

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“Agreement”) is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation of Denton County, Texas, duly acting by and through its City Manager (“City”); and TSMJV LLC, a Texas limited liability company, duly acting by and through its owner, Henry Rahmani (“Developer”) (collectively, “Parties”).

WITNESSETH:

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

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

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

WHEREAS, on the ____ day of _____, 2024, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to the Statute; and

WHEREAS, the Developer owns the property located at the northwest corner of S Charles Street and Lake Haven Drive in the city of Lewisville, Texas, as more fully described in Attachment “A” attached hereto and made a part hereof (the “Property”); and

WHEREAS, Developer intends to develop a townhome development consisting of the Townhouse Improvements, as hereinafter defined (the “Project”); and

WHEREAS, the City desires to provide, pursuant to the Statute, incentives to the Developer to develop the Project in a manner consistent with the planned development ordinance approved by the City with a minimum capital investment in the Project and in accordance with all other terms and conditions outlined herein; and

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

WHEREAS, the City finds that entering into this Agreement for construction of the Project promotes local economic development by providing new housing and providing jobs related to the construction activities in developing the Project, stimulating business and commercial activity within

the City by increasing the population near Old Town to support our business community while also providing a local workforce for Lewisville businesses , and would directly accomplish a public purpose; and

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

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

ARTICLE I TERM

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

ARTICLE II DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Street Escrow Requirement Waiver**” shall have the meaning set forth in section 4.1 of this Agreement.

“**Substantial Completion**” shall mean the issuance of a building final by the City to the Developer for the last unit of the Townhome Improvements which is completed in the Project.

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

“**Townhome Improvements**” shall mean fifty-five (55) for-sale townhomes with a minimum floor area of 2,000 square feet each, and other ancillary facilities such as required parking and landscaping, as applicable, as more fully described in the planned development ordinance approved by the City and in the submittals filed with the City.

ARTICLE III GENERAL PROVISIONS

3.1 Construction of Townhome Improvements and Substantial Completion. The Developer shall construct the Townhome Improvements and shall reach Substantial Completion no later than three (3) years from the Effective Date.

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

3.1.2 Subject to an extension provided pursuant to section 3.1.1 above, failure to reach Substantial Completion by the third (3rd) anniversary of the Effective Date shall constitute a breach of this Agreement.

3.2 Sale of Townhome Units and Deed Restriction. Developer shall sell no more than two (2) townhome units in the Project to a single individual or entity. Developer shall execute and file in the Denton County Real Property Records a deed restriction outlining this requirement in a form substantially similar to the document attached hereto as Attachment “B” on or before ten (10) business days following the Effective Date of this Agreement. Developer shall provide the Director of Economic Development or her designee with the legal name of any prospective purchaser of a townhome unit at least thirty (30) days prior to the scheduled closing date on the sale of the unit, or less if approved by the City Manager or her designee. The Director of Economic Development may,

but is not required to, provide Developer with notice that a prospective sale of a townhome unit would cause a breach of this Agreement.

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

ARTICLE IV

ECONOMIC DEVELOPMENT INCENTIVES

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

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

4.2.1 RP Tax Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees to provide to the Developer an economic development grant in an amount equal to one hundred percent (100%) of the ad valorem property taxes owed and paid to the City with respect to any improvements on the Property installed or constructed by or on behalf of the Developer following the Effective Date of this Agreement (“RP Tax Grant”). The total amount disbursed under the RP Tax Grant shall not exceed four hundred thousand dollars (\$400,000.00). For clarity, property taxes paid on the value of the land included in the Property is not included in the RP Tax Grant calculation. Developer will be paid the RP Tax Grant by the City in accordance with this Agreement on an annual basis subject to the timing referenced in section 4.2.4, below. The Developer shall be entitled to the RP Tax Grant until total disbursements under the RP Tax Grant reach four hundred thousand dollars (\$400,000.00) (“RP Tax Grant Total”). Under no circumstance shall the funds disbursed under the RP Tax Grant exceed the RP Tax Grant Total. Subject to the terms and conditions of this Agreement, Developer shall be entitled to the RP Tax Grant following the date of Substantial Completion until the RP Tax Grant Total is disbursed (the “RP Tax Grant Period”). Developer shall pay all applicable taxes on the Property and all improvements therein or thereupon, or ensure that such taxes are paid, in accordance with applicable law.

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

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

4.2.4 Timing of Grants. Developer acknowledges that this Agreement makes an allowance for the grants provided for herein to be paid to Developer subject to the terms and conditions of this Agreement and upon submittal of documents to the City in accordance with this Agreement. **Failure to timely submit the required documentation may delay payment at the City’s discretion.** Any submission deadlines imposed on Developer in this section may be extended by the City Manager in her sole and absolute discretion. Subject to the terms and conditions of this Agreement, the City agrees that the grants will be paid to Developer within forty-five (45) days of the timely and satisfactory receipt of the below-listed items.

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

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

(c) Impact Fee Grant. Within (30) days following the of payment of the Impact Fees, Developer shall submit to the City all of the following: (1) a letter of

request for payment, (2) proof of payment for all Impact Fees, and (3) any other documentation or information required by the City.

ARTICLE V AGREEMENT CONDITIONS

5.1 Minimum Investment Requirement. Before the date of Substantial Completion, the Developer shall make a Capital Investment of at least twenty seven million dollars (\$27,000,000.00) on the Property (“Minimum Investment Requirement”).

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

5.3 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers as defined in TEX. GOVT. CODE §2264.001. If convicted of a violation under 8 U.S.C. §1324a(f), the Developer shall repay the amount of the grants and any other funds received by the Developer from the City, or fees waived by the City, as of the date of such violation not later than one hundred and twenty (120) days after the date the Developer is notified by the City of a violation of this section, plus interest from the date the grants were paid to the Developer, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be as if it had been accruing from the date the grants were paid to the Developer until the date the grants are repaid to the City. Pursuant to Section 2264.101(c), TEX. GOV’T CODE, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

ARTICLE VI TERMINATION

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

6.1.1 By written agreement of the Parties;

6.1.2 By expiration of the Term;

6.1.3 By the City, if the Developer breaches any terms or conditions of this Agreement and such breach is not cured within sixty (60) days after receipt of written notice thereof and the Developer has not commenced curative action within such 60-day period and has not diligently pursued such curative action to a satisfactory completion;

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

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

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

6.1.7 As otherwise stated within this Agreement.

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

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

6.2.2 In the event the Agreement is terminated by the City pursuant to Section 6.1.6, the Developer shall, within one-hundred twenty (120) days after the date the Developer is notified by the City of a violation, pay to the City the amounts specified in Section 5.2 of this Agreement.

ARTICLE VII MISCELLANEOUS

7.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by the Developer unless written permission is first granted by the City Manager, which shall not be unreasonably withheld. Any assignment without such permission shall be void. Upon assignment, the Developer's assignee must agree to be bound by all terms and conditions of this Agreement.

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

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

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

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

For the City by notice to:

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

For Developer by notice to:

TSMJV LLC
Attn: Henry Rahmani
277 S Mill Street
Lewisville, TX 75057

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

7.6 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement. This Agreement may be executed by facsimile transmission or email, in each case, with the same force and effect as originals.

7.7 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

7.9 THE DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF DEVELOPER, ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

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

7.13 The City represents and warrants to the Developer that this Agreement has been authorized by action of the Lewisville City Council, authorizing the City Manager to execute the

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

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

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

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

7.17 Where applicable, pursuant to Texas Government Code Chapter 2274, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274. Any terms used in this section which are defined in Texas Government Code Chapter 2274 shall have the meaning given therein.

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

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2276.

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

[SIGNATURE PAGE FOLLOWS]

DATED this the _____ day of _____, 2024.

CITY OF LEWISVILLE, TEXAS

Claire Powell, City Manager

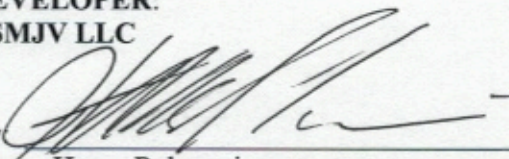
ATTEST:

Thomas Harris III, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

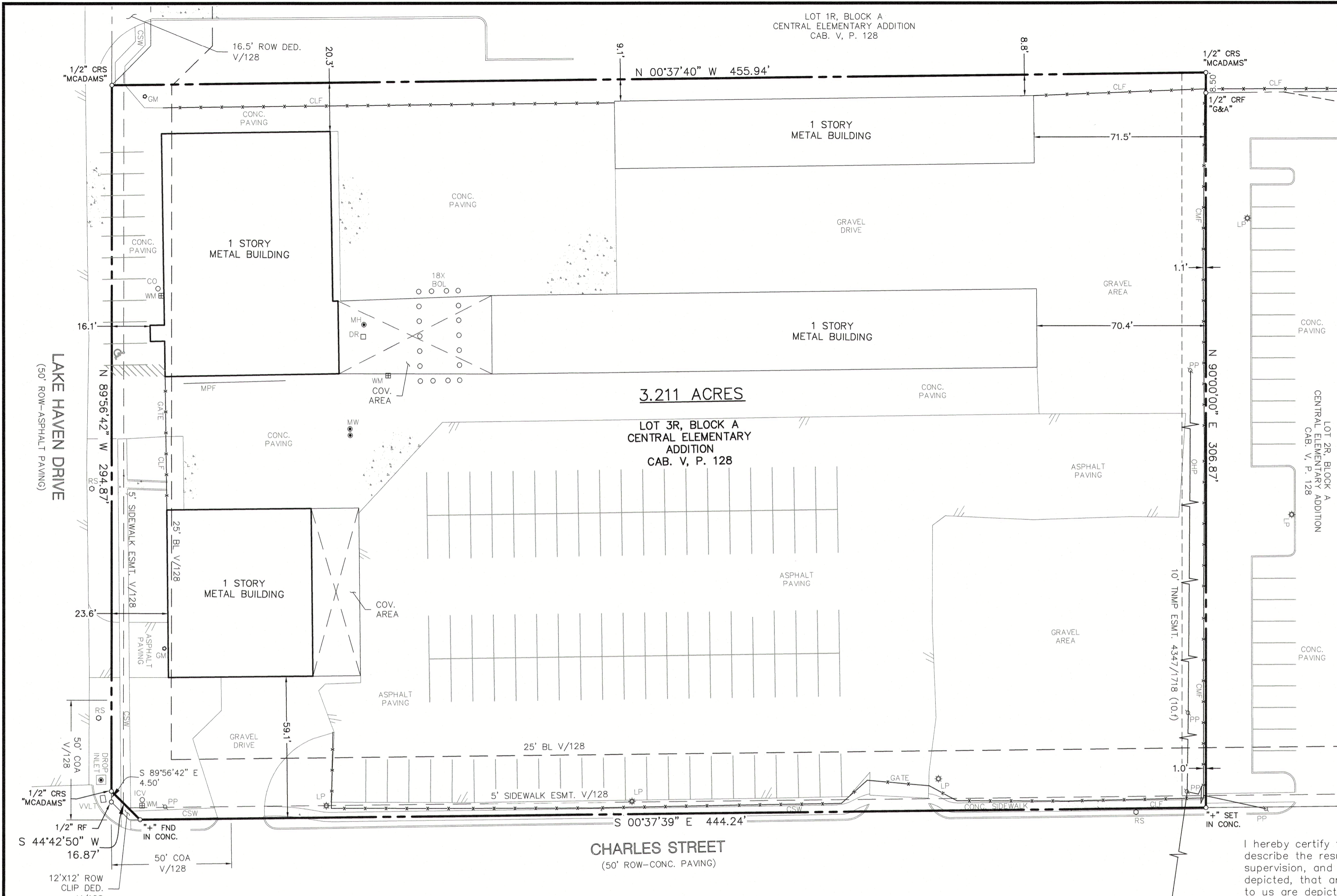
**DEVELOPER:
TSMJV LLC**

By 

Name: Henry Rahmani
Title: Owner

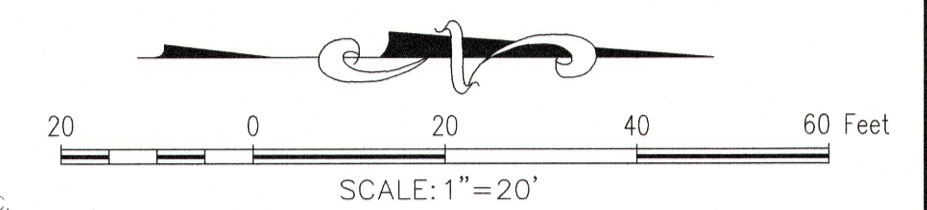
ATTACHMENT "A"

Property



LEGEND

RF	= REBAR FOUND
CRS	= CAPPED REBAR SET
BL	= BUILDING LINE
UE	= UTILITY EASEMENT
CRF	= CAPPED REBAR FOUND
P.O.B.	= POINT OF BEGINNING
PP	= POWER POLE
LP	= LIGHT POLE
WM	= WATER METER
ICV	= IRRIGATION CONTROL VALVE
GM	= GAS METER
GW	= GUY WIRE
OHP	= OVERHEAD POWER LINE
CO	= CLEAN OUT
ROW	= RIGHT-OF-WAY
VVLT	= VERIZON VAULT
RS	= ROAD SIGN
CLF	= CHAIN LINK FENCE
CMF	= CORRUGATED METAL FENCE
MPF	= METAL PIPE FENCE
DR	= DRAIN
MW	= MONITORING WELL
BOL	= BOLLARDS



LEGAL DESCRIPTION
 BEING all of Lot 3R, Block A, Central Elementary Addition, an addition to the City of Lewisville, according to the plat thereof, recorded in Volume V, Page 128, Plat Records, Denton County, Texas.
 More commonly known as 540 Lake Haven Drive.

- NOTES:**
- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
 - Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners. MCADAMS, and the Surveyor shall not be liable for any unauthorized use hereof.
 - According to Community/Panel No. 48121C0540 E, effective April 2, 1997, of the FLOOD INSURANCE RATE MAP for Denton County, Texas & Incorporated Areas, by graphic plotting only, this property appears to be within Flood Zone "X" (areas of minimal flooding). This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes.
 This flood statement shall not create liability on the part of the surveyor.
 - Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
 - This survey was prepared in connection with the Real Estate transaction related to Title Resources Guaranty Company, GF# 2103846-VVVV. Commitment effective August 1, 2021. MCADAMS shall not be held liable for any unauthorized use hereof.
 Items 10.e and 10.f, include subject property as shown hereon.
 Item 10.g, does not include subject property.
 - Fieldwork completed on August 4th, 2021.

I hereby certify that the Survey Map and description hereon depict and describe the results of surveys made on the ground, under my supervision, and that visible improvements found on the property are depicted, that any visible evidence of easements and those made known to us are depicted or noted hereon, and that any visible intrusions and protrusions across boundary lines are depicted hereon.

James Stowell
 James Stowell, RPLS
 Texas Registration No. 6513
 8/19/2021

SURVEY PLAT
Lots 3R , Block A
CENTRAL ELEMENTARY ADDITION
3.211 Acres
 in the
ELI PICKETT SURVEY, ABSTRACT NO. 1014
CITY OF LEWISVILLE
DENTON COUNTY, TEXAS

McADAMS
 The John R. McAdams Company, Inc.
 111 Hillside Drive
 Lewisville, Texas 75057
 972.436.9712
 201 Country View Drive
 Roanoke, Texas 76262
 940.240.1012
 TBPE: 19762 TBPLS: 10194440
 www.gacon.com
 www.mcadamsco.com

File: M:\Projects\000\000\2021\310734\02-Geomatics\Survey\Boundary\2021\310734_SP_101_3R
 Plotfile: 8/18/2021 8:48 AM by Cox, Bradley. Sheet: 8/18/2021 9:41 AM by Cox

ATTACHMENT "B"
Deed Restriction

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DEED RESTRICTION

STATE OF TEXAS §
§
COUNTY OF DENTON §

THIS DEED RESTRICTION (the "Deed Restriction") is made by **TSMJV, LLC**, a Texas limited liability company ("Owner"), for the benefit of the **CITY OF LEWISVILLE**, a municipal corporation organized and existing under the laws of the State of Texas, (the "City") in consideration of the economic development agreement executed by and between the Owner and the City on _____ (the "Agreement"). Terms not defined herein have the same meaning as defined in the Agreement.

RECITALS

WHEREAS, the Owner applied for economic development incentives from the City for anticipated development of fifty-five (55) townhomes and associated improvements (the "Project") on the land more particularly described in **Exhibit A** attached hereto (such land and all structures, buildings, additions, and improvements thereon, are together referred to herein as the "Property"), and was recommended for receipt of such incentives through an economic development agreement; and

WHEREAS, Owner and the City mutually executed the Agreement in accordance with the City's economic development program; and

WHEREAS, in accordance with the Agreement and in consideration of the economic development incentives provided to the Owner by the City, the Owner agreed to execute this Deed Restriction pertaining to the sale of townhomes within the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby establishes this Deed Restriction which shall burden and encumber the Property as herein provided.

A. SALE RESTRICTIONS AND RECAPTURE REQUIREMENTS

1. Owner shall not sell more than two (2) townhome units within the Property to a single individual or entity. Should Owner sell more than two (2) townhome units to a single individual or entity, Owner shall be in default of this Deed Restriction and the Agreement

and shall be subject to the enforcement provisions set forth herein and in the Agreement, and/or any other remedies available to the City at law or in equity.

2. Owner shall not sell, transfer, or convey to another owner all or any part of its rights, privileges, or duties under this Deed Restriction or the Agreement without the prior written approval of the City Manager of the City of Lewisville, which shall not be unreasonably withheld. Any attempted assignment of same without approval shall be void, and shall constitute an event of default under this Deed Restriction and the Agreement. Approval by City to one such assignment shall not constitute approval to any other or further assignment of this Deed Restriction or the Agreement.
3. Notices required to be given to any party to this Deed Restriction shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered three (3) days after the date deposited in the United States' mail:

City:

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

Owner:

TSMJV LLC
Attn: Henry Rahmani
277 S Mill Street
Lewisville, TX 75057

B. APPLICABILITY PERIOD OF DEED RESTRICTION

All of the covenants, restrictions, conditions, and other provisions set forth in this Deed Restriction shall be covenants running with the land and binding upon the Property, Owner, and Owner's heirs, legal representatives, successors and assigns until the expiration or termination of this Deed Restriction as set forth herein. The covenants contained in this Deed Restriction shall remain in full force and effect until Owner has finally sold all townhome units on the Property (the "Applicability Period"), except as otherwise provided for herein. The Applicability Period for a particular unit shall terminate upon the sale of such unit by Owner, and the deed restriction outlined herein shall have no further effect on such unit.

C. INDEMNIFICATION

OWNER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR

WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY OWNER'S BREACH OF ANY OF THE COVENANTS, RESTRICTIONS, CONDITIONS, AND OTHER PROVISIONS SET FORTH IN THIS DEED RESTRICTION, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF OWNER IN THE PERFORMANCE OF THE DEED RESTRICTIONS; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF OWNER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. 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.

D. ENFORCEMENT

1. All of the covenants, restrictions, conditions and other provisions set forth in this Deed Restriction shall be binding upon Owner, Owner's heirs, legal representatives, successors and assigns, and all parties claiming by, through or under Owner, including but not limited to all subsequent owners of the Property, each of whom shall be obligated and bound to observe the covenants, restrictions, conditions and other provisions set forth in this Deed Restriction. By accepting any deed or other instrument of conveyance after the execution and recording hereof, a party is conclusively deemed to have accepted and agreed to be bound by and assumed the covenants, restrictions, conditions and other provisions set forth in this Deed Restriction as to the portion of the Property conveyed and acquired.

2. In the event any provision of this Deed Restriction is violated by Owner or its successors and assigns, the City shall provide Owner or its heirs, legal representatives, successors and assigns written notice of violation and thirty (30) business days opportunity to cure same or, in the case of violations requiring longer cure periods, the City may allow for a period of up to ninety (90) business days to correct the violation, in its sole discretion. Following such notice and cure period, the City shall have the right to every remedy either public or private, available to it at law or equity against Owner and its successors and assigns. The terms and provisions of this Deed Restriction shall be specifically enforceable against Owner and Owner's heirs, legal representatives, successors and assigns as the owner of the Property from time to time. All remedies provided under this Deed Restriction including those at law or in equity shall be cumulative and not exclusive. No failure on the part of the City to enforce the terms and provisions of this Deed Restriction shall be deemed a waiver of the operation or enforcement of such provisions or any other provision of this Deed Restriction. The right of the City to enforce this Deed Restriction may not be waived, expressly or otherwise, and the City's forbearance or failure to pursue any violation or breach of this Deed Restriction shall in no event waive or preclude the City from enforcing said

violation or breach in the future or any new violation or breach. The City shall not be liable for failure to enforce this Deed Restriction. The City may enforce this instrument and the covenants, restrictions, conditions, and other provisions set forth herein by proceedings at law or in equity against Owner or any person violating or attempting to violate any term or provision hereof. Said proceedings may include but shall not be limited to temporary restraining orders, temporary and permanent injunctive relief and/or suit for damages as may be appropriate.

3. If the City substantially prevails in a legal or equitable proceeding to enforce the Deed Restrictions, the City shall be entitled to recover damages, reasonable attorney's fees, and court costs from the offending party.

E. MISCELLANEOUS

1. This Deed Restriction is not intended to restrict the right of the Lewisville City Council to exercise its legislative or governmental duties and powers, including but not limited to zoning of any part of the Property or the exercise of the City's right of eminent domain regarding any part of the Property.

2. This instrument shall be subject to and governed by the laws of the State of Texas. Owner hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Denton County, Texas.

3. In case any one or more of the provisions contained in this instrument shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this instrument shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4. Whenever required by the context, as used in this instrument, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

6. The section headings appearing in this instrument are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.

7. The provisions of this Deed Restriction inure to the benefit of the City.

8. This Deed Restriction may be amended only by written instrument signed by Owner and the City and recorded in the Official Public Records of Denton County, Texas. Termination of this Deed Restriction is subject to City Council approval if the request for termination is prior to the expiration of the Applicability Period and shall be evidenced by an instrument to such effect signed by the City and recorded in the Official Public Records of Denton County, Texas.

9. Owner covenants and agrees to execute instruments and take such further actions as the City may deem reasonably necessary or convenient to implement and effectuate the covenants, restrictions, conditions, and other provisions herein contemplated.

EXECUTED as of the date first written above.

OWNER:
TSMJV, LLC
A Texas limited liability company

By [Signature]
Name HENRY RAHMANI
Title OWNER

STATE OF TEXAS §
 §
COUNTY OF DENTON §

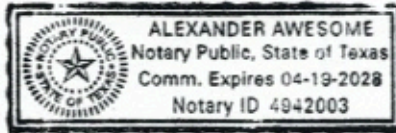
This instrument was acknowledged before me on April 2nd, 2024 by
HENRY RAHMANI

[Signature]
Notary Public

AFTER RECORDING, RETURN TO:

Alexander Awesome

City of Lewisville
Attn: Finance Department
151 W Church Street
Lewisville, TX 75057



**EXHIBIT A
PROPERTY**