

DEVELOPER AGREEMENT
FOR MUNICIPAL INFRASTRUCTURE COSTS

The parties to this agreement for municipal infrastructure costs (“Agreement”) are the City of North Richland Hills (“City”) and Britton New (“Developer”). This Agreement is to document the obligation of Developer to pay the City’s cost of constructing certain municipal infrastructure improvements determined pursuant to section 212.904 of the Texas Local Government Code to be roughly proportionate to the development of the property owned by Developer, which is described as Creekside Estates; Block 2, Lots 7 & 8), North Richland Hills, Tarrant County, Texas (“Property”), and to document the nature and extent of the improvements to be constructed.

WITNESSETH

1. Developer has agreed to pay the amount of \$30,006.81 (“Infrastructure Cost”) to the City, within 30 days before the commencing of construction of the improvements described in paragraph 3 below.
2. Developer acknowledges and agrees:
 - (a) that the Infrastructure Cost is the amount correctly determined to be roughly proportionate to the proposed development of the Property;
 - (b) that this Agreement constitutes a contract as referenced in section 53.254 of the Texas Property Code;
 - (c) that this Agreement is executed before any material is furnished or labor is performed regarding the construction of the improvements described herein;
 - (d) that this Agreement must be executed by Britton New as Developer to be enforceable;
 - (e) that this Agreement inures to the benefit of all persons who labor or furnish material for the City;
 - (f) that this Agreement shall be filed by the City in the Tarrant County Deed Records to evidence Developer’s waiver of any and all homestead rights Developer may have in the Property to the extent and amount of Developer’s obligations evidenced by this Agreement;
 - (g) that an Affidavit for Lien may be filed by the City in the Tarrant County Deed Records to further secure Developer’s obligations evidenced by this Agreement.

3. The public infrastructure improvements to be constructed adjacent to the Property pursuant to this Agreement are as follows:
 - Approximately 405 linear foot of 6" sanitary sewer lines
 - 3 sanitary sewer service lines
 - 1 sanitary sewer manhole
4. Upon the City's receipt of the Infrastructure Cost and any interest due and owing under this Agreement, Developer shall be entitled to a release from the lien, Deed of Trust and Affidavit for Lien.
6. DEVELOPER AND TRUST, BY EXECUTING THIS AGREEMENT, FORMALLY WAIVE ANY AND ALL NOTICES OF LIEN REQUIRED TO BE GIVEN BY APPLICABLE LAW.

Signed this the _____ day of _____, 2017.

CITY OF NORTH RICHLAND HILLS

By: _____
Mark Hindman, City Manager

City's Mailing Address:
4301 City Point Drive
P.O. Box 820609
North Richland Hills, Texas 76182

ATTEST:

City Secretary

DEVELOPER

Britton New

Date: 2/2/17

Developer's mailing address:

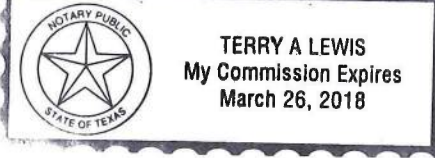
2525 Carnation Avenue
Fort Worth, Texas 76111

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

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This instrument was acknowledged before me on this date by Britton New, who acknowledged to me that he executed the same for the purposes and consideration herein expressed.

Terry A. Lewis
Notary Public, in and for the State of Texas

My commission expires: March 26, 2018