

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A DEVELOPER’S AGREEMENT BETWEEN THE TOWN OF ADDISON AND COG DALLAS HOMES III, LLC FOR THE ADDISON RESERVE TOWNHOMES DEVELOPMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, COG Dallas Homes III, LLC (“Developer”) is the owner of that certain real property located in the Town of Addison, Texas (herein the “Town”) consisting of 1.804 acres of land being described as Tract 1 of A-Motel, an Addition to the Town, according to the plat thereof recorded in Volume 79219, Page 181, Deed Records, Dallas County, Texas (the “Property”); and

WHEREAS, Developer intends to construct a residential planned development on the Property consisting of thirty-one (31) townhomes and other public and private improvements in conformance with Town Ordinance O22-8, as approved and adopted by the City Council on March 8, 2022 (the “PD Ordinance”), and in conformance with this Agreement; and

WHEREAS, the PD Ordinance requires that the Developer and Town execute an agreement concerning the development of the Property and the future dedication of certain streets and other improvements for the benefit and use of the general public (the “Developer’s Agreement”), a copy of which is attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The City Council hereby approves the Developer’s Agreement between the Town of Addison and COG Dallas Homes III, LLC for the Addison Reserve Townhomes Development Project, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the same.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **28th** day of **FEBRUARY 2023**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

After Recording, Return to:
Office of City Secretary
Town of Addison, Texas
P.O. Box 9010
Addison, Texas 75001

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

DEVELOPER’S AGREEMENT

This Developer’s Agreement (“Agreement”) is made as of the Effective Date by and among the Town of Addison, a Texas home rule municipality (the “Town”) COG Dallas Homes III, LLC, a Texas limited liability company (the “Developer”), acting by and through their duly authorized representatives.

RECITALS:

WHEREAS, Developer is the owner of that certain real property located in Addison, Texas consisting of 1.804 acres of land being described as Tract 1 of A-Motel, an Addition to the Town of Addison, according to the plat thereof recorded in Volume 79219, Page 181, Deed Records, Dallas County, Texas, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Developer intends to construct a residential planned development on the Property consisting of thirty-one (31) townhomes and other public and private improvements in conformance with Town Ordinance O22-8 (Planning and Zoning Commission Case No. 1846-Z), as approved and adopted by the City Council on March 8, 2022 (the “PD Ordinance”), and in conformance with this Agreement; and

WHEREAS, in conformance with the PD Ordinance, Developer and Town desire to memorialize the understanding and agreements of the parties regarding the development of the Property and the future dedication of the Street Improvements (defined herein) for the benefit and use of the general public.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and for other valuable and good consideration, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed by the parties, the Town and Developer hereby agree as follows:

Article I
Term

The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of: (a) the date the Town has accepted the Street Improvements and filed an executed

release of this Agreement in the real property records of Dallas County, Texas; or (b) the date this Agreement is earlier terminated as expressly provided herein.

Article II Definitions

Wherever used in this Agreement and unless the context clearly indicates otherwise, the following terms shall have the following meanings:

“*Applicable Law*” shall mean all local, state, and federal laws, including the Town’s zoning ordinance, subdivision ordinance, and building codes, together with all other Town codes, ordinances, and regulations applicable to the subject matter of this Agreement.

“*Building Permit*” shall mean the required development rights granted by the Town to the Developer for the commencement of construction of the Improvements.

“*Certificate of Occupancy*” shall mean a certificate issued by the Building Official of the Town following application by the Developer and completion of final inspection by the Town for conformance with the Town’s Code of Ordinances, to include building regulations and the fire code, and the Development Plans for the Project.

“*City Manager*” shall mean the Town of Addison City Manager, or their designee.

“*Commencement of Construction*” shall mean: (i) Development Plans for Project have been prepared and approved by all governing authorities; (ii) all necessary Town approvals for the commencement of site work have been issued; and (iii) site preparation necessary for the construction of the Project, as applicable, has commenced.

“*Completion of Construction*” shall mean: (i) the Project has been substantially completed in accordance with the Development Plans; and (ii) the final inspections (as the term is generally used within the industry) have been performed and completed by Developer and Town; and (iii) a final certificate of occupancy has been issued for all thirty-one (31) townhomes. For the avoidance of doubt, Completion of Construction shall mean the Street Improvements have been completed in conformance with the Development Plans and the Town’s requirements for future dedication of the same in conformance with this Agreement.

“*Developer*” shall, as applicable herein, be interpreted to include the HOA, whether the context indicates inclusion of the HOA jointly or as successor in interest of Developer.

“*Development Plans*” means the completed plans and specifications for the construction of the Improvements (inclusive of any changes thereto) which have been approved by the Town, including without limitation, the regulations contained in the PD Ordinance, Ordinance O22-39, as approved and adopted by the City Council on October 11, 2022, and the Project Site Plan attached hereto and incorporated herein as **Exhibit B**.

“*Director*” shall mean the Town’s Director of Development Services, or their designee.

“*Effective Date*” shall mean the last date of execution of this Agreement.

“*Force Majeure*” shall mean any cause beyond the party’s respective control or because of applicable law, including, but not limited to, war, nuclear disaster, labor strikes, acts of God, fire, flood, riot, a government restriction, quarantine, or mandatory closure order enacted in response to a pandemic or other public health crises, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control (each an event of “*Force Majeure*”). The party asserting Force Majeure shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention and has the burden of demonstrating (i) how and why their performance was so prevented, (ii) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the party used reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

“*Future Street Access*” shall mean the creation of additional access to the Street Improvements in conformance with Section 3.3 of this Agreement by either (i) providing public access along the private street currently depicted on the Site Plans as “One Reserve Street” to the south in the event of future residential development providing public access to Beltway Drive, or (ii) providing public and/or private access to the private street currently depicted as “Three Reserve Street” on the Site Plan, which may include residential driveways and public and/or private streets.

“*HOA*” shall mean the property owners’ association anticipated to be created by Developer in connection with the Project.

“*Improvements*” means, in general, any and all buildings, structures, utility installations, paving, grading, landscaping and other improvements to the Property.

“*PD Ordinance*” shall have the meaning set forth in the recitals to this Agreement.

“*Property*” shall have the meaning set forth in the recitals to this Agreement.

“*Project*” shall mean the development of the Property for residential use in conformance with the Development Plans and Applicable Law, including, without limitation, thirty-one (31) townhome lots, open space, and common area lots, and the Street Improvements.

“*Site Improvements*” shall mean the clearing, grading, landscaping, and all other site work necessary to prepare the Property for construction of the buildings and other vertical structures for the Project in conformance with the Development Plans.

“*Street Improvements*” shall mean the private street and streetscape Improvements to be constructed in conformance with the Development Plans and as set forth herein.

“*Temporary Fencing*” shall mean the temporary fencing and access gates identified in the Site Plans to be constructed by Developer in conformance with the PD Ordinance.

Article III Developer Obligations

3.1 Issuance of Building Permit; Conditions Precedent. Except as otherwise provided in this Agreement or under Applicable Law, the Town shall not be obligated to issue a Building Permit for construction of any Project Improvements until the following conditions precedent to issuance have been satisfied by Developer:

- (a) Developer shall submit the final Development Plans to the Town and obtain written approval of the same from the Director.
- (b) Developer shall deliver to the Director written confirmation that the 24’ access and utility easement (as recorded in the Dallas County Real Property Records on February 1, 1993, Volume 93020, Page 3255) encumbering the eastern, southern, and western boundaries of the Property has been fully released and abandoned, and that title to the Street Improvements is free and clear of the same. It is the intent of the parties that the Street Improvements will be and remain free and clear of any encumbrance that would interfere with or prevent the dedication of any portion of the Street Improvements upon the Town’s request in conformance with this Agreement.
- (c) Developer shall ensure that no portion of the existing masonry wall along Beltway Drive (the “Existing Wall”) is materially altered or removed prior to issuance of all Building Permits necessary for the Site Improvements. Further, except for the removal of the portion of the Existing Wall that allows for the connection of One Reserve Street to Beltway Drive, in no event will any other portion(s) of the Existing Wall be removed until construction has begun on the townhomes immediately adjacent to the portion(s) of the Existing Wall to be removed. In the event the Existing Wall is damaged or destroyed due to unforeseen circumstances (such as a natural disaster or other casualty not within Developer’s control), Developer will promptly notify Town in writing and the parties will develop a plan to provide substantially equivalent screening until such time as all remaining Building Permits necessary for construction of the Project have been issued.

3.2 Street Improvements. The Street Improvements are to be designed, constructed, and installed by the Developer in strict conformance with Applicable Law, and as depicted in the Development Plans. Notwithstanding, Developer and/or the HOA (as applicable), shall be solely responsible for all costs and expenses for the construction, operation, and maintenance (subject to the following sentence) of the Street Improvements, together with all street signs and markings

located within the Property. Developer's maintenance obligations with respect to the Street Improvements will terminate if and when the same are dedicated to the Town, and the Town has inspected and accepted the same.

3.3 Dedication of the Street Improvements. It is the express intent of the parties that Town is herein granted the right, but not the obligation, to require Developer to dedicate to Town the one or more public rights-of-way for all or a portion of the Street Improvements during the term of this Agreement (the "Dedication Rights"). The Town may exercise its Dedication Rights at any time (i) in connection with the removal of the Temporary Fencing pursuant to Section 3.4, below, or (ii) to provide Future Street Access. To exercise its Dedication Rights, the Town shall provide written notice to Developer of its intent to exercise its Dedication Rights, including a general description of the Street Improvements, or portion(s) thereof, which the Town intends to acquire. Developer shall promptly respond to the Town's request and agrees that it will dedicate the portion of the Street Improvements identified in the Town's request by plat or separate recordable instrument in a form approved by the Town (as determined in the Town's sole discretion), which shall be recorded in the Dallas County Real Property Records. Unless otherwise agreed by the parties in writing, Developer shall deliver the recordable instrument within sixty (60) days from the date of Town's written notice. For the avoidance of doubt, Developer's removal of the Temporary Fencing in conformance with this Agreement (at Developer's sole cost) shall be a condition precedent to the Town's acceptance of any dedication of the Street Improvements. Further, neither Developer, or an affiliate thereof, shall have the right to dedicate any portion of the Street Improvements to public without the Town's written consent, which may be withheld for any or no reason in the Town's sole discretion.

3.4 Temporary Fencing: Removal.

- (a) The Town shall have the right to require the Temporary Fencing be removed, in whole or in part, at Developer's sole cost and expense at any time during the term of this Agreement by providing ninety (90) days written notice to Developer at any time during the term of this Agreement following Completion of Construction of the Project. In the event an HOA is created prior to removal of the Temporary Fencing and the HOA is conveyed or acquires any rights or obligations with respect to the maintenance of the Temporary Fencing, the Developer shall provide written evidence of the allocation of current funding to the HOA in an amount sufficient to maintain and remove the Temporary Fencing in its entirety for the anticipated duration of the HOA's responsibility for the same.
- (b) Notwithstanding any other provision to the contrary in this Agreement, Developer (or the HOA, if the obligation has been assigned pursuant to subsection (a) above) shall, at its sole cost and expense, cause all Temporary Fencing to be removed on or before the tenth (10th) anniversary of the date the initial final plat for this subdivision is filed in the Dallas County Real Property Records. Town may, but shall not be obligated to, enter into a written agreement with Developer (or the HOA, as applicable) for a mutually agreeable alternative to removal.
- (c) Prior to issuance of a Certificate of Occupancy for the townhomes, Developer

and/or the HOA shall install signage within the interior common areas of the Property in such locations as the Town determines reasonably sufficient to clearly notify all future residents of the future removal the Temporary Fencing contemplated in this Agreement. The design, quantity, and location of this signage shall be reasonably approved by the Director prior to posting. This signage shall remain in place and be maintained by the Developer and/or the HOA until the Temporary Fencing is removed in its entirety.

3.5 Additional Rights of Access Granted by Developer. Developer acknowledges and agrees that Future Street Access into the Project from adjacent properties may occur upon removal of the Temporary Fencing.

3.6 HOA Governing Documents. Upon creation of an HOA in connection with the Project, the covenants and obligations of Developer set forth in this Agreement shall become binding upon the HOA and shall be incorporated into the governing documents of the HOA. Further, the governing documents of the HOA shall not contain any provisions in conflict with this Agreement or the PD ordinance.

Article IV Indemnification

THE DEVELOPER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LAWSUITS AND JUDGMENTS, INCLUDING COURT COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES, AND ALL OTHER REASONABLE EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF THIS AGREEMENT BY THE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONTRACTORS, OR ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONTRACTORS, EXCLUDING ANY WILLFUL MISCONDUCT OR NEGLIGENT ACT OR OMISSION OF THE TOWN, ITS OFFICERS, AGENTS, EMPLOYEES AND THIRD PARTY REPRESENTATIVE (AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE TOWN AGREES TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING ANY DEFENSE, INCLUDING SPECIFICALLY ASSERTION OF GOVERNMENTAL IMMUNITY AND SOVEREIGN IMMUNITY TO THE FULLEST EXTENT UNDER APPLICABLE LAW. THE PROVISIONS OF THIS ARTICLE IV ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS AGREEMENT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NOTWITHSTANDING THE FOREGOING, DEVELOPER SHALL BE RELEASED UPON THE ASSIGNMENT OF THIS AGREEMENT TO ANY PERMITTED ASSIGNEE FOR CLAIMS ARISING SUBSEQUENT TO THE ASSIGNMENT TO SUCH ASSIGNEE, AND THE CITY SHALL SEEK INDEMNIFICATION UNDER THIS ARTICLE IV FROM SUCH ASSIGNEE. THIS ARTICLE IV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article V
Liability for Plan Approval

5.1 Approval of Development Plans. No approval of designs, plans, and specifications by the Town shall be construed as representing or implying that improvements built in accordance therewith shall be free of defects, and any such approvals shall in no event be construed as representing or guaranteeing any improvements built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the Town nor its elected officials, officers, employees, contractors, and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the Town for any defects in any plans or specifications submitted, revised, or approved, any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, any loss or damage arising from the noncompliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

5.2 Indemnity Against Design Defects. Approval by the Director or other Town employee, officer, or consultant of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineers, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the Town for any defect in the design and specifications prepared by the Developer's consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the Director or other Town employee, officer or consultant signifies the Town approval of only the general design concept of the improvements to be constructed. IN THIS CONNECTION, THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, AFTER THE WRITTEN APPROVAL AND ACCEPTANCE OF THE PUBLIC IMPROVEMENTS BY THE TOWN FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE ENGINEER DESIGNS AND SPECIFICATIONS TO THE EXTENT PREPARED OR CAUSED TO BE PREPARED BY DEVELOPER AND INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, AND THE DEVELOPER SHALL DEFEND AT THE DEVELOPER'S OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE TOWN, ITS OFFICERS, AGENTS, EMPLOYEES, OR ANY OF THEM, ON ACCOUNT THEREOF, TO PAY ALL REASONABLE EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, COLLECTIVELY OR INDIVIDUALLY, PERSONALLY OR IN THEIR OFFICIAL CAPACITY, IN CONNECTION HEREWITH. THE PROVISIONS OF THIS SECTION 5.2 ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS AGREEMENT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

Article VI

Termination

This Agreement may be terminated by mutual agreement by the parties and recorded in the Official Public Records of Dallas County, Texas.

Article VII Miscellaneous

7.1 Release. Upon the full and final satisfaction by the Developer of its obligations contained in Article III of this Agreement, the City Manager shall, within ten (10) business days following request by Developer, execute and record in the Official Public Records of Dallas County a release of the Developer from its obligations set forth herein.

7.2 Notice. Any notice or document required to be delivered or given hereunder in writing shall be delivered or given (i) in person, (ii) by United States mail, postage prepaid, registered or certified mail, return receipt requested, (iii) by UPS, FedEx or other nationally recognized carrier to be delivered on the next business day, or (iv) by email of a PDF copy of the same. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (a) when received if delivered or given in person, (b) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (c) on the next business day after the day the notice or document is provided to UPS, FedEx or other nationally recognized carrier to be delivered as set forth above, or (d) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient. Addresses for the delivery or giving of any such notice or documents are as set forth on the signature page to this Agreement.

7.3 Successors and Assigns. All obligations and covenants of the Developer under this Agreement shall be binding on the Developer, its successors and permitted assigns. The Developer may not assign this Agreement without the prior written consent of the City Manager, not to be unreasonably withheld, conditioned, or delayed.

7.4 Severability. 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.

7.5 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action concerning this Agreement shall be in State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

7.6 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

7.7 Recordation of Agreement. A copy of this Agreement shall be recorded in the Official Public Records of Dallas County, Texas.

7.8 Covenants Run with Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Developer and each and every subsequent owner of all or any portion of the Property (including any HOA) but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such entity and or individual's ownership) and shall be binding on all successors and assigns of the Developer which acquire any right, title, or interest in or to the Property, or any part thereof. Any entity or individual which acquires any right, title, or interest in or to the Property, or any part hereof, covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title, or interest in the Property.

7.9 Recitals: Exhibits. The recitals and exhibits to this Agreement are incorporated herein.

7.10 No Waiver. 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 provisions.

7.11 No Third-Party Beneficiaries. 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.

7.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.13 Further Acts. The Town and the Developer agree to execute such additional documents as may be reasonably requested by either party in order to implement the transactions reflected by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

SIGNED AND AGREED this ____ day of _____, 2023.

TOWN OF ADDISON, TEXAS

By: _____
David Gaines, City Manager

ATTEST

Irma Parker, City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt, City Attorney

Town Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2023,
by _____, City Manager, Town of Addison, Texas, a Texas home rule municipality, on
behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: _____

SIGNED AND AGREED this ____ day of _____, 2023.

COG Dallas Homes III, LLC, a Texas limited liability company

By: _____, its

By: _____

Name: _____

Title: _____

Developer Acknowledgment

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, _____ of COG Dallas Homes III, LLC, a Texas limited liability company, on behalf of said limited liability company

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

BEING Tract 1 of A-Motel, an Addition to the Town of Addison, according to the plat thereof recorded in Volume 79219, Page 181, Deed Records, Dallas County, Texas, same being that tract of land conveyed to Dillon Investments, LLC, a Texas limited liability company, by deed recorded in Instrument No. 201300008151, Official Public Records, Dallas County, Texas, and being described by metes and bounds:

BEGINNING at a "X" cut in concrete found for corner, said corner being in the South right-of-Way line of Beltway Drive (a 60 foot Right-of-Way), same being a Northwest corner of Lot 1, Block 1, of Midway Square Addition, an addition to the City of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 93252, Page 3095, Plat Records, Dallas County, Texas, from which a "X" found in concrete for reference bears North 66 degrees 10 minutes 278 seconds West, a distance of 0.35 feet;

THENCE South, along a West line of said Lot 1, a distance of 242.62 feet to a "X" cut in concrete found for corner;

THENCE West, along a North line of said Lot 1, passing at a distance of 338.75 feet to a 1/2 inch iron rod found for reference at a Northeast corner of Towne Lake, an addition to the City of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 97003, Page 1033, Plat Records, Dallas County, Texas, and continuing a total distance of 385.00 feet to an "X" cut set in concrete found for corner;

THENCE North, along an East line of said Towne Lake, a distance of 151.29 feet to an "X" cut in concrete set for corner, said corner being in the South Right-of-Way line of said Beltway Drive, being the beginning of a non-tangent curve turning to the left, with a radius of 1005.00 feet, a delta angle of 04 degrees 17 minutes 07 seconds, a chord bearing of North 74 degrees 38 minutes 33 seconds East, and a chord length of 75.15 feet;

THENCE along said curve to the left, along the South Right-of-Way line of said Beltway Drive, an arc length of 75.17 feet to a 5/8 iron rod found for corner;

THENCE North 72 degrees 30 minutes 00 seconds East, along the South Right-of-Way line of said Beltway Drive, a distance of 100.00 feet to a 5/8 inch iron rod found for corner, same being the beginning of a tangent curve turning to the right, with a radius of 945.00 feet, a delta angle of 13 degrees 26 minutes 04 seconds, a chord bearing of North 79 degrees 13 minutes 00 seconds East, and a chord length of 221.07 feet;

THENCE along said curve to the right, along the South Right-of-Way line of said Beltway Drive, an arc length of 221.58 feet to the POINT OF BEGINNING and containing 78,564 square feet or 1.80 acres of land.

EXHIBIT "A" TO DEVELOPER'S AGREEMENT

