

## **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 TSMA Holdings, LLC, a Texas limited liability company (“Company”). The City and Company shall be referred to herein collectively as the “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**, the Company intends to improve the façade of its existing business, Sullivan Old Town BBQ, located at 275 S Mill Street, Lewisville, Texas (the “Property”), which Property is more fully described in Attachment “A” attached hereto and made a part hereof; and

**WHEREAS**, the City wishes to provide Company with the authority to enter into the City’s park property adjoining the Property pursuant to a license and maintenance agreement in order for Company to host events and pick up litter in the City’s park property; and

**WHEREAS**, the City desires to provide, pursuant to the Statute, incentives to the Company to complete or cause to be completed the construction of the Façade Improvements (hereinafter defined) on the Property and to comply with the other terms and conditions of this Agreement; and

**WHEREAS**, the Company agrees to develop, or cause to be developed, the Property in a manner consistent with the site plan and elevations, attached hereto as Attachment “B”, and to comply with the other terms and conditions of this Agreement; and

**WHEREAS**, the proposed project will not occur within the City of Lewisville without an offer of economic development incentives from the City and complies with the City’s Economic Development Policy and all applicable local, state, and federal laws; 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 the expansion of an existing business would promote local economic development by providing jobs related to construction activities in developing the Property, stimulate business and commercial activity within the City by adding commercial space in order to meet growing customer demand, 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; and

**WHEREAS**, on the 9th day of September, 2024, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to the Statute.

**NOW, THEREFORE**, 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 the term of this Agreement shall continue until, and include, the date of final disbursement of the grants provided by this Agreement (as set forth in article 4 of this Agreement), whichever is disbursed last, subject to, and in accordance with, the terms and conditions of this Agreement; 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.

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

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

“**Company**” 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 hard construction, construction equipment charges, and the costs of construction materials and the delivery thereof.

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

“**Event of Bankruptcy**” shall mean the dissolution or termination of the Company’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.

“**Façade Improvements**” shall have the meaning set forth in section 4.1 of this Agreement.

“**Façade Improvements Grant**” shall have the meaning set forth in section 4.1 of this Agreement.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of the Company 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 Company), fire, explosion, flood, strikes, pandemic, or endemic; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Company and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Company gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

“**License and Maintenance Agreement**” shall mean an agreement between the City and the Company outlining the rights and duties of the Company to host events and provide litter pickup in the park property adjacent to the Property, in a form provided by and acceptable to the City and, upon execution, the City shall attach same as Attachment “C”.

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

“**Proof of Payment**” shall mean adequate documentation to demonstrate that Construction Costs have been paid by Company, and shall include copies of cleared checks or credit card or bank statements, attached to contractor invoices signed and dated by both Company 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 deems inadequate.

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

“**Shared Dumpster**” shall have the meaning given in section 5.3 of this Agreement.

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

“**Substantial Completion**” shall mean issuance of a certificate of occupancy by the City to the Company for the Façade Improvements listed in section 4.1 of this Agreement.

“**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, the Company shall commence or cause to be commenced the renovation, replacement, and/or installation of the Façade Improvements.

3.2 The Company shall complete the renovation, replacement, and/or installation of the Façade Improvements in a manner that is consistent with the site plan and elevations, attached hereto as Attachment “B”. The Company shall achieve Substantial Completion within twelve (12) months of the Effective Date.

3.2.1 If, in the opinion of the City Manager, substantial progress has been made toward Substantial Completion of the Façade Improvements, the City Manager may extend the date for Substantial Completion up to one year in her sole and absolute discretion. Nothing in this subsection or this Agreement shall require the City Manager to extend the deadline by which Substantial Completion must be reached.

3.2.2 If Substantial Completion is delayed by reason of Force Majeure, the deadline by which Substantial Completion must be reached may be extended for a period of time equal to the delay caused by Force Majeure, subject to the City Manager’s approval, in her sole and absolute discretion.

3.2.3 Subject to an extension pursuant to section 3.2.1 or 3.2.2 of this Agreement, failure to reach Substantial Completion by the deadline provided shall constitute a breach of this Agreement.

3.3 During the Term of the Agreement, the Company 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, if any, on inventory and supplies.

## **ARTICLE IV**

### **ECONOMIC DEVELOPMENT INCENTIVES**

4.1 Façade Improvements Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide an economic development grant to the Company in an amount equal to fifty percent (50%) of the actual Construction Costs for the renovation, replacement and/or installation of the following façade improvements made to the building which is located on the Property on the Effective Date: brick repair, signage, awnings, windows, fixtures, landscaping, and lighting as shown in the site plan and elevations attached hereto as Attachment “B” (the “Façade Improvements”). The Façade Improvements grant shall be limited to \$40,000.00 (the “Façade Improvements Grant”). Company will be paid the one-time Façade Improvements Grant subject to the timing referenced in section 4.3, below.

4.2 Cash Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide a \$40,000.00 economic development grant to the Company (“Cash Grant”). Company will be paid the one-time Cash Grant subject to the timing requirements referenced in section 4.3, below.

4.3 Timing of Grants. The Company acknowledges that this Agreement makes an allowance for the grants provided for herein to be paid, subject to the terms and conditions of this Agreement, upon submittal of documents to the City in accordance with this Agreement. Subject to the terms and conditions of this Agreement, the City agrees that the grants will be paid in full to the Company, within forty-five (45) days of the timely and satisfactory receipt of the below-listed items, except as otherwise noted in this Agreement. Any deadlines outlined in this section may be extended by the City Manager in her sole and absolute discretion. Grant funds shall be disbursed as follows:

4.3.1 Façade Improvements Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the Company shall be paid the Façade Improvements Grant by the City in accordance with this Agreement following Substantial Completion and the submission of required documents to the City. Within forty-five (45) days following the date of Substantial Completion, the Company shall submit a written request for payment of the Façade Improvements Grant, along with Proof of Payment, to the City’s Office of Economic Development. **Failure to timely submit such request may delay or void reimbursement at the City’s discretion.**

4.3.2 Cash Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the Company shall be paid the Cash Grant by the City in accordance with this Agreement following the later of execution of the License and Maintenance Agreement by both Parties and Substantial Completion. No documentation shall be required for disbursement of this Cash Grant.

## ARTICLE V AGREEMENT CONDITIONS

5.1 Shared Dumpster. Company and the owner of the parcel immediately north of the Property, facing Mill Street (the “Neighboring Owner”) each intend to maintain separate dumpsters. However, should Company receive notice from its solid waste service provider or

receive a copy of a notice from the solid waste service provider to the Neighboring Owner that it is impossible for both Company and Neighboring Owner to maintain separate dumpsters, Company shall notify the Director of Economic Development within ten (10) days of receiving such notice from the sanitation provider or the Neighboring Owner. Within thirty (30) days of receiving such notice, Company shall execute an agreement with Neighboring Owner agreeing to share a dumpster ("Shared Dumpster") at an agreed-upon location and setting forth maintenance requirements for the Shared Dumpster. The Shared Dumpster agreement shall be assignable to all new owners of the benefited properties. The term of the Shared Dumpster agreement shall continue until each party thereto has a separate dumpster that complies with the rules and regulations of the solid waste service provider. The City Manager may extend the date for executing the Shared Dumpster agreement up to one year in her sole and absolute discretion. This condition shall survive the termination of this Agreement.

5.2 License and Maintenance Agreement. The Company shall enter into the License and Maintenance Agreement with the City no later than the 90<sup>th</sup> day after the Effective Date. Should the License and Maintenance Agreement be terminated by Company or by City due to Company's breach of such agreement during the Term, such termination shall constitute a breach of this Agreement. Should the License and Maintenance Agreement be terminated by Company or by City due to Company's breach of such agreement during the five (5) years following the completion of the City's park, such termination shall require the Company to pay back, within sixty (60) days of receiving written notice from the City, Cash Grant funds received under this Agreement on a pro-rata basis. The pro-rata repayment amount shall be calculated based on the number of full years remaining in the five-year period following completion of the City's park. This means that if the Company breaches the agreement in the first year following completion of the City's park, the Company would owe \$40,000. If the breach occurs during the second year following completion of the City's park, the Company would owe \$32,000, and so on, reducing by \$8,000 for each full year that has passed following completion of the City's park. This condition shall survive the termination of this Agreement. The park will be considered complete for the purposes of this Agreement when the City provides written notice of completion to the Company. The City Manager may, at her sole and absolute discretion, extend the date for execution of the License and Maintenance Agreement for up to one year.

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 Company. 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 Company or a branch, division, or department of the Company does not and will not knowingly employ any undocumented workers as defined in Tex. Govt. Code §2264.001. If the Company or a branch, division, or department of the Company is convicted of a violation under 8 U.S.C. §1324a(f), the Company shall repay the amount of the grants and any other funds received by the Company from the City, or fees waived by the City, under this Agreement as of the date of such violation not later than one hundred and twenty (120) days after the date the Company is notified by the City of a violation of this section, plus interest from the date the grants were paid to the Company, 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 Company 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 Company breaches any terms or conditions, as determined in the City's sole discretion, of this Agreement and such breach is not cured within sixty (60) days after receipt of written notice thereof from the City and the Company 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 Company 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 Company shall become delinquent and payment of delinquent amounts is not made within sixty (60) days after receipt of written notice thereof (provided, however, the Company 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 to the Company if the Company 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.

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 Company shall pay back, within sixty (60) days of receiving written notice from the City, all grant funds received under this Agreement, unless otherwise specified in this Agreement.

6.2.2 In the event the Agreement is terminated by the City pursuant to section 6.1.6, the Company shall, within one hundred and twenty (120) days after the date the Company is notified by the City of a violation, pay to the City the amounts specified in section 5.4 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 Company unless written permission is first granted by the City Manager. Any assignment without such permission shall be void. Upon assignment, the assignee must agree to be bound by all terms and conditions of this Agreement.

7.2 Notwithstanding anything else to the contrary in this Agreement, if the performance of any obligations or requirements under this Agreement is delayed by reason of Force Majeure, the Company shall be excused from doing or performing the same during such period of delay, so

that the time period applicable to such obligation or requirement may be extended for a period of time equal to the period the Company was delayed, subject to approval of the City Manager, in her sole and absolute discretion. Nothing in this subsection or this Agreement shall require the City Manager to extend the period of time applicable to any obligation, requirement, or grant hereunder, nor the Term of the Agreement.

7.3 It is understood and agreed between the Parties that the Company, in performing its obligations hereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

7.4 The Company further agrees that the City, its agents and employees, shall have reasonable rights of access to the Property during the Term to ensure that the construction of the Real Property Improvements 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 Company's reasonable security requirements, to ensure that the Property are 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 Company reasonable prior telephone, email, or written notice of any such inspection, and (b) a representative of the Company 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.

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

7.6 Notices required to be given to any party to this Agreement shall be given personally, by nationally recognized overnight courier, 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 Company by notice to:**

TSMA Holdings, LLC  
Attn: Michael Airhart  
301 S. Mill Street  
Lewisville, TX 75057

Any 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.

7.7 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.

7.8 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.

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

7.10 **THE COMPANY 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 COMPANY'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF COMPANY, 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.**

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

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

7.13 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.

7.14 The City represents and warrants to the Company 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. Company represents and warrants that this Agreement has been approved by appropriate action of Company, and that the individual executing this Agreement on behalf of Company 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.

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

7.16 This Agreement shall be considered drafted equally by the Parties.

7.17 Where applicable, pursuant to Texas Government Code Chapter 2271, Company affirms that execution of this Agreement serves as written verification that Company: (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 Company 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.

7.18 Where applicable, pursuant to Texas Government Code Chapter 2274, Company affirms that execution of this Agreement serves as written verification that Company: (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 Company 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.

7.19 Where applicable, pursuant to Texas Government Code Chapter 2276, Company affirms that execution of this Agreement serves as written verification that Company: (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 Company 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.

7.20 To the extent allowed by law, the City will safeguard and keep from release any documents marked “proprietary” or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.

7.21 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 Company, 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 Company; and, neither the City nor its consultants have verified such information.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF LEWISVILLE, TEXAS**

\_\_\_\_\_  
Claire Powell, City Manager

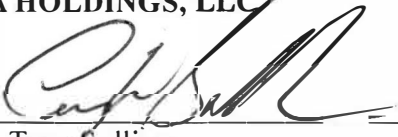
**ATTEST:**

\_\_\_\_\_  
Thomas Harris III, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

**COMPANY:  
TSMA HOLDINGS, LLC**

By:   
\_\_\_\_\_  
Name: Terry Sullivan  
Title: Owner

**ATTACHMENT “A”**

**Property**

SAMUEL STREET  
(29' R.O.W. per Doc. No. 2016-2036)

N64° 09' 11"E

15.86'

Alley A  
(27' R.O.W. per  
Doc. No. 2016-2036)

Lot 2R1, Block A  
South Village Addition  
Doc. No. 2018-12

I.R.F.C.  
(C.M.)

N00°25'12"W  
20.51'

Lot 2R2R, Block A  
South Village Addition  
Doc. No. 2022-39

"X" Fnd.  
(C.M.)

N00°41'03"W  
94.05'

Point of  
Beginning

N89° 29' 35"E 189.09'

"X" Set

8.05'

S. MILL STREET  
(variable width R.O.W.)

S00° 41' 36"E 70.05'

Drainage  
Easement  
Doc. No.  
2004-19682

"X" Fnd.  
(C.M.)

S02°24'21"E  
36.08'

"X" Fnd.

N88°15'08"E  
2.70'

N00°39'49"W  
10.40'

N89°35'30"E 59.73'

I.R.S.  
(C.M.)

I.R.S.

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

2 parking spaces

0.326 Acres

COMMERCIAL BUILDING  
301 S. Mill Street

S89° 29' 35"W 203.48'

Lot 2, Block A  
The Mill Old Town  
Doc. No. 2022-12

City of Lewisville, Texas  
Instr. No. 2021-39013

Lot 1, Block A, Lewisville Center Addition  
Cabinet B, Page 340

N00° 39' 49"W 63.26'

I.R.S.

5/8" I.R.F.C. bears  
N85°05'12"E at 3.68'  
from corner

Lot 1, Block A  
The Mill Old Town  
Doc. No. 2022-12



0 10 20

SCALE: 1" = 20'

**LEGEND:**

---	Boundary Line	C.M.	Controlling Monument
---OHU---	Overhead Utility Line	I.R.F.	1/2" Iron Rod Found (unless otherwise noted)
---x---	Fenceline (C post)	I.P.F.	1/2" Iron Pipe Found
⊠	Utility box/riser	I.R.S.	1/2" Iron Rod Set
⊙	Water Meter	"Old Town Surveying"	(blue cap)
⊕	Utility Pole		

**NOTES**

- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD83 (U.S. Feet).
- Easement reserved in Volume 451, Page 624 includes the subject tract.
- I.R.F.C. = 1/2 inch Iron Rod Found with orange cap stamped "G&A".
- 5/8" I.R.F.C. = 5/8 inch iron rod with yellow cap stamped "Jones & Carter".

**FIELD NOTES DESCRIPTION:**

BEING a 0.326 acre tract of land situated in the J.W. King Survey, Abstract Number 696, Denton County, Texas, and being all that certain tract of land described by deed to Knowles, S&S Investment Properties, LLC., recorded under Instrument Number 2018-143548, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a "X" Set in concrete for the northeast corner of the herein described tract, same point being in the west right-of-way line of S. Mill Street, from which a "X" found in concrete for the southeast corner of Lot 2R2R, Block A, South Village Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded under Document Number 2022-39, Plat Records, Denton County, Texas (P.R.D.C.T.) bears South 89 degrees 29 minutes 35 seconds West at 8.05 feet;

THENCE South 00 degrees 41 minutes 36 seconds East, with the west line of said S. Mill Street, a distance of 70.05 feet to a "X" set in concrete for corner being the northeast corner of a tract of land described by deed to the City of Lewisville, recorded under Instrument Number 2021-39013;

THENCE South 89 degrees 29 minutes 35 seconds West, passing at 9.87 feet a "X" found in concrete for witness, and passing the northwest corner of said City of Lewisville, tract, and continuing on for a total distance of 203.48 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner being in the east line of Lot 1, Block A, Lewisville Center Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Cabinet B, Page 340, P.R.D.C.T.;

THENCE North 00 degrees 39 minutes 49 seconds West, with the east line of said Lot 1, a distance of 63.26 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the southwest corner of said Lot 2R2R;

THENCE North 64 degrees 09 minutes 11 seconds East, with the south line of said Lot 2R2R, a distance of 15.86 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 89 degrees 29 minutes 35 seconds East, with the south line of said Lot 2R2R, a distance of 189.09 feet to the POINT OF BEGINNING and containing 0.326 acres of land, more or less.



301 S. Mill Street,  
Lewisville, Texas

**FreedomTitle**

132 W. Main Street,  
Lewisville, TX 75057  
Ph.: 972.436.8141  
Fax: 972.739.9161

Freedom Title Co. G.F. No. 22066100LV-KS

Fieldwork Date: 08/18/2022

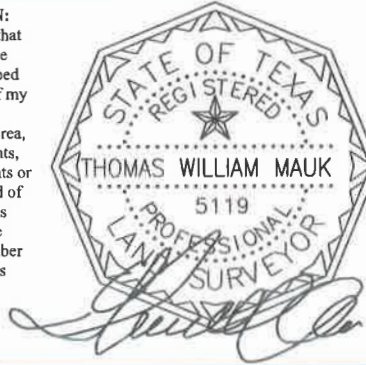
Job No.: 20220876

PC / Tech: JH / TO

**FLOOD NOTE:** It is my opinion that the property described hereon is not within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 480195 0565 G, present Effective Date of Map, April 18, 2011, herein property lies within Zone "X" Unshaded.

**SURVEYORS CERTIFICATION:**  
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way that I have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced hereon. Any other use is prohibited and at user's risk.

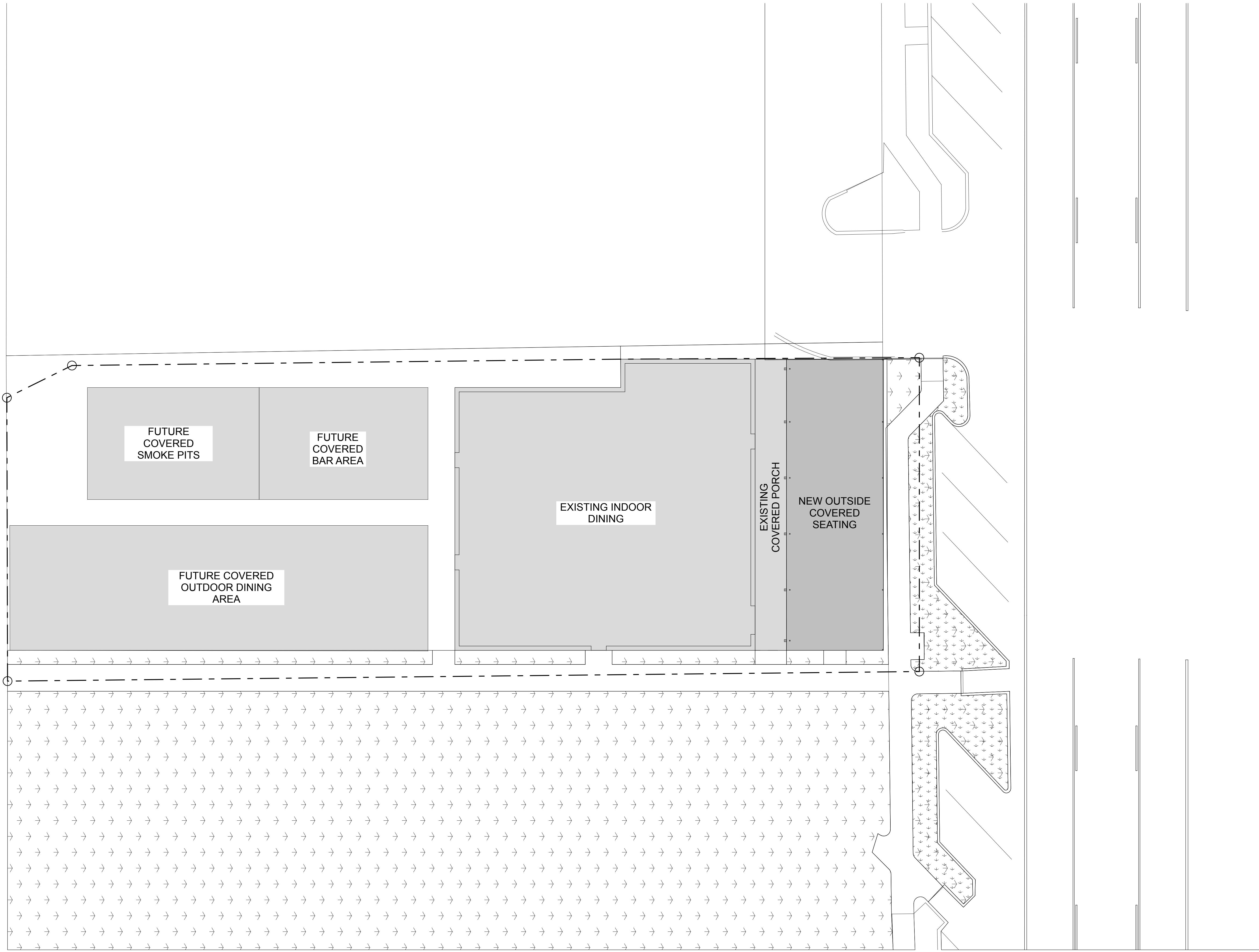
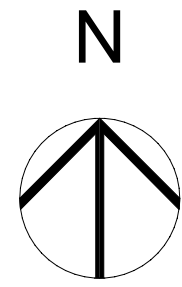
August 22, 2022



**Old Town Surveying, LLC.**  
Professional Land Surveyors  
810 Office Park Circle, Suite 130, Lewisville, Texas, 75057  
Ph. 469-293-8079 info@oldtownsurveying.com  
TFRN Number: 10194611



**ATTACHMENT "B"**  
**Site Plan and Elevations**



**SITE PLAN**  
SCALE: 1" = 10'

1

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF WILLIAM PECK & ASSOCIATES, ON THIS PLOT DATE AND IS NOT TO BE USED BY AUTHORITIES HAVING JURISDICTION FOR THE PURPOSE OF ISSUING CONSTRUCTION PERMITS

Scale: REF. PLAN	
Drawn: JB	
Job: 21-103-002	
Sheet Number: A-005	
ISSUE DATE:	
REVISIONS	

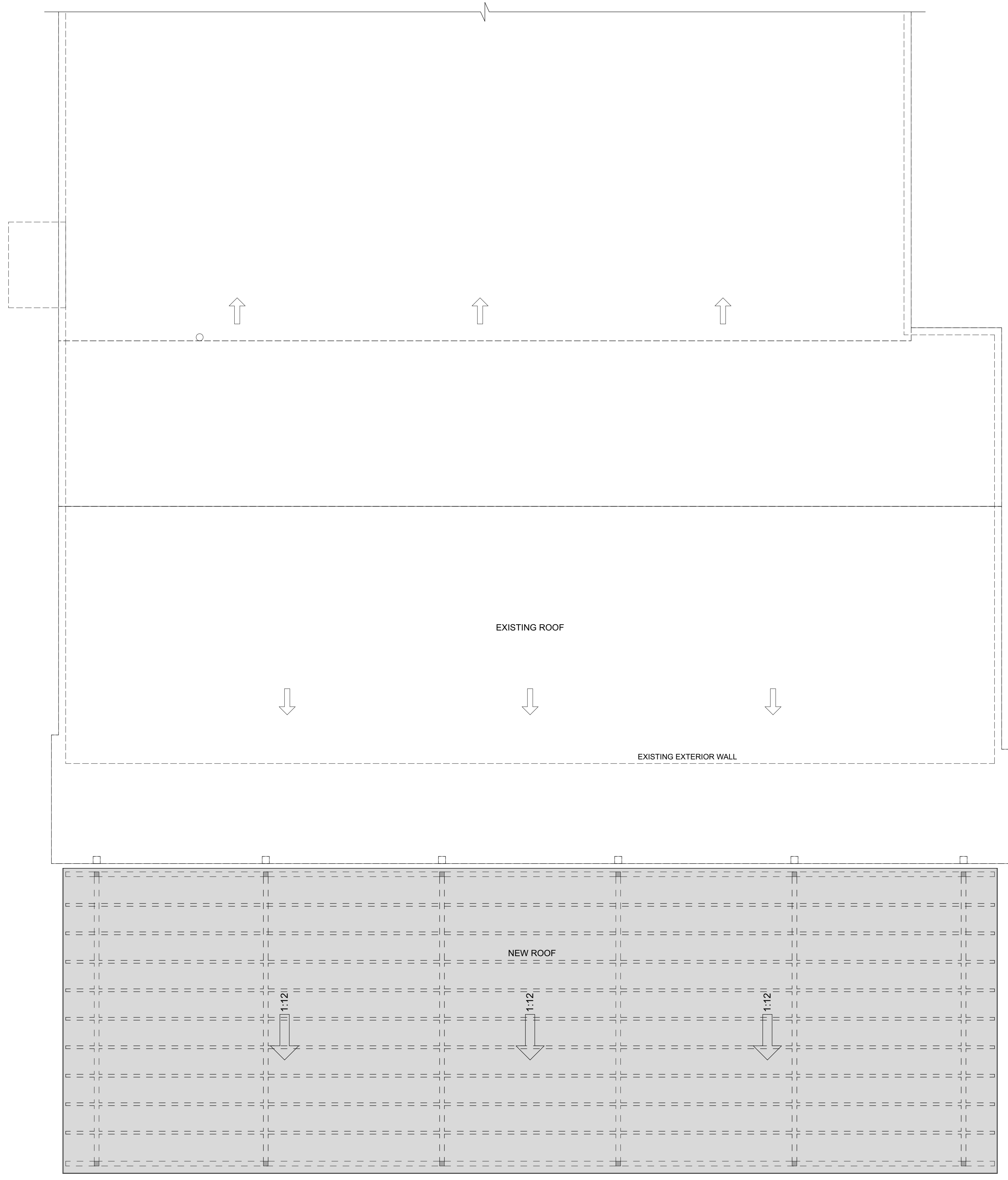
**WILLIAM PECK & ASSOCIATES INC.**  
**ARCHITECTS**  
 Lewisville, TX  
 972) 221-1424

**SULLIVAN TEXAS BBQ**  
 COVERED PATIO ADDITION  
 301 SOUTH MILL STREET,  
 LEWISVILLE, TX 75057

These plans are intended to provide the basic construction information necessary to substantially complete this structure. These construction documents must be verified and checked by the builder or person in authority of this project. Any discrepancy, error, and/or omission in these construction documents shall be the responsibility of the owner. Construction or purchase being made, it is recommended that the owner or builder obtain complete engineering services for foundation, HVAC, and structural, prior to construction of any kind. Over EIR, and other construction documents which are in conflict with these, and must be strictly obeyed and followed before and during construction. THESE CONSTRUCTION DOCUMENTS ARE HEREBY USED AS THE PROPERTY OF WILLIAM PECK & ASSOCIATES, INC. ANY REPRODUCTION OF THESE CONSTRUCTION DOCUMENTS WITHOUT THE WRITTEN PERMISSION OF WILLIAM PECK & ASSOCIATES, INC. ALL RIGHTS RESERVED



**1** ROOF PLAN  
SCALE: 1/4" = 1'-0"

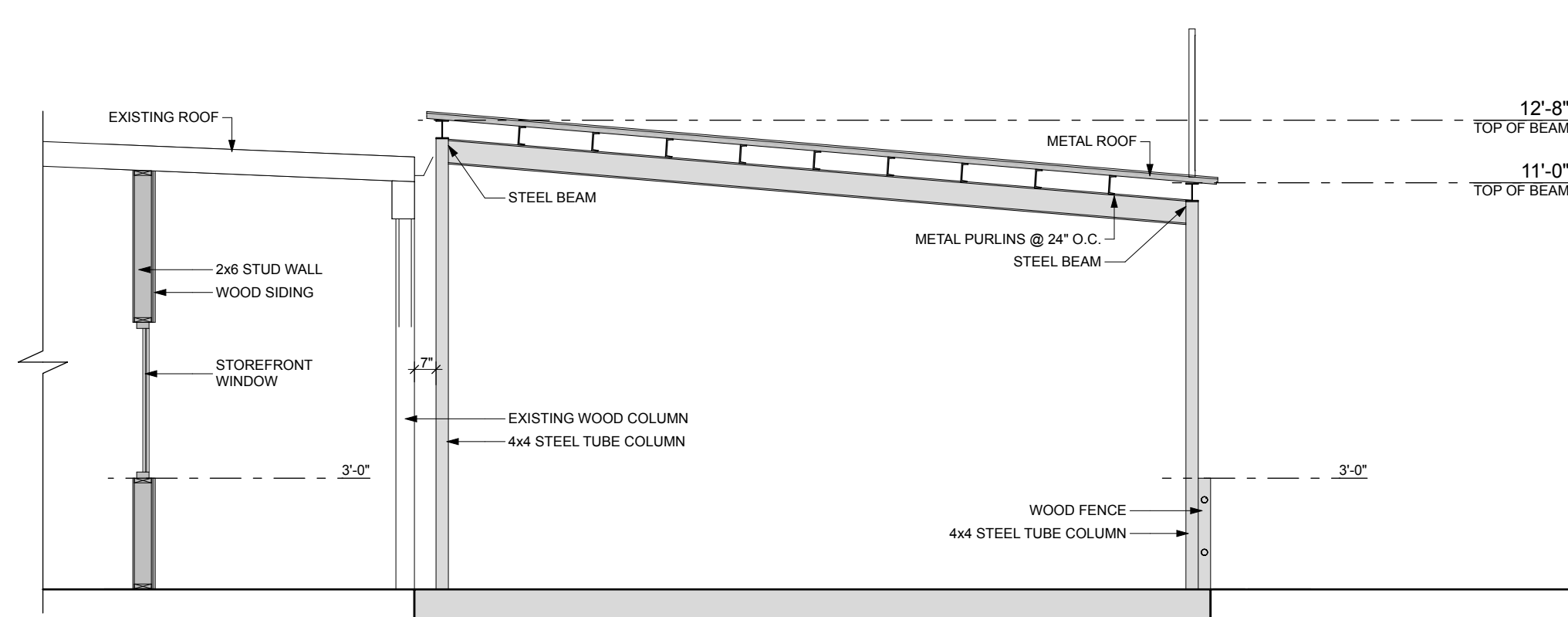


These plans are intended to provide the basic construction information necessary to substantially complete this structure. These construction documents must be verified and checked by the builder or person in authority of this project. Any discrepancy, error, and/or omission shall be the responsibility of the contractor. The contractor shall be responsible for purchasing building materials, and demonstrating that the owner or builder obtain complete engineering services for: foundation, HVAC, and structural, prior to construction of any kind. NOTE: All federal, state, and local codes, ordinances, and regulations take precedence over these construction documents and their use. THESE CONSTRUCTION DOCUMENTS AND THEIR USE ARE THE PROPERTY OF WILLIAM PECK & ASSOCIATES, INC. AND WILL BE REPRODUCED IN ANY WAY, BY ANY MEANS, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF WILLIAM PECK & ASSOCIATES, INC. ALL RIGHTS RESERVED.

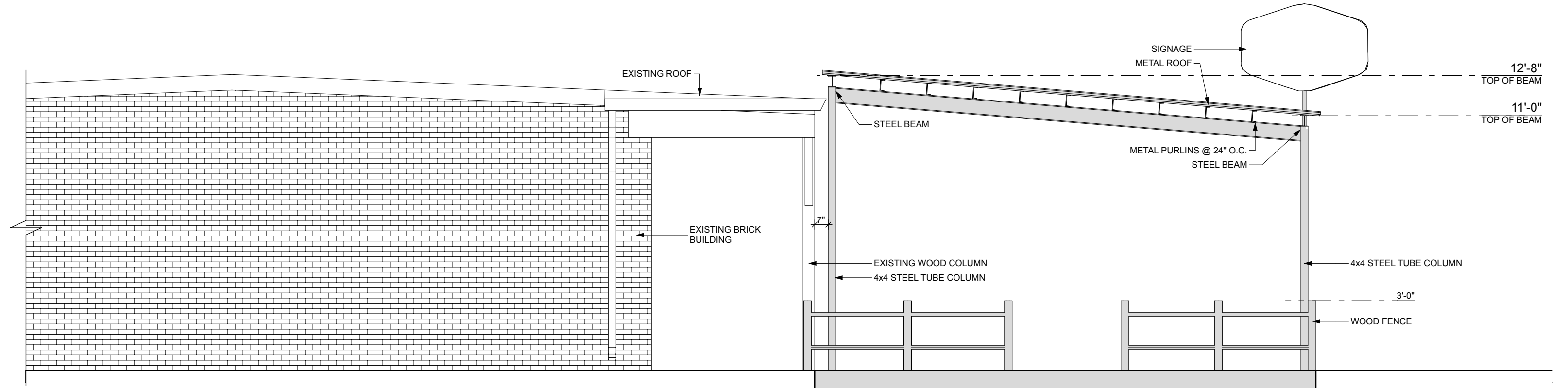
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF WILLIAM PECK & ASSOCIATES, ON THIS PLOT DATE AND IS NOT TO BE USED BY AUTHORITIES HAVING JURISDICTION FOR THE PURPOSE OF ISSUING CONSTRUCTION PERMITS

ROOF PLAN

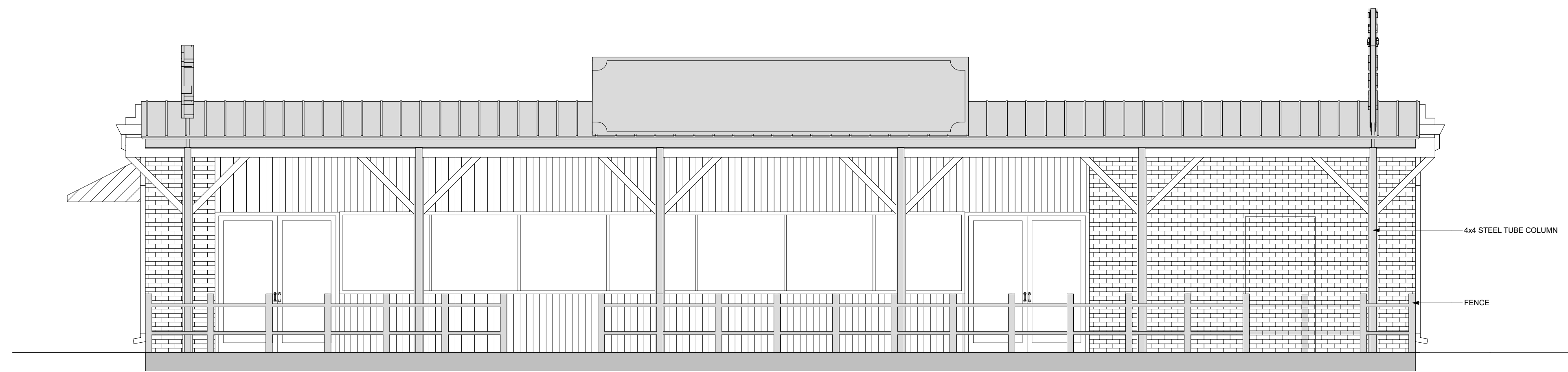
<p><b>WILLIAM PECK &amp; ASSOCIATES INC.</b> ARCHITECTS Lewisville, TX 972) 221-1424</p>	<p><b>SULLIVAN TEXAS BBQ</b> COVERED PATIO ADDITION 301 SOUTH MILL STREET, LEWISVILLE, TX 75057</p>
<p>REVISIONS</p>	
<p>ISSUE DATE:</p>	
Scale:	REF. PLAN
Drawn:	JB
Job:	21-103-002
Sheet Number:	<b>A-102</b>



**3 SECTION**  
SCALE: 1/4" = 1'-0"



**2 SIDE ELEVATION**  
SCALE: 1/4" = 1'-0"



**1 FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"

REVISIONS	

ISSUE DATE:

Scale: REF. PLAN

Drawn: JB

Job: 21-103-002

Sheet Number:

**A-103**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF WILLIAM PECK & ASSOCIATES, ON THIS PLOT DATE AND IS NOT TO BE USED BY AUTHORITIES HAVING JURISDICTION FOR THE PURPOSE OF ISSUING CONSTRUCTION PERMITS

These plans are intended to provide the basic construction information necessary to substantially complete this structure. These construction documents must be verified and checked by the builder or person in authority of this project. Any discrepancy, error, and/or omission shall be the responsibility of the owner. It is recommended that the owner or builder obtain complete engineering services for foundation, H/VAC, and structural, prior to construction of any kind. Over E.A. Peck & Associates, Inc. and its consultants shall not be held responsible for any conflict with state, and must be strictly obeyed and followed before and during construction. THESE CONSTRUCTION DOCUMENTS ARE HEREBY USED AS THE PROPERTY OF WILLIAM PECK & ASSOCIATES, INC. AND WILL BE REPRODUCED IN ANY WAY, BY ANY MEANS, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF WILLIAM PECK & ASSOCIATES, INC. ALL RIGHTS RESERVED

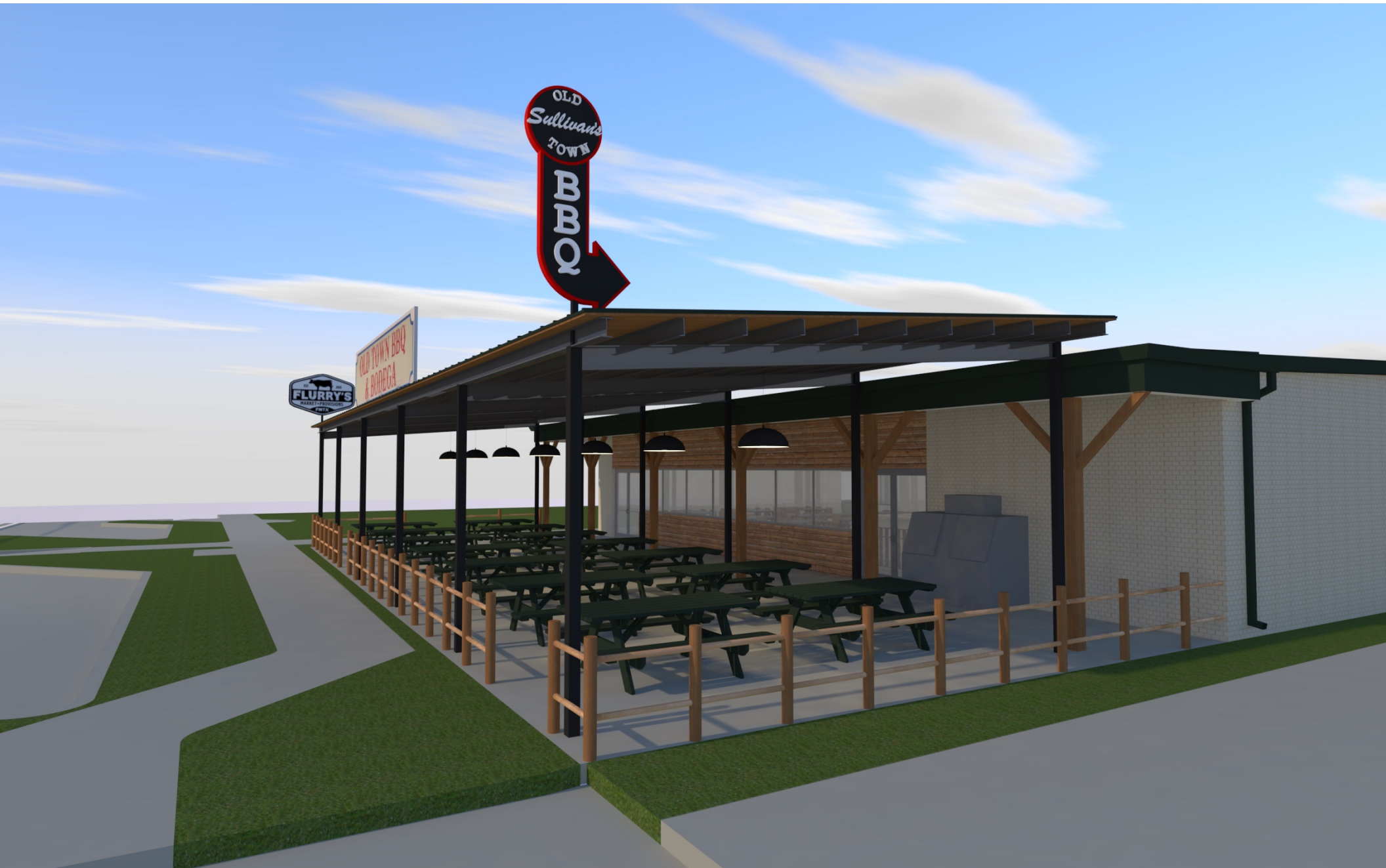
**SULLIVAN TEXAS BBQ**  
COVERED PATIO ADDITION  
301 SOUTH MILL STREET,  
LEWISVILLE, TX 75057

**WILLIAM PECK & ASSOCIATES INC.**  
**ARCHITECTS**  
Lewisville, TX  
972) 221-1424



OLD TOWN BBQ  
& BODEGA







EST. 2021  
**FLURRY'S**  
MARKET+PROVISIONS  
FMTX

OLD TOWN BBQ  
& BODEGA

Sullivan's  
Prime  
BBQ



**ATTACHMENT "C"**  
**License and Maintenance Agreement**  
**(to be attached upon execution)**