

STATE OF TEXAS)
)
COUNTY OF DENTON)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2017, by and between the City of Carrollton, Texas (“City”) and CH PH 11, LLC, a Texas limited liability company (“CH PH 11”).

WITNESSETH:

WHEREAS, CH PH 11 owns a 92.8 acre tract of land which it seeks to develop located generally east of Old Denton Road and south of Windhaven Drive in the City, hereafter referred to as “Castle Hills Carrollton Addition”; and

WHEREAS, in 2014, the City undertook the rehabilitation of the Indian Creek Sanitary Sewer line (the “Project”), which is a 36 inch sanitary sewer line that runs generally southwest to northeast along Indian Creek that was built in the early 1980’s and had deteriorated; and

WHEREAS, at the time of the Project, there were no pending development plans for the area in which the Castle Hills Carrollton Addition will be located, and as result, the City deferred the rehabilitation of the last segment, approximately 1,260 linear feet length, of the Project, which would have served the Castle Hills Carrollton Addition; and

WHEREAS, the development of Castle Hills Carrollton Addition requires the construction of a sanitary sewer transmission main to serve the Castle Hills Carrollton Addition and connect to the Indian Creek transmission main; and

WHEREAS, this results in CH PH 11 having to construct an additional 1,260 linear feet of offsite sanitary sewer transmission main that the City defrayed back in 2014; and

WHEREAS, CH PH 11 is required by City Ordinance to pay development permitting fees as part of the Castle Hills Carrollton Addition, including engineering inspection fees and water and sewer impact fees;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and CH PH 11, covenant and agree as follows:

I.

CH PH 11 will build the additional 1,260 linear feet of sanitary sewer line as depicted in Exhibit A (the “Sewer Line Construction”) at its expense as part of its development of the Castle Hills Carrollton Addition. CH PH 11 has bid the Sewer Line Construction and provided to the City all of the documentation of the bid and the Sewer Line Construction will be built in conformance with City standards, ordinances and regulations and will be inspected by City

personnel. Prior to acceptance of bids by CH PH 11, the City reviewed the bid prices and engineering plans and determined that the bids are reasonable for the current market conditions.

II.

The City will credit to CH PH 11 development permitting fees up to an amount not to exceed \$181,317.00 (One hundred eighty one thousand, three hundred seventeen dollars and no cents), which represents the total estimate of the reasonable cost which the City would pay for the Sewer Line Construction.

III.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

IV.

This Agreement is being executed and delivered in and shall be governed by and construed in accordance with the laws of the State of Texas.

V.

Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City:

The City of Carrollton, Texas
1945 E. Jackson Road
Carrollton, Texas 75011
Attn: City Manager's Office

If to CH PH 11:

CH PH 11, LLC
2520 King Arthur Blvd
Lewisville, Texas 75056
Attention: Eric D. Stanley

VI.

Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

VII.

A facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

VIII.

The City Council hereby authorizes the City Manager of the City to execute this Agreement on behalf of the City.

IX.

No modifications or amendments to this Agreement shall be valid unless in writing and signed by the parties hereto or their successors, assigns, administrators, or legal representatives.

X.

The parties hereto and this Agreement shall be subject to all existing applicable federal, state and local laws.

XI.

The Agreement shall become a binding obligation on the parties upon execution. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. CH PH 11 warrants and represents that the individual executing this Agreement on his/her/its behalf has full authority to execute this Agreement and bind CH PH 11 to the same.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

CITY OF CARROLLTON, TEXAS

CH PH 11, LLC

By: _____
Marc Guy
Assistant City Manager

By: _____
Christopher R. Bright
Chief Executive Officer

EXHIBIT "A"

Location of 36 Inch Sanitary Sewer offsite improvements