

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is entered into by and between the City of Lewisville, Texas, a home rule city, duly acting by and through its City Manager ("City"), and REDevX I, LP ("Developer") (jointly, "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 20, 2016 (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 _____, 2018, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to the Statute;

WHEREAS, the Developer will develop property, defined in Attachment "A" ("Premises"), that is the subject of this Agreement;

WHEREAS, the Developer wishes to develop the Premises as a multifamily residential development known as Old Town Station;

WHEREAS, the Developer desires to enter into this Agreement pursuant to the Statute;

WHEREAS, the City desires to provide, pursuant to the Statute, an incentive to the Developer to develop the Project, as hereinafter defined, on the Premises;

WHEREAS, the Developer agrees to develop the Project in a manner consistent with the development plan as described in Attachment "B" attached hereto and made a part hereof;

WHEREAS, the City finds that entering into this Agreement for construction of the Project on the Premises would promote local economic development by providing new housing and providing jobs related to the construction activities in developing the Project, and stimulate business and commercial activity within the municipality by enabling residents to live in the immediate area of Old Town Lewisville, a focus of business and commercial activity and development in the City, and would directly establish a public purpose; and

WHEREAS, the City has determined that the said 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, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties do mutually agree as follows:

ARTICLE I TERM

1.1 This Agreement shall be effective on the date marked on this Agreement ("Effective Date") and shall continue until the earlier of December 30, 2022 or Substantial Completion, as hereinafter defined, of all portions of the Project as shown in Attachment "B" and disbursement of the Grant, as hereinafter defined, by the City, unless sooner terminated as provided for herein ("Term"). This Agreement terminates automatically on the last day of the twenty-fourth month following the Effective Date if construction has not commenced on the Project.

ARTICLE II DEFINITIONS

2.1 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.

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

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

“**Effective Date**” shall mean the date established in Article I of this Agreement.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of Developer, including without limitation, 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 Developer), fire, explosion or flood, and strikes.

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

“**Premises**” shall have the meaning set forth in the recitals of this Agreement.

“**Project**” shall mean a 363 unit multifamily residential development, other structures and amenities, and landscaping, as well as all public facilities needed to serve the development, including water, sanitary sewer, paving, storm drainage and hike/bike trail improvements, all as described on the development plan shown in Attachment “B.”

“**Substantial Completion**” shall occur upon the issuance of certificates of occupancy for the Project.

“**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, Developer shall commence with the construction of the Project in accordance with Attachment “B”. The total investment in the Project shall be a minimum of \$30,000,000.00. Developer agrees to make documentation available to City to support the minimum investment, upon request. Attachment “B” may be amended only by mutual written consent of the Parties, and such amendment shall be

attached to and incorporated into this Agreement.

3.2 The Project shall reach Substantial Completion by December 30, 2022. In the event of Force Majeure or if, in the reasonable opinion of the City, the Developer has made substantial progress toward completion of the Project, the City may extend the Term of the Agreement at the City's sole discretion.

ARTICLE IV ECONOMIC DEVELOPMENT GRANT AND OTHER INCENTIVES

4.1 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 the water and sanitary sewer impact fees for the Project paid by the Developer to the City ("Grant"). The water and sanitary sewer impact fees for the Project shall be paid to the City by the Developer at the time of issuance of building permit, as required by City ordinance.

4.2 Within thirty (60) days of Substantial Completion, Developer shall request payment of the Grant in a letter addressed to the Director of Economic Development with supporting documents showing the amounts paid for water and sanitary sewer impact fees related to the Project. Any amount owed to the Developer as allowed under the Grant shall be paid within thirty (30) days after the City receives written notice requesting payment and all necessary supporting documentation from the Developer.

4.3 The City shall also waive the following development fees which are directly related to the construction of the Project:

- (a) Park development fees; and
- (b) All fees due at the time of building permit, except for water and sanitary sewer impact fees, Notwithstanding any fee waiver or reimbursement, Developer must still obtain all permits required by City ordinance for the Project.

4.4 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 Grant under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

4.5 The City owns property adjacent to the Project as shown on Attachment "C". For the construction of the phase I improvements as shown on Attachment "B", the City will allow the Developer to use, at no cost to the Developer, the City's property, as shown on Attachment "C", for construction staging.

4.6 The City will construct the College Street improvements which may include landscaping, lighting and parking at City's cost at a time determined by the City. The City will prepare all design and construction documents related to these improvements at the City's sole discretion.

ARTICLE V TERMINATION

- 5.1 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 party in the event the other party breaches any material terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
 - (d) By City, if Developer suffers an Event of Bankruptcy; and
 - (e) By City, if any taxes, assessments or payments owed to the City or the State of Texas by Developer shall become delinquent and not cured within sixty (60) days after written notice thereof (provided, however, that Developer retains the right to timely and properly protest and contest any such taxes or assessments).

5.2 In the event the Agreement is terminated by the City pursuant to Section 5.1(c), (d), or (e), the Developer shall immediately refund to the City an amount equal to the portion of the Grant paid to the Developer and any fees waived by the City under Article IV at the time of termination.

ARTICLE VI MISCELLANEOUS

6.1 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, which consent shall not be unreasonably withheld, so long as the Developer's assignee agrees to be bound by all terms and conditions of this Agreement. Notwithstanding the foregoing, the Developer may assign this Agreement, without the prior written consent of the City, to an entity which holds title to the Premises so long as the Developer or an affiliate of the Developer has an interest in such entity; provided that, the Developer gives the City written notice at least thirty (30) days before Developer intends to make such assignment, and such assignee assumes the obligations and liabilities of the Developer in writing in a form reasonably approved by the City.

6.2 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.

6.3 The Developer further agrees that the City, its agents and employees, shall have reasonable rights of access to the Premises to inspect the Project in order 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 Developer's reasonable security requirements, to inspect the Premises to ensure that the Premises are thereafter maintained, operated, and occupied in accordance with all applicable agreements with the City, provided that with respect to matters concerning this Agreement (i) the City must give the Developer reasonable prior telephone or written notice of any such inspection, and (ii) a representative of the Developer shall have the right to accompany the agent or employee of the City who is conducting such inspection. Notwithstanding the foregoing, the City may not delay the Project when exercising its rights with regard to access as provided for in this Paragraph 6.3.

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

6.5 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 CITY by notice to:

City of Lewisville
Attn: Director of Economic Development
151 W. Church Street
PO Box 299002
Lewisville, Texas 75029

For DEVELOPER by notice to:

Kim or Matthew Lawrence PC
5750 LBJ Freeway Suite 470
Dallas, Texas 75240

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.

6.6 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.

6.7 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 (provided the stricken language is not material to this Agreement).

6.8 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.

6.9 This Agreement was authorized by action of the City Council, authorizing the City Manager or his designee to execute the Agreement on behalf of the City.

6.10 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.

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

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

6.13 DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD 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 THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER, ITS 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.

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

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

DATED this the ____ day of _____, 2018.

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

ATTEST:

Julie Worster, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

DEVELOPER: REDevX I, LP
By its General Partner: REDevX, GP

By: Bradley W. Cook
Bradley W Cook, Manager

ACKNOWLEDGMENT

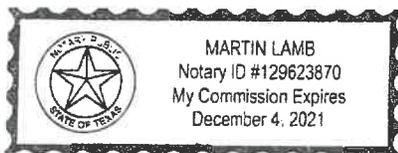
THE STATE OF TEXAS

COUNTY OF Collin

This instrument was acknowledged before me on the 31st day of July, 2018, by Bradley W. Cook, Manager of REDevX, GP, general partner of REDevX I, LP, a Texas Limited Partnership, on behalf of said partnership.

[Signature]

Notary Public, State of Texas



My Commission Expires: Dec 4, 2021

Attachment "A"
Legal Description

Attachment "B"
Development Plan

TABLATIONS

UNIT DATA (GROSS FOOTAGES)

UNIT	TYPE	AREA	QUAN	TOTALS
A	1B/1B	575 SF	98	56,350 SF
A1	1B/1B	575 SF	107	72,225 SF
A2	1B/1B	774 SF	75	59,050 SF
A3	1B/1B	901 SF	49	17,119 SF
B1	2B/2B	1,125 SF	56	63,000 SF
B2	2B/2B	1,260 SF	8	10,080 SF
TOTAL UNIT AREA				276,824 SF
TOTAL UNITS				363 U
AVG. NET UNIT SIZE				762.60 SF

SITE DATA

LAND AREA	8,903 A
DENSITY	40.77 U/A

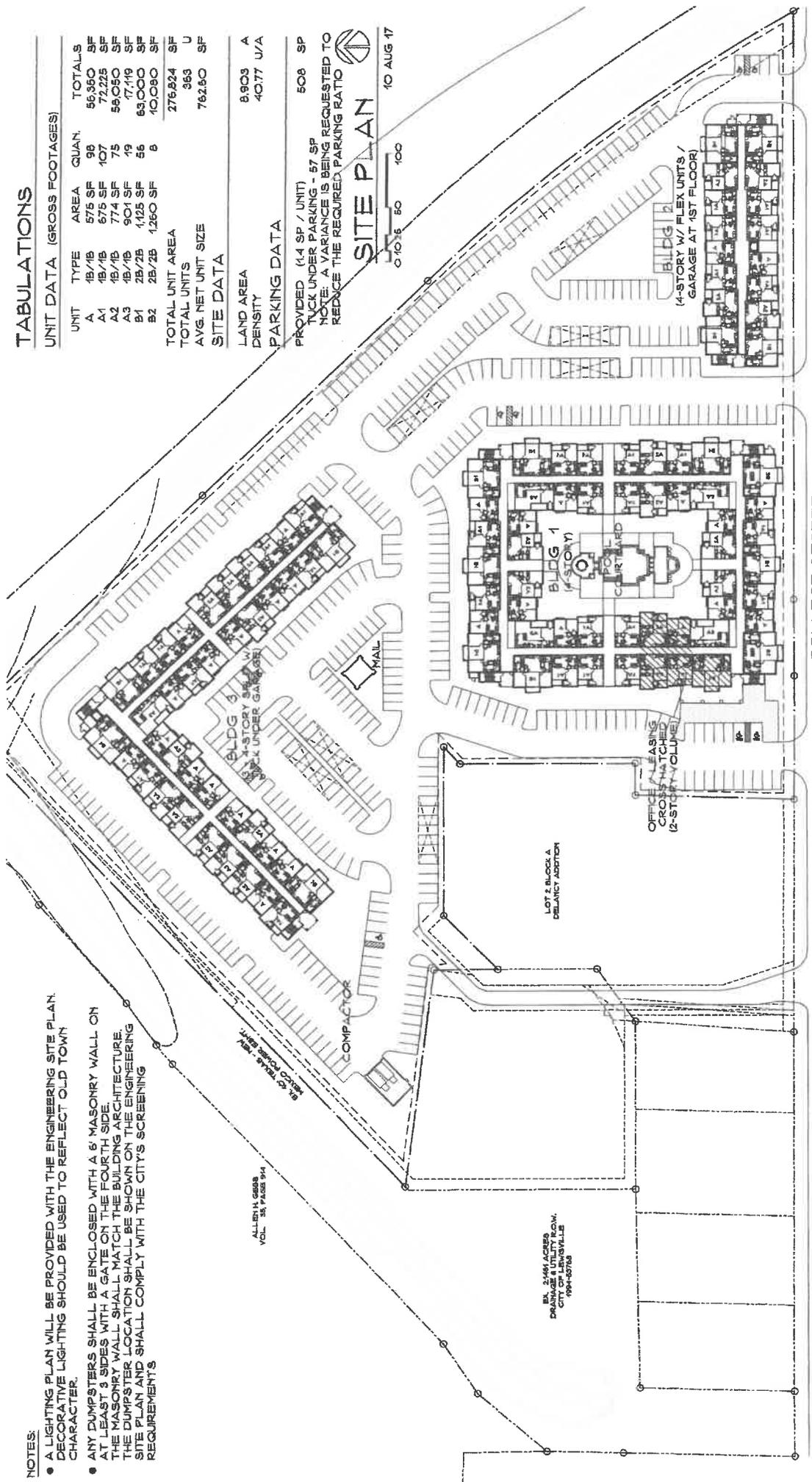
PARKING DATA

PROVIDED (1.4 SP / UNIT)	508 SP
TUCK UNDER PARKING - 57 SP	
NOTE: A VARIANCE IS BEING REQUESTED TO REDUCE THE REQUIRED PARKING RATIO	

SITE PLAN

10 AUG 17

0' 10' 30" 60' 100'



NOTES:

- A LIGHTING PLAN WILL BE PROVIDED WITH THE ENGINEERING SITE PLAN. DECORATIVE LIGHTING SHOULD BE USED TO REFLECT OLD TOWN CHARACTER.
- ANY DUMPSTERS SHALL BE ENCLOSED WITH A 6' MASONRY WALL ON AT LEAST 3 SIDES WITH A GATE ON THE FOURTH SIDE. THE MASONRY WALL SHALL MATCH THE BUILDING ARCHITECTURE. THE DUMPSTER LOCATION SHALL BE SHOWN ON THE ENGINEERING SITE PLAN AND SHALL COMPLY WITH THE CITY'S SCREENING REQUIREMENTS

ALLEN H. 6568
VOL. 35, PAGE 914

EX. 21461 ACRES
DRAINAGE & UTILITY ROOM
1004-8276

OFFICE / LEASING
CROSS MATCHED
(2-STORY VOLUME)

LOT 2 BLOCK A
DELANEY ADDITION

1.462 ACRES
768' 10"

COLLEGE STREET
OLD TOWN STATION
LEWISVILLE, TEXAS

REDevX 1, LP

ARCHITECT:
RICK E. KITTELSON #7022
PRELIMINARY - NOT TO BE USED FOR
REGULATORY APPROVAL, PERMITTING,
OR CONSTRUCTION
DATE: 6 JUN 16

ARCHON CORPORATION
ARCHITECTS / PLANNERS
2929 CARLISLE STREET
SUITE 1300 DALLAS, TX
75204 214/526-0761





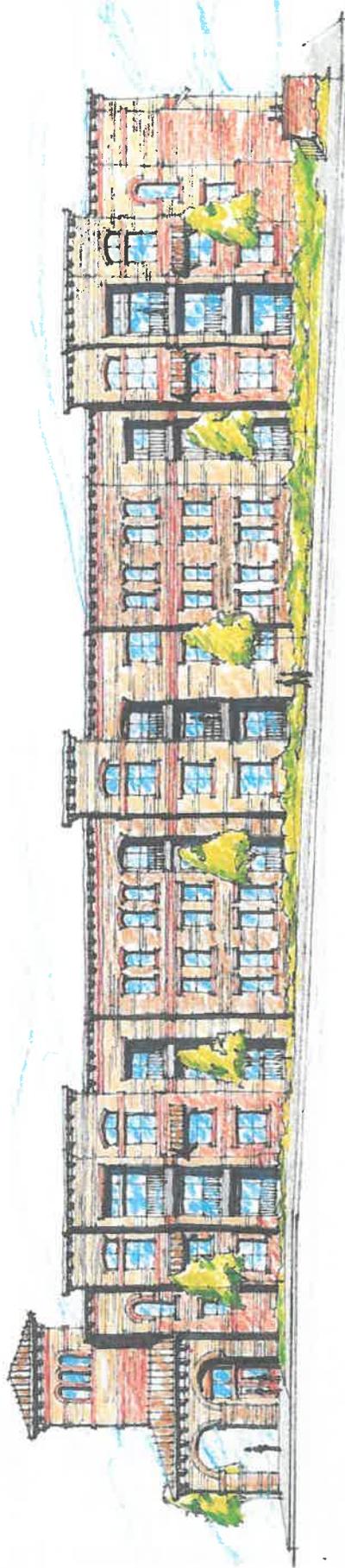
RAILWAY / 4 STORY ELEVATION
ON PODIUM W/ PARKING AT GROUND LEVEL

OLD TOWN STATION LEWISVILLE, TEXAS
BRIDGEWOOD RESIDENTIAL

ARCHITECT:
GARY G WOOD #12022
PRELIMINARY - NOT TO BE USED FOR
REGULATORY APPROVAL, PERMITTING,
OR CONSTRUCTION DATE: 12 APR 17



ARCHON CORPORATION
ARCHITECTS / PLANNERS
2929 CARLISLE STREET
SUITE 430 - DALLAS, TX
75204 214/526-0791



COLLEGE STREET / 3 STORY ELEVATION

OLD TOWN STATION LEWISVILLE, TEXAS

BRIDGEWOOD RESIDENTIAL

ARCHITECT:
GARY G. WOOD #12022
PRELIMINARY. NOT TO BE USED FOR
REGULATORY APPROVAL, PERMITTING,
OR CONSTRUCTION DATE: 12. APR. 17



ARCHON CORPORATION
ARCHITECTS / PLANNERS
2929 CARLISLE STREET
SUITE 190 - DALLAS, TX
75204 214/766-0731



COLLEGE STREET / 4 STORY ELEVATION
ON PODIUM W/ RETAIL & PARKING AT GROUND LEVEL

OLD TOWN STATION LEWISVILLE, TEXAS
BRIDGEWOOD RESIDENTIAL

ARCHITECT:
GARY G WOOD
#12022
PRELIMINARY - NOT TO BE USED FOR
REGULATORY APPROVAL, PERMITTING
OR CONSTRUCTION
DATE: 12 APR 17


ARCHON CORPORATION
ARCHITECTS / PLANNERS
2929 CARLISLE STREET
SUITE 190 - DALLAS, TX
75204 214/526-0781

Attachment "C"
City Property

