

**FIRST AMENDED AND RESTATED ECONOMIC DEVELOPMENT
AND UTILITY PARTICIPATION AGREEMENT**

This First Amended and Restated Economic Development and Utility Participation Agreement (“Agreement”) is entered into by and among 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”); Old Town Lewisville Tenant I, LP, a Texas limited partnership (“Developer 1”); and Old Town Lewisville Tenant II, LP, a Texas limited partnership (“Developer 2”). Developer 1 and Developer 2 shall be referred to herein collectively as “Developers.” The City and Developers shall be referred to herein collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Economic Development and Utility Participation Agreement pursuant to the Statute (hereinafter defined) for the primary purposes of incentivizing the construction and operation of an affordable housing multifamily development and participating together in certain associated Oversized Utility Improvements (hereinafter defined), with an effective date of December 18, 2023 (the “Original Agreement”); and

WHEREAS, the City has designated a certain area as Reinvestment Zone Number One for Tax Increment Financing (hereinafter, the “Zone”), the boundaries of which were set forth in that certain Ordinance No. 2747-12-2001, and has adopted the Final TIRZ Plan (hereinafter defined) allowing the Zone to provide funds for economic development within the Zone; and

WHEREAS, the Zone was expanded to include approximately 166 additional acres of land, as set forth in that certain Ordinance No. 0281-20-ORD; and

WHEREAS, the development of the Zone will have a significant impact on the local economy, and will substantially increase the taxable value within the Zone, thereby adding value to the City’s tax rolls and maximizing the increase in ad valorem real property taxes to be assessed and collected by the City; and

WHEREAS, the incentives provided to the Developers under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) stimulating

business and commercial activity within the City; and (iii) promoting economic development within the City; and

WHEREAS, the City has an interest in creating workforce housing solutions and expanding the tax base which accomplish a public purpose; and

WHEREAS, the City and the Zone have ensured that the public will receive benefits for the incentives provided by imposing on the Developers conditions and performance standards that are prerequisites to the Developers receiving any incentive; and

WHEREAS, the City and the Zone have established an Economic Development Program pursuant to Section 380.001 of the Texas Local Government Code (the “Program”) and authorize this Agreement as part of the Program; and

WHEREAS, the Developers desire to participate in the Program by entering into this Agreement; and

WHEREAS, the Board of Directors of the Zone and the City Council find and determine that this Agreement will effectuate the purposes set forth in the Program and that the Developers’ performance of this Agreement will promote local economic development in the City and the Zone, stimulate business and commercial activity in the City and the Zone and benefit the City and its citizens; and

WHEREAS, Developers have the right to purchase that certain property located at and adjacent to 701 E. Main Street in Lewisville, Texas, which is more fully described in Attachment “A” attached hereto and made a part hereof (the “Property”), and intend to assign such right to purchase to the Lewisville PFC; and

WHEREAS, the Lewisville PFC intends to acquire the Property and, concurrently therewith, enter into two leases for the Property with the Developers; and

WHEREAS, the City desires to provide, pursuant to chapter 380 of the Texas Local Government Code (the “Statute”), incentives to the Developers to complete or cause to be completed the construction of the Real Property Improvements (hereinafter defined) on the Property and to comply with the other terms and conditions of this Agreement; and

WHEREAS, the Developers agree to develop, or cause to be developed, the Property in a manner materially consistent with the Planned Development Ordinance (hereinafter defined), 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 and is in compliance with the City's Economic Development Policy and all applicable local, state, and federal laws; and

WHEREAS, the Board of Directors for the Zone has acknowledged the use of funds from the tax increment of the Zone for said economic development incentives; and

WHEREAS, the City further wishes to participate in certain utility improvements on and adjacent to the Property in accordance with Chapter 212, Subchapter C of the Texas Local Government Code; and

WHEREAS, the Parties considered and entered into the Original Agreement pursuant to the Statute and Chapter 212, Subchapter C of the Texas Local Government Code; and

WHEREAS, the Parties desire to enter into this Agreement amending and restating the Original Agreement to incorporate funds for oversizing and extending the sanitary sewer line in consideration for an additional two million dollar investment to be made by the Developers and to make certain other clarifying amendments throughout; 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, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties hereto do mutually agree that the Original Agreement is amended and restated in its entirety 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 the final grant payment is made by the City as provided for in section 5.2 of this Agreement, 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

2.1 Incorporation of Recitals. The foregoing recitals (a) are incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties; (b) are true and correct as of the Effective Date; (c) form the basis upon which the Parties negotiated and entered into this Agreement; (d) are legislative findings of the City Council; and (e) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

“**Affordable Units**” shall mean dwelling units which are set aside to be leased to and are leased to tenants whose household income is no greater than 80% of the AMI (hereinafter defined); provided, however, as follows: (1) at least 7% of the total number of Affordable Units constructed during each of Phase I (hereinafter defined) and Phase II (hereinafter defined) shall be set aside to be leased to and shall be leased to tenants whose household income is 60% or less of AMI; (2) at least 3% of the total number of Affordable Units constructed during each of Phase I and Phase II shall be set aside to be leased to and shall be leased to tenants whose household income is 50% or less of AMI; and (3) at least 41% of the total number of Affordable Units constructed during each of Phase I and Phase II shall be set aside to be leased to and shall be leased to tenants whose household income is 80% or less of AMI.

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

“**AMI**” shall mean area median income as defined by the U.S. Department of Housing and Urban Development. The AMI shall have a floor no lower than the AMI on the Closing Date (hereinafter defined).

“Building Permit Fee Waiver” shall have the meaning set forth in section 5.1.1 of this Agreement.

“Capital Investment” shall mean the amount of money invested or caused to be invested by the Developers in the Real Property Improvements, prior to achieving Substantial Completion (hereinafter defined).

“Cash Grant” shall have the meaning set forth in section 5.2.4 of this Agreement.

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

“Closing Date” shall mean the date that the Lewisville PFC finally closes on the purchase of the Property.

“Design Parameters” shall have the meaning set forth in section 4.2.1 of this Agreement.

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

“Developer 1” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Developer 2” 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.

“Event of Bankruptcy” shall mean the dissolution or termination of either 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.

“Final TIRZ Plan” shall mean the “Reinvestment Zone Number 1 - Old Town City Of Lewisville, Texas, Third Amended & Restated Project Plan and Financing Plan,”

approved by the Board of Directors of the Zone on July 9, 2020, and approved by the City Council of the City on December 7, 2020.

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

“Impact Fee Grant” shall have the meaning set forth in section 5.2.2 of this Agreement.

“Impact Fees” shall mean water and sanitary sewer capital recovery fees associated with the Real Property Improvements which are paid to the City by or on behalf of the Developers.

“Lease” shall mean, collectively, (a) that certain Lease Agreement between Lewisville PFC (“Landlord”) and Old Town Lewisville Tenant I, LP (“Tenant”) for Standard at Old Town Apartments (Phase I) and (b) that certain Lease Agreement between Lewisville PFC (“Landlord”) and Old Town Lewisville Tenant II, LP (“Tenant”) for Standard at Old Town Apartments (Phase II).

“Lewisville PFC” shall mean the public facility corporation and instrumentality of the City of Lewisville pursuant to the Public Facility Corporation Act, as amended, Chapter 303, Texas Local Government Code.

“Low-Density Units” shall mean single-family cottage or townhome units.

“Old Town Design Overlay District” shall have the meaning set forth in section VI.8.3 of the City’s Unified Development Code.

“Oversized Reimbursement Amount” shall have the meaning set forth in section 4.2.2.2 of this Agreement.

“Oversized Utility Improvements” shall have the meaning set forth in section 4.2.2 of this Agreement.

“Park Fee Waiver” shall have the meaning set forth in section 5.1.2 of this Agreement.

“Phase I” shall mean the first phase of construction of the Real Property Improvements, which shall be comprised of 257 multifamily dwelling units with the requisite number of Affordable Units.

“Phase I Commencement Date” shall have the meaning set forth in section 3.2.1.

“Phase I Completion Date” shall have the meaning set forth in section 3.2.1.

“Phase II” shall mean the second phase of construction of the Real Property Improvements, which shall be comprised of 343 multifamily dwelling units with the requisite number of Affordable Units.

“Phase II Commencement Date” shall have the meaning set forth in section 3.2.2.

“Phase II Completion Date” shall have the meaning set forth in section 3.2.2.

“Phase II Property” shall have the meaning set forth in section 3.2.2.1.

“Planned Development Ordinance” shall mean Ordinance No. 0620-23-ZON as enacted by the City Council of the City of Lewisville on November 20, 2023, as it exists or may be amended, a copy of which is attached hereto as Attachment “C”.

“Pro-Rata Fee” shall mean the fee required by Ordinance No. 4197-08-2015 approved by the Lewisville City Council on August 3, 2015, as amended by Ordinance No. 0693-24-ORD on August 19, 2024, in order for Developers to attach the sanitary sewer infrastructure and improvements required by City ordinance and this Agreement to the existing sanitary sewer main as set forth in that ordinance, as amended.

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

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

“Property Acquisition Grant” shall have the meaning set forth in section 5.2.1 of this Agreement.

“Real Property Improvements” shall mean all improvements, as classified by the Denton Central Appraisal District, that are constructed on the Property following the execution of this Agreement, including: six hundred (600) multifamily dwelling units in two phases with the requisite number of Affordable Units, a minimum of 30% of which

shall be Low-Density Units; all associated parking and landscaping; and approximately 3.58 acres of Rights-of-Way (hereinafter defined). The approximately 3.58 acres of Rights-of-Way and all private streets and drives, as shown in the Planned Development Ordinance, shall be considered Real Property Improvements. The Real Property Improvements shall be constructed and maintained consistent with the Planned Development Ordinance.

“**Required Use**” shall mean the continuous operation of a multifamily development on the Property where a minimum of 51% of the dwelling units shall be Affordable Units.

“**Rights-of-Way**” shall mean approximately 3.58 acres of paved streets shown in Attachment B, attached hereto and made a part hereof.

“**Rights-of-Way Construction Grant**” shall have the meaning set forth in section 5.2.3 of this Agreement.

“**Sanitary Sewer Extension**” shall have the meaning set forth in section 5.2.4 of this Agreement.

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

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

“**Utility Improvements**” shall have the meaning set forth in section 4.2.1.1 of this Agreement.

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

ARTICLE III

GENERAL PROVISIONS

3.1 Purchase of Property. The Closing Date shall be on or before December 22, 2023. The City Manager may extend such date in her sole and absolute discretion.

3.2 Commencement of Construction and Substantial Completion.

3.2.1 Phase I. Developer 1 shall begin construction of Phase I on or before June 30, 2025 (“Phase I Commencement Date”) and shall complete the construction of Phase I, including the Real Property Improvements associated with Phase I, in a manner consistent with the Planned Development Ordinance and reach Substantial Completion on or before the third (3rd) anniversary of the commencement of construction of Phase I (“Phase I Completion Date”). For the purpose of this subsection 3.2.1, “Substantial Completion” shall mean issuance of a certificate of occupancy for Phase I by the City to Developer 1.

3.2.2 Phase II. Developer 2 shall begin construction of Phase II on or before January 31, 2027 (as such date shall be automatically extended as provided in this subsection 3.2.2.1 below, the “Phase II Commencement Date”) and shall complete the construction of Phase II, including the Real Property Improvements, in a manner consistent with the Planned Development Ordinance and reach Substantial Completion on or before the third (3rd) anniversary of the Phase II Commencement Date (“Phase II Completion Date”). For the purpose of this subsection 3.2.2, “Substantial Completion” shall mean issuance of a certificate of occupancy for Phase II by the City to Developer 2 and the completion of all other Real Property Improvements.

3.2.2.1 Stormwater Detention Solution. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, if regional stormwater detention for the area generally described as being east of Mill Street within the Old Town Design Overlay District, including Phase II, is not constructed on or before the Phase II Commencement Date then (a) the Phase II Commencement Date shall be automatically extended to the date that such regional stormwater detention is completed and operational, and (b) each other date and deadline hereunder with respect to Phase II or its construction shall be automatically extended for that number of days that the Phase II Commencement Date was extended.

3.2.3 Rights-of-Way. As soon as practical following the execution of this Agreement, Developers shall commence or cause to be commenced the design and construction of the Rights-of-Way. The Developers shall complete the construction of the Rights-of-Way in a manner that is consistent with the Planned Development Ordinance and all applicable local, state, and federal laws and regulations, and achieve Substantial Completion on or before the Phase II Completion Date, subject to an extension pursuant to section 3.2.5 or 3.2.6. Upon completion, Developers shall ensure that the Rights-of-Way are conveyed to the City in fee simple. The City shall inspect the Rights-of-Way prior to acceptance of the conveyance of the Rights-of-Way to the City. If the City reasonably finds that the Rights-of-Way have not been constructed in accordance with the requirements of this section, the City may require the Developers to perform such repairs or additional work as may reasonably be required to meet such requirements prior to accepting the Rights-of-Way. For the purpose of this subsection 3.2.3, “Substantial Completion” shall mean final

inspection and acceptance of the Rights-of-Way by the City and conveyance of the Rights-of-Way to the City.

3.2.4 Utility Improvements. Developer 1 shall begin construction of the Utility Improvements on or before the Phase I Commencement Date and shall complete the construction of the Utility Improvements in a manner consistent with the requirements of section 4.2, below, and reach Substantial Completion on or before the Phase I Completion Date. Upon completion, Developers shall ensure that the Utility Improvements and associated easements are conveyed to the City in fee simple. The City shall inspect the Utility Improvements prior to acceptance of the conveyance of the Utility Improvements to the City. If the City reasonably finds that the Utility Improvements have not been constructed in accordance with the requirements of this section, the City may require the Developers to perform such repairs or additional work as may reasonably be required to meet such requirements prior to accepting the Utility Improvements. For the purpose of this subsection 3.2.4, “Substantial Completion” shall mean final inspection and acceptance of the Utility Improvements by the City and conveyance of the Utility Improvements and associated easements to the City.

3.2.5 Extension of Commencement of Construction and Substantial Completion Deadlines.

3.2.5.1 Commencement of Construction of Phase I. If construction has not begun on Phase I by the Phase I Commencement Date set forth in section 3.2.1, the City Manager may extend the date up to one year in her sole and absolute discretion. Nothing in this subsection or this Agreement shall require the City Manager to extend any date by which construction must begin.

3.2.5.2 Commencement of Construction of Phase II. If construction has not begun on Phase II by the Phase II Commencement Date set forth in section 3.2, the City Manager may extend the date up to one year in her sole and absolute discretion. Nothing in this subsection or this Agreement shall require the City Manager to extend any date by which construction must begin.

3.2.5.3 Commencement of Construction of Utility Improvements. If construction has not begun on the Utility Improvements by the date set forth in section 3.2.4, the City Manager may extend the date up to one year in her sole and

absolute discretion. Nothing in this subsection or this Agreement shall require the City Manager to extend any date by which construction must begin.

3.2.5.4 Substantial Completion. If, in the reasonable opinion of the City Manager, substantial progress has been made toward Substantial Completion of either phase of the Real Property Improvements or of the Rights-of-Way, or of the Utility Improvements, the City Manager may extend such date for Substantial Completion in her sole and absolute discretion. Nothing in this subsection or this Agreement shall require the City Manager to extend any deadline by which Substantial Completion must be reached.

3.2.6 Extension for Force Majeure. If Substantial Completion is delayed by reason of Force Majeure, any 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 reasonable discretion. Nothing in this subsection or this Agreement shall require the City Manager to extend any deadline by which Substantial Completion must be reached.

3.2.7 Breach. Subject to an extension pursuant to section 3.2.4 or 3.2.5 of this Agreement, failure to reach Substantial Completion by any deadline provided shall constitute a breach of this Agreement.

3.3 All Other Taxation and Fees Applicable. During the Term of this Agreement, the Developers shall be subject to all applicable City taxation or fees 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.

3.4 Easements. Notwithstanding any provision of this Agreement to the contrary, if: (1) Developers are unable to obtain the easements from adjacent property owners necessary for Developers to timely construct the Real Property Improvements; in accordance with this Agreement and the Planned Development Ordinance (including the Design Parameters); and (2) the City Manager, in her sole discretion, has determined that the Developer has taken all reasonable efforts to obtain such easements, City Staff and Developer will collaborate to modify the design of the Real Property Improvements, to the extent determined to be necessary by the City Engineer or his designee. Any amendments to the Planned Development Ordinance required as a result of the design modifications must comply with all applicable zoning regulations and procedures as set

forth in the Lewisville Unified Development Code, some of which may require City Council approval. The City Council may choose to approve or deny any such amendment petition in their sole and absolute discretion.

ARTICLE IV

STORMWATER DETENTION AND UTILITY IMPROVEMENTS PARTICIPATION

4.1 Stormwater Detention Requirements. Except as provided for in section 4.2, below, Developer 1 shall install stormwater detention adequately sized for Phase I as part of the construction of Phase I in accordance with all applicable local, state, and federal laws and regulations, including but not limited to the City's Unified Development Code. The Parties acknowledge and agree that the stormwater detention facilities for Phase I will be located on the Phase II site. The Parties will work to create a regional stormwater detention solution.

4.2 Utility Improvements.

4.2.1 Utility Improvements. The City will provide Developers with design parameters for the anticipated water, sanitary sewer, and stormwater utility capacity needed on the Property or on adjacent properties for future build-out of the Property and surrounding properties, which may include the oversizing of water, sanitary sewer, and stormwater utility capacity and the extension of sanitary sewer (the "Design Parameters"). Once developed, the Design Parameters shall be attached hereto as Attachment "D" and made a part hereof. The Design Parameters and utility studies will be provided to Developers on or before March 31, 2024.

4.2.1.1 Developers shall solicit bids for and shall install or cause to be installed all water, sanitary sewer, and stormwater utility improvements required by and as designed in the Design Parameters, including any Oversized Utility Improvements and any extension of sanitary sewer infrastructure and improvements from off-site adjacent property to the Property (the "Utility Improvements"). Developer 1 shall begin construction of the Utility Improvements on or before the Phase I Commencement Date and shall complete the Utility Improvements by the Phase I Completion Date. Both beginning and completion shall be determined in a timely manner by the City Engineer or his designee in their sole but reasonable discretion.

4.2.1.2 The Utility Improvements shall be constructed in accordance with the Design Parameters and any applicable local, state, and federal laws and regulations, including but not limited to the City's Unified Development Code.

4.2.1.3 Upon completion, Developers shall ensure that the Utility Improvements are conveyed to the City. The City reserves the right to inspect the Utility Improvements prior to acceptance of the conveyance of the Utility Improvements to the City. If the City reasonably finds that the Utility Improvements have not been constructed in accordance with the requirements of this section, the City may require the Developers to perform such repairs or additional work as may reasonably be required to meet such requirements prior to accepting the Utility Improvements.

4.2.1.4 Developers shall be required to provide the City with a performance bond in accordance with section 212.073 of the Texas Local Government Code relating to the completion of the Utility Improvements and any other bond(s) or insurance reasonably deemed necessary by the City. Should the City reasonably determine that Developers have failed to complete the Utility Improvements in accordance with this section and the City is required to utilize the performance bond, this will be considered to be a breach of this Agreement.

4.2.2 Oversized Utility Improvements. Pursuant to the authority granted to the City by Chapter 212, Subchapter C of the Texas Local Government Code and except as provided herein, the City will reimburse Developers as set forth herein for all costs associated with any Utility Improvements or portion thereof beyond what would be required for the Real Property Improvements, including (a) installation of additional utility lines under public rights-of-way that would not be required for the Real Property Improvements; (b) upsizing of capacity above what would be required for the Real Property Improvements; (c) construction and conveyance to the City of a public lift station on the Property to ensure adequate sanitary sewer flow; and (d) any incremental cost increase from using public utility specifications in lieu of private utility specifications (collectively, the "Oversized Utility Improvements").

4.2.2.1 If required by section IX.12.6.A of the City's Unified Development Code, as amended, Developer 1 shall execute a Subdivision

Improvement Agreement with the City for the Oversized Utility Improvements, if any, on a normal and customary form provided by the City, on or before the date that construction begins on Phase I as set forth in section 3.2.1. The City Manager may extend the date up to one year in her sole and absolute discretion.

4.2.2.2 Subject to the terms and conditions of this Agreement (including, without limitation, the last sentence of section 5.2.4), the City will reimburse Developer 1 for one hundred percent (100%) of the costs incurred by Developers for the installation of the Oversized Utility Improvements (the “Oversized Reimbursement Amount”), except that in no case shall the total disbursement of the Oversized Reimbursement Amount and the monthly reimbursement portion of the Cash Grant together equal more than two million dollars (\$2,000,000.00).

1. Within thirty (30) days following the end of each month during the construction of the Oversized Utility Improvements, Developer 1 shall submit monthly draw requests to the City, which shall include the following:

- a. original invoices;
- b. verification of payment to contractors and subcontractors;
- c. lien releases, if applicable;
- d. copies of all City inspection approvals, if applicable; and
- e. any additional documents needed for verification of eligible expenses, as reasonably requested by the City.

2. Failure to submit all documentation required by the City in the monthly draw requests may delay the monthly disbursement of the Oversized Reimbursement Amount or, subject to applicable notice and cure periods, cause a breach of this Agreement.

3. The Oversized Reimbursement Amount shall be disbursed to Developer 1 pursuant to monthly draw requests within thirty (30) days of the timely and satisfactory receipt of the items listed in section 4.2.2.2.1.

ARTICLE V
ECONOMIC DEVELOPMENT INCENTIVES

5.1 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 Real Property Improvements:

5.1.1 Building Permit Fee Waiver. Subject to the terms and conditions of this Agreement, the City agrees to waive all building permit fees paid to the City at the time of applying for a building permit for the Real Property Improvements, excluding any capital recovery fees for water and sanitary sewer (“Building Permit Fee Waiver”).

5.1.2 Park Fee Waiver. Subject to the terms and conditions of this Agreement, the City agrees to waive five hundred thousand dollars and no cents (\$500,000.00) of the cash-in-lieu of parkland dedication and park development fees associated with the construction of the Real Property Improvements (“Park Fee Waiver”). Developers shall be required to pay the remaining one million five hundred ten thousand eight hundred ten dollars and no cents (\$1,510,810.00) of applicable park development fees and cash-in-lieu of parkland dedication required for the construction of the Real Property Improvements.

5.1.3 Tree Mitigation Fee Waiver. Subject to the terms and conditions of this Agreement, the City agrees to waive all tree mitigation fees associated with the construction of the Real Property Improvements.

5.1.4 Engineering Site Plan Fee Waiver or Reimbursement: Subject to the terms and conditions of this Agreement, the City agrees to waive or reimburse all engineering site plan permit fees associated with the construction of the Real Property Improvements.

5.2 Grants. Subject to the terms and conditions of this Agreement, the City will provide the following grants to Developer 1:

5.2.1 Property Acquisition Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide an economic development grant in the amount of one million seven hundred sixty-three thousand six hundred seventy-five dollars and no cents (\$1,763,675.00) to assist with the costs of acquisition of the Property (“Property Acquisition Grant”). The Property Acquisition Grant shall be disbursed in two installments, as set forth in section 5.2.5.1.

5.2.2 Impact Fee Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide a one-time economic development grant in an amount equal to one hundred percent (100%) of all Impact Fees paid to the City at the time of applying for a building permit (“Impact Fee Grant”). As stated in section 5.2.5, the Impact Fee Grant shall be disbursed within thirty (30) days of the timely and satisfactory receipt of the items listed in section 5.2.5.2.

5.2.3 Rights-of-Way Construction Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide an economic development grant in the amount of two million dollars and no cents (\$2,000,000.00) to assist with the costs of design and construction of the Rights-of-Way as required in section 3.2.3 of this Agreement (“Rights-of-Way Construction Grant”). As stated in section 5.2.5, the Rights-of-Way Construction Grant shall be disbursed within thirty (30) days of the timely and satisfactory receipt of the items listed in section 5.2.5.3.

5.2.4 Cash Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide a one-time economic development grant in an amount equal to seventy thousand dollars and no cents (\$70,000.00) plus the total of the Pro-Rata Fee paid by the Developers and the actual cost of extending sanitary sewer infrastructure and improvements from off-site adjacent property to the Property (the “Sanitary Sewer Extension”) less the Oversized Reimbursement Amount (the “Cash Grant”), except that in no case shall the total disbursement of the Oversized Reimbursement Amount and the monthly reimbursement portion of the Cash Grant together equal more than two million dollars (\$2,000,000.00). As stated in section 5.2.5, the Cash Grant shall be disbursed within thirty (30) days of the timely and satisfactory receipt of the items listed in section 5.2.5.4. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, if the total costs of the Oversized Utility Improvements, the Sanitary Sewer Extension and Pro-Rata Fee equal more than two million dollars (\$2,000,000.00) in the aggregate, the Developers may submit a formal request to the City for reimbursement of actual costs incurred or anticipated, which exceed the amount of two million dollars (\$2,000,000.00). This request shall include a letter outlining the rationale for the additional costs, accompanied by an invoice or estimate specifying the scope of the additional work. Upon receipt, the City Manager or her designee will review the request

and determine within fourteen (14) days, in her sole and absolute discretion, whether the costs are reasonable and justified. If a cost estimate is provided to the City for review prior to completing the additional work, the City will not make any payment until the Developers have paid the actual cost for the work and submitted all required documentation, such as receipts and proof of payment, to the City. Reimbursement will only be issued after these conditions are met, as further specified in Section 4.2.2.2 regarding the Oversized Reimbursement Amount and section 5.2.4 regarding the Cash Grant. Any additional grant funding shall not exceed three hundred fifty thousand dollars (\$350,000) without approval of the City Council.

5.2.5 Timing of and Documentation Required for Grants. The Developers acknowledge that this Agreement makes an allowance for the grants provided for herein to be paid to Developer 1, regardless of which Developer performed the requisite work, subject to the terms and conditions of this Agreement, upon submittal of documents to the City in accordance with this Agreement. Any submission deadlines imposed on Developer 1 outlined 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 1 within thirty (30) days of the timely and satisfactory receipt of the below-listed items.

5.2.5.1 Property Acquisition Grant. The Property Acquisition Grant shall be disbursed in two one-time installments. On the Closing Date, Developer 1 shall submit to the City all final closing documents between Developers, the Lewisville PFC, and the current owner of the Property, Granite Construction Company. Subject to the terms and conditions of this Agreement and following the timely and satisfactory receipt of the above-listed documentation, the City shall disburse: (1) one million dollars and no cents (\$1,000,000.00) of the Property Acquisition Grant to Developer 1 on the Closing Date; and (2) seven hundred sixty-three thousand six hundred seventy-five dollars and no cents (\$763,675.00) on or after October 1, 2024, upon written request by Developer 1. Unless otherwise requested by the City, no additional documentation shall be required for the second disbursement of the Property Acquisition Grant.

5.2.5.2 Impact Fee Grant. Within (30) days following the of payment of the Impact Fees, Developer 1 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 reasonably required by the City.

5.2.5.3 Rights-of-Way Construction Grant. The Rights-of-Way Construction Grant is a monthly reimbursement grant based on costs incurred by Developers in the construction of the Rights-of-Way. Within thirty (30) days following the end of each month during the construction of the Rights-of-Way, Developer 1 shall submit monthly draw requests to the City, which shall include the following:

1. original invoices;
2. verification of payment to contractors and subcontractors;
3. lien releases, if applicable;
4. copies of all City inspection approvals, if applicable; and
5. any additional documents needed for verification of eligible expenses, as reasonably requested by the City.

Failure to submit all documentation required by the City in the monthly draw requests may delay the monthly disbursement of the Rights-of-Way Construction Grant or, subject to applicable notice and cure periods, cause a breach of this Agreement.

5.2.5.4. Cash Grant. The Cash Grant is a two-part grant comprised of: (1) a one-time grant of seventy thousand dollars and no cents (\$70,000.00); and (2) a monthly reimbursement grant based on the total of the Pro-Rata Fee paid by the Developers and the actual cost of extending sanitary sewer infrastructure and improvements from off-site adjacent property to the Property, less the Oversized Reimbursement Amount. The following documentation shall be required:

- (a) Within ninety (90) days of the Phase I Commencement Date, Developer 1 shall submit to the City a letter of request for payment of the one-time portion of the Cash Grant.
- (b) Within thirty (30) days following the end of each month of the Term

during the construction of the Utility Improvements, Developer 1 shall submit a draw request to the City for the monthly reimbursement portion of the Cash Grant, which shall include the following:

1. original invoices;
2. verification of payment to contractors and subcontractors; and
3. any additional documents needed for verification of the actual costs and pro-rata agreement fee, as reasonably requested by the City.

Failure to submit all documentation required by the City in these draw requests may delay the disbursement of the Cash Grant or, subject to applicable notice and cure periods, cause a breach of this Agreement.

ARTICLE VI AGREEMENT CONDITIONS

6.1 Required Use Condition. During the Term of this Agreement following Substantial Completion of Phase I and continuing thereafter until expiration of this Agreement or earlier termination of same, the Property shall not be used for any purpose other than the Required Use.

6.2 Minimum Investment Condition. The total minimum Capital Investment shall be one hundred fifty-two million dollars and no cents (\$152,000,000.00). Developers shall jointly meet the minimum Capital Investment on or before the Phase II Completion Date.

6.3 Open Space Requirement. Developers shall at all times during the Term remain in compliance with the open space requirements of the Lease.

6.4 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 either 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.

6.5 Employment of Undocumented Workers. During the Term of this Agreement, the Developers or a branch, division, or department of the Developers does not and will not knowingly employ any undocumented workers as defined in Tex. Govt. Code §2264.001. If either Developer 1 or Developer 2 or a branch, division, or department of Developer 1 or Developer 2 are convicted of a violation under 8 U.S.C. §1324a(f), the Developer so convicted shall repay the amount of the

grants and any other funds received by such Developer 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 such Developer is notified by the City of a violation of this section, plus interest from the date the grants were paid to that 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 that 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 VII

TERMINATION

- 7.1 This Agreement may be terminated upon any one of the following:
 - 7.1.1 By written agreement of the Parties;
 - 7.1.2 By expiration of the Term;
 - 7.1.3 By the City, if either Developer 1 or Developer 2 breaches any terms or conditions of this Agreement and such breach is not cured to the satisfaction of the City, as determined in the City's sole discretion, within sixty (60) days after receipt of written notice thereof from the City and the breaching Developer has not commenced curative action within such 60-day period and has not diligently pursued such curative action to a satisfactory completion;
 - 7.1.4 By the City, if either the Developer 1 or Developer 2 suffers an Event of Bankruptcy;
 - 7.1.5 By the City, if any taxes or fees owed to the City or the State of Texas by Developer 1 or Developer 2 shall become delinquent and payment of delinquent amounts is not made within sixty (60) days after receipt of written notice thereof (provided, however, the delinquent Developer retains

the right to timely and properly protest and contest any such taxes or fees);
and

7.1.6 By the City, within thirty (30) days of providing written notice to the Developers if either Developer 1 or Developer 2 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

7.1.7 As otherwise stated within this Agreement.

7.2 Refund of Grants.

7.2.1 In the event the Agreement is terminated by the City pursuant to Section 7.1.3, 7.1.4, 7.1.5, or 7.1.7 of this Agreement, the Developers shall pay back, within sixty (60) days of receiving written notice from the City, all grant funds received under this Agreement.

7.2.2 In the event the Agreement is terminated by the City pursuant to section 7.1.6, the Developers shall, within one hundred and 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 6.5 of this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 This Agreement and the Attachments hereto constitute the entire agreement among the Parties with respect to the matters and transactions contemplated hereby and supersede all prior contracts or agreements with respect to such matters and transactions, whether oral or written, including the Original Agreement. 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 Developers 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.

8.2 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 Developers 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 Developer in question was delayed, subject to approval of the City Manager, in her sole and absolute discretion. Any grant period, the Term, and any other applicable periods may be extended, subject to the City Manager's approval, in her sole and absolute discretion, if necessary, to provide the Developers the grants and waivers contemplated by this Agreement; provided, however, that the deadline for any payment to be made to the Developers hereunder may not be extended without the prior written consent of Developer 1. 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.

8.3 It is understood and agreed between the Parties that the Developers, in performing their obligations hereunder, are 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.

8.4 The Developers further agree 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 Developers' reasonable security requirements, to ensure that the Real Property Improvements 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 Developers reasonable prior telephone, email, or written notice of any such inspection, and (b) a representative of the Developers 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.

8.5 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.

8.6 Notices required to be given to any party to this Agreement shall be given by electronic mail, 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
Email: msamples@cityoflewisville.com

For Developer 1 by notice to:

Old Town Lewisville Tenant I, LP
Attn: Matthew J. Vrugink
2501 N. Harwood Street, Suite 2400
Dallas, Texas 75201
Email: mjv@oalaholdings.com

For Developer 2 by notice to:

Old Town Lewisville Tenant II, LP
Attn: Matthew J. Vrugink
2501 N. Harwood Street, Suite 2400
Dallas, Texas 75201
Email: mjv@oalaholdings.com

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.

8.7 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.

8.8 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.

8.9 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.

8.10 THE DEVELOPERS AGREE 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 THE DEVELOPERS' BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF EITHER 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.

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

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

8.13 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.

8.14 The City represents and warrants to the Developers 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. Developers represent and warrant that this Agreement has been approved by appropriate action of Developers, and that the individual(s) executing this Agreement on behalf of Developers have 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.

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

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

8.17 Where applicable, pursuant to Texas Government Code Chapter 2252, Subchapter F, Developers each affirm, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

8.18 Where applicable, pursuant to Texas Government Code Chapter 2271, Developers each affirm that execution of this Agreement serves as written verification that Developers: (1) do 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 Developers each employ 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.

8.19 Where applicable, pursuant to Texas Government Code Chapter 2274, Developers each affirm that execution of this Agreement serves as written verification that Developers (1) do 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 (2) will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Developers each employ 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.

8.20 Where applicable, pursuant to Texas Government Code Chapter 2275, Developers each verify they are not:

(a) owned by or the majority of stock or other ownership interest of the company is held or controlled by:

(i) individuals who are citizens of China, Iran, North Korea, Russia, or other designated country, as that term is defined in Texas Government Code Section 2275.0101; or

(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country, as that term is defined in Texas Government Code Section 2275.0101; or

(b) headquartered in China, Iran, North Korea, Russia, or other designated country.

The City may terminate this Agreement immediately without any further liability if the City determines, in its sole but reasonable judgment, that Developers have not provided accurate information in response to this section. This section is not applicable if this Agreement does not grant the Developers direct or remote access to or control of critical infrastructure as defined in the Texas Government Code section 2275.0101, except as specifically allowed by the City for product warranty and support services.

8.21 Where applicable, pursuant to Texas Government Code Chapter 2276, Developers each affirm that execution of this Agreement serves as written verification that Developers: (1) do 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 Developers each employ 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.

8.22 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.

8.23 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 Developers; and, neither the City nor its consultants have verified such information.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DATED this the 20 day of October, 2025.

CITY OF LEWISVILLE, TEXAS

Claire Powell, City Manager

ATTEST:

Jennifer Ippolito, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

DEVELOPER 1:

Old Town Lewisville Tenant I, LP

By: OP Lewisville GP I, LLC, its general partner

By: *Daniel L. Smith*

Name: Daniel Smith

Title: Vice President

DEVELOPER 2:

Old Town Lewisville Tenant II, LP

By: OP Lewisville GP II, LLC, its general partner

By: *Daniel L. Smith*

Name: Daniel Smith

Title: Vice President

CITY OF LEWISVILLE REINVESTMENT ZONE NUMBER 1

Executed as an acknowledgement that the TIRZ #1 tax increment fund balance shall serve as the source of funding for certain grant funds provided under this Agreement, as outlined herein.

By: _____

Name: _____

Title: Board President



	GSES	GSES
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ATTACHMENT "B"

SITE DATA																							
SITE LOCATION LEWISVILLE, TEXAS 75057																							
SITE AREA <table><tr><td>PHASE I</td><td>12.58 ACRES / 548,029.13 S.F.</td></tr><tr><td>PHASE II</td><td>5.00 ACRES /217,883.34 S.F.</td></tr><tr><td>SITE AREA</td><td>17.58 ACRES / 765,912.47 S.F.</td></tr></table>		PHASE I	12.58 ACRES / 548,029.13 S.F.	PHASE II	5.00 ACRES /217,883.34 S.F.	SITE AREA	17.58 ACRES / 765,912.47 S.F.																
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SITE AREA	17.58 ACRES / 765,912.47 S.F.																						
ZONING SUMMARY - BUILDING <u>YARDS AND EASEMENTS</u> FRONT YARD = 5 FT SIDE YARD = 5 FT REAR YARD = 5 FT																							
<u>LOT SIZE</u> ALLOWED NO MINIMUM LOT SIZE																							
<u>HEIGHT AND STORIES</u> <table><tr><td>ALLOWED COTTAGE</td><td>30 FT/ 1 STORY</td></tr><tr><td>PROVIDED</td><td>26 FT/ 1 STORY</td></tr><tr><td colspan="2"> </td></tr><tr><td>ALLOWED 2-STORY TOWNHOME</td><td>50 FT/ 2 STORIES</td></tr><tr><td>PROVIDED</td><td>40 FT/ 2 STORIES</td></tr><tr><td colspan="2"> </td></tr><tr><td>ALLOWED 3-STORY APT (FLATS & STACKED)</td><td>60 FT/ 3 STORIES</td></tr><tr><td>PROVIDED</td><td>51 FT/ 3 STORIES</td></tr><tr><td colspan="2"> </td></tr><tr><td>ALLOWED 4-STORY APT</td><td>70 FT/ 4 STORIES</td></tr><tr><td>PROVIDED</td><td>65 FT/ 4 STORIES</td></tr></table>		ALLOWED COTTAGE	30 FT/ 1 STORY	PROVIDED	26 FT/ 1 STORY			ALLOWED 2-STORY TOWNHOME	50 FT/ 2 STORIES	PROVIDED	40 FT/ 2 STORIES			ALLOWED 3-STORY APT (FLATS & STACKED)	60 FT/ 3 STORIES	PROVIDED	51 FT/ 3 STORIES			ALLOWED 4-STORY APT	70 FT/ 4 STORIES	PROVIDED	65 FT/ 4 STORIES
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DENSITY - PHASE I (AREAS A & B) <table><tr><td>3-STORY APT UNIT FLATS</td><td>72</td></tr><tr><td>3-STORY APT UNIT STACKED</td><td>112</td></tr><tr><td>2-STORY TOWNHOMES</td><td>43</td></tr><tr><td>COTTAGES</td><td>30</td></tr><tr><td colspan="2"> </td></tr><tr><td>TOTAL PROVIDED</td><td>257</td></tr></table>		3-STORY APT UNIT FLATS	72	3-STORY APT UNIT STACKED	112	2-STORY TOWNHOMES	43	COTTAGES	30			TOTAL PROVIDED	257										
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2-STORY TOWNHOMES	43																						
COTTAGES	30																						
TOTAL PROVIDED	257																						
DENSITY - PHASE II (AREA C) <table><tr><td>4-STORY APT UNITS</td><td>343</td></tr><tr><td>TOTAL PROVIDED</td><td>343</td></tr></table>		4-STORY APT UNITS	343	TOTAL PROVIDED	343																		
4-STORY APT UNITS	343																						
TOTAL PROVIDED	343																						
DENSITY - PHASE I & II (AREAS A, B & C) <table><tr><td>3-STORY APT UNIT FLATS</td><td>72</td></tr><tr><td>3-STORY APT UNIT STACKED *</td><td>112</td></tr><tr><td>2-STORY TOWNHOMES *</td><td>43</td></tr><tr><td>COTTAGES *</td><td>30</td></tr><tr><td>4-STORY APT UNITS</td><td>343</td></tr><tr><td colspan="2"> </td></tr><tr><td>TOTAL PROVIDED</td><td>600</td></tr></table> <i>*LOW DENSITY UNITS SHALL BE A MINIMUM OF 30% TOTAL</i>		3-STORY APT UNIT FLATS	72	3-STORY APT UNIT STACKED *	112	2-STORY TOWNHOMES *	43	COTTAGES *	30	4-STORY APT UNITS	343			TOTAL PROVIDED	600								
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2-STORY TOWNHOMES *	43																						
COTTAGES *	30																						
4-STORY APT UNITS	343																						
TOTAL PROVIDED	600																						

LEGEND	
	CLUB HOUSE
	MULTI-FAMILY RESIDENCES (4 STORY)
	MULTI-FAMILY RESIDENCES (3 STORY)
	TOWNHOMES
	COTTAGES
	PARKING GARAGE/ DETACHED GARAGES

ZONING SUMMARY - PARKING		
REQUIRED PARKING	UNITS	SPACES
1.50 SPACES PER UNIT (PRIVATE)	600	900
0.30 SPACES PER UNIT (PUBLIC)	600	180
TOTAL REQUIRED		1,080

PROVIDED PARKING - PHASE I (AREA A)	
PRIVATE (OFF-STREET)	SPACES
SURFACE - REGULAR	43
SURFACE - PARALLEL	4
TOWNHOMES - GARAGES	55
TOTAL PROVIDED	102

ADDITIONAL PUBLIC PARKING - PHASE I (AREA A)	
PUBLIC (ON-STREET)	
SURFACE - ANGLE	12
SURFACE - PARALLEL	66
TOTAL	78

PROVIDED PARKING RATIO - PHASE I (AREA A) = 1.40

PROVIDED PARKING - PHASE I (AREA B)	
PRIVATE (OFF-STREET)	SPACES
SURFACE - REGULAR	188
DETACHED GARAGES	6
TOTAL PROVIDED	194

ADDITIONAL PUBLIC PARKING - PHASE I (AREA B)	
PUBLIC (ON-STREET)	
SURFACE - ANGLE	47
SURFACE - PARALLEL	40
TOTAL	87

PROVIDED PARKING RATIO - PHASE I (AREA B) = 1.05

(PROVIDED PARKING RATIO - PHASE I (AREA A & B) = 1.15)

PROVIDED PARKING - PHASE II (AREA C)	
PRIVATE (OFF-STREET)	SPACES
GARAGE - REGULAR	518
TOTAL PROVIDED	518

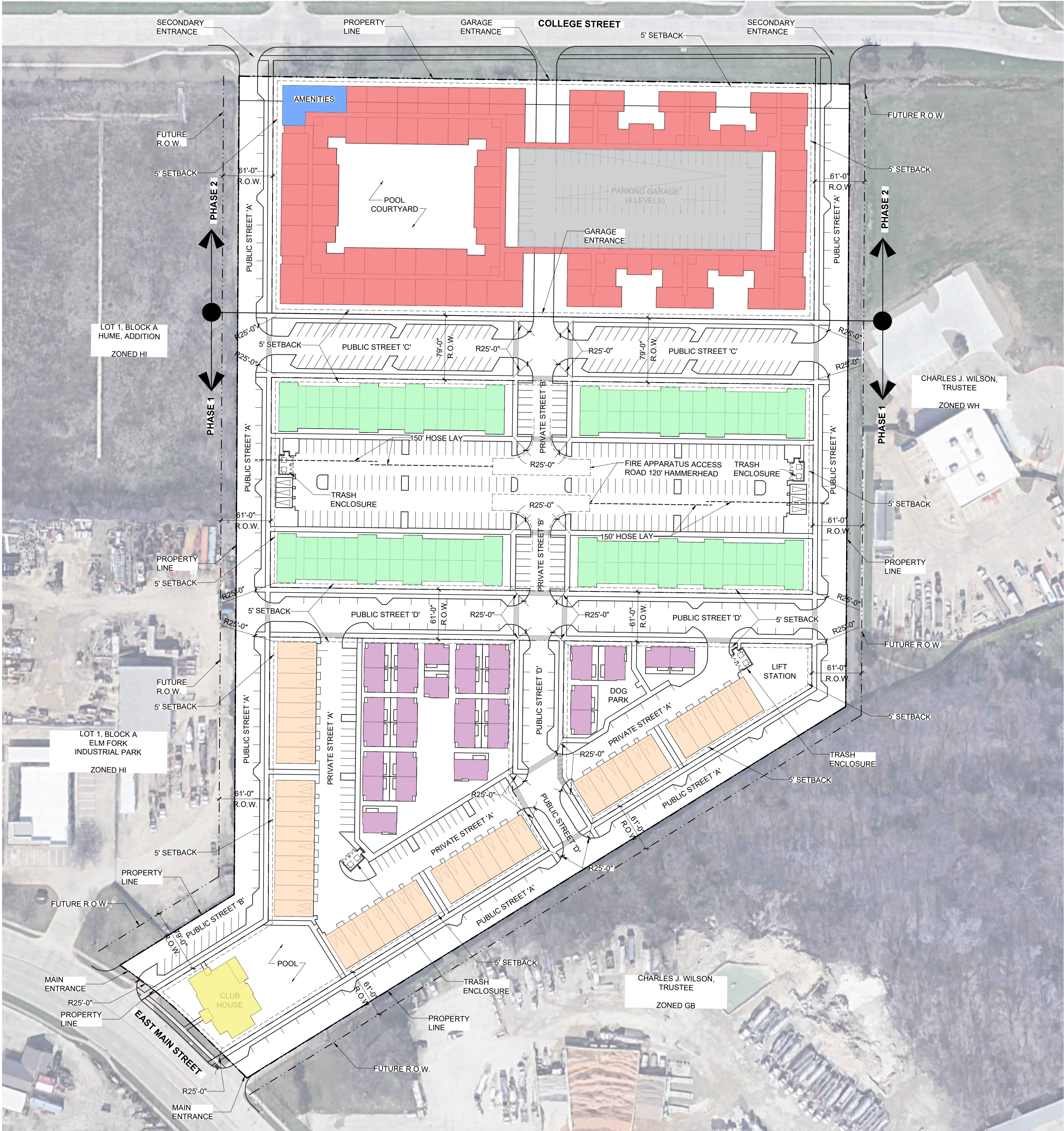
ADDITIONAL PUBLIC PARKING - PHASE II (AREA C)	
PUBLIC (ON-STREET)	
SURFACE - ANGLE	46
SURFACE - PARALLEL	20
TOTAL	66

PROVIDED PARKING RATIO - PHASE II (AREA C) = 1.51

PROVIDED PARKING - PHASE I & II (AREAS A, B & C)	
PRIVATE (OFF-STREET)	SPACES
SURFACE - REGULAR	231
SURFACE - PARALLEL	4
TOWNHOMES - GARAGES	55
DETACHED GARAGES	6
GARAGE - REGULAR	518
TOTAL PROVIDED	814

ADDITIONAL PUBLIC PARKING - PHASE I & II (AREAS A, B & C)	
PUBLIC (ON-STREET)	
SURFACE - ANGLE	105
SURFACE - PARALLEL	126
TOTAL	231

PROVIDED PARKING RATIO - PHASE I & II (AREAS A, B & C) = 1.36



ATTACHMENT "C"

ORDINANCE NO. 0620-23-ZON

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING APPROXIMATELY 17.5827-ACRES OF LAND, LEGALLY DESCRIBED AS LOTS 2A AND 2B, BLOCK A; LOCATED AT 701 EAST MAIN STREET; FROM HEAVY INDUSTRIAL (HI) DISTRICT ZONING TO PLANNED DEVELOPMENT MIXED USE (PD-MU) DISTRICT ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE ZONING AMENDMENT HEREIN MADE PROMOTES THE HEALTH, SAFETY, AND GENERAL WELFARE OF THE CITY; PROVIDING FOR A REPEALER, SEVERABILITY, A PENALTY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made to amend the Official Zoning Map of Lewisville, Texas by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by state statutes and the Zoning Ordinance of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that the rezoning of the approximately 17.5827-acre property described in the attached Exhibit "A" (the "Property"), be **approved**, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Lewisville, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and,

WHEREAS, the City Council of the City of Lewisville, Texas, at a public hearing called by the City Council of the City of Lewisville, Texas, did consider the following factors in making a determination as to whether this requested change should be granted or denied: the sufficiency of space provided in appropriate areas for a variety of uses and open space; securing safety from fire, flood, panic and other natural and human-initiated disasters; promotes health and the general welfare;

provision of adequate light, air and open spaces; promotion of a desirable visual environment; the establishment of appropriate population densities and concentrations; the appropriate sensible and effective expenditure of public funds; the conservation of open space and valuable natural resources and prevention of urban sprawl and degradation of the environment through improper use of land; the promotion of free flow of traffic and prevention of congestion or blight; the efficiency of the land development process; and the protection and preservation of areas of environmental, historical, cultural, and architectural significance within the city and,

WHEREAS, the City Council further considered among other things the character of the district and its peculiar suitability for particular uses and with the view to conserve the value of buildings, encourage the most appropriate use of land throughout this City; and,

WHEREAS, the City Council of the City of Lewisville, Texas, does find that there is a public necessity for the zoning change, that the public interest clearly requires the amendment, that the zoning changes do not unreasonably invade the rights of adjacent property owners; and,

WHEREAS, the City Council of the City of Lewisville, Texas, does find that the change in zoning promotes the health, safety, morals and general welfare of the City by providing sufficient space in appropriate areas; securing safety from fire, flood, panic and other natural and human-initiated dangers; providing adequate light, air and open spaces; promoting a desirable visual environment; promoting the establishment of appropriate population densities and concentrations; encouraging the appropriate and efficient expenditure of public funds; promoting the conservation of open space and valuable natural resources and preventing urban sprawl and degradation of the environment; encouraging the location and design of transportation to promote the free flow of traffic

and prevent congestion and blight; encouraging more effective land development; and protecting and preserving areas of environmental, historical, cultural and architectural significance within the City; and,

WHEREAS, the City Council of the City of Lewisville, Texas, has determined that there is a necessity and need for this change in zoning and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the Property since it was originally classified and, therefore, feels that a change in zoning classification for the Property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Lewisville, Texas, and helps promote the general health, safety, and welfare of this community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT:

SECTION 1. The Zoning Ordinance of the City of Lewisville, Texas, be, and the same is hereby amended and changed in that the zoning of the Property is hereby changed to **PLANNED DEVELOPMENT MIXED USE (PD-MU) DISTRICT ZONING** and in compliance with the Planned Development Standards and Zoning Plan attached hereto as Exhibit "B" and subject to the following conditions:

1. All units within the planned development shall be under one ownership and must be managed by on-site staff available during regular business hours and within one hour after hours;

2. All units within the planned development shall have access to all amenities within the planned development, including but not limited to all swimming pools, clubhouses, dog parks, and open spaces for each respective phase; and
3. The cottage units shall consist of varying architectural details and colors.

SECTION 2. The Planning Director, or designee, is hereby directed to correct the Official Zoning Map of the City of Lewisville, Texas, to reflect this change in zoning.

SECTION 3. In all other respects the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Lewisville Zoning Ordinance and all other applicable and pertinent ordinances of the City of Lewisville, Texas.

SECTION 4. The zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, and the general welfare of the community. They have been designed with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future in order to provide sufficient space in appropriate areas; to secure safety from fire, panic, flood and other natural and human-initiated dangers; to provide adequate light, air and open spaces; to promote a desirable visual environment; to promote the establishment of appropriate population densities and concentrations; to encourage the appropriate and efficient expenditure of public funds; to encourage the location and design of transportation to promote the free flow of traffic and discourage congestion and blight; to encourage more effective land development, and to protect and preserve areas of environmental, historical, cultural, and architectural significance within the City.

SECTION 5. This Ordinance shall be cumulative of all other ordinances of the City of Lewisville, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances, except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this Ordinance.

SECTION 6. The terms and provisions of this Ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the Property shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 7. Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the Municipal Court, shall be subject to a fine of not more than \$2,000.00 for each offense, and each day a violation continues shall constitute a separate offense.

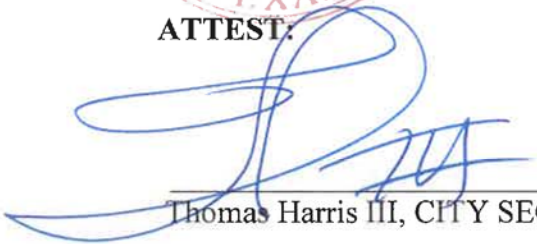
SECTION 8. This Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

SECTION 9. The fact that the present Zoning Ordinance and regulations of the City of Lewisville, Texas are inadequate to properly safeguard the health, safety, peace and general welfare of the inhabitants of the City of Lewisville, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this Ordinance shall become effective from and after the date of its passage and approval and publication, as the law in such cases provides, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEWISVILLE, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 20TH DAY OF
NOVEMBER, 2023.



ATTEST:


Thomas Harris III, CITY SECRETARY

APPROVED:


TJ Gilmore, MAYOR

APPROVED AS TO FORM:


Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Property Description

Exhibit B
Planned Development Standards
Zoning Plan

Narrative

CURRENT ZONING: The site is current zoned “HI- Heavy Industrial”.

BASED ZONING DISTRICT REQUESTED: We are requesting a “PD- Planned Development” with a “MU- Mixed Use” base district.

VARIANCES:

After several productive meeting with City Staff over the past several months, the site plan attached was developed. We are requesting the following variances.

	Required	Requested
Carport	Not Allowed	Allowed
Dwelling, Two-Family (Duplex)	Not Allowed	Allowed
Definition of Multifamily use	The floor area of any multifamily dwelling unit shall contain a minimum of 500 square feet of livable floor space, but units within any single building must contain an average of 650 square feet of livable floor space.	The floor area of any multifamily dwelling unit shall contain a minimum of 500 square feet of livable floor space.
Parking Section VII.3.7	Off-street parking not allowed between principal building and public or private street.	Off-street parking is allowed between principal building and public or private street.
Parking Section VIII.1.2 C	Parking surface in front yard of duplex shall be limited to 27 feet in width	Parking shall not be limited in front of duplex
Parking Requirements	Meet Unified Development Code	Per Site Plan
Parking Requirements	45 degree stall depth (19'-1")	45 degree stall depth (16'-0")
Landscaping Requirements	Meet Unified Development Code	Per site Plan

PHASING:

There will be two phases. Phase I will includes Area A and Area B. There will be a total of 257 units Phase I and a total of 348 units in Phase II.

STATEMENT OF PURPOSE:

Ojala Partners, in partnership with the City of Lewisville Public Facilities Corporation (LPFC), is excited to bring a vibrant new development to the eastern portion of Old Town Lewisville. This development will feature a variety of product types that are geared to residents at all stages of life including single-family cottages, townhomes with attached garages, townhomes with surface parking, and traditional multifamily dwelling units in both 3 and 4-story buildings. This will be a transit-oriented development in a walkable urban grid form, with easy access to the DCTA Old Town Station and the main strip of Old Town. This development will be a catalyst for a massive wave of redevelopment that is ready to occur in the Eastern Old Town area.

THE STANDARD AT OLD TOWN DEVELOPMENT STANDARDS

I. PROJECT LOCATION

The Standard at Old Town project consists of 17.58 acres of land located on Main Street in Lewisville, TX, and more generally described in Exhibit A.

II. PURPOSE AND INTENT

A. Purpose: The purpose of the district is to create a Planned Development District comprised of, but not limited to, cottages, townhomes, and traditional multi-family dwelling units.

1. The purpose of this district is:
 - a. To provide development and land use flexibility within the framework of a Planned Development District.
2. The intent of this district is:
 - a. To create a rental community with a variety of rental unit types and price points and a walkable urban street design that provides a connection to Old Town Station and is compatible with the Old Town Transit Oriented Development Master Plan and Updates.
3. The Development and Design Standards herein shall apply to the entire Standard at Old Town development unless indicated otherwise.
4. The Standard at Old Town may be developed in two phases.
5. The total number of dwelling units shall not exceed six-hundred and fifty (650) units.
6. The percentage of Low-Density units shall not be required to exceed 30% of the total units on the site.

B. Applicability: These standards shall apply to all development within the Standard at Old Town boundaries as defined in Exhibit A.

C. Zoning Ordinance: All references herein to the City of Lewisville Zoning Ordinance shall be to the City of Lewisville Zoning Ordinance in effect on September 15, 2023.

III. DEFINITIONS

The definitions as listed in the “MU” Mixed-Use District regulations shall apply to the Standard at Old Town development in addition to the definitions provided below:

- A. Low-Density units- A Low-Density unit is defined as single-story cottage or townhome. In Area B, a townhome may have another unit above it and still be considered a low-density unit
- B. Single-story cottage- a residential unit that is one story and similar to a single-family home with a fenced back yard design to be rented and not on its own platted lot.
- C. Townhomes- The townhomes shall consist of a unit that compromises the first and second floors

IV. DEVELOPMENT REGULATIONS

The Standard at Old Town development will include three districts as shown in Exhibit C. The base zoning for this PD shall be “MU” Mixed-Use.

A. AREA A- Cottage and Townhome Requirements:

- 1. Purpose: The purpose of this area is to provide a missing rental type, more similar to a single-family home, to this area. Both the Cottages and Townhomes in this area will have ground floor entry and a fenced in front or back yard.
- 2. Permitted Uses:
 - a. This area shall allow for a minimum of 70 multifamily units (single-family detached or attached townhomes).
 - b. Cottage style detached dwelling units
 - c. Townhomes
 - d. Amenity Center- There shall be a detached amenity center that will be a minimum of 5,000 gross square feet and a minimum 500 square feet of commercial space. The commercial component can be attached to the amenity center.
 - e. Commercial space- May be any non-residential use allowed in the MU district, as amended, subject to the same requirements for Special Use Permits or Use Specific Standards, and open to the public.
- 3. Height Regulations: No building shall exceed 25-feet in height and one story for cottages and 35-feet in height and two stories for townhomes

4. Area Regulations: The following minimum standards shall be required as measured from the property line.

Minimum Dwelling Unit:	The minimum dwelling unit size shall be 700 square feet.
Lot Coverage:	None
Front Yard:	0', except along a public street minimum 5'
Garage Setback:	Garages are not permitted to face a public street. Along a private street they must be setback 4'
Rear Yard:	0' except along a public street minimum 5'
Side Yard:	0' except along a public street minimum 5'

5. Parking Requirements

- a. The off-street parking ratio for the Cottage and Townhome Area use shall be minimum 1.4 parking stalls per unit
- b. No off-street parking is required for the amenity space.
- c. Townhomes shall have a minimum of 1 garage space each, except that townhomes on the ends of the building row shall have a minimum of 2 garage spaces each.

6. Architectural Requirements: All building shall comply with the elevations provided in Exhibits F, G, and J Elevations.

- a. Townhomes units will require a minimum of 20% of outward facing façade consisting of brick or stone. The remainder may be wood, cement board or stucco.
- b. Cottages may be 100 percent cement board siding.

B. AREA B- Three Story Requirements:

1. Purpose: The purpose of this area is to provide a missing rental type in this area.

2. Permitted Uses:

- a. Multi-family dwelling unit- This area shall allow for a minimum of 180 multifamily units (single-level dwelling units or townhomes) Townhomes in this area will have ground floor entry and may have a fenced in front yard

3. Height Regulations: No building shall exceed 50-feet in height and three stories.

4. Area Regulations: The following minimum standards shall be required as measured from the property line.

Minimum Dwelling Unit: The minimum dwelling unit size shall be 600 square feet for single-level dwelling units and 700 square feet for townhomes.

Lot Coverage: None

Front Yard: 0' except along a public street minimum 5'

Garage Setback: Garages are not permitted to face a public street. Along a private street they must be setback 4'

Rear Yard: 0' except along a public street minimum 5'

Side Yard: 0' except along public streets minimum 5'

5. Parking Requirements

a. The off-street parking ratio for the Three-Story Area use shall be 1 parking stalls per unit.

b. Detached parking garages shall be allowed, but cannot face public streets.

6. Architectural Requirements: All building shall comply with the elevations provide in Exhibit K Elevations. In addition, all buildings within the Three Story Area-B shall comply with the following standards:

a. A minimum of 20% of outward facing façade shall consist of brick or stone. The remainder may be cement-board, stucco or wood.

C. AREA C- Four/ Five Story Requirements:

1. Purpose: This area is to provide a high-density residential option.

2. Permitted Uses:

a. Multi-family dwelling unit- this area shall allow for a maximum of 360 multi-family dwelling units.

3. Height Regulations: No building shall exceed 80-feet in height or 5 stories in height.

4. Area Regulations: The following minimum standards shall be required as measured from the property line.

Minimum Dwelling Unit:	The minimum dwelling unit size shall be 600 square feet.
Lot Coverage:	None
Front Yard:	5'
Garage Setback:	0'
Rear Yard:	0' except along a public street minimum 5'
Side Yard:	0' except along a public street minimum 5'

5. Parking Requirements

- a. The off-street parking ratio for the Four or Five-Story Area use shall be 1.5 parking stalls per unit.
- b. All off-street private parking will be located in a parking garage.

6. Architectural Requirements: All building shall comply with the elevations provide in Exhibit L Elevations. In addition all buildings withing the Four Story Area-C shall comply with the following standards:

- a. A minimum of 20% of outward facing façade shall consist of brick or stone.
- b. Any exposed portion of parking garage shall have a mural or other architectural buffer (screening) along the College Street elevation.

V. DEVELOPMENT AND DESIGN STANDARDS

A. Streets:

1. The development shall be served by six street types that have been designed to best serve the development. The cross sections shall be as shown in Exhibit E. The alignment of streets will follow the zoning plan.

The City Engineer shall have the discretionary authority to consider and approve exceptions to the Street Design Standards, limited to grade and centerline curvature, based on compelling evidence of hardship on a case-by-case basis. All other exceptions to the Street Design Standards shall be approved by the City Council.

2. All public streets will be owned and maintained by the City of Lewisville.
3. All public streets, excluding College Street and Main Street, will contain either parallel, angled or reverse angled on-street parking as shown in the zoning plan.
4. All private streets will be owned and maintained by the Property Owner.
5. Street lighting shall comply with the standards used in Old Town and be publicly maintained.

B. Screening, Gates and Fences: All fencing within the Standard at Old Town shall comply with Chapter 4, Article X of the City of Lewisville Code of Ordinances and the standards below:

1. Screening shall be required as shown in Exhibit D.
 - a. Area A
 - i. Cottage units may have a 6-foot-tall wooden fence around each backyard as shown in Exhibit B.
 - ii. The townhomes may have a 4-foot-tall decorative front-yard fence.
 - b. Area B
 - i. There may be a 4-foot-tall decorative front-yard fence at all townhomes.
 - ii. There may be a 6-foot tall fence installed between public streets and private property to screen parking lots. The shrubs required in Section C below shall be planted between the fence and the street.
 - iii. There may be a gate that separates public from private parking in Area B.
2. The Property Owner (HOA) shall be responsible for the maintenance of all required screening devices and fencing on privately owned property (not within the ROW).

C. Landscape and Open Space Standards: All development within the Standard at Old Town shall comply with the City of Lewisville's Landscaping Ordinance and shall comply with Exhibit D with the following requirements:

1. There shall be a minimum of one 2.5" shade tree planted every 40-feet along a public ROW.
2. The amenity center, public amenity spaces, and pocket parks shall be provided and include landscaping and trees as shown in Exhibit D.

- a. Provide (1) 2.5" caliper canopy tree per 600sf of public open space. The public open spaces include: amenity center, (3) pocket parks and a dog park. Additionally, (2) ornamental trees can be substituted for (1) 2.5" canopy tree to encourage tree diversity
3. There shall be screening of the detached garage, receptacles and parking lot located in Area B by a row of evergreen shrubs that shall be a minimum of 4' high at planting.
4. All landscaping within the dedicated public ROW will be maintained by the adjacent property owner.

VI. **AMENITIES**

A. **Community Amenities:** The Standard at Old Town will provide community amenities. All amenities will for the use of the residents and not open to the public. Community amenities may include the following:

1. Dog park- One dog park that is a minimum of 1,000 sf.
2. Sports Court- One sports court that is a minimum of 800 sf
3. Pocket park- One pocket park located in Area A that is a minimum of 3,000 sf. It will contain two benches, landscaped areas, and a multi-functional lawn.
4. Swimming pool- resort style swimming pool with outdoor grilling areas.

SITE DATA	
SITE LOCATION LEWISVILLE, TEXAS 75057	
SITE AREA PHASE I12.58 ACRES / 548,029.13 S.F. PHASE II5.00 ACRES /217,883.34 S.F. SITE AREA17.58 ACRES / 765,912.47 S.F.	
ZONING SUMMARY - BUILDING YARDS AND EASEMENTS FRONT YARD = 5 FT SIDE YARD = 5 FT REAR YARD = 5 FT	
LOT SIZE ALLOWEDNO MINIMUM LOT SIZE	
HEIGHT AND STORIES ALLOWED COTTAGE30 FT/ 1 STORY PROVIDED26 FT/ 1 STORY ALLOWED 2-STORY TOWNHOME50 FT/ 2 STORIES PROVIDED40 FT/ 2 STORIES ALLOWED 3-STORY APT (FLATS & STACKED)60 FT/ 3 STORIES PROVIDED51 FT/ 3 STORIES ALLOWED 4-STORY APT70 FT/ 4 STORIES PROVIDED65 FT/ 4 STORIES	
DENSITY - PHASE I (AREAS A & B) 3-STORY APT UNIT FLATS72 3-STORY APT UNIT STACKED112 2-STORY TOWNHOMES43 COTTAGES30 TOTAL PROVIDED257	
DENSITY - PHASE II (AREA C) 4-STORY APT UNITS343 TOTAL PROVIDED343	
DENSITY - PHASE I & II (AREAS A, B & C) 3-STORY APT UNIT FLATS72 3-STORY APT UNIT STACKED *112 2-STORY TOWNHOMES *43 COTTAGES *30 4-STORY APT UNITS343 TOTAL PROVIDED600 *LOW DENSITY UNITS SHALL BE A MINIMUM OF 30% TOTAL	

LEGEND		
	CLUB HOUSE	
	MULTI-FAMILY RESIDENCES (4 STORY)	
	MULTI-FAMILY RESIDENCES (3 STORY)	
	TOWNHOMES	
	COTTAGES	
	PARKING GARAGE/ DETACHED GARAGES	

ZONING SUMMARY - PARKING		
REQUIRED PARKING	UNITS	SPACES
1.50 SPACES PER UNIT (PRIVATE)	600	900
0.30 SPACES PER UNIT (PUBLIC)	600	180
TOTAL REQUIRED		1,080

PROVIDED PARKING - PHASE I (AREA A)	
PRIVATE (OFF-STREET)	SPACES
SURFACE - REGULAR	43
SURFACE - PARALLEL	4
TOWNHOMES - GARAGES	55
TOTAL PROVIDED	102

ADDITIONAL PUBLIC PARKING - PHASE I (AREA A)	
PUBLIC (ON-STREET)	
SURFACE - ANGLE	12
SURFACE - PARALLEL	66
TOTAL	78

PROVIDED PARKING RATIO - PHASE I (AREA A) = 1.40

PROVIDED PARKING - PHASE I (AREA B)	
PRIVATE (OFF-STREET)	SPACES
SURFACE - REGULAR	188
DETACHED GARAGES	6
TOTAL PROVIDED	194

ADDITIONAL PUBLIC PARKING - PHASE I (AREA B)	
PUBLIC (ON-STREET)	
SURFACE - ANGLE	47
SURFACE - PARALLEL	40
TOTAL	87

PROVIDED PARKING RATIO - PHASE I (AREA B) = 1.05

(PROVIDED PARKING RATIO - PHASE I (AREA A & B) = 1.15)

PROVIDED PARKING - PHASE II (AREA C)	
PRIVATE (OFF-STREET)	SPACES
GARAGE - REGULAR	518
TOTAL PROVIDED	518

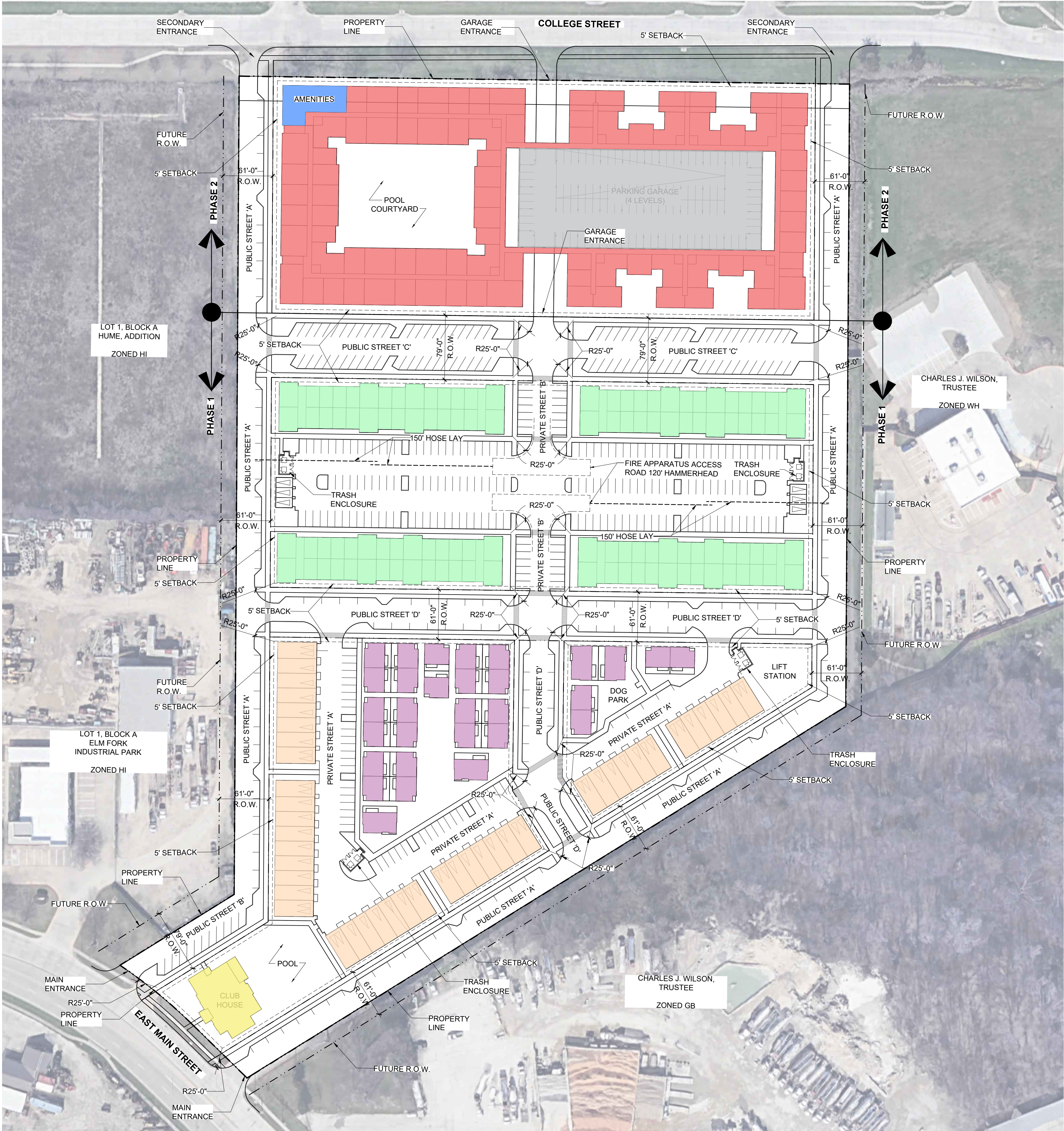
ADDITIONAL PUBLIC PARKING - PHASE II (AREA C)	
PUBLIC (ON-STREET)	
SURFACE - ANGLE	46
SURFACE - PARALLEL	20
TOTAL	66

PROVIDED PARKING RATIO - PHASE II (AREA C) = 1.51

PROVIDED PARKING - PHASE I & II (AREAS A, B & C)	
PRIVATE (OFF-STREET)	SPACES
SURFACE - REGULAR	231
SURFACE - PARALLEL	4
TOWNHOMES - GARAGES	55
DETACHED GARAGES	6
GARAGE - REGULAR	518
TOTAL PROVIDED	814

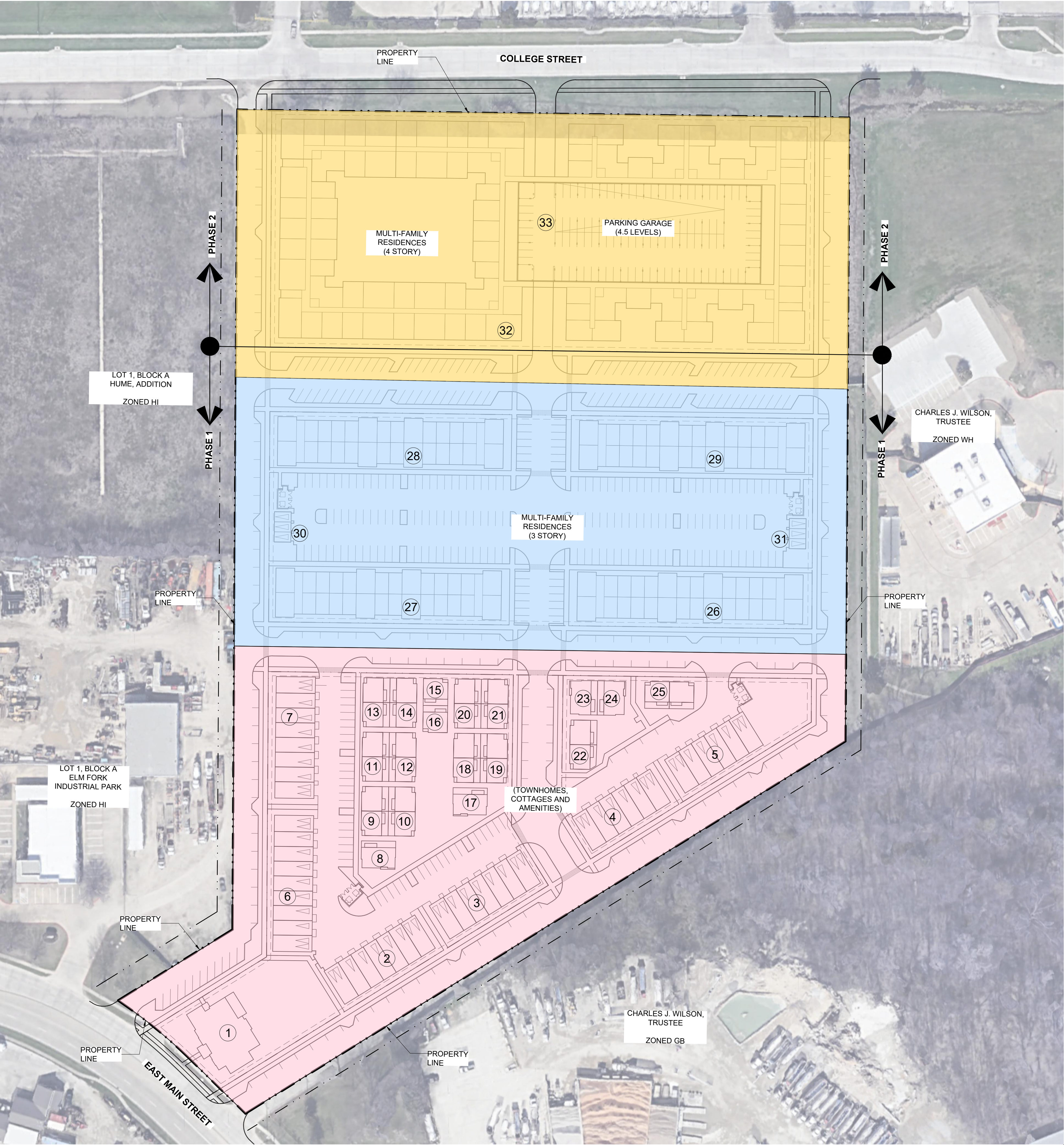
ADDITIONAL PUBLIC PARKING - PHASE I & II (AREAS A, B & C)	
PUBLIC (ON-STREET)	
SURFACE - ANGLE	105
SURFACE - PARALLEL	126
TOTAL	231

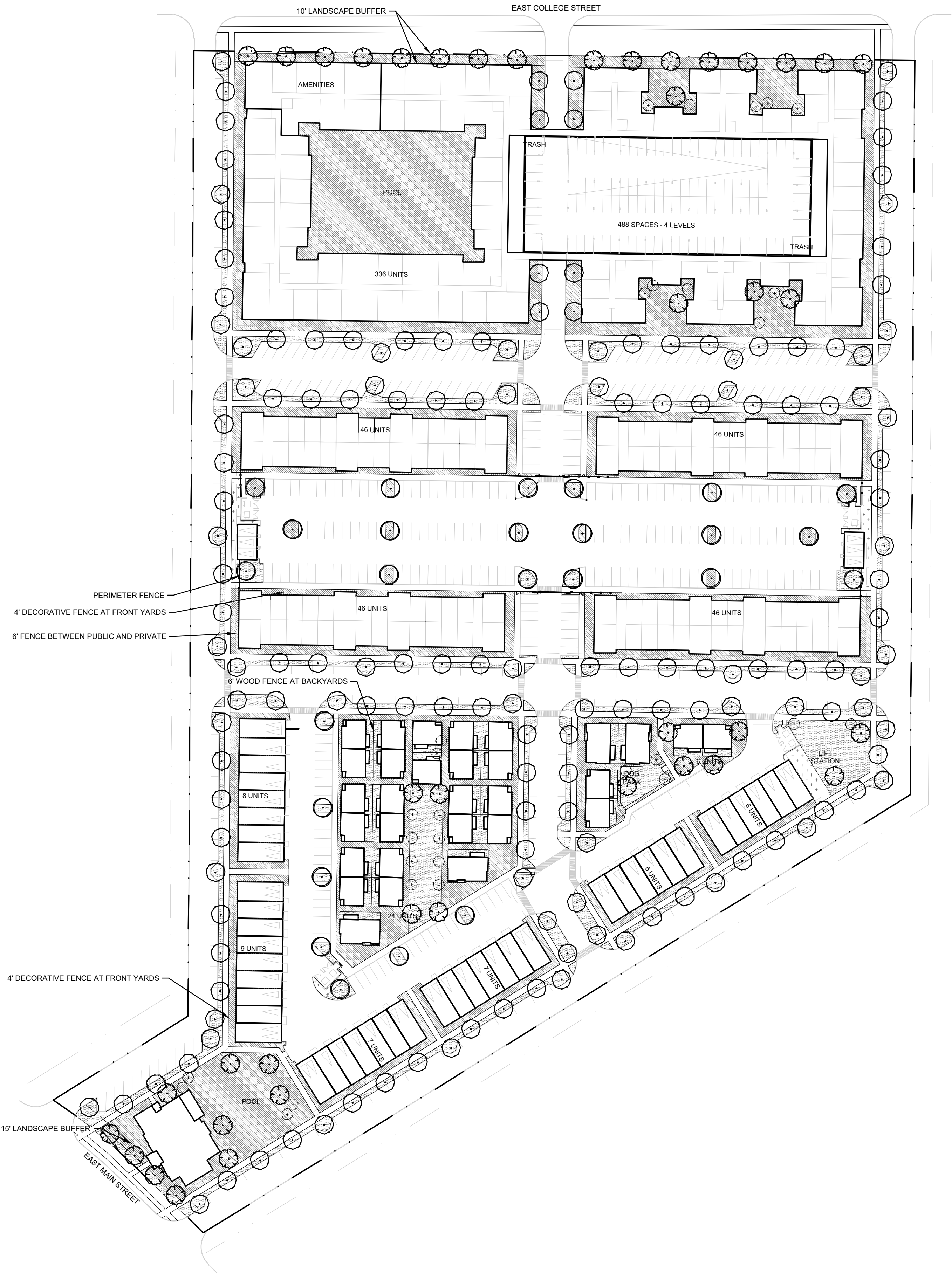
PROVIDED PARKING RATIO - PHASE I & II (AREAS A, B & C) = 1.36



AREA PLAN LEGEND

- AREA A
AREA B
AREA C
BUILDING NUMBER





LANDSCAPE REQUIREMENT COMPLIANCE PD CODE AND SECTION VII.3.4 - NON-RESIDENTIAL AND MULTI-FAMILY DWELLING USES CITY OF LEWISVILLE, TEXAS			
COLLEGE STREET			
9FT LANDSCAPE BUFFER			
STANDARD	LENGTH (LF)	REQUIRED	PROVIDED
evergreen shrubs, min. 5 gal., 30" o.c.	632 lf	253 shrubs (5 gal.)	253 shrubs (5 gal.)
MAIN STREET			
15FT LANDSCAPE BUFFER			
STANDARD	LENGTH (LF)	REQUIRED	PROVIDED
(1) 2.5" cal. tree / 40 lf	150 lf	4 trees (2.5" cal.)	4 trees (2.5" cal.)
turf area, 50% max. of overall buffer	150 lf	1,125 sf	1,125 sf
OTHER PUBLIC STREETS			
5FT LANDSCAPE BUFFER			
STANDARD	LENGTH (LF)	REQUIRED	PROVIDED
(1) 2.5" cal. tree / 40 lf	5,380 lf	135 trees (2.5" cal.)	135 trees (2.5" cal.)
PARKING LOT TREES			
STANDARD	LENGTH (LF)	REQUIRED	PROVIDED
(1) 2.5" cal. tree / 15 spaces	237 spaces	16 trees (2.5" cal.)	16 trees (2.5" cal.)

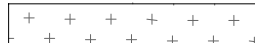
LEGEND:



2.5" CAL. CANOPY TREE



ORNAMENTAL TREE



LIVE SCREENING

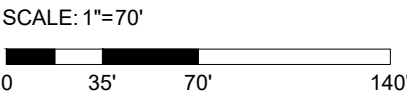


EVERGREEN SHRUBS



TURF AREA

LANDSCAPE PLAN



LP1.0

HENSLEY LAMKIN RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRINC.NET
PH: 972.726.9400

REVISIONS

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

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Issue Set: 10.12.2023

Project #:
23235

Drawing No.

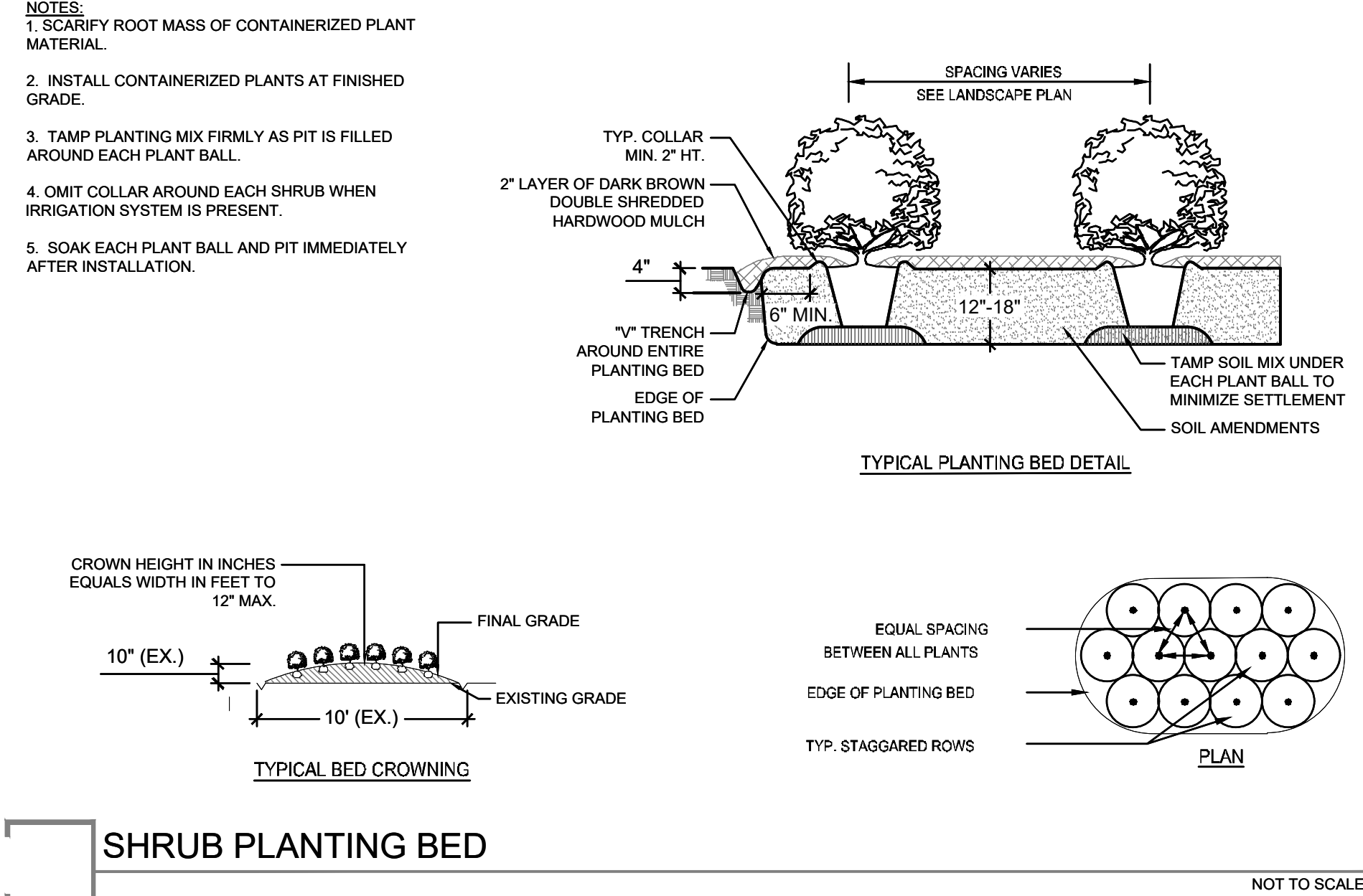
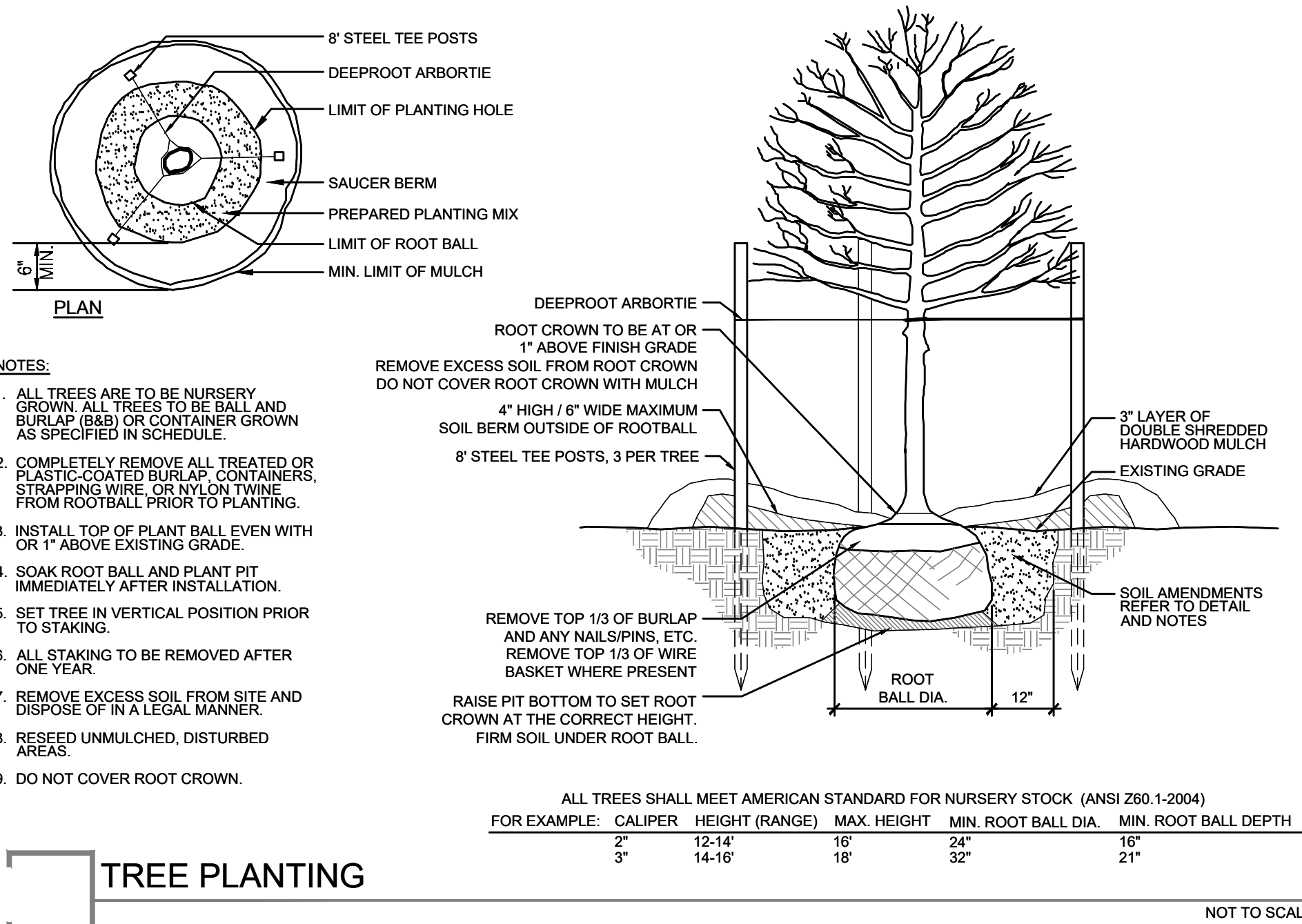
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THE STANDARD

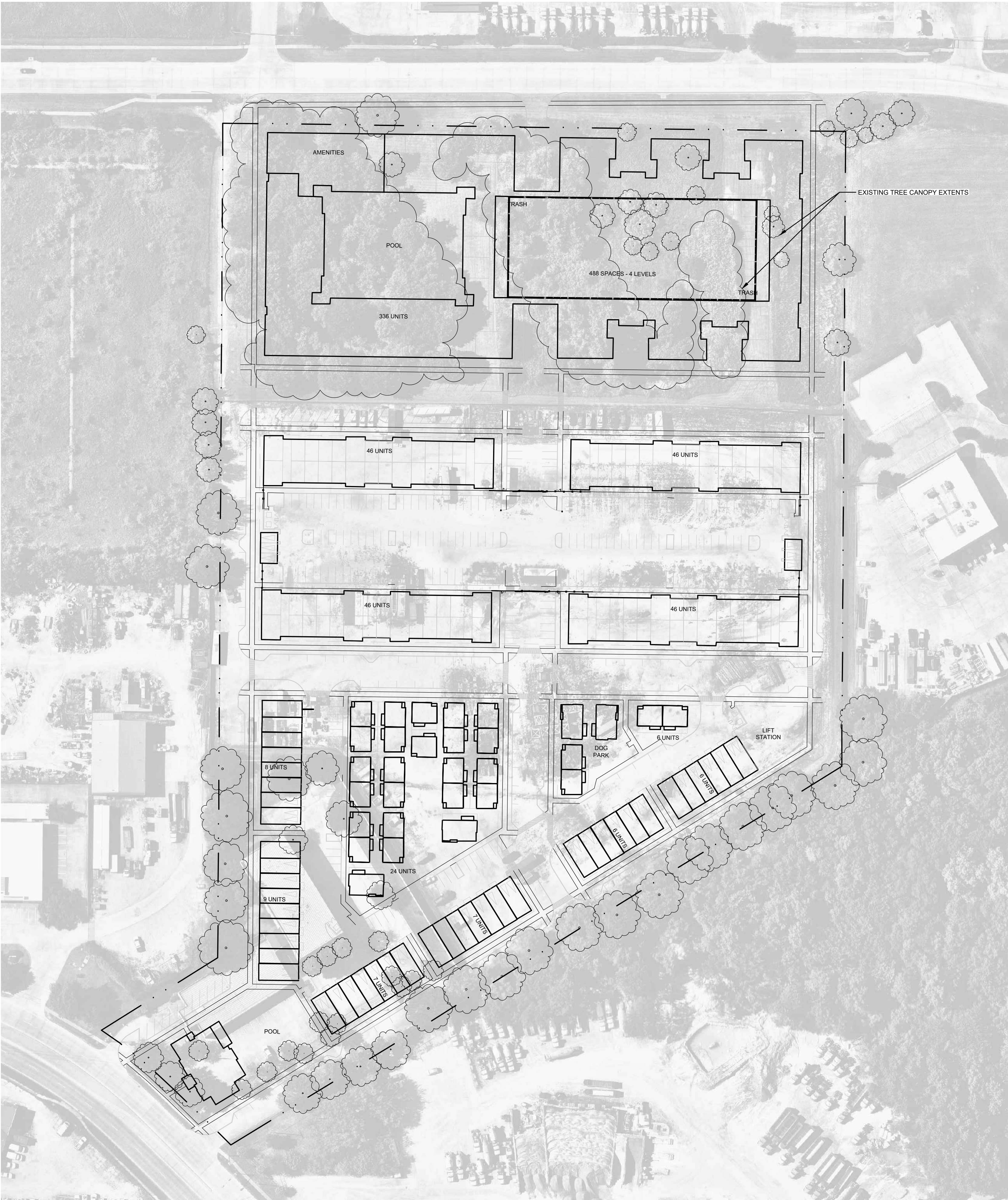
Name of the Addition:
ELM FORK INDUSTRIAL
PARK ADDITION

Lot & Block & Phases:
LOT 2A & 2B, BLOCK A

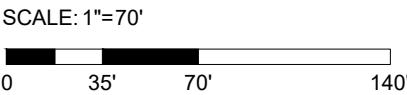
Total Acreage:
17.5827 ACRES

Proposed Base Zoning District:
ZONED "HI"





TREE SURVEY AERIAL



LP1.0



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Issue Set: 10.12.2023

Project #: 23235

Drawing No.

Project Title:

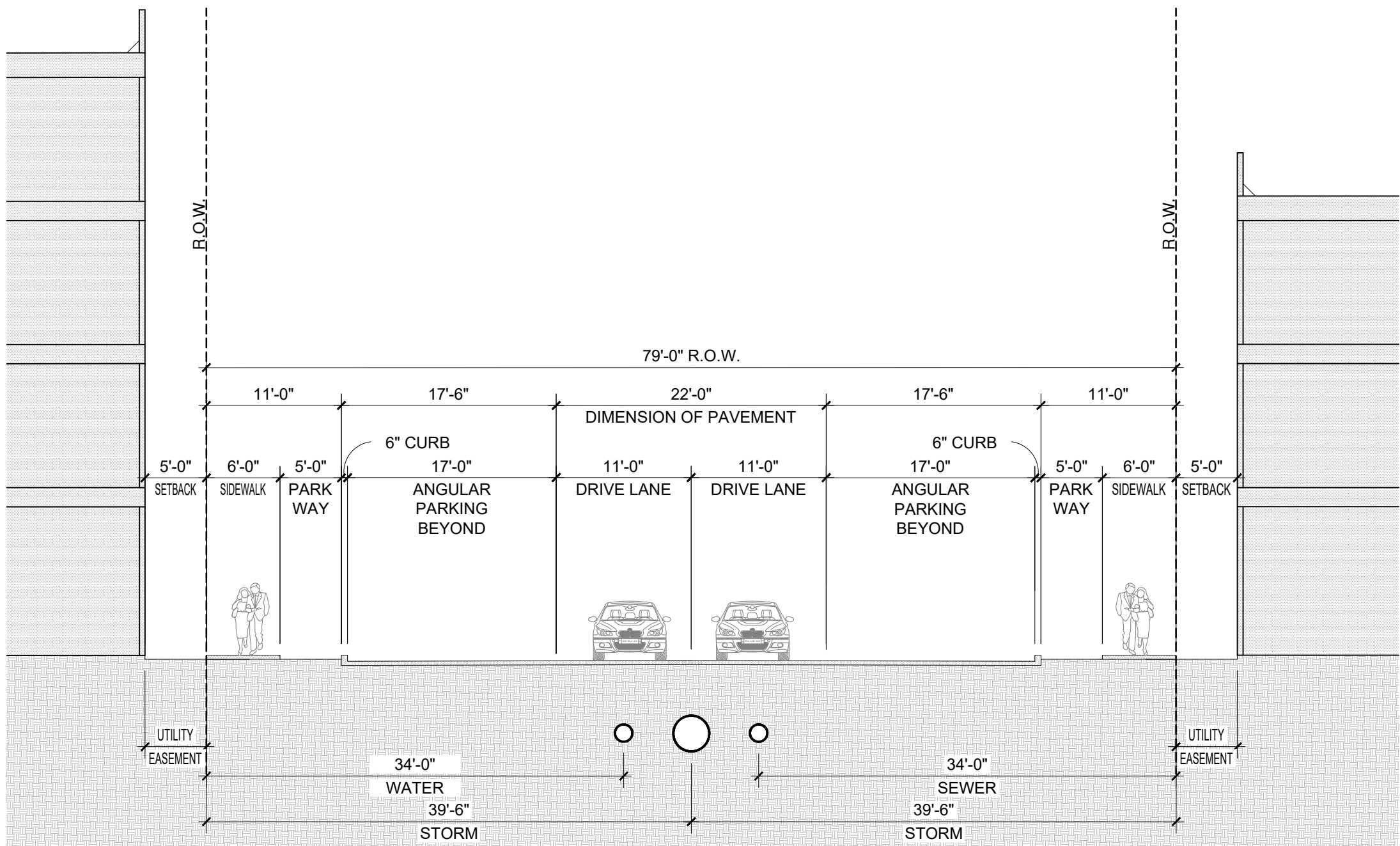
THE STANDARD

Name of the Addition:
**ELM FORK INDUSTRIAL
PARK ADDITION**

Lot & Block & Phases:
LOT 2A & 2B, BLOCK A

Total Acreage:
17.5827 ACRES

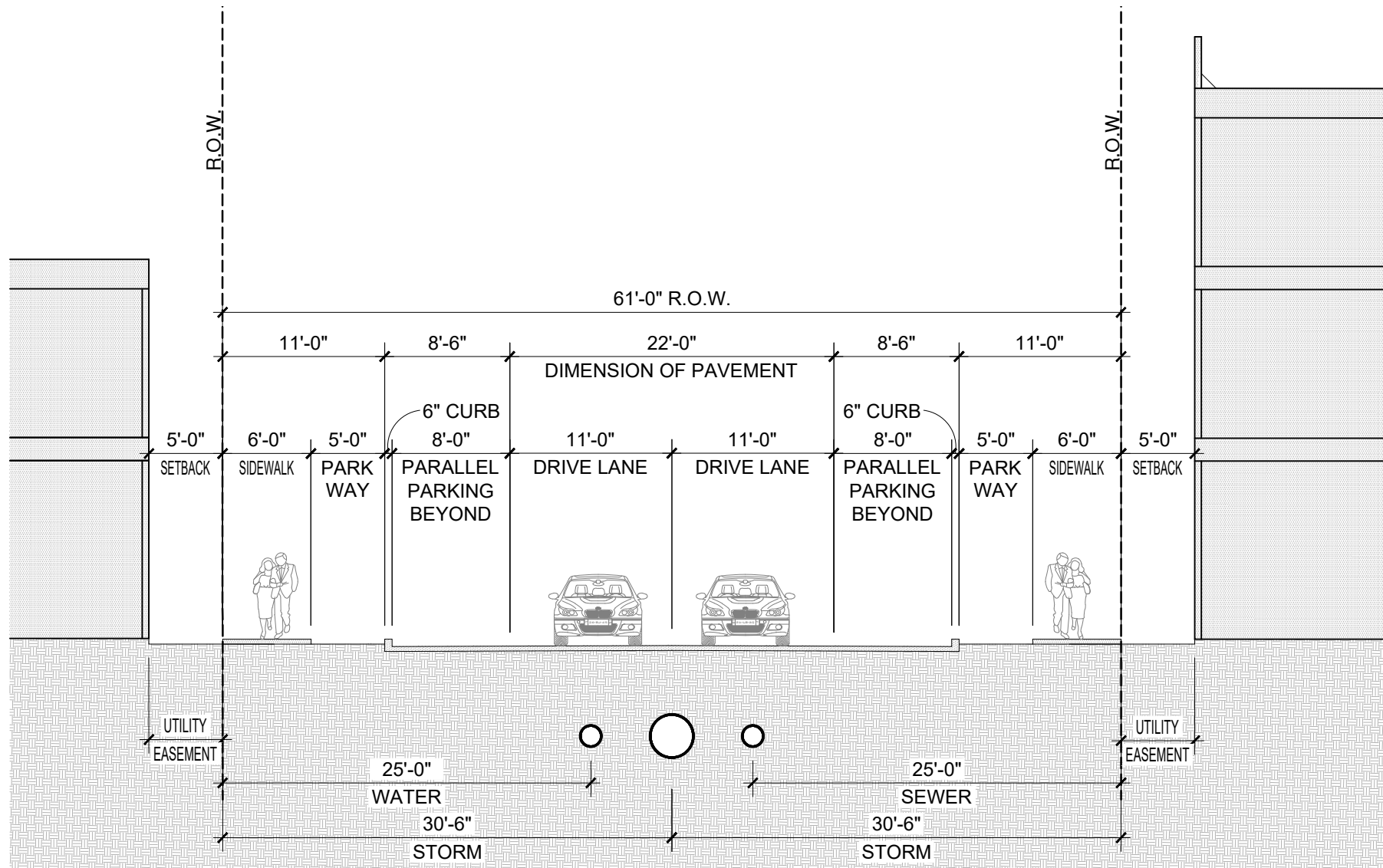
Proposed Base Zoning District:
ZONED "HI"



06 79'-0" R.O.W. STREET SECTION

SCALE: 1:10

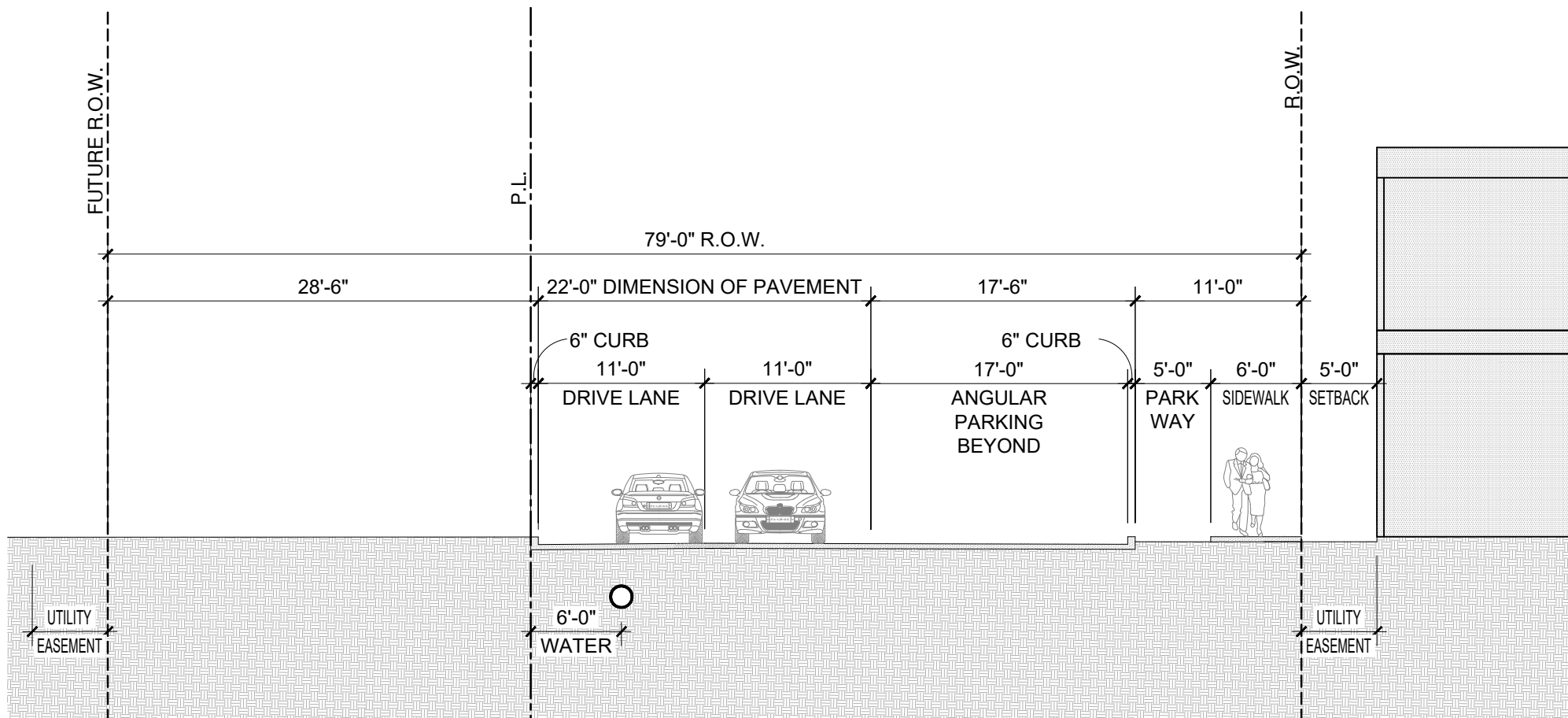
PUBLIC STREET 'C'



05 61'-0" R.O.W. STREET SECTION

SCALE: 1:10

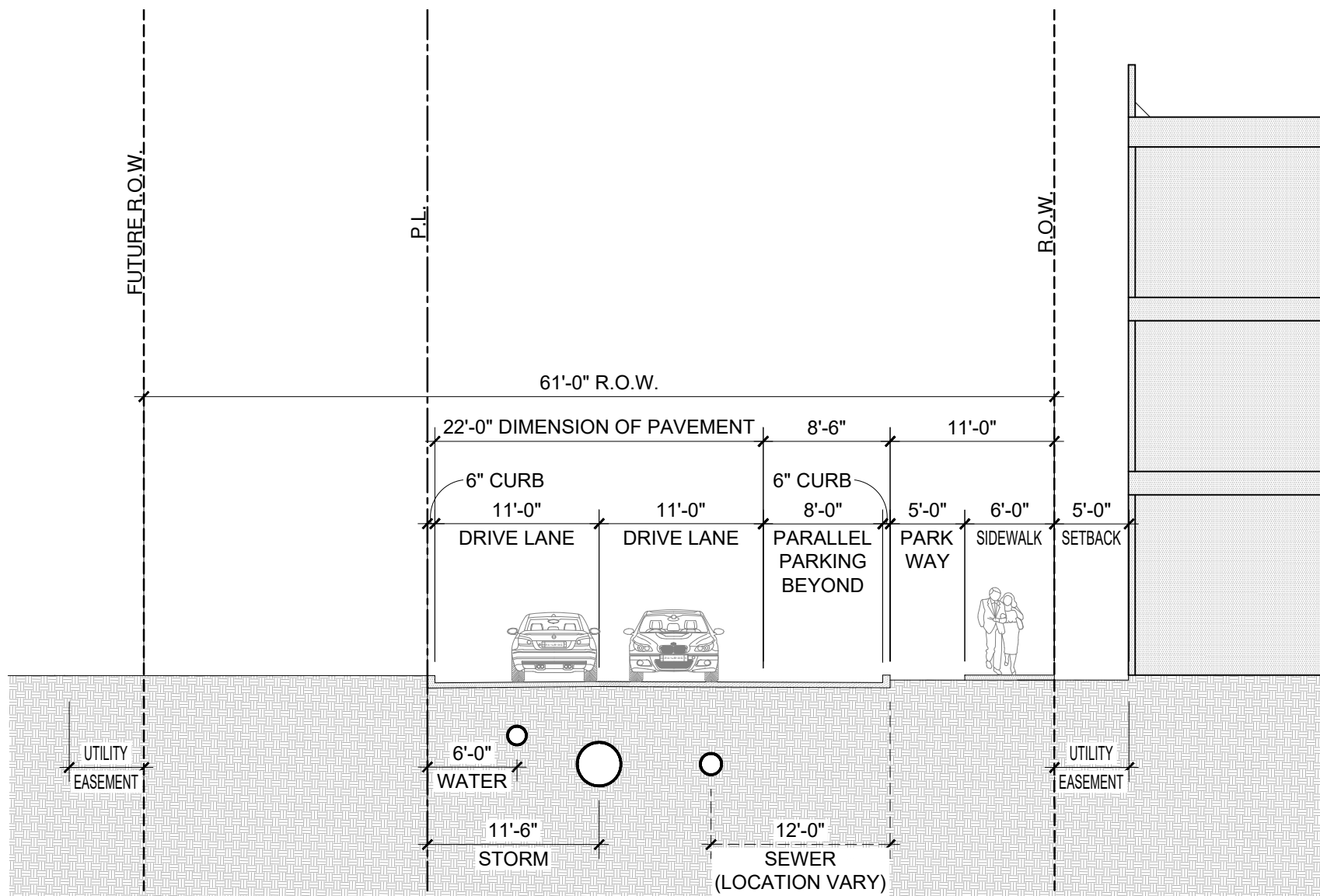
PUBLIC STREET 'D'



04 79'-0" R.O.W. STREET SECTION

SCALE: 1:10

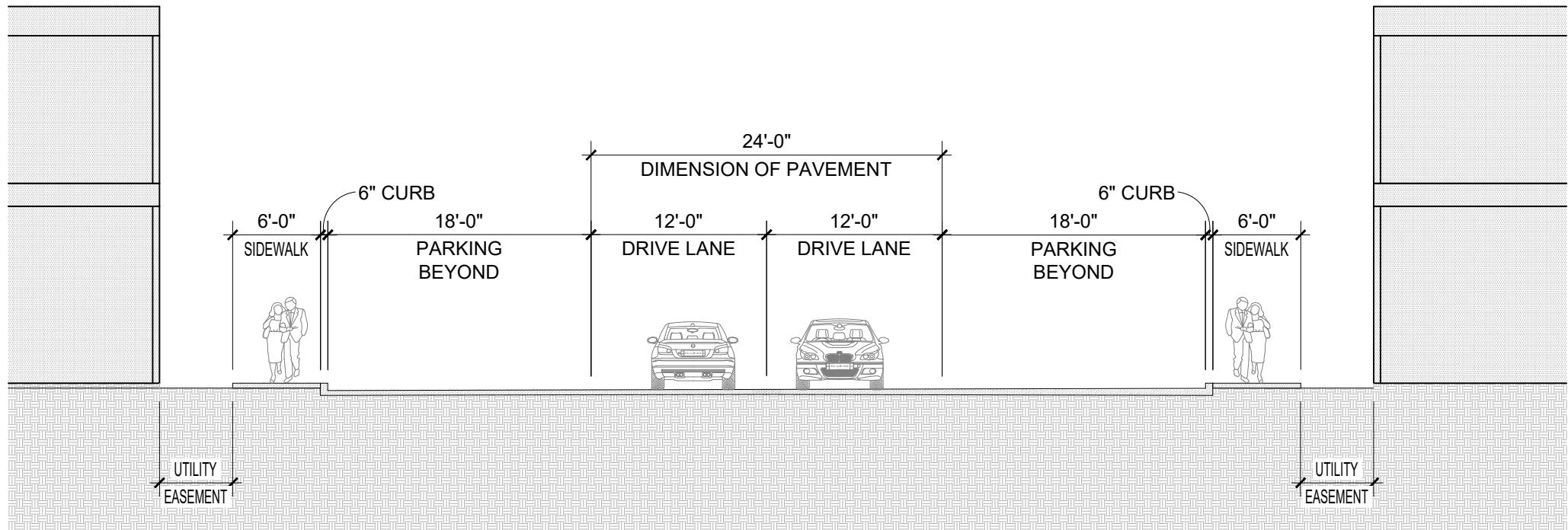
PUBLIC STREET 'B'



03 61'-0" R.O.W. STREET SECTION

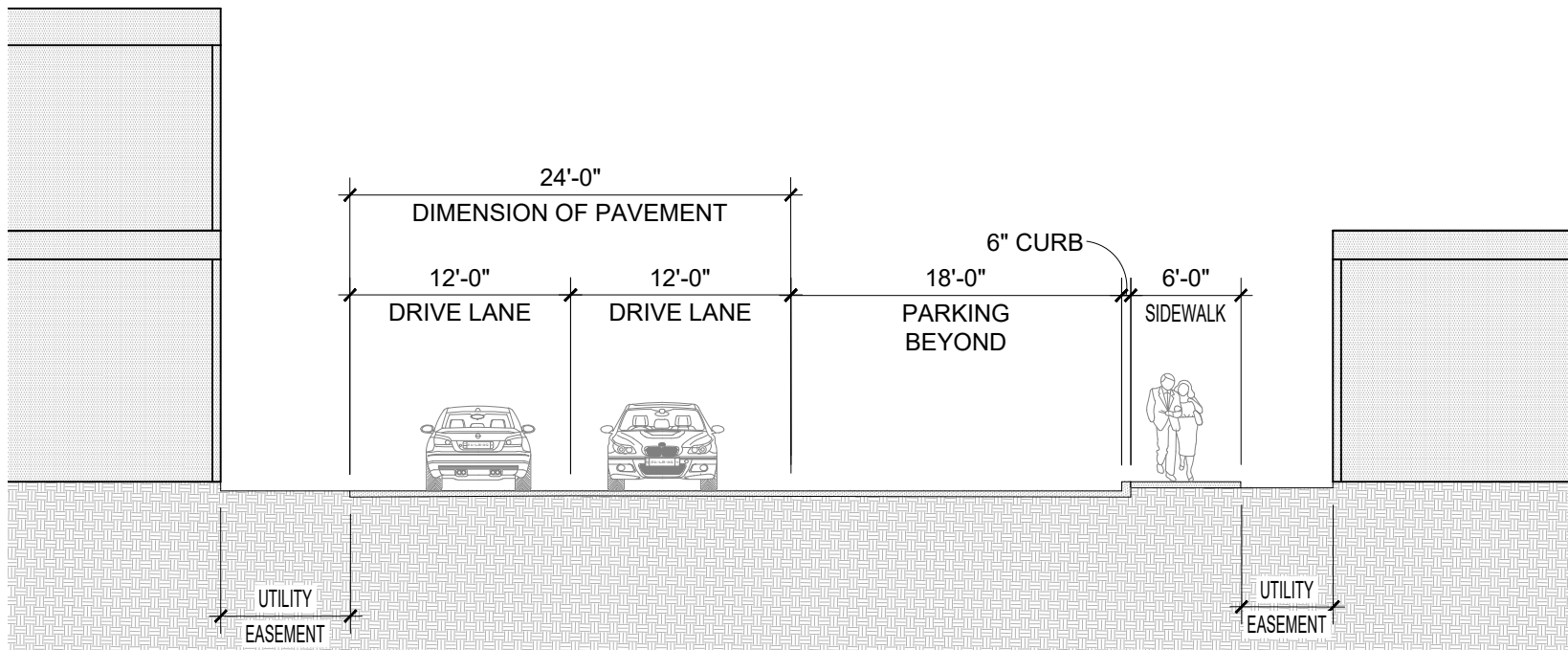
SCALE: 1:10

PUBLIC STREET 'A'



02 PRIVATE STREET 'B'

SCALE: 1:10



01 PRIVATE STREET 'A'

SCALE: 1:10



03 STREET VIEW PERSPECTIVE
SCALE: --- SINGLE FAMILY RENTALS



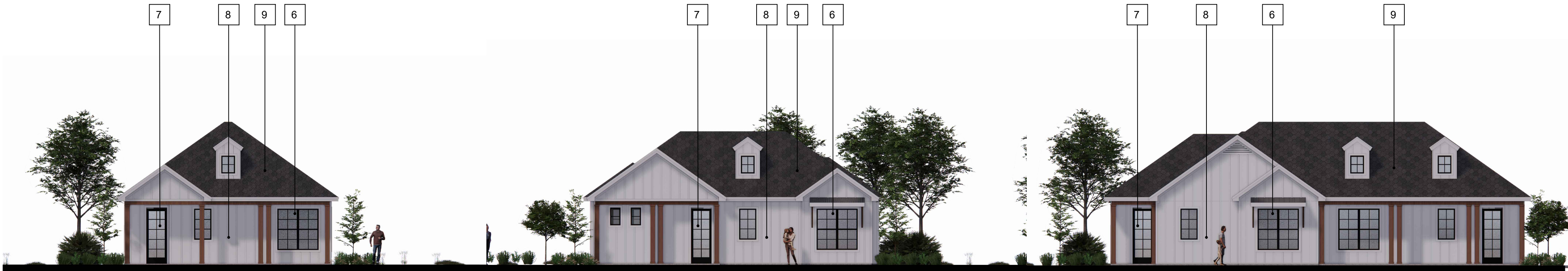
02 AXONOMETRIC VIEW
SCALE: -- SINGLE FAMILY RENTALS

BUILDING MATERIAL % CALCULATIONS

TYPICAL BUILDING MATERIAL PROVIDED:
100% CEMENT BOARD SIDING

MATERIAL ELEVATION LEGEND

- | | |
|-------------------------|-----------------------------------|
| 1 BRICK VENEER SYSTEM | 6 WINDOW SYSTEM |
| 2 CEMENT PANEL SYSTEM | 7 EXTERIOR DOOR SYSTEM |
| 3 BALCONY SYSTEM | 8 FIBER CEMENT SIDING |
| 4 RAILING SYSTEM | 9 COMPOSITION SHINGLE ROOF SYSTEM |
| 5 CANOPY SHINGLE SYSTEM | |



01 FRONT ELEVATION
SCALE: 3/32"= 1'-0" SINGLE FAMILY RENTALS



03 STREET VIEW PERSPECTIVE
SCALE: --- TWO STORY TOWNHOUSES

BUILDING MATERIAL % CALCULATIONS

TYPICAL BUILDING MATERIAL PROVIDED:
20% BRICK
44% CEMENT BOARD SIDING
36% CEMENT BOARD PANEL AND TRIM

02 AXONOMETRIC VIEW
SCALE: --- TWO STORY TOWNHOUSES

BUILDING MATERIAL % CALCULATIONS

TYPICAL BUILDING MATERIAL PROVIDED:
25% BRICK
75% CEMENT BOARD SIDING

MATERIAL ELEVATION LEGEND

- | | |
|--------------------------|-----------------------------------|
| 1 BRICK VENEER SYSTEM | 6 WINDOW SYSTEM |
| 2 CEMENT PANEL SYSTEM | 7 EXTERIOR DOOR SYSTEM |
| 3 BALCONY SYSTEM | 8 FIBER CEMENT SIDING |
| 4 RAILING SYSTEM | 9 COMPOSITION SHINGLE ROOF SYSTEM |
| 5 CANOPY SHINGLES SYSTEM | |



02 FRONT ELEVATION
SCALE: 3/32"= 1'-0" TWO STORY TOWNHOUSES



01 FRONT ELEVATION
SCALE: 3/32"= 1'-0" CLUBHOUSE



03 STREET VIEW PERSPECTIVE
SCALE: --- TWO STORY TOWNHOUSES



02 AXONOMETRIC VIEW
SCALE: --- TWO STORY TOWNHOUSES

BUILDING MATERIAL % CALCULATIONS

TYPICAL BUILDING MATERIAL PROVIDED:
20% BRICK
44% CEMENT BOARD SIDING
36% CEMENT BOARD PANEL AND TRIM

MATERIAL ELEVATION LEGEND

- | | |
|--------------------------|-----------------------------------|
| 1 BRICK VENEER SYSTEM | 6 WINDOW SYSTEM |
| 2 CEMENT PANEL SYSTEM | 7 EXTERIOR DOOR SYSTEM |
| 3 BALCONY SYSTEM | 8 FIBER CEMENT SIDING |
| 4 RAILING SYSTEM | 9 COMPOSITION SHINGLE ROOF SYSTEM |
| 5 CANOPY SHINGLES SYSTEM | |



01 FRONT ELEVATION
SCALE: 3/32"= 1'-0" TWO STORY TOWNHOUSES



03 STREET VIEW PERSPECTIVE
SCALE: --- THREE STORY TOWNHOUSES

02 AXONOMETRIC VIEW
SCALE: --- THREE STORY TOWNHOUSES

BUILDING MATERIAL % CALCULATIONS

TYPICAL BUILDING MATERIAL PROVIDED:
25% BRICK
25% CEMENT BOARD SIDING
50% CEMENT BOARD PANEL AND TRIM

MATERIAL ELEVATION LEGEND

- | | | | |
|---|------------------------|---|---------------------------------|
| 1 | BRICK VENEER SYSTEM | 6 | WINDOW SYSTEM |
| 2 | CEMENT PANEL SYSTEM | 7 | EXTERIOR DOOR SYSTEM |
| 3 | BALCONY SYSTEM | 8 | FIBER CEMENT SIDING |
| 4 | RAILING SYSTEM | 9 | COMPOSITION SHINGLE ROOF SYSTEM |
| 5 | CANOPY SHINGLES SYSTEM | | |



01 FRONT ELEVATION
SCALE: 3/32"= 1'-0" THREE STORY BUILDING



03 STREET VIEW PERSPECTIVE

SCALE: --- FOUR STORY WRAP

02 STREET VIEW PERSPECTIVE

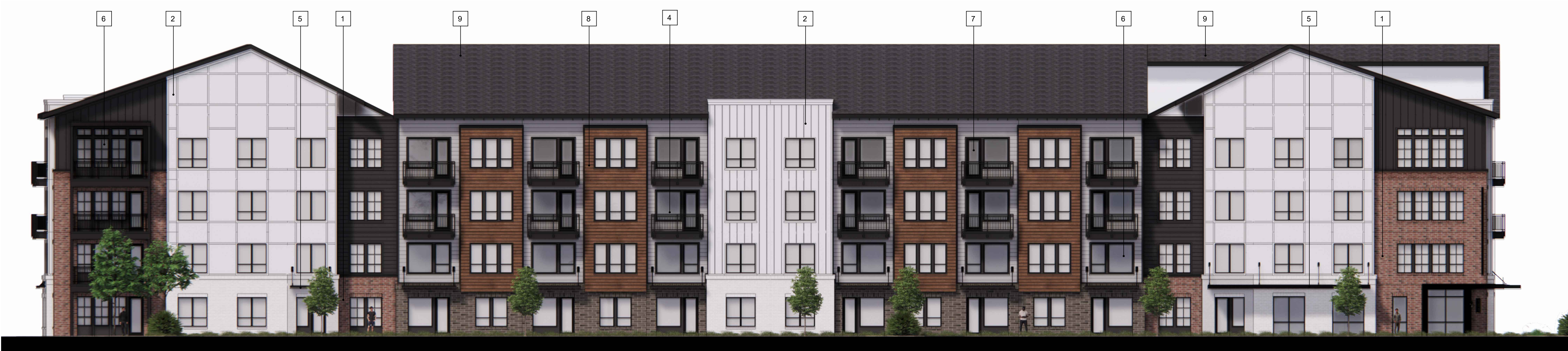
SCALE: --- FOUR STORY WRAP

BUILDING MATERIAL % CALCULATIONS

TYPICAL BUILDING MATERIAL PROVIDED:
25% BRICK
35% CEMENT BOARD SIDING
40% CEMENT BOARD PANEL AND TRIM

MATERIAL ELEVATION LEGEND

- | | | | |
|---|------------------------|---|---------------------------------|
| 1 | BRICK VENEER SYSTEM | 6 | WINDOW SYSTEM |
| 2 | CEMENT PANEL SYSTEM | 7 | EXTERIOR DOOR SYSTEM |
| 3 | BALCONY SYSTEM | 8 | FIBER CEMENT SIDING |
| 4 | RAILING SYSTEM | 9 | COMPOSITION SHINGLE ROOF SYSTEM |
| 5 | CANOPY SHINGLES SYSTEM | | |



01 FRONT ELEVATION

SCALE: 3/32"= 1'-0" FOUR STORY WRAP

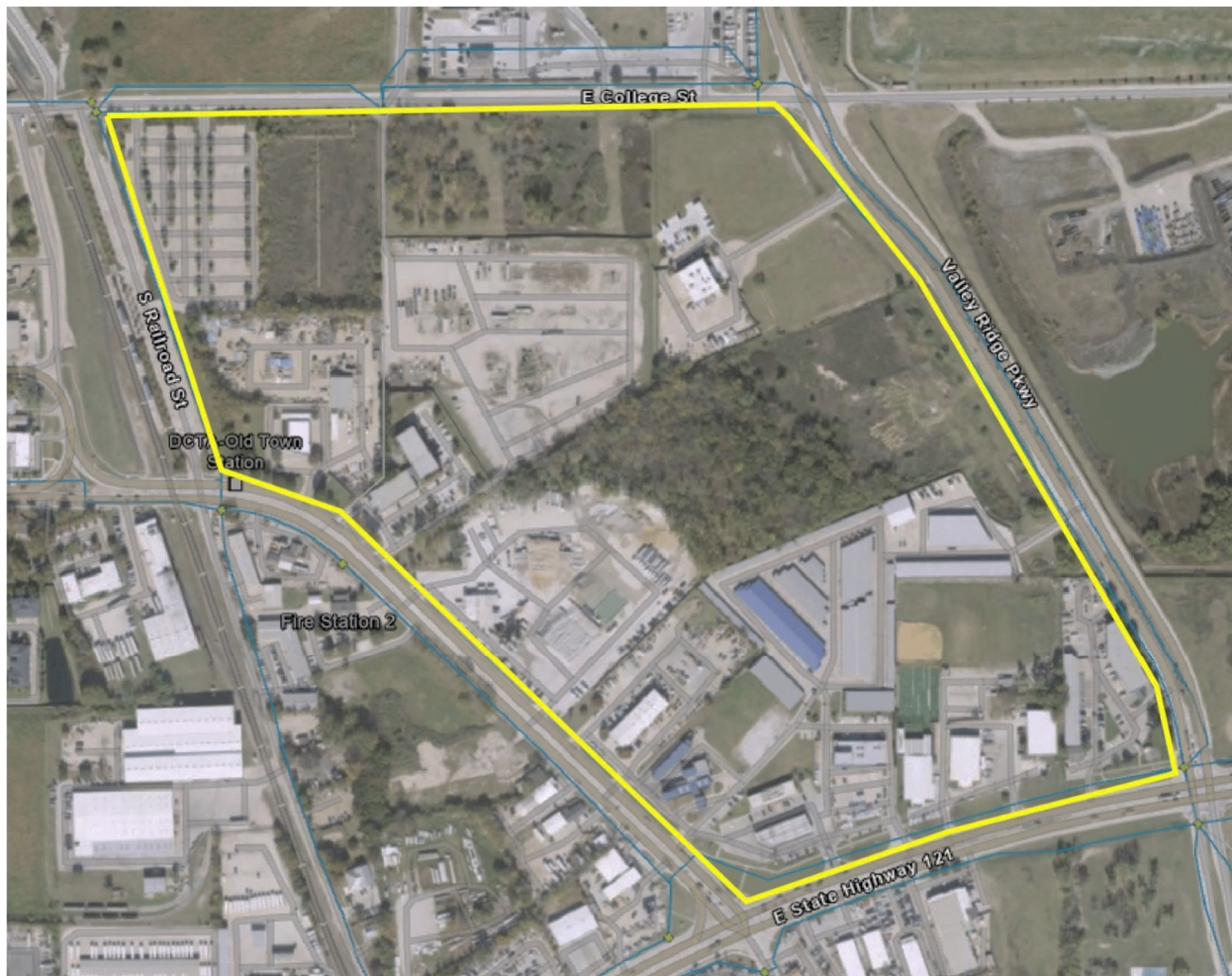
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERSTexas Firm F526
11910 Greenville Ave., Suite 600RPLS Firm No. 100318-00
Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

MEMORANDUM**To:** Mr. Aaron Russell, P.E.**From:** Andrew Mata Jr., P.E. **Date:** December 28, 2023**Subject:** Ojala Addition & TOD Water and Wastewater Analysis

We have completed our analysis of the City of Lewisville's existing water distribution system to determine if there is adequate capacity to support the proposed Ojala Addition and future Old Downtown Transit Oriented Development (TOD) area. The proposed Ojala development contains approximately 17.58 acres and is generally located at the intersection of College St. and Valley Ridge Pkwy. The remainder TOD area is approximately 62 acres, totaling 80 acres. Exhibit No. 1 shows an aerial image of the general location of the Ojala Addition and TOD area outlined in yellow.

Exhibit No. 1

WATER DISTRIBUTION SYSTEM ANALYSIS

Design Criteria

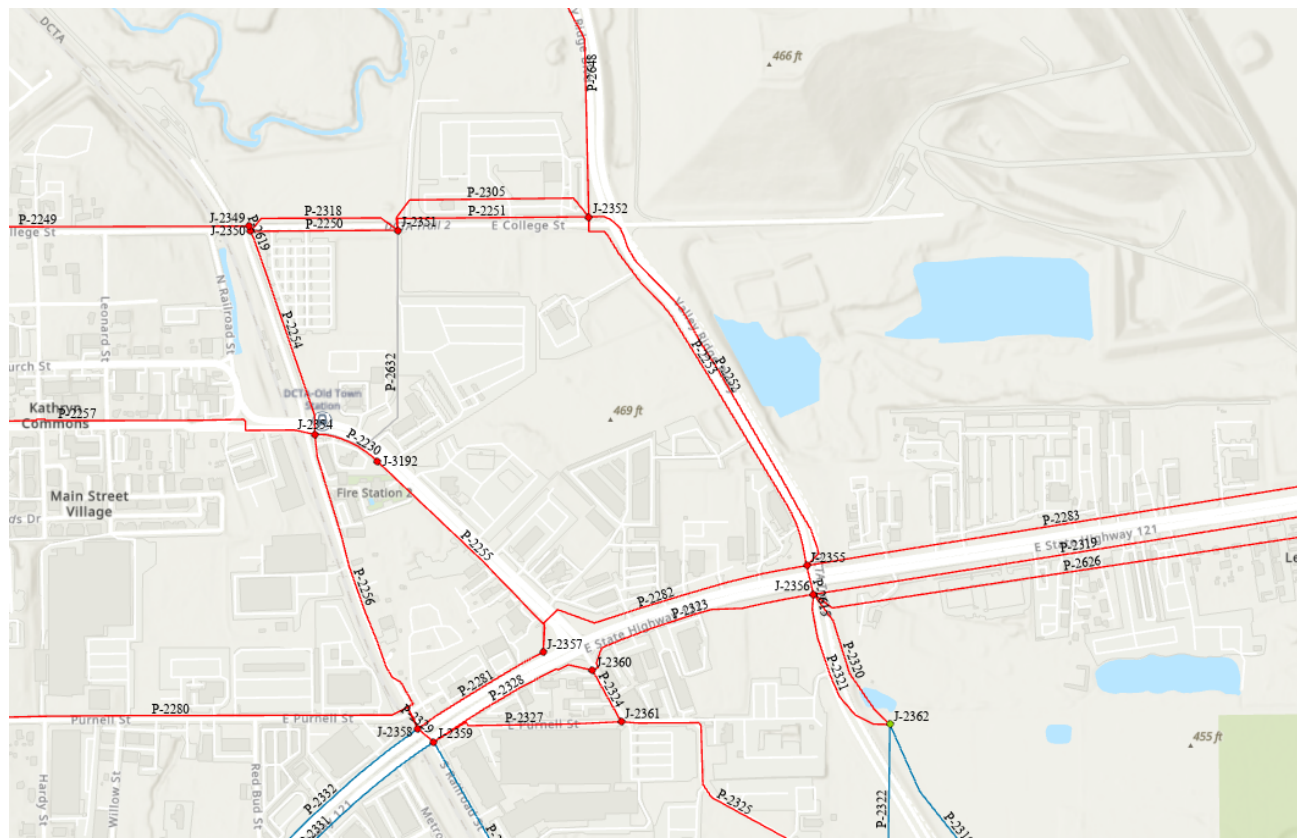
The City's existing water distribution system model, which runs in InfoWater hydraulic modeling software, was utilized in order to assess system capacities in a 72-hour extended period simulation (EPS). The following are the design criteria and information utilized in the existing water model in order to simulate existing maximum daily demand and fire flow conditions.

1. Minimum node pressure criteria = 35 psi
2. Maximum pipe velocity criteria = 5-8 fps
3. Maximum pipe headloss criteria = 10-20 feet (dependent on its pipe velocity)
4. Minimum Available Fire Flow Demand = 1.44 MGD (1,000 gpm) for 3 hours (180 minutes)
5. Minimum Acceptable System Pressure with Fire Flow = 35 psi
6. Minimum Required Residual Pressure = 20 psi
7. Summer 2023 System Wide Maximum Daily Demand Pumping = 35.94 MGD

SCENARIO 1 - EXISTING WATER DISTRIBUTION SYSTEM (35.94 MGD Max Day Demand)

Scenario 1 evaluates the existing water distribution system with a model max day demand of 35.94 MGD, which was received from the City as the max day demand for Summer 2023. Exhibit No. 2 is a snap shot image of the hydraulic water model illustrating the study area of the analysis. The pipes and nodes evaluated in this analysis are the existing water lines within a 0.5 mile radius of the proposed Ojala Addition.

Exhibit No. 2



Scenario 1 Hydraulic Water Model Results

The following are tables from the water model illustrating the top minimum and maximum hydraulic results for the existing junction nodes and pipes being evaluated within the 0.5-mile radius of the proposed Ojala Addition. Table No. 1 lists the junction node minimum pressures. The results shows that the minimum pressure is 86 psi which exceeds the minimum design criteria, and is acceptable.

Table No. 1
Junction Node Minimum Pressures

		ID	Max.Value (psi)	Max.Time (hrs.)	Min.Value (psi)	Min.Time (hrs.)	Average (psi)	Difference (psi)
1	☐	J-2349	104.931	32:00	85.752	25:00	93.047	19.179
2	☐	J-2361	102.754	32:00	86.574	25:00	92.689	16.180
3	☐	J-2360	102.775	32:00	86.575	25:00	92.696	16.200
4	☐	J-2350	105.798	32:00	86.619	25:00	93.914	19.179
5	☐	J-2359	103.553	32:00	87.875	25:00	93.875	15.678
6	☐	J-2358	103.738	32:00	87.883	25:00	93.947	15.855
7	☐	J-2354	105.777	32:00	87.896	25:00	94.709	17.881
8	☐	J-2351	107.127	32:00	87.919	25:00	95.225	19.208
9	☐	J-3192	105.700	32:00	88.076	25:00	94.773	17.624
10	☐	J-2357	105.483	32:00	88.750	25:00	95.044	16.733
11	☐	J-2352	109.338	32:00	90.087	25:00	97.408	19.251
12	☐	J-2356	109.617	32:00	92.215	25:00	98.641	17.403
13	☐	J-2355	109.767	32:00	92.216	25:00	98.682	17.550

Table No. 2 lists the pipe maximum velocities. The maximum pipe velocity was 5.9 ft/s, which is less than the maximum design criteria, and is acceptable.

Table No. 2
Pipe Maximum Velocities

		ID	Max.Value (ft/s)	Max.Time (hrs.)	Min.Value (ft/s)	Min.Time (hrs.)	Average (ft/s)	Difference (ft/s)
1	☐	P-2648	5.896	07:00	0.690	18:00	3.177	5.205
2	☐	P-2252	4.784	07:00	0.490	18:00	2.562	4.293
3	☐	P-2615	4.434	30:00	0.364	24:00	1.877	4.071
4	☐	P-2281	4.218	31:00	0.005	18:00	1.746	4.213
5	☐	P-2320	3.974	30:00	0.322	24:00	1.683	3.651
6	☐	P-2254	3.412	30:00	0.343	18:00	1.733	3.069
7	☐	P-2283	3.240	30:00	0.108	47:00	0.361	3.132
8	☐	P-2282	3.143	30:00	0.036	25:00	1.127	3.107
9	☐	P-2256	2.741	31:00	0.158	18:00	1.400	2.583
10	☐	P-2255	2.656	08:00	0.192	18:00	1.408	2.464
11	☐	P-2230	2.656	08:00	0.192	18:00	1.408	2.464
12	☐	P-2329	2.420	30:00	0.321	47:00	1.236	2.099
13	☐	P-2249	2.409	00:00	0.182	18:00	1.253	2.227
14	☐	P-2253	2.089	07:00	0.214	18:00	1.119	1.875
15	☐	P-2321	2.009	30:00	0.163	24:00	0.851	1.846
16	☐	P-2257	1.909	00:00	0.021	25:00	0.885	1.888
17	☐	P-2323	1.720	30:00	0.097	18:00	0.702	1.623
18	☐	P-2328	1.258	31:00	0.008	18:00	0.484	1.250
19	☐	P-2327	1.177	31:00	0.016	49:00	0.448	1.161
20	☐	P-2280	1.058	30:00	0.051	25:00	0.372	1.006

Table No. 3 lists the pipe maximum headloss. The maximum pipe headloss was 19 feet at pipe P-2648. Although the headloss is high, the pipe produced a pipe velocity of 5.9 ft/s, which is within the maximum design criteria, and therefore acceptable.

Table No. 3
Pipe Maximum Headlosses

	ID	Max.Value (ft)	Max.Time (hrs.)	Min.Value (ft)	Min.Time (hrs.)	Average (ft)	Difference (ft)
1	P-2648	18.585	07:00	0.350	18:00	7.368	18.235
2	P-2249	9.274	00:00	0.078	18:00	3.524	9.196
3	P-2253	5.221	07:00	0.077	18:00	2.060	5.144
4	P-2252	5.221	07:00	0.077	18:00	2.060	5.144
5	P-2256	4.743	31:00	0.024	18:00	1.759	4.719
6	P-2283	3.716	30:00	0.007	38:00	0.183	3.709
7	P-2257	3.616	00:00	0.001	25:00	1.174	3.615
8	P-2254	3.247	30:00	0.046	18:00	1.165	3.201
9	P-2323	2.885	30:00	0.014	18:00	0.719	2.871
10	P-2255	2.418	08:00	0.019	18:00	0.952	2.400
11	P-2281	2.058	31:00	0.000	18:00	0.534	2.058
12	P-2282	1.935	30:00	0.000	25:00	0.394	1.934
13	P-2280	1.931	30:00	0.007	25:00	0.361	1.924
14	P-2328	1.218	31:00	0.000	18:00	0.280	1.218
15	P-2327	1.167	31:00	0.000	42:00	0.265	1.167
16	P-2321	1.020	30:00	0.010	24:00	0.270	1.010
17	P-2320	1.020	30:00	0.010	24:00	0.270	1.010
18	P-2230	0.695	08:00	0.005	18:00	0.274	0.690
19	P-2325	0.622	30:00	0.000	24:00	0.123	0.622
20	P-2329	0.463	30:00	0.011	47:00	0.166	0.452

Table No. 4 shows the fire flow results from the water model illustrating the ten minimum available fire flow and residual pressures for the existing junctions evaluated. The fire flow results shows that the available fire flow exceed the minimum design criteria, and are acceptable.

Table No. 4
Junction Minimum Available Flow at Hydrant

	ID	Static Demand (mgd)	Static Pressure (psi)	Static Head (ft)	Fire-Flow Demand (mgd)	Residual Pressure (psi)	Hydrant Available Flow (mgd)	Hydrant Pressure at Available Flow (psi)
1	J-2360	0.000	91.686	689.600	1.440	89.594	12.108	20.000
2	J-2361	0.014	91.681	689.587	1.440	89.591	12.225	20.000
3	J-2359	0.027	92.887	689.371	1.440	91.740	24.027	20.001
4	J-3192	0.000	93.691	690.807	1.440	92.601	40.270	20.002
5	J-2354	0.031	93.615	691.051	1.440	92.532	43.738	20.002
6	J-2349	0.075	91.895	692.082	1.440	90.918	53.952	20.003
7	J-2350	0.008	92.762	692.082	1.440	91.785	54.411	20.003
8	J-2351	0.051	94.071	692.104	1.440	93.109	56.799	20.003
9	J-2358	0.039	92.947	689.510	1.440	92.143	58.242	20.004
10	J-2357	0.008	94.007	689.955	1.440	93.186	59.033	20.004
11	J-2352	0.138	96.252	692.138	1.440	95.312	61.230	20.004
12	J-2356	0.020	97.576	690.192	1.440	96.774	63.855	20.004
13	J-2355	0.086	97.609	690.270	1.440	96.807	64.097	20.004

SCENARIO 2 - EXISTING WATER DISTRIBUTION SYSTEM (35.94 MGD Max Day Demand) WITH PROPOSED OJALA ADDITION

Scenario 2 evaluates the existing water distribution system with a model max day demand of 35.94 MGD from Summer 2023 with the addition of the Ojala Addition. The new addition consists of the developments listed below and results in an additional maximum daily demand of 0.36 million gallons per day (MGD) for Scenario 2.

Additional Design Criteria:

1. Ojala Addition Development Maximum Daily Demand
 - a. 73 townhomes/cottage home units x 3.0 people/unit x 250 gpcd / 1,000,000 = **0.05 MGD**
 - i. Residential per Capita = 250 gallons per capita day
 - b. 532 apartment units x 2.3 people/unit x 250 gpcd / 1,000,000 = **0.31 MGD**
 - i. Residential per Capita = 250 gallons per capita day

Additional Max Day demand is 0.36 MGD (0.05 + 0.31).

The pipes and nodes evaluated in this scenario are the same that are shown on the previous Exhibit 2.

Scenario 2 - Hydraulic Water Model Results

The following are tables from the water model illustrating the top minimum and maximum hydraulic results for the existing junction nodes and pipes being evaluated within the 0.5-mile radius of the proposed Ojala Addition. Table No. 5 lists the junction nodes' minimum pressures. The results shows that the minimum pressure remained at 86 psi which exceeds the minimum design criteria, and still acceptable.

Table No. 5
Junction Node Minimum Pressures

		ID	Max.Value (psi)	Max.Time (hrs.)	Min.Value (psi)	Min.Time (hrs.)	Average (psi)	Difference (psi)
1	☐	J-2349	104.463	32:00	85.750	25:00	93.257	18.713
2	☐	J-2361	102.299	32:00	86.575	25:00	92.840	15.724
3	☐	J-2360	102.319	32:00	86.576	25:00	92.847	15.743
4	☐	J-2350	105.329	32:00	86.616	25:00	94.124	18.713
5	☐	J-2359	103.093	32:00	87.876	25:00	94.018	15.217
6	☐	J-2358	103.268	32:00	87.883	25:00	94.088	15.384
7	☐	J-2354	105.212	32:00	87.889	25:00	94.842	17.322
8	☐	J-2351	106.661	32:00	87.917	25:00	95.437	18.744
9	☐	J-3192	105.092	32:00	88.066	25:00	94.875	17.026
10	☐	J-2357	104.999	32:00	88.750	25:00	95.192	16.249
11	☐	J-2352	108.875	32:00	90.085	25:00	97.622	18.790
12	☐	J-2356	109.159	32:00	92.215	25:00	98.805	16.944
13	☐	J-2355	109.306	32:00	92.216	25:00	98.847	17.090

Table No. 6 lists the pipes' maximum velocities. The maximum pipe velocity remained at 5.9 ft/s, and acceptable.

Table No. 6
Pipe Maximum Velocities

		ID	Max.Value (ft/s)	Max.Time (hrs.)	Min.Value (ft/s)	Min.Time (hrs.)	Average (ft/s)	Difference (ft/s)
1	☐	P-2648	5.926	07:00	0.692	18:00	3.307	5.233
2	☐	P-2252	4.775	08:00	0.481	18:00	2.649	4.294
3	☐	P-2615	4.379	30:00	0.332	18:00	1.919	4.047
4	☐	P-2281	4.168	31:00	0.011	25:00	1.778	4.156
5	☐	P-2320	3.923	30:00	0.293	18:00	1.720	3.630
6	☐	P-2254	3.601	30:00	0.383	18:00	1.887	3.217
7	☐	P-2283	3.252	30:00	0.108	47:00	0.362	3.144
8	☐	P-2282	3.215	30:00	0.006	25:00	1.202	3.208
9	☐	P-2230	2.907	07:00	0.301	18:00	1.622	2.606
10	☐	P-2256	2.659	32:00	0.102	18:00	1.390	2.557
11	☐	P-2255	2.535	00:00	0.002	25:00	1.303	2.533
12	☐	P-2249	2.416	00:00	0.179	18:00	1.310	2.237
13	☐	P-2329	2.294	30:00	0.283	47:00	1.226	2.011
14	☐	P-2253	2.086	08:00	0.210	18:00	1.157	1.875
15	☐	P-2321	1.984	30:00	0.148	18:00	0.870	1.836
16	☐	P-2257	1.946	00:00	0.021	18:00	0.980	1.925
17	☐	P-2323	1.712	30:00	0.087	18:00	0.722	1.625
18	☐	P-2328	1.263	31:00	0.004	18:00	0.504	1.259
19	☐	P-2327	1.183	31:00	0.002	49:00	0.467	1.181
20	☐	P-2280	1.036	30:00	0.042	42:00	0.369	0.994

Table No. 7 lists the pipes' maximum headloss. The maximum pipe headloss remained at 19 feet at pipe P-2648, which is within the maximum design criteria, and still acceptable.

Table No. 7
Pipe Maximum Headlosses

		ID	Max.Value (ft)	Max.Time (hrs.)	Min.Value (ft)	Min.Time (hrs.)	Average (ft)	Difference (ft)
1	☐	P-2648	18.761	07:00	0.352	18:00	7.866	18.409
2	☐	P-2249	9.325	00:00	0.076	18:00	3.790	9.249
3	☐	P-2253	5.203	08:00	0.074	18:00	2.173	5.129
4	☐	P-2252	5.203	08:00	0.074	18:00	2.173	5.129
5	☐	P-2256	4.486	32:00	0.011	18:00	1.740	4.476
6	☐	P-2257	3.747	00:00	0.001	18:00	1.370	3.746
7	☐	P-2283	3.742	30:00	0.007	38:00	0.184	3.735
8	☐	P-2254	3.587	30:00	0.057	18:00	1.342	3.531
9	☐	P-2323	2.861	30:00	0.012	18:00	0.751	2.849
10	☐	P-2255	2.219	00:00	0.000	25:00	0.848	2.219
11	☐	P-2282	2.017	30:00	0.000	25:00	0.435	2.017
12	☐	P-2281	2.013	31:00	0.000	25:00	0.548	2.013
13	☐	P-2280	1.858	30:00	0.005	42:00	0.355	1.853
14	☐	P-2328	1.227	31:00	0.000	18:00	0.297	1.227
15	☐	P-2327	1.179	31:00	0.000	49:00	0.282	1.179
16	☐	P-2321	0.996	30:00	0.008	18:00	0.279	0.988
17	☐	P-2320	0.996	30:00	0.008	18:00	0.279	0.988
18	☐	P-2230	0.822	07:00	0.012	18:00	0.345	0.809
19	☐	P-2325	0.650	30:00	0.000	58:00	0.134	0.650
20	☐	P-2329	0.419	30:00	0.009	47:00	0.163	0.410

Table No. 8 shows the fire flow results from the water model illustrating the ten minimum available fire flow and residual pressures for the junctions evaluated. The fire flow results shows that the available fire flow still exceed the minimum design criteria, and is still acceptable.

Table No. 8
Junction Minimum Available Flow at Hydrant

	ID	Static Demand (mgd)	Static Pressure (psi)	Static Head (ft)	Fire-Flow Demand (mgd)	Residual Pressure (psi)	Hydrant Available Flow (mgd)	Hydrant Pressure at Available Flow (psi)
1	J-2360	0.000	91.468	689.097	1.440	89.402	12.094	20.000
2	J-2361	0.014	91.463	689.084	1.440	89.399	12.210	20.000
3	J-2359	0.027	92.669	688.868	1.440	91.549	23.972	20.001
4	J-3192	0.287	93.391	690.112	1.440	92.350	40.253	20.002
5	J-2354	0.031	93.335	690.406	1.440	92.284	43.465	20.002
6	J-2349	0.075	91.657	691.533	1.440	90.701	53.705	20.003
7	J-2350	0.008	92.524	691.533	1.440	91.568	54.162	20.003
8	J-2351	0.051	93.835	691.558	1.440	92.893	56.542	20.003
9	J-2358	0.039	92.724	688.995	1.440	91.943	57.974	20.003
10	J-2357	0.008	93.775	689.422	1.440	92.977	58.750	20.004
11	J-2352	0.138	96.017	691.595	1.440	95.098	60.956	20.004
12	J-2356	0.020	97.352	689.676	1.440	96.572	63.568	20.004
13	J-2355	0.086	97.384	689.750	1.440	96.604	63.808	20.004

SCENARIO 3 - EXISTING WATER DISTRIBUTION SYSTEM (35.94 MGD Max Day Demand) WITH PROPOSED OJALA ADDITION AND TOD AREA

Scenario 3 evaluates the existing water distribution system with a model max day demand of 35.94 MGD from Summer 2023 with the 80-acres of the future TOD area that includes the Ojala development. The 80-acres of development for the TOD area is located east of Railroad Street and west of Valley Ridge Parkway. The new addition consists of the developments listed below and results in a maximum daily demand of 0.732 million gallons per day (MGD) for Scenario 3.

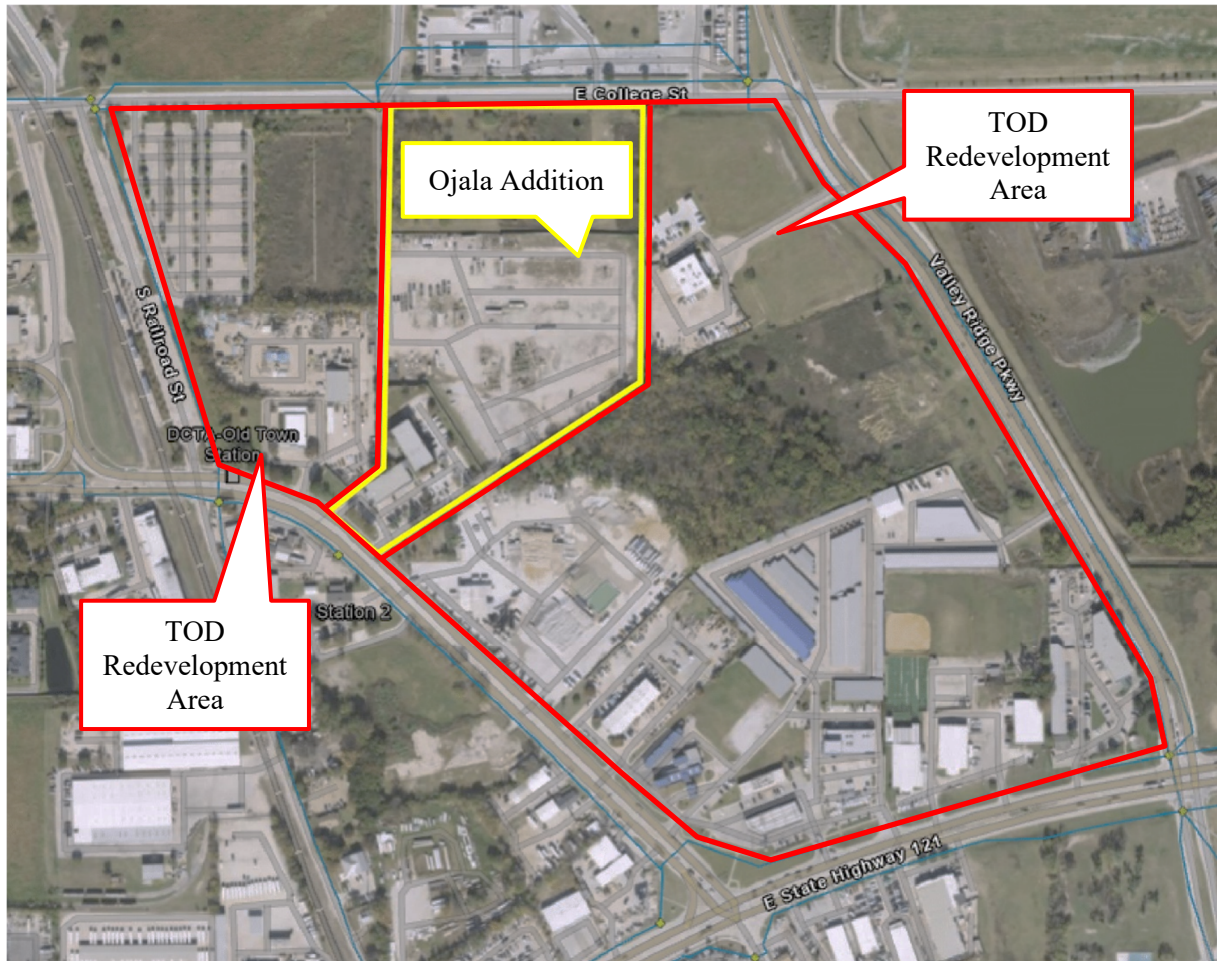
Additional Design Criteria:

1. Ojala Addition Development Maximum Daily Demand
 - a. 73 townhomes/cottage home units x 3.0 people/unit x 250 gpcd / 1,000,000 = **0.05 MGD**
 - i. Residential per Capita = 250 gallons per capita day
 - b. 532 apartment units x 2.3 people/unit x 250 gpcd / 1,000,000 = **0.31 MGD**
 - i. Residential per Capita = 250 gallons per capita day
2. TOD Area
 - a. 0.85 retail acres x 1,540 gpad / 1,000,000 = **0.001 MGD**
 - i. Retail demand per acre = 1,540 gallons per acre per day
 - b. 603 multi-family units x 2.3 people/unit x 250 gpcd / 1,000,000 = **0.35 MGD**
 - i. Residential per Capita = 250 gallons per capita day
 - c. 6.32 office acres x 1,540 gpad / 1,000,000 = **0.009 MGD**
 - i. Office demand per acre = 1,540 gallons per acre per day
 - d. 6.03 industrial acres x 1,980 gpad / 1,000,000 = **0.012 MGD**
 - i. Industrial demand per acre = 1,980 gallons per acre per day

The total max day demand calculates to **0.732 MGD** (0.05 + 0.31 + 0.001 + 0.35 + 0.009 + 0.012). The previous demand for the TOD area that was used in the 2018 Masterplan was calculated as 0.212 MGD.

Exhibit No. 3 below shows the location of the TOD redevelopment area analyzed for Scenario 3.

Exhibit No. 3



The pipes and nodes evaluated in this scenario are the same that are shown on the previous Exhibit 2.

Scenario 3 - Hydraulic Water Model Results

The following are tables from the water model illustrating the top minimum and maximum hydraulic results for the existing junction nodes and pipes being evaluated within the 0.5-mile radius of the proposed Ojala Addition and TOD redevelopment area. Table No. 9 lists the junction nodes' minimum pressures. The results shows that the minimum pressure remained at 86 psi which exceeds the minimum design criteria, and still acceptable.

Table No. 9
Junction Node Minimum Pressures

		ID	Max.Value (psi)	Max.Time (hrs.)	Min.Value (psi)	Min.Time (hrs.)	Average (psi)	Difference (psi)
1	☐	J-2349	104.141	32:00	85.578	25:00	93.129	18.563
2	☐	J-2361	102.009	32:00	86.409	25:00	92.734	15.600
3	☐	J-2360	102.028	32:00	86.410	25:00	92.741	15.619
4	☐	J-2350	105.007	32:00	86.445	25:00	93.995	18.563
5	☐	J-2359	102.807	32:00	87.710	25:00	93.915	15.097
6	☐	J-2358	102.979	32:00	87.716	25:00	93.984	15.263
7	☐	J-2354	104.895	32:00	87.720	25:00	94.719	17.174
8	☐	J-2351	106.341	32:00	87.746	25:00	95.308	18.595
9	☐	J-3192	104.780	32:00	87.898	25:00	94.756	16.882
10	☐	J-2357	104.702	32:00	88.582	25:00	95.083	16.120
11	☐	J-2352	108.558	32:00	89.914	25:00	97.496	18.644
12	☐	J-2356	108.858	32:00	92.048	25:00	98.693	16.811
13	☐	J-2355	109.004	32:00	92.049	25:00	98.734	16.956

Table No. 10 lists the pipes' maximum velocities. The maximum pipe velocity remained at 5.9 ft/s, and still acceptable.

Table No. 10
Pipe Maximum Velocities

		ID	Max.Value (ft/s)	Max.Time (hrs.)	Min.Value (ft/s)	Min.Time (hrs.)	Average (ft/s)	Difference (ft/s)
1	☐	P-2648	5.949	07:00	0.695	18:00	3.330	5.254
2	☐	P-2252	4.750	08:00	0.452	18:00	2.636	4.298
3	☐	P-2615	4.344	31:00	0.304	18:00	1.902	4.040
4	☐	P-2281	4.137	31:00	0.052	25:00	1.762	4.085
5	☐	P-2320	3.895	31:00	0.268	18:00	1.705	3.627
6	☐	P-2254	3.583	30:00	0.360	18:00	1.884	3.223
7	☐	P-2283	3.261	30:00	0.108	38:00	0.362	3.152
8	☐	P-2282	3.193	30:00	0.031	25:00	1.194	3.161
9	☐	P-2230	2.870	07:00	0.270	18:00	1.604	2.600
10	☐	P-2256	2.638	32:00	0.072	18:00	1.374	2.567
11	☐	P-2255	2.519	00:00	0.038	25:00	1.287	2.481
12	☐	P-2249	2.428	09:00	0.188	18:00	1.327	2.240
13	☐	P-2329	2.266	30:00	0.279	61:00	1.215	1.987
14	☐	P-2253	2.075	08:00	0.197	18:00	1.151	1.877
15	☐	P-2321	1.970	31:00	0.136	18:00	0.862	1.834
16	☐	P-2257	1.959	00:00	0.044	18:00	1.001	1.915
17	☐	P-2323	1.697	30:00	0.075	18:00	0.716	1.621
18	☐	P-2328	1.255	31:00	0.005	25:00	0.499	1.250
19	☐	P-2327	1.176	31:00	0.006	58:00	0.464	1.170
20	☐	P-2280	1.022	30:00	0.035	42:00	0.361	0.987

Table No. 11 lists the pipes' maximum headloss. The maximum pipe headloss remained at 19 feet at pipe P-2648, which is within the maximum design criteria, and still acceptable.

Table No. 11
Pipe Maximum Headlosses

		ID	Max.Value (ft)	Max.Time (hrs.)	Min.Value (ft)	Min.Time (hrs.)	Average (ft)	Difference (ft)
1	☐	P-2648	18.897	07:00	0.354	18:00	7.902	18.543
2	☐	P-2249	9.405	09:00	0.082	18:00	3.837	9.323
3	☐	P-2253	5.153	08:00	0.066	18:00	2.142	5.087
4	☐	P-2252	5.153	08:00	0.066	18:00	2.142	5.087
5	☐	P-2256	4.421	32:00	0.006	18:00	1.697	4.415
6	☐	P-2257	3.793	00:00	0.003	18:00	1.404	3.790
7	☐	P-2283	3.760	30:00	0.007	38:00	0.184	3.753
8	☐	P-2254	3.555	30:00	0.050	18:00	1.330	3.505
9	☐	P-2323	2.814	30:00	0.009	18:00	0.736	2.805
10	☐	P-2255	2.193	00:00	0.001	25:00	0.824	2.192
11	☐	P-2282	1.991	30:00	0.000	25:00	0.427	1.991
12	☐	P-2281	1.986	31:00	0.001	25:00	0.536	1.985
13	☐	P-2280	1.812	30:00	0.003	42:00	0.342	1.808
14	☐	P-2328	1.213	31:00	0.000	18:00	0.292	1.213
15	☐	P-2327	1.165	31:00	0.000	58:00	0.276	1.165
16	☐	P-2321	0.983	31:00	0.007	18:00	0.273	0.976
17	☐	P-2320	0.983	31:00	0.007	18:00	0.273	0.976
18	☐	P-2230	0.802	07:00	0.010	18:00	0.336	0.792
19	☐	P-2325	0.642	30:00	0.001	12:00	0.132	0.642
20	☐	P-2329	0.410	30:00	0.008	61:00	0.160	0.401

Table No. 12 shows the fire flow results from the water model illustrating the ten minimum available fire flow and residual pressures for the junctions evaluated. The fire flow results shows that the available fire flow still exceed the minimum design criteria, and is still acceptable.

Table No. 12
Junction Minimum Available Flow at Hydrant

		ID	Static Demand (mgd)	Static Pressure (psi)	Static Head (ft)	Fire-Flow Demand (mgd)	Residual Pressure (psi)	Hydrant Available Flow (mgd)	Hydrant Pressure at Available Flow (psi)
1	☐	J-2360	0.000	91.303	688.715	1.440	89.251	12.082	20.000
2	☐	J-2361	0.014	91.298	688.703	1.440	89.249	12.198	20.000
3	☐	J-2359	0.027	92.507	688.493	1.440	91.401	23.933	20.001
4	☐	J-3192	0.287	93.211	689.699	1.440	92.190	40.146	20.002
5	☐	J-2354	0.063	93.153	689.984	1.440	92.118	43.369	20.002
6	☐	J-2349	0.075	91.469	691.099	1.440	90.526	53.521	20.003
7	☐	J-2350	0.063	92.336	691.099	1.440	91.393	54.033	20.003
8	☐	J-2351	0.083	93.647	691.125	1.440	92.719	56.383	20.003
9	☐	J-2358	0.039	92.560	688.617	1.440	91.793	57.804	20.003
10	☐	J-2357	0.008	93.606	689.032	1.440	92.822	58.572	20.004
11	☐	J-2352	0.170	95.831	691.166	1.440	94.927	60.788	20.004
12	☐	J-2356	0.020	97.180	689.280	1.440	96.415	63.369	20.004
13	☐	J-2355	0.117	97.212	689.352	1.440	96.445	63.639	20.004

Conclusion

We have completed our analysis of the City of Lewisville existing water distribution system. We have compared the hydraulic results from the hydraulic water model, with and without the Ojala Addition and future TOD area, and have determined that the City's water distribution system has adequate capacity to support the proposed Ojala Addition and future TOD area during the existing maximum daily demand and maximum hourly conditions, and during fire flow demands.

WASTEWATER COLLECTION SYSTEM ANALYSIS

Introduction

We have completed our analysis of the City of Lewisville's existing wastewater collection system to determine how the proposed Ojala Addition and future Old Downtown Transit Oriented Development (TOD) area can be serviced. The proposed Ojala development contains approximately 17.58 acres and is generally located at the intersection of College St. and Valley Ridge Pkwy. The remainder TOD area is approximately 62 acres, totaling 80 acres.

The Ojala development is situated less than one mile south of City's wastewater treatment plant and near an existing 27-inch diameter sanitary trunk sewer, however, due to topography and available pipe slope grade, additional options were evaluated to service the proposed Ojala Development and an additional 62-acres TOD area.

Design Criteria

The City's existing wastewater collection system hydraulic model was utilized for this analysis, which runs 72-hour extended period simulation (EPS) in Infosewer hydraulic modeling software on ArcGIS. Downstream existing sanitary sewer section capacity and peak wastewater flow (PWWF) was assessed with the following design criteria and information utilized in the existing wastewater model.

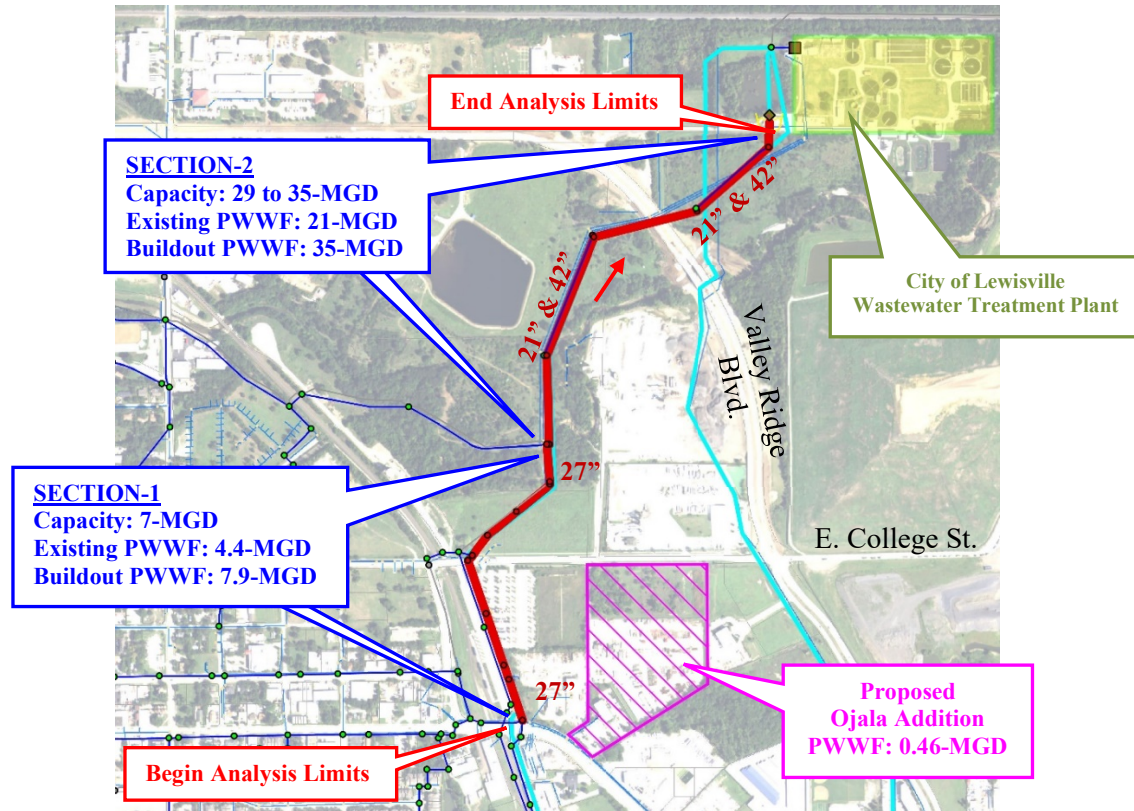
The Standard at Old Town Ojala Addition proposes 605 multi-family residential units. The estimated average daily flow (ADF) for the development is 0.13-MGD and the peak wet-weather flow (PWWF) is 0.46-MGD using the following assumptions:

- Residential Population Density: 3.0 people per unit (Townhomes & Cottages)
- Residential Population Density: 2.3 people per unit (Apartments)
- Average Per Capita Flow Usage: 90 gallons per person per day
- Peaking Factor: 3.5
- Infiltration/ Inflow Allowance: 400 gallons per acre per day
- Ojala ADWW Flow: 0.13 MGD
- Ojala PWW Flow: 0.46 MGD
- Total 80 Acre PWWF: 1.35 MGD

Option 1: Wastewater to 27-inch Sanitary Sewer

The first option consisted of conveying wastewater flow from the Ojala Development to the existing 27-inch sanitary sewer line, as shown in Exhibit No. 4. The 27-inch sewer line is generally west of the Ojala Development.

Exhibit No. 4

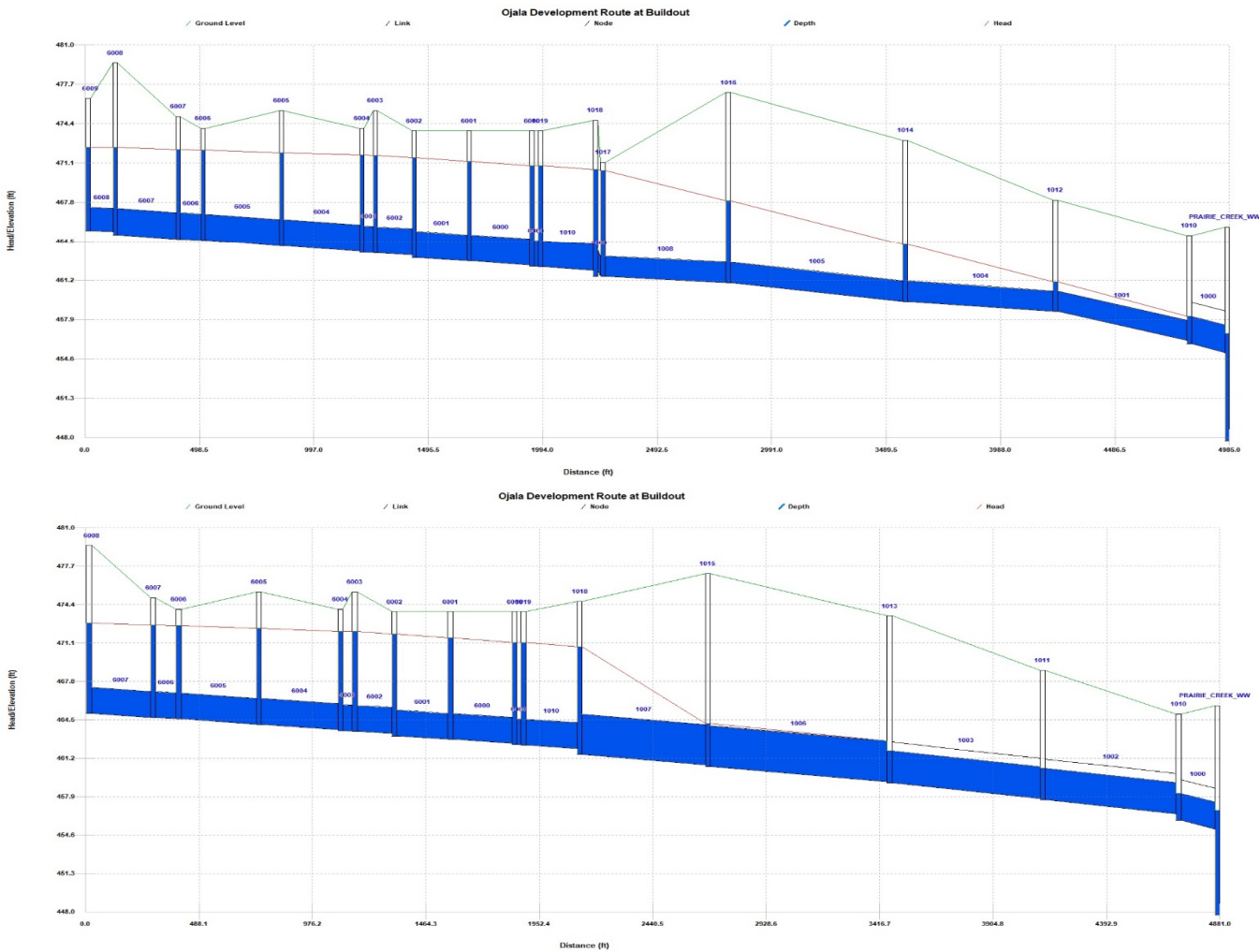


This options utilized the existing 27-inch sanitary sewer line to convey the wastewater flows to the City's wastewater treatment plant. Option 1 route was analyzed on pipe sizes and pipe slopes for the calculation of full-flow capacity of each line segment using a pipe roughness coefficient of 0.013. The capacity of the 27-inch sewer line is approximately 7.2-MGD.

The sewer model scenario shows that the pipe capacity is adequate in all sections to convey the Existing PWW flows freely and without surcharge. The existing PWW flow consumes roughly 61-percent of the 27-inch pipe capacity, and with the Ojala Addition, the PWWF increases to 67-percent of the pipe capacity, which is acceptable. Although a new lift station and force main would be needed in order to convey the Ojala Development and TOD wastewater flows to the existing 27-inch sanitary sewer line.

Also, capacity improvements may be necessary at Buildout. The 2018 wastewater system master plan buildout PWWF exceeds capacity of the existing sanitary sewer sections by approximately 120-percent in some segments of both Section-1 and Section-2. 120-percent over capacity is a threshold where excessive surcharge may be experienced. Analysis of the total upstream buildout model loading shows that ADF in this line is 6.51-MGD and a peaking factor of 5.0 based on 2017 flow monitoring projected peak flows. The projected rainfall-derived inflow and infiltration (RDII) flow could potentially be reduced by addressing RDII in the system prior to buildout. Exhibit No. 5 shows modeled surcharge in the 27 and 42-inch downstream sanitary sewer in the 2018 Master Plan Buildout model.

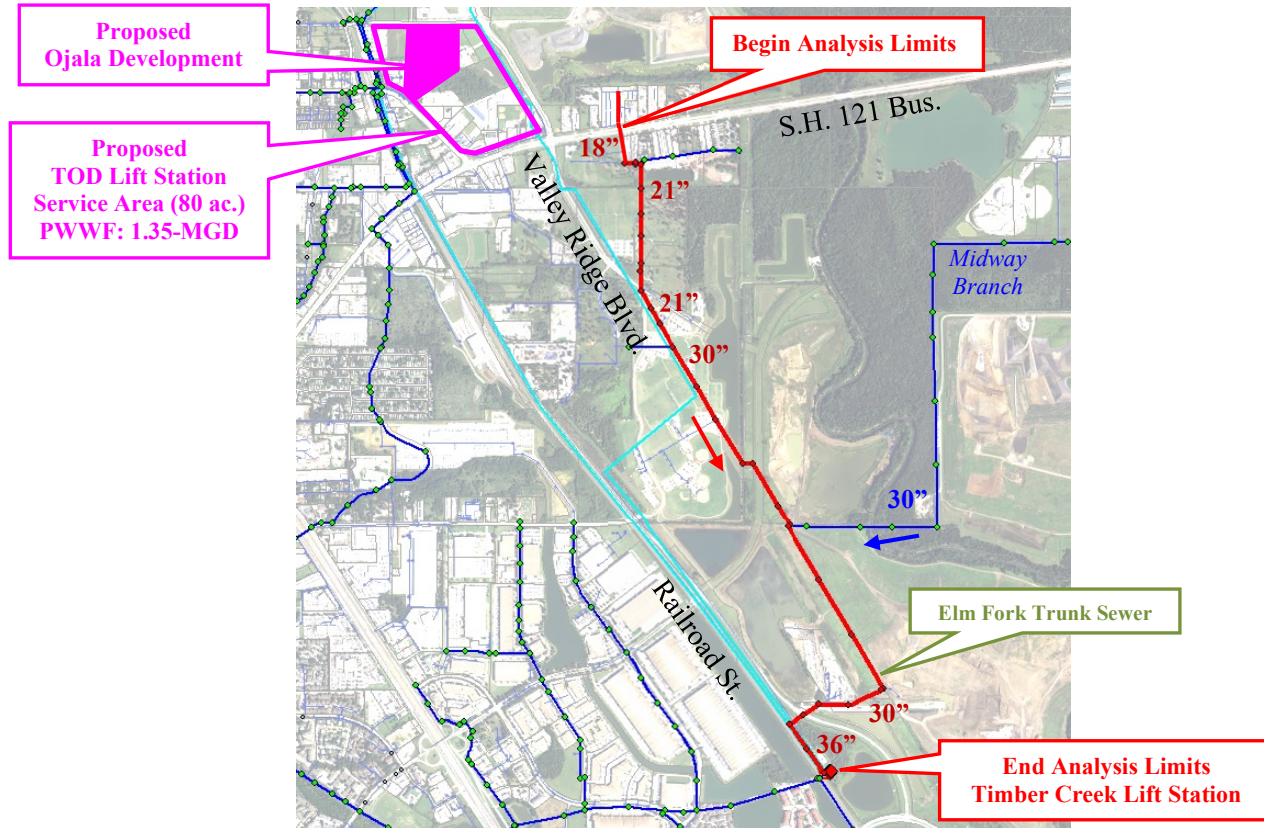
Exhibit No. 5



Option 2: Wastewater to Elm Fork 18-inch Trunk Sewer

The second option consisted of conveying wastewater flows from the Ojala development to the existing Elm Fork 18-inch sanitary sewer line which is east of the Ojala Development. The existing 18-inch trunk sewer crosses State Highway 121 Business and connects to other sewer lines in the wastewater collection system that convey wastewater flow to the Timber Creek Lift Station. Timber Creek Lift Station then pumps the flow to the City wastewater treatment plant (WWTP). The Elm Fork gravity sewer route analyzed is shown in Exhibit 6.

Exhibit No. 6



We determined the existing PWWF in 30-inch sections of the Elm Fork trunk sewer conveys 91 percent of the full-flow capacity. With the Ojala development flows added, the trunk sewer would reach approximately 100 percent capacity, and there would not be any excess capacity for the 80-acre TOD area, until the Midway Branch Lift Station and Force Main comes online to redirect flow.

If the Midway Branch Lift Station is not constructed before buildout, roughly 5,600-LF of 30-inch sanitary sewer will need to be paralleled with 30-inch line in the route analyzed, which would provide the necessary capacity to serve the Ojala development and 80-acre TOD area. A new gravity main 3,500-LF, likely 18-inch diameter, would also be required to connect the proposed Ojala development to the existing Elm Fork Trunk Sewer Line.

Profiles of the Elm Fork Trunk Sewer HGL at buildout are provided in Exhibit No. 7 (without Midway Branch Lift Station) and Exhibit No. 8 (with Midway Branch Lift Station) on the following page.

Exhibit No. 7

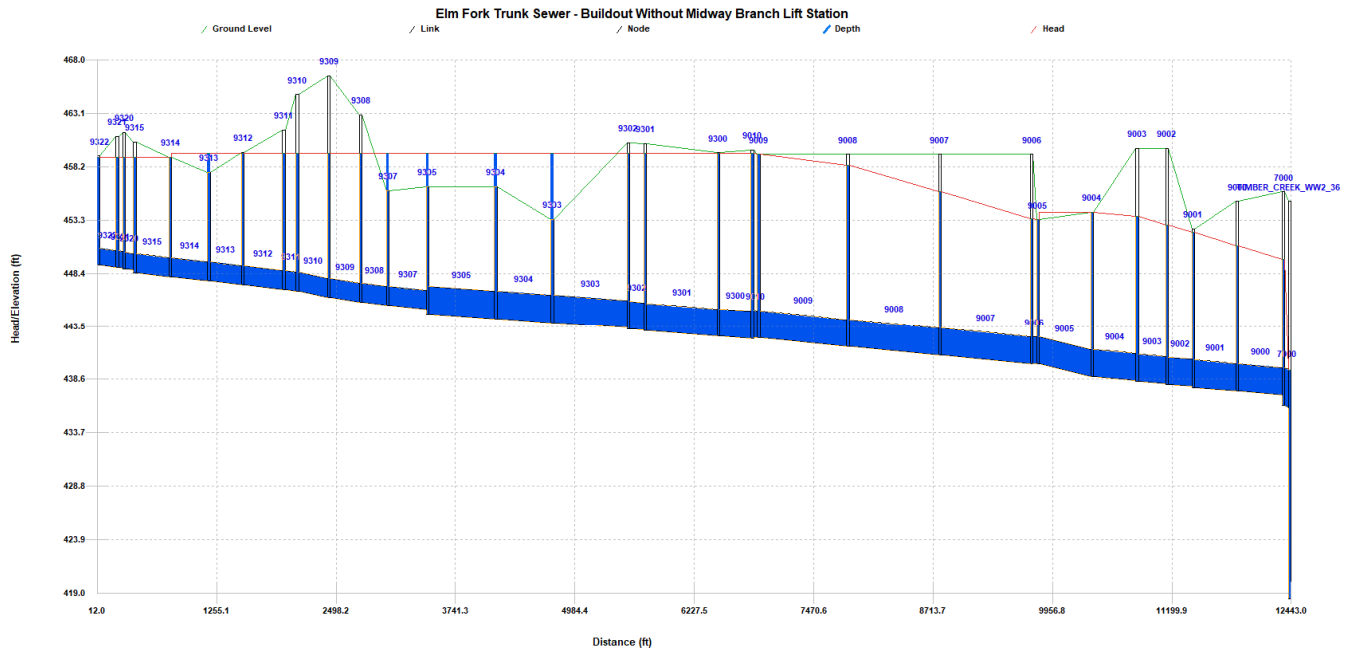
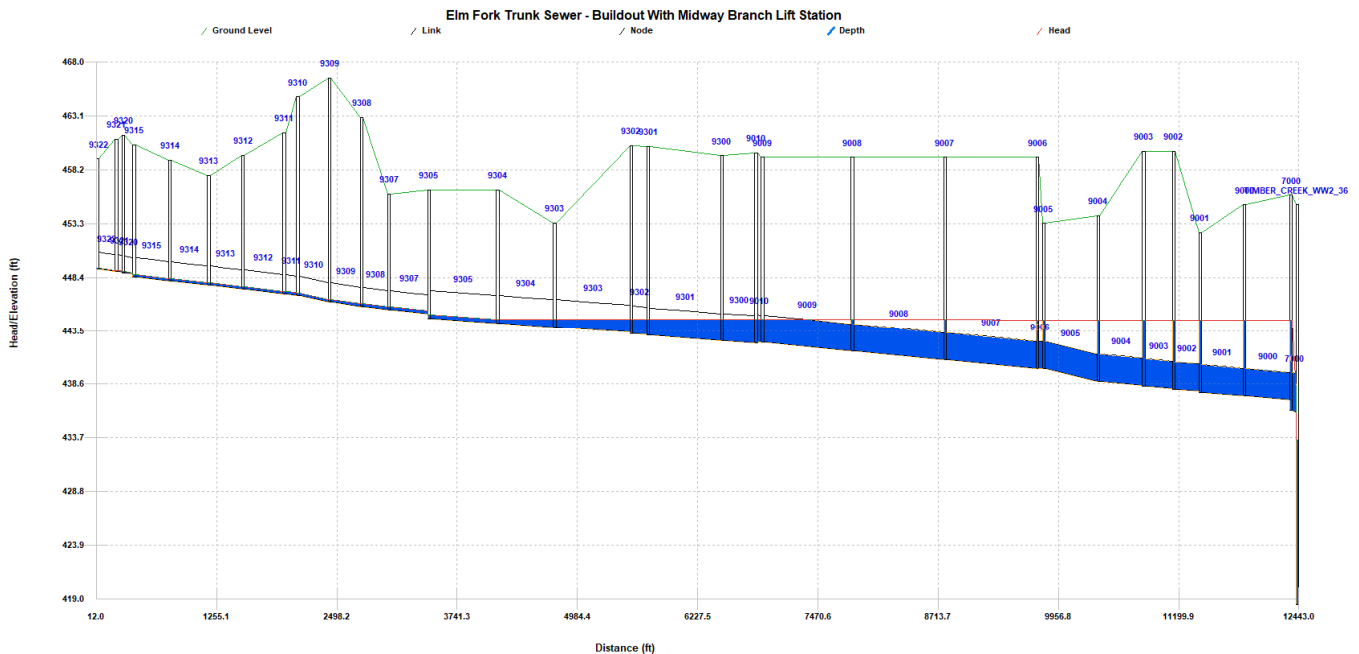


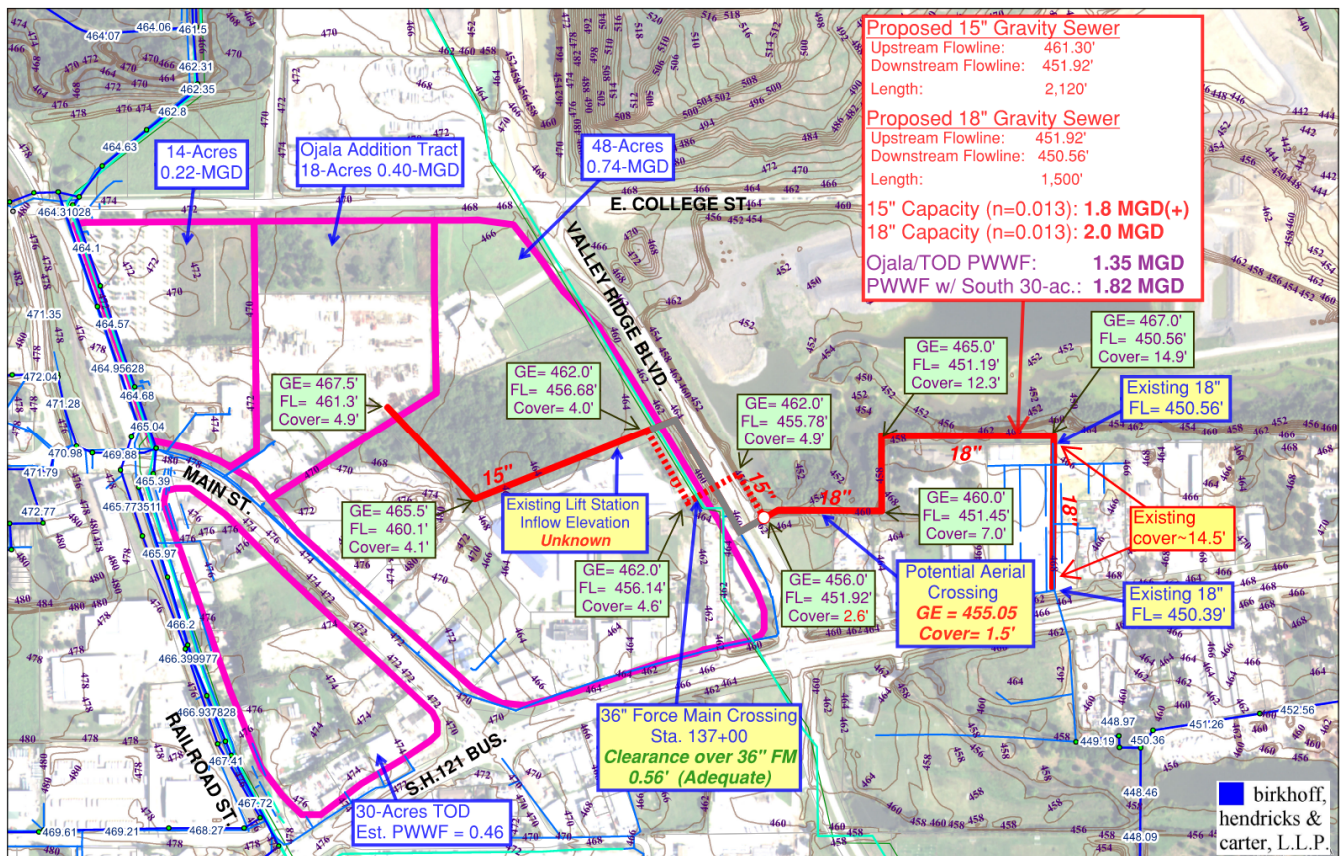
Exhibit No. 8



The 30-inch Elm Fork Trunk Sewer capacity is roughly 6.8-MGD, and existing PWWF is 6.0-MGD as estimated (90-percent full). Surge would be experienced with the addition of the 80-acre TOD area. At Buildout, if Midway Branch Lift Station is not constructed, the estimated PWWF is 13.5-MGD (200-percent full). Once Midway Branch Lift Station comes online, the PWWF is reduced to roughly 1.1-MGD (16-percent full).

This second option requires constructing a sanitary sewer line that would connect the Ojala Development to the existing Elm Fork 18-inch sanitary sewer line. A preliminary sewer line alignment was provided to evaluate the system by conveying the wastewater flows by gravity. Preliminary field survey was conducted by taking ground survey shots at some general locations along the route and comparing the data with the two-foot contours file. It appears that most of the alignment achieved a pipe cover of at least four (4) feet, except just east of Valley Ridge Boulevard, where the pipe cover was calculated to be only one and a half (1.5) feet. The following exhibit illustrates the preliminary route alignment in red and the elevation and pipe coverage data in the green/yellow boxes.

Exhibit No. 9



Wastewater System Recommendations and Conclusion

We have completed our analysis of the City of Lewisville wastewater collection system hydraulic model to determine how the City can service the proposed Ojala Addition and future Old Downtown, and determined two options to service this area. Option 1 consisted of conveying the TOD wastewater flows by constructing a new lift station and force main, and connecting it to the existing 27-inch sanitary sewer line. Option 2 consisted of conveying the TOD wastewater flows via gravity by constructing a new 18-inch sanitary sewer line and connecting it to the existing Elm Fork 18-inch sanitary sewer line. It appears from our initial evaluation that the gravity line in Option 2 could be constructed, although further design survey and design analysis would have to be performed to confirm this option is truly viable, due to the limited pipe coverage and grades.