

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”), dated the June __, 2024 (the “Effective Date”), is entered into by, between, among and for the benefit of the TOWN OF PONDER, TEXAS, a Type A general law municipality organized under the laws of the State of Texas (the “Town”), and BLOOMFIELD HOMES, L.P., a Texas limited partnership (the “Developer”).

WHEREAS, the Town is expected to negotiate a development agreement and create a public improvement district (“PID”) to help finance certain public improvements necessary to provide water, wastewater, drainage and roadway facilities and development amenities for the development to be known as “Circle M Ranch,” a master planned community to be developed on land located in the Town or its extraterritorial jurisdiction (the “Property”); and

WHEREAS, the Town and the Developer recognize and agree that the Town will utilize staff time and incur fees and associated expenses and costs for professional services for work to negotiate, develop, draft, and consider various concepts and documents in connection with its consideration of other development-related or financing documents, the PID, related financing and/or reimbursement options, development standards for development of the Property, and related matters (collectively, the “Professional Services”); and

WHEREAS, the Town’s use of staff time and engagement of professionals to perform the Professional Services and its participation in the undertakings described above are voluntary and of value to Developer and Developer desires to reimburse the Town’s fees and expenses related to the Professional Services;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Town and the Developer agree as follows:

1. Recitals. The representations, covenants, and recitations set forth in the foregoing recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.
2. Developer Payment. Developer shall deliver to the Town within fifteen (15) days from the Effective Date, the sum of \$50,000 (the “Developer Payment”) to pay for Professional Services and related expenses incurred by the Town. Fees for all Professional Services to be covered by the Developer Payment other than the services to be provided by the Town’s financial advisor and Town staff shall be evidenced by periodic invoices that describe the work performed by date and time entries (copies of which invoices shall be provided to Developer). The Town will separately account for staff time and submit accounting of same to Developer. The funds to cover said Professional Services shall be deposited in a segregated account and not be commingled with any other Town funds. If the cost of Professional Services exceeds the Developer Payment, the Developer may elect to: (i) make an additional payment of \$25,000 to be deposited by the Town and utilized in the same manner described above, or (ii) negotiate in good faith to amend this Agreement to provide for a reasonable amount of additional payment by Developer. The payment(s) made by the Developer under this Agreement are not contingent upon any outcome of the negotiations between the Town and the Developer.

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

TOWN OF PONDER, TEXAS,
A Type A general la municipality

By: _____
Name: _____
Title: _____
Date: _____

BLOOMFIELD HOMES, L.P.,
a Texas limited partnership

By: Bloomfield Properties, Inc.,
a Texas corporation, its General Partner

By: _____
Donald J. Dykstra, President