

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“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 (“City”); and CC Hwy 121 Lewisville LLC, a Delaware limited liability company, duly acting by and through its Authorized Signatory, Spence Miller (“Developer”) (collectively, “Parties”).

WITNESSETH:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Statute"), the City adopted an Economic Incentive Policy for making economic development incentives and grants on June 5, 2023 (hereinafter referred to as "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 _____, 2024, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to the Statute; and

WHEREAS, the Developer owns the property located at 1910 E State Highway 121 and 1914 E SH 121 in the city of Lewisville, Texas, as more fully described in Attachment “A” attached hereto and made a part hereof (the “Property”); and

WHEREAS, Developer intends to develop a multi-family development with live-work units consisting of the Improvements, as hereinafter defined, and other developments as necessary on the site to support the Improvements (the “Project”); and

WHEREAS, the City desires to provide, pursuant to the Statute, incentives to the Developer to make a minimum investment in the Project and otherwise develop the Project in accordance with the terms and conditions outlined herein; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to the Statute; and

WHEREAS, the City finds that entering into this Agreement for construction of the Project promotes local economic development by providing for environmental cleanup on the Property,

making it prime for development, and by providing new housing and jobs related to the construction activities in developing the Project; and stimulating business and commercial activity within the City by increasing the population of the City to support the City's business community while also providing a local workforce for Lewisville businesses, and would directly accomplish 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.

NOW THEREFORE, the City, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties hereto do mutually agree as follows:

ARTICLE I TERM

This Agreement shall be effective on the date that this Agreement is executed by the Parties ("Effective Date") and shall continue until the date that each of the obligations of the Parties hereto has been satisfied; provided, however, this Agreement may terminate earlier in accordance with the provisions of this Agreement ("Term").

ARTICLE II DEFINITIONS

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

"Agreement" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Building Permit Fees" shall mean all fees collected by the City for the Project at the time of building permit which are paid by or on behalf of the Developer.

"Building Permit Fee Waiver" shall have the meaning set forth in section 4.1.2 of this Agreement.

"Capital Investment" shall mean the amount of money invested by the Developer in improvements on the Property prior to the date of Substantial Completion (hereinafter defined).

"City" shall have the meaning set forth in the introductory paragraph of this Agreement.

“**City Code**” shall mean the City of Lewisville Code of Ordinances, including the City’s Unified Development Code.

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

“**Effective Date**” shall mean that point in time established in Article I of this Agreement.

“**Environmental Remediation**” shall mean the environmental remediation of the Property in order to develop the Project thereupon, in accordance with applicable state, local, and federal law, including but not limited to Texas Commission on Environmental Quality requirements.

“**Event of Bankruptcy**” shall mean the dissolution or termination of the Developer’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of the Developer 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 Developer), 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 Developer and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Developer gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

“**Impact Fee Grant**” shall have the meaning set forth in section 4.2 of this Agreement.

“**Impact Fees**” shall mean water and sanitary sewer impact fees, also known as capital recovery fees.

“**Improvements**” shall mean a 251-unit, 4-story multi-family residential building on the Property with flexible live/work units (as defined in the Planned Development Ordinance, hereinafter defined) on a portion of the ground floor facing State Highway 121 Business, and

other ancillary facilities such as required parking and landscaping, as applicable, as more fully described in the site plan attached hereto as Attachment “B” and in the submittals filed with the City. The Improvements shall be constructed in accordance with the Planned Development Ordinance (hereinafter defined).

“**Minimum Investment Requirement**” shall have the meaning set forth in section 5.1 of this Agreement.

“**Park Development Fee Waiver**” shall have the meaning set forth in section 4.1 of this Agreement.

“**Planned Development Ordinance**” shall mean City of Lewisville Ordinance No. 0595-23-ZON, enacted by the Lewisville City Council on October 2, 2023.

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

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

“**Required Use**” shall mean the use of the Property as a multi-family residential development with flexible live-work units, as defined in the Planned Development Ordinance.

“**RP Tax Grant**” shall have the meaning set forth in section 4.2 of this Agreement.

“**RP Tax Grant Period**” shall have the meaning set forth in section 4.2 of this Agreement.

“**RP Tax Grant Total**” shall have the meaning set forth in section 4.2 of this Agreement.

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

“**Substantial Completion**” shall mean the issuance of a building final or a certificate of occupancy by the City to the Developer for the last unit of the multi-family development which is completed in the Project.

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

“**Underground Detention**” shall mean underground stormwater detention on the Property, to be installed in accordance with an engineering site plan approved by the City.

ARTICLE III

GENERAL PROVISIONS

3.1 Construction of Improvements and Substantial Completion. The Developer shall construct the Improvements and shall reach Substantial Completion no later than two (2) years from the Effective Date.

3.1.1 If, in the reasonable opinion of the City Manager, the Developer has made substantial progress toward Substantial Completion or in the event of Force Majeure, the City Manager may extend the date for Substantial Completion in her sole and absolute discretion.

3.1.2 Subject to an extension provided pursuant to section 3.1.1 above, failure to reach Substantial Completion by the second (2nd) anniversary of the Effective Date shall constitute a breach of this Agreement.

3.2 During the period of the Agreement herein authorized, the Developer shall be subject to all applicable City taxation not specifically abated or exempted by this or another agreement, including but not limited to, sales tax and ad valorem taxation, inventory and supplies.

ARTICLE IV ECONOMIC DEVELOPMENT INCENTIVES

4.1. City Fee Waivers. Subject to the terms and conditions of this Agreement, the City agrees to waive the following fees associated with the construction of the Project:

4.1.1 Park Development Fee Waiver. Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees to waive all park development fees required for the Project by Section X.1.4 of the Unified Development Code (“Park Development Fee Waiver”). Notwithstanding any fee waiver, the Developer must still obtain all permits required by the City Code, including the Unified Development Code, for the Project.

4.1.2 Building Permit Fee Waiver. Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees to waive all Building Permit Fees (“Building Permit Fee Waiver”). Notwithstanding any fee waiver, the Developer must still obtain all permits required by the City Code, including the Unified Development Code, for the Project.

4.2 Grants. Subject to the terms and conditions of this Agreement, the City agrees to provide economic development grants to the Developer as follows:

4.2.1 RP Tax Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees to provide to the Developer an economic development grant in an amount equal to one hundred percent (100%) of the ad valorem property taxes owed and paid to the City by the Developer with respect to any improvements on the Property installed or constructed by or on behalf of the Developer following the Effective Date of this Agreement, up to a maximum disbursement as set forth herein (“RP Tax Grant”).

(a) The total funding disbursed under the RP Tax Grant shall not exceed the lesser of: (1) an amount equal to the actual cost of Environmental Remediation and installation of Underground Detention on the Property, with disbursement caps as set forth herein; or (2) six hundred seventeen thousand seventy-nine dollars (\$617,079.00) (“RP Tax Grant Total”). Under no circumstance shall the funds disbursed under the RP Tax Grant exceed the RP Tax Grant Total. For clarity, property taxes paid on the value of the land included in the Property is not included in the RP Tax Grant calculation.

1. The funding disbursed under the RP Tax Grant based on the actual cost of Environmental Remediation shall not exceed the lesser of the actual cost of Environmental Remediation or \$198,000.00.

2. The funding disbursed under the RP Tax Grant based on the actual cost of the installation of Underground Detention shall not exceed the lesser of the actual cost of installation of Underground Detention or \$419,079.00.

(b) Developer will be paid the RP Tax Grant by the City in accordance with this Agreement on an annual basis subject to the timing and documentation requirements referenced in section 4.2.5, below.

(c) Subject to the terms and conditions of this Agreement, Developer shall be entitled to the RP Tax Grant following the date of Substantial Completion until the RP Tax Grant Total is disbursed (the “RP Tax Grant Period”).

(d) Developer shall pay all applicable taxes on the Property and all improvements therein or thereupon, or ensure that such taxes are paid, in accordance with applicable law.

4.2.4 Impact Fee Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees to provide an economic development grant in an amount equal to one hundred percent (100%) of all Impact Fees for the Project paid by or on behalf of the Developer to the City (“Impact Fee Grant”), subject to the timing referenced in section 4.2.5, below. Notwithstanding any fee grant, the Impact Fees for the Project shall be paid to the City by the Developer as required by the City Code.

4.2.5 Timing of and Required Documentation and Actions for Grants. Developer acknowledges that this Agreement makes an allowance for the grants provided for herein to be paid to Developer subject to the terms and conditions of this Agreement and upon submittal of documents to the City in accordance with this Agreement. **Failure to timely submit the required documentation may delay payment at the City’s discretion.** Any submission

deadlines imposed on Developer in this section may be extended by the City Manager in her sole and absolute discretion. Subject to the terms and conditions of this Agreement, the City agrees that the grants will be paid to Developer within forty-five (45) days of the timely and satisfactory receipt of the below-listed items and the completion of any other actions set forth herein.

(a) RP Tax Grant.

1. Within thirty (30) days of completion of the required Environmental Remediation, Developer shall submit to the City (1) proof of payment for all Environmental Remediation costs; and (2) a letter from an environmental engineer with a Texas Professional Engineer's license certifying that the required Environmental Remediation has been completed.

2. Within thirty (30) days of completion of the required Underground Detention and notification to the City that such improvements have been completed, the City will inspect the Property to ensure that the Underground Detention was installed in accordance with the approved engineering site plan. Should the City Engineer or his designee find that Developer has failed to install the detention in accordance with the approved engineering site plan, such failure shall constitute a breach of this Agreement as set forth in section 6.1.3, below. Within this time period, Developer shall also submit proof of payment for all Underground Detention construction and installation costs.

3. No later than March 30th of each year during the Term following a calendar year during the RP Tax Grant Period, prior to the City's payment of the RP Tax Grant earned during such calendar year, Developer shall submit to the City all of the following: (1) a letter of request for payment; (2) proof of payment of its subject tax liability; and (3) any other documentation or information required by the City.

(b) Impact Fee Grant. Within (30) days following the of payment of the Impact Fees, Developer shall submit to the City all of the following: (1) a letter of request for payment, (2) proof of payment for all Impact Fees, and (3) any other documentation or information required by the City.

ARTICLE V
AGREEMENT CONDITIONS

5.1 Minimum Investment Requirement. Before the date of Substantial Completion, the Developer shall make a Capital Investment of at least forty-nine million dollars (\$49,000,000.00) on the Property (“Minimum Investment Requirement”).

5.2 Required Use Condition. The Property shall not be used for any purpose except the Required Use during the Term of this Agreement following the date of Substantial Completion.

5.3 No Obligation. The City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Developer. None of the City’s obligations with respect to the incentives under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

5.4 Employment of Undocumented Workers. During the term of this Agreement, the Developer 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 Developer shall repay the amount of the grants and any other funds received by the Developer from the City, or fees waived by the City, as of the date of such violation not later than one hundred and twenty (120) days after the date the Developer is notified by the City of a violation of this section, plus interest from the date the grants were paid to the Developer, 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 grants were paid to the Developer until the date the grants are repaid to the City. Pursuant to Section 2264.101(c), TEX. GOV’T CODE, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

ARTICLE VI
TERMINATION

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

6.1.1 By written agreement of the Parties;

6.1.2 By expiration of the Term;

6.1.3 By the City, if the Developer breaches any terms or conditions of this Agreement or is found by the City Manager, in her sole and absolute discretion, to be in violation of the Planned Development Ordinance and such breach or violation is not cured within sixty (60) days after receipt of written notice thereof and the Developer has not commenced curative action within such 60-day period and has not diligently pursued such curative action to a satisfactory completion;

6.1.4 By the City, if the Developer suffers an Event of Bankruptcy;

6.1.5 By the City, if any taxes or fees owed to the City or the State of Texas by the Developer shall become delinquent and payment of delinquent amounts is not made within sixty (60) days after receipt of written notice thereof (provided, however the Developer retains the right to timely and properly protest and contest any such taxes or fees);

6.1.6 By the City, within thirty (30) days of providing written notice, if the Developer is convicted of a violation of 8 U.S.C. §1324a(f) as determined by a court of competent jurisdiction or other competent authority; and

6.1.7 As otherwise stated within this Agreement.

6.2 Refund of Grants, Escrow Funds, or Waived Fees.

6.2.1 In the event the Agreement is terminated by the City pursuant to Section 6.1.3, 6.1.4, 6.1.5, or 6.1.7 of this Article, the Developer shall pay back or pay, within sixty (60) days of receiving written notice from the City, all grant funds received or fees waived under this Agreement.

6.2.2 In the event the Agreement is terminated by the City pursuant to Section 6.1.6, the Developer shall, within one-hundred twenty (120) days after the date the Developer is notified by the City of a violation, pay to the City the amounts specified in Section 5.2 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 Developer unless written permission is first granted by the City Manager, which shall not be unreasonably withheld. Any

assignment without such permission shall be void. Upon assignment, the Developer's assignee must agree to be bound by all terms and conditions of this Agreement.

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

7.3 The Developer further agrees that the City, its agents and employees, shall have reasonable rights of access to the Property to ensure that the construction of the Project is in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations, as well as the continuing right, subject to the Developer's reasonable security requirements, to ensure that the Project is thereafter maintained, operated, and occupied in accordance with all applicable agreements with the City, provided that with respect to matters concerning this Agreement (a) the City must give the Developer reasonable prior telephone or written notice of any such inspection, and (b) a representative of the Developer shall have the right to accompany the agent or employee of the City when conducting such inspection. The notice requirements and right to accompany shall not apply to inspections to ensure compliance with applicable state and local laws and regulations, including any inspection necessary to issue required permits.

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

7.5 Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered three (3) days after the date deposited in the United States' mail:

For the City by notice to:

City of Lewisville
Attn: Director of Economic Development
151 W. Church Street
P.O. Box 299002
Lewisville, Texas 75057

For Developer by notice to:

CC Hwy 121 Lewisville LLC
c/o Chaparral Partners
4925 Greenville Ave, Suite 860
Dallas, TX 75206

Attn: Spence Miller

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

7.6 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. This Agreement may be executed by facsimile transmission or email, in each case, with the same force and effect as originals.

7.7 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, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.8 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.

7.9 THE DEVELOPER 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 DEVELOPER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF DEVELOPER, ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT. 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. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

7.12 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.

7.13 The City represents and warrants to the Developer that this Agreement has been authorized by action of the Lewisville City Council, authorizing the City Manager to execute the Agreement on behalf of the City. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that the individual executing this Agreement on behalf of Developer has been duly authorized to do so. This Agreement shall be binding on and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

7.14 Nothing in this Agreement shall constitute a waiver of the City's governmental immunity.

7.15 This Agreement shall be considered drafted equally by both the City and the Developer.

7.16 Where applicable, pursuant to Texas Government Code Chapter 2271, Developer affirms that execution of this Agreement serves as written verification that Developer: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Developer employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

7.17 Where applicable, pursuant to Texas Government Code Chapter 2274, Developer affirms that execution of this Agreement serves as written verification that Developer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. This section shall not apply if Developer employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274. Any terms used in this section which are defined in Texas Government Code Chapter 2274 shall have the meaning given therein.

7.18 Where applicable, pursuant to Texas Government Code Chapter 2276, Developer affirms that execution of this Agreement serves as written verification that Developer: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement. This section shall not apply if Developer

employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2276.

7.19 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 Developer, 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 Developer; and, neither the City nor its consultants have verified such information.

[SIGNATURE PAGE FOLLOWS]

DATED this the _____ day of _____, 2024.

CITY OF LEWISVILLE, TEXAS

Claire Powell, City Manager

ATTEST:

Thomas Harris III, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

**DEVELOPER:
CC HWY 121 LEWISVILLE LLC**

By:  _____
Name: Spence Miller
Title: Authorized Signatory

ATTACHMENT "A"
Property

METES & BOUNDS DESCRIPTION

BEING an 6.74 acre tract of land in the Samuel M. Haydon Survey, Abstract Number 537, City of Lewisville, Denton County, Texas, being all of that certain tract of land as described in a General Warranty Deed to "1910 E Hwy 121" as recorded in Document Number 2014-99084 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being all of that certain tract of land as described in a Warranty Deed to Texas Junk-In-It, LLC as recorded in Document Number 2005-50924, O.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch capped iron rod set with yellow cap stamped "ADAMS SURVEYING COMPANY LLC" (CIRS) at the southwest corner of said "1910 E Hwy 121" tract, said corner being in the north right-of-way line of Midway Road (a variable width right-of-way), and the southeast corner of Lot 2, Block A of TMT Addition, an addition to the City of Lewisville, Denton County, Texas according to the Plat thereof as recorded in Cabinet L, Page 125 of the Plat Records of Denton County, Texas (P.R.D.C.T.);

THENCE North 00°56'25" West, along the common line of said "1910 E Hwy 121" tract and said Lot 2, passing a CIRS at the common corner of said Lot 2 and Lot 1, Block A of said TMT Addition at a distance of 244.12 feet, and continuing along the common line of said "1910 E Hwy 121" tract and said Lot 1, in all a total distance of 669.82 feet to a CIRS for the common corner of said "1910 E Hwy 121" tract and said Lot 1, in the south right-of-way line of State Highway 121 (Business) (a variable width right-of-way);

THENCE North 81°09'40" East, along the south right-of-way line of said State Highway 121 (Business), passing a 1/2-inch capped iron rod found stamped "BGT" found for the common corner of said "1910 E Hwy 121" tract and said Texas Junk-In-It, LLC tract at a distance of 216.33 feet, and continuing, in all, a total distance of 423.17 feet to a CIRS for the common corner of said Texas Junk-In-It LLC tract and that certain tract of land as described in a Warranty Deed to Hairadin Investment Group, Inc. as recorded in Document Number 2006-106763, O.R.D.C.T.;

THENCE South 00°53'05" East, along the common line of said Texas Junk-In-It, LLC tract and said Hairadin Investment Group, Inc. tract, a distance of 731.37 feet to a CIRS for the common corner of said Texas Junk-In-It LLC tract and said Hairadin Investment Group, Inc. tract, in the north right-of-way line of said Midway Road;

THENCE South 89°31'29" West, along the north right-of-way line of said Midway Road, a distance of 418.46 feet to the POINT OF BEGINNING, containing 6.74 acres of land, more or less.

ATTACHMENT "B"
Site Plan and Elevations



1 BUILDING A ELEVATION - NORTH

SCALE: 1/8"=1'-0"

DATE: 07/28/2023

PROJECT: CP MIDWAY/121

APARTMENTS IN LEWISVILLE, TEXAS



2 BUILDING A ELEVATION - WEST

SCALE: 1/8"=1'-0"

DATE: 07/28/2023

PROJECT: CP MIDWAY/121

APARTMENTS IN LEWISVILLE, TEXAS

<p>NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION</p>	REVISIONS	<p>CP MIDWAY/121</p> <p>APARTMENTS IN LEWISVILLE, TEXAS</p>	EXHIBIT D	<p>HECK ARCHITECTS</p> <p>4995 BIRCH PLAZAWAY ADDISON, TX 75001 214.526.8878</p>	<p>DATE: 07-28-2023</p> <p>PROJECT: 22199</p>	<p>SHEET NUMBER: A4-00</p> <p>BUILDING A ELEVATION</p>
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3 BUILDING A ELEVATION - SOUTH
SCALE: 1/8"=1'-0"

BUILDING MATERIALS	
BRICK	1/2" x 4" x 8" CMU
STONE	1/2" x 4" x 8" CMU
WOOD	1/2" x 4" x 8" CMU



4 BUILDING A ELEVATION - EAST
SCALE: 1/8"=1'-0"

BUILDING MATERIALS	
BRICK	1/2" x 4" x 8" CMU
STONE	1/2" x 4" x 8" CMU
WOOD	1/2" x 4" x 8" CMU

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION	REVISIONS	CP MIDWAY/121 APARTMENTS IN LEWISVILLE, TEXAS	EXHIBIT D	4599 ECKLE PARKWAY ADDISON, TX 75001 214.500.8879	DATE: 07-28-2023 PROJECT: 22189	SHEET NUMBER: A4-01 BUILDING A ELEVATION
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5 BUILDING A ELEVATION - SOUTH

BUILDING A MATERIAL CALCULATION	
MATERIAL	674 SF 34%
STONE	1,178 SF 59%
TOTAL	1,852 SF 100%



6 BUILDING A ELEVATION - WEST

BUILDING A MATERIAL CALCULATION	
MATERIAL	288 SF 24%
STONE	912 SF 76%
TOTAL	1,200 SF 100%

BUILDING A MATERIAL CALCULATION	
MATERIAL	1,048 SF 54%
STONE	884 SF 46%
TOTAL	1,932 SF 100%



7 BUILDING A ELEVATION - SOUTH

BUILDING A MATERIAL CALCULATION	
MATERIAL	674 SF 34%
STONE	1,178 SF 59%
TOTAL	1,852 SF 100%



8 BUILDING A ELEVATION - EAST

<p>NOT FOR REGULATORY APPROVAL, SUBMITTING OR CONSTRUCTION</p>	<p>REVISIONS</p>	<p>CP MIDWAY/121</p> <p>APARTMENTS IN LEWISVILLE, TEXAS</p>	<p>EXHIBIT D</p>	<p>HECK ARCHITECTS</p> <p>4545 BUCK PARKWAY ADDISON, TX 75001 714.500.8870</p>	<p>DATE 07-28-2023</p> <p>PROJECT 22189</p>	<p>SHEET NUMBER A4-02</p> <p>BUILDING A ELEVATION</p>
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1 BUILDING B ELEVATION - EAST
 SCALE: 1/8"=1'-0"

BUILDING B MATERIAL CALCULATION	
BRICK	1,000 SF
STONE	1,000 SF
TOTAL	2,000 SF



2 BUILDING B ELEVATION - NORTH
 SCALE: 1/8"=1'-0"

BUILDING B MATERIAL CALCULATION	
BRICK	800 SF
STONE	1,000 SF
TOTAL	1,800 SF

<p>NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION</p>	<p>REVISIONS</p>	<p>CP MIDWAY/121 APARTMENTS IN LEWISVILLE, TEXAS</p>	<p>EXHIBIT D</p>	<p>HECK ARCHITECTS <small>4155 SUTHERLAND AVENUE, SUITE 1000 LEWISVILLE, TEXAS 75040</small></p>	<p>DATE 07-28-2023 PROJECT 22199</p>	<p>SHEET NUMBER A4-10 BUILDING B ELEVATION</p>
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3 BUILDING B ELEVATION - WEST
SCALE: 1/8"=1'-0"

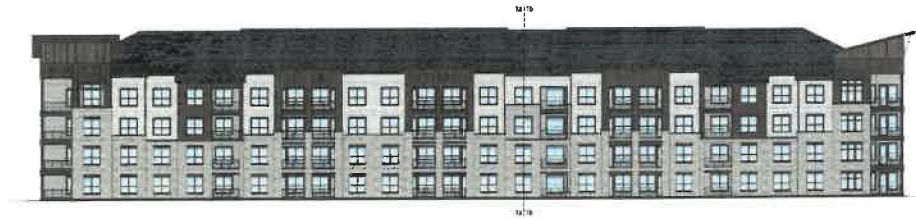
BUILDING B MATERIAL CALCULATION		
W/STAINL	720 SF	10%
STONE	1,000 SF	14%
F.C.P. W/STAIN	1,000 SF	14%
TOTAL	2,720 SF	38%



4 BUILDING B ELEVATION - SOUTH
SCALE: 1/8"=1'-0"

BUILDING B MATERIAL CALCULATION		
W/STAINL	720 SF	10%
STONE	1,000 SF	14%
F.C.P. W/STAIN	1,000 SF	14%
TOTAL	2,720 SF	38%

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		APARTMENTS IN LEWISVILLE, TEXAS	3845 EIGHT MIDWAY ADRIVEN, TX 75004 214.520.8970	PROJECT: 22189	BUILDING B ELEVATION	



1 BUILDING C ELEVATION - SOUTH
SCALE: 1/4"=1'-0"



1a BUILDING C ELEVATION - SOUTH
SCALE: 1/4"=1'-0"

REVISIONS	
1	ISSUED FOR PERMIT
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NOT FOR
REGULATORY APPROVAL,
PERMITTING
OR CONSTRUCTION

REVISIONS

CP MIDWAY/121
APARTMENTS IN LEWISVILLE, TEXAS

EXHIBIT D

HDK
ARCHITECTS
4095 DOWAL PARKWAY ADDISON, TX 75001
214.566.8070

DATE		SHEET NUMBER
07-28-2023	PROJECT	
22199	BUILDING C ELEVATION	

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1 BUILDING C ELEVATION - SOUTH
SCALE: 1/4"=1'-0"



BUILDING C MATERIAL SCHEDULE	
1. EXTERIOR WALL	CONCRETE
2. EXTERIOR WALL	BRICK
3. EXTERIOR WALL	CONCRETE
4. EXTERIOR WALL	CONCRETE
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99. EXTERIOR WALL	CONCRETE
100. EXTERIOR WALL	CONCRETE

1b BUILDING C ELEVATION - SOUTH
SCALE: 1/4"=1'-0"

NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION	REVISIONS	CP MIDWAY/121 APARTMENTS IN LEWISVILLE, TEXAS	EXHIBIT D	HECK ARCHITECTS <small>4536 BECK ROADWAY ANDERSON, TX 76001 714.521.8876</small>	DATE: 07-28-2023 PROJECT: 22199	SHEET NUMBER: A4-21 BUILDING C ELEVATION
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BUILDING C MATERIAL CALCULATION
 MATERIAL: 280 SF 10%
 FINISH: 1,000 SF 30%
 TOTAL: 1,280 SF 40%

2 BUILDING C ELEVATION - EAST
 SCALE: 1/8"=1'-0"



3 BUILDING C ELEVATION - NORTH
 SCALE: 1/8"=1'-0"

BUILDING C MATERIAL CALCULATION
 MATERIAL: 280 SF 10%
 FINISH: 1,000 SF 30%
 TOTAL: 1,280 SF 40%



BUILDING C MATERIAL CALCULATION
 MATERIAL: 280 SF 10%
 FINISH: 1,000 SF 30%
 TOTAL: 1,280 SF 40%

4 BUILDING C ELEVATION - WEST
 SCALE: 1/8"=1'-0"

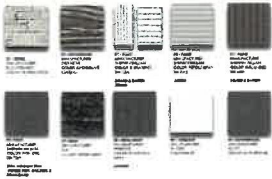
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION	REVISIONS	CP MIDWAY/121 APARTMENTS IN LEWISVILLE, TEXAS	EXHIBIT D	HECK ARCHITECTS <small>4891 DIXIE BLVD. ADDISON, TX 75001 972.507.8874</small>	DATE 07-28-2023	SHEET NUMBER A4-22 BUILDING C ELEVATION
				PROJECT 22199		

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5 BUILDING C ELEVATION
SCALE: 1/8"=1'-0"

BUILDING C INTERNAL CALCULATION	
INTERNAL	400 SF 10%
FLOOR AREAS	400 SF 10%
TOTAL	800 SF 10%



BUILDING C INTERNAL CALCULATION	
INTERNAL	400 SF 10%
FLOOR AREAS	400 SF 10%
TOTAL	800 SF 10%

6 BUILDING C ELEVATION
SCALE: 1/8"=1'-0"

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION	REVISIONS	CP MIDWAY/121 APARTMENTS IN LEWISVILLE, TEXAS	EXHIBIT D	HECK ARCHITECTS <small>4515 BRICE PARKWAY ADDISON, TX 75001 214.482.4878</small>	COPYRIGHT © 2023 ARCHITECTS ALL RIGHTS RESERVED DATE: 07-28-2023 SHEET NUMBER: A4-23 PROJECT: 22199 BUILDING C ELEVATION