

**FIRST AMENDMENT
TO
ECONOMIC DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT (this "First Amendment") is entered into by and between the **CITY OF LEWISVILLE**, a home rule city and municipal corporation principally situated in Denton County, Texas (the "City") and **CADG Mill Street, LLC** (the "Developer") (jointly, "Parties").

WITNESSETH

WHEREAS, the Parties entered into an Economic Development Agreement (the "Agreement") dated September 15, 2014 to develop a mixed-use development in a manner consistent with City-approved plans; and

WHEREAS, the Developer has completed 24 units and the remainder of the units are currently under construction in accordance with City-approved plans; and

WHEREAS, the Parties desire to amend the Agreement as provided herein to streamline the grant payment process as outlined in Article IV of the Agreement; and

WHEREAS, Section 6.5 of the Agreement permits the amendment thereof signed by the Parties.

NOW, THEREFORE, the premises 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 Developer 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 IV is deleted in its entirety and replaced to read as follows:

**ARTICLE IV
ECONOMIC DEVELOPMENT GRANT**

4.1. Economic Development Grant. Subject to the Parties' continued satisfaction of the terms and conditions of this Agreement and following the completion and acceptance of the subdivision by the City's Engineering Department, the City shall pay to the Developer an amount equal to the value of all fees paid to the City for development and permit related fees collected by the City, including but not limited to, plat and site

plan review fees, building permit review and inspection fees, contractor registration fees, fire prevention fees, tap fees, connection fees, meter fees, roadway escrow fees and park development fees.

4.2. From the effective date of this First Amendment, the City shall waive all fees normally collected at the time of issuance of a building permit for construction of new units except for water and sanitary sewer impact fees. The City shall collect, and the Developer shall, pay water and sanitary sewer impact fees for every meter within the development as part of the issuance of building permits for the new units.

4.3. The Developer shall request payment for an amount equal to the water and sanitary sewer impact fee payments made by the Developer for the new units, in a letter addressed to the Director of Economic Development, showing the number of residential units completed and impact fees paid for each unit. Any amount owed to the Developer as allowed under the Economic Development Grant shall be paid within thirty (30) days after the City receives written notice and proper documentation from the Developer requesting payment. Payment shall be on a "per unit" basis following the issuance of the certification of occupancy for each unit.

4.4. The City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Developer. None of the City's obligations with respect to the Grant under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

SECTION 3. Amendments and Waivers. This First Amendment may be modified or rescinded only by a writing signed by both 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

Donna Barron, City Manager

ATTEST:

Julie Worster, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

CADG Mill Street, LLC
A Texas Limited Liability Company


Henry Rahmani, Managing Partner