

ORDINANCE NO. 26-0762

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE A DEVELOPMENT AGREEMENT WITH JSC-CCI DENTON I, LLC AND JSC-CCI DENTON II, LLC FOR REMOVAL OF AN EXISTING SEWER LINE; CONSTRUCTION AND REMOVAL OF A TEMPORARY SEWER LINE TO SERVE THE SUMMIT35 DEVELOPMENT, GENERALLY LOCATED NORTH OF LOOP 288 AND EAST OF NORTH I-35 WITHIN THE CITY LIMITS OF DENTON, TEXAS; THE DEVELOPERS' GRANT OF A 40 FOOT WATER EASEMENT FOR FUTURE USE BY THE CITY; THE ABANDONMENT OF RELATED EASEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the "City") and JSC-CCI DENTON I, LLC and JSC-CCI DENTON II, LLC (collectively the "Developer Parties") mutually desire to enter into an agreement, attached hereto as Exhibit "A" and fully incorporated herein for all purposes, for the removal of an existing sewer line; construction, dedication, and subsequent removal of a temporary sewer line; the Developer Parties' grant of a 40 foot water easement, and the abandonment of related easements (the "Agreement"); and

WHEREAS, the Developer Parties intend to own approximately 68.175 acres of land, generally located north of Loop 288 and east of North I-35 within the city limits of Denton (the "Summit35 Development"), and are in the process of developing and improving the property for industrial warehouses; and

WHEREAS, the City's Capital Improvement Plan calls for relocation of water and wastewater utilities as part of the Milam Creek Basin Wastewater Line and Lift Station Project – CIP 220020-1 (the "CIP Project"); and

WHEREAS, the CIP Project has an expected completion date in December of 2026; and

WHEREAS, the CIP Project calls for installing approximately 9,600 feet of wastewater pipeline along I-35 within a designated utility easement that extends into the Summit35 Development; and

WHEREAS, the Developer Parties wish to begin construction of the Summit35 Development before completion of the CIP Project, to remove an existing 8-inch existing sewer line (the "Existing Line"), and to construct, and later remove, an 8-inch temporary sewer line to be dedicated to the City (the "Temporary Line"); and

WHEREAS, the Developer Parties recognize the City has an interest in ensuring that the Temporary Line, which will become public property upon completion and acceptance by the City, is properly constructed in accordance with the plans and specifications approved by the City; and

WHEREAS, at their sole cost and expense, the Developer Parties will remove the Existing Line and, upon the City's completion of the CIP project, remove the Temporary Line; and

WHEREAS, prior to the City's acceptance of the Temporary Line, the Developer Parties will grant a forty (40) foot water utility easement to the City for a future water line along the

southern boundary of the Summit35 Development; and

WHEREAS, upon the Developer Parties' compliance with all terms and conditions related to easement abandonment, the City will abandon easements associated with the Summit35 Development, as outlined in the Agreement.

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

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

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

SECTION 3. The City Council of the City of Denton hereby authorizes the City Manager to execute quitclaim deeds evidencing the abandonment of easements stated in, and pursuant to the terms of and conditions of, the Development Agreement attached hereto as Exhibit "A".

SECTION 4. The City Council of the City of Denton, hereby 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.

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 Gerard Hudspeth: | _____ | _____ | _____ | _____ |
| Jordan Villarreal, District 1: | _____ | _____ | _____ | _____ |
| Nick Stevens, District 2: | _____ | _____ | _____ | _____ |
| Suzi Rumohr, District 3: | _____ | _____ | _____ | _____ |
| Joe Holland, District 4: | _____ | _____ | _____ | _____ |
| Brandon Chase McGee, At Large Place 5: | _____ | _____ | _____ | _____ |
| Jill Jester, At Large Place 6: | _____ | _____ | _____ | _____ |

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

GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

Exhibit "A"
Development Agreement

**DEVELOPMENT AGREEMENT
FOR
TEMPORARY SEWER LINE**

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This DEVELOPMENT AGREEMENT FOR TEMPORARY SEWER LINE (this "**Agreement**") is entered into by JSC-CCI DENTON I, LLC, a Delaware limited liability company ("**Phase 1 Owner**"), and JSC-CCI DENTON II, LLC, a Delaware limited liability company ("**Phase 2 Owner**"), each acting by and through their duly authorized officers and with a principal place of business located at 4890 Alpha Road, Suite 100, Dallas, TX 75244, (Collectively, the "**Developer Parties**") and the City of Denton (the "**City**"), a home-rule municipality and a political subdivision of the State of Texas acting by and through its duly authorized officers, is effective June 16, 2026 (the "**Effective Date**"). Developer Parties and City may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Developer Parties intend to own approximately 68.175 acres of land, generally located north of Loop 288 and east of North I-35 (the "**Summit35 Development**"), that they wish to develop into industrial warehouses, as such property is depicted on the plat attached as **Exhibit "A"** (the "**Plat**") and recorded in CC#2026-196 in the Map Records of Denton County, Texas; and

WHEREAS, Phase 1 Owner intends to take title to all of Lots 1, 2 and 3, in Block A, as designated on the Plat (the "**Phase 1 Property**"), and Phase 2 Owner intends to take title to all of Lots 4, 5, and 6, in Block A, as designated by the Plat (the "**Phase 2 Property**"); and

WHEREAS, the Summit35 Development is solely comprised of the Phase 1 Property and the Phase 2 Property; and

WHEREAS, the City's Capital Improvement Plan provides for the relocation of water

and wastewater utilities as part of the Milam Creek Basin Wastewater Line and Lift Station Project (the "**CIP Project**"), CIP 220020-1, with an expected completion date in December of 2026; and

WHEREAS, the CIP Project calls for the installation of approximately 9,600 feet of wastewater pipeline along I-35 within a designated utility easement that extends into the Summit35 Development; and

WHEREAS, Developer Parties wish to begin construction of the Summit35 Development before completion of the CIP Project; and

WHEREAS, Developer Parties wish to enter into an agreement with the City to provide for Developer Parties' removal of the existing 8-inch sewer line (the "**Existing Line**") located within that certain sanitary sewer easement granted filed November 30, 2012, recorded in CC# 2012-135859, in the Real Property Records of Denton County, Texas (the "**Existing Sewer Line Easement**") and construction and later removal of an 8-inch temporary sewer line (the "**Temporary Line**"), as depicted in **Exhibit "D"** attached hereto and incorporated herein.

WHEREAS, the Developer Parties will dedicate the Temporary Line to the City, subject to the terms of this Agreement and City review and approval under Project Number CEP25-0080—the plans and specifications of which are incorporated herein and made a part hereof by reference; and

WHEREAS, the Temporary Line is necessitated by and will serve the Development; and

WHEREAS, the Developer Parties agree the Temporary Line is roughly proportional to the benefits received and burdens imposed by the Development; and

WHEREAS, this Agreement is required to ensure the Temporary Line is 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 Temporary Line is constructed in accordance with plans and specifications to be prepared, signed, and sealed by Kimley Horn & Associates (the "**Developer Parties' Engineer**") and on file with the City (the "**Project**

Specifications"); and

WHEREAS, the Developer Parties understand 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 Parties understand and agree that they are responsible for and have retained the Developer Parties' Engineer, at their sole expense, to design the Temporary Line in accordance with the Plans and Specifications and applicable state and federal regulations, taking into consideration site conditions that may impact the Temporary Line; and

WHEREAS, the Developer Parties recognize the City has an interest in ensuring that the Temporary Line, which will, upon completion and acceptance by the City, become public property, is properly constructed in accordance with the Plans and Specifications; and

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 Temporary Line before the expiration of the Maintenance Bond; and

WHEREAS, the Developer Parties agree that a Performance Bond, a Payment Bond, and a Maintenance Bond will be furnished by the Developer Parties 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 Agreement, the Parties agree to the following terms and conditions:

ARTICLE I

TEMPORARY LINE CONSTRUCTION AND REMOVAL

1. **Project Description**. Subject to the terms of this Agreement, the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, the City of Denton Criteria Manual, and all other applicable City rules or regulations, the Developer Parties shall design and construct the Temporary Line depicted in **Exhibit "D"**, attached hereto and

incorporated herein for all purposes. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the Temporary Line, the more restrictive and/or stringent of the conflicting portion(s) shall apply.

2. **Design, Construction, and Dedication.** Developer Parties shall design and construct the Temporary Line at their sole cost and expense and in accordance with the Plans and Specifications, subject to review and approval by the City of Denton. Upon the City's written acceptance of the Temporary Line and Developer Parties' connection of the Temporary Line to the City of Denton's wastewater collection system, Developer Parties shall dedicate the Temporary Sewer Line to the City without compensation by an appropriate legal instrument approved by the City Attorney (the date the foregoing events occur being referred to herein as the "**Temporary Line Dedication Date**").
3. **Permits.** Developer Parties shall secure necessary permits for construction of the Temporary Line by following the City's processes and reviews. Developer Parties shall complete construction in compliance with the permits.
4. **Construction Conflicts.** Construction of the Temporary Line shall in no way impede the work completed or to be completed by the City related to the Milam Creek Basin Wastewater Line and Lift Station, CIP 220020-1 (For example, and without limitation, a separate trench under or over a new utility line).
5. **Easements.**
 - a. Prior to the City's acceptance of the Temporary Line, Developer Parties must grant a forty (40) foot water utility easement to the City for a future water line along the southern property boundary, as depicted on **Exhibit "B"**, attached hereto and incorporated herein (the "**Water Easement**"). The Water Easement must be substantially similar to the form attached hereto as **Exhibit "C"** and be submitted to the City for its review. The Water Easement is subject to City approval and must provide the City with the ability to access, operate, and maintain the future water line.
 - b. After Developer Parties have taken ownership of the Summit35 Development, but before any construction begins, Developer Parties must grant a sewer line easement to the City for the Temporary Line depicted in **Exhibit "D"** (the "**Temporary Line**

Easement"), attached hereto and incorporated herein. The easement must be submitted to the City for its review and approval; provide the City with the ability to access, operate, and maintain the Temporary Line; and be substantially similar to the form attached hereto as **Exhibit "C"**.

c. Developer Parties shall provide and cause any easements required in this Agreement, to be free and clear of all liens, claims, charges, or encumbrances of any kind. If, after conveyance of said easements, any claim, lien, charge, or encumbrance is made, or found to exist, against said easements dedicated to the City, the Developer Parties 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.

d. **EACH DEVELOPER PARTY WARRANTS CLEAR TITLE TO THE EASEMENTS GRANTED BY SUCH DEVELOPER PARTY TO THE CITY UNDER THIS AGREEMENT FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER SUCH DEVELOPER PARTY, AND WILL DEFEND THE CITY AGAINST ANY ADVERSE CLAIM MADE AGAINST SUCH TITLE BY ANY PERSON CLAIMING BY, THROUGH, OR UNDER SUCH DEVELOPER PARTY.**

6. **Removal of the Existing Line and Temporary Line.**

a. Developer Parties shall submit a removal plan for the Existing Line and Temporary Line to the City for its review and written approval (the "**Removal Plan**"). The Removal Plan must be submitted to the City within sixty (60) days of the Effective Date.

b. The Developer Parties shall only remove the Existing Line and Temporary Line in accordance with a Removal Plan approved by the City in writing.

c. The Removal Plan must include timelines for Developer Parties' removal of the Existing Line and Temporary Line.

d. The Removal Plan must be approved in writing by the City prior to the abandonment of any easement related to the Existing Line or Temporary Line.

- e. Upon its completion of the CIP Project, the City shall provide notice to the Developer Parties of the exact date and time the Temporary Line must be disconnected (the "**Disconnection Deadline**"). Developer Parties shall completely disconnect the Temporary Line from the City's force main on the Disconnection Deadline. Developer Parties must repair the force main connected to the Temporary Line **at the Developer Parties' sole cost and expense, if the repair is deemed necessary by the City.**
 - f. Developer Parties must remove the entire Temporary Line after it is disconnected under Subsection e. of this Section 6 in accordance with the approved Removal Plan.
 - g. The Developer Parties shall remove the Existing Line and Temporary Line at their sole cost and expense.
 - h. The City may withhold any notice-to-proceed to construction for future phases of the Summit35 Development if the Developer Parties fail to obtain City approval for their Removal Plan under this Section 6.
 - i. If the Developer Parties fail to remove and disconnect the Existing Line or Temporary line in accordance with the Removal Plan, the City may remove and disconnect either or both of the lines. The Developer Parties must promptly reimburse the City for all costs associated with the City's removal and disconnection of either or both of the lines under this Section 6.i.
 - j. Nothing in this Agreement shall prohibit Developer Parties from commencing or continuing construction of the Summit35 Development, including the Phase 1 Property, pursuant to permits and a Notice-To-Proceed issued by the City, provided that Developer Parties comply with the Code of Ordinances of the City of Denton, Texas, the Denton Development Code, and all applicable state laws and regulations; comply with Article I Section 4; and do not remove, damage, impair, obstruct, or materially interfere with the Existing Line or the Temporary Line, except in accordance with the approved Removal Plan and the terms of this Agreement.
7. **Incorporation of Exhibits by Reference.** All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- **Exhibit "A"**- The Plat
- **Exhibit "B"** - The Water Easement
- **Exhibit "C"** - Form of Easement
- **Exhibit "D"** - The Temporary Line
- **Exhibit "E"** - Easements To Be Abandoned

8. **Abandonment of Existing Easements.**

- a. As a material inducement of the Developer Parties' entering into this Agreement, City has agreed to abandon, vacate, and release the Summit35 Development from (1) the Existing Sewer Line Easement (as defined in the Recitals) and (2) that certain easement for public utilities filed February 12, 1975, recorded in Volume 735, Page 515, of the Real Property Records, Denton County, Texas (the "**Existing Utility Easement**", together with the Existing Sewer Line Easement being the "**Existing Easements**") upon satisfaction of the following conditions (the "**Abandonment Conditions**"):
 - i. Execution and acceptance of the Water Easement as set forth in Section 5.a above;
 - ii. Execution and acceptance of the Temporary Line Easement as set forth in Section 5.b above;
 - iii. Occurrence of the Temporary Line Dedication Date as set forth in Section 2 above;
 - iv. Developer Parties delivery to the City of a certified appraisal for the fair market values of the easement areas within the Existing Easements;
 - v. Developer Parties' delivery to the City of written consents or no-objection letters from any non-City utility providers within the easement abandonment areas, if any; and
 - vi. City's written approval of the Removal Plan.
- b. Developer Parties shall be responsible for reasonably accommodating affected utility providers, to the extent necessary as a result of Developer Parties' removal of the lines within the Existing Easements or Temporary Line Easement or the abandonment of the applicable easement, for relocation, construction, or replacement of infrastructure located within the applicable abandonment area.
- c. Following satisfaction of all the Abandonment Conditions, the City shall, promptly (but in no event later than sixty (60) days following satisfaction of all

the Abandonment Conditions), execute, acknowledge, and deliver to each Phase 1 Owner and Phase 2 Owner a Quitclaim Deed abandoning, releasing and quitclaiming the Existing Easements located upon such owner's property, which owners may record in the Real Property Records of Denton County, Texas. The City's approval of this Agreement shall constitute City Council approval of such abandonment, subject only to administrative verification that the Abandonment Conditions have been satisfied, and no further discretionary approval, public hearing, City Council action, or additional condition shall be required except to the extent expressly required by applicable law.

- d. Upon the completion of the wastewater infrastructure associated with the CIP Project, disconnection and removal of the Temporary Line in accordance with the approved Removal Plan, and Developer Parties' completion of the conditions in 8.d.i-iii, the City shall, promptly (but in no event later than sixty (60) days following satisfaction of the following), execute, acknowledge, and deliver to each Phase 1 Owner and Phase 2 Owner a Quitclaim Deed abandoning, releasing, and quitclaiming the Temporary Line Easement located upon such owner's property, which owners may record in the Real Property Records of Denton County, Texas.
 - i. Developer Parties delivery to the City of a certified appraisal for the fair market values of the easement areas within the Temporary Line Easement; and
 - ii. Developer Parties submission to the City of written endorsement and consent of easement abandonment areas for all affected utility providers; and
 - iii. The Temporary Line shall be removed prior to the abandonment of the Temporary Line Easement.
- e. The City's obligations under this Section 8 shall survive any expiration or termination of this Agreement, including termination for convenience.
 - i. The quitclaim provided will be made subject to all present zoning and deed restrictions, if the latter exist, and subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground, or otherwise.
 - ii. The abandonment and quitclaim provided shall extend only to the public right, title, easement, and interest, and shall be construed to extend only to that interest the City Council of the City of Denton may legally and lawfully abandon and vacate.
 - iii. Upon evidence showing satisfaction of the requirements in this

Section 8, the City Manager, or designee, will execute a quitclaim deed document evidencing the abandonment of the easement area, suitable for recordation in the Real Property Records of Denton County, Texas.

ARTICLE II

COVENANTS OF DEVELOPER PARTIES AND CITY

1. **Covenants of Developer Parties.**

- a. Developer Parties shall complete construction of the Temporary Line no later than three (3) months from the issuance of a Notice-To-Proceed. "Notice-To-Proceed" means the document issued by the City permitting the Developer Parties to begin construction of the Temporary Line.
- b. In the event the Developer Parties are unable to meet the deadline in Section 1(a) of Article II, the Developer Parties 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 Parties are solely responsible for all costs associated with the design, construction, and removal of the Temporary Line.
- d. The Developer Parties agree that the City shall have no liability to the Developer Parties under this Agreement. By executing the Agreement, Developer Parties agree to rely solely on themselves, and not the City, for payment.

2. **Authority of City Engineer and Developer Parties Warranty.**

- a. All work on the Temporary Line 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.
- b. In addition to the Maintenance Bond as required herein, the Developer Parties warrant that the Temporary Line 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 Temporary Line 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.

c. The Developer Parties shall furnish the City with every reasonable facility for ascertaining whether the work performed was in accordance with the Plans and Specifications.

3. **Inspections, Tests, and Orders.**

a. The City may require Developer Parties, at their 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's Director of Development Services, or their designee.

b. The City shall perform:

i. Periodic inspections of the work;

ii. A final inspection prior to final acceptance by the City; and

iii. Inspections at 30 and 400 days from the date of final completion and acceptance of the Temporary Line by the City.

c. Upon failure of the Developer Parties 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 Parties 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 Temporary Line and the City may withhold, suspend, or revoke any permits or other approvals for the Summit35 Development until such matter is remedied to the satisfaction of the City.

d. Although the Temporary Line described herein may be accepted by the City, the City may recover damages against the Developer Parties and upon the bonds required herein if it is discovered that the Temporary Line was not built in accordance with the Plans and Specifications.

4. **Insurance.** Developer Parties 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.

5. **Means and Methods of Construction.** The Developer Parties may choose the means and methods of construction; subject, however, to the City's right to reject the Temporary Line when the means or method of construction does not, in the sole judgment of the City, ensure that the Temporary Line is constructed in accordance with the Plans and Specifications.
6. **Books and Records.**
 - a. The term "Books and Records" includes, without limitation, any item stated in the General Requirements section in the Plans and Specifications (e.g., material test reports, material tickets, material submittals, project schedules, TDLR inspections, As-Built plans, and project-specific specifications).
 - b. Any or all of the Developer Parties and their entities' Books and Records related to the construction of the Temporary Line shall be available for inspection by the City within 14 days of a request submitted by the City pursuant to Section 13 of Article IV.
 - c. All of the Developer Parties and their entities' Books and Records related to the construction of the Temporary Line shall be submitted to the City prior to the City's final acceptance of the Temporary Line.
7. **Performance Bonds.** The Developer Parties shall execute a Performance Bond in the full amount of the cost to construct the Temporary Line in favor of the City ensuring completion of the Temporary Line 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.
8. **Payment Bonds.** The Developer Parties shall execute a Payment Bond in the full amount of the cost to construct the Temporary Line 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.

9. **Maintenance Bonds.** The Developer Parties 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 of the Temporary Line. 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.
10. **Covenants of City of Denton.** Upon proper completion of the Temporary Line, and subject to all terms and conditions of this Agreement, the City agrees to accept the Temporary Line.
11. **Release of Warranty Period, Bond Requirements.** Notwithstanding anything to the contrary contained herein, following completion and acceptance by the City of the CIP Project, disconnection of the Temporary Line, and removal of the Temporary Line in accordance with the approved Removal Plan, repair of any affected City facilities, restoration of the affected property, and payment of any amounts then due to the City under this Agreement, the City shall release or consent to the termination of the Maintenance Bond and any remaining insurance, maintenance, and warranty obligations applicable solely to the Temporary Line, except for claims arising before such release or claims based on Developer Parties' failure to perform the foregoing obligations.

ARTICLE III

TERM AND TERMINATION

1. **Term.** This Agreement shall begin on the Effective Date and, unless otherwise terminated in accordance with this Agreement, continue until the date that each of the obligations of the Parties hereto has been satisfied ("Term").
2. **Termination.** This Agreement may be terminated upon any one of the following:
 - a. By written agreement of the Parties;
 - b. By the City for convenience and at its sole discretion;

- c. In accordance with Section 12 of Article IV for a Party's breach of any term or condition of this Agreement; or
 - d. If Developer Parties fail to acquire the property within ninety (90) days of the Effective date.
 - e. Upon Developer Parties' disconnection of the Temporary Line from the City's force main on the Disconnection Deadline and removal of the Temporary Line in accordance with an approved Removal Plan. Termination under this subsection shall not relieve the City of its obligations under Section 8 of Article I (Abandonment of Easements). In accordance with Section 4 of this Article III, all warranty and indemnification obligations shall survive any such termination.
3. **Non-Appropriation.** Notwithstanding any provisions contained herein, the obligations of the City under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. The Developer Parties shall not have a right of action against the City in the event the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. If the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the City, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice at the earliest possible time prior to the end of its fiscal year.
4. **Survival.** All warranty and indemnification obligations herein shall survive any termination unless the Party warranting, or indemnifying, is released by the other Party. Nothing in this Section 4 shall be construed to waive any sovereign, governmental immunity available to City, or its council, employees, and/or agents, under Texas law. Nothing in this Section 4, nor the election of the City 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 City under or as a result of this Agreement, in equity or at law.

ARTICLE IV

MISCELLANEOUS

1. **Incorporation of Recitals.** The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. **Agreement Controlling.** The provisions of this Agreement shall control over any conflicting provision of any agreement between the Developer Parties and City related to the construction of the Temporary Line.
3. **Necessary Documents and Actions.** Each Party agrees to execute and deliver all other and further instruments and undertake actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
4. **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.**
5. **Assignment.** This Agreement shall not be assigned by the Parties; provided, however, that Developer Parties may, upon notification to the City, assign this Agreement (in whole or as to the obligations and benefits allocable to a particular Phase) to an affiliate under common control with Developer Parties or, following completion and City acceptance of the Temporary Line, to a successor owner of the Phase 1 Property or the Phase 2 Property. The rights and obligations of this Agreement run with the Phase 1 Property and the Phase 2 Property, respectively, as set forth herein.
6. **Nexus and Rough Proportionality.** The Developer Parties acknowledge and agree that there is a reasonable nexus between the demands created by the Summit35 Development and the Temporary Line and that the costs associated with the construction and dedication of land for the Temporary Line are roughly proportional to the benefits received and the burdens imposed by the Summit35 Development. **EACH OF THE DEVELOPER PARTIES SHALL INDEMNIFY AND HOLD THE CITY HARMLESS AGAINST ANY CLAIM BY IT OR OTHERS CLAIMING THROUGH IT, THAT THE REQUIRED TEMPORARY LINE AND ASSOCIATED DEDICATION OF LAND ARE UNLAWFUL EXACTIONS.**

7. **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.
8. **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
9. **Authority to Execute.** The City and Developer Parties hereby warrant to the other that the person signing below is authorized on behalf of its respective limited liability company or government entity and is signing in the capacity to authorize and bind such Parties under the terms and conditions as set forth herein.
10. **Waivers.** Any provisions of this Agreement may be waived if such waiver is in writing and is signed by the City's Director of Development Services, or their designee, and the Developer Parties. 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 10. To the extent a right or benefit in this Agreement is expressly waived in writing by a Party, such waiver will not be applied other than strictly in accordance with the conditions expressed in such express written waiver and will not be implied to be continuing in nature.
11. **Remedies.** Except to the extent expressly provided otherwise, all remedies existing at law or in equity may be availed of by the City and shall be cumulative including, without limitation, specific performance, and the City shall be entitled to any reasonable attorney's fees, costs, or other expenses incurred in bringing or defending any action, as may be awarded by a tribunal of competent jurisdiction. Notwithstanding anything to the contrary herein, the Developer Parties shall be jointly and severally liable for all obligations related to the performance of either or both of the Developer Parties under this Agreement.
12. **Breach.** If a Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have sixty (60) days to cure the breach. If

the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party shall have all rights and remedies at law and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

13. **Notices.** All notices sent under this Agreement (except as otherwise expressly required) shall be written and mailed certified, return receipt requested, sent by electronic mail, or personally delivered to an officer of the receiving party at the following addresses:

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

PHASE 1 OWNER:
JSC CCI DENTON I, LLC
c/o Jackson-Shaw Company, LLC
4890 Alpha Road Suite 100
Dallas, TX 75244
Attn: Miles Terry
mterry@jacksonshaw.com

PHASE 2 OWNER:
JSC CCI DENTON II, LLC
c/o Jackson-Shaw Company, LLC
4890 Alpha Road Suite 100
Dallas, TX 75244
Attn: Miles Terry
mterry@jacksonshaw.com

Each party may change its address by written notice in accordance with this Section 13. Any communication addressed and mailed in accordance with this Section 13 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 Parties, as the case may be.

14. **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 13 of Article IV of this Agreement.
15. **INDEMNIFICATION.** THE DEVELOPER PARTIES AGREE TO DEFEND, INDEMNIFY, AND HOLD DENTON, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY LIABILITY IN CLAIMS, ADMINISTRATIVE PROCEEDINGS, OR LAWSUITS FOR JUDGMENTS, PENALTIES, FINES, COSTS, EXPENSES AND ATTORNEY'S FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, OR FOR VIOLATIONS OF STATE OR FEDERAL LAWS OR REGULATIONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY: (A) A BREACH OF THIS AGREEMENT BY EITHER OR BOTH OF THE DEVELOPER PARTIES; (B) THE NEGLIGENT ACT OR OMISSION OF EITHER OR BOTH OF THE DEVELOPER PARTIES, THEIR DIRECTORS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT OR EITHER OR BOTH DEVELOPER PARTIES' OPERATIONS; OR (C) THE CONDUCT OF EITHER OR BOTH OF THE DEVELOPER PARTIES, THEIR OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS THAT CONSTITUTES A VIOLATION OF STATE OR FEDERAL LAWS OR REGULATIONS OR OF PERMIT PROVISIONS. HOWEVER, THE INDEMNITY STATED ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING EXCLUSIVELY FROM THE SOLE NEGLIGENCE OF DENTON, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS.
16. **Governmental Immunity Not Waived.** Denton does not waive, nor shall it be deemed hereby to waive, any immunity or defense that would otherwise be available against claims made or arising from any act or omission resulting from the Agreement.
17. **Force Majeure.**
- a. In the event any Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, shall be suspended during the

continuance of the inability provided however, that due diligence is exercised to resume performance at the earliest practical time.

- b. As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the Force Majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the Force Majeure condition(s), and shall provide written notice at the time that the Force Majeure conditions have ceased. The cause, as far as possible, shall be remedied with all reasonable diligence.
 - c. The term "Force Majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy; orders of the government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; restraints of government and civil disturbances; explosions; breakage or accidents to equipment, pipelines, or canals; partial or complete failure of water supply; pandemics, and any other incapacities of either Party to be able to perform, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care.
18. **Severability.** In the event that any provision or portion of this Agreement 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 Agreement shall not affect in any way the legality, validity, or enforceability of any other provision or portion of this Agreement.
19. **Amendment.** No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the City and the Developer Parties respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

20. **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. The Parties stipulate that this Agreement does not satisfy any other development obligation under law or City ordinances.
21. **Counterparts.** 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.
22. **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.
23. **Successors and Assigns.** 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 Temporary Line is completed by Developer Parties or any other alternative use.
24. **Relationship of the Parties.** Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employer/employee or agency relationship. The Developer Parties shall be an independent contractor pursuant to this Agreement. Developer Parties do not have any express or implied right or authority to assume or create any obligations on behalf of the City or to bind the City to any contract, agreement, or undertaking with any third party.
25. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the City and the Developer Parties. Neither the City nor the Developer Parties intend by any provision of this Agreement to create any rights in any third party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the Developer Parties.
26. **Developer Parties Certifications.**
 - a. Pursuant to Section 2270.002 of the Texas Government Code, the Developer Parties hereby (i) represent that they do 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 they will not boycott Israel during the term of this Agreement. As used

in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001 of the Texas Government Code.

- b. The Developer Parties hereby represent that (i) they do not engage in business with Iran, Sudan, or any foreign terrorist organization and (ii) are not listed by the Texas Comptroller under Section 2252.153 of the Texas Government Code as companies known to have contracts with or to provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151 of the Texas Government Code.
- c. Developer Parties acknowledge that, in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this Agreement, Developer Parties certify that their respective signatures provide written verification to the City that Developer Parties (1) do not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- d. Developer Parties acknowledge that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Developer Parties certify that Developer Parties'

respective signatures provide written verification to the City that Developer Parties (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- e. The City of Denton may terminate this Agreement immediately without any further liability if the City of Denton determines, in its sole judgment, that this Agreement meets the requirements under Chapter 2275 of the Texas Government Code and Developer Parties are, or will be in the future, (i) owned by or the majority of stock or other ownership interest of their respective companies are held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or any other designated country; (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or any other designated country; or (iii) are headquartered in China, Iran, North Korea, Russia, or any other designated country.

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

---SIGNATURE PAGES TO FOLLOW---

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: _____

Title: _____

Department: _____

Date Signed: _____

APPROVED AS TO LEGAL FORM:

Mack Reinwand, City Attorney

By: _____

DEVELOPER PARTIES

JSC-CCI DENTON I, LLC,
a Delaware limited liability company

By: JSC Manager LLC,
a Delaware limited liability company,
its Manager

By: *Michelle Wheeler*
NAME, TITLE *Michelle Wheeler, President and CEO*

JSC-CCI DENTON II, LLC,
a Delaware limited liability company

By: JSC Manager LLC,
a Delaware limited liability company,
its Manager

By: *Michelle Wheeler*
NAME, TITLE *Michelle Wheeler, President and CEO*

Exhibit "B" - Water Easement

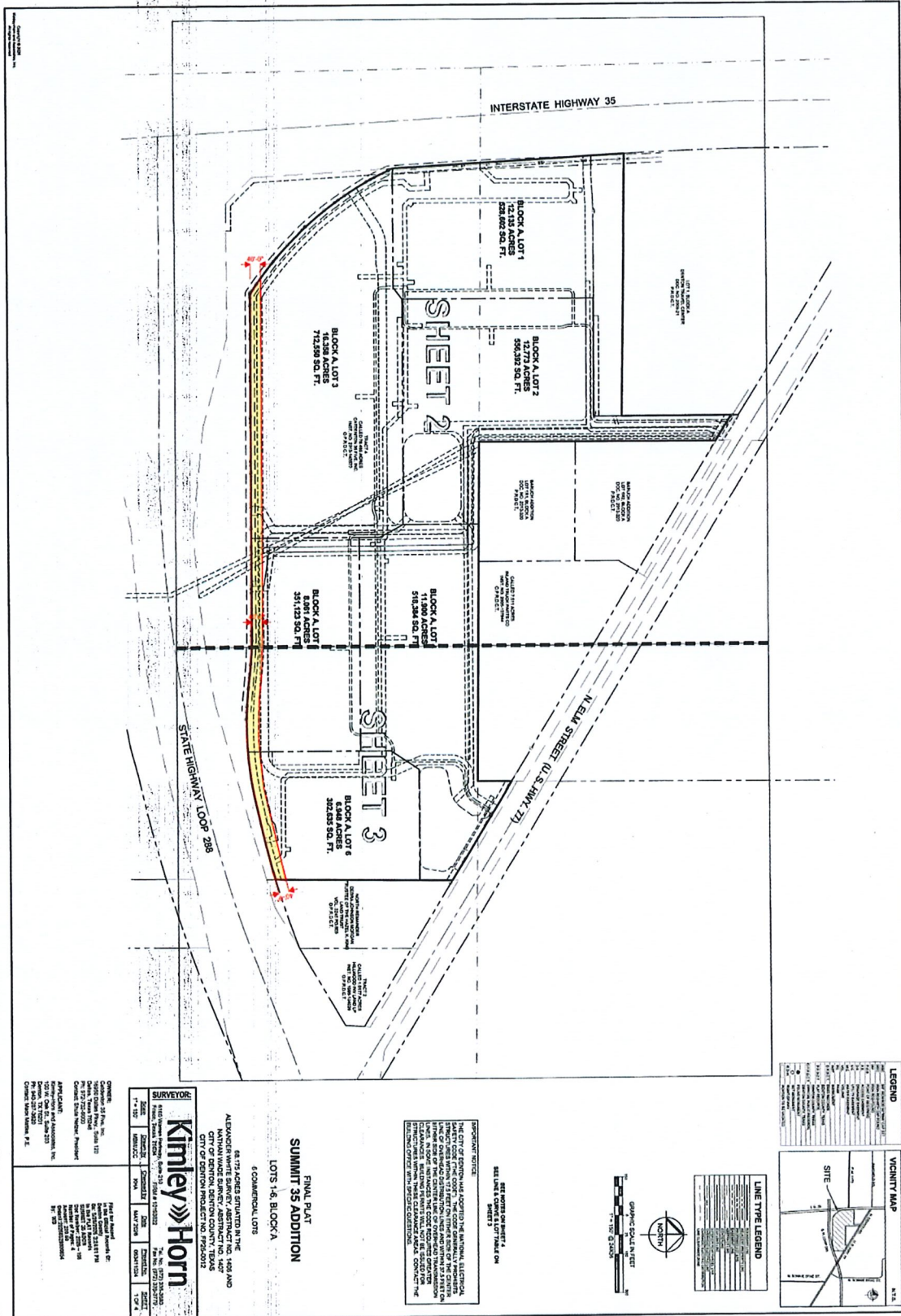


Exhibit "C"- Easement Form

Project:Summit35 Development Agreement: EXHIBIT "C"
Project Number: DA File ID No. 26-0762
Parcel Number:1

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

WATER EASEMENT

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

THAT _____ ("Grantor"),
of _____ County, State of _____, whose mailing address is _____,
for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and
valuable consideration paid by the **CITY OF DENTON** ("Grantee"), the receipt and sufficiency
of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED
and does by these presents GRANT, BARGAIN, SELL, and CONVEY unto the City of Denton
a _____-acre perpetual water line easement (the "Easement") in, along, upon, under, over, and
across the following described property (the "Property Interest"), owned by Grantor and situated
in Denton County, Texas, being located in the _____ Survey, Abstract
Number _____, to wit:

PROPERTY AREA DESCRIBED IN EXHIBIT "A"
AND ILLUSTRATED IN EXHIBIT "B"
ALL OF WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF

For the following purposes:

Constructing, reconstructing, installing, repairing, relocating, operating, and perpetually
maintaining water line pipelines, and related facilities and appurtenances, in, along, upon, under,
over and across said Property Interest, including without limitation, the free and uninterrupted use,
liberty, passage, ingress, egress and regress, at all times in, along, upon, under, over and across the
Property Interest to Grantee herein, its agents, employees, contractors, workmen and
representatives, for the purposes set forth herein, including without limitation, the making
additions to, improvements on and repairs to said facilities or any part thereof.

This Easement is subject to the following:

Project:Summit35 Development Agreement: EXHIBIT "C"
Project Number: DA File ID No. 26-0762
Parcel Number:1

1. Structures. Except as expressly authorized in the notes of plat CC#2026-196 recorded in the Map Records of Denton County, Texas, attached hereto as Exhibit C (the "Plat"), no buildings, fences, structures, signs, facilities, improvements or obstructions of any kind, or portions thereof, shall be constructed, erected, reconstructed or placed in, along, upon, under, over or across the Property. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may remove from the Property, such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Property and dispose of any such buildings, fences, structures, signs, facilities, improvements or obstructions, except those expressly authorized in the Plat notes and installed in accordance with all City policies, procedures, regulations, and applicable law, in any manner it deems appropriate without liability to Grantee.

2. Maintenance of Lateral Slope. No activity, of any kind, shall be conducted on the Property by Grantor that may impair, damage or destroy the lateral slope established for drainage, including without limitation, excavation or movement of soil or other material.

3. Access. For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have access to the Property Interest by way of existing public property or right-of-way.

4. Trees and Landscaping. No shrub or tree shall be planted upon the Property Interest or that may encroach upon the Property Interest. Grantee may cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may overhang upon the Property Interest without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

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

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

Upon completion of construction, all surplus excavation, debris, trash or litter resulting from construction shall be cleaned up and hauled off the premises, and the easement property, including any fences disturbed, shall be restored to its original contour and condition.

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

Page 2 of 3

REV 04/2026_RE_APPROVED
Approved for City of Denton use only. "Do Not Distribute"

Project:Summit35 Development Agreement: EXHIBIT "C"
Project Number: DA File ID No. 26-0762
Parcel Number:1

EXECUTED the _____ day of _____, 20__.

Grantor: _____

By: _____

Print Name: _____

Print Title: _____

ACKNOWLEDGEMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____.

Given under my hand and seal of office on this _____ day _____ of, 20__.

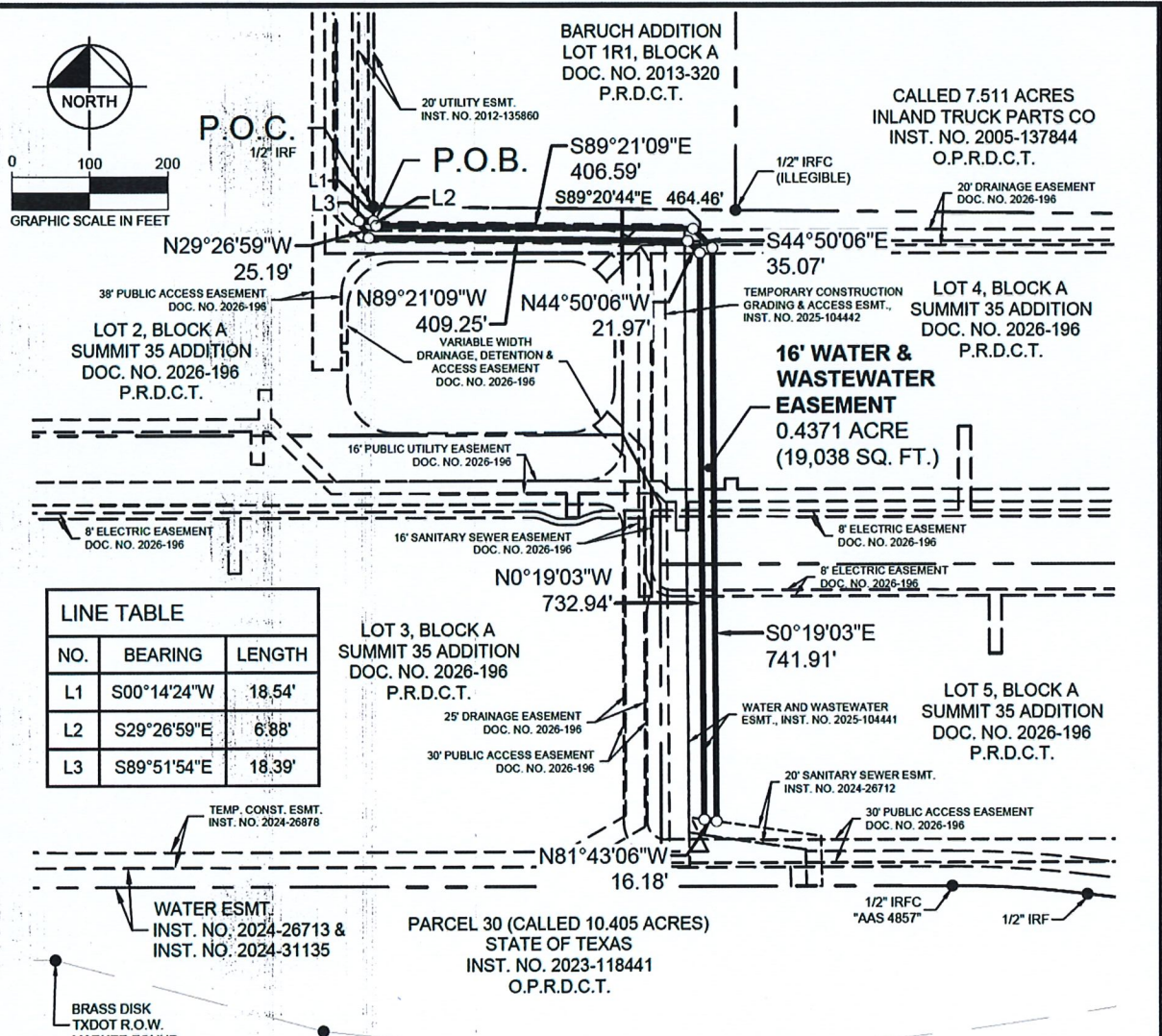
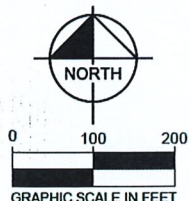
(Seal)

Notary Public, in and for the State of _____
Printed name: _____
My commission expires: _____

Accepted this _____ day of _____, 20__ for the City of Denton, Texas (Resolution No. 91-073).

BY: _____

AFTER RECORDING RETURN TO:
Development Services – Real Estate Division
401 N. Elm Street
Denton, Texas 76201



| LINE TABLE | | |
|------------|-------------|--------|
| NO. | BEARING | LENGTH |
| L1 | S00°14'24"W | 18.54' |
| L2 | S29°26'59"E | 6.88' |
| L3 | S89°51'54"E | 18.39' |

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

STATE HIGHWAY LOOP 288
(VARIABLE WIDTH PUBLIC RIGHT OF WAY)

EXHIBIT "B"
16' WATER & WASTEWATER EASEMENT
0.4371 ACRE (19,038 SQ. FT.)
SUMMIT 35 ADDITION
CITY OF DENTON
DENTON COUNTY, TEXAS

Michael Marx
MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com



Kimley»Horn

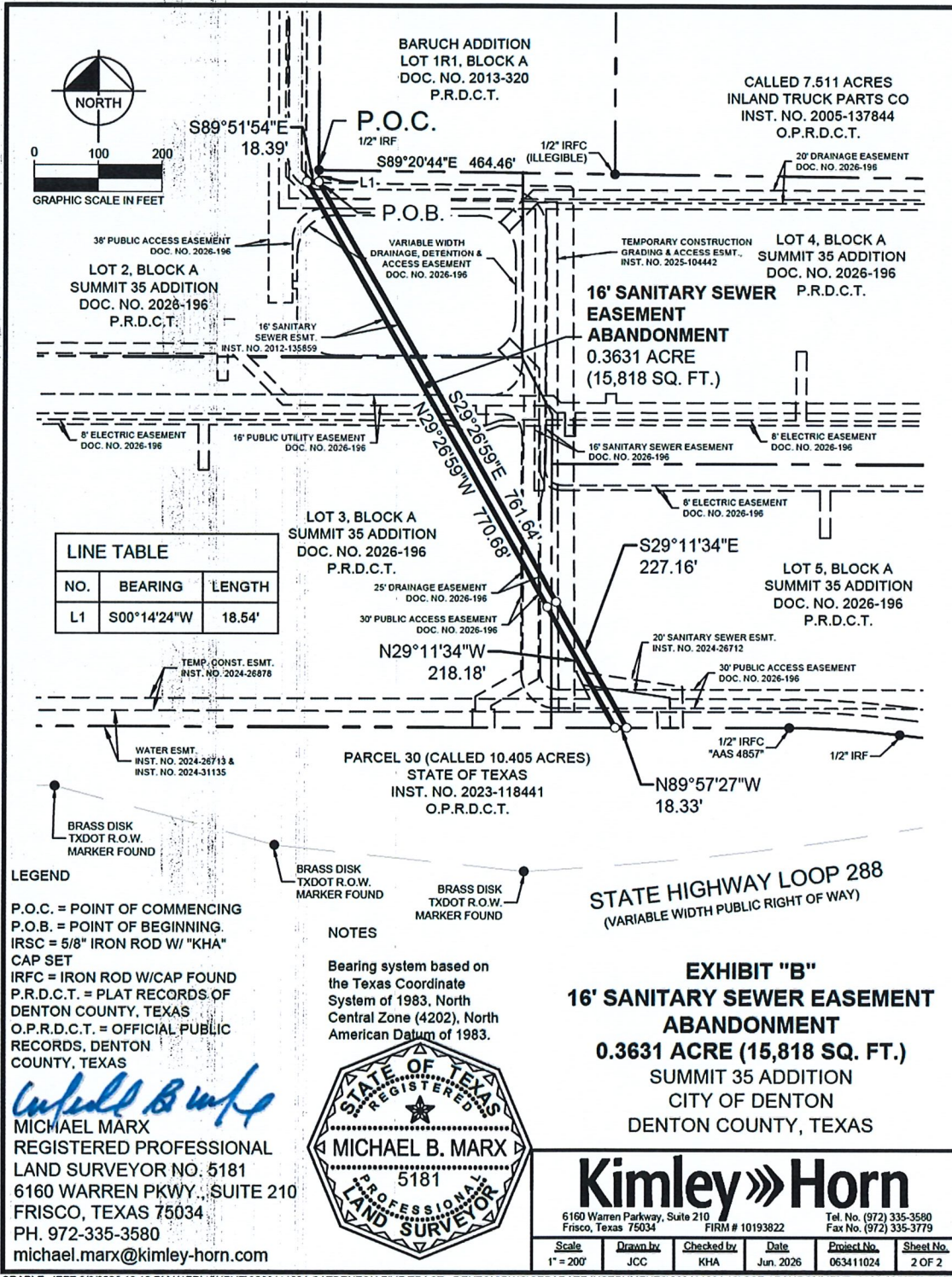
6160 Warren Parkway, Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|-----------|----------|------------|-----------|-------------|-----------|
| 1" = 200' | JCC | KHA | Jun. 2026 | 063411024 | 2 OF 2 |

CRABLE, JEFF 6/2/2026 9:22 AM K\FRI_SURVEY\063411024 CATDENTON FIVE TRACT - DENTON\DWG\SEPARATE INSTRUMENTS\063411024 16' FORCE MAIN SEWER EASEMENT.DWG

Exhibit "E" - Easements to be Abandoned

(1) that certain 16' sanitary sewer easement granted filed November 30, 2012, recorded in CC# 2012-135859, in the Real Property Records of Denton County, Texas

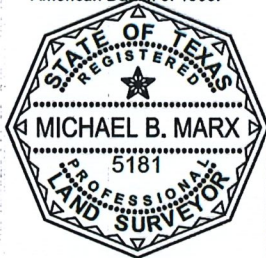


LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING.
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



Michael Marx
MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

EXHIBIT "B"
16' SANITARY SEWER EASEMENT ABANDONMENT
0.3631 ACRE (15,818 SQ. FT.)
SUMMIT 35 ADDITION
CITY OF DENTON
DENTON COUNTY, TEXAS

Kimley»Horn

| | | | | | |
|---|-----------------|-------------------|-------------------|---|---------------------|
| 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 | | FIRM # 10193822 | | Tel. No. (972) 335-3580 Fax No. (972) 335-3779 | |
| Scale 1" = 200' | Drawn by JCC | Checked by KHA | Date Jun. 2026 | Project No. 063411024 | Sheet No. 2 OF 2 |

CRABLE, JEFF 6/2/2026 12:10 PM K:\FR_ SURVEY\063411024 CATDENTON FIVE TRACT - DENTON\DWG\SEPARATE INSTRUMENTS\063411024 16' SSE ABANDONMENT (2012-135859).DWG

(2) that certain 16' easement for public utilities filed February 12, 1975, recorded in Volume 735, Page 515, of the Real Property Records, Denton County, Texas.

