

ORDINANCE NO. 26-0942

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A DEVELOPMENT AGREEMENT WITH DENTON ENTERPRISE OWNER, LLC WHEREIN THE DEVELOPER WILL DESIGN AND CONSTRUCT CERTAIN STREET PERIMETER IMPROVEMENTS ALONG WESTCOURT ROAD AND SPRINGSIDE DRIVE AS A REQUIREMENT OF THE DENTON ENTERPRISE LOGISTICS DEVELOPMENT; CONSTRUCT TWO LANES OF WESTCOURT ROAD EXTENDING TO AIRPORT ROAD IN LIEU OF CONSTRUCTING A BRIDGE AT CORBIN ROAD; THE CITY WILL ACQUIRE THE NECESSARY RIGHT-OF-WAY FOR THE WESTCOURT ROAD EXTENSION; WITH CITY PARTICIPATION NOT-TO-EXCEED \$866,067.00 FOR THE CONSTRUCTION OF THE ROADWAY IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the “City”) and Denton Enterprise Owner, LLC (the “Developer”) mutually desire to enter into an agreement, attached hereto as Exhibit “A” and fully incorporated herein for all purposes, for the design and construction of certain street perimeter improvements along Westcourt Road and Springside Drive; construction of two lanes of Westcourt Road extending to Airport Road in lieu of constructing a bridge at Corbin Road; city participation not-to-exceed \$866,067.00 for the construction of the roadway improvements (the “Agreement”); and

WHEREAS, the Developer owns approximately 102.9888 acres of land, generally located south of Airport Road and east of Westcourt Road within the city limits of Denton (the “Development”), and are in the process of developing and improving the property for industrial warehouses; and

WHEREAS, the City has adopted the 2022 Mobility Plan (the “Mobility Plan”), comprising a thoroughfare plan map and associated thoroughfare standards, guiding the buildout of the City’s roadway, sidewalk, and on-street bicycle transportation network; and

WHEREAS, standard application of Section 7.8.7.B of the Denton Development Code relating to perimeter street improvement regulations would require construction of a bridge at Corbin Road and perimeter improvements along Westcourt Road and Springside Drive; and

WHEREAS, Developer has represented to the City that the perimeter street improvement costs related to the bridge at Corbin Road would render Developer’s Development economically infeasible; and

WHEREAS, because development of the Property already requires certain perimeter street improvements along Westcourt Road and Springside Drive, the Parties agree that the City will forgo requiring the Corbin Road bridge improvements in exchange for Developer constructing additional length of Westcourt Road from Airport Road to approximately 465 linear feet south of Springside Drive and realigning Westcourt Road (the “Westcourt Road Extension”); and

WHEREAS, pursuant to the Mobility Plan, Westcourt Road is designated as a future primary arterial, and the construction of this roadway benefits the public as it achieves the goals of the Mobility Plan by providing a primary north-south thoroughfare from Airport Road to the future Loop 288; and

WHEREAS, although the Corbin Road bridge improvement is also contemplated by the Mobility Plan, the City finds that forgoing Corbin Road bridge improvement is less impactful on the Mobility Plan goals than forgoing the Westcourt Road Extension; and

WHEREAS, Westcourt Road is included in the 2024 Roadway Impact Fee Capital Improvement plan as project A-31; and

WHEREAS, Chapter 212, Subchapter C, of the Texas Local Government Code (“TLGC”) governs contracts between municipalities and developers where a developer constructs public improvements and the municipality participates in the cost thereof; and

WHEREAS, pursuant to TLGC Section 212.072(b)(1), the City’s participation in the Westcourt Road Extension is limited to the following: (i) \$866,067.00 of the construction cost of the Project, (ii) the costs of acquisition of the ROW, and (iii) providing certain financial credits and funding to ensure the completion of the Westcourt Road Extension; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or their designated representative, is hereby authorized to execute the Agreement which is attached hereto and incorporated herein as Exhibit A.

SECTION 3. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

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 _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Michael Ferrie, Jr., At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY
ATTORNEY

BY: Healy McMahon

Exhibit “A”
Development Agreement

STATE OF TEXAS §
COUNTY OF DENTON §

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and among Denton Enterprise Owner, LLC, a Delaware limited liability company, ("Developer"), acting by and through its duly authorized officers, with a principal place of business located at 1776 Peachtree St NW STE 100, Atlanta, GA 30309, and the City of Denton ("City"), a home-rule city and a political subdivision of the State of Texas, acting by and through its duly authorized officers (Developer and City, herein referred to individually as "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Developer owns an approximately 102.9888 acre property more particularly depicted on **Exhibit "A"** attached hereto and incorporated herein (the "**Property**"); and

WHEREAS, development of the Property will result in an industrial development that will bring economic benefit to the City (the "**Development**"); and

WHEREAS, the City has adopted the 2022 Mobility Plan (the "**Mobility Plan**"), comprising a thoroughfare plan map and associated thoroughfare standards, guiding the buildout of the City's roadway, sidewalk, and on-street bicycle transportation network; and

WHEREAS, standard application of Section 7.8.7.B of the Denton Development Code relating to perimeter street improvement regulations would require construction of a bridge at Corbin Road and perimeter improvements along Westcourt Road and Springside Drive; and

WHEREAS, Developer has represented to the City that the perimeter street improvement costs related to the bridge at Corbin Road would render Developer's Development economically infeasible; and

WHEREAS, because development of the Property already requires certain perimeter street improvements along Westcourt Road and Springside Drive, the Parties agree that the City will forgo requiring the Corbin Road bridge improvements in exchange for Developer constructing additional length of Westcourt Road from Airport Road to approximately 465 linear feet south of Springside Drive and realigning Westcourt Road (the "**Westcourt Road Extension**"); and

WHEREAS, pursuant to the Mobility Plan, Westcourt Road is designated as a future primary arterial, and the construction of this roadway benefits the public as it achieves the goals of the Mobility Plan by providing a primary north-south thoroughfare from Airport Road to the future Loop 288; and

WHEREAS, although the Corbin Road bridge improvement is also contemplated by the Mobility Plan, the City finds that forgoing Corbin Road bridge improvement is less impactful on the Mobility Plan goals than forgoing the Westcourt Road Extension; and

WHEREAS, Westcourt Road is included in the 2024 Roadway Impact Fee Capital Improvement plan as project A-31; and

WHEREAS, in lieu of the Corbin Road bridge construction, the City is allowing the Developer to construct two (2) lanes of Westcourt Road extending to Airport Road, in addition to making the other required perimeter street improvements to Westcourt Road and Springside Drive, as shown in **Exhibit “B”**, which is attached hereto and incorporated herein (collectively, the **“Project”**); and

WHEREAS, Chapter 212, Subchapter C, of the Texas Local Government Code (**“TLGC”**) governs contracts between municipalities and developers where a developer constructs public improvements and the municipality participates in the cost thereof; and

WHEREAS, pursuant to TLGC Section 212.072(b)(1), the City’s participation in the Westcourt Road Extension is limited to the following: (i) \$866,067.00 of the construction cost of the Project, (ii) the costs of acquisition of the ROW, and (iii) providing certain financial credits and funding to ensure the completion of the Westcourt Road Extension as described in Section 2; and

WHEREAS, the purpose of this Agreement is to memorialize Developer’s intent to construct the Project, and the City’s obligation to acquire ROW and provide financial credits and funds to ensure the completion of the Westcourt Road Extension portion of the Project.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the Parties agree as follows:

SECTION 1. PROJECT AMOUNT

A. INCORPORATION OF RECITALS.

1. The City and Developer agree that the recitals set forth above, which are incorporated herein by reference, are true and correct and form the basis upon which the Parties have entered into this Agreement.

B. PROJECT

1. The Developer has calculated and the City has approved Developer’s estimate for the design and construction of the Project of **Seven Million, Six Hundred Seventy-Three Thousand, Five Hundred Dollars and Zero Cents (\$7,673,500.00)**, (the **“Project Amount”**) as shown on **Exhibit “C”**.
2. **Developer Obligations.**
 - (a) Developer shall be responsible for the design and construction of two (2) lanes of Westcourt Road extending to Airport Road, as well as all required related improvements to Springside Drive, to be completed prior to issuance of any certificate of occupancy related to the Development (subject to Section 1.B.3.(c) below); provided, however, that

the City must acquire all necessary ROW for the Westcourt Road Extension and deliver the same to Developer prior to the date Developer is required to commence construction of the Westcourt Road Extension.

(b) **Financial Guaranty.** To the extent required by law, Developer may not initiate or cause initiation of construction of any portion of the Project until Developer has provided the City with adequate financial security to guaranty Developer's completion of the Project once it has started. The Developer may provide, or cause to be provided through a third-party contractor, any financial guarantees that the City currently allows to facilitate the construction of public facilities. Such financial guarantees expressly include Developer delivering, or causing to be delivered through a third-party contractor, Performance, Payment, and Maintenance bonds executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code. Such bonds shall cover the full amount of the cost to construct the Project, shall be on the City's standard form, and shall contain a agent for service of process located in the State of Texas.

3. **City Obligations.**

(a) **ROW Acquisition.** On or before September 14, 2026, the City will initiate the acquisition process, for parcels where ROW is not being granted by plat, by sending each of the affected property owners an initial offer letter as required by Section 21.0111 of the Texas Property Code (the "**ROW Acquisition Process**") for all ROW necessary for the Westcourt Road Extension and use commercially reasonable efforts thereafter to acquire the ROW in an expeditious manner, recognizing that time is of the essence, and deliver the acquired ROW (or otherwise make the ROW available to Developer for construction through a license agreement or temporary easement) to Developer. Until final acquisition of the ROW, the City will provide Developer with status updates at each milestone of the ROW Acquisition Process, including, when initial or final offer letter(s) are mailed, upon filing of condemnation lawsuit(s), any special commissioners' hearings, and upon receipt of any court orders.

(b) **Notice; coordination.** If the City does not initiate the ROW Acquisition Process for the Westcourt Road Extension by September 14, 2026, the City must promptly notify Developer in writing. Thereafter, the Parties will negotiate in good faith regarding an extension or alternative arrangement.

(c) **ROW delay; no CO hold-up.**

- i. Developer will have no obligation to commence construction of the Westcourt Road Extension until the ROW for the Westcourt Road Extension is acquired by the City (or otherwise made available for construction).
- ii. Notwithstanding anything to the contrary, if completion of the

Westcourt Road Extension is delayed by the City's failure to timely deliver the ROW prior to the date that any permits, approvals, or certificates of occupancy are requested for the Development, the City will not withhold, delay, or condition the issuance of any permits, approvals, or certificates of occupancy for the Development on completion of the Westcourt Road Extension.

- iii. Nothing in Section 3(c) relieves the Developer's obligation to construct the Westcourt Road Extensions following delivery of the ROW necessary to complete the project.

SECTION 2. FINANCIAL PARTICIPATION AND CREDITS

- A. **Developer Cost.** The Developer is responsible for funding the design and construction of the Project.
- B. **ROW Acquisition Costs.** The City will fully fund the ROW acquisition for the Westcourt Road Extension.
- C. **City Funding.** The City shall provide additional funding to the Developer from Roadway Impact Fees collected from Service Area C to facilitate construction of the Project in an amount not to exceed **Eight Hundred Sixty-Six Thousand Sixty-Seven Dollars and Zero Cents (\$866,067.00)** (the "**City's Contribution**").
- D. **Roadway Impact Fee Credit and Waiver.** City acknowledges that the Development is eligible for Roadway Impact Fee Credits pursuant to the City of Denton Code of Ordinances and any related administrative rules. City hereby agrees to provide Developer with a full credit equal to one hundred percent (100%), an estimated \$446,000, of all Roadway Impact Fees that would otherwise be assessed against the Development. The City agrees that, as a result of this full credit, Developer shall not owe, and the City shall not collect, any Roadway Impact Fees for this Development.
- E. **Traffic Signal Cost Participation.** The Developer shall contribute an amount not to exceed Two Hundred Thirty-Two Thousand and 00/100 (\$232,000.00) ("**Traffic Signal Cost**") to the City for the construction of a traffic signal located at the intersection of Airport Rd. and Westcourt Rd. The Traffic Signal Cost satisfies all of Developer's obligations related to traffic signals for the Development.
- F. **Payment Terms.** After completion and acceptance of the Project by the City, the Developer will provide an accounting of the actual project costs (the "**Accounting Notice**"). City agrees to pay the City's Contribution within sixty (60) days of the Accounting Notice.
- G. **Netting of Traffic Signal Cost.** The Traffic Signal Cost owed by the Developer to the City shall be netted against the City's Contribution. Accordingly, when the City's Contribution becomes due and payable, the City shall deduct the Traffic Signal Cost from the City's Contribution and pay the net amount to the Developer.

SECTION 3. TERM

The term of this Agreement shall begin on the date that all Parties have executed this Agreement (the "Effective Date") and terminate upon the complete performance of all obligations and conditions precedent by the Parties to this Agreement.

SECTION 4. DESIGN AND CONSTRUCTION

Developer shall submit Civil Engineering Plans for the Project for City review and approval, which approval will not be unreasonably withheld, conditioned, or delayed. The construction of the Project will be in conformance with the approved City Civil Engineering Plans for the Project. Developer may make minor plan modifications that do not affect the overall design concept or reduce the size, capacities, capabilities, or quality of the Project by submitting revisions to the assigned public works inspector with review and approval by the City.

SECTION 5. INDEMNITY

DEVELOPER SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST: (I) ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY CONTESTS OR CHALLENGES THE LEGAL AUTHORITY OF THE CITY OR DEVELOPER TO ENTER INTO THIS AGREEMENT; AND (II) ANY AND ALL LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCUR AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF DEVELOPER IN CONNECTION WITH THE PROJECT, INCLUDING BUT NOT LIMITED TO DESIGN AND/OR CONSTRUCTION; PROVIDED, HOWEVER, THAT DEVELOPER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ANY INDEMNITEE, OR THE BREACH BY THE CITY OF THIS AGREEMENT.

SECTION 6. REMEDIES

- A. If a default by either Party occurs and continues after thirty (30) days written notice to cure such default (or, if such default cannot reasonably be cured within thirty (30) days, such longer period as may be reasonably necessary to effectuate a cure, provided the defaulting Party commences cure within such thirty (30) day period and diligently pursues the same to completion), the non-defaulting Party may terminate this Agreement, upon written notice to the defaulting Party and pursue any and all remedies available at law or in equity.
- B. The Parties agree that this Agreement and the funding of the Project herein constitutes a contract for goods or services that qualifies as a "contract subject to this subchapter" for purposes of Subchapter I of Chapter 271 of the Local Government Code. The Parties agree

that by entering into and performing its obligations under this Agreement the City waives its sovereign immunity and agrees not to raise sovereign immunity as a defense to any actions brought by Developer to enforce the obligations of the City hereunder and the contractual rights provided to Developer herein.

- C. Nothing in this Section, nor the election of the Parties to not exercise a right or seek a remedy at a particular time, shall be construed as a waiver or release of any right, remedy, or cause of action that is available to the Parties under or as a result of this Agreement, in equity or at law.
- D. If any Party files any action or brings any proceeding against another Party arising from this Agreement, then the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

SECTION 7. VENUE AND GOVERNING LAW

This Agreement is performable in Denton County, Texas, and venue of any action arising out of this Agreement shall be exclusively in Denton County, Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

SECTION 8. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited with a nationally reputable overnight courier service, addressed to the recipient at the recipient's address shown below, subject to the right of either Party to designate a different address by notice given in the manner just described.

If intended for City to:

The City of Denton
Cassey Ogden, Interim City Manager
215 East McKinney
Denton, Texas 76201

With copy to
City Attorney
Mack Reinwand
215 East McKinney, Suite 100
Denton, Texas 76201

If intended for Developer to:

Denton Enterprise Owner, LLC
Attn: Josh Meredith
5960 Berkshire Lane

Suite 600
Dallas, Texas 75225

With copy to:

Jackson Walker, L.L.P.
William S. Dahlstrom
2323 Ross Avenue, 6th Floor
Dallas, Texas 75201
E-mail: wdahlstrom@jw.com

SECTION 9. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable state and federal laws.

SECTION 10. SEVERABILITY

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 thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 11. COUNTERPARTS AND ELECTRONIC SIGNATURES

- A. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- B. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign or DocuSign.

SECTION 12. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 13. SUCCESSORS AND ASSIGNS

- A. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of whether the Subject Property is developed as the Development, or as any other alternative use.

- B. Developer may, at any time, assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without the consent of the City provided that Developer provides the City written notice of the same. For purposes of this Agreement, "Affiliate" means any corporation, general partnership, limited partnership, limited liability partnership, trust, company (including, without limitation, any limited liability company or joint stock company) or other association, enterprise, organization, or entity that, directly or indirectly, through one or more intermediaries, that controls, is controlled by, or under common control with the Developer.
- C. Developer may collaterally assign this Agreement to a third-party lender or financial institution without the prior written consent of the City, provided that Developer provides the City with written notice of the same.
- D. Except as otherwise provided herein, Developer may not assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to any third-party non-Affiliate without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

SECTION 14. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters contained in this Agreement and, except as otherwise provided in this Agreement, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement. The Parties further stipulate that with respect to the limited scope of this Agreement, the funds provided are not disproportionate to the burdens of the development. The Parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code. The Parties further stipulate that this Agreement is governed by Chapter 212.072 of the Texas Local Government Code and that City is constrained from contributing more than thirty percent of the contract price.

SECTION 15. DEVELOPER WAIVER AND RELEASE

- A. The Developer expressly acknowledges and agrees that the execution of this Agreement is made voluntarily by the Developer and not as a requirement of the City under its Code of Ordinances or Denton Development Code.
- B. The Developer expressly acknowledges and agrees that the Development is still subject to the assessment of water and wastewater impact fees, as well as other dedication, construction, and fee requirements and costs associated with the Development. The Parties agree that the payment of fees and construction of roadways by Developer set forth herein satisfies all obligations of Developer for roadway improvements for the Development and that no other fees, costs, expenses, or charges will be imposed on Developer with respect to the Development except for fees related to the inspection of the public facilities by the City.

- C. The Developer expressly acknowledges and agrees that:
1. As of the Effective Date, the Project Amount is roughly proportional to the benefits received and burdens imposed by the Development.
 2. As of the Effective Date, all prerequisites to a determination of the Development related roadway and street requirements for the Project have been met, and that the Project Amount is related both in nature and extent to the impact of the Development upon the City and the needs related thereto.
 3. Developer further expressly acknowledges and agrees that it waives any claims against the City for reimbursement of the Project Amount should the City receive additional monies as the result of another development that would be subject to contribution for further increases in capacity needed to Westcourt and Springside based on a rough proportionality analysis.

SECTION 16. MISCELLANEOUS

- A. Boycott of Israel. The Developer represents, to the current actual knowledge of the individual signing this Agreement on behalf of the Developer as set forth on the signature page hereto (the "Developer's Officer"), in such Developer's Officer's representative capacity on behalf of the Developer, that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer, as of the date of this Agreement, (i) boycotts Israel; or (ii) will boycott Israel during the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- B. Boycott of Certain Energy Companies. The Developer represents, to the current actual knowledge of the Developer's Officer, in such Developer's Officer's representative capacity on behalf of the Developer, that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2276.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2276 of the Texas Government Code, and subject to applicable federal law, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer, as of the date of this Agreement, (i) boycotts energy companies; or (ii) will boycott energy companies during the term of this Agreement. The term "boycott energy companies" as used in this paragraph has the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code, as amended.
- C. Discrimination Against Firearm Entity or Firearm Trade Association. The Developer represents, to the current actual knowledge of the Developer's Officer, in such Developer's Officer's representative capacity on behalf of the Developer, that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section

2274.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2274 of the Texas Government Code, and subject to applicable federal law, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer, as of the date of this Agreement, (i) has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or (ii) will discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term “discriminate against a firearm entity or firearm trade association” as used in this paragraph has the meanings assigned to the term in Section 2274.001 of the Texas Government Code, as amended.

- D. Iran, Sudan and Foreign Organizations. Section 2252.151 of the Texas Government Code defines a “governmental contract” as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Developer represents, to the current actual knowledge of the Developer’s Officer, in his or her representative capacity on behalf of the Developer, that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Subchapter F of Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- E. Form 1295. To the extent required by law, Developer has either submitted to the City an executed Form 1295 completed on and generated by the Texas Ethics Commission’s (the “TEC”) online system in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”), or demonstrated that it is a publicly traded business entity or a wholly owned subsidiary of the business entity for which the requirements of Form 1295 do not apply. If Developer submits Form 1295, City agrees to acknowledge such form on the TEC’s website not later than the 30th day after the receipt of such form.

[signature pages follow]

EXECUTED on the Effective Date, by the City, signing by and through its City Manager, and by the Developer, acting through its duly authorized officers.

CITY OF DENTON

CASSEY OGDEN,
INTERIM CITY MANAGER

By: _____

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

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



SIGNATURE
Charlie Rosendahl

PRINTED NAME
Director

TITLE
Development Services

DEPARTMENT
7/24/26

DATE

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

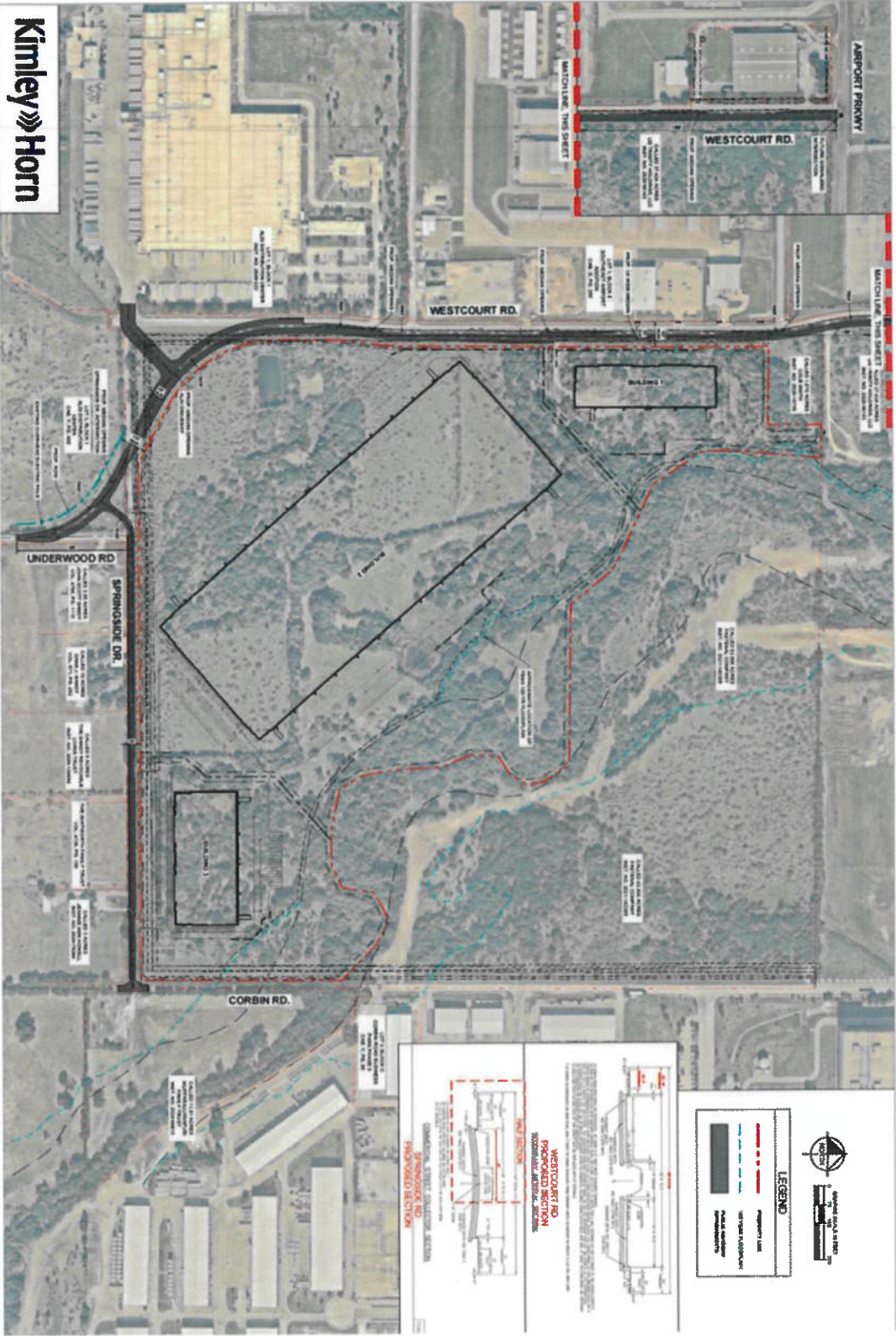
DEVELOPER

**DENTON ENTERPRISE OWNER, LLC,
a Delaware limited liability company**

By: _____
JOSH MEREDITH
MANAGER

[illegible]

EXHIBIT B
PROJECT



Kimley»Horn

**EXHIBIT C
PROJECT AMOUNT**

The Parties acknowledge and agree that the Project Amount represents the overall budget for the Project and that the individual line item amounts shown on this Exhibit "C" are budgeted estimates only. Developer shall not be held to the specific budgeted amount for any individual line item, and Developer may reallocate funds between budgeted line items as the Project demands without the approval of the City.

GC	Roadway Improvements	\$5,460,270.00
GC	Performance Bonds	\$58,000.00
GC	Gas Pipeline Realignment	\$1,350,000.00
GC	Streetlights	\$415,000.00
Eng	35% off-site Roadway Plans	\$90,000.00
Eng	Final Offsite Roadway Drawings	\$195,000.00
Eng	Airport Road TxDOT DW Permit	\$18,000.00
Eng	Additional Topo Survey	\$8,500.00
MT	Material Testing	\$78,730.00
Total		\$7,673,500.00