

regular monthly water and wastewater bills to customers within the District and the District will have no liability for such charges.

**ARTICLE VIII.
PARKS AND RECREATIONAL FACILITIES AND OTHER COMMUNITY
AMENITIES**

Section 8.01 Park Plan. The Project will be developed as a master-planned community with parkland, open space, greenbelts, trails, and park improvements. The Developer will prepare a park facilities plan acceptable to the City ~~in its sole discretion~~ for the Project that will identify the Parks and Recreational Facilities that will be owned and operated by the District and the OA Amenities that will be owned and operated by the Owners Association. A copy of the plan will be provided to the Parks and Recreation Department Director at least 60 days before the Board meeting at which the District will consider approval of the plan. The Developer and the District agree that any design or construction plans related to the park and open space land within the Project will be subject to approval by the City.

Section 8.02 ADA Compliance. The Parks and Recreational Facilities for the Project will be designed to comply with the accessibility requirements of the Americans with Disabilities Act and will meet any applicable consumer product safety standards.

Section 8.03 Project Park Requirement. The Developer agrees to provide the park and open space land improvements and to make the fee-in-lieu payment described on the attached **Exhibit O** in satisfaction of all park and open space requirements for the Project. The foregoing notwithstanding, if any additional land is annexed to the District, then additional parkland dedication requirements will be applicable for that additional land.

Section 8.04 Ownership, Operation and Maintenance of Parks and Recreational Facilities. Except for property to be dedicated to the Owners Association or dedicated to or reserved for the City or another governmental entity under this Agreement, the Developer will dedicate all Parks and Recreational Facilities located within the Project to the District for ownership, operation, and maintenance. All pool facilities and amenity centers other than the Civic Reserve Community Center will be OA Amenities. The Civic Reserve Community Center will be owned and maintained by the District. The District agrees not to convey or transfer any Parks and Recreational Facilities to the Owners Association without the approval of the City. The District agrees to operate and maintain the Parks and Recreational Facilities conveyed to it in a good state of repair and in a manner so as not to create a nuisance or danger to the public health and safety. The City will have no obligation to operate or maintain the Parks and Recreational Facilities dedicated to the District.

**ARTICLE IX.
RESTRICTIVE COVENANTS; LIMITATION ON DISTRICT POWERS;
DUTIES OF OWNERS ASSOCIATION**

EXHIBIT O
Park and Open Space Requirements

The Developer will provide an extension of the Onion Creek Trail from IH 35 through the entirety of the Project (223 acres), with connectivity provided through an easement dedicated to the City. The Developer will use reasonable efforts to obtain approval from the State of Texas in order to allow the Developer to build at Developer's cost the portion of the trail under IH 35 to ensure adequate connection to park properties that the City has purchased west of IH 35.

The Onion Creek Trail extension through the Project will be constructed of 12-foot wide concrete, with 2-foot shoulders.

Park facilities will be owned and maintained by either the Owner's Association or the District. All park land, open space and trails will be open for use by the public.

The Developer will fund at least \$645,000 in park improvements, including playing fields, an observation pier and extensive hike and bike trail improvements, that will be owned by the District and open to the public. A detailed list of all proposed improvements and their associated costs totaling up to \$645,000 will be included in the park facilities plan as described in Section 8.01 of this Agreement.

An additional park facility investment of \$200 per LUE, or \$226,400, will be funded by the builders within the District. This obligation will be included in the Restrictive Covenants. A list of acceptable uses for this investment will be included in the park facilities plan as described in Section 8.01 of this Agreement.

The Developer will pay a fee in lieu of \$204,567.22, ~~or a larger amount based on PARD calculations.~~