

PARK CONVEYANCE AND PROGRAMMING AGREEMENT AND PARK MAINTENANCE LICENSE AGREEMENT

This Park Conveyance and Programming Agreement and Park Maintenance License Agreement (the "Agreement") is entered into as of August 16, 2021 (the "Effective Date") by and between the **CITY OF LEWISVILLE, TEXAS**, a Texas home rule municipal corporation (the "City"), and **CASTLE HILLS MASTER ASSOCIATION, INC.**, a Texas nonprofit corporation (the "CHMA"). The City and CHMA are sometimes referred to herein individually as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, CHMA is the owner of the parks and open spaces described in Exhibit A attached hereto, and any improvements thereon (collectively, the "Parks");

WHEREAS, the City intends to annex the Districts as defined in the Amended and Restated TIRZ Reimbursement Agreement dated August 16, 2021 (the "Amended and Restated TIRZ Agreement") into the City;

WHEREAS, CHMA agrees to convey fee simple title to the Parks to the City pursuant to this Agreement contingent upon the annexation of the Districts into the City;

WHEREAS, the Amended and Restated TIRZ Agreement shall be effective upon annexation and conveyance of the Parks to the City by CHMA simultaneously with annexation; and

WHEREAS, upon conveyance of the Parks to the City, all capital improvement and replacement costs of the Parks shall be the responsibility of the City, provided, CHMA shall retain a license for maintenance, as set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the Parties agree as follows:

I. CONVEYANCE OF PARKS

- A. Within ten (10) days after the Effective Date, the City and CHMA shall each execute and acknowledge the form of special warranty deed attached hereto as Exhibit B (the "Deed") and deliver such executed and acknowledged version of the Deed to Freedom Title Company, Lewisville, Texas (the "Title Company"). The fully executed and acknowledged Deed shall be held and recorded by the Title Company in the Official Public Records of Denton County, Texas, upon annexation. Within five (5) business days of annexation, the Title Company shall insert the effective date of the Deed, which shall be the same date the Districts are annexed into the City, and record the Deed. Notwithstanding any term or

provision herein to the contrary, conveyance of the Parks to the City is contingent upon full annexation of all of the Districts into the City on or before December 31, 2021.

- B. Use of the Parks shall be restricted to public parkland purposes exclusively and may in no event be used or developed for residential or commercial purposes.
- C. Upon conveyance of the Parks to the City, a license, as provided for herein, for access over, under, across, and upon the Parks for the purpose of allowing CHMA to exercise its maintenance rights and obligations under this Agreement granted to the CHMA by the City.

II. MAINTENANCE RESPONSIBILITIES OF THE CITY

- A. Upon conveyance of the Parks to the City in accordance with this Agreement, the City will be responsible, at the City's sole cost and expense, for the maintenance of the Parks to a Class "A" standard level of care as described in Exhibit C attached hereto and the utilities necessary to reach such standard (the "Maintenance Obligations").
- B. The City shall provide at least sixty (60) days advance written notice to CHMA before commencement of any non-emergency repair, modification, or construction within the Parks. CHMA shall provide such notice to its members. The City is responsible for the costs of all capital improvements within the Parks and shall maintain such capital improvements in accordance with City policies for maintenance of park capital improvements.
- C. The City agrees to bid any contracts to provide maintenance in the Parks separately from any other parks and open space within the City and shall abide by State purchasing law with respect to such bidding.

III. ACCESS LICENSE FOR ADDITIONAL PARKS MAINTENANCE

- A. The provisions of this Section III grant a license by the City to CHMA for additional parks maintenance as set forth herein.
- B. The Parties acknowledge and agree that the Maintenance Obligations are the minimum maintenance standard for the Parks and CHMA shall have the right, without obligation, at CHMA's sole cost and expense, to maintain all or any portion of the Parks to a higher standard than the Maintenance Obligations required of the City (the "Enhanced Maintenance") by providing the Lewisville Parks & Recreation Director (the "Parks Director") sixty (60) days prior to October 1 in each year, an annual plan for the Enhanced Maintenance anticipated by the CHMA for the City's fiscal year beginning on October 1 (the "Annual Maintenance Plan"). The Parks Director shall work with CHMA on the Annual Maintenance Plan to reach agreement on such plan. The Annual Maintenance Plan shall be in a form substantially similar to the form attached hereto as Exhibit D and

additional plantings pursuant to the Annual Maintenance Plan shall be in compliance with Exhibit E attached hereto. The City shall not be relieved of its Maintenance Obligations in the event CHMA undertakes additional Parks maintenance, but the City is not responsible for the cost or obligations relating to CHMA's Enhanced Maintenance, including the cost of increased utilities.

- C. Upon conveyance of the Parks to the City, the City shall permit CHMA, at its sole cost and expense, to perform the Enhanced Maintenance to the Parks, as described in Section III.B., above (the "Access License").
- D. CHMA, at its sole cost and expense, shall maintain commercial General Liability insurance with limits of at least \$500,000/occurrence and \$1,000,000/aggregate and must include the City of Lewisville as an additional insured.
- E. The Access License shall not be deemed to grant, convey, create, or vest in CHMA a real property interest in the Parks of any nature whatsoever, including any fee leasehold interest or easement. Furthermore, in no way shall this Agreement ever be construed as an abandonment of the City's ownership in the Parks.
- F. The Access License is made subordinate to the right of the City to use the Parks for a public purpose. It is understood and agreed that should the City deem it in the public interest to use the Parks for another public purpose that conflicts with this Agreement, then the City may terminate the Agreement upon providing written notice to CHMA.
- G. Unless otherwise provided herein, the term of the license granted in this Section begins on the Effective Date and continues for an initial period of twenty (20) years. Thereafter, the Agreement will automatically renew every five (5) years.
- H. *Liability And Indemnification*

CHMA EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND LICENSEES (FOR PURPOSES OF THIS PARAGRAPH COLLECTIVELY REFERRED TO AS THE "CITY") FREE AND HARMLESS FROM ANY AND ALL LOSSES, EXPENSES, INCLUDING ATTORNEY'S FEES, DAMAGES, DEMANDS, CLAIMS, JUDGMENTS OR LIABILITY WHATSOEVER, HOWSOEVER CAUSED OR ARISING OUT OF OR IN CONNECTION WITH INJURIES (INCLUDING DEATH) OR DAMAGES TO ANY AND ALL PERSONS AND/OR PROPERTY IN ANY WAY SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH, OR BY REASON OF, THE PERFORMANCE OR FAILURE TO PERFORM ANY ACT BY ANY AGENT, CONTRACTOR OR EMPLOYEE OF CHMA UNDER THE TERMS OF THIS AGREEMENT. THIS INDEMNIFICATION ALSO INCLUDES, COVERS AND RELATES TO, WITHOUT LIMITATION, ANY NEGLIGENT ACT AND/OR OMISSION (WHETHER JOINT, COMPARATIVE, OR CONCURRENT) OF CHMA. THIS

INDEMNIFICATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

J. Designation Of Authorized Representatives And Coordination

The City and CHMA shall each designate an authorized representative to act on behalf of each of the Parties for the purpose of coordinating programming and maintenance of the Parks, and otherwise administering the terms and provisions of this Agreement. Such designated representatives shall meet at least quarterly to coordinate programming and maintenance, of the Parks and to otherwise discuss matters associated with the Parks and this Agreement.

K. No Waiver

If at any time the City or CHMA fails to enforce the maintenance access license granted according to this Agreement, whether or not any violations of it are known, such failure will not constitute a continuing waiver or estoppel of the right to enforce the maintenance access license.

L. Assignment

Upon prior written consent by the City, which consent shall not be unreasonably withheld, CHMA may assign the maintenance access license granted pursuant to this Agreement, with respect to all or part of the Parks from time to time, (i) to a homeowners association under the jurisdiction of CHMA without the consent of the City but with written notice to the City delivered upon such assignment or (ii) to another third-party with the written consent of the City, so long as (i) such third-party has demonstrated that the third-party has the financial and managerial capacity, the experience, and expertise to perform the duties or obligations so assigned; and (ii) CHMA's assignee agrees to be bound by all terms and conditions of this Agreement. Upon such assignment or partial assignment, CHMA, but not its successors and assigns, shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement related to the portion of the Parks so assigned. CHMA shall provide a written and complete copy of this Agreement, including all exhibits and attachments, to any such assignee prior to such assignment.

M. Dispute Resolution

In the event of a dispute, the Parties agree to attempt in good faith to informally negotiate a resolution. Either Party may make a written request for a meeting between representatives of each Party, and the meeting will occur within fourteen (14) business days after receipt of the request, or at such time as agreed by the Parties. The parties may agree in writing to additional meetings, and each Party will send at least one representative with decision-making authority to each meeting. The Parties shall attempt to resolve any such dispute as expeditiously as possible.

IV. PARK PROGRAMMING

CHMA may reserve the Parks for public and private events in compliance with the City's facility rental program, special events ordinance, and any other applicable policy or regulation of the City.

- A. CHMA will at all times while using the Parks: (i) comply with the City's rules and ordinances pertaining to the Parks; (ii) comply with all other applicable laws and governmental regulations, rules and orders now in effect or that may be adopted relating to the programming of the Parks; and (iii) secure all applicable permits and licenses required for the programming of the Parks.
- B. The City staff will assist CHMA in securing all permits and approvals necessary to host any CHMA events in Parks and will work with the CHMA to continue community events currently being held at the Parks. CHMA will coordinate with the City staff to provide information that is necessary or that will facilitate applications for permits and approvals.

V. MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the entire agreement between the parties. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this contract, whether written or oral, will have no force or effect.
- B. Each Party warrants and represents that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party, except as may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditor's rights, or, with respect to the City, governmental immunity under the Constitution and laws of the State of Texas.
- C. The Parties bind themselves and their successors in interest, assigns and legal representatives to this Agreement.
- D. Regardless of the actual drafter of this Agreement, this Agreement will, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any Party.
- E. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts will remain in full force and effect.
- F. This Agreement is made, and will be construed and interpreted under, the laws of the State of Texas. Mandatory venue for any lawsuit arising out of this Agreement shall be in a court located in the City of Lewisville, Denton County, Texas.
- G. This Agreement may be amended only by a writing properly executed by each of the Parties.

- H. All official communications and notices required to be made under this Agreement will be deemed made if sent, postage prepaid, to the parties at the addresses listed below:
- I. NO WAIVER OF IMMUNITY: Nothing contained in this Agreement shall be deemed to waive the City's governmental immunity nor the official immunity of any City officer, official, employee or agent of the City.
- J. No recourse will be had against any elected official, director, officer, attorney, agent, or employee of either the City or of CHMA whether in office on the Effective Date of this Agreement or after such date, for any claim based upon this Agreement.
- K. Except as otherwise expressly provided in this Agreement, the City, CHMA, and each of their agents, employees, and representatives makes and has made no warranties or representations, express or implied, with respect to the physical condition of the Parks or their fitness or suitability for any particular use

If to the City:

City Manager's Office
151 W. Church Street
Lewisville, Texas 75057

If to CHMA:

Attn: _____

[Signature page follows]

EXECUTED this _____ day of _____, 2021.

CITY OF LEWISVILLE, TEXAS

By: _____
Donna Barron
City Manager

ATTEST:

Julie Worster, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

Castle Hills Master Association, Inc., a Texas nonprofit corporation

BY: _____
PRINTED NAME: Eric Stanley
TITLE: Director

EXHIBIT A

PARK PARCELS

#	CAD Acct #	Owner	Address	Neighborhood	Phase	Section	Block	Lot	Acres	Land	Impr	Total	2020 Taxes Paid	Acct Opened	Deed
1	200444	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	B	Z	1	1.0331	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
2	200247	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	A	AA	1	0.6869	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
3	214777	Castle Hills Master Association, Inc.	Merlin Dr.	Castle Hills	II	A	H	1	1.2778	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
4	219634	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	C	F	1R	3.8285	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
5	682801	Castle Hills Master Association, Inc.	Damsel Caitlyn Dr.	Castle Hills	7	A	A	22X-R	0.7965	\$ -	\$ -	\$ -	\$ -	2017	2019-134404
6(A)	223537	Castle Hills Master Association, Inc.	Lady Carol Ln.	Castle Hills	III	A	B	14	0.1742	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
6(B)	223608	Castle Hills Master Association, Inc.	Lady Carol Ln.	Castle Hills	III	A	B	14	2.0117	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
7	671650	Castle Hills Master Association, Inc.	Elsa Ave.	Castle Hills	9	A	A	3X	1.4624	\$ -	\$ -	\$ -	\$ -	2016	2019-134404
8	583891	Castle Hills Master Association, Inc.	Lady De Vance Ln.	Castle Hills	III	B	D	23R	1.2682	\$ -	\$ -	\$ -	\$ -	2009	2013-17885
9	273437	Castle Hills Master Association, Inc.	Almsbury Ln.	Castle Hills	IV	B	A	41	0.2309	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
10	250368	Castle Hills Master Association, Inc.	620 King Lionel Ln.	Castle Hills	IV	A	I	14	0.3479	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
11	250170	Castle Hills Master Association, Inc.	822 Stony Passage Ln.	Castle Hills	IV	A	A	17	0.2761	\$ 1.00	\$ -	\$ 1.00	\$ -	2007	2013-17885
12	224047	Castle Hills Master Association, Inc.	Queen Margaret Dr.	Castle Hills Community Center			B	2	4.1802	\$ -	\$ -	\$ -	\$ -	2007	2017-63922
13	224048	Castle Hills Master Association, Inc.	2601 Kin Pelles Dr.	Castle Hills Community Center			B	3	0.21	\$ -	\$ -	\$ -	\$ -	2007	2017-63922
14	273563	Castle Hills Master Association, Inc.	Windsor Castle Way	Castle Hills	IV	B	F	21	0.2124	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
15(A)	219542	Castle Hills Master Association, Inc.	Round Table Blvd.	Castle Hills	II	C	A	40R (PT)(W10)	2.2606	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
15(B)	219543	Castle Hills Master Association, Inc.	Round Table Blvd.	Castle Hills	II	C	A	40R (PT)(W12)	1.3099	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
16	223709	Castle Hills Master Association, Inc.	King Mark Dr.	Castle Hills	III	A	1	10	0.6174	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
17	214776	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	A	G	5	2.5166	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
18	223124	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	D	C	28	1.5577	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
19	631912	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	P	1X	0.584	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
20	631913	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	R	1X	0.3017	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
21	631914	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	Q	1X	0.2455	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
22	749990	CH PH 10A 66 LLC	620 Somerser Dr.	Castle Hills	10	LV Addn	L	1X	0.268	\$ -	\$ -	\$ -	\$ -	2019	2019-95721
23	528968	Castle Hills Master Association, Inc.	2011 Joyous Cir.	Castle Hills	V	A	F	11X	0.1333	\$ 1.00	\$ -	\$ 1.00	\$ -	2008	2013-17890
24	273129	Castle Hills Master Association, Inc.	Lady Cornwall Dr.	Castle Hills	III	B	B	17	0.7339	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
25	528809	Castle Hills Master Association, Inc.	448 Four Stones Blvd.	Castle Hills	V	A	A	9X	0.2611	\$ 1.00	\$ -	\$ 1.00	\$ -	2008	2013-17890
26	528958	Castle Hills Master Association, Inc.	449 Four Stones Blvd.	Castle Hills	V	A	F	1X	0.2566	\$ 1.00	\$ -	\$ 1.00	\$ -	2008	2013-17890
27	528946	Castle Hills Master Association, Inc.	Glastonburg Ln.	Castle Hills	V	A	E	1X	0.2009	\$ -	\$ -	\$ -	\$ -	2008	2013-17890
28	528956	Castle Hills Master Association, Inc.	420 Lavaine Ln.	Castle Hills	V	A	E	11X	0.2146	\$ -	\$ -	\$ -	\$ -	2008	2013-17890
29	528836	Castle Hills Master Association, Inc.	413 Lavaine Ln.	Castle Hills	V	A	A	36X	0.3255	\$ -	\$ -	\$ -	\$ -	2008	2013-17890
30	282128	Castle Hills Master Association, Inc.	Queen Elizabeth Blvd.	Castle Hills	II	C	A	24R	0.8563	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
31	286413	Castle Hills Master Association, Inc.	King Arthur Blvd.	Castle Hills	II	E	C	1XR	0.5319	\$ 1.00	\$ -	\$ 1.00	\$ -	2007	2013-17885
32	223138	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	D	E	6	0.2256	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
33	223134	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	D	E	2	0.1868	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
34	671690	Castle Hills Master Association, Inc.	2502 Damsel Eve Dr.	Castle Hills	9	A	B	12X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
35	671707	Castle Hills Master Association, Inc.	2503 Olive Branch	Castle Hills	9	A	B	29X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
36	671729	Castle Hills Master Association, Inc.	2438 Olive Branch	Castle Hills	9	A	C	11X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
37	671748	Castle Hills Master Association, Inc.	2439 Hunters Blvd.	Castle Hills	9	A	C	30X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
38	671793	Castle Hills Master Association, Inc.	2502 Hunters Blvd.	Castle Hills	9	A	D	12X	0.0799	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
39	671810	Castle Hills Master Association, Inc.	2447 Saffire Way	Castle Hills	9	A	D	29X	0.0799	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
40	200287	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	A	E	9	0.2342	\$ -	\$ -	\$ -	\$ -	2007	2013-17855
41	200246	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	A	A	31	0.3547	\$ -	\$ -	\$ -	\$ -	2007	2013-17855
42	620018	Castle Hills Master Association, Inc.	Westminster Dr.	Castle Hills	VI	B	D	8XR	0.1977	\$ -	\$ -	\$ -	\$ -	2009	2013-17890
43	631521	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	A	50X	0.369	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
44	631520	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	A	36X	0.0799	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
45	750006	CH PH 10A 66 LLC	613 Somerser Dr.	Castle Hills	10	LV Addn	M	13X	3.1174	\$ -	\$ -	\$ -	\$ -	2019	2019-95721
46	750025	CH PH 10A LLC	329 Somerser Dr.	Castle Hills	10	LV Addn	M	30X	0.0558	\$ -	\$ -	\$ -	\$ -	2019	n/a
47	749993	CH PH 10A LLC	n/a	Castle Hills	10	LV Addn	S	1X	0.1469	\$ -	\$ -	\$ -	\$ -	2019	n/a
48	749992	CH PH 10A LLC	n/a	Castle Hills	10	LV Addn	R	1X	0.146	\$ -	\$ -	\$ -	\$ -	2019	n/a
49	749991	CH PH 10A 66 LLC	4000 Morel Dr.	Castle Hills	10	LV Addn	Q	1X	0.0972	\$ -	\$ -	\$ -	\$ -	2019	2019-95721
50	286407	Castle Hills Master Association, INC	Seven Shields Ln.	Castle Hills	2	E	B	21XR	0.1735	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17885
51	250252	Castle Hills Master Association, INC	n/a	Castle Hills	4	A	E	1	0.2085	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17885
52	250291	Castle Hills Master Association, INC	2458 Sir Lovel Ln.	Castle Hills	4	A	E	40	0.1583	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17885
53	496203	Bright Realty LLC	N Umberland Dr	Castle Hills	6	A	B	15X	0.0764	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
54	496237	Castle Hills Master Association, INC	N Umberland Dr	Castle Hills	6	A	C	11X	0.1501	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
55	496174	Castle Hills Master Association, INC	Cole Castle Dr.	Castle Hills	6	A	A	15X	0.0764	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
56	620082	Castle Hills Master Association, INC	Vagon Castle Ln.	Castle Hills	6	C	D	7XR	0.265	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
57	620066	Castle Hills Master Association, INC	Bans Crown Blvd.	Castle Hills	6	C	C	12XR	0.073	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
58	750033	CH PH 10A LLC	225 Somerser Dr.	Castle Hills	10		M	38X	0.0518	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
59	750018	CH PH 10A LLC	425 Somerser Dr.	Castle Hills	10		M	23X	0.0517	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
60	749994	CH PH 10A 66 LLC	Lady Bettye Dr.	Castle Hills	10		M	1X	0.2124	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95721
61	750040	CH PH 10A 66 LLC	217 Lady Tessala Ave.	Castle Hills	10		N	1X	0.1949	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95720
62	750054	CH PH 10A 66 LLC	313 Lady Tessala Ave.	Castle Hills	10		O	1X	1.491	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95720
63	750091	CH PH 10A 66 LLC	3901 Morel Dr.	Castle Hills	10		P	1X	0.1141	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95720
64	749948	CH PH 10A LLC	701 Lady Tessala Ave.	Castle Hills	10		I	22X	0.1037	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
65	749983	CH PH 10A LLC	721 Carlisle Dr.	Castle Hills	10		J	11X	0.0827	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
66	749966	CH PH 10A LLC	773 Lady Tessala Ave.	Castle Hills	10		I	40X	0.133	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
67	749932	CH PH 10A LLC	768 Carlisle Dr.	Castle Hills	10		I	6X	0.0829	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
68	749719	Breco Lands CH, LLC / CH PH 10B LLC	1100 Lady Tessala Ave.	Castle Hills	10		A	28X	0.0826	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
69	749751	Breco Lands CH, LLC / CH PH 10B LLC	3512 Damsel Brooke St.	Castle Hills	10		A	17X	0.0837	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
70	749755	Breco Lands CH, LLC / CH PH 10B LLC	1208 Dragon Banner Dr.	Castle Hills	10		B	1X	0.7684	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
71	749735	Breco Lands CH, LLC / CH PH 10B LLC	1208 Caliburn Ct.	Castle Hills	10		A	1X	1.6365	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
72	631519	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	A	22X	0.0802	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
73	631646	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	9X	0.0799	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
74	631647	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	24X	0.0799	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
75	631648	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	43X	0.0799	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
76	631649	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	62X	0.1119	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
77	631650	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	67X	0.0568	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
78	631901	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	N	10X	0.1422	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
79	n/a		Not designated as a lot on DentonCAD	Castle Hills	5	A	A	42X	0.5704						
80	n/a		Not designated as a lot on DentonCAD	Castle Hills	5	A	C	53X	0.4843						
81	750046	CH PH 10A 66 LLC	3921 Dame Ragnel Dr.	Castle Hills	10		N	7XR	0.0664	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-113380
81 Lots (83 Parcels):									44.8910	acres					

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
(PARKLAND)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THAT CASTLE HILLS MASTER ASSOCIATION, INC., a Texas nonprofit corporation (“**Grantor**”), for the consideration hereinafter stated, does GRANT, SELL, AND CONVEY unto the **CITY OF LEWISVILLE, TEXAS**, a Texas home-rule municipal corporation (“**Grantee**”), the following described tracts of land situated in Denton County, Texas:

Lot _____, Block _____, _____, according to the plat recorded in Document No. _____ of the Official Public Records of Denton County, Texas; and

Lot _____, Block _____, _____, according to the plat recorded in Document No. _____ of the Official Public Records of Denton County, Texas

(collectively, the “**Property**”).

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: (i) any and all restrictions, reservations, covenants and easements, if any, relating to the Property, but only to the extent they are still in effect, and shown of record in the hereinabove mentioned county and state; and (ii) to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relating to the Property. This conveyance is further subject to all rights, titles and interests in and to all oil, gas, hydrocarbons and all other minerals in, on, or under or that may be produced from the Property (collectively, the “**Reserved Minerals**”), such Reserved Minerals being expressly excluded from the terms of this conveyance and all rights, titles and interests therein being retained by Grantor (to the extent held by Grantor and not previously reserved by or conveyed to a third-party); provided, however, that Grantor does hereby expressly release and waive, on behalf of itself and its successors or assigns, all rights to enter upon, use or in any way disturb the surface of the Property or any part thereof for purposes of exploring or testing, developing, drilling, producing, transporting, mining, treating, storing or any other purpose incidental to the development or production of any Reserved Minerals. Nothing herein contained

shall ever be construed to prevent Grantor or its successors or assigns, from developing or producing the oil, gas and other minerals in and under the Property by pooling or by directional drilling under the Property from well sites located on property other than the Property, provided that such activities do not disturb the surface of the Property or subsurface structural supports for improvements on the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors, and assigns, forever; and Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the reservations from and exceptions to the conveyance and warranty and the conditions and restrictions set forth herein.

CONDITIONS AND RESTRICTIONS: Grantor conveys the Property to Grantee on the condition that by accepting this conveyance, Grantee dedicates the Property for park and recreational purposes for the use by the general public. The Property is hereby restricted to park and recreational uses exclusively, and such other uses as may be permitted by Grantor in advance and in writing. Notwithstanding any term or provision herein to the contrary, Grantor and Grantee do hereby acknowledge and agree that the conveyance of the Property from Grantor to Grantee hereunder is expressly made subject to the condition that in the event Grantee or Grantee's successors and assigns use the Property for other than park and recreational purposes without the advance written consent of Grantor, then upon written notice thereof from Grantor to Grantee or Grantee's successors and assigns, fee title to the Property shall revert to Grantor.

Grantee assumes the payment of ad valorem taxes and assessments for the current year and for subsequent years.

The consideration for this conveyance, receipt of which Grantor acknowledges, is \$10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

EXECUTED AND DELIVERED to be effective as of the ___ day of _____, 20__.

GRANTOR:

**CASTLE HILLS MASTER ASSOCIATION,
INC.,** a Texas nonprofit corporation

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF _____§

This instrument was acknowledged before me this _____ day of _____, 20____ by _____, _____ of CASTLE HILLS MASTER ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(SEAL)

Notary Public Signature

Grantee's Mailing Address:

City of Lewisville

ACKNOWLEDGED, AGREED AND ACCEPTED

GRANTEE:

City of Lewisville, Texas

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF _____§

This instrument was acknowledged before me on _____, 20____ by _____, _____ of the City of Lewisville, Texas, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

(SEAL)

Notary Public Signature

AFTER RECORDING RETURN TO:
City of Lewisville

EXHIBIT C

CLASS A STANDARDS

CORE BUSINESS AREAS	MAINTENANCE ACTIVITIES	PARKS STANDARDS OF CARE				
		GOLD LEVEL A	SILVER LEVEL B	BRONZE LEVEL C	COPPER LEVEL D	NATURAL AREAS
INSPECTIONS	Foreman	Weekly	Weekly (M-F)	Weekly (M-F)	Monthly	Monthly / Public areas - weekly
	Supervisor	Weekly	Monthly	Monthly	Monthly	Annually
	Manager	Monthly	Monthly	Annually	Annually	Annually
GENERAL PARKS MAINTENANCE	Litter removal	Daily	Daily (M-F)	Bi-weekly	Bi-weekly	public areas - dialy; native areas - monthly & volunteers
	Restroom and Facility Cleaning	Daily	Daily (M-F)	Bi-weekly	Bi-weekly	bi-weekly in public areas
	Empty Receptacles	Daily	Daily (M-F)	Bi-weekly	Bi-weekly	
	Facility Inspection	Weekly / after events	Monthly / before & after events	Monthly / before & after events	Annually/ before & after events	Annually/ before & after events
	Set-up Events	As needed	As needed	As needed	As needed	As needed
IRRIGATION & CONSTRUCTION	New Installation	Priority Projects	Scheduled	Scheduled	As needed	As needed
	Repairs	Immediate priority	Triage/plan repair	Triage/plan repair	Traige	N/A
	Park Lighting Inspection	Monthly	Quarterly	Quarterly	As needed	As needed
	Irrigation Inspections	Monthly	Quarterly	Quarterly	As needed	As needed
	Playgrounds Inspections & Cleaning	Daily	Weekly	Weekly	N/A	N/A
	Playgrounds Inspection Records	Monthly	Monthly	Monthly	N/A	N/A
	Playgrounds Safety Audit	Annually	Annually	Annually	N/A	N/A
	Special Assignments	Immediate priority	Scheduled	Scheduled	As needed	As needed
HORTICULTURE AND FORESTRY SERVICES	Trees Trimming	Quarterly	Annually	Annually	Reactive for safety only	Reactive for safety only
	Stump Grinding	immediate after removal	scheduled annual project	scheduled annual project	only for safety/access	only for safety/access
	Tree Survey/Inspection	Annually	Every two years	Every 5 years	Every 5 years	N/A
	Fertilization	Quarterly	n/a	n/a	n/a	n/a
	Pest Control	Quarterly	As needed	As needed	As needed	As needed
	Horticultural Displays	Native Perennials with one annual rotation	Native Perennials/Wildflower	Wildflowers	Wildflowers	Wildflowers
	Display Care	Weekly	Monthly	None	None	None
	Tree Planting	2 Times a year	2 Times a year	2 Times a year	As needed	As needed
	Supplemental Watering	Daily	2 Times a week	Weekly	As needed	As needed
	Display Gardens Maintenance	Weekly	Every 2 weeks	Monthly	As needed	As needed
TURF MANAGEMENT	Mowing	5-7 day cycle	7-10 day cycle	14 -21 day cycle	Seasonally	Seasonally
	Core Aeration	4 times per year	2 times per year	n/a	n/a	n/a
	Seeding/Sodding	Annually	none	none	Wildflowers	Wildflowers
	Fields Marking & Maintenance	n/a	n/a	n/a	n/a	n/a
	Fertilization	3-6 times per year	annually	annually	n/a	n/a
	Irrigation Schedule	2-3 per week	2 times per week	2 times per week	n/a	n/a

EXHIBIT D

ANNUAL MAINTENANCE PLAN FORM

Castle Hills Parks Annual Agreed Upon Maintenance Plan					
CORE BUSINESS AREAS	MAINTENANCE ACTIVITIES	COL PARD Standards of Care		Castle Hills Management Association's Proposed Annual Enhanced Care Duties	COL PARD Notes
		PLATINIUM LEVEL A+	GOLD LEVEL A	<i>to be performed at expense of CHMA</i>	
INSPECTIONS	Foreman	Daily	Weekly	n/a	n/a
	Supervisor	Weekly	Monthly	n/a	n/a
	Manager	Monthly	Monthly	n/a	n/a
GENERAL PARKS MAINTENANCE	Litter removal	Daily / Multiple during events	Daily	Platinum Level A frequency	Approved
	Restroom and Facility Cleaning	Daily / Multiple during events	Daily	Platinum Level A frequency	Approved
	Empty Receptacles	Daily / Multiple during events	Daily	Platinum Level A frequency	Approved
	Facility Inspection	Weekly / after events	Weekly / after events	Platinum Level A frequency	Approved
	Set-up Events	As needed	As needed	N/A special events by separate agreement	n/a
IRRIGATION AND CONSTRUCTION SERVICES	Repairs	Immediate priority	Immediate priority	Provide a list of parks and diagrams for annual repairs	Repairs must be in accordance with Parks Master Plan standards; COL will coordinate with CHMA for emergency repairs/closures
	Park Lighting Inspection	Monthly	Monthly	no enhancement	no enhancement
	Irrigation Inspections	Monthly	Monthly	no enhancement	no enhancement
	Playgrounds Inspections & Cleaning	Daily	Daily	no enhancement	no enhancement
	Playgrounds Inspection Records	Monthly	Monthly	no enhancement	no enhancement
	Playgrounds Safety Audit	Annually	Annually	no enhancement	CHMA may accompany COL staff for audit; planning purposes for following year
LANDSCAPES, HORTICULTURE AND FORESTRY SERVICES	Special Assignments	Immediate priority	Immediate priority	n/a	n/a
	Trees Trimming	Quarterly	Quarterly	Maintain 8' lower canopy for established trees	Approved; trim according to ANSI standards; COL to be consulted on removals
	Stump Grinding	Immediate after removal	Immediate after removal	no enhancement	no enhancement
	Tree Survey/Inspection	Annually	Annually	no enhancement	no enhancement
	Fertilization	Quarterly	Quarterly	Per Texas Agrilife Extension Guidelines for Zone 8	Approved
	Pest Control	Quarterly	Quarterly	As needed	Approved
	Horticultural Displays	Native perennials with some annual rotation	Native Perennials with one annual rotation	Seasonal color change, immediate replacement of non-thriving seasonal color	Approved; invasive plantings prohibited; use approved plant and tree list
	Display Care	Weekly	Weekly	enhanced to support seasonal color change	approved
	Supplemental Watering	Daily	Daily	enhanced to support seasonal color change	Approved
TURF MANAGEMENT	Display Gardens Maintenance	Weekly	Weekly	enhanced to support seasonal color change	Approved
	Mowing	3-5 day cycle	5-7 day cycle	Platinum Level A frequency	Approved; coordinated schedule with COL
	Core Aeration	4 times per year	4 times per year	no enhancement	no enhancement
	Fields Marking & Maintenance	per scheduled event	n/a	n/a	n/a
	Fertilization	6 times per year	3-6 times per year	Platinum Level A frequency	Approved
	Irrigation Schedule	3-5 per week, according to schedule	3-5 per week	provide off-season and in-season schedule	Approved reimbursement formula total water bill/total days for scheduled irrigation x number of CHMA days of scheduled irrigation; conform to COL water conservation standards

Submitted by:	(type name)	Signature	Date
	CHMA Representative		
Approved by:	Stacie Araya	Signature	Date
	Parks & Recreation Director		

Castle Hills Parks Annual Agreed Upon Maintenance Plan					
CORE BUSINESS AREAS	MAINTENANCE ACTIVITIES	COL PARD Standards of Care		Castle Hills Management Association's Proposed Annual Enhanced Care Duties	COL PARD Director Notes
		PLATNIUM LEVEL A+	GOLD LEVEL A	<i>to be performed at expense of CHMA</i>	
IRRIGATION & CONSTRUCTION	New installation	Priority projects	Priority Projects	Provide a list of parks and diagrams for improvements for approval	Must be in accordance with Master Plan standards; COL oversight of project
	Repairs	Immediate priority	Immediate priority	Provide a list of parks and diagrams for annual repairs	Repairs must be in accordance with Parks Master Plan standards; COL will coordinate with CHMA for emergency repairs/closures
	Park Lighting Inspection	Monthly	Monthly	no enhancement	no enhancement
	Playgrounds Safety Audit	Annually	Annually	no enhancement	CHMA may accompany COL staff for audit; planning purposes for following year
Landscape and Horticultural Services	Horticultural Displays	Native perennials with some annual rotation	Native Perennials with one annual rotation	Provide a list of parks and diagrams for location of new beds, displays	Approved; invasive plantings prohibited; must be in accordance with Parks Master Plan, COL Landscape/Tree Ordinance
	Display Care	Weekly	Weekly	enhanced to support seasonal color change	approved
	Tree Planting	2 Times a year	2 Times a year	provide a list of parks and diagrams for location of new trees	Approved; must be in accordance with Parks Master Plan; COL Landscape/Tree Ordinance
Turf Management	Seeding/Sodding	Annually	Annually	Provide a list of parks and diagrams of conversion of turf areas	Approved; invasive plantings prohibited; must be in accordance with Parks Master Plan

Submitted by: _____ (type name)			
CHMA Representative	Signature	Date	
Approved by: _____ Stacie Anaya			
Parks & Recreation Director	Signature	Date	

EXHIBIT E
PLANTINGS LIST

Approved Shade Tree Plant Materials

SHADE TREES	
Common Name	Scientific Name
Afghan Pine	<i>Pinus eldarica</i>
American Elm ^{1, 2}	<i>Ulmus americana</i>
Austrian Pine	<i>Pinus nigra</i>
Bald Cypress ¹	<i>Taxodium distichum</i>
Bigelow Oak ¹	<i>Quercus sinuata</i> var. <i>breviloba</i>
Black Hickory ^{1, 2}	<i>Carya texana</i> (aka <i>Carya buckleyi</i>)
Black Locust	<i>Robinia pseudoacacia</i>
Bur Oak ¹	<i>Quercus macrocarpa</i>
Caddo Maple	<i>Acer saccharum</i> "Caddo"
Cedar Elm ^{1, 2}	<i>Ulmus crassifolia</i>
Chinquapin Oak ¹	<i>Quercus muhlenbergii</i>
Durand Oak ¹	<i>Quercus sinuata</i> var. <i>sinuata</i>
Green Ash ¹	<i>Fraxinus pennsylvanica</i>
Japanese Black Pine	<i>Pinus thunbergii</i>
Lacebark Elm ²	<i>Ulmus parvifolia</i>
Lacey Oak ¹	<i>Quercus fusiformis</i>
Live Oak ¹	<i>Quercus virginiana</i>
Mexican Sycamore	<i>Platanus mexicana</i>
Monterey Oak (aka Mexican White Oak) ^{1, 2}	<i>Quercus polymorpha</i>
Pecan ¹	<i>Carya illinoensis</i>
Pond Cypress	<i>Taxodium ascendens</i>
Post Oak ¹	<i>Quercus stellata</i>
Sawtooth Oak	<i>Quercus acutissima</i>
Shumard Red Oak (aka Texas Red Oak) ^{1, 2}	<i>Quercus shumardii</i> (aka <i>texana</i>)
Southern Magnolia ^{1, 2}	<i>Magnolia grandiflora</i>
Sweetgum ¹	<i>Liquidambar styraciflua</i>
Texas Ash ^{1, 2}	<i>Fraxinus texensis</i>
Texas Walnut ¹	<i>Juglans microcarpa</i>
Willow Oak ^{1, 2}	<i>Quercus phellos</i>
Winged Elm ^{1, 2}	<i>Ulmus alata</i>

¹ 1 = Native species, which is preferred but not required.

² = Species approved for planting within the parkway per Streets and Thoroughfares

Approved Understory Tree Plant Materials

UNDERSTORY TREES	
Common Name	Scientific Name
Carolina Buckthorn ¹	Rhamnus caroliniana
Chittamwood ¹	Sideroxylon lanuginosum (aka Burmelia lanuginose)
Crepe Myrtle (tree form)	Lagerstroemia indica
Desert Willow ¹	Chilopsis linearis
Eastern Redbud ¹	Cercis canadensis
Eastern Red Cedar ¹	Juniperus virginiana
Eve's Necklace ¹	Sophora affinis
Hawthorne ¹	Crataegus spp.
Hollywood Juniper	Juniperus chinensis 'Torulosa'
Little Gem Magnolia	Magnolia grandiflora 'Little Gem'
Mexican Buckeye ¹	Ungnadia speciosa
Mexican Plum ¹	Prunus mexicana
Mexican Redbud ¹	Cercis canadensis var. mexicana
Possumhaw Holly (aka Deciduous Yaupon Holly) ¹	Ilex decidua
Prairie Flameleaf Sumac ¹	Rhus lanceolata
Red Buckeye ¹	Aesculus pavia
Roughleaf Dogwood ¹	Cornus drummondii
Rusty Blackhaw Viburnum ¹	Viburnum rufidulum
Texas Buckeye ¹	Aesculus arguta/glabra
Texas Mountain Laurel ¹	Sophora secundiflora
Texas Persimmon ¹	Diospyros texana
Texas Redbud ¹	Cercis canadensis var. texensis
Thornless Common Honeylocust ¹	Gleditsia triacanthos var. inermis
Wax Myrtle ¹	Myrica cerifera
Western Soapberry ¹	Sapindus drummondii

¹ 1 = Native species, which is preferred but not required.

Approved Shrub Plant Materials

Shrubs	
Common Name	Scientific name
Agarita*	<i>Berberis trifoliolata</i>
American Beautyberry*	<i>Callicarpa americana</i>
Apache Plume*	<i>Fallugia paradox</i>
Aromatic Sumac*	<i>Rhus aromatica</i>
Coralberry*	<i>Symphoricarpos orbiculatus</i>
Dwarf Wax Myrtle*	<i>Myrica pusilla</i>
Dwarf Yaupon Holly*	<i>Ilex vomitoria 'Nana'</i>
Evergreen Sumac*	<i>Rhus virens</i>
Flame Acanthus*	<i>Anisacanthus quadrifidus</i>
Flowering Quince	<i>Chaenomeles japonica</i>
Fragrant Mimosa*	<i>Mimosa borealis</i>
Indian Hawthorn	<i>Rhaphiolepis indica</i>
Lindheimer Nolina*	<i>Nolina lindheimeri</i>
Tam Juniper	<i>Juniperus sabina 'Tamariscifolia'</i>
Texas Nolina*	<i>Nolina texana</i>
Turks Cap*	<i>Malvaviscus drummondii</i>

* = Native species, which is preferred but not required.