

Ellie Guerra

From: PUBCOMMENT-OCC
Sent: Monday, April 3, 2023 3:53 PM
To: PUBCOMMENT-OCC2; PUBCOMMENT-OPIC; PUBCOMMENT-ELD; Pubcomment-Dis
Subject: FW: Public comment on Permit Number D01092023007
Attachments: 2023.04.03 Public Comment and Request for Contested Case Hearing for Madera MUD 1.PDF

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From: jaldredge@lglawfirm.com <jaldredge@lglawfirm.com>
Sent: Monday, April 3, 2023 2:38 PM
To: PUBCOMMENT-OCC <PUBCOMMENT-OCC@tceq.texas.gov>
Subject: Public comment on Permit Number D01092023007

REGULATED ENTY NAME MADERA MUD 1 OF DENTON COUNTY

RN NUMBER: RN111636312

PERMIT NUMBER: D01092023007

DOCKET NUMBER:

COUNTY: DENTON

PRINCIPAL NAME: MADERA MUNICIPAL UTILITY DISTRICT 1 OF DENTON COUNTY

CN NUMBER: CN606096311

FROM

NAME: James Aldredge

EMAIL: jaldredge@lglawfirm.com

COMPANY: Lloyd Gosselink Rochelle & Townsend, P.C.

ADDRESS: 816 CONGRESS AVE Suite 1900
AUSTIN TX 78701-2442

PHONE: 5123225800

FAX:

COMMENTS: See attached comment letter

Mr. Aldredge's Direct Line: (512) 322-5859
Email: jaldredge@lglawfirm.com

April 3, 2023

Ms. Laurie Gharis, Chief Clerk
Office of the Chief Clerk
Texas Commission on Environmental Quality
P.O. Box 13087 (MC-105)
Austin, TX 78711-3087

VIA TCEQ E-FILING

Re: Petition by TCCI Range-Mead 2021, LLC and Hines Acquisitions, LLC to the Texas Commission on Environmental Quality for the creation of Madera Municipal Utility District No. 1 of Denton County; TCEQ Internal Control No. D-01092023-007

Dear Ms. Gharis:

The City of Justin (the "**City**") submits the following public comments and request for a contested case hearing on the petition of Petition by TCCI Range-Mead 2021, LLC and Hines Acquisitions, LLC to the Texas Commission on Environmental Quality for the creation of Madera Municipal Utility District No. 1 of Denton County (the "**Petition**"). Please direct all future correspondence on this Petition to the following representative of the City:

City of Justin:

Lloyd Gosselink Rochelle & Townsend, P.C.:
Attn: James Aldredge
816 Congress Avenue, Suite 1900
Austin, Texas 78701
jaldredge@lglawfirm.com
Telephone: (512) 322-5800
Fax: (512) 472-0532

I. PROCEDURAL HISTORY

TCCI Range-Mead 2021, LLC and Hines Acquisitions, LLC (the "**Petitioners**") have jointly filed a Petition for the creation of Madera Municipal Utility District No. 1 of Denton County (the "**District**") with the Texas Commission on Environmental Quality (the "**TCEQ**"). The TCEQ found the Petition administratively complete on January 18, 2023. On February 22, 2023, the Chief Clerk of the TCEQ sent a letter to the Petitioner with a copy of the draft Notice of District Creation (the "**Notice**"). The Notice specified that the deadline to request a hearing is 30 days after newspaper publication of the Notice. The Notice was published on March 4, 2023. The deadline for public comments is April 3, 2023.

II. APPLICABLE LAW

Statutes governing TCEQ's creation of municipal utility districts ("**MUD**") and the procedural requirements relating to the same, establishes several prerequisite actions a landowner must take prior to petitioning the TCEQ for creation of a MUD. 54.016. Under that statute, a landowner/petitioner may not legally file a petition to create a district at the TCEQ until it completes the following procedural steps.

Step 1: Request for City Consent Inside ETJ

Before a landowner may legally petition the TCEQ for creation of a MUD, the landowner or landowners of land to be included in a proposed MUD that is also within the ETJ of a city must first petition the city for written consent to the inclusion of land in a newly created district.

- (a) No land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included in a district unless the city grants its written consent, by resolution or ordinance, to the inclusion of the land within the district in accordance with Section 42.042, Local Government Code, and this section. The request to a city for its written consent to the creation of a district, shall be signed by a majority in value of the holders of title of the land within the proposed district as indicated by the county tax rolls. A petition for the written consent of a city to the inclusion of land within a district shall describe the boundaries of the land to be included in the district by metes and bounds or by lot and block number, if there is a recorded map or plat and survey of the area, and state the general nature of the work proposed to be done, the necessity for the work, and the cost of the project as then estimated by those filing the petition.¹

Step 2: Request Water or Sanitary Sewer Service from City

If the city does not consent to the creation of the district, then the landowner or landowners must first petition the governing body of the city and request the city make available to the land water and sanitary sewer service that would otherwise be provided by the MUD.

- (b) If the governing body of a city fails or refuses to grant permission for the inclusion of land within its extraterritorial jurisdiction in a district, including a district created by a special act of the legislature, within 90 days after receipt of a written request, a majority of the electors in the area proposed to be included in the district or the owner or owners of 50 percent or more of the land to be included may petition the governing body of the city and request the city to make available to the land the water or sanitary sewer service contemplated to be provided by the district.

¹ Tex. Water Code § 54.016(a).

Step 3: Attempt to Execute a Mutually Agreeable Water/Sewer Service Contract

After petitioning the city's governing body to request the same water and sewer service as would be provided by the proposed MUD, the applicable statutes require the landowner(s) and city to attempt to execute a mutually agreeable contract providing for the service. Only if the parties fail to reach such agreement within 120 days of the landowner(s) petition may the landowner legally petition TCEQ

- (c) If the governing body of the city and a majority of the electors or the owner or owners of 50 percent or more of the land to be included in the district fail to execute a mutually agreeable contract providing for the water or sanitary sewer service requested within 120 days after receipt of the petition, the failure shall constitute authorization for the inclusion of the land in the district under the provisions of this section.

Step 4: Petition TCEQ Without Securing Written Consent

If, and only if, a city fails or refuses to grant permission for the MUD or to execute a mutually agreeable contract providing for water and sewer service within the time limits contained in Subsection (b) or (c), cited above, a landowner may legally petition TCEQ for the creation of a MUD.

- (d) The provisions of this section relating to the method of including land in a district without securing the written consent of a city applies only to land within the extraterritorial jurisdiction of a city and does not apply to land within the corporate limits of a city. If the city fails or refuses to grant permission for the inclusion of land in a district or to execute a mutually agreeable contract providing for the water or sanitary sewer service requested within the time limits contained within Subsection (b) or (c) of this section, the applicant may petition the commission for creation of the district or inclusion of the land in a district.

The TCEQ has adopted an applicable rule that requires petitioners to show, in their petition for creation of a MUD within the ETJ of a city, that all requirements of Texas Water Code section 54.016 have been followed.²

If a landowner submits a legal and valid petition that shows that all requirements of Water Code section 54.016 have been followed, the TCEQ may only grant the petition and create a MUD after making certain findings required by Water Code section 54.021.

- (a) If the commission finds that the petition conforms to the requirements of Section 54.015 and that the project is feasible and practicable and is necessary and would be a benefit to the land to be included in the district, the commission shall so find by its order and grant the petition.

² 30 Tex. Admin. Code § 293.11(d)(7).

- (b) In determining if the project is feasible and practicable and if it is necessary and would be a benefit to the land included in the district, the commission shall consider:
 - (1) the availability of comparable service from other systems, including but not limited to water districts, municipalities, and regional authorities;
 - (2) the reasonableness of projected construction costs, tax rates, and water and sewer rates; and
 - (3) whether or not the district and its system and subsequent development within the district will have an unreasonable effect on the following:
 - (A) land elevation;
 - (B) subsidence;
 - (C) groundwater level within the region;
 - (D) recharge capability of a groundwater source;
 - (E) natural run-off rates and drainage;
 - (F) water quality; and
 - (G) total tax assessments on all land located within a district.

III. PUBLIC COMMENTS

The TCEQ lacks jurisdiction to continue to consider the Petition because the Petitioners were statutorily prohibited from filing the Petition.

The Petition does not show that the provisions of Water Code section 54.016 have been followed. In fact, the Petition cannot possibly show that the required statutory prerequisites have been met, because the City and TCCI Range-Mead 2021, LLC executed a sanitary sewer service contract on April 7, 2022. Texas Water Code section 54.016(b) and (c) make clear that by executing a mutually agreeable contract, the Petitioners could not legally petition the TCEQ for creation of the District within Justin's ETJ.

More recently, representatives of Hines Acquisitions, LLC have met with City employees to discuss the City's consent to creation of a MUD. The City's Director of Planning and Development informed the Petitioners' representatives that the City will not consent to the creation of the District. However, the Petitioners have not formally petitioned Justin's governing body with such a request as required by Water Code section 54.016(b). That statute again prescribes an order of operations that the Petitioners have not followed. The Petitioners were required to seek consent of the City's governing body prior to filing the petition. And, in any event, the petitioners were required to attempt—and fail—to execute a mutually agreeable contract for water or sewer service with the City. Having now executed such contract, the Petitioners are unable as a matter of law to continue to legally pursue creation of the District.

Even if the Petition could show that all statutory prerequisites have been met, the TCEQ still could not grant the petition because the District simply is not feasible or practicable, is not necessary, and would not be a benefit to the land to be included in the District. The City is contractually obligated to extend sanitary sewer service to the land proposed to be included in the District. The City is currently negotiating a wholesale sewer service contract with Trinity River Authority to satisfy its contractual obligations to the Petitioners.

The City attaches to this comment letter and request for contested case hearing a full copy of the fully executed West Side Regional Sanitary Sewer Agreement. A representative of Petitioner TCCI Range-Mead 2021, LLC signed the agreement on April 1, 2022. Justin's city manager ratified and executed the agreement by notarized signature on April 7, 2022. It is Justin's understanding that this agreement is currently a legal, valid, and enforceable contract between Justin and TCCI Range-Mead 2021, LLC. The City is unaware of any effort by the Petitioners to terminate, repudiate, or withdraw from the sewer service agreement.

IV. REQUEST FOR CONTESTED CASE HEARING

The City is an affected person under 30 Texas Administrative Code ("*TAC*") § 55.256 with justiciable interests not common to members of the general public, and, thus, it is entitled to a contested case hearing regarding the Petition. The City is currently in contractual privity with one of the Petitioners regarding the same sewer service that would be provided by the District within the City's ETJ if the TCEQ were to grant the Petition. The City has undertaken significant efforts to increase its sewer service capacity in furtherance of its obligations under the sewer service agreement. Because of these efforts, the City is uniquely impacted by the Petition and by the creation of the requested District.

1. Affected Person Prerequisites under 30 TAC §§ 55.251 and 55.256

In accordance with the prerequisites for requesting a contested case hearing in 30 TAC § 55.251(b), the contact information of the person filing this request for the City is provided in the initial paragraph of this letter, and the City hereby requests a contested case hearing on the Petition.³

Next, for an entity other than the Commissioners, Executive Director, or Petitioner to have standing to request a contested case hearing, it must demonstrate that it is an "affected person" under the standards set forth in 30 TAC § 55.256.⁴ Under such rule, an affected person is one who has a personal justiciable interest not common to members of the general public that is related to a legal right, duty, privilege, power, or economic interest affected by the petition.⁵ Governmental entities, such as the City, with authority under state law over issues contemplated by the petition, may be considered affected persons.⁶

All relevant factors must be considered by the TCEQ in determining affected person status, including: (1) whether the interest claimed is one protected by the law under which the petition will be considered; (2) distance restrictions or other limitations imposed by law on the affected interest; (3) whether a reasonable relationship exists between the interest claimed and activity regulated; (4) the likely impact of the regulated activity on the health, safety, and use of property of the person; (5) the likely impact of the regulated activity on the use of the impacted natural

³ Addressing the factors in 30 TAC § 55.251(c)(1) and (3).

⁴ 30 Tex. Admin. Code § 55.251(b).

⁵ *Id.* § 55.256(a).

⁶ *Id.* § 55.256(b).

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resource by the person; and (6) for governmental entities, their statutory authority over or interest in the issues relevant to the application.⁷

2. The City's Justiciable Interests

The City has a unique statutory interest in the Petition because Texas Water Code section 54.016 imposes on the City certain obligations with respect to providing consent or negotiating mutually agreeable terms for the same water or sanitary sewer service that might otherwise be provided by the proposed District. As directed by that statute, the City attempted to and actually did execute a mutually agreeable contract to provide such services. Because the City has a currently valid and enforceable contractual obligation to render sanitary sewer service to the land that would be included if the TCEQ granted the petition, it unquestionably has legal rights, privileges, and powers that are directly relevant to the issues in this case and are not common to members of the general public.

Further, the City is statutorily authorized to provide water and wastewater service within its ETJ. Therefore, the City has statutory authority over and interest in the issues relevant to the Petition.

Thank you for your consideration of the foregoing comments and request for contested case hearing.

Sincerely,



James Aldredge

Enclosure

⁷ *Id.* § 55.256(c).

CITY OF JUSTIN
WEST SIDE REGIONAL SANITARY SEWER AGREEMENT

This West Side Regional Sanitary Sewer Agreement (this "Agreement") is entered into by the City of Justin, Texas (the "City") and the owners of property within the west side region listed on the signature pages to this Agreement (individually, an "Owner" or the "Owner" and collectively, the "Owners"), each a "Party" and collectively the "Parties," to be effective on the date upon which all of the following events have occurred (the "Effective Date"): (i) the City Council has approved this Agreement; and (ii) all parties hereto have fully executed this Agreement.

If an Owner has not executed this Agreement within thirty (30) days after the City Council has approved this Agreement, the Owner who fails to execute this Agreement will not become a party to this Agreement and will not be entitled to discharge any wastewater flows into any portion of any segment of the West Side Sewer System (defined below) until it purchases such capacity from the Party that paid for it.

ARTICLE I
RECITALS

WHEREAS, the City owns and operates a water and wastewater system within its corporate limits and its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the Texas Commission on Environmental Quality (the "TCEQ") issued a wastewater certificate of convenience and necessity to the City (the "City's Sewer CCN"); and

WHEREAS, on April 29, 2021, the Town of Northlake executed that certain Interlocal Agreement Allocating Extraterritorial Jurisdiction and Retail, Water, and Sewer Service Areas Between the Town of Northlake, Texas, the City of Justin, Texas, and the City of Fort Worth, Texas that gave the City the exclusive authority and right to extend and provide retail sewer utility service to certain property; and

WHEREAS, the City desires to expand its wastewater system to better serve the property on the City's west side depicted on Exhibit A (the "West Side Service Area"); and

WHEREAS, portions of the West Side Service Area is within the City's Sewer CCN; and

WHEREAS, the City's West Side Service Area sanitary sewer expansion will be designed and constructed in phases consistent with the City's capital improvement plan, development demand and the opinion of probable costs shown in Exhibit B (the "West Side Sewer System"); and

WHEREAS, the Owners of property within the West Side Service Area depicted on Exhibit A are willing to prepay their allocable share of the costs shown on Exhibit B relating to the segments of the West Side Sewer System as described in Exhibit B as consideration for the City reserving capacity within both the West Side Sewer System and the City's sewer treatment plant as long as the reservations of capacity are allocated in the same manner as costs are allocated and the prepayments are made consistent with the terms of this Agreement; and

WHEREAS, the Owners reservation of capacity in the City's sewer treatment plant will be amounts necessary to accept the flows from the West Side Sewer System; and

WHEREAS, the City acknowledges that the City is obligated to expand its sanitary sewer system at its cost and in compliance with all applicable laws, including TCEQ sewer plant expansion regulations; and

WHEREAS, the City confirms that the City has authority to contract with a third party, including an Owner, for the construction of any expansion to its sanitary sewer system; and

WHEREAS, the City requires that all work for the construction of any expansion to its sanitary sewer system be publicly bid in a manner that satisfies City and TCEQ requirements; and

WHEREAS, it is expected by the Owners that the City will receive from each Owner the prepayment required to fund each Owner's allocable share of the West Side Sewer System; and

WHEREAS, the City intends to fund those portions of the West Side Sewer System not funded by the Owners; and

WHEREAS, if the City is unable to fund any portion of the West Side Sewer System because of the failure of an Owner to fund its allocable share of the West Side Sewer System then all Parties acknowledge the West Side Sewer System may be re-designed in a manner that excludes that Owner's allocable share of capacity from the West Side Sewer System; and

WHEREAS, the Parties intend for the City to serve as the retail provider of wastewater service to the property within the West Side Service Area upon completion of construction of the portions of the West Side Sewer System required to provide such service; and

WHEREAS, upon completion, the City will own and operate the West Side Sewer System as part of the City's sewer system; and

WHEREAS, in the event of a conflict between any provision of this Agreement (including any exhibit to this Agreement) and any previously approved agreement between the City and an Owner, the provisions of the previously approved agreement shall control; and

WHEREAS, the Parties have the authority to enter into this Agreement.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties agree as follows:

ARTICLE II **SYSTEM ALIGNMENT AND EASEMENT ACQUISITION**

2.1 **System Alignment**. Each phase of the West Side Sewer System will be aligned as depicted on **Exhibit A** unless an alternative alignment is approved by the Parties.

2.2 **Right of Way Acquisition**. Prior to publicly bidding any phase of construction of the West Side Sewer System, the City will acquire all necessary easements required for such construction. The earlier of thirty (30) days after the City approves the easement legal description

or thirty (30) days after an Owner receives the Phase 2 Cost Notice described in Section 3.3(c) below, each Owner agrees to transfer to the City at no cost an easement in the form attached as **Exhibit C** required for construction of the West Side Sewer System across that Owner's property. The obligation to transfer such easements to the City are covenants that run with the land and burden each Owner's property within the West Side Service Area. Within thirty (30) days of the Effective Date, this covenant in the form attached as **Exhibit D** will be recorded in the real property records of Denton County in order to provide notice of this obligation. Once the Owner's easement is recorded, the covenant will be released consistent with the terms of the easement. Each Owner's easement obligations described in this Section 2.2 will survive any termination of this Agreement and will survive any failure to pay or perform obligations described in Article III below.

ARTICLE III **CONSULTING ENGINEERS; CONSTRUCTION OF SYSTEM; AND** **ASSUMPTION OF OPERATION**

3.1 **Constructing Party.** The Parties agree that for each segment of the West Side Sewer System depicted on **Exhibit A** and described on **Exhibit B**, the Owner with the most immediate development demands who provides written notice of such need to all Parties shall be the "**Constructing Party**" responsible for the design, engineering, and construction of such segment. The City and all other Owners other than the Constructing Party are sometimes referred to collectively as the "**Non-Constructing Parties**."

3.2 **Consulting Engineers.** The Parties agree that the Constructing Party shall choose the consulting engineer for design of the segment of the West Side Sewer System that such Constructing Party will construct from the list of approved engineers attached as **Exhibit E**. The Parties agree that the West Side Sewer System shall be designed and constructed in general accordance with **Exhibit A** and **Exhibit B** and in accordance with applicable laws, including public bid requirements imposed by the City and the TCEQ unless the Parties agree to alternative alignments as part of the design process.

3.3 **Construction of System.** It is anticipated that the design and construction of the West Side Sewer System shall be financed by the payments of the City and the Owners as described in this Agreement. All funds paid to the City by the Owners and all funds paid by the City under this Agreement shall be deposited and held in the West Side Sewer System Construction Fund (defined below) and used only for the payment of the Constructing Party's costs and expenses in connection with the phased construction of each segment of the West Side Sewer System (including engineering, design, construction costs and expenses, and the cost of the land and interests therein).

(a) The City shall create a separate segregated and restricted account to be known as the "**West Side Sewer System Construction Fund**". The West Side Sewer System Construction Fund shall be maintained by the City for the sole purpose of receiving the payments to be made by the City and the Owners pursuant to this Agreement and paying West Side Sewer System costs incurred by the Constructing Party of each segment of the West Side Sewer System, including but not limited to, administration of planning, design and plan-specification preparation, acquisition of land rights, advertisement and evaluation of construction bids, award of construction contract, construction, construction administration and inspection related to the West Side Sewer System as provided for in this Agreement. Notwithstanding the foregoing, construction management and

construction administration fees will be capped at four percent (4%) of costs and paid from the West Side Sewer System Construction Fund only after the City accepts the segment of the West Side Sewer System constructed, whether such fee is intended to be paid to the Constructing Party or a third party.

(b) The West Side Sewer System Construction Fund will be funded in phases, on a segment-by-segment basis as described on Exhibit B. For each sewer segment described on Exhibit B, funding will include two phases: "Phase 1" of each segment will include the cost of (i) engineering and surveying, (ii) engineering review and inspection fees, and (iii) easement acquisition all as described on Exhibit B. "Phase 2" of each segment will include all costs described on Exhibit B, including contingency costs, excluding the Phase 1 costs, as adjusted based on design changes and construction bids. The percentage of the Phase 1 costs and the Phase 2 costs will be allocated among the Parties as described on Exhibit B.

(c) Each of the Owners shall deposit with the City on or before thirty (30) days following receipt of a Phase 1 cost notice (the "Phase 1 Cost Notice") in the form attached as Exhibit F its respective share of the Phase 1 costs, if any, along with a written confirmation of required capacity that confirms the Owners cost allocation described in Exhibit B has not changed or, alternatively, providing updated land use assumptions so that the Exhibit B cost allocations may be updated before design begins. Each of the Owners shall deposit with the City on or before thirty (30) days following receipt of a Phase 2 cost notice (the "Phase 2 Cost Notice") in the form attached as Exhibit G its respective share of the Phase 2 costs, if any. Each Phase 2 Cost Notice must include City-approved legal descriptions for all easements required to construct the portion of the West Side Sewer System described in the Phase 2 Cost Notice. Upon written request by the Constructing Party, the City agrees to send the Phase 1 Cost Notice or Phase 2 Cost Notice to the Non-Constructing Parties at the addresses listed on Exhibit I within five (5) business days of such request.

(d) In the event that one or more of the Parties does not timely deposit with the City its respective share of the Phase 1 costs or the Phase 2 costs for any sewer segment of any phase of the West Side Sewer System, then each Party which does not deposit such costs shall not be entitled to discharge any wastewater flows into any portion of any segment of the West Side Sewer System until such payment is made. In the event that any Party makes any late payments, interest shall accrue at the rate of one percent (1%) per month until paid in full. If any Party fails to make its Phase 2 payment for a period of more than sixty (60) days, it shall be in the sole discretion of the Parties that timely made its/their Phase 2 payment whether any Party that did not make timely Phase 2 payments may be permitted to make such late payment. At no time shall any Party that paid its respective share of Phase 1 costs be entitled to a refund of such costs, or any portion thereof, as a result of the failure of any Party to timely pay its respective share of Phase 2 costs. Nothing in this subsection shall prohibit the Party(ies) that timely paid its/their Phase 2 costs from utilizing the completed design to construct all or a portion of the remaining segments for inclusion in the West Side Sewer System, including the re-design and re-sizing of any segment(s) and component(s) thereof. All Parties acknowledge that a payment failure by any one Party may result in the West Side Sewer System being re-designed and re-sized in a manner that excludes capacity intended to be reserved for the benefit of the Party failing to make required payments.

(e) The deposits to the West Side Sewer Construction Fund required to be made by each Party for any phase or segment may be adjusted through the approval of necessary change

orders by the Constructing Party as the circumstances may reasonably require, but in no event shall the Constructing Party authorize change orders that, in the aggregate, increase the Phase 1 costs and Phase 2 costs identified on Exhibit B, as adjusted based on design work and construction bids, by more than five percent (5%) without the prior written consent of the majority of the Parties (which majority will be calculated based on both the number of Parties and the cost allocations – e.g., if there are five Parties contributing total costs of \$100 then at least three Parties representing more than \$50 in costs would constitute a majority). In addition, the Constructing Party shall not approve any change order that modifies the scope or purpose of the West Side Sewer System, including, but not limited to, authorizing new segments, a new alignment or any modifications to the right of discharge of any Party as set forth in Exhibit B, without the prior written consent of the majority of Parties as described above. The Constructing Party shall promptly provide each Non-Constructing Party with a copy of each change order authorized by the Constructing Party. If any change order requires the deposit of additional funds by the Parties for any phase or sewer segment, such additional funds shall be deposited within forty-five (45) days of the Parties receipt of notice of such additional funds requirement from the City. Such additional funds notice (the "Additional Funds Notice") will be in the form of Exhibit E. The Constructing Party agrees that it will not request the City send the Additional Funds Notice to the Non-Constructing Parties until the contingency funds on deposit with the City for such phase or segment of the West Side Sewer System have been exhausted in proportion to the percentage of the phase or segment of the West Side Sewer System completed at that time. Upon written request by the Constructing Party, the City agrees to send the Additional Funds Notice to the Non-Constructing Parties at the addresses listed on Exhibit I within five (5) business days of such request.

In the event that one or more of the Parties does not timely deposit with the City its respective share of an authorized change order amount, as referenced in this subsection, then the Party(ies) which does/do not pay its/their respective share of such change order amount shall not be entitled to discharge any wastewater flows into any portion of any segment of the West Side Sewer System until such payment is made.

(f) The West Side Sewer Construction Fund shall be maintained in an interest-bearing account and the City shall use reasonable efforts to utilize an account which bears interest at a rate which is commensurate with interest rates paid on accounts held by similarly situated governmental entities. Accrued interest shall first be applied to change orders that increase project costs. If funds remain on hand in the West Side Sewer Construction Fund after the completion of construction of the project phase or segment, each Party shall be entitled to a refund of a share of the total remaining amount based on each Party's allocated payment contributions to the West Side Sewer Construction Fund (e.g., if an Owner paid ten percent of the cost, that owner would be entitled to a ten percent share of unspent funds). The City shall refund to each Party its share of the remaining proceeds in the West Side Sewer Construction Fund and interest within sixty (60) days after completion of the project phase or sewer segment.

(g) With respect to the payment of Phase 1 and Phase 2 costs for each phase or segment of the West Side Sewer System, the following shall also apply:

(1) Any and all monies collected by the City from any Party for payment of Phase 1 costs shall be held in the West Side Sewer Construction Fund, and no disbursements may be made therefrom, until: (i) the City has deposited its pro-rata share of Phase 1 costs into the West Side Sewer Construction Fund, and (ii) all monies called for from each Party as its pro rata portion of the Phase 1 costs has been paid to the City and deposited into the

West Side Sewer Construction Fund. Subject to Section 3.3(d) above and Section 3.3(h) below, if any Party fails to make the required payment of its share of the Phase 1 costs by the deadline therefor, any Phase 1 costs deposited by any other Party shall be returned to such Party, along with any interest which has accrued thereon, within sixty (60) days after the deadline for the payment of the Phase 1 costs.

(2) Any and all monies collected by the City from any Party for payment of Phase 2 costs shall be held in the West Side Sewer Construction Fund, and no disbursement made therefrom, until: (i) the City has deposited its pro-rata share of Phase 2 costs into the West Side Sewer Construction Fund, and (ii) all monies called for from each Party as its pro rata portion of the Phase 2 costs has been paid to the City and deposited into the West Side Sewer Construction Fund. Subject to Section 3.3(d) above and Section 3.3(h) below, if any Party fails to make the required payment of its share of the Phase 2 costs by the deadline therefor, any Phase 2 costs deposited by any other Party shall be returned to such Party, along with any interest which has accrued thereon, within sixty (60) days after the deadline for the payment of the Phase 2 costs.

(3) Monies on deposit in the Construction Fund shall be invested pursuant to the investment policies of the City with any investment income to be credited to the West Side Sewer Construction Fund and applied as set forth in this Section.

(h) In the event of any default or failure to pay by any Party for any reason, a non-defaulting Party reserves the right to fund the defaulting Party's allocable share. In such event, the Parties agree the Party funding the defaulting Party's payments shall be entitled to defaulting's reserved capacity in the West Side Sewer System.

It is the intent of the Parties that design of the first phase or segment of the West Side Sewer System will commence by April 1, 2022, and that the first phase or segment of the West Side Sewer System will be placed in operation no later than April 1, 2024, and the Constructing Party agrees to proceed diligently with the design and construction of the West Side Sewer System to meet such schedule, subject to the other terms and conditions in this Agreement. It is expressly understood and agreed, however, that any obligation on the part of the Constructing Party to construct and complete the West Side Sewer System shall be conditioned upon: (i) the City's ability, in the exercise of reasonable, good faith efforts, to obtain all necessary land and interests therein; (ii) the Constructing Party's ability, in the exercise of reasonable, good faith efforts, to obtain all necessary permits, material, labor and equipment; (iii) the ability of the City to collect cash payments from the Parties to pay each Party's allocable share of the for the cost of the West Side Sewer System; and (iv) subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction over the West Side Sewer System, including the TCEQ.

(j) Beginning on the first full calendar month after construction of a segment of the West Side Sewer System commences, and for each month thereafter until the City accepts the completed segment of the West Side Sewer System, the Constructing Party may submit a "Request for Distribution of Funds" to the City substantially in the form of **Exhibit J**, including appropriate supporting documentation reasonably acceptable to the Parties to verify reimbursable costs expended or caused to be expended by the Constructing Party for the segment of the West Side Sewer System under construction. The Constructing Party will provide the Non-Constructing Parties with a copy of each Request for Distribution of Funds

submitted to the City. The Non-Constructing Parties may object to the distribution of funds within five days of receipt of their copy of the Request for Distribution of Funds. After reviewing any objection, the City may, at its option, elect to release the requested funds or withhold the requested funds until the objection is resolved.

(k) If the Constructing Party starts then fails to diligently complete construction, any Non-Constructing Party may send a written notice (a "Constructing Party Failure Notice") to all other Parties of such failure and request the right to step-in and complete the Constructing Party's obligations. Upon receipt of a Constructing Party Failure Notice, the Parties shall meet at the City within three business days to determine how to transition the work from the Constructing Party to the Non-Constructing Party who sent the Constructing Party Failure Notice.

3.4 Assumption of Operation. The City shall assume the operation and maintenance of the West Side Sewer System as part of the City's sewer system after each phase of construction is completed. The construction and operation of the West Side Sewer System Project will be in accordance with the provisions of this Agreement, including any amendments that may be made to this Agreement.

3.5 Reporting by Constructing Party. The Constructing Party agrees to send to the Non-Constructing Parties at the addresses listed on Exhibit I copies of the following relating to the segment of the West Side Sewer System being constructed by such Constructing Party:

- (a) All recorded easements applicable to the segment being constructed;
- (b) Executed design contract;
- (c) Copies of the design plans once fifty percent (50%) complete;
- (d) Final design plans submitted to the City for construction approval;
- (e) Final design plans approved by the City;
- (f) Public bid packets that are compliant with City and TCEQ standards when such packets are distributed to prospective contractors;
- (g) Executed construction contracts;
- (h) Notice to proceed;
- (i) Notice of substantial completion;
- (j) City Inspection reports noting any construction deficiencies; and
- (k) Evidence of City acceptance of the segment constructed.

3.6 Inspector Records and Reports. The City shall maintain a permanent record of all portions of the West Side Sewer System inspected by the City, a TCEQ inspector or any third-party inspector. All such records shall be available for copying by the Owners or any district funding a portion of the West Side Sewer System. All such records shall be kept in a form reasonably approved by the City and as otherwise required by the TCEQ and the Texas Attorney General (the "AG"). Each inspector shall provide to the City a copy of each inspection report within fifteen (15) days after the inspection is performed (including reports that identify

deficiencies and subsequent corrective action). Each inspector shall provide a monthly report to the City (by the 15th day of each month) identifying inspections during the previous calendar month.

If the City or any other Non-Constructing Party determines that any portion of the West Side Sewer System is not being constructed in compliance with Exhibit A, Exhibit B and the applicable regulations, and if the Constructing Party fails to correct the non-compliance within a reasonable period of time to the reasonable satisfaction of the City and/or the other Non-Constructing Party, the City shall have the right to enforce compliance by the issuance of a "stop-work order" until the non-compliance is corrected.

ARTICLE IV

RETAIL WATER AND WASTEWATER SERVICE; SYSTEM USE BY THE OWNERS

4.1 Retail Water and Wastewater Service. The City agrees to serve as the retail provider of water and wastewater service to the West Side Service Area. Each Owner agrees use of their reservation of capacity in the portion of the West Side Service Area paid for by that Owner is conditioned upon such Owner also obtaining for the same service area retail water service from the City if the City is able to provide continuous and adequate retail water service necessary for that Owner's development.

4.2 System Use by the Owners. In consideration of the payments to be made by each Owner, respectively, under this Agreement, each Owner is entitled to and shall have a reservation of capacity in the portion of the West Side Service Area paid for by that Owner that includes the right to discharge its wastewater from property it owns within the West Side Service Area into the West Side Sewer System at the point of entry depicted on Exhibit A and described on Exhibit B, and the City shall accept such discharge, as the City is required to do under this Agreement, subject to TCEQ quality restrictions and applicable sewer regulations.

ARTICLE V

WASTEWATER CAPITAL IMPROVEMENT PLAN

The City agrees to add the West Side Sewer System to its sewer capital improvement plan before construction of the system begins and no later than April 1, 2022.

ARTICLE VI

ADDITIONAL PROVISIONS

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

6.2 Term. This Agreement shall expire after the West Side Sewer System is constructed and accepted by the City.

6.3 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 (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 determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, 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 five business days after it is due.

6.4 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. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the City to suspend performance under this Agreement; or
- (c) adversely affect or impair the current or future obligations of the City to provide sewer service to the West Side Service Area; or
- (d) entitle the aggrieved Party to seek or recover exemplary damages; or
- (e) adversely affect or impair the current or future rights, powers or authority of any district funding any portion of the West Side Sewer System (including, but not limited to, the issuance of bonds); or
- (f) limit the Term.

6.5 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The City waives its governmental immunity from suit and immunity from liability as to any action brought by a Party (or by any district funding any portion of the West Side Sewer System) to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities other than any district funding any portion of the West Side Sewer System or a Party to this Agreement.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of

this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

(c) The City waives its governmental immunity from suit and immunity from liability as to any action brought by an Owner resulting from an Owner's construction of all or any portion of the West Side Sewer System because this Agreement is a contract subject to Texas Local Government Code Chapter 271, Subchapter I. Attorney's fees may be awarded to an Owner in an adjudication brought against the City for a breach of this Agreement as provided by Section 271.153(a) of the Texas Local Government Code.

6.6 Assignment by Owner to a District. An Owner has the right to assign to any district funding any portion of the West Side Sewer System those portions of this Agreement concerning the provision of sewer service and the design, construction, installation, maintenance, and repair of any portion of the West Side Sewer System. Thereafter, for the limited purposes of such assignment, any district funding any portion of the West Side Sewer System shall be considered an "Assignee," and therefore a Party, for purposes of this Agreement. Each assignment shall be in writing executed by the Owner and the applicable district and shall obligate the applicable district to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the applicable district for the performance of all obligations assigned to such district and agrees that the Owner making such assignment shall be released from subsequently performing the assigned obligations and from any liability that results from the district's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not given to the City within 15 days after execution, the Owner shall not be released until the City receives the assignment. No assignment by the Owner shall release the Owner from any liability resulting from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Each Owner shall maintain written records of all assignments made by such Owner to any district, 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.

6.7 Assignment by Owner to Successor Owners. Each Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the property within the West Side Service Area or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner 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. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within fifteen (15) days after execution, Owner shall not be released until the City receives such assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the

assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. The City shall not assign this Agreement.

6.8 Encumbrance by Owner and Assignees. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement, but shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

6.9 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without each Owner's prior written consent.

6.10 Assignees as Parties. An Assignee shall be considered a "Party" and the "Owner" for the purposes of the rights, title, interest, and obligations assigned to the Assignee.

6.11 Estoppel Certificates. From time to time upon written request of an Owner or district, the City Manager will execute a written estoppel certificate identifying any obligations of the Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Owner is in compliance with its duties and obligations under this Agreement. Such estoppel certificate may confirm, if true, that an Owner's obligations under this Agreement are satisfied and such Owner has no further obligations under this Agreement.

6.12 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by e-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by

any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by e-mail). Notices given pursuant to this section shall be addressed as listed on Exhibit I.

6.13 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

6.14 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance duly adopted by the City Council 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. Each Owner represents and warrants that this Agreement has been approved by appropriate action of that Owner, and that the individual executing this Agreement on behalf of such Owner has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

6.15 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties with respect to the West Side Sewer System and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. 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, 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.

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

6.17 Non Waiver. Any failure by a Party to insist upon strict performance by another 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.

6.18 No Third Party Beneficiaries. No person or entity other than the Parties shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

6.20 No Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, each Owner 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. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6.21 Iran, Sudan and Foreign Terrorist Organizations. Each Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, 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, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes each 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.

6.22 No Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session),

Texas Government Code, as amended, each Owner 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. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

6.23 No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, each Owner 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. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions:

- (a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;
- (b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler,

supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

- (c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

6.24 Form 1295. Submitted herewith is a completed Form 1295 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 Owner, 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 Owner; and, neither the City nor its consultants have verified such information.

6.25 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.

6.26 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

6.27 Exhibits. The following exhibits are attached hereto and incorporated herein for all purposes:

Exhibit A	Depiction of the West Side Service Area
Exhibit B	Description of the West Side Sewer System
Exhibit C	Form of Easement
Exhibit D	Form of Covenant
Exhibit E	List of Approved Engineers
Exhibit F	Phase 1 Cost Notice
Exhibit G	Phase 2 Cost Notice
Exhibit H	Additional Funds Notice
Exhibit I	Notice Addresses for all Parties
Exhibit J	Form of Request for Distribution of Funds

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EXECUTION PAGES FOLLOW

ATTEST:



Brittany Andrews
Brittany Andrews, City Secretary

CITY OF JUSTIN

By: Chuck Ewing
Name: Chuck Ewing
Title: City Manager

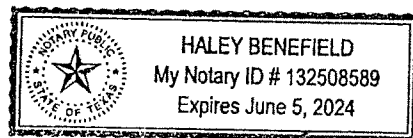
STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me, on the 7 day of April, 2022,
by Chuck Ewing, City Manager of the City of Justin, Texas on behalf of said City.

Hailey Benefield
Notary Public, State of Texas

Printed Name: Hailey Benefield

My Commission Expires: 06/05/2024



PETRUS TRADITION:

PETRUS INVESTMENT, L.P.

a Texas limited partnership

By: PMC Management, L.P.,
a Texas limited partnership,
its sole general partner

By: Hillwood Development Company, LLC,
a Texas limited liability company,
its sole general partner

By: 

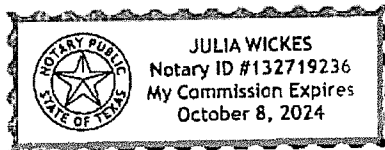
Name: M. Thomas Mason

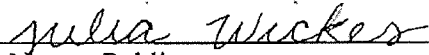
Title: Executive Vice President

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on this 1st day of April, 2022,
by M. Thomas Mason, Executive Vice President of Hillwood Development Company, LLC, a
Texas limited liability company and the sole general partner of PMC Management, LP, a Texas
limited partnership and the sole general partner of Petrus Investment, LP, a Texas limited
partnership, on behalf of said partnership.





Notary Public

Printed Name: Julia Wickes

My Commission Expires: October 8, 2024

RANGE CREEK:

TCCI Range – Mead 2021 LLC
a Texas limited liability company

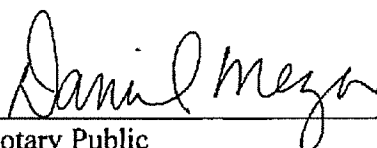
By: _____

Name: Tommy Cansler

Title: Manager

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 1 day of APRIL, 2022,
by Tommy Cansler, Manager on behalf of said TCCI Range – Mead 2021 LLC, a Texas limited
liability company.

_____
Notary Public

Printed Name: DANIEL MEZA

My Commission Expires: 02/08/2025

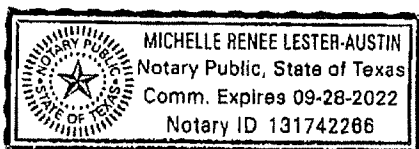
TALLY:

CNR TALLY/TRAIL CREEK ACRES,
a Texas partnership,

By: *Edward Curtis Tally II*
Edward Curtis Tally II, Managing Partner

STATE OF TEXAS §
COUNTY OF Denton §

This instrument was acknowledged before me on this 6th day of April, 2022, by Edward Curtis Tally II, Managing Partner, on behalf of CNR TALLY/TRAIL CREEK ACRES, a Texas partnership.



Michelle Lester-Austin
Notary Public
Printed Name: Michelle Lester-Austin
My Commission Expires: 9.28.22

PRESERVE:

JUSTIN 197 PARTNERS, LP,
a Texas limited partnership

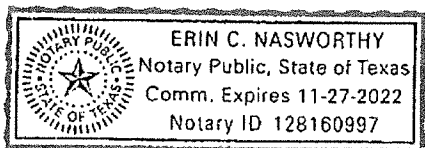
By: Justin 197 GP, LLC,
a Texas limited liability company,
its general partner

By: Justin Preserve, LLC,
a Texas limited liability company,
its sole member

By: [Signature]
Name: FREDERICK PHILLIPS
Title: ADMINISTRATIVE MANAGER

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this 6 day of April, 2022,
by Frederick Phillips, Administrative Manager of Justin Preserve, LLC, a
Texas limited liability company and the sole member of Justin 197 GP, LLC, a Texas limited
liability company and the general partner of Justin 197 Partners, LP, a Texas limited partnership
on behalf of said limited partnership.



Erin Nasworthy
Notary Public

Printed Name: Erin Nasworthy

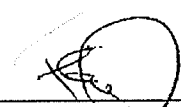
My Commission Expires: 11.27.2022

PRESERVE:

JUSTIN 197 HOLDINGS, LP,
a Texas limited partnership

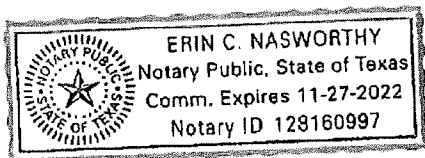
By: Justin 197 GP, LLC,
a Texas limited liability company,
its general partner

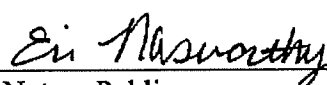
By: Justin Preserve, LLC,
a Texas limited liability company,
its sole member

By: 
Name: FREDERICK PHILLIPS
Title: ADMINISTRATIVE MANAGER

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 6 day of April, 2022,
by Frederick Phillips, Administrative Manager of Justin Preserve, LLC, a
Texas limited liability company and the sole member of Justin 197 GP, LLC, a Texas limited
liability company and the general partner of Justin 197 Holdings, LP, a Texas limited partnership
on behalf of said limited partnership.




Notary Public

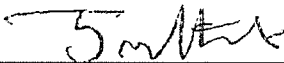
Printed Name: Erin Nasworthy

My Commission Expires: 11-27-2022

BLOOMFIELD TIMBERBROOK:

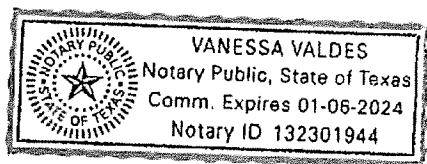
BLOOMFIELD HOMES, L.P.,
a Texas limited liability partnership


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

By: 
Timothy M. Stewart, Vice President

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

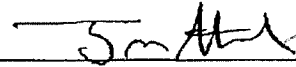
This instrument was acknowledged before me on this 29th day of March, 2022,
by Timothy M. Stewart, Vice President of Bloomfield Properties, Inc., a Texas corporation,
general partner of Bloomfield Homes, L.P., on behalf of said partnership.




Notary Public
Printed Name: Vanessa Valdes
My Commission Expires: 01/06/2024

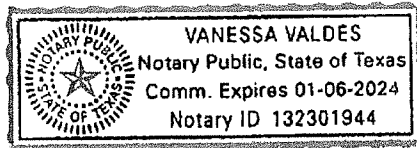
BLOOMFIELD TRADITION NORTH:

JUSTIN TIMBERBROOK, LLC,
a Texas limited liability company

By: 
Timothy M. Stewart, President

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 29th day of March, 2022,
by Timothy M. Stewart, President, on behalf of said limited liability company.



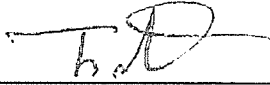

Notary Public

Printed Name: Vanessa Valdes

My Commission Expires: 01/06/2024


BLOOMFIELD 300:

By: JUSTIN TIMBERBROOK, LLC,
a Texas limited liability company

By: 
Timothy M. Stewart, President

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

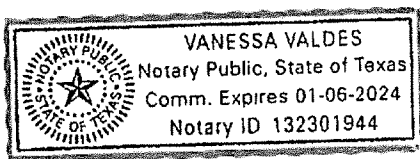
By: Bloomfield Properties, Inc.,
a Texas corporation, its General Partner


By: 
Timothy M. Stewart, Vice President

STATE OF TEXAS

COUNTY OF Tarrant §
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This instrument was acknowledged before me on this 29th day of March, 2022,
by Timothy M. Stewart, President, on behalf of said limited liability company and Timothy M.
Stewart, Vice President of Bloomfield Properties, Inc., a Texas corporation, general partner of
Bloomfield Homes, L.P., on behalf of said partnership.




Notary Public


Printed Name: Vanessa Valdes

My Commission Expires: 01/06/2024

BLOOMFIELD 190:

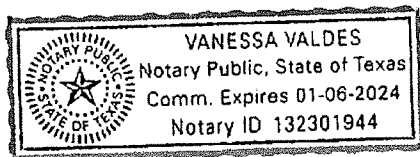
BLOOMFIELD HOMES, L.P.,
a Texas limited partnership


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

By: 
Timothy M. Stewart, Vice President

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 29th day of March, 2022,
by Timothy M. Stewart, Vice President of Bloomfield Properties, Inc., a Texas corporation,
general partner of Bloomfield Homes, L.P., on behalf of said partnership.




Notary Public

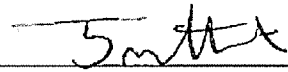
Printed Name: Vanessa Valdes

My Commission Expires: 01/06/2024

BLOOMFIELD TIMBERBROOK WEST:

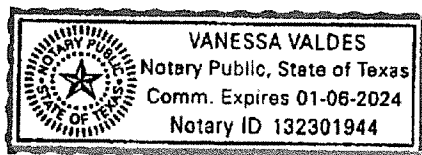
BLOOMFIELD HOMES, L.P.,
a Texas limited partnership

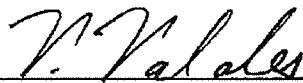
By: Bloomfield Properties, Inc.,
a Texas corporation, its General Partner

By: 
Timothy M. Stewart, Vice President

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 29th day of March, 2022,
by Timothy M. Stewart, Vice President of Bloomfield Properties, Inc., a Texas corporation,
general partner of Bloomfield Homes, L.P., on behalf of said partnership.




Notary Public

Printed Name: Vanessa Valdes

My Commission Expires: 01/06/2024

BLOOMFIELD CONSTELLATION:

By: ROYAL CREST PROPERTIES LLC,
a Texas limited liability company

By: _____

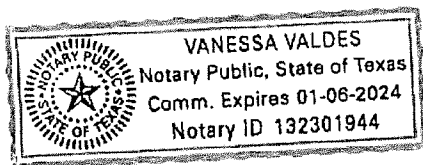
Peter Paulsen, Manager

STATE OF TEXAS

COUNTY OF Tarrant

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§
§

This instrument was acknowledged before me on this 29th day of March, 2022,
by Peter Paulsen, Manager, on behalf of said limited liability company.



V. Valdes
Notary Public

Printed Name: Vanessa Valdes

My Commission Expires: 01/06/2024

[illegible]

Exhibit B

Description of the West Side Sewer System

Table 1: Sewer Sheds							
Sewer Shed	Area Designation	Use	Acres	Du/AC	Units	Pop/Unit	Population
City 1	DA1	Residential	192	3	576	3	1728
Preserve	DA2	Residential	194	n/a	637	3	1911
Range 1	DA3	Residential	269	3	807	3	2421
Range 2	DA4	Residential	272	3	816	3	2448
Tally	DA5	Residential	219	3	657	3	1971
Petrus 1	DA6	Residential	230	5.7	1311	3	3933
Petrus 2	DA7	Residential	236	4.3	1015	3	3044
Petrus 3	DA8	Residential	283	4.2	1189	3	3566
City 2	DA9	Residential	277	3	831	3	2493
Bloomfield Timberbrook ⁽¹⁾	DA10	Residential	154	n/a	455	3	1365
Bloomfield 300 ⁽²⁾	DA11	Residential	170	3.8	645	3	1935
City 3	DA12	Residential	64	3	192	3	576
City 4	DA13	Residential	39	3	117	3	351
Bloomfield Timberbrook West	DA14	Residential	99	3	350	3	1050
Bloomfield Tradition North 2A ⁽³⁾	DA15	Residential	158	3.3	540	3	1620
Bloomfield Tradition North 2B ⁽³⁾	DA16	Residential	201	3.3	680	3	2040
City 5	DA17	Residential	351	3	1053	3	3159
Bloomfield 190	DA18	Residential	190	3.7	700	3	2100
Bloomfield Constellation	DA19	Residential	561	n/a	3050	3	9150
		Total:	4159		15620		46861

(1) Includes only southern 455 units on Timberbrook that gravity flow to south

(2) Includes only southern 170 acres that gravity flows to the south

(3) Includes only the southern portion of Tradition MUD North that gravity flows to the south

Table 2: Sewer Sizing													
Line Segment	Drainage Area	Area (AC)	Population	Q _{avg} (gpd) ^a	M	Q ₀ (gpd)	Infilt./ Infiltration (gpd)	Q ₀ (MGD)	Pipe Diameter (In)	Pipe Slope (%)	Pipe Capacity (MGD)	% Capacity	% Allocation
CPI-CP2	DA1	192	1728	172800		395860	19200	0.42				4%	CITY
	DA2	194	1911	191100		437782	19400	0.46				4%	PRESERVE
	DA3	269	2421	242100		554616	26900	0.58				5%	RANGE
	DA4	272	2448	244800		560801	27200	0.59				5%	RANGE
	DA5	219	1971	197100		451528	21900	0.47				4%	TALLY
	DA6	230	3933	393300		906993	23000	0.92				6%	PETRUS
	DA7	236	3044	304440		697428	23600	0.72				6%	PETRUS
	DA8	283	3566	356580		816873	28300	0.85				8%	PETRUS
	DA9	277	2493	249300		571110	27700	0.60				5%	CITY
	DA10	154	1365	136500	2.29	312702	15400	0.33				3%	BLOOMFIELD TIMBERBROOK
	DA11	170	1935	193500		443280	17000	0.46				4%	BLOOMFIELD 300
	DA12	64	576	57600		131953	6400	0.14				1%	CITY
	DA13	39	351	35100		80409	3900	0.08				1%	CITY
	DA14	99	1050	105000		240540	9900	0.25				2%	BLOOMFIELD TIMBERBROOK WEST
	DA15	158	1620	162000		371119	15800	0.39				3%	BLOOMFIELD TRADITION NORTH
	DA16	201	2040	204000		467334	20100	0.49				4%	BLOOMFIELD TRADITION NORTH
	DA17	351	3159	315900		723681	35100	0.76				7%	CITY
	DA18	190	2100	210000		481080	19000	0.50				4%	BLOOMFIELD 190
	DA19	561	9150	915000		2096132	56100	2.15				20%	BLOOMFIELD CONSTELLATION
	Total		46861	4686120		10735222	415900	11.15	36	0.10%	13.64	81.75%	100%

Table 2: Sewer Sizing

Line Segment	Drainage Area	Area (AC)	Population	Q _{avg} (gpd) ^a	M	Q _b (gpd)	Infil./Infiltration (gpd)	Q _{tot} (MGD)	Pipe Diameter (in)	Pipe Slope (%)	Pipe Capacity (MGD)	% Capacity	% Allocation	
CP2-CP3	DA1	192	1728	172800		400985	19200	0.42					4%	CITY
	DA3	269	2421	242100		561797	26900	0.59					6%	RANGE
	DA4	272	2448	244800		588063	27200	0.60					6%	RANGE
	DA5	219	1971	197100		457374	21900	0.48					5%	TALLY
	DA6	230	1933	193300		912659	23000	0.94					9%	PETRUS
	DA7	236	3044	304400		706458	23600	0.73					7%	PETRUS
	DA8	283	3566	356600		827450	28300	0.86					8%	PETRUS
	DA9	277	2493	249300		578505	27700	0.61					6%	CITY
	DA11	170	1935	193500	2.32	449020	17000	0.47					4%	BLOOMFIELD 300
	DA12	64	576	57600		133662	6400	0.14					1%	CITY
	DA13	39	351	35100		81450	3900	0.09					1%	CITY
	DA14	99	1050	105000		243654	9900	0.25					2%	BLOOMFIELD TIMBERBROOK WEST
	DA15	158	1620	162000		375924	15800	0.39					4%	BLOOMFIELD TRADITION NORTH
	DA16	201	2040	204000		473385	20100	0.49					5%	BLOOMFIELD TRADITION NORTH
	DA17	351	3159	315900		733051	35100	0.77					7%	CITY
	DA18	190	2100	210000		487309	19000	0.51					5%	BLOOMFIELD 190
	DA19	561	9150	915000		2123273	56100	2.18					21%	BLOOMFIELD CONSTELLATION
	Total		43585	4358500		10114019	361100	10.50	36	0.10%	13.64	78.94%	100%	
CP3-CP4	DA4	272	2448	244800		733724	27200	0.76					27%	RANGE
	DA7	236	3044	304400	3.00	912479	23600	0.94					34%	PETRUS
	DA8	283	3566	356600		1068755	28300	1.10					39%	PETRUS
	Total		9058	905800		2714957	79100	2.79	21	0.10%	3.23	86.50%	100%	
CP4-CP5	DA7	236	3044	304400	3.13	912479	23600	0.94					46%	PETRUS
	DA8	283	3566	356600		1068755	28300	1.10					54%	PETRUS
	Total		6610	661000		1981234	51900	2.03	18	0.10%	2.14	95.01%	100%	
CP2-CP6	DA10	154	1365	136500		409123	15400	0.42					38%	BLOOMFIELD TIMBERBROOK
	DA11	170	1935	193500		449020	17000	0.47					42%	BLOOMFIELD 300
	DA12	64	576	57600	3.31	133662	6400	0.14					12%	CITY
	DA13	39	351	35100		81450	3900	0.09					8%	CITY
	Total		4227	422700		1073253	42700	1.12	15	0.10%	1.32	84.54%	100%	
CP3-CP7	DA5	219	1971	197100		457374	21900	0.48					7%	TALLY
	DA6	230	1933	193300		912659	23000	0.94					14%	PETRUS
	DA9	277	2493	249300		578505	27700	0.61					9%	CITY
	DA14	99	1050	105000		243654	9900	0.25					4%	BLOOMFIELD TIMBERBROOK WEST
	DA15	158	1620	162000	2.51	375924	15800	0.39					6%	BLOOMFIELD TRADITION NORTH
	DA16	201	2040	204000		473385	20100	0.49					7%	BLOOMFIELD TRADITION NORTH
	DA17	351	3159	315900		733051	35100	0.77					11%	CITY
	DA18	190	2100	210000		487309	19000	0.51					8%	BLOOMFIELD 190
	DA19	561	9150	915000		2123273	56100	2.18					33%	BLOOMFIELD CONSTELLATION
	Total		27516	2751600		6345134	226900	6.61	27	0.10%	6.33	104.48%	100%	
	DA6	230	1933	193300		912659	23000	0.94					15%	PETRUS
CP7-CP8	DA9	277	2493	249300		578505	27700	0.61					10%	CITY
	DA14	99	1050	105000		243654	9900	0.25					4%	BLOOMFIELD TIMBERBROOK WEST
	DA15	158	1620	162000		375924	15800	0.39					6%	BLOOMFIELD TRADITION NORTH
	DA16	201	2040	204000	2.55	473385	20100	0.49					8%	BLOOMFIELD TRADITION NORTH
	DA17	351	3159	315900		733051	35100	0.77					12%	CITY
	DA18	190	2100	210000		487309	19000	0.51					8%	BLOOMFIELD 190
	DA19	561	9150	915000		2123273	56100	2.18					36%	BLOOMFIELD CONSTELLATION
	Total		25545	2554500		5927760	206700	6.13	27	0.10%	6.33	96.91%	100%	
	DA9	277	2493	249300		578505	27700	0.61					12%	CITY
	DA14	99	1050	105000		243654	9900	0.25					5%	BLOOMFIELD TIMBERBROOK WEST
CP8-CP9	DA15	158	1620	162000		375924	15800	0.39					7%	BLOOMFIELD TRADITION NORTH
	DA16	201	2040	204000	2.62	473385	20100	0.49					9%	BLOOMFIELD TRADITION NORTH
	DA17	351	3159	315900		733051	35100	0.77					15%	CITY
	DA18	190	2100	210000		487309	19000	0.51					10%	BLOOMFIELD 190
	DA19	561	9150	915000		2123273	56100	2.18					42%	BLOOMFIELD CONSTELLATION
	Total		21612	2161200		5015101	183700	5.20	27	0.10%	6.33	82.13%	100%	
	DA15	158	1620	162000		375924	15800	0.39					9%	BLOOMFIELD TRADITION NORTH
CP9-CP10	DA16	201	2040	204000		473385	20100	0.49					11%	BLOOMFIELD TRADITION NORTH
	DA17	351	3159	315900	2.70	733051	35100	0.77					17%	CITY
	DA18	190	2100	210000		487309	19000	0.51					12%	BLOOMFIELD 190
	DA19	561	9150	915000		2123273	56100	2.18					51%	BLOOMFIELD CONSTELLATION
	Total		18069	1806900		4192942	146100	4.34	24	0.10%	4.62	93.92%	100%	
CP10-CP11	DA16	201	2040	204000		473385	20100	0.49					12%	BLOOMFIELD TRADITION NORTH
	DA17	351	3159	315900	2.74	733051	35100	0.77					19%	CITY
	DA18	190	2100	210000		487309	19000	0.51					13%	BLOOMFIELD 190
	DA19	561	9150	915000		2123273	56100	2.18					56%	BLOOMFIELD CONSTELLATION
	Total		15449	1544900		3817018	130300	3.95	24	0.10%	4.62	85.44%	100%	
CP11-CP12	DA17	351	3159	315900	2.86	733051	35100	0.77					26%	CITY
	DA19	561	9150	915000		2123273	56100	2.18					74%	BLOOMFIELD CONSTELLATION
	Total		12309	1230900		2856324	91200	2.95	21	0.10%	3.23	91.25%	100%	
CP12-CP13	DA19	561	9150	915000	2.99	2123273	56100	2.18					100%	BLOOMFIELD CONSTELLATION
Total			9150	915000		2123273	56100	2.18	18	0.10%	2.18	101.84%	100%	

Table 2: Sewer Sizing

Line Segment	Drainage Area	Area (AC)	Population	Q_{avg} (gpd) ^a	M	Q_0 (gpd)	Infil./ Infiltration (gpd)	Q_{in} (MGD)	Pipe Diameter (in)	Pipe Slope (%)	Pipe Capacity (MGD)	% Capacity	% Allocation	
CP6-CP15	DA11	170	1935	193500		449020	17000	0.47					68%	BLOOMFIELD 300
	DA12	64	576	57600	3.46	133642	6400	0.14					20%	CITY
	DA13	39	351	35100		81450	3900	0.09					12%	CITY
	Total		2862	286200		664132	27300	0.69	12	0.10%	0.73	94.72%	100%	
CP4-CP14	DA7	236	3044	304440	3.44	706458	23600	0.73					100%	PETRUS
	Total		3044	304440		706458	23600	0.73	12	0.10%	0.73	100.01%	100%	
CP11-CP15	DA18	190	2100	210000	3.50	487309	19000	0.51					100%	BLOOMFIELD 190
	Total		2100	210000		487309	19000	0.51	12	0.10%	0.73	69.36%	100%	

COST SUMMARY TOTAL SUMMARY - January 2022				Drainage Areas	% Participation	Total
City				DA1, DA9, DA12, DA13 DA17	17.0%	\$1,932,780
Range				DA3, DA4	4.8%	\$548,600
Tally				DA5	1.6%	\$176,758
Preserve				DA2	1.0%	\$108,058
Bloomfield Timberbrook				DA10	3.5%	\$402,563
Bloomfield Tradition North				DA15, DA16	7.3%	\$833,873
Bloomfield 300				DA11	7.9%	\$897,487
Bloomfield 190				DA18	7.6%	\$864,464
Bloomfield Timberbrook West				DA14	1.7%	\$188,023
Petrus Tradition				DA6, DA7, DA8	24.0%	\$2,729,688
Bloomfield Constellation				DA19	23.7%	\$2,691,217
Total					100%	\$11,373,511

Sewer Segment CP1-CP2				
Description	Qty	LF	Unit Price	Amount
36" Sanitary Sewer Main	5,750	LF	\$240	\$1,380,000
FM 156 Bore	150	LF	\$1,800	\$270,000
6' Dia. Manhole	17	EA	\$8,500	\$144,500
Manhole - Vacuum test	17	EA	\$300	\$5,100
Trench Safety	5,750	LF	\$1	\$5,750
Meter Station	1	EA	\$100,000	\$100,000
Total				\$1,905,350
Engineering & Surveying	12%	%	\$1,905,350	\$228,642
Maintenance, Payment, and Performance Bonds	3%	%	\$1,905,350	\$57,161
Engineering Review & Inspection Fee	4%	%	\$1,905,350	\$66,687
Easement Acquisition (20' Wide)	2.64	AC	\$50,000	\$132,002
Geotechnical Testing	1%	%	\$1,905,350	\$19,054
Contingency	10%	%	\$2,408,895	\$240,890
			Total:	\$2,649,785

Cost Allocations:

City:	18%	\$469,723
Range:	10%	\$275,319
Tally:	4%	\$111,451
Preserve:	4%	\$108,058
Bloomfield Timberbrook:	3%	\$77,184
Bloomfield Tradition North:	8%	\$206,956
Bloomfield 300:	4%	\$109,415
Bloomfield 190:	4%	\$118,745
Bloomfield Timberbrook West:	2%	\$59,373
Petrus Tradition:	22%	\$596,169
Bloomfield Constellation:	20%	\$517,390
Total:	100%	\$ 2,649,785

Sewer Segment CP2-CP3				
Description	Qty	LF	Unit Price	Amount
36" Sanitary Sewer Main	1,900	LF	\$240	\$456,000
6' Dia. Manhole	6	EA	\$8,500	\$51,000
Manhole - Vacuum test	6	EA	\$300	\$1,800
Trench Safety	1,900	LF	\$1	\$1,900
Meter Station	1	EA	\$20,000	\$20,000
Total				\$530,700
Engineering & Surveying	12%	%	\$530,700	\$63,684
Maintenance, Payment, and Performance Bonds	3%	%	\$530,700	\$15,921
Engineering Review & Inspection Fee	4%	%	\$530,700	\$18,575
Easement Acquisition (20' Wide)	0.87	AC	\$50,000	\$43,618
Geotechnical Testing	1%	%	\$530,700	\$5,307
Contingency	10%	%	\$677,804	\$67,780
Total:				\$745,585

Cost Allocations:

City:	19%	\$142,103
Range:	11%	\$83,291
Tally:	5%	\$33,717
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	8%	\$62,609
Bloomfield 300:	4%	\$33,101
Bloomfield 190:	5%	\$35,923
Bloomfield Timberbrook West:	2%	\$17,962
Petrus Tradition:	24%	\$180,356
Bloomfield Constellation:	21%	\$156,523
Total:	100% \$	745,585

Sewer Segment CP3-CP4				
Description	Qty	LF	Unit Price	Amount
21" Sanitary Sewer Main	2,900	LF	\$130	\$377,000
6' Dia. Manhole	9	EA	\$8,500	\$76,500
Manhole - Vacuum test	9	EA	\$300	\$2,700
Trench Safety	2,900	LF	\$1	\$2,900
Meter Station	1	EA	\$20,000	\$20,000
Total				\$479,100
Engineering & Surveying	12%	%	\$479,100	\$57,492
Maintenance, Payment, and Performance Bonds	3%	%	\$479,100	\$14,373
Engineering Review & Inspection Fee	4%	%	\$479,100	\$16,769
Easement Acquisition (20' Wide)	1.33	AC	\$50,000	\$66,575
Geotechnical Testing	1%	%	\$479,100	\$4,791
Contingency	10%	%	\$639,099	\$63,910
Total:				\$703,009

Cost Allocations:

City:	0%	\$0
Range:	27%	\$189,990
Tally:	0%	\$0
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	0%	\$0
Bloomfield 300:	0%	\$0
Bloomfield 190:	0%	\$0
Bloomfield Timberbrook West:	0%	\$0
Petrus Tradition:	73%	\$513,019
Bloomfield Constellation:	0%	\$0
Total:	100% \$	703,009

Sewer Segment CP4-CP5				
Description	Qty	LF	Unit Price	Amount
18" Sanitary Sewer Main	3,400	LF	\$115	\$391,000
6" Dia. Manhole	10	EA	\$8,500	\$85,000
Manhole - Vacuum test	10	EA	\$300	\$3,000
Trench Safety	3,400	LF	\$1	\$3,400
Meter Station	1	EA	\$20,000	\$20,000
Easement For Offsite Sanitary Sewer	102,000	SF	\$1	\$102,000
Total				\$604,400
Engineering & Surveying	12%	%	\$604,400	\$72,528
Maintenance, Payment, and Performance Bonds	3%	%	\$604,400	\$18,132
Engineering Review & Inspection Fee	4%	%	\$604,400	\$21,154
Easement Acquisition (20' Wide)	1.56	AC	\$50,000	\$78,053
Geotechnical Testing	1%	%	\$604,400	\$6,044
Contingency	10%	%	\$800,311	\$80,031
Total:				\$880,342

Cost Allocations:

City:	0%	\$0
Range:	0%	\$0
Tally:	0%	\$0
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	0%	\$0
Bloomfield 300:	0%	\$0
Bloomfield 190:	0%	\$0
Bloomfield Timberbrook West:	0%	\$0
Petrus Tradition:	100%	\$880,342
Bloomfield Constellation:	0%	\$0
Total:	100%	\$ 880,342

Sewer Segment CP2-CP6				
Description	Qty	LF	Unit Price	Amount
15" Sanitary Sewer Main	4,500	LF	\$100	\$450,000
5' Dia. Manhole	13	EA	\$6,500	\$84,500
Manhole - Vacuum test	13	EA	\$300	\$3,900
Trench Safety	4,500	LF	\$1	\$4,500
Meter Station	1	EA	\$20,000	\$20,000
Total				\$562,900
Engineering & Surveying	12%	%	\$562,900	\$67,548
Maintenance, Payment, and Performance Bonds	3%	%	\$562,900	\$16,887
Engineering Review & Inspection Fee	4%	%	\$562,900	\$19,702
Easement Acquisition (20' Wide)	2.07	AC	\$50,000	\$103,306
Geotechnical Testing	1%	%	\$562,900	\$5,629
Contingency	10%	%	\$775,971	\$77,597
Total:				\$853,568

Cost Allocations:

City:	20%	\$171,080
Range:	0%	\$0
Tally:	0%	\$0
Preserve:	0%	\$0
Bloomfield Timberbrook:	38%	\$325,379
Bloomfield Tradition North:	0%	\$0
Bloomfield 300:	42%	\$357,109
Bloomfield 190:	0%	\$0
Bloomfield Timberbrook West:	0%	\$0
Petrus Tradition:	0%	\$0
Bloomfield Constellation:	0%	\$0
Total:	100%	\$ 853,568

Sewer Segment CP3-CP7				
Description	Qty	LF	Unit Price	Amount
27" Sanitary Sewer Main	1,400	LF	\$180	\$252,000
6' Dia. Manhole	4	EA	\$8,500	\$34,000
Manhole - Vacuum test	4	EA	\$300	\$1,200
Trench Safety	1,400	LF	\$1	\$1,400
Meter Station	1	EA	\$20,000	\$20,000
Total				\$308,600
Engineering & Surveying	12%	%	\$308,600	\$37,032
Maintenance, Payment, and Performance Bonds	3%	%	\$308,600	\$9,258
Engineering Review & Inspection Fee	4%	%	\$308,600	\$10,801
Easement Acquisition (20' Wide)	0.64	AC	\$50,000	\$32,140
Geotechnical Testing	1%	%	\$308,600	\$3,086
Contingency	10%	%	\$400,917	\$40,092
			Total:	\$441,008

Cost Allocations:

City:	21%	\$90,587
Range:	0%	\$0
Tally:	7%	\$31,590
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	13%	\$58,660
Bloomfield 300:	0%	\$0
Bloomfield 190:	8%	\$33,657
Bloomfield Timberbrook West:	4%	\$16,829
Petrus Tradition:	14%	\$63,036
Bloomfield Constellation:	33%	\$146,650
Total:	100% \$	441,008

Sewer Segment CP7-CP8				
Description	Qty	LF	Unit Price	Amount
27" Sanitary Sewer Main	3,000	LF	\$180	\$540,000
6' Dia. Manhole	9	EA	\$8,500	\$76,500
Manhole - Vacuum test	9	EA	\$300	\$2,700
Trench Safety	3,000	LF	\$1	\$3,000
Meter Station	1	EA	\$20,000	\$20,000
Total				\$642,200
Engineering & Surveying	12%	%	\$642,200	\$77,064
Maintenance, Payment, and Performance Bonds	3%	%	\$642,200	\$19,266
Engineering Review & Inspection Fee	4%	%	\$642,200	\$22,477
Easement Acquisition (20' Wide)	1.38	AC	\$50,000	\$68,871
Geotechnical Testing	1%	%	\$642,200	\$6,422
Contingency	10%	%	\$836,300	\$83,630
			Total:	\$919,929

Cost Allocations:

City:	22%	\$203,540
Range:	0%	\$0
Tally:	0%	\$0
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	14%	\$131,804
Bloomfield 300:	0%	\$0
Bloomfield 190:	8%	\$75,625
Bloomfield Timberbrook West:	4%	\$37,813
Petrus Tradition:	15%	\$141,636
Bloomfield Constellation:	36%	\$329,511
Total:	100% \$	919,929

Sewer Segment CP8-CP9				
Description	Qty	LF	Unit Price	Amount
27" Sanitary Sewer Main	3,800	LF	\$180	\$684,000
6' Dia. Manhole	11	EA	\$8,500	\$93,500
Manhole - Vacuum test	11	EA	\$300	\$3,300
Trench Safety	3,800	LF	\$1	\$3,800
Meter Station	1	EA	\$20,000	\$20,000
Total				\$804,600
Engineering & Surveying	12%	%	\$804,600	\$96,552
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	1.74	AC	\$50,000	\$87,236
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$1,048,733	\$104,873
Total:				\$1,153,606

Cost Allocations:

City:	26%	\$301,693
Range:	0%	\$0
Tally:	0%	\$0
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	17%	\$195,364
Bloomfield 300:	0%	\$0
Bloomfield 190:	10%	\$112,094
Bloomfield Timberbrook West:	5%	\$56,047
Petrus Tradition:	0%	\$0
Bloomfield Constellation:	42%	\$488,409
Total:	100%	\$ 1,153,606

Sewer Segment CP9-CP10				
Description	Qty	LF	Unit Price	Amount
24" Sanitary Sewer Main	1,500	LF	\$160	\$240,000
6' Dia. Manhole	5	EA	\$8,500	\$42,500
Manhole - Vacuum test	5	EA	\$300	\$1,500
Trench Safety	1,500	LF	\$1	\$1,500
Meter Station	1	EA	\$20,000	\$20,000
Total				\$305,500
Engineering & Surveying	12%	%	\$804,600	\$96,552
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	0.69	AC	\$50,000	\$34,435
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$496,832	\$49,683
Total:				\$546,515

Cost Allocations:

City:	17%	\$95,547
Range:	0%	\$0
Tally:	0%	\$0
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	20%	\$110,700
Bloomfield 300:	0%	\$0
Bloomfield 190:	12%	\$63,517
Bloomfield Timberbrook West:	0%	\$0
Petrus Tradition:	0%	\$0
Bloomfield Constellation:	51%	\$276,751
Total:	100%	\$ 546,515

Sewer Segment CP10-CP11				
Description	Qty	LF	Unit Price	Amount
24" Sanitary Sewer Main	1,500	LF	\$160	\$240,000
6' Dia. Manhole	5	EA	\$8,500	\$42,500
Manhole - Vacuum test	5	EA	\$300	\$1,500
Trench Safety	1,500	LF	\$1	\$1,500
Meter Station	1	EA	\$20,000	\$20,000
Total				\$305,500
Engineering & Surveying	12%	%	\$804,600	\$96,552
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	0.69	AC	\$50,000	\$34,435
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$496,832	\$49,683
			Total:	\$546,515

Cost Allocations:

City:	19%	\$104,957
Range:	0%	\$0
Tally:	0%	\$0
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	12%	\$67,779
Bloomfield 300:	0%	\$0
Bloomfield 190:	13%	\$69,772
Bloomfield Timberbrook West:	0%	\$0
Petrus Tradition:	0%	\$0
Bloomfield Constellation:	56%	\$304,007
Total:	100%	\$ 546,515

Sewer Segment CP11-CP12				
Description	Qty	LF	Unit Price	Amount
21" Sanitary Sewer Main	2,200	LF	\$130	\$286,000
6' Dia. Manhole	7	EA	\$8,500	\$59,500
Manhole - Vacuum test	7	EA	\$300	\$2,100
Trench Safety	2,200	LF	\$1	\$2,200
Meter Station	1	EA	\$20,000	\$20,000
Total				\$369,800
Engineering & Surveying	12%	%	\$804,600	\$96,552
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	1.01	AC	\$50,000	\$50,505
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$577,202	\$57,720
			Total:	\$634,922

Cost Allocations:

City:	26%	\$162,947
Range:	0%	\$0
Tally:	0%	\$0
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	0%	\$0
Bloomfield 300:	0%	\$0
Bloomfield 190:	0%	\$0
Bloomfield Timberbrook West:	0%	\$0
Petrus Tradition:	0%	\$0
Bloomfield Constellation:	74%	\$471,975
Total:	100%	\$ 634,922

Sewer Segment CP6-CP14				
Description	Qty	LF	Unit Price	Amount
12" Sanitary Sewer Main	3,000	LF	\$75	\$225,000
5' Dia. Manhole	9	EA	\$6,500	\$58,500
Manhole - Vacuum test	9	EA	\$300	\$2,700
Trench Safety	3,000	LF	\$1	\$3,000
Meter Station	1	EA	\$20,000	\$20,000
Total				\$309,200
Engineering & Surveying	12%	%	\$804,600	\$96,552
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	1.38	AC	\$50,000	\$68,871
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$534,968	\$53,497
Total:				\$588,464

Cost Allocations:

City:	32%	\$190,603
Range:	0%	\$0
Tally:	0%	\$0
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	0%	\$0
Bloomfield 300:	68%	\$397,861
Bloomfield 190:	0%	\$0
Bloomfield Timberbrook West:	0%	\$0
Petrus Tradition:	0%	\$0
Bloomfield Constellation:	0%	\$0
Total:	100% \$	\$588,464

Sewer Segment CP4-CP13				
Description	Qty	LF	Unit Price	Amount
12" Sanitary Sewer Main	1,200	LF	\$75	\$90,000
5' Dia. Manhole	4	EA	\$6,500	\$26,000
Manhole - Vacuum test	4	EA	\$300	\$1,200
Trench Safety	1,200	LF	\$1	\$1,200
Meter Station	1	EA	\$20,000	\$20,000
Total				\$138,400
Engineering & Surveying	12%	%	\$804,600	\$96,552
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	0.55	AC	\$50,000	\$27,548
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$322,845	\$32,285
Total:				\$355,130

Cost Allocations:

City:	0%	\$0
Range:	0%	\$0
Tally:	0%	\$0
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	0%	\$0
Bloomfield 300:	0%	\$0
Bloomfield 190:	0%	\$0
Bloomfield Timberbrook West:	0%	\$0
Petrus Tradition:	100%	\$355,130
Bloomfield Constellation:	0%	\$0
Total:	100% \$	\$355,130

Sewer Segment CP11-CP15				
Description	Qty	LF	Unit Price	Amount
12" Sanitary Sewer Main	1,200	LF	\$75	\$90,000
5' Dia. Manhole	4	EA	\$6,500	\$26,000
Manhole - Vacuum test	4	EA	\$300	\$1,200
Trench Safety	1,200	LF	\$1	\$1,200
Meter Station	1	EA	\$20,000	\$20,000
Total				\$138,400
Engineering & Surveying	12%	%	\$804,600	\$96,552
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	0.55	AC	\$50,000	\$27,548
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$322,845	\$32,285
			Total:	\$355,130

Cost Allocations:

City:	0%	\$0
Range:	0%	\$0
Tally:	0%	\$0
Preserve:	0%	\$0
Bloomfield Timberbrook:	0%	\$0
Bloomfield Tradition North:	0%	\$0
Bloomfield 300:	0%	\$0
Bloomfield 190:	100%	\$355,130
Bloomfield Timberbrook West:	0%	\$0
Petrus Tradition:	0%	\$0
Bloomfield Constellation:	0%	\$0
Total:	100%	\$ 355,130

Exhibit C
Form of Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CITY OF JUSTIN

**SANITARY SEWER EASEMENT
(With Temporary Construction Easement)**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

[INSERT OWNER NAME] (whether one or more, "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by the City of Justin (the "City"), the receipt and sufficiency of which is hereby acknowledged, has this day Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the City , a sanitary sewer easement (the "Easement") on, over and across all that certain tract or parcel of land described in EXHIBIT "A" attached hereto and made a part hereof for all purposes (the "Easement Area") together with the right of reasonable ingress and egress over Grantor's lands adjacent to the Easement Area required for access to the Easement Area. This Easement grant and conveyance is made subject to all matters of record affecting the Easement Area.

The Easement shall only be used for the purpose of installing, constructing, using, operating, maintaining, repairing and replacing underground sanitary sewer facilities that are owned by the City (the "Underground Facilities") and reasonable ingress and egress over and across lands owned by Grantor that are adjacent to and required for access to the Easement Area. Appurtenances to the Underground Facilities that cannot be installed underground but can only be installed on the surface of the Easement Area may be installed on the surface of the Easement Area which together with the Underground Facilities are hereinafter referred to as "Facilities").

Grantor reserves and retains the right to grant other rights and easements across, over or under the Easement Area to such other persons as Grantor deems proper, provided such other grants do not interfere with, limit or obstruct the use of the Easement by the City for the purpose set forth herein. Notwithstanding anything to the contrary contained herein, this Easement shall not prevent the crossing of the Easement Area by either public right-of-way, public utility easement or public drainage easement so long as such crossing does not obstruct or impair the City's use of said Easement. Further, Grantor, at its expense, shall have the right to relocate any Facilities on Grantor's property installed pursuant to this Easement provided that the level of service provided by such Facilities at the new location will not be impaired or disrupted in any

respect either in the process of such relocation or after the completion thereof. Grantor reserves and retains the right to install, construct and maintain paved driveways and/or parking lots, roads, alleys, underground utilities, landscaping, irrigation, trails, recreational uses, signage and/or other uses, across, over and under the Easement Area.

The City shall repair any damage to improvements on the Easement Area or surrounding property and restore the surface of the Easement Area and surrounding property from damage resulting from the City's use of the Easement Area.

Grantor also hereby grants a temporary construction easement to the City and the party constructing the Facilities consisting of 25 feet on either side of the Easement Area (the "Temporary Easement Area") for the purposes of constructing the Facilities together with the right of reasonable ingress and egress over Grantor's lands adjacent to the Temporary Easement Area required to access the Easement Area (the "Temporary Easement"). The Temporary Easement shall commence upon construction of the Facilities and automatically terminate upon acceptance of the Facilities by the City. If necessary, the City (or the party constructing the Facilities) shall use the Temporary Easement Area for construction personnel and equipment access and the storage and maneuvering of equipment, pipe, supplies, dirt and fill material, and other related construction resources. The City (or the party constructing the Facilities) may clear trees, brush, or other vegetation and obstructions on the Easement Area and the Temporary Easement Area to allow for the most efficient construction of the Facilities. Upon conclusion of the use of the Temporary Easement Area, the City (or the party constructing the Facilities) will restore the Temporary Easement Area and the Easement Area, to the extent reasonably possible, to the condition in which same were found before such work was undertaken.

TO HAVE AND TO HOLD the Easement perpetually and Temporary Easement to the City, together with the right and privilege for the City at any and all times to enter upon said Easement Area and the Temporary Easement Area for the purpose of construction or reconstruction on and maintenance of the Facilities within the Easement Area for the purposes set forth herein; and Grantor does hereby bind itself, and its heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the City, against every person whomsoever lawfully claiming or to claim the same or any part thereof; by, through or under Grantor but not otherwise.

The recording of this CITY OF JUSTIN SANITARY SEWER EASEMENT (With Temporary Construction Easement) releases that certain covenant recorded at **[insert recording instrument number]** on **[insert recording date]** in the Real Property Records of Denton County, Texas.

[Remainder of page intentionally left blank.]

EXECUTED on the date(s) of acknowledgement indicated below.

[INSERT GRANTOR SIGNATURE BLOCK]

By: _____
a Texas _____
its _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____,
2022, by _____, _____ of [UPDATE PER SIGNATURE
BLOCK], on behalf of said _____.

Notary Public

EXHIBIT A

EASEMENT AREA

Exhibit D
Form of Covenant

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

COVENANT TO GRANT

CITY OF JUSTIN

**SANITARY SEWER EASEMENT
(With Temporary Construction Easement)**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

[INSERT OWNER NAME] (whether one or more, "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by the City of Justin (the "City"), the receipt and sufficiency of which is hereby acknowledged, has this day declared that Grantor's property described on **Exhibit A** attached hereto and made a part hereof for all purposes ("Grantor's Property") shall be held, transferred, sold and conveyed subject to the covenant to grant to the City a sewer easement described in that certain West Side Regional Sanitary Sewer Agreement approved by the City on [insert date] by resolution number [insert resolution number] (the "Sewer Agreement"). Upon recording of the sewer easement described in the Sewer Agreement, this covenant shall be released. Until such time, this covenant runs with the land and burdens Grantor's Property.

[Remainder of page intentionally left blank.]

EXECUTED on the date(s) of acknowledgement indicated below.

[INSERT GRANTOR SIGNATURE BLOCK]

By: _____
a Texas _____
its _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____,
2022, by _____, _____ of [UPDATE PER SIGNATURE
BLOCK], on behalf of said _____.

Notary Public

EXHIBIT A

GRANTOR'S PROPERTY

Exhibit E
List of Approved Engineers

Peloton

Goodwin Marshall

Pacheco Koch

LJA

Kimley Horn

Spiars Engineering

Exhibit F
FORM OF PHASE 1 COST NOTICE

WEST SIDE REGIONAL SANITARY SEWER AGREEMENT
PHASE 1 COST NOTICE

[DATE]

VIA EMAIL AND _____

[INSERT ALL OWNER ADDRESS BLOCKS]

Re: Notice of Phase 1 Costs for Segment [_____] of the West Side Sewer System under the City of Justin West Side Regional Sanitary Sewer Agreement

To Whom it May Concern:

As required by Article III of the City of Justin West Side Regional Sanitary Sewer Agreement (the "Agreement"), effective _____, 2022, by and between the City of Justin, Texas (the "City") and the Owners (as defined therein), NOTICE IS HEREBY GIVEN of the following Phase 1 costs required to be paid to the City on or before thirty (30) days following receipt of this notice for deposit in the West Side Sewer System Construction Fund (as defined in the Agreement): [SELECT INFORMATION FOR APPLICABLE SEGMENT:

Sewer Segment CP1-CP2					
Description		Qty	LF	Unit Price	Amount
Engineering & Surveying		12%	%	\$1,905,350	\$228,642
Engineering Review & Inspection Fee		4%	%	\$1,905,350	\$66,687
Easement Acquisition (20' Wide)		2.64	AC	\$50,000	\$132,002
Phase 1 Soft Costs - Total					\$427,331
				Total:	\$2,649,785
Cost Allocations:		Total Costs		Phase 1	Phase 2
City:	18%	\$469,723		\$75,752	\$393,970
Range:	10%	\$275,319		\$44,401	\$230,919
Tally:	4%	\$111,451		\$17,974	\$93,477
Preserve:	4%	\$108,058		\$17,427	\$90,632
Bloomfield Timberbrook:	3%	\$77,184		\$12,448	\$64,737
Bloomfield Tradition North:	8%	\$206,956		\$33,376	\$173,580
Bloomfield 300:	4%	\$109,415		\$17,645	\$91,770
Bloomfield 190:	4%	\$118,745		\$19,150	\$99,595
Bloomfield Timberbrook West:	2%	\$59,373		\$9,575	\$49,798
Petrus Tradition:	22%	\$596,169		\$96,144	\$500,025
Bloomfield Constellation:	20%	\$517,390		\$83,440	\$433,951
Total:	100%	\$2,649,785		\$427,331	\$2,222,454

Sewer Segment CP2-CP3				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$530,700	\$63,684
Engineering Review & Inspection Fee	4%	%	\$530,700	\$18,575
Easement Acquisition (20' Wide)	0.87	AC	\$50,000	\$43,618
Phase 1 Soft Costs - Total				\$125,876
			Total:	\$745,585
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	19%	\$142,103	\$23,991	\$118,112
Range:	11%	\$83,291	\$14,062	\$69,229
Tally:	5%	\$33,717	\$5,692	\$28,024
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	8%	\$62,609	\$10,570	\$52,039
Bloomfield 300:	4%	\$33,101	\$5,588	\$27,512
Bloomfield 190:	5%	\$35,923	\$6,065	\$29,858
Bloomfield Timberbrook West:	2%	\$17,962	\$3,032	\$14,929
Petrus Tradition:	24%	\$180,356	\$30,449	\$149,907
Bloomfield Constellation:	21%	\$156,623	\$26,426	\$130,098
Total:	100%	\$745,585	\$125,876	\$619,708

Sewer Segment CP3-CP4				
Sewer Segment CP4-CP5				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$504,400	\$60,528
Engineering Review & Inspection Fee	4%	%	\$504,400	\$17,678
Easement Acquisition (20' Wide)	1.48	AC	\$50,000	\$74,064
Phase 1 Soft Costs - Total	1.56	AC	\$50,000	\$148,654
Phase 1 Soft Costs - Total				\$171,735
			Total:	\$880,342
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	100%	\$880,342	\$171,735	\$708,607
Bloomfield Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$880,342	\$171,735	\$708,607

Sewer Segment CP2-CP6				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$562,900	\$67,548
Engineering Review & Inspection Fee	4%	%	\$562,900	\$19,702
Easement Acquisition (20' Wide)	2.07	AC	\$50,000	\$103,306
Phase 1 Soft Costs - Total				\$190,555
			Total:	\$853,568
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	20%	\$171,080	\$38,193	\$132,887
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	38%	\$325,379	\$72,639	\$252,739
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	42%	\$357,109	\$79,723	\$277,386
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$853,568	\$190,555	\$663,013

Sewer Segment CP3-CP7				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$308,600	\$37,032
Engineering Review & Inspection Fee	4%	%	\$308,600	\$10,801
Easement Acquisition (20' Wide)	0.64	AC	\$50,000	\$32,140
Phase 1 Soft Costs - Total				\$79,973
			Total:	\$441,008
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	21%	\$90,587	\$16,427	\$74,160
Range:	0%	\$0	\$0	\$0
Tally:	7%	\$31,590	\$5,729	\$25,861
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	13%	\$58,660	\$10,637	\$48,023
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	8%	\$33,657	\$6,103	\$27,554
Bloomfield Timberbrook West:	4%	\$16,829	\$3,052	\$13,777
Petrus Tradition:	14%	\$63,036	\$11,431	\$51,605
Bloomfield Constellation:	33%	\$146,650	\$26,594	\$120,057
Total:	100%	\$441,008	\$79,973	\$361,035

Sewer Segment CP7-CP8				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$642,200	\$77,064
Engineering Review & Inspection Fee	4%	%	\$642,200	\$22,477
Easement Acquisition (20' Wide)	1.38	AC	\$50,000	\$68,871
Phase 1 Soft Costs - Total				\$168,412
			Total:	\$919,929
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	22%	\$203,540	\$37,262	\$166,278
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	14%	\$131,804	\$24,129	\$107,675
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	8%	\$75,625	\$13,845	\$61,781
Bloomfield Timberbrook West:	4%	\$37,813	\$6,922	\$30,890
Petrus Tradition:	15%	\$141,636	\$25,929	\$115,706
Bloomfield Constellation:	36%	\$329,511	\$60,324	\$269,187
Total:	100%	\$919,929	\$168,412	\$751,518

Sewer Segment CP8-CP9				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	1.74	AC	\$50,000	\$87,236
Phase 1 Soft Costs - Total				\$211,949
			Total:	\$1,153,606
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	26%	\$301,693	\$55,429	\$246,264
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	17%	\$195,364	\$35,894	\$159,470
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	10%	\$112,094	\$20,595	\$91,499
Bloomfield Timberbrook West:	5%	\$56,047	\$10,297	\$45,750
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	42%	\$488,409	\$89,734	\$398,675
Total:	100%	\$1,153,606	\$211,949	\$941,657

Sewer Segment CP9-CP10				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	0.69	AC	\$50,000	\$34,435
Phase 1 Soft Costs - Total				\$159,148
			Total:	\$546,515
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	17%	\$95,547	\$27,824	\$67,723
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	20%	\$110,700	\$32,237	\$78,464
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	12%	\$63,517	\$18,496	\$45,020
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	51%	\$276,751	\$80,591	\$196,160
Total:	100%	\$546,515	\$159,148	\$387,367

Sewer Segment CP10-CP11				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	0.69	AC	\$50,000	\$34,435
Phase 1 Soft Costs - Total				\$159,148
			Total:	\$546,515
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	19%	\$104,957	\$30,564	\$74,393
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	12%	\$67,779	\$19,738	\$48,041
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	13%	\$69,772	\$20,318	\$49,454
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	56%	\$304,007	\$88,529	\$215,479
Total:	100%	\$546,515	\$159,148	\$387,367

Sewer Segment CP11-CP12				
Description	Qty	LF	Unit Price	Amount
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	1.01	AC	\$50,000	\$50,505
Phase 1 Soft Costs - Total				\$175,218
			Total:	\$634,922
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	26%	\$162,947	\$44,968	\$117,979
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	74%	\$471,975	\$130,250	\$341,725
Total:	100%	\$634,922	\$175,218	\$459,704

Sewer Segment CP6-CP14				
Sewer Segment CP4-CP13				
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	1.01	AC	\$50,000	\$50,505
Phase 1 Soft Costs - Total				\$175,218
			Total:	\$355,130
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	100%	\$355,130	\$152,261	\$202,869
Bloomfield Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$355,130	\$152,261	\$202,869

Sewer Segment CP11-CP15				
Engineering & Surveying	12%	%	\$804,600	\$96,552
Engineering Review & Inspection Fee	4%	%	\$804,600	\$28,161
Easement Acquisition (20' Wide)	0.55	AC	\$50,000	\$27,548
Phase 1 Soft Costs - Total				\$152,261
			Total:	\$355,130
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	100%	\$355,130	\$152,261	\$202,869
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$355,130	\$152,261	\$202,869

Payment may be made by check payable to City of Justin, Texas at the following address:

City of Justin, Texas
Attn: _____
415 N. College Avenue
Justin, TX 76247

Please include a copy of this letter with your payment.

Sincerely,

Name: _____

Title: _____

Exhibit G
FORM OF PHASE 2 COST NOTICE

NOTICE OF PHASE 2 COST NOTICE
UNDER THE WEST SIDE REGIONAL SANITARY SEWER AGREEMENT

[DATE]

VIA EMAIL AND _____

[INSERT ALL OWNER ADDRESS BLOCKS]

Re: Notice of Phase 2 Costs for Segment [_____] of the West Side Sewer System under the City of Justin West Side Regional Sanitary Sewer Agreement

To Whom it May Concern:

As required by Article III of the City of Justin West Side Regional Sanitary Sewer Agreement (the "Agreement"), effective _____, 2022, by and between the City of Justin, Texas (the "City") and the Owners (as defined therein), NOTICE IS HEREBY GIVEN of the following Phase 2 costs required to be paid to the City on or before thirty (30) days following receipt of this notice for deposit in the West Side Sewer System Construction Fund (as defined in the Agreement):

[SELECT APPLICABLE SEGMENT:]

Sewer Segment CP1-CP2				
Description	Qty	LF	Unit Price	Amount
36" Sanitary Sewer Main	5,750	LF	\$240	\$1,380,000
FM 156 Bore	150	LF	\$1,800	\$270,000
6' Dia. Manhole	17	EA	\$8,500	\$144,500
Manhole - Vacuum test	17	EA	\$300	\$5,100
Trench Safety	5,750	LF	\$1	\$5,750
Meter Station	1	EA	\$100,000	\$100,000
Phase 2 Hard Costs - Total				\$1,805,350
Maintenance, Payment, and Performance Bonds	3%	%	\$1,905,350	\$57,161
Geotechnical Testing	1%	%	\$1,905,350	\$19,054
Contingency	10%	%	\$2,408,895	\$240,890
Phase 2 Soft Costs - Total				\$317,104
Phase 2 Costs - Total				\$2,222,454
			Total:	\$2,649,785
Cost Allocations:		Total Costs	Phase 1	Phase 2
City:	18%	\$469,723	\$75,752	\$393,970
Range:	10%	\$276,319	\$44,401	\$230,919
Tally:	4%	\$111,451	\$17,974	\$93,477
Preserve:	4%	\$108,068	\$17,427	\$90,632
Bloomfield Timberbrook:	3%	\$77,184	\$12,448	\$64,737
Bloomfield Tradition North:	8%	\$206,956	\$33,376	\$173,580
Bloomfield 300:	4%	\$109,416	\$17,645	\$91,770
Bloomfield 190:	4%	\$118,745	\$19,150	\$99,595
Bloomfield Timberbrook West:	2%	\$59,373	\$9,575	\$49,798
Petrus Tradition:	22%	\$596,169	\$96,144	\$500,025
Bloomfield Constellation:	20%	\$517,390	\$83,440	\$433,951
Total:	100%	\$2,649,785	\$427,331	\$2,222,454

Sewer Segment CP2-CP3				
Description	Qty	LF	Unit Price	Amount
36" Sanitary Sewer Main	1,900	LF	\$240	\$456,000
6' Dia. Manhole	6	EA	\$8,500	\$51,000
Manhole - Vacuum test	6	EA	\$300	\$1,800
Trench Safety	1,900	LF	\$1	\$1,900
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$630,700
Maintenance, Payment, and Performance Bonds	3%	%	\$530,700	\$15,921
Geotechnical Testing	1%	%	\$530,700	\$5,307
Contingency	10%	%	\$677,804	\$67,780
Phase 2 Soft Costs - Total				\$89,008
Phase 2 Costs - Total				\$619,708
			Total:	\$745,585
Cost Allocations:	Total Costs	Phase 1	Phase 2	
City:	19% \$142,103	\$23,991	\$118,112	
Range:	11% \$83,291	\$14,062	\$69,229	
Tally:	5% \$33,717	\$5,692	\$28,024	
Preserve:	0% \$0	\$0	\$0	
Bloomfield Timberbrook:	0% \$0	\$0	\$0	
Bloomfield Tradition North:	8% \$62,609	\$10,570	\$52,039	
Bloomfield 300:	4% \$33,101	\$5,588	\$27,512	
Bloomfield 190:	5% \$35,923	\$6,065	\$29,858	
Bloomfield Timberbrook West:	2% \$17,962	\$3,032	\$14,929	
Petrus Tradition:	24% \$180,366	\$30,449	\$149,907	
Bloomfield Constellation:	21% \$156,523	\$26,426	\$130,098	
Total:	100% \$745,585	\$125,876	\$619,708	

Sewer Segment CP3-CP4				
Description	Qty	LF	Unit Price	Amount
21" Sanitary Sewer Main	2,900	LF	\$130	\$377,000
6' Dia. Manhole	9	EA	\$8,500	\$76,500
Manhole - Vacuum test	9	EA	\$300	\$2,700
Trench Safety	2,900	LF	\$1	\$2,900
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$479,100
Maintenance, Payment, and Performance Bonds	3%	%	\$479,100	\$14,373
Geotechnical Testing	1%	%	\$479,100	\$4,791
Contingency	10%	%	\$639,099	\$63,910
Phase 2 Soft Costs - Total				\$83,074
Phase 2 Costs - Total				\$562,174
			Total:	\$703,009
Cost Allocations:	Total Costs	Phase 1	Phase 2	
City:	0% \$0	\$0	\$0	
Range:	27% \$189,990	\$38,061	\$151,929	
Tally:	0% \$0	\$0	\$0	
Preserve:	0% \$0	\$0	\$0	
Bloomfield Timberbrook:	0% \$0	\$0	\$0	
Bloomfield Tradition North:	0% \$0	\$0	\$0	
Bloomfield 300:	0% \$0	\$0	\$0	
Bloomfield 190:	0% \$0	\$0	\$0	
Bloomfield Timberbrook West:	0% \$0	\$0	\$0	
Petrus Tradition:	73% \$613,019	\$102,774	\$410,245	
Bloomfield Constellation:	0% \$0	\$0	\$0	
Total:	100% \$703,009	\$140,835	\$562,174	

Sewer Segment CP4-CP6				
Description	Qty	LF	Unit Price	Amount
18" Sanitary Sewer Main	3,400	LF	\$115	\$391,000
6' Dia. Manhole	10	EA	\$8,500	\$85,000
Manhole - Vacuum test	10	EA	\$300	\$3,000
Trench Safety	3,400	LF	\$1	\$3,400
Meter Station	1	EA	\$20,000	\$20,000
Easement For Offsite Sanitary Sewer	102,000	SF	\$1	\$102,000
Phase 2 Hard Costs - Total				\$604,400
Maintenance, Payment, and Performance Bonds	3%	%	\$604,400	\$18,132
Geotechnical Testing	1%	%	\$604,400	\$6,044
Contingency	10%	%	\$800,311	\$80,031
Phase 2 Soft Costs - Total				\$104,207
Phase 2 Costs - Total				\$708,607
Total:				\$880,342
Cost Allocations:				
	Total Costs		Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	100%	\$880,342	\$171,735	\$708,607
Bloomfield Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$880,342	\$171,735	\$708,607

Sewer Segment CP2-CP6				
Description	Qty	LF	Unit Price	Amount
15" Sanitary Sewer Main	4,500	LF	\$100	\$450,000
5' Dia. Manhole	13	EA	\$6,500	\$84,500
Manhole - Vacuum test	13	EA	\$300	\$3,900
Trench Safety	4,500	LF	\$1	\$4,500
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$562,900
Maintenance, Payment, and Performance Bonds	3%	%	\$562,900	\$16,887
Geotechnical Testing	1%	%	\$562,900	\$5,629
Contingency	10%	%	\$775,971	\$77,597
Phase 2 Soft Costs - Total				\$100,113
Phase 2 Costs - Total				\$663,013
Total:				\$853,568
Cost Allocations:				
	Total Costs		Phase 1	Phase 2
City:	20%	\$171,080	\$38,193	\$132,887
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	38%	\$325,379	\$72,639	\$252,739
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	42%	\$357,109	\$79,723	\$277,386
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$853,568	\$190,555	\$663,013

Sewer Segment CP3-CP7				
Description	Qty	LF	Unit Price	Amount
27" Sanitary Sewer Main	1,400	LF	\$180	\$252,000
6' Dia. Manhole	4	EA	\$8,500	\$34,000
Manhole - Vacuum test	4	EA	\$300	\$1,200
Trench Safety	1,400	LF	\$1	\$1,400
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$308,600
Maintenance, Payment, and Performance Bonds	3%	%	\$308,600	\$9,258
Geotechnical Testing	1%	%	\$308,600	\$3,086
Contingency	10%	%	\$400,917	\$40,092
Phase 2 Soft Costs - Total				\$62,436
Phase 2 Costs - Total				\$361,036
Total:				\$441,008
Cost Allocations:	Total Costs	Phase 1	Phase 2	
City:	21% \$90,587	\$16,427	\$74,160	
Range:	0% \$0	\$0	\$0	
Tally:	7% \$31,690	\$5,729	\$25,861	
Preserve:	0% \$0	\$0	\$0	
Bloomfield Timberbrook:	0% \$0	\$0	\$0	
Bloomfield Tradition North:	13% \$68,660	\$10,637	\$48,023	
Bloomfield 300:	0% \$0	\$0	\$0	
Bloomfield 190:	8% \$33,657	\$6,103	\$27,554	
Bloomfield Timberbrook West:	4% \$16,829	\$3,052	\$13,777	
Petrus Tradition:	14% \$63,036	\$11,431	\$51,605	
Bloomfield Constellation:	33% \$146,660	\$26,594	\$120,057	
Total:	100% \$441,008	\$79,973	\$361,036	

Sewer Segment CP7-CP8				
Description	Qty	LF	Unit Price	Amount
27" Sanitary Sewer Main	3,000	LF	\$180	\$540,000
6' Dia. Manhole	9	EA	\$8,500	\$76,500
Manhole - Vacuum test	9	EA	\$300	\$2,700
Trench Safety	3,000	LF	\$1	\$3,000
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$642,200
Maintenance, Payment, and Performance Bonds	3%	%	\$642,200	\$19,266
Geotechnical Testing	1%	%	\$642,200	\$6,422
Contingency	10%	%	\$836,300	\$83,630
Phase 2 Soft Costs - Total				\$109,318
Phase 2 Costs - Total				\$751,518
Total:				\$919,929
Cost Allocations:	Total Costs	Phase 1	Phase 2	
City:	22% \$203,640	\$37,262	\$166,278	
Range:	0% \$0	\$0	\$0	
Tally:	0% \$0	\$0	\$0	
Preserve:	0% \$0	\$0	\$0	
Bloomfield Timberbrook:	0% \$0	\$0	\$0	
Bloomfield Tradition North:	14% \$131,804	\$24,129	\$107,675	
Bloomfield 300:	0% \$0	\$0	\$0	
Bloomfield 190:	8% \$75,626	\$13,845	\$61,781	
Bloomfield Timberbrook West:	4% \$37,813	\$6,922	\$30,890	
Petrus Tradition:	15% \$141,636	\$25,929	\$115,706	
Bloomfield Constellation:	36% \$329,611	\$60,324	\$269,187	
Total:	100% \$919,929	\$168,412	\$751,518	

Sewer Segment CP8-CP9				
Description	Qty	LF	Unit Price	Amount
27" Sanitary Sewer Main	3,800	LF	\$180	\$684,000
6' Dia. Manhole	11	EA	\$8,500	\$93,500
Manhole - Vacuum test	11	EA	\$300	\$3,300
Trench Safety	3,800	LF	\$1	\$3,800
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$804,600
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$1,048,733	\$104,873
Phase 2 Soft Costs - Total				\$137,057
Phase 2 Costs - Total				\$941,657
Cost Allocations:				Total: \$1,163,606
		Total Costs	Phase 1	Phase 2
City:	26%	\$301,693	\$55,429	\$246,264
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	17%	\$195,364	\$35,894	\$159,470
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	10%	\$112,094	\$20,595	\$91,499
Bloomfield Timberbrook West:	5%	\$66,047	\$10,297	\$45,750
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	42%	\$488,409	\$89,734	\$398,675
Total:	100%	\$1,163,606	\$211,949	\$941,657

Sewer Segment CP9-CP10				
Description	Qty	LF	Unit Price	Amount
24" Sanitary Sewer Main	1,500	LF	\$160	\$240,000
6' Dia. Manhole	5	EA	\$8,500	\$42,500
Manhole - Vacuum test	5	EA	\$300	\$1,500
Trench Safety	1,500	LF	\$1	\$1,500
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$305,500
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$496,832	\$49,683
Phase 2 Soft Costs - Total				\$81,867
Phase 2 Costs - Total				\$387,367
Cost Allocations:				Total: \$546,515
		Total Costs	Phase 1	Phase 2
City:	17%	\$95,547	\$27,824	\$67,723
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	20%	\$110,700	\$32,237	\$78,464
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	12%	\$63,517	\$18,496	\$45,020
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	51%	\$276,751	\$80,591	\$196,160
Total:	100%	\$546,515	\$159,148	\$387,367

Sewer Segment CP10-CP11				
Description	Qty	LF	Unit Price	Amount
24" Sanitary Sewer Main	1,500	LF	\$160	\$240,000
6' Dia. Manhole	5	EA	\$8,500	\$42,500
Manhole - Vacuum test	5	EA	\$300	\$1,500
Trench Safety	1,500	LF	\$1	\$1,500
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$305,500
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$496,832	\$49,683
Phase 2 Soft Costs - Total				\$81,867
Phase 2 Costs - Total				\$387,367
Total:				\$546,515
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	19%	\$104,957	\$30,564	\$74,393
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	12%	\$67,779	\$19,738	\$48,041
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	13%	\$69,772	\$20,318	\$49,454
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	56%	\$304,007	\$88,529	\$215,479
Total:	100%	\$546,515	\$169,148	\$387,367

Sewer Segment CP11-CP12				
Description	Qty	LF	Unit Price	Amount
21" Sanitary Sewer Main	2,200	LF	\$130	\$286,000
6' Dia. Manhole	7	EA	\$8,500	\$59,500
Manhole - Vacuum test	7	EA	\$300	\$2,100
Trench Safety	2,200	LF	\$1	\$2,200
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$369,800
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$577,202	\$57,720
Phase 2 Soft Costs - Total				\$89,904
Phase 2 Costs - Total				\$459,704
Total:				\$634,922
Cost Allocations:	Total Costs		Phase 1	Phase 2
City:	26%	\$162,947	\$44,968	\$117,979
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	74%	\$471,975	\$130,250	\$341,725
Total:	100%	\$634,922	\$175,218	\$459,704

Sewer Segment CP6-CP14				
Description	Qty	LF	Unit Price	Amount
12" Sanitary Sewer Main	3,000	LF	\$75	\$225,000
5' Dia. Manhole	9	EA	\$6,500	\$58,500
Manhole - Vacuum test	9	EA	\$300	\$2,700
Trench Safety	3,000	LF	\$1	\$3,000
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$309,200
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$534,968	\$53,497
Phase 2 Soft Costs - Total				\$86,681
Phase 2 Costs - Total				\$394,881
Cost Allocations:				Total: \$588,464
		Total Costs	Phase 1	Phase 2
City:	32%	\$190,603	\$62,702	\$127,902
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	68%	\$397,861	\$130,882	\$266,979
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$588,464	\$193,584	\$394,881

Sewer Segment CP4-CP13				
Description	Qty	LF	Unit Price	Amount
12" Sanitary Sewer Main	1,200	LF	\$75	\$90,000
5' Dia. Manhole	4	EA	\$6,500	\$26,000
Manhole - Vacuum test	4	EA	\$300	\$1,200
Trench Safety	1,200	LF	\$1	\$1,200
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$138,400
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$322,845	\$32,285
Phase 2 Soft Costs - Total				\$64,469
Phase 2 Costs - Total				\$202,869
Cost Allocations:				Total: \$365,130
		Total Costs	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	0%	\$0	\$0	\$0
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	100%	\$365,130	\$152,261	\$202,869
Bloomfield Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$365,130	\$152,261	\$202,869

Sewer Segment CP11-CP15				
Description	Qty	LF	Unit Price	Amount
12" Sanitary Sewer Main	1,200	LF	\$75	\$90,000
5' Dia. Manhole	4	EA	\$6,500	\$26,000
Manhole - Vacuum test	4	EA	\$300	\$1,200
Trench Safety	1,200	LF	\$1	\$1,200
Meter Station	1	EA	\$20,000	\$20,000
Phase 2 Hard Costs - Total				\$138,400
Maintenance, Payment, and Performance Bonds	3%	%	\$804,600	\$24,138
Geotechnical Testing	1%	%	\$804,600	\$8,046
Contingency	10%	%	\$322,845	\$32,285
Phase 2 Soft Costs - Total				\$64,469
Phase 2 Costs - Total				\$202,869
				Total: \$355,130
Cost Allocations:		Total Costs	Phase 1	Phase 2
City:	0%	\$0	\$0	\$0
Range:	0%	\$0	\$0	\$0
Tally:	0%	\$0	\$0	\$0
Preserve:	0%	\$0	\$0	\$0
Bloomfield Timberbrook:	0%	\$0	\$0	\$0
Bloomfield Tradition North:	0%	\$0	\$0	\$0
Bloomfield 300:	0%	\$0	\$0	\$0
Bloomfield 190:	100%	\$355,130	\$152,261	\$202,869
Bloomfield Timberbrook West:	0%	\$0	\$0	\$0
Petrus Tradition:	0%	\$0	\$0	\$0
Bloomfield Constellation:	0%	\$0	\$0	\$0
Total:	100%	\$355,130	\$152,261	\$202,869

Payment may be made by check payable to City of Justin, Texas at the following address:

City of Justin, Texas
Attn: _____
415 N. College Avenue
Justin, TX 76247

Please include a copy of this letter with your payment.

Sincerely,

Name: _____

Title: _____

Exhibit H
FORM OF ADDITIONAL COSTS NOTICE

ADDITIONAL COSTS NOTICE
UNDER THE WEST SIDE REGIONAL SANITARY SEWER AGREEMENT

[DATE]

VIA EMAIL AND _____

[INSERT ALL OWNER ADDRESS BLOCKS]

Re: Notice of Additional [Phase 1][Phase 2] Costs for Segment [_____] of the West Side Sewer System under the City of Justin West Side Regional Sanitary Sewer Agreement

To Whom it May Concern:

As required by Article III of the City of Justin West Side Regional Sanitary Sewer Agreement (the "Agreement"), effective _____, 2022, by and between the City of Justin, Texas (the "City") and the Owners (as defined therein), NOTICE IS HEREBY GIVEN of the following Additional [Phase 1][Phase 2] Costs for Segment [_____] required to be paid to the City on or before sixty (60) days following receipt of this notice for deposit in the West Side Sewer System Construction Fund (as defined in the Agreement):

Description of Cost	Original Budget	Change Order Amount	% of Original Budget	Contingency Applied	Total Additional Funds Cost
	\$ _____	\$ _____	____%	\$ _____	\$ _____

Party	% Participation	Amount Due
City	____%	\$ _____
Range	____%	\$ _____
Tally	____%	\$ _____
Preserve	____%	\$ _____
Bloomfield Timberbrook	____%	\$ _____
Bloomfield Tradition North	____%	\$ _____
Bloomfield 300	____%	\$ _____
Bloomfield 190	____%	\$ _____

Bloomfield Timberbrook West	___%	\$_____
Petrus Tradition	___%	\$_____
Bloomfield Constellation	___%	\$_____
Total	100%	\$_____

A copy of the change order is attached to this notice.

Payment may be made by check payable to **City of Justin, Texas** at the following address:

City of Justin, Texas
Attn: _____
415 N. College Avenue
Justin, TX 76247

Please include a copy of this letter with your payment.

Sincerely,

Name: _____

Title: _____

Exhibit I

Notice Addresses for All Parties

To the City:

Attn: Mayor
City of Justin, Texas
415 North College Ave.
Justin, Texas 76247
E-mail: awoodall@cityofjustin.com

With a copy to:

Attn: Matthew Boyle
Boyle Lowry
4201 Wingren, Suite 108
Irving, Texas 75062
E-mail: mcbgboyle@boyle-lowry.com

To the Owner

Petrus Tradition::

Attn: Brian Carlock
Petrus Investment, L.P.
c/o Hillwood Development Company, LLC
3000 Turtle Creek Blvd.
Dallas, TX 75219
E-mail: brian.carlock@hillwood.com

With a copy to:

Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Boulevard
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com

To the Owner

Range Creek::

Attn: Tommy Cansler
TCCI Range – Mead 2021 LLC
c/o TCCI Land Development
14675 Dallas Parkway, Suite 575
Dallas, Texas 75254
E-mail: 111tcci@att.net

With a copy to:

Attn: George Pack
TCCI Land Development
14675 Dallas Parkway, Suite 575
Dallas, Texas 75254
E-mail: george@tccitx.com

With a copy to:

Attn: Rich Alburque
TCCI Land Development
14675 Dallas Parkway, Suite 575
Dallas, Texas 75254
E-mail: rich@tccitx.com

To the Owner
Tally::

Attn: Curtis Tally
CNR Tally/Trail Creek Acres
Box 6
Justin, TX 76247
E-mail: curtistally@yahoo.com

To the Owner
Preserve::

Attn: Steve Fluker
Justin 197 Partners, LP
5055 Keller Springs Road, Suite 500
Addison, Texas 75001
E-mail: SteveF@trezcapital.com

With a copy to:

Attn: Troy Christensen
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
E-mail: troy.christensen@haynesboone.com

To the Owner
Bloomfield Timberbrook:

Attn: Don Dykstra
Justin Timberbrook, LLC
1050 E. Hwy 114, Ste 210
Southlake, TX 76092
E-mail: Don@bloomfieldhomes.net

With a copy to:

Attn: Drew Slone
500 Winstead Building, 2728 N. Harwood St.
Dallas, Texas 75201
E-mail: dslone@winstead.com

To the Owner
Bloomfield Tradition North::

Attn: Don Dykstra
BLOOMFIELD TRADITION NORTH
Bloomfield Homes, L.P.
1050 E. Hwy 114, Ste 210
Southlake, TX 76092
E-mail: Don@bloomfieldhomes.net

With a copy to:

Attn: Drew Slone
500 Winstead Building, 2728 N. Harwood St.
Dallas, Texas 75201
E-mail: dslone@winstead.com

To the Owner
Bloomfield 300::

Attn: Don Dykstra
BLOOMFIELD 300

Bloomfield Homes, L.P.
1050 E. Hwy 114, Ste 210
Southlake, TX 76092
E-mail: Don@bloomfieldhomes.net

With a copy to:

Attn: Drew Slone
500 Winstead Building, 2728 N. Harwood St.
Dallas, Texas 75201
E-mail: dslone@winstead.com

To the Owner
Bloomfield 190::

Attn: Don Dykstra
BLOOMFIELD 190
Bloomfield Homes, L.P.
1050 E. Hwy 114, Ste 210
Southlake, TX 76092
E-mail: Don@bloomfieldhomes.net

With a copy to:

Attn: Drew Slone
500 Winstead Building, 2728 N. Harwood St.
Dallas, Texas 75201
E-mail: dslone@winstead.com

To the Owner
Bloomfield Timberbrook West::

Attn: Don Dykstra
TIMBERBROOK WEST
Justin Timberbrook, LLC
1050 E. Hwy 114, Ste 210
Southlake, TX 76092
E-mail: Don@bloomfieldhomes.net

With a copy to:

Attn: Drew Slone
500 Winstead Building, 2728 N. Harwood St.
Dallas, Texas 75201
E-mail: dslone@winstead.com

To the Owner
Bloomfield Constellation::

Attn: Don Dykstra
Royal Crest Properties, LLC
1050 E. Hwy 114, Ste 210
Southlake, TX 76092
E-mail: Don@bloomfieldhomes.net

With a copy to:

Attn: Drew Slone
500 Winstead Building, 2728 N. Harwood St.
Dallas, Texas 75201
E-mail: dslone@winstead.com

Exhibit J

Form of Request for Distribution of Funds

REQUEST FOR DISTRIBUTION OF FUNDS CERTIFICATE

The undersigned is an agent for _____ (the "Constructing Party") submits this Request for Distribution of Funds Certificate and requests payment from the West Side Sewer System Construction Fund in the amount of _____ DOLLARS AND ____/____ (\$____.) for [Phase 1 costs][Phase 2 costs] related to design, engineering and construction of [Segment ____] of the West Side Sewer System as defined and described in that certain City of Justin West Side Regional Sanitary Sewer Agreement between the City of Justin, Texas (the "City") and the Owner (as defined therein), effective as of _____, 2022 (the "West Side Sewer Agreement"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the West Side Sewer Agreement.

In connection with the above referenced payment, the undersigned Constructing Party represents and warrants to the City and Non-Constructing Owners as follows:

1. The undersigned is a duly authorized officer of the Constructing Party, is qualified to execute this Request for Distribution of Funds Certificate on behalf of the Constructing Party and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced [Phase 1 costs][Phase 2 costs] relating to [Segment ____] of the West Side Sewer System has not been the subject of any prior payment request for distribution of funds submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amounts listed for the [Phase 1 costs][Phase 2 costs] relating to [Segment ____] of the West Side Sewer System below are true and accurate representations of the actual costs associated with the design, engineering and construction of said segment, and such costs are in compliance with the West Side Sewer Agreement, including specifically Exhibit B thereto.
4. The Constructing Party is in material compliance with the terms and provisions of the West Side Sewer Agreement.
5. The work with respect to the [Phase 1 costs][Phase 2 costs] relating to [Segment ____] of the West Side Sewer System has been completed, and the City has inspected such work.
6. The Constructing Party agrees to cooperate with the City and other Non-Constructing Parties in conducting the review of this Request for Distribution of Funds Certificate and agrees to provide additional information and documentation as is reasonably necessary for the City and other Non-Constructing Parties to complete said review.

7. The Constructing Party has provided a copy of this Request for Disbursement of Funds Certificate to all Non-Constructing Parties as required by the West Side Sewer Agreement.

8. [No more than ninety-five percent (95%) of the budgeted or contracted Phase 2 hard costs for [Segment ____] of the West Side Sewer System may be paid until the work with respect to such Segment has been completed and the City has accepted such Segment. One hundred percent (100%) of Phase 1 and Phase 2 soft costs (e.g., engineering costs, inspection fees, and the like) may be paid prior to City acceptance of such Segment.]

Description of Costs:	Costs to be Reimbursed:

Payee Information:

[CONSTRUCTING PARTY INFORMATION]

[INSERT WIRE INFORMATION]

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the West Side Sewer Agreement, after receiving this Request for Distribution of Funds Certificate, the City has inspected the applicable segment of the West Side Sewer System and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

[Remainder of page left blank intentionally. Execution pages follow.]

I hereby submit this Request for Disbursement of Funds Certificate on _____,
20____, and declare that the above representations and warranties are true and correct.

[CONSTRUCTING PARTY]

a _____

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Request for Disbursement of Funds Certificate, acknowledges the Request for Disbursement of Funds Certificate, acknowledges that the work relating to the segment of the West Side Sewer System covered by the certificate has been inspected by the City, and otherwise finds the Request for Disbursement of Funds Certificate to be in order. After reviewing the Request for Disbursement of Funds Certificate, the City approves the Request for Disbursement of Funds Certificate and shall direct payment from the West Side Sewer System Construction Fund to the Constructing Party or to any person designated by the Constructing Party.

CITY OF JUSTIN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____