

**FIRST AMENDMENT
TO
ECONOMIC DEVELOPMENT AGREEMENT**

THIS FIRSTAMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT (this "First Amendment") is entered into by and between **CITY OF LEWISVILLE**, a home rule city and municipal corporation principally situated in Denton County, Texas (the "City") and **DFW LEWISVILLE PARTNERS, GP**, a general partnership ("Owner") (jointly, "Parties").

W I T N E S S E T H

WHEREAS, the Parties entered into an Economic Development Agreement (the "Agreement") dated September 10, 2018, affecting a certain approximately 17.13 acre tract of land situated on Lot 2, Block C of the Majestic Addition in Lewisville, Texas (the "Land"); and

WHEREAS, the Agreement provided for, among other things, the construction of certain Real Property Improvements on the Land and to lease said Real Property Improvements; and

WHEREAS, the Owner has requested that the City reduce the minimum capital investment of the Real Property Improvements on the Land in order for the Owner to complete the Real Property Improvements as outlined in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as provided herein and reduce the minimum capital investment of the Real Property Improvements from twenty-two million dollars (\$22,000,000.00) to thirteen million dollars (\$13,000,000.00); and

WHEREAS, Section 5.2 of the Agreement permits the amendment thereof at the City's discretion.

NOW, THEREFORE, the land being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the City and the Owner as follows:

SECTION 1. Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement.

(a) Article III, section 3.1 is amended to read as follows:

3.1 As soon as practical after the Effective Date of this Agreement, Owner shall commence with improving the Land by constructing the Real Property Improvements at a minimum capital investment of thirteen million dollars (\$13,000,000).

(b) Article V, section 5.2 is amended to read as follows:

5.2 Minimum Investment Condition. Owner shall invest a minimum of thirteen million dollars (\$13,000,000) for Real Property Improvements on the Land.

- (a) This investment shall be made no later than December 31, 2019.
- (b) Owner shall maintain a minimum investment of at least thirteen million dollars (\$13,000,000) subject to depreciation in accordance with generally accepted accounting practices or applicable tax regulations and tables.
- (c) The Appraised Value of the Real Property Improvements will be determined by the Denton Central Appraisal District ("DCAD") on an annual basis or as otherwise required by law. Owner agrees to allow reasonable access to the Land and Real Property Improvements as required by law so DCAD can make accurate appraisals of the Real Property Improvements and, if necessary, Business Personal Property. In the event of Force Majeure, the Appraised Value of the Real Property Improvements shall be set by DCAD on January 1 of the year immediately following the issuance of certificate of occupancy by the City. Owner shall render a minimum value of \$13,000,000 on Real Property Improvements for the first year following completion of construction.

SECTION 3. Amendments and Waivers. This First Amendment may be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents.

SECTION 4. Severability. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof or any other provision of the Agreement, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 5. Successors and Assigns. This First Amendment shall be binding upon the Parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the Parties hereto and their permitted successors and assigns.

SECTION 6. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

SECTION 7. Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect, and as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

SECTION 8. Effective Date. The effective date of this First Amendment shall be the date of execution of this First Amendment.

SECTION 9. Authorization. This First Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the City Manager to execute the First Amendment on behalf of the City.

DATED this the ____ day of _____, 2019.

CITY OF LEWISVILLE, TEXAS

DFW LEWISVILLE PARTNERS, GP
A General Partnership

Donna Barron, City Manager



Al Sorrels, Agent

ATTEST:

Julie Worster, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney