POPULATION & 40 GPCD IS USED FOR AVERAGE DAILY FLOW
 SCHOOLS: 18 PEOPLE PER ACRE IS USED TO DETERMINE POPULATION & 60 GPCD IS USED FOR AVERAGE DAILY FLOW
 COMMERCIAL: 18 PEOPLE PER ACRE IS USED TO DETERMINE POPULATION & 60 GPCD IS USED FOR AVERAGE DAILY FLOW
 PARKS: 18 PEOPLE PER ACRE IS USED TO DETERMINE POPULATION & 5 GPCD IS USED FOR AVERAGE DAILY FLOW

Exhibit E

Development Contract for Public Improvements

PROJECT NO. _____

CONTRACT TYPE _____

**DEVELOPMENT CONTRACT
FOR
PUBLIC IMPROVEMENTS**

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

This Development Contract for Public Improvements (“Contract” or “Agreement”), including any Exhibits attached hereto, is entered into by and between the City of Denton, a Texas home-rule municipal corporation of Denton County, Texas, (“Denton” or “City”); _____, a _____ (“Developer”); and _____, a _____ (“Contractor”), and is effective on this ____ day of _____, 20____ (“Effective Date”).

WHEREAS, the Developer wishes to enter into this Agreement with the City to provide for the construction of _____, further described in Exhibit “A” attached hereto and made a part hereof by reference (the “Public Improvements”); and

WHEREAS, the Developer, whose business address is _____, is the owner of ____ acres of real property generally located at _____ and specifically described in Exhibit “B” attached hereto and incorporated by reference (the “Development”); and

WHEREAS, the Public Improvements described in Exhibit “A” are necessitated by and will serve the Development; and

WHEREAS, this Agreement is entered into pursuant to Subchapter C of Chapter 212 of the Texas Local Government Code and as a condition of plat approval; and

WHEREAS, the Developer agrees the Public Improvements are roughly proportional to the

benefits received and burdens imposed by the Development; and

WHEREAS, this Agreement is required to ensure the Public Improvements are constructed in accordance with the City's standard specifications for public works projects and all applicable ordinances and design criteria manuals (the "City Standards"); and

WHEREAS, this Agreement is required to ensure the Public Improvements are constructed in accordance with the plans and specifications prepared, signed, and sealed by _____ (the "Developer's Engineer"); dated _____; and approved and on file with the City (the "Project Specifications"); and

WHEREAS, the Developer understands that the Project Specifications may only be amended with the written approval of the City Engineer or their designee; and

WHEREAS, the City Standards and Project Specifications are incorporated herein by reference and shall be collectively referred to as the "Plans and Specifications"; and

WHEREAS, the Developer understands and agrees that it is responsible for and has retained at its sole expense the Developer's Engineer to design the Public Improvements in accordance with the City Standards and applicable state and federal regulations, taking into consideration site conditions that may impact the Public Improvements; and

WHEREAS, the Developer shall provide for the construction of the Public Improvements by and through the Contractor whose business address is _____; and

WHEREAS, the Contractor is experienced in the construction of improvements similar to the Public Improvements; and

WHEREAS, the Developer and the Contractor recognize the City has an interest in ensuring that the Public Improvements, which will, upon completion and acceptance by the City, become public property, are properly constructed in accordance with the Plans and Specifications and that the Contractor

pays its subcontractors;

WHEREAS, the City may sue to enforce any provisions of this Agreement including, without limitation, those involving compliance with the Plans and Specifications and completion of the Public Improvements before the expiration of the Maintenance Bond; and

WHEREAS, the City, the Developer, and the Contractor agree that a Performance Bond, a Payment Bond, and a Maintenance Bond will be furnished by the Contractor in favor of the City and shall be executed by a surety company authorized to do business in the State of Texas.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Contract, the Parties agree to the following terms and conditions:

ARTICLE I TERM

This Contract shall begin on the Effective Date and continue until the date that each of the obligations of the Parties hereto has been satisfied; provided, however, that this Contract may terminate earlier in accordance with the provisions of this Contract (“Term”).

ARTICLE II GENERAL PROVISIONS

1. **Covenants of Developer and Contractor.**

(a) **Construction and Substantial Completion.** Contractor shall construct the Public Improvements in accordance with the Plans and Specifications and complete the Public Improvements no later than 365 calendar days from the date of issuance of the Notice-To-Proceed. “Notice-To-Proceed” means the document issued by the City permitting the Contractor to begin construction of the Public Improvements.

(b) In the event the Contractor is unable to meet the deadline in Section 1(a) of this Article, the Contractor shall submit an extension request to the City for

consideration. Extensions may be issued in six (6) month increments at the City's sole discretion.

- (c) Developer shall be responsible for all monies due to the Contractor for construction of the Public Improvements.
- (d) The Parties agree the City shall have no liability to the Contractor under this Contract. By executing the Contract, Contractor agrees to rely solely on the Developer, and not the City, for payment. The City, in its discretion, may require the Developer to provide security for payments to the Contractor, which may be in the form of a cash deposit with the City, a letter of credit, a dedicated construction account with a lending institution approved by the City, or other security the City, in their discretion, deems adequate to ensure the Developer does not default in its payment obligations to the Contractor.
- (e) **Authority of City Engineer and Developer and Contractor Warranty.**
 - i. All work on the Public Improvements shall be performed in a good and workmanlike manner and to the satisfaction of the City. The City shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of the Plans and Specifications. The City may reject any work that in its sole opinion is not performed in accordance with the Plans and Specifications.
 - ii. The Contractor, its surety on the Maintenance Bond as required herein, and the Developer warrant that the Public Improvements will be free from defects in materials and workmanship and that they will pay to remedy same for a period of two years after the completion of the Public Improvements and final acceptance by the City (the "Warranty Period").

This warranty shall not constitute a limitation on the duty to remedy latent defects in construction that were not known at the time of final acceptance or within the Warranty Period.

- iii. The Contractor shall furnish the City with every reasonable facility for ascertaining whether the work performed was in accordance with the Plans and Specifications.

(f) **Inspections, Tests, and Orders.**

- i. The City may require Contractor, at its own expense, to remove and replace any work done or materials used without suitable inspection by the City, unless the work and materials were given prior written approval from the City.
- ii. The City shall perform:
 - A. Periodic inspections of the work;
 - B. A final inspection prior to final acceptance by the City; and
 - C. Inspections at 30 and 400 days from the date of final completion and acceptance of the Public Improvements by the City.
- iii. Upon failure of the Contractor to allow an inspection; to provide safe access for inspections; to test materials furnished; to satisfactorily repair, remove or replace, if so directed, rejected, unauthorized, or condemned work or materials; or to follow any other request or order of the City, the City shall notify the Developer of such failure and may suspend inspections of such work, issue a stop work order, or both until such failure is remedied. If such failure is not remedied to the satisfaction of the City, the City shall have no obligation under this agreement to approve or accept the Public

Improvements and the City may withhold, suspend, or revoke any permits or other approvals for the Development until such matter is remedied to the satisfaction of the City.

iv. Although the Public Improvements described herein may be accepted by the City, the City may recover damages against the Developer and/or Contractor and upon the bonds if it is discovered that the Public Improvements were not built in accordance with the Plans and Specifications.

(g) **Insurance.** Contractor shall provide for insurance in form and in substance in accordance with the City's standard insurance requirements for public works projects (the "Standard Insurance Requirements"). The Standard Insurance Requirements in effect on the Effective Date are incorporated herein by reference, are on file with the City, and may be amended from time to time.

(h) **Means and Methods of Construction.** The Contractor may choose the means and methods of construction; subject, however, to the City's right to reject the Public Improvements when the means or method of construction does not, in the sole judgment of the City, assure that the Public Improvements are constructed in accordance with Plans and Specifications.

(i) **Books and Records.**

i. The term "Books and Records" includes, without limitation, any item stated in the General Requirements section in the Plans and Specifications, for example, material test reports, material tickets, material submittals, project schedules, TDLR inspections, As-Built plans, and project-specific specifications.

- ii. Any or all of the Developer and the Contractor's Books and Records related to the construction of the Public Improvements shall be available for inspection by the City within 14 days of a request submitted by the City pursuant to Section IV.9 of this Contract.
 - iii. All of the Developer and the Contractor's Books and Records related to the construction of the Public Improvements shall be submitted to the City prior to the City's final acceptance of the Public Improvements.
- (j) **Performance Bonds.** The Contractor shall execute a Performance Bond in the full amount of the cost to construct the Public Improvements in favor of the City ensuring completion of the Public Improvements in accordance with the Plans and Specifications. The Performance Bond shall be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code, shall be on the City's standard form, and shall contain a local resident agent for service of process.
- (k) **Payment Bonds.** The Contractor and Developer shall execute a Payment Bond in the full amount of the cost to construct the Improvements in favor of the City ensuring against claims from suppliers and subcontractors. The Payment Bond shall be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code, shall be on the City's standard form, and shall contain a local resident agent for service of process.
- (l) **Maintenance Bonds.** The Contractor shall execute a Maintenance Bond warranting against defects in materials and workmanship for a period of two years from the date of final acceptance by the City. The Maintenance Bond shall

be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code, shall be on the City's standard form, and shall contain a local resident agent for service of process.

(m) **Retainage: Final Payments.** As security for the faithful completion of the Public Improvements, Contractor and Developer agree that the Developer shall retain ten (10) percent of the total dollar amount of the contract price until after final approval or acceptance of the Public Improvements by the City. The Developer shall thereafter pay the Contractor the retainage, only after Contractor has furnished to the Developer satisfactory evidence including an affidavit that all indebtedness has been paid, that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures, or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied. In addition, Contractor shall provide Developer with a consent to final payment from the payment bond surety.

(n) **Encumbrances.** Upon completion and final acceptance of the Public Improvements by the City, the Public Improvements shall become the property of the City free and clear of all liens, claims, charges, or encumbrances of any kind. If, after acceptance of the Public Improvements, any claim, lien, charge, or encumbrance is made, or found to exist, against the Public Improvements, or land dedicated to the City to which they are affixed, the Developer and Contractor shall upon notice by the City promptly cause such claim lien, charge, or encumbrance to be satisfied and released or promptly post a bond with the City in the amount of such claim, lien, charge, or encumbrance, in favor of the

City, to ensure payment of such claim, lien, charge, or encumbrance.

- (o) **Covenants of City of Denton.** Upon proper completion of the Public Improvements in accordance with this Agreement, the City agrees to accept the Public Improvements.

ARTICLE III TERMINATION

1. **Termination.** This Agreement may be terminated upon any one of the following:
- (a) By written agreement of the Parties; or
 - (b) By the City for convenience and in its sole discretion.

ARTICLE IV MISCELLANEOUS

1. **Agreement Controlling.** The provisions of this Agreement shall control over any conflicting provision of any contract between the Developer and Contractor as to the construction of the Public Improvements.
2. **Entire Agreement.** **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**
3. **Assignment.** This Agreement shall not be assigned by the Parties.
4. **Nexus and Rough Proportionality.** The Developer acknowledges and agrees that there is a reasonable nexus between the demands created by the Development and the Public Improvements, and that the costs associated with the construction and dedication of land for the Public Improvements is roughly proportional to the benefits received and the burdens imposed by the Development. **THE DEVELOPER SHALL**

INDEMNIFY AND HOLD THE CITY HARMLESS AGAINST ANY CLAIM BY IT OR OTHERS CLAIMING THROUGH IT, THAT THE REQUIRED PUBLIC IMPROVEMENTS AND ASSOCIATED DEDICATION OF LAND ARE UNLAWFUL EXACTIONS.

5. **Venue and Governing Law.** The Parties herein agree that this agreement shall be enforceable in Denton County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Denton County, Texas. The terms and provisions of this agreement shall be construed in accordance with the laws of the State of Texas, and the Charter, Ordinances, Rules, and Regulations of the City.
6. **Successor and Assigns.** This Contract shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.
7. **Authority to Execute.** The City, Developer, and Contractor hereby warrant to the other that the person signing below is authorized on behalf of its respective corporation or government entity and is signing in the capacity to authorize and bind such Parties under the terms and conditions as set forth herein.
8. **Amendments and Waivers.** Any provisions of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the City's Director of Development Services, or their designee, and the Developer. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.
9. **Notices.** Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic mail confirmed by mailing written confirmation at substantially the same time as such electronic mail, or personally delivered to an officer of the receiving party at the following addresses:

City of Denton
c/o Development Services
401 N. Elm Street
Denton, TX 76201
development@cityofdenton.com

Developer:

Contractor:

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic mail shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by the City, or the Developer, as the case may be.

10. **Point of Contact.** Each Party shall designate a “Project Manager” who shall be the principal point of contact between the Parties for all matters relating to the Development. A Party may designate a new Project Manager by notice to the other Parties using the options provided in Section IV.9.
11. **Incorporation of Recitals.** The above recitals are hereby incorporated into this

Contract as if fully set forth herein.

12. **INDEMNIFICATION.** THE DEVELOPER AND CONTRACTOR SHALL AND HEREBY DO INDEMNIFY, DEFEND, AND SAVE HARMLESS, THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME, AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED AS SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF THE OPERATIONS OF THE DEVELOPER, CONTRACTOR, THEIR AGENTS, EMPLOYEES, OR SUBCONTRACTORS; OR ON ACCOUNT OF ANY NEGLIGENT ACT OF FAULT OF THE DEVELOPER, CONTRACTOR, THEIR AGENTS, EMPLOYEES, OR SUBCONTRACTORS IN CONSTRUCTION OF THE IMPROVEMENTS OR DAMAGE TO EXISTING CITY INFRASTRUCTURE DUE TO CONSTRUCTION AND RELATED ACTIVITIES OF THE PUBLIC IMPROVEMENTS; AND SHALL PAY ANY JUDGMENT, WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE CITY GROWING OUT OF SUCH INJURY OR DAMAGE.

13. **Severability.** In the event that any provision or portion of this Contract shall be found to be illegal, invalid, or unenforceable, then such provision or portion shall be amended by the Parties in compliance with applicable law. The illegality, invalidity, or unenforceability of any provision or portion of this Contract shall not affect in any way the legality, validity, or enforceability of any other provision or portion of this Contract.

[Signature Pages to Follow]

DEVELOPER

Developer Name:

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

CONTRACTOR

Contractor Name:

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

CITY OF DENTON

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

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

Signature: _____

Printed Name: _____

Title: _____

Exhibit F

Maintenance, Payment, and Performance Bond

MAINTENANCE BOND

NOW THEREFORE, the Principal binds itself to use such materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by the City as defined in the Contract, the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of the final acceptance of the work by the City, the Principal binds itself to repair or reconstruct the said improvements in whole or in part at any time within said period and that it will, upon receiving notice, repair or reconstruct said improvements from the date of such notice as the City shall determine to be necessary. If said Principal does not repair or reconstruct the improvements within the time period designated, then the City shall be entitled to have said repairs made and charge said Principal and/or Surety the cost of the same under the terms of this Maintenance Bond.

NOW, THEREFORE, the condition of this obligation is such that the Surety guarantees the Project against defective workmanship and materials during the maintenance period set forth herein; that Principal shall keep and perform its said work and keep the same in repair for the said maintenance period of two (2) years, as provided; and, **THAT PRINCIPAL HOLDS HARMLESS AND INDEMNIFIES SAID CITY FROM ANY CLAIM OR LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY AND OCCURRING DURING THE PERFORMANCE OF SAID MAINTENANCE AND REPAIR OPERATION**, then these presents shall be null and void and have no further effect, but if default shall be made by said work or materials or Principal, then these presents shall remain in full force and effect, and the City shall have and recover from the Principal and Surety, jointly and severally, their heirs, administrators, executors, successors, and assigns, all damages, costs, and expenses. And in this regard, Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the City.

MAINTENANCE BOND

PROVIDED, HOWEVER, that Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this Maintenance Bond are intended to be in all respects in full and complete compliance with every law, charter, rule, or regulation that this Maintenance Bond may be subject to.

AND PROVIDED FURTHER, that the Surety, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Plans and Specifications accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed thereunder.

[Signature Page to Follow]

MAINTENANCE BOND

IN WITNESS WHEREOF, the Principal and Surety have each SIGNED and SEALED this instrument by duly authorized agents and officers on this ___day of _____20__.

PRINCIPAL

SURETY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

(SEAL)

The name and address of the Resident Agent of the Surety for delivery of notice and service of the process is:

NOTE: The date of the bond shall not pre-date the executed Development Contract. If the Resident Agent is not a corporation, list an individual's name.

PROJECT NO. _____

CONTRACT TYPE _____

BOND NO. _____

PAYMENT BOND

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS: that _____
of the City of _____, County of _____, State of _____,
("Contractor" or the "Principal"), and _____ ("Surety"), existing
under the laws of the State of _____, and fully licensed to transact business in the State of
Texas as surety, are held and firmly bound unto the City of Denton, Texas, hereinafter referred to as
"Beneficiary", in the penal sum of _____ dollars (\$ _____)
for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators,
executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Beneficiary
dated the ____ day of _____, 20 __, to which said contract is hereby referred to and made a
part hereof as if fully set forth herein (the "Contract"), to furnish all materials, equipment labor, and
other accessories as defined by law, in the prosecution of the Public Improvements, as defined in the
Contract and designated as _____; and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if the
Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons,
firms, subcontractors, corporations, and claimants supplying labor and/or material in the prosecution of
the Work provided for in said Contract and any and all duly authorized modifications of said Contract

PAYMENT BOND

that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Should Principal fail to promptly pay claimants for all labor, subcontracts, materials, and specially fabricated materials performed or furnished under or by virtue of the Contract, Surety is hereby bound to make such payments on behalf of Principal up to a total aggregate amount equal to the penal sum of the Payment Bond. Labor, subcontracts, materials, and specially fabricated materials shall be construed in accordance with Chapter 2253, Texas Government Code.

PROVIDED, HOWEVER, Principal is required to furnish this Payment Bond in order to comply with the provisions of Chapter 2253, Texas Government Code, and all other applicable laws, all rights and remedies on this Payment Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

PROVIDED FURTHER, that if any legal action be filed upon this Payment Bond, exclusive venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that the Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Plans and Specifications accompanying the same, shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder.

This Payment Bond is made and executed in compliance with the provisions of the Texas Government Code, Chapter 2253, and any other applicable statutes of the State of Texas, and all liabilities on this Payment Bond shall be determined in accordance with said provisions to the same extent as if they were copied at length herein.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Texas to whom any requisite notices may be delivered and on whom service of

PAYMENT BOND

process may be had in matters arising out of such suretyship.

[Signature Page to Follow]

PAYMENT BOND

IN WITNESS WHEREOF, the Principal and Surety have each SIGNED and SEALED this instrument by duly authorized agents and officers on this the _____ day of _____ 20__.

PRINCIPAL

BY: _____

TITLE: _____

ADDRESS: _____

SURETY

BY: _____

TITLE: _____

ADDRESS: _____

(SEAL)

The name and address of the Resident Agent of the Surety for delivery of notice and service of the process is:

NOTE: The date of the Payment Bond shall not pre-date the executed Development Contract. If the Resident Agent is not a corporation, list an individual's name.

PERFORMANCE BOND

which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, **IF THE PRINCIPAL SHALL FULLY INDEMNIFY AND SAVE HARMLESS THE BENEFICIARY FROM ALL COSTS AND DAMAGES WHICH BENEFICIARY MAY SUFFER BY REASON OF FAILURE TO SO PERFORM HEREIN AND SHALL FULLY REIMBURSE AND REPAY BENEFICIARY OF ALL OUTLAY AND EXPENSE WHICH THE BENEFICIARY MAY INCUR IN MAKING GOOD ANY DEFAULT OR DEFICIENCY**, then this obligation shall be void; otherwise, it shall remain in full force and effect. Should the Principal fail to faithfully and strictly perform the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses, and liability that the Principal may suffer in consequence thereof.

PROVIDED, Principal is required to furnish this Performance Bond in order to comply with the provisions of Chapter 2253, Texas Government Code and all other applicable laws, all rights and remedies on this Performance Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

PROVIDED FURTHER, that if any legal action be filed on this Performance Bond, exclusive venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the Plans and Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Plans and Specifications.

PERFORMANCE BOND

This Performance Bond is made and executed in compliance with the provisions of the Texas Government Code, Chapter 2253, and any other applicable statutes of the State of Texas, and all liabilities on this Performance Bond shall be determined in accordance with said provisions to the same extent as if they were copied at length herein.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

[Signature Page to Follow]

PERFORMANCE BOND

IN WITNESS WHEREOF, this instrument is executed by the Principal and the Surety this on this this the _____ day of _____ 20_____.

PRINCIPAL

SURETY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

(SEAL)

ATTEST:

SECRETARY

The name and address of the Resident Agent of the Surety for delivery of notice and service of the process is:

NOTE: The date of the Performance Bond shall not pre-date the executed Development Contract. If the Resident Agent is not a corporation, list an individual's name.

Exhibit G
Escrow Agreement

EXHIBIT G

ESCROW & PAY AGENT AGREEMENT

This Escrow & Pay Agent Agreement (the “Escrow Agreement”) is entered into as of _____, 2026, by and between the City of Denton, Texas a Texas home rule municipality (the “City”), American Escrow Company, a Texas corporation (the “Escrow Agent”), and, as beneficiary under this Escrow Agreement, Cole Ranch Improvement District No. 1 of Denton County, Texas (the “District” and, collectively with the City, the “Parties”).

WHEREAS, the City, the District, Cole Ranch Development, LP and any of its affiliates and subsidiaries (the “Developer”), Hunter Ranch Improvement District No. 1 of Denton County, Texas (“HRID”), and HR 3200, LP (“Hunter Developer”) entered into that certain Wastewater Utilities Cost Sharing Agreement (the “Cost Sharing Agreement”), effective as of _____, 2026; and

WHEREAS, the Cost Sharing Agreement, attached as **Exhibit A**, contains provisions regarding respective responsibilities and obligations of the City, the Developer, the District, HRID, and Hunter Developer related to the funding of the design and construction of the Required Facilities (as defined in the Cost Sharing Agreement), which involves the expansion of the construction of the Hickory Creek Wastewater Trunk Main; and

WHEREAS, pursuant to the Cost Sharing Agreement and this Escrow Agreement, the City shall deposit funding in the form of ready money or its equivalent (“Cash”) into the Escrow Account (as defined below), representing the City Project Allocation Share (as defined in the Cost Sharing Agreement) for the Required Facilities; and

WHEREAS, pursuant to the terms of this Escrow Agreement, the Escrow Agent has agreed to hold such Cash in an ICS (IntraFi Cash Service) account with Texas Capital Bank and/or any account agreed to by the City, the District, and the Escrow Agent, which complies with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as applied to the Parties (the “Escrow Account”); and

WHEREAS, pursuant to, and subject to the terms and conditions of, the Cost Sharing Agreement and this Escrow Agreement, the District shall draw funds from the Escrow Account to be used to pay for the City Project Allocation Share of the Required Facilities. Now, Therefore,

FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, the City, the District, and Escrow Agent do mutually agree as follows:

Section 1: The recitals above are true and correct and are incorporated into this Escrow Agreement by reference. All capitalized terms used in this Escrow Agreement not otherwise defined herein shall have the meanings assigned to such terms in the Cost Sharing Agreement.

Section 2: The Parties hereby appoint Escrow Agent to serve as Escrow Agent as set forth herein, and the Escrow Agent hereby accepts and agrees to perform its obligations hereunder.

Section 3: Pursuant to the Cost Sharing Agreement, the City shall deposit Cash into the Escrow Account in the amounts, and within the time-periods, required by the Cost Sharing Agreement. The Escrow Agent shall account for the Cash deposited by the City pursuant to the Cost Sharing Agreement. Each time the City provides Cash to the Escrow Agent, the City shall provide a written notice to the Escrow Agent (with a contemporaneous copy to the District, the Developer, and Cole Developer) that identifies the applicable section of the Cost Sharing Agreement for which the deposit applies. Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt, or other paper or document, including but not limited to a Withdrawal Request and Certificate, delivered to or received by Escrow Agent from any party to this Escrow Agreement

Section 4: The Cash provided by the City hereunder to the Escrow Agent is owned by the City. Subject to the terms of this Escrow Agreement, such Cash shall be held by the Escrow Agent until the Termination Date (defined below). The District shall from time to time submit to the Escrow Agent Withdrawal Request and Certificates, substantially in the form attached hereto as **Exhibit B**, which describe the District's request for funds, identify from which funds are being withdrawn, and certify the following: (i) that the request for funds is solely to pay for the City Project Allocation Share, for the portion of the Required Facilities identified in the Withdrawal Request and Certificate; and (ii) that, for Costs that are for Soft Costs or Hard Costs, the District has reasonably determined that a certain amount of funds are needed, taking into consideration any Cash remaining from the proceeds of prior Withdrawal Requests, to pay for such Costs and that such Costs are reasonably estimated by the District to be due from the District to pay Costs for the Required Facilities expected to be incurred within 90 calendar days after the date the District signs the Withdrawal Request and Certificate. Escrow Agent does not represent or warrant that the funds deposited are or will be sufficient or adequate to pay any and all sums due either: (i) under any Withdrawal Request and Certificate; (ii) to anyone performing work or providing materials pursuant to the plans and specifications, or (iii) that the funds deposited are sufficient to complete the Required Facilities.

Section 5: The Escrow Agent is instructed to pay the District, by means of certified check or wire, the funds that are requested in the Withdrawal Request and Certificate within 5 business days of the date the Escrow Agent receives the Withdrawal Request and Certificate at the address shown in Section 7 below or wire instructions that are provided by the District to the Escrow Agent in writing. The Escrow Agent is instructed to draw funds from any Cash that has been deposited in the Escrow Account. Notwithstanding the forgoing, if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall notify all Parties of such conflict and shall take no action with respect to the Escrow Account and/or Withdrawal Request and Certificate until either: (a) Escrow Agent receives joint written instructions signed by the Parties, or (b) Escrow Agent receives a final court order directing the disposition of funds.

Section 6: The Escrow Agent is instructed to deposit all Cash received from the City in the Escrow Account to be held by the Escrow Agent for the benefit of the Parties and the District

in accordance with the terms and conditions of the Cost Sharing Agreement. All earnings and interest attributable to such Cash in the Escrow Account are owned by the City, and, upon written request from the City, shall be released by the Escrow Agent to the City or allocated by the Escrow Agent to Withdrawal Request and Certificate. The City shall provide, to Escrow Agent's satisfaction, a fully executed W-9 and Investment Letter to Escrow Agent before any investment of such Cash will be made.

Section 7: The Escrow Agent is instructed (i) within 3 business days of the City providing to the Escrow Agent Cash to provide written notice to the Parties, the Developer, and Cole Developer of the dollar amount of same, and (ii) upon written request from the Parties, to send statements, no more than once per month, to all Parties, the Developer, and Cole Developer, of the City's current balance stating any deposits into or disbursements from the Escrow Account. Notifications and submittals to all Parties, the Developer, and Cole Developer must be in writing and are deemed delivered on the earlier of the date actually received or the third business day following (a) deposit in a United States Postal Service post office or receptacle; (b) with proper postage (certified mail, return receipt requested); and (c) addressed to the applicable Party, the Developer, or Cole Developer at the address set forth below. In addition, upon request from any of the Parties to send notices through other methods (including electronic mail), the Escrow Agent is also instructed to send notice through such methods.

To District: Cole Ranch Improvement District No. 1 of Denton County, Texas
Attn: President, Board of Directors
c/o Allen Boone Humphries Robinson LLP
4514 Cole Ave, Suite 1450
Dallas, Texas 75205
Email: srobinson@abhr.com

To Developer: Cole Ranch Development LP
Attn: Ms. Elizabeth York, Sr. Vice President and General Counsel
5005 Riverway, Suite 500
Houston, Texas 77056
E-mail: elizabeth@johnsondev.com

To HIRD: Hunter Ranch Improvement District No. 1 of Denton County
Attn: President, Board of Directors
c/o Allen Boone Humphries Robinson LLP
4514 Cole Ave, Suite 1450
Dallas, Texas 75205
Email: sbapat@abhr.com

To Hunter Developer: Attn: Mr. Andrew Pieper
HR 3200, LP
3000 Turtle Creek Blvd.
Dallas, Texas 75219
Email: Andrew.pieper@hillwood.com

with a copy to: Attn: Michele Ringnald
HR 3200, LP
3000 Turtle Creek Blvd.
Dallas, Texas 75219
Email: michele.ringnald@hillwood.com

To City: City of Denton
Attn: City Manager
215 E. McKinney St.
Denton, Texas 76201
Email: cmo@cityofdenton.com

To Escrow Agent: American Escrow Company
Attn: Jennifer Galubenski Webb
2626 Howell Street, 10th Floor
Dallas, Texas 75204
Email: jwebb@republictitle.com

Section 8. Escrow Agent hereby agrees to hold the Cash in accordance with the terms of this Escrow Agreement and to disburse funds from the Escrow Account in strict accordance with the terms of this Escrow Agreement.

Section 9. As compensation for the Escrow Agent's services as Escrow Agent, the City and District shall be responsible to pay the Escrow Agent the fees set forth in the Escrow Agent's fee schedule attached as **Exhibit C** hereto.

Section 10: This Escrow Agreement shall terminate and any remaining Cash (and earnings and interest attributable to the Cash) shall be released and returned to the City within 5 business days after the earlier to occur of (such date, the "Termination Date") (a) January 1, 2029, or (b) the date on which the District notifies the Escrow Agent in writing that the District has provided the Required Facilities Final Accounting to the City.

Section 11. The City shall have the right to terminate this Escrow Agreement prior to the Termination Date determined in accordance with Section 10 above, with or without cause, upon 30 calendar days prior written notice to all Parties hereto; provided, however, that no such termination shall be effective until a successor escrow agent has been appointed and has accepted the duties of the Escrow Agent hereunder. If this Escrow Agreement is terminated prior to the Termination Date, then (a) the City shall promptly designate a substitute escrow agent, and (b) the Escrow Agent shall deliver to the successor escrow agent all remaining Cash (and earnings and interest attributable to the Cash) held by the Escrow Agent, and all books and records pertaining to the Escrow Agent's role as Escrow Agent hereunder.

Section 12. Escrow Agent shall have the right to resign at any time by giving 30 calendar days' advance written notice of such resignation to the other Parties, the Developer, and Cole Developer, specifying the effective date of such resignation. Within fifteen (15) calendar days after the City receives such notice, the City shall appoint a successor escrow agent to which the Escrow

Agent shall disburse the remaining Cash. If a successor escrow agent has not been appointed and has not accepted such appointment by the end of such 30-day period, Escrow Agent may either (a) interplead the Cash in the Escrow Account with a court of competent jurisdiction in Denton County, Texas for the appointment of a successor escrow agent; or (b) appoint a successor escrow agent of its own choice. Subject to the City's termination rights under Section 12, any such appointment of a successor escrow agent shall be binding upon the Parties. No such appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent incurs no liability for its compliance with any legal process, subpoena, writ, order, judgment, or decree of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside, or reversed.

Section 13. The Escrow Agent shall have only the duties and obligations expressly set forth in this Escrow Agreement, together with those rights, powers and privileges reasonably incident thereto. With respect to Escrow Agent's duties and obligations set forth herein, the Parties acknowledge and agree that if there is any conflict between this Escrow Agreement and the Cost Sharing Agreement, this Escrow Agreement shall control.

Section 14. This Escrow Agreement may be executed in counterparts and by facsimile, portable document format (PDF), and other electronic means, each of which shall be deemed an original and which together shall constitute one and the same agreement.

Section 15. This Escrow Agreement shall not be assignable without the consent of all Parties hereto.

Section 16. The terms and provisions of this Escrow Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their permitted successors and assigns.

Section 17. Escrow Agent acts hereunder as a depository only and Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct, and Escrow Agent shall have no duties to anyone except those signing this Escrow Agreement. Escrow Agent may consult with legal counsel, including in-house counsel, in the event of any dispute or questions as to the construction of the foregoing instructions, or Escrow Agent's duties hereunder.

Section 18. No amendment or changes to this Escrow Agreement shall become effective unless in writing and signed by the Escrow Agent and all of the Parties.

Section 19. The District only has the right to access the City's funds that have been deposited in the Escrow Account in accordance with this Escrow Agreement. Funds, if any, that the City currently or hereafter deposits or invests with the Escrow Agent in the Escrow Agent's capacity outside of this Escrow Agreement shall not be subject to the terms and conditions of this Escrow Agreement.

Section 20. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 21. Statutory Verifications

A. Pursuant to Section 2270.002, Texas Government Code, the Escrow Agent 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 the Agreement. As used in the immediately preceding sentence, “boycott Israel” shall have the meaning given such term in Section 2270.001, Texas Government Code.

B. The Escrow Agent 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, Texas Government Code, as a company known to have contracts with or 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, Texas Government Code.

C. By signing and entering into this Agreement, Escrow Agent verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

D. By signing and entering into the Agreement, Escrow Agent verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

[Signature Pages to Follow]

EXECUTED by the undersigned duly authorized officials and officers of the City and the District,
on this the _____ day of _____, 2026.

CITY OF DENTON
A Texas Municipal Corporation

By: _____
SARA HENSLEY, CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: _____

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

Signature

Title

Department
Date Signed: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

THE DISTRICT (as beneficiary):

Cole Ranch Improvement District No. 1 of Denton County, Texas

By: _____
_____, Board of Directors

ATTEST:

By: _____
_____, Board of Directors

ESCROW AGENT:

By: _____
Name: _____
Title: _____

EXHIBIT A
COST SHARING AGREEMENT

**EXHIBIT B
WITHDRAWAL REQUEST AND CERTIFICATE**

Withdrawal Request and Certificate No. ____

Date: _____

To: American Escrow Company, Escrow Agent

Pursuant to the Cost Sharing Agreement that is referenced in the Escrow & Pay Agent Agreement, I, _____, the undersigned officer of the Board of Directors of the District, request to withdraw \$ _____ from the City of Denton's Escrow Account, in accordance with the attached schedule of expenditures for the Required Facilities.

I certify the following: (i) that the request for funds is solely to pay for the City's Project Allocation Share for the Required Facilities; and (ii) that, for Costs that are for Soft Costs or Hard Costs, I have reasonably determined that the funds being withdrawn hereby are needed to pay for such Costs and that such Costs are reasonably estimated to be due from District to pay Consultants or the Contractor within 90 calendar days after the date of this Withdrawal Request and Certificate.

Capitalized terms used herein shall have the same meaning given to such terms in the Cost Sharing Agreement that is referenced in the Escrow & Pay Agent Agreement.

AGREED TO AND CERTIFIED BY, AS OF THE DATE SET FORTH ABOVE:

THE DISTRICT:

Cole Ranch Improvement District No. 1 of Denton County, Texas

By: _____
_____, Board of Directors

ATTEST:

By: _____
_____, Board of Directors

EXHIBIT C
ESCROW AGENT'S FEE SCHEDULE

The Escrow Agent's fee is \$500 per draw of the Escrow Account. Upon request, the Escrow Agent will deliver to the City and the District an invoice for such fees following a Withdrawal Request.