# CLEARION DEVELOPMENT AGREEMENT

This Clearion Development Agreement (this "Agreement") is entered into by and between the City of Willow Park, Texas, a general law type A municipality (the "City"), Brothers in Christ Properties LLC, a Texas limited liability company (the "Owner"), and Skorburg Acquisitions II, LLC, a Texas limited liability company ("Developer") (each individually, a "Party," and collectively, the "Parties"), to be effective on the Effective Date.

## SECTION 1
## RECITALS

**WHEREAS**, certain capitalized terms used in these recitals are defined in Section 2;

**WHEREAS**, Owner is the owner of approximately 19.448 acres of real property located within the corporate limits of the City, described by metes and bounds in **Exhibit A-1** (the "In-City Property") and approximately 62.258 acres of real property located within the extraterritorial jurisdiction ("ETJ") of the City, described by metes and bounds in **Exhibit A-2** (the "ETJ Property" and together with the In-City Property, the "Property"), which Property is further depicted in **Exhibit B**;

**WHEREAS**, the Developer has entered into a contract to purchase the Property from the Owner, and the Parties intend for all rights and obligations of Owner to be automatically assigned to the Developer upon the closing;

**WHEREAS**, as generally described and depicted on the Conceptual Plan, Developer intends to develop the Property as a single-family residential development with public facilities in one phase, which development will be known and referred as Clearion (the "Project");

**WHEREAS**, a portion of the Property is currently located within the City's water certificate of convenience and necessity ("CCN"), the remainder of the Property is not currently located within any water CCN, and the Property is not currently located within any sewer CCN;

**WHEREAS**, the City intends to apply for a water and sewer CCN for the portion of the Property outside of its CCN, and the Parties intend that the City will be the retail provider of water and sewer service to the Property;

**WHEREAS**, this Agreement is entered into pursuant to Chapter 43 of the Texas Local Government Code, and in exchange for the promises made by the City as provided herein, the Developer agrees to the voluntary annexation of the ETJ Property as described in this Agreement;

**WHEREAS**, Developer anticipates commencing development of the Project upon: (i) the execution of this Agreement, (ii) the submission and approval of a preliminary plat for the Property that is substantially consistent with the Conceptual Plan as generally depicted in **Exhibit C** (the "Conceptual Plan"), and (iii) the submission and approval of the plans, designs or specifications (collectively the "Construction Plans") related to development of the Property;

**WHEREAS**, the Parties desire and intend for the design, construction, and installation of the Public Infrastructure to occur as a single, unified phase during the Term of this Agreement and

that Developer will dedicate to and the City will accept the Public Infrastructure for public use and maintenance, subject to the City's approval of the plans and inspection of the Public Infrastructure in accordance with this Agreement and the City Regulations;

**WHEREAS**, the City will require, as a condition precedent to its obligations under this Agreement, that the Developer will petition the City to annex the ETJ Property in accordance with this Agreement;

**WHEREAS**, the parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code;

**WHEREAS**, the Parties are agreeable to the ETJ Property being annexed and incorporated into the corporate boundaries of the City and to the Property being developed under the rules and regulations of this Agreement;

**WHEREAS**, immediately following the City's annexation of the ETJ Property, the City intends to consider zoning the Property as a planned development district (the "Clearion Planned Development District") consistent with the Development Standards set out in the Planned Development District Ordinance, and the Conceptual Plan attached hereto; and

**WHEREAS**, unless expressly set forth to the contrary in this Agreement, the Parties intend this Agreement to supersede City Regulations only to the extent that City Regulations directly conflict with the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

## SECTION 2
## DEFINITIONS

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Certificate of Convenience and Necessity ("CCN") means a certificate of that name issued by the Texas Public Utility Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

City Code means the Code of Ordinances, City of Willow Park, Texas.

City Council means the governing body of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations means the City's applicable development regulations in effect on the Effective Date, being the City Code of ordinances (including, without limitation, park dedication fees), design standards (including, without limitation, pavement thickness), and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure, the applicable construction standards (including, without limitation, international building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences. The term "city regulations" does not include Impact Fees, which shall be assessed on the Property based on the Impact Fees in effect at the time of issuance of the first building permit for the Project.

Conceptual Plan means the intended conceptual plan for the development of the Project and as required by Willow Park Code of Ordinances Chater 14, Sec. 14.10.004 and as generally depicted on **Exhibit C**.

Continuing Party means any party that continues to be bound by this Agreement after an authorized assignment of this Agreement as described in Section 8.1 hereof.

Developer means Skorburg Acquisitions II, LLC, a Texas limited liability company, and its successors and assigns.

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the standards set forth in **Exhibit F**.

Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement.

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA.

Fully Developed and Improved Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the Real Property Records of Parker County.

HOA means the Clearion Homeowners' Association, or such name as may be available with Texas Secretary of State, and its successors, which shall privately function as a homeowners' association for the Project.

Impact Fees means those fees assessed and charged against the Project for water and wastewater in accordance with this Agreement, the City Code, and Chapter 395.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Owner means Brothers in Christ Properties LLC, a Texas limited liability company.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure or public improvements necessary to serve the full development of the Project and/or to be constructed by the Developer and dedicated to the City under this Agreement, including the major improvement facilities shown on **Exhibit D-1**, **Exhibit D-2**, **Exhibit D-3**, **Exhibit E-1**, and **Exhibit E-2**.

Real Property Records means the official real property (land) recordings of the Parker County Clerk's Office.

## SECTION 3
## PUBLIC INFRASTRUCTURE

3.1 Construction, Ownership, and Transfer of Public Infrastructure.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City with contract specifications as required by the Willow Park Design Criteria for Water Projects and Design Criteria for Sewer Projects, and all other specifications set out in the Building Regulations in Chapter 10 of the City Code of Ordinances, and necessary related documents for the Public Infrastructure.

(b) Engineering Plans and Specifications. The Public Infrastructure shall be designed in accordance with the City Code, the City Regulations and all applicable laws by a licensed engineer retained by Developer, at Developer's sole cost and expense. The design of all Public Infrastructure shall be approved by the City in advance of the construction of same.

(c) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the Public Infrastructure required for the development of the Property shall be constructed or caused to be constructed by the Developer and inspected by the City, and all applicable fees, including but not limited to water and wastewater Impact Fees (subject to the terms hereof), permit fees, and inspection fees, shall be paid in accordance with this Agreement, the City Code, the City Regulations, and any other governing body or entity with jurisdiction over the Public Infrastructure, except that in the event of a conflict, this Agreement shall rule.

(d) Procurement. The Parties agree that construction of the Public Infrastructure shall not require compliance with the Texas procurement laws as set out in the Texas Local Government Code. As of the Effective Date, the construction contracts for the construction of Public Infrastructure have not been awarded and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Public Infrastructure, Developer's engineers shall prepare, or cause the preparation of, and the City engineer shall approve, all contract specifications and necessary related documents, including the contract proposal showing the negotiated total contract price and scope of work, for the construction of any portion of the Public Infrastructure that have not been awarded.

(e) Ownership. Unless otherwise specifically set forth herein, all of the Public Infrastructure shall be owned by the City upon acceptance by the City, but only if the Public Infrastructure are designed and constructed in accordance with the City Code, the City Regulations and all applicable laws and this Agreement. Further, the Developer agrees to take any action necessary or reasonably required by the City to transfer, convey, or otherwise dedicate or to ensure the dedication of land, right-of-way, or easements for the Public Infrastructure to the City for public use.

3.2 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and sewer Public Infrastructure or any portion thereof, the City shall maintain and operate the water and sewer Public Infrastructure and provide retail water and sewer service to the Property under the same terms as other similarly located property in the corporate limits of the City. The City rates will apply after the ETJ Property is annexed in accordance with this Agreement.

(b) Upon final inspection, approval, and acceptance of the roadway and storm drainage Public Infrastructure required under this Agreement or any portion thereof, the City shall maintain and operate the public roadways and related drainage improvements, as set out in Section 3.6 of this Agreement, excluding any portion of Crown Road located outside of the City corporate limits.

(c) The HOA shall maintain and operate any open spaces, trails, common areas, landscaping, screening walls, private development signage, detention basins (if any), and any other common improvements or appurtenances within the Property that are not maintained or operated by the City.

3.3 Water Facilities.

(a) Developer's General Obligations. The Developer is responsible for design, installation, and construction of all on-site water improvements necessary to serve the Property, including the major water improvements as shown on **Exhibit E-1** attached hereto ("Water Improvements"). Developer shall be responsible for the dedication of any easements lying within the Property necessary for Water Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City).

(b) Timing of Developer's Obligations. The Developer shall complete in a good and workmanlike manner all Water Improvements necessary to serve the Development prior to the recordation of the final plat. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Adequate Capacity. Upon the City's approval of a preliminary plat for the Property, the Developer shall provide a capacity study to the City detailing the capacity needed to serve the lots in such plat (a "Water Capacity Study"). Subject to the City's Drought Contingency Plan, which may be amended from time to time, the City agrees to provide capacity in the existing water system necessary to provide adequate and continuous water service to the Property in the amount set forth in the Water Capacity Study and in no event less than 180,000 average gallons per day. Notwithstanding anything to the contrary, if the City provides water service to any other

property owners outside of the Property, the Developer's capacity shall not be effected or reduced as a result of such service without the prior written consent of the Developer. This Section 3.3(c) shall survive termination of the Agreement.

(d) CCN. The Developer agrees to cooperate with the City in the City's CCN application to serve retail water service to the Property. The City agrees to provide the Developer: (i) a copy of its CCN application to the Public Utility Commission of Texas, and (ii) monthly status reports throughout the CCN application and approval process, including notice of any application deficiencies. In the event this Agreement is terminated pursuant to Sections 5.1 or 5.2 or any portion of the Property is disannexed from the City pursuant to Sections 5.1 or 5.2 hereof, the City agrees to cooperate with the Developer to promptly release the CCN or transfer the CCN to another utility provider, at the discretion of the Developer. This Section 3.3(d) shall survive termination of the Agreement.

3.4 Wastewater Facilities.

(a) Developer's General Obligations. The Developer is responsible for the design, installation, and construction of the on-site wastewater improvements necessary to serve the Property including the major wastewater improvements as shown on **Exhibit E-2** attached hereto (the "Wastewater Improvements"). Developer shall be responsible for the dedication of any easements lying within the Property necessary for Wastewater Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City) for all development.

(b) Timing of Developer's Obligations. The Developer shall complete in a good and workmanlike manner all Wastewater Improvements necessary to serve the Project prior to the recordation of the final plat If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Adequate Capacity. Upon the City's approval of a preliminary plat for the Property, the Developer shall provide a capacity study to the City detailing the capacity needed to serve the lots in such plat (a "Wastewater Capacity Study"). The City agrees to provide capacity in the existing wastewater system, including wastewater treatment, necessary to provide adequate and continuous wastewater service to the Property in the amount set forth in the Wastewater Capacity Study and in no event less than 84,000 average gallons per day. Notwithstanding anything to the contrary, if the City provides wastewater service to any other property owners outside of the Property, the Developer's capacity shall not be effected or reduced as a result of such service without the prior written consent of the Developer. This Section 3.4(c) shall survive termination of the Agreement.

3.5 Water and Wastewater Services.

(a) Maintenance and Operation. Upon acceptance by the City of all or any the water and wastewater facilities described herein, the City shall operate or cause to be operated said water and wastewater facilities serving the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City as otherwise required by State law, subject to the maintenance bond provided by Developer in place for two (2) years

after the City's final acceptance of the Public Infrastructure. Upon acceptance by the City, the City shall at all times maintain said water and wastewater facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same, subject to the maintenance bond which shall pay for and maintain the Public Infrastructure for the two year period stated herein.

3.6 Roadway Facilities and Drainage Improvements.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all roadway facilities required to serve the Property, including the Roadway Improvements (hereinafter defined), which includes road maintenance bonds effective for a period of no less than two (2) years. The design of all onsite roadway facilities shall be approved by the City in advance of the construction of same.

(b) Crown Road Improvements. Developer intends to construct or cause the construction of improvements to the existing Crown Road bridge and the related roadway extension connecting to the Property, including the installation a 3-way intersection with traffic control signage on Crown Road as shown on **Exhibit D-1** and an emergency flood gate and any other necessary flood alert signage or flashing warning lights agreed to between the Developer and Parker County (the "Crown Road Improvements"). The portion extending outside of the City's existing corporate limits shall be considered private improvements and upon completion, the private Crown Road Improvements will be owned and maintained by the HOA; provided, however, the private Crown Road Improvements shall be constructed in accordance with the City Regulations, ordinances, and city standards. The portion of the Crown Road Improvements extended within the Property boundary and within the City corporate limits shall be conveyed to the City for ownership and maintenance in conformance with roadway facility standards contained herein. Towles Drive Improvements. The Developer shall construct or cause construction of the continuation of J.D. Towles Drive as a sixty (60') foot right-of-way and street section to match The Reserves at Trinity Phase 2 construction plans, including a six foot (6') bike lane for the onsite portion from the southern point of connection with The Reserves at Trinity extending through the Property to the northernmost connection point to Crown Road as shown on **Exhibit D-2** attached hereto (the "J.D. Towles Drive Improvements").

(c) Royal View Drive Improvements. Developer shall construct or cause construction of an electronic emergency access gate at the southeast connection point to Royal View Drive as shown on **Exhibit D-3** (the "Royal View Drive Improvements" and collectively with the Crown Road Improvements and the J.D. Towles Drive Improvements, the "Roadway Improvements"). Control of access to the Royal View Drive Improvements will be granted to the City for emergency personnel use only and a Knox Box (rapid access key lock box) shall be installed at the expense of the Developer. There shall be no ingress or egress from the residents of the development from this entry point, and the HOA shall expressly restrict access to emergency personnel only within the Declaration of Covenants, Conditions and Restrictions of the Project to be recorded in Parker County and enforceable by the City.

(d) Timing of General Obligations. Prior to the recordation of any final plat for the Project, Developer shall complete, in a good and workmanlike manner, construction of all

roadway facilities and related improvements necessary to serve the Project in accordance with construction plans approved by the City. Thereafter, the roads shall be conveyed to the City for ownership and maintenance, subject to the maintenance bond provided by Developer in place for two (2) years after the City's final acceptance of the Public Infrastructure.

3.7 Drainage/Detention Infrastructure. Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve the Property and the cost thereof. Any detention basins, if needed, will be privately owned and maintained by the HOA. Prior to the recordation of any final plat for the development, Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve the development. Upon inspection, approval and acceptance, City shall maintain and operate the drainage improvements for the Property, subject to the maintenance bond provided by Developer in place for two (2) years after the City's final acceptance of the Public Infrastructure.

## SECTION 4
## CHARGES AND FEES

4.1 Charges and Fees.

(a) Development, Review, Permit, and Inspection Fees. For the first five (5) years following the Effective Date of this Agreement, development of any portion of the Property shall be subject only to payment to the City of the applicable fees according to the City's Development Services Fee Schedule adopted and in effect on the Effective Date, including without limitation fees relating to platting, zoning requests, permitting, and any other charges and fees not expressly exempted or altered by the terms of this Agreement. Beginning in the sixth ($6^{th}$) year after the Effective Date of this Agreement, development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the then-current City Development Services Fee Schedule, City Code or City Regulations.

(b) Impact Fees. The Parties agree that all Impact Fees charged or assessed against the Property shall be at the rates set forth in the City Regulations and shall be due and by homebuilders or other builders of vertical improvements permitted hereunder in accordance with the requirements of Chapter 395, City Code, and City Regulations. The City acknowledges that it cannot assess roadway Impact Fees on properties within its ETJ, including the ETJ Property, and that regardless of annexation status of all or any portion of the ETJ Property pursuant to this Agreement, the City shall not assess roadway Impact Fees against the ETJ Property. The Developer recognizes that certain portions of the Impact Fees imposed by the City for water represents a payment obligation from the City to the City of Fort Worth.

(c) Parkland Dedication and Park Improvements. The Developer agrees to dedicate approximately 16 acres (but in no event less than 15 acres) of parkland to the City shown as "Future City Park" on the Conceptual Plan attached hereto (the "Park Dedication Land"). The Parties acknowledge that the depiction of the Park Dedication Land on **Exhibit C** attached hereto is conceptual in nature and is subject to final design and engineering. The sizes and locations of the Park Dedication Land will be determined pursuant to the City's platting or zoning processes and shall not require an amendment to **Exhibit C** attached to this Agreement. In exchange for the

dedication of the Park Dedication Land, Developer shall be deemed to have satisfied all applicable parkland dedication requirements or fees required in lieu thereof, as well as any park development fees or park impact fees that may now or hereinafter be enacted by the City, including any related community development fee or similar fee, by whatever name, enacted by the City now or in the future. Within the Park Dedication Land, the Developer shall construct or cause construction of (i) a 10-foot-wide concrete trail looping along the boundary of the Park Dedication Land with an adjacent meandering dirt trail for biking, (ii) a minimum of 10 parking stalls to be constructed along the southwest cul-de-sac adjacent to the Park Dedication Land, and (iii) a permanent restroom facility within a relatively close proximity to the parking stalls (collectively, the "Park Improvements"). Upon completion, the Park Improvements will be dedicated to and accepted by the City as part of the Park Dedication Land for public use. The Park Improvements will be privately maintained by the HOA. The City agrees to provide the HOA with all necessary easements for the HOA to maintain the Park Improvements.

## SECTION 5
## ANNEXATION AND ZONING MATTERS; CONCEPTUAL PLAN

5.1 Annexation into City. This Agreement constitutes a request by the Developer for voluntary annexation of the ETJ Property into the corporate limits of the City (the "Annexation Petition"). The City agrees, in accordance with applicable statutory requirements, to take all steps necessary to complete and approve annexation of the ETJ Property into the corporate limits of the City (the "Annexation") within sixty (60) days of the date the Annexation Petition is effective. The municipal services agreement ("Municipal Services Agreement") in form attached as **Exhibit H** is acceptable to Developer and the City and shall be submitted to the City Council for approval at the same meeting the City Council considers Annexation of the ETJ Property. In the event that the ETJ Property is not annexed within the time required above, the City shall have the right to terminate the Agreement, and upon termination of the Agreement, neither the City nor the Developer shall have any liability to one another because of such termination. The Developer acknowledges receipt of the following written disclosure as required by Local Government Code Section 212.172(b-1) and (b-2): **Developer understands that it is not required to enter into this Agreement. The City is annexing the ETJ Property described herein (the "Annexed Property") on a request by Developer and/or the owners of the ETJ Property, as the owner of the Annexed Property, to annex the Annexed Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) Developer shall submit a petition to annex the Annexed Property to the City Council; (b) the City Council will negotiate and execute an annexation services agreement in the form of Exhibit H applicable to the Annexed Property; (c) the City Council will call for a public hearing to consider annexation of the Annexed Property, publish notice of the public hearing not more than twenty (20), but not less than ten (10) days before the public hearing in a newspaper of general circulation in the area and public notice on the City's website; (d) the City will send written notice of annexation to the school district in the Annexed Property area, along with other public entities and private entities providing services in the Annexed Property area; and (e) the City will conduct a public hearing on the annexation and adopt an ordinance annexing the Annexed Property. The annexation of the Annexed Property, and the procedures applicable to the annexation, require the Developer's consent. The City, by entering into the Municipal Services Agreement in the form of Exhibit H, has waived its immunity to suit, pursuant to Section 212.172 of the Local Government Code.**

5.2 Zoning.

(a) Prior to the Effective Date of this Agreement, the Developer has caused the delivery of an application to zone the Property consistent with the Development Standards attached hereto (the "Zoning Application"). The Zoning Application shall be deemed submitted on the Effective Date of this Agreement. The City shall make every effort to process the Zoning Application concurrently with the Annexation. In the event of a conflict between this Agreement and any zoning ordinance adopted by the City Council relating to the ETJ Property (including without limitation the City's zoning ordinance under the City Regulations (the "Zoning Ordinance"), this Agreement will prevail. Regardless of how the City zones the ETJ Property, and notwithstanding anything to the contrary in the Zoning Ordinance or other City ordinances, rules or regulations, the ETJ Property shall be governed by and may be used and developed in accordance with the Development Standards attached hereto, and all other terms of this Agreement at all times during the Term of this Agreement.

(b) Should the City fail to grant approval of the Clearion Planned Development District applicable to the ETJ Property that is identical to the Zoning Application or approve zoning on the ETJ Property that is any way more restrictive than the Development Standards attached hereto, Developer shall have the right to: (a) use and develop the ETJ Property in accordance with the Development Standards and this Agreement notwithstanding the ultimate zoning of the ETJ Property; or (b) terminate this Agreement with Notice to the City. Upon termination, the Parties will have no further liability to each other except as follows: Within thirty (30) days following delivery of such termination Notice, the City shall: (i) disannex the ETJ Property from the City and (ii) be deemed to have consented to the formation of a municipal utility district or similar utility or improvement district created by special act of the Texas Legislature, TCEQ, or the Parker County Commissioners Court. The City agrees, at no cost to the City, to consider such further resolutions or ordinances and execute such further documents as may reasonably be requested by Developer, the TCEQ, the Texas Attorney General, or the applicable district to evidence the City's consents as set forth in this Agreement and in any consent resolution consenting to a district.

5.3 Gas Well Setbacks.

(a) The drilling and production of oil and gas within the Property shall not be permitted on the surface of the Property.

5.4 Conceptual Plan. As consideration for the City's obligations under this Agreement, the Developer agrees that the development and use of the Property including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Development Standards and in general conformance with the Conceptual Plan as determined by the City. Any amendment to the Conceptual Plan or Development Standards attached hereto that is approved by the City Council pursuant to the City's platting or zoning processes shall be considered an amendment to this Agreement. Notwithstanding anything to the contrary, the City Manager may administratively approve minor amendments to the Conceptual Plan limited solely to: (a) adjustments to the street network and layout, including the addition or removal of a roadway as supported by a traffic impact analysis; (b) changes as a result of a finding or determination by a governmental authority; and (c) adjustments to the boundaries and area of

any undeveloped areas on the Conceptual Plan by up to a cumulative amount of twenty-five percent (25%) for each land use area. If the City Manager deems an amendment not to be minor in nature in their reasonable discretion, the proposed amendments to the Conceptual Plan shall be processed in accordance with the City Code and/or City Regulations.

## SECTION 6
## ADDITIONAL OBLIGATIONS AND AGREEMENTS

6.1 Administration of Construction of Public Infrastructure. Subject to the terms of this Agreement, Developer shall be solely responsible for the construction of all Public Infrastructure. The on-site and off-site Public Infrastructure and all other related improvements will be considered a City project, and the City will own all such Public Infrastructure upon completion and acceptance.

6.2 Mandatory Homeowners' Association. Developer will, in a manner acceptable to the City and no later than the date of the sale of the first lot, create the HOA, which shall be mandatory and shall levy and collect from property owners' annual fees in an amount calculated to maintain the certain right-of-way irrigation systems, raised medians and other right-of-way landscaping, and screening walls within the Project. Common areas, including, but not limited to, all landscaped entrances to the Project and right-of-way landscaping and signage, shall be maintained solely by the HOA. Maintenance of public rights-of-way, landscaping, and signage by the HOA shall comply with City Code and/or City Regulations and shall be subject to oversight by the City.

6.3 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between the Conceptual Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

6.4 Compliance with City Regulations and City Code. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations and City Code unless expressly stated to the contrary in this Agreement. City Regulations and City Code shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement. It is expressly understood and the Parties agree that City Regulations and City Code applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, international codes, zoning regulations not affected by this Agreement, and other policies duly adopted by the City.

6.5 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, traffic control devices or signs, and all other required improvements, at no cost to the City except as expressly provided in this Agreement, and as approved by the City's engineer or his or her agent. Developer

shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations and/or City Code unless otherwise established in this Agreement. Developer shall provide engineering studies, plan/profile sheets, and other construction documents, including a Traffic Impact Analysis ("TIA") at the time of platting as required by City Regulations and/or City Code and as required by this Agreement. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. No final plat may be recorded in the Real Property Records until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved, and accepted by the City. Notwithstanding anything to the contrary, a final plat may be submitted to the City for review and approval prior to completion of construction of any Public Infrastructure if the Developer provides the City with applicable payment bonds and performance bonds acceptable to the City.

6.6 Early Grading Permit. Upon written request from Developer (or its contractor or builder), the City Engineer or Public Works Director shall approve early grading prior to approval of a final plat for all or a portion of the Property provided the following conditions are met: (i) a final plat application has been submitted and accepted but the final plat is not yet approved and/or filed of record; (ii) all erosion control best management practices (as determined by Developer's engineer) are installed prior to starting the grading operation; (iii) Developer or its contractor or builder has obtained a Storm Water Pollution Prevention Plan (SWPPP) permit; and (iv) the following items have been submitted to the City: (a) notification of grading, (b) erosion control plan, (c) a detailed grading and drainage/flood study, and, (d) an "at risk letter" whereby Developer agrees that any early grading work that occurs shall be done at Developer sole and absolute risk.

6.7 Bonds. For each construction contract for any part of the Public Infrastructure, Developer, or Developer's contractor, must execute a performance bond, payment bond and maintenance bond in accordance with applicable City Regulations and/or City Code, which shall name the City and the Developer as a beneficiary: (a) Performance Bond: The Developer shall provide to the City a performance bond in an amount equal to 100 percent of the total contract price (between the Developer and Prime Contractor) guaranteeing the full and faithful execution of the work and for the protection of the City against any improper execution of the work or the use of inferior materials; (b) Payment Bond: A good and sufficient payment bond in an amount equal to 100 percent of the total contract price (between the Developer and Prime Contractor guaranteeing the payment of all labor, material, and equipment used in the construction of the Public Infrastructure. (c) Maintenance Bond: The Developer shall provide the City a maintenance bond in an amount equal to 100 percent of the total cost of the maintenance improvements that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance by the City of the Public Infrastructure constructed under such contract.

6.8 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy.

(a) Inspections, Generally. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the Project, including without

limitation water, wastewater/sanitary sewer, drainage, roads, streets, alleys, public park facilities, electrical, streetlights, and signs. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project until Developer has met its obligations to provide for required Public Infrastructure necessary to serve such portion according to the approved engineering plans and City Regulations and until such Public Infrastructure is operational and has been dedicated to and accepted by the City. Acceptance by the City shall not be unreasonably withheld, conditioned, or delayed.

(b) Acceptance; Ownership. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of Public Infrastructure by the City shall be evidenced in writing issued by the City Manager or his designee.

(c) Approval of Plats/Plans. Approval by the City, the City's engineer, or other City employee or representative, of any plans, designs, or specifications submitted by Developer pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, his 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 Developer or Developer's engineer, or engineer's officers, agents, servants 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. In accordance with Chapter 245, all development related permits issued for the Project, including the Preliminary Plat, shall remain valid for a period of at least two years and shall not thereafter expire so long as progress has been made toward completion of the Project. Upon recordation of the final plat for the Project, if applicable, the Preliminary Plat shall remain valid for the duration of this Agreement as long as progress toward completion of the Project is being made.

6.9 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than $1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall provide to the City certificates of

insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification. All policies shall be endorsed to waive the right of subrogation against the City.

6.10 INDEMNIFICATION and HOLD HARMLESS. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION**. **DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF DEVELOPER AND THE CITY, DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING THAT ANY PROVISION OR STATEMENT IN THIS AGREEMENT CONFERS OR POTENTIALLY CONFERS ANY BENEFIT OR THING OF VALUE TO OWNER THAT IS INVALID, ILLEGAL, UNLAWFUL OR THAT THE CITY IS NOT LEGALLY PERMITTED TO CONFER TO OWNER UNDER THIS AGREEMENT.

6.11 Status of Parties. At no time shall the City have any control over or charge of Developer's design, construction or installation of any of the Public Infrastructure, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

6.12 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245) that is deemed filed with the City on the Effective Date. Notwithstanding anything in Chapter 245 or this Agreement to the contrary, and unless otherwise agreed by Developer, the City's master thoroughfare plan in effect on the Effective Date shall govern for the duration of the Project.

6.13 Legislative Discretion. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement. Except as otherwise permitted by law, nothing contained in this Agreement shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's and/or the Planning and Zoning Commission's legislative discretion.

6.14 Statutory Verifications. The Developer and Owner make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer or Owner (as applicable) within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer and Owner each represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each of the Developer and Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer and Owner each hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer and Owner each hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm

entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer and Owner each hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

6.15 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

## SECTION 7
## EVENTS OF DEFAULT; REMEDIES

7.1 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 thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

7.2 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, specific performance, mandamus, and injunctive relief.

## SECTION 8
## ASSIGNMENT; ENCUMBRANCE

8.1 Assignment. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable by Developer or a Continuing Party, in whole or in part, without the prior written consent of, but upon written notice to, the City. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer, or the Continuing Party, and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer, or the Continuing Party, shall release Developer, or the Continuing Party, from any liability that resulted from an act or omission by Developer, or the Continuing Party, that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer, or the Continuing Party, shall maintain written records of all assignments made by Developer, or the Continuing Party, to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

8.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement. With the exception of: (a) the City, (b) an End User, (c) a purchaser of a Fully Developed and Improved Lot, any person or entity upon becoming an owner of land within the Property or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the rights and obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.3 Third Party Beneficiaries. Except as otherwise provided herein and except for an authorized Continuing Party, this Agreement inures to the benefit of, and may only be enforced by, the Parties, including an authorized assignee of Developer. 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.

8.4 Notice of Assignment. Subject to Section 8.1 and Section 8.2 of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City to the extent required under Section 8.1 or Section 8.2 at least 15 business days in advance of any such sale, assignment, transfer, or other conveyance; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

## SECTION 9
## RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Owner, the Developer and the City, 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.

9.2 Estoppel Certificates. From time to time, upon written request of Owner, Developer or any future owner, and upon the payment to the City of a $100.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

## SECTION 10
## GENERAL PROVISIONS

10.1 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be thirty (30) years after the Effective Date (the "Original Term"). Upon expiration of the Original Term, the City shall have no obligations under this Agreement with the exception of maintaining and operating the Public Infrastructure dedicated to the City.

10.2 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) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. 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.

10.3 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) Developer's consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developer's voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

(d) the Public Infrastructure will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement; and

(f) this Agreement is a development agreement under Section 212.172, Texas Local Government Code.

10.4 Notices. Any notice, submittal, 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 delivered personally or upon the expiration of 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: | City of Willow Park, Texas<br>Attn: City Manager<br>120 El Chico Trail, Suite A<br>Willow Park, Texas 76087 |
| With a copy to: | Messer Fort<br>Attn: Andy Messer<br>6371 Preston Road, Ste. 200<br>Frisco, Texas 75034 |
| To the Owner: | Brothers in Christ Properties LLC<br>Attn: Bryson Adams<br>2121 McClendon Road<br>Weatherford, Texas 76088 |

To the Developer: Skorburg Acquisitions II, LLC
Attn: Bryan Holland
8214 Westchester Drive, Suite 900
Dallas, Texas 75225

With a copy to:

Winstead PC
Attn: Ross Martin
2728 N. Harwood St., Suite 500
Dallas, Texas 75201

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.

10.5 Interpretation. Each Party has been actively involved in negotiating this Agreement. Accordingly, a 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.

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

10.7 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. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer 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.

10.8 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement, or any party that may be construed to be a third-party beneficiary to this Agreement.

10.9 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. 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.

10.10 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 Parker County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Parker County District Court.

10.11 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.

10.12 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.

10.13 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 ten (10) 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 the 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, including, without limitation: acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, acts or orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, pandemics, quarantine, viral outbreaks, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or other acts, events, causes, or circumstances not within the reasonable control of the Party claiming such inability and that could not have been avoided by such Party with the exercise of good faith, due diligence, and reasonable care. A Party that has claimed the right to temporarily suspend its performance shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the

Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance.

10.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

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

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

| | |
|---|---|
| Exhibit A-1 | Metes and Bounds Description of the In-City Property |
| Exhibit A-2 | Metes and Bounds Description of the ETJ Property |
| Exhibit B-1 | Depiction of the Property in City Limits |
| Exhibit B-2 | Depiction of the Property to be Annexed |
| Exhibit C | Conceptual Plan |
| Exhibit D-1 | Crown Road Improvements |
| Exhibit D-2 | J.D. Towles Drive Improvements |
| Exhibit D-3 | Royal View Drive Improvements |
| Exhibit E-1 | Major Water Improvements |
| Exhibit E-2 | Major Wastewater Improvements |
| Exhibit F | Form of Municipal Services Agreement |

[SIGNATURES PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**CITY OF WILLOW PARK**

By:_____
Name: Teresa Palmer
Title: Mayor

ATTEST

_____
Name: Deana McMullen
Title: City Secretary

APPROVED AS TO FORM

_____
Name: Wm. Andrew Messer
Title: City Attorney

STATE OF TEXAS §
COUNTY OF PARKER §

This instrument was acknowledged before me on this ____ day of _____ 2026, by Theresa Palmer, Mayor of the City of Willow Park, Texas, on behalf of said City.

_____
Notary Public, State of Texas

[SEAL]

**OWNER:**

**BROTHERS IN CHRIST PROPERTIES LLC,**
a Texas limited liability company

By: _____
Bryson Adams, Managing Member

STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on this _____ day of _____, 2026, by Bryson Adams, Managing Member of Brothers in Christ Properties LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

[SEAL]

**DEVELOPER**:

Skorburg Acquisitions II, LLC
a Texas limited partnership

By: _____
Name: Adam Buczek, Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me, on the ___ day of _____, 2026, by Adam Buczek, Manager of Skorburg Acquisitions II, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

[SEAL]

## Exhibit A-1
## Description of the In-City Property

**BEING** a tract of land situated in the M. Edwards Survey, Abstract Number 1955, and A. McCarver Survey, Abstract Number 910, Parker County, Texas, being a portion of a tract of land described by deed to Brothers in Christ Properties, LLC recorded in Instrument Number D202329094, of the Official Public Records, Parker County, Texas being more particularly described by metes and bounds as follows:

**BEGINNING** at the southeast corner of said Brothers in Christ Properties, LLC tract, being the southwest corner of Lot 17, Block 1 of Willow Wood, an addition to the City of Willow Park, recorded in Volume 361-A, Page 32, said County Records, and being in the north right-of-way line of Royal View (a 60'right-of-way) dedicated in said Willow Wood Addition;

**THENCE** S 89°58'59"W, 824.36 feet, with the north line of said Willow Wood and the south line of said Brothers in Christ Properties, LLC tract;

**THENCE** departing said common line, over and across said Brothers in Christ Properties, LLC tract the following bearings and distances:

S 89°58'59"W, 824.36 feet;

N 00°14'58"W, 131.76 feet;

N 09°41'19"E, 86.65 feet;

N 16°10'39"E, 115.16 feet;

N 00°28'58"W, 135.67 feet;

N 19°33'18"W, 58.44 feet;

**THENCE** N 03°34'02"W, 529.70 feet, to the south line of a tract of land described by deed to Gary Dale Lee recorded in Volume 738, Page 27, said County Records and being the north line of said Brothers in Christ Properties, LLC tract;

**THENCE** N 87°29'58"E, 317.51 feet, with said north line to the southeast corner of said Gary Dale Lee tract, being the southwest corner of Lot 1, Block 7 of Squaw Creek Estates West, an addition to the City of Willow Park, recorded in Cabinet A, Slide 144, said County Records;

**THENCE** S 89°55'46"E, 498.71 feet, with the west line of said Squaw Creek Estates West to the northeast corner of said Brothers in Christ Properties, LLC tract and being in the west line of Lot 17, Block 1 of said Willow Woods;

**THENCE** S 00°51'55"E, 1,060.30 feet with the east line of said Brothers in Christ Properties, LLC tract and the north line of said Willow Wood to the **Point of Beginning** and containing 847,145 square feet or 19.448 acres of land more or less.

**Exhibit A-2**
**Description of the ETJ Property**

**BEING** a tract of land situated in the A. MCcarver Survey, Abstract Number 910, and the W. Franklin Survey, Abstract Number 468, Parker County, Texas, being a portion of a tract of land herein after referred to as (Tract 1) described by deed to Brothers in Christ Properties, LLC recorded in Instrument Number D202329094, and being all of a tract of land herein after referred to as (Tract 2) described by deed to said Brothers in Chris Properties, LLC recorded in Instrument Number D202425676, both of the Official Public Records, Parker County, Texas being more particularly described by metes and bounds as follows:

**BEGINNING** at the southwest corner of said Tract 1 and being in the north right-of-way line of Meadow Place Drive;

**THENCE** N 50°14’45”W, 400.03 feet, with said common line;

**THENCE** departing said common line, over and across said Tract 1, the following courses and distances:

N 49°02’30”E, 340.32 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 236.54 feet, through a central angle of 17°29’14", having a radius of 775.00 feet, and a long chord which bears N 57°47’06”E, 235.62 feet;

N 23°11’50”W, 50.00 feet to the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, an arc distance of 252.04 feet, through a central angle of 17°30’13", having a radius of 825.00 feet, and a long chord which bears S 57°47’36”W, 251.06 feet;

S 49°02’30”W, 296.37 feet;

**THENCE** N 86°39’10”W, 25.78 feet, returning to said west line and being the east right-of-way line of Crown Road;

**THENCE** with said common line, the following bearings and distances:

N 17°45’46”W, 249.70 feet;

N 01°55’51”W, 675.94 feet;

N 30°02’48”E, 55.96 feet;

**THENCE** N 46°54’10”E, 79.29 feet, to the northwest corner of said Tract 1

**THENCE** with the north line of said Tract 1 and the south right-of-way line of said Crown Road, the following bearings and distances:

N 89°20’53”E, 1081.22 feet;

N 66°43’06”E, 39.71 feet;

**THENCE** N 89°00’53”E, 118.64 feet, to the southwest corner of a tract of land described by deed to Gary Dale Lee recorded in Volume 738, Page 27, said County Records;

**THENCE** N 87°29’57”E, 1,056.87 feet, departing said east right-of-way line, continuing with said north and the south line of said Gary Dale Lee tract;

**THENCE** departing said common line, over and across said Tract 1 the following bearings and distances:

S 03°34’02”E, 529.70 feet;

S 19°33’18”E, 58.44 feet;

S 00°28’58”E, 135.67 feet;

S 16°10’39”W, 115.16 feet;

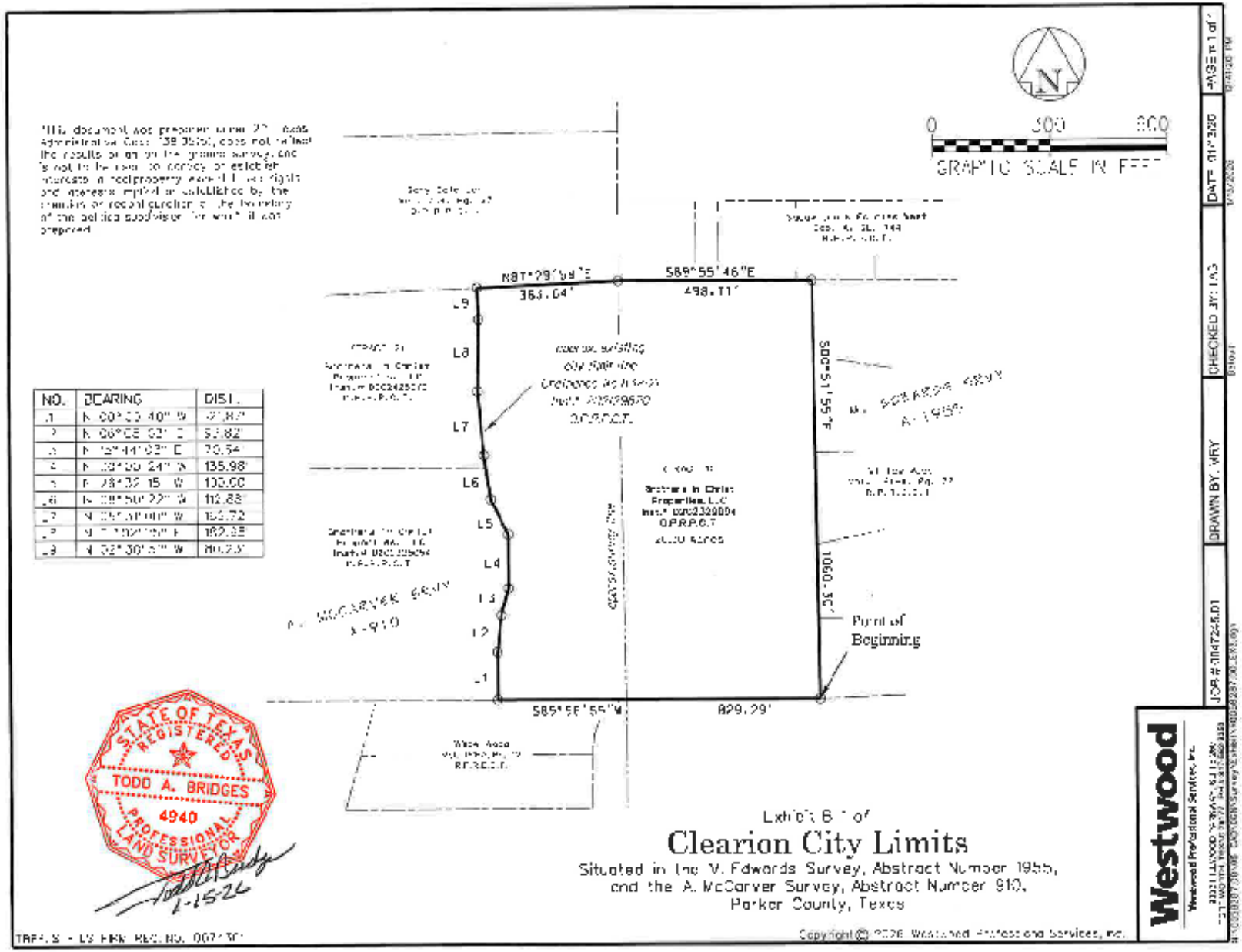
S 09°41’19”W, 86.65 feet;

**THENCE** S 00°14’58”E, 131.76 feet, to the south line of said Brothers in Christ Properties, LLC tract, being in the north line of Lot 5, Block 12 of Willow Wood, an addition to the City of Willow Park, recorded in Volume 361-A, Page 32, said County Records;

**THENCE** S 89°59’02”W, 1,179.13 feet, to the north line of Lot 2R, Block 11 of The Reserves at Trinity, an addition to the City of Willow Park, recorded in Cabinet E, Slide 726, said County Records;

**THENCE** S 00°58’47”E, 365.04 feet, continuing with said north line;

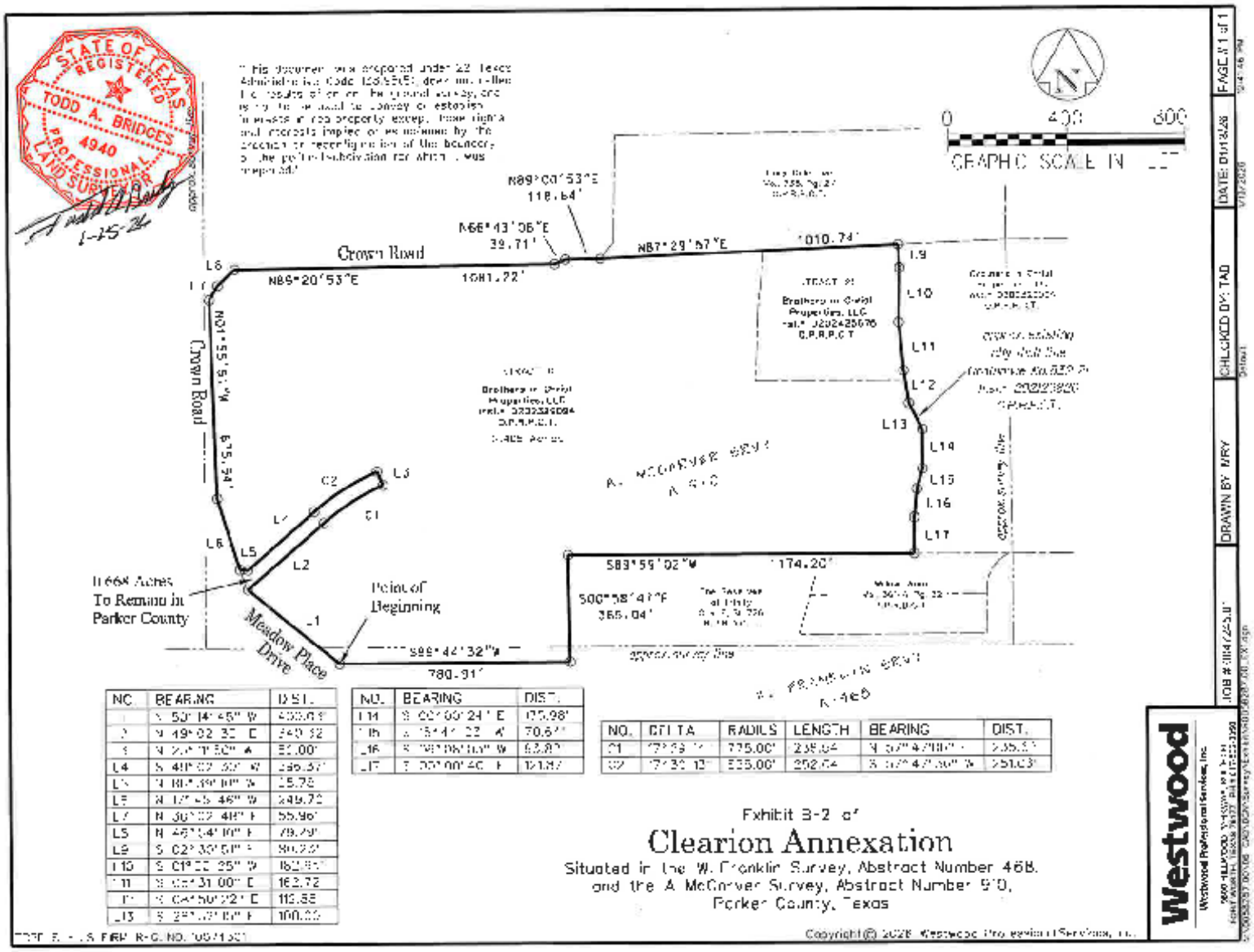
**THENCE** S 89°44’32”W, 780.91 feet to the **Point of Beginning** and containing 2,711,976 square feet or 62.258 acres of land more or less.




| NO. | BEARING | DIST. |
|---|---|---|
| L1 | N 00°03'40" W | 97.87' |
| L2 | N 06°08'03" E | 53.82' |
| L3 | N 12°44'02" E | 70.54' |
| L4 | N 09°00'24" W | 135.98' |
| L5 | N 28°32'15" W | 100.00' |
| L6 | N 08°50'22" W | 112.88' |
| L7 | N 09°30'00" W | 164.72' |
| L8 | N 02°02'15" E | 182.83' |
| L9 | N 02°30'33" W | 80.23' |

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

TBPELS - LS FIRM REG. NO. 10074301




| NO. | BEARING | DIST. |
|---|---|---|
| L1 | S 50°14'45" W | 403.61' |
| L2 | N 49°02'32" E | 349.92' |
| L3 | N 20°17'50" W | 82.00' |
| L4 | S 48°02'30" W | 286.37' |
| L5 | N 88°39'00" W | 25.75' |
| L6 | N 12°45'46" W | 249.72' |
| L7 | N 30°02'48" E | 55.96' |
| L8 | N 46°04'00" E | 79.79' |
| L9 | S 02°30'51" E | 80.23' |
| L10 | S 01°22'25" W | 162.81' |
| L11 | S 02°31'00" E | 162.72' |
| L12 | S 04°50'22" E | 113.55' |
| L13 | S 25°07'01" E | 100.22' |

| NO. | BEARING | DIST. |
|---|---|---|
| L14 | S 02°00'24" E | 175.98' |
| L15 | S 15°41'22" W | 70.67' |
| L16 | S 00°00'00" W | 62.87' |
| L17 | S 00°00'40" E | 121.87' |

| NO. | DELTA | RADIUS | LENGTH | BEARING | DIST. |
|---|---|---|---|---|---|
| C1 | 17°33'12" | 775.00' | 237.04' | N 37°47'30" W | 236.13' |
| C2 | 17°33'12" | 835.00' | 255.84' | S 37°47'30" E | 254.83' |

Exhibit B-2 of

# Clearion Annexation

Situated in the W. Franklin Survey, Abstract Number 468, and the A. McCarver Survey, Abstract Number 910, Parker County, Texas

Westwood

Westwood Professional Services, Inc

7000 HUDSON CROSSING PKWY, SUITE 324
KELLER, TEXAS 76248 817.835.4900

JOB # 0184745.01
DRAWN BY MRY
CHECKED BY: TAD
DATE: 01/13/26
PAGE # 1 of 1

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**Exhibit C**
**Conceptual Plan**

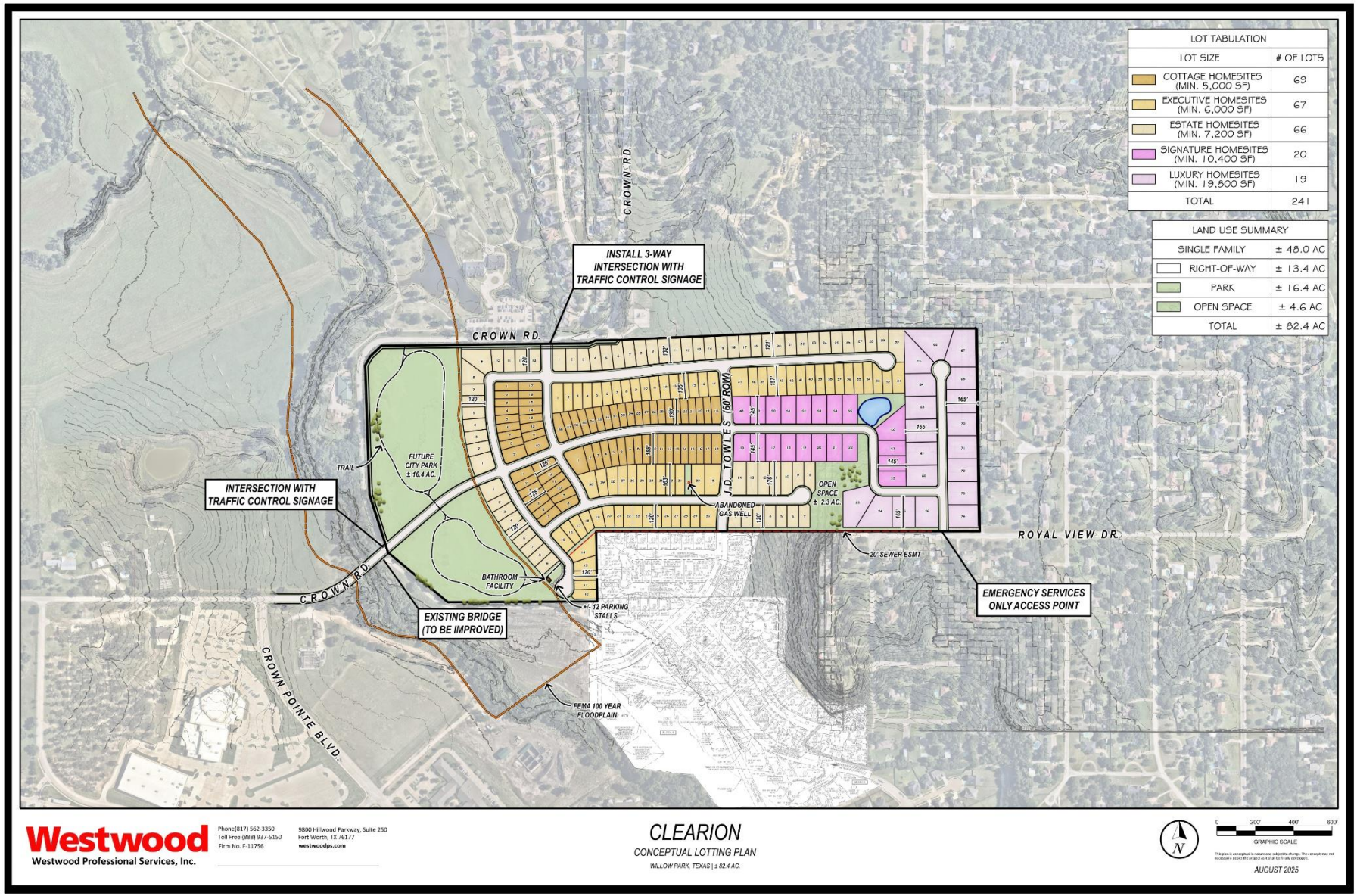


**Exhibit D-1**
**Crown Road Improvements**

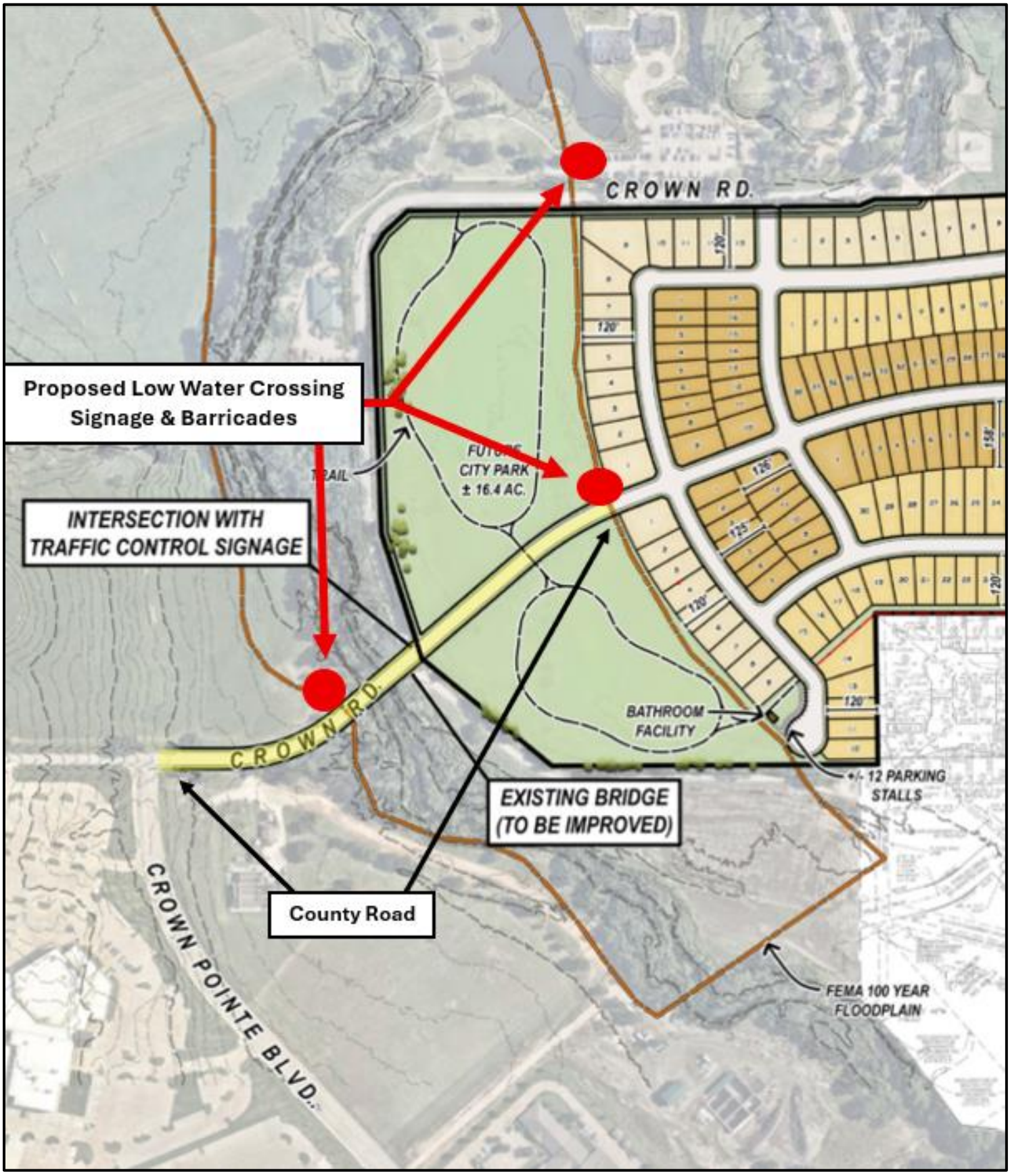
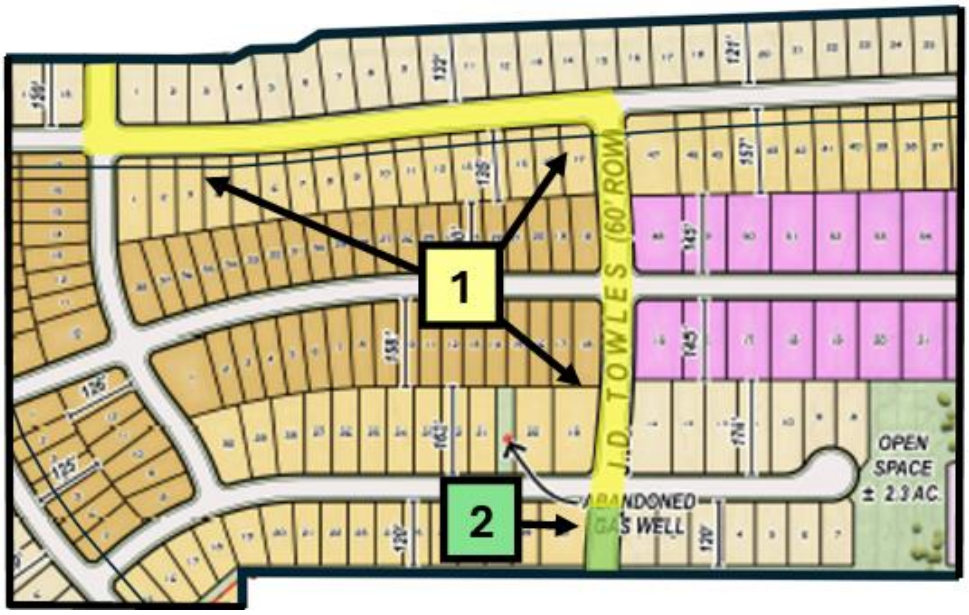
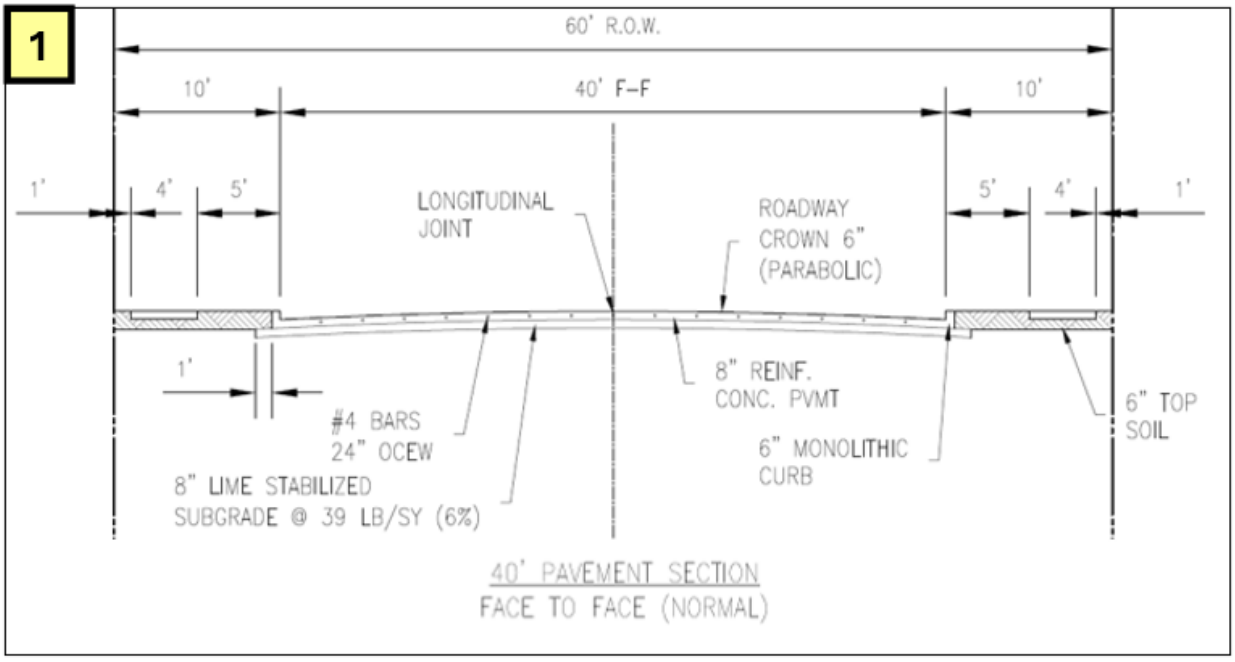


**Exhibit D-2**
**J.D. Towles Drive Improvements**



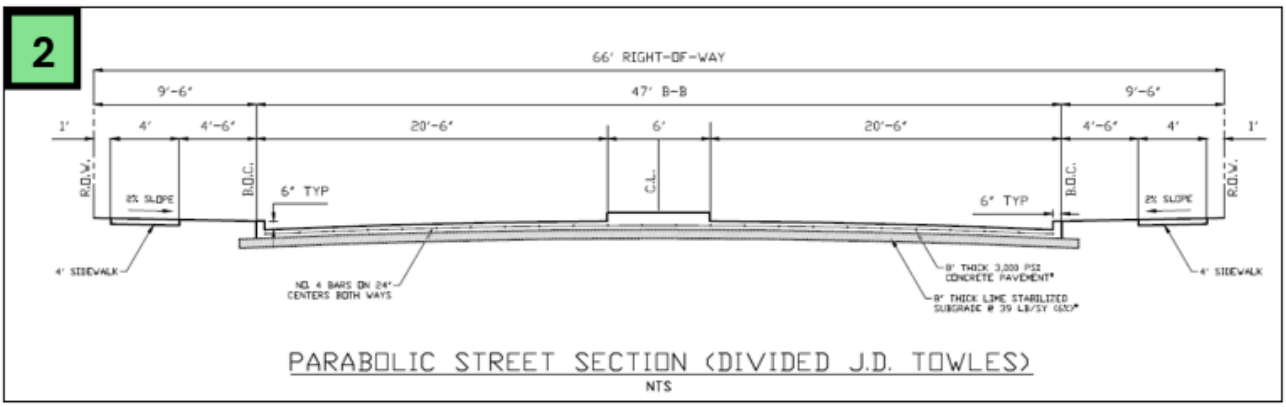
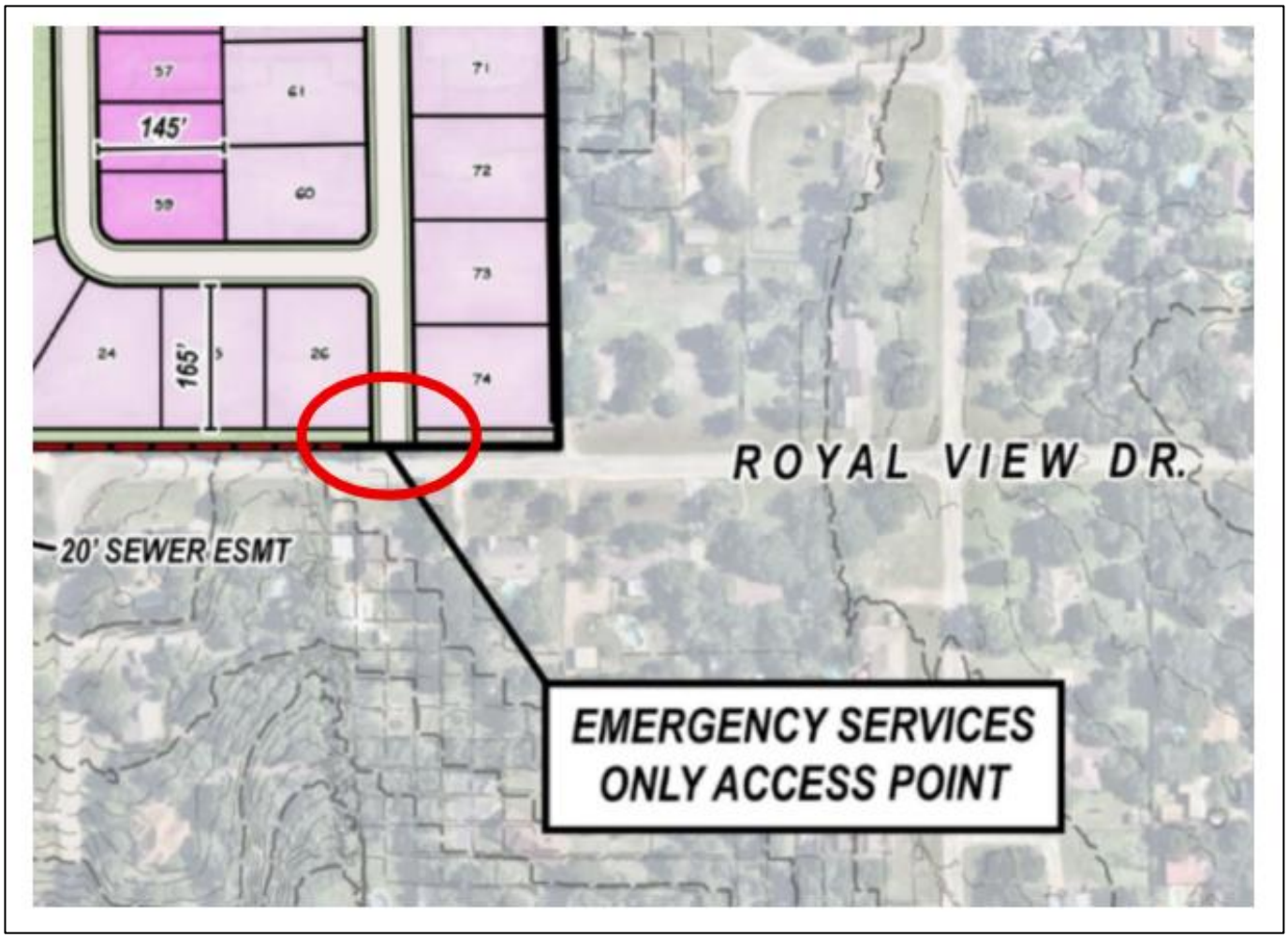
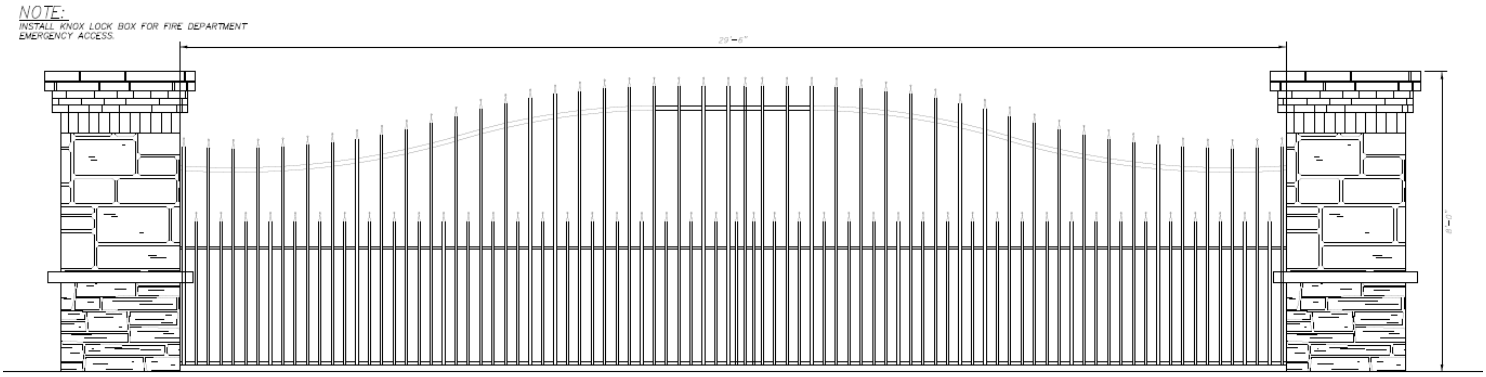



**Exhibit D-3**
**Royal View Drive Improvements**




Gate Rendering is a Conceptual Illustration Only – Not Intended as Final Design

**Exhibit E-1**
**Major Water Improvements**

**Exhibit E-2**
**Major Wastewater Improvements**

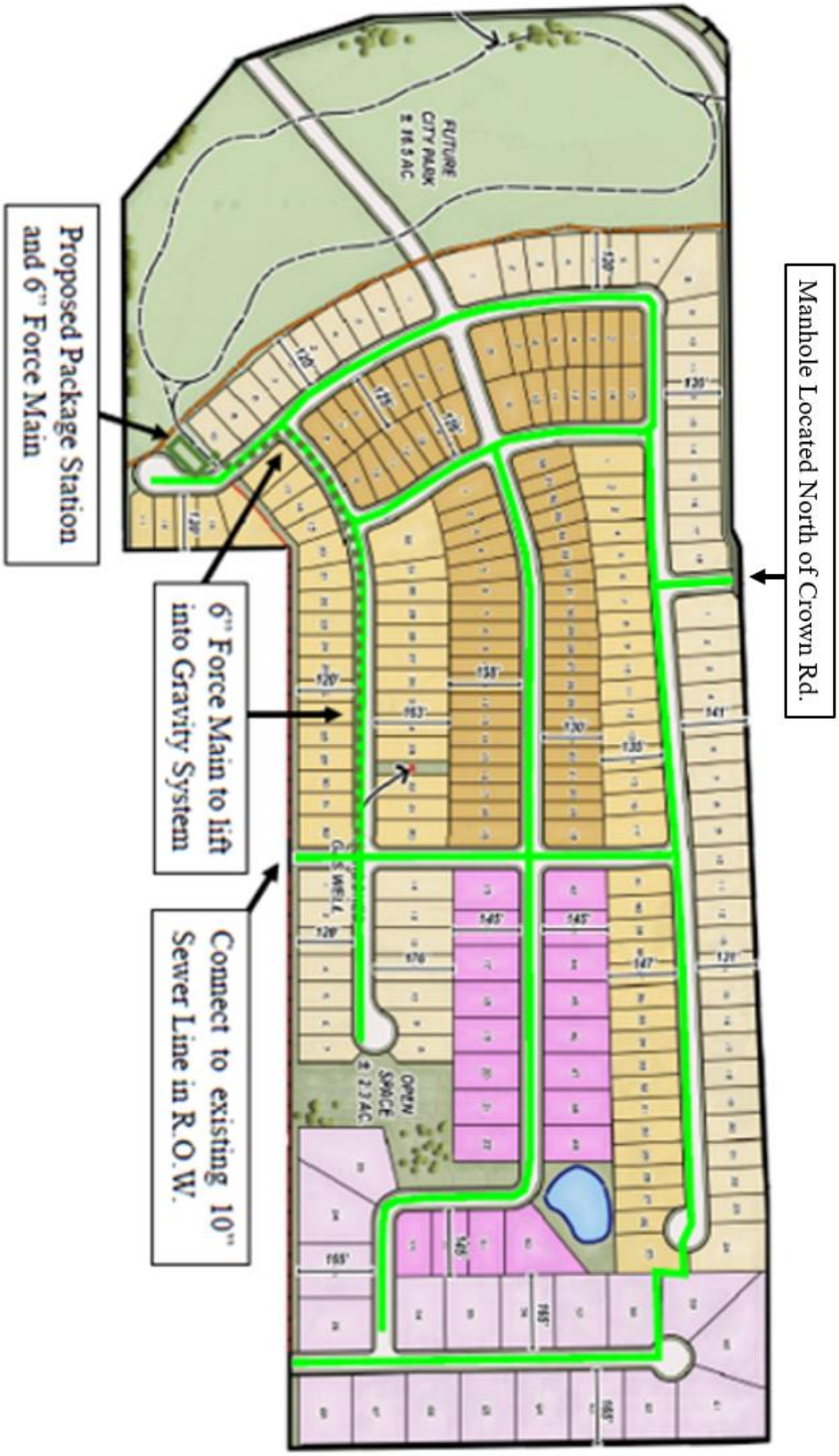


**Exhibit G**
**Development Services Fee Schedule & Impact Fee Schedule**

City of Willow Park
120 El Chico Trail, Ste A
Willow Park, Texas 76087
*Effective 11.14.2023*

## DEVELOPMENT SERVICES
## FEE SCHEDULE

| | |
|---|---|
| Preliminary Plat | $400 + $25 per lot + Filing Fee |
| Replat/Final Plat (includes 911 addressing) | $400 + $35 per lot + Filing Fee |
| Easement Modification/Vacation | $150 |
| Zoning Board of Adjustment Application | (R) $350 (C) $450 |
| Rezoning Application | $450 |
| Annexation Petition | $175 |
| Planned Development Application | $1,000 |
| Special Use Permit Application | $450 |
| Site Development Plan Application - Review/Permit Fee | $200 per hour *(paid at time of SDP Permit issuance)* |
| Site Development Inspection Fees* | $260 per Contract Schedule Days *(paid at time of SDP Permit issuance)* |
| Parkland Dedication Fee | $625 per dwelling unit |
| Flood Plain Development Permit Review Fee | $200 |
| Community Facilities Agreement Fee | $250 + Legal Review, as applicable |
| Zoning Verification Letter | $50 |

*Additional Infrastructure Inspection Fees may apply

## Building Permits & Inspections

**Residential Building Permits Fees**: Single Family Dwellings, Duplexes, Townhouses and any associated habitable or conditioned accessory structures shall be calculated per unit. One permit is issued for all new construction, remodels and manufactured homes per building or address. This includes mechanical, electrical, and plumbing fees. All fees to be determined by the Building Official.

(1) New construction: $1.09 per square foot (Includes mechanical, electrical, plumbing fees)

(2) Remodels, Alterations and Repairs requiring inspection: $0.66 per square foot (Includes mechanical, electrical, plumbing fees)

(3) Detached Garages $0.43 per square foot, includes electrical

| | |
|---|---|
| (4) Carports, Sheds, or other Non-habitable Accessory Buildings electrical | $0.30 per square foot, includes |
| (5) Residential Plan Review Fee | 30% of building permit fee (Not refundable if review completed) |

(6) Residential Electrical

| | |
|---|---|
| Permit Issuance Fee | $25.00 |
| New Construction (If Separate permit) | $0.08 per square foot + Permit Issuance Fee |
| Remodel, Alteration or Repair | $100.00 (includes issuance fee) |
| Temporary Electric Pole | $100.00 |
| Unlisted Permits (Repairs, etc.) | $100.00 |

(7) Residential Mechanical

| | |
|---|---|
| Permit Issuance Fee | $25.00 |
| New Construction (If Separate permit) | $0.07 per square foot of AC area + Permit Issuance Fee |
| Remodel, Alteration, or Repair | $100.00 (includes issuance fee) |
| Unlisted Permits (Repairs, etc.) | $100.00 |

(8) Residential Plumbing

| | |
|---|---|
| Permit Issuance Fee | $25.00 |
| New Construction (If Separate permit) | $0.09 per square foot +Permit Issuance Fee |
| Remodel, Alteration or Repair | $100.00 (includes issuance fee) |
| Unlisted Permits (Repairs, etc.) | $100.00 |

**Commercial Building Permit Fees:**

(1) **Commercial Buildings** - Valuations to be determined by Building Official based upon 2021 Edition of Table 1-Square Foot Construction Costs, in the permit fee process as published by the International Code Council along with the current City adopted Table 3 Valuation Chart and any local Willow Park fee modifiers. ***Note:*** One permit is issued for all new construction, additions and remodels per building or address. This includes mechanical, electrical, and plumbing fees.

| | |
|---|---|
| (2) **Non-residential Plan Review Fee** | 65% of building permit fee |

(3) **Commercial Electrical**

| | |
|---|---|
| Permit Issuance Fee | $25.00 |
| New Construction (if separate permit) | $0.10 per square foot + Permit Issuance Fee. |
| Remodel, Alteration or Repair | (Based upon project valuation/contract amount) |
| Temporary Electric Pole | $75.00 |

(4) **Commercial Mechanical**

| | |
|---|---|
| Permit Issuance Fee | $25.00 |
| New Construction (if separate permit) | $0.10 per square foot of AC area + Permit Issuance Fee |

| | |
|---|---|
| Remodel, Alteration or Repair | (Based upon project valuation/contract amount) |

(5) **Commercial Plumbing**

| | |
|---|---|
| Permit Issuance Fee | $25.00 |
| New Construction (if separate permit) | $0.10 per square foot + Permit Issuance Fee |
| Remodel, Alteration or Repair | (Based upon project valuation/contract amount) |

(6) Commercial Local Willow Park Fee Modifiers applied to Table 1
New Commercial = As per Table 1 no modification
Commercial Interior Remodel of Existing Business = 0.73

**Willow Park Table 3 Valuation Chart – Commercial Construction Fees**

| **Total Sq. Ft. Valuation** | **Fee** |
|---|---|
| $0.00 to $500.00 | $100.00 |
| $501.00 to $2,000.00 | $100.00 for the first $500.00 plus $3.05 for each additional $100.00 or fraction thereof, to and including $2,000.00 |
| $2,001.00 to $25,000.00 | $100.00 for the $2,000.00 plus $14.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.00 |
| $25,001.00 to $50,000.00 | $391.75 for the $25,000.00 plus $10.10 for each additional $1,000.00, or fraction thereof, to and including $50,000.00 |
| $50,001.00 to $100,000.00 | $643.75 for the first $50,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00 |
| $100,001.00 to $500.000.00 | $993.75 for the first $99,999.99 plus $5.60 for Each additional $1,000.00, or fraction thereof, to and including $500,000.00 |
| $500,001.00 to $1,000,000.00 | $3,233.75 for the first $500,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00 |
| $1,000.001.00 and up | $5,608.75 for the first $1,000,000 plus $3.15 for each additional $1,000.00 or fraction thereof. |

## CITY OF WILLOW PARK TABLE 1- SQUARE FOOT CONSTRUCTION COSTS

| International Building Code Occupancies | IA | IB | IIA | IIB | IIIA | IIIB | IV | VA | VB |
|---|---|---|---|---|---|---|---|---|---|
| A-1 Assembly, theaters, with stage | 298.55 | 288.43 | 280.93 | 269.54 | 253.09 | 245.77 | 260.87 | 235.34 | 226.84 |
| A-1 Assembly, theaters, without stage | 273.51 | 263.39 | 255.89 | 244.51 | 228.06 | 220.73 | 235.84 | 210.31 | 201.80 |
| A-2 Assembly, nightclubs | 233.39 | 226.42 | 220.85 | 211.80 | 199.64 | 194.14 | 204.26 | 180.65 | 174.48 |
| A-2 Assembly, restaurants, bars, banquet halls | 232.39 | 225.42 | 218.85 | 210.80 | 197.64 | 193.14 | 203.26 | 178.65 | 173.48 |
| A-3 Assembly, churches | 276.84 | 266.72 | 259.22 | 247.83 | 231.83 | 225.68 | 239.17 | 214.08 | 205.57 |
| A-3 Assembly, general, community halls, libraries, museums | 231.62 | 221.50 | 213.00 | 202.61 | 185.16 | 178.84 | 193.94 | 167.42 | 159.91 |
| A-4 Assembly, arenas | 272.51 | 262.39 | 253.89 | 243.51 | 226.06 | 219.73 | 234.84 | 208.31 | 200.80 |
| B Business | 240.93 | 232.14 | 224.41 | 213.38 | 194.94 | 187.44 | 204.97 | 171.50 | 163.65 |
| E Educational | 253.16 | 244.50 | 238.07 | 227.82 | 212.65 | 201.92 | 219.97 | 185.88 | 180.09 |
| F-1 Factory and industrial, moderate hazard | 142.51 | 135.81 | 128.20 | 123.31 | 110.60 | 105.32 | 118.02 | 91.13 | 85.44 |
| F-2 Factory and industrial, low hazard | 141.51 | 134.81 | 128.20 | 122.31 | 110.60 | 104.32 | 117.02 | 91.13 | 84.44 |
| H-1 High Hazard, explosives | 133.05 | 126.35 | 119.74 | 113.85 | 102.42 | 96.14 | 108.56 | 82.95 | N.P. |
| H234 High Hazard | 133.05 | 126.35 | 119.74 | 113.85 | 102.42 | 96.14 | 108.56 | 82.95 | 76.26 |
| H-5 HPM | 240.93 | 232.14 | 224.41 | 213.38 | 194.94 | 187.44 | 204.97 | 171.50 | 163.65 |
| I-1 Institutional, supervised environment | 240.35 | 232.11 | 225.21 | 216.12 | 198.77 | 193.28 | 216.40 | 178.22 | 172.87 |
| I-2 Institutional, hospitals | 403.60 | 394.81 | 387.08 | 376.05 | 356.54 | N.P. | 367.65 | 333.11 | N.P. |
| I-2 Institutional, nursing homes | 280.29 | 271.50 | 263.77 | 252.74 | 235.00 | N.P. | 244.34 | 211.57 | N.P. |
| I-3 Institutional, restrained | 273.98 | 265.19 | 257.46 | 246.43 | 229.58 | 221.08 | 238.03 | 206.14 | 196.29 |
| I-4 Institutional, day care facilities | 240.35 | 232.11 | 225.21 | 216.12 | 198.77 | 193.28 | 216.40 | 178.22 | 172.87 |
| M Mercantile | 174.08 | 167.12 | 160.55 | 152.50 | 140.10 | 135.60 | 144.96 | 121.12 | 115.94 |
| R-1 Residential, hotels | 242.77 | 234.53 | 227.63 | 218.55 | 200.90 | 195.42 | 218.82 | 180.35 | 175.00 |
| R-2 Residential, multiple family | 203.34 | 195.11 | 188.20 | 179.12 | 162.64 | 157.15 | 179.40 | 142.08 | 136.73 |
| R-3 Residential, one- and two-family [d] | | | | | | | | 1.09 | |
| R-4 Residential, care/assisted living facilities | 240.35 | 232.11 | 225.21 | 216.12 | 198.77 | 193.28 | 216.40 | 178.22 | 172.87 |
| S-1 Storage, moderate hazard | 132.05 | 125.35 | 117.74 | 112.85 | 100.42 | 95.14 | 107.56 | 80.95 | 75.26 |
| S-2 Storage, low hazard | 131.05 | 124.35 | 117.74 | 111.85 | 100.42 | 94.14 | 106.56 | 80.95 | 74.26 |
| U Utility, miscellaneous | 104.03 | 98.14 | 92.46 | 88.40 | 79.71 | 73.77 | 84.55 | 62.84 | 59.88 |

**Miscellaneous Permit Fees:** **All miscellaneous permits include Issuance Fee.**

| | |
|---|---|
| General/Misc. Permits | $100.00 |
| Minimum Construction Permit Fee | $100.00 |
| Residential Fence Permit | $100.00 |
| Residential Retaining Wall > 4’ or Taller | $100.00 |
| Temporary Portable /Moving Storage Building Permit | $25.00 per unit |
| Drive Approach Permit | $100.00 |
| Grading Permit (Commercial or Residential > than 50 cu. yds) | $100.00 |
| Propane Tanks & Piping | $125.00 |
| New/Reconnect Natural Gas Meter/Testing | $75.00 |
| Structure Moving Permit | $300.00 |
| In Ground Swimming pools | $550.00 + 30% Plan Review |
| Hot Tubs and Above Ground Pools | $75.00 |
| Commercial Construction Trailers | $100.00 + Plan Review + MEP’s |
| Commercial Industrialized Buildings | Based Upon Contract Amount |

**Other Inspection or Plan Review Fees:**

| | |
|---|---|
| Additional plan review required by changes, or revisions | $75.00 per hour |
| Use of outside consultants for plan checking or inspections | Actual Consultation Cost + $75 per hour City Cost |
| Replacing damaged, lost, or stolen permit documents | $50.00 plus copy costs |
| Certificate of Occupancy (Not associated with bldg. permit) | $150.00 |
| All Re-Inspections | $100.00 after 2nd |
| All Outside Business Hour Inspections | $125.00 per hour (minimum 2 hr. callout) |

**Irrigation Permits:**

| | |
|---|---|
| Residential Irrigation system | $125 |
| Commercial Irrigation system | $250 |
| Irrigation Well | $1,500 |

*All irrigation systems and wells must provide backflow inspection
**All wells must provide Upper Trinity Groundwater Conservation District approval documentation prior to permitissuance

## On-Site Sewage Facility

**New OSFF Permit** (Includes application, permit, inspections, and notice of approval)

| | |
|---|---|
| Conventional (non-aerobic) | $400 |
| Professional (aerobic) | $600 |

**OSSF System Repair Permit** (Includes application, permit, inspections, and notice of approval)

| | |
|---|---|
| Minor Repair - Increasing, lengthening, or expanding the treatment (tanks) or disposal system (drain field/disposal area), spray area relocation, a single tank replacement (such as a collapsed pump tank) | $150 |
| Major Repair - System replacement, drain field or disposal area replacement, or any replacements to a previously un-permitted system | $400 |

## Oil & Gas Well Permits

| | |
|---|---|
| Gas/Oil Well Permit | $5,000.00 + S.U.P. Permit |
| Gas/Oil Application | $1,000.00 |

## Demolition Permits

| | |
|---|---|
| Residential Building | $125.00 |
| Residential Accessory Building | $ 75.00 |
| Commercial Building or Accessory | $300.00 |

## Signs

**Permanent Signs:**

| | |
|---|---|
| (1-50 s.f.) | $100.00 |
| (51-100 s.f.) | $150.00 |
| (101-150 s.f.) | $200.00 |
| (151-200 s.f.) | $225.00 |
| (201 s.f. and above) | $275.00 |

| | |
|---|---|
| Electronic Message Center | $1,000 + (S.U.P. Permit) |
| Off-site Sign | $3,000 + (S.U.P. Permit) |

**Temporary Signs:**

| | |
|---|---|
| Development Sign | $75.00 |
| Weekend Directional Signs | $75.00 per 6-month duration |
| Vertical or Horizontal Banners | $75.00 |

## Health Permits

| | |
|---|---|
| Food Establishment Health Permit (annual) | $240 |
| Health Permit Re-Inspection Fee | $75 |
| Swimming Pool Annual Inspection (public/commercial) | $240 |
| Mobile Food Vendor (single day use for one event only) | $75 |
| Mobile Food Vendor (annual) | $240 |
| Health Permit Plan Review Fee (Commercial Kitchen) | $100 |

## Fire Permits & Services

**Fire Alarm Fire Code Plan Review including Inspection Services:**

| Building Valuation* | Fee |
|---|---|
| Up to $250,000 | $500 |
| $251,000 to $500,000 | $850 |
| $501,000 to $1,000,000 | $1,100 |
| $1,001,000 to $3,000,000 | $1,600 |
| $3,001,000 to $6,000,000 | $2,400 |
| $6,000,000 and up | $2,400 plus $0.25 for each additional $1,000 |

*Valuation is based upon building permit square footage calculation for construction value of project

**Fire Sprinkler Fire Code Plan Review including Inspection Services:**

| Building Valuation* | Fee |
|---|---|
| Up to $250,000 | $500 |
| $251,000 to $500,000 | $850 |
| $501,000 to $1,000,000 | $1,100 |
| $1,001,000 to $3,000,000 | $1,600 |
| $3,001,000 to $6,000,000 | $2,400 |
| $6,000,000 and up | $2,400 plus $0.25 for each additional $1,000 |

*Valuation is based upon building permit square footage calculation for construction value of project

**Additional Fire Code Review and Inspection Fees:**

| | |
|---|---|
| Fire Code Re-Inspection Fee (Each Inspection after the 2nd Inspection) | $125 after 2nd |
| Residential Subdivision Fire Code Plan Review & Inspection Fee | $250 |
| Emergency Response Plan Review | $50 |
| Fire Watch | $50 per hour Off-Duty Detail Charge |

## Special Event Permits

| | |
|---|---|
| Special Event Permit | $100 |
| Special Event Permit (Local Non-Profit w/proof) | $50 |

## Code Enforcement

| | |
|---|---|
| Working without construction permits approved and issued | Double building permit fee to a maximum of $500.00 |
| Occupying commercial or residential space without | Each offense $2,000.00 maximum prior City approval or Certificate of Occupancy |

**Failure to obtain a permit may result in a doubling of the Permit Fee plus any penalties permitted by law.

## Administrative Services

| | |
|---|---|
| Credit/Debit Card Processing Fee | 3% of Transaction |
| Photocopy (8.5” x 11” or 11” x 17”) | $0.25 per page |
| Photocopy (large format) | $6.00 per page |
| Digital File – Thumb Drive | $30 |
| Open Records Labor Charge (over 50 pages) | $15 per hour |
| Open Records Programming Labor Charge | $28.50 per hour |
| Notary Service (per documented signature) | $1 each |
| Non-Sufficient Funds Fee | $30 |

## City of Willow Park Impact Fee Schedule

§ 13.08.003 **Impact fee schedule.**

For the purposes of the water impact fee schedule, a fee shall be charged per service unit which is defined as a service equivalent to a water connection for a single-family residence. For the purposes of the wastewater impact fee schedule, a fee shall be charged per service unit which is defined as the wastewater service provided to a customer with a water connection for a single-family residence. The water and wastewater impact fees shall be charged against each lot or tract of land and the owner thereof whose water and/or wastewater line is connected with any water line and/or wastewater line in the city, and such fee(s) shall be charged at the following rates:

| Meter size | 5/8" | 3/4" | 1" | 1-1/2" | 2" | 3" | 4" | 6" |
|---|---|---|---|---|---|---|---|---|
| Equivalency factor | 1.0 | 1.5 | 2.5 | 5.0 | 8.0 | 15.0 | 25.0 | 50.0 |
| Water impact fee | $1,995 | $2,993 | $4,988 | $9,975 | $15,960 | $29,925 | $49,875 | $99,750 |
| Wastewater impact fee | $2,165 | $3,248 | $5,413 | $10,825 | $17,320 | $32,475 | $54,125 | $108,250 |

(Ordinance 382-96, sec. 4, adopted 2/20/96; Ordinance 667-13 adopted 5/14/13; Ordinance 699-14 adopted 12/9/14; Ordinance adopting 2017 Code; Ordinance 844-21 adopted 12/14/21; Ordinance 866-22 adopted 9/13/22)

**Exhibit F**
**Form of Municipal Services Agreement**

**SERVICE PLAN AGREEMENT**
**CLEARION DEVELOPMENT**
**CITY OF WILLOW PARK, TEXAS**

**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 SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**STATE OF TEXAS §**
**§**
**COUNTY OF PARKER §**

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE**
**MUNICIPAL SERVICES AGREEMENT**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Willow Park, Texas, (the "City") and Brothers in Christ Properties LLC (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

**RECITALS**

**WHEREAS,** the Owner owns a parcel of real property of approximately approximately 62.258 acres of real property located within the extraterritorial jurisdiction ("ETJ") of the City, described by metes and bounds in Exhibit A-2 (the "Property" located in Parker County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein; and

**WHEREAS,** the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in Exhibit "B" attached hereto; and

**WHEREAS,** the City and the Owner acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

**WHEREAS,** this Agreement is to be recorded in the Real Property Records of Parker County, Texas.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

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**Section 1.** The City acknowledges and agrees that it shall provide the municipal services listed in Exhibit "B" to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

**Section 2.** The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

**Section 3.** The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

**Section 4.** The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

**Section 5.** The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at the following internet address and that the Regulations shall apply to all development of the Property https://ecode360.com/41544446#41544451.

**Section 6.** This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences, or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

**Section 7.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand–delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

**if to City:** City of Willow Park
Attn: City Manager
120 El Chico Trail Suite A
Willow Park, TX 76087

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Telephone: (817)441-7108

**With a copy to:**

Messer Fort, PLLC
Attn: Andy Messer, City Attorney
6371 Preston Road, Suite 200
Frisco, Texas 75034

**if to Owner:** Clearion Development

_____
_____
_____
_____

Telephone: _____

**Section 8.** A certified copy of this Agreement shall be recorded in the real property records of Parker County, Texas, and this Agreement shall constitute a covenant that runs with the Property.
**Section 9.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.
**Section 10.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.
**Section 11.** Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
**Section 12.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Parker County, Texas.
**Section 13.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute the same instrument.
**Section 14.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4, and 10 herein.
**Section 15.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without the written agreement of the Parties to be attached to and made a part of this Agreement.
**Section 16.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
**Section 17.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
Entered into this _____ day of _____, 2026.

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CITY OF WILLOW PARK

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF PARKER §

This instrument was acknowledged before me on the _____ day of _____ by _____, _____ of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

OWNER

By:_____
Brothers In Christ, LLC

_____
Skorburg, LLC

STATE OF TEXAS
COUNTY OF PARKER

This instrument was acknowledged before me on the _____ day of _____ by Brothers in Christ, LLC and Skorburg, LLC as owners of the property, in their individual capacity.

_____
Notary Public, State of Texas

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**Exhibit "A" – Legal Descriptions**

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**Exhibit A**
**Description of the ETJ Property**

**BEING** a tract of land situated in the A. MCcarver Survey, Abstract Number 910, and the W. Franklin Survey, Abstract Number 468, Parker County, Texas, being a portion of a tract of land herein after referred to as (Tract 1) described by deed to Brothers in Christ Properties, LLC recorded in Instrument Number D202329094, and being all of a tract of land herein after referred to as (Tract 2) described by deed to said Brothers in Chris Properties, LLC recorded in Instrument Number D202425676, both of the Official Public Records, Parker County, Texas being more particularly described by metes and bounds as follows:

**BEGINNING** at the southwest corner of said Tract 1 and being in the north right-of-way line of Meadow Place Drive;

**THENCE** N 50°14’45”W, 400.03 feet, with said common line;

**THENCE** departing said common line, over and across said Tract 1, the following courses and distances:

N 49°02’30”E, 340.32 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 236.54 feet, through a central angle of 17°29’14", having a radius of 775.00 feet, and a long chord which bears N 57°47’06”E, 235.62 feet;

N 23°11’50”W, 50.00 feet to the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, an arc distance of 252.04 feet, through a central angle of 17°30’13", having a radius of 825.00 feet, and a long chord which bears S 57°47’36”W, 251.06 feet;

S 49°02’30”W, 296.37 feet;

**THENCE** N 86°39’10”W, 25.78 feet, returning to said west line and being the east right-of-way line of Crown Road;

**THENCE** with said common line, the following bearings and distances:

N 17°45’46”W, 249.70 feet;

N 01°55’51”W, 675.94 feet;

N 30°02’48”E, 55.96 feet;

**THENCE** N 46°54’10”E, 79.29 feet, to the northwest corner of said Tract 1

**THENCE** with the north line of said Tract 1 and the south right-of-way line of said Crown Road, the following bearings and distances:

N 89°20’53”E, 1081.22 feet;

N 66°43’06”E, 39.71 feet;

**THENCE** N 89°00’53”E, 118.64 feet, to the southwest corner of a tract of land described by deed to Gary Dale Lee recorded in Volume 738, Page 27, said County Records;

**THENCE** N 87°29’57”E, 1,056.87 feet, departing said east right-of-way line, continuing with said north and the south line of said Gary Dale Lee tract;

**THENCE** departing said common line, over and across said Tract 1 the following bearings and distances:

S 03°34’02”E, 529.70 feet;

S 19°33’18”E, 58.44 feet;

S 00°28’58”E, 135.67 feet;

S 16°10’39”W, 115.16 feet;

S 09°41’19”W, 86.65 feet;

**THENCE** S 00°14’58”E, 131.76 feet, to the south line of said Brothers in Christ Properties, LLC tract, being in the north line of Lot 5, Block 12 of Willow Wood, an addition to the City of Willow Park, recorded in Volume 361-A, Page 32, said County Records;

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**THENCE** S 89°59’02”W, 1,179.13 feet, to the north line of Lot 2R, Block 11 of The Reserves at Trinity, an addition to the City of Willow Park, recorded in Cabinet E, Slide 726, said County Records;
**THENCE** S 00°58’47”E, 365.04 feet, continuing with said north line;
**THENCE** S 89°44’32”W, 780.91 feet to the **Point of Beginning** and containing 2,711,976 square feet or 62.258 acres of land more or less.

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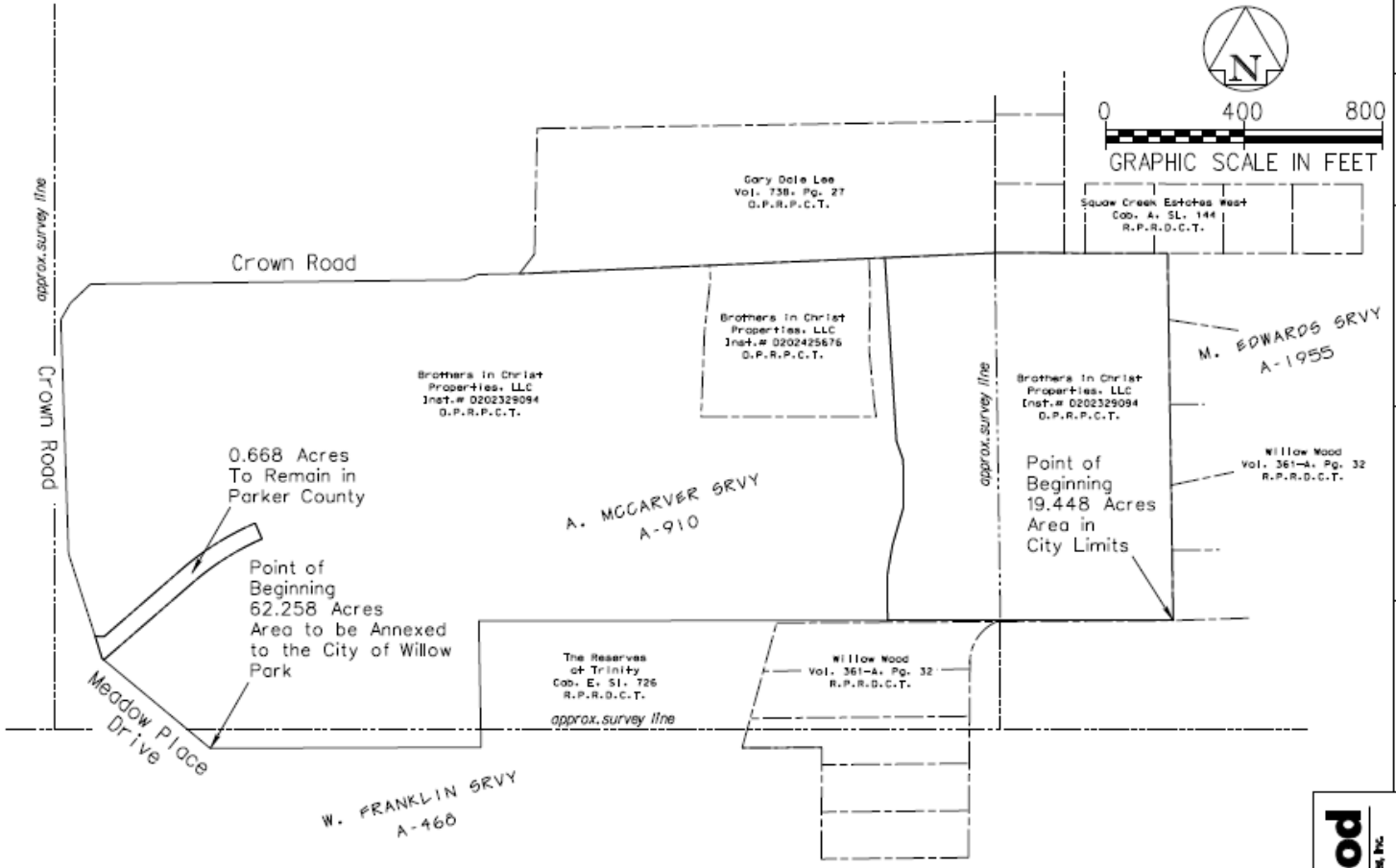


Exhibit of

Clearion (Wilow Park, Texas)

Situated in the M. Edwards Survey, Abstract Number 1955, the W. Franklin Survey, Abstract Number 468, and the A. MCcarver Survey, Abstract Number 910, Parker County, Texas

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Westwood
Westwood Professional Services, Inc.
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH:# 817-562-3350

TBPELS - LS FIRM REG. NO. 10074301

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**Exhibit "B"**
**MUNICIPAL SERVICE PLAN FOR**
**CLEARION DEVELOPMENT**

Upon annexation of the area identified above and as identified on Exhibit A, the City of Willow Park will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

**SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION**

1. **Police Protection**
The City of Willow Park, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. **Fire Protection**
The City of Willow Park, Texas and its Fire Department will provide fire protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

3. **Maintenance of Water and Wastewater Facilities**
All water and wastewater facilities owned or maintained by the City of Willow Park at the time of the proposed annexation shall continue to be maintained by the City of Willow Park. All water and wastewater facilities which may be acquired subsequent to the annexation of the proposed areas shall be maintained by the City of Willow Park to the extent of its ownership. The now existing water and wastewater mains at existing locations shall be available for the point of use extension based upon the City of Willow Park standard extension policy now existing or as may be amended. On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances.

4. **Solid Waste Collection**
Solid waste collection is contracted through Republic Services and commercial accounts are arranged by each account individually with the City of Willow Park. Solid waste collection will be provided to citizens in the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. The City may negotiate with annexed areas to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose fees and provide the service.

If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is received from the community association or individual property owners. The City will then impose fees and provide the service. Garbage collection locations shall be subject to the approval of the Director of Public Works. In the event the City does not collect garbage within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

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5. **Maintenance of Roads and Streets**

Any and all public roads, streets or alleyways, with the exception of the Crown Road Improvements, shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under the ownership of the homeowner association and as such maintained by the association.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools**

In the event any publicly owned parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

7. **Maintenance of any Publicly owned Facility, Building or Municipal Service**

The City of Willow Park, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

8. **Other Services**

The City of Willow Park, Texas finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

**CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE COMPLETED WITHIN 2 ½ YEARS**

1. **Police and Fire Protection and Solid Waste Collection**

The City of Willow Park, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Willow Park, Texas with like topography, land use and population density as those found within the newly annexed areas.

2. **Water Facilities**

For the next 2 ½ years, the City of Willow Park, Texas finds and determines that there is sufficient capacity for water to provide services to the annexed areas pursuant to the City of Willow Park extension policies.

3. **Wastewater Facilities**

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The City of Willow Park finds and determines that there is sufficient capacity to provide wastewater services to the annexed areas and it is not necessary to acquire or construct any capital improvements with 2 ½ years of the effective date of the annexed areas.

4. **Roads and Streets**

The City of Willow Park, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

5. **Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service**

The City of Willow Park, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

**SPECIFIC FINDINGS**

The City of Willow Park, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

**TERMS**

This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Willow Park.

**LEVEL OF SERVICE**

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

**AMENDMENTS**

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

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