

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the “Agreement”) is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation of Denton County, Texas, duly acting by and through its City Manager, (hereinafter referred to as “City”); and BSC Charles & Elm, LLC, a Texas Limited Liability Corporation (hereinafter referred to as “Owner”) (hereinafter collectively referred to as the “Parties”).

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code ("Statute"), the City adopted an Economic Incentive Policy for making economic development incentives and grants on June 5, 2023 ("the Policy Statement"); and

WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing economic development agreements to be entered into by the City as contemplated by the Statute; and

WHEREAS, in order to maintain and/or enhance the commercial, economic, and employment base of the Lewisville area to the long-term interest and benefit of the City, in accordance with said Statute, the City desires to enter into this Agreement; and

WHEREAS, on the ____ day of _____, 2025, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to the Statute; and

WHEREAS, the City seeks to enhance the economic vitality and appeal of Old Town Lewisville as a premier local and regional destination for business, dining, and entertainment; and

WHEREAS, the City aims to promote the revitalization of Old Town properties by encouraging improvements to commercial facades, thereby supporting the growth of office spaces, hospitality, food service, retail, and entertainment establishments; and

WHEREAS, the City recognizes that enhancing the visual and structural appeal of office spaces contributes to the overall economic development of Old Town and fosters a thriving business environment.; and

WHEREAS, Owner currently owns property at 189 Elm Street and 120 S. Charles Street in Lewisville, Texas (the “Property”), further described in Attachment “A”, including seven suites located thereupon (the “Buildings”); and

WHEREAS, the City desires to see the Property improved in a manner that is visually compatible with other structures in Old Town Lewisville, thus enhancing the overall aesthetic

appeal and economic vitality of the area; and

WHEREAS, the Owner agrees to improve the façade of the Buildings in a manner consistent with the Construction Plans (hereinafter defined and attached as Attachment “B”) and install new landscaping on the Property as shown in Attachment “B”; and

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to the Owner for improving the façades of the Buildings in a manner that is beneficial to the City and its residents; and

WHEREAS, the City finds that the administration of an economic development agreement to provide partial reimbursement to the Owner in return for the improvement of the façades of the Buildings would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose; and

WHEREAS, the City has determined that this Agreement contains sufficient controls to ensure that the above-mentioned public purposes are carried out in all transactions involving the use of public funds and resources in the establishment and administration of the Agreement; and

NOW THEREFORE, the City, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the enhancement of Old Town Lewisville both aesthetically and as a destination for lodging, dining, and entertainment, which contributes to the economic development of the City and the enhancement of the tax base in the City, the Parties hereto do mutually agree as follows:

ARTICLE I TERM

This term of this Agreement (“Term”) shall commence on the date this Agreement is executed by both Parties (“Effective Date”) and shall continue in effect until, and include, the date of final disbursement of the grant provided by this Agreement (as set forth in Article IV of this Agreement), subject to, and in accordance with, the terms and conditions of this Agreement, unless sooner terminated in accordance with the termination provisions in this Agreement.

ARTICLE II DEFINITIONS

2.1 Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“**Agreement**” has the meaning set forth in the introductory paragraph of this document.

“**Buildings**” shall have the meaning set forth in the introductory paragraphs of this Agreement.

“**City**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Construction Costs**” shall mean the actual expenses of the Façade Improvements, including, but not limited to: hard construction, construction equipment charges, and the costs of construction materials and the delivery thereof.

“**Construction Plans**” shall mean a City-approved construction plan and elevations for the Façade Improvements, attached hereto as Attachment “B”.

“**Effective Date**” shall have the meaning given in Article I of this Agreement.

“**Event of Bankruptcy**” means that the Owner becomes insolvent or bankrupt, has a receiver or trustee appointed for any part of its property, makes an assignment for the benefit of its creditors, or any proceeding is commenced either by the Owner or against it under any bankruptcy or insolvency laws, which proceeding is not dismissed within sixty (60) days.

“**Façade Improvement Grant**” shall have the meaning set forth in Article IV.

“**Façade Improvements**” shall mean the construction, renovation, and/or installation of landscaping, signage, paint, new roofing, paint, windows, and doors on the Buildings, as outlined and shown in Attachment “B”.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of the Owner created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Owner), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Owner and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Owner gives reasonable notice of the

event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

“Owner” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Proof of Payment” shall mean adequate documentation to demonstrate that Construction Costs have been paid by the Owner, and shall include copies of cleared checks or credit card or bank statements, attached to contractor invoices signed and dated by both the Owner and the contractor, or equivalent documentation as agreed to by the City. The City shall have the right to reject any Proof of Payment it reasonably deems inadequate.

“Property” shall have the meaning set forth in the introductory paragraphs of this Agreement.

“Public Access Easement” shall have the meaning set forth in section 5.1 of this Agreement.

“Substantial Completion” shall mean the determination by the City that the Façade Improvements have been completed as substantially in accordance with the Construction Plans, following inspection by the City and the issuance of a certificate of occupancy by the City for the Façade Improvements.

“Term” shall have the meaning set forth in Article I of this Agreement.

ARTICLE III GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, Owner shall commence with the construction, repair, or installation of the Façade Improvements as shown in the Construction Plans (Attachment “B”) on the Property. Substantial Completion shall be reached by a date no later than twelve (12) months following the Effective Date.

3.1.2 If the Substantial Completion is not reached within twelve (12) months from the Effective Date and the failure is due to Force Majeure or the City Manager, in her sole and absolute discretion, determines that substantial progress has been made toward Substantial Completion, additional time to complete the Façade Improvements in order to reach Substantial Completion may be granted by the City Manager, at her sole and absolute

discretion, for a period or periods not to exceed a total of twelve (12) months after the deadline set forth in this subsection.

3.1.3 Failure to reach Substantial Completion by the deadline as it may be extended pursuant to section 3.1.2 shall constitute a material breach of this Agreement.

3.4 During the Term of this Agreement, Owner shall be subject to all applicable City taxation not specifically abated or exempted, including but not limited to, any applicable sales tax and ad valorem taxation on land, inventory and supplies. The Owner shall pay all applicable taxes in accordance with state and local regulations.

ARTICLE IV ECONOMIC DEVELOPMENT INCENTIVES

4.1 Façade Improvement Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide to Owner a one-time economic development grant in an amount equal to up to fifty percent (50%) of the Construction Costs for the Façade Improvements (the “Façade Improvement Grant”), which shall not exceed one hundred twenty thousand dollars (\$120,000.00). In no case shall the Façade Improvement Grant exceed the actual Construction Costs for the Façade Improvements.

4.2. Disbursement of Façade Improvement Grant. Upon Substantial Completion, the Owner shall submit a written request for payment of the Façade Improvement Grant, along with Proof of Payment, to the City’s Office of Economic Development.

4.3.1 If the dedication of the Public Access Easement as set forth in section 5.1, below, is complete on the date that the written request for payment is submitted, then, subject to the terms and conditions of this Agreement, Owner shall be eligible to receive 100% of the Façade Improvement Grant at that time.

4.3.2 If the dedication of the Public Access Easement as set forth in section 5.1, below, is not complete on the date that the written request for payment is submitted, then, subject to the terms and conditions of this Agreement, Owner shall be eligible to receive 50% of the Façade Improvement Grant at that time, and may submit a written request for payment of the remaining 50% of the Façade Improvement Grant upon dedication of the Public Access Easement. Nothing in this section shall extend the date by which the Public Access Easement must be dedicated pursuant to section 5.1, below.

A payment request with attached Proof of Payment shall be submitted no later than forty-five (45) days after the date of Substantial Completion. **Failure to timely submit**

such request may cause delay or denial of payment of the Grants at the City's sole discretion.

4.3.1 If Proof of Payment presented by the Owner is reasonably deemed inadequate by the City, the Company shall have until either ten (10) business days after written notice from the City or forty-five (45) days after Substantial Completion, whichever is later, to cure, or the submitted payment request shall not be accepted, and the grant for which inadequate Proof of Payment was submitted shall not be paid.

4.3.2 The Façade Improvement Grant shall be paid by the City within thirty (30) days after the Owner submits the Owner's payment request with attached adequate Proof of Payment for the Construction Costs.

4.3.4 At the time the payment request is submitted, the Owner shall submit a signed Payment Certification Statement (attached hereto as Attachment "C") and documentation of the certificate of occupancy issued for the Property, including the Façade Improvements.

ARTICLE V AGREEMENT CONDITIONS

5.1 Dedication of Public Access Easement. By a date no later than twelve (12) months following the Effective Date, the Owner shall dedicate by plat an approximately 17.5-foot wide public access easement to the City along the north property line of the Property as generally described and shown in Attachment "D", attached hereto (the "Public Access Easement").

5.1.1 The Owner shall provide a final metes and bounds description of the Public Access Easement no later than sixty (60) days before the deadline set forth in this subsection, as it may be extended as set forth in subsection 5.1.2. The City Manager is authorized to (a) review and approve, at her sole and absolute discretion, the final metes and bounds description; and (b) replace the existing Attachment "D" with such document upon approval. If the Owner does not provide a final metes and bounds description of the Public Access Easement that the City Manager will approve before the deadline set forth in this subsection, as it may be extended as set forth in subsection 5.1.2, such failure shall be considered a breach of this Agreement.

5.1.2 Additional time to complete the dedication of the Public Access Easement may be granted by the City Manager, at her sole and absolute discretion, for a period or periods not to exceed a total of twelve (12) months after the deadline set forth in this subsection.

5.2 Employment of Undocumented Workers. During the term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers as defined in Tex. Govt. Code §2264.001. If convicted of a violation under 8 U.S.C. §1324a(f), the Owner shall repay the amount of the grants and any other funds received by the Owner from the City as of the date of such violation not later than one hundred and twenty (120) days after the date the Owner is notified by the City of a violation of this section, plus interest from the date the abatements were paid to the Owner, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be as if it had been accruing from the date the abatement was paid to the Owner until the date the grants are repaid to the City.

ARTICLE VI TERMINATION

6.1 Termination. This Agreement may be terminated upon any one of the following:

- a. By written agreement of the Parties;
- b. Expiration of the Term;
- c. By either of the Parties in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
- d. By City, if Owner suffers an Event of Bankruptcy; and
- e. By the City, if any taxes, assessments or payments owed to the City or the State of Texas by the Owner shall become delinquent and not cured within sixty (60) days after written notice thereof (provided, however, that the Owner retains the right to timely and properly protest and contest any such taxes or assessments); and
- f. By the City, within thirty (30) days of providing written notice, if the Owner is convicted of a violation of 8 U.S.C. §1324a(f) as determined by a court of competent jurisdiction or other competent authority.

6.2 Refund of Façade Improvement Grant.

- a. In the event the Agreement is terminated by the City pursuant to Section

6.1.c., d., or e., the Owner shall be ineligible for further economic development incentives pursuant to this Agreement and shall, within thirty (30) days of written notice of termination, be required to refund all funds received from the City under this Agreement up to the date of termination.

b. In the event the Agreement is terminated by the City pursuant to Section 6.1.f., the Owner shall, within one-hundred twenty (120) days after the date the Owner is notified by the City of a violation, pay to the City the amounts specified in Section 5.3 of this Agreement.

ARTICLE VII MISCELLANEOUS

7.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement cannot be assigned by the Owner unless written permission is first granted in writing by the City Manager or her designee, which consent shall not be unreasonably withheld, so long as the assignee agrees to be bound by all terms and conditions of this Agreement. Any assignment made without the required consent is void.

7.2 It is understood and agreed between the Parties that the Owner, in performing its obligations thereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties.

7.3 The Owner further agrees that the City and its agents and employees shall have reasonable rights of access to the Property during the Term of this Agreement to inspect the Façade Improvements in order to ensure that the Façade Improvements are in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations, and to establish Substantial Completion of the Façade Improvements, provided that with respect to access to the Property under the terms of this Agreement, (i) the City must give the Owner reasonable notice by phone, email or letter of any such inspection, and (ii) a representative of the Owner shall have the right to accompany the agent or employee of the City

who is conducting such inspection, and (iii) the City shall not unreasonably interfere with the operations of Owner or its occupants at the Property.

7.4 The City represents and warrants that the Buildings and Property do not and will not include any property that is owned by a member of the City Council having responsibility for the approval of this Agreement.

7.5 Any notice provided or permitted to be given under this Agreement must be in writing and may be served via email, read receipt requested, by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given by mail shall be deemed delivered three (3) days after the date deposited in the United States' mail. Notice delivered in person shall be effective upon receipt at the address of the addressee. Notice delivered by email will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed. If a party sending an email notice under this Agreement receives a machine-generated message that delivery has failed, for that notice to be valid the sender must no later than ten business days after sending the email message deliver a tangible copy of that notice as otherwise set forth herein. Communication, details, and notices concerning this Agreement shall be directed to the following representatives:

For City by notice to:

City of Lewisville
Attn: Economic Development Director
151 W. Church Street
P.O. Box 299002
Lewisville, Texas 75057
Email: msamples@cityoflewisville.com with copy to
economicdevelopment@cityoflewisville.com

For Owner by notice to:

BSC Charles & Elm, LLC
Attn: Geoff Wescott
2336 Farrington St
Dallas, TX 750207
Email: gwescott@brockettstreetcapital.com

Either Party may change the address to which notices are to be sent by giving the other Party written notice in the manner provided in this paragraph.

7.6 No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

7.7 This Agreement may be modified only by a writing signed by both of the Parties or their duly authorized agents.

7.8 Venue for any litigation arising from this Agreement shall lie in Denton County, Texas.

7.9 THE OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY OWNER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE OWNER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE OWNER'S LIABILITY. THE

PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

7.10 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

7.11 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. In lieu of each invalid, illegal or unenforceable provision, there shall be added a new provision by written agreement of the Parties as similar in terms to such invalid, illegal or unenforceable provision as may be possible and yet be valid, legal and enforceable.

7.12 Whenever the context requires, all words herein shall be deemed to include the male, female, and neuter gender, singular words shall include the plural, and vice versa.

7.13 This Agreement was authorized by action of the City Council, authorizing the City Manager to execute the Agreement on behalf of the City.

7.14 Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

(SIGNATURE PAGE FOLLOWS)

DATED this the _____ day of _____, 2025.

CITY OF LEWISVILLE, TEXAS

Claire Powell, City Manager

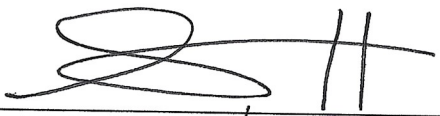
ATTEST:

Jennifer Malone, Acting City Secretary

APPROVED TO FORM:

Lizbeth Plaster, City Attorney

OWNER:
BSC Charles & Elm, a Texas Limited Liability Corporation

By: 
Name: Geoff Wescott, Vice President

ATTACHMENT A

Legal Description:

TRACT 1

Being a 0.470 acre tract of land situated in the J.W. King Survey, Abstract No. 696 in the City of Lewisville, Denton County, Texas, being that same tract of land described to William H. Klenzendorf by deed recorded in Document No. 2000-12754 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000150630):

BEGINNING at a 1/2 inch rebar found for the southernmost Southwest corner of a tract of land described as "Tract I" to Victor Ballas by deed recorded in Document No. 2014-31544 of the Deed Records of Denton County, Texas, same being the Southeast corner of said Klenzendorf tract, and lying on the North right-of-way line of Elm Street (60 foot right-of-way);

THENCE South 89 Degrees 41 Minutes 17 Seconds West, with the North right-of-way line of said Elm Street, a distance of 150.07 feet to a point for the Southwest corner of said Klenzendorf tract at the intersection of the North right-of-way line of said Elm Street with the East right-of-way line of S. Charles Street (60 foot right-of-way);

THENCE North 00 Degrees 55 Minutes 56 Seconds West, with the East right-of-way line of said S. Charles Street, a distance of 132.12 feet to a point for the Southwest corner of a tract of land described as "Tract II" to Victor Ballas by said deed recorded in Document No. 2014-21544, same being the Northwest corner of said Klenzendorf tract;

THENCE North 89 Degrees 24 Minutes 22 Seconds East, departing the East right-of-way line of said S. Charles Street and with the South line of said "Tract II" and the westernmost South line of said "Tract I", a distance of 149.98 feet to an "X" found in concrete for the Northeast corner of said Klenzendorf tract, same being an interior "ell" corner of said "Tract I";

THENCE with the East boundary lines of said Klenzendorf tract and the southernmost West lines of said "Tract I", the following courses and distances:

South 00 Degrees 58 Minutes 11 Seconds East, a distance of 19.53 feet to a 1/2 inch rebar found for corner;

North 88 Degrees 55 Minutes 08 Seconds East, a distance of 5.30 feet to a 1/2 inch rebar found for corner;

South 01 Degrees 04 Minutes 52 Seconds East, a distance of 110.00 feet to a point for corner, from which a 1/2 inch rebar found bears South 22 Degrees 45 Minutes

East, a distance of 0.4';

South 88 Degrees 55 Minutes 08 Seconds West, a distance of 5.51 feet to a 1/2 inch rebar found for corner;

THENCE South 00 Degrees 58 Minutes 11 Seconds East, a distance of 3.32 feet to the POINT OF BEGINNING and containing 20,470 square feet or 0.470 acres of land, more or less.

ATTACHMENT B
Construction Plans and Elevation

Charles & Elm Acquisition Analysis
Capital Expenditure Budget



Capital Budget [Parcel Sales]	Vendor	Unit	\$/Ft	Total Price	\$ NRSF
Sign	Texas Custom	2	\$2,500	\$ 5,000	\$0.78
Paint	Crowley Paint	1	\$22,000	\$ 22,000	\$3.41
Windows	Bar T Windows	52	\$1,056	\$ 54,890	\$8.52
Landscaping	Superscapes	1	\$54,125	\$ 54,125	\$8.40
Doors	BJ Glass	7	\$5,452	\$ 38,164	\$5.92
Roof	BRM Roofing	6,444	\$8.30	\$ 53,492	\$8.30
Total				\$227,671	\$35.3

Charles & Elm Renderings







ATTACHMENT C
CITY OF LEWISVILLE
OFFICE OF ECONOMIC DEVELOPMENT
PAYMENT CERTIFICATION STATEMENT

I, _____, as Owner of the property at 189 Elm Street and 120 Charles Street, Lewisville, Texas and party to the Economic Development Agreement set forth between the City of Lewisville and BSC Charles & Elm, a Texas Limited Liability Corporation do certify that the attached approved charges were incurred solely for the purposes of renovations in accordance with the attached Agreement and that the charges are true and correct to the best of my knowledge.

Signed:

Geoff Wescott

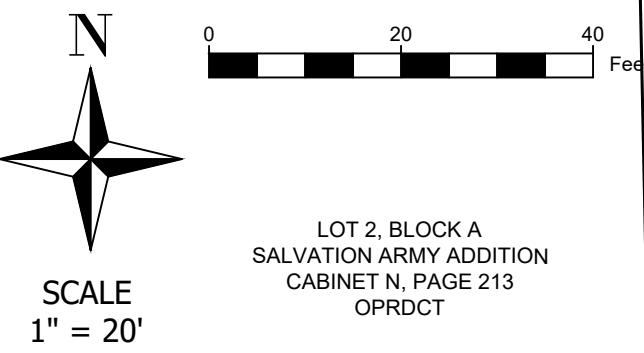
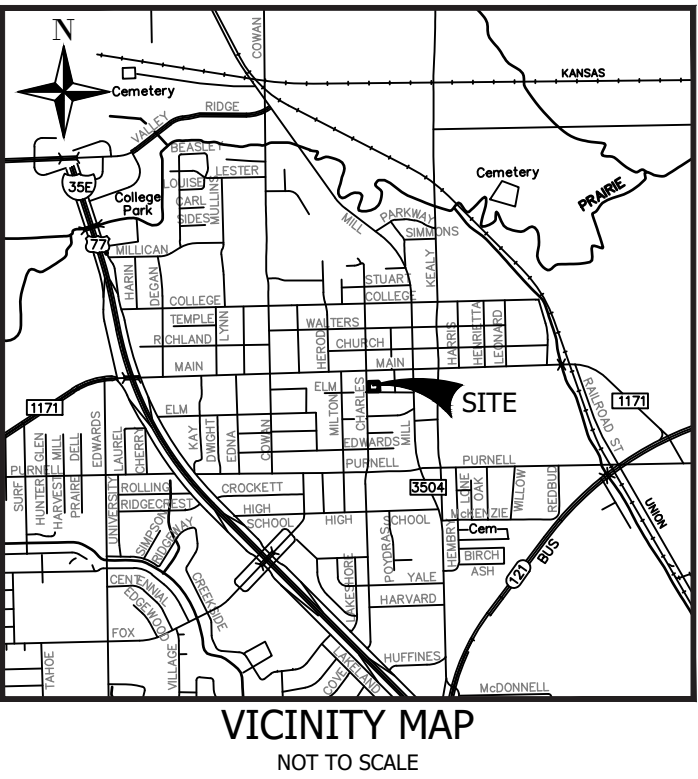
Date:

Contact Information: Geoff Wescott

Phone: 214.663.7882

Address: PO Box 155 Lewisville, TX 75067

ATTACHMENT D
Public Access Easement Description



NOTES

1. Grid Bearings based on the Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone 4202 from GPS observations using the RTK Cooperative Network.

2. According to graphical plotting of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Panel 565 of 750, Map Numbers 48121C0565G, Map Revised Date: April 18, 2011, the subject property is located in:

Zone "X" (Unshaded) defined as - Areas determined to be outside of the 0.2% annual chance floodplain.

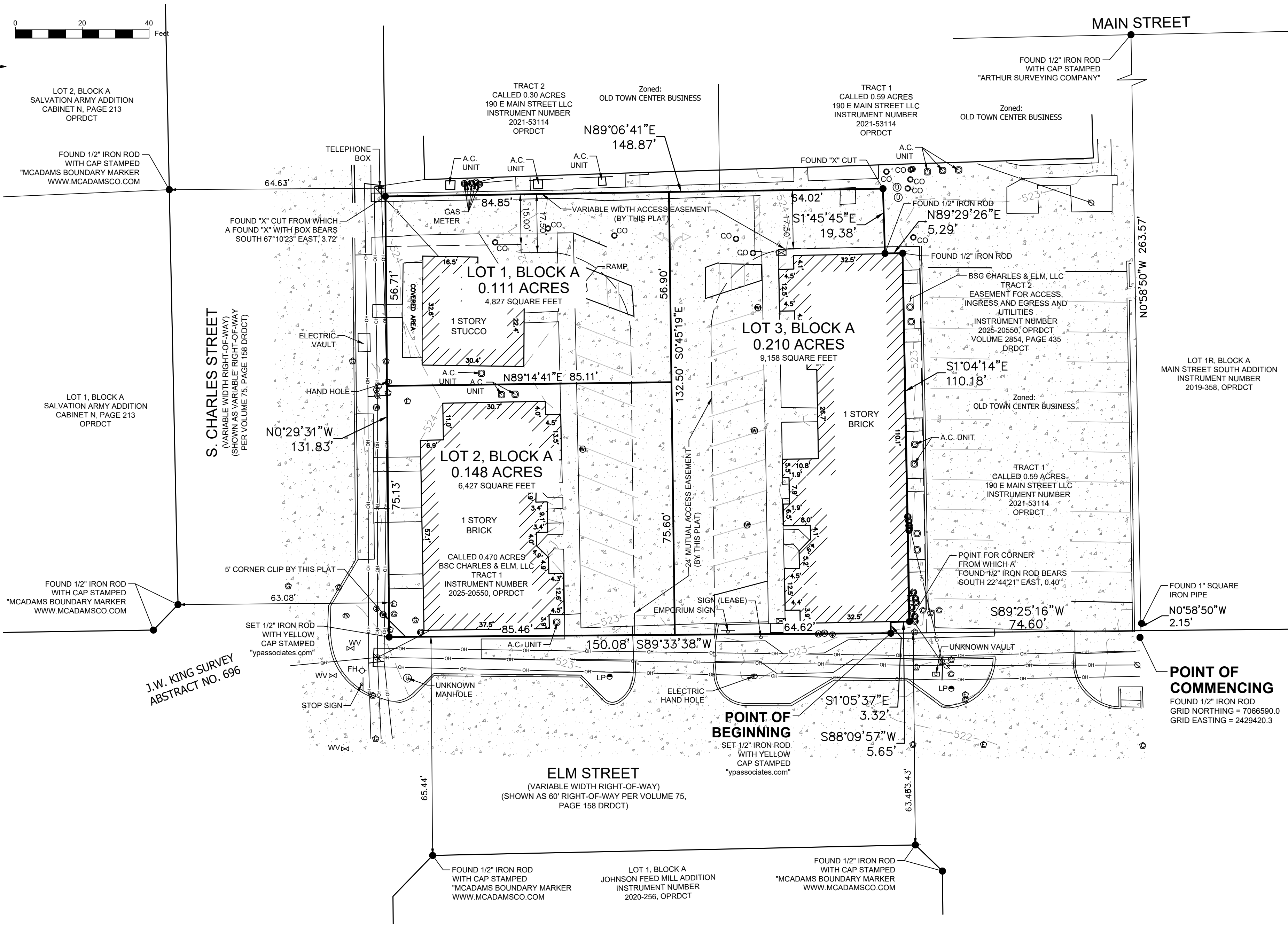
This statement does not reflect any type of flood study by this firm.

3. Initial Submittal Date: 4/10/2025

Plan Summary Table

Zoned: OLD TOWN CENTER BUSINESS
Total Acreage: 0.469 ACRES
Number of Lots: 3
Number of Phases: 1

LEGEND	
SYMBOL	DESCRIPTION
OPRDC	OFFICIAL PUBLIC RECORDS DENTON COUNTY TEXAS
SIR	SET IRON ROD WITH YELLOW CAP STAMPED "ypassociates.com"
FIR	FOUND IRON ROD WITH YELLOW CAP STAMPED "ypassociates.com"
BL	BUILDING LINE
UE	UTILITY EASEMENT
BTP	BY THIS PLAT
L =	ARC LENGTH
AC.	ACRES
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING



SURVEYOR'S CERTIFICATE

THAT, I, DESIRÉE L. HURST, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Lewisville, Texas.

Desirée L. Hurst
Registered Professional Land Surveyor No. 6230

STATE OF TEXAS ~
COUNTY OF TARRANT~

Before Me, the undersigned authority, on this day personally appeared Desirée L. Hurst known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 20__.

Notary Public in an for the State of Texas

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

APPROVED FOR PREPARATION OF FINAL PLAT

MaryEllen Miksa, PZ Chair, Planning and Zoning Commission

Date

OWNER/DEVELOPER:

BSC CHARLES & ELM, LLC
P.O. BOX 155
LEWISVILLE, TX 75067

SURVEYOR:

YAZEL PEEBLES & ASSOCIATES LLC
PO BOX 210097
BEDFORD, TX 76095
PHONE: 682.233.2030

YAZEL PEEBLES & ASSOCIATES LLC

P.O. Box 210097
Bedford, TX 76095

817.268.3316

ypassociates.com
info@ypassociates.com

2025-215-001

APRIL 3, 2025

PAGE 1 OF 1

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, BSC CHARLES & ELM, LLC, are the owners of a 0.469 acre tract of land situated in the J.W. King Survey, Abstract Number 696, located in the City of Lewisville, Denton County, Texas, being all of a called 0.470 acre tract of land described in Special Warranty Deed with Vendor's Lien to BSC Charles & Elm, LLC, recorded in Instrument Number 2025-20550, Official Public Records, Denton County, Texas (OPRDC), said 0.469 acre tract as determined from a survey by Desirée L. Hurst, RPLS 6230 on April 03, 2025, (ground distances are expressed in US survey feet using a project combined scale factor of 1.000150630) being more particularly described as follows:

COMMENCING at a found 1/2" iron rod having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone Grid Coordinates of Northing 7066590.0 and Easting 2429420.3, at the southeast corner of a called 0.59 acre tract of land described as Tract 1 in Special Warranty Deed with Vendor's Lien to 190 E Main Street, LLC, recorded in Instrument Number 2021-53114, OPRDC, and being on the north right-of-way line of Elm Street;

THENCE South 89 degrees 25 minutes 16 seconds West (Grid Bearings based on said Texas Coordinate System), with the north right-of-way line of said Elm Street and the easternmost south line of said Tract 1, a distance of 74.60 feet to a set 1/2" iron rod with yellow cap stamped "ypassociates.com", being the southwest corner of said Tract 1, the southeast corner of said BSC Charles & Elm, LLC tract, and being the POINT OF BEGINNING of the herein described tract;

THENCE South 89 degrees 33 minutes 38 seconds West, continuing with the north right-of-way line of said Elm Street and with the south line of said BSC Charles & Elm, LLC tract, a distance of 150.08 feet to a found "x" cut at the northwest corner of said BSC Charles & Elm, LLC tract and the southwest corner of a called 0.30 acre tract of land described as Tract 2 in said Special Warranty Deed with Vendor's Lien to 190 E Main Street, LLC, from which a found "x" with box cut bears South 67 degrees 10 minutes 23 seconds East, a distance of 3.72 feet;

THENCE North 00 degrees 29 minutes 31 seconds West, with the east right-of-way line of said S. Charles Street and the west line of said BSC Charles & Elm, LLC tract, a distance of 131.83 feet to a found "x" cut at the northwest corner of said BSC Charles & Elm, LLC tract and the southwest corner of a called 0.30 acre tract of land described as Tract 2 in said Special Warranty Deed with Vendor's Lien to 190 E Main Street, LLC, from which a found "x" with box cut bears South 67 degrees 10 minutes 23 seconds East, a distance of 3.72 feet;

THENCE North 89 degrees 06 minutes 41 seconds East, with the north line of said BSC Charles & Elm, LLC Tract, the south line of said Tract 2, and the westernmost south line of said Tract 1, a distance of 146.87 feet to a found "x" cut at the northeast corner of said BSC Charles & Elm, LLC tract and at an inner ell corner of said Tract 1;

THENCE with the east line of said BSC Charles & Elm, LLC tract and the southernmost west line of said Tract 1 the following (5) five calls:

- South 01 degrees 45 minutes 45 seconds East, a distance of 19.38 feet to a found 1/2" iron rod;
- North 89 degrees 29 minutes 26 seconds East, a distance of 5.29 feet to a found 1/2" iron rod;
- South 01 degrees 04 minutes 14 seconds East, a distance of 110.18 feet to a point for corner from which found 1/2" iron rod bears South 22 degrees 44 minutes 21 seconds East, a distance of 0.40 feet;
- South 88 degrees 09 minutes 57 seconds West, a distance of 5.65 feet to a found 1/2" iron rod;
- South 01 degrees 05 minutes 37 seconds East, a distance of 3.32 feet to the POINT OF BEGINNING and containing 0.469 acres, or 20,412 square feet of land, more or less.

STATE OF TEXAS §

COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, BSC CHARLES & ELM, LLC, does hereby adopt this plat designating the hereon above described property as Lot 1, Lot 2 and Lot 3, Block A, BSC ADDITION, an addition to Denton County, City of Lewisville, Denton County, Texas and does hereby dedicate to the public use forever the streets and alleys shown hereon; and does hereby dedicate the easements shown on the plat for mutual use and accommodation of the City of Lewisville, and all public utilities desiring to use, or using same. No buildings, fences, trees, shrubs, signs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. The City of Lewisville and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements, and the City of Lewisville and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easement strips for the purposes of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. A blanket easement of a five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes, street lights, manholes and clean outs) is hereby granted to the City of Lewisville for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances. Water main and wastewater easements shall also include additional areas of working space for construction and maintenance of the systems.

We do further dedicate, subject to the exceptions and reservations set forth hereinafter, to the public use forever, all public use spaces shown on the face of the plat.
All lots in the subdivision shall be sold and developed subject to the building lines shown on the plat. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Lewisville, Texas.

In witness wherefore, I have set my hand this the ____ day of _____, 2025.

BSC CHARLES & ELM, LLC
Texas Limited Liability Company

By: _____

Title: _____

STATE OF TEXAS

COUNTY OF _____

Before Me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2025.

Notary Public in an for the State of Texas

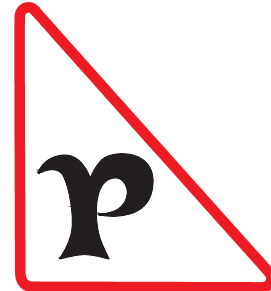
PRELIMINARY PLAT BSC ADDITION LOT 1-3, BLOCK A 0.469 ACRES

ZONING : OTC - OLD TOWN CENTER BUSINESS

SITUATED IN THE J.W. KING SURVEY

ABSTRACT NUMBER 696

CITY OF LEWISVILLE, DENTON COUNTY, TEXAS



YAZEL PEEBLES & ASSOCIATES LLC

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2025-215-001

APRIL 3, 2025

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