STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

DEVELOPER PARTICIPATION AGREEMENT

This Developer Participation Agreement ("Agreement") is made and entered into as of the Effective Date (as defined in Section 2) by and between the City of Forney, Texas, a home-rule municipal corporation in the State of Texas (the "City"), and Park Trail Ltd., a Texas limited partnership (the "Developer").

RECITALS:

WHEREAS, Developer is the owner of certain real property located in the City and adjacent to Ranch Road to be developed as Park Trails, Phases 5, the remaining phase in a residential subdivision, being described in ***Exhibit A*** attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, Developer intends to develop the Property for single-family residential use (the "Development"); and

WHEREAS, as part of the Development, Developer will be constructing and relocating certain public water improvements; and

WHEREAS, the City desires that additional improvements be constructed by the Developer including the upsizing of an existing waterline as described in ***Exhibit B*** attached hereto and incorporated herein (the "Utility Improvements"), and the City desires to participate in the cost of such Utility Improvements as set forth herein; and

WHEREAS, the City is authorized to enter this Agreement by Subchapter C of Chapter 212 of the Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Developer agree as follows:

Section 1. **Incorporation of Recitals.** The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. **Term.** This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (the "Effective Date"). This Agreement shall remain in full force and effect from the Effective Date until the date that the City and the Developer have completed their respective obligations hereunder or the date this Agreement has been earlier terminated by the mutual agreement of the City and the Developer in writing or otherwise terminated as set forth in this Agreement (the "Term").

Section 3. **Utility Improvements.** The Utility Improvements, as described and defined in the Recitals above, shall be constructed by the Developer in accordance with the subject to the following:

A. Design; Construction; Reimbursement. Developer shall construct the Utility Improvements as described in this Agreement in accordance with and subject to (i) the zoning for the Property, (ii) all state and local ordinances, laws, statutes, standards, rules, regulations, codes, orders,

directives, permits, plans, or policies of the City of Forney, and (iii) all of the terms and conditions of this Agreement.

1. *Design.* The plans for the design and construction of the Utility Improvements (the "Plans") have been completed by a professional engineer licensed to provide its services in the State of Texas (the "Design Professional"), and the same have been submitted to and approved by the City in accordance with the City's normal and usual practices and processes for reviewing and approving design plans for a development. Approval of the Plans by the City does not constitute and is not a release of the responsibility and the liability of the Developer or the Design Professional for the accuracy and competency of the same, and such approval is not an assumption of or an indemnification for such responsibility or liability by the City for any defect, error or omission in the Plans, the responsibility and liability for the Plans being solely that of the Developer and the Design Professional.

2. *Construction.*

(a) Following the Effective Date, Developer shall promptly enter into a contract or contracts with a contractor or contractors (each, a "Contractor"), to construct the Utility Improvements (the "Utility Construction Contract" or "Contract"). The Contract (and any change orders thereto) shall be submitted to the City for its review, and upon execution, Developer shall provide the City with a true and correct copy of the Contract (and any change orders executed following such execution). In the event the City finds that the Contract amount (including any change orders thereto) is excessive, the City shall notify Developer and the Developer shall seek to reduce the cost of the Contract (and any change orders thereto) (the Contract amount is sometimes referred to hereinafter as the "Utility Construction Cost"). Upon entering into the Contract, the construction of the Utility Improvements shall be promptly commenced and thereafter diligently prosecuted to completion, but in any event not later than one (1) year following the Effective Date. All work on the Utility Improvements shall be performed in a good and workmanlike manner and in accordance with the Plans and all applicable laws, ordinances, rules, standards, regulations, and codes.

(b) Prior to any work on the Utility Improvements, Developer shall provide, or cause to be provided by Contractor, to the City surety bonds guaranteeing the faithful performance of the work and the payment of all obligations arising under the Contract (including, without limitation, the payment of all persons performing labor or providing materials under or in connection with the Contract), each in the penal sum of one hundred percent (100%) of the Contract sum. Developer shall pay or cause the Contractor or the subcontractor to pay the premiums for such bonds. Bonds shall be issued by a surety company satisfactory to the City, licensed by the State of Texas to act as a Surety, and listed on the current U.S. Treasury Listing of Approved Sureties. All bonds shall be made on a form complying with the requirements of the laws of the State of Texas and satisfactory to the City. Upon the final completion of the Utility Improvements and the acceptance thereof as set forth in Developer or the Contractor shall submit a surety bond guaranteeing workmanship and materials for a period of one-year from the date of final acceptance of the Utility Improvements by the City. Developer warrants and represents that it will repair or cause to be repaired any defects in the work herein contracted to be done and performed for a period of one (1) year from the date of the City's acceptance of all of the Utility Improvements. The Developer and the City of Forney, Texas shall be named as joint obligees on all of such bonds.

(c) To the extent any of the Utility Improvements are located within public right-of-way or property owned by the City, the City hereby grants to Developer a license to enter upon such public right-of-way or property for the sole and limited purpose of constructing the Utility Improvements. Developer shall coordinate with the City and utility providers to minimize the possibility of damage to utilities and any service disruption. Upon completion of the Utility Improvements, Developer shall ensure that the Utility Improvements and the property on which the Utility Improvements were constructed are free and clear of all liens and encumbrances, including mechanics liens and purchase money security interests, to

the extent arising by, through or under Developer, any Contractor, or any subcontractor or material suppliers.

(d) Developer shall timely pay the Contractor in accordance with the terms and conditions of the Contract. Developer shall ensure that all Utility Improvements are completed in a timely manner in accordance with the Utility Construction Contract. Developer shall thoroughly inspect the work of the Contractor to guard the City against defects and deficiencies in the Utility Improvements without assuming responsibility for the means and methods used by the Contractor.

(e) The City has the right to inspect, test, measure or verify the construction work on the Utility Improvements, as the City deems necessary.

(f) Developer shall keep the City Engineer informed regarding the progress of the Utility Improvements construction. Developer shall notify and provide documentation to the City Engineer for the following events: (i) award of the Contract (including copies of bonds and insurance), (ii) notice to proceed, (iii) default of the Contractor (if it occurs), and (iv) completion of the Utility Improvements and has issued a certificate of completion.

3. *Reimbursement.*

(a) Subject to all of the terms and conditions of this Agreement, the City shall reimburse Developer a portion of the Utility Construction Cost paid by Developer in an amount not to exceed $150,000 (the "Reimbursement Amount"), which amount is less than thirty percent (30%) of the total Contract price, except for those costs that are required by the City for the oversizing of improvements, which shall be reimbursed at one hundred percent (100%) of the total cost for the oversizing improvements. For purposes of this Agreement, the construction of a new 12" line from Longhorn to approximately STA 6+75 shall be considered oversized improvements.

(b) Payment of the Reimbursement Amount shall be made in accordance with and is subject to the following:

(i) During the course of construction of the Utility Improvement, it is anticipated that the Contractor will, as portions of the work on the Utility Improvement are completed, submit to Developer a request for a progress payment or an invoice (each being a "Contractor Invoice") for the applicable portion of the work completed (the "Applicable Completed Portion"). Following its receipt of a Contractor Invoice, Developer shall submit to the City:

(A) A true and correct copy of the Contractor Invoice (together with all attachments, documents, and materials applicable thereto and such other information as the City may request in connection therewith), and

(B) An invoice for that portion of the Reimbursement Amount applicable to the Contractor Invoice (which shall not exceed thirty percent (30%) of the net amount of the Contractor Invoice (the amount of the Contractor Invoice actually paid by Developer to the Contractor, e.g., the amount of the Contractor Invoice less any retainage withheld by Developer), and shall show the total Contract price paid to the Contractor (the "Reimbursement Invoice"). The limiting variable of thirty percent shall not be applicable to any reimbursement to Developer for the oversizing of improvements that are required by the City, which reimbursement may not exceed one hundred percent (100%) of the total cost for the oversizing improvements. Each Reimbursement Invoice shall be accompanied by:

(1) A certification from Developer that the Applicable Completed Portion for which a disbursement has been requested has been:

(y) completed in accordance with the Utility Construction Contract and with all laws, ordinances, standards, codes, rules and regulations of the United States, the State of Texas, the City, and any other governmental entity having jurisdiction (including, without limitation, the standards of the Americans with Disabilities Act of 1990), and with this Agreement, and

(z) paid for by Developer in accordance with the Utility Construction Contract, and

(2) Duly executed partial lien waivers from any Contractor (and subcontractors and material suppliers) establishing payment or satisfaction of payment to the same with respect to the Applicable Completed Portion.

(ii) The Reimbursement Invoice shall also be accompanied by a copy of the Contractor's certificate of payment to subcontractors and material suppliers for work completed through the Applicable Completed Portion, and by a certificate (sealed by the Design Professional) from the Design Professional that the Applicable Completed Portion has been completed in accordance with the Utility Construction Contract.

(iii) Within thirty (30) days after the City's receipt of (a) a Reimbursement Invoice, (b) Developer's certification that the Applicable Completed Portion has been completed as set forth above, and (c) other items which are to accompany the Reimbursement Invoice as set forth herein, and provided Developer is not then in default of this Agreement beyond any applicable cure period, the City shall pay to Developer the amount of the applicable Reimbursement Invoice, less five percent (5%) of such amount (the "City Retainage") (provided however, in any event that the cumulative amounts of such payments shall not exceed the Reimbursement Amount).

(iv) Within thirty (30) days following the last of:

(A) the City's receipt from the Design Professional of the Design Professional's certification (sealed by the Design Professional) that the Utility Improvements have all been fully and finally completed in accordance with the Utility Construction Contract,

(B) the City's receipt of a written certification from Developer that the Utility Improvements have been finally completed in accordance with all laws, ordinances, standards, codes, rules and regulations of the United States, the State of Texas, the City, and any other governmental entity having jurisdiction (including, without limitation, the standards of the Americans with Disabilities Act of 1990), and with this Agreement,

(C) the City's receipt of a written certification from Developer that the final payment for the construction of the Utility Improvements has been made and accepted by the Contractor, and receipt of duly executed lien waivers from the Contractor (and subcontractors and material suppliers) establishing full and final payment or satisfaction of full and final payment to the same,

(D) the City's acceptance of the Utility Improvements as set forth herein,

the City shall pay to Developer the City Retainage, provided Developer is not then in default of this Agreement beyond any applicable cure period, and such payment is subject to all of the terms and conditions of this Agreement (including that the total payments by the City hereunder shall not exceed the Reimbursement Amount). Payment of the City Retainage shall constitute the last and final payment to be made by the City to Developer pursuant to this Agreement, and completion of all of the City's obligations hereunder.

B. Insurance.

1. At all times, Developer shall maintain minimum insurance coverages, described below. Developer may satisfy this requirement through insurance provided by its Contractor.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage with minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Builders Risk coverage as follows:

a. "All Risk" Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

b. The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City responsible for materials. The deductible shall not exceed $5,000.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to Developer and the City prior to the commencement of any work on the Utility Improvements (or within 15 days after the date of this Agreement if construction has already commenced), and shall contain a provision that sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Upon request, Developer shall furnish the City of Forney with certified copies of all insurance policies.

2. Developer shall require its construction contractor(s) to continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Developer does not comply with this requirement, the City Manager or his designee may

(a) immediately suspend Developer from any further performance under this Agreement and begin procedures to terminate for default, or

(b) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Developer under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

C. **INDEMNITY OWED BY DEVELOPER.**

1. Developer covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the City of Forney, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Forney, Texas, individually or collectively, in both their official and private capacities (the City of Forney, Texas, and such elected officials, and officers, employees, representatives, and volunteers of the City of Forney, Texas each being a "Forney Person" and collectively the "Forney Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon any Forney Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (1) the services and work to be provided by Developer under or in connection with this Agreement; (2) representations or warranties by Developer under this Agreement; and/or (3) any other act or omission under or in performance of this Agreement by Developer, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, or concessionaire of Developer, or any other person or entity for whom Developer is legally responsible, and their respective owners, officers, managers, employees, directors, agents, and representatives. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, EXCLUDING, HOWEVER THE GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, OF ANY FORNEY PERSON.

2. Developer shall promptly advise the City in writing of any claim or demand against any Forney Person or Developer related to or arising out of Developer's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Developer's sole cost and expense. The Forney Persons shall have the right, at the Forney Persons' option and at own expense, to participate in such defense without relieving Developer of any of its obligations hereunder.

3. The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Agreement, shall survive the termination or expiration of this Agreement.

Section 4. Termination.

A. Either party (the "non-defaulting party") may terminate this Agreement in the event of default of this Agreement by the other party (the "defaulting party") and a failure by the defaulting party to cure such default within the cure period provided below after receiving notice thereof from the non-defaulting party. Default shall occur if a party fails to observe or perform any of its duties under this Agreement. Should such a default occur, the non-defaulting party shall deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such date may not be sooner than the 20th day following receipt of the notice; but if the default cannot with diligence be cured within the said 20 day period, if within such 20 day period the defaulting party provides the non-

defaulting party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter prosecutes the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity, not to exceed 40 days following the occurrence of the default. The non-defaulting party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the defaulting party cures such default to the non-defaulting party's satisfaction, the proposed termination shall be ineffective. If the defaulting party fails to cure such default prior to the proposed date of termination, the non-defaulting party may terminate this Agreement, and the obligations of the parties hereunder shall end. The City Engineer may give such notice on behalf of the City for purposes of this Agreement.

B. In addition to the provisions of subsection A. of this Section 4, the City may terminate this Agreement without notice or any opportunity to cure for any of the following reasons:

1. Insolvency of, the making of a transfer in fraud of creditors by, or the making of an assignment for the benefit of creditors by, the Developer.

2. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by the Developer, or adjudication as a bankrupt or insolvent in proceedings filed against the Developer.

3. Appointment of a receiver or trustee for all or substantially all of the assets of the Developer.

C. In the event this Agreement is terminated due to default of the Developer or for any of the reasons set forth in subsection B. of this Section, the City reserves the right to continue the Agreement and utilize any unexpended funds for this Agreement to reimburse the Contractor. In such event, Developer shall have no claim for any other funds of the City.

Section 5. Miscellaneous.

A. In connection with this Agreement and the matter set forth herein, all of Developer's books and other records related to the Utility Improvements shall be available for inspection by the City at Developer's office. The City further has the right to conduct inspections of all places where work is undertaken in connection with this Agreement.

B. Developer is an independent contractor, and Developer shall accomplish all of its obligations and services provided for herein in such capacity, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, joint enterprise, or employment between the parties; provided always however that the obligations and services of Developer hereunder shall be provided in a manner consistent with all applicable standards and regulations governing the same. The City shall have no control or supervisory powers as to the detailed manner or method of Developer's performance of the subject matter of this Agreement. All officers, employees, personnel, contractors, subcontractors, agents, and representatives supplied or used by Developer shall be deemed employees or subcontractors of Developer and shall not be considered employees, agents or subcontractors of the City for any purpose whatsoever. Developer shall be solely responsible for the compensation of all such persons, for the withholding of income, social security and other payroll taxes and for the coverage of all workers' compensation benefits.

C. Neither party shall have the authority to or shall assign, convey, pledge, or otherwise transfer in any manner this Agreement, or any of the privileges, rights, or duties set forth herein, to any other person or entity, without the express prior written approval and consent of the other party. Any assignment, conveyance, pledge, or other transfer in violation of this provision shall be null and void ab initio and cause for immediate termination (no period of cure) by the other party.

D. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

E. Except as otherwise provided for in this Agreement, all obligations and responsibilities arising prior to the expiration or termination of this Agreement allocating responsibility or liability of or between the parties shall survive the completion or termination of this Agreement, and any rights and remedies either party may have with respect to the other arising out of the performance during the term of this Agreement shall survive the cancellation, expiration, or termination of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by a party shall not preclude or waive its right to use any or all other rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the parties or either of them may have in law, in equity, or otherwise.

F. The failure of either party to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.

G. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

H. All exhibits referenced in this Agreement are incorporated herein and made a part hereof for all purposes.

I. Any notice and/or statement required and permitted to be delivered shall be deemed delivered upon receipt after depositing same in the United States mail, certified mail with return receipt requested, postage prepaid, or the business day following delivery to a nationally recognized overnight courier, addressed to the appropriate party at the following addresses, for next business day delivery, or at such other addresses provided by the parties by notice under this subsection:

<u>To City:</u>

P.O. Box 826
101 E. Main Street
Forney, Texas 75126
Attn: City Manager
Email: cdaniels@forneytx.gov

And

P.O. Box 826
101 E. Main Street
Forney, Texas 75126
Attn: City Attorney
Email: jsmith@forneytx.gov

<u>To Developer:</u>

Park Trail, Ltd.
10950 Research Road
Frisco, Texas 75033
Attn: Dean Dumke
Email: ddumke@txlandresources.com

J. The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in state courts located in Kaufman County, Texas.

K. This Agreement supersedes all previous agreements regarding the matters set forth herein, and constitutes the entire understanding of the parties. Developer shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

L. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the parties shall seek to negotiate a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

M. This Agreement and all of its terms and conditions are subject to applicable laws, ordinances, rules, regulations, and codes, including, without limitation, the City Charter of the City of Forney, Texas.

N. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

O. This Agreement shall be effective upon the date of the last of the City and Developer to sign below, as reflected by the date of signing.

P. Boycott of Israel – The Developer represents, to the current actual knowledge of the individual signing this Agreement on behalf of the Developer as set forth on the signature page hereto (the "Developer's Officer"), in such Developer's Officer's representative capacity on behalf of the Developer, that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable federal law, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer, as of the date of this Agreement, (i) boycotts Israel; or (ii) will boycott Israel during the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Q. Iran, Sudan and Foreign Organizations – Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Developer represents, to the current actual knowledge of the Developer's Officer, in his or her representative capacity on behalf of the Developer, that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes

of compliance with Subchapter F of Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

R. 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 Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

IN WITNESS WHEREOF, the City and Developer have executed this Agreement.

CITY OF FORNEY, TEXAS

_____
Charles W. Daniels, City Manager

Date: _____

ATTEST:

_____
Laura J. Calcote, Interim City Secretary

PARK TRAIL LTD.,
a Texas limited partnership

By: GP Park Trail, Inc.,
a Texas corporation,
General Partner

_____
Craig Curry, Vice President

Date: _____

Exhibit A
The Property

Exhibit B
Utility Improvements