

*REINVESTMENT ZONE NUMBER THREE,  
CITY OF LEWISVILLE, TEXAS  
2021 AMENDED AND RESTATED  
FINAL PROJECT AND FINANCE PLAN*

August 16, 2021



## 1. INTRODUCTION.

**1.1 The Zone.** The City of Lewisville, a home rule municipality (the "City") created a tax increment reinvestment zone on December 3, 2018 known as "*Reinvestment Zone Number Three, City of Lewisville, Texas*" (the "Zone") that included approximately 708 acres, as described on **Exhibit A**, and depicted on **Exhibit B**, attached hereto. The Zone is located within the extraterritorial jurisdiction of the City, and therefore has not been zoned. It is anticipated that if the property is annexed into the City, it will be zoned as Estate Townhouse, General Business, General Business 2, Local Commercial, Light Industrial, Multi-Family 3, and Townhouse 2. At the time of creation, the Property met the eligibility requirements of the Act. The Property at the time of creation had significant undeveloped areas, and due to its size, location, and physical characteristics, redevelopment would not occur solely through private investment in the foreseeable future and required economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City, Denton County, Texas (the "County"), and the region. This *2021 Reinvestment Zone Number Three, City of Lewisville, Texas Amended and Restated Final Project and Finance Plan* (the "Amended and Restated Plan") serves to facilitate additional public improvements and projects that will further develop the Property and take full advantage of the opportunity to bring to the City, the County, and the region additional quality development.

**1.2 Authority and Purpose.** The City has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the City Council determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

**1.3 Eligibility Requirements.** An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if at the time of creation, more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in

the City and in industrial districts created by the City. The City and the Zone complied with these requirements at the time of creation.

**1.4 Preliminary Plan; Hearing.** Before the City Council of the City (the “City Council”) adopted Ordinance No. 0087-18-ORD designating the Zone (the “Creation Ordinance”), the City Council prepared a preliminary project and finance plan in accordance with the Act, and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary project and finance plan, the purpose of which was to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone.

**1.5 Creation of the Zone.** Upon the closing of the above-referenced public hearing, the City Council adopted the Creation Ordinance in accordance with the Act, finding that (1) development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone was feasible, and (3) that improvements in the Zone would significantly enhance the value of all the taxable real property in the Zone and would be of general benefit to the City. Among other provisions required by the Act, the Creation Ordinance appointed the Board of Directors of the Zone (the “Board”). After annexation, the City shall contribute one hundred percent (100%) of its ad valorem tax increment attributable to new development in the Zone (the “City Tax Increment”) into a tax increment fund created by the City and segregated from all other funds of the City (the “TIRZ Fund”) for purposes of funding the public improvements benefiting the Zone.

**1.6 Council Action.**

**1.6.1** On December 12, 2018, the City and the County entered into an agreement regarding the County’s participation in the Zone (the “County Participation Agreement”). The County Participation Agreement is attached hereto as **Appendix I**, pursuant to which the County contributes eighty percent (80%) of its ad valorem tax increment attributable to new development in the Zone (the “County Tax Increment”) into the TIRZ Fund to pay such costs up to the limits set forth in the County Participation Agreement.

**1.6.2** On January 28, 2019, the City Council approved a final project and finance plan (the “Previous Plan”) for the Zone. The public works, public improvements, programs, and other projects financed by the Previous Plan facilitated the partial development of the Property.

**1.6.3** On January 28, 2019, the City, the Board (hereinafter defined) and Bright Realty, LLC (the “Developer”) entered into reimbursement agreement detailing the obligations of the Zone (the “Original Agreement”).

1.6.4 On August 16, 2021, the Original Agreement was amended and restated by the City Council, Board, and the Developer (the “Amended and Restated TIRZ Reimbursement Agreement”), attached hereto as **Appendix II**. The priorities and obligations of the Zone are set forth within the Amended and Restated TIRZ Reimbursement Agreement, including debt service obligations, economic development grants, and public improvements.

1.6.5 On August 16, 2021, the City Council, Board, and the Developer entered into an agreement regarding the Zone’s economic development program (the “Economic Development Agreement”). The Economic Development Agreement is for the public purposes of developing and diversifying the economy; eliminating unemployment; developing and expanding commerce; stimulating business and commerce within the City; and promoting development within the City.

1.7 Board Recommendations. The Board has reviewed, approved, and recommends to the City Council this Amended and Restated Plan. This Amended and Restated Plan reallocates the list of Project Costs (hereinafter defined) in order to provide economic development grants for economic development projects within the undeveloped and underdeveloped areas of the Zone, pursuant to the Economic Development Agreement. The total Project Costs estimated under the Previous Plan have not increased. The City Council will take into consideration the recommendations of the Board and will consider approval of this Amended and Restated Plan.

## **2. DESCRIPTIONS AND MAPS.**

2.1 Existing Uses and Conditions. The Property is currently located in the extraterritorial jurisdiction of the City and consists of the following land uses: single family, multi-family, retail, and office. It is anticipated that upon annexation into the City, the Property would be zoned Estate Townhouse, General Business, General Business 2, Local Commercial, Light Industrial, Multi-Family 3, and Townhouse 2. The Property is underdeveloped, and there is limited and aging public infrastructure to support future development. Development will require more public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on **Exhibit B**.

2.2 Proposed Uses. A map of the uses of the Property are shown on **Exhibit C**.

2.3 Legal Description. A legal description of the Property is provided on **Exhibit A**.

**3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS.** The Property is wholly located in the extraterritorial jurisdiction of the City and will be subject to the City's zoning regulation upon annexation. The City has exclusive jurisdiction over the subdivision and platting of the Property, and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure.

**4. RELOCATION OF DISPLACED PERSONS.** No persons were displaced or relocated due to the creation of the Zone or will be due to the implementation of this Amended and Restated Plan.

5. **ESTIMATED NON-PROJECT COSTS.** Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs includes private water, sewer, and paving improvements. Non-project costs are estimated at \$29 million.

6. **PROPOSED PUBLIC IMPROVEMENTS.**

6.1 Categories of Public Improvements. The Previous Plan determined specific projects and public improvements to be financed by the Zone. This Amended and Restated Plan amends and reallocates the estimated costs associated with the improvements, which include debt service payments, Public Improvements (defined hereafter), and economic development grants. Both the Previous Plan and this Amended and Restated Plan project cost categories are shown in detail on **Exhibit E**. This Amended and Restated Plan does not increase the total estimated costs provided in the Previous Plan. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

6.2 Locations of Public Improvements. The estimated locations of the proposed Public Improvements are shown on **Exhibit D**. These exact locations are provided for informational purposes only and may be revised from time to time without amending this Amended and Restated Plan.

7. **ESTIMATED PROJECT COSTS.** The Previous Plan estimated \$226 million in total project costs, which have been amended and reallocated between various cost categories, as shown on **Exhibit H**. The amended projects' total costs are approximately \$195 million, and include administrative costs, debt service, public improvements, and economic development projects (the "Project Costs"), as set forth on **Exhibit E**. The total Project Costs from the Previous Plan have not been increased, but rather decrease due to savings in refunding of debt.

7.1 Administrative Costs. The costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

7.2 Debt Service. The debt service means those Project Costs related to the obligations anticipated, issued, or to be issued by the City for the payment or reimbursement of water and wastewater improvements, road improvements, and drainage improvements within the Fresh Water Supply District 1-G and Fresh Water Supply District 1-H (the "Districts") prior to annexation of the Zone into the City; such debt to include refunding bonds to refund such obligations issued by the City subsequent to annexation (the "City District Debt"), as defined in

## Appendix II.

**7.3 Economic Development Projects.** The Economic Development Projects means those projects set forth in the Economic Development Agreement, that will provide for increased economic development within the Zone, as authorized by Section 311.010 of the Act.

**7.4 Public Improvements.** The public improvements, as depicted on **Exhibit D**, for the Zone are the actual, direct costs to be incurred for the construction of public infrastructure by the Developer within or benefitting the Zone, which include water improvements, sanitary sewer improvements, storm drainage, road improvements, paving, earthwork and, subject to an independent third-party appraisal, roadway acquisitions (the "Public Improvements").

**8. ESTIMATED TIME WHEN COSTS ARE TO BE INCURRED.** It is anticipated that Project Costs will be incurred annually. It is estimated that the remainder of the Project Costs will be incurred during the time intervals set forth on **Exhibit F**, based on data provided by the Developer.

**9. ECONOMIC FEASIBILITY.** For purposes of this Amended and Restated Plan, economic feasibility has been evaluated over the term of the Zone based on data provided by the Developer (the "Feasibility Study"), a copy of which is attached as **Exhibit G**. This evaluation focuses only on "direct" financial benefits (i.e., tax revenues from new development in the Zone) and does not take into consideration the "multiplier effect" that will result from new development that occurs outside the Zone. As illustrated below, during the term of the Zone, new development that occurs in the Zone (which likely would not have occurred but for the Zone) will generate approximately \$208 million in total new real property tax revenue over the term of the Zone. The taxing units that will participate under the Amended and Restated TIRZ Reimbursement Agreement, and County Participation Agreement and will benefit from new development in the Zone retaining approximately \$14 million as follows:

	Gross AV Revenue	TIRZ Contribution	Retained AV Revenue
<b>City</b>	\$ 137,596,270	\$ 137,596,270	\$ -
<b>County</b>	\$ 70,884,055	\$ 56,707,244	\$ 14,176,811
<b>Total</b>	<b>\$ 208,480,325</b>	<b>\$ 194,303,514</b>	<b>\$ 14,176,811</b>

The Feasibility Study was drafted based on projections provided by the Developer, and includes an annual property value inflation factor of 3%, with two years of no growth every decade to simulate an economic downturn.

Based on the foregoing, the feasibility of the Zone has been demonstrated. A portion of the new tax revenue generated for the County by new development within the Zone will be retained by the County. The remainder of the new tax revenue generated by new development within the Zone will be available to pay actual Project Costs until the term of the Zone expires or until the Zone is otherwise terminated as hereinafter provided. Upon expiration or termination of the

Zone, 100% of all tax revenue generated within the Zone will be retained by the respective taxing units.

During the term of the Zone, the City will deposit into the TIRZ Fund each year an amount that equals 100% of the City's property taxes levied and collected that constitute the City's Tax Increment for that year.

Additionally, pursuant to the Amended and Restated TIRZ Reimbursement Agreement, the City shall designate an annually appropriated amount of up to \$1,925,244 from lawfully available City funds into the TIRZ Fund (the "City Base Increment") until the City Maximum Contribution (defined hereafter) is reached.

Subject to the County Participation Agreement, during the term of the Zone, the County will deposit into the TIRZ Fund each year an amount that equals 80% of the County's real property taxes levied and collected that constitute the County Tax Increment for that year until the earlier of: (i) December 31, 2048; (ii) the date on which the Plan has been fully implemented and all Project Costs, tax increment bonds, interest on such tax increment bonds and all other obligations, contractual or otherwise payable from the Tax Increment Fund have been paid in full in an amount not to exceed Eighty-Eight Million, Six Hundred Eighty-Five Thousand, Nine Hundred Fifteen dollars (\$88,685,915); or (iii) December 31, 2023 if the Districts are not annexed into the City by such date. In no event shall the County be liable for payment of ad valorem tax collections on the captured appraised value of real property in the Zone after December 31, 2048.

10. **ESTIMATED BONDED INDEBTEDNESS.** No TIRZ bonds are anticipated to be issued by the City pursuant to the Act. However, it is anticipated that the Zone will fund all or a portion of the City District Debt, as shown on **Exhibit F**.

11. **TOTAL APPRAISED VALUE.** The original appraised value of taxable real property in the Zone is \$434,297,188. The current captured incremental value is \$308,986,885. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone will be \$2,179,217,502 in 2021 dollars.

12. **ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY.** The amount of the City Tax Increment for a year is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property which is the total taxable value of all real property taxable by the City in the Zone (the "Captured Appraised Value"), less the Tax Increment Base (hereinafter defined) of the Property. The Tax Increment Base of the Property is the total taxable value of all real property in the Zone for the year in which the Zone was designated (the "Tax Increment Base"). The Tax Increment Base of the Property is \$434,297,188, which amount was determined by the Denton County Appraisal District (the "Appraisal District") in which the Zone is located in accordance with Section 311.012(c) of the Act. The estimated Captured Appraised Value of the Zone during each year of its existence is set forth in the Feasibility Study and shall be verified by the Appraisal District. The actual Captured Appraised Value for each year



will be used to calculate annual payments by the City into the TIRZ Fund pursuant to this Amended and Restated Plan.

13. **ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE COUNTY.** The amount of the County Tax Increment for a year is the amount of property taxes levied and collected by the County for that year on the Captured Appraised Value, less the Tax Increment Base. The estimated Captured Appraised Value of the Zone during each year of its existence is set forth in the Feasibility Study and is verified by the Appraisal District. The actual Captured Appraised Value for each year will be used to calculate annual payments by the County into the TIRZ Fund pursuant to the County Participation Agreement.

14. **METHOD OF FINANCING.** The City will continue to pay (using the TIRZ Fund) the Project Costs and will fund, construct or cause to be funded or constructed, the Public Improvements. The City's approval of this Amended and Restated Plan shall obligate the City to pay from the TIRZ Fund all actual Project Costs, which shall be reviewed and approved by the City pursuant to the Amended and Restated TIRZ Reimbursement Agreement. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, or County, unless otherwise approved by their respective governing bodies, and the TIRZ Fund shall only be used to pay the Project Costs. The maximum contribution from the City into the City Reimbursement Account as defined in the Amended and Restated TIRZ Reimbursement Agreement shall be Fifty-Four Million dollars (\$54,000,000) (the "Maximum City Contribution"), pursuant to the Amended and Restated TIRZ Reimbursement Agreement. For the avoidance of doubt, City contributions into the TIRZ Fund for City District Debt payments do not apply towards the Maximum City Contribution.

Pursuant to the Amended and Restated TIRZ Reimbursement Agreement, the City Tax Increment, less Administrative Costs, shall be prioritized as follows:

- i. First, to the City for the payment of debt service on the outstanding City District Debt, pursuant to Section 2.4 of the Amended and Restated TIRZ Reimbursement Agreement;
- ii. Second, to the City, to reimburse the City for payments made by the City for City District Debt from any other City sources of revenue pursuant to Section 2.4 of the Amended and Restated TIRZ Reimbursement Agreement;
- iii. Third, to the City Reimbursement Account for the payment or reimbursement of Economic Development Projects, pursuant to Section 2.6 of the Amended and Restated TIRZ Reimbursement Agreement, or for the reimbursement of Public Improvements, pursuant to Section 2.5 of the Amended and Restated TIRZ Reimbursement Agreement;
- iv. Fourth, to the extent all Economic Development Payment Requests and Reimbursement Requests have been approved in an amount equal to the limit set forth in Section 2.1 of the Amended and Restated TIRZ Reimbursement Agreement, to the City to be used in accordance with the Act and this Amended and Restated Plan.



Pursuant to the County Participation Agreement, the County Tax Increment shall be used as follows:

- i. Project Costs incurred after the execution of the County Participation Agreement, up to the Maximum TIRZ Contribution (defined hereafter); or
- ii. Principal of and interest on any tax increment bonds or notes issued after the execution of the County Participation Agreement to finance Project Costs incurred after the execution of the County Participation Agreement that are properly chargeable under the Act and under generally accepted accounting principles to the administration of the Zone; or

No amounts paid by the County into the TIRZ Fund shall be used to pay for (i) any refinancing bonds, bonds, notes, or any other instruments of debt that are incurred for the purpose or that have the effect of paying for bonds issued, that is City District Debt, or (ii) Project Costs or developer reimbursement incurred before the execution of the County Participation Agreement.

Therefore, pursuant to Section 2.2(a) of the Amended and Restated TIRZ Reimbursement Agreement, the County Tax Increment shall be received annually from the County and shall be distributed to a specific reimbursement account (the “County Reimbursement Account”) for the reimbursement of Project Costs. Pursuant to the County Participation Agreement, the maximum amount of revenue that the County shall contribute into the TIRZ Fund when combined with the Maximum City Contribution shall be Eighty-Eight Million, Six Hundred Eighty-Five Thousand, Nine Hundred Fifteen dollars (\$88,685,915) (the “Maximum TIRZ Contribution”).

15. **DURATION OF THE ZONE; TERMINATION.** The term of the Zone commenced immediately upon passage by the City Council of the Creation Ordinance on December 9, 2018, and shall continue until the earlier of (i) all Project Costs have been fully funded; or (ii) the Maximum TIRZ Contribution is reached; or (iii) December 31, 2048. If upon expiration of the stated term of the Zone, the Project Costs have not been paid, the City and the County shall have no obligation to pay the shortfall. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

16. **ECONOMIC DEVELOPMENT PROGRAM.** The City Council and the Board have determined it to be necessary and convenient to the accomplishment of the objectives contained in and in the implementation of this Amended & Restated Plan to establish and provide for the administration of economic development programs that may be used to incentive retail development. The programs and grants authorized by this Section are authorized by Section 311.010(h) of the Act and by Article III, Section 52-a, Texas Constitution, as amended. Section 311.010(h) of the Act provides that the Board, subject to the approval of the City Council, may establish and provide for the administration of one or more programs as the Board determines is necessary or convenient to implement and achieve the purposes of this Amended & Restated Plan, which programs are for the public purposes of developing and diversifying the economy of

the Zone and developing business and commercial activity within the Zone. Such economic development programs may include, to the extent permitted by law, programs to make grants of any lawfully available money from the TIRZ Fund. Such programs are for activities that benefit the Zone and stimulate business and commercial activity in the Zone. This Section is intended to be an economic development program authorized by Section 311.010(h) and by Article III, Section 52-a of the Texas Constitution, as amended. Development of the Zone will further the public purpose of developing and diversifying the economy of the Zone. The City Council and the Board have determined, and it is recognized, that such development will not occur through private investment in the foreseeable future, nor will such development occur only through public participation in the cost of the Public Improvements. All grants that are part of the economic development programs described in this Section serve the public purpose of attracting new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the real property tax base for all taxing units within the Zone, and increased job opportunities for residents of the City, County, and the region, all of which benefit the Zone and the City.

17. **LIST OF EXHIBITS AND APPENDICES.** Unless otherwise stated, all references to "Exhibits" or "Appendices" contained in this Amended and Restated Plan shall mean and refer to the following exhibits and appendices, all of which are attached to and made a part of this Amended and Restated Plan for all purposes.

<b>Exhibit A</b>	Legal Description of the Zone
<b>Exhibit B</b>	Map of Zone and Property
<b>Exhibit C</b>	Proposed Uses of the Property
<b>Exhibit D</b>	Map of Public Improvements
<b>Exhibit E</b>	Project Costs
<b>Exhibit G</b>	Feasibility Study
<b>Exhibit F</b>	Estimated Time When Costs are to be Incurred
<b>Exhibit H</b>	Project Costs Reallocation
<b>Appendix I</b>	County Participation Agreement
<b>Appendix II</b>	Amended and Restated TIRZ Reimbursement Agreement
<b>Appendix III</b>	Economic Development Agreement

## **Exhibit A – Legal Description of the Zone**

### **METES AND BOUNDS DESCRIPTION DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1G DENTON COUNTY, TEXAS**

All that certain 307.251 acres of land, comprise of six tracts, more particularly described as follows: (All courses and distances in this description are quoted from the Amended District Information Form, Denton County Fresh Water Supply District No. 1-G, Exhibit B, recorded in Document Number 2016-33802 in the Public Records of Denton County, Texas (P.R.D.C.T.), this document was prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

#### **Tract 1G-1 • (18.824 Acres)**

BEING a tract of land situated in the B.B.B. & C.R.R. Survey, A-180, said tract being a part of those certain lands conveyed to Castle Hills Development Corporation recorded in Document Numbers 97-026044 and 97-26045 P.R.D.C.T. and being a portion of a 2628 acre tract known as Denton County Fresh Water Supply District No. 1 (DCFWS District No.1) as recorded in Volume 1191 Page 111 P.R.D.C.T., said Tract 1-G1 being more particularly described as follows:

BEGINNING at the southwest end of a corner clip at the intersection of the north line of Farm to Market Road No. 544 (F.M. 544), (a variable width right-of-way), with the west line of Farm to Market Road No. 2281 (FM 2281 Old Denton Rd), (a variable width right-of-way):

1. THENCE South 89° 13' 48" West, along the north line of said FM 544, for a distance of 525.67 feet to a point for the beginning of a circular curve to the right;
2. THENCE continuing along said north line with said circular curve to the right having a central angle of 10° 07' 39", a radius of 1372.40 feet, a tangent length of 121.61 feet, and a chord of North 85° 42' 23" West 242.27 feet, for an arc distance of 242.58 feet to a point at the south end of a corner clip at the intersecting of said north line with the east line of Sam Rayburn Tollway (a variable width right-of-way);
3. THENCE North 33° 14' 48" West, along said corner clip, for a distance of 127.88 feet to a point at the north end of said corner clip and on said east line;
4. THENCE North 14° 08' 25" East, along said east line, for a distance of 85.86 feet to a point for the beginning of a circular curve to the right;
5. THENCE along said east line with said circular curve to the right having a central angle of 29° 04' 54", a radius of 2531.48 feet, a tangent length of 656.61 feet, and a chord of North 28° 40' 51" East 1271.15 feet, for an arc distance of 1284.90 feet to a point at the west end of a clip at the Intersection of said east line with the west line of said FM 2281 Old Denton Rd;
6. THENCE South 84° 04' 31" East, along said clip, for a distance of 137.55 feet to a point for the beginning of a non-tangent circular curve to the right on the west line of said FM 2281 Old Denton Rd.;
7. THENCE along said west line with said circular curve to the right having a central angle of 29° 14' 33", a radius of 512.96 feet, a tangent length of 133.82 feet, and a chord of South 16° 33' 34" East 258.97 feet, for an arc distance of 261.80 feet to a point of tangency;
8. THENCE South 01° 56' 18" East, along said west line, for a distance of 1015.23 feet to a point at the northeast end of the corner clip at the intersection of the north line of said FM 544 with said west line;

9. THENCE South  $44^{\circ} 28' 42''$  West, along said corner clip, for a distance of 55.21 feet to the POINT OF BEGINNING and containing 18.824 acres or 819,955 square feet of land.

**Tract 1G-2 • (82.945 acres)**

BEING a tract of land situated In the B.B.B. & C.R.R. Survey Abstract No. 180 and the Harrison Young Survey Abstract No. 1448 Denton County, Texas; said tract being a part of those certain lands conveyed to Castle Hills Development Corporation as recorded in Denton County Documents CC #97-026044 and CC #97-026045; and being a portion of a 2628 acre tract known as Denton County Fresh Water Supply District No. 1 (DCFSD No.1) as recorded in Volume 1191 Page 111 Deed Records Denton County, Texas (DRDCT); said tract being more particularly described as follows:

BEGINNING at the northeast end of a corner clip at the intersection of the south line of Farm to Market Road No. 544 (FM 544) (a variable width right-of-way), with the east line of Midway Road (a variable width right-of-way) as recorded in Denton County Document CC #98-R0027535;

1. THENCE along said south line with a circular curve to the left having a central angle of  $21^{\circ} 51' 21''$ , a radius of 776.20 feet to a tangent length of 149.86 feet, and a chord of South  $65^{\circ} 28' 25''$  East 294.29 feet, for an arc distance 296.09 feet to a point of tangency;
2. THENCE South  $76^{\circ} 24' 05''$  East, continuing along said south line, for a distance of 578.13 feet to a point at the north end of a corner clip at the intersection of said south line with the west line of Sam Rayburn Tollway;
3. THENCE South  $33^{\circ} 08' 50''$  East, along said corner clip, for a distance of 116.57 feet to a point for the beginning of a circular curve to the left on said west line;
4. THENCE along said west line with said circular curve to the left having a central angle of  $10^{\circ} 58' 14''$ , a radius of 3633.68 feet, a tangent length of 348.94 feet, and a chord of South  $03^{\circ} 54' 18''$  West 694.68 feet, for an arc distance of 695.74 feet to a point of tangency;
5. THENCE South  $01^{\circ} 34' 49''$  East, continuing along said west line, for a distance of 561.45 feet to a point for the beginning of a circular curve to the left;
6. THENCE continuing along said west line with said circular curve to the left having a central angle of  $02^{\circ} 07' 24''$ , a radius of 11,474.16 feet, a tangent length of 212.62 feet, and a chord of South  $02^{\circ} 38' 31''$  East 425.17 feet, for an arc distance of 425.19 feet to a point of tangency;
7. South  $03^{\circ} 42' 12''$  East, continuing along said west line, for a distance of 439.23 feet to a point for the beginning of a circular curve to the right;
8. Continuing along said west line with said circular curve to the right having a central angle of  $32^{\circ} 03' 42''$ , a radius of 1622.02 feet, a tangent length of 466.05 feet, and a chord of South  $12^{\circ} 19' 39''$  West 895.86 feet, for an arc distance of 907.65 feet to a point of tangency;
9. THENCE South  $28^{\circ} 21' 29''$  West, continuing along said west line, for a distance of 267.21 feet to a point at the intersection of said west line with the south line of said Castle Hills Development tract, said south line being common with the south line of said DCFWSD No. 1;



10. THENCE South 89° 23' 00" West, departing said west line and along said common south lines, for a distance of 790.73 feet to a point at the most westerly southwest corner of said Castle Hills tract and said DCFWSD No. 1;
11. THENCE North 00° 37' 48" West, along the common west line of said Castle Hills tract and said DCFWSD No. 1, for a distance of 3202.73 feet to a point on the original centerline of said Midway Road West as abandoned;
12. THENCE South 75° 59' 13" East, departing said common west line and along said old centerline, for a distance or 5.17 feet to a point on the west line of a 5 ft. wide strip of land annexed to the City of Lewisville, said west line also being the west line of a tract conveyed to the City of Lewisville for fire station purposes;
13. THENCE South 00° 37' 48" East, along said west lines, for a distance of 25.67 feet to a point on the original south line of said Midway Road, said point being the southwest corner of said fire station tract;
14. THENCE North 89° 19' 22" East, along the south line of said fire station tract and along the original south line of said Midway Road, for a distance of 192.85 feet to a point;
15. THENCE North 00° 40' 38" West, departing said south lines, and along the east line of said fire station tract, for a distance of 168.27 feet to a point at the northeast corner of said fire station tract;
16. THENCE North 50° 50' 45" West, along a northeast line of said fire station tract, for a distance of 169.14 feet to a point on the current east line of said Midway Road;
17. THENCE North 50° 48' 49" East, along said east line, for a distance of 70.97 feet to a point;
18. THENCE North 43° 00' 53" East, continuing along said east line, for a distance of 91.21 feet to a point;
19. THENCE North 39° 21' 52" East, continuing along said east line, for a distance of 28.13 feet to a point at the southwest end of said corner clip at the intersection of said east line with the south line of said FM 544;
20. THENCE North 80° 43' 16" East, along said corner clip, for a distance of 34.95 feet to the POINT OF BEGINNING and containing 83.415 acres or 3,633,564 square feet of land.

**SAVE and EXCEPT:**

5-foot strip of land to City of Lewisville containing 0.470 acres of land being a portion of Tract 96C (called 3.53 acres) leaving a total area for Tract 1G-2 of 82.945 acres of land.

**Tract 1G-3 • (32.099 acres)**

BEING a tract of land situated in the B.B.B. & C.R.R. Survey Abstract No. 180 and the J. R. McWhorer Survey Abstract No. 1690 Denton County, Texas; said tract being a part of those certain lands conveyed to Castle Hills Development Corporation as recorded in Denton County Documents CC #97 -026044 and CC #97 -026045; and being a portion of a 2628 acre tract known as Denton County Fresh Water Supply District No. 1 (DCFWS No.1) as recorded in Volume 1191 Page 111 Deed Records Denton County, Texas (DRDCT); said tract being more particularly described as follows:

BEGINNING at the intersection of the north line of Farm To Market Road No. 544 (FM 544) (a 120 ft. right-of-way), with the south line of Sam Rayburn Tollway (a variable width right-of-way);

1. THENCE North 81° 08' 16" East, along the south line of said SH 121, for a distance of 131.66 feet to a point for the beginning of a circular curve to the left;
2. THENCE continuing along said south line with said circular curve to the left having a central angle of 15° 30' 18", a radius of 5789.48 feet, a tangent length of 788.16 feet, and a chord of North 73° 23' 07" East 1561.92 feet, for an arc distance of 1566.70 feet to a point at a clip at the intersection of said south line with the west line of State Highway No. 121 By-Pass;
3. THENCE South 54° 36' 58" East, along said clip, for a distance of 188.00 feet to a point for the beginning of a non-tangent circular curve to the left on said west line;
4. THENCE along said west line with said circular curve to the left having a central angle of 16° 29' 22", a radius of 3633.68 feet, a tangent length of 526.51 feet, and a chord of South 27° 41' 04" West 1042.14 feet, for an arc distance of 1045.75 feet to a point;
5. THENCE South 22° 35' 24" West, continuing along said west line, for a distance of 151.81 feet to a point for the beginning of a non-tangent circular curve to the left;
6. THENCE continuing along said west line with said circular curve to the left having a central angle of 03° 09' 57", a radius of 3645.18 feet, a tangent length of 100.73 feet, and a chord of South 15° 28' 25" West 201.39 feet, for an arc distance of 201.42 feet to a point at the northeast end of a corner clip at the Intersection of said west line with the north line of said FM 544;
7. THENCE South 58° 42' 51" West, along said corner clip, for a distance of 120.96 feet to a point at the southwest end of said corner clip and on said north line;
8. THENCE North 76° 24' 05" West, along said north line, for a distance of 556.08 feet to a point for the beginning of a circular curve to the right;
9. THENCE continuing along said north line with said circular curve to the right having a central angle of 67° 32' 18", a radius of 656.20 feet, a tangent length of 438.77 feet, and a chord of North 42° 37' 56" West 729.49 feet, for an arc distance of 773.50 feet to a point of tangency;
10. THENCE North 08° 51' 46" West, continuing along said north line, for a distance of 297.99 feet to the POINT OF BEGINNING and containing 32.099 acres or 1,398,213 square feet of land.

**Tract 1G-4 • (38.869 acres)**

BEING a tract of land situated in the 8.8.8. & C.R.R. Surety Abstract No. 180, S. M. Haydon Survey Abstract No. 537, and the J. R. McWhorter Survey Abstract No. 1690 Denton County, Texas; said tract being a part of those certain lands conveyed to Castle Hills Development Corporation as recorded in Denton County Documents CC #97-026044 and CC #97-026045; and being a portion of a 2628 acres tract known as Denton County Fresh Water Supply District No. 1 (DCFWS No.1) as recorded in Volume 1191 Page 111 Deed Records Denton County, Texas (DRDCT); said tract being more particularly described as follows:

BEGINNING at the south end of a corner clip at the Intersection of the south line of Farm To Market Road No. 544 (FM 544) (a 120 ft. right-of-way), with the north line of Midway Road West (a variable width right-of-way) as recorded in Denton County Document CC #98-R0027535:

1. THENCE South 39° 21' 25" West, along said north line, for a distance of 28.33 feet to a point;
2. THENCE South 43° 00' 53" West, continuing along said north line, for a distance of 83.59 feet to a point;
3. THENCE South 50° 48' 49" West, continuing along said north line, for a distance of 95.56 feet to a point;
4. THENCE South 59° 08' 03" West, continuing along said north line, for a distance of 95.56 feet to a point;
5. THENCE South 67° 27' 17" West, continuing along said north line, for a distance of 95.56 feet to a point;
6. THENCE South 74° 06' 39" West, continuing along said north line, for a distance of 57.37 feet to a point for the beginning of a circular curve to the right;
7. THENCE continuing along said north line with said circular curve to the right having a central angle of 10° 41' 58", a radius of 658.61 feet, a tangent length of 61.67 feet, and a chord of South 81° 57' 24" West 122.81 feet, for an arc distance of 122.99 feet to a point;
8. THENCE South 02° 41' 38" East, departing said north line, for a distance of 34.45 feet (called 30.45 feet) to a point for the beginning of a non-tangent circular curve to the left on the original centerline of Midway Road, said centerline being common with the south line of said Castle Hills Development tract and the south line of said DCFWSD No. 1;
9. THENCE along said centerline and said common lines, with said circular curve to the left having a central angle of 07° 39' 43", a radius of 450.00 feet, a tangent length of 30.13 feet, and a chord of North 86° 52' 27" West 60.13 feet, for an arc distance of 60.18 feet to a point of tangency;
10. THENCE South 89° 17' 41" West, continuing along said centerline and said common lines, for a distance of 1433.10 feet to a point at the most westerly southwest corner of said Castle Hills Development tract and said DCFWSD No. 1;
11. THENCE North 02° 23' 24" East, departing said centerline, and along the most westerly lines of said Castle Hills tract and said DCFWSD No. 1, for a distance of 825.37 feet to a point on the south line of Sam Rayburn Tollway (a variable width right-of-way), said south line being common with the original north line of said DCFWSD No. 1;
12. THENCE North 81° 08' 16" East, departing said west lines, and along said common line, for a distance of 1691.44 feet to a point at the intersection of said common lines with the south line of said FM 544;
13. THENCE South 08° 51' 48" East, along said south line, for a distance of 297.99 feet to a point for the beginning of a circular curve to the left;
14. THENCE continuing along said south line with said circular curve to the left having a central angle of 37° 50' 23", a radius of 776.20 feet, a tangent length of 266.05 feet, and a chord of South 27° 46' 59" East 503.36 feet, for an arc distance of 512.62 feet to a point at the north end of said corner clip at the intersection of said south line with the north line of said Midway Road West;
15. THENCE South 02° 11' 17" East, along said corner clip, for a distance of 34.78 feet to the POINT OF BEGINNING and containing 38.869 acres or 1,693,120 square feet of land.



**Tract 1G-5 • (48.647 acres)**

BEING 48.790 acres of land situated in the T. Wilson Survey Abstract No. 1352 and the R. P. Hardin Surey Abstract No. 613 Denton Count, Texas; said tract being a part of those certain lands conveyed to H.R. Bright as evidenced by deeds recorded in Volume 549, Page 45 of the Deed Records of Denton County, Texas; and being a portion of a 2628 acre tract know

Denton County Fresh Water Supply District Denton County, Texas (DRDCT); said total tract of land being more particularly described in four tracts as follows:

BEGINNING at the east end of a corner clip at the intersection of the south line of Sam Rayburn Tollway with the west line of Josey Lane (a 120 ft right-of-way);

1. THENCE South 29° 07' 41" East along the westerly right-of-way of Josey Lane for a distance of 705.80 feet to the beginning of a circular curve to the right;
2. THENCE continuing along said westerly line with said circular curve to the right having a central angle of 08° 56' 40", a radius of 5669.56 feet, a tangent length of 443.44 feet, and a chord of 884.19 feet, for an arc distance of 885.09 feet to a point for corner;
3. THENCE South 13° 54' 27" East continuing along said westerly line for a distance of 99.36 feet to a point for corner;
4. THENCE South 18° 26' 18" East continuing along said westerly line for a distance of 8.87 feet to a point for corner in the north line of that tract of land conveyed to F. O. Lord as evidenced by deed recorded in Volume 239, Page 260 DRDCT;
5. THENCE South 89° 32' 10" West along said north line for a distance of 1749.99 feet to a point for corner at the east end of a triangular tract of land conveyed to H. R. Bright as the Sixth Tract in deed recorded in Volume 549, Page 45 DRDCT;
6. THENCE South 48° 01' 30" West along said Sixth Tract for a distance of 100.62 feet to a point for corner;
7. THENCE South 88° 35' 42" West for a distance of 20.00 feet to a point for corner in the center of old Crider Road;
8. THENCE North 01° 24' 18" West, along the center of old Crider Road, for a distance of 1146.16 feet to a point for corner on the south line of Sam Rayburn Tollway;
9. THENCE North 63° 04' 41" East, along said south line, for 22.16 feet to a point for corner, and continuing along said south line as follows:
10. THENCE North 63° 26' 10" East for a distance of 144.29 feet to a point for corner;
11. THENCE North 66° 18' 49" East for a distance of 480.18 feet to a point for corner;
12. THENCE North 60° 47' 30" East for a distance of 149.82 feet to a point for corner;
13. North 65° 21' 47" East for a distance of 150.48 feet to a point for corner;

14. THENCE North 60°52' 20" East for a distance of 178.37 feet to a point for corner at the west end of said corner clip at Josey Lane;
15. THENCE South 76° 36' 26" East, along said corner clip, for a distance of 125.22 feet to the POINT OF BEGINNING and containing 48.790 acres of land.

**SAVE and EXCEPT:**

5 foot strip of land to City of Lewisville containing 0.143 acres of land being a portion of Tract 96C (called 3.53 acres) leaving a total area for Tract 1G-5 48.647 acres of land.

**Tract 1G-6 • (85.867 acres)**

BEING 86.412 acres of land situated In the David Cook Survey Abstract No. 234, the J.B. Shipp Survey Abstract No. 1227, and the T. Wilson Survey Abstract No. 1352, Denton County, Texas; said land being a part of those certain lands conveyed to Robert B. Payne, Trustee as recorded in Volume 1385 Page 110 of the Deed Records of Denton County, Texas (DRDCT); and being a portion of a 2628 acre tract known as Denton County Fresh Water Supply District No. 1 (DCFWS No.1) as recorded in Volume 1191 Page 111 Deed Records Denton County, Texas (DRDCT); said total tract of land being more particularly described in four tracts as follows:

COMMENCING at the south end of a corner clip at the intersection of the south line of Sam Rayburn Tollway, with the east line or Josey Lane, a 120 foot wide right-of-way; Thence South 29° 07' 41" East, along the east line of said Josey Lane, for a distance of 705.96 to a point for the beginning of a circular curve to the right; Thence continuing along said east line with said circular curve to the right having a central angle of 05° 24' 38", a radius of 5789.58 feet, a tangent length of 273.56 feet, and a chord of 546.51 feet, for an arc distance of 546.71 feet to the POINT OF BEGINNING to the intersection of the projected future centerline of Windhaven Parkway with said east line;

1. THENCE North 60° 50' 28" East, departing said east line, and along said projected centerline, for a distance of 1546.72 ft. to a point for corner at the intersection of said projected centerline with the future north line of said Windhaven Parkway, and for the beginning of a circular curve to the right;
2. THENCE along said future north line with said circular curve to the right having a central angle of 20° 23' 51", a radius of 860.00 feet, a tangent length of 154.72 feet, and a chord of 304.55 feet, for an arc distance of 306.16 feet to a point for corner;
3. THENCE North 29° 12' 30" West, departing said future north line, for a distance of 160.16 feet to a point for corner;
4. THENCE North 60° 50' 28" East, for a distance of 1639.49 feet to a point for corner on the west line of a tract conveyed to M. E. Title as recorded in Volume 296 Page 263 DRDCT;
5. THENCE South 00° 31' 25" East along the west line of the Title tract and the west line of that tract conveyed to M.E. Title as evidenced by deed recorded in Volume 326, Page 71 DRDCT for 1314.81 feet to a point at the most northerly corner of that tract of land conveyed to M.E. Tittle by deed recorded in Volume 555, Page 181 DRDCT;
6. THENCE South 02° 14' 35" West, continuing along the west line of said Tittle tract, for a distance of 361.50 feet to a point, and continuing along said west line as follows;

7. THENCE South  $13^{\circ} 07' 35''$  West for a distance of 128.50 feet to a point;
8. THENCE South  $28^{\circ} 31' 35''$  West for a distance of 100.20 feet to a point;
9. THENCE South  $41^{\circ} 45' 59''$  West for a distance of 86.89 feet to a point;
10. THENCE South  $41^{\circ} 07' 05''$  West for a distance of 31.71 feet to a point;
11. THENCE South  $58^{\circ} 37' 35''$  West for a distance of 151.60 feet to a point;
12. THENCE South  $64^{\circ} 20' 35''$  West for a distance of 147.10 feet to a point for the southwest corner of the Tittle tract in the north line of the Tittle tract recorded in Volume 326, Page 71;
13. THENCE North  $89^{\circ} 40' 47''$  West along said north line with the general line of a fence for a distance of 860.51 feet to a point at the northwest corner of the last-mentioned Tittle tract in the east line of the F.O. Lord property;
14. THENCE North  $00^{\circ} 22' 52''$  West continuing with the general line of a fence rod a distance of 15.00 feet to a point;
15. THENCE South  $88^{\circ} 14' 49''$  West continuing with the general line of a fence for a distance of 712.45 feet to a point;
16. THENCE South  $00^{\circ} 20' 02''$  East continuing with the general line of a fence for a distance of 25.70 feet to a point;
17. THENCE South  $89^{\circ} 32' 10''$  West, along the nor line of that tract of land conveyed to F. O. Lord as evidenced by deed recorded in Volume 239, Page 260 DRDCT. a distance of 809.69 feet to a point on the east line of said Josey Lane;
18. THENCE North  $24^{\circ} 23' 13''$  West, along said east line. for a distance of 262.99 feet to a point for the beginning of a no tangent circular curve to the left;
19. THENCE continuing along said east line with said circular curve to the left having a central angle of  $02^{\circ} 32' 02''$ , a radius of 5789.58 feet, a tangent length of 128.05 feet, and a chord of 256.03 feet, for an arc distance of 256.05 feet to the POINT OF BEGINNING and containing 86.412 acres of land.

**SAVE and EXCEPT:**

5 foot strip of land to City of Lewisville containing 0.545 acres of land being a portion of Tract 96C (called 3.53 acres) leaving a total area for Tract 1G-6 of 85.867 acres of land.

**METES AND BOUNDS DESCRIPTION  
DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1H  
DENTON COUNTY, TEXAS**

All that certain 387.164 acres of land, comprise of three tracts, more particularly described as follows: (All courses and distances in this description are quoted from the Amended District Information Form, Denton County Fresh Water Supply District No. 1-H, Exhibit B, recorded in Document Number 2016-681 in the Public Records of Denton County, Texas (P.R.D.C.T.), this document was prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**TRACT 1H-1 (360.450 Acres)**

BEING a tract of land situated in the Amos Singleton Survey Abstract No. 1138 and the B. Schooner Survey Abstract No 1209, Denton County Texas, said tract being a part of those certain lands conveyed to Castle Hills Development Corporation as recorded in Denton County Documents CC #97-026044 and CC #97-026045; and being a portion of a 2628 acre tract know as Denton County Fresh Water Supply District No. 1, (DCFWS District No.1) as recorded in Volume 1191, Page 111, Deed Records Denton County Texas (DRDCT); said tract being more particularly described as follows;

BEGINNING at a point in the Southerly right-of-way line of Sam Rayburn Tollway State Highway 121;

1. THENCE South 01° 24' 18" East, departing said southerly line, a distance of 1155.70 feet to a point;
2. THENCE South 88° 35' 42" West, for a distance of 20.00 feet to a point in Crider Road;
3. THENCE along the center of Old Crider Road the following:
4. South 01° 24' 18" East for a distance of 81.49 feet to a point;
5. South 02° 40' 20" East for a distance of 2028.40 feet to a point for the beginning of a circular curve to the right;
6. With said circular curve to the right having a central angle of 31° 53' 37", a radius of 600.00 feet, a tangent of 171.45 feet, and a chord of South 13° 18' 29" West 329.69 feet, for an arc distance of 333.99 feet to a point of reverse curvature of a circular curve to the left;
7. With said circular curve to the left having a central angle of 29° 54' 54", a radius of 600.00 feet, a tangent length of 160.29 feet, and a chord of South 14° 15' 50" West 309.72 feet, for an arc distance of 313.27 feet to a point;
8. South 00° 41' 38" East for a distance of 2583.51 feet to a point in the northerly right of way of FM544, a 120 foot wide right-of-way;
9. THENCE North 60° 08' 20" Wests along said northerly right of way for a distance of 723.11 feet to a point for the beginning of a circular curve to the left;
10. THENCE continuing along said northerly line with said circular curve to the left having a central angle of 39° 00' 00", a radius of 632.96 feet, a tangent length of 224.14 feet, and a chord of North 79° 38' 20" West 422.57 feet, for an arc distance of 430.84 feet to a point;
11. THENCE South 80° 51' 40" West continuing along the said northerly line for a distance of 540.50 feet to a point for the beginning of a circular curve to the right;



12. THENCE continuing along said northerly line with said circular curve to the right having a central angle of  $06^{\circ} 35' 00''$ , a radius of 1085.92 feet, a tangent length of 62.46 feet, and a chord of South  $84^{\circ} 09' 10''$  West 124.70 feet for an arc distance of 124.77 feet to a point;
13. THENCE South  $87^{\circ} 26' 40''$  West continuing along said northerly line for a distance of 287.18 feet to point;
14. THENCE South  $86^{\circ} 54' 40''$  West continuing along said northerly line for a distance of 87.98 feet to point;
15. THENCE South  $81^{\circ} 12' 02''$  West continuing along said northerly line for a distance of 201.00 feet to point;
16. THENCE South  $86^{\circ} 54' 40''$  West continuing along said northerly line for a distance of 1302.85 feet to point;
17. THENCE South  $86^{\circ} 28' 40''$  West continuing along said northerly line for a distance of 396.27 feet to point on the westerly line of a 150 foot T.P. & L. easement;
18. THENCE North  $24^{\circ} 04' 13''$  East, along said westerly line, a distance of 913.99 feet to a point in the southerly line of Gulf, Colorado, and Santa Fe Railroad;
19. THENCE North  $63^{\circ} 14' 28''$  West, along said southerly line, a distance of 215.84 feet to point
20. THENCE North  $24^{\circ} 04' 13''$  East along the northwesterly line of the Texas Utilities Electric Company as evidenced by deed recorded in Denton County CC#95-R0092775; a distance of 150.17 feet passing a one-half inch iron rod found at its most westerly corner in the northerly line of said Railroad in all a distance of 1500.32 feet to a point at the most northerly corner of the Texas Utilities Tract;
21. THENCE South  $65^{\circ} 55' 45''$  East along the northerly line of the Texas Utilities Tract, a distance of 215.60 feet to a point on the westerly line of a 150 foot T. P. & L. easement;
22. THENCE North  $24^{\circ} 04' 13''$  East, along said westerly line, a distance of 3459.70 feet to a point in the southerly right-of-way line of Sam Rayburn Tollway;
23. THENCE along the southerly right-of-way of Sam Rayburn Tollway the following:
24. North  $57^{\circ} 34' 50''$  East a distance of 248.34 feet to a point;
25. North  $60^{\circ} 47' 30''$  East a distance of 1531.92 feet to a point;
26. North  $63^{\circ} 04' 41''$  East a distance of 44.32 feet to a point the POINT OF BEGINNING and containing 360.358 acres of land, SAVE AND EXCEPT two 5 foot strips of land to the City of Lewisville containing 0.698 acres of land, being a portion of Tract 96C (called 3.53 acres) leaving a net area of 359.660 acres of land.

#### TRACT 1H-2 (0.239 Acre)

BEING a tract of land situated in the Amos Singleton Survey Abstract No. 1138 and the Haynes and Bullion Survey Abstract No. 321, Denton County, Texas, said tract being a part of those certain lands conveyed to Castle Hills Development Corporation as recorded in Denton County Documents CC#97-026044 and CC#97-026045; and being a portion of a 2628 acre tract known as Denton County Fresh Water District No. 1 (DCFWD No.1) as recorded in Volume 1191, Page 111, Deed Records Denton County, Texas (DRDCT); said tract being more particularly described as follows:

22. THENCE North 55° 10' 18" East, for a distance of 63.58 feet to a point for corner;
23. THENCE North 11° 28' 56" East for a distance of 27.66 feet to a point in the south line of said F.M. 544 for corner and for the beginning of a circular curve to the right;
24. THENCE along said south line of said circular curve to the right having a central angle of 08° 17' 25", a radius of 612.96 feet, a tangent length of 44.43 feet, and a chord of North 74° 08' 14" West 88.61 feet, for an arc distance of 88.69 feet to a point for corner;
25. THENCE South 89° 11' 40" West, continuing along said south line, for a distance of 51.19 feet to a point for corner and for the beginning of a non-tangent circular curve to the right;
26. THENCE continuing along said south line with said circular curve to the right having a central angle of 05° 31' 05", a radius of 632.96 feet, a tangent length of 30.50 feet, and a chord of North 62° 53' 52" West 60.93 feet, for an arc distance of 60.96 feet to a point for corner;
27. THENCE North 60° 08' 20" West, continuing along said south line, for a distance of 659.59 feet to a point for corner;
28. THENCE North 29° 51' 40" East, departing said south line and crossing said F.M. 544, for a distance of 120.00 feet to a point for corner on the north line of said F.M. 544;
29. THENCE South 60° 08' 20" West, along said north line, for a distance of 5.00 feet to the POINT OF BEGINNING and containing 0.241 acres of land SAVE AND EXCEPT area within a 5 foot strip of land to the City of Lewisville containing 0.002 acres of land being a portion of Tract 96C (called 3.53 acres) leaving a total area of Tract 1H-2 of 0.239 acres of land.

**TRACT 1H-3 (26.475 Acres)**

BEING a tract of land situated in the R.P. Hardin Survey Abstract No 613, B. Schoonover Survey Abstract No. 1209, and the T. Wilson Survey Abstract No 1352, Town of Hebron, Denton County, Texas; part of said tract being all of that tract called 23.820 acres as described in deed to Castle Hills Property Company from Kg Legacy Capital Investments LLC, as recorded in County Clerks Document No 2007-47966 Deed Records Denton County, Texas (DRDCT); also being parts of tracts conveyed to Castle Hills Property Company as recorded in County Clerks Document No 2008-153340 DRDCT; also being a portion of Crider Road (an abandoned road); said tract being more particularly described as follows:

BEGINNING at a TxDOT aluminum marker found for corner at the intersection of the west line of Josey Lane (a variable width right-of-way), with the north line of said 23.820 acre tract, said north line also being in the north line of said R.P. Hardin Survey;

1. THENCE South 18° 35' 05" East, along the west line of said Josey Lane, for a distance of 104.23 feet to a 1/2" iron rod with yellow cap marked "DAA" found for corner;
2. THENCE South 88° 42' 05" West, departing said west line, for a distance of 244.36 feet to a 1/2" iron rod with yellow cap marked "DAA" found for corner;
3. THENCE South 14° 06' 23" East, for a distance of 158.94 feet to a 1/2" iron rod with yellow cap marked "DAA" found for corner on the south line of a 70 foot wide easement to Texas Utilities Electric Company as recorded in Volume 3241, Page 126, DRDCT;

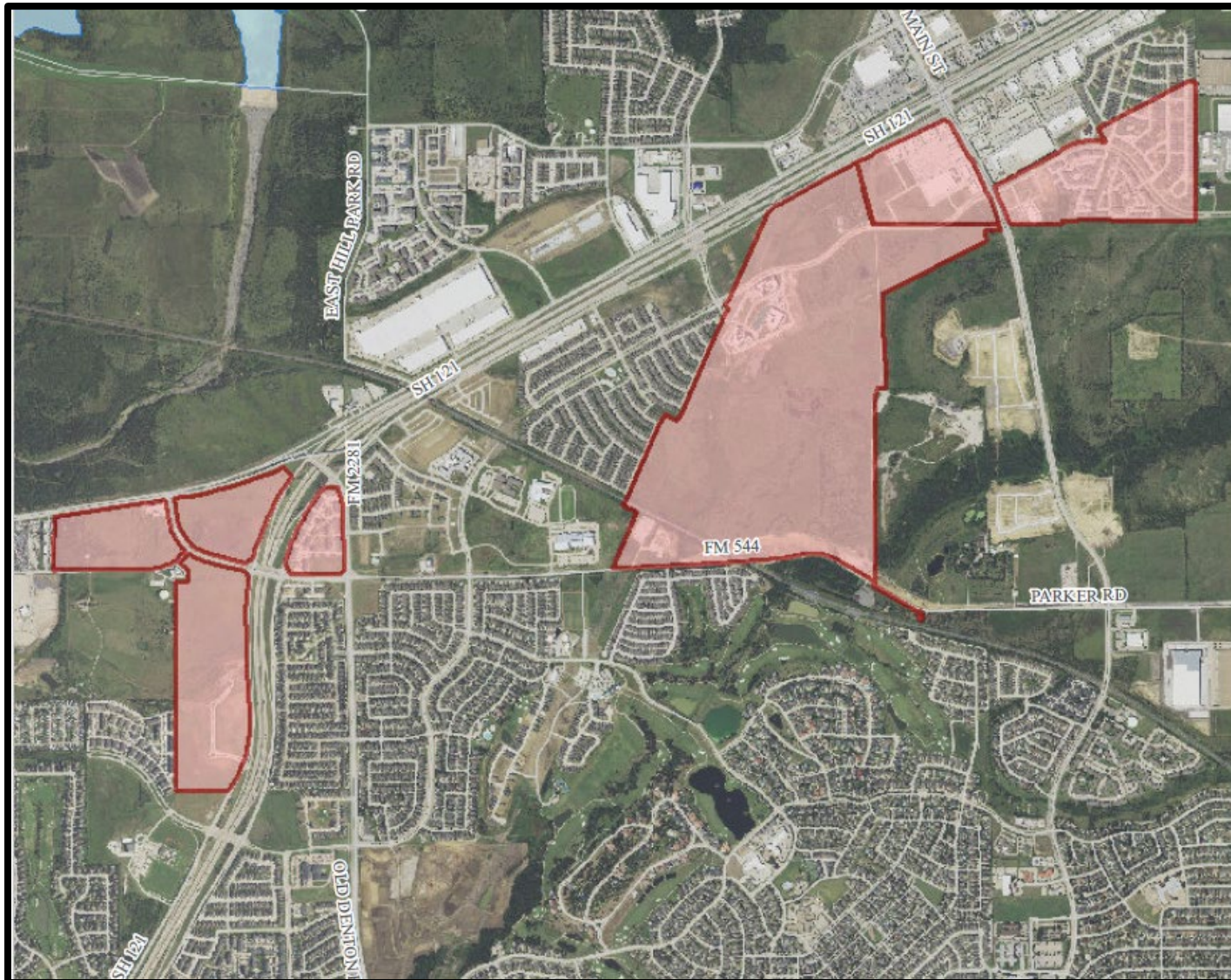
BEGINNING at a point in the north line of said F.M. 544, said point being the intersection of the east line of said DCFWSD No. 1 with said north line;

1. THENCE South  $29^{\circ} 51' 40''$  West, departing said north line and crossing F.M. 544, for a distance of 115.00 feet to a point for corner on a line 5 feet north of and parallel to the south line of said F.M. 544;
2. THENCE South  $60^{\circ} 08' 20''$  East, with said Parallel line, for a distance of 654.59 feet and for the beginning of a circular curve to the left;
3. THENCE continuing along said parallel line with said curve to the left having a central angle of  $05^{\circ} 24' 59''$ , a radius of 627.96 feet, a tangent length of 29.70 feet, and a chord of South  $62^{\circ} 50' 49''$  East 59.34 feet, for an arc distance of 59.36 feet to a point for corner;
4. THENCE North  $89^{\circ} 11' 40''$  East, continuing along said parallel line, for a distance of 50.99 feet to a point for corner and for the beginning of a non-tangent circular curve to the left;
5. THENCE continuing along said parallel line with said circular curve to the left having a central angle of  $08^{\circ} 50' 45''$ , a radius of 607.96 feet, a tangent length of 74.02 feet, and a chord of South  $74^{\circ} 19' 43''$  East 93.77 feet, for an arc distance of 93.86 feet to a point for corner;
6. THENCE South  $11^{\circ} 28' 56''$  West, departing said parallel line, passing at 5.00 feet the south line of said F.M. 544, for a total distance of 32.43 feet to a point for corner;
7. THENCE South  $34^{\circ} 49' 42''$  East, for a distance of 24.24 feet to a point for corner;
8. THENCE North  $55^{\circ} 10' 18''$  East, for a distance of 1.20 feet to a point for corner;
9. THENCE South  $34^{\circ} 49' 42''$  East, for a distance of 20.00 feet to a point for corner;
10. THENCE South  $55^{\circ} 10' 18''$  West, for a distance of 1.20 feet to a point for corner;
11. THENCE South  $34^{\circ} 49' 42''$  East, for a distance of 15.00 feet to a point for corner;
12. THENCE South  $55^{\circ} 10' 18''$  West, for a distance of 23.40 feet to a point for corner;
13. THENCE South  $34^{\circ} 49' 42''$  East for a distance of 22.70 feet to a point for corner;
14. THENCE South  $55^{\circ} 10' 18''$  West, for a distance of 34.00 feet to a point for corner;
15. THENCE North  $34^{\circ} 49' 42''$  West, for a distance of 22.70 feet to a point for corner;
16. THENCE South  $55^{\circ} 10' 18''$  West, for a distance of 9.70 feet to a point for corner;
17. THENCE North  $34^{\circ} 49' 42''$  West, for a distance of 2.00 feet to a point for corner;
18. THENCE South  $55^{\circ} 10' 18''$  West, for a distance of 10.60 feet to a point for corner;
19. THENCE North  $34^{\circ} 49' 42''$  West, for a distance of 42.90 feet to a point for corner;
20. THENCE North  $55^{\circ} 10' 18''$  East, for a distance of 10.50 feet to a point for corner;
21. THENCE North  $34^{\circ} 49' 42''$  West, for a distance of 17.80 feet to a point for corner;



4. THENCE South 63° 05' 05" West, along the south line of said 70 foot easement, at 1751.99 feet, passing a 1/2" iron rod with yellow plastic cap marked "DAA" found at the southwest corner of said 23.820 acre tract, and continuing for a total distance of 1831.19 feet to a point for corner on the centerline of said old Crider Road, and on the east line of said Castle Hills Property Company tract;
5. THENCE North 02° 40' 20" West, continuing along said east line, for a distance of 946.84 feet to a point for corner;
6. THENCE North 01° 24' 18" West, continuing along said centerline and said east line, for a distance of 81.49 feet to a point for corner;
7. THENCE North 88° 35' 42" East – departing along said centerline and said east line, and crossing said old Crider Road, for a distance of 20.00 feet, to a point for corner 20 feet east of the centerline of said old Crider Road;
8. THENCE North 48° 01' 30" East, continuing along a southeast line of said Castle Hills Property Company tract, for a distance of 100.62 feet to a 1/2" iron rod found for corner;
9. THENCE North 89° 32' 10" East, along a south line of said Castle Hills Property Company tract, for a distance of 1749.99 feet to a point for corner on the west line of said Josey Lane;
10. THENCE South 16° 48' 45" East, along said west line, for a distance of 22.78 feet to the POINT OF BEGINNING and continuing 26.744 acres of land, SAVE AND EXCEPT area within a 5 foot strip of land to City of Lewisville containing 0.269 acres of land being a portion of Tract 96 (called 3.53 acres), leaving a total area for Tract 1H-3 of 26.475 acres of land.

**Exhibit B – Map of Zone and Property**



### Exhibit C – Proposed Uses of the Property

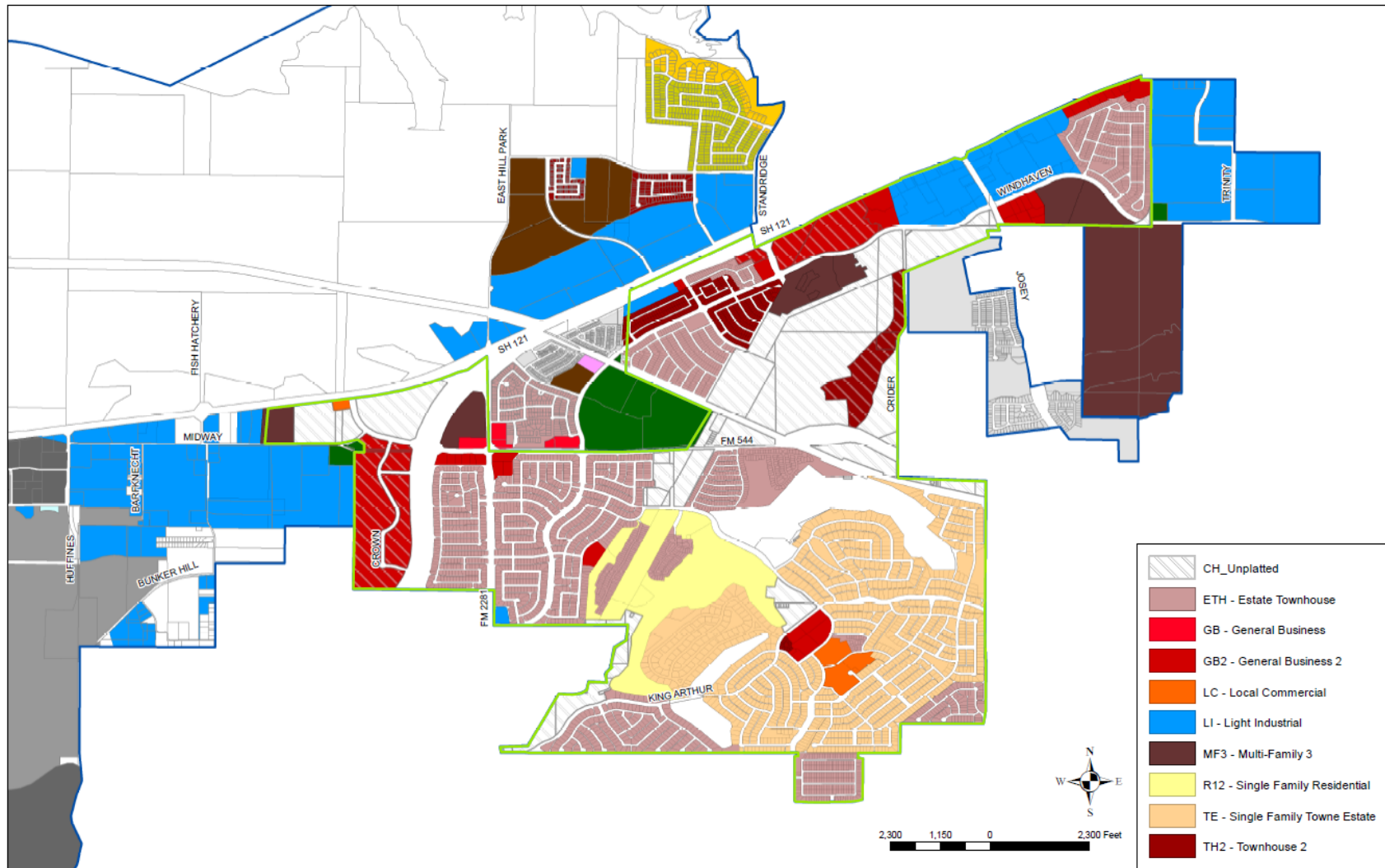
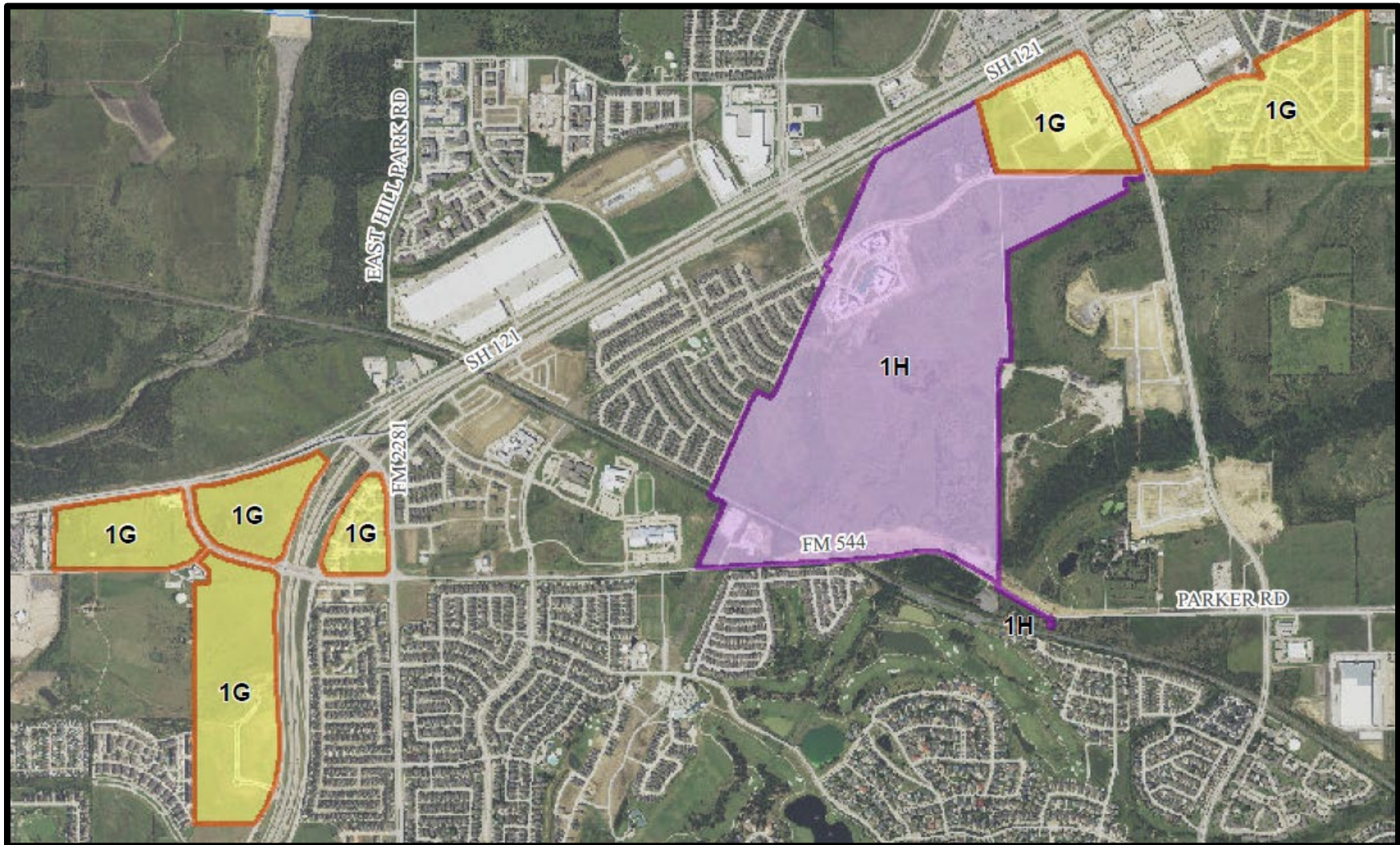




Exhibit D – Map of Public Improvements



## Exhibit E – Estimated Project Costs

### Amended and Restated Project Costs

Reinvestment Zone Number Three, City of Lewisville, Texas Amended and Restated Project Costs			
Location	Public Improvements	Cost <sup>2</sup>	
District 1-G	Water	\$	3,609,311
District 1-G	Sewer	\$	2,831,156
District 1-G	Storm Drainage	\$	6,291,961
District 1-G	Road <sup>3</sup>	\$	16,643,148
District 1-H	Water	\$	5,465,247
District 1-H	Sewer	\$	4,447,284
District 1-H	Storm Drainage	\$	11,145,899
District 1-H	Road <sup>3</sup>	\$	28,364,505
Public Improvements Subtotal		\$	78,798,512
Economic Development Projects <sup>4,5</sup>		\$	54,000,000
Subtotal <sup>1</sup>		\$	132,798,512
Administrative Costs		\$	530,165
Maximum TIRZ Contribution <sup>1</sup> :		\$	88,685,915
Total City District Debt <sup>6</sup> :		\$	106,422,914
Total Project Costs:		\$	195,638,994

1) Maximum TIRZ Contribution to Developer is \$88,685,915.  
2) Costs provided by Developer in correspondence dated May 4, 2021.  
3) Road costs may include paving, earthwork, and roadway acquisitions, subject to an independent third-party appraisal.  
4) Economic Development Payments are available for Economic Development Projects, pursuant to the Economic Development Agreement.  
5) \$54 million is available for either Economic Development Projects or Public Improvements.  
6) Total Debt Service as provided by City's Financial Advisor, less first year payment of \$7,012,340 to be funded by the Districts' I&S Rate levied for Fiscal Year 2021-2022.

## Previous Plan – Project Costs

Reinvestment Zone Number Three, City of Lewisville, Texas						
Previous Plan - Project Costs						
Table 2 - Final Project and Finance Plan						
Castle Hills TIF Analysis						
Updated: 9/28/2019						
District	Project	Project Costs	Water	Sewer	Storm	Road
1G	SWC JWH (SW Corner Josey & Windhaven)	\$ 4,000,000	\$ 578,313	\$ 289,157	\$ 1,927,711	\$ 1,204,819
	Crown Centre	\$ 28,400,000	\$ 5,558,412	\$ 3,771,350	\$ 6,224,077	\$ 12,846,161
1H	Discovery at the Realm	\$ 62,290,305	\$ 8,523,191	\$ 5,758,747	\$ 18,759,600	\$ 29,248,766
	The Realm	\$ 18,430,305	\$ 2,610,250	\$ 1,826,991	\$ 5,510,567	\$ 8,482,496
	Castle Hills Phase 10	\$ 23,736,220	\$ 3,978,124	\$ 3,987,400	\$ 5,746,210	\$ 10,024,485
	Infinity Lawn & Landscape Site	\$ 500,000	\$ 67,406	\$ 44,822	\$ 151,038	\$ 236,734
1G Remaining Costs:		\$ 32,400,000	Issued December 2017			
Less Bond Issuance:		\$ (17,300,000)				
Total 1G:		\$ 15,100,000				
1H Remaining Costs:		\$ 104,956,830	Expected to be issued early 2019			
Less Bond Issuance:		\$ (13,000,000)				
Total 1H:		\$ 91,956,830				
<b>Total Costs:</b>		<b>\$ 107,056,830</b>				
<b>TIRZ Cap:</b>		<b>\$ 88,685,915</b>				
<b>Developer Costs:</b>		<b>\$ 18,370,915</b>				

## Exhibit F – Estimated Time When Costs Are to be Incurred

Reinvestment Zone Number Three, City of Lewisville, Texas Timeline of Costs Incurred												
Fiscal Year	Administrative Costs	Total Available Revenue for City District Debt	Total City District Debt (G+H) <sup>1</sup>	City Alternate Funding of City District Debt <sup>2</sup>		TIRZ Refund of Deficits to City <sup>2</sup>	City Project Reimbursement Account <sup>3</sup>		County Project Reimbursement Account <sup>3</sup>		Total Project Reimbursements <sup>3</sup>	
				Annual	Cumulative		Annual	Cumulative	Annual	Cumulative	Annual	Cumulative
9/30/2019												
9/30/2020												
9/30/2021												
9/30/2022	\$ 15,000								\$ 840,739	\$ 840,739	\$ 840,739	\$ 840,739
9/30/2023	\$ 15,300	\$ 4,098,243	\$ 2,314,849	\$ -	\$ -	\$ -	\$ 1,783,394	\$ 1,783,394	\$ 888,488	\$ 1,729,227	\$ 2,671,882	\$ 2,671,882
9/30/2024	\$ 15,606	\$ 4,513,846	\$ 2,314,849	\$ -	\$ -	\$ -	\$ 2,198,998	\$ 3,982,392	\$ 1,057,354	\$ 2,786,582	\$ 3,256,352	\$ 5,928,235
9/30/2025	\$ 15,918	\$ 5,427,345	\$ 2,314,849	\$ -	\$ -	\$ -	\$ 3,112,497	\$ 7,094,889	\$ 1,428,378	\$ 4,214,959	\$ 4,540,874	\$ 10,469,109
9/30/2026	\$ 16,236	\$ 5,590,325	\$ 2,314,849	\$ -	\$ -	\$ -	\$ 3,275,476	\$ 10,370,365	\$ 1,494,680	\$ 5,709,639	\$ 4,770,156	\$ 15,239,265
9/30/2027	\$ 16,561	\$ 6,003,539	\$ 2,388,349	\$ -	\$ -	\$ -	\$ 3,615,190	\$ 13,985,555	\$ 1,662,584	\$ 7,372,223	\$ 5,277,774	\$ 20,517,038
9/30/2028	\$ 16,892	\$ 6,003,207	\$ 2,577,478	\$ -	\$ -	\$ -	\$ 3,425,730	\$ 17,411,285	\$ 1,662,584	\$ 9,034,806	\$ 5,088,313	\$ 25,605,352
9/30/2029	\$ 17,230	\$ 6,002,870	\$ 2,775,443	\$ -	\$ -	\$ -	\$ 3,227,427	\$ 20,638,712	\$ 1,662,584	\$ 10,697,390	\$ 4,890,011	\$ 30,495,362
9/30/2030	\$ 17,575	\$ 6,183,128	\$ 2,966,503	\$ -	\$ -	\$ -	\$ 3,216,625	\$ 23,855,337	\$ 1,735,912	\$ 12,433,301	\$ 4,952,536	\$ 35,447,899
9/30/2031	\$ 17,926	\$ 6,368,798	\$ 3,160,245	\$ -	\$ -	\$ -	\$ 3,208,553	\$ 27,063,890	\$ 1,811,439	\$ 14,244,741	\$ 5,019,992	\$ 40,467,891
9/30/2032	\$ 18,285	\$ 6,560,041	\$ 3,351,353	\$ -	\$ -	\$ -	\$ 3,208,688	\$ 30,272,577	\$ 1,889,233	\$ 16,133,974	\$ 5,097,921	\$ 45,565,812
9/30/2033	\$ 18,651	\$ 6,757,025	\$ 3,544,318	\$ -	\$ -	\$ -	\$ 3,212,707	\$ 33,485,284	\$ 1,969,361	\$ 18,103,334	\$ 5,182,068	\$ 50,747,879
9/30/2034	\$ 19,024	\$ 6,959,922	\$ 3,737,935	\$ -	\$ -	\$ -	\$ 3,221,988	\$ 36,707,272	\$ 2,051,892	\$ 20,155,226	\$ 5,273,879	\$ 56,021,758
9/30/2035	\$ 19,404	\$ 7,168,910	\$ 3,931,501	\$ -	\$ -	\$ -	\$ 3,237,409	\$ 39,944,681	\$ 2,136,899	\$ 22,292,125	\$ 5,374,308	\$ 61,396,066
9/30/2036	\$ 19,792	\$ 7,384,171	\$ 4,124,640	\$ -	\$ -	\$ -	\$ 3,259,531	\$ 43,204,212	\$ 2,224,457	\$ 24,516,582	\$ 5,483,988	\$ 66,880,054
9/30/2037	\$ 20,188	\$ 7,605,894	\$ 4,321,593	\$ -	\$ -	\$ -	\$ 3,284,302	\$ 46,488,514	\$ 2,314,641	\$ 26,831,222	\$ 5,598,943	\$ 72,478,997
9/30/2038	\$ 20,592	\$ 7,605,491	\$ 4,511,240	\$ -	\$ -	\$ -	\$ 3,094,251	\$ 49,582,764	\$ 2,314,641	\$ 29,145,863	\$ 5,408,891	\$ 77,887,888
9/30/2039	\$ 21,004	\$ 7,605,079	\$ 4,708,515	\$ -	\$ -	\$ -	\$ 2,896,564	\$ 52,479,328	\$ 2,314,641	\$ 31,460,504	\$ 5,211,205	\$ 83,099,093
9/30/2040	\$ 21,424	\$ 7,833,441	\$ 4,899,199	\$ -	\$ -	\$ -	\$ 1,520,672	\$ 54,000,000	\$ 2,407,530	\$ 33,868,034	\$ 3,928,202	\$ 87,027,295
9/30/2041	\$ 21,852	\$ 6,143,415	\$ 5,092,904	\$ -	\$ -	\$ -	\$ -	\$ 54,000,000	\$ 817,881	\$ 34,685,915	\$ 817,881	\$ 87,845,176
9/30/2042	\$ 22,289	\$ 6,385,693	\$ 5,284,161	\$ -	\$ -	\$ -	\$ -	\$ 54,000,000	\$ -	\$ 34,685,915	\$ -	\$ 87,845,176
9/30/2043	\$ 22,735	\$ 6,635,244	\$ 5,480,143	\$ -	\$ -	\$ -	\$ -	\$ 54,000,000	\$ -	\$ 34,685,915	\$ -	\$ 87,845,176
9/30/2044	\$ 23,190	\$ 6,892,286	\$ 5,674,988	\$ -	\$ -	\$ -	\$ -	\$ 54,000,000	\$ -	\$ 34,685,915	\$ -	\$ 87,845,176
9/30/2045	\$ 23,653	\$ 7,157,044	\$ 5,865,294	\$ -	\$ -	\$ -	\$ -	\$ 54,000,000	\$ -	\$ 34,685,915	\$ -	\$ 87,845,176
9/30/2046	\$ 24,127	\$ 7,429,749	\$ 6,065,382	\$ -	\$ -	\$ -	\$ -	\$ 54,000,000	\$ -	\$ 34,685,915	\$ -	\$ 87,845,176
9/30/2047	\$ 24,609	\$ 7,710,640	\$ 6,254,670	\$ -	\$ -	\$ -	\$ -	\$ 54,000,000	\$ -	\$ 34,685,915	\$ -	\$ 87,845,176
9/30/2048	\$ 25,101	\$ 7,710,148	\$ 6,447,671	\$ -	\$ -	\$ -	\$ -	\$ 54,000,000	\$ -	\$ 34,685,915	\$ -	\$ 87,845,176
	\$ 530,165	\$ 171,735,493	\$ 106,422,914	\$ -	\$ -	\$ -	\$ 54,000,000		\$ 34,685,915		\$ 88,685,915	

Assumptions		
Maximum City Contribution	\$	54,000,000
County Contribution	\$	34,685,915
Maximum TIRZ Contribution	\$	88,685,915

Footnotes	
1) Total Debt Service as provided by City's Financial Advisor on 4/28/2021, less first year payment of \$7,012,340 to be funded by the Districts' I&S Rate levied for FY 2021-2022.	
2) If City Tax Increment is insufficient to fund debt service, City shall fund the deficit from available fund balance, and carry the negative obligation from City TIRZ Revenue when available.	
3) Assumes Developer submits an annual payment request for eligible projects.	



## Exhibit G – Feasibility Study

Reinvestment Zone Number Three, City of Lewisville, TX Feasibility Study												
Tax Year	Value Increase <sup>1</sup>	Annual New Development Value <sup>2</sup>	Net Taxable Value	Captured Incremental Value	City TIRZ Revenue			County TIRZ Revenue			Total TIRZ Revenue (City + County)	City Base Increment <sup>3</sup>
					Rate	%	\$	Rate	%	\$		
2018			434,297,188		0.4433	100%		0.2250	80%			
2019	3.00%	59,527,608	506,853,712	72,556,524	0.4433	100%		0.2250	80%	\$ 36,468	\$ 36,468	
2020	3.00%	117,972,188	640,031,511	205,734,323	0.4433	100%		0.2250	80%	\$ 248,132	\$ 248,132	
2021	3.00%	84,051,617	743,284,073	308,986,885	0.4433	100%		0.2250	80%	\$ 556,139	\$ 556,139	
2022	3.00%	162,351,914	927,934,509	493,637,321	0.4433	100%	\$ 2,188,299	0.2250	80%	\$ 888,488	\$ 3,076,787	\$ 1,925,244
2023	3.00%	65,982,954	1,021,755,498	587,458,310	0.4433	100%	\$ 2,604,209	0.2250	80%	\$ 1,057,354	\$ 3,661,563	\$ 1,925,244
2024	3.00%	175,485,113	1,227,893,276	793,596,088	0.4433	100%	\$ 3,518,019	0.2250	80%	\$ 1,428,378	\$ 4,946,397	\$ 1,925,244
2025	3.00%	-	1,264,730,075	830,432,887	0.4433	100%	\$ 3,681,317	0.2250	80%	\$ 1,494,680	\$ 5,175,997	\$ 1,925,244
2026	3.00%	55,344,324	1,358,016,301	923,719,113	0.4433	100%	\$ 4,094,856	0.2250	80%	\$ 1,662,584	\$ 5,757,440	\$ 1,925,244
2027	0.00%	-	1,358,016,301	923,719,113	0.4433	100%	\$ 4,094,856	0.2250	80%	\$ 1,662,584	\$ 5,757,440	\$ 1,925,244
2028	0.00%	-	1,358,016,301	923,719,113	0.4433	100%	\$ 4,094,856	0.2250	80%	\$ 1,662,584	\$ 5,757,440	\$ 1,925,244
2029	3.00%	-	1,398,756,790	964,459,602	0.4433	100%	\$ 4,275,459	0.2250	80%	\$ 1,735,912	\$ 6,011,371	\$ 1,925,244
2030	3.00%	-	1,440,719,494	1,006,422,306	0.4433	100%	\$ 4,461,480	0.2250	80%	\$ 1,811,439	\$ 6,272,920	\$ 1,925,244
2031	3.00%	-	1,483,941,078	1,049,643,890	0.4433	100%	\$ 4,653,082	0.2250	80%	\$ 1,889,233	\$ 6,542,315	\$ 1,925,244
2032	3.00%	-	1,528,459,311	1,094,162,123	0.4433	100%	\$ 4,850,432	0.2250	80%	\$ 1,969,361	\$ 6,819,792	\$ 1,925,244
2033	3.00%	-	1,574,313,090	1,140,015,902	0.4433	100%	\$ 5,053,702	0.2250	80%	\$ 2,051,892	\$ 7,105,594	\$ 1,925,244
2034	3.00%	-	1,621,542,483	1,187,245,295	0.4433	100%	\$ 5,263,070	0.2250	80%	\$ 2,136,899	\$ 7,399,969	\$ 1,925,244
2035	3.00%	-	1,670,188,757	1,235,891,569	0.4433	100%	\$ 5,478,720	0.2250	80%	\$ 2,224,457	\$ 7,703,176	\$ 1,925,244
2036	3.00%	-	1,720,294,420	1,285,997,232	0.4433	100%	\$ 5,700,839	0.2250	80%	\$ 2,314,641	\$ 8,015,479	\$ 1,925,244
2037	0.00%	-	1,720,294,420	1,285,997,232	0.4433	100%	\$ 5,700,839	0.2250	80%	\$ 2,314,641	\$ 8,015,479	\$ 1,925,244
2038	0.00%	-	1,720,294,420	1,285,997,232	0.4433	100%	\$ 5,700,839	0.2250	80%	\$ 2,314,641	\$ 8,015,479	\$ 1,925,244
2039	3.00%	-	1,771,903,253	1,337,606,065	0.4433	100%	\$ 5,929,621	0.2250	80%	\$ 2,407,530	\$ 8,337,151	\$ 1,925,244
2040	3.00%	-	1,825,060,350	1,390,763,162	0.4433	100%	\$ 6,165,267	0.2250	80%	\$ 2,503,207	\$ 8,668,474	\$ -
2041	3.00%	-	1,879,812,161	1,445,514,973	0.4433	100%	\$ 6,407,982	0.2250	80%	\$ 2,601,753	\$ 9,009,736	\$ -
2042	3.00%	-	1,936,206,526	1,501,909,338	0.4433	100%	\$ 6,657,979	0.2250	80%	\$ 2,703,257	\$ 9,361,236	\$ -
2043	3.00%	-	1,994,292,721	1,559,995,533	0.4433	100%	\$ 6,915,476	0.2250	80%	\$ 2,807,805	\$ 9,723,281	\$ -
2044	3.00%	-	2,054,121,503	1,619,824,315	0.4433	100%	\$ 7,180,697	0.2250	80%	\$ 2,915,489	\$ 10,096,187	\$ -
2045	3.00%	-	2,115,745,148	1,681,447,960	0.4433	100%	\$ 7,453,876	0.2250	80%	\$ 3,026,405	\$ 10,480,280	\$ -
2046	3.00%	-	2,179,217,502	1,744,920,314	0.4433	100%	\$ 7,735,249	0.2250	80%	\$ 3,140,647	\$ 10,875,896	\$ -
2047	0.00%	-	2,179,217,502	1,744,920,314	0.4433	100%	\$ 7,735,249	0.2250	80%	\$ 3,140,647	\$ 10,875,896	\$ -
		720,715,718			\$ 137,596,270			\$ 56,707,244			\$ 194,303,514	\$ 34,654,388

Assumptions	
Zone Base Value	\$ 434,297,188
Estimated Single-family Value per Unit	\$ 450,000
Estimated Multifamily Value per Unit	\$ 150,000
Estimated Comm./Office Value per Square Foot	\$ 275

Footnotes:	
1)	Estimated value increases based on Developer data dated 3/17/2021.
2)	New Development Values projected based on data provided by the Developer on 3/17/2021.
3)	City Base Increment to be included until City Maximum Contribution is reached.

**Exhibit H – Project Costs Reallocation**

Reinvestment Zone Number Three, City of Lewisville, Texas Reallocation of Project Costs			
Amended and Restated Plan		Previous Plan	
Project	Estimated Costs	Project	Estimated Costs
Administrative Costs	\$ 530,165	City District Debt	\$ 137,631,618
City District Debt	\$ 106,422,914	Project Costs	\$ 88,685,915
Amended & Restated Project Costs	\$ 88,685,915		
<b>Total</b>	<b>\$ 195,638,994</b>	<b>Total</b>	<b>\$ 226,317,533</b>

**Appendix I – County Participation Agreement**

*[Remainder of page left intentionally blank.]*

# DENTON COUNTY COMMISSIONERS COURT

12/11/2018

Month 12 Day 11 Year 2018  
Court Order Number

16. A.

## THE ORDER:

Adoption of Resolution declaring Denton County's Participation in Tax Increment Reinvestment Zone Number Three, City of Lewisville, and approval of Agreement to Participate in Tax Increment Reinvestment Zone Number Three, City of Lewisville, by and between the City of Lewisville and Denton County, Texas, as recommended by Commissioner Precinct 2, and any appropriate action.

Motion by Marchant

Seconded by Eads

County Judge  
Mary Horn

Yes ☒  
Abstain ☐  
No ☐  
Absent ☐

Commissioner Precinct No 1  
Hugh Coleman Yes ☒  
Abstain ☐  
No ☐  
Absent ☐

Commissioner Precinct No 2  
Ron Marchant Yes ☒  
Abstain ☐  
No ☐  
Absent ☐

Commissioner Precinct No 3  
Bobbie J. Mitchell Yes ☐  
Abstain ☐  
No ☐  
Absent ☒

Commissioner Precinct No 4  
Andy Eads Yes ☒  
Abstain ☐  
No ☐  
Absent ☐

Motion Carried 4-0-0

Other Action: Pulled from Consent ☐ No Action ☐ Postponed ☐

BY ORDER OF THE COMMISSIONERS COURT:

ATTEST:

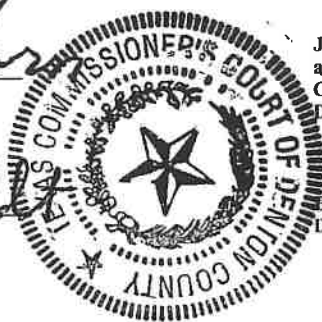
Mary Horn  
Presiding Officer

Julie Luke County Clerk  
and ExOfficio Clerk of the  
Commissioners Court of  
Denton County, Texas

APPROVED AS TO FORM:

John Zelt  
Assistant District Attorney

BY: Julie Luke  
Deputy County Clerk



**City of Lewisville  
And  
Denton County  
Agreement to Participate  
In**

**Tax Increment Reinvestment Zone, Number Three, City of Lewisville**

**THIS AGREEMENT**, ("Agreement") is made and entered into by and between the City of Lewisville ("City"), a municipal corporation, and Denton County, ("County"), Texas.

**WHEREAS**, in accordance with the provisions of the Tax Increment Financing Act, Tax Code, Chapter 311 (the "Act"), the City Council adopted an Ordinance (the "Ordinance") on December 3, 2018, in the form attached hereto as Exhibit A and incorporated herein by reference, creating, establishing and designating "Reinvestment Zone Number Three, City of Lewisville, Texas" (hereinafter called the "Reinvestment Zone") under the Act; and

**WHEREAS**, the City also adopted a preliminary Project Plan and Financing Plan (collectively the "Plan") for the Reinvestment Zone in substantially the form of the Plan attached hereto as Exhibit B and incorporated herein by reference; and

**WHEREAS**, the Act provides that each taxing unit levying taxes on real property in a Reinvestment Zone is not required to pay into the Tax Increment Fund any of its tax increment produced from property located in the reinvestment zone unless such taxing unit enters into an agreement to do so with the governing body of the municipality that created the Reinvestment Zone; and

**WHEREAS**, an agreement to participate in a Reinvestment Zone created under the Act may be entered into any time before or after the Reinvestment Zone is created, and such agreement may include any conditions for payment of the tax increment into the Tax Increment Fund and must specify the portion of the tax increment to be paid into the Tax Increment Fund and the years for which that tax increment is to be paid into the Tax Increment Fund.

**NOW, THEREFORE**, the City and the County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

**Section 1.** The City and County hereby agree to pay into the Tax Increment Fund established by the City for the Reinvestment Zone a percentage of the ad valorem tax collections on the captured appraised value of real property in the Reinvestment Zone as follows and subject to the following terms and conditions.

a) **City of Lewisville.**

- I. The City hereby agrees to pay into the Tax Increment Fund, one hundred percent (100%) of the ad valorem tax collections on the captured appraised value of real property in the Reinvestment Zone from the date the Zone is

established (the "City Tax Increment") until the earlier of: (i) December 31, 2048, (ii) the date on which the Plan has been fully implemented and all project costs, tax increment bonds, interest on such tax increment bonds, interest on any other obligations at set forth in the Plan, contractual reimbursement obligations or other contractual obligations payable from the Tax Increment Fund have been paid in full, as set forth in the Plan and (iii) December 31, 2023 if Denton County Fresh Water Supply District No. 1-G ("1-G") and Denton County Fresh Water Supply District No. 1-H ("1-H") are not annexed into the City by such date. The City Tax Increment shall be used (i) first to pay debt service on debt obligations issued by 1-G and 1-H or any refunding bonds issued by the City to refund such obligations, as set forth in the Plan and (ii) second, to reimburse Project Costs up to the amount set forth in that certain TIRZ Reimbursement Agreement between the City, the Reinvestment Zone and Bright Realty, LLC (the "Agreement") and in the Plan.

- II. The City hereby agrees to pay into the Tax Increment Fund, all ad valorem taxes collected on the base value of the Reinvestment Zone until the earlier of (i) December 31, 2048 or (ii) the payment in full of all reimbursements due to the Developer pursuant to the Agreement.

**b) Denton County.**

- I. Subject to the conditions set forth in subsection II below, the County hereby agrees to pay into the Tax Increment Fund, eighty percent (80%) of the ad valorem tax collections on the captured appraised value of real property in the Zone from the date the Zone is established (the "County Tax Increment") until the earlier of: (i) December 31, 2048, (ii) the date on which the Plan has been fully implemented and all project costs, tax increment bonds, interest on such tax increment bonds and all other obligations, contractual or otherwise, payable from the Tax Increment Fund have been paid in full, or (iii) December 31, 2023 if 1-G and 1-H are not annexed into the City by such date. In no event will Denton County be liable for payment of ad valorem tax collections on the captured appraised value of real property in the Reinvestment Zone after December 31, 2048.
- II. The County shall not pay into the Tax Increment Fund the applicable portion of its tax increment that is attributable to delinquent taxes. The County Tax Increment shall be used solely to pay or reimburse cash expenditures for:
  - A. Project Costs incurred after the execution of this Agreement; or
  - B. Principal of and interest on any tax increment bonds or notes issued after the execution of this Agreement to finance Project Costs incurred after the execution of this Agreement that are properly chargeable under the Act and under generally accepted accounting principles to the administration of the Reinvestment Zone. No amounts paid by the

County into the Tax Increment Fund shall be used to pay for any refinancing bonds, bonds, notes, or any other instruments of debt that are incurred for the purpose or that have the effect of paying for bonds issued or Project Costs or developer reimbursement incurred before the execution of this Agreement.

- c) **Boundary.** The boundaries of the Reinvestment Zone are and shall be those boundaries described in the Ordinance, or an amendment thereto revising the boundaries duly approved by the Reinvestment Zone Board of Directors and the City Council of the City.
- d) **Purpose and Program.** Public infrastructure improvements, are to be constructed as nearly as possible in conformity with the Plan. Any additions, changes, revisions or modifications to the Plan made after the date of this Agreement may only be made by the Board of Directors of the Reinvestment Zone and the City Council of the City.
- e) **Appraised Value.** The real property within the boundaries of the Reinvestment Zone is to be appraised January 1, 2018 for ad valorem tax purposes and for establishing the tax increment base referenced in Section 311.012 of the Act.
- f) **Bond Limit.** The Reinvestment Zone Board of Directors, the City Council of City of Lewisville and the Commissioners Court of Denton County shall authorize the total principal amounts of bonds or notes containing a pledge of the Tax Increment.
- g) **Use of TIF Funds.** All amounts paid into the Tax Increment Fund shall be used solely to pay or reimburse cash expenditures for project costs or the principal of and interest on any tax increment bonds or notes issued to finance project costs under the Act, and to pay direct costs properly chargeable under the Act and under generally accepted accounting principles to the administration of the Reinvestment Zone, all in accordance with the Plan.
- h) **Deposit of TIF Funds.** The City and the County shall provide for the collection of its taxes in the Reinvestment Zone as for any other property taxed by the City or County. Each participating taxing authority shall pay into the Tax Increment Fund an amount equal to the tax increment produced by the authority. The City shall invoice the County not later than thirty (30) days after the delinquency date of property taxes in the Tax Increment Zone. Pursuant to the Act, (Section 311.013(c)) the City and County shall make payment to the Tax Increment Fund, pursuant to this agreement, not later than ninety (90) days after the delinquency date of property taxes in the Zone.
- i) **Limits of Obligation of the County.** Except for payment to the Tax Increment Fund as specified in this Agreement of the County ad valorem tax collections on the captured appraised value of real property in the Reinvestment Zone, and subject to the terms and conditions set forth herein, the County shall have no obligation for any costs or expenses associated with the operation of the Reinvestment Zone, including, without limitation, any obligation to pay or repay any debt issued by the City, the Reinvestment Zone, or the Board of Directors of the Reinvestment Zone relating to the Reinvestment Zone or any



costs associated with the operation of Reinvestment Zone or any projects relating thereto.

- j) **Expansion of Zone.** The obligation of the County to participate in the Zone is limited to the area described in City of Lewisville Ordinance 0087-18-ORD. The County's participation does not extend to the tax increment on any additional property added to the Zone by the City or any amendment to the Project Plan by the Zone and the City that would increase the total amount of project costs unless the County specifically agrees to participate in the additional area or amendment to the Project Plan. In addition, the County's participation does not extend to any dedication of revenue from the Tax Increment Fund by the Zone for projects outside the Zone, unless the County agrees to participate in the dedication.
- k) **County Representation.** The County shall have the right to appoint and maintain two (2) voting member on the Board of Directors of the Reinvestment Zone at all times.
- l) **City Representation.** The City shall have the right to appoint and maintain five (5) voting members on the Board of Directors of the Reinvestment Zone at all times.
- m) **Termination of Zone.** Upon the expiration or termination of the Reinvestment Zone, (i) any County Increment remaining in the Project Reimbursement Account shall be returned to the County, and (ii) any City Tax Increment on deposit in the Project Reimbursement Account or Debt Service Account shall be returned to the City.
- n) **Termination of Agreement.** This Agreement shall expire upon the earlier of the following to occur: (i) the payment of the Project Costs up to eighty-eight million six hundred eighty-five thousand nine hundred fifteen dollars (\$88,685,915) upon completion of the Public Improvements, (ii) the expiration of the Zone, or (iii) December 31, 2023 if Districts 1-G and 1-H are not annexed into the City by such Date.

**Section 2.** The City agrees that City bonds or tax increment bonds of the Reinvestment Zone will not be issued to finance projects contemplated in the Plan until (a) a final Plan has been prepared and adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of City, and (b) the City has furnished documentation, evidence and assurances satisfactory to the Board of Directors of the Reinvestment Zone to the effect that funds necessary to support cash expenditures and/or the retirement of tax increment bonds will be available either from revenues of the Tax Increment Fund or from other funds provided by the City.

**Section 3.** This Agreement shall become effective as of the date of the final signature hereto and shall remain in effect until the earlier of: (i) December 31, 2048, or (ii) the date on which the Plan has been fully implemented and all project costs, tax increment bonds, interest on such tax increment bonds , interest on any other obligations at set forth in the Plan, contractual reimbursement obligations or other contractual obligations payable from the Tax Increment Fund have been paid in full, as set forth in the Plan.

**Section 4.** To the extent of their respective liabilities, the City and the County shall be responsible for the sole negligent acts of their officers, agents, employees or separate

contractors. In the event of joint and concurrent negligence of both City and County, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without however, waiving any governmental immunity available to the City and County under Texas law and without waiving any defenses of the parties under Texas law.

**Section 5.** This agreement shall be administered by the City Manager or designee.

**Section 6.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the addresses shown below:

If intended for City, to:

City Manager  
City of Lewisville  
P. O. Box 299002  
Lewisville, Texas 75029

If intended for County, to:

County Judge  
Denton County  
110 West Hickory Street  
Denton, Texas 76201-4168

or to such other addresses as the parties may request, in writing from time to time.

**Section 7.** This Agreement is made subject to the provisions of the charter and ordinances of the City, as amended; the policies of the County's Commissioners Court; the Texas Constitution, codes, and statutes; and all other applicable state and federal laws, regulations and requirements, as amended. Venue shall be exclusively in Denton County, Texas.

**Section 8.** This Agreement embodies the complete understanding of City and County with respect to the subject matter hereof superseding all oral or written previous and contemporary agreements between the parties relating to matters herein. The Agreement may be amended, modified, or supplemented only by an instrument in writing executed by City and County.

**Section 9.** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

**Section 10.** Failure of either party hereto to insist on the strict performance of any of the covenants or agreements herein contained or to exercise any rights or remedies accruing

hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

**Section 11.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees or agents as a result of its execution of this Agreement and performance of the covenants contained herein.

Executed by the parties, by and through their respective authorized officials following approval by their respective governing bodies, on the dates set forth below.

**CITY OF LEWISVILLE, TEXAS**

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
APPROVED AS TO FORM

**COUNTY OF DENTON, TEXAS**

  
County Judge

Date: 12.11.18

  
ATTEST

  
APPROVED AS TO FORM



**Appendix II – Amended and Restated TIRZ Reimbursement Agreement**

*[Remainder of page left intentionally blank.]*

AMENDED AND RESTATED TIRZ REIMBURSEMENT AGREEMENT

BETWEEN

THE CITY OF LEWISVILLE, TEXAS

CITY OF LEWISVILLE TAX INCREMENT REINVESTMENT ZONE NUMBER 3

AND

BRIGHT REALTY, LLC

Dated: August 16, 2021



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**REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LEWISVILLE,  
TAX INCREMENT REINVESTMENT ZONE NUMBER 3 AND BRIGHT  
REALTY, LLC FOR TAX INCREMENT REINVESTMENT ZONE  
FUNDING THE CASTLE HILLS DEVELOPMENT**

This AMENDED AND RESTATED REIMBURSEMENT AGREEMENT (hereinafter “Agreement”) is entered into by and between BRIGHT REALTY, LLC (hereinafter referred to as the “Developer”), the CITY OF LEWISVILLE (hereinafter referred to as “City”) and the BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER 3, CITY OF LEWISVILLE (the “Board”) (collectively referred to herein as the “Parties”) on the Effective Date.

**RECITALS:**

**WHEREAS**, City has designated a certain area as Reinvestment Zone Number 3 for Tax Increment Financing (hereinafter, the “Zone”) and has adopted the Project and Financing Plan (defined herein) for Zone to provide partial public financing of projects for public improvements and enhanced infrastructure within the Zone; and

**WHEREAS**, the Zone encompasses 708 acres of land currently overlaid by two fresh water supply districts (Denton County Fresh Water Supply District No. 1-G and Denton County Fresh Water Supply District No. 1-H, together, the “Zone Districts”) and is part of a master planned mixed-use development (the “Castle Hills Development”), which is currently located wholly within the extraterritorial jurisdiction of the City. The boundaries of the Zone are set forth in that certain Ordinance No. 0087-18-ORD creating the Zone; and

**WHEREAS**, the Parties have previously entered into a TIRZ Reimbursement Agreement dated January 28, 2019 (the “Original Agreement”); and

**WHEREAS**, if and when this Agreement becomes effective based on the conditions set forth below, this Agreement amends and restates the Original Agreement to reflect additional terms of the Agreement and reimbursements to the Developer for purposes of economic development; and

**WHEREAS**, the development of land within the Zone and within the Castle Hills Development requires a substantial investment in public infrastructure, including water and wastewater improvements, road improvements and drainage improvements (the “Public Improvements”), as set forth and described in the Project and Financing Plan (as defined herein); and

**WHEREAS**, the completion of the Public Improvements will facilitate and encourage development both within and outside the Zone that will significantly enhance growth, and, upon annexation of the land within the City and the Zone, will generate tax revenues to the City; and

**WHEREAS**, the City intends to annex the Districts (as hereinafter defined) into the corporate limits of the City, and the Developer agrees to such annexation of the Castle Hills Development reliant upon this Agreement and the reimbursement of the Public Improvements within the Zone; and

**WHEREAS**, upon annexation, development of the Zone will have a significant impact on the local economy, and will substantially increase the taxable value of 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 completion of the Public Improvements will promote state and local economic development and will stimulate business and commercial activity in the City, Denton County and the State; and will contribute to the development and diversification of the economy of the State, and to the development and expansion of the commerce of the state; and

**WHEREAS**, the economic development incentives provided to the Developer under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the City; and (v) promoting development within the City; and

**WHEREAS**, the City has an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

**WHEREAS**, the City has ensured that the public will receive benefits for the economic development incentives; and

**WHEREAS**, pursuant to the TIRZ Act (as defined herein), the City Council and the Board have the authority to dedicate the use of available TIRZ revenue to reimburse Project Costs (as defined herein); and

**WHEREAS**, pursuant to the TIRZ Act, the City Council and the Board have the authority to dedicate the use of the City Tax Increment to provide for economic development grants and incentives to the Developer for use within the Zone; and

**WHEREAS**, pursuant to the TIRZ Act, the City Council and the Board have the authority to enter into this Agreement and to implement the Project and Financing Plan; and

**WHEREAS**, in conjunction with the development of the Castle Hills Development, City desires to reimburse the Developer for the construction of the Public Improvements within the Zone and to provide for economic development grants and incentives, as set forth herein and in the Project and Financing Plan; and

**WHEREAS**, the Developer will be responsible for the completion of the Public Improvements and will convey such Public Improvements to the City in exchange for reimbursement of the Project Costs as provided herein; and

**WHEREAS**, the Developer will submit economic development projects to the City for the purpose of receiving economic development grants and incentives to benefit the Zone and increase economic development in the Zone; and

**WHEREAS**, the majority of the Board is comprised of City Council members and the Board acts as an advisory body to the City;

**NOW, THEREFORE**, for the promises and considerations set forth herein, the Parties to this Agreement agree as follows:

## **ARTICLE I.** **DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Definitions Section, and all such terms include the plural as well as the singular.

“1996 Agreement” means that certain agreement by and between Bright Farm Partnership, L.P., Denton County Fresh Water Supply District No. 1-A and Denton County Fresh Water Supply District No. 1-B and the City, dated April 1, 1996, as amended.

“Affiliates” of Bright Realty, LLC means any other person directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Agreement” has the meaning stated in the first paragraph hereof.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City codes and ordinances.

“Assessments” means those certain public improvement assessments levied by the City and currently outstanding (according to the applicable service and assessment plan, as updated) pursuant to Chapter 372, Texas Local Government Code on properties within each District.

“Castle Hills Development” means that approximately 2,569 acre mixed use development to be developed and constructed by the Developer and currently located within the extraterritorial jurisdiction of the City.

“City” means the City of Lewisville, Texas.

“City Base Increment” means an annually appropriated amount of up to \$1,925,244 million from lawfully available City funds, until the earlier of (i) the total set forth in 2.1 is reached; (ii)



all Project Costs have been reimbursed and all amounts have been paid pursuant to the Economic Development Agreement or (iii) the termination of this Agreement.

“City District Debt” means those obligations issued by the City for the payment or reimbursement of water and wastewater improvements, road improvements and drainage improvements within the Zone Districts prior to annexation of the Zone into the City; such debt to include refunding bonds issued by the City subsequent to annexation to refund the City District Debt.

“City Tax Increment” means 100% of the ad valorem property taxes levied and collected by the City for that year in the captured appraised value of real property taxable by the City and located within the Zone reduced by reasonable, ordinary and customary expenses of the TIRZ, including expenses to establish and administer the Zone not including the City Base Increment.

“City Reimbursement Account” means an account within the Tax Increment Fund into which the City Tax Increment and City Base Increment is deposited pursuant to Section 2.3 herein.

“City Representative” means the City Manager or designee.

“County Increment” means, for any given year beginning with the 2018 tax year, 80% of the ad valorem property taxes levied and collected by the County for that year on the captured appraised value of real property taxable by the County and located within the Zone, all as provided in the County Participation Agreement.

“County Participation Agreement” means that certain City of Lewisville and Denton County Agreement to Participate in Tax Increment Reinvestment Zone, Number Three, City of Lewisville, approved by the County on December 11, 2018.

“County Reimbursement Account” means an account within the Tax Increment Fund into which the County Tax Increment is deposited pursuant to Section 2.3 herein.

“Debt Service Account” means the account within the Tax Increment Fund into which the City Tax Increment and City Base Increment are deposited and disbursed pursuant to Section 2.3 herein.

“Developer” means Bright Realty, LLC, as the successor in interest to Bright Farm Partnership, L.P., its successors and assigns, and any other entity affiliated with, or owned or controlled by Bright Realty, LLC, for purposes of developing or financing the Castle Hills Development and constructing the Public Improvements.

“Developer Reimbursements” means amounts advanced to District 1-A or District 1-H for the payment of Public Improvements or debt service relating thereto, as audited by a certified public accountant in either District 1-A or District 1-H’s audit of its annual financial statements or pursuant to an agreed upon procedures report of a certified public accountant, such report commissioned and paid for by the Developer or District 1-A or District 1-H.

“District(s)” means the following: Denton County Fresh Water Supply District No. 1-A, Denton County Fresh Water Supply District No. 1-B, Denton County Fresh Water Supply District No. 1-C, Denton County Fresh Water Supply District No. 1-D, Denton County Fresh Water Supply District No. 1-E, Denton County Fresh Water Supply District No. 1-F, Denton County Fresh Water Supply District No. 1-G, and Denton County Fresh Water Supply District No. 1-H.

“Economic Development Agreement” means that certain Economic Development Agreement between the City, the Zone and the Developer dated August 16, 2021.

“Economic Development Payment” means payments made by the City from the City Tax Increment for Economic Development Projects.

“Economic Development Projects” means those projects identified in the Economic Development Agreement that will provide for increased economic development within the Zone, as authorized by Section 311.010 of the TIRZ Act.

“Effective Date” is defined in Section 6.1 herein.

“Governing Regulations” means all applicable ordinances, codes, rules, and regulations, as amended, of the City, together with all statutes, rules, and regulations, as amended of the State of Texas and other political subdivisions and governmental entities having jurisdiction over the development of the land within the Zone including the PD agreed to by the City and Developer at the time of annexation but which shall be approved as soon as practicable upon annexation.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by a public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, any Affiliates or any property or any business owned by Developer or any Affiliates within the City.

“Legal Costs” means reasonable court costs, attorneys’ and paralegals’ fees, experts’ fees, and other costs and expenses incurred in investigating, preparing, prosecuting, or settling any legal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution.

“Original Agreement” shall have the meaning set forth in in the preambles to this Agreement.

“Park and Open Space Land” means those lots or parcels identified on Exhibit B attached hereto.

“Park Fees” means the City’s park development fees and cash-in-lieu of parkland dedication, as required by City ordinance.

“Plans and Specifications” means the detailed engineering and architectural drawings and schematic designs for the Public Improvements, in such detail that the City, upon approval, could issue a building permit for the Public Improvements.

“Project and Financing Plan” means the “Amended and Restated Final Project Plan and Reimbursement Zone Financing Plan, Tax Increment Reinvestment Zone No. 3, City of Lewisville, Texas,” dated August 16, 2021, approved by the Board and approved by the City Council on August 16, 2021.

“Project Costs” means the actual costs of the Public Improvements and Developer Reimbursements as set forth in the Project and Financing Plan.

“Public Improvements” means the public improvements constructed by the Developer within or benefitting the Zone, as authorized by Chapter 311, Texas Tax Code, and as set forth in the Project and Financing Plan.

“Reimbursement Request” means a certificate substantially in the form attached hereto as Exhibit A or otherwise approved by the City and the Developer identifying the costs and expenditures for the Project Costs and requesting payment for such expenditures from funds on deposit in the City Reimbursement Account or County Reimbursement Account.

“Strategic Partnership Agreement” means that certain agreement by and between the City and the Districts effective of July 20, 2009, as amended by that first amendment effective March 20, 2017 and that certain second amendment effective July 17, 2019.

“Tax Increment” has the meaning set forth in Section 311.012 of the TIRZ Act and in the Project and Financing Plan, and includes revenues generated from all property within the Zone, including the City Tax Increment, the City Base Increment and the County Increment.

“Tax Increment Fund” means the special fund created for the Zone pursuant to Chapter 311, Texas Tax Code and funded with the Tax Increment.

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended.

“Zone” means Reinvestment Zone Number 3 for Tax Increment Financing, City of Lewisville, Texas.

## **ARTICLE II.**

### **CITY OF LEWISVILLE COMMITMENTS**

#### **2.1 Zone Funding:**

(a) City agrees to provide Zone reimbursement or payment to the Developer pursuant to this Agreement, the Economic Development Agreement and the Project and Financing Plan; provided however, that the City shall reimburse no more than fifty-four million dollars (\$54,000,000) from the City Tax Increment and City Base Increment generated for the earlier of (i) the term of the TIRZ or (ii) the termination of this Agreement. Notwithstanding full reimbursement by the City from the City Tax Increment and City Base Increment pursuant to this Agreement, this Agreement shall remain in place for the purpose of payment to the Developer of the County Tax Increment, subject to the County Participation Agreement and the term of the Zone.

(b) Payments or reimbursements of revenues pursuant to this Agreement shall only be made to the extent such revenues are available from the County Tax Increment, the City Base Increment and City Tax Increment as set forth herein.

## **2.2 Flow of TIRZ Revenues:**

(a) The County Tax Increment shall be received annually from the County and shall be distributed to the County Reimbursement Account for the reimbursement of Project Costs. Notwithstanding full reimbursement by the City from the City Tax Increment and City Base Increment pursuant to this Agreement, this Agreement shall remain in place for the purpose of payment to the Developer of the County Tax Increment, subject to the County Participation Agreement and the term of the Zone.

(b) The City Base Increment and City Tax Increment shall be disbursed on a quarterly basis in the following order or priority up to the respective limits set forth in Section 2.1 herein:

(i) First, to the City for the payment of debt service on the outstanding City District Debt pursuant to Section 2.4 herein;

(ii) Second, to the City to reimburse the City for payments made by the City for City District Debt from any other City sources of revenue pursuant to Section 2.4 herein;

(iii) Third, to the City Reimbursement Account for the payment or reimbursement of Economic Development Projects pursuant to Section 2.6 herein, or for the reimbursement of Project Costs pursuant to Section 2.5 herein, up to the limit set forth in Section 2.1(a) herein;

(iv) Fourth, to the extent all Economic Development Payment Requests and Reimbursements Requests have been approved in an amount equal to the limit set forth in Section 2.1(a), to the City to be used in accordance with the Act and the Project and Financing Plan.

**2.3 Zone-Eligible Expenses:** City will only provide Zone reimbursement for Zone-eligible expenses related to Public Improvements as set forth in the Project and Financing Plan and Economic Development Projects as described in the Economic Development Agreement. City staff has final authority to approve which Project Costs are eligible for payment or reimbursement, with such approval not to be unreasonably withheld, conditioned or delayed.

**2.4 Payment of Zone Funds:** All payments made pursuant to this Section shall only be made to the extent funds are available in the applicable account of the Tax Increment Fund.

(a) The City shall reimburse the Project Costs to the Developer for the Public Improvements, from the County Tax Increment on deposit in the County Reimbursement Account and from the City Reimbursement Account (up to the limit set forth in Section 2.1(a)) and pursuant to the City's customary terms and conditions for City-constructed projects of a similar type and the Governing Regulations.

(b) The City shall make Economic Development Payments from the City Reimbursement Account to the Developer for the Economic Development Projects pursuant to the provisions of the Economic Development Agreement.

(c) Annually upon receipt, the City Tax Increment (for so long as available) and the City Base Increment shall be deposited into the Debt Service Account. The City shall determine, in each year, the amount of debt service due in that year on the outstanding City District Debt. Amounts on deposit in the Debt Service Account shall be used (i) first, to pay debt service in each fiscal year on the outstanding City District Debt and (ii) second, to reimburse the City for payments made by the City for City District Debt from any other City sources of revenue in prior debt service years, and (iii) third, to the City Reimbursement Account and shall be disbursed pursuant to Section 2.5 or 2.6, as applicable.

(d) Annually upon receipt, the County Tax Increment shall be deposited into the County Reimbursement Account. Amounts on deposit in the County Reimbursement Account shall be disbursed pursuant to subsection (e) and Section 2.5 below.

(e) The Developer may submit a Reimbursement Request no more frequently than quarterly for the reimbursement of Project Costs. Reimbursement to the Developer for Project Costs shall be made subsequent to (i) annexation of the Castle Hills Development into the City, (ii) completion of the Public Improvements to be reimbursed, and acceptance by the City of such Public Improvements and, (iii) the approval of a completed Reimbursement Request. Such reimbursements shall be made quarterly solely from the funds on deposit (i) first, in the County Reimbursement Account and (ii) second, in the City Reimbursement Account, pursuant to an approved Reimbursement Request. The payment of the reimbursement under this Section shall be subject to the availability of funds in the City Reimbursement Account and County Reimbursement Account in each fiscal year and at the time of the receipt of the Reimbursement Request. If funds are not available in the City Reimbursement Account and County Reimbursement Account in any fiscal year for payments under this Agreement, the City shall reimburse the Developer from available funds on deposit in the City Reimbursement Account and County Reimbursement Account in the current year or at the time of the receipt of the Reimbursement Request, and the City shall carry forward any deficit or balance of reimbursement to the next fiscal year and reimbursement can occur during such fiscal year from funds on deposit in the City Reimbursement Account and County Reimbursement Account.

(f) Reimbursement for the Project Costs shall be as set forth in this Agreement and in the Project and Financing Plan, as approved by the City. The City Tax Increment and City Base Increment shall not reimburse any water, sewer, drainage and road public improvements in excess of the not to exceed amount set forth in Section 2.1(a), and any non-utility or non-road public improvements constructed by the Developer in the Zone shall not be subject to reimbursement under the terms of this Agreement.

**2.5 Reimbursement Process for Public Improvements:** All payments made pursuant to this section shall only be made to the extent funds are available in the City Reimbursement Account and County Reimbursement Account.



(a) The City shall quarterly disburse funds to reimburse the Developer for the Project Costs of the Public Improvements set forth in Section 2.1(a) upon completion of the related Public Improvements, acceptance by the City of the related Public Improvements and approval by the City of a completed Reimbursement Request. Approval of a Reimbursement Request is subject to the Developer providing sufficient documentation of Project Costs. The City shall review the sufficiency of each Reimbursement Request with respect to compliance with this Agreement, and the Government Regulations. The City shall review each Reimbursement Request within sixty (60) business days upon submittal of all information necessary to document such expenditures. Unless the City has delivered notice to the Developer pursuant to subsection (b) below, such Reimbursement Request shall be deemed approved after sixty (60) business days. Upon verification of each cost detailed in the Reimbursement Request, including on-site confirmation by City staff, the Reimbursement Request shall be forwarded for approval to the appropriate City officials within ten (10) business days. Upon approval, the Reimbursement Request shall be submitted to the City's finance department for payment within ten (10) business days. The City shall reimburse the Project Costs of the Public Improvements set forth in this Agreement first from on deposit in the County Reimbursement Account and second, from the City Tax Increment and City Base Increment on deposit in the City Reimbursement Account, and pursuant to the flow of funds in Section 2.2, provided that in no event will the City reimburse more than the amount set forth in Section 2.1(a) from the City Reimbursement Account.

(b) If the City timely disapproves or questions the correctness or authenticity of the reimbursement request by delivering a detailed notice to the Developer, then payment with respect to disputed portion(s) of the Reimbursement Request shall not be made unless and until the Developer and the City have jointly settled such dispute. The City and the Developer shall meet promptly within thirty (30) days and cooperate and attempt to resolve any such disputes as expeditiously as possible.

**2.6 Payment Process for Economic Development Payments:** The City shall disburse Economic Development Payments to the Developer for the Economic Development Projects pursuant to the provisions of the Economic Development Agreement from the City Reimbursement Account pursuant to the flow of funds set forth in Section 2.2 of this Agreement. Payment made pursuant to this section shall only be made to the extent there are funds available in the City Reimbursement Account.

## **2.7 Roadway Acquisitions:**

(a) The City shall acquire future roadways constructed within the Zone (which may include rights of way and easements) as shall be set forth in an approved plat for fair market value as determined by an appraisal of such land parcels, rights of way or easements. Such appraisal shall be obtained by the Developer. The City may also obtain its own appraisal of the fair market value of the roadways; if the Parties disagree on the property appraised values of the land parcels, rights of way or easements, they agree to attend mediation to resolve such disagreement. The agreed upon purchase price for such roadways (which may include rights of way and easements)

shall be included as a Project Cost subject to reimbursement from the County Reimbursement Account and the City Reimbursement Account.

## **2.8 Continuation of Development Regulations:**

(a) Prior to annexation, the City will establish, by separate ordinance, interim land use designations for any land annexed to reflect the land uses shown on filed plats and the continuation of all development regulations set forth in the 1996 Agreement and all approved variances. The interim land use designations, development regulations, and variances referred to in this Section shall be terminated and replaced by permanent land use designations and regulations that are consistent with the interim land use designations in the land use ordinance and 1996 Agreement, which shall be adopted in a Planned Development District within sixty (60) days after annexation occurs or as soon as reasonably practicable after annexation pursuant to law and City ordinances. The Parties agree that until the adoption of a Planned Development District for the land currently constituting the Zone, the development regulations set forth in the 1996 Agreement and all variances granted thereto shall continue in full force and effect. Both parties further agree to work together to incorporate the previously approved development regulations and variances into the proposed Planned Development District zoning, which shall be established as soon as reasonably practicable after annexation of the Districts. It is the intent of both parties and a condition to annexation that the Planned Development District ordinance shall govern the future development of Castle Hills and will replace the 1996 Agreement's development and land use regulations. Notwithstanding anything to the contrary, both parties agree that the Planned Development District shall incorporate current City standards regarding specific use permits, additional use standards, hotel standards and tree preservation/mitigation requirements.

## **ARTICLE III. THE DEVELOPER COMMITMENTS**

**3.1 Project Costs:** The Developer agrees to complete the Public Improvements as set forth herein and shall be reimbursed for a total of reasonable Project Costs not to exceed the amount set forth in Section 2.1(a) for the Public Improvements within the boundaries of the Zone, such construction to be pursuant to the Governing Regulations. City staff has final authority to determine which Project Costs are eligible for reimbursement which approval and determination shall not be unreasonably withheld, conditioned, or delayed. If the Developer expends more than the not to exceed amount set forth in Section 2.1(a) for the Public Improvements, such excess costs shall not be reimbursed by the Zone pursuant to this Agreement.

**3.2 Progress Reports:** The Developer will provide updates to the City on the progress of the Public Improvements, as requested by the City and as reasonably needed before meetings of the Board.

**3.3 Payment of Taxes:** The Developer agrees to pay all ad valorem taxes and assessments (unless otherwise exempted or abated) it owes to the City prior to such taxes and/or assessments becoming delinquent, subject to Section 8.15 below, provided, the Developer shall have the right to contest in good faith the validity or application of any such tax or assessment of the Development and shall not be considered in default hereunder until such contest is diligently pursued to

completion. Notwithstanding the right of the Developer to protest, any reimbursements due pursuant to this Agreement shall be withheld by the City until such protest or contest reaches final resolution.

**3.4 Maintenance Bonds:** The Developer or the contractor shall provide the City with a Maintenance Bond in the amount of One Hundred Percent (100%) of the contract price for work on the Public Improvements, which bond shall be made in favor of the City and the Developer for a period of two (2) years from the date of acceptance of the public improvements by the City. The Maintenance Bond shall be executed by an approved surety company authorized to do business in the State of Texas. The Developer shall furnish original proof of the Maintenance Bond to the City's Risk Manager, which is clearly labeled with the contract name and City department; and, also furnish original proof of the Maintenance Bond to the City Attorney as condition of payment under this Agreement.

**3.5 Park Dedication/Transfer:**

(a) This Agreement shall only be effective upon or after the transfer of the Parks and Open Space Land, to the City by the Castle Hills Master Association as set forth in Section 6.1 herein. Such transfer shall be by special warranty deed and delivery to the City of a quit claim deed by all parties in the chain of title for the Parks and Open Space Land.

(b) Upon dedication to the City, all capital improvement and replacement costs of the Park and Open Space Land and the improvements thereon shall be the responsibility of the City, in the City's discretion.

(c) The City agrees to maintain the Parks and Open Space Land to a Class "A" standard level of care as set forth in City policy. The City agrees to separately bid the contract for the Class "A" maintenance of the Parks and Open Space Land separately from any other parks and open space within the City and shall abide by State purchasing law with respect to such bidding.

(d) On or before annexation, the Developer or a homeowners association ("HOA") may enter into an agreement with the City to provide additional maintenance or landscaping of the Park and Open Space Land above the Class "A" standard, at no cost to the City, pursuant to a license agreement between the City and the Developer or an HOA.

**3.6 Approval of Annexation:** The Parties acknowledge that each of the Districts is an independent political subdivision of the State operated by its own board of directors with voting powers independent from the Developer. Districts 1-B, 1-D and 1-F have approved the Third Amendment to the Strategic Partnership Agreement. While the Developer has no control over the voting powers of the Districts, the Developer agrees not to take any actions that would negatively influence the remaining Districts in their approval of the Third Amendment.

**ARTICLE IV.**  
**REPRESENTATIONS AND WARRANTIES**

**4.1 Representations and Warranties of City.**

The City makes the following representations and warranties for the benefit of the Developer:

(a) **Due Authority; No Conflict:** The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) **Due Authority; No Litigation:** No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

**4.2 Representations and Warranties of Developer:**

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) **Due Organization and Ownership:** The Developer is a Texas limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of the Developer is authorized to enter into this Agreement.

(b) **Due Authority; No Conflict:** The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable

law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) **Consents:** No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto. The Parties agree that this Agreement is contemplated in the context of and conditioned upon the annexation of the Development, which the Parties agree that such annexation is not wholly within the Developer's control. The full annexation of the land within the Development on or before December 31, 2021 is a condition precedent to this Agreement becoming effective, as set forth in Sections 6.1 and 6.2 herein.

(d) **Litigation/Proceeding:** To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated to enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) **Legal Proceedings:** To the best knowledge of the Developer, after reasonable inquiry, no preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and no statute, rule, regulation, or executive order promulgated to enacted by a governmental entity, shall be in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

## **ARTICLE V.**

### **DEFAULT AND REMEDIES**

#### **5.1 Developer Default:**

Each of the following events shall be an "Event of Default" by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it (other than the payment of Impositions and Assessments) as and when the same shall become due



and payable and shall not cure such default within one hundred twenty (120) days after the later of the date on which written notice thereof is given by the City to the Developer;

(b) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the TIRZ, if such failure is not cured within one hundred twenty (120) days after written notice by the City;

(c) The Developer shall fail in any material respect to provide maintenance bonds as set forth in Section 3.4.

(d) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement, including any false representation knowingly made to the City with respect to the reimbursements provided herein, and shall not cure such failure within one hundred twenty (120) days after written notice thereof is given by the City to the Developer;

(e) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(f) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(g) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of one hundred twenty (120) consecutive days;

(h) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date;

## **5.2 Notice and Cure Period:**

(a) Upon an Event of Default under this Agreement the defaulting Party shall notify, in writing, the Party alleged to have failed to perform. No Event of Default under this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, with completion of performance within one hundred and twenty (120) days from receipt of such notice.

## **5.3 City's Remedies:**

From and after the occurrence of an Event of Default and during the continuance or existence of such Event of Default, the City may pursue the following remedies:

(a) The City may pursue any of the following remedies with respect to such Event of Default: (i) the remedy of specific performance to cause Developer to cure such Event of Default in accordance with this Agreement, (ii) bring a suit against Developer for the payment to City of any direct actual damages incurred by the City as a result of such Event of Default (but not any consequential, special or exemplary damages), (iii) subject to the remaining provisions of this

Section 5.3, termination of this Agreement or (iv) injunctive relief available under this Agreement or under applicable laws with respect to such Event of Default. Termination or non-termination of this Agreement during a Developer Event of Default shall not prevent the City from suing the Developer for, as provided above, specific performance, actual damages (excluding punitive, special and consequential damages), injunctive relief nor shall any such termination or non-termination impair the City's remedies hereunder with respect to other obligations that expressly survive termination. The City may only terminate this Agreement upon an Event of Default if Developer was (i) provided with thirty (30) days written notice of the default, and (ii) given one hundred and twenty days (120) days from the beginning of the notice period to cure such Event of Default. If, at the end of the 120-day notice and cure period, the City is of the reasonable opinion that Developer is reasonably attempting or in the process of curing the Event of Default, then the City and Developer shall, within thirty (30) days of the end of the notice and cure period, meet in order for Developer to present its timeframe for curing the Event of Default. If Developer's timeframe to cure is acceptable to the City, such acceptance not to be unreasonably withheld, conditioned, or delayed, the City shall extend, in writing, the notice and cure period. If Developer's timeframe to cure is not reasonably acceptable to the City, such acceptance not to be unreasonably withheld, conditioned, or delayed, this Agreement shall be deemed terminated. Upon such a termination by the City, the Developer shall assign to the City, without additional representation or warranty from Developer, any of its contracts and agreements related to the Public Improvements requested by the City to be so assigned (to the extent such contracts and agreements do not include or relate to any other construction or infrastructure work not constituting the Public Improvements). The City shall reimburse the Developer for Public Improvements completed and accepted or Reimbursement Requests and Economic Development Payments (and their corresponding Economic Development Agreements) approved by the City, prior to the effective date of such termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations on behalf of Developer and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs and shall thereafter bear interest at the rate specified in this Agreement until paid.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy permitted hereunder shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity, but without duplication of recoveries.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

#### **5.4 City Default:**

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it, including Reimbursement Requests approved by the City.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money.

(c) The City shall fail to fully and accurately keep a proper separate accounting of the any funds that are the subject of, or that are subject to, this Agreement.

#### **5.5 Developer's Remedies:**

Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages available under Section 5.6 of this Agreement and termination of this Agreement:

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

#### **5.6 Limited Waiver of Immunity:**

(a) The City and the Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, the City's immunity from suit is waived only as set forth in such statute.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to direct actual damages in an amount not to exceed the balance due and owed by City or the Developer under this Agreement and with respect to the City, is payable solely from available TIRZ revenue;

(ii) The recovery of damages against City or the Developer is limited to, direct actual damages and shall not include consequential, special, or exemplary damages; and

(iii) The Developer is entitled to seek specific performance against the City.

#### **5.7 Limitation on Damages:**

In no event shall any Party have any liability under this Agreement for any exemplary or consequential or special damages.

## 5.8 Waiver:

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

## **ARTICLE VI. TERM OF AGREEMENT**

6.1 **Term:** This Agreement becomes effective on the date that all of the following conditions are met, but in no event not later than December 31, 2021 if, on or before December 31, 2021: (a) the City has fully annexed the lands within each and all of the Districts and (b) the Parks and Open Space Land has been dedicated to the City, contingent upon annexation of the Districts into the City (the “Effective Date”). If this Agreement becomes effective, it shall expire the earlier of the following to occur: (i) the reimbursement to the Developer of the Project Costs up to the maximum amount authorized in Section 2.1 upon completion of the Public Improvements, and the payment to the Developer for Economic Development Projects up to the maximum amount authorized in Section 2.1 or (ii) the expiration of the Zone, (December 31, 2048).

## 6.2 Termination:

(a) If annexation does not occur on or before December 31, 2021 pursuant to the approval of that certain 3<sup>rd</sup> Amendment to the Strategic Partnership Agreement between the City and Denton County Fresh Water Supply Districts No. 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G and 1-H (the “Districts”), providing for full purpose annexation by the City as described therein or the Parks and Open Space Land have not been dedicated to the City on or before December 31, 2021, then the Parties agree that this Agreement shall never become effective. The Original Agreement, however, shall remain in full force and effect in such event.

## **ARTICLE VII. INDEMNIFICATION**

7.1 THE DEVELOPER AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THIS AGREEMENT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS OR THIS AGREEMENT, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY. THE DEVELOPER AGREES THAT ANY INSURANCE CARRIER INVOLVED SHALL NOT BE ENTITLED TO SUBROGATION UNDER ANY CIRCUMSTANCES AGAINST THE CITY, ITS OFFICERS, OFFICIALS, AND EMPLOYEES.

**7.2 Employee Litigation:** In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the Developer, any contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer, or any such contractor, subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.

## **ARTICLE VIII. MISCELLANEOUS**

**8.1 Supersedes Original Agreement:** If and when this Agreement becomes effective, this Agreement shall supersede and replace the Original Agreement in all respects with the exception of the circumstances set forth in Section 6.2 herein. If this Agreement does not become effective pursuant to conditions set forth in Section 6.1, then the Original Agreement shall remain in full effect.

**8.2 Article and Section Headings:** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

**8.3 Venue and Choice of Law:** Texas law shall govern interpretation of this Agreement and all disputes hereunder. The Agreement is to be performed in Denton County, Texas, and venue for any dispute between the parties shall be fixed in Denton County, Texas.

**8.4 Signature Authority:** The persons executing this Agreement are authorized to sign this Agreement on behalf of the party for which they sign, and have the express power to bind the parties for which they sign.

**8.5 Notice:** Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail or other reliable courier to the addresses listed below. A party may, by written notification to the other party, change the address for notices to the party under this Agreement.

**Notice to the City of Lewisville shall be sent to:**

City Manager's Office  
 151 W. Church Street  
 Lewisville, Texas 75057

**Notice to the Developer shall be sent to:**

Bright Realty, LLC  
 ATTN: Eric Stanley  
 4400 SH 121, Suite 900  
 Lewisville, Texas 75056

**8.6 Assignment:**

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements, may be assigned to an Affiliate without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to make any representations or to consent to any such Assignment.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make simultaneous partial payments to more than two parties as a result of an assignment. The City shall not be required to make any representations or to consent to any such Assignment; provided, however, the City Manager or any designee thereof, may respond in writing acknowledging receipt of the written notice provided for in this subsection (b).

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City, and (b) to any person or entity with the City Representative's prior written consent (which consent shall not be unreasonably withheld,



conditioned, or delayed). If the City fails to provide the Developer or assignee with a reasonable written objection to a collateral assignment request with thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given an additional sixty (60) days to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

(d) The City does not and shall not consent to nor participate in any third-party financing through a conduit issuer or similar model based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or the Reimbursement Agreement.

**8.7 No Acceleration:** Any payments made or due pursuant to this Agreement or remedies thereunder shall not be subject to acceleration; provided, however, if the Developer files for bankruptcy protection, all amounts due to the City are hereby accelerated and are immediately due and owing.

**8.8 Agreement and Binding Authority:** This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

**8.9 Severability; Waiver:**

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

(b) Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**8.10 No Third-Party Beneficiaries:** The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

**8.11 No Joint Venture:** Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

**8.12 Legal Costs:** In the event City is required to employ an attorney or to use an attorney currently in its employ to enforce a provision of this Agreement or any part hereof, or is required to commence proceedings at law or in equity to enforce or interpret the provisions hereof, City shall be entitled to recover reasonable legal costs from the Developer.

**8.13 Future District Debt:** In consideration for the reimbursement to the Developer pursuant to this Agreement, the Developer agrees to the following

(a) The Developer will not seek reimbursement for any additional public improvement costs from any District that would create an obligation on the part of that District which would not be fully paid or discharged by November 15, 2021 or the date of annexation, whichever comes first;

(b) The Developer will not request the City or any District to issue debt obligations to reimburse the Developer for any public improvement from the Effective Date of this Agreement through the date of annexation by the City;

(c) The Developer agrees that it will not enter into any contract with any District or request that any District enter into any contract that would create a payment or reimbursement obligation on the part of that District that would not be fully paid or discharged by November 1, 2021; and

(d) The Developer agrees that any remaining payment obligation or reimbursement obligation currently due the Developer from any District existing as of the date of annexation shall be extinguished and forgiven by the Developer as of such date.

**8.14 Waiver:** In consideration of the payment of Developer Reimbursements pursuant to this Agreement, the Developer hereby waives the application and requirements of Section 43.0715 Texas Local Government Code, as amended and any rights they may have thereunder.

**8.15 Extinguishment of Assessments:** Assessments shall continue to be paid at the time a building permit is issued by the City for an applicable lot subject to assessment. The City agrees that any Assessments that have been levied in excess of the amounts necessary to pay debt service

attributable to the assessments for the District Debt under any existing master or supplemental trust indenture shall be extinguished.

**8.16 Setting of Tax Rate:** If District 1-G and District 1-H do not set a debt tax rate sufficient to fully pay all debt service due with respect to each District in Fiscal Year 2021-2022, the Developer shall fund the deficits no later than the date annexation occurs by transfer to the City of such funds, which funds shall be held in a segregated account and used by the City only to pay debt service on the City's debt allocable to District 1-H and District 1-G for Fiscal Year 2021-2022. In calculating such tax rate the District may take into account any unreserved cash on deposit in District accounts, but specifically excluding any funds held under an indenture, including any debt service reserve funds. If such funds are not transferred by the date of annexation, the City may deduct from the reimbursement to be paid to the Developer pursuant to this Agreement, the amount of the deficit not paid by the Developer from the City Reimbursement Account. Any amounts paid to the City pursuant to this Section 8.15 are not eligible for reimbursement pursuant to this Agreement.

**8.17 Anti-Boycott Verification:** The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

**8.18 Iran, Sudan and Foreign Terrorist Organizations:** The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

8.19 **TIRZ Bonds:** The City reserves the right at any time, and at the sole discretion of the City Council, to issue bonds pursuant to the Act for the purpose of reimbursing or paying any portion of the amount due to the Developer pursuant to this Agreement.

8.20 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

*(execution block on the next page)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LEWISVILLE, TEXAS**

By: \_\_\_\_\_  
Donna Barron  
City Manager

ATTEST:

\_\_\_\_\_  
Julie Worster, City Secretary

APPROVED AS TO FORM:

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

**CITY OF LEWISVILLE TAX INCREMENT REINVESTMENT ZONE NUMBER 3**

By: \_\_\_\_\_  
\_\_\_\_\_, Board President

**BRIGHT REALTY, LLC**

BY: \_\_\_\_\_

**EXHIBIT A**  
**REIMBURSEMENT PAYMENT REQUEST**  
**REIMBURSEMENT REQUEST NO. \_\_\_\_**

Reference is made to that certain TIRZ Reimbursement Agreement by and between the City and the Developer dated as of \_\_\_\_\_ (the “Agreement”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

The undersigned is an agent for \_\_\_\_\_, a Texas limited partnership (the “Developer”) and requests reimbursement to the Developer (or to the person designated in writing by the Developer) from the City Tax Increment, the City Base Increment and the County Tax Increment as set forth in herein, in the Tax Increment Fund related to the creation, acquisition, or construction of certain Public Improvements as set forth in the Agreement.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Reimbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Agreement, and (ii) are consistent with and within the costs identified for such Public Improvements as set forth in the Agreement.
4. The Developer is in compliance with the terms and provisions of the Agreement.
5. The Developer has timely paid all ad valorem taxes it owes or an entity the Developer controls owes, that is located in the Zone and has no outstanding delinquencies.
6. All conditions set forth in the Agreement for the payment hereby requested have been satisfied.



7. The work with respect to the Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected and accepted such Public Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested are as follows:**

Public Improvement Designation (Water, Sewer, Storm Drainage or Road)	Description of Public Improvement	Total Cost of Public Improvement Reimbursement Request	Amount Available for Reimbursement pursuant in City Reimbursement Account	Amount Available for Reimbursement pursuant in County Reimbursement Account	Remaining Amount Available for Reimbursement After Payment of Reimbursement Request

Attached hereto are invoices, receipts, purchase orders, change orders, evidence of payment of invoices including “all bills paid” affidavits, and similar instruments which support and validate the above requested payments. Also attached hereto are **“bills paid” affidavits and supporting documentation** in the standard form for City construction projects.

Attached hereto is a certification by a licensed engineer or architect that the Public Improvements to which the Reimbursement Request related have been completed in compliance with the Governing Regulations.

**Payments requested hereunder shall be made as directed below:**

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Exhibit A

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVAL OF REQUEST**

The City is in receipt of the attached Reimbursement Request, acknowledges the Reimbursement Request, and finds the Reimbursement Request to be in order. After reviewing the Reimbursement Request, the City approves the Reimbursement Request to the extent set forth below and authorizes and directs payment in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer in writing.

<b>Public Improvement Designation (Water, Sewer, Storm Drainage or Road)</b>	<b>Description of Public Improvement</b>	<b>Amount Available for Reimbursement pursuant City Reimbursement Account</b>	<b>Amount Available for Reimbursement pursuant County Reimbursement Account</b>	<b>Total Amount Approved for Payment from City Reimbursement Account</b>	<b>Total Amount Approved for Payment from County Reimbursement Account</b>	<b>Remaining Amount Available for Reimbursement After Payment</b>

**CITY OF LEWISVILLE, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT B

## PARK AND OPEN SPACE LAND

#	CAD Acct #	Owner	Address	Neighborhood	Phase	Section	Block	Lot	Acres	Land	Impr	Total	2020 Taxes Paid	Acct Opened	Deed
1	200444	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	B	Z	1	1.0331	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
2	200247	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	A	AA	1	0.6869	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
3	214777	Castle Hills Master Association, Inc.	Merlin Dr.	Castle Hills	II	A	H	1	1.2778	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
4	219634	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	C	F	1	3.8285	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
5	682801	Castle Hills Master Association, Inc.	Damsel Caitlyn Dr.	Castle Hills	7	A	A	22X-R	0.7965	\$ -	\$ -	\$ -	\$ -	2017	2019-134404
6(A)	223537	Castle Hills Master Association, Inc.	Lady Carol Ln.	Castle Hills	III	A	B	14	0.1742	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
6(B)	223608	Castle Hills Master Association, Inc.	Lady Carol Ln.	Castle Hills	III	A	B	14	2.0117	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
7	671650	Castle Hills Master Association, Inc.	Elsa Ave.	Castle Hills	9	A	A	3X	1.4624	\$ -	\$ -	\$ -	\$ -	2016	2019-134404
8	583891	Castle Hills Master Association, Inc.	Lady De Vance Ln.	Castle Hills	III	B	D	23R	1.2682	\$ -	\$ -	\$ -	\$ -	2009	2013-17885
9	273437	Castle Hills Master Association, Inc.	Almsbury Ln.	Castle Hills	IV	B	A	41	0.2309	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
10	250368	Castle Hills Master Association, Inc.	620 King Lionel Ln.	Castle Hills	IV	A	I	14	0.3479	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
11	250170	Castle Hills Master Association, Inc.	822 Stony Passage Ln.	Castle Hills	IV	A	A	17	0.2761	\$ 1.00	\$ -	\$ 1.00	\$ -	2007	2013-17885
12	224047	Castle Hills Master Association, Inc.	Queen Margaret Dr.	Castle Hills Community Center			B	2	4.1802	\$ -	\$ -	\$ -	\$ -	2007	2017-63922
13	224048	Castle Hills Master Association, Inc.	2601 Kin Pelles Dr.	Castle Hills Community Center			B	3	0.21	\$ -	\$ -	\$ -	\$ -	2007	2017-63922
14	273563	Castle Hills Master Association, Inc.	Windsor Castle Way	Castle Hills	IV	B	F	21	0.2124	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
15(A)	219542	Castle Hills Master Association, Inc.	Round Table Blvd.	Castle Hills	II	C	A	40R (PT)(W10)	2.2606	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
15(B)	219543	Castle Hills Master Association, Inc.	Round Table Blvd.	Castle Hills	II	C	A	40R (PT)(W12)	1.3099	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
16	223709	Castle Hills Master Association, Inc.	King Mark Dr.	Castle Hills	III	A	1	10	0.6174	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
17	214776	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	A	G	5	2.5166	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
18	223124	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	D	C	28	1.5577	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
19	631912	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	P	1X	0.584	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
20	631913	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	R	1X	0.3017	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
21	631914	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	Q	1X	0.2455	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
22	749990	CH PH 10A 66 LLC	620 Somerset Dr.	Castle Hills	10	LV Addn	L	1X	0.268	\$ -	\$ -	\$ -	\$ -	2019	2019-95721
23	528968	Castle Hills Master Association, Inc.	2011 Joyous Cir.	Castle Hills	V	A	F	11X	0.1333	\$ 1.00	\$ -	\$ 1.00	\$ -	2008	2013-17890
24	273129	Castle Hills Master Association, Inc.	Lady Cornwall Dr.	Castle Hills	III	B	B	17	0.7339	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
25	528809	Castle Hills Master Association, Inc.	448 Four Stones Blvd.	Castle Hills	V	A	A	9X	0.2611	\$ 1.00	\$ -	\$ 1.00	\$ -	2008	2013-17890
26	528958	Castle Hills Master Association, Inc.	449 Four Stones Blvd.	Castle Hills	V	A	F	1X	0.2566	\$ 1.00	\$ -	\$ 1.00	\$ -	2008	2013-17890
27	528946	Castle Hills Master Association, Inc.	Glastonburg Ln.	Castle Hills	V	A	E	1X	0.2009	\$ -	\$ -	\$ -	\$ -	2008	2013-17890
28	528956	Castle Hills Master Association, Inc.	420 Lavaine Ln.	Castle Hills	V	A	E	11X	0.2146	\$ -	\$ -	\$ -	\$ -	2008	2013-17890
29	528836	Castle Hills Master Association, Inc.	413 Lavaine Ln.	Castle Hills	V	A	A	36X	0.3255	\$ -	\$ -	\$ -	\$ -	2008	2013-17890
30	282128	Castle Hills Master Association, Inc.	Queen Elizabeth Blvd.	Castle Hills	II	C	A	24R	0.8563	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
31	286413	Castle Hills Master Association, Inc.	King Arthur Blvd.	Castle Hills	II	E	C	1XR	0.5319	\$ 1.00	\$ -	\$ 1.00	\$ -	2007	2013-17885
32	223138	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	D	E	6	0.2256	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
33	223134	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	D	E	2	0.1868	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
34	671690	Castle Hills Master Association, Inc.	2502 Damsel Eve Dr.	Castle Hills	9	A	B	12X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
35	671707	Castle Hills Master Association, Inc.	2503 Olive Branch	Castle Hills	9	A	B	29X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
36	671729	Castle Hills Master Association, Inc.	2438 Olive Branch	Castle Hills	9	A	C	11X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
37	671748	Castle Hills Master Association, Inc.	2439 Hunters Blvd.	Castle Hills	9	A	C	30X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
38	671793	Castle Hills Master Association, Inc.	2502 Hunters Blvd.	Castle Hills	9	A	D	12X	0.0799	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
39	671810	Castle Hills Master Association, Inc.	2447 Saffire Way	Castle Hills	9	A	D	29X	0.0799	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
40	200287	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	A	E	9	0.2342	\$ -	\$ -	\$ -	\$ -	2007	2013-17855
41	200246	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	A	A	31	0.3547	\$ -	\$ -	\$ -	\$ -	2007	2013-17855
42	620018	Castle Hills Master Association, Inc.	Westminster Dr.	Castle Hills	VI	B	D	8XR	0.1977	\$ -	\$ -	\$ -	\$ -	2009	2013-17890
43	631521	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	A	50X	0.369	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
44	631520	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	A	36X	0.0799	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
45	750006	CH PH 10A 66 LLC	613 Somerset Dr.	Castle Hills	10	LV Addn	M	13X	3.1174	\$ -	\$ -	\$ -	\$ -	2019	2019-95721
46	750025	CH PH 10A LLC	329 Somerset Dr.	Castle Hills	10	LV Addn	M	30X	0.0558	\$ -	\$ -	\$ -	\$ -	2019	n/a
47	749993	CH PH 10A LLC	n/a	Castle Hills	10	LV Addn	S	1X	0.1469	\$ -	\$ -	\$ -	\$ -	2019	n/a
48	749992	CH PH 10A LLC	n/a	Castle Hills	10	LV Addn	R	1X	0.146	\$ -	\$ -	\$ -	\$ -	2019	n/a
49	749991	CH PH 10A 66 LLC	4000 Morel Dr.	Castle Hills	10	LV Addn	Q	1X	0.0972	\$ -	\$ -	\$ -	\$ -	2019	2019-95721
50	286407	Castle Hills Master Association, INC	Seven Shields Ln.	Castle Hills	2	E	B	21XR	0.1735	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17885
51	250252	Castle Hills Master Association, INC	n/a	Castle Hills	4	A	E	1	0.2085	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17885
52	250291	Castle Hills Master Association, INC	2458 Sir Lovel Ln.	Castle Hills	4	A	E	40	0.1583	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17885
53	496203	Bright Realty LLC	N Umberland Dr	Castle Hills	6	A	B	15X	0.0764	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
54	496237	Castle Hills Master Association, INC	N Umberland Dr	Castle Hills	6	A	C	11X	0.1501	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
55	496174	Castle Hills Master Association, INC	Cole Castle Dr.	Castle Hills	6	A	A	15X	0.0764	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
56	620082	Castle Hills Master Association, INC	Vagon Castle Ln.	Castle Hills	6	C	D	7XR	0.265	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
57	620066	Castle Hills Master Association, INC	Bans Crown Blvd.	Castle Hills	6	C	C	12XR	0.073	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
58	750033	CH PH 10A LLC	225 Somerset Dr.	Castle Hills	10	M		38X	0.0518	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
59	750018	CH PH 10A LLC	425 Somerset Dr.	Castle Hills	10	M		23X	0.0517	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
60	749994	CH PH 10A 66 LLC	Lady Bettye Dr.	Castle Hills	10	M		1X	0.2124	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95721
61	750040	CH PH 10A 66 LLC	217 Lady Tessala Ave.	Castle Hills	10	N		1X	0.1949	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95720
62	750054	CH PH 10A 66 LLC	313 Lady Tessala Ave.	Castle Hills	10	O		1X	1.491	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95720
63	750091	CH PH 10A 66 LLC	3901 Morel Dr.	Castle Hills	10	P		1X	0.1141	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95720
64	749948	CH PH 10A LLC	701 Lady Tessala Ave.	Castle Hills	10	I		22X	0.1037	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
65	749983	CH PH 10A LLC	721 Carlisle Dr.	Castle Hills	10	J		11X	0.0827	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
66	749966	CH PH 10A LLC	773 Lady Tessala Ave.	Castle Hills	10	I		40X	0.133	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
67	749932	CH PH 10A LLC	768 Carlisle Dr.	Castle Hills	10	I		60X	0.0829	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
68	749719	Breco Lands CH, LLC / CH PH 10B LLC	1100 Lady Tessala Ave.	Castle Hills	10	A		28X	0.0826	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
69	749751	Breco Lands CH, LLC / CH PH 10B LLC	3512 Damsel Brooke St.	Castle Hills	10	A		17X	0.0837	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
70	749755	Breco Lands CH, LLC / CH PH 10B LLC	1208 Dragon Banner Dr.	Castle Hills	10	B		1X	0.7684	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
71	749735	Breco Lands CH, LLC / CH PH 10B LLC	1208 Calburn Ct.	Castle Hills	10	A		1X	1.6365	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
72	631519	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	A	22X	0.0802	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
73	631646	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	9X	0.0799	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
74	631647	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	24X	0.0799	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
75	631648	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	43X	0.0799	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
76	631649	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	62X	0.1119	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
77	631650	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	67X	0.0568	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
78	631901	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	N	10X	0.1422	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
79	n/a	Not designated as a lot on DentonCAD		Castle Hills	5	A	A	42X	0.5704						
80	n/a	Not designated as a lot on DentonCAD		Castle Hills	5	A	C	53X	0.4843						
81	750046	CH PH 10A 66 LLC	3921 Dame Ragnel Dr.	Castle Hills	10		N	7XR	0.0664	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-113380

81 Lots (83 Parcels): 44.8910 acres



### **Appendix III – Economic Development Agreement**

*[Remainder of page left intentionally blank.]*

## ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (this "Agreement") is executed between Bright Realty, LLC, a Texas limited liability company (the "Developer") and the City of Lewisville (the "City"), each a "Party" and collectively the "Parties" to be effective only if the TIRZ Reimbursement Agreement (as defined herein) becomes effective, according to its terms (the "Effective Date").

### ARTICLE I. RECITALS

**WHEREAS**, City has designated a certain area as Reinvestment Zone Number 3 for Tax Increment Financing (hereinafter, the "Zone") and has adopted the Final TIRZ Plan (defined herein) for Zone to provide partial public financing of projects for public improvements and enhanced infrastructure within the Zone; and

**WHEREAS**, the Zone encompasses 708 acres of land currently overlaid by two fresh water supply districts (Denton County Fresh Water Supply District No. 1-G and Denton County Fresh Water Supply District No. 1-H, together, the "Zone Districts") and is part of a master planned mixed use development known as (the "Castle Hills Development"), which is currently located wholly within the extraterritorial jurisdiction of the City). The boundaries of the Zone are set forth in that certain Ordinance No. 0087-18-ORD creating the Zone; 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 grants and reimbursements provided to the Developer under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the City; and (v) promoting development within the City; and

**WHEREAS**, the City and the Zone have an interest in creating jobs 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 grants provided by imposing on the Developer conditions and performance standards that are prerequisites to the Developer receiving any grant; 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 authorizes this Agreement as part of the Program; and

**WHEREAS**, the Developer desires to participate in the Program by entering into this Agreement; and



**WHEREAS**, the Board of Directors of the Zone and the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program and that the Developer's 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.

**NOW THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

## **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 the Board of Directors of the Zone, 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.** As used in this Agreement, the following terms shall have the following meanings, to-wit:

"1996 Agreement" means that certain agreement by and between the City, Bright Farm Partnership, L.P., Denton County Fresh Water Supply District No. 1-A and Denton County Fresh Water Supply District No. 1-B dated April 1, 1996.

"City Base Increment" shall have the meaning ascribed in the TIRZ Reimbursement Agreement.

"City Fees" means all one-hundred percent (100%) of the total fees paid by the Developer to the City to obtain a building permit, including water and wastewater impact fees and inspection fees.

"City Park Fees" means fees and park dedication requirements as set forth in Section 6-36 of the Lewisville Code of Ordinances, which is imposed on residential development to assure that park facilities, including trails, are available and adequate to meet the needs created by such development while maintaining current and proposed park and recreation standards pursuant to the City's Park Master Plan and Trails Master Plan. City Park Fees consist of a parkland dedication requirement and a park development fee.

"City Tax Increment" means 100% of the ad valorem property taxes levied and collected by the City for that year in the captured appraised value of real property taxable by the City and located within the Zone reduced by reasonable, ordinary and customary expenses of the TIRZ, including

expenses to establish and administer the Zone. For the avoidance of doubt, the City Tax Increment does not include the City Base Increment.

“Crown Centre Improvements” means the required vehicular routes, pedestrian spine trail and/or open space as those terms are defined in the Crown Centre Development Regulations adopted by the City on February 17, 2020 and depicted on Exhibit A attached hereto.

“Developer” means Bright Realty LLC, a Texas limited liability company, as the successor to Bright Farm, L.P., its successors and assigns.

“District(s)” means the following: Denton County Fresh Water Supply District No. 1-A, Denton County Fresh Water Supply District No. 1-B, Denton County Fresh Water Supply District No. 1-C, Denton County Fresh Water Supply District No. 1-D, Denton County Fresh Water Supply District No. 1-E, Denton County Fresh Water Supply District No. 1-F, Denton County Fresh Water Supply District No. 1-G, and Denton County Fresh Water Supply District No. 1-H.

“Economic Development Account” means an account at the City into which the transfers of the City Tax Increment is deposited pursuant to the terms of the TIRZ Reimbursement Agreement.

“Eligible Corporate Office Lease” means a Lease with a corporate tenant that contains the following provisions:

- (i) The lease term must be a minimum of seven (7) years in length if the space is leased.
- (ii) At least 25,000 square feet of space must be leased, purchased or constructed.
- (iii) The corporate tenant must be either (i) moving into the City from another city, (ii) moving from another location within the City if the total square footage leased by the tenant is increasing by more than twenty-five percent (25%) over the prior location, or (iii) have demonstrated or made representations that the tenant intends to move from the City to another jurisdiction.
- (iv) The corporate tenant must not be the Developer or an affiliate thereof.

“Final TIRZ Plan” means the “Amended and Restated Final Project Plan and Reimbursement Zone Financing Plan, Tax Increment Reinvestment Zone No. 3, City of Lewisville, Texas,” dated August 16, 2021, approved by the Board and approved by the City Council on August 16, 2021.

“Grant Cap” means an amount not to exceed \$54,000,000.

“Impositions and Assessments” means all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by a public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority against Developer or its affiliates or any property or any business owned by Developer or its affiliates within City.

“Person” means an individual, corporation, general or limited partnership, limited liability company, trust, estate, unincorporated business, organization, association or any other entity of any kind.

“Planned Development District” or “PD” means a zoning scheme enacted pursuant to State law and City ordinance that authorizes development standards and land use in an area of the City.

“Realm Improvements” means those required private vehicular routes, pedestrian spine trails and/or open space as those terms are defined in a planned development ordinance to be approved by the City for the development known as “The Realm”.

“Structured Parking” means a multiple story building construction for the temporary parking of vehicles.

“TIRZ Reimbursement Agreement” means that certain Amended and Restated TIRZ Reimbursement Agreement between the Developer, the Zone and the City dated August 16, 2021.

Capitalized Terms Not Otherwise Defined. All capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the TIRZ Reimbursement Agreement.

### **ARTICLE III. ECONOMIC DEVELOPMENT GRANTS AND REIMBURSEMENTS**

3.1 Funds Available for Grants and Payments. All grants and payments made pursuant to this Agreement are payable solely from the City Tax Increment and the City Base Increment, if and when available, pursuant to the flow of funds set forth in Section 2.2 of the TIRZ Reimbursement Agreement, up to the limits set forth in Article II of the TIRZ Reimbursement Agreement. In the event of a conflict between this Agreement and the TIRZ Reimbursement Agreement, the TIRZ Reimbursement Agreement controls.

3.2 Structured Parking Garage Grant. Subject to available funds, the City and the Zone shall reimburse the Developer for the construction costs of Structured Parking within the Zone up to an amount equal to \$15,000 per parking space. In order to receive such reimbursement, the Developer must construct the Structured Parking pursuant to all applicable zoning and regulations, including any applicable PD, and have received a certificate of occupancy from the City. Upon completion of the Structured Parking, a signed letter from a licensed engineer confirming the total number of parking spaces constructed in the applicable Structured Parking must be submitted to the City and the Zone. The Developer must also submit as-built drawings of the Structured Parking that clearly identifies the parking spaces within the Structured Parking. Reimbursement shall be made quarterly from available City Tax Increment until the total cost of \$15,000 per each parking space has been reimbursed, subject to the Grant Cap.

3.3 Corporate Relocation Incentive Grant.

(a) Subject to available funds, the City and the Zone shall grant to the Developer funds in the amount of \$1,000,000 for each new Eligible Corporate Office Lease within the Zone as an economic development incentive to attract new businesses to the City and prevent the relocation of existing business from the City. Alternatively, if a corporate tenant elects to purchase or construct an office building that otherwise conforms to the requirements of an Eligible Corporate Office Lease, such purchase or construction shall be eligible for an economic development incentive grant pursuant to this Agreement.

(b) Subject to available funds, in addition to the incentive set forth in (a) above, the City and the Zone shall grant an additional \$500,000 to the Developer as an economic development incentive for each instance in which the Eligible Corporate Office Lease for which an incentive is paid pursuant to (a) above, is a national or regional headquarters for the tenant. Alternatively, if a corporate tenant elects to purchase or construct an office building that otherwise conforms to the requirements of an Eligible Corporate Office Lease and is a national or regional headquarters, such purchase shall be eligible for an economic development incentive grant pursuant to this Agreement.

(c) To receive the incentive grant pursuant to this Section, the corporate tenant subject to an Eligible Corporate Office Lease must physically occupy the leased space, and the Developer must submit the following to the City and the Zone:

(i) An executed copy of the Eligible Corporate Office Lease conforming to the requirements thereof, (or the purchase and sale agreement for the office building to be occupied in the event a tenant purchases the office building or land where the office building will be located, if an office building is to be constructed);

(ii) A description of the company and identification of its headquarter location;

(iii) Evidence of the prior location of the tenant;

(iv) If the incentive is given to a corporate tenant already in the City but that is expanding the square footage of its office by at least 25%, evidence of the percentage of expansion of space leased (or occupied by the tenant in the event of a sale of an office building or portion thereof);

(v) A copy of a certificate of occupancy issued by the City to occupy the office building; and

(vi) If the incentive is given to a corporate tenant who was otherwise leaving the City, evidence of such intent to relocate outside of the City.

(d) An incentive grant pursuant to this section will not be made by the City and the Zone for Eligible Corporate Offices Leases or any purchase or construction of an office building relating to any of the following:

(i) Sexually oriented businesses or adult entertainment;

(ii) Businesses relating to the sale of material or services of a prurient nature;  
and

(iii) Any political or non-profit organization.

Payments shall be made quarterly from available City Tax Increment subject to the Grant Cap.

3.4 Infrastructure Reimbursement. Subject to available funds, the City and the Zone shall provide an incentive grant to reimburse the construction costs of the Crown Center Improvements and the Realm Improvements. In order to receive the infrastructure reimbursement, the Developer must submit receipts and invoices for the construction of the Crown Center Improvements and the Realm Improvements along with a letter from a licensed engineer confirming the construction costs of the improvements and that such costs were incurred. Payments shall be made quarterly from available City Tax Increment, subject to the Grant Cap.

3.5 City Fee Reimbursement. Subject to available funds, the City and the Zone shall reimburse the Developer from the City Tax Increment in an amount of equal to the amount of City Fees paid by the Developer for development within the Zone. In order to receive such reimbursement, the Developer must provide receipts of their payment of such City Fees within the Zone. Reimbursement shall be made quarterly from available City Tax Increment until the amount paid in City Fees has been reimbursed, up to the Grant Cap.

3.6 Waiver of Park Fees. The City shall waive City Park Fees assessed now or in the future, over the Districts, if all parks and greenspace as shown on Exhibit B are dedicated in fee simple by special warranty deed to the City.

3.7 Supporting. Documentation. In addition to the requirements set forth in this Article III, the Developer shall submit such other information as reasonably requested by the City or the Zone in order to receive the funds enumerated in this Article.

3.8 Conditions to Funding. All payments made pursuant to this Agreement shall be conditioned on the following:

(a) Performance of this Agreement. The Developer shall (i) have timely kept and performed all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Developer under the terms of this Agreement and (ii) no Event of Default (as hereinafter defined) by the Developer shall then exist and no event shall exist which, but for notice, the lapse of time, or both, would constitute an Event of Default (as hereinafter defined) by the Developer under the terms of this Agreement;

(b) Performance of TIRZ Reimbursement Agreement. The Developer shall (i) have timely kept and performed all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Developer under the terms of the TIRZ Reimbursement Agreement and (ii) no Event of Default (as defined in the TIRZ Reimbursement Agreement) shall then exist under the terms of TIRZ Reimbursement Agreement and no event shall exist which, but for notice, the lapse of time, or both, would constitute an Event of Default (as defined in the TIRZ

Reimbursement Agreement) by the Developer under the terms of the TIRZ Reimbursement Agreement; and

(c) Performance of Other Agreements. The Developer shall have timely kept and performed all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Developer under the terms of all other agreement(s) now and hereafter existing between the Developer and the City and no default shall then exist under the terms of such agreement(s) and no event shall exist which, but for notice, the lapse of time, or both, would constitute a default by the Developer under the terms of such agreement(s).

3.9 Legislative or Judicial Changes. In the event of any legislative change or judicial interpretation that limits or restricts the City's ability to make the payments described in this Agreement, the payments will conform to such legislative change or judicial interpretation including termination of the Agreement upon the effective date of such limitation or restriction if required to conform to the legislative change or judicial interpretation, and upon termination this Agreement and be of no further force or effect in which event neither the City nor the Zone shall be under no further obligation to pay any payments to the Developer as of the effective date of legislative change or judicial interpretation.

3.10 Availability of City Tax Increment. If funds are not available in the Economic Development Account in any fiscal year for payments under this Agreement, the City and the Zone shall disburse to the Developer from available City Tax Increment on deposit in the Economic Development Account in the current year or at the time of the receipt of the information required for the applicable grant or reimbursement pursuant to this Agreement, and the City and the Zone shall carry forward any deficit or balance of grant or reimbursement to the next fiscal year and reimbursement can occur during such fiscal year from City Tax Increment on deposit in the Economic Development Account.

#### **ARTICLE IV. DEFAULT PROVISIONS**

4.1 Term. This Agreement shall be for a term expiring the earlier of (i) the payments made to the Developer total the Grant Cap; (ii) termination of the TIRZ Reimbursement Agreement, or (ii) termination of this Agreement.

4.2 Events of Default. The following shall be Events of Default (each an "Event of Default") pursuant to this Agreement:

(a) *Events of Default by Developer.* Subject to the notice and cure provisions of this Article, each of the following shall be an Event of Default by the Developer under this Agreement:

(i) The Developer shall fail to pay to the City or the Zone any monetary sum hereby required of it as and when the same shall become due and payable;

(ii) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City or



the Zone), including any false representation made to the City with respect to incentive grants to be made by the City pursuant to Article III herein);

(iii) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(iv) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(v) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(vi) With respect to property owned by the Developer and/or any Affiliates within the Property, the failure by Developer or any Affiliate to pay the amount of valid Impositions and Assessments when due as required by law;

(vii) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date; or

(viii) The occurrence of an "Event of Default" (as set forth in the TIRZ Reimbursement Agreement) by the Developer.

(b) *Events of Default by the City or Zone.* Subject to the notice and cure provisions of this Article, each of the following shall be an Event of Default by the City or Zone under this Agreement:

(i) Subject to the availability of funds and the terms, provisions and conditions of this Agreement and so long as the Developer has complied with the terms and provisions of this Agreement, the City or Zone shall fail to pay to the Developer any monetary sum hereby required of it; or

(ii) The City or Zone shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money.

4.3 Notice and Cure. Before any event described in Article IV of this Agreement shall be deemed to be an Event of Default and a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance. No Event of Default or breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, with completion of performance within thirty (30) days.

4.4 Remedies. Upon the occurrence of any Event of Default, the non-defaulting Party may pursue specific performance and/or termination of this Agreement as its sole and exclusive remedies; provided, however, that (i) specific performance may not be asserted with respect to governmental or legislative actions by the City and (ii) neither Party shall have the right to

terminate this Agreement unless the non-defaulting Party sends a second notice which expressly provides that the non-defaulting Party will terminate this Agreement if the Event of Default is not cured by the defaulting Party within thirty (30) days. An Event of Default by any Party shall not entitle any nondefaulting Party to seek or recover consequential, exemplary or punitive damages.

4.5 Suspension of Payment During Event of Default. Upon the occurrence of an Event of Default by the Developer, or upon the occurrence of an event which, but for notice, the lapse of time or both would constitute an Event of Default by the Developer, all payments made to the Developer pursuant to this Agreement shall be suspended until such time as the Event of Default by the Developer, or the event which, but for notice, the lapse of time or both, would constitute an Event of Default by the Developer, is cured to the satisfaction of the City and the Zone.

4.6 Effect of Termination. Upon termination of this Agreement as a result of an Event of Default, all payments to Developer pursuant to this Agreement shall cease from the date of termination forward, and all City Fees and Park Fees shall be collected from and after the date of termination by the City solely for the City's authorized use. To the extent the Developer has submitted a valid payment request and supporting evidence pursuant to Article III herein prior to the date of termination and the incentive payment has not yet been paid, such incentive payment request shall be paid by the City after termination of the Agreement, subject to the City's right to offset.

4.7 Limitation on Damages. In no event shall any Party have any liability under this Agreement for any exemplary, consequential or punitive damages. In a suit against the City or the Zone for breach of this Agreement, the total amount of money awarded is limited to direct actual damages in an amount not to exceed the amounts owed under this Agreement.

## **ARTICLE V. MISCELLANEOUS**

5.1 Assignment. The Developer shall have the right, from time to time to assign this Agreement, in whole or in part, including any obligation, right, title, or interest of the Developer under this Agreement, to any Affiliate (as defined in the TIRZ Reimbursement Agreement) of the Developer without consent of the City but upon written notice to the City, provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than a total two Persons at any time as a result of any assignment(s) of this Agreement and (c) in the limited case of an assignment of just the Grant payments under this Agreement, to any other person or entity without consent of the City, but upon written notice to the City. Each assignment shall be in writing executed by the Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. No assignment by Developer shall release the Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the assignee and agrees that the

Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Developer shall not be released until the City receives such assignment and further provided that all conditions to the payment of the amounts due to the Developer as set forth in the Agreement shall continue notwithstanding any assignment. An assignee pursuant to (a) and (b) above, shall be considered the "Developer" and a "Party" for the purposes of this Agreement. The City may rely on any notice of assignment received from the Developer without obligation to investigate or confirm the validity or occurrence of such assignment. The Developer waives all rights or claims against the City for any funds provided to an assignee as a result of receipt of a notice of assignment from the Developer, and the Developer's sole remedy shall be to seek the funds directly from the assignee. The City shall not be required to execute any document or make any representations as a result of an assignment by the Developer.

5.2 Encumbrance by Developer and Assignees. The Developer and assignees permitted under the terms of this Agreement have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for any loan in connection with the development of the Property for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any Event of Default by the Developer or any permitted assignee under this Agreement and shall be given thirty (30) days to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a timely cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. No collateral assignment shall relieve the Developer or any permitted assignee from any obligations or liabilities under this Agreement. No collateral assignment to a lender shall require the City to execute any document or make any representations.

5.3 Inspection. The City, its agents and employees, shall have the right to conduct such inspections as deemed reasonably necessary by the City for the purpose of confirming that the Developer is in compliance with the terms, provisions and conditions of this Agreement.

5.4 Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) three (3) days after sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below; (ii) one (1) business day after deposit with a nationally recognized courier service having the ability to track shipping and delivery of notices, including but not limited to, services such as Federal Express or United Parcel Service (UPS); or (iii) on the day actually received if sent by courier or otherwise hand delivered. Any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein.

**Notice to the City of Lewisville and the Zone shall be sent to:**

City Manager's Office  
151 W. Church Street  
Lewisville, Texas 75057

**Notice to the Developer shall be sent to:**

Bright Realty, LLC  
ATTN: Eric Stanley  
4400 SH 121, Suite 900  
Lewisville, Texas 75056

5.5 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

5.6 Authority and Enforceability; Binding Effect. The City represents and warrants that this Agreement has been approved by the City Council and the Board of Directors of the Zone in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. 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 upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

5.7 Entire Agreement; Severability. This Agreement, together with the TIRZ Reimbursement Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

5.8 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Dallas County, Texas. Venue for any action to enforce or construe this Agreement shall be Dallas County, Texas.

5.9 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the

Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.10 Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is construed to be a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, but only to the extent such section is applicable, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

5.11 Iran, Sudan and Foreign Terrorist Organizations.

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

5.12 Ethics Disclosure. Developer represents that it has completed a Texas Ethics Commission (“TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developer and the City has not verified such information.

5.13 Obligations Payable Only from Identified Sources of Funds. The payments and reimbursements payable by the City to the Developer as more fully set forth in this Agreement are payable solely from the City Tax Increment and are not secured by a pledge of ad valorem taxes, financed by the issuance of any bonds or other obligations or are otherwise payable from ad valorem taxes of the City. Neither the City nor any of its appointed or elected officials or any of their officers or employees shall incur any liability hereunder to the Developer, any assignee or any other Person, entity or party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement. Each payment is subject to the availability of City Tax Increment in any year.

5.14 Other Agreements and Remedies. Nothing in this Agreement is intended to constitute a waiver by the City of any remedy the City may have outside this Agreement against Developer or any Assignee. The obligations of the Developer hereunder shall be those as a Party hereto and not solely as an owner of the Property. Nothing herein shall be construed, nor is intended, to affect the City's, the Developer's rights and duties to perform its obligations under other agreements, regulations and ordinances.

5.15 No Waiver of Governmental Powers and Immunities. The City does not waive or surrender any of its governmental powers, immunities or rights and, notwithstanding any provision in this Agreement, this Agreement does not control, waive, limit or supplant the legislative authority or discretion of the City Council of the City.

5.16 No Third-Party Rights. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give any person or entity other than the Parties any rights, remedies or claims under or by reason of this Agreement, and all covenants, conditions, promises and agreements in this Agreement shall be for the sole and exclusive benefit of the Parties.

5.17 Recapture of Incentives. Unless otherwise provided in this Agreement, in the event that the Developer or any assignee of the Developer engages in an act that is an Event of Default, other than Sections 4.2(a)(iii) and (a)(iv), the Developer shall immediately pay to the City, at the City's address set forth in Section 5.04 of this Agreement, or such other address as the City may hereafter notify the Developer in writing, the amount equal to all payments previously paid by the City to the Developer related to the Event of Default, together with interest at the rate equal to the lesser of: (i) the maximum lawful rate; or (ii) five percent (5%) per annum, such interest rate to be calculated on each payment being recaptured from the date each such payment was paid by the City to the Developer until the date repaid by the Developer to the City and such interest rate shall adjust periodically as of the date of any change in the maximum lawful rate.



5.18 Counterparts. This Agreement may be executed in any number of originally or electronically scanned counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.19 Right to Offset. The City shall have the right to offset any amounts due and payable by the City under this Agreement against any debt (including taxes) lawfully due and owing by the Developer to the City, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.

5.20 No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration; provided, however, if the Developer files for bankruptcy protection, all amounts due to the City are hereby accelerated and are immediately due and owing.

5.21 Execution of Agreement by Parties. If this Agreement is not executed by the Developer and the City on or before the date of annexation of the Districts, this Agreement will be null and void and of no force or effect.

5.22 Modification. This Agreement may only be revised, modified or amended by a written document duly signed by the City and Developer. Oral revisions, modifications or amendments are not permitted.

5.23 Termination of Prior Agreement. Upon the execution of this Agreement, the City and the Developer agree that all prior agreements relating to the Zone Districts to which the Developer and the City are a party (with the exception of the TIRZ Reimbursement Agreement which shall remain in effect), are terminated.

5.24 No Partnership or Joint Venture. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership or joint venture between the Parties.

5.25 No Third Party Beneficiaries. The Parties to this Agreement do not intend to create any third party beneficiaries of the contract rights contained herein. This Agreement shall not create any rights in any individual or entity that is not a signatory hereto. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third party beneficiary.

5.26 Non-Collusion. The Developer represents and warrants that neither the Developer nor anyone on the Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**CITY:**

**CITY OF LEWISVILLE, TEXAS**

ATTEST:

\_\_\_\_\_  
Name: Julie Worster  
Title: City Secretary

By: \_\_\_\_\_  
Name: Donna Barron  
Title: City Manager

**CITY OF LEWISVILLE TAX INCREMENT REINVESTMENT ZONE NUMBER 3**

By: \_\_\_\_\_  
\_\_\_\_\_, Board President

**DEVELOPER**

Bright Realty LLC  
a Texas limited liability company

By: \_\_\_\_\_

**CROWN CENTRE DEVELOPMENT REGULATIONS****Crown Centre Development Standards****Section 1. Purpose & Intent**

The purpose of the Crown Centre Development Standards, hereafter known as the CCDS, is to support development of Crown Centre into a pedestrian-oriented, mixed-use urban development environment, with convenient access to regional highways, shopping, employment, housing, and regional retail services. The goal of the CCDS is to promote an efficient, compact land use pattern; encourage pedestrian activity; reduce the reliance on private automobiles; and provide a more functional and attractive community through the use of recognized principles of urban design.

- 1.1 Support Economic Development: The CCDS are created to support economic development, sustainable tax base, and job creation by establishing adjacency predictability of private development that supports and leverages investment in and around Sam Rayburn Tollway (SRT) and SH 121 Business.
- 1.2 Implement the Castle Hills Commercial Design Guidelines: The objective of Crown Centre within the Castle Hills Master Planned Development is to foster a major regional employment center with significant regional retail and residential uses within a compact walkable context. Development within this area will be of high intensity, accommodating large scale office and retail users while providing for higher intensity residential within portions of Crown Centre.
- 1.3 Establish Specific Development Standards: The development standards herein implement the vision for Crown Centre as established in the Crown Centre Framework Plan (Appendix A), which shall be regulatory in nature and dictate the form, character, and intensity of future development in Crown Centre. Said development will be phased over the next decade. Creation of different subareas within Crown Centre enables specific site and locational standards to be enumerated and applied. Clear standards are provided for location, height, and building elements. Such standards promote sustainability, public welfare, walkable mixed-use development, and housing variety.

**Section 2. Application**

- 2.1 Geographic Limits: These CCDS shall apply to all development in the area referred to herein as Crown Centre.
  - a. Crown Centre: The geographic limits for Crown Centre are the total of all the three subareas as described in Appendix D.
  - b. Subareas within Crown Centre: Within the limits of Crown Centre, there are three subareas: Subarea 1, Subarea 2 and Subarea 3, as shown in Appendix A. The geographic limits of which are described in Appendix D.

- 2.2 Illustrative Appendix: The following appendix shall be informational and illustrate the vision for development in Crown Centre:
- a. Appendix B: Crown Centre at Castle Hills Conceptual Plan and illustrative renderings (collectively referred to as the “Concept Plan”)
- 2.3 Regulatory Appendices: The following appendices shall be regulatory, and all development in Crown Centre shall, as required by this CCDS, meet the requirements in:
- a. Appendix A: Crown Centre at Castle Hills Framework Plan (“Framework Plan”)
  - b. Appendix C: Crown Centre at Castle Hills Circulation Cross-Sections (“Circulation Cross-Sections”)
  - c. Appendix E: Traffic Impact Analysis – Crown Centre Castle Hills (“TIA”)

### Section 3. Administration

- 3.1 Process for Approvals: Development in Crown Centre shall follow the process for approvals established in:
- a. The 1996 General Development Ordinance, as amended and adopted by the 1996 Castle Hills Development Agreement that these standards amend, which was executed among the City of Lewisville, Denton County Fresh Water Supply Districts Nos. 1A and 1B, and Bright Farm Partnership on April 1, 1996 (the “1996 Agreement”), as amended;
  - b. The Castle Hills Commercial Design Guidelines, as they now exist or may be amended (“Commercial Design Guidelines”); and
  - c. Subsections 3.2 and 3.3 below.
- 3.2 Addition of City Staff Member to Architectural Review Committee (ARC): The ARC is the committee appointed to review all architectural plans for development within Castle Hills to ensure that the Commercial Development Guidelines are met, as provided for in the Commercial Development Guidelines.
- a. When convened to consider development in Crown Centre, the ARC shall include a City of Lewisville staff member as an ex-officio member with review and veto authority over all development within Crown Centre per the standards herein (“City ARC Member”).
  - b. The City ARC Member shall be appointed by the City Manager or Designee.
  - c. The Commercial Design Guidelines may not be amended for use in Crown Centre without the prior written consent of the City ARC Member, which consent shall not be unreasonably withheld.
  - d. The City ARC Member shall have the authority to approve:
    - i. a request for modifications of any numerical standard established in Section 6 below up to  $\pm 10\%$ ; and
    - ii. other modifications as specifically provide for in these CCDS.
  - e. The City ARC Member may not approve any modifications to any standards relating to development intensity (height and allowed square footage), density or uses permitted.
- 3.3. Conflicts: In the event of a conflict between the 1996 Agreement, the Commercial Design Guidelines, and these CCDS, these CCDS shall control.

- 3.4. Maintenance: The City of Lewisville shall not be responsible for any maintenance or repairs of any improvements or Open Space in Crown Centre unless otherwise expressly agreed to in writing by the City of Lewisville.
- 3.5. Fire Code: All development in Crown Centre shall comply with the Lewisville Fire Code, as amended.

#### Section 4. Schedule of Uses & Parking

##### 4.1 Permitted Uses:

- a. All uses listed in Table 4.1 below are permitted by right in all subareas, subject to approval as provided for in the 1996 Agreement, the Commercial Design Guidelines, and any specific provisions provided for herein.
- b. Any use not listed is not permitted in Crown Centre.

**Table 4.1 Schedule of Uses and Minimum Parking Requirements**

USE	PARKING (Min. required based on gross square footage unless otherwise noted)
<b>ACCESSORY USES AND STRUCTURES</b>	
Accessory Building, Structure, or Use	NA
Day Care, In-Home	NA
Home Occupation	NA
Solar Energy System	NA
<b>AGRICULTURAL AND ANIMAL USES</b>	
Animal Care (Indoor)	1:300
Veterinarian (Indoor Pens)	1:300
<b>EDUCATIONAL, INSTITUTIONAL, PUBLIC AND SPECIAL USES</b>	
Business or Commercial School or other Institution of Education	1 space for every 4 students, teachers and staff
Governmental Office and Service	1:300
Public Park and Playground	NA
Public Utility Facility	1:300



USE	PARKING (Min. required based on gross square footage unless otherwise noted)
Religious Facility	1 space for every 4 seats or worship spaces in main sanctuary
School, Private	<ul style="list-style-type: none"><li>Elementary and Middle School – 1 space for each classroom plus 1 space for each 15 students, based on design capacity.</li><li>High School – 1 space per 4 students, faculty and staff, based on design capacity.</li></ul>
School, Public or Parochial	
MANUFACTURING AND INDUSTRIAL USES	
Brewery, Distillery or Winery	1:1000 for manufacturing space; 1:300 for tasting rooms
OFFICE AND PROFESSIONAL USES	
Medical Office and Clinic	1:300
Professional and Administrative Office	1:300
RESIDENTIAL USES	
Multi-Family Dwelling (Standards in Section 4.4 shall apply)	1.5 spaces per unit
RETAIL USES	
Bakery/Food Production with Retail Sales	1:300
Bar	1:300
Building Material Sales (no outdoor storage)	1:300
Grocery Store	1:300
Restaurant	1:300
Retail Store or Shop	1:300
SERVICE & ENTERTAINMENT USES	
Bank or Financial Institution	1:300
Commercial Amusement (Indoor)	1:300
Day Care Center	1:300
Dry Cleaning and Laundry Service	1:300

Exhibit A

USE	<b>PARKING</b> (Min. required based on gross square footage unless otherwise noted)
Extended Stay Facilities (Additional standards in Section 4.5 apply)*	1 space per guestroom
Hotel, Motel or Inn (Additional standards in Section 4.5 apply)	1 space per guestroom
Licensed Massage Therapy	1:300
Personal Service	1:300
Theater	1 space for every 4 seats
<b>TEMPORARY USES</b>	
Temporary Construction Building	NA
<b>VEHICLE AND RELATED USES</b>	
Automobile Parking Structure	NA

**\* shall require City Council approval.**

#### 4.4 Additional Standards Applicable to Multi-Family Dwellings:

- a. Crown Centre MF Cap.
  - i. A maximum of 2,000 Multi-Family Dwelling (“MF”) units shall be allowed within Crown Centre in addition to the existing MF unit caps per the 1996 Agreement, as amended (“Crown Centre MF Cap”).
  - ii. Of the 2,000 MF units allowed by the Crown Centre MF Cap, a maximum of 600 MF units shall be allowed in Subarea 1, and a maximum of 600 MF units shall be allowed in Subarea 2 (“Subarea MF Cap”). Construction of these MF units must comply with Section 4.4b, below.
  - iii. MF units located above the 10th floor of any building shall be considered on a case-by-case basis and will not count towards the Crown Centre MF Cap if approved by the City Council.
- b. Construction of MF Units.
  - i. Of the 2000 units allowed by the Crown Centre MF Cap, 300 MF units shall be available for immediate construction in Subarea 1, and 300 MF units shall be available for immediate construction in Subarea 2.
  - ii. Beyond these initial 600 MF units which are available for immediate construction (i.e., the 300 MF units in Subarea 1 and the 300 MF units in Subarea 2), additional MF units, per the Crown Centre MF Cap and Subarea MF Cap, shall only be allowed in tranches of 300 MF units for each 250,000 square feet of non-residential uses built (and not otherwise counted towards a

previous tranche) or which have received a permit to begin construction or are under construction.

- iii. After the construction of a cumulative total of 1,000,000 square feet of non-residential uses, all remaining unbuilt MF units still available under the Crown Centre MF Cap and the Subarea MF Cap are allowed without limitation.
  - c. Parking. A minimum of 80% of the provided parking for all MF units shall be in a Parking Structure.
  - d. Height. All MF buildings shall be a minimum of 5 stories. Podium Parking may count towards the five-story minimum.
  - e. Development Standards. All MF developments shall be part of and governed by the Castle Hills Commercial Association.
  - f. Minimum MF Unit Size. MF units must be an average of 750 square feet in size, but no MF unit shall be less than 500 square feet in size.
- 4.5 Additional Standards Applicable to Hotels, Motels, Inns and Extended Stay Facilities:
- a. These uses shall meet the requirements in Section 6-182 of Lewisville City Code, and as hereinafter amended.
  - b. In addition, any lodging facility that has rooms with ovens or cooktops shall also require City Council approval of the use.

## **Section 5. Development Standards**

- 5.1 Concept Plan: The Concept Plan (Appendix B) establishes the overarching vision for Crown Centre. It is intended to provide property owners, developers, and the general public information on the intended character of development and help guide their projects to better meet these CCDS. The Concept Plan shows the general layout of streets and blocks, buildings and parking, public and private open spaces, and other improvements on the site.

5.2 Framework Plan: The Framework Plan (Appendix A) applies to all development within Crown Centre.

- a. Public Streets, Private Vehicular Routes, a Pedestrian Spine Trail and Open Spaces.
  - i. The Framework Plan establishes the location of Public Streets, Private Vehicular Routes, a Pedestrian Spine Trail and Open Spaces.
  - ii. The Public Streets, Private Vehicular Routes, Pedestrian Spine Trail and Open Spaces shall be located as shown on the Framework Plan, except as allowed herein.
  - iii. Modifications.
    - a) Modifications which meet the requirements herein may be approved by the City ARC Member.
    - b) Private Vehicular Routes may be modified if the newly proposed Private Vehicular Route:
      - 1. Meets the intent of the Concept Plan, as determined by the City ARC Member;
      - 2. Connects to other Public Streets or Private Vehicular Routes within Crown Centre and its perimeter streets;
      - 3. Does not create a Block Perimeter that is greater than 2,000 feet, unless grade issues, creeks, drainage facilities, or TxDOT driveway spacing requirements make it unfeasible, as determined by the City Engineer;
      - 4. Does not create any Block Faces greater than 600 feet in length unless bisected by a Pedestrian Passage; and
      - 5. Does not reduce the linear length of the Pedestrian Priority Frontage as shown on the Framework Plan for the respective subarea.
    - c) Pedestrian Priority Frontage may be modified if Private Vehicular Routes are modified pursuant to section 5.2a.iii.b).
    - d) Open Space shall be provided as shown in the Framework Plan except that:
      - 1. The location of the Open Space in Subarea 1 may be modified as long as it meets the requirements of these CCDS and is a minimum of 2 acres in size.
      - 2. The location of the Open Space in Subarea 2 may be modified as long as it meets the requirements of these CCDS, is centrally located within Subarea 2, and is at least 1 acre in size.
- b. Minimum Non-Residential Development. The Framework Plan also establishes the required minimum square footage for non-residential uses and number of hotel rooms by subarea.

5.3 Circulation Network:

- a. The Circulation Network consists of Public Streets, Private Vehicular Routes, and a Pedestrian Spine Trail and shall be located as shown in the Framework Plan (Appendix A), unless modified in accordance with Section 5.2.
- b. When the Pedestrian Spine Trail is located within ten feet of a Public Street measured from back of curb, the trail shall be separated from vehicular traffic by a vertical curb, grade separation, a landscape buffer, or a similar treatment.
- c. No gates shall be permitted across any elements of the Circulation Network identified on the Framework Plan.

- 5.4 Open Space:
- a. All Open Space must be publicly accessible during City of Lewisville park hours of operation and must be designed for outdoor recreation uses (i.e. designed as squares, greens, sports fields, pedestrian or bicycle trails, or greenways and may be associated with civic buildings).
  - b. An irrevocable public access easement shall run across all Open Space. For Open Space in Subarea 3, said easement shall be filed in the Denton County property records within thirty days after City Council approves the 2020 variances related to Crown Centre. For Open Space in Subarea 1 and 2, the public access easement shall be provided at time of final plat. .
- 5.5 Circulation Cross-Sections: The design of the Public Streets, Private Vehicular Routes and Pedestrian Passages shall meet the requirements set forth in the Circulation Cross-Sections, as shown in Appendix C.
- 5.6 Traffic Impact Analysis (TIA) Requirements: A TIA, meeting the requirements set forth in Appendix E, shall be submitted to the City of Lewisville within six months after City Council approves the 2020 variances related to Crown Centre. The TIA shall outline what future required public improvements must be made by the developer and the timing of said improvements as provided for in Appendix E.
- 5.7 Stormwater Management: Stormwater management shall meet the standards in the 1996 General Development Ordinance and the Commercial Design Guidelines.
- a. For Subarea 1 and Subarea 2, regional detention and/or a combination of detention facilities will be provided for on-site runoff so that the post-development runoff from Subareas 1 and 2 shall not exceed the pre-development runoff from those Subareas.
  - b. For Subarea 3, detention shall not be required based on the Midway Branch Drainage Study performed by O'Brien Engineering, Inc. dated April 28, 2014.
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- 5.8 Utilities:
- a. On-site public waterlines may be located under pavement in access and utility easements. The real property owner shall be responsible for replacement of such pavement should maintenance or repair be required to the waterline.
  - b. Setbacks from and widths of public utility easements may be adjusted based on the type and size of the underground public utility but will not exceed current City of Lewisville requirements.
  - c. Required backflow prevention devices shall be allowed to be located internal to the building they serve so long as the internal location is not more than 50 feet from the right-of-way or an easement line.

## **Section 6. Site Design & Development Standards**

- 6.1 Pedestrian Priority Frontages:
- a. Build-To Requirements.
    - i. Buildings on lots with Pedestrian Priority Frontage shall have a Front Facade facing the Pedestrian Priority Frontage.

- ii. The Front Facade of said buildings shall take up 70 percent of the width of the lot facing the Pedestrian Priority Frontage.
  - iii. Required driveways, stairs to access entrance, parks, plazas, squares, improved forecourts, and pedestrian breezeway frontages shall count towards the required building frontage in Section 6.1(a) when designed so that the building better engages the pedestrian environment, as determined by the City ARC Member.  
Build-to requirement shall not apply to Open Space lots that are adjacent to a Pedestrian Priority Frontage.
  - b. Parking adjacent to Pedestrian Priority Frontages.
    - i. No ground floor parking (in a Parking Structure or surface parking) or any service areas described in the Commercial Design Guidelines shall be permitted along a Pedestrian Priority Frontage.
    - ii. This standard shall not include angled or parallel on-street parking on Private Vehicular Routes. For clarification, on-street parking shall not be permitted on Public Streets as shown in Circulation Cross-Sections attached as Appendix C.
- 6.2. Lot Coverage. Buildings shall cover no more than 90% of the area of their lots. Coverage calculations shall exclude open porches and accessory buildings.
- 6.3 Setbacks.
- a. Front setback along Pedestrian Priority Frontages
    - i. Minimum of 0 feet
    - ii. Maximum of 20 feet measured from back of adjacent Sidewalk, Pedestrian Passage or the Pedestrian Spine Trail
  - b. Front setback along all other Public Streets and Private Vehicular Routes
    - i. Minimum of 0 feet
    - ii. No Maximum
  - c. Rear setback: Minimum of 0 feet to the property line.
  - d. Side setback: Minimum of 0 feet to the property line.
  - e. Stoops, balconies and porches may encroach into setbacks as long as they do not encroach over any parking or travel lanes.
- 6.4 Height.
- a. Stand-alone MF buildings shall be a minimum of 5 stories.
  - b. Non-residential uses shall be a minimum height as designated in the Framework Plan.
  - c. No building height maximum.

## - Section 7. Architectural and Site Design

- 7.1 Building and Site Design. Building and site design (including screening, landscaping, and perimeter treatments) shall meet the standards and guidelines established in the 1996 Agreement, as amended, and the Commercial Design Guidelines, except where otherwise provided for in these CCDS.
- 7.2 Parking Structures.



- a. Parking Structures shall have a facade utilizing colors and materials complementary to the building or buildings the Parking Structure services. When possible, Parking Structures shall be located behind buildings to minimize their visibility from adjacent portions of the Circulation Network.
  - b. Parking Structures shall not be located with ground floor frontage along any Pedestrian Priority Frontage.
  - c. Where a Parking Structure is located adjacent to a Public Street or Private Vehicular Route, which is not a Pedestrian Priority Frontage:
    - i. Parking Structure facades shall be designed with vertical articulation such as changes in planes, columns, pilasters, etc. at least every 40 linear feet.
    - ii. The Parking Structure shall be designed incorporating elements to provide visual interest to the facade(s) closest to and facing the adjacent street. Design elements may include items such as decorative metal panels, murals, landscaping or a combination thereof. Parking Structure ramps shall not be visible from any street. Ramps shall not be located on the perimeter of the Parking Structure.
- 7.3 Bird Collision Prevention. The north facades of buildings fronting Highway 121 Business that are greater than twenty feet (20') above grade will include avian-deterrent architectural elements related to the exterior glazing.

## Section 8. Definitions

### 8.1 Interpretation of Language:

All provisions, terms, phrases and expressions contained in this CCDS shall be liberally construed in order that the true intent and meaning of the City Council may be fully implemented. The Planning Director, City Engineer and City ARC Member are responsible for making any interpretations of the language in this CCDS.

### 8.2 General Definitions:

**Amenity Zone** shall mean that portion of the Public Street or Private Vehicular Route in which the property owner is responsible for the placement of Sidewalks, trees (if required), and street furnishings in a manner that does not obstruct pedestrian access or motorist visibility. The Amenity Zone is shown on Circulation Cross-Sections.

**Architectural Review Committee** shall mean the committee appointed to review all architectural plans for development within Castle Hills to ensure that the Commercial Development Guidelines are met, as provided for in the Commercial Development Guidelines.

**Block Face** shall mean one side of a given Public Street or Private Vehicular Route between two consecutive intersecting Public Streets, Private Vehicular Routes, or Pedestrian Passage.

**Block Perimeter** shall mean the perimeter of a block, measured along the back edge of a Sidewalk located along a Public Street, a Private Vehicular Route or Pedestrian Passage.

**Circulation Network** shall mean all of the Public Streets, Private Vehicular Routes, and a Pedestrian Spine Trail shown on the Framework Plan.

**Front Facade** shall mean the front exterior wall of a building where the primary entrance is located.

**Open Space** shall mean those areas identified on the Framework Plan that are dedicated, designated, or reserved for public use and developed for recreational activities.

**Parking Structure** shall mean a structure used for the parking of personal or commercial vehicles, for which a fee may be charged. The term can be used interchangeably with a parking garage.

**Pedestrian Passage** shall mean a paved path that connects two Block Faces at a mid-block location.

**Pedestrian Priority Frontage** shall be those portions of Public Streets and Private Vehicular Routes identified as the most important pedestrian frontages, where additional design and development criteria are in place to create an interactive pedestrian-friendly environment and where steps should be taken to create an engaging pedestrian environment, as identified on the Framework Plan.

**Pedestrian Spine Trail** shall mean a paved path dedicated solely for bicyclists and pedestrians that is at least 10 feet in width, as designated on the Framework Plan.

**Podium Parking** shall mean a Parking Structure that is on-grade and sheltered under a building that is elevated on piers.

**Private Vehicular Route** shall mean those privately owned and maintained traffic ways which function as a Public Street and provide public access. Private Vehicular Routes are those designated on (or modified from) the Framework Plan.

**Public Streets** shall mean the publicly dedicated streets and rights-of-way that are designated on the Framework Plan.

**Sidewalk** shall mean a paved surface intended primarily for pedestrians provided immediately adjacent to Public Streets and Private Vehicular Routes, which are open to the public.

### 8.3 Land Use Definitions:

#### ACCESSORY USES AND STRUCTURES

**Accessory Building, Structure, or Use:** One which: (a) is subordinate to and serves a principal building or principal use; (b) is subordinate in area, extent or purpose to the principal building or principal use served; (c) contributes to the comfort, convenience and necessity of occupants of the principal building or principal use served; and (d) is located on the same building lot as the principal use served. "Accessory" when used in the text shall have the same meaning as accessory use.

**Day Care, In-Home:** An operation providing care in the caretaker's residence as a home occupation for less than 24 hours per day for 12 (including the caretaker's own children) or fewer children and in compliance with the State of Texas' licensing and registration requirements.

**Home Occupation:** A business, occupation, profession, or activity of a nonresidential nature that is a customary, incidental, and secondary use of a residential unit conducted by the primary occupant or an immediate family member residing on the premises.

**Solar Energy System:** A system that transforms energy from sunlight into electricity or heat using specialized electrical or mechanical equipment. The only allowable Solar Energy Systems are those that are attached to any part or type of roof on a building or structure that has an occupancy permit.

#### **AGRICULTURAL AND ANIMAL USES**

**Animal Care (Indoor):** An establishment primarily dedicated to the personal care for and/or grooming of domestic animals, typically dogs and cats, excluding activities that involve outdoor storage, outdoor pens, or outdoor kennels.

**Veterinarian (Indoor Pens):** An establishment operated by a licensed practitioner of veterinary medicine for the purposes of healing or administering medical services to typical domestic animals or pets. This includes the short-term boarding of animals in indoor kennels, with no outside pens or runs.

#### **EDUCATIONAL, INSTITUTIONAL, PUBLIC AND SPECIAL USES**

**Business or Commercial School or Other Institution of Education:** An entity other than Public, Parochial or Private Schools, that offers instruction in the acquisition of knowledge and skills associated with a trade, art, or occupation.

**Governmental Office and Service:** An establishment primarily associated with a public entity, including local, county, state, and federal governments and school districts, in the administration of public policy and services. This definition includes public libraries, police and fire stations, post offices, recreation centers, and associated parking lots or structures.

**Public Park and Playground:** Any publicly-owned park, playground, beach, parkway, greenbelt or roadway within the jurisdiction and control of the City of Lewisville.

**Public Utility Facility:** An industrial facility that is owned and used by a governmental entity and physically engaged in the production, processing, or transformation of electricity, natural gas, drinking water, wastewater, telecommunications, or solid waste.

**Religious Facility:** A structure or structures, including associated accessory structures provided for herein, principally housing regular religious assembly and activities that are customarily associated with worship. Other associated accessory structures include living quarters for the principal religious leaders, social centers, fellowship halls, cemeteries and columbariums, classrooms for religious instruction, and day care centers. A columbarium is permitted as an accessory use.

**School, Private:** A private institution primarily engaged in the formal education or instruction of students in a curriculum equivalent to public elementary or secondary school.

**School, Public or Parochial:** A public or religious institution primarily engaged in the formal education or instruction of students in an elementary or secondary curriculum but not including Private Schools or Business or Commercial Schools or Other Institutions of Education.

#### **MANUFACTURING AND INDUSTRIAL USES**

**Brewery:** An establishment where beer or malt liquor is brewed.

**Distillery:** An establishment where alcoholic liquor is distilled.

**Winery:** An establishment that produces wine.

## OFFICE AND PROFESSIONAL USES

**Medical Office and Clinic:** A building or group of buildings where professional or consulting services and treatments in various medical or healthcare fields are provided, including general medicine, vision and dental care, and mental healthcare.

**Professional and Administrative Office:** The provision of professional or consulting services in various fields as a primary commercial activity. These services may include, but are not limited to, law, architecture, design, engineering, accounting, financial services, real estate, and other fields where the sale of goods is not the primary business activity.

## RESIDENTIAL USES

**Multi-Family Dwelling:** A building or portion thereof constructed for and/or occupied by three or more families and containing three or more dwelling units located upon the same building lot, or a building constructed with at least one dwelling unit above another dwelling unit.

## RETAIL USES

**Bakery/Food Production with Retail Sales:** A retail establishment dedicated to the on-site production and sale of baked goods for display and consumption.

**Bar:** An establishment licensed by the state for the sale of alcoholic beverages that derives more than 75 percent of the establishment's gross revenue from the on-premises sale of alcoholic beverages for on-premises consumption.

**Building Material Sales (no outdoor storage):** Buildings in which raw building materials or lumber is stored for sale. This use includes associated materials and supplies with no outdoor storage on the site.

**Grocery Store:** A store where greater than seventy-five percent of the floor area of the store is devoted to the sale of food products for home preparation and consumption, which typically also offers other home care and personal care products, and which are substantially larger and carry a broader range of merchandise than convenience stores.

**Restaurant:** A commercial establishment primarily engaged in the preparation and retail sale for on-premises consumption of food and beverages.

**Retail Store or Shop:** A business engaged in the selling of goods and merchandise directly to a consumer for personal or household consumption and including services incidental to the sale of such goods.

## SERVICE & ENTERTAINMENT USES

**Bank or Financial Institution:** A commercial establishment open to members of public with primary business activities that involve the depositing, loading, exchanging, or issuing of money. These institutions may also be involved in the extension of credit to qualified persons, as well as the facilitation of the transmission of funds to other locations, including automated teller machines.

Exhibit A

**Commercial Amusement (Indoor):** An amusement or entertainment enterprise wholly enclosed and operated within a building. This includes, but is not limited to, bowling alleys, skating rinks, health clubs, racquetball clubs, indoor tennis courts, gymnasiums, swimming pools, teen clubs, and dance halls.

**Day Care Center:** An establishment at a location other than a residence, licensed by the State of Texas to provide care for children in compliance with all applicable state laws and regulations, that is not primarily engaged in the formal education of students in an elementary or secondary curriculum.

**Dry Cleaning and Laundry Service:** An establishment dedicated to the pick-up, drop-off, or delivery of clothing that is dry cleaned at another location, with no laundry operations on-site.

**Extended Stay Facilities:** A hospitality establishment, providing kitchen facilities in each guest room including a cook-top or oven, and that provides accommodations for visitors who stay for a period of time that is generally longer than a typical stay at a Hotel, Motel or Inn. This definition shall not include other dwelling units as defined by the CCDS. An Extended Stay Facility is a nonresidential use.

**Hotel, Motel or Inn:** An establishment offering lodging, the use of guest rooms or sleeping accommodations, to the transient public for compensation. Hotels, motels or inns furnish customary hotel services and may contain a restaurant, club, lounge, banquet hall, meeting rooms and other accessory uses. A Hotel, Motel or Inn is a nonresidential use. This term shall not include Extended Stay Facilities.

**Licensed Massage Therapy:** A health care service practiced by a licensed massage therapist as defined and regulated by state law. Massage therapy includes the manipulation of soft tissue for therapeutic purposes, the use of oil, heat lamps, hot and cold packs and other supplemental materials.

**Personal Service:** A commercial establishment primarily engaged in providing personal self-improvement, beautification, or the maintenance of individual wellbeing, including barbers, salons, spas, nail salons, tattooing or similar services.

**Theater:** An indoor venue primarily dedicated to the display of films or live performances for the members of the public, and incidental activities including the sale of food and drink items for patrons.

## TEMPORARY USES

**Temporary Construction Building:** A temporary, permitted structure or structures that provides space for activities and employees related to a specific construction or development project.

## VEHICLE AND RELATED USES



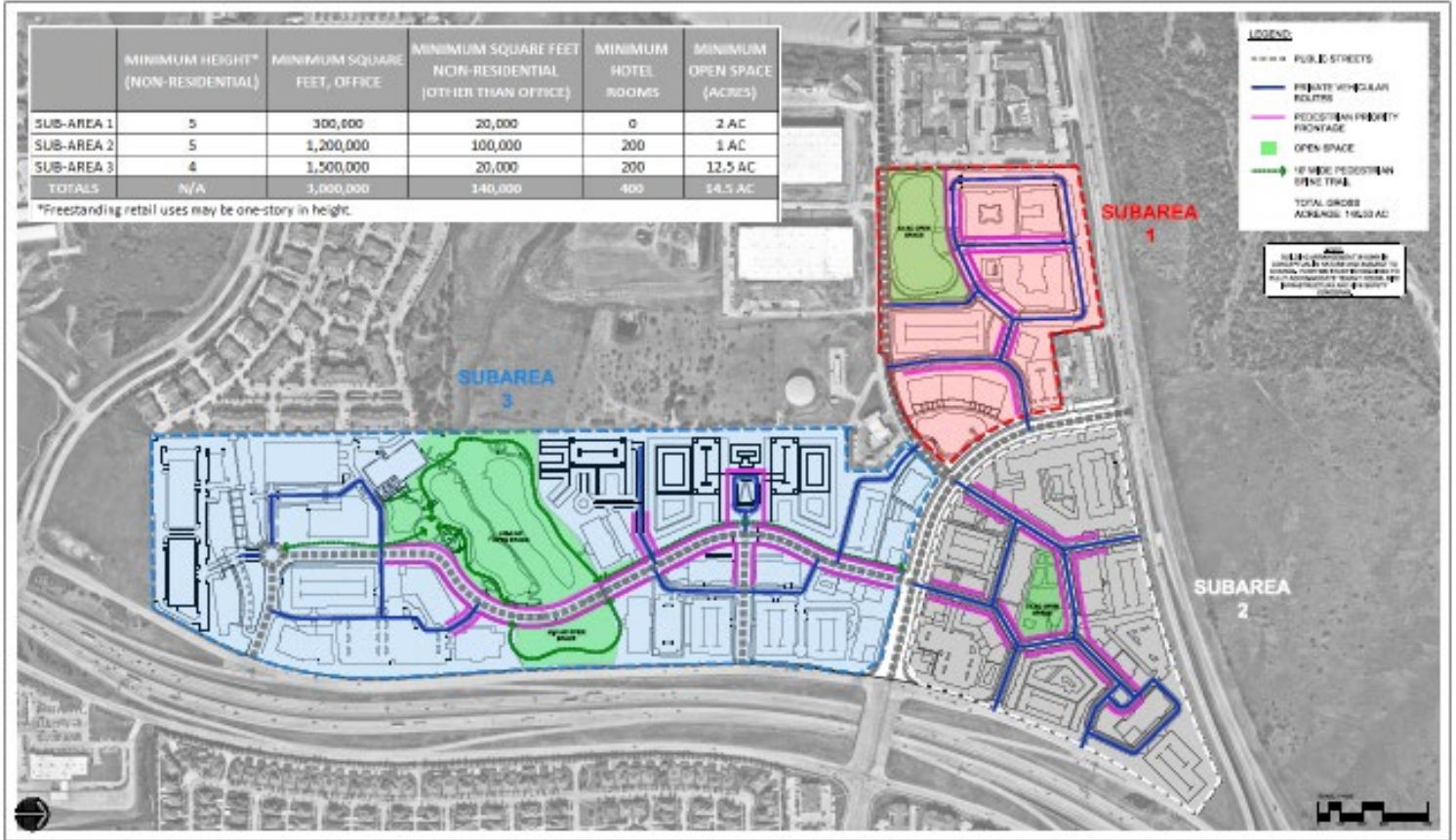
**Automobile Parking Structure:** A Parking Structure which serves as the primary use on the lot. DRAFT

Exhibit A

Exhibit A

# Appendix A

## Framework Plan



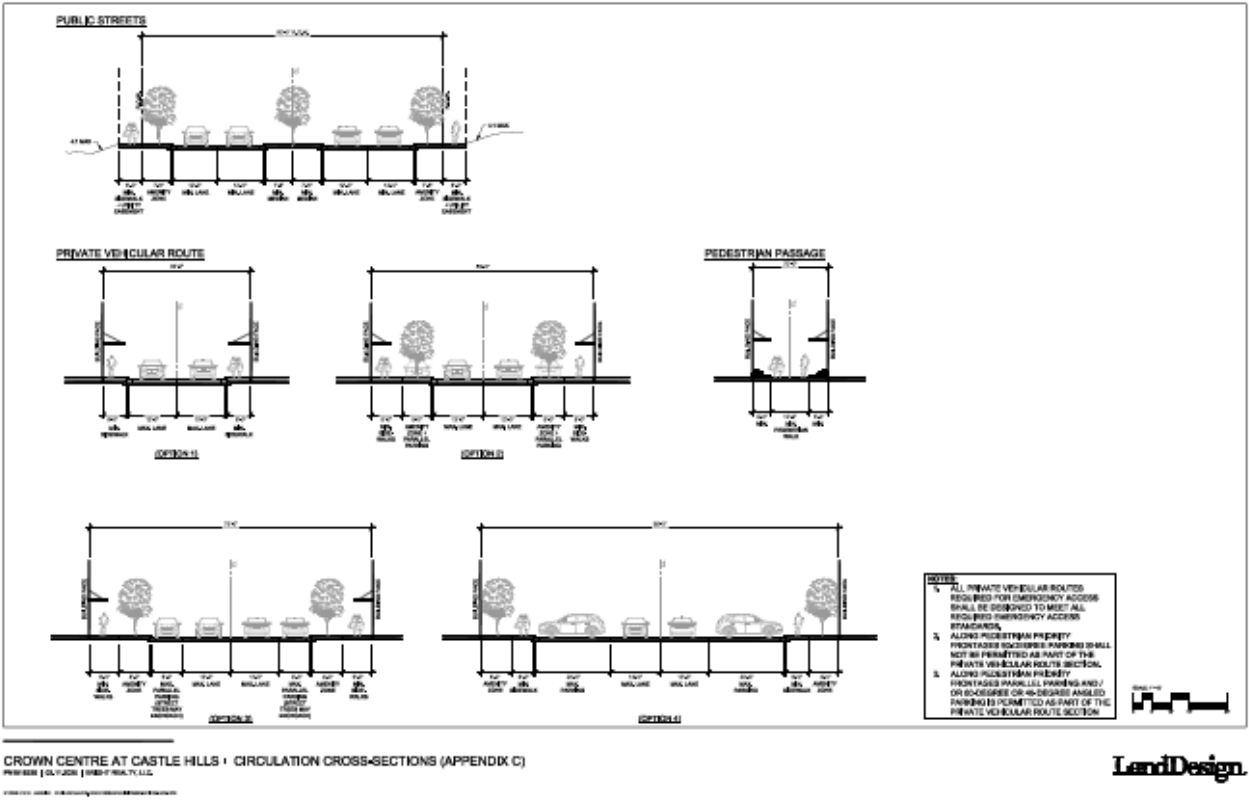
CROWN CENTRE CASTLE HILLS • FRAMEWORK PLAN (APPENDIX A)  
 PREPARED BY OLIVIERO TOSCANI ARCHITECTS, LLC  
 FOR THE CLIENT: CROWN CENTRE CASTLE HILLS, LLC

LandDesign



Concept Plan

Exhibit A



Circulation Cross-Sections

## Appendix D

## Geographic Limits of Crown Centre and Subareas

**SUBAREA 1****EXHIBIT A-METES AND BOUNDS DESCRIPTION****23.94 ACRES****IN THE SAMUEL H. HAYDEN SURVEY, A-537, THE J. E. MCWHORTER SURVEY, A-1690, AND THE B.B.B.&C.R.R. CO. SURVEY, A-180  
CITY OF LEWISVILLE ETJ, DENTON COUNTY, TEXAS**

All that certain 23.94 acres of land, out of Tract A-38.869 acre tract described in the deed to BRECO Lands CH LLC. (formerly Castle Hills Property Company), recorded in Document Number 2006-153339 in the Public Records of Denton County, Texas (P.R.D.C.T.), in the Samuel H. Hayden Survey, A-537, the J. E. McWhorter Survey, A-1690, and the B.B.B. & C.R.R. CO. Survey, A-180, City of Lewis ETJ, Denton County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone)

BEGINNING at a 5/8" iron rod capped stamped "ADAMS SURVEY" found for the southeast corner of the 12.013 acre tract conveyed to Miramar Castle Hills Partners, L.P. through deed recorded in document number 2018-48595, P.R.D.C.T., and common to the southwest corner of the herein described tract, and in the north right of way Midway Road (60' right of way.);

THENCE North 00° 39' 46" West – 880.33' to the northeast corner of said 12.013 acre tract, common to the northwest corner of the herein described tract, and in the south right of way of S.H. Business 121 (variable width right of way), from which a 5/8" iron rod found for the northwest corner of said 38.869 acre tract bears South 81° 07' 55" West – 610.96';

THENCE North 81° 07' 55" East – 738.28', along the south right of way of said S.H. Business 121 to the northwest corner of Lot 1, Block A, 121/544 Addition, recorded in Document Number 2013-301 P.R.D.C.T., common to the northerly most corner of the herein described tract;

THENCE South 08° 52' 11" East – 239.88', along the common line of said Lot 1, Block A and the herein described tract, to the southwest corner of said Lot 1, Block A, 121/544 Addition;

THENCE North 81° 07' 43" East – 342.20', along the common line of said Lot 1, Block A, and the herein described tract to the southeast corner of said Lot 1, Block A, 121/544 Addition, in the west right of way of F.M. 544 (120' right of way);

THENCE South 08° 52' 09" East – 58.13', along the west line of said F.M. 544 to a 1/2" capped iron rod stamped "HAT 2901" found for the beginning of a curve to the left having a radius of 776.20', a central angle of 37° 50' 00", and a chord bearing and distance of South 27° 49' 34" East – 503.28';

THENCE along said curve to the left, continuing along the west right of way of said F.M. 544, an arc length of 512.54' to the north corner of the west right-of-way cutback line at the intersection of said F.M. 544 and said Midway Road;

THENCE South 02° 12' 11" East – 34.77', along the west right-of-way cutback line to a 1/2" iron rod found for the south corner of said cutback line and in the north right of way of said Midway Road;

Exhibit A

THENCE along the north right of way of said Midway Road the following courses and distances:

South 39° 20' 31" West – 28.33' to a capped 1/2" iron rod stamped "RPLS 5664" found for corner;

South 42° 59' 59" West – 83.59' to a 1/2" iron rod found for corner; South 50° 47' 55"

West – 95.56' to a 1/2" iron rod found for corner; South 59° 07' 09" West – 95.56' to

a point for corner;

South 67° 26' 23" West – 95.56' to a point for corner;

South 74° 05' 45" West – 57.37' to a 1/2" capped iron rod stamped "RPLS 5664" found for the beginning of a curve to right having a central angle of 10° 41' 58", a radius of 658.61, and a chord bearing and distance of South 81° 56' 30" West – 122.81';

Along said curve to the right, an arc distance of 122.99' to a 1/2" iron rod found for the beginning of a curve to the right having a central angle of 02° 27' 41", a radius of 670.0', and a chord bearing and distance of South 87° 51' 20" East – 28.78';

Along said curve to the right, an arc distance of 28.78' to the end of curve;

South 89° 20' 14" West – 814.83' to the POINT OF BEGINNING and containing 23.94 acres of land.

Exhibit A



## EXHIBIT

S.H. BUSINESS 121  
(VARIABLE WIDTH R.O.W.)

LOT 1, BLOCK A  
121/544 ADDITION  
DOC. NO. 2013-301  
P.R.D.C.T.

E.M. 544  
(120' R.O.W.)

**23.94 ACRES**

REMAINDER OF TRACT A- 38.869 ACRES  
CASTLE HILLS PROPERTY COMPANY  
DOC. NO. 2006-153339  
P.R.D.C.T.

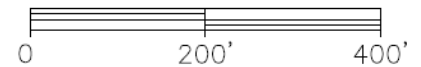
12.013 ACRES  
MIRAMAR CATTLE HILLS PARTNERS, L.P.  
DOC. NO. 2018-48595 P.R.D.C.T.

SAMUEL M. HAYDEN  
SURVEY, A-537

MIDWAY ROAD  
(CALLED 60' R.O.W.)



Graphic Scale in Feet



SCALE; 1"=200'

**REVIEW PURPOSES ONLY**

EXHIBIT

23.94 ACRES  
REMAINDER TRACT A

IN THE SAMUEL H. HAYDEN SURVEY A-537  
CITY OF LEWISVILLE ETJ, DENTON COUNTY, TEXAS

ISSUE DATE: 10/11/2018

SCALE: 1"=200'

PROJECT NO.: 058-024-51

**SPRY  SURVEYORS**

8241 Mid-Cities Blvd., Suite 102 • North Richland Hills, TX 76182  
PH: 817.776.4049 • [spry@sprysurveyors.com](mailto:spry@sprysurveyors.com) • [www.sprysurveyors.com](http://www.sprysurveyors.com)  
Firm Reg. No. 10112000

Exhibit A

**LAND DESCRIPTION**

*Being a tract of land situated in the B.B.B. & C.R.R. Survey Abstract No. 180, Denton County, Texas and being a tract of land as described in Special Warranty Deed to **CASTLE HILLS PROPERTY COMPANY**, as recorded in County Clerk's Document No. 2006-153340 of the Deed Records of Denton County, Texas and being more particularly described by metes and bounds as follows:*

**BEGINNING** at a 1/2 inch iron rod found with "HAT" cap at the intersection of the easterly right-of-way line of Farm to Market Road No. 544 (a 120 foot wide right-of-way) with the southerly right-of-way line of State Highway No. 121 (a variable width right-of-way);

**THENCE** North 81 degrees 07 minutes 43 seconds East, departing the easterly right-of-way line of said Farm to Market Road No. 544 and along the southerly right-of-way line of said State Highway No. 121, a distance of 131.66 feet to a 1/2 inch iron rod set with "RLS 5664" cap at the beginning of a curve to the left having a central angle of 15 degrees 30 minutes 18 seconds, a radius of 5789.48 feet and being subtended by a chord bearing of North 73 degrees 22 minutes 35 seconds East, 1,561.92 feet;

**THENCE**, along said curve to the left and along the southerly right-of-way line of said State Highway No. 121 in a northeasterly direction, an arc distance of 1,566.70 feet to a 1/2 inch iron rod set with "RLS 5664" cap for a corner;

**THENCE** South 54 degrees 37 minutes 30 seconds East, departing the southerly right-of-way line of said State Highway No. 121, a distance of 188.00 feet to a 1/2 inch iron rod set with "RLS 5664" cap on the westerly right-of-way line of State Highway No. 121 Bypass (a variable width right-of-way) and being the beginning of a non-tangent curve to the left having a central angle of 16 degrees 29 minutes 22 seconds, a radius of 3,633.68 feet and being subtended by a chord bearing of South 27 degrees 40 minutes 32 seconds West, 1,042.14 feet;

**THENCE**, along said curve to the left and along the westerly right-of-way line of said State Highway No. 121 Bypass in a southwesterly direction, an arc distance of 1,045.75 feet to a 1/2 inch iron rod set with "RLS 5664" cap from which a 1/2 inch iron rod found with "HAT" cap bears South 84 degrees 36 minutes 07 seconds East, 0.31 feet;

**THENCE** South 22 degrees 34 minutes 52 seconds West, continuing along the westerly right-of-way line of said State Highway No. 121 Bypass, a distance of 151.81 feet to a 1/2 inch iron rod found with "HAT" cap at the beginning of a non-tangent curve to the left having a central angle of 03 degrees 09 minutes 57 seconds, a radius of 3,645.18 feet and being subtended by a chord bearing South 15 degrees 27 minutes 53 seconds West, 201.39 feet;

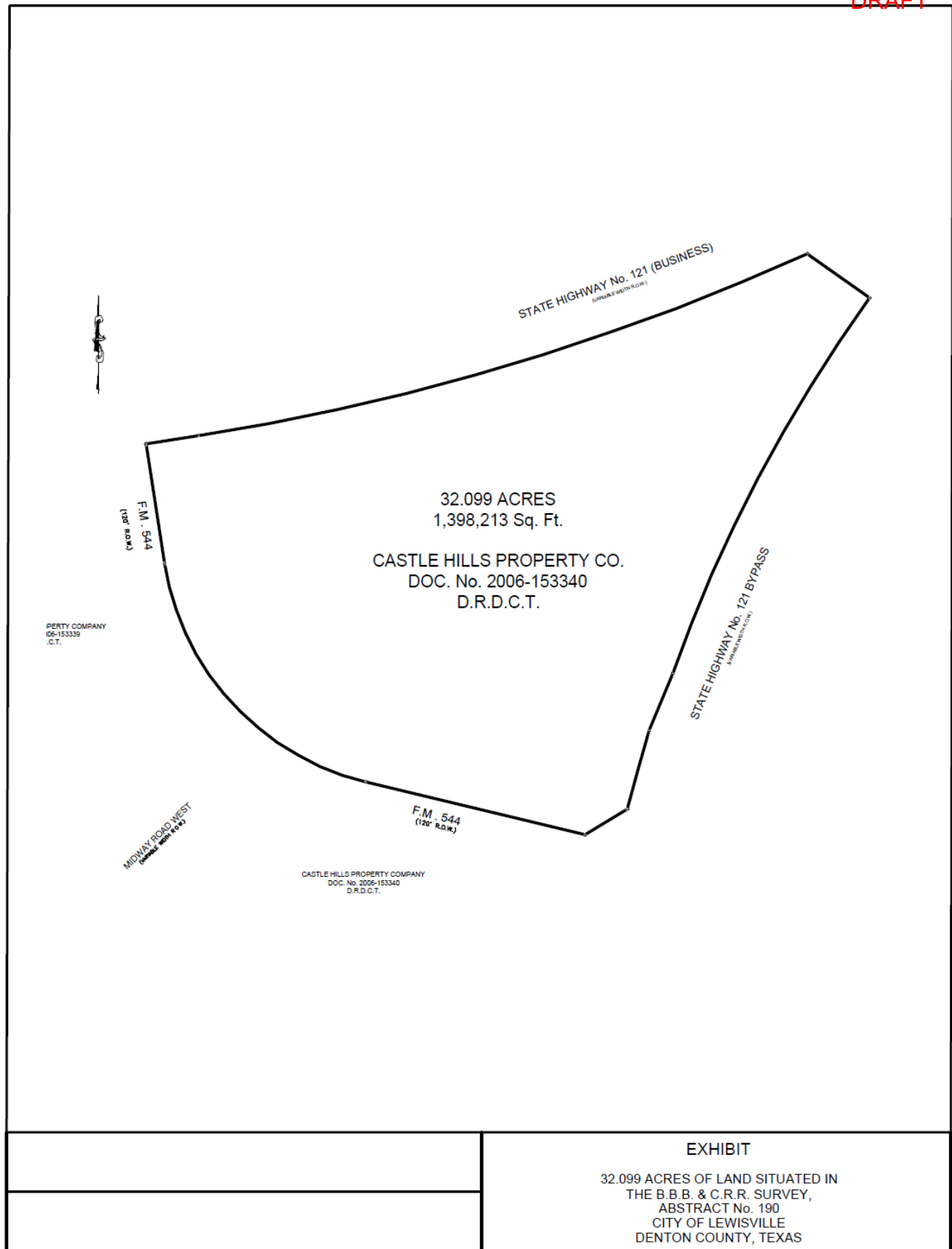
**THENCE**, along said curve to the left and along the westerly right-of-way line of said State Highway No. 121 Bypass in a southwesterly direction, an arc distance of 201.42 feet to a 1/2 inch iron rod found with cap at the northeasterly corner of a corner clip at the intersection of the westerly right-of-way line of said State Highway No. 121 Bypass and the easterly right-of-way line of the aforementioned Farm to Market Road No. 544;

**THENCE** South 58 degrees 42 minutes 19 seconds West, along said corner clip, a distance of 120.96 feet to a 1/2 inch iron rod set with "RLS 5664" cap at the southwesterly corner of said corner clip;

**THENCE** North 76 degrees 24 minutes 37 seconds West, along the easterly right-of-way line of said Farm to Market Road No. 544, a distance of 556.08 feet to a 1/2 inch iron rod found with "RLS 5664" cap at the beginning of a curve to the right having a central angle of 67 degrees 32 minutes 18 seconds, a radius of 656.20 feet and being subtended by a chord bearing of North 42 degrees 38 minutes 28 seconds West, 729.49 feet;

**THENCE**, along said curve to the right and along the easterly right-of-way line of said Farm to Market Road No. 544 in a northwesterly direction, an arc distance of 773.50 feet to a 1/2 inch iron rod found with cap at the end of said curve;

**THENCE** North 08 degrees 52 minutes 20 seconds West, along the easterly right-of-way line of said Farm to Market Road No. 544, a distance of 297.99 feet to the **POINT OF BEGINNING** and containing 32.099 acres of land or 1,398,213 square feet, more or less.



### SUBAREA 3

Exhibit A

**METES AND BOUNDS DESCRIPTION****83.39 ACRES****HARRISON YOUNG SURVEY, A-1448 AND THE****B.B.B. & C.R.R. CO. SURVEY, A-180****CITY OF LEWISVILLE ETJ, DENTON COUNTY, TEXAS**

All that certain 83.39 acres of land, which is Tract K described in a deed to Castle Hills Property Company, recorded in Document Number 2006-153340, Public Records of Denton County, Texas (P.R.D.C.T.), in the Harrison Young Survey, A-1448 and the B.B.B. & C.R.R. Co. Survey, A-180, City of Lewisville ETJ, Denton County, Texas, and described by metes and bounds as follows: (bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone)

BEGINNING at a 1/2" iron rod with a cap stamped "HAT 2901" found for the west corner of the south right-of-way corner clip, at the intersection of F.M. 544 (120' R.O.W.) and Midway Road (60' R.O.W.)

THENCE North 80° 43' 29" East - 34.97' to a 1/2" iron rod with a cap stamped "HAT 2901" found for the east corner of said south right-of-way corner clip, in the southwest right-of-way line of said F.M. 544, which is a point on a curve to the left, having a central angle of 21° 50' 42", a radius of 776.20', and a chord bearing and distance of South 65° 28' 01" East - 294.15';

THENCE along said curve to the left, along the southwest right-of-way line of said F.M. 544, an arc distance of 295.94' to a 1/2" iron rod with a cap stamped "RPLS 5664" found for the end of curve;

THENCE South 76° 23' 52" East - 578.24' continuing along the southwest right-of-way line of said F.M. 544, to a 1/2" iron rod with a cap stamped "HAT 2901" found for the west corner of the southwest right-of-way corner clip at the intersection of said F.M. 544 and Sam Rayburn Tollway (S.H. 121, variable width R.O.W.);

THENCE South 33° 08' 37" East - 116.57' to a 1/2" iron rod with a cap stamped "RPLS 5664" found for the south corner of said southwest right-of-way corner clip, in the west right-of-way line of said Sam Rayburn Tollway, which is a point on a curve to the left, having a central angle of 10° 57' 18", a radius of 3633.68', and a chord bearing and distance of South 03° 54' 59" West - 693.70';

THENCE along said curve to the left, along the west right-of-way line of said Sam Rayburn Tollway, an arc distance of 694.76' to the end of curve;

THENCE South 01° 34' 36" East - 562.43' continuing along the west right-of-way line of said Sam Rayburn Tollway, to a 1/2" iron rod found for the point on a curve to the left, having a central angle of 02° 07' 25", a radius of 11474.16', and a chord bearing and distance of South 02° 38' 19" East - 425.27';

THENCE along said curve to the left, continuing along the west right-of-way line of said Sam Rayburn Tollway, an arc distance of 425.30' to a 1/2" iron rod with a cap stamped "RPLS 5664" found for end of curve;

THENCE South 03° 41' 58" East - 438.09' continuing along the west right-of-way line of said Sam Rayburn Tollway, to the point on a curve to the right, having a central angle of 32° 05' 32", a radius of 1622.02', and a chord bearing and distance of South 12° 17' 05" West - 896.69';

THENCE along said curve to the left, continuing along the west right-of-way line of said Sam Rayburn Tollway, an arc distance of 908.52' to a 1/2" iron rod with a cap stamped "RPLS 5664" found for end of curve;

THENCE South 28° 21' 42" West - 266.94' to a 1/2" iron rod with a cap stamped "RPLS 5664" found for the southeast corner of the herein described tract;

THENCE South 89° 21' 57" West - 790.63' to a 1/2" iron rod with a cap stamped "RPLS 5664" found for the southwest corner of the herein described tract;

THENCE North 00° 38' 20" West - 3202.59' to a PK nail found for the most westerly northwest corner of the herein described tract;

THENCE South 86° 56' 17" East - 5.02' to a PK nail found for corner; THENCE

South 00° 37' 35" East - 26.51' to a 1/2" iron rod found for corner;

THENCE North 89° 19' 35" East - 192.85' to a 1/2" iron rod with a cap stamped "RPLS 5664" found for corner; THENCE

North 00° 40' 25" West - 168.27' to a 1/2" iron rod with a cap stamped "RPLS 5664" found for corner;

THENCE North 50° 50' 32" West - 169.13' to a 1/2" iron rod with a cap stamped "HAT 2901" found for corner, in the south right-of-way line of Midway Road;

;

THENCE North 50° 49' 02" East - 70.84' along the south right-of-way line of Midway Road, to a 1/2" iron rod with a cap stamped "HAT 2901" found for corner;

THENCE North 43° 01' 28" East - 91.18' continuing along the south right-of-way line of Midway Road, to a 1/2" iron rod with a cap stamped "HAT 2901" found for corner;

THENCE North 39° 23' 20" East - 28.29' continuing along the south right-of-way line of Midway Road to the POINT OF BEGINNING and containing 83.39 acres of land.

## Exhibit A

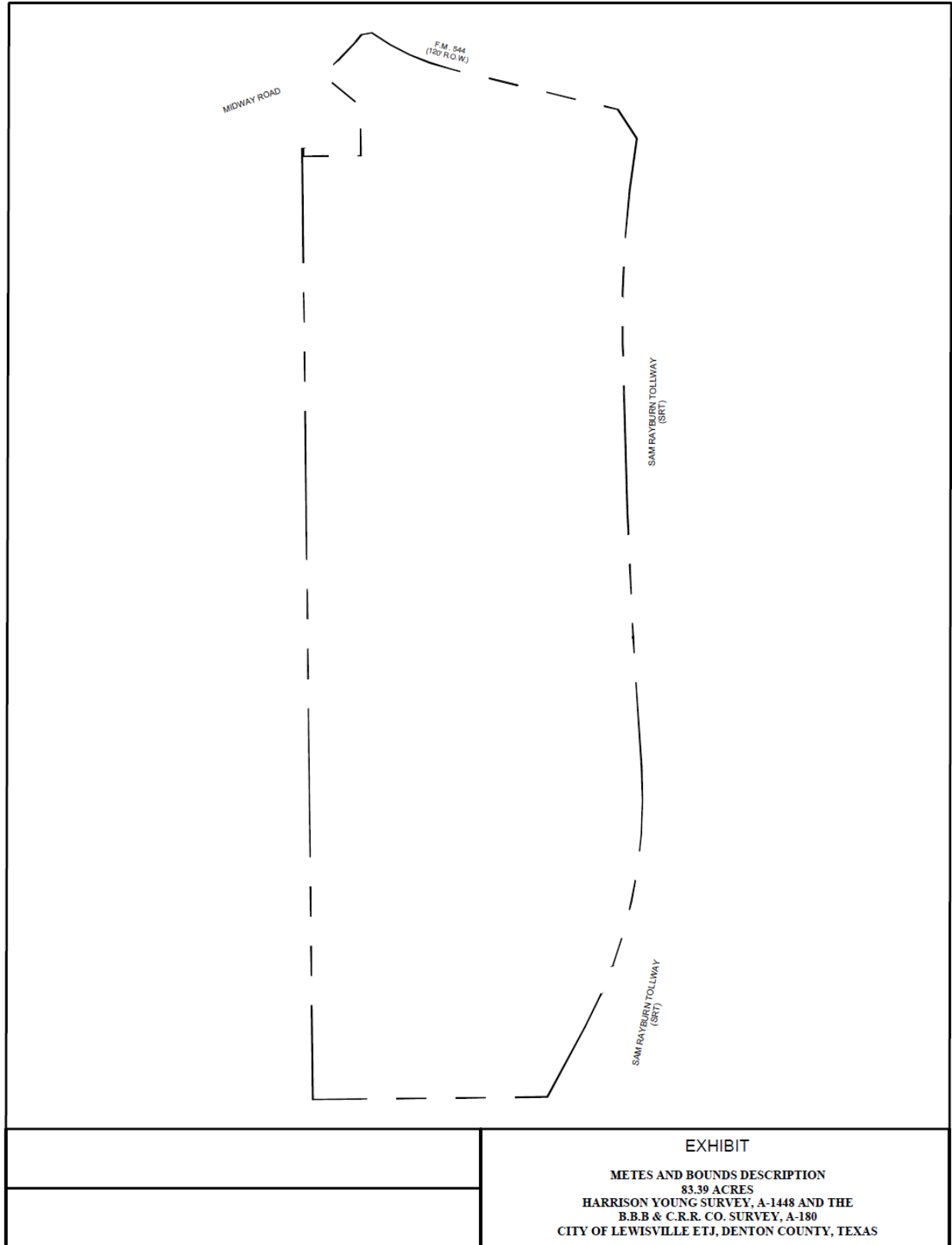


Exhibit A

## Appendix E

## TIA Standards

**Study Purpose:**

The purpose of the Traffic Impact Analysis study (TIA) needed for the Crown Centre Castle Hills development is to determine the impacts of the proposed development and the associated traffic volumes on the surrounding street network and to determine the necessary mitigation measures.

The TIA shall generally address the traffic impacts to the street intersections, major driveway intersections (those shown on the Framework Plan), public roadways, queuing analysis for storage length of auxiliary lanes and identify necessary mitigation measures.

The TIA shall enable the City of Lewisville to determine the necessary mitigation measures and timing of construction for each measure for each phase of development and the specific improvements related to access points and immediately adjacent roadways that should be in place to accommodate the specific developments' traffic.

**TIA Scope:** The scope of the TIA shall include the following intersections:

1. SH 121 Business and FM 544
2. Crown Way and FM 544
3. Midway Road and FM 544
4. Midway Road and Crown Way
5. Sam Rayburn Tollway and FM 544 interchange
6. All major driveway intersections with public streets (those shown on the framework plan)

**TXDOT Concurrence:** It is likely TXDOT will require review of the TIA when warranting and permitting specific improvements in the TXDOT rights of way. In the event TXDOT objects to assumptions or methodology used to perform the TIA, those issues will need to be addressed to TXDOT's satisfaction either through modification of the TIA or of the planned traffic improvements prior to approval for the improvements. In the event TXDOT will not approve installation of a specific improvement recommended by the TIA regardless of design, the subject improvement may be delayed or eliminated depending on the specific reasons for TXDOT's disapproval.

**Annual Traffic Growth Rate:** The existing traffic counts shall be grown using an annual growth rate to the build-out year of the proposed development. The City of Lewisville will accept an annual growth rate of 2%.

**Milestones of the Development Progression:** The TIA shall include the milestones identifying a timeline that indicates at what point of time specific improvements will be needed.

**Report Sections:**

The TIA shall include the following:

- Title Page
- Table of contents, Lists of figures and tables
- Introduction including
  - o Project Description
  - o Purpose of Report
  - o Executive Summary and
  - o Recommendations
- Area map showing the study boundaries
- Site plan
- Existing conditions including
  - o Description of roadways
  - o Traffic counts (most recent, year 2020 counts)
  - o Adjacent land use
  - o 5-year traffic crash records
- Proposed conditions including
  - o Proposed roadway configuration
  - o Projected traffic counts at full build-out year
- Trip generation
- Trip distribution (including rationale)
- Figure showing traffic assignment
- Capacity Analysis - of intersections and roadways
- Queuing Analysis
  - o A queuing analysis is required for all intersections, driveway access points and ramps within the study area controlled by stop signs, yield signs or traffic signals. The queuing analysis shall estimate the queue lengths and associated storage requirements that the intersection design should accommodate. The TIA shall evaluate queue lengths for the left turn lanes and the right turn lanes to ensure that queues do not overflow into the adjacent through lanes.
- Signal warrant studies
- Coordination with TxDOT and submission to TxDOT for review and concurrence, if required by TxDOT
- Mitigations and Recommendations
  - o Proposed mitigation measures at impacted intersections and roadways
  - o Recommended Improvements - a list of recommended improvements to mitigate any expected traffic congestion or safety issues identified after comparison with the existing conditions.
- Appendix of the study to include all Synchro and/or HCS computer runs. Provide all material related to the traffic study data collection and study results.



## EXHIBIT B

## PARK PARCELS

#	CAD Acct #	Owner	Address	Neighborhood	Phase	Section	Block	Lot	Acres	Land	Impr	Total	2020 Taxes Paid	Acct Opened	Deed
1	200444	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	B	Z	1	1.0331	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
2	200247	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	A	AA	1	0.6869	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
3	214777	Castle Hills Master Association, Inc.	Merlin Dr.	Castle Hills	II	A	H	1	1.2778	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
4	219634	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	C	F	1R	3.8285	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
5	682801	Castle Hills Master Association, Inc.	Damsel Caitlyn Dr.	Castle Hills	7	A	A	22X-R	0.7965	\$ -	\$ -	\$ -	\$ -	2017	2019-134404
6(A)	223537	Castle Hills Master Association, Inc.	Lady Carol Ln.	Castle Hills	III	A	B	14	0.1742	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
6(B)	223608	Castle Hills Master Association, Inc.	Lady Carol Ln.	Castle Hills	III	A	B	14	2.0117	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
7	671650	Castle Hills Master Association, Inc.	Elsa Ave.	Castle Hills	9	A	A	3X	1.4624	\$ -	\$ -	\$ -	\$ -	2016	2019-134404
8	583891	Castle Hills Master Association, Inc.	Lady De Vance Ln.	Castle Hills	III	B	D	23R	1.2682	\$ -	\$ -	\$ -	\$ -	2009	2013-17885
9	273437	Castle Hills Master Association, Inc.	Almsbury Ln.	Castle Hills	IV	B	A	41	0.2309	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
10	250368	Castle Hills Master Association, Inc.	620 King Lionel Ln.	Castle Hills	IV	A	I	14	0.3479	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
11	250170	Castle Hills Master Association, Inc.	822 Stony Passage Ln.	Castle Hills	IV	A	A	17	0.2761	\$ 1.00	\$ -	\$ 1.00	\$ -	2007	2013-17885
12	224047	Castle Hills Master Association, Inc.	Queen Margaret Dr.	Castle Hills Community Center			B	2	4.1802	\$ -	\$ -	\$ -	\$ -	2007	2017-63922
13	224048	Castle Hills Master Association, Inc.	2601 Kin Pelles Dr.	Castle Hills Community Center			B	3	0.21	\$ -	\$ -	\$ -	\$ -	2007	2017-63922
14	273563	Castle Hills Master Association, Inc.	Windsor Castle Way	Castle Hills	IV	B	F	21	0.2124	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
15(A)	219542	Castle Hills Master Association, Inc.	Round Table Blvd.	Castle Hills	II	C	A	40R (PT)(W10)	2.2606	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
15(B)	219543	Castle Hills Master Association, Inc.	Round Table Blvd.	Castle Hills	II	C	A	40R (PT)(W12)	1.3099	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
16	223709	Castle Hills Master Association, Inc.	King Mark Dr.	Castle Hills	III	A	1	10	0.6174	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
17	214776	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	A	G	5	2.5166	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
18	223124	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	D	C	28	1.5577	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
19	631912	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	P	1X	0.584	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
20	631913	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	R	1X	0.3017	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
21	631914	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	Q	1X	0.2455	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
22	749990	CH PH 10A 66 LLC	620 Somerset Dr.	Castle Hills	10	LV Addn	L	1X	0.268	\$ -	\$ -	\$ -	\$ -	2019	2019-95721
23	528968	Castle Hills Master Association, Inc.	2011 Joyous Cir.	Castle Hills	V	A	F	11X	0.1333	\$ 1.00	\$ -	\$ 1.00	\$ -	2008	2013-17890
24	273129	Castle Hills Master Association, Inc.	Lady Cornwall Dr.	Castle Hills	III	B	B	17	0.7339	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
25	528809	Castle Hills Master Association, Inc.	448 Four Stones Blvd.	Castle Hills	V	A	A	9X	0.2611	\$ 1.00	\$ -	\$ 1.00	\$ -	2008	2013-17890
26	528958	Castle Hills Master Association, Inc.	449 Four Stones Blvd.	Castle Hills	V	A	F	1X	0.2566	\$ 1.00	\$ -	\$ 1.00	\$ -	2008	2013-17890
27	528946	Castle Hills Master Association, Inc.	Glastonburg Ln.	Castle Hills	V	A	E	1X	0.2009	\$ -	\$ -	\$ -	\$ -	2008	2013-17890
28	528956	Castle Hills Master Association, Inc.	420 Lavaine Ln.	Castle Hills	V	A	E	11X	0.2146	\$ -	\$ -	\$ -	\$ -	2008	2013-17890
29	528836	Castle Hills Master Association, Inc.	413 Lavaine Ln.	Castle Hills	V	A	A	36X	0.3255	\$ -	\$ -	\$ -	\$ -	2008	2013-17890
30	282128	Castle Hills Master Association, Inc.	Queen Elizabeth Blvd.	Castle Hills	II	C	A	24R	0.8563	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
31	286413	Castle Hills Master Association, Inc.	King Arthur Blvd.	Castle Hills	II	E	C	1XR	0.5319	\$ 1.00	\$ -	\$ 1.00	\$ -	2007	2013-17885
32	223138	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	D	E	6	0.2256	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
33	223134	Castle Hills Master Association, Inc.	n/a	Castle Hills	II	D	E	2	0.1868	\$ -	\$ -	\$ -	\$ -	2007	2013-17885
34	671690	Castle Hills Master Association, Inc.	2502 Damsel Eve Dr.	Castle Hills	9	A	B	12X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
35	671707	Castle Hills Master Association, Inc.	2503 Olive Branch	Castle Hills	9	A	B	29X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
36	671729	Castle Hills Master Association, Inc.	2438 Olive Branch	Castle Hills	9	A	C	11X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
37	671748	Castle Hills Master Association, Inc.	2439 Hunters Blvd.	Castle Hills	9	A	C	30X	0.0813	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
38	671793	Castle Hills Master Association, Inc.	2502 Hunters Blvd.	Castle Hills	9	A	D	12X	0.0799	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
39	671810	Castle Hills Master Association, Inc.	2447 Saffire Way	Castle Hills	9	A	D	29X	0.0799	\$ -	\$ -	\$ -	\$ -	2016	2019-134402
40	200287	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	A	E	9	0.2342	\$ -	\$ -	\$ -	\$ -	2007	2013-17855
41	200246	Castle Hills Master Association, Inc.	n/a	Castle Hills	I	A	A	31	0.3547	\$ -	\$ -	\$ -	\$ -	2007	2013-17855
42	620018	Castle Hills Master Association, Inc.	Westminster Dr.	Castle Hills	VI	B	D	8XR	0.1977	\$ -	\$ -	\$ -	\$ -	2009	2013-17890
43	631521	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	A	50X	0.369	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
44	631520	Castle Hills Master Association, Inc.	n/a	Castle Hills	8	A	A	36X	0.0799	\$ -	\$ -	\$ -	\$ -	2014	2019-134403
45	750006	CH PH 10A 66 LLC	613 Somerset Dr.	Castle Hills	10	LV Addn	M	13X	3.1174	\$ -	\$ -	\$ -	\$ -	2019	2019-95721
46	750025	CH PH 10A LLC	329 Somerset Dr.	Castle Hills	10	LV Addn	M	30X	0.0558	\$ -	\$ -	\$ -	\$ -	2019	n/a
47	749993	CH PH 10A LLC	n/a	Castle Hills	10	LV Addn	S	1X	0.1469	\$ -	\$ -	\$ -	\$ -	2019	n/a
48	749992	CH PH 10A LLC	n/a	Castle Hills	10	LV Addn	R	1X	0.146	\$ -	\$ -	\$ -	\$ -	2019	n/a
49	749991	CH PH 10A 66 LLC	4000 Morel Dr.	Castle Hills	10	LV Addn	Q	1X	0.0972	\$ -	\$ -	\$ -	\$ -	2019	2019-95721
50	286407	Castle Hills Master Association, INC	Seven Shields Ln.	Castle Hills	2	E	B	21XR	0.1735	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17885
51	250252	Castle Hills Master Association, INC	n/a	Castle Hills	4	A	E	1	0.2085	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17885
52	250291	Castle Hills Master Association, INC	2458 Sir Lovel Ln.	Castle Hills	4	A	E	40	0.1583	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17885
53	496203	Bright Realty LLC	N Umlerland Dr	Castle Hills	6	A	B	15X	0.0764	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
54	496237	Castle Hills Master Association, INC	N Umlerland Dr	Castle Hills	6	A	C	11X	0.1501	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
55	496174	Castle Hills Master Association, INC	Cole Castle Dr.	Castle Hills	6	A	A	15X	0.0764	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
56	620082	Castle Hills Master Association, INC	Vagon Castle Ln.	Castle Hills	6	C	D	7XR	0.265	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
57	620066	Castle Hills Master Association, INC	Bans Crown Blvd.	Castle Hills	6	C	C	12XR	0.073	\$ 1.00	\$ -	\$ 1.00	\$ -	2013	2013-17890
58	750033	CH PH 10A LLC	225 Somerset Dr.	Castle Hills	10		M	38X	0.0518	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
59	750018	CH PH 10A LLC	425 Somerset Dr.	Castle Hills	10		M	23X	0.0517	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
60	749994	CH PH 10A 66 LLC	Lady Bettye Dr.	Castle Hills	10		M	1X	0.2124	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95721
61	750040	CH PH 10A 66 LLC	217 Lady Tessala Ave.	Castle Hills	10		N	1X	0.1949	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95720
62	750054	CH PH 10A 66 LLC	313 Lady Tessala Ave.	Castle Hills	10		O	1X	1.491	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95720
63	750091	CH PH 10A 66 LLC	3901 Morel Dr.	Castle Hills	10		P	1X	0.1141	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-95720
64	749948	CH PH 10A LLC	701 Lady Tessala Ave.	Castle Hills	10		I	22X	0.1037	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
65	749983	CH PH 10A LLC	721 Carlisle Dr.	Castle Hills	10		J	11X	0.0827	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
66	749966	CH PH 10A LLC	773 Lady Tessala Ave.	Castle Hills	10		I	40X	0.133	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
67	749932	CH PH 10A LLC	768 Carlisle Dr.	Castle Hills	10		I	6X	0.0829	\$ 1.00	\$ -	\$ 1.00	\$ -		n/a
68	749719	Breco Lands CH, LLC / CH PH 10B LLC	1100 Lady Tessala Ave.	Castle Hills	10		A	28X	0.0826	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
69	749751	Breco Lands CH, LLC / CH PH 10B LLC	3512 Damsel Brooke St.	Castle Hills	10		A	17X	0.0837	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
70	749755	Breco Lands CH, LLC / CH PH 10B LLC	1208 Dragon Banner Dr.	Castle Hills	10		B	1X	0.7684	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
71	749735	Breco Lands CH, LLC / CH PH 10B LLC	1208 Calburn Ct.	Castle Hills	10		A	1X	1.6365	\$ 1.00	\$ -	\$ 1.00	\$ -	2020	2020-156320
72	631519	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	A	22X	0.0802	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
73	631646	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	9X	0.0799	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
74	631647	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	24X	0.0799	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
75	631648	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	43X	0.0799	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
76	631649	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	62X	0.1119	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
77	631650	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	E	67X	0.0568	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
78	631901	Castle Hills Master Association, INC	n/a	Castle Hills	8	A	N	10X	0.1422	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-134403
79	n/a	Not designated as a lot on DentonCAD		Castle Hills	5	A	A	42X	0.5704						
80	n/a	Not designated as a lot on DentonCAD		Castle Hills	5	A	C	53X	0.4843						
81	750046	CH PH 10A 66 LLC	3921 Dame Ragnel Dr.	Castle Hills	10		N	7XR	0.0664	\$ 1.00	\$ -	\$ 1.00	\$ -	2019	2019-113380
									81 Lots (83 Parcels):	44.8910	acres				

Exhibit B

1580.030/91923.7

#8078837.13



If there are any additional questions, please feel free to reach out to Petty & Associates directly.



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