

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH TCCI CHURCHILL, LLC AND PONDER FARMS MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY RELATING TO THE CHURCHILL EAST DEVELOPMENT, ENCOMPASSING APPROXIMATELY 274.991 ACRES OF LAND LOCATED NORTH OF FM 2449 AND EAST AND SOUTH OF T N SKILES ROAD, WITHIN DIVISION 1 OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DENTON, TEXAS; AND OTHER RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the TCCI Churchill, LLC (the “Developer”) proposes to develop an area of approximately 274.991 acres (the “Property”) as part of a master planned development comprising approximately 1,250 residential lots; and

WHEREAS the Property is located within Ponder Farms Municipal District of Denton County (the “MUD”) and Division 1 of the extraterritorial jurisdiction of the City of Denton; and

WHEREAS, the Developer and the MUD seek for the City to provide water and wastewater services and permitting and planning authority for the Property; and

WHEREAS, the City, the Developer, and the MUD intend that the Property be developed in accordance with an agreed concept plan, certain City regulations, and agreed-upon development standards, and have negotiated a development agreement setting forth the terms and conditions for the provision of services to the district and compliance with said plans, standards, and regulations in the form attached hereto as Exhibit A (the “Development Agreement”); and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the Development Agreement to manage development and provide certain utility services in its extraterritorial jurisdiction to manage growth on its periphery and maximize the positive effects of new development; NOW, THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager or thier designee is hereby authorized to execute the Development Agreement with TCCI Churchill, LLC and Ponder Farms Municipal Utility District, which is attached hereto as Exhibit “A” and incorporated herein for all purposes, concerning development on the Property and other related matters.

SECTION 3. Minor adjustments to the attached Development Agreement are authorized, such as filling in blanks and minor clarifications or corrections, and any modifications made by City Council in the approval of this ordinance.

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

SECTION 5. If any portion of this Ordinance is determined to be invalid, unlawful, or unenforceable, such determination shall not affect the effectiveness of any other portion of this Ordinance.

SECTION 6. This Ordinance shall take effect immediately on its passage and approval.

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

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

PASSED AND APPROVED this the _____ day of _____, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____
Scott Bray
Deputy City Attorney

EXHIBIT “A”
Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between TCCI CHURCHILL, LLC, a Texas limited liability company (the "Owner"), Ponder Farms Municipal Utility District of Denton County, a political subdivision of the State of Texas (the "District"), and the City of Denton, Texas (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, the Owner owns an approximately 274.991-acre tract of land described by metes and bounds on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, the Property is located within the boundaries of Ponder Farms Municipal Utility District of Denton County; and

WHEREAS, the Owner intends to develop the Property as part of a master planned residential development, consisting of approximately 1,250 single-family connections (the "Development"); and

WHEREAS, the Parties intend that the Property will be developed in accordance with the agreed concept plan (the "Concept Plan") attached hereto as Exhibit C, the Governing Regulations as defined in Section 7.1 of this Agreement, and the development standards set forth in Exhibit D (the "Development Standards"); and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property; and

WHEREAS, the Owner is required to provide certain internal roadways for the Development within the District, as depicted on Exhibit E attached hereto (collectively, the "Onsite Roadway Improvements" and, collectively with the Utility Improvements defined herein, the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Owner shall submit plats of all or a portion of the Development in accordance with the Governing Regulations and this Agreement; and

WHEREAS, the City and the Owner agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, as the Property is within the City's ETJ, the Parties have the authority to enter into this Agreement pursuant to Section 212, Subchapter G of the Texas Local Government Code and other applicable law; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I **GENERAL TERMS AND DEFINITIONS**

1.1 **Recitals**. The recitals to this Agreement are incorporated herein for all purposes.

1.2 **Definitions**. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Building Codes is defined in Section 7.1(e).

CCN means Certificate of Convenience and Necessity issued by the Texas Public Utility Commission.

City is defined in the introductory paragraph.

City Assignee is defined in Section 12.2.

City Council means the city council of the City.

City Regulations is defined in Section 7.1(a).

Concept Plan means the concept plan as shown in **Exhibit C**.

County is defined in the Recitals.

Development is defined in the Recitals.

Development Standards means the development standards attached hereto as **Exhibit D**.

District is defined in the Recitals.

Effective Date is defined in the introductory paragraph.

End-Buyer is defined in Section 13.1.

ETJ is defined in the Recitals.

Governing Regulations is defined in Section 7.1.

ILA is defined in Section 6.2(a).

Offsite Water Improvements means the offsite water improvements detailed and illustrated in **Exhibit F** required to connect the City's water system to the Onsite Water Improvements.

Onsite Roadway Improvements is defined in the Recitals and reflected in **Exhibit E**.

Onsite Water Improvements is defined in the Recitals.

Oversized Improvements is defined in Section 3.5.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 12.1(a).

Parties means the Owner and the City.

Party means the Owner or the City.

Property means the real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means the Onsite Roadway Improvements and the Utility Improvements.

TCEQ is defined in the Recitals.

TPDES Permit means Owner's Texas Pollutant Discharge Elimination System Permit No. WQ0016070001.

Utility Improvements means the Water Improvements, Wastewater Improvements, Drainage, and Stormwater Improvements.

Wastewater Improvements is defined in the Recitals.

Water Improvements means the Offsite Water Improvements and the Onsite Water Improvements.

Drainage and Stormwater Improvements means the Offsite Drainage and Stormwater Improvements and the Onsite Drainage and Stormwater Improvements.

ARTICLE II **DISTRICT BONDS**

2.1 Limitation of Powers. Except as provided in this Agreement, nothing herein is intended to limit, impair, or conflict with the authority of or powers granted to the District by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such districts.

2.2 District Bonds. The District shall adhere to the following requirements relating to the issuance of bonds:

(a) The District may issue bonds for wastewater system infrastructure, water system infrastructure, service fees, road system infrastructure, drainage and storm water control infrastructure, creation costs, operating costs, costs associated with bond issuance, capitalized interest and costs for infrastructure as permitted pursuant to Chapters 49 and 54 of the Texas Water Code.

(b) The District may reimburse Owner for the costs associated with the construction of such infrastructure necessary to serve the District and any other infrastructure costs, creation costs and developer advances for the District's operating expenses that may be reimbursed in accordance with TCEQ rules and regulations.

(c) The District shall not issue bonds for infrastructure other than infrastructure that shall be ultimately owned by the District or the City.

(d) The District may issue bonds for the purpose of purchasing committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to TCEQ rules and regulations.

(e) The District may finance the oversizing of water, sewer or drainage facilities to serve areas within the Property that are outside the District, provided that the requirements of 30 Texas Administrative Code Section 293.44(a)(8) are satisfied.

(f) The District will not issue bonds if the total tax rate (as calculated by the TCEQ rules) would exceed \$1.20 per \$100 of assessed valuation.

ARTICLE III **WATER AND WASTEWATER SERVICE AND IMPROVEMENTS**

3.1 Water Service. The City currently holds water CCN No. 10195 to provide retail

water service to the Property, and the Parties intend for the City to be the exclusive retail provider of water service to the Property and to customers located within the Property. Such retail water service shall be provided at the rates and pursuant to the terms provided in the Utility Service Agreement between the City, the Owner, and the District in a form agreed-upon by the City, the Owner, and the District. The City's obligations to provide water service to the Development or the District under any agreement shall be subject to the condition precedent that the Owner and the District have not defaulted under this Agreement.

3.2 Wastewater Service. The City currently holds CCN No. 20072 to provide retail wastewater service to the Property, and the Parties intend for the City to be the exclusive retail provider of wastewater service to the Property and to customers located in the Property. Such retail water service shall be provided at the rates and pursuant to the terms provided in the Utility Service Agreement between the City, the Owner, and the District in a form agreed-upon by the City, the Owner, and the District. The City's obligations to provide water service to the Development or the District under any agreement shall be subject to the conditions precedent that the Owner and the District have not defaulted under this Agreement.

3.3 Inspections, Acceptance of Utility Improvements.

- (a) No Release. The City shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Utility Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.
- (b) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the Governing Regulations, City's current published Design Criteria, and the Utility Service Agreement between the City, the Owner, and the District. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement, the City's current published Design Criteria, or the Utility Service Agreement shall not constitute or be deemed to be a release of the responsibility and liability of Owner, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Owner or Owner's engineer, or engineer's officers, agents or employees, it being the intent of the Parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of Owner related to the Property shall meet the requirements of the applicable City's current published Design Criteria.

3.4 Impact Fees and other Development Fees. Owner and the District acknowledge and agree that the Property will be subject to the assessment of water impact fees, as well as other dedication, construction, and fee requirements pursuant to a Utility Service Agreement entered between Owner, the District, and the City.

ARTICLE IV **ROADWAYS**

4.1 **Traffic Impact Analysis.** Owner will submit to the City a full traffic impact analysis (the “**TIA**”) prior to the submittal of a preliminary plat application or the initial construction engineering plan application. The TIA shall include construction triggers for the life of the Development.

4.2 **Design and Construction of Onsite Roadway Improvements.** All Onsite Roadway Improvements, as shown in **Exhibit “E”** attached hereto, shall be designed and constructed by Owner, at Owner’s sole cost, in compliance with the Governing Regulations. The City agrees that phasing of any Onsite Roadway Improvements may follow phasing of the Development.

4.3 **Dedication of Right-of-Way.** Owner agrees to comply with any applicable City or County Mobility Plan for the dedication of rights-of-way within the District, including, but not limited to, the Onsite Roadway Improvements shown on **Exhibit E** attached hereto.

ARTICLE V **STORMWATER; DRAINAGE; FLOODPLAIN**

Prior to submission of construction engineering plans for the Development that impact FEMA-designated floodplain, Owner shall submit to the City’s engineer a downstream assessment and conditional letter of map revision (“**CLOMR**”), if needed, for review and approval by the City prior to submission. Solely for purpose of this Agreement and to avoid and reduce uncertainties related to the enforcement of Governing Regulations (as hereinafter defined), floodplain reclamation within the City’s Division One ETJ shall not trigger an Alternate ESA Plan approval.

ARTICLE VI **MUNICIPAL SOLID WASTE/RECYCLING SERVICE**

6.1 **Municipal Solid Waste/Recycling Service.** The Parties agree that the Property shall be served with municipal solid waste/recycling service in the most cost-effective manner. Notwithstanding the foregoing, before Owner and/or the District enters into a contract with a municipal solid waste/recycling service provider, Owner and/or the District must provide the City with any and all bona fide offers that Owner and/or the District receives from any municipal solid waste/recycling service providers that can legally provide such service to the Property. The City shall then have thirty (30) business days to provide to Owner and/or the District an offer from the City to provide municipal solid waste/recycling service to the Property. The Parties agree that if the City’s offer is substantially similar to the most cost-effective offer received by Owner and/or the District from another municipal solid waste/recycling service provider that can legally provide such service to the Property, Owner and/or the District must obtain municipal solid waste/recycling service to the Property from the City. The term “substantially similar,” as used in this Section 7.1, means that the terms of the offers provide approximately the same level of service at approximately the same start-up costs to Owner and/or the District. Rates for municipal solid waste/recycling service applicable to customers located within the Property will be pursuant to the then applicable rate schedule, as approved by the City Council and published in the City’s Utility Rate Ordinance.

ARTICLE VII
DEVELOPMENT REGULATIONS

7.1 **Governing Regulations.** Development of the Property shall be governed solely by the following regulations (collectively, the “**Governing Regulations**”):

- (a) the applicable City regulations, as may lawfully be amended at any time, that are uniformly enforced within the City’s Division I ETJ, including, but not limited to, the following (collectively, the “**City Regulations**”):
 - (i) The City’s regulations that apply to the City’s Division I ETJ;
 - (ii) Subchapter 2 (Administration and Procedures) of the Denton Development Code;
 - (iii) Development and subdivision regulations contained in Section 3.4, Subchapter 7, and Subchapter 8 of the Denton Development Code, as amended, together with applicable Design Criteria Manuals, Denton Mobility Plan, and other approved Master Plans of the City, as amended, and the most recent North Central Texas Council of Governments Standard Specifications for Public Works Construction, as amended or replaced;
 - (iv) All plumbing infrastructure for structures contained on the Property shall comply with the City’s plumbing code in effect when the structure is constructed, including, without limitation, permit requirements;
 - (v) Environmental regulations, as contained in Section 7.4 (Environmentally Sensitive Areas) of the Denton Development Code, as applicable in the Division I ETJ as of the Effective Date of this Agreement;
 - (vi) Applicable water and wastewater connection, construction and on-site operation requirements, contained within Chapter 26 of the Denton Code of Ordinances, as amended, and Subchapters 7 and 8 of the Denton Development Code, as amended, the Denton Water and Wastewater Criteria Manual, as amended and as supplemented by the Texas Water Code, as amended, the Texas Natural Resources Code, as amended, the Texas Utilities Code, as amended, and applicable administrative standards of the TCEQ, as amended;
 - (vii) Applicable Flood Protection, Drainage and related standards, as contained within Chapter 30 of the Denton Development Code, as amended, Subchapters 7 and 8 of the Denton Development Code, as amended, the Denton Stormwater Criteria Manual, as amended and

as supplemented by requirements of the Texas Water Code, as amended, the Texas Natural Resources Code, as amended, the Texas Utilities Code, as amended, and applicable administrative standards of the TCEQ, as amended, and applicable administrative standards of the Federal Emergency Management Administration, as amended;

- (viii) Gas well platting, drilling and production standards, as contained within Subchapters 2 and 6 of the Denton Development Code, as amended and as supplemented by requirements of the Texas Utilities Code, as amended, the Texas Natural Resources Code, as amended, the Texas Water Code, as amended, and applicable administrative standards of the Texas Railroad Commission and TCEQ, as amended, and single family lots and amenity/park space shall be setback a minimum of 300 feet from gas wells, measured in a straight line from the well head to the nearest single family property line.
- (b) technical codes including all international codes adopted by the City in effect on the Effective Date, and as lawfully may be amended at any time;
- (c) the Concept Plan attached hereto as **Exhibit C** and as amended from time to time in accordance with this Agreement (the "**Concept Plan**"), which Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (d) the development standards set forth on **Exhibit D** attached hereto (the "**Development Standards**");
- (e) the building codes of the City, as amended, provided such building codes are adopted by ordinance and uniformly applied throughout the City (the "**Building Codes**").

7.2 **Conflicts.**

- (a) In the event of any conflict between this Agreement and any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Here or hereafter adopted, this Agreement shall control.
- (b) In the event of any conflict between the Development Standards and any other part of the Governing Regulations, the Development Standards shall control.

7.3 **Manufactured Home.** One (1) manufactured home shall be permitted on the Property at any time as necessary to satisfy on-site voter requirements of the TCEQ with respect

to any District election held for any purpose.

ARTICLE VII **DEVELOPMENT PROCESS AND CHARGES**

8.1 **Fees.** Except as specifically described below, Owner shall be subject to those water and wastewater fees and charges and other related fees due and payable to the City in connection with the development of the Property that are charged uniformly to other Division I ETJ developments or required as a result of other provisions of this agreement or other agreements between the Owner, the District, and/or the City. All Capital Recovery Fees applicable to individual lots will be due and payable by Owner pursuant to the Governing Regulations. Owner shall pay any fees or penalties that accrue due to violation of the Governing Regulations as provided therein.

8.2 **Building Permits.** Owner, or any subsequent owner of any portion of the Property, as appropriate, shall request and obtain a building permit from the City for every structure that is constructed on the Property. The City shall allow Owner to request and obtain building permits for no more than four model homes prior to the filing of a final plat. All fees charged to Owner, or any subsequent owner of any portion of the Property, for building permits shall be the fees that the City charges for building permits inside the corporate boundaries of the City pursuant to its lawfully adopted fee schedule.

ARTICLE IX **PARKS/TRAILS**

The Owner agrees to develop a minimum 10-foot wide trail on both sides of TN Skiles Road, both sides of the roadway to the future connection point of Amyx Road, and on the north side of FM 2449 in the portion of the development to assist in connecting the District's trail network to the City's citywide trail network. The Owner agrees to abide by the City of Denton's Development Regulations as stated in Article VII.

ARTICLE X **TERM**

The term of this Agreement shall be for a period of thirty (30) years after the Effective Date, except that **Exhibit D**, plus all provisions of this Agreement related to **Exhibit D** shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE XI **EVENTS OF DEFAULT; REMEDIES**

11.1 **Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the

nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

11.2 **Remedies.** If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE XII **ASSIGNMENT AND ENCUMBRANCE**

12.1 Assignment by Owner to Successor Owners.

- (a) Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "**Owner Assignee**") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.
- (b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received

by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

- (c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.
- (d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

12.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within 15 days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

12.3 Encumbrance by Owner and Assignees. Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including

Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

12.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

12.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

12.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE XIII **RECORDATION**

13.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of the County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

ARTICLE XIV
ADDITIONAL PROVISIONS

14.1 **Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

14.2 **Notices.** Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Denton 215 E McKinney St Denton, TX 76201
With a copy to:	Attn: City Attorney City of Denton, Texas 215 E. McKinney St. Denton, TX 76201
To the Owner:	Attn: Tommy Cansler TCCI CHURCHILL, LLC 14675 Dallas Parkway, Suite 575 Dallas, Texas 75248
With a copy to:	Attn: Mindy L. Koehne Coats Rose, P.C. 16000 N. Dallas Parkway, Suite t350 Dallas, Texas 75248 TEL: (972) 788-1600

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

14.3 **Interpretation.** The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be

resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

14.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

14.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

14.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

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

14.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

14.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

14.10 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.

14.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

14.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Roadway Improvements
Exhibit F	Offsite Water Improvements

14.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

14.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

14.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Owner expressly amending the terms of this Agreement.

14.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

14.17 Certifications. Owner makes the following certifications:

- (a) Pursuant to Texas Government Code Chapter 2271, as amended, the Owner verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Owner, its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term “boycott Israel” as used in this paragraph has the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- (b) Pursuant to Texas Government Code, Chapter 2252, as amended, the Owner represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Owner, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session and redesignated by House Bill 4595, 88th Texas Legislature, Regular Session), Owner certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.
- (d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), Owner certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

Owner further certifies that, notwithstanding anything contained in this Agreement, the representations and covenants contained in this Section 13.17 shall survive termination of the Agreement until the statute of limitations has run. The liability for breach of the representations and covenants contained in this Section 13.17 during the term of the Agreement shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision of the Agreement, notwithstanding anything in the Agreement to the contrary.

14.18 Form 1295 Certificate of Interested Parties. If required in accordance with applicable law, prior to the execution of this Agreement, Owner agrees to file with the City, pursuant to Texas Government Code Section 2252.908, a signed and completed Texas Ethics Commission ("TEC") Form 1295 and a certification of filing with the TEC.

(SIGNATURE PAGES FOLLOW)

EXECUTED by the City and Owner on the respective dates stated below.

CITY OF DENTON

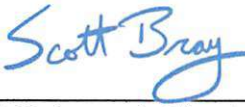
Sara Hensley, City Manager

Date: _____

ATTEST:

By: _____
Lauren Thoden, City Secretary

APPROVED AS TO FORM

 Scott Bray
Deputy City Attorney
By: _____
Mack Reinwand, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2024,
by Sara Hensley, the City Manager of the City of Denton, Texas, on behalf of said City.

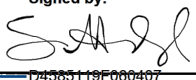
(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

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

Signed by:


D4385119F080407...
SIGNATURE

Scott McDonald

PRINTED NAME

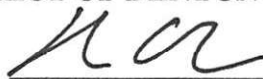
Director of Development Services

TITLE

Development Services

DEPARTMENT

**DISTRICT:
PONDER FARMS MUNICIPAL UTILITY
DISTRICT OF DENTON COUNTY**

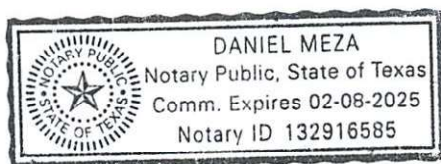
By: 
Name: Ryan Hughes
Title: President, Board of Directors
Date: 11/14/2024

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me, on the 14 day of NOVEMBER 2024 by Ryan Hughes, President of the Board of Directors of Ponder Farms Municipal Utility District of Denton County, on behalf of said District.





Notary Public, State of Texas
Printed Name: DANIEL MEZA
My Commission Expires: 2/8/2025

OWNER:

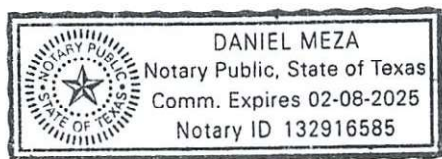
TCCI CHURCHILL, LLC,
a Texas limited liability company

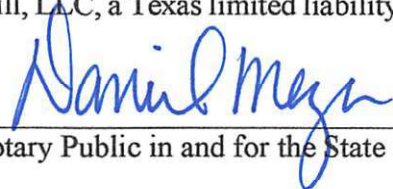
By: TCCI Development Group, Inc.,
a Texas corporation
its Manager

By: 
Name: Tommy Cansler
Title: President
Date: 11/14/2024

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 14 day of NOVEMBER,
by Tommy Cansler in his capacity as President of TCCI Development Group, Inc., a Texas
corporation, in its capacity as Manager of TCCI Churchill, LLC, a Texas limited liability company,
for the purposes stated hereinabove.




Notary Public in and for the State of Texas

OWNER

100 - TURNBULL - 100
100 - TURNBULL - 100

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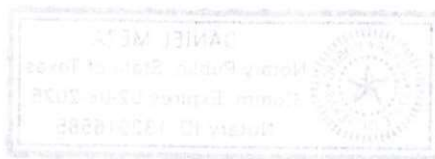


EXHIBIT "A"
DESCRIPTION OF THE PROPERTY

BEING a tract of land situated in the Carmel Manchaca Survey, Abstract No. 789 and the B.B.B. & C. R.R. Co. Survey, Abstract No. 188, Denton County, Texas, and being a portion of a called 541.03 acre tract of land described in a deed to TCCI Churchill, LLC, as recorded in Document No. 2022-2836 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Topographic" found for the northern northwest corner of said 541.03 acre tract, being on the southerly right of way line of T.N. Skiles Road, a variable width right of way;

THENCE North 89°43'03" East, along the northerly line of said 541.03 acre tract and the southerly right of way line of said T.N. Skiles Road, a distance of 1,793.29 feet to the northerly northeast corner of said 541.03 acre tract, common to the northwest corner of a right of way dedicated in the Final Plat of Lots 1 and 2, Block A, Linam Addition, as recorded in Document No. 2013-279 of the Plat Records of Denton County, Texas, from which, a 3/8 inch iron rod found for witness bears South 36°06' East, 0.26 feet;

THENCE South 00°01'27" East, continuing along the southerly right of way line of said T.N. Skiles Road, along the easterly line of said 541.03 acre tract and the westerly line of said right of way dedication, passing en route the southwest corner of said right of way dedication, common to the northwest corner of Lot 1, Block A of said Linam Addition, and continuing along the same course, departing the southerly right of way line of said T.N. Skiles Road and along the westerly line of said Lot 1 and the westerly line of Lot 2, Block A of said Linam Addition, for a total distance of 2,428.17 feet to a 3/8 inch iron rod found for the southwest corner of said Lot 2, common to an ell corner of said 541.03 acre tract;

THENCE North 89°12'52" East, along the northerly line of said 541.03 acre tract and the southerly line of said Lot 2, a distance of 429.45 feet to the southerly northeast corner of said 541.03 acre tract, common to the southeast corner of said Lot 2, being on the westerly line of a called 514.23 acre tract of land described as Tract I in a deed to AGF Denton Ranch, Ltd., as recorded in Instrument No. 1993-37919 of the Official Records of Denton County, Texas;

THENCE South 00°02'39" East, along the easterly line of said 541.03 acre tract and the westerly line of said 514.23 acre tract, a distance of 533.12 feet to a point for corner;

THENCE North 90°00'00" West, departing the easterly line of said 541.03 acre tract and the westerly line of said 514.23 acre tract, and crossing said 514.03 acre tract, a distance of 133.17 feet to a point for corner;

THENCE South 00°08'19" East, continuing across said 514.03 acre tract, a distance of 712.55 feet to a point for corner;

THENCE North 90°00'00" East, continuing across said 514.03 acre tract, a distance of 132.54

feet to a point for corner on the easterly line of said 514.03 acre tract and the westerly line of a called 113.63 acre tract of land described as Tract 1 in a deed to 7298 Amyx Rd, LLC, as recorded in Instrument No. 2022-139282 of the Official Records of Denton County, Texas;

THENCE South 00°08'41" East, continuing along the easterly line of said 541.03 acre tract and along the westerly line of said 113.63 acre tract, a distance of 1,422.08 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 113.63 acre tract, common to the northwest corner of Lot 1, Block A of Rventure Ranch Addition, according to the plat thereof recorded in Document No. 2020-78 of the Plat Records of Denton County, Texas;

THENCE South 00°00'27" West, continuing along the easterly line of said 541.03 acre tract and along the westerly line of said Lot 1, Block A, a distance of 870.43 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northerly southeast corner of said 541.03 acre tract, common to the northeast corner of a called 24.000 acre tract of land described as Tract I in a deed to Jason Trosper and Melinda Trosper, as recorded in Instrument No. 2020-25468 of the Official Records of Denton County, Texas, from which, a 5/8 inch iron rod with plastic cap bears North 11°40' East, 1.33 feet;

THENCE North 89°57'45" West, departing the easterly line of said Lot 1, Block A, along the southerly line of said 541.03 acre tract and the northerly line of said 24.000 acre tract, a distance of 848.93 feet to a 1/2 inch iron rod found for corner;

THENCE South 89°54'44" West, continuing along the southerly line of said 541.03 acre tract and the northerly line of said 24.000 acre tract, and along the northerly line of a called 12.000 acre tract of land described in a deed to Brad Wayne Roberts, as recorded in Instrument No. 2020-25476 of the Official Records of Denton County, Texas, and the northerly line of a called 66.547 acre tract of land described in a deed to 2449 Land Holdings, LLC, as recorded in Instrument No. 2020-26321 of the Official Records of Denton County, Texas, a distance of 1,330.91 feet to a 1/2 inch iron rod found for the northwest corner of said 66.547 acre tract, common to an ell corner of said 541.03 acre tract;

THENCE North 00°29'52" West, crossing said 541.03 acre tract, a distance of 3,247.63 feet to a 3/8 inch iron rod found for an ell corner of said 541.03 acre tract on the easterly right of way line of said T.N. Skiles Road;

THENCE North 00°26'12" West, along the westerly line of said 541.03 acre tract and the easterly right of way line of T.N. Skiles Road, a distance of 2,705.66 feet to the **POINT OF BEGINNING** and containing 274.991 acres (11,978,616 square feet) of land, more or less.

EXHIBIT B
DEPICTION OF THE PROPERTY

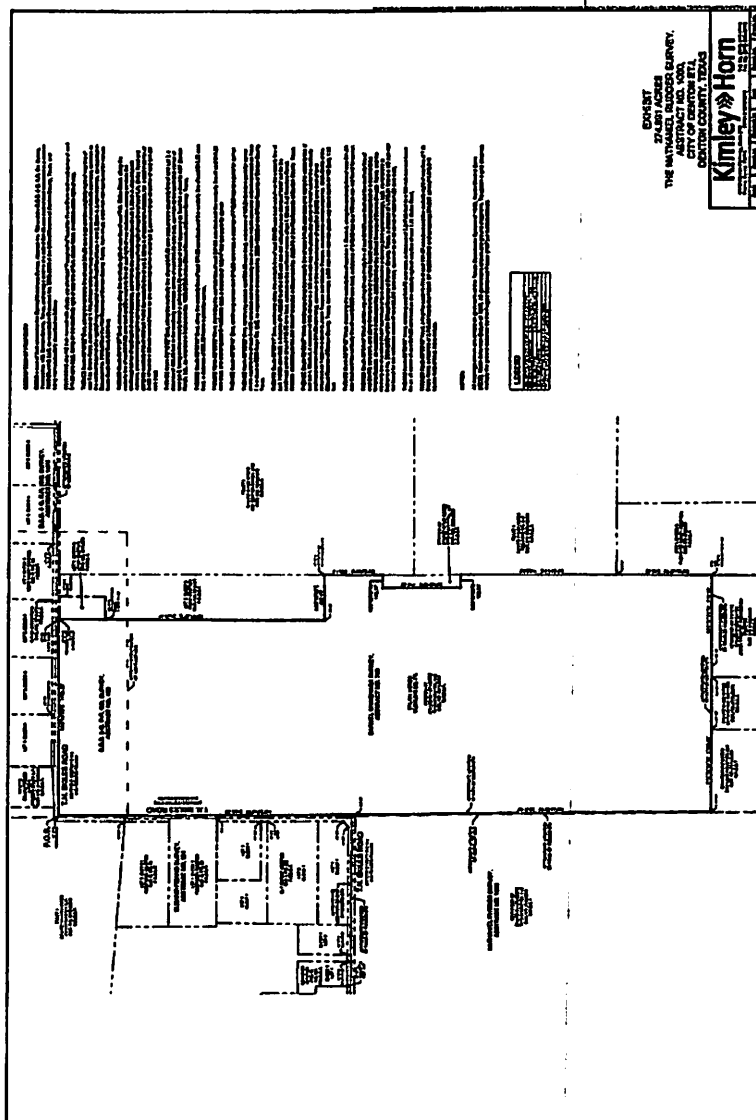


EXHIBIT C CONCEPT PLAN



TRACT A: SINGLE FAMILY	
GRAND ACRES (APPROX.)	276 ACRES
LAND CENSITY	AS SHOWN ON SITE PLAN

LEGEND

INTERNAL/ADJACENT
ARTERIAL

NOTE: INTERNAL ADJACENT ARTERIAL ARE
SHOWN IN DOTTED LINE AND ADJACENT FOR
EXISTING AND PROPOSED TRAILING

Exhibit C - Concept Plan
Churchill
City of Denton - Division One ETJ, Texas
August 2024

2025 2024

Kimley»Horn

10000 Main Parkway
Suite 100
Frisco, Texas 75034
(972) 250-8500
State of Texas Registration No. P-4028

EXHIBIT D
DEVELOPMENT STANDARDS

- Any parcels adjacent to a primary arterial frontage developed with multi-family or nonresidential uses must comply with the Denton Development code regulations applicable to parcels zoned Highway Commercial (HC) including:
 - Section 7.7 Landscaping, Screening Buffering, and Fences
 - Section 7.8 Access and Circulation
- Any multi-family uses shall comply with the following regulations:
 - 1 parking space / bedroom not to be enclosed
 - 30% open space
 - 35' minimum setback from any primary arterial
 - Street lighting will be provided at a maximum interval of 300' along the fire lane(s) and will be provided within any public parking lot.
 - Dumpsters will be screened on 3 sides.
 - Façade requirements do not apply to this development.
- Any single-family uses shall comply with the following regulations:
 - All lots must be at least 40 feet wide, unless rear entry access is provided.
 - No more than 80% of the single-family residential homes to be built on the Property may be built on lots that are 49 feet wide or less. Of the 80%, no more than 40% of the total single-family residential homes may be built on lots that are 44 feet wide or less.
 - The remaining 20% of the single-family residential homes to be built on the Property may be built on lots that are 50 feet or wider.
 - The City of Denton zoning requirements, including but not limited to façade requirements, do not apply for this development unless specifically provided otherwise in this Agreement.

Single-Family Uses				
Min. Side Yard	Min. Rear Yard	Min. Front Yard	Min. Structure Size	Max Lot Coverage
5	10	20	1200	60%

- Lot width shall be measured at the front building line as established by the developer, but not less than twenty (20) feet from the right-of-way line; and
- Drive spacing requirements at intersections shall be measured from the back of curb to the edge of drive.
- All development within the Land shall comply with the density and number of acres proposed for each type of land use set forth in the Master Land Plan (provided as Exhibit C), provided such densities and used may be relocated within the Property

subject to approval of the City Manager, or the City Council, if the Developer request that the council consider the relocation, neither of which approvals shall be unreasonably withheld, with the City Council's approval.

- All development within the Land shall comply with the subdivision platting requirements set forth in the City's rules and regulations, unless specifically provided otherwise in this Agreement. Developer is authorized to develop the Land in phases by filing preliminary plats with the City, and to Create, activate, develop, and build-out the Land in a progressive and orderly manner, as approved by the City. Adjustments to the preliminary plat phasing plan that increases the number of lots included in any given phase shall be allowed and approved at a staff level as long as the proposed revision doesn't increase the total phase lot count by more than fifteen (15%) of what is shown on the approved preliminary plat.

EXHIBIT E ONSITE ROADWAY IMPROVEMENTS

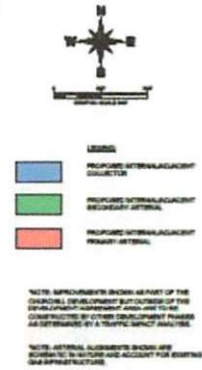


Exhibit E - Roadway Improvements
Churchill
City of Denton - Division One ETJ, Texas
August 2024

3/25 2024

Kimley»Horn

3110 Dallas Parkway
Suite 100
Ft. Worth, Texas 76104
(817) 335-2000
State of Texas Registration No. P-4028

EXHIBIT F
OFFSITE WATER IMPROVEMENTS

