

AGREEMENT BY AND BETWEEN  
CITY OF WESTON AND D.R. HORTON-TEXAS, LTD.

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This Agreement is executed as of the \_\_\_ day of June, 2018, by and between the City of Weston, Texas (the "City") and D.R. Horton-Texas, Ltd. ("Developer").

RECITALS

1. The Developer is the prospective purchaser of approximately 1640 acres of land within and adjacent to the City that the Developer plans to develop for residential and other associated uses (the "Project"). The location of the Project is shown on a site plan which is attached hereto marked "Exhibit "A" and made a part hereof by reference.
2. The Developer desires to amend the Development Agreement by and among the City, Honey Creek Partners, LP, and Westin Land, Ltd. and negotiate water supply and sanitary sewer disposal agreements for the Project.
3. The Developer recognizes that the City has limited financial resources to expend for legal and technical consultants and without the financial assistance from the Developer, the City may be unable to expeditiously process and possibly assist the Developer with the proposed Project.
4. As a result and in consideration of the foregoing, the Developer desires to pay for the City's legal and technical consultant fees that are directly or indirectly associated with the Project.
5. The approval of this Agreement does not, however, constitute approval, tacit or otherwise, of any proposal that the City Council deems to be not in the best interests of the City.

AGREEMENT

1. That the Recitals set forth above are hereby incorporated into the body of this Agreement as if copied verbatim in this Section 1 hereof.
2. In consideration of the foregoing, the Developer hereby agrees to pay for any and all City-incurred legal and technical consultant fees, including, but not limited to, legal, engineering, permitting and surveying fees expended by the City that are directly associated with the Project in an amount not to exceed \$50,000.00. In the event such fees exceed \$50,000.00, the City and Developer may amend this Agreement to provide for the payment of the additional costs by Developer. Developer hereby agrees to deposit \$25,000.00 with the City for payment of the

fees outlined in this Section 2 (the "Developer Deposit"). At such time as the balance of the Developer Deposit is equal to or less than \$5,000.00, Developer agrees to advance an additional \$20,000.00 or such other amount to the City in order to maintain a minimum balance of \$25,000.00 at all times.

The Developer and City will agree to amounts and/or percentages of participation on items, fees and expenditures that are indirectly associated with the Project by independent letter agreement or other means mutually acceptable to both parties on a case by case basis. The Developer shall have the right to request copies of all invoices paid by the City relating to the Project.

3. The City shall have sole discretion to select and employ the number of legal and technical consultants it deems necessary. The City shall act in good faith in its selection of consultants and shall not incur costs unnecessarily or arbitrarily.
4. The City agrees to cooperate with Developer where Developer seeks restitution or initiates legal action against consultants retained associated with this Agreement for negligence, errors, omissions, or other wrong-doing.
5. The City may deduct from the Developer Deposit any legal and technical consulting fees incurred to date by the City for work related to the Project.
6. Notwithstanding anything to the contrary contained herein, Developer acknowledges that the City Attorney shall exclusively represent the legal interests of the City of Weston, Texas and that no attorney client privilege between the Developer and the offices of the City Attorney, or any of its attorneys, shall be established by virtue of this Agreement. The City shall direct its City Attorney and all other legal counsel retained not to release any data or information provided by Developer to a third party, unless either Developer provides written consent for such release or the City is otherwise directed to release the information by the Office of the Texas Attorney General ("OAG"). In addition, absent Developer authorization for the release of Developer data and information, the City shall direct the City Attorney to diligently seek approval of the OAG to withhold proprietary and confidential information subject to a request for public information pursuant to Chapter 552 of the Texas Government Code.
7. The provisions of the Agreement shall not be binding until executed first by the Developer and then by the City.
8. The agreements of the parties as outlined herein are subject to the parties having the necessary authority, securing all necessary approvals under all applicable laws.
9. All notices, demands, requests or replies provided for or permitted by either party must be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service; (3) by prepaid telegram; or (4) by deposit with an overnight express delivery service.

Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. All such communications must only be made to the following:

If to City:

City of Weston  
Attn: Mayor Harrington  
301 Main Street  
Weston, TX 75097  
(972) 382-1001

If to Developer:

D.R. Horton-Texas, Ltd.  
Attn: David Booth  
4306 Miller Road, Ste. A  
Rowlett, TX 75088  
(214) 607-4244

Change of address must be made by sending notice as set out above.

10. If any term or provision of this Agreement or the application hereof to any person or circumstance is, to any extent, unenforceable, invalid or illegal under present or future law, then the remainder of this Agreement, or the application of said term or provision to persons or circumstances other than those as to which it is held invalid, unenforceable or illegal, will not be affected thereby, and to the extent that any term or provision is held unenforceable, invalid or illegal in its application to persons or circumstances, a term or provision as similar in nature to said invalid, unenforceable or illegal term or provision as may be possible and be legal, valid and enforceable will be added to this Agreement automatically.
11. The Agreement may only be amended, altered or revoked by written instrument signed by the Developer and the City.
12. The Agreement shall be binding upon all successors and assigns of Developer.
13. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Collin County, Texas.

DB

Executed in Duplicate originals and effective as of the date set forth above.

Attest:

City of Weston, Texas

*Susan M Coffey*  
\_\_\_\_\_  
City Secretary



*Patti Harrington*  
\_\_\_\_\_  
Patti Harrington, Mayor

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on July 12, 2018 by Patti Harrington, Mayor of the City of Weston, a Texas municipal corporation, on behalf of said corporation.

*Susan M Coffey*  
\_\_\_\_\_  
Notary Public, State of Texas



Printed Name: SUSAN M COFFER  
Expiration Date: 11/3/21

