

**DEVELOPER AGREEMENT
FOR ENCLAVE AT HOMETOWN**

The parties to this agreement are the City of North Richland Hills ("City") and Enclave at Hometown, L.P. ("Developer"). This agreement is to document the responsibilities of the City and the Developer for installation of street lights in Enclave at Hometown.

WITNESSETH

1. Developer is responsible for the installation of street lights along Ice House Drive as part of its development.
2. Developer wishes to arrange for the installation of the lights through Oncor Electric Delivery using the City's rates. The current estimate for such lights, subject to change, is \$70,199.52.
3. City agrees to request Oncor to install the lights selected by Developer.
4. Developer agrees to pay City the amount billed to City by Oncor for such lights and their installation.

Signed this the 29 day of July, 2014.

CITY OF NORTH RICHLAND HILLS

By: Mark Hindman
Mark Hindman, City Manager

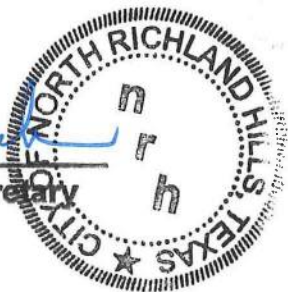
City's Mailing Address:
7301 N.E. Loop 820
P.O. Box 820609
North Richland Hills, Texas 76182
817 427 6000

APPROVED AS TO FORM AND LEGALITY:

George A. Staples
George A. Staples, Attorney

ATTEST:

Alicia Richardson
Alicia Richardson, City Secretary



DEVELOPER:
Enclave at Hometown, L.P.

by: 
Richard E. Simmons

Title: Managing member of the general partner

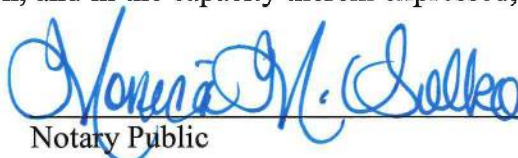
Developer's Mailing Address:
Enclave at Hometown, L.P.
3110 W. Southlake Blvd., Suite 120
Southlake, Texas 76092

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this date by Mark Hindman, City Manager of the City of North Richland Hills, Texas, who acknowledged to me that he executed the same for the purposes and consideration, and in the capacity therein expressed, as the act and deed of such municipality.

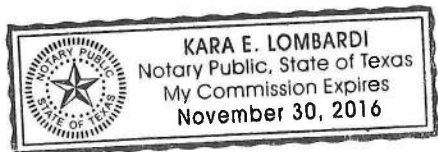



Notary Public

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this date by Richard E. Simmons who acknowledged to me that he executed the same for the purposes and consideration and capacity therein expressed, as the act and deed of Enclave at Hometown, L.P.




Notary Public