

**CITY OF WILLOW PARK
COMMUNITY FACILITIES/DEVELOPER’S AGREEMENT
“COUNTRY HOLLOW” ADDITION**

Agreement between the City of Willow Park Texas, (the “City”) and **HMH COUNTRY HOLLOW LAND, LLC**, or assigns, (the “Developer”), as sole owner and developer of property generally located **APPROXIMATELY 19.16 ACRES OUT OF THE JOHN H. PHELPS SURVEY, ABSTRACT NO. 1046, CITY OF WILLOW PARK, PARKER COUNTY, TEXAS** and as more particularly described as Exhibit “A”, attached hereto and incorporated herein by reference (“Property”). This Agreement relates solely to the development of a residential community (the “Development”) to be developed pursuant to applicable federal, state and local statutes, rules, regulations, the City’s ordinances, the Final Plat of the Development that was approved on **OCTOBER 24, 2023** and this Development Agreement and provisions for the installation of certain public improvements, including, without limitation, water, wastewater and drainage facilities, streets, street lighting (both on-site and off-site necessary to support the Development), easements, open space and community facilities (collectively, the “Improvements”) located therein; and for the assurance of completion and maintenance thereof.

SECTION 1. GENERAL REQUIREMENTS FOR THE DEVELOPER

- A. Completion Date of Development. The Developer agrees that all Improvements required to be completed by the Developer hereunder shall be completed no later than two and one-half (2½) years following the date that this Agreement is approved by the City Council.
- B. Completion of Agreement. This Agreement shall not be considered as complete until one (1) USB flash drive with a full set of digital design files (in .dwg and .pdf format) for all streets and utilities, including street lighting in the Development, certified by the Developer’s Engineer, are filed with the City Administrator.
- C. Covenant Running with the Land. The covenants contained herein shall run with the land comprising the Development and bind all successors and assigns of the Developer until all Improvements are complete and the City Council provides a letter acknowledging completion of the Improvements. Subsequent to formal acceptance of the Improvements only the maintenance and other continuing obligations continue to bind all successors, heirs and assignees. In addition, this Agreement and the letter accepting the Improvement shall be filed of record with the City Secretary as evidence thereof.
- D. Performance and Payment Bonds for Completion of Public Improvements. The Developer shall obtain a performance bond payable to the City to ensure completion of the required public Improvements to be completed by the Developer, as stipulated in this Agreement, and assign such performance bond to the City. The performance bond shall be in the amount of 100 percent of the total contract price (between the Developer and the Prime Contractor), guaranteeing the full and

faithful execution of the work and performance of this Agreement and payment for all labor, materials, and equipment used in the construction of the improvements. The bond amount may be reduced on a pro-rata basis as the Improvements are accepted by the City Engineer as evidenced by a letter of acceptance.

- E. Maintenance Bond for Public Improvements. The Developer shall provide to the City a maintenance bond, in form and substance acceptable to the City Attorney in its sole discretion, that guarantees maintenance of all public Improvements required by this Agreement for a period of not less than two (2) years following acceptance by the City Manager or City Manager's designee of the Improvements. The maintenance bond shall be in the amount of 100 percent of the total costs of the Improvements for this period and the amount of the bond shall be agreed to by the City Administrator.
- F. Temporary Improvements. If temporary improvements related to the Development are required by existing ordinance, statute or federal law, the Developer shall enter into and file a separate improvement agreement and escrow or provide a letter of credit in form and substance acceptable to the City Attorney in his sole discretion, in an amount sufficient to ensure the proper construction, maintenance and removal of the temporary improvements. The Developer shall build and pay for all costs of temporary improvements required by the City and shall maintain those improvements for the period specified by the City.
- G. Developer's Engineer. The Developer must employ a civil engineer, architect or landscape architect, as appropriate, licensed to practice in the State of Texas, for the design and preparation of the plans and specifications for the construction of all Improvements required to be constructed by the Developer under this Agreement.
- H. Contractor Approval. On all public Improvements for which the Developer awards its own construction contracts, the Developer must employ a contractor approved by the City. The contractor must meet the City regulatory standards and statutory requirements for being insured, licensed and bonded to do work in public streets and/or public projects, and to be qualified in all aspects to bid on public streets and upon public projects of similar nature, as the case may be.
- I. Responsibility for Contractor/Subcontractor Fees. On all public Improvements for which the Developer awards its own construction contract(s) or subcontracts, the Developer shall be responsible for all costs incurred in the procurement of such services, labor and materials.
- J. Maintenance of Property While in Development. The Developer will be responsible for mowing all grass and weeds and otherwise reasonably maintaining the aesthetics of all land within the Development which has not been sold to third parties and upon which the third party purchaser has not initiated substantial construction. If the Developer fails to properly mow or maintain the property ten (10) days after written notice or demand by the City, the City may contract for

this service and bill the Developer for reasonable costs. Should the costs remain unpaid 30 days after notice, the City may file a lien on the property so maintained and withhold acceptance of the subdivision until all unpaid assessments and liens have been satisfied.

- K. Dedication of Property. If required by the City Engineer or Planning & Development Director, any dedication to the City of real property as shown on the approved preliminary plat or final plat, including right-of-way and easements, shall include a metes and bound description for conveyance by either final plat or separate instrument.
- L. Property Owners Association. The Developer shall establish a Property [Home] Owners Association for the Development with By-laws, rules and regulations consistent with this Agreement, pertinent City Ordinances and Development Codes and state and federal law. The Developer shall submit the organizational documents to the City Attorney for verification of the inclusion of pertinent terms of this Agreement prior to the recordation of same. The Developer must file in the Real Property Records of Parker County, Texas, a Declaration of - Covenants, Conditions and Restrictions (“Restrictions”). Membership shall be mandatory for all homeowners. The Property Owners Association shall establish an architectural control committee. In addition, the Developer and the Property Owners Association shall be responsible for maintaining all private streets, private utilities and private and public common areas, open spaces and facilities, and for enforcing the Restrictions, ; but the City also shall have the right, but not the obligation, to enforce the Restrictions following 30 day notice issued by the City in the event Developer or Property Owners Association fails to perform.

SECTION 2. CONSTRUCTION PROCEDURES FOR THE DEVELOPER

- A. Engineering Standards. Developer agrees that all public works projects and Improvements to be completed by the Developer shall be constructed at a minimum in accordance with the City’s engineering standards.
- B. Conditions Prior to Construction. Prior to authorizing construction, the City Engineer shall be satisfied that all the following conditions have been met:
 - 1. The approved final plat and site plan reflect all City conditions of approval. The final plat showing all easements, and tax certification will be produced and provided to the City for filing with the Parker County Clerk. All costs for final plat preparation and filing fees are at the expense of the Developer.
 - 2. All required plans and contract documents, if any, shall have been completed and filed with the City.

3. All necessary easements or dedications required for public facilities and improvements, as shown on the approved final plat, shall be conveyed solely to the City by either the final plat or by separate instrument.
 4. All contractors participating in the construction shall be presented with a set of approved plans bearing the City Administrator's or City Administrator's designee stamp of release. These plans must remain on the job site at all times.
 5. A complete list of the contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the City.
 6. All applicable fees must be paid to the City, including, but not limited to applicable impact fees for water, wastewater and drainage. A potential waiver of impact fees for in-kind consideration will be addressed on a case-by-case basis and subject to the approval of the City, such approval to be within the sole and absolute discretion of the City.
 7. The Developer or contractor must furnish to the City an insurance policy of general liability in the amount of \$1,000,000 naming the City as co-insured, prior to the commencement of any work within the Development, or construction of the Improvements by the Developer or contractor.
 8. The Developer must furnish to the City performance and payment bonds, letters of credit or cash escrow as required. No approval of work on or in the development shall be given by the City and no work shall be initiated on or in the development by the Developer until the performance and payment bonds have been received and approved by the City.
 9. Construction of the Improvements shall not be initiated until a pre-construction conference has been conducted regarding the proposed construction. Further, the Developer will give a minimum of 48 hours written notice to the City's Engineer, indicating the time and date that construction will commence.
- C. Inspections. Construction of all Improvements to be completed by the Developer shall be subject to periodic inspections by the City Administrator or the City Administrator's designee. The Developer shall not backfill or cover any sanitary sewer, storm drain or water pipes unless a City inspector is present and gives his consent to proceed. Further, no service lines of water or sewer mains shall be connected to any building until the water and sewer mains have been completed, inspected, and accepted by the City. The Developer will reimburse the City for overtime worked by city personnel in performing project inspection. The Developer shall be responsible for completing and/or correcting public improvements completed by the Developer that are not constructed in accordance with the City's construction standards, specifications, and engineering standards or

this Agreement. Any change in design required during construction shall be reviewed and approved by the City Administrator or City Administrator's designee.

- D. Inspection Fee. All Improvements shall be constructed in compliance with the development plan specifications and proof of compliance shall be provided to the City by testing. Developer, at its sole cost and expense, shall employ an independent testing laboratory agreed to by the City Administrator. Testing of all Improvements shall be performed and results of the tests shall be submitted for review and approval by the City Administrator or City Administrator's designee. Any tests which indicate non-compliance or variance from the project specifications shall result in notification to the City and the contractor of the non-compliance and that work must be remediated. Remediation shall continue until the non-compliance areas have been brought into compliance as indicated by additional testing and City approval.

SECTION 3. DEVELOPER'S PUBLIC IMPROVEMENTS

A. Open Space

1. Park Land Dedication. The Developer agrees to either dedicate or cause to be dedicated to the City real property for park land, as would be described on Exhibit "B" attached hereto and incorporated herein by reference ("Open Space"). Dedication of fee simple title to and interests in the Open Space shall be made prior to the acceptance of any Improvements within the Development and must be made with a metes and bounds description. The acreage contemplated in this subsection, and as designated on the Final Plat, shall be used as public open space; or, Developer shall pay the park land dedication fee to the City as shown in the current adopted Fee Schedule.
2. Obligations of Improvements:
 - (a) The Developer shall obtain a City approved Landscaped Plan that includes all open space improvements and dedications. All Open Space as dedicated on the approved final plat will be maintained by the Property Owners Association after formal acceptance by the City.
 - (b) The Developer shall construct, maintain and be responsible for any and all costs associated with and necessary to provide landscape improvements within the Open Space. Plans for the landscaping are to be submitted to the City for approval before work commences.
 - (c) All landscaping shall, at a minimum, comply with the City's Landscaping, Tree Preservation and Open Space Ordinances. Variations from any of the Ordinances shall be made in accordance

with the applicable Ordinance provisions and shall meet or exceed the goal of the Ordinance.

(d) The improvements in the Open Space shall be completed simultaneously with the final phase of the Development.

3. Maintenance Responsibility. The Property Owners Association shall maintain the Open Space perpetually following the completion of the Improvements. The Developer agrees to accept responsibility for the maintenance of the Open Space until such responsibility is turned over to a Property Owners Association.

B. Streets. All interior streets of the Development shall be public and dedicated in accordance with the approved Final Plat. The streets shall be built in accordance with the approved construction plans and specifications and requirements of the City. The interior streets shall be constructed in phases as the lots are developed and as required to serve the specific phase being developed. The interior streets shall include:

- **Deer Ridge Drive**
- **Morning Dew Drive**
- **Whitetail Drive (portion within Country Hollow subdivision only)**

C. Perimeter Streets.

1. Public Street and roadway dedications shall be made by the Developer in accordance with the approved final plat. This dedication shall also include the conveyance of temporary construction, utility, drainage, and slope easements, as required by the City Engineer.

2. The Developer shall place a performance bond in the amount of 100% and in form and substance reasonably acceptable to the City for the design and construction of perimeter streets.

3. The Developer shall be solely responsible for the installation, maintenance, and cost of all landscaping in any roadway medians indicated on the approved construction plans.

4. The Developer may construct a temporary road to be approved by the City to access the site for construction purposes.

D. Sanitary Sewer. The Developer, at its sole cost and expense, shall construct or cause to be constructed public on-site sewer facilities per the approved construction plans, including the lines, mains or improvements constructed or to be constructed within the boundaries of the Development, all of which will be

dedicated to the City. The Developer shall construct all off-site improvements as indicated on the approved construction plans. Any off-site sanitary sewer improvements will be dedicated to the City upon acceptance by the City. The Developer will provide a two (2) year warranty and maintenance bond to the City upon dedication and acceptance of such improvements. The on-site sanitary sewer facilities shall be constructed in phases as the lots are developed and as required to serve the specific phase being developed. Sewer service shall be functional to each lot platted, prior to the sale of the lot to any third party.

- E. On Site Water. The Developer, at its sole cost and expense, shall construct or cause to be constructed public on-site water facilities as shown in the construction plans approved by the City including the lines, mains or improvements constructed or to be constructed within the boundaries of the development all of which will be dedicated to the City. The Developer shall construct all off-site improvements as indicated on the approved construction plans. Any off-site water improvements will be dedicated to the City upon acceptance by the City. The Developer will provide a two-year warranty and maintenance bond to the City upon dedication and acceptance of such improvements. The on-site water facilities may be constructed in phases to provide service to lots are in the specific phase being developed consistent with requirements of paragraph 4.B.7. Water service shall be function able to each lot platted prior the sale of the lot to any third party.
- F. Storm Water. The Developer shall construct or cause to be constructed on-site storm water facilities as shown or described on approved construction plans within the boundaries of the Development. Developer also shall construct all off-site storm water improvements as indicated on the approved construction plans within Developer acquired easements or pursuant to other legal right. Any improvements will be dedicated to the City upon acceptance by the City. The Developer will provide a two (2) year warranty and maintenance bond to the City upon dedication and acceptance of such improvements.
- G. Streetlights. The Developer, at its sole cost and expense, shall construct or cause to be constructed and install streetlights and signage on all interior streets in the subdivision using lights and signs approved by the City. The lights and signs shall be installed as the streets are developed.
- H. Screening Fences. The Developer, at its sole cost and expense, shall construct or cause to be constructed a screening fence. The screening fences shall be a minimum of six feet (6') in height and a maximum of eight feet (8') unless otherwise noted and approved by the City, and constructed of wood, masonry or other like materials as determined by the Developer. The screening fence shall be constructed prior to any sale of any described lot to a third party and commencement of construction.
- I. Maintenance. All improvements, including streetlights and screening fences shall be perpetually maintained by the Property Owners Association in accordance with

all specifications and requirements of the City save and except those dedicated to and specifically accepted by the City.

- J. Sidewalks. Sidewalks shall be installed in accordance with City standards.
- K. Amenities. It is understood that the Subdivision may incorporate several unique amenities and aesthetic improvements, such as a walking trail around the detention area. The Developer agrees to accept responsibility for the construction and maintenance of all such amenities or specialty items until such responsibility is turned over to a Property Owners Association. The City shall not be responsible for the replacement or maintenance of these amenities under any circumstances.

SECTION 4. OTHER DEVELOPMENT REQUIREMENTS FOR THE DEVELOPER AND AGREEMENTS FOR DEVELOPMENT BY THE CITY

A. REQUIREMENTS FOR THE DEVELOPER

- 1. Overhead Utility Lines and Poles. All newly constructed utility lines shall be underground.
- 2. Traffic Impact. The Developer, at the Developer's sole cost and expense, shall provide the City with a traffic impact analysis prepared by a consultant knowledgeable and qualified to perform such studies. The results of the study shall be reviewed and approved by the City. The Developer must comply with guidelines and recommendations set forth in the approved study.
- 3. Sound Impact. The Developer, at the Developer's sole cost and expense, shall provide the City with a sound impact analysis prepared by a consultant knowledgeable and qualified to perform such studies. The results of the study shall be reviewed and approved by the City. The Developer must comply with guidelines and recommendations set forth in the approved study.
- 4. Utility Boxes. All utility pedestals, cabinets, or other stick-ups shall be buried below ground level by the Developer, contractor(s), subcontractor(s) or any utility or related entity serving the Development unless doing so would be unreasonable and impractical.
- 5. Compliance with Drainage Ordinances. The Developer shall, at all times, comply with the drainage ordinances of the City.
- 6. Street Conflict. No water, sanitary sewer or other utility will be installed under or below the paved street surface within the development. A utility line which crosses a street in the development shall be appropriately encased.

7. Erosion Control. An erosion and sediment control plan including a storm water pollution prevention plan (SWPPP) shall be developed and implemented. The Developer or his agent shall submit the plan to the Texas Commission on Environmental Quality (TCEQ). The streets or collectors constructed by the Developer shall be kept free of erosion sediment and soil. The erosion control system shall prevent soil erosion from lots from being deposited into streets, rights-of-way, drainage ways or other private property. The Developer or his agent shall be responsible for maintaining the SWPPP for the duration of the construction phase. If soil or erosion sediment deposits are of significant amounts, as determined by the City, the City may, upon notice to the Developer, require the Developer to clear the soil or sediment from the streets rights of way, drainage ways or other property within 72 hours. If the Developer does not remove the deposits within 72 hours, the City may cause the soil to be removed at the sole expense of the Developer. All expenses must be paid to the City prior to issuance of a Letter of Acceptance for the Improvements.

B. AGREEMENTS BY THE CITY

The Developer shall have the Property zoned as Planned Development (“PD”), with the development standards (“PD Development Standards”) to be contained in the PD ordinance approved by the Planning and Zoning Commission and the City Council.

1. Setbacks. As stated in PD Development Standards.
2. Dwelling Size. As stated in PD Development Standards.
3. Masonry. As stated in PD Development Standards.
4. Garages. As stated in PD Development Standards.
5. Lot Coverage. As stated in PD Development Standards.
6. Impact Fees. The Developer/Dwelling Builder will pay the impact fees in full, as presented by City staff.
7. Phased Development. The City agrees that the Developer may construct improvements and develop the subdivision known as COUNTRY HOLLOW in phases. The development may occur in up to three phases, with approximately 1/3 of the lots included within each phase of construction.

The City agrees to release for development each phase of construction as specified above after the installation of water and sewer mains, streets adjoining lots for the phase to be constructed and any storm water pollution prevention plan (SWPPP) infrastructure required for the balance of the development. No building permit shall be provided within the phase

released until the water quality is approved by the City and all appropriate fire code requirements are satisfied including street signs with street names are permanently installed.

Developer acknowledges that remaining building permits or certificate of occupancy for residential dwellings will not be issued until the supporting public works infrastructure including permanent streets; block numbers and city regulatory signs within development have been accepted by the City. This agreement to permit to phased development shall not excuse or relieve the obligation of the Developer in any way to acquire and maintain in force a performance bond and payment bond acceptable to the City guaranteeing and agreeing to pay an amount equal to 100% of the value of the construction costs of all the facilities to be constructed by the Developer and providing for payment to the City of such amounts up to the total remaining amount required for the completion if the Developer fails to complete the work within 2 ½ years of signing the agreement.

8. Permit Fees. Permit fees shall be established as per City's approved Fee Schedule.
9. Developer agrees to pay an engineering and inspection fee to the City of Willow Park, Texas, in an amount equal to five percent (5%) of the total cost of the improvements to be installed with such payment being due at and on the date of the entry and execution of the developer contract. The Developer agrees to provide the City with a copy of each contract bid that the Developer has awarded for the installation of the Improvements.

SECTION 5. GENERAL PROVISIONS

- A. Acceptance of Dedications. No dedication of require public Improvements shall be accepted until the Developer's engineer has submitted a certified, detailed as-built record drawing of the property, the location, dimensions, materials and other information required by the City Council or the City Administrator. Acceptance of the development public Improvements shall mean that the Developer has transferred all rights to the defined public Improvements to the City for use and maintenance, except as otherwise provided herein. The acceptance of the improvement is in the sole discretion of the City.
- B. Assignment. This Agreement, any part thereof, or any interest herein shall not be assigned by the Developer without the express written consent of the City Council, which may not be unreasonably withheld, if all terms and conditions have been performed according to the City.
- C. Default Remedies - Developer. If the Developer fails to construct, install, dedicate, or where applicable, maintain the required public Improvements to be completed by the Developer within the terms of this Agreement, the City may, upon Developer's receipt of written notice from the City specifying a default and upon

failure of the Developer to cure the default within thirty (30) days following such notice:

1. Declare this Agreement to be in default and require specific performance that all the public Improvements be installed, constructed, dedicated, or where applicable maintained, regardless of the extent of completion of the Development at the time the Agreement is declared to be in default all costs of enforcing any right hereunder, including attorneys' fees, are the sole obligation of the Developer;
 2. Suspend final plat recording until the public Improvements are completed and record a document to that effect for the purpose of public notice;
- D. Waiver. No covenant or condition of this Agreement may be waived without the consent of the parties. Forbearance or indulgence by the City shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- E. Building and Other Permits. No building permits will be issued until all public Improvements have been dedicated to and accepted by the City, a final plat approved and filed of record, except for the franchised utilities which have been contracted for by the Developer with appropriate bonds in place, but are yet to be installed.
- F. Certificate of Occupancy. No certificate of occupancy will be issued until all public Improvements have been accepted by the City and any other public entity authorized to accept the Improvements and a final plat approved and filed of record.
- G. Independent Contractor Status. The Developer acknowledges and agrees that its contractor is an independent contractor and not an officer, agent, servant or employee of the City; that the Developer shall have exclusive control of the details of the work performed by them hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between the City and the Developer, their officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Developer.
- H. General Indemnity Provisions. The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of the Developer, its officers, agents, consultants, employees or invitees, (collectively, the "Developer Parties") arising out of or in connection with this Agreement. The Developer will at its own cost and expenses defend and

protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, (collectively the “City Parties”) from any and all such claims and demands. The Developer shall indemnify, defend and hold harmless the City Parties, from and against any and all claims, losses, damages, causes of action, suit and liability of any kind, including all expenses of litigation, court costs and attorneys’ fees for injury to or death of any person or for any damage to any property arising out of or in connection with the error, omission, intentional or negligent acts of the Developer Parties under this Agreement or any and all activity or use pursuant to the Agreement. Such indemnification shall not apply to any claim, loss, and damage, cause of action, suit or liability that arises more than two (2) years after the written approval and acceptance of the Improvements by the City. However, nothing contained in this Agreement shall waive the City’s defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

PROVIDED FURTHER, the Developer hereby acknowledges that the City of Willow Park has jurisdiction over the Property. The Developer hereby waives and relinquishes any and all claims against the City, including the design, construction or installation of any improvement placed in, on or under the Property by the Developer in connection with its development of the Property.

- I. Indemnity Against Design Defects. Approval of the City Administrator or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Administrator or other City employee, official, consultant, or officer signifies the City approval of only the general design concept of the improvements to be constructed. The Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, for a period of two (2) years after the written approval and acceptance of the Improvements by the City from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer designs and specifications to the extent prepared or caused to be prepared by Developer and incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suit or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in

their official capacity, in connection herewith. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- J. Venue. Venue of any action brought hereunder shall be in the City of Willow Park, Parker County, Texas.
- K. Sales Tax. To the extent allowed by law, the Developer agrees that all construction contracts and agreements comprising or related to the Development shall require that the respective contractor(s) enter into a separate contract with the State of Texas for the purpose and intent of sales tax collection on eligible projects comprising or related to the Development having a point of sale in the City in accordance with Sections 151.056 and 321.001 et seq. of the Texas Tax Code, and Article 5190.6 of the Development Corporation Act.
- L. Tax Exemptions. The City is an exempt organization under Section 151.309 of the Texas Tax Code, and improvements constructed under this Agreement will be dedicated to public use and accepted by the City upon acknowledgment by the City of completion under Section 5(A) of this Agreement.
- M. Notices. Any notices given or required to be given pursuant to this Agreement shall be sent by regular U.S. mail or certified mail, return receipt requested, to the following:

TO THE CITY OF WILLOW PARK, TEXAS:

Bryan Grimes, City Administrator
City of Willow Park
120 El Chico Trail, Ste A
Willow Park, Texas 76087

with copies to:

William Pat Chesser, City Attorney
City of Willow Park
P.O. Box 983
Brownwood, Texas 76804

HMH COUNTRY HOLLOW LAND, LLC

With copies to:

Attorney

- N. Third Party Beneficiaries. For purposes of this Agreement, including its intended operation and effect, the parties (the City and Developer) specifically agree and contract that (1) the Agreement only affects matters between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the City, Developer or both of them; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the City or Developer.
- O. Authority to Act. The parties (the City and Developer) each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement and bind his/her principals to the terms and provisions hereof. Each party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

SIGNED AND EFFECTIVE as of the ____ day of _____, 2023.

**HMH COUNTRY HOLLOW LAND, LLC, or
assigns**

By: _____

Title: _____

CITY OF WILLOW PARK, TEXAS

By: _____

Bryan Grimes, City Administrator

ATTEST:

Crystal Dozier, City Secretary

FORM APPROVED BY:

William Pat Chesser, City Attorney

THE STATE OF TEXAS

-

PROPERTY OWNER AND DEVELOPER

-

COUNTY OF PARKER

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ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____ of _____, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the (Title) _____ of **HMH COUNTRY HOLLOW LAND, LLC, or assigns**, and has authority to enter into this Developer’s Agreement on behalf of **HMH COUNTRY HOLLOW LAND, LLC** with the City for development, for dedication and construction of public improvements related to the development of the COUNTRY HOLLOW subdivision; and that he/she executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public in and for the State of Texas

(seal)

THE STATE OF TEXAS

-

CITY OF WILLOW PARK

-

COUNTY OF PARKER

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ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Bryan Grimes, City Administrator, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act of the City of Willow Park, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

(seal)

EXHIBIT A

PROPERTY DESCRIPTION:

BEING 19.17 acres of land situated in the John H. Phelps Survey, Abstract No 1046, City of Willow Park, Parker County, Texas, and being a portion of a 52.283 acre tract described in deed to D & M, a Texas General Partnership recorded in Volume 1403, Page 1713, Real Property Records, Parker County, Texas, said 19.17 acres more particularly described in metes and bounds as follows:

BEGINNING at the southeast corner of this described tract, a ½ inch rebar rod found in the east line of said 52.283 acre tract, in the west line of that certain tract of land described in deed to Magellan Pipeline Terminals, L.P., recorded in Volume 2563, Page 1768, Real Property Records, Parker County, Texas, and being the northeast corner of HUNTERS GLEN, an Addition to the City of Willow Park, Parker County, Texas, according to the plat of said addition recorded in Plat Cabinet D, Slide 205, Plat Records, Parker County, Texas, and from said point of beginning a found 1/2 inch rebar rod with cap marked "YARGER 5854" in the southerly right-of-way line of Interstate Highway 20, at the northeast corner of said 52.283 acre tract, bears N 00°23'44" W 1478.99 feet;

THENCE S 89°20'29" W 875.48 (N 89°47'55" E 875.61 feet record per Plat), along the north line of said HUNTERS GLEN, to a found 1/2 inch rebar rod in concrete at fence corner in the west line of said 52.283 acre tract, the east line of WILLOW PARK VILLAGE, an addition to said City of Willow Park, according to the plat of said addition recorded in Plat Cabinet C, Slide 344 of said plat records, and said point being at the northwest corner of said HUNTERS GLEN, and the southwest corner of this 19.17 acre tract;

THENCE N 01°30'51" E (N 01°59' E per deed) a distance of 1430.40 feet along the west line of said 52.283 acre tract and the east line of said WILLOW PARK VILLAGE ADDITION, to a 1/2 inch rebar rod with cap marked "YARGER5854" at the northwest corner of this 19.17 acre tract and the southwest corner of Lot 1, Block 1, EXTREME EXTERIORS ADDITION, City of Willow Park according to the plat of said addition recorded in Plat Cabinet D, Slide 665, Plat Records, Parker County, Texas;

THENCE S 71 °54'10" E 299.98 feet (S 71 °35'05" E 299.92 feet per deed and N 71°52'50" W 299.24' per plat) along the south line of said Lot 1, Block 1, EXTREME EXTERIORS ADDITION, to a found 1/2 inch rebar rod with cap (marking on cap illegible) at the southeast corner thereof for an interior corner of said 52.283 acre tract and the northerly northeast corner of this 19.17 acre tract, and whence the northeast corner of said Lot 1, Block 1, EXTREME EXTERIORS ADDITION bears N 01°30'59" E 302.91 feet;

THENCE S 01 °30'59" W 571.65 feet, over and across said 52.283 acre tract, to a set 1/2 inch rebar rod with cap marked "J&M BOUNDARY", an interior corner of this described tract; THENCE N 89°36'16" E 562.39 feet, over and across said 52.283 acre tract to a set 1/2 inch rebar rod with cap marked "J&M BOUNDARY" in the east line of said 52.283 acre tract and the west line of said Magellan Pipeline Terminals, LP tract, for the southerly northeast corner of this 19.17 acre tract;

THENCE S 00°23'44"E 759.11 feet along said east line of said 52.283 acre tract and said west line of said Magellan Pipeline Terminals, LP tract to the POINT OF BEGINNING and containing a surface area of 19.17 acres (834,908 square feet, more or less) of land.