

PRE-DEVELOPMENT AND PROFESSIONAL SERVICES AGREEMENT

This Pre-development and Professional Services Agreement (this “Agreement”), effective as of the ____ day of September, 2024, (the “Effective Date”), is made and entered into by and between the Town of Cross Roads, Texas, a general law Town organized and operating pursuant to the laws of the State of Texas (the “Town”), and Denton Independent School District, a Texas public school district, the owner and developer of a certain tract of land located in the Town as herein described, herein collectively known as the “District”.

WHEREAS, the District owns approximately 143.18 acres of land in the Town that it desires to develop which is situated generally south of US 380 and east of Naylor Road and further shown and described in Exhibit “A” hereto (the “Property”); and

WHEREAS, the development of the Property will include significant infrastructure; and

WHEREAS, it is anticipated that the District, or a successor or assign, will make application for a proposed development that will require the dedication of significant Town resources; and

WHEREAS, the Town and District hereby recognize and agree that substantial professional services including, but not limited to, planning services, engineering services, financial services, and legal services (the “Professional Services”) will be needed to assess the Town’s infrastructure needs and demands, and assess financial issues that will be associated or with or necessitated by the possible development; and

WHEREAS, the District hereby agrees to pay for the Professional Services incurred by the Town related to the proposed development in an amount not to exceed \$115,000; and

WHEREAS, the Town Council of the Town, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the Town are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, (including the payment of the District to the Town of \$100.00 cash), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** That the representations, covenants, and recitations set forth in the foregoing recital and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this article.
2. **Exhibits.** All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit “A” – Development Area description.

3. Payment for Professional Services. The District shall pay all invoices from the Town for Professional Services relating to the Town’s review of the development and its impact on the Town’s financial structure, land development, subdivision and zoning plans, infrastructure, needs and demands, ordinance creation and revision, and other on and off-site matters necessitated by this proposed development.

- (a) The District agrees to remit to the Town the amount of \$100,000 to be held in escrow as down payment for the obligations contained herein. The District agrees that in the event this escrow amount is exhausted, then the District shall remit an additional escrow amount of not less than \$15,000.
- (b) The Town will invoice the District approximately every thirty (30) days with a detailed accounting of all professional services rendered in accordance with this Agreement. Such amounts shall be deducted from the amount held in escrow by the Town.
- (c) In the event the escrow is exhausted, upon receipt of said monthly invoice, the District shall pay the balance owed in full within fifteen (15) days in addition to the remittance of the additional escrow.

4. Current and Future Regulations. The District shall be subject to all ordinances of the Town, whether now or existing or future arising to the extent required by law or as otherwise provided by this Agreement. This Agreement shall confer no vested rights or development rights on the Development Area or to the District unless specifically enumerated herein or otherwise mandated by law. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Development Area.

5. Termination. This Agreement shall terminate by operation of these terms and conditions by December 31, 2025; provided, however, that all remaining invoices that are outstanding as of the date of termination shall be paid in full by the District. Notwithstanding the foregoing, either party may terminate this Agreement by providing 30 days written notice.

6. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein. Nothing in this Agreement shall prohibit either party from terminating this Agreement by providing thirty (30) days written notice to the other party.

7. Amendment. This Agreement may only be amended, altered or revoked by written instrument signed by the District and the Town.

8. Successors and Assigns. Neither Town nor District may assign or transfer their interest in the Agreement without prior written consent of the other party.

9. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

District:
Dr. Susannah Holbert-O'Bara, Superintendent
1307 N. Locust
Denton, Texas 76201
Email- sobara@dentonisd.org

with copies to:

Dr. Deron Robinson, General Counsel
1307 N. Locust
Denton, Texas 76201
Email- drobinson@dentonisd.org

Town:
Mayor T. Lynn Tompkins, Jr.
Town of Cross Roads
3201 US 380, Suite 105
Cross Roads, Texas 76227

with copies to:

Matthew C. G. Boyle
Boyle & Lowry, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062

10. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

11. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Denton County, Texas.

12. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

TOWN OF CROSS ROADS, TEXAS

By _____
T. Lynn Tompkins, Jr., Mayor

Attest:

APPROVED AS TO FORM

Donna Butler, Town Secretary

Matthew C. G. Boyle, Town Attorney

DENTON INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Susannah Holbert-O'Bara, Superintendent of Schools

Date: _____

Attest:

APPROVED AS TO FORM

Dr. Jeremy Thompson, Deputy Supt.

Dr. Deron Robinson, General Counsel

EXHIBIT "A"

1. Volunteer Enterprises Addition, Lot 3R2, Town of Cross Roads, Denton County, Texas comprised of 32.84 acres
2. Tract 73 of the M. Jones Survey, Abstract No. 662A, Town of Cross Roads, Denton County, Texas comprised of 15.29 acres
3. Tract 74 of the M. Jones Survey, Abstract No. 662A, Town of Cross Roads, Denton County, Texas comprised of 10.74 acres
4. Tract 75 of the M. Jones Survey, Abstract No. 662A, Town of Cross Roads, Denton County, Texas comprised of 4.96 acres
5. Tract 78 of the M. Jones Survey, Abstract No. 662A, Town of Cross Roads, Denton County, Texas comprised of 6.55 acres
6. Tract 78A of the M. Jones Survey, Abstract No. 662A, Town of Cross Roads, Denton County, Texas comprised of 3.27 acres
7. Tracts 78A and 79A of the M. Jones Survey, Abstract No. 662A, Town of Cross Roads, Denton County, Texas comprised of 11.46 acres
8. Tracts 81, 82, 83 & 88 of the M. Jones Survey, Abstract No. 662A, Town of Cross Roads, Denton County, Texas comprised of 49.4 acres
9. Tract 82B of the M. Jones Survey, Abstract No. 662A, Town of Cross Roads, Denton County, Texas comprised of 8.67 acres